

WHEN RECORDED, MAIL TO
Ryan B. Frazier
Kirton | McConkie
60 E. South Temple, Suite 1800
Salt Lake City, Utah 84111

00940208 B: 2117 P: 0432
Page 1 of 178
Alan Spriggs, Summit County Utah Recorder
02/27/2012 04:00:57 PM Fee \$488.00
By KIRTON & MCCONKIE
Electronically Recorded

AFFIDAVIT CONCERNING
ASSIGNMENT OF RENTS AND OPTION PAYMENTS

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

David M. Wahlquist, being first duly sworn on oath, deposes and says:

1. That he is an attorney licensed to practice law in the State of Utah and is a shareholder and director of the law firm of Kirton & McConkie (“Law Firm”).

2. That on or about March 1, 2011, Law Firm entered into an amendment (the “Amendment”) to an engagement letter between Law Firm and Wolf Mountain Resorts, L.C., a Utah limited liability company (“Wolf Mountain”). A true and complete copy of the Amendment as well as the engagement letter which it amended are attached to this Affidavit as Exhibit “A” and are incorporated by reference herein.

3. That in the Amendment, Wolf Mountain assigned to Law Firm, as collateral for sums owed to the Law Firm, all of Wolf Mountain’s right, title and interest in and to certain payments due or to become due under a Ground Lease (“Ground Lease”) dated July 3, 1997, by and between Wolf Mountain, as landlord, and ASC Utah, Inc., as tenant. The payments assigned to Law Firm include: (a) Rent as more particularly described in Section 3.01 of the Ground Lease; and (b) Option Payments as more particularly described in Article XXV (Development

Rights) of the Ground Lease. A true and complete copy of the Ground Lease is attached to this Affidavit as Exhibit "B" and is incorporated by reference herein.

4. That the Ground Lease covers and affects certain real property located in Summit County, Utah, more particularly described on Exhibit "C" attached hereto and incorporated by reference herein.

5. That the amount owed to Law Firm as of November 23, 2011 was approximately \$1,112,003.30, plus accruing interest pursuant to the Amendment.

6. That, pursuant to the Amendment, Law Firm claims a security interest in all Rent and Option Payments due or to become due under the Ground Lease.

7. That Wolf Mountain authorized Law Firm, in the Amendment, to execute any documentation and make any filings "deemed necessary or desirable by Law Firm to create and maintain a perfected security interest" in the Rents and Option Payments, and that the undersigned has executed this Affidavit and caused it to be recorded pursuant to said authorization.

DATED this 24th day of February, 2012.

David M. Wahlquist
David M. Wahlquist

I CERTIFY THAT THE FOREGOING INSTRUMENT WAS SUBSCRIBED AND SWORN TO before me this 24th day of February, 2012.

Connie N. Barney
Notary Public in and for the State of Utah

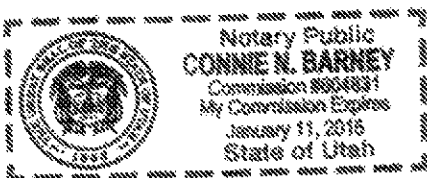


EXHIBIT "A"

Copy of Amendment and Engagement Letter

(Attached)

DAVID M. WAHLQUIST
E-MAIL: dwahlquist@kmclaw.com

**KIRTON &
MCCONKIE**
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
1800 EAGLE GATE TOWER
60 EAST SOUTH TEMPLE
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SALT LAKE CITY, UTAH 84145-0120
www.kmclaw.com

FAX (801) 321-4893
TELEPHONE (801) 328-3600

April 15, 2009

Kenneth W. Griswold
Manager, Wolf Mountain Resorts, L.C.
664 Northcliffe Circle
Salt Lake City, Utah 84103

Re: Legal Services Agreement

Dear Mr. Griswold:

We appreciate the opportunity to provide legal services to Wolf Mountain Resorts, L.C. ("Wolf Mountain" or "you"). Before we begin, we would like to define the terms of our engagement. This letter will set forth our agreement as to the scope and terms of our representation.

Scope of Engagement

This firm has agreed to represent Wolf Mountain in the litigation filed against you on April 7, 2009 in the United States District Court, District of Utah, by ASC Utah, Inc. and Talisker Canyons Finance Co LLC. You should have a clear understanding of the legal services we will provide. If you have any question about the scope or description of our services, please contact the undersigned before signing this letter. Unless this agreement is modified in writing, any subsequent or additional legal matters to be handled for you by this law firm will also be governed by this agreement.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, and are not guarantees of any particular result. Such opinions and advice are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Personnel Assigned

Each client of Kirton & McConkie is served by a lead attorney. The lead attorney for your matters will be David Wahlquist. You are free to request a change of your lead attorney at any time. Subject to the supervisory role of the lead attorney, your work or parts of it may be performed by other attorneys and legal assistants in the firm. Such delegation may be for the purpose of involving attorneys or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient, cost effective and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters. At a minimum, our detailed monthly billing statements will describe the personnel working on your matters, and the tasks each person has performed.

Attorney Fees and Costs

You will be billed on an hourly basis for work performed by our attorneys and legal assistants. The hourly rates used are approved by the firm's Board of Directors after considering a variety of relevant factors, such as the experience of those providing the services and the complexity of the matter. We reserve the right to revise our hourly billing rates at any time. Such revisions will be reflected on your monthly billing statement.

The personnel who we anticipate will initially be involved on your behalf, and each person's respective hourly rate at this time, are as follows:

David M. Wahlquist	\$350.00 per hour
Rod N. Andreason	\$265.00 per hour

We may use other attorneys or legal assistants from the firm as we believe appropriate.

In addition, you will be responsible for payment of any costs, charges, and expenses we incur on your behalf, such as photocopy expenses, facsimile charges, overnight delivery and mail expenses, travel expenses, court costs, filing fees, and other expenses. We will confer with you before we incur any substantial costs of an unusual nature. When costs, charges, or expenses we incur on your behalf are not paid on a timely basis, Kirton & McConkie reserves the right to apply all payments received in such manner as we determine, including first to outstanding disbursements and then to fees.

Retainer

We have agreed that you will deposit a retainer with the firm in the amount of \$20,000. Your retainer deposit, which does not bear interest, will be held in the firm's trust account. The retainer deposit will be applied to our fees and costs as our legal services are provided. Regular billing statements will be furnished to you for the purpose, in part, of restoring the retainer

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deposit. At the conclusion of our legal representation or at such time as we determine that the deposit is unnecessary, any remaining balance will be returned to you. We reserve the right to require an increase in the amount of the retainer deposit at any time it proves insufficient to cover current expenses and fees, or at such time as we deem it necessary due to anticipated work.

Billing Arrangements, Terms of Payment and Attorney Liens

We will bill you on a monthly basis for both fees and costs, unless we have a written agreement to the contrary. You agree to make payment within thirty (30) days of receiving our detailed statement. Unpaid fees and disbursements accrue service charges at the rate (non-compounded) of one and one-half per cent (1½%) per month from the beginning of the month in which the unpaid amounts become overdue. (Where fees and disbursements are regularly paid out of a retainer deposit, no service charge will be charged.) If you have questions about your bill or our services, please contact your lead attorney, or if that is not satisfactory, the firm's president.

If your account becomes delinquent, and continues so after written notice from us, we may elect to withdraw from this representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorney fees. You further agree that Kirton & McConkie will have an attorney lien, pursuant to Utah Code Annotated §38-2-7, on any proceeds resulting in whole or in part from legal services provided you to secure payment of any amounts you owe Kirton & McConkie, and that such lien will attach to any settlement, verdict, report, decision or judgment in your favor. You further agree that any legal action regarding any dispute with respect to this legal engagement must be brought in the courts sitting in the State of Utah. You agree to submit to the personal jurisdiction of the Utah courts with respect to such action. Utah law will apply.

Conflicts of Interest

We have performed a search of our firm's attorneys and existing matters, and we are not aware of any conflicts of interest in our representation of you with respect to the matters for which we have been engaged to provide legal services. In the event a conflict of interest arises in the future, we will immediately inform you of such conflict and take appropriate action within the bounds of our ethical obligations. In particular, we have discussed the obligations that you have to Fairstar Resources Ltd. ("Fairstar"), another client of our firm, pursuant to a Note dated on or about April 14, 2009 (the "Note"). After discussing this matter with you, and after having discussed this matter with separate counsel, you agree to waive any potential conflict that may exist due to our representation of Fairstar against you with respect to your obligations to Fairstar pursuant to the Note. In addition, you agree that in the event that a conflict arises between you and Fairstar regarding the Note, our firm may cease representing you and may continue to represent Fairstar with respect to collection of the Note. Further, we reserve the right to withdraw from this engagement at any time if necessary to comply with our ethical obligations.

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Termination of Representation

You may terminate our representation of you at any time, with or without cause, by notifying us. If such termination occurs, your papers and property will be returned to you promptly upon request. We may retain copies to the extent permitted by law. We are subject to the Utah Rules of Professional Conduct (the "Rules"), which identify several circumstances which require or allow us to withdraw from representing a client, which include the nonpayment of fees or costs, the misrepresentation or failure to disclose material facts, and conflicts of interest with another client. If we represent you in a lawsuit, our ability to withdraw from the suit may be subject to approval from the appropriate court. Further, subject to our ethical obligations as defined by the Rules, we reserve the right to terminate our representation of you at any time, without cause, by furnishing written notice to you that we are withdrawing as your counsel. If we find it necessary or advisable to so act, we would assist you as you may desire in locating other counsel, and we would make available to you such documents, pleadings, etc., from our file as you may request.

Retention of Client Files

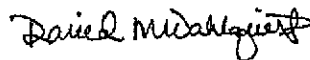
We will maintain files related to this engagement that we, in our sole professional judgment, determine are necessary for the conduct of this engagement. After the engagement ends, meaning the date of our last bill for services on a particular matter, we will maintain or destroy our files in accordance with our then-existing records retention policy. During the period in which we maintain the files, you may request to examine the files and to copy documents in the files. We request that you do so within one year after the engagement ends, after which we may destroy the files in accordance with our records retention policy.

This letter will comprise our engagement agreement. Therefore, we ask that you review it carefully and then sign and return to us the Acknowledgement of Client. Please contact the undersigned promptly if you have any questions.

Thank you for entrusting your legal work to us. We look forward to serving you.

Sincerely,

KIRTON & McCONKIE



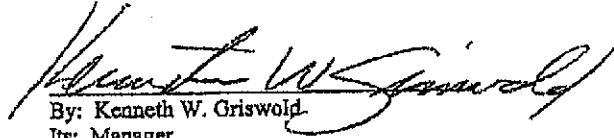
David M. Wahlquist

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ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this engagement letter and to pay Kirton & McConkie for legal services in accordance with such terms and provisions.

WOLF MOUNTAIN RESORTS, L.C.



By: Kenneth W. Griswold
Its: Manager

Date: 4/15/09

AMENDMENT

This Amendment ("**Amendment**") to that certain engagement agreement dated April 15, 2009 ("**Agreement**"), executed by and between Kirton & McConkie, P.C., a Utah professional corporation ("**Law Firm**"), and Wolf Mountain Resorts, L.C., a Utah limited liability company ("**Client**"), is made and entered into as of this 1st day of March, 2011 ("**Effective Date**"), by and between Law Firm, Client, Kenneth W. Griswold, an individual ("**Griswold**"), and Michael A. Baker, an individual ("**Baker**"). References to Client shall include Client, Griswold, and Baker. Law Firm and Client are sometimes referred to individually as a "Party," and collectively as "Parties."

Recitals

WHEREAS, under the Agreement, Client is obligated to pay Law Firm for its services;

WHEREAS, Client has not paid Law Firm in accordance with the Agreement, and consequently owes money to the Law Firm;

WHEREAS, Law Firm will not continue to represent Client unless it provides Law Firm with additional assurances of payment;

WHEREAS, Law Firm and Client desire to amend the Agreement in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and following recitals, covenants, promises, warranties, and representations, the sufficiency of which is acknowledged by the Parties, the Parties agree to the following terms and conditions.

Agreement

1. Amendment.

- a. Amendment. The Parties hereby amend the Agreement in accordance with its Scope of Engagement section.
- b. Limited Amendment. All terms and conditions in the Agreement not modified by this Amendment shall remain in full force and effect.
- c. Reference. This Amendment is incorporated in full in the Agreement by reference.
- d. Definitions. Capitalized terms not defined herein shall have the meaning defined in the Agreement.

2. Payment.

- a. Client shall pay Law Firm by wire transfer the amount of \$225,000^{Kwg} for Law Firm's receipt no later than 1:00 p.m., Mountain Time, on the ~~10th~~^{tenth} day of each month (or the immediately following business day if such date falls on a Sunday, or Utah or federal holiday), beginning March 10, 2011, and continuing thereafter until Law Firm is fully paid for all services. In addition to the foregoing, Client shall pay Law Firm by wire transfer the full amount of all

unpaid balances due to Law Firm under the Agreement for Law Firm's receipt no later than 1:00 p.m., Mountain Time, on September 22, 2011. Payments shall be in United States dollars to the following account:

Account #: 411 135 106
Routing #: 124000 737

Key Bank of Utah
36 South State Street #2609
Salt Lake City, UT 84111
For the account of: Kirton & McConkie

- b. If the Court continues Consolidated Case No. 060500297, Third Judicial District Court, Summit County, Silver Summit Department, State of Utah, more than 30 days by order issued before close of business on March 4, 2011, then the due date of the seventh day of each month described in Section 2.a. above shall be replaced with the 15th date of each month beginning March 15, 2011.
3. Interest, Late Payments. Law Firm shall deliver invoices under the Agreement to Client, care of Paul Peters, by e-mail transmission to wolfmountain@msn.com. All invoices are immediately due and payable upon Law Firm's transmission. Invoiced amounts shall accrue interest at the rate of 15% per annum, beginning upon Law Firm's transmission. Any amounts due hereunder that remain unpaid by the due date and time as described in Section 2 above shall accrue interest at the rate of 18% per annum.
4. Performance. Client acknowledges and agrees that time is of the essence in its performance of all obligations hereunder.
5. Security Interest.
- a. Assignment. In order to secure its obligations to Law Firm hereunder, Client hereby grants to Law Firm a security interest in, and hereby assigns to Law Firm all of Client's right, title and interest in and to, both (a) Rent as more particularly described in Section 3.01, and (b) Option Payments as more particularly described in Article XXV Development Rights, in that certain Ground Lease Agreement dated July 3, 1997 ("Ground Lease"), by and between Client and ASC Utah, Inc. (these Sections 5(a) and 5(b) collectively, "Collateral"). Collateral shall include any proceeds of the Collateral.
- b. Representations and Warranties. Client represents and warrants that it (i) is the true and lawful owner of the Collateral, (ii) shall immediately provide Law Firm with written notice of any change in the Collateral, (iii) shall keep accurate and complete records of the Collateral, (iv) shall permit Law Firm to examine all of Client's books and records concerning the Collateral, and (v) shall not dispose of or encumber, or assign or transfer to any third party, the Collateral.
- c. Financing Statements. Client hereby authorizes and directs Law Firm to execute and deliver any and all financing statements and other documentation deemed necessary or desirable by Law Firm to create and maintain a perfected security interest in the Collateral. Without limiting the foregoing, Client shall from time to time execute financing statements and other documents, as Law Firm may

request, in form satisfactory to Law Firm and perform such other acts as Law Firm may request to perfect and maintain a perfected security interest in the Collateral. The foregoing notwithstanding, Clients hereby authorizes Law Firm to make any filings it deems necessary or desirable herewith without the need to obtain Client's signature.

- d. No Other Documents. Client hereby agrees and acknowledges that this Amendment shall serve as a sufficient document to memorialize its assignment of the Collateral to Law Firm, without the need for an additional assignment or security agreement.

6. Default. Upon Client's default of this Amondment, Law Firm shall have the right to:

- a. Enter Client's premises at any reasonable time to take possession of or to complete the processing of any Collateral preparatory to its disposition, without being liable for damages and take possession of the Collateral without judicial process and may use and occupy the premises for purposes of preservation or preparation for disposition of any Collateral.
- b. In its own name or in the name of Client, notify or require Client to notify any and all account debtors to make payment directly to Law Firm, to take possession of any Collateral or proceeds therefrom in the possession of Client, to demand, collect, receive, receipt for, sue for, compound, and give acquittance for any or all amounts due or to become due on any or all invoices, to endorse in the name of Client, commercial paper given in payment or part payment thereof, and in its discussion to file any claim or take any other action or proceeding which Law Firm may deem necessary or appropriate to protect and preserve and realize upon the security interest of Law Firm in the Collateral.
- c. Without the need for prior written notice by Law Firm, file an involuntary bankruptcy action against Client, individually or collectively in any combination, in any court of competent jurisdiction, whether it be on the eve of trial, during trial, or any other time.
- d. Exercise any other rights and remedies available under the Agreement, this Amendment, at law, or in equity, immediately upon Client's breach of its payment obligations for any matter arising any time under the Agreement or this Amendment.

7. Personal Guarantee. Griswold and Baker, individually and collectively, hereby unconditionally personally guarantee and promise to pay to Law Firm when due and immediately upon demand, all payments required under the Agreement and this Amendment of every kind and nature for each and every matter (including without limitation, those arising out of matters 17300 (Wolf Mountain), 16590 (Fairstar Resources), and 17394 (Peninsula Advisors)), whether accrued prior to the Effective Date, now, or hereafter accrued, owing by Client (whether Wolf Mountain Resorts, L.C., Griswold, and/or Baker), including without limitation, invoices, interest, late payment interest, attorneys' fees, court costs, and expenses. Client (whether Wolf Mountain Resorts, L.C., Griswold, and/or Baker), is jointly and severally liable for all obligations

Kwg

arising out of the Agreement and this Amendment. Client acknowledges and agrees that Law Firm shall have no duty or obligation to execute against any collateral prior to exercising its personal guarantee rights hereunder, and that Law Firm, in its sole discretion, may proceed against any Client (whether Wolf Mountain Resorts, L.C., Griswold, and/or Baker) concurrently, directly, or in any combination.

8. Waivers.

a. Client hereby waives any and all claims against Law Firm for its exercise of any rights and remedies, including, without limitation, the filing of an involuntary bankruptcy action against Client.

b. Client hereby waives and fully and forever releases and discharges Law Firm, and its agents, directors, officers, employees, contractors, representatives, and assigns, from any and all claims, demands, actions, causes of action, judgments and liabilities of any kind or nature whatsoever in law, equity or otherwise, whether based on allegations of Law Firm's malpractice, decisions, judgment, acts, omissions, or any other theory, whether known or unknown, suspected or unsuspected, which have existed or may have existed or which do exist or which may result in the future, including those which may be based in whole or in part on, or may arise from or are or may be related to any and all matters billed by Law Firm at any time for services performed by Law Firm under the Agreement and this Amendment, including, without limitation, for matters 17300 (Wolf Mountain), 16590 (Fairstar Resources), and 17394 (Peninsula Advisors), before and up to the Effective Date. The foregoing notwithstanding, Client does not waive its right to dispute good faith invoice disputes, provided that Client shall pay all undisputed amounts in any invoice pursuant to the terms hereof, and that Client shall provide Law Firm with prompt, written notice of any dispute.

9. Enforcement. This Amendment shall be governed by the laws of the State of Utah, without regard to applicable conflicts of law principles. Any judicial action or proceeding arising out of this Amendment shall be determined exclusively by the federal and state courts of competent jurisdiction located in Salt Lake City, Utah. The prevailing party in any such action shall be entitled to recover, in addition to any other rights and remedies available hereunder, at law, or in equity, to recover its reasonable costs, fees, and expenses, including attorneys' fees and court costs. Client (for the avoidance of doubt, Wolf Mountain Resorts, L.C., Griswold, and Baker) consents to the exercise of personal jurisdiction over Client by the courts of the State of Utah.

10. Severability. If any provision of this Amendment is declared void, invalid or unenforceable by a court of competent jurisdiction, the remainder of the Amendment shall continue in full force and effect as if such provision were not contained herein, and the parties shall mutually agree upon a replacement provision.

11. Complete Agreement. The Agreement and this Amendment contain the entire agreement of the parties and supersede any and all other agreements, whether oral or written, between the Parties concerning the subject matter hereof.

12. Counterparts. This Amendment may be executed in any number of counterparts, including electronically, and exchanged by electronic or facsimile transmission, each of which shall be deemed an original for all purposes.

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IN WITNESS WHEREOF, the parties have executed this Amendment of the Effective Date.

LAW FIRM:

Kirton & McConkie, P.C.

By: David M. Wahlquist
Name: David M. Wahlquist, Esq.
Title: Attorney

CLIENT:

Wolf Mountain Resorts, L.C.

By: Kenneth W. Griswold
Name: Kenneth W. Griswold
Title: Manager

Kenneth W. Griswold:

Kenneth W. Griswold
Kenneth W. Griswold, an individual

Michael A. Baker:

Michael A. Baker
Michael A. Baker, an individual

IN WITNESS WHEREOF, the parties have executed this Amendment of the Effective Date.

LAW FIRM:

Kirton & McConkie, P.C.

By: _____
Name: David M. Wahlquist, Esq.
Title: Attorney

CLIENT:

Wolf Mountain Resorts, L.C.:

By: _____
Name: Kenneth W. Griswold
Title: Manager

Kenneth W. Griswold:

Kenneth W. Griswold, an individual

Michael A. Baker:

Michael A. Baker
Michael A. Baker, an individual

By Rendell E. Evans, Attorney-in-Fact

EXHIBIT "B"

Copy of Ground Lease

(Attached)

GROUND LEASE AGREEMENT

by and between

**WOLF MOUNTAIN RESORTS, L.C.
("Landlord")**

and

**ASC UTAH, INC.
("Tenant")**

dated as of

July 3, 1997

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This Ground Lease Agreement is made and entered into by and between Wolf Mountain Resorts, L.C., a limited liability company organized under the law of the State of Utah with a principal place of business in Summit County, Utah ("Landlord"), and ASC Utah, Inc., a corporation organized and existing under the laws of the State of Maine with its principal place of business at Bethel, Maine ("Tenant").

RECITALS

1. Landlord owns and leases certain land and other interests in real property located in Summit and Salt Lake Counties, Utah more particularly described in Article I of this Lease known generally as the Wolf Mountain Ski Resort.

2. Contemporaneously herewith, Landlord is selling all of Seller's assets constituting the Wolf Mountain Ski Resort, except the property leased or subleased hereunder, to Tenant pursuant to a Purchase and Sale Agreement dated of even date herewith ("Purchase and Sale Agreement").

3. Landlord desires to maintain its fee or leasehold interests in the leased premises described in Article I and lease the same to Tenant on a ground lease basis.

4. Landlord and Tenant desire to provide a mechanism whereby Landlord could sell to Tenant and Tenant could purchase from Landlord its fee interest in certain parcels within the leased premises for development by Tenant as more particularly described in Article XXV hereof.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I PREMISES

1.01 Premises. Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all of the tracts, pieces and parcels of land, situated in Summit County, Utah, more particularly described in Schedule A annexed hereto and made a part hereof, together with any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto (all of the foregoing hereinafter sometimes referred to as the "demised premises", "leased premises" or the "premises").

1.02 Lease Attributes. The leased premises consists of two different types of property interests, land owned in fee by Landlord ("Fee Land") and land leased by Landlord ("Leased Land"). The Fee Land and Leased Land are separately identified in Schedule A as such. This lease shall constitute a direct lease of all Fee Land and a sublease of all Leased Land, subject to the terms and conditions of the prime leases.

**ARTICLE II
TERM**

2.01 Initial Term. The initial term of this Lease shall commence on the date hereof (hereinafter referred to as the "Commencement Date") and shall continue for a period of Fifty (50) years.

2.02 Extended Term. Tenant may by right extend the term of this Lease on the same terms and conditions as provided herein for up to three (3) additional periods of fifty (50) years each by sending Landlord written notice of the exercise of each extension right not less than 12 months prior to expiration of the then current term, together with a payment of an extension fee of One Million Dollars (\$1,000,000) for each 50-year extension right exercised. Upon such receipt of the written notice and payment of the fee, the Lease term shall be automatically extended.

2.03 Grace Period. In the event Tenant fails to exercise an extension option pursuant to Section 2.02, Tenant shall not be deemed to have lost its right to exercise such option until thirty (30) days following written notice thereof from Landlord, during which period Tenant shall retain its right to exercise such extension option in accordance with Section 2.02 above. If no such notice shall have been given by Landlord prior to the expiration of the initial term or any extended term of this Lease (other than an expiration by virtue of the exercise by Landlord of its remedies pursuant to Article XVIII below), this Lease shall not terminate, but rather shall become a tenancy at will on the same terms and conditions set forth herein, subject to termination by Landlord after expiration of such thirty (30) days written notice to Tenant.

**ARTICLE III
RENT**

3.01 Rent. Tenant covenants and agrees to pay Landlord, for the demised premises, rent at the following rates and times:

(a) Tenant shall pay to Landlord the sum of four percent (4%) of Gross S&L Revenues, as hereinafter defined. Said sums shall be payable on or before September 15 of each year during the term of this Lease and shall be determined with reference to the Gross S&L Revenues actually received by Tenant for its preceding 12-month fiscal year ended July 31. Rent shall be prorated for any partial year included in the term.

(b) The payment by Tenant to Landlord shall be accompanied by a statement of Tenant's Chief Financial Officer setting forth the Gross S&L Revenues actually received by Tenant for the period involved and the method of computing the amount, if any, simultaneously being paid by Tenant to Landlord in such detail as Landlord and Tenant shall from time to time reasonably agree. The term "Gross S&L Revenues" shall mean any and all revenues determined in accordance with generally accepted accounting principles attributable to the use or ownership of the leased premises and any additional property owned by the Tenant, or its successors or assigns or any affiliates of any such parties, now or at any time in the future used and operated on an integrated basis as a part

of what is now known as the Wolf Mountain Ski Resort or any successor thereto (including without limitation, any of the land included in Section 25.06 below and any of the property designated on the Parcel Maps as [UPC Mines, Lehmer, BLM, Sun Peak, L. Clifford, UWSP and Hi Ute Ranch]), or from any buildings, lodges, restaurants, sports facilities, condominium units, lifts or other structures located thereon, including without limitation, any sales, charges, dues, rentals, concessions, fees, or other revenues relating thereto, excluding only:

- (i) sales or excise taxes; and
- (ii) proceeds of sales of real property interests, with the term "sales" to include any lease of real estate for a term exceeding ten (10) years, that are conveyed to Tenant pursuant to Article XXV below.

Gross S&L Revenues includes such revenues generated through operations of any business enterprises or person affiliated with Tenant. Affiliated parties shall mean any persons or business organizations that control, are controlled by, or are under common control with the Tenant, whether directly or indirectly through one or more intermediaries. Control shall mean the ability to control the management or operations of the person or organization whether through voting or capital interests or through any management contracts or other arrangements that provide for effective control. Gross S&L Revenues shall include any revenues or the value of any other consideration that are diverted from what is now known as the Wolf Mountain Ski Resort operations to some other location or source within the Tenant's or any affiliated party's organization through establishing a contract, agreement or other business arrangement at what is now known as the Wolf Mountain Ski Resort that is less favorable than would be established on an independent arm's length basis.

(c) Tenant shall pay the following additional rent based upon the volume of paid skier visits achieved at the demised premises. Beginning with the 1997-98 ski season, a one-time rent payment shall be made within 45 days following the close of any fiscal year of Tenant in which the ski resort of which the demised premises are included achieves, for the first time, the paid skier visit volumes set forth below. Each such payment shall be accompanied by a statement of Tenant's Chief Financial Officer setting forth the skier visits during such period in accordance with the terms of this subsection in such detail as Landlord and Tenant shall from time to time reasonably agree. Paid skier visits shall be determined by Tenant using the same methodology employed by American Skiing Company and its affiliated parties at all of their ski resorts, which shall be consistent in all material respects with the methodologies employed generally within the industry.

<u>Skier Visits</u>	<u>One-Time Rent Payment</u>
100,000	\$ 250,000
200,000	\$ 500,000
300,000	\$ 750,000
400,000	\$1,000,000
500,000	\$2,000,000
600,000	\$3,000,000
700,000	\$2,000,000
800,000	\$2,000,000
900,000	\$2,000,000
1,000,000	\$2,000,000

The following example is provided for illustrative purposes:

If 1997 - 1998 skier visits equal 300,000, Tenant shall pay \$250,000 and \$500,000 and \$750,000 (for a total of \$1,500,000) to Landlord prior to September 15, 1998. If 1998 - 1999 skier visits equal 400,000 skier visits, Tenant shall pay \$1,000,000 to Landlord on or before September 15, 1999.

d) It is expressly understood and agreed that nothing in this Lease contained shall be deemed or construed to grant or otherwise provide Landlord with any authority over, or other rights to control or direct, the operation of the resort at the demised premises.

e) All rent hereunder shall be paid either at the address of Landlord set forth below with regard to notices, or at such other places of which Landlord shall have given Tenant written notice at least thirty (30) days in advance, or in the case of Section 25.02, as therein provided.

f) As hereinafter used the term "rent" shall be deemed for reference purposes to include all rent covered by this Article III, the Additional Rent described in Article IV, if any, payable by Tenant to Landlord hereunder and all Option Payments described in Section 25.02 below.

g) Tenant shall prepare and retain true and accurate books of account and records, relating to the demised premises conforming to generally accepted accounting principals consistently applied to the extent applicable, including but not limited to, Gross S&L Revenues and a record of skier visits sufficient to comply with the foregoing requirements of this Article III.

h) Landlord shall have the right, at any time, upon reasonable advance notice (and not more often than once per quarter) to audit or inspect all of Tenant's books and records relating to Gross S&L Revenues, skier visits and any of the other obligations of Tenant under this Lease, which shall be maintained and made available at Tenant's offices in Summit County, Utah. Tenant shall make all such books and records available for such examination. Landlord's right to conduct an audit or inspection includes the

right to do whatever is reasonably necessary to complete the audit or inspection. If the audit or inspection reveals an underpayment of rent, Tenant shall pay the amount of same, together with interest on such amount at 18% from the date due until paid. If Landlord conducts an audit or inspection and the audit or inspection reveals an understatement of Gross S&L Revenues or skier visits for a particular calendar year by more than five percent (5%), Tenant shall pay all reasonable costs of the audit or inspection. If the audit or inspection reveals an overpayment of percentage rent, Landlord shall refund same, plus interest at the rate specified above. Any audits and inspections may be made by Landlord's employees or by any certified public accountant selected by Landlord.

3.02 Rent to be Net to Landlord. It is the intention of the parties that the rent payable by Tenant to Landlord pursuant to this Article III shall be net to Landlord so that this Lease shall yield to Landlord the net annual rent specified in Article III herein during the term of this Lease, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the demised premises shall be paid by Tenant, except as otherwise expressly provided herein. Without limiting the generality of the foregoing, Landlord and Tenant hereby agree that Tenant shall be responsible for paying and shall pay all of the payments due under the leases covering the portion of the land described as the Leased Land in Schedule A attached hereto, including any modifications or amendments thereto with Tenant's prior consent. Except as specifically provided herein, in no event shall Tenant be entitled to any abatement, reduction, set off, counterclaim, defense or reduction with respect to the payment of any rent hereunder.

ARTICLE IV ADDITIONAL RENT

4.01 Taxes and Utility Expenses.

(a) (1) Tenant shall, during the term of this Lease, as additional rent, pay and discharge punctually, as and when the same shall become due and payable, all taxes, special and general assessments, water rents, rates and charges, sewer rents and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, (hereinafter referred to as "Taxes"), and each and every installment thereof which shall or may during the term of this Lease be charged, levied, laid, assessed imposed, become due and payable, or a lien upon, or for, or with respect to, the demised premises or any part thereof, or any buildings, appurtenances or equipment owned by Tenant thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county and municipal governments and of all other governmental authorities whatsoever (all of which shall also be included in the term "Taxes" as heretofore defined); and all sewer rents and charges for water, steam, gas, heat, hot water, electricity, light and power, and other services or services furnished to the demised premises or the occupants thereof during the term of this Lease (hereinafter referred to as "Utility Expenses").

(2) To the extent that the same may be permitted by law, Tenant or its designees shall have the right to apply for the conversion of any assessment for local improvements assessed during the term of this Lease in order to cause the same to be payable in annual installment, and upon such conversion, Tenant shall pay and discharge punctually said installments as they shall become due and payable during the term of this Lease. Landlord agrees to permit the application for the foregoing conversion to be filed in Landlord's name, if necessary, and shall execute any and all documents requested by Tenant to accomplish the foregoing result.

(3) Tenant shall be deemed to have complied with the covenants of this paragraph (a) if payment of such Taxes shall have been made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become a lien upon the demised premises, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment, if Landlord shall demand the same in writing.

(b) All such Taxes, including assessments which have been converted into installments as set forth in the preceding paragraph (a), which shall become payable during each of the calendar or fiscal tax years, as the case may be, in which the term of this Lease commences or terminates, shall be apportioned pro rata between Landlord and Tenant in accordance with the respective portions of such year during which such term shall be in effect.

(c) (1) Tenant or its designee shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and, if necessary, in the name of Landlord with the cooperation of Landlord and Landlord shall execute all documents reasonable necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly pay all such taxes if at any time the demised premises or any part thereof shall then be immediately subject to forfeiture, or if Landlord shall be subject to any criminal liability arising out of the nonpayment thereof.

(2) The legal proceedings referred to in the preceding subparagraph (1) shall include appropriate certiorari proceedings, and appeals from orders therein and appeals from any judgments, decrees, or orders. In the event of any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the demised premises or adjudicated to be due and payable on any such contested Taxes.

(d) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord will, upon the written request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord. Landlord further covenants and agrees on

request of Tenant at any time, and from time to time, but without cost to Landlord, to make application individually (if legally required) or to join in Tenant's application (if legally required) for separate tax assessments for such portions of the demised premises as Tenant shall at any time, and from time to time, designate. Landlord hereby agrees upon reasonable request of Tenant to execute such instruments and to give Tenant such assistance in connection with such applications as shall be required by Tenant.

(e) Nothing herein or in this Lease otherwise contained shall require or be construed to require Tenant to pay any sales, rent, inheritance, estate, succession, transfer, gift, franchise, income or profit taxes, by whatever name the same may be called, that are or may be imposed upon Landlord, its successor or assigns.

ARTICLE V USE

The demised premises may be used for any lawful purpose consistent with existing covenants, conditions and restrictions of record applicable to the premises. The premises shall not be used for commercial timbering operations except in connection with development and construction of ski terrain and other improvements at the premises.

ARTICLE VI MAINTENANCE, REPAIRS AND IMPROVEMENTS

6.01 Improvements. Subject to the provisions of Section 6.02 below, Tenant shall have the right, at its own cost and expense, to construct on the demised premises such buildings, improvements and other facilities as Tenant may desire and determine appropriate in connection with its operations at the premises.

6.02 Improvement Conditions. The rights of Tenant set forth in Section 6.01 are subject to the following conditions:

(a) The premises being zoned by Summit County so as to permit the construction and operation of the improvements contemplated by Tenant.

(b) Adequate utilities (including sewer, water and necessary energy utilities) being located on the premises or in property immediately adjoining the premises and being available for use on the premises.

(c) There being no covenant or restriction affecting the property or any restriction under any state, county, or local laws or ordinances, which would prohibit the improvements and the use of the premises contemplated thereby.

(d) There being no easement, covenant or restriction on the portion of the premises to be improved which, in the opinion of Tenant, would adversely affect the construction or operation thereon of the improvements.

(e) The receipt of all necessary permits, licenses and approvals of the appropriate governmental authorities for the construction and operation of the contemplated improvements in a manner and location, and under such conditions, as are acceptable to Tenant in its sole judgment.

6.03 Maintenance. Tenant alone shall be responsible for maintaining and shall maintain, the buildings and improvements currently located on, or at any time erected on, the demised premises in good condition comparable to conditions maintained at other American Skiing Company ("ASC") resorts. Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the demised premises during the term of this Lease.

6.04 Demolition. Tenant may, at its option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the buildings and improvements currently located on the demised premises, subject to the conditions specified in Section 6.02, as it may deem desirable, including the removal or demolition of any building(s) and improvement(s) and/or structure(s) that now or hereafter may be situated or erected on the demised premises.

6.05 Improvement Ownership. Until the expiration or sooner termination of this Lease (subject, however, to the rights of the holder of any leasehold Mortgagee(s) to obtain a new lease as set forth in Section 16 hereof), title to any building or buildings or improvements situate or erected on the demised premises and the building equipment and other items installed thereon and any alterations, changes or additions thereto shall remain solely in Tenant; and Tenant alone shall be entitled to deduct all depreciation on Tenant's income tax returns for any such building or buildings, building equipment and/or other items, improvements, additions, changes or alterations.

6.06 Disposition at Lease Termination. On the last day or sooner termination of the term of this Lease, Tenant shall quit and surrender to Landlord the demised premise, and any buildings and permanent improvements then located thereon, provided, however, that notwithstanding anything in this Lease to the contrary, Tenant shall have the right, but not the obligation, at the end of the term, to remove any buildings or other improvements made, constructed or installed by Tenant upon the premises, provided that such removal shall be accomplished within sixty (60) days following the end of the term.

ARTICLE VII GOVERNMENTAL REQUIREMENTS

7.01 Requirements of Public Authority.

(a) During the term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal governments and of all other governmental authorities affecting the demised premises or appurtenances thereto or any part thereof whether the same are in force at the

commencement of the term of this Lease or may in the future be passed, enacted or directed.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant, or Landlord (if legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

ARTICLE VIII COVENANT AGAINST LIENS

If, because of any act or omission of Tenant, any mechanic's lien shall be filed against Landlord or any portion of the demised premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within one hundred twenty (120) days (or such earlier date as may be necessary to prevent the claimant hereunder from exercising its rights thereunder) after written notice from Landlord to Tenant, of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands resulting therefrom.

Nothing contained herein shall constitute any consent or request by Landlord, express or implied, to or for the performance of any labor or services or the furnishing of any materials or other property in respect of the premises, nor as giving Tenant any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord in respect thereof. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO TENANT OR TO ANYONE HAVING AN INTEREST IN THE PREMISES OR ANY PART THEREOF THROUGH OR UNDER TENANT, AND NO MECHANIC'S OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE REVERSIONARY OR OTHER INTEREST OF LANDLORD IN AND TO THE PREMISES, OR IN AND TO ANY ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO BE MADE OR ERECTED THEREON.

**ARTICLE IX
ACCESS TO PREMISES**

Landlord shall have the right to enter upon the demised premises at all reasonable times to examine the same provided such entry shall not interfere with the business then being conducted on the demised premises.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

10.01 Subletting. Tenant shall be entitled to sublease any portion of the premises to an affiliated party or to anyone else for a period of ten (10) years or less without the consent or approval of Landlord. Any sublease in excess of ten (10) years to a party not affiliated with Tenant shall require the prior written consent of Landlord, not to be unreasonably withheld or delayed. Tenant and Holdings shall remain fully liable to perform their respective obligations under this Lease and the related Guaranty with respect to any subleased portion of the premises.

