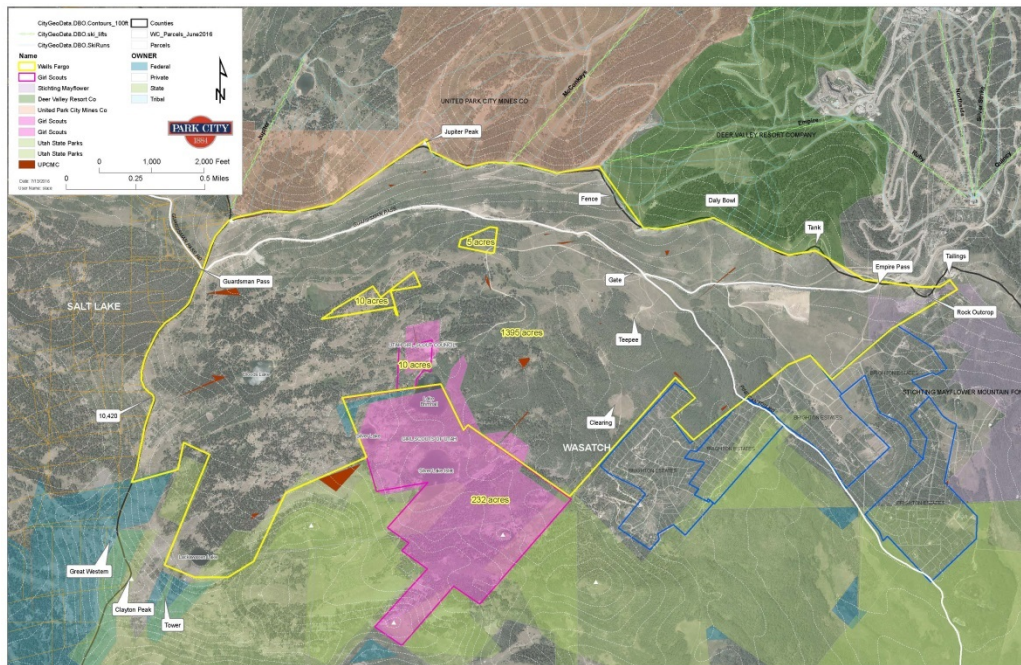


City Council Staff Report

Subject: Bonanza Flats Purchase Agreement
Author: Heinrich Deters
Department: Sustainability
Date: January 12, 2017
Type of Item: New Business-Property Acquisition

Staff recommends Council consider the Bonanza Flats Purchase Option Agreement (Attachment I) which provides for the acquisition of approximately 1350 acres located in Wasatch County and owned by REDUS Park City, LLC.

- Total Purchase Price \$38,000,000
 - Initial Option Payment of \$1,500,000 due on execution.
- First Closing March 15, 2017
 - Second Option Payment of \$1,500,000 allows the City to extend closing to June 15, 2017.



On August 11, 2016, City Council adopted a resolution to place a \$25,000,000 general obligation bond question on the November ballot. The bond was specifically for the

purchase of the Bonanza Flats properties, should the City be able to negotiate a purchase of the land.

On November 8, 2016, 72% of Park City voters approved Proposition Number 1.

The Purchase Agreement outlines the terms and conditions associated with the proposed acquisition. The Agreement requires an initial \$1,500,000 option payment on execution, as well as, a second option payment of \$1,500,000 to extend the closing date to June 15, 2017. Both option payments will be included in the \$38,000,000 purchase price should the City complete the transaction.

The bulk of the funding for the project will come from Park City's \$25,000,000 General Obligation bond. That said, additional funding in the amount of \$13,000,000 will need to be attained through various means, including support from adjacent governmental jurisdictions, land conservancy organizations, recreational interests and private sources.

Attachment I- Bonanza Flats Purchase Agreement

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY [Bonanza Flats]

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is entered into this ___ day of _____, 2017, by and between **REDUS PARK CITY LLC**, a Delaware limited liability company (the “**Seller**”), and **PARK CITY MUNICIPAL CORPORATION**, a political subdivision of the State of Utah (the “**Purchaser**”).

WHEREAS, Seller is the owner of certain real property in Wasatch County (“**County**”), State of Utah (“**State**”), as more particularly described on Exhibit “A”, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Seller desires to sell and Purchaser wishes to purchase the Property pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) in hand paid and in consideration of the mutual promises of the parties as set forth herein, Seller does hereby agree to sell to Purchaser and Purchaser agrees to purchase from Seller in fee simple the Property pursuant to the following covenants, conditions, terms and obligations:

TRANSACTION AND TRANSACTION DOCUMENTS. Purchaser desires to purchase, and Seller desires to sell, the Property strictly in accordance with the terms and conditions set forth below. As a part of the transaction described in this Agreement, Purchaser and Seller intend to execute, or cause the appropriate party to execute, the below agreements prior to, at, or in the case of one document, potentially after, the Closing [defined below] all as described in this Agreement:

Talisker Club Lease. A predecessor-in-title of Seller executed a Lease Agreement with Talisker Club LLC dated as of September 1, 2015 (“**Talisker Lease**”) concerning the use of a portion of the Property for maintaining a yurt and undertaking certain recreational activities for the use of Talisker Club members on the Property. On or before the Closing Date, Seller and Purchaser shall execute and deliver an assignment and assumption agreement in the form attached hereto as Exhibit “C” (the “**Talisker Lease Assignment**”), whereby Seller will assign and Purchaser will assume all of Seller’s rights and obligations under the Talisker Lease, but only to the extent accruing from and after the Closing. On, before or within ninety (90) days after the Closing Date, the Talisker Lease will be amended in the form attached hereto as Exhibit “D” (“**Talisker Lease Amendment**”). If Seller does not execute the Talisker Lease Amendment prior to Closing, Purchaser covenants to execute the Talisker Lease Amendment upon written request of Seller. Seller shall be responsible to obtain the signature of the Talisker Club, or its planned successor entity, Talisker Club 2.0, LLC, a Delaware limited liability company, to the Talisker Lease Amendment. The provisions of this subparagraph 1(a) shall survive Closing.

Soils Agreement. On the Closing Date, Seller and Purchaser shall execute and deliver an agreement allowing Seller the right to deposit excess soils within certain locations within the Property in the form attached hereto as Exhibit "E" (the "**Soils Deposit License Agreement**"). The Soils Deposit License Agreement contemplated hereby shall be recorded at Closing.

Twisted Branch Access Easement. At Closing, Purchaser and Seller shall execute an easement agreement granting to Purchaser an access easement to allow Purchaser's maintenance or emergency vehicles wintertime access through a private road known as Twisted Branch (the "Twisted Branch Access Easement"). The form of the Twisted Branch Access Easement is attached hereto as Exhibit "F" and the executed easement shall be recorded at Closing.

Quit Claim Deed. At Closing, Seller shall execute a quit claim deed conveying any appurtenant water and any mineral rights appertaining to or underlying the Property to Purchaser (the "**Quit Claim Deed**"). The Quit Claim Deed will be without warranty whatsoever and is not intended to convey any rights Seller has obtained in the March 2, 2007 Water Agreement between Purchaser and United Park City Mines Company and the agreements referenced therein. The Quit Claim Deed contemplated hereby shall be recorded at Closing.

SELLER MATERIALS. Purchaser is familiar with the Property and is willing to purchase the same in its "As-Is" condition as further described in Paragraph 9 below. Nevertheless, and in order to assist Purchaser in familiarizing itself with the Property, Seller has provided those items listed on Exhibit "B" attached hereto on or prior to the Effective Date ("**Seller's Materials**"). Notwithstanding anything to the contrary contained in this Agreement, in the event of a termination of this Agreement, Purchaser shall return Seller's Materials and any copies thereof to Seller. The furnishing of Seller's Materials is without representation or warranty by Seller as to the accuracy thereof, or as to the right of Purchaser to rely on Seller's Materials, all of which were prepared by third parties.

PURCHASE PRICE AND CLOSING. The purchase price for the Property is Thirty Eight Million Dollars (\$38,000,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser as follows:

Within a business day after the Effective Date, Purchaser shall deposit the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "**Initial Option Payment**") with Coalition Title Agency (the "**Escrow Agent**"). Upon Purchaser's deposit of the Initial Option Payment with Escrow Agent, the Initial Option Payment shall be deemed fully-earned by Seller, nonrefundable to Purchaser, and promptly disbursed by Escrow Agent to Seller.

Upon Closing [defined below], the Initial Option Payment shall be applied against the Purchase Price, and the balance of the Purchase Price shall be paid to Seller in immediately available funds.

The closing (the "**Closing**") shall occur on or before March 15, 2017 (the "**Closing Date**"). The Closing shall be held at the offices of the Escrow Agent or such other location as the parties shall mutually designate. Purchaser shall have the right to extend the

Closing Date until June 15, 2017 by giving Seller written notice of such extension and depositing an additional One Million Five Hundred Thousand Dollars (\$1,500,000.00) (“**Second Option Payment**”) with the Escrow Agent on or prior to the initial Closing Date. Upon Purchaser’s deposit of the Second Option Payment with the Escrow Agent, the Second Option Payment shall be deemed fully-earned by Seller, nonrefundable to Purchaser, and promptly disbursed by Escrow Agent to Seller. The Second Option Payment shall be applied to the Purchase Price at Closing. In the event that Closing does not occur by the initial Closing Date and Purchaser does not extend the Closing Date as provided in this subparagraph 3(c), this Agreement shall terminate, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser’s obligations to Seller that survive any termination of this Agreement.

TITLE.

Seller has obtained a title insurance commitment issued by the Escrow Agent setting forth the status of title to the Property and showing all encumbrances and other matters affecting the Property (the “**Commitment**”); provided, however, in no event shall Seller be obligated to pay any premium for a new owner’s policy, the cost of obtaining the Commitment, or any other costs related to title insurance. The Commitment is described as one of the documents listed in Exhibit “B.” Within fourteen (14) days following the Effective Date, Purchaser shall notify Seller in writing as to Purchaser’s disapproval of any of the title exceptions set forth in such Commitment. Seller shall have five (5) business days thereafter (“**Seller Response Period**”) to elect whether or not to remove said exceptions at Seller’s expense at or prior to the Closing. In the event Seller does not give written notice to Purchaser and Escrow Agent within the Seller Response Period that Seller will remove such disapproved exception(s) at or prior to the Closing, then Purchaser may, by delivery of written notice to Seller and Escrow Agent within five (5) business days following expiration of the Seller Response Period, elect to (i) terminate this Agreement, or (ii) approve the previously disapproved title exceptions reflected in the Commitment (in which case such exceptions shall become Permitted Exceptions) without any reduction in the Purchase Price and waive Purchaser’s right of termination set forth in subparagraph 4(a)(i). In the event Purchaser (i) does not object to the items reflected in the Commitment, or (ii) fails to give timely written notice of its election to terminate this Agreement following expiration of the Seller Response Period, Purchaser shall be deemed to have expressly approved the Commitment and all matters reflected therein shall be deemed “Permitted Exceptions” under this Agreement, and Purchaser shall take title to the Property at Closing subject to all Permitted Exceptions.

