

PAGE ( ) INDEX ( ) ABSTRACT ( ) PLAT ( ) CHECK ( )

WHEN RECORDED, PLEASE RETURN TO:

Deer Crest Associates I, L.C.  
 Attn: David M. Luber  
 c/o Jonathan K. Butler, Esq.  
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 201 South Main Street, Suite 1800  
 Salt Lake City, Utah 84145-0898

00187885 Bk00325 Pg00738-00745

WASATCH CO RECORDER-ELIZABETH M PARCELI  
 1996 JUL 01 14:37 PM FEE \$43.00 BY MI  
 REQUEST: COALITION TITLE

SPECIAL WARRANTY DEED

[Park City Consolidated Mines Company/Deer Crest Associates I, L.C.]

THIS INSTRUMENT is entered into as of the 28th day of June, 1996, between PARK CITY CONSOLIDATED MINES COMPANY, a Utah corporation ("Grantor"), whose address is 614 Main Street, Suite 202, P.O. Box 497, Park City, Utah 84060, Attention: Harry Reed, President, and DEER CREST ASSOCIATES I, L.C., a Utah limited liability company ("Grantee"), whose address is c/o LCC Properties Group, L.C., 2121 Avenue of the Stars, Suite 1700, Los Angeles, California 90067, Attention: David M. Luber.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby conveys and warrants to Grantee against all persons claiming by, through or under Grantor, but not otherwise, certain real property (the "Property") located in Summit County and Wasatch County, Utah, described on the attached Exhibit A, incorporated by this reference, subject to the matters set forth on the attached Exhibit B, incorporated by this reference.

EXCEPTING AND RESERVING unto Grantor and its successors and assigns, all ores and minerals situated in the Property, of whatever form or type, at whatever depth, in whatever nature of deposit, whether solid, semi-solid, liquid or gaseous, upon or under the Property, whether or not now known to exist or to have value, together with the right for the mining, removal and sale of the same, but without the right to mine from, or use or enter, the surface of the Property except for the limited right of surface entry for such emergency access and ventilation as may be reasonably necessary to achieve compliance with requirements imposed by law, and easements reasonably related thereto for access, construction and maintenance purposes, and without the right to conduct subsurface mining or related activities within one hundred (100) vertical feet of the surface of the Property. Such limitation on the depth of subsurface mining and related activities is not intended as, and is not, a waiver or limitation of Grantee's right of subjacent support. Grantor will not, as a result of Grantor's mining activities after the date of this instrument, deprive Grantee of Grantee's right of subjacent support for the Property and any structures constructed on the Property. Any such entry areas for the limited right of surface entry for emergency access and ventilation and the use of any easement related thereto shall not be on portions of the Property designated for the development of residential or commercial uses, or located within one hundred fifty (150) feet of the boundary of any such portion (provided, however, that if such entry areas require visually obtrusive or noise producing machinery on the surface of the Property, such entry areas shall not be located within two hundred fifty (250) feet of the boundary of any such portion), and shall instead be limited

to areas designated as open space or similar use. Any such limited entry areas shall be integrated into any existing landscaping so as to limit the visibility and impact of such areas. The size, configuration and location of such entry areas and related structures and equipment shall be subject to the approval of the then holder of the surface estate to the Property or, if the portion of the Property concerned is held by the State of Utah or one of its agencies, shall be subject to the approval of the then lessee under any long-term surface lease of such portion, such approval not to be unreasonably withheld or delayed. A withholding of such approval on the grounds that the size, configuration or location of such entry areas and related structures and equipment would have a material, adverse effect on the economic feasibility of developing, or the value of, the Property shall be deemed to be reasonable, unless the then holder of the mineral estate can demonstrate that there exists no reasonable technically and economically viable alternative commonly used in the western United States that would be less intrusive. Specifically, and without limiting the generality of the foregoing, neither Grantor nor its successors and assigns shall have the right to place, dispose of or store any "Hazardous Materials," as defined in this instrument, including ore, mine waste rock, tailings and any other mine waste, on the surface of the Property.

FOR THE PURPOSE OF THE FOREGOING, "Hazardous Materials" means (i) hazardous materials, hazardous wastes, hazardous substances, pollutants and contaminants, as those terms are defined in the following statutes and their implementing regulations: the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA", the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. ("CERCLA"), the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. § 300 f, et seq., and the National Environmental Policy Act, 42 U.S.C. § 4321, et seq., (ii) petroleum, (iii) any other substance with respect to which any federal, state or local governmental authority may require either an environmental investigation or environmental remediation, and (iv) any other hazardous or noxious substance, material, pollutant or solid, gaseous or liquid waste that is regulated by, or forms the basis of liability under, any of the laws listed in the foregoing portion of this paragraph or similar state or local laws, regulations or ordinances.

