

WHEN RECORDED, RETURN TO:

Guy P. Kroesche, Esq.  
STOEL RIVES LLP  
201 South Main Street, Suite 1100  
Salt Lake City, Utah 84111

**ENTRY NO. 00802753**

01/23/2007 04:52:57 PM B: 1843 P: 0405  
Declaration PAGE 1 / 20  
ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
FEE \$ 48.00 BY EQUITY TITLE UT



**DECLARATION AND NOTICE OF USE RESTRICTIONS**

(Eastern Property)

This DECLARATION AND NOTICE OF USE RESTRICTIONS (this "Declaration and Notice"), dated as of the 23<sup>rd</sup> day of January, 2007 (the "Effective Date"), is entered into and made by BURBS, L.L.C., a Utah limited liability company, and FORESTDALE INVESTMENTS LLC, a Utah limited liability company (collectively, "Declarant").

**RECITALS**

- A. Declarant is the owner of certain real property located in Summit County, Utah, as particularly described in attached Exhibit "A" (the "Property");
- B. As and to the extent specified herein, Declarant desires to restrict the use of that certain property owned by Declarant and east of the Property, as particularly described in attached Exhibit "B" (the "Restricted Use Property");
- C. Declarant desires that the Restricted Use Property shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the restrictions, rights, conditions, and covenants set forth in this Declaration and Notice;
- D. This Declaration and Notice is made for and in consideration of, pursuant to, and in furtherance of the terms and conditions of that certain Real Estate Acquisition Agreement by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Intermountain Healthcare") and Declarant, dated as of October 21, 2004, as amended by that certain Amendment to Real Estate Acquisition Agreement, dated as of October 21, 2005, as amended by that certain Second Amendment to Real Estate Acquisition Agreement, dated as of October 27, 2005, as amended by that certain Third Amendment to Real Estate Acquisition Agreement, dated as of April 27, 2006, as amended by that certain Fourth Amendment to Real Estate Acquisition Agreement, dated as of August 11, 2006, as amended by that certain Fifth Amendment to Real Estate Acquisition Agreement, dated as of August 25, 2006, as amended by that certain Sixth Amendment to Real Estate Acquisition Agreement, dated as of September 27, 2006, as amended by that certain Seventh Amendment to Real Estate Acquisition Agreement, dated as of October 27, 2006, and as amended by that certain Eighth Amendment to Real Estate Acquisition Agreement, dated as of November 30, 2006 (collectively, the "Agreement");

NOW, THEREFORE, for and in consideration of the covenants and promises set forth in the Agreement and this Declaration, together with the mutual benefits to be derived herefrom and therefrom, Declarant hereby covenants and declares that the Restricted Use Property, and every part or interest therein, is now held and shall hereafter be held, conveyed, encumbered, leased, used, occupied and improved subject to the restrictions, rights, conditions and covenants herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, the Restricted Use Property, and

every part or interest therein, and shall apply to every owner and occupant thereof, and their successors and assigns, with the effect that all restrictions, rights, conditions and covenants in this Declaration shall run with and burden the Restricted Use Property and shall be binding on the Restricted Use Property and all other persons having or acquiring any interest in the Restricted Use Property, for the benefit of the Property and other persons having or acquiring any interest in the Property.

