

00482782 Bk01060 Pa00764-00771  
7-88  
ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1997 JUL 17 08:41 AM FEE \$1.00 BY DMG  
REQUEST: PARK CITY MUNICIPAL CORP

WHEN RECORDED PLEASE RETURN TO:

Fee Exempt per Utah Code  
Annotated 1993 21-7-2

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

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**SPECIAL WARRANTY DEED**  
(Containing a Possibility of Reverter)

Florence J. Gillmor, a single woman, Grantor, of Salt Lake City, Salt Lake County, State of Utah, hereby conveys and warrants, against all claiming by, through or under her, to Park City Municipal Corporation, of P.O. Box 1480, 445 Marsac Avenue, Park City, Utah 84060-1480, Grantee, the following described tract of land (herein referred to as "Parcel A") located in Summit County, State of Utah, awarded to Grantor in that certain Judgment and Decree of Partition in Civil No. 223998, in the Third District Court of the Third Judicial District in and for Salt Lake County, dated February 14, 1981, and recorded with Entry No. 3837774, in Book 5487, beginning on page 125 and continuing through 166 in the office of the Salt Lake County Recorder:

That certain tract of land more particularly described in Exhibit "A" attached hereto and incorporated by this reference;

EXCEPTING THEREFROM all water, water rights or water stock, if any, relating to Parcel A;

SUBJECT TO AND TOGETHER WITH all easements, restrictions, rights of way and other matters of record or enforceable at law;

TO HAVE AND TO HOLD the above-described Parcel A herein granted unto Grantee, its successors and assigns, for as long as Parcel A and Parcel B (as hereinafter defined) are both used for one or more of the following uses (all of which uses shall be referred to herein as the "Acceptable Uses"):

Recreation. To provide for limited recreational uses for the public, such as walking, biking, cross country skiing, horseback riding and other such activities as are consistent with the preservation and protection in perpetuity of the natural open space and conservation values (collectively the "Natural Values") of Parcel A; provided however, no portion of Parcel A shall be used for: (i) golfing; (ii) hunting, trapping, fishing or other taking of animal life, except in accordance with generally accepted conservation practices to control disease or conduct herd management; (iii) igniting or maintaining open fires; or (iv) camping, lodging, housing or other overnight use or occupation (except

that overnight camping in tents or open-air, but not in motor homes or other structures or vehicles, shall be allowed); and/or

Agriculture. To continue the existing agricultural uses in accordance with sound, generally accepted agricultural practices; and/or

Public Access. To design, develop, construct, maintain, renovate, expand or replace rights-of-way, easements, and pathways for walking, biking, cross-country skiing and horseback riding on, across or through Parcel A; provided however, except for parking (i) incidental to the acceptable uses described in this deed, or (ii) in connection with the 2002 Winter Olympics, no portion of Parcel A shall be used as a parking area or by automobiles, trucks, vans, all-terrain vehicles, snowmobiles, motorcycles or other motor vehicles and motorized transportation equipment, except (a) as necessary to control, prevent or mitigate hazards, fire or significant injury to Parcel A, (b) as incidental to acceptable uses described herein, including without limitation maintenance required of the acceptable uses described herein, or (c) as expressly allowed elsewhere in this deed. Any violation of the foregoing use restrictions that is a result of the unauthorized use of Parcel A by third parties shall not be grounds for alleging a breach by Grantee of the provisions of this deed, provided Grantee makes reasonable efforts to prevent and prohibit any such unauthorized use; and/or

Education. To promote and provide education to the public, and various educational groups or other segments of the public, especially in the areas of nature and science, and to promote and provide for scenic enjoyment, gathering and special community events and activities for the public or various segments of the public, including in connection with and incidental to the foregoing the right to construct physical facilities, buildings and improvements and related roads and parking lots; provided, however, that the foregoing shall not allow for the construction or building of a facility or building that is or would generally be considered a school house or school building, whether for a public or private school, for the conducting and carrying on of a regular or typical, full time school program, such as an elementary school, as opposed to a science center or other type of educational facility that is used by many different schools or educational bodies incidental or supplemental to their full school or educational programs based or located elsewhere, and not as their primary residence; and/or

Resource Protection. To preserve and protect in perpetuity the Natural Values of Parcel A, including without limitation the re-vegetation and restoration of Parcel A with the planting and cultivating of plants and trees native or otherwise suited to the property; and/or

Limited Additional Recreational Uses. To construct, develop, operate and maintain activities and facilities open or available to the public, or segments

thereof, that would generally be considered recreational or athletic, including by way of illustration and not limitation, ice skating rinks and sheets, swimming pools, baseball, softball, football and soccer fields, parks, playgrounds, and similar uses (but not including amusement parks, carnivals and similar recreational activities involving significant development, machinery and mechanical devices), and buildings, structures, recreation centers, utilities, concession stands, incidental shops or stores carrying primarily articles related to such activities, parking lots, restroom facilities, and other improvements incidental to or required or typically found in connection with such recreational or athletic activities; provided, however, that all of the rights and uses granted in this section entitled "Limited Additional Recreational Uses" shall only pertain to and shall only be allowed on the following real property (which property is not a part of Parcel A):

