

When recorded return to:  
Snyderville Basin Water Reclamation District  
2800 Homestead Road, Park City, Utah 84098

00797766 Bk01832 Pg00729-00741

ALAN SPRIGGS, SUMMIT CO RECORDER  
2006 NOV 29 10:16 AM FEE \$ .00 BY GGB  
REQUEST: SNYDERVILLE BASIN SID

**GRANT OF EASEMENT  
FOR CONSTRUCTION AND MAINTENANCE OF WASTEWATER COLLECTION AND  
TRANSPORTATION PIPELINE(S)**

DuVal Development Partners I, LLC, a Delaware limited liability company as to Parcel F3-B (FRSTW-F3-B); and Park West Associates, LLC, a Utah limited liability company as to Parcel F6 (FRSTW-F6); and The Canyons Resort Village Association, Inc., as to Golf Course Parcel "A" (FRSTW-A), Grantor, does hereby convey and warrant to the Snyderville Basin Water Reclamation District, a special District of the state of Utah, (the District) Grantee, of Summit County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a permanent non-exclusive easement and non-exclusive right-of-way for the purpose of constructing, operating and maintaining one or more underground pipelines in the easement granted herein for the collection and transportation of wastewater as permitted by the District in the exclusive discretion of the District, over, across, through and under the premises of the Grantor situated in Summit County, Utah which are more specifically described as follows:

20' SBWRD EASEMENT DESCRIPTION:

A (20) twenty foot wide access and sewer easement in favor of Snyderville Basin Water Reclamation District and beginning at a point on the lot line between Frostwood Parcel F6 and Golf Course Parcel "A", said point lying East 199.17 feet and North 718.84 feet from the West Quarter Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; said point being a point of tangency on the westerly right-of-way of Cooper Lane and also lying on the boundary line between Parcel F6 and Golf Course Parcel "A"; thence South 13°02'14" West 5.00 feet; thence North 76°57'46" West 113.29 feet; thence South 46°58'43" West 284.06 feet; thence North 48°26'40" West 20.09 feet; thence North 46°58'43" East 278.53 feet; thence North 13°02'14" East 15.00 feet; thence South 76°57'46" East 134.03 feet; thence South 13°02'14" West 15.00 feet to the point of beginning.

Contains 8254.60 square feet or 0.189 acres more or less for the SBWRD 20' wide easement.

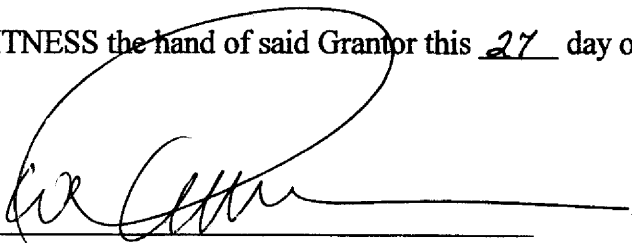
Also granting to the Snyderville Basin Water Reclamation District a perpetual right of ingress and egress to and from on said access and sewer easement and with the right to operate, maintain, repair, replace, augment and/or remove the pipelines deemed necessary by the District for the collection and transportation of wastewater; also the right to trim, clear or remove, at any time from said access and sewer easement any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgment of the Grantee may endanger the safety of or interfere with the operation of Grantee's facilities. The Grantor and its successors in interest hereby forever relinquish the right to construct any improvement which would interfere with the operation, replacement or repair of the pipelines constructed and maintained under the provisions of this

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easement and covenant and agree that no improvement, trees or structures will be constructed over the surface of the easement granted herein, without the express written consent in advance of the Grantee, which would interfere with the right of the Grantee to operate, maintain, repair or replace the sewer pipeline constructed by or for the Grantee.

The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless, the Grantor, its heirs and successors against any and all liability caused by the acts of the Grantee, its contractors or agents, during the construction, operation or maintenance of the sewer pipeline provided for in this easement; the Grantor's right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantees right to defend any claim against the Grantor which would cause a claim of indemnification against the Grantor. This provision shall not be interpreted or construed to waive the rights of the Grantee to the affirmative defenses to claims provided under the Utah Governmental Immunity Act.

WITNESS the hand of said Grantor this 27 day of October, 2006.