## TERMS

1. Except with advance, written consent of Intermountain Healthcare, which may be withheld, conditioned or delayed in Intermountain Healthcare's sole discretion, no person or entity shall use the Restricted Use Property, or any part thereof, for a "Prohibited Health Care Use" or sell, lease, assign, transfer or convey the Restricted Use Property, or any part thereof, to a "Prohibited Health Care Provider" (each as defined below). For purposes hereof, (a) "Prohibited Health Care Use" shall mean any person, entity, association, facility, structure or other arrangement that provides (i) except for basic surgical services which are exclusively used for the benefit of the patients of individual physicians, dentists or other individual health care providers, which are ancillary and incidental to their practices and which are customary in the practices of similarly-situated physicians, dentists or other individual health care providers in Park City, Summit County, Utah (the "City"), surgical services of any kind or nature to either in-patients or out-patients by or under the supervision of physicians, medical personnel and/or other persons or entities, including without limitation surgical centers, (ii) except for basic radiographic services which are exclusively used for the benefit of the patients of individual physicians, dentists or other individual health care providers, which are ancillary and incidental to their practices and which are customary in the practices of similarly-situated physicians, dentists or other individual health care providers in the City, radiology, radiographic, imaging, ultrasound, or x-ray services of any kind or nature to either in-patients or out-patients by or under the supervision of physicians, medical personnel and/or other persons or entities, including without limitation imaging centers, (iii) except as otherwise specified under subparagraphs (i) or (ii), above, diagnostic, therapeutic, rehabilitative, laboratory, respiratory therapy, physician therapy, or other medical or health-related services, in any case whether office or clinical, to either in-patients or out-patients by or under the supervision of physicians (or any affiliate thereof), medical personnel, dentists or other health care providers; (iv) residential-care or living facilities for troubled or "at-risk" youth, or (v) other health care services duplicative, in lieu of or competitive with health care services currently provided by or currently available through Intermountain Healthcare and/or available through health care facilities of Intermountain Healthcare in Summit County, Utah; and (b) "Prohibited Health Care Provider" shall mean, other the Intermountain Healthcare (or any affiliate thereof) (i) an acute care hospital provider (e.g., HCA or Columbia/HCA) or any subsidiary or affiliate thereof, (ii) except for a Summit County, Utah (the "County") health-care office facility, which is operated by the County and which only provides administrative and other health-care services other than any Prohibited Health Care Use, any organization or entity for medically-related nonprofit or tax-exempt purposes, or (iii) a health care provider, a physician or physician group (or an entity controlled thereby) and/or any person engaged in, or any entity formed, organized or existing for purposes of, any Prohibited Health Care Use (collectively, the "Use Restrictions").

2. Except with advance, written consent of Intermountain Healthcare, which may be withheld, conditioned or delayed in Intermountain Healthcare's sole discretion, no person or entity shall use Restricted Use Property for those purposes set forth in attached Exhibit "C" (collectively, the "Additional Use Restrictions").

3. With the agreement and understanding that, in the event the Use Restrictions or the Additional Use Restrictions shall not, in any respect, as reasonably determined by Intermountain Healthcare, be performed or complied with, Intermountain Healthcare may not have an adequate remedy at law for the breach or threatened breach thereof, Intermountain Healthcare may (a) take or cause to be taken such actions as may be necessary or appropriate to satisfy any such covenants, agreements, conditions, and/or obligations, and/or (b) file a suit in equity to enjoin the breach or threatened breach of

the Use Restrictions or the Additional Use Restrictions, as the case may be, and/or for specific performance thereof.

4. This Declaration shall continue in full force for a period of 100 years from the Effective Date (the "Term"). Within the last year of the Term, Intermountain Healthcare shall review the Use Restrictions and Additional Use Restrictions and, in Intermountain Healthcare's sole discretion, determine whether and for how long the Use Restrictions and/or Additional Use Restrictions, in whole or in part, shall remain in effect. Unless Intermountain Healthcare determines otherwise, as evidenced by an instrument recorded in the official real estate records of Summit County, Utah within the last year of the Term, then the Term shall extend for another 100 years.

5. This Declaration may be amended only by duly recording an instrument executed and acknowledged by Intermountain Healthcare and the owner(s) of the Restricted Use Property.

6. All restrictions, rights, conditions and covenants in this Declaration shall run with and bind the Restricted Use Property as covenants running with the land and shall inure with and burden the Restricted Use Property and shall be binding on the Restricted Use Property and other persons having or acquiring any interest in the Restricted Use Property, for the benefit of the Property and any persons having or acquiring any interest in the Property. Further, this Declaration and the restrictions created hereby shall inure to and be binding upon all occupants, tenants, licensees and invitees of the Restricted Use Property, and upon any person acquiring the Restricted Use Property, or any part thereof or any interest therein, whether voluntarily, involuntarily, by operation of law or otherwise. The owner(s) of the Restricted Use Property, including, without limitation, any owner or lien holder, who acquires any interest in the Restricted Use Property, by foreclosure, trustee's sale or otherwise, shall be liable for all obligations arising under this Declaration with respect to the Restricted Use Property after the date of sale and conveyance of title.

7. Nothing in this Declaration is a gift or dedication of all or any part of the Restricted Use Property, or any part thereof or interest therein, to the public or for any public use whatsoever.

8. In the event of any legal action or proceeding in any way connected with this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

9. Failure to enforce any provision of this Declaration does not waive the right to enforce that provision, or any other provision of this Declaration.