- NW ¼ NW ¼ of Section 2, Township 2 South, Range 4 East
- NE ¼ NE ¼ of Section 3, Township 2 South, Range 4 East
- That portion of the NE ¼ NW ¼ of Section 2, Township 2 South, Range 4 East, lying west of State Highway 248; and/or

Caretaker Facility. To construct, develop and maintain on the Property one house, building or other facility, not to exceed 3,000 square feet in size, for use only as a caretaker and maintenance facility in which (i) a caretaker or caretakers may live for the purpose of providing maintenance, security and other services incidental to the protection, management, maintenance and preservation of the Property, and (ii) storage, maintenance and other upkeep functions related to the Property may be conducted or carried on.

Except as specifically and expressly allowed by the foregoing provisions, the following are specifically stated and declared to not be acceptable uses of or on Parcel A:

- a. the legal or de facto subdivision of Parcel A for any purpose; provided however, that (i) the lease of all or a portion of Parcel A for an Acceptable Use, or (ii) the transfer of all or a portion of Parcel A to any dependent entity of Grantee, shall not be deemed a violation of this paragraph a;
- b. the granting or conveying of easements or rights-of-way over, across or through Parcel A to adjacent parcels;
- c. any industrial or commercial use of or activity on Parcel A;
- d. the placement or construction of any residential or commercial buildings, structures, or other improvements other than those incidental to the acceptable uses described above;

- e. the dumping or other disposal of wastes, refuse, and debris;
- f. the placement of any signs or billboards on Parcel A, except that signs, whose placement, number, and design do not significantly diminish the open space character of Parcel A may be displayed to state the name and address of Parcel A, to give directions or other information in connection with walkways, bike paths or other paths or thoroughfares on Parcel A, to advertise a permitted on-site activity, and to post Parcel A to control unauthorized entry or use;
- g. the exploration for, or development, excavation, extraction or removal of, minerals, hydrocarbons, sand, gravel or rock, by any method;
- h. any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters; and
- i. the above-ground installation of new utility systems or the above-ground extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities.

Pursuant to that certain Special Warranty Deed dated December \_\_, 1996, Grantor conveyed to Grantee a parcel of land (herein "Parcel A") contiguous to Parcel B and referred to therein as Parcel A, which conveyance of Parcel A from Grantor to Grantee was made subject to the identical Acceptable Uses defined in this deed. (Parcel B and Parcel A are referred to herein collectively as the "Property.")

In the event the Property, or any portion thereof, shall cease being used for the Acceptable Uses, or any one or more of the same, for whatever reason or reasons whatsoever, including without limitation by reason of condemnation by Grantee or any dependent entity of Grantee, for a period of six months after Grantor gives written notice to Grantee of a "Final Determination of Nonacceptable Use," as hereinafter defined, then and in such event all of Parcel A shall automatically revert to Grantor, her successors and assigns; provided however, that neither a forbearance by Grantor to notify Grantee of a failure to use the Property for Acceptable Uses nor a failure by Grantor to give Grantee a notice of a Final Determination of Nonacceptable Use, shall be deemed or construed to be a waiver by Grantor of any of Grantor's rights under this deed. Grantor intends by the language previously set forth in this deed to create a fee simple determinable in Grantee, with Grantor retaining a possibility of reverter, so that fee simple title to Parcel A will be held and owned by Grantee, its successors and assigns, for as long as the Property, and each and every portion thereof, is used for the Acceptable Uses, or any one or more of the same, but in the event the Property or any portion or part thereof ceases being used for the Acceptable Uses, or any one or more of the same, for a period of six months after Grantor

gives Grantee notice of a Final Determination of Nonacceptable Use, it is intended by Grantor that all right, title and interest of Grantee, its successors and assigns, be automatically forfeited and that Parcel A immediately revert to and vest in Grantor, her successors and assigns, without any further action being required by Grantor, her successors and assigns. Further, it is intended by the preceding language that such automatic reverter will occur (after the required notice of a Final Determination of Nonacceptable Use) as to all of Parcel A if any portion or part of the Property is not used for one or more of the Acceptable Uses, regardless of the fact that the remaining portions of the Property are being used for Acceptable Uses.

