

**ENTRY NO. 00899057**

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY SUMMIT COUNTY CLERK



SUMMIT COUNTY  
ORDINANCE NO. 691-A

AN ORDINANCE APPROVING AND ADOPTING THE AMENDED AND RESTATED  
SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT REGIONAL TRAILS  
AGREEMENT, EXHIBIT I.2.3, OF THE CANYONS SPA AND DEVELOPMENT  
AGREEMENT AS AMENDED.

PREAMBLE

WHEREAS, the owners and developers of The Canyons Resort and related properties applied for and received from Summit County an approved amendment to The Canyons SPA Zone District through Summit County Ordinance No. 333-A, and, 334-A; and,

WHEREAS, Exhibit I.2.3 pertaining to Class A and Class B trails within the Canyon SPA was approved as part of the Development Agreement.

WHEREAS, The Resort Village Management Association (RVMA) and the Snyderville Basin Special Recreation District (SBSRD) applied for an amendment to the Canyons SPA and Development Agreement as amended, to further clarify the original obligations set forth in the Snyderville Basin Special Recreation District Regional Trails Agreement.

WHEREAS, the Summit County Board of Commissioners finds that it is in the best interest of the community and citizens to allow the amendments to the Trails Agreement to further clarify the obligations and responsibilities of the RVMA and the SBSRD, and further protect the public for continuous use of the public trails system by converting existing trail licenses to permanent easements;

NOW THEREFORE, the County Legislative Body of the County of Summit, the State of Utah, ordains as follows:

Section 1. The Amended and Restated Snyderville Basin Special Recreation District Trails Agreement, Exhibit I.2.3 of the Canyons SPA Development Agreement is amended. This amendment is executed pursuant to the provisions of the Development Agreement.

Section 2. The Amended and Restated Snyderville Basin Special Recreation District Trails Agreement approved under this Ordinance shall apply only to those properties named within Summit County Ordinance No. 333-A and 334-A and its attachments.

Section 3. This Ordinance shall take effect 15 days after passage by the Board of County Commissioners of Summit County and subsequent publication in a newspaper of general circulation in Summit County, Utah.

APPROVED, ADOTED, AND PASSED and ordered published  
by the Summit County Board of Commissioners, this 19 day  
of November, 2008.

BOARD OF COUNTY COMMISSIONERS  
SUMMIT COUNTY, STATE OF UTAH

By: K.E. Woolstenhulme  
Kenneth Woolstenhulme, Chair

Commissioner Woolstenhulme voted:  
Commissioner Elliott voted:  
Commissioner Richer voted:

Aye  
Aye  
Aye

ATTEST:

Kendra Surr  
County Clerk  
Summit County, Utah



APPROVED AS TO FORM:

Helin Grachay  
Deputy County Attorney  
Summit County, Utah

**Amended and Restated Snyderville Basin  
Special Recreation District Regional Trails Agreement**

This Amended and Restated Snyderville Basin Special Recreation District Regional Trails Agreement (this "Amended Agreement") is entered into as of the Effective Date by and among Summit County ("County"); Snyderville Basin Special Recreation District (the "District"); The Canyons Resort Village Association, Inc. (the "RVMA"), one of the master associations established pursuant to the SPA Development Agreement (defined below) for The Canyons Specially Planned Area ("The Canyons SPA"), and The Canyons Golf Holdings, LLC ("Golf Holdings"), a wholly owned entity of RVMA, which owns certain lands to be used for the golf course to be constructed in The Canyons SPA (the "Golf Course") pursuant to the SPA Development Agreement (the RVMA and Golf Holdings and their respective successors in interest being collectively hereinafter referred to as the "RVMA Party" or "RVMA Parties"); Frostwood Master Owners Association, Inc. ("Frostwood Master Association"); each of the following persons and entities executing this Agreement, which are Developers or successors or assigns of Developers (as that term is defined in the Amended and Restated Development Agreement for The Canyons Specially Planned Area, dated November 15, 1999 (together with amendments thereto, the "SPA Development Agreement") (collectively, the "Developers"): ASC Utah, Inc. ("ASCU"), both in its capacity as a Developer and as the current "Mountain Member" as that term is defined in The Canyons Resort Village Management Agreement, dated December 10, 1999, and recorded on December 15, 1999, as Entry No. 555285, in the official records of the Summit County, Utah Recorder; Wolf Mountain Resorts, LC ("Wolf Mountain"); DuVal Development Partners I, LLC ("Duval"); IHC Health Services, Inc. ("Intermountain Healthcare"); Osguthorpe Properties, LLC, ("Osguthorpe"); White Pine Development Corp. ("White Pine"); Municipal Building Authority of Summit County, Utah ("SCMBA"); Pinion Creek, LLC ("Pinion"); Park West Associates, LLC ("Park West"); Morinda Properties-Escala Lodges, LC. ("Escala"); Morinda Partners Weight Parcel, LLC ("Sunrise"); and any RVMA Party solely with respect to RVMA Development Lands, if any. The foregoing parties are hereinafter referred to collectively as the "Parties." The Developers and RVMA Parties are sometimes collectively hereinafter referred to as the "SPA Parties." Capitalized terms used and not otherwise defined in this Amended Agreement shall have the respective meanings given them in the SPA Development Agreement. For purposes of this Agreement, "RVMA Development Lands" shall mean those lands, if any, owned in fee by the RVMA and to which any development density is assigned pursuant to the "Land Use and Zoning Chart" (Exhibit B-1 to the SPA Development Agreement), as amended, upon which any of The Canyons Trails are or may be located.

1. Effective Date of Amended Agreement; Purpose and Approval of Amended Agreement; Scope of RVMA's Obligations.

a. Effective Date. This Amended Agreement shall be effective, and binding upon and enforceable against each of the Parties executing this Amended Agreement, upon, but only upon, the County's recording in the official records of the Summit County, Utah Recorder ("Official Records") of an ordinance or ordinances approving the amendment of the original Trails Agreement as herein provided and otherwise adopting this Amended Agreement (the "Effective Date"). Although one of the Developers, Wolf Mountain Resorts, LC ("Wolf Mountain"), may fail or refuse to execute this Amended Agreement, the Parties executing this Amended Agreement nevertheless agree that it shall be fully effective, and binding upon and enforceable according to its terms against all other Parties, on the Effective Date.

b. Amendment of Original Trails Agreement. The purpose of this Amended Agreement is to amend the provision of the Snyderville Basin Special Recreation District Regional Trails Agreement, dated April 17, 2000 (the "Original Trails Agreement"), which is Exhibit I.2.3 to the SPA Development Agreement, regarding Community Trails in The Canyons SPA as herein provided, and to restate the Original Trails Agreement, as so amended, in its entirety. The Original Trails Agreement was updated and revised pursuant to that certain Letter Agreement, dated August 15, 2001, among the District, ASCU and the RVMA, and each of the undersigned Parties agrees that, as to each of them, this Amended Agreement shall supercede and replace the Original Trails Agreement and such Letter Agreement in their entirety. Each of the undersigned Parties agrees that the execution of or the consent to or approval of this Amended Agreement by Wolf Mountain or its successors or assigns shall not be a condition to the effectiveness or enforceability of the provisions of this Amended Agreement with respect to any undersigned Party.

c. Approval of Amendment. The Original Trails Agreement is included in the Book of Exhibits attached to and incorporated by reference into the SPA Development Agreement, to which the Parties (other than the RVMA Parties) or their predecessors in interest are parties, and the amendment of the Original Trails Agreement is governed by Section 5.13 of the SPA Development Agreement, including Section 5.13.1 pertaining to Substantial Amendments of the SPA Development Agreement as defined therein. Pursuant to the requirements of Section 5.13, County, ASCU, as the Master Developer under the SPA Development Agreement, and the Developers whose properties are the subject of the amendments of the Original Trails Agreement as set forth in this Amended Agreement or whose properties are directly impacted by such amendments, are executing this Amended Agreement to evidence their consent to and approval of the amendment and restatement of the Original Trails Agreement as set forth in this Amended Agreement, including the replacement of Exhibits I.2.1 and I.2.2 to the Original Trails Agreement, with the updated and revised versions thereof referred to in paragraph 2 of this Amended Agreement.

d. Notices, Hearings and Other Requirements. The County has given all notices, prepared or considered all recommendations, conducted all hearings, made all

decisions and otherwise taken all actions required by the SPA Development Agreement for the approval and execution of this Amended Agreement.

e. Statement of Effect. Each of the undersigned Parties agrees as of the Effective Date that except with respect to the Wolf Fee Lands (as defined in paragraph 11 below) and Wolf Mountain's interest in the Wolf Ground Lease Lands (as defined in paragraph 11 below) after the termination of the Wolf Ground Lease (as defined in paragraph 11 below): (i) as contemplated by Section 5.13.3 of the SPA Development Agreement, this Amended Agreement shall amend and replace the Original Trails Agreement in its entirety; and (ii) none of the terms and conditions of the Original Trails Agreement shall remain in force or effect except as so amended and restated by this Amended Agreement. Notwithstanding any refusal or failure of Wolf Mountain to execute this Amended Agreement and subject to the limitations in paragraph 11 below, this Amended Agreement shall be fully effective, binding and enforceable with respect to the Wolf Ground Lease Lands during such time as the Wolf Ground Lease is in effect. After the expiration or earlier termination of the Wolf Ground Lease for any reason, the Original Trails Agreement shall again become fully binding upon and enforceable against the Wolf Ground Lease Lands. Notwithstanding the foregoing provisions of this paragraph or anything else set forth in this Amended Agreement to the contrary, unless and until Wolf executes or joins this Amended Agreement and becomes fully bound by the terms and conditions of this Amended Agreement by executing instruments, in form and substance acceptable to the District, Summit County and the RVMA (the "Joinder Documents"), the Original Trails Agreement shall remain fully binding upon and enforceable against Wolf's interest in the Wolf Ground Lease Lands and the Wolf Fee Lands. This Amended Agreement shall also be binding upon and enforceable against all of the parties to the SPA Development Agreement and their respective successors and assigns whose consent to and execution of this Amended Agreement is not required because their properties are not subject to or are not directly impacted by the amendments to the Original Trails Agreement.

f. Scope of Obligations. Notwithstanding anything set forth in this Amended Agreement to the contrary, the RVMA's obligations under this Agreement are restricted to trails located within those Development Areas of The Canyons SPA under the jurisdiction of the RVMA as established by the SPA Development Agreement (collectively, the "RVMA Development Areas"), which do not include The Colony, Mines Ventures or Silver King Development Areas (collectively, the "Excluded Development Areas").

2. General Description of Trails. The proposed trail system for The Canyons SPA is shown on (1) **Exhibit I.2.1** to the SPA Development Agreement, which generally describes the five (5) major regional, public trail segments passing or intended to pass through The Canyons SPA (collectively, the "Class A Trails"), and (2) **Exhibit I.2.2** to the SPA Development Agreement, which generally describes certain trails intended for public pedestrian access and use within the major Development Areas of The Canyons SPA (collectively, the "Class B Trails"). (The Class A Trails and Class B Trails are sometimes collectively hereinafter referred to as "The Canyons Trails.”)

3. Obligations of the Parties. The Parties hereby agree to the terms, conditions and requirements set forth in this Amended Agreement with respect to (A) the establishment,

location, alignment, use, construction and maintenance of, and access to, such The Canyons Trails, and (B) the granting of easements as herein required for The Canyons Trails; provided, however, that the respective obligations of each of the SPA Parties under this Amended Agreement are limited to the respective property or properties over which they have authority and control (including the obligations of the RVMA which are expressly limited by subparagraph 1.f above).

4. Class A Trails.

a. Identification and Status of Construction of Class A Trails. There are five (5) Class A Trails designated for dedication to the District. The Class A Trails form portions of and provide linkages in the regional trail system. These trails, as depicted on **Exhibit I.2.1**, are as follows:

- i. Millennium Trail;
- ii. Willow Draw Connector Trail, unless reclassified by the District as a Class B Trail;
- iii. Mid-Mountain Trail;
- iv. Great Western Trail (Access); and
- v. Pinebrook Connector Extension Trail.

The Parties acknowledge that the construction of the Mid-Mountain Trail, the Great Western Trail (Access) and the portion of the Pinebrook Connector Extension Trail described and defined as Hunter's Trail in paragraph 4.b.iii. below, has been completed, and that the obligations of the SPA Parties with respect to the construction of such trails have been fully performed or satisfied.

b. Final Location and Alignment of Unconstructed Trails.

i. The final location and alignment of the Millennium Trail, subject to field adjustment as reasonably required during construction, shall be as shown on the following plats, each of which has been approved by the District:

(A) The East Willow Draw Development Area Master Plat attached as **Exhibit I.2.3.A** to this Amended Agreement ("East Willow Draw Plat");

(B) The Lower Village Development Area Master Plat attached as **Exhibit I.2.3.B** to this Amended Agreement ("Lower Village Plat"); and

(C) The First Amended Master Plat of the Frostwood Planned Community, as recorded in the official records of the Summit County, Utah Recorder on December 22, 2006, as Entry No. 799952, a copy of

which is attached as **Exhibit I.2.3.C** to this Amended Agreement (the "Frostwood Plat").

ii. The final location and alignment of the Willow Draw Connector Trail shall be as shown on the following plats, subject to relocation as may be reasonably approved by the District unless reclassified as a Class B Trail, in which event the trail shall be subject to relocation as determined by RVMA, and in any event subject to field adjustment as reasonably determined during construction:

(A) The East Willow Draw Plat; and

(B) The West Willow Draw Development Area Master Plat attached as **Exhibit I.2.3.D** to this Amended Agreement ("West Willow Draw Plat"). The plats referred to in subparagraph (i) and this subparagraph (ii) are collectively referred to as the "Plats."

Due to the proximity of the Willow Draw Connector to The Canyons Golf Course, the District, before or after the Willow Draw Connector is constructed, may reasonably determine that its alignment does not meet the requirements for a Class A Trail and reclassify it as a Class B Trail under this Amended Agreement, (written notice of which determination (the "Reclassification Notice") shall be promptly given by the District to the RVMA Parties, Krofcheck and any undersigned SPA Parties who are parties to any existing District Easement Agreements for the Willow Draw Connector), in which case, effective thirty (30) days after the District's giving of the Reclassification Notice (the "Reclassification Date"):

(A) The Willow Draw Connector shall be deemed a Class B Trail and, as such, subject to the provisions of this Amended Agreement applicable to Class B Trails;

(B) All of the District's rights shall be deemed to have been transferred to the RVMA, and the District shall be deemed to have disclaimed and forever abandoned any interest in or jurisdiction over the trail;

(C) The defined terms "Class A Trails" and "Class B Trails" in this Amended Agreement shall be deemed to be modified accordingly; and

(D) The provisions of paragraphs 4.d. and 7.a. of this Amended Agreement shall no longer apply to the Willow Draw Connector.

The RVMA and District shall execute, deliver and record in the Official Records such documents as may be reasonably requested by either of such Parties to give effect to or document the foregoing. No later than the Reclassification Date:

(E) The necessary SPA Parties, in accordance with the requirements of paragraph 5.b. below, shall execute and record in the

Official Records an RVMA Easement Agreement (defined below) granting an Easement (defined below) to the RVMA for the Willow Draw Connector; and

(F) The District and the necessary SPA Parties shall execute and record in the Official Records all documents reasonably required by the District and the RVMA for the termination of any existing District Easement Agreement for the Willow Draw Connector.

The obligations of any SPA Parties with regard to the construction of the Willow Draw Connector shall be fully satisfied upon the completion of its construction notwithstanding its reclassification, if any, as a Class B Trail.

iii. **Exhibit I.2.1** attached to this Amended Agreement depicts the proposed location of the Pinebrook Connector Extension Trail from the completed section thereof known as Hunter's Trail ("Hunter's Trail") to the Pinebrook area.

c. **Grant of Easements.** The Parties acknowledge that paragraph D. of the Original Trails Agreement required the Developers to provide either perpetual public easements or long term license agreements for Class A Trails, and licenses for some of The Canyons Trails were granted to the District pursuant to the agreements set forth on **Exhibit I.2.3.E** (the "License Agreements"). Notwithstanding the granting of these licenses, the Parties agree that perpetual easements should be granted for each of The Canyons Trails (whether now constructed or to be constructed in the future). Accordingly, concurrently with and as a condition to the recording of the Plats in the Official Records, the SPA Parties, at no cost to the District, hereby agree to grant permanent, non-exclusive easements to the District for the location, construction, use, operation, maintenance, repair and replacement of the segments of Class A Trails in the respective locations (1) as depicted on the Plats, (2) with respect to the Pinebrook Connector Extension Trail, as depicted on **Exhibit I.2.1** to the SPA Development Agreement (3) with respect to the Mid-Mountain Trail, as established in the Mid-Mountain License Agreement and (4) with respect to Hunter's Trail as depicted on the Hunter's Trail License Agreement more particularly described on **Exhibit I.2.3.E** (collectively, the "Easements", as used in this paragraph 4). The Easements shall be granted pursuant to separate written instruments substantially in the form attached hereto as **Exhibit I.2.3.F** or in other form reasonably acceptable to the District, to be executed and delivered by the SPA Parties as appropriate, in recordable form (the "District Easement Agreements"). The License Agreements and the licenses granted therein shall automatically terminate upon the recording of the District Easement Agreements in the Official Records (and the holder of the beneficial rights under the License Agreements shall take all additional actions reasonably necessary to terminate the License Agreement). The Easements shall not be revocable voluntarily or by operation of law or otherwise. The grantor of an Easement for any Class A Trail or any portion thereof shall not have the right to terminate the Easement except (i) in accordance with subparagraph b. above in connection with a reclassification of the Willow Draw Connector as a Class B Trail, which shall not require the prior consent of the County, (ii) with the prior written consent of the District, the County and, with respect to any Class A Trail within the RVMA Development Areas, RVMA; and (iii) upon notice and expiration of an adequate



cure period after default without cure and, in the event of a dispute regarding the default, final adjudication and expiration of the adequate cure period without cure. The County and, with respect to a Class A Trail in a RVMA Development Area, RVMA shall provide prompt written notice to the other Parties of any such termination.

d. Requirements Applicable to All Class A Trails. The following requirements shall apply to all of the Class A Trails:

i. All Class A Trails are subject to and shall be developed in compliance with the Community-Wide Trail System Design and Development Standards of the District (a copy of which is attached hereto as **Exhibit I.2.3.H** (the "Trail Standards"), with the minor exceptions as noted herein.

ii. The District reserves the right to review all "Low Impact Permits" (as defined in the applicable ordinances of Summit County) submitted by the RVMA Parties, ASCU or the owner of the Canyons Golf Course (the "Golf Course Owner") in connection with the construction of the golf course improvements for the purpose of determining compliance with this Amended Agreement.

iii. The District reserves the right to review all development applications submitted by the Developers for the purpose of determining compliance with this Amended Agreement.

iv. Access to and use of the trails, once constructed, will remain uninterrupted to the extent reasonably practicable while golf course and development parcel construction are underway, or alternate routes will be provided at the expense of the Golf Course Owner or Developers, if necessary. Enhanced cautionary or directional signage may be required of the Developers or the Golf Course Owner during periods of construction disturbance.

v. Signage on Class A Trails will be consistent with the District's sign standards for public trails, and proposed signage within RVMA Development Areas shall require the review and approval of the Design Review Committee for compatibility with The Canyons Sign Guidelines.

e. Requirements Applicable to Millennium Trail. In addition to the requirements set forth in subparagraph d. above, the following requirements shall apply to the Millennium Trail:

i. The final details of construction for the Millennium Trail through the Frostwood, East Willow Draw and the Lower Village Development Areas, will be reasonably determined by the District and the RVMA Parties in connection with the preparation of the construction drawings for The Canyons Golf Course, the road designated on the Frostwood Master Plat as "Cooper Lane" ("Cooper Lane"), the roads designated on the Frostwood Master Plat and the East Willow Draw Master Plat as "Frostwood Drive" ("Frostwood Drive"), and the roads designated on the Lower Village Plat as "Lower Village Road" and "Doc's Way"