10. All notices given pursuant to this Declaration shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested.

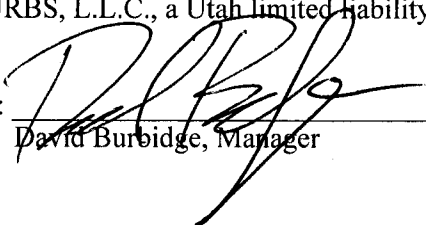
11. The provisions of this Declaration are independent and severable. A determination of invalidity or partial invalidity or unenforceability of any one provision of this Declaration by a court of competent jurisdiction does not affect the validity or enforceability of any other provisions of this Declaration.

12. The Use Restrictions and the Additional Use Restrictions specified herein shall be subject to no prior liens, restrictions or encumbrances, except (a) general real property taxes and assessments not yet due and payable, and (b) those exceptions to title shown in Schedule B, Section 2 as Exception Nos. 1-6, and 8-19 of the title commitment attached as Exhibit "D," and no more. In the event that any liens or

encumbrances shall hereafter accrue against the Restricted Use Property, the lien or indebtedness evidenced by any such liens shall be subordinate to the Use Restrictions and the Additional Use Restrictions specified herein.

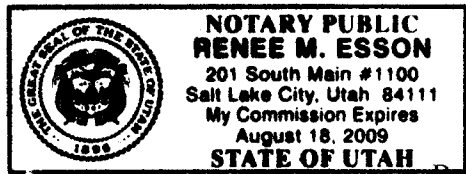
IN WITNESS WHEREOF, the undersigned have caused this Declaration and Notice to be executed as of the date first written above.

BURBS, L.L.C., a Utah limited liability company

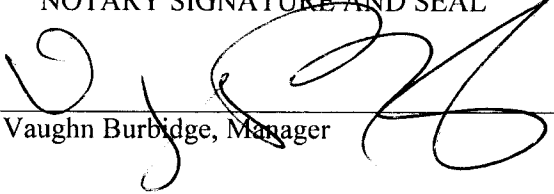
By:   
David Burbidge, Manager

STATE OF UTAH                     )  
  : ss.  
COUNTY OF SALT LAKE     )

The foregoing instrument was acknowledged before me this 11th day of January, 2007, by DAVID BURBIDGE, a Manager, of BURBS, L.L.C., a Utah limited liability company.

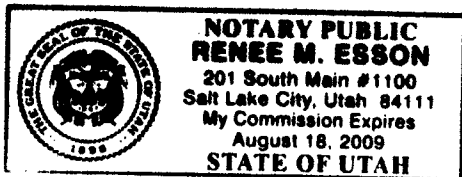


  
NOTARY SIGNATURE AND SEAL

By:   
Vaughn Burbidge, Manager

STATE OF UTAH                     )  
  : ss.  
COUNTY OF SALT LAKE     )

The foregoing instrument was acknowledged before me this 11th day of January, 2007, by VAUGHN BURBIDGE, a Manager, of BURBS, L.L.C., a Utah limited liability company.



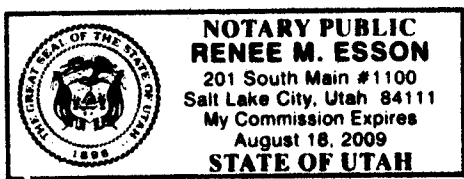
  
NOTARY SIGNATURE AND SEAL

FORESTDALE INVESTMENTS LLC, a Utah limited liability company

By: *David Burbidge*  
David Burbidge, Manager

STATE OF UTAH )  
  : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2007, by DAVID BURBIDGE, a Manager, of FORESTDALE INVESTMENTS LLC, a Utah limited liability company.



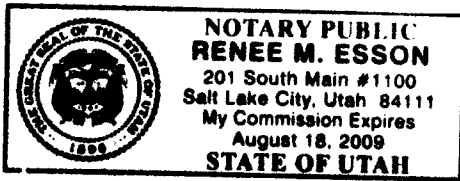
*Renee M. Esson*  
NOTARY SIGNATURE AND SEAL

By: *Vaughn Burbidge*  
Vaughn Burbidge, Manager

STATE OF UTAH )  
  : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2007, by VAUGHN BURBIDGE, a Manager, of FORESTDALE INVESTMENTS LLC, a Utah limited liability company.

*Renee M. Esson*  
NOTARY SIGNATURE AND SEAL



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Exhibit "A"

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(Legal Description of Property)

Property located in Summit County, Utah, more particularly described as follows:

Lot Nos. 1-5 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision, as shown on the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility Subdivision Plat, recorded as Entry No. ~~502748~~ Book 1845 Pages 301, in the Official Real Estate Records of Summit County, Utah.

