

FOLLOWING RECORDING RETURN TO:

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

SHORING CONSTRUCTION EASEMENT AGREEMENT

THIS SHORING CONSTRUCTION EASEMENT 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 "Grantor"), 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 "Grantee").

RECITALS:

A. Grantor is lawfully seized in fee simple and 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 "Grantor's Property"); and

B. Grantee 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 Grantor's Property (hereinafter "Grantee's Property"). Grantor is also the owner of, or has developed, certain property situated in Summit County, Utah which is adjacent to and abuts the Grantor's Property known as the Sundial Lodge, and more precisely described in Exhibit "B" (hereinafter "Sundial Property"); and

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

D. Grantor has agreed to grant the Grantee a temporary easement upon the terms and conditions set forth herein; 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.

2. Grant of Easement. Grantor does hereby grant and convey to Grantee and its agents the right and ability to enter into and upon the Grantor's Property 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 Grantor's Property, as such Work may be amended during the course of construction and as approved by Grantor. Grantor expressly acknowledges and agrees that (i) the anchor rods, soldier pilings, and other items to be placed on Grantor's Property pursuant to the Work shall be supported laterally by the subsoil and the minerals in and under the Grantor's Property; and that (ii) as of the date of this Agreement, the Work has been approved by Grantor's engineers. Notwithstanding anything contained herein to the contrary, Grantee shall have no other use or possessory rights with respect to the Grantor's Property other than as set forth herein. Further, Grantor expressly represents and warrants to Grantee that Grantor has the power and authority to enter into this Agreement and to otherwise grant to Grantee the rights and privileges contained herein.

3. Term. The grant of easement 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 Grantee/Removal of the Work. Upon the earlier of (i) the Grantee's delivery to Grantor of written notice of intent to abandon the Work, or (ii) the expiration of the Term, Grantee shall be deemed to have automatically abandoned and relinquished all claim and right of ownership in and to the Work and the grant of easement and all other rights of Grantee with respect to the Grantor's Property shall automatically terminate. At any time prior to the earlier of (A) December 31, 2006 or (B) the completion by Grantee of the stairway and water feature currently contemplated between Buildings 10 and 19, whichever is earlier, Grantee shall have the right at its option to remove the Work, and the obligation to remove the Work following receipt of notice from Grantor or its successor that the Work must be removed. Grantor or its successor shall have the right to require Grantee 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. Grantee expressly agrees to remove the Work at Grantee's sole cost and expense within ninety (90) days following the date of such written demand. In the event Grantor intends to construct any buildings or structures on or over the Leased Premises prior to December 31, 2006 or the completion by Grantee of the stairway and water feature, Grantor agrees that Grantor shall provide written notice to Grantee of such intent (hereinafter the "Notice of Intent to Construct") in the manner specified herein. Grantee shall have ten (10) days from its receipt of the Notice of Intent to Construct to notify Grantor in writing of Grantee's intent to remove the Work. In such event Grantee intends to remove the Work following receipt of the Notice of Intent to Construct, Grantee 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. Grantee 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. Grantee 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. Grantee shall purchase and maintain in place at its sole cost and expense during the course of such removal work, for the benefit of Grantor, Grantor's Property, the Sundial Property and the owners of the Sundial Property, 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 Grantor or its successor. Prior to commencing work to remove the Work, Grantee 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 grant of easement made hereby, Grantee expressly releases Grantor of and from any and all damages, claims, costs, expenses and liability to Grantee'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 Grantor's or its successor's or agent's use or possession of the Grantor's Property, unless such damage, instability, or safety issues result from the gross negligence or willful misconduct of Grantor, its employees, agents, consultants or representatives.

6. Indemnification Grantee shall indemnify and hold Grantor, the owners of the Sundial Property and their successors, agents and representatives harmless from and against all liabilities, damages, expenses, claims, losses, costs and attorneys' fees incurred by Grantor, the owners of the Sundial Property or any successor, as the case may be, as a result of (i) the failure by Grantee to perform any covenant required to be performed by Grantee hereunder or the breach by Grantee 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 Sundial Property, to the Grantor's Property, and to any improvements located thereon, resulting from Grantee'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 Grantor's Property; or (iii) from the failure of Grantee 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 easement 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 Grantor or any affiliate of Grantor and Grantee, 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 Agreement may be recorded in the office of the Summit County Recorder with respect to the Grantor's Property and the Sundial Property to evidence the existence of this Agreement. Grantor may also record this Agreement with the Summit County Recorder with respect to the Grantor's Property and the Sundial Property. 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 Grantor's Property and the current and future owners of the Sundial Property, 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 Grantee, 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 Grantee'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 Sundial 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 Grantor 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 Grantee 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 Grantee and Grantor.


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, Grantor and Grantee have set their hands and seals the day and year first set forth above.

Signed, sealed and delivered in the presence of:

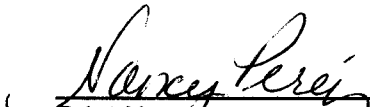
AMERICAN SKIING COMPANY RESORT PROPERTIES, INC., a Maine corporation


Print Name: Fran Amendola

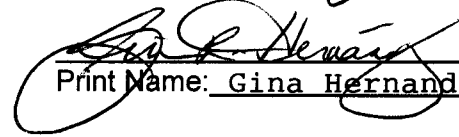
By: 
Name: JOHN A. VIHINEN
Its: V.P.


Print Name: Tony 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

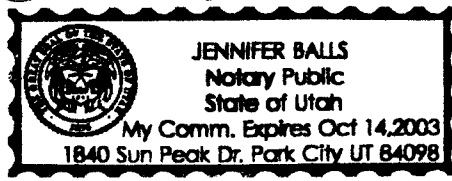
STATE OF UTAH)

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



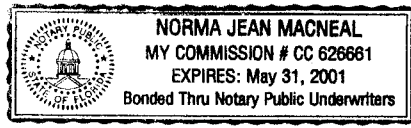
STATE OF FLORIDA)

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:



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Exhibit A

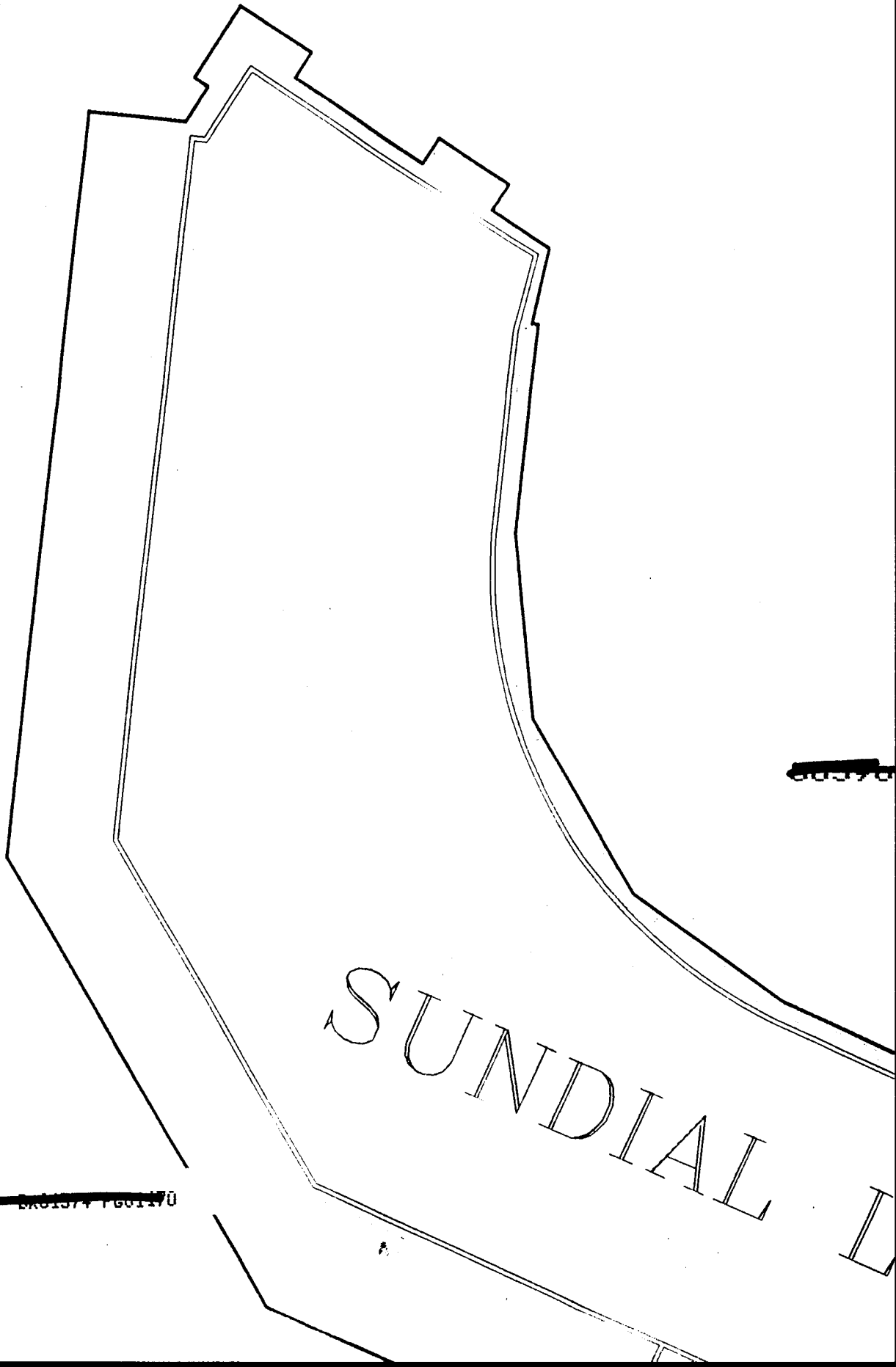
ASC WESTGATE EASEMENT PARCEL

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 1,676.29 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.

Tax Serial NO. PP-75-4 † PP-75-6

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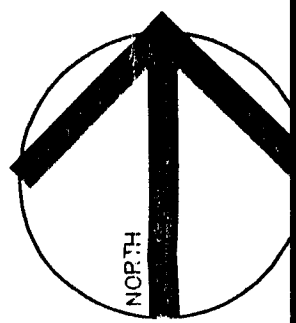


SUNDIAL

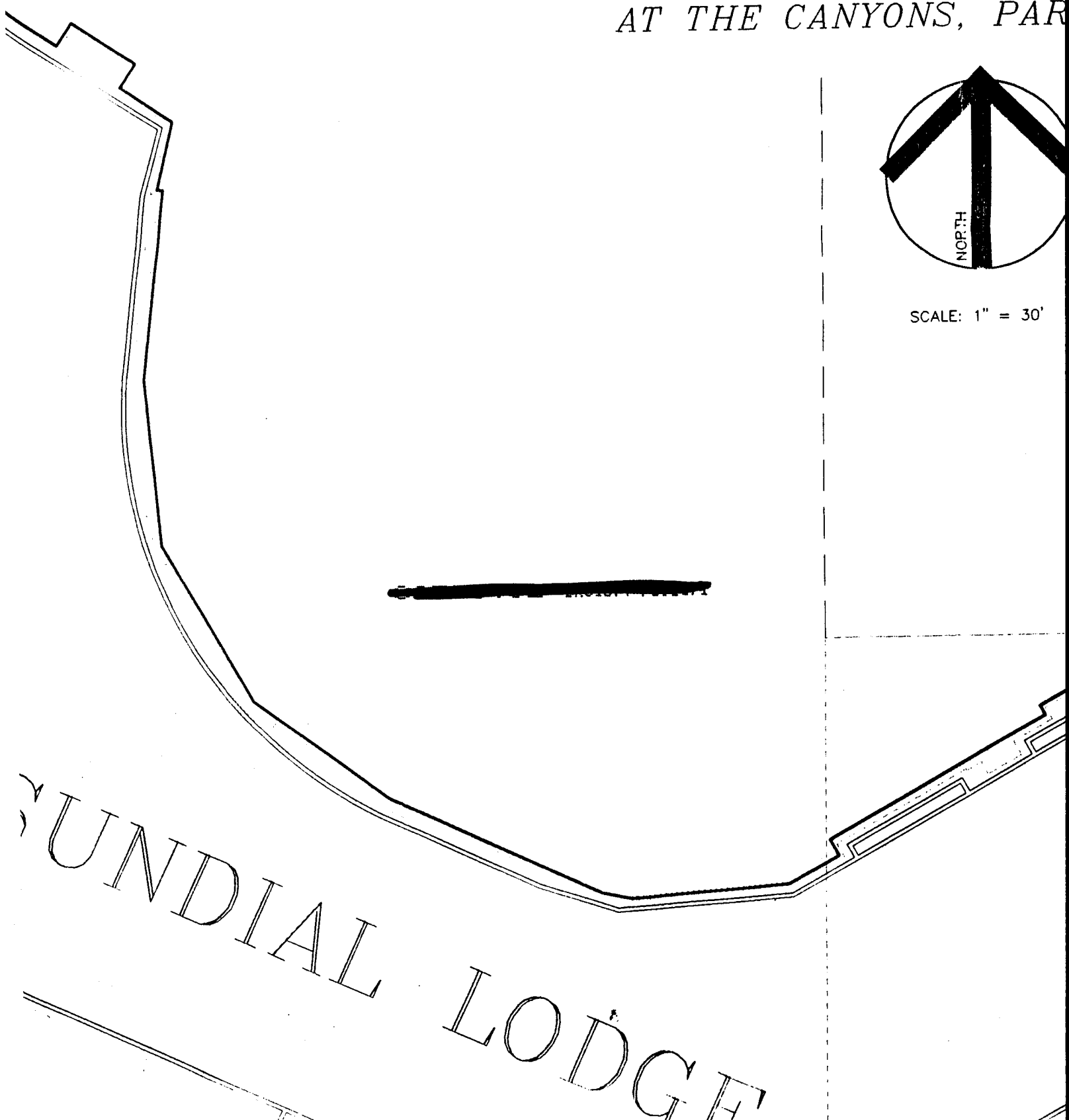
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WESTGATE SHOR.
AT THE CANYONS, PAR



SCALE: 1" = 30'

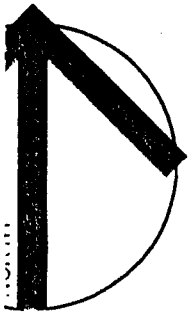


SUNDIAL LODGE

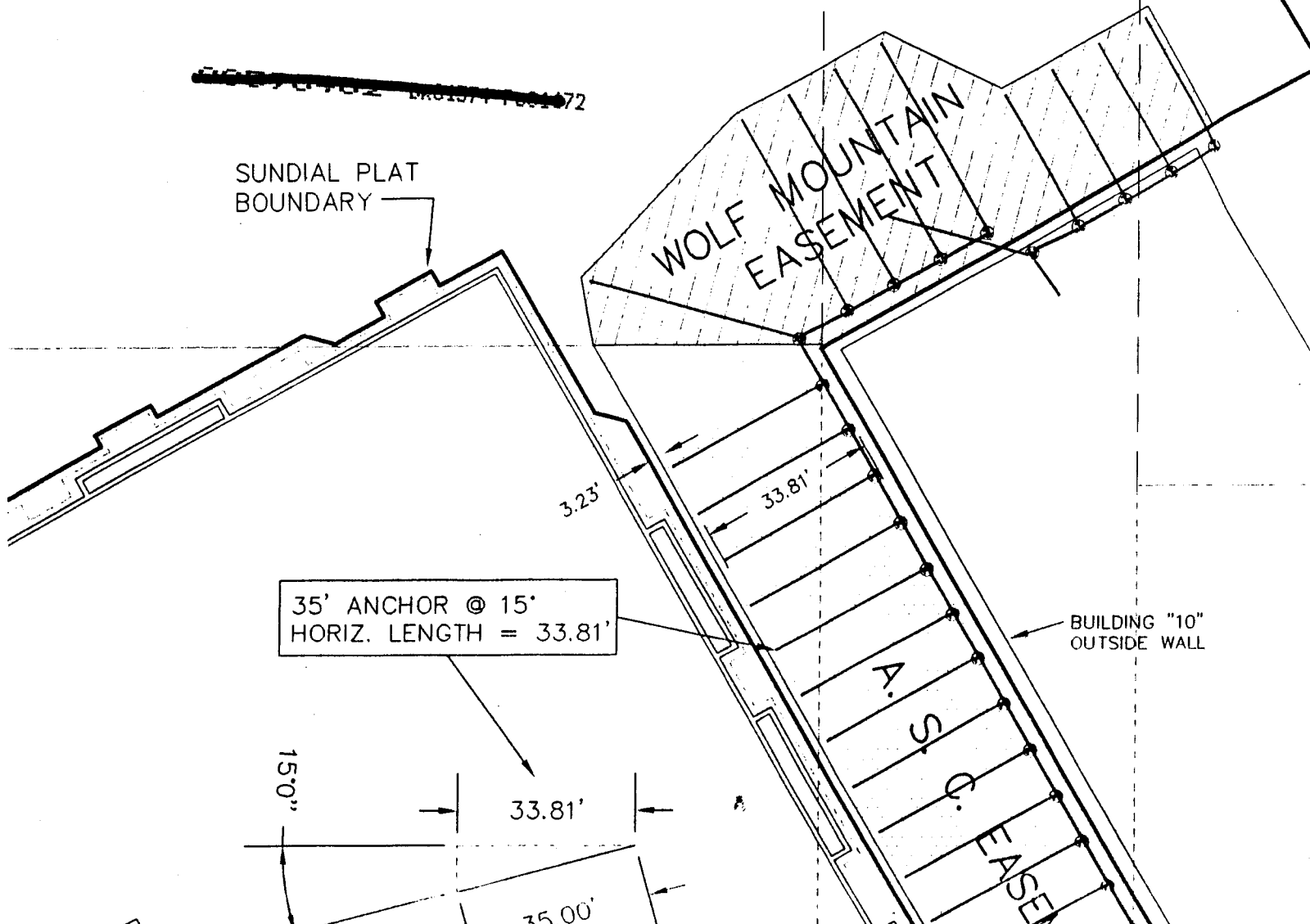
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FORING EXHIBIT

