

FOLLOWING RECORDING RETURN TO:

Shawn C. Ferrin, Esq.
Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, UT 84111

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter "Agreement") is made and given this 19 day of January, 2001, by **AMERICAN SKIING COMPANY RESORT PROPERTIES, INC.**, a Maine corporation, with its principal place of business at 1 Parkway, P.O. Box 450, Bethel, Maine 04217 (hereinafter referred to as the "Sublessor"), and between **WESTGATE RESORTS, LTD.**, a Florida limited partnership, with its principal place of business at 5601 Windhover Drive, Orlando, Florida 32819 (hereinafter referred to as the "Sublessee").

RECITALS:

A. Sublessor is in possession of that certain property situated in Summit County, Utah, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Leased Premises") pursuant to a Ground Lease Agreement dated July 3, 1997, as amended by the following (i) First Amendment to Ground Lease Agreement, dated August 3, 1998; and (ii) Second Amendment to Ground Lease Agreement, dated November 12, 1999 (hereinafter "Ground Lease") executed by and between Wolf Mountain Resorts, L.C., a Utah limited liability company (hereinafter "Landlord") and Sublessor; and

B. Sublessee is the owner of certain real property situated in Summit County, Utah known as Westgate at the Canyons which is adjacent to and abuts the Leased Premises (hereinafter "Sublessee's Property"). Sublessor is also the owner of, or has developed, certain real property situated in Summit County, Utah which is adjacent to and abuts the Leased Premises known as the Sundial Lodge, and more precisely described in Exhibit "B" (hereinafter "Sublessor's Property"); and

C. Sublessee desires to develop Sublessee's Property and to construct certain improvements thereon and the gradation and topography of Sublessee's Property requires that certain anchor rods, soldier piles, and other items be placed on the Leased Premises in order to facilitate the construction of the shoring system and footing system relating to the improvements to be constructed by Sublessee on Sublessee's Property; and

D. Sublessor has agreed to sublease a portion of the Leased Premises to Sublessee upon the terms and conditions set forth herein in order to facilitate such construction; and

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Preliminary Recitals. The preliminary recitals set forth above are incorporated herein by reference.

375136.9

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ALAN SPRIGGS, SUMMIT CO RECORDER
2001 JUN 01 15:41 PM FEE \$136.00 BY DMG
REQUEST: FIRST AMERICAN TITLE CO UTAH

□□

2. Possession and Use Rights. Sublessor does hereby grant and convey to Sublessee and its agents the right and ability to enter into and upon the Leased Premises and to install and maintain such anchor rods, soldier pilings and other items called for in the plans, drawings and specifications (the "Work") attached hereto as Exhibit "C" and incorporated herein on the Leased Premises, as such Work may be amended during the course of construction and as approved by Sublessor. Sublessor expressly acknowledges and agrees that (i) the anchor rods, soldier pilings, and other items to be placed on the Leased Premises pursuant to the Work shall be supported laterally by the subsoil and the minerals in and under the Leased Premises; and that (ii) as of the date of this Agreement, the Work has been approved by Sublessor's engineers. Notwithstanding anything contained herein to the contrary, Sublessee shall have no other use or possessory rights with respect to the Leased Premises other than as set forth herein. Further, Sublessor expressly represents and warrants to Sublessee that Sublessor has the power and authority under the Ground Lease to enter into this Agreement and to otherwise grant to Sublessee the rights and privileges contained herein.

3. Term. The term of the sublease created hereby shall commence upon execution hereof and continue until the later of (i) issuance of a Certificate of Occupancy for Building 10 at Westgate at the Canyons; and (ii) December 31, 2002 (hereinafter "Term").

4. Abandonment of Work/Termination of Rights as Sublessee/Removal of the Work. Upon the earlier of (i) the Sublessee's delivery to Sublessor of written notice of intent to abandon the Work, or (ii) the expiration of the Term, Sublessee shall be deemed to have automatically abandoned and relinquished all claim and right of ownership in and to the Work and all rights to sublease the Leased Premises, at which time Sublessee's rights as Sublessee in and to the Leased Premises shall automatically terminate. At any time prior to the earlier of (A) December 31, 2006 or (B) the completion by Sublessee of the stairway and water feature currently contemplated between Buildings 10 and 19, whichever is earlier, Sublessee shall have the right at its option to remove the Work, and the obligation to remove the Work following receipt of notice from Sublessor or its successor that the Work must be removed. Sublessor or its successor shall have the right to require Sublessee to remove all or any portion of the Work, including, but not limited to, all anchor rods, soldier pilings and other items and elements of the Work. Sublessee expressly agrees to remove the Work at Sublessee's sole cost and expense within ninety (90) days following the date of such written demand. In the event Sublessor intends to construct any buildings or structures on or over the Leased Premises prior to December 31, 2006 or the completion by Sublessee of the stairway and water feature, Sublessor agrees that Sublessor shall provide written notice to Sublessee of such intent (hereinafter the "Notice of Intent to Construct") in the manner specified herein. Sublessee shall have ten (10) days from its receipt of the Notice of Intent to Construct to notify Sublessor in writing of Sublessee's intent to remove the Work. In such event Sublessee intends to remove the Work following receipt of the Notice of Intent to Construct, Sublessee shall have forty (40) days from its receipt of the Notice of Intent to Construct to remove the Work. It is understood and agreed that roads, sidewalks, walkways, landscaping and related improvements shall not constitute a building or structure for purposes of this paragraph. Sublessee shall restore and repair any and all damage resulting from removal of the Work, including but not limited to repair and restoration of any and all buildings, structures, and improvements as may be damaged or otherwise impacted by the removal of the Work. Sublessee shall promptly pay, without limitation, any and all costs and expenses incurred as a result of the removal of the Work, including, but not limited to, all costs and expenses of all equipment, materials, contractors,

subcontractors, workers, materialmen and any and all other costs and expenses in any way related to the removal of the Work. Sublessee shall purchase and maintain in place at its sole cost and expense during the course of such removal work, for the benefit of Sublessor, Sublessor's Property, the owners of the Subleased Property, and the Leased Premises, sufficient and appropriate property, casualty, liability, workers compensation and any other insurance, together with such surety bonds and other financial assurances and guarantees, in such amounts and with such coverages and endorsements as shall be required by Sublessor or its successor. Prior to commencing work to remove the Work, Sublessee shall obtain any and all governmental permits, licenses, approvals and authorizations as may be required to remove the Work.

5. Release of Liability. In connection with the sublease created hereby, Sublessee expressly releases Sublessor and/or Lessor of and from any and all damages, claims, costs, expenses and liability to Sublessee's Property or the improvements situated thereon, or in the event the same shall in any way be rendered unstable or unsafe, arising from or resulting out of Sublessor's or its successor's or agent's use or possession of the Leased Premises, unless such damage, instability, or safety issues result from the gross negligence or willful misconduct of Sublessor or Lessor, their employees, agents, consultants or representatives.

6. Indemnification. Sublessee shall indemnify and hold Sublessor, Lessor and their successors, agents and representatives and the owner(s) of the Sublessor's Property harmless from and against all liabilities, damages, expenses, claims, losses, costs and attorneys' fees incurred by Sublessor and/or Lessor or any successor of the Sublessor or Lessor, or the owner(s) of the Sublessor's Property, as the case may be, as a result of (i) the failure by Sublessee to perform any covenant required to be performed by Sublessee hereunder or the breach by Sublessee of any of the terms and conditions of this Agreement, including, without limitation, any and all damages, costs and expenses in any way related to the removal of the Work; (ii) any accident, injury, damage or loss of life or property which shall occur in or to the Leased Premises, to the Sublessor's Property, and to any improvements located thereon, resulting from Sublessee's exercise of the rights granted under this Agreement or from the construction of the Work, from the abandonment of the Work or from the removal of the Work from the Subleased Premises; or (iii) from the failure of Sublessee to comply with any applicable statute, law, ordinance, rule or regulation or other requirements of any governmental authority having jurisdiction over the subject matter hereof.

7. Section Headings. The section headings are herein used for convenience or reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any sections herein.

8. Severability. This Sublease Agreement is intended to be formed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby but rather this Agreement shall be enforced to the greatest extent permitted by law.

9. Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Utah. In the event of any litigation arising under this Agreement, exclusive jurisdiction venue shall be in Salt Lake

County, Utah.

10. Modifications and Changes. This Agreement cannot be changed or modified except by another agreement in writing signed by the party sought to be charged therewith or by its duly authorized agent.

11. Default;Attorney's Fees. In the event of any default arising under any agreement between Sublessor or any affiliate of Sublessor and Sublessee, the same shall constitute a default under the terms of this Agreement. In the event of any default under this Agreement, the nondefaulting party shall be entitled to pursue any and all remedies allowed at law or in equity arising from such default, including, but not limited to, the recovery of any and all costs, damages, expenses and fees incurred as a result of such default and arising from exercising their rights under this agreement and including but not limited to enforcing the terms and provisions of this Agreement. The prevailing party in any such litigation shall be entitled to recover any and all attorneys' fees, court costs and expenses incurred in enforcing their rights under this Agreement whether before trial, and at all trial and appellate levels.

12. Covenants Running with the Land/Recordation of Agreement/Binding Effect. A Memorandum of Sublease may be recorded in the office of the Summit County Recorder with respect to the Sublessor's Property and the Leased Premises to evidence the existence of this Agreement. Sublessor may also record this Agreement with the Summit County Recorder with respect to the Sublessor's Property and the Leased Premises. It is intended that this Agreement and the benefits and burdens hereof shall run with the land and create equitable servitudes in favor of the real property benefited thereby and shall be binding upon and inure to the benefit of the parties hereto, the current and future owners of the Sublessor's Property and the current and future owner of the Leased Premises, and their respective successors and assigns. As used herein, the term "successors and assigns" shall exclude any person, firm, or entity who purchases a timeshare interval, condominium, apartment, or other unit(s) from Sublessee, or any association comprised in whole or in part of same, other than as a result of a sale of all or substantially all of Sublessee's Property as part of one sale or series of sales to the same grantee. It is also understood and agreed that the current and future owners of the Sublessor's Property and their successors and assigns are intended third party beneficiaries of this Agreement and as such shall have the right to enforce the terms and provisions hereof, as applicable.

13. Notices. Notices to be given pursuant to this Agreement shall be provided to the addresses noted below, or to such other address as may be designated in writing by the party intended to receive the notice, or by facsimile transmission. For purposes hereof, notice shall be deemed received (i) three days following deposit in United States mail, postage prepaid; (ii) one day following delivery to an overnight courier for delivery within the continental United States; or (iii) the day notice is sent via facsimile transmission to the intended recipient provided the sender has received confirmation that the same has been sent. For purposes of this Agreement, the term "day" or "days" shall exclude Saturdays, Sundays and United States federal holidays. For purposes of this Agreement, notices shall be sent, if to Sublessor to: American Skiing Company Resort Properties, Inc., 1 Parkway, P.O. Box 450 Bethel, Maine 04217, Attention General Counsel, Facsimile # (207) 824-5158, and to American Skiing Company Resort Properties, Inc., The Canyons, 4000 Canyons Resort Drive, Park City, Utah 84098, Attention, Resort Development, Facsimile # (435) 649-7374; if to Sublessee to: Westgate Resorts, LTD., 5601 Windhover Drive, Orlando, Florida 32819, Attention: David A.

Siegel, Facsimile # (407) 352-8935, with a copy to Michael E. Marder, Esq., Greenspoon, Marder, Hirschfeld, Rafkin, Ross & Berger, P.A., 135 West Central Blvd., Orlando, Florida, Facsimile # (407) 425-6559.


14. Temporary Easement. This Agreement supercedes in its entirety that certain Temporary Easement letter agreement dated November 22, 2000 between Sublessor and Sublessee.

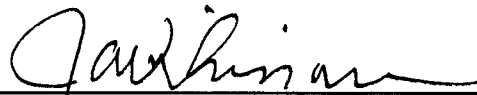
15. Survival. Paragraphs 4, 5, 6, 7, 9, and 11-14 of this Agreement shall survive the expiration of the Term of this Agreement or the termination hereof.


IN WITNESS WHEREOF, Sublessor and Sublessee have set their hands and seals the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

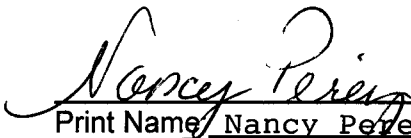
AMERICAN SKIING COMPANY RESORT
 PROPERTIES, INC., a Maine corporation


Print Name: Fran Amendola


By: 
Name: JOHN A. VIHINEN
Its: V.P.


Print Name: Cary Williams

WESTGATE RESORTS, LTD., a Florida
limited partnership


Print Name: Nancy Perez

By: 
Name: Mark A. Waltrip
Its: Chief Development Officer


Print Name: Gina Hernandez

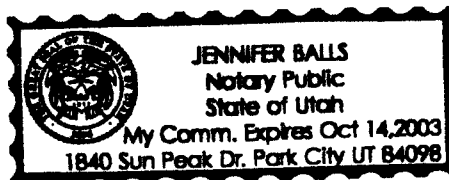
□□
STATE OF UTAH)

COUNTY OF SUMMIT) SS:

The foregoing instrument was acknowledged before me this 19 day of January, 2001, by JOHN VIHINEN, as V.P. of American Skiing Company Resort Properties, Inc., a Maine corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Jennifer Balls
Notary Public

My commission expires: 10/14/03



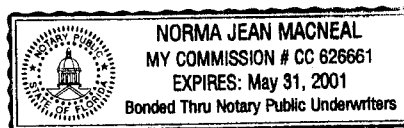
STATE OF FLORIDA)

COUNTY OF ORANGE) SS:

The foregoing instrument was acknowledged before me this 16th day of January, 2001, by Mark Waltrip as Chief Development Officer of Westgate Resorts, Ltd., a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Norma Jean MacNeal
Notary Public

My commission expires:



Sublease Agreement 12-4-00a

Exhibit A

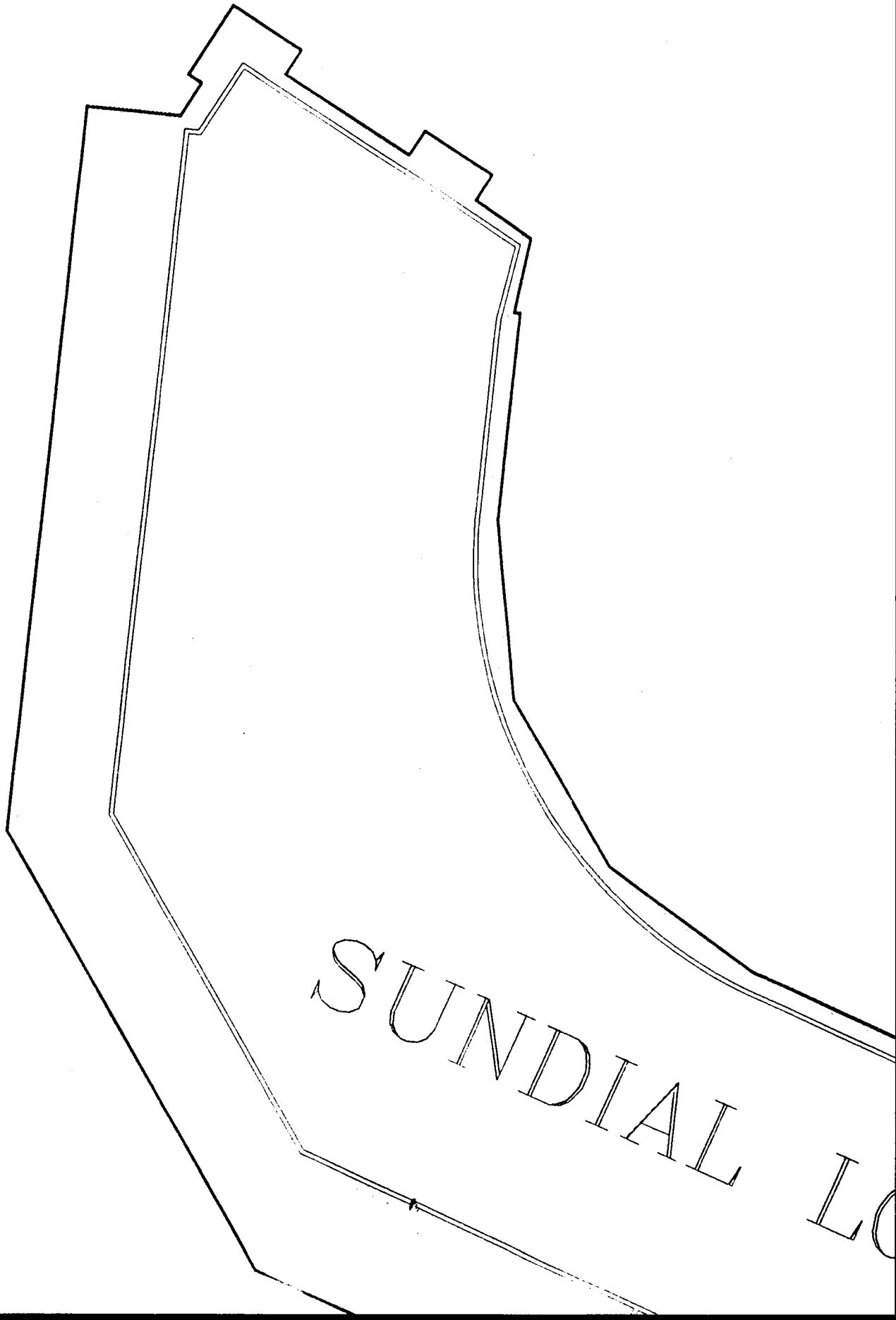
WOLF MOUNTAIN WESTGATE EASEMENT PARCEL

Commencing at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap; thence N.89°59'43"W., a distance of 1,737.08 feet along the south line of said Section 36; thence leaving said section line North, a distance of 641.47 feet to the POINT OF BEGINNING, said point being on the northerly boundary of the Westgate At The Canyons Final Site Plat, on file and of record in the office of the Summit County Records Office, (basis of bearing being N.89°59'43"W., a distance of 2667.10 feet from the southeast corner to the south quarter corner of said Section 36); thence along said plat boundary S.60°30'24"W., a distance of 85.74 feet; thence leaving said plat boundary, North, a distance of 0.59 feet; thence West, a distance of 43.68 feet; thence N.10°11'48"W., a distance of 13.31 feet; thence N.43°20'20"E., a distance of 42.99 feet; thence N.60°30'03"E., a distance of 32.12 feet; thence S.63°39'32"E., a distance of 24.89 feet; thence N.60°30'03"E., a distance of 31.89 feet; thence S.29°29'57"E., a distance of 26.68 feet to the POINT OF BEGINNING.

Containing 4,263.28 square feet, more or less.

