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DENVER
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LOS ANGELES
LOS CABOS
ORANGE COUNTY
PHOENIX
RENO
SALT LAKE CITY
TUCSON

February 1, 2017

VIA EMAIL FASTORGA@PARKCITY.ORG

Francisco Astorga
Senior Planner
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

Re: Alice Claim Update

Dear Mr. Astorga:

I write on behalf of King Development Group, LLC and 123-129 Ridge, LLC (collectively "King"). King has submitted for final approval by the Park City Council the following subdivision and plat amendment applications (collectively "**Applications**"):

Alice Claim Gully Site Plan, south of intersection of King Road and Ridge Avenue – Alice Claim Subdivision and Plat Amendment (Application PL-08-00371), and

123 Ridge Avenue, Alice Claim Gully Site Plan property swap - Ridge Avenue Plat Amendment (Application PL-16-03069).

The Applications received a positive recommendation from the Planning Commission on July 27, 2016. However, King must revise the Applications.

I am pleased to report that King has revised its Applications with a new entry way over the property located at 135 Ridge Avenue, which entry closely follows the historic access into Alice Claim. (See revised Alice Claim Subdivision Plans attached as **Exhibit 1** to this letter) King and the owners of 135 Ridge Avenue have entered into an Easement Agreement, a copy of which is attached as **Exhibit 2** to this letter ("Easement Agreement"). We also are pleased to report that the new entry way will have a single retaining wall that will not exceed six feet in height. Therefore, the wall will not require a conditional use permit under the Park City Land Management Code.

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Senior Planner
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If the Applications (as revised) receive final approval by the City Council, King will no longer need to proceed under its Conditional Use Permit (“CUP”) granted by the Planning Commission on July 27, 2016. This CUP is for the over six foot three-tiered retaining wall system needed for the entry through the platted King Road right of way. (See **Exhibit 3** to this letter and Alice Claim south of intersection of King Road and Ridge Avenue–Conditional Use Permit for Retaining Walls six feet (6’) in height or more (Application PL-15-02669).)

Background

King has been seeking the City’s approval of its 9-home subdivision for more than a decade. As the Planning Commission publicly recognized, during the decade-long planning approval process, King has done everything that it has been asked to do.

King participated in numerous work sessions and public hearings until the Planning Commission on August 12, 2015 denied King’s CUP application and gave King’s subdivision and plat amendment application a negative recommendation. Nonetheless, King appealed to City Council the denied CUP application and advanced its subdivision and plat amendment applications to City Council.

Relying on documented verbal and written assurances by Park City officials, King spent over \$1 million to clean up the Alice Claim for future development of nine homes, including cleaning up the City’s parcel in Alice Claim that had the most contamination. Adding insult to injury, King spent more than \$500,000 making many adjustments for and responding to issues raised by Planning Staff and the Planning Commission after the Planning Department recommended in its Staff Reports support for the King’s subdivision plan and approval of the CUP up until the negative action taken by the Planning Commission in August 2015.

In September 2015, King engaged in settlement discussions with the City’s planners and attorneys. Those discussions led to King proposing in its letter of September 30, 2015 a compromise coined the “Gully Plan,” which is reflected in the Applications. After conducting a site visit and work session and expressing positive feedback on the Gully Plan, on May 19, 2016, the City Council remanded King’s denied CUP application back to the Planning Commission to consider the Gully Plan.

Ultimately, on July 27, 2016, the Planning Commission approved the CUP and gave King’s Applications positive recommendations. The Planning Commission found that there was good cause and that the Applications met all of the requirements of the LMC and General Plan. At substantial expense to King, the Applications had been extensively modified in response to material changes requested by the Planning Commission.

Throughout the process, the Planning Commission expressed a preference for an entry way over 135 Ridge Ave where Alice Claim historically had been accessed and that would be a

Francisco Astorga
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better alternative to the multi-tiered retaining wall system needed for the platted King Road access. Planning Commissioner Band stated that she "would still prefer access across the easement if it would be negotiated because it would make for a better plan." (Planning Commission July 13, 2016 Minutes, at 47.) Planning Commissioner Campbell expressed that "if the Planning Commission sends a positive recommendation to the City Council that it might encourage the applicant and the property owner to negotiate and come up with something that is better for the entire neighborhood." *Id.* at 48. "[M]any of the Commissioners expressed their preference to use the Ridge access instead of building the large retaining wall." (Planning Commission July 27, 2016 Minutes, at 19.) Planning Commissioner Band stated her hope that the "applicant and the neighbor could still negotiate an access that would not require this CUP." *Id.* Planning Commissioner Joyce stated, "Based on feedback from the last meeting, it was clear that the Commissioners preferred a negotiated access." *Id.* at 20. He also stated, "However, if the applicant could craft an agreement for the entrance and any retaining walls were less than 6 feet, they would not need a CUP and it would be like any other retaining wall in town." *Id.* at 23.

The Planning Commission accurately predicted that approval of the CUP would lead to King and the owners of 135 Ridge Avenue coming to terms on the Easement Agreement. After significant time (since July 2016) and substantial expense, King and the owners of 135 Ridge Avenue finalized the Easement Agreement.

Next Steps

King respectfully requests that the Planning Department prepare the modified Applications to be presented to the City Council on March 2, 2017. King will be submitting additional materials next week in support of the modified Applications.

King's approved CUP was appealed to the City Council by several opponents. That appeal is pending before the City Council. King respectfully requests that the City Council stay action on this CUP appeal until after a final decision is made by the City Council on King's revised Applications and any appeal thereof, if any, is finally resolved. At that point King would be able to proceed in accordance with the City Council's approval of the revised Applications, King would no longer need the CUP, and King could then withdraw or surrender its CUP.

Finally, King hereby reserves all of its rights, causes of action, claims, defenses, and privileges pertaining to its Applications, its Applications as revised for the 135 Ridge Avenue entry way, its approved CUP, and its subdivision and plat amendment application that received a negative recommendation from the Planning Commission on August 12, 2015.

We thank you in advance for your assistance with and attention to this matter. Should you have any questions or need additional information, please contact me any time.

Francisco Astorga
Senior Planner
February 1, 2017
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Very truly yours,

SNELL & WILMER

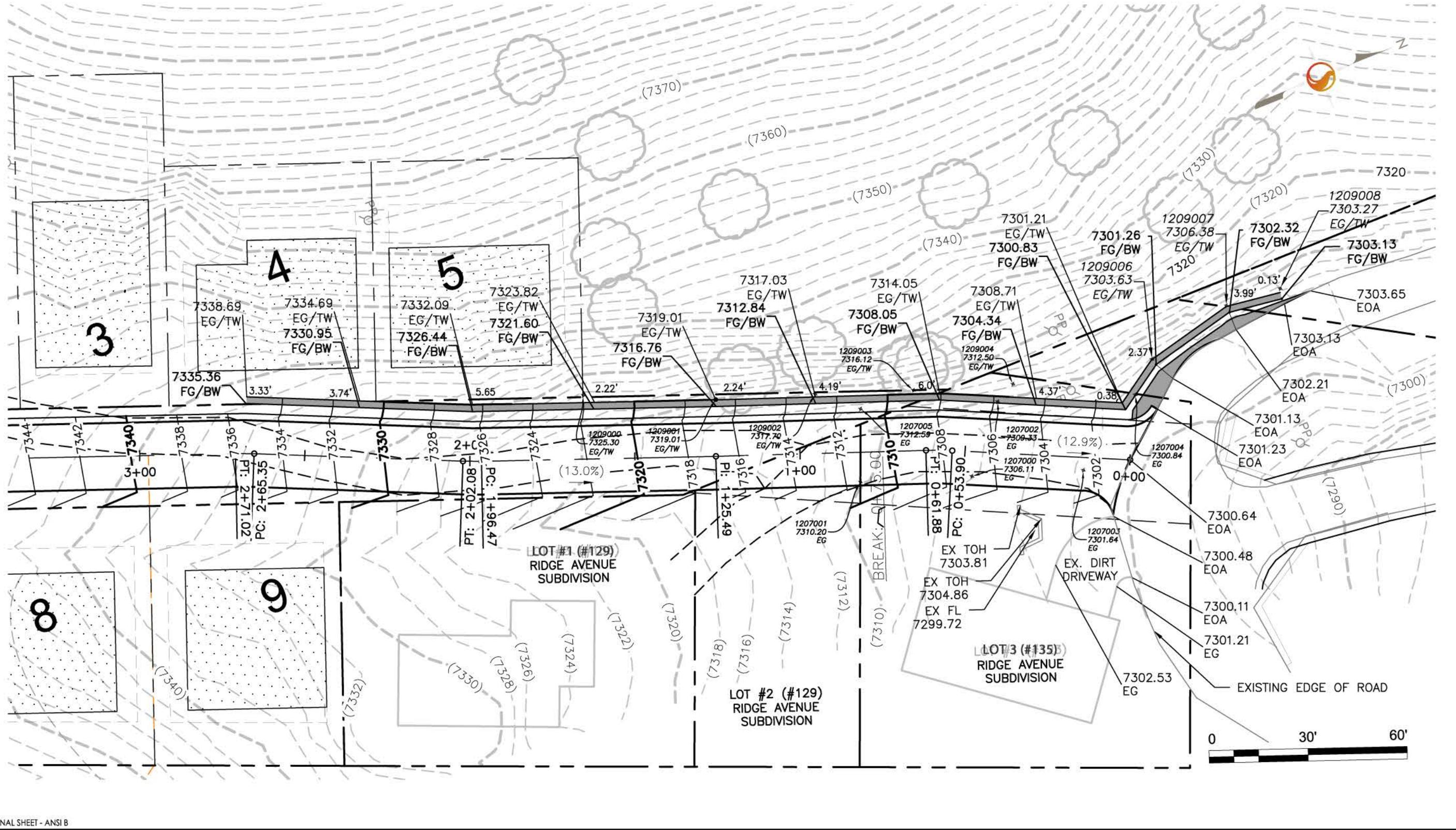

Bradley R. Cahoon

BRC:hks

Enclosures

cc: King Development Group, LLC
Gregg Brown, DHM
Joseph Tesch, Esq.
Mark Harrington, Park City Attorney
Polly Samuels McLean, Assistant City Attorney

