

RECORDING FEES EXEMPT
AS PER SECTION 63J-1-505
UTAH STATE CODE

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Agreement PAGE 1/16
MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 0.00 BY SNYDERVILLE BASIN REC DIST



WHEN RECORDED MAIL TO:
Snyderville Basin Recreation District
5715 Trailside Drive
Park City, UT 84098

Space above for Recorders Stamp

PUBLIC RECREATION TRAIL EASEMENT AND ACCESS AGREEMENT

Property Owner: Sunpeak Association
Trail Names: Rob's Trail, Collin's Trail, UOP Trail, and the Millennium Trail Parcel # 21

THIS PUBLIC RECREATION TRAIL EASEMENT AGREEMENT AND ACCESS AGREEMENT ("Easement Agreement"), is made and entered into this 5th day of July, 2016, by and between Sunpeak Association, a Utah non-profit corporation, with address at 1950 Bear Hollow Drive, Park City, Utah 84098 ("Owner"), and SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special service district of the State of Utah, with offices at 5715 Trailside Drive, Park City, UT 84098 ("SBSRD"). Owner and SBSRD are sometimes collectively referred to in this Easement Agreement as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Owner is the owner of certain real property in SUMMIT COUNTY, Utah, more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the "Property"); and,

WHEREAS, The term "Owner" as used herein shall mean the possessor of any interest in the Property, whether public or private land, including a condominium association where the easement to be granted herein is located in a designated common area and an owner's association is empowered to grant easements over same; and,

WHEREAS, that certain Stipulation for Exemption on Vested Rights Determination for the Sun Peak Development, Snyderville Basin, Summit County, Utah, dated August 15, 1994 (the "Consent Agreement"), set forth in Schedule 1, "Open Space and Recreation Amenities", Section 2, that the Owner would construct and maintain a series of external and internal public trails; and,

WHEREAS, the Millennium Trail was required to be constructed by Owner and dedicated to the SBSRD in accordance with the Consent Agreement, Schedule 1, "Open Space and Recreation Amenities", Section 2(B); and,

WHEREAS, Rob's Trail, Collin's Trail and the UOP Trail were required to be constructed and maintained by Owner in accordance with the Consent Agreement, Schedule 1, "Open Space and Recreation Amenities", Section 2(C); and,

WHEREAS, SBSRD, in good faith reliance upon Owner's representations that the trail easements would be dedicated to SBSRD, has satisfied the Owner's requirements under the Consent Agreement by constructing and maintaining Rob's Trail, Collin's Trail, UOP Trail, and the Millennium Trail; and,

WHEREAS, Owner desires to grant SBSRD an easement across a portion of the Property for the purpose of establishing a public, non-motorized trails, and assisting in the shaping of the character, direction, and development of public recreation trails throughout Summit County; and,

WHEREAS, SBSRD is a public body, authorized by law to acquire interests in real property for purposes of developing and maintaining land for public recreational opportunities;

AGREEMENT

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement.

Owner hereby grants unto SBSRD:

A. Trail easements ("**Trail Easements**") on, over, under, and across the Property solely consisting of corridors twenty feet (20') in width ("**Easement Corridors**") lying along alignments as described in the document attached hereto as **Exhibit A**, and as depicted in the site maps attached hereto as **Exhibit B**, and by this reference both exhibits are incorporated herein, exclusively for the duration and purpose set forth herein below and consisting only of the rights hereinafter enumerated.

B. A non-exclusive access easement ("**Access Easement**") on, over, under, and across private roads, driveways, common area parcels, and emergency ingress/egress easements which are owned and/or controlled by Owner on the Property, including access into gated/guarded communities, for the duration and purpose set forth herein below and consisting of the rights hereinafter enumerated.

2. Duration.

The Trail Easements and Access Easement are granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors, and assigns.

3. Purpose.

The purpose of the Trail Easements is to obtain, develop, preserve, and maintain the area within the Easement Corridors for development, construction, use, preservation, and maintenance of a non-motorized trail, for the use and benefit of SBSRD and the general public.

The purpose of the Access Easement is to provide SBSRD and its Affiliates (as defined below), not the general public, access to the Easement Corridors as SBSRD deems reasonable and necessary to develop, construct, maintain, and otherwise manage the Trail Easement in accordance with provisions set forth herein.

