

When Recorded Return To

Cameron M. Hancock
Dorsey & Whitney, LLP
136 South Main Street, Suite 10000
Salt Lake City, Utah 84111

ENTRY NO. 00877195

07/08/2009 11:34:41 AM B: 1991 P: 1330

Easements PAGE 1/136

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$312.00 BY DORSEY & WHITNEY LLP



NOTICE OF EXISTING EASEMENT RIGHTS

This Notice of Existing Easement Rights provides additional notice of existing easement rights granted to The Timbers Homeowners Association, Inc. fka Timberwolf Subdivision Homeowners' Association, Inc. (the "Grantee") with respect to real property located in Summit County, Utah more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor Property").

RECITALS AND NOTICE

A. The Grantee obtained specific easement rights and other rights with respect to the Grantor Property pursuant to the terms of the Easement Agreement dated April, 2004 (the "Easement Agreement"), which was recorded August 10, 2004, as Document No. 00707125 in Book 01639 at Pages 00591 et seq.

B. The Easement Agreement established and granted to the Grantee an easement for ingress and egress to and from the Grantee Property, over and across and through certain portions of the Grantor Property. The Grantee Property is adjacent to the Grantor Property is more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (the "Grantee Property").

C. The Easement Agreement specifically granted to the Grantee certain Temporary Easement rights and Permanent Easement rights. The Easement Agreement provides that when certain conditions are satisfied the Temporary Easement will be converted to the required Permanent Easement. The conditions for conversion have not been satisfied and the Grantor and any successor, assign, and any person acquiring, leasing or otherwise owning an interest in the Grantor Property is bound by the terms of the Easement Agreement.

D. The Easement Agreement references a Settlement Agreement entered into by the Grantor and the Grantee dated April 26, 2004, a copy of the Settlement Agreement is attached hereto as Exhibit C and incorporated herein by this reference (the "Settlement Agreement"). The Easement Agreement was recorded pursuant to the terms of the Settlement Agreement. The Settlement Agreement sets forth additional detail regarding the construction and maintenance of the Temporary Easements and Permanent Easements granted in the Easement Agreement that are binding on the Grantor or any successor, assign or owner of an interest in the Grantor Property.

E. The terms of the Easement Agreement and the Settlement Agreement, including the benefits and burdens thereof, constitute covenants running with the land, and shall burden the Grantor Property as the servient estate, benefit the Grantee Property as the dominant estate, and were binding on the Grantor who entered into the Easement Agreement and Settlement Agreement, its successors, assigns, and any person acquiring, leasing or otherwise owning an interest in the Grantor property.

Dated this __, day of June 2009

GRANTEE
The Timbers Homeowners Association, Inc.

By: Charles V. Heath

Its: Pres.

STATE OF Utah
COUNTY OF Summit ss.

The foregoing instrument was acknowledged before me this 25th day of June, 2008 by Charles V. Heath, as President, of the Timbers Homeowners Association, Inc.

[Signature]
Notary Public

Residing at: Park City, UT

My commission expires:
3-31-11

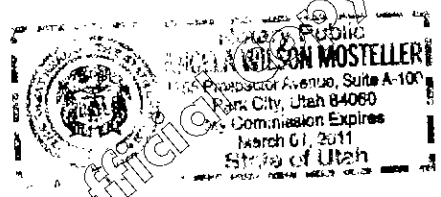


EXHIBIT A

That certain real property located in Summit County, Utah more particularly described as follows:

Parcel 1:

Commencing at the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; thence North $89^{\circ}59'43''$ West 1887.02 feet; thence South 0.89 feet to the Southerly right of way line of High Mountain Road and the Easterly line Lot 16 of the Park City West Plat No. 2, on file and of record in the office of the Summit County Recorder, said point being the POINT OF BEGINNING; thence South along the East line of said Lot 16, a distance of 193.48 feet; thence leaving said East line South $51^{\circ}34'55''$ East, a distance of 185.07 feet; thence South, a distance of 215.00 feet to the centerline of Red Pine Road Right-of-Way; thence along said centerline, West, a distance of 145.00 feet; thence leaving the centerline North, a distance of 44.87 feet to the Southwest corner of vacated Lot 14 of said subdivision; thence along the South line of said vacated Lot 14, West, a distance of 147.29 feet to the Southwest corner of said vacated Lot 14; thence leaving said vacated Lot 14 and along the boundary of said Park City West Plat No. 2 the following calls: South, a distance of 25.00 feet; thence West, a distance of 300.00 feet; thence North, a distance of 25.00 feet; thence West, a distance of 126.23 feet to the Southwest corner of vacated Lot 13 of said subdivision; thence along the West line of said Lot, North, a distance of 479.50 feet to the Northwest corner of said vacated Lot 13; thence East along the said subdivision boundary, a distance of 406.23 feet to the vacated centerline of Brad Avenue of said Park City West Plat No. 2; thence along said centerline the following calls: South, a distance of 66.00 feet to a point of curve to the left having a radius of 60.00 feet and a central angle of $60^{\circ}00'00''$; thence Southeasterly along the arc a distance of 62.83 feet; thence South $60^{\circ}00'00''$ East, a distance of 29.92 to the intersection of the centerline of vacated Jeannine Drive; thence along the centerline of the vacated Jeannine Drive North $30^{\circ}00'00''$ East, a distance of 143.02 feet to the Southerly right of way line of said High Mountain Road and point of curvature of a 200 foot radius curve to the right, radius point bears South $17^{\circ}24'57''$ East; thence along the arc of said curve and said right of way 40.77 feet through a central angle of $11^{\circ}40'46''$ to the curves end and the POINT OF BEGINNING.

Parcel 2:

Together with a right-of-way for roadway purposes, as granted in that certain Warranty Deed recorded August 2, 1977 as Entry No. 139351 in Book M97 at Page 730 of the Official Records; being more particularly described as being fifty (50) feet in width, twenty-five (25) feet on either side of the following described center line:

Beginning at a point on the South line of a country road which is 1253 feet North and 750 feet West from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; and running thence South 680.6 feet; thence South $10^{\circ}00'$ East 355 feet; thence 1112.96 feet along the arc of a 636.62 foot radius curve to the right; thence West 881 feet.

Summit County Tax Serial No's.: PP-35-3, PP-2-K-1-A, PW-2-9, PW-2-10, PW-2-11, PW-2-12 and PW-2-13.

EXHIBIT B

Legal Description of Grantee Property

That certain real property located in Summit County, Utah more particularly described as follows:

A parcel of land within the Northeast Quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Commencing at the Northeast Corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian: thence South 00°00'17" West 1208.50 feet; thence North 89°49'43" West 1862 feet to the POINT OF BEGINNING; thence West 640.60 feet; thence North 680.00 feet; thence East 640.60 feet; thence South 680.00 feet to the Point of Beginning. Containing 10.00 Acres.

EXHIBIT C

Attached Hereto

SETTLEMENT AGREEMENT

as between

Timberwolf Subdivision Homeowners' Association, Inc., Escala Parnters, Ltd., and the individual homeowners of the Timberwolf Subdivision Homeowners' Association

April 26, 2004

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 i. Legal Description of Escala Property Exhibit A

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 g. **Turnaround Easement Agreement** **Exhibit F**

 i. Legal Description of Grantor Property Exhibit A

 ii. Legal Description of Grantee Property Exhibit B

 iii. Legal Description of Easement Property Exhibit C

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is entered into as of April 2 2004 among Timberwolf Subdivision Homeowners' Association, Inc. ("HOA"), Escala Partners, Ltd. ("Escala"), James E. Pumphrey, Jr., Barbara Pumphrey; David DiCesaris, Kathleen DiCesaris; World Class Properties, LC; Robert W. Brady, Linda L. Brady; Stephen I. Goldware; Maureen L. Goldware; Venture West Investment, LLC, Zamir Tarmu, Gary McGrath, Halbert L. White, Jr.; Robert G. Rosenthal; Beth R. Rosenthal; Ashley F. Chan; Jeff Rose; Val Grigorian; Charles Heath; Douglass Merritt; and Robert W. Brady, Trustee of the Robert W. Brady Living Trust (collectively referred to herein as "Owners").

RECITALS

A. HOA is a not-for-profit corporation organized and existing under the laws of the State of Utah and is the homeowners' association of the Timberwolf Subdivision, a/k/a Canyons Estates Subdivision, a/k/a The Timbers Subdivision.

B. Escala is a limited partnership organized and existing under the laws of the State of Texas and is the owner of certain real property located in Summit County, Utah and more particularly described in Exhibit A attached hereto ("Property"). Escala is the successor in interest to C and M Properties, L.C. ("C and M") in and to the Property. C and M is, in turn the successor in interest to Joseph Cox and Don M. Muller and Carolynne K. Muller, as Trustees of the Muller Trust dated November 5, 1993 ("Cox and Muller") in the Property.

C. The Owners are the owners of platted lots in the Timberwolf Subdivision and are members of the HOA.

D. HOA and Owners collectively are the successors in interest to Timberwolf Development, L.C. ("Timberwolf") in and to certain Easement Agreements more particularly described below.

E. On or about July 11, 1996, Timberwolf, Cox and Muller, and Wolf Mountain Resorts, L.C. entered into an Easement Agreement, which was recorded on July 11, 1996 with the County Recorder of Summit County, Utah under Entry No. 00457965, in Book 00977, Page 00445 ("1996 Easement Agreement").

F. The 1996 Easement Agreement provided, among other things, for perpetual easements for common skiing (and snow making, machinery, power and water line), recreation, walking and bicycle trails on the Property in the manner represented generally by the Exhibit B attached to the 1996 Easement Agreement.

G. The 1996 Easement Agreement further provided, among other things, that the parties to it would enter into a future easement agreement which would be recorded and which would fix the metes and bounds descriptions of the easements granted by the 1996 Easement Agreement.

H. On or about September 9, 1999 Timberwolf, HOA and C and M entered into a Skier Bridge/Easement Agreement ("1999 Easement Agreement"). The 1999 Easement Agreement was recorded on September 9, 1999 with the County Recorder of Summit County, Utah under Entry No. 00548249, in Book 01286, Page 01309.

I. The 1999 Easement Agreement, provided, among other things, for the grant by C and M of an irrevocable license and easement for the location, maintenance, construction and repair of the "skier bridge" upon the Property, as described in Exhibit

C to the 1999 Easement Agreement, and for the location, maintenance and construction of a 20 foot wide access easement along the eastern boundary of the Muller parcel.

J. On March 11, 2001, C and M filed a voluntary petition under chapter 11 of the Bankruptcy Code under Case No. 01-38555 in the United States Bankruptcy Court for the District of Utah.

K. On or about October 11, 2002, pursuant to an Order Confirming Plan of Reorganization in Case No. 01-38555, C and M executed a Debtor-in-Possession Deed to Escala conveying the Property to Escala. The Debtor-in-Possession Deed was recorded on October 25, 2002 with the County Recorder of Summit County, Utah under Entry No. 00636074, in Book 01482, Page 01375-1410.

L. HOA, Escala and Owners are parties to certain litigation pending in the Third Judicial District Court in and for Summit County, State of Utah under Civil No. 000600313 styled *Timberwolf Subdivision Homeowners' Association, Inc. (fka Canyons Estates Homeowners' Association, Inc.) vs. Escala Partners, Ltd. et al* ("Litigation").

M. In the Litigation, the HOA, Escala and the Owners dispute their relative rights and liabilities under the 1996 Easement Agreement and the 1999 Easement Agreement.

N. The HOA, Escala and the Owners are entering into this Agreement to settle all disputes among them in the Litigation, to provide for the grant of a permanent easement for ski trails across the Property, to provide for the grant of an easement to enable the construction of a roadway turnaround and a roadway gate ("Gate") at the entrance to the Timberwolf Subdivision, the grant of an easement for access through the Gate for the owners of cabins located on the Property and for use of the road to access

the cabins, to provide for access by the Owners and their invitees to the amenities at Escala's facilities located on the Property, and to release all other claims among the parties to this Agreement.

Therefore, in consideration of the mutual covenants and consideration contained in this Agreement, HOA, Escala, and Owners agree as follows:

AGREEMENT

1. Immediate Temporary Easement: Escala shall grant HOA, Owners, and invitees and guests of HOA and Owners, an immediate temporary easement ("Temporary Easement") for ski, snowboard, snowshoe, bicycle and other non-motorized recreational access (collectively "Access") across the Property, in the form as set forth on Exhibit B hereto (the "Easement Agreement"), for the purpose of accessing the Escala Amenities (as defined below), the base of the Sunrise ski lift and The Canyons ski resort. The Temporary Easement shall be recorded upon execution of this Agreement by all parties and shall continue in effect until replaced by the Permanent Easement described in section 2 below. HOA shall bear the costs associated with any temporary trail maintenance and shall obtain a liability policy that names Escala as an additional insured for injuries that arise from use of the Temporary Easement in the amounts set forth herein. Escala shall have the right to disturb a temporary trail as necessary for the excavation on the Property and construction of its proposed buildings and other improvements on the Property. Before Escala engages in excavation or other construction related activity that disturbs a temporary trail, Escala shall first construct an alternative temporary trail at Escala's cost that is the functional equivalent of the disturbed trail, and will provide, at a minimum, a 9% downhill slope

gradient on the alternative temporary trail. The Temporary Easement shall remain in effect until the Permanent Easement identified in paragraph 2 below takes effect, and the Temporary Easement cannot be extinguished or modified without HOA's consent unless and until the Permanent Easement takes effect. The liability policy shall initially provide coverage in the amount of \$1,000,000 and shall be adjusted periodically so that the minimum amount of coverage meets accepted standards in the industry. The amount of coverage shall at all times be at least equal to the liability coverage maintained by HOA for its general operations.

2. Permanent Easement: Escala shall grant HOA, Owners, and invitees and guests of HOA and Owners, permanent access easements for ski, snowboard, snowshoe, bicycle and other non-motorized recreational access (collectively "Access") in the form attached hereto as Exhibit B ("Permanent Easement"). The Permanent Easement shall provide for permanent trails ("Permanent Trails") in the locations and with the slope as shown on the drawings designated as Escala Ski Trail A and Escala Ski Trail B on Exhibits C and D attached hereto. The Easement Agreement shall be recorded upon execution of this Agreement by all parties. The Permanent Easement is set forth in the same instrument as the Temporary Easement, and shall take effect at such time as Escala has completed construction of its buildings and improvements on the Property, and has constructed the Permanent Trails. The parties shall evidence the conversion of the Temporary Easement to the Permanent Easement by recording the Notice of Conversion attached to the Easement Agreement as Exhibit F.

3. Termination Agreement: HOA, Owners and Escala agree to terminate the obligations between them with regard to the 1996 Easement Agreement and the 1999

Easement Agreement upon execution of this Agreement by all parties. The Termination Agreement, attached hereto as Exhibit E, shall be recorded simultaneously with the recording of the Easement Agreement.

4. Construction, Maintenance and Grooming of Permanent Recreation Trails.

With the exception of that single road to the Escala Resort entrance that bisects Escala Ski Trail B near the loading station for the Sunrise Ski Lift, Escala shall construct the Permanent Trails so that no roadway, pedestrian path or other impediment interferes with non-stop downhill ski travel from south to north, and Escala agrees to construct any and all bridge or tunnel structures necessary to ensure non-stop downhill ski travel in the event that a roadway, pedestrian path or other impediment is erected that interferes with non-stop downhill ski travel from south to north. Escala shall construct and maintain the Permanent Trails, including any bridge and/or tunnel works, at Escala's cost and shall keep the Permanent Trails in safe working condition at all times. HOA will maintain an insurance policy naming Escala as an additional insured for any injuries that arise from the use of the Permanent Trails, in the amounts set forth in Section 1 of this Agreement. Because the slope of the Permanent Trails will not allow for reasonable skier/snowboarder travel unless the Permanent Trails are hard packed or otherwise groomed, Escala shall cause the Permanent Trails to be groomed so that they are hard packed promptly during and after snowfall. Notwithstanding the foregoing, Escala shall have the option to meet its obligations for the maintenance of Permanent Trails, including any bridge or tunnel works, by subcontracting such work to reputable contractors capable of performing the maintenance obligations. Any grooming equipment used by Escala and/or HOA for the purpose of maintaining the Permanent

Trails shall not be stored on HOA's or Owners' property and may be stored on Escala property.

5. Turnaround, Gate and Cabin Access. Escala shall allow HOA to install and maintain a security gate ("Gate") across Red Pine Road to the east of the existing skier bridge that crosses Red Pine Road, provided HOA obtains all necessary permits and consents from the applicable governmental entities. Escala agrees to support HOA's application for governmental approval of the Gate so long as that application is consistent with the terms of this Agreement. Escala also agrees to grant HOA a non-exclusive easement ("Turnaround Easement") allowing HOA to widen Red Pine Road commencing from the east of the skier bridge to the eastern border of Escala property by fifty (50) additional feet to the north in order to create a cul-de-sac turnaround to the east of the skier bridge; provided, however, that Red Pine Road shall not be widened in such a way as to interfere with the Temporary Ski Easement, the Permanent Easements, or the Permanent Trails. The Turnaround Easement shall be in substantially the form attached hereto as Exhibit F and shall be recorded upon execution of this Agreement. HOA shall grant Escala, and any successor in interest in and to the cabins to be constructed on the Property, a non-exclusive easement through the Gate to access the cabins. HOA shall have the right at its own expense to landscape the area surrounding the Gate and within the Turnaround Easement in a manner that is mutually beneficial to both Escala and HOA. In the event that Escala or any third party constructs a road across Escala property that connects High Mountain Road with Red Pine Road, then Escala shall install a gate across that connecting road so that third party vehicle traffic

is prevented from accessing Red Pine Road from High Mountain Road without HOA's consent.

6. Access to Escala's Amenities Program. As construction of the development is completed, Escala intends to offer its owners and invitees access to a variety of amenities ("Amenities"). Escala anticipates that the following amenities will be available to Escala's owners and invitees: a three treatment room day spa, fitness center, steam and sauna in both mens and womens changing rooms, a kids game room, swimming pool and hot tub(s), meeting rooms, concierge service, and the restaurant. Regardless of the scope of the actual amenities offered by Escala to its owners and invitees, Escala hereby covenants to provide those same amenities to Owners, their immediate family members, successors in interest in the Timberwolf Subdivision and invitees as part of this Agreement, subject to the same rules of access and use that apply to Escala's owners and invitees, except that the access fee shall be set forth in this Agreement. This entitlement to Escala Amenities is subject only to the terms of this Agreement. Access to the Amenities shall commence when (1) any Amenities are first offered to Escala's owners and invitees, (2) HOA notifies Escala in writing that it opts in to the Amenities program, (3) HOA provides Escala with a list of the names of the Owners and their immediate family members who will be using the Amenities program during the year ending October 31, and (4) HOA pays to Escala the first monthly Access Fee (as described herein). Access to the Amenities program shall continue so long as HOA is current on its payments of the Access Fee. Owners and their immediate family members shall pay the same per-item or per-day charge as is charged to Escala's owners and invitees for special amenities that are not part of the basic Amenities

package offered to Escala owners. HOA shall pay to Escala or its designee the sum of \$2000 per month as the Access Fee, which payment will entitle the Owners and their immediate family members to use Escala's Amenities. The Access Fee may be modified on no greater than an annual basis, and in no event shall the Access Fee increase by more than 5% in any given year. No later than August 31 of each year, Escala shall notify HOA of any proposed increase in the Access Fee. No later than September 30 of each year, HOA shall notify Escala in writing of whether the HOA will opt-in or opt-out of the Amenities program for the following year and shall provide Escala with a list of the names of the Owners and their immediate family members who will be using the Amenities program during the upcoming year beginning November 1 and ending the following October 31. If no notice from the HOA is received by Escala by September 30 of any year, Escala shall within 10 days thereafter notify HOA of HOA's failure to provide the opt-in/opt-out notice. If HOA fails to affirmatively notify Escala by October 31 of HOA's intent to opt-in to the Amenities program, HOA will be deemed to opt out of the Amenities program for that year. Escala shall not be entitled to assess any special assessments for amenities on HOA, and HOA's sole responsibility herein shall be to pay the monthly Access Fee for access to the Amenities.