V:\2053\Active\205303057\drawing\sheet\modified\Gulley\Entry Plan - Alf 8.dwg
2017/01/06 2:59 PM By: Offermann, Glenn



ORIGINAL SHEET - ANSI B

January, 2017
205303057



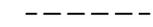
3995 South 700 East, Suite 300
Salt Lake City UT
Tel. 801.261.0090

Client/Project
KING DEVELOPMENT L.L.C.
ALICE CLAIM
PARK CITY, UTAH

Figure No.
1.0

Title
POTENTIAL ENTRY PLAN
JANUARY 06, 2017

LEGEND

-  LOT BOUNDARY
-  LIMIT OF DISTURBANCE/ BUILDING ENVELOPE (ESTATE LOT ONLY)
-  BUILDING FOOTPRINT
-  PROPOSED CONTOUR
-  PROPOSED RETAINING WALL, MORE THAN 6' HEIGHT (INCLUDED IN C.U.P. APPLICATION)
-  TRAIL EASEMENT
-  PUBLIC TRAIL
-  LOT SETBACK

LOT TABLE

ZONE	LOT NO	TOTAL (SF)	TOTAL (ACRE)	ALLOWABLE BUILDING FOOTPRINT(SF)	BUILDING FOOTPRINT (SF)	ZONE ACREAGE	TOTAL UNDISTURBED AREA(ACRE)	% UNDISTURBED
ESTATE	1	131022.1	3.01	N/A	2500	5.08	4.84	95.3%
	2	4510	0.10	1750	1750			
HR-1	3	4510	0.10	1750	1750	3.57	2.82	79.0%
	4	4510	0.10	1750	1750			
	5	4510	0.10	1750	1750			
	6	4510	0.10	1750	1750			
	7	4510	0.10	1750	1750			
	8	4510	0.10	1750	1750			
	9	4510	0.10	1750	1750			

SUBDIVISION

- LOTS 2-8 IN HR-1 ZONE DISTRICT
 - MAXIMUM 0.10 ACRE LOTS
 - MAXIMUM 1750 SF FOOTPRINT
- LOT 1 IN ESTATE ZONE DISTRICT
 - DEVELOPED PER L.M.C.
 - DEFINED LOT 1 DISTURBANCE ENVELOPE
- EVERGREEN TREES ARE PRESERVED AND SCREEN VIEWS OF HOME SITES
- FOOTPRINTS SHOWN REPRESENT MAX SIZE; ACTUAL HOUSE FOOTPRINTS WILL BE ARTICULATED AND LOCATED ANYWHERE WITHIN PLATTED SETBACKS AND LIMITS OF DISTURBANCE.

PLAT AMENDMENT

- 0.38 ACRE HRL ZONE
- LOTS DEDICATED TO CITY

NOTES:

1. LOTS #123 AND 129 OF ADJACENT RIDGE AVENUE SUBDIVISION ARE OWNED BY AFFILIATED COMPANIES.
2. ACTUAL FFE TO BE DETERMINED AT BUILDING PERMIT SUBMITTAL.

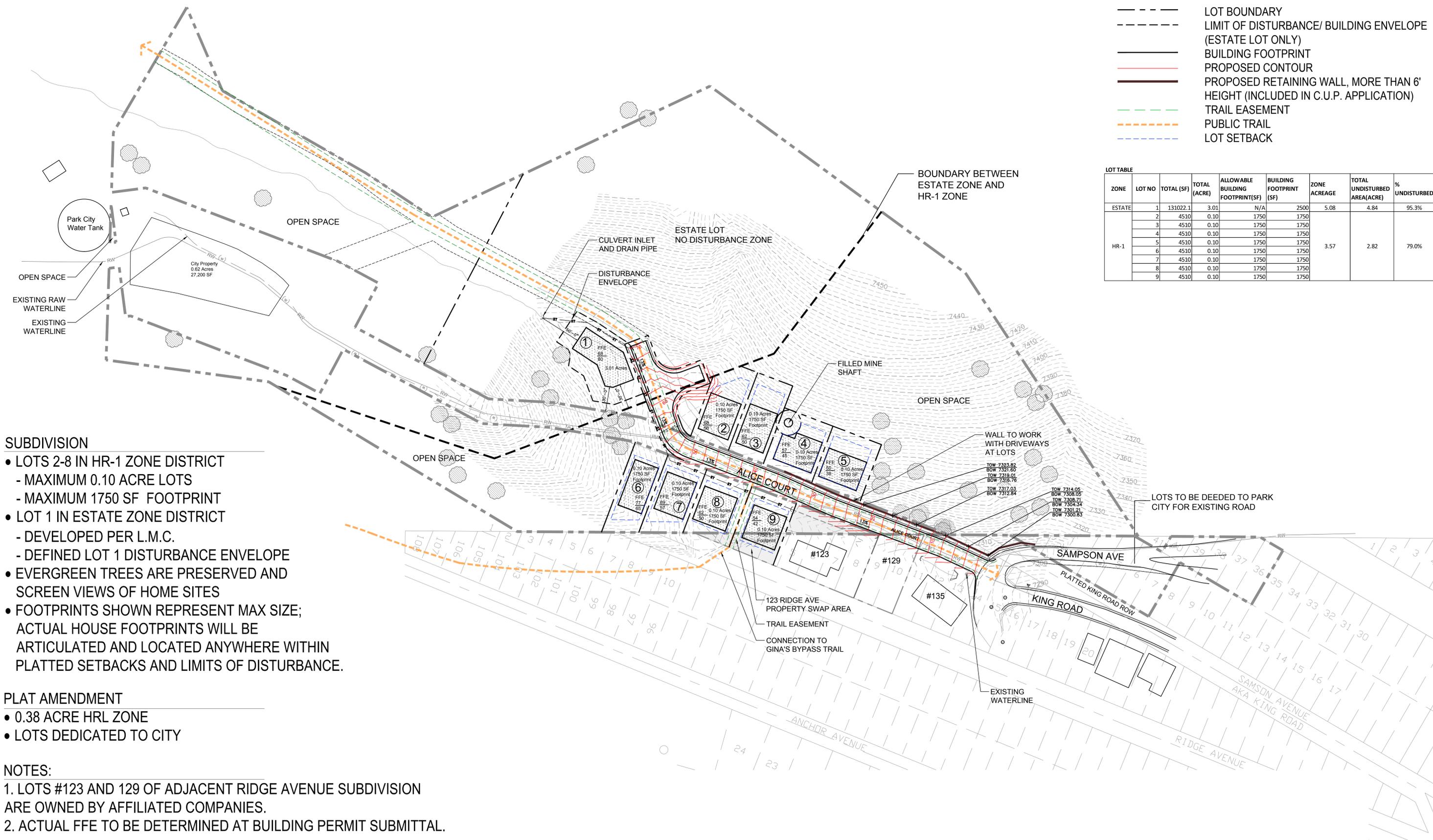
ALICE CLAIM

01 FEB 2017 GULLY SITE PLAN

KING DEVELOPMENT GROUP, LLC
P.O. BOX 244
PARK CITY, UTAH 84060



0 10 50
5 30 100
SCALE: 1"=50'-0"
DATE: 01 FEB 2017



EASEMENT AGREEMENT

This EASEMENT AGREEMENT (“**Agreement**”) is made as of this 17th day of January, 2017, between **SHARI LEVITIN**, as Trustee of the SHARI LEVITIN LIVING TRUST, dated January 30, 2009, and **LEE S. GERSTEIN**, as Trustee of the LEE S. LIVING TRUST, dated September 2, 2008, as tenants in common, of P.O. Box 1852, Park City, Utah (collectively “**Grantor**”), and **KING DEVELOPMENT GROUP, LLC**, a Utah limited liability company and **123-129 Ridge, LLC**, a Utah limited liability company, located in Park City, Utah (collectively “**Grantee**”). Grantor and Grantee are sometimes collectively referred to herein as “**Parties**” and individually as “**Party**”.

