

AFTER RECORDING, MAIL TO:

The Union Square Owners Association, Inc.
c/o William Shoaf
4780 Winchester Court
Park City, Utah 84060

TAX I.D. - SA-400-F, SA-400-A, SA-400-406, ESB-1, ESB-2, SA-425-UPL

NON-EXCLUSIVE CLUB FACILITIES LICENSE AGREEMENT

THIS NON-EXCLUSIVE CLUB FACILITIES LICENSE AGREEMENT (“Agreement”) is made and entered into this 29 day of November, 2007, by and between EASY STREET PARTNERS, LLC, a Utah limited liability company (“Licensor”); and THE UNION SQUARE OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (“Licensee”). Licensor and Licensee are collectively sometimes referred to herein as the “Parties,” and individually, as a “Party.”

RECITALS

A. Union Square is a mixed-use condominium project located in Park City, Summit County, Utah (the “Project”).

B. The Project was created pursuant to a Declaration of Condominium Union Square, Park City, Utah, recorded in the Office of the Summit County Recorder, State of Utah, on April 12, 2006, in Book 1784 at Pages 195-296 (“Declaration”).

C. Except as otherwise provided herein, all capitalized terms used in this Agreement shall have the defined meanings set forth in Article 2 of the Declaration.

D. The Project is comprised of certain Shared Interest Units and Commercial Units. The Shared Interest Units are residential units in a six-story condominium known as “The Sky Lodge.”

E. The Commercial Units include The Sky Club Lounge, the Hotel (i.e., the lobby reception area, indoor pool area, fitness center, underground parking area including the sport club), and the Spa, which all are located within the Sky Lodge (the “Club Facilities”).

F. Licensor is the owner of the Club Facilities, which are more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

G. Licensor has formed, or will form, the Sky Club (the “Club”).

H. Licensor, through its Club Manager, provides certain hotel and concierge services more particularly described in the Overview of the Sky Club to Club members (the “Club Services”).

I. Licensee is a non-profit corporation comprised of Members who own (i) Shared Interests in Shared Interest Units in the Project and (ii) the Commercial Units.

ETA-2189030

J. The Parties desire to enter into an agreement whereby Licensor grants a membership in the Club and the right to use the Club Facilities and Club Services to the Members of the Association who are Shared Interest Owners, and their spouse and dependent children as defined by the IRS regulations, during in residence Vacation Times at the Project on the terms and conditions hereinafter set forth.

K. This Agreement and membership and other rights granted hereunder shall not apply to Members of the Association who own Commercial Units.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. License to the Club Facilities and Club Services. Licensor hereby grants to Licensee for the use and benefit of the Shared Interest Owners, their spouses and dependent children as defined by IRS regulations ("collectively, the "Residential Members"), a membership and non-exclusive license to use the Club Facilities and Club Services during normal operating hours on the terms set forth in this Agreement. Residential Members shall have membership and use rights granted under this Agreement only during their period of exclusive occupancy of a Shared Interest Unit during Vacation Times. Access and use of the Club Facilities and Club Services is subject to such restrictions, rules and regulations established by Licensor in its sole discretion. Notwithstanding the foregoing, Residential Members shall have the right to use the facilities of the Sky Club Lounge when not in residence on a "space available" basis as determined by Licensor or the Club Manager in its sole discretion.

2. Use Fee.

2.1 Use Fee Amount. In consideration of Licensor's grant to Licensee of a non-exclusive license for the Residential Members to use the Club Facilities and Club Services, Licensee agrees to pay a monthly fee equal to the number of Residential Members (exclusive of the unsold Declarant Shared Interests) multiplied by the then applicable monthly use fee (the "Use Fee"). By way of example, the maximum number of Residential Members is 176. The Use Fee for Club Year 2008 equals \$175.00 per month per Shared Interest. If Declarant has sold 100 Shared Interests, then Licensee will be required to pay a monthly Use Fee in the amount of \$17,500. The Use Fee shall be payable in advance on the first day of each month. The Use Fee for any partial month shall be prorated. Licensor may adjust the Use Fee from year to year at the sole discretion of the Licensor, provided, however, that Licensor shall not increase the Use Fee more than ten (10%) percent in a given year. Licensor shall provide Licensee notice of any increase in the Use Fee by November 1 of the year preceding any increase.

