

**When Recorded Return To:**

The Canyons Resort Village Association, Inc.  
1790 Sun Peak Drive, Suite B105  
Park City, UT 84098  
Attention: Jennifer Guetschow

**COURTESY RECORDING**

Space above for County Recorder's Use

[PARCEL I.D. # \_\_\_\_\_]  
See attached Exhibit "D"

**NONEXCLUSIVE PEDESTRIAN AND SKI ACCESS EASEMENTS  
(Amending and Restating Original Easements)**

THIS NONEXCLUSIVE PEDESTRIAN AND SKI ACCESS EASEMENTS ("Agreement") is granted, made and entered into as of this \_\_\_\_ day of June, 2009, by and among THE CANYONS RESORT VILLAGE ASSOCIATION, INC. a Utah non-profit corporation, d.b.a. The Canyons Resort Village Management Association ("Grantee"), MORINDA PROPERTIES ESCALA LODGES LC, a Utah limited liability company, and MORINDA PROPERTIES WEIGHT PARCEL, LLC, a Utah limited liability company, (collectively hereinafter together referred to as "Developer"), and ESCALA LODGES CONDOMINIUMS ASSOCIATION, INC., a Utah nonprofit corporation (the "Escala Association" and collectively herein together referred to with Developer as "Grantor").

**RECITALS**

A. Developer is the developer of that certain condominium project commonly known as the "Escala Lodges Condominiums" located in Summit County, Utah ("Grantor Property"), as depicted on that certain Escala Lodges Condominium Amended and Restated Condominium Plat recorded in the office of the Summit County Recorder ("Official Records") on January 28, 2009, as Entry No. 863831 (the "Amended Plat") and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

B. Escala Association is the unit owners association for Escala Lodges Condominiums organized for the purposes set forth in that certain Amended and Restated Condominium Declaration for Escala Lodges Condominiums recorded in the Official Records on January 28, 2009, as Entry No. 863832, in Book 1964, beginning at Page 1774 ("Declaration"), and is responsible for maintaining the common area and facilities situated on the Grantor Property ("Common Areas and Facilities") in accordance with the Declaration. Pursuant to the

Declaration, the "Management Committee" of Escala Association has the right to grant conveyances, easements and rights-of-way over the Common Areas and Facilities.

C. Grantee is the master association for the Grantor Property in The Canyons Specially Planned Area Zone District (the "SPA") established pursuant to that certain Amended and Restated Development Agreement for The Canyons Specially Planned Area, dated as of November 15, 1999, as amended (the "SPA Development Agreement"), recorded on November 24, 1999, as Entry No. 553911, in Book 1297 beginning at Page 405, in the Official Records. Escala Association is one of Grantee's sub-associations.

D. Under the SPA Development Agreement, Grantee has responsibilities relating to the development of pedestrian and ski trails and trail systems in the SPA.

E. Prior to the recording of the Amended Plat, certain ski easements (collectively, the "Original Easements") were granted in favor of Grantee over and across the Grantor Property as depicted on that certain Record of Survey for Escala Lodges Condominiums, recorded in the Official Records on June 17, 2005, as Entry No. 739708, as amended by Escala Lodges, Phase 2, recorded in the Official Records on July 31, 2006, as Entry No. 785230, and as depicted on that certain Escala Lodge Plat 'A', recorded in the Official Records on June 17, 2005, as Entry No. 739707 (collectively the "Prior Plats"). The Prior Plats have been amended and restated pursuant to the Amended Plat.

F. The parties have negotiated the permanent location of those certain easements described herein and as depicted in Exhibit B attached hereto and incorporated herein for all purposes (the "Easement Map"), which the parties expressly agree depicts the location of all of amended easements and rights-of-way, whether Original Easements that are adjusted, relocated, amended, restated and/or newly granted pursuant to this Agreement, granted by Grantor to Grantee over and across that certain specific portion of the Grantor Property depicted as the "Easement Area" on the Easement Map and more particularly described in Exhibit C attached hereto and incorporated herein for all purposes (the "Easement Area") as of the date of this Agreement for the limited purpose of pedestrian and mountain biking access and use.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

**1. Grant of Nonexclusive Pedestrian Easement.** Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantee, and as and to the extent necessary to accomplish the intent of this Agreement the parties hereby agree that the Original Easements are hereby adjusted, relocated, amended and restated to establish, a permanent, nonexclusive easement and right-of-way over, across, through, under and to the Easement Area (subject to the rules and regulations adopted from time to time by Escala Association) for the limited purposes of providing access, ingress, egress and use for pedestrian and mountain biking traffic, in common with others. Notwithstanding the foregoing, any such rules and regulations promulgated by Escala Association shall not impair or restrict the exercise or enjoyment of the Easement by Grantee or any of the other Benefited Parties (defined below)

for the purposes herein granted. The easement and other rights described in this Section 1, as adjusted, relocated, restated, amended and/or granted pursuant to this Agreement, and the "Ski Easement" and other rights described in and granted pursuant to Section 2 below, are collectively hereinafter referred to as the "Easements."

