

When recorded, return to:

Cameron M. Hancock
Dorsey & Whitney
136 So. Main Street, #1000
Salt Lake City, Utah 84101

ENTRY NO. 00901981

06/28/2010 11:30:28 AM B: 2038 P: 0193

Easements PAGE 1/30

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 492.00 BY DORSEY & WHITNEY LLP



AMENDED AND RESTATED
NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS AMENDED AND RESTATED NONEXCLUSIVE PERMANENT EASEMENT AGREEMENT (this "Agreement") is made and entered into as of January 29, 2010 by (i) Morinda Properties Escala Lodges, LLC, a Utah limited liability company ("Morinda Properties"); (ii) Morinda Properties Weight Parcel, LLC, a Utah limited liability company ("MPW"); (iii) Escala Lodges Condominiums Association, Inc., a Utah nonprofit corporation ("Escala HOA") (Morinda Properties, MPW and Escala HOA are sometimes collectively referred to herein as the "Grantor" or the "Escala Parties" and Morinda Properties and MPW are sometimes together referred to herein as the "Escala Developer"); and (iv) The Timberwolf Subdivision Homeowners' Association, Inc., a Utah nonprofit corporation aka The Timbers Homeowners' Association, Inc. ("Timbers HOA") on behalf of itself and as agent for the respective members of the Timbers HOA. The "Timbers Owners" also includes any successor and/or subsequent purchasers of Timbers Owners' respective real property in the Timbers Subdivision. The Timbers HOA and the Timbers Owners are collectively referred to as "Grantees". Grantor and Grantees, and the subsequent successors, assigns and purchasers of the parties' right, title and interest in their respective real property in the Grantor Property or the Grantee Property, are sometimes collectively referred to as the "Parties" and singularly referred to as a "Party."

RECITALS:

A. The Parties entered into a Settlement Agreement dated January 29, 2010 (the "Settlement Agreement"). Grantor has agreed to execute this Agreement in fulfillment of the obligations under the Settlement Agreement and Escala HOA's obligations under the License Agreement that is an Exhibit to the Settlement Agreement.

B. Escala HOA is the association of condominium unit owners ("Escala Owners") at Escala Lodges Condominiums located in Summit County, Utah ("Project") created via the recordation of that certain Amended and Restated Declaration of Condominium for Escala Lodges Condominiums ("Declaration"), recorded with the Summit County Recorder's Office on January 28, 2009, as Entry No. 00863832, in Book 1964, at Page 1774, and that certain Escala Lodges Condominiums Amended & Restated Condominium Plat, as such documents may from time to time be amended ("Plat"). (The Plat and the Declaration are referenced herein as the "Project Documents"), which Project is more particularly described in Exhibit "D" attached hereto and incorporated herein by this reference.

C. Escala Developer is the developer of the Project and is the "Declarant" under the Declaration as such term is defined therein. Morinda Properties also holds fee title to Lots 2-5

located adjacent to the Project as more particularly described in Exhibit "E" attached hereto and incorporated herein by this reference ("Morinda Property"). For purposes of this Agreement, the Project and the Morinda Property are collectively referred to as the "Grantor Property."

D. The Timbers Owners are the owners of platted lots adjacent to the Project in a residential subdivision located in Summit County, Utah, which is adjacent to the Project, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantee Property"). The Timbers HOA is the nonprofit homeowners association organized and operated by the Timbers Owners in connection with the Grantee Property and has the authority to execute this Agreement in fulfillment of the Timbers HOA's obligations under the Settlement Agreement. The Grantee Property includes certain real property known as Dutch Draw pursuant to the terms of that certain Memorandum of Annexation Agreement recorded with the Summit County Recorder's Office on September 12, 2003, as Entry No. 00672921, in Book 01568, Pages 01676-01684, and that certain Memorandum of Annexation Agreement recorded with the Summit County Recorder's Office on April 7, 2010, as Entry No. 00895534, in Book 2027, Pages 0466 et seq., and that certain Annexation Agreement dated March 5, 2010

E. Escala Partners, Ltd., as the prior fee title owner of the real property underlying the Project, and Grantees (or, in some cases, their predecessors in interest) entered into that certain Easement Agreement establishing a non-exclusive easement for ski and pedestrian ingress and egress to and from the Grantor Property over, across and through certain portions of the Grantor Property which was recorded August 10, 2004, as Document No. 00707125 in Book 01639 at Pages 00591-00631 of the official records of Summit County, Utah (the "Original Easement Agreement").

F. Pursuant to the terms of the Original Easement Agreement, the Parties may amend such Agreement by recording an amendment in the real property records of the Summit County Recorder. Accordingly, the Parties now desire to exercise their unilateral rights to amend and restate the Original Easement Agreement. This Agreement amends in its entirety, restates, supersedes, and completely replaces the Original Easement Agreement. Upon recording of this Agreement, the terms and provisions of the Original Easement Agreement shall be and are hereby terminated. The parties also desire to terminate and release the "Ski Easement A" and that certain portion of the "Ski and Trail Easement" located at the south side of the Project created by the Original Easement Agreement as they affect the Grantor Property and as depicted in Exhibit B, attached hereto and incorporated herein by this reference (together, the "Temporary Easements"), which Temporary Easements were granted in paragraphs 1(a) and 3(a) of the Original Easement Agreement.

G. Grantees are desirous of obtaining from Grantor, for the use and benefit of the Timbers HOA, the Timbers Owners, and the Timbers Owners' family members and their successors, subsequent purchasers, assigns, tenants, invitees, guests (all of whom are collectively referred to herein as the "Benefited Parties"), non-exclusive easements for ski, snowboard, snowshoe, bicycle, pedestrian and other non-motorized, year-round access (collectively, "Access"), to and from the Grantee Property, on, over, across and through certain portions of the Grantor Property as more particularly described and depicted in Exhibit C, attached hereto and incorporated herein by this reference, as amended, adjusted, relocated and restated (the "Permanent Access Ways"). For purposes of this Agreement, that certain north-south easement

granting access to that certain ski lift commonly known as "Sunrise" at The Canyons ("Sunrise Lift") constituting a portion of the Permanent Access Ways located on the west portion of the Grantor Property adjacent to or across Lots 2-5 and the private roadway known as "Escala Place" is sometimes referenced as the "Ski and Trail Easement." The Parties expressly agree that Exhibit C depicts the location of all of the Permanent Access Ways that are newly granted pursuant to this Agreement.

H. In accordance with plans and specifications prepared by IBI Group dated May 9, 2004 (the "Plans"), which plans are attached hereto as Exhibit C, Escala Developer has installed certain improvements upon the Permanent Access Ways (the "Improvements") in complete and full satisfaction of the terms and provisions of the Settlement Agreement.

I. Subject to the terms and conditions set forth herein, Grantor desires to grant access easements and rights of way to and from the Grantor Property to Grantees on, over, across and through the Permanent Access Ways.

NOW, THEREFORE, for good and valuable consideration, and in complete and full satisfaction of the obligations under the Settlement Agreement, the sufficiency and receipt of which are hereby acknowledged, Grantor and Grantees agree as follows:

1. Termination of Temporary Easements. Effective on the date hereof, the Parties hereby declare that the Temporary Easements are hereby terminated and shall hereafter be of no further force or effect as to any portion of the Grantor Property as such Temporary Easements are described and depicted in Exhibit B. Each Party hereby terminates, releases, relinquishes, surrenders, disclaims and abandons its entire right, title, and interest in the Temporary Easements as they affect the Grantor Property, free and clear of the encumbrance to the same extent as if the Temporary Easements had never been created. The Benefited Parties shall have no further interest in and to the Temporary Easements.

2. Grant of Non-Exclusive Permanent Easements. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantees for the use and benefit of the Benefited Parties perpetual non-exclusive easements and rights-of-way for Access on, over, across and through the Permanent Access Ways as they currently exist or as modified hereafter as permitted in this Agreement, subject only to the Permitted Encumbrances and such other liens or encumbrances as may be approved in writing by the Grantee from time to time, which do not materially and adversely affect the Grantee's use and enjoyment of the Permanent Access Ways as contemplated by this Agreement (the "Permanent Easements"), which Permanent Easements are more particularly described in Exhibit C attached hereto and incorporated by reference as either the "Permanent Easements" or "Permanent Access Ways". The Permanent Easements shall be for the use and benefit of the Benefited Parties. Grantor represents and warrants that Exhibit C accurately describes the Permanent Easements. Grantor also agrees that except for the single road to the entrance of the Project that bisects a portion of the Permanent Easements near the loading station for where the Sunrise Lift is currently located at the ski resort facilities located to the north of the Project, Grantor shall construct the permanent trails on the Permanent Easements so that it has skiable slope having an average grade of 8% and no less than 2% grade at any section.

