

WHEN RECORDED, RETURN TO:

Christie Babalis
TCFC Finance Co, LLC
1840 Sun Peak Drive
P.O. Box 680033
Park City, UT 84068

ENTRY NO. 00984284

11/21/2013 11:24:16 AM B: 2217 P: 0965

Easements PAGE 1/10

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 73.00 BY TCFC FINANCE CO LLC



**FIRST AMENDMENT TO TERMINATION AND RELEASE OF EASEMENT
AND GRANT OF GOLF CART PATH EASEMENT**

This **FIRST AMENDMENT TO TERMINATION AND RELEASE OF EASEMENT AND GRANT OF GOLF CART PATH EASEMENT** (the "First Amendment") is made and entered into as of October 23, 2013, by and between Fairway Springs Ski & Golf Villas Owners Association, Inc. ("Grantor") and The Canyons Resort Village Association, Inc., a Utah nonprofit corporation d/b/a The Canyons Resort Village Management Association ("Grantee").

RECITALS

WHEREAS, GRANTOR is the successor-in-interest to Deerpath Development Corporation, as described in the Declaration of Condominium for Fairway Springs Ski & Golf Villa recorded in the Office of the Summit County Recorder as entry number 00858733 on November 3, 2008; and

WHEREAS, GRANTOR and GRANTEE are parties to that certain Termination and Release of Easement and Grant of Golf Cart Path Easement dated October 14, 2008 (the "Easement Agreement") pursuant to which GRANTOR granted to GRANTEE certain golf cart path easements across its property; and

WHEREAS, GRANTEE desires to change the location of the easement for golf cart path 1 ("Golf Cart Path 1") as originally shown on Exhibit A; and

WHEREAS, GRANTOR and GRANTEE now desire to amend certain portions of the Easement Agreement pursuant to the terms, covenants, and agreements of this First Amendment.

NOW, THEREFORE, by mutual agreement of the parties and in consideration of the mutual promises, rights and obligations hereinafter set forth, the Easement Agreement is hereby amended as follows:

1. Grant of Amended Easement. GRANTOR and GRANTEE hereby amend the original legal description of Golf Cart Path 1 to the new description outlined on Exhibit B and as shown on Exhibit C, both of which are attached hereto and made a part of this First Amendment by reference.

2. Covenants to Run With the Land. The easements, restrictions, rights, burdens, obligations, and interests granted or otherwise set forth in the Easement Agreement and this First Amendment shall run with and benefit the Golf Course and the Golf Course Property, and shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns, and shall inure to the benefit of Grantee, the Golf Course Owner, the Golf Course Grantees, the Golf Course Operator, and any other grantees or beneficiaries of easements under the Easement Agreement and this First Amendment, as applicable, and each of their authorized tenants, licensees, guests, and invitees.

3. Ratification. Except as set forth in this First Amendment, all of the terms and conditions contained in the Easement Agreement shall remain the same and in full force and effect, and the Easement Agreement is hereby ratified and reaffirmed by Grantor and Grantee.

4. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. Recitals. The recitals set forth above are true, accurate, and correct and, together with the exhibits attached to this First Amendment, are made a part of this First Amendment and incorporated by this reference into the body of this First Amendment as if set forth in full herein.

6. Amendment to the Easement Agreement. This First Amendment constitutes a modification and amendment to the Easement Agreement, as applicable. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Easement Agreement, the terms of this First Amendment shall control.

7. Definitions. Unless otherwise indicated herein, all capitalized terms used in this First Amendment shall have the definition assigned to such terms in the Easement Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first written above.

GRANTOR:

**FAIRWAY SPRINGS SKI & GOLF
VILLAS OWNERS ASSOCIATION, INC.**

By: Brenda Nagle
Name: B Nagle
Its: President

STATE OF UTAH)
 : ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 22nd day of October, 2013, by Brenda Nagle, as President of Fairway Springs Ski & Golf Villas Owners Association.

Andrea Sanchez
NOTARY PUBLIC
Residing at: 1525 Park Ave Park City

My Commission Expires:
09/24/2014



GRANTEE:

CANYONS RESORT VILLAGE ASSOCIATION

By: [Signature]

Name: Jennifer Guetschow

Its: Exec. Director

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 23rd day of October, 2013, by Jennifer Guetschow, Executive Director, Canyons Resort Village Management Association.

