When recorded mail to: J.E. Roberts

Box 1598

Park City, UT 84060

RECUEST OF ALAN SPRIGGS, SUMMATE CO. RECORDER S 30.00 By Summer RECORDED MAY 25 1983 at 10:45 M

# DECLARATION OF RESTRICTIONS ON REAL PROPERTY

WHEREAS, the undersigned represent the fee ownership in the property described on Schedule I attached hereto and hereby made a part hereof by this reference. Each of said parcels of real property described in Schedule I is presently encumbered by a Declaration of Restrictions thereon as identified;

WHEREAS, it is the desire and the intention of the owners of said real property and all other parties hereto who are either owners of the real property, successors in interest to owners of the real property, or other entitled persons or their successors, to substitute this Declaration of Restrictions on Real Property with respect to each of the parcels of land herein described;

NOW, THEREFORE, the undersigned hereby vacate and cancel each and every Declaration of Restrictions on Real Property identified in Schedule I hereto.

NOW, THEREFORE, the undersigned hereby declare that all of the Property described on Schedule I hereto is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions and covenants, all of which are agreed to be in the furtherance of a plan for the subdivision, improvement, and sale of the Property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and every part thereof, as well as properties described under the predecessor restrictions hereto. All of the limitations, restrictions, conditions, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof. Further, the undersigned hereby declares and imposes all said provisions upon the Property or any future subdivision thereof, which may be enforced not only by the undersigned but also by future owners and third party beneficiaries hereof; subject, however, to the right of an Architectural Control Committee, hereinafter referred to as the "Committee", to generally amend or modify said restrictions, conditions and covenants or any one or more of them, except as hereafter limited, as to the Subsequent use of the Property or portions thereof. The provisions hereof now made applicable to the Property are expressed as follows:

### 1. STRUCTURAL REQUIREMENTS

1.1 No portion of the Property shall be used except for commercial purposes such as stores, hotels, motels, restaurants, lounges, offices, multi-family apartments or condominiums, theaters, auditoriums, arenas, service shops and

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similar enterprises, or for ancillary purposes such as roadways, parking, etc. The Committee shall determine the acceptability of any business use not clearly encompassed by the aforesaid categories.

- 1.2 No building shall be erected, altered, placed or permitted to remain on any parcel of land which is part of the Property without the approval of the Committee other than a structure meeting the following requirements:
  - 1.2.1 It shall not exceed six stories in height above the highest natural ground level within the parcel. Provided, however, the same may not exceed two stories above such level for land facing lots 1 to 4 in Park City West Plat No. 2.
  - 1.2.2 At least one parking space shall be provided for:
    - 1.2.2.1 Every two hotel or motel units which have single rooms with bath,
    - 1.2.2.2 Each apartment unit which has more than one room and bath,
    - 1.2.2.3 Each 200 square feet of floor area used by retail stores, service shops, etc.,
    - 1.2.2.4 Each 50 square feet of floor area used by restaurants, taverns, lounges, etc., which are not included in the premises of a hotel, motel or lodge.
  - 1.2.3 No fence or wall outside the main building structure shall be erected higher than 6 feet. No permanent fences or walls shall be erected in any set back areas adjacent to a street.
  - 1.2.4 A structure may be built across lot lines only when two or more contiguous lots are combined into a single site under the same ownership and otherwise conform to this paragraph as well as the other paragraphs hereafter recited.
  - 1.3 When the general subdivision scheme is not adversely affected and except for the recitals above to the contrary, the Committee may issue modifications changing the above

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standards, or any one of them, provided that no suit to enjoin said changes has been filed by a third party (who is the owner of fee title to property, whether shown on "Schedule I" or not, within a 200 foot radius of the proposed changes) during a 15-day period after the Committee posts written notice thereof on the site in question.

# 2. MAINTENANCE REQUIREMENTS

2.1 No rubbish, brush, weeds, undergrowth, debris, or structural condition of any character shall ever be placed or permitted upon any portion of the Property so as to render said premises a fire hazard, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity, or to the occupants thereof.

2.2 The owners, their successors, and assigns agree to care for, cultivate, prune and maintain in good condition any and all planting and structures on the portion of the Property which each owns, and should they fail to do so, or should they fail to keep said realty free of rubbish, brush, weeds, and undergrowth, or debris of any character, the Committee upon 15 days' written notice to any such owner of its intention so to do, may trim any or all of the same, or clean and remove any rubbish, weeds, undergrowth or debris of any character from said realty, and shall assess said owners, their successors or assigns for the cost thereof. The Committee shall notify these owners in writing of the said costs, and in the event they fail to remit said charges to the Committee, the same shall constitute a lien on the realty which lien may be enforced by the Committee in the manner provided by law with respect to a mortgage or other lien on real property.

