

AFTER RECORDING, RETURN TO:

Easy Street Partners, LLC
c/o William Shoaf
4780 Winchester Court
Park City, Utah 84060

00781026 Bk01797 Pg01533-01577

ALAN SPRIGGS, SUMMIT CO RECORDER
2006 JUN 15 15:34 PM FEE \$137.00 BY GGB
REQUEST: EQUITY TITLE

RECORDER'S NOTE

LEGIBILITY OF WRITING, TYPING OR
PRINTING UNSATISFACTORY IN THIS
DOCUMENT WHEN RECEIVED.

CONSTRUCTION EASEMENT AGREEMENT

THIS CONSTRUCTION EASEMENT AGREEMENT (the "Agreement") is made as of June 12 2006, by and between EASY STREET PARTNERS, LLC, a Utah limited liability company ("Easy Street Partners"), and POISON CREEK MERCANTILE CONDOMINIUM ASSOCIATION, a Utah non-profit corporation ("Poison Creek"). Easy Street Partners and Poison Creek, and any assign of each of the foregoing, are herein referred to as a "Party" and are collectively referred to herein as "Parties."

RECITALS

A. Poison Creek owns certain real property located on Heber Avenue in Park City, Utah more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Poison Creek Parcel").

B. Easy Street Partners owns certain real property located on Heber Avenue in Park City, Utah, which is adjacent to the Poison Creek Parcel and is more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Easy Street Partners Parcel").

C. Easy Street Partners has received approval from the city of Park City for a Master Planned Development on the Easy Street Partners Parcel (the "Project").

D. The Project includes the construction of a condominium-hotel with underground parking, which will be accessed from Heber Avenue (the "Hotel").

E. Poison Creek presently is utilizing a storm water drainage system, which is partially located on the Easy Street Partners Parcel and generally runs along the south side of the Poison Creek building (the "Storm Water Flume").

F. In partial consideration for the Easement described herein, and in connection with completion of the Project, Easy Street Partners agrees to improve, rebuild and reconstruct the Storm Water Flume in a manner that complies with all relevant Park City and county building codes.

G. Easy Street Partners desires to grant Poison Creek a perpetual easement and right to utilize the Storm Water Flume on the terms set forth in this Agreement.

H. Easy Street Partners desires to obtain an easement from Poison Creek to utilize a portion of the Poison Creek Parcel on the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by reference and made a part hereof as if fully set forth hereafter as an integral part of this Agreement.

2. **Grant of Construction Easement.** Poison Creek hereby grants to Easy Street Partners, for the use and benefit of the Benefited Parties (as defined below), a non-exclusive easement over, across, through and under a portion of the Poison Creek Parcel, which is depicted on the Site Plan attached hereto as Exhibit C and incorporated herein by reference (the "Construction Easement Area"). The Construction Easement Area generally shall be described as an area that is approximately five (5) feet in width from the edge of the south side of the Poison Creek building to the boundary line for the Easy Street Parcel, and the full length of the south side of the Poison Creek building from the pillar on the southwest corner of the Poison Creek building to two (2) feet beyond the southeast corner of such side of the building.

3. **Use of Construction Easement Area.** Easy Street Partners and the Benefited Parties shall have the right to use the Construction Easement Area for the purposes of ingress and egress to the Easy Street Parcel by construction equipment and personnel, to excavate and place shoring for the Hotel, and to locate the Storm Water Flume and utilities servicing the Poison Creek Parcel (the "Construction Easement"). The Construction Easement Area will contain no permanent structures of any kind constructed by Easy Street Partners, which have not been preapproved in writing by Poison Creek, except for the improvements identified on Exhibit D.

4. **Easement Appurtenant to Easy Street Partners Property; Benefited Parties.** The Construction Easement and the other rights granted herein shall be appurtenant to the Easy Street Partners Parcel and shall be for the use and benefit of Easy Street Partners, its successors and assigns, the general contractor and subcontractors of Easy Street Partners or its successors and assigns, and the managers, members, licensees, employees, representatives, agents, contractors, guests and invitees of any of the foregoing (the "Benefited Parties"). In addition, the City of Park City shall be deemed a Benefited Party for emergency purposes. For the purposes of the Construction Easement and rights set forth herein, the Easy Street Partners Parcel will constitute the dominant estate, and the Poison Creek Parcel will constitute the servient estate.

5. **Relocation of Utilities.** The Parties acknowledge that the lines for certain of the utilities, including, without limitation, cable television and telephone, may be located on the Easy Street Partners Parcel (the "Utility Lines"). Poison Creek hereby grants Easy Street Partners, its successors or assigns the right to relocate without disruption of service, at Easy Street Partners' sole cost and expense, such Utility Lines to an area to be approved in writing by Poison Creek within the Construction Easement Area. Poison Creek's failure to object in writing to Easy Street Partners' proposed location of Utility Lines within ten (10) days of receiving written information of the proposed location shall be deemed Poison Creek's approval of such location.

6. Storm Water Flume. Poison Creek presently is utilizing the Storm Water Flume to handle the storm water drainage for the Poison Creek Parcel. A portion of the Storm Water Flume is located on the Easy Street Parcel. Easy Street Partners intends to upsize the Storm Water Flume and construct it in such a manner as to comply with current Park City and/or Summit County building codes for use by the Easy Street Parcel and the Poison Creek Parcel, all at Easy Street Partner's sole cost and expense. In consideration for Poison Creek's grant to Easy Street Partners of the rights and benefits outlined in this Agreement, Easy Street Partners hereby agrees to grant Poison Creek a perpetual easement to utilize the Storm Water Flume upon its completion. Poison Creek hereby grants Easy Street Partners, and its successors in interest, a perpetual easement to enter the Construction Easement Area for the purpose of servicing, repairing or maintaining the Storm Water Flume. If Easy Street Partners (or its successors in interest) are required to service or repair the Storm Water Flume, Easy Street Partners (or its successors) agrees to restore the landscaping and surface improvements to a condition comparable to the condition that existed at the time such repairs or maintenance were performed.

7. Repair of Construction Easement Area. At such time as Easy Street Partners has completed construction of the Hotel, Easy Street Partners shall repair the surface of the Construction Easement Area, at Easy Street Partners' sole cost and expense, to a condition comparable to the condition the property existed at the time that construction of the Project commenced, all according to the written instructions of Poison Creek given to Easy Street Partners prior to completion of the Hotel. If Poison Creek fails to provide such written instructions to Easy Street Partners within ten (10) days of Easy Street Partners' written request for such instructions, Easy Street Partners may perform such repairs without written instructions from Poison Creek. Such obligation shall include, without limitation, the replacement of landscaping and a sprinkler system, if any, presently in existence on the Poison Creek Parcel. The Parties agree that with the exception of replacing the landscaping as itemized herein, all other activities to be conducted in the Construction Easement Area shall be completed by December 1, 2006.

8. Indemnification. Easy Street Partners shall indemnify and hold Poison Creek harmless from and against any loss, cost, damage or expense, including claims for death or injury to person or damage to property, and including without limitation attorneys' fees and court costs, which may arise out of or in connection with or by reason of use of the Construction Easement Area by Easy Street Partners or the Benefited Parties. Not in limitation of the generality of the foregoing, Easy Street Partners agrees that it has, prior to conducting any activities in the Construction Easement Area, made a thorough inspection of the exterior of the Poison Creek building including the foundation at ground level acknowledges there is no evidence of water of draining into any portion of the Poison Creek building. Attached to this Agreement as Exhibit E are photographs of the exterior of the Poison Creek building. Easy Street Partners will supplement Exhibit E with photographs of the foundation on the south side of the Poison Creek building when Easy Street Partners performs its excavation in the Construction Easement Area. Easy Street Partners hereby covenants to remedy and repair in a commercially reasonable manner any damage to the Poison Creek building not reflected in Exhibit E (normal wear and tear excluded), or any water drainage into the Poison Creek building which is caused by the action or inaction of Easy Street Partners, or any party working through, for, or on behalf of Easy Street Partners.

9. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Construction Easement Area or the Construction Easement to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

10. **Duration.** Except for Easy Street Partners' right to perform repairs and maintenance on the Storm Water Flume as set forth in Section 5 above, the rights granted to Easy Street Partners (and its successors) to utilize the Construction Easement Area shall terminate at such time as Easy Street Partners, its successors or assigns receive a permanent Certificate of Occupancy for the Hotel. Construction activities except for the landscaping obligations itemized herein shall be completed on or before December 1, 2006.

11. **Modification.** Any provision, covenant, condition or restriction contained in this Agreement may be modified or amended by agreement of Poison Creek and Easy Street Partners, their successors or assigns. No modification or amendment of this Agreement will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the Office of the Recorder of Summit County, State of Utah.

12. **No Partnership.** The parties hereto do not, by this Agreement, become partners or joint venturers of each other in the conduct of their respective businesses, or otherwise.

13. **Compliance.** Failure of a party hereto to insist upon strict performance of any provision hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

14. **Successors.** All provisions of this instrument, including the benefits and burdens, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns.

15. **Applicable Law.** This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

16. **Costs, Expenses and Remedies Upon Breach.** In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Poison Creek and Easy Street Partners acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the event of certain defaults.

17. **Cooperation.** The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the subject matter of this Agreement.

18. Notice. Any notice, demand, request, consent, submission, approval, designation, or other communication which either party is required or desires to give to the other shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, addressed to the other party at the following address, or such other address as indicated in writing by such party:

If to Easy Street Partners:

Easy Street Partners, LLC
c/o William Shoaf
4780 Winchester Court
Park City, Utah 84060

If to Poison Creek:

Poison Creek Mercantile Condominium Association
c/o James C. Ziter, Attorney at Law
5420 South Green Street
Murray, Utah 84123

With a copy to:

R & R Properties
Attn: Rhonda Sideris
P.O. Box 827
Park City, Utah 84060

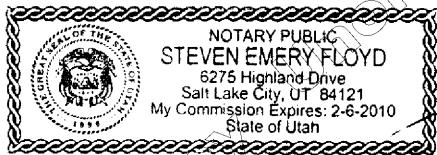
Notice shall be deemed given if by first class mail three (3) days after deposit in a mail box, if by overnight or express mail delivery one (1) day after delivery to such overnight service, and if by facsimile transmission one (1) business day after successful facsimile transmission.

19. Good Standing; Authority. The Parties hereby represent and warrant to one another as follows: (i) each of the Parties is duly formed and validly existing under the laws of its state of organization and is qualified to do business in the State of Utah; and (ii) the individuals executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

20. Counterparts. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.



POISON CREEK MERCANTILE CONDOMINIUM ASSOCIATION

By Jessica
Name: Jessica Loyola
Its: Copy

STATE OF UTAH)
COUNTY OF Salt Lake)
ISS.

The foregoing Construction Easement Agreement was acknowledged before me this 12th day of June, 2006, by Tony Toyoda, the Board Member of POISON CREEK MERCANTILE CONDOMINIUM ASSOCIATION, a Utah non-profit corporation.

NOTARY PUBLIC

BK1797 PG1538

EASY STREET PARTNERS, LLC,
a Utah limited liability company

By: Easy Street Mezzanine LLC,
a Delaware limited liability company
Its: Sole Member and Manager

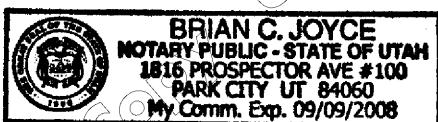
By: Easy Street Holding, LLC,
a Utah limited liability company
Its: Sole Member and Manager

By: AVG-SL, LLC,
a Utah limited liability company
Its: Manager

By: 
William Shoaf
Its: Manager

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

The foregoing Construction Easement Agreement was acknowledged before me this 12
day of June, 2006, by William Shoaf, the Manager of AVG-SL, LLC, the Manager of Easy
Street Holding, LLC, a Utah limited liability company, the sole Member and Manager of Easy
Street Mezzanine, LLC, a Delaware limited liability company, the sole Member and Manager of
Easy Street Partners, LLC, a Utah limited liability company, who signed on behalf of said
company.




NOTARY PUBLIC

BK1797 PG1539

EXHIBIT A

Legal Description of the Poison Creek Parcel

All Units of

POISON CREEK MERCANTILE, A UTAH CONDOMINIUM PROJECT LOCATED IN
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND
MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PCM-C-101

PCM-C-F

PCM-C-102

PCM-C-G

PCM-C-103

PCM-C-104

PCM-C-105

PCM-C-106

PCM-C-A

PCM-C-B

PCM-C-C

PCM-C-D

PCM-C-E

EXHIBIT B

Legal Description of the Easy Street Partners Parcel

All Units of

UNION SQUARE, A UTAH CONDOMINIUM PROJECT LYING WITHIN THE
NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2
SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT
COUNTY, UTAH

See attached for Tax ID Nos

~~USC - 106, USC - 107~~
~~USC - 201, 202, 203, 204, 205, 206, 207~~
~~USC - 301, 302, 303, 304, 305, 306, 307~~
~~USC - 401, 402, 403, 404, 405, 406, 407~~
~~USC - 501, 502, 503, 504, 505, 506, 507~~

UNIFORM RECORDATION SYSTEM
PARCEL OWNERSHIP SEARCH

LN ACCOUNT-SQ SERIAL NUMBER
01 0433700-99 USC-HOTEL
02 0433718-99 USC-SPA
03 0433726-99 USC-SKY CLUB LOUNGE
04 0433734-99 USC-EASY STREET
05 0433742-99 USC-DEPOT
06 0433494-99 USC-106
07 0433544-99 USC-202/102
08 0433676-99 USC-204/104
09 0433502-99 USC-206
10 0433551-99 USC-207/307
11 0433569-99 USC-209
12 0433577-99 USC-301/201
13 0433585-99 USC-303/203
14 0433593-99 USC-305/205

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RECORD7, JFK

OWNER NAME	ACRES	YR
EASY STREET PARTNERS LLC	.00	07
EASY STREET PARTNERS LLC	.00	07
EASY STREET PARTNERS LLC	.00	07
EASY STREET PARTNERS LLC	.00	07
EASY STREET PARTNERS LLC	.00	07
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5 = Print All Names/Addresses Displayed		
6 = Return to Parcel Owner Query Menu		

UNIFORM RECORDATION SYSTEM
PARCEL OWNERSHIP SEARCH

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02 0433601-99 USC-309
03 0433619-99 USC-401/501
04 0433668-99 USC-402/302
05 0433627-99 USC-403/503
06 0433684-99 USC-404/304
07 0433635-99 USC-405/505
08 0433528-99 USC-406
09 0433643-99 USC-502/602
10 0433692-99 USC-504/604
11 0433650-99 USC-506/606
12 0433536-99 USC-507

OWNER NAME	ACRES	YR
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AS DISCLOSED BY THE PUBLIC REC	.00	07
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Select:

4 = Select Line to Print Name/Address

5 = Print All Names/Addresses Displayed

6 = Return to Parcel Owner Query Menu

** No More! **

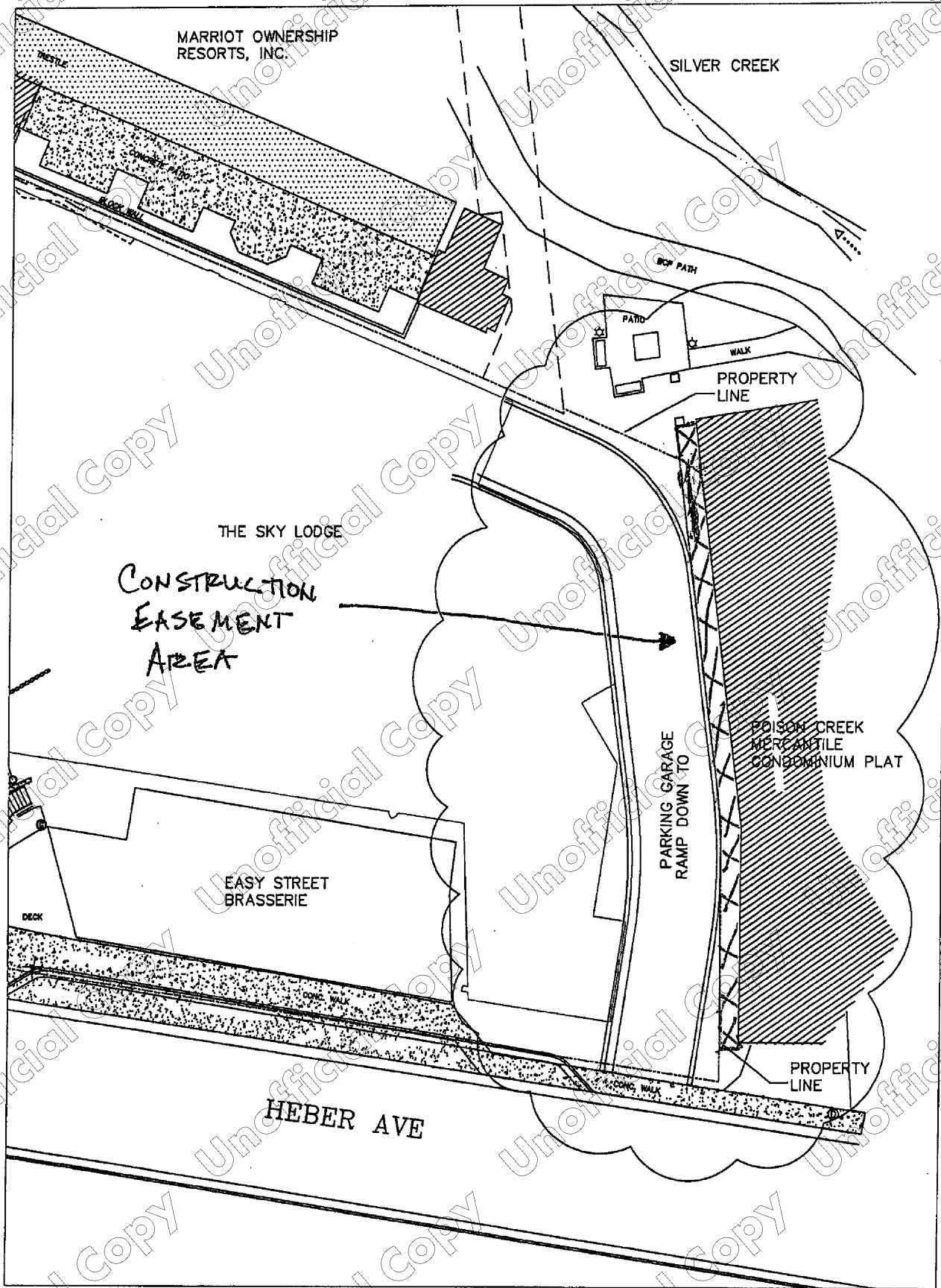
RECORD7, JFK

BK1797 PG1543

EXHIBIT C

Site Plan of the Construction Easement Area

[Attached]



BK1797 PG1545

EXHIBIT D

Diagrams of Permanent Improvements in Construction Easement Area

[Attached]

B66-11245

TEMPORARY SHORING
SKY LODGE
EASY STREET PLAZA
PARK CITY, UT

REVIEWED BY JACOBSEN
CONSTRUCTION CO., INC.
Log # 02302-02
for final APPROVAL

RECEIVED
PARK CITY MUNICIPAL CORP
APR 11 2006

BUILDING DEPT.

SHEET NO. DRAWING TITLE

SHEET 9 ELEVATION E TO G PAGE 3

SHEET 10 ELEVATION G TO H PAGE 1

SHEET 11 ELEVATION G TO H PAGE 2

SHEET 12 ELEVATION I TO F

SHEET 13 CROSS SECTIONS AND DETAILS PAGE 1

SHEET 14 CROSS SECTIONS AND DETAILS PAGE 2

SHEET 15 CROSS SECTIONS AND DETAILS PAGE 3

SHEET 16 CROSS SECTIONS AND DETAILS PAGE 4

SHEET 17 CROSS SECTIONS AND DETAILS PAGE 5

SHEET NO. DRAWING TITLE

SHEET 1 DRAWING INDEX

SHEET 2 GENERAL NOTES

SHEET 3 SITE PLAN

SHEET 4 ELEVATION A TO B

SHEET 5 ELEVATION B TO D PAGE 1

SHEET 6 ELEVATION B TO D PAGE 2

SHEET 7 ELEVATION E TO G PAGE 1

SHEET 8 ELEVATION E TO G PAGE 2

Y

DRAWING INDEX

REVISION DATE

DRAWN:

DESCRIPTION

DATE DRAWN

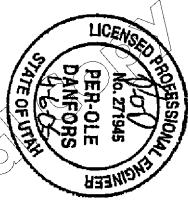
REVISION

POD

APPROVED

CUT

POD



PDA

ADVANCED

SHORING &

ENGINEERING INC.-UNDERPINNING INC.

DRAWING INDEX

TEMPORARY SHORING

SKY LODGE

PARK CITY, UTAH

Project Number
08P-019

Sheet Number
1 of 17

BK1797 PG1547

GENERAL NOTES

GENERAL

- The scope of work is outlined by these general notes and specifications and includes the installation of the micropiles underpinning, soil nail shoring and new construction micropiles as shown on these plans.
- All soil nail and micropile lengths and sizes shall be in accordance with plans.
- All existing foundation elevations mentioned in these drawings must be verified before work can commence in these areas.
- Any discrepancies shall be brought to PDA Engineering's attention without delay.
- All materials, workmanship and construction shall be in accordance with the sheet.
- The General Contractor is responsible for field locating all utilities.
- No general excavation cuts shall be made within 10' in front of the soil nail wall.
- The soil nail walls designed as a part or phase plans are permanent and are designed to resist all lateral earth pressures.
- Microphones are permanent and are designed for the anticipated loading from the existing.
- Prior Tests of soil nails shall be immediately brought to PDA Engineering's attention at 810-610-2756 or 801-330-0527. All work below the slope shall be halted.
- Drawing sheets are the property of Laram Construction, Advanced Shoring & Underpinning Inc. and PDA Engineering Inc.
- Drawings or parts of drawings cannot be duplicated without written permission.

EXCAVATION FOR SOIL NAILS

- Excavation shall be carried out carefully with an effort to provide smooth faces of the excavation. Care should be taken to avoid damage to existing microphones or soil nails. If the soils collapse easily, the excavation slope angle can be decreased while the nail installation takes place after which final grading of the slope can take place.
- Excavation for shoring shall be in steps of no more than 5-6 ft vertically.
- Excavation of soil nail wall shall be observed by PDA Engineering Inc.
- Any necessary shoring shall be performed by the General Contractor before excavation to minimize sloughing and cave ins. At no time shall the groundwater be allowed to be above the bottom of excavation.

SOIL NAIL INSTALLATION

- Step 1. Excavate up to a 5-6 ft tall step. The face of excavation shall be cut to within 1 foot of the faces and grades shown on these drawings for soil nail installation. If excessive spalling or sloughing of the excavated face occurs before soil nail installation, a flush coat of shotcrete shall be immediately applied to the bottom of excavation as soon as the excavation is performed.
- Step 2. Drill open hole for nail. Alternatively, if the soils do not allow for open hole drilling, injection bore anchors such as Titan or MAI can be used.
- Step 3. Install reinforcing, bearing plates, nuts and shotcrete layer.
- Step 4. Repeat process to final grade.

SOL NAIL/TIEBACKS INC. HARDWARE

- Soil nails Tiebacks shall be either of the following: R32 MAI, Titan 30-15, Titan 30-14, Titan 30-11 Injection bore anchors or #7, #8 and #9 grade (75 lbf yield).
- Soil nail lengths shall be according to plans and installed at a 15 degrees angle unless otherwise mentioned in the plans.
- Soil nails shall be grouted with lean Portland Type 1/82 cement mix with a w/c ratio of 0.45/0.55 and have a minimum 28-day compression strength of 3000 psi.
- All nuts and couplers shall be of same strength as soil nail tendons.

SOIL NAIL TESTING

- Proof Testing shall be performed on at least 3% of the soil nails and at different depths of excavation.
- Nails to be tested shall be selected by PDA Engineering Inc.
- Tests shall be performed in accordance to FHWA standards for proof testing of soil nails. The proof test is performed by incrementally loading the nail to the design test load as noted on the plans. Soil nails intended for testing shall have at least 5 ft of pre-bonded nail installed.

MICROPILE INSTALLATION (UNDERPINNING EXISTING BUILDING)

- Excavate down to top of new footings.
- Remove existing foundation from foundation wall at infill pile locations.
- Layout micropiles.
- Cave hole or cut trench in existing footing no more than 8 inches in diameter or 8 inches wide. Rough side of concrete or cut.
- Overream hole under footing as shown on plans to establish void for grout tube directly under footing. See plans for details.
- Install micropile using injection bore method. During installation there should be constant grout return. If loss of grout is experienced the pile advance should be halted until grout return is re-established.
- Make sure hole is filled with grout to top of footing. Re-check hole periodically. Add grout if necessary to return grout level to top of hole.
- Repeal process 4 through 6 with remaining micropiles.

MICROPILES

- Micropiles shall consist of any of the following: injection bore Titan 40-20 with 3.5" bits, #10 API 75 or 3.500 $\frac{1}{2}$ " wall drill pipe (field strength between 55 and 80 lbf) grouted in 8.8" diameter open holes. 8" holes can only be used if the 8" cannot because of obstructions.
- Grout micropiles with neat cement grout. Grout shall consist of Portland 1:62 cement mixed at w/c ratio of 0.45 to 0.55 and have a minimum compressive strength of 4000 psi.

STRUCTURAL STEEL

- Grade 50.
- Welded wire mesh shall be 4" x 4" W40 x W40 as indicated on drawings and shall conform to ASTM A82 and A182.
- Walls can be any of the following: GBR10 channel, 3.500 $\frac{1}{2}$ " wall drill pipe or 2 $\frac{1}{4}$ 00 4" drill pipe.

DRAIN STRAPS

- Drain straps shall be Miradean G100N, Texas UWB 50E5.2 or equal. Straps shall be a minimum of 12 inches wide. The strap width shall be a minimum of 12" wide and fastened with the flex fabric against the exposed soil.
- The drains shall be exposed at the bottom of each wall to allow for free drainage.

SHOTCRETE

- Shotcrete for facing shall consist of mix having a minimum 28-day strength of 4000 psi using Portland 1:61 cement. Facing shall be rough. Mix and insulation shall comply with ACI specifications.
- Shotcrete shall be installed to the thickness as shown on plans. Application may be in multiple layers and/or lifts.

RESTRICTION & PRECAUTIONS

- Heavy Equipment or storage of excavated materials shall not be permitted closer than 15 feet from top of slope. Activities causing vibration shall not be performed unless close inspection of these activities are performed under the supervision of an engineer from PDA Engineering Inc.
- Top of slope shall have barricades or similar fall protection.
- In the case of heavy rains or similar events introducing larger amounts of water to the top of the slope, actions shall be taken by General Contractor to avoid saturation of the soil around the excavation.

SPECIAL INSPECTIONS

- Soil Nail/Tieback Testing. See Notes.
- Shotcrete Reinforcing.
- Shorecrete Testing, Compression Test.
- Neat Cement Grout, Compressive Tests

RECEIVED

PARK CITY MUNICIPAL CORP

APR 11 2006



REVISION: DATE:

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DESCRIPTION:

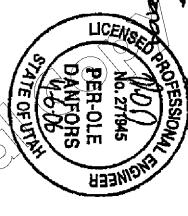
DATE:

REVISION:

OWNER:

APPROVED:

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TEMPORARY EARTH SHORING

SITE PLAN
SKY LODGE
PARK CITY, UT

BK1797 PG1549

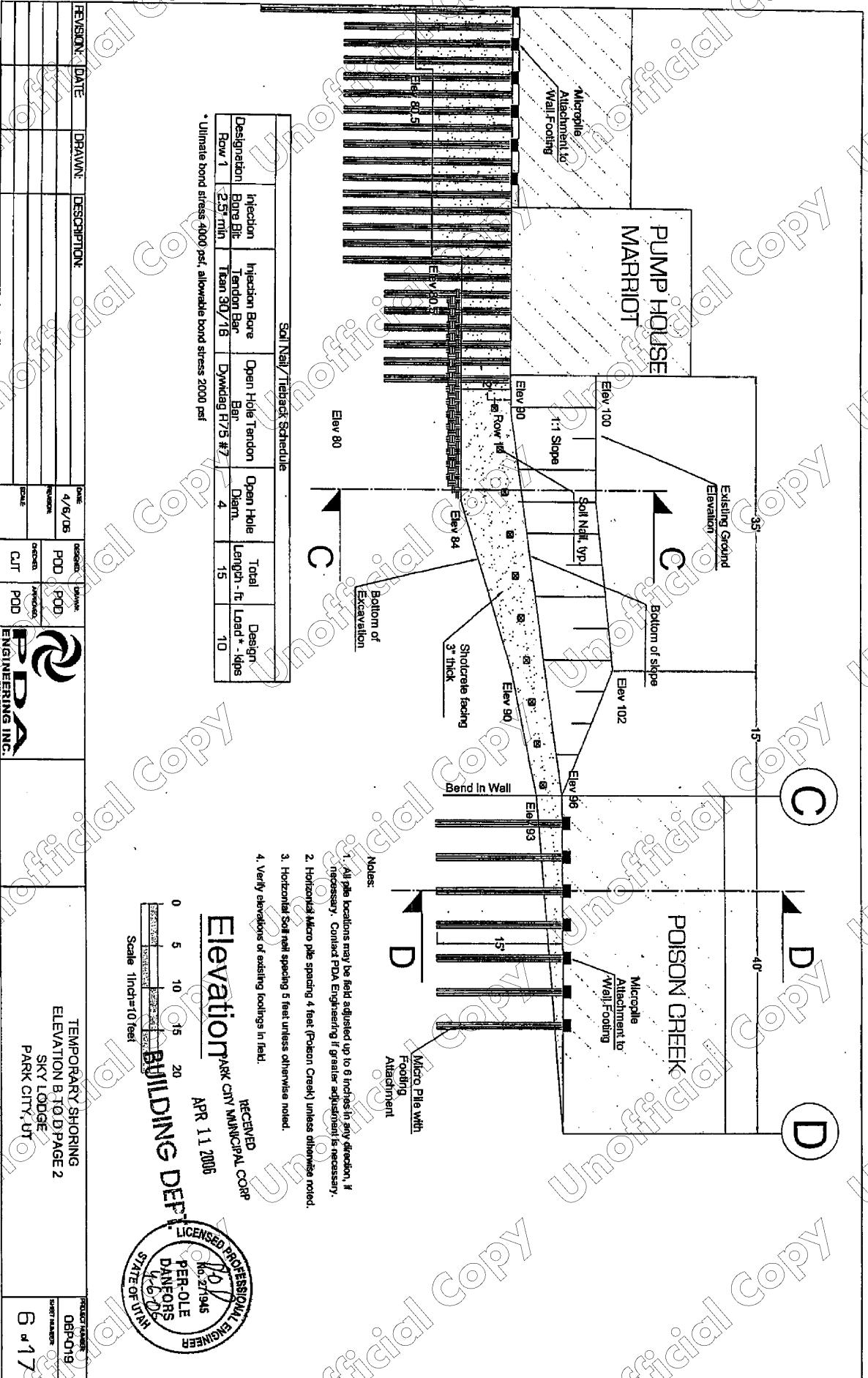
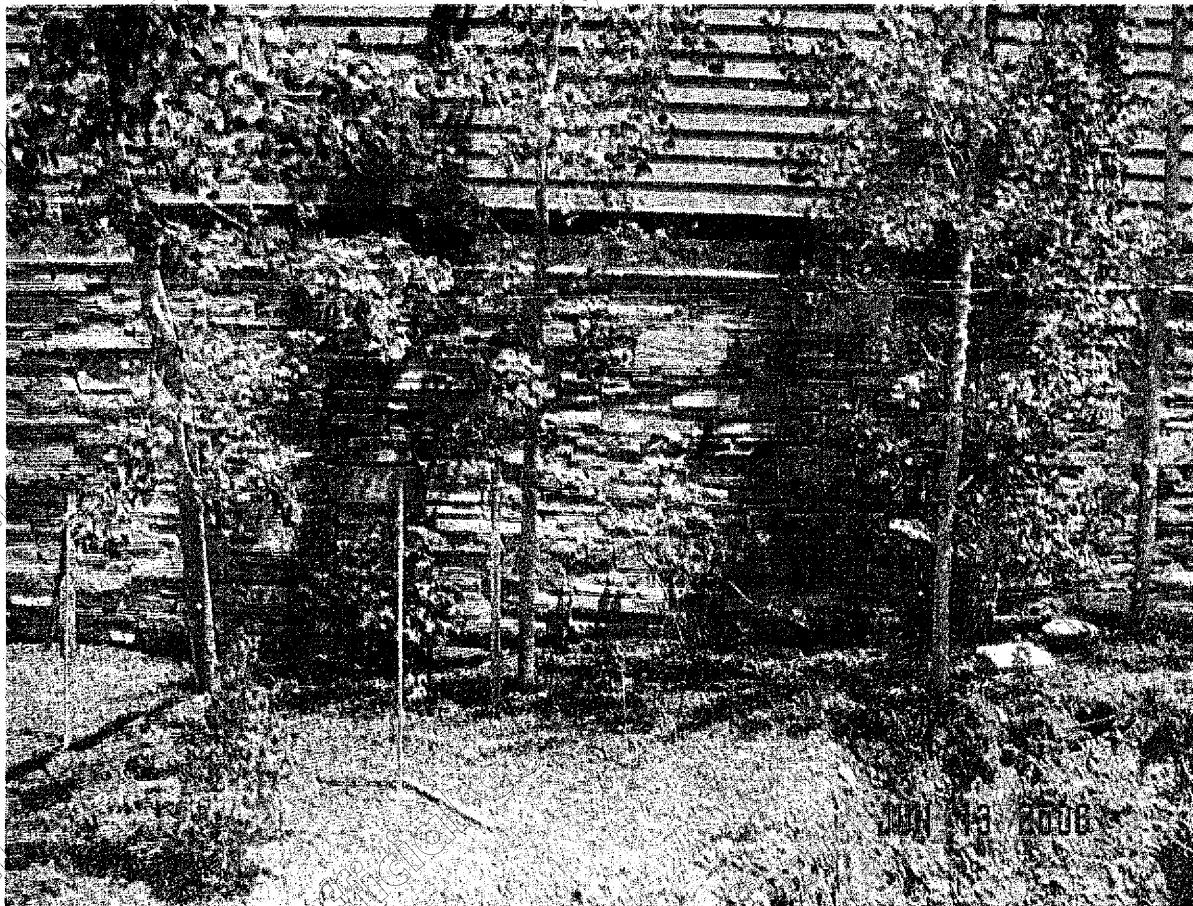
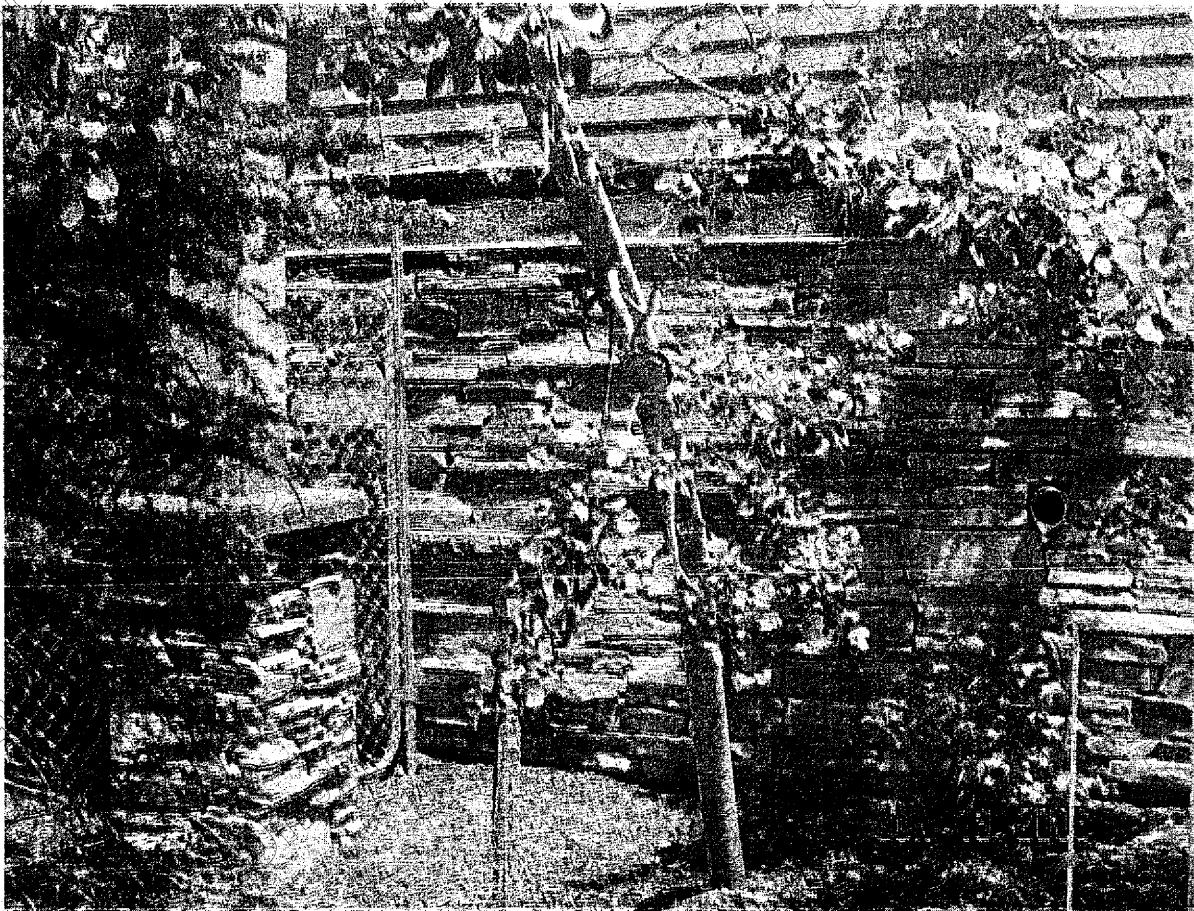