Purchaser shall be entitled to request that, at Closing, with respect to the Property, the Escrow Agent (i) issue to Purchaser an ALTA title insurance policy as to such portion of the Property qualifying for such under the survey, and a standard coverage (or other form standard for similar transactions in the State) owner’s form title policy (the “**Title Policy**”), in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Purchaser subject only to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such Title Policy as Purchaser may reasonably require; provided that (a) the Title Policy and any endorsements thereto shall be at no cost to, and shall impose no additional liability on, Seller, (b) Purchaser’s obligations under this Agreement shall not be conditioned upon Purchaser’s ability to obtain such Title Policy or any endorsements to the Title Policy and, if Purchaser is unable to obtain a Title Policy and/or any such endorsements, Purchaser shall nevertheless be obligated to

proceed to close the transactions contemplated by this Agreement without reduction of or set off against the Purchase Price, and (c) the Closing shall not be delayed as a result of Purchaser's aforementioned request.

At the Closing, Seller shall convey fee title to the Property by providing a Special Warranty Deed (the "**Deed**") to Purchaser, subject to the Permitted Exceptions [defined below] and with a covenant that the Property shall be used only for conservation or recreation purposes. The form of the Deed is attached hereto as Exhibit "G."

If applicable, Purchaser shall have the right to deliver to Seller a written notice ("**New Title Exception Notice**") at any time prior to the Closing Date, but not more than five (5) days after the date of Purchaser's discovery of any title exception which (i) first arises of record following the expiration of the Seller Response Period, (ii) was not created due to the acts of Purchaser, (iii) has not been consented to by Purchaser, and (iv) materially adversely affects the Property (each, a "**New Title Exception**"), stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to Purchaser. If Purchaser timely delivers a New Title Exception Notice to Seller, the following provisions shall apply:

Upon Purchaser's delivery to Seller of the New Title Exception Notice, Seller may, but shall not be obligated to, (i) remove or correct the New Title Exception to Purchaser's reasonable satisfaction on or prior to the Closing Date, or (ii) cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception.

Seller shall have the unilateral right, based on Seller's discretion or for the purpose of performing Seller's obligations or exercising Seller's rights under this Paragraph 4(d), to extend the Closing Date for a period of up to sixty (60) days by delivery to Purchaser of written notice to such effect not more than five (5) business days after Seller's receipt of a New Title Exception Notice. The period of any such unilateral extension by Seller pursuant to this subparagraph shall run concurrently with any other extension periods provided for in this Agreement. Notwithstanding any election by Seller to extend the Closing Date as set forth above, Purchaser may elect at any time to waive Purchaser's objection to such New Title Exception by giving written notice thereof to Seller, in which case Seller and Purchaser shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Agreement (and such New Title Exception will be a Permitted Exception for all purposes hereunder).

CONDITIONS PRECEDENT TO CLOSING.

Purchaser's Conditions Precedent. The obligation of Purchaser to purchase the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived by Purchaser in its sole and absolute discretion (the "**Purchaser Conditions Precedent to Closing**"):

All conditions of title have been met pursuant to Paragraph 6(a) hereof;

Seller is not in default of this Agreement;

The representations and warranties by Seller contained in this Agreement must be true;

Seller shall have delivered its executed and, if required, acknowledged counterparts of (A) the Talisker Lease Assignment, (B) the Quit Claim Deed; (C) the Deed; (D) an assignment and assumption of the Girl Scout's Lease described on Exhibit B; (E) the Twisted Branch Access Easement Agreement and (F) the Soils Deposit License Agreement, to Escrow Agent; and

Seller shall have delivered the Talisker Lease Amendment executed by Seller and Talisker Club LLC, unless Seller has elected to defer execution of the Talisker Lease Amendment until after Closing as allowed by subparagraph 1(a).

In the event that any of the foregoing Purchaser Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Purchaser shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Seller, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. If Seller has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 7(b) below.

Seller's Conditions Precedent. The obligation of Seller to sell the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived in writing by Seller in its sole and absolute discretion (the "**Seller Conditions Precedent to Closing**")

Seller's managers and members shall have approved this Agreement and Seller's sale of the Property to Purchaser pursuant to this Agreement;

The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 13 hereof;

Purchaser shall have delivered its executed and, if required, acknowledged counterparts of (A) the Talisker Lease Assignment, (B) the Deed; (C) the Talisker Lease Amendment (unless previously executed by Seller at Seller's election), (D) an assignment and assumption of the Girl Scout's Lease described on Exhibit B, (E) the Twisted Branch Access Easement Agreement; and (F) the Soils Deposit License Agreement, to Escrow Agent; and

Purchaser shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by Purchaser at or prior to the Closing Date.

In the event that any of the foregoing Seller Conditions Precedent to Closing are not satisfied, and are not waived by Seller on or before the Closing Date, Seller may terminate this Agreement and seek any and all remedies available to Seller contained Paragraph 7(a).

CLOSINGS, CONVEYANCE AND TITLE.

Title to the Property is to be conveyed hereunder subject to (i) all declarations, easements, rights-of-way, restrictions, covenants and other matters of public record, (ii) all gas, water, and mineral rights of others, (iii) any matters that would be disclosed by an accurate, current survey and inspection of the Property, and (iv) the lien of ad valorem real estate taxes for the then-current year (collectively, the “**Permitted Exceptions**”).

Any escrow fee shall be equally shared between Purchaser and Seller. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Deed and/or Purchaser’s financing shall be at Purchaser’s expense. Purchaser shall also pay all costs and expenses associated with Purchaser’s procurement of a survey and procurement of title insurance, including, without limitation, the Title Policy. Except as otherwise provided for in this Agreement, Seller and Purchaser will each be solely responsible for and bear all of their own respective expenses.

Seller shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing and Purchaser shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. The parties agree that no greenbelt rollback taxes will be due as Purchaser’s intended use is for open space. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the date of Closing based on the most recent available tax information.

At or prior to Closing, Seller shall deliver to Purchaser a “Certification of Non-Foreign Status” which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

DEFAULT; LIABILITY OF PARTIES.

In the event of any breach, failure or default by Purchaser under the terms of this Agreement (which breach, failure or default is not remedied or cured by Purchaser pursuant to any applicable provisions hereof), Seller shall be entitled to terminate this Agreement and obtain the Initial Option Payment or the Second Option Payment from Escrow Agent (if Escrow Agent then is in possession of same) or retain the Initial Option Payment or the Second Option Payment (if Seller is then in possession of same); and, in such event, Seller shall also have all other rights and remedies provided at law or in equity as a result of Purchaser’s breach or default under this Agreement.

Notwithstanding anything to the contrary contained herein, in the event Seller breaches this Agreement (which breach, failure or default is not remedied or cured by Seller pursuant to any applicable provisions hereof) Purchaser shall have the right, as its sole and exclusive remedy, to either: (i) obtain the return to Purchaser of the Initial Option Payment and

the Second Option Payment (if Seller has paid the same) plus an amount equal to Five Thousand and No/100 Dollars (\$5,000.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Purchaser of Seller's breach; or (ii) commence an action against Seller for specific performance of this Agreement or similar legal or equitable action; provided, however, that Purchaser shall not be entitled to pursue any action for specific performance against Seller if (A) Seller is prevented from performing as a result of an order or regulation of any governmental or regulatory authority having jurisdiction over Seller or any affiliate thereof, or (B) performance by Seller would or is likely to result in the levy of a fine, imposition of any reserve requirement or any other action that has a material adverse effect (apart from the act of specific performance) on Seller or any affiliate undertaken by any such governmental or regulatory authority, or (C) Seller has received an opinion of reputable counsel or its internal legal department that Seller's performance hereunder could result in a violation of any law, rule, regulation, or order of any such governmental or regulatory authority or the levy of any fine, imposition of an additional reserve requirement or any other action that has a material adverse effect (apart from the act of specific performance) on Seller or any affiliate. After Purchaser has exercised its applicable remedy as described above, Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Purchaser be entitled to any other remedies other than those expressly provided herein.

Seller and Purchaser acknowledge and represent that Eastdil Secured ("**Seller's Broker**") has acted as listing agent and Seller's broker concerning the Property and the transaction represented by this Agreement. Purchaser has dealt with no brokers in connection with the Property and entering into this Agreement. Seller's Broker is the only broker, consultant, agent or representative Seller has dealt with concerning the Property and this Agreement. Seller shall be responsible for payment to Seller's Broker of all compensation due to Seller's Broker, if and when Closing occurs, pursuant to a separate agreement between Seller and Seller's Broker. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph 7(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

No failure(s) or default(s) by Purchaser or Seller shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure). The provisions of this Subparagraph 7(d) shall not apply to Purchaser's failure to timely deliver the Initial Option Payment or the Second Option Payment or to a default by Purchaser for failure to close on the purchase of the Property as and when required hereunder.

If Seller breaches this Agreement, and the breach is discovered prior to Closing, Purchaser's sole remedy is described in Paragraph 7(b) of this Agreement. Except as to a breach by Seller of any warranty, representation or covenant contained in Paragraph 7(c) or Paragraph 8 of this Agreement, if Seller breaches this Agreement, and such breach is discovered after Closing, Purchaser shall have no remedy or recourse against Seller. Purchaser has factored this risk into its decision to purchase. If and only if it is determined within six (6) months after Closing that Seller breached any warranty, representation or covenant contained in Paragraph 7(c) or Paragraph 8 of this Agreement, and if Purchaser notifies Seller in writing of any such breach within six (6) months of the Closing, Purchaser's sole remedy shall be one of the following: (i) cure of the breach by or on account of Seller; or (ii) payment of appropriate monetary compensation by Seller to Purchaser for such breach. Purchaser hereby agrees that in no event will the liability of Seller under this Agreement (including, without limitation, any liability of Seller for breach or default under any representation, warranty or covenant made by Seller in Paragraph 7(c) or Paragraph 8 hereof) exceed, in the aggregate, one and one half of one percent (1.50%) of the Purchase Price.

REPRESENTATIONS, WARRANTIES AND COVENANTS.

Seller hereby represents, warrants and covenants to Purchaser that:

Except as otherwise provided in this Agreement, Seller has granted no person any contract right or other right to possession of any portion of the Property.

Except as may be required by law or agreed to by Purchaser, Seller shall not materially alter the condition of the Property during the term of this Agreement.

Seller has the full right, power, and authority to sell the Property to Purchaser as provided in this Agreement and all required action necessary to authorize Seller to enter into this Agreement has been or will have been taken prior to the Effective Date. Seller shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Seller to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

Purchaser warrants, represents and covenants to Seller that:

Purchaser has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and all required action necessary to authorize Purchaser to enter into this Agreement has been or will have been taken prior to the Effective Date. Purchaser shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Purchaser to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

AS-IS. PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER.

PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

PURCHASER ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS PURCHASER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS OF PURCHASER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

PURCHASER ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING SELLER'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY

SERVICES, RECREATIONAL AMENITIES, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY MADE BY SELLER OR RELIED UPON BY PURCHASER WHATSOEVER.

PURCHASER ACKNOWLEDGES THAT SELLER HOLDS TITLE TO THE PROPERTY, THROUGH FORECLOSURE OR OTHERWISE, PRIMARILY TO PROTECT ITS SECURITY INTEREST WITHIN THE MEANING OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. § 9601 ET SEQ. AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, AND EXCEPT FOR ANY OF PURCHASER'S CLAIMS ARISING UNDER THE SOILS DEPOSIT LICENSE AGREEMENT AFTER THE EFFECTIVE DATE OF THAT SOILS DEPOSIT LICENSE AGREEMENT, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, (V) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY PAST, PRESENT AND FUTURE FEDERAL, STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, RCRA, AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), 42 U.S.C. § 6973 et seq., ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 9 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE RECORDATION OF THE DEED FOR THE PROPERTY.

