

96-0930A

Recording Requested By And  
When Recorded, Return To:

Park City Municipal Corporation  
445 Marsac Avenue  
P. O. Box 1480  
Park City, Utah 84060-1480

Attention: City Recorder

00502441 Bk01129 Pg00510-00524  
3-30cw  
ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1998 MAR 23 15:12 PM FEE \$1.00 BY DMG  
REQUEST: PARK CITY MUNICIPAL CORP

MASTER DEED RESTRICTIONS AND AGREEMENT  
FOR 1475 PARK AVENUE

1465 ~~4A~~

THIS MASTER DEED RESTRICTIONS (the "Agreement") is made and entered into as of the 30th day of September, the "Effective Date", by McIntosh Mill, Ltd., a Utah Limited partnership ("McIntosh"), and Park City Municipal Corporation ("City"), on the basis of the following facts: 1996

WITNESSETH:

WHEREAS, McIntosh owns the real property currently known as 1475 Park Avenue, more accurately described in Exhibit "A" attached hereto and incorporated herein, which, when combined with all dwellings, appurtenances, improvements and fixtures associated therewith shall hereafter be referred to as the "Property" and each of units 1 through 8 within the Property shall hereafter be individually referred to as a "Unit" and collectively as the "Units."

WHEREAS, McIntosh owns and intends to sell all of the Units to Qualified Individuals (defined below);

WHEREAS, City has agreed to sell the land to McIntosh, subject to these Deed Restrictions and to grant other rights in consideration for the covenants in this Agreement and all of the documents and amendments related thereto (collectively, the "Documents"); and

WHEREAS, as a condition of development approval and of ownership of the land, agrees that upon the sale of each Unit, the transferee shall be subject to these Deed Restrictions.

NOW, THEREFORE, in consideration of the covenants set forth herein and other value received, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby

represent, covenant and agree as follows:

1. COVENANT TO RESTRICT SALES TO QUALIFIED INDIVIDUALS.

1.1 General. The sale of the Units shall be limited exclusively to purchasers who meet the definition of Qualified Individuals except that any of the Units may be sold to City who will nevertheless be bound by the rental and resale restrictions provided for herein.

1.2 Invalid Conveyances. In the event the Property or Unit is sold and/or conveyed without compliance herewith, such sale and/or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported buyer. Each and every conveyance of the Property or Unit, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to this Agreement.

2. SALE & OPTION TO PURCHASE.

2.1 Offer. Following McIntosh's initial sale, or one year from certificate of occupancy (whichever occurs earlier) and subject to Section 1.1, in the event that an owner desires to sell a Unit, that selling owner shall first offer the Unit to City (the "Option") at the "Maximum Sales Price" (defined below) by delivering a written notice of such offer to City. The date that the selling owner delivers such a notice to City shall be the "Offer Date."

2.2 Option to City. City shall have 45 days after the Offer Date to exercise the Option by delivering to the selling owner written notice of City's exercise of the Option. City shall use its best efforts to notify the selling owner of whether City will exercise the Option as early as possible within that 45-day period. If City elects to exercise the Option, City shall finalize the acquisition of the Unit within 30 days after delivering notice of City's election to exercise the Option. If City does not deliver that notice to the selling owner within that initial 45-day time period or close within 30 days after delivering that notice, City's Option shall automatically expire without the need for further notice or documentation.

2.3 Sale to Qualified Individual. Upon expiration of the Option, the selling owner shall have the right, but not the obligation, to sell the Unit to the highest-ranking qualified individual on the list of Qualified Individuals (the "List") maintained by the City or its designee. If there is no Qualified Individual on the List, the selling owner shall have the right to sell the Unit to any other Qualified Individual.

The Qualified Individual shall be ranked on the List according to the following criteria: (1) the amount of the purchase price that the Qualified Individual is willing and able to pay, which amount shall not exceed the Maximum Sales Price; (2) the speed with which the Qualified Individual is willing and able to close the transaction; and (3) the time that the Qualified

Individual applied to be placed on the List with the first applicant receiving more points than the second applicant and so on.

