

WHEN RECORDED, MAIL TO:
Community Development Director
Summit County
Summit County Courthouse
Coalville, Utah 84017

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1997 JUN 26 14:55 PM FEE \$.00 BY MAT
REQUEST: SUMMIT COUNTY

P-22934

DEED

-AND-

CONSERVATION EASEMENT

THIS DEED AND CONSERVATION EASEMENT is made this 4th day of MARCH, 1997, by SUMMIT COUNTY, a political subdivision of the State of Utah (the "Grantor"), whose mailing address is Summit County Courthouse, Coalville, Utah 84017, and Jeremy Ranch Owners Association, a Utah not for profit corporation (the "Grantee").

R E C I T A L S:

A. Grantor owns certain real property located in Summit County, Utah (the "Property") sometimes referred to as the Open Space, Park, Conservancy Park and Moose Hollow Park portions of the Jeremy Ranch Development as shown on Exhibit D to that certain Consent Agreement between Grantor and its predecessor(s) in interest, recorded as Entry No. 389144 in Book 758, page 35 of the official records of the Summit County Recorder, and more particularly described in Exhibit A, attached hereto.

B. The Property possesses natural, scenic, open space, wildlife, wetland and educational values (collectively, "conservation values") of great importance to the Grantor, Grantee, the people of Summit County, and the people of the State of Utah.

C. Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those existing at the time of the recording of this easement, that do not significantly impair or interfere with those values.

D. Grantor further intends, by the recording of this Deed and Easement, to preserve and protect the conservation values of the Property in perpetuity.

NOW, THEREFORE, in consideration of the covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

CONVEYANCE

Grantor hereby quit claims to Grantee the Property located in Summit County, State of Utah, and more particularly described in Exhibit A, attached hereto and by this reference made a part hereof. Said conveyance is specifically made **SUBJECT TO** the reservation of easement made hereinafter.

RESERVATION OF EASEMENT

IN CONSIDERATION of the above and the covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1, et seq. (1985), with the intention of making an irrevocable easement in perpetuity, Grantor hereby reserves and establishes a conservation easement, as hereinafter defined, (the "Easement") over and across all the Property to preserve and protect the natural, ecological, water, wildlife, habitat, open space, scenic, aesthetic, and wetland values present on the Property, and shall bind Grantee and Grantee's successors in ownership and/or use of the Property forever. The Easement shall be perpetual and shall not be subject to any mortgage, lien, or other encumbrance other than encumbrances of sight or record existing at the time this instrument is signed or encumbrances or rights excepted herein.

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wetland and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. The use of the Property shall be limited to such activities, including, without limitation, those which are consistent with the purpose of this Easement.

2. **Rights of the Grantor.** To accomplish the purpose of this Easement, the following rights are reserved to the Grantor:

a. To preserve and protect the conservation, interest and values of the Property.

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b. To enter upon the Property to inspect and enforce the rights herein granted in a manner and at any time that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry and upon

reasonable prior notice given by or on behalf of the Grantor to one or more of the then owners of the Property (the "Owners"), provided that no such notice shall be required where the Grantor reasonably determines that immediate entry upon the Property is essential to prevent or mitigate a significant violation of the Easement; and

c. To enjoin any activity on or use of the Property that is inconsistent with the purpose of this Easement or which may be reasonably expected to have a significant adverse impact on the conservation interests associated with the Property, and to enforce the restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, pursuant to paragraph 6.

d. To designate, grant and record within seven (7) years from the date hereof: (1) a ten foot (10') wide public trail easement within that area of the Property described and designated as the "Conservancy Park;" and (2) a public trail easement for a backcountry, single track, multiple-use character trail co-extensive with existing game trails along the perimeter of the planned area boundary in the passive open space areas with appropriate trail connections to link these trails to a regional or area trail system in the future after consultation with the Jeremy Ranch Owners Association, all in accordance with Exhibit D and Schedule 1 to that certain Consent Agreement between Grantor and its predecessor(s) in interest, recorded as Entry No. 389144 in Book 758, Page 35 of the official records of the Summit County Recorder.

3. Permitted Uses and Practices. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with the Easement, provided that each such use or practice is effected in a manner that is not inconsistent with the purpose of the Easement as specified in paragraph 1 and that each such use or practice shall neither significantly impair the public's view of and over the Property nor, in general, result in significant injury to or the destruction of a significant conservation interest:

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a. To plant and maintain native trees and bushes and grasses (and exotic species thereof if first approved in writing by the Grantor) to protect, preserve and enhance the aesthetic, wetland and wildlife habitat values of the Property;

b. To control predatory or problem animals by the use of selective control measures and techniques;

c. To remove such weeds that the Grantor reasonably determines to be hazardous to the uses and practices herein reserved;

d. To build, maintain and repair fences and cattle guards reasonably appropriate for wildlife protection purposes, for the protection of vegetation planted in accordance with subparagraph (a) of this paragraph, or for the separation of areas on which buildings are located;

e. To use the Property for educational purposes consistent with the purpose of the Easement;

f. To use the Property for commercial or noncommercial photography consistent with the purpose of the Easement; and

g. To construct weirs on the Property and maintain watercourses, irrigation ditches, and bodies of water as habitat for animals, fish, fowl and vegetation.