ASSIGNMENT; SURVIVAL. Purchaser may not assign this Agreement to any party without the express written consent of Seller, which consent may be withheld for any reason or no reason; provided, however, Purchaser may assign this Agreement without Seller's consent to any entity 100% owned by Purchaser. This Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns. The provisions of this Agreement and the obligations of the parties shall survive the execution and delivery of the Deed executed hereunder and shall not be merged therein, except that any representations and warranties of Seller hereunder shall survive Closing for only six (6) months.

ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between Seller and Purchaser and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. Seller and Purchaser shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of Purchaser and Seller. Purchaser and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Initial Deposit, the Second Deposit, and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Purchaser and Seller in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

RELATED PARTIES. Purchaser represents to Seller that neither Purchaser nor any person having control over Purchaser is employed by, or is a family member purchasing directly or indirectly for the benefit of anyone who is employed by Wells Fargo & Company or any of its subsidiaries. For purposes of this representation "family member" is defined as a spouse, a domestic partner, parents, grandparents, children, grandchildren, brothers and sisters, including in all cases, step-family members.

OFAC COMPLIANCE. Purchaser represents and warrants that: (i) it is not on an SDN List [defined below], nor is it directly or indirectly owned or controlled by an SDN [defined below]; and (ii) the purchase and sale of the Property, and the consummation of any other transaction contemplated by this Agreement, will not violate any country sanctions program administered and enforced by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. For the purposes hereof, an "SDN List" is defined as one of the lists published by OFAC of individuals and companies owned or controlled by, or acting for or on behalf of, OFAC targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under OFAC programs that are not country-specific, and an

"SDN" is one of the individuals or companies listed on an SDN List. Purchaser shall provide its Federal Employee Identification Number or similar identification number to Seller upon request in order that Seller may verify the representations and warranties of this Section 13.

EFFECTIVE DATE. This Agreement shall become effective on the date signed by the last of Purchaser and Seller ("**Effective Date**").

MISCELLANEOUS.

All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one business (1) day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to Purchaser: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Office of the Mayor
Email: jack@parkcity.org

with a copy to: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Thomas Daley, Esq.
Email: tdaley@parkcity.org

If to Seller: Wells Fargo Bank, N.A.
c/o Wells Fargo Bank, Wholesale Commercial ORE
333 Market Street, 3rd Floor
San Francisco, CA 94105
Attention: David Ash
Email: david.ash@wellsfargo.com

with a copy to: Wells Fargo Bank, N.A.
c/o Wells Fargo Law Department
MAC A0194-273
45 Fremont Street, 27th Floor
San Francisco, California 94105
Attention: Alilda Ferraro, Esq.
Email: alilda.ferraro@wellsfargo.com

and, with a copy to: Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attention: Wade R. Budge, Esq.
Email: wbudge@swlaw.com

If to Escrow Agent: Coalition Title Agency
2200 Park Ave., #C100
Park City, Utah 84060
Attention: Roger Cater
Email: roger@coalitiontitle.com

The parties hereto shall be responsible for notifying each other of any change of address.

If any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable, the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

It is the intention of the parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the parties hereunder, shall be determined in accordance with the laws of the State, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of Seller's and Purchaser's obligations hereunder.

Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday on which Wells Fargo Bank, N.A. is closed for business in the United States (any days other than the foregoing to be considered "business days" for all purposes hereunder) shall be extended to the first regular business day after such deadline date.

This Agreement, together with the Exhibits attached hereto, contains the final and entire agreement between the parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated in full. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision, or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all of the parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

Titles to Paragraphs and Subparagraphs are for convenience only, and are not intended to limit or expand the covenants and obligations expressed thereunder.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

In addition to any other relief to which it may be entitled, the prevailing party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy. **THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.**

For purposes of this Agreement and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of Seller's Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make investigation or inquiry, and in no event shall the same include any knowledge imputed to Seller by any other person or entity. "**Seller's Representative**" means and shall be limited to David Ash, a Senior Vice President in the Wholesale Commercial ORE Group at Wells Fargo Bank, N.A.

Purchaser expressly agrees and acknowledges that (i) Purchaser's obligations hereunder are not in any way conditional upon, or qualified by, Purchaser's ability to obtain financing of any type or nature whatsoever (whether by way of debt, financing or equity investment or otherwise) to consummate the transactions contemplated hereby, and (ii) Purchaser shall not use all or any portion of the proceeds of any loan or other credit accommodation from Seller or Seller's parent, subsidiaries or affiliates (including, without limitation, Wells Fargo Bank, N.A.) in order to pay any portion of the Purchase Price without Seller's prior written consent.

Purchaser and Seller shall reasonably cooperate with respect to a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code ("**1031 Exchange**"), provided such 1031 Exchange shall not impose on Purchaser or Seller any additional liability or financial obligation, shall not delay Closing, and Purchaser and Seller shall indemnify, defend and hold each other harmless for, from and against any claims, damages or expenses arising in connection with or resulting from Purchaser's or Seller's 1031 Exchange. Notwithstanding the foregoing, the consummation of the transaction contemplated by this Agreement shall not be subject to or contingent upon either party's ability to consummate its 1031 Exchange.

Neither this Agreement nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE. PURCHASER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN A STATE OR FEDERAL COURT SITTING IN THE STATE. NOTHING CONTAINED IN THIS PARAGRAPH SHALL AFFECT THE RIGHT OF SELLER TO BRING ANY ACTION OR PROCEEDING AGAINST PURCHASER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE INTERPRETED TO PROVIDE ANY GREATER RIGHTS OR ADDITIONAL CLAIMS TO PURCHASER THAN AS OTHERWISE PROVIDED IN THIS AGREEMENT.

(SIGNATURES FOLLOW ON NEXT PAGE)

WITNESS, the following signatures.

SELLER:

REDUS PARK CITY LLC,
a Delaware limited liability company
By: REDUS PROPERTIES, INC., a
Delaware corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

(SIGNATURES CONTINUE ON NEXT PAGE)

PURCHASER:

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

By: _____
Name: _____
Title: _____
Date: _____

Attest:

City Recorder

(SIGNATURES CONTINUE ON NEXT PAGE)

Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Paragraphs 6(c) and 11 hereof.

ESCROW AGENT:

COALITION TITLE AGENCY

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

PROPERTY

The following parcels located within Wasatch County, Utah:

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30 AND THE NORTH HALF OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT CORNER NO. 1 OF THE SILVER BOND MINING CLAIM, LOT 123 IN THE SNAKE CREEK MINING DISTRICT AND LOCATED SOUTH 00°46'00" EAST 101.73 FEET ALONG SECTION LINE AND EAST 3818.71 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE WESTERLY END LINE OF THE SILVER BOND MINING CLAIM NORTH 34°35'27" WEST 148.40 FEET; THENCE NORTH 66°44'14" EAST 390.08 FEET; THENCE SOUTH 15°14'38" WEST 138.21 FEET; THENCE SOUTH 78°39'43" EAST 639.07 FEET TO A POINT ON THE NORTHERLY SIDELINE OF THE STEUBEN MINING CLAIM, LOT 62 IN THE SNAKE CREEK MINING DISTRICT; THENCE ALONG THE NORTHERLY SIDELINE OF THE STEUBEN MINING CLAIM SOUTH 73°21'06" WEST 597.47 FEET TO A POINT ON THE EASTERLY END LINE OF THE LITTLE NED MINING CLAIM, LOT 85 IN THE SNAKE CREEK MINING DISTRICT; THENCE ALONG THE EASTERLY END LINE OF THE LITTLE NED MINING CLAIM NORTH 24°08'54" WEST 177.41 FEET; THENCE ALONG THE NORTHERLY SIDELINE OF THE LITTLE NED MINING CLAIM SOUTH 82°36'55" WEST 208.13 FEET TO A POINT ON THE EASTERLY END LINE OF THE PLUTONIC MINING CLAIM, LOT 94 IN THE SNAKE CREEK MINING DISTRICT; THENCE ALONG THE EASTERLY END LINE OF THE PLUTONIC MINING CLAIM NORTH 34°35'27" WEST 22.83 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30 AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTHERLY SIDELINE OF THE STEUBEN MINING CLAIM, LOT 62 IN THE SNAKE CREEK MINING DISTRICT AND LOCATED SOUTH 00°46'00" EAST 70.42 FEET ALONG SECTION LINE AND EAST 4730.53 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 07°41'08" EAST 471.66 FEET; THENCE NORTH 82° 18'52" WEST 140.39 FEET; THENCE NORTH 66°44'14" EAST 247.09 FEET TO A POINT ON THE EASTERLY END LINE OF THE HORN SILVER MINING CLAIM, MINERAL SURVEY NO. 5398 IN THE SNAKE CREEK MINING DISTRICT, THENCE ALONG THE EASTERLY END LINE OF THE HORN SILVER MINING CLAIM SOUTH 15°42'51" EAST 110.50 FEET TO A POINT ON THE NORTHERLY SIDELINE OF THE TIGER MINING CLAIM, LOT 80 I THE BLUE LEDGE MINING DISTRICT; THENCE ALONG THE NORTHERLY SIDELINE OF THE TIGER MINING CLAIM SOUTH 89° 02'09" WEST 2.44 FEET; THENCE ALONG THE WESTERLY END LINE OF THE TIGER MINING CLAIM SOUTH 00° 57'51" EAST 200.00 FEET; THENCE ALONG THE WESTERLY SIDELINE OF THE TIGER MINING CLAIM NORTH 89° 02'09" EAST 55.10 FEET TO A POINT ON THE EASTERLY END LINE OF THE HORN SILVER MINING CLAIM; THENCE ALONG THE EASTERLY END LINE OF THE HORN SILVER MINING CLAIM SOUTH 15°42'51" EAST 180.28 FEET; THENCE ALONG THE SOUTHERLY SIDELINE OF THE HORN SILVER MINING CLAIM SOUTH 68°33'36" WEST 258.60 FEET TO A POINT ON THE WESTERLY SIDELINE OF THE POINT JUNCTION MINING CLAIM, LOT 125 IN THE SNAKE CREEK MINING DISTRICT; THENCE ALONG THE WESTERLY SIDELINE OF THE POINT JUNCTION MINING CLAIM NORTH 15°30'02" EAST 3.62 FEET TO A POINT ON SAID NORTHERLY SIDELINE OF THE STEUBEN MINING CLAIM; THENCE ALONG THE NORTHERLY SIDELINE SOUTH 73°21'06" WEST 48.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE FOLLOWING PATENTED MINING CLAIMS LOCATED IN THE BLUE LEDGE, UINTAH, BIG COTTONWOOD AND SNAKE CREEK MINING DISTRICTS AND SITUATED IN WASATCH COUNTY UTAH AS THE SAME ARE DESCRIBED AND DELINEATED IN THEIR RESPECTIVE PATENTS AND MINERAL SURVEY:

ADDIE	LOT NO. 158
ALCESTA	LOT NO. 167
ALGER	LOT NO. 111
ALLADIN	LOT NO. 69
ANOCONDA NO. 3	M S NO. 4850
ARTHUR	LOT NO. 65
ASPOOS	LOT NO. 296
AUTUMNAL (AMENDED)	LOT NO. 89
AX	M S NO. 6902
BANISTER	LOT NO. 93
BAY HORSE NO. 2	LOT NO. 546
BLACK JACK	M S NO. 4745
BOWLDER	LOT NO. 140
BUNKER	LOT NO. 156