2. Grant of Nonexclusive Ski Easement. Grantor hereby grants and conveys to Grantee a permanent, non-exclusive easement and right of way (including an easement and right of way for skier and snowboarder traffic in connection with the ski trail operations conducted by Grantee or its contractor) over and across the Easement Area for the limited purpose of providing ingress and egress ski, snowboard and downhill winter recreational non-motorized activity (to the extent expressly permitted at The Canyons Resort) access to (a) that certain convention center that is proposed to be developed on Parcels RC 16a and RC 16b and such other or additional residential or commercial projects, buildings, facilities, or improvements (commonly referred to as "Resort Amenities" within the SPA) as authorized under the SPA Development Agreement and as may be approved by Grantee and Summit County for development on Parcels RC 16a and RC 16b, (b) ski lift and related facilities that may be constructed on Parcels RC 17 and RC 18 within the SPA, and (c) other existing or future interconnected trails as required by the SPA Development Agreement and approved by Grantee as contemplated by that certain Amended and Restated Snyderville Basin Special Recreational District Regional Trails Agreement, as may be amended from time-to-time (collectively, the "Ski Easement"). Without affecting or conditioning the grant of the Ski Easement, Grantee and Grantee's members shall not use such Ski Easement until (x) Grantee has notified Grantor in writing of Grantee's determination that use of the easement granted pursuant to this Section 2 is required in connection with the planning, approval, financing or development of the projects, buildings, facilities, improvements, trails and/or trail systems described in subsections (a) through (c) above; and (y) the parties or their respective successors or assigns have executed and recorded in the Official Records within ninety (90) days of the date of this Agreement, an amendment to this Agreement setting forth reasonable terms concerning indemnification, the provision of insurance coverage and maintenance of the Easement Area for the purposes granted pursuant to this Section 2 (the "Ski Easement Amendment"). It is the parties' intent to work together diligently and in good faith, and each party shall cooperate with the other party to effectuate the purposes of this Section 2, including without limitation the negotiation, execution and recordation of the Ski Easement Amendment. Although Grantee and its members shall defer the use of the Ski Easement pending satisfaction of the requirements described in subsections (x) and (y) above, the parties nevertheless agree that the Ski Easement is an integral part of the SPA trail and trail systems described in Recital D above, and that the Grantee's and its members' rights to commence use of the Ski Easement is subject only to the satisfaction of the conditions described in this Section 2. If, within the 90-day period described in subsection (y) above, the parties are unable to agree upon the terms of Ski Easement Agreement or the execution of or recordation in the Official Records the Ski Easement Amendment, then any of the parties, by giving written notice to the other parties, may demand arbitration for the purpose of establishing the terms of the Ski Easement Agreement as related to the matters described in subsection (y), above. The parties agree that, upon such demand, such matters shall be promptly resolved by arbitration conducted in Summit County, Utah, in accordance with the rules and procedures of the American Arbitration Association, or such other arbitration rules and procedures to which the parties may agree in writing, and the determination of the arbitrator(s) in such proceeding shall be final and

binding on the parties, which shall promptly execute and record in the Official Records a Ski Easement Amendment setting forth the determination of the arbitrators.

3. Benefited Parties. The Easements shall be for the use and benefit of the following persons and entities (collectively "Benefited Parties"): (a) Grantee and Grantee's members, and (b) Escala Association and its members, (c) Developer, and (d) the respective officers, employees, guests, invitees, tenants, successors and assigns of the persons and entities identified in subsections (a) through (c).

4. Grantor's Reservation of Rights. Grantor reserves unto itself forever, the right to cross over or under the Easement Area, to place or grant other licenses and easements along, across, or under the Easement Area, to use the Easement Area for any purpose, and to otherwise make improvements to the Easement Area, so long as such uses and improvements do not deprive or materially diminish Grantee's or any of the Benefited Parties' use or enjoyment of the Easement Area for the purposes granted in Sections 1 and 2 hereof. Notwithstanding the foregoing, no individual Grantor has executed, and each individual Grantor agrees not to execute, any agreements, instruments or plats granting any easements or other rights respecting the Easement Area, or amending or modifying any agreements, instruments or plats granting any existing easements or other rights respecting the Easement Area (including without limitation that certain Easement Agreement, dated April 26, 2004, recorded August 10, 2004 as Entry No. 707125 in the Official Records), that would deprive or materially diminish Grantee's or any of the Benefited Parties' use or enjoyment of the Easement Area for the purposes granted in paragraphs 1 and 2 above.