PARK CITY, UTAH



1" = 30'

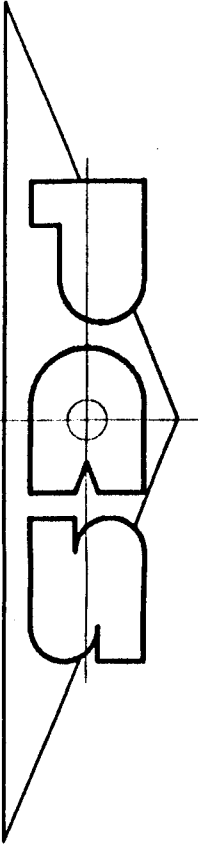


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WESTGATE PLAT
BOUNDARY

~~00590402 Bk01374 Pg01168~~

WESTGATE

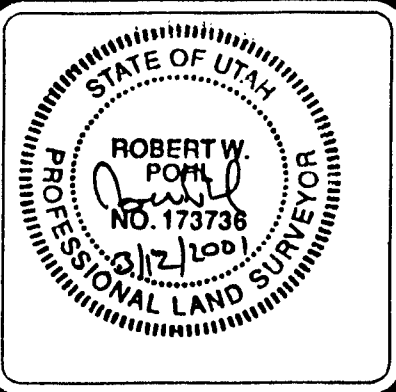


PARK CITY SURVEYING

P.O. BOX 3003
PARK CITY, UTAH 84060
(435) 649-2918

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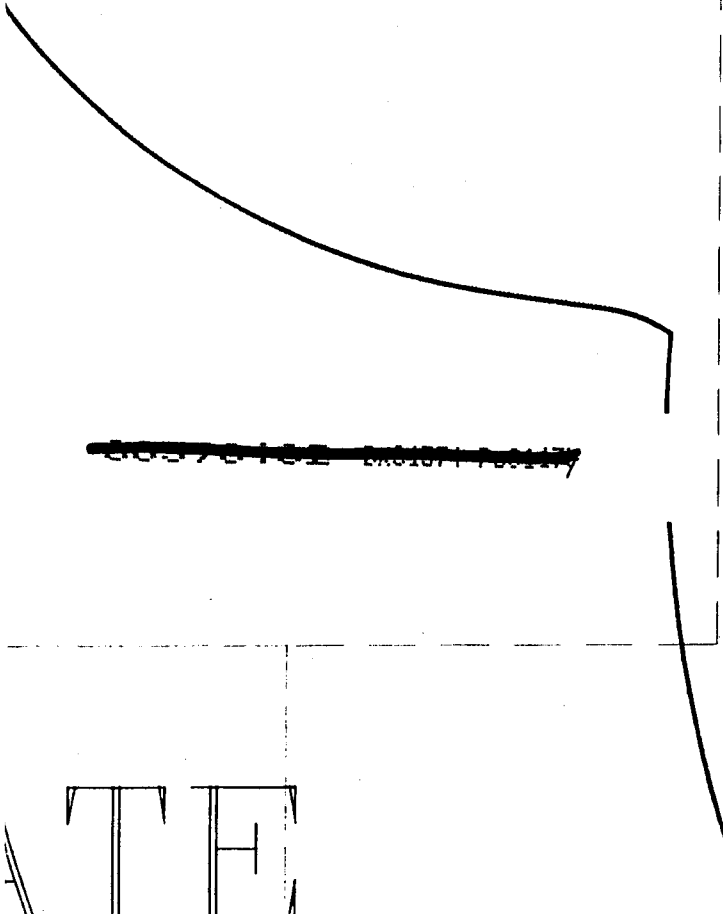
REVISIONS		
DATE	BY	COMMENTS



SURVEYED BY:
POHL
DRAWN BY:
POHL

DATE:
MARCH 12, 2001

FOR: *M*



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SUNDIAL

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MAR 12 14:31:30 2001 PARK CITY SURVEYING INC.

~~00590402 Bk01374 Pg01170~~

00590402

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

00590402 Bk01374 Pg01171

UNINDIAL LODGE

WESTGATE EASEMENT PARCEL

southeast corner of Section 36, Township 1 South, Lake Base & Meridian, a found brass cap; thence distance of 1,737.08 feet along the south line of said leaving said section line North, a distance of POINT OF BEGINNING, said point being on the f the Westgate At The Canyons Final Site Plat, on the office of the Summit County Recorders ring being N.89°59'43"W., a distance of 2667.10 east corner to the south quarter corner of said

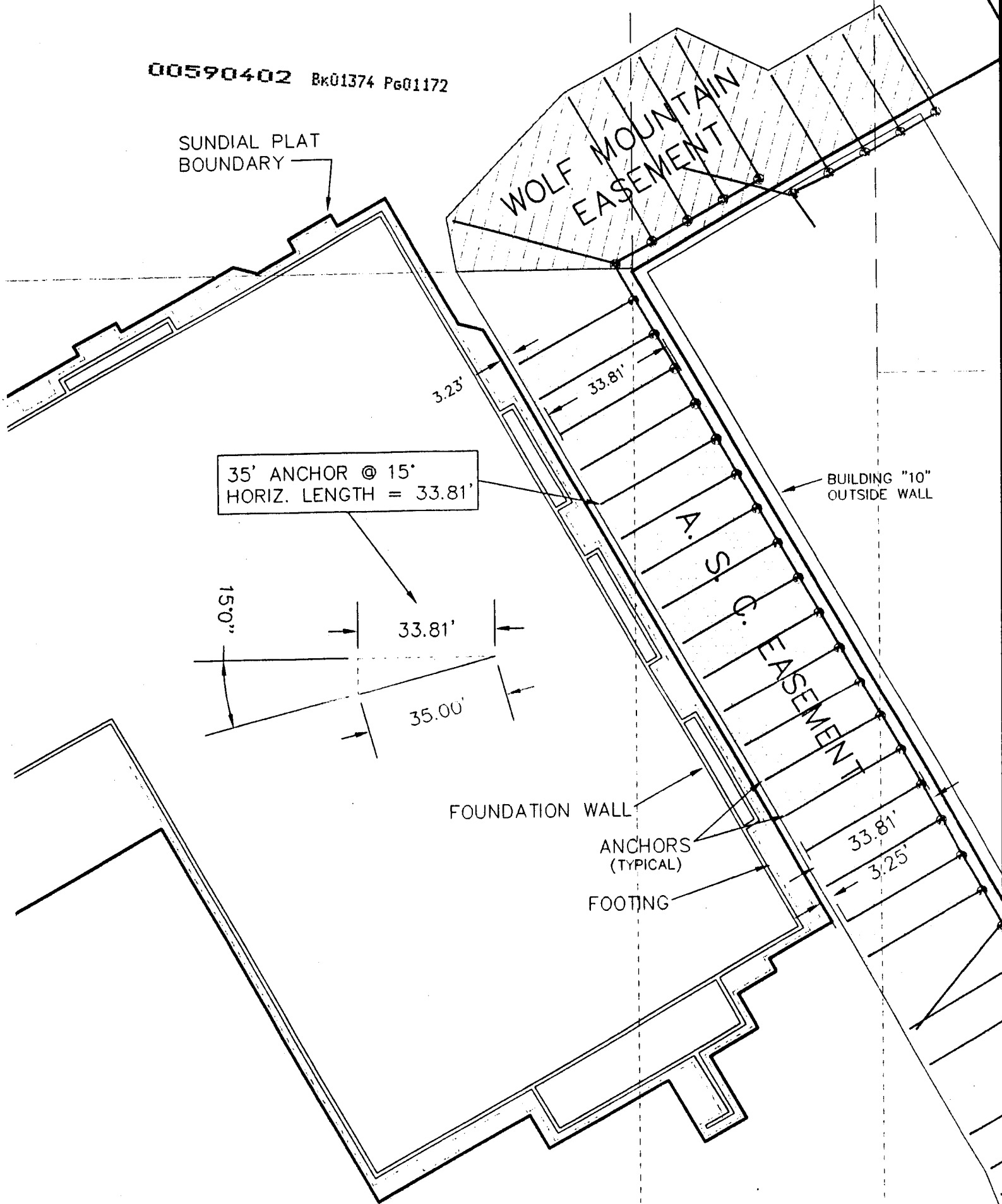
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ASC WESTGATE EASEMENT PARCEL

Commencing at the southeast corner of Section 36, Township Range 3 East, Salt Lake Base & Meridian, a found brass cap; N.89°59'43"W., a distance of 1,676.29 feet along the south lin Section 36; thence leaving said section line North, a distance 339.99 feet to the POINT OF BEGINNING; said point being on westerly boundary of the Westgate At The Canyons Final Site file and of record in the office of the Summit County Recorde of bearing being N.89°59'43"W., a distance of 2667.10 feet fro southeast corner to the south quarter corner of said Section thence leaving said Westgate Boundary S.67°12'03"W., a distanc 34.10 feet; thence N.22°35'58"W., a distance of 49.56 feet; th N.29°29'57"W., a distance of 261.19 feet; thence East, a dista 43.68 feet; thence South, a distance of 0.59 feet to a point

1" = 30'

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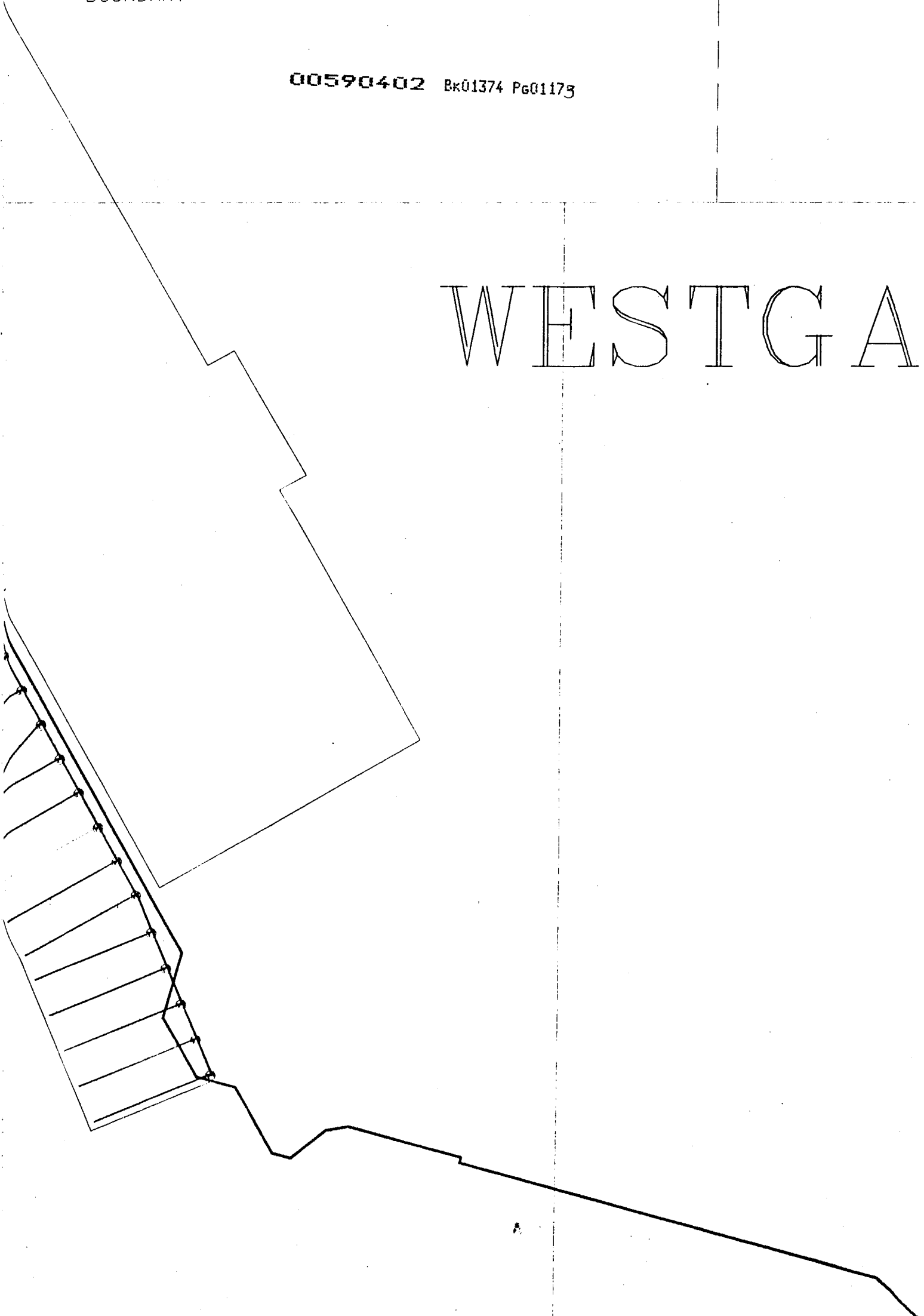


36, Township 1 South,
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said Section 36);
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to a point on the

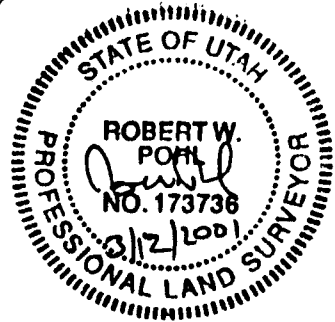
WESTGATE PLAT
BOUNDARY

00590402 Bk01374 Pg01173

WESTGATE



REVISIONS
COMMENTS



SURVEYED BY:

POHL

DRAWN BY:

POHL

DATE:

MARCH 12, 2001

FOR:

WESTGATE

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

DWG:

REASELDD.DWG

JOB NO.

00590402 Bk01374 Pg01174

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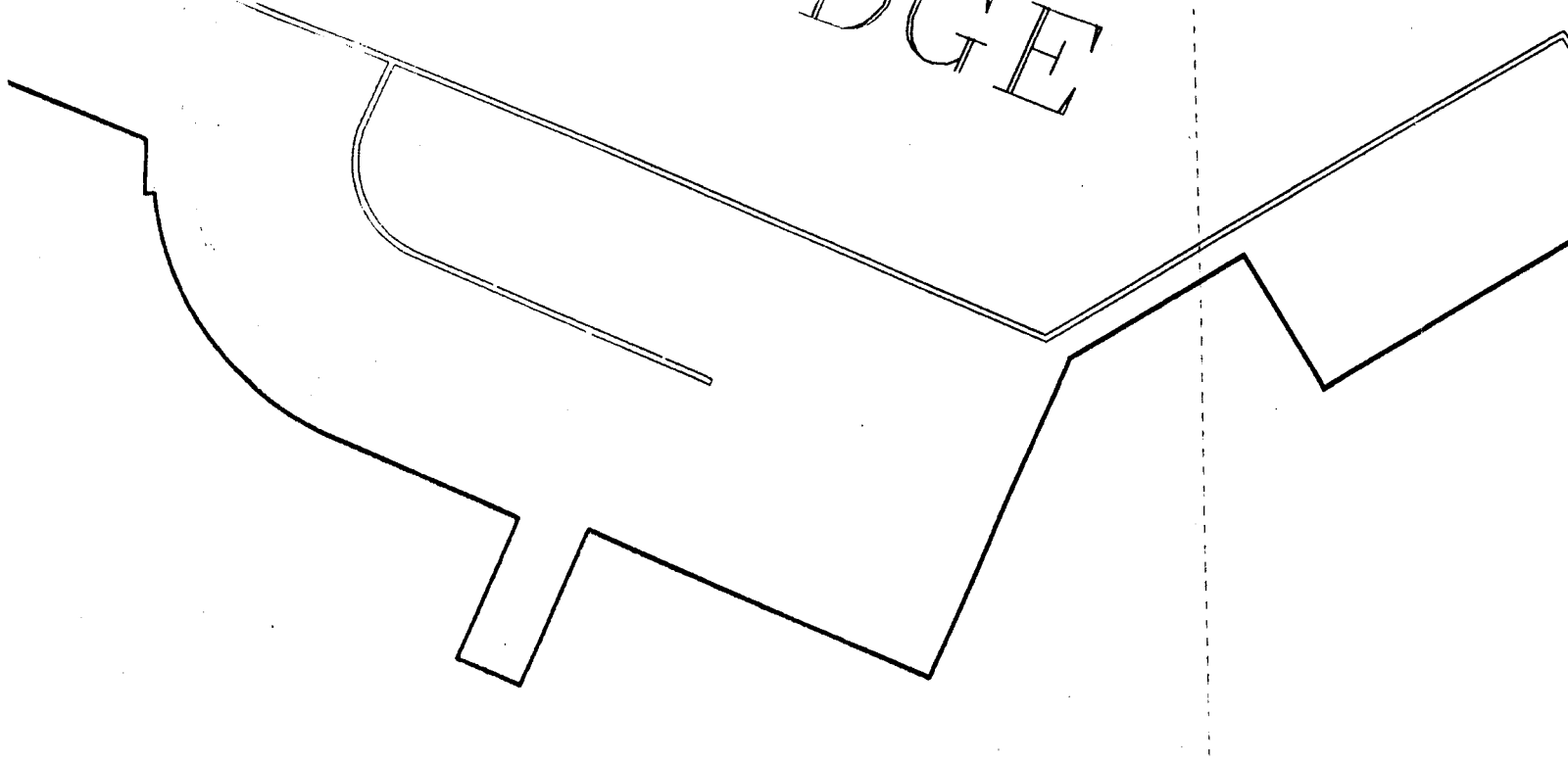
WOLF MOUNTAIN WESTGATE EASEMENT PARCEL

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 4,263.28 square feet, more or less.