7. Reimbursement of Costs. On or before April 22, 2004, Escala shall deposit ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ("Reimbursement") with Park City Title Company with instructions that the Reimbursement be disbursed to HOA upon occurrence of the following events: (a) written approval by the HOA of the location and slope of the ski trails and easements as shown on Exhibits C and D hereto; and (b) receipt by Park City Title of signature of HOA and all Owners on this

Agreement. Upon Escala's execution of this Agreement, HOA shall provide its written approval of the plans submitted by Escala to the Planning Commission. HOA and Owners agree that neither shall oppose approval of the plans as they may be modified at the requirement and insistence of Summit County, provided that such modifications do not change the location or slope of the proposed trails as shown on Exhibits C and D hereto, and provided that these modifications do not materially alter the terms of this Agreement. In the event that Escala fails to place the Reimbursement in escrow on or before April 22, 2004, HOA shall have the right to: a) record a lien in the amount of the Reimbursement against the Property; b) stay the dismissal of the Litigation until the Reimbursement is placed in escrow; c) assess interest at a rate of 18% per annum on the Reimbursement until escrow occurs; and d) request that Summit County require payment of the Reimbursement prior to issuing any approval of Escala's development plan.

8. Mutual Indemnification and Release.

a. Escala shall release HOA and Owners from any and all liability for injury resulting from the use of the Temporary Trails or Permanent Trails by any Escala member, employee or invitee, and Escala shall indemnify HOA and Owners against any loss, damage or award arising from an injury or damage that results from the use of the Temporary Trails or Permanent Trails by an Escala member, employee or invitee.

b. HOA and each Owner shall release Escala from any and all liability for injury resulting from the Owner's or any Owner's invitee's or immediate family member's use of the Temporary Trails or Permanent Trails by any such

Owner's or Owners' invitee or immediate family member. HOA and each Owner shall indemnify Escala, its officers, partners, agents, attorneys, successors and assigns against any loss, damage or award arising from an injury or damage that results from the use of the Temporary Trails or Permanent Trails by such Owner or Owner's invitee or immediate family member.

c. Except as to any claims arising from a breach of this Agreement, Escala, HOA and Owners hereby settle and compromise and do hereby release, discharge, and waive against one another, and against their respective predecessors, successors, officers, directors, agents, general agents, employees, parents, affiliates, subsidiaries, general and limited partners, consultants, brokers, attorneys or representatives of any kind, and their successors and assigns (collectively the "Releasees") from any and all claims, rights, actions, causes of action, suits, demands, damages, expenses, obligations and any liability of any kind or nature whatsoever and which any one or more of them ever had, now has or will ever have, against the Releasees (whether in tort or contract, at law or in equity, known or unknown, vested or inchoate, and whether relating to rights in realty, personalty, or choses in action, including but not limited to accountings of any nature whatsoever) by reason of any act(s) or omission(s), known or unknown, which were (or could have been) asserted, whether directly or indirectly, in the Litigation or any other federal, state or local judicial or administrative proceeding related to or arising in any way out of the claims asserted by Escala, HOA and/or Owners against one another in the Litigation.

9. Dismissal with Prejudice of All Claims. Upon execution of this Agreement and the payment of all settlement amounts described in this Agreement, including payment of the \$100,000 provided in paragraph 7 above and upon recordation of the Easement Agreement and the Turnaround Easement, HOA and Owners shall dismiss with prejudice their complaint in the Litigation against Escala, and Escala shall dismiss its counterclaim, cross claims and third party complaints in the Litigation against HOA and Owners. The dismissals between HOA, Owners and Escala shall be with prejudice each party to bear its own costs.

10. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by all of the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect. This Agreement shall not be supplemented or modified by any course of dealing.

11. Applicable Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah.

12. Construction. Unless otherwise provided, references in this Agreement to Paragraphs are to Paragraphs in this Agreement. This Agreement shall be construed according to its fair meaning and not strictly for or against any one Party, as if all the Parties had prepared it.

13. Titles and Headings. Titles and headings of Paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

14. Exhibits. Each exhibit referred to in, and attached to, this Agreement is an integral part of this Agreement and is incorporated in this Agreement by this reference.

15. Pronouns; Interpretation. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person to whom reference is made may require. The terms "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

16. Severability. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (i) such holding or action shall be strictly construed; (ii) such provision shall be fully severable; (iii) this Agreement shall be construed and enforced as if such provision had never comprised a part hereof; (iv) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and (v) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

17. No Merger. Neither the occurrence or completion of the transactions contemplated by this Agreement nor the execution or delivery of the various documents (including, without limitation, the Temporary Easement and Permanent Easement) that are contemplated by this Agreement to be executed and delivered prior to, in connection with the Agreement shall result in the termination or extinguishment of this Agreement or the merger of this Agreement into such documents. Each provision of this Agreement shall survive all of such matters; provided, however, that in the event of any inconsistency or contradiction between the

language of this Agreement and the language of either the Temporary Easement or Permanent Easement, the language of the Temporary Easement and the Permanent Easement shall govern.

18. Authorization. Each individual executing this Agreement represents and warrants that such individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where such individual signs.

19. Relationship Between Parties. Nothing in this Agreement shall be construed to create any partnership, agency or joint venture relationship between the Parties.

20. No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the Parties and their respective permitted successors and assigns. This Agreement is not intended to nor shall it be construed to benefit any third party.


21. Entire Agreement. This Agreement (including the exhibits attached hereto) and all documents contemporaneously executed in accordance herewith collectively constitute the entire agreement of the Parties regarding the subject matter hereof and supersede any prior promises, representations, warranties, agreements or understandings (whether oral, written or implied) between the Parties that are not set forth herein or therein.

22. Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

23. Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.


Dated: April __, 2004.

TIMBERWOLF HOMEOWNERS
ASSOCIATION, INC.

By: 
Its: General Counsel

Dated: April 27, 2004

ESCALA PARTNERS, LTD.

By: 
Its: PRESIDENT

Dated: April __, 2004

James E. Pumphrey, Jr.

Dated: April __, 2004

Barbara Pumphrey

Dated: April __, 2004

David DiCesaris

Dated: April __, 2004

Kathleen DiCesaris

Dated: March __, 2004

WORLD CLASS PROPERTIES, LC

By: _____
Its: _____

Dated: April __, 2004.

TIMBERWOLF HOMEOWNERS
ASSOCIATION, INC.

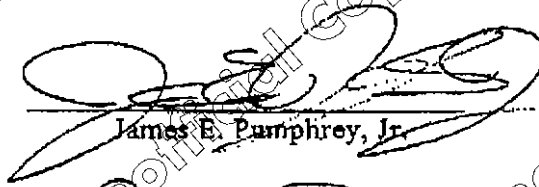
By: _____
Its: _____

Dated: April __, 2004

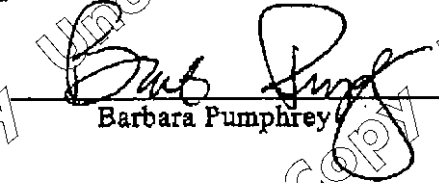
ESCALA PARTNERS, LTD.

By: _____
Its: _____

~~MAY~~
Dated: April 10, 2004


James E. Pumphrey, Jr.

~~MAY~~
Dated: April 10, 2004


Barbara Pumphrey

Dated: April __, 2004

David DiCesaris

Dated: April __, 2004

Kathleen DiCesaris

Dated: April __, 2004

WORLD CLASS PROPERTIES, LC

By: _____
Its: _____

Dated: April , 2004.

TIMBERWOLF HOMEOWNERS
ASSOCIATION, INC.

By: _____
Its: _____

Dated: April , 2004.

ESCALA PARTNERS, LTD.

By: _____
Its: _____


Dated: April , 2004.

James E. Pumphrey, Jr.


Dated: April , 2004.

Barbara Pumphrey

Dated: April 30, 2004.


David DiCesaris, personally and as trustee of the
David A. DiCesaris Revocable Trust, manager of Mesa Valley
Investments 1, LLC (current owner)

Dated: April 30, 2004.


Kathleen DiCesaris, personally and as trustee of the
Kathleen M. DiCesaris Revocable Trust, manager of Mesa Valley
Investments 2, LLC (current owner)

Dated: April , 2004.

WORLD CLASS PROPERTIES, LC

By: _____
Its: _____

Dated: April __, 2004.

TIMBERWOLF HOMEOWNERS
ASSOCIATION, INC.

By: _____
Its: _____

Dated: April __, 2004

ESCALA PARTNERS, LTD.

By: _____
Its: _____

Dated: April __, 2004

James E. Pumphrey, Jr.

Dated: April __, 2004

Barbara Pumphrey

Dated: April __, 2004

David DiCesaris

Dated: April __, 2004

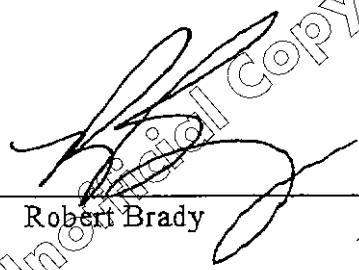
Kathleen DiCesaris

Dated: April __, 2004

WORLD CLASS PROPERTIES, LC

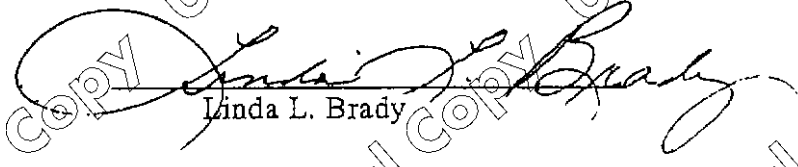
By: _____
Its: *Angie Padua*

Dated: April 5, 2004



Robert Brady

Dated: ^{May} April 11, 2004



Linda L. Brady

Dated: April ____, 2004

Stephen I. Goldware

Dated: April ____, 2004

Maureen L. Goldware

Dated: April ____, 2004

VENTURE WEST INVESTMENT, LLC

By: _____

Its: _____

Dated: April ____, 2004

Zamir Tarnu

Dated: April ____, 2004

Gary McGrath

Dated: April ____, 2004

Halbert L. White, Jr.

Dated: April ____, 2004

Robert G. Rosenthal

Dated: April __, 2004

Robert Brady

Dated: April __, 2004

Linda L. Brady

Dated: April 5, 2004

Stephen I. Goldware

Dated: April 5, 2004

Maureen L. Goldware

Dated: April __, 2004

VENTURE WEST INVESTMENT, LLC

By:
Its:

Dated: April __, 2004

Zamir Tarmu

Dated: April __, 2004

Gary McGrath

Dated: April __, 2004

Halbert L. White, Jr.

Dated: April __, 2004

Robert G. Rosenthal

Dated: April __, 2004

Robert Brady

Dated: April __, 2004

Linda L. Brady

Dated: April __, 2004

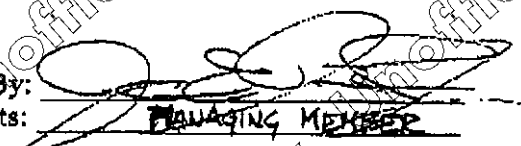
Stephen I. Goldware

Dated: April __, 2004

Maureen L. Goldware

Dated: ^{MAY} ~~April~~ 10, 2004

VENTURE WEST INVESTMENT, LLC

By: 
Its: MANAGING MEMBER

Dated: April __, 2004

Zamir Tarmu

Dated: April __, 2004

Gary McGrath

Dated: April __, 2004

Halbert L. White, Jr.

Dated: April __, 2004

Robert G. Rosenthal

Dated: April __, 2004

Robert Brady

Dated: April __, 2004

Linda L. Brady

Dated: April __, 2004

Stephen I. Goldware

Dated: April __, 2004

Margaret L. Goldware

Dated: April __, 2004

VENTURE WEST INVESTMENT, LLC

By: _____

Its: _____

Dated: April __, 2004

Zahir Yarnal

Dated: April __, 2004

Gary McGrath

Dated: April __, 2004

Halbert L. White, Jr.

Dated: April __, 2004

Robert G. Rosenthal

Dated: April __, 2004

Robert Brady

Dated: April __, 2004

Linda L. Brady

Dated: April __, 2004

Stephen I. Goldware

Dated: April __, 2004

Maureen L. Goldware

Dated: April __, 2004

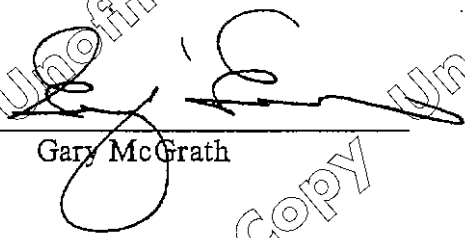
VENTURE WEST INVESTMENT, LLC

By: _____
Its: _____

Dated: April __, 2004

Zamir Tarnu

Dated: April 5, 2004



Gary McGrath

Dated: April __, 2004

Halbert L. White, Jr.

Dated: April __, 2004

Robert G. Rosenthal

Dated: April __, 2004

Robert Brady

Dated: April __, 2004

Linda L. Brady

Dated: April __, 2004

Stephen I. Goldware

Dated: April __, 2004

Maureen L. Goldware

Dated: April __, 2004

VENTURE WEST INVESTMENT, LLC

By: _____

Its: _____

Dated: April __, 2004

Zamir Tarnu

Dated: April __, 2004

Gary McGrath

Dated: April __, 2004



Halbert L. White, Jr.

Dated: April __, 2004

Robert G. Rosenthal

Dated: April __, 2004

Robert Brady

Dated: April __, 2004

Linda L. Brady

Dated: April __, 2004

Stephen I. Goldware

Dated: April __, 2004

Maureen L. Goldware

Dated: April __, 2004

VENTURE WEST INVESTMENT, LLC

By: _____

Its: _____

Dated: April __, 2004

Zamir Tarmu

Dated: April __, 2004

Gary McGrath

Dated: April __, 2004

Halbert L. White, Jr.

Dated: April 19, 2004


Robert G. Rosenthal

Dated: April __, 2004


Beth R. Rosenthal

Dated: April __, 2004

Ashley F. Chan

Dated: April __, 2004

Jeff Rose

Dated: April __, 2004

Val Origorian

Dated: __, 2004

Charles Heath

Dated: April __, 2004

Douglass Merritt

Dated: April __, 2004

Robert W. Brady, Trustee

Dated: April __, 2004

Beth R. Rosenthal

Dated: April ~~30~~, 2004

Ashley H. Chan

Dated: April __, 2004

Jeff Rose

Dated: April __, 2004

Val Grigorian

Dated: __, 2004

Charles Heath

Dated: April __, 2004

Douglass Merritt

Dated: April __, 2004

Robert W. Brady, Trustee

Dated: April __, 2004

Beth R. Rosenthal

Dated: April __, 2004

Ashley F. Chan

Dated: April __, 2004



Jeff Rose

A description of the easements was not attached to e-mailed agreement. - JR

Dated: April __, 2004

Val Grigorian

Dated: __, 2004

Charles Heath

Dated: April __, 2004

Douglass Merritt

Dated: April __, 2004

Robert W. Brady, Trustee

Dated: April 2004

Beth R. Rosenthal

Dated: April 2004

Ashley F. Chan

Dated: April 2004

Jeff Rose

Dated: April 2004

Val Grigorian
Val Grigorian

Dated: 2004

Charles Heath

Dated: April 2004

Douglass Merritt

Dated: April 2004

Robert W. Brady, Trustee

599-5959

Dated: April __, 2004

Beth R. Rosenthal

Dated: April __, 2004

Ashley F. Chan

Dated: April __, 2004

Jeff Rose

Dated: April __, 2004

Val Grigorian

Dated: __, 2004



Charles Heath

Dated: April __, 2004

Douglass Merritt

Dated: April __, 2004

Robert W. Brady, Trustee

Dated: April __, 2004

Beth R. Rosenthal

Dated: April __, 2004

Ashley F. Chan

Dated: April __, 2004

Jeff Rose

Dated: April __, 2004

Val Grigorian

Dated: __, 2004

Charles Heath

Dated: April __, 2004

Rodney T Clark Pres
Clark Real Estate Co
Successor to Douglass Merritt by RODNEY T Clark
PRESIDENT

Dated: April __, 2004

Robert W. Brady, Trustee

Dated: April __, 2004

Beth R. Rosenthal

Dated: April __, 2004

Ashley F. Chan

Dated: April __, 2004

Jeff Rose

Dated: April __, 2004

Val Grigorian

Dated: __, 2004

Charles Heath

Dated: April __, 2004

Douglass Merritt

Dated: April 5, 2004



Robert W. Brady, Trustee

EXHIBIT A

Legal Description of the Escala Property

That certain real property located in Summit County, Utah more particularly described as follows:

Parcel 1:

Commencing at the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; thence North $89^{\circ}59'43''$ West 1887.02 feet; thence South 0.89 feet to the Southerly right of way line of High Mountain Road and the Easterly line Lot 16 of the Park City West Plat No. 2, on file and of record in the office of the Summit County Recorder, said point being the POINT OF BEGINNING; thence South along the East line of said Lot 16, a distance of 193.48 feet; thence leaving said East line South $51^{\circ}34'55''$ East, a distance of 185.07 feet; thence South, a distance of 215.00 feet to the centerline of Red Pine Road Right-of-Way; thence along said centerline, West, a distance of 145.00 feet; thence leaving the centerline North, a distance of 44.87 feet to the Southwest corner of vacated Lot 14 of said subdivision; thence along the South line of said vacated Lot 14, West, a distance of 147.29 feet to the Southwest corner of said vacated Lot 14; thence leaving said vacated Lot 14 and along the boundary of said Park City West Plat No. 2 the following calls: South, a distance of 25.00 feet; thence West, a distance of 300.00 feet; thence North, a distance of 25.00 feet; thence West, a distance of 126.23 feet to the Southwest corner of vacated Lot 13 of said subdivision; thence along the West line of said Lot, North, a distance of 479.50 feet to the Northwest corner of said vacated Lot 13; thence East along the said subdivision boundary, a distance of 406.23 feet to the vacated centerline of Brad Avenue of said Park City West Plat No. 2; thence along said centerline the following calls: South, a distance of 66.00 feet to a point of curve to the left having a radius of 60.00 feet and a central angle of $60^{\circ}00'00''$; thence Southeasterly along the arc a distance of 62.83 feet; thence South $60^{\circ}00'00''$ East, a distance of 29.92 to the intersection of the centerline of vacated Jeannine Drive; thence along the centerline of the vacated Jeannine Drive North $30^{\circ}00'00''$ East, a distance of 143.02 feet to the Southerly right-of-way line of said High Mountain Road and point of curvature of a 200 foot radius curve to the right, radius point bears South $17^{\circ}24'57''$ East; thence along the arc of said curve and said right of way 40.77 feet through a central angle of $11^{\circ}40'46''$ to the curves end and the POINT OF BEGINNING.

Parcel 2:

Together with a right-of-way for roadway purposes, as granted in that certain Warranty Deed recorded August 2, 1977 as Entry No. 139351 in Book M97 at Page 730 of the Official Records, being more particularly described as being fifty (50) feet in width, twenty-five (25) feet on either side of the following described center line:

Beginning at a point on the South line of a country road which is 1253 feet North and 750 feet West from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; and running thence South 680.6 feet; thence South $10^{\circ}00'$ East 355 feet; thence 1112.96 feet along the arc of a 636.62 foot radius curve to the right; thence West 881 feet.

Summit County Tax Serial No's.: PP-75-3, PP-2-K-1-A, PW-2-9, PW-2-10, PW-2-11, PW-2-12 and PW-2-13.

EXHIBIT B

Easement Agreement

When recorded, return to:

Joseph E. Wrona
Wrona, Fitlow & Parrish, P.C.
1816 Prospector Avenue, Suite 100
Park City, Utah 84060

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of April, 2004 by (i) Escala Partners, Ltd. ("Grantor") and (ii) Timberwolf Subdivision Homeowners' Association, Inc. ("HOA") and (iii) James E. Pumphrey, Jr.; Barbara Pumphrey; David DiCesaris, Kathleen DiCesaris; World Class Properties, LC; Robert W. Brady, Linda L. Brady; Stephen I. Goldware, Maureen L. Goldware; Venture West Investment, LLC, Zamir Tanna, Gary McGrath, Halbert L. White, Jr.; Robert G. Rosenthal; Beth R. Rosenthal; Ashley F. Chan; Jeff Rose; Val Grigorian; Charles Heath; Douglass Merritt; Robert W. Brady, Trustee of the Robert W. Brady Living Trust (collectively referred to herein as "Owners"). HOA and Owners are collectively referred to as "Grantee".