h. Consistent with the provisions of paragraph 2(d), to construct trails appropriate for use only by pedestrians and other non-motorized uses (not motorized or mechanized bikes or vehicles) which are designed to complement the natural setting of the Property, picnic areas and other improvements for passive recreational uses as approved by Summit County after consultation with the Jeremy Ranch Owners Association which are reasonably appropriate to use permitted under this easement consistent with paragraph 4(b).

i. With respect to the "Park" parcel consisting of approximately 2.232 acres as depicted in Exhibit A, more active recreational uses and associated improvements consistent with the area and purposes of this Conservation Easement shall be permitted as approved by Summit County through a site plan review process.

4. Prohibited Uses and Practices. Any activity on or use of the Property inconsistent with the purpose of this easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property into more than one (1) separately owned parcels of real property;

b. Except as provided in paragraph 7, construction or location of any structure or other improvement except for trails, picnic areas and other improvements for passive recreational uses as approved by Summit County after consultation with the Jeremy Ranch Owners Association which are reasonably appropriate to a use permitted under this easement;

c. The use of motorized vehicles, including snowmobiles, all terrain vehicles and other recreational vehicles, except as may be necessary to maintain the Property and to maintain utility lines running through the Property;

d. Hunting or trapping for any purpose other than predatory, scientific research or problem animal control;

e. Drilling, exploration for and extraction of oil and gas, coring, mining, excavation, depositing or extraction of sand, gravel, soil, rocks and/or without limitation, any mineral or similar materials from any site on the Property;

f. Dumping, depositing, discharging, releasing or abandoning any solid or hazardous wastes, hazardous substances or material, pollutant or debris, ashes, trash, garbage or junk in, on or under the Property or into the surface or groundwater on or under the Property;

g. Manipulation or alteration of natural watercourses or riparian communities except as permitted by paragraph 7 or as necessary for the use of the Property and then, in any event, only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of a significant conservation interest;

h. Burning of any materials;

i. Establishment or maintenance of any agricultural, grazing, livestock or industrial use not expressly permitted;

j. Advertising of any kind or nature on the Property, including but not limited to, the placement or maintenance of signs, billboards or any other outdoor advertising of any kind or nature except for signs relating to the use or limitations on use applicable to the Property, directional and regulatory signs relating to the Property, and signs of an informational or educational nature relating to the Property, the conservation values and purposes of this Easement;

k. Subject to the provisions of paragraph 7, the establishment of irrigation ditches or watercourses not in place at the time of this Easement, without the express written consent of the Grantor; and

l. All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

5. Current Use and Condition of Property. The Property presently consists of upland areas reflecting natural vegetation. Historic agricultural use of the Property has been discontinued. As a reference establishing the present condition of the Property, please see photographs maintained on file with the Summit County planning office.

6. Enforcement of Easement.

a. All owners of the Property shall notify the Grantor in writing before exercising any right reserved by Grantor, expressly or impliedly, with respect to the Property, the exercise of which may have a significant adverse impact on any of the conservation interests associated with the Property. The notice shall inform the Grantor of all aspects of the proposed activity including, but not limited to, the nature, siting, magnitude, and anticipated effect of the proposed activity or use with respect to the purpose of the Easement. Such notice shall be sent as provided below.

b. The Grantor shall have sixty (60) days from the mailing of such notice to review the proposed activity and notify the other of any objections thereto. Such objections, if any, shall be based upon the Grantor's opinion that the proposed activity is inconsistent with this instrument, and shall inform the owners of the manner, if any, in which the proposed activity can be modified to be consistent with the terms thereof. The Grantor shall have the right to prevent any proposed activity which is incompatible with the purpose of intent of this instrument or with the authorized uses or prohibitions specified herein.

c. Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions of paragraph 7, the Grantor shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of

the Easement to the condition which existed at the time of the signing of this instrument.

d. Failure by the Grantor to exercise its rights under this instrument in the event of any breach by the owners shall not be deemed or construed to be a waiver of the Grantor's rights hereunder as to that breach or any subsequent breach.

7. Permitted Construction and Maintenance Activities. Grantee is hereby granted the right to enter upon the Property to conduct the following activities:

a. Construction, installation, maintenance and operation of underground utilities in such locations as have been reserved on the recorded Subdivision plat or in a deed of the Property recorded prior to this Easement.

b. Construction and maintenance of recreational trails over portions of the Property as shown on any recorded plat or document affecting the Property, as created or authorized hereby, or as approved by Summit County.

8. Transfer of Easement. If the Grantor determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights, the Grantor shall be entitled to convey in whole or in part all its rights under this instrument, at no expense to Grantee, and deliver a copy of this instrument to an appropriate organization approved by the Board of County Commissioners of Summit County. Furthermore, the Grantor is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless the Grantor, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out.

