

Recorded at the request of and return  
to: Park City Municipal Corp. ~~ATTN: CITY RECORDER~~  
P. O. Box 1480, Park City, UT 84060

Fee Exempt per Utah Code  
Annotated 1953 21-7-2

AMENDED AND RESTATED ENCROACHMENT PERMIT  
DEER VALLEY SKIER BRIDGES AND TUNNELS

This Agreement is made by and between PARK CITY MUNICIPAL CORPORATION, a municipality of the state of Utah (hereinafter "City"), whose address is P. O. Box 1480, Park City, Utah 84060, and DEER VALLEY RESORT COMPANY, a Utah limited partnership (hereinafter "DVRC"), whose address is P. O. Box 889, Park City, Utah 84060, to set forth terms and conditions under which City will permit DVRC to construct and maintain certain improvements with City's rights-of-way and amends and restates in its entirety the Encroachment Permit for Deer Valley Skier Bridges and Tunnels dated May 9, 1990. The Parties agree as follows:

1. City has issued to DVRC a Large Scale Master Planned Development Permit (hereinafter "Permit") for the development and operation of the area of City known as Deer Valley Resort. Within the Permit area, DVRC has constructed, or has permitted the construction, with the approval of City, of a number of ski bridges and ski tunnels (hereinafter "Skier Crossings") across City's street rights-of-way to allow skiers to crossover or under City's streets. The skier bridges consist of separate structures crossing over public streets within City rights-of-way. The skier tunnels consist of tunnels or underpasses underneath public streets within City rights-of-way and the tunnel structures are a part of the street infrastructure, in distinction to the separate bridges.

2. With the consent and approval of City, DVRC is presently relocating and reconstructing a portion of Deer Valley Drive South immediately to the north of DVRC's Snow Park base arrival area at Deer Valley Resort. The relocated and reconstructed street will be in a new right-of-way dedicated to City and a portion of such street will consist of a vehicle bridge structure underneath which skiers and other patrons of Deer Valley Resort will traverse from Deer Valley Resort parking lots to a tunnel accessing the Snow Park base arrival area. For purposes hereof the area underneath the vehicle bridge structure within the City right-of-way is designated a Skier Crossing.

3. In consideration of the sum of Ten Dollars (\$10.00) paid to City, and other consideration described herein, City grants to DVRC the right to construct and maintain Skier Crossings over and under City's streets in the Permit area at such locations and in such a manner as are approved in advance by the Park City Planning Commission and the Park City Council. Skier crossings previously approved and constructed and previously approved but not yet constructed are covered under this Agreement and are identified on Exhibit A attached hereto and made a part hereof. Skier Crossings which are proposed in the master plan for Deer Valley Resort, the design and engineering of which have not yet been submitted for specific approval hereunder must be reviewed on a case by case basis, and this Agreement does not constitute specific approval of any or all skier crossings. As the construction of these additional Skier Crossings is approved by the Park City Planning Commission and the Park City Council, the additional Skier Crossings will automatically be covered by this Agreement.

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
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REQUEST: PARK CITY MUNICIPAL CORP

4. All Skier Crossings covered by this Agreement must be constructed in accordance with City approved engineering design and specifications.

5. DVRC agrees that it will maintain the Skier Crossings in a safe and functional condition, and that the ownership of all Skier Crossings will remain or vest in DVRC and its successors and assigns with respect to operation of the Deer Valley ski area. With respect to the skier bridges included in the Skier Crossings, DVRC shall have total maintenance responsibility and DVRC agrees that it will indemnify and hold City harmless from any and all claims arising as a result of the use of the skier bridges and DVRC's use of City property, including, without limitation, the structural failure of the Skier Crossings. With respect to the skier tunnels included in the Skier Crossings, DVRC's responsibilities hereunder shall be limited to the maintenance of the underpass portion of the tunnel structure and DVRC will indemnify and hold City harmless from any and all claims arising from use of the underpass. DVRC shall not be obligated to maintain the vehicular portion of the street above the tunnel or underpass.

6. In the event that DVRC or its successors or assigns fail to maintain any Skier Crossing in a safe and functional state, City may elect, at its sole discretion, one or more of the following remedies 30 days after written notice to DVRC of that failure:

(a) Require specific performance of DVRC of the maintenance necessary to render the offending structure safe and functional.