RECITALS:

A. Grantee owns real property situated in Park City, State of Utah, described on **Exhibit 1** to this Agreement (“**Grantee’s Parcel**”).

B. Grantee is in the process of obtaining land use development, subdivision, and plat amendment approvals from Park City Municipal Corporation (“**City**”) pertaining to a nine-home subdivision to be developed within the Grantee’s Parcel (collectively, “**Subdivision Plat**”).

C. Grantor owns real property with a street address of 135 Ridge Avenue, Park City, Utah and more fully described on **Exhibit 2** to this Agreement (“**Grantor’s Parcel**”); and

D. Grantee desires to acquire the Easement (defined below) over a limited portion of Grantor’s Parcel to provide, among other things, access and utilities to Grantee’s Parcel, and Grantor desires to grant to Grantee the Easement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the matters set forth in the foregoing Recitals, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals to this Agreement are incorporated and made a part of this Agreement.

2. **Easement Grant.** Grantor hereby grants, bargains, sells and conveys to Grantee, its successors, assigns, transferees, lessees, and grantees, a non-exclusive right of way and easement over Grantor’s Parcel for ingress to Grantee’s Parcel and egress from Grantee’s Parcel and for utilities over and within the Grantor’s Parcel and to and from Grantee’s Parcel as more particularly described on **Exhibit 3** to this Agreement (“**Easement**”). The Easement includes rights benefiting Grantee’s Parcel and obligations burdening Grantor’s Parcel. The Easement is perpetual and non-exclusive. The Easement includes (i) access for ingress to and egress from the Grantee’s Parcel by vehicles and pedestrians; (ii) grading, regrading, constructing, reconstructing, repairing and maintaining a paved improved roadway and corresponding shoulders (“**Road**”) that connects Grantee’s Parcel to the intersection of Ridge Road, Sampson

Avenue, and King Road and depicted on **Exhibit 3** to this Agreement; (iii) installing, maintaining, replacing and repairing infrastructure improvements and utilities (collectively “**Utilities**”); (iv) installing, constructing, erecting, maintaining, replacing and repairing a retaining wall within the area of the Easement depicted on **Exhibit 4** to this Agreement; (v) planting, maintaining, replacing, cultivating and pruning landscape vegetation within the area of the Easement depicted on **Exhibit 4** to this Agreement; and (vi) erecting, repairing, replacing and maintaining signs. The Road, Utilities and all other improvements described in this Section 2 or otherwise permitted under this Agreement in the Easement collectively comprise the “**Improvements**.” Upon submitting Improvements plans to the City, Grantee shall submit a courtesy copy of the Improvements plans to Grantor. Upon its completion of the Improvements within the Easement, Grantee shall restore to its condition prior to its use or disturbance by Grantee that portion of the surface of Grantor’s Property (other than the Improvements themselves) impacted by the construction of the Improvements within the Easement.

3. **Title.** Subject to all matters of record or otherwise discoverable by an inspection or survey of the Easement area, Grantor represents and warrants to Grantee that Grantor holds good title to Grantor’s Parcel free and clear of any liens and encumbrances.

4. **Covenants.** Grantor’s Parcel is burdened by and subject to the Easement and Grantee’s Parcel is benefited by and subject to the Easement. The Easement touches and concerns and runs with both the Grantor’s Parcel and Grantee’s Parcel and is given for the sole benefit of persons owning an interest in Grantee’s Parcel and their guests and invitees. The Easement may not be transferred, assigned or encumbered, nor may any sub-easements be granted, except as an appurtenance to the Grantee’s Property or to an owner’s association pertaining to Grantee’s Property. Grantor’s Parcel is held, transferred, sold, conveyed, used, occupied, rented, leased mortgaged or otherwise encumbered and subject to the Easement. Grantor will ensure that no building, structure or other above- or below-ground obstruction that may interfere with the purposes for which the Easement is granted is placed, erected, maintained, installed or permitted within the Easement by, on or in behalf, or at the direction of Grantor. The grants of the Easement, rights and privileges in this Agreement are independent of any contractual agreements undertaken by the Parties in this Agreement and a breach by either Party of any such contractual agreements will not result in any forfeiture or reversion of the Easement, rights and privileges granted in this Agreement.

5. **Indemnity & Insurance.** Grantee shall indemnify, defend and hold Grantor, its assignees and affiliates harmless from and against all claims (including, without limitation, personal injury and property damage claims), suits, judgments, settlements or demands, including reasonable attorney’s fees, arising from the acts or omissions or the willful misconduct of Grantee, its contractors, agents, employees, successors and assigns, in improving, maintaining or otherwise using the Easement. Grantee shall obtain a comprehensive public liability insurance policy in an amount not less than \$3,000,000 covering personal injury, death or property damage occurring within the Easement (“**Insurance**”). The Insurance shall contain a waiver of subrogation clause whereby the insurer agrees to waive its right of subrogation against Grantor for any damage caused by any peril or event covered by the Insurance. Prior to the

commencement of grading on the Easement for the Road, Grantee will provide an original certificate of Insurance in a form reasonably acceptable to Grantor showing Grantor as an additional insured.

6. **Notices.** All notices are deemed to be duly given if personally served or sent by overnight express mail or courier service to the Parties at the following addresses and shall be complete upon receipt or refusal to accept delivery as indicated in the return receipt or in the receipt of such express mail or courier service:

If to Grantor:

Shari D. Levitin
Lee S. Gerstein
1960 Sidewinder Drive, Suite 208
Park City, Utah 84060

with a copy to:

Ballard Spahr Andrews & Ingersoll
201 South Main Street, Suite 600
Salt Lake City, Utah 84111
Attn: Mark R. Gaylord

If to Grantee:

c/o Jerry Fiat
Street Address for Delivery:
PO Box 4581
Park City, Utah 84060

with a copy to:

Sheldon L. Baskin
Suite 2300, 2 N. LaSalle Street
Chicago, IL 60602

and with a copy to:

Bradley R. Cahoon, Esq.
Snell & Wilmer L.L.P.
15 West South Temple St., Ste 1200
Salt Lake City, UT 84101

Joseph E. Tesch, Esq.
Tesch Law Offices, P.C.
PO Box 3390
Park City, Utah 84060

Any Party may, by notice to the other Party from time to time in the manner herein provided, specify a different address for notice purposes.

7. Payments & Easement Recording.

a. Upon execution of this Agreement by the Parties, Grantee shall pay to Grantor the sum of \$25,000.00 U.S. in cash or immediately available funds (“**First Payment**”). The First Payment is nonrefundable to Grantee but shall be applied to the Final Payment (defined below). After Grantor receives the First Payment from Grantee, (i) Grantee may record this Agreement in the Office of the Recorder of Summit County, Utah (“**Recorder**”) against the Grantor’s Parcel and Grantee’s Parcel, and (ii) Grantor immediately shall cease opposing Grantee’s Subdivision Plat and withdraw Grantor’s pending appeal of Grantee’s Conditional Use Permit granted by the City.

b. Grantee shall pay to Grantor the sum of \$387,500.00 U.S. in cash or immediately available funds (\$412,500.00 minus the \$25,000 First Payment) (“**Final Payment**”) upon the earliest to occur of the following: (i) not more than 90 days after the recording with the Recorder of the Subdivision Plat, or (ii) not more than one year after Grantee abandons effort to obtain approvals for or to develop pursuant to the Subdivision Plat. Grantee shall have no right to access or use the Easement in any way until the Final Payment has been delivered to Grantor.

8. Construction and Maintenance.

a. Grantee shall have the sole authority and responsibility to construct and maintain any Improvements placed by Grantee within the Easement area. Grantee shall maintain any such Improvements in good condition and repair at its sole expense. Notwithstanding the initial construction and location of any of the Improvements, Grantee may repair, modify, replace, upgrade, and reconstruct the Improvements installed by Grantee within the Easement area.

b. Grantee shall (i) protect the Easement and Grantor’s Parcel from mechanic’s, materialmen’s and other liens arising in connection with the construction and maintenance of the Improvements and (ii) indemnify and defend Grantor from and against any such liens and cause any such liens to be removed by payment or bonding within thirty (30) days of recording thereof.

9. Compliance with Laws. Grantee shall utilize the Easement in accordance with all federal, state, and local laws and regulations applicable to Grantee’s use thereof. Grantee shall comply with all requirements and specifications of all applicable utility and similar providers and governmental authorities while using the Easement area.