3. Benefited Parties: Purpose of the Permanent Easements. The Permanent Easements shall be for the use and benefit of the "Benefited Parties", and Grantees acknowledge that the right of any Benefited Party to utilize the Permanent Easements shall be subject to the terms of this Agreement. The Permanent Easements shall be used by the Benefited Parties for the sole and limited purpose of providing Access between the Grantee Property and the ski resort facilities located to the north of the Project. The Benefited Parties' use of the Permanent Easements shall be subject to pedestrian and vehicular traffic ("Traffic") and use on, over, across and through any portion of the Permanent Access Ways crossing improved trails, so long as that Traffic does not interfere with the Benefited Parties' right to uninterrupted Access. The Benefited Parties shall not be entitled to use any motorized vehicles on the Permanent Access Ways without the express written consent of Grantor.

4. Improvements and Construction of Permanent Easements. With the exception of the single road to the entrance of the Project that bisects a portion of the Permanent Easements near the loading station for where the Sunrise Lift is currently located at the ski resort facilities located to the north of the Project, Grantor shall construct the permanent trails on the Permanent Easements so that it has skiable slope having an average grade of 8% and no less than 2% grade at any section and so that no roadway, pedestrian path or other impediment interferes with non-stop downhill ski travel from south to north and/or east to west if the location of the ski lift is changed and the ski travel to access the ski lift travel from south to north and/or travel east to west, 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 or built that interferes with the non-stop downhill ski travel from south to north (the "Improvements"). Grantor has the same obligations set forth in this paragraph with respect to the Improvements and construction of the "Lift Relocation Easement" as that term is defined herein.

5. Condition and Maintenance of the Permanent Access Ways and Improvements. Escala HOA agrees to maintain, at Escala HOA's sole cost and expense, the Improvements and Permanent Access Ways in a good clean condition and repair as currently maintained and otherwise in a manner consistent with a first-class resort property in accordance with the Project Documents applicable governmental approvals, requirements and permits. Grantor shall have no obligation to improve the Permanent Access Ways and Improvements or to conduct snow making or to otherwise assure the skiability of the Permanent Access Ways. Escala HOA, however, 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 Canyons is then in operation. Grantor may satisfy this obligation by contracting with the operator of The Canyons or with another reputable contractor selected by Escala HOA. In addition, Escala HOA shall inspect from time to time and repair, if necessary, the Permanent Easements and Improvements, and any bridges or tunnels constructed on the Permanent Easements to ensure that the Benefited Parties have Access on and over such Permanent Easements. In the event Grantee notifies Grantor in writing of any problems with the Permanent Access Ways and Improvements that materially and adversely interfere with the Benefited Parties' use and enjoyment of such Permanent Easements, Escala HOA shall promptly, at its sole cost and expense, make such repairs as may be reasonably necessary to eliminate such problem as Escala HOA shall determine in its reasonable discretion. 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 Permanent Easements and Improvements, unless such risks and liabilities are created by the Grantor's breach of this Agreement or the Grantor's willful or gross negligence.

6. 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 Permanent 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 Permanent Access Ways, and to create and grant such other easements, rights and privileges in, on, under, above or across the Permanent Access Ways to such persons and for such purposes as Grantor may reasonably elect in its sole discretion, provided that any such easements, rights and privileges shall not be materially inconsistent with the Permanent Easements granted herein, and so long as Grantor does not undertake any act or decision with regard to the Permanent Access Ways that adversely compromises the Benefited Parties' Access on, across, and over the Permanent Access Ways as provided by this Agreement. In the event of casualty or other circumstances requiring reconstruction of any improvements at the Grantor Property, Grantor shall have the right to temporarily (for a period not to exceed 18 months) relocate the Permanent Access Ways, at its option and at its expense, in order to facilitate the reconstruction of buildings and other improvements at the Grantor Property, provided that Grantor first provides alternative access across the Grantor Property to Grantees with a sufficient skiable slope having an average grade of 8% and no less than 2% grade at any section of the alternative access. Grantor shall further have the unilateral right to relocate from time to time the current north-south location of the Permanent Easement to an east-west location adjacent to the south boundary line of the Grantor Property by giving Grantees 60 days' prior written notice of such relocation, so long as such relocation does not materially and adversely limit or impair the Benefited Parties' Access rights. In the event Grantor elects to relocate the Permanent Easements, Grantor shall pay such relocation costs and shall construct the new easement with a sufficient skiable slope having an average grade of 8% and no less than 2% grade at any section of the new easement. The relocation of the Permanent Easements must be started and completed so that the Benefited Parties have Access and use of the Permanent Easements and any relocated Permanent Easements during the entire ski season for The Canyons. In the event Grantor fails to timely start and complete the construction and improvements for the relocated Permanent Easements that results in the Benefited Parties not having Access on, across and over the Permanent Easements or relocated Permanent Easements during the ski season for The Canyons, Grantor shall pay to the Timbers HOA a fine of \$600.00 per day for each day during time period from the opening day of the Ski Season for The Canyons to the closing day of the Ski Season for the Canyons of each respective year the Benefited Parties do not have Access to the Permanent Easements or relocated Permanent Easements for ski in and ski out access to The Canyons. In connection with the relocation of the Permanent Easements, Grantor and the Timbers HOA agree to execute one or more amendments to this Agreement, in form and substance reasonably satisfactory to Grantor and the Timbers HOA, which shall set forth the change in location of the Permanent Easements. Timbers HOA, as the agent of the Timbers Owners, agrees at such time to execute the documents which Timbers HOA and the Escala Parties determine are necessary to effectuate the purposes of this Section 6.

7. Utility Easements and Other Easements of Sight and/or Record. Grantees acknowledge that certain utility easements and other easements and encumbrances with respect to the Permanent Easement do exist and may in the future exist as contemplated under the Declaration and that certain of the existing or future 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 Permanent Easements and Improvements. In the event Grantor exercises its rights under this Section 12, then Grantor shall repair or relocate, at its sole cost and expense, any portion of the Permanent Easements so affected to ensure that Grantees' access is not materially and adversely impacted as provided in this Agreement. The Permanent Easements shall remain functionally equivalent to the non-stop down hill access to the Sunrise Lift as to the Access provided in Section 10 this Agreement regarding the minimum average slope and grade. In the event Grantor fails to repair or relocate any portion of the Permanent Easements so affected that results in the Benefited Parties not having Access on, across and over the Permanent Easements or relocated Ski and Trail Easement during the ski season for the adjacent ski resort currently known as The Canyons, Grantor shall pay to the Timbers HOA a fine of \$600.00 per day for each day during the ski season for The Canyons the Benefited Parties do not have Access to the Permanent Easement or relocated Ski and Trail Easement.

8. Grantees' Acknowledgment of "As Built" Conditions. By execution of this Agreement, Grantees agree and acknowledge that the Permanent Easements are designed and constructed in full and complete satisfaction of the terms and conditions of the Settlement Agreement and the Plans. The Parties acknowledge and agree that all construction conditions have been satisfied and that the Permanent Easements and Improvements have been constructed to the satisfaction of the Timbers HOA and the Timbers Owners. Grantees hereby accept the "as built" conditions of the Permanent Easements as of the date of this Agreement, including without limitation the current location, slope, grade, and quality of the Improvements to the Permanent Easements. The Escala Parties make no warranty or representation of any nature, express or implied, including, but not limited to, those of workmanlike construction, habitability, design, condition, or quality as to the Permanent Easements, and Grantees hereby expressly disclaim any such representations or warranties.