4. Rights Conveyed and Obligations.

The rights conveyed to and corresponding obligations imposed upon SBSRD by these Trail Easements and Access Easement are as follows:

A. To develop within the Easement Corridors various trails not to exceed Fourteen feet (14') in width, ("Trails") for non-motorized recreational use;

B. To lay out, mark, develop, construct, maintain or relocate the Trails, within the Easement Corridors;

C. To make minor topographical changes to the Property within the Easement Corridors for the necessity and convenience of locating the Trails (including improvements as needed to provide structural support and erosion control, e.g. drainage ditches, berms, import soils to build up to level grade, etc.);

D. To establish and maintain appropriate signage within the Easement Corridors marking the Trails and providing directions or other appropriate information in connection with the Trails;

E. To enter upon the Easement Corridors for all reasonable and necessary construction, maintenance, and repair of the Trails and Easement Corridors, and to pursue same diligently to completion. Such maintenance shall include, but shall not be limited to sweeping, snow plowing, weed spraying, crack sealing, seal coating, re-treading, re-surfacing, and otherwise keeping the Trails in a serviceable and safe condition;

F. To manage vegetation within the Easement Corridors through removal and/or trimming of trees, shrubs, grasses or exotic or noxious plant species, in order to maintain appropriate sight lines (as determined necessary by SBSRD at its sole discretion), and otherwise as necessary to keep the Trails in a serviceable and safe condition and maintain the integrity of the Trails;

G. To maintain the Easement Corridors in a good, clean and sanitary condition, free from waste or litter and/or any condition that is offensive to the public health, safety or welfare or that constitutes a nuisance; and,

H. To ensure that no lien or claim of mechanics, laborers or materialmen will be filed against the Property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by SBSRD regarding the Trail Easements.

I. If any damage occurs to Owner's property or any improvements thereon arising out of, related to, or as a consequence of any of SBSRD's work in the Easement Corridors, Owner promptly will notify SBSRD in writing of the damage. Unless otherwise agreed by the parties, SBSRD will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Owner's notice.

5. Limitation on Use of the Trail Easements.

Public access on, over or across the Trail Easements shall be strictly limited to access by foot or other non-motorized means except as follows: (a) use by motorized or battery propelled wheelchairs, (b) use by Owner or SBSRD operated motor vehicles for purposes of construction or maintenance of any Trail that may be established within the Easement Corridors, and (c) use for emergency access for wild land fire and structural fire suppression to facilitate search and rescue operations, or by public law enforcement personnel as deemed necessary for public safety.

6. Fees and Expenses.

No fees shall be charged by Owner for use of the Trail Easements by the general public. All construction, installation, maintenance and repair of the Trail Easements shall be at SBSRD's sole cost and expense.

7. Liability/Indemnification/Immunity.

Owner shall enjoy the limitations on legal liability involving public recreational use of the Trail Easements as provided for in *Utah Code Annotated ("UCA") §§57-14-101 thru 205 (Limitations on Landowner Liability – Relating to Recreational Use) and UCA §57-14-401 and §78B-4-509 (2) and (3) (Inherent Risks of Certain Activities)*. Furthermore, SBSRD agrees to indemnify, defend, and forever hold Owner, (including without limitation, its officers, directors, owners, members, agents, representatives, affiliates, partners, associates, and employees, harmless from and against any loss, damage, injury or death arising from any act or omission of SBSRD (including without limitation, licensees, employees, agents, and invitees (collectively "Affiliates"), for the duration of the Trail Easement and/or Access Easement.

Owner shall promptly notify the SBSRD of all incidents and claims known to the Owner which may be the basis for a claim of indemnification against the SBSRD and provide the SBSRD with a reasonable opportunity to defend, negotiate, settle, or deny such claims, and litigate the defense of such claims. Owner agrees that it will not in any way interfere with the rights of the SBSRD to assert all legal defenses and defend the claims of third parties.

8. Owner's Representations.

Notwithstanding that the Trail Easements and Access Easement granted herein is without warranty, Owner represents that it is a possessor in interest of the Property, and that it has full legal authority to grant this Trail Easement and Access Easement to SBSRD free of liability for any lien or encumbrance previously placed thereon by Owner.

