

WHEN RECORDED, RETURN TO:

Parsons Behle & Latimer
One Utah Center
201 South Main Street, Suite 1800
Post Office Box 45898
Salt Lake City, Utah 84145-0898
Attention: Shawn C. Ferrin

ENTRY NO. 01003961

09/29/2014 03:18:16 PM B: 2259 P: 0231

Agreement PAGE 1/15

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 40.00 BY U S TITLE OF UTAH



Space above for County Recorder's Use

ACCESS AND PARKING EASEMENT AGREEMENT

THIS ACCESS AND PARKING EASEMENT AGREEMENT (“**Agreement**”), dated September 29/14, 2014 (“**Effective Date**”), is between TCFC PROPCO LLC, a Delaware limited liability company (“**Grantor**”), and the THE CANYONS GOLF HOLDINGS, LLC, a Utah limited liability company (“**Grantee**”), with reference to the following:

A. Grantor is the owner of certain real property located in Summit County, State of Utah, more particularly described on **Exhibit A** attached hereto and made a part hereof (“**Grantor Property**”), and Grantee is the owner of certain real property located adjacent to the Grantor Property, more particularly described on **Exhibit B** attached hereto and made a part hereof (“**Grantee Property**”). The Grantor Property and Grantee Property are contiguous and are generally depicted and identified on **Exhibit C** attached hereto and made a part hereof (“**Site Plan**”).

B. Grantor and Grantee are parties to a Property Exchange Agreement, dated as of the Effective Date (“**Exchange Agreement**”), wherein pursuant to Section 3.(c) of the Exchange Agreement, Grantor agreed to grant to Grantee an access and parking easement as provided for in this Agreement (“**Easements**”).

C. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, the Easements on, over, across, and through the Grantor Property at the locations and upon the terms and conditions set forth in this Agreement, in order to satisfy Section 3.(c) of the Exchange Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, Grantor and Grantee hereby agree as follows:

1. Grant of Easements. Subject to the terms and conditions of this Agreement, Grantor grants and conveys to Grantee the following easements: (a) a non-exclusive easement and right-of-way for the limited purposes of ingress and egress by vehicular and pedestrian traffic upon, over, and across that portion of the Grantor Property depicted and identified on the Site Plan as the “Access Road”, but only to the extent such portions are actually constructed in accordance with Section 8 (“**Access Road**”); and (b) a non-exclusive easement and right-of-way for vehicular parking upon, over, and across that portion of the Grantor Property depicted and identified on the Site Plan as the “Parking Areas”, but only to the extent such portions are actually constructed in accordance with Section 8 (“**Parking Areas**”). The easements granted and conveyed under this Section 1 are collectively referred to in this Agreement as the “**Easements**”.

2. Grantee's Use of Access Road. Grantee and the Benefited Parties (as defined below) shall have the right and easement, in common with others, to utilize the Access Road for pedestrian and vehicular access, including, but not limited to, automobile, truck, and other street-legal wheeled conveyances, and to "maintain, improve, replace, and repair the Access Road and any sidewalks and other related surface improvements constructed within the Access Road, including, but not limited to, signs, markers, monuments, landscaping, retaining walls and other improvements necessary for the Access Road" ("**Access Easement Improvements**"). To the extent any portion of the Access Road is improved with sidewalks or other similar improvements, including certain of the Access Easement Improvements, evidencing that a portion of the Access Road is to be utilized by pedestrians and not by automobiles, trucks, and other street-legal wheeled conveyances, such portion of the Access Road shall not be utilized by automobiles, trucks, and other street-legal wheeled conveyances.

3. Grantee's Use of Parking Areas. Grantee and the Benefited Parties shall have the right and easement, in common with others, to utilize the Parking Areas for vehicle parking only, including, but not limited to, the parking of automobiles, trucks, and other street-legal wheeled conveyances. To the extent any portion of the Parking Areas are improved with sidewalks, curbs and gutters, or other similar improvements evidencing that a portion of the Parking Areas are to be utilized by pedestrians and not by automobiles, trucks, and other street-legal wheeled conveyances, such portion of the Parking Areas shall not be utilized by Grantee and the Benefited Parties. There shall be no charge to Grantee and the Benefited Parties for parking in the Parking Areas, unless required under a separate instrument recorded against the Grantor Property or otherwise required by law.

