

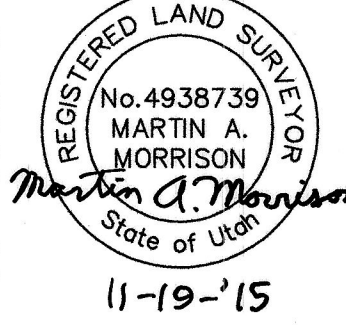
LINE	BEARING	DISTANCE
L1	N 03°58'49\"	0.06
L2	N 12°31'12\"	26.62
L3	S 00°00'06\"	27.91
L4	S 74°26'14\"	20.00
L5	N 74°26'14\"	24.00
L6	NORTH	16.94

CURVE	RADIUS	LENGTH	DELTA
C1	175.00	48.22	15°47'16\"
C2	175.00	19.97	06°32'18\"

NOTES:

- The tract of land that is described in, subdivided by, and platted pursuant to this Resort Core Development Area-RC22 Subdivision Plat ("Plat") is referred to herein as the "Platted Land". The Platted Land is situated within a portion of the area constituting and referred to as the "Resort Core" development area ("Resort Core") which is a part of the Canyons Special Planned Area Zoning District ("The Canyons SPA") established pursuant to Summit County Ordinance No. 333A, approved November 15, 1999, as amended, and generally depicted and described in the Amended and Restated Development Agreement for the Canyons Special Planned Area, dated November 15, 1999, and recorded on November 24, 1999, as Entry No. 553911, in Book 1237, beginning at Page 405, in the official records of the Summit County, Utah Recorder ("Official Records"), together with amendments thereto (as amended, the "SPA Development Agreement"). As used in these Plat Notes, the term "Parcel" shall mean any tract of land shown as part of the Platted Land.
 - This Plat is subject to, among other things, the provisions of: (a) the SPA Development Agreement; and (b) The Canyons Resort Village Management Agreement, dated November 15, 1999, and recorded on December 15, 1999, as Entry No. 555285, in Book 1300, beginning at Page 1, in the Official Records, together with amendments thereto (as amended, the "Management Agreement").
 - Immediately after the recordation of this Plat, fee title to the Platted Land will be retained by and/or transferred to, as applicable, the owner identified in the table set forth in Plat Note below ("Owner"). Immediately after the recordation of this Plat, the following instruments (collectively, referred to as the "Recorded Documents") shall be recorded in the Official Records against the Platted Land: (i) Restrictive Covenants Agreement, dated 2015, and (ii) Access Easement and Road Maintenance Agreement, dated 2015.
 - The Resort Core, including, without limitation, the Platted Land, is subject to the provisions of the SPA Development Agreement and the requirements, restrictions, and limitations imposed therein. In the event the SPA Development Agreement is amended to change the Maximum Building Height, Maximum Gross Building Area, Accommodation Area or Principal Use for any Parcel within the Platted Land, then the corresponding item in the chart below shall be deemed to, and shall, have been amended to be consistent with, and identical to, such amendment. As of the date of recordation of this Plat, the Parcel Reference Number, Owner, and the Maximum Building Height, Maximum Gross Building Area, Accommodation Area and Principal Use established for each Parcel of the Platted Land created by and shown on this Plat pursuant to Summit County Ordinance No. 333A and the SPA Development Agreement, as amended, are assigned as follows:
- | Parcel Ref# | Owner | Maximum Gross Building Area (square feet) and Land Use Designation |
|---------------|-----------------|---|
| "Parcel RC22" | TCFC PropCo LLC | Maximum Building Height = 3-6 Stories
Maximum Gross Building Area = 114,000 square feet
Accommodation Area = 114,000 square feet
Principal Use = Hotel/Lodging Units |
- No specific development projects or improvements with respect to the Platted Land are approved by the recordation of this Plat. Subject to the SPA Development Agreement, all development or use of the Platted Land is subject to all valid and enforceable Summit County Ordinances, including the Snyderville Basin Development Code and any other ordinance or resolution of the Summit County Board of Commissioners. All proposed site plans and subdivision plats for the Platted Land, or any portion thereof, must comply with the SPA Development Agreement, and must be approved by Summit County prior to recordation thereof or commencement of construction of any improvement on such Parcel.
 - Owners and potential buyers of any Parcel within the Platted Land ("Owners") are given notice that they own or are buying property in a resort area (the "Resort") in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and property damage caused by errant skier, snowboarder, mountain bikers and other Resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the Platted Land. Owners and potential buyers of any Parcel within the Platted Land are advised that the operator of the Resort and other parties may engage in avalanche and other safety control procedures; ski trail and bike/hike trail construction and grooming, including nighttime snow cut and snowmobile operations; resort development, construction, and operations, including nighttime skiing, nighttime lift operations, and the operation of 24-hour a day transportation systems; helicopter tours and skiing; 24-hour a day snow making; and development and construction of hotels, condominiums, lodges, and