9. Retained Rights.

Except for the rights expressly conveyed to SBSRD hereunder, Owner reserves to itself, its personal representatives, heirs, successors and assigns all other rights arising out of ownership of the Property,

including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Property not expressly prohibited herein and that are not inconsistent and do not interfere with the terms and conditions of this Easement Agreement, including, again without limitation, the following enumerated rights:

A. A right-of-way on, over, under, and across the Trail Easements for purposes of ingress, egress, placement of underground utilities for the benefit of the Property and adjacent property that is or may hereafter be acquired by Owner, the location of any such right-of-way to be designated by Owner at a future date; and

B. To relocate (but not terminate), the Trail Easements as described herein, provided all of the following conditions are met: 1. SBSRD approves in writing the proposed new location, which approval shall not be unreasonably withheld, noting the integrity of trail (e.g., grade, line of site) and increased maintenance concerns; 2. The proposed new location of Trail Easement is within the Easement Corridor; 3. Relocation work is completed by or at the discretion of SBSRD; and 4. Owner agrees in writing to promptly reimburse SBSRD for all actual out-of-pocket costs associated with the relocation (SBSRD to provide a written estimate of costs to Owner prior to commencement of work). Should SBSRD decide to relocate the trail, it will 1. Acquire written approval of the new location within the Easement Corridor from Owner, which approval shall not unreasonably be withheld; and 2. Complete all relocation work at SBSRD's expense. If relocated, SBSRD shall enjoy all rights conveyed herein with respect to the Trail and Access Easement as relocated.

C. To landscape and install and maintain irrigation within the Easement Corridors, but not any portion of the Trails, subject to the right, but not the obligation of SBSRD to manage any such vegetation as provided for in Section 4 Paragraph F herein.

10. **Enforcement.**

The SBSRD and Owner shall have the right to enforce, through any permitted proceeding at law or in equity, including by specific performance, the terms, provisions, restrictions and requirements of this Easement Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Easement Agreement shall not result in or be construed to be an abandonment or termination of this Easement Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Easement Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of this Easement Agreement, the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees, (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

11. Acceptance.

By its signature set forth herein below, SBSRD hereby accepts the foregoing grant of the Trail Easements and Access Easement subject to the terms and conditions herein.

12. Binding Effect.

This Easement Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, successors and assigns.

13. Law.

This Easement Agreement shall be interpreted, construed, and enforced according to the laws of the State of Utah.

14. Relationship Between the Parties.

The easements and rights-of-way reserved above are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any similar relationship between Owner and SBSRD, or as applicable, owners association and SBSRD.

15. Amendment.

This Easement Agreement shall not be modified or amended except by a written instrument executed by the Parties hereto and recorded in the official records of Summit County.

16. Entire Agreement.

The Parties agree that this Trail Easement and Access Easement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.

17. Severability.

If any provision of this Easement Agreement shall be declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their respective names to be hereunto affixed this 5th day of July, 2016.

Counterpart signatures appear on the following pages.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

BY: Megan Sh

ITS: District Director

STATE OF UTAH

COUNTY OF SUMMIT

On the 5th day of July, 2016, personally appeared before me, , the signer of the foregoing instrument, who duly acknowledged to me that she executed the same as **District Director of Snyderville Basin Special Recreation District, Summit County, Utah.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

SEAL:

[Signature]
NOTARY PUBLIC

SUNPEAK ASSOCIATION

By: [Signature]
Dave Georger
ITS: President



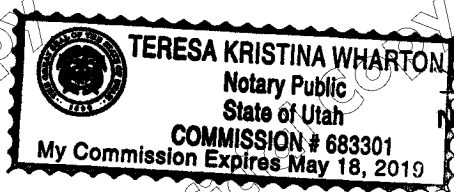
STATE OF Utah

COUNTY OF Summit

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 27th day of June 2016 before me personally appeared Dave Georger, the President of Sunpeak Association, who is known to me as the person and officer described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that he/she held the position or title set forth in the instrument and certificate, that he/she signed the instrument of behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

SEAL:



Teresa K. Wharton
NOTARY PUBLIC

EXHIBIT A

(Legal Description of Trail Easement Corridors)