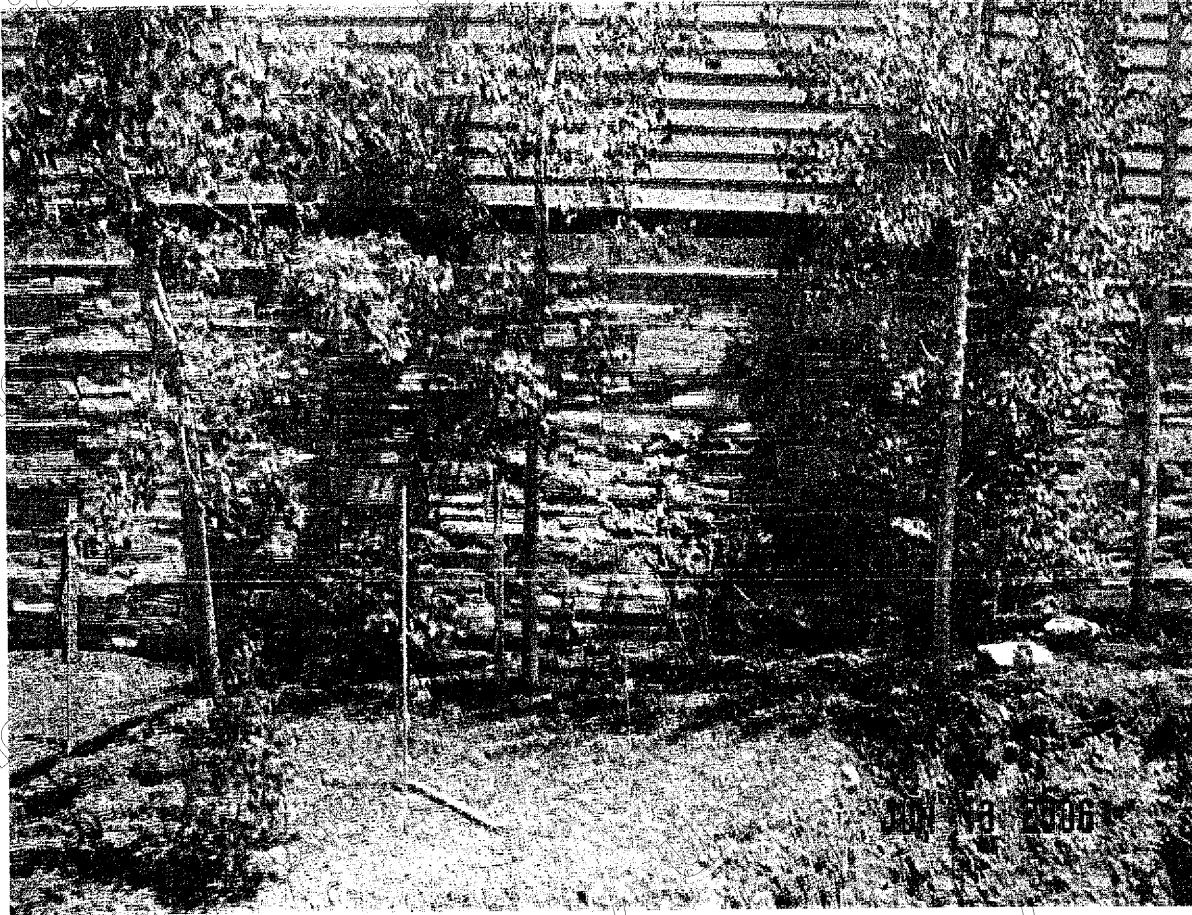
EXHIBIT E

Photographs of the Exterior of Poison Creek Building

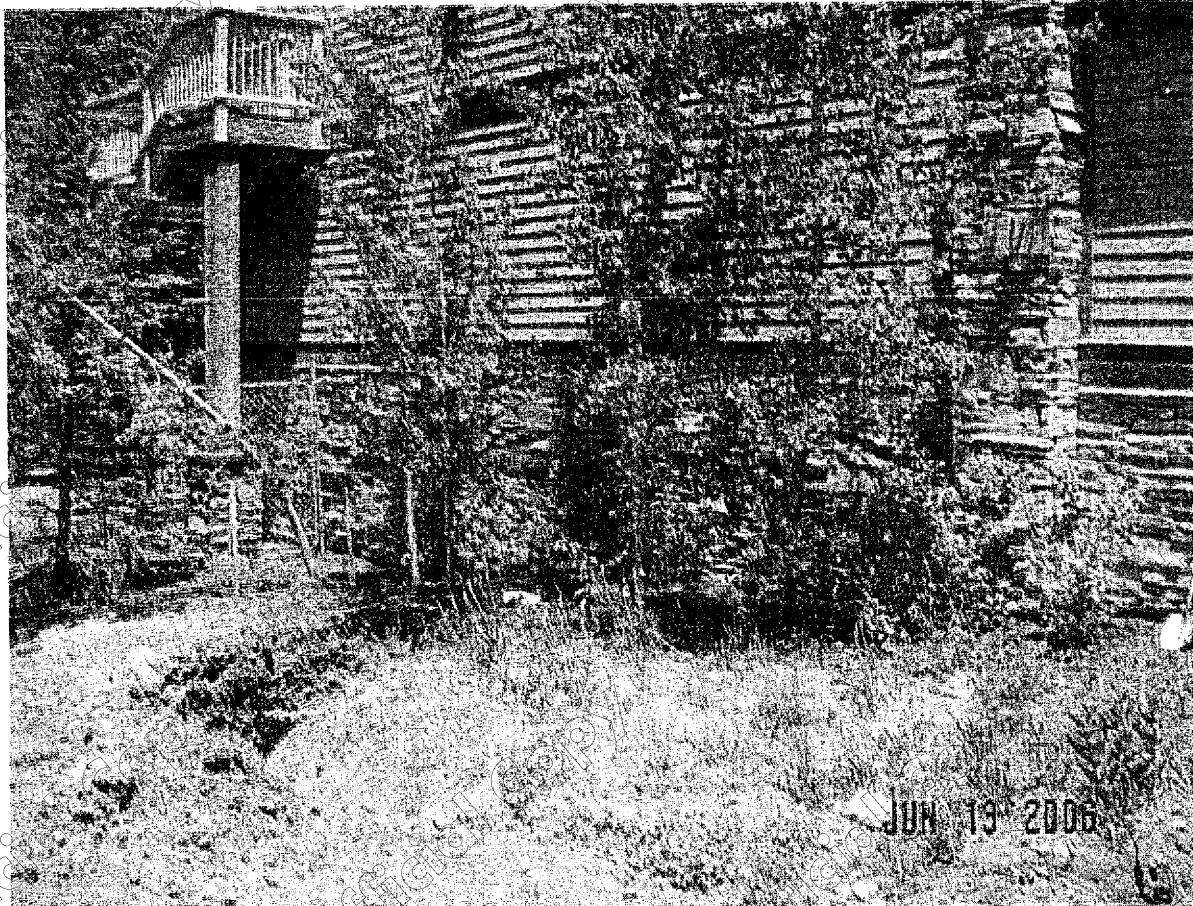
[Attached]



BK1797 PG1552

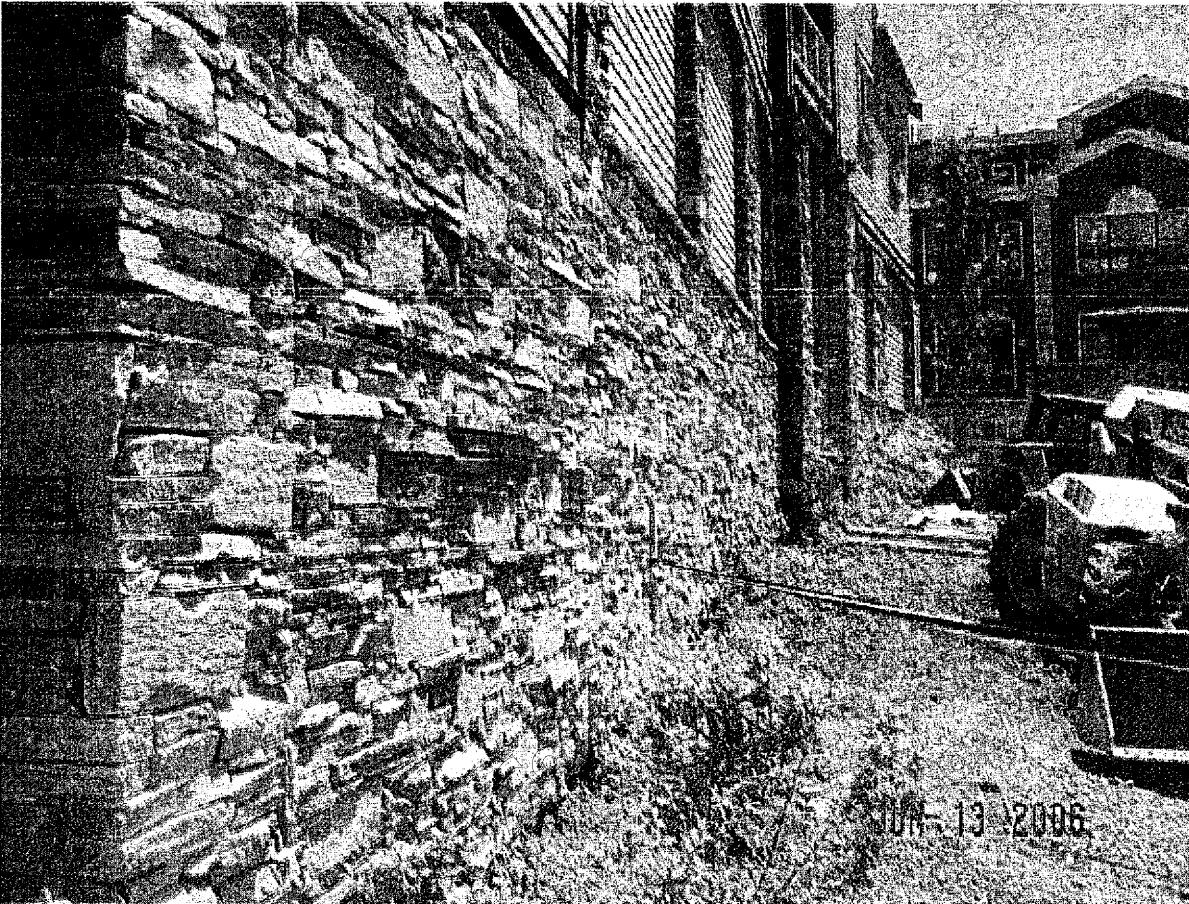
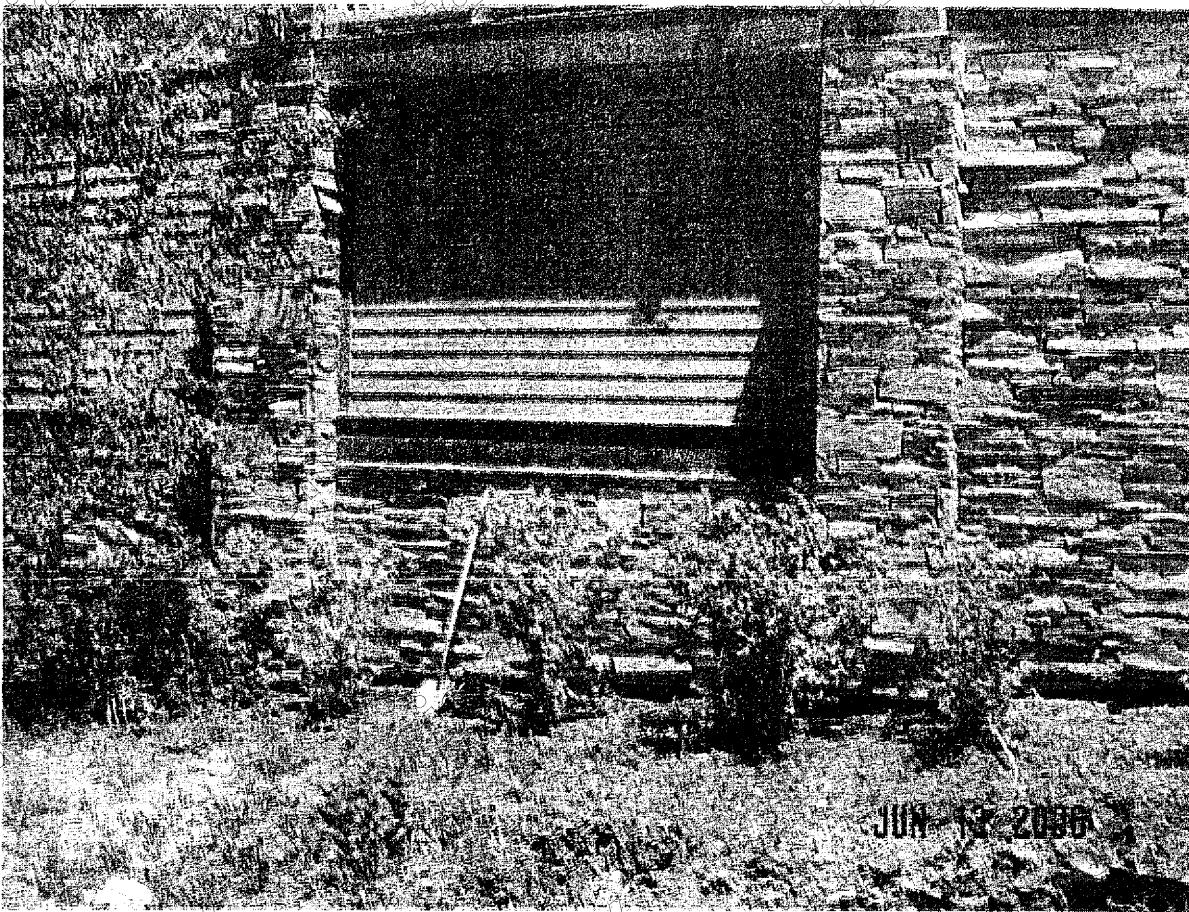