other projects and related infrastructure and improvements. These and other activities may result in impairments of views or privacy, and Owners have no guarantee that their view over and across the Resort will be preserved. Snowmaking activities by the Resort operator may result in artificial snow being directed at or onto the Platted Land and improvements thereon, which may result in damage to such improvements. Owners may experience "overspray" from the Resort snowmaking system and from drainage and water runoff from the Resort, and Owners acknowledge, accept and assume the risks associated with such "overspray" snowmaking activities, drainage and water runoff. Owners may be exposed to lights, noise, special events or other activities resulting from the use, operation, construction, improvements, repair, replacement and maintenance of the Resort and/or the development of property and their respective improvements, land, and facilities, and Owners acknowledge, accept and assume the risks associated with such uses. Such uses may include concerts, festivals, art and other shows and displays, fireworks displays, outdoor markets and other performances and special events. The Resort and its related improvements and facilities, including, without limitation, utilities, may require construction and/or daily maintenance, including grooming, snowmaking, mowing, and irrigation during early morning, evening and late night hours, including, but not limited to, the use of tractors, mowers, blowers, pumps, compressors, utility vehicles and over-the-snow vehicles. Owners and their guests and lessees will be exposed to the noise, light, vibration and other effects of such maintenance and related activities. Owners acknowledge, accept and assume the risks associated with such maintenance activities. The Resort operator may engage in the movement and operation of passenger vehicles (including, without limitation, buses, vans and other vehicles transporting passengers over adjacent streets and over, around and through the Resort, commercial vehicles, and construction vehicles and equipment. Property damage, personal injury or other losses may be caused by avalanches, slides or other movement of snow whether or not human caused, including damage or injury resulting from snow safety / avalanche mitigation programs. By accepting a deed or other interest in any Parcel within the Platted Land, or any portion thereof, each owner or buyer of any Parcel within the Platted Land, or any portion thereof, for himself/herself and his/her guests, invitees, lessees, successors and assigns (a) acknowledges, accepts and assumes the risks associated with the hazards and risks identified in this note and of any damage to property or the value of property, damage to improvements, personal injury or death, or the creation or maintenance of a trespass or nuisance, caused by or arising in connection with any of the hazards identified in this note, or other risks, hazards and dangers associated with the operation of the Resort (collectively, the "Assumed Risks"), and (b) releases, waives, discharges, and covenants not to sue the owner and operator of the Resort and each of their respective officers, directors, partners, shareholders, members, affiliates, employees, contractors, consultants, agents, successors or assigns, for any damages, losses, costs (including, without limitation, attorneys' fees), claims, demands, suits, judgments, ordinary negligence (but not gross negligence or willful misconduct), or other obligations arising out of or connected in any way with any of the Assumed Risks. This release is intended to be a comprehensive release of liability but is not intended to assert defenses which are prohibited by law. This note is not intended to limit the liability of individual skiers, snowboarders, or other resort users using the Resort.
 - Each Parcel within the Platted Land shall be serviced by such water company or water companies, either public or private, as determined by the Owners of the Parcel of the Platted Land. Each Parcel within the Platted Land will require a separate water agreement with the water provider at the time of development.
 - All exterior lighting is to comply with Summit County Ordinances, including the Snyderville Basin Development Code.
 - Because of potential ground water and soil conditions, a soils engineer should be consulted for all footing and foundation designs.
 - Each Parcel of the Platted Land shall have and be entitled to use any and all of the utility easements depicted and described on this Plat and otherwise granted or created under the Recorded Documents (collectively, the "Utility Easements"), subject to the terms, conditions, and limitations of the instrument granting or creating the specific Utility Easements. All Utility Easements located or to be located within the Platted Land and granted pursuant to this Plat or the Recorded Documents may be relocated in accordance with this Plat or the Recorded Documents or as may be permitted by any other instruments granting any such easements, respectively.

