

PLAT NOTES:

- 1. This plat is approved subject to the conditions contained in the Newpark Master Development Parcel Plat, dated April 14, 2004, and recorded as Entry No. 654674.
- 2. All Common Areas and Limited Common Areas are subject to a non-exclusive Public and Private Utility and Drainage Easement for the purpose of providing access for utility installation, use, maintenance and eventual replacement.
- 3. The Common Area includes all real property and improvements within the Project, other than parcels owned by third parties in fee, Open Space, Public Rights of Ways, Limited Common Areas and Buildings. The Common Area includes, without limitation, all landscaped areas, private roadways, walkways or pedestrian corridors, parking areas, parks, plazas, etc., owned or maintained thru easement by the Newpark Owners Association for the common use and enjoyment of all Owners.
- 4. Master Developer shall construct and Newpark Owners Association, pursuant to the Declaration of Covenants shall, maintain, repair and replace the common improvements, including but not limited to pedestrian corridors, private roadways, landscape, parking greas, utility infrastructure and other common facilities. Responsibility for the cost of the common improvements shall be shared by the parcel owners in accordance with the Declaration of Covenants. Each parcel owner is entitled to utilize any and all of the public utilities serving the land shown, subject to the terms and conditions in the Restrictive Covenants and Newpark Owners' Association Bylaws and Articles of Incorporation.
- 5. Newpark Owners Association is granted the right to remove snow over all Common Areas, Limited Common Areas, and private drives, pursuant to an easement agreement.
- 6. Newpark Town Center is designed with zero lot lines. Buildings and other improvements may be located on the property line. Adjoining buildings may have a common footing, foundation, or wall, which may be centered along the property line.
- 7. Public transportation and parking structures are contemplated in the Newpark Town Center. To facilitate transit oriented development arants or other forms of public transportation and/or parking improvements financial assistance, the Newpark Owners Association may convey easements or fee title Common Areas designated for parking to a public agency pursuant to such issuing grants or loans. Any such conveyance shall be subject to an appropriate reservation to address the parking demands of Owners and Tenants within the Newpark Town Center.
- 8. Each parcel of land is entitled to utilize any public utilities serving that parcel upon the approval of the utility provider and subject to the terms and conditions of said utility provider, in accordance with the Restrictive Covenants and Newpark Owners' Association Bylaws and Articles of Incorporation.
- 9. A non-exclusive 10.00 foot wide Public Utility Easement is hereby dedicated along all public right of ways, and is subject to foundations and structures to be located within said easement

10. Utility providers have the right to install, operate and maintain their equipment and other related facilities above and below ground level as may be necessary or reasonable in serving the parcels, including the right of access to such facilities and the right to require removal of any obstructions, including trees and vegetation that may be placed within the easement at the owner's expense. Except as depicted on this plat, no permanent structures or obstructions may be placed in the easements that interfere with the use of the easements without the prior written approval of the affected utility provider.

11. All parcels are subject to Park City Fire Service District review and requirements, including standards for access and water supply for fire protection and full payment of subsequent impact and permit fees. An all weather fire department access road is required to be installed and made serviceable prior to the issuance of a building permit authorizing combustible construction. The all weather fire department access road is to be maintained at all times during construction. If the all weather access is not maintained, the Fire District reserves the right to stop work until required roads are re-opened. Water supplies required for fire protection are to be installed and made serviceable prior to the issuance of a building permit authorizing construction of combustible improvements. If the fire protection water supply is not maintained, the Fire District reserves the right to stop work until the required water supply for fire protection is placed back in service. Water supplies for fire protection must be clearly identified in a manner to prevent obstructions. Each water supply for fire protection must be marked with an approved flag to identify its location during winter conditions. Roofing materials must be non-combustible and approved by the PCFSD. No wood shake roofing material will be permitted.

12. Sewer service to Newpark shall be through the Snyderville Basin Water Reclamation District (SBWRD), and must comply with its rules and regulations. At the time of any resurfacing of asphalt pavement within the public and private roads shown hereon, the NEWPARK Owner's Association, Inc. shall be responsible to raise sewer manholes to grade according to Snyderville Basin Water Reclamation Standards.

13. Water services to Newpark shall be through the Mountain Regional Water Special Service District (MRWSSD), and must comply with its rules and regulations.

14. In accordance plat note 17 on the Master Development Parcel Plat, this following development density has been platted to date: Lot V-1 was orginally platted with 62,091 sq.ft. of office space. The building plan has been revised to include only 30,984 sq.ft. of office space. The table below reflects these changes.

