

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT 'A'
ATTACHED TO AND BY REFERENCE FORMING A PART OF THAT CERTAIN
SETTLEMENT AGREEMENT BY AND BETWEEN TRANS-WASATCH COMPANY
a Utah corporation, PARK CITY CONSOLIDATED MINES COMPANY,
a Utah corporation, and PARK CITY MUNICIPAL CORPORATION
CONSISTING OF 6 PAGES
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PROPERTY LOCATED IN SUMMIT COUNTY:

Beginning at a point on the Summit-Wasatch County line. said point being South 0°30'11" West 529.16 feet along the section line and East 5719.73 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 4°33'29" East 142.89 feet; thence North 12°19'16" East 761.76 feet; thence North 0°40'51" West 620.11 feet more or less; thence along the south line of the Republican Mining Claim (MS 4980) South 68°19'00" East 310.72 feet more or less; thence along the east line of the Republican Mining Claim North 31°00'00" East 1281.41 feet more or less; thence along the North line of the Queen Esther No. 5 Mining Claim (MS 6979) South 66°45'00" East 1350.12 feet more or less; thence along the east line of the Queen Esther No. 4 and the Queen Esther No. 5 Mining Claims South 18°45'00" 1174.00 feet more or less; thence along the North line of the Queen Esther No. 3 Mining Claim South 66°45'00" East 251.90 feet more or less; thence along the east line of the Queen Esther No. 3 Mining Claim South 18°31'58" West 799.74 feet; thence along the Summit-Wasatch County Line the following 4 courses: 1) North 43°00'37" West 488.15 feet; thence 2) North 85°09'01" West 382.13 feet; thence 3) South 73°11'51" West 485.08 feet; thence 4) South 73°02'55" West 812.81 feet to the point of beginning.

Beginning at a point on the Summit-Wasatch County line; said point being South 0°30'11" West 529.16 feet along the section line and east 5719.73 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the county line the following 3 courses 1) South 61°48'14" West 133.55 feet; thence 2) South 55°24'54" West 454.52 feet; thence 3) South 17°33'57" West 370.98 feet more or less; thence along the north line of the Mc Kinley mining claim (MS 6645) North 85°42'00" West 328.95 feet more or less; thence North 10°11'15" East 539.77 feet more or less; thence North 1°37'00" East 432.66 feet; thence North 14°00'00" East 258.00 feet; thence along the boundary line of the Nordic Village PUD Parcel B the following 4 courses: 1) North 84°40'00" West 106.15 feet to a point on a 112.50 foot curve to the left, whose radius point bears North 70°59'48" West; thence 2) along the arc of said curve 55.96 feet thru a central angle of 28°30'07"; thence 3) North 9°30'00" West 11.92 feet to a point on a 77.50 foot curve to the right, whose radius point bears North 80°30'03" East; thence 4) along the arc of said curve 51.70 feet thru a central angle of 38°13'22"; thence South 61°16'38" East 144.93 feet; thence along the boundary line of the Nordic Village PUD Parcel B the following 4 courses 1) North 29°36'17" East 200.40 feet; thence 2) North 23°00'00" East 189.00 feet; thence 3) North 8°00'00" West 55.58 feet; thence 4) North 80°00'00" West 97.00 feet to a point on a 275.00 foot curve to the left, whose radius point bears North 83°13'29" West; thence along the arc of said curve and along the Queen Esther Drive right-of-way line 54.92 feet thru a central angle of 11°26'15"; thence along the Queen Esther Drive right-of-way line North 4°40'00" West 57.72 feet; thence along the boundary line of the

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Nordic Village PUD Parcel A the following 3 courses; 1) South 80°00'00" East 315.23 feet; thence 2) North 4°00'00" East 303.94 feet; thence 3) North 17°00'00" West 360.40 thence along the South line of the Weary Willie and the Republican Mining Claims South 68°19'00" East 649.62 feet more or less; thence South 0°40'51" East 620.11 Feet; thence South 12°19'16" West 761.76 feet; thence South 4°33'29" West 142.89 feet to the point of Beginning.

Beginning on the Summit-Wasatch County Line, said point being South 1799.86 feet and East 5007.93 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running along said County line thru the following 9 courses: 1) South 8°43'41" West 376.38 feet; 2) South 28°29'27" West 214.25 feet; 3) South 11°18'39" West 801.36 feet; 4) South 12°51'25" West 724.39 feet; 5) South 12°53'14" West 499.62 feet; 6) South 26°08'13" East 279.53 feet; 7) South 40°47'43" East 296.74 feet; 8) South 51°35'50" East 408.17 feet; 9) South 41°02'08" West 549.09 feet to the westerly lines of Rucker No. 1 Mining Claim (MS 5166) and the Fred Williams No. 1 Mining Claim (MS 5166); thence along said line North 30°48'28" West 711.10 feet; thence North 0°39'04" West 1493.58 feet; thence North 89°56'57" West 288.35 feet; thence North 11°55'00" East 245.62 feet to the Southeast corner of the East Bench Multi Family Parcel recorded plat No. 228831; thence along the easterly line of said plat North 11°55'00" East 183.55 feet; thence along the easterly line of said plat North 17°46'20" East 1256.61 feet to the northeast corner of said plat; thence along the north line of McKinley No. 1 Mining Claim (MS 6645) South 85°42'00" East 511.49 feet to the point of beginning.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

Beginning at point South 0°30'11" West along the section line 3378.45 feet and East 4339.03 feet from the East Quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 89°56'57" East 4.68 feet; thence South 0°39'04" East 889.19 feet; thence South 11°8'47" East 613.94 feet; thence South 30°46'00" East 699.03 feet to the Summit-Wasatch County line, as monumented; thence along the county line South 41°02'08" West 0.90 feet to the westerly line of the RUCKER NO. 1 and the FRED WILLIAMS NO. 1 mining claims (MS 5166); thence along said line North 30°48'28" West 743.68 feet; thence North 0°11'40" West 1465.51 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING TWO PARCELS:

EXCEPTION A

BEGINNING at the northeast corner of the East Bench Multi Family Parcel recorded as plat No. 228831, said point is South 1761.51 feet and East 4497.89 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence South 17°46'20" West 533.99 feet; thence West 2.01 feet; thence North 17°46'20" East 534.14 feet; thence South 85°42'00" East 1.97 feet to the point of BEGINNING.