[Signature]
NOTARY PUBLIC
Residing at: 1840 SUN PEAK DR. 84098

My Commission Expires:
04/13/2016



EXHIBIT A
(Depiction of Original Golf Cart Path 1)

A-1

Exhibit A

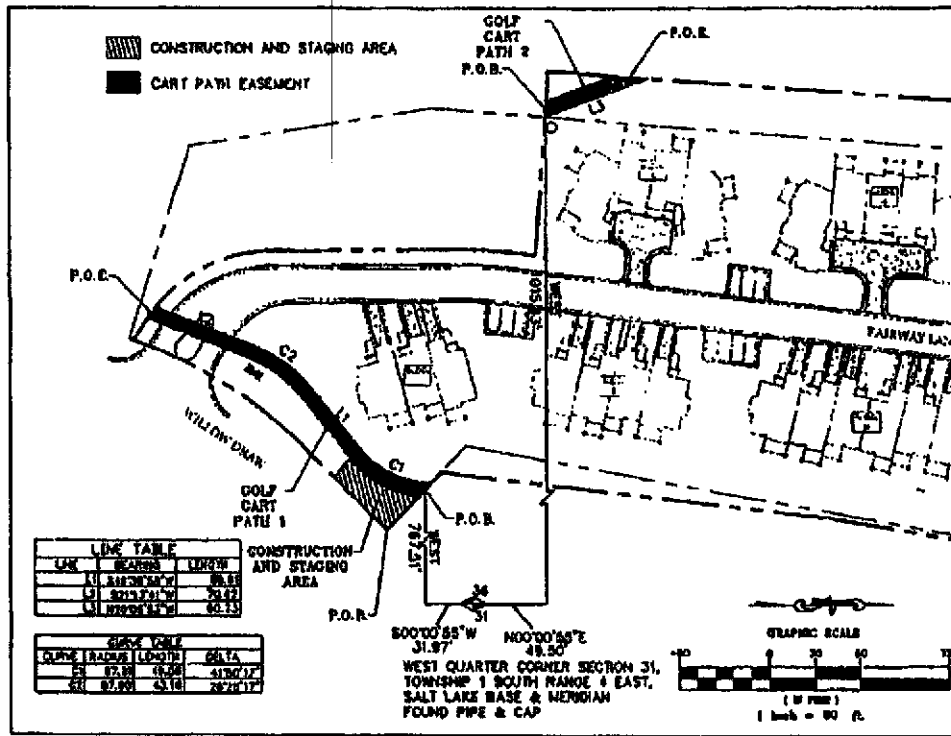


EXHIBIT B

(Legal Description of Amended Golf Cart Path 1)

B-1

Exhibit B

Fairway Springs Cart Path Easement:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE FAIRWAY SPRINGS SKI AND GOLF VILLAS, AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT BEING NORTH 00°00'31" WEST 2605.06 FEET ALONG THE SECTION LINE AND WEST 764.83 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 45°54'51" EAST ALONG SAID EASTERLY LINE 12.10 FEET; THENCE SOUTH 36°36'48" WEST 27.43 FEET; THENCE SOUTH 49°17'58" WEST 85.49 FEET; THENCE SOUTH 38°33'39" WEST 89.09 FEET; THENCE SOUTHEASTERLY ALONG A 92.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT(CHORD BEARS SOUTH 48°30'24" EAST 31.74 FEET), THROUGH A CENTRAL ANGLE OF 19°52'00", A DISTANCE OF 31.90 FEET; THENCE SOUTH 58°26'24" EAST 9.96 FEET TO THE NORTHWESTERLY LINE OF WILLOW DRAW ROAD; THENCE ALONG SAID NORTHWESTERLY LINE AND A 280.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT(CHORD BEARS SOUTH 19°05'53" EAST 10.24 FEET), THROUGH A CENTRAL ANGLE OF 2°05'45", A DISTANCE OF 10.24 FEET TO THE WESTERLY LINE OF FAIRWAY LANE; THENCE ALONG SAID WESTERLY LINE NORTH 58°26'24" WEST 12.17 FEET; THENCE NORTHWESTERLY ALONG A 102.00 FOOT RADIUS CURVE TO THE RIGHT,(CHORD BEARS NORTH 45°39'14" WEST A DISTANCE OF 45.15 FEET), THROUGH A CENTRAL ANGLE OF 25°34'20", A DISTANCE OF 45.52 FEET; THENCE NORTH 38°33'39" EAST 97.22 FEET; THENCE NORTH 49°17'58" EAST 85.28 FEET; THENCE NORTH 36°36'48" EAST 27.67 FEET; TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°44'59" WEST BETWEEN THE SOUTHWEST CORNER OF SECTION 31 AND THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST.