4. Easements Appurtenant to the Grantee Property; Benefited Parties. The Easements shall be appurtenant to and run with the land and constitute a portion of the Grantee Property. The Easements shall be restricted to the use and benefit of the following parties ("**Benefited Parties**"):

- (a) Grantee and its respective successors and assigns; and (b) all employees, contractors, and agents of Grantee.

5. Grantor's Reservation of Rights. Subject to the terms, conditions, and provisions of this Agreement, Grantor reserves unto itself (and, to the extent Grantor has granted easement rights in the Grantor Property to a third party ("**Easement Holder**"), the Easement Holder) and its tenants, successors, assigns, employees, contractors, and agents, forever, the right to: (i) cross over, on, across, under, and through the Grantor Property, the Access Road, the Access Easement Improvements, and the Parking Areas; (ii) make any improvements, adjustments, revisions, repairs, maintenance, replacements, relocations, and to perform any and all other actions necessary or desirable with respect to the Grantor Property, the Access Road, the Access Easement Improvements, and the Parking Areas, as Grantor and Easement Holder may see fit, in its sole and absolute discretion; and (iii) grant any other easements over, on, across, under, through, and in connection with the Grantor Property, so long as such uses, improvements, and additional easements do not materially and adversely impair or diminish Grantee's or the Benefited Parties' use of the Access Road, the Access Easement Improvements, and the Parking Areas for the purposes granted in this Agreement.

6. Relocation. Grantor, for itself and Easement Holder, reserves the right to relocate the Easements and any of the Access Road, the Access Easement Improvements, and the Parking Areas, at Grantor's or the Easement Holder's cost and expense; provided, however, that such

relocation shall not materially and adversely impair or diminish Grantee's or the Benefited Parties' ability to continue to access and use the Access Road, the Access Easement Improvements, and the Parking Areas for the purposes granted in this Agreement. Prior to any relocation of the Easements or any portions of the Access Road, the Access Easement Improvements, or the Parking Areas, Grantor will provide a reasonably detailed depiction of the proposed relocation of the Easements and the impacted portion or portions of the Access Road, the Access Easement Improvements, and the Parking Areas, for Grantee's review and input. Afterward, Grantor, Easement Holder and Grantee shall exercise good faith efforts to meet and foster a cooperative and reasonable environment during the review and input process in order to determine the most suitable area on the Grantor Property to relocate the Easements and any applicable portions of the Access Road, the Access Easement Improvements, and the Parking Areas that may be affected, however, the ultimate and final decision regarding any relocation of the Easements and any portion of the Access Road, the Access Easement Improvements, and the Parking Areas shall be unilaterally made by Grantor or Easement Holder, in its sole and absolute discretion.

7. Grantor's Protection of Grantor Property. Notwithstanding anything in this Agreement to the contrary, Grantor and Easement Holder shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Agreement to use the Access Road, the Access Easement Improvements, the Parking Areas, and all other portions of the Grantor Property from using the Access Road, the Access Easement Improvements, the Parking Areas, and the Grantor Property for ingress, egress, parking, or any other unauthorized purpose. Subject to any limitations or requirements of any applicable governmental authorities and governmental regulations, such steps may include, without limitation, the construction of fences, walls, or barricades along or within any portion of the Grantor Property; provided, however, that any steps taken by Grantor or Easement Holder that shall cause a material and adverse impairment of the Easements and rights granted in favor of Grantee and the Benefited Parties under this Agreement shall require Grantor or Easement Holder to provide a reasonable alternative to Grantee and the Benefited Parties within the Grantee Property, in order to provide Grantee access to and from the Grantee Property and "Lower Village Road", as the Lower Village Road is identified on the Site Plan.

8. Construction and Maintenance. The Access Road, the Access Easement Improvements, and Parking Areas shall be constructed and completed at Grantee's sole cost and expense and in accordance with Grantee's overall development plans for the Grantee Property. Following completion, Grantee shall maintain the Access Road, the Access Easement Improvements, and Parking Areas in good condition and repair and in a condition consistent with and similar to other comparable areas within Canyons resort. Any maintenance work undertaken by Grantee on the Access Road, the Access Easement Improvements, and Parking Areas shall be performed diligently and shall not unreasonably interfere with Grantor's use of the Grantor Property. Any work necessary to construct and maintain the Access Road, the Access Easement Improvements, and Parking Areas shall be performed by Grantee or caused to be performed by Grantee in a good and workmanlike manner free of liens and defects, by qualified contractors, and with all necessary licenses, permits, and governmental and quasi-governmental authorizations having been obtained in advance. Grantee shall give Grantor at least 20 days advance written notice of Grantee's intention to maintain, alter, repair, or relocate the Access Road, the Access Easement Improvements, and Parking Areas.