Tax Serial No. PP-75-4 } PP-75-Lp

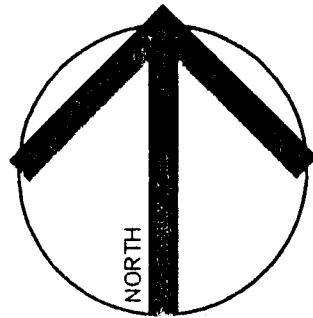
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SUNDIAL LO

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WESTGATE SHORING EX AT THE CANYONS, PARK CITY, UT



SCALE: 1" = 30'

SUNDIAL PL
BOUNDARY -

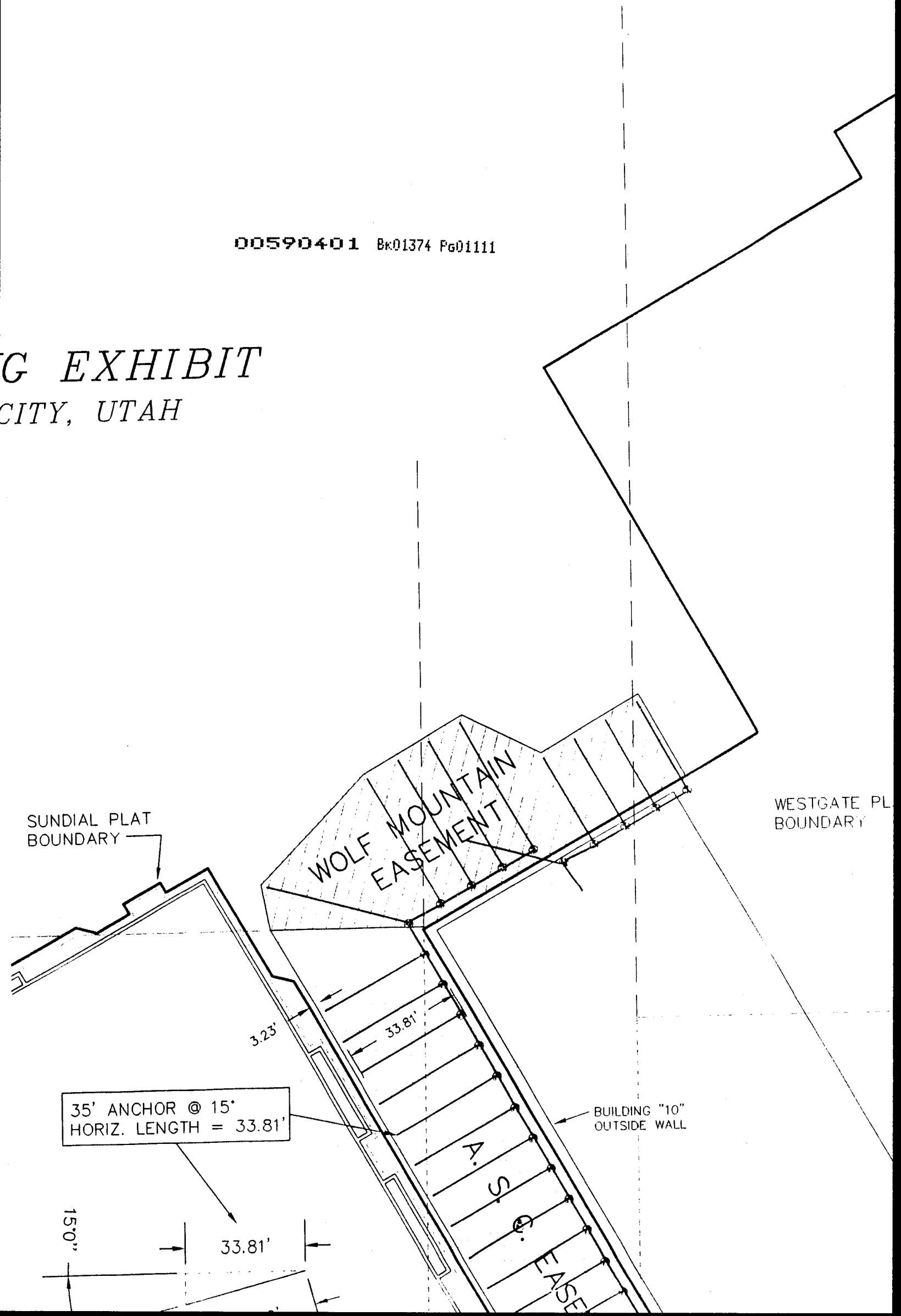
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HORIZ.

15.0"

SUNDIAL LODGE

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EXHIBIT
CITY, UTAH

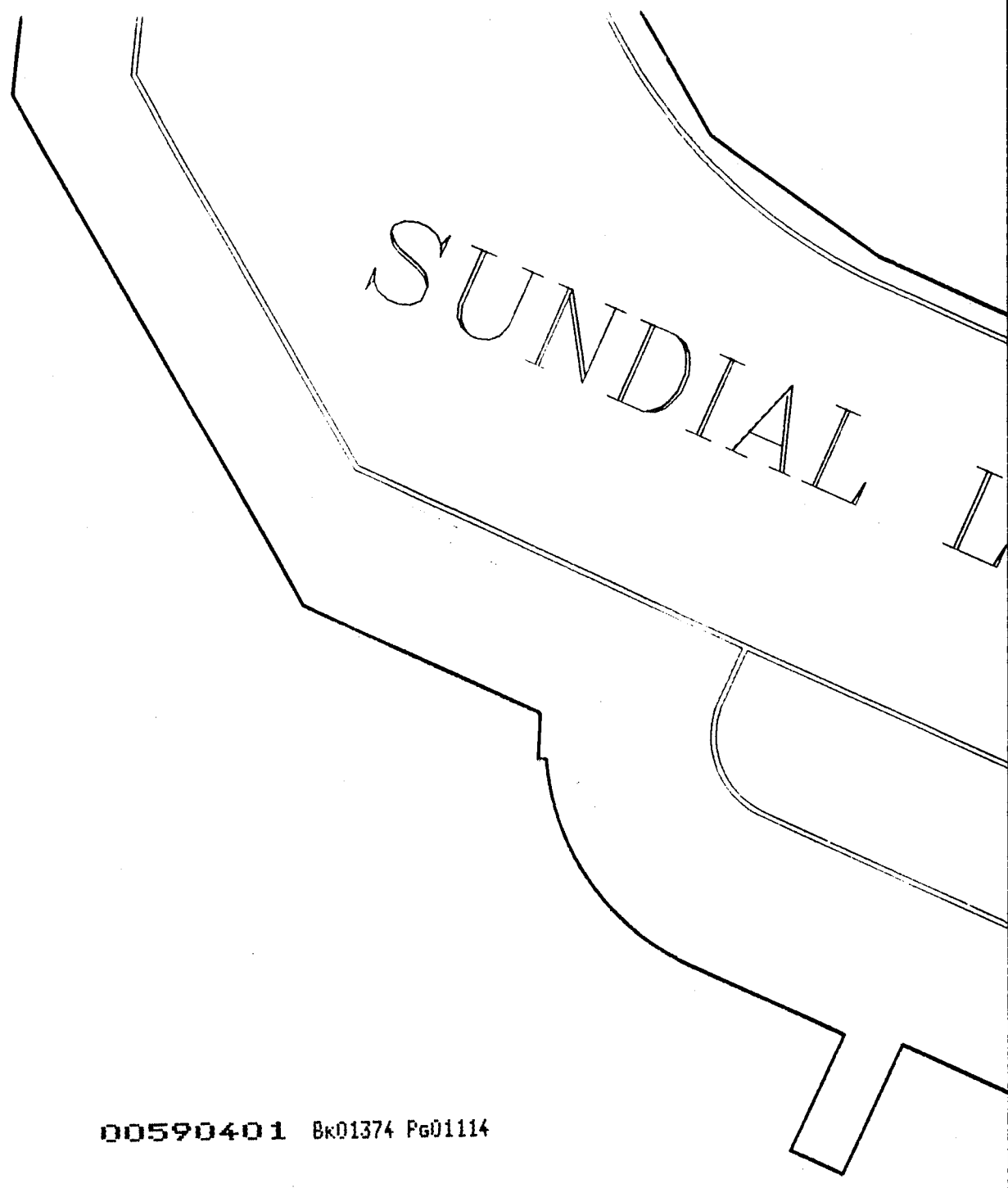


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WESTGATE PLAT
BOUNDARY

WESTGATE

Z:\W\Westgate\REVEASE14.dwg Mon Mar 12 14:31:30 2001 PARK CITY SURVEYING INC.



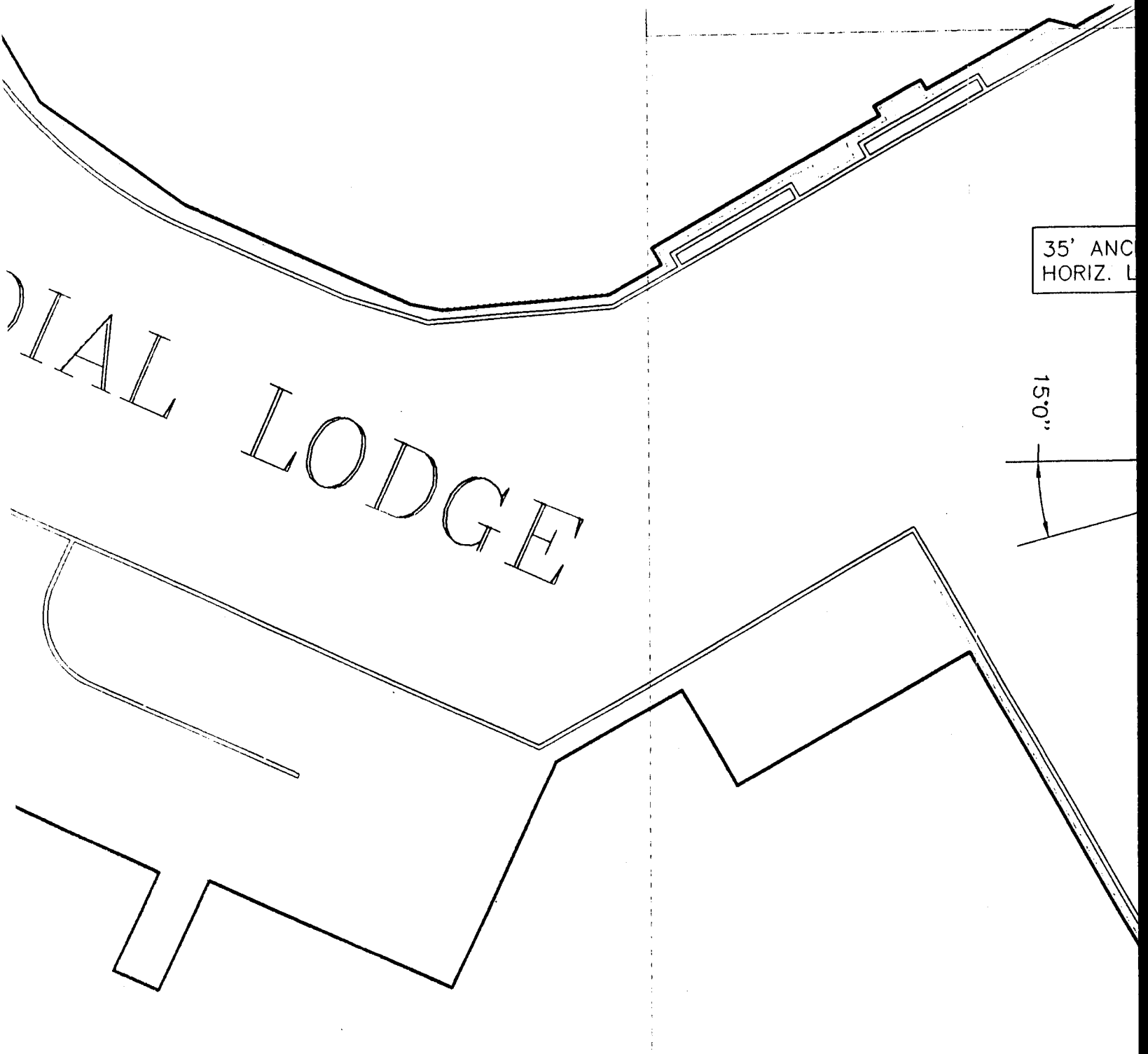
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WOLF MOUNTAIN WESTGATE EASEMENT PARCEL

Commencing at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap; thence N.89°59'43"W., a distance of 1,737.08 feet along the south line of said Section 36; thence leaving said section line North, a distance of 641.47 feet to the POINT OF BEGINNING, said point being on the northerly boundary of the Westgate At The Canyons Final Site Plat, on file and of record in the office of the Summit County Recorders Office, (basis of bearing being N.89°59'43"W., a distance of 2667.10 feet from the southeast corner to the south quarter corner of said Section 36); thence along said plat boundary S.60°30'24"W., a distance of 85.74 feet; thence leaving said plat boundary, North, a distance of 0.59 feet; thence West, a distance of 43.68 feet; thence N.10°11'48"W., a distance of 13.31 feet; thence N.43°20'20"E., a distance of 42.99 feet; thence N.60°30'03"E., a distance of 32.12 feet; thence S.63°39'32"E., a distance of 24.89 feet; thence N.60°30'03"E., a distance of 31.89 feet; thence S.29°29'57"E., a distance of 26.68 feet to the POINT OF BEGINNING.

Containing 4,6328 square feet, more or less

~~00590401 Bk01374 Pg01114~~



DIAL LODGE

35' ANCHOR HORIZ. L.

150'

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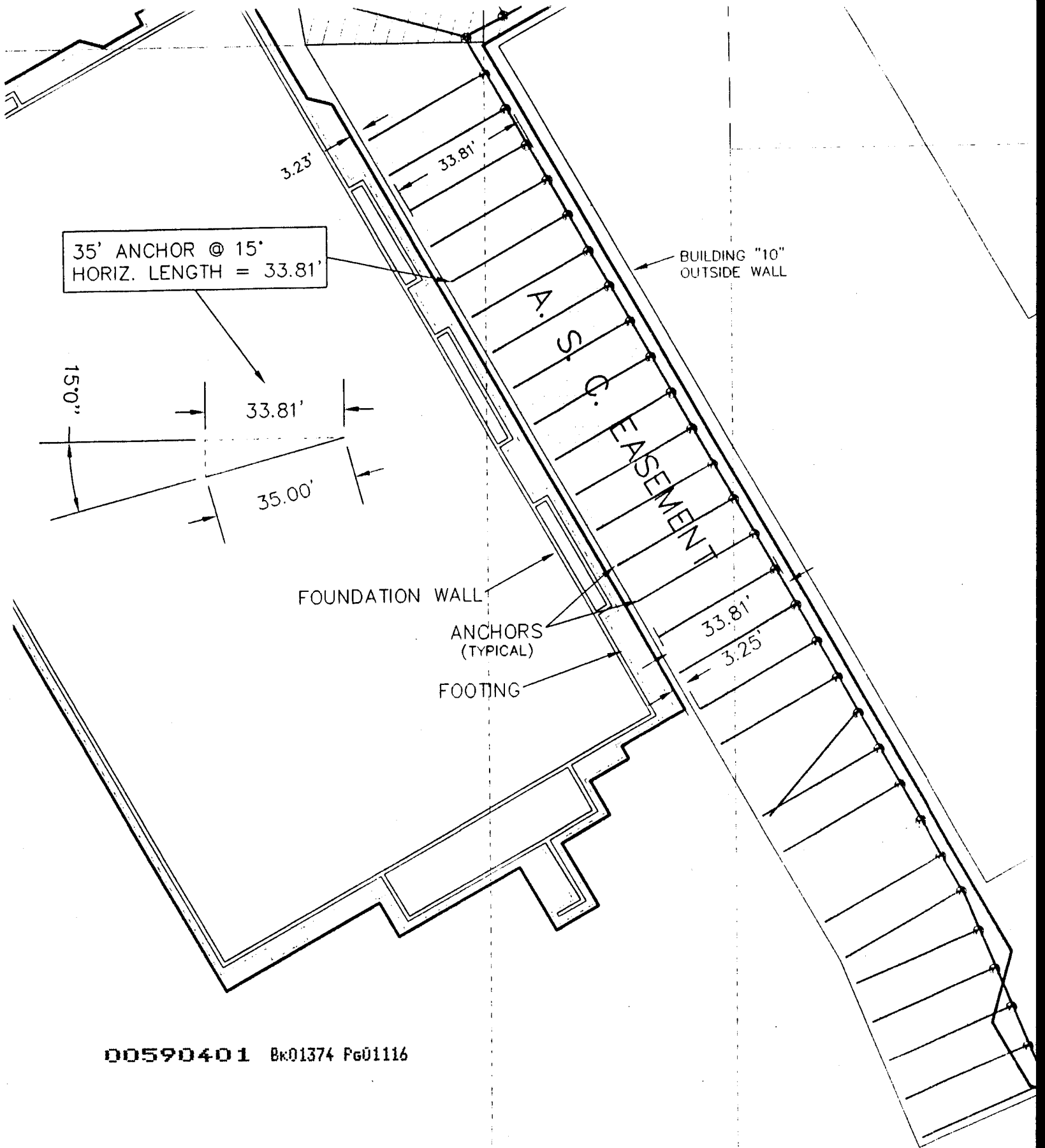
ASC WESTGATE EASEMENT PARCEL

Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap; thence along the south line of said Section 36; thence leaving said section line North, a distance of 339.99 feet to the POINT OF BEGINNING; said point being on the westerly boundary of the Westgate At The Canyons Final Site Plat, on file and of record in the office of the Summit County Recorder, (basis of bearing being N.89°59'43"W., a distance of 2667.10 feet from the southeast corner to the south quarter corner of said Section 36); thence leaving said Westgate Boundary S.67°12'03"W., a distance of 34.10 feet; thence N.22°35'58"W., a distance of 49.56 feet; thence N.29°29'57"W., a distance of 261.19 feet; thence East, a distance of 43.68 feet; thence South, a distance of 0.59 feet to a point on the northerly boundary of the said Westgate At The Canyons Final Site Plat; thence along said northerly boundary S.60°30'24"W., a distance of 0.33 feet to the westerly boundary of said Westgate Plat; thence continuing along said westerly line, S.29°29'38"E., a distance of 258.66 feet; thence continuing along said line S.15°30'22"W., a distance of 17.77 feet; thence continuing along said line S.29°29'38"E., a distance of 18.00 feet; thence continuing along said line S.74°29'38"E., a distance of 4.41 feet to the POINT OF BEGINNING.

Commencing at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap; thence N.89°59'43"W., a distance of 1,676.29 feet along the south line of said Section 36; thence leaving said section line North, a distance of 339.99 feet to the POINT OF BEGINNING; said point being on the westerly boundary of the Westgate At The Canyons Final Site Plat, on file and of record in the office of the Summit County Recorder, (basis of bearing being N.89°59'43"W., a distance of 2667.10 feet from the southeast corner to the south quarter corner of said Section 36); thence leaving said Westgate Boundary S.67°12'03"W., a distance of 34.10 feet; thence N.22°35'58"W., a distance of 49.56 feet; thence N.29°29'57"W., a distance of 261.19 feet; thence East, a distance of 43.68 feet; thence South, a distance of 0.59 feet to a point on the northerly boundary of the said Westgate At The Canyons Final Site Plat; thence along said northerly boundary S.60°30'24"W., a distance of 0.33 feet to the westerly boundary of said Westgate Plat; thence continuing along said westerly line, S.29°29'38"E., a distance of 258.66 feet; thence continuing along said line S.15°30'22"W., a distance of 17.77 feet; thence continuing along said line S.29°29'38"E., a distance of 18.00 feet; thence continuing along said line S.74°29'38"E., a distance of 4.41 feet to the POINT OF BEGINNING.

Containing 11,120.56 square feet, more or less.

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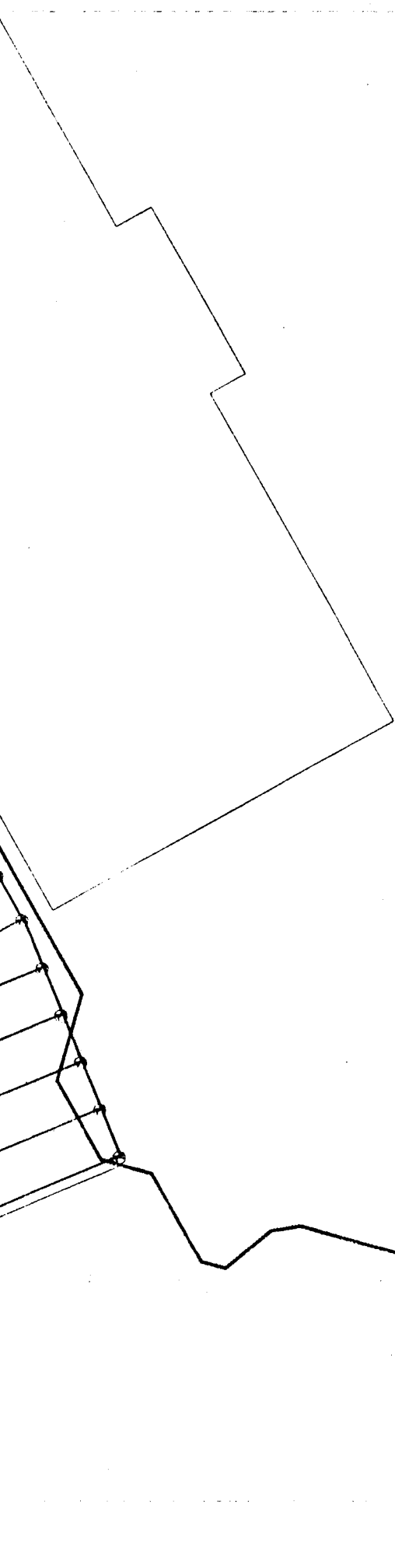


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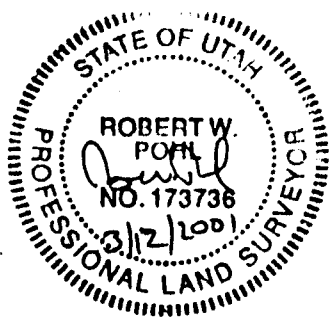
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WESTGATE

DD590401 BK01374 Pg01117



~~CONFIDENTIAL~~



SURVEYED BY:
POHL

DRAWN BY:
POHL

DATE:
MARCH 12, 2001

FOR:
WESTGATE

WESTGATE SHORING & EASEMENT EXHIBIT
AT THE CANYONS, PARK CITY, UTAH

DWG:
REASELDD.DWG

JOB NO.