9. Termination of the Easement. The fact that the Grantee is concurrently receiving title to the Property and therefore will become an owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement.

10. Access. Except as provided in the public trail easements to be created pursuant to paragraph 2(d) above, and with respect to the 10.329 acre Moose Hollow Park parcel to which general public access is contemplated, no right of access by the general public to any other portions of the Property is conveyed by this Easement.

11. Subsequent Transfers. The Grantee shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property.

12. Notices. Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following:

Board of County Commissioners and the
Community Development Director
Summit County
Summit County Courthouse
P. O. Box 128
Coalville, UT 84017

President
Jeremy Ranch Owners' Association
8772 Jeremy Road
Park City, UT 84098

or to such other address as Grantor from time to time shall designate by written notice to the current owner of record of the Property. The required address for notice to the Grantee shall be the address of the most recent grantee of title to the Property as shown on the tax records of Summit County, or to such other address as the current owner from time to time shall designate by written notice to the Grantor.

13. Recordation. Grantor shall record this instrument in timely fashion in its official records of Summit County, Utah and may re-record it at any time as may be required to preserve its rights in this Easement.

14. General Provisions.

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a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

b. Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of Utah Code Ann. § 57-18-1, et seq. (1985) and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid should be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

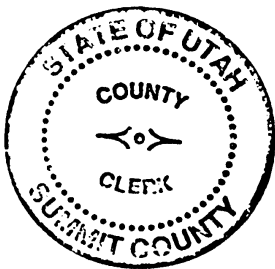
d. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, subsequent owners of the Property, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

e. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, UTAH



By Sheldon D. Richins
Sheldon Richins, Chairman

Attest:
Kent H. Jones
Kent H. Jones, County Clerk
Summit County

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EXHIBIT "A"

LEGAL DESCRIPTION FOR THE MOOSE HOLLOW PARK PARCEL

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY LINE OF THE JEREMY WOODS CONDOMINIUMS, SAID POINT LIES N89°53'27"E, ALONG THE SECTION LINE, 2080.30 FEET, AND NORTH, 1261.27 FEET, FROM THE SOUTH QUARTER CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N00°26'19"W, 120.00 FEET; THENCE N09°30'00"W, 660.00 FEET; THENCE N75°28'29"E, 887.90 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE JEREMY GOLF AND COUNTRY CLUB; THENCE S33°04'22"W, ALONG SAID BOUNDARY LINE, 298.25 FEET; THENCE S03°18'07"E, ALONG SAID BOUNDARY LINE, 125.34 FEET; THENCE S36°21'04"W, ALONG SAID BOUNDARY LINE, 341.33 FEET; THENCE S15°52'10"E, ALONG SAID BOUNDARY LINE, 175.34 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF AFORESAID JEREMY WOODS CONDOMINIUMS; THENCE S68°17'55"W, ALONG SAID NORTHERLY BOUNDARY LINE, 473.30 FEET, TO THE POINT OF BEGINNING.

CONTAINS 10.329 ACRES.

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DESCRIPTION: CONSERVANCY PARK