IDGE



00590402 Bx01374 Pg01176

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 South, a distance of 1,737.08 feet along the south line of said section; 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; thence along said northerly boundary S.60'30'24\"

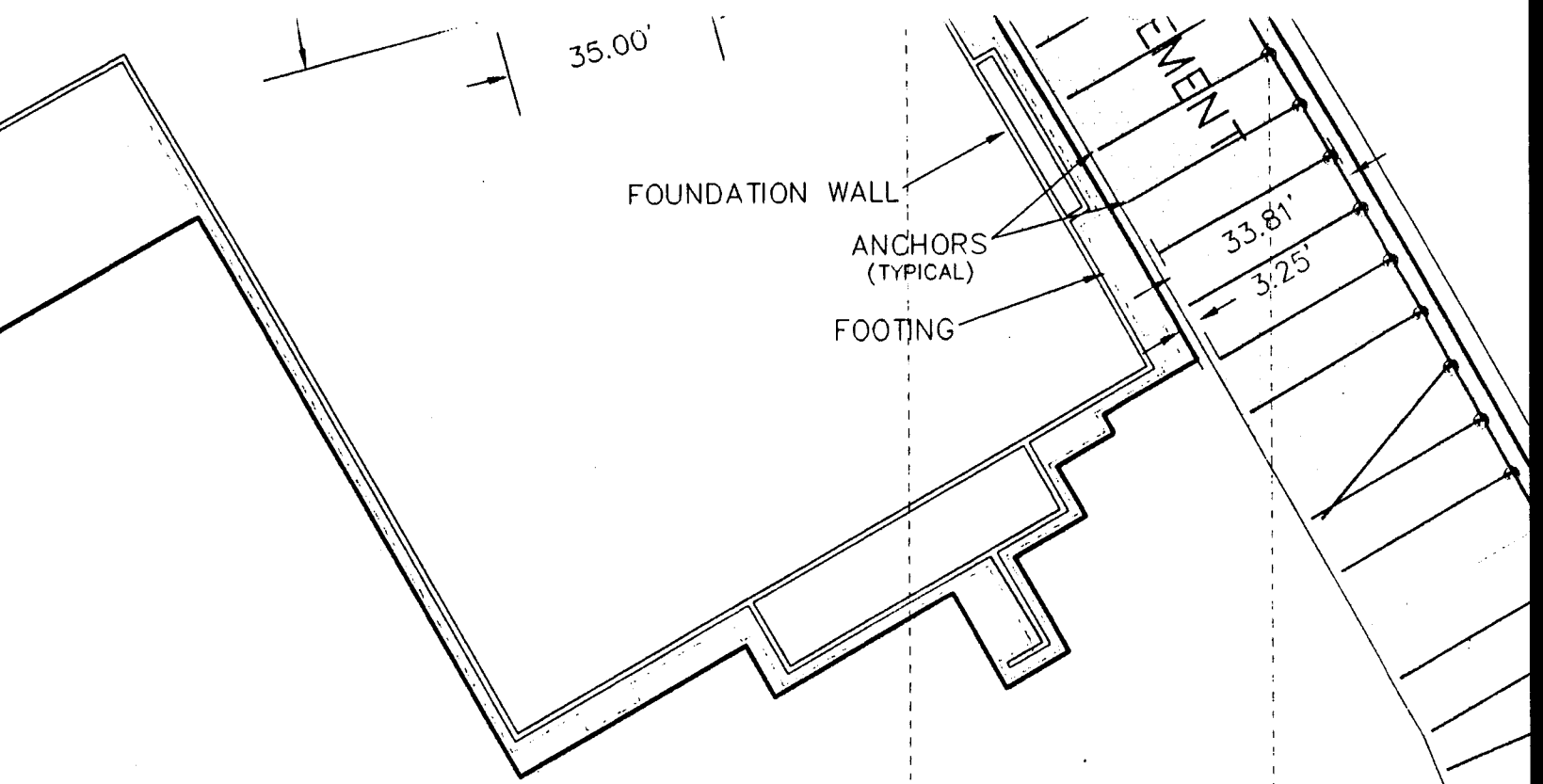
W., a distance of 85.74 feet; thence North, a distance of 0.59 feet; thence East, a distance of 43.68 feet; thence N.10'11'48\"

square feet, more or less.

ASC WESTGATE EASEMENT PARCEL

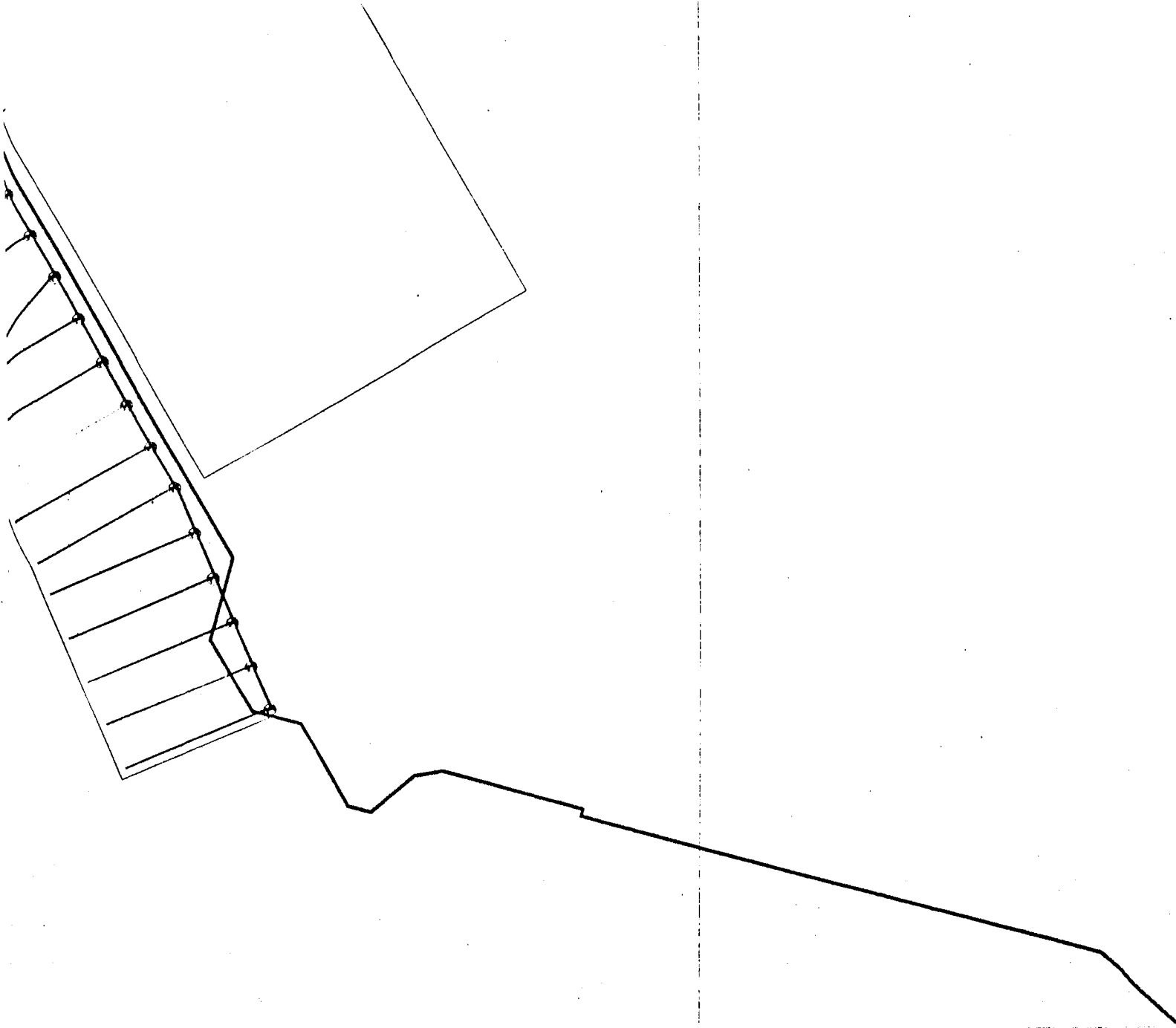
Commencing at the southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base & Meridian, a found brass cap; thence South, a distance of 1,676.29 feet along the south line of said section; thence leaving said section line North, a distance of 339.99 feet to the POINT OF BEGINNING; 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; thence along said northerly boundary S.60'30'24\"

Containing 11,120.56 square feet, more or less.



S, Township 1 South,
 brass cap; thence
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 a distance of
 being on the
 Final Site Plat, on
 County Recorder, (basis
 .10 feet from the
 said Section 36);
 N., a distance of
 .56 feet; thence
 east, a distance of
 to a point on the
 Nyons Final Site
 24"W., a distance
 gate Plat; thence
 distance of 258.66
 N., a distance of
 29'38"E., a distance
 74'29'38"E., a

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

WESTGATE

DWG:
REASELDD.DWG

JOB NO.

SHEET 1 OF 1

00590402 Bk01374 Pg01179

Exhibit B

00590402 Bk01374 Pg01180

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.

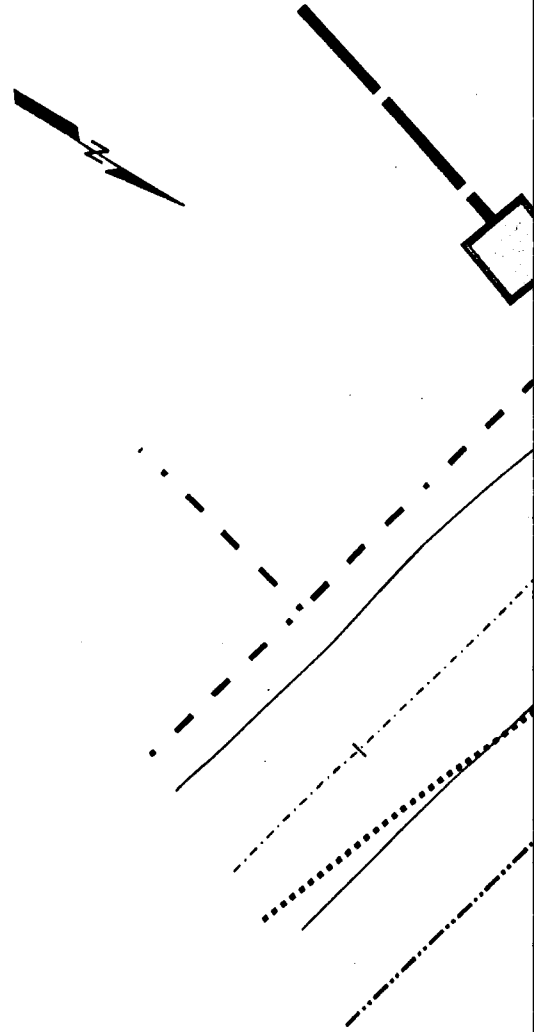
CONTAINS 1.902 ACRES MORE OR LESS.