10.02 Assignment. Tenant shall not assign all or any portion of the Lease without obtaining the prior written consent of Landlord to any such assignment, which consent Landlord may not unreasonably withhold or delay. Notwithstanding the foregoing, Tenant shall not be prohibited from assigning all or any portion of its interest hereunder to any entity affiliated with Tenant. Except as provided below, Tenant and Holdings shall remain fully liable to perform their respective obligations under this Lease and the related Guaranty, notwithstanding any assignment permitted hereunder.

A sale of all or substantially all Tenant's assets, or a transfer of record or beneficial ownership of more than 50% of the voting stock of Tenant to a party unaffiliated with Tenant, whether by merger, consolidation, or other reorganization, shall constitute an "assignment" for purposes of this Section 10.02. In such event, Landlord may not unreasonably withhold or delay its consent provided that the proposed successor or assign of Tenant shall be a person or business organization with financial condition and operating capability and expense reasonably adequate to operate the premises in a manner consistent with other comparably sized ski resorts throughout the United States.

**ARTICLE XI
INDEMNITY**

Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the demised premises resulting from any act or acts or omission or omissions of Tenant, or Tenant's officers, agents, servants, employees or contractors. Tenant shall, at its own cost and expense, defend any and all suits or actions which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the Landlord's gross negligence or the gross negligence of its officers, agents, servants, employees or contractors. Excepting such acts, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other

improvements, or to any person or persons, at any time on the demised premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or sublessees.

ARTICLE XII INSURANCE

12.01 Liability Insurance. Tenant shall provide at its expense, and keep in force during the term of this Lease, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of Utah, selected by Tenant, and reasonably satisfactory to Landlord, or through a self insurance program approved by all necessary governmental authorities, in the amount of at least Ten Million Dollars (\$10,000,000) with respect to injury to or death of any one person and Five Million Dollars (\$5,000,000) with respect to injury to or death of more than one person in any one accident or other occurrence, and One Million Dollars (\$1,000,000) with respect to damages to property. Such policy, policies or programs shall include Landlord as an additional insured. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the term of this Lease and thereafter not less than ten (10) days prior to the expiration of any such policy. Such insurance shall be noncancellable without ten (10) days' written notice to Landlord.

12.02 Property Insurance. During the term of this Lease, Tenant shall keep all buildings and improvements presently at the premises or hereafter erected by Tenant on the demised premises at any time insured for the benefit of Landlord and Tenant and the holder of any leasehold mortgage permitted pursuant to Section 16 hereof, as their respective interests may appear, against loss or damage by fire, and those casualties covered by the customary extended coverage endorsements, in a minimum amount necessary to avoid the effect of coinsurance provisions of the applicable policies. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to such leasehold mortgagee, if any, or, if none, to Tenant. Any proceeds paid to Tenant shall be retained by Tenant and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof, EXCEPT THAT Gross S&L Revenues shall include any proceeds of business interruption insurance received by Tenant with respect thereto. Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant in order to obtain consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

12.03 Blanket Policy. Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the demised premises and other locations of Tenant provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved.

12.04 Waiver of Subrogation. All insurance policies carried by either party covering the demised premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, as its election, may pay the same, but shall not be obligated to do so.

12.05 Adjustment. Every ten (10) years during the term, Landlord and Tenant shall review the nature and levels of insurance coverage to update the insurance requirements of this lease to the type, coverages and levels of insurance customarily being maintained by comparable ski resorts located in the United States.

ARTICLE XIII DESTRUCTION

13.01 Casualty.

(a) In the event that, at any time during the term of this Lease, any one or more of the buildings on the demised premises shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the Lease, then, Tenant, at its own cost and expense, shall, subject to the provisions of paragraph (b) of this Section cause the same to be repaired, replaced or rebuilt within a period of time which, under all prevailing circumstances, shall be reasonable, but Tenant shall not be required hereby to expend any sums in excess of the insurance proceeds recovered by Tenant by reason of such destruction or damage.

(b) In the event that at any time during the term of this Lease any one or more of the buildings on the demised premises shall have been damaged or destroyed by fire or any other cause whatsoever, and such damage or destruction shall amount to fifteen percent (15%) or more of the sound insurable value of said building or buildings, or if such damage or destruction shall occur during the last ten (10) years of the term or any extended term hereof, Tenant shall have the right, but not the obligation, to elect not to repair, replace or rebuild such building or improvements.

13.02 Demolition. If Tenant shall elect not to restore any damaged property pursuant to the provisions of Section 13.01 (b) hereof, it shall, prior to, or immediately commence and diligently prosecute to completion, the demolition and removal of any damaged buildings or structures which are upon the demised premises, and shall remove all rubble.

13.03 No Abatement. Tenant shall not be entitled to any suspension or abatement of rent by reason of any destruction or damage to the demised premises.

**ARTICLE XIV
EMINENT DOMAIN**

14.01 Condemnation. If the whole or any part of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall continue and the taking shall be administered in the manner specified in Section 14.02 below.

14.02 Prosecuting Takings Claims. In the event of a taking (or purchase) the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking and further agree, that the aggregate net award pertaining to the demised premises, after deducting all expenses and costs, including attorney's fees, incurred in connection therewith, payable to both Landlord and Tenant (herein called the "Fund") shall be paid and distributed as follows:

(a) Landlord shall be paid an amount out of the Fund equal to the value of Landlord's continuing fee interest in the land after taking into account the remaining term of this Lease, including the extended terms, plus net present value of the rent and additional rent to be paid to Landlord hereunder over the remaining term, including the extended terms, of this Lease, all determined as of the date of taking (or purchase), together with interest thereon from the date of taking (or purchase) to the date of payment at the rate paid on said award, and if such value shall be officially determined and stated in the condemnation proceedings, then the amount thereof shall control for the purposes hereof, otherwise the same, unless agreed upon by the parties to this Lease, shall be determined by arbitration.

(b) Any part of the Fund then remaining after the payment to Landlord specified in subparagraph (a) hereinabove shall be paid to the holder of any leasehold Mortgage permitted under the provisions of Section 16 hereof, to be applied in accordance with the terms of such Mortgage, and if no such Mortgage, or there remains any excess after payment of all amounts due under the mortgage, then to Tenant.

(c) (1) In the event of a partial taking (or purchase) Tenant shall, at its own cost and expense, make all repairs to the buildings and improvements on the demised premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such takings or purchase), provided, however, that Tenant shall not be obligated to expend an amount in excess of the proceeds of the net award available to Tenant for such purposes, as hereinafter provided.

(2) All compensation available or paid to Landlord and Tenant upon such a partial taking (or purchase), shall be paid to Tenant for the purpose of paying towards the cost of such restoration, or, in the event that the parties hereto agree that only a portion of the aggregate award is sufficient to so restore, then only such portion as agreed upon shall be paid to Tenant for such purpose and the balance shall be distributed pursuant to subparagraph (3) below.

(3) All compensation available or paid to Landlord and Tenant upon such a partial taking (or purchase) in excess of the amount thereof needed by Tenant to repair and restore the buildings and improvements shall be distributed in the same manner as is provided in subparagraphs (a) and (b) this Section 14.02, except that all compensation for any temporary taking of five (5) years or less shall be distributed to Tenant without participation by Landlord.

ARTICLE XV UTILITY EASEMENTS AND HIGHWAY ALIGNMENT

Tenant shall have the right to enter into agreements with utility companies and/or public authorities which provide necessary utilities, creating easements, subleases or other necessary property interests in favor of such companies and/or authorities as are required in order to service the occupants of the buildings and the improvements on the demised premises, and Landlord covenants and agrees to provide any reasonably required consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions, in order to effectuate such consent all at Tenant's cost and expense. Landlord further covenants and agrees, upon request of Tenant to convey without compensation therefor, insubstantial portions of the demised premises for highway, roadway or utility purposes to any applicable governmental body.

ARTICLE XVI LEASEHOLD MORTGAGES

16.01 Mortgage. Tenant and every successor and assign of Tenant is hereby given the right by Landlord in addition to any other rights herein granted, without Landlord's prior written consent, but only with prior written notice to Landlord, to mortgage Tenant's interests in this Lease, or any part or parts thereof, under one or more leasehold Mortgage(s), and to assign this Lease, or any part or parts thereof, and any subleases, or parts thereof, as collateral security for such Mortgage(s), upon the condition that all rights acquired under such Mortgage(s) shall be subject to each and every one of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest in this Lease, except as expressly provided herein. Notwithstanding the foregoing, Tenant is prohibited from mortgaging the leasehold solely for the purposes of effecting a transfer of its leasehold interest to a third party in any transaction that does not involve a contemporaneous exchange of equivalent value determined on independent, arm's length basis. If Tenant and/or Tenant's successors and assigns shall mortgage this leasehold or any part or parts thereof, and if the holder(s) of such Mortgage(s) shall send to Landlord written notice of such Mortgage(s) specifying the name and address of the Mortgagee(s) and the pertinent recording data with respect to such Mortgage(s), Landlord agrees that so long as any such leasehold Mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to Landlord, the following provisions shall apply.

(a) There shall be no cancellation, surrender or material modification of this Lease by joint action of Landlord and Tenant without at least ten (10) days advance written notice to the leasehold Mortgagee given in accordance with Section XXIII below.

(b) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder(s) of such leasehold Mortgagee(s), and no such notice of default to Tenant shall be effective unless and until a copy of such notice is served upon each such holder. The leasehold Mortgagee(s) shall thereupon have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such leasehold Mortgagee(s) as if the same had been done by Tenant.

(c) If the Landlord shall elect to terminate this Lease by reason of any default of Tenant, the leasehold Mortgagee(s) shall have the right by delivering written notice thereof to Landlord prior to the effective date of such termination, to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period reasonably sufficient to allow the leasehold Mortgagee to conduct a foreclosure of its mortgage, but in no event more than six (6) months from the date of Landlord's termination notice, provided that such leasehold Mortgagee(s) shall cure or cause to be cured any then existing monetary defaults and meanwhile pay all rent, additional rent and other monetary payments due hereunder, and comply with and perform all of the other terms, conditions and provisions of this Lease on Tenant's part to be complied with or performed, other than past non-monetary defaults which cannot reasonably be cured by such Mortgagee, and provided further, that the leasehold Mortgagee(s) shall forthwith take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Mortgage(s) or otherwise and shall prosecute the same to completion with all due diligence. If, during said six (6) month period, the leasehold Mortgagee(s) shall have promptly commenced and shall have actively engaged in steps to acquire or sell Tenant's interest herein, but shall not have acquired or sold such interest at the end of such period, the time of said Mortgagee to comply with the provisions of this Section 16.01 shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity.

(d) Landlord agrees that in the event of foreclosure by such mortgagee on this Lease by reason of any default by Tenant that Landlord will enter into a new lease of the demised premises directly with the leasehold Mortgagee(s) or its nominee(s), for the remainder of the term, effective as of the date of such termination, at the rent and additional rent and upon the terms, provisions, covenants and agreements as herein contained and subject only to all matters of record and all rights, if any, of the parties then in possession of any part of the demised premises, provided:

(i) Said Mortgagee(s) or its nominee(s) shall make written request upon Landlord for such new lease within fifteen (15) days after the date of such foreclosure and such written request is accompanied

by payment to Landlord of all sums then due to Landlord under this Lease.

- (ii) Said Mortgagee(s) or its nominee(s) shall pay to Landlord at the time of the execution and delivery of said new lease, any and all sums which would at the time of the execution and delivery thereof, be due pursuant to this Lease but for such termination, and in addition thereto, any expenses, including reasonable attorney's fees, to which Landlord shall have been subjected by reason of such default.
- (iii) Said Mortgagee(s) or its nominee(s) shall perform and observe all covenants herein contained on Tenant's part to be performed and shall further remedy any other conditions which Tenant under the terminated lease was obligated to perform under the terms of this Lease.
- (iv) Landlord shall not warrant possession of the demised premises to the Tenant under the new lease.
- (v) Such new lease shall be expressly made subject to the rights, if any, of Tenant under the terminated lease.
- (vi) The Tenant under such new lease shall have the same right, title and interest in and to the buildings and improvements on the demised premises as Tenant had under the terminated lease.
- (vii) Nothing herein contained shall require the leasehold Mortgagee(s) or its nominee(s) to cure any default of Tenant referred to in Article XIX hereof.
- (viii) The proceeds from any insurance policies or arising from a condemnation are to be held by any leasehold Mortgagee(s) and distributed pursuant to the provisions of this Lease, but the leasehold Mortgagee(s) may reserve its right to apply to the mortgage debt all, or any part, of Tenant's share of such proceeds pursuant to such mortgage(s).

16.02 Further Agreement. Landlord shall upon request, execute, acknowledge and deliver to each leasehold Mortgagee(s), an agreement prepared at the sole cost and expense of Tenant in form satisfactory to Landlord and such leasehold Mortgagee(s) between Landlord, Tenant and the leasehold Mortgagee(s), agreeing to (a) all of the provisions of Section 16.01 and (b) such other provisions as are reasonably customary in mortgaging long-term leaseholds in connection with large commercial development projects.

**ARTICLE XVII
LANDLORD'S WARRANTIES**

17.01 Quiet Enjoyment. Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the demised premises during the term of this Lease, without hindrance or molestations, subject to encumbrances listed in Schedule B.

17.02 Representations, Warranties and Covenants. Landlord warrants, represents and covenants to Tenant, upon which warranty representation and covenants Tenant has relied in the execution of this Lease and in the payment of the initial installments of rent hereunder.

(a) That it has and will maintain good and marketable fee simple title to the demised premises constituting Fee Land, free and clear of all encumbrances, liens, defects in title, leases, tenancies, easements, restrictions and agreements, except for this Lease and the restrictions set forth in Schedule B, none of which materially impair the current operation of the demised premises as a ski resort.

(b) Landlord represents, warrants and covenants as follows with respect to the sublease of Leased Land:

- (i) Each underlying lease of Leased Land is in full force and effect as of the date hereof. A true, accurate and correct copy of each lease is attached hereto as a part of Schedule A, and such leases have not been amended or revised except as shown in Schedule A. Except as set forth in Schedule 17.02(b), there are no material defaults, breaches or violations of such leases by lessee or, to Landlord's Knowledge, by the lessor existing as of the date hereof, and there have occurred no events which with the passage of time, giving of notice, or both, would constitute a default, breach or violation of any such leases by Landlord or, to Landlord's Knowledge, by any such lessor.
- (ii) Landlord shall timely perform all its obligations under such leases in accordance with the terms thereof, and shall undertake all such actions as may be necessary or appropriate to maintain such leases in full force and effect, in accordance with their terms.
- (iii) Landlord hereby grants to Tenant the right, power and authority to enter into independent negotiations with each owner of Leased Land to change, revise, amend, restate or otherwise alter the underlying leases. Tenant shall not enter into any change, revision, amendment, alteration or restatement without the Landlord's prior written consent, which shall not be unreasonably withheld or delayed.

Landlord shall obtain from each owner of Leased Land and deliver to Tenant a Landlord's Consent and Estoppel in the form attached hereto as Schedule C.

(d) The execution and delivery of this Lease by Landlord and the performance by Landlord of the obligations to be performed hereunder have been duly authorized by all necessary and appropriate action by Landlord under its Operating Agreement. Except as listed in Schedule 17.02(d), the consummation of the transactions contemplated hereby and thereby do not and will not (i) conflict with, or result in a breach of, or default under, or permit acceleration of any obligation under, any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, license, material agreement or other material instrument or obligation to which Landlord is a party, or by which it or any of its properties or assets may be bound or affected or (ii) violate any order, writ, injunction, decree or statute, or any rule, regulation, permit, license or conditions thereto, or (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the demised premises. This Lease is a valid and binding obligation of Landlord enforceable in accordance with its terms, subject to equitable principles and applicable bankruptcy and other creditors' rights laws, regulations and rulings.

(e) Except as set forth in Schedule 17.02(e) Landlord does not have any Landlord's Knowledge of any violation of any applicable federal, state and local laws, rules, regulations, ordinances, codes or orders ("Laws") governing the demised premises and the operation of the Wolf Mountain Ski Resort business, including without limitation environmental and health and safety laws rules and regulations, and will not knowingly violate any such laws during the term hereof, and (b) has not received written notification of any asserted material past or present failure to operate the demised premises and the Wolf Mountain Ski Resort business in accordance with any such law, ordinance or regulation, or of any event that has occurred which with notice or the passage of time would constitute any such failure.

- (f) (i) No permits, licenses, approvals, clearances or other governmental consents are required for the execution and delivery of this Lease, except for the transfer or reissuance of the governmental licenses, permits, authorizations, approvals and certificates identified in Section 17.02(f).
- (ii) The Landlord has not disposed of or permitted to lapse any license, permit or other authorization from any federal, state or local authorities related to the demised premises that is currently required for the operation of the Wolf Mountain Ski Resort business.
- (iii) Except as reported in Schedule 17.02(f), the Licenses and Permits listed on Schedule 17.02(f) are all of the governmental licenses, permits, authorizations, approvals and certificates which are, to

Landlord's Knowledge, required for the current use of the demised premises.

(g) The existing uses of the demised premises by Landlord are permitted uses within the zoning districts in which they are located and otherwise permitted under applicable federal, state and local laws, rules and regulations and under the permits identified in Section 17.02(g).

(h) Except as provided in Schedule 17.02(h) there is, to Landlord's Knowledge, no action, suit, proceeding at law or in equity by any person or entity, or any arbitration or any administrative or other proceeding by or before any governmental or other instrumentality or agency, pending, threatened, against Landlord with respect to the Wolf Mountain Ski Resort business or any portion of the demised premises.

(i) Except as provided in Schedule 17.02(i), Landlord (i) has timely filed all tax returns, tax information returns and other tax reports required to be filed with any applicable governmental authorities through the date hereof which relate to the demised premises and, the Wolf Mountain Ski Resort business, and has paid all taxes and other charges which have become due pursuant to such returns and reports, or pursuant to any assessment received by it, except for any taxes the validity of which Landlord may be contesting in good faith in appropriate proceedings, and (ii) shall continue to timely file all such returns and reports and pay all such taxes relating to Landlord, but not those relating to the demised premises, the Wolf Mountain Ski Resort or that Tenant is otherwise obligated to file or pay hereunder. Landlord is not delinquent in the payment of any tax assessment or governmental charge which relates to any of the demised premises, no written notices asserting deficiencies for any taxes which relate to any of the demised premises have been received by Landlord, and no requests for waivers of the time to assess or pay any such tax are pending. There are no tax liens upon any fee portion of the demised premises and, to Landlord's Knowledge, no tax liens upon any leased portion of the demised premises and no such liens will arise as a result of the transaction contemplated hereby except as listed in Schedule 17.02(i) or that will be paid and discharged at Closing. For the purposes of this Lease, the term "tax" shall include all federal, state, local and foreign income, property, sales, excise and other taxes of any nature whatsoever.

(j) Except as disclosed in Schedule 17.02(j), there are to Landlord's Knowledge, no outstanding or threatened actions, claims, proceedings, determinations or judgments by any party, including, but not limited to, any governmental authority or agency, against or involving the Landlord, arising under the Clear Air Act, the Federal Water Pollution Control Act of 1972, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Solid Waste Disposal Act, the Resource Conservation and Recovery Act and the Toxic Substances Control Act, and any amendments or extensions of the foregoing statutes, and all other applicable environmental requirements or any other federal, state, local or other environmental, health or safety law, regulation, order or requirement, requiring the remediation or

removal of an existing environmentally contaminated condition or substance. Except as listed in Schedule 17.02(j), there are, to Landlord's Knowledge, no outstanding or threatened orders, determinations or notices of violation issued by any federal, state, local or other governmental authority administering environmental or health and safety laws in connection with operation of the demised premises or the Wolf Mountain Ski Resort business, which have not been complied with or resolved to the satisfaction of such governmental authority.

17.03 Remedies. In the event Landlord fails to undertake the actions, or refrain from taking action, required pursuant to subparagraph 17.02 (b) above, then Tenant shall have the right, but not the obligation, to perform all such acts and pay all sums of money necessary, on behalf of Landlord, to maintain the lease in full force and effect, and Landlord hereby appoints Tenant as its true and lawful attorney in fact for purposes of undertaking all such action on behalf of and in the name of Landlord as Tenant deems necessary or appropriate to maintain any or all underlying leases in full force and effect. The power of attorney herein granted is coupled with an interest and is therefore irrevocable during the term of this Lease. Tenant may offset against any and all amounts due hereunder any cost and expense incurred by Tenant in exercising its rights under this subsection 17.03. Prior to offsetting against rent due hereunder Tenant shall provide Landlord with notice of its intent to offset and Landlord shall have a period of 30 days to advise Tenant that it objects to or disputes the offset, in which case any such dispute shall be submitted to arbitration in accordance with the provisions hereof. Tenant shall use reasonable efforts to mitigate any damages resulting from Landlord's breach or default.

17.04 General Provisions. The term "Landlord's Knowledge" shall have the same meaning as the term "Seller's Knowledge" under Section 6.17(c) of the Purchase and Sale Agreement. Seller expressly disclaims any express or implied warranties not specifically set forth in this Lease, the Purchase and Sale Agreement, or any other agreement entered into by and between Landlord and Tenant.

ARTICLE XVIII DEFAULT

18.01 Defaults. In the event of any one or more of the following events ("Events of Default") shall have occurred and shall not have been remedied as hereinafter provided: (1) the occurrence of any event set forth in Article XIX hereof, without the curing of same as therein provided; (2) Tenant's failure to pay any installment of basic rent, additional rent or any other monetary payments when the same shall be due and payable and the continuance of such failure for a period of ten (10) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure, provided, however that Tenant shall pay interest at the rate of 18% per annum during any period in which any payment is delinquent; (3) Tenant's failure to pay any option payments pursuant to Section 25.02 hereof when the same shall be due and payable and the continuance of such failure for a period of 10 days after receipt by Tenant of notice in writing from Landlord of such failure; provided, however, that Tenant shall be entitled to only two such notices during any 360 day period, after which no such notice shall be required, and provided further that Tenant shall pay interest on any delinquent payment at the rate of 18%

per annum during the period of any such delinquency; (4) a material default by Tenant, and the expiration of any grace, notice or cure period required thereby. under any of the other agreements then existing between Landlord and Tenant, including without limitation, the promissory notes referred to in Section 25.05 below and the Promissory Note referred to in Section 4.01(c) of the Purchase and Sale Agreement; and (5) Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure for a period of sixty (60) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure, and provided Tenant shall not cure said failure as provided in Section 18.02 hereof; then, Landlord may, at its option, give to Tenant a notice of election to end the term of this Lease upon a date specified in such notice, which date shall be not less than thirty (30) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Tenant of such notice from Landlord, and upon the date specified in said notice, the term and estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided. Simultaneously with the sending of the notice to Tenant, hereinabove provided for, Landlord shall send a copy of such notice to any leasehold Mortgagee(s) as to which Landlord has received written notice. The curing of any default(s) in the manner provided hereinabove by any of the aforesaid parties or combinations thereof, shall constitute a curing of any default(s) hereunder with like effect as if Tenant had cured the same hereunder.

18.02 Cure.

(a) In the event that Landlord gives notice of a default of such a nature that it cannot reasonably be cured within such sixty (60) day period, then such cure period shall be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable; provided that, in no event shall any cure period extend for a period longer than 180 days after the Landlord's notice of default under Section 18.01. No cure period shall be deemed to end if and so long as Tenant shall be prevented from curing the same by any of the causes constituting Force Majeure.

(b) Notwithstanding anything to the contrary contained in this Article XVIII, in the event that any default(s) of Tenant shall be cured in any manner hereinabove provided, Tenant's right hereunder shall continue unaffected by such default(s).

18.03 Remedies.

(a) Upon any Event of Default pursuant to Section 18.01, or at any time thereafter, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, including termination, reenter the demised premises, and recover possession thereof and dispossess any or all occupants of the demised premises in the manner prescribed by the applicable laws relating to summary proceedings, or similar laws; but Tenant in such case shall remain liable to Landlord as hereinafter provided.

(b) In case of any such default, reentry, expiration and/or dispossession by Landlord: (1) the rent shall become due thereupon and be paid up to the time of such reentry, expiration and/or dispossession; (2) Landlord may relet the demised premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and (3) Landlord may pursue any and all other remedies allowed to Landlord under applicable law, including without limitation, the collection of all future rent and other monetary payments provided for hereunder. Landlord, at Landlord's option and Tenant's expense, may make such alteration, repairs, and/or replacements in the demised premises as are reasonably necessary for the purpose of reletting and premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord agrees to use reasonable efforts to mitigate all damages and to relet the demised premises in the event of any default specified herein.

ARTICLE XIX BANKRUPTCY AND INSOLVENCY

If, after the commencement of the term of this Lease: (a) the Tenant then having the title to the leasehold estate created hereunder shall while having such title be adjudicated a bankrupt or adjudged to be insolvent; (b) a receiver or trustee shall be appointed for the aforesaid Tenant's property and affairs; (c) the aforesaid Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or (d) any execution or attachment shall be issued against the aforesaid Tenant or any of the aforesaid Tenant's property, whereby the demised premises or any building or buildings or any improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than the aforesaid Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within ninety (90) days after the issuance of the same, then an Event of a Default hereunder shall be deemed to have occurred. Notwithstanding anything to the contrary hereinabove contained, upon the occurrence of a default pursuant to this Article, if the rent and other monetary payments due and payable hereunder shall continue to be paid and the other covenants, conditions and agreements of this

Lease on Tenant's part to be kept and performed shall continue to be kept and performed, no event of default shall have been deemed to have occurred.

**ARTICLE XX
WAIVERS**

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on account.

**ARTICLE XXI
GOVERNMENT APPROVALS**

Landlord covenants and agrees to cooperate fully with Tenant in any and all applications and proceedings and appeals made or prosecuted by Tenant in connection with obtaining any necessary permits, licenses, approvals or consents under the zoning, land use, environmental and/or building regulations, ordinances, codes, laws and directives of all of the federal, state county and other authorities having jurisdiction over the development and use of the demised premises, including without limitation, the Summit County Planning Board. Landlord shall execute any and all documents, instruments, consents and authorizations requested by Tenant which shall be reasonably necessary or desirable with respect thereto. Tenant may prosecute such applications, proceedings and appeals in its own name and through counsel of its choice, but shall do so at its own cost and expense and shall reimburse Landlord for Landlord's reasonable expenses incurred in such cooperative efforts.

**ARTICLE XXII
FORCE MAJEURE**

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act (except for monetary payments) required hereunder by reason of strikes, lock-outs, organized labor disputes, unavailability of materials, extended failure of power, governmental laws or regulations prohibiting performance of any obligation hereunder, riots, insurrection, war or civil strife, or other reason beyond such party's reasonable control, then performance of such act shall be excused for the period of the delay and the proof for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**ARTICLE XXIII
NOTICES**

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at its address set forth hereinbelow, or such other address as either party may designate by notice given from time to time in accordance with this Article. Unless otherwise directed by Landlord, rent payable by Tenant hereunder shall be paid to Landlord at the same place where a notice to Landlord is herein required to be directed. All such notices and other communications initially shall be addressed as follows:

Tenant:

Christopher E. Howard, Esq.
Chief Administrative Officer and General Counsel
American Skiing Company
P.O. Box 450
Access Road
Bethel, Maine 04217

Landlord:

Kenneth Griswold
Michael Baker
c/o Bracewell & Patterson LLP
2900 South Tower, Penzoil Place
Houston, TX 77002-2781
Attn: Clark Thompson

All such notices shall be deemed to have been given and received as of the date of deposit of such notice in a depository of the U.S. Postal Service.

**ARTICLE XXIV
CERTIFICATES**

Either party shall, without charge, at any time and from time to time hereafter, within thirty (30) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any known default thereunder; (d) as to the existence of any offsets, counterclaims or defense thereto on the part of such other party; (e) as to the commencement and expiration dates of the term of this lease; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party

requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

**ARTICLE XXV
DEVELOPMENT RIGHTS**

25.01 Grant of Option. Landlord hereby gives and grants to Tenant, its successors and assigns, an exclusive option to purchase any portion of the demised premises now or hereafter owned in fee by Landlord upon which Tenant desires to construct any buildings or improvements of any nature, at any time during the term of this Lease , or any extended term.

25.02 Option Payments. As consideration for the option granted pursuant to Section 25.01 above, Tenant shall pay to Landlord the following amounts on first day of each of the months specified below:

<u>Amount Due</u>	<u>Payment Date</u>
3,532,340	June, 1997
47,007	July, 1997
157,340	August, 1997
32,340	September, 1997
47,007	October, 1997
157,340	November, 1997
1,232,340	December, 1997
180,340	January, 1998
157,340	February, 1998
32,340	March, 1998
47,007	April, 1998
15,167	May, 1998
15,167	June, 1998
29,834	July, 1998
140,167	August, 1998
15,167	September, 1998
29,834	October, 1998
140,167	November, 1998
15,167	December, 1998
2,748,000	January, 1999
125,000	February, 1999
0	March, 1999
14,667	April, 1999
875,000	May, 1999
0	June, 1999
14,667	July, 1999
125,000	August, 1999
0	September, 1999
14,667	October, 1999

<u>Amount Due</u>	<u>Payment Date</u>
125,000	November, 1999
0	December, 1999
148,000	January, 2000
125,000	February, 2000
0	March, 2000
14,667	April, 2000
125,000	May, 2000
0	June, 2000
14,667	July, 2000
125,000	August, 2000
0	September, 2000
14,667	October, 2000
125,000	November, 2000
0	December, 2000
548,000	January, 2001
125,000	February, 2001
0	March, 2001
0	April, 2001
125,000	May, 2001
0	June, 2001
0	July, 2001

\$ 5,000,000

Tenant shall have the right to accelerate payment of any or all of such amounts, in which case Tenant shall pay to Landlord the net present value of any payments made on an accelerated basis. Net present value of such payments shall be determined in a manner and at a discount rate reasonably acceptable to both Tenant and Landlord.

(b) All option payments made by Tenant shall be placed in a segregated bank account established at a banking institution acceptable to both parties ("Option Escrow Account") in the name of both Landlord and Tenant. Amounts shall be disbursed from the account under signature of authorized representatives of both Landlord and Tenant solely and exclusively for purposes of satisfying the following obligations of Landlord (the "Underlying Obligations"):

<u>Obligation</u>	<u>Date</u>	<u>Principal Amount</u>
Nine Star Development Note	February 2, 1995	2,600,000
Snyderville Land Co. Purchase and Sale Agreements	June 16, 1997	3,500,000
Roberts Retirement Trust Note	February 2, 1995	750,000
Kimball Note	January 18, 1995	533,333

<u>Obligation</u>	<u>Date</u>	<u>Principal Amount</u>
Vitesse Ski Properties Note (or substitute Note to be identified by Landlord upon refinancing Vitesse)	March 8, 1994	2,194,000
Wasatch Capital Corp. Note	Even date herewith	5,000,000
Songbird Note	December 12, 1996	1,200,000

In the event, and to the extent Tenant accelerates its option payments hereunder, Landlord shall exercise reasonable efforts to accelerate a corresponding amount of the Underlying Obligations so as to minimize the amounts on deposit from time to time in the Option Escrow Account.

25.03 Mandatory Exercise of Option. Tenant shall not be permitted to exercise its option until such time, from time to time, as Tenant has received all necessary permits, licenses and approvals for any real estate development project to be located upon the portion of the demised premises to be released by Landlord involving the construction of any buildings constituting residential or commercial real estate being developed with the intent to resell any material portion of such building(s), as evidenced by the description of such real estate development project(s) in the application(s) for necessary permits and approvals. Said option shall be exercised by Tenant, its successors or assigns, by giving written notice of the election to exercise said option to purchase to Landlord, addressed to the place then provided for the sending of notices under this Lease, which notice shall specify a date, time and place of closing which shall take no more than one hundred twenty (120) days after the posting of said notice.

25.04 Option Price. The purchase price for the portion of the demised premises purchased by Tenant shall be an amount equal to eleven percent (11%) of the full capitalized cost of construction of buildings or improvements on the option parcel (less any capitalized interest on financing for the improvements and less up to 5% of such capitalized costs attributable to any internal overhead costs capitalized by Tenant) as reflected upon Tenant's books of account maintained in accordance with generally accepted accounting principles, consistently applied.

25.05 Option Price Payment. The purchase price shall be paid at closing by a promissory note in the full amount of the purchase price, bearing interest at a rate equal to the prime rate in effect as of the date of the closing as reported in The Wall Street Journal under the heading "Money Rates - Prime Rate," and maturing upon the issuance of a certificate of occupancy for the development project. The note shall be secured by a mortgage or deed of trust with priority subordinate only to Tenant's financing for the construction cost of the improvements, which mortgage or deed of trust and form of subordination shall be in form reasonably acceptable to Landlord.

25.06 Owned Property. As additional consideration for the options granted pursuant to Section 25.01 above. Tenant hereby agrees to deliver to Landlord additional option payments at the time development is commenced on the property more particularly described in Schedule

25.06 hereto in the same amount and in the same manner as if such property were covered by this Lease and the options described in Section 25.01, and Tenant was otherwise purchasing such property in accordance with terms of Section 25.04 and 25.05.

25.07 Development Commitment. Tenant agrees to produce and submit to Summit County for approval, and exercise its best efforts to maintain in place, a master plan for the demised premises (which may be a continuation of the master plan submitted by Landlord in April, 1997, or a derivation thereof) that contemplates a minimum of three million (3,000,000) square feet of residential and commercial real estate development on that portion of the demised premises denominated the base area as reflected on the Landlord's current master plan and two million (2,000,000) square feet of residential and commercial development on that portion of the demised premises denominated the mid-mountain village as reflected on the Landlord's current master plan. The master plan may not alter the designation of Willow Draw as a subdivision for single family detached dwellings without Landlord's prior written consent.

25.08 Closing. At closing, Tenant shall deliver the required promissory note against delivery by Landlord of a warranty deed in form acceptable to Tenant conveying good and marketable title to the development parcel free and clear of all liens, encumbrances, restrictions, defects in title, leases, tenancies easements and agreements, except as set forth in Schedule A, and except any which may arise by reason of this Lease.

25.09 Restrictions Against Encumbrance. Landlord, its successors and assigns covenants and agrees that during the term hereof it shall not, voluntarily or by operation of law, place or allow placement of any liens, encumbrances or restrictions of any nature on the Landlord's interest in the demised premises, including without limitation, mortgage liens, trust deeds, mechanics liens, judgment liens or any other liens or encumbrances similar or dissimilar to the foregoing.

ARTICLE XXVI MISCELLANEOUS

26.01 Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Utah.

26.02 Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

26.03 Short Form Lease. The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form reasonably satisfactory to both parties, which will constitute a short form of lease, setting forth a description of the demised premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.

26.04 Interpretations. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and covenant only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner for the time being of Landlord's or Tenant's interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant herein, their respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

26.05 Entire Agreement. No oral statements or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Agreement shall not be modified or canceled except by writing subscribed by all parties.

26.06 Parties. Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

26.07 Restriction on use of Landlord's Adjacent Land. Attached as Schedule 26.07 is a list of all real estate owned beneficially or of record by Landlord, by Michael Baker or Kenneth Griswold or by any entities in which Baker or Griswold own any interest, located within a five mile radius of the leased premises. Landlord hereby agrees that during the term of this Lease, with the exception of the A-2 and Cox and Muller parcels described in such Schedule 26.07, none of the Landlord, Baker or Griswold, or entities in which they have a controlling interest shall use the restricted property designated in such Schedule 26.07 for a motel, hotel, inn, restaurant or other type of place of lodging or guest entertainment (other than single family residences). The restriction imposed hereby for the benefit of Tenant is intended to run with the land and be enforceable against Landlord's successors in title to such land.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

WOLF MOUNTAIN RESORTS, L.C.

By: *Kenneth Griswold*
Kenneth Griswold
Its *Managing member*

ASC UTAH

By: *Juianne Cloutier*
Its *Vice President*

GUARANTY COMMITMENT

ASC Holdings, Inc., a Maine corporation with a principal place of business at Newry, Maine ("ASC"), does hereby agree to execute the guaranty described in Exhibit ____ attached hereto. In connection therewith, ASC covenants and agrees as follows:

ASC is a corporation duly organized, validly existing and in good standing under the laws of Maine with full power and authority to own or lease its property and to carry on its businesses as now conducted.

The execution and delivery of this Agreement and the Related Agreements by ASC and the performance by ASC of the obligations to be performed hereunder and thereunder have been duly authorized by all necessary and appropriate action by the directors of ASC and no shareholder approval is required in connection therewith. The execution and delivery of this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach of, or constitute a default under, the terms and conditions of ASC's Certificate of Incorporation, By-Laws, any court or administrative order or process by which ASC is bound, or any agreement or instrument to which ASC is a party or is bound. This Agreement and the Related Agreements are the valid and binding obligations of ASC, enforceable in accordance with their terms, subject to equitable principles and applicable bankruptcy and other creditors' rights, laws, regulations and rulings.

ASC HOLDINGS, INC.

By: Julianne Christian
Its: Vice President

SCHEDULE A
LEASED PROPERTY*

1. Fee Property (description attached)
 - a. Currently Owned: Parcels A, A-1, A-4, E, F, H, I, K, M, N, V-1 and V-2
 - b. To be Acquired: Parcels A-3, B, C, D and G. Landlord and Tenant agree that notwithstanding anything to the contrary set forth in the Lease, the land designated above as "To Be Acquired" shall not be considered "Fee Land," until such time as it has been purchased by Landlord.

2. Leased Property (leases attached)

Parcel J ("Section 2"), Osguthorpe Sections 1 and 3, and Parcels A-3, B, C, D and G.

Roberts

* Each parcel referred to in this Lease is more particularly described by metes and bounds on the descriptions attached hereto.

IN SUMMIT COUNTY:

CURRENTLY OWNED:

PARCEL A:

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and the W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 36.

EXCEPTING THEREFROM:

The North 590 feet thereof and following two parcels:

(A) BEGINNING at a point which is North along a section line 575.96 feet and West 2309.32 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the center line of the Green Horn ski lift and running thence South 41°3' East 81 feet; thence South 3°47' West 95 feet; thence South 48°47' West 178 feet; thence South 3°47' West 36 feet; thence South 48°47' West 233 feet; thence North 86°13' West 98.10 feet; thence North 41°13' West 84.26 feet; thence North 48°47' East 97 feet; thence South 86°13' East 26.72 feet; thence North 48°47' East 92.22 feet; thence North 3°47' East 55 feet to the center line of the Green Horn ski lift; thence North 48°47' East along said center line 326 feet to the point of beginning, and,

(B) COMMENCING at a point which is North 70.78 feet and West 2227.47 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 84°15' West 102 feet; thence North 5°45' West 207 feet; thence North 84°15' East 102 feet; thence South 5°45' East 207 feet to the point of commencement.

PARCEL A-1:

LOTS 3, 4, 25, 26, and the South 90.5 feet of LOT 27, PARK CITY WEST, PLAT NO. 2, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

THE "MALL", as the same is designated on the Official Plat of PARK CITY WEST SUBDIVISION, NO. 2, recorded February 2, 1970, as Entry No. 110560 on file and of record in the Summit County Recorder's Office.

THAT certain parcel described as follows: COMMENCING at a point which is North 980.76 feet and West 1390 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence West 160 feet, more or less, to a point on the East boundary line of PARK CITY WEST, PLAT NO. 2; thence South along said boundary line 408.36 feet, more or less, to the Southeast Corner of LOT 25, PARK CITY

WEST, PLAT NO. 2; thence East 160 feet, more or less, to a point due South from the point of commencement; thence North 408.36 feet, more or less, to the point of beginning.