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT LIES $S00^{\circ}15'15''E$, ALONG THE ALONG THE EASTERLY LINE OF SAID SECTION 12, 1339.14 FEET, AND $N89^{\circ}39'31''W$, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF OF SECTION 12, 2713.45 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 12; AND RUNNING THENCE $N89^{\circ}39'31''W$, ALONG SAID SOUTH LINE, 1425.83 FEET TO THE EASTERLY BOUNDARY LINE OF THE PARK CITY SCHOOL DISTRICT; THENCE $N64^{\circ}33'45''E$, ALONG SAID BOUNDARY LINE, 77.81 FEET; THENCE $N13^{\circ}19'53''E$, ALONG SAID BOUNDARY LINE, 168.07 FEET; THENCE $N15^{\circ}08'22''W$, ALONG SAID BOUNDARY LINE, 122.63 FEET; THENCE $N25^{\circ}53'48''E$, ALONG SAID BOUNDARY LINE, 109.48 FEET; THENCE $N50^{\circ}33'32''E$, ALONG SAID BOUNDARY LINE, 77.73 FEET; THENCE $N19^{\circ}00'35''E$, ALONG SAID BOUNDARY LINE, 199.18 FEET; THENCE $N27^{\circ}02'06''W$, ALONG SAID BOUNDARY LINE, 156.33 FEET; THENCE $N09^{\circ}48'53''W$, 276.24 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, SAID POINT ALSO LIES ON THE CENTERLINE OF EAST CANYON CREEK; THENCE NORTHERLY ALONG SAID PROPERTY LINE AND SAID CENTERLINE OF EAST CANYON CREEK THROUGH THE FOLLOWING 15 CHORDS (PROPERTY LINE FOLLOWS CENTERLINE OF CREEK AND NOT ALONG CHORD LINES) $N45^{\circ}24'33''E$ 162.92 FEET, $N10^{\circ}02'05''W$ 128.87 FEET, $N04^{\circ}39'16''E$ 210.64 FEET, $N34^{\circ}40'41''E$ 236.79 FEET, $N73^{\circ}05'20''E$ 141.86 FEET, $N19^{\circ}03'13''E$ 125.24 FEET, $N41^{\circ}48'13''W$ 96.53 FEET, $N17^{\circ}18'38''E$ 73.21 FEET, $N79^{\circ}42'38''W$ 66.42 FEET, $S16^{\circ}28'24''W$ 122.91 FEET, $N59^{\circ}31'23''W$ 118.99 FEET, $N10^{\circ}09'53''W$ 176.61 FEET, $S89^{\circ}26'48''W$ 80.10 FEET, $N02^{\circ}29'38''E$ 184.84 FEET, $N44^{\circ}07'09''W$ 207.06 FEET THENCE LEAVING SAID CENTERLINE OF EAST CANYON CREEK TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE JEREMY RANCH PLAT '4', SAID POINT ALSO LIES ON THE SOUTHERLY RIGHT OF WAY LINE OF SACKETT DRIVE, SAID POINT ALSO LIES ON THE ARC OF A 503.99 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS $N45^{\circ}28'33''W$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE 365.26 FEET, THROUGH A CENTRAL ANGLE OF $41^{\circ}31'27''$; THENCE $N03^{\circ}00'00''E$, ALONG SAID RIGHT OF WAY LINE, 525.58 FEET TO THE POINT OF CURVE OF A 290.25 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS $N87^{\circ}00'00''W$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY RIGHT OF WAY LINE OF SACKETT DRIVE, 304.62 FEET, THROUGH A CENTRAL ANGLE OF $60^{\circ}08'00''$ TO A POINT ON THE SOUTHEAST CORNER OF LOT 4142, OF SAID JEREMY RANCH PLAT '4', THENCE $N32^{\circ}52'00''E$, ALONG THE EASTERLY LINE OF SAID LOT 4142, 150.95 FEET; THENCE $N59^{\circ}05'00''E$, ALONG THE SOUTHERLY LINES OF LOTS 4136, 4135, AND 4134, 252.33 FEET; THENCE $N77^{\circ}42'00''E$, ALONG THE SOUTHERLY LINES OF LOTS 4133, 4132, AND 4131, 332.27 FEET; THENCE $N10^{\circ}29'00''E$, ALONG THE EASTERLY LINE OF SAID LOT 4131, 124.97 FEET TO A POINT ON THE SOUTHERLY RIGHT OF LINE OF SACKETT DRIVE; THENCE $S79^{\circ}31'00''E$, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 109.44 FEET TO THE POINT OF CURVE OF A 224.66 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS $S10^{\circ}29'00''W$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE, 66.98 FEET, THROUGH A CENTRAL ANGLE OF $17^{\circ}04'59''$ TO THE NORTHWEST CORNER OF LOT 4077, OF SAID JEREMY RANCH PLAT '4'; THENCE $S41^{\circ}28'00''W$, ALONG THE NORTHWESTERLY LINE OF LOTS 4077, 4076, 4075, 4074, 4073, 4072, 4071, AND 4070, 773.48 FEET; THENCE $S07^{\circ}46'00''E$, ALONG THE SOUTHWESTERLY LINE OF LOTS 4070, 4069, 4068, 4067, 4066, AND 4065, 667.26 FEET; THENCE $S61^{\circ}03'00''E$, ALONG THE SOUTHERLY LINE