2.2 Late Payment Penalties. If Licensee fails to make a monthly payment of the Use Fee by the 15th day of a given month, Licensee will be subject to a late payment charge equal to a one and one-half percent (1.5%) per month. This late charge shall accrue from the date on which the payment of a Use Fee becomes delinquent until the Use Fee is paid in full. Licensor may take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of the rights granted under this Agreement to use and enjoyment of the Club Facilities or Club Services.

Licensee shall be liable for all costs and for any expenses of legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings. Notwithstanding the foregoing, Licensor may terminate this Agreement for Licensee's failure to pay the Use Fee, as set forth in Section 8 below.

3. Club Services Fees. Licensee agrees that the Residential Members shall pay the regular fees established by the Licensor to use the Club Facilities and/or Club Services, less such discount amounts, if any, as established by Licensor.

4. Conditions of Use. Licensor reserves the right in its absolute and sole discretion at any time and from time to time, without consent and with or without any notice to:

4.1 Impose reasonable restrictions on the ingress or egress to and/or use of any part or parts or all of the Club Facilities and/or Club Services and establish and enforce reasonable rules and regulations governing and controlling such ingress, egress and use, all of which restrictions, rules and regulations may be changed or modified at any time and from time to time, with or without notice; and

4.2 Impose or levy charges or fees for use of any part or parts of the Club Facilities and/or the Club Services for those services which are normally charged on a fee basis and the amounts of such charges and fees may, to the extent permitted by law, be in different amounts for individuals in different classifications established by Licensor. For example, services such as a masseur or a personal fitness trainer are of the type of services not covered by the Use Fee and license granted herein. All charges and fees and classifications may be changed or modified at any time and from time to time with or without notice.

5. Changes to Club Facilities and Club Services. Licensor shall have the right in its absolute discretion at any time and from time to time, with or without any notice, to change, alter, demolish, modify, improve, add to, diminish or increase the size of, or change the location of the Club Facilities and/or the Club Services, whether or not any of the foregoing diminishes the value or the benefit which the Licensee would derive from use of the Club Facilities and/or the Club Services. Without limiting the generality of the foregoing, Licensor shall have the right in its absolute discretion at any time and from time to time, with or without notice, to construct additional improvements of any kind, whether or not the Owners will have any access to or use thereof; change, demolish, remodel or alter existing improvements including swimming pools and exercise facilities; and change the number, location and type of the Club Facilities and/or Club Services.

6. No Interference with Club Facilities. Licensee shall not have the right or authority to prohibit, contest, obstruct, delay or in any other way impede the construction, operation repair or maintenance of any Club Facilities to be constructed or installed in the Project at anytime.

7. Condemnation. If the whole or any part of the Club Facilities shall be acquired or taken by condemnation or other related governmental or quasi-governmental proceedings, or any transfer in lieu thereof, this Agreement and the license, the right-of use and other rights granted or made available herein shall terminate with respect to such whole or any part thereof as of the date Licensor loses possession thereof, and such license and right-of-use shall, from that point

forward automatically be removed from and shall, thereafter, no longer be a part of the Club Facilities and/or the Club Services. Licensor shall be entitled to any and all proceeds or awards resulting from any such proceedings, or any transfer in lieu thereof, and neither the Licensee nor any Residential Member shall have no right, title or interest whatsoever therein.

8. Default by Licensee. Notwithstanding any provision contained in this Agreement to the contrary, the Parties agree that in the event Licensee defaults in any manner with respect to its obligations under this Agreement, within thirty (30) days after written notice of such default, Licensor may, at its option, revoke the license and the right-of-use granted under this Agreement in the event Licensee has not cured such default.

9. Title. Licensee acknowledges the title of Licensor to the Club Facilities and the Club Services and agrees never to assail, challenge or deny such title. Licensee further agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Club Facilities or Club Services by virtue of this license or its use hereunder.

10. Non-Exclusive License and Right-of-Use. The license granted hereunder and the right-of-use are not exclusive to the Licensee. The rights of access and use as set forth herein are expressly made subject to all of the rules, regulations, fees and conditions applicable to all users of the Club Facilities and/or the Club Services, including hours of operation. Residential Members shall only have the use granted and made available under this license during their period of exclusive occupancy of a Shared Interest Unit during Vacation Time; provided, however, that Residential Members may use The Sky Club Lounge on a "space available" basis as determined by the Club Manager.