9. Taxes. Grantor and Grantee shall timely pay all property taxes and assessments of their respective properties, including their own respective easements. Notwithstanding the foregoing, neither Grantor nor Grantee shall have an obligation to pay property taxes during any formal appeal or protest, so long as such party pays, at its sole cost and expense, all penalties and interest assessed thereon and pays such taxes in full prior to the date of any tax sale.

10. Default by Grantee. In the event of a default by Grantee of any of the easements, restrictions, rights, burdens, obligations, and interests granted or otherwise set forth in this Agreement, Grantor shall, following written notice of such default and a failure to cure the default on or before fifteen days following delivery of such notice to Grantee, be entitled to institute proceedings (at law or in equity) for full and adequate relief, and/or compensation from the consequences of such default, which remedies shall include, but not be limited to, the right to specific performance and injunctive relief and shall be in addition to and not in lieu of any rights or remedies to which Grantor may be entitled.

11. Indemnity. Grantee shall indemnify, defend, and hold harmless Grantor of, from and against all claims for mechanics' liens, personal injury, or property damage resulting from Grantee's use of the Easements, the Access Easement Improvements, the Access Road, the Parking Areas, and the underlying applicable portions of the Grantor Property, as permitted by and provided for in this Agreement, to the fullest extent that any such claims arise from or occur by, though, or under Grantee. In addition, Grantee shall indemnify Grantor from and against any and all liabilities, damages, penalties, and judgments arising from injury to person or property sustained by anyone in and about the Easements, the Access Easement Improvements, the Access Road, the Parking Areas, and the underlying applicable portions of the Grantor Property resulting from any act or omission or omissions of Grantee, the Benefited Parties, or Grantee's officers, agents, servants, employees or contractors.

12. Insurance. Grantee shall provide, at its sole cost and expense, and keep in full force during the existence of this Agreement the following insurance:

(a) General liability insurance, in an amount not less than \$5,000,000.00 per occurrence and \$5,000,000.00 as an annual aggregate, which amount shall be adjusted annually for inflation, and which is otherwise in a form commercially reasonable in accordance with local standards with respect to injury to or death of any one or more persons in any one accident or other occurrence, and damages to property within the Grantor Property.

(b) Worker's compensation insurance, as required by any applicable law or regulation, including, but not limited to, worker's compensation insurance for anyone directly or indirectly employed by Grantee or the Benefited Parties and anyone for whom Grantee or its contractor may be liable for worker's compensation claims that may arise out of or result from work performed pursuant to this Agreement and/or usage of the Easements, and in the event any work is subcontracted, Grantee and its contractors shall require all subcontractors similarly to provide worker's compensation insurance for each subcontractor's employees and anyone directly or indirectly employed by such subcontractors and anyone for whom such subcontractors may be liable for worker's compensation claims that may arise out of or result from work pursuant to this Agreement and/or usage of the Easements.

(c) The insurance required by this Section 12 shall not be canceled without thirty 30 days' written notice to Grantor. The policy of insurance described in this Section 12 shall name the Grantor and Grantee as additional insureds as their respective interests may appear. Neither Grantor nor Grantee shall have any liability to any other party, or to any third-party, for any accident, loss, or damage of any nature occurring as a result of any act or omission of such party. All insurance policies described in this Section 12 shall be endorsed to be primary to, and shall receive no contribution from, any insurance policies or self-insurance programs afforded to or available to Grantor. All insurance policies described in this Section 12 shall be carried by an insurance company or companies that are, at all times, qualified to do business in the State of Utah and, at all times, have a Best's Key Rating Guide Property-Casualty United States rating of at least an A and a financial rating of VIII (based on the most current edition of A.M. Best's Key Rating Guide). If the insurance policies required under this Section 12 do not contain the standard ISO separation of insureds provision, or a substantially similar clause, Grantee shall cause such policies to be endorsed to provide cross liability coverage. Any such deductibles shall be paid for, assumed by, for the account of, and at Grantee's sole risk. Grantee shall supply Grantor with certificates furnished on a form reasonably acceptable to Grantor with respect to all insurance required by this Section 12, and with a copy of the insurance policies.