00590401 Bk01374 Pg01118

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WOLF MOUNTAIN WESTGATE EASEMENT PARCEL

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Containing 4,203.28 square feet, more or less

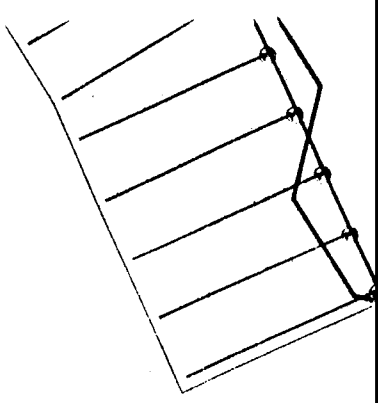
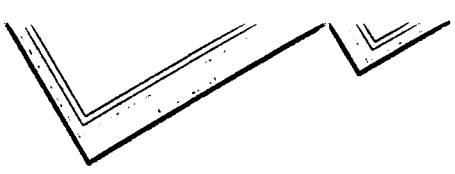
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ASC WESTGATE EASEMENT PARCEL

Section 36, Township 1 South,
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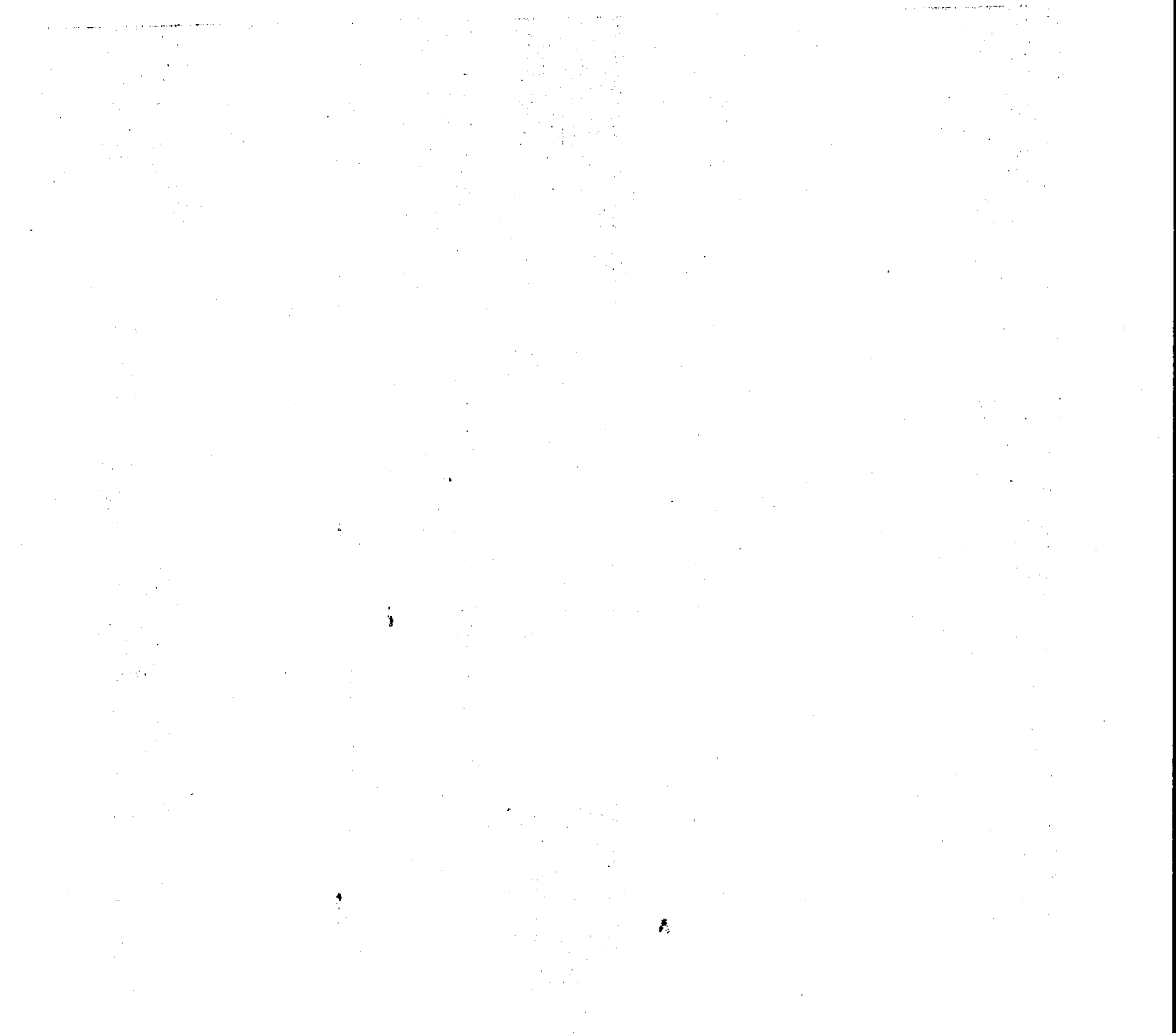
Containing 11,120.56 square feet, more or less.

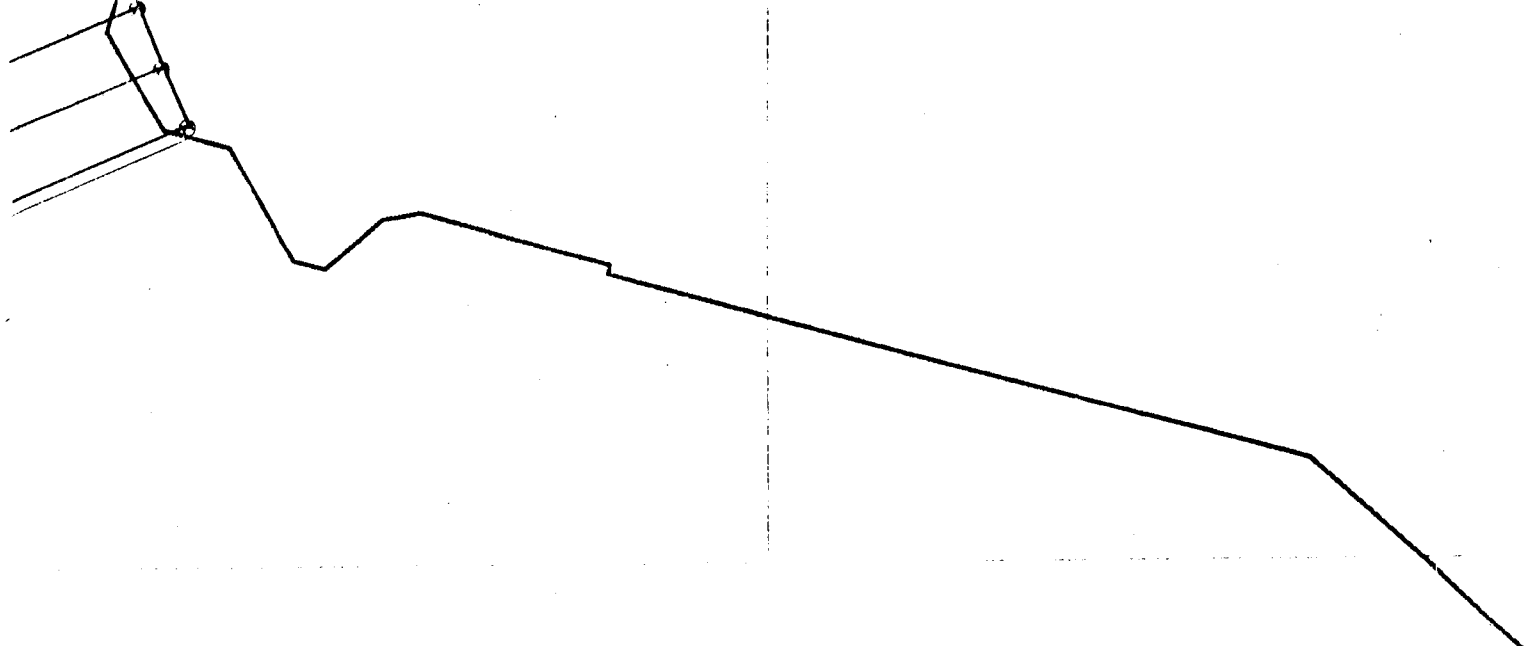


00590401 Bk01374 Pg01116

v
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s
s

00590401 Bk01374 Pg01121





00590401 Bk01374 Pg01122

*EASEMENT EXHIBIT
PARK CITY, UTAH*

DWG:
REASELDD.DWG

JOB NO.

SHEET 1 OF 1

00590401 Bk01374 Pg01118

00590401 Bk01374 Pg01123

Exhibit B

SUNDIAL LODGE LEGAL DESCRIPTION

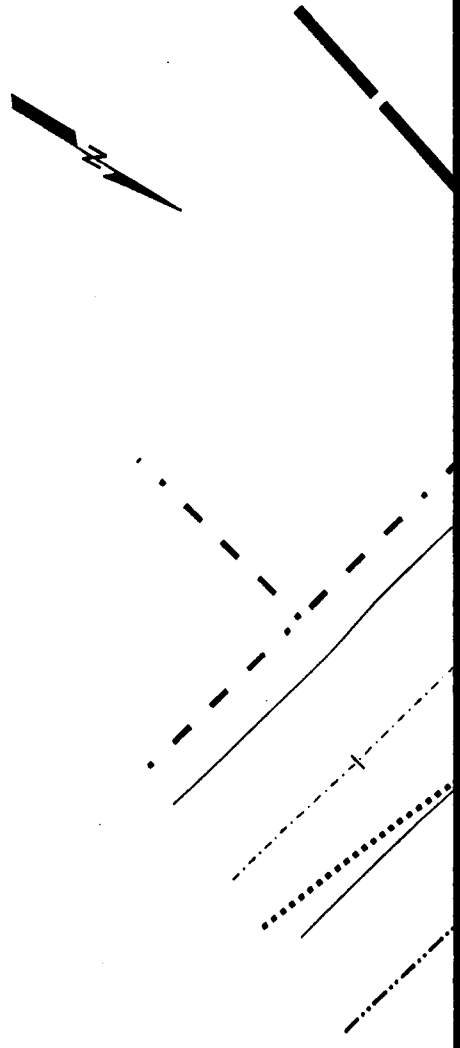
BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 367.46 FEET; THENCE EAST 790.60 FEET TO THE TRUE POINT OF BEGINNING; (BASIS OF BEARING BEING NORTH 89°59'43" WEST BETWEEN THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN AND THE SAID SOUTH QUARTER CORNER OF SECTION 36); THENCE GENERALLY FOLLOWING A COURSE THAT IS 1 FOOT PERPENDICULARLY EQUIDISTANT FROM THE SAID FURTHEST MOST EXTERIOR PORTIONS OF THE SUNDIAL LODGE, INCLUDING THE UNDERGROUND PARKING STRUCTURE, THE FOLLOWING CALLS:
NORTH 29°28'29" WEST 107.25 FEET; THENCE SOUTH 60°30'24" WEST 59.55 FEET; THENCE NORTH 29°29'36" WEST 25.02 FEET; THENCE SOUTH 60°31'31" WEST 32.10 FEET; THENCE SOUTH 25°01'31" WEST 55.56 FEET; THENCE NORTH 64°58'29" WEST 59.33 FEET; THENCE SOUTH 25° 01'31" WEST 27.18 FEET; THENCE NORTH 64°58'29" WEST 11.00 FEET; THENCE NORTH 25°01'31" EAST 24.31 FEET; THENCE NORTH 64°58'29" WEST 31.96 FEET TO THE POINT OF CURVATURE OF A 48.62 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 51.18 FEET THROUGH A CENTRAL ANGLE OF 60°19'10" TO THE CURVES END; THENCE NORTH 86°59'44" WEST 1.54 FEET; THENCE NORTH 02°44'03" EAST 8.73 FEET; THENCE NORTH 64°59'36" WEST 49.85 FEET; THENCE NORTH 29°29'36" WEST 112.45 FEET; THENCE NORTH 06°00'24" EAST 160.59 FEET; THENCE SOUTH 83° 58'29" EAST 20.68 FEET; THENCE NORTH 33°14'56" EAST 8.54 FEET; THENCE NORTH 56°43'29" WEST 3.48 FEET; THENCE NORTH 33°16'31" EAST 18.00 FEET; THENCE SOUTH 56°43'29" EAST 18.00 FEET; THENCE SOUTH 33°16'31" WEST 6.33 FEET; THENCE SOUTH 56°43'29" EAST 32.67 FEET; THENCE NORTH 33°16'31" EAST 6.33 FEET; THENCE SOUTH 56°43'29" EAST 18.00 FEET; THENCE SOUTH 33°16'31" WEST 6.66 FEET; THENCE SOUTH 55°34'59" EAST 14.76 FEET; THENCE SOUTH 12°43'29" WEST 16.50 FEET; THENCE SOUTH 83°58'28" EAST 1.38 FEET; THENCE SOUTH 06°01'30" WEST 45.44 FEET; THENCE SOUTH 05°28'29" EAST 39.96 FEET; THENCE SOUTH 29°28'29" EAST 43.44 FEET; THENCE SOUTH 53°28'29" EAST 39.96 FEET; THENCE SOUTH 64°58'29" EAST 54.93 FEET; THENCE SOUTH 78°46'47" EAST 7.29 FEET; THENCE NORTH 85°38'18" EAST 37.12 FEET; THENCE NORTH 60°31'31" EAST 13.49 FEET; NORTH 29°28'29" WEST 4.34 FEET; THENCE NORTH 60°30'24" EAST 58.50 FEET; THENCE NORTH 29°28'29" WEST 2.55 FEET; THENCE NORTH 60°31'31" EAST 12.00 FEET; THENCE SOUTH 29°28'29" EAST 2.55 FEET; THENCE NORTH 60°30'24" EAST 31.92 FEET; THENCE SOUTH 74°29'36" EAST 6.19 FEET; THENCE NORTH 60°31'31" EAST 10.70 FEET; THENCE NORTH 29°28'29" WEST 3.25 FEET; THENCE NORTH 60°31'31" EAST 12.00 FEET; THENCE SOUTH 29°28'29" EAST 3.25 FEET; THENCE NORTH 60°31'31" EAST 13.58 FEET; THENCE SOUTH 29°28'29" EAST 36.24 FEET; THENCE SOUTH 74°32'36" EAST 6.30 FEET; THENCE SOUTH 29° 29'36" EAST 172.47 FEET; THENCE SOUTH 60°31'31" WEST 17.85 FEET; THENCE SOUTH 29° 28'29" EAST 3.50 FEET; THENCE SOUTH 60°31'31" WEST 10.83 FEET; THENCE SOUTH 29°28'29" EAST 9.50 FEET; THENCE SOUTH 60°31'31" WEST 13.50 FEET; THENCE SOUTH 29°28'29" EAST 18.00 FEET; THENCE SOUTH 60°31'31" WEST 11.92 FEET; THENCE NORTH 29°28'29" WEST 18.00 FEET; THENCE SOUTH 60°31'31" WEST 33.89 FEET; THENCE NORTH 29°28'29" WEST 9.75 FEET; THENCE SOUTH 60°31'31" WEST 43.03 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.902 ACRES MORE OR LESS.