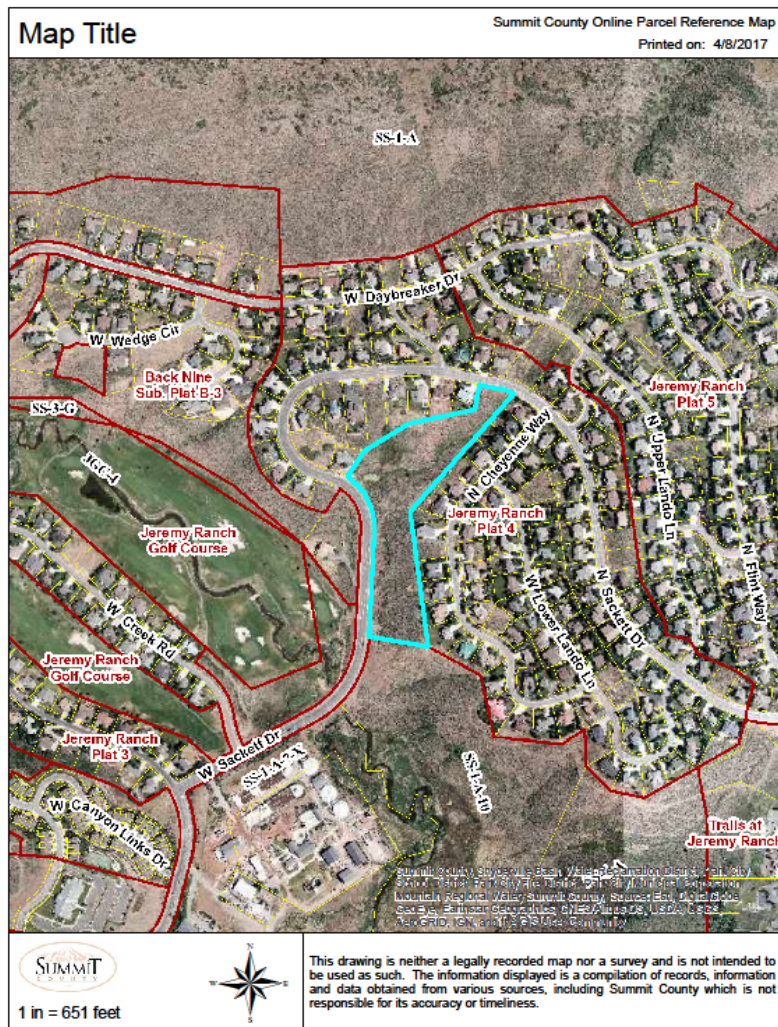
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OF LOTS 4065, 4064, AND 4063, 294.09 FEET; THENCE S12°21'00"E, ALONG THE WESTERLY LINE OF LOTS 4062 AND 4061, 308.61 FEET; THENCE S83°55'00"E, ALONG THE SOUTHERLY LINE OF LOTS 4060 AND 4059, 334.66 FEET; THENCE N57°02'00"E, ALONG THE SOUTHEASTERLY LINE OF LOT 4058, 135.37 FEET; THENCE S01°36'47"E, ALONG THE WESTERLY LINE OF LOT 4056, 182.38 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4056; THENCE S24°20'00"W, 1000.00 FEET; THENCE S00°00'00"E, 490.00 FEET; THENCE S58°45'00"E, 665.00 FEET; THENCE S00°00'00"E, 424.10 FEET TO THE POINT OF BEGINNING.

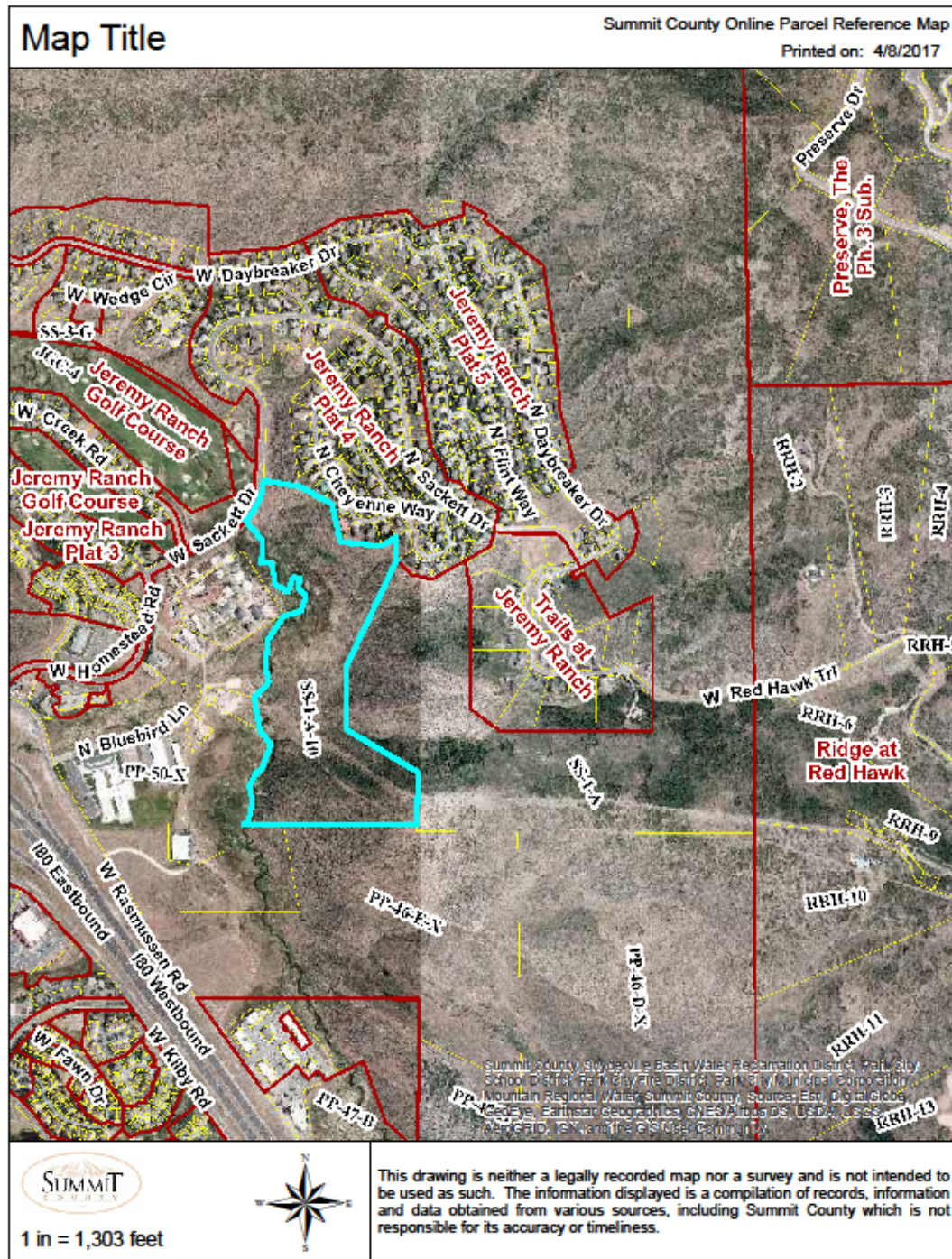
CONTAINS: 60.600 ACRES, MORE OR LESS.

