

## **OPEN SPACE PURCHASE AND EXCHANGE AGREEMENT**

This Open Space Purchase and Exchange Agreement (“**Agreement**”) is made as of this \_\_\_\_ day of December, 2012 (the “**Effective Date**”) by and between **Summit County**, a political subdivision of the State of Utah (the “**County**”), **Snyderville Basin Special Recreation District**, a local district of the State of Utah (the “**District**”) and **Park City Municipal Corporation**, a municipal corporation (the “**City**”) (individually referred to herein as a “**Party**” and jointly referred to herein as the “**Parties**”). The County and the District are collectively referred to herein as the “**County Parties**”.

### WITNESSETH

The County Parties are the fee title owners of a certain parcel of real property identified as all of Lot 4 of the Gillmor Subdivision, according to the official plat thereof on file with the Summit County Recorder, Summit County Assessor Parcel Number Gillmor-4-X, consisting of approximately 292 acres, which is encumbered by a conservation easement held by Utah Open Lands (the “**Gillmor Open Space**”);

The County Parties acquired the Gillmor Open Space on June 25, 2012 for the purchase price of \$7,425,000, of which \$6,000,000 was paid at closing and an interest-free Promissory Note of \$1,425,000 secured by a First Deed of Trust was to be paid on or before June 25, 2013 (the “**Prior Encumbrance**”);

At the same time, the County Parties also acquired through quitclaim deeds various parcels of property bordering the Gillmor Open Space which are more particularly described on **Exhibit “A”** hereto (the “**Quitclaim Properties**”);

The County Parties and City acquired as tenants in common (78% owned by the County Parties and 22% owned by the City) all of Lots 2 and 3 of the Kimball Junction Subdivision, First Amended, according to the official plat thereof recorded on October 28, 2010, as Entry Number 00909755 in the office of the Summit County Recorder (the “**Kimball Open Space**”);

The County Parties and the City jointly own (in the percentage interests identified in the previous recital) all of Lot 5 of the Kimball Subdivision, First Amended (the “**KJS Lot 5**”) which the Parties desire to convey to the Utah Athletic Foundation (“**UAF**”), pursuant to the terms of that certain letter agreement dated November 20, 2008, by and between the County and the UAF, a copy of which has been delivered to the Parties;

Simultaneously with the execution of this Agreement, the District intends to execute that certain option agreement attached hereto as **Exhibit “B”** (the “**District Option**”), which effectuates the purchase from Utah Open Lands Conservation Association, Inc., of the approximately 781 acre Toll Canyon property (the “**Toll Canyon Open Space**”);

The City wishes to acquire the Gillmor Open Space and Quitclaim Properties from the County Parties. To accomplish this, the City is willing to deed its all of its right, title and interest in the Kimball Open Space to the County Parties, as well as provide \$3,966,000 in cash to the County Parties for the purpose of open space acquisition; and

As a part of the Closing (defined below), the County Parties desire to clarify their respective ownership interests in the Kimball Open Space.

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

1. **Purchase Price; Payment Terms.** The purchase price for the Gillmor Open Space and Quitclaim Properties shall be Seven Million Four Hundred Sixty Six Thousand Dollars (\$7,466,000.00) (the “**Purchase Price**”). The Purchase Price shall be paid as follows:
  - (a) At the Closing, by Special Warranty Deed, the City shall convey to the County the Kimball Open Space, having a value of Three Million Five Hundred Thousand Dollars (\$3,500,000.00); and,
  - (b) At the Closing, the City shall pay to the District the sum of One Million Four Hundred Sixty Six Thousand Dollars (\$1,466,000.00) (the “**Down Payment**”); and,
  - (c) At the Closing, the City shall execute and deliver to the District an interest-free promissory note for the balance of the Purchase Price in the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), due and payable on or before November 1, 2014 (the “**Promissory Note**”). The Promissory Note shall be secured by a first lien deed of trust, which shall encumber all of the Gillmor Open Space and the Quitclaim Properties (the “**Trust Deed**”). The form of the Promissory Note and Trust Deed are attached hereto as **Exhibits “C”** and “**D**”, respectively.
2. **Trail Master Plan.** The City shall use its best efforts to work in good faith with the District in the mapping of appropriate trails through the Gillmor Open Space. This provision shall survive the Closing as set forth herein.
3. **Consent to Annexation.** The County agrees that it shall not protest the annexation of the Gillmor Open Space into the municipal boundaries of the City.
4. **Environmental Condition of Property.** The County Parties commissioned AGEC Applied Geo Tech to perform a Phase I Environmental Site Assessment, including some limited soils testing, on the Gillmor Open Space, and a report of such was issued on

November 29, 2012 as AGECE Project No. 1120965 (the "Environmental Report"). The City is in receipt of the Environmental Report and is satisfied with the environmental conditions of the Gillmor Open Space.

5. **Use of Proceeds.**

- a. **From Down Payment:** The Parties acknowledge that, at the Closing, \$1,425,000 of the proceeds from the Down Payment shall be used by the County Parties to extinguish the Prior Encumbrance on the Gillmor Open Space. The remainder of the Down Payment of approximately \$41,000 reimburses the County Parties for their share of any Closing costs and for costs incurred by them for surveying, engineering, environmental and conservation easement work done in connection with their acquisition of the Gillmor Open Space.
  - b. **From the Promissory Note:** The County Parties intend to use proceeds from the Promissory Note to help fund the purchase of the Toll Canyon Open Space. In the event that the County Parties do not use all of the proceeds from the Promissory Note to help fund the purchase of the Toll Canyon Open Space ("Unused Proceeds"), then the County Parties shall spend the Unused Proceeds to acquire other open space within the District's boundaries, which parcels shall be owned by the District. The County and the City shall form a six (6) member executive committee (the "**Executive Committee**") to determine which open space property(ies) to purchase. The Executive Committee shall consist of two (2) members of the County Council sitting as members of the Governing Body of the District, one (1) member of the Basin Open Space Advisory Committee, two (2) members of the City Council or their designees, and one (1) member of the City Open Space Advisory Committee.
6. **Escrow Agent; Title Report.** The transactions contemplated by this Agreement shall be escrowed, closed, and settled (collectively, the "**Closing**") at the offices of U.S. Title Insurance Agency, 1630 Shortline Road, P.O. Box 681128, Park City, UT, 84060, (the "**Escrow Agent**") (attention Corinne Woodward; telephone 435-615-1148; email cwoodward@ustitleutah.com). The Escrow Agent has provided title commitments for the Gillmor Open Space and the Kimball Open Space, which are attached hereto as **Exhibit "E"** and **Exhibit "F"**, respectively (the "**Title Commitments**"). Except for Exception #22 in the Title Commitment for the Gillmor Open Space, which exception shall be removed at Closing when the Prior Encumbrance is satisfied, the Parties hereby accept the Title Commitments and the exceptions identified therein (the "**Permitted Exceptions**").
7. **Closing Condition; Closing; Closing Date.** The City's obligations under this Agreement are contingent upon the District's having exercised the District Option to purchase the Toll Canyon Open Space. The Closing shall occur (the "**Closing Date**") on or before May 1, 2013. At the Closing, the parties shall do the following through escrow: (a) the County shall execute and deliver to the District the following deeds: (i) a special warranty deed conveying the County's 19% undivided interest in the Gillmor Open

Space, as more particularly set forth in **Exhibit “G”**, and (ii) a quitclaim deed conveying the County’s 19% undivided interest in the Quitclaim Properties, as more particularly set forth in **Exhibit “H”**; (b) the City shall execute and deliver a special warranty deed conveying good and marketable title to all of the City’s interest in the Kimball Open Space, subject to the Permitted Exceptions, to the County as more particularly set forth in **Exhibit “I”**; (c) the County shall execute and deliver a special warranty deed conveying an undivided 63% interest in the Kimball Open Space to the District, as more particularly set forth in **Exhibit “J”**; (d) the City shall pay the Down Payment and shall execute and deliver the Promissory Note and Trust Deed; (e) the County Parties shall pay off the debt obligation secured by the Prior Encumbrance; (f) the District shall execute and deliver a special warranty deed conveying good and marketable title to the Gillmor Open Space to the City, subject to the Permitted Exceptions, as more particularly set forth in **Exhibit “K”**; (g) the District shall execute and deliver a quitclaim deed to the Quitclaim Properties to the City, as more particularly set forth in **Exhibit “L”**; (h) the County and the City shall execute and deliver a special warranty deed conveying the KJS Lot 5 to the UAF, as more particularly set forth in **Exhibit “M”**; (i) the District, at its expense, shall purchase a standard A.L.T.A. owners title insurance policy in the amount of \$7,425,000 insuring good and marketable title to the Gillmor Open Space in the City, based upon the Title Commitment and subject only to the Permitted Exceptions and the Trust Deed; (j) the City, at its expense, shall purchase a standard A.L.T.A. owners title insurance policy in the amount of \$3,500,000, insuring good and marketable title in the Kimball Open Space in the District as to an undivided 63% interest and the County as to an undivided 37% interest, based upon the Title Commitment and subject only to the Permitted Exceptions; (k) the District and the City shall equally share in the costs of the escrow; and (l) the Parties shall take all other steps needed to effectuate the transactions contemplated by this Agreement.

8. **Joint Acknowledgment of the Parties.** The Parties agree that they shall enter into a joint press release to announce their involvement in the open space transactions contemplated by this Agreement, which include the Gillmor Open Space, Kimball Open Space, and Toll Canyon Open Space. In addition, to the extent that there are any plaques, monuments, signs, or other public displays or announcements identifying the Gillmor Open Space, the Kimball Open Space, and/or the Toll Canyon Open Space, the Parties shall each be listed therein as contributing partners to the preservation of these open spaces.
9. **Notices.** All notices provided for herein to be deemed delivered when sent to the following:

If to the County:

Summit County Manager  
Summit County Courthouse  
P.O. Box 128  
60 N. Main  
Coalville, Utah 84017

If to the District:

District Director  
Snyderville Basin Special Recreation District  
5715 Trailside Dr.  
Park City, Utah 84098

If to the City:

Park City Manager  
P.O. Box 1480  
445 Marsac Ave  
Park City, Utah 84060

10. **Entire Agreement; Amendment Waiver.** This Agreement constitutes the entire agreement between the parties pertaining to any right or interest in and to the Kimball Open Space, Gillmor Open Space, the Quitclaim Properties, or other subject matter contained in it and supersedes all prior agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Only a writing executed by all parties clearly stating its termination may cancel this Agreement.
11. **Severability.** Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.
12. **Authority.** Each Party represents and warrants that it has full authority to perform as herein provided, and has received all consents necessary or desirable in connection with the execution of this Agreement.
13. **Execution.** This Agreement may be executed by the execution of one of more counterparts and may be executed by sending an electronic copy of an executed Agreement to the other party hereto.
14. **Dispute Resolution.** The parties agree that any dispute, arising related to this Agreement may first be submitted to mediation. If mediation is mutually agreed upon then, the dispute shall be submitted to mediation through a mediation provider unanimously agreed upon by the parties. Each party agrees to bear its own costs of mediation. If, however, any party is required to take legal action to pursue any rights under this Agreement, then the prevailing party shall be entitled to attorneys' fees and costs. Each of the Parties

agrees that the other Parties shall be entitled to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

15. **No Brokers**. All parties represent to each other that they have not engaged a real estate broker or other professional to whom monies might be owed by reason of this transaction. The parties agree to indemnify and hold the other harmless from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar forms of compensation made by any real estate broker or any other person or entity because of the option and future sale contemplated by this Agreement.
16. **Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. The parties consent to the jurisdiction of the courts of the state of Utah and further agree that any action arising out of or relating to this Agreement may only be commenced in the courts of the state of Utah. The terms and provisions of the Agreement are for the benefit of the County, the District and the City only and no other person shall have any right or cause of action on account thereof.
17. **Prorations**. At Closing, all real estate taxes and assessments, both general and special, shall be prorated as of the Closing Date. Further, the costs of Closing shall be divided as between the parties in the manner typical for this type of transaction.
18. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the County, the District, and the City and their respective successors and assigns.
19. **Assignment**. This Agreement may be assigned with the prior written permission of the non-assigning party or parties, which permission will not be unreasonably withheld.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto as of the date written above.

SUMMIT COUNTY

By: \_\_\_\_\_

Its: Manager

SNYDERVILLE BASIN SPECIAL RECREATION  
DISTRICT

By: \_\_\_\_\_

Its: Chair, Governing Board

PARK CITY MUNICIPAL CORPORATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

**Exhibit "A"**  
**To**  
**Open Space Purchase And Exchange Agreement**

**Quitclaim Properties**

**TRACT ONE:**

A portion of land lying outside the legal described boundary of Tax Parcel SS-59-A, but within the existing, historic fence lines that are located on Tax Parcel SS-57-2-A-X and Tax Parcel SS-59-X. Located in Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, described as follows:

Commence at the Northeast corner of Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian; Thence along the East line of said Section 28 South  $01^{\circ} 02' 41''$  East a distance of 2,666.45 feet to the East Quarter Corner of said Section 28; Thence continuing along said East Section line South  $01^{\circ} 02' 41''$  East a distance of 526.31 feet to the Point of Beginning, said point also being the Southeast property corner of Tax Parcel SS-59-A; Thence, backtracking along said East line of Section 28, North  $001^{\circ} 02' 41''$  West a distance of 629.4 feet, more or less, to a point of intersection of an existing wire fence and said East line of Section 28; Thence leaving said East line of Section 28 and continuing along said existing wire fence South  $1^{\circ} 34' 49''$  East a distance of 817.7 feet, more or less to the point of intersection of an existing East-West wire fence; Thence continuing Westerly along said existing East-West wire fence the following twenty-five (25) calls; (1) South  $88^{\circ} 50' 35''$  West a distance of 8.5 feet, more or less; (2) South  $88^{\circ} 15' 16''$  West a distance of 67.9 feet, more or less; (3) North  $89^{\circ} 58' 50''$  West a distance of 105.4 feet, more or less; (4) North  $88^{\circ} 41' 59''$  West a distance of 140.9 feet, more or less; (5) North  $87^{\circ} 26' 20''$  West a distance of 316.4 feet, more or less; (6) North  $88^{\circ} 44' 04''$  West a distance of 313.1 feet, more or less; (7) North  $87^{\circ} 53' 00''$  West a distance of 409.4 feet, more or less; (8) North  $88^{\circ} 52' 10''$  West a distance of 133.1 feet, more or less; (9) South  $88^{\circ} 03' 50''$  West a distance of 37.8 feet, more or less; (10) South  $85^{\circ} 06' 02''$  West a distance of 54.6 feet, more or less; (11) South  $82^{\circ} 20' 44''$  West a distance of 138.2 feet, more or less, to the point of a fence corner; (12) South  $14^{\circ} 10' 26''$  East a distance of 80.1 feet, more or less, to the point of a fence corner; (13) South  $50^{\circ} 51' 55''$  West a distance of 129.7 feet, more or less, to the point of a fence corner; (14) North  $67^{\circ} 22' 03''$  West a distance of 208.3 feet, more or less, to the point of a fence corner; (15) North  $89^{\circ} 38' 34''$  West a distance of 305.0 feet, more or less; (16) South  $87^{\circ} 59' 48''$  West a distance of 116.2 feet, more or less; (17) South  $87^{\circ} 39' 29''$  West a distance of 263.4 feet, more or less to the point of a fence corner; (18) North  $74^{\circ} 06' 23''$  West a distance of 417.2 feet, more or less; (19) North  $75^{\circ} 41' 50''$  West a distance of 114.2 feet, more or less; (20) North  $80^{\circ} 21' 47''$  West a distance of 126.1 feet, more or less; (21) North  $81^{\circ} 04' 47''$  West a distance of 83.0 feet, more or less; (22) North  $81^{\circ} 59' 19''$  West a distance of 232.4 feet, more or less; (23) North  $86^{\circ} 00' 41''$  West a distance of 673.3 feet, more or less, to the point of a fence corner; (24) South  $4^{\circ} 18' 20''$  West a distance of 347.9 feet, more or less, to the point of a fence corner; (25) South  $72^{\circ} 39' 52''$  West a distance of 13.9 feet, more or less; Thence leaving said existing East-West fence, North  $00^{\circ} 04' 28''$  East a distance of 15.2 feet, more or less to a South-Westerly boundary corner of



said Parcel SS-59-A; Thence Northerly and Easterly along the boundary line of said Tax Parcel SS-59-A the following two (2) calls: (1) North 00°04'28" East a distance of 350.80 feet to a boundary corner; (2) South 89° 55' 32" East a distance of 4,328.47 feet to the Southeast property corner of said tax parcel SS-59-A, said point also being the point of beginning.

Contains: 16.75 Acres (729,429 s.f.), more or less.

Assessor Parcel No.: SS-59-X

#### **TRACT TWO:**

Located in Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, described as follows:

Commence at the Southwest Corner of the Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 88°25'45" East 1023.00 feet along the section line and North 00°04'28" East 1732.50 feet to the TRUE POINT OF BEGINNING; Thence backtracking South 00°04'28" West a distance of 1732.50 feet to the south line of said Section 28; Thence along said south Section Line North 88°25'45" West a distance of 71.82 feet, more or less, to the east property line of Tax Parcel SS-60-1; Thence along said east property line of Tax Parcel SS-60-1 North 03°19'50" West a distance of 442.31 feet, more or less to the common easterly corner between Tax Parcels SS-60-1 and SS-60-3; thence along the east boundary line of said Tax Parcel SS-60-3 North 03°19'50" West a distance of 444.71 feet, more or less to the common easterly property corner between Tax Parcels SS-60-3 and SS-60; Thence along the easterly property line of said Tax Parcel SS-60 the following two (2) calls: (1) North 01°04'56" west a distance of 398.85 feet, more or less; (2) North 24°57'56" West a distance of 367.09 feet, more or less to the common easterly property corner between Tax Parcels SS-60 and SS-60-F-1; Thence along the northeasterly property line of said Tax Parcel SS-60-F-1 North 55°08'08" West a distance of 199.23 feet, more or less to a southwesterly property corner of Tax Parcel SS-59-A; Thence along the southerly property line of said Tax Parcel SS-59-A South 89°55'32" East a distance of 348.45 feet, more or less to the point of beginning.

Contains 2.70 Acres (117,424 s.f.), more or less.

Assessor Parcel No.: SS-59-A-2-X

**Exhibit "B"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**District Option to Purchase Toll Canyon Open Space**

**[see attached]**

**DRAFT**

## OPTION AGREEMENT

### (SBSRD & UOL)

This Agreement (the "**Agreement**") is made effective the \_\_\_ day of December, 2012 (the "**Effective Date**"), by and between **Snyderville Basin Special Recreation District**, a local district of the State of Utah (the "**District**") and **The Utah Open Lands Conservation Association, Inc.**, a Utah not-for-profit corporation ("**UOL**") (each is a "**Party**" and collectively they are referred to as the "**Parties**").

### **RECITALS**

UOL has entered into an Option Agreement dated November 16, 2012, as amended December 5, 2012 (the "**Option**"), with RE Investment Holdings, LLC, a Utah limited liability company (the "**REIH**"), a copy of which is attached as **Exhibit "A"**. Pursuant to the Option, UOL has the right to purchase from REIH approximately 781 acres of real property located in Summit County, Utah, commonly referred to as the Toll Canyon Property (the "**Property**").

As stated in the Option, the purchase price for the Property is Six Million One Hundred Thousand dollars (\$6,100,000.00), (the "**Purchase Price**"). Under the Option, UOL has the right to pay the Purchase Price by making a down payment of two million dollars (\$2,000,000) (the "**Down Payment**") and delivering to REIH an interest-free promissory note in the amount of Four Million One Hundred Thousand Dollars (\$4,100,000) payable on or before December 28, 2014, with a further provision that, if timely paid, REIH shall reduce the principal amount by Six Hundred Ten Thousand Dollar (\$610,000), bringing the net amount due if timely paid to Three Million Four Hundred Ninety Thousand Dollars (\$3,490,000) (the "**Promissory Note**"), and a trust deed conveying the Property in trust as security for all amounts due under the Promissory Note (the "**REIH Trust Deed**").

Upon the terms identified in this Agreement, the District desires the option to purchase the Property from UOL. In the event the District exercises its option and purchases the Property from UOL and subject to the terms and conditions herein contained, the District shall grant to UOL the Conservation Easement (defined below) covering the Property to preserve, protect and enhance the conservation values of the Property.

### **TERMS**

**NOW THEREFORE**, in consideration of the covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and UOL agree as follows:

1. Escrow, Escrow Agent, and Title. The transactions contemplated by this Agreement shall be escrowed (the “**Escrow**”), closed, and settled at the offices of U.S. Title Insurance Agency, 1630 Shortline Road, P.O. Box 681128, Park City, UT, 84060, (the “**Escrow Agent**”) (attention Corinne Woodward; telephone 435-615-1148; email cwoodward@ustitleutah.com). The Escrow Agent has provided title commitment for the Property, which is attached hereto as **Exhibit “B”** (the “**Title Commitment**”). Except for exception number(s) \_\_\_\_\_ in the Title Commitment, which exception(s) shall be removed at or prior to Closing, the District hereby accepts the Title Commitment and the exceptions identified therein (the “**Permitted Exceptions**”).

2. District’s Option. The District shall have the exclusive option to purchase the Property from UOL (the “**District’s Option**”), which option shall expire at 12:01 am MDT on December 21, 2012 (the “**Deadline**”). To exercise the District’s Option, prior to the expiration of the Deadline, the District shall provide to UOL written notice of its election to proceed with purchase of the Property pursuant to the terms of this Agreement and the Option. Upon receipt of such notice, UOL shall provide to REIH the written notice required to exercise the Option and shall proceed with all steps required to close the purchase of the Property.