5. Relocation. Grantor reserves the right, with the approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed, to relocate from time to time, the actual location of the Easement Area within the Grantor Property ("Relocated Easement Area") by giving Grantee 60 days' prior written notice of such relocation ("Relocation Notice"), so long as such relocation does not deprive or materially diminish the Benefited Parties' use or enjoyment of the Easements. The Relocated Easement Area shall be deemed approved by Grantee within 30 days after Grantor's delivery of the Relocation Notice if no written response (including specific objections thereto) is given to Grantor on or before the end of such 30-day period. Grantee shall have the right to object to the Relocated Easement Area only if such relocation deprives or materially diminishes the Benefited Parties' use or enjoyment of the Easement Area for the purposes granted in Sections 1 and 2 above. In the event Grantor elects to relocate the Easement Area, Grantor shall pay such relocation costs, including without limitation the relocation of any improvements installed or constructed by Grantee within the Easement Area. In connection with the Relocated Easement Area, Grantor and Grantee agree to execute and record in the Official Records an amendment to this Agreement, in form and substance reasonably satisfactory to Grantor and Grantee, which shall set forth the change in location of the Easement Area. Grantee agrees at such time to execute and record in the Official Records the documents reasonably necessary to terminate Grantee's right, title and interest in the original Easement Area described herein. Further, Grantor and Grantee acknowledge and agree that no amendment to the Declaration or the Amended Plat shall be required to effectuate any relocation of the Easement Area so long as such adjustments are made pursuant to this Section 5.

6. Repair and Maintenance. Escala Association, at its cost and expense, will maintain the Easement Area in good clean condition and repair and otherwise in accordance with the requirements of the Declaration, applicable governmental approvals, requirements and permits, and any applicable requirements of the Grantee's Design Review Committee. Escala Association shall have no obligation to improve the Easement Area. Except as set forth in paragraphs 5, 6 and 7 of this Agreement, Grantor shall have no further construction, liability, maintenance or financial obligations of any kind in connection with the Easements.

7. Insurance Obligations of Escala Association. Escala Association shall maintain in full force and effect commercial general liability insurance with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence and property insurance for full replacement value under an Extended, Special Form or blanket policy. Such insurance shall name each of Grantor and Grantee as additional insureds and shall be rated by Best's Insurance Guide of not less than A/IX. The insurance shall be endorsed to require a minimum of thirty (30) day's notice from the carrier(s) to each of Grantor and Grantee prior to any cancellation, material change or non-renewal thereof. A current Certificate of Insurance (and of the carrier's requirement to provide any such notice of cancellation) shall be provided to each of Grantor and Grantee. In this connection, Escala Association hereby waives any and all rights of recovery against each of Grantor and Grantee (and against their respective officers, directors, trustees, managers, members, agents, employees, and representatives) of loss or damage occasioned to Escala Association or Escala Association's property or the property of others under Escala Association's control, to the extent that such loss or damage is covered under any insurance policies carried by Escala Association and in force at the time of such loss or damage. Each insurance policy obtained hereunder by Escala Association shall provide that the insurance company waives all right of recovery by way of subrogation against each of Grantor and Grantee in connection with any loss or damage covered by such insurance policy, all without impairment or invalidation of such insurance.

8. Covenants to Run with the Land. The Easements and rights contained in this Agreement (whether affirmative or negative in nature) shall (i) constitute covenants running with the land, (ii) bind every person having a fee, leasehold or other interest in any portion of the Grantor Parcel and the Easement Area at any time or from time to time to the extent such portion is affected or bound by the Easements or rights in question, or to the extent such Easements or right is to be performed on such portion, and (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

9. Duration, Integration and Amendment. This Agreement, the Easements and other rights provided for in this Agreement (including the rights set forth in Section 2 of this Agreement) shall be perpetual. Notwithstanding anything within this Agreement to the contrary, the parties may terminate this Agreement only by a written notice of termination executed by the parties, and recorded in Official Records. This Agreement contains the entire agreement among the parties with respect to the matters addressed herein. The parties may amend this Agreement only by a written instrument executed by the parties, and recorded in the Official Records.

10. Default. In the event of a default by a party under any provision of this Agreement, the non-defaulting party or parties shall be entitled to institute proceedings (at law or in equity) for full and adequate relief, and/or compensation from the consequences of such

default; provided, however, that such compensation shall not include consequential damages of any nature, including without limitation lost profits and special damages, or punitive or exemplary damages. Such remedies shall include without limitation the right to specific performance and injunctive relief and shall be in addition to and not in lieu of any rights or remedies to which each grantee may be entitled. Notwithstanding anything to the contrary herein, only the Grantor, Escala Association and Grantee or their respective successors and assigns shall have any right to enforce this Agreement and the Easements granted herein.

11. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Area or the Grantor Property 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.

12. Notice. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective parties shall be sent to the addresses below:

If to Grantee: The Canyons Resort Village Association, Inc.  
1790 Sun Peak Drive, Suite B105  
Park City, UT 84098  
Attention: Jennifer Guetschow

If to Grantor: Morinda Properties Escala Lodges DC  
c/o Silverado Development, Inc.  
222 East 860 South  
Orem, UT 84058  
Attention: Adam Loser

If to Escala Association: Escala Lodges Condominiums Association, Inc.  
c/o Silverado Development, Inc.  
222 East 860 South  
Orem, UT 84058  
Attention: Adam Loser

13. No Relationship. The parties hereto do not, by this Agreement nor by any parties acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

14. 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 parties' use of the Easement Area.

15. No Waiver. Failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

16. Authority. The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective parties. Grantee and Grantor each specifically represent and warrant that no other parties are required to approve, consent to, join or execute this Agreement to validate this Agreement and the easements, covenants, restrictions and undertaking of this Agreement. The undersigned further represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective parties, enforceable in accordance with its terms.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns.