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“Conservancy Park” parcel map 1, 8 acres.



“Conservancy Park” parcel map 2, 52.6 acres.



DESCRIPTION: OPEN SPACE

BEGINNING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S00°15'15"E, ALONG THE EASTERLY LINE OF SAID SECTION 12, 1339.14 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 12; THENCE N89°39'31"W, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF OF SAID SECTION 12; 2713.45 FEET; THENCE N00°00'00"W, 424.10 FEET; THENCE N58°45'00"W, 665.00 FEET; THENCE N00°00'00"W, 490.00 FEET; THENCE N24°20'00"E, 1000.00 FEET TO A POINT ON THE NORTHWEST CORNER OF LOT 4055, JEREMY RANCH PLAT '4'; THENCE S45°18'00"E, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PLAT '4', 169.96 FEET; THENCE S78°18'00"E, ALONG SAID SOUTHERLY BOUNDARY LINE, 169.96 FEET; THENCE N60°30'00"E, ALONG SAID SOUTHERLY BOUNDARY LINE, 300.73 FEET TO THE COMMON LOT CORNER OF LOTS 4052, 4051, AND 4047; THENCE S10°32'25"E, 244.33 FEET; THENCE S00°00'00"E, 946.54 FEET; THENCE S52°51'43"E, 287.37 FEET; THENCE N90°00'00"E, 1230.45 FEET; THENCE N00°00'00"E, 1071.74 FEET; THENCE S64°01'28"W, 383.51 FEET; THENCE N30°24'00"W, 460.62 FEET TO THE SOUTHERLY BOUNDARY LINE OF THE JEREMY RANCH PLAT '5'; THENCE N59°36'00"E, ALONG SAID BOUNDARY LINE, 129.03 FEET; THENCE S30°24'00"E, ALONG SAID BOUNDARY LINE, 183.49 FEET; THENCE N44°36'00"E, ALONG SAID BOUNDARY LINE, 301.52 FEET TO A POINT ON THE SOUTHEAST CORNER OF LOT 5069; THENCE S60°24'00"E, 200.00 FEET; THENCE N14°21'00"E, 280.13 FEET; THENCE N16°09'00"W, 280.13 FEET TO THE PROJECTION LINE OF THE NORTHERLY LINE OF LOT 5068; THENCE S58°36'00"W, ALONG SAID PROJECTION LINE AND LOT LINE, 350.00 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID JEREMY RANCH PLAT '5', SAID POINT ALSO LIES ON THE ARC OF A 182.50 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS S58°36'00"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY LINE 95.82 FEET, THROUGH A CENTRAL ANGLE OF 30°05'00"; THENCE N61°29'00"W, ALONG SAID BOUNDARY LINE, 253.00 FEET TO THE POINT OF CURVE OF A 449.60 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N28°31'00"E; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY LINE 229.00 FEET, THROUGH A CENTRAL ANGLE OF 29°11'00", THENCE N57°42'00"E, ALONG SAID BOUNDARY LINE, 150.04 FEET; THENCE N14°25'00"W, ALONG SAID BOUNDARY LINE, 472.30 FEET; THENCE N03°42'00"W, ALONG SAID BOUNDARY LINE, 477.88 FEET; THENCE N08°33'00"W, ALONG SAID BOUNDARY LINE, 685.74 FEET; THENCE N52°38'00"W, ALONG SAID BOUNDARY LINE, 601.19 FEET TO THE NORTHEAST CORNER OF LOT 5135; THENCE N25°36'02"E, 50.00 FEET; THENCE N61°39'33"W, 204.41 FEET; THENCE N86°28'02"W, 283.82 FEET TO A POINT ON THE PROJECTION LINE OF THE WESTERLY LINE OF LOT 5137; THENCE S17°58'00"E, ALONG SAID PROJECTION LINE AND LOT LINE, 200.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE AFORESAID JEREMY RANCH PLAT '5'; THENCE S72°02'00"W, ALONG SAID BOUNDARY LINE, 100.00 FEET; THENCE N44°09'00"W, ALONG SAID BOUNDARY LINE, 195.57 FEET; THENCE S82°06'00"W, ALONG SAID BOUNDARY LINE, 540.54 FEET; THENCE S61°54'00"W, ALONG SAID BOUNDARY LINE, 342.86 FEET TO A POINT ON THE NORTHEAST BOUNDARY CORNER OF THE JEREMY RANCH PLAT '4'; THENCE S69°44'00"W, ALONG SAID BOUNDARY LINE, 176.85 FEET; THENCE S85°12'00"W, ALONG SAID BOUNDARY LINE, 588.49 FEET MEASURED (588.54 FEET RECORD) TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE BACK NINE SUBDIVISION PLAT 'A'; THENCE N01°20'00"W, ALONG SAID BOUNDARY LINE, 383.83 FEET MEASURED (383.86 FEET RECORD); THENCE N85°30'22"W, ALONG SAID BOUNDARY LINE, 829.38 FEET; THENCE