3. UOL’s Closing; Down Payment. UOL’s purchase of the Property from REIH pursuant to the Option shall be effectuated through the Escrow on or before the “closing date” specified in the Option (the “**UOL Closing**”). At the UOL Closing, the Parties shall do the following: (a) the District shall deliver into Escrow the Down Payment in immediately available funds for use by UOL as the down payment required by the Option; and (b) UOL shall deliver to the District and cause to be recorded the second position trust deed evidencing the District’s interest in the Property, a copy of which is attached hereto as **Exhibit “C”** (the “**District Trust Deed**”).

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR THE DISTRICT TRUST DEED TO THE CONTRARY, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT: (A) UOL HAS NEITHER THE MEANS NOR THE CORPORATE AUTHORITY TO PAY THE BALANCE DUE ON THE PROMISSORY NOTE AND THAT CONSEQUENTLY, IF THE DISTRICT IS UNWILLING OR UNABLE TO PAY THE BALANCE DUE ON THE PROMISSORY NOTE FOR ANY REASON, REIH MAY FORCLOSE ON THE REIH TRUST DEED, AND (B) THE DISTRICT TRUST DEED IS EXPRESSLY “NON-RECOURSE” TO UOL, AND THEREFORE THE DISTRICT SHALL NOT HAVE THE RIGHT TO SEEK REPAYMENT OF THE DOWN PAYMENT OR PAYMENT OF THE BALANCE DUE ON THE PROMISSORY NOTE FROM UOL AND THE DISTRICT’S SOLE REMEDY SHALL BE TO ATTEMPT TO OBTAIN TITLE TO THE PROPERTY BY FORECLOSING UPON THE DISTRICT TRUST DEED AND BY PERFECTING THE ADDITIONAL SECURITY (DESCRIBED BELOW).

4. Recreational Lease. The Parties shall act in good faith to agree upon a lease to allow the District to use the Property for recreational purposes, which Lease shall be executed on or before December 31, 2013.

5. Additional Security. As additional security for the District's contribution of the Down Payment and at UOL's Closing, UOL shall execute and deliver into Escrow the following (collectively, the "**Additional Security**") (a) a quitclaim deed conveying to the District all of UOL's right, title and interest in and to the Property (the "**Quitclaim Deed**"), a copy of which is attached hereto as **Exhibit "D"**, and (b) the escrow instructions letter, substantially in the form attached hereto as **Exhibit "E"**, directing the Escrow Agent to immediately deliver the Quitclaim Deed to the District upon any event of default by UOL under the terms of the Promissory Note or the REIH Trust Deed.

6. UOL's Contribution and the Minimum Contribution. UOL shall use commercially reasonable efforts to seek USDA Forest Legacy ("**Forest Legacy**") and other funding to be paid directly to REIH to pay down any outstanding balance due on the Promissory Note ("**UOL's Contribution**"). Provided, however, in consideration for and as a condition to the District's granting the Conservation Easement to UOL and regardless of whether UOL has been successful in obtaining Forest Legacy funding, on or before the due date under the Promissory Note or at the District's Closing (defined below), UOL shall pay to REIH to be applied toward any outstanding balance on the Promissory Note, the minimum sum of Two Hundred Fifty Thousand Dollars (\$250,000) (the "**Minimum Contribution**"). In the event that UOL fails to pay the Minimum Contribution, the District shall not be obligated to grant the Conservation Easement to UOL and UOL shall be relieved of its obligation to pay the Minimum Contribution.

7. Property Tax Abatement. The District shall seek a property tax abatement from Summit County on the Property for the tax years 2013 and 2014.

8. District's Closing. The Parties shall effectuate the transactions contemplated by this Section 6 through Escrow (the "**District's Closing**"). In the event that the District exercises the District's Option, the Parties shall do the following: (a) the District shall pay the balance due on the Promissory Note according to its terms, less UOL's Contribution, (b) UOL shall repay in full the Promissory Note and the REIH Trust Deed shall be fully reconveyed, (c) UOL shall deliver to the District a special warranty deed conveying good and marketable title of the Property to the District subject only to the Permitted Exceptions and, if UOL pays the Minimum Contribution, the Conservation Easement, (d) UOL shall pay for and provide a standard A.L.T.A. owner's title insurance policy, insuring good and marketable title in the District, subject only to the Permitted Exceptions and, if UOL pays the Minimum Contribution, the Conservation Easement, (e) if UOL has paid or pays at the District's Closing the Minimum Contribution, the Parties shall execute and record the conservation easement covering the Property, substantially in the form attached hereto as **Exhibit "F"** (the "**Conservation Easement**"), and (f) the Parties shall equally share in the costs of the Escrow. Provided, however, in the event UOL is successful in obtaining funding from Forest Legacy and that such funding requires that a governmental entity holds the conservation easement, the District shall not be required to grant to UOL the Conservation

Easement but rather a conservation easement acceptable to the District and Forest Legacy shall be granted by the District and recorded against the Property.

9. Notices. Any notice, demand, request, consent, approval, or communication between the Parties shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties as follows, or to such other address as the Parties may from time to time designate by written notice.

To UOL:

Utah Open Lands  
2188 So. Highland Drive, Ste. 203  
Salt Lake City, UT 84106  
Attn: Wendy Fisher

To District:

Snyderville Basin Special Recreation District  
Attn: District Director  
5715 Trailside Drive  
Park City, Utah 84098

10. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the described matters, and supersedes all prior negotiations and agreements.

11. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, the Parties, their successors and assigns.

12. Modification. This Agreement may not be modified except by an instrument in writing signed by all the Parties.

13. Cooperation. Each Party agrees to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms of this Agreement.

14. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. Any Party's facsimile signature and any emailed copy of a Party's signature shall be deemed a binding signature.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURES FOLLOW ON NEXT PAGE]

The Parties have executed this Agreement to be effective as of the date first set forth above.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

THE UTAH OPEN LANDS  
CONSERVATION ASSOCIATION, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

EXHIBIT "A"  
To  
Option Agreement (SBSRD & UOL)

OPTION AGREEMENT BETWEEN UOL AND REIH

[see attached]



**OPTION AGREEMENT  
[REIH /UOL]**

This Option Agreement ("**Agreement**") is made as of this 16<sup>th</sup> day of November, 2012 (the "**Effective Date**") by and between RE Investment Holdings, L.L.C., a Utah limited liability company ("**REIH**"), and Utah Open Lands Conservation Association, Inc. a Utah corporation ("**UOL**").

WITNESSETH

REIH owns approximately 781 acres of real property located in Summit County, Utah (the "**Property**") a map of which is attached hereto as Exhibit "A" and incorporated herein. A legal description of the Property is attached here to as Exhibit "B" and incorporated herein;

The Property currently provides important and significant protection of natural habitat for wildlife and plants, serves as scenic relief along the highly travelled I-80 corridor and could provide critical public trail connections (collectively, the "**Conservation Purposes**");

UOL is an Internal Revenue Code §501(c) (3) entity and is a "qualified organization" as such term is used in §170(h) of such Code;

UOL desires to acquire fee title to the Property in order to facilitate its protection as open space and to protect and promote the conservation values that exist upon the Property;

A recent appraisal valued the Property at Six Million One Hundred Thousand dollars (\$6,100,000.00) (the "**Value**"). REIH is willing to grant an option to UOL to purchase the Property. To facilitate the preservation of the Property for the Conservation Purposes, REIH intends to donate ten percent (10%) of the Value to UOL as a charitable donation (the "**Donation**"). The Donation shall take the form of a Six Hundred Ten Thousand Dollar (\$610,000) discount of the Principal Amount of the Note required to be paid by UOL, provided that UOL makes timely payments as may be required by the terms of the Note; and

REIH recognizes that UOL needs additional time to ensure that it can raise the funds needed to acquire fee title to the Property.

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

1. **Option.** REIH hereby grants to UOL the exclusive option (the "**Fee Option**") to acquire fee title to the Property. The Fee Option may be exercised by providing written notice of exercise to REIH on or before December 15, 2012 (the "**Exercise Notice**"). If UOL fails, for any reason, to deliver the Exercise Notice to REIH on or before December 15, 2012, the Fee Option shall expire and neither party shall have any further rights or claims against the other by reason of this transaction.

2. **Escrow Agent; Title Report.** The transactions contemplated by this Agreement shall be escrowed, closed, and settled (collectively, the “**Closing**”) at the offices of U.S. Title Insurance Agency, 1630 Shortline Road, P.O. Box 681128, Park City, UT, 84060, (the “**Escrow Agent**”) (attention Corinne Woodward; telephone 435-615-1148; email cwoodward@ustitleutah.com). Within ten (10) days of the Effective Date, REIH shall provide UOL with a title commitment, issued by the Escrow Agent, for the Property, including copies of all exception documents and the extent of the mineral interests in the Property (the “**Title Commitment**”). UOL shall have fifteen (15) business days after receipt of the Title Commitment in which to notify REIH of any objections to exceptions in the Title Commitment. Any title exceptions not timely objected to by UOL shall be deemed to be permitted exceptions (the “**Permitted Exceptions**”). To the extent REIH fails for any reason to cure any such objection prior to the Closing Date (defined below), UOL shall have a right to not close.

3. **Consideration.** As consideration for the Fee Option, UOL shall pay to REIH One Hundred Dollars (\$100.00) in good and immediately available funds upon execution of this Agreement. REIH acknowledges said amount to be good and adequate consideration for the Fee Option. When paid, said consideration shall be non-refundable, fully earned and shall be retained by REIH.

4. **Purchase Price; Payment Terms.** The purchase price for the Property shall be Six Million One Hundred Thousand Dollars (\$6,100,000.00) (the “**Purchase Price**”). The Purchase Price shall be paid as follows:

(a) At the Closing, UOL shall pay to REIH Two Million Dollars (\$2,000,000) (the “**Down Payment**”); and

(b) At the Closing, UOL shall execute and deliver to REIH an interest-free promissory note for the balance of the Purchase Price in the principal amount of Four Million One Hundred Thousand Dollars (\$4,100,000.00), due and payable on or before December 21, 2014 (the “**Promissory Note**”). As described above, if UOL is able to repay the Purchase Price on or before December 21, 2014, then REIH shall apply the Donation and shall discount the Purchase Price by Six Hundred Ten Thousand Dollars (\$610,000). The Promissory Note shall be secured by a first lien deed of trust, which shall encumber all of the Property (the “**Trust Deed**”). The form of the Promissory Note and Trust Deed are attached hereto as Exhibits “C” and “D”, respectively.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, THE PROMISSORY NOTE OR THE TRUST DEED TO THE CONTRARY, UOL’S OBLIGATIONS UNDER THE PROMISSORY NOTE AND WITH RESPECT TO THE DOWN PAYMENT ARE EXPRESSLY “NON-RECOURSE” AGAINST UOL, AND THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, IN THE EVENT THAT UOL OR ITS SUCCESSORS AND ASSIGNS FAIL TO PAY WHEN DUE THE OUTSTANDING BALANCE UNDER THE PROMISSORY NOTE, REIH’S SOLE REMEDY SHALL BE TO FORECLOSE UPON THE PROPERTY PURSUANT TO THE TERMS OF THE TRUST

DEED AND REGAIN TITLE TO THE PROPERTY. REIH SHALL NOT HAVE THE RIGHT TO COLLECT THE OUTSTANDING BALANCE FROM UOL NOR TO SEEK ANY DEFICIENCY FROM UOL IN THE EVENT THAT THE PROCEEDS FROM A FORECLOSURE SALE OF THE PROPERTY ARE INSUFFICIENT TO SATISFY IN FULL THE OUTSTANDING BALANCE ON THE PROMISSORY NOTE.

5. **Closing; Closing Date.** The Closing shall occur (the "Closing Date") within ten (10) days of delivery by UOL of the Exercise Notice, but in no event later than December 21, 2012. At the Closing, the parties shall do the following through escrow: (a) the UOL shall pay the Down Payment and shall execute and deliver the Promissory Note and Trust Deed, (b) REIH shall execute and deliver a special warranty deed conveying good and marketable title of the Property to the UOL subject only to the Permitted Exceptions, (c) REIH shall pay for and provide a standard A.L.T.A. owner's title insurance policy, insuring good and marketable title in the UOL, subject only to the Permitted Exceptions; (d) the parties shall equally share in the costs of the escrow, and (e) the parties shall take all other steps needed to effectuate the transactions contemplated by this Agreement.

6. **Encumbrances.** REIH will not take any action before the Closing Date that would have a material negative impact on the Property or its conservation values without the prior written approval of UOL.

7. **Notices.** All notices provided for herein to be deemed delivered when sent to the following:

If to REIH:

RE Investment Holdings, L.L.C.  
Attn: Terry D. Hodder  
2511 South West Temple  
Salt Lake City, Utah 84115

With copy to:

Gregory O. Taylor  
Manager, RE Management, L.L.C.  
2511 South West Temple  
Salt Lake City, Utah 84115

If to UOL:

Utah Open Lands  
Attn: Wendy Fisher  
2188 South Highland Drive, Suite 203  
Salt Lake City, Utah 84106

8. **No Recordation of Notice.** No formal notice of this Agreement is required to be filed on the public records of Summit County; however, REIH understands that UOL will need to publically announce the intention to preserve this Property in order to facilitate funding campaigns for the purchase of the Property.

9. **Entire Agreement; Amendment Waiver.** This Agreement constitutes the entire agreement between the parties pertaining to any right or interest in and to the Property or other subject matter contained in it and supersedes all prior agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Only a writing executed by both parties clearly stating its termination may cancel this Agreement.

10. **Severability.** Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

11. **Authority.** Each Party represents and warrants that it has full authority to perform as herein provided, and has received all consents necessary or desirable in connection with the execution of this Agreement.

12. **Execution.** This Agreement may be executed by the execution of one of more counterparts and may be executed by sending an electronic copy of an executed Agreement to the other party hereto.

13. **Dispute Resolution.** The parties agree that any dispute, arising related to this Agreement or either of the options herein contained may first be submitted to mediation. If mediation is mutually agreed upon then, the dispute shall be submitted to mediation through a mediation provider unanimously agreed upon by the parties. Each party agrees to bear its own costs of mediation. If, however, any party is required to take legal action to pursue any rights under this Agreement, then the prevailing party shall be entitled to attorney's fees and costs.

14. **No Brokers.** Both parties represent to each other that they have not engaged a real estate broker or other professional to whom monies might be owed by reason of this transaction. The parties agree to indemnify and hold the other harmless from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar forms of compensation made by any real estate broker or any other person or entity because of the option and future sale contemplated by this Agreement.

15. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. The parties consent to the jurisdiction of the courts of the state of

Utah and further agree that any action arising out of or relating to this Agreement may only be commenced in the courts of the state of Utah. The terms and provisions of the Agreement are for the benefit of UOL and REIH only and no other person shall have any right or cause of action on account thereof.

16. **Prorations.** At Closing, all real estate taxes and assessments, both general and special, shall be prorated as of the Closing Date. Further, the costs of Closing shall be divided as between the parties in the manner typical for this type of transaction.

17. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of REIH and UOL and their respective successors and assigns.

18. **Assignment.** This Agreement may be assigned with the prior written permission of the non-assigning party, which permission will not be unreasonably withheld.

IN WITNESS WHEREOF, this Option Agreement has been duly executed by the parties hereto as of the date written above.

RE INVESTMENT HOLDINGS, L.L.C.

By:  \_\_\_\_\_

Its: Manager, RE Management, L.L.C., Manager

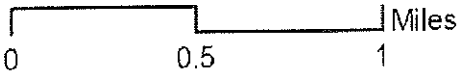
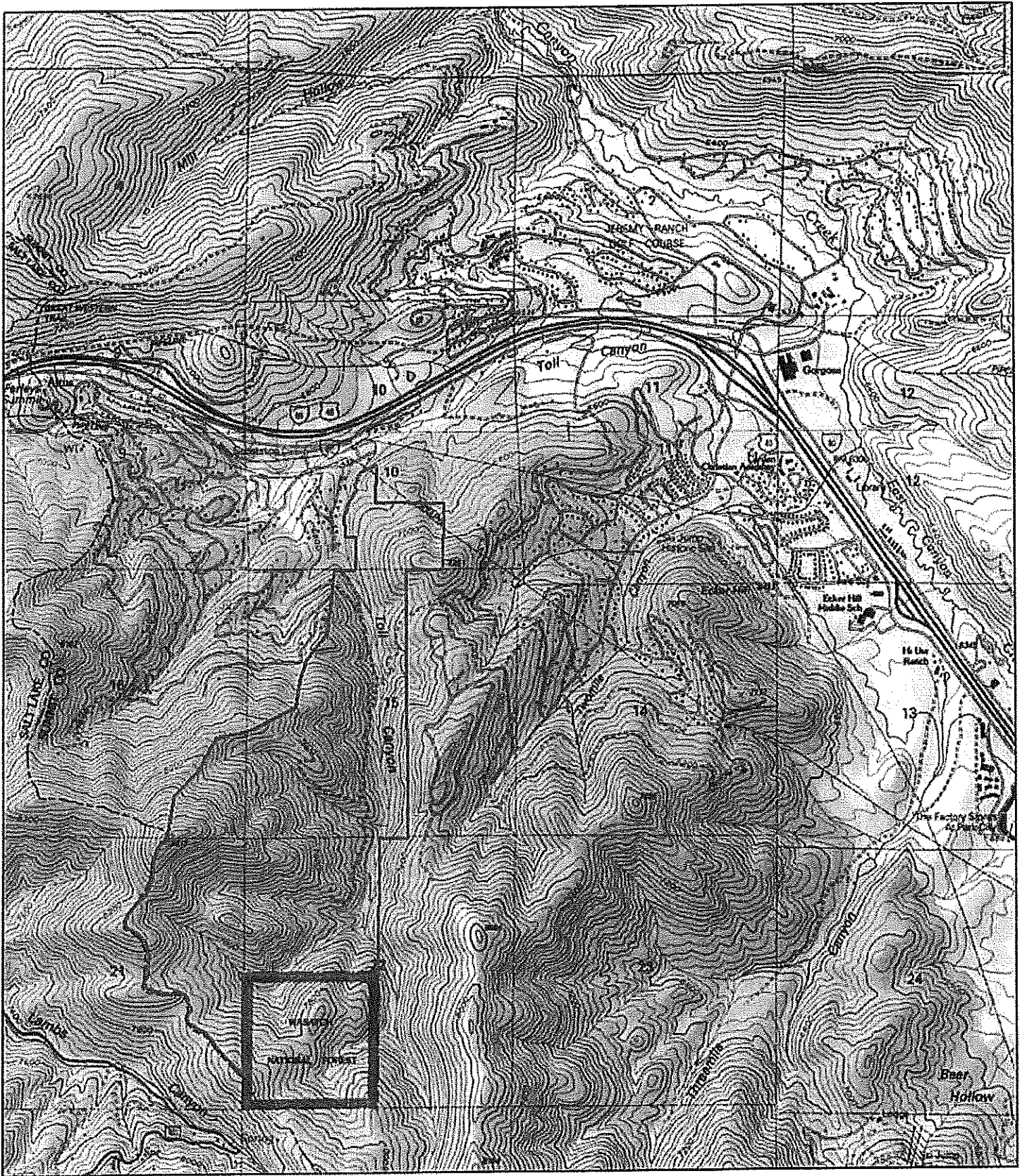
UTAH OPEN LANDS CONSERVATION ASSOCIATION,  
INC.

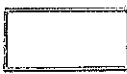
By:  \_\_\_\_\_

Its: Vice-Chairman

**Exhibit "A"**  
**Map of Property**

[see attached]



 Toll Canyon Project Area

Topographic Map: ESRI Basemap -- USA Topo Maps



ET&E OPEN LANDS

**Exhibit "B"**  
**Legal Description**

[see attached]



**PP-58**

THAT PART OF SEC 16 T1S R3E SLBM IN SUMMIT COUNTY. LESS 301.00 AC IN IQC193 BAL **58.76 ACRES** M17-284 PWD-204 XMI-159M9-239-242-245 PQC-193 M31-644 473-430 534-87 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

**PP-57-C**

ALL OF THAT PORTION OF SEC 15 T1S R3E SLBM LYING W OF THE FOLLOWING DESC LINE, SD LINE REPRESENTING THE W LINE OF THE APPROVED PINEBROOK MASTER PLAN. BEG AT A PT WH LIES S89\*56'44" E 605.72 FT ALGTHE N LINE OF SEC 15 FR THE N 1/4 COR OF SEC 15 T1S R3E SLBM & RUN TH S0\*25'05"E 5392.97 FT TO A PT ON THE S LINE OF SEC 15, SD PT ALSO BEING N89\*52'55" E607.72 FT FR THE S 1/4 COR OF SEC 15. (EXCLUDING THAT PORTION DEEDED TO SUMMIT PARK CO WWD-150) CONT **309.87 AC** 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

**PP-35-C-2**

BEG SE COR LOT 49, TIMBERLINE 1, SUBDIN SEC. 10 T1SR3E, SLBM, SD PT BEING S 89\*55'12" E 2690.44 FT & S 00\*01'38" W561.31 FT FR W 1/4 COR SD SEC 10, RUN TH ALG E BNDRY SW 1/4 SD SEC S 00\*01'38" W 1452.13 FT M/L TO SE COR N 1/2 SE1/4 SW1/4 SEC, RUN TH ALG S BNDRY N 1/2 SE1/4 SEC S 89\*53'28" W 684 FT M/L TO SE COR LOT 217 TIMBERLINE 2; TH ALG E BNDRY 352.59 FT; N 33\*20' E 235.70 FT; N 15\* 37'20" W 137.91 FT; N 12\*05'24" E 161.78 FT M/L TO PT ON BNDRY TIMBERLINE 1, RUN TH ALG SD BNDRY N 64;25' E 537.74 FT M/LTO BEG CONT 18.7 ACRES ALSO SW 1/4 SE1/4 SEC 10 T1SR3E SLBM CONT 41.6 ACRES SUBJECT TO R/W EXCEPTING THEREFROM THE FOLLOWING DIVIDED PARCEL LOT TO TH REAR BEG TO THE NE COR OF LOT 206, TIMBERLINE PLAT 2, RUN TH N 64\*25' E 81 FT; TH S'LY TO A PT WH IS S 79\*55' E 18 FT FR THE SE COR OF SD LOT 206; TH N 79\*55' W 18 FT TO SD COR; TH N 12\*05'25" W 161.78 FT TO THE PT OF BEG CONT .19 AC **TOTAL ACRES 60.11** M42-681 M60-112 859-448 1105-685

**PP-35-C-5**

ALL INT IN E **6.0 ACRES** OF SE 1/4 SE 1/4SW 1/4 SEC 10 T1SR3E, SLBM M2-385-386 489-231 1079-367 1105-685

**PP-60**

NW1/4 OF SEC 22 T1SR3E SLBM CONT **167.05 ACRES** M18-123-129 UWD-519 3AMI-243 M9-239-242-245 M17-284 M31-644 473-430534-87 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

**PP-67-B**

THAT PORTION OF SEC 21 T1SR3E SLBM LYING WITHIN SUMMIT COUNTY CONT **179.28 AC** WD-I-385 1318-427

**Exhibit "C"**

**Promissory Note**

**[see attached]**

**Promissory Note (the "Note")**

Maker:  
Utah Open Lands Conservation Association, Inc.  
2188 South Highland Drive, Suite 203  
Salt Lake City, Utah 84106

Principal Amount:  
\$4,100,000.00

FOR VALUE RECEIVED, the undersigned, Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation (the "Maker"), promises to pay to the order of RE Investment Holdings, L.L.C., a Utah limited liability company, ("Seller") at 2511 South West Temple, Salt Lake City, Utah 84115, or at such other location as designated by Seller, in lawful money of the United States of America, the principal amount of **Four Million Four One Hundred Thousand Dollars (\$4,100,000.00)** ( the "Principal Amount"), without interest thereon, or such portion thereof as may be outstanding, on or before **December 21, 2014**, (the "Maturity Date").