#### 3. GRADING REQUIREMENTS

After any grading on the Property has been completed, the resulting cut and filled slopes shall be deemed slope-control areas which shall be planted in suitable ground cover planting to prevent erosion and land subsidence. Within these slope-control areas no structure, planting, or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios or create erosion or sliding problems. The slope-control areas of each lot and all improvements in them shall be maintained continuously by the owner of the parcel, except for those improvements for which a public authority or utility company is responsible.

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### 4. UTILITY EASEMENTS

Easements for installation and maintenance of utilities, sewers, and drainage facilities are reserved as may be shown on any recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements. The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the parcel, except for those improvements for which a public authority or utility company is responsible. From and after January 1, 1980, any and all telephone and other utilities shall be installed underground. Wherever the electrical wires for telephone and electricity have been installed underground, no poles or other overhead structure used to carry wires or other media for the transmission of electric energy, telephone service or other utilities, shall be placed or maintained on said lots or any of them; and no such wires or other media shall be placed or maintained on said lots or any of them elsewhere than in underground pipes, conduits, or enclosed within buildings.

### 5. RESTRICTED ACTIVITIES

Without the prior written approval of the Committee and any property owner within a 300 foot radius of the following described conditions, including third party beneficiary owners herein:

- 5.1 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel, other than one small household pet per residence.
- 5.2 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any parcel, nor shall oil wells, tanks, tunnels or mineral excavations and shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 5.3 No parcel shall be used for a manufacturing establishment and no parcel shall be used for warehousing, except on a temporary basis incident to a single specific construction project in progress.
- 5.4 No structure of a temporary character, unfinished basement, tent, shack, garage, mobile house, trailer, camper, barn or other out-building shall be used on any parcel at any time as a residence either temporarily or permanently, unless approved in writing by the parties first above mentioned in this

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Article 5, and in that case only upon a temporary basis for the duration of a specific construction project, but in no event exceeding a period of two (2) years from the commencement of said project.

- 5.5 There shall not be removed, destroyed, or impaired in any way, trees on the described property having a trunk diameter of 6 inches or more or a height of 10 feet or more, except where essential to obtain an adequate site for a contemplated structure; in which latter case the owner shall replant elsewhere on the completed construction site a tree equal or greater in size than the tree removed or destroyed.
- 5.6 No sign shall be installed within 100 feet of Highway 248, and/or any access road into the Park West recreational resort which leads from said highway to any skiing daylodge therein, unless first submitted by plan and specifications to a Sign Committee for prior approval. Said Committee shall be composed of three members appointed yearly; one from the Architectural Committee herein, one from the Committee encompassed by the predecessor restrictions hereto and the third member to be chosen by the first two. The provisions of Sections 7.4, 7.7, 7.8, 8.3, 10.6, and 10.7 herein shall govern the conduct of said Sign Committee.
- 5.7 No real estate sales office, detached from a conventional office building having other business occupants therein, shall be permitted within 250 feet of Highway 248 and/or access roads therefrom leading to said Park City West daylodge, without the prior approval of the aforesaid Sign Committee.
- 5.8 No television antennae exceeding a height of 8 feet shall be permitted, unless evidence can be produced disclosing faulty reception in a given location with the only remedy therefor accomplished by extending said height limitation and the Committee (and any property owner within a radius of 200 feet, including third party beneficiaries hereunder) approves such nonconforming height based thereon.

## PLAN APPROVAL

Unless it complies with all requirements set forth in this Declaration, no building shall be erected, placed, or altered on any parcel until the construction plans, specifications and a plan showing the location of the structure have been prepared by a licensed architect and approved by the Architectural Control Committee. Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced before completion, for failure of such plans to harmonize with conventional standards of design and

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the other existing buildings in the vicinity, approval will not be required and the related covenants shall be deemed to have been fully complied with by the applicant.