For example, suppose that there are four Qualified Individuals on the List when a Unit comes available for sale:

Qualified Individual A will pay \$ Maximum Sales Price and close in 30 days;  
Qualified Individual B will pay \$ Maximum Sales Price - \$5,000 and close in 15 days;  
Qualified Individual C will pay \$ Maximum Sales Price and close in 60 days; and  
Qualified Individual D will pay \$ Maximum Sales Price and close in 30 days.

In the initial round of analysis, based upon price, Qualified Individuals A, C and D tie for first place because they all have the same and highest price. Qualified Individual B is no longer considered for the specific Unit in question, but remains on the List for other Units that may become available. In the next round of analysis relative to the remaining Qualified Individuals A, C and D, Qualified Individuals A and D tie for first place because they each will close in 30 days. Qualified Individual C is no longer considered for the specific Unit in question, but remains on the List for other Units that may become available. In the final round of analysis relative to the remaining Qualified Individuals A and D, Qualified A is given first place because Qualified Individual A was placed on the List before Qualified Individual D. Qualified Individual D is no longer considered for the specific Unit in question, but remains on the List for other Units that may become available.

2.4 Sale to Non-Qualified Individual. If, after using best efforts to sell the Unit to a Qualified Individual, a Qualified Individual does not purchase the Unit within 120 days following the Offer Date unique to that Qualified Individual, the selling owner shall have the right to sell the Unit, at or below the Maximum Sales Price, to any buyer, who will remain bound by the terms of these deed restrictions.

2.5 List. City or its designee shall maintain the List which shall record the Qualified Individuals in the order of the dates on which they applied to be placed on the List.

2.6 Miscellaneous. Notwithstanding anything in the documents to the contrary, City shall not exercise the Option in connection with any rental of any Unit for a term of less than 2 years. Nothing in this Agreement shall be interpreted to force a selling owner to sell a Unit against that selling owner's will. The selling owner shall have the right to list a Unit for sale at or below the Maximum Sales Price with any licensed broker. The selling owner shall have the right to obtain backup offers to purchase a Unit so long as those backup offers are conditioned upon satisfaction of the other rights and obligations of the Parties under this Agreement.

3. MAXIMUM SALES PRICE. In no event shall a Unit be sold for an amount in

excess of the "Maximum Sales Price," or the actual purchase price, whichever is less, plus an increase of three percent of such price per year from the date of purchase to the date of the owner's notice to City of owner's intent to sell (prorated at the rate of 0.25 percent for each whole month for any part of a year). Upon sale, Seller shall report to the City the actual sales price of his/her unit.

3.1 Breach Freezes Appreciation. Upon the occurrence of an "Event of Default" (defined below), the Maximum Sales Price of the Property or Unit in default shall, upon the date of such breach as determined by City, automatically cease to increase as set out in this Agreement for the Property or Unit in default, and shall remain fixed until the date such Event of Default is cured.

3.2 No Guaranty. NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY BY CITY OR MCINTOSH THAT ON RE-SALE OWNER SHALL OBTAIN THE MAXIMUM SALES PRICE, OR THAT OWNER WILL BE ABLE TO OBTAIN THE MAXIMUM ALLOWABLE RENTAL RATES.

3.3 Inducements to Sell Prohibited. Owner shall not permit any prospective buyer to assume any or all of Owner's customary closing costs nor accept any other consideration which would cause an increase in Owner's return on the sale so as to induce Owner to sell to such prospective buyer.

