When Recorded Return To:

Shawn C. Ferrin Parsons Behle & Latimer 201 South Main Street, Suite 1800 Salt Lake City, UT 84111

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE CANYONS FORUM ZONE

00715713 8x01657 PG00634-00705

The Canyons Summit County, Utah

ALAN SPRIGGS, SUMMIT CO RECORDER 2004 NOV 02 14:18 PM FEE \$.00 BY GGE REQUEST: SUMMIT COUNTY ATTORNEY

RECITALS

- A. ASCU holds a leasehold interest in certain real property located in Summit County, Utah as lessee pursuant to that certain Ground Lease (the "Ground Lease") dated July 3, 1997 with Wolf Mountain Resorts, L.C., a Utah limited liability company ("WMR"), as lessor, as evidenced by that certain Notice of Agreements recorded July 3, 1997 as Entry No. 482077 as amended, in Book 1058 at page 334 of the Official Records of Summit County, Utah. A portion of that property (the "ASCU Lease Property") is more particularly described and depicted on Exhibit "A" hereto and incorporated herein by this reference.
- B. ASCU holds record title to certain real property located in Summit County, Utah (the "ASCU Fee Property"), which real property is more particularly described and depicted on Exhibit "A." The ASCU Lease Property and the ASCU Fee Property comprise that area known as, and hereinafter referred to as, the "The Forum Zone." At the time of execution of this Declaration by WMR, the ASCU Fee Property was owned in fee by American Skiing Resort Properties, Inc., a Maine corporation ("ASCRP"); however, prior to recordation of the Declaration such property was transferred in fee to ASCU, therefore, ASCRP is a signatory to the Declaration, but is not a "Declarant" due to the transfer of title of the ASCU Fee Property.
- C. The Forum Zone consists of several building sites (the "Project Sites") that surround and are contained within a central area known as the "Forum" and abut pedestrian walkways known as the "Pedestrian Streets." The area within the Pedestrian Streets and the Forum but not including the Project Sites are collectively referred to herein as the "Common Facilities" and are depicted on Exhibit "B."
- D. The Forum Zone is located within The Canyons Specially Planned Area Zone District (the "SPA") established pursuant to Summit County Ordinance No. 333-A and any amendments thereto, and is subject to the applicable requirements thereof. The Forum Zone is also subject to (i) the Amended and Restated Development Agreement for The Canyons Specially Planned Area, dated as of November 15, 1999, and recorded on November 24, 1999 in the real estate records of Summit County, Utah as Entry No. 553911 (the "Development Agreement"); (ii) The Canyons Resort Village Management Agreement, recorded December 15,

1999, in the real estate records of Summit County, Utah, as Entry No. 555285 in Book 1300 at Page 1, as amended (the "Management Agreement"); and (iii) the Articles of Incorporation and Bylaws of RVMA (collectively, the "Governing Documents").

- E. In accordance with the Management Agreement, The Canyons Resort Village Association, Inc., a Utah non-profit corporation ("RVMA"), is responsible for the maintenance and upkeep of all the Common Facilities constructed within the Forum Zone.
- F. Declarant anticipates that, when fully developed, the Forum Zone will include several land uses as prescribed in the Governing Documents. The Forum Zone has been divided into multiple building zones (the "Development Zones"), also depicted on Exhibit "B". Each Development Zone consists of a Project Site and a portion of the Common Facilities situated immediately adjacent to the Project Site, which are referred to herein as the "Project Site's Common Facilities." Each Project Site shown on Exhibit B shows the approximate location of the building to be built within the Development Zone. The Project Site Developer shall have the right to adjust the building location within the Development Zone and any portion of the Development Zone located outside the building shall be deemed Project Site Common Facilities.
- G. In addition to the Development Zones, the Forum Zone contains areas of Common Facilities not located within Development Zones. Those areas are labeled RVMA 1 through RVMA 7 (the "RVMA Improvement Areas") on Exhibit "B" attached hereto and incorporated herein by reference.
- H. Declarant desires that as the Forum Zone is developed, the Common Facilities shall be constructed in accordance with the Governing Documents and the standards (the "Improvement Standards") attached hereto as Exhibit "C" and incorporated herein by reference.

NOW, THEREFORE, Declarant hereby declares as follows:

ARTICLE 1 CONSTRUCTION AND PAYMENT OBLIGATIONS

- 1.1 RVMA Improvement Areas. Pursuant to that certain Forum and Pedestrian Streets Agreement dated ________, 2004, the RVMA is obligated to upgrade and/or install and construct certain Common Facilities in the RVMA Improvement Areas. Each Project Site Developer shall cooperate with RVMA to allow RVMA to complete Common Facilities within the RVMA Improvement Areas at the times and by the deadlines contemplated by the Forum and Pedestrian Streets Agreement.
- (a) <u>License for Construction and Maintenance</u>. Declarant hereby grants to the RVMA a non-exclusive, license ("License") (i) on, over, across and through the RVMA Improvement Areas, and a portion of Declarant's property located in the vicinity of the RVMA Improvement Areas for the purpose of ingress and egress, staging and temporary storage of construction equipment and materials, installation and maintenance of Common Facilities within the RVMA Improvement Areas, including without limitation, post-completion repair and warranty work (collectively "the RVMA Phased Work") all at the risk and expense of the RVMA and (ii) on, over, across and through those Common Facilities not located within the RVMA Improvement Areas, and a portion of Declarant's property located adjacent to such

Common Facilities, for the purpose of ingress and egress, staging and temporary storage of construction equipment and materials, installation, maintenance and repair of Common Facilities pursuant to this Declaration or the maintenance and repair obligation of the RVMA as provided for in the Management Agreement, including without limitation post-completion repair and warranty work. The size, configuration and dimensions of the License, outside of the RVMA Improvements Areas and/or the Common Facilities, shall be limited to that portion of Declarant's property located contiguous to and in the vicinity of the RVMA Improvements Areas and/or the Common Facilities as is reasonably needed to complete the RVMA Phased Work.

- (i) The RVMA shall repair any and all damage that may be caused to Declarant's property by reason of RVMA's use of the License. The RVMA shall indemnify and hold harmless Declarant (and in the case of the ASCU Property, WMR) and their contractors, employees, officers, trustees and agents (the "Indemnified Parties"), and Declarant's property harmless from and against all claims of any nature that may arise from the RVMA's use of the License, except to the extent that those claims arise from the negligence of the Indemnified Parties.
- Future Improvements in Development Zones. Any owner of a Project Site within 1.2 a Development Zone (a "Project Site Developer") shall be obligated to upgrade and/or install and construct all Project Site Common Facilities associated with that Project Site. If more than one person or entity owns an interest in a Project Site, all such persons or entities shall be jointly and severally liable and obligated for the completion of the associated Project Site Common Facilities. All Project Site Common Facilities shall (i) be constructed concurrently with the construction of building and other improvements within the respective Project Site, pursued diligently until completion and completed prior to the request for the issuance of a certificate of occupancy for the building improvements within the respective Project Site; (ii) be completed in accordance with the Governing Documents, the Improvement Standards and otherwise comply with applicable governmental requirements; (iii) be completed at the sole cost and expense of the Project Site Developer of the respective Project Site; and (iv) include temporary landscaping improvements along the perimeter of the Development Zone consistent with those set forth in the amended Design Guidelines contained in the Governing Documents. To the extent a Project Site Developer is required by Summit County (the "County") to construct or install any Common Facilities outside the boundary of its Development Zone in order to promote the general welfare or protect the safety and welfare of persons or property, the Project Site Developer shall have the right to reimbursement in accordance with Section 1.2(c) below.
- (a) <u>Construction Contract Requirements</u>. The Project Site Developer shall contractually obligate any contractor installing or constructing any Common Facilities to repair and warrant such work in accordance with the following:
- i. The contractor shall warrant, to the Project Site Developer and the RVMA, that: (i) all materials and equipment furnished will be of first-class quality and new; (ii) all work will be performed in a first-class and workmanlike manner and be free from any faults and defects; and (iii) all work will conform to the requirements of the Governing Documents, the Improvement Standards and any applicable governmental requirements.
 - ii. The contractor shall assign to the RVMA, or otherwise grant or transfer

to the RVMA, the benefit of all warranties and guaranties which the contractor has or to which the contractor is entitled from any of its subcontractors and sub-subcontractors of any tier.

iii. The contract shall require that, as to any claim arising within a period of one (1) year subsequent to completion and acceptance of the Common Facilities by the RVMA, the contractor will, at its sole cost and expense, correct and repair any Common Facilities which are faulty or defective, have failed or which do not comply with the Governing Documents, the Improvement Standards or applicable governmental requirements. For the purposes of this provision, upon completion of the construction of Common Facilities, a Project Site Developer and/or its contractor shall request, in writing, that the RVMA provide written "acceptance" of the Common Facilities, and shall comply with the then applicable procedures of the RVMA for obtaining such acceptance.

Before the commencement of the construction of any Project Site Common Facilities, the Project Developer shall deliver to the RVMA copies of the Project Developer's construction agreements with contractors (and copies of all subcontractor agreements) evidencing to the RVMA's reasonable satisfaction the Project Developer's compliance with the requirements of this Section 1.2(a). If the agreements so submitted are compliant with this Section 1.2(a), the RVMA shall approve the same. In the event the agreements are not compliant the RVMA shall provide the Project Developer with specific areas of non-compliance with this Section 1.2(a) thus allowing the Project Developer to amend the agreements and resubmit them to the RVMA. The RVMA's response to any agreements submitted for approval shall not be unreasonably withheld or delayed.

- Enforcement. In the event a Project Site Developer (a "Defaulting Project (b) Site Developer") fails to meets its obligations to timely commence, diligently pursue or timely complete the installation of the required Common Facilities, the RVMA shall provide such Defaulting Project Site Developer with written notice of the violation. The Defaulting Project Site Developer shall have thirty (30) days following receipt of such written notice to commence and diligently pursue completion of the required Common Facilities. If the Defaulting Project Site Developer fails to commence, diligently pursue or complete the required Common Facilities, RVMA may, but shall not be required to, undertake the completion of the Common Facilities for the Defaulting Project Site Developer, and the Defaulting Project Site Developer shall be obligated to reimburse the RVMA immediately upon demand for all costs incurred and expended by the RVMA. The RVMA shall not be obligated to provide financial assurances required by either Section 2.1 or 2.4 of this Declaration if it elects to complete the required Common Facilities for a Defaulting Project Developer. In the event and to the extent the RVMA does not elect to complete the construction of the Common Facilities required to be completed by the Defaulting Project Site Developer, then the RVMA and the Declarant or either of them shall have the right to bring an action against the Defaulting Project Site Developer for specific performance of the Defaulting Project Site Developer's obligations under this Declaration.
- (c) <u>Reimbursement</u>. A Project Site Developer (the "Reimbursing Developer") commencing construction within a Development Zone in which Common Facilities have been previously installed by the Project Site Developer of another Development Zone (the "Initiating Developer") pursuant to requirements of the County consistent with the terms and provisions of this Declaration, shall be obligated to reimburse the Initiating Developer (the "Reimbursement

Obligation") for all Construction Costs (as defined below) expended or incurred for such Common Facilities completed within the Reimbursing Developer's Development Zone pursuant to the following:

- i. <u>Payment of Approved Expenses</u>. A Reimbursing Developer shall satisfy its Reimbursement Obligation on or before that date which is thirty (30) days following issuance of a building permit authorizing the commencement of construction on the Project Site of the Reimbursing Developer. Failure to timely reimburse the Initiating Developer shall subject the Reimbursing Developer and its Project Site to the lien rights set forth in Section 2.5 herein.
- ii. <u>Construction Costs</u>. For the purposes of this Declaration, "Construction Costs" shall include the actual cost incurred by the Initiating Developer in constructing Common Facilities in a Development Zone related to a Project Site outside of its own Development Zone, including designing, engineering, cost of funds and bonding fees, as such amounts are reasonably approved by the RVMA in writing prior to commencement of construction. The Initiating Developer shall, prior to the commencement of the construction of any Common Facilities outside of its Development Zone, submit to the RVMA written evidence of the proposed Construction Costs for Common Facilities outside of its Development Zone. The RVMA shall have thirty (30) days to approve of the proposed Construction Costs, or any portion thereof, and those Construction Costs so approved shall be reimbursable to the Initiating Developer in accordance with this Section 1.2(c). In the event the RVMA fails to respond, in writing, within the prescribed thirty (30) day period, all of the proposed Construction Costs shall be deemed approved.