(b) Perform the maintenance necessary and recover the costs and expenses thereof from DVRC.

(c) Close, stabilize, demolish or remove the offending structure if the structure represents a hazard to the public health or safety if the offenses are not promptly cured.

(d) All other remedies available at law or equity.

(e) Obtain reimbursement from DVRC of City's costs, including administrative time and legal fees, incurred in pursuing its remedies under this Agreement.

7. DVRC agrees to obtain and keep in continuous effect a policy of combined general liability and property damage insurance with limits of \$1,000,000 per occurrence and \$5,000,000 aggregate. Proof of insurance must be provided to City in the form of certificates of insurance or actual insurance policies. The coverage shall name City as an additional insured on policies of general liability and casualty insurance. A thirty (30) day cancellation notice provision is required for the benefit of City.

8. The license granted in this Agreement is appurtenant to the land comprising DVRC ski runs and other facilities operated pursuant to the Permit which abut City's rights-of-way and is transferrable with title to or use of the DVRC ski area.

DATED this 17 day of ~~NOVEMBER~~, 1995.

PARK CITY MUNICIPAL CORPORATION

  
\_\_\_\_\_  
TOBY ROSS, CITY MANAGER

DEER VALLEY RESORT COMPANY  
a Utah limited partnership  
By Royal Street of Utah, a general partner

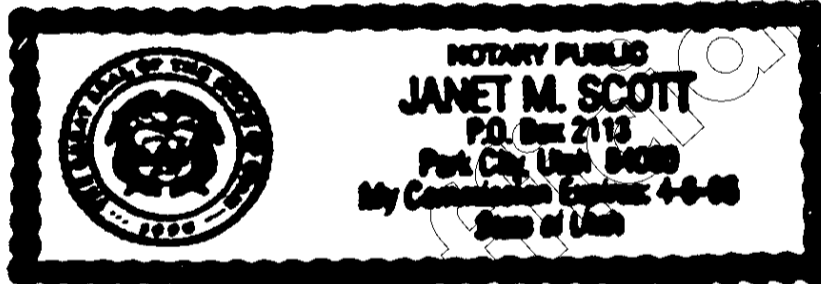
  
\_\_\_\_\_  
ROBERT W. WELLS, VICE PRESIDENT

STATE OF UTAH    )  
  : SS  
COUNTY OF SUMMIT )

The foregoing Encroachment Permit was acknowledged before me on this 17 day of NOVEMBER, 1995, by Toby Ross, City Manager of Park City Municipal Corporation.

My Commission Expires:


  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at \_\_\_\_\_



STATE OF UTAH    )  
  : SS  
COUNTY OF SUMMIT )

The foregoing Encroachment Permit was acknowledged before me on this 2 day of November, 1995, by Robert W. Wells, Vice President of Royal Street of Utah, a Utah corporation, a general partner of Deer Valley Resort Company, a Utah limited partnership, as the action of Deer Valley Resort Company.

My Commission Expires:

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at Park City, Utah.

