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Attorneys for Plaintiff UI Charitable Advisors

IN THE THIRD DISTRICT COURT

SUMMIT COUNTY, STATE OF UTAH

UI CHARITABLE ADVISORS,

Plaintiff,

v.

VR CPC HOLDINGS, INC., and JOHN
DOES 1 – 5,

Defendants.

COMPLAINT

(Jury Demand)

Case No.

Tier 3

Plaintiff UI Charitable Advisors (“UI”), by and through counsel Wilson Sonsini Goodrich & Rosati, complains against VR CPC Holdings, Inc. (“VR CPC”) and John Does 1 – 5 (collectively, “Defendants”), as set forth below.

INTRODUCTION

Park City Resort is one of the largest ski resorts in the United States. Spanning over 7,300 acres, it offers ski terrain, year-round recreation, and serves as an anchor of Park City’s tourism-driven economy. Within the Resort lies the Colony at White Pine Canyon (the “Colony”), a 4,600-

acre gated residential community of luxury estate lots with direct ski-in/ski-out access—one of the most prestigious mountain developments in the country.

At the center of this dispute is a tract of land within the Colony owned by UI known as Parcel B. UI acquired Parcel B, including portions of the Timberline and Iron Mountain Express ski lifts affixed to the land, via quitclaim deed in December 2024. Although a 2003 easement initially granted Defendants' predecessor-in-interest broad rights over the center portion of Parcel B, including the right to operate of ski lifts, a later instrument—signed by all relevant parties—redefined and limited those rights to exclude ski lift operations, just as the 2003 instrument anticipated. And although Defendants own no easement interests whatsoever in the remaining outer portions of Parcel B, Defendants currently operate, among other things, a major ski run and road in those portions.

Despite having no right to do so, Defendants continue to operate the Timberline and Iron Mountain Express ski lifts, maintain infrastructure, facilitate public use for skiing, and assert unauthorized control over ski runs, trails, and roads on Parcel B. Defendants' conduct exceeds the scope of any easement, constitutes ongoing trespass, and unjustly enriches them by enhancing resort connectivity, increasing revenues, and reaping operational benefits—all at UI's expense and without compensation.

UI brings this action to quiet title to Parcel B, to obtain declaratory relief confirming the limited scope of Defendants' easement, to recover damages for trespass, to enjoin further unauthorized use, and to seek equitable restitution for unjust enrichment. Defendants' actions impair UI's exclusive possession and enjoyment of Parcel B and cast a cloud on title that must be resolved.

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this action pursuant to Utah Code Annotated Sections 78A-5-102(1), 78B-3-205, and 78B-6-401.

2. Venue is proper in Summit County pursuant to Utah Code Annotated Section 78B-3-301, as the real property at issue is situated in Summit County, and a substantial part of the events giving rise to the claims occurred there.

3. This Court has personal jurisdiction over VR CPC because VR CPC conducts substantial business in Utah, including operating ski resort facilities that directly impact the property at issue, and the claims arise from VR CPC's activities within the State.

PARTIES

4. UI is a charitable organization organized and existing under the laws of the State of Utah, with its principal place of business in Utah. UI is the current owner of Parcel B at The Colony, a residential development within the Park City Ski Resort area.

5. Upon and information and belief, VR CPC Holdings, Inc. is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Utah. VR CPC is a wholly-owned subsidiary of Vail Resorts, Inc., and operates or controls ski resort operations at the Park City Resort, including those involving Parcel B.

6. Defendants John Does 1 – 5 are unknown persons or entities, such as VR CPC's successors and/or assigns, who may claim an interest in the underlying property who have not been identified at the time of the filing of this Complaint. Pursuant to Rule 9(b) of the Utah Rules of Civil Procedure, UI reserves the right to amend its Complaint to add the true identities of the Defendant Does as they may appear through discovery.

GENERAL ALLEGATIONS

A. UI Owns Parcel B and the Portions of the Timberline and Iron Mountain Express Ski Lifts Affixed to the Land.

7. Park City Resort in Summit County, Utah, operated by Defendants, is one of the largest ski resorts in the United States. The resort consists, among other things, of ski lifts, ski runs, and related infrastructure.

8. The Colony is a luxury master-planned community within the Park City Resort consisting of thousands of acres of mountain terrain. The development is divided into multiple parcels and home sites, each subject to plats, recorded easements, and a governing set of Covenants, Conditions, and Restrictions (“CC&Rs”). The Colony’s governing documents carefully regulate land use, open space, recreational access, and easements related to skiing.

9. Iron Mountain Associates (“IMA”) was the original developer of the Colony. Upon information and belief, IMA formed and controlled Ski Land, LLC as an affiliated entity to hold and convey certain property interests within the Colony. Ski Land, LLC and IMA delivered via two quitclaim deeds a portion of the Colony known as Parcel B to T & M Gianoulis, LLC on August 18, 2010. True and accurate copies of those quitclaim deeds are attached hereto as Exhibit A and Exhibit B, respectively.

10. Defendants currently operate ski lifts—specifically, the Timberline and Iron Mountain Express ski lifts—on Parcel B. UI acquired Parcel B, along with the portions of the Timberline and Iron Mountain Express ski lifts affixed to Parcel B, via a quitclaim deed from T & M Gianoulis, LLC on December 4, 2024. A true and accurate copy of that quitclaim deed is attached hereto as Exhibit C.

B. Any Easements that Exist Over Parcel B Do Not Include Ski Lift Operations.

11. On June 18, 2003, Ski Land, LLC granted an easement to ASC Utah, Inc. (“ASC”), then the ski operator in the Colony (“2003 Easement Grant”). A true and accurate copy of the 2003 Easement Grant is attached hereto as Exhibit D.