#### 4. RENTAL.

4.1 Rental Rates. Following the sale to the Initial Purchaser, the rental rates for the Units will be restricted as follow:

A. The Initial Rent for Units will be

1. the monthly amount necessary to amortize a 25 year, fixed rate mortgage with a principal equal to 75 percent of the Proportional Project Cost of a Unit at an interest rate equal to the lower of the 25 year, fixed rate mortgage rates charged by U.S. Bank, First Security Bank, Bank One, or Zions First National Bank in Summit County in effect at the time the Unit is sold to the Initial Purchaser; plus
2. insurance, condominium common area maintenance assessments and special assessments not to exceed \$2/square foot of living space annually, adjusted for inflation as provided below;
3. actual property taxes assessed against the Unit.

B. The Initial Rent may be increased by up to five (5) percent per year of occupancy

for the first five (5) years. After five years the rent may be increased by up to three (3) percent per year; provided however that the actual property taxes will be passed through to the tenant and are not subject to this limitation.

- C. Although it is the intention of McIntosh to sell the Units as condominiums upon completion, if market absorption at the Maximum Sales Price is slow, McIntosh may rent the Units until sold. In that event, the maximum Interim Rental Rate will be as follows:
1. the monthly amount necessary to amortize a 15 year, variable rate commercial mortgage with a principal equal to 100 percent of the Proportional Project Cost of a Unit on the most favorable terms available from First Security Bank, Bank One, or Zions First National Bank in Summit County for similar commercial loans in effect at the time a temporary certificate of occupancy is issued; plus
  2. Insurance, condominium common area maintenance assessments and special assessments not to exceed \$2/square foot of living space annually, adjusted for inflation as provided below; plus
  3. actual property taxes assessed against the unit.
  4. The Interim Rent may be increased by up to five (5) percent per year of occupancy for the first five (5) years. After five years the rent may be increased by up to three (3) percent per year; provided however that actual property taxes will be passed through to the tenant and are not subject to this limitation.
  5. If McIntosh has not sold the Units within 5 years from the issuance of a temporary certificate of occupancy, the Interim Rental Rate will terminate, and McIntosh will be deemed to be the Initial Purchaser at that time and will be subject to such rent limitations as are applicable to all other owners.
  6. The Interim Rental Rate is intended to permit McIntosh to recover the actual construction and financing costs of the Project. The City does not guarantee that market conditions will allow the Units to be rented at the maximum Interim Rental Rate.

4.2 Qualified Individuals. To the extent that owner rents any Units, owner shall utilize reasonable efforts, including giving City reasonable written notice of vacancies, to give preference to Qualified Individuals whenever possible. Owner will not knowingly allow

any tenant to sublease, assign or otherwise convey any interest in any lease to a person that is not a Qualified Individual until after best efforts have been used to lease to a Qualified Individual. In the event that owner uses best efforts to rent to a Qualified Individual and no Qualified Individual is available, owner shall have the right to rent to any other tenant.

"Qualified Individuals" means individuals (whether or not related) and families who have either been (i) a resident of City for the 24 of prior 36 months; (ii) a full-time regular employee of the Park City School District, Park City Fire District, Snyderville Basin Sewer Improvement District, or Park City Municipal Corporation; (iii) a full-time regular employee (with a minimum of 30 hours of employment per week) of a business or businesses within City limits; or (iv) an owner or owner's representative of a business within City limits.

**4.3 Compliance and Non-Discrimination.** At all times, owner shall comply with all applicable federal and state housing laws, shall not discriminate against any tenant on the basis of race, sex, creed, sexual orientation, or color, and shall operate and manage the Property in a consistent and uniform manner. This Agreement is not intended to confer rights on third parties.

**4.4 Nightly Rental.** With the exception of City, which may from time to time house consultants, employees, employment candidates, or City guests for intervals of less than 30 days, no owner shall rent or allow any Unit to be used for nightly rental.