18. Attorneys' Fees. In the event of a breach or other dispute between the parties in the performance or interpretation of this Agreement, or otherwise arising out of or relating to this Agreement, a prevailing party in such dispute, whether pursued through litigation or otherwise, shall be entitled to recover from a non-prevailing party all of the prevailing party's costs and expenses incurred in connection with such dispute, including reasonable attorneys' fees actually incurred.

19. Separate Liability and Assumption of Risk. Notwithstanding anything contained in this Agreement, in the event an individual Grantor breaches this Agreement, then the responsible Grantor shall be individually liable for the costs and expenses associated with its actions and the non-responsible Grantor shall not be held jointly or severally liable. The parties agree and acknowledge that the Easement Area constitutes a portion of the Common Areas and Facilities for which Escala Association is solely responsible to repair, replace and maintain in accordance with the Declaration. Accordingly, it is the intent of the parties that the obligations of Escala Association under this Agreement be nonrecourse to Developer and its affiliates, members, directors, officers and managers. Grantee and each Benefitted Party expressly assume the risk of noise, nuisances, hazards, personal injury, or property damage related to use, access and enjoyment of the Easements. By use, access and enjoyment of the Easements, Grantee and each Benefitted Party agrees that neither Developer nor any of its affiliates, members, directors, officers or managers shall be liable to Grantee, a Benefitted Party or any other person claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the Easements. Developer shall remain liable under this Agreement only to the extent that it has development rights to the Easement Area as described in the Declaration. Notwithstanding the foregoing, nothing set forth in this paragraph 19 shall relieve any Grantor or the Developer of or from any of its obligations under Section 2, including without limitation the execution and negotiation of the Ski Easement Amendment.

20. **Interpretation.** The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

21. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

22. **Further Assurances.** The parties shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, which together shall constitute the Agreement.

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

25. **Recitals Incorporated.** The Recitals set forth above are true and correct and are incorporated herein by this reference.

26. **Non-Disturbance of Utility Easements.** Notwithstanding anything to the contrary in this Agreement, in no event shall Grantee use the Easements in any manner which would materially interfere with the utility easements or any other easements which are in and/or adjacent to the Easement Area as may be depicted on page 5 of the Amended Plat.

27. **Subordination.** Grantor hereby agrees to cause the lenders or other persons (“Lenders”) holding liens or security interests arising under any trust deed, mortgage or other similar instruments (“Financial Encumbrances”) encumbering the Grantor Property, to execute and record in the Official Records, within 60 days following the recording of this Agreement in the Official Records, instruments declaring (a) that such Financial Encumbrances are junior and subordinate to this Agreement, the Easements and the rights contained in this Agreement, and (b) approving the execution and recordation in the Official Records of the Ski Easement Amendment contemplated by Section 2 without any further approval of the Lenders.

[Signatures on Following Pages.]





IN WITNESS WHEREOF, Grantor has executed this Agreement as of June 23, 2009.

**GRANTOR:**

**MORINDA PROPERTIES ESCALA LODGES LC,**  
a Utah limited liability company

By: 

Name: JOHN J. WADSWORTH

Its: Member

**MORINDA PROPERTIES WEIGHT PARCEL, LLC,**  
a Utah limited liability company

By: 

Name: JOHN J. WADSWORTH

Its: Member

**ESCALA ASSOCIATION:**

**ESCALA LODGES CONDOMINIUMS ASSOCIATION,**  
INC., a Utah nonprofit corporation

By: 

Name: Adam B. Lester

Its: Manager

STATE OF Utah  
:SS.  
COUNTY OF Utah

The foregoing instrument was acknowledged before me this 1 day of July, 2009, by John J. Wadsworth, the member of MORINDA PROPERTIES ESCALA LODGES LC, a Utah limited liability company.

Nina B Peterson  
NOTARY PUBLIC  
Residing at: Springville, UT

My Commission Expires: 10/2/10

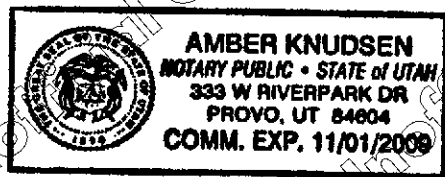


STATE OF \_\_\_\_\_ )  
:SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 1 day of July, 2009, by John J. Wadsworth, the member of MORINDA PROPERTIES WEIGHT PARCEL, LLC, a Utah limited liability company.

Amber Knudsen  
NOTARY PUBLIC  
Residing at: American Fork UT

My Commission Expires: 11/01/09

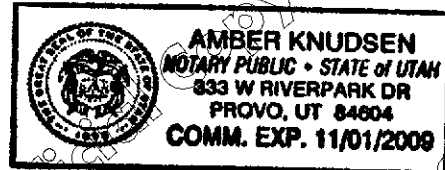


STATE OF Utah  
:SS.  
COUNTY OF Utah

The foregoing instrument was acknowledged before me this 1 day of July, 2009, by Adam Loper, the Manager of ESCALA LODGES CONDOMINIUMS ASSOCIATION, INC., a Utah nonprofit corporation.