JUN 19 2006

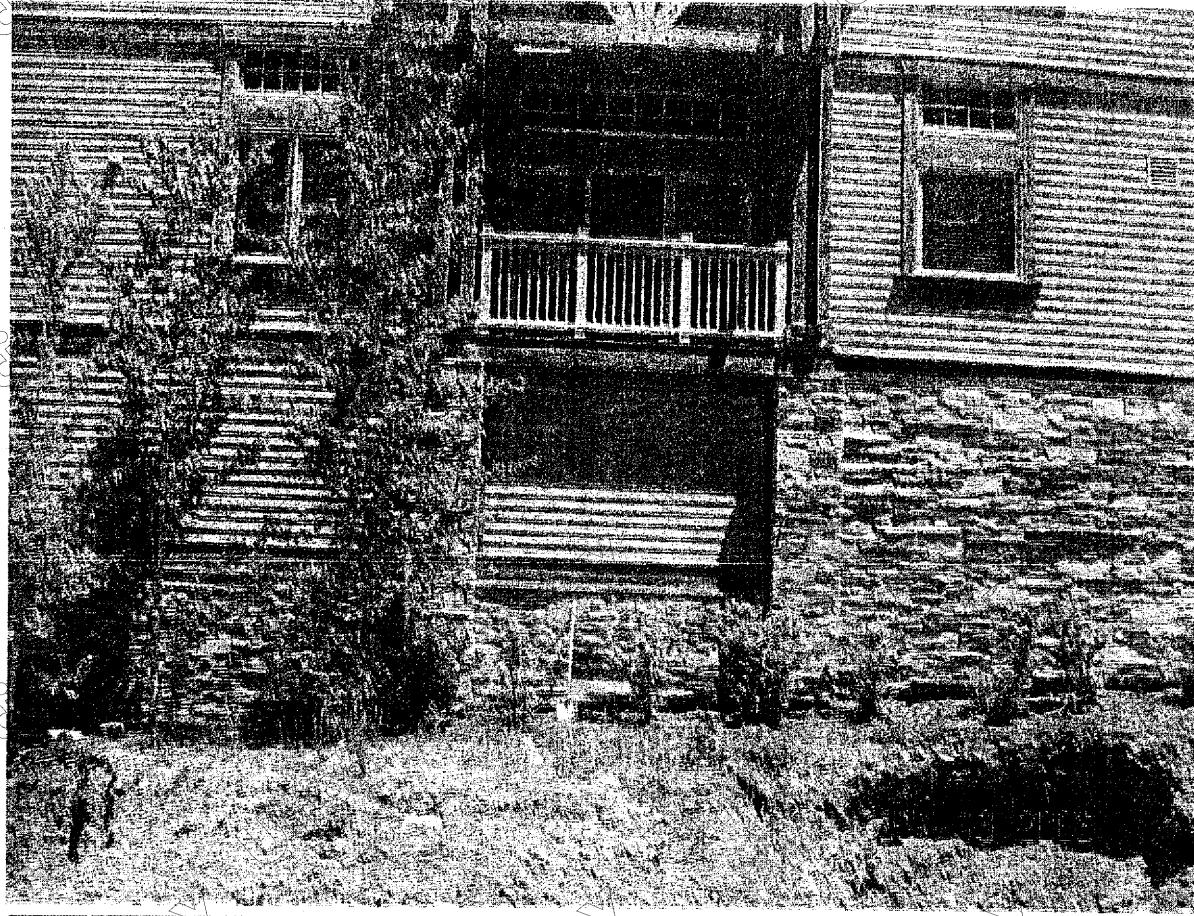


JUN 19 2006

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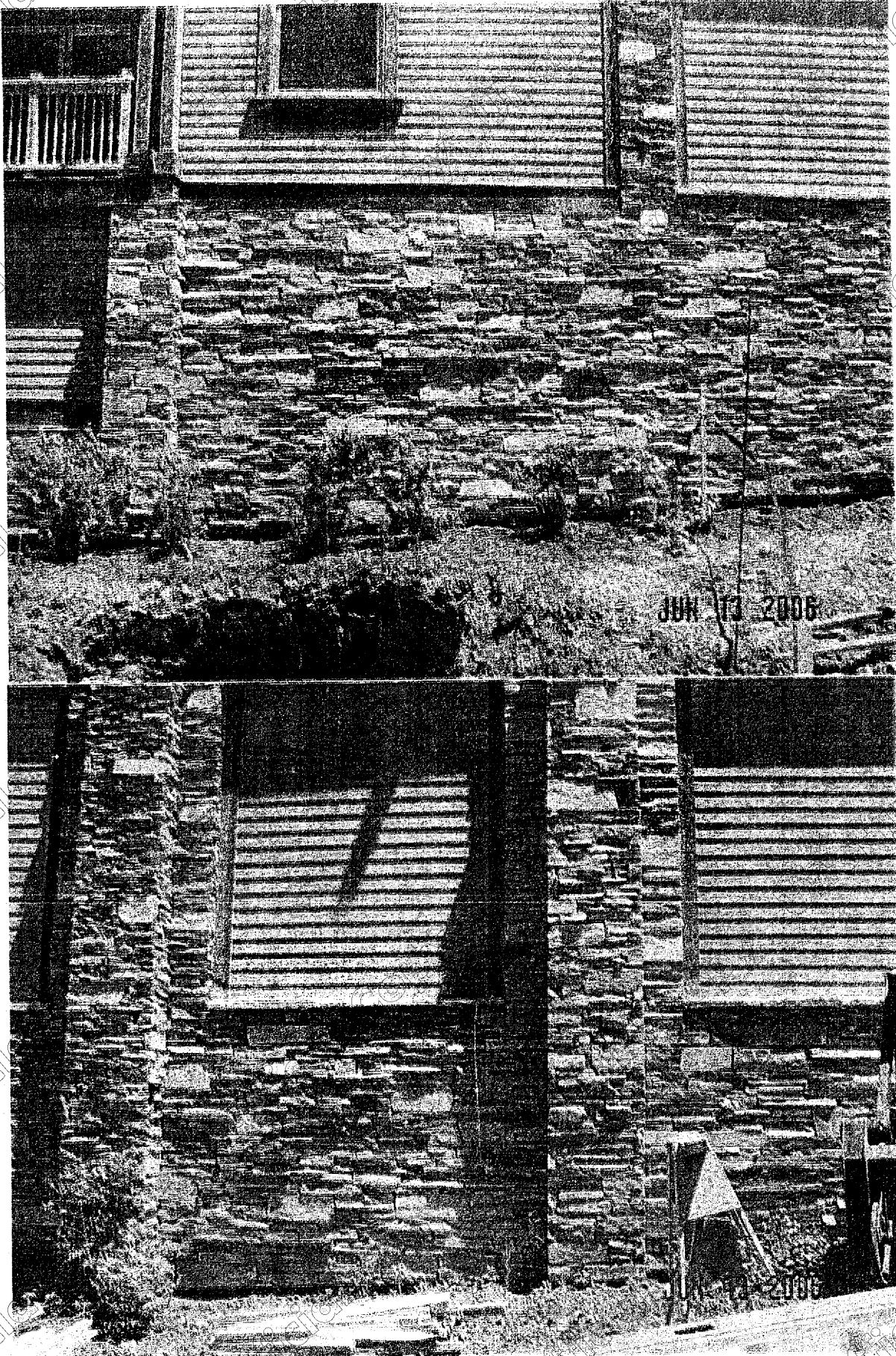


BK1797 PG1554



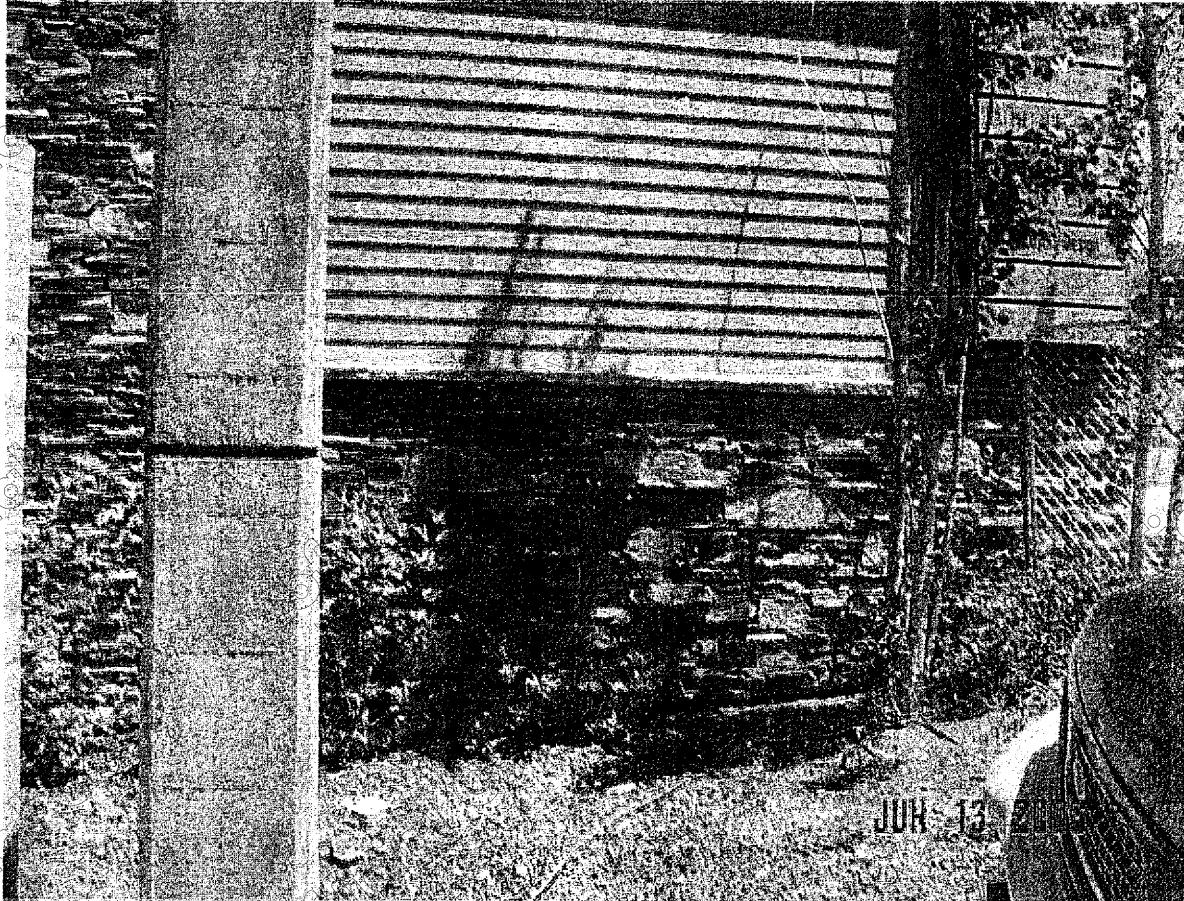
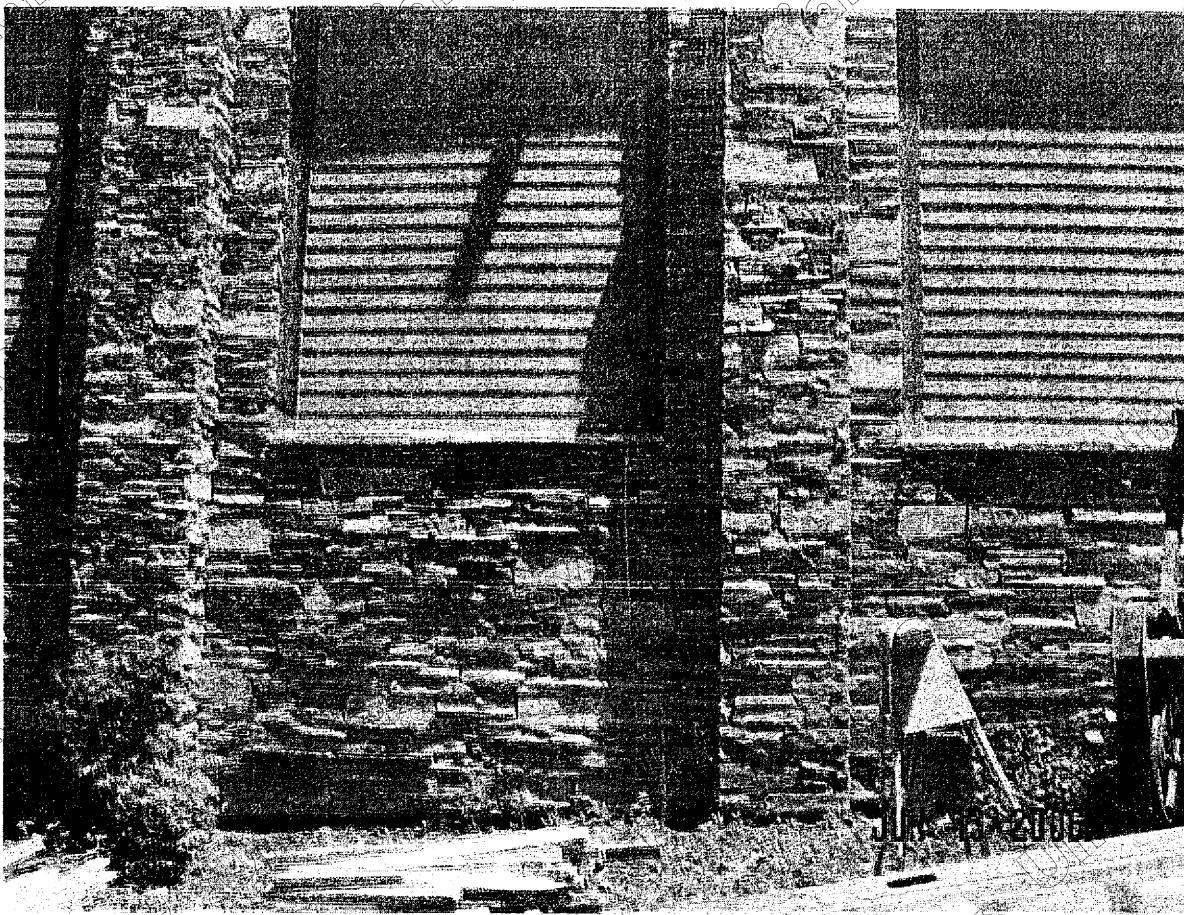
JUN 01 2006