(“Doc’s Way”) The construction drawings for the Millennium Trail shall be subject to the prior written approval of County. Final details of construction for the Millennium Trail along Cooper Lane shall be determined in cooperation with the Frostwood Master Association.

ii. Any permitting required for any portion of the Millennium Trail to be located in any existing County right of way will be the responsibility of the Developers, the RVMA Parties or the Frostwood Master Association (as to the Frostwood Portion of the Millennium Trail, as defined below), and the Developers, the RVMA Parties or the Frostwood Master Association (as to the Frostwood Portion of the Millennium Trail) will provide the District with a copy of such permits. Where the Millennium Trail crosses Canyons Resort Drive, a pedestrian crossing will be designed and constructed in consultation with the County Engineer for the purpose of providing safe passage to trail users and pedestrians. The cost of designing and constructing the crossing shall be included in the costs of constructing the Millennium Trail to be borne by the Developers and shall be at no cost to the District.

iii. The portion of the Millennium Trail to be constructed within any proposed County right of way shall require the written approval of the County Engineer, which shall include such terms as are reasonably acceptable to the District. The Initiating Party (defined below) responsible for construction of the portions of the Millennium Trail within Lower Village Road or Doc’s Way, as the case may be, and ASCU, which is responsible for the construction of the portion of the Millennium Trail within Frostwood Drive pursuant to the Frostwood Drive Road Construction Obligation Agreement as identified on the East Willow Draw Plat (“Frostwood Drive Construction Obligation Agreement”), shall provide a copy of such approval to the District, no later than the time of final approval of such construction, as the case may be. As used herein, “Initiating Party” has the meaning of such term as defined in each of the Lower Village Cost Sharing Agreement for Basic Infrastructure identified on the Lower Village Plat (“Lower Village Road Cost Sharing Agreement”) or the Lower Village Cost Sharing Agreement (Doc’s Way) identified on the Lower Village Plat (“Doc’s Way Cost Sharing Agreement”).

iv. The portion of the trail located within Lower Village Road right of way as shown on the Lower Village Plat, will be separated from the “back of the curb” of Lower Village Road by at least four (4) feet of soft surface, which may be landscaped with low growing plants and grasses.

v. Any permitting required by the Army Corps of Engineers (“Corps”) will be the responsibility of the Developers or the RVMA Parties; provided that conditions imposing maintenance constraints or construction limitations or prohibitions inconsistent with the terms and conditions of this Agreement shall not be accepted by the Developers or the RVMA Parties without their consultation with and the prior written approval of the District.

vi. Any other reviews and regulatory permits required for the construction of the Millennium Trail within the Lower Village Development Area or East Willow Draw Development Area will be the responsibility of the Developers or the RVMA Parties.

vii. The Summit County Community Development Department ("Development Department") will provide notice to the District for administrative review at the time of Low Impact Permit application submittal in connection with the construction of the golf course improvements, Frostwood Drive, Lower Village Road and Doc's Way.

viii. The Developer or the RVMA Party that engages the contractor constructing the Millennium Trail or any portion thereof will cause the contractor to consult with the District Trails Project Manager and resolve to the reasonable satisfaction of the District Trails Project Manager all in-field changes (field adjustments) to the approved construction plans that affect alignments, construction standards, safety or grade.

ix. The respective portions of the Millennium Trail within the rights-of-way for Lower Village Road and Frostwood Drive will be constructed and completed concurrently with the construction and completion of each such road. The portion of the Millennium Trail within the right-of-way for Doc's Way will be constructed and completed in segments concurrently with the construction and completion of segments of Doc's Way. The portion of the Millennium Trail along Cooper Lane and adjacent to parcels F2C, F3B (east side of Cooper Lane), F4 and F8 shall be constructed in its entirety prior to September 1, 2009. The portions of the Millennium Trail within The Canyons Golf Course and along Cooper Lane adjacent to The Canyons Golf Course will be constructed and completed concurrently with the construction and completion of the golf course.

x. All costs of construction of the Millennium Trail shall be borne and paid as follows:

(A) By the Frostwood Master Association, for those portions of the Millennium Trail to be constructed within the Frostwood Development Area as shown on the First Amended Master Development Plat of Frostwood, A Planned Community, recorded on December 22, 2006, as Entry No. 799952 in the records of the Summit County, Utah Recorder (the "Frostwood Portion of the Millennium Trail").

(B) By ASCU in accordance with the Frostwood Drive Construction Obligation Agreement, for the portion of the Millennium Trail to be constructed within Frostwood Drive as shown on the East Willow Draw Plat.

(C) In accordance with the Lower Village Road Cost Sharing Agreement, for the portion of the Millennium Trail to be constructed within the Lower Village Road as shown on the Lower Village Plat.

(D) In accordance with the Doc's Way Cost Sharing Agreement, for the portion of the Millennium Trail to be constructed within Doc's Way as shown on the Lower Village Plat.

(E) By the Golf Course Owner, for the portions of the Millennium Trail (not otherwise described in subparagraphs (A) through (D) above) to be constructed adjacent to or within The Canyons Golf Course.

f. Requirements Applicable to Willow Draw Connector. In addition to the requirements set forth in subparagraph d. above, the following requirements shall apply to the Willow Draw Connector:

i. The alignment of the Willow Draw Connector trail shall be subject to the following requirements.

(A) Trailhead parking for the Willow Draw Connector will be made available at the parking structure planned in the Lower Village. One access to the Willow Draw Connector trail will be from the trailhead via the Millennium Trail along Frostwood Drive.

(B) From the Millennium trail to Lower Holly's trail, grades will not exceed eight percent (8%) except for short segments, if necessary, in order to accommodate intermediate trail users. Any grade exceeding eight percent (8%) will require the prior written authorization of the District following an on-site field inspection by District representatives.

ii. The construction and timing of construction of the Willow Draw Connector Trail shall be subject to the following requirements:

(A) Any permitting required by the Corps or any other agencies or entities will be the responsibility of the Golf Course Owner, provided that any construction changes required by the Corps in the design of the Willow Draw Connector Trail shall be subject to the prior written approval of the District. The Golf Course Owner will provide the District with copies of all permits and approvals issued by the Corps in connection with the construction of the Willow Draw Connector Trail.

(B) The Development Department will provide notice to the District for administrative review at the time of Low Impact Permit application submittal for golf course improvements.

(C) All construction documents for the Willow Draw Connector shall be subject to the prior approval of the County.

(D) The golf course contractor will consult with the District Trails Project Manager and resolve to the reasonable satisfaction of the District Trails Project Manager all in-field changes (field adjustments) to

approved construction plans that affect alignments, construction standards, safety or grade.

(E) All costs associated with the construction of Class A Trails in the West Willow Draw Development Area are the responsibility of the Golf Course Owner.

(F) The Willow Draw Connector trail will be constructed concurrently with the construction of golf course improvements.

g. Requirements Applicable to Pinebrook Connector Extension Trail. Each of Wolf Mountain and the Mountain Member agree to provide the District with an Easement providing access through property controlled by them from the Mid-Mountain Trail to a future connector to the Pinebrook area as identified on **Exhibit I.2.1**. Each of Wolf Mountain, the Mountain Member and the RVMA agree to cooperate with the District and assist in obtaining rights of way to locate trails outside of The Canyons SPA boundary, and to support the District's efforts if it seeks funds from other sources to complete construction of trails outside The Canyons SPA boundary; provided, however, that such cooperation shall not include an obligation to expend money or pay for such rights-of-way or, in the case of the Mountain Member or the RVMA, to perform any obligation of Wolf Mountain. It is understood that the Pinebrook Connector Extension Trail will cross a section of land outside of the Canyons SPA upon which a conservation easement is held by Utah Open Lands ("UOL"). Paragraph 1 of the UOL conservation easement allows for hiking trails and backpacking, among other uses. The District is responsible for the cost of constructing the segment of the Pinebrook Connector Extension Trail over the area covered by the UOL conservation easement. This segment of the trail will be completed at such time as a connecting link point is identified by the District, and will be contingent upon availability of construction funding and entering into an agreement consistent with the Murdock Peak Preservation Easement Agreement, dated November 12, 1999. Each of Wolf Mountain, the Mountain Member and the RVMA agree to cooperate with the District and support the District's efforts in the acquisition of funding from others to construct trails outside of The Canyons SPA that connect to The Canyons Trails; provided, however, that such cooperation shall not include an obligation to expend money or pay for such rights-of-way or, in the case of the Mountain Member or the RVMA, to perform any obligation of Wolf Mountain.

## 5. Class B Trails.

a. Purposes; Alignment. Class B Trails are designed and intended for pedestrian use in accordance with the RVMA Easement Agreements (defined below) executed and delivered by Developers in accordance with subparagraph b. below (including without limitation pedestrian circulation and access to the major trail network shown on **Exhibit I.2.1**). Subject to the terms and conditions of this Amended Agreement, Class B Trails within RVMA Development Areas shall be under the sole jurisdiction and management of the RVMA. **Exhibit I.2.2** shows the preferred alignment of the Class B Trails on individual Project Sites within the Development Areas, and the final alignment of the Class B Trails will be determined and approved, subject to field adjustment during construction, as a part of the Site Plan review to be conducted by the

Design Review Committee and County for individual Project Sites. All final alignments for such Class B Trails are subject to approval by the RVMA and, with respect to trails that are located within individual Project Sites, by the Project Site Developer. Class B Trails shall be constructed by the Developers on their respective individual Project Sites, and, after construction thereof, maintained and repaired by the RVMA. As a condition of any approval of any individual Project Site by County, the Board of County Commissioners shall require the Project Site Developer and any other necessary persons or entities to grant, in accordance with subparagraph b. below, Easements (as defined in subparagraph b. below) in favor of the RVMA for the Class B Trails or segments thereof located within a Project Site. Each such Easement shall be granted pursuant to an Easement Agreement (as defined in subparagraph b. below) recorded in the office of the Summit County Recorder prior to the issuance of any certificate of occupancy for the Project Site or portion thereof.

b. Easements. Based upon the final alignment of Class B Trails within RVMA Development Areas, Developers (other than RVMA with respect to any RVMA Development Lands) hereby agree to grant, pursuant to separate written instruments to be executed and delivered by the Developers on or after the Effective Date substantially in the form of the easement agreements attached as **Exhibit I.2.3.G.** or such other form as may be acceptable to the RVMA (the "RVMA Easement Agreements"), permanent, non-exclusive easements to the RVMA, at no cost to the RVMA, for the use, maintenance, repair, replacement and operation of each of the Class B Trails (whether now constructed or to be constructed in the future), for passage by pedestrians except as restricted in paragraph 7.b.(ii) below and for such purposes as are permitted in this Amended Agreement and for such other purposes as may be reasonably approved by the RVMA, at such locations within individual Project Sites as are established in accordance with this Amended Agreement. The RVMA Easement Agreements shall provide to the Developers (and their successors and assigns) granting Easements for a Project Site, the right to relocate the Easement at the expense of such Party and upon such terms and conditions as shall be reasonably established by the RVMA. The Easements for the Class B Trails shall not be revocable voluntarily or by operation of law or otherwise. Any grantor of an Easement for any Class B Trail or any portion thereof shall not have the right to terminate the Easement except (i) with the prior written consent of the County and the RVMA, and (ii) upon notice and expiration of an adequate cure period after default without cure and, in the event of a dispute regarding the default, final adjudication and expiration of the adequate cure period without cure. The County and RVMA shall provide prompt written notice to the other Parties of any such termination.

6. Construction Standards. Unless otherwise set forth in this Amended Agreement (or on any exhibit hereto), or unless otherwise approved by the District for Class A Trails, improvements for Class A Trails shall be constructed in compliance with the Trail Standards and according to the applicable schedules set forth in this Amended Agreement. Generally, the construction methods for The Canyons Trails shall be as follows:

a. Millennium Trail – generally a fourteen (14) foot cross-section, consisting of ten (10) feet of asphalt that is two (2) to three (3) inches in depth and four (4) feet of soft surface; provided however, that the surface and width may vary when required for

field adjustments or as otherwise approved by the District. Easement widths will be fifteen (15) feet or twenty (20) feet as shown on the Plats;

b. Willow Draw Connector – typical mountain single-track trail, four (4) feet wide, with a natural surface;

c. Future Pinebrook Connector Extension Trail – typical mountain single-track trail, four (4) feet wide, with a natural surface; and

d. Class B Trails – to be determined by the RVMA on a case-by-case basis, after consultation with the individual Developer(s) upon whose parcel(s) such Class B Trail or portion thereof is to be located.

7. Authorized Uses of Trails.

a. Class A Trails. The following provisions shall apply to the use of Class A Trails.

i. The District shall not charge for the use of public trails. The District shall make the trails available to the public for non-motorized use, without charge, subject to the terms and conditions of this Amended Agreement and rules adopted by the District from time-to-time consistent with the provisions of this Amended Agreement. It is expected that users shall include, but not be limited to, bicyclists, walkers, hikers, runners (and equestrians where appropriate and approved by the District and, with respect to Class B Trails, by the RVMA). The District may, however, assess charges for special event usage of Class A Trails in accordance with its established policies.

ii. Winter use of Class A Trails west of the lower terminal of the Flight of the Canyons will be at the right and discretion of the RVMA (only with respect to Class A Trails within RVMA Development Areas) and the Mountain Member, each of which shall reasonably cooperate with the other regarding such matters. As used in this Amended Agreement, the term “winter” means the period of November 1 through May 15.

iii. The District will have the right to permit public winter access on Class A Trails east of the lower terminal of the Flight of The Canyons.

iv. The Willow Draw Connector shall be available for winter use. The Mountain Member may adopt reasonable rules and post signage to prevent “free” use of ski lifts on account of such public winter use.

v. During non-winter months, all easements will permit the District to field locate, construct, maintain and provide signage along the trails. The Mountain Member may require that signage be removed during the winter if it would present a safety hazard to skiers.

b. Class B Trails. The following provisions shall apply to the use of Class B Trails:

i. The use and operation of Class B Trails, including without limitation, the types and periods of use thereof, will be reasonably determined by the RVMA and shall be subject to such rules and regulations as the RVMA may adopt from time-to-time; provided that such rules and regulations do not conflict with the provisions of this Amended Agreement.

ii. Segments of Class B Trails that connect directly to Class A Trails will be open to the public.

iii. Notwithstanding anything set forth in this Amended Agreement to the contrary, segments of a Class B Trail that directly connect two (2) Class A Trails will at all times be open to the public use as connectors to Class A Trails but Class B Trails in West Willow Draw that only function to connect private development areas to Class A Trails will not be open to the public, except that any portion of the Willow Draw Connector Trail that the District reclassifies pursuant to this Amended Agreement as a Class B Trail shall remain open to public use.

c. All Trails. The following provisions shall apply to the use of all trails located within the Development Areas within the jurisdiction of the RVMA which are governed by this Amended Agreement:

i. Access shall be provided over public trails reasonably designated and regulated by the Mountain Member through The Canyons SPA lands for ingress and egress by back country skiers (i.e., not out-of-bounds resort users).

ii. Nordic skiing shall be operated on appropriate portions of the Golf Course during suitable periods of the winter, either by the operator of The Canyons Golf Course or, if not so operated, the Golf Course Owner may grant to the RVMA or the District the right to conduct Nordic skiing on the Golf Course during the winter. A reasonable fee may be charged by the Nordic skiing operator for such use but any such fee shall be limited to an amount that offsets the cost of maintaining and administering the Nordic skiing program and area. No payments shall be due to any of the Developers who transferred land for the Golf Course by reason of the imposition or collection of such fees.

iii. Hunting, camping, and fires are strictly prohibited.

8. Insurance and Indemnification. The District's general liability insurance shall extend to all Class A Trails, including the Mid-Mountain Connector Trail, with minimum levels of coverage as described on **Exhibit I.2.3.I**. The Developers, the RVMA Parties, and the Golf Course Owner agree to provide insurance coverage relative to potential injuries incurred by others through acts caused by the employees or agents of the Developers, the RVMA Parties or the Golf Course Owner, respectively.

9. Maintenance; Corridor Enhancements.

a. Maintenance of Class A Trails. At its expense, the District shall maintain, repair and replace all Class A Trails or segments thereof that have been constructed (i.e.,



the Mid-Mountain Trail, the Great Western Trail (Access) and Hunter's Trail) or for which the District receives an Easement in accordance with this Amended Agreement; provided however, the District shall have no obligation to repair any damage caused by any Developer(s) or their employees, agents or contractors. The District shall have no duty to maintain any Class A Trail except as provided in the District's Annual Maintenance Plan. If maintenance beyond what is provided in the District's Annual Maintenance Plan is requested by RVMA and the RVMA elects to perform such additional maintenance, the District (and the County after Dedication of any Class A Trail to the County) shall work in cooperation with the RVMA to approve such supplemental maintenance plan.

b. Maintenance of Class B Trails. The RVMA, at its expense, shall maintain and repair all segments of Class B Trails following the construction of such trails on the Project Site(s) by Developers; provided, however, the RVMA shall have no obligation to repair any damage caused by any Developer(s), including their successors in interest, or their employees, agents or contractors.

c. Damage to Trails. All holders of public or private utility easements within the Easements for The Canyons Trails, and all parcel owners whose parcels are subject to Easements (as defined in paragraphs 4 and 5 of this Amended Agreement), shall repair any damage to trails and trails improvements caused by their respective construction, development and maintenance activities and shall restore damaged trail improvements to substantially the same conditions in which they existed immediately prior to any such damage. Each Developer or employee, agent or contractor of a Developer causing damage to a trail shall undertake the repair thereof in accordance with, as applicable, (i) the requirements of Sections 2.5 of the Master Easement Agreement (Lower Village), Master Easement Agreement (East Willow Draw) and Master Easement Agreement (West Willow Draw); (ii) the provisions of Note 11 to the Amended Frostwood Plat; or (iii) the provisions of this section 9.c and shall be subject to all obligations and remedies as provided for therein. Such obligations, rights and remedies or the exercise thereof shall not limit any other rights or remedies of the District or the RVMA.

d. Corridor Enhancement. The Golf Course Owner, at its expense, will construct and maintain trail corridor enhancements necessary for safety, such as fencing along golf course holes, with respect to the Millennium Trail and Willow Draw Connector; provided, however, that the neither RVMA nor the Golf Course Owner shall have any obligation under this Amended Agreement to construct any corridor enhancements on any development parcels, which shall be the responsibility of the Developer.

10. Dedication to County. The RVMA, which as of the Effective Date owns or will own the lands comprising the respective rights-of-way for Lower Village Road, Doc's Way and Frostwood Drive within which portions of the Millennium Trail will be located and constructed, shall be entitled to dedicate to the County such surface improvements following the completion of construction thereof, subject to the terms of the applicable provisions of the Cost Sharing Agreements (Lower Village Road and Doc's Way), the Master Easement Agreement (Lower Village), the Master Easement Agreement (East Willow Draw) and this Amended Agreement. As used in this Amended Agreement, "dedication" or "dedicate" means, subject to completion of the

construction of such portion of the Millennium Trail within any such right-of-way, the grant, conveyance and/or dedication thereof to the County and the acceptance thereof by the County, for use as a public trail, subject to the rights and obligations of the SPA Parties and the District pursuant to this Agreement, and subject to all easements of record as of the date of such dedication.

11. Fee and Ground Lease Interests. ASCU owns fee interest in and to certain lands in The Canyons SPA and is executing this Amended Agreement as the fee owner of such lands. ASCU is also the tenant under: (i) that certain Ground Lease Agreement, dated July 3, 1997, between Wolf Mountain, as landlord, and ASCU, as tenant, as amended ("Wolf Ground Lease") concerning certain lands within The Canyons SPA (the "Wolf Ground Lease Lands"); and (ii) that certain Amended and Restated Lease Agreement Number 419, dated July 1, 1998, between The State of Utah, acting through the School and Institutional Trust Lands Administration, as lessor, and ASCU, as lessee, as amended ("SITLA Lease") concerning certain lands within The Canyons SPA ("SITLA Lease Lands"). As to the Wolf Ground Lease Lands and the SITLA Lease Lands, ASCU is executing this Amended Agreement as the tenant and lessee of such lands in order to bind the lands during the terms of the Wolf Ground Lease and SITLA Lease, as applicable; provided, however, ASCU's obligations under this Amended Agreement, including its obligation to grant easements for The Canyons Trails, are limited to the extent that such obligations comply with its rights and interests under the Wolf Ground Lease and the SITLA Lease, as applicable. Wolf Mountain is executing this Amended Agreement, if at all, with respect to: (a) the Wolf Ground Lease Lands; and (b) all other land it owns in fee in the Canyons SPA (the "Wolf Fee Lands").