Tax Parcel No(s): \_\_\_\_\_

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Exhibit "B"

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(Legal Description of the Restricted Use Property)

B-1

BEGINNING AT A POINT NORTH 89°52'38" WEST 1163.72 FEET ALONG SECTION LINE AND NORTH 1198.30 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE WESTERLY LINE OF A STATE OF UTAH, DIVISION OF PARKS AND RECREATION PARCEL, AND RUNNING THENCE NORTH 66°49'00" WEST 146.21 FEET; THENCE NORTH 17°50'55" EAST 159.77 FEET; THENCE NORTH 02°55'56" WEST 242.51 FEET; THENCE NORTH 43°57'38" WEST 192.76 FEET; THENCE NORTH 46°01'30" EAST 51.36 FEET; THENCE NORTH 43°58'30" WEST 33.10 FEET TO A POINT ON THE EASTERLY LINE OF A SUMMIT COUNTY RIGHTS-OF-WAY, SAID POINT ALSO BEING ON A 430.00 FOOT RADIUS CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 73°18'34" WEST; THENCE ALONG SAID EASTERLY RIGHTS-OF-WAY LINE THE FOLLOWING FOUR COURSES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE 125.28 FEET THROUGH A CENTRAL ANGLE OF 16°41'36"; THENCE 2) NORTH 240.93 FEET TO A POINT ON A 140.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS EAST; THENCE 3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 90.41 FEET THROUGH A CENTRAL ANGLE OF 37°00'00"; THENCE 4) NORTH 37°00'00" EAST 45.63 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARKS AND RECREATION PARCEL, SAID POINT ALSO BEING ON A 1332.39 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 60°30'22" WEST; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO COURSES: 1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 773.68 FEET THRU A CENTRAL ANGLE OF 33°16'08"; THENCE 2) SOUTH 03°46'30 WEST 392.37 FEET TO THE POINT OF BEGINNING.

TAX PARCEL # SS-65-A-3-1

B-2

BEGINNING AT A POINT NORTH 89°52'38" WEST 1423.32 FEET ALONG SECTION LINE AND NORTH 1977.65 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE WESTERLY LINE OF A SUMMIT COUNTY RIGHTS-OF-WAY, AND RUNNING THENCE NORTH 43°58'30" WEST 329.26 FEET; THENCE NORTH 46°01'30" EAST 362.81 FEET TO A POINT ON THE WESTERLY LINE OF A STATE OF UTAH DIVISION OF PARKS AND RECREATION PARCEL; THENCE ALONG THE SAID WESTERLY LINE THE FOLLOWING TWO COURSES: 1) SOUTH 32°39'00" EAST 83.97 FEET TO A POINT ON A 1332.39 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 57°21'00" WEST; THENCE 2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 8.62 FEET THROUGH A CENTRAL ANGLE OF 00°22'15" TO A POINT ON THE WESTERLY LINE OF SAID SUMMIT COUNTY RIGHTS-OF-WAY; THENCE ALONG SAID WESTERLY RIGHTS-OF-WAY LINE THE FOLLOWING THREE COURSES: 1) SOUTH 37°00'00" WEST 70.01 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 53°00'00" EAST; THENCE 2) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 129.15 FEET THROUGH A CENTRAL ANGLE OF 37°00'00"; THENCE 3) SOUTH 234.62 FEET TO THE POINT OF BEGINNING.

TAX PARCEL # SS-65-A-3-1

B-3

BEGINNING AT A POINT NORTH 89°52'38" WEST 1249.19 FEET ALONG SECTION LINE AND NORTH 1407.77 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 43°58'30" WEST 353.64 FEET TO A POINT ON A 430.00 FOOT RADIUS CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 43°58'35" WEST SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF A SUMMIT COUNTY RIGHT-OF-WAY (ATKINSON ROAD); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE 138.25 FEET THROUGH A CENTRAL ANGLE OF 18°25'16"; THENCE NORTH 46°01'30" EAST 23.41 FEET; THENCE SOUTH 43°57'38" EAST 192.76 FEET; THENCE SOUTH 02°55'56" EAST 242.51 FEET TO THE POINT OF BEGINNING.