RECITALS:

- A. Grantor and Grantee are parties to a Settlement Agreement dated April _____, 2004 (the "Settlement Agreement").
- B. Grantor is the owner of a tract of land located in Summit County, Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor Property").
- C. Owners are the owners of platted lots in a residential subdivision located in Summit County, Utah, which is adjacent to the Grantor Property, and more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Grantee Property"). HOA is the non-profit homeowners association organized and operated by the Owners in connection with the Grantee Property.
- D. Grantee is desirous of obtaining from Grantor an easement for ski, snowboard, snowshoe, bicycle, pedestrian and other non-motorized, year-round access (collectively, "Access") to and from the Grantee Property over, across and through certain portions of the Grantor Property.
- E. Because construction of all permanent structures and improvements on the Grantor Property has not been completed, the parties desire to have Grantor provide Grantee an easement for Access on, over, across and through a portion of the Grantor

Property more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "Temporary Access Ways"), which will be superceded by a perpetual easement for Access on, over, across and through a different portion of the Grantor Property more particularly described on the map attached hereto as Exhibit D and incorporated herein by reference (the "Permanent Access Ways"), upon the satisfaction of the Conditions to Conversion (as defined below) of the Temporary Easement (as defined below) to the Permanent Easement (as defined below). The Temporary Access Ways and Permanent Access Ways are referred to in this Agreement collectively as the "Access Ways."

F. In accordance with plans and specifications prepared by _____ and dated _____, 2003 (the "Plans"), Grantor intends to install certain improvements upon the Permanent Access Ways (the "Improvements").

G. Subject to the terms and conditions set forth herein, Grantor desires to grant an easement to Grantee on, over, across and through the Access Ways.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement.

a. Temporary Easement. Grantor hereby grants and conveys to Grantee for the use and benefit of the Benefited Parties (as defined below) a terminable non-exclusive easement and right-of-way (the "Temporary Easement") for Access on, over, across and through the Temporary Access Ways as they exist and as they may be improved, for the limited purposes set forth herein, subject only to those liens and encumbrances described on Exhibit E attached hereto and incorporated herein by reference (the "Permitted Encumbrances"). Grantor shall have the right to relocate the Temporary Access Ways, at its sole option and expense, in order to facilitate the construction of buildings and other improvements on the Grantor Property, so long as such relocation shall not unreasonably limit or impair the Access rights of the Benefited Parties (as defined below). The Temporary Easement and Permanent Easement, as the case may be, shall be for the use and benefit of Grantee, their successors and assigns, and all tenants, guests and invitees of Grantee (the "Benefited Parties").

b. Permanent Easement. Upon satisfaction of the Conditions to Conversion (as defined in Section 6 below) of the Temporary Easement to Permanent Easement (as defined below), Grantor hereby grants and conveys to Grantee for the use and benefit of the Benefited Parties a perpetual non-exclusive easement and right-of-way for Access on, over, across and through the Permanent Access Ways as they exist and as they may be improved, for the limited purposes set forth herein, subject only to the Permitted Encumbrances and such other liens or encumbrances as may be approved in writing by Grantee from time to time, which do not affect Grantee's use and enjoyment of the Permanent Access Ways as contemplated by this Agreement (the "Permanent Easement"). The Permanent Easement shall be for the use and benefit of the Benefited Parties. Notwithstanding any provision in this Agreement to the contrary,

in the event that the Conditions to Conversion are not satisfied, the Benefited Parties shall enjoy a perpetual easement in the Temporary Access Ways.

2. Purpose of the Easement. The Access Ways shall be used by the Benefited Parties for the sole and limited purpose of providing Access between the Grantee Property and (a) the Amenities (as defined in the Settlement Agreement) to be constructed on the Grantor Property (the "Amenities"), and (b) the ski resort facilities located to the north of the Grantor Property. Grantee's use of the Access Ways shall be subject to pedestrian and vehicular traffic ("Traffic") and use over, across and on any portion of the Access Ways crossing improved roadways or trails, so long as that Traffic does not interfere with Grantee's right to uninterrupted Access. Grantee shall not be entitled to use any motorized vehicles on the Access Ways without the express written consent of Grantor; provided, however, that Grantor hereby expressly approves of the use of motorized ski trail grooming equipment, if used solely for the purpose of grooming the Access Ways.

3. Condition and Maintenance of the Access Ways and Improvements.

a. Temporary Access Ways. Grantor shall have no obligation to maintain, operate, alter, repair or improve the Temporary Access Ways; provided, however, that in the event Grantor elects to relocate all or a portion of the Temporary Access Ways, Grantor shall, at its sole cost and expense, complete such improvements as may be required on such relocated portions of the Temporary Access Ways to provide Grantee with Access as contemplated by this Agreement. Grantee accepts the Temporary Access Ways in their existing condition, as is. Grantee agrees to provide, at its sole cost and liability, for the general operation, upkeep, maintenance, and repair of the Temporary Access Ways and shall use reasonable efforts to not interfere with Grantor's use of the Grantor Property in performing such tasks. Any substantial improvements to the Temporary Access Ways may only be undertaken upon the consent of Grantor, which consent shall not be unreasonably withheld or delayed.

b. Permanent Access Ways. Grantor agrees to maintain, at Grantor's sole cost and expense, the Improvements and Permanent Access Ways in a manner consistent with a first-class resort property. Grantor agrees to use its reasonable efforts to pack the snow on the Permanent Access Ways as necessary where the slope requires such packing during such time as sufficient snow exists to permit their use and provided the ski resort located adjacent to the Grantor Property is then in operation. Grantor may satisfy this obligation by contracting with the operator of the ski resort or with another reputable contractor selected by Grantor. In addition, Grantor shall inspect from time to time and repair, if necessary, the Permanent Access Ways and Improvements, and any bridges or tunnels constructed on the Permanent Access Ways to ensure that the Benefited Parties have Access on and over such Permanent Access Ways. In the event that Grantee notifies Grantor of any problems with the Permanent Access Ways and Improvements that interfere with the Benefited Parties' use and enjoyment of such Permanent Access Ways, Grantor shall promptly, at its sole cost and expense, make such repairs as may be necessary to eliminate such problem. Grantee, for itself and its successors, assigns, grantees, employees, agents, invitees, licensees and guests hereby

assumes and accepts any and all risks and liabilities which may be directly or indirectly associated in any manner with such use of the Access Ways and Improvements, unless such risks and liabilities are created by Grantor's breach of this Agreement.

4. Reservation of Certain Rights. Grantor, for itself and its successors, assigns, grantees, employees, agents, invitees, licensees and guests, reserves the right to continue to use the Access Ways for any purpose in connection with the planning, development, construction, maintenance and operation of, any and all, development and year-round recreational activities conducted by it on, under, above, about or adjacent to the Access Ways, and to create and grant such other easements, rights and privileges in, on, under, above or across the Access Ways to such persons and for such purposes as Grantor may elect in its sole discretion, provided that any such easements, rights and privileges shall not be materially inconsistent with the Temporary Easement or Permanent Easement granted herein, and so long as Grantor does not undertake any act or decision with regard to the Access Ways that compromises Grantee's Access as provided by this Agreement. In the event casualty or other circumstances require reconstruction of any improvements on the Grantor Property, Grantor shall have the right to temporarily (for a period not to exceed 18 months) relocate the Access Ways, at its option and at its expense, in order to facilitate the reconstruction of buildings and other improvements on Grantor's Property, provided that Grantor first provides alternative access to Grantee that is functionally equivalent and with at least the same slope gradient as the access provided to Grantee in this Agreement.

5. Utility Easements and Other Easements of Sight and/or Record. Grantee acknowledges that certain utility easements and other easements and encumbrances with respect to the Access Ways may exist and that certain of the existing utility easements may include the right for construction of future utilities and for the maintenance of existing utilities and utility infrastructure and that such future construction and/or maintenance may occur upon, under, over, and across the Access Ways and Improvements. In the event Grantor exercises its rights under this Section 5, then Grantor shall repair or relocate, at its sole cost and expense, any portion of the Access Ways so affected to ensure that Grantee's access remains functionally equivalent to the Access provided in this Agreement.

6. Conversion of Temporary Easement to Permanent Easement. From and after the date of this Agreement, Grantee and the Benefited Parties shall have the full use and enjoyment of the Temporary Access Ways and the full benefit of the Temporary Easement. At such time as Grantor satisfies the following conditions (the "Conditions to Conversion"), Grantee's and the Benefited Parties' right to use the Temporary Access Ways and the Temporary Easement shall terminate, and Grantee's and the Benefited Parties' right to use the Permanent Access Ways and the Permanent Easement shall arise:

a. Grantor completes construction of the Improvements on the Permanent Access Ways. In that connection, Grantor's construction of permanent trails and improvements on the Permanent Access Ways shall be in a manner reasonably acceptable to Grantee. With the exception of the single road to the entrance of the

Grantor Property that bisects a Permanent Access Way near the loading station for the Sunrise ski lift, Grantor shall construct the permanent trails on the Permanent Access Ways so that no roadway, pedestrian path or other impediment interferes with non-stop downhill ski travel from south to north, and Grantor agrees to construct any and all bridge or tunnel structures necessary to ensure non-stop downhill ski travel in the event that a roadway, pedestrian path or other impediment is erected that interferes with non-stop downhill ski travel from south to north;

b. Grantor completes such other improvements to the Permanent Access Areas at its sole cost and expense as may be required to permit the Benefited Parties to enjoy Access as contemplated by this Agreement;

c. Grantee approves of the fully-completed Improvements and fully-completed Permanent Access Ways;

d. Grantor and Grantee execute a "Notice of Conversion" in the form attached hereto as Exhibit F, evidencing completion of the Improvements and conversion of the easement from the Temporary Easement on Temporary Access Ways to the Permanent Easement on the Permanent Access Ways.

7. Indemnification. Grantee shall indemnify, hold harmless and forever defend Grantor, its owners, directors, officers, shareholders, employees, volunteers, agents, and assigns from any and all claims, suits, causes of action, losses, damage, negligence, costs, expenses (including without limitation attorneys' fees), and liabilities of any kind or nature, whether foreseeable or unforeseeable, that may arise directly or indirectly from Grantee's use of the Access Ways and Improvements by or for Grantee's successors, assigns, grantees, employees, agents, invitees, licensees and guests who enter upon the Access Ways and Improvements, except for any such loss, cost, damage or expense to the extent arising from Grantor's breach of the terms of this Agreement or Grantor's gross negligence.

8. Insurance. Grantee shall maintain general liability insurance covering any use of any kind of the Access Ways and Improvements in an amount of no less than \$1,000,000 with an insurance company authorized to do business in the State of Utah that has an A.M. Best's rating of A+ VII or better and shall name Grantor as an additional insured on such policy. The amount of coverage shall be increased from time to time if necessary in order to be at least equal to the amount of coverage obtained by HOA for its general operations. The policy shall provide that it shall not be canceled as to Grantor without thirty (30) days written notice to Grantor. A certificate of insurance evidencing such coverage shall be provided to Grantor on or before November 1 of each year. In the event Grantor shall receive any notice that the liability insurance required hereunder has lapsed or been canceled, then Grantor, upon ten (10) days' written notice to Grantee, shall have the immediate right to pay for such insurance and place a lien against the Grantee Property. The minimum limits of liability insurance provided for in this Section 8, may be adjusted by Grantor, but in no event decreased, as of every fifth (5th) anniversary of the date of this Agreement to that

amount of insurance which in Grantor's reasonable judgment is then being customarily required by prudent owners of real property put to similar uses.

9. Notices. Any notices, demands or other communications required or permitted to be given hereunder shall be given in writing to the address of the party as shown below (or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner as herein provided), and shall be delivered (i) in person, against receipt, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by U.S. Express Mail or a commercial overnight courier that guarantees delivery within the next two business days. Such notices shall be deemed to be given (i) when actually delivered, in the case of personal delivery; (ii) when delivered as confirmed by the return receipt if sent by certified mail; or (iii) within two business days of deposit with a courier in the case of U.S. Express Mail or commercial overnight courier.

If to Grantor:

Escala Partners, Ltd.

With Copy To:

Holland & Hart LLP
60 East South Temple, Suite 2000
Salt Lake City, Utah 84111
Attn: David K. Broadbent

If to Grantee:

Timberwolf Subdivision Homeowners' Association

With Copy To:

Wrona, Fitlow and Parrish, P.C.
1816 Prospector Avenue, Suite 100
Park City, Utah 84060
Attn: Joseph E. Wrona

10. Attorneys' Fees. If any action or proceeding shall be instituted by either party, or their respective successors or assigns, for enforcement or interpretation of any of its rights or remedies in or under this Agreement, the prevailing party shall be entitled to recover from the other party costs and expenses incurred by such party in said action and any appeal therefrom, including without limitation court costs, attorneys' fees and costs of suit as determined by the court.

(1) Recording. This Agreement and any amendments hereto, shall be recorded in the real property records of the Summit County Recorder.

a. Running of Benefits and Burdens; Vesting of Interests. The Temporary Easement, Permanent Easement and all provisions of this Agreement, including the benefits and burdens, are appurtenant to and run with the Grantor Property and Grantee Property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Temporary Easement and Permanent Easement shall constitute covenants running with the land, and shall burden the Grantor Property as the servient estate, and benefit the Grantee Property as the dominant estate, and shall be binding upon the Grantor, its successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Grantor Property.

12. Severability. If any provision of this Agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

13. Entire Agreement. This Agreement contains the entire agreement between parties related to the rights, privileges and authorities herein granted to the obligations herein assumed. In the event of conflict between this Agreement and any other document, this Agreement shall control. Any oral representations or modifications supplementing this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

14. Neutral Construction. Each party has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, no presumption shall arise against any party by virtue of participation in the drafting.

15. Authorization. Each party represents and warrants that it has full power and authority to enter into this Agreement and to carry out the terms and provisions thereof.

16. Governing Law. The laws of the State of Utah shall govern the validity, performance and enforcement of this Easement and any action to enforce the terms herein shall be brought in the District Court for Summit County, Utah.

17. Cooperation. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the parties' use of the Temporary Access Ways and the Permanent Access Ways.

18. Rights of Grantor's Subsequent Mortgagees. All mortgages, trust deeds and other liens and encumbrances attaching to or otherwise affecting the Temporary Access Ways or Permanent Access Ways, Grantor, or its successors or assigns, either now or in the future, shall be subordinate and junior in priority to and shall not be deemed or interpreted to encumber any of Grantee's easements, rights or interests as set forth in this Agreement.

19. Settlement Agreement. This Agreement arises in connection with the Settlement Agreement and is not intended to supercede or modify the terms of the Settlement Agreement not expressly addressed in this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

ESCALA PARTNERS, LTD.

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____ March, 2004 by _____ the _____ of Escala Partners, Ltd.

Notary Public

My commission expires: _____

Residing at: _____

TIMBERWOLF HOMEOWNERS ASSOCIATION, INC.

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____ the _____ of Timberwolf Homeowners Association, Inc.

Notary Public

My commission expires: _____

Residing at: _____

James E. Pumphrey, Jr.

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by James E. Pumphrey, Jr.

Notary Public

My commission expires:

Residing at: _____

Barbara Pumphrey

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Barbara Pumphrey.

Notary Public

My commission expires:

Residing at: _____

David DiCesaris

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by David DiCesaris.

Notary Public

My commission expires: _____

Residing at: _____

Kathleen DiCesaris

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Kathleen DiCesaris.

Notary Public

My commission expires: _____

Residing at: _____

WORLD CLASS PROPERTIES, LC

By: _____
Its: _____

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by _____ the _____ of World Class Properties, LC.

Notary Public

My commission expires _____

Residing at: _____

Robert W. Brady

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Robert W. Brady.

Notary Public

My commission expires _____

Residing at: _____

Unofficial copy

_____ Linda L. Brady

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by Linda L. Brady.

_____ Notary Public

My commission expires: _____

Residing at: _____

_____ Stephen I. Goldware

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by Stephen I. Goldware.

_____ Notary Public

My commission expires: _____

Residing at: _____

Maureen L. Goldware

STATE OF _____)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by Maureen L. Goldware.

Notary Public

My commission expires: _____

Residing at: _____

VENTURE WEST INVESTMENT, LLC

By: _____

Its: _____

STATE OF _____)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by _____ the _____ of Venture West Investment, LLC.

Notary Public

My commission expires: _____

Residing at: _____

Zamir Tarmu

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by Zamir Tarmu.

Notary Public

My commission expires: _____

Residing at: _____

Gary McGrath

STATE OF _____)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by Gary McGrath.

Notary Public

My commission expires: _____

Residing at: _____

Halbert L. White, Jr.

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Halbert L. White, Jr.

Notary Public

My commission expires:

Residing at: _____

Ashley F. Chan

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Ashley F. Chan

Notary Public

My commission expires:

Residing at: _____

Robert G. Rosenthal

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Robert G. Rosenthal.

Notary Public

My commission expires:

Residing at:

Beth R. Rosenthal

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Beth R. Rosenthal.

Notary Public

My commission expires:

Residing at:

Jeff Rose

STATE OF _____)

COUNTY OF _____)
ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Jeff Rose.

Notary Public

My commission expires:

Residing at: _____

Val Grigorian

STATE OF _____)

COUNTY OF _____)
ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Val Grigorian.

Notary Public

My commission expires:

Residing at: _____

Charles Heath

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Charles Heath.

Notary Public

My commission expires:

Residing at:

Douglass Merritt

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Douglass Merritt.

Notary Public

My commission expires:

Residing at:

Robert W. Brady, Trustee of the
Robert W. Brady Living Trust

STATE OF _____

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Robert W. Brady, Trustee of the Robert W. Brady Living Trust.

Notary Public

My commission expires:

Residing at: _____

LENDER CONSENT AND SUBORDINATION AGREEMENT

_____, whose address is _____ (“Lender”) is the beneficiary under that certain Deed of Trust dated _____, executed by Grantor with _____, a Utah _____, as trustee, which was recorded on _____, in the Office of the Summit County, Utah Recorder as Entry No. _____, in Book _____, Page _____ (the “Trust Deed”), which encumbers the Grantor Property. Pursuant to this Lender Consent and Subordination Agreement (“Consent”) Lender acknowledges that the Grantor Property and the improvements thereon will be substantially benefited from the granting of the above Temporary Easement and Permanent Easement.

NOW, THEREFORE, as the holder of an interest in all or a portion of the Grantor Property, Lender hereby (a) consents to the Agreement; (b) consents to the recordation of the Agreement in the official records of the County Recorder for Summit County, Utah (the “Official Records”), and (c) acknowledges that its interest in the Grantor Property shall be subject and subordinate to the provisions of the Agreement, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Agreement in the Official Records; provided, however, that any lien arising under the Agreement shall be subordinate and inferior to any lien for general taxes and assessments and any mortgage or deed of trust held by the undersigned. Notwithstanding the above, nothing in this Consent shall be construed to impose on the undersigned any personal obligation created by the Agreement, regardless of whether the undersigned later acquires fee title to the property burdened by the Agreement through foreclosure or otherwise (a “Title Acquisition”). This Consent shall terminate and shall be without further force and effect upon the earlier of: (a) payment in full of the obligations secured by the Trust Deed, or (b) the undersigned’s sale or transfer, following a Title Acquisition, of its interest in the Grantor Property.

IN WITNESS WHEREOF, Lender executes this Lender Consent and Subordination Agreement as of the day and year first above written.