PARCEL A-4:

COMMENCING at a point which is North 1253 feet and West 750 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 510.6 feet; thence West 640 feet; thence North 510.6 feet; thence East 640 feet to the point of commencement.

PARCEL E-1:

Commencing at a point North 503 feet and West 448 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 100 feet; thence North $89^{\circ}58'$ West 59.4 feet; thence North $43^{\circ}40'$ West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North $43^{\circ}40'$ West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North $43^{\circ}40'$ West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North $43^{\circ}40'$ West 16.1 feet; thence North 97.4 feet; thence North 46° East 16.1 feet; thence North $89^{\circ}15'45''$ East 37.4 feet; thence South $43^{\circ}45'$ East 16.1 feet; thence South $2^{\circ}7'9''$ East 9.34 feet; thence South $89^{\circ}32'14''$ East 48.05 feet; thence South $43^{\circ}45'$ East 16.1 feet; thence South $2^{\circ}7'9''$ East 9.34 feet; thence South $89^{\circ}58'50''$ East 48.7 feet; thence South $43^{\circ}40'$ East 16.1 feet; thence South $2^{\circ}7'9''$ East 9.34 feet; thence North $89^{\circ}37'45''$ East 48.7 feet; thence South 45° East more or less, 30 feet, more or less, to the point of commencement.

PARCEL E-2:

The following described tract of land in Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian;

Commencing at a point on the North right-of-way line of Chalet Drive which point is North 403 feet and West 507.4 feet from the Southeast corner of the aforesaid section 36 and running thence North $43^{\circ}40'$ West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North $43^{\circ}40'$ West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North $43^{\circ}40'$ West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North $43^{\circ}40'$ West 16.1 feet; thence North 97.4 feet; thence North 46° East 16.1 feet;

thence North 89°15'45" East 37.4 feet; thence South 43°45' East 16.1 feet; thence South 2°7'9" East 9.34 feet; thence South 89°32'14" East 48.05 feet; thence South 43°45' East 16.1 feet; thence South 2°7'9" East 9.34 feet; thence South 89°58'50" East 48.7 feet; thence South 43°40' East 16.1 feet; thence South 2°7'9" East 9.34 feet; thence North 89°37'45" East 48.7 feet; thence South 45° East more or less, 30 feet, more or less, to a point which is North 503 feet and West 448 feet from the Southeast corner of the aforesaid Section 36; thence North 62 feet; thence East 41 feet; thence North 70 feet; thence East 102.51 feet; thence North 30 feet, more or less, to a point which is on the Southeast corner of the Red Pine Townhouses; thence West 61.51 feet along the South boundary of said Townhouses to a point on a 45.00 foot radius curve to the right, the radius point of which bears North; thence Northwesterly along said boundary and along the arc of said curve 52.17 feet; thence West along said boundary 108.76 feet; thence North along said boundary 55.00 feet; thence West along said boundary 204 feet to a point on the East right-of-way line of Red Pine Road and which is also on the aforesaid South boundary line; thence South along said East right-of-way line 189.6 feet, more or less; thence South 10°00' East along said East right-of-way line 175.72 feet, more or less, to a point which is North 403 feet, more or less, from the South section line of said section 36 and which is on a line running North 89°58' West from the point of commencement; thence South 89°58' East 222 feet, more or less to the point of commencement.

PARCEL F:

COMMENCING at a point which is 1014.78 feet North of the Southwest Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence North along said section line 425 feet, more or less, to a point on the North boundary line of the Park West Drive right of way; thence Northeasterly 50 feet, more or less, along said North right of way line and along the arc of a 320 foot radius curve to the left to a point of tangency; thence North 48°30' East along said North right of way line 255.19 feet to a point on a 15 foot radius curve to the left; thence Northerly along the arc of said curve 23.56 feet to a point of tangency; thence North 41°30' West 114.95 feet to a point on a 254 foot radius curve to the left; thence Northwesterly along the arc of said curve 117.48 feet to a point of tangency; thence North 68°00' West 76.72 feet to a point on a 416 foot radius curve to the right; thence Northwesterly along the arc of said curve 203.29 feet to a point of tangency; thence North 40°00' West 57.53 feet;

thence North 50°00' East 36 feet; thence South 40°00' East 57.53 feet to a point on a 380 foot radius curve to the left; thence Southeasterly along the arc of said curve 185.70 feet to a point of tangency; thence South 68°00' East 76.72 feet; thence along the arc of a 290 foot radius curve to the right 134.129 feet through a central angle of 26°30'00" (chord bears South 54°45' East 132.936 feet); thence South 41°30' East 114.95 feet to a point on a 15 foot radius curve to the left; thence Easterly along the arc of said curve 23.56 feet to a point of reverse curvature on a 972 foot radius curve to the right which point is on the North right of way line of Park West Drive; thence Easterly along the arc of said curve and along said North right of way 704.02 feet to a point of tangency; thence East along the aforesaid North right of way line 264.4 feet, more or less, to a point on the West boundary of the U-224 access right of way, which point is approximately North 1929 feet and East 1188.59 feet from the Southwest Corner of Section 31; and running thence South along said West boundary 78.39 feet to a point on the South boundary of said right of way; thence South 86°29'46" East along said South boundary 167.71 feet; thence Southeasterly along the East boundary line of the U-224 right of way and along the arc of a 1230.92 foot radius curve to the left 293.77 feet, more or less, to a point which is North 1544 feet from the South section line of Section 31; thence West 694 feet, more or less, to a point on the West boundary line of LOT 8, PARK CITY WEST, PLAT NO. 1; thence South 290 feet; thence East 139.96 feet; thence South 239.22 feet, more or less, to a point which is North 1014.78 feet from the South section line of Section 31; thence West 139.96 feet; thence South 1 foot; thence West 710.04 feet, more or less, to the point of commencement.

EXCEPTING therefrom the following parcel:

COMMENCING at a point which is North 1836.89 feet and East 957.35 feet from the Southwest Corner of the aforesaid Section 31, and running thence South 144 feet; thence West 100 feet; thence North 144 feet; thence East 100 feet, more or less, to the point of commencement.

ALSO, EXCEPTING therefrom any portion thereof located West of the West line of said Section 31, being that portion of Summit Drive within the bounds of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

PARCEL H-1:

BEGINNING at a point on the North section line of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, which point is 2463.5 feet West of the Northeast corner of said section, and running thence South 504.5 feet; thence West 289.5

feet; thence South 577 feet, more or less, to a point on the North line of Parcel B as described in that certain Warranty Deed, recorded April 25, 1989 as Entry No. 307264, in Book 519 at page 241; thence West 400 feet, more or less, to a point on the West boundary line of the Northeast quarter of said Section 1; thence North 1°50' West along said West boundary line 1082.4 feet, more or less, to a point on the aforesaid North section line; thence East along said North section line 723 feet, more or less, to the point of beginning.

PARCEL H-2:

COMMENCING at the Northwest Corner of LOT 13, PARK CITY WEST, PLAT NO. 2, as recorded in the Office of the Summit County Recorder, which point is on the North Section line of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and is located West 2460.54 feet from the Northeast Corner of said section; and running thence South 479.50 feet, to the Southwest Corner of said lot; thence East 126.23 feet; thence South 25.00 feet; thence East 300.00 feet; thence North 25.00 feet; thence East 147.29 feet to the Southeast Corner of LOT 14 of the aforesaid Plat; thence South 44.76 feet, more or less, to a point on the center line of a 50 foot right of way easement; thence West 576.56 feet; thence North 524.26 feet, more or less, to a point on the aforesaid North section line; thence East 3.00 feet, more or less to the point of commencement.

PARCEL NO. I:

Commencing at a point on the North section line of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, which is West 1.269 feet from the Northeast corner of said Section 1 and running thence West along the section line 208.97 feet; thence South 524.26 feet, more or less, to a point on the center line of a 50 foot right of way easement; thence East along said center line 162.26 feet; thence Northeasterly along said center line and along the arc of a 636.62 foot radius curve to the left 471.11 feet; thence North 48°30' West 511.34 feet, more or less, to a point which is West 1269 feet from the East section line of said section 1; thence North 18.93 feet; more or less, to the point of beginning.

Together with and subject to 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,

50 feet in width, 25 feet on either side of the following described center line;

Beginning at a point on 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 355 feet; thence 1,112.96 feet along the arc of a 636.62 foot radius curve to the right; thence West 881 feet.

As conveyed in that certain Warranty Deed recorded August 2, 1977 as Entry No. 139351 in Book M-97 at Page 730.

PARCEL K-1:

That portion of the E½ of Section 34, Township 1 South, Range 3 East, Salt Lake Base and Meridian, lying within Summit County, State of Utah.

PARCEL K-2:

Section 35, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

PARCEL K-3:

The W½SW¼ of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

PARCEL K-4:

The E½ of Section 22, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

LESS and EXCEPTING therefrom the follow property conveyed in Special Warranty Deed to WILLOW RANCH DEVELOPMENT COMPANY, a Utah corporation recorded August 31, 1995, as Entry No. 436508 in Book 905 at Page 66 of Official Records, described as follows:

Parcel 1: A parcel of land lying within the NE¼ of Section 22, Township 1 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that is South 64°59'17" West 1628.01 feet from the Southwest Corner of Section 14, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 217.80 feet; thence West 200 feet; thence North 217.80 feet; thence East 200.00 feet to the point of beginning. The basis of bearing for the above description is South 89°53'53" West between the South Quarter Corner of Section 14 and the

Southeast Corner of Section 14, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

PARCEL K-5:

The $\frac{W}{2}\frac{NW}{4}$, the $\frac{SW}{4}$, the $\frac{W}{2}\frac{SE}{4}$, and the $\frac{SE}{4}\frac{SE}{4}$ of Section 26, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

PARCEL K-6:

That portion of the $\frac{SE}{4}$ of Section 27, Township 1 South, Range 3 East, Salt Lake Base and Meridian, lying within Summit County, State of Utah.

PARCEL K-7:

That portion of the following described property lying within Summit County, State of Utah:

BEGINNING at a point North $89^{\circ}47'$ East 2543.22 feet from the West Quarter Corner of Section 27, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence South 4568.66 feet; thence South $43^{\circ}15'$ West 328.70 feet; thence North $49^{\circ}51'$ West 659.34 feet; thence North $88^{\circ}11'$ West 1162.26 feet; thence North $75^{\circ}48'$ West 289.74 feet; thence South $79^{\circ}47'$ West 374.88 feet; thence South 948.1 feet, more or less, to the West Quarter Corner of Section 34; thence East 2640 feet, more or less, to the center of said Section 34; thence North 5280 feet, more or less, to the center of Section 27; thence South $89^{\circ}47'$ West 96.78 feet, more or less, to the point of beginning.

PARCEL K-8:

Easement rights only on the property described as follows:

(A) COMMENCING at a point South 200 feet from the Northeast Corner of the $\frac{SE}{4}\frac{NE}{4}\frac{SW}{4}$ of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 130 feet; thence West 660 feet; thence North 330 feet; thence East 100 feet; thence Southeasterly 594.6 feet, more or less, to the point of commencement:

(B) The South 35 feet of the $\frac{NW}{4}\frac{NE}{4}\frac{SW}{4}$ of said Section 36, and

(C) The North 165 feet of the $\frac{SW}{4}\frac{NE}{4}\frac{SW}{4}$ of said Section 36. As the same created under that certain Grant of Easement recorded September 15, 1985, as Entry No. 258066 in Book 399 at Page 739 of Official Records, and as Entry No. 258067 in Book 399 at Page 741 of Official Records.

PARCEL M:

BEGINNING at a point which is North 572.40 feet and West 1269 feet from the Glo Brass Cap Monument at the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, from which Glo Monument the Summit County Brass Cap Monument at the Northeast Corner of Section 36 bears due North (basis of bearing); thence East 519 feet; thence South 10°00' East 355 feet; thence Southwesterly 640 feet along the arc of a 636.62 foot curve to the right through a central angle of 57°36'00" (chord bears South 18°48' West 613.39 feet); thence North 48°30' West 511.34 feet (prior deed = 510 feet); thence North 591.45 feet (prior deed = 572.4 feet) to the point of beginning.

TOGETHER with a right of way for ingress and egress 50 feet in width, the centerline of which is located along the East line of the subject property as disclosed in that certain Warranty Deed dated April 28, 1971, recorded May 26, 1971, as Entry No. 113232 in Book M-31 at Page 324 of Official Records.

PARCEL N:

COMMENCING at the Southeast Corner of the ~~SW~~~~NW~~~~SE~~ of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 89°38'21" West 268.14 feet, more or less, to a point which is South 89°38'21" East 400 feet along said 1/16 Section line from the West line of said Southeast Quarter (said point also being the Southeast Corner of Parcel 4 of that certain Warranty Deed recorded as Entry No. 404909 in Book 807 at Page 371); thence North 0°13'31" West 200 feet along said deed line; thence North 89°38'21" West 200 feet, more or less, along said deed line, to a point which is East 200 feet from the aforesaid West line of the Southeast Quarter; thence North 0°13'31" West 50 feet, along said deed line; thence North 89°38'21" West 100 feet, more or less, along said deed line, to a point which is South 89°38'21" East 100 feet from the aforesaid West line of the Southeast Quarter; thence North 0°13'31" West 80 feet, more or less, along said deed line, to a point on the North line of South half of the aforesaid quarter quarter quarter; thence South 89°56'45" East along said North line 568.45 feet, more or less, to the Northeast Corner of said South Half; thence South 0°10'03" East 333.04 feet, more or less, to the point of commencement.

PARCEL V-1:

PARCEL # 1:

The North 590 feet of the ~~SE~~~~SW~~ and the North 590 feet of the ~~W~~~~SW~~~~SE~~ of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

PARCEL # 2:

The South 495 feet of the ~~W-NE-SW~~^{W-NE-SW} of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

PARCEL # 3:

The South 330 feet of the ~~E-NE-SW~~^{E-NE-SW} of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

PARCEL # 4:

The South 330 feet of the West 100 feet and the South 250 feet of the East 100 feet of the West 200 feet and the South 200 feet of the East 200 feet of the West 400 feet of the ~~S-SW-NW-SE~~^{S-SW-NW-SE} of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Parcel V-2

BEGINNING at a point North along the Section line 2103.17 feet from the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North along said West line of Section 31, 355.62 feet; thence East 377.52 feet; thence South 254.18 feet; thence West 342 feet; thence South 101.10 feet; thence West 35.52 feet to the point of beginning.

TOGETHER WITH a right of way easement described as follows:

BEGINNING at a point North 1873 feet along the range line from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the North right of way line of Summit Drive; and running thence North 68°00'00" West 64.62 feet; thence North 206.17 feet; thence East 90.0 feet; thence South 30.0 feet; thence West 30.0 feet; thence South 230.17 feet, more or less, to the point of beginning.

All of the above described parcels with the exception of Parcel K-4, K-8 and Parcel F are together with the following rights of way for ingress, egress and public utilities; as set forth and shown in that certain Right of Way Agreement recorded June 29, 1967 as Entry No. 105436 in Book M-11 at page 625 of Official Records, and other documents of record; and being more particularly described as follows:

Two (2) strips of land, 66 feet in width, the centerlines of which are more particularly described as follows:

Commencing at a point on the East line of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, which point is 1286 feet North of the Southeast corner of said Section 36; and running thence North 68°30' East 130 feet; thence North 51°40' East 148 feet; thence East 1240 feet, more or less, to State Highway 248. In any event, said commencement point shall not be less than 34 feet South of the East Quarter corner of said Section 36.

And also, commencing at a point on the East line of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, which point is 1286 feet North of the Southeast corner of said Section 36; in any event, said commencement point shall not be less than 34 feet South of the East Quarter corner of said Section 36; and running thence West 2640 feet, more or less, to the common boundary line between Land Owner's property and "Russell" property; such Westerly terminus shall be 66 feet in width on said common boundary line, which line also constitutes the West boundary of the Land Owners' property.

TO BE ACQUIRED

PARCEL A-3

Northerly 162.40 feet of LOT 20, and ALL of LOT 21 and the East Half of LOT 19, PARK CITY WEST, PLAT NO. 2, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

ALSO, the following described parcel:

COMMENCING at a point which is on the intersection of the South Section line of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and the West boundary of a parcel currently owned by WOLF MOUNTAIN RESORTS, L.C., and which is West 1265.79 feet, more or less, from the Southeast Corner of said Section; thence North 572.40 feet, more or less, to the Northwest Corner of the aforesaid parcel owned by WOLF MOUNTAIN RESORTS, L.C.; thence West 191 feet, more or less, to the Northeast Corner of LOT 21, PARK CITY WEST, PLAT NO. 2, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder; thence South 572.40 feet, more or less, to a point on the aforesaid South Section line; thence East along said Section line 191 feet, more or less, to the point of commencement.

Also, the Southerly 50 feet of LOT 20, PARK CITY WEST, PLAT NO. 2, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

PARCEL B-1:

LOTS 1, 2, 28, 29 and the North 46 feet of **LOT 27, PARK CITY WEST, PLAT NO. 2, SUBDIVISION**, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

PARCEL B-2:

COMMENCING at a point which is North 1253 feet and West 1336.11 feet from the Southeast Corner of **Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian**, and proceeding thence North $0^{\circ}06'35''$ West 66 feet, more or less, to the North boundary of Park West Drive; thence West along said boundary 668.29 feet, more or less, to a point on the West line of the ~~E-SW-SE~~ of said Section 36; thence South $0^{\circ}10'03''$ East along said West line 66 feet, more or less, to the Northwest Corner of Park City West, Plat No. 2; thence East along the North boundary of said plat 668.04 feet, more or less, to the point of commencement.

PARCEL B-3:

COMMENCING at the Northeast Corner of **LOT 29, PARK CITY WEST, PLAT NO. 2**, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder, which point is approximately North 1253 feet and West 1547 feet from the Southeast Corner of **Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian**, and running East therefrom along the South boundary of a 66 foot right of way known as Park West Drive 160 feet, more or less, to a point on said boundary which is West 1387 feet, more or less, from the East line of said Section 36; thence South 272.24 feet; thence West 160 feet, more or less, to a point on the East boundary of the aforesaid Plat; thence North along said East boundary 272.24 feet, more or less, to the point of commencement.

PARCEL C:

COMMENCING at a point which is North 1360.64 feet and West 782.23 feet from the Southeast Corner of **Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian**, which point is also the Southwest Corner of **PARK WEST CONDOMINIUMS (GEORGETOWN PORTION)** according to the Official Plat thereof; thence following the Southerly line of said Condominiums, North $71^{\circ}30'$ East 104.58 feet; thence North $20^{\circ}28'28''$ West 125.00 feet; thence North $64^{\circ}08'$ East 212.10 feet; thence South 40° East 228.35 feet; thence South $78^{\circ}48'$ East 152.95 feet; thence 249.38 feet along the North right of way line of Park West Drive, and along the arc of a 320 foot radius curve to the left through a central angle of $44^{\circ}39'06''$ [chord bears North $79^{\circ}40'27''$ East 243.119 feet] to a point on the East section line of Section 36; thence South $0^{\circ}00'26''$ East 189.29 feet, more or less, along said section line to a point which is North

1253 feet from the Southwest Corner of Section 36; thence West 1336.11 feet, more or less, to the West line of the ~~SE~~^{SE} of Section 36; thence Northerly along said West line 250 feet; thence North 72°45'44" East 407.95 feet, more or less, to the Westernmost angle in the boundary of the PARK WEST CONDOMINIUMS; thence South 18°28'40" East along said boundary 89.02 feet; thence South 37°14'50" East along said boundary 224.88 feet to the point of commencement.

LESS and EXCEPTING THEREFROM any portion thereof within the bounds of RED PINE TOWNHOUSES, according to the Record of Survey recorded in the Office of the County Recorder.

PARCEL D:

COMMENCING at the most Westerly point on the boundary of the PARK WEST CONDOMINIUMS which point is North 1624 feet and West 946.80 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 50°00' East 278.50 feet; thence East 102.03 feet; thence North 50°00' East 247.14 feet; thence North 40°00' West 191.53 feet; thence North 89°27' West 772.42 feet, more or less, to a point on the 1/16 section line; thence North 0°06'35" West 208.04 feet, more or less, along said 1/16 section line to the Northeast Corner of the ~~S~~^S~~NE~~^{NE}~~NW~~^{NW}~~SE~~^{SE} of said Section 36; thence North 89°22'19" West along the North boundary of the aforesaid half quarter quarter quarter 669.19 feet, more or less, to the Northwest Corner of said half quarter quarter quarter; thence South 0°10'03" East along the West boundary of said half quarter quarter quarter 333.04 feet, more or less, to the Southwest Corner thereof; thence North 89°27'39" West along the North boundary of the ~~N~~^N~~SW~~^{SW}~~NW~~^{NW}~~SE~~^{SE} of said Section 36 668.84 feet, more or less, to the Northwest Corner of said half quarter quarter quarter; thence South 0°13'31" East along the West boundary of said half quarter quarter quarter 338.16 feet, more or less, to the Southwest Corner thereof; thence South 89°53'59" East along the South boundary of said half quarter quarter quarter 668.45 feet, more or less, to the Southeast Corner thereof; thence South 0°10'03" East 162.20 feet, more or less, to a point which is North 1503.11 feet from the South section line of Section 36; thence East 668.29 feet to a point on the East boundary line of the ~~SE~~^{SE}~~NW~~^{NW}~~SE~~^{SE} of Section 36; thence North 72°45'44" East 407.95 feet, more or less, to the point of commencement.

AND ALSO: BEGINNING at the Southeast Corner of the property described as **PARCEL N** in the Warranty Deed recorded February 19, 1995, as Entry No. 424516 in Book 866 at Page 818 of Official Records, which is also described as the Southeast Corner of the ~~SW~~^{SW}~~NW~~^{NW}~~SE~~^{SE} of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence along the East line of the property so described North 0°10'03" West 184.11 feet, more or less, to the South line of the property described as **PARCEL D** in the Special Warranty Deed recorded

November 27, 1996, as Entry No. 468164 in Book 1010 at Page 606 of Official Records, and running thence along the South line of the property so described, East 668.29 feet, more or less, to a point which is described in said deed as being on the East line of the ~~SE~~^{NW}~~SE~~^{SE} of Section 36; thence South 184.11 feet, more or less, to the Northeast Corner of the property described as **PARCEL B-2** in the Special Warranty Deed recorded November 27, 1996, as Entry No. 468164 in Book 1010 at Page 606 of Official Records, which point is also described as the North line of Park West Drive; thence West along the North of said Park West Drive and said deed line 668.04 feet, more or less, to a point of beginning.

PARCEL G-1:

COMMENCING at a point which is North 2458.79 feet and East 747.03 feet from the Southwest Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 150.2 feet, more or less, to a point on the Northeast Corner of the boundary of the **PARK WEST CONDOMINIUMS [CLUSTER PORTION]** according to the Official Plat thereof, on file and of record in the Office of the Summit County recorder, and as amended by subsequent deeds; thence West along said boundary 255.08 feet; thence Southwest along said boundary 99 feet, more or less; thence South along said boundary 70 feet; thence West along said boundary 215.50 feet; thence South 40° West along said boundary 168 feet; thence South 50°17' East along said boundary 89.03 feet; thence South 69°24' West along said boundary 60 feet; thence North 20°36' West along said boundary 30 feet; thence South 69°24' West along said boundary 60 feet; thence South 20°36' East along said boundary 117.30 feet; thence North 69°24' East along said boundary 60 feet; thence South 20°36' East along said boundary 30 feet; thence North 69°24' East along said boundary 60 feet; thence South 2°29' East along said boundary 36.10 feet; thence South 45°30' West along said boundary 51.85 feet; thence Southwesterly 22 feet, more or less, along said boundary and along the arc of a 15.27 foot radius curve to the right through a central angle of 84°35'51" (chord bears South 87°47'56" West 20.19 feet) to a point on the Easterly line of Summit Drive; thence Northwesterly 91.60 feet, along said street line and the arc of a 290 foot radius curve to the left through a central angle of 18°05'51" (chord bears North 58°57'06" West 91.22 feet); thence along said street line North 68°00' West 73.72 feet, more or less, to a point on the West section line of Section 31; thence North along said section line 240 feet, more or less, to a point which is North 2103.17 feet from the Southwest Corner of Section 31 and is the Southwest Corner of the property described in that certain Warranty Deed recorded November 16, 1990, as Entry No. 332849 in Book 587 at Page 19 of Official Records, thence following said deed for the following four (4) courses: East 35.52 feet; thence North 101.10 feet; thence East

342 feet; thence North 254.18 feet; thence East 325 feet, more or less, to the point of commencement.

PARCEL G-2:

COMMENCING at a point which is on the East section line of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, which point is South 543.33 feet from the Northeast Corner of the Southeast Quarter of said section, and running thence South along the section line to a point on the North boundary of a right of way known as Park West Drive; thence Westerly 150 feet, more or less, along said boundary to a point which is on an angle between the South boundary and the East boundary of the PARK WEST CONDOMINIUMS (GEORGETOWN PORTION) according to the official plat thereof on file and of record in the Office of the Summit County Recorder (as amended by subsequent deeds); thence North 18°22'45" West 69.41 feet along said East boundary; thence North 15°45'01" West along said boundary 27.04 feet; thence North 14°18'58" West along said boundary 17.39 feet; thence North 49°23'05" East along said boundary 85.63 feet; thence North 4°50' West along said boundary 163 feet; thence North 54°51' West along said boundary 123.18 feet; thence North 50°00' East along said boundary 60.97 feet to a point 45.00 feet perpendicularly distant Northeasterly from the Easterly edge of a railroad tie retaining wall, being the most Southerly Corner of that certain 'Parcel C' conveyed and described in Special Warranty Deed to PARK WEST LAND COMPANY, a Utah limited partnership, recorded December 19, 1994, as Entry No. 421226 in Book 857 at Page 331 of Official Records, thence parallel with said retaining wall North 46°49'43" West along the Westerly boundary of said 'Parcel C', 146.55 feet; thence North 57°00' East 101.48 feet to a point on the Easterly boundary line of the PARK WEST CONDOMINIUMS (GEORGETOWN PORTION) according to the Official Plat thereof, on file with the Office of the Summit County Recorder, said point also being North 1988.35 feet and West 194.81 feet from the Southeast Corner of said Section 36; thence North 40°00' West along the boundary of said PARK WEST CONDOMINIUMS (GEORGETOWN PORTION) 24.18 feet; thence South 57°00' West along said boundary 113.34 feet; thence South 50°00' West along said boundary 94 feet; thence North 40°00' West (along said boundary for the first 100.70 feet) 270 feet, more or less, to a point which is South 543.33 feet from the North line of the South Half of the aforesaid Section 36; thence Easterly 550 feet, more or less, to the point of commencement.

LESS and EXCEPTING THEREFROM that portion conveyed by Special Warranty Deed dated November 21, 1994, to all of the Unit Owners of the PARK WEST CONDOMINIUMS, recorded December 19, 1994, as Entry No. 421224 in Book 857 at Page 328 of Official Records, and being more particularly described as follows:

Parcel D: Commencing at an angle point on the Easterly boundary line of the PARK WEST CONDOMINIUM (GEORGETOWN PORTION)

according to the Official Plat thereof, on file with the Office of the Summit County Recorder, said point of Commencement being shown on said plat to be North 1558.39 feet and West 105.54 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence along said Easterly condominium boundary line North 7°31' East 1.92 feet; thence North 4°50' West 163.00 feet; thence North 54°51' West 123.18 feet; thence North 50°00' East 60.97 feet to a point which is 45.00 feet perpendicularly distant Northeasterly from the Easterly edge of a railroad tie retaining wall; thence parallel with said retaining wall South 46°49'43" East 173.58 feet; thence South 43°10'17" West 45.00 feet to the end of said retaining wall; thence South 12°30'55" West 124.72 feet to a sprinkler fixture; thence South 49°23'05" West 1.69 feet to the point of commencement.

PARCEL G-3:

COMMENCING at a point on the West section line of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, which point is on the Northwesterly boundary of a right of way known as Park West Drive and is North 1000 feet, more or less, from the Southwest Corner of said section, and running North along said West section line 370 feet, more or less, to the Southwesterly boundary of a right of way known as Summit Drive; thence Southwesterly along said boundary 280 feet, more or less, to a point on the Northwesterly boundary of the aforesaid boundary of the right of way known as Park West Drive; thence Southwesterly along said boundary 300 feet, more or less, to the point of commencement.

LEASED PROPERTY

PARCEL J:

Township 2 South, Range 3 East, Salt Lake Base and Meridian:
Section 2: All.

PARCEL OSG:

Township 2 South, Range 3 East, Salt Lake Base & Meridian:
Section 1: Lots 3, 4, 5, and 6.
Section 3: Lots 1, 2, 7, 8, 9, 10 and the SE 1/4.

PARCEL A-3

Northerly 162.40 feet of LOT 20, and ALL of LOT 21 and the East Half of LOT 19, PARK CITY WEST, PLAT NO. 2, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

ALSO, the following described parcel:

COMMENCING at a point which is on the intersection of the South Section line of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and the West boundary of a parcel currently owned by WOLF MOUNTAIN RESORTS, L.C., and which is West 1265.79 feet, more or less, from the Southeast Corner of said Section; thence North 572.40 feet, more or less, to the Northwest Corner of the aforesaid parcel owned by WOLF MOUNTAIN RESORTS, L.C.; thence West 191 feet, more or less, to the Northeast Corner of LOT 21, PARK CITY WEST, PLAT NO. 2, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder; thence South 572.40 feet, more or less, to a point on the aforesaid South Section line; thence East along said Section line 191 feet, more or less, to the point of commencement.

Also, the Southerly 50 feet of LOT 20, PARK CITY WEST, PLAT NO. 2, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

PARCEL B-1:

LOTS 1, 2, 28, 29 and the North 46 feet of LOT 27, PARK CITY WEST, PLAT NO. 2, SUBDIVISION, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

PARCEL B-2:

COMMENCING at a point which is North 1253 feet and West 1336.11 feet from the Southeast Corner of **Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian**, and proceeding thence North $0^{\circ}06'35''$ West 66 feet, more or less, to the North boundary of Park West Drive; thence West along said boundary 668.29 feet, more or less, to a point on the West line of the ~~E-SW~~^{SE} of said Section 36; thence South $0^{\circ}10'03''$ East along said West line 66 feet, more or less, to the Northwest Corner of Park City West, Plat No. 2; thence East along the North boundary of said plat 668.04 feet, more or less, to the point of commencement.

PARCEL B-3:

COMMENCING at the Northeast Corner of **LOT 29, PARK CITY WEST, PLAT NO. 2**, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder, which point is approximately North 1253 feet and West 1547 feet from the Southeast Corner of **Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian**, and running East therefrom along the South boundary of a 66 foot right of way known as Park West Drive 160 feet, more or less, to a point on said boundary which is West 1387 feet, more or less, from the East line of said Section 36; thence South 272.24 feet; thence West 160 feet, more or less, to a point on the East boundary of the aforesaid Plat; thence North along said East boundary 272.24 feet, more or less, to the point of commencement.

PARCEL C:

COMMENCING at a point which is North 1360.64 feet and West 782.23 feet from the Southeast Corner of **Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian**, which point is also the Southwest Corner of **PARK WEST CONDOMINIUMS (GEORGETOWN PORTION)** according to the Official Plat thereof; thence following the Southerly line of said Condominiums, North $71^{\circ}30'$ East 104.58 feet; thence North $20^{\circ}28'28''$ West 125.00 feet; thence North $64^{\circ}08'$ East 212.10 feet; thence South 40° East 228.35 feet; thence South $78^{\circ}48'$ East 152.95 feet; thence 249.38 feet along the North right of way line of Park West Drive, and along the arc of a 320 foot radius curve to the left through a central angle of $44^{\circ}39'06''$ [chord bears North $79^{\circ}40'27''$ East 243.119 feet] to a point on the East section line of Section 36; thence South $0^{\circ}00'26''$ East 189.29 feet, more or less, along said section line to a point which is North 1253 feet from the Southwest Corner of Section 36; thence West 1336.11 feet, more or less, to the West line of the ~~SE~~^{SE} of Section 36; thence Northerly along said West line 250 feet; thence North $72^{\circ}45'44''$ East 407.95 feet, more or less, to the Westernmost angle in the boundary of the **PARK WEST CONDOMINIUMS**; thence South $18^{\circ}28'40''$ East along said boundary

89.02 feet; thence South 37°14'50" East along said boundary 224.88 feet to the point of commencement.

LESS and EXCEPTING THEREFROM any portion thereof within the bounds of RED PINE TOWNHOUSES, according to the Record of Survey recorded in the Office of the County Recorder.

PARCEL D:

COMMENCING at the most Westerly point on the boundary of the PARK WEST CONDOMINIUMS which point is North 1624 feet and West 946.80 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 50°00' East 278.50 feet; thence East 102.03 feet; thence North 50°00' East 247.14 feet; thence North 40°00' West 191.53 feet; thence North 89°27' West 772.42 feet, more or less, to a point on the 1/16 section line; thence North 0°06'35" West 208.04 feet, more or less, along said 1/16 section line to the Northeast Corner of the ~~S-NE-1/4-SE-1/4~~ of said Section 36; thence North 89°22'19" West along the North boundary of the aforesaid half quarter quarter quarter 669.19 feet, more or less, to the Northwest Corner of said half quarter quarter quarter; thence South 0°10'03" East along the West boundary of said half quarter quarter quarter 333.04 feet, more or less, to the Southwest Corner thereof; thence North 89°27'39" West along the North boundary of the ~~N-SW-1/4-NW-SE-1/4~~ of said Section 36 668.84 feet, more or less, to the Northwest Corner of said half quarter quarter quarter; thence South 0°13'31" East along the West boundary of said half quarter quarter quarter 338.16 feet, more or less, to the Southwest Corner thereof; thence South 89°53'59" East along the South boundary of said half quarter quarter quarter 668.45 feet, more or less, to the Southeast Corner thereof; thence South 0°10'03" East 162.20 feet, more or less, to a point which is North 1503.11 feet from the South section line of Section 36; thence East 668.29 feet to a point on the East boundary line of the ~~SE-1/4-NW-SE-1/4~~ of Section 36; thence North 72°45'44" East 407.95 feet, more or less, to the point of commencement.

AND ALSO: BEGINNING at the Southeast Corner of the property described as **PARCEL N** in the Warranty Deed recorded February 19, 1995, as Entry No. 424516 in Book 866 at Page 818 of Official Records, which is also described as the Southeast Corner of the ~~SW-1/4-NW-SE-1/4~~ of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence along the East line of the property so described North 0°10'03" West 184.11 feet, more or less, to the South line of the property described as **PARCEL D** in the Special Warranty Deed recorded November 27, 1996, as Entry No. 468164 in Book 1010 at Page 606 of Official Records, and running thence along the South line of the property so described, East 668.29 feet, more or less, to a point which is described in said deed as being on the East line of the ~~SE-1/4-NW-SE-1/4~~ of Section 36; thence South 184.11 feet, more or less, to the Northeast Corner of the property described as

PARCEL B-2 in the Special Warranty Deed recorded November 27, 1996, as Entry No. 468164 in Book 1010 at Page 606 of Official Records, which point is also described as the North line of Park West Drive; thence West along the North of said Park West Drive and said deed line 668.04 feet, more or less, to a point of beginning.

PARCEL G-1:

COMMENCING at a point which is North 2458.79 feet and East 747.03 feet from the Southwest Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 150.2 feet, more or less, to a point on the Northeast Corner of the boundary of the PARK WEST CONDOMINIUMS [CLUSTER PORTION] according to the Official Plat thereof, on file and of record in the Office of the Summit County recorder, and as amended by subsequent deeds; thence West along said boundary 255.08 feet; thence Southwest along said boundary 99 feet, more or less; thence South along said boundary 70 feet; thence West along said boundary 215.50 feet; thence South 40° West along said boundary 168 feet; thence South 50°17' East along said boundary 89.03 feet; thence South 69°24' West along said boundary 60 feet; thence North 20°36' West along said boundary 30 feet; thence South 69°24' West along said boundary 60 feet; thence South 20°36' East along said boundary 117.30 feet; thence North 69°24' East along said boundary 60 feet; thence South 20°36' East along said boundary 30 feet; thence North 69°24' East along said boundary 60 feet; thence South 2°29' East along said boundary 36.10 feet; thence South 45°30' West along said boundary 51.85 feet; thence Southwesterly 22 feet, more or less, along said boundary and along the arc of a 15.27 foot radius curve to the right through a central angle of 84°35'51" (chord bears South 87°47'56" West 20.19 feet) to a point on the Easterly line of Summit Drive; thence Northwesterly 91.60 feet, along said street line and the arc of a 290 foot radius curve to the left through a central angle of 18°05'51" (chord bears North 58°57'06" West 91.22 feet); thence along said street line North 68°00' West 73.72 feet, more or less, to a point on the West section line of Section 31; thence North along said section line 240 feet, more or less, to a point which is North 2103.17 feet from the Southwest Corner of Section 31 and is the Southwest Corner of the property described in that certain Warranty Deed recorded November 16, 1990, as Entry No. 332849 in Book 587 at Page 19 of Official Records, thence following said deed for the following four (4) courses: East 35.52 feet; thence North 101.10 feet; thence East 342 feet; thence North 254.18 feet; thence East 325 feet, more or less, to the point of commencement.

PARCEL G-2:

COMMENCING at a point which is on the East section line of Section 36, Township 1 South, Range 3 East, Salt Lake Base and

Meridian, which point is South 543.33 feet from the Northeast Corner of the Southeast Quarter of said section, and running thence South along the section line to a point on the North boundary of a right of way known as Park West Drive; thence Westerly 150 feet, more or less, along said boundary to a point which is on an angle between the South boundary and the East boundary of the PARK WEST CONDOMINIUMS (GEORGETOWN PORTION) according to the official plat thereof on file and of record in the Office of the Summit County Recorder (as amended by subsequent deeds); thence North 18°22'45" West 69.41 feet along said East boundary; thence North 15°45'01" West along said boundary 27.04 feet; thence North 14°18'58" West along said boundary 17.39 feet; thence North 49°23'05" East along said boundary 85.63 feet; thence North 4°50' West along said boundary 163 feet; thence North 54°51' West along said boundary 123.18 feet; thence North 50°00' East along said boundary 60.97 feet to a point 45.00 feet perpendicularly distant Northeasterly from the Easterly edge of a railroad tie retaining wall, being the most Southerly Corner of that certain 'Parcel C' conveyed and described in Special Warranty Deed to PARK WEST LAND COMPANY, a Utah limited partnership, recorded December 19, 1994, as Entry No. 421226 in Book 857 at Page 331 of Official Records, thence parallel with said retaining wall North 46°49'43" West along the Westerly boundary of said 'Parcel C', 146.55 feet; thence North 57°00' East 101.48 feet to a point on the Easterly boundary line of the PARK WEST CONDOMINIUMS (GEORGETOWN PORTION) according to the Official Plat thereof, on file with the Office of the Summit County Recorder, said point also being North 1988.35 feet and West 194.81 feet from the Southeast Corner of said Section 36; thence North 40°00' West along the boundary of said PARK WEST CONDOMINIUMS (GEORGETOWN PORTION) 24.18 feet; thence South 57°00' West along said boundary 113.34 feet; thence South 50°00' West along said boundary 94 feet; thence North 40°00' West (along said boundary for the first 100.70 feet) 270 feet, more or less, to a point which is South 543.33 feet from the North line of the South Half of the aforesaid Section 36; thence Easterly 550 feet, more or less, to the point of commencement.