12. The 2003 Easement Grant gave ASC the right to conduct “Ski Resort Uses”—as that term was defined in the CC&Rs—anywhere on the “Easement Parcel,” which included a portion of what later became Parcel B.¹ The CC&Rs’ definition of “Ski Resort Uses” has remained unaltered through various amendments of the CC&Rs. A true and accurate copy of the June 10, 2010, Amended and Restated CC&Rs is attached hereto as Exhibit E. The CC&Rs broadly defined “Ski Resort Uses” to include, among other things, the construction and operation of “ski lifts and related improvements.”²

13. Critically, the 2003 Easement Grant acknowledged that the land was undeveloped, anticipated future platting, and expressly stated that the scope of permitted uses on each parcel would be redefined and limited in the future as individual parcels were platted:

In accordance with the [Amended and Restated Development Agreement], the Easement Parcel may be platted in the future. At the time of such platting, the Ski Resort Easement and the Easement Parcel will be redefined to limit the areas in which the Ski Resort Uses are permitted and specific use designations will be put in place to restrict use of portions of the Easement Parcel to either “Perpetual Open Space Uses,” “Ski Easement Uses,” or “Lift and Ski Easement Uses,” as those terms are defined respectively in the Second Amendment to CC&Rs.³

¹ See Ex. D at 1.

² See Ex. E at § 8.17.2.1(b)(i).

³ See Ex. D at 1.

14. The Amended and Restated Development Agreement (“ARDA”) also promised that, concurrently with the recording of future plats, the parties “shall acknowledge, confirm, and/or amend and restate any prior Ski Resort Easements” to designate permitted uses.

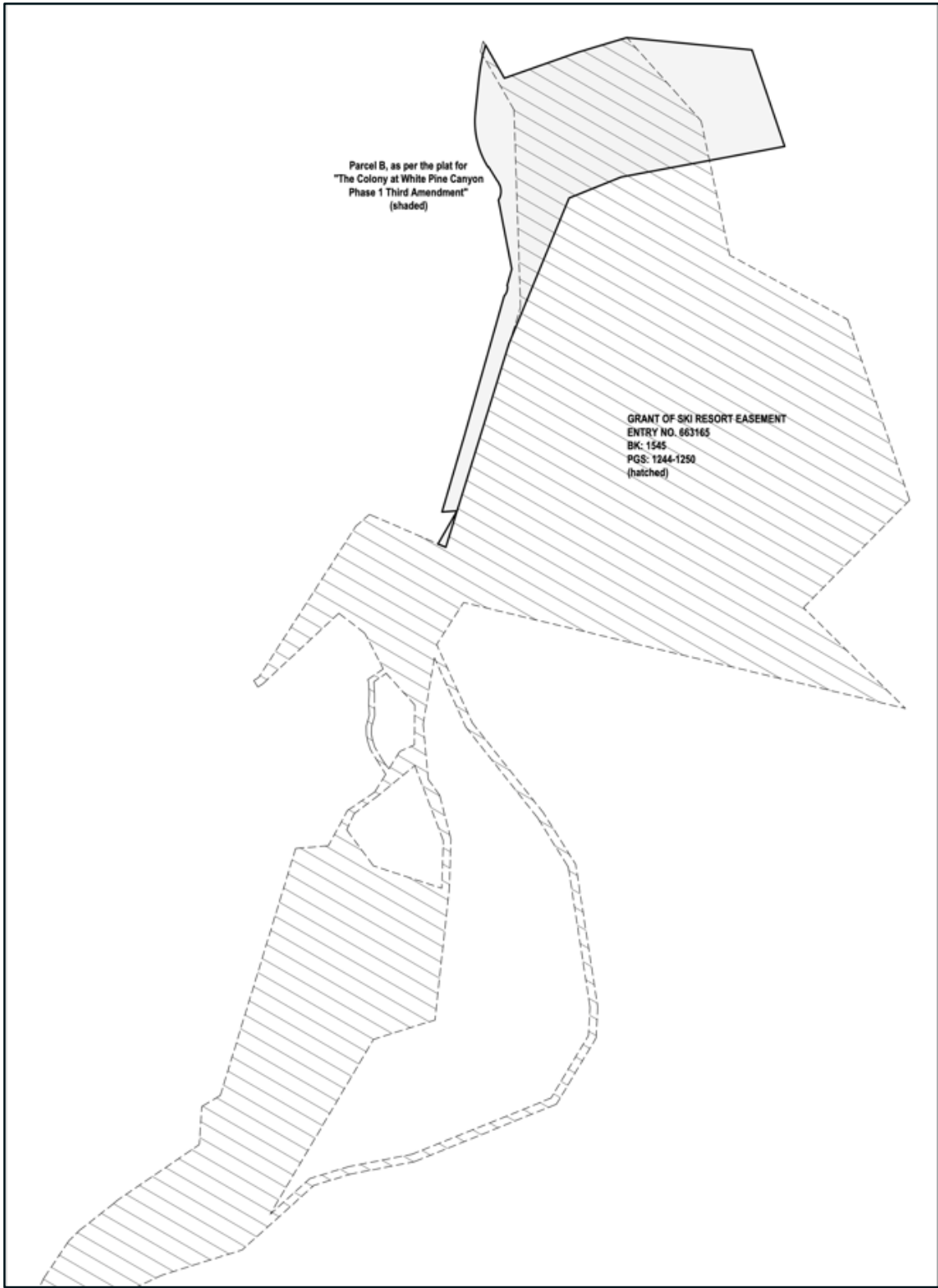
15. On August 18, 2010, Ski Land, LLC platted Parcel B (“2010 Plat”). A true and accurate copy of the 2010 Plat is attached hereto as Exhibit F. That same day, Ski Land, LLC conveyed its interest in Parcel B by quitclaim deed to T & M Gianoulis, LLC. IMA also conveyed its interest in Parcel B to T & M Gianoulis, LLC by quitclaim deed on August 18, 2010.