13. Covenants to Run With the Land. The easements, restrictions, rights, burdens, obligations, and interests granted or otherwise set forth in this Agreement shall run with, benefit, and burden the Grantor Property and the Grantee Property, and shall inure to the benefit of and be binding upon Grantor, Grantee, and their respective successors and assigns, and any other person acquiring, leasing, or otherwise owning any interest in the Grantor Property or Grantee Property, and shall inure to the benefit of the Benefited Parties and the grantees of the Easements under this Agreement, as applicable, and each of their authorized tenants, licensees, guests, and invitees. The Easements shall burden the Grantor Property, as the servient estate, and benefit the Grantee Property, as the dominant estate.

14. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Grantor Property, the Grantee Property, the Access Road, or the Parking Areas to or for the general public or for any public purpose whatsoever, it being the intent of Grantor and Grantee that this Agreement be strictly limited to and for the purposes expressed in this Agreement.

15. Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be delivered by personal delivery, overnight mail, or delivery service, electronic transmission (provided that a copy thereof shall be sent concurrently to the intended recipient by one of the other methods provided herein), or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Grantee:

The Canyons Golf Holdings, LLC
Summit County
60 N. Main Street
P.O. Box 128
Coalville, UT 84017
Attention: Jami Brackin
E-Mail: jbrackin@summitcounty.org

If to Grantor:

TCFC PropCo LLC
Attention: Justin Atwater
1840 Sunpeak Drive, Suite A-201
P.O. Box 680033
Park City, Utah 84098
E-Mail: JAtwater@TC-FC.com

With a required copy to:

Shawn C. Ferrin
Parsons Behle & Latimer
One Utah Center
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
E-Mail: sferrin@parsonsbehle.com

With a required copy to:

Vail Resorts Management Company
390 Interlocken Crescent
Broomfield, Colorado 80021
Attn: Legal Department
Email: legalnotices@vailresorts.com and
MWarren@vailresorts.com

or to such other addresses as Grantor or Grantee may from time-to-time designate by notice in writing to the other parties. Any such notice, request, demand, or communication shall be deemed to have been given on the date of mailing. The refusal to accept delivery by any party to this Agreement or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 15 shall constitute delivery.

16. No Relationship. Grantor and Grantee do not, by this Agreement nor by any of their acts, become principal and agent, limited or general partners, joint ventures, or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

17. Force Majeure. Grantor and Grantee shall be excused from performing any of their respective obligations or undertakings set forth in this Agreement, except any obligations to pay any sums of money under this Agreement, so long as the performance of any such obligation or undertaking is prevented or delayed by an act of God, weather, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, or order of government or civil defense authorities. If either Grantor or Grantee claim a force majeure delay under this Agreement, then they shall give written notice of such delay to the other party promptly after the occurrence of such force majeure event, which notice shall set forth the anticipated length of such delay which has been caused by such force majeure event.

18. Authority. Grantor and Grantee represent and warrant to each other that they have the right, power, legal capacity, authority, and means to enter into and perform this Agreement and that, to the best of their knowledge, the same will not contravene or result in the violation of any indenture, mortgage, deed of trust, lease, contract, instrument, agreement, order, judgment, award, decree, law, rule, or regulation to which Grantor or Grantee may be subject or by which the assets of Grantor and Grantee may be bound. Grantor and Grantee further represent and warrant to each

other that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement between Grantor and Grantee, enforceable in accordance with its terms. Grantor and Grantee shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the Easements as contemplated under this Agreement and the Exchange Agreement, and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by either of Grantor and Grantee in order to fully carry out the easements and use rights contemplated by this Agreement and the Exchange Agreement.

19. Enforcement. Grantor and Grantee shall each have the full power and authority to enforce compliance with this Agreement in any manner provided for in law or in equity, including, without limitation, the right to bring an action for damages, to enjoin any violation, or specifically enforce the provisions of this Agreement.

