

March 28, 2017

Mr. Bruce Erickson  
Mr. Francisco Astorga  
Park City Planning Department  
445 Marsac Ave.  
PO Box 1480  
Park City, UT 84060

**RE: Copies of Previous Agreements for King's Crown Submittal**

Dear Bruce and Francisco,

Please find attached four documents that are required to fulfill the "copies of previous agreements" section of the Park City Master Planned Development (MPD) submittal requirements. The applicant is required to submit any agreements between the owner and PCMC or a third party that may concern the property being proposed for a MPD entitlement. There are four documents that are pertinent to this requirement.

1. Original Plat of Snyder's Addition.
2. Pedestrian Access Agreement (Nastar/CRH).
3. Ski Access Easement (CRH/Nastar).
4. Street Vacation Ordinance.

Please let us know if you have reason to believe that this list is incomplete or we have omitted items that are deemed relevant by Staff. Thank you for the opportunity to submit this proposal.

Sincerely,

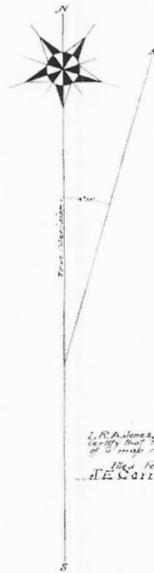
Rory Murphy  
Hans Fuegi  
Chuck Heath  
King's Crown at Park City  
CRH Partners, LLC  
1887 Gold Dust Lane  
Suite 301  
Park City, UT 84060  
435-640-1383

Section 16  
T.2S. R.4E.  
(3618 2nd 75)

# MAP of SNYDER'S ADDITION TO PARK CITY

Summit County, Utah.

Scale—80 feet to 1 inch  
60-10000.



L. R. Jones, County Surveyor hereby  
certifies that this is a correct copy made by me  
of a map made by G. B. Howell 1888  
May 16th 1910.  
L. R. Jones, Co. Surveyor.



01062004 B: 2393 P: 1173

Page 1 of 13

Mary Ann Trussell, Summit County Utah Recorder

01/18/2017 02:40:51 PM Fee \$36.00

By Coalition Title Agency, Inc.

Electronically Recorded

**When Recorded Mail to:**

CRH Partners, LLC  
1887 Gold Dust Lane, Suite 301  
P.O. Box 3599  
Park City, UT 84060  
Attention: Hans R. Fuegi

*Space above this line for County Recorder's use*

Tax Parcel Numbers: SA-315, SA-318 and part of SA-321

52052

**SKI ACCESS EASEMENT AGREEMENT**

THIS SKI ACCESS EASEMENT AGREEMENT ("**Agreement**"), dated January 17, 2017 ("**Effective Date**"), is by and among NASTAR, LLC, a Utah limited liability company ("**NASTAR**"), and CRH PARTNERS, LLC, a Utah limited liability company ("**Developer**"). NASTAR and Developer are referred to individually as a "**Party**" and collectively as the "**Parties**", with reference to the following:

A. NASTAR owns that certain parcel of real property located adjacent to the Park City Resort (the "**Resort**") in Summit County, Utah, which is described on **Exhibit A** attached hereto (the "**NASTAR Property**").

B. On or about the Effective Date, Developer purchased from NASTAR the parcel of real property described on **Exhibit B** (the "**Developer Property**"), which is contiguous to the NASTAR Property. Developer intends to develop upon the Developer Property condominiums and single-family residential lots (the "**Project**").

C. The Parties desire to enter into this Agreement to provide for a ski access easement through a portion of the NASTAR Property to access the Resort's Kings Crown ski run (the "**Ski Run**") for the benefit of and use by the owners, tenants and occupant-guests of the residential units now or hereafter located within the Project upon the Developer Property as hereinafter set forth.

NOW, THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. **Grant of Easement.** NASTAR hereby grants and conveys to Developer a perpetual easement (the "**Easement**") over, upon and across that portion of the NASTAR Property described and/or depicted on **Exhibit C** (the "**Easement Area**"), for the use, construction, development, removal, replacement, and maintenance of a single ski trail to enable the owners, tenants and occupant-guests of residential units now or hereafter located within the Project upon the Developer Property to have non-motorized ingress and egress ski access between the Developer Property and the Ski Run that is entirely or partially located on the NASTAR Property or that is adjacent to the NASTAR Property (referred to herein as the "**Ski**

**Access Uses**”). The Easement for the single ski trail within the Easement Area shall be approximately 30 feet wide and shall have a reasonable slope and configuration. Except for the non-exclusive easement granted herein, NASTAR grants no rights or interest in or with respect to the NASTAR Property. NASTAR reserves the express right to lease all or a portion of the NASTAR Property to the Resort without interference of Developer, and the Easement shall be subject to said lease with the Resort. Further, the Easement and access to the Ski Run shall be subject to the approval of the Resort.

2. **Easement Appurtenant; Permitted Users.** The Easement is appurtenant to and runs with the land consisting of the Developer Property. With respect to the Easement, the Developer Property shall be deemed to be the dominant property, and the Easement Area within the NASTAR Property shall be deemed to be the servient property. The Easement is for the use and benefit of the (a) Developer, as the owner of the Developer Property, and its successors and assigns as owners of all or any portion of the Developer Property; (b) all tenants, subtenants, occupant-guests, employees, contractors, and agents of the owner or owners of the Developer Property or any portion thereof; and (c) all property owner associations that may be formed or created for the purpose of operating and managing all or any portion of the Developer Property for the benefit of the owners of residential lots or units within the Project located on the Developer Property (collectively the “**Permitted Users**”).

3. **Use of the Easement Area.**

(a) **Use; Maintenance.** The Permitted Users shall have the nonexclusive right to use the Easement Area for Ski Access Uses. The Permitted Users shall be obligated to maintain the ski trail within the Easement Area during those times when the ski resort operations at the Resort are open to the general public, and will maintain any improvements constructed within the Easement Area. Developer shall be responsible for the construction, development and maintenance of the ski trail located within the Easement Area and the installation and maintenance of any and all required or recommended signage and safety measures.