16. The 2010 Plat was recorded and signed by both Ski Land, LLC and ASC, the original grantor and grantee of the interests in the 2003 Easement Grant.⁴

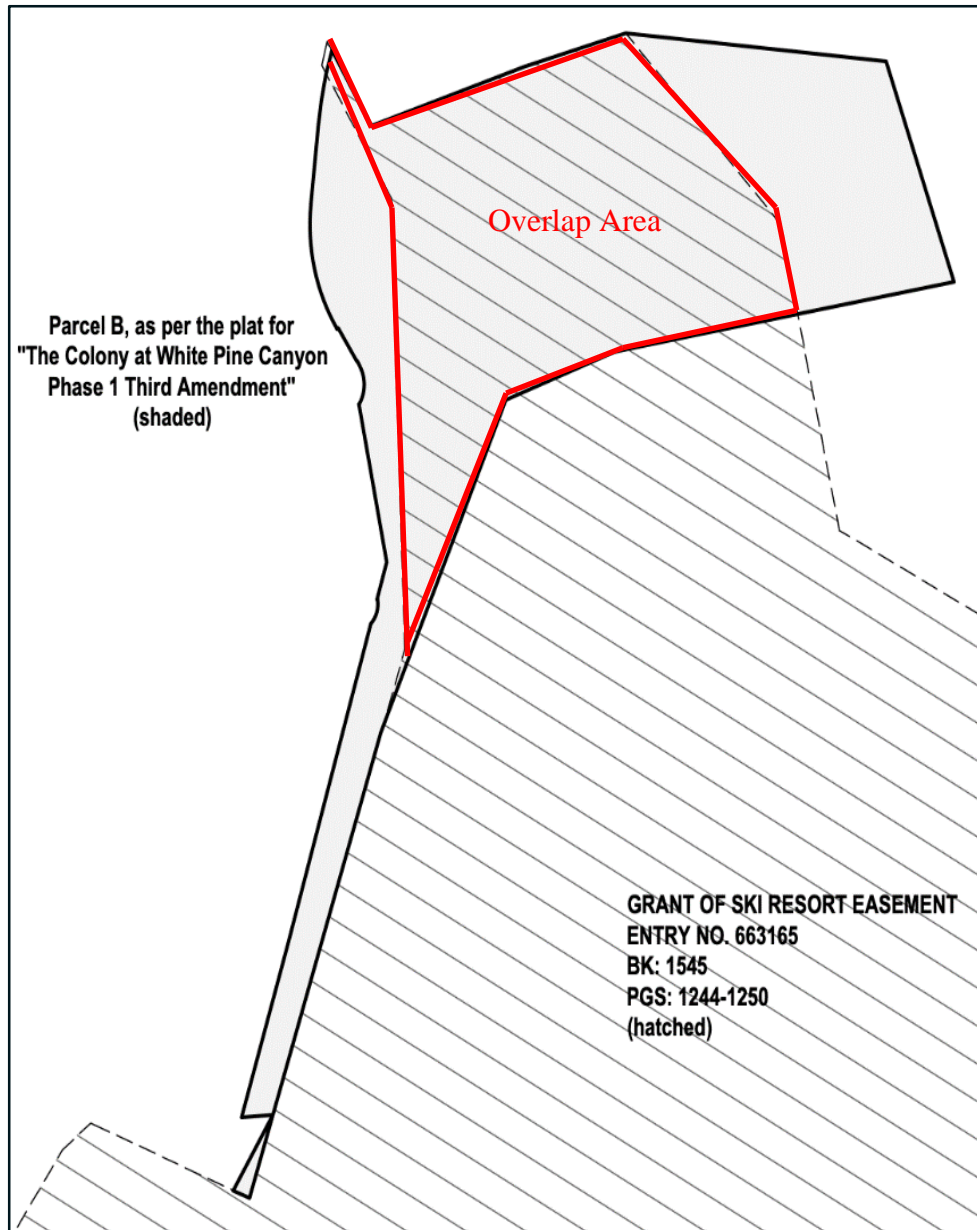
17. The 2010 Plat did exactly what the 2003 Easement Grant and ARDA contemplated—it redefined and specified the uses that would be permitted on Parcel B. Indeed, one stated purpose of the 2010 Plat was to “modify certain easements”—i.e., the Easement Parcel created by the 2003 Easement Grant.⁵ A true and accurate map of the Easement Parcel, overlaid with Parcel B, is provided below:

⁴ See Ex. F at 3.

⁵ See Ex. F at 3.



18. The hatched portion of the map represents the Easement Parcel as defined in the 2003 Easement Grant. The shaded overlay represents Parcel B, as created by the 2010 Plat. As evident from the map, the left and right edges of Parcel B (i.e., the shaded portions of the map with no hatching) are outside the boundaries of the Easement Parcel.



19. The 2010 Plat modified the allowed uses in the Easement Parcel—redefining permitted uses to “Ski Easement” uses in the area where Parcel B and the Easement Parcel overlap (the “Overlap Area”), depicted by the red boundary lines above.⁶

20. Like the 2003 Easement Grant, the 2010 Plat specifies that it should be interpreted consistent with the CC&Rs. The CC&Rs defined “Ski Easement” to include the construction and operation of ski runs, ski trails, and other temporary ski infrastructure; but unlike the broader “Ski Resort Uses” easement in the 2003 Easement Grant, “Ski Easement[s]” do **not** include the construction and operation of “ski lifts and related improvements.”⁷

21. Ski Land, LLC knew how to designate easements authorizing the construction or operation of ski lifts when they intended to—they simply chose not to on Parcel B. The 2010 Plat even included a legend distinguishing between “Lift and Ski Easement[s]”—which authorize ski lifts—and “Ski Easement[s]”—which do not.⁸ But the **only** easement identified in the 2010 Plat is for Ski Easement Uses—which do not include ski lifts.