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EXCEPTION B

BEGINNING at a point South 0°30'11" West along the Section Line 3376.11 feet and East 4045.00 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 89°56'57" East 1.78 feet; thence North 11°55'00" East 243.49 feet to the Southeast corner of the East Bench Multi Family Parcel, recorded Entry No. 22831; thence along the southerly line of said parcel North 51°00'00" West 1.96 feet; thence South 11°55'00" West 244.75 feet to the point of Beginning.

PROPERTY LOCATED IN WASATCH COUNTY:

Beginning at a point on the Summit-Wasatch County line, said point is located South 0°30'11" West 5482.77 feet along the section line and East 4743.36 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the County Line the following 16 courses: 1) North 41°02'08" East 549.09 feet; thence 2) North 51°35'50" West 408.17 feet; thence 3) North 40°47'43" West 296.74 feet; thence 4) North 26°08'13" West 279.53 feet; thence 5) North 12°53'14" East 499.61 feet; thence 6) North 12°51'25" East 724.39 feet; thence 7) North 11°18'39" East 801.35 feet; thence 8) North 28°29'27" East 214.25 feet; thence 9) North 8°43'41" East 906.05 feet; thence 10) North 17°33'57" East 446.92 feet; thence 11) North 55°24'54" East 454.52 feet; thence 12) North 61°48'14" East 133.55 feet; thence 13) North 73°02'55" East 812.81 feet; thence 14) North 73°11'51" East 485.08 feet; thence 15) South 85°09'01" East 382.13 feet; thence 16) South 43°00'37" East 488.15 feet; thence along the east line of the Queen Esther No. 3 Mining Claim (MS 6979) South 18°31'58" West 333.29 feet; thence along the West line of the Mountain Neef No. 5 Mining Claim (MS 6798) South 5°39'38" East 573.77 feet; thence along the West line of the Mountain Neef No. 3 Mining Claim South 5°26'45" East 627.94 feet; thence along the south line of the Mountain Neef No. 3 Mining Claim South 77°30'43" East 1500.74 feet; thence along the east line of the Mountain Neef No. 3 Mining Claim North 5°26'43" West 28.39 feet; thence along the North line of the Mountain Neef Mining Claim North 84°33'15" East 1386.12 feet; thence along the right-of-way line of US 40 South 18°46'46" East 493.82 feet more or less; thence along the east line of the Mountain Neef Mining Claim South 5°26'45" East 119.49 feet more or less; thence along the south line of the Mountain Neef Mining Claim South 84°40'19" West 468.55 feet more or less; thence along the east line of the Kruger No. 3 Mining Claim (MS 5161) South 50°41'13" East 615.39 feet; thence along the north line of the Old Missouri Mining Claim (MS 5161) South 89°54'38" East 319.16 feet; thence along the right-of-way line of US 40 the following 3 courses: 1) South 20°26'22" East 433.78 feet more or less; thence 2) South 1°51'02" East 213.74 feet; thence 3) South 34°17'35" East 97.77 feet more or less; thence along the west line of the Thurman Lode (Lot 155) South 7°10'00" East 414.32 feet more or less; thence along the South line of the Kruger No. 4 Mining Claim South 80°45'00" West 805.77 feet more or less; thence along the South Line of the Kruger No. 4 Mining Claim

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South 80°20'00" West 683.50 feet more or less; thence along the south line of the Dewet No. 4 Mining Claim (MS 5161) South 80°20'00" West 798.50 feet more or less; thence along the South line of the Dewet No. 4 Mining Claim South 85°53'00" West 697.41 feet more or less; thence along the North line of the Pioche No. 14 Mining Claim South 85°53'00" West 798.80 feet more or less; thence along the west line of the Pioche No. 14 Mining Claim (lot 181) South 9°45'00" East 341.45 feet more or less; thence along the south line of the Sommer Mining Claim (MS 5166) South 81°01'45" West 597.51 feet more or less; thence along the South line of the Sommer Mining Claim South 53°31'51" West 772.57 feet; thence along the West line of the Sommer Mining Claim North 47°08'25" West 395.50 feet; thence along the South line of the Hanna Lode No. 1 Mining Claim (MS 5166) South 56°21'07" West 61.39 feet more or less; thence along the north line of the North Dakota Mining Claim (Lot 185) South 59°25'05" West 1303.28 feet more or less; thence along the west line of the Hanna Lode No. 1 North 30°41'11" West 532.49 feet more or less; thence along the west line of the Rucker No. 1 Mining Claim (MS 5166) North 30°48'29" West 247.82 feet to the point of beginning.

Excepting therefrom the following 3 Parcels:

EXCEPTION 1

A Parcel of Land for a frontage road incident to the construction of an expressway known as Project No. NF-19, being part of an entire tract of property, situate in Kruger No. 4, Survey No. 5161 of the Blue Ledge Mining District, located in the northwest quarter (NW 1/4) of Section Twenty-Four (24), Township Two (2) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah, more particularly described as follows.