10. Miscellaneous.

a. Waiver. No consent or waiver, express or implied, by any Party to or any breach or default by any other Party in the performance by such other Party of the obligations

thereof under this Agreement is a consent to or waiver of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, is not a waiver by such Party of the rights thereof under this Agreement.

b. Severability. If any provision of this Agreement or the application thereof to any entity or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance is not affected thereby and shall be enforced to the greatest extent permitted by law.

c. Status Reports. Recognizing that any party may find it necessary from time to time to establish to third parties such as government agencies, accountants, banks, mortgagees or the like, the then current status of performance hereunder, the Parties each agree, upon the written request of the other Party, made from time to time by notice as provided in **Section 6** hereof, to furnish promptly a written statement (in recordable form, if requested) containing any reasonably requested information which pertains to (i) the status of this Agreement, or (ii) whether there are any defaults hereunder qualified to the best of the knowledge and belief of the party making such statement.

d. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, include all other genders; the singular includes the plural; and the plural includes the singular. Titles of sections of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to sections thereof refer to the corresponding sections of this Agreement unless specific reference is made to the sections of another document or instrument.

e. Counterparts. This Agreement may be executed in any number of counterparts, each of which is an original and all of which together comprise but a single instrument.

f. Exhibits Incorporated. The exhibits attached hereto are incorporated in and made a part of the Agreement by this reference.

g. Binding Agreement. The provisions of this Agreement apply to, inure to the benefit of and bind the Parties hereto and their respective heirs, transferees, successors and assigns thereof, including, without limitation, any mortgagee or trustee of a deed of trust acquiring an interest in any portion of the Grantor's Parcel or Grantee's Parcel thereon by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee or trustee of a deed of trust shall not incur or be required to assume any obligation under this Agreement unless and until such mortgagee or trustee of a deed of trust has so acquired an interest in any portion of the Grantor's Parcel or Grantee's Parcel, and then only such as may arise by operation of law by reason of privity of estate as limited by the provisions of this Agreement. Subject to the above, whenever in this Agreement a reference to any Party is

made, such reference includes a reference to the heirs, transferees, executors, legal representatives, successors and assigns of such Party.

h. Interpretation. Each of the Parties has participated in the preparation of this Agreement, and no rule of construction applies construing this Agreement against either Party based on the claim that one Party was the drafter of the Agreement. This Agreement is deemed to have been made in Summit County, Utah.

i. Relationship of Parties. No express or implied term, provision or condition of this Agreement constitutes the Parties as partners or joint venturers nor does anything herein create the relationship of landlord and tenant.

j. Non-Terminable Agreement. No breach of the provisions of this Agreement entitle any fee title owner of the Grantor's Parcel or the Grantee's Parcel or other Party to cancel, rescind or otherwise terminate this Agreement, but such limitation does not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement defeats or renders invalid the lien of any mortgage or deed to secure debt made in good faith for value covering the Grantor's Parcel or the Grantee's Parcel or any portion thereof or any improvements thereon.

k. Remedies. In addition to any other rights or remedies available to Grantor at law or equity, in the event Grantee fails to comply with the provisions of this Agreement, Grantor may (but is not obligated to), after giving at least thirty (30) days' written notice to Grantee (or such shorter notice as may be reasonable under the circumstances, in case of an emergency), perform or cause to be performed such work or pay such sums as are necessary to comply with the terms of this Agreement. In such event, all sums reasonably expended and all costs and expenses reasonably incurred by Grantor in connection with such work shall bear interest from the date expended or incurred (as the case may be) until paid or otherwise satisfied in full at that rate of three percent (3%) per annum above the rate of interest established from time to time by Bank of America, N.A. or its successor as its prime rate, whether or not such rate is published, which rate of interest shall be adjusted with each change in such prime rate, and shall be paid promptly to Grantor by Grantee on written demand. Notwithstanding any provision in this Agreement to the contrary, in no event shall any party be liable to any other party for indirect, special, punitive, or consequential damages, including, without limitation, lost profits. All rights and remedies provided under this Agreement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein is not a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

l. Term. This Agreement and the Easement, rights, restrictions, obligations and liabilities created hereby are perpetual to the extent permitted by law. To the extent applicable law limits the term of any of the foregoing, the term thereof shall be automatically

renewed for a period equal to the greater of twenty (20) years or the longest period permitted by applicable law.

m. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Utah.

n. Modifications. This Agreement may be modified, amended or terminated in whole or in part, only by a written instrument executed and acknowledged by the then fee title owner of the Grantor's Parcel and the then fee title owner of the Grantee's Parcel.

o. Non-Merger. In the event that fee simple title to the Grantor's Parcel and the Grantee's Parcel is held simultaneously by a single owner, the Easement and the terms, covenants, and obligations set forth in this Agreement shall not automatically merge into the combined fee simple estate.

p. Non-Dedication. Nothing in this Agreement is a gift or dedication of all or any portion of the Easement area for the general public or for any public purposes whatsoever, it being the intention of the Parties that the rights granted herein be strictly limited to the purposes expressed in this Agreement. However, a general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon the Easement area in the proper performance of their duties.

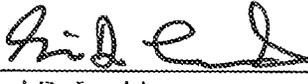
q. Attorneys' Fees. If there is a dispute under or otherwise relating to the enforcement of this Agreement that is not resolved by mutual agreement between the Parties, the prevailing Party in such dispute shall be entitled to reimbursement by the non-prevailing Party for the costs and expenses (including without limitation attorneys' and arbitrators' fees) incurred by the prevailing Party in such dispute.

[Signatures On Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

GRANTOR:

SHARI D. LEVITIN, as Trustee of the SHARI LEVITIN LIVING TRUST, dated January 30, 2009

By: 
Shari D. Levitin

GRANTOR:

LEE S. GERSTEIN, as Trustee of the LEE S. GERSTEIN LIVING TRUST, dated September 2, 2008

By: 
Lee S. Gerstein

GRANTEE:

KING DEVELOPMENT GROUP, LLC,
a Utah limited liability company

By: PCP, LLC, a Illinois limited liability company

By: _____
Its: _____

123-129 Ridge, LLC,
a Utah limited liability company

By: PCP, LLC, a Illinois limited liability company

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

GRANTOR:
SHARI D. LEVITIN, as Trustee of the SHARI
LEVITIN LIVING TRUST, dated January 30, 2009

By: _____
Shari D. Levitin

GRANTOR:
LEE S. GERSTEIN, as Trustee of the LEE S.
GERSTEIN LIVING TRUST, dated September 2,
2008

By: _____
Lee S. Gerstein

GRANTEE:

KING DEVELOPMENT GROUP, LLC,
a Utah limited liability company

By: PCP, LLC, a Illinois limited
liability company

By: Sheldon Baskin
Its: Manager

123-129 Ridge, LLC,
a Utah limited liability company

By: PCP, LLC, a Illinois limited
liability company

By: Sheldon Baskin
Its: Manager

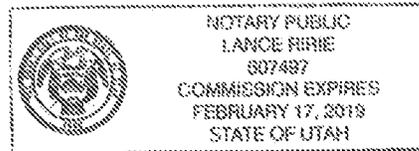
STATE OF Utah)
)
COUNTY OF Summit) ss.

On the 19 day of Jan, 2017, personally appeared before me SHARI D. LEVITIN, Trustee of the SHARI LEVITIN LIVING TRUST, dated January 30, 2009, who acknowledged before me that she executed the foregoing instrument.



Notary Public

My commission expires: Feb 17, 19 My residence is: Park City



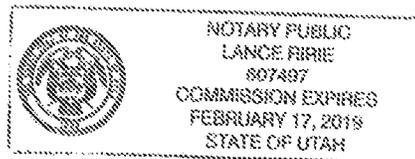
STATE OF Utah)
)
COUNTY OF Summit) ss.

On the 19 day of Jan, 2017, personally appeared before me LEE S. GERSTEIN, Trustee of the LEE S. GERSTEIN LIVING TRUST, dated September 2, 2008, who acknowledged before me that he signed the foregoing instrument on behalf of



Notary Public

My commission expires: Feb 17, 19 My residence is: Park City



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

On the 17th day of JANUARY, 2017, personally appeared before me SHELDON BASKIN who acknowledged before me that he signed the foregoing instrument on behalf of PCP, LLC, a Illinois limited liability company, the ~~manager~~ ^{member} of KING DEVELOPMENT GROUP, LLC.

James T. Buchholz
Notary Public

My commission expires: 12/14/18

My residence is: 2110 OAK AVE.
NORTHBROOK, IL 60062



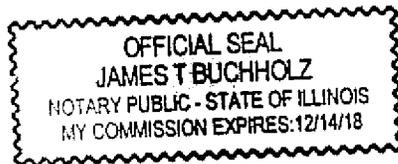
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

On the 17th day of JANUARY, 2017, personally appeared before me SHELDON BASKIN who acknowledged before me that he signed the foregoing instrument on behalf of PCP, LLC, a Illinois limited liability company, the ~~manager~~ ^{member} of 123-129 RIDGE, LLC.