Rob's Trail, Collin's Trail, and UOP Trail

Section A

A 20.00 foot wide trail easement being 10.00 feet perpendicularly distant on each side of the following described centerline:

Beginning at a point on the easterly boundary of Sun Peak Homeowner's Association Open Space Parcel 21 as described in Book 1102 at Pages 492-496, at a point South 00°00'06" East 1043.34 along the section line (basis of bearing) and West 1346.11 feet from the Northwest Corner of Section 31, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 71°25'27" West 25.49 feet; thence North 31°56'01" West 25.59 feet; thence North 00°06'13" East 43.69 feet; thence North 12°45'28" West 71.70 feet; thence North 43°37'00" West 50.53 feet; thence North 78°01'19" West 67.59 feet; thence North 44°29'13" West 42.97 feet; thence South 04°46'19" East 9.14 feet; thence South 30°56'53" East 95.10 feet; thence South 17°50'44" West 58.82 feet; thence South 27°23'15" East 27.95 feet; thence South 02°54'03" East 32.48 feet; thence South 00°25'59" West 42.34 feet; thence South 03°44'19" West 85.70 feet; thence South 14°10'44" East 39.87 feet; thence North 50°54'47" West 28.81 feet; thence North 15°19'41" West 145.17 feet; thence North 33°05'58" West 116.31 feet; thence North 45°58'32" West 117.76 feet; thence North 21°04'31" East 97.02 feet; thence North 16°17'23" East 86.16 feet; thence North 08°44'29" East 103.85 feet; thence North 04°19'17" West 169.52 feet; thence North 23°24'44" West 34.01 feet; thence North 34°16'07" West 113.36 feet; thence North 58°26'50" West 99.13 feet; thence North 72°09'34" West 92.71 feet; thence North 88°43'21" West 30.23 feet; thence North 89°59'39" West 116.98 feet; thence South 82°11'37" West 212.95 feet; thence North 77°32'41" West 30.78 feet; thence South 50°13'48" East 27.80 feet; thence South 77°51'21" East 143.15 feet; thence South 74°39'15" East 121.82 feet; thence South 57°30'09" East 61.73 feet; thence South 38°48'14" East 48.51 feet; thence South 26°55'11" East 38.28 feet; thence South 12°51'27" East 36.46 feet; thence South 08°36'40" East 6.23 feet; thence South 05°06'28" West 21.50 feet; thence South 16°08'19" West 20.94 feet; thence South 75°07'00" West 7.61 feet; thence North 14°32'34" West 32.48 feet; thence North 38°53'12" West 36.11 feet; thence North 52°05'16" West 35.60 feet; thence North 58°10'58" West 26.70 feet; thence North 70°18'58" West 24.31 feet; thence North 75°19'56" West 28.51 feet; thence South 88°59'40" West 246.20 feet; thence South 86°27'50" West 63.37 to the point of terminus and a point on the easterly boundary of the Urry Volla Venture, LLC parcel (Tax Parcel number PP-63-A and PP-73, being described in Book 588 at Page 130) at a point South 00°00'06" East 390.87 feet along the said section line and West 2334.75 feet from said Northwest Corner of Section 31.

Section B

A 20.00 foot wide trail easement being 10.00 feet perpendicularly distant on each side of the following described centerline:

Beginning at a point on the boundary of Sun Peak Homeowner's Association Open Space Parcel 21 as described in Book 1102 at Pages 492-496, at a point North 00°03'57" West 124.28 feet along the Section line and West 3917.71 feet from the Northwest Corner of Section 31, Township 1 South, Range 3 East, Salt Lake Base and Meridian (basis