12. Miscellaneous.

a. Successors. As provided for in the SPA Development Agreement, this Amended Agreement is binding on the Parties and their respective successors in interest and runs with and burdens the respective interests of the Developers and the RVMA Parties.

b. Other Agreements. This Amended Agreement shall not apply to any lands located in Excluded Development Areas and shall not modify the District's agreements and understandings with The Colony.

c. Approvals. No Party shall unreasonably withhold, condition or delay any approval required to be given under this Amended Agreement.

d. Plat and Survey Note. Each record plat or record of survey map shall contain a notice of this Amended Agreement substantially in the following form:

The non-exclusive "     Wide SBSRD Trail Easement" designated on this Master Plat ("Public Trail Easement") is granted to the Snyderville Basin Special Recreation District ("SBSRD") subject to the SBSRD Community-Wide Trails Master Plan, the Community-Wide Trail System Development Standards, the Snyderville Basin Special Recreation District Regional Trails Agreement, dated \_\_\_\_\_, 2008, and affixed as Amended and Restated Exhibit I.2.3 to the SPA Development

Agreement, and the Master Easement Agreement [insert reference to the appropriate Development Area of The Canyons SPA].

e. Satisfaction of Obligations. The execution and delivery of this Amended Agreement to the District, together with the Easement Agreements required by this Amended Agreement to be delivered to the District on or before the Effective Date, satisfies all of the obligations of the undersigned SPA Parties for which performance is required on or before the Effective Date under this Amended Agreement.

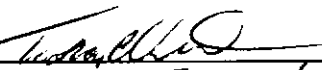
[Remainder of Page Intentionally Left Blank]

[SIGNATURE PAGE FOR ASCU]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**ASCU:**

ASC Utah, Inc., a Maine corporation

By:   
Name: Tim J. Walker  
Title: Vice President  
Signed On: 11/2/09

[SIGNATURE PAGE FOR DISTRICT]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**DISTRICT:**

Snyderville Basin Special Recreation District

By: Sharon Odeh  
Name: Sharon Odeh  
Title: Chairperson  
Signed On: 3/4/09


Attest: Scott W. McClelland  
Scott W. McClelland  
Clerk

[SIGNATURE PAGE FOR RVMA]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**RVMA:**

The Canyons Resort Village Management Association, Inc.,  
a Utah nonprofit corporation

By:   
Name: Jennifer Guetschow  
Title: Director

Signed On: 10.26.09

[SIGNATURE PAGE FOR GOLF HOLDINGS]


The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**GOLF HOLDINGS:**

The Canyons Golf Holdings, LLC,  
a Utah limited liability company

By: The Canyons Resort Village  
Management Association, Inc.,  
a Utah nonprofit corporation

Its: Manager

By:   
Name: Jennifer Guetschow  
Title: Director

Signed On: 11.3.09

[SIGNATURE PAGE FOR DUVAL]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**DUVAL:**

DuVal Development Partners I, LLC,  
a Delaware limited liability company

By: DuVal Development Partners I Holdings, LLC,  
a Delaware limited liability company  
Its Sole Member and Manager

By: Dakota Mountain Lodge, LLC,  
a Utah limited liability company  
Its Member and Manager

By:   
Lee M. Hindin, authorized person

Signed On: 5/5/09



[SIGNATURE PAGE FOR IHC HEALTH SERVICES, INC.]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**IHC HEALTH SERVICES:**

IHC Health Services, Inc.  
a Utah non-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed On: \_\_\_\_\_

[SIGNATURE PAGE FOR OSGUTHORPE PROPERTIES, LLC]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

Osguthorpe Properties, LLC,  
a Utah limited liability company

By: \_\_\_\_\_

D. A. Osguthorpe

Its: Sole Member

Signed On: \_\_\_\_\_

[SIGNATURE PAGE FOR WHITE PINE DEVELOPMENT CORP.]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**WHITE PINE:**

White Pine Development Corp.,  
a Utah corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed On: \_\_\_\_\_

[SIGNATURE PAGE FOR SUMMIT COUNTY MUNICIPAL BUILDING AUTHORITY]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**SCMBA:**

Municipal Building Authority of Summit  
County, Utah, for itself and as successor to  
Municipal Building Authority of Summit  
County, Utah,  
a Utah nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed On: \_\_\_\_\_

[SIGNATURE PAGE FOR PINION CREEK, LLC]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

Pinion Creek, LLC,  
a Utah limited liability company

By: Robert D. Fogg  
Name: ROBERT D. FOGG  
Title: MANAGING MEMBER  
Signed On: SEPT 10<sup>TH</sup> 2009

ALSO:

JUNIPER LANDING, LLC  
A UTAH LIMITED LIABILITY COMPANY

BY: Robert D. Fogg  
NAME: ROBERT D. FOGG  
TITLE: MANAGING MEMBER  
SIGNED ON: SEPT. 10<sup>TH</sup> 2009

[SIGNATURE PAGE FOR PARK WEST ASSOCIATES, LLC]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**PARK WEST:**

Park West Associates, LLC,  
a Utah limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

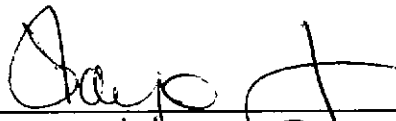
Signed On: \_\_\_\_\_

[SIGNATURE PAGE FOR MORINDA PROPERTIES-ESCALA]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**ESCALA:**

Morinda Properties Escala Lodges, LC.,  
a Utah limited liability company

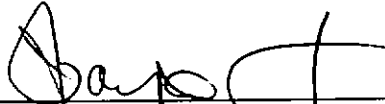
By:   
Name: Wayne Turner  
Title: Authorized Agent  
Signed On: 6/30/09

[SIGNATURE PAGE FOR MORINDA PROPERTIES-SUNRISE]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**SUNRISE:**

Morinda Partners Weight Parcel, LLC,  
a Utah limited liability company

By:   
Name: Wayne Turner  
Title: Authorized Agent  
Signed On: 6/30/09



[SIGNATURE PAGE FOR FROSTWOOD MASTER OWNERS ASSOCIATION]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

Frostwood Master Owners Association, Inc.  
a Utah non-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed On: \_\_\_\_\_

[SIGNATURE PAGE FOR COUNTY]

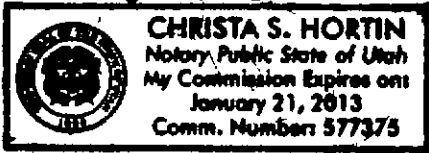
SUMMIT COUNTY,  
a political subdivision of the State of Utah

By Anita Lewis  
As Assistant County Manager

Signed On: May 19, 2010

STATE OF Utah )  
 ) : ss.  
COUNTY OF Summit )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2010, by Anita Lewis, as Assistant County Manager of Summit County, a political subdivision of the State of Utah.



Christa Hortin  
NOTARY PUBLIC  
Residing at: Wanship, Utah

My Commission Expires:  
1-21-13

[SIGNATURE PAGE FOR WOLF MOUNTAIN]

The undersigned hereby approves, consents to and agrees to be bound by this Amended Agreement as of the Effective Date.

**WOLF MOUNTAIN:**

Wolf Mountain Resorts, LC.,  
a Utah limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed On: \_\_\_\_\_

**EXHIBIT I.2.1**

**Class A Trails**

**[Copy of updated Exhibit I.2.1 showing Class A Trails]**



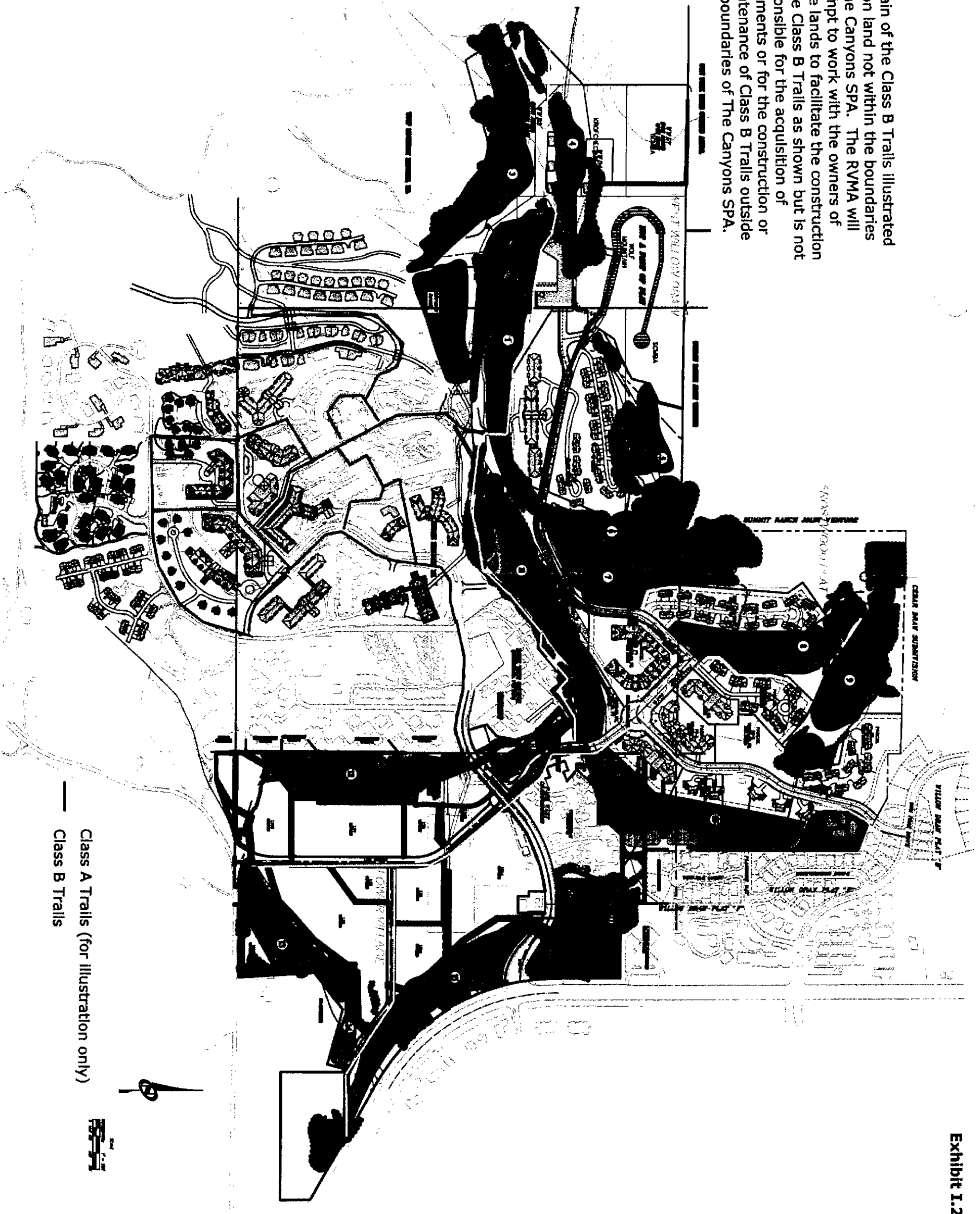
Exhibit I.2.1 Class A Trails

**EXHIBIT I.2.2**

**Class B Trails**

**[Copy of updated Exhibit I.2.2 showing Class B Trails]**

Certain of the Class B Trails illustrated are on land not within the boundaries of The Canyons SPA. The RVMA will attempt to work with the owners of those lands to facilitate the construction of the Class B Trails as shown but is not responsible for the acquisition of easements or for the construction or maintenance of Class B Trails outside the boundaries of The Canyons SPA.



**EXHIBIT I.2.3.A**

**[Attach copy of East Willow Draw Plat]**





1. The proposed plat is submitted for approval to the local government... 2. The local government shall have the authority to... 3. The local government shall have the authority to... 4. The local government shall have the authority to... 5. The local government shall have the authority to...

Table with 4 columns: Parcel #, Area, Use, and Remarks. Rows include parcels 1 through 7 with details on acreage and zoning.

1. The local government shall have the authority to... 2. The local government shall have the authority to... 3. The local government shall have the authority to... 4. The local government shall have the authority to... 5. The local government shall have the authority to...

EAST WILLOW DRAW DEVELOPMENT AREA
MASTER PLAT
LOCATED IN SECTION 31,
TOWNSHIP 1 SOUTH, RANGE 4 EAST,
& SECTION 38, TOWNSHIP 1 SOUTH, RANGE 3 EAST,
SALT LAKE BASIN AND MERIDIAN,
SUMMIT COUNTY, UTAH
SHEET 2 OF 2

1. The local government shall have the authority to... 2. The local government shall have the authority to... 3. The local government shall have the authority to... 4. The local government shall have the authority to... 5. The local government shall have the authority to...

1. The local government shall have the authority to... 2. The local government shall have the authority to... 3. The local government shall have the authority to... 4. The local government shall have the authority to... 5. The local government shall have the authority to...

1. The local government shall have the authority to... 2. The local government shall have the authority to... 3. The local government shall have the authority to... 4. The local government shall have the authority to... 5. The local government shall have the authority to...

Approval stamps for County Assessor, County Commission, County Engineer, County Planning Commission, and Recorder. Includes a 'RECORDED' stamp and a 'Park City Surveying' logo.

**EXHIBIT I.2.3.B**

**[Attach copy of Lower Village Plat]**







**EXHIBIT I.2.3.C**

**[Attach copy of Frostwood Plat]**









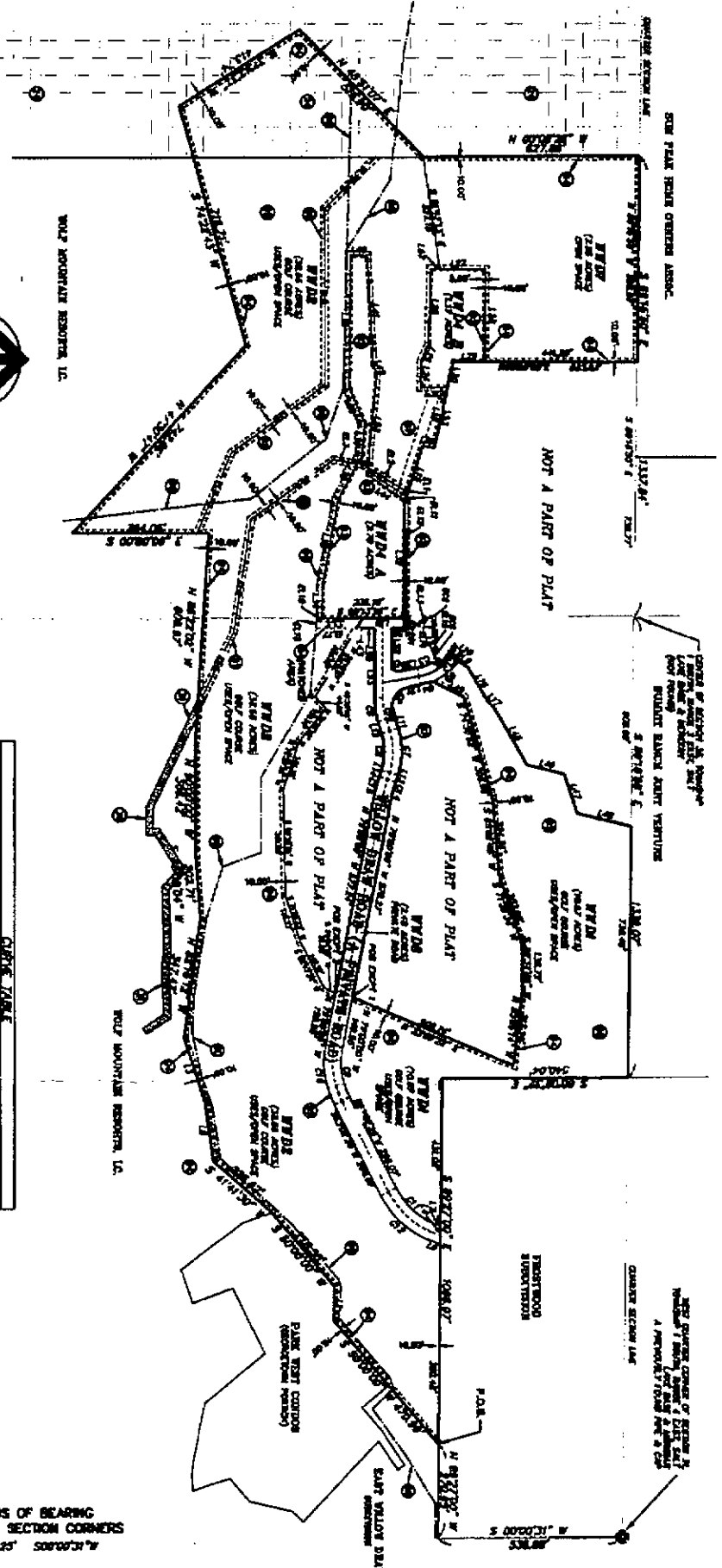
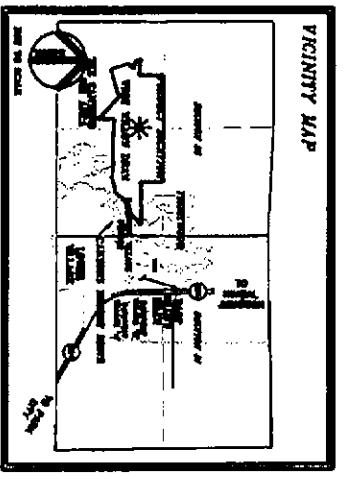


**EXHIBIT I.2.3.D**

**[Attach copy of West Willow Draw Plat]**

# WEST WILLOW DRAW DEVELOPMENT AREA MASTER PLAN

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



LINE	BEARING	DISTANCE	MARK	REMARKS
1	N 89° 15' 00" W	100.00	1	START OF SECTION 36
2	S 89° 15' 00" E	100.00	2	SECTION CORNER
3	S 00° 00' 00" E	100.00	3	SECTION CORNER
4	N 89° 15' 00" W	100.00	4	SECTION CORNER
5	N 00° 00' 00" W	100.00	5	SECTION CORNER
6	N 89° 15' 00" W	100.00	6	SECTION CORNER
7	S 89° 15' 00" E	100.00	7	SECTION CORNER
8	S 00° 00' 00" E	100.00	8	SECTION CORNER
9	N 89° 15' 00" W	100.00	9	SECTION CORNER
10	N 00° 00' 00" W	100.00	10	SECTION CORNER
11	N 89° 15' 00" W	100.00	11	SECTION CORNER
12	S 89° 15' 00" E	100.00	12	SECTION CORNER
13	S 00° 00' 00" E	100.00	13	SECTION CORNER
14	N 89° 15' 00" W	100.00	14	SECTION CORNER
15	N 00° 00' 00" W	100.00	15	SECTION CORNER
16	N 89° 15' 00" W	100.00	16	SECTION CORNER
17	S 89° 15' 00" E	100.00	17	SECTION CORNER
18	S 00° 00' 00" E	100.00	18	SECTION CORNER
19	N 89° 15' 00" W	100.00	19	SECTION CORNER
20	N 00° 00' 00" W	100.00	20	SECTION CORNER
21	N 89° 15' 00" W	100.00	21	SECTION CORNER
22	S 89° 15' 00" E	100.00	22	SECTION CORNER
23	S 00° 00' 00" E	100.00	23	SECTION CORNER
24	N 89° 15' 00" W	100.00	24	SECTION CORNER
25	N 00° 00' 00" W	100.00	25	SECTION CORNER
26	N 89° 15' 00" W	100.00	26	SECTION CORNER
27	S 89° 15' 00" E	100.00	27	SECTION CORNER
28	S 00° 00' 00" E	100.00	28	SECTION CORNER
29	N 89° 15' 00" W	100.00	29	SECTION CORNER
30	N 00° 00' 00" W	100.00	30	SECTION CORNER