(b) **Access.** NASTAR and Developer acknowledge that private ski trails will be located on the Developer Property for the use and benefit of the Permitted Users and that such private ski trails will connect to the Easement Area so that the Permitted Users may have access on the Easement to the Ski Run. Initially, Developer, and then eventually the property owner association that may be created or formed to manage and operate the Developer Property (the “**Association**”) shall have the right in the future to relocate the Easement and the location of the Easement Area within the NASTAR Property, as it reasonably determines to be desirable, with NASTAR’s prior written approval, which approval shall not be unreasonably withheld or delayed, and the relocation of the Easement and the Easement Area shall also be subject to the approval of the Resort.

4. **Default.** In the event any Party fails to perform any provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of that failure (the “**Notice of Default**”), such failure will constitute a default by the defaulting Party, and the nondefaulting Party may thereafter institute legal action against the

defaulting Party for specific performance, declaratory or injunctive relief, monetary damages (limited to actual damages incurred and specifically excluding damages in the nature of consequential or punitive damages), and all other rights and remedies available at law and/or in equity. In the event of any violation or threatened violation of this Agreement, any Party has the right to enjoin that violation or threatened violation in court. The right of injunction is in addition to all other remedies set forth in this Agreement or provided by law or in equity. In the event owner of the NASTAR Property gives to Developer and/or the Association a Notice of Default, which is not cured within thirty (30) days after receipt of the same, and if the owner of the NASTAR Property thereafter desires to terminate this Agreement and the Easement as the result of the failure of the Developer and/or the Association to remedy and cure any such alleged default within such thirty (30) days, then the owner of the NASTAR Property shall give to the Developer and/or the Association a notice that the owner of the NASTAR Property intends to terminate this Agreement. If the Developer and/or the Association fail to cure any such alleged default within 30 days following the receipt of the same, then the owner of the NASTAR Property shall thereafter have the right to terminate this Agreement and the Easement granted hereunder by giving a written notice of termination of easement to Developer and/or the Association and/or by recording a notice of termination of easement in the Office of the Recorder of Summit County, Utah.

5. **Notices.** Any notice or demand to be given by a Party to another Party under or in connection with this Agreement must be given in writing by personal delivery, email transmittal (with a duplicate copy also given by any other delivery method permitted), express mail, FedEx, UPS, or any other similar form of delivery service that keeps delivery receipts, or United States mail, postage prepaid, certified and return receipt requested, and addressed to a Party at the address specified on such Party's signature page. Any Party may change the address at which it desires to receive notice by giving written notice of that change to the other Party. Any notice will be deemed to have been given, and will be effective, on delivery to the notice address then applicable for the Party to which the notice is directed; provided, however, that refusal by a Party to accept delivery of a notice or the inability to deliver a notice to a Party because of an address change for such Party which was not properly communicated to the other Party will not defeat or delay the giving of a notice. If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received when personally delivered. If sent by U.S. mail or by a nationally recognized next business day delivery service as provided above, notices and other communications under this Agreement shall be deemed to have been given and received three (3) business days after deposit in the U.S. mail or one (1) business day after delivery of the notice to the above-described delivery service, as the case may be.

6. **Indemnification.** The Permitted Users shall be obligated to protect, defend, indemnify, and hold harmless NASTAR and its respective employees, officers, directors, managers and members and assigns as the subsequent owner of the NASTAR Property, or any of them (the "NASTAR Indemnified Parties"), from and against any and all losses, injuries, claims, demands, causes of action, liabilities, judgments, costs and expenses, including, without limitation, reasonable attorneys' and accountants' fees and investigation costs ("Claims"), asserted against or incurred by the NASTAR Indemnified Parties, or any of them, as a result of (i) the Permitted Users' use of the Easement Area, including damage caused to the Easement Area or use of the NASTAR Property in violation of this Agreement; and (ii) such Permitted

Users' breach or failure to comply with this Agreement, provided that the indemnity does not apply to the extent that the Claims result from the gross-negligence or willful misconduct of any NASTAR Indemnified Parties.

7. **Insurance.** Concurrently with the execution of this Agreement, Developer shall provide NASTAR with a certificate of insurance and a copy of the policy with required endorsements evidencing coverage for claims arising out of or relating to personal and bodily injury, death, or property damage occurring on, in, or as a result of use of the Easement Area by Developer or its employees, contractors, customers, vendors, or invitees in an amount not less than One Million Dollars (\$1,000,000) combined single limit coverage, and Two Million Dollars (\$2,000,000) aggregate on an occurrence basis, with no self-insured retention or deductible, on a claims occurrence basis. Such policy of insurance shall insure NASTAR, or its successor in interest to the NASTAR Property, and shall provide that the coverage shall not be materially modified or terminated without at least fifteen (15) days prior written notice to NASTAR, or its successors in interest. Developer shall provide such certificates, policies and endorsements to NASTAR within ten (10) business days after request from NASTAR for evidence of the insurance required to be provided pursuant to this Section 7.

8. **Covenants Run With the Land.** Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall be perpetual; (b) shall constitute a covenant running with the land; (c) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of the NASTAR Property and the Developer Property to the extent such portion is benefitted, affected or bound by the Easement; and (d) shall benefit and be binding upon any owner of the NASTAR Property and/or the Developer Property whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If NASTAR or Developer transfers the NASTAR or the Developer Property, the transferee shall automatically be deemed to have assumed and agreed to be personally bound and obligated by and responsible to perform the covenants of NASTAR or Developer contained in this Agreement.

9. **No Obstructions.** No fence, wall, barricade, gate, cable, or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and pedestrian access to the Easement Area shall be constructed or erected, or permitted to be constructed or erected upon the Easement Area by the owner of the Easement Area.

10. **Taxes and Assessments.** NASTAR shall timely pay all taxes and assessments against the real property of which the Easement Area is a part. In the event NASTAR shall fail to timely pay all taxes and assessments against the real property of which the Easement Area is a part, any of the Permitted Users shall have the right, but not the obligation, at their election, to pay such real property taxes and to recover the same immediately upon demand from NASTAR, together with interest thereon at 8% per annum, from the date of payment of the taxes or assessments by such Permitted User until receipt of reimbursement in full from NASTAR.