Notwithstanding anything above to the contrary, Seller has agreed to discount the amount of the Principal Amount owing by the Maker by Six Hundred Ten Thousand Dollars (\$610,000) if Maker can pay the entire Principal Amount and any other amounts due and payable under the Note or pursuant to the Trust Deed, in full, on or before the Maturity Date.

The financial obligation evidenced by this Note arises from a transaction more fully set forth in an Option Agreement dated November \_\_, 2012 (the "Option Agreement"). This Note is secured by a first position trust deed encumbering approximately 781 acres located in Summit County, Utah (the "Trust Deed").

**NOTWITHSTANDING ANYTHING IN THE OPTION AGREEMENT, THE TRUST DEED, OR THIS NOTE TO THE CONTRARY, THE OBLIGATIONS OF THE MAKER UNDER THIS NOTE AS SECURED BY THIS TRUST DEED ARE "NON-RECOURSE" AGAINST MAKER, AND THE SELLER HEREBY ACKNOWLEDGES AND AGREES THAT, IN THE EVENT OF A DEFAULT BY MAKER UNDER THIS NOTE, THE SELLER'S SOLE**

REMEDY SHALL BE TO FORECLOSE UPON THE PROPERTY PURSUANT TO THE TERMS OF THE TRUST DEED. THE SELLER SHALL NOT HAVE THE RIGHT TO MAKE ANY CLAIMS AGAINST MAKER SEEKING TO COLLECT THE INDEBTEDNESS UNDER THIS NOTE FROM THE MAKER.

Interest hereunder shall accrue at an annual rate of zero percent (0.0%) per annum.

On the Maturity Date, the entire outstanding Principal Amount balance, together with any and all other amounts that may be due and payable under this Note or pursuant to the Trust Deed shall be due and payable in full.

Maker may prepay this Note at any time without penalty.

If a payment on this Note becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Utah, the payment date shall be extended to the next succeeding business day. The Maker waives presentment for payment, protest, notice of protest and of nonpayment of this Note. Maker agrees that failure of Seller or any holder of this Note to exercise its rights hereunder shall not constitute a waiver of the right to exercise the same in the event of a later default.

This Note shall be construed according to the laws of the State of Utah.

DATED this \_\_ day of December, 2012.

“Maker”:

Utah Open Lands Conservation Association, Inc.,  
a Utah non-profit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit "D"**

**Trust Deed**

**[see attached]**

**EXHIBIT "D"**

WHEN RECORDED MAIL TO:

RE Investment Holdings, L.L.C.  
2511 South West Temple  
Salt Lake City, Utah 84115

SPACE FOR RECORDER'S USE

**TRUST DEED**

THIS TRUST DEED is made and given the \_\_\_\_ day of \_\_\_\_\_, 2012, by **Utah Open Lands Conservation Association, Inc.**, a Utah non-profit corporation, whose address is 2188 South Highland Drive, Suite 203, Salt Lake City, Utah, 84106 as "Trustor" to **U.S. Title Insurance Agency, LLC**, 1630 Short Line Road, Park City, UT, 84060; Attention Kathie Johnston, as "Trustee", for the benefit of **RE Investment Holdings, L.L.C.**, a Utah limited liability company, whose address is 2511 South West Temple, Salt Lake City, Utah 84115, as "Beneficiary".

WITNESSETH: That Trustor hereby grants, conveys, transfers, assigns and warrants to Trustee in trust, with power of sale, for the benefit of Beneficiary, the following described property, situated in Summit County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein.

Together with all the estate, right, title and interest that Trustor now has or may hereafter acquire, either in law or in equity, in and to the property described above; to have and to hold the same, together with all buildings, structures and improvements now or hereafter constructed or placed on the property and all alterations, additions or improvements now or hereafter made thereto, and together with all easements, rights of way, prescriptive rights, covenants benefiting the property, tenements, hereditaments, reversions, remainders, issues, profits, privileges, water rights, water company shares of stock (with all certificates therefor to be delivered to Beneficiary), and appurtenances of every kind and nature thereunto belonging, relating or in any way appertaining, or which may be hereafter acquired and used or related to the property, or any part thereof, and together with all proceeds therefrom including without limitation condemnation awards and insurance proceeds (all of the foregoing shall hereinafter be collectively referred to as the "Property").

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a Trust Deed Note, dated of even date herewith, in the stated principal sum of Four Million One Hundred Thousand Dollars (\$4,100,000), made by Trustor, payable to the order of Beneficiary at the times, in the manner as therein set forth, and any increases, extensions, renewals or modifications thereof and any restated or replacement promissory note therefor (the "Note"); (2) the payment and performance of all obligations and liabilities of Trustor under the terms of all documents executed for the benefit of Beneficiary in connection with the Note; (3) the performance of each agreement, covenant and representation of Trustor set forth in this Trust Deed; (4) the payment of any other loans or credit made or extended by Beneficiary to Trustor or its successors or assigns; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Trust Deed.

An "Event of Default" under this Trust Deed shall occur upon (1) any default or event of default occurring under the Note, (2) any default or event of default occurring under any other obligation secured by this Trust Deed, (3) any failure to meet or comply with Trustor's obligations under this Trust Deed, (4) a receiver or a trustee being appointed for Trustor or with respect to Trustor's property, (5) Trustor making an assignment for benefit of creditors, (6) Trustor becoming insolvent, or (7) a petition being filed by or against Trustor pursuant to any provision of the United States Bankruptcy Code, as amended.

TO PROTECT THE LIENS AND SECURITY INTERESTS GRANTED BY THIS TRUST DEED, TRUSTOR HEREBY AGREES:

1. To keep the Property in good condition and repair; not to remove or demolish any building or improvement or landscaping; to complete or restore promptly and in good workmanlike manner any building or improvement or landscaping which may be constructed, damaged or destroyed thereon; to comply with all laws, regulations, covenants and restrictions affecting the Property including without limitation all applicable local, state and federal laws, rules, regulations and ordinances relating to land use and zoning; not to commit or permit waste on the Property; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary to maintain its value. Notwithstanding anything to the contrary in this Section 1, Trustor shall have the right to commence planning (but not construction) trails upon the Property, including but not limited to the placement of survey markers and other devices necessary for trail planning purposes.

2. To pay at least 20 days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all assessments and charges for water and other utilities used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees and expenses incurred by Beneficiary in connection with this Trust Deed.

3. Upon an Event of Default, Beneficiary or Trustee, but without any obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation under this Trust Deed, may (i) take measures as either may deem necessary to protect and preserve

the liens and security interests granted by this Trust Deed, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the Property, this Trust Deed or the rights or powers of Beneficiary or Trustee under this Trust Deed; (iii) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to this Trust Deed; and (iv) in exercising any such powers, expend whatever amounts it may deem necessary therefor, including title work and the employment of attorneys, with Trustor hereby agreeing to reimburse Beneficiary or Trustee for all such expenses with interest thereon at the applicable interest rate set forth in the Note.

4. To accord Beneficiary the right to inspect the Property upon reasonable notice during usual business hours.

IT IS MUTUALLY AGREED THAT:

5. Should the Property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, Beneficiary shall be entitled to receive independently and solely all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured by this Trust Deed in such order as Beneficiary may determine. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary may request.

6. Trustor hereby assigns absolutely to Beneficiary all leases, rents, issues and royalties generated at or arising in connection with any portion of the Property, whether now existing or hereafter arising. Until an Event of Default or until Beneficiary gives notice otherwise (which notice may be given even if no Event of Default exists), Trustor shall be permitted to collect all such leases, rents, issues and royalties payable prior to such Event of Default or, as the case may be, prior to notice from Beneficiary, as they become due and payable (Trustor may not collect any prepayments thereof). If an Event of Default occurs or upon Beneficiary's notice, Trustor's privilege to collect any of such moneys and enjoy the benefits of such Property shall immediately cease, and Beneficiary shall have the right, as stated above, with or without taking possession of the Property, to collect all leases, rents, issues and royalties and enjoy the benefits of the Property. Failure of or discontinuance by Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be or be construed to be, an affirmation by Beneficiary of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien of this Trust Deed to any such tenancy, lease or option.

7. Upon an Event of Default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the ex parte appointment of such receiver without the posting of a bond or undertaking and consenting to



the appointment of Beneficiary or its affiliate as such receiver and without regard to the value of the Property or the adequacy of any security for the indebtedness secured by this Trust Deed), enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect leases, rents, issues and royalties including those past due and unpaid, and apply such collections, less costs and expenses of operation and collection, including attorney's fees, upon the indebtedness secured hereby, and in such order as Beneficiary may determine. This right to the appointment of a receiver is a contractual right that may be specifically enforced by Beneficiary with or without adherence to any rule of civil procedure applicable otherwise to the prejudgment appointment of a receiver.

8. The exercise by Beneficiary of the remedies provided by this Trust Deed, including the entering upon and taking possession of the Property, the appointment of a receiver, the collection of leases, rents, issues, and royalties, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application thereof shall not cure or waive any Event of Default, nor shall it affect or limit the rights of Beneficiary to commence foreclosure proceedings pursuant to the applicable trust deed statute or as otherwise provided by law. The judicial appointment of a receiver shall not affect the rights of Beneficiary to conduct a power of sale foreclosure.

9. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any Event of Default or acceptance of payment of any payment secured hereby after its due date shall not constitute a waiver of any other subsequent Event of Default.

10. Time is of the essence hereof. Upon an Event of Default, all sums secured hereby shall immediately become due and payable in full at the option of Beneficiary. Upon an Event of Default, and without any obligation on Beneficiary to give notice of such acceleration, Beneficiary may execute or cause Trustee to execute and record a "notice of default" pursuant to the applicable trust deed statutes and commence a power of sale foreclosure permitted by those trust deed statutes.

11. At any time after the lapse of such time as may then be required by law following the recordation of a notice of default, and a notice of sale having been given in the manner required or permitted by law, Trustee, without demand on Trustor, may sell the Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may request, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any reason, postpone the sale from time to time to the extent permitted by law until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Except as otherwise directed by applicable law, Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) the costs of any appraisals,

environmental audits, and evidences of title procured in connection with such sale and any expenses associated with the trustee's deed; (3) all sums expended under the terms of this Trust Deed not then repaid, with accrued interest from the day of expenditure at the applicable rate set forth in the Note; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit or interplead the balance of such proceeds with the county clerk or a court of the county in which the sale took place.

12. Trustor agrees to surrender complete possession of the Property to the purchaser at the trustee's sale immediately after such sale in the event such possession has not previously been surrendered by Trustor.

13. NOTWITHSTANDING ANYTHING IN THIS TRUST DEED OR THE NOTE TO THE CONTRARY, TRUSTOR'S OBLIGATIONS UNDER THE NOTE AS SECURED BY THIS TRUST DEED ARE "NON-RECOURSE" AGAINST TRUSTOR AND THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT, IN THE EVENT OF A DEFAULT BY TRUSTOR, EXCEPT FOR A BREACH OF TRUSTOR'S AGREEMENT WITH RESPECT TO HAZARDOUS SUBSTANCES AS PROVIDED FOR IN SECTION 16 HEREOF, THE BENEFICIARY'S SOLE REMEDY SHALL BE TO FORECLOSE UPON THE PROPERTY PURSUANT TO THE TERMS OF THIS TRUST DEED. THE BENEFICIARY SHALL NOT HAVE THE RIGHT TO MAKE ANY CLAIMS AGAINST TRUSTOR, INCLUDING BUT NOT LIMITED TO CLAIMS SEEKING TO COLLECT ANY INDEBTNESS OF TRUSTOR TO BENEFICIARY UNDER THE NOTE.

14. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

15. Trustor hereby agrees not to sell or transfer any right, title or interest in or to the Property or any portion thereof, whether voluntarily or involuntarily, without the prior written consent of Beneficiary, which consent shall not be unreasonably conditioned, delayed, or withheld. In the event of a permitted transfer, Trustor shall remain obligated to Beneficiary under the Note, the other Loan Documents and this Trust Deed, unless Beneficiary expressly releases Trustor in writing. A prohibited transfer under this paragraph shall include a transfer of more than a fifty percent (50%) ownership interest in Trustor.

16. With respect to Trustor's ownership and use of the Property, Trustor agrees to comply with all laws, statutes and regulations now or hereafter effective with respect to the protection of the environment, or to the generation, use, storage, removal, transportation, handling or disposal of toxic materials, hazardous substances, hazardous waste or other similar materials or substances.

17. This Trust Deed shall be construed according to the laws of the State of Utah.

18. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Trust Deed, the liens granted hereby, or the rights of Beneficiary hereunder.

19. Trustor agrees that a copy of any notice default and any notice of sale given in connection with a power of sale foreclosure (or any other notice given in connection with this Trust Deed) may be mailed to Trustor at the Trustor's address set forth above.

SIGNATURE OF TRUSTOR:

Utah Open Lands Conservation Association, Inc.,  
a Utah non-profit corporation

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TRUSTOR'S ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation who being duly sworn, did say that the foregoing instrument was signed in behalf of Utah Open Lands Conservation Association, Inc., by authority of its governing body and said \_\_\_\_\_ acknowledged to me that the Utah Open Lands Conservation Association, Inc., executed the same.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**Legal Description of Property**

[see attached]

**PP-58**

THAT PART OF SEC 16 T1S R3E SLBM IN SUMMIT COUNTY. LESS 301.00 AC IN IQC193 **BAL 58.76 ACRES** M17-284 PWD-204 XMI-159M9-239-242-245 PQC-193 M31-644 473-430 534-87 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

**PP-57-C**

ALL OF THAT PORTION OF SEC 15 T1S R3E SLBM LYING W OF THE FOLLOWING DESC LINE, SD LINE REPRESENTING THE W LINE OF THE APPROVED PINEBROOK MASTER PLAN. BEG AT A PT WH LIES S89°56'44" E 605.72 FT ALGTHE N LINE OF SEC 15 FR THE N 1/4 COR OF SEC 15 T1S R3E SLBM & RUN TH S0°25'05"E 5392.97 FT TO A PT ON THE S LINE OF SEC 15, SD PT ALSO BEING N89°52'55" E607.72 FT FR THE S 1/4 COR OF SEC 15. (EXCLUDING THAT PORTION DEEDED TO SUMMIT PARK CO WWD-150) **CONT 309.87 AC** 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

**PP-35-C-2**

BEG SE COR LOT 49, TIMBERLINE 1, SUBDIN SEC. 10 T1SR3E, SLBM, SD PT BEING S 89°55'12" E 2690.44 FT & S 00°01'38" W561.31 FT FR W 1/4 COR SD SEC 10, RUN TH ALG E BNDRY SW 1/4 SD SEC S 00°01'38" W 1452.13 FT M/L TO SE COR N 1/2 SE1/4 SW1/4 SEC, RUN TH ALG S BNDRY N 1/2 SE1/4 SEC S 89°53'28" W 684 FT M/L TO SE COR LOT 217 TIMBERLINE 2; TH ALG E BNDRY 352.59 FT; N 33°20' E 235.70 FT; N 15° 37'20" W 137.91 FT; N 12°05'24" E 161.78 FT M/L TO PT ON BNDRY TIMBERLINE 1, RUN TH ALG SD BNDRY N 64}25' E 537.74 FT M/LTO BEG CONT 18.7 ACRES ALSO SW 1/4 SE1/4 SEC 10 T1SR3E SLBM CONT 41.6 ACRES SUBJECT TO R/W EXCEPTING THEREFROM THE FOLLOWING DIVIDED PARCEL LOT TO TH REAR BEG TO THE NE COR OF LOT 206, TIMBERLINE PLAT 2, RUN TH N 64°25' E 81 FT; TH S'LY TO A PT WH IS S 79°55' E 18 FT FR THE SE COR OF SD LOT 206; TH N 79°55' W 18 FT TO SD COR; TH N 12°05'25" W 161.78 FT TO THE PT OF BEG CONT .19 AC **TOTAL ACRES 60.11** M42-681 M60-112 859-448 1105-685

**PP-35-C-5**

ALL INT IN E **6.0 ACRES** OF SE 1/4 SE 1/4SW 1/4 SEC 10 T1SR3E, SLBM M2-385-386 489-231 1079-367 1105-685

**PP-60**

NW1/4 OF SEC 22 T1SR3E SLBM **CONT 167.05 ACRES** M18-123-129 UWD-519 3AMI-243 M9-239-242-245 M17-284 M31-644 473-430534-87 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

**PP-67-B**

THAT PORTION OF SEC 21 T1SR3E SLBM LYING WITHIN SUMMIT COUNTY **CONT 179.28 AC** WD-I-385 1318-427

## ADDENDUM TO OPTION AGREEMENT

### (REIH & UOL)

This Addendum to Option Agreement (the "Addendum") is made effective the 5<sup>th</sup> day of December, 2012 (the "Effective Date"), by and between RE Investment Holdings, L.L.C., a Utah limited liability company ("REIH") and Utah Open Lands Conservation Association, Inc., a Utah not-for-profit corporation ("UOL") (each is a "Party" and collectively they are referred to as the "Parties").

### RECITALS

UOL has entered into an Option Agreement dated November 16, 2012, (the "Option Agreement"), with REIH. Pursuant to the Option Agreement, UOL has the right to purchase from REIH approximately 781 acres of real property located in Summit County, Utah, commonly referred to as the Toll Canyon Property (the "Property"). The right to purchase the Property must be exercised no later than December 15, 2012 ("Option Date"), with a closing no later than December 21, 2012. Due to circumstances involving the execution of an agreement between UOL and the Snyderville Basin Special Recreation District ("District"), the down payment to be utilized by UOL has been delayed, necessitating an extension of the Option Date above referenced.

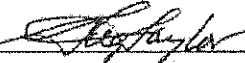
### TERMS

**NOW THEREFORE**, in consideration of the covenants set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REIH and UOL agree as follows:

1. Option. The written notice to exercise the Fee Option, as provided for in section 1 of the Option Agreement, is amended to December 21, 2012.
2. Closing; Closing Date. The Closing date, as provided for in section 5 of the Option Agreement, is amended to December 28, 2012.
3. No Changes to Other Terms. This Addendum shall not alter or modify any other terms or conditions to the Option Agreement other than those recited herein.

The Parties have executed this Agreement on the respective dates set forth below, to be effective as of the date first set forth above.

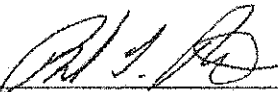
RE INVESTMENT HOLDINGS, LLC

By: 

Its: Manager, RE Management, L.L.C., Manager

Dated: 12/5/12

THE UTAH OPEN LANDS  
CONSERVATION ASSOCIATION, INC.

By: 

Its: Chairman, Board of Directors

Dated: 12/5/12

EXHIBIT "B"

To

Option Agreement (SBSRD & UOL)

TITLE COMMITMENT TO THE PROPERTY

[see attached]



**SCHEDULE A**

Effective Date: November 16, 2012 @ 8:00 a.m.

1.	Policy or Policies to be issued:	Amount	Premium
(a)	ALTA 2006 Owner's Policy: Proposed Insured:	\$	\$11,552.00

**Utah Open Lands Conservation Association, Inc.**

(b)	ALTA 2006 Loan Policy Proposed Insured:	\$	\$0.00
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Endorsements: \$0.00

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

**RE Investment Holdings, L.L.C., a Utah limited Liability Company successor by merger to JLS Group, LLC**

3. The land referred to in this Commitment is described as follows:

See Attached Exhibit "A"

Said property is located in County, State of Utah also known as:

NO SITUS ADDRESS ASSIGNED

, .

**EXHIBIT "A"**

PARCEL 1:

All Section 16 Township 1 South, Range 3 East, Salt Lake Base and Meridian.

Less and excepting therefrom the following any portion within the bounds of Salt Lake County and that portion deeded to Summit Park Company, a Utah corporation and described in that certain Warranty Deed recorded July 5, 1960 as Entry No. 91905 in Book W of Warranty Deeds at page 150 of Official Records.

Tax ID No. PP-58

PARCEL 2:

All of that portion of Section 15 Township 1 South, Range 3 East, Salt Lake Base and Meridian lying West of the following described line, said line representing the West line of the approved Pinebrook Master Plan:

Beginning at a point South 89°56'44" East 605.72 along the North line of Section 15 from the North Quarter Corner of Section 15 Township 1 South, Range 3 East, Salt Lake Base and Meridian and running thence South 0°25'05" East 5293.97 feet to a point on the South line of Section 15, said point also being North 89°52'55" East 607.72 feet from the South Quarter Corner of said Section 15.