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S73°34'42"W, ALONG SAID BOUNDARY LINE, 300.67 FEET; THENCE
N88°06'25"W, ALONG SAID BOUNDARY LINE, 349.08 FEET; THENCE
S63°54'08"W, ALONG SAID BOUNDARY LINE, 298.62 FEET; THENCE
S87°47'57"W, ALONG SAID BOUNDARY LINE, AND NORTHERLY BOUNDARY
LINE OF BACK NINE SUBDIVISION PLAT 'B', 851.88 FEET; THENCE
N42°43'04"W, ALONG SAID BOUNDARY LINE, 332.76 FEET; THENCE
N50°01'28"W, ALONG SAID BOUNDARY LINE, 483.67 FEET; THENCE
S74°29'05"W, ALONG SAID BOUNDARY LINE, 461.56 FEET; THENCE
N52°17'57"W, ALONG SAID BOUNDARY LINE, 206.87 FEET; THENCE
S55°30'41"W, ALONG SAID BOUNDARY LINE, 214.69 FEET TO A POINT ON
THE NORTHERLY RIGHT OF WAY LINE OF DAYBREAKER DRIVE, SAID POINT
ALSO LIES ON THE NORTHERLY BOUNDARY LINE OF SAID BACK NINE
SUBDIVISION; THENCE N64°48'00"W, ALONG SAID RIGHT OF WAY LINE,
AND SAID BOUNDARY LINE, 567.00 FEET TO THE POINT OF CURVE OF A
554.78 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS N25°12'00"E;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID
NORTHERLY RIGHT OF WAY LINE 399.25 FEET, THROUGH A CENTRAL ANGLE
OF 41°14'00"; THENCE N23°34'00"W, ALONG SAID RIGHT OF WAY LINE,
160.00 FEET TO THE POINT OF CURVE OF A 273.98 FOOT RADIUS CURVE
TO THE LEFT, CENTER BEARS S66°26'00"W; THENCE NORTHWESTERLY ALONG
THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE 302.05 FEET,
THROUGH A CENTRAL ANGLE OF 63°10'00"; THENCE N86°44'00"W, ALONG
SAID RIGHT OF WAY LINE, 109.34 FEET TO A POINT ON THE EASTERLY
RIGHT OF WAY LINE OF JEREMY ROAD; THENCE N06°20'00"E, ALONG SAID
RIGHT OF WAY LINE, 20.03 FEET TO THE SOUTHERLY LINE OF THE 9-10
CATTLE COMPANY; THENCE S86°44'00"E, ALONG SAID PROPERTY LINE,
108.27 FEET; THENCE N63°00'00"E, ALONG SAID PROPERTY LINE, 793.43
FEET TO A POINT ON THE NORTHERLY LINE OF SECTION 2, TOWNSHIP 1
SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE
S88°15'10"E, ALONG THE NORTHERLY LINES OF SECTION 2 AND SECTION
1, 8630.93 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1; THENCE
S01°02'42"E, ALONG THE EASTERLY LINE OF SAID SECTION 1; 4892.07
FEET TO THE POINT OF BEGINNING.

CONTAINS: 481.091 ACRES, MORE OR LESS.

LESS AND EXCEPTING THE SUMMIT WATER DISTRIBUTION COMPANY WATER
TANK ABOVE PLAT 5

BEGINNING AT A POINT WHICH IS S89°40'38"E, 4306.78 FEET ALONG THE
SECTION LINE AND NORTH, 2700.35 FEET FROM THE SOUTHWEST CORNER OF
SECTION 1, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND
MERIDIAN, SUMMIT COUNTY, UTAH; THENCE NORTH, 150.00 FEET; THENCE
EAST, 150.00 FEET; THENCE SOUTH, 150.00 FEET; THENCE WEST, 150.00
FEET TO THE POINT OF BEGINNING, TOGETHER WITH ANY AND ALL
IMPROVEMENTS THEREON.

CONTAINS: 0.514 ACRES, MORE OR LESS.

TOTAL NET ACRES: 480.577, MORE OR LESS.