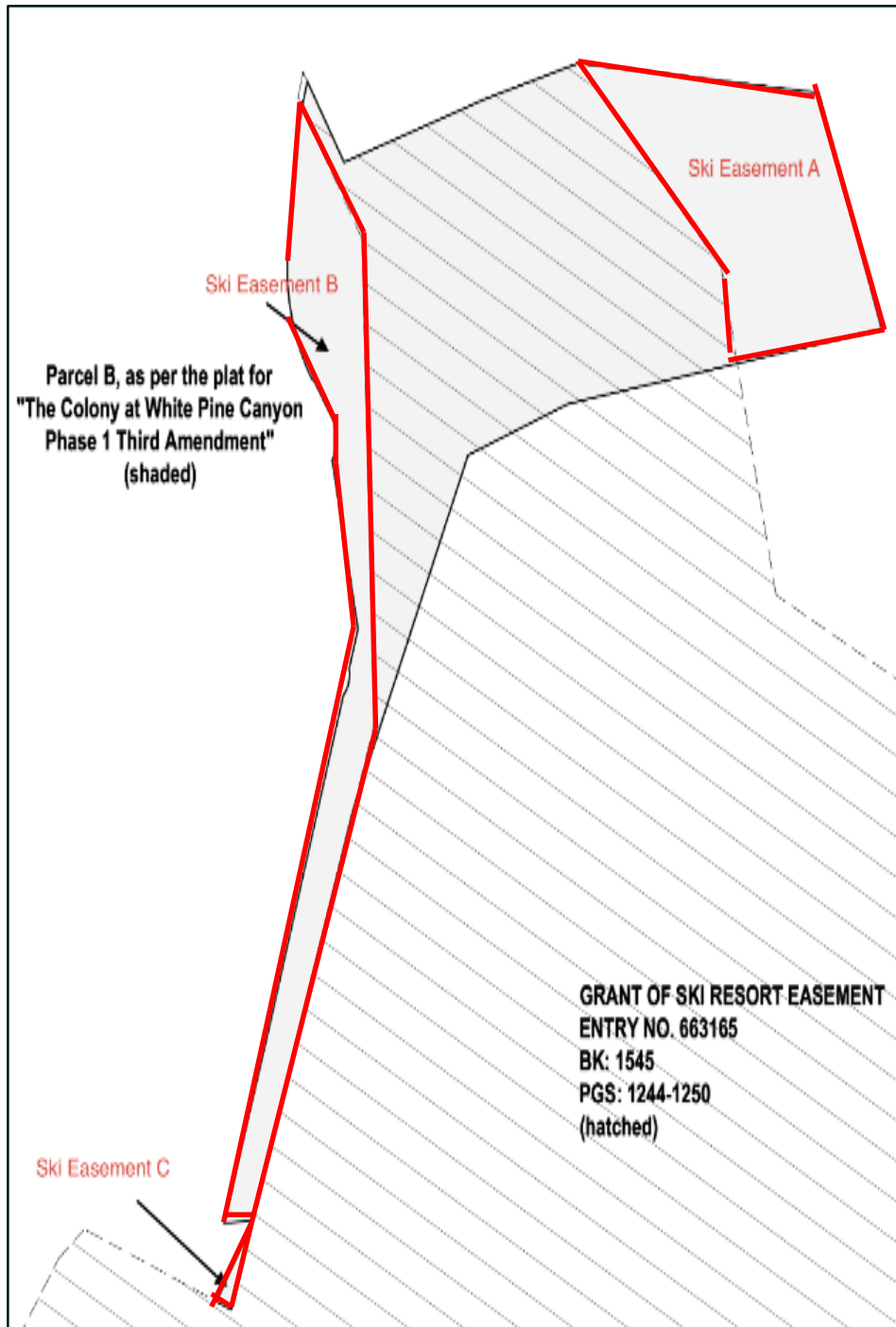
22. The 2010 Plat also identified “Ski Easement A,” “Ski Easement B,” and “Ski Easement C” in the left and right edges of Parcel B that are outside the boundaries of the Easement Parcel. In other words, Ski Easements A, B, and C—labeled and delineated for the first time in the 2010 Plat—were not included or contemplated in the 2003 Easement Grant. Those areas are

⁶ See Ex. F at 3.

⁷ See Ex. E at § 8.19.2.1.

⁸ See Ex. F at 3.

depicted by the red boundary lines below.⁹



⁹ See Ex. F at 3.

23. The 2010 Plat contains no language that manifests any intent to convey Ski Easements A, B, and C to ASC. While the 2010 Plat identifies ASC as “the owner of an easement interest in the tract of land” described in the plat, no language in the 2010 Plat signifies any intent—much less in clear and definite terms—to convey to ASC any new easement interests.