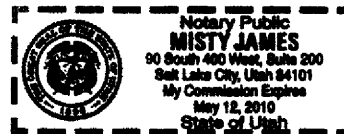
Walter J. Plumb, III  
Park West Associates, a Utah limited liability company  
Managing Member

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On the 27 day of October, 2006, personally appeared before me Walter J. Plumb, III the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

May 12, 2010  
My Commission Expires

  
NOTARY PUBLIC  
RESIDING AT:



WITNESS the hand of said Grantor this 7<sup>th</sup> day of November, 2006.

*[Handwritten Signature]*

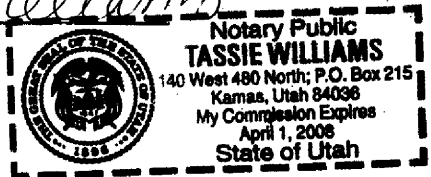
DuVal Development Partners I, a Delaware Limited Liability Company  
By: DuVal Development Partners I Holdings, LLC a Delaware Limited Liability Company and its sole member and manager  
By: Dakota Mountain Lodge LLC, a Utah Limited Liability Company, Member and Manager  
By: Lee Hindin, Its Authorized Person

STATE OF UTAH )  
COUNTY OF SUMMIT )

On the 7<sup>th</sup> day of November, 2006, personally appeared before me Lee Hindin the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

4-1-08  
My Commission Expires

*[Handwritten Signature: Tassie Williams]*  
NOTARY PUBLIC  
RESIDING AT:



WITNESS the hand of said Grantor this 7 day of NOVEMBER, 2006.

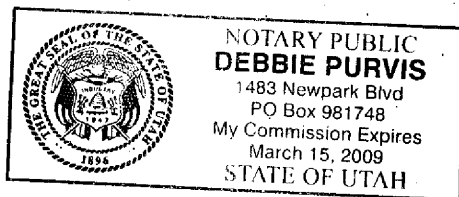
*[Handwritten Signature: JoAnne A. Nadalin]*  
By: JOANNE A. NADALIN

STATE OF UTAH )  
COUNTY OF SUMMIT )

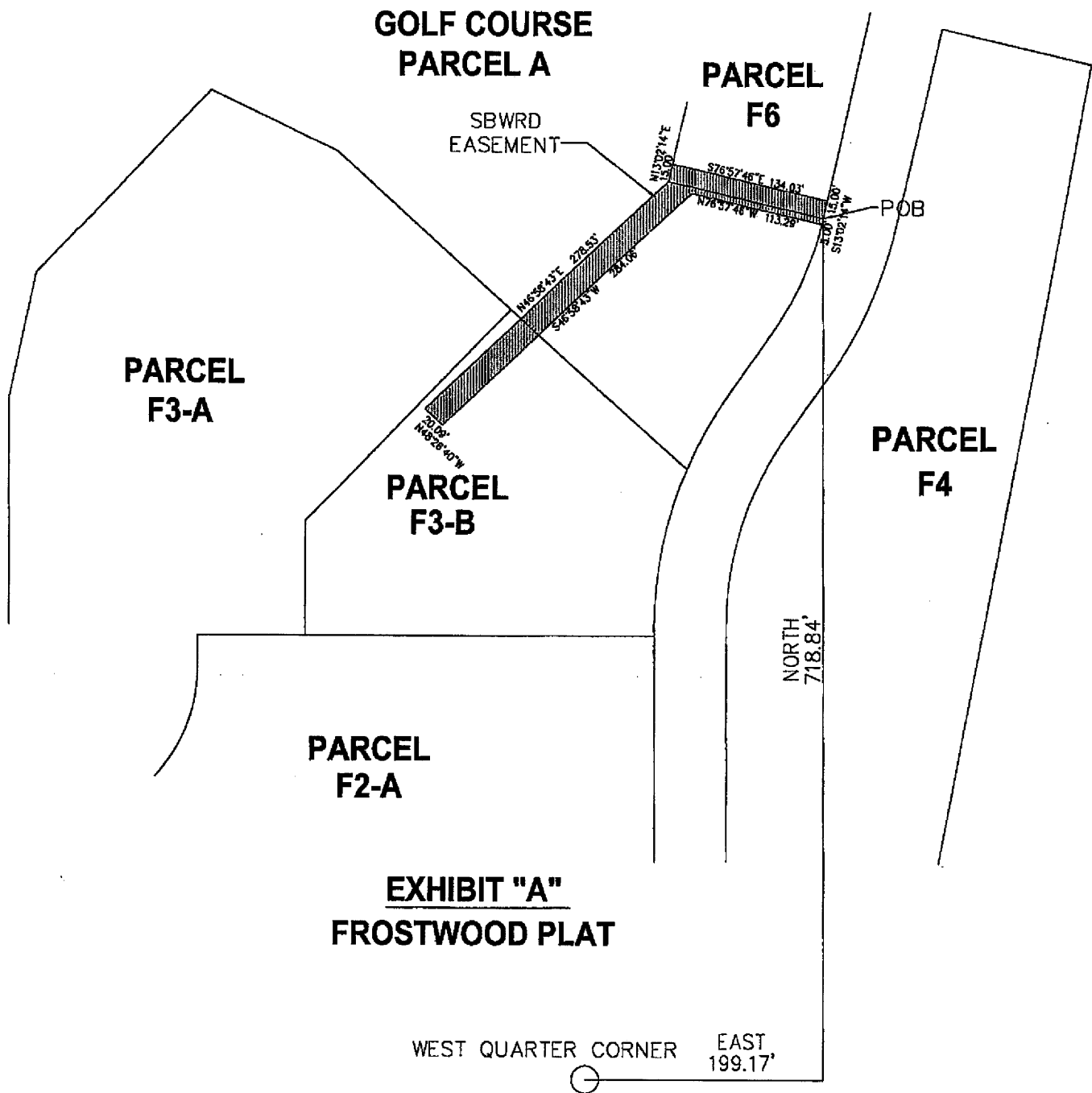
On the 7 day of November, 2006, personally appeared before me JoAnne A. Nadalin the signor of the foregoing instrument, who did personally acknowledge to me that the foregoing easement was executed by the Grantor.