BASIS OF BEARING  
BETWEEN SECTION CORNERS  
N 42° 00' 00" E 100.00

LINE	BEARING	DISTANCE	MARK	REMARKS
1	N 89° 15' 00" W	100.00	1	START OF SECTION 36
2	S 89° 15' 00" E	100.00	2	SECTION CORNER
3	S 00° 00' 00" E	100.00	3	SECTION CORNER
4	N 89° 15' 00" W	100.00	4	SECTION CORNER
5	N 00° 00' 00" W	100.00	5	SECTION CORNER
6	N 89° 15' 00" W	100.00	6	SECTION CORNER
7	S 89° 15' 00" E	100.00	7	SECTION CORNER
8	S 00° 00' 00" E	100.00	8	SECTION CORNER
9	N 89° 15' 00" W	100.00	9	SECTION CORNER
10	N 00° 00' 00" W	100.00	10	SECTION CORNER
11	N 89° 15' 00" W	100.00	11	SECTION CORNER
12	S 89° 15' 00" E	100.00	12	SECTION CORNER
13	S 00° 00' 00" E	100.00	13	SECTION CORNER
14	N 89° 15' 00" W	100.00	14	SECTION CORNER
15	N 00° 00' 00" W	100.00	15	SECTION CORNER
16	N 89° 15' 00" W	100.00	16	SECTION CORNER
17	S 89° 15' 00" E	100.00	17	SECTION CORNER
18	S 00° 00' 00" E	100.00	18	SECTION CORNER
19	N 89° 15' 00" W	100.00	19	SECTION CORNER
20	N 00° 00' 00" W	100.00	20	SECTION CORNER
21	N 89° 15' 00" W	100.00	21	SECTION CORNER
22	S 89° 15' 00" E	100.00	22	SECTION CORNER
23	S 00° 00' 00" E	100.00	23	SECTION CORNER
24	N 89° 15' 00" W	100.00	24	SECTION CORNER
25	N 00° 00' 00" W	100.00	25	SECTION CORNER
26	N 89° 15' 00" W	100.00	26	SECTION CORNER
27	S 89° 15' 00" E	100.00	27	SECTION CORNER
28	S 00° 00' 00" E	100.00	28	SECTION CORNER
29	N 89° 15' 00" W	100.00	29	SECTION CORNER
30	N 00° 00' 00" W	100.00	30	SECTION CORNER

LINE	BEARING	DISTANCE	MARK	REMARKS
1	N 89° 15' 00" W	100.00	1	START OF SECTION 36
2	S 89° 15' 00" E	100.00	2	SECTION CORNER
3	S 00° 00' 00" E	100.00	3	SECTION CORNER
4	N 89° 15' 00" W	100.00	4	SECTION CORNER
5	N 00° 00' 00" W	100.00	5	SECTION CORNER
6	N 89° 15' 00" W	100.00	6	SECTION CORNER
7	S 89° 15' 00" E	100.00	7	SECTION CORNER
8	S 00° 00' 00" E	100.00	8	SECTION CORNER
9	N 89° 15' 00" W	100.00	9	SECTION CORNER
10	N 00° 00' 00" W	100.00	10	SECTION CORNER
11	N 89° 15' 00" W	100.00	11	SECTION CORNER
12	S 89° 15' 00" E	100.00	12	SECTION CORNER
13	S 00° 00' 00" E	100.00	13	SECTION CORNER
14	N 89° 15' 00" W	100.00	14	SECTION CORNER
15	N 00° 00' 00" W	100.00	15	SECTION CORNER
16	N 89° 15' 00" W	100.00	16	SECTION CORNER
17	S 89° 15' 00" E	100.00	17	SECTION CORNER
18	S 00° 00' 00" E	100.00	18	SECTION CORNER
19	N 89° 15' 00" W	100.00	19	SECTION CORNER
20	N 00° 00' 00" W	100.00	20	SECTION CORNER
21	N 89° 15' 00" W	100.00	21	SECTION CORNER
22	S 89° 15' 00" E	100.00	22	SECTION CORNER
23	S 00° 00' 00" E	100.00	23	SECTION CORNER
24	N 89° 15' 00" W	100.00	24	SECTION CORNER
25	N 00° 00' 00" W	100.00	25	SECTION CORNER
26	N 89° 15' 00" W	100.00	26	SECTION CORNER
27	S 89° 15' 00" E	100.00	27	SECTION CORNER
28	S 00° 00' 00" E	100.00	28	SECTION CORNER
29	N 89° 15' 00" W	100.00	29	SECTION CORNER
30	N 00° 00' 00" W	100.00	30	SECTION CORNER

LINE	BEARING	DISTANCE	MARK	REMARKS
1	N 89° 15' 00" W	100.00	1	START OF SECTION 36
2	S 89° 15' 00" E	100.00	2	SECTION CORNER
3	S 00° 00' 00" E	100.00	3	SECTION CORNER
4	N 89° 15' 00" W	100.00	4	SECTION CORNER
5	N 00° 00' 00" W	100.00	5	SECTION CORNER
6	N 89° 15' 00" W	100.00	6	SECTION CORNER
7	S 89° 15' 00" E	100.00	7	SECTION CORNER
8	S 00° 00' 00" E	100.00	8	SECTION CORNER
9	N 89° 15' 00" W	100.00	9	SECTION CORNER
10	N 00° 00' 00" W	100.00	10	SECTION CORNER
11	N 89° 15' 00" W	100.00	11	SECTION CORNER
12	S 89° 15' 00" E	100.00	12	SECTION CORNER
13	S 00° 00' 00" E	100.00	13	SECTION CORNER
14	N 89° 15' 00" W	100.00	14	SECTION CORNER
15	N 00° 00' 00" W	100.00	15	SECTION CORNER
16	N 89° 15' 00" W	100.00	16	SECTION CORNER
17	S 89° 15' 00" E	100.00	17	SECTION CORNER
18	S 00° 00' 00" E	100.00	18	SECTION CORNER
19	N 89° 15' 00" W	100.00	19	SECTION CORNER
20	N 00° 00' 00" W	100.00	20	SECTION CORNER
21	N 89° 15' 00" W	100.00	21	SECTION CORNER
22	S 89° 15' 00" E	100.00	22	SECTION CORNER
23	S 00° 00' 00" E	100.00	23	SECTION CORNER
24	N 89° 15' 00" W	100.00	24	SECTION CORNER
25	N 00° 00' 00" W	100.00	25	SECTION CORNER
26	N 89° 15' 00" W	100.00	26	SECTION CORNER
27	S 89° 15' 00" E	100.00	27	SECTION CORNER
28	S 00° 00' 00" E	100.00	28	SECTION CORNER
29	N 89° 15' 00" W	100.00	29	SECTION CORNER
30	N 00° 00' 00" W	100.00	30	SECTION CORNER

- ### EASEMENTS OF RECORD
- 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.
  - 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.
  - 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.
  - 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.
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  - 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.

- ### NEW EASEMENTS
- 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.
  - 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.
  - 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.
  - 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.
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  - 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.
  - 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.
  - 20' WIDE STRIP OF LAND FOR THE PURPOSES OF THE STATE OF UTAH TO BE USED AS A PUBLIC HIGHWAY AND TO BE OPEN TO ALL PUBLIC HIGHWAYS.

ALL LOT CORNERS WILL BE QUANTIFIED BY THE COUNTY ENGINEER AND THE COUNTY ASSESSOR. THE COUNTY ENGINEER AND THE COUNTY ASSESSOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED HEREON.

COUNTY ASSESSOR REVIEWED AND ACCEPTED BY THE COUNTY ASSESSOR DATE: _____	COUNTY COMMISSIONER APPROVAL REVIEWED TO THE BOARD OF COUNTY COMMISSIONERS AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS DATE: _____	COUNTY ENGINEER I HEREBY CERTIFY THAT I HAVE MADE THE PLAN EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION AND DATA PROVIDED AND ACCEPTED DATE: _____	COUNTY PLANNING COMMISSION APPROVED AND ACCEPTED BY THE PLANNING COMMISSION DATE: _____	APPROVAL AS TO FORM APPROVED AS TO FORM AND DATE: _____	RECORDED STATE OF UTAH, COUNTY OF SUMMIT DATE: _____	COUNTY ATTORNEY REVIEWED AND ACCEPTED BY THE COUNTY ATTORNEY DATE: _____	PARK CITY SURVEYING 301 So. 400th St. Park City, UT 84302 (435) 266-4477
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**EXHIBIT I.2.3.E**

**[License Agreements]**

Mid-Mountain License Agreement, dated October 17, 2000, between ASCU, Wolf Mountain and the District

Hunter's Trail License Agreement, dated July 10, 2003, between Wolf Mountain and the District

**LICENSE AGREEMENT  
(Mid-Mountain Trail)**

THIS LICENSE AGREEMENT ("Agreement") is effective as of the 17<sup>th</sup> day of October, 2000, by and between ASC UTAH, INC., a Maine corporation, with an address of 4000 The Canyons Resort Drive, Park City, Utah 84098 ("ASCUI"), WOLF MOUNTAIN RESORTS, L.C., a Utah limited liability company ("Wolf Mountain"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special service district organized and existing pursuant to Utah Code Ann. § 17A-2-1301 et seq., with an address of 5705 Trailside Drive, Park City, Utah 84098 ("District"), with reference to the following:

A. ASCU owns or leases certain real property located in Summit County, Utah commonly known as The Canyons ski resort ("ASCUI Property").

B. ASCU leases portions of the ASCU Property from Wolf Mountain, pursuant to that certain Ground Lease Agreement ("WML Lease") dated July 3, 1997, as amended; and from the State of Utah School and Institutional Trust Lands Administration ("SITLA"), pursuant to that certain Amended and Restated Lease Agreement Number 419 dated July 1, 1998 ("SITLA Lease").

C. Pursuant to the Amended and Restated Development Agreement ("Development Agreement") dated November 15, 1999 and the Snyderville Basin Special Recreation District Regional Trails Agreement dated April 17, 1999 ("Trails Agreement"), ASCU is required to and has agreed to provide certain rights to the District for the public access trail commonly known as the "Mid-Mountain Trail" located on the ASCU Property as shown on the map attached hereto as Exhibit A and made a part hereof ("License Area"), in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Subject to the provisions of this Agreement, ASCU hereby grants to the District, and the District hereby accepts, an irrevocable license ("License") to construct, use, repair and maintain the public access trail known as the "Mid-Mountain Trail" over and across the surface of the License Area. The License granted to the District is non-exclusive and is therefore subject to existing agreements or agreements that may be granted in the future. The District acknowledges that the District's rights are limited under this Agreement and that the parties intend by this Agreement to create a revocable license and not an easement. The District hereby grants to ASCU its guests, invitees and agents the right to use the District's trail system in Summit County, Utah. Wolf Mountain hereby consents to the granting of the License to the District.

2. Use. The District may use the License Area only during the non-winter months from May 15 to November 1 of each year. ASCU shall have the right to set reasonable hours of operation of the License Area for use by the general public. The District shall use the License Area solely for the uses and purposes of the "Mid-Mountain Trail" as set forth in the Trails Agreement and the Development Agreement and for no other purpose. Motorized use of the trail is prohibited. ASCU shall not allow any use of the surface of the License Area which would

materially interfere with the District's rights granted hereunder. To the extent reasonably necessary to prevent the dedication of the License Area for public purposes, ASCU shall have the right to close the License Area to the general public from time to time on a date mutually agreed upon by ASCU and the District. The District shall not use the License Area for any commercial uses without the prior written consent of ASCU and Wolf Mountain; provided, however, that any public event sponsored by (i) a non-profit entity qualified under I.R.C. § 501 (3)(c), or (ii) the District where the "gross revenues" generated by such event are less than \$30,000, shall not be deemed to be commercial uses. The District shall refer to ASCU any individuals or entities that desire to use the License Area for commercial uses. For the purposes of this paragraph 2, "gross revenues" shall mean any and all revenues arising from, in connections with, or attributable to, the event conducted by the District, or its successors, assigns or affiliates, determined in accordance with generally accepted accounting principles.

3. **Duration:** Subject to termination pursuant to the Ground Lease and Section 11 below, this Agreement and the District's rights hereunder shall commence on the date of this Agreement and continue for a term of fifty (50) years, and shall be automatically extended for successive terms of twenty (25) years, unless terminated by the District by providing 60 days prior written notice to ASCU.

4. **ASCU's Operations.** The District's use of the License Area shall not be deemed to change in any way the nature or use of the ASCU Property. The District's use of the License Area shall be conducted in a manner so as not to unreasonably interfere with the access, development, use, occupancy, operation and enjoyment of the ASCU Property.

5. **Construction.** The District may improve the License Area to the extent provided for in the Trails Agreement. In connection with any improvements to the License Area by the District, the District shall provide ASCU not less than 60 days written notice containing the following information: (a) statement describing the land area proposed for construction, (b) a plan prepared in scale adequate to identify the relevant trail features showing the existing trail and the proposed connecting points to be constructed, (c) a statement of construction specifications for the trail to demonstrate that the proposed trail will be constructed in a manner consistent with ASCU's use of its property and the construction standards and practices of ASCU. After receipt of the notice required by the provisions of this section, ASCU is entitled to receive additional information reasonably requested by ASCU relevant to the District's construction activities.

6. **Maintenance.** The District shall, at the District's sole costs and expense, repair, replace, operate and maintain the District's trails and related improvements. When performing any repair, replacement or maintenance work involving the License Area or improvements thereto, the District shall perform such work in a good and workmanlike manner and diligently prosecute such work to completion. The District shall, at its sole cost and expense, promptly repair or replace any damage caused by the District or its employees, contractors, agents and members of the general public, to the ASCU Property and the License Area including but not limited to streams, roadways, ski runs, natural vegetation, utilities, and improvements.



7. Relocation. ASCU shall have the right to relocate portions of the License Area and related trail improvements, subject to the following conditions: (i) the relocation of the License Area and related trail improvements shall be to a location that is compatible with the District's trail system; (ii) the relocation of the License Area and related trail improvements shall be completed at the sole cost and expense of ASCU; and (iii) ASCU provides the District with not less than 60 days written notice containing the following information: (a) statement describing the land area proposed for construction of the relocated trail segment including ownership and/or other rights to occupy the area, (b) a plan prepared in scale adequate to identify the relevant trail features showing the existing trail and the proposed connecting points to be constructed for the relocated trail, (c) a statement of construction specifications for the relocated trail to demonstrate that the proposed relocation will be constructed in a manner consistent with the trail construction standards and practices of the District. After receipt of the notice required by the provisions of this section, the District is entitled to receive additional information reasonably requested by the District relevant to ASCU's compliance with the conditions described above.

8. Compliance With Laws. The District shall secure all permits, inspections, licenses and fees necessary or required for the construction, maintenance and use of the License Area. The District shall give all necessary notices and shall comply and ensure that all its or its employees, agents, subcontractors, and invitees comply with all applicable laws, codes, ordinances, permits, governmental rules and regulations relative to the operation, construction and use of the License Area, including without limiting the foregoing, those relating to environmental and wetlands matters. ASCU shall not be liable for any fines or assessments levied against by any federal, state or local governmental agency for any violations of the foregoing by the District or its employees, agents, subcontractors, or invitees.

9. Insurance. The District covenants and warrants that it will maintain a commercial general policy of liability insurance in the amount of \$2,000,000.00, insuring against the risks posed by the construction, maintenance, operation, repair, inspection and use of the License Area. The District may satisfy the requirements of this paragraph 9 under a blanket policy of insurance. Within 30 days of request, the District shall deliver to ASCU and Wolf Mountain a copy of the District's insurance policy. The District shall give ASCU and Wolf Mountain 30 days prior written notice of any lapse, amendment or cancellation of the District's insurance policy.

10. Mechanic's Liens. The District shall not permit the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by the District, or those claiming by, through or under it, to be or remain a lien upon the ASCU Property or the License Area. The District shall indemnify, defend and hold ASCU harmless from any such lien.

11. Non-Liability. ASCU and Wolf Mountain shall not be liable for and the District hereby waives any and all losses, damages, costs, claims and liabilities of any nature asserted against ASCU or Wolf Mountain arising out of or related to the use of the License Area by the District, or its agents, contractors, employees, officers, invitees, guests, or members of the general public, except for claims arising out of the negligence of ASCU and/or Wolf Mountain.

12. Indemnification.

a. The District shall indemnify and hold ASCU, Wolf Mountain and their members, managers, contractors, employees, officers, directors and agents, and the ASCU Property harmless from and against any and all losses, damages, costs, claims and liabilities of any nature asserted against or incurred by ASCU or Wolf Mountain by virtue of or resulting from the use of the License Area by members of the general public, the District, its employees, agents, contractors, invitees and successors and assigns, except those claims which may arise from the sole negligence of ASCU, Wolf Mountain, or their members, managers, contractors, employees, officers, directors and agents.

b. ASCU shall indemnify and hold the District and the District's contractors, employees, officers, directors and agents harmless from and against any and all losses, damages, costs, claims and liabilities of any nature asserted against or incurred by the District by virtue of or resulting from ASCU's or its contractors, employees, officers, directors and agents activities on the License Area, except those claims which may arise from the sole negligence of the District or the District's contractors, employees, officers, directors and agents.

c. ASCU, the District and Wolf Mountain shall promptly notify each other of any asserted claim with respect to which a party is or may be indemnified against hereunder. ASCU, the District and Wolf Mountain agree to promptly deliver to each other any and all documentation asserting a possible claim arising hereunder. The parties obligations under this paragraph 12 shall survive the expiration or earlier termination of this Agreement.

13. Default. In the case of a default by ASCU or the District hereunder, the party in default shall commence promptly to cure such default immediately after receipt of written notice from the non-defaulting party specifying the nature of such default and shall complete such cure within forty-five (45) days thereafter, provided that if the nature of the default is such that it cannot be cured within such forty-five (45) day period, the party in default shall have such additional time as may be reasonably necessary to complete its performance so long as the party has proceeded with diligence since its receipt of the notice of default and is then proceeding with diligence to cure such default. If the party in default shall fail to cure a default within the applicable grace period, the non-defaulting party may, on at least ten (10) days' prior written notice to the other party, or without such notice if an emergency shall exist, perform the same for the account and at the expense of the party in default and the expense of doing so shall be due and payable from the party in default within 15 days of written notice. ASCU may terminate this License upon 30 days written notice to the District if the District fails to cure or proceed diligently to cure a default within the applicable cure periods. The remedies set forth herein shall be in addition to any remedies available at law or in equity.

14. Assignment. The District may not assign this Agreement or its rights and obligations under this Agreement. ASCU shall have the right to assign this Agreement.

15. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the ASCU Property or the License Area to or for the general public or for any public purposes whatsoever, it being the intention of ASCU that this Agreement be strictly limited to and for the purposes expressed herein.

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16. No-Third-Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim, or cause of action upon any third party which is not a party to this Agreement.

17. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses set forth above, or at such other address as the parties may designate by written notice in the above manner. Communications may also be given by fax (with printed confirmation of receipt) so long as a copy is also sent by means set forth above. Notices shall be deemed effective upon the receipt thereof.

18. Entire Agreement. This Agreement sets forth the entire understanding of ASCU and the District as to matters set forth herein and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto.

19. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

20. No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

21. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws in the State of Utah.

22. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed valid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

23. Further Action. The parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

24. Authority. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of ASCU or the District, as the case may be, that the parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Agreement.

25. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. This Agreement may be delivered by facsimile.

IN WITNESS WHEREOF, ASCU and the District have caused this License Agreement to be executed to be effective as of the date and year first above written.