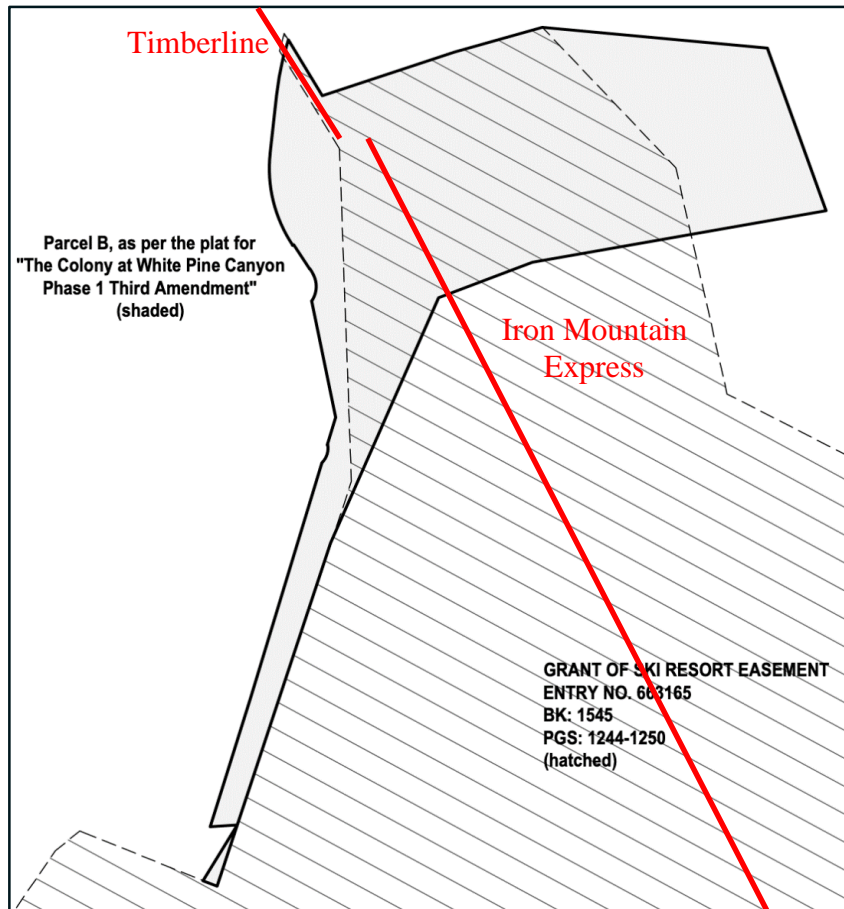
24. In short, the 2010 Plat accomplished one key objective with respect to ASC’s easement interests: it modified ASC’s broad “Ski Resort Uses” easement in the Easement Parcel to a narrower “Ski Easement” in the Overlap Area, thereby eliminating ASC’s or its successors and/or assigns’ ability to construct or operate “ski lifts and related improvements” in that area.

25. ASC assigned its easements rights in the 2003 Easement Grant—as modified and limited by “Ski Easement” in the Overlap Area of the 2010 Plat—to Talisker Canyons LeaseCo LLC on May 29, 2013. A true and accurate copy of that assignment is attached hereto as Exhibit G. That same day, Talisker Canyons LeaseCo LLC assigned those rights to VR CPC. A true and accurate copy of that assignment is attached hereto as Exhibit H.

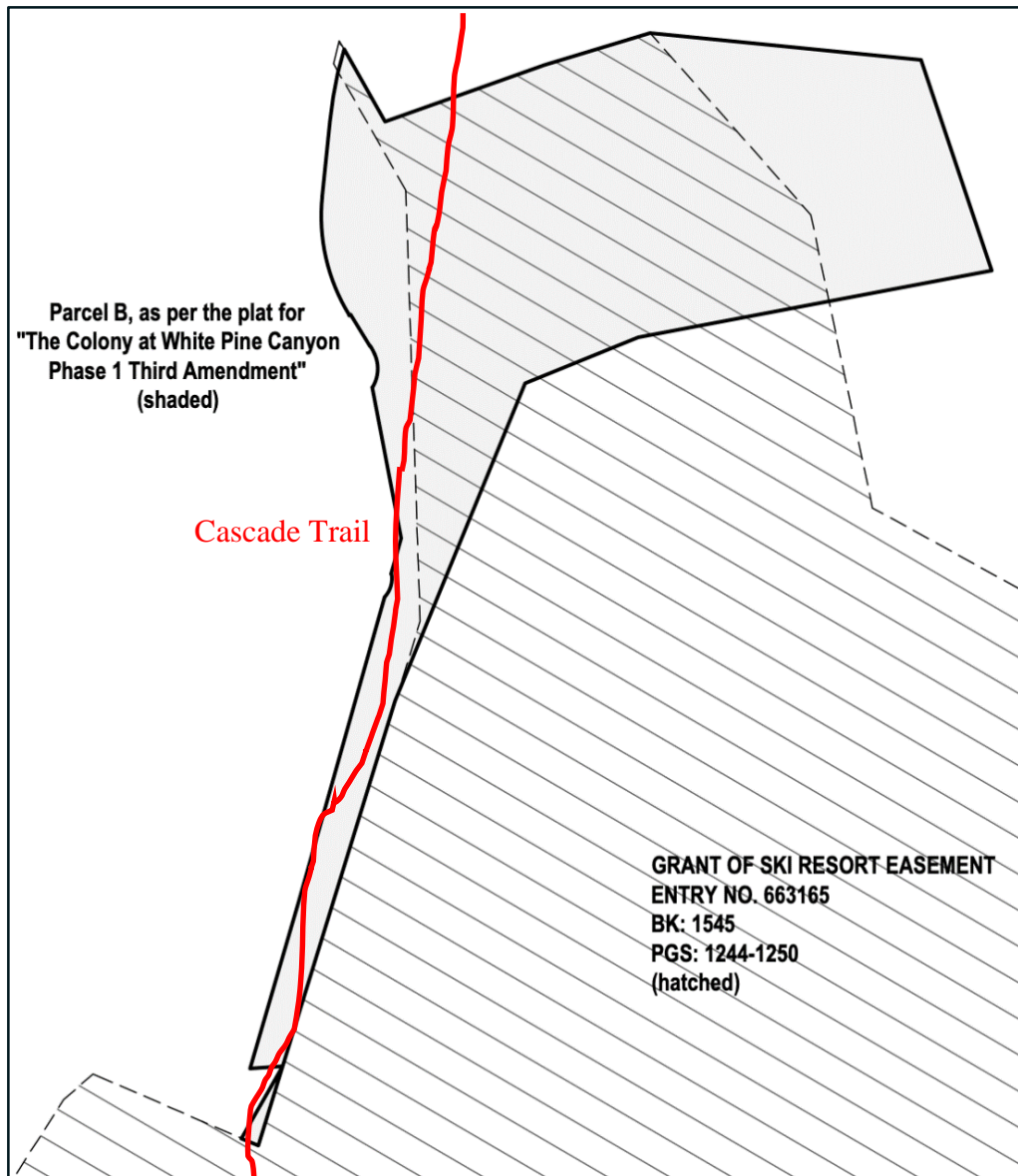
26. ASC never assigned any purported rights in Ski Easements A, B, and C to any party. Indeed, IMA—the owner of the land underlying Ski Easements A, B, and C at the time the 2010 Plat was created—never manifested any intent to grant ASC easement rights over the property, so ASC had no authority to assign any purported rights in those easements. Any easements rights Defendants may now claim to hold over that land are without support and legally unenforceable.