TAX PARCEL # SS-65-A-2-B

FIRST AMERICAN TITLE INSURANCE COMPANY



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Exhibit "C"

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(Additional Use Restrictions)

No portion of the Restricted Use Property may be occupied for any use which is in violation of the applicable ordinances, laws and regulations of any governmental entity having jurisdiction, for any use which is inconsistent with the provisions of the Park City Land Management Code for Commercial Transition Districts, or for any of the following uses, all of which are expressly prohibited:

- (a) an establishment having "live" nude or "live" semi-nude dancing, entertainment or service providers;
- (b) a flea market or livestock or poultry processing facility (including without limitation a slaughterhouse);
- (c) a massage parlor, other than massage services provided in connection with a health care provider or a gym, health club or day spa;
- (d) a funeral home, mortuary or crematorium;
- (e) a facility for the sale of paraphernalia for use with illicit drugs;
- (f) a facility for the sale or display of pornographic or sexually explicit material, such as theaters that show "X" rated movies (as rated by the Motion Picture Association of America or its successor or replacement entity) or adult bookstores, as determined by community standards for the area in which the Development is located, other than "R" or "NC-17" rated movies;
- (g) a facility for the sale of used or second hand items;
- (h) an off-track betting or bingo parlor;
- (i) a carnival, amusement park or circus;
- (j) a gas station, car wash or auto repair or body shop, other than (i) a retailer such as "Costco or "Pep Boys," or (ii) a car stereo installation facility operated in connection with the retail sales of car stereos;
- (k) a facility for the sale of new or used motor vehicles, trailers or mobile homes;
- (l) an outdoor rink for roller skating or in line skates (provided that an outdoor ice skating rink shall not be prohibited);
- (m) any commercial stockyard, including any commercial operation for the raising or grazing of horses or other livestock;
- (n) an outdoor storage facility;
- (o) an outdoor event facility;
- (p) a bar or nightclub of any kind or nature;
- (q) commercial stables and/or a riding academy;
- (r) a heliport or airport (of any kind or nature);
- (s) farm machinery and implements, retail, commercial or storage;
- (t) ammonia, bleaching powder or chlorine manufacturing;
- (u) asphalt or cement processing, manufacture or refining;
- (v) shooting range or arsenal of any kind or nature;
- (w) blast furnaces, or cement, lime or plaster of paris manufacturing;
- (x) coke ovens and/or creosote treatment or manufacturing;
- (y) disinfectant and insecticide manufacturing;
- (z) distillation of bones, coal or wood;
- (aa) fat rendering;
- (bb) fertilizer manufacture, except the cold compounding of non-odorous materials;
- (cc) fireworks, explosive manufacture and storage;

- (dd) gas manufacture or storage in excess of 10,000 cubic feet;
- (ee) gelatine, glue or size manufacturing;
- (ff) grease or tallow manufacturing or refining;
- (gg) hair factory;
- (hh) hydrochloric, nitric, sulphuric, or sulphurous acid manufacturing;
- (ii) storage, incineration or reduction of garbage, offal or refuse;
- (jj) petroleum refining;
- (jj) potash manufacturing or refining;
- (kk) raw hides or skins, storage curing or tanning;
- (ll) rock crushing;
- (mm) rubber manufacturing, from the crude material;
- (nn) smelting of iron, copper, zinc or tin ores;
- (oo) stockyards of any kind or nature;
- (pp) sugar refining;
- (oo) tar distillation or manufacture; tar roofing or tar waterproofing manufacturing;
- (pp) wool pulling, scouring or shoddy manufacturing;
- (qq) soap manufacturing;
- (rr) stone mill or quarry, or any mineral extraction;
- (ss) sauerkraut manufacturing or pickle factory;
- (tt) paint, oil, etc. manufacturing;
- (uu) oxygen manufacturing;
- (vv) junk, vehicle or miscellaneous wrecking or storage yard;
- (ww) feed or cereal mill using power in excess of 50 h.p.;
- (xx) exterminators or insect poisons manufacturing;
- (yy) acid manufacturing;
- (zz) dyeing and cleaning establishments;
- (A) food products manufacturing;
- (B) fuel yards;
- (C) machine shops;
- (D) mattress factories;
- (E) public parking areas or garages (except for park/ride or comparable transit parking areas); and/or
- (F) sheet metal works, manufacturing and/or storage.