Tax Serial No. SDLC-1 through SDLC-C667, inclusive

Exhibit C

00590401 Bk01374 Pg01127

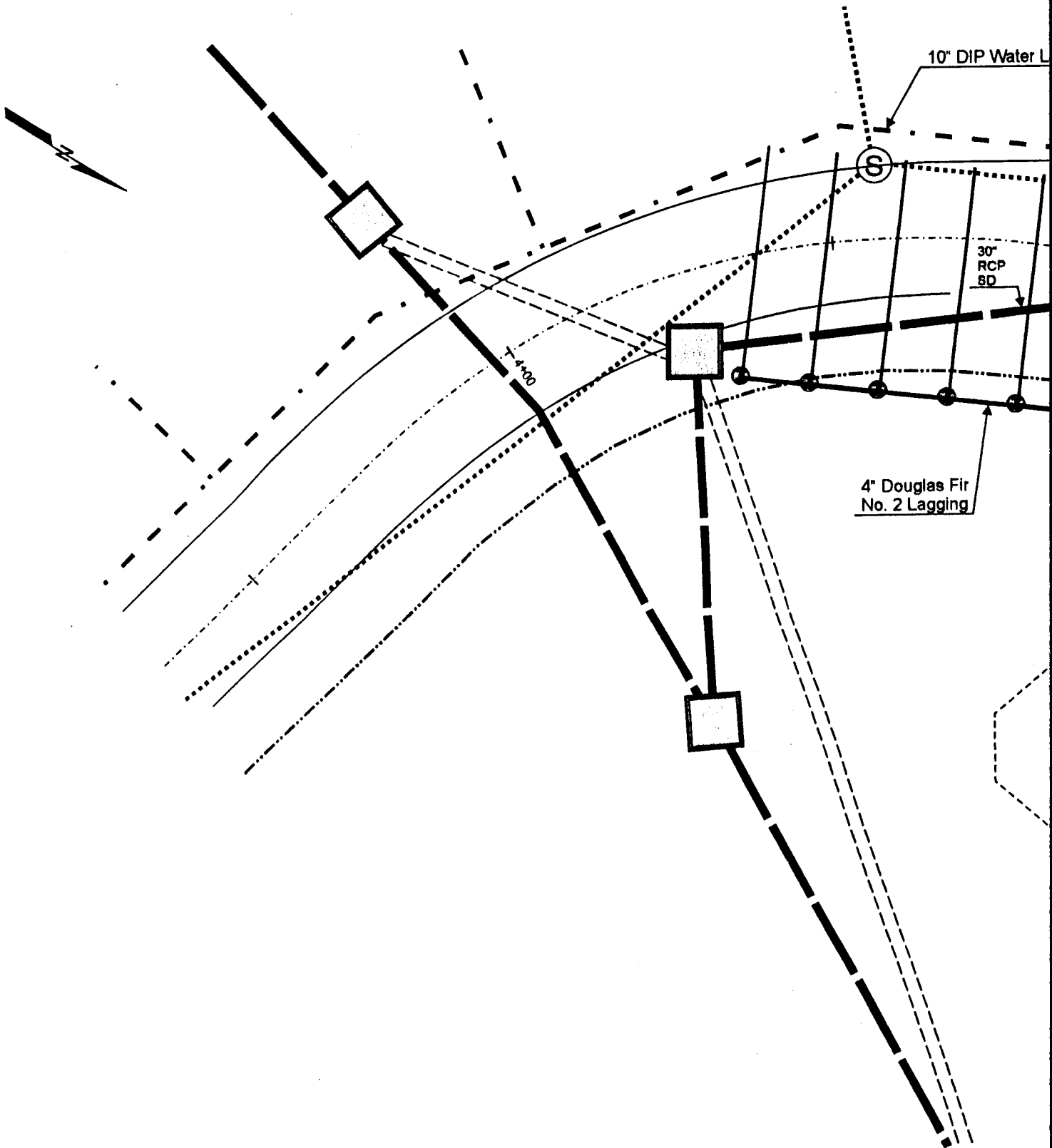


~~00590401 Bk01374 Pg01127~~

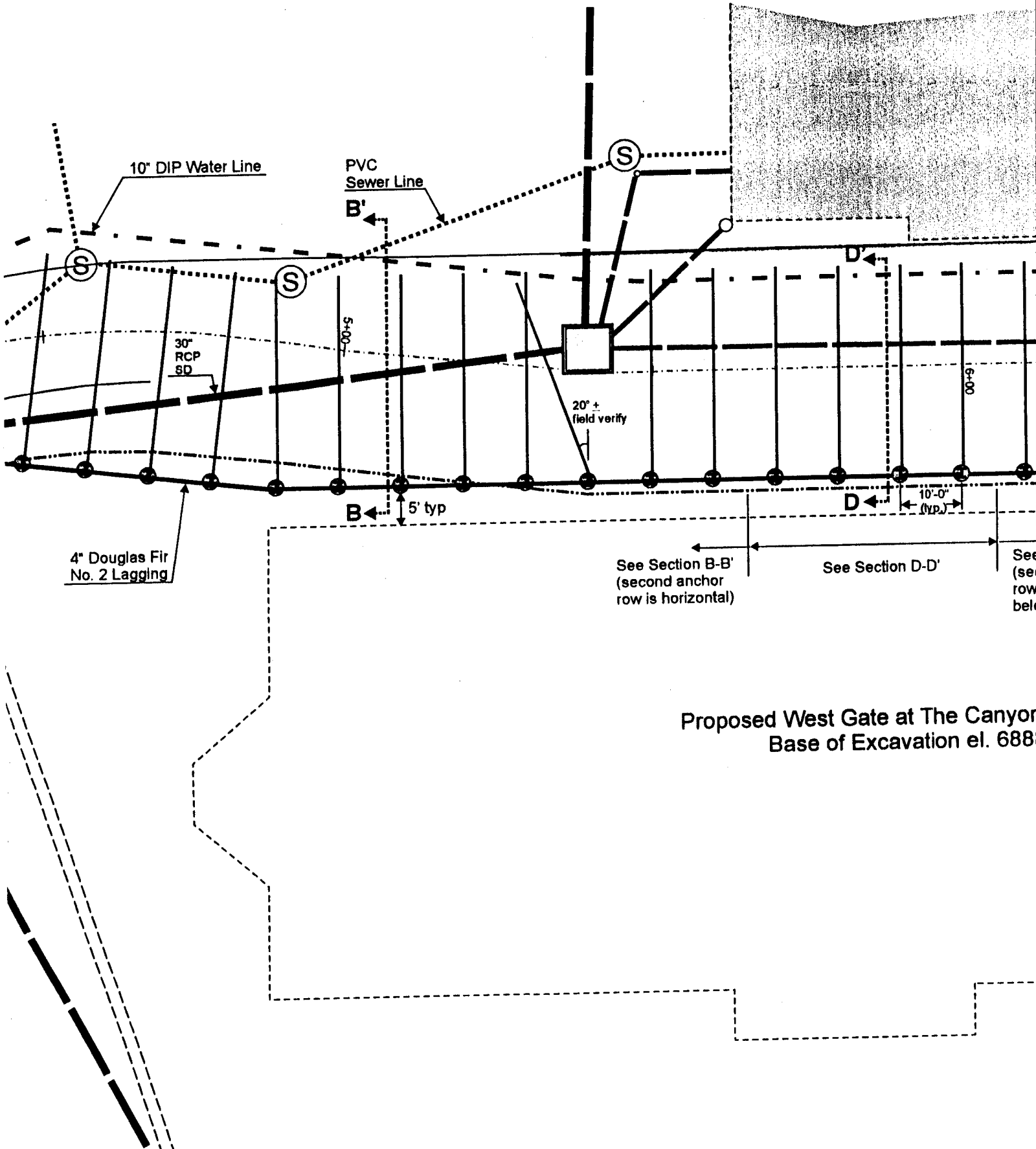
Trench box or
open cut excavation
as required

Wall

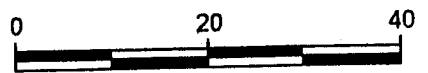
00590401 Bk01374 Pg01128



00590401 Bk01374 Pg01128

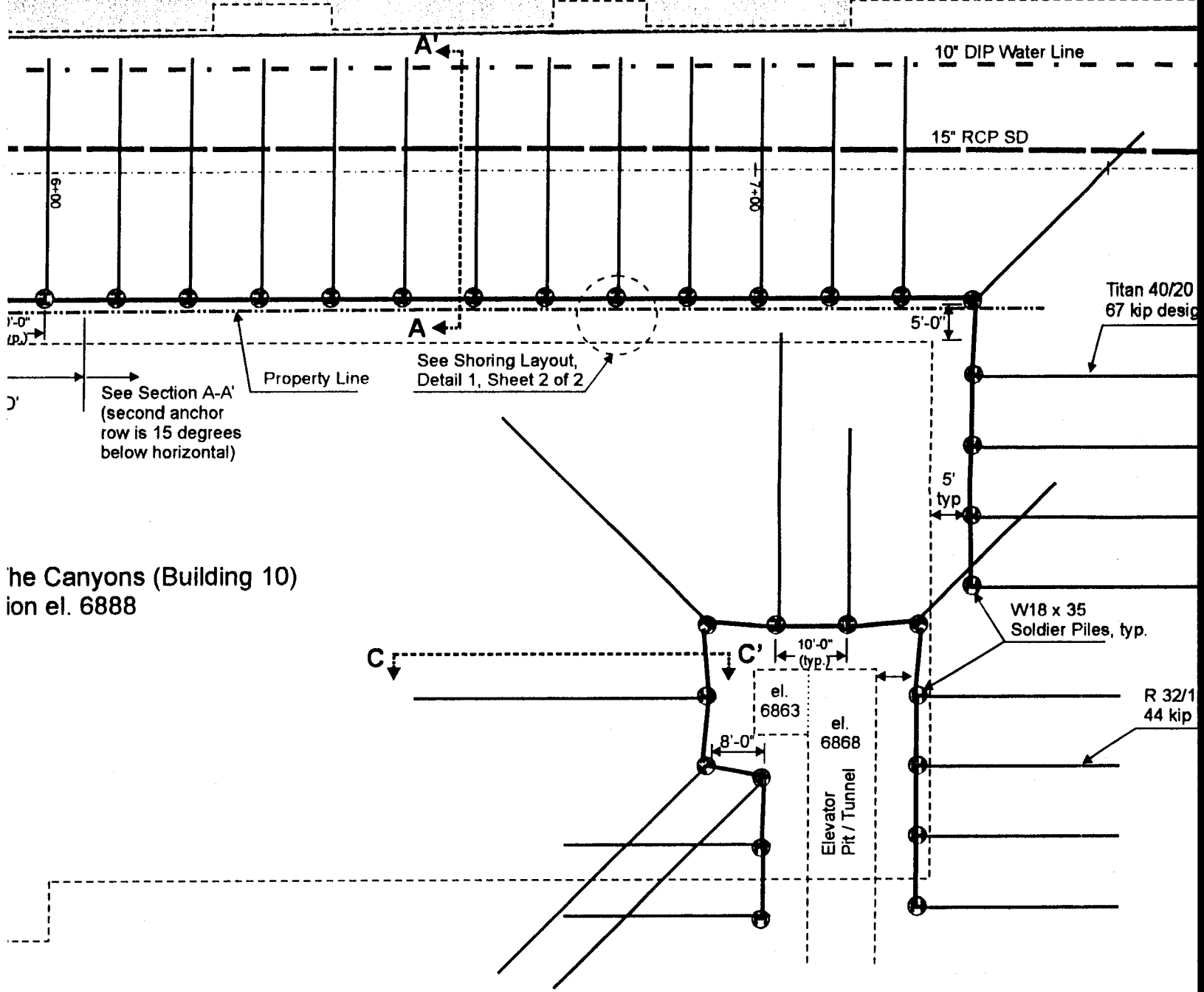


Plan View



Scale: 1" = 20'

Sundial Lodge



The Canyons (Building 10)
Foundation el. 6888

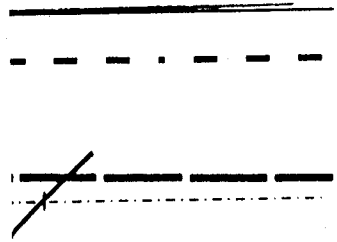
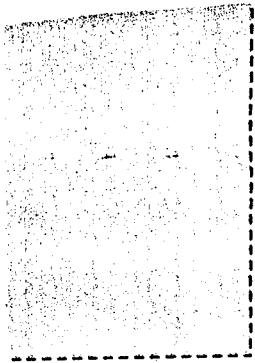
40
Scale: 1" = 20'

00590401 Br01374 Pg01130

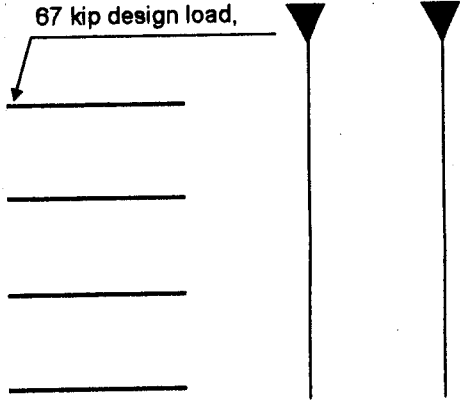
Wall

Wall

Wall

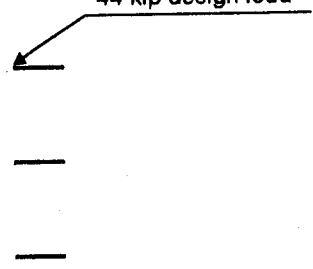


Titan 40/20 anchors,
67 kip design load,

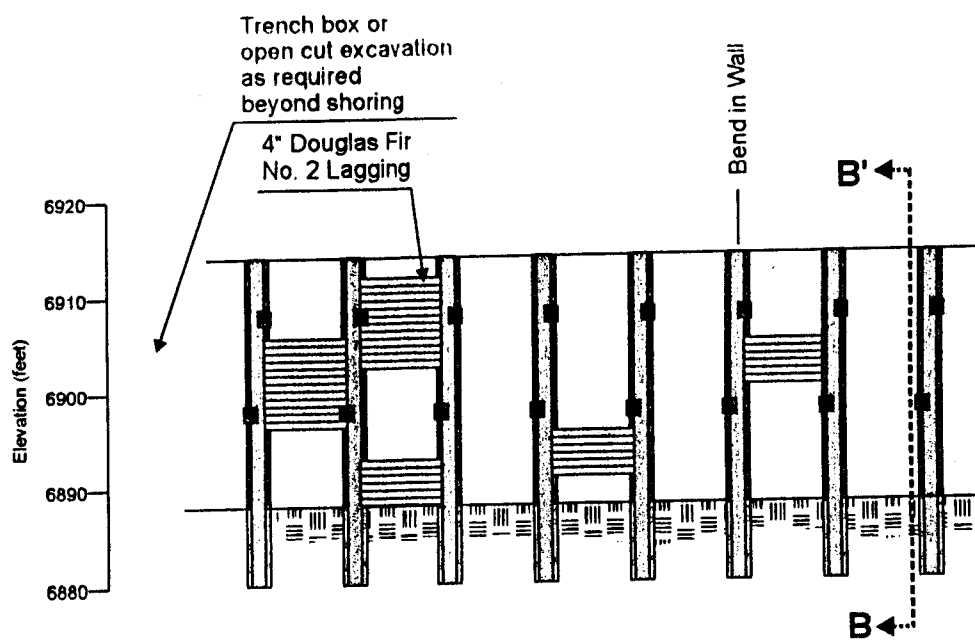


iles, typ.

R 32/15 anchors,
44 kip design load

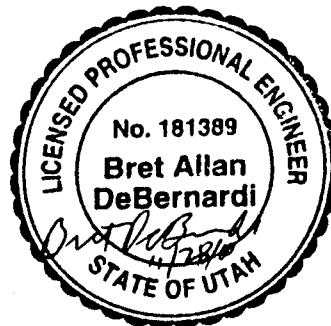
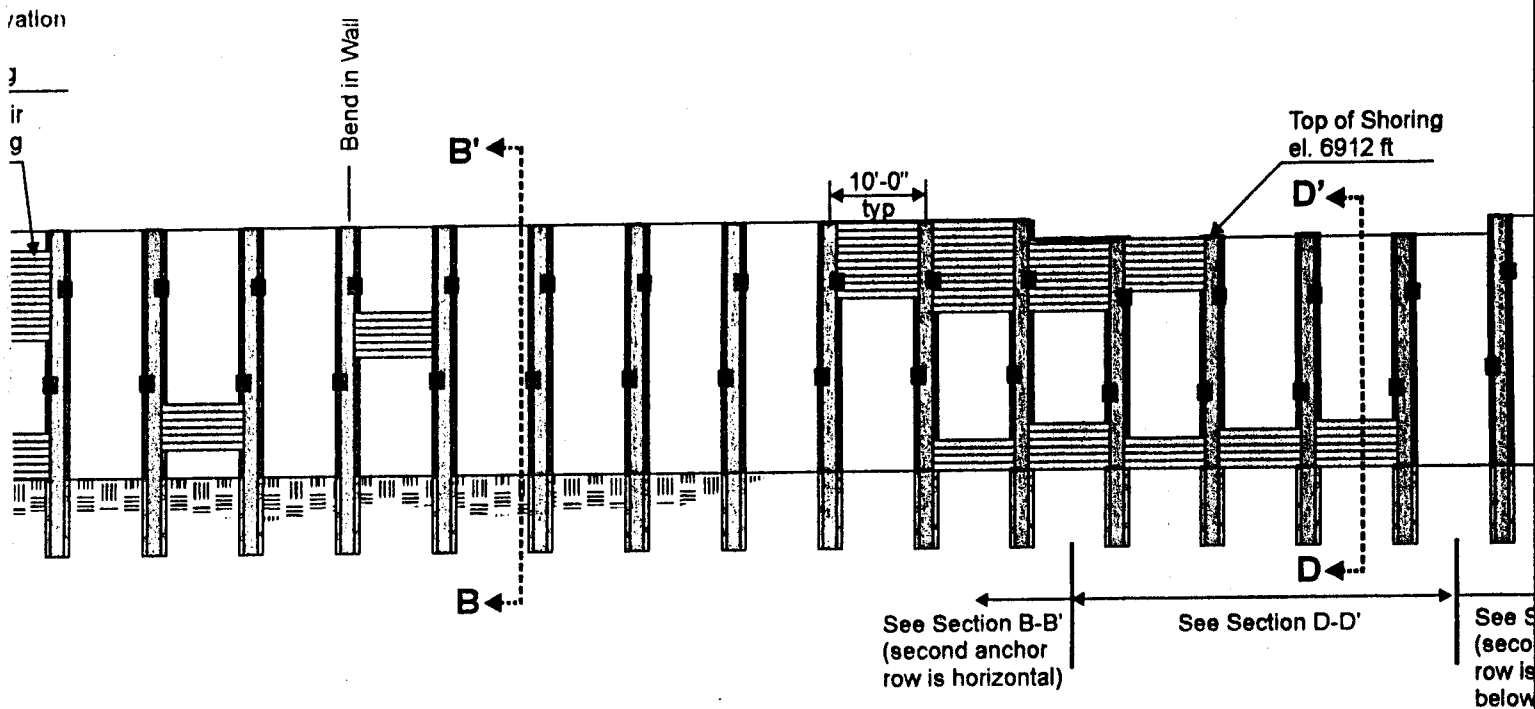


00590401 Bk01374 Pg01132



REV. NO.	DATE	BY	DESCRIPTION
1	10/5/00	BAD	Add Section D-D' and misc. Notes
2	11/3/00	BAD	Change shoring to temporary only, reduce anchor leng
3	11/28/00	BAD	Change anchor lengths to 35 feet

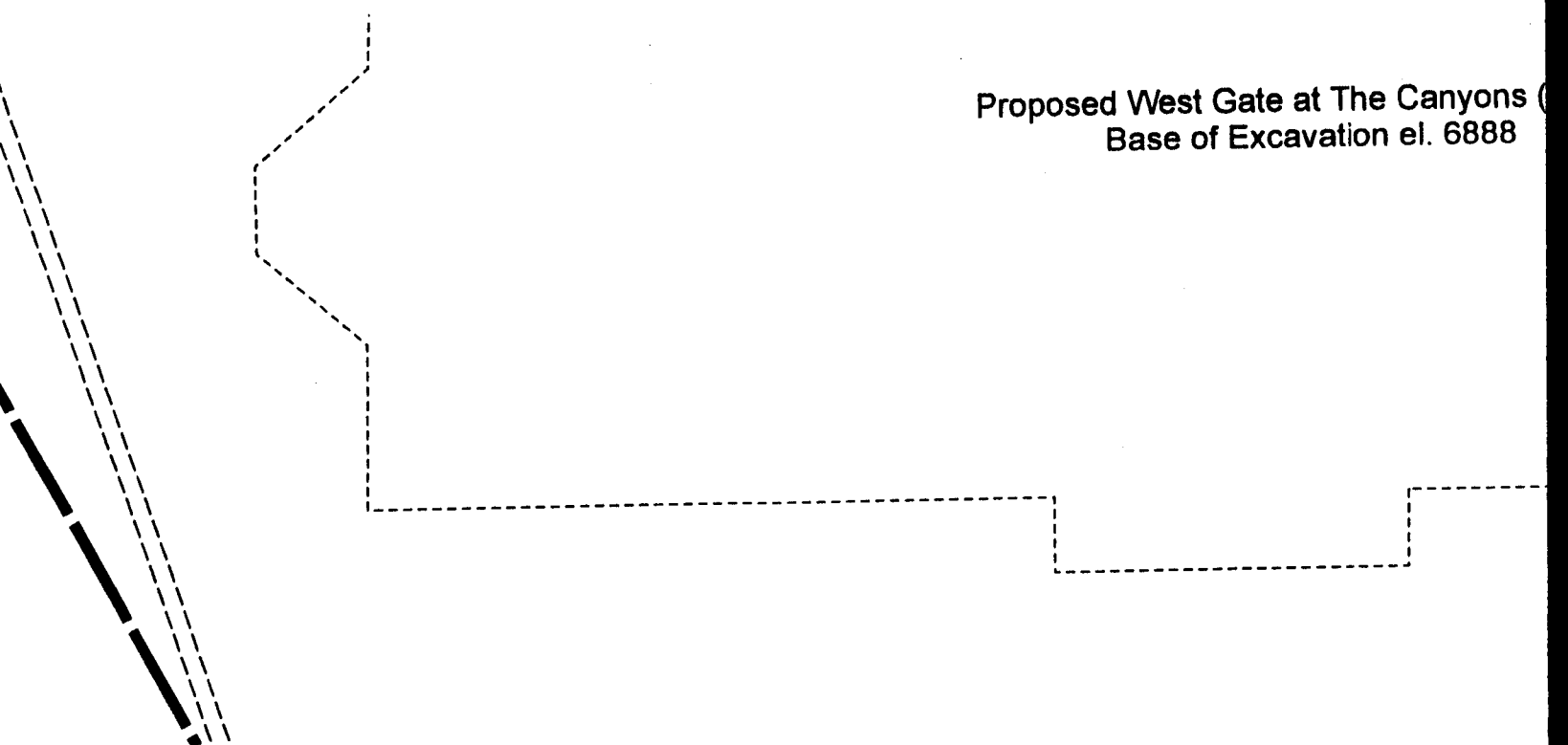
00590401 Bk01374 Pg01133



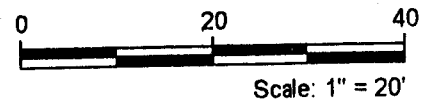
DESCRIPTION

Add Section D-D' and misc. Notes
Change shoring to temporary only, reduce anchor lengths
Change anchor lengths to 35 feet