James T. Buchholz
Notary Public

My commission expires: 12/14/18

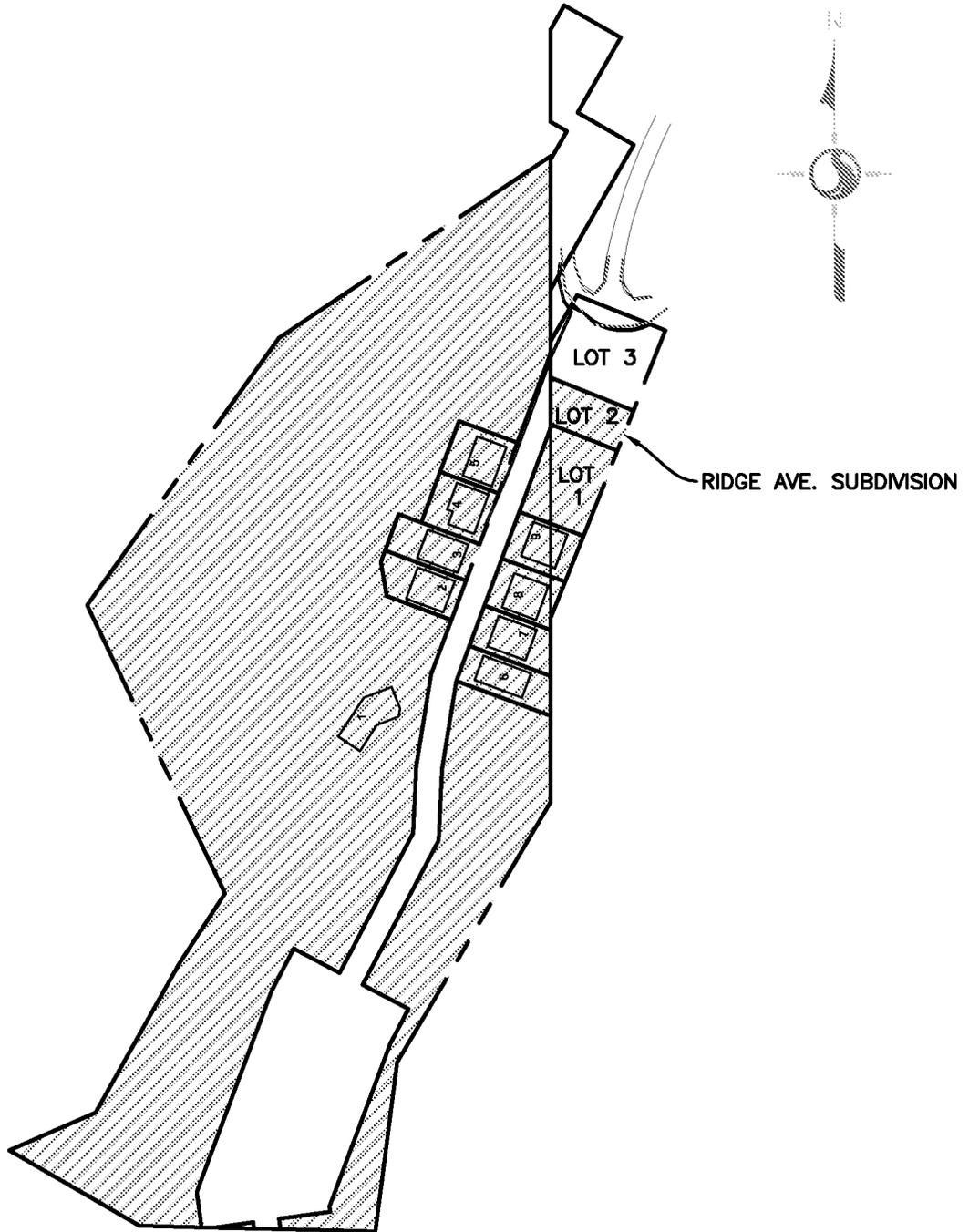
My residence is: 2110 OAK AVE.
NORTHBROOK, IL 60062



**EXHIBIT 1
to Easement Agreement**

[Grantee's Parcel Legal Description to Alice Claim and 123 and 129 Ridge to be added]

V:\2053\Active\205303057\drawing\sheets\modified Gulley\Entry Plan - Alt 8 - Exhibits.dwg
2017/01/17 3:47 PM By: Offermann, Glenn



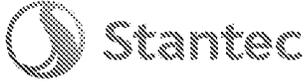
ORIGINAL SHEET - ANSI A

January, 2017
205303057



Title
EXHIBIT 1
Grantee's Parcel

3995 South 700 East, Suite 300
Salt Lake City UT
Tel: 801.241.0000



January 17, 2017

Tax Serial No. PC-S-55

Alice Lode Mining Claim, designated by the Surveyor General as Lot 3331, embracing a portion of the Northeast quarter of Section 21, Township 2 South, Range 4 East, SLB&M, and more particularly described as follows:

Beginning at corner No. 1, a pine post 4 inches square, marked 1-3331, with a mound of stone, from which corner No. 1 of Lot No. 655, the Park View lode claim, bears South $64^{\circ}26'$ West 283.4 feet distant; and the quarter section corner between Sections 16 and 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, bears North $22^{\circ}33'$ West 1671 feet; distant; thence first course, magnetic variation $16^{\circ}30'$ East, South $59^{\circ}30'$ East 99 feet intersect line 1-2 of Lot No. 256, the Huron Mine lode claim at South $65^{\circ}45'$ West 101 feet from corner No. 1; 267.4 feet intersect line 1-2 of said Lot No. 655; 566 feet to corner No. 2; thence second course, magnetic variation $16^{\circ}33'$ East; North $7^{\circ}34'$ East 145.2 feet intersect line 1-2 of said Lot No. 655; 340.3 feet to corner No. 3; thence third course, magnetic variation $16^{\circ}40'$ East, North $30^{\circ}54'$ East 301.9 feet intersect the West boundary line of the Northeast quarter of the Northeast quarter of said Section 21, 349.7 feet to No. 4; thence fourth course, magnetic variation $16^{\circ}35'$ East, North $17^{\circ}20'$ East, 788 feet to corner No. 5 on top of dividing ridge between Woodside and Empire Canyons, and not established; thence fifth course, magnetic variation $16^{\circ}50'$ East, North $59^{\circ}30'$ West 37 feet to witness corner to said corner No. 5, a pine post 4 inches square marked W.C. 5-3331, in mound of stones; 137.6 feet intersect line 2-3 of Lot 653, the Newell lode claim; 300.9 feet intersect West boundary line of the Northeast quarter of the Northeast quarter of said Section 21; 308.1 feet to a point from which discovery monument bears South $17^{\circ}20'$ West 906 feet distant, 318.1 feet to corner No. 6; thence sixth course, magnetic variation $16^{\circ}50'$ East, South 36° West 462.3 feet intersect line 2-3 of said Lot No. 653; 1, 122.2 feet to corner No. 7 identical with corner No. 2 of Lot 56, the Woodside lode claim; thence seventh course, magnetic variation $16^{\circ}30'$ East, South $2^{\circ}06'$ West 223.2 feet intersect line 3-4 of said Lot No. 56 at South $65^{\circ}45'$ West 99.1 feet from corner No. 3, also intersect line 3-4 of said Lot 256, at South $65^{\circ}45'$ West 99.1 feet from corner No. 4 and from said corner No. 4 corner No. 1 of said Lot No. 256 bears South $24^{\circ}15'$ East 200 feet distant, 356.2 feet to corner No. 1, the place of beginning.

Expressly excepting and excluding from these presents all that portion of the ground, hereinbefore described, embraced in said mining claims or Lot No's. 56, 256, 653 and 655 and the Northeast quarter of the Northeast quarter of said Section 21, also those portions of survey No. 3057, the Grade Lode claim, in conflict with said Lot No's. 56, 256 and 655.

Also, Excepting therefrom, the following described tracts:



Beginning at Corner No. 7 of the Alice Claim, Mineral Survey No. 3331 (a part of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian); and running thence along the Westerly boundary of the Alice Claim North $36^{\circ}05'04''$ East 185 feet; thence South $25^{\circ}11'$ East 375 feet; thence South $29^{\circ}44'07''$ West 198.23 feet; thence running North $25^{\circ}11'$ West 400 feet, more or less, to the point of beginning.

Beginning at a point North $36^{\circ}05'04''$ East 185 feet from the corner No. 7 of the Alice Claim, Mineral Survey No. 3331 (a part of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian); and running thence along the Westerly boundary of the Alice Claim North $36^{\circ}05'04''$ East 94 feet; thence South $25^{\circ}11'$ East 370 feet; thence South $33^{\circ}28'50''$ West 96.50 feet; thence North $25^{\circ}11'$ West 375 feet, more or less, to the point of beginning.

Also, excepting therefrom the following:

A strip of land thirty feet in width, i.e., fifteen feet on either side of a line located as follows:

Commencing at a point 110 feet Westerly from the Southeast corner of the Alice Lode Mining Claim, patented as lot 3331, located in the Northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and in the Uintah Mining District, Summit County, Utah; and running thence North $7^{\circ}20'$ West 125 feet; thence North $20^{\circ}49'$ East 224.3 feet; thence North $28^{\circ}8'$ East 236.5 feet; thence North $3^{\circ}13'$ East 80.7 feet; thence North $9^{\circ}39'$ East 105 feet; thence North $20^{\circ}47'$ East 730.6 feet, to the North end line of said claim; with the addition of 60 feet on either side of said strip of land commencing 100 feet from the Southerly end of said strip and extending 300 feet Northerly on each side of said of land.