ARTICLE 2 MISCELLANEOUS

- 2.1 Financial Assurances In Lieu of Performing Work. A Project Site Developer obligated to complete Common Facilities under this Declaration may, upon establishing to the satisfaction of the County and the RVMA that prudent construction practices, weather conditions or other relevant factors require deferral of part or all of the installation of its Project Site Common Facilities until a date which is later than required by this Agreement, provide a bond, letter of credit, escrow of funds or other form of financial assurances acceptable to the County and the RVMA that the deferred work will be performed. If such financial assurances are provided to the satisfaction of the County, the Project Site Developer may proceed to develop its Project Site. All financial assurances provided by a Project Site Developer pursuant to this Section 2.1 shall specifically provide that the RVMA may have access to the proceeds of the bond, letter of credit, escrow or other financial assurances if the RVMA elects to cure and does, in fact, complete the Common Facilities for a Defaulting Project Site Developer pursuant to Section 1.2(b).
- 2.2 <u>Transfer of Project Sites</u>. To the extent the entire legal and beneficial right, title and interest to any Project Site is transferred to a person or entity which is not directly or indirectly owned or controlled by or under common ownership or control with the transferor, a written notice of such transfer shall be delivered to the County and the RVMA, not less than ten (10) days prior to the closing of such transfer, and such notice shall be recorded in the official records of the Summit County Recorder, setting forth the name and address of the new owner,

and, upon compliance with such notice and recording requirements, the prior owner of such Project Site shall be forever released of any obligations, arising from and after the date of the transfer, under this Declaration with respect to the Development Zone in which the Project Site is located, but not as to any other obligations with respect to any other Development Zone. Any lien rights, which may have arisen with respect to the Project Site so transferred, shall remain enforceable against such Project Site, regardless of whether or not the lien was recorded prior to the closing of the transfer of the Project Site. In addition to the notice, the transferring Project Site Developer must provide the RVMA with evidence that any Financial Assurances in place with respect to the affected Development Zone will be assumed or replaced by the new owner of the transferred Project Site. In the event such evidence is not provided, the transferring Project Site Developer shall remain primarily liable and responsible for the Financial Assurances in place prior to the transfer of the Project Site. This provision shall not be deemed to amend any similar provision of the Development Agreement or obviate any obligation to comply with the Development Agreement. The provisions of this Section shall not apply to the subdivision of a Project Site or Development Zone. The Project Sites will be legally subdivided upon compliance with the requirements of the Development Agreement for platting and subdivision including all required approvals of the County. Notwithstanding any other provision of this Declaration or the Development Agreement to the contrary, the County shall not be obligated to approve any proposed subdivision that does not correspond to the Project Sites, as they may be reconfigured in accordance with this Declaration.

Reconfiguration of Project Site or Development Zones. 2.3 Declarant hereby reserves the right to reconfigure the Project Sites and/or Development Zones as may be reasonably required to facilitate development of the Forum Zone, subject to written notice to and the reasonable prior written approval of the RVMA and the County to any such reconfiguration. Each notice shall include final drafts of all documents and plats accomplishing the proposed reconfiguration. Both the RVMA and the County shall have thirty (30) days from receipt of such notice of proposed reconfiguration to disapprove of the proposed reconfiguration. For the purpose of this Section 2.3, the RVMA shall be deemed 'reasonable' in disapproving a proposed reconfiguration which (i) results in the creation of gaps or uncovered areas of Common Facilities which were previously included in a Development Zone, and which, as a result of the proposed reconfiguration would not be completed in connection with development of all the Project Sites, (ii) results in a increase in the RVMA's construction costs of any Common Facilities located within any of the RVMA Improvement Areas and such increased costs have not been assumed by a Project Site Developer, or (iii) requires the RVMA to complete its construction obligations within the RVMA Improvement Areas sooner than would have been required without the proposed reconfiguration. The County may disapprove a proposed reconfiguration if it determines that such proposed reconfiguration results in a disproportionate allocation of Common Facilities to one or more Development Zones (whether such disproportion relates to the cost of Common Facilities or the area covered by Common Facilities) or creates a possibility that the completion of critical Common Facilities will be unreasonably deferred. Failure by the RVMA or the County to respond in any manner to the proposed reconfiguration within thirty (30) days following receipt of a Reconfiguration Notice shall be deemed an approval of the proposed reconfiguration but a request by the County or the RVMA for further information or a conditional response by the County within such thirty (30) day period shall not result in a deemed approval of the proposed reconfiguration and shall have the effect of [tolling such 30-day period as to both the County and RVMA until the requested information is

delivered to both of them. Any reconfiguration shall not relieve any owner of a Project Site of the obligation to develop such Project Site and its Development Zone, as reconfigured, in accordance with this Declaration.

- (a) To the extent any reconfiguration of a Project Site or Development Zone necessitates the reconfiguration of the boundaries of the Forum Zone, subject to the requirements of this Section 2.3, Declaration reserves the right to annex additional property of Declarant into the Forum Zone to accommodate such reconfiguration. To effectuate the annexation of additional property into the Forum Zone, the Declarant shall, subject to the provisions of this Section 2.3, record a supplement or amendment to this Declaration containing a legal description of the property to be annexed and a new legal description of the Forum Zone as modified following the annexation.
- 2.4 <u>Bonding Requirements.</u> In connection with the construction of any Common Facilities, with the exception of those to be constructed by the RVMA within the RVMA Improvement Areas, the County may require a Development Improvement Agreement (DIA) including the posting of Financial Assurances (as that term is defined in the Forum and Pedestrian Streets Agreement). Any party (other than RVMA) undertaking the construction of Common Facilities shall be solely responsible for the posting of such Financial Assurances and the satisfaction of the County requirements with respect to the construction of such Common Facilities. Each DIA shall contemplate that the RVMA may, but shall not be obligated, to perform the work for a Defaulting Project Site Developer pursuant to Section 1.2(b). All financial assurances provided by a Project Site Developer pursuant to a DIA shall provide by its terms that the RVMA may have access to the proceeds of the bond, letter of credit, escrow or other financial assurances if it elects to cure and does, in fact, cure the default of a Defaulting Project Site Developer pursuant to Section 1.2 (b).
- 2.5 <u>Lien Rights</u>. Any financial obligation of any Project Site Developer owing in accordance with the terms and provisions of this Declaration shall be secured by, and Declarant and each Project Site Developer hereby grants and conveys to the RVMA and/or such other person to which the financial obligation is due and payable, a mortgage lien and security interest on the Project Site and all improvements thereto owned by the delinquent Project Site Developer. Such lien and security interest shall secure payment of the amount of such unpaid obligation together with all interest at the rate of eighteen percent (18%) per annum from the date of each advance and with all collection and enforcement charges thereon or related thereto, including reasonable attorneys' fees and costs. The lien and security interest may be evidenced by written notice recorded in the Official Records of the County, maintained by the County Recorder, and may be enforced through judicial foreclosure in the same manner as a mortgage in accordance with Utah law.
 - (a) Any lien created in accordance with this Section 2.5 shall be superior to all other liens and encumbrances except real property ad valorem taxes and special assessment liens duly imposed by a Utah governmental or political subdivision or special taxing district, or any other liens made superior by statute.
 - (b) Within fifteen (15) days following receipt of a written request from Declarant, a successor or assign of Declarant, or any of their lenders, the RVMA or an

Initiating Developer shall provide an estoppel certificate in a form reasonably acceptable to the requesting party, containing, among other things, information reasonably required by the requesting party, including without limitation, a statement that no lien exists against the requesting party's property in accordance with this Section 2.5, and that no monies are owed and outstanding for which lien rights may accrue against the property of the requesting party. If the requested party takes exception to any requested certification it shall specify the nature of its exception in reasonable detail on the face of the certificate.

- 2.6 <u>Prohibition on Amendment</u>. Declarant shall not amend this Declaration without first obtaining the prior written consent of the County and the approval of any owner of property within the Forum Zone which will be adversely impacted by such amendment. Any approved amendment shall be recorded with the County Recorder of Summit County, Utah, as applicable, an amendment to this Declaration, duly signed and acknowledged by Declarant and approved in writing by the County and the RVMA.
- 2.7 <u>Rights and Obligations to Run with the Land</u>. The rights and obligations created by and set forth in this Declaration shall be perpetual and shall run with the land and be binding upon and inure to the benefit of all owners of each parcel of real property within and constituting the Forum Zone. Every person who acquires any interest in any parcel of real property in the Forum Zone after the date on which this Declaration is recorded in the real estate records of Summit County, Utah, shall become subject to and be bound by the terms and conditions of this Declaration with respect to such parcel
- No Subdivision of Property. The designation of Development Zones and Project Sites on Exhibit "B" attached hereto is for efficient development planning only and to create an encumbrance against the tracts of land affected by this Declaration and shall not create a legal subdivision of the ASCU Lease Property or the ASCU Fee Property upon the recordation of this Declaration. The Project Sites will be legally subdivided upon compliance with the requirements of the Development Agreement for platting and subdivision including all required approvals of the County. Notwithstanding any other provision of this Declaration or the Development Agreement to the contrary, the County shall not be obligated to approve any proposed subdivision that does not correspond to the Project Sites, as they may be reconfigured in accordance with this Declaration.
- 2.9 <u>No Joint Venture or Partnership; No Third Party Beneficiaries.</u> Nothing contained in this Declaration is intended to, or shall be construed so as to, create a joint venture, partnership or any similar relationship between the parties to this Declaration. Nothing contained in this Declaration is intended to, or shall be construed so as to, create an enforceable right, claim or cause of action by any third party against any party to this Declaration with the exception of those provisions, which specifically run to the benefit of the RVMA or the County, which shall have the right to enforce such provisions.
- 2.10 <u>Authority</u>. Each party to this Declaration represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Declaration and that, to the best of its knowledge, the execution and performance of this Declaration will not

contravene or result in the violation of any agreement, law, rule or regulation to which any such party may be subject or by which it may be bound.

- 2.11 Attorneys Fees. If there is any litigation between Declarant, a Project Site Developer, or the RVMA to enforce or interpret any provisions hereof or rights arising hereunder, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees incurred by the prevailing party, such fees to be determined by the court sitting without a jury.
- 2.12 <u>Severability</u>. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.
- 2.13 Governing Law. This Declaration pertains to real property located in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah.
- 2.14 <u>Gender and Number</u>. Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and work in the plural shall include the singular.
- 2.15 <u>Captions and Titles</u>. All captions, titles or headings of the Articles and Sections in this Declaration are for the purposes of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day first above written

ASCU:

ASC UTAH, INC., d.b.a. The Canyons, a Maine corporation

ASCRP:

AMERICAN SKIING COMPANY RESORT PROPERTIES, INC., a Maine corporation

Resorts, as record title owner of the ASCU Property, hereby consents to and agrees to be bound by the terms and provisions of this Declaration and the recording thereof as an encumbrance against the fee interest in and to ASCU Property.

By executing hereunder, Wolf Mountain By executing hereunder, the RVMA hereby consents and agrees to be bound by the terms and provisions of this Declaration.

WOLF MOUNTAIN RESORTS, LC, a Utah limited liability company

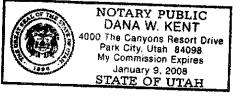
Name:

THE **CANYONS** RESORT VILLAGE ASSOCIATION, INC., a Utah non-profit corporation

By:

Name: Its:

STATE OF)	
COUNTY OF ; ss.	
The foregoing instrument was acknowledged before me this 2 day of 2004, by Foste Stewart, the Server Viceles. of ASC UTAH, INC., of The Canyons, a Maine corporation.	1.b.a
Notary Public	
My Commission Expires: January 9, 2008 Residing at: Summit (anty)	
STATE OF Wheek) : SS. COUNTY OF Summit) NOTARY PUBLIC DANA W. KENT 4000 The Canyons Resort Drive Park City. Utah 84098 My Commission Expires January 9, 2008 STATE OF UTAH	
The foregoing instrument was acknowledged before me this 2 day of June 2004, by Structure Present of AMERICAN SKI COMPANY RESORT PROPERTIES, INC., a Maine corporation	<u>l</u> INC
My Commission Expires: January 9, 2008 Notary Public Residing at: Summit Count	7



STATE OF UTAH)
COUNTY OF Summit	: ss.
COUNTY OF)
The foregoing instrun	nent was acknowledged before me this 12 day of my
2004, by Michael A I	nent was acknowledged before me this 13 day of may, the Manney Membof WOLF MOUNTAIN ed liability company.
RESORTS, LC, a Utah limite	ed liability company.
	Notary Public
	Residing at:
My Commission Expires:	Notary Public
STATE OF UTAH	BECKY K. PHILLIPS 1745 Sidewinder Drive
STATE OF UTAIN	Park City, Utah 84060 My Commission Expires November 22, 2005
COUNTY OF	State of Utah
TEL C	1 11 11 6 41 2 1 05
<u> </u>	nent was acknowledged before me this 2 day OF June, the <u>Executive Dr.</u> of THE CANYONS
RESORT VILLAGE ASSO	IATION, INC., a Utah non-profit corporation.
	- Survice
	Notary Public
My Commission Expires: \(\tag{7}	Residing at: Summit (anky
wij Commission Expires.	wide 9 hours
	NOTARY PUBLIC
	DANA W. KENT 4000 The Canyons Resort Drive
	Park City, Utah 84098 My Commission Expires
	January 9, 2008 STATE OF UTAH

EXHIBIT A

TO

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE CANYONS FORUM ZONE.

LEGAL DESCRIPTION AND MAP OF ASCU PROPERTIES

The attached map includes the legal description of the ASCU Properties and is also Exhibit A to the Forum and Pedestrian Street Agreement.

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ASCUT WOLF MOUNTAIN LE PARCEL

PARCEL A-2 DESCRIPTION

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666-60 ADEARTHCETEDESCY VAL LHE CYNKONS
VSCH PROPERTIES
VSCU/WOLF MOUNTAIN L
EXHIBIT A SEET 1 OF 1

DECEMBER 17, 2003 POM.

POX 2002 CORVEYING

ASCU/WOLF MOUNTAIN RESORTS
& ASCRP PROPERTIES

L.C.

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EXHIBIT A

EXHIBIT B

TO

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE CANYONS FORUM ZONE

PROJECT SITES, DEVELOPMENT ZONES, AND COMMON FACILITIES

The attached map is also Exhibit B to the Forum and Pedestrian Street Agreement.