11. **Warranties of Title.** NASTAR represents and warrants to Developer that NASTAR owns fee simple title to the Easement Area and which is being encumbered by the Easement and this Agreement, and that NASTAR has the right, power, and authority to grant the Easement and perform the covenants of NASTAR set forth herein.

12. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of each of the Party's respective successors and assigns.

13. **Costs and Attorneys' Fees.** The prevailing Party in any dispute under or concerning this Agreement shall be reimbursed by the other Party to this Agreement for all costs, expenses and attorneys' fees which the prevailing Party incurs in any proceeding arising in connection with such dispute, including such costs, expenses and fees as may be incurred on appeal; in any arbitration proceeding in which the Parties agree to participate; in any action contesting or seeking to restrain, enjoin, stay or postpone the exercise of a remedy; in any bankruptcy, probate or other proceeding involving the Parties or any person comprising the Parties; and in connection with all negotiations, documentation and other actions relating to any work-out or settlement of any such dispute.

14. **Counterparts.** This Agreement may be signed in one or more counterparts with the same effect as if the Parties executing the counterparts had all executed one document. The executed counterparts taken together shall be deemed the original Agreement. The absence of any Party's signature shall not affect the validity or enforceability of this Agreement against those that do sign.

15. **No Waiver.** The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

16. **Governing Law.** This Agreement is governed by the laws of the State of Utah.

17. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Developer will have the right to assign the Easement and the Ski Access Uses to the owners, tenants and guest-occupants of residential structures and units constructed and developed within the Project upon the Developer Property and also to any and all Associations organized for the management, operation and maintenance of any such residential units or properties within the Project and all such assigns shall be bound by the terms and obligations of this Agreement.

18. **Captions; Interpretation.** The section or paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. All Exhibits referenced in and attached to this Agreement are incorporated in this Agreement. Unless otherwise specifically indicated, any references in this Agreement to sections or paragraphs are to sections and paragraphs in this Agreement.

19. **Further Assurances.** Each Party will use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated by this Agreement and will execute and deliver all further documents as may be reasonably requested by the other Party in order to carry out fully the transactions contemplated by this Agreement.

20. **Counterparts.** This Agreement may be executed in counterpart originals.

21. **Waiver.** The failure of any Party to exercise any right under this Agreement or to insist upon strict compliance with regard to any provision of this Agreement will not constitute a waiver of that Party's right to exercise that right or to demand strict compliance with this Agreement.

22. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement does not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

23. **Date for Performance.** If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required by this Agreement must be performed, expires on a Saturday, Sunday or legal or bank holiday, then that time period will be automatically extended through the close of business on the next regularly scheduled business day.

24. **Construction.** The Parties acknowledge that (i) each Party is of equal bargaining strength; (ii) each Party has actively participated in the drafting, preparation, and negotiation of this Agreement; (iii) each Party has consulted with its own independent counsel, and those other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement; (iv) each Party and its counsel and advisors have reviewed this Agreement; (v) each Party has agreed to enter into this Agreement following that review and the rendering of that advice; and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting Parties does not apply in the interpretation of this Agreement.

25. **Relationship of Parties.** This Agreement will not be deemed or construed, either by the Parties or by any third-party, to create the relationship of principal and agent or create any partnership, joint venture, or other association between the Parties.

26. **Authorization.** Each individual executing this Agreement represents that such individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity for whom that individual signs.

27. **Entire Agreement.** Except as otherwise expressly set forth herein, this Agreement is the complete and final integration of the agreements between the Parties with respect to the matters covered by it and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to the matters covered by this Agreement. This Agreement may only be modified by a writing signed by both Parties.

28. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the NASTAR Property for the general public or for any public purposes whatsoever, it being the intention of the Parties hereto that this Agreement shall be strictly limited to the purposes expressed in this Agreement.

**DEVELOPER SIGNATURE PAGE**

THIS AGREEMENT has been signed by CRH Partners, LLC to be effective as of the Effective Date.

**Developer Notice Address:**

CRH Partners, LLC  
1887 Gold Dust Lane, Suite 301  
P.O. Box 3599  
Park City, UT 84060  
Attn: Hans R. Fuegi  
Email: hans@xmission.com

**DEVELOPER:**

CRH Partners, LLC,  
a Utah limited liability company

By: [Signature]  
Print Name: Hans Fuegi  
Title: Manager

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this 17 day of January, 2017, by Hans Fuegi, the MANAGER of CRH PARTNERS, LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at: Park City, UT

My Commission Expires:  
8/12/2018





**EXHIBIT A  
TO  
SKI ACCESS EASEMENT AGREEMENT**

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**LEGAL DESCRIPTION OF THE NASTAR PROPERTY**

The real property referenced in this Ski Access Easement Agreement as the "NASTAR Property" is located in Summit County, Utah and is more particularly described as follows:

BEGINNING AT A POINT ON THE CENTERLINE OF VACATED SUMMIT AVENUE, SAID POINT ALSO BEING ON THE EAST-WEST CENTER SECTION LINE (SOUTH LINE OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'05" WEST ALONG SAID EAST-WEST CENTER SECTION LINE, 388.72 FEET TO THE WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SAID SECTION 16; THENCE NORTH 00°31'00" EAST ALONG SAID WESTERLY LINE OF SNYDER'S ADDITION, AND ALONG SAID NORTH-SOUTH 1/16 SECTION LINE, 907.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, 171.59 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 44, SAID SNYDER'S ADDITION TO PARK CITY; THENCE SOUTH 25°52'01" EAST A DISTANCE OF 142.33 FEET TO THE CENTERLINE OF SAID PINYON AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID CENTERLINE OF PINYON AVENUE, 159.88 FEET; THENCE SOUTH 54°01'00" WEST ALONG THE NORTHERLY LINE OF LOT 4, BLOCK 47, SAID SNYDER'S ADDITION TO PARK CITY, 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 35°59'00" EAST ALONG THE SOUTHWESTLY BOUNDARY OF SAID LOT 4 TO THE CENTERLINE OF VACATED 11TH STREET (A.K.A. CRESCENT STREET); THENCE SOUTH 54°01'00" WEST ALONG SAID CENTERLINE OF 11TH STREET, 89.66 FEET TO THE EASTERLY EDGE OF THE KING'S CROWN SKI RUN; THENCE SOUTH 13°14'53" EAST ALONG SAID EASTERLY EDGE OF THE KING'S CROWN SKI RUN, 26.76 FEET TO THE CENTERLINE OF VACATED SUMMIT AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID CENTERLINE OF SUMMIT AVENUE, 346.25 FEET TO THE POINT OF BEGINNING.