# 7. COMPOSITION OF COMMITTEE

- 7.1 The Architectural Committee shall be composed of three individuals.
- 7.2 The members of said Committee shall be elected by the Owners of the Property at an annual meeting held for that purpose.
- 7.3 At each annual Owners' meeting, Committee members shall be elected for one-year terms.
- 7.4 Only Owners and officers and agents of Owners other than individuals shall be eligible for Committee membership.
- 7.5 At the annual meeting, the Owner(s) of each Parcel shall be entitled to the number of votes equal to the number of full acres of land owned by such owner. Said votes may be voted in favor of as many candidates for Committee membership as the Owner(s) desire, or may be cumulated and voted for a lesser number of candidates.
- 7.6 Notwithstanding the foregoing limitations, until the first annual meeting of the Owners, the members of the Committee shall be the following persons:
  - Joseph Krofcheck, James Gaddis, J. E. Roberts
- 7.7 One secretary member of the Committee shall be responsible for giving timely notice, by Certified Mail, to the remaining members, of all regular and special meeting dates and locations. Committee members shall each be responsible for notifying said secretary of their current mailing address.
- 7.8 Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or who has not attended at least 75 percent of all Committee meetings (whether regular or special) held during any twelve-month period shall automatically forfeit his seat. In the event a Committee seat becomes vacant, whether by reason of forfeiture or due to another cause, the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the Committee until his successor is elected. A Committee member may attend said meetings through a proxy, provided such appearances do not exceed three during said 12-month period above-mentioned.

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### 8. OWNERS MEETINGS

- 8.1 Meetings of the Owners shall be held at such place within the State of Utah as the Committee may specify in the notice, except as herein otherwise specified.
- 8.2 The first annual meeting of the Owners shall be held at the Property on the second Wednesday in May, 1980. Thereafter, the annual meetings shall be held on such day of each succeeding year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be held on the next succeeding business day, and further provided that the Committee may by resolution fix the date of the annual meeting on such date or at such other place as the Committee may deem appropriate.
- 8.3 Any notice permitted or required to be delivered as provided herein may be delivered either personally or by registered mail. If delivery is by mail, it shall be deemed to have been delivered 72 hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to the Unit Owner concerned. Notice of any meeting shall be delivered at least ten days prior to such meeting.
- 8.4 At the meeting of the Owners, the Owners of more than fifty percent (50%) of the aggregate of the Property shall constitute a quorum for any and all purposes. In the absence of a quorum in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of owners present at such subsequent meeting, in person or by proxy, shall constitute a quorum. At any such adjourned meeting held as set forth above, any business may be transacted which might have been transacted at the meeting as originally noticed.
- 8.5 All votes may be cast either in person or by proxy. All proxies shall be in writing, and must be of record with the Committee at least two days prior to the meeting at which they are used.
- 8.6 Any Owner may at any time waive any notice required to be given under this Declaration, or by statute or otherwise. The presence of an Owner in person at any meeting of the Owners shall be deemed such waiver.
- 8.7 All meetings shall be held at 7:30 p.m. unless a notice of such meeting is duly delivered specifying a different time.
- 8.8 Authority to vote land acreage shall be in writing containing: (a) the legal description thereof; (b) an abstract of title from a responsible title insurer disclosing the fee ownership on the "Control Date" (hereinafter defined); and (c) a surveyor's certificate attesting to the total acreage in

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the said abstract of title. The Control Date determination of said acreage voting rights shall be determined by the Committee and shall be a date at least 30 and not more than 180 days prior to the meeting at which such vote is taken.

### 9. COMMITTEE MEETINGS

- 9.1 A regular quarterly meeting of the Committee shall be held immediately after the adjournment of each annual meeting of the Owners. Regular meetings, other than the annual meeting, shall or may be held at quarterly intervals at such places and at such times as the Committee may from time to time designate.
- 9.2 Special meetings of the Committee shall be held whenever called by two or more members. By unanimous consent of the Committee, special meetings may be held without call or notice at any time or place.
- 9.3 A quorum for the transaction of business at any meeting of the Committee shall consist of a majority of the members of the Committee then in office.
- 9.4 Members of the Committee as such, shall not receive any stated salary or compensation; provided that nothing herein contained shall be construed to preclude any member of the Committee from serving the Property in any other capacity and receiving compensation therefor.
- 9.5 Before or at any meeting of the Committee, any member thereof may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Committee at any meeting thereof shall be a waiver of notice by him of the time and place thereof.
- 9.6 The Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty days.

### 10. COMMITTEE AUTHORITY AND OPERATION

- 10.1 Decisions of the Committee shall be by majority vote of the members at any meeting thereof which was duly called or notice of which has been waived (before or after the meeting) by all absent members.
- 10.2 Meetings of the Committee shall be held no less often than once per calendar quarter.
- 10.3 Unless waived, written notice of meetings shall be delivered to members of the Committee either per-

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sonally or by certified or registered mail at least 10 days prior to the meeting.