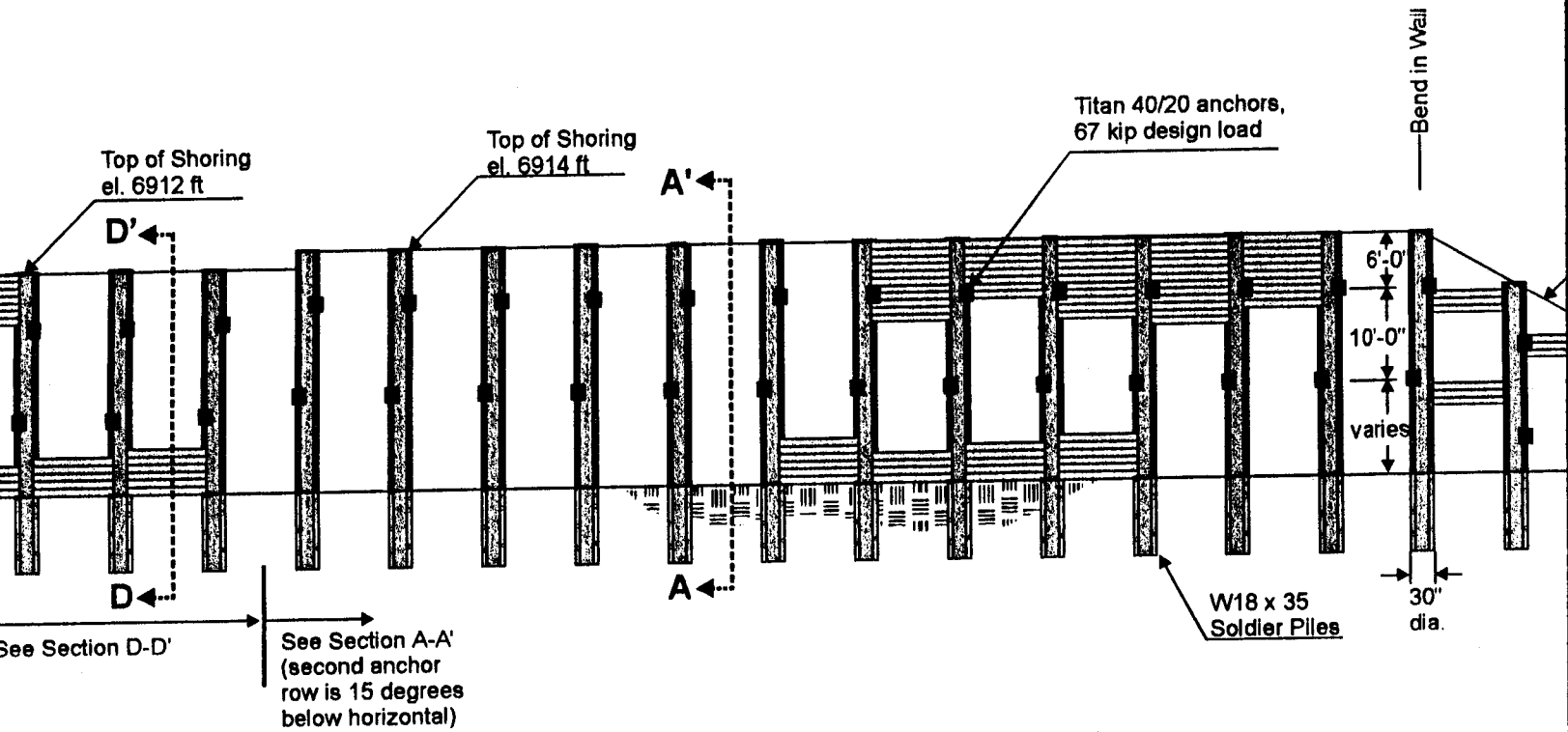
Proposed West Gate at The Canyons
Base of Excavation el. 6888



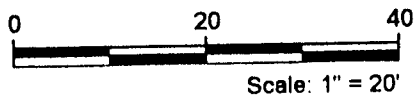
Plan View




00590401 Bk01374 Pg01134

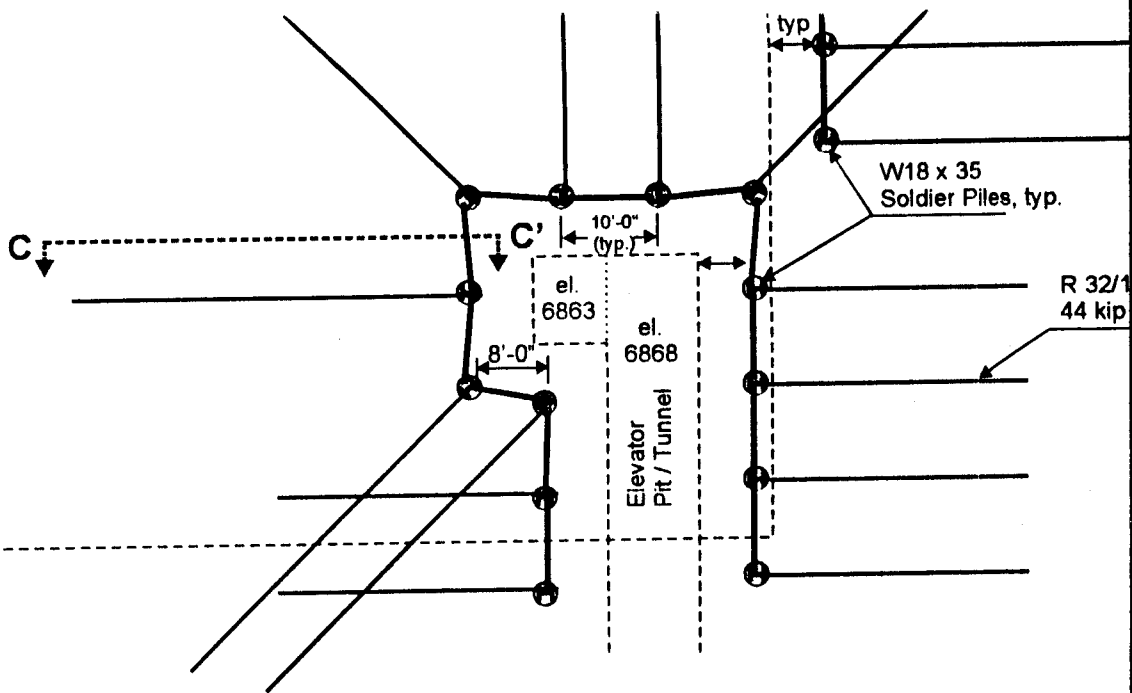


**Elevation View
(West and North Wall)**



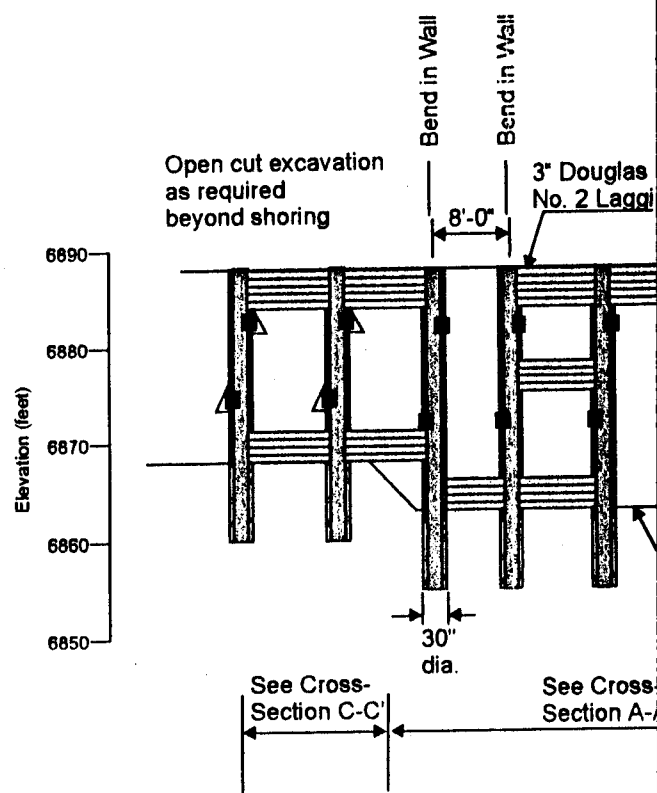
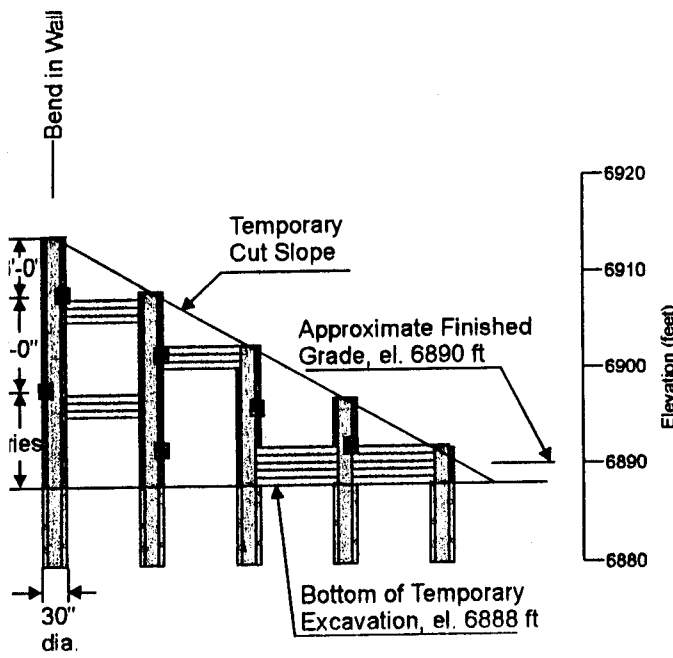
	DESIGN BY:	DRAWN BY:	DATE:	Shoring Contractor Becho, Inc Salt Lake City, Utah - (801) 973- designed by
	BAD	LAJ	Sept 22, 2000	
	CHKD. BY:	APPR. BY:	LATEST REVISION	GEOTECHNICAL DESIGN Salt Lake City, Utah (801) 562-10
	BAD	BAD	Nov. 28, 2000	
			SCALE:	
			as noted	

The Canyons (Building 10)
 elevation el. 6888



40
 Scale: 1" = 20'

00590401 BkD1374 Pg01135



- Legend
- Titan 40/20 Anchors
 - ▲ R 32/15 Anchors

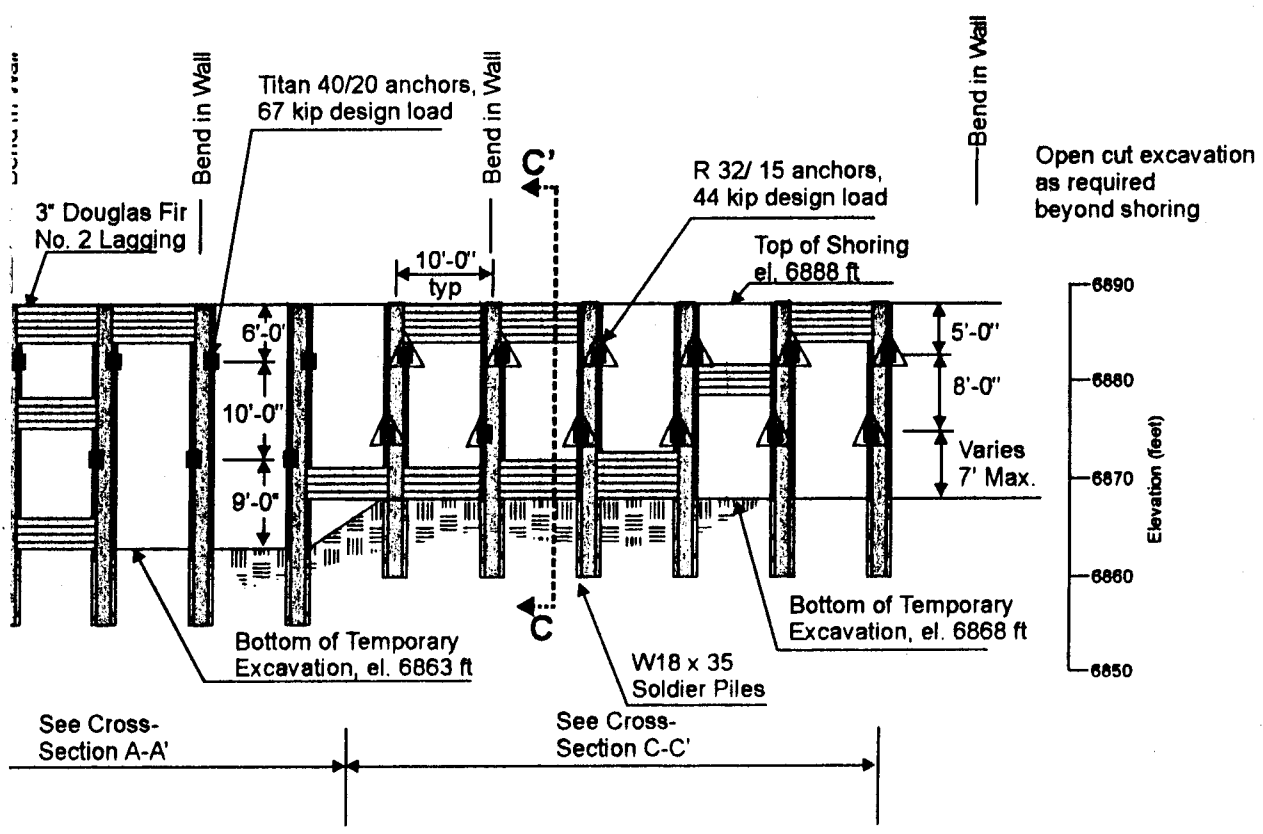
Engineering Contractor
 Becho, Inc
 Salt Lake City, Utah - (801) 973-2035
 designed by
 GEOTECHNICAL DESIGN SERVICES INC.
 Salt Lake City, Utah - (801) 562-1047 phone / 562-8702 fax

**Plan View and Elevation
 of Temporary Shoring
 at Westgate at The Canyons
 for Becho, Inc.**

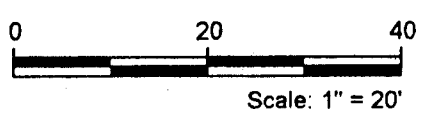
ies, typ.

R 32/15 anchors,
44 kip design load

00590401 Bk01374 P601136



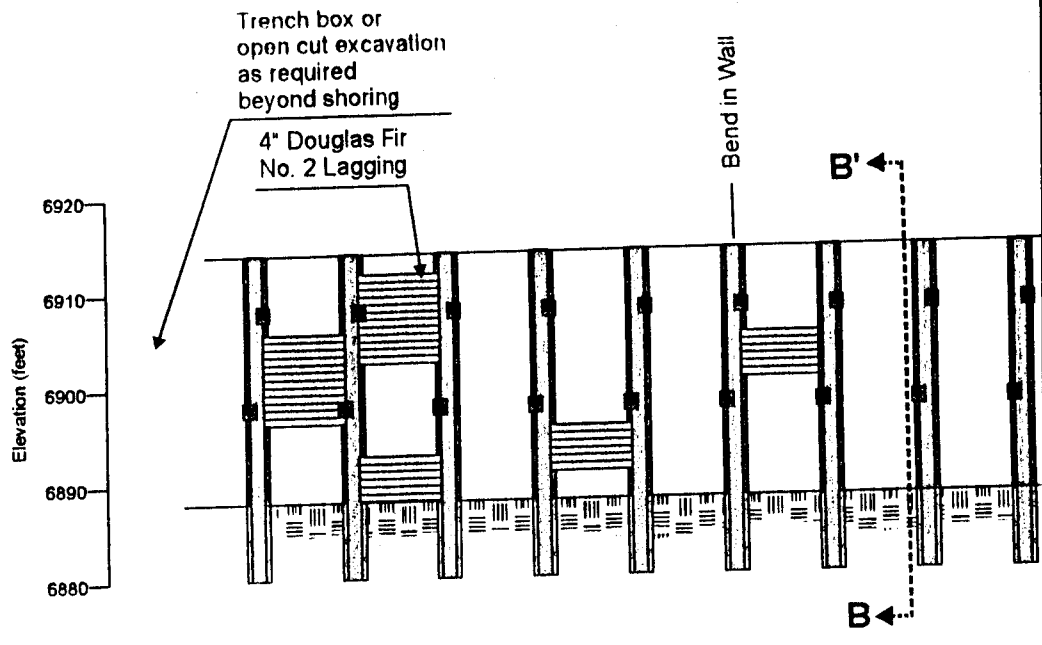
**Elevation View
(Elevator Tunnel / Pit Wall)**



and Elevation Views
Temporary Shoring
Canyons, Park City, Utah
Becho, Inc.

PROJECT NO:
012-00-61

SHEET NUMBER:



REV. NO.	DATE	BY	DESCRIPTION
1	10/5/00	BAD	Add Section D-D' and misc. Notes
2	11/3/00	BAD	Change shoring to temporary only, reduce anchor lengths
3	11/28/00	BAD	Change anchor lengths to 35 feet

ation

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Bend in Wall

B'

B

10'-0"
typ

Top of Shoring
el. 6912 ft

D'

D

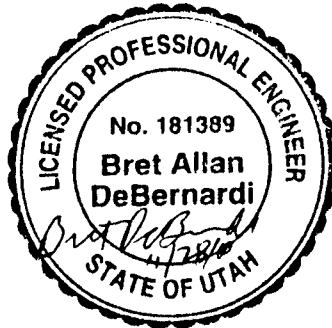
See Section B-B'
(second anchor
row is horizontal)

See Section D-D'

See Section A-A'
(second anchor
row is 15 deg
below horizon)

Elev
(West a

0



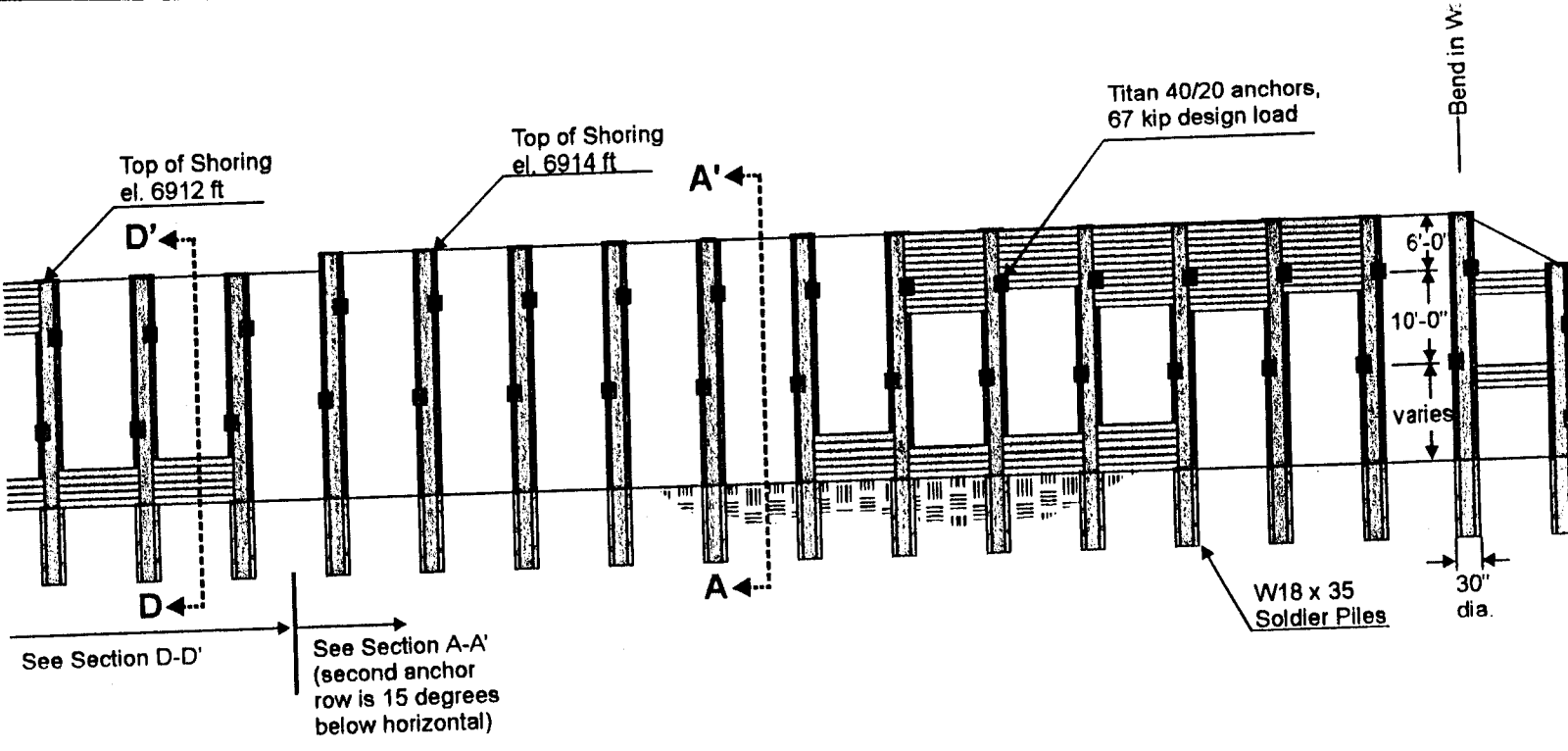
DESCRIPTION

Add Section D-D' and misc. Notes

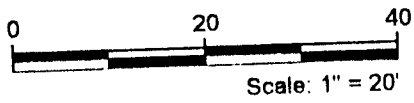
Change shoring to temporary only, reduce anchor lengths