C. Defendants' Unauthorized Use of Parcel B Constitutes Trespass and Results in Unjust Enrichment.

27. Notwithstanding these limitations on the easements over Parcel B, Defendants have continued to operate the Timberline and Iron Mountain Express ski lifts on Parcel B without authorization, including by entering upon the land, maintaining ski lift infrastructure, and facilitating public use of the lifts for skiing and related activities. Such operations exceed the scope of any valid easements held by Defendants, as they are not permitted under the "Ski Easement" designations that govern the Overlap Area. A true and accurate map reflecting the intersections of the Timberline and Iron Mountain Express ski lifts with Parcel B is depicted below:



28. Defendants have also used and asserted control over the land underlying what the 2010 Plat labeled Ski Easement A, Ski Easement B, and Ski Easement C, without any valid assignment or right to do so, including by facilitating ski runs, trails, and public ingress/egress in those areas. Indeed, Defendants operate a major ski run called the Cascade Trail along portions of what the 2010 Plat labeled Ski Easement B and Ski Easement C, as depicted below:



29. Defendants also frequently use a road running roughly alongside the Cascade Trail without any legal authorization to do so.

30. Defendants' unauthorized entries onto Parcel B—whether directly or by causing third parties (such as skiers and resort patrons) to enter onto Parcel B—for the purpose of using the ski lifts, runs, trails, or roads interfere with UI's exclusive possession, use, and enjoyment of its property. Each such unauthorized entry is a separate act of trespass, causing ongoing harm to UI, including but not limited to diminished property value, interference with potential development or conservation efforts, and the imposition of unwanted liability and maintenance burdens.

31. Furthermore, through their unauthorized operation of the ski lifts and other use of Parcel B, Defendants have derived substantial economic benefits, including enhanced connectivity and appeal of the Park City Resort, increased ticket sales, higher real estate values in adjacent areas, and overall operational efficiencies. These benefits have been conferred upon Defendants at UI's expense, without any compensation to UI, despite Defendants' knowledge that their use exceeds any easement rights.

32. Under these circumstances, it would be inequitable for Defendants to retain the benefits of their unauthorized use of Parcel B without restitution to UI, as such retention constitutes unjust enrichment. UI has received no value or consideration for these benefits, and Defendants' actions have directly impoverished UI by depriving it of control over its own property and the potential economic opportunities therein.

FIRST CAUSE OF ACTION

(Quiet Title – Utah Code Ann. § 78B-6-1301 et seq.)

33. Plaintiff realleges and incorporates herein each of the foregoing paragraphs.

34. Parcel B is located in the Colony in Summit County, Utah.

35. UI is the legal and record owner of Parcel B by virtue of a quitclaim deed it received from T & M Gianoulis, LLC.

36. UI recorded the quit claim deed on Parcel B.

37. Defendants claim their easement right entitles them to operate ski lifts on the Overlap Area and to use the remainder of Parcel B for other ski purposes, including operation of the Cascade Trail, an adjacent road, and other ski-related infrastructure.

38. UI disputes that Defendants' purported easement right permits them to construct or operate ski lifts on any part of Parcel B. UI also disputes that Defendants have any valid easement over other parts of Parcel B.

39. Accordingly, the parties to this action have interests that are adverse.

40. Pursuant to the Utah Quiet Title Act, Utah Code Ann. § 78B-6-1301 et seq., "[a] person may bring an action against another person to determine rights, interests, or claims to or in . . . real property."

41. UI is entitled to have its interests in Parcel B quieted against any claim Defendants may have.

42. In particular, UI is entitled to a decree pursuant to Utah Code Ann. § 78B-6-1301:

(a) determining any adverse claim and quieting title in Parcel B;

(b) declaring that Defendants' easement interest in the Overlap Area, to the extent it remains valid, is limited to "Ski Easement Uses," including "skiing and snowboarding"; constructing and operating "ski runs and ski trails"; and other uses identified in Section 8.19.2.1 of the CC&Rs (attached hereto as Exhibit E);

(c) declaring that no right, title, or interest exists in favor of Defendants to construct or operate ski lifts on any portion of Parcel B; and

(d) declaring that no right, title, or interest exists in favor of Defendants to use other portions of Parcel B outside the Overlap Area for any “Ski Easement Uses.”

SECOND CAUSE OF ACTION

(Declaratory Relief – Utah Code Ann. § 78B-6-401 et seq.)

43. Plaintiff realleges and incorporates herein each of the foregoing paragraphs.

44. UI, as the owner of Parcel B, has a legally protectible interest in real property to exclude others from its land.

45. Parcel B is burdened by Defendants’ use of Parcel B, including (1) their operation of ski lifts in excess of their easement rights and (2) their use of other portions of Parcel B over which they have no valid easement interest.

46. UI asserts that Defendants have no right to use Parcel B for the use or operation of ski lifts.

47. UI also asserts that Defendants have no right to use other portions of Parcel B, including the portions labeled Ski Easements A, B, and C on the 2010 Plat.

48. UI has communicated those positions to VR CPC, which asserts that it may operate ski lifts on Parcel B and use other portions of Parcel B, including the portions labeled Ski Easements A, B, and C on the 2010 Plat, for “Ski Easement Uses,” as defined in the CC&Rs.

49. Accordingly, the parties to this action have interests that are adverse.

50. A real justiciable controversy has arisen between the parties with respect to Parcel B and the scope of Defendants’ easement rights in relation to Parcel B.

51. UI has been injured—and threatens to be injured in the future—by Defendants’ use of Parcel B in excess of its easement right insofar as Defendants’ unauthorized use of Parcel B harms UI’s ability to exclusively use, possess, and enjoy parcel B, including in accordance with its possessory rights.