CONTAINS: 180,702 SQUARE FEET (4.1483 ACRES) MORE OR LESS

**EXHIBIT B  
TO  
SKI ACCESS EASEMENT AGREEMENT**

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**LEGAL DESCRIPTION OF THE DEVELOPER PROPERTY**

The real property referenced in this Ski Access Easement Agreement as the "Developer Property" is located in Summit County, Utah and is more particularly described as follows:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED 13TH STREET (A.K.A. CALHOUN STREET), AND THE WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY. SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. SAID POINT ALSO LYING ON THE SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER. SAID POINT OF BEGINNING IS LOCATED SOUTH 00° 31' 00" WEST, 1192.35 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 54°01'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, 236.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID WESTERLY RIGHT OF LINE OF LOWELL AVENUE, 595.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VACATED 12TH STREET (A.K.A. NELSON STREET); THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE, SOUTH 54°01'00" WEST, 140.00 FEET; THENCE SOUTH 35°59'00" EAST, 400.00 FEET TO THE SOUTHWEST CORNER OF BARBARA'S SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE SOUTH 54°01'00" WEST ALONG SAID NORTHERLY BOUNDARY LINE, 235.00 FEET TO THE NORTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION; THENCE SOUTH 35°59'00" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTHSTAR SUBDIVISION, 675.15 FEET TO THE SOUTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION, SAID POINT ALSO BEING ON THE EAST-WEST CENTER SECTION LINE (SOUTH LINE OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'05" WEST ALONG SAID EAST-WEST CENTER SECTION LINE, 493.60 FEET TO THE CENTERLINE OF VACATED SUMMIT AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF SUMMIT AVENUE, 346.25 FEET, MORE OR LESS, TO THE

EASTERLY EDGE OF THE EXISTING KING'S CROWN SKI RUN; THENCE NORTH 13°14'53" WEST ALONG SAID EASTERLY EDGE OF THE KING'S CROWN SKI RUN, 26.76 FEET TO THE CENTERLINE OF VACATED 11TH STREET (A.K.A. CRESCENT STREET); THENCE NORTH 54°01'00" EAST ALONG SAID CENTERLINE OF 11TH STREET, 89.66 FEET; THENCE LEAVING SAID CENTERLINE NORTH 35°59'00" WEST ALONG THE SOUTHWESTLY BOUNDARY OF LOTS 1 THROUGH 4 OF BLOCK 47, SNYDER'S ADDITION TO PARK CITY, 115.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 47, SNYDER'S ADDITION TO PARK CITY; THENCE NORTH 54°01'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, 100.00 FEET TO THE CENTERLINE OF VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF PINYON AVENUE, 159.88 FEET; THENCE LEAVING SAID CENTERLINE NORTH 25°52'01" WEST A DISTANCE OF 142.33 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 44, SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, 171.59 FEET TO THE WEST LINE OF SAID SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SAID SECTION 16; THENCE NORTH 00°31'00" EAST ALONG SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, AND ALONG SAID NORTH-SOUTH 1/16 SECTION LINE, 526.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 653,761 SQUARE FEET (15.0083 ACRES) MORE OR LESS

Tax Parcel Numbers: SA-315, SA318 and part of SA-321

**EXHIBIT C  
TO  
SKI ACCESS EASEMENT AGREEMENT**

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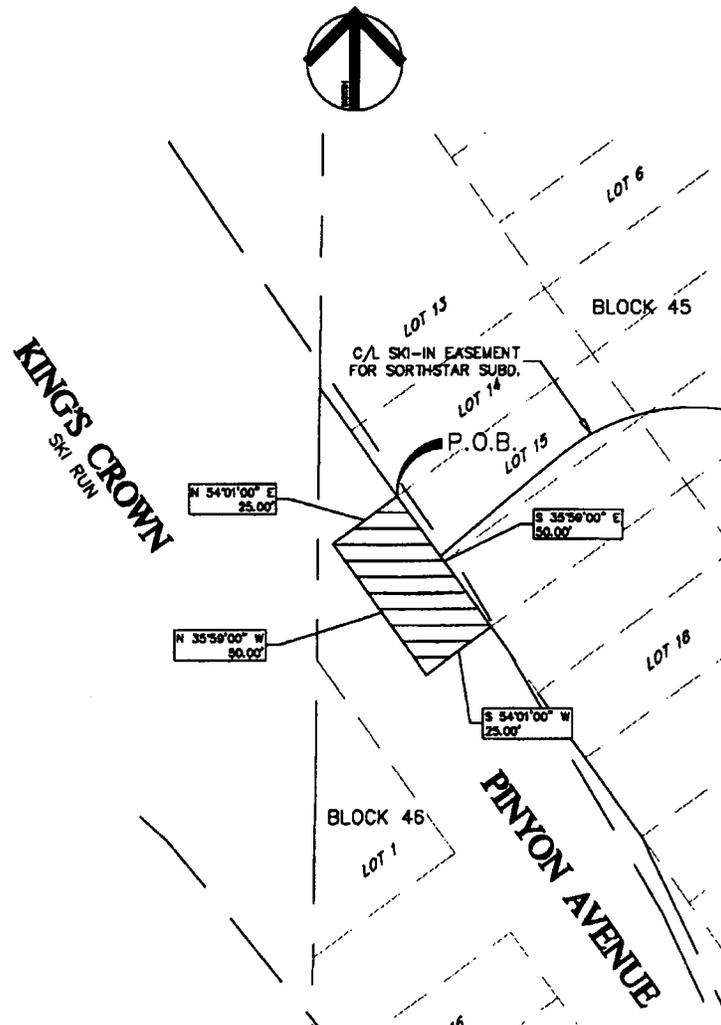
**LEGAL DESCRIPTION AND DEPICTION OF THE EASEMENT AREA**