9. Grant of Sunrise Lift Relocation Easement. In the event that the Sunrise Lift is relocated or removed and a new ski lift is constructed and installed at a new location providing ski lift service by the ski operator at the ski operator's sole and exclusive expense and discretion ("Relocated Ski Lift"), Grantor shall grant to the Timbers HOA, as the agent of the Timbers Owners, for the use and benefit of the Benefited Parties, a non-exclusive easement for Access ("Lift Relocation Easement") in exchange for the release and termination of the current Permanent Easements. The Lift Relocation Easement shall provide the Benefited Parties access starting in the same locations as Ski Easement A and Ski Easement B to the south of the Grantor Property that is adjacent to the north side of the Grantees Property and then provide access on, across and over to the Grantor Property to the location of the Relocated Sunrise Lift. Grantees agree and acknowledge that the Lift Relocation Easement shall be in the same location as the non-exclusive skier and pedestrian access easement ("RVMA Easement") that has been granted by Grantor to The Canyons Resort Village Association, Inc. ("RVMA"), a Utah non-profit corporation dba The Canyons Resort Village Management Association to facilitate future access to the Sunrise Lift. The Lift Relocation Easement shall be constructed and maintained pursuant

to the provisions of Sections 6, 8 and 10 above that govern the construction, improvements, condition and maintenance of the Permanent Easements and shall be constructed so as to provide non stop downhill ski access to the Relocated Ski Lift as required in Section 10 above for the Permanent Easements that requires Grantor to construct the permanent trails on the Lift Relocation Easement so that it has skiable slope having an average grade of 8% and no less than 2% grade at any section and the Lift Relocation Easement shall also be subject to the same terms and conditions of the Permanent Easements as set forth herein. Grantees acknowledge that the Escala Parties are not the operators of The Canyons ski resort, and, accordingly, the Escala Parties cannot make and have not made any representations relating thereto. Neither the Escala Parties nor any of their respective employees or agents has made any representations regarding the operations of The Canyons or the relocation of the Sunrise Lift. Grantees fully understand that the operator of those ski areas may decide, in its sole and exclusive discretion and expense, whether any or all of the ski lifts within certain ski areas should be operated or whether the Sunrise Lift should be relocated.

10. Turnaround, Gate and Access. Grantor shall allow Grantee to install and maintain a reasonable security gate ("Gate") at Grantee's sole cost and expense across Red Pine Road to the east of the existing skier bridge that crosses Red Pine Road, provided Grantee obtains all necessary permits and consents from the applicable governmental entities. Grantor agrees to support Grantee's application for governmental approval of the Gate so long as that application is consistent with the terms of this Agreement. Grantee shall have the right at its own expense to landscape the area surrounding the Gate and within the Turnaround Easement that was recorded with the Summit County Recorder's Office on August 10, 2004, as Entry No. 00707123, in Book 01639, Pages 552-571 in a manner that is mutually beneficial to both Grantor and Grantee. In the event that Grantor or any third party constructs a road across Grantor Property that connects High Mountain Road with Red Pine Road, then Grantor 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 Grantee's consent.

11. Indemnification. Grantees shall indemnify, hold harmless and forever defend the Grantor, their respective 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 Grantees' use of the Permanent Access Ways and Improvements by or for Grantees' successors, assigns, grantees, employees, agents, invitees, licensees and guests who enter upon the Permanent 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.

12. Insurance. Grantees shall maintain general liability insurance covering any use of any kind of the Permanent Access Ways and Improvements in an amount of not less than \$1,000,000 with an insurance company authorized to do business in the State of Utah that has an AM. 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 Timbers 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 the Timbers HOA, 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 22 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.

13. Assumption of Risk, Waiver and General Release of Claims. Each Grantee, by his, her or its use and enjoyment of the Permanent Access Ways and Improvements, hereby acknowledges that the Grantor Property is a mountain resort community with resort-type activities, which may include, without limitation: skiing, ski runs and trails, hiking trails, mountain biking trails, open spaces, wildlife, rugged terrain, snowmaking, horses and horseback riding, games and activities, running, snow shoeing, alpine and cross country skiing and mountain bike courses and/or races and/or other competitions of various kinds, and other resort-type facilities, events, activities and programs (collectively, "Resort Activities"), and each such Grantee expressly assumes the risk of noise, nuisances, hazards, personal injury, or property damage related to any and all Resort Activities in accordance with the Declaration, including without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance may take place at any time(s) of the day or night), (b) noise caused by Resort Activities and participants, (c) noise from snowmaking systems and trail grooming machinery, (d) construction and development activities, (e) view restrictions caused by installation, relocation and maturation of trees and shrubbery, (f) reduction in privacy, including that related to maintenance activities, (g) errant equipment, including skis and mountain bikes, and (h) The Canyons Ski Resort facilities design. Each such Grantee agrees that neither Declarant (as defined under the Declaration), Grantor, the Common Area Manager, any other committee created by Grantor, any of the Declarant's affiliates or agents, nor any other Resort Activities participant (unless acting recklessly or in a willfully wrongful manner) shall be liable to a Grantee or any other person claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to any Resort Activity.

14. 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, (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:

Management Committee
Escala Lodges Condominiums Association, Inc.
Attn: President of the Association
400 Canyons Resort Drive
Park City, Utah 84060

With a copy to:

Nicole C. Evans
Ballard Spahr LP
201 So. Main Street, Ste. 800
Salt Lake City, Utah 84411

If to Grantee:

The Timbers Homeowners' Association, Inc.
Attn: Chuck Heath, President
P.O. Box 2340
Park City, Utah 84000

With a copy to:

Cameron M. Hancock
136 South Main Street, Suite 1000
Salt Lake City, Utah 84101

15. Attorneys' Fee. If any action or proceeding shall be instituted by either Party, or their respective successors or assigns, for breach of the Agreement, or 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 the 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.

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

17. Running of Benefits and Burdens; Vesting of Interests. The Permanent Easements and all provisions of this Agreement, the Settlement Agreement and License Agreement referenced in Recital A herein, including the benefits and burdens of each of these agreements, are appurtenant to and run with the Grantor Property and Grantee Property and are binding upon and inure to the benefit of the successors, subsequent purchasers, and assigns of the Parties hereto. The provisions of this Agreement, the Settlement Agreement, and License Agreement, including but not limited to the Permanent Easements and the Lift Relocation Easement granted in these agreements, 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.

18. 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.

19. Entire Agreement. This Agreement together with the Settlement Agreement and License 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 concerning the easements granted herein, this Agreement shall control. Any oral representations or modifications supplementing this instrument shall be of no force and effect unless such subsequent representations or modifications are in writing, signed by the party to be charged.

20. Neutral Construction. Each Party has cooperated in the drafting and preparation of this Agreement. If any construction is to be made of this Agreement, no presumption shall arise against any Party by virtue of the Party's participation in the drafting.

21. 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. Escala Developer represents and warrants that they have ownership and title to the Morinda Property and have the necessary authority to grant the Permanent Easement to Grantee. Escala HOA, represents and warrants, that pursuant to the terms of the recorded Declaration, the management committee of the Escala HOA has the authority to grant the Permanent Easement to Grantee on behalf of the Escala HOA, the Escala Owners and any other person or entity who has ownership rights, title or interests in the Project and the common areas and facilities of the Project ("Common Areas"). Escala Developer represents and warrants that its right, title, and authority related in and to the Project and the Morinda Property provide it with the necessary authority to grant the easements granted herein to Grantee, including the entire Permanent Easement, the Turnaround Easement, and Lift Relocation Easement. Escala HOA represents and warrants that its authority related in and to the management of the Common Areas in accordance with the recorded Declaration provide it with the necessary authority to grant the easements granted herein to Grantee, including the entire Permanent Easement, the Turnaround Easement, and Lift Relocation Easement to the extent such easements are located over the Common Areas.

22. Governing Law. The laws of the State of Utah shall govern the validity, performance and enforcement of this Agreement and any action for breach of this Agreement, or to enforce the terms herein, shall be brought in the Third Judicial District Court of Summit County, Utah.

23. 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 Benefited Parties' use of the Permanent Access Ways. The Parties shall execute and deliver all documents,

provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

24. Duration and Amendment. This Agreement and the Permanent Easements shall be perpetual. Notwithstanding anything within this Agreement to the contrary, the Escala Parties and the Timbers HOA may terminate this Agreement only by a written notice of termination executed by the Escala Parties and the Timbers HOA, and recorded in the Official Records of Summit County, Utah. The Parties may amend this Agreement only by a written instrument executed by the Escala Parties and the Timbers HOA, and recorded in the Official Records of Summit County, Utah.

25. Settlement Agreement. This Agreement arises in connection with the Settlement Agreement and is recorded in full compliance with and complete satisfaction of the terms and provisions of such Settlement Agreement. The terms and provisions of the Settlement Agreement and all of the Exhibits to the Settlement Agreement are incorporated herein and made a part hereof, which terms and provisions include but are not limited the terms of the License Agreement that is an Exhibit to the Settlement Agreement. In the event of conflict regarding the Easements granted in this Agreement, this Agreement shall have priority.