THIS EASEMENT AFFECTS THE COMMON AREA OF THE FOLLOWING PARCELS:

FSSGV-A-1, FSSGV-A-2, FSSGV-A-3, FSSGV-A-4

FSSGV-B-1, FSSGV-B-2, FSSGV-B-3, FSSGV-B-4, FSSGV-B-5

FSSGV-C-1, FSSGV-C-2, FSSGV-C-3, FSSGV-C-4, FSSGV-C-5

FSSGV-D-1, FSSGV-D-2, FSSGV-D-3, FSSGV-D-4, FSSGV-D-5

FSSGV-E-1, FSSGV-E-2, FSSGV-E-3, FSSGV-E-4

FSSGV-F-1, FSSGV-F-2, FSSGV-F-3, FSSGV-F-4

FSSGV-G-1, FSSGV-G-2, FSSGV-G-3, FSSGV-G-4, FSSGV-G-5, FSSGV-G-6

FSSGV-H-1, FSSGV-H-2, FSSGV-H-3, FSSGV-H-4, FSSGV-H-5, FSSGV-H-6

FSSGV-I-1, FSSGV-I-2, FSSGV-I-3, FSSGV-I-4

FSSGV-J-1, FSSGV-J-2, FSSGV9-J-3

B-2

EXHIBIT C
(Depiction of new Golf Cart Path 1)

←-1

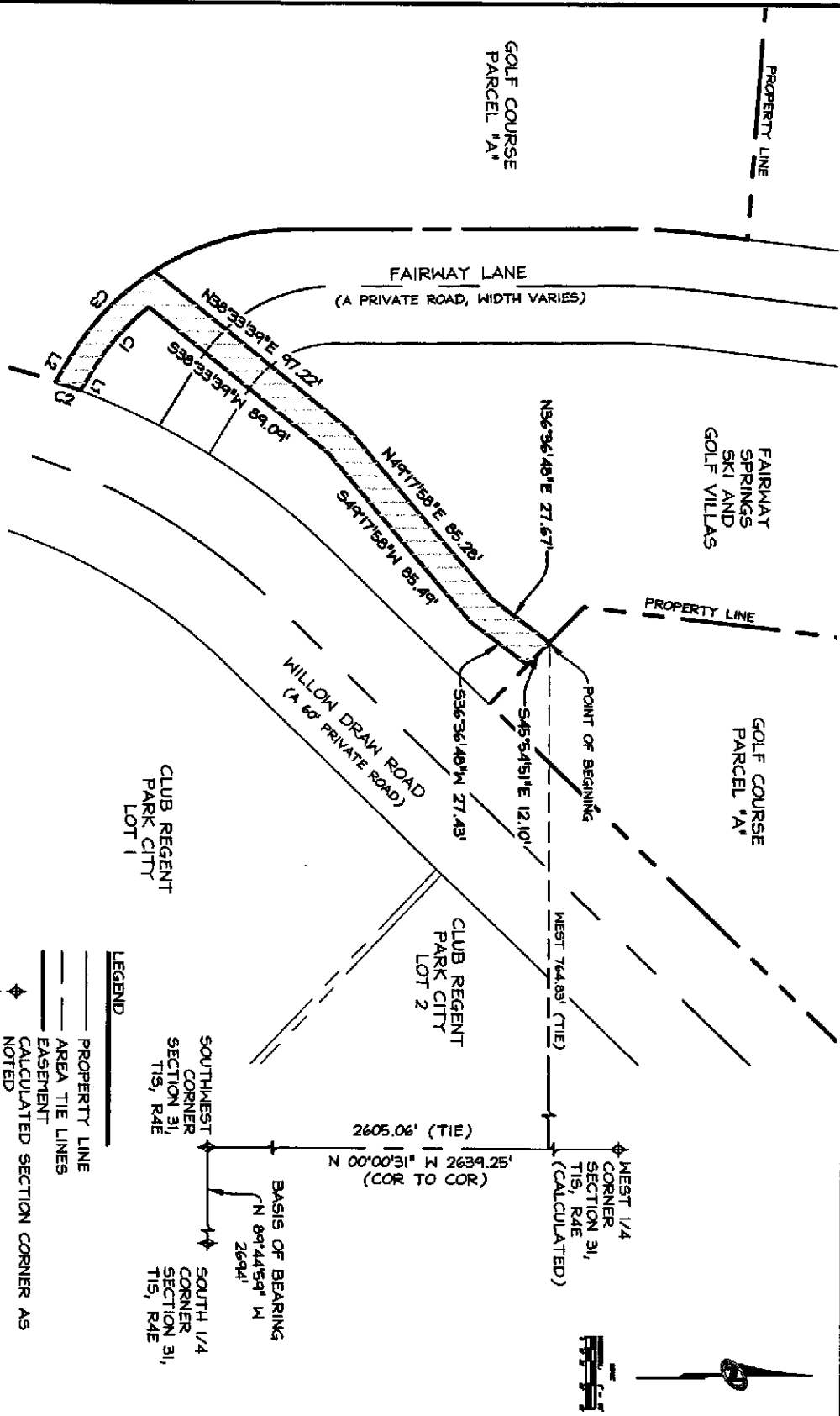
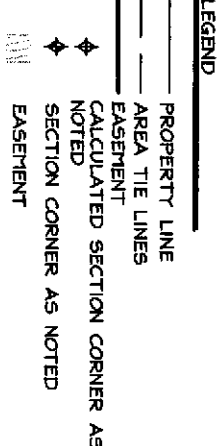
Exhibit C