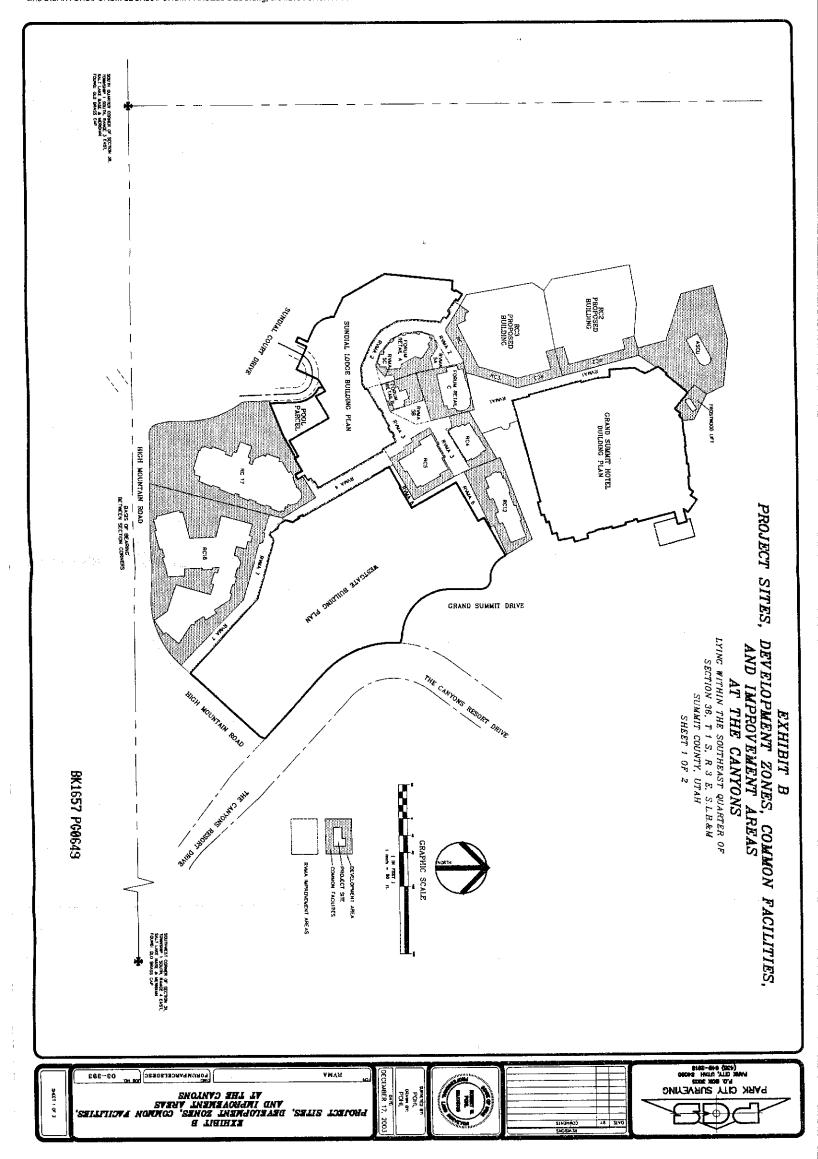


EXHIBIT C

DECLARATIONS OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE CANYONS FORUM ZONE

DESIGN GUILDELINES AND IMPROVEMENT STANDARDS

The current Improvement Standards are set forth in the pages of <u>The Canyons Streetscape Conceptual Design Package</u>, October 1, 2003, of this Exhibit C. Notwithstanding anything in section 2.6 of the Declaration to the contrary (including without limitation the requirement that any owner of real property that will be adversely impacted by an amendment to this Declaration gives its prior written consent to any amendment of this Declaration, which consent shall not be unreasonably withheld, conditioned or delayed), the Declarant, at the written request of the RVMA and subject to the prior written consent of the County, shall have the right to modify or amend the Improvements Standards from time-to-time by recording any such modification or amendment in the official records of the County Recorder. The Declarant shall promptly deliver a copy of any such amendment to the Project Site Developers, the County and the RVMA.

BK1657 PG0650



OCTOBER 1, 2003



Prepared for:

The Canyons Resort Village Association, Inc.

Prepared by:

Design Workshop, Inc. 120 E. Main Street Aspen, CO 81611 970-925-8354 970-920-1387 fax



Table of Contents

Introduction
SECTION I
Site Analysis Description
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Master Plan Description
Master Plan (11 X 17 at 1" = 80'- 0")
Phase One (11 X 17 at 1" = 40'- 0")
SECTION III
Illustration Descriptions
Promenade Sketch (11 X 17, not to scale)
Character Sketches (11 X 17, not to scale)
Conceptual Grading and Drainage (11 X 17 at 1" = 80'- 0")
Fire Access (11 X 17 at 1" = 80'- 0")
SECTION IV
Kit of Parts Explanation
Site Elements Key Plan (1" = 80'- 0")
Foundation Edge Details (11 X 17, see sheet for scale 1.) o-1'-0" Foundation Wall Treatment Detail A
Stone Treatment Details (11 X 17, see sheet for scale) 1.) Boulder Seat Detail
4.) Typical Stair Detail - Perspective
Planting Details (11 X 17, see sheet for scale) 1.) Single Stem Tree Planting Detail
Site Elements Appendix



Introduction

This document is to serve as a narrative to the Canyons Resort Streetscape design that has been prepared by Design Workshop, Inc. It is our common goal to deliver a product that achieves Design Review Committee consensus for project approval. For this reason, we have compiled a step by step documentation of process and drawings for future reference.

The Canyons Streetscape and Forum design process stemmed from a charrette, where the big ideas for the final schematics and phasing were discussed and lined out. Budget constraints meant that a phased effort was necessary in order for the project to be realized. Following the charrette, a thorough 'Site Analysis' facilitated the preparation of a Master Plan that described what would constitute as the first phase of development. Perspective illustrations were used to relay the schematic intent for the Master Plan in addition to a 'Kit of Parts' being assembled to describe potential elements including: benches, tables, chairs, trash receptacles, bike racks, flag poles, and lights.

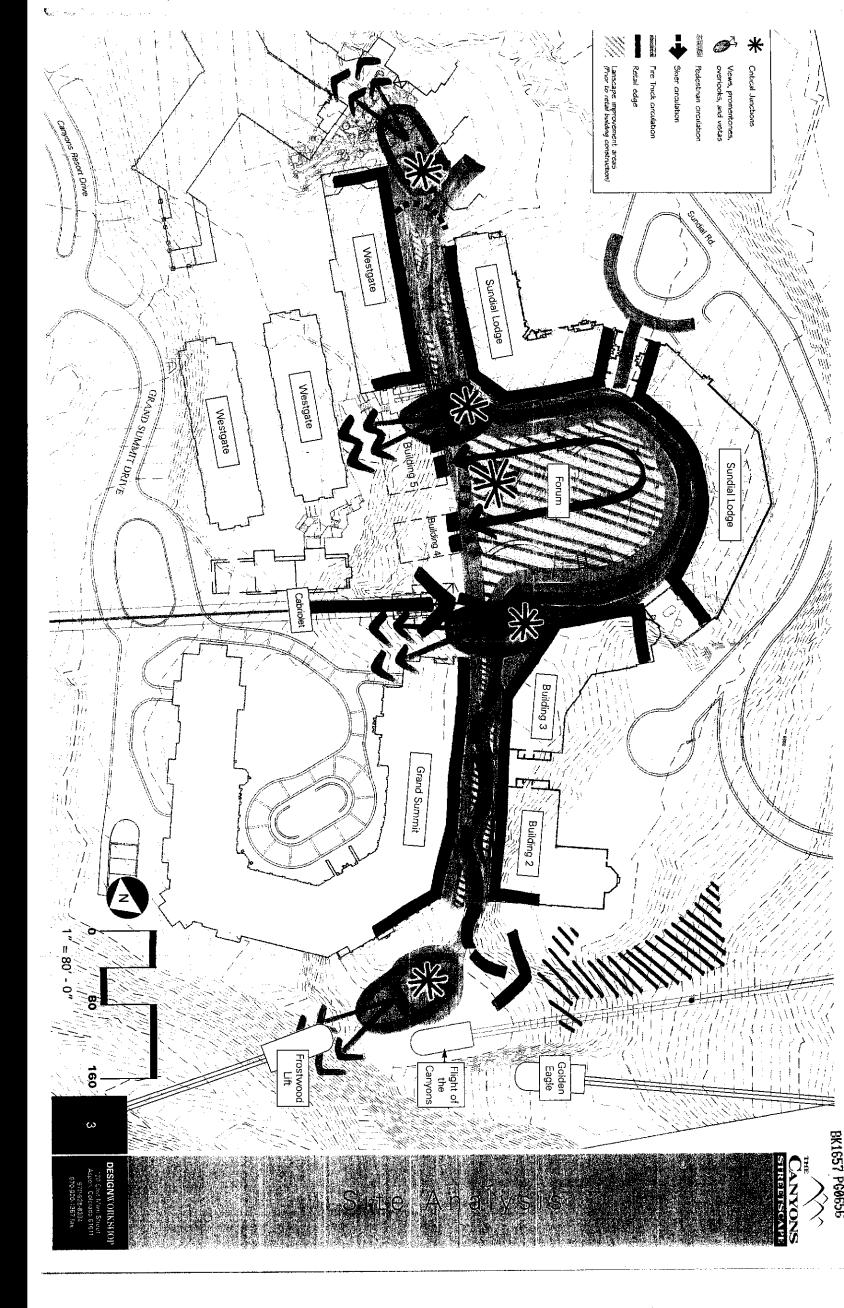
THE FOLLOWING DRAWINGS, PLANS AND DETAILS ARE PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. THSES DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION UNDER ANY CIRCUMSTANCES.

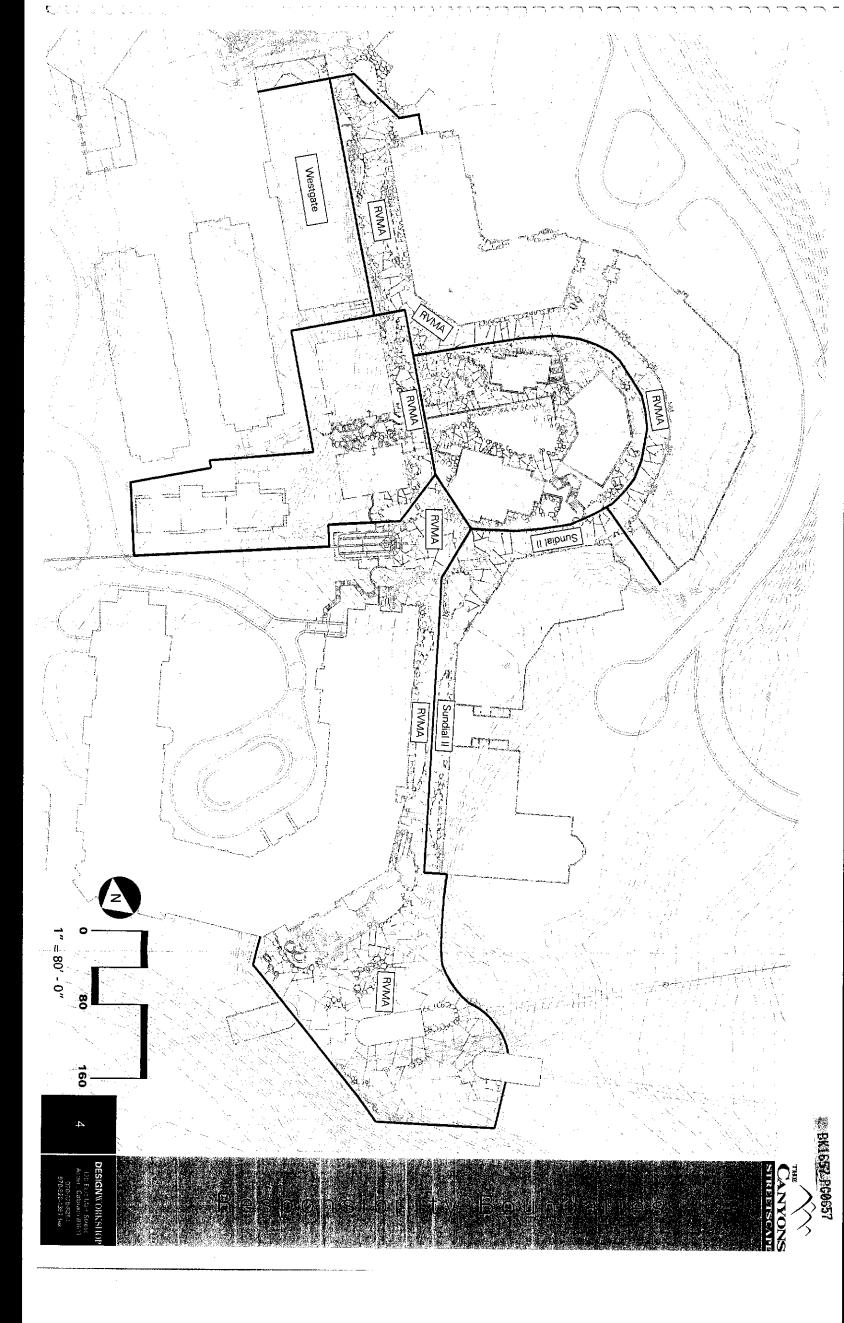


Site Analysis Description

The existing conditions for the Canyons is illustrated by the Site Analysis Plan Overleaf. The seven key features identified on the legend included:

- ▲ Critical Junctions Noted by the black asterisks. These mark the locations where critical circulatory access and intersection nodal points occur.
- ▲ Views, Promontories, Overlooks and Vistas Noted by the green oval with doubled arrows. These mark prime, above mentioned locations, located where distant mountain and valley views can be captured.
- ▲ Pedestrian Circulation Noted by the golden line. This delineation marks the area where the pedestrians will be able to walk comfortably taking advantage of the resort's amenities and activities including the retail and commercial facilities.
- ▲ Skier Circulation Noted by the blue striped arrow. This delineats the movement of mountain users between lifts.
- ▲ Fire Truck Circulation Noted by the lavender line. This marks the easement within the new pedestrianized area where fire trucks will be able to access all areas and buildings along the street.
- ▲ Retail Edge Noted by the burgundy line. This indicates how pedestrians will be directed along the retail edges of The Canyons Resort in a manner which maximizes interaction for extended durations.
- ▲ Landscape Improvements Areas Noted by the diagonal green lined areas. These areas offer optimal locations where attractive elements such as views, seating, planting, and water features can be provided.