BK1797 PG1555

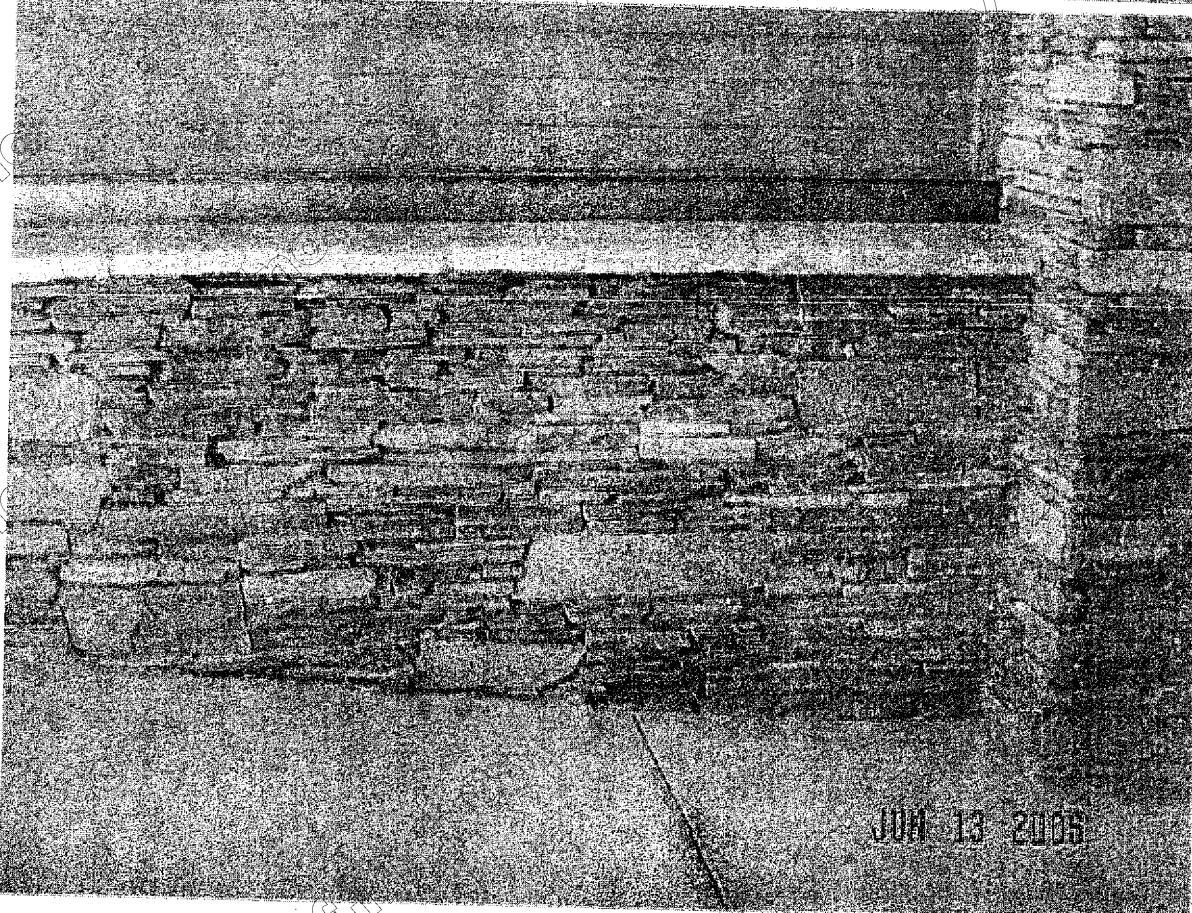
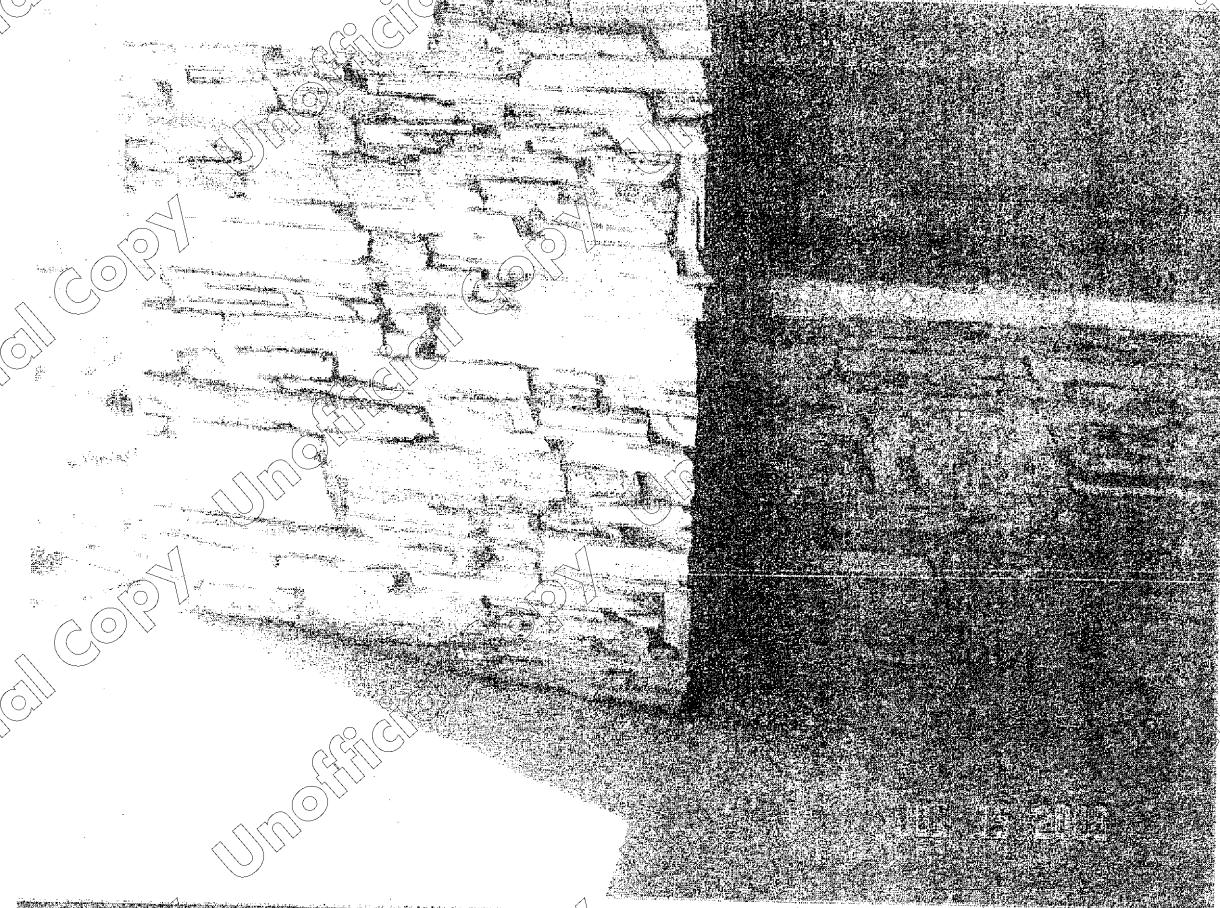


JUN 13 2006

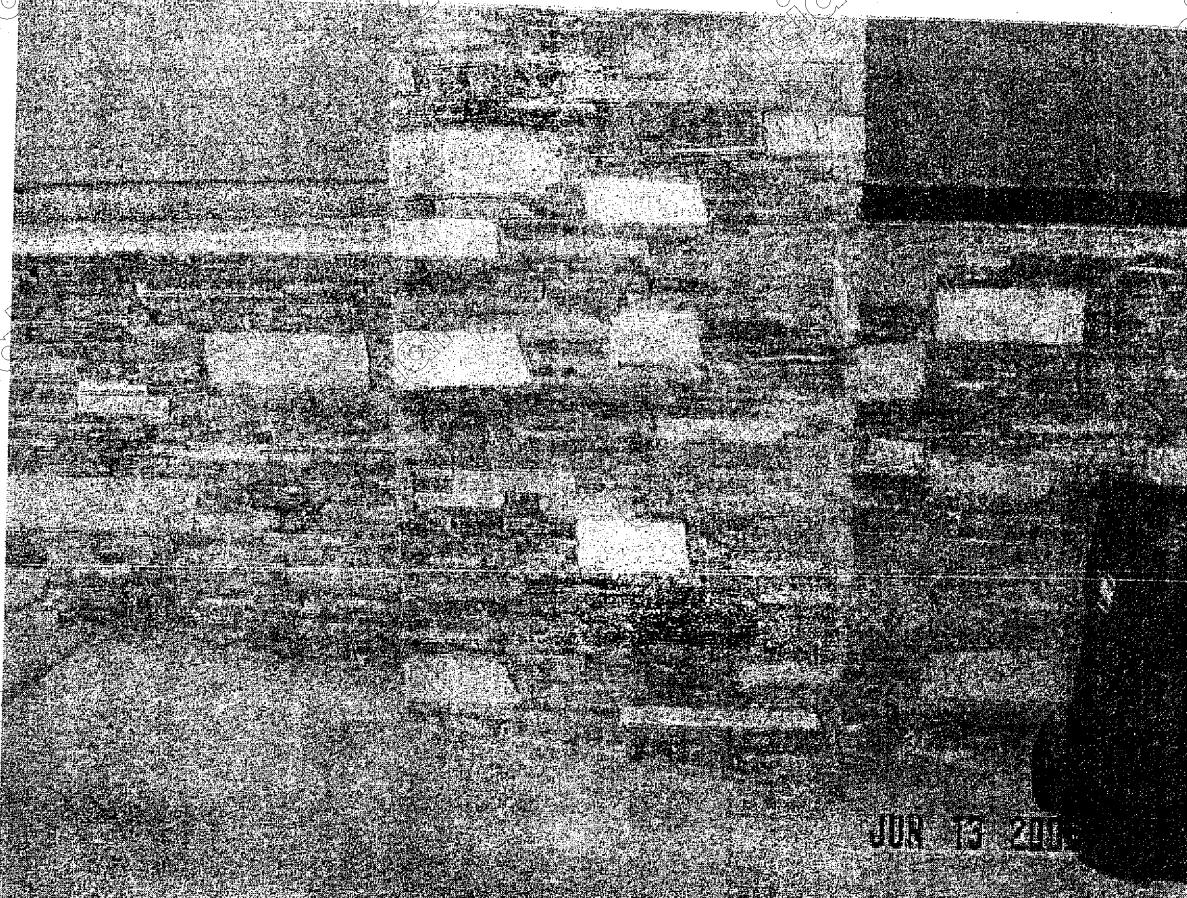
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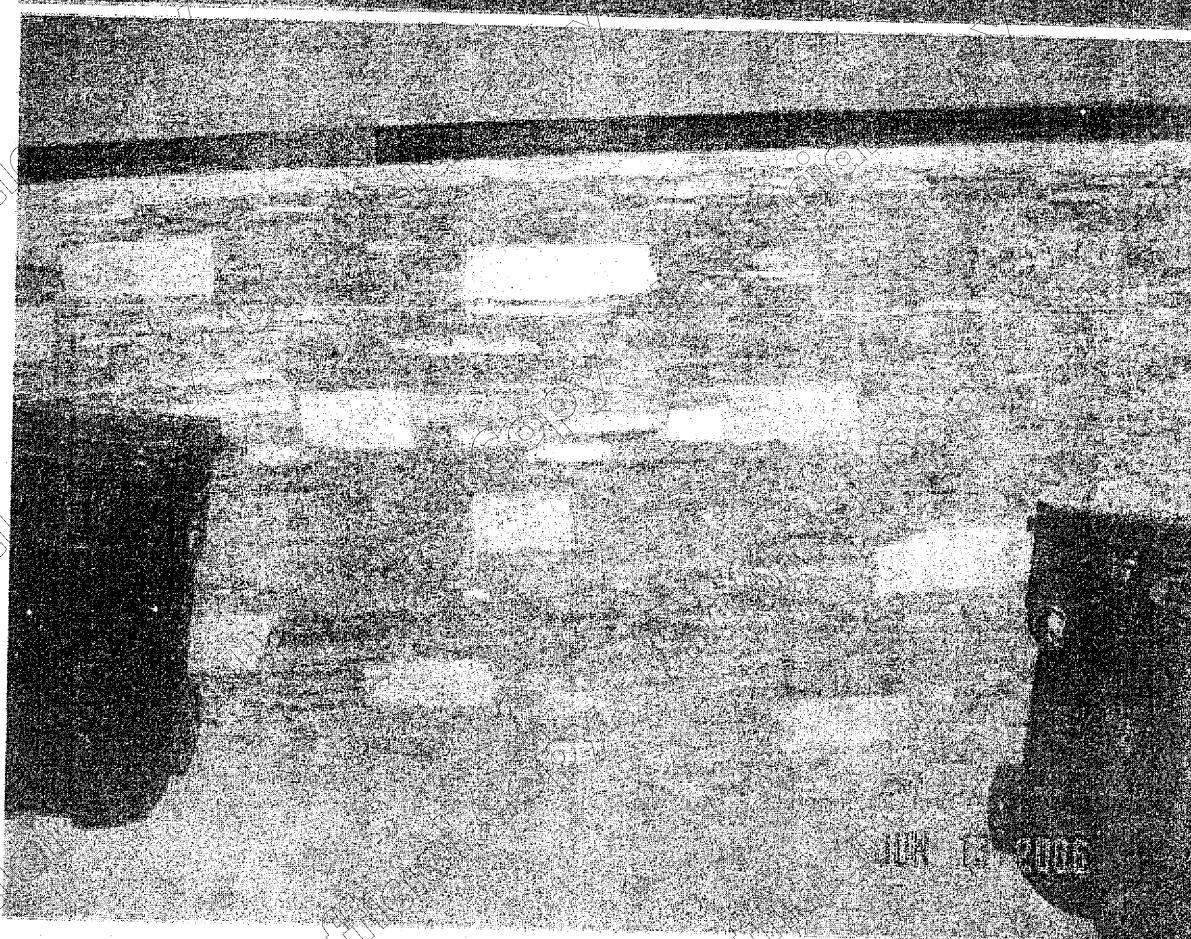
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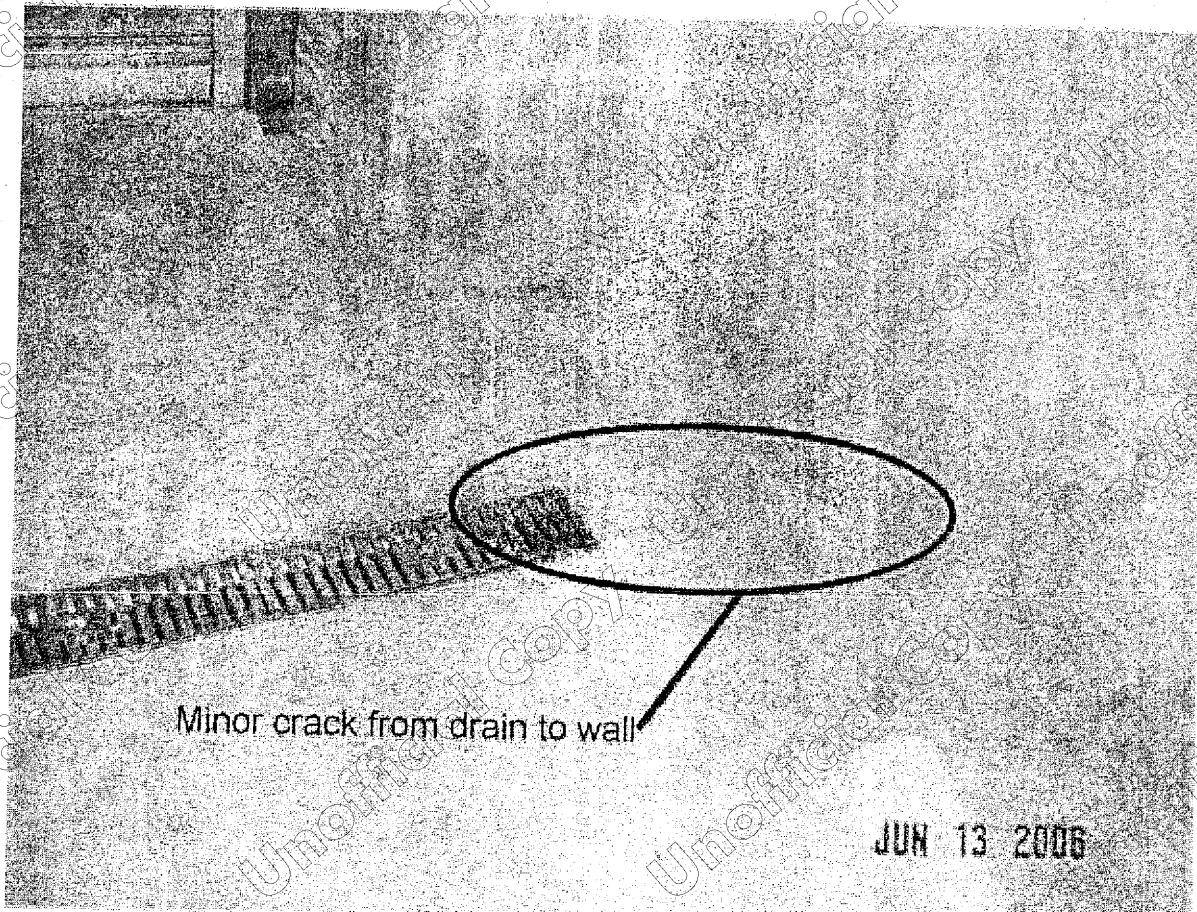
JUL 15 2008