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Exhibit "D"

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(Eastern Property Title Report)

Commitment Number: 2158192  
2ND AMENDMENT



**EQUITY**  
TITLE AGENCY

1762 Prospector Avenue  
Park City, UT 84060  
Phone 435-658-4801  
Fax 435-658-4802

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**COMMITMENT FOR TITLE INSURANCE PREPARED FOR:**

**PROPERTY INFORMATION:**

PARK CITY, UT 84098

<b>LISTING AGENT</b>	<b>SELLING AGENT</b>
ATTN: ,	ATTN: ,
<b>LENDER</b>	<b>BUYER/SELLER</b>
ATTN: ,	<b>BUYER/BORROWER</b>  <b>SELLER/OWNER:</b> RICHARD D. BURBIDGE FORESTDALE INVESTMENTS LLC

FIRST AMERICAN TITLE INSURANCE COMPANY

## SCHEDULE A

ORDER/REFERENCE NO.: 2158192

1. Effective Date: November 21, 2006 at 8:00 A.M.

Policy or Policies to be issued:	PREMIUM
(a) ALTA Owner's Policy \$0.00 Proposed Insured:	\$0.00

(b) ALTA Loan Policy \$0.00 Proposed Insured:	\$0.00
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ENDORSEMENTS	\$0.00
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3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is, at the effective date hereof, vested in:

### FORESTDALE INVESTMENTS LLC

**BURBS, L.L.C, A UTAH LIMITED LIABILITY COMPANY AS TO  
PARCEL B-3**

4. The land referred to in this commitment is situated in the County of SUMMIT, State of UT, and is described as follows:

**See Attached Exhibit "A"**

The above described property also known by the street address of:  
**, PARK CITY, UT 84098.**

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*FIRST AMERICAN TITLE INSURANCE COMPANY*

EXHIBIT "A"

B-1

BEGINNING AT A POINT NORTH 89°52'38" WEST 1163.72 FEET ALONG SECTION LINE AND NORTH 1198.30 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE WESTERLY LINE OF A STATE OF UTAH, DIVISION OF PARKS AND RECREATION PARCEL, AND RUNNING THENCE NORTH 66°49'00" WEST 146.21 FEET; THENCE NORTH 17°50'55" EAST 159.77 FEET; THENCE NORTH 02°55'56" WEST 242.51 FEET; THENCE NORTH 43°57'38" WEST 192.76 FEET; THENCE NORTH 46°01'30" EAST 51.36 FEET; THENCE NORTH 43°58'30" WEST 33.10 FEET TO A POINT ON THE EASTERLY LINE OF A SUMMIT COUNTY RIGHTS-OF-WAY, SAID POINT ALSO BEING ON A 430.00 FOOT RADIUS CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 73°18'34" WEST; THENCE ALONG SAID EASTERLY RIGHTS-OF-WAY LINE THE FOLLOWING FOUR COURSES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE 125.28 FEET THROUGH A CENTRAL ANGLE OF 16°41'36"; THENCE 2) NORTH 240.93 FEET TO A POINT ON A 140.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS EAST; THENCE 3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 90.41 FEET THROUGH A CENTRAL ANGLE OF 37°00'00"; THENCE 4) NORTH 37°00'00" EAST 45.63 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARKS AND RECREATION PARCEL, SAID POINT ALSO BEING ON A 1332.39 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 60°30'22" WEST; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO COURSES: 1) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 773.66 FEET THRU A CENTRAL ANGLE OF 33°16'08"; THENCE 2) SOUTH 03°46'30 WEST 392.37 FEET TO THE POINT OF BEGINNING.

TAX PARCEL # SS-65-A-3-1

B-2

BEGINNING AT A POINT NORTH 89°52'38" WEST 1423.32 FEET ALONG SECTION LINE AND NORTH 1977.65 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE WESTERLY LINE OF A SUMMIT COUNTY RIGHTS-OF-WAY, AND RUNNING THENCE NORTH 43°58'30" WEST 329.26 FEET; THENCE NORTH 46°01'30" EAST 362.81 FEET TO A POINT ON THE WESTERLY LINE OF A STATE OF UTAH DIVISION OF PARKS AND RECREATION PARCEL; THENCE ALONG THE SAID WESTERLY LINE THE FOLLOWING TWO COURSES: 1) SOUTH 32°39'00" EAST 83.97 FEET TO A POINT ON A 1332.39 FOOT RADIUS CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 57°21'00" WEST; THENCE 2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 8.62 FEET THROUGH A CENTRAL ANGLE OF 00°22'15" TO A POINT ON THE WESTERLY LINE OF SAID SUMMIT COUNTY RIGHTS-OF-WAY; THENCE ALONG SAID WESTERLY RIGHTS-OF-WAY LINE THE FOLLOWING THREE COURSES: 1) SOUTH 37°00'00" WEST 70.01 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 53°00'00" EAST; THENCE 2) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 129.15 FEET THROUGH A CENTRAL ANGLE OF 37°00'00"; THENCE 3) SOUTH 234.62 FEET TO THE POINT OF BEGINNING.