Amber Knudsen  
NOTARY PUBLIC  
Residing at: American Fork, UT

My Commission Expires: 11/01/09



**EXHIBIT "A"**

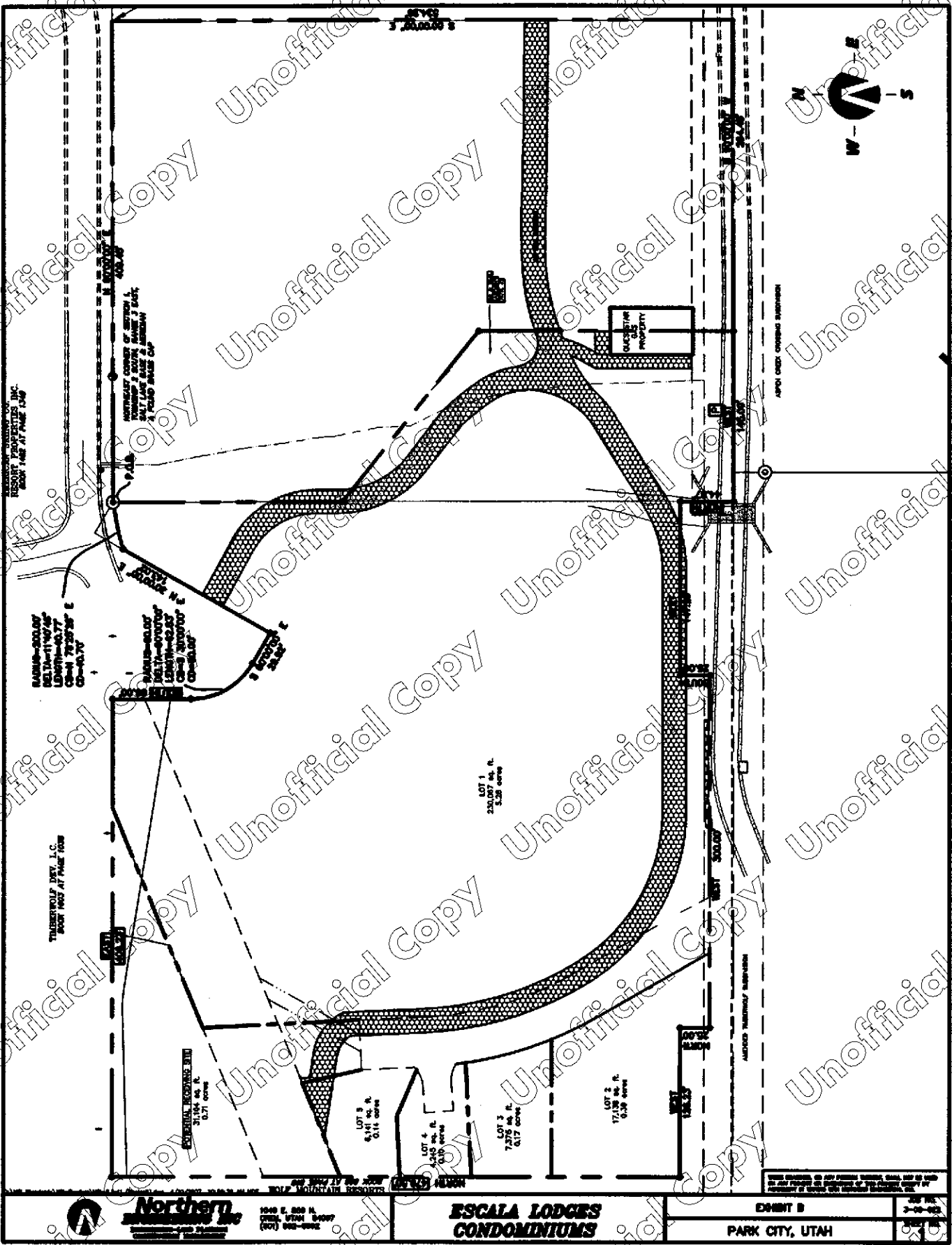
**LEGAL DESCRIPTION OF GRANTOR PROPERTY**

ESCALA LODGES CONDOMINIUMS, as the same is identified in that certain Amended and Restated Condominium Plat for Escala Lodges Condominiums recorded January 28, 2009 in the Office of the Summit County Recorder, as Entry No. 863831 (as said Plat may have heretofore been amended or supplemented) and in the Amended and Restated Condominium Declaration for Escala Lodges Condominiums as recorded on January 28, 2009 in the Office of the Summit County Recorder, as Entry No. 863832, in Book 1964, at Page 1774 of Official Records (as said Declaration may have heretofore been amended or supplemented).