BK1797 PG1560

JUN 14 2006

BK1797 PG1561



JUN 15 2005

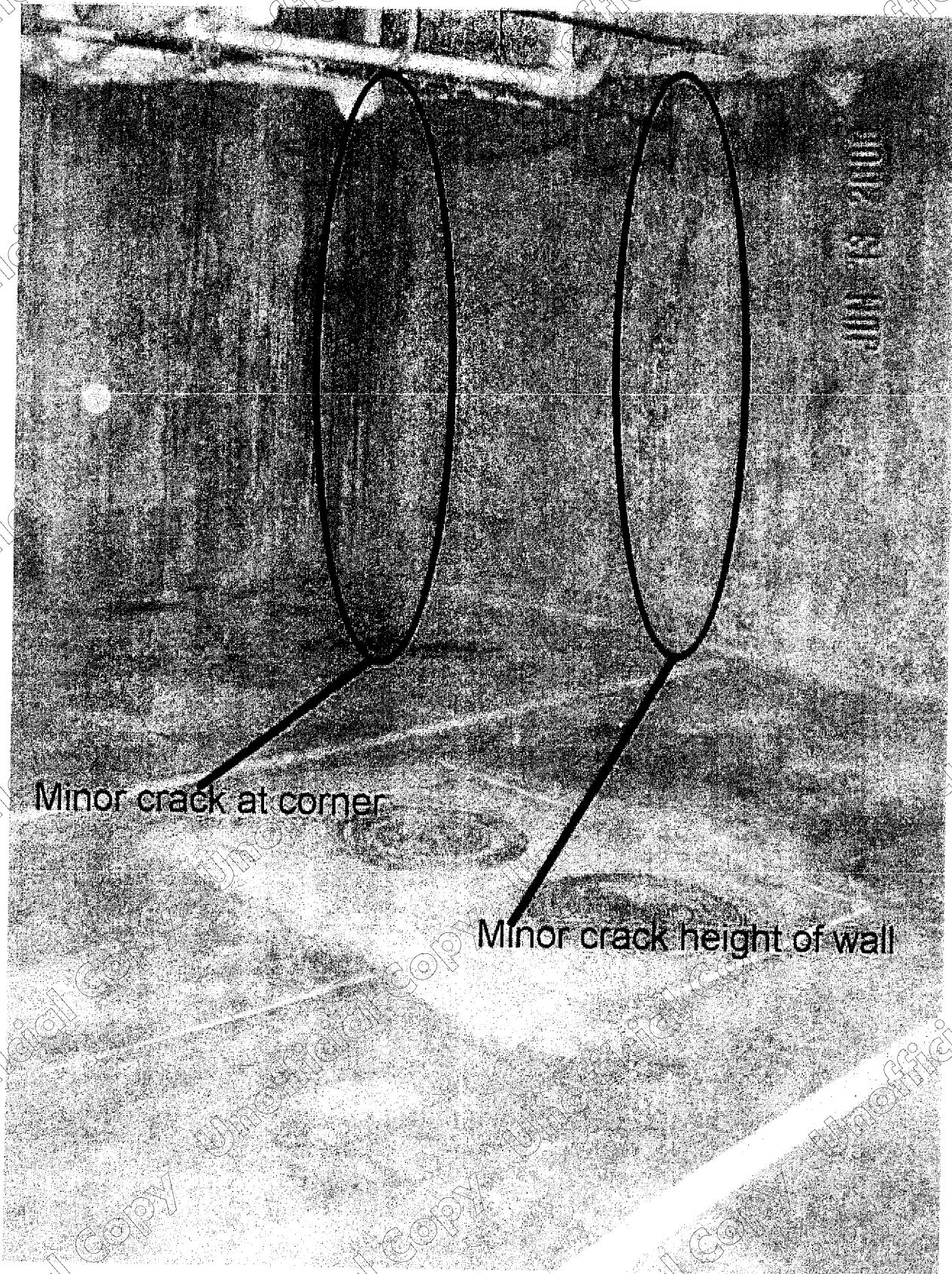
Minor Crack

JUN 13 2005

BK1797 PG1563

JUR 12-2006

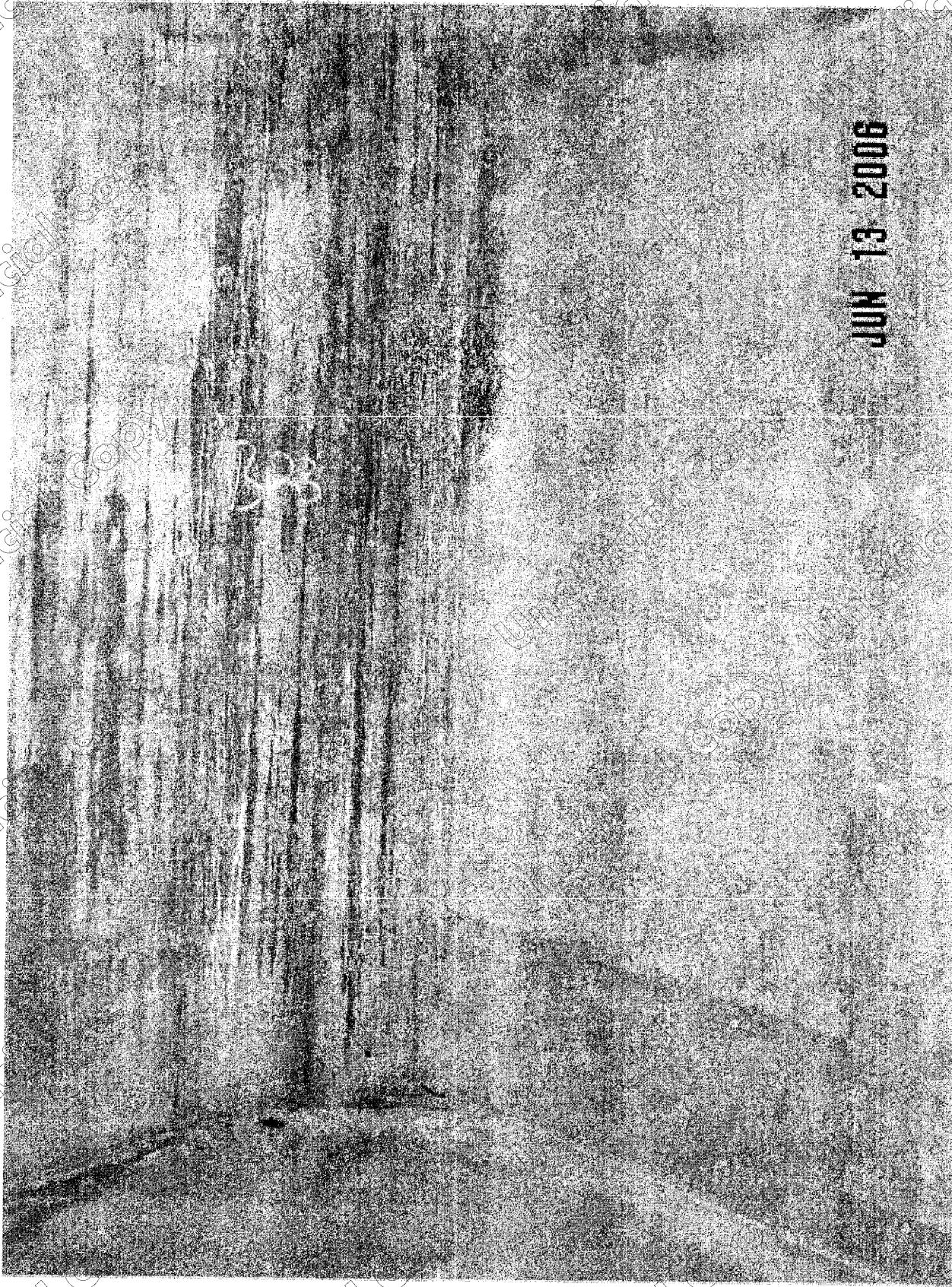
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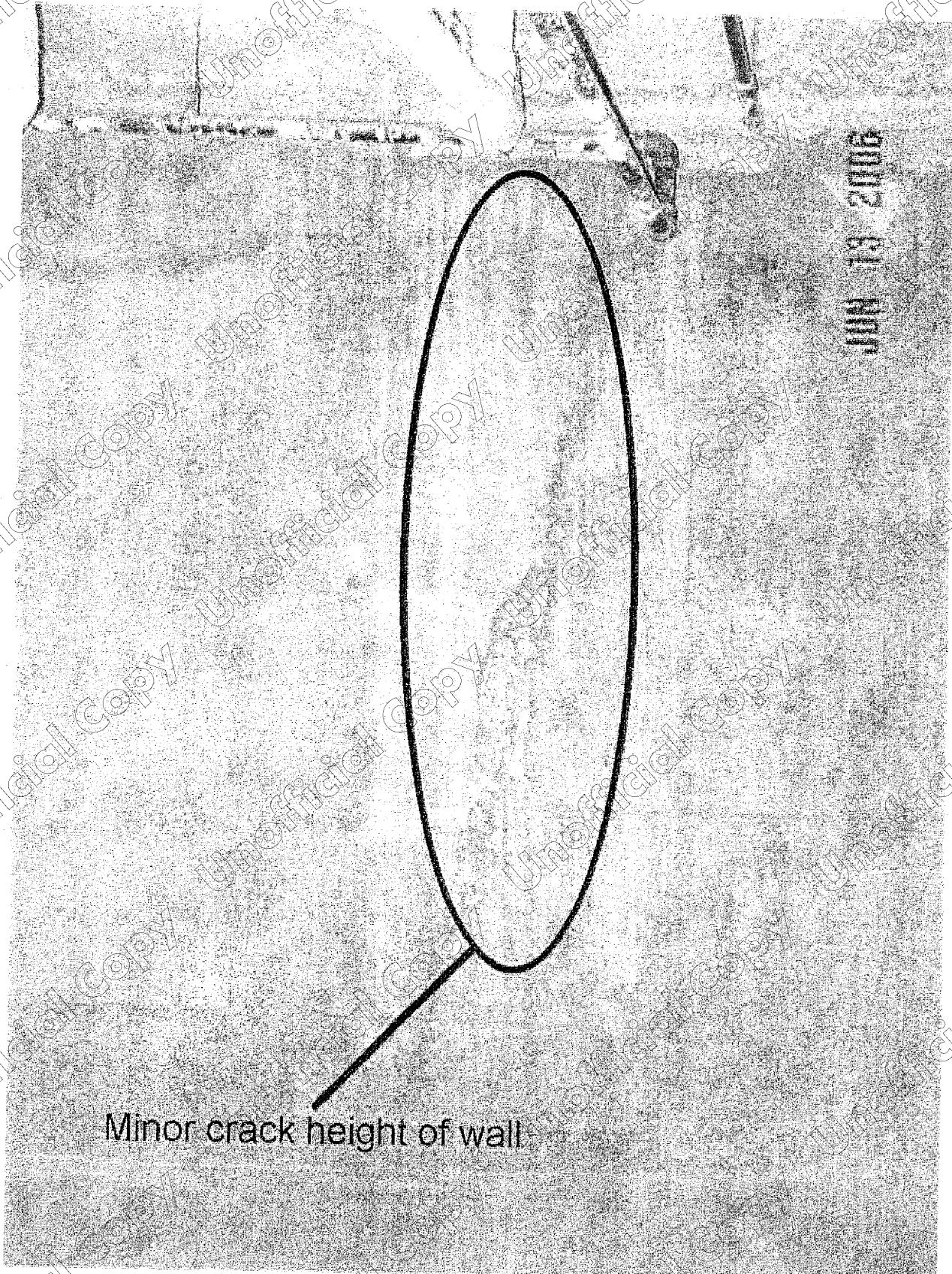
Minor crack at corner