BUNKER LODE NO. 2	LOT NO. 152
BUTCHER BOY	LOT NO. 101
CATCH ALL	LOT NO. 124
CLAMBIA	LOT NO. 486
CLIFT	LOT NO. 149
COLD SPRING	LOT NO. 132
COLUMBUS	M S NO. 6049
CONTACT (AMENDED)	LOT NO. 70
CRETE	M S NO. 3301
CUMBERLAND NO. 2	LOT NO. 500
DANIEL O'CONNELL	LOT NO. 92
DAYLIGHT	LOT NO. 136
DIAMOND	LOT NO. 322
DICK	M S NO. 3282
ENTERPRISE	LOT NO. 115
ERIE	LOT NO. 64

EVANGELINE	LOT NO. 507
FLAT IRON	M S NO. 5035
FOCUS	LOT NO. 88
FOREST	LOT NO. 90
FRANK & ROY	LOT NO. 63
GIFFORD	LOT NO. 477
GRAND DEPOSIT	LOT NO. 77
GREAT WESTERN	LOT NO. 138
HARD TACK	LOT NO. 131
HARRISON	LOT NO. 108
HARRISON	LOT NO. 144
HARRY	M S NO. 3281
HENRIETTA (AMENDED)	LOT NO. 64
HOME STATION	LOT NO. 121
HOOVER	M S NO. 6984
HORSE SHOE	LOT NO. 547
HUNTER	LOT NO. 95
IRON CLAD	LOT NO. 83
IRON CLAD NO. 2	LOT NO. 82
IRON HORSE	LOT NO. 110

JESSIE	LOT NO. 545
JIC	LOT NO. 155
JIC LODGE NO. 2 EXTENSION	LOT NO. 153
JONES	LOT NO. 46
JONES MINE NO. 2	LOT NO. 63
JUDGE	LOT NO. 86
KALAMAZOO	LOT NO. 61
KILKENNY	M S NO. 4616
KILKENNY NO.2	M S NO. 4918
KING SOLOMON	LOT NO. 141
KNICKERBOCKER	LOT NO. 116
LAKE	LOT NO. 139
LITTLE NED (AMENDED)	LOT NO. 85
LODE LINE	M S NO. 3303
LONE TREE	LOT NO. 120
LONDON	LOT NO. 135
LOST LODGE	M S NO. 3308
LUCKEY BILL	LOT NO. 57
LUCKY JIM	LOT NO. 403
MABEL (AMENDED)	LOT NO. 67
MANANACTOR	LOT NO. 130
MARVLE	M S NO. 3299
MARY ELLEN	LOT NO. 84
MAUD H.	LOT NO. 585
MAY FLY	LOT NO. 71
MIDGET FRACTION	LOT NO. 56

MINISINK	LOT NO. 512
MINNESOTA (AMENDED)	LOT NO. 48
MOCKING BIRD	M S NO. 4666
MOHAWK	LOT NO. 62
MONROE	M S NO. 3298
MONTA & NEDDIE	LOT NO. 42
MOUNT VERNON NO. 1	LOT NO. 47
MOUNT VERNON NO. 2 (AMENDED)	LOT NO. 46
MOUNTAIN GREEN	LOT NO. 157
MOUNTAIN TOP	LOT NO. 170
NAIL DRIVER	LOT NO. 70
NEWELL	LOT NO. 98
NILE	M S NO. 3301
NIP & TUCK	LOT NO. 114
OCCIDENT	LOT NO. 69
OCCIDENTAL	LOT NO. 117
OLD ARMCHAIR	LOT NO. 113
OLDHAM	LOT NO. 119
OLDHAM (AMENDED)	LOT NO. 126
OMEGA	LOT NO. 510
OREGON	LOT NO. 133
ORIENT	LOT NO. 68
ORIENTAL	M S NO. 3301
PARROT	LOT NO. 502
PIONEER	LOT NO. 44
PLUMED KNIGHT	LOT NO. 147

PLUTONIC	LOT NO. 94
POINT JUNCTION	LOT NO. 125
POTOSI	M S NO. 3304
PRINCESS ELLA	M S NO. 4686
PRINCESS ELLA NO. 2	M S NO. 6273
PRINCESS ELLA NO. 3	M S NO. 6274
QUINN	LOT NO. 501
QUINN NO. 2	LOT NO. 87
RED CLOUD	LOT NO. 528
RED OXYD	LOT NO. 122
ROCHESTER	LOT NO. 508
RODERICK DUE	LOT NO. 100
ROOSEVELT NO. 2	M S NO. 4919
ROOSEVELT NO. 3	M S NO. 4919
ROOSEVELT NO. 4	M S NO. 4919
ROOSEVELT FRACTION	M S NO. 4937
ROSE BUD	LOT NO. 156
SAFE GUARD	LOT NO. 150
SHIELDS	LOT NO. 103
SILVER BAR	LOT NO. 137
SILVER BOND	LOT NO. 123
SILVER HILL	M S NO. 4615
SILVER RINK	LOT NO. 91
SONORA	LOT NO. 509
SOUTH WEST BONANZA	LOT NO. 94
STATE OF MAINE	LOT NO. 81

STEUBEN	LOT NO. 62
SULTAN	M S NO. 3301
SULTANA	M S NO. 3301
SUNDAY	LOT NO. 154
TOM	M S NO. 3280
UTAH	LOT NO. 68
WAR EAGLE	LOT NO. 96
WARM SPRING	LOT NO. 134
WEDGE	LOT NO. 159
WHIPPURWILL	M S NO. 4666
WHITE PINE GOULD & SILVER	LOT NO. 65
WIDE WEST NO. 1	LOT NO. 145
WIDE WEST NO. 2	LOT NO. 146
WINTER GREEN	LOT NO. 157

PARCEL 3:

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN:

SECTION 29	LOT 33
SECTION 30	LOTS 38, 39, 40, 41
SECTION 31	LOTS 17, 18, 20-32 INCLUSIVE
SECTION 32	LOTS 15-23 INCLUSIVE

TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN

SECTION 36	LOTS 9, 21, 28
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LESS AND EXCEPTING FROM PARCELS 1, 2 AND 3, THE FOLLOWING 6 DESCRIPTIONS:

LESS AND EXCEPTING 1:

EXCEPTING THEREFROM THAT PORTION CONVEYED TO SALT LAKE CITY, A MUNICIPAL CORPORATION BY QUIT CLAIM DEED RECORDED AUGUST 8, 1937, AS ENTRY NO. 54746, IN BOOK 19, AT PAGE 182, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH POST NO. 3 OF THE CRETE MINERAL LODE PATENTED CLAIM, U.S. SURVEY NO. 3301, LOCATED IN THE SNAKE CREEK MINING DISTRICT, WASATCH COUNTY, UTAH, BEARS NORTH 13°44' EAST 638.5 FEET; THENCE NORTH 01°02' EAST 593.9 FEET; THENCE SOUTH 79°23' WEST 660 FEET; THENCE SOUTH 1°02' WEST 900.5 FEET; THENCE NORTH 79°14' EAST 365 FEET; THENCE FOLLOWING THE NORTHWEST SHORE LINE OF BRIMHALL LAKE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING 2:

ALSO EXCEPTING FROM THE VICINITY OF POINT JUNCTION LODE LOT NO. 125, SILVER BOND LODE LOT 123 AND HORN SILVER MINERAL SURVEY 5398 LANDS.

DESCRIBED AS FOLLOWS: PARCELS A, B AND D.

EXCEPTION PARCEL A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30 AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT NORTH 41.16 FEET AND EAST 4057.85 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 15°14'38" EAST 138.21 FEET; THENCE NORTH 66°44'14" EAST 610.89 FEET; THENCE SOUTH 82°18'52" EAST 140.39 FEET; THENCE SOUTH 07°41'08" WEST 471.66 FEET TO A POINT ON THE NORTHERLY SIDELINE OF THE STEUBEN MINING CLAIM, LOT 62 IN THE SNAKE CREEK MINING DISTRICT; THENCE ALONG THE NORTHERLY SIDELINE OF THE STEUBEN MINING CLAIM SOUTH 73°21'06" WEST 49.08 FEET; THENCE NORTH 78°39'43" WEST 639.07 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING FOR ABOVE DESCRIPTION BEING SOUTH 00°46'00" EAST BETWEEN THE NORTHWEST CORNER OF SECTION 31 AND THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

EXCEPTION PARCEL B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT NORTH 174.51 FEET AND EAST 4094.19 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 15°14'38" EAST 321.56 FEET TO A POINT ON A 530.00 FOOT CURVE TO THE LEFT OF WHICH THE RADIUS POINT BEARS NORTH 15°14'38" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 69.92 FEET THROUGH A CENTRAL ANGLE OF 07°33'30"; THENCE SOUTH 82°18'52" EAST 411.91 FEET; THENCE SOUTH 66°44'14" WEST 610.89 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL D

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT ON THE NORTHERLY SIDELINE OF THE STEUBEN MINING CLAIM, LOT 62 IN THE SNAKE CREEK MINING DISTRICT AND LOCATED SOUTH 00°46'00" EAST 70.42 FEET ALONG SECTION LINE AND EAST 4730.53 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 07° 41'08" WEST 23.08 FEET; THENCE NORTH 78°39'43" WEST 44.81 FEET TO THE POINT ON SAID NORTHERLY SIDELINE OF THE STEUBEN MINING CLAIM; THENCE ALONG THE NORTHERLY SIDELINE NORTH 73°21'06" EAST 49.08 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING 3:

ALSO EXCEPTING FROM THE VICINITY OF BUTCHER BOY LODE LOT NO. 101, NEWELL LODE LOT NO. 98, RODERICK DUE LODE LOT NO. 100 AND SULTANA MINERAL SURVEY 3301 LANDS DESCRIBED AS FOLLOWS:

A PARCEL LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, AND SECTION 6, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT SOUTH 42°30'00" WEST 3151.18 FEET FROM CORNER NO. 1 OF THE SHIELDS LODE (LOT 103), SNAKE CREEK MINING DISTRICT, WASATCH COUNTY, UTAH; AND RUNNING THENCE ALONG THE SOUTHERLY SIDE LINE OF THE GERRATY (LOT 97), AND PELICAN (105) LODES SOUTH 42°30'00" WEST 2548.82 FEET; THENCE ALONG THE WESTERLY END LINE OF THE PELICAN (LOT 105) LODE NORTH 54°40'00" WEST 600.00 FEET; THENCE ALONG THE WESTERLY SIDE LINE OF THE WESTERN JEM (LOT 104) LODE SOUTH 42° 30'00" WEST 1500.00 FEET; THENCE ALONG THE WESTERLY END LINE OF THE WESTERN JEM LODE NORTH 54° 40'00" WEST 600.00 FEET; THENCE ALONG THE NORTHERLY SIDE LINE OF THE WESTERN JEM LODE NORTH 42°30'00" EAST 1500.00 FEET; THENCE ALONG THE WESTERLY END LINE OF THE DIVES (LOT 107) LODE NORTH 54°40'00" WEST 600.00 FEET; THENCE ALONG THE NORTHERLY SIDE LINE OF THE DIVES LODE NORTH 42° 30'00" EAST 200.00 FEET; THENCE ALONG THE WESTERLY END LINE OF THE SILVER ISLET (LODE 109) LODE NORTH 54°40'00" WEST 500.00 FEET; THENCE ALONG THE NORTHERLY SIDE LINE OF THE SILVER ISLET LODE NORTH 42°30'00" EAST 1053.79 FEET; THENCE ALONG THE SOUTHERLY SIDE LINE OF THE SILVER STAR (LOT 3300) LODE SOUTH 79°05'00" WEST 844.21 FEET; THENCE ALONG THE WESTERLY END LINE OF THE SILVER STAR LODE NORTH 21°06'00" WEST 609.50 FEET; THENCE ALONG THE WESTERLY END LINE OF THE SEA FOAM MINE (LOT 3025) LODE NORTH 21°44'00" WEST 610.80 FEET; THENCE ALONG THE WESTERLY END LINE OF THE LAKE SIDE (LOT 3025) LODE NORTH 20°55'00" EAST 651.80 FEET; THENCE ALONG THE NORTHERLY SIDE LINE OF THE LAKE SIDE LODE NORTH 79°05'00" EAST 1482.50 FEET; THENCE ALONG THE EASTERLY SIDE LINE OF THE AUNT POLLY (LOT 3025) LODE SOUTH 25°42'00" EAST 975.02 FEET; THENCE ALONG THE NORTHERLY SIDE LINE OF M.A.S. (LOT 6054) LODE NORTH 34°35'00" EAST 130.92 FEET; THENCE ALONG THE EASTERLY END LINE OF THE M.A.S. LODE SOUTH 55°51'00" EAST 570.23 FEET; THENCE ALONG THE NORTHERLY SIDE LINE OF THE RODERICK DUE (LOT 100) LODE NORTH 42°30'00" EAST 355.79 FEET; THENCE SOUTH 54°40'00" EAST 448.82 FEET; THENCE SOUTH 18°18'30" WEST 366.04 FEET; THENCE ALONG THE NORTHERLY SIDE LINE OF THE LAKE VIEW (LOT 99) LODE SOUTH 42°30'00" WEST 151.18 FEET; THENCE SOUTH 54°40'00" EAST 1200.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING 4:

ALSO EXCEPTING FROM THE VICINITY OF THE NILE LODE MINERAL SURVEY 3301, OCCIDENTAL LODE LOT 117, ORIENTAL LODE MINERAL SURVEY 3301 AND SULTANA LODE MINERAL SURVEY 3301 LANDS DESCRIBED AS FOLLOWS:

SILVER ISLET EXCHANGE PARCEL

A PARCEL LOCATED EAST OF CAMP CLOUD RIM, BRIMHALL LAKE AND THE BEAVER POND, AND LOCATED IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 4, MINERAL SURVEY 3301, CRETE LODE, SNAKE CREEK MINING DISTRICT, WASATCH COUNTY, UTAH; AND RUNNING THENCE NORTH 40°28'00" EAST 359.30 FEET; THENCE NORTH 18°

38'00" EAST 49.09 FEET; THENCE SOUTH 17°16'54" EAST 118.25 FEET TO A POINT ON A 475.00 FOOT RADIUS CURVE TO THE RIGHT OF WHICH THE RADIUS POINT BEARS SOUTH 72°43'06" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE OF SAID CURVE 101.58 FEET THROUGH A CENTRAL ANGLE OF 12°16'36" TO A POINT OF TANGENCY; THENCE SOUTH 05°00'18" EAST 26.93 FEET; THENCE SOUTH 18°28'00" WEST 456.89 FEET; THENCE SOUTH 25°42'00" EAST 970.11 FEET; THENCE NORTH 82°06'20" EAST 525.63 FEET; THENCE ALONG THE NORTHERLY SIDE LINE OF THE RODERICK DUE (LOT 100) LODE SOUTH 42°30'00" WEST 355.79 FEET; THENCE ALONG THE EASTERLY END LINE OF THE M.A.S. (LOT 6054) LODE NORTH 55°51'00" WEST 570.23 FEET; THENCE ALONG THE NORTHERLY SIDE LINE OF THE M.A.S. LODE SOUTH 34°35'00" WEST 130.92 FEET; THENCE ALONG THE EASTERLY SIDE LINE OF THE AUNT POLLY (LOT 3025) LODE NORTH 25°42'00" WEST 975.02 FEET; THENCE ALONG THE EASTERLY SIDE LINE OF THE CRETE LODE NORTH 18°09'00" EAST 343.30 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING 5:

ALSO EXCEPTING FROM THE VICINITY OF JIC LODE NO. 2 EXTENSION LOT NO. 153 THAT PORTION CONVEYED TO KENT SOVEREEN IN QUIT CLAIM DEED RECORDED DECEMBER 4, 2002, AS ENTRY NO. 251406, IN BOOK 591, AT PAGE 584 OF OFFICIAL RECORDS OF WASATCH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. B AT THE SOUTHEAST CORNER OF LOT 215, BRIGHTON ESTATES NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, WASATCH COUNTY, UTAH, AND RUNNING THENCE SOUTH 49°20'00" EAST 129.55 FEET; THENCE SOUTH 80° 20'27" WEST 227.19 FEET; THENCE NORTH 57°00'00" WEST 20.00 FEET TO THE SOUTHWEST CORNER OF LOT 216 SAID BRIGHTON ESTATES NO. 2; THENCE ALONG THE SOUTHERLY OF LOT 216 AND SAID LOT 215 NORTH 51°55'00" EAST 181.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING 6:

PARCELS D AND I, AS CONTAINED IN THAT CERTAIN QUIT CLAIM DEED FROM UNITED PARK CITY MINES COMPANY, a Delaware corporation to DEER VALLEY RESORT COMPANY, a Utah limited partnership, recorded JULY 18, 2003, as Entry No. 665946, in Book 1552, at Page 1848, SUMMIT County Recorder's Office. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

D. LIFT-X PARCEL

A parcel of land located in the south half of Section 29 and the north half of Section 32, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 87°40' 58" East 241.02 feet along Section Line and South 21.17 feet from the south quarter corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the Summit-Wasatch County line; and running thence South 79°05'34" West 292.20 feet; thence North 64°00'35" West 144.60 feet; thence South 82°53'04" West 207.42 feet; thence South 76°16'40" West 348.20 feet; thence South 82°49'45" West 565.47 feet; thence North 01°55'50" West 238.93 feet to a point on the Summit-Wasatch County line; thence along the Summit-Wasatch County line the following three (3) courses: 1) South 77°28'00" East 41.38 feet to County Line Point 85; thence 2) North 77°44'00" East 966.80 feet to County Line Point 83; thence 3) South 64°07'00" East 605.73 feet to the Point of Beginning.

I. EMPIRE CHAIRLIFT PATROL SHACK PARCEL

A parcel of land located in the southwest quarter of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 01 °47'34" West 1302.16 feet along Section Line and East 146.39 feet From the southwest corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being Summit County Line Point 2343 and a point on the demarcation line between the Park City Ski Area and the Deer Valley Resort; and running thence along the Summit County Line the following two (2) courses: 1) South 34°37'00" East 1,077.30 feet more or less to County Line Point 87; thence 2) South 46°44'00" East 384.70 feet more or less to County Line Point 86; thence North 50°50'58" West 443.92 feet; thence North 43°51 '43" West 451.26 feet; thence North 28°18'40" West 453.96 feet; thence North 07°48'35" West 146.31 feet to the Point of Beginning.

(TAX SERIAL NOS. PART OF WASATCH COUNTY SERIAL NO. STA-0172-0 AND PARCEL NO. 90-0000-1178, OWC-3214 AND PARCEL NO. 00-0020-4157, OWC-3215 AND PARCEL NO. 00-0020-4158, OWC-3216 AND PARCEL NO. 00-0020-4159, OWC-3217 AND PARCEL NO. 00-0020-4160, OWC-3218 AND PARCEL NO. 00-0020-4161, OWC-3157-0 AND PARCEL NO. 00-0020-2777, OWC-3158-0 AND PARCEL NO. 00-0020-2778, OWC-3159-0 AND PARCEL NO. 00-0020-2779, OWC-3160-0 AND PARCEL NO. 00-0020-2780, OWC-3161-0 AND PARCEL NO. 00-0020-2781, OWC-3162-0 AND PARCEL NO. 00-0020-2782, OWC-3163-0 AND PARCEL NO. 00-0020-2783, OWC-3164-0 AND PARCEL NO. 00-0020-2784, OWC-3165-0 AND PARCEL NO. 00-0020-2785, OWC-3166-0 AND PARCEL NO. 00-0020-2786, OWC-3167-0 AND PARCEL NO. 00-0020-2787, OWC-3168-0 AND PARCEL NO. 00-0020-2788, OWC-3169-0 AND PARCEL NO. 00-0020-2789, OWC-3170-0 AND PARCEL NO. 00-0020-2790, OWC-3171-0 AND PARCEL NO. 00-0020-2791, OWC-3148-0 AND PARCEL NO. 00-0020-2768, OWC-3149-0 AND PARCEL NO. 00-0020-2769, OWC-3150-0 AND PARCEL NO. 00-0020-2770, OWC-3151-0 AND PARCEL NO. 00-0020-2771, OWC-3152-0 AND PARCEL NO. 00-0020-2772, OWC-3153-0 AND PARCEL NO. 00-0020-2773, OWC-3154-0 AND PARCEL NO. 00-0020-2774, OWC-3155-0 AND PARCEL NO. 00-0020-2775, OWC-3156-0 AND PARCEL NO. 00-0020-2776, OWC-3206-0 AND PARCEL NO. 00-0020-2826, OWC-3207-0 AND PARCEL NO. 00-0020-2827 and OWC-3208-0 AND PARCEL NO. 00-0020-2828)

EXHIBIT “B”

SELLER’S MATERIALS

1. Commitment for Title Insurance issued by Old Republic National Title Insurance Company through the office of Coalition Title Agency, Inc. File No. 26935.
2. Draft survey dated 12/8/16 by Alliance Engineering.
3. Lease agreement defined as the “Talisker Lease” in this Agreement.
4. Lease with the Girl Scouts dated January 1, 1955 and letter to the Girl Scouts dated December 1, 1971.
5. Phase I Environmental Site Assessment dated July 22, 2015.

EXHIBIT “C”

FORM OF TALISKER LEASE ASSIGNMENT

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____ 2017, by and between REDUS PARK CITY LLC, a Delaware limited liability company (“Assignor”), and [_____] a [_____] (“Assignee”).

RECITALS:

A. Assignor, as Landlord, and Talisker Club LLC, a Delaware limited liability company (“Tenant”), as Tenant, are parties to that certain Lease Agreement, dated September 1, 2015, as amended by that certain First Amendment to Lease Agreement, dated _____, 2017 (as amended, the “Lease”).

B. Assignor is the successor-in-title to the fee simple absolute interest in the Ground Leased Premises (as defined in the Lease) and successor-in-interest to United Park City Mines, a Delaware corporation, the original landlord under the Lease.

C. Assignor and Assignee are parties to that certain Agreement for Purchase and Sale of Real Property [Bonanza Flats], dated [_____] 201_ (the “PSA”), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, the Property, and Assignor and Assignee have agreed to execute and deliver this Agreement. Any undefined capitalized terms used in this Agreement have the meanings ascribed to such terms in the PSA.

D. Assignor and Assignee are entering into this Agreement to provide for the assignment of Assignor’s rights and the delegation of its duties under the Lease to Assignee, and to provide for Assignee’s acceptance of Assignor’s rights and assumption of Assignor’s duties and liabilities under the Lease.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT:

1. Recitals. The above recitals are an integral part of the agreement and understanding of Assignor and Assignee, and are incorporated by reference in this Agreement.