of bearing is South 00°00'06" East along the Section line from said Northwest corner to the West ¼ Corner of said Section 31) and running thence South 52°42'48" West 50.43 feet; thence South 59°54'41" West 61.97 feet; thence South 40°45'13" West 59.74 feet; thence South 48°25'32" West 202.86 feet; thence South 61°49'06" West 85.92 feet; thence North 64°19'58" West 114.24 feet; thence South 79°21'57" West 140.02 feet; thence South 65°13'35" West 166.60 feet; thence South 85°56'29" West 64.04 feet; thence North 59°43'40" West 65.47 feet; thence South 69°31'15" West 7.85 feet; thence South 31°47'40" East 66.81 feet; thence South 71°25'18" East 37.81 feet; thence South 69°43'13" East 61.31 feet; thence North 84°23'28" East 168.15 feet; thence South 83°10'40" East 76.80 feet; thence South 55°24'17" East 56.21 feet; thence South 29°11'01" East 66.88 feet; thence South 68°17'38" East 85.37 feet; thence North 84°07'22" East 113.41 feet; thence North 71°36'34" East 253.71 feet; thence North 64°36'25" East 71.56 feet; thence North 84°13'39" East 33.68 feet to a point of terminus on the westerly boundary of the Urry Volla Venture, LLC parcel (Tax Parcel number PP-63-A and PP-73, being described in Book 588 at Page 130), thence continuing at a point South 15°00'08" East 161.92 feet from said point of terminus and running thence South 57°47'58" West 130.07 feet; thence South 55°05'30" West 181.17 feet; thence South 64°50'34" West 197.48 feet; thence South 82°33'05" West 106.34 feet; thence North 84°09'36" West 81.32 feet; thence North 69°48'05" West 58.27 feet; thence South 87°32'53" West 108.72 feet; thence South 78°42'58" West 126.39 feet; thence North 88°02'31" West 125.30 feet; thence North 82°19'21" West 104.06 feet; thence North 54°27'35" West 73.69 feet; thence North 68°07'27" West 101.50 feet; thence North 77°47'24" West 159.72 feet; thence North 39°42'09" West 132.18 feet; thence North 59°42'44" West 55.25 feet to a point on the westerly boundary of Sun Peak Homeowner's Association Open Space Parcel 21. Said point of terminus being South 00°00'06" East 423.09 feet and West 5355.48' from the Northwest Corner of Section 31, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Section C

That portion of the following described 20.00 foot wide trail easement lying within Sun Peak Homeowner's Association Open Space Parcel 21 as described in Book 1102 at Pages 492-496. Said trail easement being 10.00 feet perpendicularly distant on each side of the following described centerline.

Beginning at a point South 00°00'06" East 178.23 along the section line (basis of bearing) and West 4797.73 feet from the Northwest Corner of Section 31, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 65°00'31" West 47.29 feet; thence North 48°58'55" West 66.59 feet; thence North 07°24'49" West 114.59 feet; thence North 51°30'55" West 96.12 feet; thence North 04°08'55" West 138.28 feet; thence North 34°25'14" West 36.38 feet; thence North 45°54'50" West 29.17 feet; thence North 57°26'20" West 37.02 feet; thence North 69°01'00" West 126.96 feet; thence North 60°19'00" West 112.49 feet; thence North 71°06'37" West 136.38 feet; thence North 51°52'47" West 108.50 feet; thence North 48°48'18" West 103.04 feet; thence North 60°00'47" West 52.53 feet; thence North 65°08'05" West 110.33 feet; thence South 79°29'15" East 154.15 feet; thence South 88°00'46" East 197.34 feet; thence South 89°42'37" East 96.38 feet; thence South 86°38'56" East 191.62 feet; thence South 81°27'42" East 143.46 feet; thence South 62°37'42" East 155.48 feet; thence South 89°04'12" East 26.92 feet; thence North 82°55'03" East 75.50 feet; thence North 86°24'11" East 112.78 feet; thence North 60°58'23" West 46.67 feet; thence North 72°29'25" West 44.72 feet; thence North 80°51'23" West 50.73 feet; thence North 57°18'41" West 80.25 feet; thence South 82°10'00" East 58.79 feet; thence South 84°35'59" East 45.52 feet; thence North 82°29'30" East 48.50 feet; thence North 72°24'32" West 67.45 feet; thence North 43°35'52" West 28.03 feet to

a point on the southerly right-of-way line of Bear Hollow Drive, said point being South 51°26'17" East 86.93 feet from the Southeast Corner of Lot 27, Cedar Draw Estates Subdivision.

