

When Recorded Return To:

ECCKIDS LIMITED LIABILITY COMPANY  
79 South Main Street  
2nd Floor  
Salt Lake City, UT 84102  
Attn: C. Hope Eccles

**PEDESTRIAN BRIDGE EASEMENT AGREEMENT**

THIS PEDESTRIAN BRIDGE EASEMENT AGREEMENT (this "Agreement") is entered into as of this 24<sup>th</sup> day of February, 2017, between SILVER LAKE VILLAGE PLAZA ASSOCIATION, a Utah nonprofit corporation ("Grantor"), and ECCKIDS LIMITED LIABILITY COMPANY, a Wyoming limited liability company, and DVP, LLC, a Utah limited liability company (collectively referred to herein as "Grantee"). In this Agreement Grantor and Grantee are sometimes collectively referred to as the "Parties" and separately as a "Party."

**RECITALS**

A. Grantor and Grantee have entered into that certain Agreement for Purchase and Sale (the "Purchase Agreement") dated as of February 24, 2017, pursuant to which Grantor agreed to grant to Grantee an easement (the "Pedestrian Bridge Easement") to construct a pedestrian bridge (the "Pedestrian Bridge") above and across the private road named Sterling Court within the Silver Lake Village No. 1 Subdivision (the "Subdivision") located in Park City, Utah in the location identified on the map (the "Map") attached hereto as Exhibit A. The real property that shall be the subject of the Pedestrian Bridge Easement is described in Exhibit B attached hereto (the "Pedestrian Bridge Easement Parcel").

B. Grantee has received approval from Park City Municipal Corporation (the "City") and from Grantor to construct the Pedestrian Bridge across Sterling Court within the Pedestrian Bridge Easement Parcel in order to provide pedestrian access between the real property located on each end of Pedestrian Bridge Easement Parcel that has been developed for the operation of the Goldener Hirsch Inn (the "Inn"). The legal descriptions of the parcels of real property on which the Inn is located are set forth in Exhibit C attached hereto (the "Benefitted Property").

**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing Recitals and the undertakings and mutual covenants of the Parties set forth herein, Grantor and Grantee hereby covenant and agree as follows:

1. Grantor hereby grants to Grantee a perpetual easement above and across the Pedestrian Bridge Easement Parcel for the construction, operation, maintenance, repair and replacement of the facilities and equipment to be installed by Grantor in connection with the

construction and installation of the Pedestrian Bridge, including without limitation the footings, foundations, columns and other structural elements required to support the Pedestrian Bridge structure, the structural elements or connections necessary to support and anchor a ramp leading from the Pedestrian Bridge structure to the Benefitted Property and any other structural or finish elements of the Pedestrian Bridge necessary to stabilize the Pedestrian Bridge or to connect the Pedestrian Bridge to any improvements located on the Pedestrian Bridge Easement Parcel or on the Benefitted Property or otherwise to complete the Pedestrian Bridge in accordance with the requirements of the City.

2. In connection with the construction of the Pedestrian Bridge, Grantee may disturb nonstructural walls, landscaping and other elements of the Pedestrian Bridge Easement Parcel, subject to the obligation of Grantee to restore the disturbed areas to an acceptable condition consistent with the drawings and specifications approved by the City for the Pedestrian Bridge and any requirements of the City imposed in connection with the approval of the Pedestrian Bridge project.

3. Grantee agrees to obtain and keep in continuous effect a policy of combined general liability and property damage insurance with limits of \$3,000,000 per occurrence and \$5,000,000 aggregate and/or amounts consistent with Grantor's insurance policy limits. Grantee will adjust policy limits as requested by Grantor to ensure coverage amounts consistent with Grantor's policy and Grantee will confirm policy limits annually with Grantor prior to binding coverage. Proof of such insurance shall be provided to Grantor by Grantee in the form of certificates of insurance or copies of actual insurance policies. The coverage shall name Grantor as an additional insured on the general liability and casualty insurance relating to the Pedestrian Bridge located on the Pedestrian Bridge Easement Parcel. A thirty (30) day cancellation notice provision within such policies is required for the benefit of Grantor.

4. This Agreement embodies the entire understanding among the Parties with respect to the subject matter hereof. This Agreement and the Pedestrian Bridge Easement created hereby and shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns as the owners of the Pedestrian Bridge Easement Parcel and the Benefitted Property.