**ASCU:**

ASC UTAH, INC., a Maine corporation

By: [Signature]  
Print Name: Fran Amundson  
Title: V.P. Planning & Engr.

**DISTRICT:**

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: [Signature]  
Print Name: Bonnie B. Beck  
Title: District Administrator

**WOLF MOUNTAIN:**

Wolf Mountain Resorts, L.C.,  
a Utah limited liability company

By: [Signature]  
Print Name: Kenneth Griswold  
Title: Managing Member

**ACKNOWLEDGEMENT BY SUMMIT COUNTY:**

Summit County hereby acknowledges that the foregoing License Agreement fulfills ASC Utah's obligations under the Amended and Restated Development Agreement with respect to the Mid-Mountain Trail.

SUMMIT COUNTY,  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONSENT BY SITLA:**

SITLA hereby consents to the foregoing License Agreement:

State of Utah School and Institutional Trust Lands Administration  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, ASCU and the District have caused this License Agreement to be executed to be effective as of the date and year first above written.

ASCU:

DISTRICT:

ASC UTAH, INC., a Maine corporation

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WOLF MOUNTAIN:**

Wolf Mountain Resorts, L.C.,  
a Utah limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT BY SUMMIT COUNTY:**

Summit County hereby acknowledges that the foregoing License Agreement fulfills ASC Utah's obligations under the Amended and Restated Development Agreement with respect to the Mid-Mountain Trail.

SUMMIT COUNTY,  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONSENT BY SITLA:**

SITLA hereby consents to the foregoing License Agreement:

State of Utah School and Institutional Trust Lands Administration  
a political subdivision of the State of Utah

By: David T Teary  
Print Name: DAVID T TEARY  
Title: DIRECTOR

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**EXHIBIT A  
TO  
LICENSE AGREEMENT**

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(Mid-Mountain Trail)

See Attached

Exhibit I.2.3.E Hunter's Trail License Agreement

LICENSE AGREEMENT  
(Mid-Mountain Trail)

*kwg* July THIS LICENSE AGREEMENT ("Agreement") is effective as of the 10<sup>th</sup> day of ~~2003~~, 2003, by and between WOLF MOUNTAIN RESORTS, L.C., A Utah limited liability company ("Wolf Mountain"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special service district organized and existing pursuant to Utah Code Ann. § 17A-2-1301 et seq., with an address of 5705 Trailside Drive, Park City, Utah 84098 ("District"), with reference to the following:

A. This Agreement is entered into in accordance with the Snyderville Basin Trails Master Plan, dated December 1, 1997, the Baker and Griswold Open Lands Preserve Conservation Easement (on file at the Summit County Records Office, Book 01295, Page 00535-00542), and the Snyderville Basin Special Recreation District Regional Trails Agreement, dated October 17, 2000 ("Trails Agreement"), all of which allow for the development of a non motorized Mid-Mountain Trail connection to the Pinebrook area located on the Wolf Mountain property as shown on the map attached hereto as Exhibit A and made a part hereof ("License Area"), in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Subject to the provisions of this Agreement, Wolf Mountain hereby grants to the District, and the District hereby accepts, a ~~non~~revocable license ("License") to construct, use, repair and maintain the public access trail known as "Hunters Trail", which is an extension of the existing Mid-Mountain Trail, over and across the surface of the License Area. The License granted to the District is non-exclusive and is therefore subject to existing agreements or agreements that may be granted in the future. The District acknowledges that the District's rights are limited under this Agreement and that the parties intend by this Agreement to create a revocable license and not an easement. The District hereby grants to Wolf Mountain its guests, invitees and agents the right to use the District's trail system in Summit County, Utah.

2. Use. The District shall use the License Area solely for the uses and purposes of the Mid-Mountain Trail as set forth in the Trails Agreement and the Development Agreement and for no other purpose. Motorized use of the trail is prohibited. Wolf Mountain shall not allow any use of the surface of the License Area which would materially interfere with the District's rights granted hereunder. To the extent reasonably necessary to prevent the dedication of the License Area for public purposes, Wolf Mountain shall have the right to close the License Area to the general public from time to time on a date mutually agreed upon by Wolf Mountain and the District. The District shall not use the License Area for any commercial uses without the prior written consent of Wolf Mountain; provided, however, that any public event sponsored by (i) a non-profit entity qualified under I.R.C. § 501 (3)(c), or (ii) the District where the "gross revenues" generated by such event are less than \$30,000, shall not be deemed to be commercial uses. The District shall refer to Wolf Mountain any individuals or entities that desire to use the License Area for commercial uses. For the purposes of this paragraph 2, "gross revenues" shall mean any and all revenues arising from, in connections with, or attributable to, the event

conducted by the District, or its successors, assigns or affiliates, determined in accordance with generally accepted accounting principles.

3. Duration. Subject to termination pursuant to the Ground Lease and Section 11 below, this Agreement and the District's rights hereunder shall commence on the date of this Agreement and continue for a term of fifty (50) years, and shall be automatically extended for successive terms of twenty (25) years, unless terminated by the District by providing 60 days prior written notice to Wolf Mountain.

4. ASCU's Operations. The District's use of the License Area shall not be deemed to change in any way the nature or use of the Wolf Mountain Property. The District's use of the License Area shall be conducted in a manner so as not to unreasonably interfere with the access, development, use, occupancy, operation and enjoyment of the ASCU Property, if applicable.

5. Construction. The District may improve the License Area to the extent provided for in the Trails Agreement. In connection with any improvements to the License Area by the District, the District shall provide Wolf Mountain not less than 60 days written notice containing the following information: (a) statement describing the land area proposed for construction, (b) a plan prepared in scale adequate to identify the relevant trail features showing the existing trail and the proposed connecting points to be constructed, (c) a statement of construction specifications for the trail to demonstrate that the proposed trail will be constructed in a manner consistent with Wolf Mountain's use of its property and the construction standards and practices of Wolf Mountain. After receipt of the notice required by the provisions of this section, Wolf Mountain are entitled to receive additional information reasonably requested by Wolf Mountain and relevant to the District's construction activities.

6. Naming. The entire section of trail including, but not limited to the said License Area, as described in the attached Exhibit "B" shall be named "Hunters Trail". This trail shall at all times be referred to as "Hunters Trail" in any and all public, government and private signage, maps or any publications whatsoever. This is a material term of this License Agreement and default of this provision shall constitute an immediate termination of all rights granted herein.

7. Maintenance. The District shall, at the District's sole costs and expense, repair, replace, operate and maintain the District's trails and related improvements. When performing any repair, replacement or maintenance work involving the License Area or improvements thereto, the District shall perform such work in a good and workmanlike manner and diligently prosecute such work to completion. The District shall, at its sole cost and expense, promptly repair or replace any damage caused by the District or its employees, contractors, agents and members of the general public, to the License Area including but not limited to streams, roadways, ski runs, natural vegetation, utilities, and improvements.

8. Relocation. Wolf Mountain shall have the right to relocate portions of the License Area and related trail improvements, subject to the following conditions: (i) the relocation of the License Area and related trail improvements shall be to a location that is compatible with the District's trail system; (ii) the relocation of the License Area and related trail improvements shall be in compliance with the Baker and Griswold Open Lands Preserve



Conservation Easement. The Grantee, Utah Open Lands shall be notified if portions of the License Area are relocated.; (iii) the relocation of the License Area and related trail improvements shall be completed at the sole cost and expense of Wolf Mountain; and (iv) Wolf Mountain provides the District with not less than 60 days written notice containing the following information: (a) statement describing the land area proposed for construction of the relocated trail segment including ownership and/or other rights to occupy the area, (b) a plan prepared in scale adequate to identify the relevant trail features showing the existing trail and the proposed connecting points to be constructed for the relocated trail, (c) a statement of construction specifications for the relocated trail to demonstrate that the proposed relocation will be constructed in a manner consistent with the trail construction standards and practices of the District. After receipt of the notice required by the provisions of this section, the District is entitled to receive additional information reasonably requested by the District relevant to Wolf Mountain's compliance with the conditions described above.

9. Compliance With Laws. The District shall secure all permits, inspections, licenses and fees necessary or required for the construction, maintenance and use of the License Area. The District shall give all necessary notices and shall comply and ensure that all its or its employees, agents, subcontractors, and invitees comply with all applicable laws, codes, ordinances, permits, governmental rules and regulations relative to the operation, construction and use of the License Area, including without limiting the foregoing, those relating to environmental and wetlands matters, and those matters relating to the compliance of the Baker and Griswold Open Lands Preserve Conservation Easement. Wolf Mountain shall not be liable for any fines or assessments levied against by any federal, state or local governmental agency for any violations of the foregoing by the District or its employees, agents, subcontractors, or invitees.

10. Insurance. The District covenants and warrants that it will maintain a commercial general policy of liability insurance in the amount of \$2,000,000.00, insuring against the risks posed by the construction, maintenance, operation, repair, inspection and use of the License Area. The District may satisfy the requirements of this paragraph 9 under a blanket policy of insurance. Within 30 days of request, the District shall deliver to Wolf Mountain a copy of the District's insurance policy. The District shall give Wolf Mountain and 30 days prior written notice of any lapse, amendment or cancellation of the District's insurance policy.

11. Mechanic's Liens. The District shall not permit the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by the District, or those claiming by, through or under it, to be or remain a lien upon the License Area. The District shall indemnify, defend and hold Wolf Mountain harmless from any such lien.

12. Non-Liability. Wolf Mountain shall not be liable for and the District hereby waives any and all losses, damages, costs, claims and liabilities of any nature asserted against Wolf Mountain arising out of or related to the use of the License Area by the District, or its agents, contractors, employees, officers, invitees, guests, or members of the general public, except for claims arising out of the negligence of Wolf Mountain.

13. Indemnification.

KW9

a. The District shall indemnify and hold Wolf Mountain and their members, managers, contractors, employees, officers, directors and agents, and the Wolf Mountain Property harmless from and against any and all losses, damages, costs, claims and liabilities of any nature asserted against or incurred by Wolf Mountain by virtue of or resulting from the use of the License Area by members of the general public, the District, its employees, agents, contractors, invitees and successors and assigns, except those claims which may arise from the sole negligence of Wolf Mountain or their members, managers, contractors, employees, officers, directors and agents.

b. Wolf Mountain shall indemnify and hold the District and the District's contractors, employees, officers, directors and agents harmless from and against any and all losses, damages, costs, claims and liabilities of any nature asserted against or incurred by the District by virtue of or resulting from Wolf Mountain's or its contractors, employees, officers, directors and agents activities on the License Area, except those claims which may arise from the sole negligence of the District or the District's contractors, employees, officers, directors and agents.

c. The District and Wolf Mountain shall promptly notify each other of any asserted claim with respect to which a party is or may be indemnified against hereunder. The District, Wolf Mountain agree to promptly deliver to each other any and all documentation asserting a possible claim arising hereunder. The parties obligations under this paragraph 12 shall survive the expiration or earlier termination of this Agreement.

14. Default. In the case of a default by Wolf Mountain or the District hereunder, the party in default shall commence promptly to cure such default immediately after receipt of written notice from the non-defaulting party specifying the nature of such default and shall complete such cure within forty-five (45) days thereafter, provided that if the nature of the default is such that it cannot be cured within such forty-five (45) day period, the party in default shall have such additional time as may be reasonably necessary to complete its performance so long as the party has proceeded with diligence since its receipt of the notice of default and is then proceeding with diligence to cure such default. If the party in default shall fail to cure a default within the applicable grace period, the non-defaulting party may, on at least ten (10) days' prior written notice to the other party, or without such notice if an emergency shall exist, perform the same for the account and at the expense of the party in default and the expense of doing so shall be due and payable from the party in default within 15 days of written notice. Wolf Mountain may terminate this License upon 30 days written notice to the District if the District fails to cure or proceed diligently to cure a default within the applicable cure periods. The remedies set forth herein shall be in addition to any remedies available at law or in equity.

15. Assignment. The District may not assign this Agreement or its rights and obligations under this Agreement. Wolf Mountain shall have the right to assign this Agreement.

16. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the License Area to or for the general public or for any public purposes whatsoever, it being the intention of Wolf Mountain that this Agreement be strictly limited to and for the purposes expressed herein.

1209

17. No-Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim, or cause of action upon any third party which is not a party to this Agreement.

18. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses set forth above, or at such other address as the parties may designate by written notice in the above manner. Communications may also be given by fax (with printed confirmation of receipt) so long as a copy is also sent by means set forth above. Notices shall be deemed effective upon the receipt thereof.

19. Entire Agreement. This Agreement sets forth the entire understanding of Wolf Mountain and the District as to matters set forth herein and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto.

20. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

21. No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

22. Time. Time is of the essence.

23. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws in the State of Utah.

24. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed valid due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.

25. Further Action. The parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

26. Authority. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of Wolf Mountain or the District, as the case may be, that the parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Agreement.

KW9

27. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. This Agreement may be delivered by facsimile.

*kwg*

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IN WITNESS WHEREOF, Wolf Mountain and the District have caused this License Agreement to be executed to be effective as of the date and year first above written.

**WOLF MOUNTAIN:**

Wolf Mountain Resorts, L.C.  
A Utah limited liability company

By: Kenneth W. Griswold  
Print Name: Kenneth W. GRISWOLD  
Title: Managing Member

**DISTRICT:**

SNYDERVILLE BASIN SPECIAL  
RECREATION DISTRICT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UTAH OPEN LANDS:**

Utah Open Lands

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT BY SUMMIT COUNTY:**

Summit County hereby acknowledges that the foregoing License Agreement fulfills ASC Utah's obligations under the Amended and Restated Development Agreement with respect to the Mid-Mountain Trail.

SUMMIT COUNTY,  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A  
TO  
LICENSE AGREEMENT**

---

(Mid-Mountain Trail)

See Attached

*Kwg*

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**EXHIBIT B  
TO  
LICENSE AGREEMENT**

---

(Hunter Trail Location)

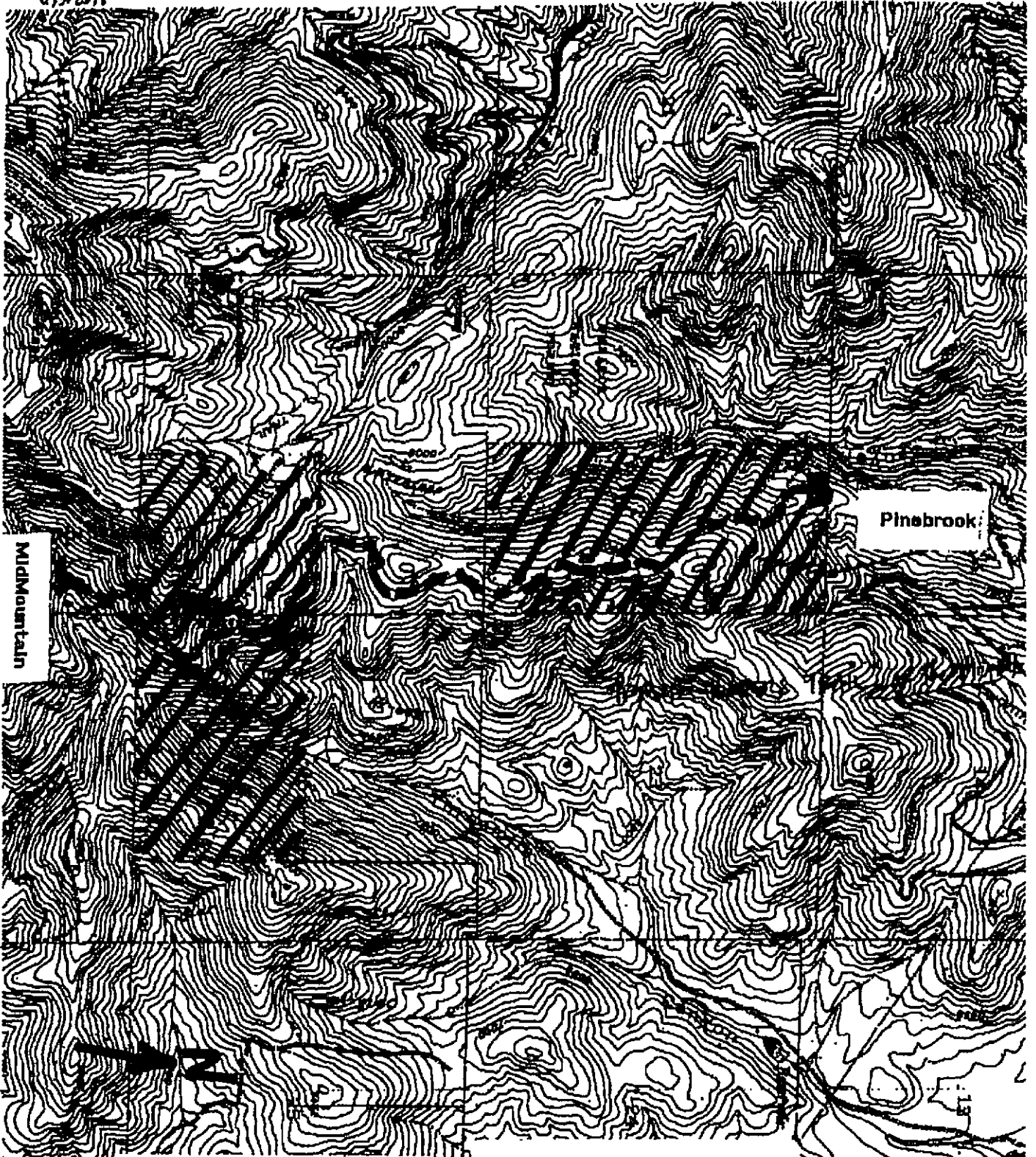
See Attached

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*Kwg*

US 251



MidMountain

Pinebrook


  
 Hunters Trail


 Wolf Land

1 Inch ; 2000 ft



IN WITNESS WHEREOF, Wolf Mountain and the District have caused this License Agreement to be executed to be effective as of the date and year first above written.

**WOLF MOUNTAIN:**

Wolf Mountain Resorts  
A Utah limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DISTRICT:**

SNYDERVILLE BASIN SPECIAL  
RECREATION DISTRICT

By: Lauren O'Malley  
Print Name: LAUREN O'MALLEY  
Title: Board Chair

**UTAH OPEN LANDS:**

Utah Open Lands

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT BY SUMMIT COUNTY:**

Summit County hereby acknowledges that the foregoing License Agreement fulfills ASC Utah's obligations under the Amended and Restated Development Agreement with respect to the Mid-Mountain Trail.

SUMMIT COUNTY,  
a political subdivision of the State of Utah

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT I.2.3.F**

**[See attached form of District Easement Agreements]**

WHEN RECORDED, RETURN TO:

**Exhibit I.2.3.F**

Snyderville Basin Special Recreation District

[RECORDED COPIES SHOULD BE PROVIDED TO ALL GRANTORS]

**EASEMENT AGREEMENT  
(Trail Easement)**

This EASEMENT AGREEMENT (this "Agreement") is executed as of \_\_\_\_\_, 200\_, by and among Grantors WOLF MOUNTAIN RESORTS, L.C., a Utah limited liability company ("Wolf"), SUMMIT COUNTY MUNICIPAL BUILDING AUTHORITY, a Utah nonprofit corporation ("Building Authority"),

\_\_\_\_\_, Grantors"), and, SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special service district organized under the laws of Utah ("Grantee").

**RECITALS**

A. Wolf owns that certain parcel of real property (the "Wolf Parcel") located in Summit County, Utah and more particularly described on Exhibit A attached hereto and incorporated herein.

B. ASCU holds a leasehold estate in the entire Wolf Parcel pursuant to a lease between Wolf, as lessor, and ASCU, as lessee (the "ASCU Lease").

C. Building Authority owns that certain parcel of real property (the "Building Authority Parcel") located in Summit County, Utah and more particularly described on Exhibit B attached hereto and incorporated herein.

D. IHCHS owns that certain parcel of real property (the "IHCHS Parcel") located in Summit County, Utah and more particularly described on Exhibit C attached hereto and incorporated herein.