11. Use by Other Licensees. Licensee acknowledges that Licensor will grant other licenses or issue other memberships and make available similar rights-of-use for the use and benefit of other persons. Licensee shall not interfere with, impair or in any way challenge the right of such persons to use the Club Facilities and/or Club Services so long as such use is consistent with the then existing rules and regulations.

12. Conveyance Subject to License. The Club Facilities shall not be conveyed or transferred by Licensor in whole or in part unless said conveyance or conveyances shall be subject to all of the rights granted hereunder, provided that Licensee is not in default of its obligations under this Agreement.

13. Term. The membership and license granted hereby shall terminate (i) as to any Residential Members (1) upon their refusal to grant to Licensor, or its assigns, the right to the Declarant's Shared Interest Unit Use Period, or (2) upon their refusal, or the refusal of their guests, to abide by the Club rules and regulations, as determined by Licensor or the Club Manager in its sole discretion, and (ii) as to the Association (1) upon termination of CloudNine Resorts – Sky Lodge Management, LLC as the manager of the Project, (2) upon the nonpayment of the Use Fees, (3) upon the vote of the Members of the Association to resign from the Club and terminate Declarant's right to the Declarant's Shared Interest Use Period, and (4) upon sale of the Commercial Units by Declarant, and termination of the Club as part of the sale. Upon the occurrence of any of the foregoing events, this license and membership, and other rights granted under this Agreement, shall immediately terminate upon Licensor's written notice to Licensee (or a breaching Residential Member if this license and membership is not terminated by Licensor to all Residential Members).

14. Assignment of Rights Under License. The privileges hereunder shall not be assignable except in connection with the transfer of a Shared Interest in a Shared Interest Unit. Once a Shared Interest is sold, the previous owner shall have no rights hereunder.

15. Indemnification. Licensee hereby agrees to indemnify, defend and hold harmless Licensor from and against any all claims, losses, liabilities, costs and expenses of any kind or character related to the improper or unlawful conduct by the Residential Members in connection with their use of the Club Facilities and/or the Club Services.

16. Notice. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail to the addresses listed below, or to such other address as each Party may give to the other in writing. If delivery is made by mail, it shall be deemed to have been delivered 48 hours after a copy of the same has been deposited in the U.S. postal service, first-class postage prepaid, addressed as follows:

Licensor:	Easy Street Partners, LLC c/o William Shoaf 4780 Winchester Court Park City, Utah 84060
Licensee:	The Union Square Owners Association, Inc. 4780 Winchester Court Park City, Utah 84060

17. Acknowledgement of Membership Rights. The rights granted under this Agreement permit Residential Members to use the Club Facilities and/or Club Services in accordance with the Rules and Regulations of the Club. The rights granted hereunder are not an investment in Licensor, or the Club Facilities or Club Services, and do not give a Residential Member a vested or prescriptive right or easement to use the Club Facilities or Club Services. The rights granted under this Agreement do not provide a Residential Member with an equity or ownership interest or any other property interest in Licensor or the Club Facilities or Club Services. Each Residential Member only acquires a revocable license to use the Club Facilities and Club Services in accordance with the terms and conditions of this Agreement and the Rules and Regulations, as the same may be amended from time to time. Licensor reserves the right to modify the Rules and Regulations, to sell, lease or otherwise dispose of the Club Facilities, to add, issue or modify any type, category or class of membership, and to make any other changes in the terms and conditions of membership or in the Club Facilities or Club Services available for use by Residential Members.

18. Assumption of Risk. Licensee hereby acknowledges that the use of the Club Facilities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. Licensee hereby accepts any and all risk of injury sustained while using the Club Facilities or while involved in any event or activity incident to membership in the Club. In accepting the risk of injury, Licensee understands that it is relieving Licensor, its affiliates, their successors and assigns and their respective directors, officers, partners, shareholders, members, employees and agents and the members of any Club committee from any and all loss, cost, claims, injury, damages or liability sustained or incurred by any Residential Member resulting from or arising out of any conduct or event connected with membership in the Club and use of any of the Club Facilities.

19. **Disclaimer of Warranty.** There are no warranties, express or implied, with respect to the Club Facilities and Club Services. Licensor shall have no liability to Licensee or any Residential Member resulting from the Residential Members' use of the Club Facilities and/or the Club Services.