The real property referenced in this Ski Access Easement Agreement as the "Easement Area" is located in Summit County, Utah and is more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 45, SNYDER'S ADDITION TO PARK CITY, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE SOUTH 35°59'00" EAST, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 45, SNYDER'S ADDITION TO PARK CITY; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE SOUTH 54°01'00" WEST, 25.00 FEET TO THE CENTERLINE OF SAID PINYON AVENUE; THENCE ALONG SAID CENTERLINE OF PINYON AVENUE NORTH 35°59'00" WEST, 50.00 FEET; THENCE LEAVING SAID CENTERLINE OF PINYON AVENUE, NORTH 54°01'00" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,250 SQUARE FEET, MORE OR LESS

*[See Attached Depiction of the Easement Area]*



01062003 B: 2393 P: 1162

Page 1 of 11

Mary Ann Trussell, Summit County Utah Recorder

01/18/2017 02:40:51 PM Fee \$32.00

By Coalition Title Agency, Inc.

Electronically Recorded

**WHEN RECORDED, RETURN TO:**

Nastar, LLC  
163 South Main Street  
Salt Lake City, UT 84111  
Attn: Stephen C. Bamberger, Manager

*Space above this line for County Recorder's use*

Tax Parcel Numbers: SA-315, SA-318 and part of SA-321

62052

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into as of the 1 day of January, 2017 ("**Effective Date**"), by and between CRH PARTNERS, LLC, a Utah limited liability company ("**Grantor**"), and NASTAR, LLC, a Utah limited liability company (including its successors and assigns, "**Grantee**"). For convenience, Grantor and Grantee, and their respective successors and assigns, are sometimes herein collectively referred to as the "**parties**" and individually referred to as a "**party**."

**RECITALS:**

A. Grantee owns real property located adjacent to the Park City Resort (the "**Resort**") in Summit County, Utah, which is described on **Exhibit A** attached hereto (the "**NASTAR Property**").

B. Grantor purchased from Grantee the parcel of real property described on **Exhibit B** (the "**Developer Property**"), which is contiguous to the NASTAR Property. In connection with said purchase, Grantor agreed to grant to Grantee a perpetual non-exclusive easement across the existing dirt pedestrian trail that traverses the Developer Property for the purpose of enabling Grantee to have pedestrian access to the NASTAR Property.

C. The parties desire to enter into this Agreement to provide for a perpetual non-exclusive easement for pedestrian ingress and egress over, upon and across the existing dirt pedestrian trail that traverses the Developer Property in the location described in **Exhibit C** (the "**Easement Parcel**"), the location of which Easement Parcel is depicted on the Property Depiction attached hereto as **Exhibit D**.

**AGREEMENT**

NOW THEREFORE, for Ten Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in consideration of the mutual covenants and promises to be derived from this Agreement, the parties hereby agree as follows:

1. Recitals/Exhibits. Recitals A through C set forth above and Exhibits A through D attached hereto are by this reference incorporated in and made a part of this Agreement.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, for the benefit of the NASTAR Property (the "**Benefitted Property**"), and any portion thereof, a non-exclusive perpetual easement and right-of-way (the "**Easement**") over, upon and across the Easement Parcel described and depicted in Exhibit C and Exhibit D attached hereto, for pedestrian ingress to and egress from the Benefitted Property. If access from the Northstar Subdivision does not provide legal access to the Benefitted Property, then Grantor agrees to provide reasonable pedestrian access for ingress and egress from Lowell Avenue through another area of the Developer Property, the exact location to be determined by Grantor.

3. No Obstructions. No fence, wall, barricade, gate, cable, or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and pedestrian access to the Easement Parcel shall be constructed or erected, or permitted to be constructed or erected upon the Easement Parcel by Grantor.

4. Taxes and Assessments. Grantor shall timely pay all taxes and assessments against the real property of which the Easement Parcel is a part. In the event Grantor shall fail to timely pay all taxes and assessments against the real property of which the Easement Parcel is a part, Grantee shall have the right, but not the obligation, at Grantee's election, to pay such real property taxes and to recover the same immediately upon demand from Grantor, together with interest thereon at the legal rate, from the date of payment of the taxes or assessments by Grantee until receipt of reimbursement in full from Grantor.

5. Specific Performance. Grantor confirms that damages at law will be an inadequate remedy for a breach or a threatened breach of any of the provisions hereof. Therefore, the specific rights of Grantee and the obligations of Grantor hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, if so elected by Grantee or Grantee's successors in interest as the owner of the Benefitted Property entitled to use of the Easement. It is the intention of the parties by this provision to make clear the agreement of the parties that the rights of Grantee and the obligations of Grantor hereunder shall be enforceable in equity as well as at law or otherwise.

6. Covenants Run with Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall be perpetual; (b) shall constitute a covenant running with the land; (c) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of the Easement Parcel to the extent such portion is affected or bound by the right-of-way, easement, covenant, or restriction in question, or to the extent that such right-of-way, easement, covenant, or restriction is to be performed on such portion; and (d) shall benefit and be binding upon any owner of the Easement Parcel whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If Grantor transfers the Easement Parcel, the transferee shall automatically be deemed to have assumed and agreed to be personally bound and obligated by and responsible to perform the covenants of Grantor contained in this Agreement.

7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Easement Parcel for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to the purposes expressed in this Agreement.

8. Warranties of Title. Grantor represents and warrants to Grantee that Grantor owns fee simple title to the Easement Parcel described in Exhibit C attached hereto and which is being encumbered by the Easement and this Agreement, and that Grantor has the right, power, and authority to grant the Easement and perform the covenants of Grantor set forth herein.