GRANTOR and its successors and assigns shall conduct future mining activities permitted under the foregoing provisions of this instrument in compliance with all applicable federal, state and local laws, rules, regulations, ordinances and permits, including, without limitation, those which apply to the handling, treatment, storage, use, release, discharge and disposal of Hazardous Materials, including mine tailings, and only after obtaining such commercial general liability insurance as is typical in the mining industry in Utah, but in an amount not less than \$5,000,000. Grantor and its successors and assigns shall indemnify, defend and hold harmless Grantee and its successors and assigns from and against any claim, liability, loss, damage (but not any consequential damage), cost or expense (including, without limitation, attorneys' fees; costs and fees for investigation and remediation under CERCLA or other similar laws; and damages from subsidence) caused by any mining operations conducted by Grantor or its successors or assigns on or under the Property after the date of this instrument, and shall promptly repair and restore, at its sole cost and expense, any damage to surface improvements, including, without limitation, landscaping and ground cover, caused by such mining operations.

00187885 Bk00325 Pg00739

THE BENEFITS AND BURDENS of the foregoing provisions shall constitute covenants running with the Property. The foregoing provisions are subject to the rights of United Park City Mines Company, a Delaware corporation, and its successors and assigns, reserved in the Special Warranty Deed recorded August 17, 1979 as Entry No. 158549 in Book 139 at Page 262 of the official records of the Summit County Recorder.

FOR NOTICE PURPOSES ONLY, and for no other purpose, this instrument shall be abstracted in the county records to the patented mining claims set forth on the attached Exhibit C, incorporated by this reference. No conveyance or encumbrance\* of such mining claims\* is effected by this instrument. \* of the mineral interests \*, as reserved herein,

GRANTOR AND GRANTEE have executed this instrument on the respective dates set forth below, to be effective as of the date first set forth above.

GRANTOR:

PARK CITY CONSOLIDATED MINES COMPANY

By Harry Reed  
Its President  
Date 6/28/96

GRANTEE:

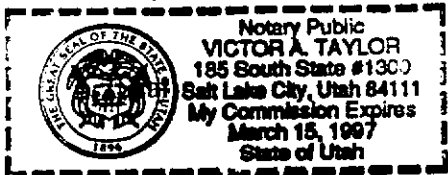
DEER CREST ASSOCIATES I, L.C.,  
by its managing member:

LCC PROPERTIES GROUP, L.C.

By David M. Lüber  
David M. Lüber  
Managing Member  
Date June 28, 1996

State of Utah )  
County of Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 28th day of June, 1996,  
by Harry Reed, the President  
of Park City Consolidated Mines Company.



My Commission Expires:

March 15, 1997

[Signature]  
Notary Public

Residing at:

Davis County, Utah

00187885 Bk00325 Pg00741

State of Utah )  
County of Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 28th day of June, 1996,  
by David M. Luber, the Managing Member of LCC Properties Group, L.C., the Managing Member  
of Deer Crest Associates I, L.C.

(Seal)

Jeanne Burgi  
Notary Public

My Commission Expires:

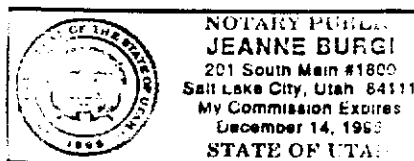
12.14.96

Residing at:

Salt Lake County, Utah

ta/trans/park/lcc/sale/deed1.vat  
June 27, 1996

-4-



741

EXHIBIT A

to

SPECIAL WARRANTY DEED **00187885** Bk00325 Pg00742PROPERTY

The Property referred to in the foregoing instrument is described as follows:

PARCEL A (Snowpark Hotel Site with Easement):

A portion of the Property is located in Summit County, Utah, and is described as follows:

Beginning at a point on the Summit-Wasatch County line as monumented, said point is located South 1799.86 feet and East 5007.93 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the Summit-Wasatch County line the following nine (9) courses: 1) South 08°43'41" West 376.39 feet; thence 2) South 28°29'27" West 214.25 feet; thence 3) South 11°18'39" West 801.35 feet; thence 4) South 12°51'25" West 724.39 feet; thence 5) South 12°53'14" West 499.61 feet; thence 6) South 26°08'13" East 279.53 feet; thence 7) South 40°47'43" East 296.74 feet; thence 8) South 51°35'50" East 408.17 feet; thence 9) South 41°02'08" West 549.09 feet; thence along the westerly end line of the Rucker No. 1 Mining Claim (MS 5166) North 30°48'28" West 353.22 feet; thence along the westerly end line of the Fred Williams No.1 Mining Claim (MS5166) North 30°48'28" West 390.46 feet more or less; thence North 00°11'40" West 1465.51 feet more or less; thence North 89°56'57" West 283.66 feet; thence North 11°55'00" West 245.62 feet to the Southeast corner of the East Bench Multi Family Parcel in Deer Valley Subdivision, Recorded Plat No. 228831 in the Summit County Recorder's Office; thence along the easterly line of said plat the following two (2) courses: 1) North 11°55'00" West 183.55 feet; thence 2) North 17°46'20" East 1256.61 feet to the Northeast corner of said plat; thence along the northerly side line of the McKinley No. 1 Mining Claim (MS 6645) South 85°42'00" East 511.49 feet to the point of beginning. The basis of bearing for the description is South 00°30'11" West between the East quarter corner and the Southeast corner of Section 16.