LENDER:

a _____

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

:ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, the _____ of _____.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

EXHIBIT A

Legal Description of Grantor Property

That certain real property located in Summit County, Utah more particularly described as follows:

Parcel 1:

Commencing at the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; thence North $89^{\circ}59'43''$ West 1887.02 feet; thence South 0.89 feet to the Southerly right of way line of High Mountain Road and the Easterly line Lot 16 of the Park City West Plat No. 2, on file and of record in the office of the Summit County Recorder, said point being the POINT OF BEGINNING; thence South along the East line of said Lot 16, a distance of 193.48 feet; thence leaving said East line South $51^{\circ}34'55''$ East, a distance of 185.07 feet; thence South, a distance of 215.00 feet to the centerline of Red Pine Road Right-of-Way; thence along said centerline, West a distance of 145.00 feet; thence leaving the centerline North, a distance of 44.87 feet to the Southwest corner of vacated Lot 14 of said subdivision; thence along the South line of said vacated Lot 14, West, a distance of 147.29 feet to the Southwest corner of said vacated Lot 14; thence leaving said vacated Lot 14 and along the boundary of said Park City West Plat No. 2 the following calls: South, a distance of 25.00 feet; thence West, a distance of 300.00 feet; thence North, a distance of 25.00 feet; thence West, a distance of 126.23 feet to the Southwest corner of vacated Lot 13 of said subdivision; thence along the West line of said Lot, North, a distance of 479.50 feet to the Northwest corner of said vacated Lot 13; thence East along the said subdivision boundary, a distance of 406.23 feet to the vacated centerline of Brad Avenue of said Park City West Plat No. 2; thence along said centerline the following calls: South, a distance of 66.00 feet to a point of curve to the left having a radius of 60.00 feet and a central angle of $60^{\circ}00'00''$; thence Southeasterly along the arc a distance of 62.83 feet; thence South $60^{\circ}00'00''$ East, a distance of 29.92 to the intersection of the centerline of vacated Jeannine Drive; thence along the centerline of the vacated Jeannine Drive North $30^{\circ}00'00''$ East, a distance of 143.02 feet to the Southerly right of way line of said High Mountain Road and point of curvature of a 200 foot radius curve to the right, radius point bears South $17^{\circ}24'57''$ East; thence along the arc of said curve and said right of way 40.77 feet through a central angle of $11^{\circ}40'46''$ to the curves end and the POINT OF BEGINNING.

Parcel 2:

Together with a right-of-way for roadway purposes, as granted in that certain Warranty Deed recorded August 2, 1977 as Entry No. 139331 in Book M97 at Page 730 of the Official Records, being more particularly described as being fifty (50) feet in width, twenty-five (25) feet on either side of the following described center line:

Beginning at a point on the South line of a country road which is 1253 feet North and 750 feet West from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; and running thence South 680.6 feet; thence South $10^{\circ}00'$ East 355 feet; thence 1112.96 feet along the arc of a 636.62 foot radius curve to the right; thence West 881 feet.

Summit County Tax Serial No's.: PP-75-3, PP-2-K-1-A, PW-2-9, PW-2-10, PW-2-11, PW-2-12 and PW-2-13.

EXHIBIT B

Legal Description of Grantee Property

That certain real property located in Summit County, Utah more particularly described as follows:

A parcel of land within the Northeast Quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Commencing at the Northeast Corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian: thence South $00^{\circ}00'17''$ West 1208.50 feet; thence North $89^{\circ}49'43''$ West 1862 feet to the POINT OF BEGINNING; thence West 640.60 feet; thence North 680.00 feet; thence East 640.60 feet; thence South 680.00 feet to the Point of Beginning. Containing 10.00 Acres.

EXHIBIT C

Legal Description of Temporary Access Ways

All of the real property located in Summit County, Utah more particularly described as follows:

Parcel 1:

Commencing at the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; thence North $89^{\circ}59'43''$ West 1887.02 feet; thence South 0.89 feet to the Southerly right of way line of High Mountain Road and the Easterly line Lot 16 of the Park City West Plat No. 2, on file and of record in the office of the Summit County Recorder, said point being the POINT OF BEGINNING; thence South along the East line of said Lot 16, a distance of 193.48 feet; thence leaving said East line South $51^{\circ}34'55''$ East, a distance of 185.07 feet; thence South, a distance of 215.00 feet to the centerline of Red Pine Road Right-of-Way; thence along said centerline, West, a distance of 145.00 feet; thence leaving the centerline North, a distance of 44.87 feet to the Southwest corner of vacated Lot 14 of said subdivision; thence along the South line of said vacated Lot 14, West, a distance of 147.29 feet to the Southwest corner of said vacated Lot 14; thence leaving said vacated Lot 14 and along the boundary of said Park City West Plat No. 2 the following calls: South, a distance of 25.00 feet; thence West, a distance of 300.00 feet; thence North, a distance of 25.00 feet; thence West, a distance of 126.23 feet to the Southwest corner of vacated Lot 13 of said subdivision; thence along the West line of said Lot, North, a distance of 479.50 feet to the Northwest corner of said vacated Lot 13; thence East along the said subdivision boundary, a distance of 406.23 feet to the vacated centerline of Brad Avenue of said Park City West Plat No. 2; thence along said centerline the following calls: South, a distance of 66.00 feet to a point of curve to the left having a radius of 60.00 feet and a central angle of $60^{\circ}00'00''$; thence Southeasterly along the arc a distance of 62.83 feet; thence South $60^{\circ}00'00''$ East, a distance of 29.92 to the intersection of the centerline of vacated Jeannine Drive; thence along the centerline of the vacated Jeannine Drive North $30^{\circ}00'00''$ East, a distance of 143.02 feet to the Southerly right of way line of said High Mountain Road and point of curvature of a 200 foot radius curve to the right, radius point bears South $17^{\circ}24'57''$ East; thence along the arc of said curve and said right of way 40.77 feet through a central angle of $11^{\circ}40'46''$ to the curves end and the POINT OF BEGINNING.

Parcel 2:

Together with a right-of-way for roadway purposes, as granted in that certain Warranty Deed recorded August 2, 1977 as Entry No. 139351 in Book M97 at Page 730 of the Official Records; being more particularly described as being fifty (50) feet in width, twenty-five (25) feet on either side of the following described center line:

Beginning at a point on the South line of a country road which is 1253 feet North and 750 feet West from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; and running thence South 680.6 feet; thence South $10^{\circ}00'$ East 355 feet; thence 1112.96 feet along the arc of a 636.62 foot radius curve to the right; thence West 881 feet.

Summit County Tax Serial No's.: PP-75-3, PP-2-K-1-A, PW-2-9, PW-2-10, PW-2-11, PW-2-12 and PW-2-13.

EXHIBIT D

Legal Description of Permanent Access Ways

SKI TRAIL EASEMENT "A" AT ESCALA

A Private Ski Trail Easement, together with rights of ingress and egress upon over and across the following described lands:

A twenty (20) foot wide easement being ten (10) feet on each side of the following described centerline:

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being N.89°59'43"W, a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the south line of said Section 36, S.89°59'43"E., a distance of 330.95 feet; thence leaving said section line, South, a distance of 514.15 feet to the POINT OF BEGINNING; thence N.03°03'27"E., a distance of 18.86 feet to a point of curve to the right having a radius of 200.00 feet and a central angle of 16°27'13"; thence northerly along the arc a distance of 57.43 feet; thence N.19°30'41"E., a distance of 89.44 feet to a point of curve to the left having a radius of 500.00 feet and a central angle of 13°48'31"; thence northerly along the arc a distance of 120.50 feet; thence N.05°42'10"E., a distance of 82.81 feet to a point of curve to the right having a radius of 100.00 feet and a central angle of 57°40'02"; thence northeasterly along the arc a distance of 100.65 feet; thence N.63°22'12"E., a distance of 168.49 feet to the northerly boundary of the Escala Property Boundary and POINT OF ENDING.

SKI TRAIL EASEMENT "B" AT ESCALA

A Private Ski Trail Easement, together with rights of ingress and egress upon over and across the following described lands:

A twenty (20) foot wide easement being ten (10) feet on each side of the following described centerline:

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being N.89°59'43"W., a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the south line of said Section 36, S.89°59'43"E., a distance of 770.10 feet; thence leaving said section line, South, a distance of 502.88 feet to the POINT OF BEGINNING; thence N.08°34'42"E., a distance of 6.43 feet to a point of curve to the right having a radius of 80.00 feet and a central angle of 49°27'10"; thence northeasterly along the arc a distance of 69.05 feet; thence N.58°01'52"E., a distance of 47.05 feet to a point of curve to the left having a radius of 80.00 feet and a central angle of 51°30'30"; thence northeasterly along the arc a distance of 71.92 feet to a point of compound curve to the left having a radius of 60.00 feet and a central angle of 41°04'07"; thence northerly along the arc, a distance of 43.01 feet to a point of compound curve to the left having a radius of 225.00 feet and a central angle of 09°36'39"; thence northwesterly along the arc, a distance of 37.74 feet; thence N.52°08'33"W., a distance of 54.62 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N.42°54'47"E., a radial distance of 86.75 feet; thence northwesterly along the arc, through a central angle of 43°59'38", a distance of 66.61 feet; thence North, a distance of 23.14 feet to a point of curve to the left having a radius of 70.00 feet and a central angle of 61°28'02"; thence northwesterly along the arc a distance of 75.10 feet; thence N.61°28'02"W., a distance of 25.04 feet; ("NO SKIING OR RIDING IN THE FOLLOWING PORTION OF THE EASEMENT IT IS DESIGNATED WALKING ONLY. ROADS AND SIDEWALK IMPROVEMENTS WILL BE CONSTRUCTED IN THIS AREA"); thence N.61°28'02"W., a distance of 28.18 feet to the POINT OF ENDING.

Unofficial Copy

SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN

POINT OF ENDING SKI EASEMENT "B"

BASIS OF BEARING

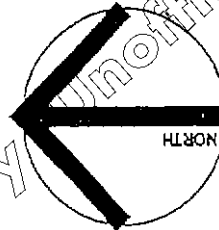
POINT OF ENDING SKI EASEMENT "A"

NO SKIING OR RIDING IN THIS PORTION OF THE EASEMENT. IT IS DESIGNATED WALKING ONLY. ROADS AND SIDEWALK IMPROVEMENTS WILL BE CONSTRUCTED IN THIS AREA.

ESCALA PROPERTY BOUNDARY

S89°59'43"E

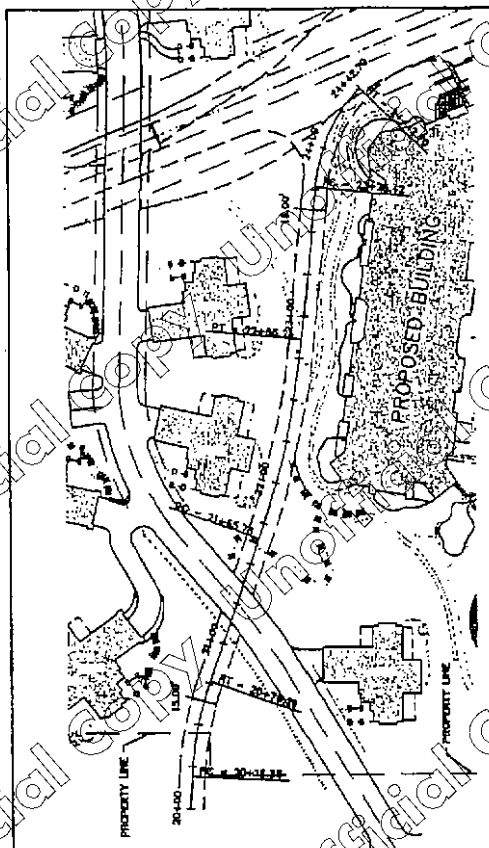
SOUTH QUARTER CORNER SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN



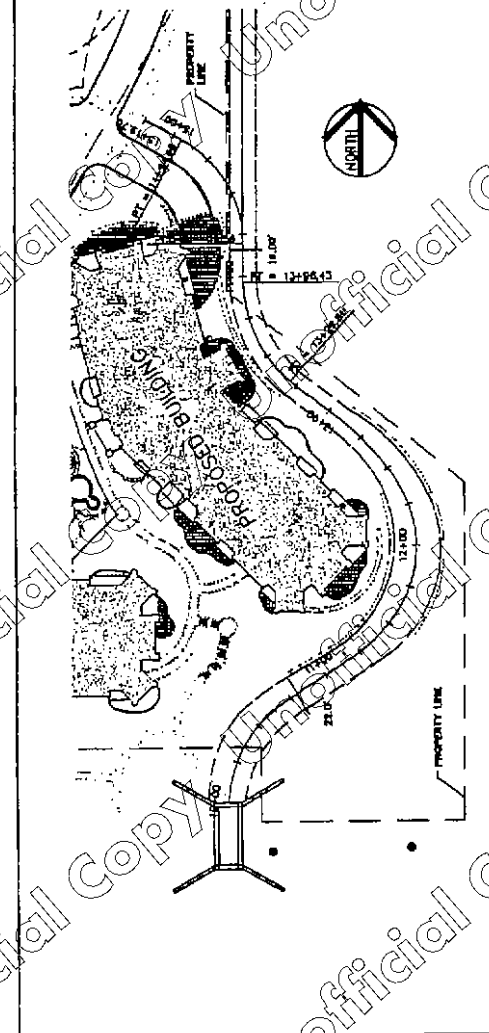
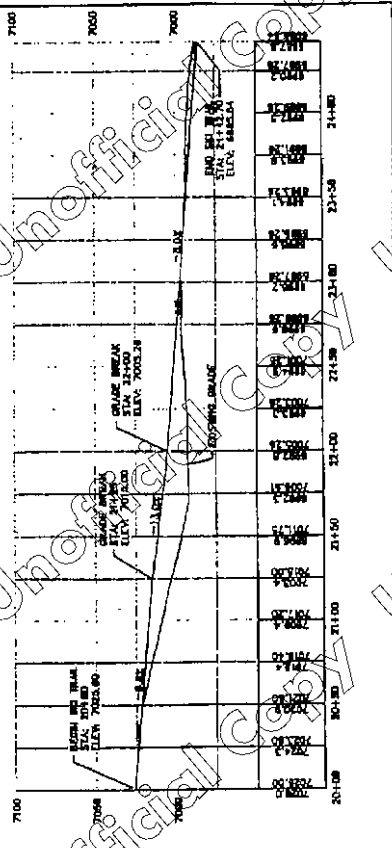
SCALE: 1" = 100'

P.O.B SKI EASEMENT "A"

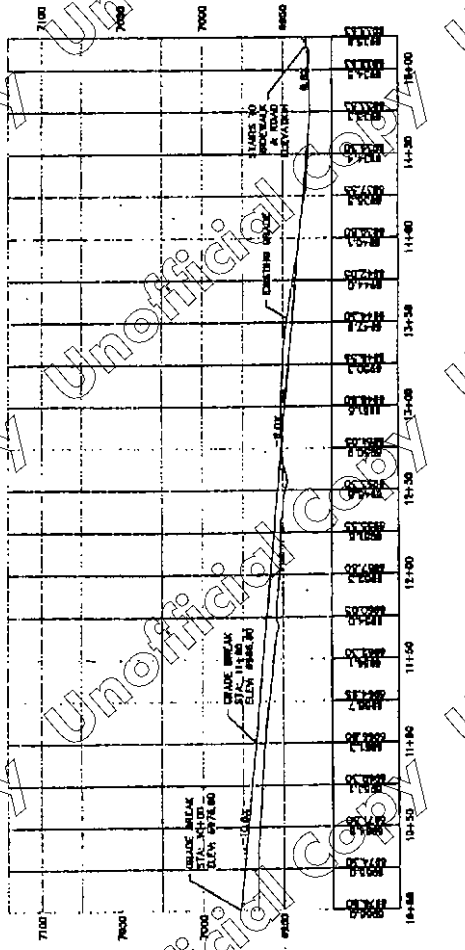
P.O.B SKI EASEMENT "B"



ESCALITA SKI TRAIL A



ESCALITA SKI TRAIL B



ESCALITA
SKI
EASEMENTS

| | |
|-------------|----------|
| PROJECT NO. | 05409404 |
| DATE | 10/20/04 |
| MTS | 05409404 |
| DATE | 10/20/04 |
| PROJECT NO. | 9385 |
| DATE | 10/20/04 |
| EXHIBIT A | |

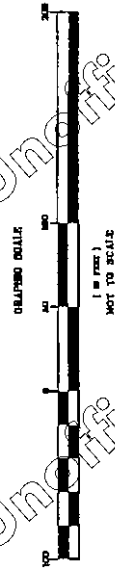


EXHIBIT E

Permitted Encumbrances

8. Taxes for the year 2003, now a lien, not yet due or payable. Taxes for the year 2002, have not been paid. (Serial No. PP-75-3, PP-2-K-1-A, PW-2-9, PW-2-10, PW-2-11, PW-2-12 and PW-2-13)

9. (Affects portions)

Preliminary Tax Sale in favor of Summit County for delinquent general taxes for the year 2002 in the amount of \$40,818.87. Entered in Tax Sale Records for the year 2002. Subject to redemption including penalty, interest and costs. (Serial No. PP-75-3)

Subsequent delinquencies were added to said sale as follows: Year 2003, \$40,303.88, plus interest, penalty and cost.

10. (Affects portions)

Preliminary Tax Sale in favor of Summit County for delinquent general taxes for the year 2002 in the amount of \$15,678.24. Entered in Tax Sale Records for the year 2002. Subject to redemption including penalty, interest and costs. (Serial No. PP-2-K-1-A)

Subsequent delinquencies were added to said sale as follows: Year 2003, \$15,468.53, plus interest, penalty and cost.

11. (Affects portions)

Preliminary Tax Sale in favor of Summit County for delinquent general taxes for the year 2002 in the amount of \$9,004.28. Entered in Tax Sale Records for the year 2002. Subject to redemption including penalty, interest and

costs. (Serial No. PW-2-9)

Subsequent delinquencies were added to said sale as follows: Year 2003, \$8,890.68, plus interest, penalty and cost.

12. (Affects portions)

Preliminary Tax Sale in favor of Summit County for delinquent general taxes for the year 2002 in the amount of \$10,204.72. Entered in Tax Sale Records for the year 2002. Subject to redemption including penalty, interest and costs. (Serial No. PW-2-10)

Subsequent delinquencies were added to said sale as follows: Year 2003, \$10,975.97, plus interest, penalty and cost.

13. (Affects portions)

Preliminary Tax Sale in favor of Summit County for delinquent general taxes for the year 2002 in the amount of \$8,604.30. Entered in Tax Sale Records for the year 2002. Subject to redemption including penalty, interest and costs. (Serial No. PW-2-11)

Subsequent delinquencies were added to said sale as follows: Year 2003, \$8,495.74, plus interest, penalty and cost.

14. (Affects portions)

Preliminary Tax Sale in favor of Summit County for delinquent general taxes for the year 2002 in the amount of \$8,203.82. Entered in Tax Sale Records for the year 2002. Subject to redemption including penalty, interest and costs. (Serial No. PW-2-12)

Subsequent delinquencies were added to said sale as follows: Year 2003, \$8,100.32, plus interest, penalty and cost.

15. (Affects portions)

Preliminary Tax Sale in favor of Summit County for delinquent general taxes for the year 2002 in the amount of \$47,622.51. Entered in Tax Sale Records for the year 2002. Subject to redemption including penalty, interest and costs. (Serial No. PW-2-13)

Subsequent delinquencies were added to said sale as follows: Year 2003, \$47,021.69, plus interest, penalty and cost.

16. Said property lies within the boundaries of Snyderville Basin Water Reclamation District and is subject to any and all charges and assessments thereof.

17. Said property lies within the boundaries of The Snyderville Basin Special Recreation District and is subject to any and all charges and assessments thereof.

18. Said property lies within the boundaries of Kimball Area Transportation Special Service District and is subject to any and all charges and assessments thereof.

19. Said property lies within the boundaries of The Snyderville Basin Public Transportation District and is subject to any and all charges and assessments thereof.

20. (Affects this and other property)

The terms, conditions, covenants, restrictions and provisions contained in that certain Development Agreement For The Canyons Specially Planned Area recorded July 28, 1998 as Entry No. 513500 in Book 1168 at Page 82 of the Official Records, reference to which is hereby made for the particulars.

Amended and Restated Development Agreement for The Canyons Specially Planned Area recorded November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of the Official Records, reference to which is hereby made for the particulars.