Tax Serial No. SDLC - 1 through SDLC - CG07, inclusive

Exhibit C

005

00590402 Bk01374 Pg01183

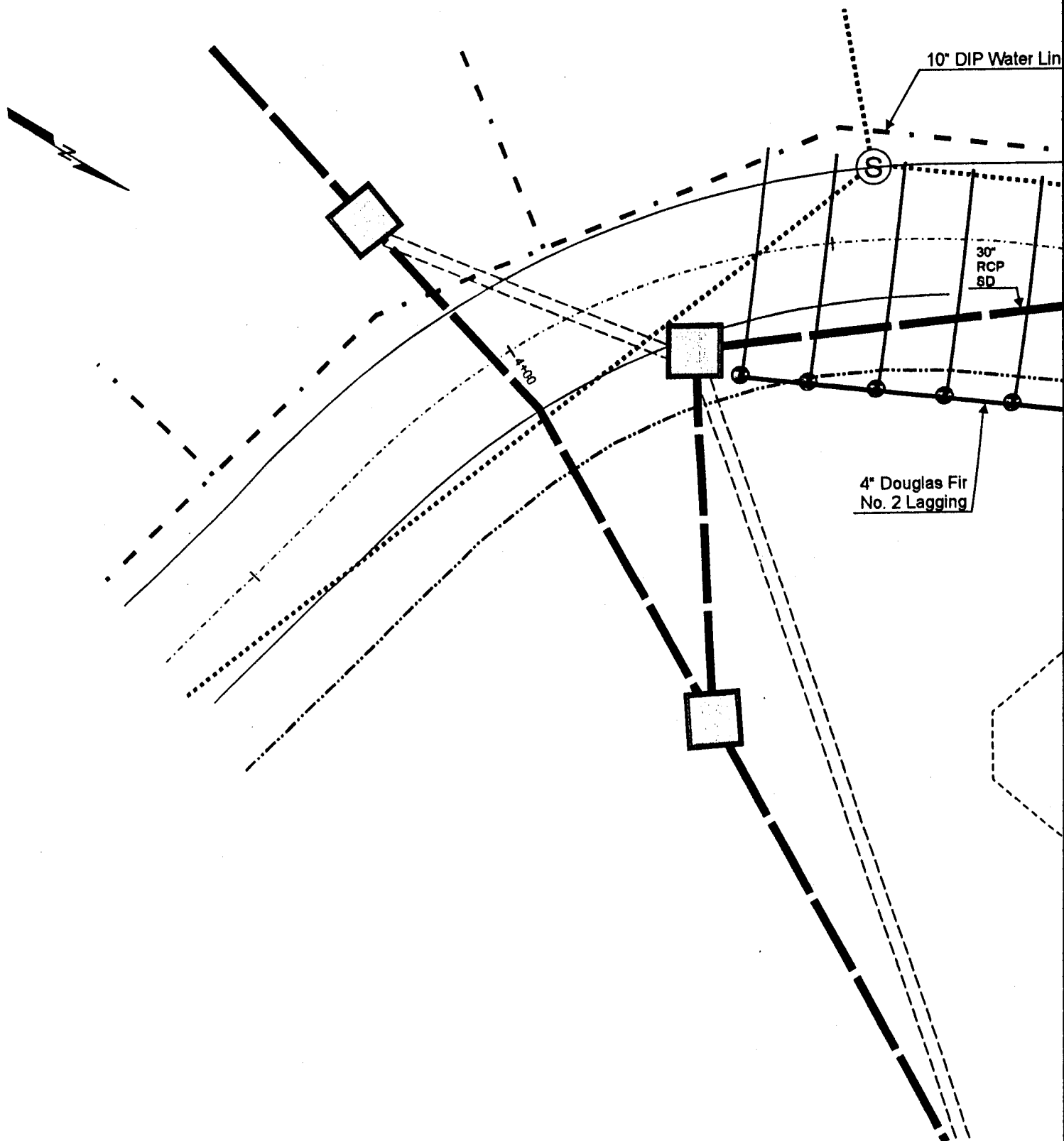


~~00590402 Bk01374 Pg01183~~

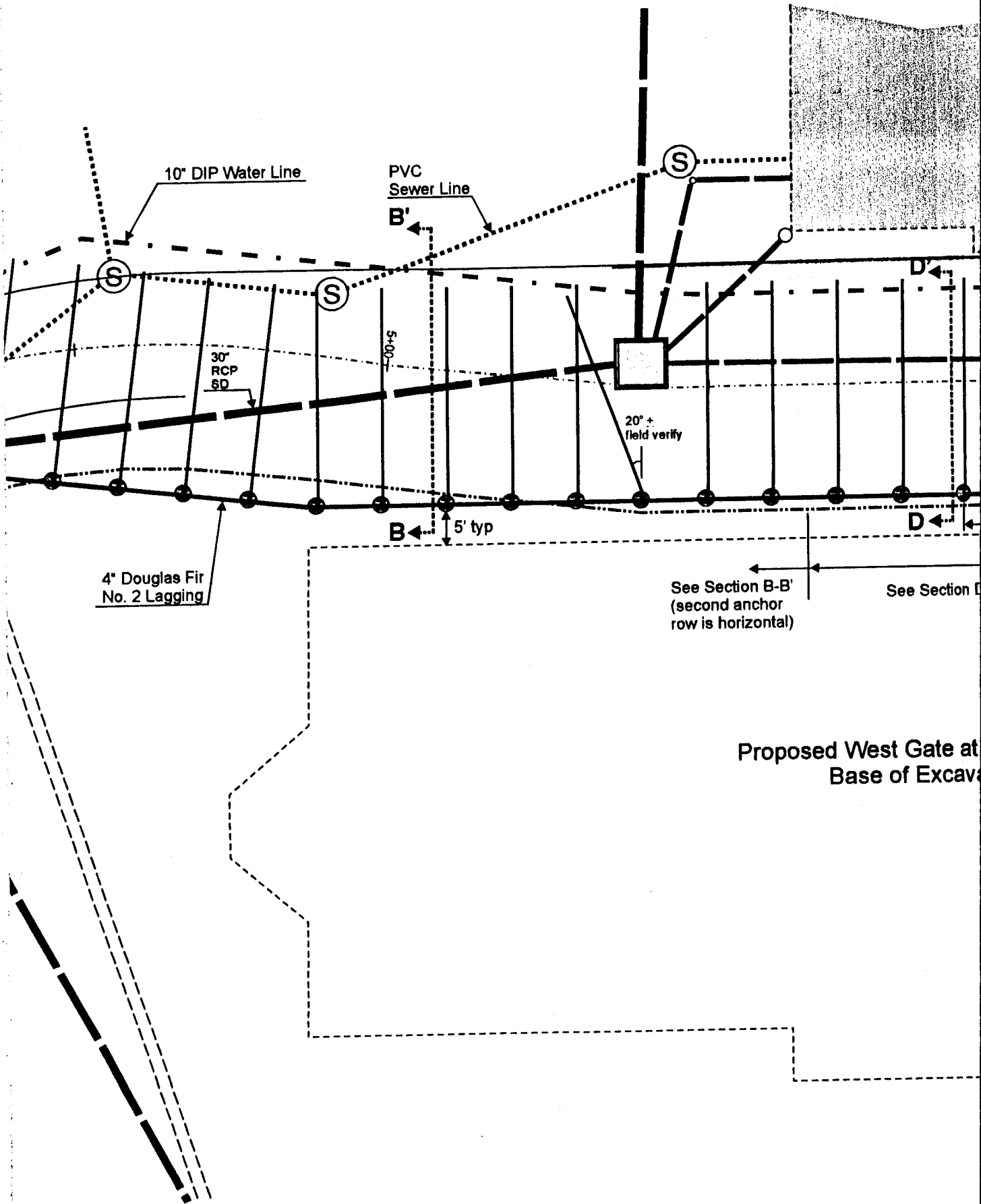
Trench box or
open cut excavation

all

00590402 Bk01374 Pg01184



~~ENGINEERING FLOOR PLAN~~

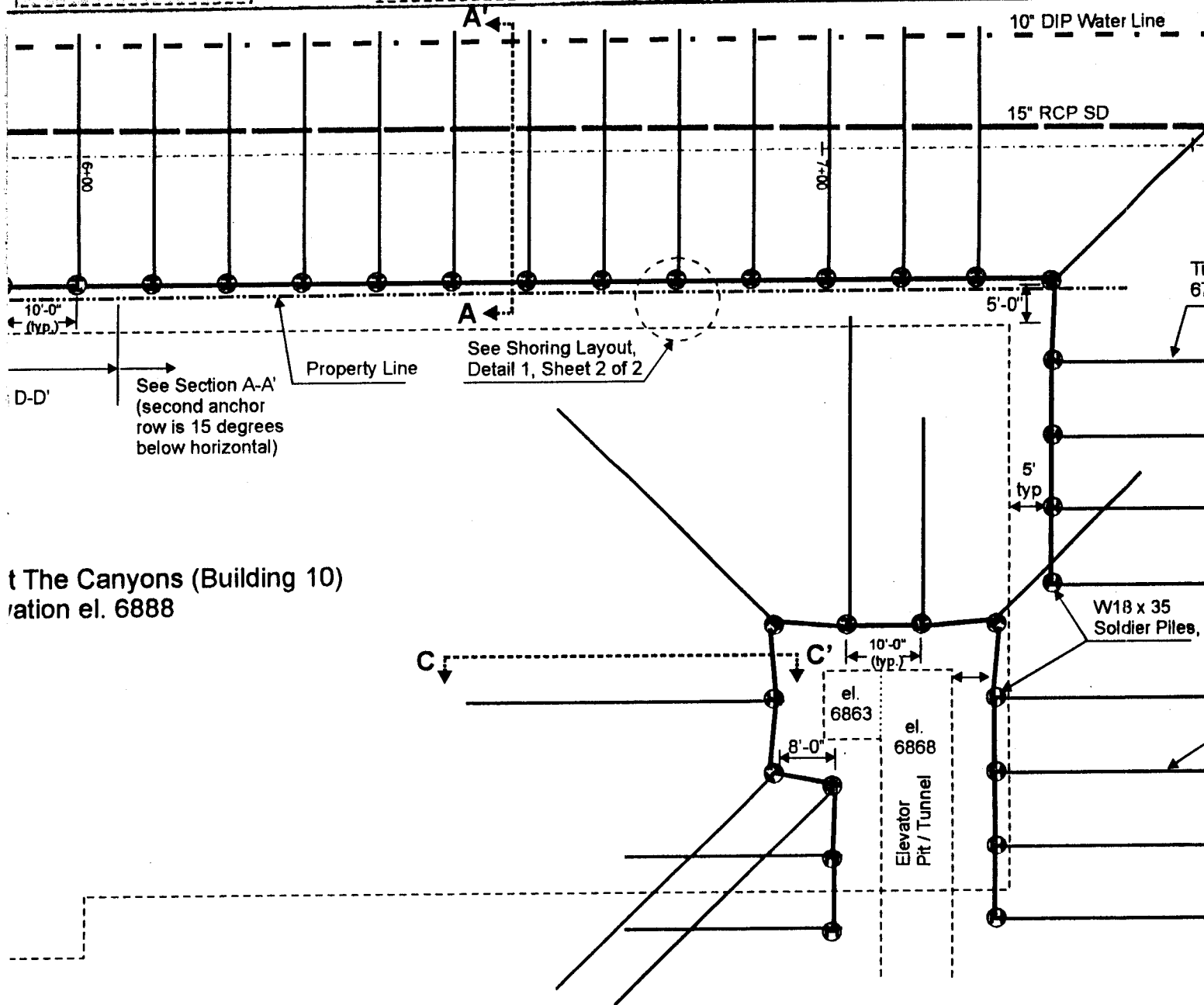


~~00590402 Bk01374 Pg01185~~

Plan View

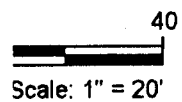


Sundial Lodge



t The Canyons (Building 10)
ation el. 6888

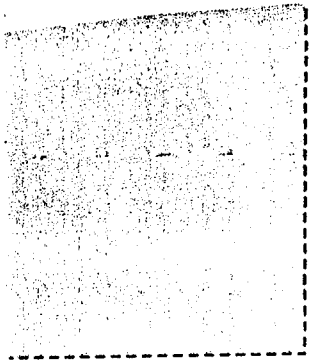
3W



~~00590402 Bk01374 Pg01186~~

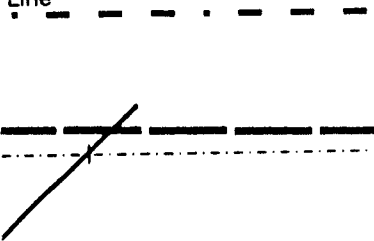
Wall

Wall
Wall

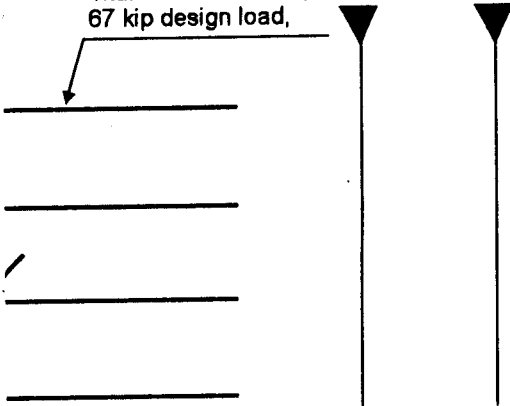


00590402 Bk01374 Pg01187

Line

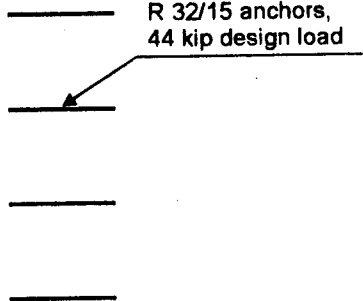


Titan 40/20 anchors,
67 kip design load,



3 x 35
Tier Piles, typ.

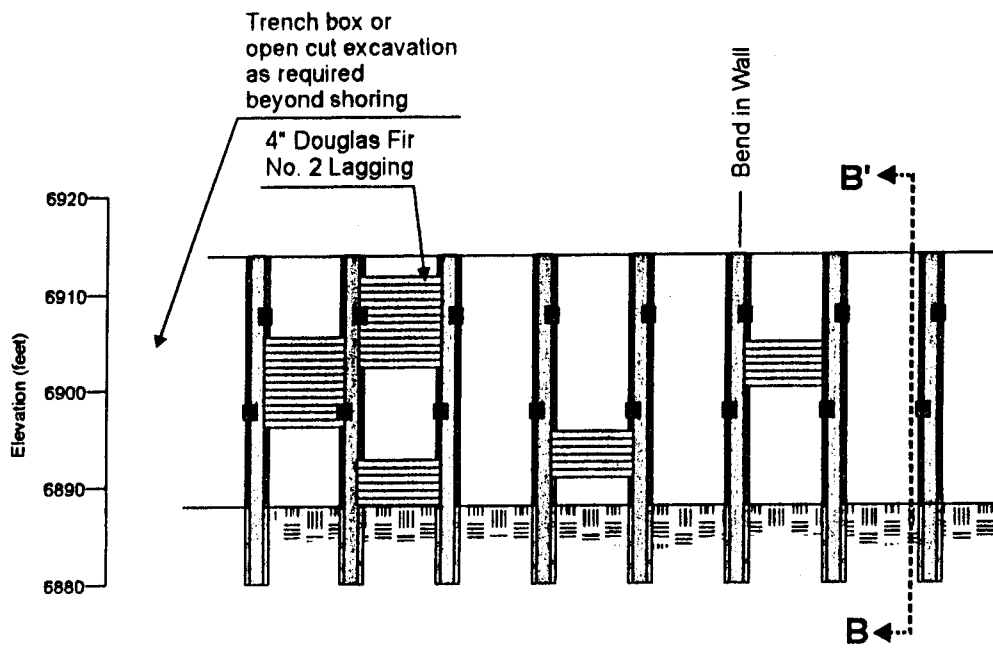
R 32/15 anchors,
44 kip design load



~~00590402 Bk01374 Pg01187~~

00590402 Bk01374 Pg01188

00



00590402 Bk01374 Pg0

~~00590402 Bk01374 Pg01188~~

4" Douglas Fir
No. 2 Lagging

00590402 Bk01374 Pg01189

Box or
excavation
red
shoring
Douglas Fir
Lagging

Bend in Wall

B'

10'-0"
typ

Top of Shoring
el. 6912 ft

D'

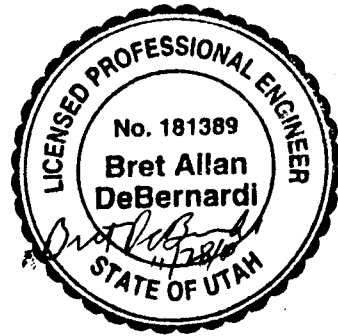
B

D

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

See Section D-D'

See
(sec
row
belo



4" Douglas Fir
No. 2 Lagging

B ← 5' typ

D ← 10'-0"
(typ.)

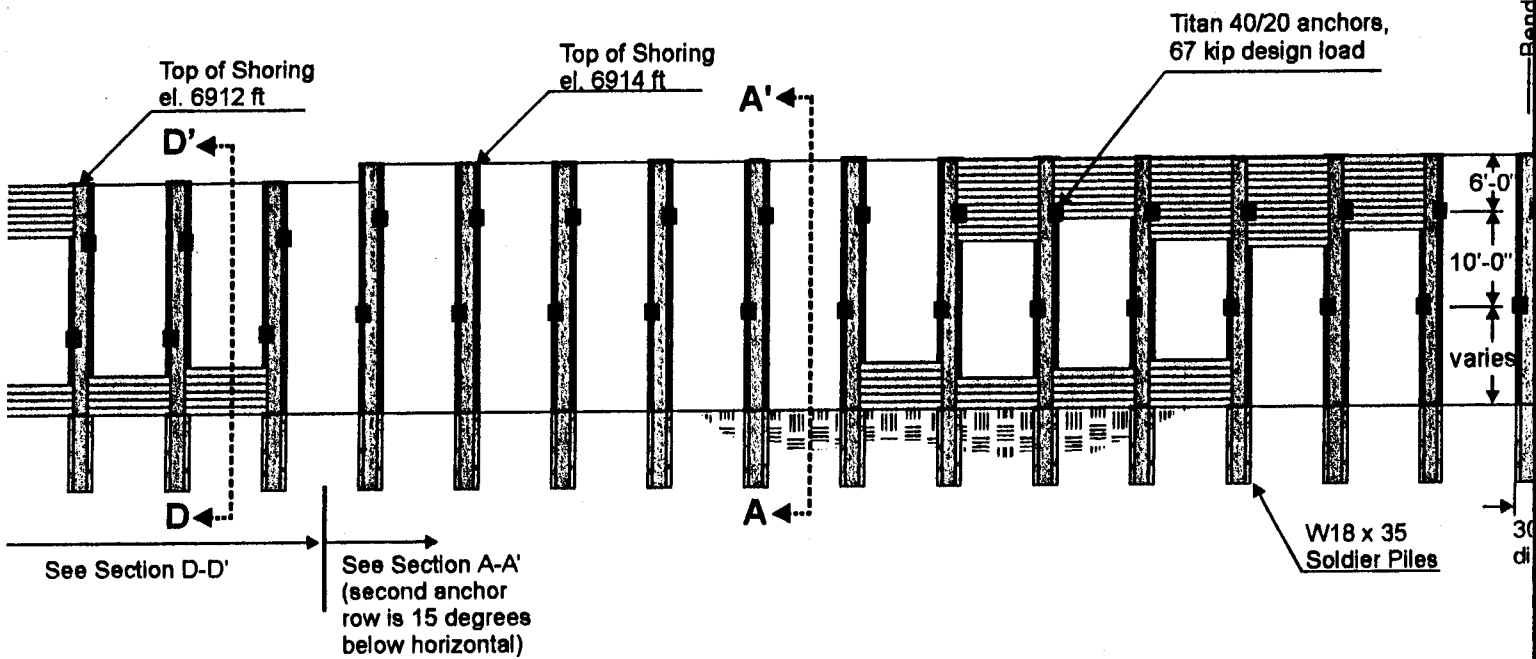
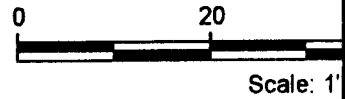
See Section B-B'
(second anchor
row is horizontal)

See Section D-D'

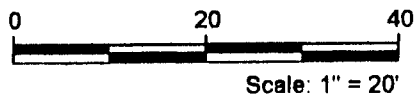
Proposed West Gate at The Base of Excavation

00590402 Bk01374 Pg01190

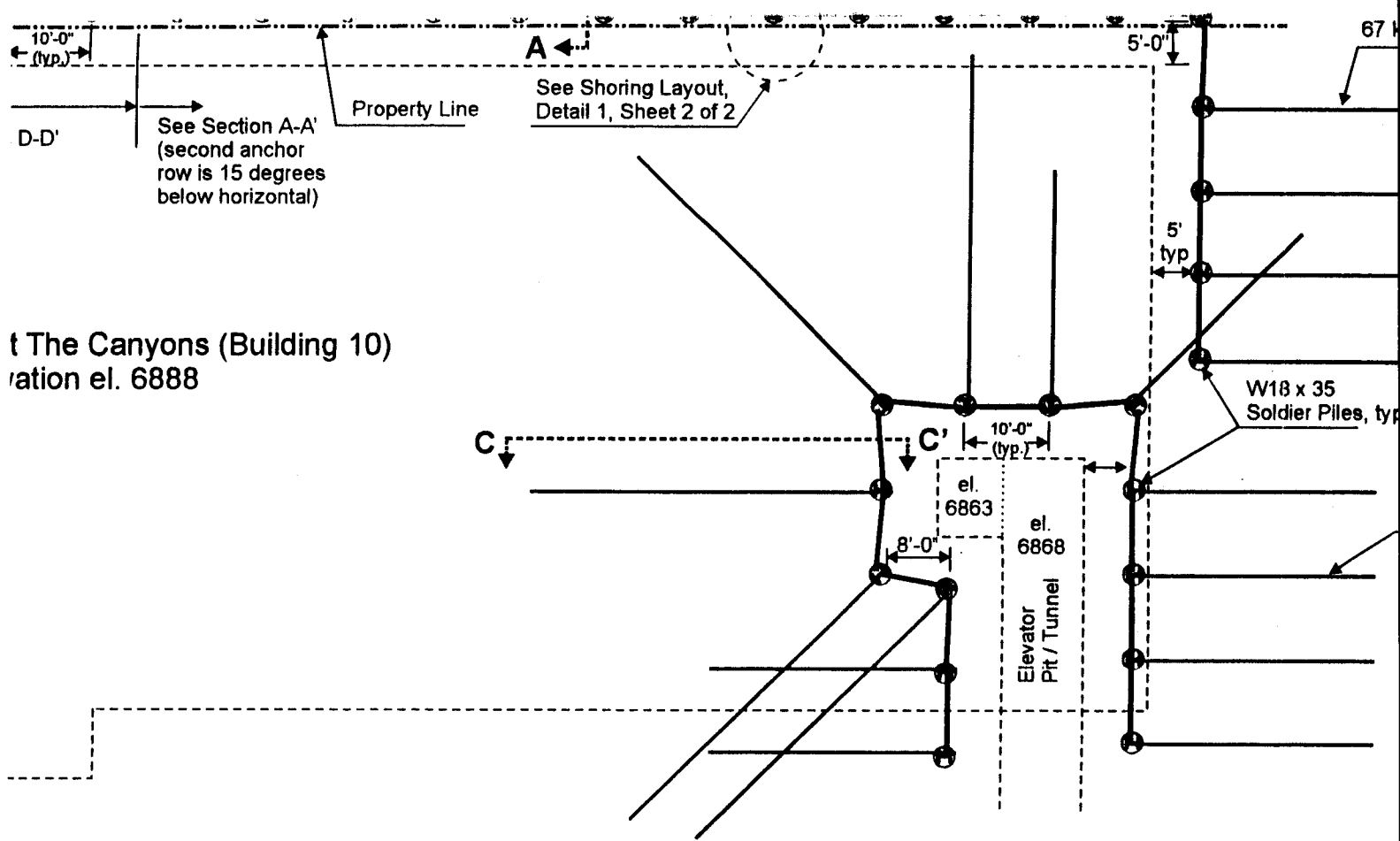
Plan View



Elevation View (West and North Wall)