Beginning at a point fifty (50.0) feet perpendicularly distant northerly from the centerline of said frontage road known as "L" line for said project at Engineer Station 18+50.00, which point is approximately Thirteen Hundred Fifty-Two and Forty-Nine Hundredths (1352.49) feet South 00°9'44" West and Two Hundred One and Ninety-Nine Hundredths (201.99) feet South 89°50'16" East from the Northwest Corner of said Section 24: Thence South 71°13'00" East Two Hundred Twenty-Eight and Forty-One Hundredths (228.41) feet to the southerly mining claim line of said Kruger No. 4; thence South 80°45' West (South 80°55'52" West Highway Bearing) Two Hundred Fourteen and Four Hundredths (214.04) feet, more or less, along said southerly mining claim line to a point fifty (50.0) feet perpendicularly distant southerly from said centerline; thence North 71°13'00" West Thirty-Nine and Sixteen Hundredths (39.16) feet, more or less; thence North 18°47'00" East one hundred (100.00) feet to the point of beginning.

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EXCEPTION 2 - BLM Fraction North

Beginning at a point on the North line of the Roosevelt Mining Claim (MS 6645) and on the East Line of the Queen Esther No. 11 Mining Claim (MS 6979), said point being South 00°30'11" West 1269.25 feet along the section line and East 5990.53 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt Mining Claim South 85°42'00" East 414.97 feet; thence along the south line of the Queen Esther No. 6 Mining Claim North 67°49'00" West 402.56 feet; thence along the east line of the Queen Esther No. 11 Mining Claim South 18°45'00" West 127.66 feet to the point of beginning.

EXCEPTION 3 - BLM Fraction South

Beginning at a point on the East line of the Hanna Lode Mining Claim (MS 5166) and the South Line of the Schuyler Mining Claim (MS 5166), said point is located South 0°30'11" West 5156.19 feet along the section line and East 6294.91 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Schuyler Mining Claim North 74°15'00" East 99.87 feet more or less; thence along the North Line of the Sommer Mining Claim (MS 5166) South 52°50'00" West 97.07 feet more or less; thence along the east line of the Hanna Lode Mining Claim North 30°46'00" West 36.70 feet more or less to the point of beginning.

STATE LANDS LEASES

State Lands Lease Parcel #1 (McKinley East of County Line)

Beginning at a point on the North Line of the McKinley Mining Claim (MS 6645) and on the Summit-Wasatch County Line, said point being South 00°30'11" West 1203.97 feet along the section line and east 5121.79 feet more or less from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the McKinley Mining Claim South 85°42'00" East 400.24 feet; thence along the east line of the McKinley Mining Claim South 4°18'00" West 600.00 feet; thence along the South line of the McKinley Mining Claim North 85°42'00" West 458.40 feet; thence along the Summit-Wasatch County Line North 8°43'41" East 527.66 feet; thence along the Summit-Wasatch County Line North 17°33'57" East 75.94 feet to the point of beginning.

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State Lands Lease Parcel #2 (Roosevelt No. 1 Mining Claim)

Beginning at the Northwest corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South 00°30'11" West 1832.31 feet along the section line and East 5481.43 feet more or less from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the North line of the Roosevelt No. 1 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 1 Mining Claim South 4°18'00" West 600.00 feet; thence along the South Line of the Roosevelt No. 1 Mining Claim North 85°42'00" West 1500.00 feet; thence along the West line of the Roosevelt No. 1 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

State Lands Lease Parcel #3 (Roosevelt No. 4 less MS 5166)

Beginning at the Northwest corner of the Roosevelt No. 4 Mining Claim (MS 6645); said point being South 00°30'11" West 3000.53 feet along the section line and East 5021.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the north line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 1500.00 feet; thence along the east line of the Roosevelt No. 4 Mining Claim South 4°18'00" West 437.42 feet; thence along the North line of the Dieter and the Schuyler Mining Claims (MS 5166) South 74°25'00" West 478.02 feet; thence along the south line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 1050.48 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North 4°18'00" East 600.00 feet to the point of beginning.

Hidden Hollow Neighborhood
Land Use Table

Lot #	Area	Use
1	3.36	1
2	2.27	1
3	4.41	1
4	4.03	1
5	4.03	1
TOTAL	18.10	5

DEVELOPMENT DENSITY TABLE:

Development Area	Residential Units:		Commercial, Support Commercial or Academic (In Square Feet)
	Multi-Family (per unit)	Single Family	
Snow Park Hotel	25*	2,000 (Unit Equivalents)	5% of Gross Floor Area Amenities as Appropriate
Roosevelt Gap Lodge	105 (Unit Equivalents)	2,000	5% of Gross Floor Area Amenities as Appropriate
Slalom Village	83	2,400	20,000 (Ski Academy) Support Commercial: 5% of Gross Floor Area Amenities as Appropriate
Snowtop Neighborhood	-0-	16	Amenities as Appropriate
Hidden Hollow Neighborhood	-0-	4	Amenities as Appropriate
Little Baldy Neighborhood	-0-	60	Support Commercial: 10,000 Amenities as Appropriate
St. Louis Neighborhood	-0-	66	Amenities as Appropriate
Telemark Village	182*	Varied	General Commercial: 42,000 Amenities as Appropriate
	395	150	