EXECUTED by the Parties hereto to be effective as of the date set forth above.

**GRANTOR:**

SILVER LAKE VILLAGE PLAZA ASSOCIATION,  
a Utah nonprofit corporation

By: 

Name: Steven Issowits  
Title: President

**GRANTEE:**

ECKKIDS LIMITED LIABILITY COMPANY,  
a Wyoming limited liability company

By: C Hope Eccles  
Name: C. Hope Eccles  
Title: Manager

DVP, LLC,  
a Utah limited liability company

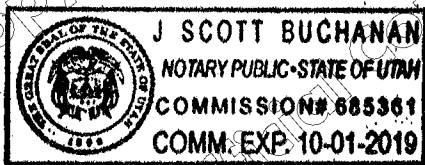
By: C Hope Eccles  
Name: C. Hope Eccles  
Title: Manager

STATE OF UTAH

COUNTY OF SUMMIT

)  
ss.

The foregoing instrument was acknowledged before me this 24<sup>TH</sup> day of FEBRUARY, 2017 by Steven Issowits, in his capacity as the President of SILVER LAKE VILLAGE PLAZA ASSOCIATION, a Utah nonprofit corporation.



J Scott Buchanan  
NOTARY PUBLIC  
Residing at: PARK CITY, UT

My Commission Expires:

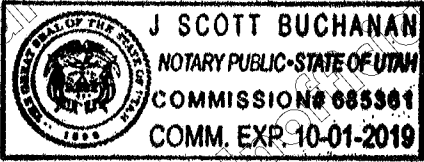
10/1/2019

STATE OF UTAH )

COUNTY OF SUMMIT )

: ss.

The foregoing instrument was acknowledged before me this 24<sup>TH</sup> day of FEBRUARY, 2017 by C. Hope Eccles, in her capacity as the Manager of ECCKIDS LIMITED LIABILITY COMPANY, a Wyoming limited liability company.



J Scott Buchanan  
NOTARY PUBLIC  
Residing at: PARK CITY, UT

My Commission Expires:

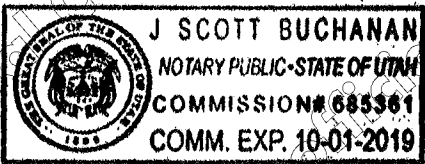
10/1/2019

STATE OF UTAH )

COUNTY OF SUMMIT )

: ss.

The foregoing instrument was acknowledged before me this 24<sup>TH</sup> day of FEBRUARY, 2017 by C. Hope Eccles, in her capacity as the Manager of DVP, LLC, a Utah limited liability company.



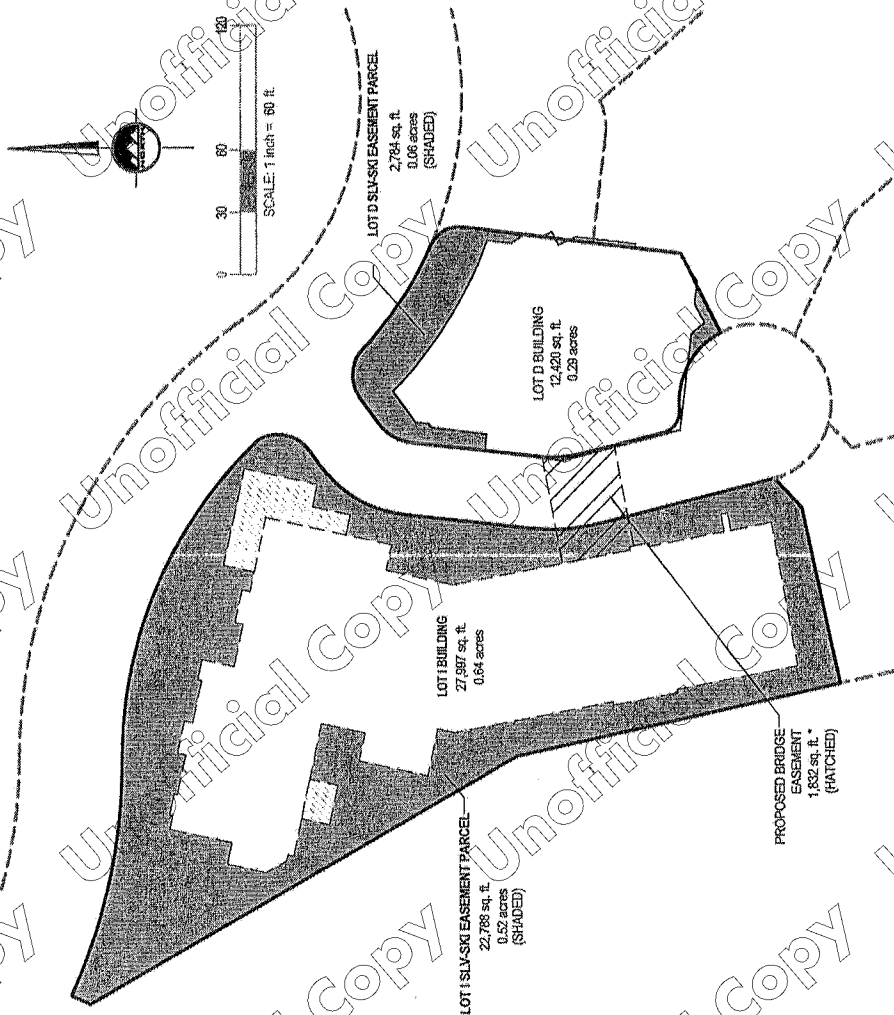
J Scott Buchanan  
NOTARY PUBLIC  
Residing at: PARK CITY, UT