2. Assignment. Assignor hereby grants, conveys, assigns, and transfers to Assignee, effective as of the Closing Date (the “Effective Date”), all of Assignor’s right, title, and interest in and to, and delegates to Assignee, to the extent accruing from and after the date hereof, all of Assignor’s duties, obligations, and liabilities in connection with, the Lease (the “Assignment”).

3. Acceptance and Assumption. Assignee hereby accepts the Assignment and assumes and promises to perform all of Assignor's duties, obligations, and liabilities under the Lease as of and following the Effective Date.

4. Indemnities. Assignee hereby agrees to indemnify and defend and hold Assignor, its successors and assigns, harmless from and against any cost, liability, loss, expense, or damage (including, without limitation, reasonable attorneys' fees at all trial and appellate levels) arising from any default under the Lease by Assignee, its successors or assigns, which occurs on or after the Effective Date. Assignor hereby agrees to indemnify and defend and hold Assignee, its successors and assigns, harmless from and against any cost, liability, loss, expense, or damage (including, without limitation, reasonable attorneys' fees at all trial and appellate levels) arising from any default under the Lease by Assignor which occurred before the Effective Date.

5. Miscellaneous.

a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

b. Attorneys' Fees. If any legal action is brought concerning any matter relating to this Agreement, or by reason of any breach of any covenant, condition or agreement referred to in this Agreement, the prevailing party shall be entitled to have and recover from the other party to the action all costs and expenses of suit, including attorneys' fees.

c. Amendments. This Agreement may not be altered, waived, amended, or extended except by a written agreement signed by the parties.

d. Governing Law. This Agreement shall be construed under the laws of the State of Utah, without regard to its principles of conflicts of law.

e. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or e-copy transmission shall be effective as delivery of a manually executed counterpart thereof.

f. Section Headings. The section headings used in this Agreement are for reference only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement.

[Intentionally left blank—signature page to follow]

DATED as of the date first written above, but effective as of the Effective Date.

ASSIGNOR:

REDUS PARK CITY LLC,
a Delaware limited liability company
By: **REDUS PROPERTIES, INC.**,
a Delaware corporation
Its: Manager

By: _____
Name: _____
Title: _____

ASSIGNEE:

[_____] ,
a, [_____]

By: _____
Name: _____
Title: _____

EXHIBIT "D"

FORM OF TALISKER LEASE AMENDMENT

FIRST AMENDMENT TO LEASE AGREEMENT

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this "*Amendment*") is made and entered into as of _____, 2017 (the "*Effective Date*"), by and between _____ ("*Landlord*"), and TALISKER CLUB LLC, a Delaware limited liability company ("*Tenant*"). Landlord and Tenant are hereinafter sometimes referred to individually as a "*Party*" and collectively as the "*Parties*".

RECITALS

A. Landlord is the successor-in-title to the Property and the Ground Leased Premises [each defined later].

B. Landlord's predecessor and Tenant previously entered into a Lease Agreement dated September 1, 2015 (the "*Original Lease*", and as amended by this Amendment, the "*Lease*"), whereby Landlord leases the Ground Leased Premises to the Tenant.

C. The Parties desire to amend the Original Lease in the manner set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation/Interpretation. The terms and exhibits of the Original Lease are hereby incorporated into this Amendment and, except as specifically provided herein, or as may conflict with this Amendment, the terms and conditions of the Original Lease shall remain in full force and effect. The Original Lease is attached hereto as Exhibit A, and the attached Exhibit A replaces the Exhibit A in the Original Lease. The Parties hereby confirm, restate, approve, and ratify the Lease as amended by this Amendment. Capitalized terms used in this Amendment and not defined in this Amendment shall have the meanings given to such terms in the Original Lease.

2. License to Use Property/Early Termination. Section 1.2 of the Lease is hereby deleted in its entirety. The License is hereby terminated and revoked and shall be of no further force or effect. Further, Section 5.1(iii) and the terms "or the Property" in Section 5.3 are hereby deleted in their entirety. Section 2.2 of the Lease is hereby deleted in its entirety.

3. Term. The terms contained within the provision entitled "Term" of the "Fundamental Lease Provisions" of the Original Lease are hereby deleted in their entirety and replaced with the following:

TERM: The Term commenced on September 1, 2015 and shall expire and terminate 99 years thereafter, on August 30, 2114 (the "**Term**").

4. Relocation of Ground Leased Premises and the Permitted Use.

a) The terms contained within the provision entitled “Ground Leased Premises” of the “Fundamental Lease Provisions” of the Original Lease are hereby deleted in their entirety and replaced with the following:

GROUND LEASED PREMISES:

The “**Ground Leased Premises**” shall mean the three (3) areas depicted and described on **Exhibit B** as “Tubing Hill & Warming Hut” (“**Area 1**”), “Outpost & Yurt” (“**Area 2**”), and “Parking” (“**Area 3**”), together with all improvements, easements, rights, privileges, and appurtenances belonging thereto, including, without limitation, rights to ingress and egress over, in, and on designated areas within and adjacent to the Ground Leased Premises and the rights of ingress and egress to and from the Ground Leased Premises to State Road 224 in Summit County and the right to reroute the existing water line to the new Area and to use such water for recreational purposes. Landlord and Tenant will work together to obtain any required permits for the limited use of non-drinking water at the Ground Leased Premises. The term “**Property**” shall refer to the real property owned by Landlord in and around the Ground Leased Premises.

b) Exhibit B attached to the Original Lease is hereby deleted and replaced with **Exhibit B** attached to this Amendment.

c) The terms contained within the provision entitled “Permitted Use” of the “Fundamental Lease Provisions” of the Original Lease are hereby deleted in their entirety and replaced with the following:

PERMITTED USE:

The Ground Leased Premises may be used for the following uses: (1) locating and maintaining a tubing hill facility and warming hut on Area 1, as depicted on **Exhibit B**; (2) locating a yurt (“**Yurt**”) and outpost facility on Area 2, as depicted on **Exhibit B**; and (3) for vehicle parking on Area 3, and general club recreational uses within each of the areas as depicted on **Exhibit B** (collectively, the “**Permitted Use**”), and for no other purpose without Landlord’s written consent. The utilization of the Permitted Use shall be limited to Tenant’s members and Tenant’s approved invitees. Except as expressly provided herein, this Lease does not authorize any use outside of the Ground Leased Premises. Both Landlord and Tenant agree and acknowledge that Landlord intends to prohibit snowmobiling within the Property owned by Landlord and surrounding the Ground Leased Premises. Tenant may use snow-cat and/or snowmobiles for the sole purposes of accessing the Ground Leased Premises and for operating the tubing hill facility. No snowmobiling may occur on the Property or within the Ground Leased Premises other than as stated herein, and Tenant may not install lifts or rope tows on the Ground Leased Premises without the written consent of Landlord, which Landlord may withhold in its sole discretion.

d) Tenant agrees to begin the relocation of the Yurt and other improvements permitted under the Lease to the new locations described in subsection 5(a) above, and depicted in **Exhibit B** attached to this Amendment, within 90 days after the Effective Date and to continue such relocation, with reasonable diligence until complete; provided, however, if the Effective Date occurs during winter months (November through March), then Tenant shall have until May 31 following the Effective Date to commence the relocation contemplated by this section.

5. Assignments. Section 7.1 of the Lease is hereby deleted in its entirety and replaced with the following: “Tenant may assign this Lease to Talisker Club 2.0, LLC, a Delaware limited liability company, or such other successor to most of the “Talisker Club” assets. No other assignment or sublease of Tenant’s rights under this Lease is allowed without the prior written consent of the Landlord.

6. Memorandum of Lease. Landlord hereby authorizes Tenant to execute and record a memorandum of lease concerning the Lease in the official records of county in which the Ground Leased Premises are located. Upon the expiration of the Term, Landlord and Tenant shall execute a release or termination of such memorandum.

7. Integration. This Amendment, together with the Original Lease, and references related to this Amendment in the Purchase and Sale Agreement dated January 12, 2017 by and between Redus Park City, LLC and Park City Municipal Corporation, contains the entire understanding and agreement between the Parties with respect to the subject matter hereof, and all prior negotiations, agreements and understandings, oral or written, are merged herein.

8. Severability. If any provision of this Amendment or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of this Amendment and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the fullest extent permitted by law.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Signature pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document. Electronic and scanned signature pages will be acceptable and shall be conclusive evidence of execution.

[Signatures Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of Effective Date.

LANDLORD:

_____,
a _____ limited liability company

By: _____

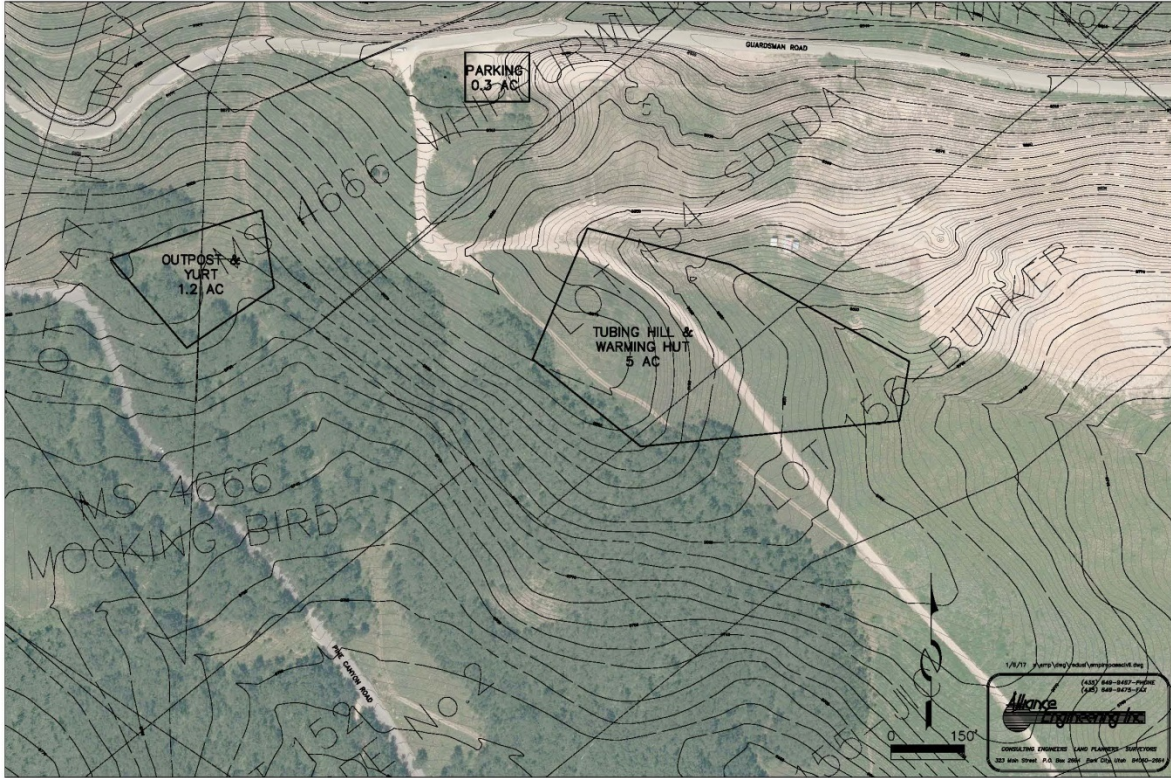
TENANT:

TALISKER CLUB LLC,
a Delaware limited liability company

By: _____

EXHIBIT A
TO FIRST AMENDMENT TO LEASE AGREEMENT
ORIGINAL LEASE

EXHIBIT B
TO FIRST AMENDMENT TO LEASE AGREEMENT
DEPICTION AND DESCRIPTION OF THE GROUND LEASED PREMISES AS MODIFIED BY THE
AMENDMENT



[Descriptions to be inserted at Closing]

AREA 1:

AREA 2:

AREA 3:

EXHIBIT "E"

FORM OF SOILS LICENSE AGREEMENT

WHEN RECORDED RETURN TO:

Snell & Wilmer, L.L.P.
Attention: Wade Budge
15 W. South Temple, Suite 1200
Salt Lake City, Utah 84101

Affects Wasatch County Parcel Nos: See Exhibit A

SOILS LICENSE AGREEMENT

This SOILS LICENSE AGREEMENT ("**License**") is made and entered into as of [_____, 201_] (the "**Effective Date**"), by and between:

PARK CITY MUNICIPAL CORPORATION, a Utah political subdivision
Attn: Office of the Mayor
P.O. Box 1480
Park City, Utah 84060

hereinafter called "**Licensor**" and

REDUS PARK CITY LLC, a Delaware limited liability
c/o Wells Fargo Bank, Wholesale Commercial ORE
Attn: David Ash
333 Market Street, 3rd Floor
San Francisco, CA 94105

hereinafter called "**Licensee**."

