

When Recorded, Return To:
Greg Cropper, Esq.
1441 West Ute Blvd., Suite 330
Park City, UT 84098

Parcel Nos.: PSA-G-SP-AM, PSA-48A-SP-AM

ACKNOWLEDGEMENT AND COVENANT NOT TO BUILD

THIS COVENANT NOT TO BUILD (this "Covenant") is made as of the ^{12th} day of October, 2018, by the PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION, INC., a Utah non-profit corporation (the "Association").

RECITALS

WHEREAS, the Association is the owner of that certain parking lot parcel located in Prospector Square, Park City, Summit County, Utah, known as "Parking Lot G", which parcel is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Parking Lot G Parcel"); and

WHEREAS, the Parking Lot G Parcel is located immediately adjacent to that certain parcel located in Prospector Square known as "Lot 48A", which parcel is currently owned by SMP 1791, LLC, a Massachusetts limited liability company, and which parcel is more particularly described on Exhibit "A" (the "SMP Parcel"); and

WHEREAS, the Parking Lot G Parcel is located to the north and east of the SMP Parcel, as shown on that certain Prospector Square Second Supplemental Amendment to Lot G recorded as Entry No. 1085418 at Book 2447 and Page 0466 on January 23, 2018 in the Recorder's offices of Summit County, Utah; and

WHEREAS, in general, lot-line-to-lot-line buildings (i.e., no set-back or side-yard requirements) are permissible in Prospector Square under the City of Park City land use ordinances and other governing documents, provided that certain requirements relating to lot-line-to-lot-line construction are satisfied under Park City ordinances, including, but not necessarily limited to, Title 11 of the Park City Municipal Code;

WHEREAS, the Association and the City of Park City approved construction of building improvements on the SMP Parcel which, as currently constructed or approved, would currently prohibit the construction of lot-line-to-lot-line buildings on both the Parking Lot G Parcel or the SMP Parcel due to the encroachment of window openings and required fire protection-related improvements into the Common Area Parcel; and

WHEREAS, as a condition to issuing a building permit to improvements proposed to be constructed upon the SMP Parcel, the City of Park City has requested that the Association, as a matter of public record, acknowledge the foregoing and agree to not construct lot-line-to-lot-line building improvements on the Parking Lot G Parcel under the circumstances contemplated hereinafter; and

WHEREAS, the Association is willing to provide such acknowledgement and agreement,

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Acknowledgement and Covenant Not to Build. The Association hereby acknowledges that the building improvements approved to be constructed upon the SMP Parcel (the "SMP Parcel Improvements"), prohibit lot-line-to-lot-line construction of building improvements (including, without limitation, a parking structure) on the Parking Lot G Parcel within twenty (20) feet of such existing and approved building improvements. In addition, the Association hereby agrees not to build any building improvements on the Parking Lot G Parcel (including, without limitation, a parking structure) that would result in such Parking Lot G Parcel improvements and/or the SMP Parcel Improvements to be in violation of any City of Park City ordinance, including Title 11 of the Park City Municipal Code (including the International Building Code incorporated into such Title 11 by reference).

2. Reservation of Rights. The Association hereby expressly reserves unto itself forever the right to grant easements on, under, over and across the Parking Lot G Parcel, including, without limitation, easements for utilities, parking maintenance, and to use the Parking Lot G Parcel in any lawful manner that does not violate the covenant above, including the right to construct lot-line-to-lot-line building improvements adjacent to the SMP Parcel in the event that the improvements thereon or the governing ordinances are ever modified in a manner such that such construction on the Parking Lot G Parcel would not create a violation contemplated in Article 1 above or a violation of any other applicable law.

3. Run with the Land. All provisions of this Covenant shall run with the land and be binding on the Association and its successors in title to the Parking Lot G Parcel.

4. Governing Law. This Covenant shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to Utah's conflict of law principles.

[Signature page follows.]

IN WITNESS WHEREOF, the Association has executed this Covenant as of the day and year first above written.

PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION, INC.,
a Utah non-profit corporation

By Dean S. Berrett
Its Dean S. Berrett, Secretary

STATE OF UTAH)
COUNTY OF Summit)

On the 12th day of Oct, 2018, personally appeared before me Nari Trotter, a Notary Public in and for the State of Utah, Dean S. Berrett, the Secretary of the PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION, INC., a Utah non-profit corporation, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Nari Trotter

NOTARY PUBLIC

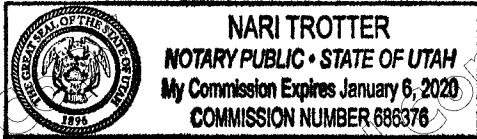


EXHIBIT "A"

PARKING LOT G PARCEL

Parking Lot G, Prospector Square Subdivision and Re-Subdivided and Amended plat, according to the official plat thereof on file in the Summit County Recorder's Office.

Parcel Number: PSA-G-SP-AM

PROPERTY

Lot 48A, Prospector Square Subdivision and Re-Subdivided and Amended plat, according to the official plat thereof on file in the Summit County Recorder's Office.

Parcel Number: PSA-48A-SP-AM