- Combustible Roofing Material - Roofing materials must be non-combustible and approved by the PCFSD. No wood shake roofing material will be permitted.
- Fire Department Access Roads - An all-weather fire department access road is required to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. The all-weather fire department access road is to be maintained at all times during construction. In the event that the all-weather fire department access road is not maintained, the PCFSD reserves the right to stop work until repairs are placed back in service.
- Water Supplies for Fire Protection - Water supplies required for fire protection are to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. In the event that the fire protection water supply is not maintained, the PCFSD reserves the right to stop work until the required water supply for fire protection is placed back in service. Water supplies for fire protection must be clearly identified in a manner to prevent obstruction by parking and/or other obstructions. Each water supply for fire protection must be marked with an approved flag to identify its location during winter conditions.
- Automatic Fire Sprinkler Systems - All dwellings, guest houses, and out-buildings over 750 square feet must be constructed with a fire sprinkler system installed as required and approved by the PCFSD. In some instances, building exteriors will be fire sprinkled depending on the fire hazard rating, types of existing vegetation, fuel break clearing limits, slope degree and orientation or types of building materials being used.



SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold Certificate No. 4938739 as prescribed by the laws of the State of Utah, and that by authority of the owner, this Record Survey map of RESORT CORE DEVELOPMENT AREA-RC22 SUBDIVISION PLAT has been prepared under my direction and that the same has been or will be monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

A parcel of land located in the southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is S 89°59'45" E 705.06 feet and North 79.40 feet from the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on an easement (also known as High Mountain Road), recorded October 25, 2004, as Entry No. 714878; and running thence South 71°08'50" West 88.78 feet; thence South 87°29'00" West 166.99 feet; thence North 04°22'31" West 131.36 feet, thence North 13°05'15" West 84.49 feet; thence North 36°29'52" West 19.87 feet to the easterly boundary of The Vintage on the Strand Phase 1, recorded November 4, 2005, as Entry No. 757426; thence along the easterly boundary of The Vintage on the Strand North 36°29'52" West 53.14 feet; thence North 46°03'44" East 73.30 feet; thence North 35°20'43" West 77.59 feet to the easterly boundary of The Vintage on the Strand Phase 1; thence along said Vintage on the Strand the following two (2) courses: 1) North 03°58'49" East 0.06 feet; thence 2) North 12°31'12" East 26.62 feet to the westerly boundary of said easement (also known as High Mountain Road); thence along said easement the following six (6) courses: thence 1) South 41°05'48" East 74.88 feet to a point on a curve to the left having a radius of 175.00 feet; thence 2) southeasterly along the arc of said curve 48.22 feet through a central angle of 15°47'16"; thence 3) South 56°53'05" East 171.60 feet to a point on a curve to the right having a radius of 175.00 feet, of which the radius point bears South 33°06'55" West; thence 4) along the arc of said curve 173.74 feet through a central angle of 56°52'59"; thence 5) South 00°00'06" East 27.91 feet to a point on a curve to the left having a radius of 175.00 feet, of which the radius point bears North 89°59'45" East; thence 6) along the arc of said curve 19.97 feet through a central angle of 06°32'18" to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that TCFC PropCo LLC, a Delaware limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as Parcel RC22 in the RESORT CORE DEVELOPMENT AREA-RC22 SUBDIVISION PLAT, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

TCFC PropCo LLC, a Delaware limited liability company
By: M. Thomas Jolley
Its: Sole Member
Print Name: M. Thomas Jolley
Title: Authorized Signatory
Date: 11/24/2015

ACKNOWLEDGMENT

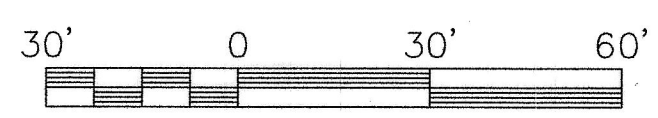
STATE OF UTAH)
COUNTY OF SUMMIT) ss
On the 24th day of November, 2015, personally appeared before me, M. Thomas Jolley, who, being by me duly sworn, did say that he is the CEO of TCFC Finance Co LLC, the sole member of TCFC PropCo LLC, a Delaware limited liability company, and said person acknowledged to me that said company executed the same.
My Commission Expires: 11/13/2016
Residing at: 1840 Sun Peak Blvd

NOTES (continued):