Minor crack height of wall

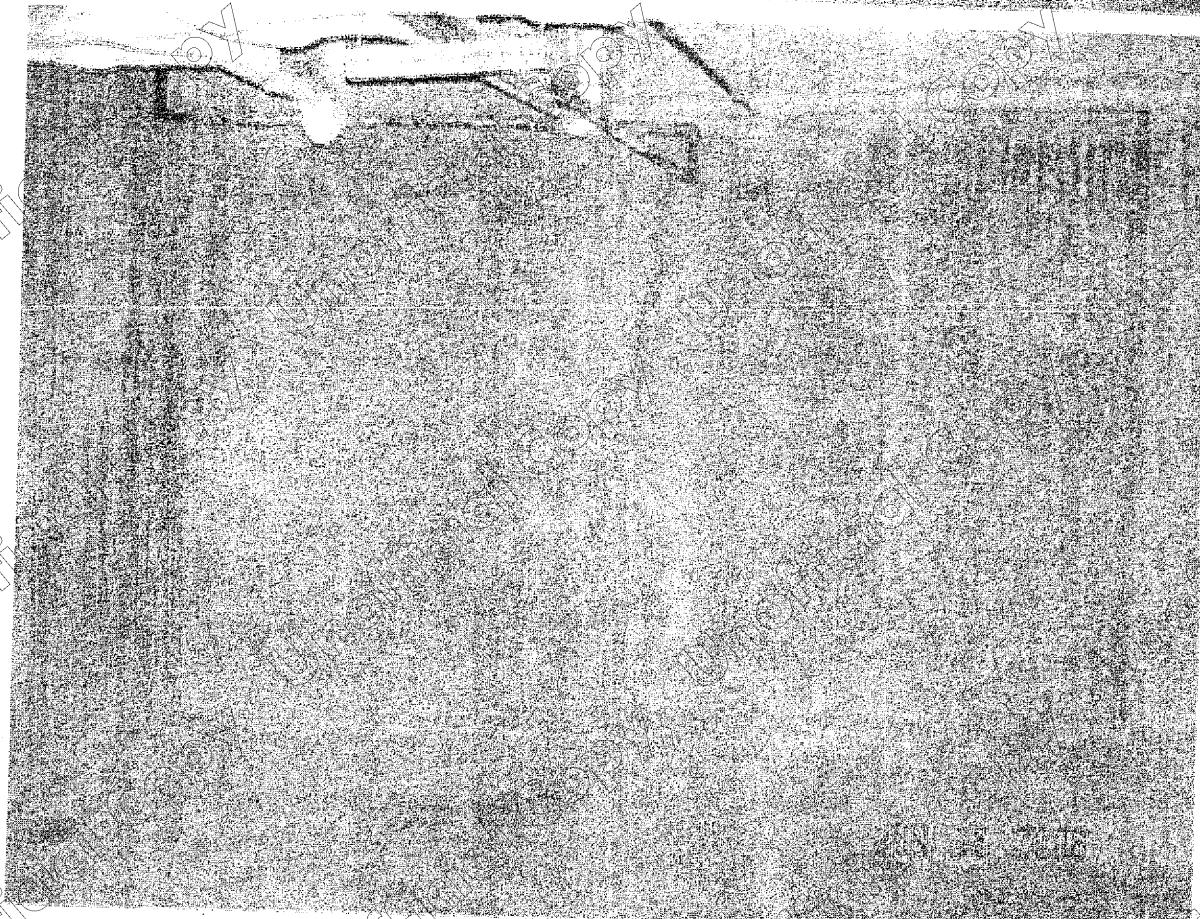
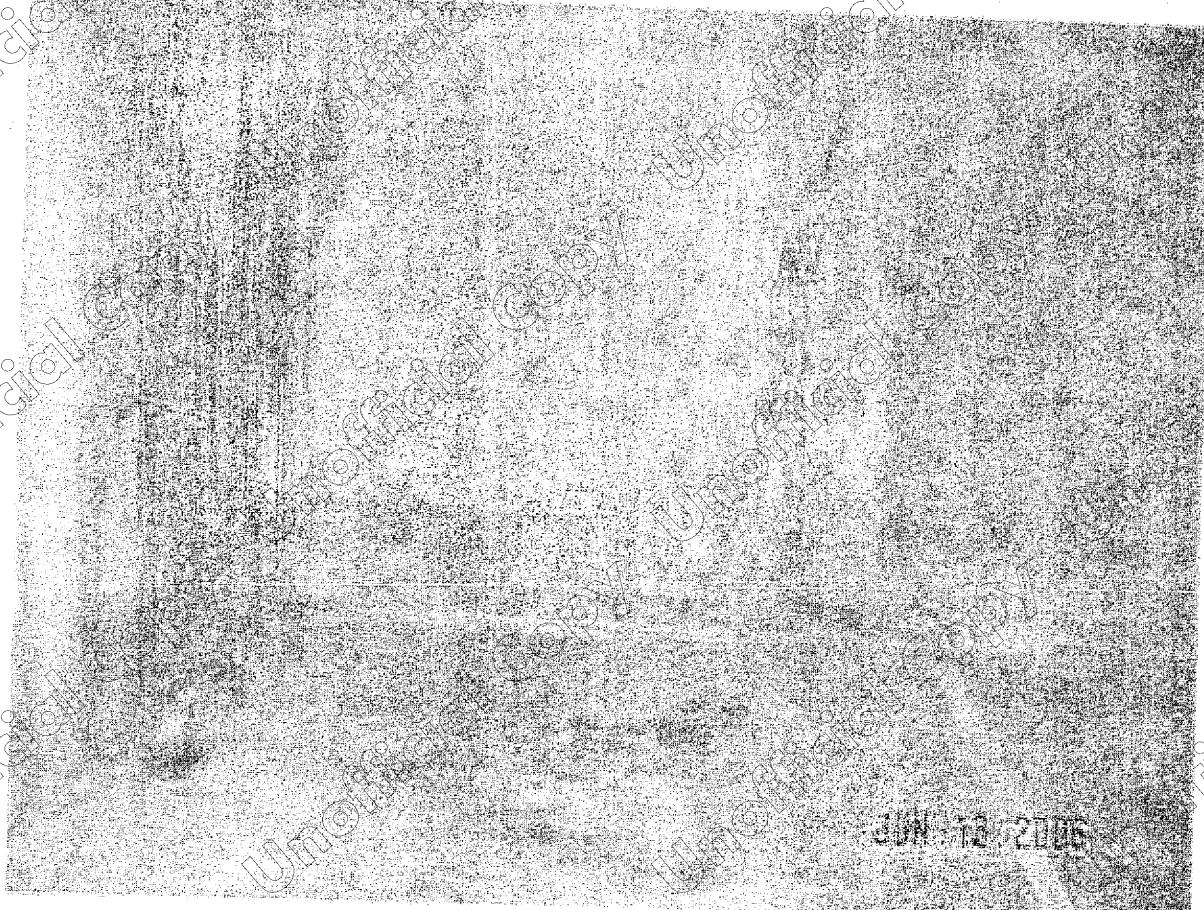
JUN 13 2006



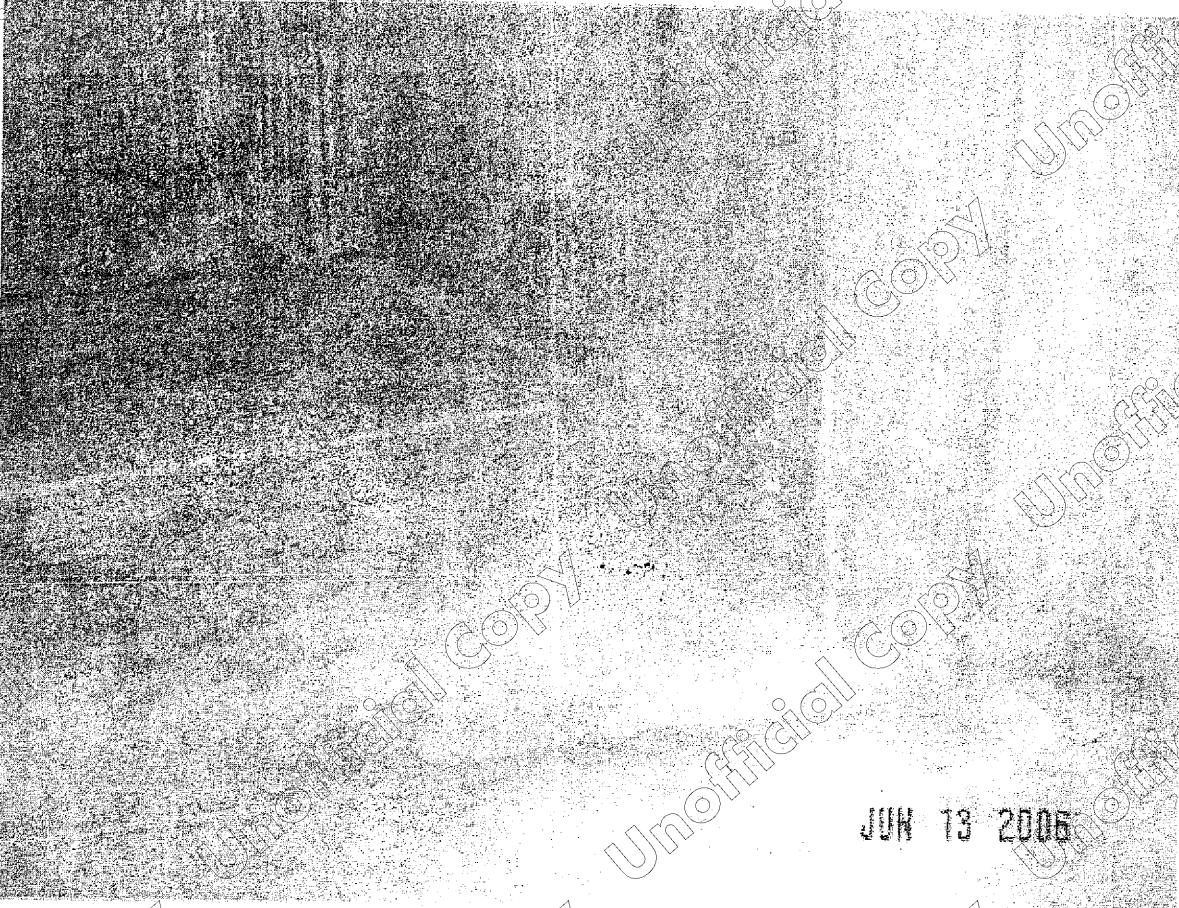
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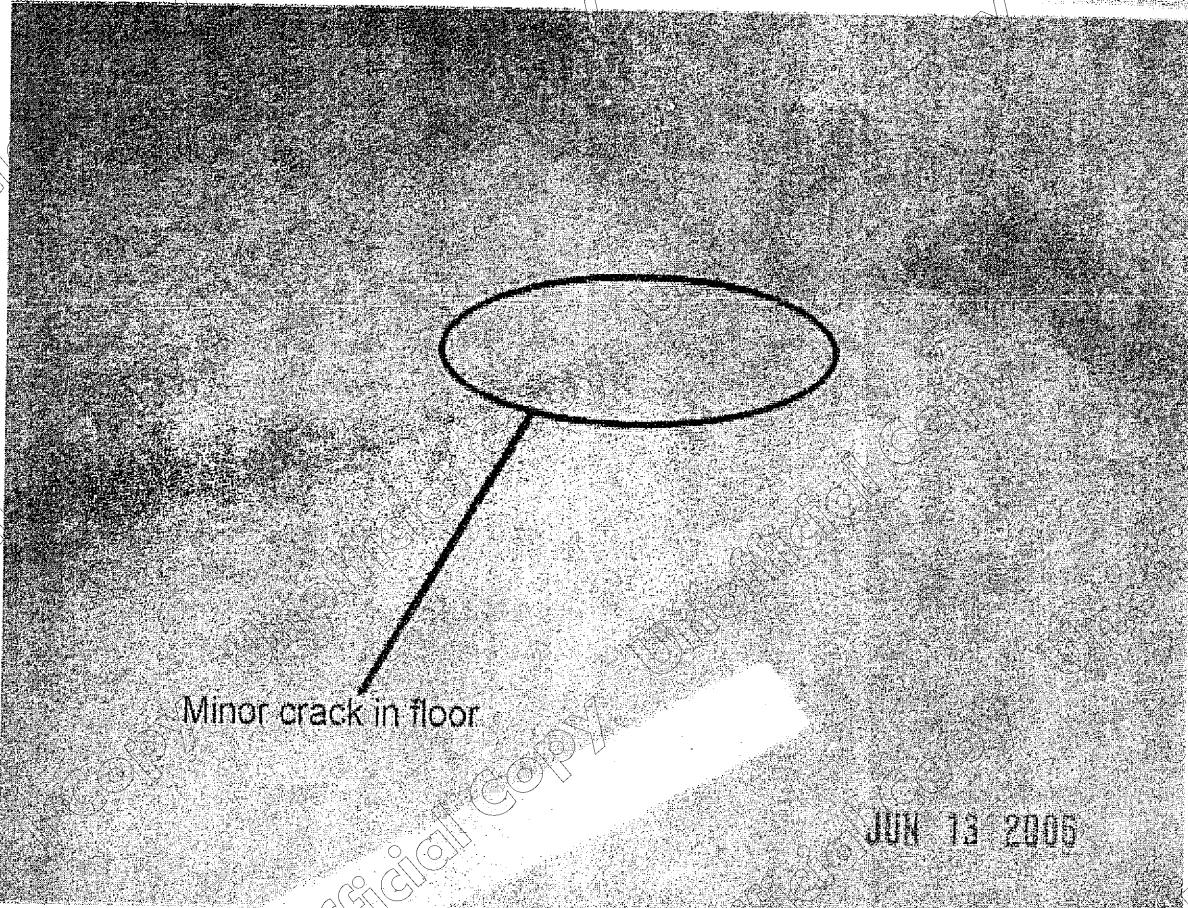
Minor crack height of wall