Less and excepting therefrom the following that portion deeded to Summit Park Company, a Utah corporation and described in that certain Warranty Deed recorded July 5, 1960 as Entry No. 91905 in Book W of Warranty Deeds at page 150 of Official Records.

Tax ID No. PP-57-C

Parcels 1 and 2 are together with with and subject to all rights, title and interest in the certain "Amendment to Real Estate Sales Agreement" dated 20, October, 1989, as disclosed by a "Notice " dated 9 June, 1993 and recorded 10 June 1993 as Entry No. 380891 in Book 730 at pages 795 of Official Records.

Parcels 1 and 2 are also together with a 20 foot wide private access road easement, as granted in those certain Grants of Easement recorded December 21, 1993 as Entry No. 394090 in Book 774 at page 535 of Official Records and re-recorded January 31, 1994 as Entry No. 396919 in Book 783 at page 389 of Official Records and recorded December 29, 1993 as Entry No. 394847 in Book 777 at page 201 of Official Records.

Parcels 1 and 2 are also together with and subject to the rights, easements and obligations created by the Easement Agreement recorded June 27, 1990 as Entry No. 326148 in Book 569 at page 113 of Official Records; and the Grant of Easement recorded May 19, 1994 as Entry No. 404864 in Book 807 at page 243 of Official Records.

Tax ID No. PP-57-C

PARCEL 3:

The Southwest Quarter of the Southeast Quarter of Section 10, Township 1 South Range 3 East, Salt Lake Base and Meridian. And also: Beginning at the Southeast corner of Lot 49 of Timberline 1, a recorded subdivision, a part of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also described as being South 89°55'12" East 2690.44 feet and South 00°01'38" West 561.31 feet from the West Quarter Corner of said Section 10; and running thence along the East boundary of the Southwest Quarter of said Section 10, South 00°01'38" West 1452.13 feet, more or less, to the Southeast corner of the North half of the Southeast Quarter of the Southwest Quarter of said Section 10; and running thence along the boundary of the North Half of the Southeast Quarter of the Southwest Quarter of said Section 10, South 89°53'28" West 684.00 feet, more or less, to the Southeast corner of Lot 217, of Timberline 2, a recorded subdivision, and running thence along the East boundary of said Timberline 2, North 07°06'45" West 402.66 feet; thence North 20°29'05" East 352.59 feet; thence North 33°20' East 235.70 feet; thence North 15°37'20" West 137.91 feet; thence North 12°05'24" East 161.78 feet, more or less, to a point of the boundary of said Timberline 1; and running thence along the boundary of said Timberline 1, North 64°25' East 537.74 feet, more or less, to the point of beginning.

Less and Excepting therefrom any portion thereof within the bounds of the following:

Beginning at the Northeast corner of Lot 206, Timberline Plat 2, a recorded plat, and running thence North 64°25' East 81 feet; thence Southerly to a point which is South 79°55' East 18 feet from the Southeast corner of Lot 206; thence North 79°55' West 18 feet to said Southeast corner; thence North 2°05'25" West along said lot line, 161.78 feet to the point of beginning.

Tax ID No. PP-35-C-2

PARCEL 4:

The East six (6) acres of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 1 South, Range 3 East, Salt Lake City Base and Meridian.

Tax ID NO. PP-35-C-5

PARCEL 5:

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

Tax ID No. PP-60

PARCEL 6:

That portion of Section 21, Township 1 South, Range 3 East, Salt Lake City Base and Meridian, lying within Summit County, State of Utah.

Tax ID No. PP-67-B

SCHEDULE B - SECTION 1  
Requirements

The following are the requirements to be complied with:

1. Pay the Agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
6. Pay any amounts due under Exception No. 9 through 13.
7. Copies of the Articles of Organization and the Operating Agreement for RE Investment Holdings, L.L.C. must be provided to the company as soon as possible before closing.
8. Information and indemnification, as necessary, regarding mechanic's and/or materialmen's liens, parties in possession, and any and all other matters which are known to the seller and/or buyer, but not known by the Title Company. The Company will require the seller to sign an Affidavit regarding such matters.
9. This commitment and any requested endorsements must be submitted to our Underwriter for approval. U.S. Title Company may amend this commitment or add additional requirements at the underwriter's request to gain that approval. Failure to fulfill any additional requirements may result in a denial of coverage.
10. In order to prevent any delays in your closing, please send the above requested documentation and/or information, as soon as possible to: Kathie Johnston at 1630 Shortline Road, 3rd Floor, Park City, UT 84060.

Upon receipt and review of the requested documentation/information, the Company may add further exceptions and/or requirements to this commitment. Failure to fulfill the requirements shown herein may impair the Company's ability to insure this transaction and may result in a denial of coverage.

(Continued)

Order Number: SU52480CW

**SCHEDULE B - Section 1  
Requirements (Continued)**

11. In the event the transaction for which this commitment is furnished cancels, the Company reserves the right to charge a cancellation fee.

SCHEDULE B - Section 2  
Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

Part I:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the public records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claim; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Taxes for the year 2012 have been paid, amounts available upon request.
9. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
10. The property described herein is located within the boundaries of Snyderville Basin Water Reclamation District, and is subject to any and all charges and assessments thereof.
11. The property described herein is located within the bounds of Park City Fire Protection Special Service District and is subject to the charges and assessments thereof
12. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.

(Continued)

SCHEDULE B - Section 2  
Exceptions

13. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.

14. Reservations contained in that certain Patent, issued by the United States of America, and recorded February 9, 1903 as Entry No. 11613 in Book H of Warranty Deeds at Page 72 of Official Records:

"Yet excluding from the transfers by these presents, all mineral lands should any be found to exist in the tract described in the foregoing, but the exclusion and exception, according to the terms of the Statute, shall not be construed to include coal and iron."

15. Mineral and other reservations in that certain Warranty Deeds, issued by Union Pacific Railroad Company and recorded November 12, 1908 as Entry No. 18413 in Book I of Warranty Deeds at Page 385 of Official Records.

The Company makes no assurances as to the current ownership and/or status of any mineral rights reserved therein.

16. Reservations contained in that certain Warranty Deed executed by the Union Pacific Railroad Company, and recorded November 17, 1910 as Entry No. 20457 in Book J of Warranty Deeds at Page 256, of Official Records, said reservations being set forth as follows:

"Excepting and reserving to the Union Pacific Railroad Company, its successors and/or assigns:

First: All coal and other minerals within or underlying said lands

Second: The exclusive right to prospect in and upon said land for coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all coal and other minerals which may be found by anyone.

Third: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such coal and other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operations of such prospect places, mines and for roads and approaches thereto or for removal therefrom of coal, mineral, machinery or other material.

Fourth: The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any changes in the form of construction of method of operation of said railroad."

The Company makes no assurances as to the current ownership and/or status of any mineral rights reserved therein.

(Continued)

SCHEDULE B - Section 2  
Exceptions

17. Excepting therefrom all coal and other minerals, as provided under Sections 65-1-15, 65-1-16 and 65-1-17, Utah Code Annotated 1953, and as amended, together with the right of ingress and egress for the purpose of exploring and/or removing the same, as disclosed by that certain Patent, issued by that State of Utah and recorded December 2, 1930 as Entry No. 45584 in Book P of Warranty Deeds at Page 204 of Official Records.
18. Excepting therefrom all coal and other minerals, as provided under Sections 65-1-15, 65-1-16 and 65-1-17, Utah Code Annotated 1953, and as amended, together with the right of ingress and egress for the purpose of exploring and/or removing the same, as disclosed by that certain Patent, issued by that State of Utah and recorded October 31, 1947 as Entry No. 76777 in Book T of Warranty Deeds at Page 150 of Official Records.
19. An Easement, the exact location of which is not described, to construct, operate and maintain such communication systems as may be required, and incidental purposes, as granted to American Telephone and Telegraph Company, in the document recorded April 20, 1948 as Entry No. 77348 in Book Z of Miscellaneous Records at Page 206 of Official Records.
20. An Easement, which affects said land, to lay, maintain and operate pipe lines and other appurtenances thereof for the transportation of oil, petroleum, gas, gasoline, water or other substances, and to erect, maintain and operate telegraph, telephone or power lines and appurtenances thereof, and incidental purposes, as granted to Salt Lake Pipe Line Company, in the document recorded May 27, 1948 as Entry No. 77495 in Book Z of Miscellaneous Records at page 243 of Official Records.

An Affidavit describing the located of the finished easement was recorded November 23, 1948 as Entry No. 78183 in Book Z of Miscellaneous Records at page 375.

(Continued)



SCHEDULE B - Section 2  
Exceptions

21. Reservations contained in that certain Warranty Deed executed by the Union Pacific Railroad Company, and recorded November 30, 1954 as Entry No. 84728 in Book U of Warranty Deeds at Page 519, of Official Records, said reservations being set forth as follows:

"Excepting and reserving to the Union Pacific Railroad Company, its successors and/or assigns:

First: All coal and other minerals within or underlying said lands

Second: The exclusive right to prospect in and upon said land for coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all coal and other minerals which may be found by anyone.

Third: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such coal and other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operations of such prospect places, mines and for roads and approaches thereto or for removal therefrom of coal, mineral, machinery or other material.

Fourth: The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any changes in the form of construction of method of operation of said railroad."

22. A Right of Way and Easement Grant, which affects said land, to lay, maintain and operate pipe lines, valves, valve boxes and other gas transmission and distribution facilities, and incidental purposes, as granted to Mountain Fuel Supply Company, in the document recorded June 29, 1988 as Entry No. 283235 in Book 461 at Page 707 of Official Records.

23. The terms and conditions, including lien rights, of that certain Contract for Sale and Use of Untreated Water, by and between Weber Basin Water Conservancy District and Gorgoza Pine Ranch, Inc., ; and recorded December 26, 1975 as Entry No. 129931 in Book M-75 at Page 398 of Official Records.

The interest of Gorgoza Pines Ranch, in and to said Contract has since been assigned to JLS Properties, L.L.C.

24. The easements, terms and conditions of that certain Easement Agreement by and between James L. Sorensen and Summit County, through its Summit Park Water Special Improvement District; and recorded June 27, 1990 as Entry No. 326148 in Book 569 at page 113 of Official Records. See said document for full particulars.

25. The terms and conditions of that certain unrecorded Amendment to Real Estate Sales Agreement, by and between James L. Sorenson and Pinerbrook Development Corporation; and disclosed by that certain Notice recorded June 10, 1993 as Entry No. 380894 in Book 730 at Page 795 of Official Records.

(Continued)

SCHEDULE B - Section 2  
Exceptions

26. The easements, terms and conditions of that certain Grant of Easement by and between Pine Ridge Limited Liability Company and James L. Sorenson; and recorded December 21, 1993 as Entry No. 394094 in Book 774 at page 535 of Official Records and re-recorded January 31, 1994 as Entry No. 396919 in Book 783 at page 389 of Official Records. See said document for full particulars.
27. The easements, terms and conditions of that certain Grant of Easement by and between Pine Ridge Limited Liability Company and James L. Sorenson; and recorded December 29, 1993 as Entry No. 394847 in Book 777 at page 201 of Official Records. See said document for full particulars.
28. A Grant of Easement, which affects said land, to construct, operate and maintain water lines, including all necessary fixtures, and incidental purposes, as granted to Gorgoza Mutual Water Company, in the document recorded December 29, 1993 as Entry No. 394845 in Book 777 at Page 199 of Official Records.
29. The easements, terms and conditions of that certain Grant of Easement for Well 6, Access Easement, Well Site and Protection Zone and Agreement by and between James L. Sorenson and Summit County, through its Summit Park Water Special Improvement District; and recorded May 19, 1994 as Entry No. 404864 in Book 807 at page 243 of Official Records. See said document for full particulars.
30. The easements, notes and recitals contained in that certain Special Warranty Deed, wherein Salt Lake City Corporation appears and Grantor; and recorded May 9, 2000 as Entry No. 565057 in Book 1318 at page 427 of Official Records.

\* \* \*

NOTE: The names of Utah Open Lands Conservation Association, Inc. and Re Investments Holdings, L.L.C. have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to title under Schedule B, Section 2 herein.

\* \* \*

For inquiries about your closing or other Escrow matters please contact Escrow Officer: Corinne S. Woodward at 435-615-1148. E-Mail: cwoodward@ustitleutah.com

For inquiries about this title commitment or other Title Matters please contact Title Officer: Kathie Johnston at 435-615-1148. E-Mail: mkjohnston@ustitleutah.com.

\* \* \*

(Continued)

SCHEDULE B - Section 2  
Exceptions

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company, at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of this Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring liability and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance of \$2,000,000.00 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www/alta.org/>.

**The First American Corporation  
US Title of Utah**

**Privacy Policy**

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with the Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT "C"

To

Option Agreement (SBSRD & UOL)

DISTRICT TRUST DEED

[see attached]

DRAFT

WHEN RECORDED MAIL TO:

Snyderville Basin Special Recreation District  
Attn: District Director  
5715 Trailside Drive  
Park City, UT 84098

SPACE FOR RECORDER'S USE

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**TRUST DEED**

THIS TRUST DEED is made and given the \_\_\_\_ day of \_\_\_\_\_, 2012, by **Utah Open Lands Conservation Association, Inc.**, a Utah non-profit corporation, whose address is 2188 South Highland Drive, Suite 203, Salt Lake City, Utah, 84106 as "Trustor" to **U.S. Title Insurance Agency, LLC**, 1630 Short Line Road, Park City, UT, 84060; Attention Kathie Johnston, as "Trustee", for the benefit of the **Snyderville Basin Special Recreation District**, a local district of the State of Utah, whose address is 5715 Trailside Drive, Park City, Utah 84098, as "Beneficiary".

THIS TRUST DEED is intended to and shall be junior and subordinate to that certain Trust Deed of even date entered into by and between Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation as "Trustor" and RE Investment Holdings, L.L.C., a Utah limited liability company as "Beneficiary", which also encumbers the property described hereafter on Exhibit "A".

WITNESSETH: That Trustor hereby grants, conveys, transfers, assigns and warrants to Trustee in trust, with power of sale, for the benefit of Beneficiary, the following described property, situated in Summit County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein.

Together with all the estate, right, title and interest that Trustor now has or may hereafter acquire, either in law or in equity, in and to the property described above; to have and to hold the same, together with all buildings, structures and improvements now or hereafter constructed or placed on the property and all alterations, additions or improvements now or hereafter made thereto, and together with all easements, rights of way, prescriptive rights, covenants benefiting the property,

tenements, hereditaments, reversions, remainders, issues, profits, privileges, water rights, water company shares of stock (with all certificates therefor to be delivered to Beneficiary), and appurtenances of every kind and nature thereunto belonging, relating or in any way appertaining, or which may be hereafter acquired and used or related to the property, or any part thereof, and together with all proceeds therefrom including without limitation condemnation awards and insurance proceeds (all of the foregoing shall hereinafter be collectively referred to as the "Property").

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a Trust Deed Note, dated of even date herewith, in the stated principal sum of Five Million Four Hundred Ninety Thousand Dollars (\$5,490,000), made by Trustor, payable to the order of Beneficiary at the times, in the manner as therein set forth, and any increases, extensions, renewals or modifications thereof and any restated or replacement promissory note therefor (the "Note"); (2) the payment and performance of all obligations and liabilities of Trustor under the terms of all documents executed for the benefit of Beneficiary in connection with the Note; (3) the performance of each agreement, covenant and representation of Trustor set forth in this Trust Deed; (4) the payment of any other loans or credit made or extended by Beneficiary to Trustor or its successors or assigns; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Trust Deed.

An "Event of Default" under this Trust Deed shall occur upon (1) any default or event of default occurring under the Note, (2) any default or event of default occurring under any other obligation secured by this Trust Deed, (3) any failure to meet or comply with Trustor's obligations under this Trust Deed, (4) a receiver or a trustee being appointed for Trustor or with respect to Trustor's property, (5) Trustor making an assignment for benefit of creditors, (6) Trustor becoming insolvent, or (7) a petition being filed by or against Trustor pursuant to any provision of the United States Bankruptcy Code, as amended.

TO PROTECT THE LIENS AND SECURITY INTERESTS GRANTED BY THIS TRUST DEED, TRUSTOR HEREBY AGREES:

1. To keep the Property in good condition and repair; not to remove or demolish any building or improvement or landscaping; to complete or restore promptly and in good workmanlike manner any building or improvement or landscaping which may be constructed, damaged or destroyed thereon; to comply with all laws, regulations, covenants and restrictions affecting the Property including without limitation all applicable local, state and federal laws, rules, regulations and ordinances relating to land use and zoning; not to commit or permit waste on the Property; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary to maintain its value.

2. To pay at least 20 days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all assessments and charges for water and other utilities used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be



prior or superior hereto; to pay all costs, fees and expenses incurred by Beneficiary in connection with this Trust Deed.

3. Upon an Event of Default, Beneficiary or Trustee, but without any obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation under this Trust Deed, may (i) take measures as either may deem necessary to protect and preserve the liens and security interests granted by this Trust Deed, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the Property, this Trust Deed or the rights or powers of Beneficiary or Trustee under this Trust Deed; (iii) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to this Trust Deed; and (iv) in exercising any such powers, expend whatever amounts it may deem necessary therefor, including title work and the employment of attorneys, with Trustor hereby agreeing to reimburse Beneficiary or Trustee for all such expenses with interest thereon at the applicable interest rate set forth in the Note.

4. To accord Beneficiary the right to inspect the Property upon reasonable notice during usual business hours.

IT IS MUTUALLY AGREED THAT:

5. Should the Property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, Beneficiary shall be entitled to receive independently and solely all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured by this Trust Deed in such order as Beneficiary may determine. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary may request.

6. Trustor hereby assigns absolutely to Beneficiary all leases, rents, issues and royalties generated at or arising in connection with any portion of the Property, whether now existing or hereafter arising. Until an Event of Default or until Beneficiary gives notice otherwise (which notice may be given even if no Event of Default exists), Trustor shall be permitted to collect all such leases, rents, issues and royalties payable prior to such Event of Default or, as the case may be, prior to notice from Beneficiary, as they become due and payable (Trustor may not collect any prepayments thereof). If an Event of Default occurs or upon Beneficiary's notice, Trustor's privilege to collect any of such moneys and enjoy the benefits of such Property shall immediately cease, and Beneficiary shall have the right, as stated above, with or without taking possession of the Property, to collect all leases, rents, issues and royalties and enjoy the benefits of the Property. Failure of or discontinuance by Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be or be construed to be, an affirmation by Beneficiary of

any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien of this Trust Deed to any such tenancy, lease or option.

7. Upon an Event of Default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the ex parte appointment of such receiver without the posting of a bond or undertaking and consenting to the appointment of Beneficiary or its affiliate as such receiver and without regard to the value of the Property or the adequacy of any security for the indebtedness secured by this Trust Deed), enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect leases, rents, issues and royalties including those past due and unpaid, and apply such collections, less costs and expenses of operation and collection, including attorney's fees, upon the indebtedness secured hereby, and in such order as Beneficiary may determine. This right to the appointment of a receiver is a contractual right that may be specifically enforced by Beneficiary with or without adherence to any rule of civil procedure applicable otherwise to the prejudgment appointment of a receiver.

8. The exercise by Beneficiary of the remedies provided by this Trust Deed, including the entering upon and taking possession of the Property, the appointment of a receiver, the collection of leases, rents, issues, and royalties, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application thereof shall not cure or waive any Event of Default, nor shall it affect or limit the rights of Beneficiary to commence foreclosure proceedings pursuant to the applicable trust deed statute or as otherwise provided by law. The judicial appointment of a receiver shall not affect the rights of Beneficiary to conduct a power of sale foreclosure.

9. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any Event of Default or acceptance of payment of any payment secured hereby after its due date shall not constitute a waiver of any other subsequent Event of Default.

10. Time is of the essence hereof. Upon an Event of Default, all sums secured hereby shall immediately become due and payable in full at the option of Beneficiary. Upon an Event of Default, and without any obligation on Beneficiary to give notice of such acceleration, Beneficiary may execute or cause Trustee to execute and record a "notice of default" pursuant to the applicable trust deed statutes and commence a power of sale foreclosure permitted by those trust deed statutes.

11. At any time after the lapse of such time as may then be required by law following the recordation of a notice of default, and a notice of sale having been given in the manner required or permitted by law, Trustee, without demand on Trustor, may sell the Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may request, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any reason, postpone the sale from time to time to the extent permitted by law until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall

execute and deliver to the purchaser its trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Except as otherwise directed by applicable law, Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) the costs of any appraisals, environmental audits, and evidences of title procured in connection with such sale and any expenses associated with the trustee's deed; (3) all sums expended under the terms of this Trust Deed not then repaid, with accrued interest from the day of expenditure at the applicable rate set forth in the Note; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit or interplead the balance of such proceeds with the county clerk or a court of the county in which the sale took place.

12. Trustor agrees to surrender complete possession of the Property to the purchaser at the trustee's sale immediately after such sale in the event such possession has not previously been surrendered by Trustor.

13. NOTWITHSTANDING ANYTHING IN THIS TRUST DEED TO THE CONTRARY, TRUSTOR'S OBLIGATIONS UNDER THE NOTE AS SECURED BY THIS TRUST DEED ARE "NON-RECOURSE" AGAINST TRUSTOR AND THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF A DEFAULT BY TRUSTOR, EXCEPT FOR A BREACH OF TRUSTOR'S AGREEMENT WITH RESPECT TO HAZARDOUS SUBSTANCES AS PROVIDED FOR IN SECTION 16 HEREOF, THE BENEFICIARY'S SOLE REMEDY SHALL BE TO FORECLOSE UPON THE PROPERTY PURSUANT TO THE TERMS THIS TRUST DEED.

14. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

15. Trustor hereby agrees not to sell or transfer any right, title or interest in or to the Property or any portion thereof, whether voluntarily or involuntarily, without the prior written consent of Beneficiary, which consent shall not be unreasonably conditioned, delayed, or withheld. In the event of a permitted transfer, Trustor shall remain obligated to Beneficiary under the Note, the other Loan Documents and this Trust Deed, unless Beneficiary expressly releases Trustor in writing. A prohibited transfer under this paragraph shall include a transfer of more than a fifty percent (50%) ownership interest in Trustor.

16. With respect to Trustor's ownership and use of the Property, Trustor agrees to comply with all laws, statutes and regulations now or hereafter effective with respect to the protection of the environment, or to the generation, use, storage, removal, transportation, handling or disposal of toxic materials, hazardous substances, hazardous waste or other similar materials or substances.

17. This Trust Deed shall be construed according to the laws of the State of Utah.

18. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Trust Deed, the liens granted hereby, or the rights of Beneficiary hereunder.

19. Trustor agrees that a copy of any notice default and any notice of sale given in connection with a power of sale foreclosure (or any other notice given in connection with this Trust Deed) may be mailed to Trustor at the Trustor's address set forth above.

**SIGNATURE OF TRUSTOR:**

Utah Open Lands Conservation Association, Inc.,  
a Utah non-profit corporation

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TRUSTOR'S ACKNOWLEDGMENT**

**STATE OF UTAH** )  
 )  
 ) **:ss.**  
**COUNTY OF** \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation who being duly sworn, did say that the foregoing instrument was signed in behalf of Utah Open Lands Conservation Association, Inc., by authority of its governing body and said \_\_\_\_\_ acknowledged to me that the Utah Open Lands Conservation Association, Inc., executed the same.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**Legal Description of Property**

[see attached]

DRAFT

EXHIBIT "D"

To

Option Agreement (SBSRD & UOL)

QUITCLAIM DEED AS PART OF ADDITIONAL SECURITY

[see attached]

DRAFT

**WHEN RECORDED, RETURN TO:**  
 Snyderville Basin Special Recreation District  
 ATTN: District Director  
 5715 Trailside Drive  
 Park City, Utah 84098

## QUITCLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, **UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.**, A Utah non-profit corporation, whose address is 2188 South Highland Drive, Suite 203, Salt Lake City, Utah 84106 ("Grantor"), hereby quitclaims to **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a local district of the State of Utah, whose address is 5715 Trailside Drive, Park City, Utah 84098 ("Grantee"), that certain tract of land located in Summit County, State of Utah, as described in **Exhibit A** attached hereto (the "Subject Property").

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Quit-Claim Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Quit-Claim Deed for the purposes stated in it.

DATED as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

Utah Open Lands Conservation Association, Inc., a Utah Non-Profit Corporation

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

STATE OF UTAH                                )  
   ): ss  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Utah Open Lands Conservation Association, Inc., a Utah Non-Profit Corporation.

\_\_\_\_\_  
 NOTARY PUBLIC  
 Residing at: \_\_\_\_\_

My Commission Expires:

## EXHIBIT A

### Legal Description of Subject Property

#### PP-58

THAT PART OF SEC 16 T1S R3E SLBM IN SUMMIT COUNTY. LESS 301.00 AC IN IQC193 **BAL 58.76 ACRES** M17-284 PWD-204 XMI-159M9-239-242-245 PQC-193 M31-644 473-430 534-87 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

#### PP-57-C

ALL OF THAT PORTION OF SEC 15 T1SR3ESLBM LYING W OF THE FOLLOWING DESC LINE, SD LINE REPRESENTING THE W LINE OF THE APPROVED PINEBROOK MASTER PLAN. BEG AT A PT WH LIES S89°56'44" E 605.72 FT ALG THE N LINE OF SEC 15 FR THE N 1/4 COR OF SEC 15 T1SR3E SLBM & RUN TH S0°25'05" E 5392.97 FT TO A PT ON THE S LINE OF SEC 15, SD PT ALSO BEING N89°52'55" E 607.72 FT FR THE S 1/4 COR OF SEC 15. (EXCLUDING THAT PORTION DEEDED TO SUMMIT PARK CO WWD-150) **CONT 309.87 AC** 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685

#### PP-35-C-2

BEG SE COR LOT 49, TIMBERLINE 1, SUBD IN SEC. 10 T1SR3E, SLBM, SD PT BEING S 89°55'12" E 2690.44 FT & S 00°01'38" W 561.31 FT FR W 1/4 COR SD SEC 10, RUN TH ALG E BNDRY SW 1/4 SD SEC S 00°01'38" W 1452.13 FT M/L TO SE COR N 1/2 SE 1/4 SW 1/4 SEC, RUN TH ALG S BNDRY N 1/2 SE 1/4 SEC S 89°53'28" W 684 FT M/L TO SE COR LOT 217 TIMBERLINE 2; TH ALG E BNDRY 352.59 FT; N 33°20' E 235.70 FT; N 15° 37'20" W 137.91 FT; N 12°05'24" E 161.78 FT M/L TO PT ON BNDRY TIMBERLINE 1, RUN TH ALG SD BNDRY N 64°25' E 537.74 FT M/L TO BEG CONT 18.7 ACRES ALSO SW 1/4 SE 1/4 SEC 10 T1SR3E SLBM CONT 41.6 ACRES SUBJECT TO R/W EXCEPTING THEREFROM THE FOLLOWING DIVIDED PARCEL LOT TO TH REAR BEG TO THE NE COR OF LOT 206, TIMBERLINE PLAT 2, RUN TH N 64°25' E 81 FT; TH S'LY TO A PT WH IS S 79°55' E 18 FT FR THE SE COR OF SD LOT 206; TH N 79°55' W 18 FT TO SD COR; TH N 12°05'25" W 161.78 FT TO THE PT OF BEG CONT .19 AC **TOTAL ACRES 60.11** M42-681 M60-112 859-448 1105-685

#### PP-35-C-5

ALL INT IN E **6.0 ACRES** OF SE 1/4 SE 1/4 SW 1/4 SEC 10 T1SR3E, SLBM M2-385-386 489-231 1079-367 1105-685

#### PP-60

NW 1/4 OF SEC 22 T1SR3E SLBM **CONT 167.05 ACRES** M18-123-129 UWD-519 3AMI-243 M9-239-242-245 M17-284 M31-644 473-430 534-87 540-773 (SEE SURVEY FILE S-380 FOR ACREAGE) 859-448 1105-685



**PP-67-B**

**THAT PORTION OF SEC 21 T1SR3E SLBM LYING WITHIN SUMMIT COUNTY CONT  
179.28 AC WD-I-385 1318-427**

DRAFT

EXHIBIT "E"

To

Option Agreement (SBSRD & UOL)

ESCROW INSTRUCTION LETTER RE: ADDITIONAL SECURITY

[see attached]

DRAFT

**DAVID R. BRICKEY**  
**COUNTY ATTORNEY**

Criminal Division

JOY E. NATALE  
Prosecuting Attorney

RYAN P.C. STACK  
Prosecuting Attorney

MATTHEW D. BATES  
Prosecuting Attorney

Summit County Courthouse, 60 N. Main #227, P.O. Box 128  
Coalville, Utah 84017

Telephone (435) 336-3206 Facsimile (435) 336-3287  
Email: (first initial)(last name)@summitcounty.org

Civil Division

DAVID L. THOMAS  
Chief Deputy

JAMI R. BRACKIN  
Deputy County Attorney

HELEN E. STRACHAN  
Deputy County Attorney

December \_\_, 2012

Corinne Woodward  
U.S. Title Insurance Agency  
1630 Shortline Road  
P.O. Box 681128  
Park City, Utah 84060

Re: Option Agreement, dated November 16, 2012 by and between RE Investment Holdings, LLC, a Utah limited liability company and Utah Open Lands Conservation Association, Inc., a Utah corporation ("**REIH/UOL Option Agreement**")

Option Agreement, dated December 19, 2012 by and between Snyderville Basin Special Recreation District, a local district of the State of Utah, and The Utah Open Lands Conservation Association, Inc., a Utah not-for-profit corporation ("**UOL/District Option Agreement**")

Dear Corinne:

I represent the Snyderville Basin Special Recreation District ("**District**") in connection with the UOL/District Option Agreement which contemplates the sale and conveyance of the Property from Utah Open Lands Conservation Association, Inc. ("**UOL**") to the District. Capitalized terms which are used but not defined in this letter (the "**Instructions**") shall have the same meanings as are set forth in the UOL/District Option Agreement. You may receive separate instructions from UOL and/or RE Investment Holding, LLC ("**REIH**"). In the event of any inconsistency between these Instructions and the instructions of UOL and/or REIH, please contact me.

UOL and REIH have appointed U.S. Title Insurance Agency (the "**Escrow Agent**") to act as escrow agent to record and file certain instruments in connection with the Closing of the transactions contemplated by the REIH/UOL Option Agreement.

The District's involvement in the UOL/REIH Closing relates to paragraphs 3 and 4 the UOL/District Option Agreement.

I. Documents to be Delivered to Title Company for Possible Recordation

In connection with the UOL/REIH Closing or under separate cover, Escrow Agent has conditionally received the following instruments:

1. Quitclaim Deed, dated December \_\_, 2012 executed and acknowledged by UOL ("**Quitclaim Deed**") to be delivered into escrow in favor of the District and recorded upon any event of default by UOL under the terms of the Promissory Note or the REIH Trust Deed as provided for Part III hereinbelow.
2. Deed of Trust, dated December \_\_, 2012 executed and acknowledged by UOL ("**District Trust Deed**") to be delivered to the District and recorded in a second position to the REIH Trust Deed.

II. Down Payment to be Delivered to REIH

The District has delivered the Down Payment of two million dollars (\$2,000,000.00) to Escrow Agent for distribution to REIH in accordance with the terms and conditions of the REIH/UOL Option Agreement.

III. Conditions for Recordation of Quitclaim Deed

You are instructed to record with the County Recorder of Summit County, Utah, the Quitclaim Deed immediately upon, but only upon, your determination that either one of the following conditions have been met or will be met concurrently with the recordation or filing of said Quitclaim Deed:

1. UOL default under the terms of the Promissory Note, or
2. UOL default under the terms of the REIH Trust Deed.

Until either of the conditions described above have occurred, you are requested and instructed to hold in escrow the Quitclaim Deed in Part I in connection with the subject transaction.

IV. Agreement with and Change in Instructions

Any departure from the requirements and authorizations contained in these Instructions must be approved in writing by the undersigned. **If these Instructions meet with your approval, please so indicate by dating and executing the accompanying copy of these Instructions in the indicated place and returning the same, as so executed, to the undersigned. Please also PDF your signed counterpart of these Instructions to the undersigned at [dthomas@summitcounty.org](mailto:dthomas@summitcounty.org) at your earliest convenience.** Thank you for your cooperation and assistance.

Very truly yours,

David L. Thomas  
Chief Civil Deputy

**AGREEMENT OF ESCROW AGENT**

THE FOREGOING arrangement and instructions are accepted and agreed to on this \_\_\_\_ day of December, 2012 by the following as Escrow Agent.

U.S. TITLE INSURANCE AGENCY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

DRAFT

EXHIBIT "F"

To

Option Agreement (SBSRD & UOL)

CONSERVATION EASEMENT

[see attached]

DRAFT

**WHEN RECORDED, MAIL TO:**

Snyderville Basin Special Recreation District  
Attn: District Director  
5715 Trailside Drive  
Park City, UT 84098

**TOLL CANYON  
CONSERVATION EASEMENT**

(OPEN SPACE AND RECREATIONAL USES)

**THIS CONSERVATION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a local district of the State of Utah (the “Grantor”), in favor of UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC., a Utah not-for-profit corporation (the “Grantee”).

**RECITALS:**

**WHEREAS**, Grantor hereby represents and acknowledges it is the sole owner in fee simple title of certain real property located within Summit County, State of Utah, which (a) consists of approximately 781 acres, (b) is commonly known as “Toll Canyon”, (c) is more particularly described in the legal description attached hereto as Exhibit “A”, (d) is graphically depicted on the map attached hereto as Exhibit “B”, and (e) is hereinafter referred to as the “Property”;and

**WHEREAS**, the Property possesses unique, sensitive, natural, scenic, aesthetic, open space, riparian, wildlife, and community recreational values (collectively referred to as the “Conservation Values”) of great importance to the Grantor, the Grantee, and the public, including but not limited to the following:

- A. High value habitat for black bear (*Ursus Americana*), elk (*Cervuscanandensis*), mule deer (*Odocoileus hemionus*), and moose (*Alcesalces*), and the protection of the Property will result in the protection of habitat for these species;
- B. Habitat appropriate for several priority wildlife species for conservation in Utah. Of the listed priority Utah wildlife species, 14 priority species have been documented on or near the Property, and the following six species are considered most likely to currently be found in habitat on or directly connected to the Property: northern goshawk (*Accipiter gentilis*), Bonneville cutthroat trout (*Oncorhynchusclarkiutah*), smooth greensnake

(*Opheodrys vernalis*), mule deer (*Odocoileus hemionus*), broad-tailed hummingbird (*Selasphorus platycercus*), and western toad (*Bufo boreas*);

- C. As identified by the Utah Division of Wildlife Resources, riparian habitat is considered a high priority habitat and abundant riparian habitat occurs on this Property;
- D. Views of the Property can be seen from several vantage points including Interstate 80 and adjacent public trails (including the Mid-Mountain Trail) which are part of a trail network throughout the Snyderville Basin and Park City area, and the protection of the Property will provide critical trail connections to other public trails; and
- E. The Property is adjacent to several permanently protected open spaces including the Baker Griswold Open Land Preserve, Hi Ute Canyon Preserve, Wasatch Cache National Forest, Forest Legacy's Summit Park Open Space, and the Salt Lake City watershed lands.
- F. The property and its location adjacent to other open land preserves provide the potential for critical public trail connections including connections for the Mid-mountain Trail and the Wasatch Crest Trail.

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by continuation of the use of the Property in such a way which does not significantly impair or interfere with those values and which provides for appropriate natural, ecological, wildlife, open space and recreational uses of the Property; and

WHEREAS, Grantor intends to preserve and protect the Conservation Values of the Property as open space for the benefit of the public and to protect the Property from future development in perpetuity through this Easement (defined below) and dedication of the same to Grantee; and

WHEREAS, Grantee is a charitable organization, having a mission is to conserve and protect open space and natural areas for ecological, scientific, recreational, and educational purposes; and is a non-profit, tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code"); and was created more than two years prior to the date of this Agreement; and is a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and Grantee is a qualified organization under Section 170(h)(3) of the Internal Revenue Code to receive and hold conservation easements.

**NOW, THEREFORE**, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly the Utah Land Conservation Easement Act as set forth in *Utah Code Ann.* ' 57-18-1,



*et seq.*, as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows:

1. **Conveyance.** Grantor hereby grants and conveys to Grantee, a perpetual conservation easement as hereinafter defined (the “Easement”) over and across all the Property to preserve, restore and protect the Conservation Values on the Property, to have and to hold unto Grantee, its qualified successors and assigns, forever.

2. **Current Use and Condition of Property.** The Property presently consists of natural open space, including deciduous and coniferous trees, natural grasses and shrubs. It is habitat for wildlife and demonstrates potential for public recreational use. The Property is adjacent to other dedicated open space. The Grantee has prepared and delivered to Grantor a report documenting and summarizing the current condition of the Property (the “Baseline Documentation”). The Baseline Documentation consists of maps and photographs documenting the current condition of the Property, the purpose of which is to create an accurate representation of the Property and its Conservation Values. The Baseline Documentation and any subsequent updates which may be done from time to time by the Grantee to further reflect the restored or enhanced Conservation Values of the Property shall be on file at the office of the Grantee.

3. **Purpose.** Grantor is the fee simple title owner of the Property and is committed to preserving the Conservation Values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its natural, scenic, recreational, and open space condition, for the enjoyment of and use by the public, preventing any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the Conservation Values of the Property.

4. **Duration.** The duration of the Easement shall be perpetual.

5. **Permitted Uses.** Subject to the terms and conditions set forth in this Easement and to ensure that the Property remains accessible to the public and to ensure the protection of the Conservation Values, the following activities and/or uses of the Property are permitted (the “Permitted Uses”):

a. Conserving the land in its natural, open state including but not limited to the preservation and restoration of forests, trees, natural grasses, riparian corridors and shrubs.

b. Restoring the biological and ecological integrity and natural state of the Property by, without limiting the generality of the foregoing: controlling invasive or noxious weeds; removing debris; planting or reseeding native vegetation; and preserving or enhancing the Property as habitat for wildlife.

c. Constructing, installing, maintaining, operating, grooming, expanding, and replacing non-motorized recreational trails and such trailhead parking areas, restrooms, watering facilities, landscaping, interpretative and informational kiosks and signs, nature exhibits, and benches as may be necessary or desirable to support the same.

d. Constructing, installing, repairing, maintaining, operating, and replacing underground utility pipelines, cables, wires, and facilities, within existing utility easements recorded against the title to the Property prior to the grant of this Easement.

e. Hosting and staging temporary special events and races provided these events are permitted or are approved under appropriate county codes, including such temporary structures as may be necessary or desirable for the same; provided however, any damage to the Property resulting from such special events or races shall be repaired by the Grantor or the party authorized by Grantor to use the Property for such purposes.

**6. Prohibited Uses.** Any activity on or use of the Property not specifically listed as a Permitted Use or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the Conservation Values is expressly prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Any residential, commercial or industrial development of the Property.

b. Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.

c. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property.

d. Any dumping or storing of ashes, trash, garbage or junk on the Property.

e. The manipulation or alteration of natural watercourses, wetlands, or riparian communities, except as expressly permitted herein or as necessary to carry out the Permitted Uses, and then in any event, only if approved by Summit County and the U.S. Army Corps of Engineers and only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of significant Conservation Values.

f. Burning of any materials on the Property, except as necessary for drainage, vegetation management, and fire protection purposes or as permitted herein.

The use of motorized vehicles or equipment, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except: (i) as may be necessary in conjunction with carrying out a Permitted Use or (ii) in the case of an emergency for emergency vehicles.

g. Shooting, discharging of firearms, hunting or trapping for any purpose; provided, however, the Grantor shall have the right to shoot, discharge firearms, hunt, or trap for predator or problem animal control, consistent with any applicable provisions in the Plan (defined below).

h. Establishment or maintenance of any grazing or livestock feedlots on the Property.

i. Advertising of any kind or nature on the Property and any billboards or signs, except the placement of a limited number of identification, directory and information signs describing the Easement and the prohibited or authorized use of the same.

j. Any cutting of trees or vegetation, except as necessary for fire protection, vegetative management, thinning, elimination of diseased growth, control of non-native plant species, and similar protective measures, except as necessary to construct structures, conditions or improvements as permitted herein.

k. The change, disturbance, alteration, or impairment of the significant natural ecological features and values of the Property or the destruction of other significant conservation interests on the Property, except as necessary to accomplish the Permitted Uses.

l. The division, subdivision or *de facto* subdivision of the Property, except for subdivision and dedication of the Property as necessary to accomplish the Permitted Uses or as necessary or desirable to convey a portion of the underlying fee title to third parties.

m. Changing the topography of the Property by placing on it any soil, dredging spoils, land filling, or other material, except as necessary to accomplish the Permitted Uses.

n. Any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbeques, etc., except as otherwise provided.

o. Any permanent or temporary structures affixed to the ground necessary to facilitate commercial downhill skiing.

p. All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

**7. Rights of the Grantee.** Grantor confers the following rights upon Grantee to perpetually maintain the Conservation Values of the Property and to accomplish the purpose of this Easement.

a. Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the Conservation Values of the Property.

b. Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein granted, provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

c. Unless a Permitted Use as provided for herein, Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the Conservation Values of the Property.

d. Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

e. Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

f. Grantee has the right to enter on the Property to study and make ecological and scientific observation of the Property and its ecosystems.

g. Grantee has the right to engage in activities that restore the biological and ecological integrity of the Property. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

**8. Duties of the Grantor.** Grantor shall be subject to all terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the Conservation Values of the Property.

**9. Enforcement of Easement.**

a. Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

b. Failure to Act. If, for a 30-day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, specific performance, declaratory relief, restitution, reimbursement of expenses, or an order compelling restoration of the Property. If a court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys' fees incurred by the Grantee in compelling such compliance.

c. Absence of Grantor. If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

d. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

e. Injunctive Relief and Restoration. Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

f. Cumulative Remedies. The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

g. Waiver. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

**10. Permitted Construction and Maintenance Activities.** This Easement is subject to the rights of Grantor or its assigns to enter upon the Property for the construction, installation, operation, maintenance and replacement of underground utilities as provided for in the Permitted Uses. The responsible person, entity or utility company in interest, shall, at its sole cost and

expense, promptly restore the Property affected by such activities to as near as reasonably practicable the same condition as existed immediately prior to such activities. Nothing herein shall be deemed a grant of an easement to any third party.

**11. Extinguishment of Development Rights.** Except as otherwise reserved unto the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

**12. Management and Maintenance Plan.** Grantor shall be solely responsible for the upkeep and maintenance of the Property. The parties intend to cooperate in the creation of a management and maintenance plan (“the Plan”) for the maintenance of the Property and to further identify ecological restoration and public recreation improvements identified under the Permitted Uses section of this Easement. The Plan shall be subject to the approval in writing of both Grantor and Grantee, and the Plan, together with any approved updates, shall be on file at the office of the Grantee. It shall be in the Grantor’s sole discretion as to whether Grantor implements the Plan, in whole or in part. Grantor agrees and acknowledges that Grantee may, in its sole discretion and at its sole cost and expense, take such actions as may be identified in the Plan to preserve and protect the Conservation Values of the Property.