LESS and EXCEPTING THEREFROM that portion conveyed by Special Warranty Deed dated November 21, 1994, to all of the Unit Owners of the PARK WEST CONDOMINIUMS, recorded December 19, 1994, as Entry No. 421224 in Book 857 at Page 328 of Official Records, and being more particularly described as follows:

Parcel D: Commencing at an angle point on the Easterly boundary line of the PARK WEST CONDOMINIUM (GEORGETOWN PORTION) according to the Official Plat thereof, on file with the Office of the Summit County Recorder, said point of Commencement being shown on said plat to be North 1558.39 feet and West 105.54 feet from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence along said Easterly condominium boundary line North 7°31' East 1.92 feet; thence North 4°50' West 163.00 feet; thence North

54°51' West 123.18 feet; thence North 50°00' East 60.97 feet to a point which is 45.00 feet perpendicularly distant Northeasterly from the Easterly edge of a railroad tie retaining wall; thence parallel with said retaining wall South 46°49'43" East 173.58 feet; thence South 43°10'17" West 45.00 feet to the end of said retaining wall; thence South 12°30'55" West 124.72 feet to a sprinkler fixture; thence South 49°23'05" West 1.69 feet to the point of commencement.

ALSO, LESS AND EXCEPTING THEREFROM all that portion lying within the boundary lines of PARK WEST CONDOMINIUMS (GEORGETOWN PORTION), according to the Official plat thereof, as the same described and recorded on March 3, 1977, as Entry No. 136576 in the Office of the Summit County Recorder.

PARCEL G-3:

COMMENCING at a point on the West section line of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, which point is on the Northwesterly boundary of a right of way known as Park West Drive and is North 1000 feet, more or less, from the Southwest Corner of said section, and running North along said West section line 370 feet, more or less, to the Southwesterly boundary of a right of way known as Summit Drive; thence Southwesterly along said boundary 280 feet, more or less, to a point on the Northwesterly boundary of the aforesaid boundary of the right of way known as Park West Drive; thence Southwesterly along said boundary 300 feet, more or less, to the point of commencement.

Lease

**SULA No. 419
Parcel J (Section 2)**

Attached

SPECIAL USE LEASE AGREEMENT NO. 419

This Special Use Lease Agreement, hereinafter referred to as the "Lease", made and executed this 1st day of January, 1979, by and between the STATE OF UTAH, acting by and through the DIVISION OF STATE LANDS, 231 East Fourth South, Salt Lake City, Utah 84111, hereinafter called "LESSOR", and HALBET PROPERTIES, INC., a Utah corporation, duly qualified to do business in the State of Utah, whose address is Post Office Box 1598, Park City, Utah 84060, hereinafter called "LESSEE".

W I T N E S S E T H :

Lessor hereby leases and lets unto the Lessee, subject to the conditions hereinafter set forth, the following described real property situated in Summit County, State of Utah, to-wit:

Township 2 South, Range 3 East, SLH
Section 2: All

containing 807.28 acres, and hereinafter called the "Leased Premises".

SUBJECT TO the reservation of all minerals, rights-of-way, easements, all other valid interests therein, and subject to all of the terms and conditions of Grazing Lease 16685, dated January 1, 1971, by and between Lessor and George J. Condas, Salt Lake City, Utah and Grazing Lease 16703, dated January 1, 1971, by and between Lessor and D. A. Osguthorpe, Salt Lake City, Utah, for use in grazing sheep during the summer months.

1. PURPOSE:

This lease is granted for the express purpose of developing on the Leased Premises four (4) ski lifts for the sole purpose of ski recreation during the months only of November, December, January, February, March and part of April of each year.

2. TERM:

This Lease shall be effective for a term of 49 years commencing at 8:00 A.M. on the 1st day of January, 1979 and terminating at 8:00 A.M. on the 1st day of January, 2027, unless sooner terminated as hereinafter provided.

3. RENTALS:

Lessee agrees to pay Lessor, in advance, commencing on the 1st day of January, 1979, and on or before the 1st day of January of each and every year hereafter during the term of this Lease, the following payments:

(a) The sum of Three Dollars (\$3.00) per acre for 807.28 acres.

(b) The sum of \$1,200.00 for each ski lift, or whatever amount per ski lift that is determined based on research conducted concurrent with each year of Lessee's operations.

4. MINIMUM CONSTRUCTION:

Lessee shall construct or cause to be constructed on the Leased Premises improvements that shall include only ski lifts, a road or roads that could be constructed to enable construction and maintenance of the ski lifts. No other facilities are permitted for construction on the Leased Premises.

5. MINERAL LEASES:

This Lease shall be subject to the rights and privileges heretofore granted and which may be granted hereafter in mineral oil, and gas leases covering the Leased Premises by Lessor and this Lease does not authorize the prevention of obstruction of the reasonable exercise of the rights and privileges granted by such mineral oil and gas leases, provided such lease does not impair the rights granted under this Lease or destroy aesthetic values.

6. RIGHTS-OF-WAY:

Lessor reserves the right to use or grant use of any part or parts of the Leased Premises for roads, buildings or any other surface developments, excepting, however, restricted areas designated for ski lifts and ski runs. No buildings or construction will be placed on the areas designated as ski runs. Lessee shall not be entitled to any damages or adjustment in rentals from the Lessor for lands taken for those purposes provided, however, Lessee shall have the right to bargain for the value of any of Lessee's improvements on lands taken for such purposes from the agency initiating the taking of such lands pursuant to law.

7. TITLE:

Lessor makes no representation either expressed or implied as to the validity of its title to the Leased Premises, and Lessee shall have no claim for damages or refund against Lessor for failure or deficiency of Lessor's title to the Leased Premises.

8. MAINTENANCE:

Lessee shall maintain the improvements and Leased Premises to standards of repair, orderliness, neatness, sanitation and safety acceptable to the Lessor.

9. COMPLIANCE WITH ALL LAWS:

Lessee, in exercising the privileges granted by this Lease, shall comply with the regulations of all Federal, State, County and Municipal laws, ordinances, or regulations which are applicable to the Leased Premises and operations covered by this Lease.

10. FOREST FIRES:

Lessee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written consent of the Lessor or its authorized agent. Lessee agrees to indemnify Lessor for Lessor's actual costs of suppressing fires upon the Leased Premises which originate on the Leased Premises.

Lessee shall exercise due diligence in protecting from damage the land and property of the Lessor covered by and used in connection with this Lease, and shall pay the Lessor for any damage resulting from negligence or from the violation of the terms of this Lease or any law or regulation applicable to the forests by the Lessee, or by any agents or employees of the Lessee acting within the scope of their agency or employment. Lessee shall not be liable for fires resulting from acts of God or third parties.

11. REPAIRS OF ROADS:

Lessee shall engineer, construct and maintain a road or roads necessary for access to the Leased Premises to construct and place ski lift facilities. Water bars will be placed on all roads under the supervision of a representative of Lessor. Lessee agrees to reseed with prescribed grasses all disturbed surfaces.

12. CLEARING OF TREES FOR SKI RUNS:

Lessee agrees that no dozer will be used to scrape any vegetative cover on grounds in the process of assembling ski lift facilities except for surfaces required for roads. All trees will be hand cut and the tree limbs be lopped off and scattered on the ground surface for conservation of the soil cover.

13. RESTORATION:

Except as otherwise provided herein, upon abandonment, termination, revocation, or cancellation of this Lease, the Lessee shall remove, within a reasonable time, all structures and improvements, except those owned by the Lessor, and shall restore the site to its natural state, unless otherwise agreed upon in writing or in this Lease. If the Lessee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the Lessor, but that will not relieve the Lessee of liability for the cost of their removal and the restoration of the site. In the event Lessor shall become the owner of said improvements as provided herein, Lessee shall not be responsible for restoration of the site.

14. LEASE NOT TRANSFERABLE:

This Lease is not transferable without the express written consent of the Lessor being first had and obtained. If the Lessee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceedings, shall cease to be the owner of the physical improvements, other than those owned by the Lessor on the Leased Premises, and is unable to furnish adequate proof of ability to redeem or otherwise re-establish title to said improvements, this Lease shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a Lessee, and is willing that his future occupancy of the Leased Premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the Leased Premises shall be authorized by a Lease to him, which may be for the unexpired term of this Lease or for such new period as the circumstances justify.

15. PERFORMANCE BY OTHER THAN LESSEE:

The acquisition or assumption by an 00040208 Page 77 of 178 Summit County

the Lessee of any right or obligation of the Lessee under this Lease shall be ineffective as to the Lessor unless and until Lessor shall have been notified of such agreement and shall have recognized and approved it in writing signed by the Lessor who executes this Lease, and in no case shall such recognition or approval:

- (a) Operate to relieve the Lessee of the responsibilities or liabilities assumed hereunder; or
- (b) Be given unless such other party:
 - (1) Is acceptable to Lessor as a Lessee, and assumes in writing all of the obligations to the Lessor under the terms of this Lease as to the incomplete portion thereof, or
 - (2) Acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

16. SUBLEASE:

Lessee shall not assign this Lease or sublease, in whole or in part, without the prior written consent of Lessor being first had and obtained.

17. INDEMNIFICATION:

The Lessee shall indemnify the Lessor against any liability for damage to life or property arising from Lessee's occupancy or use of the Leased Premises pursuant to this Lease.

18. INSURANCE:

Lessee shall secure, or cause to be secured during the life of this Lease, such public liability insurance and in such amounts as shall be acceptable to Lessor and as shall be required by law. The coverage shall extend to property damage, bodily injury, or death arising out of the Lessee's activities under this Lease including, but not limited to, the occupancy or use of the Leased Premises and the construction, maintenance, and operation of the structures-facilities, or equipment authorized by this Lease. Such insurance shall also name the Lessor as a co-insured and provide for specific coverage of the Lessee's contractually assumed obligation to indemnify the Lessor. The Lessee shall require the insurance company to send an authenticated copy of its insurance policy to the Lessor immediately upon issuance of the policy. The policy shall also contain a specific provision or rider to the effect that the policy will

not be cancelled or its provisions changed or deleted before thirty (30) days written notice to Lessor at 231 East Fourth South, Salt Lake City, Utah, by the insurance company.

19. BONDS, PERFORMANCE:

As a further guarantee of the faithful performance of the provisions of this Lease, Lessee agrees to deliver and maintain a surety bond of no less than \$20,000.00 or in such amounts as shall be acceptable to the Lessor and as required by law. Lessee shall deliver said bond prior to undertaking any construction upon the Leased Premises and prior to any removal of improvements and restoration of the Leased Premises. Should the sureties or the bonds delivered under this Lease become unsatisfactory to the Lessor, the Lessee shall, within thirty (30) days of demand, furnish a new bond with surety, solvent and satisfactory to the Lessor.

Lessee's surety bond will be released thirty (30) days after certification by the Lessor that all construction pursuant to the Master Development Plan is complete, and upon furnishing by the Lessee of proof satisfactory to the Lessor that all claims for labor and material have been paid or released and satisfied.

20. POLLUTION:

Lessee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Lease.

21. WATER POLLUTION:

No waste or by-products shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

22. AESTHETICS:

Lessee shall protect the scenic aesthetic values of the area under this Lease, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements thereon.

23. SURVEYS:

Lessee shall take reasonable precautions to protect, in place all public land survey monuments, private property corners.

24. VANDALISM:

Lessee shall take reasonable measures to prevent and discourage vandalism or disorderly conduct, and when necessary, call in the appropriate law-enforcement officer.

25. ADVERTISING:

Lessee, in its advertisements, signs, circulars, brochures, letter-heads and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of this Lease, or the area covered by it or tributary thereto.

The fact that the Leased Premises are located upon State-owned land shall be made apparent in all of the Lessee's brochures regarding use and management of the area and facilities under this Lease.

26. TREASURE TROVE:

It is hereby understood and agreed that all treasure trove and all articles of antiquity in or upon the Leased Premises are and shall remain the property of the State of Utah.

27. LESSEE REPRESENTATIVE:

Lessee or its designated representative or representatives shall be present on the Leased Premises at all times when the facilities are open to the public.

28. RELINQUISHMENT OR SURRENDER:

Lessee may relinquish or surrender this Lease at any time during the

term hereof by giving Lessor one year's advance written notice, and by paying all rentals due to the effective date of such relinquishment or surrender, provided, all accounts are in good standing and all terms and conditions have been performed by Lessee. The relinquishment or surrender shall become effective upon written acceptance thereof by Lessor.

29. TERMINATION:

This Lease may be terminated by Lessor upon breach of any conditions hereof. If Lessor determines that Lessee has breached any conditions of this Lease, Lessor shall notify Lessee in writing by certified mail, return receipt requested, specifying the particular breach. If Lessee takes such corrective action to the satisfaction of Lessor within thirty (30) days from the date of such notice, there shall be no breach. If Lessee fails to correct such breach to Lessor's satisfaction within the time herein specified, Lessor may terminate this Lease upon expiration of the said thirty days; provided, however, such termination shall not release Lessee from liability for damages accrued prior to such termination.

30. LAWS, RULES AND REGULATIONS:

This Lease is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules and regulations as may be hereafter promulgated by the State, provided that such laws and any such rules and regulations do not impair the rights granted hereunder or enlarge any obligations hereby assumed.

31. NOTICES:

All written notices required to be given to Lessee pursuant to the provisions of this Lease shall be effective upon personal delivery upon any officer of Lessee or by certified mail, postage prepaid, directed to:

Halbet Properties, Inc.
P. O. Box 1598
Snyderville, Utah 84060

or directed to any address of Lessee subsequently known where such corporate officer acts as recipient of mail.

32. CORPORATION STATUS NOTIFICATION:

Lessee shall furnish Lessor a copy of the Articles of Incorporation, a copy of the corporation's Bylaws, and, in addition, an authenticated copy of the resolution of the Board of Directors specifically authorizing one certain individual or individuals to represent the Lessee in its dealing with the Lessor. Also, the Lessee will furnish the Lessor a list of officers and directors of the corporation and their addresses and promptly notify Lessor of any changes. A List of the principal stock holders and amount of stock owned by each will be furnished the Lessor on its request.

IN WITNESS WHEREOF, the parties hereto have executed this Special Use Lease as of the day and year first above written.

LESSOR:

STATE OF UTAH
DIVISION OF STATE LANDS
231 EAST FOURTH SOUTH
SALT LAKE CITY, UTAH, 84111

BY W.K. Dinehart
DIRECTOR

LESSEE:

HALBET PROPERTIES, INC.

BY J. E. Roberts
TITLE President

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On the 29th day of January, 1979, personally appeared before me William K. Dinehart, who being by me first duly sworn did say that he is the Director of the State Land Board of the State of Utah and that the foregoing instrument was signed in behalf of the said Board by resolution of the Board, and the said William K. Dinehart acknowledged to me that said Board executed the same in behalf of the State of Utah.

William K. Dinehart
NOTARY PUBLIC
Residing at Salt Lake City, Utah

My Commission Expires:

11-27-81

STATE OF UTAH)
COUNTY OF Summit) ss.

On the 25 day of January, 1979, personally
appeared before me J. E. Roberts,
who being by me first duly sworn, did say that he is the President
_____ of Halbet Properties, Inc. and that the
foregoing instrument was signed in behalf of said corporation by resolution
of its Board of Directors, and the said J. E. Roberts
acknowledged the same.

My Commission Expires:

3/19/82

Melanie S. Becken
NOTARY PUBLIC
Residing at Summit County

AMENDED

SPECIAL USE AGREEMENT NO. 419

Amended as of May 1, 1981

This Special Use Lease Agreement is made and executed this 22 day of May, 1981, by and between the STATE OF UTAH, acting by and through the Department of Natural Resources, Division of State Lands, 231 East Fourth South, Salt Lake City, Utah 84111, hereinafter called "Lessor," and HALBET PROPERTIES, INC., a Utah Corporation, whose address is Box 1598, Park City, Utah 84060, hereinafter called "Lessee."

RECITALS

A. Lessor is the owner of the following lands situated in Summit County, Utah (hereinafter referred to as the "Leased Premises"):

Township 2 South, Range 3 East, SLB and M

Section 2: All. (Containing 807.28 acres, more or less, in Summit County.)

B. Under date of January 1, 1979, Lessee and Lessor entered into a lease (hereinafter referred to as the "Winter Lease") whereby Lessor granted Lessee the exclusive right to develop on the Leased Premises four (4) ski lifts. The Winter Lease was amended under date of February 13, 1980.

C. Lessor and Lessee now desire to amend the Winter Lease to provide for full year use of the Leased Premises by Lessee, to extend the lease term and to give Lessee the right to construct, occupy, use and maintain certain improvements on a portion of the Leased Premises.

NOW, THEREFORE, in consideration of the promises and covenants herein contained Lessor and Lessee hereby agree as follows:

Lessor hereby leases and lets unto the Lessee the Leased Premises subject to the conditions hereinafter set forth.

TO HAVE AND TO HOLD for a term of fifty-one (51) years beginning the first day of May, 1981, subject to the following terms and conditions:

1.1 The Leased Premises are to be used for the purpose of constructing, occupying, using, and maintaining the subject improvements and for all purposes related thereto. All improvements constructed on the Leased Premises shall comply with the applicable provisions of the Uniform Building Code, Current Edition, International Conference of Building Officials, except to the extent that Lessor in writing waives compliance therewith.

1.2 A Master Development Plan shall be submitted by Lessee as hereinafter provided, which may include, but shall not be limited to, a ski resort, commercial property, utilities, apartments, hotels, lodges, residential lots, and other public and private facilities associated with a recreational community, and all other matters pertaining thereto. Such submission shall be subject to the following:

(a) Lessee shall submit its proposed Master Development Plan to Lessor within one hundred and eighty days (180) from the date on which this amendment is executed.

(b) Upon submission of the proposed Master Development Plan to Lessor, Lessee shall petition the State Land Board to hold a public hearing on the proposed Master Development Plan, which hearing shall be held within 60 days from the date of said petition. Final action on the proposed Master Development Plan shall be taken by Lessor within 60 days of the public hearing.

(c) Lessee shall not exercise any of the rights granted hereunder until such time as Lessor issues its acceptance of the Master Development Plan. Acceptance by Lessor of the Master Development Plan shall not be construed as a waiver of the obligations

(S)

Section 6 of this Amended Lease. When accepted as aforesaid, the Master Development Plan shall become a part of this Lease to the same extent as if the same were fully set forth herein.

(d) In the event the Lessee shall fail for any reason to submit a Master Development Plan as herein provided, Lessor may, in its discretion, cancel this Lease.

2. Lessee agrees to pay rental for the Leased Premises as follows:

2.1 The annual rental shall be due on or before May 1 of each year during the lease term, and shall be equal to the greater of:

2.1.1 The total of the Lift Rent (computed under Section 2.3 hereof) the Improvements Rent (computed under Section 2.2 hereof), and the Land Rent (computed under Section 2.4 hereof), or

2.1.2 A minimum rental (the "Base Rent" herein) which shall be equal to Ten Thousand Dollars (\$10,000) for the first four years of the lease term (ending April 30 of 1982, 1983, 1984 and 1985), and Twenty Thousand Dollars (\$20,000) each year thereafter.

2.2 Lessee shall pay an annual rental (the "Improvements Rent" herein) which shall be based on the acreage which has been improved by Lessee with a structure on or before the date on which the Improvements Rent is due, and shall be computed as follows:

2.2.1 For a tract used exclusively for commercial purposes (restaurants, stores, etc.) the rental will be Forty Cents (\$.40) per square foot, or an amount equal to three per cent (3%) of the gross receipts of the commercial establishment during the immediately preceding rental year, which ever is the greater. For purposes of this Paragraph, the term "gross receipts" is hereby defined to mean receipts from gross sales of all business conducted upon the subject tract whether such sales be evidenced by check, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise and for services performed on or at the subject tract. Gross sales shall not include income for the rental of the real estate or improvements thereto (regardless of the time period involved), receipts from the sale of ski passes, sales of merchandise for which cash has been refunded or allowances made on merchandise claimed to be defective or unsatisfactory, or the amount of any sales, use or gross receipts tax imposed by any federal, state, municipal or governmental authority. Notwithstanding any sublease, the Lessee shall continue to be responsible to Lessor for compliance and enforcement of the terms and conditions of this Lease by persons or corporations to whom such lands and the operation of concessions may be sublet. Lessee's liability hereunder shall not apply to willful acts of third parties beyond the control of Lessee.

2.2.2 For parcels of land upon which are constructed buildings which are used exclusively for purposes which generate no significant gross receipts other than rental income (including primary residences, second homes, offices, condominium units, etc.) the annual rental due hereunder shall be equal to one percent (1%) of the fair market value of the improvements on such parcels. Said value shall initially be equal to the price at which the improvements are sold by the developer thereof or, if there is no sale, by appraisal. The rental fee shall be adjusted every five years during the term hereof (as of May 1 or 1986, 1991, 1996, 2001, 2006, 2011, 2016, 2021, 2026 and 2031) to equal 1% of the appraised fair market value of the improvements as of the date of adjustment. No rental shall be adjusted for any property unless the improvements have been completed for 3 years or more.

2.2.3 For any parcels upon which are constructed improvements which are used for commercial purposes and for the purposes described in Section 2.2.2 hereof (e.g., a building with a restaurant on the first floor and a condominium dwelling unit on the second floor) the rental for the commercial space shall be computed under Section 2.2.1 and the rental for the balance of the space shall be computed under Section 2.2.2 hereof.

2.2.4 All appraisals required by Section 2.2.2 hereof shall be performed by an appraiser who is acceptable to the Lessor. 0949208 Page 05 of 18 Summit County

cannot agree on an appraiser, the appraiser shall be selected by the Utah Chapter of the American Institute of Appraisers. The fees of any appraiser other than an employee of Lessor shall be paid by Lessee.

2.3 Lessee shall pay a further rental (the "Lift Rent" herein) equal to \$1,200 for each ski lift constructed upon the Leased Premises. The Lift Rent shall also be due on or before the first day of each rental year and shall be computed for each year by multiplying \$1,200 by the number of ski lifts which have been totally or partially completed by Lessee on the Leased Premises on the date on which the Lift Rent is due. The Lift Rent may be adjusted by Lessor based on research conducted by Lessor into comparable rentals concurrent with each year of Lessee's operations.

2.4 Lessee shall also pay an additional rental (the "Land Rent" herein) equal to \$6.00 for each acre of the Leased Premises other than the developed land on which the rent is computed under Sections 2.2 and 2.3 hereof.

2.5 The term "rental year" shall mean a period commencing on the first day of May of a calendar year and ending on the last day of April of the following calendar year.

2.6 Financial statements must be prepared at the end of each lease year, in accordance with the following:

2.6.1 Lessee shall furnish Lessor with a financial statement within sixty (60) days after the expiration of each lease year showing the amount of all rentals due under this Lease and the number and types of lots subleased during the year just ended.

2.6.2 Lessee shall furnish Lessor within ninety (90) days after January 1st of each lease year a statement of gross sales and of other income resulting from the operations under this Lease.

2.7 Accounting records must be maintained as follows:

2.7.1 For the purpose of administering this Lease and ascertaining that all sums due and payable hereunder are correct, Lessee agrees to make all of the accounting books and supporting records pertaining to its operations conducted under this Lease, as well as those of sublessees operating within the authority of this Lease, available for analysis by qualified representatives of Lessor. Review of accounting books and supporting records will be made at dates, times and places as will be convenient to Lessee and reviewers. Financial information so obtained will be treated as confidential information. Lessor may retain such records and keep them available for review or return them to Lessee when no longer needed.

2.7.2 Lessee shall follow generally accepted accounting principles in recording its financial transactions and reporting results to Lessor. Lessee shall maintain suitable systems of internal control to insure the recording of all revenue in the accounts and reports. Lessee shall, at the request of Lessor, have its records of gross receipts for each fiscal year audited by a Certified Public Accountant acceptable to Lessor, and shall furnish Lessor a complete copy of the Accountant's report.

2.8 Bank accounts shall be maintained separately by Lessee for the businesses conducted under this Lease, and not co-mingled with those for other businesses of Lessee.

2.9 Land which is used for recreational areas, roadways, walks, landscaping, natural areas and other common areas for which no usage charge is made shall be rent free except for the Base Rent.

2.10 If no substantial development pursuant to the Master Development Plan has taken place during the first six years of the new lease term, this amendment shall be subject to cancellation at Lessor's option. Such cancellation shall have no effect on the Winter Lease as previously amended, but shall operate only to invalidate this amendment.

3. Lessee shall indemnify and hold Lessor harmless from and against any claim or cause of action for injury or damage to person or

property in any way caused by or arising out of the activity or presence of Lessee or any invitee of Lessee upon the Leased Premises.

4. This lease grants to Lessee no rights to minerals, oil or gas on or under the subject property. Any such rights hereafter granted to others will be restricted so that they do not impair the rights granted to Lessee under this lease or result in the unreasonable destruction of aesthetic values.

5. Lessor asserts legal title to the Leased Premises but makes no covenants of warranty. Lessee shall have no claim for damages or refund against Lessor for failure or deficiency of Lessor's title to the Leased Premises.

6. Lessee, in exercising the privileges granted by this lease, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the Leased Premises and to the operations and activities of the Lessee which will be conducted pursuant to this lease. Specifically, no construction activities by Lessee on said premises shall commence without prior approval applicable to said activities from Summit County or other governmental entities. Lessee shall also comply with the provisions of the Utah Anti-Discriminatory Act (Chapter 35, Title 34 of the Utah Code Annotated (1953), as amended).

7. Lessor assumes no liability for damages as a result of fire originating on the Leased Premises and Lessee shall take all reasonable precautions to prevent and suppress fires. No material shall be disposed by burning in open fires during the closed season established by law or regulation without the written consent of the Lessor or its authorized agent. Lessee agrees to indemnify Lessor for Lessor's actual cost of suppressing fires upon the Leased Premises which originate thereon through the act or fires upon the Leased Premises which originate thereon through the act or neglect of Lessee. Lessee shall exercise due diligence in protecting from damage the land and property of the Lessor covered by and used in connection with the lease, and shall pay Lessor for any damage resulting from negligence or from the violation of the terms of this lease or any law or regulation applicable. Lessee shall not be liable for damage resulting from acts of nature or third parties.

8. This lease is not transferable without the express written consent of the Lessor being first had and obtained, except as otherwise provided in Paragraph 9 hereof. Except as otherwise provided in said Paragraph 9, if Lessee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceedings, shall cease to be the holder of this lease and is unable to furnish adequate proof of ability to redeem or otherwise re-establish title to said improvements, this lease shall be subject to cancellation.

9. The following provisions shall be applicable to all subleases, assignments or other agreements with third parties with respect to the Leased Premises:

9.1 Except as provided in subparagraph 9.2 below, the acquisition or assumption by another party under an agreement with Lessee of any right or obligation of Lessee under this lease shall be void ab initio unless and until Lessor shall have been notified of such proposed agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (a) operate to relieve the Lessee of the responsibilities or liabilities assumed by Lessee hereunder; or (b) be given unless such other party is acceptable to Lessor as a Lessee, and such party assumes in writing all of the obligations of the Lessee under the terms of this lease, as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

9.2 It is contemplated by the parties hereto that Lessee will enter many subleases of portions of the Leased Premises and that the sublessees may, in certain instances, desire to use their leasehold interests as security for construction and/or long-term financing. Notwithstanding the language of Section 9.1, the following provisions shall apply to all subleases:

9.2.1 Lessor's prior written consent to any such sublease shall

not be required provided that:

9.2.1.1 Such sublease is executed on a printed form which has been previously approved by Lessor, and

9.2.1.2 None of the printed language on the form has been deleted nor has any language been added which is contradictory to the language of the form or which changes the intent thereof.

9.2.2 No sublease shall be for a period extending beyond the expiration date of this lease as it presently exists or as it may be amended from time to time.

9.2.3 Lessee hereby assigns to Lessor all rental income derived from any subleases of any portion of the Leased Premises. Such assignment shall be solely for the purpose of securing payment of the rent required to be paid by Lessee hereunder.

9.2.4 No sublease shall be for more than 25% of the Leased Premises.

9.2.5 No sublease shall operate to relieve Lessee of any responsibilities or liabilities under this lease regardless of any language contained therein.

9.2.6 Any sublease may be pledged, assigned, transferred, mortgaged, hypothecated or otherwise conveyed without restriction and without requiring the consent of the Lessor.

9.2.7 If Lessee should default under this lease and if Lessor shall exercise its option to terminate this lease, all subleases on forms approved by Lessor shall continue for the terms therein specified as long as the covenants and obligations of the sublessees under the subleases are performed, it being the intention of the parties that the subleases shall continue in force if the obligations of the sublessees are performed, for the benefit of Lessor as successor to the rights of Lessee. Nothing herein shall be construed to prevent Lessor from taking over the rights of Lessee under said subleases or from exercising any of the Lessor's other rights under this lease.

9.2.8 Any sublessee may finance the construction and purchase of improvements on a subleased tract and in connection with said financing may pledge, assign, or otherwise convey to a financing institution or individual said sublessees' rights under such sublease and in and to such improvements (such rights being hereinafter referred to as the "collateral") as security for the repayment of loans. In case of default in the repayment of such loans said financing institution or individual may foreclose and exercise other remedies with respect to the collateral, and such foreclosure and exercise of other remedies shall not be deemed an act of default under this base lease; provided, however, that no interest so pledged, assigned, or conveyed shall be effective to cover more than said sublessee has acquired; and provided further, that Lessor shall not be deemed under any circumstances to have subordinated its paramount title as Lessor.

9.2.9 In the event of foreclosure and the exercise of other remedies with respect to the collateral, the financial institution or individual or assigns may take possession, and may use and continue to use such collateral as long as the covenants and obligations of Lessee with respect to the collateral are performed.

9.2.10 Lessor shall be bound by all provisions in the sublease forms which it has approved, particularly provisions regarding termination of the sublease in the event of default on the part of a sublessee.

9.3 Lessor shall not unreasonably withhold approval of any sublease form submitted to it by Lessee.

9.4 The parties hereto shall execute any and all additional documents reasonably necessary or reasonably required by a leasehold mortgagee which documents carry out the intent of this lease and/or are not in conflict therewith.

10. Lessee shall not commit waste on the Land of 478 Summit County

reasonable precautions in compliance with applicable laws to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this lease.

11. Lessee shall be bound by all of the provisions, conditions, and prohibitions of Chapter 14 of Title 73, Utah Code Annotated (1953) as amended. No waste or by-products shall be discharged which contain any substance in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

12. Lessee shall take reasonable precautions to protect, in place, all public land survey monuments and private property corners.

13. Lessee shall take reasonable measures to prevent and discourage vandalism or disorderly conduct, and when necessary, call in the appropriate law-enforcement officer.

14. Lessee agrees to permit Lessor free and unrestricted access to and upon the subject tract at all reasonable times for all lawful and proper purposes not inconsistent with the intent of this lease or with the reasonable exercise and enjoyment by the Lessee of the rights and privileges granted herein.

15. Lessee, in its advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of this lease, or the area covered hereby. The fact that the Leased Premises are located upon State-owned land shall be made apparent in all of the Lessee's brochures and advertising regarding use and management of the area and facilities under this lease except materials which deal only with the skiing facilities located on the Leased Premises.

16. It is hereby understood and agreed that all treasure trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. Lessee shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Section 63-18-27, Utah Code Annotated (1953), as amended.

17. Lessee may relinquish or surrender this lease at any time during the term hereof by giving Lessor one year's advance written notice, and by paying all rentals due to the effective date of such relinquishment or surrender plus an additional amount of \$10,000.00; provided, all accounts are in good standing and all terms and conditions have been performed by Lessee. The relinquishment or surrender shall become effective upon written acceptance thereof by Lessor. The relinquishment or surrender contemplated by this section shall not have the effect of terminating totally the leasehold interest of Lessee but shall cause the lease to revert to the form in which it existed on April 30, 1981 (The "Winter Lease").

18. This lease may be terminated by Lessor upon breach of any conditions hereof. If Lessor determines that Lessee has breached any conditions of this lease, Lessor shall notify Lessee in writing by certified mail, return receipt requested, specifying the particular breach. Lessee shall have thirty (30) days from the date of such notice, or such longer period as may reasonably be required under the circumstances, to correct such breach. If Lessee fails to correct such breach within such period, Lessor may terminate this lease upon thirty (30) days' notice; provided, however, such termination shall not release Lessee from liability for damage accrued prior to such termination.

19. This lease is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules and regulations as may be hereafter promulgated by the state, provided that any such rules and regulations do not impair the rights granted hereunder or enlarge any obligations hereby assumed.

20. All written notices required to be given to Lessee to Surrender

to the provisions of this lease shall be effective upon personal delivery upon any officer of Lessee, or by Certified Mail, postage prepaid, directed to:

Halbet Properties, Inc.
P.O. Box 1598
Park City, Utah 84060

or directed to any address of Lessee subsequently known where a corporate officer acts as recipient of mail.

21. It is expressly understood and agreed that this lease does not confer any rights upon Lessee to use any water presently developed on the subject lands.

22. Lessee shall maintain the Leased Premises to standards of repair, orderliness, neatness, sanitation, and safety as required by law and applicable.

23. All improvements constructed on the subject tract as permitted by this lease shall be the property of the Lessee. At any time during the term of this lease and for a period thirty (30) days thereafter, Lessee shall have the right to remove from the Leased Premises all or any improvements thereon, provided that Lessee shall properly restore any damage caused thereby to the Leased premises by Lessee's negligence.

24. Unless the prior approval of Lessor has been obtained, Lessee agrees that no bulldozer or other similar mechanical means will be used to scrape any vegetative cover on grounds in the process of assembling ski lift facilities except for surfaces required for roads and runs. Whenever trees or other vegetation need to be removed from proposed ski areas, Lessee shall revegetate such areas in accordance with standards established by the appropriate soil conservation agencies.

25. Without the prior express written consent of Lessor, Lessee shall not construct any improvements on the Leased Premises during the term of the lease unless:

25.1 Such improvements consist of ski lifts, roads, and such structures as are necessary for the efficient use of the ski lifts, e.g. lift operators' shelters, rest rooms, warming huts, or

25.2 Such improvements are constructed on the portion of the Leased Premises described in Schedule A attached hereto and made a part hereof by reference.

26. Lessee may engineer, construct and maintain a road or roads necessary for access to the Leased Premises to construct and place facilities. Water bars will be placed on all roads under the supervision of a representative of Lessor. Lessee agrees to reseed with prescribed grasses all disturbed surfaces.

27. Lessee shall secure, and cause to be maintained during the life of this lease, such public liability insurance and in such amounts as shall be acceptable to Lessor and as shall be required by law. The coverage shall extend to property damage, bodily injury, or death arising out of Lessee's activities under this lease including, but not limited to, the occupancy or use of the Leased Premises and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by the lease. Such insurance shall also name Lessor as a co-insured and provide for specific coverage or Lessee's contractually assumed obligation to indemnify Lessor. Lessee shall require the insurance company to send an authenticated copy of its insurance policy to Lessor immediately upon issuance of the policy. The policy shall also contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed or deleted until thirty (30) days after written notice to Lessor at 231 East Fourth South, Salt Lake City, Utah, by the insurance company.

28. As a further guarantee of the faithful performance of the provisions of the lease, Lessee agrees to deliver and maintain a surety bond of no less than \$20,000.00 or in such amounts as shall be acceptable to the Lessor and as required by law.

prior to undertaking any construction upon the Leased Premises and prior to any removal of improvements and restoration of the leased Premises. Should the sureties or the bonds delivered under this lease become unsatisfactory to Lessor, Lessee shall, within thirty (30) days of demand, furnish a new bond with surety, solvent and satisfactory to Lessor. Lessee's surety bond will be released thirty (30) days after certification by Lessor that all claims for labor and material have been paid or released and satisfied.

29. Lessee shall protect the scenic aesthetic values of the Leased Premises, and the adjacent land as far as compatible with the authorized use, during construction, operation, and maintenance of the improvements thereon.

30. Lessee or its designated representative or representatives shall be present on the Leased Premises at all times when ski facilities are open to the public.

31. In the event that Lessee shall receive a favorable decision from the State Engineer on an application to drill wells on The Leased Premises or to divert water from Red Pine Creek at certain points located on the Leased Premises, Lessee shall be entitled to construct on the Leased Premises such wells, diversion boxes, pumping stations and pipelines as are required to divert and transport said water across the Leased Premises. Special emphasis shall be given by Lessee to the provisions of Paragraph 22 of the Lease Agreement as such facilities are constructed. Diversion shall be allowed only at the points specifically approved by the State Engineer.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names the day and year first above written.

LESSOR:

STATE OF UTAH
DIVISION OF STATE LANDS

By 
DIRECTOR

LESSEE:

HALBET PROPERTIES, INC.

By 

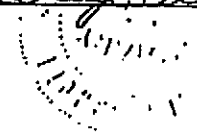
STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 22nd day of May, 1981, personally appeared before me William K. Meredith, who being by me duly sworn, did say that he is the Director of the Division of State Lands of the State of Utah and that the within instrument was signed in behalf of the said Division of State Lands by resolution of the State Land Board and said William K. Meredith acknowledged to me that said Board executed the same in behalf of the State of Utah.

Given under my hand and seal this 22nd day of May, 1981.

NOTARY PUBLIC James A. Smith
Residing at Salt Lake City, Ut

Commission Expires: 3-15-85



STATE OF UTAH)
COUNTY OF Summit)

On the 22nd day of May, 1981, personally appeared before me, J. E. Roberts, who being by me duly sworn, did say, that he is the President of Halbet Properties, Inc., a Utah corporation, and that the within instrument was signed in behalf of said corporation as Trustee by authority of a resolution of its board of directors, and said J. E. Roberts acknowledged to me that said corporation executed the same.