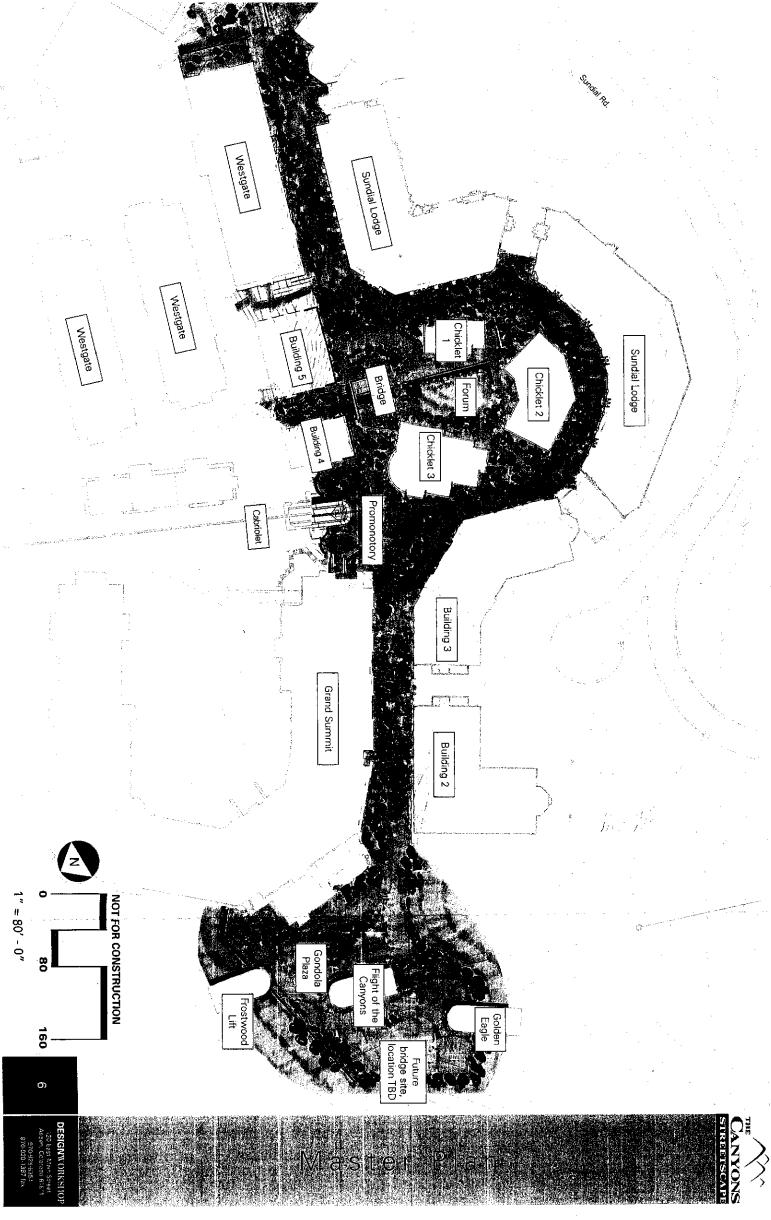


Master Plan Description

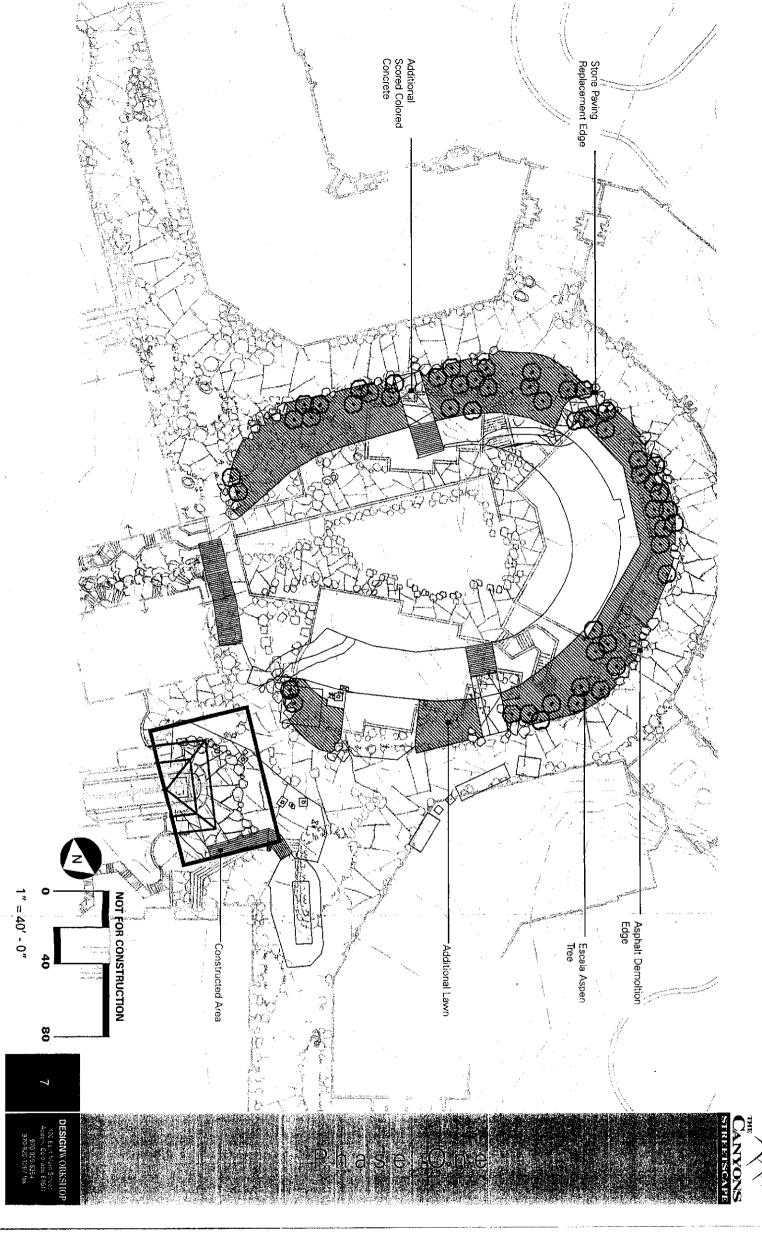
The Master Plan presents the big ideas for the overall design of the Forum, Pedestrian Street, and Gondola Plaza. This plan demonstrates the following:

- ▲ Existing and proposed resort building interface, see text.
- ▲ Gondola, cabriolet, and lift locations, see text.
- ▲ Various paving/seating treatments including: the scored concrete, sandstone paving, and sandstone seating.
- ▲ Planting locations including aspen tree, lawn space and planter bed locations throughout the Forum, Pedestrian Street, and Gondola Plaza, see graphic.
- ▲ Proposed "chicklet" locations and associated space within forum area, see text.
- Water features including: a central water feature flowing through the forum area, paralleling user circulation and placed on axis with... the feature would terminate as a vista cascade between proposed retail buildings.
- ▲ Promontory locations, see text.
- ▲ Forum bridge location, see text.

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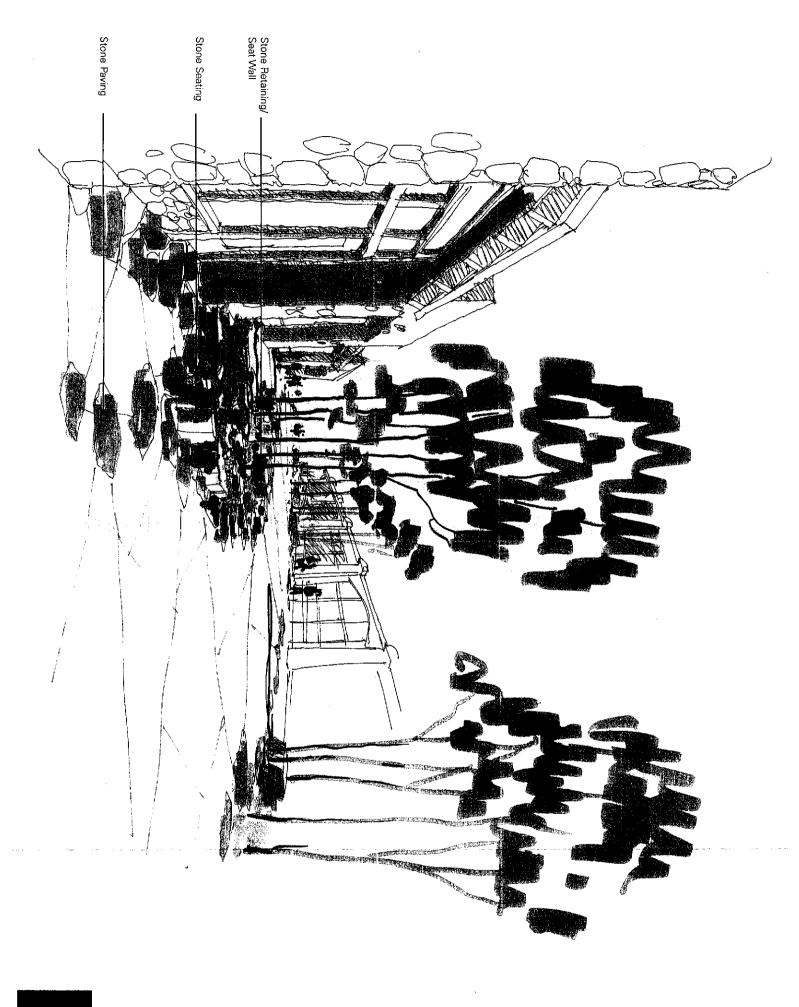


Illustration Descriptions

Five illustrations are included in this document to illustrate the overall design intent for the improvements to the Pedestrian Street and Forum.

- ▲ The Promenade Sketch illustrates the relationship of the sandstone paving, seating, and walls, scored colored concrete, and planting within the Pedestrian Street.
- ▲ The enclosed series of Character Sketches identify important design intents within the Pedestrian Street and Forum. The following is a brief description of where each sketch is taken from.
 - Illustrates a section of the Pedestrian Street looking from the far end of the Sundial Lodge and Westage toward the Cabriolet.
 - 2. Illustrates the corner turn of the Sundial Lodge into the forum from the Pedestrian Street.
 - 3. Illustrates the water vista/bridge enhancement within the proposed buildings along the Pedestrian Street.
 - 4. Illustrates the view of the Grand Summit side of the Pedestrian Street from the Forum edge.

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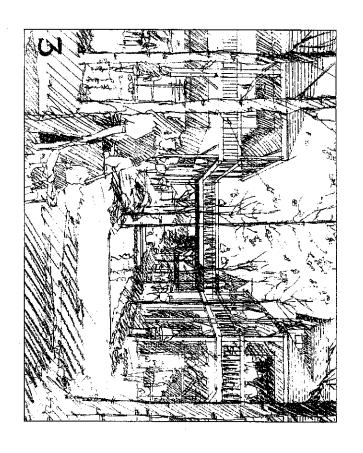