Notice of Amended and Restated Development Agreement by and between ASC Utah, Inc., a Maine corporation, Iron Mountain Associates, L.L.C., a Utah limited liability company and Ski Land, L.L.C., a Utah limited liability company, recorded April 11, 2003 as Entry No. 654518 in Book 1525 at Page 1829 of the official records.

21. The terms, conditions, covenants, restrictions and provisions contained in that certain Resort Village Management Agreement recorded December 15, 1999 as Entry No. 555285 in Book 1300 at Page 1 of the official records, reference to which is hereby made for the particulars.

22. (Affects the Southerly 25 feet)

A perpetual right-of-way and easement for roadway purposes and for the construction, alteration, maintenance and repair of underground utilities including water, electrical power, telephone and natural gas, fifty-(50) feet in width, twenty-five (25) feet on either side of the following described centerline:

Beginning at a point in the South line of a county road which is 1253 feet North and 750 feet West from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; and running thence South 680.6 feet; thence South 10°00' East 335 feet; thence 1,112.96 feet along the arc of a 636.62 foot radius curve to the right; thence West 881 feet.

as created by that certain Warranty Deed executed by Franklin D. Richards, Jr., David K. Richards, D. James Cannon, and Grant MacFarlane, Jr., as Trustees, and recorded August 2, 1977 as Entry No. 139351 in Book M97 at Page 730 of the official records, reference to which is hereby made for the particulars.

23. (Affects the easement set forth above)

The terms and conditions contained in that certain Agreement by and between Ruth B. Weight, Richard Howe, Grant Macfarlane and Richard Moyle recorded November 22, 1985 as Entry No. 242144 in Book 362 at Page 345 of the official records, reference to which is hereby made for the particulars.

24. (Affects the Southerly 35 feet)

Subject to a perpetual, non-exclusive right of way 35 feet in width over, along and across the following described tract of land:

BEGINNING at a point South 568.5 feet, West 410.0 feet, North 67°00' West 305.7 feet, North 48°30' West 510.0 feet, West 208.57 feet, and South 504.5 feet from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian, said point of beginning being the Southeast corner of a tract of land owned by Grantors and on the center line of an existing 50 foot right-of-way, and running thence West 420.49 feet; thence North 35 feet; thence East 420.49 feet; thence South 35 feet to the point of BEGINNING.

"The right-of-way granted by this conveyance is for the purpose of ingress and egress to and from properties located to the East and West of the above described tract and shall include the right to place on said right-of-way any and all improvements which shall make such ingress and egress easier or more pleasant, including but not limited to, the right to grade, roadbase, pave, curb and/or gutter said right-of-way provided, however, that Grantor shall not in any event be required to bear any expense of any character for improvements to said right-of-way and in the event it be necessary to relocate any existing utilities or appurtenances thereto, including, without limitation, utility meters, then Grantee or his successors in interest as a condition to the exercise of the rights herein granted shall bear the entire costs associated with such work and shall hold Grantors harmless from any such costs."

as created by that certain Quit Claim Deed executed by Harold R. Weight and Ruth B. Weight and recorded May 27, 1988 as Entry No. 290662 in Book 478 at Page 412 of the official records.

Note: The legal description of the above referenced right of way was corrected by that certain Quit Claim Deed (Correction Deed) executed by Harold R. Weight and Ruth B. Weight and recorded September 30, 1991 as Entry

No. 347754 in Book 626 at Page 663, wherein said right of way is more particularly described as follows:

COMMENCING at a point which is on the centerline of a 50 foot right of way easement South 524.26 feet, more or less, from a point on the North Section line which is West 1477.57 feet from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian, said point of beginning being the Southeast corner of a tract of land owned by Grantors; thence West 420.43 feet; thence North 35.0 feet; thence East 420.43 feet; thence South 35.0 feet, more or less, to the point of BEGINNING.

25. The terms, conditions, covenants, restrictions and provisions contained in, and the easements created by that certain Easement Agreement by and between Timber Wolf Development, L.C., Wolf Mountain Resorts, L.C., Joseph Cox and Don M. Muller and Carolyne K. Muller, Trustees and recorded July 11, 1996 as Entry No. 457965 in Book 977 at Page 445 of the official records, reference to which is hereby made for the particulars.
26. The terms, conditions, covenants, restrictions and provisions contained in, and the easements created by that certain Grant of Easement by and between C and M Properties, L.L.C., and ASC Utah, Inc., and recorded January 15, 1998 as Entry No. 497092 in Book 1110 at Page 416 of the official records, reference to which is hereby made for the particulars.
27. Easement and right of way for the repair, maintenance, and operation of sewers, pipes, and appurtenances thereto as created in favor of Snyderville Basin Sewer Improvement District by instrument recorded October 14, 1998 as Entry No. 519853 in Book 1190 at Page 698 of the official records, said easement being more particularly described as follows:

A 30-foot wide sanitary sewer easement in favor of Snyderville Basin Sewer Improvement District, said easement being 15 feet on each side from the following described center line:

Beginning at a point East 288.40 feet and South 38.58 feet from the Northwest corner of Timberwolf Subdivision, according to the official plat thereof as filed and of record at the Summit County Recorder's office; and running thence North 04°38'53" East 87.31 feet; thence South 88°30'12" East 263.39 feet; thence North 88°47'06" East 380.00 feet; thence North 87°13'33" East 294.00 feet; thence North 70°54'48" East 188.00 feet; thence North 53°26'56" East 189.00 feet; thence North 36°39'26" East 188.00 feet; thence North 23°19'17" East 100.00 feet; thence North 11°49'08" East 121.00 feet; thence North 04°10'44" East 221.00 feet; thence North 10°18'14" West 93.68 feet to the point of terminus.
28. Terms, conditions, covenants, restrictions and provisions contained in, and the easements created by that certain Reciprocal Easements Agreement by and between C and M Properties, L.L.C., a Utah limited liability company and John Hewlett, as Trustee of The Ruth B. Weight Charitable Remainder Unitrust and John B. Hewlett, as Trustee of The Harold and Ruth Weight Charitable Remainder Unitrust, recorded April 14, 1999 as Entry No. 535935 in Book 1248 at Page 13 of the official records, reference to which is hereby made for the particulars.
29. Terms, conditions, covenants, restrictions and provisions contained in, and the easements created by that certain Skier Bridge / Easement Agreement by and between Timberwolf Development, L.C., the Canyons Estates Homeowners Association and its individual members and C & M Properties, L.L.C., recorded September 9, 1999 as Entry No. 548249 in Book 1286 at Page 1309 of the official records, reference to which is hereby made for the particulars.
30. Terms, conditions, provisions and easements contained in that certain Reciprocal Easements Agreement by and between C and M Properties, L.L.C., a Utah limited liability company, John B. Hewlett, as Trustee of The Ruth B. Weight Charitable Remainder Unitrust and John B. Hewlett, as Trustee of the Harold and Ruth Weight Charitable Remainder Unitrust, recorded January 27, 2000 as Entry No. 557984 in Book 1305 at Page 31 of the official records, reference to which is hereby made for the particulars.

31. Terms, conditions, provisions and easements contained in that certain Ski Easement Agreement by and between C and M Properties, L.L.C., a Utah limited liability company and ASC Utah, Inc., a Maine corporation, recorded October 25, 2002 as Entry No. 636071 in Book 1482 at Page 1350 of the official records, reference to which is hereby made for the particulars.
32. Terms, conditions, provisions and easements contained in that certain Ski Lift Easement Agreement by and between C and M Properties, L.L.C., a Utah limited liability company and ASC Utah, Inc., a Maine corporation, recorded October 25, 2002 as Entry No. 636072 in Book 1482 at Page 1358 of the official records, reference to which is hereby made for the particulars.
33. Terms, conditions, provisions and easements contained in that certain Easement Agreement by and between C and M Properties, L.L.C., a Utah limited liability company and Summit Water Distribution Company, a Utah non-profit mutual water company, recorded October 25, 2002 as Entry No. 636073 in Book 1482 at Page 1368 of the official records, reference to which is hereby made for the particulars.
34. Terms, conditions, covenants, restrictions and provisions contained in, and the easements created by that certain Ski Lift and Trail Easement Agreement by and between Escala, LLC, a Utah limited liability company and ASC Utah, Inc., a Maine corporation, recorded October 16, 2003 as Entry No. 676584 in Book 1576 at Page 1010 of the official records, reference to which is hereby made for the particulars.
35. (Affects portions of the subject property)
Easements for public utilities and incidental purposes over, along and across the subject property as set forth on the recorded plat of Park City West, Plat No. 2 subdivision.
36. (Affects this and other property)
Reservations contained in that certain Patent executed by the United States of America and recorded January 8, 1907 as Entry No. 15164 in Book I at Page 26 of the official records, set forth as follows:

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of a proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."
37. (Affects this and other property)
Terms and conditions contained in that certain Contract for the sale and use of untreated water by and between Weber Basin Water Conservancy District and Grant MacFarlane, Jr., Franklin D. Richards, Jr., David K. Richards and D. James Cannon, Trustees recorded February 5, 1969 as Entry No. 108578 in Book M20 at Page 1 of the Official Records, reference to which is hereby made for the particulars.

Terms and conditions contained in that certain Amendment to Contract for the sale and use of untreated water by and between Weber Basin Water Conservancy District and Grant MacFarlane, Jr., Franklin D. Richards and D. James Cannon, Trustees recorded March 12, 1979 as Entry No. 154089 in Book M129 at Page 452 of the official records, reference to which is hereby made for the particulars.
38. (Affects portions of this and other property)
Petition to Weber Basin Water Conservancy District for the Allotment of Water wherein Harold R. Weight and Ruth B. Weight applied for the allotment and beneficial use of 1.0 acre feet of water annually, said Petition being recorded October 21, 1988 as Entry No. 299117 in Book 498 at Page 17 of the official records.
39. (Affects portions of this and other property)

Petition to Weber Basin Water Conservancy District for the Allotment of Water wherein Ruth B. Weight applied for the allotment and beneficial use of 2.0 acre feet of water annually, said Petition being recorded August 31, 1993 as Entry No. 386281 in Book 748 at Page 565 of the Official Records.

40. A Term Loan Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing:

Dated : October 25, 2002
Trustor : Escala Partners, Ltd., a Texas limited partnership
Stated Amount : \$6,090,000.00
Trustee : U.S. Bank National Association
Beneficiary : U.S. Bank National Association
Recorded : October 25, 2002 as Entry No. 636075 in Book 1482 at Page 1411 of the official records

41. A Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing:

Dated : October 23, 2002
Trustor : Escala Partners, Ltd., a Texas limited partnership
Stated Amount : \$1,700,000.00
Trustee : First American Title Insurance Agency, Inc.
Beneficiary : James Schneider
Recorded : October 25, 2002 as Entry No. 636076 in Book 1482 at Page 1437 of the official records.

The lien of said Note and Deed of Trust was subordinated to the lien of that certain Term Loan Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing in favor of U.S. Bank National Association and recorded October 23, 2002 as Entry No. 636075 in Book 1482 at Page 1411 by virtue of that certain Subordination Agreement dated October 23, 2002 and recorded October 25, 2002 as Entry No. 636078 in Book 1482 at Page 1464 of the official records.

42. A Trust Deed With Assignment of Rents:

Dated : October 10, 2002
Trustor : Escala Partners, Ltd., a Texas limited partnership
Stated Amount : \$400,000.00
Trustee : First American Title Insurance Agency, Inc.
Beneficiary : C and M Properties, L.L.C.
Recorded : October 25, 2002 as Entry No. 636077 in Book 1482 at Page 1456 of the official records.

The lien of said Note and Deed of Trust was subordinated to the lien of that certain Term Loan Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing in favor of U.S. Bank National Association and recorded October 25, 2002 as Entry No. 636075 in Book 1482 at Page 1411 by virtue of that certain Subordination Agreement dated October 25, 2002 and recorded October 25, 2002 as Entry No. 636079 in Book 1482 at Page 1467 of the official records.

Assigned to : JRRNL Trust 1998, an Arizona Irrevocable Trust
Dated : January 10, 2003
Recorded : January 14, 2003 as Entry No. 644756 in Book 1504 at Page 698 of the official records.

43. A Claim of Mechanics Lien, Notice of which was recorded by Bodell Construction Company as claimant, recorded March 27, 2003 as Entry No. 652680 in Book 1521 at Page 1357 of the official records. Amount of Claim Not Shown.

Any judgment or court order in that certain suit pending in the District Court, in and for Summit County, wherein

Bodell Construction Company, appears as plaintiff, and Escala Partners appears as defendant, the object of said suit being to foreclose the above referenced mechanic's lien.

44. A Claim of Mechanics Lien, Notice of which was recorded by IBI Group as claimant, recorded June 6, 2003 as Entry No. 661095 in Book 1540 at Page 1433 of the official records. Amount of Claim \$640,697.47.

Amended Notice of Lien recorded by IBI Group, recorded July 11, 2003 as Entry No. 664924 in Book 1550 at Page 1433 of the official records, reference to which is hereby made for the particulars.

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EXHIBIT F

Notice of Conversion

When recorded, return to:

David K. Broadbent
Holland & Hart, LLP
60 East South Temple, Suite 2000
Salt Lake City, Utah 84111

NOTICE OF CONVERSION

THIS NOTICE OF CONVERSION (the "Notice") is made and entered into as of the ___ day of _____, 20__ by Escala Partners, Ltd. ("Escala") and Timberwolf Subdivision Homeowners' Association, Inc. (the "Association").

RECITALS:

A. Escala, as Grantor, and the Association and the owners of platted lots in the Timberwolf Subdivision (the "Owners"), as Grantee, are parties to an Easement Agreement, which was recorded _____ as Entry No. _____, in Book _____, beginning at Page _____ in the Official Records of the Office of the Summit County Recorder (the "Easement Agreement").

B. Pursuant to the terms of the Easement Agreement, Escala granted to the Association, Owners and certain other individuals described in the Easement Agreement as the "Benefited Parties", a temporary easement in certain real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Temporary Access Ways").

C. Pursuant to the terms of the Easement Agreement, Escala also granted to the Benefited Parties a permanent easement in certain real property more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Permanent Access Ways"), which is designed to replace the easement granted for the Temporary Access Ways upon the satisfaction of certain conditions described in the Easement Agreement.

D. The conditions for converting the Benefited Parties' easement from the Temporary Access Ways to the Permanent Access Ways under the Easement Agreement have been satisfied. Therefore, Escala and the Association (on behalf of the Association and the Owners) desire to terminate the Benefited Parties' right to use the Temporary Access Ways in favor of the Benefited Parties' right to use the Permanent Access Ways, all on the terms set forth in the Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Escala and the Association agree as follows:

TIMBERWOLF HOMEOWNERS
ASSOCIATION, INC.

By: _____
Its: _____

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of
_____ 200_ by _____ the _____ of
Timberwolf Homeowners Association, Inc.

Notary Public

My commission expires:

Residing at: _____

EXHIBIT A

Legal Description of Temporary Access Ways

All of the real property located in Summit County, Utah more particularly described as follows:

Parcel 1:

Commencing at the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; thence North $89^{\circ}59'43''$ West 1887.02 feet; thence South 0.89 feet to the Southerly right of way line of High Mountain Road and the Easterly line Lot 16 of the Park City West Plat No. 2, on file and of record in the office of the Summit County Recorder; said point being the POINT OF BEGINNING; thence South along the East line of said Lot 16, a distance of 193.48 feet; thence leaving said East line South $51^{\circ}34'55''$ East, a distance of 185.07 feet; thence South, a distance of 215.00 feet to the centerline of Red Pine Road Right-of-Way; thence along said centerline, West, a distance of 145.00 feet; thence leaving the centerline North, a distance of 44.87 feet to the Southwest corner of vacated Lot 14 of said subdivision; thence along the South line of said vacated Lot 14, West, a distance of 147.29 feet to the Southwest corner of said vacated Lot 14; thence leaving said vacated Lot 14 and along the boundary of said Park City West Plat No. 2 the following calls: South, a distance of 25.00 feet; thence West, a distance of 300.00 feet; thence North, a distance of 25.00 feet; thence West, a distance of 126.23 feet to the Southwest corner of vacated Lot 13 of said subdivision; thence along the West line of said Lot, North, a distance of 479.50 feet to the Northwest corner of said vacated Lot 13; thence East along the said subdivision boundary, a distance of 406.23 feet to the vacated centerline of Brad Avenue of said Park City West Plat No. 2; thence along said centerline the following calls: South, a distance of 66.00 feet to a point of curve to the left having a radius of 60.00 feet and a central angle of $60^{\circ}00'00''$; thence Southeasterly along the arc a distance of 62.83 feet; thence South $60^{\circ}00'00''$ East, a distance of 29.92 to the intersection of the centerline of vacated Jeannine Drive; thence along the centerline of the vacated Jeannine Drive North $30^{\circ}00'00''$ East, a distance of 143.02 feet to the Southerly right of way line of said High Mountain Road and point of curvature of a 200 foot radius curve to the right, radius point bears South $17^{\circ}24'57''$ East; thence along the arc of said curve and said right of way 40.77 feet through a central angle of $11^{\circ}40'46''$ to the curves end and the POINT OF BEGINNING

Parcel 2:

Together with a right-of-way for roadway purposes, as granted in that certain Warranty Deed recorded August 2, 1977 as Entry No. 139351 in Book M97 at Page 730 of the Official Records; being more particularly described as being fifty (50) feet in width, twenty-five (25) feet on either side of the following described center line:

Beginning at a point on the South line of a country road which is 1253 feet North and 750 feet West from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; and running thence South 680.6 feet; thence South $10^{\circ}00'$ East 355 feet; thence 1112.96 feet along the arc of a 636.62 foot radius curve to the right; thence West 881 feet.

Summit County Tax Serial No's.: PP-75-3, PP-2-K-1-A, PW-2-9, PW-2-10, PW-2-11, PW-2-12 and PW-2-13.

EXHIBIT B

Legal Description of Permanent Access Ways

SKI TRAIL EASEMENT "A" AT ESCALA

A Private Ski Trail Easement, together with rights of ingress and egress upon over and across the following described lands:

A twenty (20) foot wide easement being ten (10) feet on each side of the following described centerline:

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being N.89°59'43"W., a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the south line of said Section 36, S.89°59'43"E., a distance of 330.95 feet; thence leaving said section line, South, a distance of 514.15 feet to the POINT OF BEGINNING; thence N.03°03'27"E., a distance of 18.86 feet to a point of curve to the right having a radius of 200.00 feet and a central angle of 16°27'13"; thence northerly along the arc a distance of 57.43 feet; thence N.19°30'41"E., a distance of 89.44 feet to a point of curve to the left having a radius of 500.00 feet and a central angle of 13°48'31"; thence northerly along the arc a distance of 120.50 feet; thence N.05°42'10"E., a distance of 82.81 feet to a point of curve to the right having a radius of 100.00 feet and a central angle of 57°40'02"; thence northeasterly along the arc a distance of 100.65 feet; thence N.63°22'12"E., a distance of 168.49 feet to the northerly boundary of the Escala Property Boundary and POINT OF ENDING.

SKI TRAIL EASEMENT "B" AT ESCALA

A Private Ski Trail Easement, together with rights of ingress and egress upon over and across the following described lands:

A twenty (20) foot wide easement being ten (10) feet on each side of the following described centerline:

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being N.89°59'43"W., a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the south line of said Section 36, S.89°59'43"E., a distance of 770.10 feet; thence leaving said section line, South, a distance of 502.88 feet to the POINT OF BEGINNING; thence N.08°34'42"E., a distance of 6.43 feet to a point of curve to the right having a radius of 80.00 feet and a central angle of 49°27'10"; thence northeasterly along the arc a distance of 69.05 feet; thence N.58°01'52"E., a distance of 47.05 feet to a point of curve to the left having a radius of 80.00 feet and a central angle of 51°30'30"; thence northeasterly along the arc a distance of 71.92 feet to a point of compound curve to the left having a radius of 60.00 feet and a central angle of 41°04'07"; thence northerly along the arc, a distance of 43.01 feet to a point of compound curve to the left having a radius of 225.00 feet and a central angle of 09°36'39"; thence northwesterly along the arc, a distance of 37.74 feet; thence N.52°08'33"W., a distance of 54.62 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N.42°54'47"E., a radial distance of 86.75 feet; thence northwesterly along the arc, through a central angle of 43°59'38", a distance of 66.61 feet; thence North, a distance of 23.14 feet to a point of curve to the left having a radius of 70.00 feet and a central angle of 61°28'02"; thence northwesterly along the arc a distance of 75.10 feet; thence N.61°28'02"W., a distance of 25.04 feet; ("NO SKIING OR RIDING IN THE FOLLOWING PORTION OF THE EASEMENT IT IS DESIGNATED WALKING ONLY. ROADS AND SIDEWALK IMPROVEMENTS WILL BE CONSTRUCTED IN THIS AREA"); thence N.61°28'02"W., a distance of 28.18 feet to the POINT OF ENDING.