TOGETHER WITH an easement and right-of-way, as platted on the East Bench Multi Family Parcel in Deer Valley, recorded Plat No. 228831 (12-28-84) in the Summit County Recorder's Office, and described as follows:

Beginning at a point on the East right-of-way of the Deer Valley East Road, said point being due South 2931.90 feet, and due East 4037.67 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; basis of bearing South 00°30'11" West 2630.02 feet between said East

quarter corner and the Southeast corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 75°00'00" East 80.545 feet to the westerly line of Stott property; thence South 11°55'00" West along said westerly line 78.113 feet; thence North 75°00'00" West 84.743 feet to the easterly right-of-way line of Deer Valley East Road, said point also being on a 309.90 foot radius curve to the left (center bears North 67°46'14" West 309.90 feet of which the central angle is 14°27'33"); thence northeasterly along the arc of said curve 78.207 feet to the point of beginning.

PARCEL B (Ten Acre Tract):

00187885 Bk00325 Pg00743

The other portion of the Property is located in Wasatch County, Utah, and is described as follows:

Beginning at Corner No. 4 of the Kruger No. 2 Mining Claim (MS 5161), which is a found claim corner and is located South 89°20'31" East 4595.63 feet along the Section line and North 162.20 feet from the Southwest corner of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 50°41'13" East 615.39 feet (South 51°29'00" West 615.6 feet Plat) along the East line of the Kruger No. 2 Mining Claim to the Southeast corner of the Kruger No. 2 Mining Claim, which is a found claim corner; thence South 68°30'00" West 660.24 feet to a point on a 150.00 foot radius curve to the left, whose radius point bears South 79°25'03" West; thence along the arc of said curve 97.24 feet thru a central angle of 37°08'33"; thence North 47°43'30" West 89.95 feet to a point on a 50.00 foot radius curve to the right, whose radius point bears North 42°16'30" East; thence along the arc of said curve 30.60 feet thru a central angle 35°03'43"; thence North 12°39'47" West 63.63 feet to a point on a 150.00 foot radius curve to the left, whose radius point bears South 77°20'13" West; thence along the arc of said curve 124.75 feet thru a central angle of 47°39'03"; thence North 60°18'50" West 43.93 feet to a point on a 50.00 foot radius curve to the right, whose radius point bears North 29°41'10" East, thence along the arc of said curve 39.39 feet thru a central angle of 45°08'10"; thence North 15°10'40" West 75.36 feet to a point on a 125.00 foot radius curve to the left, whose radius point bears North 19°52'26" West; thence along the arc of said curve 235.08 feet thru a central angle of 107°45'12" to a point on a 310.45 foot radius curve to the right, whose radius point bears North 52°22'21" East; thence along the arc of said curve 130.54 feet thru a central angle of 24°05'32"; thence North 13°32'07" West 130.44 feet; thence North 80°01'28" East 145.45 feet; thence South 52°00'00" East 220.00 feet; thence South 44°30'00" East 210.00 feet to the point of beginning. The basis of bearing for the description is North 0°13'37" West between the Southwest corner of Section 14 and the West 1/4 of Section 14, said corners being found monuments.

744

EXHIBIT B

to

SPECIAL WARRANTY DEED

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EXCEPTIONS TO TITLE

The Property referred to in the foregoing instrument is conveyed subject to the following exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage on area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

7. Taxes and assessments for the year 1996 and thereafter.

8. All rights-of-way, easements, restrictions, reservations and other matters of record, other than mortgage debt.

00187885 Bk00325 Pg00744

EXHIBIT C

to

SPECIAL WARRANTY DEED

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MINING CLAIMS

The mining claims referred to in the foregoing instrument are described as follows:

WASATCH COUNTY

Township 2 South, Range 4 East, SLB&M

<u>NAME OF CLAIM</u>	<u>SURVEY NO.</u>	<u>SECTIONS</u>
1. McKinley #1	6645	15
2. McKinley #2	6645	15, 22
3. McKinley #3	6645	22
4. McKinley #4	6645	22
5. Park City Consolidated #3	6867	22
6. Fred Williams #1	5166	22, 23
7. Rucker #1	5166	22, 23
8. Mountain Neef (Neff)	6798	14
9. Kruger #2	5161	23, 24
10. Kruger #3	5161	14, 23

SUMMIT COUNTY

Township 2 South, Range 4 East, SLB&M

<u>NAME OF CLAIM</u>	<u>SURVEY NO.</u>	<u>SECTIONS</u>
1. McKinley #1	6645	15
2. McKinley #2	6645	15, 22
3. McKinley #3	6645	22
4. McKinley #4	6645	22 00187885 Bk00325 Pg00745
5. Park City Consolidated #3	6867	22
6. Fred Williams #1	5166	22, 23
7. Rucker #1	5166	22, 23