Change anchor lengths to 35 feet

00590401 Bk01374 Pg01138

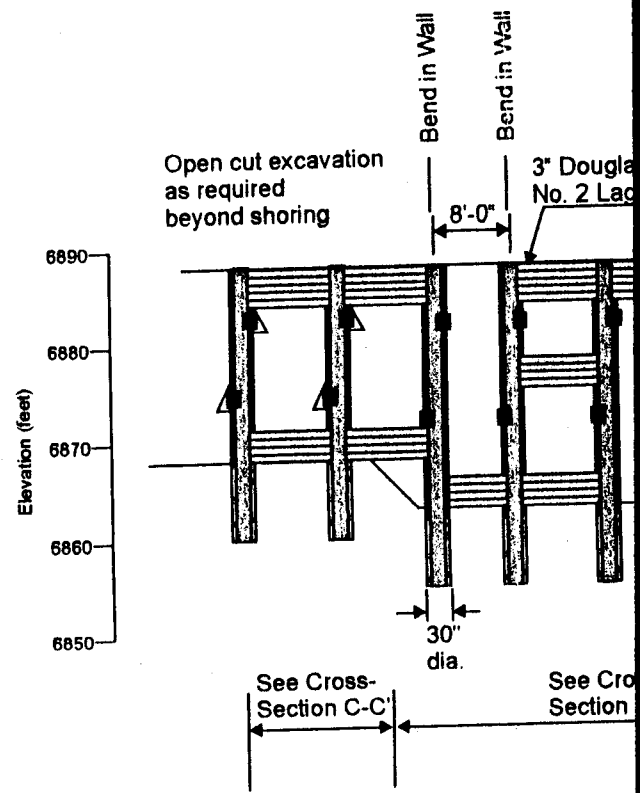
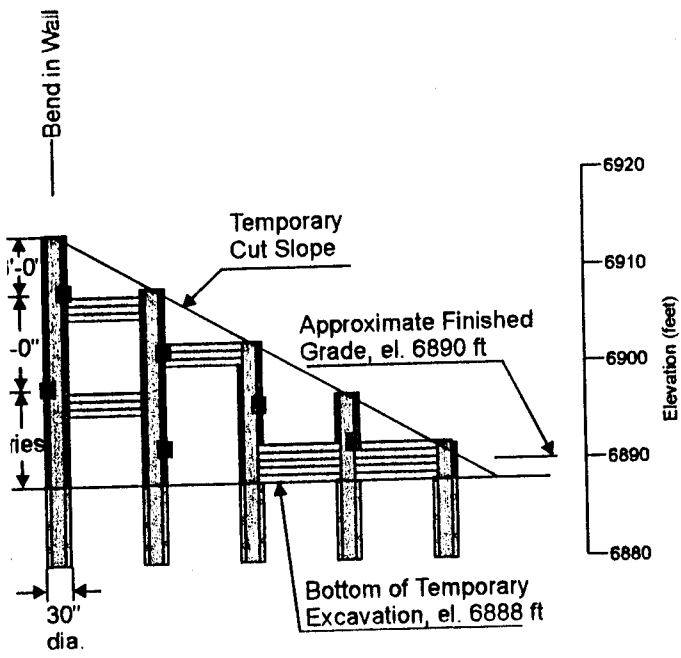


**Elevation View
(West and North Wall)**



			Shoring Contra	
			Becho, In	
			Salt Lake City, Utah - (80	
			de	
			GEOTECHNICAL DE	
			Salt Lake City, Utah (80	
DESIGN BY:	DRAWN BY:	DATE:		
BAD	LAJ	Sept 22, 2000		
CHKD. BY:	APPR. BY:	LATEST REVISION		
BAD	BAD	Nov. 28, 2000		
			SCALE:	
			as noted	

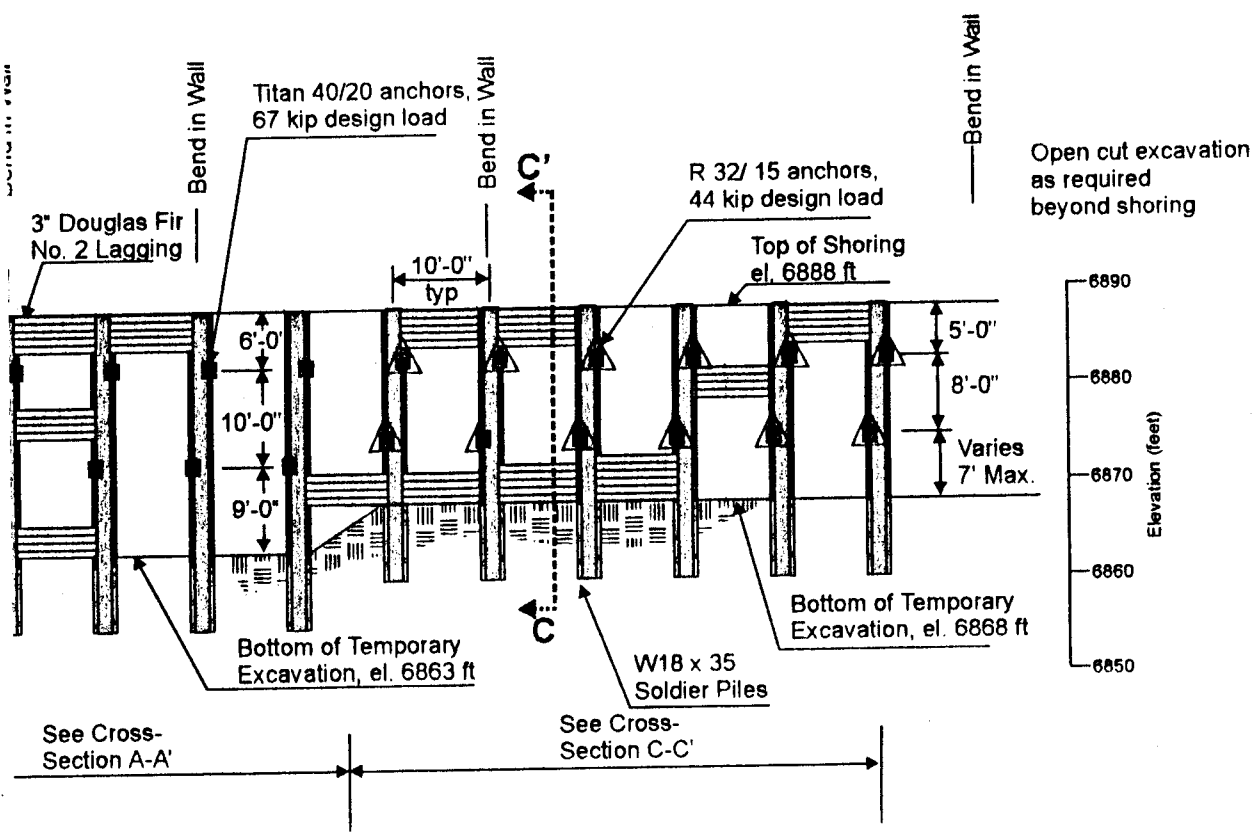
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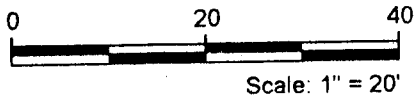
- Legend**
- Titan 40/20 Anchors
 - ▲ R 32/15 Anchors

Engineering Contractor
 [Company Name], Inc.
 [City], Utah - (801) 973-2035
 designed by
 GEOTECHNICAL DESIGN SERVICES INC.
 [City], Utah (801) 562-1047 phone / 562-8702 fax

**Plan View and Elevation
 of Temporary
 Excavation at The Canyon
 for Bechtel**



**Elevation View
(Elevator Tunnel / Pit Wall)**



**and Elevation Views
Temporary Shoring
Canyons, Park City, Utah
Becho, Inc.**

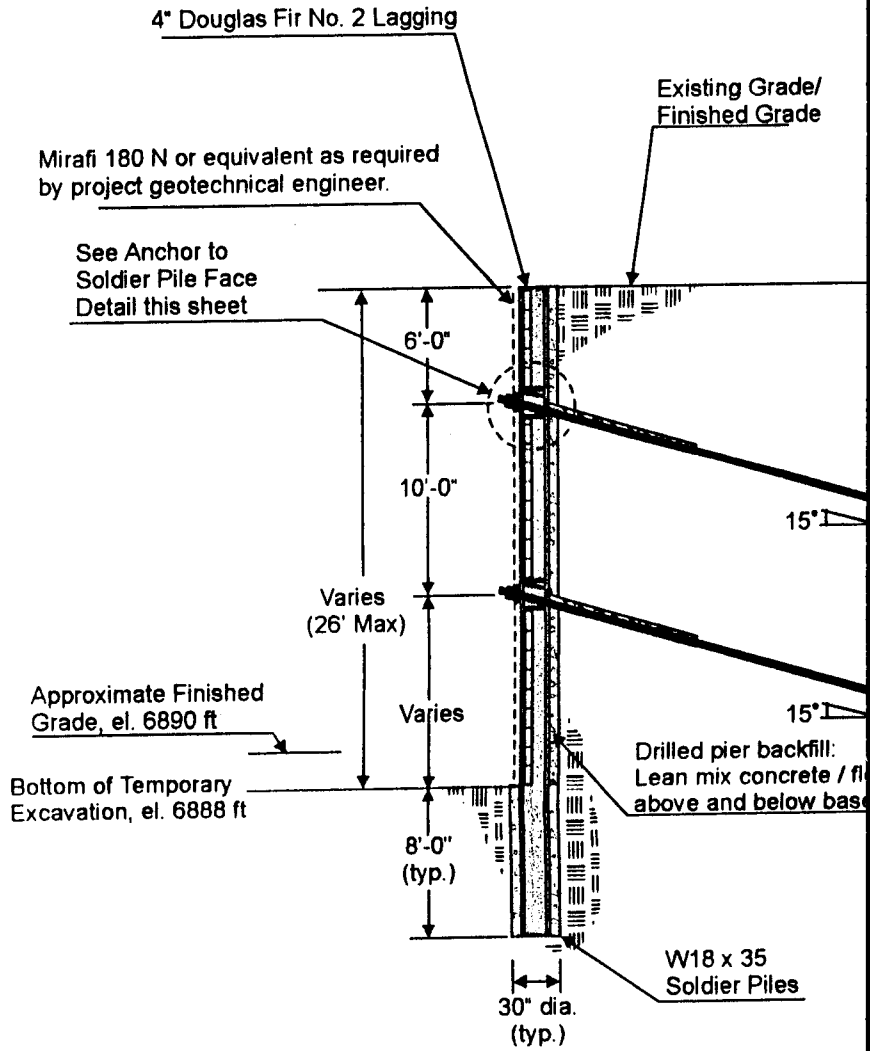
PROJECT NO:
012-00-61

SHEET NUMBER:

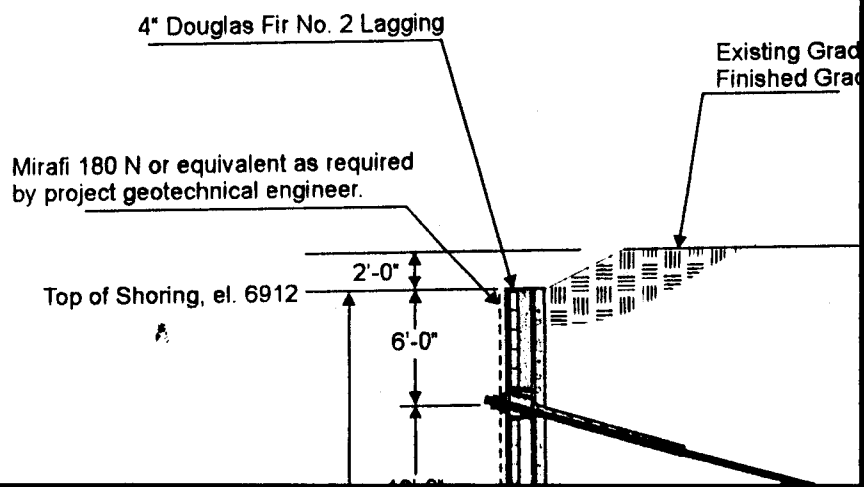
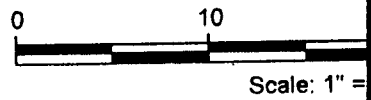
1 of 2

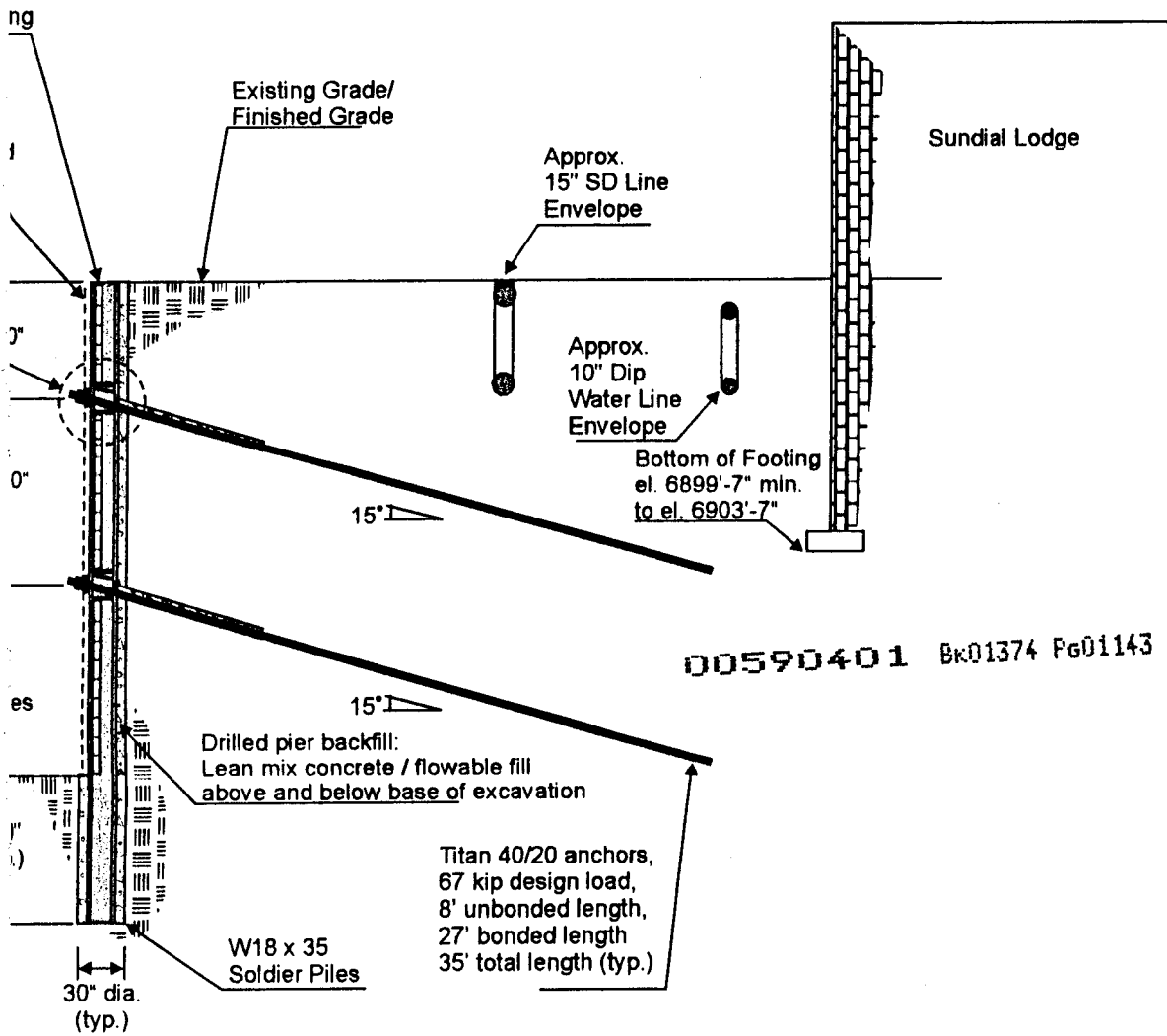
BK 1374 pg 1141

00590401 Bk01374 Pg01142

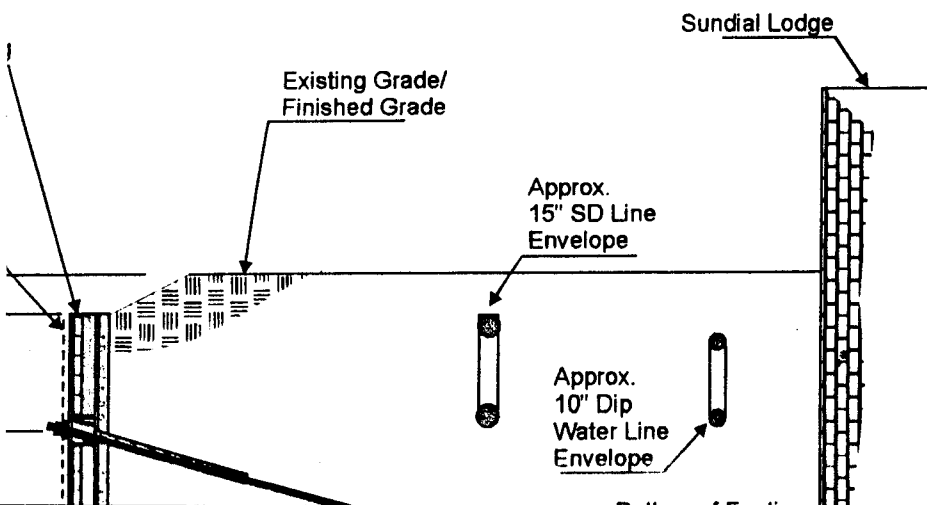
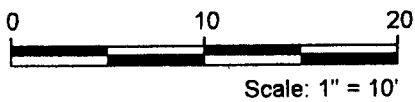