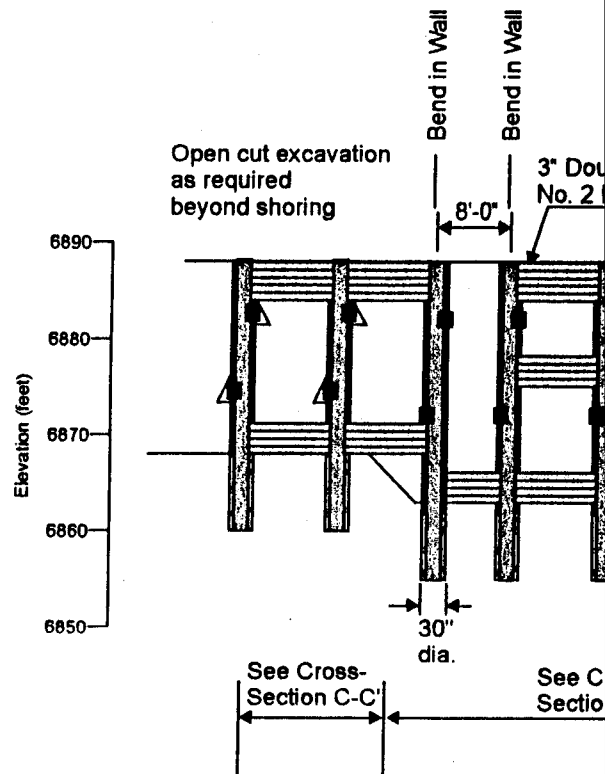
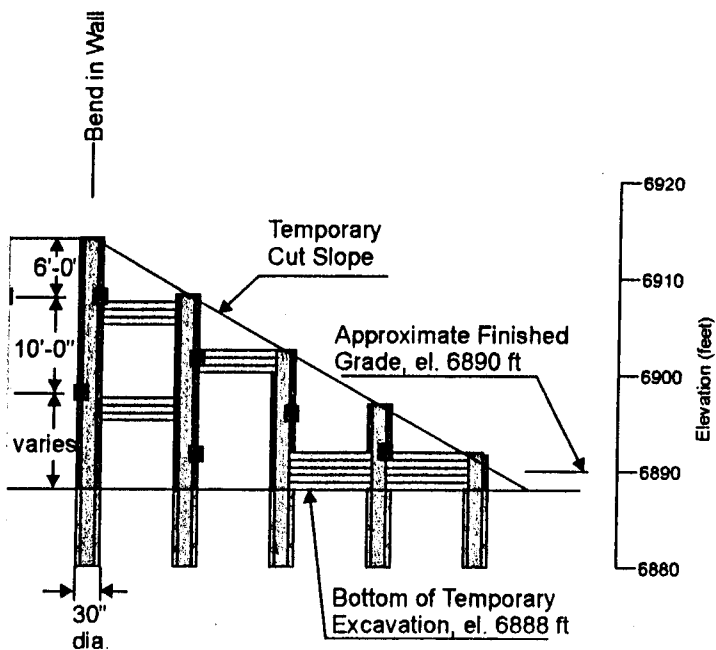
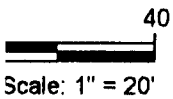
00590402 Bk01374 Pg01195



t The Canyons (Building 10)
ation el. 6888

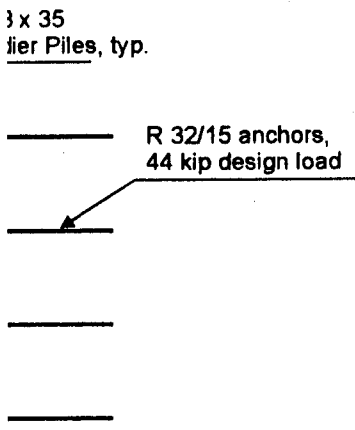
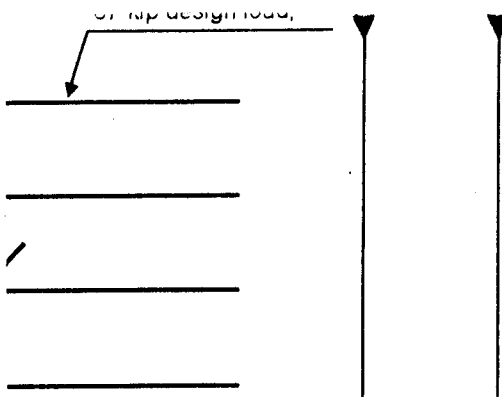
3W

00590402 Bk01374 Pg01191

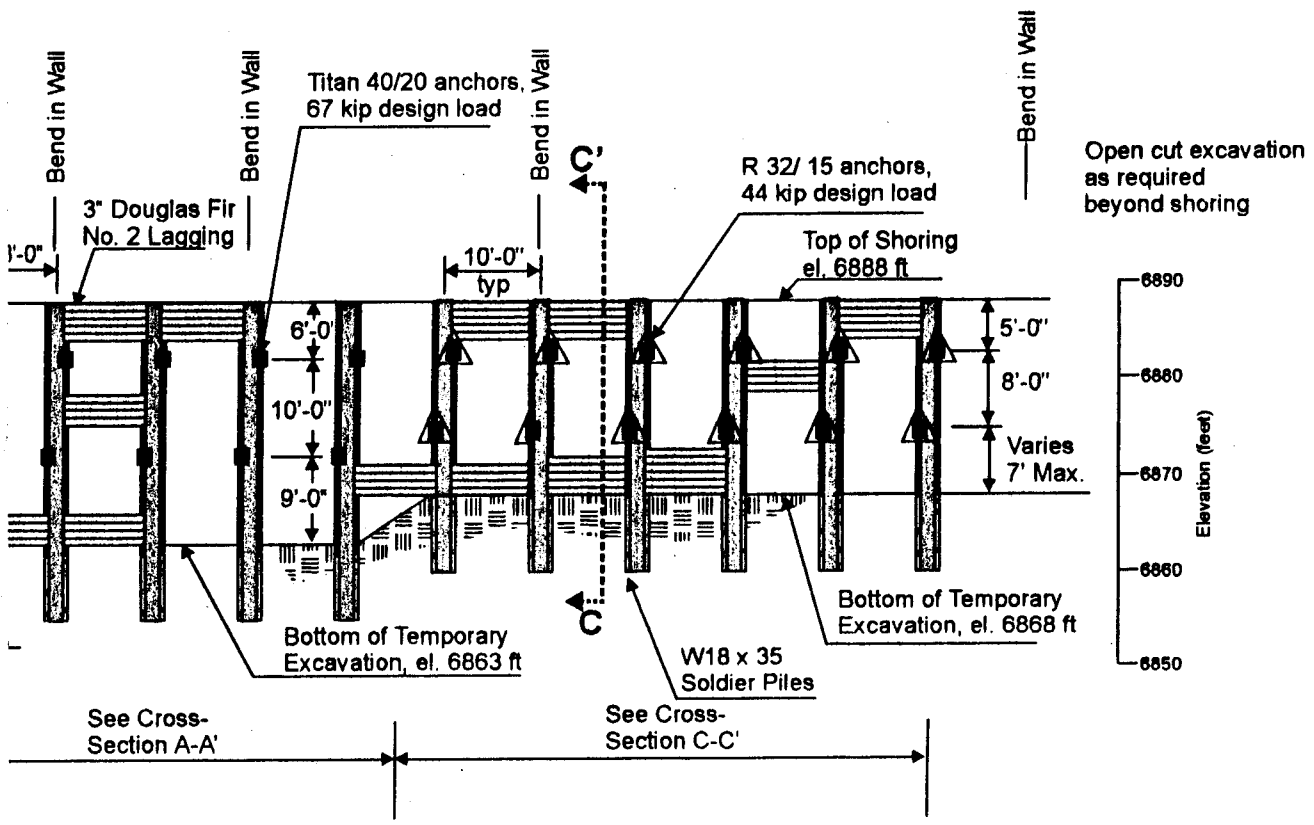


Legend

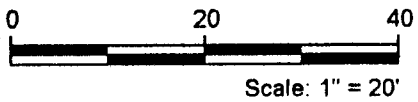
- Titan 40/20 Anchors
- ▲ R 32/15 Anchors

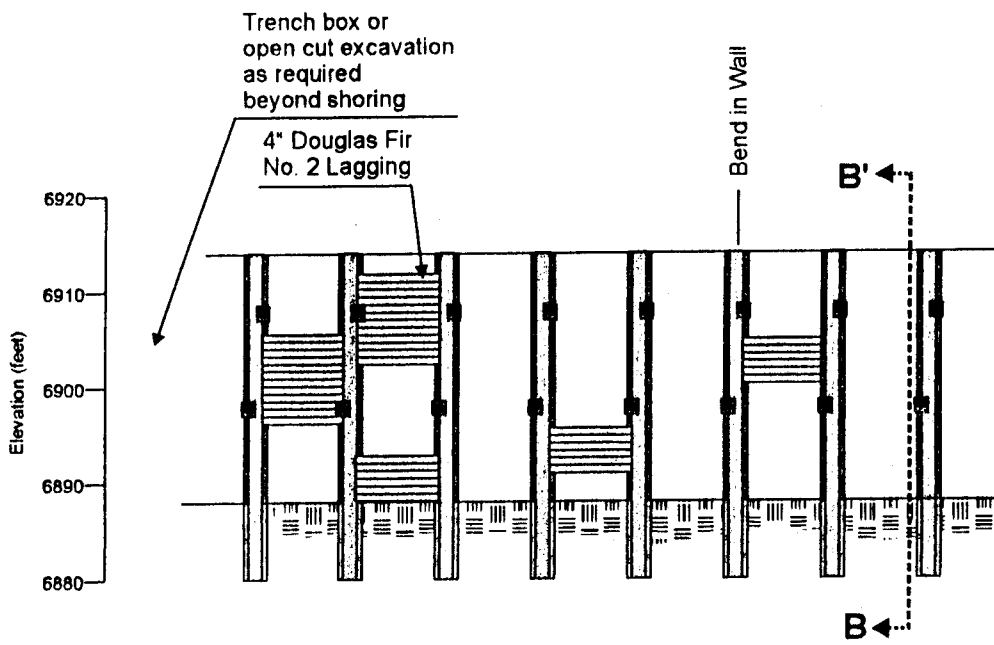


00590402 Br01374 Pg01192



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





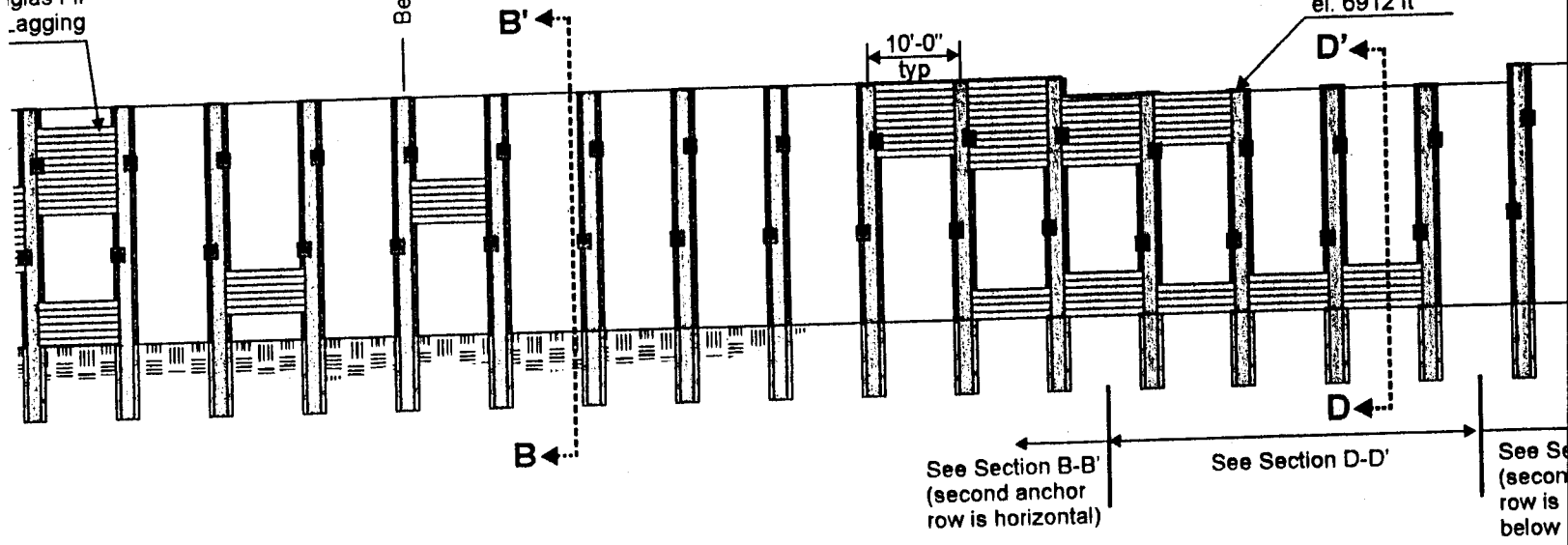
00590402 Bk01374 Pg01193

REV. NO.	DATE	BY	DESCRIPTION
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2	11/3/00	BAD	Change shoring to temporary only, reduce anchor lengths
3	11/28/00	BAD	Change anchor lengths to 35 feet

Box or
excavation
red
shoring
glas Fir
lagging

Bend in Wall

Top of Shoring
el. 6912 ft

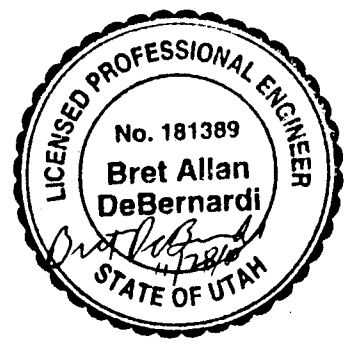


See Se
(secon
row is
below

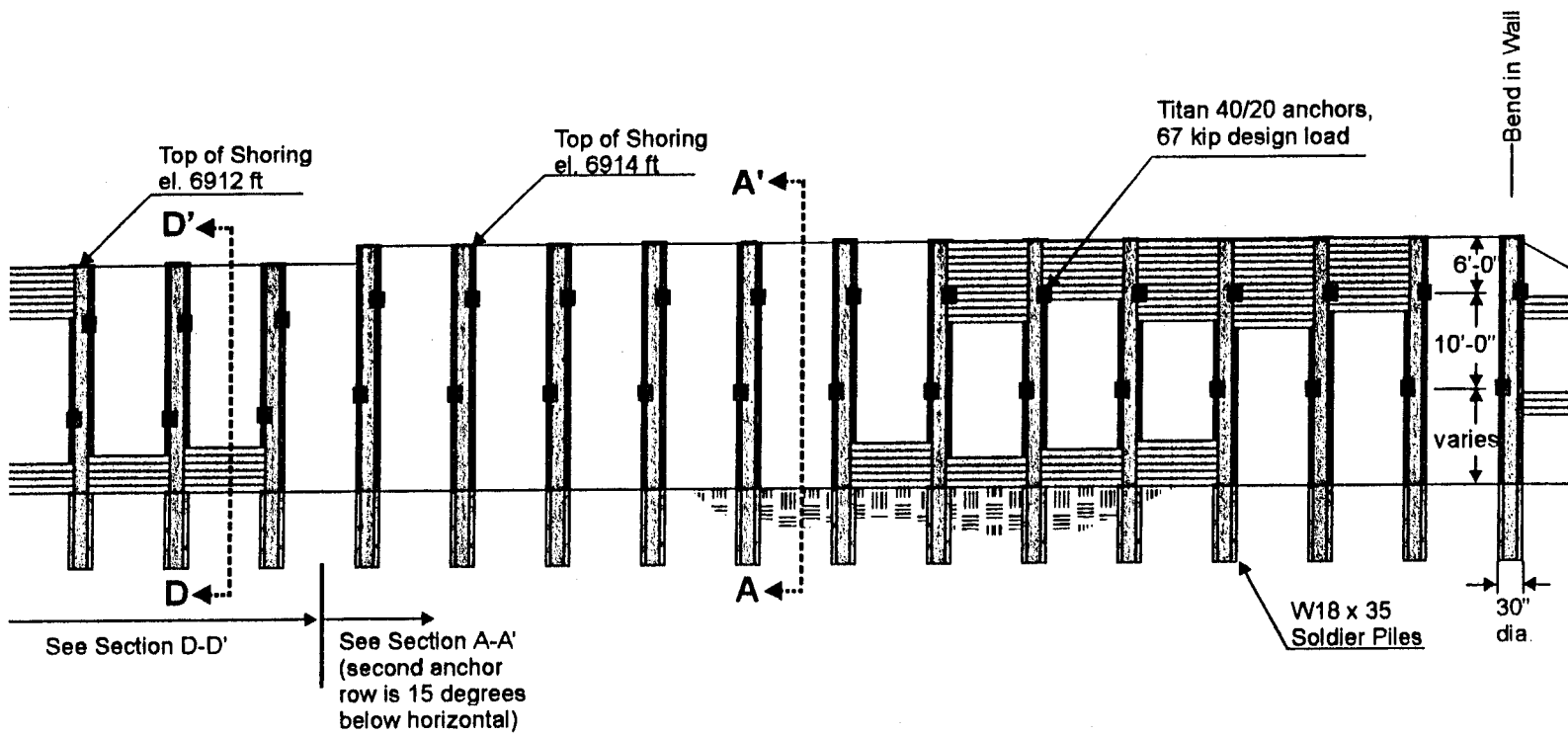
(W



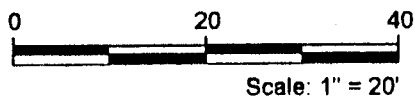
00590402 Bk01374 Pg01194




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

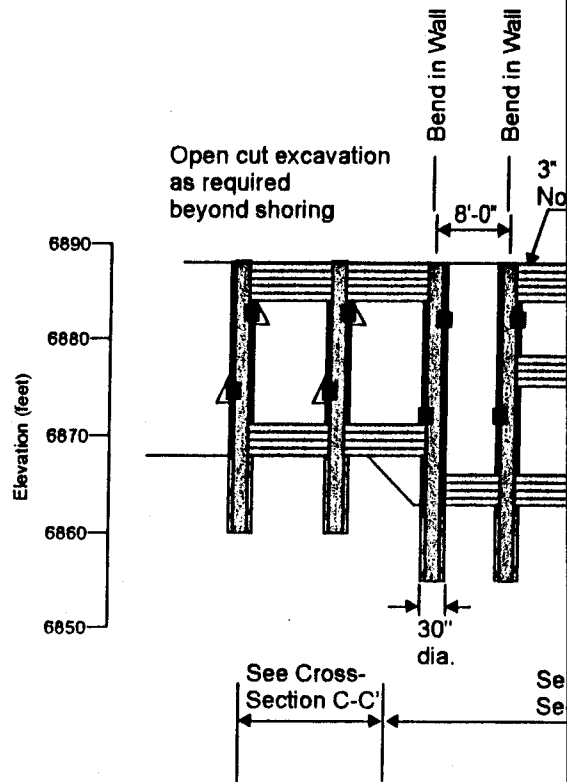
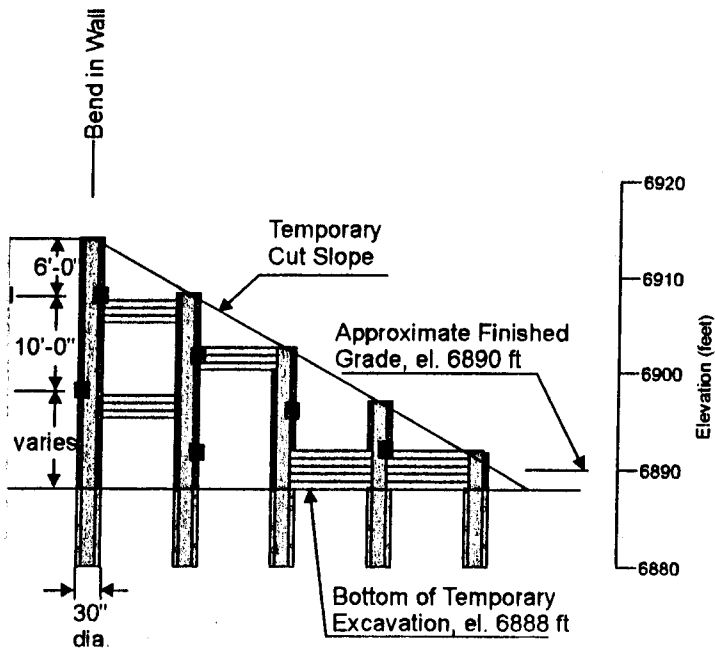