**13. Transfer of Grantee’s Interest.** If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*, after first having obtained the written consent of Grantor, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) the transferee agrees to enforce the conservation purposes protected by this Easement and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

**14. Cessation of Grantee’s Existence.** If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*.

**15. Termination of the Easement.** Grantor and Grantee agree that the conveyance of this Easement to Grantee creates a Property right immediately vested in Grantee. Grantee's

Property right in this Easement shall be based on the condition and improvements on the Property at the time the Easement is established, and this condition shall be documented as referred to in Section 2 above. For purposes of this Section, the Easement shall be deemed to have a fair market value at least equal to the proportionate value this Easement bears to the entire value of the Property as a whole at the time of its creation. That proportionate value of Grantee's Property rights shall remain constant. If circumstances arise in the future that render the purposes of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. Should a change in conditions give rise to the extinguishment of this Easement, as provided in Treasury Regulation Section 1.170A-14(g)(6)(I) (or any subsequent revision to that section of the IRS Code) or extinguishment of a portion of Grantee's rights under this Easement, Grantee on a subsequent sale, exchange, conveyance, or involuntary conversion of the Property or a portion of the Property shall be entitled to a portion of the proceeds at least equal to such proportionate value of this Easement as established at the time of its creation.

Whenever all or part of the Property is taken in an exercise of eminent domain, or under claim of rights of eminent domain, by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee may join in appropriate actions to recover the full value of the Property taken and all incidental or direct damages resulting from such taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds and the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Property, as provided in the first paragraph of this Section.

In the event that Grantee receives any proceeds from the partial or complete termination or extinguishment of the Easement pursuant to this Section 15, all such proceeds received by the Grantee must be used by Grantee in a manner consistent with the Conservation Values as required by Treasury Regulation Section 1.170A-14(g)(6)(i) (or any subsequent revision to that section) and must be used to acquire fee title to or a conservation easement on other real property with similar conservation values located within the legal boundaries of the Snyderville Basin Special Recreation District.

**16. Transfer of Grantor's Interest.** This Easement shall continue as a servitude running in perpetuity with the Property. Any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest, shall be subject to this Easement and shall transfer any and all obligations of the Grantor as set forth herein. Upon Grantor's conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement with respect to the portion of the Property covered by such conveyance.

**17. Notices.** Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return

receipt requested, addressed to the following, or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

To Grantee: Utah Open Lands  
2188 So. Highland Drive, Ste. 203  
Salt Lake City, UT 84106  
Attn: Wendy Fisher

To Grantor: Snyderville Basin Special Recreation District  
Attn: District Director  
5715 Trailside Drive  
Park City, UT 84098

**18. Title Warranty.** Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those existing matters of record as the date of this Easement and hereby promises to defend the same against all claims arising by, through, or under Grantor. The Parties hereby acknowledge that the grant of this Easement is made subject to those existing matters of record as of the date of this Easement.

**19. Environmental Warranty.** Grantor warrants that it has no actual knowledge or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorney's fees arising from or with respect to any release of hazardous waste or violation of environmental laws with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

**20. Recordation.** The Grantee shall record this instrument in timely fashion in the official records of Summit County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

**21. Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

**22. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of *Utah Code Ann.* § 57-18-1, *et seq.*, as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**23. Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement,



or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**24. Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

**25. Entire Agreement.** This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supercedes all prior discussions and understandings.

**26. Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**27. Amendments.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend the Easement; provided, that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code 170(h), or any regulation promulgated thereunder, or the Utah Land Conservation Easement Act, as set forth in *Utah Code Ann.* §§ 57-18-1, *et seq.*, as amended. Any amendment to this Easement shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be in writing, signed by both parties, and recorded in the official records of Summit County, Utah.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this instrument on the day and year first above written.

**GRANTOR:**

SNYDERVILLE BASIN SPECIAL  
RECREATION DISTRICT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
District Clerk

DISTRICT ATTORNEY APPROVAL:

\_\_\_\_\_  
District Attorney

**GRANTEE:**

**UTAH OPEN LANDS CONSERVATION  
ASSN., INC.**

A Utah not-for-profit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**GRANTOR'S ACKNOWLEDGMENT**

STATE OF UTAH )

:ss.

COUNTY OF SUMMIT )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, who being duly sworn, did say that the foregoing instrument was signed in behalf of the Snyderville Basin Special Recreation District by authority of its governing body and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged to me that the Snyderville Basin Special Recreation District executed the same.

\_\_\_\_\_  
Notary Public

**GRANTEE'S ACKNOWLEDGMENT**

STATE OF UTAH )

:ss.

COUNTY OF SUMMIT )

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that the foregoing instrument was signed in behalf of the Grantee by authority of its governing body and said \_\_\_\_\_ acknowledged to me that the Grantee executed the same.

---

Notary Public

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

[see attached]

DRAFT

EXHIBIT "B"

MAP OF PROPERTY

[see attached]

DRAFT

**Exhibit "C"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Promissory Note**

**[see attached]**

**DRAFT**

**Promissory Note (the “Note”)**

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

Principal Amount:  
\$2,500,000.00

FOR VALUE RECEIVED, the undersigned, Park City Municipal Corporation, a municipal corporation (the “Maker”), promises to pay to the order of the Snyderville Basin Special Recreation District, at 5715 Trailside Dr., Park City, Utah 84098 (“Seller”), or at such other location as designated by Seller, in lawful money of the United States of America, the principal amount of **Two Million Five Hundred Thousand Dollars (\$2,500,000.00)** (the “Principal Amount”), without interest thereon, or such portion thereof as may be outstanding, on or before **November 1, 2014**, (the “Maturity Date”).

The financial obligation evidenced by this Note arises from a transaction more fully set forth in a Purchase and Exchange Agreement dated December \_\_, 2012 (the “Agreement”). This Note is secured by a first position trust deed encumbering approximately 292 acres located in Summit County, Utah (the “Trust Deed”).

Interest hereunder shall accrue at an annual rate of zero percent (0.0%) per annum. Provided, however, in the event the Maker fails to timely pay the Principal Amount on or before the Maturity Date, the Maker shall pay a five percent (5%) late fee and interest at the rate of twelve percent (12%) per annum, compounded annually, shall accrue on the unpaid Principal Amount from the Maturity Date to and including the date upon which Maker pays in full amounts owing on under this Note. All payments received from Maker shall first be applied towards accrued late fees and accrued interest and then to unpaid principal.

On the Maturity Date, the entire outstanding Principal Amount balance, together with any and all other amounts that may be due and payable under this Note or pursuant to the Trust Deed shall be due and payable in full.



Maker may prepay this Note at any time without penalty.

If a payment on this Note becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Utah, the payment date shall be extended to the next succeeding business day. The Maker waives presentment for payment, protest, notice of protest and of nonpayment of this Note. Maker agrees that failure of Sellers or any holder of this Note to exercise its rights hereunder shall not constitute a waiver of the right to exercise the same in the event of a later default.

This Note shall be construed according to the laws of the State of Utah.

DATED this \_\_ day of December, 2012.

“Maker”:

Park City Municipal Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit "D"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Trust Deed**

**[see attached]**

DRAFT

WHEN RECORDED MAIL TO:

Snyderville Basin Special Recreation District  
Attn: District Director  
5715 Trailside Drive  
Park City, UT 84098

SPACE FOR RECORDER'S USE

**TRUST DEED**

THIS TRUST DEED is made and given the \_\_\_\_ day of \_\_\_\_\_, 2012, by **Park City Municipal Corporation**, a municipal corporation, whose address is P.O. Box 1480, 445 Marsac Avenue, Park City, Utah 84060 as "**Trustor**" to **U.S. Title Insurance Agency, LLC**, 1630 Short Line Road, Park City, UT, 84060; Attention Kathie Johnston, as "**Trustee**", for the benefit of the **Snyderville Basin Special Recreation District**, a local district of the State of Utah, whose address is 5715 Trailside Drive, Park City, Utah 84098, as "**Beneficiary**".

WITNESSETH: That Trustor hereby grants, conveys, transfers, assigns and warrants to Trustee in trust, with power of sale, for the benefit of Beneficiary, the following described Property, situated in Summit County, State of Utah:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Together with all the estate, right, title and interest that Trustor now has or may hereafter acquire, either in law or in equity, in and to the property described above; to have and to hold the same, together with all buildings, structures and improvements now or hereafter constructed or placed on the property and all alterations, additions or improvements now or hereafter made thereto, and together with all easements, rights of way, prescriptive rights, covenants benefiting the property, tenements, hereditaments, reversions, remainders, issues, profits, privileges, water rights, water company shares of stock (with all certificates therefor to be delivered to Beneficiary), and appurtenances of every kind and nature thereunto belonging, relating or in any way appertaining, or which may be hereafter acquired and used or related to the property, or any part thereof, and together with all proceeds therefrom including without limitation condemnation awards and insurance proceeds (all of the foregoing shall hereinafter be collectively referred to as the "Property").

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a Trust Deed Note, dated of even date herewith, in the stated principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000), made by Trustor, payable to the order of Beneficiary at the times, in the manner as therein set forth, and any increases, extensions, renewals or modifications thereof and any restated or replacement promissory note therefor (the "Note"); (2) the payment and performance of all obligations and liabilities of Trustor under the terms of all documents executed for the benefit of Beneficiary in connection with the Note; (3) the performance of each agreement, covenant and representation of Trustor set forth in this Trust Deed; (4) the payment of any other loans or credit made or extended by Beneficiary to Trustor or its successors or assigns; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Trust Deed.

An "Event of Default" under this Trust Deed shall occur upon (1) any default or event of default occurring under the Note, (2) any default or event of default occurring under any other obligation secured by this Trust Deed, (3) any failure to meet or comply with Trustor's obligations under this Trust Deed, (4) a receiver or a trustee being appointed for Trustor or with respect to Trustor's property, (5) Trustor making an assignment for benefit of creditors, (6) Trustor becoming insolvent, or (7) a petition being filed by or against Trustor pursuant to any provision of the United States Bankruptcy Code, as amended.

**TO PROTECT THE LIENS AND SECURITY INTERESTS GRANTED BY THIS TRUST DEED, TRUSTOR HEREBY AGREES:**

1. To keep the Property in good condition and repair; not to remove or demolish any building or improvement or landscaping; to complete or restore promptly and in good workmanlike manner any building or improvement or landscaping which may be constructed, damaged or destroyed thereon; to comply with all laws, regulations, covenants and restrictions affecting the Property including without limitation all applicable local, state and federal laws, rules, regulations and ordinances relating to land use and zoning; not to commit or permit waste on the Property; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary to maintain its value.

2. To pay at least 20 days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all assessments and charges for water and other utilities used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees and expenses incurred by Beneficiary in connection with this Trust Deed.

3. Upon an Event of Default, Beneficiary or Trustee, but without any obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation under this Trust Deed, may (i) take measures as either may deem necessary to protect and preserve the liens and security interests granted by this Trust Deed, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) commence, appear in and defend any action or

proceeding purporting to affect the Property, this Trust Deed or the rights or powers of Beneficiary or Trustee under this Trust Deed; (iii) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior to this Trust Deed; and (iv) in exercising any such powers, expend whatever amounts it may deem necessary therefor, including title work and the employment of attorneys, with Trustor hereby agreeing to reimburse Beneficiary or Trustee for all such expenses with interest thereon at the applicable interest rate set forth in the Note.

4. To accord Beneficiary the right to inspect the Property upon reasonable notice during usual business hours.

**IT IS MUTUALLY AGREED THAT:**

5. Should the Property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, Beneficiary shall be entitled to receive independently and solely all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured by this Trust Deed in such order as Beneficiary may determine. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary may request.

6. Trustor hereby assigns absolutely to Beneficiary all leases, rents, issues and royalties generated at or arising in connection with any portion of the Property, whether now existing or hereafter arising. Until an Event of Default or until Beneficiary gives notice otherwise (which notice may be given even if no Event of Default exists), Trustor shall be permitted to collect all such leases, rents, issues and royalties payable prior to such Event of Default or, as the case may be, prior to notice from Beneficiary, as they become due and payable (Trustor may not collect any prepayments thereof). If an Event of Default occurs or upon Beneficiary's notice, Trustor's privilege to collect any of such moneys and enjoy the benefits of such Property shall immediately cease, and Beneficiary shall have the right, as stated above, with or without taking possession of the Property, to collect all leases, rents, issues and royalties and enjoy the benefits of the Property. Failure of or discontinuance by Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be or be construed to be, an affirmation by Beneficiary of any tenancy, lease, or option, nor an assumption of liability under, nor a subordination of the lien of this Trust Deed to any such tenancy, lease or option.

7. Upon an Event of Default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the ex parte appointment of such receiver without the posting of a bond or undertaking and consenting to the appointment of Beneficiary or its affiliate as such receiver and without regard to the value of the Property or the adequacy of any security for the indebtedness secured by this Trust Deed), enter

upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect leases, rents, issues and royalties including those past due and unpaid, and apply such collections, less costs and expenses of operation and collection, including attorney's fees, upon the indebtedness secured hereby, and in such order as Beneficiary may determine. This right to the appointment of a receiver is a contractual right that may be specifically enforced by Beneficiary with or without adherence to any rule of civil procedure applicable otherwise to the prejudgment appointment of a receiver.

8. The exercise by Beneficiary of the remedies provided by this Trust Deed, including the entering upon and taking possession of the Property, the appointment of a receiver, the collection of leases, rents, issues, and royalties, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application thereof shall not cure or waive any Event of Default, nor shall it affect or limit the rights of Beneficiary to commence foreclosure proceedings pursuant to the applicable trust deed statute or as otherwise provided by law. The judicial appointment of a receiver shall not affect the rights of Beneficiary to conduct a power of sale foreclosure.

9. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any Event of Default or acceptance of payment of any payment secured hereby after its due date shall not constitute a waiver of any other subsequent Event of Default.

10. Time is of the essence hereof. Upon an Event of Default, all sums secured hereby shall immediately become due and payable in full at the option of Beneficiary. Upon an Event of Default, and without any obligation on Beneficiary to give notice of such acceleration, Beneficiary may execute or cause Trustee to execute and record a "notice of default" pursuant to the applicable trust deed statutes and commence a power of sale foreclosure permitted by those trust deed statutes.

11. At any time after the lapse of such time as may then be required by law following the recordation of a notice of default, and a notice of sale having been given in the manner required or permitted by law, Trustee, without demand on Trustor, may sell the Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may request, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any reason, postpone the sale from time to time to the extent permitted by law until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Except as otherwise directed by applicable law, Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) the costs of any appraisals, environmental audits, and evidences of title procured in connection with such sale and any expenses associated with the trustee's deed; (3) all sums expended under the terms of this Trust

Deed not then repaid, with accrued interest from the day of expenditure at the applicable rate set forth in the Note; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit or interplead the balance of such proceeds with the county clerk or a court of the county in which the sale took place.

12. Trustor agrees to surrender complete possession of the Property to the purchaser at the trustee's sale immediately after such sale in the event such possession has not previously been surrendered by Trustor.

13. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

14. Trustor hereby agrees not to sell or transfer any right, title or interest in or to the Property or any portion thereof, whether voluntarily or involuntarily, without the prior written consent of Beneficiary, which consent shall not be unreasonably conditioned, delayed, or withheld. In the event of a permitted transfer, Trustor shall remain obligated to Beneficiary under the Note, the other Loan Documents and this Trust Deed, unless Beneficiary expressly releases Trustor in writing. A prohibited transfer under this paragraph shall include a transfer of more than a fifty percent (50%) ownership interest in Trustor.

15. With respect to Trustor's ownership and use of the Property, Trustor agrees to comply with all laws, statutes and regulations now or hereafter effective with respect to the protection of the environment, or to the generation, use, storage, removal, transportation, handling or disposal of toxic materials, hazardous substances, hazardous waste or other similar materials or substances.

16. This Trust Deed shall be construed according to the laws of the State of Utah.

17. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Trust Deed, the liens granted hereby, or the rights of Beneficiary hereunder.

18. Trustor agrees that a copy of any notice default and any notice of sale given in connection with a power of sale foreclosure (or any other notice given in connection with this Trust Deed) may be mailed to Trustor at the Trustor's address set forth above.

SIGNATURE OF TRUSTOR:

Park City Municipal Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TRUSTOR'S ACKNOWLEDGMENT**

**STATE OF UTAH** )

:ss.

**COUNTY OF** \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_ ,  
the \_\_\_\_\_ of Park City Municipal Corporation who being duly sworn, did say that  
the foregoing instrument was signed in behalf of Park City Municipal Corporation, by authority of  
its governing body and said \_\_\_\_\_ acknowledged to me that the Park City  
Municipal Corporation executed the same.

\_\_\_\_\_  
Notary Public



## EXHIBIT "A"

### Legal Description of Property

All of Lot 4, Gillmor Subdivision, according to the official plat thereon on file with the Summit County Recorder's Office.

Assessor Parcel No.: Gillmor-4-X;

TOGETHER WITH THE FOLLOWING TWO TRACTS:

#### TRACT ONE:

A portion of land lying outside the legal described boundary of Tax Parcel SS-59-A, but within the existing, historic fence lines that are located on Tax Parcel SS-57-2-A-X and Tax Parcel SS-59-X. Located in Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, described as follows:

Commence at the Northeast corner of Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian; Thence along the East line of said Section 28 South  $01^{\circ} 02' 41''$  East a distance of 2,666.45 feet to the East Quarter Corner of said Section 28; Thence continuing along said East Section line South  $01^{\circ} 02' 41''$  East a distance of 526.31 feet to the Point of Beginning, said point also being the Southeast property corner of Tax Parcel SS-59-A; Thence, backtracking along said East line of Section 28, North  $001^{\circ} 02' 41''$  West a distance of 629.4 feet, more or less, to a point of intersection of an existing wire fence and said East line of Section 28; Thence leaving said East line of Section 28 and continuing along said existing wire fence South  $1^{\circ} 34' 49''$  East a distance of 817.7 feet, more or less to the point of intersection of an existing East-West wire fence; Thence continuing Westerly along said existing East-West wire fence the following twenty-five (25) calls; (1) South  $88^{\circ} 50' 35''$  West a distance of 8.5 feet, more or less; (2) South  $88^{\circ} 15' 16''$  West a distance of 67.9 feet, more or less; (3) North  $89^{\circ} 58' 50''$  West a distance of 105.4 feet, more or less; (4) North  $88^{\circ} 41' 59''$  West a distance of 140.9 feet, more or less; (5) North  $87^{\circ} 26' 20''$  West a distance of 316.4 feet, more or less; (6) North  $88^{\circ} 44' 04''$  West a distance of 313.1 feet, more or less; (7) North  $87^{\circ} 53' 00''$  West a distance of 409.4 feet, more or less; (8) North  $88^{\circ} 52' 10''$  West a distance of 133.1 feet, more or less; (9) South  $88^{\circ} 03' 50''$  West a distance of 37.8 feet, more or less; (10) South  $85^{\circ} 06' 02''$  West a distance of 54.6 feet, more or less; (11) South  $82^{\circ} 20' 44''$  West a distance of 138.2 feet, more or less, to the point of a fence corner; (12) South  $14^{\circ} 10' 26''$  East a distance of 80.1 feet, more or less, to the point of a fence corner; (13) South  $50^{\circ} 51' 55''$  West a distance of 129.7 feet, more or less, to the point of a fence corner; (14) North  $67^{\circ} 22' 03''$  West a distance of 208.3 feet, more or less, to the point of a fence corner; (15) North  $89^{\circ} 38' 34''$  West a distance of 305.0 feet, more or less; (16) South  $87^{\circ} 59' 48''$  West a distance of 116.2 feet, more or less; (17) South  $87^{\circ} 39' 29''$  West a distance of 263.4 feet, more or less to the point of a fence corner; (18) North  $74^{\circ} 06' 23''$  West a distance of 417.2 feet, more or less; (19) North  $75^{\circ} 41' 50''$  West a distance of 114.2 feet, more or less; (20) North  $80^{\circ} 21' 47''$  West a distance of 126.1 feet, more or less; (21) North  $81^{\circ} 04' 47''$  West a distance of 83.0 feet, more or less; (22) North  $81^{\circ} 59' 19''$  West a distance of 232.4 feet, more or less; (23) North  $86^{\circ} 00' 41''$  West a distance of 673.3 feet, more or less, to the point of a fence corner; (24) South  $4^{\circ} 18' 20''$  West a distance of 347.9 feet, more or less, to the point of a fence corner; (25) South  $72^{\circ} 39' 52''$  West a distance of 13.9 feet, more or less; Thence leaving said existing East-West fence,

North 00°04'28" East a distance of 15.2 feet, more or less to a South-Westerly boundary corner of said Parcel SS-59-A; Thence Northerly and Easterly along the boundary line of said Tax Parcel SS-59-A the following two (2) calls: (1) North 00°04'28" East a distance of 350.80 feet to a boundary corner; (2) South 89° 55' 32" East a distance of 4,328.47 feet to the Southeast property corner of said tax parcel SS-59-A, said point also being the point of beginning.

Contains: 16.75 Acres (729,429 s.f.), more or less.

Assessor Parcel No.: \_\_\_\_\_

**TRACT TWO:**

Located in Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, described as follows:

Commence at the Southwest Corner of the Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South 88°25'45" East 1023.00 feet along the section line and North 00°04'28" East 1732.50 feet to the TRUE POINT OF BEGINNING; Thence backtracking South 00°04'28" West a distance of 1732.50 feet to the south line of said Section 28; Thence along said south Section Line North 88°25'45" West a distance of 71.82 feet, more or less, to the east property line of Tax Parcel SS-60-1; Thence along said east property line of Tax Parcel SS-60-1 North 03°19'50" West a distance of 442.31 feet, more or less to the common easterly corner between Tax Parcels SS-60-1 and SS-60-3; thence along the east boundary line of said Tax Parcel SS-60-3 North 03°19'50" West a distance of 444.71 feet, more or less to the common easterly property corner between Tax Parcels SS-60-3 and SS-60; Thence along the easterly property line of said Tax Parcel SS-60 the following two (2) calls: (1) North 01°04'56" west a distance of 398.85 feet, more or less; (2) North 24°57'56" West a distance of 367.09 feet, more or less to the common easterly property corner between Tax Parcels SS-60 and SS-60-F-1; Thence along the northeasterly property line of said Tax Parcel SS-60-F-1 North 55°08'08" West a distance of 199.23 feet, more or less to a southwesterly property corner of Tax Parcel SS-59-A; Thence along the southerly property line of said Tax Parcel SS-59-A South 89°55'32" East a distance of 348.45 feet, more or less to the point of beginning.