A "Final Determination of Nonacceptable Use" shall be arrived at and determined in the following manner. At such time as Grantor, her successors and assigns, determines that any portion of the Property is not being used for an Acceptable Use, Grantor shall give notice of such event to Grantee ("Grantor's First Notice"). Within 60 days of actual receipt of Grantor's First Notice, Grantee shall give a written response ("Grantee's Response") to Grantor indicating either (a) that Grantee agrees with Grantor that an Acceptable Use is not occurring on a portion of the Property and that Grantee will cure such violation, or (b) that Grantee disagrees with Grantor's assertion that the use is not an Acceptable Use and the reasons why Grantee deems the use to be an Acceptable Use. In the event Grantee's Response acknowledges that a non-Acceptable Use is occurring, or in the event Grantee does not respond within 60 days of receipt of Grantor's First Notice, then for purposes of this deed a Final Determination of Nonacceptable Use shall be deemed to have been made on the date that is 60 days after receipt by Grantee of Grantor's First Notice. In the event Grantee gives Grantee's Response within the 60 day period allowed for such and asserts that the contested use is an Acceptable Use, then within 60 days after receipt of Grantee's Response Grantor shall either (y) accept the contested use as an Acceptable Use, or (z) give written notice to Grantee ("Grantor's Second Notice") that notwithstanding Grantee's assertion to the contrary, Grantor continues to consider the contested use as not being an Acceptable Use. Grantee shall, within 60 days after receipt of Grantor's Second Notice, either:

(i) respond to Grantor in writing that it agrees that the use is not an Acceptable Use and that it intends to remedy the same. If Grantee proceeds in this manner, or if Grantee fails to act within the 60 days allowed, then the date that is 60 days after receipt of Grantor's Second Notice shall be deemed to be the date on which a Final Determination of Nonacceptable Use has been made; or

(ii) commence litigation in the Third Judicial District Court for Summit County or other appropriate successor court seeking a judicial determination of whether or not an Acceptable Use under the terms of this deed is occurring on all of the Property. Grantee shall have the burden in any such litigation of proving that any contested use on the Property is an Acceptable Use. The date on which a final judgment is entered by the court, after all appeal rights have been exhausted, stating that a contested use is not an Acceptable Use, shall be the date of a Final Determination of Nonacceptable Use for purposes of this deed.

Grantee, as provided earlier in this deed, is taking ownership of Parcel A subject to all existing easements, restrictions, rights of way and other matters of record or enforceable at law. Grantor acknowledges and agrees that any use of the Property that is not an Authorized Use but which use arises from prescriptive or other rights existing or arising, or based on facts existing or arising, prior to the date of this deed, and not having their basis or origin in acts or authorizations of Grantee, its successors and assigns, occurring or arising after the date of this deed, shall not give rise to the right of reverter described in this deed notwithstanding the fact that the resulting use may be a use that is not an Authorized Use hereunder; provided that Grantee makes reasonable efforts to contest, stop and terminate any such asserted right that is not an Authorized Use if a reasonable legal basis exists for so contesting the asserted or claimed right.

Grantor or Grantor's agents may enter upon Parcel A at reasonable times in order to monitor and confirm Grantee's compliance with the covenants and restrictions in this deed, provided that Grantor shall not unreasonably interfere with Grantee's use of Parcel A, and the public's use and quiet enjoyment of Parcel A. Nothing in this deed shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in Parcel A, or for violation or breach of the covenants and restrictions in this deed resulting from acts of God, including without limitation but by way of example, fire, flood, storm and earth movement, or from any prudent action taken by Grantee under emergency conditions to prevent, abate or mitigate significant injury to Parcel A resulting from such acts of God.

All of the rights and interests in Parcel A reserved by Grantor in this deed, including without limitation the possibility of reverter, shall be freely assignable by Grantor and any such assignee shall, after any such assignment, have all of the rights and interests assigned as if such assignee were the original grantor hereunder.

00476121 Bk01037 P00033

00482782 Bk01060 P000769

WITNESS the hand of Grantor this 5th day of January, 1997.

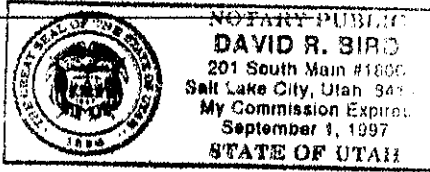
Florence J. Gillmor  
FLORENCE J. GILLMOR

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 3rd day of January, 1997 by Florence J. Gillmor.

David R. Bird  
Notary Public  
Residing at: Sandy Utah

My Commission Expires:



00476111 Bk01037 P600129

00482782 Bk01060 P600770

EXHIBIT "A"

Parcel A

Beginning at a point on the south line of section 28, T1S, R4E, SLB&M 1023.00 feet east of the southwest corner of said section 28, thence north 2083.86 feet, thence east 4257.00 feet more or less to the east line of said section 28, thence south along the section line 2083.86 feet more or less to the southeast corner of said section 28, thence west along the section line 4257.00 feet more or less to point of beginning. Also the north 265 feet of the northwest quarter of the southwest quarter, and the west half of the northwest quarter, and the west 980 feet of the northeast quarter of the northwest quarter, of section 34, T1S, R4E, SLB&M;

Contains 294 acres more or less.

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