**EXHIBIT "B"**

**ATTACH EASEMENT MAP**

**(The easement map attached hereto is incorporated herein for all purposes.)**



 <p><b>Northern Properties, Inc.</b> 1040 E. 800 N. CIRCLE UTAH 84007 (801) 962-6992</p>	<p><b>ESCALA LODGES CONDOMINIUMS</b></p>	<p><b>EXHIBIT B</b> PARK CITY, UTAH</p>	<p>2007-08-02</p>
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**EXHIBIT "C"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

BEGINNING AT A POINT THAT IS N.89°59'43"W. ALONG THE SECTION LINE 1965.40 FEET AND SOUTH 75.78 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN; THENCE S.61°28'2"E. 53.03 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, WITH A DELTA ANGLE OF 61° 28' 02", AND WHOSE LONG CHORD BEARS S.30°44'1"E. 81.77 FEET; THENCE S.0°0'0"E. 22.86 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 76.75 FEET, WITH A DELTA ANGLE OF 43° 28' 44", AND WHOSE LONG CHORD BEARS S.25°1'41"E. 56.85 FEET; THENCE S.52°8'33"E. 54.86 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 235.00 FEET, WITH A DELTA ANGLE OF 09° 46' 58", AND WHOSE LONG CHORD BEARS S.39°26'14"E. 40.08 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, WITH A DELTA ANGLE OF 27° 25' 55", AND WHOSE LONG CHORD BEARS S.20°49'47"E. 33.20 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, WITH A DELTA ANGLE OF 102° 07' 24", AND WHOSE LONG CHORD BEARS S.58°10'32"E. 31.11 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.73 FEET, WITH A DELTA ANGLE OF 01° 03' 44", AND WHOSE LONG CHORD BEARS N.71°17'38"E. 4.17 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 224.72 FEET, WITH A DELTA ANGLE OF 19° 55' 22", AND WHOSE LONG CHORD BEARS N.81°47'9"E. 77.75 FEET; THENCE N.89°31'36"E. 18.99 FEET; THENCE S.88°22'45"E. 71.13 FEET; THENCE S.89°27'23"E. 97.41 FEET; THENCE S.0°0'0"E. 20.00 FEET; THENCE N.89°27'16"W. 97.98 FEET; THENCE N.88°49'22"W. 89.78 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 204.73 FEET, WITH A DELTA ANGLE OF 21° 52' 33", AND WHOSE LONG CHORD BEARS S.80°54'54"W. 77.69 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 204.73 FEET, WITH A DELTA ANGLE OF 01° 52' 41", AND WHOSE LONG CHORD BEARS S.69°2'17"W. 6.71 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 108.18 FEET, WITH A DELTA ANGLE OF 15° 50' 07", AND WHOSE LONG CHORD BEARS S.23°31'03"W. 29.90 FEET; THENCE N.90°00'00"E. 18.16 FEET; THENCE S.0°00'00"E. 12.00 FEET; THENCE S.90°00'00"W. 20.00 FEET; THENCE S.0°0'3"E. 70.00 FEET; THENCE S.89°59'1"W. 12.00 FEET; THENCE N.0°0'0"E. 81.44 FEET; THENCE N.29°11'36"E. 12.42 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, WITH A DELTA ANGLE OF 07° 47' 24", AND WHOSE LONG CHORD BEARS N.25°17'54"E. 11.55 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 204.73 FEET, WITH A DELTA ANGLE OF 04° 00' 17", AND WHOSE LONG CHORD BEARS S.61°34'25"W. 14.31 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, WITH A DELTA ANGLE OF 15° 36' 46", AND WHOSE LONG CHORD BEARS S.51°45'54"W. 27.16 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET, WITH A DELTA ANGLE OF 14° 04' 21", AND WHOSE LONG CHORD BEARS S.50°59'42"W. 22.05 FEET; THENCE

DMWEST #6736628 FINAL VERSION

C-1

S.58°1'52"W. 79.60 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET, WITH A DELTA ANGLE OF 31° 58' 08", AND WHOSE LONG CHORD BEARS S.74°0'56"W. 66.09 FEET; THENCE N.90°0'0"W. 188.49 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3112.57 FEET, WITH A DELTA ANGLE OF 00° 18' 16", AND WHOSE LONG CHORD BEARS N.90°0'0"W. 16.54 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, WITH A DELTA ANGLE OF 57° 55' 18", AND WHOSE LONG CHORD BEARS N.61°2'21"W. 164.63 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 292.00 FEET, WITH A DELTA ANGLE OF 29° 21' 03", AND WHOSE LONG CHORD BEARS N.17°24'10"W. 147.95 FEET; THENCE N.2°43'39"W. 63.34 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 26.00 FEET, WITH A DELTA ANGLE OF 46° 35' 11", AND WHOSE LONG CHORD BEARS N.58°1'6"W. 20.56 FEET; THENCE N.81°18'41"W. 69.40 FEET; THENCE N.67°54'48"E. 56.51 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5.00 FEET, WITH A DELTA ANGLE OF 141° 31' 52", AND WHOSE LONG CHORD BEARS S.10°32'45"E. 9.44 FEET; THENCE S.81°18'41"E. 17.74 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 46.00 FEET, WITH A DELTA ANGLE OF 54° 39' 57", AND WHOSE LONG CHORD BEARS S.53°58'43"E. 42.24 FEET; THENCE S.2°43'39"E. 68.21 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 272.00 FEET, WITH A DELTA ANGLE OF 29° 21' 03", AND WHOSE LONG CHORD BEARS S.17°24'10"E. 137.82 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, WITH A DELTA ANGLE OF 57° 55' 18", AND WHOSE LONG CHORD BEARS S.61°2'21"E. 145.26 FEET; THENCE N.90°0'0"E. 205.04 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, WITH A DELTA ANGLE OF 31° 58' 08", AND WHOSE LONG CHORD BEARS N.74°0'56"E. 55.08 FEET; THENCE N.58°1'52"E. 79.60 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 70.00 FEET, WITH A DELTA ANGLE OF 51° 30' 30", AND WHOSE LONG CHORD BEARS N.32°16'37"E. 60.83 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, WITH A DELTA ANGLE OF 41° 04' 07", AND WHOSE LONG CHORD BEARS N.14°0'42"W. 35.08 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 215.00 FEET, WITH A DELTA ANGLE OF 09° 25' 37", AND WHOSE LONG CHORD BEARS N.39°15'33"W. 35.33 FEET; THENCE N.52°8'33"W. 54.34 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 96.75 FEET, WITH A DELTA ANGLE OF 44° 25' 36", AND WHOSE LONG CHORD BEARS N.25°8'32"W. 73.15 FEET; THENCE N.0°0'0"E. 23.40 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, WITH A DELTA ANGLE OF 61° 28' 02", AND WHOSE LONG CHORD BEARS N.30°44'1"W. 61.33 FEET; THENCE N.61°28'2"W. 53.57 FEET; THENCE N.30°0'0"E. 20.08 FEET TO THE POINT OF BEGINNING.