- 10.4 Unless waived, no matter may be acted upon at a Committee meeting unless such matter was briefly described in the aforesaid notice.
- 10.5 The Committee shall elect a chairman annually, who shall provide meeting dates, agendas and notices in accordance herewith.
- 10.6 Committee members may vote by proxy when prior written evidence thereof is delivered to an authorized agent who personally appears therewith in place of an absent Committee member.
- by the Committee shall be prepared within 30 days after Committee meetings, and said Committee shall produce such record upon the demand of any party owning land covered hereby. The Committee may establish reasonable fees for services rendered in connection may establish reasonable fees for services rendered in connection with the performance of their duties. A fee schedule shall be with the performance covering reasonable out-of-pocket expenses published in advance covering reasonable out-of-pocket expenses and per diem allowances. Said fees shall apply uniformly among applicants seeking approvals hereunder and shall be fixed at the rates shown on the schedule until modified by the Committee.
- 11. The foregoing conditions, provisions and restrictions shall operate as covenants running with the land and the violation of the same or the continuance of any such breach may be enjoined, abated or remedied by the undersigned, or successors, or by any of such owners, their heirs, devisees, successors or assigns, but by no other entity except as hereinbefore otherwise specifically set forth. Any of the above named parties may also recover such damages and/or punitive damages for any violation of such covenants as may be deemed appropriate by a Court of competent jurisdiction. However, failure to enforce any one or all of these conditions, provisions, restrictions, rights, reservations, limitations, and agreements hereinabove contained, shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any further or succeeding breach and the said parteis in interest herein shall at all times have the right to enforce the same. Moreover, each and every provision aforesaid shall be a condition which induces the undersigned to sell or otherwise transfer the property, or portions thereof, encompassed hereby, and those purchasers or transferees thus acquiring said realty and/or their successors in interest agree to strictly abide thereby. A violation of such provisions hereto strictly abide thereby. A violation of such provisions hereto strictly abide thereby. A violation of such provisions hereto strictly abide thereby or any part hereof, but said provisions, and all of the property or any part hereof, but said provisions, and all of the property or any part hereof, but said provisions, and all of them, shall be binding upon and effective against every subsequent owner claiming title under or through a sale or foreclosure of any such lien. Invalidation of any one or more of these

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covenants, conditions, provisions, and restrictions by court order shall in no wise affect any of the others, which shall remain in full force and effect. In any case, attorney fees and costs shall be reimbursed to those parties who prevail in any legal action hereunder from the party against whom said action has been maintained; which prerogative shall also include appeals taken from such litigation.

DATED: This 24 day of April, 1980.

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JACK E. ROBERTS

MARILYN H, ROBERTS

SNYDERVILLE PROPERTIES, INC., a Utah corporation

By:

Its/

J. resident

SNYDERVILLE TRANSPORTATION CO., a Utah corporation

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Its:

PARK WEST LAND CO., a Utah general partnership

Ву

Its:

SNYDERVILLE DEVELOPMENT CO., INC., a Utah corporation

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Bv:

Its:

JOSEPH L. KROFCHECK, M.D.

PARK CITY WEST ASSOCIATION, a Utah non-profit corporation

By: goseph h. Krophudemo

Its: Prendent

Personal Representative of the Estate of Robert W. Major, Jr.

MAJOR-BLAKENY CORPORATION, a California corporation

By:

Its

STATE OF UTAH SS.: COUNTY OF SALTLAKE ) On the 24 day of April, 1980, personally appeared before me JACK E. ROBERTS and MARILYN H. ROBERTS, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same. Nana, M. Wethers OO NOTARY PUBLIC Residing at: Saltlake County, Utan Commission Expires: STATE OF UTAH ss.: COUNTY OF SALT LAKE ) On the 24 day of April, 1980, personally appeared before me Jack & Roberts , who being by me duly sworn, did say that he is the President of SNYDERVILLE PROPERTIES, INC., a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Jack & Roberts acknowledged to me that said corporation executed the same. Nona M. Wetherell NOTARY PUBLIC Residing at: Salt Lake County, Utch COMPA My Commission Expires: STATE OF UTAH ss.: COUNTY OF SALT LAKE )

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On the 24 day of April, 1980, personally appeared before me Tark Roberts, who being by me duly sworn, did say that he is the Desident of SNYDERVILLE TRANSPORTATION CO., a Utah corporation, and that the foregoing instrument was

signed in behalf of said corporation by authority of a resolution of its board of directors, and said <u>Tack E. Roberts</u> acknowledged to me that said corporation executed the same.