RECITALS:

A. WHEREAS, Licensor is the owner of certain real property located in Wasatch County, State of Utah, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"); and

B. WHEREAS, within the Property are previously disturbed areas, defined below as Use Areas, which are suitable for the deposit of fill soils; and

C. WHEREAS, Licensor has agreed to grant a license to deposit certain fill soils to Licensee on the terms and conditions set forth below.

WITNESSETH:

NOW, THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants a license to Licensee for use of those certain portions of the Property depicted as

“F1” and “F2” on **Exhibit B** attached hereto and incorporated herein (the “**Use Areas**”), solely on the terms and conditions set forth herein.

1. TERM OF LICENSE. This License shall commence on the Effective Date and shall terminate on the last day of the one hundred twentieth (120th) full month following the Effective Date (the “**Term**”). At the option of Licensee, this License may be extended for an additional sixty (60) full month period (the “**Renewal Term**”), provided that Licensee (i) delivers a notice of renewal not less than six (6) months prior to the end of the Term; and (ii) is not in default under this License at the time it delivers its renewal notice. Licensee may elect to terminate this License early by delivering a written notice of termination.

2. NO FEE/ NO REPRESENTATIONS. During the Term, or Renewal Term as applicable, Licensee may use the Use Areas in the manner set forth in this License without any obligation to pay rent or any fee to Licensor. Licensee acknowledges that its use of the Use Areas is without any warranty or any obligation by Licensor to provide anything whatsoever to Licensee other than access to the Use Area and Licensee agrees to abide by the terms of this License.

3. USE. The License shall only be used by Licensee (i) for depositing into the Use Areas soils produced from lands within the area called “Empire Pass” which area is described in the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn’s Junction Parcel and Iron Mountain dated as of March 2, 2007, and recorded on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 (the “**Development Agreement**”), and (ii) for reasonable vehicular and heavy equipment access to the Use Areas consistent with the use permitted above. Licensee agrees that it has no rights to use the Use Areas or the Property except for those limited rights granted under this License and that Licensee’s use of the Property shall be limited to ingress and egress to and from the Use Areas. The use of the Use Areas must also comply with the following terms:

(a) **Permitting.** So long as the Property remains in the unincorporated area of Wasatch County, Licensee shall first obtain all appropriate permits from Wasatch County in advance of doing any ground disturbing activities within the Use Areas. Licensee may exhibit this License to demonstrate standing as an applicant when seeking and obtaining all required permits. Licensor shall not oppose Licensee’s applications for use of the Use Areas consistent with this License. If Licensor has not annexed the Property, Licensee shall first submit a draft of its grading permit application to Licensor for approval (without Licensor charging a processing or permitting fee where Licensor is not the permitting authority) before submission to Wasatch County or such other applicable permitting authority. Licensor may propose reasonable modifications to or reject in whole or in part any grading plan submitted by Licensee if Licensor shows that the plan or part thereof materially violates Licensor’s grading and environmental ordinances. If the Property has been annexed into Park City, Licensee shall obtain permits from Licensor in accordance with applicable regulations, ordinances and law. In the event Licensee does not obtain the required permit(s) from Wasatch County, Licensor has no obligation to provide an alternative location for soils.

(b) **Site Management.** Licensee shall manage the Use Areas so that no more than three (3) acres between the two Use Areas may be disturbed at any one time. An area within a Use Area shall no longer be classified as disturbed after Licensee has re-contoured soils to tie into existing grade at the perimeter of each Use Area, spread top soils and hydro seeded the formerly disturbed area, with the placement of erosion control measures as appropriate. Upon completion of re-contouring, soils placed on Use Areas shall have a maximum fill slope of thirty-three percent (33%).

4. WASTE OR NUISANCE; ENVIRONMENTAL COMPLIANCE. Licensee shall not commit or permit the commission by others, within Licensee’s reasonable control, of any waste on or to the Use Areas or the Property. Licensee shall not maintain, commit or permit the maintenance or commission of any nuisance, and Licensee shall not use or permit the use of the Use Areas or the Property

for any unlawful purpose. Licensee shall not use or permit the use of the Use Areas or the Property in any manner that is in violation of any applicable laws, including without limitation, any and all applicable environmental laws, or any laws pertaining to hazardous substances, hazardous materials, or solid waste of any kind (“Hazardous Substances”) and all applicable stormwater regulations. Before depositing any soils in the Use Areas, Licensee shall provide documentation to Licensor demonstrating that such soils meet environmental standards set forth in Exhibit [C], in that such soils are below regulatory action levels and may be lawfully deposited as excess soils within the Use Areas. Licensee shall immediately notify Licensor in writing of the release, spill, leak, discharge or disturbance of Hazardous Substances and the control and remediation response actions taken by Licensee, and any responses, notifications actions taken by any federal, state, or local agency with regard to such release, spill, or leak in or around the Use Areas of which Licensee is aware. Licensee shall make available to Licensor for inspection and copying, upon reasonable notice and at reasonable times, any requirement under this paragraph. The provisions of this section shall expressly survive the termination of this License.

5. ALTERATIONS AND LIENS. Licensee shall not make or permit any other person to make any alterations to the Use Areas or the Property and Licensee shall keep the Use Areas and the Property free and clear from any and all liens, claims and demands for work preformed, material furnished or operations conducted thereon.

6. VACATION. Prior to the expiration of the Term, Licensee shall vacate the Use Areas, and remove any equipment or other property from the Use Areas. Prior to vacating Use Areas, Licensee shall re-contour, spread top soil and hydro seed any remaining disturbed areas. Vacation shall be considered complete when Licensor, in its reasonable discretion, has determined that vegetation has been established to a point that erosion control measures can be removed.

7. INSURANCE. Licensor shall procure and maintain for the duration of the License, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees, or subcontractors.

Licensee shall provide Licensor a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

Licensee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee,
Five Hundred Thousand Dollar (\$500,000) policy limit.

Licensors shall be named as an additional insured on general liability and auto liability insurance policies and a copy of the endorsement naming the Licensor as an additional insured shall be attached to the Certificate of Insurance. Licensor reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Licensee insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8. HOLD HARMLESS. Licensee clearly and unequivocally agrees to indemnify and to hold Licensor and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against Licensor arising out of, in connection with, or incident to the execution of this License and/or the Licensee's performance or failure to perform any aspect of this License; provided, however, that if such claims are caused by or result from the concurrent negligence of Licensor, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee or others; and provided further, that nothing herein shall require the Licensee to hold harmless or defend Licensor, its agents, employees and/or officers from any claims arising from the sole negligence of Licensor, its agents, employees, and/or officers. Licensee expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this License. This waiver has been mutually negotiated by the parties. Licensee agrees to defend, indemnify and hold Licensor and the Use Areas and the Property free and harmless from any and all claims, liabilities, loss, damage or expense arising or resulting from or related to Licensee's occupation and use of the Use Areas or the Property for any claim, liability, loss or damage arising by reason of Licensee's introduction of any Hazardous Substances to the Property after the Effective Date.

9. ASSIGNMENT. Licensee shall not encumber, assign, sublease or otherwise transfer this License without the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing sentence, all provisions of this License, including the burdens stated and implied, touch, concern, and run with the Property, and are binding upon and inure to the benefit of the successors and assigns of Licensor and Licensee.

10. ATTORNEY'S FEES. Should any litigation be commenced between the parties to this License, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for that party's attorney fees.

11. GOVERNING LAW; VENUE. This License shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any dispute between the parties relating to this License shall be in Utah.

12. TERMINATION. Upon expiration of the Term, or Renewal Term as applicable, this License may be terminated of record by the recordation of a written notice of termination of license agreement by Licensor, or any of its respective successors and assigns.

13. AMENDMENTS. No modification, waiver, or amendment of this License shall be made except by written agreement signed and acknowledged by the parties and recording, in the official records Wasatch County, Utah, such written agreement.

14. MISCELLANEOUS. This License may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this License shall to any extent be deemed invalid or unenforceable, the remainder of the License shall not

be affected thereby, and each remaining term, provision and condition of this License shall be valid and enforceable to the fullest extent permitted by law.

[Signature Pages to Follow]

LICENSEE:

REDUS PARK CITY LLC,

a Delaware limited liability company

By: REDUS PROPERTIES, INC., a

Delaware corporation

Its: Manager

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT OF LICENSEE

STATE OF _____)
) SS.
COUNTY OF _____)

On the _____ day of _____, in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within this License Agreement and acknowledged to me that he/she executed the same in his/her capacity as _____ of _____, and that by his/her signature executed the instrument on behalf of said _____.

Notary Public for the State of _____
Commission expires: _____

**EXHIBIT A
TO SOILS LICENSE AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY**

[To be added at Closing]

**EXHIBIT B
TO SOILS LICENSE AGREEMENT
DEPICTION OF THE USE AREAS**

[See Attached]



EXHIBIT C
TO SOILS LICENSE AGREEMENT
ENVIRONMENTAL STANDARDS FOR EXCESS SOILS TO BE DEPOSITED
[To be added prior to Closing]

EXHIBIT "F"

Form of Twisted Branch Access Easement

WHEN RECORDED, RETURN TO:

SNELL & WILMER L.L.P.
Attn: Wade R. Budge
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

Affects Summit County Parcel Nos: RCLD-A-AM; S-98
Affects Wasatch County Parcel Nos: See Exhibit A

**AMENDED AND RESTATED DECLARATION OF ACCESS EASEMENT
[Twisted Branch]**

THIS AMENDED AND RESTATED DECLARATION OF ACCESS UTILITY EASEMENT ("Twisted Branch Easement"), dated as of the ___ day of _____, 2017, by REDUS Park City LLC, a Delaware limited liability company ("**REDUS**"), amends, restates and replaces that certain Declaration of Access and Utility Easements dated August 10, 2015 and recorded on August 26, 2015 in the Office of the Recorder of Summit County, Utah, as Entry No. 01026716 and the office of the Wasatch County Recorder, Utah, as Entry No. 415576 (the "**Declaration**").