EXHIBIT "D"

ESCLAL-COM-1	ESCLAL-23K	ESCLAL-317-AM
ESCLAL-COM-2	ESCLAL-23L	ESCLAL-318-AM
ESCLAL-COM-3	ESCLAL-23M	ESCLAL-321-AM
ESCLAL-COM-4	ESCLAL-23N	ESCLAL-322-AM
ESCLAL-COM-5	ESCLAL-23O	ESCLAL-COM-20
ESCLAL-COM-6	ESCLAL-23P	ESCLAL-401-AM
ESCLAL-COM-7	ESCLAL-23Q	ESCLAL-402-AM
ESCLAL-201-AM	ESCLAL-23R	ESCLAL-404-AM
ESCLAL-202-AM	ESCLAL-23S	ESCLAL-408-AM
ESCLAL-207-AM	ESCLAL-23T	ESCLAL-413-AM
ESCLAL-209-AM	ESCLAL-23U	ESCLAL-416-AM
ESCLAL-213-AM	ESCLAL-23V	ESCLAL-418-AM
ESCLAL-219-AM	ESCLAL-23W	ESCLAL-423-AM
ESCLAL-23A	ESCLAL-23Y	ESCLAL-COM-21
ESCLAL-23B	ESCLAL-COM-23	ESCLAL-501-AM
ESCLAL-23C	ESCLAL-COM-18	ESCLAL-504-AM
ESCLAL-23D	ESCLAL-301-AM	ESCLAL-505-AM
ESCLAL-23E	ESCLAL-302-AM	ESCLAL-508-AM
ESCLAL-23F	ESCLAL-304-AM	ESCLAL-513-AM
ESCLAL-23G	ESCLAL-305-AM	ESCLAL-516-AM
ESCLAL-23H	ESCLAL-308-AM	ESCLAL-517-AM
ESCLAL-23I	ESCLAL-313-AM	ESCLAL-518/618
ESCLAL-23J	ESCLAL-316-AM	ESCLAL-521-AM

ESCLAL-COM-22                      ESCLAL-325-AM                      ESCLAL-342-AM  
ESCLAL-601-AM                      ESCLAL-328-AM                      ESCLAL-344-AM  
ESCLAL-604-AM                      ESCLAL-331-AM                      ESCLAL-347-AM  
ESCLAL-608-AM                      ESCLAL-333-AM                      ESCLAL-348-AM  
ESCLAL-616-AM                      ESCLAL-338-AM                      ESCLAL-350-AM  
ESCLAL-623-AM                      ESCLAL-141-AM                      ESCLAL-351-AM  
ESCLAL-COM-8                      ESCLAL-142-AM                      ESCLAL-353-AM  
ESCLAL-COM-9                      ESCLAL-145-AM                      ESCLAL-354-AM  
ESCLAL-COM-10                      ESCLAL-148-AM                      ESCLAL-COM-19  
ESCLAL-COM-11                      ESCLAL-149-AM                      ESCLAL-441-AM  
ESCLAL-COM-12                      ESCLAL-150-AM                      ESCLAL-444-AM  
ESCLAL-COM-13                      ESCLAL-154-AM                      ESCLAL-447-AM  
ESCLAL-138-AM                      ESCLAL-COM-15                      ESCLAL-450-AM  
ESCLAL-COM-14                      ESCLAL-241-AM                      ESCLAL-451-AM  
ESCLAL-225-AM                      ESCLAL-242-AM                      ESCLAL-456-AM  
ESCLAL-226-AM                      ESCLAL-244-AM                      ESCLAL-144-AM  
ESCLAL-228-AM                      ESCLAL-248-AM                      ESCLAL-23X  
ESCLAL-231-AM                      ESCLAL-250-AM                      ESCLAL-618-AM  
ESCLAL-232-AM                      ESCLAL-251-AM                      ESCLAL-518-AM  
ESCLAL-233-AM                      ESCLAL-252-AM                      ESCLAL-C-1-AM  
ESCLAL-237-AM                      ESCLAL-254-AM                      ESCLAL-C-2-AM  
ESCLAL-238-AM                      ESCLAL-COM-17                      ESCLAL-C-3-AM  
ESCLAL-COM-16                      ESCLAL-341-AM                      ESCLAL-C-4-AM