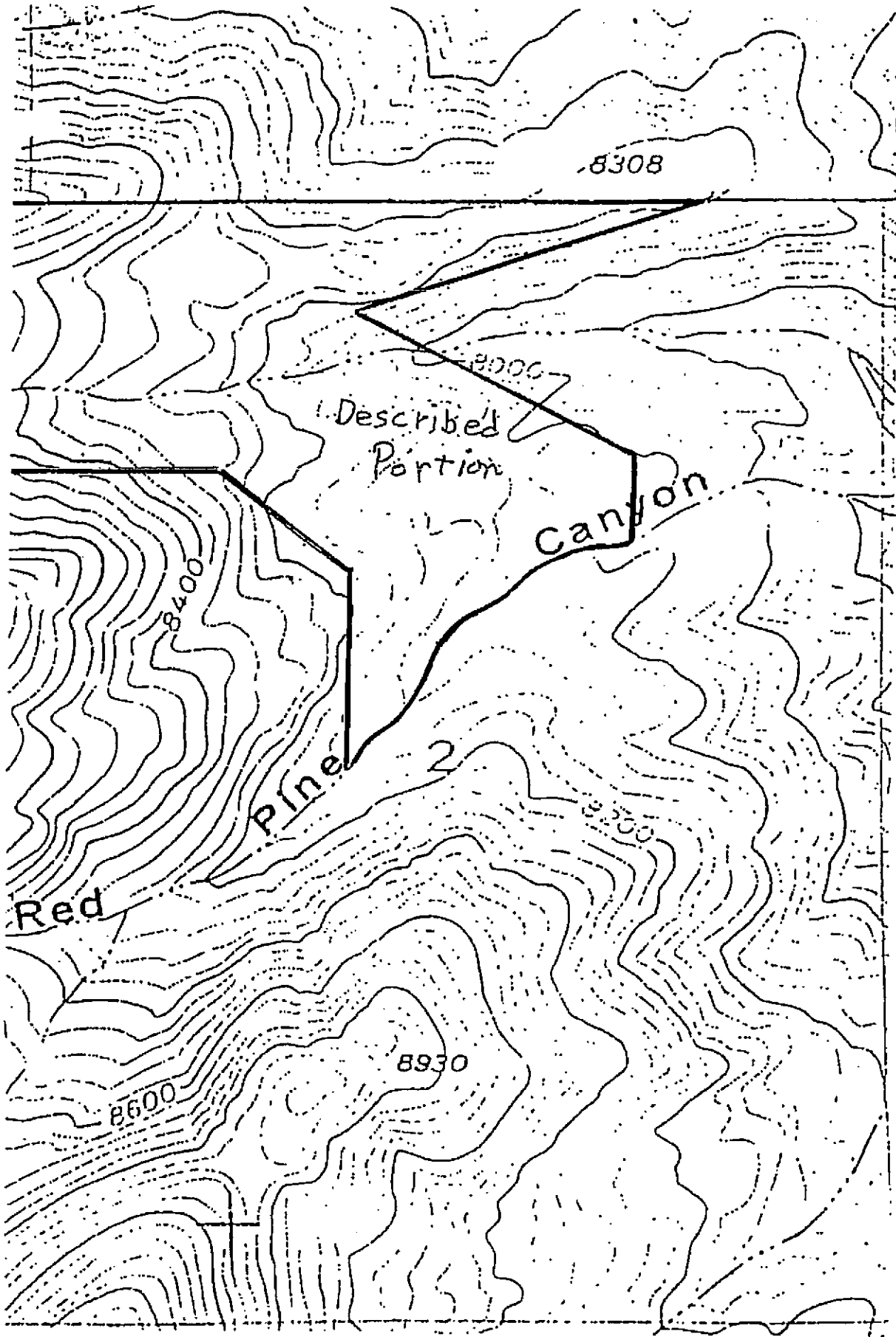
Given under my hand and seal this 22nd day of May, 1981.

NOTARY PUBLIC Daniel A. Custer
Residing at Park West Utah

My Commission Expires: 3-17-84



APPROVED AS TO FORM
DATE 3-17-84
BY [Signature]



This Special Use Lease Agreement, hereinafter referred to as the "Lease", made and executed this 1st day of January, 1979, by and between the STATE OF UTAH, acting by and through the DIVISION OF STATE LANDS, 231 East Fourth South, Salt Lake City, Utah 84111, hereinafter called "LESSOR", and HALSET PROPERTIES, INC., a Utah corporation, duly qualified to do business in the State of Utah, whose address is Post Office Box 1598, Park City, Utah 84060, hereinafter called "LESSEE".

W I T N E S S E T H :

Lessor hereby leases and lets unto the lessee, subject to the conditions hereinafter set forth, the following described real property situated in Summit County, State of Utah, to-wit:

Township 2 South, Range 3 East, Salt Lake Base & Meridian
Section 2: All Summit County

containing 507.25 acres, and hereinafter called the "Leased Premises".

SUBJECT TO the reservation of all minerals, rights-of-way, easements, all other valid interests therein, and subject to all of the terms and conditions of Grazing Lease 16685, dated January 1, 1971, by and between Lessor and George J. Condas, Salt Lake City, Utah and Grazing Lease 16703, dated January 1, 1971, by and between Lessor and D. A. Osguthorpe, Salt Lake City, Utah, for use in grazing sheep during the summer months.

1. PURPOSE:

This lease is granted for the express purpose of developing on the leased premises four (4) ski lifts for the sole purpose of ski recreation during the months only of November, December, January, February, March and part of April of each year. Unless and until otherwise directed by the Division, the lessee shall have exclusive use of the leased premises during said months.

2. TERM:

This lease shall be effective for a term of 49 years commencing at 5:00 a.m. on the 1st day of January, 1979 and terminating at 5:00 a.m. on the 1st day of January, 2028, unless sooner terminated as hereinafter provided.

3. RENTALS:

Lessee agrees to pay Lessor, in advance, commencing on the 1st day of January, 1979, and on or before the 1st day of January of each and every year hereafter during the term of this Lease, the following payments:

- (a) The sum of Three Dollars (\$3.00) per acre for 807.28 acres.
- (b) The sum of \$1,200.00 for each ski lift, or whatever amount per ski lift that is determined based on research conducted concurrent with each year of Lessee's operations.

4. MINIMUM CONSTRUCTION:

Lessee shall construct or cause to be constructed on the Leased Premises improvements that shall include only ski lifts, a road or roads that could be constructed to enable construction and maintenance of the ski lifts. No other facilities are permitted for construction on the Leased Premises.

5. MINERAL LEASES:

This Lease shall be subject to the rights and privileges heretofore granted and which may be granted hereafter in mineral oil, and gas leases covering the Leased Premises by Lessor and this Lease does not authorize the prevention of obstruction of the reasonable exercise of the rights and privileges granted by such mineral oil and gas leases, provided such lease does not impair the rights granted under this Lease or destroy aesthetic values.

6. RIGHTS-OF-WAY:

Lessor reserves the right to use or grant use of any part or parts of the Leased Premises for roads, buildings or any other surface developments, excepting, however, restricted areas designated for ski lifts and ski runs. No buildings or construction will be placed on the areas designated as ski runs. Lessee shall not be entitled to any damages or adjustment in rentals from the Lessor for lands taken for those purposes provided, however, Lessee shall have the right to bargain for the value of any of Lessee's improvements on lands taken for such purposes from the agency initiating the taking of such lands pursuant to law.



7. TITLE:

Lessor makes no representation either expressed or implied as to the validity of its title to the Leased Premises, and Lessee shall have no claim for damages or refund against Lessor for failure or deficiency of Lessor's title to the Leased Premises.

8. MAINTENANCE:

Lessee shall maintain the improvements and Leased Premises to standards of repair, orderliness, neatness, sanitation and safety acceptable to the Lessor.

9. COMPLIANCE WITH ALL LAWS:

Lessee, in exercising the privileges granted by this Lease, shall comply with the regulations of all Federal, State, County and Municipal laws, ordinances, or regulations which are applicable to the Leased Premises and operations covered by this Lease.

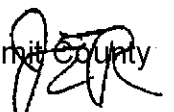
10. FOREST FIRES:

Lessee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without the written consent of the Lessor or its authorized agent. Lessee agrees to indemnify Lessor for Lessor's actual costs of suppressing fires upon the Leased Premises which originate on the Leased Premises.

Lessee shall exercise due diligence in protecting from damage the land and property of the Lessor covered by and used in connection with this Lease, and shall pay the Lessor for any damage resulting from negligence or from the violation of the terms of this Lease or any law or regulation applicable to the forests by the Lessee, or by any agents or employees of the Lessee acting within the scope of their agency or employment. Lessee shall not be liable for fires resulting from acts of God or third parties.

11. REPAIRS OF ROADS:

Lessee shall engineer, construct and maintain a road or roads necessary for access to the Leased Premises to construct and place ski lift facilities. Water bars will be placed on all roads under the supervision of a representative of Lessor. Lessee agrees to reseed with prescribed grasses all disturbed surfaces.



12. CLEARING OF TREES FOR SKI RUNS:

Lessee agrees that no dozer will be used to scrape any vegetative cover on grounds in the process of assembling ski lift facilities except for surfaces required for roads. All trees will be hand cut and the tree limbs be lopped off and scattered on the ground surface for conservation of the soil cover.

13. RESTORATION:

Except as otherwise provided herein, upon abandonment, termination, revocation, or cancellation of this Lease, the Lessee shall remove, within a reasonable time, all structures and improvements, except those owned by the Lessor, and shall restore the site to its natural state, unless otherwise agreed upon in writing or in this Lease. If the Lessee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the Lessor, but that will not relieve the Lessee of liability for the cost of their removal and the restoration of the site. In the event Lessor shall become the owner of said improvements as provided herein, Lessee shall not be responsible for restoration of the site.

14. LEASE NOT TRANSFERABLE:

This Lease is not transferable without the express written consent of the Lessor being first had and obtained. If the Lessee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceedings, shall cease to be the owner of the physical improvements, other than those owned by the Lessor on the Leased Premises, and is unable to furnish adequate proof of ability to redeem or otherwise re-establish title to said improvements, this Lease shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a Lessee, and is willing that his future occupancy of the Leased Premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the Leased Premises shall be authorized by a Lease to him, which may be for the unexpired term of this Lease or for such new period as the circumstances justify.

15. PERFORMANCE BY OTHER THAN LESSEE:

The acquisition or assumption by another party under an agreement with



the Lessee of any right or obligation of the Lessee under this Lease shall be ineffective as to the Lessor unless and until Lessor shall have been notified of such agreement and shall have recognized and approved it in writing signed by the Lessor who executes this Lease, and in no case shall such recognition or approval:

- (a) Operate to relieve the Lessee of the responsibilities or liabilities assumed hereunder; or
- (b) Be given unless such other party:
 - (1) Is acceptable to Lessor as a Lessee, and assumes in writing all of the obligations to the Lessor under the terms of this Lease as to the incomplete portion thereof, or
 - (2) Acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

16. SUBLEASE:

The Lessee shall not assign this Lease or Sublease, in whole or in part, without the prior written consent of Lessor being first had and obtained.

The Lessor hereby consents to the sublease of the Leased Premises by Lessee to Summit Recreation, Inc. which is a controlled subsidiary of Lessee. Such consent shall not relieve Lessee of any liability or responsibility under the Lease Agreement.

17. INDEMNIFICATION:

The Lessee shall indemnify the Lessor against any liability for damage to life or property arising from Lessee's occupancy or use of the Leased Premises pursuant to this Lease.

18. INSURANCE:

Lessee shall secure, or cause to be secured during the life of this Lease, such public liability insurance and in such amounts as shall be acceptable to Lessor and as shall be required by law. The coverage shall extend to property damage, bodily injury, or death arising out of the Lessee's activities under this Lease including, but not limited to, the occupancy or use of the Leased Premises and the construction, maintenance, and operation of the structures-facilities, or equipment authorized by this Lease. Such insurance shall also name the Lessor as a co-insured and provide for specific coverage of the Lessee's contractually assumed obligation to indemnify the Lessor. The Lessee shall require the insurance company to send an authenticated copy of its insurance policy to the Lessor immediately upon issuance of the policy. The policy shall also contain a specific provision or rider to the effect that the policy will



not be cancelled or its provisions changed or deleted before thirty (30) days written notice to Lessor at 231 East Fourth South, Salt Lake City, Utah, by the insurance company.

19. BONDS, PERFORMANCE:

As a further guarantee of the faithful performance of the provisions of this Lease, Lessee agrees to deliver and maintain a surety bond of no less than \$20,000.00 or in such amounts as shall be acceptable to the Lessor and as required by law. Lessee shall deliver said bond prior to undertaking any construction upon the Leased Premises and prior to any removal of improvements and restoration of the Leased Premises. Should the sureties or the bonds delivered under this Lease become unsatisfactory to the Lessor, the Lessee shall, within thirty (30) days of demand, furnish a new bond with surety, solvent and satisfactory to the Lessor.

Lessee's surety bond will be released thirty (30) days after certification by the Lessor that all construction pursuant to the Master Development Plan is complete, and upon furnishing by the Lessee of proof satisfactory to the Lessor that all claims for labor and material have been paid or released and satisfied.

20. POLLUTION:

Lessee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Lease.

21. WATER POLLUTION:

No waste or by-products shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.



22. AESTHETICS:

Lessee shall protect the scenic aesthetic values of the area under this Lease, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements thereon.

23. SURVEYS:

Lessee shall take reasonable precautions to protect, in place all public land survey monuments, private property corners.

24. VANDALISM:

Lessee shall take reasonable measures to prevent and discourage vandalism or disorderly conduct, and when necessary, call in the appropriate law-enforcement officer.

25. ADVERTISING:

Lessee, in its advertisements, signs, circulars, brochures, letter-heads and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of this Lease, or the area covered by it or tributary thereto.

26. TREASURE TROVE:

It is hereby understood and agreed that all treasure trove and all articles of antiquity in or upon the Leased Premises are and shall remain the property of the State of Utah.

27. LESSEE REPRESENTATIVE:

Lessee or its designated representative or representatives shall be present on the Leased Premises at all times when the facilities are open to the public.

28. RELINQUISHMENT OR SURRENDER:

Lessee may relinquish or surrender this Lease at any time during the



term hereof by giving Lessor one year's advance written notice, and by paying all rentals due to the effective date of such relinquishment or surrender, provided, all accounts are in good standing and all terms and conditions have been performed by Lessee. The relinquishment or surrender shall become effective upon written acceptance thereof by Lessor.

29. TERMINATION:

This Lease may be terminated by Lessor upon breach of any conditions hereof. If Lessor determines that Lessee has breached any conditions of this Lease, Lessor shall notify Lessee in writing by certified mail, return receipt requested, specifying the particular breach. If Lessee takes such corrective action to the satisfaction of Lessor within thirty (30) days from the date of such notice, there shall be no breach. If Lessee fails to correct such breach to Lessor's satisfaction within the time herein specified, Lessor may terminate this Lease upon expiration of the said thirty days; provided, however, such termination shall not release Lessee from liability for damages accrued prior to such termination.

30. LAWS, RULES AND REGULATIONS:

This Lease is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules and regulations as may be hereafter promulgated by the State, provided that such laws and any such rules and regulations do not impair the rights granted hereunder or enlarge any obligations hereby assumed.

31. NOTICES:

All written notices required to be given to Lessee pursuant to the provisions of this Lease shall be effective upon personal delivery upon any officer of Lessee or by certified mail, postage prepaid, directed to:

Halbet Properties, Inc.
P. O. Box 1598
Snyderville, Utah 84060

or directed to any address of Lessee subsequently known where such corporate officer acts as recipient of mail.



12. CORPORATION STATUS NOTIFICATION:

Lessee shall furnish Lessor a copy of the Articles of Incorporation, a copy of the corporation's Bylaws, and, in addition, an authenticated copy of the resolution of the Board of Directors specifically authorizing one certain individual or individuals to represent the Lessee in its dealing with the Lessor. Also, the Lessee will furnish the Lessor a list of officers and directors of the corporation and their addresses and promptly notify Lessor of any changes. A list of the principal stock holders and the amount of stock owned by each will be furnished the Lessor on its request.

13. WATER FACILITIES:

In the event that Lessee shall receive a favorable decision from the State Engineer on its application to divert water from Red Pine Creek at certain points located on the Leased Premises, Lessee shall be entitled to construct on the Leased Premises such diversion boxes and pipelines as are required to transport said water to its other property across the Leased Premises. Special emphasis shall be given by Lessee to the provisions of Paragraph 22 of the Lease Agreement as such facilities are constructed. Diversion shall be allowed only at the points specifically approved by the State Engineer."

IN WITNESS WHEREOF, the parties hereto have executed this Special Use Lease as of the day and year first above written.

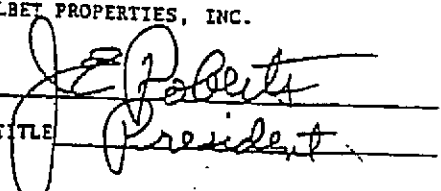
LESSOR:

STATE OF UTAH
DIVISION OF STATE LANDS
231 EAST FOURTH SOUTH
SALT LAKE CITY, UTAH 84111

BY 
DIRECTOR

LESSEE:

HALBET PROPERTIES, INC.

BY 
TITLE President

AMENDMENT TO
SPECIAL USE AGREEMENT NO. 419

The Amendment is for the purpose of amending that certain Amended Special Use Agreement No. 419 dated May 1, 1981 (the "Agreement" herein), which in turn amended the original agreement between the parties hereto which was dated January 1, 1979.

The Amendment is hereby amended in the following particulars:

1. Section 2.1.2. thereof is amended to read as follows:

"2.1.2 A minimum rental (the "Base Rent" herein) which shall be equal to Ten Thousand Dollars (\$10,000.00) for the first ten years of the lease term ending on April 30, 1991, and Twenty Thousand Dollars (\$20,000.00) each year thereafter."

2. Section 2.11 is to be added and will read as follows:

"2.1.3 The lessee is to submit an annual report on April 30 each year discussing development on his leased property during the past twelve months, and the economic and fiscal factors that have resulted in such development or nondevelopment."

3. Section 2.10 thereof is amended to read as follows:

"2.10 If no substantial development pursuant to the Master Development plan has taken place during the first twelve years of the new lease term (ending on April 30, 1993), the Base Rent shall be increased to \$40,000 annually for the remaining term of the lease. If no substantial improvement has taken place during the first sixteen years of the new lease term (ending on April 30, 1997) Lessor shall have the option to cancel the Agreement. Such option shall be exercised by written notice of exercise given to Lessee on or before April 1, 1997. The exercise of such option shall have no effect on the Winter Lease (as amended under date of February 13, 1980), but shall operate only to invalidate the amendment date May 1, 1981, referred to herein as the "Agreement".

ALL other provisions of the Agreement shall remain in full force and effect.

Dated as of the 1st day of May, 1987.

APPROVED AS TO FORM
DAVID L. WILKINSON

David Christensen

LESSEE:

HALBET PROPERTIES, INC.

BY: J. E. Roberts

PRESIDENT

LESSOR:

STATE OF UTAH
DIVISION OF STATE LANDS & FORESTRY

BY: [Signature]

DIRECTOR Page 105 of 176 Summit County

**AMENDMENT TO
SPECIAL USE LEASE AGREEMENT NUMBER 419**

This Amendment is for the purpose of amending that certain Amended Special Use Lease Agreement Number 419, dated May 1, 1981 (the "Agreement" herein), which in turn amended the original agreement between the parties hereto which was dated January 1, 1979.

The Agreement is hereby amended by adding a new Section 2.12 to read as follows:

2.12 The term 'substantial development' as used in Section 2.10 hereof shall mean the acquisition of an easement for, and the construction of one or more access roads from State Highway Number 224 to the leased premises, and the extension of utilities to the leased premises."

All other provisions of the Agreement shall remain in full force and effect.


Dated this 28 day of Feb., 1989.

APPROVED AS TO FORM:
R. PAUL VAN DAM



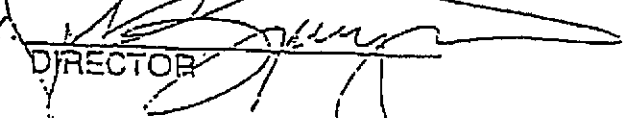
LESSEE:

HALBET PROPERTIES, INC.

BY: 
PRESIDENT

LESSOR:

STATE OF UTAH
DIVISION OF STATE LANDS & FORESTRY

BY: 
DIRECTOR

AMENDMENT TO SPECIAL USE LEASE AGREEMENT NO. 419

For the good and valuable consideration of acceptance of one thousand two hundred dollars (\$1,200) as a late penalty payment for the annual payment under SPECIAL USE LEASE AGREEMENT NO. 419, the undersigned hereby agrees, accepts and acknowledges that from this date forward paragraph number 30. of the SPECIAL USE LEASE AGREEMENT NO. 419 and subsequent amendments is applicable to those rules and regulations promulgated by the Division of State Lands, or successor agency, as of this date regarding the late payment of amounts due under the aforementioned lease as well as any penalties or obligations arising from such late payment.

AGREED AND ACCEPTED this 23rd day of May, 1995:

BY: 

Lessee:

Kenneth W. Griswold
Halbet Properties Inc.

Osguthorpe Lease

Attached

After recording Return to:
Wolf Mountain Resorts
4000 Park West Drive
Park City UT, 84060

(17)

NOTICE OF LEASE AGREEMENT

Kenneth W. Griswold hereby certify and affirm that this LEASE AGREEMENT dated the 14th day of August, 1996, is a true and accurate document of full legal force and effect for the legal parcels described as follows:

- (1) Lots 1, 4, 5 and 6 of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian which are defined approximately as follows: Commencing at the NW corner of said section thence South 2540 feet, thence East 2640 feet, thence North to the section line, thence West to the point of beginning (containing 160 acres); and
- (2) The East one-half of Section 3, Township 2 South, Range 3 East, Salt Lake Base and Meridian, sometimes described as Lots 1, 2, 7, 8, 9 and 10 and the SE one-fourth of said section (containing 400 acres, more or less).

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THIS DOCUMENT IS RECORDED
AS AN ACCOMMODATION ONLY.
OLD REPUBLIC TITLE COMPANY OF
UTAH MAKES NO REPRESENTATION
AS TO THE STATUS OF TITLE

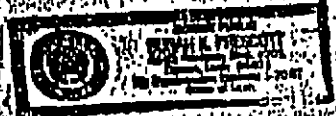
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1996 AUG 15 08106 AM FEE \$24.00 BY DMG
REQUEST: OLD REPUBLIC TITLE

Kenneth W. Griswold
Kenneth W. Griswold

On the 14th day of August, 1996, personally appeared before me Kenneth W. Griswold, the signer of the foregoing instrument individually who acknowledged to me that he executed the same.

My Commission Expires:

Susan K. Prescott
NOTARY PUBLIC
Residing at: *Park City, Utah*



LEASE AGREEMENT

THIS AGREEMENT is made by and between D.A. OSGUTHORPE and D.A. OSGUTHORPE FAMILY PARTNERSHIP as lessors and WOLF MOUNTAIN RESORTS, L.C. as lessee. D.A. Osguthorpe is the owner of real property described in Exhibit "A" (hereinafter referred to as the "Property"), consisting of approximately 560 acres. Wolf Mountain is a ski/summer resort operator and intends to expand its operation to the Property.

In consideration of the mutual covenants, promises and conditions set fourth herein, the parties agree as follows:

D.A. Osguthorpe hereby leases the specific portions of Property to Wolf Mountain for use as a commercial recreational area, including the installation, maintenance and operation of two ski lifts, snow making and clearing of ski trails and such other related facilities, structures and roads as may be required. Specifically Saddleback and Doc's Knob chair lifts as identified on Exhibit "A", including ski trails servicing Doc's Knob and lower sliver of the quarter section additionally identified on Exhibit "A". Notwithstanding the rights granted to Wolf Mountain herein, D.A. Osguthorpe shall be permitted to improve and to use the Property provided that such improvement or use does not interfere with ski lifts and similar structures and runs of Lessee. Ski trails, lifts and facilities shall not be constructed on the southernmost #6 (40 acres) and #5 (40 acres) other than those previously identified of the Property described in Exhibit "A" paragraph 1.

Wolf Mountain shall pay to D.A. Osguthorpe annual rental payments for the Property in the amount of \$100,000 due and payable on August 12 of each year. The term of the lease shall expire twenty eight years from the execution date of this agreement.

AGREED, GRANTED AND ACCEPTED, this 14th day of August, 1996.

D.A. Osguthorpe
D.A. Osguthorpe "Lessor"

Kenneth W. Griswold
Kenneth W. Griswold "Lessee"
Wolf Mountain Resorts, L.C.

D.A. Osguthorpe
D.A. Osguthorpe Family Partnership

WITNESS:

Stephen A. Osguthorpe
Harold H. Cousins

004-60392 .Bx00985 Pg00780

SECTION 3

SECTION 2

SADDLEBACK
SEI
LIFT

SNOWMOBILE
RATE
SUBJECT
TO
FIELD
VERIFICATION

EXHIBIT A

Kent Conrad
8/14/86

D.L. O'Connell
8/14/86

Stephen A. O'Connell
8/14/86

SNOWMOBILE
RATES
SUBJECT
TO
FIELD
VERIFICATION

Doc's
2/10/83
SEI
LIFT

00440592 8x00165 400711

Roberts Lease

Attached

DESCRIPTION OF WATER RIGHTS

1. The annual right to use 54.3 acre feet of Weber River Water Conservancy District [the "District"] water in accordance with the terms and conditions of a contracts dated April 19, 1978, by and between the District and J. E. Roberts and between the District and Elwood Nielson [subsequently assigned to J.E. Roberts], and 15.0 acre feet of District water in accordance with the terms and conditions of the Assignment dated May 21, 1975, between Park West Village, Inc. and J.E. Roberts and Marilyn H. Roberts, copies of which have been furnished to Purchaser. This right is subject to Purchaser's assumption of the obligation to pay to the District all fees attendant to such right commencing on January 1, 1995.
2. An undivided 42% interest in and to the rights to divert surface water as evidenced by an assignment dated May 11, 1990, and recorded on October 18, 1990, as Entry No. 331606 in Book 583, Page 179-182, in the records of the County Recorder of Summit County, Utah, from Silver Springs Water Co., et al, to Jack E. Roberts, a copy of which has also been furnished to Purchaser.
3. An undivided 42% interest in and to all other water rights or claims in the Wolf Mountain area which are presently owned by Seller and/or its members with the exception of 1 Community Water Co. connection presently being used at the 6 acre parcel of land located at the Northwest corner of Park West Drive and Highway 224.

KWg
KWg
AKB
B.D.B
MK

LEASE

LANDLORD: J.E. Roberts and Marilyn H. Roberts,
as trustees of the Marilyn H. Roberts Trust, Park West Properties,
Inc., Celestial Land Co., Ltd., Park West Land Co., Ltd.,
Snyderville Land Co., Ltd., Marilyn H. Roberts, as an individual

Date: June 30, 1997

TENANT: Wolf Mountain Resorts, L.C., a Utah limited liability
company whose address is 4000 Park West Drive, Park City,
Utah 84098

1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property and improvements located in Summit County, Utah and more particularly shown on Exhibit "A" (the "Premises") together with appurtenances including but not limited to water as more particularly described on Exhibit "B" attached hereto and made a part hereof.

2. Term. The term of this Lease shall commence on the date hereof and shall terminate upon the consummation of the transactions contemplated by the Land Sale Agreement of even date herewith ("Land Sale Agreement") by and between Landlord, as seller, and Tenant, as buyer and the Roberts Retirement Trust and Nine Star Development Company, L.C. Land Sale Agreements executed on February 2, 1995.

3. Rent. Rent for the Premises shall be \$100.00 per month ("Rent"). Rent shall be due when the transaction contemplated by the Land Sale Agreement is consummated.

4. Maintenance, Utilities, Taxes, and Insurance. The Premises shall be maintained by Tenant in good condition, subject to reasonable wear and tear. Tenant shall provide and pay for telephone, power, gas, water, sanitary sewer and public liability insurance. Landlord agrees to grant Tenant all easements necessary to install and maintain such utilities. Tenant shall pay all taxes and other assessments against the Premises. Tenant shall pay all taxes assessed against any improvements Tenant constructs on the Premises and Tenant's personal Premises.

5. Use; Alterations. The Premises and concert facilities shall be used and occupied by Tenant for the development and operation of a first class ski resort. The Premises shall not be used for mineral extraction or other uses unrelated to operating a ski resort.

6. Liens; Indemnity. Tenant shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises or the conduct of its business on the Premises during the term of this Lease.

7. Insurance. At its sole cost and expense, Tenant shall, at all times during the term of this lease, maintain in force for the benefit of Landlord (and naming Landlord as insured) personal liability insurance by the terms of which Landlord shall be insured against liability for damage to the Premises of, or bodily injury to, or death of, any person entering upon or using said Premises or any improvements constructed thereon, or any part thereof, and arising from the use and occupancy thereof. The policies shall be in form and amounts reasonably satisfactory to Landlord but not less than \$500,000 per person.

8. Net Lease. Except as otherwise provided in this section, it is intended by the parties hereto that this Lease be a net net net lease and that all rent payable hereunder shall be net to

Landlord and that Landlord shall have no expenses whatsoever related to the Premises or this Lease.

9. Use. Tenant agrees to use the Premises in compliance with all laws, ordinances and governmental regulations in effect during the term hereof.

10. Default by Tenant. The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by Tenant:

10.1 The vacating or abandonment of the Premises; or

10.2 The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder within 60 days of the due date thereof.

11. Remedies. In the event of any material default or breach by Tenant, Landlord may at any time thereafter, without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, pursue any of the following remedies:

11.1 Take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and either terminate this Lease or from time to time, without terminating this lease, re-let said Premises, or any part thereof for the account of Tenant either in Landlord's name or otherwise, upon such terms and conditions as Landlord shall determine, in which even the rents received on any such re-letting during the balance of the term of this Lease or any part thereof shall be applied first to the expenses of re-letting and collecting, including necessary renovation and alteration of the Premises and a reasonable attorney's fee and any real estate commission actually paid, and thereafter, toward payment of all sums due or to become due to Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Tenant shall pay to Landlord immediately any deficiency and Landlord may sue therefor; such deficiency shall be paid punctually when due, as herein provided, notwithstanding the fact that Landlord may have received rental in excess of the rental herein stipulated and notwithstanding the fact that Landlord may thereafter receive rental in excess of payments herein specified. No re-entry or taking possession of said Premises shall terminate this Lease unless written notice of such intention is given to Tenant.

11.2 Collect by suit or otherwise each installment of rent or other sum as it becomes due or enforce by suit or otherwise any covenant or condition or term of this Lease required to be performed by Tenant.

11.3 Terminate this Lease, in which event Tenant agrees to immediately surrender possession of said Premises and to pay Landlord all damages Landlord may incur by reason of Tenant's default, including legal fees and all other costs of recovering possession of said Premises.

11.4 Exercise any other remedy available under the laws of the State of Utah.

12. Default by Landlord. Default by Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than 60 days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than 60 days are required for performance, then Landlord shall not be deemed to be in default if Landlord commences such cure within such thirty-day period and thereafter diligently prosecutes the same to completion.

13. Notice. The parties hereto agree that this Lease shall be recorded in the official records of the Summit County Recorder's Office.

KWG
JMS

14. Costs. If Tenant or Landlord shall bring any action for any relief against the other arising out of this Lease, the losing party shall pay the successful party a reasonable sum for attorneys' fees and costs of collection, which shall be paid whether or not such action is prosecuted to judgment.

15. Ski Privileges. ASC Utah, Inc. shall provide ten family ski days per ski season for 20 years from the date hereof. During such ski days ASC Utah, Inc. shall provide lift passes to Marilyn Roberts and J.E. Roberts and their children, grandchildren and their spouses for skiing on that day at no cost.

16. Miscellaneous. This Lease constitutes the entire agreement between Landlord and Tenant relative to the leasing of the Premises. This Lease may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. All of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Utah. Any and all notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth on page 1 of this Lease.

LANDLORD:

TENANT:

MARILYN ROBERTS TRUST

WOLF MOUNTAIN RESORTS, L.C.

J E Roberts
J. E. Roberts, Trustee

By: Kenneth W. Griswold
Kenneth W. Griswold

Marilyn H Roberts
Marilyn H. Roberts, Trustee
By J E Roberts atty in fact
PARK WEST PROPERTIES, INC.

As consideration for the provisions as to only the obligations in paragraph 15

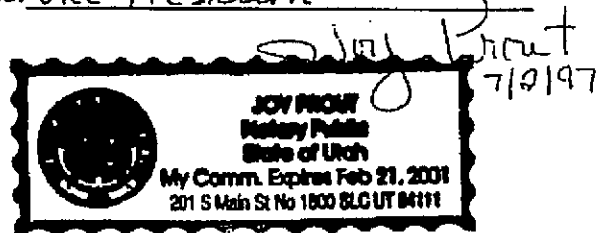
By: Jack E Roberts
Jack E. Roberts, President

ASC UTAH, INC., a Maine corporation

By: Julianne Cloutier
Print/Name: Julianne Cloutier
Title: Vice President

CELESTIAL LAND CO., LTD.

By: Jack E Roberts
Jack E. Roberts, General Partner



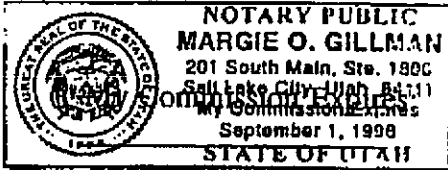
PARK WEST LAND CO., LTD.

By: Jack E Roberts
Jack E. Roberts, General Partner

Marilyn H Roberts
Marilyn H. Roberts, as an individual
By J E Roberts Atty in fact

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

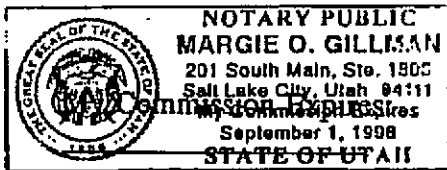
The foregoing instrument was acknowledged before me this 30th day of June, 1997, by Jack G. Roberts, as trustee of the Marilyn H. Roberts Trust.



NOTARY PUBLIC *Margie O. Gillman*
Residing at: *SLC, Utah*

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

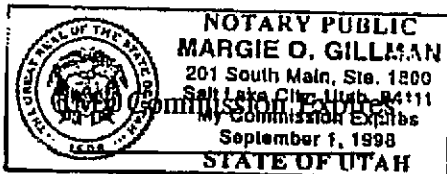
The foregoing instrument was acknowledged before me this 30th day of June, 1997, by Marilyn H. Roberts, as trustee of the Marilyn H. Roberts Trust.



NOTARY PUBLIC *Margie O. Gillman*
Residing at: *SLC, Utah*

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of June, 1997, by Jack E. Roberts, the President of Park West Properties, Inc.



NOTARY PUBLIC *Margie O. Gillman*
Residing at: *SLC, Utah*

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of ^{June} July, 1997, by Jack E. Roberts, the General Partner of Park West Land Co., Ltd.

NOTARY PUBLIC *Margie O. Gillman*
Residing at: *SLC, Utah*



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

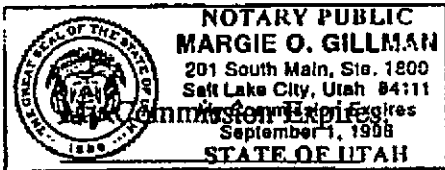
The foregoing instrument was acknowledged before me this _____ day of July, 1997, by Jack E. Roberts, the General Partner of Snyderville Land Co., Ltd.

NOTARY PUBLIC
Residing at:

My Commission Expires:

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

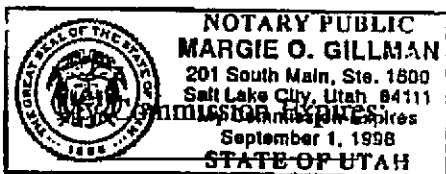
The foregoing instrument was acknowledged before me this 30th day of June, 1997, by Jack E. Roberts, the General Partner of Celestial Land Co., Ltd.



NOTARY PUBLIC *Margie O. Gillman*
Residing at: *SLC, Utah*

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of June, 1997, by Marilyn H. Roberts.



NOTARY PUBLIC *Margie O. Gillman*
Residing at: *SLC, Utah*

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of July, 1997, by Kenneth W. Griswold, Manager of Wolf Mountain Resorts, L.C.

NOTARY PUBLIC
Residing at:

My Commission Expires:

Exhibit "A"

PROPERTY DESCRIPTION

The real property referred to in the agreement to which this is attached as an exhibit is located in Summit County, Utah, and is described more particularly as follows:

Parcel A-3: "Commencing at a point which is on the South section line and which is West 1239.31 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, thence North 572.40 feet; thence West 217.48 feet, more or less, to the Northeast corner of Lot 21, Park City West Plat No. 2, according to the official plat thereof on file and of record in the office of the Summit County Recorder; thence South 572.40 feet, more or less, to a point on the aforesaid South section line; thence East along said section line 217.48 feet, more or less, to the point of commencement, together with the East half of Lot 19, all of lot 20 except the southerly 50 feet thereof, and Lot 21 of Park City West Plat No. 2, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

Parcel B-1: Lots 1, 2, 28, 29 & the North 46 feet of Lot 27 of Park City West Plat No. 2, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

Parcel B-2: Commencing at a point which is North 1253 feet and West 1336.11 feet from the Southwest corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and proceeding thence North 0° 06' 35" 66.0 feet, more or less, to the North boundary of Park West Drive; thence West along said boundary 668.29 feet, more or less, to a point on the West line of the East half of the Southwest quarter of the Southeast quarter of said Section 36; thence South 0° 10' 03" along said West line 66.0 feet, more or less, to the Northwest corner of Park City West Plat No. 2; thence East along the North boundary of said plat 668.04 feet, more or less, to the point of commencement.

Parcel B-3: Commencing at the Northeast corner of Lot 29 of Park City West Plat No. 2, according to the official plat thereof on file and of record in the office of the Summit County Recorder, which point is approximately North 1253 feet and West 1547 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, thence East therefrom along the South boundary of a 66 foot right-of-way known as Park West Drive 160 feet, more or less to a point on said boundary which is West 1387 feet, more or less, from the East line of said Section 36; thence and running South 272.24 feet; thence West 160 feet, more or less, to a point on the East boundary of the aforesaid Plat; thence North along said East boundary 272.24 feet, more or less, to the point of commencement.

Parcel C: Commencing at a point which is North 1360.64 feet, and West 782.23 feet from the Southeast corner of section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence Easterly along the North right-of-way line of Park West Drive and along the arc of a 1200 foot radius curve to the left 136.805 feet through a central angle of 6° 31' 55" [chord bears North 71° 15' 57" East 136.731 feet]; thence continuing along said North right-of-way and along the arc of 469.700 foot curve to the right 278.726 feet through a central angle of 34° 00' 00" [chord bears North 85° 00' 00" East 274.654 feet]; thence South 78° 00' 00" East along said North right-of-way 143.265 feet; thence 249.38 feet along the aforesaid North right-of-way and along the arc of a 320.00 foot radius curve to the left through a central angle of 44° 39' 06" [chord bears North 79° 40' 27" East 243.119 feet] to a point on the East section line of Section 36; thence South 0° 00' 26" 189.29 feet, more or less, along said section line to a point which is North 1253 feet from the Southwest corner of Section 36; thence West 1336.11 feet, more or less, to the West line of the Southeast quarter of the Southeast quarter of Section 36; thence Northerly along said West line 250 feet; thence North 72° 45' 44" East 407.95 feet, more or less, to the Westernmost angle in the boundary of the Park West Condominiums; thence South 18° 28' 40" East along said boundary 89.02 feet; thence South 37° 14' 50" East along said boundary 224.88 feet to the point of commencement.