TAX PARCEL # SS-65-A-3-1

B-3

BEGINNING AT A POINT NORTH 89°52'38" WEST 1249.19 FEET ALONG SECTION LINE AND NORTH 1407.77 FEET FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 43°58'30" WEST 353.64 FEET TO A POINT ON A 430.00 FOOT RADIUS CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 43°58'35" WEST SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF A SUMMIT COUNTY RIGHT-OF-WAY (ATKINSON ROAD); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE 138.25 FEET THROUGH A CENTRAL ANGLE OF 18°25'16"; THENCE NORTH 46°01'30" EAST 23.41 FEET; THENCE SOUTH 43°57'38" EAST 192.76 FEET; THENCE SOUTH 02°55'56" EAST 242.51 FEET TO THE POINT OF BEGINNING.

TAX PARCEL # SS-65-A-2-B

FIRST AMERICAN TITLE INSURANCE COMPANY

**SCHEDULE B – Section 1**  
**REQUIREMENTS**

The following are the requirements to be complied with:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage or deed of trust to be insured.
- (B) Pay us the premiums, fees and charges for the policy. In the event the transaction, for which this commitment is furnished, cancels the minimum cancellation fee will be \$200.00.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage or deed of trust to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

**SCHEDULE B – Section 2**

**EXCEPTIONS**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspections of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records of attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

**Exceptions 1-7 may be eliminated in an ALTA Extended Coverage Policy.**

**(THE FOLLOWING EXCEPTION AFFECTS PARCELS 1 and 2)**

8. Taxes for the year 2006 were paid in the amount of \$10,555.25. (Tax Parcel No. SS-65-A-3-1)
9. Taxes for the year 2004 were paid in the amount of \$11,300.08. (Tax Parcel No. SS-65-A-3-1)

**(THE FOLLOWING EXCEPTION AFFECTS PARCEL 3)**

10. Taxes for the year 2006 were paid in the amount of \$1,087.80. (Tax Parcel No. SS-65-A-2-B)
11. Taxes for the year 2004 were paid in the amount of \$1,164.56. (Tax Parcel No. SS-65-A-2-B)
12. Any interest of SUMMIT County to review the assessment of said property pursuant to the provisions of Section 59-2-506, Utah Code Annotated, 1953, which includes a roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain application for Assessment and Taxation of Agricultural Land, Recorded June 16, 2000, as Entry No. 567724, in Book 1323, at Page 115, SUMMIT County Recorder's Office.

(Continued)



**SCHEDULE B – Section 2**

**EXCEPTIONS**

13. Said property is located within the boundaries of PARK CITY SNYDERVILLE RECREATION DISTRICT, PARK CITY FIRE SERVICE DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, SUMMIT COUNTY SERVICE DISTRICT NO. 1, SUMMIT COUNTY SPECIAL DISTRICT NO. 7 and is subject to the charges and assessments levied thereunder.
14. Said property is located within the boundaries of SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, SNYDERVILLE BASIN SEWER DISTRICT and is subject to the charges and assessments levied thereunder.
15. Said property is located within the boundaries of WEBER BASIN WATER DISTRICT and is subject to the charges and assessments levied thereunder.
16. RESERVATIONS IN FAVOR OF THE UNITED STATES OF AMERICA IN THAT CERTAIN PATENT DEED, Recorded MAY 19, 1897, in Book I, at Page 533, SUMMIT County Recorder's Office.
17. Subject to reservations contained in that certain Deed between Lagoon Company, formerly the Simon Bamberger Company to Salt Lake Pipe Line Company, a Nevada Corporation, Recorded April 14, 1948, as Entry No. 77471, in Book Z, at Page 239, County Recorder's Office.

For the consideration aforesaid, Grantor further grants to grantee the right of ingress to and egress from Grantee's right of way on the said lands of Grantor and on adjoining lands by any practicable route or routes across the said lands of Grantor, provided that Grantee shall, whenever practicable, use said 33 foot strip of land or existing roads or lanes.