Unofficial Copy

SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN

POINT OF ENDING SKI EASEMENT "B"

889°59'43"E

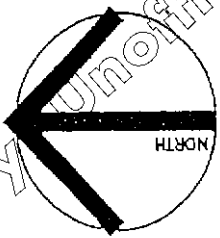
POINT OF ENDING SKI EASEMENT "A"

NO SKIING OR RIDING IN THIS PORTION OF THE EASEMENT. IT IS DESIGNATED WALKING ONLY. ROADS AND BIOWALK IMPROVEMENTS WILL BE CONSTRUCTED IN THIS AREA.

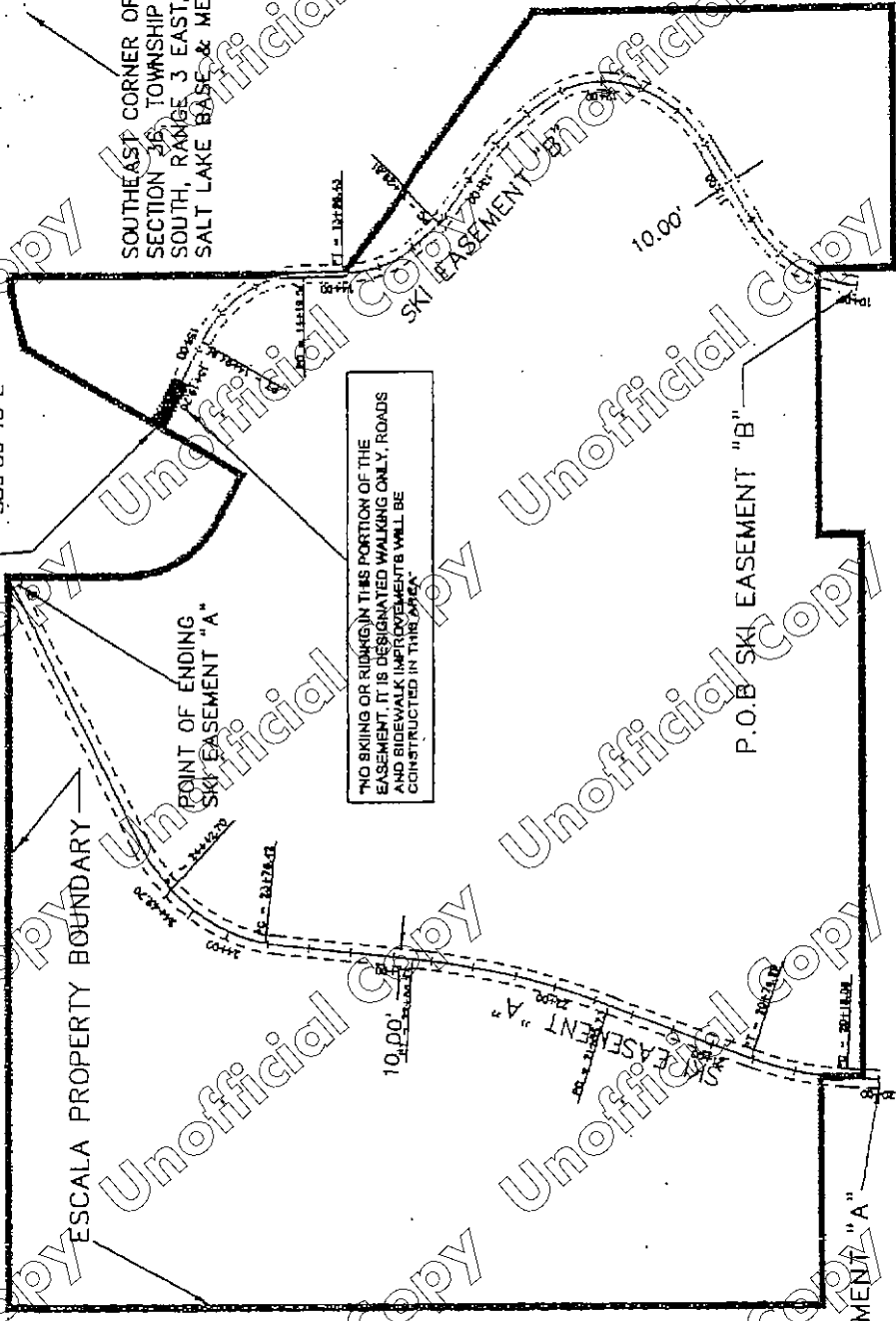
ESCALA PROPERTY BOUNDARY

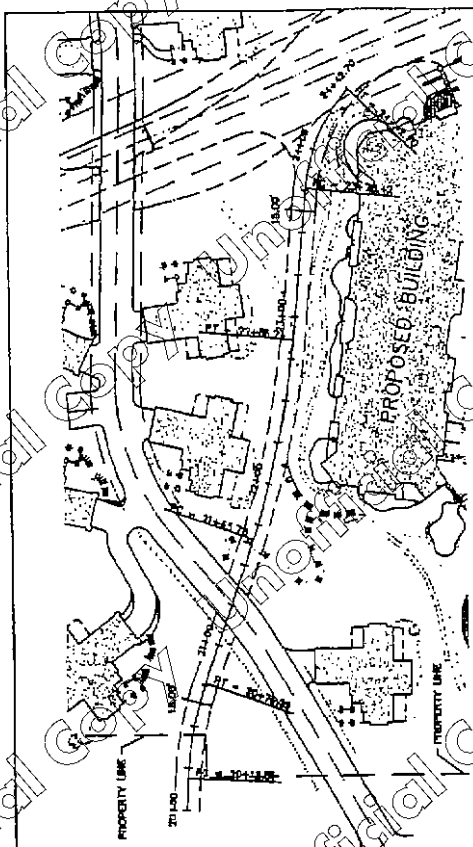
889°59'43"E

SOUTH QUARTER CORNER SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN

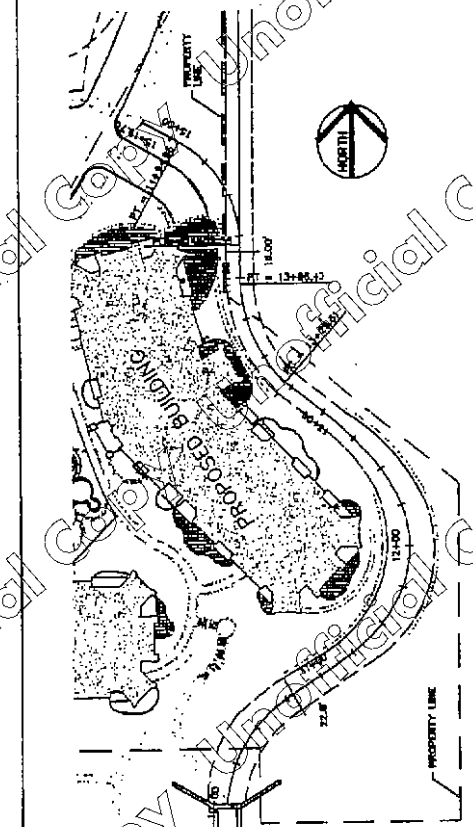
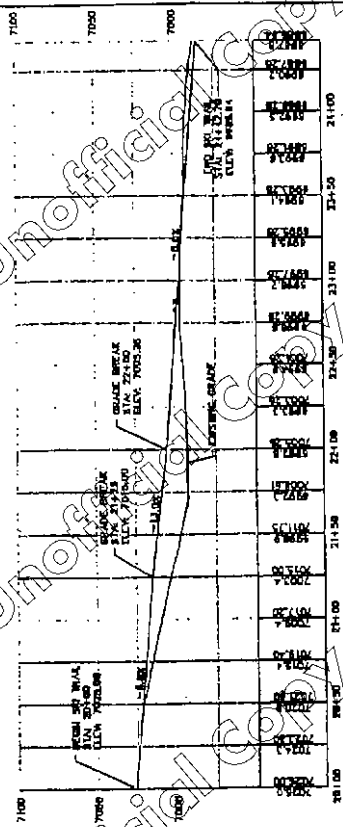


SCALE: 1" = 100'

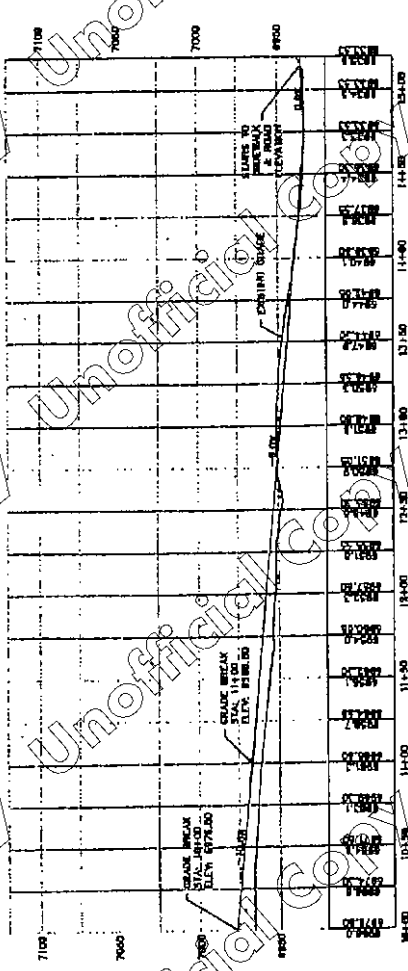




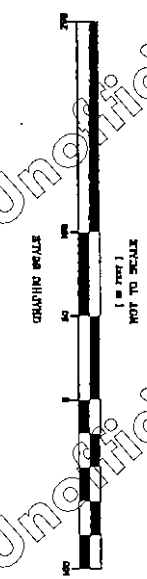
ESCALA SKI TRAIL A



ESCALA SKI TRAIL B



| | | | | |
|---------|----------|------------------|---------|-----------|
| PROJECT | ESCALA | SKI EASEMENTS | DATE | 05/08/04 |
| | NTS | | CHECKED | |
| SCALE | AS SHOWN | PROJECT NO. | 9385 | EXHIBIT A |
| | AS SHOWN | DATE | | |



SKI TRAIL EASEMENT "A" AT ESCALA

A Private Ski Trail Easement, together with rights of ingress and egress upon over and across the following described lands:

A twenty (20) foot wide easement being ten (10) feet on each side of the following described centerline:

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being N.89°59'43"W., a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the south line of said Section 36, S.89°59'43"E., a distance of 330.95 feet; thence leaving said section line, South, a distance of 514.15 feet to the POINT OF BEGINNING; thence N.03°03'27"E., a distance of 18.86 feet to a point of curve to the right having a radius of 200.00 feet and a central angle of 16°27'13"; thence northerly along the arc a distance of 57.43 feet; thence N.19°30'41"E., a distance of 89.44 feet to a point of curve to the left having a radius of 500.00 feet and a central angle of 13°48'31"; thence northerly along the arc a distance of 120.50 feet; thence N.05°42'10"E., a distance of 82.81 feet to a point of curve to the right having a radius of 100.00 feet and a central angle of 57°40'02"; thence northeasterly along the arc a distance of 100.65 feet; thence N.63°22'12"E., a distance of 168.49 feet to the northerly boundary of the Escala Property Boundary and POINT OF ENDING.

Unofficial Copy

SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN

POINT OF ENDING SKI EASEMENT "B" S89°59'43"E

POINT OF ENDING SKI EASEMENT "A"

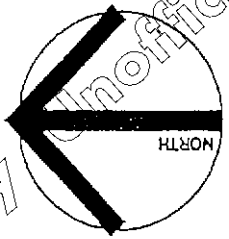
NO RIDING OR RIDING IN THIS PORTION OF THE EASEMENT. IT IS TERMINATED WALKING ONLY. ROADS AND SIDEWALK IMPROVEMENTS WILL BE CONSTRUCTED IN THIS AREA

P.O.B SKI EASEMENT "B"

P.O.B SKI EASEMENT "A"

S89°59'43"E

SOUTH QUARTER CORNER SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN



SCALE: 1" = 100'

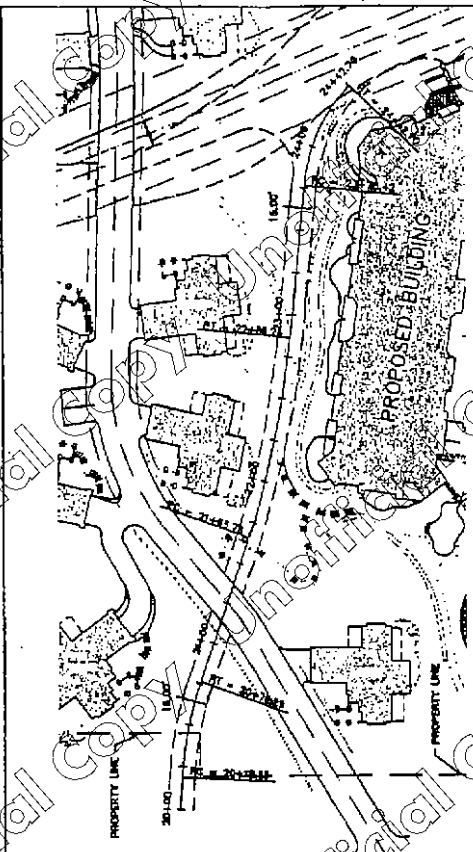
ESCALA PROPERTY BOUNDARY

BASIS OF BEARING

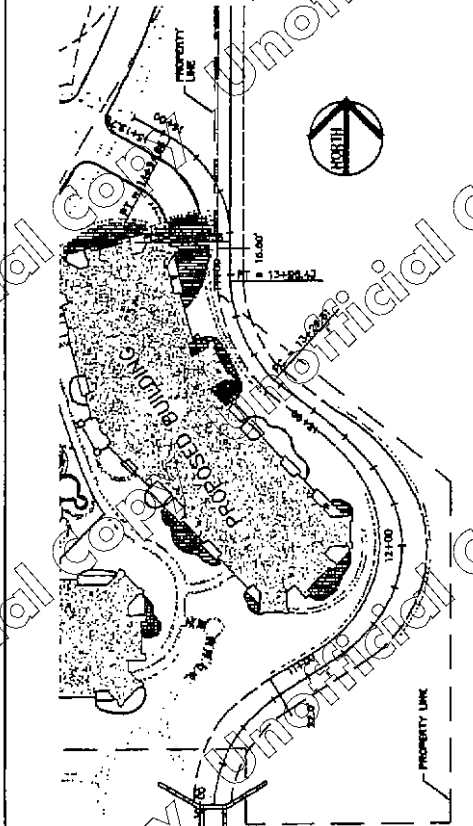
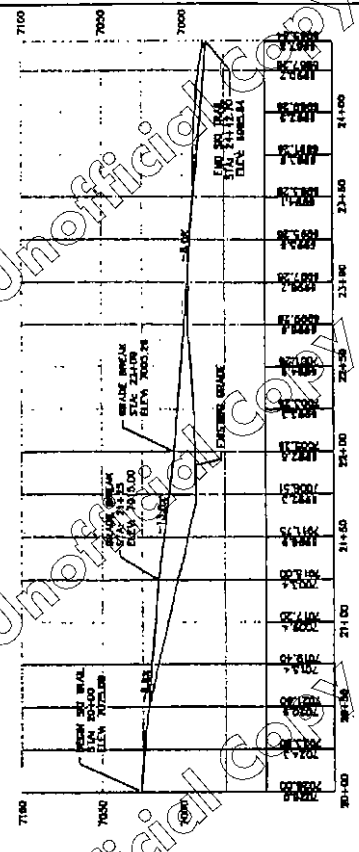
SKI EASEMENT "A"

SKI EASEMENT "B"

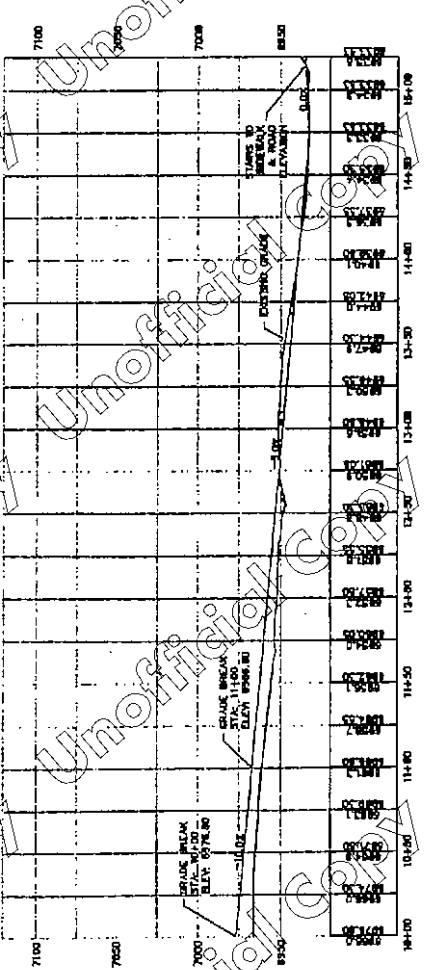
Unofficial Copy



ESCALA SKI TRAIL A



ESCALA SKI TRAIL B



| | | | |
|----------|---------------|------------|-------------|
| PROJECT | ESCALA | SHEET NO. | 9385 |
| | SKI EASEMENTS | | EXHIBIT A |
| DATE | 05/09/04 | PROJECT | |
| DRAWN BY | (signature) | CHECKED BY | (signature) |