3-15-09  
My Commission Expires

*[Handwritten Signature: Debbie Purvis]*  
NOTARY PUBLIC  
RESIDING AT: Summit County



BK1832 PG0731



**EXHIBIT "A"**  
**FROSTWOOD PLAT**

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**MISCELLANEOUS REPORT**

prepared by



**COMPANY OF UTAH**

**1760 PROSPECTOR AVENUE, PARK CITY, UT 84060**

**File No.SU23605TO**

**Prepared For:**

**Ballard, Spahr, Andrews & Ingersoll  
One Utah Center Suite 600 201 Main Street  
Salt Lake City, UT, 84111  
Phone No. 801-531-3000  
Fax No. 801-531-3001**

**ATTENTION: Mark Durrant**

IN WITNESS WHEREOF the said Company has caused these presents to be signed by its duly authorized officer on October 13, 2006 at 8:00 a.m.

**US TITLE OF UTAH**

BY: \_\_\_\_\_  
**AUTHORIZED SIGNATORY**

PLEASE DIRECT ANY INQUIRIES RELATIVE TO THE CONTENTS OF THIS MISCELLANEOUS REPORT TO:  
TITLE OFFICER: Kathie Johnston at 435-615-1148.

**BK1832 PG0733**

ORDER NO. SU23605TO

SCHEDULE A

A. The estate or interest in the land described or referred to in this report and covered herein is fee and simple and title thereto is, at the effective date hereof, vested in:

**The Canyons Resort Village Management Association, a Utah nonprofit corporation, as to Golf Course Parcel A; DuVal Development Partners I, LLC, a Delaware limited liability company as to Parcel F3-B; and Park West Associates, L.L.C., a Utah limited liability company as to Parcel F6**

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**SCHEDULE B**

**EXCEPTIONS**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or thereafter furnished, imposed by law and not shown by the public records.

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7. General property taxes for the year 2006 now due and payable, but will not become delinquent until November 30. Tax ID No. FRSTW-A; FRSTW-F3-B and FRSTW-F6. Taxes have been assessed in the amount of \$2,179.04 as to Golf Course Parcel A; \$3,364.25 as to Parcel F3-B; and \$63.28 as to Parcel F6.
8. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.