* Density may increase per Agreement

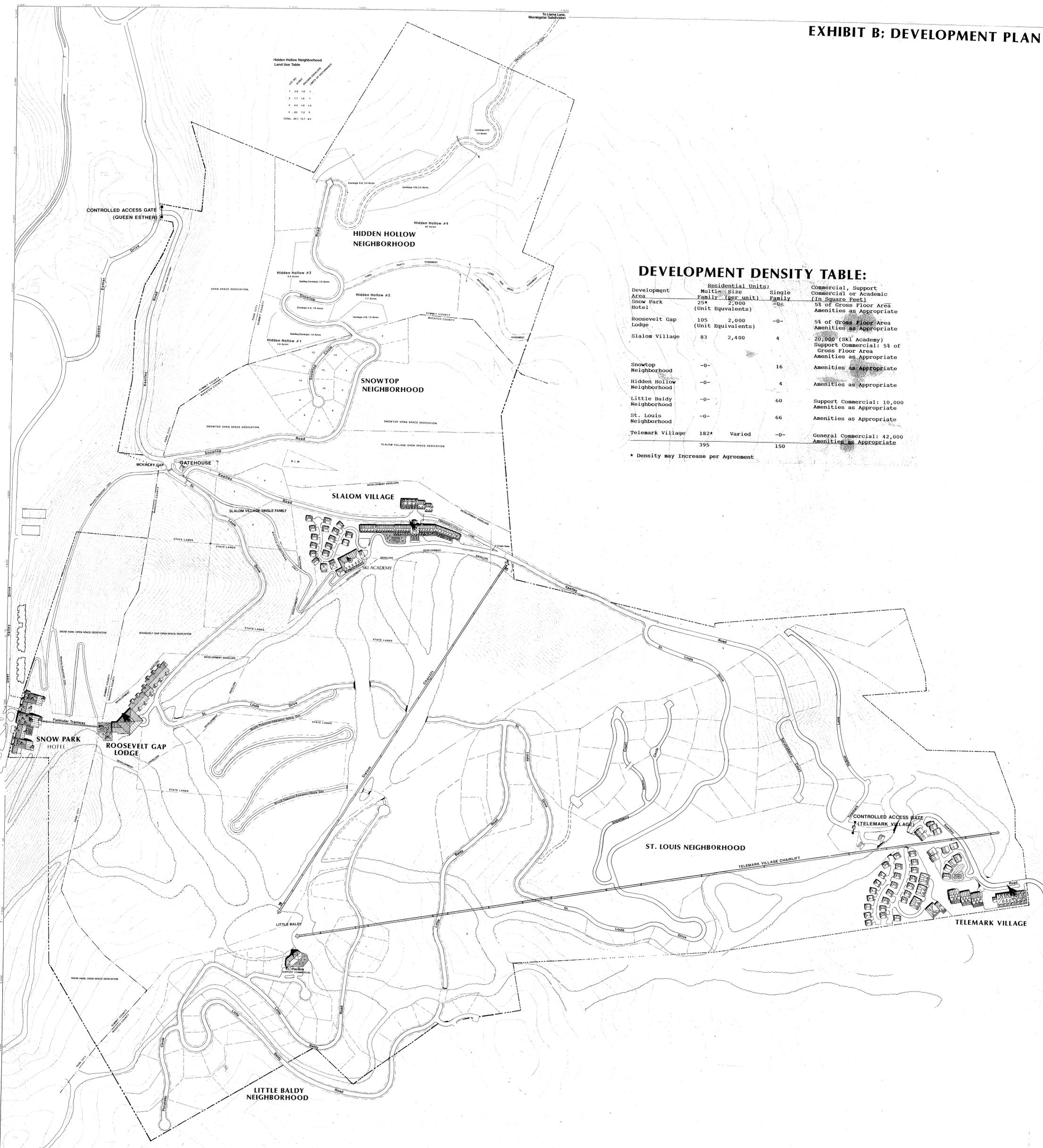


EXHIBIT C; AMENDED TELEMARK PARK RESORT

Hidden Hollow Neighborhood
Land Use Table

Lot Area	Residential Units	Commercial Units	Support Units
1 - 2.5	1	0	0
2.5 - 5.0	2	0	0
5.0 - 7.5	3	0	0
7.5 - 10.0	4	0	0
10.0 - 12.5	5	0	0
12.5 - 15.0	6	0	0
15.0 - 17.5	7	0	0
17.5 - 20.0	8	0	0
20.0 - 22.5	9	0	0
22.5 - 25.0	10	0	0
25.0 - 27.5	11	0	0
27.5 - 30.0	12	0	0
30.0 - 32.5	13	0	0
32.5 - 35.0	14	0	0
35.0 - 37.5	15	0	0
37.5 - 40.0	16	0	0
40.0 - 42.5	17	0	0
42.5 - 45.0	18	0	0
45.0 - 47.5	19	0	0
47.5 - 50.0	20	0	0
TOTAL	182	0	0

DEVELOPMENT DENSITY TABLE:

Development Area	Residential Units		Commercial, Support Commercial or Academic (In Square Feet)
	Multi-Family (per unit)	Single Family (Unit Equivalents)	
Roosevelt Gap Lodge	105	2,000	5% of Gross Floor Area Amenities as Appropriate
Slalom Village	83	2,400	20,000 (Ski Academy) Support Commercial: 5% of Gross Floor Area Amenities as Appropriate
Snowtop Neighborhood	-0-	-	Amenities as Appropriate
Little Baldy Neighborhood	-0-	-	Support Commercial: 10,000 Amenities as Appropriate
St. Louis Neighborhood	-0-	-	Amenities as Appropriate
Telemark Village	182*	Varied	General Commercial: 42,000 Amenities as Appropriate
	370	146	