My Commission Expires: STATE OF UTAH : ss.: Residing at: Salt Lake County, Utah

COUNTY OF SALT LAKE )

On the 24 day of April, 1980, personally appeared before me <u>Jack E. Rosecis</u>, who being by me duly sworn, did say that he is a general partner of PARK WEST LAND CO., a Utah general partnership, and that the foregoing instrument was signed in behalf of said general partnership by authority of its General partnership Agreement, and said <u>Jack E. Rosects</u> acknowledged to me that said general partnership executed the same.

My Commission Expires:

Wetherall Residing at: Salt Late County, Utah

STATE OF UTAH

ss.:

COUNTY OF SALT LAKE

On the 24 day of April, 1980, personally appeared before me JACK F. POBERTS, who being by me duly sworn, did of SNYDERVILLE DEVELOP-say that he is the PRESIDENT of SNYDERVILLE DEVELOP-MENT CO., INC., a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said JACK E. acknowledged to me that said corporation executed the same. same.

My Commission Expires:

. Wether OC Residing at: Solt Lake City, Utah

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STATE OF UTAH	
: SS.:	
COUNTY OF	
On the day	of April 1980, personally appeared
before me	who being by me duly sworn, did
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with the second	, and that the foregoing instrument was
signed in behalf of sale of	corporation by authority of a resolution
of its board of directors,	and said did corporation executed the same.
acknowledged to me that sa	and comporation executed
	NOTARY PUBLIC
	Residing at:
My Commission Expires:	
STATE OF UTAH	
: ss.	
COUNTY OF SALT LAKE )	
	. of April 1080 personally
On the Zu day	y of April, 1980, personally L. KROFCHECK, M.D., the signer of
the foregoing instrument	who duly acknowledged to me that he
executed the same.	
	1 M Wall 00
	Nana M. Wether CO NOTARY PUBLIC
	Residing at: Salt Lake County Utal
My Commission Expires:	
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STATE OF UTAH ) : ss.	
COUNTY OF SALT LAKE )	
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ASSOCIATION, a Utah non-p	rofit corporation, and that the fore-
going instrument was sign	ed in behalf of said corporation by of its board of directors, and said
authority of a resolution	OT TED DOGER OF CTIFCEDATA

Josephl- Keorcheck acknowledged to me that said corporation executed the same.

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My Commission Expires:	Westging at. Var. Care 7 Constants for
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3 4 84.0	
STATE OF UTAH )	
: 55.:	
COUNTY OF )	
On the day	of April, 1980, personally
hofore m	Personal Representa-
i of the Tetate of ROBER	T W. MAJOR, JR., the signer of the
foregoing instrument, who	uly acknowledged to me that he exe-
cuted the same.	
	NOTARY PUBLIC
	Residing at:
My Commission Expires:	
STATE OF STAH )	
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COUNTY OF	
On the day	of April, 1980, personally appeared
before me	who being by me duly sworn did say
that he is the	of MAJORBLAKENY CORPORATION, a
California corporation, and	that the foregoing instrument was proporation by authority of a resolution
of the board of directors	and said
acknowledged to	me that said corporation executed the
same.	
1/ 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1/2 1	NOTARY PUBLIC Residing at:
My Commission Expires:	
My Commission Expires:	

### SCHEDULE I

# Legal Description of Property

Tracts of land within the County of Summit, State of Utah as follows:

### Parcel One

Beginning at the Southeast corner of the West ½ of the Southwest ½ of the Southeast ½ of Section 36, Township 1 South, Range 3 East, Salt Lake Meridian, and running thence East 229 feet, along the South line of said Section 36; thence North 572.4 feet; thence West 229 feet, to a point on the East line of said West ½ of the Southwest ½ of the Southeast ½; thence South 572.4 feet to the point of beginning.

### Parcel Two

The South 10 rods of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian.

### Parcel Three

The South 20 rods of the North 70 rods of the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

#### Parcel Four

Part of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, as follows: Beginning at a point on the Westerly boundary of Utah State Highway 248, which point lies 1920.3 feet North and 1411.8 feet East more or less from the Southwest corner of said Section 31; thence North 0°13' East 719.7 feet along said State Highway Westerly boundary; thence West 390 feet; thence South in a straight line to a point which is 1920.3 feet North and

Recording Information Relating to Declarations on Real Property to be Cancelled and Vacated.