(Continued)

SCHEDULE B - Section 2  
Exceptions

9. The property described herein is located within the boundaries of Snyderville Basin Water Reclamation District, and is subject to any and all charges and assessments thereof.
10. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
11. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
12. The property described herein is located within the bounds of Summit County Special Service District No. 7 and is subject to the charges as assessments thereof.
13. The property described herein is located within the bounds of Kimball Area Transportation Special Service District and is subject to the charges and assessments thereof.
14. Reservations contained in that certain Warranty Deed executed by the Union Pacific Railroad Company, and recorded March 31, 1897 as Entry No. none shown in Book 1 of Patents at Page 32, of Official Records, said reservations being set forth as follows:

"Excepting and reserving to the Union Pacific Railroad Company, its successors and/or assigns:

First: All coal and other minerals within or underlying said lands

Second: The exclusive right to prospect in and upon said land for coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all coal and other minerals which may be found by anyone.

Third: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such coal and other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operations of such prospect places, mines and for roads and approaches thereto or for removal therefrom of coal, mineral, machinery or other material.

Fourth: The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any changes in the form of construction of method of operation of said railroad."

(Continued)



SCHEDULE B - Section 2  
Exceptions

15. Reservations contained in that certain Patent, issued by the United States of America, and recorded May 19, 1897 as Entry No. 5832 in Book I of Miscellaneous Records at Page 533 of Official Records:

"Yet excluding from the transfers by these presents, all mineral lands should any be found to exist in the tract described in the foregoing, but the exclusion and exception, according to the terms of the Statute, shall not be construed to include coal and iron."

16. A Grant of Easement, the exact location of which is not described, for the purpose of constructing and maintaining a culinary water collection, distribution and storage system, and incidental purposes, as granted to S.S.D., Inc., a Utah corporation, in the document recorded May 14, 1979 as Entry No. 155753 in Book M-133 at Page 163 of Official Records.

The interest of S.S.D., Inc., in and to said contract has since been passed to Silver Springs Water Company, Inc., a Utah corporation, as disclosed by that certain Assignment of Easement recorded May 1, 1996 as Entry No. 453386 in Book 961 at page 653 of Official Records.

17. A Notice of Easement Rights, wherein Partnership Investments of Colorado and Park West Water Association give notice of certain easement rights for water collection, transmission and storage; and recorded July 3, 1979 as Entry No. 157302 in Book M-136 at page 348 of Official Records. The exact location of such easements, if any, are not disclosed.

Park West Water Association relinquished all rights under said Notice of Easement Rights in that certain document recorded September 6, 1994 as Entry No. 414241 in Book 834 at page 777 of Official Records.

18. A Notice of Grant of Easement and Right of Way, recorded February 6, 1985, as Entry No. 230308 in Book 330 at page 483 of Official Records; by Frostwood, Limited, pursuant to an unrecorded document dated February 6, 1985 entitled "Grant of Easement and Right of Way". The exact location of any such easement and right of way, if any, is not disclosed.

19. The easements, terms and conditions of that certain Boundary Line Agreement and Grant of Roadway Easements by and between Summit Ranch Joint Venture, a California joint venture and Park West Associates, a Utah general Partnership and Beaver Creek Associates, Ltd., a Utah limited partnership; and recorded August 29, 1996 as Entry No. 461550 in Book 988 at page 707 of Official Records. See said document for full particulars

(Continued)

SCHEDULE B - Section 2  
Exceptions

20. The terms and conditions of that certain Development Agreement for The Canyons Specially Planned Area, by and between Summit County, a political subdivision of the State of Utah and ASC Utah, Inc., American Skiing Company Resort Properties, Inc., Wolf Mountain Resorts, L.C., Iron Mountain Associates, L.L.C., C and M Properties, L.L.C., and Joseph W. Groutage, III; and recorded July 28, 1998 as Entry No. 513500 in Book 1168 at Page 82 of Official Records. See said document for full particulars.

An Ordinance Approving and Adopting the Amended and Restated Development Agreement for The Canyons SPA was recorded November 24, 1999 as Entry No. 553910 in Book 1297 at page 403 of Official Records.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of Official Records.