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

21. Limitation of Liability. Neither the employees or agents of Grantor or Grantee, or the members, managers, employees, or agents of any of the parties to this Agreement, shall be liable under this Agreement and Grantor and Grantee shall look solely to the assets of the parties to this Agreement, as the case may be, for the payment of any claim or the performance of any obligation under this Agreement.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, executors, administrators, successors, legal representatives, and assigns. At such time as Grantee no longer owns the Grantee Property, or in the event of Grantee's transfer of title or interest to any specific portions thereof to a third-party purchaser, all of the owners of the Grantee Property and any owners' associations that may be created to manage the Grantee Property shall assume automatically the benefits of and be responsible for all of Grantee's rights, covenants, benefits, responsibilities, and duties in connection with this Agreement. The liabilities and obligations contained in this Agreement, if any, to be performed by Grantee, shall, subject as aforesaid, be binding upon Grantee's successors and assigns, only during their respective periods of ownership. At such time as Grantor no longer owns the Grantor Property, or in the event of Grantor's transfer of title or interest to any specific portions thereof to a third-party purchaser, all of the owners of Grantor Property and any owners' associations that may be created to manage the Grantor Property shall assume automatically the benefits of and be responsible for all of Grantor's rights, covenants, benefits, responsibilities, and duties in connection with this Agreement, and Grantor shall be released and relieved from and after the date of such transfer of all liability and obligations, if any, thereafter to be performed. The obligations contained in this Agreement, if any, to be performed by Grantor, shall, subject as aforesaid, be binding upon Grantor's successors and assigns, only during their respective periods of ownership.

23. Interpretation. The section and paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation

and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

24. Duration and Amendment. This Agreement shall be recorded in the official records of the Summit County, Utah Recorder (“**Official Records**”). Notwithstanding anything within this Agreement to the contrary, Grantor and Grantee may terminate this Agreement only by a written notice of termination executed by the parties, and recorded in the Official Records. Grantor and Grantee may amend this Agreement only by a written instrument executed by the parties, and recorded in the Official Records.

25. Partial Invalidity. If any provision of this Agreement or the application thereof to Grantor, Grantee, or any person or circumstance shall to any extent be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute the Agreement.

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

28. Recitals and Exhibits Incorporated. Grantor and Grantee acknowledge and agree that the Recitals set forth in this Agreement are true, accurate, and correct and that the Recitals and the Exhibits attached to this Agreement are incorporated herein by this reference and are hereby made a part of this Agreement.

(Intentionally Blank – Signature Pages and Acknowledgments to Follow)

SIGNATURE PAGE FOR TCFC PROPCO LLC

GRANTOR has executed this Access and Parking Easement Agreement as of the Effective Date.

GRANTOR:

TCFC PROPCO LLC,
a Delaware limited liability company

By: TCFC Finance Co LLC, a Delaware limited
liability company
Its: Manager

By: 
Print Name: Mauricio Pons
Title: AUTHORIZED OFFICER

STATE OF Utah)
COUNTY OF Summit) : ss.

The foregoing instrument was acknowledged before me this 17th day of Sept, 2014,
by Mauricio Pons, the Authorized Officer of TCFC Finance Co LLC, a
Delaware limited liability company, the Manager of TCFC PropCo LLC, a Delaware limited
liability company.



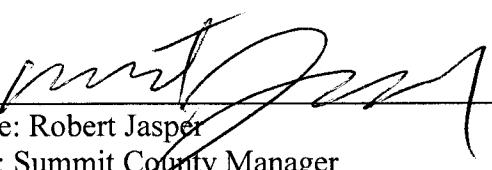
SIGNATURE PAGE FOR THE CANYONS GOLF HOLDINGS, LLC

GRANTEE has executed this Access and Parking Easement Agreement as of the Effective Date.

GRANTEE:

THE CANYONS GOLF HOLDINGS, LLC, a Utah limited liability company

By: Summit County, a political subdivision of the
State of Utah
Its: Manager

By: 
Name: Robert Jasper
Title: Summit County Manager

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 18 day of September, 2014, by Robert Jasper, the Summit County Manager of Summit County, the manager of The Canyons Golf Holdings, LLC, a Utah limited liability company.