Building Density	Retail / Commercial	Residential	Office	Recreation
Previous Plats	40,204	209.166	62,091	112,000
Lot V-1			30,984	

15. The real property located generally outside of the area within the footprint of the building and the adjacent patio park area on Lot V—1 shall be subject to a limited Easement and Maintenance Agreement in favor of the Newpark Owners Association ("NOA") in accordance with, and subject to, the terms and provisions of said easement. The agreement will provide for landscaped areas, walkways or pedestrian corridors, cross parking areas, parks and plazas with associated costs and obligations to be allocated in the same manner as prescribed for Common Areas under the Declaration of Covenants for the Project. The parking areas on this parcel shall also be subject to the Easement and Maintenance Agreement for the purpose of establishing cross parking rights in accordance with, and subject to, the terms and provisions of the said agreement. In addition to benefiting the building located on Lot V-1, the parking on Lot V-1 will also benefit the Newpark Town Center in general during off-peak hours. Reference is made to the Easement and Maintenance Agreement, the terms of which shall control.

16. The owner of Lot V-1 grants and conveys for the benefit of either or both Lot V-2 and Parcel P a perpetual, permanent, non-exclusive right-of-way and easement running with Lot V-1 for pedestrian and vehicular traffic over and across the portion of the "Cross Easement Area" (defined herein) located within Lot V-1. The owner of Lot V-2 grants and conveys for the benefit of either or both Lot V-1 and Parcel P a perpetual, permanent, non-exclusive right-of-way and easement running with Lot V-2 for pedestrian and vehicular traffic over and across the portion of the "Cross Easement Area" located within Lot V-2. The owner of Parcel P grants and conveys for the benefit of either or both Lot V-1 and Lot V-2 a perpetual, permanent, non-exclusive right-of-way and easement running with Parcel P for pedestrian and vehicular traffic over and across the portion of the "Cross Easement Area" located within Parcel P. As used herein, the "Cross Easement Area" shall mean (i) the contiguous portions of Lot V-1, Lot V-2 and Parcel P as reflected on this plat that are presently intended for trash dumpsters and related enclosure and (ii) all portions of Lot V-1. Lot V-2. and Parcel P now or in the future used for parking and/or access to or from Lot V-1, Lot V-2 and/or Parcel P, including, but not limited to. the area on this plat that refers to this note. Upon the development of Lot V-2, the portion of the Cross Easement Area located within Lot V-2 parking that is used for the circulation of Lot V-1 traffic as reflected on this plat may be modified, provided that substantially similar and not materially adverse vehicle and pedestrian access is provided to or from Lot V-1 over Lot V-2.

17. Lot V-2 does not have a wastewater lateral extended from the wastewater mainline. If wastewater service becomes necessary, a wastewater lateral must be extended from the wastewater mainline per SBWRD standards.

18. The Fire Impact Fee required by the Park City Fire Districts For Lot VI was not paid at time of plat recordation. However The Fire Imapet Fee must be paid to the Park City Fire District prior to issuance of a building permit for construction on Lot V-1.

19. The Financial Assurances to insure the developer's performance required by Summit County under the Development Improvement Agreement for Lot V-1 was not provided at the time of plat recordation. However, the Financial Assurances must be provided to Summit County prior to issuance of a building permit for construction on Lot V-1.

20. That portion of Lot V-2 developed for covered parking may allow for the dedication of parking spaces to individual owners of the condominium units within the Newpark Hotel. All other parking privileges with respect to Lot V-2 for areas outside of buildings are situated within the Newpark Town Center common area created pursuant to the Master Covenants and related plat(s) for the benefit of the Newpark Town Center, subject to parking rules and regulations adopted and administered by the Master Association.

BOUNDARY DESCRIPTION:

A parcel of land located in the Northeast Quarter of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah and being more particularly described as follows:

Beginning at a point which is South 89°47'32" East along the Section Line 2665.60 feet and South 00°05'40" East 662.65 feet and South 68'45'09" East 4.13 feet from the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'00" East 2662.16 feet between said Northwest Corner and the West Quarter Corner of said Section 19) and running thence South 00°16'14" East 739.98 feet to a point on the west right of way of Highland Drive: thence North 89'43'46" East 60.00 feet to a point on the east right of line, said point being the True Point Of Beginning; and running thence along a 171.95-foot radius curve to the right, the center of which bears North 89'43'46" East: thence Northeasterly along the arc of said curve 135.86 feet through a central angle of 45"6'14", thence North 45'00'00" East 277.00 feet to the point of a 10.00-foot radius curve to the right, the center of which bears South 45°00'00" East; thence Easterly along the arc of said curve 15.71 feet through a central angle of 90°00'00"; thence South 45°00'00" East 166.00 feet: thence South 45°00'00" West 150.00 feet: thence South 45°00'00" East 35.50 feet: thence North 45"00'00" East 18.00 feet; thence South 45"00'00" East 127.00 feet; thence South 45"00'00" West 6.50 feet; thence South 45"00"00" East 8.50 feet: thence South 45"00"00" West 312,40 feet: thence South 82,21 feet: thence West, 15.64 feet: thence South, 2.50 feet; thence West 49.25 feet; thence North 41.75 feet; thence West 86.00 feet; thence South 41.75 feet; thence West 17.47 feet to the point of a 10.00-foot radius curve to the right, the center of which bears North; thence Northwesterly along the arc of said curve 15.66 feet through a central angle of 89°43'46"; thence North 00°16'14" West 313.61 feet, more or less to the Point of Beginning.

Containing 155,750 Square Feet, or 3.576 Acres, more or less.

SURVEYOR'S CERTIFICATE:

I, Eric D. Robins, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 5152671 as prescribed under the laws of the State of Utah. I further certify, on behalf of the Jack Johnson Company, that a survey has been made of the land shown on the plat and described hereon, and that this plat is a correct representation of the land surveyed and has been prepared to conformity with the minimum standards and requirements of the law.

Eric D. Robins No.5152671 Date: 6/23/06

OWNER'S DEDICATION AND CONSENT TO RECORD:

Known all men by these presents: that the undersigned are the owners of the hereon described tract of land, having caused the same to be subdivided into lots and streets, hereafter to be known as the "AMENDED PLAT, NEWPARK PARCEL 'V', Subdivision", does hereby dedicate for the perpetual use of the public, all parcels of land shown on this plat as intended for

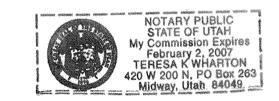
Also, the owner hereby dedicates to Summit County, Snyderville Basin Water Reclamation District, Snyderville Basin Special Recreation District, Park City Fire Service District and Mountain Regional Water District, a non-exclusive easement over the roads, private driveways, common area parcels, emergency ingress/egress easements, and all other easements shown on this plat for the purpose of providing emergency services, utility installation, maintenance, use, and the eventual replacement thereof, and also dedicate to the public the trails as shown on this plat intended for the use of the public.

Executed this <u>33rd</u> day of <u>June</u> NEWPARK CORPORATION, a Utah corporation,

ACKNOWLEDGMENT

State of Utah County of Summit }

_____, 2006, personally appeared before me, Marc Wangsgard, Vice President of NEWPARK CORPORATION, a Utah corporation, and executed the foregoing Owner's Dedication and Consent to Record.



NEWPARK PARCEL V SUBDIVISION 2ND AMENDED LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST. SALT LAKE BASE AND MERIDIAN SUMMIT COUNTY, UTAH SHEET 1 OF 2

COUNTY ASSESSOR COUNTY PLANNING COMMISSION WATER RECLAMATION DISTRICT COUNTY ENGINEER COUNTY COMMISSION APPROVAL AS TO FORM RECORDED ENTRY NO. 183595 BOOK _____ PAGE'S ____ REVIEWED AND ACCEPTED BY: APPROVED AND ACCEPTED BY: REVIEWED FOR CONFORMANCE TO: I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED PRESENTED TO: THIS THE DAY OF STATE OF ____UTAH____, COUNTY OF ___SUMMIT_ THE OFFICE OF THE SUMMIT COUNTY ASSESSOR. THE SNYDERVILLE BASIN PLANNING COMMISSION. THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT'S BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH SUMMIT COUNTY COMMISSIONERS. THIS 28+h, DAY OF June, 2006. THIS 27th, DAY OF JUNE, 2006. DATE 07-12-2006, TIME 8:53 AM DAY OF JUNE AVAILABLE INFORMATION ON FILE IN THIS OFFICE. THIS 26th, DAY OF JUNE, 2006. JACK JOHNSON COMPANY RECORDED AND FILED AT THE REQUEST OF: High Country Title Designing World Destinations Genel & Bower, Deputy In-Person - 1777 Sun Peak Drive - Park City - Utah 84098 6/27/06 DATE Telephone - 435.645.9000 - Facsimile - 435.649.1620 www.jackjohnson.com