* Density may Increase per Agreement

BOUNDARY, WASATCH COUNTY DENSITY DETERMINATION AREA

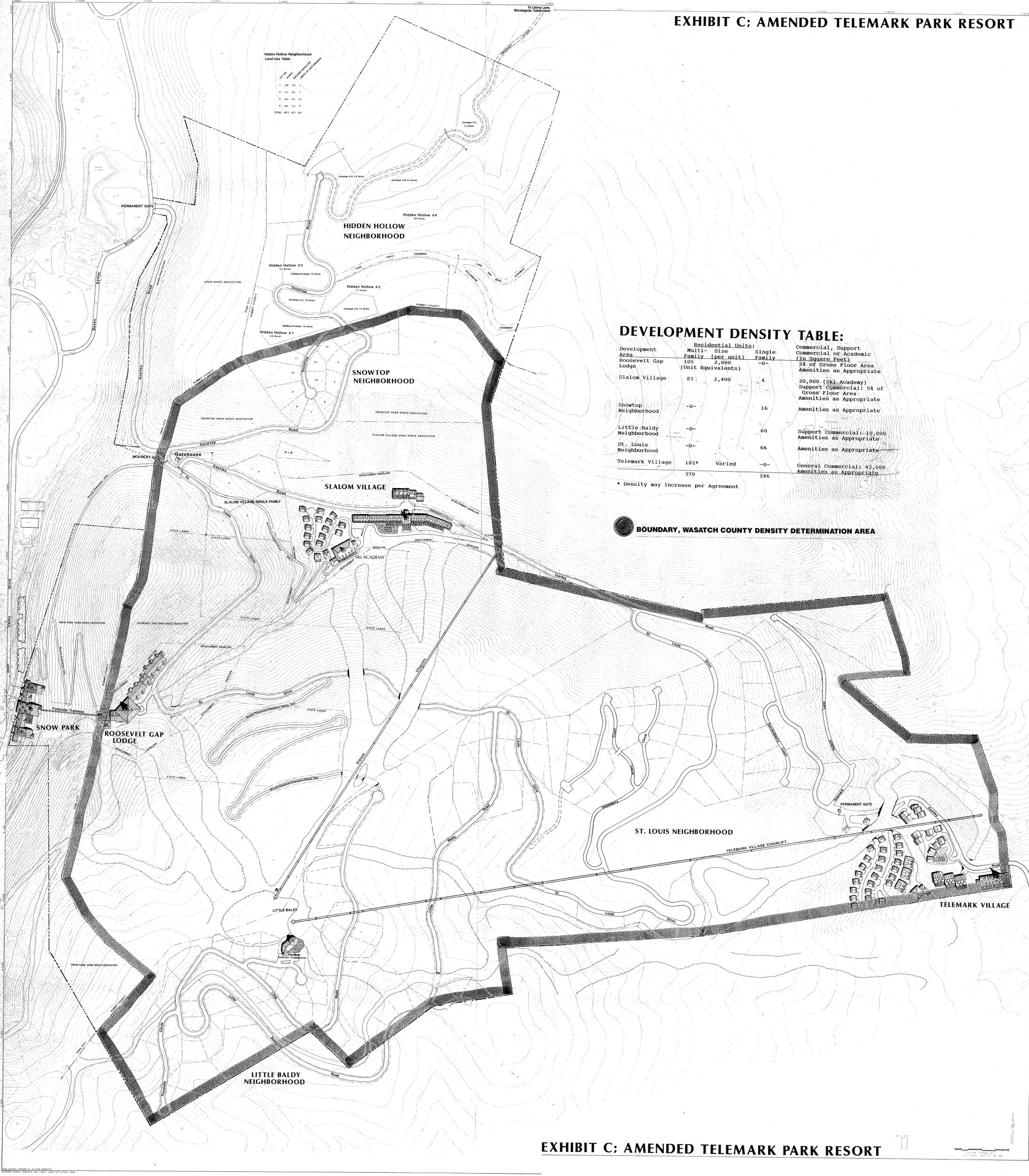


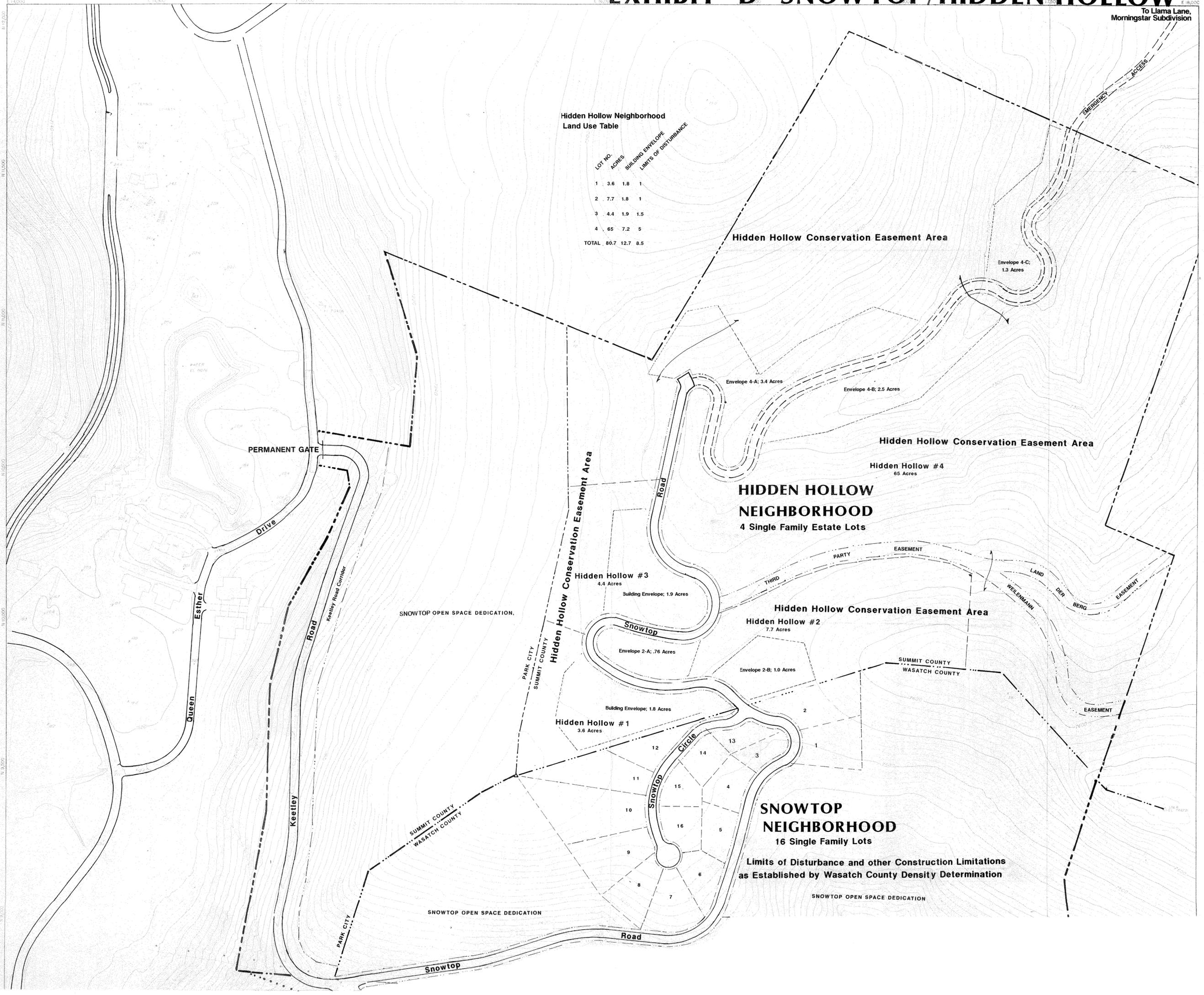
EXHIBIT C; AMENDED TELEMARK PARK RESORT

EXHIBIT "D" SNOWTOP/HIDDEN HOLLOW

To Liama Lane,
Morningstar Subdivision

Hidden Hollow Neighborhood
Land Use Table

LOT NO.	ACRES	BUILDING ENVELOPE	LIMITS OF DISTURBANCE
1	3.6	1.8	1
2	7.7	1.8	1
3	4.4	1.9	1.5
4	65	7.2	5
TOTAL	80.7	12.7	8.5



HIDDEN HOLLOW NEIGHBORHOOD

4 Single Family Estate Lots

Hidden Hollow Conservation Easement Area

SNOWTOP NEIGHBORHOOD

16 Single Family Lots

Limits of Disturbance and other Construction Limitations
as Established by Wasatch County Density Determination

SNOWTOP OPEN SPACE DEDICATION

EXHIBIT "E" ROOSEVELT GAP DEVELOPMENT/SNOW PARK HOTEL SITE

SNOW PARK HOTEL:

25-35 UNIT EQUIVALENTS (2000 Square Feet Each)
SUPPORT COMMERCIAL: 5% of Gross Floor Area
AMENITIES: Pool, Health Spa & as Appropriate
PARKING: 200 Covered Spaces or as Appropriate

ROOSEVELT GAP LODGE:

105 UNIT EQUIVALENTS (2000 Square Feet Each)
SUPPORT COMMERCIAL: 5% of Gross Floor Area
AMENITIES: Pool, Health Spa & Other as Appropriate
PARKING: 50 Covered Spaces