AMENDMENT, Recorded JULY 10, 1948, as Entry No. 77699, in Book Z, at Page 271, SUMMIT County Recorder's Office.

LOCATION OF EASEMENT, Recorded NOVEMBER 23, 1948, as Entry No. 78179, in Book Z, at Page 372, SUMMIT County Recorder's Office.

(Continued)

**SCHEDULE B – Section 2**

**EXCEPTIONS**

- 18. Subject to reservations contained in that certain Deed between Union Pacific Railroad Company, a corporation and Simon Bamberger, Recorded November 16, 1911, as Entry No. 21551, in Book J, at Page 484, County Recorder's Office.

Excepting and reserving to said Union Pacific Railroad Company, its successors and or assigns; First, all coal and other minerals within or underlying said lands. Second, The exclusive right to prospect in and upon said land for coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all coal and other minerals which may be found thereon by any one. Third) The right of ingress and egress and regress upon said land to prospect for, mine and remove any and all such coal or other minerals, and the right of use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines, and for the convenient and proper operation of such prospect places, mines and for roads and approaches thereto or for removal therefrom of coal, mineral, machinery, or other material. Fourth) The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad.

A Quit Claim Deed between Union Pacific Railroad Company, a Utah corporation and Union Pacific Land Resources Corporation, a Utah corporation, recorded April 16, 1971, as Entry No. 112979, in Book M301, at Page 606, Summit County Recorder's Office.

Excepting from this Quit Claim and Reserving unto the Grantor, its successors and or assigns.

Its railroad operating rights of way, together with all its right, title and interest in the lands upon which any such rights of way are located, and in and to any and all lands used or held for use in transportation service, other than the coal and iron and all other minerals and mineral rights underlying any such rights of way and lands; it being the intention of the Grantor to Quitclaim unto the Grantee, its successors and assigns, all of the Grantor's rights, title and interest in and to the coal and iron and all other minerals and mineral rights underlying said rights fo way and lands used or held for use in transportation service (hereinabove excepted and reserved to the Grantor, its successors and assigns) together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantee, its successors and assigns, but without entering upon or using the surface of said rights of way and lands hereby excepted, and in such manner as not to damage the surface thereof hereby excepted or to interfere with the use thereof by the Grantor, its lessees, licensees, successors and assigns.

A Quit Claim Deed dated May 11, 1989 by and between Union Pacific Railroad Company, a Utah corporation and State of Utah, Division of Parks and Recreation, a portion of the lands described in Quit Claim Deed Entry No. 112979, recorded July 2, 1989, as Entry No. 310099, in Book 527, at Page 47, Summit County Recorder's Office.

Release and Quit Claim Deed by and between Union Pacific Railroad Company, a Utah corporation and Union Pacific Land Resources Corporation, a Nebraska corporation, recorded December 22, 1998, as Entry No. 525867, in Book 1213, at Page 695, Summit County Recorder's Office.

- 19. Discrepancies, conflicts in the boundary lines, shortage in area, encroachments, easements or any other facts which a correct ALTA survey would disclose, and which are not shown by the public records.

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Your order has been assigned to HELEN SMITH for a full service escrow. For questions concerning your escrow please contact HELEN at (435) 658-4801.

For Inquiries concerning exceptions found in this Order, please contact ERICH TELFORD at (801) 412-4691.

(Continued)

**SCHEDULE B – Section 2**

**EXCEPTIONS**

NOTE: THE POLICY(IES) TO BE ISSUED AS A RESULT OF THIS COMMITMENT CONTAIN AN ARBITRATION CLAUSE SET FORTH IN THE CONDITIONS AND STIPULATIONS SECTION. THE FOLLOWING IS INCLUDED FOR THE INFORMATION OF THE PROPOSED INSURED(S):

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

THIS COMMITMENT FOR TITLE INSURANCE IS SUBJECT TO A \$200.00 CANCELLATION FEE IF A POLICY IS NOT ISSUED WITHIN SIX MONTHS.

Typed April 14, 2004 by ET.

Amendment Typed January 25, 2005 by RA.

Amendment Typed December 11, 2006 by MT.

## **EQUITY TITLE INSURANCE AGENCY, INC. PRIVACY POLICY**

### **We are Committed to Safeguarding Customer Information**

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

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information**

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

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.

Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

### **Former Customers**

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

### **Confidentiality and Security**

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