- The recordation of this Plat in the Official Records is not intended to effect a dedication of the High Mountain Road to the public or for any public use, and the dedication thereof, if any, is governed by the Recorded Documents and all other valid and enforceable Summit County Ordinances.
- These Plat Notes run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the Owners with respect to each Parcel of the Platted Land.
- Pursuant to Utah Code Ann. § 54-3-27 this Plat conveys to the owner(s) or operators of utility facilities the 10' wide non-exclusive underground utility easement depicted hereon ("EUE"), along with all the rights and duties described therein.
- Pursuant to Utah Code Ann. § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this Plat and approves this Plat solely for the purpose of confirming that this Plat contains the PUE and approximates the location of the PUE, but does not warrant its precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
 - any recorded easement or right-of-way
 - the law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities or
 - any other provision of law.
- Questar Gas Company ("Questar") approves this Plat solely for the purposes of approximating the location, boundaries, course, and dimensions of its rights-of-way and easements and its existing facilities. This approval shall not be construed to warrant or verify the precise location of such items. The right-of-way and easements are subject to numerous restrictions appearing on the recorded right-of-way and easement grant(s) or by prescription. Questar may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities including prescriptive rights and other rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgment of any terms contained in this Plat, including those set forth in the Owners' Dedication or these Plat Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information, including information related to allowed activities within rights-of-way, please contact Questar's right-of-way department at 1-800-366-8532.
- Summit Water Distribution Company will deliver water to the platted lands pursuant to Summit Water Distribution Company's Articles of Incorporation, Rules and Regulations, Bylaws and other corporate documents, and pursuant to the Development Agreement between Summit Water Distribution Company and the developer.

RESORT CORE DEVELOPMENT AREA - RC22 SUBDIVISION PLAT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36
TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH



QUESTAR GAS COMPANY APPROVED AND ACCEPTED THIS <u>24</u> DAY OF <u>October</u> , 2015. BY: <u>M. Thomas Jolley</u> TITLE: <u>Manager</u>	SUMMIT WATER DISTRIBUTION COMPANY APPROVED AND ACCEPTED THIS <u>30th</u> DAY OF <u>October</u> , 2015. BY: <u>Dan W. Fulk</u> TITLE: <u>SUMMIT WATER DISTRIBUTION COMPANY</u>	THE CANYONS RESORT VILLAGE ASSOCIATION, INC. BY: <u>Brian Madacsi</u> PRINT NAME: <u>BRIAN MADACSI</u> TITLE: <u>EXECUTIVE DIRECTOR</u> DATE: <u>11/24/2015</u>	ROCKY MOUNTAIN POWER THE UTILITY EASEMENTS SHOWN HEREON HAVE BEEN APPROVED AND ACCEPTED THIS <u>21st</u> DAY OF <u>OCTOBER</u> , 2015. BY: <u>R Duane Houston</u> BY ROCKY MOUNTAIN POWER, A DIVISION OF PACIFICORP., AUTHORIZED AGENT	PARK CITY FIRE SERVICE DISTRICT THIS PLAT HAS BEEN REVIEWED AND APPROVED BY THE PARK CITY FIRE SERVICE DISTRICT AND ACCEPTED THIS <u>21st</u> DAY OF <u>OCTOBER</u> , 2015 BY: <u>Sgt. A. Adams</u> PARK CITY FIRE SERVICE DISTRICT	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS <u>7th</u> DAY OF <u>December</u> , 2015 BY: <u>B.D.L.</u> S.B.W.R.D.
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S.B.S.R.D. APPROVED AND ACCEPTED THIS <u>29th</u> DAY OF <u>October</u> , 2015. BY: <u>Dana Jordan</u> AUTHORIZED REPRESENTATIVE	COUNTY ASSESSOR REVIEWED AND ACCEPTED BY THE SUMMIT COUNTY ASSESSOR THIS <u>2nd</u> DAY OF <u>November</u> , 2015 BY: <u>Anna Lee Pugh</u> COUNTY ASSESSOR, Chief Deputy	COUNTY MANAGER APPROVAL PRESENTED TO THE SUMMIT COUNTY MANAGER THIS <u>10th</u> DAY OF <u>DECEMBER</u> , 2015 AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED. ON BEHALF OF THE SUMMIT COUNTY COUNCIL BY: <u>Tom Pugh</u> SUMMIT COUNTY MANAGER	COUNTY ENGINEER I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. <u>12-22-15</u> DATE <u>Tom Pugh</u> SUMMIT COUNTY ENGINEER	COUNTY PLANNING COMMISSION APPROVED AND ACCEPTED BY SNYDERVILLE BASIN PLANNING COMMISSION THIS <u>11/3/15</u> DAY OF <u>November</u> , 2015 BY: <u>[Signature]</u> COMMISSION CHAIRMAN	APPROVAL AS TO FORM APPROVED AS TO FORM THIS <u>5th</u> DAY OF <u>January</u> , 2016 BY: <u>[Signature]</u> SUMMIT COUNTY ATTORNEY	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF <u>COALITION TITLE</u> DATE <u>3/10/2016</u> TIME <u>2:32 PM</u> ENTRY NO. <u>1040743</u> FEE: <u>\$51.00</u> <u>Shirley Ann Davis Deputy</u> RECORDER
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