**5. MAXIMUM SALES PRICE.**

**5.1 Initial Sales Price.** The Maximum Initial Sales Price for the Unit will be the sum of the Proportional Project Cost and the Proportional Land Cost as these terms are defined in that Employee Housing Agreement between McIntosh Mill and the City dated June 6, 1996. The Maximum Initial Sales Price will be established by agreement prior to the sale of any Unit. Initial Sales Price will be allocated on the basis of the undivided common area ownership appurtenant to each Unit. McIntosh will have the right to make minor adjustments to the Initial Sales Price to reflect the differences in marketability of specific Units based on location in the building, orientation, or floor level; provided, however, that this will not result in an increase in the total sales price for the Project and such adjustments are approved in writing by the City. The City will not unreasonably withhold such approval.

**5.2 Proportional Project Cost.** The Proportional Project Cost will be established after construction of the project is complete and final costs are determined. The City will have the right to review all Project Costs, but will be bound by any Change Orders the city has approved.

**5.3 Maximum Resale Price.** The Maximum Resale Price will be restricted to the Initial Sale Price increased by three (3) per cent per year (following the first complete year

of occupancy).

6. SECURED OBLIGATIONS. All provision in this Section 6 are subject to Section 1.1

6.1 Secured Debt. The "Secured Debt" shall mean only the following debt and only to the extent that the aggregate amount of such debt does not exceed 95 percent of the Maximum Initial Sales Price or Maximum Resale Price (as applicable) for each Unit affected: (a) all construction or purchase money financing for each Unit; and (b) all advances, refinances, modifications, extensions, permanent loans or any other encumbrance associated therewith regardless of when arising, assignments, conveyances, encumbrances, syndications and other transfers of any of the foregoing.

6.2 Priority. Notwithstanding anything in this Agreement to the contrary, City shall not take any actions or exercise any remedies under this Agreement, at law, in equity or otherwise without the consent of the Secured Debt Holder to the extent that such actions or remedies shall have a material adverse financial impact upon the security of the Secured Obligation Holder.

6.3 Cross-Default. Any uncured default under the Secured Debt documents shall constitute an "Event of Default" (defined below) under this Agreement. A breach of the Secured Debt documents by a particular owner (the "Debt Defaulting Owner") or Unit (the "Debt Defaulting Unit") shall not constitute a breach by any other owner of any other Unit.

6.4 City's Notice and Rights. This Agreement shall constitute a request for notice recorded in the Official Records of Summit County entitling the City to receive statutory notices of any default on a Debt Defaulting Unit. City shall have the right to record a separate request for statutory notices.

The Debt Defaulting Owner must notify City, in writing, of any notice of past due payments or default in payment or other obligations due or to be performed under any debt secured by the Debt Defaulting Unit within five calendar days following the Debt Defaulting Owner's receipt of such notice of default. Upon City's receipt of such notice of default and if such default is not cured within the time periods contemplated under the applicable documents, City shall have the right, but not the obligation, to take and/or require the following actions:

6.4.1 Purchase Option. With the consent of the Secured Obligation Holder, City may exercise the Option in Section 2 above. The date on which City receives notice of a default under Section 6.4 shall constitute the Offer Date.

7. NO ADDITIONAL DENSITY. In no event shall owner create an additional dwelling unit, as defined in the Park City Land Management Code, in or on the Property.

8. NO CITY GUARANTY. Nothing herein shall be construed to require City to protect or indemnify owner against any losses attributable to the rental, including (not by way of limitation) non-payment of rent or damage to the Property; not to require City to obtain a Qualified Individual for owner in the event that none is found by owner.

9. TERM OF AGREEMENT. The term of this Agreement shall commence as of the date first set forth above and shall continue in full force and effect in perpetuity. In the event that for any reason the term of this Agreement shall not continue in perpetuity, the term shall continue in full force and effect until the date that corresponds to the life in being of the last surviving student of the 1996 graduating class of McPolin Elementary School, Park City, Utah, plus 21 years. Owner hereby waives any defenses, rights or remedies that it might otherwise assert against City in connection with the following:

9.1 The application of the rule against perpetuities to the Documents; owner agrees that the Documents shall be enforceable against owner notwithstanding any application of the rule against perpetuities;

9.2 Any claim that the covenants in the Documents recorded against the Property are not real covenants running with the land; and

9.3 Any claim that the covenants in the Documents recorded against the Property are not at least equitable servitude intended to run with the land.