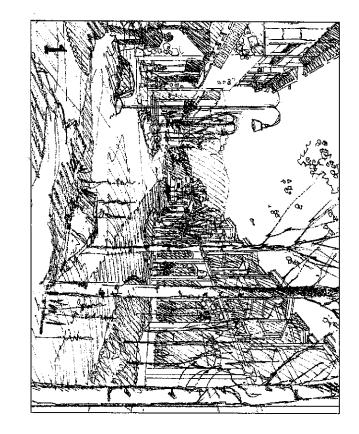
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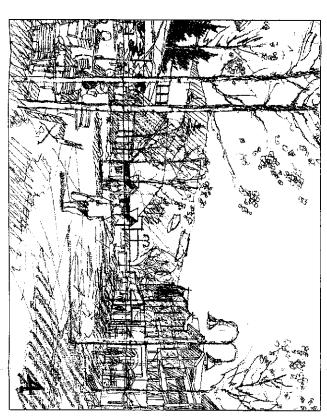
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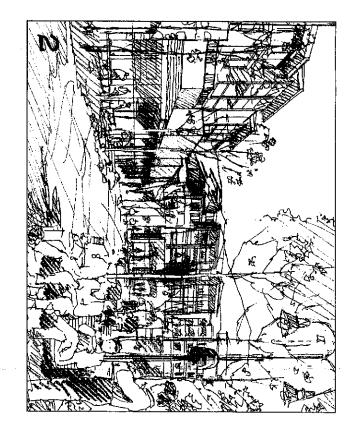
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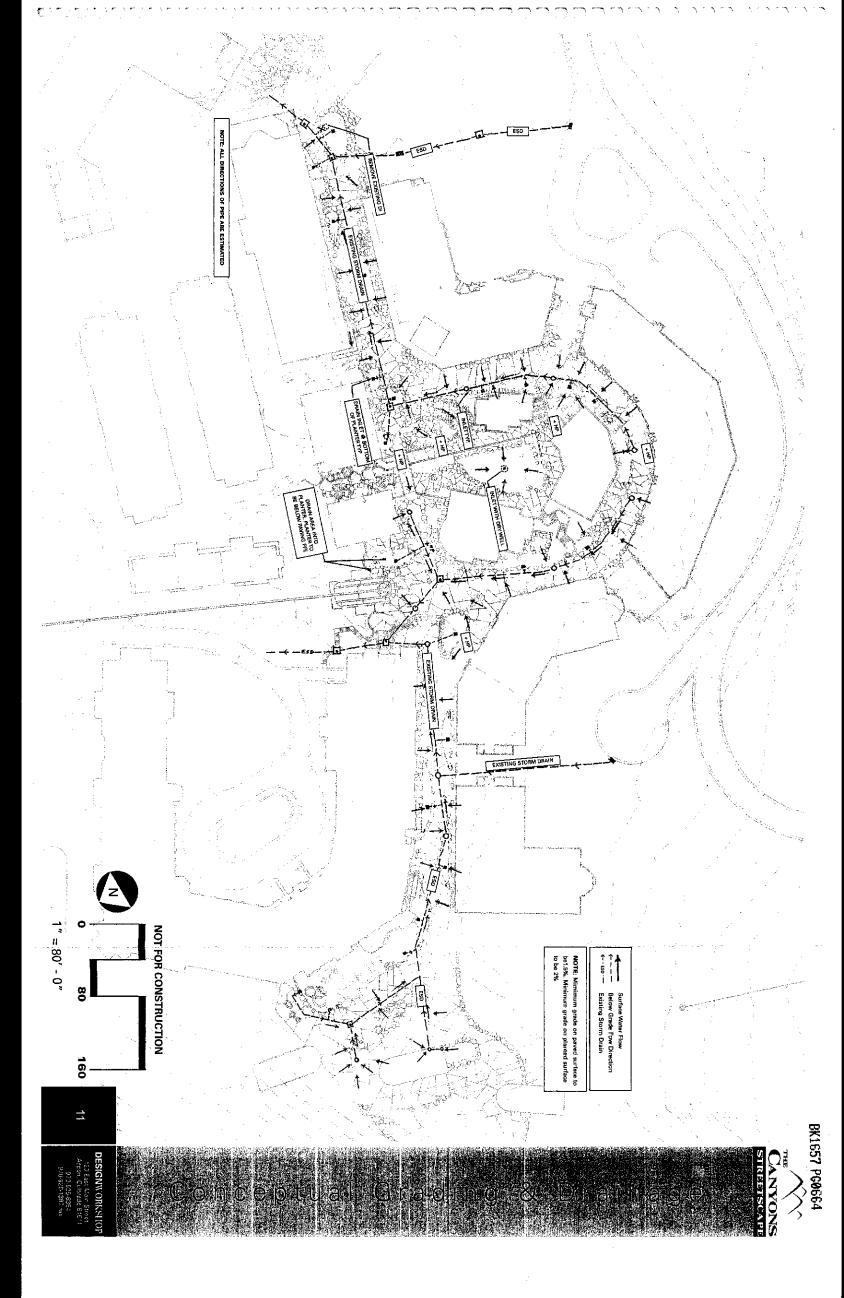


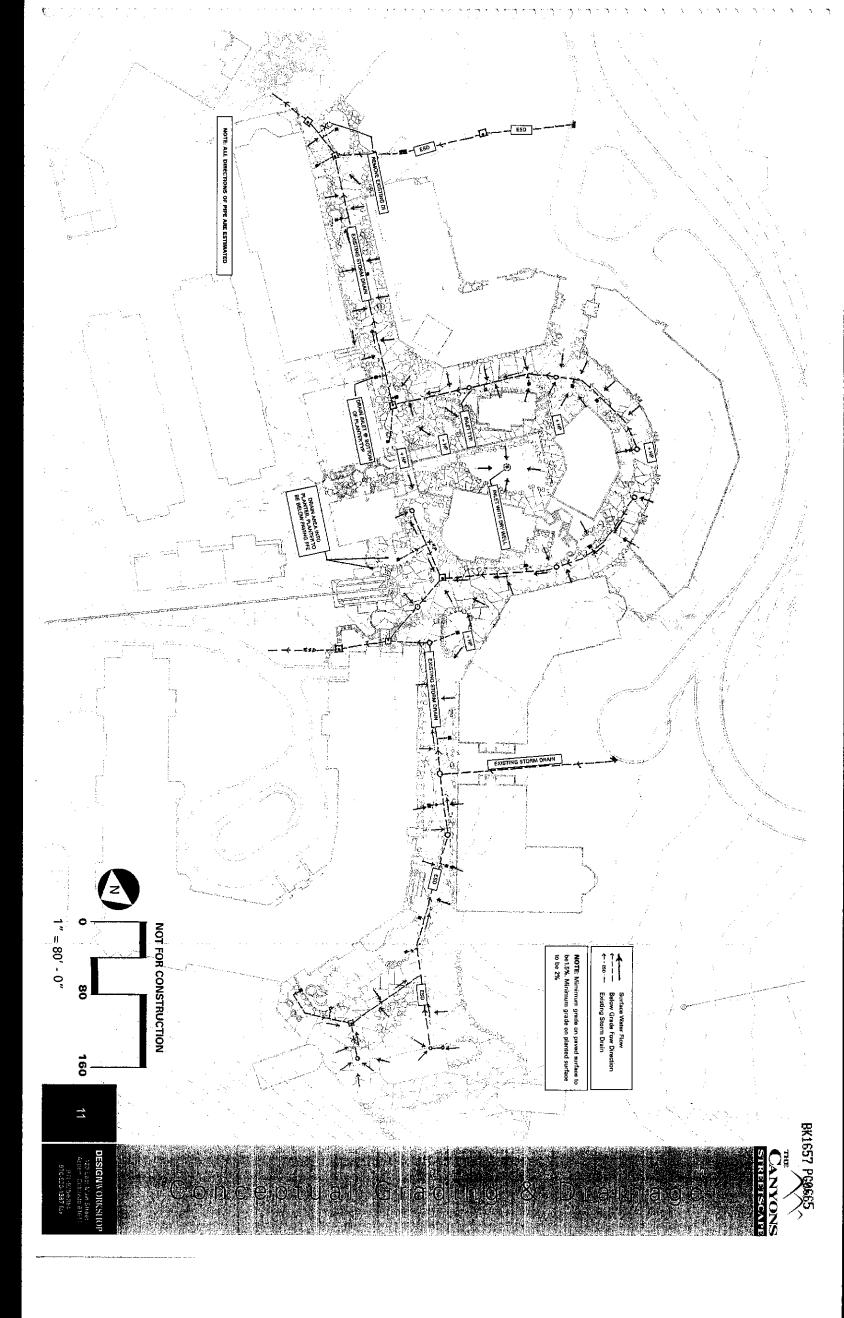


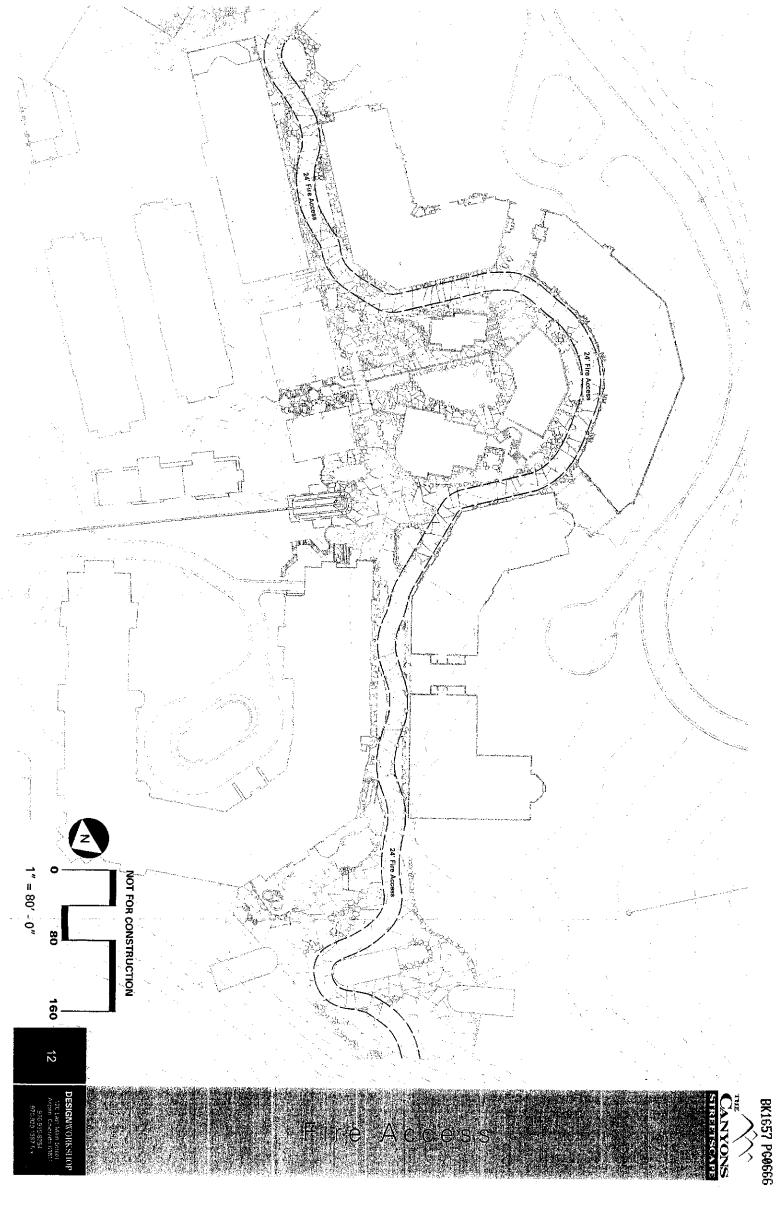




BK1657 PG0663 CANYONS STREETSCAPE









Kit of Parts

The enclosed "Kit of Parts" includes several options necessary for the construction detailing and execution fo the project.

Enclosed are a series of schematic construction details which show graphically how various elements of the streetscape would be constructed. This includes:

- 1) Detailing the improvements necessary to complete the stonework around the currently exposed concrete foundation walls.
- 2) Stone steps detail
- 3) Boulder retaining/seat wall with planter detail
- 4) Boulder seat/retaining wall
- 5) Typical scored concrete detail

The second set of details, Stone Treatment Details, documents the various treatments of stone.

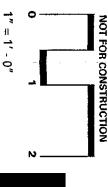
The third set of details, Planting Details, documents planting details for the aspen trees that will be transplanted from Escala.

The last piece to this section is the Site Elements package that lists recommendations for future purchasing of site furnishings. This includes: benches, tables, chairs, trash receptacles, bike racks, flag poles, and lights.

BK1657 PG0667

Proposed sandstone boulder to cover area of Leave 1/2" gap between proposed boulder and top of concrete slab. Fill joint with masexposed concrete. Adhere boulder to wall with mortar. Proposed scored, colored, and reinforced tic sealant. Sealant color to match stone. Compacted aggregate base Steel Dowel with Sleeve Existing Cladding Stone Existing Stone Ledger Compacted subgrade 1/2" Expansion joint concrete. ේ දි

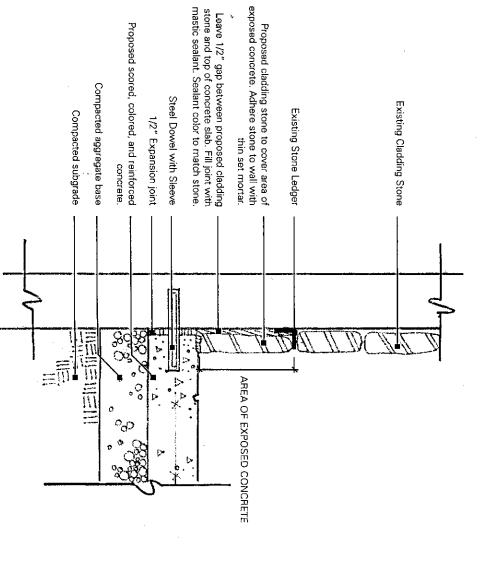
concrete slab reinforcement, thickness, and ground compaction **NOTE:** Detail applicable only if area of exposed concrete is between 12" - 24". Consult with structural engineer on necessary



STREETSCAPE CANYONS

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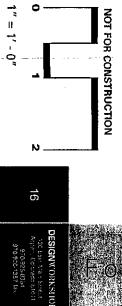
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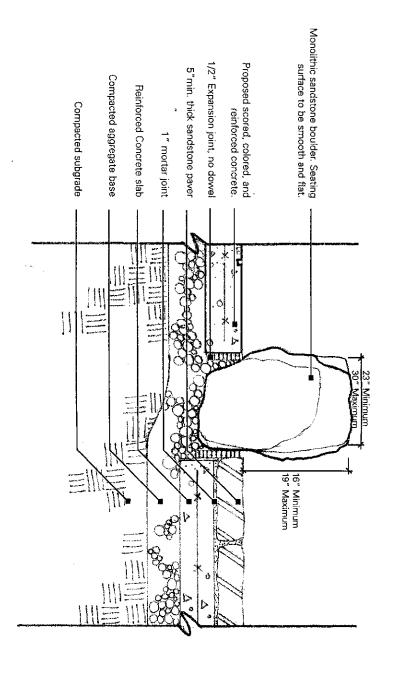


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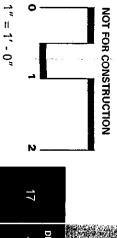
NOTE: Detail applicable only if area of exposed concrete is 1'-0" or less. Consult with structural engineer on necessary concrete slab reinforcement, thickness, and ground compaction