Recorded in the Summit County Recorder's office in Book M22 at Pate 236.

Recorded in the Summit County Recorder's office in Book M22 at Page 234.

Recorded in the Summit County Recorder's office in Book M22 at Page 234.

Recorded in the Summit County Recorder's office in Book M21 at Page 684.

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# Legal Description of Property

### Parcel Four (Cont'd.)

1021.8 feet East of the aforesaid Southwest corner of such Section 31; thence East to the point of beginning.

### Parcel Five

Part of Section 31, Township 2 South, Range 3 East, Salt Lake Base & Meridian, as follows: Commencing at a point which is 1920.3 feet North and 1021.8 feet East of the Southwest corner of said Section 31; thence North 719.7 feet; thence West 879.86 feet; thence South 719.7 feet; thence East 879.86 feet to the point of commencement of this description.

### Parcel Six

Part of Section 31, Township 2 South, Range 3 East, and part of Section 36, Township 1 South, Range 3 East, both of the Salt Lake Base and Meridian, as follows: Commencing at a point which is 1920.3 feet North and 141.94 feet East of the Southwest corner of said Section 31; thence, West 141.94 feet; thence, South 46.5 feet; thence, North 89°27' West 1315.02 feet, more or less, to the West line of the East half of the Southeast quarter of said Section 36; thence, North 0°31' East 763.7 feet along an established fence line; thence East 1456.96 feet; thence southerly 719.7 feet, more or less, to the commencement point of this description.

### Parcel Seven

Part of Section 36, Township One South, Range Three East, Salt Lake Base and Meridian, as follows: Southwest & of the Northwest & of the Southeast &, of said Section.

#### Parcel Eight

Part of Section 36, Township One South, Range Three East, Salt Lake Base and

Recording Information Relating to Declarations on Real Property to be Cancelled and Vacated.

Recorded in the Summit County Recorder's office in Book M32 at Page 234.

Recorded in the Summit County Recorder's office in Book M32 at Page 227.

Recorded in the Summit County Recorder's office in Book M24 at Page 674.

Recorded in the Summit County Recorder's office in Book M24 at Page 674.

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# Legal Description of Property

## Parcel Eight (Cont'd.)

Meridian, as follows: South 1/2 of the Northeast 1/2 of the Northwest 1/2 of the Southeast 1/4, in said Section 36.

### Parcel Nine

Part of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, as follows: North ½ of the Northwest ½ of the Northeast ½ of the Southwest ½ of said Section 36.

### Parcel Ten

Part of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, as follows: Northeast ½ of the Northeast ½ of the Southwest ½ of said Section 36.

### Parcel Eleven

Part of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, as follows: Northwest ½ of the Northwest ½ of the Southeast ½ of said Section 36.

### Parcel Twelve

Part of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, as follows: North ½ of the Northeast ½ of the Northwest ½ of the Southeast ½ of said Section 36.

#### Parcel Thirteen

Part of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, as follows: North ½ of the Southeast ½ of the Northwest ½ of the Southeast ½ of said Section 36.

Recording Information Relating to Declarations on Real Property to be Cancelled and Vacated.

Recorded in the Summit County Recorder's office in Book M24 at Page 681.

Record the Summit County Accorder's office in Book M24 at Page 681

Recorded in the Summit County Recorder's office in Book M24 at Page 681.

Recorded in the Summit County Recorder's office in Book M24 at Page 681.

Recorded in the Summit County Recorder's office in Book M24 at Page 681.

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### Legal Description of Property

### Parcel Fourteen

The North 594 feet of the Southeast quarter of the Southwest quarter and the North 614 feet of the West ½ of the Southwest quarter of the Southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, Utah.

### Parcel Fifteen

Lots 25, 26, 27, 28 and 29 of Park City West Plat No. 2 in Summit County, Utah.

### Parcel Sixteen

Commencing at a point 504.5 feet South and 1890 feet West of the Northeast corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base & Meridian; and running thence West 863 feet; thence North 504.5 feet; thence East 863 feet; thence South 504.5 feet to the point of beginning.

Recording Information Relating to Declarations on Real Property to be Cancelled and Vacated.

Recorded in the Summit County Recorder's office in Book M24 at Page 688

Recorded in the Summit County Recorder's office in Book M24 at Page 695.

Recorded in the Summit County Recorder's office in Book M24 at Page 698.