Section D

A 20.00 foot wide trail easement being 10.00 feet perpendicularly distant on each side of the following described centerline:

Beginning at a point on the northerly boundary of Sun Peak Homeowner's Association Open Space Parcel 21 as described in Book 1102 at Pages 492-496, at a point South 00°00'06" East 1007.28 along the Section line (basis of bearing) and West 2633.33 feet from the Northwest Corner of Section 31, Township 1 South, Range 3 East, Salt Lake Base and Meridian and running thence South 26°10'52" West 32.47 feet; thence South 50°24'19" West 64.98 feet; thence South 46°26'21" West 32.09 feet; thence South 77°26'22" West 65.18 feet; thence South 63°26'19" West 95.96 feet; thence South 76°13'08" West 67.79 feet; thence South 81°00'24" West 65.35 feet; thence South 77°30'31" West 64.30 feet; thence South 72°48'15" West 72.70 feet; thence South 61°32'17" West 91.94 feet; thence South 68°57'04" West 124.84 feet; thence South 81°03'14" West 68.11 feet; thence South 76°40'11" West 69.78 feet; thence South 66°13'02" West 104.65 feet; thence South 73°34'15" West 56.78 feet; thence South 79°42'55" West 83.14 feet; thence North 85°54'21" West 39.09 feet; thence North 78°56'05" West 163.79 feet; thence North 77°33'39" West 116.84 feet; thence North 78°18'09" West 102.37 feet; thence South 85°44'06" West 87.42 feet; thence South 76°36'55" West 80.08 feet; thence South 59°28'15" West 46.05 feet; thence South 53°46'38" West 16.30 feet; thence North 76°15'54" East 45.67 feet; thence South 82°41'50" East 94.13 feet; thence South 72°45'27" West 41.03 feet; thence South 79°49'50" West 63.42 feet; thence South 42°45'13" West 27.96 feet; thence South 21°53'54" West 32.06 feet; thence South 05°00'24" West 76.14 feet; thence South 08°34'54" East 134.47 feet; thence South 01°48'21" East 60.90 feet; thence South 16°54'22" East 100.15 feet; thence South 07°40'16" East 97.66 feet; thence South 19°58'59" West 71.46 feet; thence South 10°16'49" West 64.16 feet; thence South 15°43'05" East 57.92 feet; thence North 00°27'20" East 60.75 feet; thence North 20°54'51" East 30.14 feet; thence North 28°51'18" East 96.38 feet; thence North 22°04'46" East 33.15 feet; thence North 00°57'24" East 124.72 feet; thence North 10°18'59" East 30.25 feet; thence North 21°36'01" East 108.23 feet; thence North 74°03'09" East 48.11 feet; thence South 71°05'27" East 67.23 feet; thence South 67°30'04" East 67.93 feet; thence South 67°31'05" East 32.80 feet; thence South 40°10'40" East 18.81 feet; thence North 86°58'30" West 169.45 feet; thence South 10°41'34" West 33.27 feet; thence South 11°24'09" East 63.83 feet; thence South 00°35'44" West 31.09 feet; thence South 08°41'07" East 81.09 feet; thence South 00°53'07" East 95.36 feet; thence South 13°48'00" East 56.28 feet; thence South 44°22'53" East 63.51 feet; thence South 34°49'11" East 124.79 feet; thence South 27°24'39" East 93.79 feet; thence South 44°17'08" East 31.69 feet; thence South 51°27'45" East 68.57 feet; thence South 39°27'14" East 30.53 feet; thence South 22°29'27" East 33.26 feet; thence South 03°21'03" East 93.38 feet; thence South 16°31'20" East 66.64 feet; thence South 32°18'45" East 32.07 feet to a point on the southerly line of said Sun Peak Homeowner's Association Open Space Parcel 21 and the point of terminus.