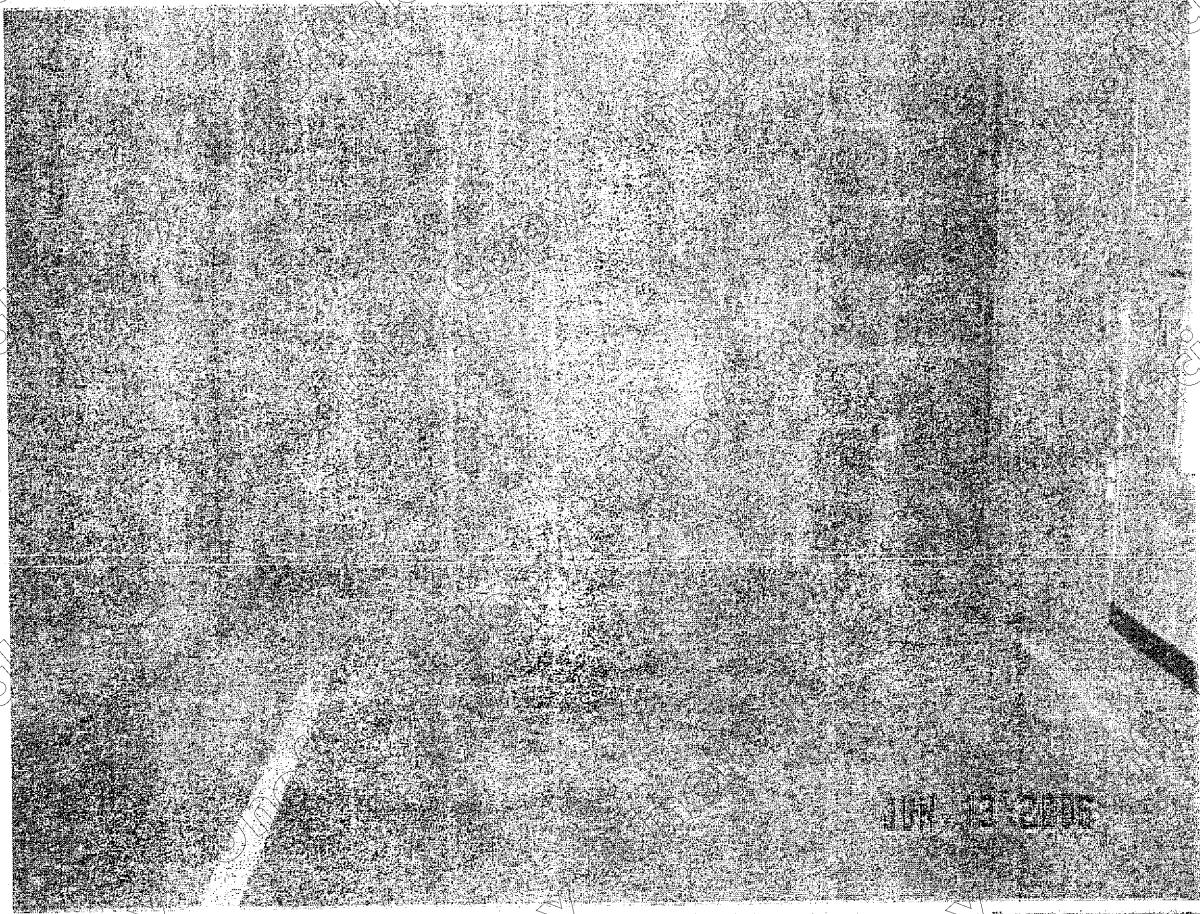
BK1797 PG1569



JUN 13 2005



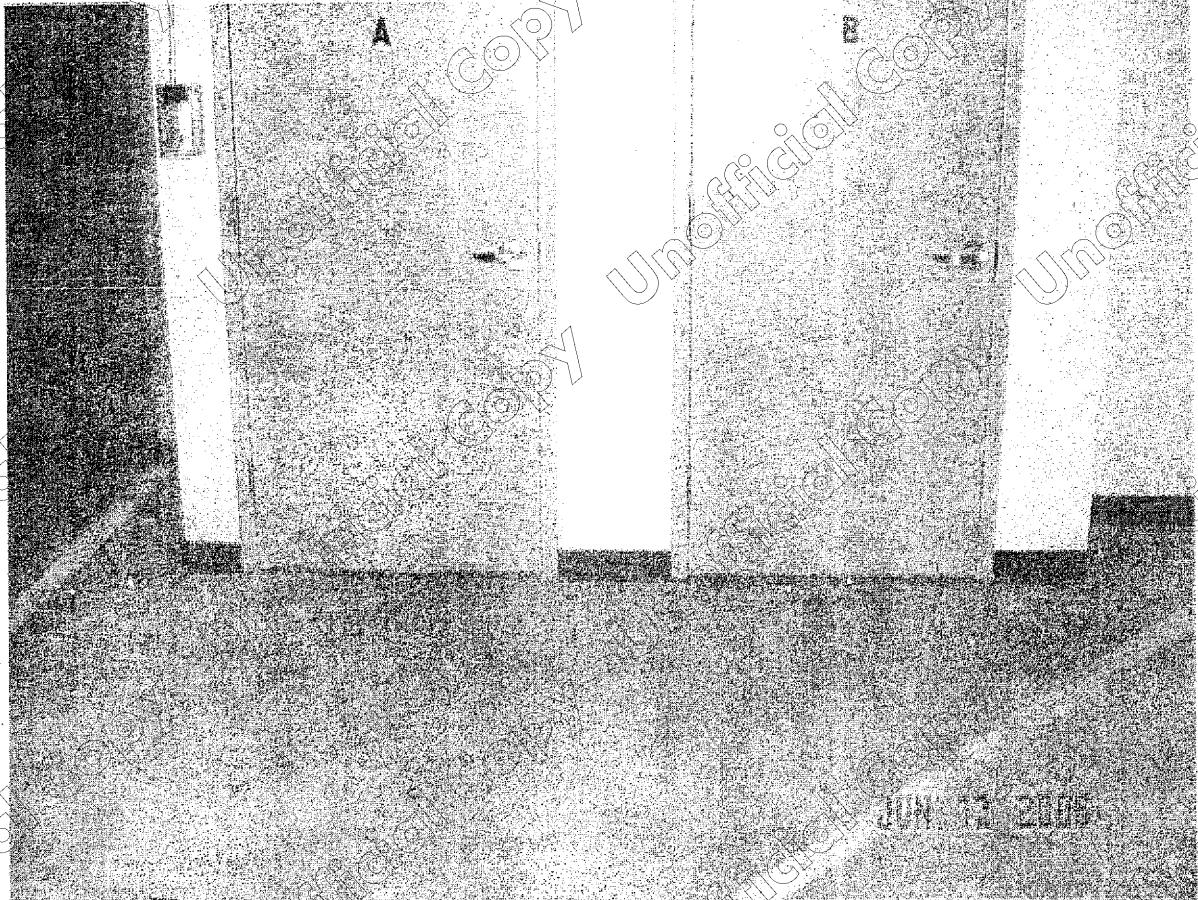
BK1797 PG1570



JUN 13 2006

BK1797 PG1571

JUN 13 2006

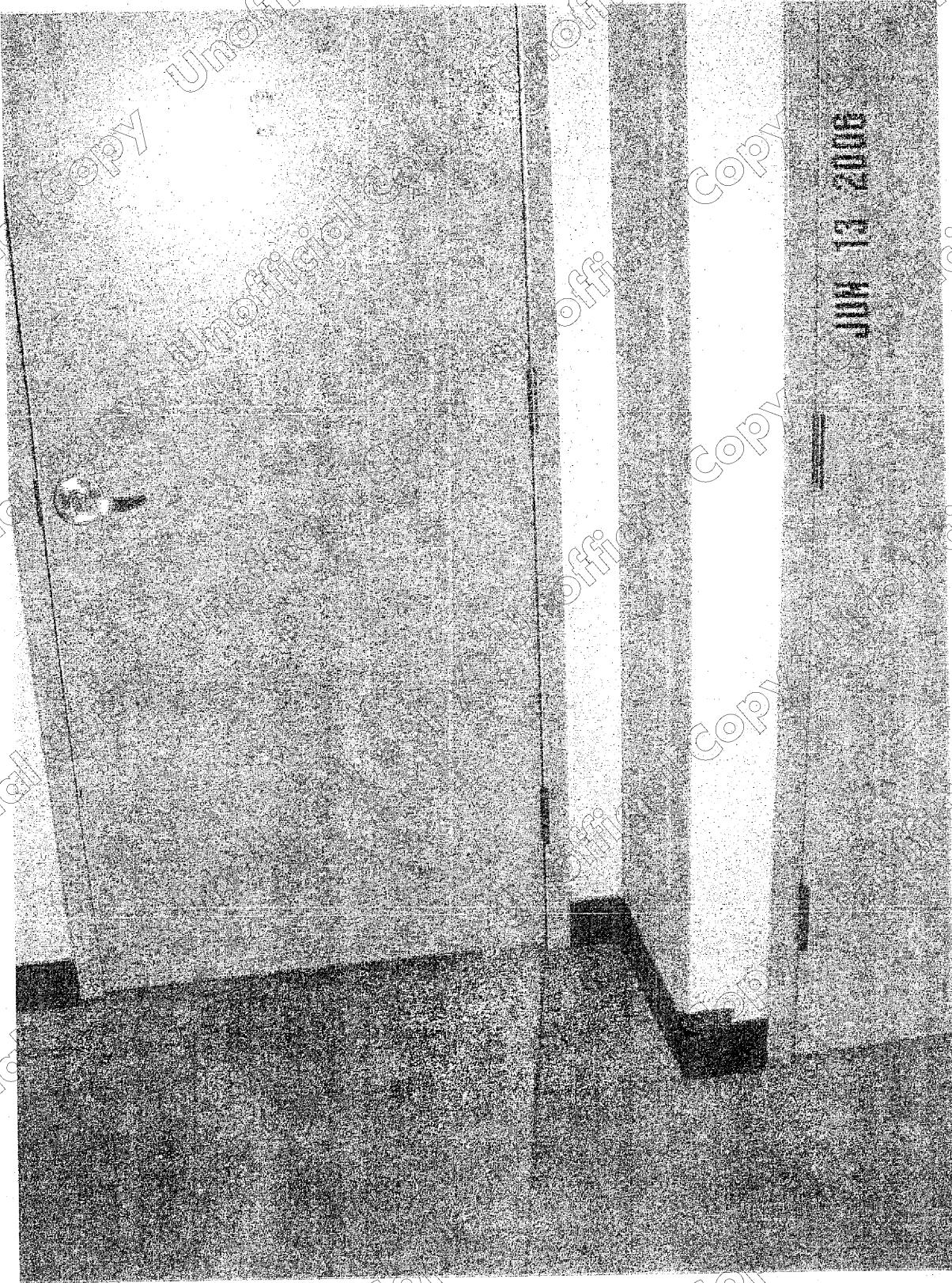


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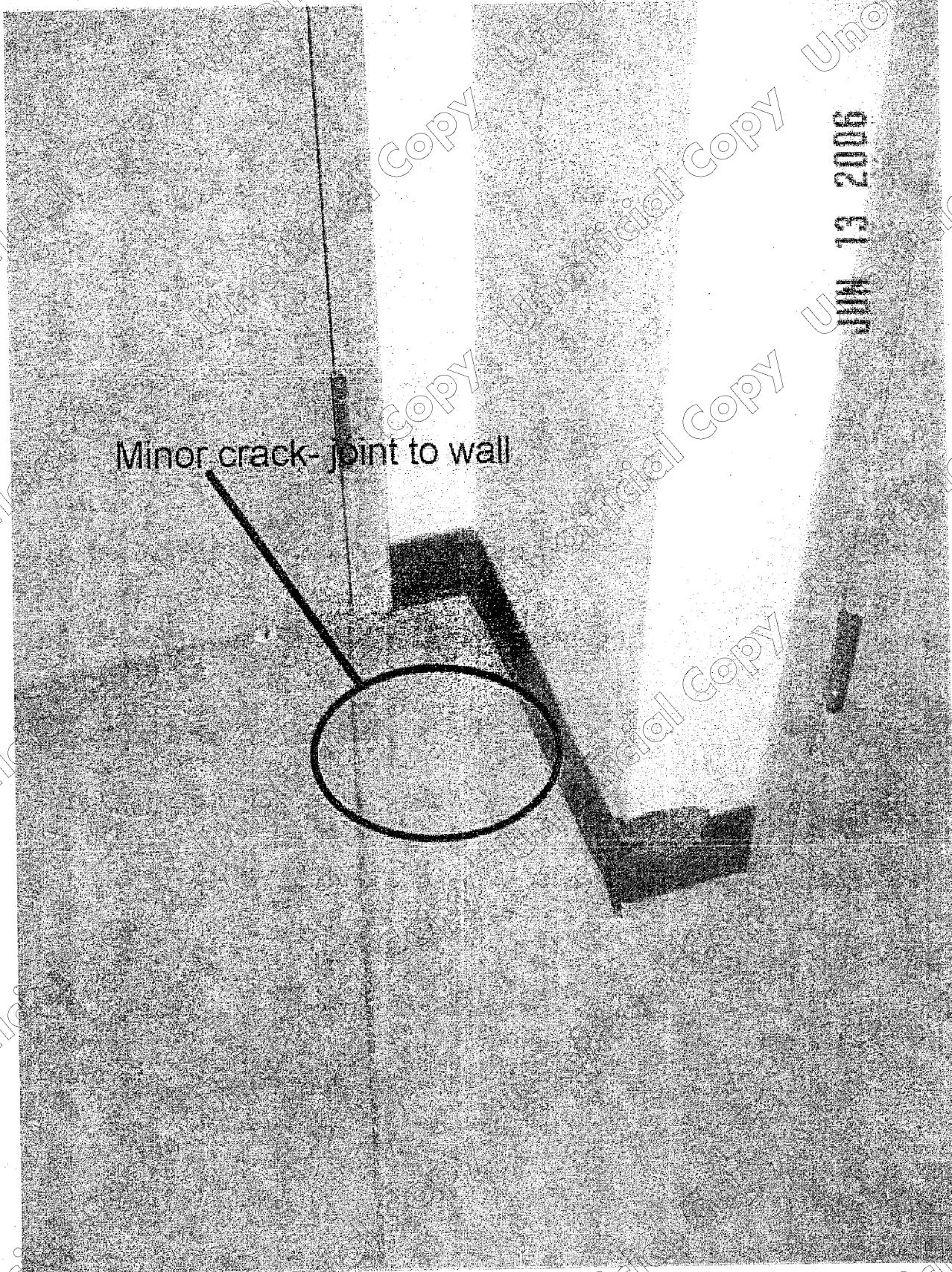
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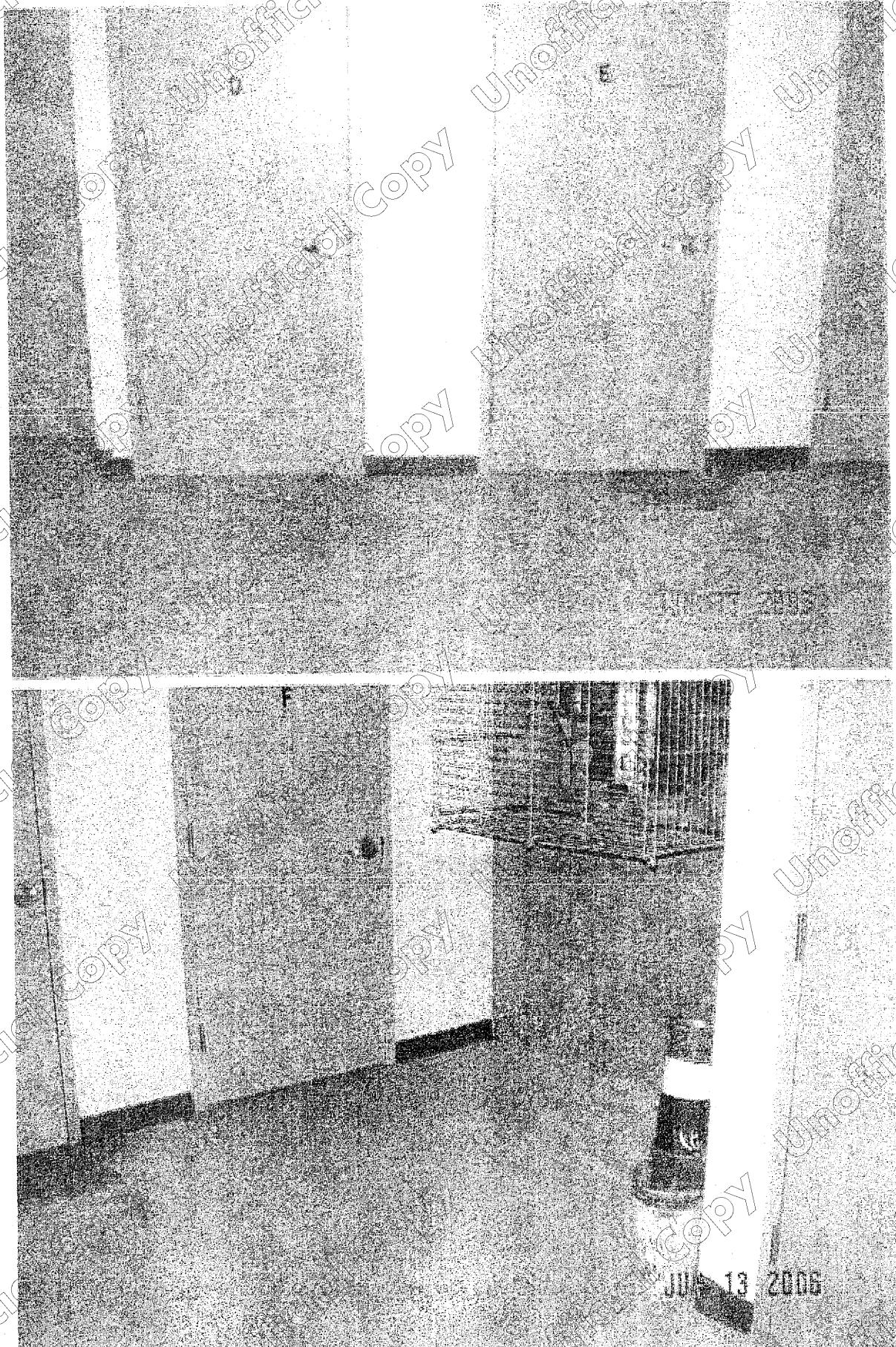
JUN 13 2008



BK1797 PG1574

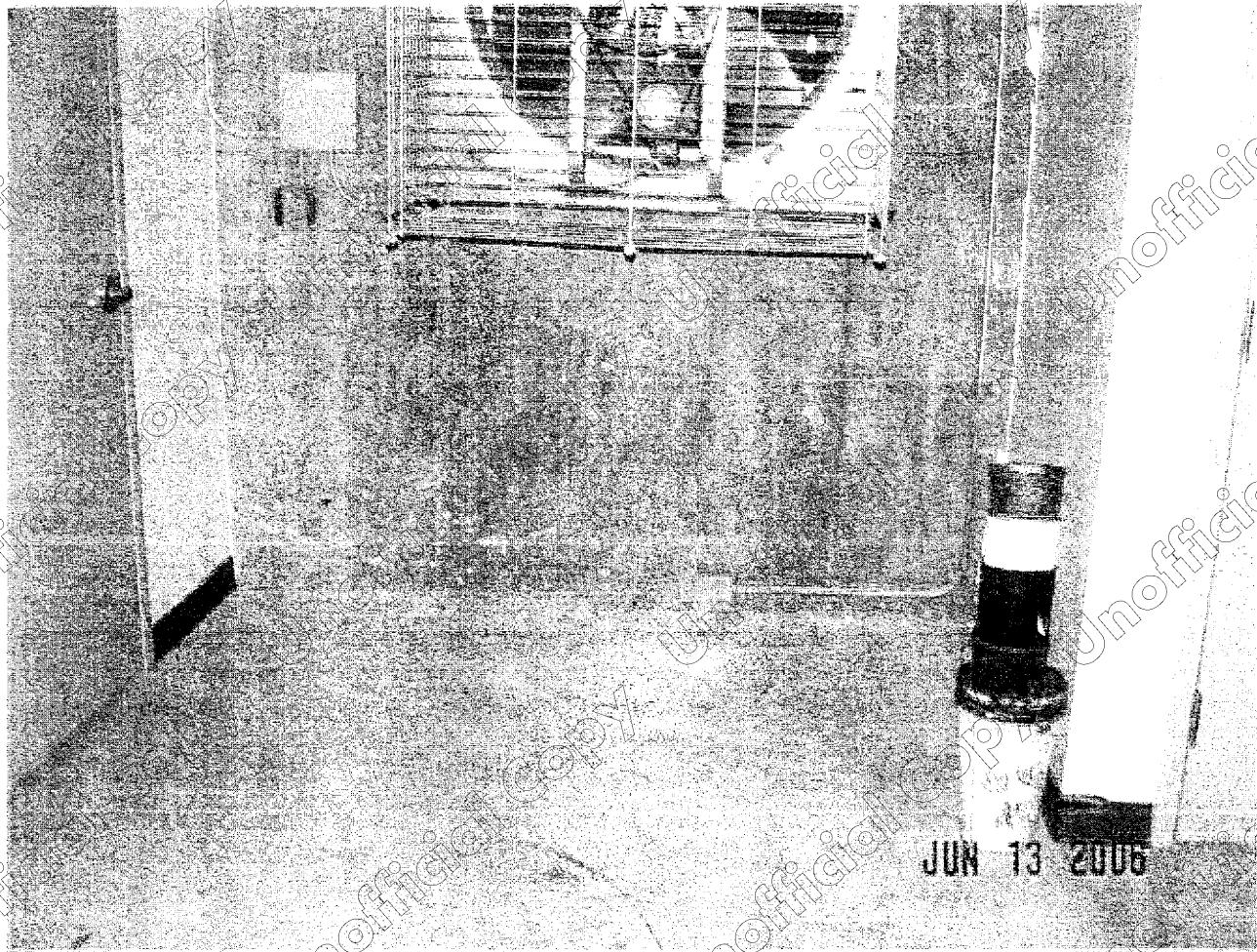
UW 13 2006





JULY 13 2006

BK1797 PG1576



BK1797 PG1577