Lot 1, Ridge Avenue Subdivision

All of Lot 1 of Ridge Avenue Subdivision, according to the official plat on file and recorded at the Summit County Recorder's Office as Entry No. 444460.

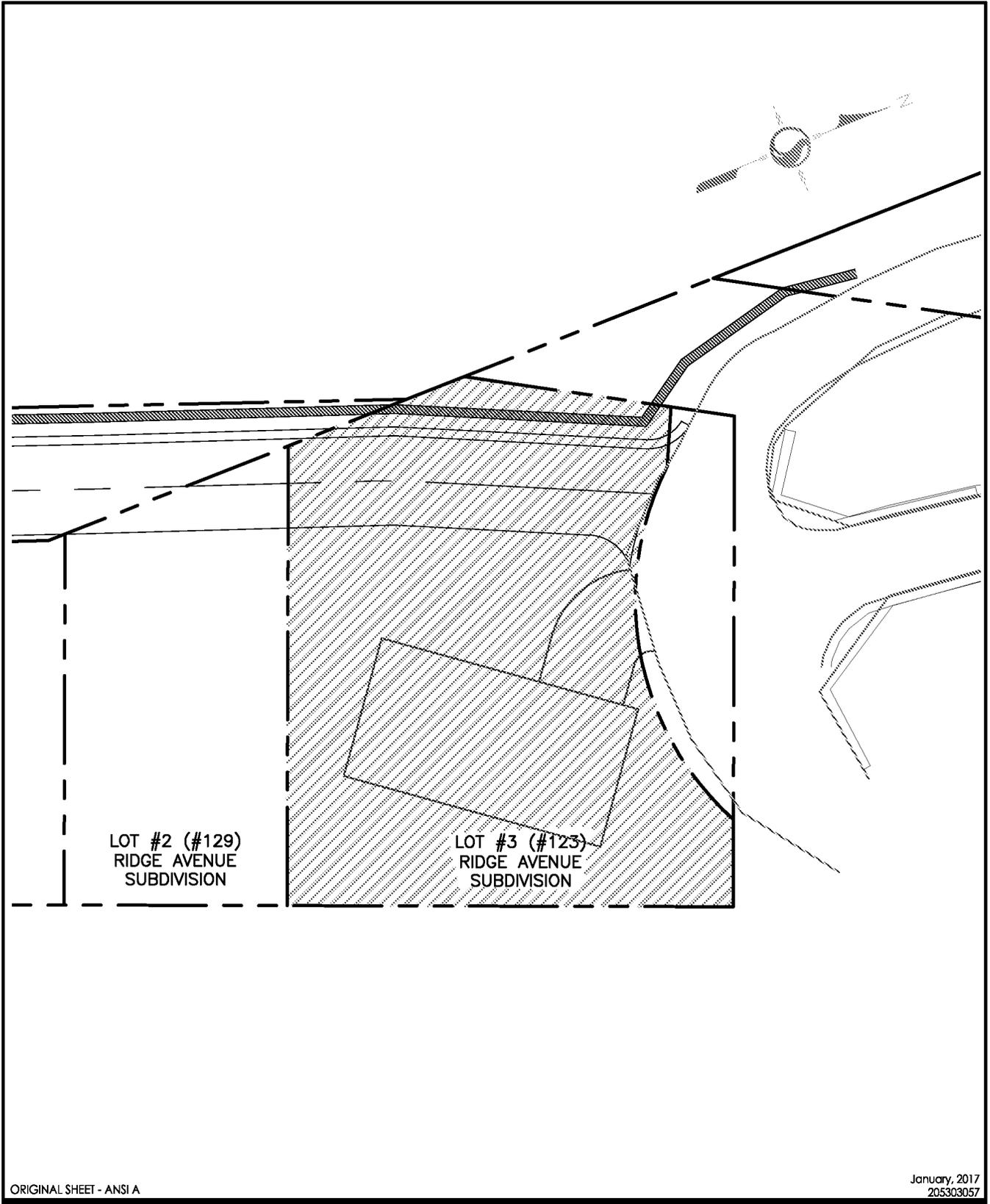
Lot 2, Ridge Avenue Subdivision

All of Lot 2 of Ridge Avenue Subdivision, according to the official plat on file and recorded at the Summit County Recorder's Office as Entry No. 444460.

**EXHIBIT 2
to Easement Agreement**

[Grantor's Parcel Legal Description to be added]

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2017/01/17 3:46 PM By: Offermann, Glenn



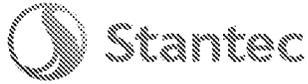
ORIGINAL SHEET - ANSI A

January, 2017
205303057



Title
EXHIBIT 2
Grantor's Parcel

3995 South 700 East, Suite 300
Salt Lake City UT
Tel: 801.241.0000



Stantec Consulting Services Inc.
3995 South 700 East Suite 300, Salt Lake City UT 84107-2540

January 17, 2017

Exhibit #2

Lot 3, Ridge Avenue Subdivision

All of Lot 3 of Ridge Avenue Subdivision, according to the official plat on file and recorded at the Summit County Recorder's Office as Entry No. 444460.

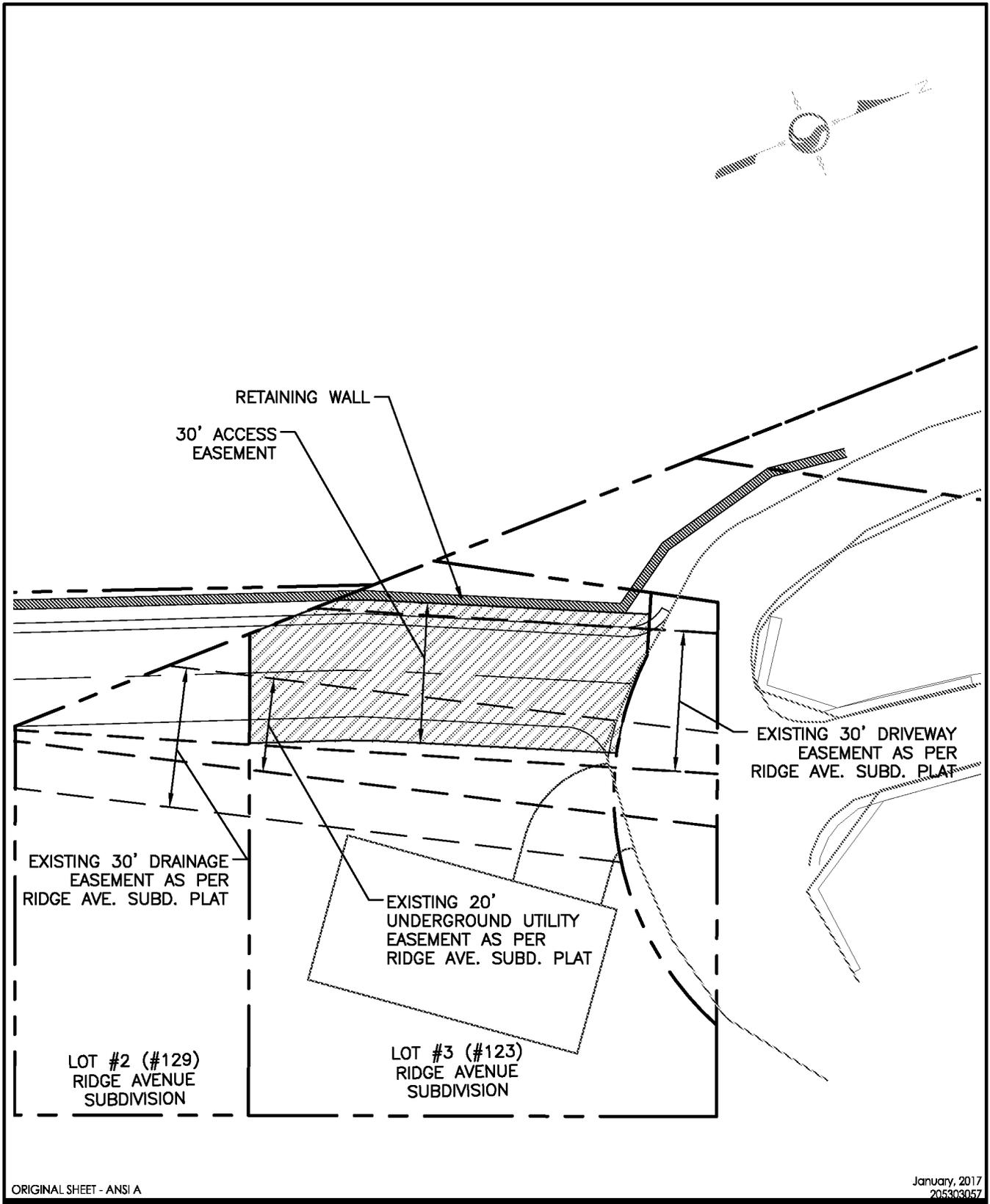
Contains: 9,775 sq.ft

Design with community in mind

**EXHIBIT 3
to Easement Agreement**

[Easement maps and legal descriptions to be added]