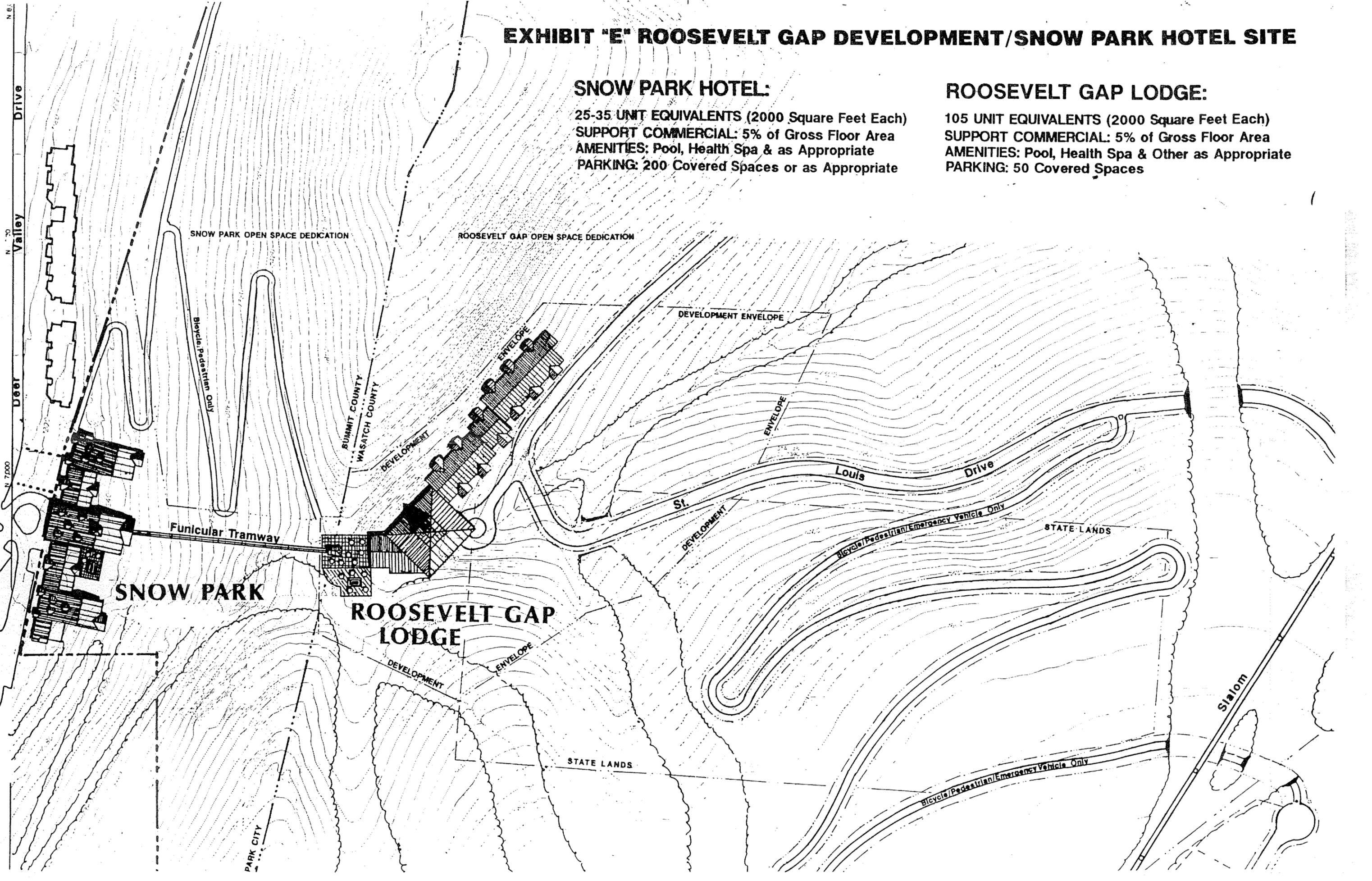
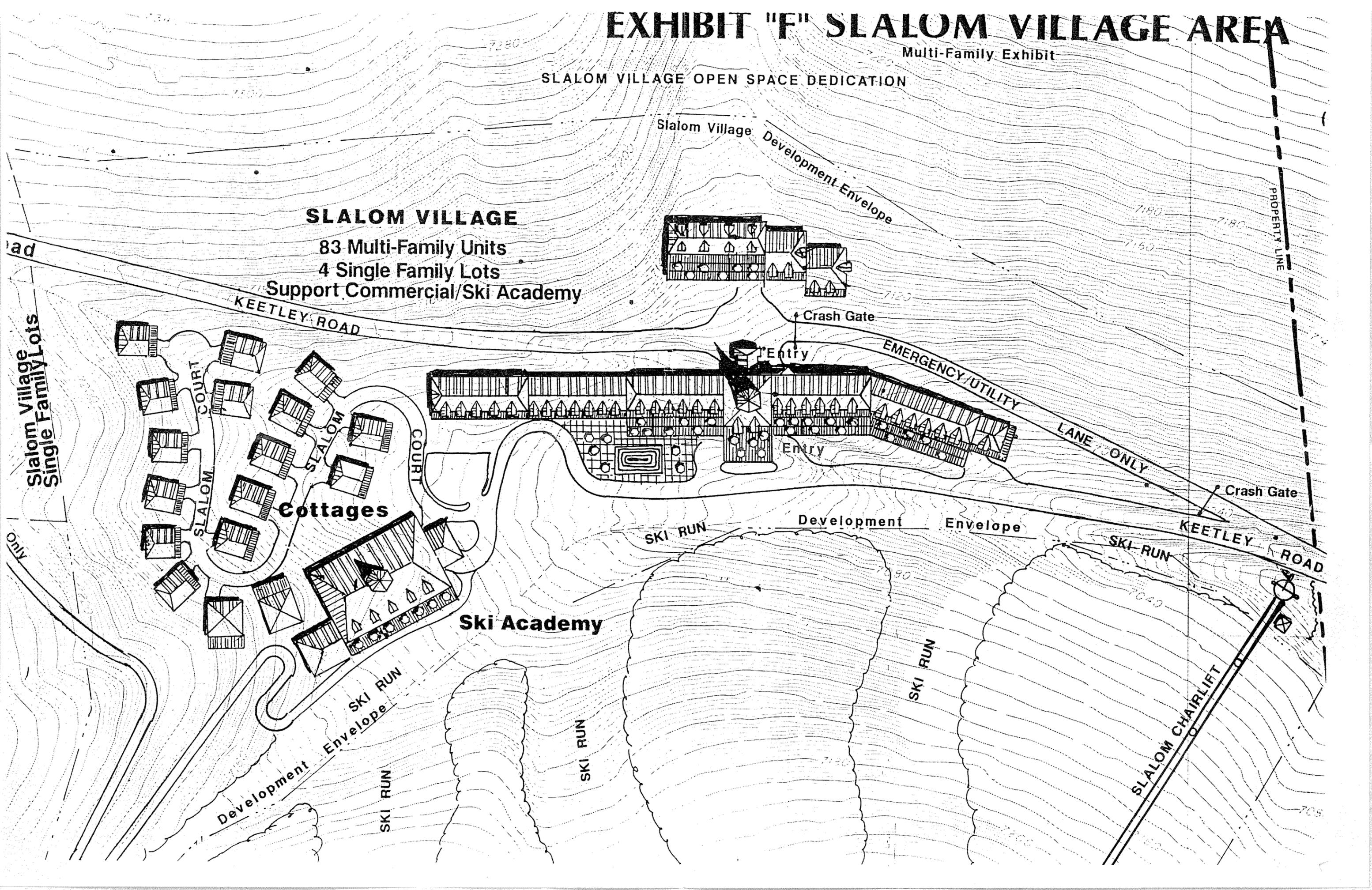


EXHIBIT "F" SLALOM VILLAGE AREA

Multi-Family Exhibit

SLALOM VILLAGE OPEN SPACE DEDICATION



Slalom Village
Single Family Lots

PROPERTY LINE

ad

KEETLEY ROAD

COURT

SLALOM

SLALOM

COURT

Cottages

Ski Academy

SKI RUN

Development Envelope

EMERGENCY/UTILITY LANE ONLY

LANE ONLY

KEETLEY ROAD

SKI RUN

SKI RUN

SLALOM CHAIRLIFT

Development Envelope

SKI RUN

SKI RUN

7120

7100

7040

7120

7000

705

7280

7200

7180

7180

7160

7120

7140

EXHIBIT "G"

STIPULATION OF DISMISSAL WITH PREJUDICE

1. That all of the conditions precedent set forth in that certain Settlement Agreement entered into by and between Plaintiffs and Park City on _____, 1995 which are required and necessary for the dismissal of this action with prejudice, have been satisfied.