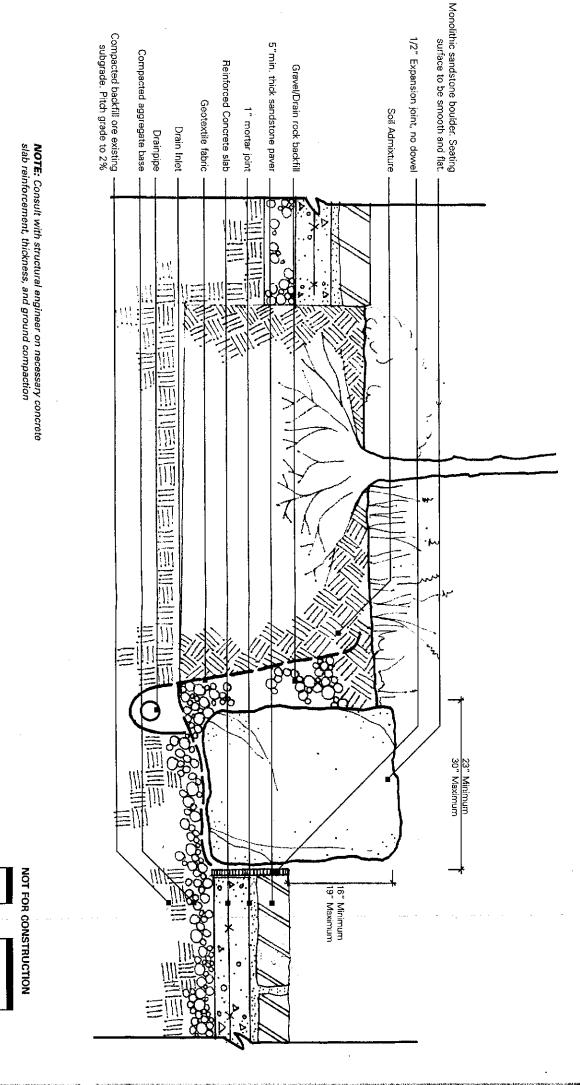




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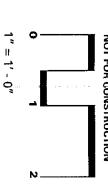
NOTE: Consult with structural engineer on necessary concrete slab reinforcement, thickness, and ground compaction





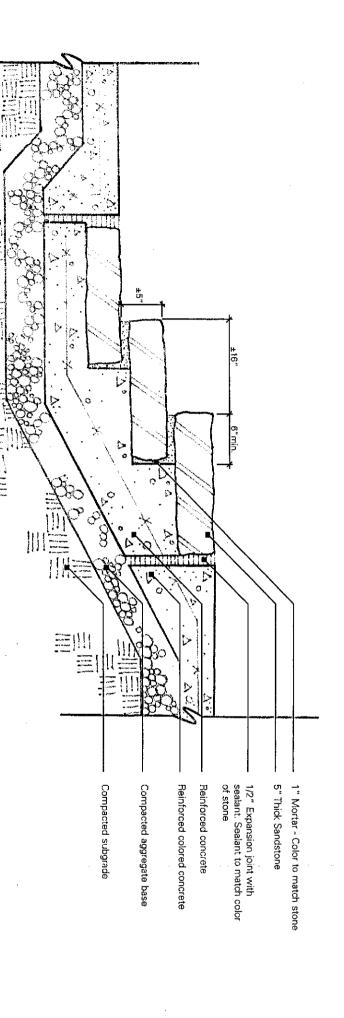
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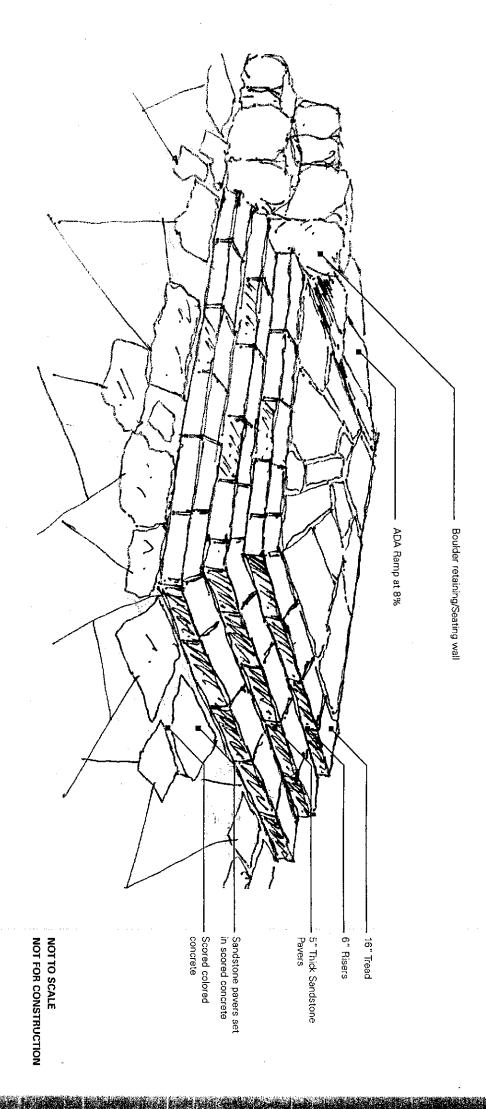
NOTE: Consult with structural engineer on necessary concrete slab reinforcement, thickness, and ground compaction



BK1657 P60673 **>**

CANYONS

1'' = 1' - 0''

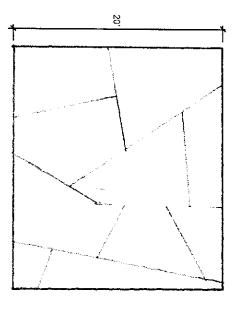


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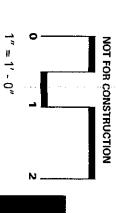
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Compacted subgrade Compacted aggregate base Reinforced colored concrete Broom finish surface

Sawcut control joint/Scoring 1/4" thick, 1/2" deep

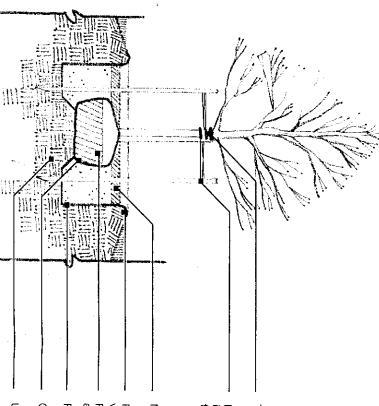


NOTE: Consult with structural engineer on necessary concrete slab reinforcement, thickness, and ground compaction



BK1657 PG0675

21



Tree fabric with grommets

iron stake or acceptable wooden substitute, anchor Locate anchor stakes (3) 18" away from tree trunk. Frail

Mulch with pine bark (3" min), 3" saucer (max.)

Ropes at top of ball shall be cut. Remove top 1/3 of basket and all twine. Firmly formed saucer (use topsoil). Angle of repose varies with steepness of slope and soil type (shere directed only).

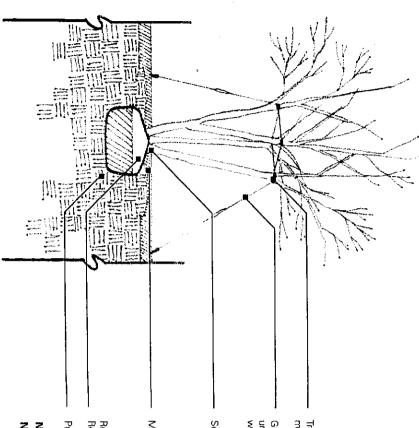
Roughen sides of pit

Corner of root system to at line of proposed grade

Undisturbed soil - dig pit to appropriate depth

NOT FOR CONSTRUCTION NOT TO SCALE

BK1657 P60676



Tree fabric with grommets on each major stem. All major stems should be wired together.

Guy wires (3). Avoid tight guy wires as they prevent natural sway (remove after one full season). Attach guy wires to eye bolts around inside of planter walls.

Set tree at proposed grade

Mulch with pine bark (3" min)

Ropes at top of ball shall be cut. Remove top 1/2 of burlap. Remove top 1/3 of basket and all twine.

Prepared light-weight planting soil

NOT FOR CONSTRUCTION NOT TO SCALE

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DESIGNWORKSHO

23



Site Elements

COMPANY	COLLECTION	DESCRIPTION	DIMENSIONS	WEIGHT	COST
Lights					
Magniflood 7200 New Horizons Blvd. No.	Area Lighting	Metropolitan-2 in 175w metal halide, including lamp MTM2-175L			\$335.00
Contact: Anita Greene P. (631) 226-1000		4' round aluminum pole with single bent arm assembly (lamp center at 12 ft)			\$595.00
		4' round aluminum pole with double bent arm assembly (lamp center at 12 ft)			\$785.00
		Wall mounted single bent arm assembly			\$288.00
Bega 1635 Blake Street Denver, CO 80202 Contact: Lorie Moore Rowland P (303) 534-0107	Wall Lighting	Model: 2082P, Color: Black	16-9/16' X 4-15/16' X 4"		\$360.00



Site Elements

COMPANY	COLLECTION	DESCRIPTION	DIMENSIONS	WEIGHT	COST
Benches, Chairs, Tables, Trash Receptacles, and Bike Racks	Receptacles, and Bike	Racks			(Including Approximate Shipping Cost)
Landscapeforms 431 Lawndale Avenue Kalamazoo, Mil Agonia	Scarborough	Scarborough Backed Bench, 72", horizontal strap, grotto	28" X 34" X 72"	240 lbs	\$1,030.00
Contact; Vivian Kovacs P (303) 799-0028	Scarborough	Backed Bench, 96", with center arm, horizontal strap, grotto	28' X 34" X 96"	270 lbs	\$1,490.00
		Scaborough Receptacle, side opening with Sand Pan, vertical strap, grotto, with recycling label sign	25" X 40" 30 Gallon	105 lbs	\$930.00
	Tables	42' Round Steelhead Perforated Metal Table Top, grotto, freestanding, with umbrella hole	42" dia. X 29" h.	180 lbs	\$995.00
	Chairs	Verona Chair with armrests, grid, grotto	25" X 22"	35 lbs	\$185.00
	Umbrella	Equinox Umbrella, 96' dia X 97" high. Plain edge cover, grotto pole, forest green fabric,		40 lbs	\$850.00
brp ENTERPRISES, inc. 3200 O Street Lincoln, NE 68510	Bike Bollard Post	RB4-03, EM, MF, Chocolate, 4.5" dia. Round pipethree bike foops **(Alternatives to above recommendations)	16" dia. X 36" h.	110 lbs	\$250.00
	Manchester	Chair, MC301, MF, raven Table, MC 202, FM, MF, raven Trash Receptacle, MC405, AT, FM, MF, raven MC110, FM, 96, MF, raven MC110, FM, 72, MF, raven	25'd. X 34'h. X 22' 42' dia. X 29' 28' dia. X 47' h. 26' d. X 35' h. X 96' l. 26' d. X 35' h. X 72' l.	210 lbs 350 lbs 530 lbs 640 lbs 500 lbs	\$530.00 \$710.00 \$1,160.00 \$1,470.00 \$1,280.00
Flags					
American FlagsExpress 600 www.flagsexpress.com	Architectural Series	EC20, 320143, (flag size 3' X 5')	20' h. X 23' l. X 5' dia.	118 lbs	\$1,042.00

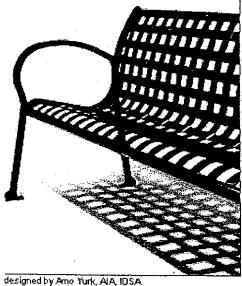
scarboroug

features

- > choose from several lengths, two seat styles, backed or backless styles
- > center arms provide individual space, discourages vagrants
- > more details

24", 48", 72", 96" lengths strap or woven metal seat

backed backless designed with arms optional center arm freestanding surface mount variety of colors



designed by Amo Yurk, AIA, IDSA U.S. Patent No. 0366,773

More Details

- Backed bench in 24in., 48in., 72in. or 96in. lengths
- Backless bench in 48in., 72in. or 96in. lengths
- Horizontal strap or woven metal seat
- Backed bench may be specified with a center arm
- 96" backed bench may also be specified with 2 intermediate arms
- Metal parts finished with Panguard II® powdercoat available in standard colors
- Optional powdercoat colors available for an upcharge
- Freestanding/surface mount support standard
- Coordinating litter receptacle

Dimensions

Backed benches

- 24in, bench: 28in, d x 34in, h x 24in, l 48in, bench: *28in, d x 34in, h x 48in, l
- 72in. bench: 28in. d x 34in. h x 72in, l
- 96in. bench: 28in. d x 34in. h x 96in. l

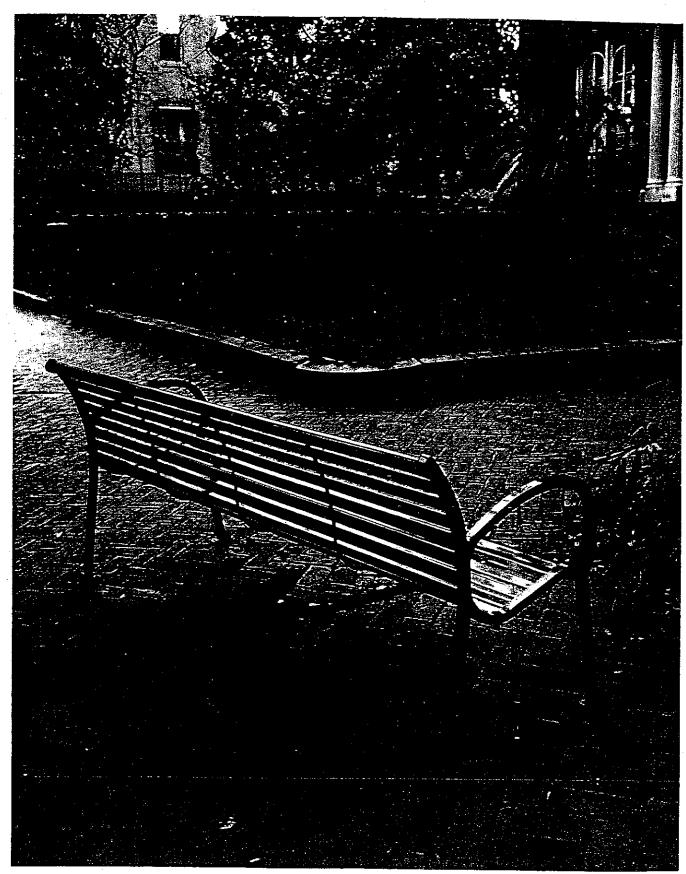
Flat benches

- 48in. bench: 26in. d x 28in. h x 48in. l 72in. bench: *26in. d x 28in. h x 72in. l
- 96in. bench: 26in. d x 28in. h x 96in. I

To Specify: Select Scarborough Bench

Choose

- With or without center arm for backed styles
- For 96" bench, without arms, with one center arm or with 2 intermediate arms
- Horizontal strap or woven seat insert
- Powdercoat color



RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.