52. There is a real controversy because Defendants refuse to recognize the appropriate scope of their easement rights and are interfering with UI's use and enjoyment of its land; and adjudication of this action will serve a useful purpose in resolving and avoiding controversy.

53. Accordingly, these matters are ripe for judicial determination.

54. Declaratory relief is warranted to determine the rights of the parties with respect to Parcel B and to enable the parties to act in accordance with those rights.

55. Pursuant to Utah Code Annotated Section 78B-6-401 et seq. and Utah Rule of Civil Procedure 57, UI is entitled to a declaration from this Court that determines UI's and Defendants' respective rights, status, and other legal relations with respect to Parcel B—including with respect to (1) Defendants' purported right to operate ski lifts on the Overlap Area of Parcel B and (2) the validity of and Defendants' interests in Ski Easements A, B, and C.

56. UI requests declaratory judgment determining the rights, status, and legal relations of the parties to this action with regard to Defendants' easement interests in Parcel B. Such an order should declare that:

(a) UI has a valid and enforceable interest in the use, possession, and enjoyment of Parcel B;

(b) the 2010 Plat redefined the scope of Defendants' easement interests in the Overlap Area of Parcel B as contemplated by the 2003 Easement Grant;

(c) Defendants' easement, to the extent it is valid, is limited to "skiing and snowboarding"; constructing and operating "ski runs and ski trails"; and other uses identified in Section 8.19.2.1 of the Second Amendment to CC&Rs;

(d) Defendants' easement, to the extent it is valid, does not encompass the operation of ski lifts on any portion of Parcel B;

- (e) Defendants have no right to operate the ski lifts on Parcel B;
- (f) no right, title, or interest exists in favor of Defendants to Ski Easements A, B, or C;
- (g) Defendants may not interfere with UI's use, possession, and enjoyment of Parcel B in excess of their easement rights;
- (h) Defendants, by using and operating the lifts and using Ski Easements A, B, and C, have exceeded their rights under the easement and trespassed on UI's property; and
- (i) UI has the right to exclude trespassory uses of Parcel B.

THIRD CAUSE OF ACTION
(Trespass to Real Property)

- 57. Plaintiff realleges and incorporates herein each of the foregoing paragraphs.
- 58. Defendants have no right to use or operate the ski lifts on Parcel B.
- 59. Defendants' intentional entry onto Parcel B for the use of the lifts (as well as their causing other persons to enter onto Parcel B for the use of the lifts) is in excess of any easement right and is therefore trespassory.
- 60. The ski lifts on Parcel B are fixtures and were transferred to UI along with the realty of Parcel B.
- 61. In 2008 and 2009, Summit County granted to "The Canyons / Lift 19" and IMA permits to build the Timberline and Iron Mountain Express ski lifts, respectively.
- 62. The top terminal of the Timberline ski lift and the bottom terminal of the Iron Mountain Express ski lift are located on Parcel B.
- 63. The ski lifts were and remain imbedded in and affixed to Parcel B.

64. On information and belief, there was no agreement by or between any parties to the permitting or construction of the ski lifts that the ski lifts would be considered the personal property of any party.

65. Accordingly, the ski lift infrastructure on Parcel B constitute fixtures and are part of Parcel B.

66. At the time the ski lifts were affixed to Parcel B and became part of the realty, Parcel B was owned by Ski Land, LLC and/or IMA.

67. On July 16, 2010, Ski Land, LLC and IMA transferred ownership of Parcel B by quitclaim two quitclaim deeds to T & M Gianoulis, LLC, together with “all rights, benefits, encumbrances and obligations.”

68. The quitclaim deeds to T & M Gianoulis, LLC did not reserve any fixtures.

69. Accordingly, Ski Land, LLC and IMA transferred ownership of all fixtures—including the ski lifts located affixed to Parcel B—to T & M Gianoulis, LLC.

70. Subsequently, T & M Gianoulis, LLC transferred Parcel B by quitclaim deed to UI, together with and subject to all accompanying “rights, benefits, encumbrances and obligations.”

71. The quitclaim deed to UI did not reserve any fixtures.

72. As a result, ownership of the fixtures, along with Parcel B, passed from T & M Gianoulis, LLC to UI, and UI now owns the ski lifts affixed to Parcel B.

73. UI has communicated to VR CPC that it does not consent to any entrance upon Parcel B for the use of ski lifts.

74. Nonetheless, Defendants have both entered and caused other persons to enter onto Parcel B to use UI’s ski lifts, even though Defendants no easement right to do so.

75. Defendants and the persons they cause to enter upon Parcel B for the use of the ski lifts do so outside of the scope of any easement rights.

76. Defendants and the persons they cause to enter upon Parcel B do not remain wholly enclosed within the ski lift infrastructure.

77. Defendants have no valid easement interest to use other portions of Parcel B, including the land labeled in the 2010 Plat as Ski Easements A, B, and C.

78. UI has communicated to VR CPC that it does not consent to any entrance upon Parcel B except as is authorized under Defendants' easement rights in the Overlap Area.

79. Nonetheless, Defendants have both entered and caused other persons to enter onto Parcel B to use Ski Easements A, B, and C, even though Defendants have no right to use Ski Easement A, B, or C.

80. Defendants and the persons they cause to enter onto Parcel B do so without UI's consent or any other right.

81. Accordingly, Defendants' intentional entry onto Parcel B for the use of Ski Easements A, B, and C (as well as its causing other persons to enter onto Parcel B for the use of Ski Easements A, B, and C) is trespassory.

82. Each unauthorized entry onto Parcel B constitutes an independent instance of trespass.

83. On information and belief, Defendants enter—and cause other persons to enter—Parcel B without consent thousands of times every year.

84. Defendants' repeated and ongoing trespasses harms UI, including by diminishing property value, interfering with potential development or conservation efforts, imposing unwanted liability and maintenance burdens, and causing discomfort and annoyance.