9. Successors and Assigns. This Agreement shall bind and inure to the benefit of each of the party's respective successors and assigns.

10. Breach Will Not Terminate. No breach or violation of any provision of this Agreement will entitle any person or entity to cancel, rescind or otherwise terminate this Agreement or the Easement granted hereunder, but this limitation will not affect, in any manner, any other rights or remedies to which an party may be entitled at law or in equity by reason of a breach of this Agreement.

11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah. This Agreement shall be recorded in the official records of the County Recorder for Summit County, Utah.

12. Notices. All notices and other communications provided for in this Agreement or given pursuant to or in connection with this Agreement or the Easement created hereunder shall be in writing and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, postage prepaid, or by a nationally recognized next business day delivery service which maintains proof of delivery, and addressed to the respective party at the address set forth below or at such other address as such party may hereafter designate by written notice to the other parties as herein provided.

Grantor: CRH Partners, LLC  
1887 Gold Dust Lane, Suite 301  
P.O. Box 3599  
Park City, UT 84060  
Attn: Hans R. Fuegi  
E-mail: [hans@xmission.com](mailto:hans@xmission.com)

Grantee: Nastar, LLC  
163 South Main Street  
Salt Lake City, UT 84111  
Attn: Stephen C. Bamberger, Manager  
E-mail: [scbbamberger@outlook.com](mailto:scbbamberger@outlook.com)

If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received when personally delivered. If sent by U.S. mail or by a

nationally recognized next business day delivery service as provided above, notices and other communications under this Agreement shall be deemed to have been given and received three (3) business days after deposit in the U.S. mail or one (1) business day after delivery of the notice to the above-described delivery service, as the case may be.

13. Costs and Attorneys' Fees. The prevailing party in any dispute under or concerning this Agreement shall be reimbursed by the other party to this Agreement for all costs, expenses and attorneys' fees which the prevailing party incurs in any proceeding arising in connection with such dispute, including such costs, expenses and fees as may be incurred on appeal; in any arbitration proceeding in which the parties agree to participate; in any action contesting or seeking to restrain, enjoin, stay or postpone the exercise of a remedy; in any bankruptcy, probate or other proceeding involving the parties or any person comprising the parties; and in connection with all negotiations, documentation and other actions relating to any work-out or settlement of any such dispute.

14. Counterparts. This Agreement may be signed in one or more counterparts with the same effect as if the parties executing the counterparts had all executed one document. The executed counterparts taken together shall be deemed the original Agreement. The absence of any party's signature shall not affect the validity or enforceability of this Agreement against those that do sign.

15. Final Agreement. Except as otherwise expressly set forth, this Agreement is the complete and final integration of the agreements between the parties with respect to the matters covered by it and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to the matters covered by this Agreement. This Agreement may only be modified by a writing signed by both parties. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

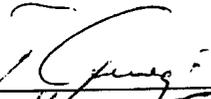
16. No Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

*[Signature on following page]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

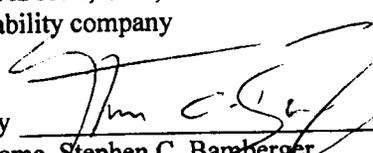
GRANTOR:

CRH PARTNERS, LLC, a Utah  
limited liability company

By   
Name Thomas J. Fung  
Title Manager

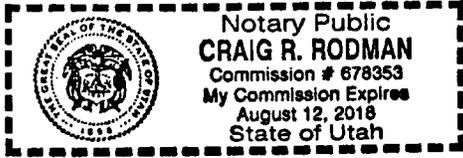
GRANTEE:

NASTAR, LLC, a Utah limited  
liability company

By   
Name Stephen C. Bamberger  
Title Manager

STATE OF UTAH )  
 : ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 17 day of January, 2017,  
by Hans FUELI, the MANAGER of  
CRH PARTNERS, LLC, a Utah limited liability company.



  
\_\_\_\_\_  
NOTARY PUBLIC

Residing at: PAQU CITY, UT

My Commission Expires:  
8/12/2018

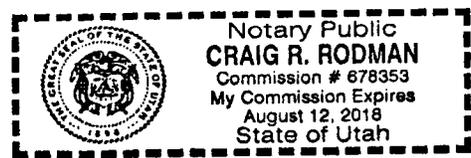
STATE OF UTAH )  
 : ss.  
COUNTY OF Summit )

The foregoing instrument was acknowledged before me this 17 day of January, 2017,  
by Stephen C. Bamberger, the Manager of NASTAR, LLC, a Utah limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC

Residing at: PAQU CITY, UT

My Commission Expires:  
8/12/2018



**EXHIBIT A**

**LEGAL DESCRIPTION OF NASTAR PROPERTY**

The real property located in Summit County, Utah which is more particularly described as follows:

BEGINNING AT A POINT ON THE CENTERLINE OF VACATED SUMMIT AVENUE, SAID POINT ALSO BEING ON THE EAST-WEST CENTER SECTION LINE (SOUTH LINE OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'05" WEST ALONG SAID EAST-WEST CENTER SECTION LINE, 388.72 FEET TO THE WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SAID SECTION 16; THENCE NORTH 00°31'00" EAST ALONG SAID WESTERLY LINE OF SNYDER'S ADDITION, AND ALONG SAID NORTH-SOUTH 1/16 SECTION LINE, 907.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, 171.59 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 44, SAID SNYDER'S ADDITION TO PARK CITY; THENCE SOUTH 25°52'01" EAST A DISTANCE OF 142.33 FEET TO THE CENTERLINE OF SAID PINYON AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID CENTERLINE OF PINYON AVENUE, 159.88 FEET; THENCE SOUTH 54°01'00" WEST ALONG THE NORTHERLY LINE OF LOT 4, BLOCK 47, SAID SNYDER'S ADDITION TO PARK CITY, 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 35°59'00" EAST ALONG THE SOUTHWESTLY BOUNDARY OF SAID LOT 4 TO THE CENTERLINE OF VACATED 11TH STREET (A.K.A. CRESCENT STREET); THENCE SOUTH 54°01'00" WEST ALONG SAID CENTERLINE OF 11TH STREET, 89.66 FEET TO THE EASTERLY EDGE OF THE KING'S CROWN SKI RUN; THENCE SOUTH 13°14'53" EAST ALONG SAID EASTERLY EDGE OF THE KING'S CROWN SKI RUN, 26.76 FEET TO THE CENTERLINE OF VACATED SUMMIT AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID CENTERLINE OF SUMMIT AVENUE, 346.25 FEET TO THE POINT OF BEGINNING.