26. Counterparts. It is anticipated that the Timbers Owners will execute duplicate original copies of this Agreement and the Timbers HOA shall use its best efforts to have each of the Timbers Owners execute the same. 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.

27. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Permanent Access Ways or the Grantor 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 purposes expressed herein.

28. No Relationship. The Parties hereto do not, by this Agreement nor by any Parties' acts, become principal and agent, limited or general partners, or joint venturers of the other, or create any other similar relationship with each other, in the conduct of their respective businesses, or otherwise.

29. Incorporation of Recitals. The Recitals set forth in this Agreement are incorporated herein and made a part hereof.

30. 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. Furthermore, the individual who executes this Agreement on behalf of the Timbers HOA represents and warrants that he is duly authorized to execute this Agreement on behalf of the Timbers Owners and that no other signature, act or authorization is necessary to bind the Timbers HOA and the Timbers Owners to the provisions of this Agreement. Each party also represents and warrants that it has been properly formed and is in good standing under Utah law.

31. The Timbers HOA as Agent for Timbers Owners. By signing a duplicate original of this Agreement and/or by using and enjoying the Permanent Easements, each Timbers Owner hereby appoints the Timbers HOA as his, her or its attorney-in-fact for purposes of execution of all documents and amendments related to this Agreement and the performance of all other acts necessary to accomplish the purposes set forth herein.

[Signature pages follow.]

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

GRANTOR:

ESCALA LODGES CONDOMINIUMS ASSOCIATION, INC., a Utah nonprofit corporation

By: [Signature]
Name: Adam [unclear]
Its: President

MORINDA PROPERTIES ESCALA LODGES LC, a Utah limited liability company

By: [Signature]
Name: Kim S. [unclear]
Its: Member

MORINDA PROPERTIES WEIGHT PARCEL, LLC, a Utah limited liability company

By: [Signature]
Name: Kim S. [unclear]
Its: Member

THE TIMBERS HOA, for itself and as the agent and attorney-in-fact for all Timbers Owners:

THE TIMBERS HOMEOWNERS' ASSOCIATION, INC., a Utah nonprofit corporation

By: _____
Name: _____
Its: _____

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

GRANTOR:

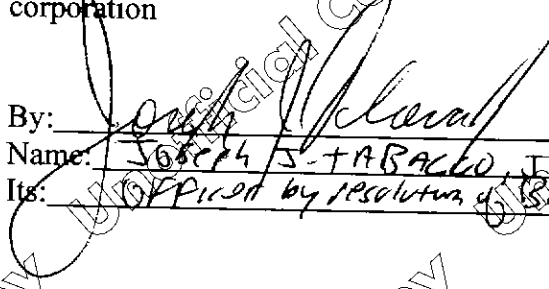
ESCALA LODGES CONDOMINIUMS ASSOCIATION, INC., a Utah nonprofit corporation

By: _____
Name: _____
Its: _____
MORINDA PROPERTIES ESCALA LODGES L.C., a Utah limited liability company

By: _____
Name: _____
Its: _____
MORINDA PROPERTIES WEIGHT PARCEL, LLC, a Utah limited liability company

By: _____
Name: _____
Its: _____
THE TIMBERS HOA, for itself and as the and attorney-in-fact for all Timbers Owners:

THE TIMBERS HOMEOWNERS' ASSOCIATION, INC., a Utah nonprofit corporation

By: 
Name: J. TABACCO, JR.
Its: OFFICER by resolution of Board of Directors

STATE OF UT
COUNTY OF UT

The foregoing instrument was acknowledged before me this 29 day of Jan, 2010 by Adam Loser, the President of Escala Lodges Condominiums Association, Inc.

Amber Knudsen
Notary Public
Residing at: 333 W River Park Dr
Provo UT 84604

My commission expires:
12.3.13



STATE OF UT
COUNTY OF UT

The foregoing instrument was acknowledged before me this 29 day of Jan, 2010 by Kim Tracy, the Member of Morinda Properties Escala Lodges LC.

Amber Knudsen
Notary Public
Residing at: 333 W River Park Dr
Provo UT 84604

My commission expires:
12.3.13

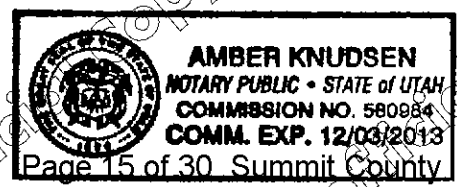


STATE OF UT
COUNTY OF UT

The foregoing instrument was acknowledged before me this 29 day of Jan, 2010 by Kim Tracy, the Member of Morinda Properties Weight Parcel LLC.

Amber Knudsen
Notary Public
Residing at: 333 W River Park Dr
Provo UT 84604

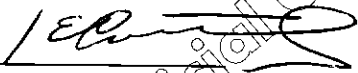
My commission expires:
12.3.13



FINAL VERSION

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

The foregoing instrument was acknowledged before me this 16th day of JUNE, 2010 by JOSEPH J. TABAGO, JR., the OFFICER of RESOLUTION of The Timbers Homeowners Association, Inc.

YELENA SOBOLEVA / 
Notary Public
Residing at: SAN FRANCISCO

My commission expires:
JANUARY 17, 2013

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On 16th June 2010 before me, YELENA SOBOLIEVA
Date Here Insert Name and Title of the Officer

personally appeared JOSEPH Y. TABACCO, JR.
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AMENDED AND RESTATED NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

Document Date: 16th JUNE, 2010 Number of Pages: 15

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: JOSEPH Y. TABACCO, JR.

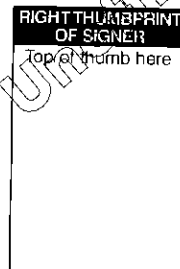
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT A

Legal Description of the Timberwolf Subdivision - 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.

Tax Serial Numbers:

TWOLF-1	TWOLF-5	TWOLF-9	TWOLF-13	TWOLF-18
TWOLF-2	TWOLF-6	TWOLF-10	TWOLF-14-2AM	TWOLF-19
TWOLF-3	TWOLF-7	TWOLF-11	TWOLF-15	TWOLF-20
TWOLF-4	TWOLF-8	TWOLF-12	TWOLF-17	

and

ALL PROPERTY SHOWN ON THAT CERTAIN DUTCH DRAW AT CANYON ESTATES PLAT MAP RECORDED NOVEMBER 3, 2000, AS ENTRY NO. 576172 IN THE RECORDS OF THE COUNTY RECORDER OF SUMMIT COUNTY, UTAH.

Tax Serial Numbers:

DDCE-1
DDCE-2
DDCE-3

EXHIBIT B

**Legal Description and Depiction of Temporary Easements
Hereby Terminated by the Recordation of this Agreement**

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

PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF SECTION TOWNSHIP 2 SOUTH RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°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°23'55" 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 NESTED 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 SOUTHEAST 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°00'00"; THENCE SOUTHEASTERLY ALONG

THE ARC A DISTANCE OF 62.83 FEET THENCE SOUTH 60°00'00" EAST, A DISTANCE OF 29.92 FEET TO THE INTERSECTION OF THE CENTERLINE OF VACATED JEANNINE DRIVE; THENCE ALONG THE CENTERLINE OF THE VACATED JEANNINE DRIVE NORTH 30°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°24'57" EAST; THENCE ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY 40.77 FEET THROUGH A CENTRAL ANGLE OF 11°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°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.

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 339.95 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 OF 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 $49^{\circ}27'10''$; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 69.05 FEET; THENCE $N.58^{\circ}01'52''E.$, 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 $51^{\circ}30'30''$; 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 $41^{\circ}04'07''$; 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 $09^{\circ}36'39''$; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 37.74 FEET; THENCE $N.52^{\circ}08'33''W.$, 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 $N.42^{\circ}54'47''E.$, A RADIAL DISTANCE OF 86.75 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF $43^{\circ}59'38''$, 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 10.00 FEET AND A CENTRAL ANGLE OF $61^{\circ}28'02''$; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 75.10 FEET; THENCE $N.61^{\circ}28'02''W.$, 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 $N.61^{\circ}28'02''W.$, A DISTANCE OF 28.18 FEET TO THE POINT OF ENDING.