An Ordinance Approving and Adopting the Amended Land Use and Zoning Chart also known as Exhibit B of the Development Agreement for The Canyons SPA as Amended was recorded January 23, 2003 as Entry No. 645718 in Book 1506 at page 509 of Official Records.

21. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain The Canyons Resort Village Management Agreement recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

First Amendment to the The Canyons Resort Village Management Agreement, recorded December 17, 1999 as Entry No. 555434 in Book 1300 at Page 668 of Official Records.

Second Amendment to the The Canyons Resort Village Management Agreement, recorded January 11, 2000 as Entry No. 556961 in Book 1303 at Page 296 of Official Records.

Third Amendment to the The Canyons Resort Village Management Agreement, recorded January 31, 2000 as Entry No. 558232 in Book 1305 at Page 719 of Official Records.

22. A Water Pipeline Easement, which affects the private roads within Frostwood Master Planned Development, to lay, install, maintain and operate a water pipeline, and incidental purposes, as granted to Mountain Regional Water Special Service District, in the document recorded May 16, 2000 as Entry No. 565527 in Book 1319 at Page 168 of Official Records.

(Continued)

SCHEDULE B - Section 2  
Exceptions

23. All easements, notes and recitals set forth and shown on the recorded plat of Master Planned Development Plat of Frostwood.
24. The limitations, covenants, conditions, restrictions, exceptions, easements, terms and liens contained within that certain Master Declaration of Covenants, Conditions and Restrictions for Frostwood, a Planned Community recorded September 18, 2000 as Entry No. 573073 in Book 1334 at Page 160 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin, to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
- A Partial Assignment of Declarant's Rights, recorded June 29, 2006 as Entry No. 782519 in Book 1800 at page 1484 of Official Records; wherein Park West Associates, LLC, a Utah limited liability company assigns all rights it may have as Declarant under the Master Declaration to DuVal Development Partners I, LLC, a Delaware limited liability company with respect to Lots F-2A and F-3A.
25. The terms and conditions of that certain Development Improvements Agreement for Frostwood, a Planned Community, by and between Summit County, a political subdivision of the State of Utah and Park West Associates, L.L.C., a Utah limited liability company; and recorded October 17, 2000 as Entry No. 575002 in Book 1338 at Page 441 of Official Records. See said document for full particulars.
26. A Deed of Trust by and between The Canyons Resort Village Management Association, a Utah nonprofit corporation as Trustor in favor of Zions First National Bank as Trustee and Zions First National Bank as Beneficiary, to secure an original indebtedness of \$1,500,000.00 and any other amounts or obligations secured thereby, dated January 23, 2004 and recorded January 26, 2004 as Entry No. 687130 in Book 1595 at Page 1594 of Official Records.
27. A Memorandum and Notice of Lien and Security Interest Granted to The Canyons Resort Village Management Association, Inc., Pursuant to The Canyons Resort Village Management Agreement was recorded March 14, 2006 as Entry No. 771415 in Book 1776 at page 1762 of Official Records.
28. A Deed of Trust with Assignment of Rents and Leases, Security Agreement and Fixture Filing by and between DuVal Development Partners I, LLC, a Delaware limited liability company as Trustor in favor of US Title as Trustee and Goldman Sachs Mortgage Company as Beneficiary, to secure an original indebtedness of \$70,000,000.00 and any other amounts or obligations secured thereby, dated June 29, 2006 and recorded June 29, 2006 as Entry No. 782518 in Book 1800 at Page 1441 of Official Records.

\* \* \*

(Continued)

No. SU23605TO

SCHEDULE B - Section 2  
Exceptions

NOTE: The name(s) of Park West Associates, L.L.C. DuVal Development Partners I, LLC The Canyons Resort Village Management, Association have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

BK1832 PG0740

**SCHEDULE C**

**DESCRIPTION**

The land referred to in this report is situated in the County of State of Utah, and is described as follows.

All of Golf Course Parcel A, Parcels F3-B and F6; in The MASTER DEVELOPMENT PLAT OF FROSTWOOD, a planned community, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

The above described property also known by the street address of:  
4195 & 4285 N. Cooper Lane, Park City, UT 84098

Property Identification No. FRSTW-A; FRSTW-F3-B & FRSTW-F6