10. RIGHT TO INSPECT. In the event that City has reasonable cause to believe owner is violating the provision of the Documents, City, by its authorized representative, may inspect the Property or Unit between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing owner with no less than 24-hours' prior written notice. Nothing in this Agreement shall limit City's police powers.

11. DEFAULT.

11.1 Event of Default. An "Event of Default" shall occur under the Documents where a Party fails to perform any of its obligations under the documents within 30 days following that defaulting Party's receipt of notice of such default. Notwithstanding the foregoing, if the default cannot be reasonably cured within the 30-day period, the defaulting Party shall not be in default so long as the defaulting Party commences to cure the default within that 30-day period and diligently continues such cure with good faith until complete.

11.2 Defaulting Owner and Unit. Any specific owner who is threatening to commit or actually commits an Event of Default is herein called a "Defaulting Owner." The Unit owned by a Defaulting Owner is herein called the "Defaulting Unit."



12. REMEDIES. Subject to the provision of Section 12.6 below, upon the occurrence of an Event of Default the non-defaulting Party may exercise all rights and remedies available at law and in equity. Those rights and remedies shall be cumulative. All costs, including attorney's fees, incurred by the non-defaulting Party in exercising its remedies shall be an additional award to the non-defaulting Party. Furthermore, upon the occurrence of an Event of Default by a Defaulting Owner, and subject to the provisions of Section 12.6 below, City may resort to any or all of the following remedies to enforce against the Property, or cause the Defaulting Owner to comply with, the covenants and restrictions herein: (i) monetary damages; (ii) punitive damages; and (iii) the following additional remedies:

12.1 Substitute Performance. If any Defaulting Owner defaults under any obligation associated with a Defaulting Unit, City shall have the right to perform that obligation on behalf of that Defaulting Owner. That Defaulting Owner shall reimburse City for any costs incurred by City in performing such obligations. If the Defaulting Owner fails to reimburse City for those costs, City shall have the right to place a lien on the associated damages. Subject to the consent of the Secured Obligation Holder, City may execute on any judgment and foreclose on any lien against a Defaulting Unit or Defaulting Owner.

12.2 Power of Reverter; Revocation of Unauthorized Conveyance; Power of Sale and Unlawful Detainer. If the Defaulting Unit has been sold, assigned or leased to a buyer, assignee, lessee or other transferee in violation of this Agreement (an "Unauthorized Conveyance") City may revoke that Unauthorized Conveyance by exercising the power of reverter and sale, eviction or other lawful means and take possession and ownership of the Defaulting Unit by delivering to the Defaulting Owner a written declaration of default and demand for reverter, sale, eviction or otherwise. City shall have the right to sell the Defaulting Unit (if the Unauthorized Conveyance is a sale) or evict a tenant (if the Unauthorized Conveyance is a lease) in accordance with applicable laws governing deeds of trust with powers of reverter, sale and/or unlawful detainer. City shall have the right to act as its own trustee or to appoint an independent trustee to process the foreclosure, reverter, sale and/or unlawful detainer. City shall have the right to appoint a receiver for the purpose of renting the Defaulting Unit to a Qualified Individual pending the sale of the Defaulting Unit on the other terms hereunder.

12.3 Injunctive Relief. City shall be entitled to specific performance of, and injunctive and other equitable relief against, the Defaulting Owner.

12.4 Lien. City shall be entitled to place a lien and security interest upon all of the Defaulting Owner's right, title and interest in and to the Defaulting Unit subject to this Agreement and subordinate to the Secured Obligations. With the consent of the Secured Obligation Holder, City may exercise all rights and remedies available at law and in equity relative to that lien including the right to foreclosure upon that lien.