Parcel D: Commencing at the most Westerly point on the boundary of the Park West Condo-miniums which point is North 1624.00 feet and West 946.80 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, and running thence North 50° 00' East 278.50 feet; thence East 102.03 feet; thence North 50° 00' East 247.14 feet; thence North 40° 00' West 191.53 feet; thence North 89° 27' West 772.42 feet, more or less, to a point on the 1/16 section line; thence North 0° 06' 35" 208.04 feet, more or less, along said 1/16 section line to the Northeast corner of the South half of the Northeast quarter of the Northwest quarter of the Southeast quarter of said Section 36; thence North 89° 22' 19" West along the North boundary of the aforesaid half quarter quarter 669.19 feet, more or less, to the Northwest corner of said half quarter quarter quarter; thence South 0° 10' 03" along the West boundary of said half quarter quarter quarter 333.04 feet, more or less, to the Southwest corner thereof; thence North 89° 27' 39" West along the North boundary of the North half of the Southwest quarter of the Northwest quarter of the Southeast quarter of said Section 36 668.84 feet, more or less, to the Northwest corner of said half quarter quarter quarter; thence South 0° 13' 31" East along the West Boundary of said half quarter quarter quarter 338.16 feet, more or less, to the Southwest corner thereof; thence South 89° 53' 59" East along the South boundary of said half quarter quarter quarter 668.45 feet, more or less, to the Southeast corner thereof; thence South 0° 10' 03" East 162.20 feet, more or less, to a point which is North 1503.11 feet from the South section line of Section 36; thence East 668.29 feet to a point on the East boundary line of the Southeast quarter of the Northwest quarter of the Southeast quarter of said Section 36; thence North 72° 45' 44" East 407.95 feet, more or less, to the point of commencement. TOGETHER WITH the parcel described as follows: Commencing at a point which is North 1319 feet and West 1336.11 feet from the Southwest corner of said Section 36, and proceeding thence North 0° 06' 35" 184.11 feet; thence West 668.29 feet, more or less, to a point on the West line of the Northeast quarter of the Southeast quarter of said Section 36; thence South 0° 10' 03" 184.11 feet; thence East 668.04 feet, more or less, to the point of commencement.

Parcel G-1: Commencing at a point which is North 2458.79 feet and East 747.03 feet from the Southwest corner of section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 150.2 feet, more or less, to a point on the Northeast corner of the boundary of the Park West Condominiums [Cluster Portion], thence East along said boundary 325.08 feet, more or less; thence South along said boundary 140.00 feet, more or less; thence East along said boundary 215.50 feet, more or less; thence South 40.00° West along said boundary 168 feet, more or less; thence South 50° 17' East along said boundary 89.03 feet, more or less; thence South 69° 24' West along said boundary 60.00 feet, more or less; thence North 20° 36' West along said boundary 30.00 feet, more or less; thence South 69° 24' West along said boundary 60.00 feet, more or less; thence South 20° 36' East along said boundary 117.30 feet, more or less; thence North 69° 24' East along said boundary 60.00 feet, more or less; thence South 20° 36' East along said boundary 30.00 feet, more or less; thence North 69° 24' East along said boundary 60.00 feet, more or less; thence South 2° 29' East along said boundary 36.10 feet, more or less; thence South 45° 30' along said boundary 51.85 feet, more or less; thence Southwesterly 22 feet, more or less, along said boundary and along the arc of a 15.27 foot radius curve to the right through a central angle of 84° 35' 51" (chord bears South 87° 47' 56" West 20.19 feet) to a point on the Easterly line of Summit Drive; thence Northwesterly 91.60 feet, more or less, along said street line and the arc of a 290.00 foot radius curve to the left through a central angle of 18° 05' 51" (chord bears North 58° 57' 06" West 91.22 feet); thence along said street line North 68° 00' West 73.72 feet, more or less, to a point on the West section line of section 31; thence North along said section line 240 feet, more or less, to a point which is North 2103.17 feet from the Southwest corner of Section 31; thence East 35.52 feet; thence North 101.10 feet; thence East 342 feet; thence North 254.18 feet; thence East 325 feet, more or less, to the point of commencement.

Exhibit "A"

Parcel G-2: Commencing at a point which is on the East section line of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, which point is South 543.33 feet from the Northeast corner of the Southeast quarter of said section, and running thence South along the section line to a point on the North boundary of a right-of-way known as Park West Drive; thence Westerly 150 feet, more or less, along said boundary to a point which is on an angle between the South boundary and the East boundary of the Park West Condominiums (Georgetown Portion) according to the official plat thereof on file and of record in the office of the Summit Co. Recorder (as amended by subsequent deeds); thence North 18° 22' 45" West 69.41 feet along said East boundary; thence North 15° 45' 01" West along said boundary 27.04 feet; thence North 14° 18' 58" West along said boundary 17.39 feet; thence North 49° 23' 05" East along said boundary 85.63 feet; thence North 4° 50' West along said boundary 163 feet; thence North 54° 51' West along said boundary 123.18 feet; thence North 50° 00' East along said boundary 60.97 feet; thence North 46° 49' 43" West along said boundary 171.89 feet; thence South 57° 00' West along said boundary 3.79 feet; thence South 50° 00' West along said boundary 94.00 feet; thence North 40° 00' West (along said boundary for the first 100.70 feet) 270 feet, more or less, to a point which is South 543.33 feet from the North line of the South half of the aforesaid section 36; thence Easterly 550 feet, more or less, to the point of commencement.

Parcel G-3: Commencing at a point on the West section line of section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian, which point is on the Northwesterly boundary of a right-of-way known as Park West Drive and is North 1000 feet, more or less, from the Southwest corner of said section, and running North along said West section line 370 feet, more or less, to the Southwesterly boundary of a right-of-way known as Summit Drive; thence Southeasterly along said boundary 280 feet, more or less, to a point on the Northwesterly boundary of the aforesaid boundary of the right-of-way known as Park West Drive; thence Southwesterly along said boundary 300 feet, more or less, to the point of commencement.

Parcel O: Commencing at a point which is South 504.5 and West 2224 feet from the Northeast corner of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and running thence West 37.3 feet; thence North 504.5 feet; thence East 37.3 feet; thence South 504.5 feet to the point of commencement.

TOGETHER WITH: All ownership, right and title which Lessor owns in or to any and all adjacent easements and other access rights which are ancillary to any of the above-described lots or parcels, and the following water rights which are attendant to the above describe parcel of land:

[1] the annual right to use various quantities of Weber River Water Conservancy District [the "District"] water in accordance with the terms and conditions of a contract dated April 19, 1978, by and between the District and J. E. Roberts [this assignment is subject to Purchaser's payment to the District of all fees attendant to such right accruing after January 1, 1995]; and

[2] certain undivided interests in and to the rights to divert surface water as evidenced by an assignment dated May 11, 1990, and recorded on October 18, 1990, as Entry No. 331606 in Book 583, Page 179-182, in the records of the County Recorder of Summit County, Utah, from Silver Springs Water Co., et al, to Jack E. Roberts [a copy of which has been furnished to Purchaser].

[3]. All other water rights or claims in the Wolf Mountain area which are presently owned by the undersigned parties with the exception of one Community Water Co. connection presently being used at the .08 acre parcel of land near the Northwest corner of Park West Drive and Highway 224 which is owned by Seller.

Exhibit "A"

DESCRIPTION OF WATER RIGHTS

1. The annual right to use 19.8 acre feet of Weber River Water Conservancy District [the "District"] water in accordance with the terms and conditions of a contract dated April 19, 1978, by and between the District and J. E. Roberts, a copy of which has been furnished to Purchaser. This right is subject to Purchaser's assumption of the obligation to pay to the District all fees attendant to such right commencing on January 1, 1995.
2. An undivided 10% interest in and to the rights to divert surface water as evidenced by an assignment dated May 11, 1990, and recorded on October 18, 1990, as Entry No. 331606 in Book 583, Page 179-182, in the records of the County Recorder of Summit County, Utah, from Silver Springs Water Co., et al, to Jack E. Roberts, a copy of which has also been furnished to Purchaser.
3. In the event that any of the Parcels are reconveyed to Trustor prior to the payment in full of the Note, the following water rights will be conveyed therewith and the balance of the rights described in Items 1 and 2 will be conveyed upon the payment of the Note in full:

<u>Parcel</u>	<u>District Water</u>	<u>Surface Water</u>
E	3.3 Acre Feet	2%
I	6.6 Acre Feet	4%
L-1	6.6 Acre Feet	4%

4. An undivided 50% interest in and to all other water rights or claims in the Wolf Mountain area which are presently owned by Seller and/or its beneficiaries or their partners with the exception of 1 Community Water Co. connection presently being used at the 6 acre parcel of land on the Northwest corner of Park West Drive and Highway 224.

Exhibit ¹⁸ B

RRT 2/2/95

6

KWG
JER
MR

DESCRIPTION OF WATER RIGHTS

CATEGORIES

1. The annual right to use various quantities of Weber River Water Conservancy District [the "District"] water in accordance with the terms and conditions of a contract dated April 19, 1978, by and between the District and J. E. Roberts, a copy of which has been furnished to Purchaser. This right is subject to Lessee's assumption of the obligation to pay to the District all fees attendant to such right commencing on January 1, 1995.
2. Undivided interests [as defined in the schedule set forth below] in and to the rights to divert surface water as evidenced by an assignment dated May 11, 1990, and recorded on October 18, 1990, as Entry No. 331606 in Book 583, Page 179-182, in the records of the County Recorder of Summit County, Utah, from Silver Springs Water Co., et al, to Jack E. Roberts, a copy of which has also been furnished to Purchaser.
3. An undivided 48% interest in and to all other water rights or claims in the Wolf Mountain area which are presently owned by Seller and/or its partners with the exception of one Community Water Co. connection presently being used at the 6 acre parcel of land on the Northwest corner of Park West Drive and Highway 224.
4. The right to acquire from Lessor water connections to the system of Community Water Co. subject to the Tariffs and Regulations issued by the Utah Public Service Commission except that the connection fees have been prepaid by Lessor.

<u>Parcel</u>	<u>District Water</u>	<u>Surface Water</u>	<u>Connections</u>
A-3			35*
B			36*
C	6.6 Acre Feet	4%	
D	33 Acre Feet	20%	
F	36.3 Acre Feet		22%
G	3.3 Acre Feet	2%	

* Reimbursement for these connection fees shall be repaid to Lessor on these 71 connections in the sum of \$3,750 per connection on the first 48 connections. The balance of the 71 connections shall be made without any connection fee.

Kwg


AMENDMENT TO LEASE

The Lease by and between J.E. Roberts and Marilyn H. Roberts, as trustees of the Marilyn H. Roberts Trust, Park West Properties, Inc., Celestial Land Co., Ltd., Park West Land Co., Ltd., Snyderville Land Co., Ltd., Marilyn H. Roberts, as an individual, as LANDLORD, and Wolf Mountain Resorts, L.C., as TENANT, executed on June 30, 1997, for the Lease of Real Property and Water Rights, is hereby amended to incorporate the following provisions:

17. Water Rights. "LANDLORD hereby grants to TENANT the full right and authority to prepare and process change applications or exchange applications through the Office of the Utah State Engineer to allow Tenant to utilize the water described in Exhibit "B" for any beneficial uses allowed under law limited to property related to the development and operation of what is known as the Wolf Mountain Ski Resort. LANDLORD will cooperate with Tenant and execute all documents necessary to process the change applications or exchange applications. Provided, all expenses, costs and related fees for processing such change or exchange applications shall be the sole responsibility of TENANT.

All other provisions of the Lease shall remain unchanged.

AGREED and ACCEPTED this 2nd day of July, 1997.

LANDLORD:

TENANT:

MARILYN ROBERTS TRUST

WOLF MOUNTAIN RESORTS, L.C.

J.E. Roberts, Trustee

By: Kenneth W. Griswold

Marilyn H. Roberts, Trustee

PARK WEST PROPERTIES, INC.

By: Jack E. Roberts, President

CELESTIAL LAND CO., LTD.

By: Jack E. Roberts, General Partner

PARK WEST LAND CO., LTD.

By: Jack E. Roberts, General Partner

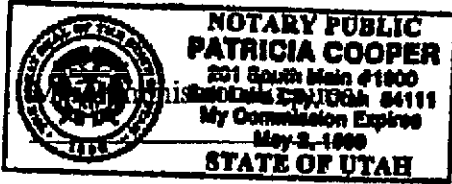
Marilyn H. Roberts, as an individual

Snyderville Land Co., Ltd.

By: J.E. Roberts General Partner
158235.1

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

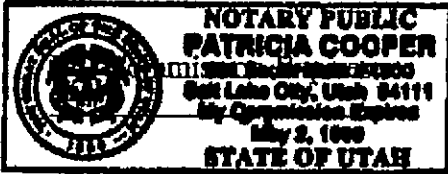
The foregoing instrument was acknowledged before me this 8 day of ~~June~~ ^{July} 1997,
by Jack ~~E.~~ Roberts, as trustee of the Marilyn H. Roberts Trust.



NOTARY PUBLIC
Residing at: *Patricia Cooper*

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

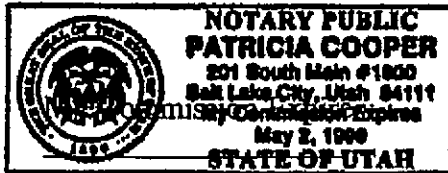
The foregoing instrument was acknowledged before me this 8 day of ~~June~~ ^{July} 1997,
by Marilyn H. Roberts, as trustee of the Marilyn H. Roberts Trust.



NOTARY PUBLIC
Residing at: *Patricia Cooper*

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8 day of ~~June~~ ^{July} 1997,
by Jack E. Roberts, the President of Park West Properties, Inc.



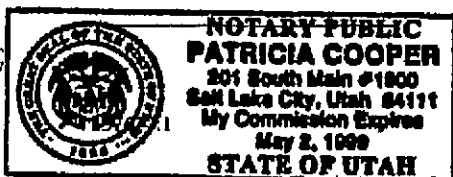
NOTARY PUBLIC
Residing at: *Patricia Cooper*

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8 day of ~~June~~ ^{July} 1997,
by Jack E. Roberts, the General Partner of Park West Land Co., Ltd.

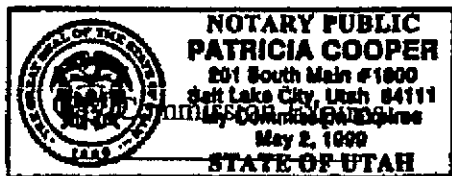
NOTARY PUBLIC
Residing at: *Patricia Cooper*

My Commission Expires:



STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2 day of July, 1997,
by Jack E. Roberts, the General Partner of Snyderville Land Co., Ltd.

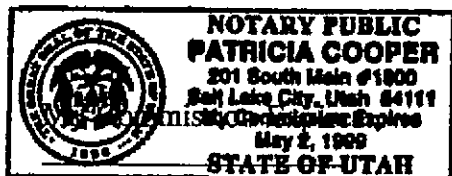


NOTARY PUBLIC
Residing at:

Patricia Cooper

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2 day of ~~June~~ ^{July} 1997,
by Jack E. Roberts, the General Partner of Celestial Land Co., Ltd.



NOTARY PUBLIC
Residing at:

Patricia Cooper

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2 day of ~~June~~ ^{July} 1997,
by Marilyn H. Roberts.



NOTARY PUBLIC
Residing at:

Patricia Cooper

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of July, 1997, by
Kenneth W. Griswold, Manager of Wolf Mountain Resorts, L.C.

NOTARY PUBLIC
Residing at:

My Commission Expires:

SCHEDULE B
PERMITTED ENCUMBRANCES

	<u>First American Title Company of Utah</u> <u>Commitment No.</u>	<u>Permitted Exceptions</u>
1.	12841 (1st Amended)	1-6, 8, 9, 11, 13-16 (shown current), 17-20, 22-26, 30, 34, 43 through 45.
2.	12665 (2nd Amended)	1 through 6, 8 through 13 (shown current), 14 through 21, 23, 27
3.	12670 (2nd Amended)	1 through 6, 8 through 12 (shown current), 13 through 16, 18-26, 30 through 32.
4.	12671 (2nd Amended)	1 through 6, 8 through 12 (shown current), 13 through 14, 16-26, 33-34, 36, 39-40.
5.	12672 (1st Amended)	1-6, 8-12 (shown current), 13-22, 24-27.
6.	12862	1-6, 9-12 (shown current), 13-16.
7.	12673 (1st Amended)	1 through 6, 8 through 13 (shown current), 14 through 37.
8.	12674 (2nd Amended)	1 through 6, 8 through 16 (shown current), 17 through 38.
9.	12842 (1st Amended)	1-6, 8, 18-27, 29, 31-32, 34 through 43, 46.
10.	12871	1-6, 8-12 (shown current), 13-16.
11.	12877 (Summit County) (1st Amended)	1-6, 8, 10, 12, 14, 16, 18, 20, 22, 24-26, 28, 30, 32, 34, 36-39 (shown current), 40-44, 46-52, 54, 55, 57-64, 66-67, 73, 78, 85-87.
12.	461302 (Salt Lake County) (1st Amended)	1-6, 8, 10, 13.
13.	461306 (Salt Lake County) (1st Amended)	1-6, 8, 10.
14.	461307 (Salt Lake County) (1st Amended)	1-6, 8, 10.

	<u>First American Title Company of Utah</u> <u>Commitment No.</u>	<u>Permitted Exceptions</u>
15.	12730 (1st Amended)	1 through 6, 8, 9-11 (shown current), 12.
16.	12863	1-6, 8, 10-13 (shown current), 14, 23, 29.
17.	12724	1-6, 8-12, 13-15, (shown current) 17, 18.
18.	12731	1-6, 8-11, 12-14 (shown current), 16, 17
19.	12655-A (1st Amended)	1-6, 8-12 (shown current), 13-21, 26.
20.	12874 (2nd Amended)	1-6, 8, 10, 12, 14, 16, 18-21 (shown current), 22-24, 27-31, 33, 35, 53.
21.	12880 (2nd Amended)	1-6, 8-11 (shown current), 12-18.

SCHEDULE C

LANDLORD'S CONSENTS AND ESTOPPELS

1. Landlord's Consent and Estoppel - Section 2
2. Landlord's Consent and Estoppel - Osguthorpe

**ATTORNMEN, NON-DISTURBANCE, RECOGNITION, AND
ESTOPPEL AGREEMENT
(Section 2)**

THIS AGREEMENT is made and entered into as of _____, 1997, by and among (i) The State of Utah, acting by and through the Division of State Lands, with a place of business in Salt Lake City, Utah, as the lessor of property under the Lease to be described below ("Lessor"), (ii) Wolf Mountain Resorts, L.C., a Utah limited liability company with a place of business in Salt Lake City, Utah, as lessee under the lease defined below ("Lessee"), and ASC Utah, Inc., a Maine corporation with a place of business in Newry, Maine ("Sublessee").

RECITALS

A. Lease. The Lessor is the lessor under a lease ("Lease") dated January 1, 1979, as amended, pertaining to the real property located in Summit County, Utah, more particularly described in the Lease (the "Property"). Lessee holds the lessor's interest under the Lease.

B. Sublease. Lessee and Sublessee entered into a Ground Lease Agreement dated contemporaneously herewith pursuant to which Lessee agrees to sublease to Sublessee the Property (the "Sublease").

AGREEMENT

1. Consent to Sublease. Lessor hereby consents to the sublease of the Property to Sublessee, and waives any right it may have to claim that the same is or may be a default under the Lease.

2. Direct Lease. Sublessee and Lessor are negotiating a direct lease of the Property. Until a new direct lease is established, the Sublease shall continue with respect to the Property. Lessee hereby consents to the Lease being terminated and a new direct lease being established between Sublessee and Lessor at such time as those parties have reached agreement on the new direct lease.

3. Non-Disturbance. Provided Lessee and/or Sublessee deliver to Lessor the rent payments as and when due under the Lease, Lessor shall not, in the exercise of any rights, remedy, or privilege granted by the Lease, or otherwise available to Lessor at law or in equity, disturb Sublessee's possession and Lessor shall recognize Sublessee's rights under the Sublease to the extent and for the purposes set forth in the Sublease.

4. Notices. All notices, demands, and other communications that must be given or made in connection with this Agreement must be in writing and, unless receipt is expressly required, will be deemed delivered or made when mailed by registered or certified mail, return receipt requested, or by express mail, in any event with sufficient postage affixed, and addressed to the parties as follows:

TO LESSOR:

Frederick P. McBrier
Assistant Director, Utah School and
Institutional Trust Land Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102-2818

TO LESSEE:

Wolf Mountain Resorts, L.C.
4000 Park West Drive
Park City, Utah 84060

TO SUBLESSEE:

ASC Utah, Inc.
c/o American Skiing Company
P.O. Box 450
Sunday River Road
Bethel, Maine 04217
Attn: Christopher E. Howard

5. Successors and Assigns. As used in this Agreement, the word "Sublessee" shall mean Sublessee and/or subsequent holder of an interest under the Sublease, provided the interest of such holder is acquired in accordance with the terms and provisions of the Sublease, and the word "Lessor" shall mean Lessor or any party acquiring title to the Property, through deed of Lessor or otherwise. Subject to the foregoing and to the other provisions hereof, this Agreement shall bind and inure to the benefit of Lessee, Sublessee, and Lessor, their legal representatives, successors and assigns. The terms "Sublease" and "Lease" shall include (except as otherwise provided herein) any and all amendments, modifications, replacements, substitutions, extensions, renewals and supplements thereto.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

7. Applicable Law. This Agreement shall be construed and governed under the laws of the State of Utah.

LESSOR:

STATE OF UTAH, DIVISION OF STATE
LANDS

By: _____
Frederick P. McBrier
Its Assistant Director

LESSEE:

WOLF MOUNTAIN RESORTS, L.C.

By: _____
Its Managing Member

SUBLESSEE

ASC UTAH, INC.

By: _____
Its

STATE OF UTAH)
 : ss
COUNTY OF)

Personally appeared before me this ___ day of _____, 1997, the above-named _____ as _____ of Utah School and Institutional Trust Land Administration who acknowledged the foregoing instrument to be the free act and deed of said _____ and his free act and deed in his/her said capacity.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF)

Personally appeared before me this ___ day of _____, 1997, the above-named _____, as _____ of Wolf Mountain Resorts, L.C. who acknowledged the foregoing instrument to be his free act and deed and his free act and deed in his/her said capacity.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF)

Personally appeared before me this ___ day of _____, 1997, the above-named _____, as _____ of ASC Utah, Inc. who acknowledged the foregoing instrument to be the free act and deed of said _____ and his free act and deed in his/her said capacity.

Notary Public

**CONSENT, NON-DISTURBANCE, RECOGNITION, AND
ESTOPPEL AGREEMENT
(Osguthorpe)**

THIS AGREEMENT is made and entered into as of July ____, 1997, by and among (i) D.A. Osguthorpe and D.A. Osguthorpe Family Partnership as lessors under the Lease described below (collectively "Lessor"), (ii) Wolf Mountain Resorts, L.C. as lessee under the Lease described below ("Lessee"), and (iii) ASC Utah, Inc., a Maine corporation with a place of business in Bethel, Maine ("Sublessee").

RECITALS

A. Lease. The Lessor is the lessor under a lease dated August 14, 1996 ("Lease"), by and between Lessor and Lessee, pursuant to which Lessor leased to Lessee the property more particularly described in the Lease (the "Property").

B. Sublease. Lessee and Sublessee entered into a Ground Lease Agreement dated contemporaneously herewith (the "Ground Lease"), pursuant to which Lessee agreed to lease to Sublessee the Property, among other things.

AGREEMENT

1. Consent to Sublease. Lessor hereby consents to the sublease of the Property to Sublessee pursuant to the Sublease, and waives any right it may have to claim that the same is or may be a default under the Lease.

2. Non-Disturbance. Provided Lessee and/or Sublessee deliver to Lessor the rent payments as and when due under the Lease, Lessor shall not, in the exercise of any rights, remedy, or privilege granted by the Lease, or otherwise available to Lessor at law or in equity, disturb Sublessee's possession, and Lessor shall recognize Sublessee's rights under the Sublease to the extent and for the purposes set forth in the Sublease.

3. Notices. All notices, demands, and other communications that must be given or made in connection with this Agreement must be in writing and, unless receipt is expressly required, will be deemed delivered or made when mailed by registered or certified mail, return receipt requested, or by express mail, in any event with sufficient postage affixed, and addressed to the parties as follows:

TO LESSOR:

Stephen Osguthorpe
D.A. Osguthorpe Family Partnership
1700 West White Pine Canyon Road
Park City, Utah 84098

TO LESSEE:

Wolf Mountain Resorts
4000 Park West Drive
Park City, Utah 84060
Attn: Kenneth Griswold

TO SUBLESSEE:

Christopher E. Howard
ASC Utah, Inc.
P.O. Box 450
Sunday River Road
Bethel, Maine 04217

Lessor agrees to provide Sublessee with written notice of any default by Lessee under the Lease simultaneous with providing such notice to Lessee.

4. Successors and Assigns. As used in this Agreement, the word "Sublessee" shall mean Sublessee and/or subsequent holder of an interest under the Sublease, provided the interest of such holder is acquired in accordance with the terms and provisions of the Sublease, and the word "Lessor" shall mean Lessor or any party acquiring title to the Property, through deed of Lessor, or otherwise. Subject to the foregoing, and to the other provisions hereof, this Agreement shall bind and inure to the benefit of Lessee, Sublessee, and Lessor, their legal representatives, successors, and assigns. The terms "Sublease" and "Lease" shall include (except as otherwise provided herein) any and all amendments, modifications, replacements, substitutions, extensions, renewals and supplements thereto.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

6. Applicable Law. This Agreement shall be construed and governed under the laws of the State of Utah.

LESSOR:

D.A. OSGUTHORPE FAMILY
PARTNERSHIP

By: _____
Its

D.A. OSGUTHORPE

LESSEE:

WOLF MOUNTAIN RESORTS, LC

By: _____
Its

SUBLESSEE:

ASC UTAH, INC.

By: _____
Its

STATE OF UTAH)
 : ss.
COUNTY OF _____)

Personally appeared before me this ___ day of _____, 1997, the above-named _____, as _____ of D.A. Osguthorpe Family Partnership who acknowledged the foregoing instrument to be the free act and deed of said _____ and his free act and deed in his/her said capacity.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF _____)

Personally appeared before me this ___ day of _____, 1997, the above-named _____, as _____ of D.A. Osguthorpe who acknowledged the foregoing instrument to be his free act and deed.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF _____)

Personally appeared before me this ___ day of _____, 1997, the above-named _____, as _____ of Wolf Mountain Resorts, L.C. who acknowledged the foregoing instrument to be his free act and deed and his free act and deed in his/her said capacity.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF _____)

Personally appeared before me this ___ day of _____, 1997, the above-named _____, as _____ of ASC Utah, Inc., who acknowledged the foregoing instrument to be the free act and deed of said _____ and his/her free act and deed in his/her said capacity.

Notary Public

SCHEDULE 17.02(b)

MATERIAL DEFAULTS AND BREACHES OF LEASES

1. Section 2 Lease, Special Use Agreement, dated January 1, 1979, by and between Halbet Properties, Inc. and State of Utah Division of Lands as amended.

SCHEDULE 17.02(d)

CONFLICTS, VIOLATIONS AND DEFAULTS

All those items included in Schedule 6.02 of the Purchase and Sale Agreement and in Schedule 17.02(b) above.

SCHEDULE 17.02(e)
COMPLIANCE WITH LAWS

All of the matters listed in Schedule 6.03 of the Purchase and Sale Agreement.

SCHEDULE 17.02(f)

PERMITS

All of the permits set forth in Schedules 1.04 and 2.05 of the Purchase and Sale Agreement.

SCHEDULE 17.02(h)

LITIGATION

All matters disclosed in Schedule 6.08 to the Purchase and Sale Agreement.

SCHEDULE 17.02(i)

TAXES

All matters disclosed in Schedule 6.11 to the Purchase and Sale Agreement.

SCHEDULE 17.02(j)
ENVIRONMENTAL MATTERS

All matters disclosed in Schedule 6.05 to the Purchase and Sale Agreement.

SCHEDULE 25.06

TENANT OWNED PROPERTY

All of the property covered by the following documents to the extent purchased outright or leased separately by Tenant:

1. Irrevocable Option and Real Estate Purchase Agreement upon Exercise of Option between Harry P. Condas, John P. Condas, George P. Condas, Tessie P. Condas, Margarita C. Ellis, Jack W. Ellis and Seller dated January 28, 1997, and all amendments thereto, and Assignment between Seller and Buyer dated May 27, 1997.
2. Irrevocable Option between Seller and Walter J. Plumb, III, Ciel Investment Co., Mark Elardo, Ronald A. Ferrin, dated April 20, 1996.
3. Special Use Lease Agreement dated as of January 1, 1979 between Halbet Property, Inc. and State of Utah Division of Trust Lands, and all amendments thereto.

SCHEDULE 26.07

LANDLORD'S ADJACENT PROPERTY

1. Parcel A-2
2. Timberwolf Development Parcel
3. Brighton Estate Lots, Wasatch County*
4. Piute Creek Ranch, Marion*
5. Empire Development Investment Corporation Lots*, subject to quiet title action filed in the Third District Court, Summit County, located at the base of the Park City Ski Resort.
6. Cox/Muller Parcel
7. 35 Willow Draw Lots

* For purposes of Section 26.07 these properties shall be deemed outside of the 5 mile radius of the leased premises.

EXHIBIT "C"

Legal Description of Real Property Covered by the Ground Lease

(Attached)

All the certain real property located in the County of Summit and the County of Salt Lake, State of Utah, described as follows:

Parcel A: (Leasehold)

The Southeast quarter of the Southwest quarter and the West half of the Southwest quarter of the Southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM:

The North 590 feet thereof and the following two parcels:

(A) COMMENCING at a point which is North along a section line 575.96 feet and West 2309.32 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point being on the center line of Green Horn ski lift and running thence South 41°3' East 81 feet; thence South 3°47' West 95 feet; thence South 48°47' West 178 feet; thence South 3°47' West 36 feet; thence South 48°47' West 233 feet; thence North 86°13' West 98.10 feet; thence North 41°13' West 84.26 feet; thence North 48°47' East 97 feet; thence South 86°13' East 26.72 feet; thence North 48°47' East 92.22 feet; thence North 3°47' East 55 feet to the center line of the Green Horn ski lift; thence North 48°47' East along center line 326 feet to the point of commencement, and,

(B) COMMENCING at a point which is North 70.78 feet and West 2227.47 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 84°15' West 102 feet; thence North 5°45' West 207 feet; thence North 84°15' East 102 feet; thence South 5°45' East 207 feet to the point of commencement.

ALSO LESS AND EXCEPTING THEREFROM:

The portion that lies within the boundary of Sundial Lodge Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Sundial Lodge at The Canyons, a Utah condominium project; according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of The Vintage on the Strand Phase I, a Planned Unit Development; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of the following: COMMENCING at the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, a found brass cap, (Basis of bearing being South 89°59'43" East, a distance of 2667.10 feet along the section line from the said South Quarter Corner to the Southeast Corner of said Section 36, a found brass cap) thence along said Section

A-1

line South 89°59'43" East, a distance of 56.15 feet; thence leaving said section line North, a distance of 259.76 feet to right-of-way line of High Mountain Road Extension, said point being the TRUE POINT OF BEGINNING; said point also being the beginning of a curve to the right, of which the radius point lies North 79°50'16" East, a radial distance of 525.00 feet; thence Northerly along the arc of said curve and said right-of-way, through a central angle of 13°34'17", a distance of 124.35 feet; thence continuing along said right-of-way the following courses: North 03°24'33" East, a distance of 108.66 feet to a point of curve to the left having a radius of 1,225.00 feet and a central angle of 03°53'24"; thence Northerly along the arc a distance of 83.17 feet; thence North 00°28'51" West, a distance of 107.83 feet to a point of curve to the right having a radius of 275.00 feet and a central angle of 50°47'42"; thence Northeasterly along the arc a distance of 291.80 feet to a point of compound curve to the right having a radius of 110.00 feet and a central angle of 91°25'52"; thence Easterly along the arc, a distance of 175.54 feet to a point of compound curve to the right having a radius of 150.00 feet and a central angle of 52°21'44"; thence Southerly along the arc a distance of 137.08 feet to a point of reverse curve to the left having a radius of 275.00 feet and a central angle of 40°25'58"; thence Southerly along the arc, a distance of 194.06 feet; thence leaving said right-of-way South 48°47'00" West, a distance of 300.60 feet; thence South 03°47'00" West, a distance of 55.00 feet; thence South 48°47'00" West, a distance of 70.04 feet to the POINT OF BEGINNING.

The portion that lies within the bounds of the following: COMMENCING at the South Quarter Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, a found brass cap, (Basis of bearing being South 89°59'43" East, a distance of 2667.10 feet along the section line from the said South Quarter Corner to the Southeast Corner of said Section 36, a found brass cap), thence along said Section line South 89°59'43" East, a distance of 95.18 feet to the Easterly right-of-way of High Mountain Road Extension and TRUE POINT OF BEGINNING; said point also being the beginning of a curve to the left, of which the radius point lies North 81°46'27" West a radial distance of 325.00 feet; thence leaving said section line and running Northerly along the arc of said curve and right-of-way through a central angle of 20°04'41", a distance of 131.89 feet; thence leaving said right-of-way, South 86°13'00" East, a distance of 1.65 feet; thence North 48°47'00" East, a distance of 233.00 feet; thence North 03°47'00" East, a distance of 1.65 feet; thence North 48°47'00" East, a distance of 171.00 feet; thence South 35°20'43" East, a distance of 36.00 feet; thence North 48°47'00" East, a distance of 171.00 feet; thence South 35°20'43" East, a distance of 60.21 feet; thence South 46°03'44" West, a distance of 73.34 feet; thence South 36°29'52" East, a distance of 73.01 feet; thence South 13°05'15" East, a distance of 84.49 feet; thence South 04°22'31" East, a distance of 174.81 feet to the South line of said Section 36; thence along said section line North 89°59'43" West 362.26 feet to the POINT OF BEGINNING.

COMMENCING at the South Quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, a found brass cap, (Basis of bearing being South 89°59'43" East, a distance of 2667.10 feet along the section line from the said South Quarter Corner to the Southeast Corner of said Section 36, a found brass cap); thence along said section line South 89°59'43" East, a distance of 91.60 feet; thence leaving said section line North, a distance of 131.25 feet to a point in the Easterly right-of-way line of High Mountain Road Extension, said point being the TRUE POINT OF BEGINNING; thence leaving said right-of-way North 86°13'00" West 96.45 feet; thence North 41°13'00" West, a distance of 84.26 feet; thence North 48°47'00" East, a distance of 97.00 feet; thence South 86°13'00" East, a distance of 26.72 feet; thence North 48°47'00" East, a distance of 22.18 feet to the Easterly right-of-way line of said Sundial Road and point of curve of a non tangent curve to the left, of which the radius point lies North 79°50'16" East, a radial distance of 525.00 feet; thence Southerly along the arc of said curve and said right-of-way, through a central angle of 04°02'18", a distance of 37.00 feet; thence continuing along said right-of-way line South 14°12'02" East, a distance of 100.44 feet to a point of curve to the right having a radius of 325.00 feet and a central angle of 02°20'54"; thence Southerly along the arc of said curve and said right-of-way line, a distance of 13.32 feet to the POINT OF BEGINNING.

COMMENCING at the South Quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, a found brass cap, (Basis of bearing being South 89°59'43" East, a distance of 2667.10 feet along the section line from the said South Quarter Corner to the Southeast Corner of said Section 36, a found brass cap); thence along said section line, South 89°59'43" East, a distance of 399.52 feet; thence leaving said section line North, a distance of 415.29 feet to the POINT OF BEGINNING; thence North 35°20'43" West, a distance of 17.34 feet; thence North 12°31'12" East, a distance of 26.62 feet to the Westerly right-of-way line of High Mountain Road Extension and point of curve of a non tangent curve to the right, of which the radius point lies North 48°54'12" East, a radial distance of 275.00 feet; thence Northwesterly along the arc of said curve and said right-of-way line, through a central angle of 24°46'18", a distance of 118.89 feet; thence leaving said right-of-way line North 48°47'00" East, a distance of 25.63 feet; thence South 41°03'00" East, a distance of 80.99 feet; thence South 03°47'00" West, a distance of 95.00 feet; thence South 48°47'00" West, a distance of 7.00 feet to the POINT OF BEGINNING.

COMMENCING at the South Quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, a found brass cap, (Basis of bearing being South 89°59'43" East, a distance of 2667.10 feet along the section line from the said South Quarter Corner to the Southeast Corner of said Section 36, a found brass cap), thence along said section line, South 89°59'43" East, a distance of 410.80 feet; thence leaving said section line North, a distance of 275.74 feet to the POINT OF BEGINNING; thence North 84°15'00" East, a distance of 8.13 feet; thence South 05°45'00" East, a distance 13.66 feet; thence North 36°29'52" West, a distance of 15.89 feet to the POINT OF BEGINNING.

Tax ID No.: PP-73-B, PP-73-B-3, PP-75-D

Parcel A-1: (Leasehold)

Lots 3, 4, 25, 26 and the South 90.5 feet of Lot 27, of the vacated plat of Park City West, Plat No. 2; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder, together with one-half of the vacated streets located adjacent to said lots.

The "Mall" as the same is designated on the vacated plat of Park City West, Plat No. 2; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder, together with one-half of the vacated streets located adjacent to said lots.

That certain parcel described as follows: COMMENCING at a point which is North 980.76 feet and West 1390 from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence West 160 feet, more or less, to a point on the East boundary line of Park City West, Plat No. 2; thence South along said boundary line 408.36 feet, more or less, to the Southeast corner of Lot 25, Park City West, Plat No. 2; thence East 160 feet, more or less, to a point due South of the point of commencement; thence North 408.36 feet, more or less, to the point of commencement.

LESS AND EXCEPTING THEREFROM:

The portion that lies within the boundary of Sundial Lodge Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Sundial Lodge at The Canyons, a Utah condominium project; according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Grand Summit Resort Hotel at The Canyons, a Utah condominium project; according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the boundary of Westgate at The Canyons Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

Tax ID No.: PP-75-K-A, PP-75-6

Parcel A-3: (Leasehold)

The Northerly 162.40 feet of Lot 20, and All of Lot 21 and the East half of Lot 19, of the vacated plat of Park City West, Plat No. 2; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder, together with one-half of the vacated streets located adjacent to said lots.

ALSO, the following described parcel:

COMMENCING at a point which is on the intersection of the South Section line of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and the West boundary of parcel currently owned by Wolf Mountain Resorts, L.C., and which is West 1265.79 feet, more or less, from the Southeast corner of said Section; thence North 572.40 feet, more or less, to the Northwest corner of the aforesaid parcel owned by Wolf Mountain Resorts, L.C.; thence West 191 feet, more or less, to the Northeast corner of Lot 21, Park City West Plat No. 2; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder; thence South 572.40 feet, more or less, to a point on the aforesaid South Section line; thence East along said Section line 191 feet, more or less, to the point of commencement.

LESS AND EXCEPTING THEREFROM:

The portion that lies within the boundary of Sundial Lodge Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Sundial Lodge at The Canyons, a Utah condominium project; according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Grand Summit Resort Hotel at The Canyons, a Utah condominium project; according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the boundary of Westgate at The Canyons Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

Tax ID No.: PP-75-K, PP-75-5

Parcel A-3A: (Leasehold)

The Southerly 50 feet of Lot 20, of the vacated plat of Park City West, Plat No. 2; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder, together with one-half of the vacated street located adjacent to said lot.

LESS AND EXCEPTING THEREFROM:

The portion that lies within the boundary of Westgate at The Canyons Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

Tax ID No.: PP-75-5

Parcel A-4: (Leasehold)

COMMENCING at a point which is North 1253 feet and West 750 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 510.6 feet; thence West 640 feet; thence North 510.6 feet; thence East 640 feet to the point of commencement.