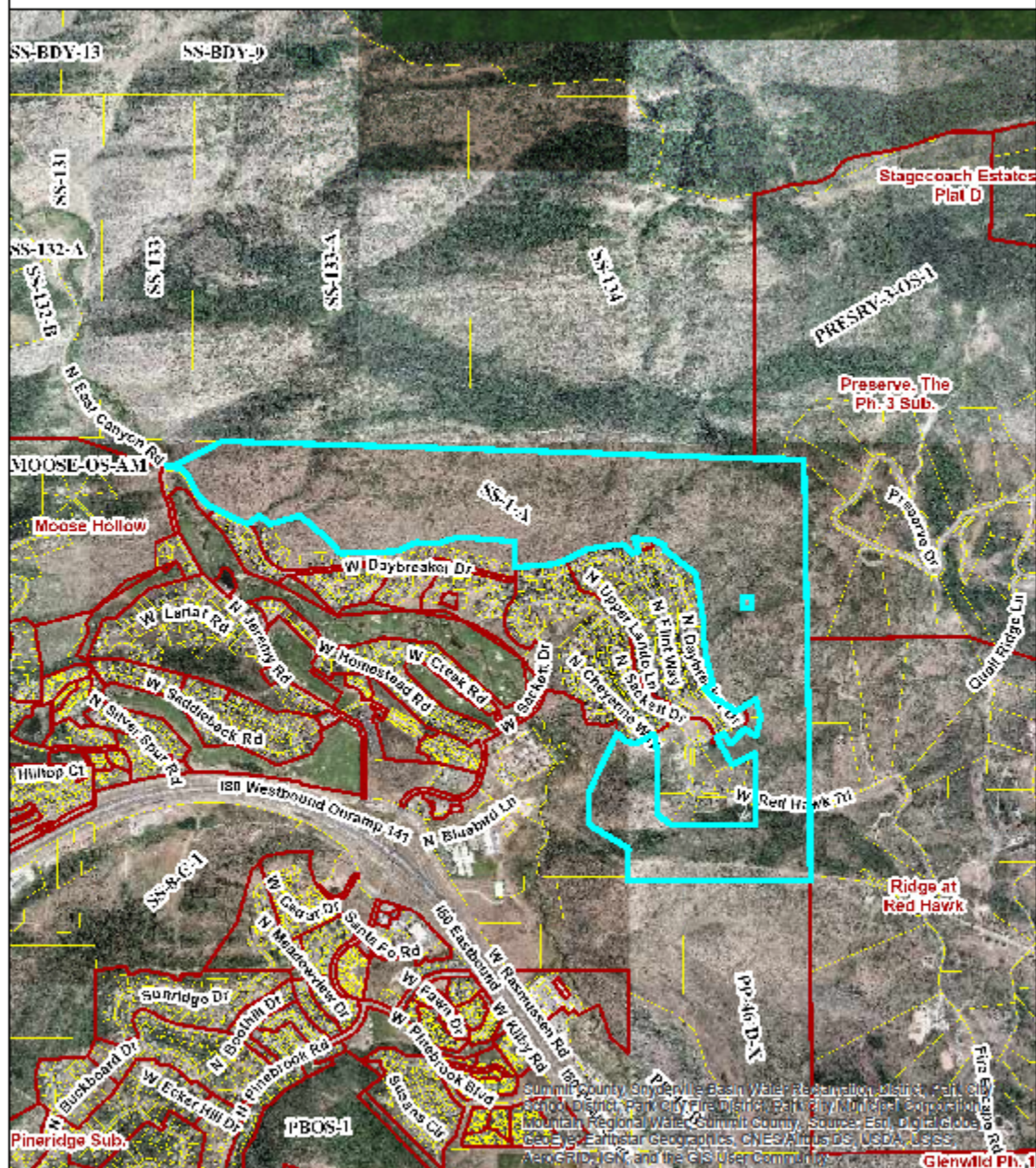
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"Open Space" parcel map, 480.6 acres.

Map Title

Summit County Online Parcel Reference Map

Printed on: 4/8/2017



1 in = 2,605 feet



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, including Summit County which is not responsible for its accuracy or timeliness.

DESCRIPTION: PARK

BEGINNING AT A POINT WHICH LIES S89°40'38"E, (RECORD, JEREMY RANCH PLAT '4') ALONG THE SECTION LINE, 622.69 FEET, AND SOUTH, 152.57 FEET, FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE '3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S46°30'28"W, 85.00 FEET; THENCE S65°11'06"W, 109.53 FEET; THENCE S44°36'08"W, 106.96 FEET; THENCE S88°33'50"W, 230.00 FEET; THENCE N09°08'59"W, 171.17 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HOMESTEAD ROAD, SAID POINT ALSO LIES ON THE ARC OF A 385.00 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS N09°08'59"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE 344.23 FEET, THROUGH A CENTRAL ANGLE OF 51°13'41"; THENCE S51°53'57"E, 279.41 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.232 ACRES, MORE OR LESS

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"Park" parcel map, 2.2 acres.