Nov. 10, 1995

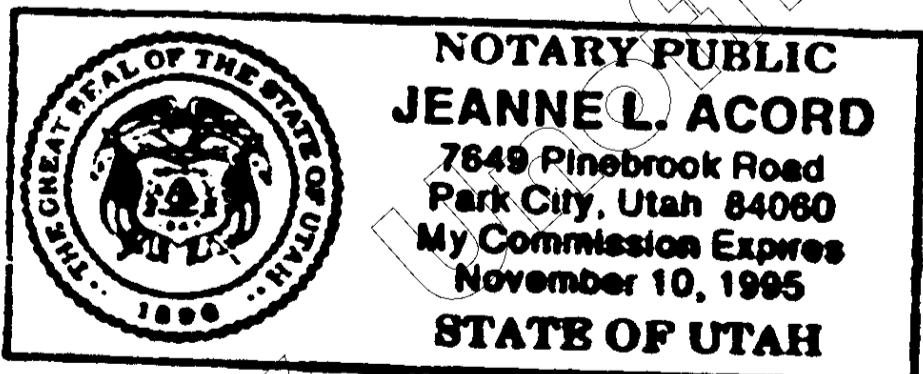


EXHIBIT A  
TO  
AMENDED AND RESTATED ENCROACHMENT PERMIT  
ALL FACILITIES HAVE BEEN CONSTRUCTED

BRIDGES

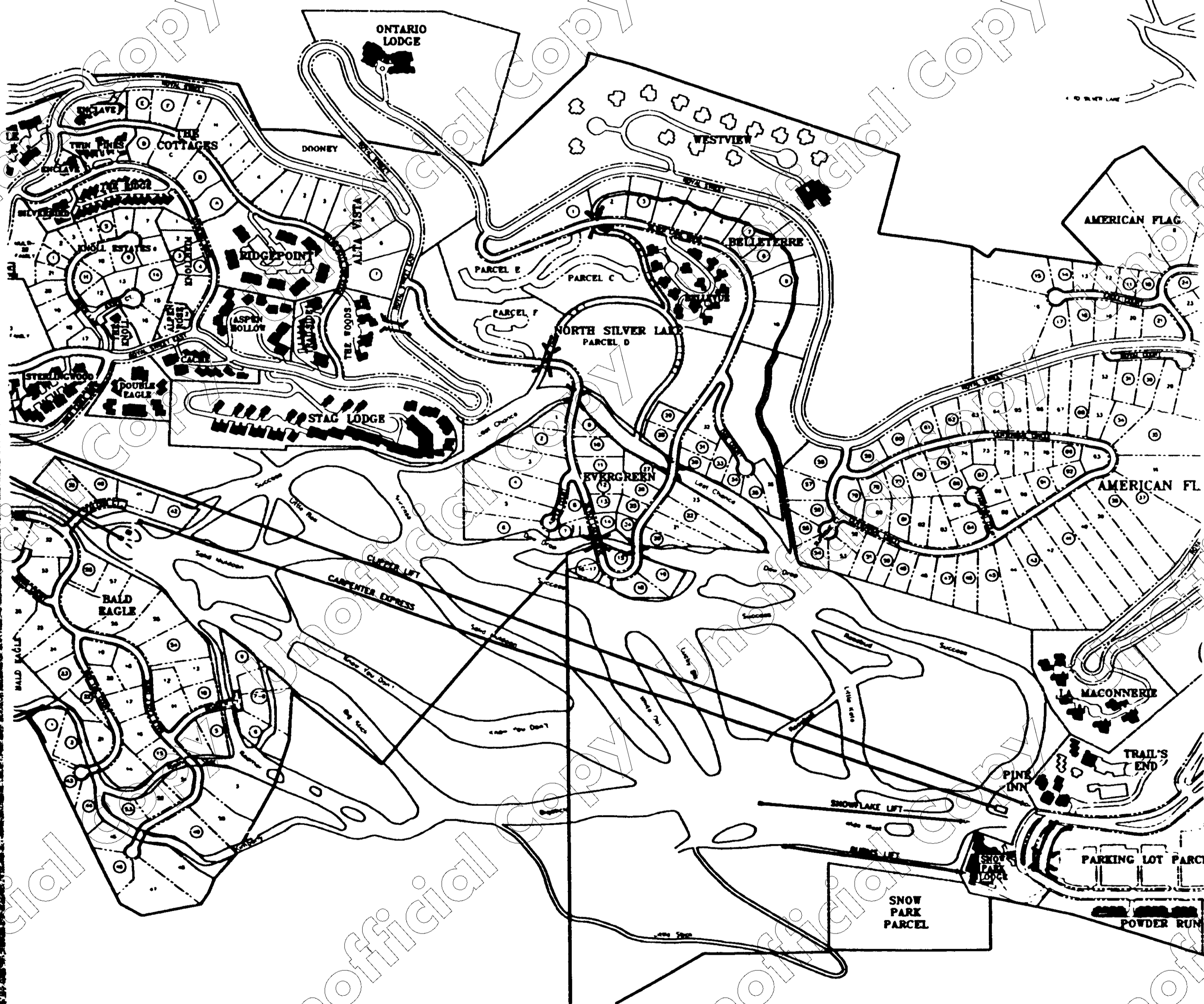
North Silver Lake  
Evergreen  
Royal Street at the Woods

TUNNELS

Evergreen (three tunnels)  
Snow Park  
Bellevue

EXHIBIT B  
TO  
AMENDED AND RESTATED ENCROACHMENT PERMIT

SKIER CROSSINGS APPROVED AND CONSTRUCTED



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