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2017/01/18 2:50 PM By: Bolton, Scott



ORIGINAL SHEET - ANSI A

January, 2017
205303057



3995 South 700 East, Suite 300
Salt Lake City UT
Tel. 801.261.0090

Title

EXHIBIT 3
Access Easement



Stantec Consulting Services Inc.
3995 South 700 East Suite 300, Salt Lake City UT 84107-2540

January 11, 2017

Easement Across Lot 3, Ridge Avenue Subdivision

A 30.00 foot wide access easement, being a part of Lot 3 Ridge Avenue Subdivision, as recorded in the Summit County Recorder's Office as Plat Entry No. 444460, further described as follows:

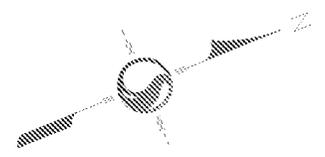
Beginning on the southwest line of said Lot 3 which is 1312.81 feet North $89^{\circ}06'26''$ West along the section line and 678.70 feet South $0^{\circ}26'00''$ West from the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; running thence North $20^{\circ}20'43''$ East 1.33 feet to a point of curvature; thence northeasterly along the arc of a 115.00 foot radius curve to the right a distance of 9.17 feet (central angle equals $4^{\circ}34'12''$ and long chord bears North $22^{\circ}37'49''$ East 9.17 feet); thence North $24^{\circ}54'55''$ East 57.00 feet to the south line of a public street right of way; thence along said south line (2) two courses as follows: South $64^{\circ}42'37''$ East 8.65 feet to a non-tangent point on a curve and southeasterly along the arc of a 66.34 foot radius curve to the left a distance of 22.14 feet (central angle equals $19^{\circ}07'10''$ and long chord bears South $50^{\circ}43'36''$ East 22.04 feet) along said right of way to a point of non-tangency; thence South $24^{\circ}54'55''$ West 51.48 feet to a point of curvature; thence southwesterly along the arc of a 85.00 foot radius curve to the left a distance of 6.78 feet (central angle equals $4^{\circ}34'12''$ and long chord bears South $22^{\circ}37'49''$ West 6.78 feet); thence South $20^{\circ}20'43''$ West 20.29 feet to the south line of said Lot 3; thence along said Lot (2) two courses as follows: North $67^{\circ}52'42''$ West 23.41 feet and North $0^{\circ}26'00''$ East 19.39 feet to the point of beginning.

Contains: 2,411 sq.ft. or 0.055 acres

Design with community in mind

**EXHIBIT 4
to Easement Agreement**

[Construction and Landscape Easement maps and legal descriptions to be added]



RETAINING WALL
CONSTRUCTION AND
LANDSCAPE EASEMENT

EXISTING 30' DRIVEWAY
EASEMENT AS PER
RIDGE AVE. SUBD. PLAT

EXISTING 30' DRAINAGE
EASEMENT AS PER
RIDGE AVE. SUBD. PLAT

EXISTING 20'
UNDERGROUND UTILITY
EASEMENT AS PER
RIDGE AVE. SUBD. PLAT

LOT #2 (#129)
RIDGE AVENUE
SUBDIVISION

LOT #3 (#123)
RIDGE AVENUE
SUBDIVISION

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2017/01/18 2:53 PM By: Bolton, Scott

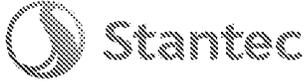
ORIGINAL SHEET - ANSI A

January, 2017
205303057



3995 South 700 East, Suite 300
Salt Lake City UT
Tel. 801.261.0090

Title
EXHIBIT 4
Construction and
Landscape Easement



Stantec Consulting Services Inc.
3995 South 700 East Suite 300, Salt Lake City UT 84107-2540

January 11, 2017

Landscape Easement (East) Across Lot 3, Ridge Avenue Subdivision

A Landscape and Construction easement being a part of Lot 3 Ridge Avenue Subdivision, as recorded in the Summit County Recorder's Office as Plat Entry No. 444460, further described as follows:

Beginning on the south line of said Lot 3 which is 1312.81 feet North $89^{\circ}06'26''$ West along the section line and 698.09 feet South $0^{\circ}26'00''$ West and 23.41 feet South $67^{\circ}52'42''$ East 23.41 feet from the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; running thence North $20^{\circ}20'43''$ East 20.29 feet to a point of curvature; thence northeasterly along the arc of a 85.00 foot radius curve to the right a distance of 6.78 feet (central angle equals $4^{\circ}34'12''$ and long chord bears North $22^{\circ}37'49''$ East 6.78 feet); thence North $24^{\circ}54'55''$ East 51.48 feet to the south line of a public street right of way and a non-tangent point on a curve; thence southeasterly along the arc of a 66.34 foot radius curve to the left a distance of 2.05 feet (central angle equals $1^{\circ}46'03''$ and long chord bears South $61^{\circ}10'13''$ East 2.05 feet) to a point of non tangency; thence South $15^{\circ}29'30''$ West 1.46 feet to a point on the south side of a concrete driveway and a non-tangent point on a curve; thence southerly along the arc of a 20.83 foot radius curve to the left a distance of 17.92 feet (central angle equals $49^{\circ}16'57''$ and long chord bears South $9^{\circ}08'59''$ East 17.37 feet) along said driveway to a point of non tangency; thence South $28^{\circ}57'50''$ West 62.37 feet to said south line of Lot 3; thence North $67^{\circ}52'42''$ West 5.73 feet along said line to the point of beginning.

Contains: 673 sq.ft. or 0.015 acres.

Design with community in mind



Stantec Consulting Services Inc.
3995 South 700 East Suite 300, Salt Lake City UT 84107-2540

January 11, 2017

Landscape Easement (West) Across Lot 3, Ridge Avenue Subdivision

A Landscape and Construction easement being a part of Lot 3 Ridge Avenue Subdivision, as recorded in the Summit County Recorder's Office as Plat Entry No. 444460, further described as follows:

Beginning at a southwest corner of said Lot 3 which is 1312.81 feet North $89^{\circ}06'26''$ West along the section line and 655.73 feet South $0^{\circ}26'00''$ West from the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; running thence North $30^{\circ}18'18''$ East 46.81 feet along the west line of said Lot 3 to the south line of a public street right of way; thence South $64^{\circ}42'37''$ East 4.65 feet along said right of way; thence South $24^{\circ}54'55''$ West 57.00 feet to a point of curvature; thence southwesterly along the arc or 115.00 foot radius curve to the left a distance of 9.17 feet (central angle equals $4^{\circ}34'12''$ and Long Chord bears South $22^{\circ}37'49''$ West 9.17 feet); thence South $20^{\circ}20'43''$ West 1.33 feet to the southwest line of said Lot 3; thence North $0^{\circ}26'00''$ East 22.97 feet along said line to the point of beginning.

Contains: 411 sq.ft. or 0.009 acres

Design with community in mind

LEGEND

-  LOT BOUNDARY
-  LIMIT OF DISTURBANCE/ BUILDING ENVELOPE (ESTATE LOT ONLY)
-  BUILDING FOOTPRINT
-  PROPOSED CONTOUR
-  PROPOSED RETAINING WALL, MORE THAN 6' HEIGHT (INCLUDED IN C.U.P. APPLICATION)
-  TRAIL EASEMENT
-  PUBLIC TRAIL
-  LOT SETBACK

LOT TABLE

ZONE	LOT NO	TOTAL (SF)	TOTAL (ACRE)	ALLOWABLE BUILDING FOOTPRINT(SF)	BUILDING FOOTPRINT (SF)	ZONE ACREAGE	TOTAL UNDISTURBED AREA(ACRE)	% UNDISTURBED
ESTATE	1	131022.1	3.01	N/A	2500	5.08	4.82	94.8%
HR-1	2	4510	0.10	1750	1750	3.57	2.69	75.4%
	3	4510	0.10	1750	1750			
	4	4510	0.10	1750	1750			
	5	4510	0.10	1750	1750			
	6	4510	0.10	1750	1750			
	7	4510	0.10	1750	1750			
	8	4510	0.10	1750	1750			
	9	4510	0.10	1750	1750			

SUBDIVISION

- LOTS 2-8 IN HR-1 ZONE DISTRICT
 - MAXIMUM 0.10 ACRE LOTS
 - MAXIMUM 1750 SF FOOTPRINT
- LOT 1 IN ESTATE ZONE DISTRICT
 - DEVELOPED PER L.M.C.
 - DEFINED LOT 1 DISTURBANCE ENVELOPE
- EVERGREEN TREES ARE PRESERVED AND SCREEN VIEWS OF HOME SITES
- FOOTPRINTS SHOWN REPRESENT MAX SIZE; ACTUAL HOUSE FOOTPRINTS WILL BE ARTICULATED AND LOCATED ANYWHERE WITHIN PLATTED SETBACKS AND LIMITS OF DISTURBANCE.