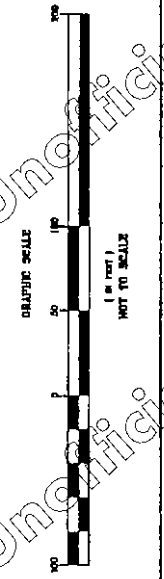


EXHIBIT C

Escala Ski Trail A

EXHIBIT D

Escala Ski Trail B

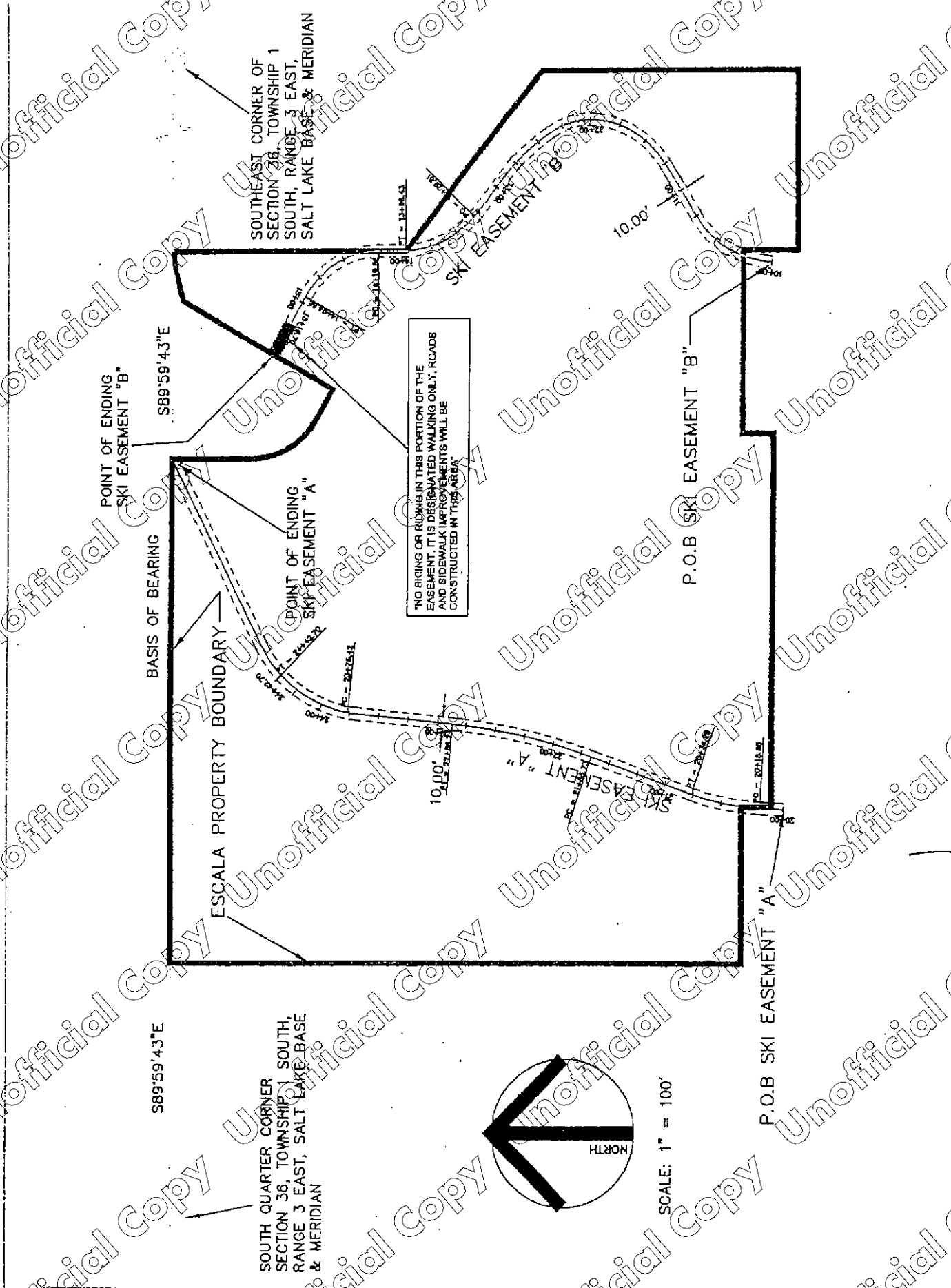
SKI TRAIL EASEMENT "B" AT ESCALA

A Private Ski Trail Easement, together with rights of ingress and egress upon over and across the following described lands:

A twenty (20) foot wide easement being ten (10) feet on each side of the following described centerline:

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being N.89°59'43"W., a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the south line of said Section 36, S.89°59'43"E., a distance of 770.10 feet; thence leaving said section line, South, a distance of 502.88 feet to the POINT OF BEGINNING; thence N.08°34'42"E., a distance of 6.43 feet to a point of curve to the right having a radius of 80.00 feet and a central angle of 49°27'10"; thence northeasterly along the arc a distance of 69.05 feet; thence N.58°01'52"E., a distance of 47.05 feet to a point of curve to the left having a radius of 80.00 feet and a central angle of 51°30'30"; thence northeasterly along the arc a distance of 71.92 feet to a point of compound curve to the left having a radius of 60.00 feet and a central angle of 41°04'07"; thence northerly along the arc, a distance of 43.01 feet to a point of compound curve to the left having a radius of 225.00 feet and a central angle of 09°36'39"; thence northwesterly along the arc, a distance of 37.74 feet; thence N.52°08'33"W., a distance of 54.62 feet to the point of curve of a non tangent curve to the right, of which the radius point lies N.42°54'47"E., a radial distance of 86.75 feet; thence northwesterly along the arc, through a central angle of 43°59'38", a distance of 66.61 feet; thence North, a distance of 23.14 feet to a point of curve to the left having a radius of 70.00 feet and a central angle of 61°28'02"; thence northwesterly along the arc a distance of 75.10 feet; thence N.61°28'02"W., a distance of 25.04 feet; ("NO SKIING OR RIDING IN THE FOLLOWING PORTION OF THE EASEMENT. IT IS DESIGNATED WALKING ONLY. ROADS AND SIDEWALK IMPROVEMENTS WILL BE CONSTRUCTED IN THIS AREA"); thence N.61°28'02"W., a distance of 28.18 feet to the POINT OF ENDING.

Unofficial Copy



SOUTHEAST CORNER OF
SECTION 26, TOWNSHIP 1
SOUTH, RANGE 3 EAST,
SALT LAKE BASE & MERIDIAN

POINT OF ENDING
SKI EASEMENT "B"

POINT OF ENDING
SKI EASEMENT "A"

"NO BIKING OR RIDING IN THIS PORTION OF THE
EASEMENT. IT IS DESIGNATED WALKING ONLY. ROADS
AND SIDEWALK IMPROVEMENTS WILL BE
CONSTRUCTED IN THIS AREA"

BASIS OF BEARING

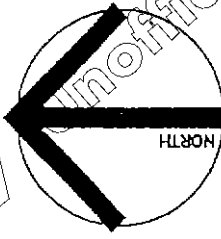
ESCALA PROPERTY BOUNDARY

P.O.B SKI EASEMENT "B"

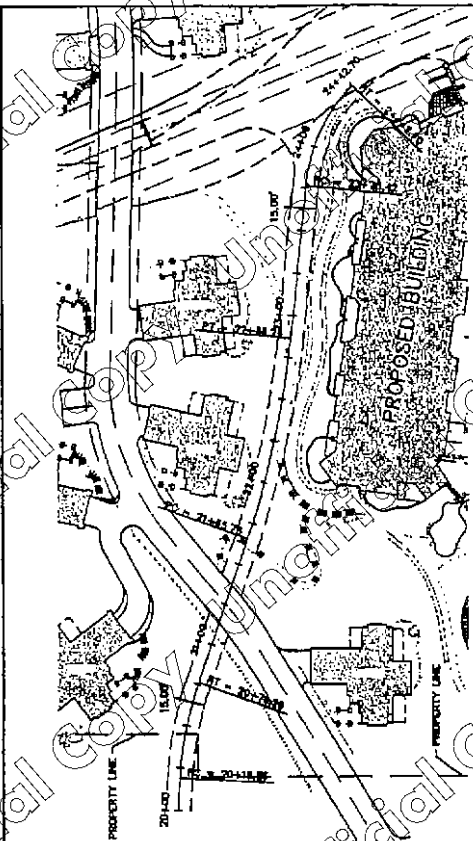
P.O.B SKI EASEMENT "A"

$S89^{\circ}59'43''E$

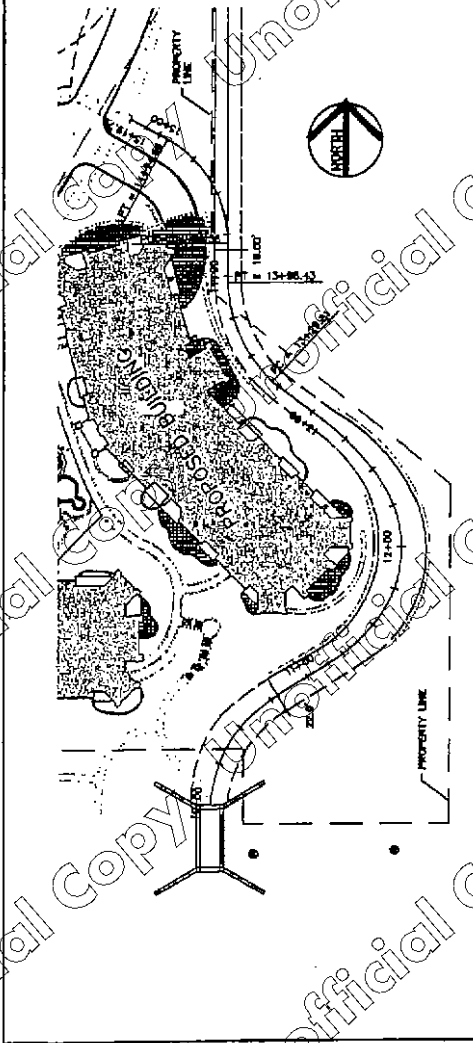
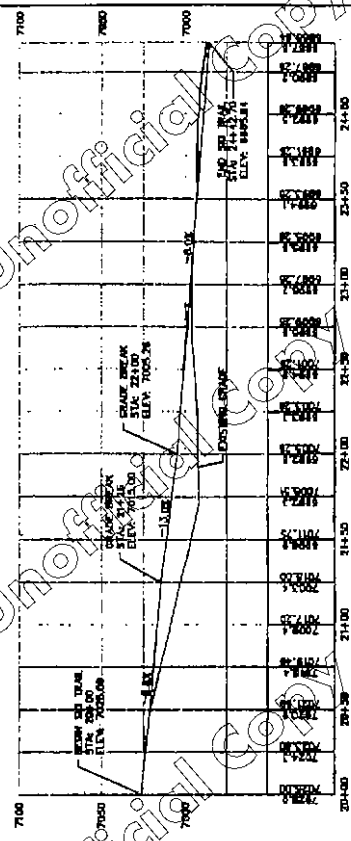
SOUTH QUARTER CORNER
SECTION 36, TOWNSHIP 1
SOUTH, RANGE 3 EAST, SALT LAKE BASE
& MERIDIAN



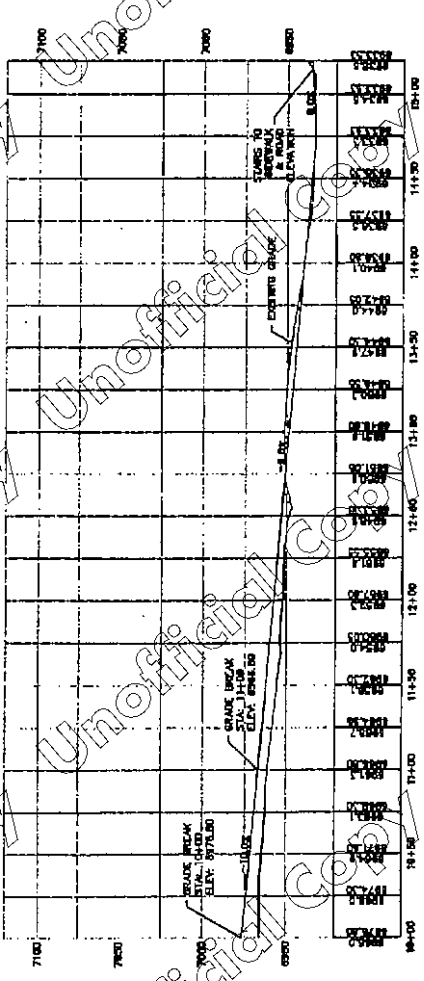
SCALE: 1" = 100'



ESCALA SKI TRAIL A



ESCALA SKI TRAIL B



ESCALA SKI EASEMENTS

| | | | |
|--------------|-------------|-----------|---------|
| PROJECT | DATE | BY | CHECKED |
| | 06/08/04 | ATS | |
| | | CR | |
| PROPERTY NO. | PROJECT NO. | SHEET NO. | |
| 9385 | 9385 | EXHIBIT A | |



EXHIBIT E

Termination Agreement

WHEN RECORDED, return to:
David K. Broadbent
Holland & Hart LLP
60 East South Temple, Suite 2000
Salt Lake City, Utah 84111

EASEMENT TERMINATION AGREEMENT

THIS EASEMENT TERMINATION AGREEMENT (Termination") is entered into as of April ____ 2004 by and among (i) Timberwolf Subdivision Homeowners Association, Inc. ("HOA"); (ii) James E. Pumphrey, Jr., Barbara Pumphrey, David DiCesaris, Kathleen DiCesaris; World Class Properties, LC; Robert W. Brady, Linda L. Brady; Stephen I. Goldware; Maureen L. Goldware; Venture West Investment, LLC, Zamir Tafnu; Gary McGrath, Halbert D. White, Jr.; Robert G. Rosenthal; Beth R. Rosenthal; Ashley F. Chan; Jeff Rose; Val Grigorian; Charles Heath; Douglass Merritt; and Robert W. Brady, Trustee of the Robert W. Brady Living Trust (collectively referred to herein as "Owners"); and (iii) Escala Partners, Ltd. ("Escala").

RECITALS:

A. On or about July 11, 1996, Joseph Cox and Don M. Muller and Carolynne K. Muller, as Trustees of the Muller Trust dated November 5, 1993 ("Cox and Muller"), Timberwolf Development, L.C. ("Timberwolf"), and Wolf Mountain Resorts, L.C. ("Wolf Mountain") entered into an Easement Agreement which was recorded on July 11, 1996 with the County Recorder of Summit County, Utah as Entry No. 00457965, in Book 00977, Page 00445 ("1996 Easement Agreement"). The 1996 Easement Agreement, among other matters, created certain easements with respect to certain parcels of real property located in Summit County, Utah, and described on Exhibit A (the "Escala Property") and Exhibit B (the "Timberwolf Property").

B. On or about September 9, 1999 Timberwolf, HOA, then known as Canyon Estates Homeowners Association, and C and M Properties, L.L.C., which was the owner of the Escala Property, entered into a Skier Bridge/Easement Agreement ("1999 Easement Agreement"). The 1999 Easement Agreement was recorded on September 9, 1999 with the County Recorder of Summit County, Utah as Entry No. 00548249, in Book 01286, Page 01309. The 1999 Easement Agreement granted certain licenses and easements upon the Escala Property for the benefit of the Timberwolf Property.

C. Escala is the holder of fee title to the Escala Property and the Owners and HOA are the holders of fee title to the Timberwolf Property and all of the rights of Timberwolf and Wolf Mountain for the benefit of the Timberwolf Property under the 1996 Easement Agreement and the 1999 Easement Agreement.

D. The Owners and HOA desire to terminate the 1996 Easement Agreement and all of the rights, duties, obligations, restrictions, easements, licenses, covenants and similar interests created thereunder to the extent the 1996 Easement Agreement burdens the Escala Property.

E. Escala, the Owners and HOA desire to terminate the 1999 Easement Agreement and all of the rights, duties, obligations, restrictions, easements, licenses, covenants and similar interests created thereunder.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties hereto agree as follows:

1. HOA, Owners and Escala hereby unconditionally and irrevocably agree that all rights, duties, restrictions, easements, licenses, covenants and obligations created by the 1996 Easement Agreement that burden or affect the HOA, Owners and/or Escala in any way shall be and hereby are terminated and shall have no further force or effect.

2. HOA, Owners and Escala hereby unconditionally and irrevocably agree that all rights, duties, restrictions, easements, licenses, covenants and obligations created by the 1999 Easement Agreement that burden or affect the HOA, Owners and/or Escala in any way shall be and hereby are terminated and shall have no further force or effect.

3. Nothing in this Termination shall be construed to extinguish any duty or obligation created by the 1996 Easement Agreement or 1999 Easement Agreement, which may be owed by Timberwolf and/or Wolf Mountain to HOA, Owners and/or Escala.

4. This Termination may be executed in counterparts.

[Signature Pages Follow]

James E. Pumphrey, Jr.

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by James E. Pumphrey, Jr.

Notary Public

My commission expires:

Residing at:

Barbara Pumphrey

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Barbara Pumphrey.

Notary Public

My commission expires:

Residing at:

Robert W. Brady

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Robert W. Brady.

Notary Public

My commission expires: _____

Residing at: _____

Linda L. Brady

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Linda L. Brady.

Notary Public

My commission expires: _____

Residing at: _____

Stephen I. Goldware

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Stephen I. Goldware.

Notary Public

My commission expires: _____

Residing at: _____

Maureen L. Goldware

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Maureen L. Goldware.

Notary Public

My commission expires: _____

Residing at: _____

VENTURE WEST INVESTMENT, LLC

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by _____ the _____ of Venture West Investment, LLC.

Notary Public

My commission expires: _____

Residing at: _____

WORLD CLASS PROPERTIES, LC

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2004 by _____ the _____ of World Class Properties, LC.

Notary Public

My commission expires: _____

Residing at: _____

Zamir Tarmu

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Zamir Tarmu.

Notary Public

My commission expires: _____

Residing at: _____

Gary McGrath

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Gary McGrath.

Notary Public

My commission expires: _____

Residing at: _____

Halbert L. White, Jr.

STATE OF _____)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Halbert L. White, Jr.

Notary Public

My commission expires: _____

Residing at: _____

Ashley F. Chan

STATE OF _____)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Ashley F. Chan.

Notary Public

My commission expires: _____

Residing at: _____

Robert G. Rosenthal

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Robert G. Rosenthal.

Notary Public

My commission expires:

Residing at:

Beth R. Rosenthal

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Beth R. Rosenthal.

Notary Public

My commission expires:

Residing at:

Jeff Rose

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Jeff Rose.

Notary Public

My commission expires: _____

Residing at: _____

Val Grigorian

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Val Grigorian.

Notary Public

My commission expires: _____

Residing at: _____

Robert W. Brady, Trustee of the
Robert W. Brady Living Trust

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2004 by Robert W. Brady, Trustee of the Robert W. Brady Living Trust.

Notary Public

My commission expires:

Residing at: _____

Charles Heath

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Charles Heath.

Notary Public

My commission expires: _____

Residing at: _____

Douglass Merritt

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Douglass Merritt.

Notary Public

My commission expires: _____

Residing at: _____

EXHIBIT A

Legal Description of the Escala Property

That certain real property located in Summit County, Utah more particularly described as follows:

Parcel 1:

Commencing at the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; thence North $89^{\circ}59'43''$ West 1887.02 feet; thence South 0.89 feet to the Southerly right of way line of High Mountain Road and the Easterly line Lot 16 of the Park City West Plat No. 2, on file and of record in the office of the Summit County Recorder, said point being the POINT OF BEGINNING; thence South along the East line of said Lot 16, a distance of 193.48 feet; thence leaving said East line South $51^{\circ}34'55''$ East, a distance of 185.07 feet; thence South, a distance of 215.00 feet to the centerline of Red Pine Road Right-of-Way; thence along said centerline, West, a distance of 145.00 feet; thence leaving the centerline North, a distance of 44.87 feet to the Southwest corner of vacated Lot 14 of said subdivision; thence along the South line of said vacated Lot 14, West, a distance of 147.29 feet to the Southwest corner of said vacated Lot 14; thence leaving said vacated Lot 14 and along the boundary of said Park City West Plat No. 2 the following calls: South, a distance of 25.00 feet; thence West, a distance of 300.00 feet; thence North, a distance of 25.00 feet; thence West, a distance of 126.23 feet to the Southwest corner of vacated Lot 13 of said subdivision; thence along the West line of said Lot, North, a distance of 479.50 feet to the Northwest corner of said vacated Lot 13; thence East along the said subdivision boundary, a distance of 406.23 feet to the vacated centerline of Brad Avenue of said Park City West Plat No. 2; thence along said centerline the following calls: South, a distance of 66.00 feet to a point of curve to the left having a radius of 60.00 feet and a central angle of $60^{\circ}00'00''$; thence Southeasterly along the arc a distance of 62.83 feet; thence South $60^{\circ}00'00''$ East, a distance of 29.92 to the intersection of the centerline of vacated Jeannine Drive; thence along the centerline of the vacated Jeannine Drive North $30^{\circ}00'00''$ East, a distance of 143.02 feet to the Southerly right of way line of said High Mountain Road and point of curvature of a 200 foot radius curve to the right, radius point bears South $17^{\circ}24'57''$ East; thence along the arc of said curve and said right of way 40.77 feet through a central angle of $11^{\circ}40'46''$ to the curves end and the POINT OF BEGINNING.

Parcel 2:

Together with a right-of-way for roadway purposes, as granted in that certain Warranty Deed recorded August 2, 1977 as Entry No. 139351 in Book M97 at Page 730 of the Official Records; being more particularly described as being fifty (50) feet in width, twenty-five (25) feet on either side of the following described center line:

Beginning at a point on the South line of a country road which is 1253 feet North and 750 feet West from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; and running thence South 680.6 feet; thence South $10^{\circ}00'$ East 355 feet; thence 1112.96 feet along the arc of a 636.62 foot radius curve to the right; thence West 881 feet.