20. **Rules and Regulations.** Licensor may enact such reasonable rules and regulations as it sees fit to regulate the use of the Club Facilities and/or Club Services. Such rules shall be binding upon the Licensee and the Residential Members upon delivery to the Licensee, in writing, of such rules and regulations.

21. **Waiver.** No waiver of any default hereunder shall be implied from any failure to take any action in respect to such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any terms, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The rights or remedies of the parties under the terms of this Agreement shall be deemed to be cumulative and none of such rights and remedies shall be exclusive of any others or of any right or remedy at law or in equity which any party might otherwise have as a result of a default under this Agreement. The exercise of any right or remedy shall not impair the right to exercise any other right or remedy.

22. **No Relationship of Principal and Agent.** Nothing contained in this Agreement nor any acts of either Party shall be deemed or construed by any third person to create the relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any other similar association between the Parties hereto.

23. **Severability of Unenforceable Provisions.** If any provision or provisions of this Agreement, or the application thereof to any party or other person or to any certain circumstances, shall be held to be unenforceable, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party or other person or to any circumstances other than as to those to which it is held to be unenforceable, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby; and the parties hereto agree that they would have entered into this Agreement independently of any provision or provisions of this Agreement which are held to be unenforceable, void or illegal.

24. **Governing Law.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

25. **Rights of Licensor.** All references herein to "Licensor" shall mean Licensor, its successors and assigns.

26. **Amendment.** This Agreement may be modified or amended only by a written instrument executed by Licensor, its successors or assigns, and Licensee.

27. **No Gift or Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Club Facilities to the general public or for the benefit of the

general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to the purposes herein expressed.

IN WITNESS WHEREOF, the Parties hereto have executed this license agreement the day and year first above written.

GRANTOR:

EASY STREET PARTNERS, LLC,
a Utah limited liability company

By: **EASY STREET MEZZANINE, LLC,**
a Delaware limited liability company

Its: Sole Member

By: **EASY STREET HOLDING, LLC,**
a Utah limited liability company

Its: Sole Member

By: **AVG-SL, LLC,**
a Utah limited liability company


Its: Manager

By: 
William Shoaf

Its: Manager

STATE OF UT)
)
) :ss.
COUNTY OF Summit)

On the 29 day of November, 2007, personally appeared before me a notary public in and for said County and State, William Shoaf, known to me to be the person described in, and who executed the foregoing instrument.


NOTARY PUBLIC
Residing at: Sandy, UT

My Commission Expires: 5-26-08



ASSOCIATION:

THE UNION SQUARE OWNERS ASSOCIATION, INC.

By: _____

William Shoaf

Its: President

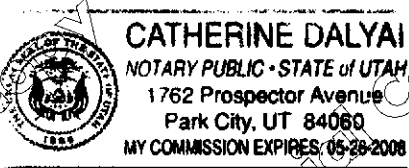
STATE OF UT)

COUNTY OF Summit) :ss.

On the 29 day of November, 2007, personally appeared before me a notary public in and for said County and State, William Shoaf, known to me to be the person described in, and who executed the foregoing instrument.

Catherine Dalyai
NOTARY PUBLIC
Residing at: Sandy, UT

My Commission Expires: 2-26-08



PARCEL NO. 1

BEGINNING AT A POINT SOUTH 4.73 FEET AND WEST 49.84 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 32°06'28" WEST 91.14 FEET, THENCE NORTH 19°54'51" EAST 18.50 FEET, THENCE NORTH 31°58'04" WEST 72.72 FEET, THENCE SOUTH 58°02'07" WEST 81.41 FEET MORE OR LESS, THENCE SOUTH 32°25'56" EAST 128.51 FEET, THENCE EAST 13.75 FEET, THENCE SOUTH 32°25'56" EAST 128.51 FEET, THENCE EAST 13.75 FEET, THENCE SOUTH 23°38' EAST 64.90 FEET TO THE NORTHERLY LINE OF HEBER AVENUE AS DEDICATED, THENCE SOUTH 81°17' EAST 24.80 FEET ALONG SAID NORTHERLY LINE, THENCE NORTH 15°46'12" EAST 60.79 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH A 20 FOOT RIGHT OF WAY AS CREATED IN THAT CERTAIN EASEMENT RELOCATION AGREEMENTS RECORDED DECEMBER 31 1973 AS ENTRY NO. 244339 AND 244340 IN BOOK 368 AT PAGE NO'S 635 AND 643 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID RIGHT OF WAY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 65.21 FEET SOUTH AND 51.59 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING 12.0 FEET NORTHWEST OF THE SOUTHEAST CORNER OF LOT 15, BLOCK 50, OF THE PARK CITY SURVEY AND RUNNING THENCE NORTH 10°18'32" EAST 66.28 FEET, THENCE EAST 3.38 FEET, THENCE NORTH 31°58'00" WEST 77.00 FEET, THENCE NORTH 19°54'00" EAST 66.80 FEET, THENCE CONTINUING NORTH 19°54'00" EAST 123.47 FEET, THENCE NORTH 70°06'00" WEST 20.00 FEET, THENCE SOUTH 19°54'00" WEST 200.00 FEET, THENCE SOUTH 31°58'00" EAST 73.78 FEET, THENCE SOUTH 10°44'00" WEST 63.67 FEET, THENCE SOUTH 81°17'00" EAST 20.23 FEET TO THE POINT OF BEGINNING.