12.5 Other. City shall be entitled to enforce performance of any obligations

secured hereby and to exercise all rights and powers under the Documents or any laws now or hereafter in force, notwithstanding that some or all of said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Subject to the limitations in the Documents, neither the acceptance of this Agreement nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect City's right to realize upon or enforce any other security now or hereafter held by City, it being agreed that City shall be entitled to enforce this Agreement and any other security now or hereafter held by City in such order and manner as City may, in its absolute discretion, determine. No remedy conferred upon or reserved to City by the Documents is intended to be exclusive of any other remedy, but each shall be cumulative and shall be in addition to every other remedy given by the Documents or now or hereafter existing at law, in equity or by statute. Every power or remedy given by the Documents to City or to which City may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by City; and City may pursue inconsistent remedies.

12.6 Consent of Secured Obligation Holder. Notwithstanding anything in the Documents to the contrary, City shall not exercise any rights or remedies or take any other actions under any Documents (including execution on any judgment against the Defaulting Owner or the Defaulting Unit) without the consent of the Secured Obligation Holder to the extent that the exercise of those rights, remedies or actions may have a material adverse financial impact upon the security, of the Secured Obligation Holder. The Secured Obligation Holder shall consent to actions by City under this Agreement so long as (a) City covenants in writing to pay or assume all amounts due under the Secured Obligations and the rights of the Secured Obligation Holder as limited by Section 6.1 above, (b) no action has been filed by or against City for

insolvency, bankruptcy or reorganization for financial insolvency purposes and (c) those actions do not have a material adverse financial impact upon the security of the Secured Obligation Holder.

13. NOTICES. Any notice, consent or approval which is required herein shall be in writing and given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to any address provided herein or to any subsequent mailing address of the Party as long as prior written notice of the change of address has been given to the other parties.

Any notice by any Party shall also be delivered simultaneously to U.S. Bank to the extent that U.S. Bank is a Secured Obligation Holder. Said notices, consents and approvals shall be sent to the Parties at the following addresses unless notified in writing:

To Owner: Harry Reed  
McIntosh Mill  
P. O. Box 1330  
Park City, Utah 84060

To City: City Manager and City Attorney  
Park City Municipal Corporation  
P. O. Box 1480  
Park City, Utah 84060

To Secured Debt Holder: U. S. Bank  
107 South Main Street  
Salt Lake City, Utah 84111

The Parties shall promptly deliver to each other written notice of any change in their respective addresses.

14. EXHIBITS. All exhibits attached hereto are incorporated herein and by this reference made a part hereof.

15. SEVERABILITY. Whenever possible, each provision of the Documents shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such Document.

16. ATTORNEYS' FEES. If any Party shall take or defend against any action for any relief against another Party arising out of the Documents, the prevailing Party in such action or

defense shall be entitled to be reimbursed by the losing Party for all costs including, but not limited to, attorneys' fees and court costs, incurred by the prevailing Party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For the purposes of this section attorneys' fees shall include, without limitation, fees incurred in the following; (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third-party examinations; (4) discovery; and (5) bankruptcy litigation.

Attorneys' fees incurred in enforcing any judgment in a legal action pursuant to this paragraph are recoverable as a separate item. This entitlement to post-judgment attorneys' fees is intended to be severable from the other provisions of this document, and to survive any judgment, and is not deemed merged into the judgment.

17. CONSENTS. No consent, approval or authorization under the Documents shall be unreasonably withheld, conditioned or delayed.