**Cross-Section A-A
(North Wall and Northern Portion)**

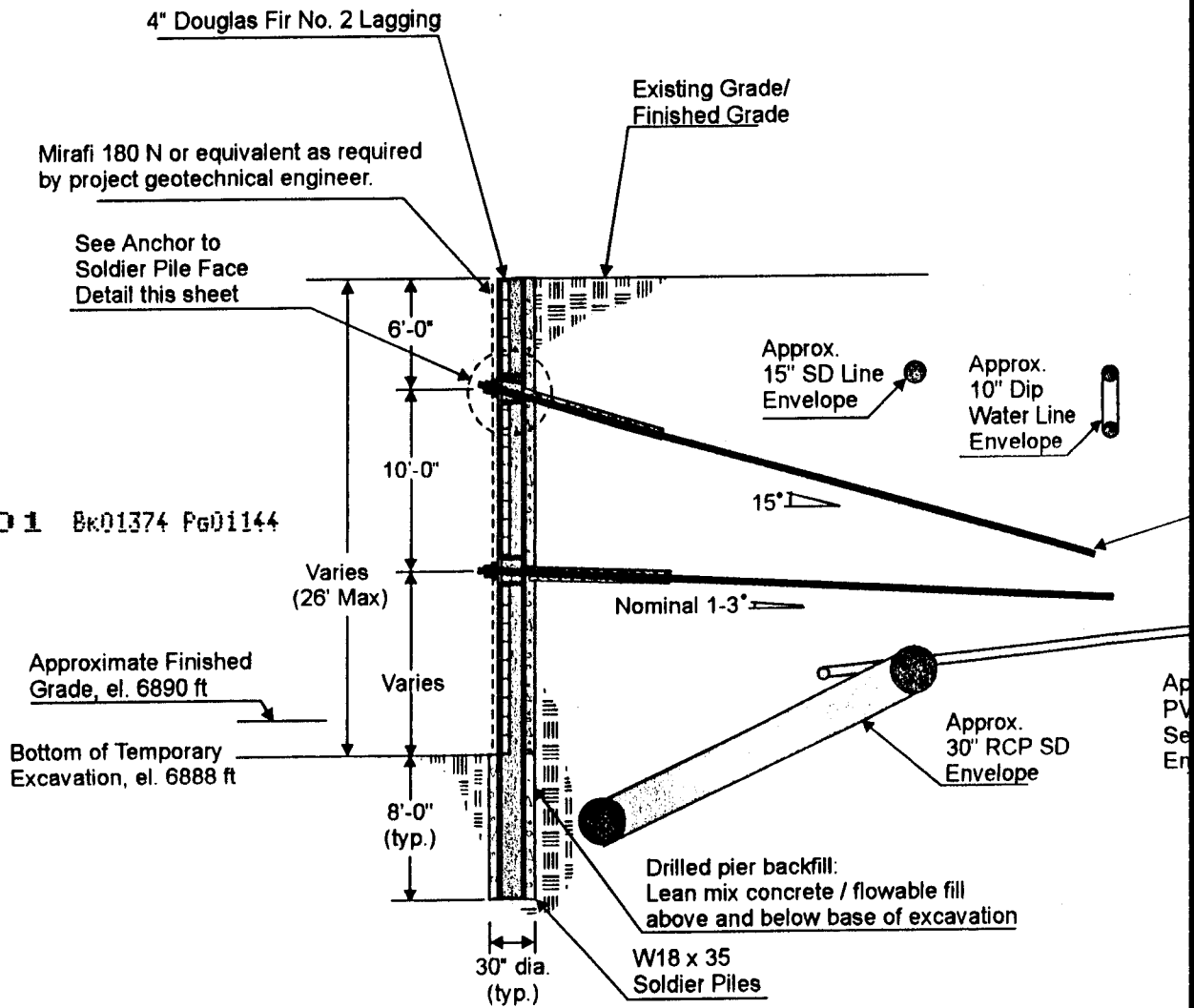




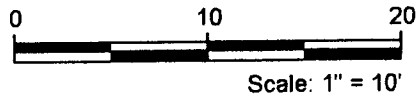
**Cross-Section A-A'
Wall and Northern Portion of West Wall)**



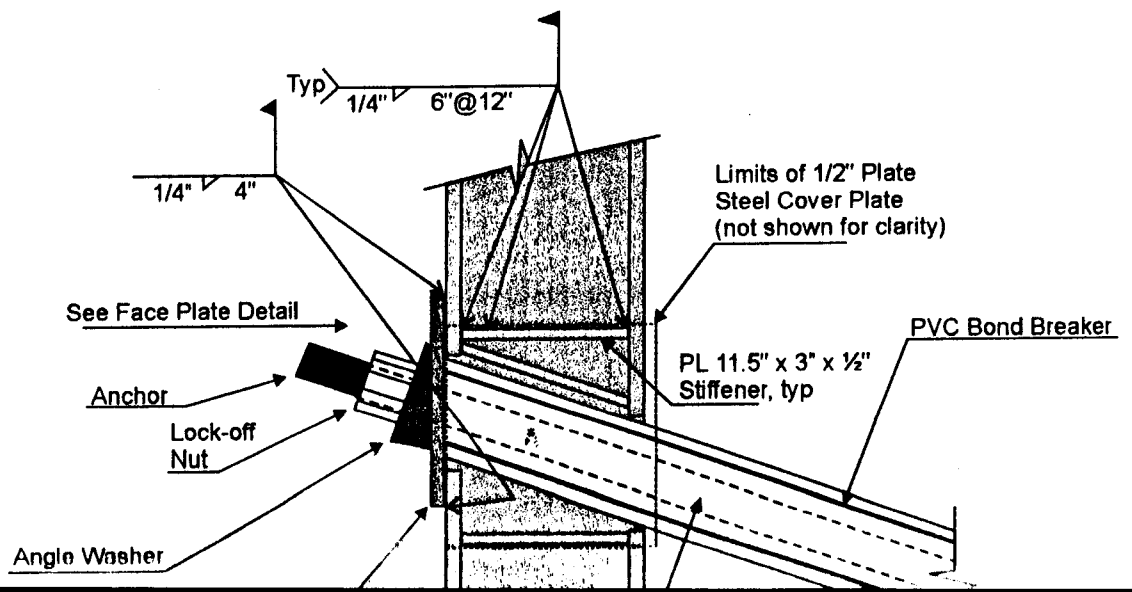
00590401 Bk01374 Pg01144



Cross-Section B-B'
(Southern Portion of West Wall)



~~00590401 Bk01374 Pg01149~~



Mirafi 180 N or equivalent as required by project geotechnical engineer.

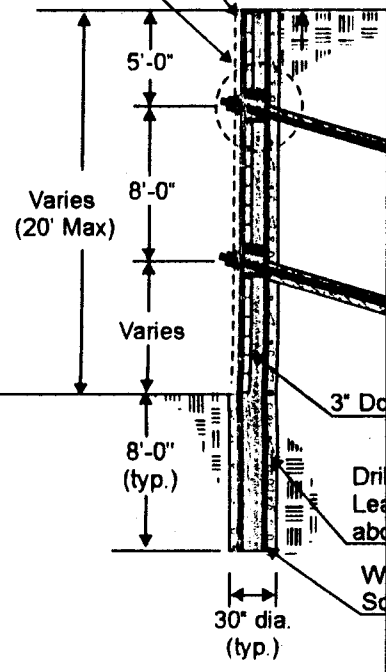
See Anchor to Soldier Pile Face Detail this sheet

Titan 40/20 anchors, 67 kip design load, 8' unbonded length, 27' bonded length 35' total length (typ.)

Approx. PVC Sewer Envelope

00590401 Bk01374 Pg01145

Bottom of Temporary Excavation, el. 6868 ft



Cross-Section (Elevator Tu



Construction Sequence

1. Drill and install all soldier piling to the required depth, from existing grade. Backfill pier with lean mix concrete or flowable fill.
2. Begin excavation. Install lagging. Maximum height of soil exposed prior to lagging placement dictated by

General Notes

1. All layout data and location in "Shoring Easement Plans" b
2. All concrete placed in drilled consist of lean mix concrete
3. Anchors to be R 32/15 or T Cement Type III and have

Existing Grade
Elevation 6888 ft

R 32/15 anchors,
44 kip design load
8' unbonded length,
22' bonded length
30' total length (typ.)

15°

00590401 Bk01374 Pg01146

3" Douglas Fir No. 2 Lagging

Drilled pier backfill:
Lean mix concrete / flowable fill
above and below base of excavation

W18 x 35
Soldier Piles

7" dia.
(typ.)

**ss-Section C-C'
(Elevator Tunnel)**



Scale: 1" = 10'

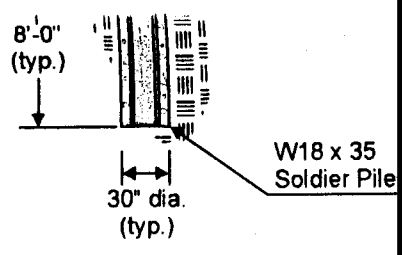
~~00590401 Bk01374 Pg01146~~

es

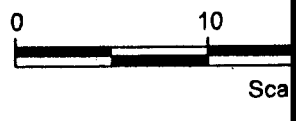
and location information provided by Wadman Construction and
ment Plans" by Stantec dated 9/11/00.

aced in drilled piers placed above and below the excavation base to
mix concrete or flowable fill with a minimum 28 day strength of 200 psi

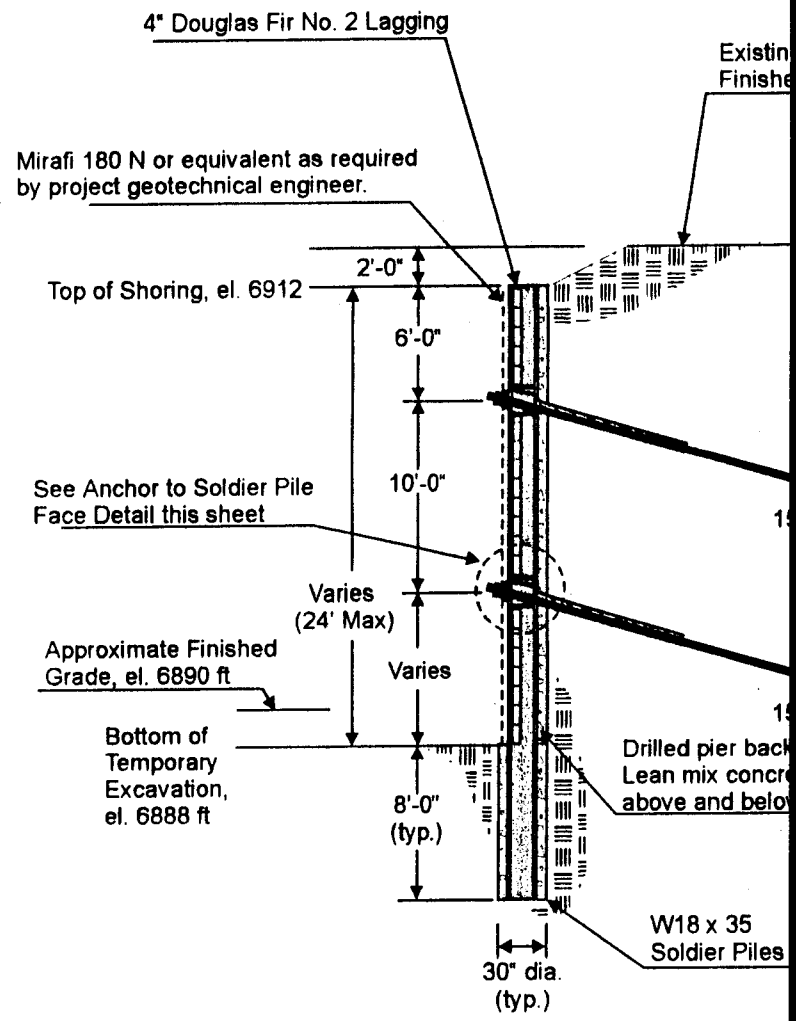
R 32/15 or Titan 40/20 self grouting anchors. Grout to be Portland



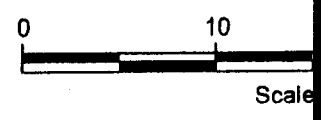
**Cross-Section
(North Wall and Northern Portion)**



00590401 Br01374 Pg01147

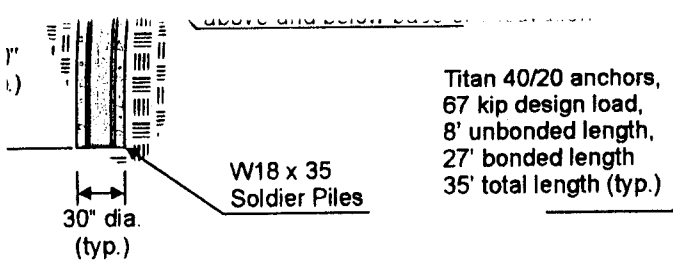


**Cross-Section
(West Wall, Southern Portion)**

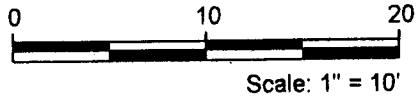


~~00590401 Br01374 Pg01147~~

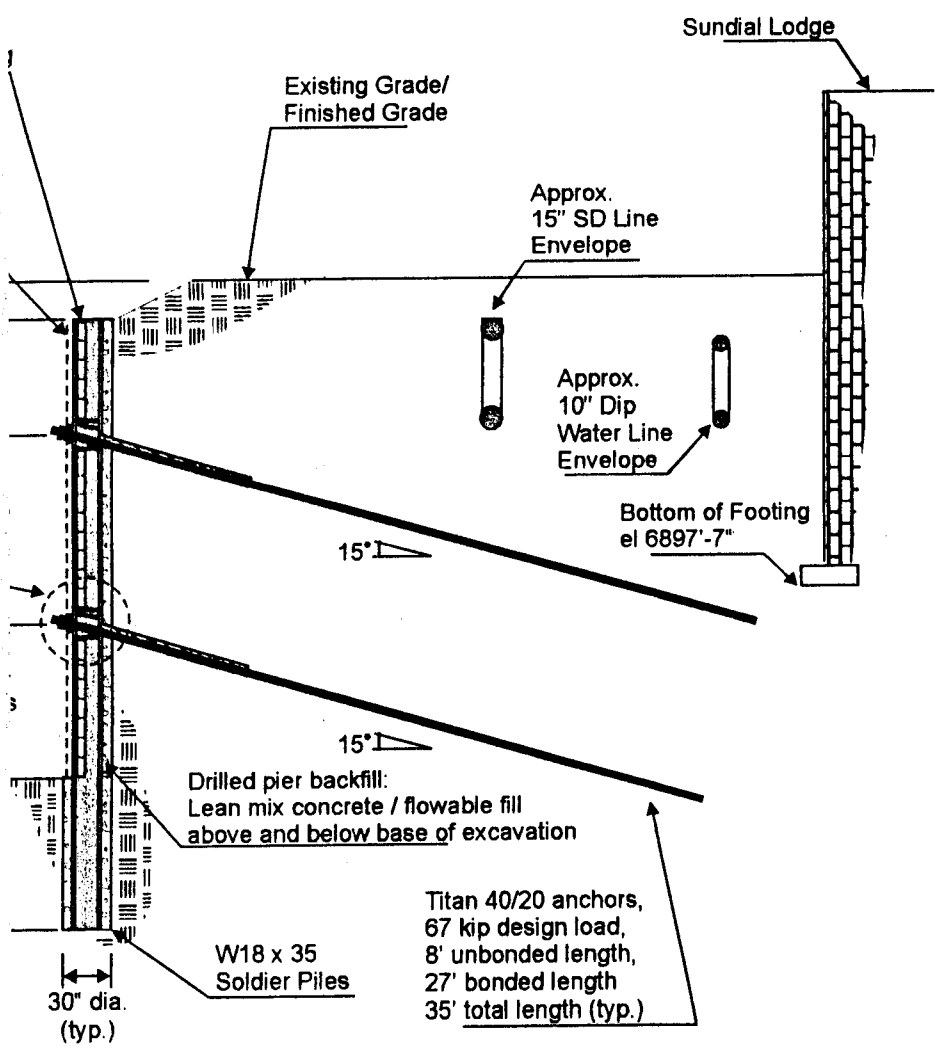
REV. NO.	DATE	BY	DESCRIPTION
1	10/5/00	BAD	Add Section D-D' and misc. Notes



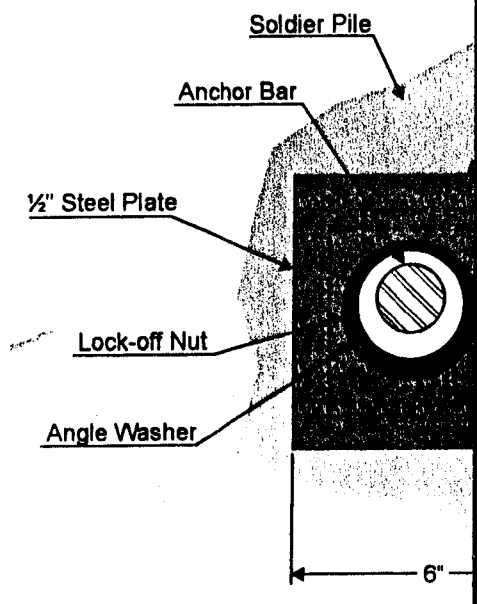
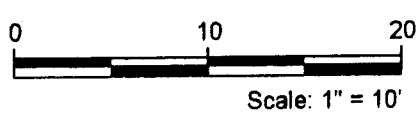
Cross-Section A-A'
Wall and Northern Portion of West Wall



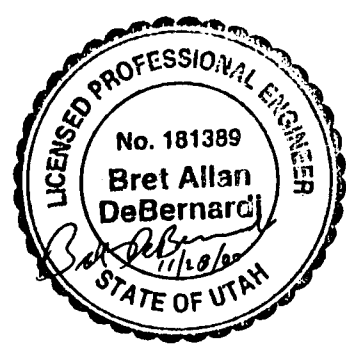
00590401 Bk01374 Pg01148



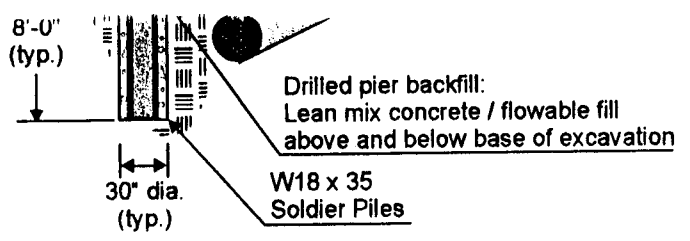
Cross-Section D-D'
Wall, Southern Portion of Sundial Lodge