REDUS is the successor-in-title to the Benefitted Property and obtained the easements created or confirmed by the Declaration, pursuant to foreclosure and a sheriff's deed; and

The Benefitted Property is more particularly described on **Exhibit A** and is further referred to herein as "Bonanza Flats"; and

REDUS has agreed to grant an easement to Park City Municipal Corporation ("**PCMC**") for its use in connection with its acquisition of Bonanza Flats; and

This Twisted Branch Easement will only be executed, delivered and recorded in connection with PCMC's acquisition of Bonanza Flats.

NOW, THEREFORE, REDUS executes and shall cause to be recorded in the Summit County Recorder's Office, Utah, and the Wasatch County Recorder's Office, Utah, this Twisted Branch Easement, and hereby declares and states as follows:

Restatement/Interpretation. All of the terms of the Declaration are deleted, novated and replaced with the terms of this Twisted Branch Easement.

Easement. REDUS hereby declares and grants, for the benefit of PCMC, as the owner of Bonanza Flats, an access easement over Twisted Branch, a private road located in Summit County, and more particularly described on the attached **Exhibit B** (the "**Access Easement**"). Twisted Branch is depicted on both **Exhibits C-1** and **C-2**.

Limited Use. The Access Easement granted hereby is only for the use of PCMC governmental officials, maintenance crews, emergency personnel and for personnel and/or vehicles for which PCMC has contracted to provide services to the approved uses within Bonanza Flats. The Access Easement is not for the use of the general public. The Access Easement shall only be used at such times that State Road 224, also known as Marsac Avenue, is closed to vehicle access because of (i) snow or (ii) other reasons determined by PCMC, in its reasonable discretion, to be unsafe or insufficient to provide needed access.

Personal Easement/Assignability. All provisions of the Twisted Branch Easement are personal to PCMC and may not be assigned or transferred to another party without the written consent of REDUS, or its successor.

Indemnification. By using the Access Easement, PCMC agrees to indemnify and to hold REDUS or any party owning land underlying the Access Easement and their agents, employees, and officers (“**Indemnified Parties**”), harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Indemnified Parties arising out of, in connection with, or incident to PCMC’s use of the Access Easement or failure to perform any aspect of the obligations set forth in this Twisted Branch Easement; provided, however, that if such claims are caused by or result from the concurrent negligence of an Indemnified Party(ies), this indemnity provision shall be valid and enforceable only to the extent of the negligence of such Indemnified Party or others; and provided further, that nothing herein shall require the PCMC to hold harmless or defend the Indemnified Parties from any claims arising from the sole negligence of an Indemnified Party.

Miscellaneous.

Attorney fees. Should any litigation be commenced among the parties identified in this Twisted Branch Easement, or their successors, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for that party’s attorney fees.

Amendments. No modification, waiver, termination, or amendment of this Twisted Branch Easement shall be made except by written agreement signed and acknowledged by the parties owning interests in the Twisted Branch Easement described herein and recording, in the official records Wasatch County and Summit County, Utah, such written agreement.

Counterparts. This Twisted Branch Easement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained herein shall to any extent be deemed invalid or unenforceable, the remainder of the Twisted Branch Easement shall not be affected thereby, and each remaining term, provision and condition shall be valid and enforceable to the fullest extent permitted by law.

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, REDUS has executed this Twisted Branch Easement as of the day and year first above written.

REDUS:

REDUS PARK CITY LLC, a Delaware limited liability company

By: REDUS PROPERTIES, INC., a Delaware corporation

Its: Manager

By: _____

Name: _____

Title: _____

STATE OF UTAH)

: ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017 by _____ as the _____ of REDUS PROPERTIES, INC., a Delaware corporation, as manager of REDUS PARK CITY LLC, a Delaware limited liability company.

Notary Public

Residing at: _____

My Commissions Expires: _____

The foregoing terms and conditions are accepted by:

PCMC:

PARK CITY MUNICIPAL CORPORATION, a Utah political subdivision

By: _____

Name: _____

Title: _____

Attest:

By: _____
City Recorder

STATE OF UTAH)
 : ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017 by _____, Mayor, and _____, City Recorder, of PARK CITY MUNICIPAL CORPORATION, a Utah political subdivision, on behalf of such municipality.

Notary Public

Residing at: _____
My Commissions Expires: _____

The foregoing easement is consented to by:

EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 : ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017 by _____, Authorized Representative of EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation, on behalf of such corporation.

Notary Public

Residing at: _____
My Commissions Expires: _____

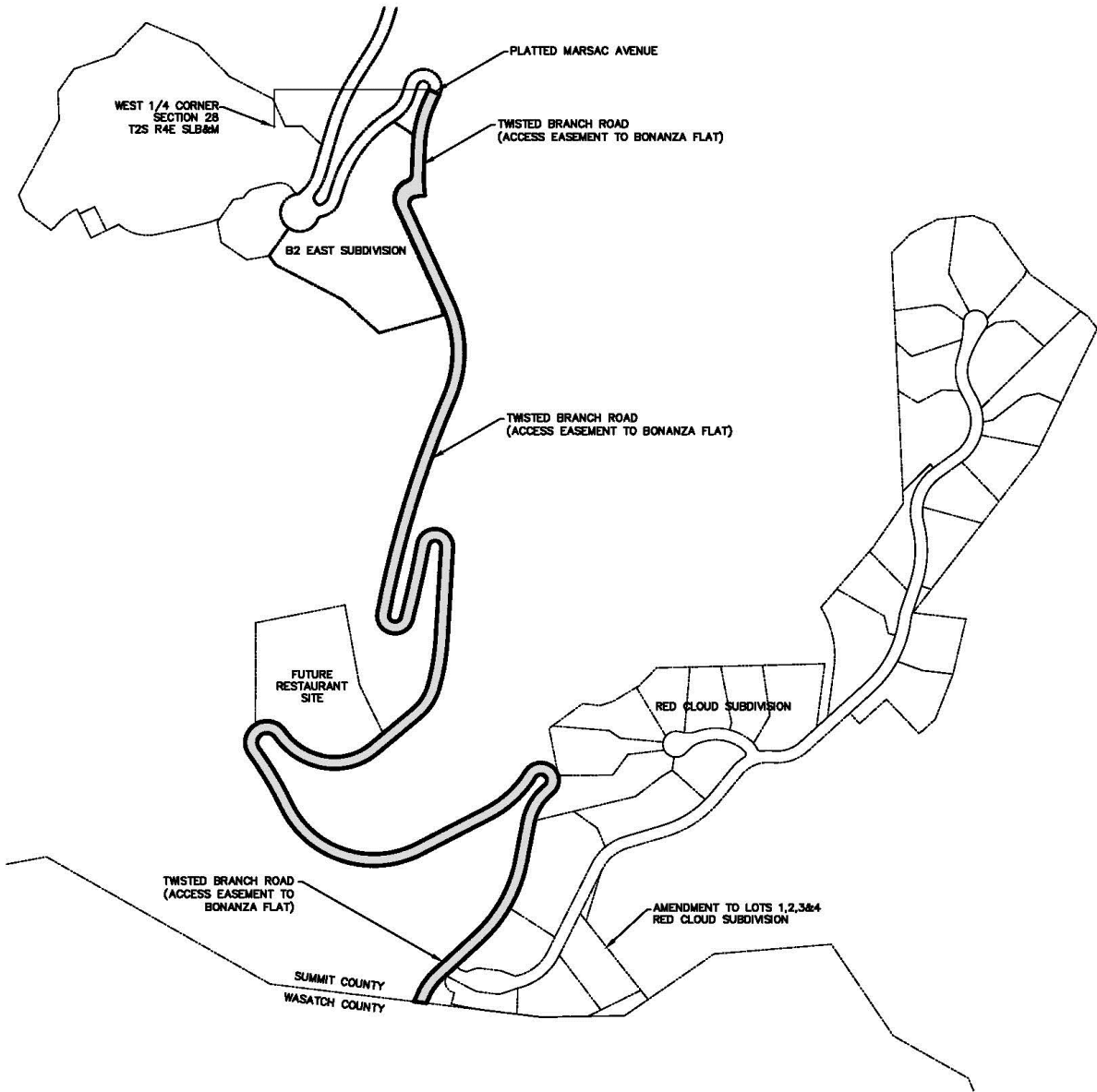
**EXHIBIT A
TO AMENDED AND RESTATED DECLARATION OF ACCESS EASEMENT
(LEGAL DESCRIPTION OF THE BENEFITTED PROPERTY)**

**[ADD LEGAL DESCRIPTION OF PROPERTY TO BE PURCHASED BY PARK CITY
MUNICIPAL CORP]**

EXHIBIT B
TO AMENDED AND RESTATED DECLARATION OF ACCESS EASEMENT
(LEGAL DESCRIPTION OF THE EASEMENT AREA)

[TO BE ADDED BY ALLIANCE ENGINEERING BEFORE CLOSING]

EXHIBIT C-1
TO AMENDED AND RESTATED DECLARATION OF ACCESS EASEMENT
(GENERAL DEPICTION OF THE EASEMENT AREA)



**EXHIBIT C-2
TO AMENDED AND RESTATED DECLARATION OF ACCESS EASEMENT
(SPECIFIC DEPICTION OF THE EASEMENT AREA DEPARTING TWISTED BRANCH
AND TERMINATING AT COUNTY LINE)**



EXHIBIT "G"

Form of Deed

When recorded, return to:

Wade R. Budge
Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

Mail Any Tax Notices to:

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

SPACE ABOVE THIS LINE FOR USE BY THE RECORDER

Affects Parcel Nos.: See attached Exhibit A

SPECIAL WARRANTY DEED

REDUS PARK CITY LLC, a Delaware limited liability company, Grantor, hereby conveys and warrants against all who claim by, through, or under the Grantor to **PARK CITY MUNICIPAL CORPORATION**, a Utah political subdivision, Grantee, for the sum of Ten Dollars and other good and valuable consideration, the surface estate of the following tract of land in Wasatch County, Utah, to wit:

See Exhibit A (the "Property");

EXCEPTING THEREFROM all mineral and ores, including, but not limited to, oil and gas, underlying the Property;

SUBJECT TO the matters of record including those items identified on the attached Exhibit B; and

IN CONNECTION WITH (and as an integral part of) the conveyance, the Grantee agrees and covenants to Grantor that the Property shall only be used for open space and recreational purposes consistent with the terms of a conservation easement(s) to be placed on the Property.

WITNESS the hand of said Grantor this ____ day of _____, 2017.

GRANTOR:

REDUS PARK CITY LLC,
a Delaware limited liability company
By: REDUS PROPERTIES, INC., a
Delaware corporation
Its: Manager

By: _____

Name: _____
Title: _____
Date: _____

STATE OF UTAH)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the authorized manager of Redus Park City LLC, a Delaware limited liability company by and through its manager, Redus Properties, Inc., a Delaware corporation, for and on behalf of said company.

Notary Public

GRANTEE:

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

By: _____
Name: _____
Title: _____
Date: _____

Attest:

City Recorder

STATE OF UTAH)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, Mayor, and _____, City Recorder of Park City Municipal Corporation, a Utah political subdivision.

EXHIBIT A
TO SPECIAL WARRANTY DEED
Legal Description of Property
[to be added at Closing]

EXHIBIT B
TO SPECIAL WARRANTY DEED
Permitted Exceptions
[to be added at Closing]