Summit County Tax Serial No's.: PP-75-3, PP-2-K-1-A, PW-2-9, PW-2-10, PW-2-11, PW-2-12 and PW-2-13.

EXHIBIT B

Legal Description of the Timberwolf Property

That certain real property located in Summit County, Utah more particularly described as follows:

A parcel of land within the Northeast Quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Commencing at the Northeast Corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian: thence South $00^{\circ}00'17''$ West 1208.50 feet; thence North $89^{\circ}49'43''$ West 1862 feet to the POINT OF BEGINNING; thence West 640.60 feet; thence North 680.00 feet; thence East 640.60 feet; thence South 680.00 feet to the Point of Beginning. Containing 10.00 Acres.

EXHIBIT F

Turnaround Easement

WHEN RECORDED MAIL TO

Joseph E. Wrona
Wrona, Fitlow & Parrish, P.C.
1860 Prospector Ave., Suite 100
Park City, Utah 84060

TURNAROUND EASEMENT AGREEMENT

THIS TURNAROUND EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this ____ day of April, 2004, by and between by (i) Escala Partners, Ltd. ("Grantor") and (ii) Timberwolf Subdivision Homeowners' Association, Inc. ("HOA") and (iii) James E. Pumphrey, Jr.; Barbara Pumphrey; David DiCesaris, Kathleen DiCesaris; World Class Properties, LC; Robert W. Brady, Linda L. Brady; Stephen I. Goldware, Maureen L. Goldware; Venture West Investment, LLC, Zamir Tarnu; Gary McGrath, Halbert L. White, Jr.; Robert G. Rosenthal; Beth R. Rosenthal; Ashley F. Chan; Jeff Rose; Val Grigorian; Charles Heath; Douglass Merritt; Robert W. Brady, Trustee of the Robert W. Brady Living Trust (collectively referred to herein as "Owners"). HOA and Owners are collectively referred to as "Grantee".

RECITALS

A. Grantor and Grantee are parties to a Settlement Agreement dated April __, 2004 (the "Settlement Agreement").

B. Grantor is the owner of a tract of land located in Summit County, Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Grantor Property").

C. Owners are the owners of platted lots in the Timberwolf Subdivision located in Summit County, Utah, which is adjacent to the Grantor Property, and more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Grantee Property").

D. HOA is the non-profit homeowners association organized and operated by the Owners in connection with the Grantee Property.

E. The Grantee Property is accessed by a private road known as Red Pine Road. The Grantor Property abuts the Red Pine Road.

F. Grantee desires to construct an entrance to the Timberwolf Subdivision on Red Pine Road, which may include, without limitation, a turnaround, landscaping on the side of the turnaround, a security gate, a common mailbox facility and certain other improvements (the "Turnaround and Entrance Improvements").

G. Grantee requires an easement on a portion of the Grantor Property, in the area described and shown on Exhibit C attached hereto and incorporated herein by reference (the "Easement Property"), for the purpose of constructing, maintaining and utilizing the Turnaround and Entrance Improvements.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agrees as follows:

1. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantee, for the use and benefit of the Benefited Parties (as defined below), a perpetual nonexclusive easement and right-of-way on, over, across, through and under the Easement Property for the purposes herein described (the "Easement"). The Easement Property is a strip of land fifty (50) feet in width located along the southern boundary line of the Grantor Property from the existing skier bridge that crosses Red Pine Road to the end of the Grantor Property. The Easement shall be used by Grantee and the Benefited Parties for the design, construction, repair, maintenance, landscaping and use of the Turnaround and Entrance Improvements. Grantor acknowledges that the Grantee's Turnaround and Entrance Improvements may include, without limitation, (a) widening the Red Pine Road up to fifty (50) feet, (b) installation of a security gate, a common mailbox facility for the lots in the Timberwolf Subdivision, signage for the Timberwolf Subdivision, fencing and landscaping along the turnabout; and (c) relocation of public utilities, if required. All Turnaround and Entrance Improvements shall comply with any and all construction requirements of Summit County, Utah. The Easement shall be subject to all public utility easements of record affecting the Easement Property. Grantee shall have the obligation to relocate such public utility easements, if required. For purposes of this Agreement, "Benefited Parties" shall mean (i) Grantee, their successors and assigns; (ii) all tenants, subtenants, guests, employees, agents, contractors, subcontractors, invitees and occupants of Grantee; (iii) any future owners of any lots in the Timberwolf Subdivision; and (iv) any future members in the Timberwolf Subdivision Homeowners' Association.

2. Grantee's Obligations.

a. Costs and Expenses of Turnaround and Entrance Improvements. Grantee shall be responsible for the engineering of the Turnaround and Entrance Improvements and all related excavation, landscaping, paving and any relocation of utilities required by the owners of such utilities, including incorporation of fencing or other devices to protect pedestrians from traffic. Upon completion of construction of the Turnaround and Entrance Improvements, Grantee shall be responsible for the repair and maintenance thereof. The HOA and the Owners shall indemnify Grantor from any damages arising from the design, construction and maintenance of the Turnaround and Entrance Improvements.

b. Required Approval. Prior to commencing construction of the Turnaround and Entrance Improvements, Grantee shall obtain approval from Summit County and any other governmental authority having jurisdiction over the contemplated improvements.

Grantee also shall submit a set of plans to Grantor for its review. If required by any governmental authority, Grantor shall provide written approval of the contemplated Turnaround and Entrance Improvements, and shall take such other action and execute such other documents or instruments as may be required to enable Grantee to construct the Turnaround and Entrance Improvements. In the event that Grantee is unable to obtain the requisite approval to construct all of the Turnaround and Entrance Improvements as contemplated by Grantee, such as a security gate, Grantee shall have the right to construct those elements of the Turnaround and Entrance Improvements as may be approved by the relevant governmental authorities.

3. Notice. Any notice, demand, request, consent, submission, approval, designation, or other communication which either party is required or desires to give to the other shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, addressed to the other party at the following address, or such other address as indicated in writing by such party:

If to Grantor: Escala Partners, Ltd.
Attn: James Kerby
10300 Jolleyville Rd., Suite 810
Austin, TX 78759

With a copy to: David K. Broadbent
Holland & Hart, LLP
60 East South Temple, Suite 2000
Salt Lake City, Utah 84111

If to Grantee: Timberwolf Subdivision Homeowners' Association, Inc.
1860 Prospector Ave. Ste. 100
Park City, Utah 84060

With a copy to: Wrona, Fitlow & Parrish, P.C.
Attn: Joseph Wrona
1860 Prospector Ave., Suite 100
Park City, UT 84060

4. Covenants to Run With the Land. Subject to the terms of this Agreement, the Easement shall constitute a covenant running with the land, and shall burden the Easement Property as the servient estate, and benefit the Grantee Property as the dominant estate, and shall be binding upon Grantor, its successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Easement Property.

5. Other Easements. Grantor shall not grant any other easement, right-of-way, license or privilege with respect to the Easement Property, which will unreasonably interfere with the use and enjoyment by the Grantee of the Easement.

6. Interpretation. The captions of the Sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

7. Amendment. This Agreement may be modified or amended only by a written instrument executed by the owner of the Easement Property and Grantee, and recorded in the Office of the Summit County Recorder.

8. Governing Law. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Utah.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives and assigns.

10. Rights to Encumber. All mortgages, trust deeds, and other liens and encumbrances attaching to or otherwise effecting any of Grantor's, or its successors' or assigns', interest in the Easement Property in the future shall be subordinate and junior in priority to this Agreement and shall not be deemed or interpreted to encumber any of the easements, rights, or interests set forth herein, except as the same may be consented to by Grantee.

11. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purpose expressed herein.

12. No Partnership. The parties hereto do not, by this Agreement, become partners or joint venturers of each other in the conduct of their respective businesses, or otherwise.

13. Waiver. Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its right.

14. Duration. This Agreement and the Easement shall be perpetual.

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

16. Settlement Agreement. This Agreement arises in connection with the Settlement Agreement and is not intended to supercede or modify the terms of the Settlement Agreement not expressly addressed in this Agreement.

[Signature Page Follows]

James E. Pumphrey, Jr.

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by James E. Pumphrey, Jr.

Notary Public

My commission expires: _____

Residing at: _____

Barbara Pumphrey

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Barbara Pumphrey.

Notary Public

My commission expires: _____

Residing at: _____

David DiCesaris

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by David DiCesaris.

Notary Public

My commission expires:

Residing at: _____

Kathleen DiCesaris

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Kathleen DiCesaris.

Notary Public

My commission expires:

Residing at: _____

Robert W. Brady

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Robert W. Brady.

Notary Public

My commission expires:

Residing at:

Linda L. Brady

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Linda L. Brady.

Notary Public

My commission expires:

Residing at:

Stephen I. Goldware

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Stephen I. Goldware.

Notary Public

My commission expires: _____

Residing at: _____

Maureen L. Goldware

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Maureen L. Goldware.

Notary Public

My commission expires: _____

Residing at: _____

VENTURE WEST INVESTMENT, LLC

By: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by _____ the _____ of Venture West Investment, LLC.

Notary Public

My commission expires: _____

Residing at: _____

WORLD CLASS PROPERTIES, LC

By: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by _____ the _____ of World Class Properties, LC.

Notary Public

My commission expires: _____

Residing at: _____

Zamir Tarmu

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Zamir Tarmu.

Notary Public

My commission expires: _____

Residing at: _____

Gary McGrath

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Gary McGrath.

Notary Public

My commission expires: _____

Residing at: _____

Halbert L. White, Jr.

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Halbert L. White, Jr.

Notary Public

My commission expires:

Residing at: _____

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Robert G. Rosenthal.

Robert G. Rosenthal

Notary Public

My commission expires:

Residing at: _____

Beth R. Rosenthal

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Beth R. Rosenthal.

Notary Public

My commission expires: _____

Residing at: _____

Ashley F. Chan

STATE OF _____)

COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Ashley F. Chan.

Notary Public

My commission expires: _____

Residing at: _____

Jeff Rose

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Jeff Rose.

Notary Public

My commission expires:

Residing at: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Val Grigorian.

Notary Public

My commission expires:

Residing at: _____

Charles Heath

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Charles Heath.

Notary Public

My commission expires: _____

Residing at: _____

Douglass Merritt

STATE OF _____)

COUNTY OF _____)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Douglass Merritt.

Notary Public

My commission expires: _____

Residing at: _____

Robert W. Brady, Trustee of the
Robert W. Brady Living Trust

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004 by Robert W. Brady, Trustee of the Robert W. Brady Living Trust.

Notary Public

My commission expires: _____

Residing at: _____

EXHIBIT A

Legal Description of the Grantor Property

That certain real property located in Summit County, Utah more particularly described as follows:

Parcel 1:

Commencing at the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; thence North $89^{\circ}59'43''$ West 1887.02 feet; thence South 0.89 feet to the Southerly right of way line of High Mountain Road and the Easterly line Lot 16 of the Park City West Plat No. 2, on file and of record in the office of the Summit County Recorder, said point being the POINT OF BEGINNING; thence South along the East line of said Lot 16, a distance of 193.48 feet; thence leaving said East line South $51^{\circ}34'55''$ East, a distance of 185.07 feet; thence South, a distance of 215.00 feet to the centerline of Red Pine Road Right-of-Way; thence along said centerline, West, a distance of 145.00 feet; thence leaving the centerline North, a distance of 44.87 feet to the Southwest corner of vacated Lot 14 of said subdivision; thence along the South line of said vacated Lot 14, West, a distance of 147.29 feet to the Southwest corner of said vacated Lot 14; thence leaving said vacated Lot 14 and along the boundary of said Park City West Plat No. 2 the following calls: South, a distance of 25.00 feet; thence West, a distance of 300.00 feet; thence North, a distance of 25.00 feet; thence West, a distance of 126.23 feet to the Southwest corner of vacated Lot 13 of said subdivision; thence along the West line of said Lot, North, a distance of 479.50 feet to the Northwest corner of said vacated Lot 13; thence East along the said subdivision boundary, a distance of 406.23 feet to the vacated centerline of Brad Avenue of said Park City West Plat No. 2; thence along said centerline the following calls: South, a distance of 66.00 feet to a point of curve to the left having a radius of 60.00 feet and a central angle of $60^{\circ}00'00''$; thence Southeasterly along the arc a distance of 62.83 feet; thence South $60^{\circ}00'00''$ East, a distance of 29.92 to the intersection of the centerline of vacated Jeannine Drive; thence along the centerline of the vacated Jeannine Drive North $30^{\circ}00'00''$ East, a distance of 143.02 feet to the Southerly right of way line of said High Mountain Road and point of curvature of a 200 foot radius curve to the right, radius point bears South $17^{\circ}24'57''$ East; thence along the arc of said curve and said right of way 40.77 feet through a central angle of $11^{\circ}40'46''$ to the curves end and the POINT OF BEGINNING.

Parcel 2:

Together with a right-of-way for roadway purposes, as granted in that certain Warranty Deed recorded August 2, 1977 as Entry No. 139351 in Book M97 at Page 730 of the Official Records; being more particularly described as being fifty (50) feet in width, twenty-five (25) feet on either side of the following described center line:

Beginning at a point on the South line of a country road which is 1253 feet North and 750 feet West from the Northeast corner of Section 1, Township 2 South Range 3 East, Salt Lake Base and Meridian; and running thence South 680.6 feet; thence South $10^{\circ}00'$ East 355 feet; thence 1112.96 feet along the arc of a 636.62 foot radius curve to the right; thence West 881 feet.

Summit County Tax Serial No's.: PP-75-3, PP-2-K-1-A, PW-2-9, PW-2-10, PW-2-11, PW-2-12 and PW-2-13.

EXHIBIT B

Legal Description of the Grantee Property

That certain real property located in Summit County, Utah more particularly described as follows:

A parcel of land within the Northeast Quarter of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, County of Summit, State of Utah, more particularly described as follows:

Commencing at the Northeast Corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian: thence South 00°00'17" West 1208.50 feet; thence North 89°49'43" West 1862 feet to the POINT OF BEGINNING; thence West 640.60 feet; thence North 680.00 feet; thence East 640.60 feet; thence South 680.00 feet to the Point of Beginning. Containing 10.00 Acres.

EXHIBIT C

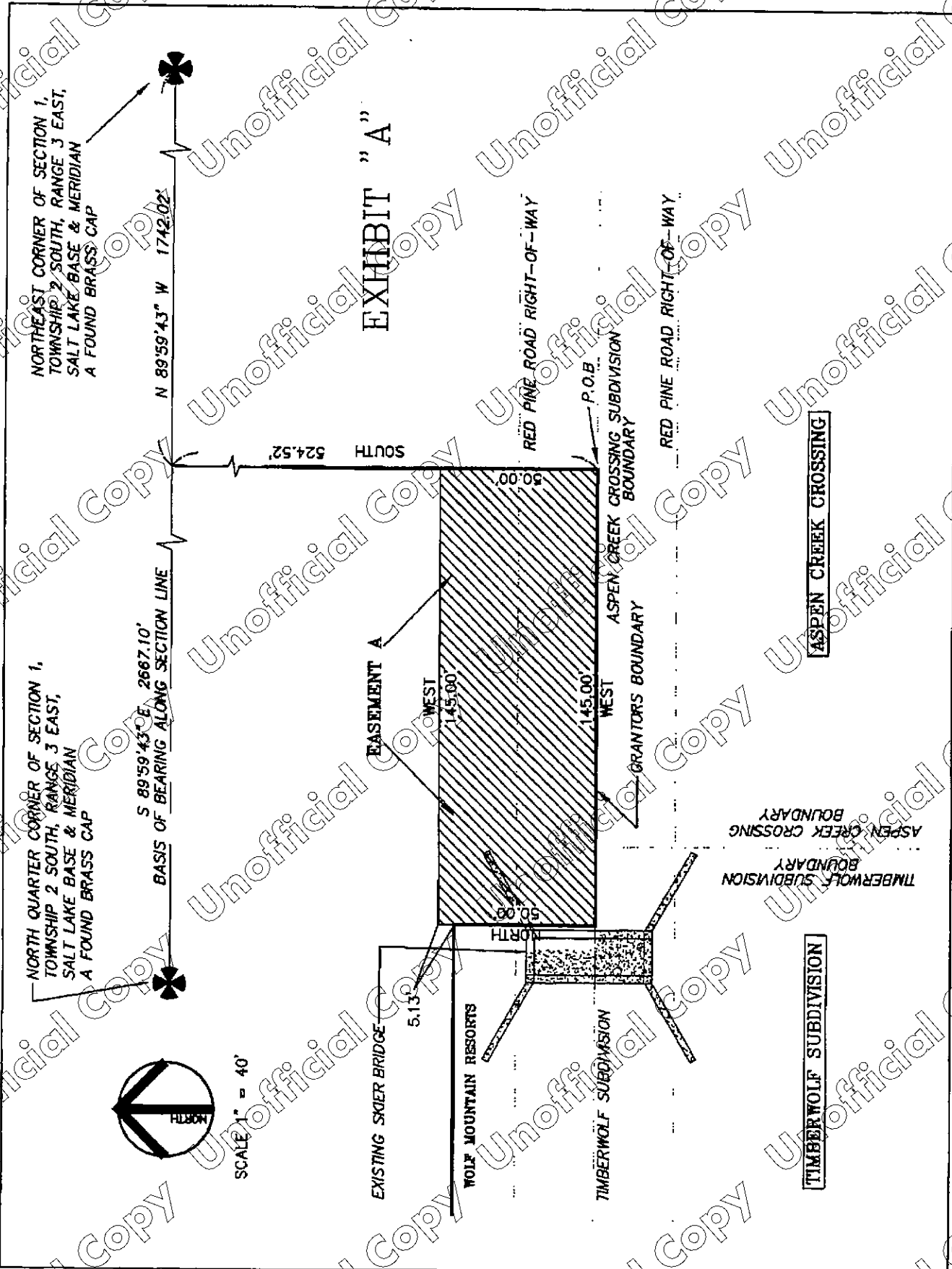
Legal Description of Easement Property

EASEMENT "A" AT ESCALA

A perpetual nonexclusive easement and right-of-way on, over, across, through and under the following parcel:

Commencing at the northeast corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being N.89°59'43"W., a distance of 2667.10 feet between the said northeast corner of said section 1 and the north quarter corner of said section 1); thence N.89°59'43"W., a distance of 1742.02 feet along said section line; thence leaving said section line South 524.52 feet to the POINT OF BEGINNING; said point being the southeast corner of the Grantors Property; thence along the south line of said grantors property West, a distance of 145.00 feet; thence North along said grantors property line, a distance of 44.87.00 feet; thence leaving said line, North, a distance of 5.13 feet; thence East, a distance of 145.00 feet to the grantors east boundary line; thence along said line, South, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 7,250.00 square feet or 0.1664 acres, more or less.



NORTHEAST CORNER OF SECTION 1,
TOWNSHIP 2 SOUTH, RANGE 3 EAST,
SALT LAKE BASE & MERIDIAN
A FOUND BRASS CAP

NORTH QUARTER CORNER OF SECTION 1,
TOWNSHIP 2 SOUTH, RANGE 3 EAST,
SALT LAKE BASE & MERIDIAN
A FOUND BRASS CAP

N 89°59'43" W 1742.02'

S 89°59'43" E 2667.10'

BASIS OF BEARING ALONG SECTION LINE

524.52' SOUTH

EXHIBIT "A"

EASEMENT A

WEST 145.00'

WEST 145.00'

50.00'

50.00'

RED PINE ROAD RIGHT-OF-WAY

RED PINE ROAD RIGHT-OF-WAY

P.O.B.
ASPEN CREEK CROSSING SUBDIVISION
BOUNDARY

GRANTORS BOUNDARY

EXISTING SKIER BRIDGE

5.13'

WOLF MOUNTAIN RESORTS

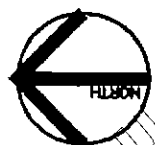
TIMBERWOLF SUBDIVISION

ASPEN CREEK CROSSING
BOUNDARY

TIMBERWOLF SUBDIVISION
BOUNDARY

ASPEN CREEK CROSSING

TIMBERWOLF SUBDIVISION



SCALE 1" = 40'