CART PATH EASEMENT DESCRIPTION

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE FAIRWAY SPRINGS SKI AND GOLF VILLAS, AS RECORDED IN THE OFFICE OF THE SUTTER COUNTY RECORDER, SAID POINT BEING NORTH 00°00'31" WEST 2605.06 FEET ALONG THE SECTION LINE AND WEST 744.83 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 45°54'51" EAST ALONG SAID EASTERLY LINE 12.10 FEET; THENCE SOUTH 56°36'40" WEST 27.43 FEET; THENCE SOUTH 49°17'58" WEST 95.49 FEET; THENCE SOUTH 36°33'39" WEST 88.00 FEET; THENCE SOUTH 12°10' 49" WEST 91.90 FEET; THENCE SOUTH 52°34'20" EAST 31.74 FEET; THROUGH A CENTRAL ANGLE OF 196°09', A DISTANCE OF 102.00 FEET; THENCE SOUTH 52°34'24" EAST 9.96 FEET TO THE NORTHWESTERLY LINE OF WILLOW DRAW ROAD, THENCE ALONG SAID NORTHWESTERLY LINE AND A 280.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 08°39'14" EAST 10.24 FEET); THROUGH A CENTRAL ANGLE OF 229.145', A DISTANCE OF 102.00 FEET TO THE WESTERLY LINE OF FAIRWAY LANE, THENCE ALONG SAID WESTERLY LINE NORTH 59°26'24" WEST 12.17 FEET; THENCE NORTHWESTERLY ALONG A 102.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 45°52' FEET); A DISTANCE OF 48.16 FEET; THROUGH A CENTRAL ANGLE OF 28°34'20", A DISTANCE OF 45.52 FEET; THENCE NORTH 36°33'39" EAST 97.22 FEET; THENCE NORTH 49°17'58" EAST 95.28 FEET; THENCE NORTH 36°36'48" EAST 27.67 FEET; TO THE POINT OF BEGINNING.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	9.96'	S56°26'24"E
L2	12.17'	N59°26'24"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	31.90'	92.00'	195°22'00"	S48°30'24"E	31.74'
C2	10.24'	280.00'	2°05'45"	S19°05'53"W	10.24'
C3	45.52'	102.00'	28°34'20"	S45°39'14"E	45.15'



<p>NOUVEAU VERTICAL FIVE</p> <p>827 SOUTH STATE STREET, SUITE 800 BOULDER, CO 80502 TEL: 303.440.9000 FAX: 303.440.9001</p>	<p>FAIRWAY SPRINGS</p> <p>CART PATH EASEMENT</p> <p>EXHIBIT</p>	<p>SHEET NUMBER</p> <p>1</p>
		<p>OF 1 SHEETS</p>
		<p>JOB NUMBER</p> <p>130345</p>
<p>PREPARED FOR: THE CANYONS GOLF CLUB DATE SUBMITTED: 11/05/2013</p>		