33 3/4 - GL 1DE 17 3/4" 27 3/4" - CENTER ARM - 72 1/2 27 1/4"

111LE: SCARBCRUCH 72° FREESTANDING BACKED BENCH VITH INTERNEDIATE ARN - STRAP Design scarbcruch Paient:

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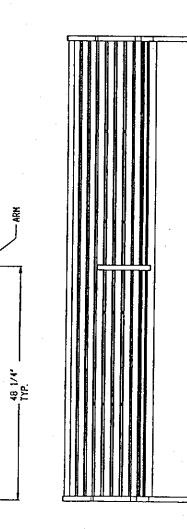
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FILE: SC3522 DATE: 09-01-94 AUTHOR: LAB

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27 3/4" 17 3/4" 17 3/4" 6LIDE



27 1/4"

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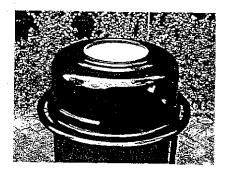
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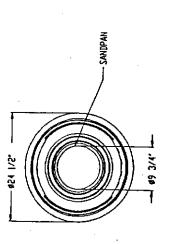
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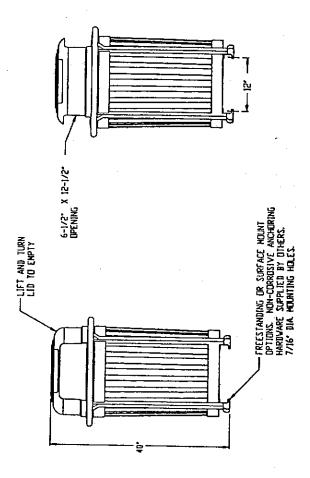
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features

- > Mix and match 5 tabletop styles in a selection of sizes with one of four base
- > team our tables with any of our chairs to create an inviting café look.
- > Add umbrellas to bring shade and color
- > more details

tables

selection of sizes steel, Avonite ® or fiberglass tops

round, square or rectangular 4 base styles secures umbreila freestanding surface mount embedded variety of colors



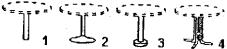
designed by Robert Chipman, ASLA

More Details

The Group

- Mix and match four support styles, 5 table top styles
- All supports feature built-in umbrella holder
- Metal parts finished with Panguard II© powdercoat available in standard colors
- Optional powdercoat colors available for an upcharge
- Coordinates with Verona, Firenze, Traverse, Catena chairs, Equinox umbrellas, Solstice sun shades, several litter receptacle and ash urn styles

Support Options



- 1. Single embedded
- 2. Catena support: surface mount or freestanding
- Single surface mount
- 4. Quad support: surface mount or freestanding

Table Tops











Catena

Fiberglass

Marneaux®

(Perforated)

Steelhead Steelhead (Solid)

Mameaux ®

- Features Avonite ® Formstone 100% acrylic resin solid surface material
- Withstands harsh environments; requires minimal maintenance
- Resists scratching, staining, chipping and cracking
- Weather, harsh chemicals, UV rays have virtually no effect on the through-body color of Avonite Formstone
- Scratches can be buffed out and graffiti wipes away with household cleaners.
- For Avonite cleaning instructions refer to our Care and Maintenance sheet.
- Approved by the National Sanitation Foundation for food service areas
- Sizes: 30in. or 36in. square; 24in., 30in., 36in. or 42in. dia. round; 30in. x 24in., 30in. x 48in. rectangular
- Available in a variety of colors to coordinate with supports.
- For more information about Avonite Formstone, visit www.avonite.com.

Steelhead

- Solid insert is 14-gauge steel; perforated insert is 12-gauge steel; set in a 1-1/2in. o.d. diameter frame reinforced with steel channels beneath the top
- 36in., or 42in. diameter

Catena

- 14-gauge steel with rolled edge, reinforced with steel channels beneath top
- 30in., 36in. or 42in. diameter

Fiberglass

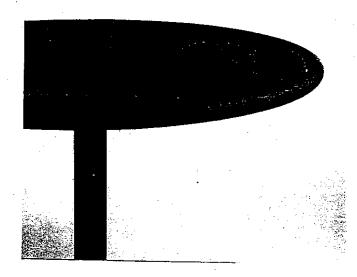
- Smooth-rolled, reinforced fiberglass laminate
- 30in. or 36in. Square: 24in., 30in., 36in. or 42in. dia. Round
- Orthophthalic polyster gel coat is molded into every exposed surface; color resists fading, won't
- Available in a variety of colors to coordinate with supports, including two granite finishes
- Refer to our Care and Maintenance sheet for cleaning details

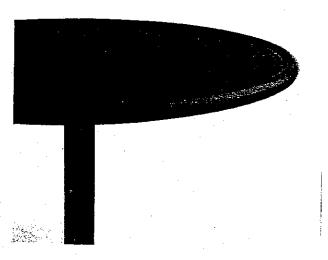
To Specify: Select Landscape Forms Tables

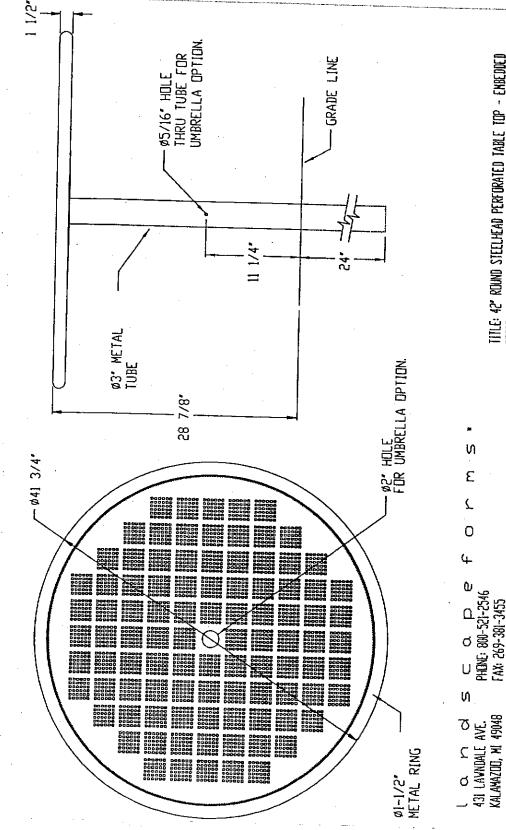
Choose

- Table top: Mameaux, Fiberglass, Catena, Steelhead with solid or perforated insert
- Table top dimension
- Table top powdercoat color for Steelhead or Catena, Avonite Formstone color for Mameaux, or fiberglass color and finish
- With or without umbrella hole (when umbrella is specified with 24in, and 30in, table top, support must be embedded or surface mounted to safely anchor table.)
- Support style: single embedded or surface mount, quad surface or freestanding, Catena surface mount or freestanding
- Powdercoat color for support

C Landscape Forms copyright, 2001







TITLE: 42' ROUND STEELHEAD PERFORATED TABLE TOP - EMBEDDED DESIGNE STEEL HEAD PATENT:
PATENT:
FILE: SH4221
DATE: 1-18-01
AUTHOR: DLM

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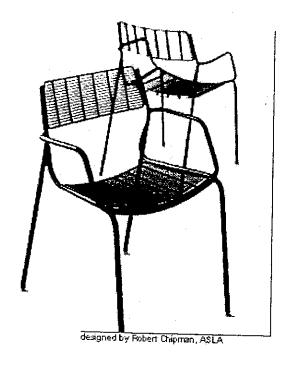
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verona"

features

- > weighty to stay put, durable to thrive in active environments
- > easy to stack, move, store
- > more details

perforated or grid metal seat stackable optional arms variety of colors



More Details

- Exterior or interior use
- Stackable
- Frame is 3/4in, tubular steel.
- Metal grid or perforated metal seat
- With or without amprests
- Coordinating tables and umbrellas
- Metal parts finished with Panguard II® powdercoat available in standard colors
- Optional powdercoat colors available for an upcharge

Dimensions

25in. d x 31in. h; seat height 17in.

To Specify: Select Verona Chair

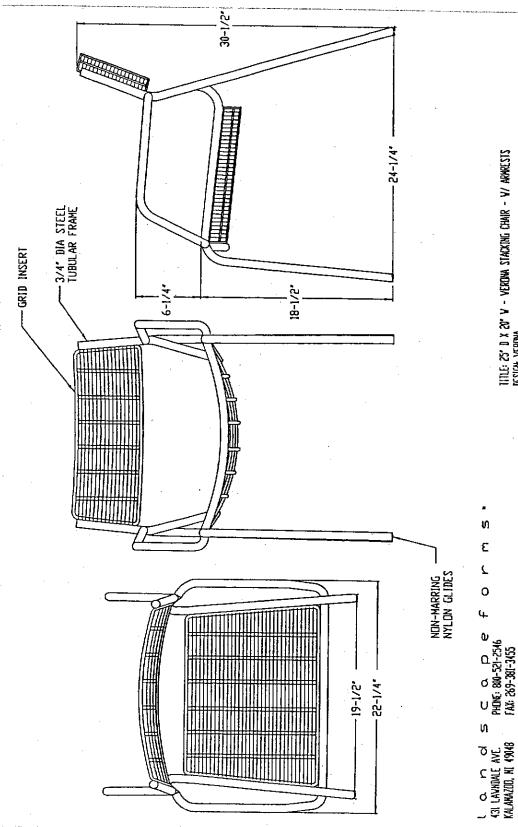
Choose

- With or without armrests
- Metal grid or perforated metal seat
- Powdercoat color.

⊕ Landscape Forms copyright, 2003







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features

- > single-piece stainless steel pole won't snap in high winds
- > sturdy extruded aluminum frame
- > shaped stainless steel set pin makes opening and closing a breeze
- > Sunbrella ® marine-grade fabric is resistant to fading and mildewing
- > more details



8ft. diameter Sunbrella ® marine grade fabric plain or valanced edge 3 standard fabric colors may be silkscreened aluminum frame stainless steel pole/hardware use with table or stand may be used with freestanding tables

powdercoated frame/pole variety of colors



Best of NeoCon & ADEX Platinum Awards

U.S. Patent No. D410.142

More Details

- Sturdy extruded aluminum frame joined by stainless steel pins at pivot points
- Single-piece pole
- Nylon-lined center hub for ease of opening; closing
- Stainless steel pin locks hub into place, yet easy to release for closing
- 8' octagonal cover is lock-stitched with double seams for durability
- Sunbrella ® marine-grade fabric cover, 100% solution-dyed fiber treated for a high degree of fade-resistance; mildew proof; meets California Technical Bulletin #117 Section E (CS-191-53). Offered in 3 standard colors, other Sunbrella @ marine-grade tabric colors may be specified for an upcharge. To view other Sunbrella fabric colors, visit www.sunbrella.com. For assistance in choosing appropriate marine-grade optional colors please contact our sales/service team at 800-430-6209 or the Landscape Forms Sales Office in your area
- For Sunbrella® fabric care information refer to our Care and Maintenance sheet. For more information regarding care of Sunbrella® fabric, go to www.sunbrella.com/usa/questions.html then click on "Cleaning Instructions"
- Valance accepts silk-screening; supply camera-ready artwork
- We recommend lowering Equinox at night and in windy conditions
- Metal parts finished with Panguard IMB powdercoat available in standard colors
- Optional powdercoat colors available for an upcharge
- Coordinating tables, chairs, Carousel tables and receptacles

Dimensions

96in. h x 97in. dia.