Contains 2.70 Acres (117,424 s.f.), more or less.

Assessor Parcel No.: \_\_\_\_\_

**Exhibit "E"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Title Commitment to Gillmor Open Space**

**[see attached]**

**DRAFT**

**SCHEDULE A**

Effective Date: November 8, 2012 @ 8:00 a.m.

1.	Policy or Policies to be issued:	Amount	Premium
	(a) ALTA 2006 Owner's Policy:	\$7,466,000.00	\$13,460.00
	Proposed Insured:		

**Park City Municipal Corporation, a municipal corporation**

(b)	ALTA 2006 Loan Policy	\$	\$0.00
	Proposed Insured:		

Endorsements:	\$0.00
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2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

**Summit County, a political subdivision of the State of Utah and a body politic, as to an undivided 19% interest and Snyderville Basin Special Recreation District, a local district of the State of Utah, as to an undivided 81% interest, as tenants in common**

3. The land referred to in this Commitment is described as follows:

All of Lot 4, of the GILLMOR SUBDIVISION; according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

Said property is located in SUMMIT County, State of Utah also known as:

500 SILVER SUMMIT PARKWAY  
PARK CITY, UT. 84098

Parcel Identification Number: GILLMORE-4-X

SCHEDULE B - SECTION 1  
Requirements

The following are the requirements to be complied with:

1. Pay the Agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
6. Release(s) or reconveyance(s) for Exception No. 22.
7. Pay any amounts due under Exception No. 9 through 15.
8. Information and indemnification, as necessary, regarding mechanic's and/or materialmen's liens, parties in possession, and any and all other matters which are known to the seller and/or buyer, but not known by the Title Company. The Company will require the seller to sign an Affidavit regarding such matters.
9. This commitment and any requested endorsements must be submitted to our Underwriter for approval. U.S. Title Company may amend this commitment or add additional requirements at the underwriter's request to gain that approval. Failure to fulfill any additional requirements may result in a denial of coverage.

SCHEDULE B - Section 2  
Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

Part I:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the public records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claim: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof: (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. This property is owned by a tax exempt entity, and its interest is not assessed. Tax ID No. GILLMOR-4-X
9. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
10. The property described herein is located within the boundaries of Snyderville Basin Water Reclamation District, and is subject to any and all charges and assessments thereof.
11. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
12. The property described herein is located within the boundaries of Mountain Regional Water Special Service District and is subject to the charges and assessments thereof.

(Continued)

SCHEDULE B - Section 2  
Exceptions

13. The property described herein is located within the boundaries of Old Ranch Road Special Service District, and is subject to the charges and assessments thereof.
14. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.
15. All rights, title or interest in oil, gas and other minerals of every kind and description underlying the surface of the land.
16. An Easement, the exact location of which is not described, to construct, operate and maintain such communication systems as may be required, and incidental purposes, as granted to the Mountain States Telephone & Telegraph Company, in the document recorded December 15, 1932 as Entry No. 49017 in Book U of Miscellaneous Records at Page 8 of Official Records.
17. An Easement, the exact location of which is not described, to lay, maintain and operate a pipe line and to erect, maintain and operate a telephone or telegraph line, and incidental purposes, as granted to Salt Lake Pipe Line Co., in the document recorded October 23, 1947 as Entry No. 76757 in Book Z of Miscellaneous Records at Page 51 of Official Records.
18. A Right of Way Easement, which affects said land, to construct, operate and maintain such communication and other facilities, from time to time, as Grantee may require, and incidental purposes, as granted to the Mountain States Telephone and Telegraph Company, in the document recorded April 20, 1988 as Entry No. 289373 in Book 474 at Page 810 of Official Records.
19. An Easement, which affects said land, for the erection, operation and maintenance of electric transmission and distribution lines, communication circuits, fiber optic cables and associated facilities, and 9 poles and 3 guy anchors, with the necessary guys, stubs, cross arms, braces and other attachments affixed thereto, for the support of said lines and circuits, and incidental purposes, as granted to Utah Power & Light Company, in the document recorded October 31, 1988 as Entry No. 299434 in Book 499 at page 9 of Official Records.
20. The effect, if any, of the Snyderville Basin Basin Wetland Advance Identification Study and Wetland Functional Assessment Interpretive Report prepared for the Department of the Army U.S. Corps of Engineers; recorded December 26, 1995 as Entry No. 445167 in Book 934 at page 1 of Official Records.
21. All easements, notes and recitals set forth and shown on the recorded plat.

(Continued)

SCHEDULE B - Section 2  
Exceptions

22. A Deed of Trust by and between Summit County, a political subdivision of the State of Utah and a body politic, as to an undivided 19% interest and Snyderville Basin Special Recreation District, a local district of the State of Utah, as to an undivided 81% interest, as tenants in common as Trustor in favor of U.S. Title Insurance Agency, LLC as Trustee and Our Family Cabin, LLC as Beneficiary, to secure an original indebtedness of \$1,425,000.00 and any other amounts or obligations secured thereby, dated June 25, 2012 and recorded June 25, 2012 as Entry No. 947802 in Book 2133 at Page 1984 of Official Records.
23. A Conservation Easement (Open Space and Recreational Uses), which affects said land, for a perpetual conservation easement, and incidental purposes, as granted to Utah Open Lands Conservation Association, Inc., a Utah not-for profit corporation, in the document recorded June 25, 2012 as Entry No. 947803 in Book 2133 at Page 1993 of Official Records.

\* \* \*

The name(s) Summit County, Snyderville Basin Special Recreation District and Park City Municipal Corporation, a government agency exempt from execution pursuant to Utah Code Annotated 63-30-22, has NOT been checked for judgments, State and Federal Tax Liens, or Bankruptcies.

\* \* \*

For inquiries about your closing or other Escrow matters please contact Escrow Officer: Corinne S. Woodward at 435-615-1148. E-Mail: [cwoodward@ustitleutah.com](mailto:cwoodward@ustitleutah.com)

For inquiries about this title commitment or other Title Matters please contact Title Officer: Kathie Johnston at 435-615-1148. E-Mail: [mkjohnston@ustitleutah.com](mailto:mkjohnston@ustitleutah.com).

\* \* \*

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company, at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of this Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring liability and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance of \$2,000,000.00 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www/alta.org/>.

**The First American Corporation  
US Title of Utah**

Privacy Policy

**We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

**Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with the Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Exhibit "F"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Title Commitment to Kimball Open Space**

**[see attached]**

DRAFT

Effective Date: November 28, 2012 @ 8:00 a.m.

1.	Policy or Policies to be issued:	Amount	Premium
(a)	ALTA 2006 Owner's Policy: Proposed Insured:	\$3,500,000.00	\$7,520.00

**Snyderville Basin Special Recreation District as to an undivided 63% interest; and  
Summit County, as to an undivided 37% interest**

(b)	ALTA 2006 Loan Policy Proposed Insured:	\$	\$0.00
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Endorsements: \$0.00

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

**Park City Municipal Corporation and Summit County**

3. The land referred to in this Commitment is described as follows:

All of Lots 2 and 3, KIMBALL JUNCTION SUBDIVISION FIRST AMENDED; according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

Said property is located in SUMMIT County, State of Utah also known as:

NO SITUS ADDRESS ASSIGNED

, .

Parcel Identification Number: KJS-2-1AM-X and KJS-3-1AM-X

SCHEDULE B - SECTION 1  
Requirements

The following are the requirements to be complied with:

1. Pay the Agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.
6. Pay any amounts due under Exception No. 9 through 13.
7. Information and indemnification, as necessary, regarding mechanic's and/or materialmen's liens, parties in possession, and any and all other matters which are known to the seller and/or buyer, but not known by the Title Company. The Company will require the seller to sign an Affidavit regarding such matters.
8. This commitment and any requested endorsements must be submitted to our Underwriter for approval. U.S. Title Company may amend this commitment or add additional requirements at the underwriter's request to gain that approval. Failure to fulfill any additional requirements may result in a denial of coverage.
9. In order to prevent any delays in your closing, please send the above requested documentation and/or information, as soon as possible to: Kathie Johnston at 1630 Shortline Road, 3rd Floor, Park City, UT 84060.

Upon receipt and review of the requested documentation/information, the Company may add further exceptions and/or requirements to this commitment. Failure to fulfill the requirements shown herein may impair the Company's ability to insure this transaction and may result in a denial of coverage.

10. In the event the transaction for which this commitment is furnished cancels, the Company reserves the right to charge a cancellation fee.

SCHEDULE B - Section 2  
Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

Part I:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; (b) proceedings by a public agency that may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the public records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claim: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof: (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Said property is owned by a tax exempt entity and as such its interest is not assessed. Tax ID No. KJS-2-1AM-X and KJS-3-1AM-X.
9. The property described herein is located within the boundaries of Weber Basin Water Conservancy District, and is subject to any and all charges and assessments thereof.
10. The property described herein is located within the boundaries of Snyderville Basin Water Reclamation District, and is subject to any and all charges and assessments thereof.
11. The property described herein is located within the boundaries of Summit County Special Service District No. 1, and is subject to any and all charges and assessments thereof.

(Continued)

SCHEDULE B - Section 2  
Exceptions

12. The property described herein is located within the boundaries of Snyderville Basin Special Recreation District, and is subject to any and all charges and assessments thereof.
13. The property described herein is located within the bounds of Park City Fire Protection Special Service District and is subject to the charges and assessments thereof

14. Reservations contained in that certain Patent, issued by the United States of America, and recorded June 27, 1898 as Entry No. 6601 in Book J of Miscellaneous Records at Page 169 of Official Records:

"Yet excluding from the transfers by these presents, all mineral lands should any be found to exist in the tract described in the foregoing, but the exclusion and exception, according to the terms of the Statute, shall not be construed to include coal and iron."

15. Reservations contained in that certain Warranty Deed executed by the Union Pacific Railroad Company, and recorded June 2, 1904 as Entry No. 12781 in Book H of Warranty Deeds at Page 276, of Official Records, said reservations being set forth as follows:

"Excepting and reserving to the Union Pacific Railroad Company, its successors and/or assigns:

First: All coal and other minerals within or underlying said lands

Second: The exclusive right to prospect in and upon said land for coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all coal and other minerals which may be found by anyone.

Third: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such coal and other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operations of such prospect places, mines and for roads and approaches thereto or for removal therefrom of coal, mineral, machinery or other material.

Fourth: The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any changes in the form of construction of method of operation of said railroad."

The Company makes no assurances as to the current ownership and/or status of any mineral rights reserved therein.

16. Subject to the right of proprietor of a vein or lode to extract and remove his ore should the same be found to penetrate or intersect the premises, as reserved in that certain Deed of Patent issued by the United States of America and recorded October 17, 1904 as Entry No. 13067 (also shown as 14067) in Book H of Warranty Deeds at Page 309 of Official Records.

(Continued)

SCHEDULE B - Section 2  
Exceptions

17. An Easement, which affects said land, to lay, construct, operate and maintain pipe lines and appurtenances thereof for the transportation of oil, petroleum, gas, gasoline, water or other substances and to erect, maintain and operate telegraph, telephone or power lines, with the right of ingress and egress, and incidental purposes, as granted to Salt Lake Pipe Line Company, a Nevada corporation, in the document recorded October 23, 1947 as Entry No. 76760 in Book Z of Miscellaneous Records at page 54 of Official Records.

An Affidavit to described the centerline of said easement was recorded October 15, 1948 as Entry No. 77995 in Book Z of Miscellaneous Records at page 302.

A portion of said Easement was released in that certain Release of Easement recorded May 8, 2000 as Entry No. 564981 in Book 1318 at page 175 of Official Records.

18. An Easement, which affects said land, to lay, construct, operate and maintain pipe lines and appurtenances thereof for the transportation of oil, petroleum, gas, gasoline, water or other substances and to erect, maintain and operate telegraph, telephone or power lines, with the right of ingress and egress, and incidental purposes, as granted to Salt Lake Pipe Line Company, a Nevada corporation, in the document recorded October 23, 1947 as Entry No. 76761 in Book Z of Miscellaneous Records at page 56 of Official Records.

An Affidavit to described the centerline of said easement was recorded October 15, 1948 as Entry No. 77994 in Book of Miscellaneous Records at page 301.

19. An Easement, which affects said land, to lay, construct, operate and maintain pipe lines and appurtenances thereof for the transportation of oil, petroleum, gas, gasoline, water or other substances and to erect, maintain and operate telegraph, telephone or power lines, with the right of ingress and egress, and incidental purposes, as granted to Salt Lake Pipe Line Company, a Nevada corporation, in the document recorded October 23, 1947 as Entry No. 76762 in Book Z of Miscellaneous Records at page 57 of Official Records.

An Affidavit to described the centerline of said easement was recorded October 15, 1948 as Entry No. 77993 in Book Z of Miscellaneous Records at page 300.

20. An Easement, which affects said land, to lay, construct, operate and maintain pipe lines and appurtenances thereof for the transportation of oil, petroleum, gas, gasoline, water or other substances and to erect, maintain and operate telegraph, telephone or power lines, with the right of ingress and egress, and incidental purposes, as granted to Salt Lake Pipe Line Company, a Nevada corporation, in the document recorded March 30, 1948 as Entry No. 77267 in Book Z of Miscellaneous Records at page 183 of Official Records.

An Affidavit to described the centerline of said easement was recorded November 23, 1948 as Entry No. 78180 in Book Z of Miscellaneous Records at page 373.

(Continued)



SCHEDULE B - Section 2  
Exceptions

21. A Pole Line Easement, which affects said land, fro the erection and continued maintenance of the electric transmission, distribution and telephone circuits of the Grantee, together with all necessary appurtenant structures thereto, and incidental purposes, as granted to Utah Power & Light Company, in the document recorded November 21, 1966 as Entry No. 104315 in Book M-8 at Page 569 of Official Records.

A portion of said Easement was released by that certain Partial Release of Easement, recorded February 25, 2003 as Entry No. 649249 in Book 1513 at page 1881 of Official Records.

22. Said property is subject to a right of way for a transmission line 20 feet wide, as granted to Utah Power & Light Company in that certain Warranty Deed recorded December 6, 1973 as Entry No. 121729 in Book M-52 at page 561 of Official Records.
23. Said property is subject to a right of way for a transmission line 20 feet wide, as granted to Utah Power & Light Company in that certain Warranty Deed recorded December 28, 1975 as Entry No. 126105 in Book M-64 at page 461 of Official Records.
24. A Road and Utility Right-of-Way Option Agreement, which affects said land, for road and utility purposes, and incidental purposes, as granted to Canyon Rim Stake of the Church of Jesus Christ of Latter-Day Saints and Otto Buehner & Company Profit Sharing Trust, and made subject to the terms and conditions contained in the document recorded July 8, 1987 as Entry No. 273777 in Book 437 at Page 382 of Official Records.
- The interest of the Otto Buehner & Company Profit Sharing Trust, in and to said agreement was assigned to Property Reserve Inc., by that certain Assignment recorded January 6, 1994 as Entry No. 395417 in book 779 at page 26 of Official Records.
25. The covenants, terms, conditions and recitals contained in that certain Special Warranty Deed, recorded January 6, 1994 as Entry No. 395396 in Book 778 at page 807 of Official Records. See said document for full particulars.
26. The covenants, terms, conditions and recitals contained in that certain Quit Claim Deed, recorded January 6, 1994 as Entry No. 395398 in Book 778 at page 811 of Official Records. See said document for full particulars.
27. The covenants, terms, conditions and recitals contained in that certain Quit Claim Deed, recorded January 6, 1994 as Entry No. 395399 in Book 778 at page 814 of Official Records. See said document for full particulars.
28. A Grant of Easements, which affects said land, for a pipeline, utility and drainage line, waterline, pump station, protection zone and access road, and incidental purposes, as granted to Summit Water Distribution Company, a Utah non-profit mutual water company, in the document recorded February 27, 1996 as Entry No. 448978 in Book 947 at Page 349 of Official Records.

(Continued)

SCHEDULE B - Section 2  
Exceptions

29. A Grant of Easement, which affects said land, to construct, operate, repair and maintain sewers and pipes, including all necessary fixtures, and incidental purposes, as granted to Snyderville Basin Sewer Improvements District, in the document recorded April 20, 1999 as Entry No. 536561 in Book 1249 at Page 685 of Official Records.
30. A Grant of Easement, which affects said land, to construct, operate, repair and maintain sewers and pipes, including all necessary fixtures, and incidental purposes, as granted to Snyderville Basin Sewer Improvements District, in the document recorded April 20, 1999 as Entry No. 536562 in Book 1249 at Page 687 of Official Records.
31. **Deleted by US Title Insurance Agency, L.L.C.**
32. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547056 in Book 1284 at page 150 of Official Records.
33. An Easement, which affects said land, for the construction thereon of a drainage facility and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547057 in Book 1284 at page 163 of Official Records.
34. An Easement, which affects said land, for the construction thereon of a drainage facility and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547060 in Book 1284 at page 171 of Official Records.
35. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547061 in Book 1284 at page 173 of Official Records.
36. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547064 in Book 1284 at page 180 of Official Records.
37. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547065 in Book 1284 at page 183 of Official Records.

(Continued)

SCHEDULE B - Section 2  
Exceptions

38. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547066 in Book 1284 at page 185 of Official Records.
39. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547068 in Book 1284 at page 190 of Official Records.
40. An Easement, which affects said land, for the construction thereon of a drainage facility and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547070 in Book 1284 at page 194 of Official Records.
41. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547072 in Book 1284 at page 198 of Official Records.
42. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547073 in Book 1284 at page 201 of Official Records.
43. An Easement, which affects said land, for the construction thereon of a drainage facility and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547074 in Book 1284 at page 204 of Official Records.
44. An Easement, which affects said land, for the construction thereon of a drainage facility and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547076 in Book 1284 at page 208 of Official Records.
45. An Easement, which affects said land, for the construction thereon of a drainage facility and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547077 in Book 1284 at page 210 of Official Records.
46. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547079 in Book 1284 at page 214 of Official Records.

(Continued)

SCHEDULE B - Section 2  
Exceptions

47. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547080 in Book 1284 at page 216 of Official Records.
48. An Easement, which affects said land, for the construction thereon of a drainage facility, cut and/or fill slopes and appurtenant parts thereof , and incidental purposes, as granted to Utah Department of Transportation, in the document recorded August 23, 1999 as Entry No. 547081 in Book 1284 at page 219 of Official Records.
49. A Right of Way Easement, which affects said land, for the construction, operation, maintenance and removal of electric power transmission, distribution and communication lines and accessory poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits therefore, and incidental purposes, as granted to PacifiCorp, an Oregon corporation, in the document recorded September 23, 1999 as Entry No. 549240 in Book 1288 at Page 72 of Official Records.
50. Said property is subject to a Drinking Water Source Protection Plan for Summit County, Utah SWDC U224 Well, as disclosed by that certain Agreement recorded July 31, 2000 as Entry No. 569953 in Book 1327 at page 1023 of Official Records.
51. A Right of Way Easement, which affects said land, for the purpose of constructing underground electric power distribution and communication lines, including the right and privilege at any time and from time to time enter on said right-of-way to maintain, repair, enlarge and relocate underground cables, wires, fibers, and other conductors and conduits therefore, and pads, transformers, switches, vaults and cabinets and all appurtenances thereto, and incidental purposes, as granted to PacifiCorp, an Oregon corporation, in the document recorded August 21, 2001 as Entry No. 596295 in Book 1389 at Page 1330 of Official Records.
- A Correction Right of Way Easement was recorded January 13, 2003 as Entry No. 644446 in Book 1503 at page 1568 of Official Records.
52. The terms and conditions of that certain unrecorded Site Lease, by and between Property Reserve, Inc., a Utah non-profit corporation and VoiceStream PCS II Corporation; and disclosed by that certain Memorandum of Lease and Option recorded November 2, 2001 as Entry No. 602316 in Book 1407 at Page 692 of Official Records.
53. The terms and conditions of that certain unrecorded Site License Agreement, by and between VoiceStream PCS II Corporation and Nextel West Corp., a Delaware corporation; and disclosed by that certain Memorandum of Agreement recorded February 4, 2002 as Entry No. 610273 in Book 1432 at Page 1912 of Official Records.

(Continued)

SCHEDULE B - Section 2  
Exceptions

54. The terms and conditions of that certain unrecorded Site Lease, by and between Property Reserve, Inc., a Utah non-profit corporation and VoiceStream PCS II Corporation; and disclosed by that certain Memorandum of Lease and Option recorded February 4, 2002 as Entry No. 610274 in Book 1432 at Page 1919 of Official Records.
55. A Waterline & Reservoir Easement Agreement, which affects said land, a perpetual non-exclusive (i) waterline Easement, (ii) reservoir easement and, (iii) an access easement over the existing dirt roads, and incidental purposes, as granted to Summit Water Distribution Company, in the document recorded December 31, 2008 as Entry No. 861933 in Book 1961 at Page 1888 of Official Records.
56. Minerals, water and water rights and other reservations in that certain Special Warranty Deed, issued by Property Reserve, Inc., a Utah non-profit corporation and recorded December 31, 2008 as Entry No. 861936 in Book 1961 at Page 1905 of Official Records.
- The Company makes no assurances as to the current ownership and/or status of any mineral rights and/or water and water rights reserved therein.
57. All easements, notes and recitals set forth and shown on the recorded plat.
58. The easements, terms and conditions of that certain Declaration of Easement by and between Suburban Land Reserve, Inc., a Utah corporation and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole; and recorded December 31, 2008 as Entry No. 861938 in Book 1961 at page 1912 of Official Records. See said document for full particulars.
59. Declaration and Notice of Use Restrictions, recorded November 4, 2010 as Entry No. 910221 in Book 2055 at Page 792 of Official Records, but deleting any covenant, conditions or restrictions indicating a preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
60. A Notice of Conditional Use Permit, filed by Summit County; and recorded November 3, 2012 as Entry No. 954396 in Book 2149 at page 1479 of Official Records. See said document for full particulars.