2. That, based upon the satisfaction of all conditions precedent to the Settlement Agreement, the Amended Complaint filed by Plaintiffs against Park City shall be dismissed with prejudice.

3. That the parties shall bear their own costs and attorneys fees associated with this action.

DATED this _____ day of _____, 199__.

SUITTER AXLAND & HANSON

By _____
MICHAEL W. HOMER, Esq.
MARK R. GAYLORD, Esq.
Attorneys for Defendant Park City
Municipal Corporation

GIAUQUE, CROCKETT, BENDINGER &
PETERSON

By _____
STEPHEN G. CROCKETT, Esq.
JEFFERY S. WILLIAMS, Esq.
Attorneys for Plaintiffs
Trans-Wasatch Company and Park
City Consolidated Mines Company

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of _____, 199__, I caused to be mailed, postage prepaid, a true and correct copy of the foregoing **STIPULATION OF DISMISSAL WITH PREJUDICE**, to the following:

Stephen G. Crockett, Esq.
Jeffrey S. Williams, Esq.
GIAUQUE, CROCKETT, BENDINGER & PETERSON
170 South Main Street, Suite 400
Salt Lake City, Utah 84101

Jodi Hoffman, Esq.
PARK CITY MUNICIPAL CORPORATION
P.O. Box 1480
Park City, Utah 84060

31mrg\pld003.mrg

EXHIBIT "H"

DISMISSAL CHECKLIST

DISMISSAL CHECKLIST

I. INTRODUCTION.

The following Dismissal Checklist conforms to and satisfies the requirements set forth in Section 4.1.1 of the Settlement Agreement between Park City Municipal Corporation, Trans-Wasatch Company, Inc. and Park City Consolidated Mines Company, Inc. The parties to the Settlement Agreement hereby warrant and represent that the individuals executing this Dismissal Checklist on their behalf have full and complete authority to do so.

The purpose and effect of the Dismissal Checklist is for the parties to indicate their acknowledgement to the completion of the conditional elements underlying the Settlement Agreement, as set forth in Section 1.1, 1.2 and 4.1 of the Settlement Agreement. The following Sections of the Dismissal Checklist may be executed separately, and the Dismissal Checklist is not complete until all Sections are executed.

II. THE AMENDED TELEMARCK PARK RESORT.

On the ____ day of _____, the parties, through their authorized representatives, agree that Wasatch County has approved amendments to the 1991 Density Determination so as to meet or otherwise satisfy the intended effect and terms of the Settlement Agreement. **MOREOVER,**

A. The parties also agree that, to any extent that the now current and approved amendments to the 1991 Density Determination differ from those identified, anticipated

or contemplated by the Settlement Agreement, such differences, if any, are deemed by the parties to be immaterial.

B. The parties further agree that, in the context of the Settlement Agreement, the now current and approved amendments to the 1991 Density Determination are to be considered and are fully substituted for the Amended Telemark Park Resort, as that term is so used and defined in the Settlement Agreement.

EXECUTED AND AGREED TO BY:

PARK CITY MUNICIPAL CORPORATION

TRANS-WASATCH COMPANY, INC.

By _____

By _____

Its _____

Its _____

PARK CITY CONSOLIDATED MINES COMPANY, INC.

By _____

Its _____

III. ABANDONMENT AND/OR VACATION OF KEETLEY ROAD.

On the ____ day of _____, the parties, through their authorized representatives, agree that the requirement to abandon and/or vacate Keetley Road has been

completed or otherwise satisfied as set forth in Section 4.3 of the Settlement Agreement, and as generally discussed and required therein. MOREOVER,

A. The parties also agree that no additional action is required by the parties relating to the abandonment and/or vacation of Keetley Road as required, anticipated or contemplated by the Settlement Agreement.

EXECUTED AND AGREED TO BY:

PARK CITY MUNICIPAL CORPORATION

TRANS-WASATCH COMPANY, INC.

By _____

By _____

Its _____

Its _____

PARK CITY CONSOLIDATED MINES COMPANY, INC.

By _____

Its _____

IV. TEMPORARY PHYSICAL DISCONNECTION OF KEETLEY ROAD.

On the ____ day of _____, the parties, through their authorized representatives, agree that the temporary physical disconnection of Keetley Road, by means of the installation of temporary gates or otherwise, has been completed as set forth in Section 4.4 of the Settlement Agreement, and as generally discussed and required therein. MOREOVER,

A. The parties also agree that no additional action is required by the parties relating to the temporary physical disconnection of Keetley Road as required, anticipated or contemplated by the Settlement Agreement.

B. The parties further agree that the temporary physical disconnection of Keetley Road, which the parties hereby agree has been accomplished to their mutual satisfaction, was the final condition prior to the parties executing a stipulation to dismiss the Action with prejudice. Given that the parties hereby agree that this condition has been satisfied, the stipulation to dismiss the Action with prejudice may now be executed; and once a consistent order with respect thereto is obtained from the Court, the building permit to improve and pave Keetley Road shall be transferred from escrow to the Property Owners, as required by Sections 1.1, 1.2 and 4.8 of the Settlement Agreement.

EXECUTED AND AGREED TO BY:

PARK CITY MUNICIPAL CORPORATION

TRANS-WASATCH COMPANY, INC.

By _____

By _____

Its _____

Its _____

PARK CITY CONSOLIDATED MINES COMPANY, INC.

By _____

Its _____

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