85. Defendants' repeated and ongoing trespasses prevent UI from using and enjoying Parcel B.

86. Defendants' repeated and ongoing trespasses interfere in UI's right to exclude others from its land.

87. Because of Defendants' trespassory acts, UI is entitled to judgment in an amount to be proven at trial—or, in the alternative, nominal damages—for each separate instance of trespass.

FOURTH CAUSE OF ACTION

(Injunctive Relief)

88. Plaintiff realleges and incorporates herein each of the foregoing paragraphs.

89. Defendants and the persons they cause to enter upon UI's land threaten to continue to enter upon Parcel B without UI's consent and without any right to do so.

90. Trespassory conduct will continue unabated unless enjoined by this Court. The threat of repeated and continuing trespass is real and immediate.

91. Defendants' trespass upon and use of Parcel B will cause serious and irreparable injury to UI, including, but not limited to, disturbing, interfering, and preventing UI's use, possession, and enjoyment of Parcel B.

92. UI has no adequate remedies at law for the injuries it has suffered and will continue to suffer as a result of Defendants' continued interference with and trespass upon Parcel B.

93. The law presumes that the infringement of a property right is harmful and sustains a remedy of an injunction to vindicate that right and prevent future harm.

94. Accordingly, this court should enter a permanent injunction enjoining Defendants, and any person with notice acting in conjunction with Defendants, from trespassing on UI's land or using Parcel B except as authorized under Defendants' easement rights.

FIFTH CAUSE OF ACTION
(Unjust Enrichment)

95. Plaintiff realleges and incorporates herein each of the foregoing paragraphs.

96. By using the ski lifts on Parcel B—and by using the land underlying what the 2010 Plat labeled Ski Easements A, B, and C—without any right to do so, Defendants have received a direct benefit from UI in the form of enhanced connectivity and appeal of the Park City Resort, increased ticket sales, higher real estate values in adjacent areas, and overall operational efficiencies.

97. Defendants fully appreciate, recognize, and have actual knowledge of the benefit conferred upon them by UI and its predecessors in interest through operation of the lifts and use of the land underlying Ski Easements A, B, and C.

98. Defendants have knowingly and willingly accepted and retained the benefit conferred upon them.

99. Under the circumstances—because the benefits received by Defendants are predicated upon the unauthorized use of UI’s property without any form of compensation to UI—it would be inequitable and unjust to allow Defendants to accept and retain these benefits.

100. UI lacks an adequate remedy at law.

101. Defendants have been enriched, and UI damaged, in an amount to be determined at trial, but believed to be in the millions of dollars.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff UI Charitable Advisors prays for relief against Defendants VR CPC Holdings, Inc. and John Does 1 – 5 as follows:

1. On claim 1, an order, pursuant to Utah Code Ann. § 78B-6-1301, quieting title and
 - a) determining any adverse claim in Parcel B;

- b) declaring that Defendants' easement interest in the Overlap Area, to the extent it remains valid, is limited to "skiing and snowboarding"; constructing and operating "ski runs and ski trails"; and other uses identified in Section 8.19.2.1 of the Second Amendment to CC&Rs;
 - c) declaring that no right, title, or interest exists in favor of Defendants to operate ski lifts on any portion of Parcel B;
 - d) declaring that no right, title, or interest exists in favor of Defendants to use Ski Easements A, B, or C.
2. On claim 2, an order declaring that
- a) UI has a valid and enforceable interest in the use, possession, and enjoyment of Parcel B;
 - b) the 2010 Plat redefined the scope of Defendants' easement interests in the Overlap Area of Parcel B as contemplated by the 2003 Easement Grant;
 - c) Defendants' easement, to the extent it is valid, is limited to "skiing and snowboarding"; constructing and operating "ski runs and ski trails"; and other uses identified in Section 8.19.2.1 of the Second Amendment to CC&Rs;
 - d) Defendants' easement does not encompass the operation of ski lifts on any portion of Parcel B;
 - e) Defendants' no right to operate the ski lifts on Parcel B;
 - f) no right, title, or interest exists in favor of Defendants to use Ski Easements A, B, or C;
 - g) Defendants may not interfere with UI's use, possession, and enjoyment of Parcel B in excess of their easement rights;

- h) Defendants, by using and operating the lifts and using Ski Easements A, B, and C, have exceeded their rights under the easement and trespassed on UI's property; and
 - i) UI has the right to exclude trespassory uses of Parcel B.
3. On claim 3, damages for trespass in an amount to be proven at trial—or, in the alternative, nominal damages—for each separate instance of trespass.
 4. On claim 4, permanent injunctive relief:
 - a) prohibiting Defendants from entering onto UI's land—or causing other persons or property to enter onto UI's land—except as authorized under Defendants' easement rights; and
 - b) allowing UI to remove any trespassory objects or objects that interfere with UI's use, possession, or enjoyment of Parcel B;
 5. On claim 5, equitable restitution—the value of the benefit unjustly conferred on Defendants—in an amount to be proven at trial, but believed to be in the millions of dollars.
 6. Reasonable attorney fees incurred in this action to the extent allowed by law.
 7. All recoverable costs of suit to the extent allowed by law.
 8. All other relief as the Court deems just, equitable, and equitable.

TIER DESIGNATION

This is a Tier 3 case because the damages are greater than \$300,000.

JURY DEMAND

Pursuant to Rule 38 of the Utah Rules of Civil Procedure, Plaintiff hereby demands trial by jury of all claims and issue so triable and will submit the appropriate fee upon filing.

DATED this 6th day of February, 2026.

Respectfully submitted,

/s/ Jess M. Krannich

Jess M. Krannich, #14398

John Pearce, #8585

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CERTIFICATE OF SERVICE

I hereby certify that on February 6, 2026, I caused a true and correct copy of the foregoing document to be filed with the Court's electronic filing system.

/s/ Jessica M. Johnsen
Executive Assistant