PARCEL 2

BEGINNING AT A POINT 50 FEET, NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 43.97 FEET, THENCE NORTH 66°11' WEST 142.63 FEET, THENCE SOUTH 31°58' EAST 119.75 FEET, THENCE EAST 67.1 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN EASY STREET BRASSERIE REPLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MARCH 12, 2003 AS ENTRY NO. 650840 IN BOOK 1517 AT PAGE 1307 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

PARCEL 3

BEGINNING AT A POINT 38.85 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 7.93 FEET, THENCE SOUTH 06°02' EAST 67.70 FEET, THENCE NORTH 81°17' WEST 27.0 FEET, THENCE NORTH 15°46'12" EAST 60.79 FEET, THENCE NORTH 32°06'28" WEST 91.14 FEET, THENCE NORTH 19°54'51" EAST 18.50 FEET, THENCE SOUTH 31°58' EAST 25.40 FEET, THENCE SOUTH 19°54' WEST 3.18 FEET, THENCE SOUTH 31°54' EAST 77.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4 AND 4A

LOTS 1 AND 2, EASY STREET BRASSERIE REPLAT SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MARCH 12, 2003, AS ENTRY NO. 650840 IN BOOK 1517 AT PAGE 1307 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

PARCEL 5

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, IN PARK CITY, SUMMIT COUNTY, UTAH BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS WEST, A DISTANCE OF 35.90 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, THENCE CONTINUING WEST A DISTANCE OF 2.95 FEET, THENCE NORTH 31°58' WEST A DISTANCE OF 77.00 FEET, THENCE NORTH 19°54' EAST A DISTANCE OF 3.18 FEET, THENCE SOUTH 31°58' EAST A DISTANCE OF 80.53 FEET MORE OR LESS TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN IN PARK CITY, SUMMIT COUNTY UTAH, BONDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH A DISTANCE OF 93.97 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, THENCE NORTH 66°11' WEST A DISTANCE OF 65.29 FEET, THENCE NORTH 19°54' EAST A DISTANCE OF 8.32 FEET, THENCE SOUTH 66°46'30" EAST A DISTANCE OF 193.50 FEET, THENCE SOUTH 7°16' EAST A DISTANCE OF 12.03 FEET, THENCE NORTH 66°11' WEST A DISTANCE OF 4.32 FEET, THENCE NORTH A DISTANCE OF 8.23 FEET, THENCE WEST A DISTANCE OF 18.65 FEET, THENCE NORTH 66°11' WEST A DISTANCE OF 109.15 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 6

LOT 15, BLOCK 50, PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, EXCEPTION THEREFROM ANY PORTIONS LYING WITHIN THE PARCELS 1-5 LISTED ABOVE.

REMAINDER PARCEL BETWEEN SUBJECT BOUNDARY AS SHOWN ON A LOT LINE ADJUSTMENT FOR EASY STREET BRASSERIE REPLAT AND RIGHT-OF-WAY BOUNDARY BEING COMPRISED OF THE DESCRIPTION CONTAINED IN A QUIT-CLAIM DEED, ENTRY UNKNOWN DESCRIBED AS ALL OF LOT 15, BLOCK 50, PARK CITY SURVEY, LESS THAT PORTION DESCRIBED AS A 20 FOOT RIGHT-OF-WAY IN SPECIAL WARRANTY DEED ENTRY NO. 176864 IN BOOK M-181, PAGES 48-51