ALSO: BEGINNING at the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence along the South line of said Section 36, North 89°53'43" West 1,390.00 feet; thence leaving said Section line North 742.29 feet to the Northwest corner of the Groutage Parcel, Entry No. 429925 in Book 883 at page 699 on file and of record in the Office of the Summit County Recorder, said point being the TRUE POINT OF BEGINNING; thence along the North line of said Groutage Parcel East 43.23 feet to the Westerly right of way line of The Canyons Drive; thence leaving said Northerly line and continuing along said Westerly right of way South 36°54'59" West 5.56 feet to the beginning of a 220.00 foot radius curve to the left; thence along the arc of said curve and right-of-way 99.60 feet; thence through a central angle of 25°56'24" to the Westerly line of said Groutage Parcel; thence North along said Westerly line 94.70 feet to the POINT OF BEGINNING.

ALSO: BEGINNING at the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence along the South line of said Section 36, North 89°53'43" West 1,390.00 feet; thence leaving said Section line North 742.29 feet to the Northwest corner of the Groutage Parcel, Entry No. 429925 in Book 883 at page 699 on file and of record in the Office of the Summit County Recorder, thence East along the Northerly line of said Groutage Parcel to the Westerly right of way line of The Canyons Drive and the TRUE POINT OF BEGINNING; thence leaving said Northerly line and continuing along said Westerly right of way, South 36°54'59" West 5.56 feet to the beginning of a 220.00 foot radius curve to the left; thence along the arc of said curve and right of way 99.60 feet through a central angle of 25°56'24" to the Westerly line of said Groutage Parcel; thence leaving said Westerly right of way and along said Westerly line, South 75.30 feet to the Southwest corner of said Groutage Parcel; thence East along the Southerly line of said Groutage Parcel 80.02 feet to the Easterly right of way line of The Canyons Drive and point of a 140.00 foot radius non-tangent curve to the right (Radius point bears North 76°11'32" East); thence Northeasterly along the aforesaid right of way and along the arc of said curve 123.94 feet through a central angle of 50°43'27"; thence continuing along said right of way, North 36°54'59" East 65.66 feet to the Northerly line of said Groutage Parcel; thence along said Northerly line West 100.06 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM any portion within the bounds of the following described property, as deeded to Joseph W. Groutage, III on the Special Warranty Deed recorded December 9, 1998, as Entry No. 524808 in Book 1209 at page 517 of Official Records, more particularly described as follows:

BEGINNING at the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence along the South line of said Section 36, North 89°59'43" West 1390 feet; thence leaving said Section line North 742.29 feet to the Northwest corner of the Groutage Parcel, Entry No. 429925 in Book 883 at page 699 on file and of record in the Office of the Summit County Recorder; thence East 143.48 feet along the Northerly line of said Groutage Parcel to the Westerly right of way line of the

Canyons Drive and the TRUE POINT OF BEGINNING; thence leaving said Northerly line and continuing along said Westerly right of way North 36°54'49" East 81.72 feet to the beginning of a 310 foot radius curve to the left; thence along the arc of said curve and right of way 98.68 feet through a central angle of 18°14'18" to a point on the Southwesterly right of way line of an access road and the beginning of a 19.00 foot radius reverse curve to the right; thence Northeasterly along the aforesaid right of way and along the arc of said curve 36.92 feet through a central angle of 111°19'18"; thence continuing along said right of way South 50°00'00" East 146.72 feet; thence leaving said right of way South 36°54'49" West 83.08 feet to the Northerly line of said Groutage Parcel; thence along said Northerly line West 187.61 feet to the POINT OF BEGINNING.

Tax ID No.: PP-75-A-4, PP-75-A-1-A

Parcel B-1: (Leasehold)

Lots 1, 2, 28, 29 and the North 46 feet of Lot 27, of the vacated plat of Park City West Plat No. 2; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder together with one-half of the vacated street located adjacent to said lots.

LESS AND EXCEPTING THEREFROM:

The portion that lies within the boundary of Sundial Lodge Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Sundial Lodge at The Canyons, a Utah condominium project; according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Grand Summit Resort Hotel at The Canyons, a Utah condominium project; according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the boundary of Westgate at The Canyons Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The portion within the bounds of the following: BEGINNING at the South Quarter corner of Section 36, Township 1 South, Range 3 East Salt Lake Base and Meridian; thence North 1295.64 feet; thence East 983.46 feet to the TRUE POINT OF BEGINNING, (Basis of bearing being North 89°59'43" West between the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and the said South Quarter corner of Section 36;) thence North 14°50'26" West 8.66 feet; thence North 75°09'34" East 42.50 feet; thence South 14°50'26" East 85.00 feet; thence South 75°09'34" West 54.00 feet; thence North 14°50'26" West 54.17 feet; thence North 75°09'34" East 15.90 feet; thence North 14°50'26" West 22.17 feet; thence South 75°09'34" West 4.40 feet to the POINT OF BEGINNING.

Tax ID No.: PP-75-6

Parcel B-2: (Leasehold)

COMMENCING at a point which is North 1253 feet and West 1336.11 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East Salt Lake Base and Meridian; and proceeding thence North 0°06'35" West 66 feet, more or less, to the North boundary of the street formerly known as Park West Drive; thence West along said boundary 668.29 feet, more or less, to a point on the West line of the East

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half of the Southwest Quarter of the Southeast Quarter of said Section 36; thence South 0°01'5" East along said West line 66 feet, more or less, to the Northwest corner of vacated plat of Park City West, Plat No. 2; thence East along the North boundary of said plat, 668.04 feet, more or less, to the point of commencement.

LESS AND EXCEPTING THEREFROM:

The portion that lies within the bounds of Grand Summit Resort Hotel at The Canyons, a Utah condominium project; according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the boundary of Grand Summit Hotel Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The portion within the bounds of the following: BEGINNING at the South Quarter corner of Section 36, Township 1 South, Range 3 East Salt Lake Base and Meridian; thence North 1295.64 feet; thence East 983.46 feet to the TRUE POINT OF BEGINNING, (Basis of bearing being North 89°59'43" West between the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian and the said South Quarter corner of Section 36;) thence North 44°50'26" West 8.66 feet; thence North 75°09'34" East 42.50 feet; thence South 14°50'26" East 85.00 feet; thence South 75°09'34" West 54.00 feet; thence North 14°50'26" West 54.17 feet; thence North 75°09'34" East 15.90 feet; thence North 14°50'26" West 22.17 feet; thence South 75°09'34" West 4.40 feet to the POINT OF BEGINNING.

Tax ID No.: PP-74-E

Parcel B-3: (Leasehold)

COMMENCING at the Northeast corner of Lot 29, of the vacated plat of Park City West, Plat No. 2; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder, which point is approximately North 1253 feet and West 1547 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running East therefrom along the South boundary of a 66 foot right of way formerly known as Park West Drive, 160 feet, more or less, to a point on said boundary which is West 1387 feet, more or less, from the East line of said Section 36; thence South 272.24 feet; thence West 160 feet, more or less, to a point on the East boundary of the aforesaid plat; thence North along said East boundary 272.24 feet, more or less, to the point of commencement.

Tax ID No. PP-75-F-2

Parcel C: (Leasehold)

COMMENCING at a point which is North 1360.64 feet and West 782.23 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence Easterly along the North right of way line of a street formerly known as Park West Drive and along the arc of a 1200 foot radius curve to the left, 136.805 feet through a central angle of 6°31'55" (chord bears North 71°15'57" East 136.731 feet); thence continuing along said North right of way and along the arc of a 469,700 foot radius curve to the right 278.726 feet through a central angle of 34°00'00" (chord bears North 85°00'00" East 274.654 feet); thence South 78°00'00" East along said North right of way 143.265 feet; thence 249.38 feet along the aforesaid right of way and along the arc of a 320.00 foot radius curve to the left, through a central angle of 44°39'06", (chord bears North 79°40'27" East 243.119); to a point on the East section line of Section 36; thence South 00°00'26" East 189.29 feet, more or less, along said

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section line to a point which is North 1253 from the Southwest corner of Section 36; thence West 1336.11 feet, more or less, to the West line of the Southeast Quarter of the Southwest Quarter of Section 36; thence Northerly, along said West line, 250 feet; thence North 72°45'44" East 407.95 feet, more or less, to the Westernmost angle in the boundary of the Park West Condominiums; thence South 18°28'40" East along said boundary 89.02 feet; thence South 37°14'50" East 224.88 feet, along said boundary to the POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM any portion thereof within the bounds of Red Pine Townhouses, according to the Record of Survey Map recorded in the Office of the Summit County Recorder.

ALSO LESS AND EXCEPTING THEREFROM the following:

COMMENCING at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 533.56 feet; thence leaving said section line North 89°59'29" West a distance of 270.94 feet to the Point of Beginning; thence South 50°00'02" West a distance of 470.99 feet; thence North 90°00'00" West a distance of 102.03 feet; thence South 50°00'00" West a distance of 278.50 feet; thence South 41°41'30" West a distance of 225.92 feet; thence South 82°01'24" West a distance of 171.13 feet; thence South 72°00'15" West a distance of 201.17 feet; thence North 82°16'12" West a distance of 347.47 feet; thence South 85°58'04" West a distance of 202.71 feet; thence North 90°00'00" West a distance of 306.42 feet; thence North 86°22'02" West a distance of 609.97 feet; thence South 00°00'00" East a distance of 394.05 feet; thence North 47°30'47" West a distance of 742.66 feet; thence South 74°22'43" West a distance of 719.71 feet; thence North 32°42'37" West a distance of 413.74 feet; thence North 45°51'07" East a distance of 515.90 feet; thence North 81°42'13" East a distance of 327.18 feet; thence South 00°44'12" West a distance of 25.53 feet; thence South 88°01'56" East a distance of 220.76 feet; thence South 65°49'07" East a distance of 52.15 feet; thence South 89°48'04" East a distance of 77.70 feet; thence North 00°10'55" West a distance of 77.40 feet; thence South 77°35'33" East a distance of 180.31 feet; thence South 10°12'36" West a distance of 33.15 feet; thence South 71°48'03" East a distance of 167.51 feet; thence South 34°50'28" West a distance of 132.90 feet; thence North 84°31'47" West a distance of 293.50 feet; thence South 67°20'38" West a distance of 26.32 feet; thence South 86°42'58" West a distance of 322.15 feet; thence South 00°33'08" West a distance of 48.43 feet; thence South 89°26'52" East a distance of 386.04 feet; thence North 66°40'55" East a distance of 1.14.23 feet; thence South 84°55'31" East a distance of 93.44 feet; thence South 61°13'08" East a distance of 142.27 feet; thence South 79°40'32" East a distance of 257.87 feet; thence North 89°54'42" East a distance of 93.39 feet; thence North 00°13'26" West a distance of 117.30 feet; thence South 58°49'24" East a distance of 266.02 feet; thence North 46°38'46" East a distance of 44.83 feet; thence South 51°33'19" East a distance of 125.97 feet; thence South 72°25'33" East a distance of 144.35 feet; thence North 88°58'01" East a distance of 309.96 feet; thence North 71°58'23" East a distance of 138.22 feet; thence North 62°43'34" East a distance of 147.77 feet; thence North 29°04'15" East a distance of 39.83 feet; thence South 79°00'00" East a distance of 150.58 feet to a point on a 275.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 37°57'30", a distance of 182.19 feet; thence North 63°02'29" East a distance of 298.07 feet to a point on a 275.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 40°53'07", a distance of 196.24 feet; thence North 22°09'22" East a distance of 33.36 feet; thence South 89°27'00" East a distance of 582.11 feet to said POINT OF BEGINNING.

Tax ID No. PP-74-H

Parcel C-1: (Leasehold)

COMMENCING at a point which is North 1360.64 feet and West 782.23 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; which point is also the

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Southwest corner of Park West Condominiums (Georgetown Portion) according to the Record of Survey Map recorded in the Office of the Summit County Recorder; thence following the Southerly line of said Condominiums, North 71°30' East 104.58 feet; thence North 20°28'28" West 125.00 feet; thence North 64°08' East 212.10 feet; thence South 40° East 228 feet; thence South 78°48' East 152.95 feet; thence Easterly 249.38 feet along the North right of way line of a street formerly known as Park West Drive, and along the arc of a 320 foot radius curve to the left through a central angle of 44°36'06" (chord bears North 79°40'27" East 243.119 feet;) to a point on the East line of Section 36; thence South 0°00'26" East 189.29 feet, more or less, along said section line to a point which is North 1253 feet from the Southeast corner of Section 36; thence West 1336.11 feet, more or less, to the West line of the Southeast Quarter of the Southeast Quarter of Section 36; thence Northerly along said West line 250 feet; thence North 72°45'44" East 407.95 feet, more or less, to the Westernmost angle in the boundary of Park West Condominiums; thence South 18°28'40" East along said boundary 89.02 feet; thence South 37°14'50" East along said boundary 224.88 feet to the point of commencement.

LESS AND EXCEPTING THEREFROM any portion thereof within the bounds of Red Pine Townhouses, according to the Record of Survey Map recorded in the Office of the Summit County Recorder.

ALSO LESS AND EXCEPTING THEREFROM any portion thereof within the bounds of the following described property, as deeded to Wolf Mountain Resorts, L.C., a Utah limited liability company, in the Warranty Deed recorded September 19, 1997 as Entry No. 487696 in Book 1077 at page 442 of Official Records:

COMMENCING at a point which is North 1360.64 feet and West 782.23 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence Easterly along the North right of way line of a street formerly known as Park West Drive and along the arc of a 1200 foot radius curve to the left, 136.805 feet through a central angle of 6°31'55" (chord bears North 71°15'57" East 136.731 feet;) thence continuing along said North right of way and along the arc of a 469.700 foot radius curve to the right 278.726 feet through a central angle of 34°00'00", (chord bears North 85°00'00" East 274.654 feet;) thence South 78°00'00" East along said North right of way 143.265 feet; thence along the aforesaid right of way and along the arc of a 320.00 foot radius curve to the left, through a central angle of 44°39'06", (chord bears North 79°40'27" East 243.119;) to a point on the East section line of Section 36; thence South 00°00'26" East 189.29 feet, more or less, along said section line to a point which is North 1253 feet from the Southwest corner of Section 36; thence West 1336.11 feet, more or less, to the West line of the Southeast Quarter of the Southwest Quarter of Section 36; thence Northerly, along said West line, 250 feet; thence North 72°45'44" East 407.95 feet, more or less, to the Westernmost angle in the boundary of the Park West Condominiums; thence South 18°28'40" East along said boundary 89.02 feet; thence South 37°14'50" East 224.88 feet, along said boundary to the POINT OF BEGINNING.

Tax ID No.: PP-74

Parcel D: (Leasehold)

COMMENCING at the most Westerly point on the boundary of Park West Condominiums which point is North 1624 feet and West 946.80 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 50°00' East 278.50 feet; thence East 102.03 feet; thence North 50°00' East 247.14 feet; thence North 40°00' West 191.53 feet; thence North 89°27' West 772.42 feet, more or less, to a point of the 1/16 section line; thence North 0°06'35" West 208.04 feet, more or less, along said 1/16 line to the Northeast corner of the South one-half of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 36; thence North 89°22'19" West along the North boundary of the aforesaid half quarter quarter quarter, 669.19 feet,

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more or less, to the Northwest Corner of said half quarter quarter quarter, thence South 0°10'30" East along the West boundary of said half quarter quarter quarter, 333.04 feet, more or less, to the Southwest corner thereof; thence North 89°27'39" West along the North boundary of the North one-half of the Southwest Quarter of the Northwest Quarter of said Section 36, 668.84 feet, more or less, to the Northwest Corner of said half quarter quarter quarter; thence South 0°13'31" East along the West boundary of said half quarter quarter quarter, 338.16 feet, more or less, to the Southwest corner thereof; thence South 89°53'59" East along the South boundary of said half quarter quarter quarter, 668.45 feet, more or less, to the Southeast Corner thereof; thence South 0°10'30" East 162.20 feet, more or less, to a point which is North 1503.11 feet from the South Section line of Section 36; thence East 668.29 feet to a point on the East boundary line of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 36; thence North 72°45'44" East, 407.95 feet more or less, to the point of commencement.

AND ALSO; BEGINNING at the Southeast Corner of the property described as Parcel N in the Warranty Deed recorded February 19, 1995 as Entry No. 424516 in Book 866 at page 818 of Official Records, which is also described as the Southeast Corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence along the East line of the property so described North 0°10'03" West 184.11 feet, more or less, to the South line of the property described as Parcel D in the Special Warranty Deed recorded November 27, 1996 as Entry No. 468164 in Book 1010 at page 606 of Official Records; and running thence along the South line of the property so described, East 668.29 feet, more or less, to a point which is described in said deed as being on the East line of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 36; thence South 184.11 feet, more or less, to the Northeast Corner of the property described as Parcel B-2 in the Special Warranty Deed recorded November 27, 1996 as Entry No. 468164 in Book 1010 at page 606 of Official Records, which point is also described as the North line of a right of way formerly known as Park West Drive; thence along the North line of said right of way and said deed line 668.04 feet, more or less, to the POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM any portion within the following described parcels:
COMMENCING at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West, a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the quarter section line of said section 36, North 00°13'26" West, a distance of 2672.61 feet to the center of said section; thence along the quarter section line of said section 36, South 89°16'58" East, a distance of 608.59 feet to the TRUE POINT OF BEGINNING thence South 89°16'58" East a distance of 730.48 feet; thence South 00°06'32" East a distance of 540.04 feet; thence South 89°27'00" East a distance of 457.97 feet; thence South 22°09'22" West a distance of 23.46 feet; to a point on a 250.00 foot radius curve to the right; thence along said arc, through a central angle of 40°53'07", a distance of 178.40 feet, thence South 63°02'29" West a distance of 298.07 feet; to a point on a 250.00 foot radius curve to the right; thence along said arc, through a central angle of 37°57'30", a distance of 165.62 feet, thence North 79°00'00" West a distance of 154.93 feet; thence North 23°09'22" East a distance of 534.31 feet; thence North 83°26'14" West a distance of 217.29 feet; thence South 89°37'40" West a distance of 136.72 feet; thence South 71°36'34" West a distance of 207.92 feet; thence South 85°02'48" West a distance of 224.36 feet; thence South 74°30'52" West a distance of 306.99 feet; thence South 26°00'00" West a distance of 120.26 feet; thence North 64°00'00" West a distance of 49.82 feet; thence North 26°00'00" East a distance of 22.00 feet; to a point on a 128.00 foot radius non-tangent curve to the right; center bears North 26°00'00" East; thence along said arc, through a central angle of 18°28'37", a distance of 41.28 feet, thence North 33°00'00" East a distance of 61.70 feet; thence North 59°46'54" East a distance of 112.25 feet; thence North 43°51'27" East a distance of 28.98 feet; thence North 60°31'57" East a distance of 191.35 feet; thence North 14°00'00" East a distance of 112.24 feet; thence North 72°08'15"

East a distance of 118.97 feet; thence North 14°00'00" East a distance of 162.64 feet; to said POINT OF BEGINNING.

COMMENCING at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West, a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the quarter section line of said section 36, North 00°13'26" West, a distance of 1047.25 feet and South 89°46'34" West, a distance of 248.35 feet to the TRUE POINT OF BEGINNING; thence North 47°30'47" West a distance of 742.66 feet; thence South 74°22'43" West a distance of 719.71 feet; thence North 19°34'36" West a distance of 445.90 feet; thence North 40°25'24" East a distance of 200.00 feet; thence North 79°34'36" West a distance of 200.00 feet; thence North 19°34'36" West a distance of 150.00 feet; thence South 84°08'15" East a distance of 415.45 feet; thence North 81°42'13" East a distance of 599.65 feet; thence South 77°35'29" East a distance of 257.82 feet; thence South 10°12'36" West a distance of 33.15 feet; thence South 71°48'03" East a distance of 487.81 feet; thence South 58°49'24" East a distance of 308.76 feet; thence South 58°49'24" East a distance of 276.29 feet; thence South 88°26'41" East a distance of 525.03 feet; thence North 25°06'23" East a distance of 265.06 feet; thence South 79°00'00" East a distance of 142.42 feet to a point on a 250.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 37°57'30", a distance of 165.62 feet; thence North 63°02'29" East a distance of 298.07 feet to a point on a 250.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 40°53'07", a distance of 178.40 feet; thence North 22°09'22" East a distance of 23.46 feet; thence South 89°27'00" East a distance of 609.01 feet; thence South 50°00'00" West a distance of 470.99 feet; thence North 90°00'00" West a distance of 102.03 feet; thence South 50°00'00" West a distance of 278.50 feet; thence South 41°41'30" West a distance of 225.92 feet; thence South 82°01'24" West a distance of 171.13 feet; thence South 72°00'15" West a distance of 201.17 feet; thence North 82°16'12" West a distance of 347.47 feet; thence South 85°58'04" West a distance of 202.71 feet; thence West a distance of 306.42 feet; thence North 86°22'02" West, a distance of 609.97 feet; thence South, a distance of 394.05 feet to said POINT OF BEGINNING.

COMMENCING at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 528.05 feet; thence leaving said section line North 89°59'29" West a distance of 853.02 feet to the POINT OF BEGINNING; thence South 22°09'22" West a distance of 33.35 feet to a point on a 275.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 40°53'07", a distance of 196.24 feet; thence South 63°02'29" West a distance of 298.07 feet to a point on a 275.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 37°57'30", a distance of 182.19 feet; thence North 79°00'00" West a distance of 727.82 feet to a point on a 525.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 7°00'00", a distance of 64.14 feet; thence North 72°00'00" West a distance of 20.84 feet to a point on a 175.00 foot radius curve to the left, center bears South 18°00'00" West; thence along the arc of said curve through a central angle of 35°33'57", a distance of 108.63 feet; thence South 72°26'03" West a distance of 35.47 feet to a point on a 225.00 foot radius curve to the right, center bears North 17°33'57" West; thence along the arc of said curve through a central angle of 17°33'57", a distance of 68.98 feet; thence North 90°00'00" West a distance of 201.51 feet; thence South 00°13'26" East a distance of 52.08 feet; thence North 58°49'24" West a distance of 35.15 feet; thence North 00°13'26" West a distance of 118.89 feet; thence North 90°00'00" East a distance of 30.00 feet; thence South 00°13'26" East a distance of 35.00 feet; thence North 90°00'00" East a distance of 107.44 feet to a point on a 17.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 100°00'00", a distance of 29.67 feet; thence North 10°00'00" West a distance of 55.82 feet to a point on a 125.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 20°51'27", a distance of 45.50 feet; thence North 26°00'00" East a distance of 31.16 feet to a point on a 128.00 foot radius non-tangent curve to the right, center bears North 26°00'00" East; thence along the arc of said curve through a central angle of

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18°28'37", a distance of 41.28 feet; thence North 33°00'00" East a distance of 29.95 feet to a point on a 175.00 foot radius non-tangent curve to the right, center bears South 36°20'42" West; thence along the arc of said curve through a central angle of 43°39'18", a distance of 133.34 feet; thence South 10°00'00" East a distance of 34.53 feet to a point on a 57.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 91°48'39", a distance of 91.34 feet to a point on a 175.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 5°45'19", a distance of 17.58 feet; thence North 72°26'03" East a distance of 35.47 feet to a point on a 225.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 35°33'57", a distance of 139.67 feet; thence South 72°00'00" East a distance of 20.84 feet to a point on a 475.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 7°00'00", a distance of 58.03 feet; thence South 79°00'00" East a distance of 727.82 feet to a point on a 225.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 37°57'30", a distance of 149.06 feet; thence North 63°02'29" East a distance of 298.07 feet to a point on a 225.00 foot radius curve to the left, center bears North 26°57'31" West; thence along the arc of said curve through a central angle of 40°53'07", a distance of 160.56 feet; thence North 22°09'22" East a distance of 13.56 feet; thence South 89°27'00" East a distance of 53.78 feet to said POINT OF BEGINNING.

Tax ID No. PP-74-G-1, PP-74-G

Parcel E-1: (Leasehold)

COMMENCING at a point North 503 feet and West 448 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 100 feet; thence North 89°58' West 59.4 feet; thence North 43°40' West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North 43°40' West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North 43°40' West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North 43°40' West 16.1 feet; thence North 97.4 feet; thence North 46° East 16.1 feet; thence North 89°15'45" East 37.4 feet; thence South 43°45' East 16.1 feet; thence South 2°7'9" East 9.34 feet; thence South 89°32'14" East 48.05 feet; thence South 43°5' East 16.1 feet; thence South 2°7'9" East 9.34 feet; thence South 89°58'50" East 48.7 feet; thence South 43°40' East 16.1 feet; thence South 2°7'9" East 9.34 feet; thence North 8°37'45" East 48.7 feet; thence South 45° East, more or less, 30 feet, more or less, to the point of commencement.

Tax ID No.: PP-75-2

Parcel E-2: (Leasehold)

The following described tract of land in Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian:

COMMENCING at a point on the North right of way of Chalet Drive, which point is North 403 feet and West 507.4 feet from the Southeast corner of the aforesaid Section 36; and running thence North 43°40' West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North 43°40' West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North 48.7 feet; thence North 43°40' West 16.1 feet; thence North 2° West 9.34 feet; thence West 48.7 feet; thence North 43°40' West 16.1 feet; thence North 2° West 9.34 feet; thence North 97.4 feet; thence North 46° East 126.1 feet; thence North 89°15'45" East 37.4 feet; thence South 43°45' East 16.1 feet; thence South 2°7'9" East 9.34 feet; thence South 89°32'14" East 48.05 feet; thence South 43°45' East 16.1 feet; thence South 2°7'9" East 9.34 feet; thence South 89°58'50" East 48.7 feet; thence South 43°40' East 16.1 feet; thence South 2°7'9" East 9.34 feet; thence North 89°37'45" East 48.7 feet; thence South 45° East, more or less, 30 feet, more or less, to a point which is North 503 feet and West 448 feet from the Southeast corner of the aforesaid Section 36; thence

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North 62 feet; thence East 41 feet; thence North 70 feet; thence East 102.51 feet; thence North 30 feet, more or less, to a point which is on the Southeast corner of the Red Pine Townhouses; thence West 61.51 feet along the South boundary of said Townhouses to a point on a 45.00 foot radius curve to the right, the radius point of which bears North; thence Northwesterly along said boundary and along the arc of said curve 52.17 feet; thence West along said boundary line 108.76 feet; thence North along said boundary line 55.00 feet; thence West along said boundary line 204 feet to a point on the East right of way line of Red Pine Road and which is also on the aforesaid South boundary line; thence South along said East right of way line 189.6 feet, more or less, thence South 10°00" East along said right of way line 175.72 feet, more or less, to a point which is North 403 feet, more or less, from the South Section line of said Section 36, and which is on a line running North 89°58' West from the point of commencement; thence South 89°58' East 222 feet, more or less, to the point of commencement.

Tax ID No.: PP-75-75-A

Parcels E-1 and E-2 are together with a right and easement of use and enjoyment in and to the "Recreational Facilities" described in, and provided for in that certain Declaration of Covenants, Conditions and Restrictions of the Recreational Facilities for Red Pine Community, recorded March 11, 1995 as Entry No. 231561 in Book 334 at page 583 of Official Records.

Parcel F: (Leasehold)

COMMENCING at a point which is 1014.78 feet North of the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North along said Section line 425 feet, more or less, to a point on the North boundary line of the Park West Drive right of way; thence Northeasterly 50 feet, more or less, along said North right of way line and along the arc of a 320 foot radius curve to the left to a point of tangency; thence North 48°30' East along said North right of way line 255.19 feet to a point on a 15 foot radius curve to the left; thence Northerly along the arc of said curve 23.56 feet to a point of tangency; thence North 41°30' West 114.95 feet to a point on a 254 foot radius curve to the left; thence Northwesterly along the arc of said curve 117.48 feet to a point of tangency; thence North 68°00" West 76.72 feet to a point on a 416 foot radius curve to the right; thence Northwesterly along the arc of said curve 203.29 feet to a point of tangency; thence North 40°00' West 57.53 feet; thence North 50°00' East 36 feet; thence South 40°00' East 57.53 feet to a point on a 380 foot radius curve to the left; thence Southeasterly along the arc of said curve, 185.70 feet to a point of tangency; thence South 68°00' East 76.72 feet; thence along the arc of a 290 foot radius curve to the right 134.129 feet through a central angle of 26°30'00", (chord bears South 54°45' East 132.936 feet); thence South 41°30' East 114.95 feet to a point on a 15 foot radius curve to the left; thence Easterly along the arc of said curve 23.56 to a point of reverse curvature on a 972 foot radius curve to the right, which point is on the North right of way line of a right of way formerly known as Park West Drive; thence Easterly along the arc of said curve and along said North right of way, 704.02 feet to a point of tangency; thence East along the aforesaid North right of way line, 264.4 feet, more or less, to a point on the West boundary line of the U-224 access right of way, which point is approximately North 1929 feet and East 1188.59 feet from the Southwest corner of said Section 31; and running thence South along said West boundary 78.39 feet to a point on the South boundary of said right of way; thence South 86°29'46" East, along said South boundary, 167.71 feet; thence Southeasterly along the East boundary line of the U-224 right of way and along the arc of a 1230.92 foot radius curve to the left 293.77 feet, more or less, to a point which is North 1544 from the South Section line of said Section 31; thence West 694 feet, more or less, to a point of the West boundary line of Lot 8, of the vacated plat of Park City West, Plat No. 1; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder; thence South 290 feet; thence East 139.96 feet; thence South 239.22 feet, more or less, to a point which is North 1014.78 feet from the South Section line of Section 31; thence West 139.96 feet; thence South 1 foot; thence West 710.04 feet, more or less, to the point of commencement, together with one-half of

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the vacated street located adjacent to the lots within the bounds of this description within the bounds of the vacated plat of Park City West, Plat No. 1.

LESS AND EXCEPTING THEREFROM any portion within the following described parcels:

COMMENCING at a point which is North 1836.89 feet and East 957.35 feet from the Southwest corner of the aforesaid Section 31; and running thence South 144 feet; thence West 100 feet; thence North 144 feet; thence East 100 feet, more or less, to the point of commencement.

All of Parcel 1, Lower Village Parcel 1 Plat, according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

COMMENCING at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being South 89°44'59" East, a distance of 2594.30 feet between the South quarter corner of said Section 31 and the said Southwest corner of Section 31); thence along the southerly section line of said Section 31, South 89°44'59" East, a distance of 980.76 feet; thence North 00°15'01" East, a distance of 1575.19 feet to the TRUE POINT OF BEGINNING; thence North 00°00'00" East a distance of 270.19 feet to a point on a non-tangent 196.93 foot radius curve to the right, center bears South 23°01'04" West; thence along the arc of said curve through a central angle of 18°51'56", a distance of 64.84 feet; thence South 48°07'00" East a distance of 151.50 feet to a point on a 340.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 43°22'08", a distance of 257.36 feet to a point on a non-tangent 1230.92 foot radius curve to the left, center bears North 75°45'48" East; thence along the arc of said curve through a central angle of 18°36'07", a distance of 399.64 feet; thence South 89°59'29" East a distance of 7.34 feet to a point on a non-tangent 1230.92 foot radius curve to the left, center bears North 56°53'26" East; thence along the arc of said curve through a central angle of 27°15'15", a distance of 585.52 feet; thence South 60°37'46" East a distance of 375.37 feet; thence North 89°49'29" West a distance of 344.34 feet; thence North 64°11'52" West a distance of 240.12 feet; thence North 50°58'08" West a distance of 239.87 feet to a point on a 122.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 34°44'26", a distance of 73.97 feet; thence North 38°55'23" West a distance of 255.26 feet; thence North 44°54'20" West a distance of 295.51 feet; thence North 33°07'08" West a distance of 247.55 feet to said POINT OF BEGINNING.

COMMENCING at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being South 89°44'59" East, a distance of 2594.30 feet between the South quarter corner of said Section 31 and the said Southwest corner of Section 31); thence along the westerly line of said Section 31, North 00°00'31" East, a distance of 42.29 feet to the TRUE POINT OF BEGINNING; thence North 00°00'31" East a distance of 317.56 feet; to a point on a 392.00 foot radius non-tangent curve to the left, center bears North 26°08'10" West; thence along said arc, through a central angle of 15°21'49", a distance of 105.12 feet; thence South 00°47'37" West a distance of 136.62 feet; thence South 20°41'05" East a distance of 189.75 feet; thence South 82°34'05" East a distance of 143.41 feet; thence South 00°11'35" East a distance of 583.19 feet; thence North 89°59'29" West a distance of 25.13 feet; thence South a distance of 167.60 feet; thence West a distance of 38.88 feet; thence South 51°35'35" West a distance of 101.61 feet; thence South 06°14'25" East a distance of 85.86 feet; thence South 36°02'29" West a distance of 24.16 feet; thence North 81°34'11" West a distance of 30.68 feet; thence South 87°55'07" West a distance of 43.01 feet; thence South 27°33'22" West a distance of 57.59 feet; thence South 30°46'15" West a distance of 100.54 feet; to said POINT OF BEGINNING.

COMMENCING at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being North 00°00'31" East, a distance of 2639.25 feet between the

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Southwest corner of said Section 31 and the West quarter corner of said section 31); thence along the section line of said Section 31, North 00°00'31" East, a distance of 1359.80 feet to the TRUE POINT OF BEGINNING; said point being on the southerly right-of-way of Canyon Resort Drive; thence along said section line North 00°00'31" East a distance of 82.51 feet to the northerly right-of-way of Canyon Resort Drive said point also on a 320.00 foot radius curve to the left, center bears North 32°39'37" West; thence along said northerly right-of-way line the following four (4) calls; 1) thence along the arc of said curve through a central angle of 8°50'23", a distance of 49.37 feet; 2) thence North 48°30'00" East a distance of 321.19 feet to a point on a 972.00 foot radius curve to the right; 3) thence along the arc of said curve through a central angle of 40°23'40", a distance of 685.28 feet to a point on a 263.48 foot radius compound curve to the right; 4) thence along the arc of said curve through a central angle of 18°07'20", a distance of 83.34 feet; thence leaving said northerly right of way line South a distance of 60.33 feet to a point on said southerly right of way line; thence along said southerly right of way line the following four (4) calls; 1) North 90°00'00" West a distance of 63.44 feet to a point on a 900.00 foot radius curve to the left; 2) thence along the arc of said curve through a central angle of 41°30'00", a distance of 651.88 feet; 3) thence South 48°30'00" West a distance of 321.19 feet to a point on a 392.00 foot radius curve to the right; 4) thence along the arc of said curve through a central angle of 15°21'50", a distance of 105.12 feet to said POINT OF BEGINNING.

COMMENCING at the West quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being South 00°00'31" West, a distance of 2639.25 feet between the West quarter corner of said section 31 and the Southwest corner of said Section 31); thence along the section line of said Section 31, South 00°00'31" West, a distance of 536.01 feet; thence North 89°59'29" West, a distance of 7.03 feet to the TRUE POINT OF BEGINNING; said point being on a 284.97 foot radius curve to the right, center bears South 82°51'18" West; thence along the arc of said curve through a central angle of 7°06'21", a distance of 35.34 feet; thence South 00°00'22" East a distance of 35.47 feet to a point on a 370.92 foot radius curve to the left; thence along the arc of said curve through a central angle of 29°33'31", a distance of 191.36 feet to a point on a 170.00 foot radius compound curve to the left; thence along the arc of said curve through a central angle of 34°56'18", a distance of 103.66 feet to a point on a 280.00 foot radius reverse curve to the right; thence along the arc of said curve through a central angle of 23°00'20", a distance of 112.43 feet; thence South 41°29'51" East a distance of 26.05 feet to a point on a 90.00 foot radius non-tangent curve to the right, center bears South 22°01'35" East; thence along the arc of said curve through a central angle of 14°52'41", a distance of 23.37 feet; thence South 41°30'00" East a distance of 17.30 feet to a point on a 15.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 90°00'00", a distance of 23.56 feet; thence South 48°30'00" West a distance of 145.38 feet to a point on a 90.00 foot radius non-tangent curve to the right, center bears North 76°19'13" East; thence along the arc of said curve through a central angle of 42°42'40", a distance of 67.09 feet; thence North 41°29'51" West a distance of 26.05 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 23°00'20", a distance of 88.34 feet to a point on a 230.00 foot radius reverse curve to the right; thence along the arc of said curve through a central angle of 34°56'18", a distance of 140.25 feet to a point on a 430.92 foot radius compound curve to the right; thence along the arc of said curve through a central angle of 29°33'31", a distance of 222.31 feet; thence North 00°00'22" West a distance of 35.47 feet to a point on a 224.97 foot radius curve to the left; thence along the arc of said curve through a central angle of 9°10'02", a distance of 36.00 feet; thence South 89°27'00" East a distance of 60.69 feet to said POINT OF BEGINNING.

COMMENCING at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being South 89°44'59" East, a distance of 2694.30 feet between the South quarter corner of said Section 31 and the said Southwest corner of Section 31); thence along the southerly section line of said Section 31, South 89°44'59" East, a distance of 540.23 feet to the true POINT OF BEGINNING; said point being on a 370.00 foot radius curve to the left, center bears North

50°26'18" West; thence along the arc of said curve through a central angle of 39°33'37", a distance of 255.47 feet; thence North 00°00'05" East a distance of 836.56 feet to a point on a 270.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 42°24'21", a distance of 199.83 feet; thence North 42°24'16" West a distance of 352.95 feet to a point on a 35.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 62°20'49", a distance of 38.09 feet to a point on a 90.00 foot radius reverse curve to the right; thence along the arc of said curve through a central angle of 24°24'10", a distance of 38.33 feet; thence North 41°26'57" West a distance of 26.45 feet; thence North 48°30'01" East a distance of 135.85 feet to a point on a 900.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 1°12'34", a distance of 19.00 feet to a point on a non-tangent 90.00 foot radius curve to the right, center bears South 68°06'26" West; thence along the arc of said curve through a central angle of 34°19'36", a distance of 53.92 feet to a point on a 35.00 foot radius reverse curve to the left; thence along the arc of said curve through a central angle of 54°50'18", a distance of 33.50 feet; thence South 42°24'16" East a distance of 361.48 feet to a point on a 330.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 42°24'21", a distance of 244.24 feet; thence South 00°00'05" West a distance of 836.56 feet to a point on a 430.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 21°07'44", a distance of 158.57 feet to a point on a 12.00 foot radius reverse curve to the left; thence along the arc of said curve through a central angle of 86°54'11", a distance of 18.20 feet to a point on a 370.00 foot radius compound curve to the left; thence along the arc of said curve through a central angle of 23°58'37", a distance of 154.84 feet; thence South 00°15'01" West a distance of 33.98 feet; thence North 89°44'59" West a distance of 272.18 feet to said POINT OF BEGINNING.

ALSO LESS AND EXCEPTING The Canyons Resort Drive Deeded as Entry# 884812 (Wolf) and Entry# 803026 CASC.

Any portion within the bounds of the East Willow Draw Development Area Master Plat, on file and of record in the Office of the Summit County Recorder's Office.