To Specify: Select Equinox Umbrella

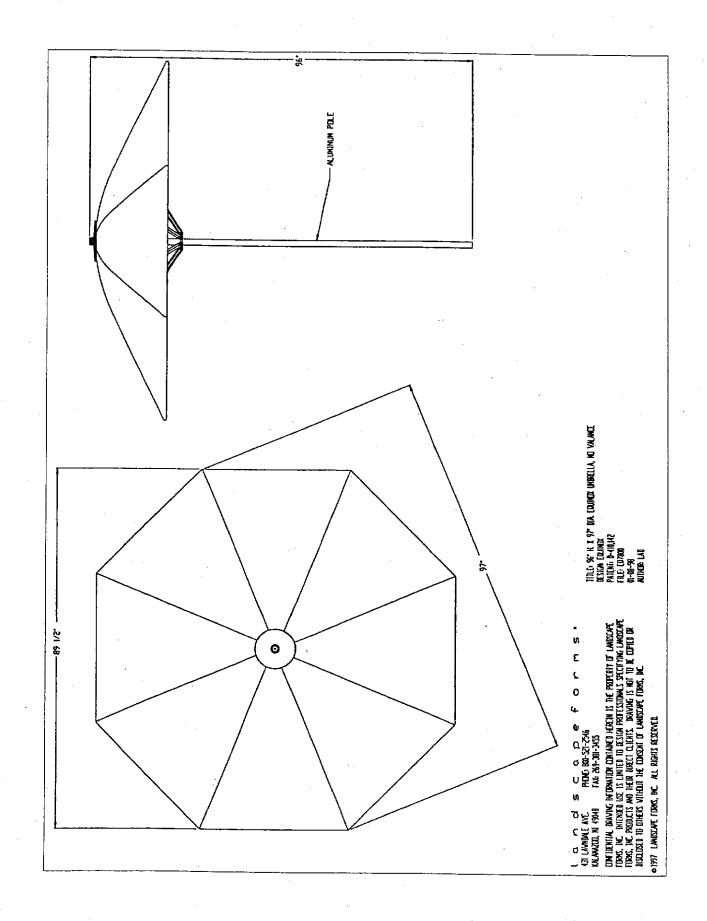
Choose

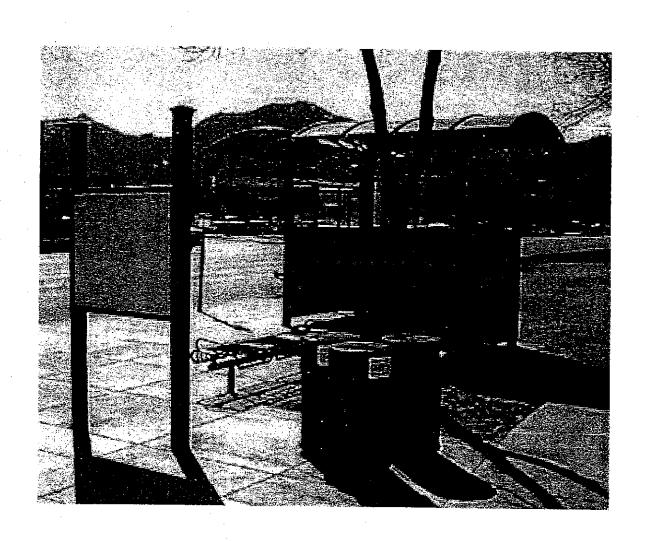
Powdercoat color for frame/pole

- Plain or valanced-edge cover Fabric color
- Camera-ready artwork for silk screening if applicable

C Landscape Forms copyright, 2001







RECYCLING

RECYCLABLE

CANS

RECYCLABLE ALUMINUM CANS ONLY

RECYCLABLE

PAPER ONLY C

RECYCLABLE PAPER

COLORED

GLASS CLEAR

GLASS

ONLY

ONLY

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belz-1hl

DROP OFF RECYCLABLES ALUMINUM CANS ONLY

GLASS ONLY

HERE

RECYCLABLE PLASTIC ONLY 13

PLEASE PLACE WASTE IN APPROPRIATE CONTAINER FOR RECYCLING PUMPOSES

RECYCLABLE C

BOTTLES ONLY

11/2 x 1/2

REUSE

REDUCE

RECYCLE

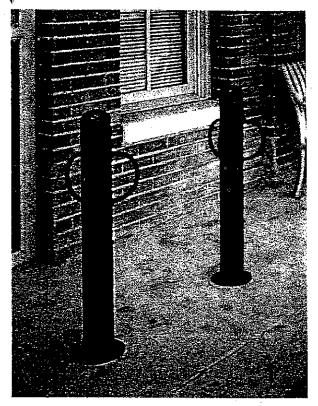
ALUMINUM SIGNS,

BK1657 PG0699 RECYCLABLE WASTE ONLY 13

RB4-03-SM-MF (RAVEN)

BIKE BOLLARD™ POST

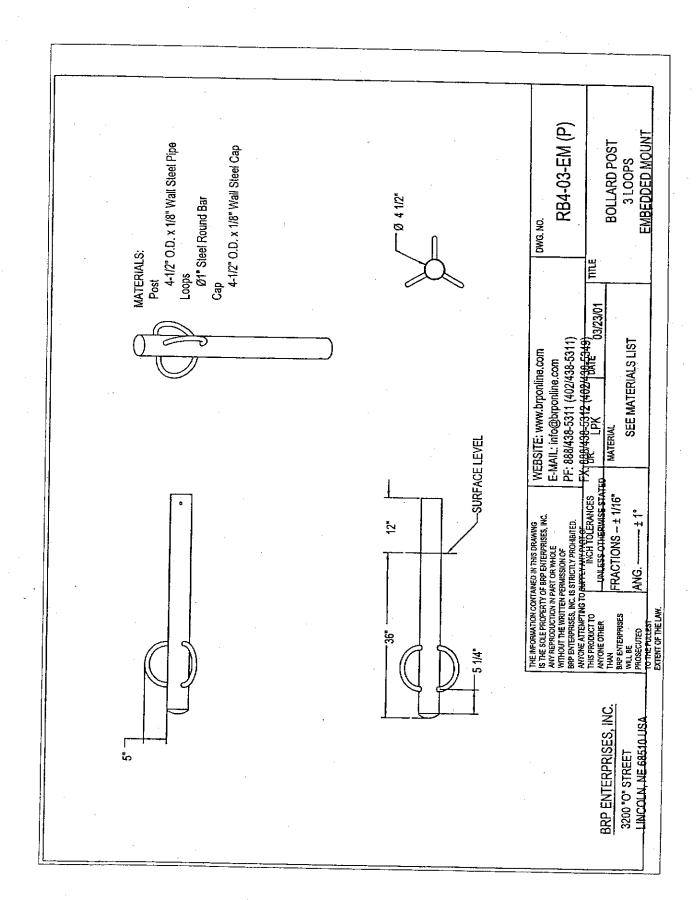
- · Bike loops enable space efficient dual functionality
 - · Welded dome cap and bike loops
 - Optional base plate cover available
 - Removable mounting with hole cover





888.438.5311 E.O www.brponline.com





SEATING cont. MATERIALS

Seat Slats

• 1/4" x 1~1/2" flat steel bar

Support Tubes

- Ø 1.33" x 0.133" wall steel pipe

Support Brace

• 1/4" x 1/2" flat steel bar

Steel Bar Ends & Armrest

• 1" square steel bar

Cast Iron Ends

ASTM A536 Ductile Iron 60~40~18

Steel Pipe Ends/Supports

• Ø 2-3/8" x 0.154" wall steel pipe

* Chairs contain lighter gauge material to reduce weight

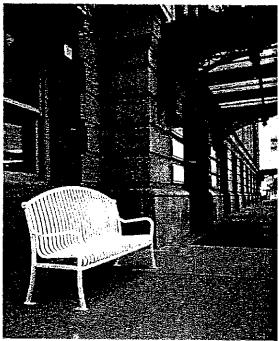


MC110-96-MF {RAVEN} >





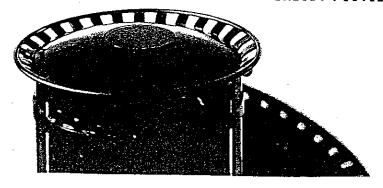
MC404-AT-SM-MF {RAVEN} 30 GALLON CAPACITY



MC103-72-MF {GLACIER}

MC402-ST-PF (RAVEN) (CUSTOM DOMED LID WITH SPRING LOADED ACCESS)

BK1657 PG0702

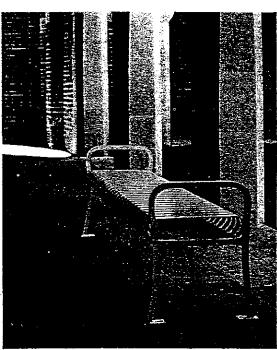


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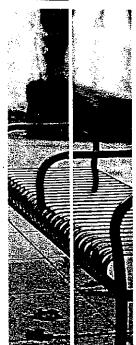


MC102-72-MF (EGGSHELL)



CHAIR*MC301-MF {RAVEN} TABLE*MC201-FM-MF {RAVEN}















- Steel top, round or square
- Choice of embedded, freestanding or surface mount
- Optional carousel units with attached chairs available

MATERIALS -

Table Top

• 0.134" flat steel plate

Support Post

• Ø 2~3/8" x 0.154" wall steel pipe





Corporate & Auto Logo Flags Real Estate Pennants & Poles Attention Streamers & Pennants Advertising Display Banners Attention F U.S. Flags & Sels Military/Civilian Service Flags State, City & Territory Flags World Flags Specialty Flags & Sets Flagsoles, Statut & B

Flagpoles, Stands & Accessories

Ground Set Flagpoles Fiberglass Ground Set Flagpoles Telescoping Flagpoles Wall Mounted Flagpoles Indoor Fla

Architectural Series

Roll cursor over letters for description

External Halyard Ground Set Cone Tapered Aluminum Flagpoles

Standard Accessories:

- Gold anodized aluminum ball omament
- Cast aluminum revolving truck with pulley
- Solid braided polypropylene halyard
- Swivel flag snaps with vinyl snap covers
- Cast aluminum cleat with mounting screws
- Spun aluminum flash collar
- Galvanized steel foundation sleeve

Specifications

						Unflagged	Wind Speed	· FI	agger
Model	Exposed Height	Overall Length	Butt Diameter	Top Diameter	Wall	Constant	w/Gust Factor	Flag Size	Cı
EC20	20'	23'	5"	3"	.188	242 mah		-	
EC25	25'	27'	5 1/2°	_		243 mph	315 mph	3' x 5'	15
EC30	30'			3 1/2"	.188	193 mph	250 mph	4' × 6'	12
		33'	6"	3 1/2"	.188	163 mph	211 mph	5' x 8'	10
EC35	35'	38 1/2	7*	3 1/2"	.188	156 mph	•		
EC40	40'	44'	8"	3 1/2"		· ·	202 mph	6' x 10'	10
EC45	45'	-	-	=	.188	150 mph	195 mph	8' x 12'	91
	-	49' .	8"	3 1/2"	.188	119 mph	154 mph	8' x 12'	8:
EC50	50'	55'	10*	4*	188	140 mph	•		
EC60	60'	66'	12"	4*	-	· ·	182 mph	10' x 15'	9(
ÉC70	70'				.250	148 mph	192 mph	12' x 18'	10
		77'	12"	4"	.250	111 mph	144 mph .	15' x 25'	8.
EC80	80'	88'	12"	4"	.375	•	~		_
			1.0	•	.07.5	108 mph	140 mph	20' x 30'-	8.

Click Here to see a wind chart for the United States (This chart will aide you in selecting your pole)

Standard Finishes











Satin

Clear

Bronze 311

Bronze 312

Bronze 3

Click here to find out what size flag to buy to fit your flagpole!

Volume discounts are shown in shopping cart.

To order, please call 262.783.4800 ext. 14, and a customer service representative will help you complete your order.

Satin

Model Item#

1-2

3-6

BK1657 PG0704

EÇ20	320113	\$966.00	\$918.00	\$870.00
EC25	320114	\$1,240.00	\$1,178.00	\$1,116.00
EC30	320115	\$1,418.00	\$1,348.00	\$1,278.00
EC35	-320116	\$1,880.00	\$1,786.00	\$1,692.00
EC40	320117	\$2,552.00	\$2,426.00	\$2,298.00
EC45	320118	\$2,836.00	\$2,696.00	\$2,554.00
EC50	320119	\$3,866.00	\$3,692.00	\$3,498.00
EC60	320120	\$7,456.00	\$7,084.00	\$6,712.00
EC70	320121	\$8,400.00	\$7,980.00	\$7,560.00
EC80	320122	\$10,806.00	\$10,266.00	\$9.726.00

To order, please call 262.783.4800 ext. 14, and a customer service representative will help you complete your order.

Clear Anodized

Model	item #	1-2	3-6	7+
EC20	320123	\$1,092.00	\$1,038.00	\$984.00
EC25	320124	\$1,398.00	\$1,330.00	\$1,260.00
EC30	320125	\$1,608.00	\$1,528.00	\$1,448.00
EC35	320126	\$2,132.00	\$2,026.00	\$1,920.00
EC40	320127	\$2,868.00	\$2,726.00	\$2,582.00
EC45	320128	\$3,182.00	\$3,024.00	\$2,864.00
EC50	320129	\$4,452.00	\$4,230.00	\$4,008.00
EC60	320130	\$8,128.00	\$7,722.00	\$7,316.00
EC70	320131	\$9,178.00	\$8,720.00	\$8,262.00
EC80	320132	\$11,688.00	\$11,104.00	\$10.520.00

To order, please call 262.783.4800 ext. 14, and a customer service representative will help you complete your order.

Bronze Anodized

Model	Item #	1-2	3-6	7+
EC20	320133	\$1,124.00	\$1,068.00	\$1,012.00
EC25	320134	\$1,428.00	\$1,358.00	\$1,286.00
EC30	320135	\$1,650.00	\$1,568.00	\$1,486.00
EC35	320136	\$2,196.00	\$2,088.00	\$1,978.00
EC40	320137	\$2,952.00	\$2,806.00	\$2,658.00
EC45	320138	\$3,276.00	\$3,114.00	\$2,950.00
EC50	320139	\$4,590.00	\$4,362.00	\$4,132.00
EC60	320140	\$8,316.00	\$7,902.00	\$7,486.00
EC70	320141	\$9,398.00	\$8,930.00	\$8,460.00
EC80	320142	\$11,940.00	\$11,344.00	\$10,746.00

To order, please call 262.783.4800 ext. 14, and a customer service representative will help you complete your order.