**Elevation View
(West and North Wall)**



00590402 Bk01374 Pg01195

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



Legend

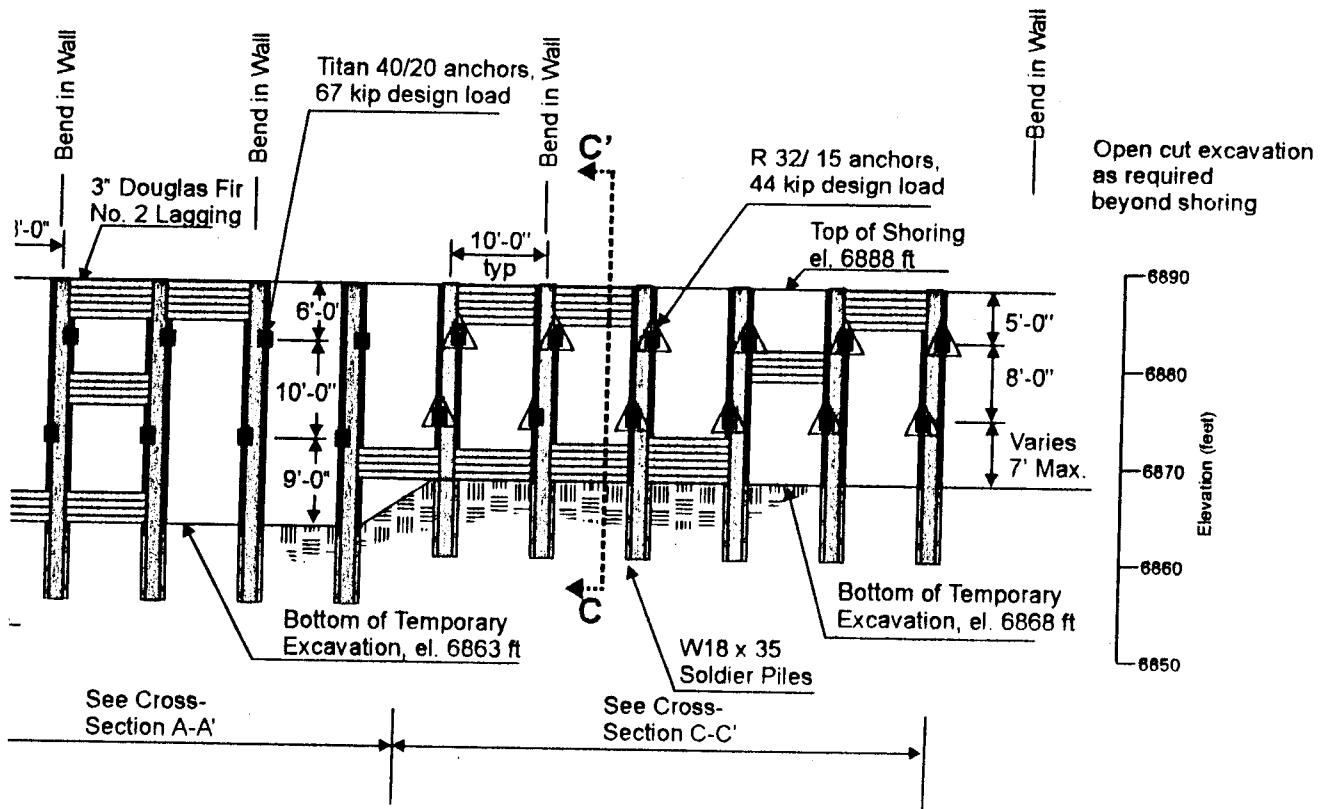
- Titan 40/20 Anchors
- ▲ R 32/15 Anchors

00590402 Bk01374 Pg01196

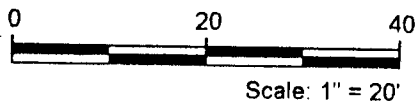
oring Contractor
 echo, Inc
 City, Utah - (801) 973-2035

designed by
 HNICAL DESIGN SERVICES INC.
 ke City, Utah (801)562 1047 phone/562 8702 fax

Plan View and
Temporar
Westgate at The Can
for Bec



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



00590402 Bk01374 Pe01197

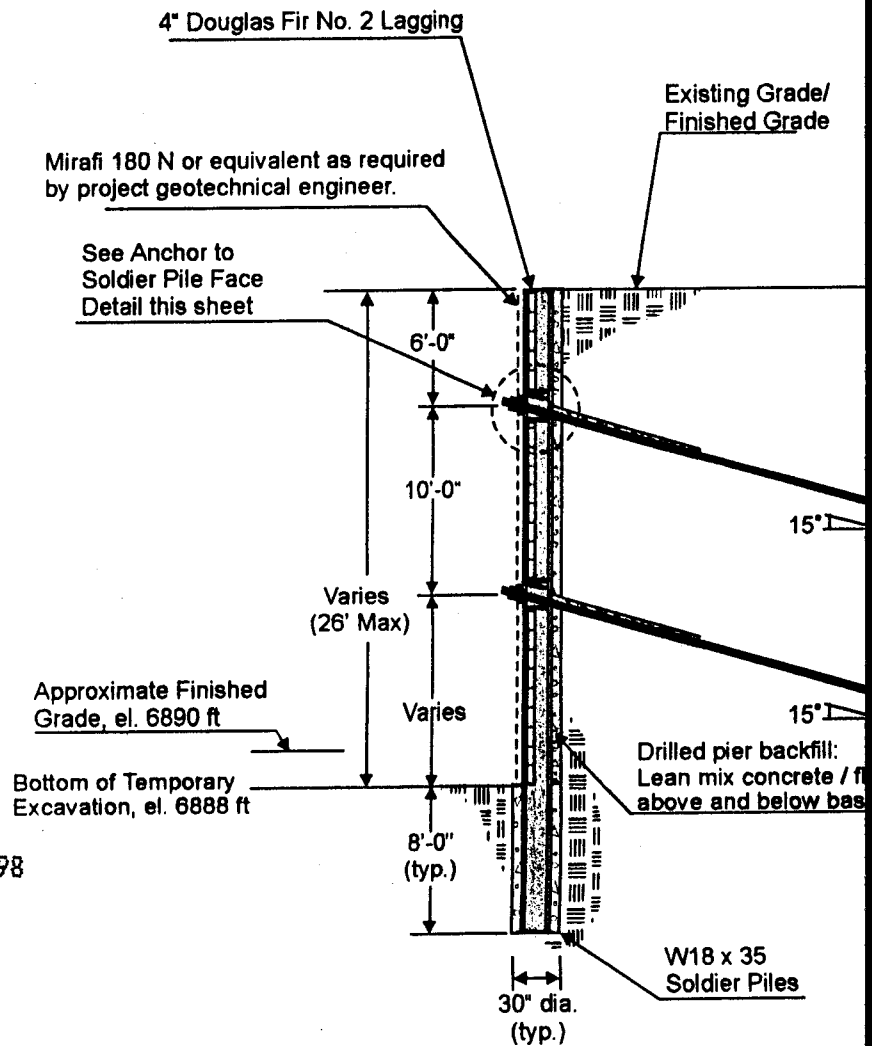
**and Elevation Views
Temporary Shoring
Canyons, Park City, Utah
Becho, Inc.**

PROJECT NO:
012-00-61

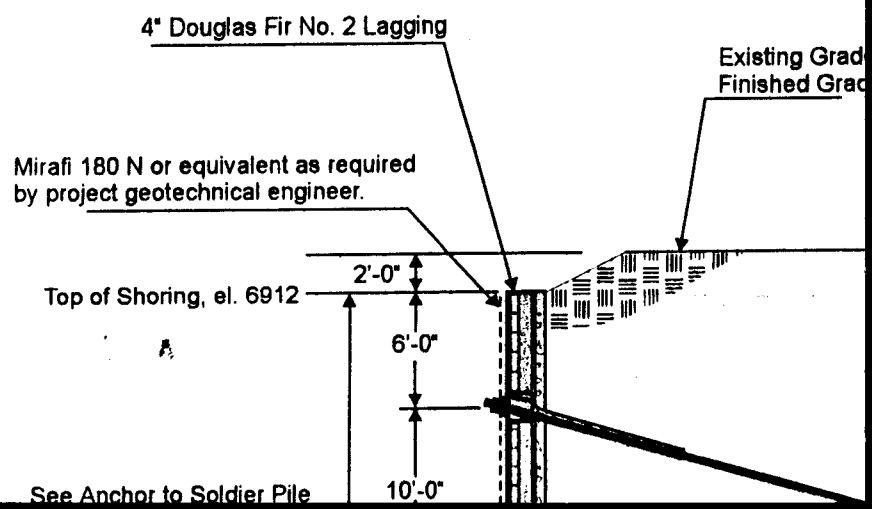
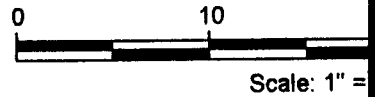
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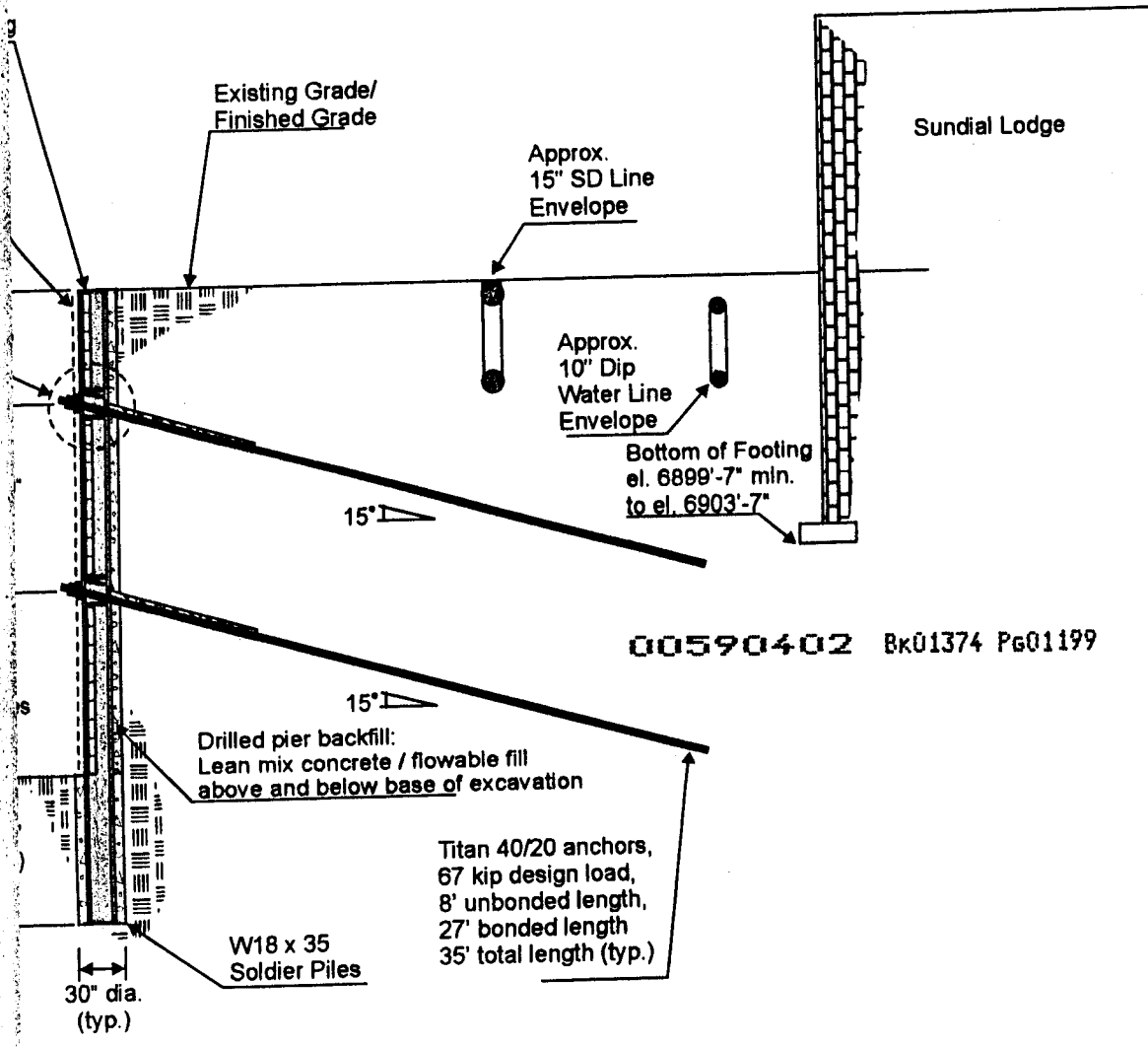
1 of 2

00590402 Bk01374 Pg01198



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

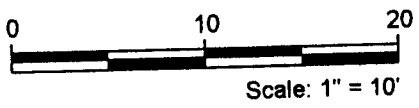




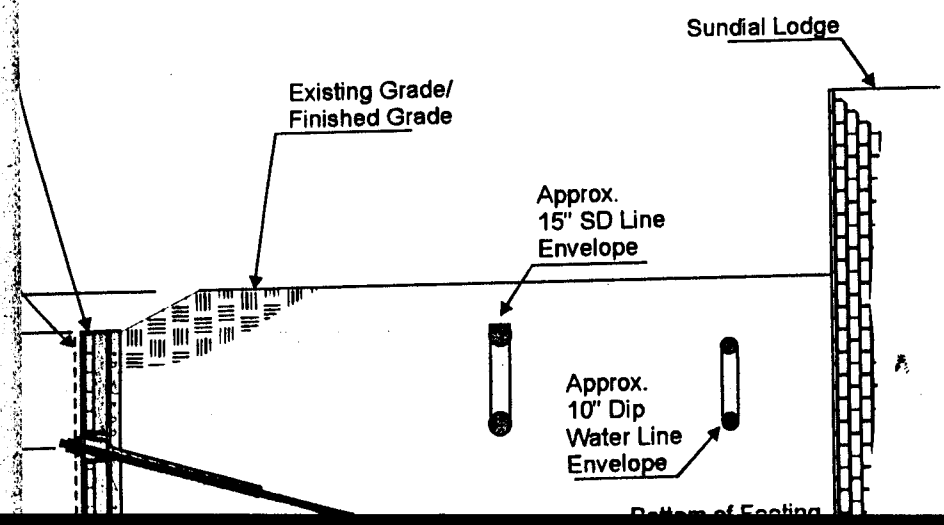
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00590402 Rk01374 Pg01199