18. CHOICE OF LAW. The Documents shall be governed and construed in accordance with the laws of the State of Utah.

19. SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the Parties.

20. PARAGRAPH HEADINGS. Paragraph or section headings within the Documents are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

21. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of the Documents shall be valid against any Party hereto except on the basis of a written instrument executed by the Parties. However, the Party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

22. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

23. MODIFICATION. The Parties agree that any modifications of the Documents shall be effective only when made by writings signed by the Parties, or their successors in interest, and recorded with the Clerk and Recorder of Summit County, Utah, if the Documents

23. **MODIFICATION.** The Parties agree that any modifications of the Documents shall be effective only when made by writings signed by the Parties and recorded with the Clerk and Recorder of Summit County, Utah, if the Documents being amended have been so recorded.

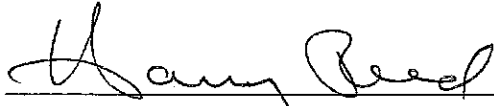
24. **RECORDING AND FILING: COVENANTS TO RUN WITH THE LAND**

24.1 **Recordation.** Upon execution and delivery by Owner and City, Owner shall cause this Agreement to be recorded and filed in the official public land deed records of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

24.2 **Covenants Run With Land.** The Parties intend, declare and covenant, on behalf of themselves and all future owners and operators of the Property, that this Agreement and the covenants, restrictions and equitable servitude set forth in this Agreement regulating and restricting the rents, use, occupancy and transfer of the Property (a) shall be and are covenants running with the land and improvements, and encumbering the Property for the term of this Agreement, binding upon Owner, its grantees, successors and assigns and the grantees and successors and assigns of them, or any of them, (b) are not merely personal covenants of Owner or City, (c) shall bind Owner (and the benefits shall inure to City) and their respective successors and assigns, and (d) are intended to run with the land and improvements associated with the Property and be equitable servitude.

Dated this 23<sup>rd</sup> day of March, 1998.

MCINTOSH MILL

  
\_\_\_\_\_  
Harry Reed, President

PARK CITY MUNICIPAL CORPORATION

  
\_\_\_\_\_  
Toby Ross, City Manager

Attest

*Cindy LoPiccolo*

Cindy LoPiccolo, Deputy City Recorder

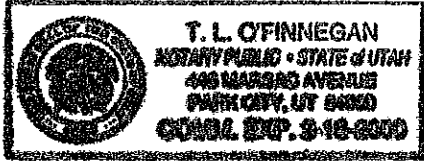
Approved as to form:

*Mark Harrington*

Mark Harrington, Deputy City Attorney

STATE OF UTAH )  
 ) ss.  
COUNTY OF SUMMIT )

On this 23rd day of March, 1998 personally appeared before me Harry Reed and who by me duly sworn, did say that he is the President of **McIntosh Mill, Ltd.**, and that said document was signed by him in behalf off said corporation by authority of its bylaws and said Harry Reed acknowledged to me that said corporation executed the same.



*T. L. Ofinegan*  
Notary Public, State of Utah

STATE OF UTAH )  
 ) ss.  
COUNTY OF SUMMIT )

On this 23rd day of March, 1998, personally appeared before me Toby Ross and who by me duly sworn, did say that he is the City Manager of **Park City Municipal Corporation**, and that said document was signed by him in behalf off said corporation by authority of its bylaws and said Harry Reed acknowledged to me that said corporation executed the same.



*T. L. Ofinegan*  
Notary Public, State of Utah

Master Deed Restrictions and Agreement  
for 1475 Park Avenue Page 14

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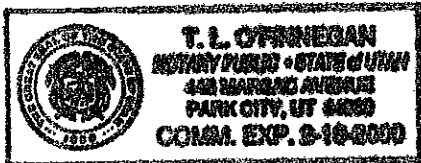


EXHIBIT A  
to Master Deed Restrictions and Agreement for 1475 Park Avenue

Beginning at a point which is North 191.00 feet and East 1598.00 feet from the southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 62°14'30" West 119.64 feet; thence North 31°19' West 90.91 feet; thence North 67°02'30" East 129.03 feet; thence South 25°24' East 80.00 feet to the point of beginning.