EXHIBIT C

Legal Description and Depiction of Permanent Easements

**SKI EASEMENT "B"
20 FOOT EASEMENT**

A 20 FOOT EASEMENT WHOSE CENTER LINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS N.89°59'43"W ALONG THE SECTION LINE 1955.45 FEET AND SOUTH 58.55 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN;

THENCE S.60° 00' 00"E. 51.35 FEET; THENCE S.24° 23' 24 "E. 30.80 FEET TO THE POINT OF CURVATURE OF A 314.30-FOOT RADIUS CURE TO THE RIGHT; THENCE 55.14 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 10° 03' 07" WITH A CHORD BEARING S.15° 23' 36"E. 55.07 FEET TO THE POINT OF CURVATURE OF A 203.71-FOOT RADIUS CURVE TO THE LEFT; THENCE 95.88 FEET ALONG THE ARC OF SAID CURVE, HAVE A DELTA OF 26° 57' 59" WITH A CHORD BEARING S.23° 51' 03"E. 95.00 FEET; THENCE S 43° 57' 26" E 58.04 FEET TO THE POINT OF CURVATURE OF A 60.27-FOOT RADIUS CURVE TO THE LEFT; THENCE 31.18 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 29° 38' 42" WITH A CHORD BEARING S.34° 54' 27" E.30.84 FEET TO THE POINT OF CURVATURE OF A 93.54 FOOT RADIUS CURVE TO THE RIGHT; THENCE 58.42 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 35°46'49" WITH A CHORD BEARING S 02° 11' 41" E 57.47 FEET; THENCE S 33° 07' 52" W 16.46 FEET; THENCE S 30° 19' 06 " W 17.45 FEET TO THE POINT OF CURVATURE OF A 121.07 FOOT RADIUS CURVE TO THE LEFT; THENCE 41.84 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 19° 47' 53" WITH A CHORD BEARING S 53° 12' 23 " W 41.63 FEET; THENCE S 52° 42' 50" W 15.16 FEET TO THE POINT OF CURVATURE OF A 125.16-FOOT CURVE TO THE RIGHT; THENCE 48.07 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 22° 00' 19" WITH A CHORD BEARING S S 35° 50' 16" W 47.77 FEET TO THE POINT OF CURVATURE OF A 33.15-FOOT RADIUS CURVE TO THE LEFT; THENCE 27.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 48° 08' 34" WITH A CHORD BEARING S 38° 45' 08" W 27.04 FEET TO THE POINT OF TERMINUS.

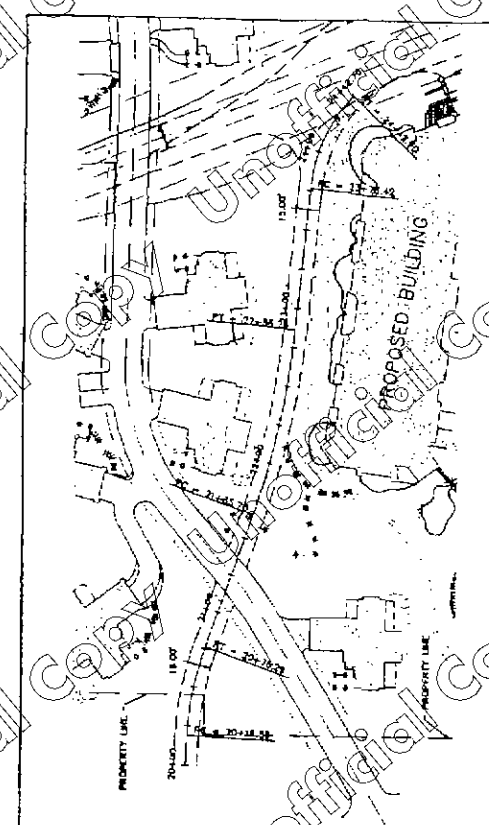
SKI AND TRAIL EASEMENT

12 FOOT EASEMENT

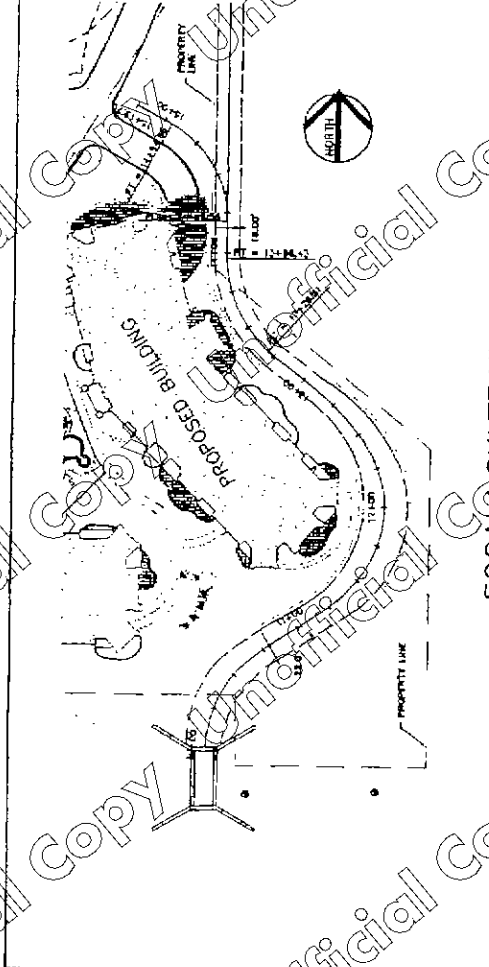
A 12 FOOT EASEMENT WHOSE CENTER LINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS N.89°59'43"W. ALONG THE SECTION LINE 2334.01 FEET AND SOUTH 141.01 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING THE POINT OF CURVATURE OF A 111.44-FOOT RADIUS CURVE TO THE LEFT:

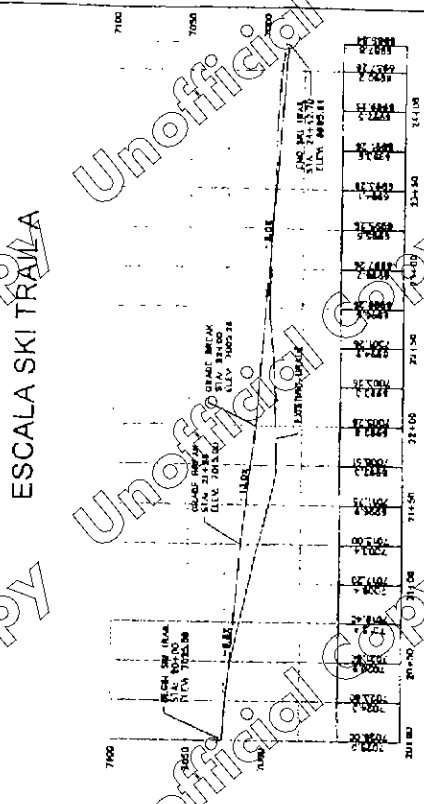
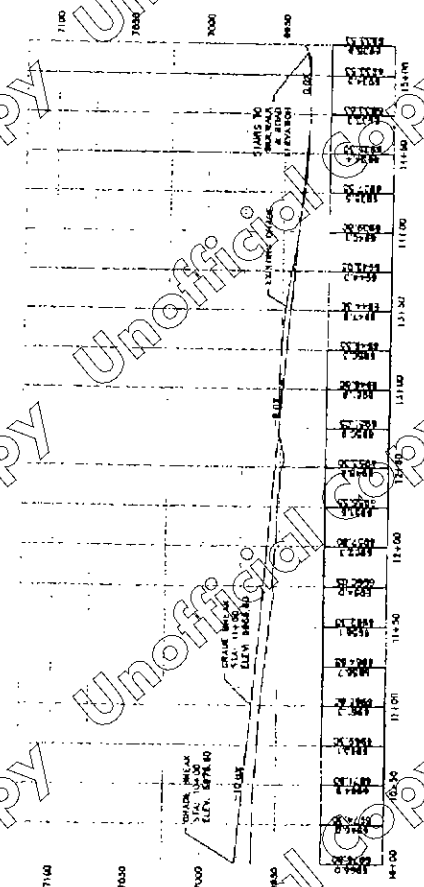
THENCE 69.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 35°55'11" WITH A CHORD BEARING S.10°59'14"W. 68.72 FEET TO THE POINT OF CURVATURE OF A 72.87-FOOT CURVE TO THE RIGHT; THENCE 41.96 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 32°59'36" WITH A CHORD BEARING S.06°08'45"W. 41.38 FEET; THENCE S.24°11'21"W. 50.34 FEET TO THE POINT OF CURVATURE OF A 85.79-FOOT RADIUS CURVE TO THE LEFT; THENCE 25.91 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 17°18'20" WITH A CHORD BEARING S.18°40'15"W. 25.82 FEET TO THE POINT OF CURVATURE OF A 135.24 FOOT RADIUS CURVE TO THE LEFT; THENCE 40.96 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 17°21'13" WITH A CHORD BEARING S.01°44'14"E. 40.81 FEET TO THE POINT OF CURVATURE OF A 48.21-FOOT RADIUS CURVE TO THE RIGHT; THENCE 41.78 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 49°38'56" WITH A CHORD BEARING S.28°02'26"E. 40.48 FEET TO THE POINT OF CURVATURE OF A 40.45-FOOT RADIUS CURVE TO THE LEFT; THENCE 18.74 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 26°32'53" WITH A CHORD BEARING S.36°34'52"E. 18.58 FEET TO THE POINT OF CURVATURE OF A 27.07-FOOT RADIUS CURVE; THENCE 43.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 93°00'28" WITH A CHORD BEARING S.03°09'29"W. 39.28 FEET TO THE POINT OF CURVATURE OF A 43.57-FOOT RADIUS CURVE TO THE LEFT; THENCE 37.56 FEET ALONG THE ARC OF SAID CURVE, HAVING A DELTA OF 49°26'50" WITH A CHORD BEARING S.24°57'47"W. 36.41 FEET; THENCE SOUTH 15.91 FEET TO THE POINT OF TERMINUS.