E. The Wolf Parcel, the Building Authority Parcel, and the \_\_\_\_\_ are depicted as Parcels \_\_\_\_\_ respectively, on that certain Lower Village Development Area Master Plat, dated \_\_\_, 200 and recorded on \_\_\_\_\_, 200 in the Office of the County Recorder of Summit County, Utah (the "Official Records"), as Entry No. \_\_\_\_\_, in Book \_\_\_\_\_, at Pages \_\_\_ to \_\_\_, on \_\_\_\_\_ the "Plat"), a copy of which Plat is attached hereto as Exhibit D.

F. Grantee desires that Wolf, Building Authority, \_\_\_\_\_ (individually, a "Grantor") grant, and Grantors have

agreed to grant to Grantee, a nonexclusive easement on, over, across and through the Wolf Parcel, the Building Authority Parcel and the \_\_\_\_\_ Parcel, as the case may be, at the locations and on the terms and conditions set forth herein.

G. This Agreement is intended to satisfy the obligations of the Grantors to grant a trail easement through the Wolf Parcel, the Building Authority Parcel and the \_\_\_\_\_ Parcel, as the case may be, created under and through certain Agreements with Summit County and requirements for the development of the property of \_\_\_\_\_ (the "Development Agreement Trail Easement Obligation").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### TERMS

1. **Conditional Grant of Easement.** In satisfaction of the Obligations of the Grantors, each of Wolf, as to the Wolf Parcel, Building Authority, as to the Building Authority Parcel, and \_\_\_\_\_ as to the \_\_\_\_\_ Parcel, hereby grant and convey, without any warranty to Grantee, for the benefit of the public, a non-exclusive easement not more than fifteen (15) feet in width over that portion of the area designated on the Lower Village Plat as Easement No. \_\_\_\_ and more particularly described on Exhibit E attached hereto and incorporated herein by this reference (the "Easement Area"). The Easement Area shall be used for any necessary installation, maintenance, repair, and replacement of pavement, drainage ditches, information and directional signs, and other improvements ordinarily incident to the use of public trails or as may be required for the maintenance of such trails (the "Trail Improvements"), solely for purposes of providing pedestrian access, as a public thoroughfare, upon , over and across the Easement Area (the "Limited Use") under the Rules of the Grantee for the operation and maintenance of public trails.

2. **Location and Relocation of Easement Area.** Notwithstanding any other term or condition of this Agreement (a) neither this Agreement nor any notice hereof shall be recorded in the Official Records and (b) no Trail Improvements shall be constructed within the \_\_\_\_\_ Parcel until such time as a site plan for the development of the \_\_\_\_\_ Parcel has been approved, as necessary, by Summit County (the "Condition Precedent"). Unless waived by \_\_\_\_\_, at such time as the Condition Precedent has been satisfied this Agreement recorded in the Official Records and conformed copies thereof provided to Grantors. Thereafter, each Grantor (including \_\_\_\_\_, as to the Wolf Parcel during the term of the \_\_\_\_\_ Lease) may, at its sole cost and expense, move the portion of the Easement Area located on such Grantor's parcel to another location on its parcel; provided that (i) such Grantor constructs and installs Trail Improvements as required in conformity with the standards of the Grantee

within the relocated Easement Area to replace any Trail Improvements located in the Easement Area, (ii) such Grantor conveys an easement to Grantee for the relocated Easement Area (which shall confirm the relocation of the Easement Area and the vacation of the Easement Area where previously located on such parcel, and which shall be recorded, with copies to the Grantors, in the Official Records), and (iii) the Easement Area, as relocated, safe and reasonable connectivity with the Easement Area and the Trail Improvements on the "Adjacent Parcels" (as defined below).

3. **Limitations; Maintenance and Repair Obligations.** Subject to, and for and in consideration of, the terms and conditions of this Agreement, Grantee, at Grantee's sole cost and expense, shall be solely responsible (cost or otherwise) for any improvement, repair and/or maintenance of the Easement Area and/or the Trail Improvements, as reasonably necessary or appropriate for, and consistent with, the Limited Use unless such repairs or maintenance are caused by the acts of the Grantors. In connection with any Trail Improvements, Grantee shall take or cause to be taken such actions as may be necessary or appropriate to ensure adequate and sufficient drainage of the Easement Area and prevent damage to the Adjacent Parcels as a result of any such improvement of the Easement Area, take or cause to be taken such actions as may be necessary to maintain the Trail Improvements and not otherwise, the Easement Area in a generally clean and orderly, infestation and litter free condition, with (in consideration of the Limited Use), reasonably necessary or appropriate grass control and landscaping maintenance therefore and except with the advance written consent of Grantors (which shall not be unreasonably withheld), not construct or erect any building or structure or other above-ground fixture on any part or all of the Easement Area.

Grantee shall and hereby agrees to indemnify, defend and hold harmless Grantors from and against any loss, claim, damage, liability, or obligation arising from or associated with the Limited Use and/or maintenance and/or repair of the Easement Area by or under Grantee unless such damages are caused by the acts of the Grantors. Otherwise, except as and to the extent due to the gross negligence or intentional misconduct of Grantors (or Grantors' officers, employees, contractors, or agents), none of the Grantors shall have responsibility, liability or obligation for the use, existence, improvement, repair, replacement, or maintenance of the Easement Area within their respective parcels.

4. **Further Limitations.** Except to the extent necessary (on a temporary basis) for reasonable construction, for repair or maintenance, or for reasonably necessary pedestrian traffic regulation and control, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use and access between the Easement Area and, respectively, the Wolf Parcel, the Building Authority Parcel and the \_\_\_\_\_ Parcel, as the case may be, shall be constructed or erected by Grantee.

5. **Use by Grantors of the Easement Area.** Each Grantor may use the Easement Area located on such Grantor's parcel for purposes, including the installation of underground utilities, which do not interfere with the use of the Easement Area for the

purposes stated herein. It is the intent of the parties hereto that the easement granted herein be strictly limited to and for the purposes expressed herein.

6. **Duration.** This Agreement and the easements and undertakings contained herein shall be perpetual.

7. **Integration; Modification.** This Agreement contains the entire agreement between the parties hereto with respect to the matters addressed herein. The recitals set forth above are incorporated in this Agreement by this reference. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties and recorded in the Official Records.

9. **Covenants to Run with the Land.** Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) shall (i) constitute covenants running with the land, (ii) bind every person having a fee, leasehold or other interest in any portion of the Wolf Parcel, the Building Authority Parcel, or the \_\_\_\_\_ Parcel, as the case may be, at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent such easement or right is to be performed on such portion, and (iii) shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

10. **No Partnership.** The provisions of this Agreement are not intended to create, and shall not be in any way interpreted or construed to create, for any purpose, a partnership, joint venture or similar relationship between the parties in the conduct of their respective businesses or otherwise.

11. **Further Action.** The parties hereto shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

12. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

13. **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, or default of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, and other costs and fees incurred in any such action or proceeding, in addition to any other relief to which such party may be entitled.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]  
[ADD NOTARY ACKNOWLEDGEMENTS]

[ADD SIGNATURE PAGE AND ACKNOWLEDGEMENT FOR GRANTEE]

SIGNATURE PAGE FOR WOLF

WOLF MOUNTAIN RESORTS, L.C.,  
a Utah limited liability company

By \_\_\_\_\_  
Name:  
Title:



SIGNATURE PAGE FOR ASCU

ASC UTAH, INC.,  
a Maine corporation

By \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE FOR BUILDING AUTHORITY

SUMMIT COUNTY MUNICIPAL  
BUILDING AUTHORITY,  
a Utah nonprofit corporation

By \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE FOR IHCHS

IHC HEALTH SERVICES, INC.  
a Utah corporation

By \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**Description of Wolf Parcel**

**EXHIBIT B**

**Description of Building Authority Parcel**

**EXHIBIT C**

**Description of IHCHS Parcel**

**EXHIBIT D**

**Copy of the Plat**

**EXHIBIT E**

**Description of Easement Area**



**EXHIBIT I.2.3.G**

**[See attached form of RVMA Easement Agreements]**

**Exhibit I.3.3.G to Amended and Restated Snyderville  
Basin Special Recreation District Regional Trails Agreement**

**Form of RVMA Easement Agreement**

WHEN RECORDED, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EASEMENT AGREEMENT  
(Trail Easement)**

This EASEMENT AGREEMENT (this "Agreement") is executed as of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Grantor"), and THE CANYONS RESORT VILLAGE ASSOCIATION, INC., a Utah nonprofit corporation ("Grantee"); collectively, hereinafter "Party" in the singular and "Parties" in the plural."

**RECITALS**

A. Grantor owns that certain parcel of real property (the "Grantor Parcel") located in Summit County, Utah, and more particularly described on **Exhibit A** attached hereto and incorporated herein, located in The Canyons Specially Planned Area Zone District ("The Canyons SPA"), established pursuant to Summit County, Utah Ordinance No. 333a, as amended and approved on November 15, 1999.

B. The Grantor Parcel is depicted as \_\_\_\_\_ on that certain Site Plan [or Subdivision Plat, recorded on \_\_\_\_\_, 20\_\_ in the official records of Summit County, Utah (the "Official Records") [add recording information] (the "Site Plan")], a copy of which is attached as **Exhibit B**.

C. Grantor is a Developer as defined in that certain Amended and Restated Snyderville Basin Special Recreation District Regional Trails Agreement ("Trails Agreement"), which is Amended and Restated Exhibit I.2.3. (recorded on \_\_\_\_\_, 2008, as Entry No. \_\_\_\_\_, in Book \_\_\_\_ at Page \_\_\_\_ in the Official Records) to that certain Amended and Restated Development Agreement for The Canyons Specially Planned Area, dated November 15, 1999, recorded on November 24, 1999, as Entry No. 553911, in Book 1297 beginning at Page 405 in the Official Records.

D. On and subject to the terms and conditions of this Agreement and the Trails Agreement, Grantor desires to grant to Grantee an easement for the location, use, operation, maintenance, repair and replacement of a Class B Trail (as defined in the Trails Agreement) (“Trail”), on, over, across and through the Easement Area (described and defined below) that is located on a portion of the Grantor Parcel.

E. This Agreement is intended to satisfy the obligation of Grantor to grant an easement for the Trail on, over, across and through the Grantor Parcel pursuant to paragraph 5 of the Trails Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## TERMS

1. **Grant of Easement; Location of Easement Area.** At no cost or expense to Grantee, Grantor hereby grants and conveys to Grantee, for the benefit of the public, a perpetual, non-exclusive, \_\_\_\_\_ ( ) foot-wide easement on, over, across and through that portion of the Grantor Parcel shown on the Site Plan as \_\_\_\_\_ and more particularly described on **Exhibit C** attached hereto and incorporated herein by this reference (the “Easement Area”). The Easement Area shall be used for the location, use, operation, maintenance, repair, and replacement of surfacing, retaining walls, bridges, barriers, railings and/or other safety features, basins, ditches, culverts, pipes or similar improvements for drainage of the Easement Area, information and directional signs, and other improvements required for, or ordinarily incident to, the location, use, operation, maintenance, repair and replacement of public trails (the “Trail Improvements”), solely for purposes of providing pedestrian access, as a public thoroughfare, upon, over and across the Easement Area (the “Limited Use”). The easement granted to Grantee pursuant to this Agreement is hereafter referred to as the “Easement”.

2. **Relocation of Easement.** Grantor may, at its sole cost and expense, relocate the Easement or any portion thereof to another location on the Grantor Parcel (a “Relocated Easement Area”), provided that:

a. Grantor shall have given Grantee no less than sixty days (60) days’ prior written notice of any proposed relocation of the Easement, and with such notice shall have delivered to Grantee (i) the documents describing in reasonable detail the location of the proposed Relocated Easement Area and the related Trail Improvements requiring relocation (“Relocated Trail Improvements”); (ii) the proposed instrument(s) required by subparagraph 2.d. below and (iii) plans and specifications for the work required for the relocation of the Easement and the construction of the Relocated Trail Improvements (“Relocation Work”), together with a schedule for the performance of such work (including a deadline for the completion thereof) (“Relocation Work Plans”);

b. Grantee shall have previously approved in writing: (A) the relocation of the Easement or portions thereof to the Relocated Easement Area, which approval Grantee may withhold if the Grantee, acting in its sole discretion, determines that the proposed relocation would (i) adversely affect the use, operation or safety of the Trail, either separately or as a part of the system of Class B Trails (as defined in paragraph 2 of the Trails Agreement) for The Canyons SPA (the "Class B Trails System"), or (ii) materially increase the cost or expense to Grantee of maintaining or repairing the Trail Improvements, the Relocated Easement Area and/or the remaining Easement Area; and (B) the Relocation Work Plans;

c. Grantor shall have secured all approvals and permits from governmental or regulatory authorities required for the relocation of the Easement and the performance of the Relocation Work;

d. The Parties shall have executed and recorded in the Official Records instruments, which, upon terms and conditions reasonably acceptable to Grantee and without cost or expense to Grantee, grant an easement to Grantee for the Relocated Easement Area and provide for the vacation of those portions of the Easement Area replaced by the Relocated Easement Area; and

e. Grantor, at its sole cost and expense, on a lien-free basis, shall perform the Relocation Work in accordance with the Relocation Work Plans approved by Grantee.

3. **Construction Standards.** The Trail Improvements shall be constructed by Grantor at no cost or expense to Grantee in accordance with (i) the plans and specifications set forth on **Exhibit D** attached hereto ("Construction Plans"), which the Parties agree they have established in accordance with paragraph 6.d. of the Trails Agreement with respect to the construction of the Trail, and (ii) all applicable laws, regulations and governmental approvals and requirements. The Parties agree that the Construction Plans require that (i) the Trail Improvements must be constructed in a manner that ensures that the Easement Area is reasonably accessible from and homogenous with the lands contiguous to the Easement Area, and (iii) Grantor must take or cause to be taken such actions as may be necessary or appropriate to ensure adequate and sufficient drainage of the Easement Area.

4. **Maintenance and Repair Obligations.**

a. Subject to the terms and conditions of this Agreement, Grantee, at Grantee's sole cost and expense following Grantor's completion of the construction of the Trail Improvements, shall be responsible for the maintenance, repair and replacement of the Easement Area and the Trail Improvements, as reasonably necessary or appropriate for, and consistent with, the Limited Use. In consideration of the Limited Use, Grantee agrees to take or cause to be taken such

actions as may be necessary to (i) maintain the Trail Improvements in a clean and orderly, litter-free condition, with reasonably necessary or appropriate grass control and landscaping maintenance therefor, and (ii) mitigate any adverse effects to the Easement Area or the Trails Improvements arising from the Limited Use.

b. If, in connection with Grantee's Limited Use of the Easement Area, any of the Trail Improvements are damaged or destroyed, Grantee as soon as reasonably practicable in light of the circumstances and the weather but in any case not to exceed 270 days), shall repair or replace such damaged or destroyed improvements to a condition substantially identical to that existing before any such damage or destruction. Notwithstanding the foregoing, Grantor shall be responsible for repairing (within the foregoing periods and in accordance with the foregoing requirements) any damage or destruction to Trail Improvements arising out of the actions of Grantor or its officers, employees, contractors or agents, including without limitation the negligence, gross negligence or intentional misconduct thereof. Grantor shall have no responsibility, liability or obligation for the maintenance, repair or replacement of the Easement Area except as provided for in this subparagraph 4.b or in paragraph 2 above (with respect to the performance of Relocation Work). If, as required by this subparagraph 4.b or by paragraph 6 below, Grantor fails to repair any such damage or destruction to the Easement Area or the Trails Improvements, Grantee shall have the right (but not the obligation) to perform such maintenance and repairs at Grantor's sole cost and expense, which Grantor shall reimburse to Grantee within thirty (30) days after Grantor's receipt of an invoice (accompanied by reasonable supporting documentation).

c. The costs and expenses (including attorney's fees and costs) incurred by Grantee in performing its obligations under this Agreement, including without limitation maintenance and repair obligations under this paragraph 4, shall constitute "operating expenses" of Grantee within the meaning of that term as set forth in Section 4.2 of The Canyons Resort Village Management Agreement, recorded on December 15, 1000 in the Official Records as Entry No. 555285, in Book 1300, beginning at Page 1.

## 5. **Limitations.**

a. Neither Party, without the advance written consent of the other (which consent shall not be unreasonably withheld, conditioned or delayed), shall construct or erect any building or structure or other above-ground fixture on any part or all of the Easement Area other than the Trail Improvements or any other structures or above-ground fixtures required or approved according to the Construction Plans.

b. No fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, shall be erected or constructed by any Party on

the Easement which limits or impairs the free and unimpeded use and access over and across the Trail or the Easement Area, except as Grantee may determine to be reasonably necessary (on a temporary basis) for repair or maintenance or pedestrian traffic regulation and control.

6. **Use by Grantors of the Easement Area.** Grantor may use the Easement Area for any purpose, including the installation of underground utilities, provided that any such use does not interfere with the use of the Trail or the Easement Area for the purposes stated herein. Any damage to, or any extraordinary repair or maintenance required of, the Trail Improvements caused by Grantor's use thereof shall be promptly repaired by Grantor, at Grantor's sole cost and expense, in accordance with the requirements and deadlines set forth in subparagraph 4.b above. It is the intent of the Parties that the easement granted herein be strictly limited to and for the purposes expressed herein.

7. **Liens.**

a. Grantor represents, warrants and covenants that the Easement and all other rights and interests granted to Grantee under this Agreement are and shall remain superior to any Liens or Mortgages and the claims of any Occupant or Mortgagee of the Grantor Parcel or any portion thereof. For purposes of this Agreement, the term "Mortgage" shall mean a recorded mortgage, deed of trust or other security agreement creating a lien on all or any portion thereof of the Easement Area; the term "Mortgagee" shall mean the mortgagee, beneficiary or other secured party under a Mortgage; the term "Occupant" shall mean any person or entity that, pursuant to a lease, rental arrangement, license of any other instrument or agreement that is entitled to occupy, possess or use all or any portion of the Easement Area; and the term "Lien" shall mean any lien arising under any state or federal law, under any order or judgment of any court, or under any instrument or agreement excluding, however, general real property taxes and assessments not yet due and payable.

b. In the event a Lien or Mortgage is recorded, by or on behalf of or through any action of Grantor, against the Easement Area in violation of subparagraph 7.a above., Grantee shall, within ten (10) days after recordation of such Lien or Mortgage, cause such Lien to be released from the Easement Area. In the event Grantor should fail to cause the Lien or Mortgage to be released as required by this paragraph 7.b., Grantor shall be obligated to pay to or reimburse Grantee all reasonable monies that Grantee incurs in discharging any such Lien or Mortgage, including all costs and reasonable attorneys' fees incurred by Grantee in bonding off, settling, defending against, appealing or in any manner dealing with or effecting the release of such Lien or Mortgage.

8. **Default; Remedies.**

a. In the event a Party undertakes or causes to be undertaken any use or activity in violation of the terms of this Agreement, or in the event of a breach of its representations, warranties or covenants set forth in this Agreement, or in the event of a default by a Party of any of its obligations under this Agreement (a “Defaulting Party”), then the non-defaulting Party, following delivery of its written notice to the Defaulting Party of such violation or default, and a failure by the Defaulting Party to cease such uses and activities violating this Agreement or to cure any such default (as the case may be) within thirty (30) days following receipt of such notice from the non-Defaulting Party (or such longer period as may be reasonably necessary therefor, so long as any such cure shall be commenced within such thirty (30) day period), shall be entitled to rights and remedies available at law or in equity, including without limitation (i) the bringing of legal proceedings for full and adequate relief against the Defaulting Party in law or in equity, including without limitation the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities or uses or otherwise enforce compliance with the requirements of this Agreement, and/or (ii) any other remedy available at law or in equity. Notwithstanding anything set forth herein the contrary, Grantor shall not have the right to terminate this Agreement or the Easement granted herein except after notice and expiration of such cure period after default without cure and, in the event of a dispute regarding the default, final adjudication and expiration of the adequate cure period without cure.

b. The Parties acknowledge that actual or threatened instances of non-compliance with the terms of this Agreement or a default hereunder constitute immediate and irreparable harm, and that it would be difficult to ascertain the exact money damages suffered by a non-defaulting Party in the event of a default. Accordingly, a non-defaulting Party is entitled to invoke the equitable jurisdiction of any court to enforce this Agreement, including, without limitation, specific performance or injunction.