ESCLAL-C-5-AM	ESCLAL-SC-1-AM	ESCLAL-4-153-AM
ESCLAL-C-6-AM	ESCLAL-SC-57-AM	ESCLAL-4-154-AM
ESCLAL-C-7-AM	ESCLAL-SC-58-AM	ESCLAL-4-200-AM
ESCLAL-C-8-AM	ESCLAL-SC-59-AM	ESCLAL-4-205-AM
ESCLAL-C-9-AM	ESCLAL-4-100-AM	ESCLAL-4-206-AM
ESCLAL-C-10-AM	ESCLAL-4-105-AM	ESCLAL-4-209-AM
ESCLAL-C-12-AM	ESCLAL-4-106-AM	ESCLAL-4-211-AM
ESCLAL-C-23-AM	ESCLAL-4-109-AM	ESCLAL-4-212-AM
ESCLAL-C-31-AM	ESCLAL-4-111-AM	ESCLAL-4-213-AM
ESCLAL-C-26-AM	ESCLAL-4-112-AM	ESCLAL-4-218-AM
ESCLAL-SC-27-AM	ESCLAL-4-113-AM	ESCLAL-4-219-AM
ESCLAL-SC-5-AM	ESCLAL-4-118-AM	ESCLAL-4-220-AM
ESCLAL-C-34-AM	ESCLAL-4-119-AM	ESCLAL-4-226-AM
ESCLAL-C-16-AM	ESCLAL-4-120-AM	ESCLAL-4-230-AM
ESCLAL-C-17-AM	ESCLAL-4-126-AM	ESCLAL-4-235-AM
ESCLAL-C-28-AM	ESCLAL-4-130-AM	ESCLAL-4-236-AM
ESCLAL-C-29-AM	ESCLAL-4-135-AM	ESCLAL-4-237-AM
ESCLAL-C-32-AM	ESCLAL-4-136-AM	ESCLAL-4-241-AM
ESCLAL-C-33-AM	ESCLAL-4-141-AM	ESCLAL-4-242-AM
ESCLAL-C-55-AM	ESCLAL-4-142-AM	ESCLAL-4-247-AM
ESCLAL-C-56-AM	ESCLAL-4-147-AM	ESCLAL-4-248-AM
ESCLAL-C-57-AM	ESCLAL-4-148-AM	ESCLAL-4-253-AM
ESCLAL-C-60-AM	ESCLAL-4-151-AM	ESCLAL-4-254-AM

ESCLAL-4-300-AM

ESCLAL-4-305-AM

ESCLAL-4-306-AM

ESCLAL-4-312-AM

ESCLAL-4-313-AM

ESCLAL-4-318-AM

ESCLAL-4-319-AM

ESCLAL-4-320-AM

ESCLAL-4-326-AM

ESCLAL-4-330-AM

ESCLAL-4-335-AM

ESCLAL-4-336-AM

ESCLAL-4-341-AM

ESCLAL-4-342-AM

ESCLAL-4-347-AM

ESCLAL-4-348-AM

ESCLAL-4-353-AM

ESCLAL-4-354-AM

ESCLAL-4-400-AM

ESCLAL-4-430-AM

ESCLAL-5-160-AM

ESCLAL-5-167-AM

ESCLAL-5-168-AM

ESCLAL-5-169-AM

ESCLAL-5-171-AM

ESCLAL-5-173-AM

ESCLAL-5-174-AM

ESCLAL-5-260-AM

ESCLAL-5-267-AM

ESCLAL-5-268-AM

ESCLAL-5-269-AM

ESCLAL-5-271-AM

ESCLAL-5-273-AM

ESCLAL-5-274-AM

ESCLAL-5-360-AM

ESCLAL-5-367-AM

ESCLAL-5-368-AM

ESCLAL-5-369-AM

ESCLAL-5-371-AM

ESCLAL-5-373-AM

ESCLAL-5-374-AM

ESCLAL-C-65-AM

ESCLAL-C-68-AM

ESCLAL-C-73-AM

ESCLAL-C-76-AM

ESCLAL-C-80-AM

ESCLAL-C-82-AM

ESCLAL-C-88-AM

ESCLAL-C-86-AM

ESCLAL-C-93-AM

ESCLAL-C-94-AM

ESCLAL-C-97-AM

ESCLAL-SC-63-AM

ESCLAL-SC-67-AM

ESCLAL-SC-85-AM

ESCLAL-SC-86-AM

ESCLAL-SC-94-AM

ESCLAL-SC-96-AM

ESCLAL-SC-97-AM