Tax ID No. PP-102-C-2, PP-102-B-3-A, PP-102-D-3-E, PP-102-B-3

Parcel G-1: (Leasehold)

COMMENCING at a point which is North 2458.79 feet and East 747.03 feet from the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 150.2 feet, more or less, to a point on the Northeast corner of the boundary of the Park West Condominiums (Cluster Portion), according to the Records of Survey Map, on file and of record in the Office of the Summit County Recorder, and as amended; thence West along said boundary 255.08 feet; thence Southwest along said boundary 99 feet, more or less; thence South along said boundary 70 feet; thence West along said boundary 215.50 feet; thence South 40° West along said boundary 168 feet; thence South 50°17' East along said boundary 89.03 feet; thence South 69°24' West along said boundary 60 feet; thence North 20°36' West along said boundary 30 feet; thence South 69°24' West along said boundary 60 feet; thence South 20°36' East 117.30 feet; thence North 69°24' East along said boundary 60 feet; thence South 20°36' East along said boundary 30 feet; thence North 69°24' East along said boundary 60 feet; thence South 2°29' East along said boundary 36.10 feet; thence South 45°30' West along said boundary 31.85 feet; thence Southwesterly 22 feet, more or less, along said boundary and along the arc of a 15.27 foot radius curve to the right, through a central angle of 84°35'51" (chord bears South 87°47'56" West 20.19 feet) to a point on the Easterly line of Summit Drive; thence Northwesterly 91.60 feet; along said street line and the arc of a 290 foot radius curve to the left, through a central angle of 18°05'51", (chord bears North 58°57'06" West 91.22 feet); thence along said street line North 68°00' West 73.72 feet, more or less, to a point on the West Section line of Section 31; thence North along said section line 240 feet, more or less, to a point which is North 2103.17 feet from the Southwest

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corner of Section 31 and is the Southwest corner of the property described in that certain Warranty Deed recorded November 16, 1990 as Entry No. 332849 in Book 587 at page 19 of Official Records, thence following the boundaries described in said deed for the following four (4) courses: East 35.52 feet; thence North 101.10 feet; thence East 342 feet; thence North 254.18 feet; thence East 325 feet, more or less, to the POINT OF BEGINNING.

Any portion within the bounds of the East Willow Draw Development Area Master Plat, on file and of record in the Office of the Summit County Recorder's Office.

Tax ID No.: PP-102-D-3-D

Parcel H-1: (Leasehold)

BEGINNING at a point on the North line of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian; which point is 2463.5 feet West of the Northeast corner of said section; and running thence South 504.5 feet; thence West 289.5 feet; thence South 577 feet, more or less, to a point on the North line of Parcel B as described in that certain Warranty Deed, recorded April 25, 1989 as Entry No. 307264 in Book 519 at page 241 of Official Records; thence West 400 feet, more or less, to a point on the West boundary line of the Northeast Quarter of said Section 1; thence North 1°50' West along said West boundary line 1082.4 feet, more or less, to a point on the aforesaid North section line; thence East along said North section line 723 feet, more or less to the POINT OF BEGINNING.

Tax ID No.: PP-2-E-2, PP-2-D-3, PP-2-D, PP-2-B, PP-2-D-1, PP-2-D-2, PP-2-E, PP-2-E-A, PP-2-C-1

Parcel H-2: (Leasehold)

COMMENCING at the Northwest corner of Lot 13, of Park City West, Plat No. 2, ; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder, which point is on the North Section line of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and is located West 2460.54 feet from the Northeast corner of said section; and running thence South 479.50 feet to the Southwest corner of said lot; thence East 126.23 feet; thence South 25.00 feet; thence East 300.00 feet; thence North 25.00 feet; thence East 147.29 feet to the Southeast corner of Lot 14 of the aforesaid plat; thence South 44.76 feet, more or less, to a point on the center line of a 50.00 foot right of way easement; thence West 573.56 feet; thence North 524.26 feet, more or less, to a point on the aforesaid North section line; thence East 3.00 feet, more or less, to the point of commencement.

LESS AND EXCEPTING THEREFROM: COMMENCING at the Northwest corner of Lot 13, Park City West, Plat No. 2, as recorded in the Office of the Summit County Recorder, which point is on the North Section line of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and is located West 2460.54 feet from the Northeast corner of said section; and running thence South 479.50 feet, to the Southwest corner of said lot, and the true POINT OF BEGINNING; thence East 126.23 feet; thence South 25.00 feet; thence East 300.00 feet; thence North 25.00 feet; thence East 147.29 feet to the Southeast corner of Lot 14, of the aforesaid plat; thence South 44.76 feet, more or less, to a point on the center line of a 50.00 feet right of way easement; thence West, along the centerline of said right of way easement, 573.56 feet, more or less, to a point 44.76 feet South of the POINT OF BEGINNING; thence North 44.76 feet, more or less, to the point of commencement.

Tax ID No.: PP-2-C-1

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Parcel H-3: (Leasehold)

COMMENCING at the Northwest corner of Lot 13, Park City West, Plat No. 2, as recorded in the Office of the Summit County Recorder, which point is on the North Section line of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and is located West 2460.54 feet from the Northeast corner of said section; and running thence South 479.50 feet, to the Southwest corner of said lot, and the true POINT OF BEGINNING; thence East 126.23 feet; thence South 25.00 feet; thence East 300.00 feet; thence North 25.00 feet; thence East 147.29 feet to the Southeast corner of Lot 14, of the aforesaid plat; thence South 44.76 feet, more or less, to a point on the center line of a 50.00 foot right of way easement; thence West, along the centerline of said right of way easement, 573.56 feet, more or less, to a point 44.76 feet South of the POINT OF BEGINNING; thence North 44.76 feet, more or less, to the point of commencement.

Tax ID No: PP-2-C-1-A

Parcel I: (Leasehold)

COMMENCING at a point on the North line of Section 1, Township 2 South, Range 3 East, Salt Lake Base and Meridian, which is West 1,269 feet from the Northeast Corner of said Section 1; and running thence West along the section line 208.97 feet; thence South 524.26 feet, more or less, to a point on the center line of a 50 foot right of way easement; thence East along the center line 162.26 feet; thence Northeasterly along said center line and along the arc of a 636.62 foot radius curve to the left 471.11 feet; thence North 48°30' West 511.34 feet, more or less, to a point which is West 1269 feet from the East Section line of said Section 1; thence North 18.93 feet, more or less, to the point of commencement.

TOGETHER WITH and subject to 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, 50 feet in width, 25 feet on either said of the following described center line:

BEGINNING at a point on 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 355 feet; thence 1,112.96 feet along the arc of a 636.62 foot radius curve to the right; thence West 881 feet; as conveyed in that certain Warranty Deed recorded August 2, 1977 as Entry No. 139351 in Book M-97 at page 730 of Official Records.

Tax ID No.: PP-2-K

Parcel K-1: (Leasehold)

The East one-half of Section 34, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-59-70 (Summit County), 18-27-400-001-0000 (Salt Lake County)

Parcel K-2: (Leasehold)

All of Section 35, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-72

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Parcel K-3: (Leasehold)

The West half of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.
Tax ID No.: PP-73-A

LESS AND EXCEPTING THEREFROM: COMMENCING at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 533.56 feet; thence leaving said section line North 89°59'29" West a distance of 270.94 feet to the POINT OF BEGINNING; thence South 50°00'02" West a distance of 470.99 feet; thence North 90°00'00" West a distance of 102.03 feet; thence South 50°00'00" West a distance of 278.50 feet; thence South 41°41'30" West a distance of 225.92 feet; thence South 82°01'24" West a distance of 171.13 feet; thence South 72°00'15" West a distance of 201.17 feet; thence North 82°16'12" West a distance of 347.47 feet; thence South 85°58'04" West a distance of 202.71 feet; thence North 90°00'00" West a distance of 306.42 feet; thence North 86°22'02" West a distance of 609.97 feet; thence South 00°00'00" East a distance of 394.05 feet; thence North 47°30'47" West a distance of 742.66 feet; thence South 74°22'43" West a distance of 719.71 feet; thence North 32°42'37" West a distance of 413.74 feet; thence North 45°51'07" East a distance of 515.90 feet; thence North 81°42'13" East a distance of 327.18 feet; thence South 00°44'12" West a distance of 25.63 feet; thence South 88°01'56" East a distance of 220.76 feet; thence South 65°49'07" East a distance of 52.16 feet; thence South 89°48'04" East a distance of 77.70 feet; thence North 00°10'55" West a distance of 77.40 feet; thence South 77°35'33" East a distance of 180.31 feet; thence South 10°12'36" West a distance of 33.15 feet; thence South 71°48'03" East a distance of 167.51 feet; thence South 34°50'28" West a distance of 132.90 feet; thence North 84°31'47" West a distance of 293.50 feet; thence South 67°20'38" West a distance of 26.32 feet; thence South 86°42'58" West a distance of 322.16 feet; thence South 06°33'08" West a distance of 48.43 feet; thence South 89°26'52" East a distance of 386.04 feet; thence North 66°40'56" East a distance of 114.23 feet; thence South 84°55'31" East a distance of 93.44 feet; thence South 61°13'08" East a distance of 142.27 feet; thence South 79°40'32" East a distance of 257.87 feet; thence North 89°54'42" East a distance of 93.39 feet; thence North 00°13'26" West a distance of 117.30 feet; thence South 58°49'24" East a distance of 266.02 feet; thence North 46°38'46" East a distance of 44.83 feet; thence South 61°33'19" East a distance of 125.97 feet; thence South 72°26'33" East a distance of 144.36 feet; thence North 88°58'01" East a distance of 309.96 feet; thence North 71°58'23" East a distance of 138.22 feet; thence North 62°43'34" East a distance of 147.77 feet; thence North 29°04'15" East a distance of 39.83 feet; thence South 79°00'00" East a distance of 150.58 feet to a point on a 275.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 37°57'30", a distance of 182.19 feet; thence North 63°02'29" East a distance of 298.07 feet to a point on a 275.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 40°53'07", a distance of 196.24 feet; thence North 22°09'22" East a distance of 33.36 feet; thence South 89°27'00" East a distance of 582.11 feet to said POINT OF BEGINNING.

Parcel K-4: (Leasehold)

The East half of Section 22, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM the following property conveyed in Special Warranty Deed to Willow Ranch Development Company, a Utah corporation recorded August 31, 1995 as Entry No. 436508 in Book 905 at page 66 of Official Records, and being more particularly described as follows:

Parcel 1: A parcel of land lying within the Northeast Quarter of Section 22, Township 1 South, Range 3 East, Salt Lake Base and Meridian more particularly described as follows:

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BEGINNING at a point that is South 64°59'17" West 1628.01 feet from the Southwest Corner of Section 14, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence South 217.80 feet; thence West 200 feet; thence North 217.80 feet; thence East 200 feet to the POINT OF BEGINNING. The basis of bearing for the above description is South 89°53'63" West between the South Quarter Corner of Section 14 and the Southeast Corner of Section 14, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No: PP-59, PP-59-A

Parcel K-5: (Leasehold)

The West Half of the Northwest Quarter, the Southwest Quarter, the West Half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 26, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No. PP-65

Parcel K-6: (Leasehold)

The Southeast Quarter of Section 27, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-67 (Summit County), 18-27-400-001-0000 (Salt Lake County)

Parcel K-7: (Leasehold)

BEGINNING at a point North 89°47' East 2543.22 feet from the West Quarter Corner of Section 27, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence South 4568.66 feet; thence South 43°15' West 328.70 feet; thence North 49°51' West 659.34 feet; thence North 88°11' West 1162.26 feet; thence North 75°48' West 289.74 feet; thence South 79°47' West 374.88 feet; thence South 948.1 feet, more or less, to the West Quarter Corner of Section 34, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence East 2640 feet, more or less, to the center of said Section 34; thence North 5280 feet, more or less, to the center of Section 27; thence South 89°47' West 96.78 feet, more or less, to the POINT OF BEGINNING.

Tax ID No.: PP-69-70-A, (Summit County), 18-27-400-001-0000 (Salt Lake County)

Parcel M: (Leasehold)

BEGINNING at a point which is North 572.40 feet and West 1269 feet from the Glo Brass Cap Monument at the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, from which Glo Monument the Summit County Brass Cap Monument to the Northeast Corner of Section 36 bears due North (basis of bearing); thence East 519 feet; thence South 10°00' East 355 feet; thence Southwesterly 640 feet along the arc of a 636.62 foot curve to the right, through a central angle of 57°25'00" (chord bears South 18°48' West 613.39 feet); thence North 48°30' West 511.34 feet, (prior deed = 510 feet); thence North 591.45 feet, (prior deed = 572.4 feet) to the POINT OF BEGINNING.

TOGETHER WITH a right of way for Ingress and egress, 50 feet in width, the centerline of which is located along the East line of the subject property, as disclosed in that certain Warranty Deed dated April 28, 1971 and recorded May 26, 1971 as Entry No. 113232 in Book M-31 at page 324 of Official Records.

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LESS AND EXCEPTING THEREFROM the portion that lies within the boundary of Westgate at The Canyons Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

Tax ID No.: PP-75-L, PP-2-H

Parcel N: (Leasehold)

COMMENCING at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 89°38'21" West 268.14 feet, more or less, to a point which is South 89°38'21" East 400 feet along the 1/16 Section line from the West line of said Southeast Quarter (said point also being the Southeast Corner of Parcel 4 described in that certain Warranty Deed recorded as Entry No. 404909 in Book 807 at page 371;) thence North 0°13'31" West 200 feet along said deed line; thence North 89°38'21" West 200 feet, more or less, along said deed line, to a point which is East 200 feet from the aforesaid West line of the Southeast Quarter; thence North 0°13'31" West 50 feet, along said deed line; North 89°38'21" West 100 feet, more or less, along said deed line, to a point which is South 89°38'21" East 100 feet from the aforesaid West line of the Southeast Quarter; thence North 0°13'31" West 80 feet, more or less, along said deed line, to a point on the North line of the South half of the aforesaid quarter quarter; thence South 89°56'45" East along said North line 568.45 feet, more or less to the Northeast Corner of said South Half; thence South 0°10'03" East 333.04 feet, more or less, to the point of commencement.

LESS AND EXCEPTING THEREFROM any portion within the following parcels:

COMMENCING at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West, a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the quarter section line of said section 36, North 00°13'26" West, a distance of 2672.61 feet to the center of said section; thence along the quarter section line of said section 36, South 89°16'58" East, a distance of 608.59 feet to the true POINT OF BEGINNING thence South 89°16'58" East a distance of 730.48 feet; thence South 00°06'32" East a distance of 540.04 feet; thence South 89°27'00" East a distance of 457.97 feet; thence South 22°09'22" West a distance of 23.46 feet; to a point on a 250.00 foot radius curve to the right; thence along said arc, through a central angle of 40°53'07", a distance of 178.40 feet, thence South 63°02'29" West a distance of 298.07 feet; to a point on a 250.00 foot radius curve to the right; thence along said arc, through a central angle of 37°57'30", a distance of 165.62 feet, thence North 79°00'00" West a distance of 154.93 feet; thence North 23°09'22" East a distance of 534.31 feet; thence North 83°26'14" West a distance of 217.29 feet; thence South 89°37'40" West a distance of 136.72 feet; thence South 71°36'34" West a distance of 207.92 feet; thence South 85°02'48" West a distance of 224.36 feet; thence South 74°30'52" West a distance of 306.99 feet; thence South 26°00'00" West a distance of 120.26 feet; thence North 64°00'00" West a distance of 49.82 feet; thence North 26°00'00" East a distance of 22.00 feet; to a point on a 128.00 foot radius non-tangent curve to the right; center bears North 26°00'00" East; thence along said arc, through a central angle of 18°28'37", a distance of 41.28 feet, thence North 33°00'00" East a distance of 61.70 feet; thence North 59°46'54" East a distance of 112.25 feet; thence North 43°51'27" East a distance of 28.98 feet; thence North 60°31'57" East a distance of 191.35 feet; thence North 14°00'00" East a distance of 112.24 feet; thence North 72°08'15" East a distance of 118.97 feet; thence North 14°00'00" East a distance of 162.64 feet; to said POINT OF BEGINNING.

COMMENCING at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West, a distance of 2667.10 feet between the

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southeast corner of said section 36 and the said south quarter corner); thence along the quarter section line of said section 36, North 00°13'26" West, a distance of 1047.25 feet and South 89°46'34" West, a distance of 248.36 feet to the true POINT OF BEGINNING; thence North 47°30'47" West a distance of 742.66 feet; thence South 74°22'43" West a distance of 719.71 feet; thence North 19°34'36" West a distance of 445.90 feet; thence North 40°25'24" East a distance of 200.00 feet; thence North 79°34'36" West a distance of 200.00 feet; thence North 19°34'36" West a distance of 150.00 feet; thence South 84°08'15" East a distance of 415.45 feet; thence North 81°42'13" East a distance of 599.65 feet; thence South 77°35'29" East a distance of 257.82 feet; thence South 10°12'36" West a distance of 33.15 feet; thence South 71°48'03" East a distance of 487.81 feet; thence South 58°49'24" East a distance of 308.76 feet; thence South 58°49'24" East a distance of 276.29 feet; thence South 88°26'41" East a distance of 525.03 feet; thence North 25°06'23" East a distance of 265.06 feet; thence South 79°00'00" East a distance of 142.42 feet to a point on a 250.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 37°57'30", a distance of 165.62 feet; thence North 63°02'29" East a distance of 298.07 feet to a point on a 250.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 40°53'07", a distance of 178.40 feet; thence North 22°09'22" East a distance of 23.46 feet; thence South 89°27'00" East a distance of 609.01 feet; thence South 50°00'00" West a distance of 470.99 feet; thence North 90°00'00" West a distance of 102.03 feet; thence South 50°00'00" West a distance of 278.50 feet; thence South 41°41'30" West a distance of 225.92 feet; thence South 82°01'24" West a distance of 171.13 feet; thence South 72°00'15" West a distance of 201.17 feet; thence North 82°16'12" West a distance of 347.47 feet; thence South 85°58'04" West a distance of 202.71 feet; thence West a distance of 306.42 feet; thence North 86°22'02" West, a distance of 609.97 feet; thence South, a distance of 394.05 feet to said POINT OF BEGINNING.

Tax ID No.: PP-74-D

Parcel V-3: (Leasehold)

Parcel 1:

The North 590 feet of the Southeast Quarter of the Southwest Quarter and the North 590 feet of the West Half of the Southwest Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-73-C, PP-75-C

Parcel 2:

The South 495 feet of the West Half of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-75-H-1

Parcel 3:

The South 330 feet of the East Half of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-75-H-1-A

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Parcel 4:

The South 330 feet of the West 100 feet and the South 250 feet of the East 100 feet of the West 200 feet and the South 200 feet of the East 200 feet of the West 400 feet of the South Half of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian

Tax ID No.: PP-75-A-5

LESS AND EXCEPTING From PARCEL V-1:

The portion that lies within the bounds of Sundial Lodge at The Canyons, a Utah condominium project, according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Sundial Lodge Final Site Plan; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Grand Summit Resort Hotel at The Canyons, a Utah condominium project, according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of The Vintage on the Strand Phase I, a Planned Unit Development; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

ALSO LESS AND EXCEPTING THEREFROM any portion within the following parcels:

COMMENCING at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West, a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the quarter section line of said section 36, North 00°13'26" West, a distance of 2672.61 feet to the center of said section; thence along the quarter section line of said section 36, South 89°16'58" East, a distance of 608.59 feet to the true POINT OF BEGINNING thence South 89°16'58" East a distance of 730.48 feet; thence South 00°06'32" East a distance of 540.04 feet; thence South 89°27'00" East a distance of 457.97 feet; thence South 22°09'22" West a distance of 23.46 feet; to a point on a 250.00 foot radius curve to the right; thence along said arc, through a central angle of 40°53'07", a distance of 178.40 feet, thence South 63°02'29" West a distance of 298.07 feet; to a point on a 250.00 foot radius curve to the right; thence along said arc, through a central angle of 37°57'30", a distance of 165.62 feet, thence North 79°00'00" West a distance of 154.93 feet; thence North 23°09'22" East a distance of 534.31 feet; thence North 83°26'14" West a distance of 217.29 feet; thence South 89°37'40" West a distance of 136.72 feet; thence South 71°36'34" West a distance of 207.92 feet; thence South 85°02'48" West a distance of 224.36 feet; thence South 74°30'52" West a distance of 306.99 feet; thence South 26°00'00" West a distance of 120.26 feet; thence North 64°00'00" West a distance of 49.82 feet; thence North 26°00'00" East a distance of 22.00 feet; to a point on a 128.00 foot radius non-tangent curve to the right; center bears North 26°00'00" East; thence along said arc, through a central angle of 18°28'37", a distance of 41.28 feet, thence North 33°00'00" East a distance of 61.70 feet; thence North 59°46'54" East a distance of 112.25 feet; thence North 43°51'27" East a distance of 28.98 feet; thence North 60°31'57" East a distance of 191.35 feet; thence North 14°00'00" East a distance of 112.24 feet; thence North 72°08'15" East a distance of 118.97 feet; thence North 14°00'00" East a distance of 162.64 feet; to said POINT OF BEGINNING.

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COMMENCING at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West, a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the quarter section line of said section 36, North 00°13'26" West, a distance of 1047.25 feet and South 89°46'34" West, a distance of 248.36 feet to the true POINT OF BEGINNING; thence North 47°30'47" West a distance of 742.66 feet; thence South 74°22'43" West a distance of 719.71 feet; thence North 19°34'36" West a distance of 445.90 feet; thence North 40°25'24" East a distance of 200.00 feet; thence North 79°34'36" West a distance of 200.00 feet; thence North 19°34'36" West a distance of 150.00 feet; thence South 84°08'15" East a distance of 415.45 feet; thence North 81°42'13" East a distance of 599.65 feet; thence South 77°35'29" East a distance of 257.82 feet; thence South 10°12'36" West a distance of 33.15 feet; thence South 71°48'03" East a distance of 487.81 feet; thence South 58°49'24" East a distance of 308.76 feet; thence South 58°49'24" East a distance of 276.29 feet; thence South 88°26'41" East a distance of 525.03 feet; thence North 25°06'23" East a distance of 265.06 feet; thence South 79°00'00" East a distance of 142.42 feet to a point on a 250.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 37°57'30", a distance of 165.62 feet; thence North 63°02'29" East a distance of 298.07 feet to a point on a 250.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 40°53'07", a distance of 178.40 feet; thence North 22°09'22" East a distance of 23.46 feet; thence South 89°27'00" East a distance of 609.01 feet; thence South 50°00'00" West a distance of 470.99 feet; thence North 90°00'00" West a distance of 102.03 feet; thence South 50°00'00" West a distance of 278.50 feet; thence South 41°41'30" West a distance of 225.92 feet; thence South 82°01'24" West a distance of 171.13 feet; thence South 72°00'15" West a distance of 201.17 feet; thence North 82°16'12" West a distance of 347.47 feet; thence South 85°58'04" West a distance of 202.71 feet; thence West a distance of 306.42 feet; thence North 86°22'02" West, a distance of 609.97 feet; thence South, a distance of 394.05 feet to said POINT OF BEGINNING.

Parcel V-2: (Leasehold)

BEGINNING at a point North along the Section line 2103.17 feet from the Southwest Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and running thence North along said West line of Section 31, 355.62 feet; thence East 377.52 feet; thence South 254.18 feet; thence West 342 feet; thence South 101.10 feet; thence West 35.52 feet to the POINT OF BEGINNING.

TOGETHER WITH a right of way easement described as follows:

BEGINNING at a point North 1873 feet along the range line from the Southeast Corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; said point being on the North right of way line of Summit Drive; and running thence North 68°00'00" West 64.62 feet; thence North 206.17 feet; thence East 90.0 feet; thence South 30 feet; thence West 30 feet; thence South 230.17 feet; more or less, to the point beginning.

LESS AND EXCEPTING THEREFROM any portion within the bounds of the East Willow Draw Development Area Master Plat, on file and of record in the Office of the Summit County Recorder.

Tax ID No.: PP-102-D-3-1

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Parcel CTEL: (Leasehold)

Parcel 1:

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

Tax ID No.: PP-75-H-6

Parcel 2:

The South 10 rods of the North 20 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-75-H-5

Parcel 3:

The South 10 rods of the North 30 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-75-J

Parcel 4:

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

Tax ID No.: PP-75-J

Parcel 5:

The South Half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-75-A-2

TOGETHER WITH an easement for ingress and egress, 60 feet wide, and being more particularly described as follows:

BEGINNING at a point designated "Point A" that is North along the Section line 2293.76 feet and West 243.81 feet from the Gio Brass Monument at the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and from which monument the Summit County Brass Cap Monument at the Northeast Corner of said Section 36 bears due North (basis of bearing), said "Point A" also being South 345.43 feet and West 243.81 feet from an unmarked aluminum cap monument accepted as the East Quarter Corner of said Section 36; thence North 170 feet; thence Northeasterly 204.69 feet along the arc of a 225.533 foot radius curve to the right, through a central angle of 52°00'00" (chord bears North 26°00'00" East 197.735 feet;) thence North 52°00'00" East 45 feet to a designated "Point B"; thence North 52°00'00" East 154.40 feet to a point on the East line of said Section 36.

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ALSO: BEGINNING at designated "Point B", said point being North along the Section line 2669.29 feet and West 121.67 feet from said Southeast Corner of Section 36; thence North 37°00'00" West 78 feet; thence Northwesterly 99.18 feet along the arc of a 315.688 foot radius curve to the left through a central angle of 18°00'00" (chord bears North 46°00'00" West 98.769 feet); thence North 55°00'00" West 100 feet; thence Northwesterly 147.15 feet along the arc of a 179.388 foot radius curve to the right through a central angle of 47°00'00" (chord bears North 31°00'00" West 143.061 feet) to a point of reverse curve; thence Northwesterly 118.52 feet along the arc of a 308.673 foot radius curve to the left through a central angle of 22°00'00" (chord bears North 19°00'00" West 117.795 feet); thence North 30°00'00" West 95 feet to a designated "Point C"; thence Northeasterly along the arc of a 267.057 foot radius curve to the right, through a central angle of 57°00'00" (chord bears North 1°30'00" West 254.857 feet); thence North 27°00'00" East 106 feet; thence Northwesterly 158.83 feet along the arc of a 109.639 foot radius curve to the left through a central angle of 83°00'00" (chord bears North 14°30'00" West 145.297 feet) to a point of compound curve; thence Southwesterly 203.53 feet along the arc of a 138.827 foot radius curve to the left through a central angle.

LESS AND EXCEPTING from PARCEL CIEL:

COMMENCING at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 528.06 feet; thence leaving said section line North 89°59'29" West a distance of 853.02 feet to the POINT OF BEGINNING; thence South 22°09'22" West a distance of 33.36 feet to a point on a 275.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 40°53'07", a distance of 196.24 feet; thence South 63°02'29" West a distance of 298.07 feet to a point on a 275.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 37°57'30", a distance of 182.19 feet; thence North 79°00'00" West a distance of 727.82 feet to a point on a 525.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 7°00'00", a distance of 64.14 feet; thence North 72°00'00" West a distance of 20.84 feet to a point on a 175.00 foot radius curve to the left, center bears South 18°00'00" West; thence along the arc of said curve through a central angle of 35°33'57", a distance of 108.63 feet; thence South 72°26'03" West a distance of 35.47 feet to a point on a 225.00 foot radius curve to the right, center bears North 17°33'57" West; thence along the arc of said curve through a central angle of 17°33'57", a distance of 68.98 feet; thence North 90°00'00" West a distance of 201.51 feet; thence South 00°13'26" East a distance of 52.08 feet; thence North 58°49'24" West a distance of 35.15 feet; thence North 00°13'26" West a distance of 118.89 feet; thence North 90°00'00" East a distance of 30.00 feet; thence South 00°13'26" East a distance of 35.00 feet; thence North 90°00'00" East a distance of 107.44 feet to a point on a 17.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 100°00'00", a distance of 29.67 feet; thence North 10°00'00" West a distance of 55.82 feet to a point on a 125.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 20°51'27", a distance of 45.50 feet; thence North 26°00'00" East a distance of 31.16 feet to a point on a 128.00 foot radius non-tangent curve to the right, center bears North 26°00'00" East; thence along the arc of said curve through a central angle of 18°28'37", a distance of 41.28 feet; thence North 33°00'00" East a distance of 29.95 feet to a point on a 175.00 foot radius non-tangent curve to the right, center bears South 36°20'42" West; thence along the arc of said curve through a central angle of 43°39'18", a distance of 133.34 feet; thence South 10°00'00" East a distance of 34.53 feet to a point on a 57.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 91°48'39", a distance of 91.34 feet to a point on a 175.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 5°45'19", a distance of 17.58 feet; thence North 72°26'03" East a distance of 35.47 feet to a point on a 225.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 35°33'57", a distance of 139.67 feet; thence South 72°00'00" East a distance of 20.84 feet to a point on a 475.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 7°00'00", a distance of 58.03 feet; thence South 79°00'00" East a distance of 727.82 feet to a point on a 225.00 foot radius

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curve to the left; thence along the arc of said curve through a central angle of 37°57'30", a distance of 149.06 feet; thence North 63°02'29" East a distance of 298.07 feet to a point on a 225.00 foot radius curve to the left, center bears North 26°57'31" West; thence along the arc of said curve through a central angle of 40°53'07", a distance of 160.56 feet; thence North 22°09'22" East a distance of 13.56 feet; thence South 89°27'00" East a distance of 53.78 feet to said POINT OF BEGINNING.

COMMENCING at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the center section line of Section 36 North 89°16'58" West a distance of 1339.07 feet to the POINT OF BEGINNING; thence South 00°06'32" East a distance of 540.04 feet; thence South 89°27'00" East a distance of 431.08 feet; thence South 22°09'22" West a distance of 13.56 feet to a point on a 225.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 40°53'07", a distance of 160.56 feet; thence South 63°02'29" West a distance of 298.07 feet to a point on a 225.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 31°57'30", a distance of 149.06 feet; thence North 79°00'00" West a distance of 149.55 feet; thence North 23°09'22" East a distance of 508.74 feet; thence North 83°26'14" West a distance of 217.29 feet; thence South 89°37'40" West a distance of 136.72 feet; thence South 71°36'34" West a distance of 207.92 feet; thence South 85°02'48" West a distance of 224.95 feet; thence South 74°30'52" West a distance of 306.99 feet; thence South 26°00'00" West a distance of 104.99 feet to a point on a 175.00 foot radius non-tangent curve to the left, center bears South 68°28'11" West; thence along the arc of said curve through a central angle of 32°07'30", a distance of 98.12 feet; thence North 33°00'00" East a distance of 31.75 feet; thence North 59°46'54" East a distance of 112.25 feet; thence North 43°51'27" East a distance of 28.98 feet; thence North 60°31'57" East a distance of 191.35 feet; thence North 14°00'00" East a distance of 112.24 feet; thence North 72°08'15" East a distance of 118.97 feet; thence North 14°00'00" East a distance of 162.64 feet; thence South 89°16'58" East a distance of 730.48 feet to said POINT OF BEGINNING.

COMMENCING at the west quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence along the west line of said Section 31 South 00°00'31" West a distance of 533.56 feet; thence leaving said section line North 89°59'29" West a distance of 270.94 feet to the POINT OF BEGINNING; thence South 50°00'02" West a distance of 470.99 feet; thence North 90°00'00" West a distance of 102.03 feet; thence South 50°00'00" West a distance of 278.50 feet; thence South 41°41'30" West a distance of 225.92 feet; thence South 82°01'24" West a distance of 171.13 feet; thence South 72°00'15" West a distance of 201.17 feet; thence North 82°16'12" West a distance of 347.47 feet; thence South 85°58'04" West a distance of 202.71 feet; thence North 90°00'00" West a distance of 306.42 feet; thence North 86°22'02" West a distance of 609.97 feet; thence South 00°00'00" East a distance of 394.05 feet; thence North 47°30'47" West a distance of 742.66 feet; thence South 74°22'43" West a distance of 719.71 feet; thence North 32°42'37" West a distance of 413.74 feet; thence North 45°51'07" East a distance of 515.90 feet; thence North 81°42'13" East a distance of 327.18 feet; thence South 00°44'12" West a distance of 25.53 feet; thence South 88°01'56" East a distance of 220.76 feet; thence South 65°49'07" East a distance of 52.15 feet; thence South 89°48'04" East a distance of 77.70 feet; thence North 00°10'55" West a distance of 77.40 feet; thence South 77°35'33" East a distance of 180.31 feet; thence South 10°12'36" West a distance of 33.15 feet; thence South 71°48'03" East a distance of 167.51 feet; thence South 34°50'28" West a distance of 132.90 feet; thence North 84°31'47" West a distance of 293.50 feet; thence South 67°20'38" West a distance of 26.32 feet; thence South 86°42'58" West a distance of 322.15 feet; thence South 00°33'08" West a distance of 48.43 feet; thence South 89°26'52" East a distance of 386.04 feet; thence North 66°40'55" East a distance of 114.23 feet; thence South 84°55'31" East a distance of 93.44 feet; thence South 61°13'08" East a distance of 142.27 feet; thence South 79°40'32" East a distance of 257.87 feet; thence North 89°54'42" East a distance of 93.39 feet; thence North 00°13'26" West a distance of 117.30 feet; thence South 58°49'24" East a distance of 266.02 feet; thence North 46°38'46" East a distance of 44.83 feet; thence South 51°33'19" East a distance of 125.97 feet; thence South 72°25'33" East a distance of 144.35 feet; thence North 88°58'01"

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East a distance of 309.96 feet; thence North 71°58'23" East a distance of 138.22 feet; thence North 62°43'34" East a distance of 147.77 feet; thence North 29°04'15" East a distance of 39.83 feet; thence South 79°00'00" East a distance of 150.58 feet to a point on a 275.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 37°57'30", a distance of 182.19 feet; thence North 63°02'29" East a distance of 298.07 feet to a point on a 275.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 40°53'07", a distance of 196.24 feet; thence North 22°09'22" East a distance of 33.36 feet; thence South 89°27'00" East a distance of 582.11 feet to said POINT OF BEGINNING.

Parcel S-3: (Leasehold)

COMMENCING at the South Quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, a found brass cap, (Basis of bearing being South 89°59'43" East, a distance of 2667.10 feet along the section line from the said South Quarter Corner to the Southeast Corner of said Section 36, a found brass cap); thence along said section line South 89°59'43" East, a distance of 91.60 feet; thence leaving said section line North, a distance of 131.25 feet to a point in the Easterly right-of-way line of High Mountain Road Extension, said point being the TRUE POINT OF BEGINNING; thence leaving said right-of-way North 86°13'00" West 96.45 feet; thence North 41°13'00" West, a distance of 84.26 feet; thence North 48°47'00" East, a distance of 97.00 feet; thence South 86°13'00" East, a distance of 26.72 feet; thence North 48°47'00" East, a distance of 22.18 feet to the Easterly right-of-way line of said Sundial Road and point of curve of a non tangent curve to the left, of which the radius point lies North 79°50'16" East, a radial distance of 525.00 feet; thence Southerly along the arc of said curve and said right-of-way, through a central angle of 04°02'18", a distance of 37.00 feet; thence continuing along said right-of-way line South 14°12'02" East, a distance of 100.44 feet to a point of curve to the right having a radius of 325.00 feet and a central angle of 02°20'54"; thence Southerly along the arc of said curve and said right-of-way line, a distance of 13.32 feet to the POINT OF BEGINNING.

Tax ID No.: PP-75-G-1-B

Parcel S-4: (Leasehold)

COMMENCING at the South Quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, a found brass cap, (Basis of bearing being South 89°59'43" East, a distance of 2667.10 feet along the section line from the said South Quarter Corner to the Southeast Corner of said Section 36, a found brass cap); thence along said section line, South 89°59'43" East, a distance of 399.52 feet; thence leaving said section line North, a distance of 415.29 feet to the POINT OF BEGINNING; thence North 35°20'43" West, a distance of 17.34 feet; thence North 12°31'12" East, a distance of 26.62 feet to the Westerly right-of-way line of High Mountain Road Extension and point of curve of a non tangent curve to the right, of which the radius point lies North 48°54'12" East, a radial distance of 275.00 feet; thence Northwesterly along the arc of said curve and said right-of-way line, through a central angle of 24°46'18", a distance of 118.89 feet; thence leaving said right-of-way line North 48°47'00" East, a distance of 25.63 feet; thence South 41°03'00" East, a distance of 80.99 feet; thence South 03°47'00" West, a distance of 95.00 feet; thence South 48°47'00" West, a distance of 7.00 feet to the POINT OF BEGINNING.

Tax ID No.: PP-75-G-1-B

Parcel S-5: (Leasehold)

COMMENCING at the South Quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian, a found brass cap, (Basis of bearing being South 89°59'43" East, a distance of

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2667.10 feet along the section line from the said South Quarter Corner to the Southeast Corner of said Section 36, a found brass cap), thence along said section line, South 89°59'43" East, a distance of 410.80 feet; thence leaving said section line North, a distance of 275.74 feet to the POINT OF BEGINNING; thence North 84°15'00" East, a distance of 8.13 feet; thence South 05°45'00" East, a distance 13.66 feet; thence North 36°29'52" West, a distance of 15.89 feet to the POINT OF BEGINNING.

Tax ID No.: PP-75-G-1-B

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FEE PARCELS:

That portion of the following described Parcel A located within the following described Parcel B:

Parcel A:

Parcel #1:

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

Tax ID No.: PP-75-H-6

Parcel #2:

The South 10 rods of the North 20 rods of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-75-H-5

Parcel #3:

The South 10 rods of the North 30 rods of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-75-H-J

Parcel #4:

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

Tax ID No.: PP-75-H-J

Parcel #5:

The South one-half of the Northwest quarter of the Northwest quarter of the Southeast quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Tax ID No.: PP-75-A-2

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Parcel B:

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 quarter section line of said section 36, N.00°13'26"W., a distance of 2075.25 feet; thence leaving said section line East, a distance of 123.47 feet to the true POINT OF BEGINNING; said point also being the beginning of a curve to the right, of which the radius point lies N.26°00'00"E., a radial distance of 172.00 feet; thence northwesterly along the arc, through a central angle of 30°00'28", a distance of 90.08 feet to a point of reverse curve to the left having a radius of 128.00 feet and a central angle of 42°00'27"; thence northwesterly along the arc, a distance of 93.85 feet; thence N.76°00'00"W., a distance of 269.37 feet to a point of curve to the left having a radius of 218.00 feet and a central angle of 18°13'28"; thence westerly along the arc a distance of 69.34 feet; thence S.08°06'22"W., a distance of 102.17 feet; thence S.63°56'06"W., a distance of 144.60 feet; thence N.77°35'29"W., a distance of 257.82 feet; thence N.00°20'00"E., a distance of 533.83 feet to a point on the east/west quarter section line of said section 36; thence along said quarter section line S.89°16'50"E., a distance of 739.77 feet to the center of said section 36; thence S.89°16'58"E., a distance of 608.59 feet; thence S.14°00'00"W., a distance of 162.64 feet; thence S.72°08'15"W., a distance of 118.97 feet; thence S.14°00'00"W., a distance of 112.24 feet; thence S.60°31'57"W., a distance of 191.35 feet; thence S.43°51'27"W., a distance of 28.98 feet; thence S.59°46'54"W., a distance of 112.25 feet; thence S.33°00'00"W., a distance of 61.70 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.44°28'36"E., a radial distance of 128.00 feet; thence southeasterly along the arc, through a central angle of 18°28'37", a distance of 41.28 feet; thence S.26°00'00"W., a distance of 44.00 feet to the POINT OF BEGINNING.

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