9. **Duration.** This Agreement and the easements and undertakings contained herein shall be perpetual.

10. **Covenants to Run with the Land.** Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) shall (i) constitute covenants running with the land, (ii) bind every person having a fee, leasehold or other interest in any portion of the Grantor Parcel, at any time or from time to time, to the extent such portion is affected or bound by the Easement or rights granted hereunder, or to the extent that the Easement Area (or any portion thereof relocated hereunder) is located, or the rights granted hereunder are to be performed, on such portion, and (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

11. **Notices.** Any notices or statements required or given under this Agreement, unless otherwise provided herein, shall be hand delivered (receipted),

delivered by a nationally recognized courier or sent by United States certified mail (return receipt requested) to the address set forth below, until notice of a different address is given. Notices not hand delivered shall be deemed given one (1) business day after deposit with a nationally recognized, overnight courier or three (3) business days after deposit in the United States mail, properly addressed and with postage prepaid.

12. **No Dedication.** Nothing set forth in this Agreement shall constitute a dedication to any governmental or quasi-governmental entity or other to the public of any right or interest whatsoever in the Easement Area or otherwise in the Grantor Parcel.

13. **No Partnership.** The provisions of this Agreement are not intended to create, and shall not be in any way interpreted or construed to create, for any purpose, a partnership, joint venture or similar relationship between the Parties in the conduct of their respective businesses or otherwise.

14. **Further Action.** The Parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

15. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

16. **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THIS AGREEMENT BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

17. **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, or default of this Agreement, the Party that is the prevailing party in such action or proceeding shall be entitled to recover from the Party that is not the prevailing party in such action, reasonable attorneys' fees and other costs and fees incurred in such action or proceeding, in addition to any other relief to which such prevailing party may be entitled.

18. **Integration; Modification.** This Agreement contains the entire agreement between the Parties hereto with respect to the matters addressed herein. The recitals set forth above are incorporated in this Agreement by this reference. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties and recorded in the Official Records.

19. **Partial Invalidity.** If any term, provision, covenant or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be



invalid, void or unenforceable, then all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20. **Exhibits.** The Parties acknowledge that the exhibits referred to herein are attached and by reference are incorporated herein.

21. **Recording.** This Agreement shall be recorded in the Official Records promptly following its execution by the Parties.

22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]



SIGNATURE PAGE FOR GRANTEE

THE CANYONS RESORT VILLAGE  
ASSOCIATION, INC.,  
a Utah nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ )

: ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_ , by \_\_\_\_\_ as \_\_\_\_\_ of The Canyons Resort Village  
Association, Inc., a Utah nonprofit corporation.

\_\_\_\_\_

\_\_\_\_\_

Notary Public

Residing at: \_\_\_\_\_

\_\_\_\_\_

My commission expires:

\_\_\_\_\_

**EXHIBIT A**

**Description of Grantor Parcel**

**EXHIBIT B**

**Attach Copy of Site Plan**

**EXHIBIT C**

**Description of Easement Area**

**EXHIBIT D**  
**Construction Standards**

**EXHIBIT I.2.3.H**

**[See attached copy of Trail Standards]**



**APPENDIX B**

**TRAIL TYPES**

<b>SOFT SURFACE WIDTH</b>	<b>WIDTH</b>	<b>FINISH SURFACE</b>	<b>CLEARING</b>	<b>OFFSLOPE</b>	<b>EASEMENT</b>
1. Natural Dirt const. 50'	4'-6'	naturally compacted	width: 6'-8' height: 10'	2%+	20' (temp)
2. Wood Chips const. 50'	4'-6'	4" shredded bark	width: 6'-8' height: 10'	2%+	20' (temp)
3. Road Base const. 50'	4'-10'	4"-6"	width: 6'-16' height: 10'	2%+	20' (temp)
4. Crusher Fines const. 50'	6'-10'	4"-6"	width: 10'-16'	2%+	20' (temp)
5. Recycled Asphalt const. 50'	6'-10'	4"-6"	width: 10'-16'	2%+	20' (temp)
<b>HARD SURFACE</b>					
6. Asphalt const. 50'	8"-16"	3" asphalt over 6" compacted base	width: 15"-25"	2%+	20' (temp)

## Construction Specifications for Hard Surface Trails

### UNTREATED BASE COURSE

Untreated base course shall be placed between the subgrade and asphalt surface of the hard surface path and as bedding for any drainage pipes. The subgrade shall be sprayed with a soil stabilant and then a geotextile fabric used between the subgrade and imported gravel, riprap materials and untreated base course materials. The untreated base course shall consist of hard, durable, angular and well graded aggregate which meets the following gradation:

SIEVE SIZE	AVERAGE MAX. SIZE PERCENT PASSING	WIDE BAND PERCENT PASSING
1 inch	100	100
3/4 inch	95	90 to 100
2 inch	85	78 to 90
3/8 inch	74	67 to 81
No. 4	55	48 to 62
No. 16	30	24 to 36
No. 50	20	15 to 25
No.200	8	5 to 11

In addition to meeting the above gradation, the aggregate shall have a percentage of wear not exceeding fifty (50), when tested in accordance with AASHTO Test Method T-96. The material shall have a fracture face equal to 75 %, on one or more sides. The untreated base course shall have a minimum California Bearing Ratio (CBR) value of eighty when tested in accordance with ASTM D-1883.

The untreated base course shall be compacted to a minimum of 95 % of the laboratory maximum dry density as determined in accordance with ASTM D-1557.

### CRUSHER FINES SURFACE

The soft surface will consist of a single layer of crusher fines to provide the gravel path. The crusher fine material shall be composed of hard rock crushed into irregular and angular particles. No rounded material is acceptable. The crusher fines shall meet the following gradation specification:

SIEVE SIZE	PERCENT PASSING
3/8-inch (9.52 mm)	100 %
No. 4 (4.76 mm)	75 to 92 %
No. 8 (2.38 mm)	50 to 72 %
No. 16 (1.19 mm)	38 to 55 %
No. 40 (0.42 mm)	20 to 40 %
No. 100 (0.149 mm)	10 to 22 %

No. 200 (0.074 mm)	8 to 15 %
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The crusher fines shall be placed, graded in one layer, moisture conditioned and compacted to 95 percent of the maximum dry density as determined by ASTM D-1557.

**HOT MIX ASPHALT PAVEMENT**

The hard surface will consist of a dense-graded hot mix asphalt pavement layer composed of aggregate, asphalt cement, lime and other additives. The materials will be mixed at a central asphalt mixing plant. The hot mix asphalt shall be dense-graded (near voidless) as specified in the Utah Department of Transportation (UDOT) Section 424 of the Metric Standard Specifications Book. The asphalt material and the hydrated lime for the asphalt mixture shall be as specified in UDOT Sections 407, 424 and 704 respectively (Copies are provided in Appendix A).

The aggregate shall consist of 100 % virgin aggregate material from crushed stone and gravel. The aggregate shall (1) be clean, hard, durable and sound aggregate free from organic matter or other detrimental substances and be non plastic, (2) use a fine aggregate passing the 3/16 sieve which is clean, hard-grained and angular, (3) aggregate is of uniform density and quality with a minimum dry rodded unit mass of 1200 kg/cubic meter, (4) a maximum mass loss of 16 percent by mass when subjected to five cycles of sodium sulfate, and (5) meets the limits stated in the following table:

	AGGREGATE PROPERTIES	
Test Description	Test Method	3/8 inch nominal Laydown
Two Fracture Face	ASTM D-5821	90 % min.
Fine Aggregate Angularity	AASHTO TP-33	45 min.
Flat and Elongated 1 to 3 ratio	ASTM D-4791	20 % max.
L.A. Wear	AASHTO T-96	35 % max.
Sand Equivalent	AASHTO T-176	60 min.
Natural Fines	None	10 % max.

The aggregate gradations shall be as follows:

	AGGREGATE GRADATIONS (Percent Passing by Dry Mass of Aggregate)	
	SIEVE SIZE	3/8 inch Nominal Size
Control Sieves	12.5 mm	100.0
	9.5 mm	90.0 to 100.0
	4.75 mm	less than 90.0
	2.36 mm	32.0 to 67.0

	0.075 mm	2.0 to 10.0
Caution Zone Boundaries	4.75 mm	-
	2.36 mm	47.2
	1.18 mm	31.6 to 37.6
	0.6 mm	23.5 to 27.5
	0.3 mm	18.7

A minimum of one percent hydrated lime shall be added to the asphalt mixture.

Approved Superpave volumetric mix design will meet the following requirements:

Compaction Stage	Number of Gyration (N)	Percent of G <sub>max</sub> (%)
Initial	6	91.5
Design	50	98.5
Maximum	75	less than 100.0

The voids in Mineral Aggregate (VMA) at Ndesign (Laboratory Mix) shall be 15% minimum.

The asphalt shall be placed as a single 3 inch layer which is the full width of the hard surface, spread on the approved, prepared untreated base course surface by means of a mechanical, self-propelled bituminous paving machine. The asphalt concrete shall be placed to the loose depths required to result in the compacted 3-inch thickness. Asphalt concrete paving shall be placed only between April 15 and October 15 and when the temperature upon which the asphalt concrete is to be placed is at least 50 degrees F. Each individual layer shall be thoroughly and uniformly compacted to a minimum of 97 % of the laboratory maximum as determined in accordance with ASTM D-1559.

The surface of the asphalt concrete layer after compaction shall be smooth and true to established section and grade. The asphalt concrete shall be finished to a smooth uniform line and grade deviations not exceeding one-eighth (1/8) inch, plus or minus, in ten feet. Surface ridges and irregularities shall be eliminated by rolling or other approved methods.

## CONSTRUCTION SPECIFICATIONS FOR SOFT AND NATURAL SURFACE TRAILS

### Soft Surface Trails

Soft surface Trails are suited for trails with moderate use in urban and easily accessed undeveloped areas, but where multiple-use is not provided. This type of trail is especially desired for equestrians. Other uses of soft surface trails include hiking, jogging, biking, baby joggers and nordic skiers.

#### Soft Surface Trail Construction Specifications for Urban Trails:

Soft surface trails shall be constructed with compacted 3/4" minus road base course to a depth of 6", spread over a graded smooth and compacted sub-base that has been treated with a soil sterilant and lined with a geotextile weed barrier fabric. The standard width for most soft surface urban trails is 8' wide within a 20'

casement. All work shall be completed in conformance to District standards and shall be subject to District review and approval.

### Natural Surface Trails

Natural surface trails are suitable for low to moderate use where a natural and undeveloped feel is desired. Natural dirt surface trails accommodate hikers, bikers, equestrians, runners, snowshoers and cross country skiers.

The basic standard for natural surface trails is 4'-6' wide, depending on the volume of use and types of use.

#### Purpose/Goals of Natural Surface Trail Construction.

- To create a long lasting and sustainable trail surface and enhance user enjoyment. Being that a large majority of our trail users are mountain bikers the trails should be designed more towards that type of use.
- To guide and keep users on the most durable part of bench.
- To minimize skidding and other actions that cause premature deterioration of the trail surface.
- To mitigate the effects of erosion by keeping water sheeting to the downhill side if possible to forestall any lengthy erosion issues
- To design and construct trails in a manner that is self sustaining and minimizes future maintenance needs

#### 1. Vegetation Clearing

- All woody vegetation must be cut back on uphill side vertical from the top of the cut slope and angled back 5°.
- Vegetation should be cut back further on the inside of uphill bends and turns, including trees, to allow for better sight distance and clearance on the inside of the turn.
- Trees and large bushes must be cut perpendicular to the longitudinal axis to avoid acute angled cuts.
- All downfall should be cut back two feet above the top of the cut

slope and two feet below the downhill trail edge.

- Hanging downfalls should be cut into pieces so that it rests on the ground.
- Broken and splintered ends of all trees that are within three feet of each side of the bench cut must be cut off.
- Ceiling height should be a minimum of 8'.

#### 2. Bench construction

- Two to four foot bench should be constructed.
- 80% (minimum) to full bench cut
- Bench must be flat and out-sloped 2%-10%.
- Bench must remain flat for a period of time before cupping from users occurs (i.e., setting of fill on the downhill side, ruts, and incomplete cutting.
- Bends and turns should be no more than 2° off-sloped - slightly in-sloped.
- Trail surface should be compacted, especially where the tread is most desirable.
- All spoils from back-slope dressing must be discarded to the downhill side of the trail.
- The berm created from bench excavation must be completely removed and smoothed over so the downhill edge of the trail is flush and in a way that allows complete sheeting of water.
- Undercutting the root systems of trees should be avoided.
- Surface of trail must have finish work completed. This includes raking of rocks, smoothing of irregularities in surface, cutting of roots sticking up in the trail surface that are larger than 1/2" in diameter, cutting the larger roots sticking out from the cut bank, etc. All of this work should be completed in a way that allows for reasonable travel for a medium skilled mountain biker.
- If the cut bank is back-sloped, all spoils must be discarded over the downhill edge of the bench.

### 3. Structures

- Natural material crossings, French drains, etc. should be utilized first where appropriate
- All culverts installed must be armored on both the inlet and outlet. Retaining walls should be used when there is considerable fill or when soil with weak structure is used for fill.
- Bridges should be constructed to a 10,000lb load limit, have 3x8 decking, treated wood must be used, all cut ends must be treated with a wood preservative designed for such application, hot dipped galvanized fasteners (or something comparable.) Abutments, curbs or railings should be used when height exceeds 30", minimum width between curbs should be 4.5'.

### 4. Drainage

- The two primary drainage features to be utilized in the construction of a trail are out-sloping bench and grade reversals. Grade reversals meaning that in the alignment of a trail in the downhill direction, there are short and regular uphill segments designed into the trail to discontinue any flow of water that may occur and to add to user enjoyment. The alignment of a trail should be undulating grades – not linear grades. The steeper the trail the more grade reversals necessary.
- Grade reversals should be used in a continuous manner so that the length of the longest "tread segment" maintains sustainability. (See Troy Parkers book "Natural Surface Trails by Design", chapter 7.)
- Factors such as grade, soil types, canopy cover, amount of use, type of use, amount of water, etc. must be used in determining length of "tread segments".
- Rolling grade dips, as defined by IMBA, may be used only when it is impossible to utilize the primary

drainage features. They must be constructed with significant size and quality to withstand the test of time. The ramp should be compacted using a vibratory plate compactor. The dips should be lenticular shaped and broad to allow for a smooth transition for bikes. Each grade transition should be at least a bike length long with the downside of the ramp twice as long as the dip to help minimize abrupt grade changes.

- Ditches and water bars should never be used for construction.
- The trail alignment should descend into all micro and macro drainages from both sides of the drainage.
- Trail alignment, structures and drainage features should be designed around catastrophic events such as sudden downpours, rapid snow melt, etc.

### 5. Design

- A sinuous alignment (continuous flow and rhythm) is most desirable when planning a trail. Sinuosity should be allowed for when planning grades.
- Sudden changes in flow, sharp bends and turns should be avoided.
- Factors such as soil strength and durability, canopy cover, amount of use, type of use, amount of rainfall and steepness of side slopes should all be considered when determining grade limits.
- Flat areas such as saddles, shoulders and wetlands, and aligning the trail in or close to the fall line should be avoided

### 6. Timing Concerns

- Side veg removal should be 100% completed before finish work on the tread is started.

### 7. Switchbacks and Climbing Turns

- Turns that are easily and smoothly negotiable with a bicycle that blend

into the flow and rhythm of the trail are ideal.

- Uniform or increasing turn radius in the downhill direction is more desirable than decreasing turn radius.
- Climbing turns are preferred when side slope grades are less than 15%.
- The downhill portion of the turn should be out-sloped no more than 2%-0% and slightly in-sloped.
- Grade reversals or nics should be designed into the trail alignment immediately before and after a switchback or climbing turn.
- The elevation gain associated with a turn should be spread out into the uphill and downhill ramps leading into the turn so that all the elevation gain is not in the turn itself.
- All areas of fill must be thoroughly compacted.
- Bermed turns are not required but may be used when appropriately blended into the design and flow of the trail.
- If berms are used they should be constructed in a usable manner (compacted, raked, and shaped appropriately.)

### 8. Storm Water Protection

- The "SWP/ECA Plan For Narrow Backcountry Trails" must be followed, attached as Exhibit \_\_\_\_\_

### Other Trail Construction Considerations

**Vertical Clearance.** Providing adequate vertical clearance for trail users is important to avoid unsafe conditions that can be created by tree branches, culverts, pipes, etc. Suggested vertical clearance is ten (10').

**Horizontal Clearance.** Hard surface trails shall have a minimum two feet(2') horizontal clearance from the edge of the asphalt from the edge of the asphalt. This clear zone shall be free of obstacles and graded with a maximum 1:6 slope. Where the trail is adjacent to slopes steeper than 1:3, a horizontal clearance of five feet (5') shall be maintained from the edge of asphalt to the top of the slope. Even though a five foot (5') clear zone can be provided, all

steep slope situations shall be reviewed on a case by case basis. Other methods of dealing with adjacent steep slopes may include: 1. providing a physical barrier such as a berm, protective railing or dense vegetation. 2. increasing the width of the clear zone.

**Vertical Alignment and Sight Lines for Hard Surface and Soft Surface Trails.** Minimum vertical curve lengths shall be determined according to AASHTO standards. Suggested site distance for bicyclists is 150 feet, and longer if possible at approaches to intersections or other potential hazards. Warning signs should be used in situations where sharp curves or steep inclines are unavoidable.

**Lateral Clearance for Hard and Soft Surface Trails.** Minimum lateral clearance needed for line of sight obstructions on horizontal curves shall be determined according to AASHTO. When minimum lateral clearances cannot be achieved due to limited right of way, or to preserve significant landscape, historical or cultural features the following design alternatives shall be considered case by case. 1. appropriate warning signs. 2. increased width of asphalt through the curve. 3. pavement marked with a solid yellow center line stripe.

**Design Load.** A trail's design load is the maximum weight the trail can carry at any point along its length. Hard and soft surface urban trails must be accessible to emergency and maintenance vehicles, so design loads are based on the mass of those vehicles compared against the combined structural properties of the subgrade, subbase and the surface as one unit. Bridges and boardwalks must also take into account weight loads both for emergency vehicles as well as maintenance equipment necessary to access and maintain the trail.

The typical minimum design load based on the weight loads of emergency and maintenance vehicles is 15,000 pounds. The maximum speed for vehicle equaling the weight of your design load should be 15 miles per hour.

On natural surface backcountry trails, weight loads for bridges should also take into account weight loads for maintenance equipment at \_\_\_\_\_ pounds.

**Retaining Walls.** Retaining walls should be constructed when a slope needs to be stabilized to prevent erosion of the trail and to accommodate the grades required by the

District's standards. Materials for retaining walls will be evaluated and approved by the District on a case by case basis.

**BRIDGES.** Bridges should be used to cross natural or man made drainages which have continual running water, riparian values, large rivines, or when mandated by the Army Corps of Engineers.

Culverts can be used to cross irrigation ditches and small drainages that have little or no riparian/wetland value, or have little year round running water aside from runoff from snowmelt or extreme rainstorm events.

### Bridge Types

For hard surface and soft surface trails, standard bridges can be custom made wooden bridges, or prefabricated factory built steel trusses with wooden decks for longer spans. Natural surface trails typically utilize custom made wooden structures, but on occasion where longer spans exist, it is recommended steel trusses with wooden decks be used.

**Bridge Alignment.** Bridges should be aligned along the path so users don't have to make sharp turns at the ends of the bridge.

**Bridge Materials. Lumber.** All lumber should be of a type of treated wood that is resistant to decay for long term sustainability. Avoid using pressure treated wood with perforations in the wood. A trex type material is also acceptable. Hot dipped galvanized hardware should be used and any screws, bolts must be countersunk to be flush with the wood surface. To minimize maintenance, the wood should not be painted, but sealed with a reputable wood sealant.