Millennium Trail

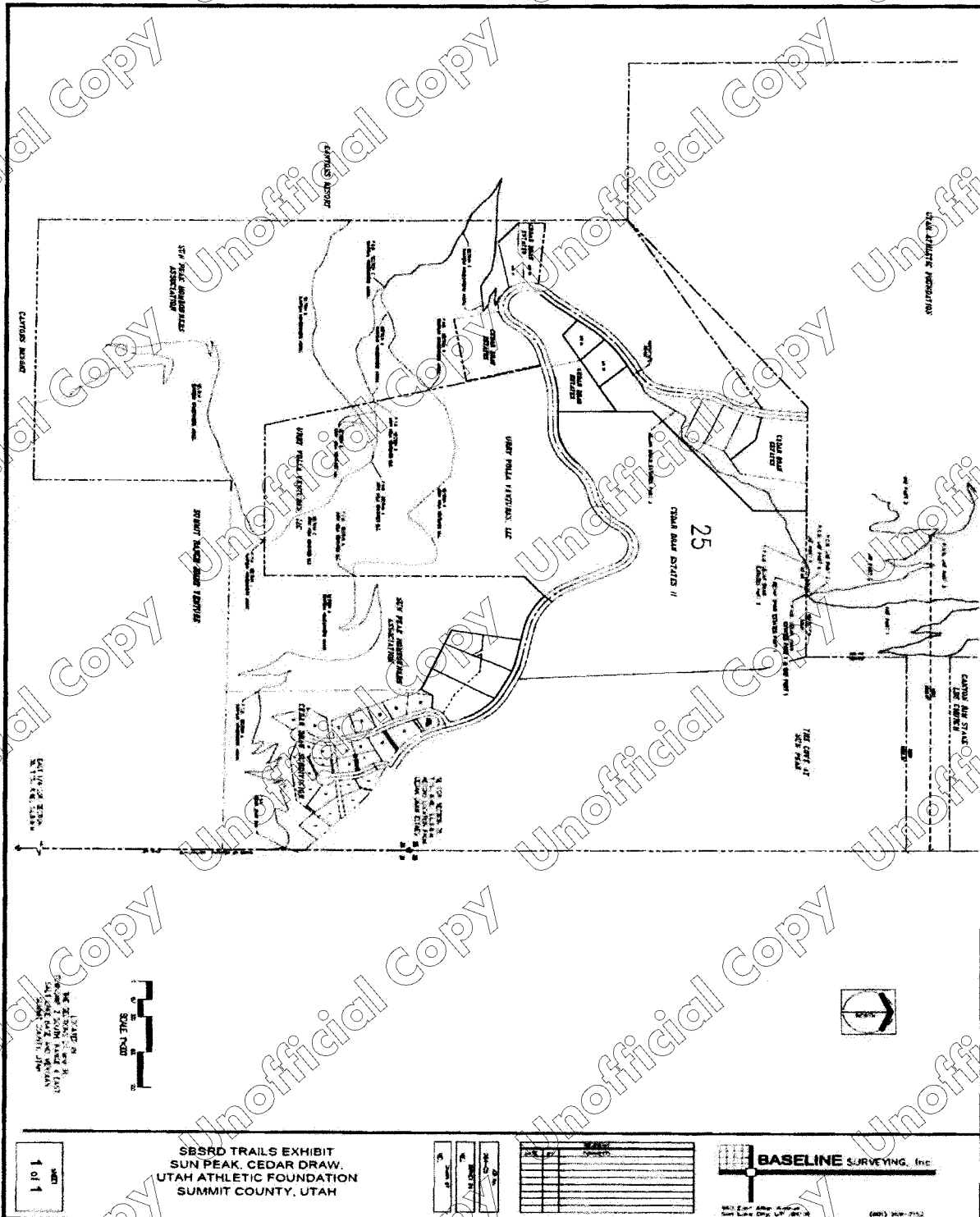
The Millennium Trail section between Cove Canyon Drive and Bear Hollow Drive is located within Lot 3 & Lot 4 of Sections 30 and Lot 1 of Section 31 of Township 1 South Range 4 East SLB&M. Traversing Summit County Open Space Parcels CSP-Open, MH-II-Open, WDCS-D-OS, WDCS-C-OS and PP-116-A.

General location of the Millennium Trail section is described as beginning at a point along Cove Canyon Drive, which lies west of Utah State Route 224, the paved hard surface urban trail extends southeasterly to the right of way of Bear Hollow Drive; Then the trail continues westerly for a short distance to Mahre Drive; Then crosses Mahre Drive and continues southwesterly to end at Bear Hollow Drive; The total approximate length is 3,448 feet or 0.7 miles plus or minus.

EXHIBIT B

(Site Maps)

Rob's Trail, Collin's Trail, and UOP Trail



Millennium Trail