PLAT AMENDMENT

- 0.38 ACRE HRL ZONE
- LOTS DEDICATED TO CITY

NOTES:

1. LOTS #123 AND 129 OF ADJACENT RIDGE AVENUE SUBDIVISION ARE OWNED BY AFFILIATED COMPANIES.
2. ACTUAL FFE TO BE DETERMINED AT BUILDING PERMIT SUBMITTAL.

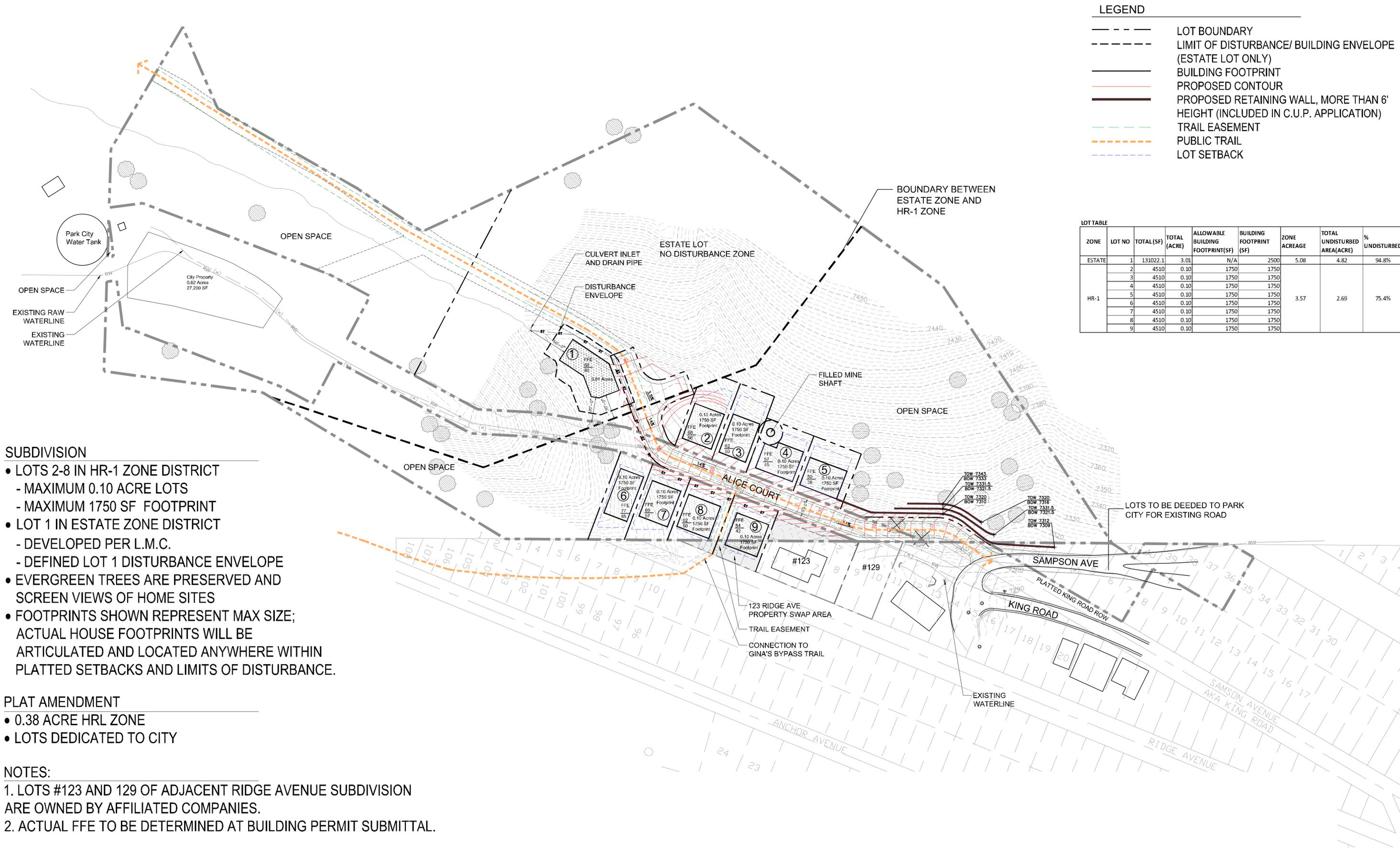
ALICE CLAIM

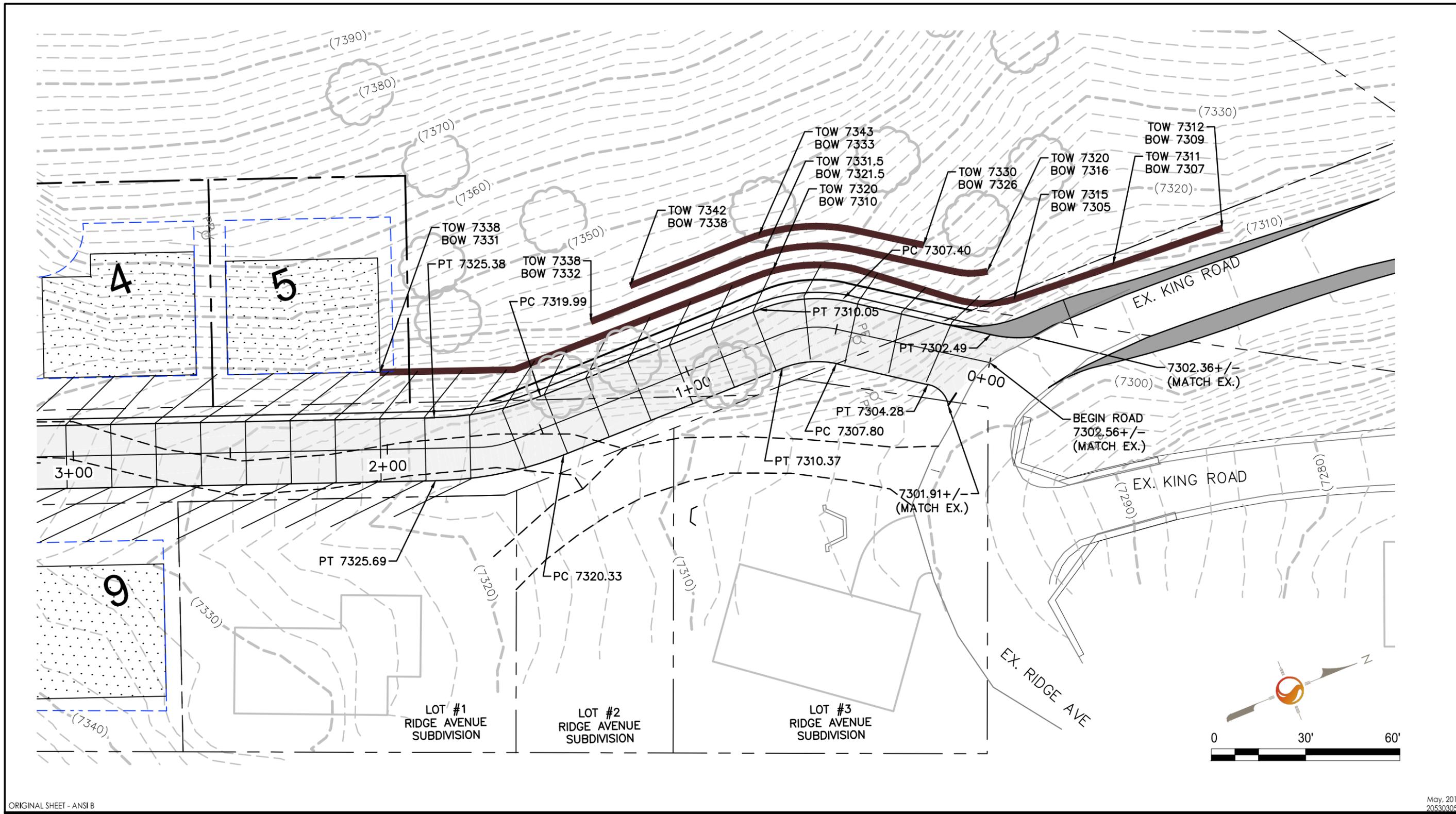
GULLY SITE PLAN

KING DEVELOPMENT GROUP, LLC
 P.O. BOX 244
 PARK CITY, UTAH 84060



0 10 50
 5 30 100
 SCALE: 1"=50'-0"
 DATE: MAY 25 2016





ORIGINAL SHEET - ANSI B

May, 2016
205303057



3995 South 700 East, Suite 300
 Salt Lake City UT
 Tel. 801.261.0090
 www.stantec.com

Client/Project
 KING DEVELOPMENT L.L.C.
 ALICE CLAIM
 PARK CITY, UTAH

Figure No.

1

Title

PREVIOUS ENTRY PLAN