\* \* \*

The name(s) Park City Municipal Corporation, Snyderville Basin Special Recreation District and Summit County, a government agency exempt from execution pursuant to Utah Code Annotated 63-30-22, has NOT been checked for judgments, State and Federal Tax Liens, or Bankruptcies.

(Continued)

SCHEDULE B - Section 2  
Exceptions

\* \* \*

For inquiries about your closing or other Escrow matters please contact Escrow Officer: Corinne S. Woodward at 435-615-1148. E-Mail: cwoodward@ustitleutah.com

For inquiries about this title commitment or other Title Matters please contact Title Officer: Kathie Johnston at 435-615-1148. E-Mail: mkjohnston@ustitleutah.com.

\* \* \*

NOTE: The Policy(ies) to be issued as a result of this Commitment may contain an Arbitration Clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company, at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of this Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring liability and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance of \$2,000,000.00 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www/alta.org/>.

**The First American Corporation  
US Title of Utah**

Privacy Policy

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**Types of Information**

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- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

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**Exhibit "G"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Special Warranty Deed – Gillmor Open Space  
(County to District)**

**[see attached]**

DRAFT

**AFTER RECORDED, PLEASE RETURN TO:**

Snyderville Basin Special Recreation District  
5715 Trailside Drive  
Park City, Utah 84098

**SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, Summit County, a body politic of the State of Utah, having a mailing address of 60 N. Main, P.O. Box 128, Coalville, Utah 84017 (the “**Grantor**”) hereby CONVEYS AND WARRANTS, against those claiming by, through and under the Grantor and not otherwise, to, the Snyderville Basin Special Recreation District, a local district of the State of Utah, having a mailing address at 5715 Trailside Drive, Park City, Utah 84098 (the “**Grantee**”), the Grantor’s right, title and interest in and to that certain tract of land located in Summit County, State of Utah, as follows:

Lot 4, Gillmor Subdivision, according to the official plat thereof on file with the Summit County Recorder, approximately 292 acres (the “Subject Property”)

**SS-59-A & SS-58-X**

SUBJECT TO all restrictions, reservations, conservation easements and other conditions of record as may be disclosed by a record examination of title.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and its successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee is owner in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantor and not otherwise.

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Deed for the purposes stated in it.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Summit County, Utah

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH )  
 ) :ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, of Summit County, Utah.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**Exhibit "H"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Quitclaim Deed – Quitclaim Properties**  
**(County to District)**

**[see attached]**

DRAFT

**WHEN RECORDED, RETURN TO:**  
Snyderville Basin Special Recreation District  
5715 Trailside Drive  
Park City, Utah 84098

Tax Parcel Nos. SS-59-X and SS-59-A-2-X

## QUIT-CLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, **SUMMIT COUNTY**, a political subdivision of the State of Utah, whose address is P.O. Box 128, 60 N. Main, Coalville, Utah 84017 ("Grantor"), hereby quitclaims to **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a local district of the State of Utah, whose address is 5715 Trailside Drive, Park City, Utah 84098 ("Grantee"), those certain tracts of land located in Summit County, State of Utah, as described in **Exhibit A** attached hereto (the "Subject Property").

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Quit-Claim Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Quit-Claim Deed for the purposes stated in it.

DATED as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

Summit County, a political subdivision of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH                                    )  
  : ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, the \_\_\_\_\_ of Summit County, a political subdivision of the State of Utah.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

## EXHIBIT A

### Legal Description of Subject Property

#### TRACT ONE:

A portion of land lying outside the legal described boundary of Tax Parcel SS-59-A, but within the existing, historic fence lines that are located on Tax Parcel SS-57-2-A-X and Tax Parcel SS-59-X. Located in Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, described as follows:

Commence at the Northeast corner of Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian; Thence along the East line of said Section 28 South  $01^{\circ} 02' 41''$  East a distance of 2,666.45 feet to the East Quarter Corner of said Section 28; Thence continuing along said East Section line South  $01^{\circ} 02' 41''$  East a distance of 526.31 feet to the Point of Beginning, said point also being the Southeast property corner of Tax Parcel SS-59-A; Thence, backtracking along said East line of Section 28, North  $001^{\circ} 02' 41''$  West a distance of 629.4 feet, more or less, to a point of intersection of an existing wire fence and said East line of Section 28; Thence leaving said East line of Section 28 and continuing along said existing wire fence South  $1^{\circ} 34' 49''$  East a distance of 817.7 feet, more or less to the point of intersection of an existing East-West wire fence; Thence continuing Westerly along said existing East-West wire fence the following twenty-five (25) calls; (1) South  $88^{\circ} 50' 35''$  West a distance of 8.5 feet, more or less; (2) South  $88^{\circ} 15' 16''$  West a distance of 67.9 feet, more or less; (3) North  $89^{\circ} 58' 50''$  West a distance of 105.4 feet, more or less; (4) North  $88^{\circ} 41' 59''$  West a distance of 140.9 feet, more or less; (5) North  $87^{\circ} 26' 20''$  West a distance of 316.4 feet, more or less; (6) North  $88^{\circ} 44' 04''$  West a distance of 313.1 feet, more or less; (7) North  $87^{\circ} 53' 00''$  West a distance of 409.4 feet, more or less; (8) North  $88^{\circ} 52' 10''$  West a distance of 133.1 feet, more or less; (9) South  $88^{\circ} 03' 50''$  West a distance of 37.8 feet, more or less; (10) South  $85^{\circ} 06' 02''$  West a distance of 54.6 feet, more or less; (11) South  $82^{\circ} 20' 44''$  West a distance of 138.2 feet, more or less, to the point of a fence corner; (12) South  $14^{\circ} 10' 26''$  East a distance of 80.1 feet, more or less, to the point of a fence corner; (13) South  $50^{\circ} 51' 55''$  West a distance of 129.7 feet, more or less, to the point of a fence corner; (14) North  $67^{\circ} 22' 03''$  West a distance of 208.3 feet, more or less, to the point of a fence corner; (15) North  $89^{\circ} 38' 34''$  West a distance of 305.0 feet, more or less; (16) South  $87^{\circ} 59' 48''$  West a distance of 116.2 feet, more or less; (17) South  $87^{\circ} 39' 29''$  West a distance of 263.4 feet, more or less to the point of a fence corner; (18) North  $74^{\circ} 06' 23''$  West a distance of 417.2 feet, more or less; (19) North  $75^{\circ} 41' 50''$  West a distance of 114.2 feet, more or less; (20) North  $80^{\circ} 21' 47''$  West a distance of 126.1 feet, more or less; (21) North  $81^{\circ} 04' 47''$  West a distance of 83.0 feet, more or less; (22) North  $81^{\circ} 59' 19''$  West a distance of 232.4 feet, more or less; (23) North  $86^{\circ} 00' 41''$  West a distance of 673.3 feet, more or less, to the point of a fence corner; (24) South  $4^{\circ} 18' 20''$  West a distance of 347.9 feet, more or less, to the point of a fence corner; (25) South  $72^{\circ} 39' 52''$  West a distance of 13.9 feet, more or less; Thence leaving said existing East-West fence, North  $00^{\circ} 04' 28''$  East a distance of 15.2 feet, more or less to a South-Westerly boundary corner of said Parcel SS-59-A; Thence Northerly and Easterly along the boundary line of said Tax Parcel SS-59-A the following two (2) calls: (1) North  $00^{\circ} 04' 28''$  East a distance of 350.80 feet to a boundary corner; (2) South  $89^{\circ} 55' 32''$  East a distance of 4,328.47 feet to the Southeast property corner of said tax parcel SS-59-A, said point also being the point of beginning.

Contains: 16.75 Acres (729,429 s.f.), more or less.

**TRACT TWO:**

Located in Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, described as follows:

Commence at the Southwest Corner of the Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South  $88^{\circ}25'45''$  East 1023.00 feet along the section line and North  $00^{\circ}04'28''$  East 1732.50 feet to the TRUE POINT OF BEGINNING; Thence backtracking South  $00^{\circ}04'28''$  West a distance of 1732.50 feet to the south line of said Section 28; Thence along said south Section Line North  $88^{\circ}25'45''$  West a distance of 71.82 feet, more or less, to the east property line of Tax Parcel SS-60-1; Thence along said east property line of Tax Parcel SS-60-1 North  $03^{\circ}19'50''$  West a distance of 442.31 feet, more or less to the common easterly corner between Tax Parcels SS-60-1 and SS-60-3; thence along the east boundary line of said Tax Parcel SS-60-3 North  $03^{\circ}19'50''$  West a distance of 444.71 feet, more or less to the common easterly property corner between Tax Parcels SS-60-3 and SS-60; Thence along the easterly property line of said Tax Parcel SS-60 the following two (2) calls: (1) North  $01^{\circ}04'56''$  west a distance of 398.85 feet, more or less; (2) North  $24^{\circ}57'56''$  West a distance of 367.09 feet, more or less to the common easterly property corner between Tax Parcels SS-60 and SS-60-F-1; Thence along the northeasterly property line of said Tax Parcel SS-60-F-1 North  $55^{\circ}08'08''$  West a distance of 199.23 feet, more or less to a southwesterly property corner of Tax Parcel SS-59-A; Thence along the southerly property line of said Tax Parcel SS-59-A South  $89^{\circ}55'32''$  East a distance of 348.45 feet, more or less to the point of beginning.

Contains 2.70 Acres (117,424 s.f.), more or less.

**Exhibit "I"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Special Warranty Deed – Kimball Open Space  
(City to County)**

**[see attached]**

DRAFT



**AFTER RECORDED, PLEASE RETURN TO:**

Summit County  
Attn: County Attorney  
P.O. Box 128  
Coalville, Utah 84017

**SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, Park City Municipal Corporation, a municipal corporation, having a mailing address at P.O. Box 1480, 445 Marsac Avenue, Park City, Utah 84060 (the “**Grantor**”) hereby CONVEYS AND WARRANTS, against those claiming by, through and under the Grantor and not otherwise, to Summit County, a political subdivision of the State of Utah, having a mailing address at P.O. Box 128, 60 N. Main, Coalville, Utah 84017 (the “**Grantee**”), the Grantor’s right, title and interest in and to that certain tracts of land located in Summit County, State of Utah, as follows:

Lots 2 and 3, Kimball Junction Subdivision, First Amended, according to the official plat thereof on file with the Summit County Recorder, entry number 00909755 (the “Subject Property”)

SUBJECT TO all restrictions, reservations, conservation easements and other conditions of record as may be disclosed by a record examination of title.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and their successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee are owners in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantor and not otherwise.

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Deed for the purposes stated in it.

DATED as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

Park City Municipal Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH )  
                                  ) :ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2013, by \_\_\_\_\_, of Park City  
Municipal Corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**Exhibit "J"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Special Warranty Deed – Kimball Open Space**  
**(County to District)**

[see attached]

DRAFT

**AFTER RECORDED, PLEASE RETURN TO:**

Snyderville Basin Special Recreation District  
5715 Trailside Drive  
Park City, Utah 84098

**SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, Summit County, a political subdivision of the State of Utah, having a mailing address at P.O. Box 128, 60 N. Main, Coalville, Utah 84017 (the “**Grantor**”) hereby CONVEYS AND WARRANTS, against those claiming by, through and under the Grantor and not otherwise, to Snyderville Basin Special Recreation District, a local district of the State of Utah, having a mailing address at 5715 Trailside Drive, Park City, Utah 84098 (the “**Grantee**”), the Grantor’s right, title and undivided interest in and to 63% of that certain tract of land located in Summit County, State of Utah, as follows:

Lots 2 and 3, Kimball Junction Subdivision, First Amended, according to the official plat thereof on file with the Summit County Recorder, entry number 00909755 (the “Subject Property”)

SUBJECT TO all restrictions, reservations, conservation easements and other conditions of record as may be disclosed by a record examination of title.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and their successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee are owners in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantor and not otherwise.

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Deed for the purposes stated in it.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Summit County

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH )  
  ) :ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, of Summit County.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**Exhibit "K"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Special Warranty Deed – Gillmor Open Space  
(District to City)**

**[see attached]**

**DRAFT**

**AFTER RECORDED, PLEASE RETURN TO:**

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

**SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, the Snyderville Basin Special Recreation District, a local district of the State of Utah, having a mailing address at 5715 Trailside Drive, Park City, Utah 84098 (the “**Grantor**”) hereby CONVEYS AND WARRANTS, against those claiming by, through and under the Grantor and not otherwise, to Park City Municipal Corporation, (the “**Grantee**”) having a mailing address at P.O. Box 1480, 445 Marsac Avenue, Park City, Utah 84060, the Grantor’s right, title and interest in and to that certain tract of land located in Summit County, State of Utah, as follows:

Lot 4, Gillmor Subdivision, according to the official plat thereof on file with the Summit County Recorder, approximately 292 acres (the “Subject Property”)

**SS-59-A & SS-58-X**

SUBJECT TO all restrictions, reservations, conservation easements and other conditions of record as may be disclosed by a record examination of title.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and its successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee is owner in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantor and not otherwise.

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Deed for the purposes stated in it.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Snyderville Basin Special Recreation District

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, of Snyderville Basin Special Recreation District.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



**Exhibit "L"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Quitclaim Deed – Quitclaim Properties  
(District to City)**

**[see attached]**

**DRAFT**

**WHEN RECORDED, RETURN TO:**

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

Tax Parcel Nos. SS-59-X and SS-59-A-2-X

**QUIT-CLAIM DEED**

FOR GOOD AND VALUABLE CONSIDERATION, the **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a local district of the State of Utah, whose address is 5715 Trailside Drive, Park City, Utah 84098 ("Grantors"), hereby quitclaims to **PARK CITY MUNICIPAL CORPORATION**, whose address is P.O. Box 1480, 445 Marsac Avenue, Park City, Utah 84060 ("Grantee"), those certain tracts of land located in Summit County, State of Utah, as described in **Exhibit A** attached hereto (the "Subject Property").

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Quit-Claim Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Quit-Claim Deed for the purposes stated in it.

DATED as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

Snyderville Basin Special Recreation District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH                    )  
  : ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, the \_\_\_\_\_ of Snyderville Basin Special Recreation District.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

## EXHIBIT A

### Legal Description of Subject Property

#### TRACT ONE:

A portion of land lying outside the legal described boundary of Tax Parcel SS-59-A, but within the existing, historic fence lines that are located on Tax Parcel SS-57-2-A-X and Tax Parcel SS-59-X. Located in Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, described as follows:

Commence at the Northeast corner of Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian; Thence along the East line of said Section 28 South  $01^{\circ} 02' 41''$  East a distance of 2,666.45 feet to the East Quarter Corner of said Section 28; Thence continuing along said East Section line South  $01^{\circ} 02' 41''$  East a distance of 526.31 feet to the Point of Beginning, said point also being the Southeast property corner of Tax Parcel SS-59-A; Thence, backtracking along said East line of Section 28, North  $001^{\circ} 02' 41''$  West a distance of 629.4 feet, more or less, to a point of intersection of an existing wire fence and said East line of Section 28; Thence leaving said East line of Section 28 and continuing along said existing wire fence South  $1^{\circ} 34' 49''$  East a distance of 817.7 feet, more or less to the point of intersection of an existing East-West wire fence; Thence continuing Westerly along said existing East-West wire fence the following twenty-five (25) calls; (1) South  $88^{\circ} 50' 35''$  West a distance of 8.5 feet, more or less; (2) South  $88^{\circ} 15' 16''$  West a distance of 67.9 feet, more or less; (3) North  $89^{\circ} 58' 50''$  West a distance of 105.4 feet, more or less; (4) North  $88^{\circ} 41' 59''$  West a distance of 140.9 feet, more or less; (5) North  $87^{\circ} 26' 20''$  West a distance of 316.4 feet, more or less; (6) North  $88^{\circ} 44' 04''$  West a distance of 313.1 feet, more or less; (7) North  $87^{\circ} 53' 00''$  West a distance of 409.4 feet, more or less; (8) North  $88^{\circ} 52' 10''$  West a distance of 133.1 feet, more or less; (9) South  $88^{\circ} 03' 50''$  West a distance of 37.8 feet, more or less; (10) South  $85^{\circ} 06' 02''$  West a distance of 54.6 feet, more or less; (11) South  $82^{\circ} 20' 44''$  West a distance of 138.2 feet, more or less, to the point of a fence corner; (12) South  $14^{\circ} 10' 26''$  East a distance of 80.1 feet, more or less, to the point of a fence corner; (13) South  $50^{\circ} 51' 55''$  West a distance of 129.7 feet, more or less, to the point of a fence corner; (14) North  $67^{\circ} 22' 03''$  West a distance of 208.3 feet, more or less, to the point of a fence corner; (15) North  $89^{\circ} 38' 34''$  West a distance of 305.0 feet, more or less; (16) South  $87^{\circ} 59' 48''$  West a distance of 116.2 feet, more or less; (17) South  $87^{\circ} 39' 29''$  West a distance of 263.4 feet, more or less to the point of a fence corner; (18) North  $74^{\circ} 06' 23''$  West a distance of 417.2 feet, more or less; (19) North  $75^{\circ} 41' 50''$  West a distance of 114.2 feet, more or less; (20) North  $80^{\circ} 21' 47''$  West a distance of 126.1 feet, more or less; (21) North  $81^{\circ} 04' 47''$  West a distance of 83.0 feet, more or less; (22) North  $81^{\circ} 59' 19''$  West a distance of 232.4 feet, more or less; (23) North  $86^{\circ} 00' 41''$  West a distance of 673.3 feet, more or less, to the point of a fence corner; (24) South  $4^{\circ} 18' 20''$  West a distance of 347.9 feet, more or less, to the point of a fence corner; (25) South  $72^{\circ} 39' 52''$  West a distance of 13.9 feet, more or less; Thence leaving said existing East-West fence, North  $00^{\circ} 04' 28''$  East a distance of 15.2 feet, more or less to a South-Westerly boundary corner of said Parcel SS-59-A; Thence Northerly and Easterly along the boundary line of said Tax Parcel SS-59-A the following two (2) calls: (1) North  $00^{\circ} 04' 28''$  East a distance of 350.80 feet to a boundary corner; (2) South  $89^{\circ} 55' 32''$  East a distance of 4,328.47 feet to the Southeast property corner of said tax parcel SS-59-A, said point also being the point of beginning.

Contains: 16.75 Acres (729,429 s.f.), more or less.

**TRACT TWO:**

Located in Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, described as follows:

Commence at the Southwest Corner of the Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence South  $88^{\circ}25'45''$  East 1023.00 feet along the section line and North  $00^{\circ}04'28''$  East 1732.50 feet to the TRUE POINT OF BEGINNING; Thence backtracking South  $00^{\circ}04'28''$  West a distance of 1732.50 feet to the south line of said Section 28; Thence along said south Section Line North  $88^{\circ}25'45''$  West a distance of 71.82 feet, more or less, to the east property line of Tax Parcel SS-60-1; Thence along said east property line of Tax Parcel SS-60-1 North  $03^{\circ}19'50''$  West a distance of 442.31 feet, more or less to the common easterly corner between Tax Parcels SS-60-1 and SS-60-3; thence along the east boundary line of said Tax Parcel SS-60-3 North  $03^{\circ}19'50''$  West a distance of 444.71 feet, more or less to the common easterly property corner between Tax Parcels SS-60-3 and SS-60; Thence along the easterly property line of said Tax Parcel SS-60 the following two (2) calls: (1) North  $01^{\circ}04'56''$  west a distance of 398.85 feet, more or less; (2) North  $24^{\circ}57'56''$  West a distance of 367.09 feet, more or less to the common easterly property corner between Tax Parcels SS-60 and SS-60-F-1; Thence along the northeasterly property line of said Tax Parcel SS-60-F-1 North  $55^{\circ}08'08''$  West a distance of 199.23 feet, more or less to a southwesterly property corner of Tax Parcel SS-59-A; Thence along the southerly property line of said Tax Parcel SS-59-A South  $89^{\circ}55'32''$  East a distance of 348.45 feet, more or less to the point of beginning.

Contains 2.70 Acres (117,424 s.f.), more or less.

**Exhibit "M"**  
**To**  
**Open Space Purchase and Exchange Agreement**

**Special Warranty Deed – KJS Lot 5**  
**(City and County to UAF)**

**[see attached]**

**DRAFT**

**AFTER RECORDED, PLEASE RETURN TO:**

Utah Athletic Foundation  
3419 Olympic Parkway  
P.O. Box 980337  
Park City, Utah 84098

**SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, Summit County, a political subdivision of the State of Utah, having a mailing address at P.O. Box 128, 60 N. Main, Coalville, Utah 84017, and Park City Municipal Corporation, a municipal corporation, having a mailing address at P.O. Box 1480, 445 Marsac Avenue, Park City, Utah 84060 (the “Grantors”) hereby CONVEY AND WARRANT, against those claiming by, through and under the Grantors and not otherwise, to Utah Athletic Foundation, having a mailing address at 3419 Olympic Parkway, P.O. Box 980337, Park City, Utah 84098 (the “Grantee”), the Grantors’ right, title and interest in and to that certain tract of land located in Summit County, State of Utah, as follows:

Lot 5, Kimball Junction Subdivision, First Amended, according to the official plat thereof on file with the Summit County Recorder, entry number 00909755 (the “Subject Property”)

SUBJECT TO all restrictions, reservations, and other conditions of record as may be disclosed by a record examination of title.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and their successors and assigns, forever. The Grantors do hereby covenant to and with the Grantee that the Grantee are owners in fee simple of the Subject Property and that the Grantors will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantors and not otherwise.

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Deed for the purposes stated in it.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Summit County

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Park City Municipal Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH )  
 ) :ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, of Summit County.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

STATE OF UTAH )  
 ) :ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, of Park City Municipal Corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_