My Commission Expires:

10/1/2019

**EXHIBIT A  
TO  
PEDESTRIAN BRIDGE EASEMENT AGREEMENT**

**The Map**



PROJECT # 6772	DATE 5/3/2016	<b>SILVER LAKE VILLAGE AREA CALCULATIONS EXHIBIT PROPOSED</b>	FOR: ECCORING, LLC	45 W, 10900 S, Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 <a href="http://www.ensigneng.com">www.ensigneng.com</a>	
P&E					

**EXHIBIT B  
TO  
PEDESTRIAN BRIDGE EASEMENT AGREEMENT**

**Legal Description of the Pedestrian Bridge Easement Parcel**

**PROPOSED PEDESTRIAN BRIDGE EASEMENT PARCEL DESCRIPTION**

Beginning at a point along the East face of a proposed building, said point also being South 896.03 feet and East 885.99 feet from the Southwest Corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base & Meridian, and running:

thence North 79°16'57" East 52.73 feet;  
thence Southeasterly 20.66 feet along the arc of a 61.90 foot radius curve to the left (center bears and the long chord bears South 4°26'15" East 20.57 feet with a central angle of 19°07'31")  
thence South 14°00'00" East 15.58 feet;  
thence South 79°16'57" West 49.71 feet;  
thence North 10°43'03" West 2.00 feet;  
thence South 79°16'57" West 1.67 feet;  
thence North 10°43'03" West 34.00 feet to the point of beginning.

Pedestrian Bridge Easement Parcel contains 1,832 square feet.

*SUMMIT COUNTY TAX SERIAL NO. : SLV-ROAD*

**EXHIBIT C  
TO  
PEDESTRIAN BRIDGE EASEMENT AGREEMENT**

**Legal Description of the Benefitted Property**

**NEW LOT I PROPOSED BUILDING FOOTPRINT**

Beginning at the Northwest corner of a proposed building, said point also being South 702.30 feet and East 757.35 feet from the Southwest Corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base & Meridian, and running:

thence South 77°43'03" East 6.88 feet; thence North 12°16'57" East 1.62 feet; thence South 77°43'03" East 10.25 feet; thence South 12°16'57" West 1.62 feet; thence South 77°43'03" East 19.69 feet; thence North 12°16'57" East 4.10 feet; thence South 77°43'03" East 16.13 feet; thence South 12°16'57" West 4.10 feet; thence South 77°43'03" East 21.06 feet; thence North 12°16'57" East 2.00 feet; thence South 77°43'03" East 10.00 feet; thence South 12°16'57" West 16.00 feet; thence South 77°43'03" East 21.06 feet; thence North 12°16'57" East 4.06 feet; thence South 77°43'03" East 16.12 feet; thence South 12°16'57" West 4.06 feet; thence South 77°43'03" East 9.81 feet; thence North 12°16'57" East 15.33 feet; thence South 77°43'03" East 47.98 feet; thence South 12°01'38" West 36.83 feet; thence North 77°43'03" West 11.14 feet; thence South 12°16'57" West 19.00 feet; thence North 77°43'03" West 10.00 feet; thence South 12°16'57" West 23.00 feet; thence North 77°43'03" West 12.67 feet; thence South 12°16'57" West 33.60 feet; thence South 10°43'03" East 89.22 feet; thence North 79°16'57" East 1.67 feet; thence South 10°43'03" East 9.67 feet; thence South 79°16'57" West 1.67 feet; thence South 10°43'03" East 37.71 feet; thence North 79°16'57" East 8.62 feet; thence South 10°43'03" East 3.25 feet; thence South 79°16'57" West 8.62 feet; thence South 10°43'03" East 20.37 feet; thence South 79°16'57" West 71.00 feet; thence North 10°43'03" West 61.33 feet; thence South 79°16'57" West 1.67 feet; thence North 10°43'03" West 32.00 feet; thence North 79°16'57" East 1.67 feet; thence North 10°43'03" West 79.73 feet; thence North 12°16'57" East 8.52 feet; thence North 77°43'03" West 23.33 feet; thence North 12°16'57" East 34.50 feet; thence South 77°43'03" East 14.00 feet; thence North 12°16'57" East 22.00 feet; thence North 77°43'03" West 27.63 feet; thence South 12°16'57" West 14.00 feet; thence North 77°43'03" West 19.46 feet; thence North 12°16'57" East 14.00 feet; thence North 77°43'03" West 18.54 feet; thence North 12°16'57" East 3.00 feet; thence North 77°43'03" West 3.28 feet; thence North 27°43'03" West 11.49 feet; thence North 12°16'57" East 19.20 feet; thence South 77°43'03" East 10.67 feet; thence North 12°16'57" East 31.00 feet to the point of beginning.

New Lot I Building Footprint contains 27,997 square feet.

**SUMMIT COUNTY TAX SERIAL NO'S: SLV-RE-F, SLV-RE-G + SLV-RE-H.**

**NEW LOT I PROPOSED SLV-SKI EASEMENT PARCEL**

Beginning at a point South 653.91 feet and East 677.23 feet from the Southwest Corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base & Meridian, and running:

thence Easterly 117.93 feet along the arc of a 275.00 foot radius curve to the left (center bears North 24°34'16" East and the chord bears South 77°42'52" East 117.03 feet with a central angle of 24°34'16");

thence Southeasterly 173.45 feet along the arc of a 212.36 foot radius curve to the right (center bears South and the chord bears South 66°36'05" East 168.67 feet with a central angle of 46°47'50");

thence Southerly 28.88 feet along the arc of a 20.01 foot radius curve to the right (center bears South 60°48'00" West and the chord bears South 12°08'45" West 26.44 feet with a central angle of 82°41'31");

thence South 53°30'00" West 10.00 feet;

thence Southwesterly 47.67 feet along the arc of a 57.50 foot radius curve to the left (center bears South 36°30'00" East and the chord bears South 29°45'00" West 46.32 feet with a central angle of 47°30'00");

thence South 06°00'00" West 64.18 feet;

thence Southerly 33.82 feet along the arc of a 96.90 foot radius curve to the left (center bears South 84°00'00" East and the chord bears South 04°00'00" East 33.65 feet with a central angle of 20°00'00");

thence South 14°00'00" East 88.27 feet;

thence South 45°00'00" West 19.95 feet;

thence South 77°40'00" West 87.51 feet;

thence North 12°20'00" West 163.89 feet;

thence North 29°30'00" West 241.89 feet;

thence North 24°34'16" East 10.00 feet to the point of beginning.

Entire parcel contains 50,785 square feet.

Less and excepting therefrom the following described parcel:

Beginning at the Northwest corner of a proposed building, said point also being South 702.30 feet and East 757.35 feet from the Southwest Corner of Section 22, Township 2 South, Range 4 East, Salt Lake Base & Meridian, and running:

thence South 77°43'03" East 6.88 feet; thence North 12°16'57" East 1.62 feet; thence South 77°43'03" East 10.25 feet; thence South 12°16'57" West 1.62 feet; thence South 77°43'03" East 19.69 feet; thence North 12°16'57" East 4.10 feet; thence South 77°43'03" East 16.13 feet; thence South 12°16'57" West 4.10 feet; thence South 77°43'03" East 21.06 feet; thence North 12°16'57" East 2.00 feet; thence South 77°43'03" East 10.00 feet; thence South 12°16'57" West 16.00 feet; thence South 77°43'03" East 21.06 feet; thence North 12°16'57" East 4.06 feet; thence South 77°43'03" East 16.12 feet; thence South 12°16'57" West 4.06 feet; thence South 77°43'03" East 9.81 feet; thence North 12°16'57" East 15.33 feet; thence South 77°43'03" East 47.98 feet; thence South 12°01'38" West 36.83 feet; thence North 77°43'03" West 11.14 feet; thence South 12°16'57" West 19.00 feet; thence North 77°43'03" West 10.00 feet; thence South 12°16'57" West 23.00 feet; thence North 77°43'03" West 12.67 feet; thence South 12°16'57" West 33.60 feet; thence South 10°43'03" East 89.22 feet; thence North 79°16'57" East 1.67 feet; thence South 10°43'03" East 9.67 feet; thence South 79°16'57" West 1.67 feet; thence South 10°43'03" East 37.71 feet; thence North 79°16'57" East 8.62 feet; thence South 10°43'03" East 3.25 feet;



thence South 79°16'57" West 8.62 feet; thence South 10°43'03" East 20.37 feet; thence South 79°16'57" West 71.00 feet; thence North 10°43'03" West 61.33 feet; thence South 79°16'57" West 1.67 feet; thence North 10°43'03" West 32.00 feet; thence North 79°16'57" East 1.67 feet; thence North 10°43'03" West 79.73 feet; thence North 12°16'57" East 8.52 feet; thence North 77°43'03" West 23.33 feet; thence North 12°16'57" East 34.50 feet; thence South 77°43'03" East 14.00 feet; thence North 12°16'57" East 22.00 feet; thence North 77°43'03" West 27.63 feet; thence South 12°16'57" West 14.00 feet; thence North 77°43'03" West 19.46 feet; thence North 12°16'57" East 14.00 feet; thence North 77°43'03" West 18.54 feet; thence North 12°16'57" East 3.00 feet; thence North 77°43'03" West 3.28 feet; thence North 27°43'03" West 11.49 feet; thence North 12°16'57" East 19.20 feet; thence South 77°43'03" East 10.67 feet; thence North 12°16'57" East 31.00 feet to the point of beginning.

Excluded parcel contains 27,997 square feet.

New Lot I Proposed SLV-Ski Easement Parcel contains 22,788 square feet.

**SUMMIT COUNTY TAX SERIAL NO'S: SLV-REF-SKI, SLV-REG-SKI + SLV-REH-SKI  
LOT D BUILDING FOOTPRINT**

The area consisting of the **Golden Deer Phase 1 Condominiums, a Utah condominium project**, as the same is identified and established in the record of survey map recorded December 27, 1990 as Entry No. 334606, the Declaration of Condominium recorded December 27, 1990 as Entry No. 334607 in Book 591 at Page 484, and the plat of the First Amendment Golden Deer Phase 1 Condominiums recorded November 2, 2007 as Entry No. 829718 of the official records in the office of the Summit County Recorder.

Lot D contains 12,420 square feet. *GD-101, GD-102, GD-103, GD-201, GD-202, GD-203, GD-204, GD-205, GD-206, GD-207, GD-208, GD-209, GD-301, GD-302,*

**SUMMIT COUNTY TAX SERIAL NO'S: *GD-303, GD-304, GD-305, GD-306, GD-401, GD-402, GD-C1-1AM, AND GD-C2.***

**LOT D SLV-SKI EASEMENT PARCEL**

The Pedestrian and Skier Circulation Easement Areas surrounding Lot D, **Silver Lake Village No. 1 Subdivision**, according to the official plat thereof, recorded June 21, 1989 as Entry No. 309534 of the official records in the office of the Summit County Recorder.

Excepting therefrom any portions lying within **Golden Deer Phase 1 Condominiums, a Utah condominium project**, as the same is identified and established in the record of survey map recorded December 27, 1990 as Entry No. 334606, the Declaration of Condominium recorded December 27, 1990 as Entry No. 334607 in Book 591 at Page 484, and the plat of the First Amendment Golden Deer Phase 1 Condominiums recorded November 2, 2007 as Entry No. 829718 of the official records in the office of the Summit County Recorder.

Summit County Tax Serial Number: SLV-D-SKI

Lot SLV-D-SKI Easement Parcel contains 2,784 square feet.