ESCALA SKI TRAIL A



ESCALA SKI TRAIL B



PROJECT	ESCALA	DATE	05/09/04
	SKI EASEMENTS		
NTS		DATE	05/09/04
CTT		PROJECT	9385
		SCALE	(X) 1/8" = 1' A

BK1639 PC0619

BK1639 PC0618

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

SKI EASEMENT "B"

POINT OF ENDING SKI EASEMENT "B"

S89°59'43"E

BASIS OF BEARING

POINT OF ENDING SKI EASEMENT "A"

"NO SIGNING OR MARKING IS ALLOWED FOR THIS EASEMENT. IT IS FOR SIGNING, WALKING ONLY, RIMMYS AND SIDEWALKS IMPROVEMENTS WILL BE CONSTRUCTED IN THIS AREA"

P.O.B SKI EASEMENT "B"

ESCALA PROPERTY BOUNDARY

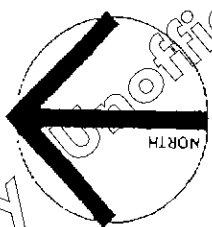
10.00'

SKI EASEMENT "A"

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'

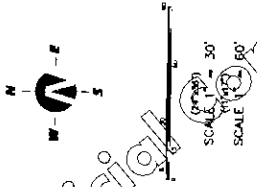
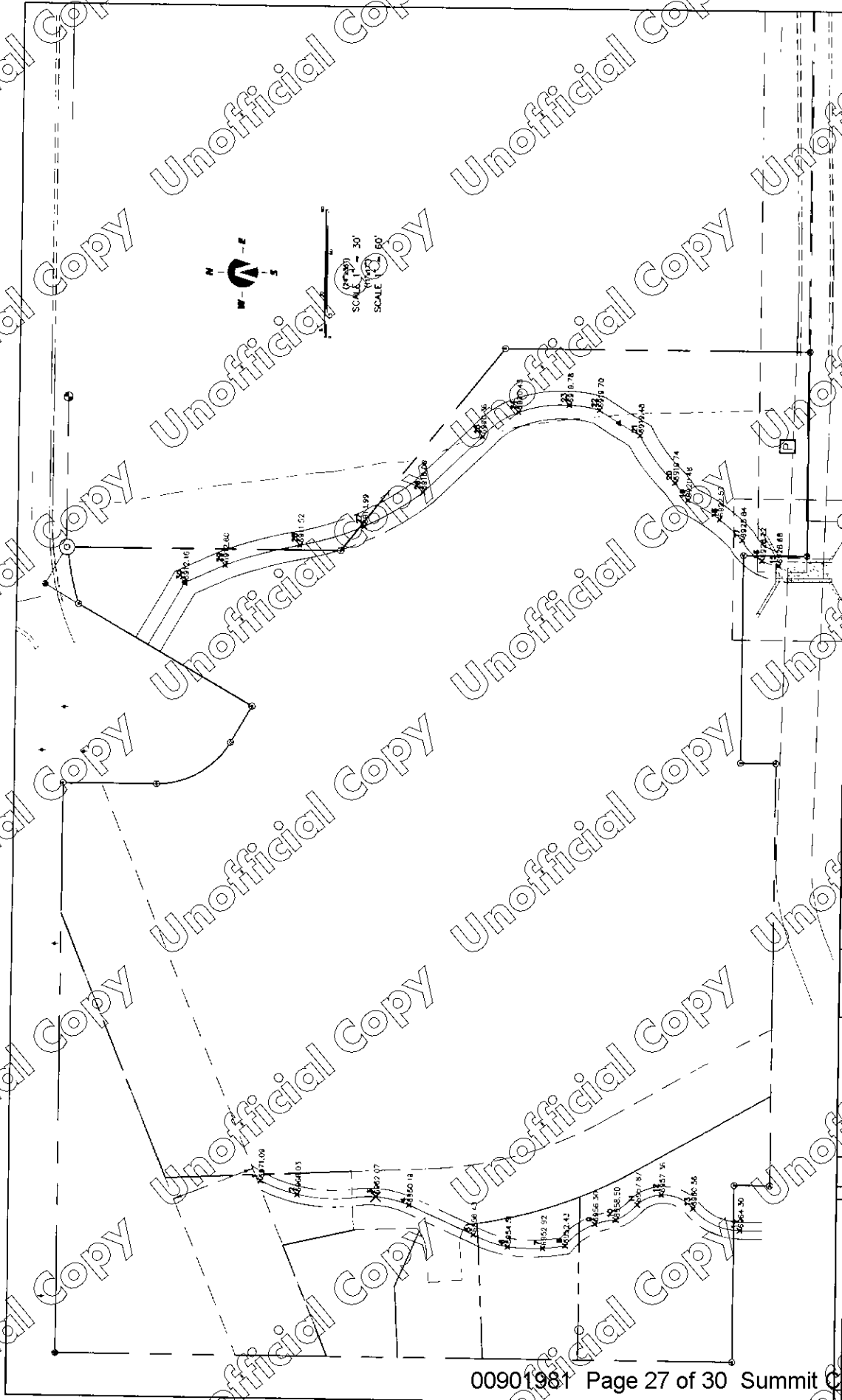


EXHIBIT A
PARK CITY, UTAH

ESCALA LODGES
CONDOMINIUMS

1040 E. 800 N.
SOUTH OF 800 N.
(60') 807-8982

Northern ENGINEERING INC
CONSULTING ENGINEERS
CONSTRUCTION MATERIALS



EXHIBIT D

Escala Lodges Condominiums Project Legal Description

ALL UNITS, ESCALA LODGES CONDOMINIUMS, AS THE SAME ARE IDENTIFIED IN THAT CERTAIN AMENDED AND RESTATED CONDOMINIUM PLAT FOR ESCALA LODGES CONDOMINIUMS RECORDED ON JANUARY 28, 2009, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AS ENTRY NO. 863831, AS AMENDED OR SUPPLEMENTED, TOGETHER WITH THE UNDIVIDED OWNERSHIP INTERESTS IN THE COMMON AREAS AND FACILITIES WHICH ARE APPURTENANT TO SAID UNITS.