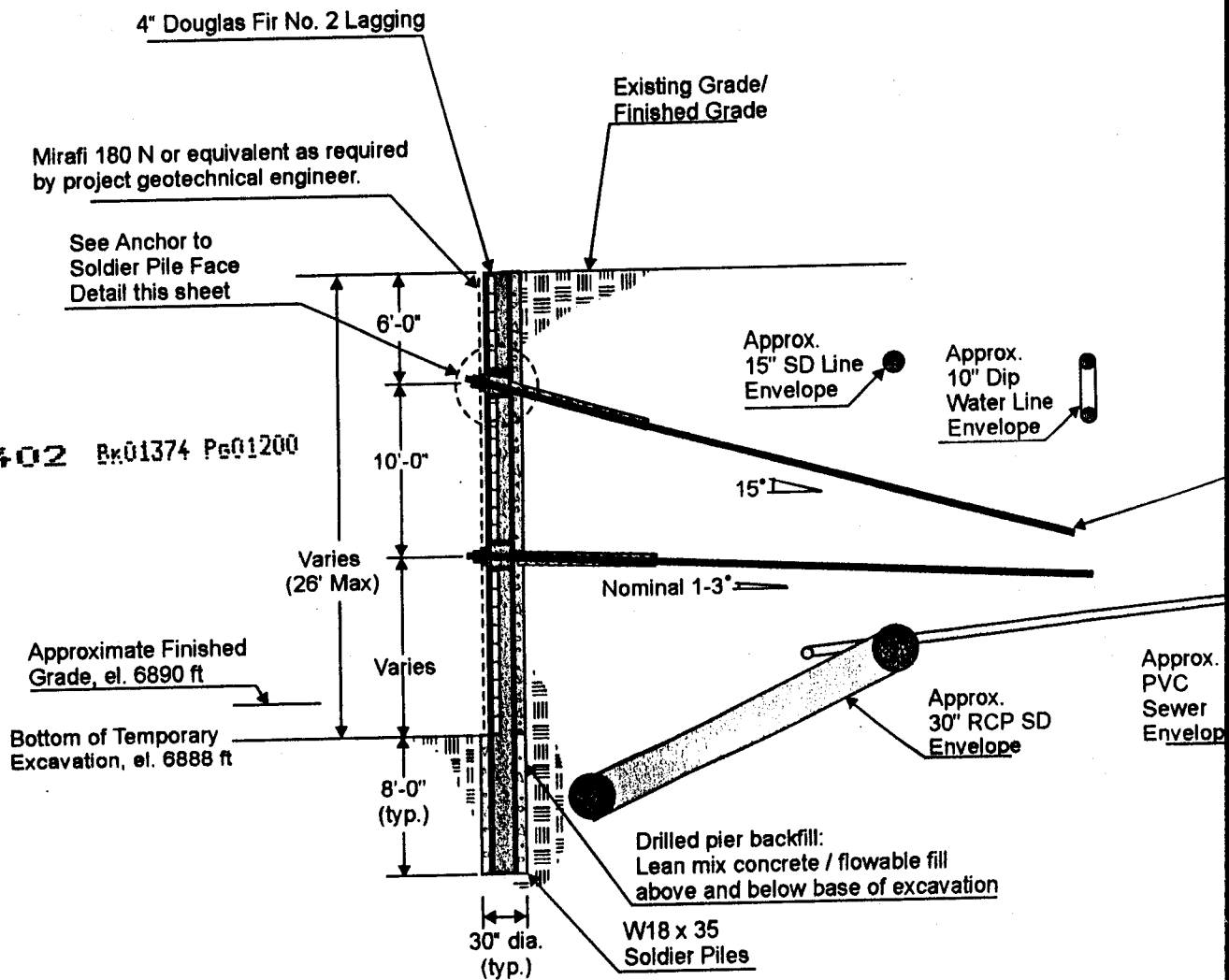
Cross-Section A-A'
Wall and Northern Portion of West Wall



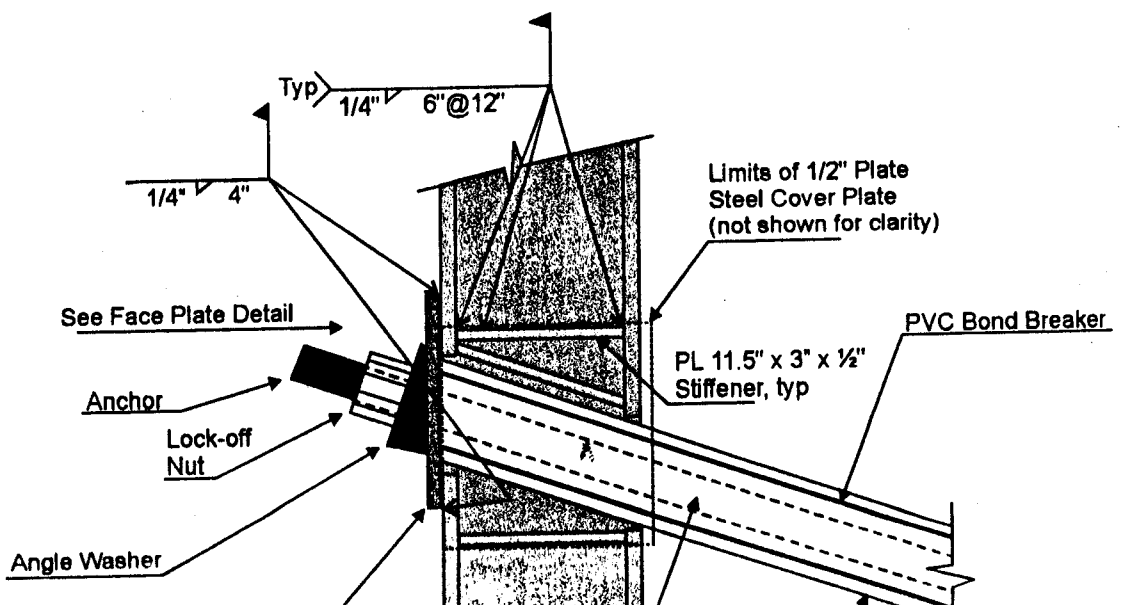
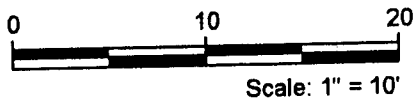
~~00590402 Rk01374 Pg01201~~



00590402 Bx01374 Pg01200



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



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

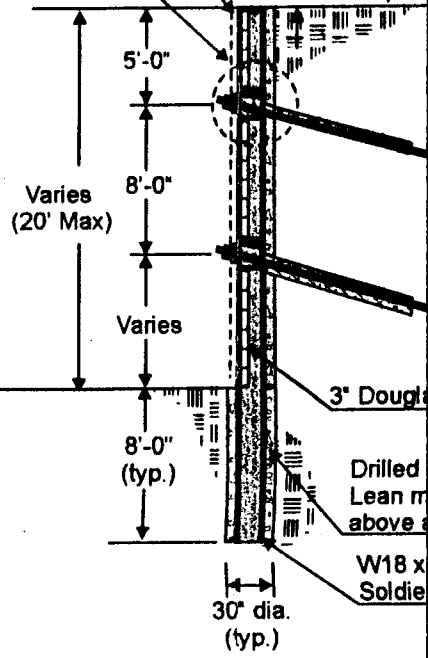
See Anchor to Soldier Pile Face Detail this sheet

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

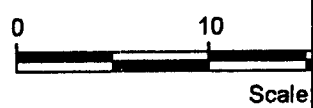
00590402 Bk01374 Pg01201

Approx. PVC Sewer Envelope

Bottom of Temporary Excavation, el. 6868 ft



Cross-Section (Elevator Tunnel)



~~00590402 Bk01374 Pg01201~~

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

General Notes

1. All layout data and location information to be shown on "Shoring Easement Plans" by State of California.
2. All concrete placed in drilled pier shall consist of lean mix concrete or flowable fill.
3. Anchors to be R 32/15 or Titan Cement Type III and have a minimum design load of 67 kips.

00590402 Bk01374 Pg01202

Existing Grade
Elevation 6888 ft

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

15°

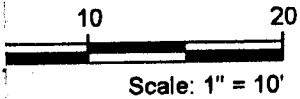
3" Douglas Fir No. 2 Lagging

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

W18 x 35
Soldier Piles

dia.
(typ.)

Section C-C'
(Elevator Tunnel)



ES

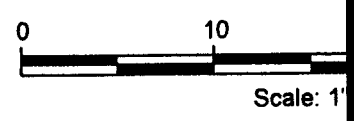
and location information provided by Wadman Construction and
ment Plans" by Stantec dated 9/11/00.

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.

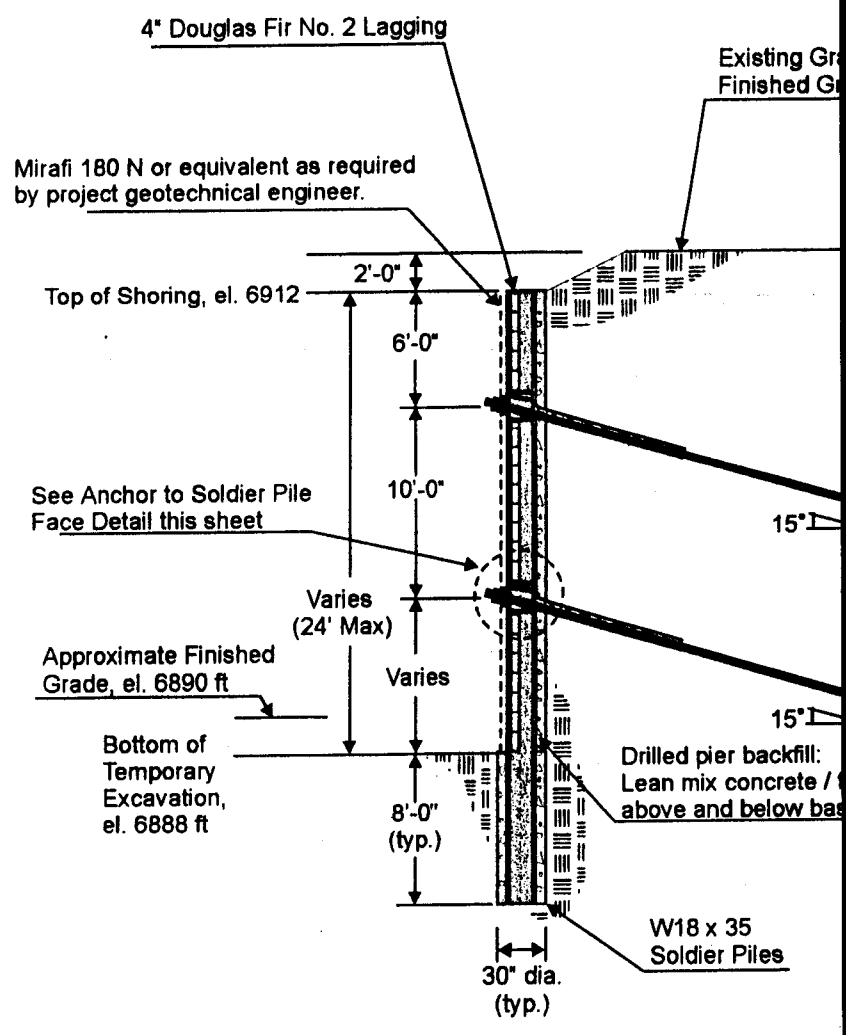
Use R 32/15 or Titan 40/20 self grouting anchors. Grout to be Portland
cement and have a minimum 28 day strength of 3,000 psi and a water-

W18 x 35
Soldier Piles
30" dia.
(typ.)

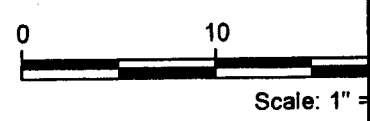
Cross-Section A-A
(North Wall and Northern Portion of ...)



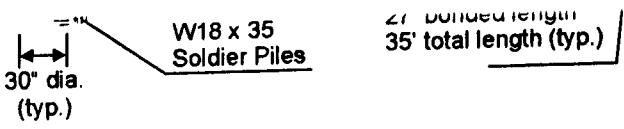
00590402 Bx01374 Ps01203



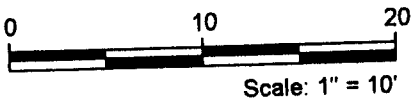
Cross-Section D-D
(West Wall, Southern Portion of ...)



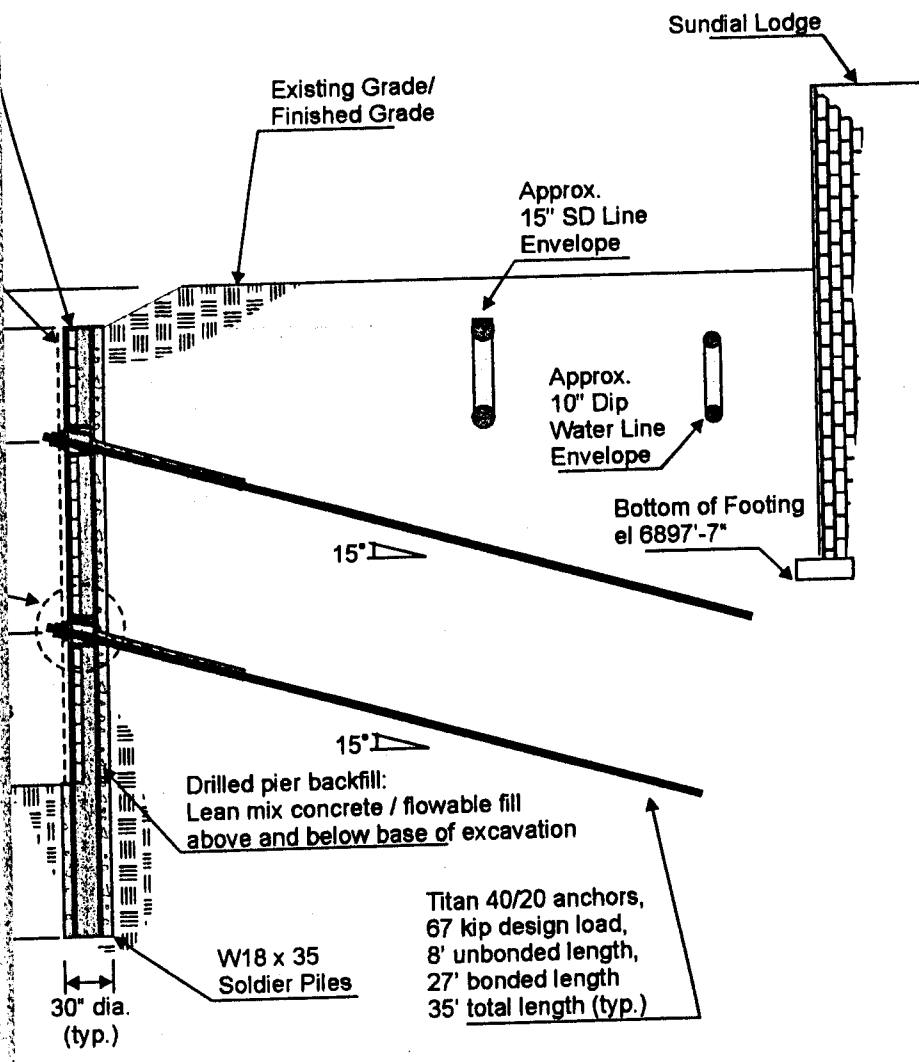
REV. NO.	DATE	BY	DESCRIPTION
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2	11/3/00	BAD	Change shoring to temporary only, reduce anchor length
3	11/28/00	BAD	Change anchor lengths to 35 feet



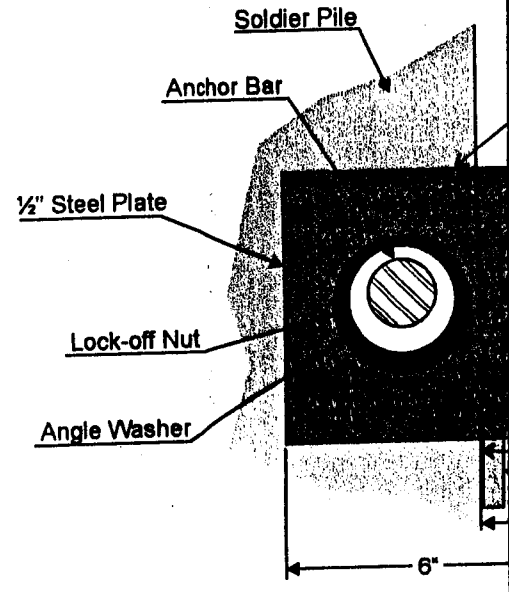
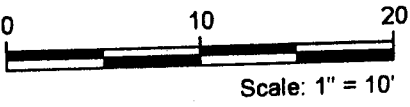
**Cross-Section A-A'
Wall and Northern Portion of West Wall**