NOTARY PUBLIC
Residing at: Boise, ID, USA

My Commission Expires:

12/31/14

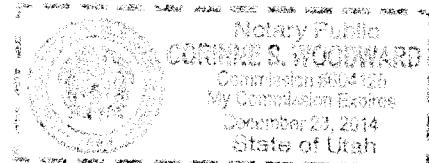


EXHIBIT "A"
TO
ACCESS AND PARKING EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR PROPERTY

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

Parking Areas:

A Parking Easement lying within the southwest quarter of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah more particularly described as follows;

Beginning at a point on the easterly boundary of LV3 of the Lower Village Development Area Master Plat, LV3 Amended, on file and of record in the Office of the Summit County Recorder, said point being South 00°00'31" West along the westerly line of said Section 31, a distance of 1553.80 feet and East 297.45 feet from the West Quarter Section corner of said Section 31; thence leaving said point of beginning and along said easterly boundary of LV3 East a distance of 8.85 feet to a point on a 330.00 foot radius non-tangent curve to the right, center bears North 81°17'40" East; thence along the arc of said curve and said easterly boundary, through a central angle of 1°35'49", a distance of 66.79 feet; thence North 02°53'29" East a distance of 46.44 feet to the common easterly corner of said LV3 and Lower Village Parcel 1 Amended Plat, on file and of record in the Office of the Summit County Recorder; thence leaving said easterly line of LV3 and continuing along said easterly boundary of Lower Village Parcel 1 North 02°53'29" East a distance of 24.60 feet; thence leaving said easterly line of Lower Village Parcel 1 South 88°04'27" East a distance of 0.11 feet to a point on a 28.00 foot radius non-tangent curve to the right, center bears South 03°07'23" West; thence along the arc of said curve through a central angle of 83°27'45", a distance of 40.79 feet; thence South 02°49'40" West a distance of 91.20 feet; to a point on a 28.00 foot radius non-tangent curve to the right, center bears South 88°53'34" West; thence along the arc of said curve through a central angle of 79°14'45", a distance of 38.73 feet; thence South 78°08'18" West a distance of 9.01 feet to a point on said easterly line of LV3; thence along said easterly line North 00°11'36" West a distance of 9.64 feet to said point of beginning.

Containing 3,613 square feet, or 0.08 acres, more or less.

Access Road:

Beginning at a point that is thence North 00°00'31" East 1,222.99 feet along the Section Line and East 303.48 feet from the Southwest Corner of Section 31,

Township 1 South, Range 4 East, Salt Lake Base and Meridian; running thence North $02^{\circ}53'29''$ East to and along the East line of 24.00 feet; thence southeasterly along a 52.00 foot radius non-tangent curve to the right,(chord bears South $44^{\circ}25'48''$ East a distance of 70.50 feet), through a central angle of $85^{\circ}21'25''$, a distance of 77.47 feet; thence South $02^{\circ}49'40''$ West 133.15 feet; thence southeasterly along a 28.00 foot radius curve to the left,(chord bears South $43^{\circ}35'10''$ East a distance of 40.56 feet), through a central angle of $92^{\circ}49'40''$, a distance of 45.36 feet; thence East 249.38 feet to the west line of Lower Village Road; thence South along said West Line 24.00 feet; thence West 330.13 feet; thence North $00^{\circ}11'36''$ West 65.57 feet; thence North $78^{\circ}08'18''$ East 9.01 feet; thence northeasterly along a 28.00 foot radius curve to the left,(chord bears North $38^{\circ}30'56''$ East a distance of 35.71 feet), through a central angle of $79^{\circ}14'45''$, a distance of 38.73 feet; thence North $02^{\circ}49'40''$ East 91.20 feet; thence northwesterly along a 28.00 foot radius non-tangent curve to the left,(chord bears North $45^{\circ}15'41''$ West a distance of 37.36 feet), through a central angle of $83^{\circ}41'39''$, a distance of 40.90 feet to the point of beginning.

EXHIBIT "B"
TO
ACCESS AND PARKING EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTEE PROPERTY

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

Parcel LV3, LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT, LV3 Amended; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

LVDAM-LV3-AM

EXHIBIT "C"
TO
ACCESS AND PARKING EASEMENT AGREEMENT

SITE PLAN

The "Access Road" and "Parking Areas" referenced in the foregoing Access and Parking Easement Agreement are located in Summit County, Utah and are generally depicted and identified as follows:

[See Attached]