Tax Serial Numbers (390):

ESCLAL-201-AM	ESCLAL-333-AM	ESCLAL-SC-5-AM	ESCLAL-S-35-AM	ESCLAL-S-85-AM	ESCLAL-P-33-AM	ESCLAL-4-320-AM	ESCLAL-SC-96-AM
ESCLAL-202-AM	ESCLAL-338-AM	ESCLAL-C-34-AM	ESCLAL-S-36-AM	ESCLAL-S-86-AM	ESCLAL-4-100-AM	ESCLAL-4-326-AM	ESCLAL-SC-97-AM
ESCLAL-207-AM	ESCLAL-341-AM	ESCLAL-C-16-AM	ESCLAL-S-37-AM	ESCLAL-S-87-AM	ESCLAL-4-105-AM	ESCLAL-4-330-AM	ESCLAL-S-107-AM
ESCLAL-209-AM	ESCLAL-142-AM	ESCLAL-C-17-AM	ESCLAL-S-38-AM	ESCLAL-S-88-AM	ESCLAL-4-106-AM	ESCLAL-4-335-AM	ESCLAL-S-108-AM
ESCLAL-213-AM	ESCLAL-145-AM	ESCLAL-C-28-AM	ESCLAL-S-39-AM	ESCLAL-S-89-AM	ESCLAL-4-109-AM	ESCLAL-4-336-AM	ESCLAL-S-109-AM
ESCLAL-219-AM	ESCLAL-148-AM	ESCLAL-C-29-AM	ESCLAL-S-40-AM	ESCLAL-S-90-AM	ESCLAL-4-111-AM	ESCLAL-4-341-AM	ESCLAL-S-110-AM
ESCLAL-301-AM	ESCLAL-149-AM	ESCLAL-C-32-AM	ESCLAL-S-41-AM	ESCLAL-S-91-AM	ESCLAL-4-112-AM	ESCLAL-4-342-AM	ESCLAL-S-111-AM
ESCLAL-302-AM	ESCLAL-150-AM	ESCLAL-C-33-AM	ESCLAL-S-42-AM	ESCLAL-S-92-AM	ESCLAL-4-113-AM	ESCLAL-4-347-AM	ESCLAL-S-112-AM
ESCLAL-304-AM	ESCLAL-154-AM	ESCLAL-C-35-AM	ESCLAL-S-43-AM	ESCLAL-S-93-AM	ESCLAL-4-118-AM	ESCLAL-4-348-AM	ESCLAL-S-113-AM
ESCLAL-305-AM	ESCLAL-241-AM	ESCLAL-C-56-AM	ESCLAL-S-44-AM	ESCLAL-S-94-AM	ESCLAL-4-119-AM	ESCLAL-4-353-AM	ESCLAL-S-114-AM
ESCLAL-308-AM	ESCLAL-242-AM	ESCLAL-C-57-AM	ESCLAL-S-45-AM	ESCLAL-S-95-AM	ESCLAL-4-120-AM	ESCLAL-4-384-AM	ESCLAL-S-115-AM
ESCLAL-313-AM	ESCLAL-244-AM	ESCLAL-C-60-AM	ESCLAL-S-46-AM	ESCLAL-S-96-AM	ESCLAL-4-126-AM	ESCLAL-4-400-AM	ESCLAL-S-116-AM
ESCLAL-316-AM	ESCLAL-248-AM	ESCLAL-SC-1-AM	ESCLAL-S-47-AM	ESCLAL-S-97-AM	ESCLAL-4-130-AM	ESCLAL-4-430-AM	ESCLAL-S-117-AM
ESCLAL-317-AM	ESCLAL-250-AM	ESCLAL-SC-57-AM	ESCLAL-S-48-AM	ESCLAL-S-98-AM	ESCLAL-4-135-AM	ESCLAL-5-160-AM	ESCLAL-S-118-AM
ESCLAL-318-AM	ESCLAL-251-AM	ESCLAL-SC-58-AM	ESCLAL-S-49-AM	ESCLAL-S-99-AM	ESCLAL-4-136-AM	ESCLAL-5-167-AM	ESCLAL-S-119-AM
ESCLAL-321-AM	ESCLAL-252-AM	ESCLAL-SC-59-AM	ESCLAL-S-50-AM	ESCLAL-S-100-AM	ESCLAL-4-141-AM	ESCLAL-5-168-AM	ESCLAL-S-120-AM
ESCLAL-322-AM	ESCLAL-254-AM	ESCLAL-S-1-AM	ESCLAL-S-51-AM	ESCLAL-S-101-AM	ESCLAL-4-142-AM	ESCLAL-5-169-AM	ESCLAL-S-121-AM
ESCLAL-401-AM	ESCLAL-341-AM	ESCLAL-S-2-AM	ESCLAL-S-52-AM	ESCLAL-S-102-AM	ESCLAL-4-147-AM	ESCLAL-5-171-AM	ESCLAL-S-122-AM
ESCLAL-402-AM	ESCLAL-342-AM	ESCLAL-S-3-AM	ESCLAL-S-53-AM	ESCLAL-P-1-AM	ESCLAL-4-148-AM	ESCLAL-5-173-AM	ESCLAL-S-123-AM
ESCLAL-404-AM	ESCLAL-344-AM	ESCLAL-S-4-AM	ESCLAL-S-54-AM	ESCLAL-P-2-AM	ESCLAL-4-151-AM	ESCLAL-5-174-AM	ESCLAL-S-124-AM
ESCLAL-408-AM	ESCLAL-347-AM	ESCLAL-S-5-AM	ESCLAL-S-55-AM	ESCLAL-P-3-AM	ESCLAL-4-153-AM	ESCLAL-5-260-AM	ESCLAL-S-125-AM
ESCLAL-413-AM	ESCLAL-348-AM	ESCLAL-S-6-AM	ESCLAL-S-56-AM	ESCLAL-P-4-AM	ESCLAL-4-154-AM	ESCLAL-5-267-AM	ESCLAL-S-126-AM
ESCLAL-416-AM	ESCLAL-350-AM	ESCLAL-S-7-AM	ESCLAL-S-57-AM	ESCLAL-P-5-AM	ESCLAL-4-200-AM	ESCLAL-5-268-AM	ESCLAL-S-127-AM
ESCLAL-418-AM	ESCLAL-351-AM	ESCLAL-S-8-AM	ESCLAL-S-58-AM	ESCLAL-P-6-AM	ESCLAL-4-205-AM	ESCLAL-5-269-AM	ESCLAL-S-128-AM
ESCLAL-423-AM	ESCLAL-353-AM	ESCLAL-S-9-AM	ESCLAL-S-59-AM	ESCLAL-P-7-AM	ESCLAL-4-206-AM	ESCLAL-5-271-AM	ESCLAL-S-129-AM
ESCLAL-501-AM	ESCLAL-354-AM	ESCLAL-S-10-AM	ESCLAL-S-60-AM	ESCLAL-P-8-AM	ESCLAL-4-209-AM	ESCLAL-5-273-AM	ESCLAL-S-130-AM
ESCLAL-504-AM	ESCLAL-441-AM	ESCLAL-S-11-AM	ESCLAL-S-61-AM	ESCLAL-P-9-AM	ESCLAL-4-211-AM	ESCLAL-5-274-AM	ESCLAL-S-131-AM
ESCLAL-505-AM	ESCLAL-444-AM	ESCLAL-S-12-AM	ESCLAL-S-62-AM	ESCLAL-P-10-AM	ESCLAL-4-212-AM	ESCLAL-5-360-AM	ESCLAL-S-132-AM
ESCLAL-508-AM	ESCLAL-447-AM	ESCLAL-S-13-AM	ESCLAL-S-63-AM	ESCLAL-P-11-AM	ESCLAL-4-213-AM	ESCLAL-5-367-AM	ESCLAL-S-133-AM
ESCLAL-513-AM	ESCLAL-450-AM	ESCLAL-S-14-AM	ESCLAL-S-64-AM	ESCLAL-P-12-AM	ESCLAL-4-218-AM	ESCLAL-5-368-AM	ESCLAL-S-136-AM
ESCLAL-516-AM	ESCLAL-461-AM	ESCLAL-S-15-AM	ESCLAL-S-65-AM	ESCLAL-P-13-AM	ESCLAL-4-219-AM	ESCLAL-5-369-AM	ESCLAL-S-137-AM
ESCLAL-517-AM	ESCLAL-456-AM	ESCLAL-S-16-AM	ESCLAL-S-66-AM	ESCLAL-P-14-AM	ESCLAL-4-220-AM	ESCLAL-5-371-AM	ESCLAL-S-138-AM
ESCLAL-521-AM	ESCLAL-144-AM	ESCLAL-S-17-AM	ESCLAL-S-67-AM	ESCLAL-P-15-AM	ESCLAL-4-226-AM	ESCLAL-5-373-AM	ESCLAL-P-34-AM
ESCLAL-601-AM	ESCLAL-618-AM	ESCLAL-S-18-AM	ESCLAL-S-68-AM	ESCLAL-P-16-AM	ESCLAL-4-230-AM	ESCLAL-5-374-AM	ESCLAL-P-35-AM
ESCLAL-604-AM	ESCLAL-518-AM	ESCLAL-S-19-AM	ESCLAL-S-69-AM	ESCLAL-P-17-AM	ESCLAL-4-235-AM	ESCLAL-C-65-AM	ESCLAL-P-36-AM
ESCLAL-608-AM	ESCLAL-C-1-AM	ESCLAL-S-20-AM	ESCLAL-S-70-AM	ESCLAL-P-18-AM	ESCLAL-4-236-AM	ESCLAL-C-68-AM	ESCLAL-P-37-AM
ESCLAL-616-AM	ESCLAL-C-2-AM	ESCLAL-S-21-AM	ESCLAL-S-71-AM	ESCLAL-P-19-AM	ESCLAL-4-237-AM	ESCLAL-C-73-AM	ESCLAL-P-38-AM
ESCLAL-623-AM	ESCLAL-C-3-AM	ESCLAL-S-22-AM	ESCLAL-S-72-AM	ESCLAL-P-20-AM	ESCLAL-4-241-AM	ESCLAL-C-76-AM	ESCLAL-SC-98-AM
ESCLAL-138-AM	ESCLAL-C-4-AM	ESCLAL-S-23-AM	ESCLAL-S-73-AM	ESCLAL-P-21-AM	ESCLAL-4-242-AM	ESCLAL-C-80-AM	ESCLAL-SC-99-AM
ESCLAL-225-AM	ESCLAL-C-5-AM	ESCLAL-S-24-AM	ESCLAL-S-74-AM	ESCLAL-P-22-AM	ESCLAL-4-247-AM	ESCLAL-C-82-AM	ESCLAL-SC-100-AM
ESCLAL-226-AM	ESCLAL-C-6-AM	ESCLAL-S-25-AM	ESCLAL-S-75-AM	ESCLAL-P-23-AM	ESCLAL-4-248-AM	ESCLAL-C-88-AM	
ESCLAL-228-AM	ESCLAL-C-7-AM	ESCLAL-S-26-AM	ESCLAL-S-76-AM	ESCLAL-P-24-AM	ESCLAL-4-253-AM	ESCLAL-C-86-AM	
ESCLAL-231-AM	ESCLAL-C-8-AM	ESCLAL-S-27-AM	ESCLAL-S-77-AM	ESCLAL-P-25-AM	ESCLAL-4-254-AM	ESCLAL-C-93-AM	
ESCLAL-232-AM	ESCLAL-C-9-AM	ESCLAL-S-28-AM	ESCLAL-S-78-AM	ESCLAL-P-26-AM	ESCLAL-4-300-AM	ESCLAL-C-94-AM	
ESCLAL-233-AM	ESCLAL-C-10-AM	ESCLAL-S-29-AM	ESCLAL-S-79-AM	ESCLAL-P-27-AM	ESCLAL-4-305-AM	ESCLAL-C-97-AM	
ESCLAL-237-AM	ESCLAL-C-12-AM	ESCLAL-S-30-AM	ESCLAL-S-80-AM	ESCLAL-P-28-AM	ESCLAL-4-306-AM	ESCLAL-SC-63-AM	
ESCLAL-238-AM	ESCLAL-C-23-AM	ESCLAL-S-31-AM	ESCLAL-S-81-AM	ESCLAL-P-29-AM	ESCLAL-4-312-AM	ESCLAL-SC-67-AM	
ESCLAL-325-AM	ESCLAL-C-31-AM	ESCLAL-S-32-AM	ESCLAL-S-82-AM	ESCLAL-P-30-AM	ESCLAL-4-313-AM	ESCLAL-SC-85-AM	
ESCLAL-328-AM	ESCLAL-C-26-AM	ESCLAL-S-33-AM	ESCLAL-S-83-AM	ESCLAL-P-31-AM	ESCLAL-4-318-AM	ESCLAL-SC-86-AM	
ESCLAL-331-AM	ESCLAL-SC-27-AM	ESCLAL-S-34-AM	ESCLAL-S-84-AM	ESCLAL-P-32-AM	ESCLAL-4-319-AM	ESCLAL-SC-88-AM	