00590402 Bk01374 Pn01204



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



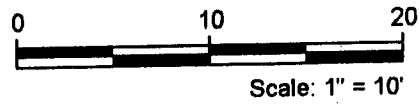
Face Plate for Anchor



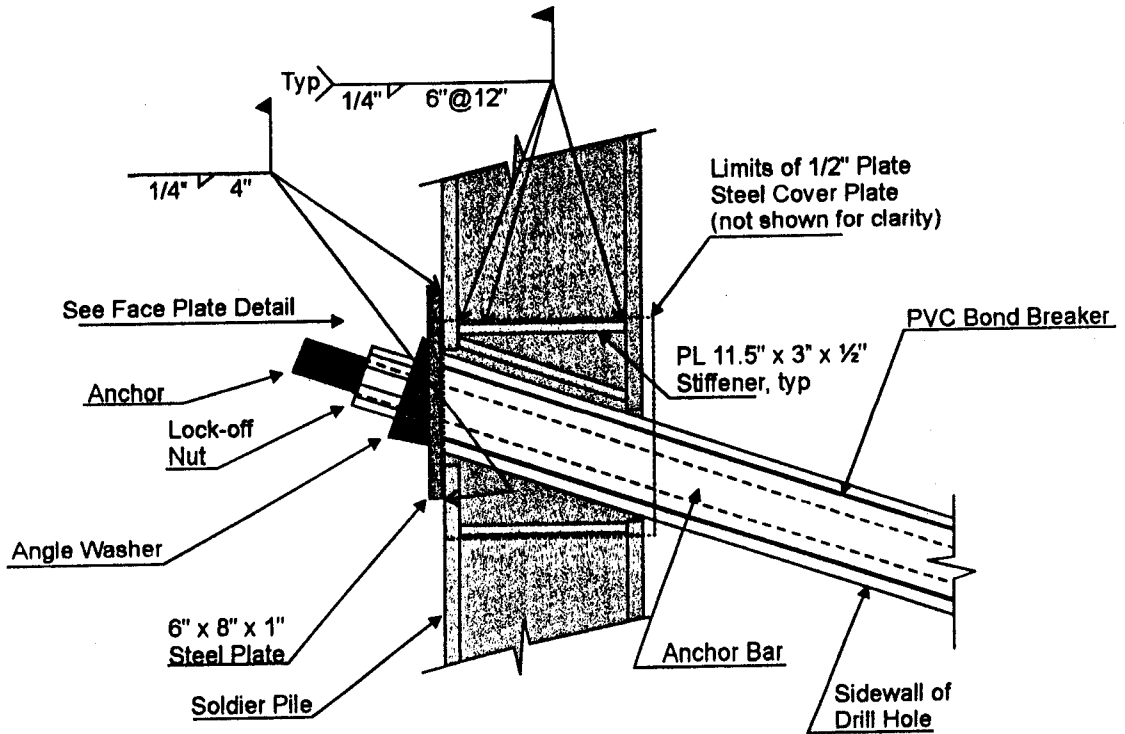
D-D' and misc. Notes
ing to temporary only, reduce anchor lengths
r lengths to 35 feet

above and below base of excavation
 30" dia. (typ.)
 W18 x 35
 Soldier Piles

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

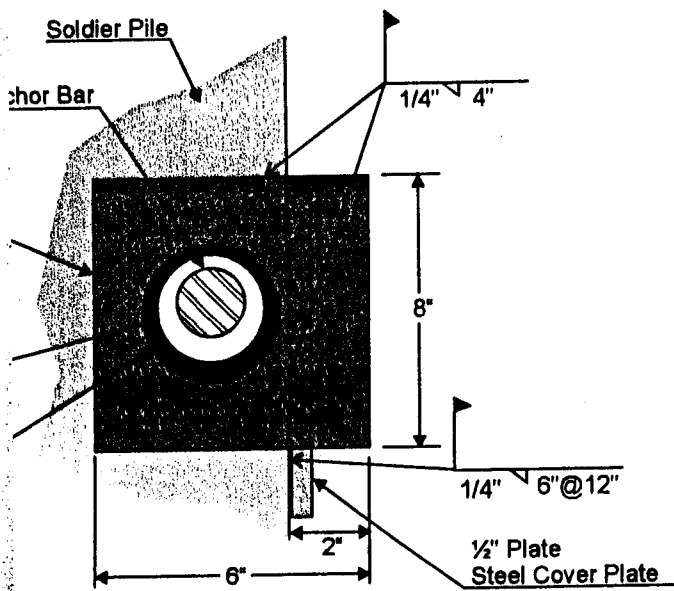


00590402 Bk01374 Pg01205



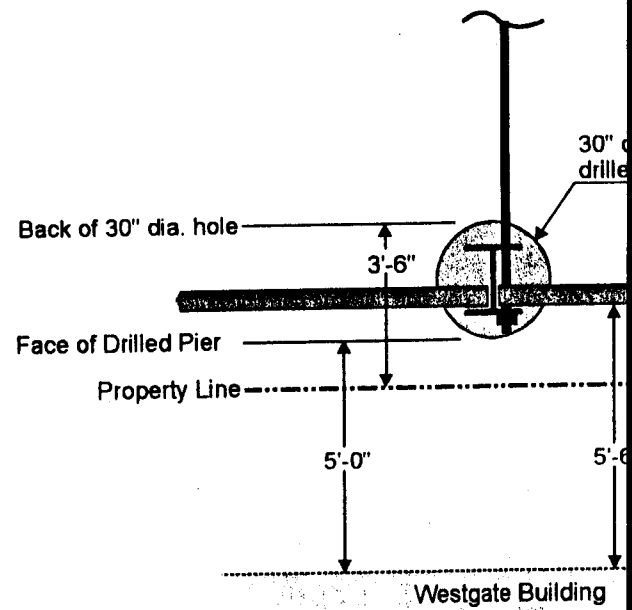
**Anchor to Soldier Pile
 Face Detail**

nts



Face Plate for Anchors Detail

nts



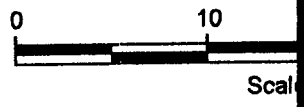
**Detail 1
 Shoring Layout**

~~00590402 Bk01374 Pg01205~~

DESIGN BY:	DRAWN BY:	DATE:
BAD	LAJ	Sept 22, 2000
CHKD. BY:	APPR. BY:	LATEST REVISION
		Nov. 28, 2000
		SCALE:

Shoring Contractor
Becho, Inc
 Salt Lake City, Utah - (801) 973-2035
 designed by
GEOTECHNICAL DESIGN SERVICES INC.

**Cross-Section
(Elevator Tun**



00590402 Bk01374 Pg01206

Construction Sequence

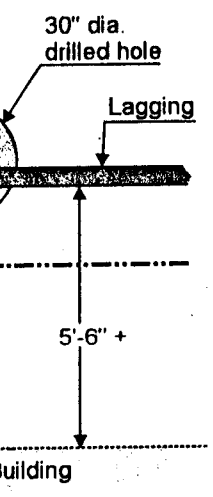
1. Drill and install all soldier piling to the required depth, from existing grade. Backfill pier with lean mix concrete or flowable fill.
2. Begin excavation. Install lagging. Maximum height of soil exposed prior to lagging placement dictated by consistency of site soils, but no more than 4 feet. Grout 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 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 info "Shoring Easement Plans" by S
2. All concrete placed in drilled pi consist of lean mix concrete or
3. Anchors to be R 32/15 or Titan Cement Type III and have a cement ratio not to exceed 0 Anchors to use 4" clay bits may be used. Anchors are to achieve better quality bond.
4. Weep holes and filter fabric ma engineer. These items are not
5. Conflicts between these plans by Geotechnical Design Servic
6. All welds to be with E70XX ele (AWS) "Structural Welding Co
7. All plate steel and structural st according to AISC Standards.
8. Excavation to be inspected by bracing may be installed, at er additional bracing or alter plan
9. All utilities and other subsu by General Contractor prior
10. Soils have been assumed for tieback lengths may be reduc conditions by GDS.
11. Pile embedments shown (8 ft the base of excavation, a min
12. Contractor is responsible for Variations from the layouts e with the express written conse field made without this conse

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.**



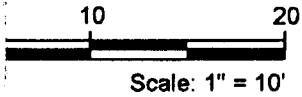
out
nts

~~00590402 Bk01374 Pg01206~~

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

(typ.)

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



00590402 Bx01374 Pg01207

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.

e R 32/15 or Titan 40/20 self grouting anchors. Grout to be Portland
ill 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.
se 4" clay bits unless rock is visibly encountered where standard rock bits
Anchors are to be worked in and out of the hole a minimum of 10 times to
r quality bond.

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

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

with E70XX electrodes, in conformance with American Welding Society
ural Welding Code", AWS D1.1.

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

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

nd other subsurface structures to be identified and field verified
ontractor prior to shoring installation.

en assumed for full height of shoring. If bedrock is encountered,
hs may be reduced based upon field observations of the subsurface
GDS.

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

responsible for construction of the shoring as detailed on these plans.
m the layouts and details as shown hereon may not be made except with
ess written consent of the design engineer (GDS). Changes made in the
hout this consent shall be done solely at the risk of the contractor.

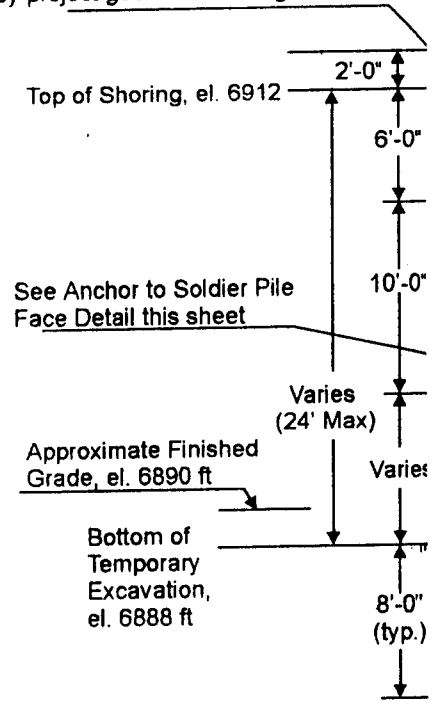
~~00590402 Bx01374 Pg01207~~

ails and General Notes

City, Utah

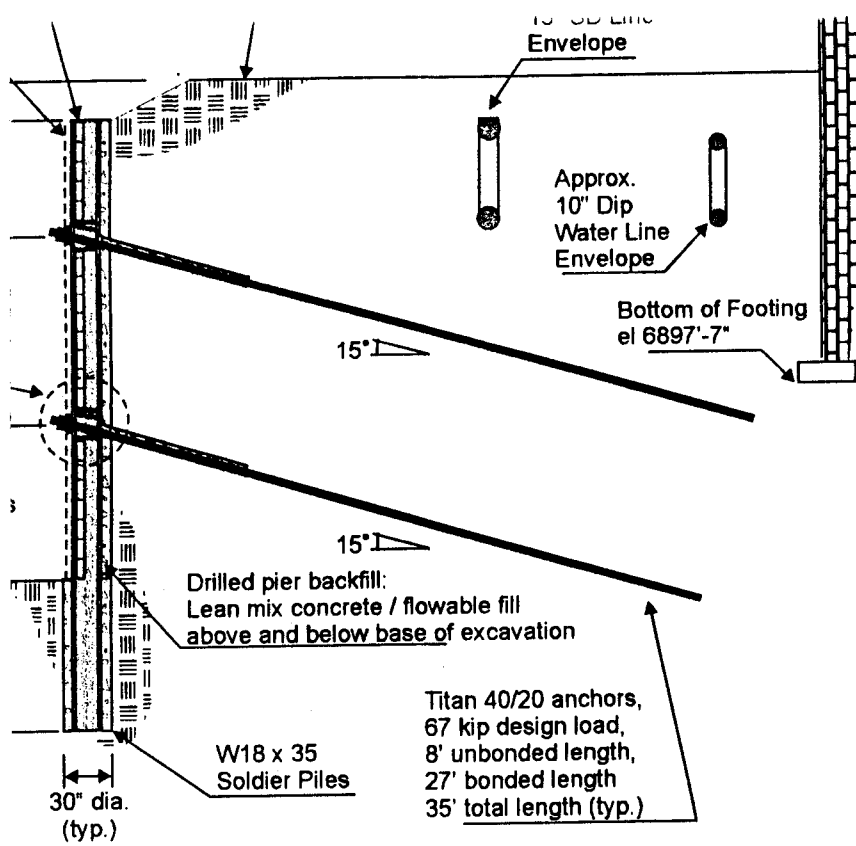
PROJECT NO: 012-00-61
SHEET NUMBER: 2 of 2

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

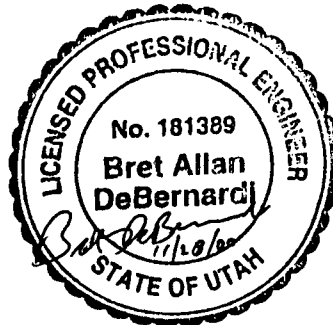
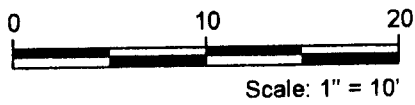


(West W

REV. NO.	DATE	BY	DESCRIPTION
1	10/5/00	BAD	Add Section D
2	11/3/00	BAD	Change shoring
3	11/28/00	BAD	Change anchor



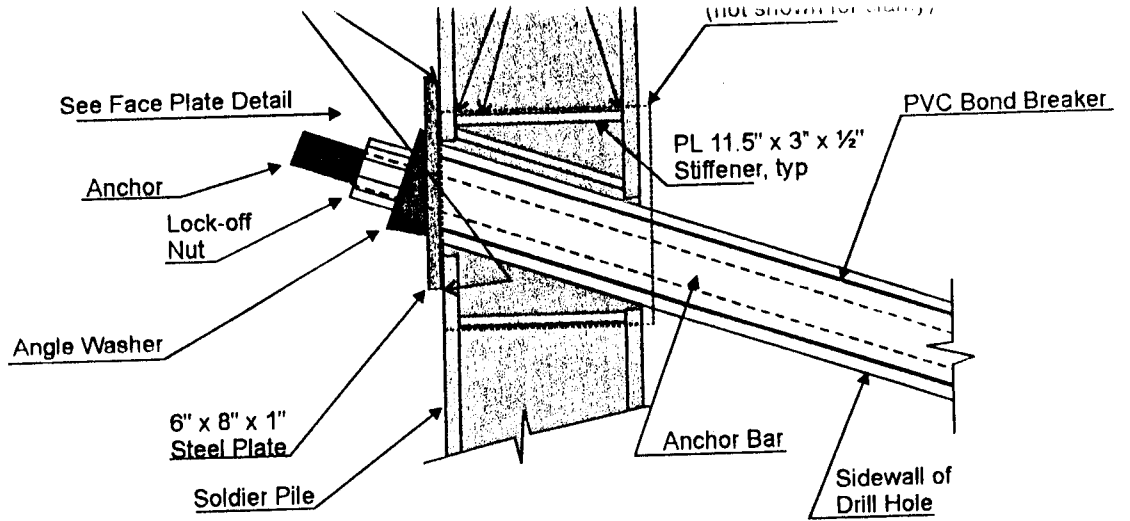
**Cross-Section D-D'
all, Southern Portion of Sundial Lodge)**



00590402 Bk01374 Pg01209

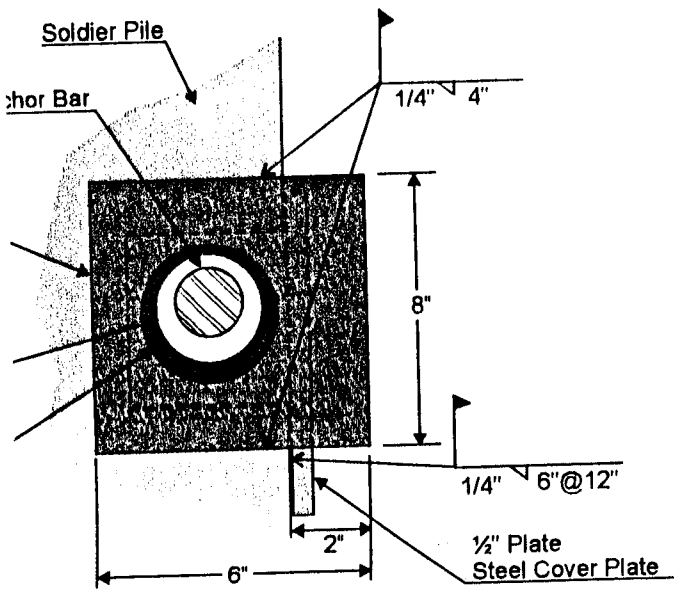
-D' and misc. Notes
 g to temporary only, reduce anchor lengths
 or lengths to 35 feet

An
 1/2" Steel Plate
 Lock-off Nut
 Angle Washer
 Fa



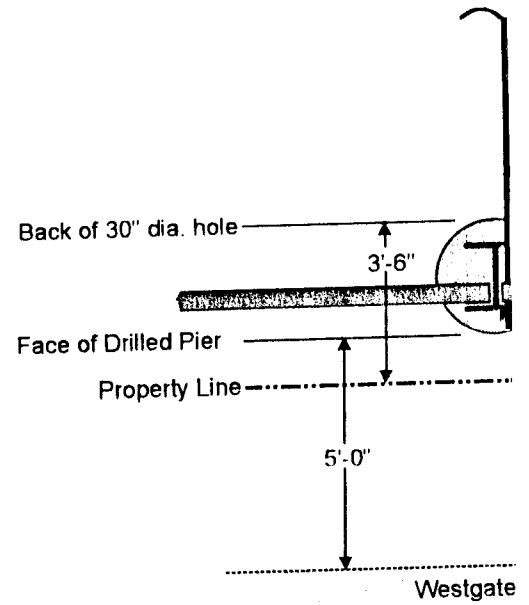
Anchor to Soldier Pile Face Detail

nts




Face Plate for Anchors Detail

nts



Detail 1 Shoring La

00590402 Br01374 Pg01210

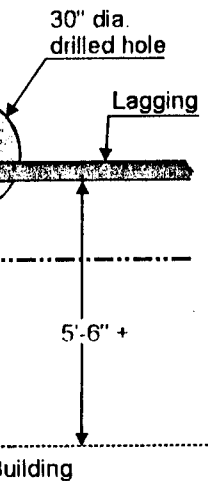
			Shoring Contractor	
			Becho, Inc	
			Salt Lake City, Utah - (801) 973-2035	
			designed by	
			GEOTECHNICAL DESIGN SERVICE	
			Salt Lake City, Utah (801)562-1047 phone/5	
DESIGN BY:	DRAWN BY:	DATE:		
BAD	LAJ	Sept 22, 2000		
CHKD. BY:	APPR. BY:	LATEST REVISION		
BAD	BAD	Nov. 28, 2000		
			SCALE:	
			as noted	

Construction Sequence

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3. Anchors to b Cement Type cement ratio Anchors to u may be used. achieve bette
4. Weep holes ar engineer. The
5. Conflicts betw by Geotechnic
6. All welds to be (AWS) "Struct
7. All plate steel according to A
8. Excavation to bracing may b additional brac
9. All utilities ar by General C
10. Soils have be tieback lengt conditions by
11. Pile embedm the base of e
12. Contractor is Variations fro with the expr field made wi

out
nts

00590402 Bk01374 Pg01211

ES INC.
-8702 fax

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

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.

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00590402 Bx01374 Pg01212

ails and General Notes

k City, Utah

PROJECT NO:
012-00-61

SHEET NUMBER:

2 of 2