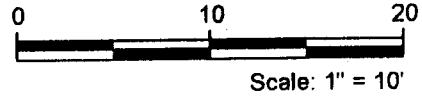
Face Plate for Anc



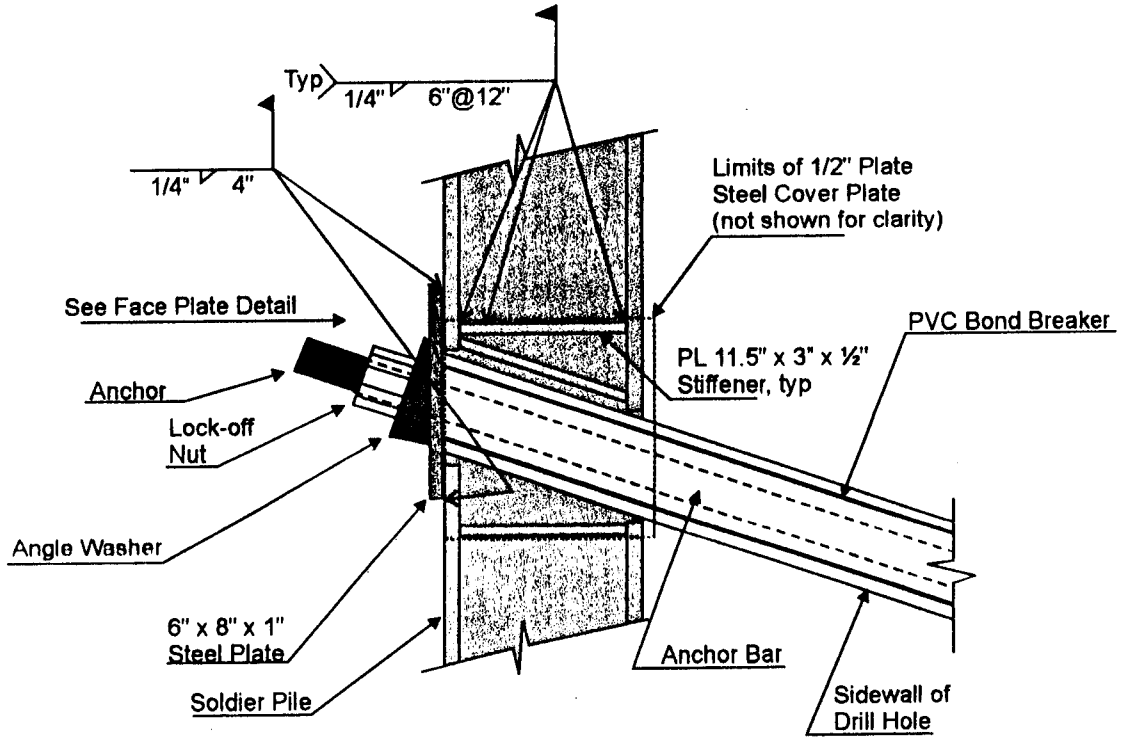
~~00590401 Bk01374 Pg01148~~



**Cross-Section B-B'
 (Southern Portion of West Wall)**

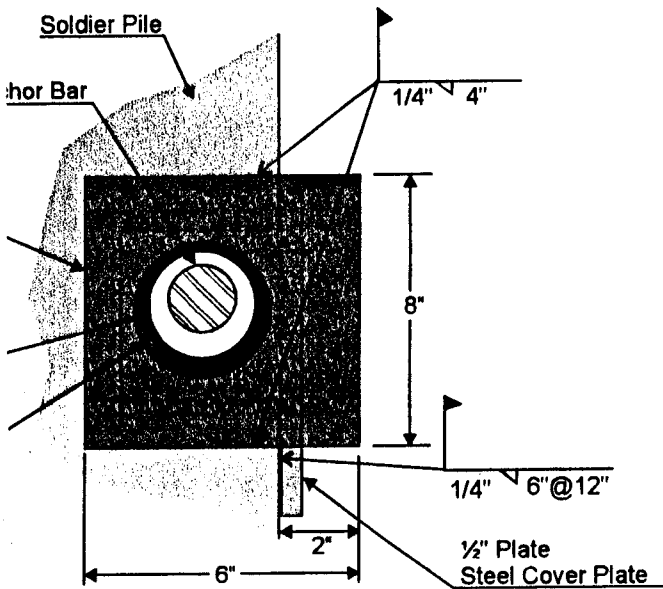


00590401 BR01374 Pg01149



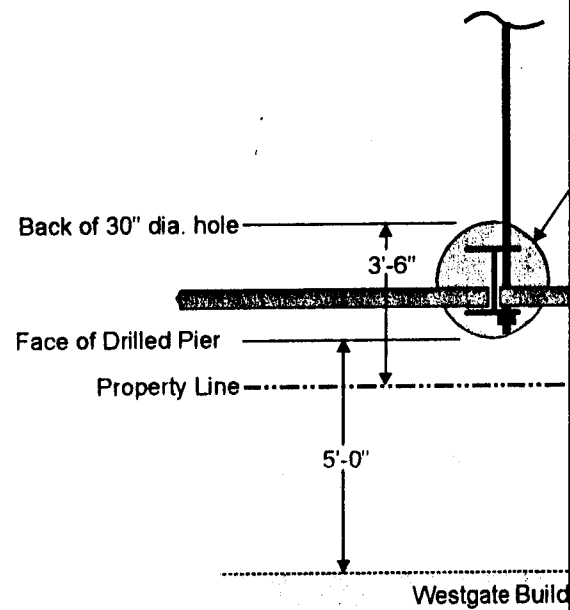
**Anchor to Soldier Pile
 Face Detail**

nts



1/2" Plate for Anchors Detail

nts



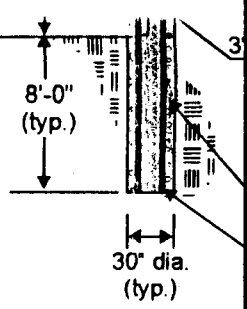
**Detail 1
 Shoring Layout**

~~00590401 BR01374 Pg01154~~

DESIGN BY:	DRAWN BY:	DATE:
BAD	LAL	Sept 22, 2000

**Shoring Contractor
 Becho, Inc**

Bottom of Temporary
Excavation, el. 6868 ft



**Cross-Section
(Elevator**



00590401 Bk01374 Pg01150

Construction Sequence

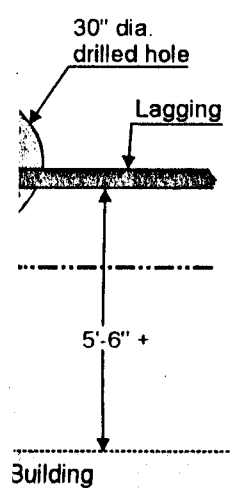
1. Drill and install all soldier piling to the required depth, from existing grade. Backfill pier with lean mix concrete or flowable fill.
2. Begin excavation. Install lagging. Maximum height of soil exposed prior to lagging placement dictated by consistency of site soils, but no more than 4 feet. Grout behind lagging with flowable fill / lean mix concrete.
3. Excavate to a depth not to exceed 1 feet below the level of the tiebacks, for tieback installation.
4. Install all tiebacks to the required depth, allowing a minimum of three days to complete curing.
5. Following 3-day cure, all tiebacks to be proof tested to the following load and held for 10 minutes. Movement measured between 1 and 10 minutes must be less than 0.04 inches. Passing anchors should be locked off as shown below.

General Notes

1. All layout data and location to be shown on "Shoring Easement Plans".
2. All concrete placed in drilled holes shall consist of lean mix concrete.
3. Anchors to be R 32/15 or Titan 40/20 Cement Type III and have a maximum cement ratio not to exceed 1:1. Anchors to use 4" clay pipe caps may be used. Anchors shall be installed to achieve better quality bond.
4. Weep holes and filter fabric shall be installed as per engineer. These items are to be shown on layout.
5. Conflicts between these plans and other plans by Geotechnical Design shall be resolved by the engineer.
6. All welds to be with E70XX (AWS) "Structural Welding Code for Steel".
7. All plate steel and structural members shall be according to AISC Standards.
8. Excavation to be inspected by engineer. Additional bracing may be installed, or additional bracing or alterations may be required.
9. All utilities and other subsurface conditions to be shown by General Contractor prior to excavation.
10. Soils have been assumed to be as shown. Tieback lengths may be reduced or increased as required by conditions by GDS.
11. Pile embedments shown shall be to the base of excavation, as shown on layout.
12. Contractor is responsible for all shoring. Variations from the layout shall be approved with the express written consent of the engineer in the field made without this contract.

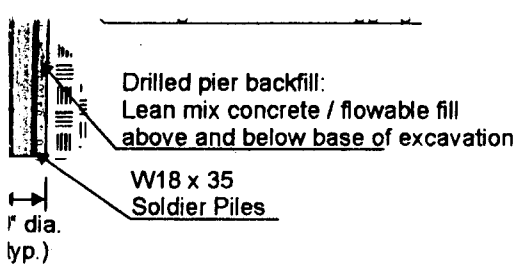
Anchor	Design Load (kips)	Proof Test Load (kips)	Lock Off Load (kips)
R 32/15	44	50	30
Titan 40/20	67	80	45

6. Following completion of all testing and anchor lock-off, excavation may be completed to next anchor level as required. Following second level tieback installation, curing, testing as noted above, the excavation may be completed in increments to full depth with lagging placement as noted above. Under no circumstances is the excavation to proceed below the level allowed for tieback placement until all anchors are satisfactorily tested and lock-off.

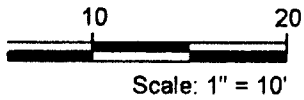


out
nts

~~00590401 Bk01374 Pg01150~~



**ss-Section C-C'
(Elevator Tunnel)**



00590401 Bk01374 Pg01151

ES

and location information provided by Wadman Construction and
"Shoring and Shoring Plans" by Stantec dated 9/11/00.

placed in drilled piers placed above and below the excavation base to
lean mix concrete or flowable fill with a minimum 28 day strength of 200 psi.

Use R 32/15 or Titan 40/20 self grouting anchors. Grout to be Portland
Cement Mortar and have a minimum 28-day strength of 3,000 psi and a water-
cement ratio not to exceed 0.4. Grout to be placed under 800 psi pressure at the pump.
Use 4" clay bits unless rock is visibly encountered where standard rock bits
are used. Anchors are to be worked in and out of the hole a minimum of 10 times to
ensure quality bond.

and filter fabric may be installed by others as required by project geotechnical
engineer. These items are not part of the temporary shoring package.

When these plans and the general project plans to be resolved
by the Design Services, Inc., whose decision shall be final.

Welding shall be with E70XX electrodes, in conformance with American Welding Society
"Structural Welding Code", AWS D1.1.

and structural steel to be A36 mild steel, or better, and shall be detailed
to AISC Standards.

Shoring shall be inspected by design engineer, during installation. Additional
shoring may be installed, at engineer's discretion. Field decisions to install
shoring or alter planned bracing shall be made by GDS Inc.

Identify other subsurface structures to be identified and field verified
by contractor prior to shoring installation.

Shoring shall be assumed for full height of shoring. If bedrock is encountered,
embedment may be reduced based upon field observations of the subsurface
by GDS.

Embedments shown (8 feet) are for soil conditions, if bedrock is encountered at or above
excavation, a minimum embedment of 5 feet is required.

Contractor is responsible for construction of the shoring as detailed on these plans.
Changes in the layouts and details as shown hereon may not be made except with
the written consent of the design engineer (GDS). Changes made in the
shoring without this consent shall be done solely at the risk of the contractor.

See Anchor to Soldier Pile
Face Detail this sheet

Approximate Finished
Grade, el. 6890 ft

Bottom of
Temporary
Excavation,
el. 6888 ft

Varies
(24' Max)

Varies

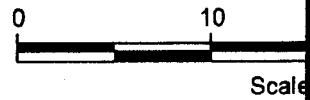
8'-0"
(typ.)

W18 x 35
Soldier Piles

Drilled pier back
Lean mix concr
above and below

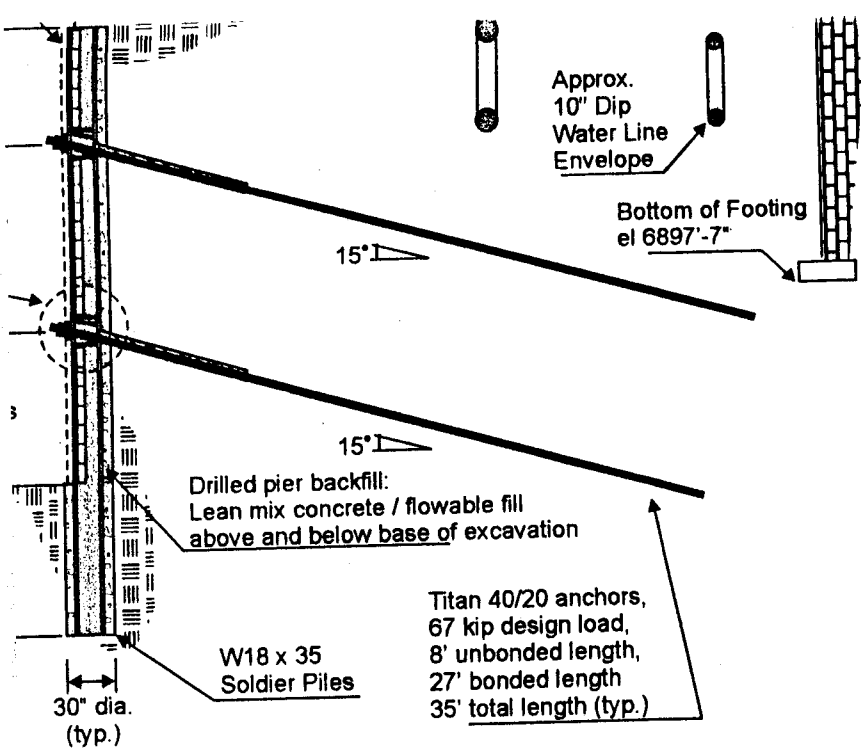
10'-0"

**Cross-Section
(West Wall, Southern Portion)**

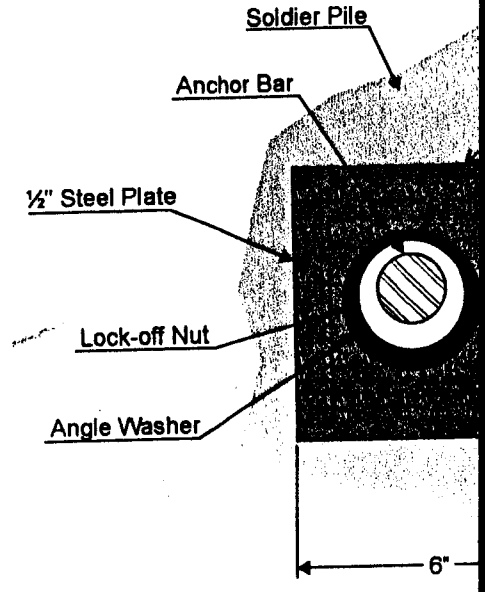
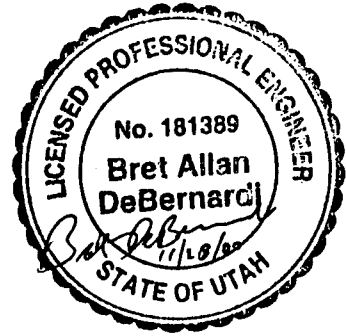
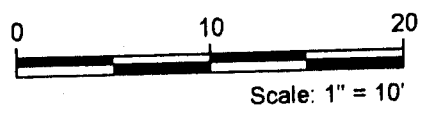


00590401 Bk01374 Pg01152

REV. NO.	DATE	BY	DESCRIPTION
1	10/5/00	BAD	Add Section D-D' and misc. Notes
2	11/3/00	BAD	Change shoring to temporary only, reduce anch
3	11/28/00	BAD	Change anchor lengths to 35 feet



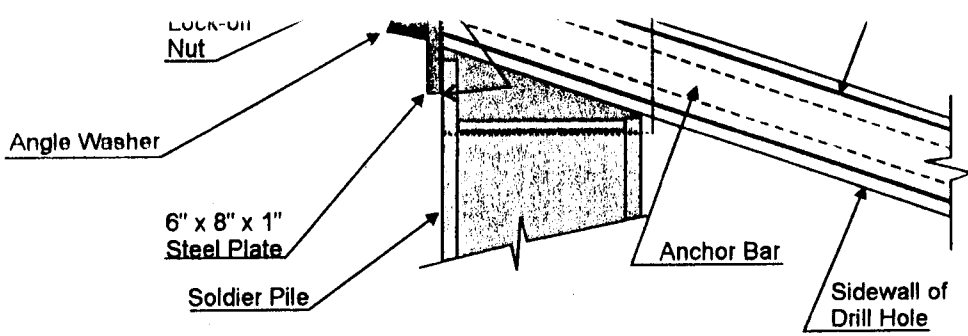
**Cross-Section D-D'
all, Southern Portion of Sundial Lodge)**



Face Plate for Anchor

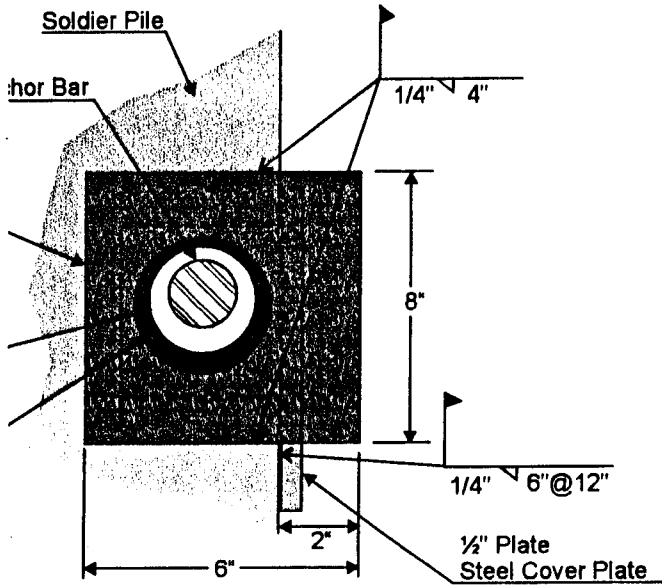
00590401 Br01374 Pg01153

D' and misc. Notes
) to temporary only, reduce anchor lengths
 lengths to 35 feet



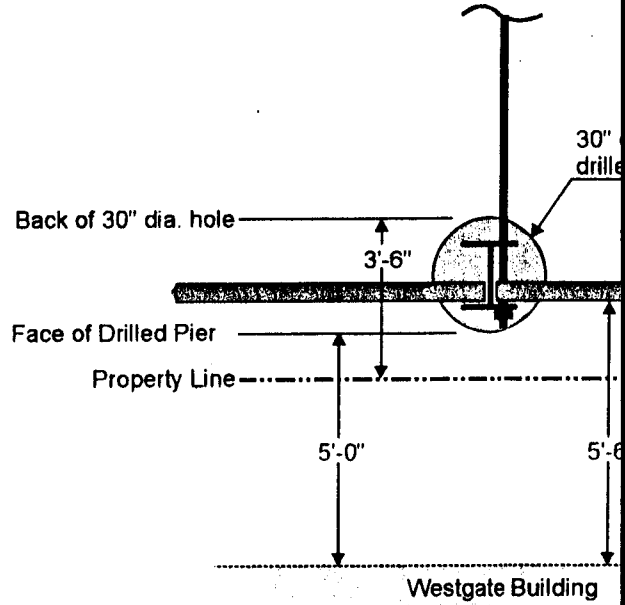
**Anchor to Soldier Pile
Face Detail**

nts




Steel Plate for Anchors Detail

nts



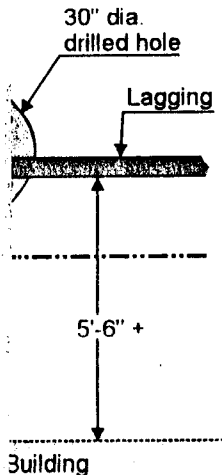
**Detail 1
Shoring Layout**

00590401 Bk01374 Pg01154

	DESIGN BY:	DRAWN BY:	DATE:	Shoring Contractor Becho, Inc Salt Lake City, Utah - (801) 973-2035 designed by GEOTECHNICAL DESIGN SERVICES INC. Salt Lake City, Utah (801)562-1047 phone/562-8702 fax
	BAD	LAJ	Sept 22, 2000	
	CHKD. BY:	APPR. BY:	LATEST REVISION:	
	BAD	BAD	Nov. 28, 2000	
	SCALE:			
	as noted			

1. Drill and install all soldier piling to the required depth, from existing grade. Backfill pier with lean mix concrete or flowable fill.
2. Begin excavation. Install lagging. Maximum height of soil exposed prior to lagging placement dictated by consistency of site soils, but no more than 4 feet. Grout behind lagging with flowable fill / lean mix concrete.
3. Excavate to a depth not to exceed 1 feet below the level of the tiebacks, for tieback installation.
4. Install all tiebacks to the required depth, allowing a minimum of three days to complete curing.
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Anchor	Design Load (kips)	Proof Test Load (kips)	Lock Off Load (kips)
R 32/15	44	50	30
Titan 40/20	67	80	45



6. Following completion of all testing and anchor lock-off, excavation may be completed to next anchor level as required. Following second level tieback installation, curing, testing as noted above, the excavation may be completed in increments to full depth with lagging placement as noted above. **Under no circumstances is the excavation to proceed below the level allowed for tieback placement until all anchors are satisfactorily tested and lock-off.**

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5. Conflicts between the by Geotechnical Desi
6. All welds to be with E (AWS) "Structural W
7. All plate steel and str according to AISC Sta
8. Excavation to be insp bracing may be instal additional bracing or a
9. All utilities and othe by General Contract
10. Soils have been assu tieback lengths may conditions by GDS.
11. Pile embedments sh the base of excavati
12. Contractor is respon Variations from the l with the express writ field made without th

out
nts

00590401 Br01374 Pg01155

ES INC.
2-8702 fax

Cross-Sections A-A', B-B', C-C', D-D', Details Temporary Shoring West Gate at The Canyons, Park C for Becho, Inc.

and location information provided by "Vacuum Construction and
ment Plans" by Stantec dated 9/11/00.

aced in drilled piers placed above and below the excavation base to
mix concrete or flowable fill with a minimum 28 day strength of 200 psi.

use R 32/15 or Titan 40/20 self grouting anchors. Grout to be Portland
III and have a minimum 28-day strength of 3,000 psi and a water-
not to exceed 0.4. Grout to be placed under 600 psi pressure at the pump.
use 4" clay bits unless rock is visibly encountered where standard rock bits
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hout this consent shall be done solely at the risk of the contractor.

00590401 Bk01374 Pa01156

ails and General Notes

k City, Utah

PROJECT NO:
012-00-61

SHEET NUMBER:

2 of 2