### Manufacturers of Steel Bridges:

1. Steadfast Bridges 1-800-828-8038
2. Continental Bridges 1-800-328-2047
3. Town and Country 1-800-328-8829

### Boardwalks

Boardwalks can be used to cross damp or flooded areas with minimal disturbance. A common use is to provide a stable and intrinsically interesting means of access to wetland features, or to cross stream corridors located in wet and sensitive habitats.

Boardwalks are often supported by piers that can be used in wet areas. Pier mount foundations are typically raised above the ground on water level zinc plated piers, making this type more resistant to

### Permitting

Contact the Army Corps of Engineers, State Division of Water Rights and Summit County Engineer for proper environmental permitting.

**Railings.** Railings are used for the safety of trail users where there is more than a 30" vertical elevation above grade at the edge or shoulder of the trail. Railing height for pedestrians and cyclists shall be a minimum of 42" high.

Railings should be constructed with pressure treated lumber or recycled products that are natural in color.

### Fencing

Fences and Railings should blend and enhance the neighborhood through complimentary design. The fence design should accomplish the needs while at the same time maintain aesthetics and remain cost effective.

Fencing can be used for a variety of reasons.

1. **Fencing for circulation.** Fences can be used to control user circulation on public trails within neighborhoods and private properties. Within public trail corridors, short sections of fence can be used to control the movement of users or as aesthetic elements in trailhead designs.
2. **Boundary Fencing.** If public trail alignments introduce public traffic adjacent to a formerly private residence, the cost of a privacy fence will be the responsibility of the developer. The landowner and District should be consulted for input on the fence design. If the landowner requests a fence that is unreasonably more expensive, the landowner should pick up the additional cost.
3. **Fencing for livestock.** Livestock fences should be designed to retain



livestock, and should incorporate aesthetics into the design along public trail corridors. Wooden or T posts can be used with a smooth wire. Wire mesh can be added if necessary. Fencing required due to the changes in land use following plat approval is not the responsibility of the District.

4. Fencing to emphasize boundaries. Public trail corridors can optionally be fenced to delineate or emphasize property lines. This is typically done to protect adjacent landowners from trespassing by trail users. The fence should take into account the maintenance and construction responsibilities of the District.

**SWP/ECA PLAN  
FOR NARROW BACKCOUNTRY TRAILS**

This plan covers narrow (four foot wide or less) backcountry trails. The plan details all necessary controls and measures for protection of the land, in compliance with Summit County Ordinance 381.

**CONCEPT/BMPs**

- The basic trail concept is to provide the finished product while disturbing as little earth as possible; and

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- To build in long-term sustainability (i.e. no erosion) by constructing, as part of the project itself (from inception to completion), permanent erosion control measures, including:
  - 1) Rolling grade dips
  - 2) Check dams
  - 3) Offsloping tread
  - 4) Roughening of downsloping materials
  - 5) Shedding of vegetation to downhill side
  - 6) Drain dips to non-erodible areas

The following descriptions are for trail-specific use of these BMPs, as generally used by the trail building industry.

**Rolling grade dips** are elongated waterbars, widely adopted by trail builders as a better long-term solution than traditional waterbars, as they handle more water and material with little or no ongoing maintenance necessary.

**Check dams** are installed as necessary to slow the flow of water on steeper trails. Generally, however, trails are constructed along a contour, with grades of less than 10%, such that check dams are not necessary.

Pursuant to the Recreation District's Trail Construction Standards, all trails include **offsloping tread**, and **drain dips** where necessary.

**Roughening of adjacent disturbed soils and vegetation scattering to the downhill side** is also mandated in order to control runoff, and is in compliance with the BMSs described in exhibit B to Ordinance 381.

## PLAN

- All backcountry trails will include, to the extent feasible, each of the controls listed above. When trail projects come in contact with roadways or driveways, additional measures pursuant to Ordinance 381 and its exhibits shall be described and used.
- The site will be stabilized during all phases of the construction project, with final removed vegetation scattering and roughening of the disturbed soils at the last phase of construction.
- Bridges, boardwalks, and/or culverts shall be placed across all creeks, ditches, and other wet crossings, as necessary, in compliance with the Recreation District's Trails Master Plan Construction Standards, and all other permitting agencies, as necessary.
- If a trail project is within fifty feet of a road or stream, additional erosion control measures will be instituted. Those include:
  - Reseeding of disturbed areas;
  - Silt fencing, where necessary to retain spoils from eroding to the roadway or stream; and
  - Stabilization within three days of project completion.
- In all areas where cuts of four feet or higher are made, geotextiles or other matting shall be placed on the cut.
- Pursuant to code, stabilization measures shall be in place within five days of project completion.

# TRAIL MAINTENANCE GUIDELINES

## SNYDERVILLE BASIN RECREATION DISTRICT

### Natural Surface Trails

#### 1. Drainage and Tread Issues

The scope of work this section pertains to matters related to quality of the trail surface and the actions to be taken to correct problems.

- It is impractical to deal with every issue that arises. Small issues are always present and it is impossible to correct every one. Issues such as severe cupping of the tread, extensive settling of the tread/bench, severe brake ruts, continuous or severe erosion problems, issues that lead to trail widening, seeps that keep the trail wet for extended periods after a storm, etc., all should be evaluated for repair work. Criteria used to determine the feasibility of tread repairs are: length, depth, and location of problem, does it appear that the problem will evolve into a larger issue soon or will it maintain the condition it is in for an acceptable period of time before it gets severe,...
- The primary method used to impede water damage to a trail is to incorporate rolling grade dips as defined by IMBA in the "Trail Solutions" handbook. These should be constructed on an as needed basis as determined by the Trails Maintenance Coordinator or Trails Project Manager. When built, they should be constructed with significant size to provide a smooth transition experience for mountain bikers traveling at a reasonable speed for the particular trail. The ramp should be compacted using a vibrating plate compactor. The backside of the ramp should be at least twice as long as the uphill side to provide a smooth transition. The dip should be broad and lenticular in shape with the broad open side of the nic on the downhill side of the trail and with a 15% outslope. The length of each grade change should be approximately one bike length (axle to axle). The depth must be adequate to trap and deflect water off the trail; the grade of the trail will determine this.
- "Nics" should be used with restraint as they are a very temporary fix. An appropriate use for a nic is to drain a large puddle.
- Rocks are and should be a part of the natural surface trail experience. It is not part of the regular maintenance plan to remove rocks from a trail. Rocks that are imbedded in the soil help add stability to the tread and also a technical challenge to users. Loose rocks are also a part of the trail experience, especially in rocky soils, and will not be removed on a regular basis. The only rocks that should be removed are the ones that divert users off the tread.
- Cupping of the tread is an inherent problem with natural surface trails that occurs from erosion, compaction of soil and displacement of soil from use. When the cupping becomes extensive enough to address, in length and/or depth, the trail should be re-graded to flat surface with 2 to 10% out slope. This can be accomplished by grading the sides down to the low level of the cupping or the sides can be graded toward the middle or cupped area and used as fill in the cupped area. When the fill technique is used, most of the

vegetation matter must be removed and the fill must be thoroughly compacted using a vibrating plate compactor. When both sides of the cupped tread are graded to the bottom of the cupping, the berm that is left behind should be completely removed.

- If needed, structures such as culverts, bridges, boardwalks, armored crossings, turnpikes, etc. should be built to help mitigate tread damage due to water.

## 2. Clearing Deadfall and Blow downs

The scope of work this section pertains to matters related to trees that are knocked down into the trail corridor and the actions taken to remove them.

- This is done routinely each spring on the trails where this is a re-occurring problem. It is also done on an as need basis depending on storms that pass through the area.
- Down-falls are to be cut back two feet from the trail edge.
- All cuts are to be made perpendicular to the longitudinal axis of the tree to avoid acute angled ends.
- Broken and splintered ends of trees in the trail corridor are to be cut off.
- Trees hanging over the trail are to be cut down when they are less than 8' high and/or are not securely anchored.

## 3. Wooden Bridges and Other Structures

- Inspected once a year for structural and safety considerations. Repairs such as repairing/replacing broken parts and tightening fasteners are done as needed.
- Wood is to be treated with a UV resistant stain every three to four years or more frequent where there is a higher level of exposure to the sun.
- The transitions between the trail and bridge deck should be maintained in a smooth manner. Soil is to be added when the edge of the decking sticks up more than one inch.

## 4. Cutting Back Vegetation Overgrowth

- The woody vegetation that grows into the path of trail users is to be cut back every two to three years or as needed to maintain the sight distances and alignment of the trail.
- Grass and annual forbs are not of concern.
- The woody plants are to be cut back in a vertical plain one to two feet from the edge of the "tread" created by users to a height of eight feet. They should be cut back more on the inside of turns and bends in the trail if needed to increase sight distances and minimize blind spots.
- Saplings and small trees growing immediately adjacent to the edge of the tread should also be out.
- Mostly the uphill vegetation should be the target. Unless a plant growing on the downhill side of the trail is an obstruction to users it should left alone. This will help influence the users to stay on the durable part of the bench.

## 5. Noxious Weed Control

- Noxious weeds should be controlled by spraying with herbicides in accordance with the trail departments "Weed Spraying Guidelines".
- This is done on an as needed basis.

#### 6. Trash and Mutt Mitt Stations

- This is done on a weekly or as needed.
- The dispensers should be kept supplied with bags.
- The waste receptacles are to be kept from overflowing.
- Checking and performing maintenance on the stations (such as tightening fasteners and treating the wood posts) is to be done on an as needed basis
- Trash along the trail alignment should be picked up as needed to keep a clean appearance and safe passage for users.

### Soft Surface Trails

#### 1. Re-Grading of Trail Surface

- This is to be done once a year in the spring to all soft surface trails or as needed throughout the year depending on weather events that may lead to deterioration of the trail surface.
- The use of a ground planer or other type of blade that leaves the material in place is best to level out the ruts and foot prints.
- If the soil moisture content is right then a vibrating roller compactor should be used following the grading process.

#### 2. Mowing Sides of trails

- This is done once to twice a year when the grasses and other vegetation matures along side of the trails.
- It should be cut up to four feet in width along each side. The width depends on the conditions along the trail (steep side slopes, landscaping, trees, etc.).
- The cuttings must be raked off to the side of the trail.

#### 3. Clearing Deadfall and Blow Downs

- This is done on an as needed basis.
- The guiding principles for this are the same as for natural surface trails except for trees hanging over the trail. They should be cut down so they do not present a hazard to trail users.

#### 4. Cutting back Vegetation Overgrowth

- This is done on an as needed basis
- The guiding principles for this is the same as for natural surface trails.

#### 5. Tread and Drainage Issues

- All soft surface trails are to be inspected each spring and also after any major weather event or utility work that could cause damage to the trail surface.
- Trail surface issues are to be repaired on an as needed basis.
- All repairs need to restore the damaged section back to its original state, i.e. Width, depth, material type, and compaction. The repaired section should transition smoothly into the existing trail.

#### 6. Noxious Weed Control

- Only the plants on the counties noxious weed list and plants growing in the trail surface are to be controlled.
- This is done at least twice per year along each trail as different plants have different germination times and times of susceptibility to herbicides.

- Only the plants growing in the twenty foot maintenance right of way are to be controlled.
  - Processes used are to be consistent with the trail departments "Weed Spraying Guidelines".
7. Trash and Mutt Mitt Stations
    - This is done on a weekly or as needed basis.
    - The dispensers should be kept supplied with bags.
    - The waste receptacles are to be kept from overflowing.
    - Checking and performing maintenance on the stations (such as tightening fasteners and treating the wood posts) is to be done on an as needed basis
    - Trash along the trail alignment should be picked up as needed to keep a clean appearance and safe passage for users.
  8. Bridges
    - All wooded structures and bridges are to be inspected once per year for structural and safety concerns. All broken parts, loose fasteners, etc. are to be replaced, repaired or tightened on an as needed basis.
    - All wooden parts are to be treated with a UV resistant stain every two to three years or more frequent if needed, depending on exposure to the sun and other factors that may deteriorate the finish.
    - The transitions between the trail and bridge deck should be maintained in a smooth manner. Road base should be added if the edge of the bridge sticks up more than one inch.
  9. Maintaining Drainage
    - The trail surface is to be maintained in a manner to keep water from accumulating on the trail surface or eroding the trail surface. This is accomplished by maintaining a centered crown or off-slope to the trail, adding material to fill in low spots, creating and maintaining a swale along the trail edge, adding culverts or drain pipes as needed, etc.

### Hard Surface Trails

1. Sweeping Trails
  - The asphalt surface should be swept with a power sweeper each spring and on a monthly basis or as needed thereafter.
  - A reasonable job must be accomplished removing most of the gravel, sand, and mud deposits to each edge.
2. Mowing Sides of Trails
  - This is done the same as for soft surface trails.
3. Re-Grading of Soft Surface Trail
  - This is to be done once a year in the spring to all soft surface trails or as needed depending on weather events that may lead to deterioration of the trail surface.
  - The use of a ground planer or other type of blade that leaves the material in place is best to level out the ruts and foot prints.

- If the soil moisture content is right then a vibrating roller compactor should be used following the grading process.
4. Clearing Deadfall and Blow Downs
    - This is done on an as needed basis.
    - The guiding principles for this is the same as for soft surface trails
  5. Cutting back Vegetation Overgrowth
    - This is done on an as needed basis.
    - This is the same as for soft surface trails.
  6. Trail surface and Drainage Issues
    - All hard surface trails are to be inspected each spring and also after any major weather event or utility work that could cause damage to the trail surface and it's shoulders.
    - Trail surface and shoulder issues are to be fixed on an as needed basis.
    - All repairs need to restore the damaged section back to its original state, ie. Width, depth, material type, compaction, and transitioning smoothly to the existing trail.
    - A solid shoulder is to be maintained along the entire length of a hard surface trail in a manner that supports the edge of the asphalt and keeps water from accumulating along the asphalt edge.
    - The swales along asphalt trails are to be maintained in a manner that keeps water from accumulating or undercutting the edge of the asphalt.
    - The asphalt surface is to be inspected each spring for repair work. Surface damage is noted and scheduled for repair work. Areas of trail that exhibit pavement failure (alligator cracking, etc.) or have extensive cracking along the edges should be repaired by saw cutting and removing the cracked asphalt and any contaminated road base. The road base is replaced to a depth of six inches and thoroughly compacted. The asphalt is replaced to a depth of three inches of hot mix asphalt (composition in accordance with the Community Design and Development Standards) and thoroughly compacted. The cut edges should be primed with a tack coat prior to placement of the new asphalt.
    - Every hard surface trail is to be scheduled for crack sealing every year. The process should include cleaning of the cracks from all loose material and plant matter and a Hot Pour crack sealer applied keeping the sealant as flat and flush to the trail surface as possible.
    - Each trail is on a schedule for seal coating. Seal coat should be applied to the asphalt surface 12 to 24 months after construction is completed and then subsequently every four to six years after the initial application. The process should include cleaning of the asphalt surface by sweeping, blowing, power washing or any combination of the above and two coats of suitable seal coat material applied.
  7. Noxious Weed Control
    - Only the plants on the counties noxious weed list and plants growing in the trail surface are to be controlled
    - This is done at least twice per year along each trail as different plants have different germination times and times of susceptibility to herbicides



- Only the plants growing in the twenty foot maintenance right of way are to be controlled
- Any plants growing in the trail surface should be controlled. Any asphalt damage that is due to plants growing through the asphalt must be repaired by removing the bubbled up asphalt and adding new material.
- A six inch swathe along the edges of the asphalt should be sprayed each spring with a mix of pre-emergent and a non-selective herbicide to keep vegetation from contaminating the road base and damaging the asphalt. An additional application of a non-selective herbicide may be applied later in the season if needed.

#### 8. Trash and Mutt Mitt Stations

- The guiding principle for this is the same as for soft surface trails.
- Trash along the trail alignment should be picked up as needed to keep a clean appearance and safe passage for users.

#### 9. Bridges

- All wooded structures and bridges are to be inspected once per year for structural and safety concerns. All broken parts, loose fasteners, etc. are to be replaced, repaired or tightened on an as needed basis.
- All wooden parts are to be treated with a UV resistant stain every two to three years or more frequent if needed, depending on exposure.
- The transitions between the trail and bridge deck should be maintained in a smooth manner.

#### 10. Maintaining swale, retaining walls, culverts, slopes, etc.

- Every trail is inspected once a year for the items listed above.
- All culverts should be kept clear of debris that restricts normal flow of storm water.
- A swale must be maintained on the uphill side of trails that keeps water from coming into contact with the asphalt.
- Retaining walls repaired as necessary to maintain stability and aesthetics.
- Slopes on the up hill and downhill sides of the trail are to be maintained (cut back, filled, etc.) to maintain integrity and width of the trail.

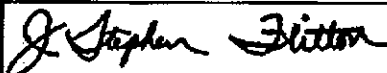
#### Trailheads

1. All trailheads are checked on a daily or as needed basis. The duties are scheduled daily, weekly, monthly, annually or as needed.
  - Daily chores and cleaning the restroom include
    - a. Clean all chrome and steel surfaces
    - b. Check restroom floor, walls, dispensers, and the rest of the restroom facility and clean as needed
    - c. Check and replace any paper products and soap as needed.
    - d. Check and pick up any garbage or out of place items in the trailhead area.
    - e. Keep storage closet clean and tidy.
  - Weekly chores include
    - a. Spray weeds as needed along the pathways and natural areas.
    - b. Mow turf area

- c. Check and empty garbage cans as needed.
- d. Check and maintain mutt mitt stations the same as for natural surface trails.
- e. Check pavilion, tables and floors and power wash as needed.
- f. Water the flowers.
- g. Sweep the parking areas, pavilion, sidewalks, and deck surrounding restroom with power blower.
- h. Check and clean water fountain as needed.
- Monthly chores include
  - a. Check sprinkler system for leaks and breaks
  - b. Check and reset sprinkler timers as needed
- Annual duties include
  - a. Turn on/off sprinkler system. Always check the system when turning it on and set the timers. Blow out the system with a compressor when turning it off.
  - b. Fertilize the turf spring/fall.
  - c. Clear tree wells. Keep them dished out and free from grass and other vegetation.
  - d. Fertilize and prune trees.
  - e. Treat wood on bathroom and pavilions as needed.
- Other regularly scheduled duties

**EXHIBIT I.2.3.I**

**[See attached form of Insurance Requirements]**

<b>CERTIFICATE OF INSURANCE</b>		Issue Date			
<b>Producer</b> Utah Local Governments Trust PO Box 540610 North Salt Lake, Utah 84054-0610		1/23/2008			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
<b>Insured</b> Snyderville Basin Recreation Dist PO Box 980127 Park City, UT 84098	<b>COMPANIES AFFORDING COVERAGE</b>				
Company A	Utah Local Governments Trust				
Company B					
Company C					
Company D					
<b>COVERAGES</b>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
<b>CO</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE</b>	<b>POLICY EXPIRATION</b>	<b>ALL LIMITS</b>
A	General Liability Claims Made Occurrence	13760-GL2007	12/15/03	Continuous	General Aggregate <span style="float: right;">\$2,000,000</span>
A	Auto Liability Any Auto All Owned Autos Scheduled Autos	13760-GL2007	12/15/03	Continuous	Combined Single Limit <span style="float: right;">\$2,000,000</span> Bodily Injury per Person Bodily Injury per Accident Property Damage
	Workers' Compensation and Employers' Liability				Statutory As Per Utah Law
	Auto Physical Damage				Deductible Comprehensive Collision
	Property				Deductible Coverage
	Other				
<b>DESCRIPTION</b>					
Confirmation of General Liability Coverage for Snyderville Basin Recreation District.					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
Snyderville Basin Recreation District PO Box 980127 Park City, UT 84098			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			<b>AUTHORIZED REPRESENTATIVE</b>		
			 J. Stephen Flitton, President/Executive Director		