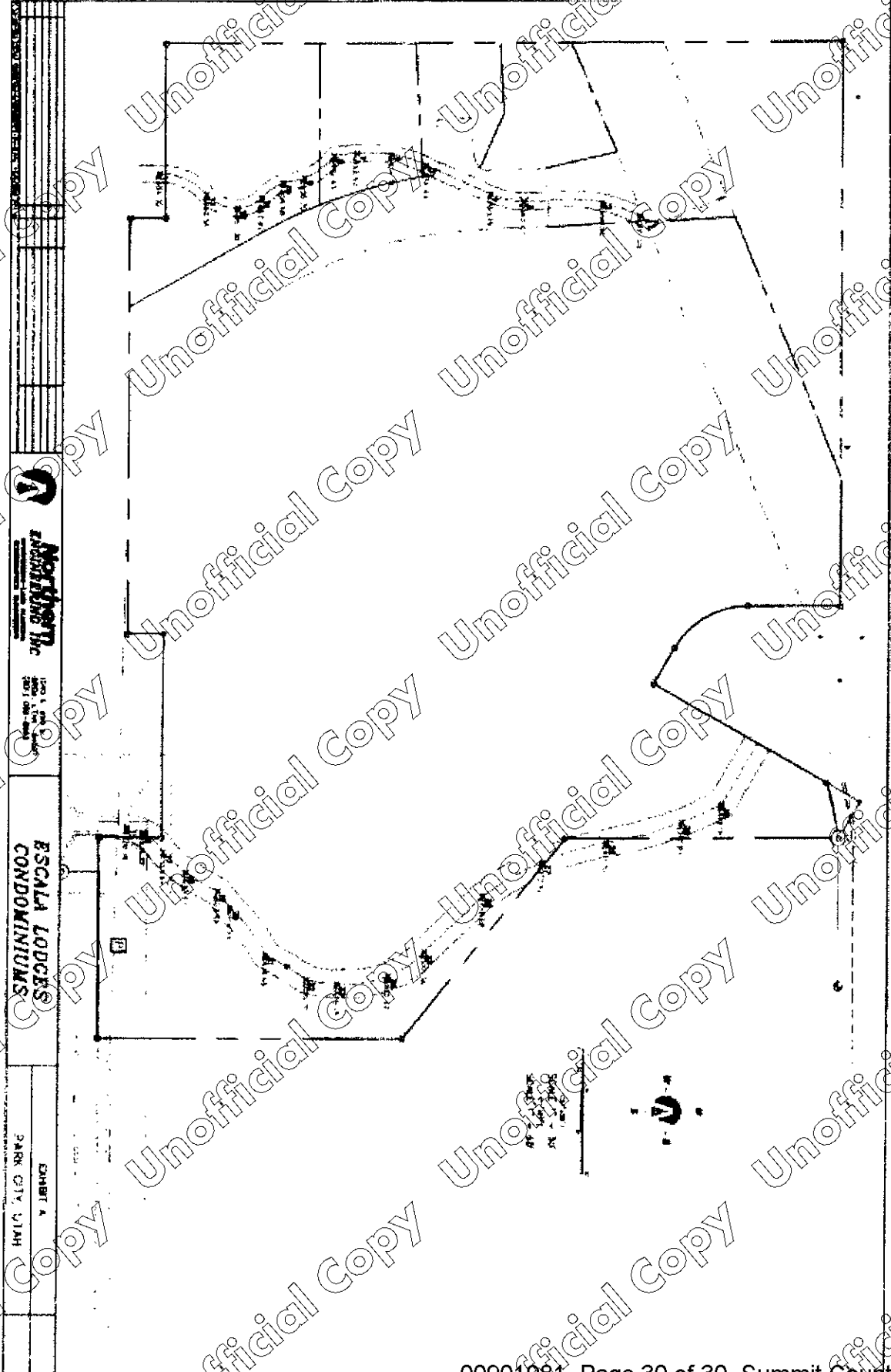
EXHIBIT E

Morinda Properties Legal Description

LOTS 2, 3, 4 AND 5 AS DEPICTED ON PLAT "A", ESCALA
LODGES SUBDIVISION, ACCORDING TO THE OFFICIAL
RECORDED PLAT THEREOF.

Tax Serial Numbers:

ESCL-A-2
ESCL-A-3
ESCL-A-4
ESCL-A-5
ESCL-A-PRS



McNITT
ENGINEERING INC.
100 S. 10th Street
PO Box 100
Park City, Utah 84302

ESCALA LODGES
CONDOMINIUMS

CHART A
PARK CITY, UTAH