CONTAINS: 180,702 SQUARE FEET (4.1483 ACRES) MORE OR LESS

**EXHIBIT B**

**LEGAL DESCRIPTION OF DEVELOPER PROPERTY**

The real property located in Summit County, Utah which is more particularly described as follows:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED 13TH STREET (A.K.A. CALHOUN STREET), AND THE WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY. SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. SAID POINT ALSO LYING ON THE SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER. SAID POINT OF BEGINNING IS LOCATED SOUTH 00° 31' 00" WEST, 1192.35 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 54°01'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, 236.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID WESTERLY RIGHT OF LINE OF LOWELL AVENUE, 595.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VACATED 12TH STREET (A.K.A. NELSON STREET); THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE, SOUTH 54°01'00" WEST, 140.00 FEET; THENCE SOUTH 35°59'00" EAST, 400.00 FEET TO THE SOUTHWEST CORNER OF BARBARA'S SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE SOUTH 54°01'00" WEST ALONG SAID NORTHERLY BOUNDARY LINE, 235.00 FEET TO THE NORTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION; THENCE SOUTH 35°59'00" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTHSTAR SUBDIVISION, 675.15 FEET TO THE SOUTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION, SAID POINT ALSO BEING ON THE EAST-WEST CENTER SECTION LINE (SOUTH LINE OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'05" WEST ALONG SAID EAST-WEST CENTER SECTION LINE, 493.60 FEET TO THE CENTERLINE OF VACATED SUMMIT AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF SUMMIT AVENUE, 346.25 FEET, MORE OR LESS, TO THE EASTERLY EDGE OF THE EXISTING KING'S CROWN SKI RUN; THENCE NORTH 13°14'53" WEST ALONG SAID EASTERLY EDGE OF THE KING'S CROWN SKI RUN, 26.76 FEET TO THE CENTERLINE OF VACATED 11TH

STREET (A.K.A. CRESCENT STREET); THENCE NORTH 54°01'00" EAST ALONG SAID CENTERLINE OF 11TH STREET, 89.66 FEET; THENCE LEAVING SAID CENTERLINE NORTH 35°59'00" WEST ALONG THE SOUTHWESTLY BOUNDARY OF LOTS 1 THROUGH 4 OF BLOCK 47, SNYDER'S ADDITION TO PARK CITY, 115.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 47, SNYDER'S ADDITION TO PARK CITY; THENCE NORTH 54°01'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, 100.00 FEET TO THE CENTERLINE OF VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF PINYON AVENUE, 159.88 FEET; THENCE LEAVING SAID CENTERLINE NORTH 25°52'01" WEST A DISTANCE OF 142.33 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 44, SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, 171.59 FEET TO THE WEST LINE OF SAID SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SAID SECTION 16; THENCE NORTH 00°31'00" EAST ALONG SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, AND ALONG SAID NORTH-SOUTH 1/16 SECTION LINE, 526.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 653,761 SQUARE FEET (15.0083 ACRES) MORE OR LESS

Tax Parcel Numbers: SA-315, SA-318 and part of SA-321

**EXHIBIT C**

**LEGAL DESCRIPTION OF EASEMENT PARCEL**

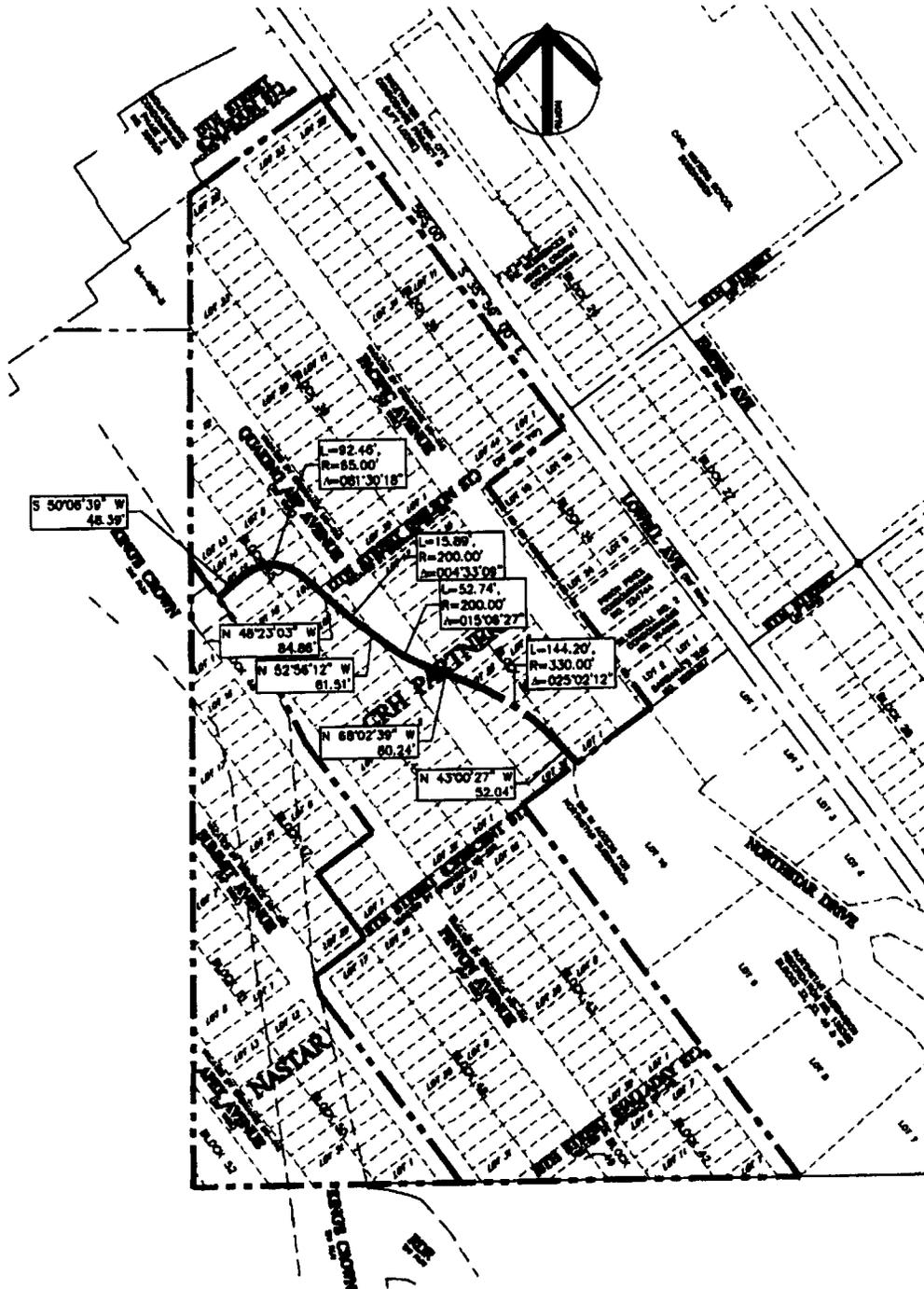
The real property located in Summit County, Utah which is more particularly described as follows:

A 20.00 FOOT WIDE EASEMENT, LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 39, SNYDER'S ADDITION TO PARK CITY, SAID POINT BEING LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG AN EXISTING FOOT PATH THE FOLLOWING NINE (9) COURSES: 1) NORTH 43°00'27" WEST 52.04 FEET TO A POINT ON A 330.00 FOOT RADIUS CURVE TO THE LEFT, 2) 144.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°02'12", 3) NORTH 68°02'39" WEST 80.24 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 4) 52.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'27", 5) NORTH 52°56'12" WEST 61.51 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 6) 15.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°33'09", 7) NORTH 48°23'03" WEST A DISTANCE OF 84.86 FEET TO A POINT ON A 65.00 FOOT RADIUS CURVE TO THE LEFT, 8) 92.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°30'18", 9) SOUTH 50°06'39" WEST A DISTANCE OF 48.39 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE, AND TO THE EASTERLY EDGE OF THE KING'S CROWN SKI RUN.

EXHIBIT D

DEPICTION OF EASEMENT PARCEL



BOOK M6 . . PAGE 418

Entry No. 103324	Book M. 6
RECORDED 5-31-66	at 10:00 AM 418-420
REQUEST of Park City Municipal Corp.	
FEE	WANDA Y. SPRIGGS, SUMMIT COUNTY
\$ DH	By Wanda Y. Spriggs
INDEXED	ABSTRACT

ORDINANCE

AN ORDINANCE RELATING TO VACATING ALL OF APEX AVENUE; SUMMIT AVENUE; PINYON AVENUE; QUAKING ASP AVENUE; AND PACIFIC AVENUE AND PORTIONS OF SHEPARD STREET, HALLIDAY STREET, CRESCENT STREET, NELSON STREET AND CALHOUN STREET IN PARK CITY, UTAH.

BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, SUMMIT COUNTY, STATE OF UTAH:

SECTION 1. Pursuant to the provisions of 10-8-8.1 to 10-8-8.5 inclusive, Utah Code Annotated 1953, the following described avenues and streets located in Park City, Utah, are hereby vacated:

Apex Avenue; Summit Avenue; Pinyon Avenue; Quaking Asp Avenue; and Pacific Avenue, from the intersection of said avenues with the westerly line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 16, Township 2 South, Range 4 East, S.L.B. & M., thence South 35°59' East to the intersection of said avenues with the South line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 16, Township 2 South, Range 4 East, S.L.B. & M.;

and,

Shepard Street, also known as 9th Street; Halliday Street, also known as 10th Street, from the intersection of said streets with the westerly side line of Lowell Avenue, thence South 54°1' West to the intersection of said streets with the South line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 16, Township 2 South, Range 4 East, S.L.B. & M.;

and

Crescent Street, also known as 11th Street; Nelson Street, also known as 12th Street; and Calhoun Street, also known as 13th Street; from the intersection of said streets with the westerly side line of Lowell Avenue, thence South 54°1' West to the intersection of said streets with the West line of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section 16, Township 2 South, Range 4 East, S.L.B. & M.

BOOK M6 - PAGE 419

SECTION 2. All ordinances or part of ordinances conflicting with the provisions of this ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 3. In the opinion of the Mayor and City Council of Park City it is necessary to the peace, health and safety of the inhabitants that this ordinance shall become effective immediately upon its first publication. This Ordinance shall be published in the Park Record for One publication on May 26, 1966, and shall be in full force and effect from and after said date.

SECTION 4. A copy of the Ordinance shall be recorded in the Office of the Recorder of Summit County, Utah.

Passed and approved by the City Council of Park City, Utah, on the 14th day of May, 1966.

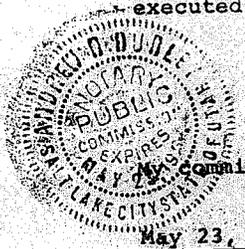
  
\_\_\_\_\_  
William P. Sullivan,  
Mayor



( S E A L )

STATE OF UTAH )  
 ) ss.  
County of Summit )

On the 19th day of May, 1966, personally appeared before me WILLIAM P. SULLIVAN and VIOLET TERRY, who being by me duly sworn did say that he is the Mayor and she is the City Recorder of Park City, a municipal corporation, and that said instrument was signed in behalf of said corporation pursuant to the authority contained in the ordinance, and said William P. Sullivan and Violet Terry acknowledged to me that said corporation executed the same.



*William P. Sullivan*  
Notary Public  
Residing at Salt Lake City, Utah

My commission expires:

May 23, 1968