

When Recorded Please Return To:

City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060-1480

**Fee Exempt per Utah Code
Annotated 1953 21-7-2**

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into this 26th day of long, 1998, by and between **THE RESORT CENTER CONDOMINIUMS OWNERS ASSOCIATION**, a Utah non-profit corporation ("Association"), 1415 Lowell Avenue, P.O. Box 3449, Park City, Utah 84060, Attention: Trent W. Davis and **PARK CITY MUNICIPAL CORPORATION**, a body corporate and third class city of the State of Utah, of P.O. Box 1480, 445 Marsac Avenue, Park City, Utah 84060-1480, ("Park City").

RECITALS

A. The Association is the manager and operator of the Resort Center Condominiums, a Utah condominium project ("Resort Center"). The Resort Center includes as part of its common areas that certain parcel of real property ("Easement Area") located in Summit County, State of Utah, more particularly described on Exhibit A attached hereto and made a part hereof.

B. The Easement Area is contiguous to that certain public street known as Lowell Avenue, which is owned and maintained by Park City. Park City has used the Easement Area, as a bus transit station for picking up and dropping off passengers using Park City's public transportation system. The Association has constructed and reconstructed and repaired certain improvements in the Resort Center contiguous to the Easement Area, including a covered passenger area, baggage storage facility, attendant structure, asphalt roadway, cement sidewalks and signs to provide a more convenient and efficient point of arrival and departure for the public to use the Resort Center facilities.

C. The Association desires to grant to Park City and exclusive easement on, over, across and through the Easement Area in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and Park City agree as follows:

00513070 Bk01166 Pg00573

1. **Grant of Easement.** The Association grants to Park City, for the benefit of Park City, an exclusive easement in gross ("Easement") for access, ingress and egress on, over, across and through the Easement Area for the use as a bus transit station, and for ancillary uses related thereto. This Easement is an exclusive easement in favor of Park City, thus granting unto Park City and its invitees the exclusive use and possession of the Easement Area except that the Association reserves the right to use the Easement Area to access Association properties for the

purpose of snow removal and pedestrian access for Association owners, customers, guests and invitees to travel over the Easement Area.

2. **Maintenance of Improvements.** Park City agrees to maintain and keep the Easement Area in a reasonable and attractive state in conformity with the maintenance standards employed by Park City throughout the City. The Association shall pay all costs for electricity used for reasonable lighting located on or near the Association Parcel.

3. **No Interference.** No routine, repair or reconstruction shall occur within the Easement Area from the time Park City Mountain Resort, its successors and assigns as to the ownership and/or use of the ski resort, opens for business until it closes for the season, and from July 1 through September 10 of each year.

4. **Duration.** The Agreement and the easement and undertakings set forth herein shall be perpetual.

5. **Integration.** This Agreement contains the entire agreement between the Association and Park City with respect to the matters set forth herein.

6. **No Partnership.** The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

7. **Applicable Law.** This agreement shall be construed in accordance with and governed by the laws of the State of Utah.

8. **Attorneys' Fees.** In the event it becomes necessary for any party hereto to employ the services of an attorney to enforce its rights under this Agreement, either with or without litigation, the losing party in any such controversy shall pay the successful party reasonable attorneys' fees and such costs and expenses as are incurred in enforcing this Agreement.

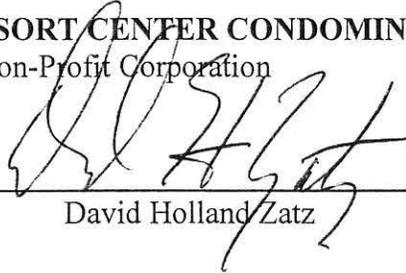
9. **Notices.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered, or sent by certified U.S. mail, return receipt requested, postage prepaid, or by other overnight courier service, and addressed to the respective party at the addresses first written above, which addresses may be changed from time to time by notice from one party to the other.

10. **Main Bus Drop Off.** "Main Bus Drop Off" means that at least seventy percent (70%) of the regularly scheduled City buses that service the Park City Mountain Resort, and the various condominium projects contiguous to the Park City Mountain Resort, must stop in the Easement Area, regardless of whether or not such buses stop at any other location in the area. In the event the Easement Area ceases to be the Main Bus Drop Off, for a period of one month or more, then after 30 days written notice and opportunity to cure, either party may suspend the exclusivity of the easement by written notice to the other. The exclusivity of the easement shall reinstate upon Park City's notice to the Association of its use of the Easement Area as the Main

Bus Drop Off. Park City shall exercise best efforts to notify the Association of any change in bus service that could result in suspension of the exclusivity of the easement. During the suspension period, Park City's obligation to maintain and to properly sign the Easement Area shall remain intact.

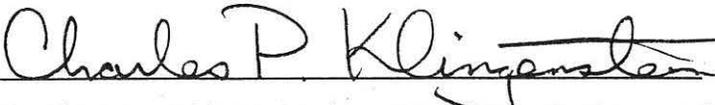
IN WITNESS WHEREOF, this Easement Agreement is executed as of the day and year first above written.

THE RESORT CENTER CONDOMINIUMS OWNERS ASSOCIATION
A Utah Non-Profit Corporation

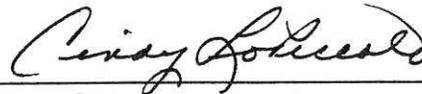
By: 
David Holland Zatz

Its: Agent

PARK CITY MUNICIPAL CORPORATION
A Body Corporate and Politic of the State of Utah

By: 
Charles P. Klingenstein, Mayor Pro Tem

Attest:


Cindy Lopiccolo, Deputy City Recorder



Approved as to form:


Jodi Hoffman, City Attorney

00513070 Bx01166 Pg00575

(continued next page)

(continued from previous page)

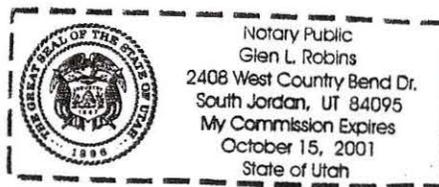
STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

The forgoing instrument was acknowledged before me on this 26th day of June, 19 98, by David H. Zate the Agent of THE RESORT CENTER CONDOMINIUM OWNERS ASSOCIATION, a Utah Non-Profit Corporation.

Glen L. Robins

Notary Public

Commission Expires 10-15, 2001 *9k*



00513070 Bk01166 Pg00576

EXHIBIT "A"

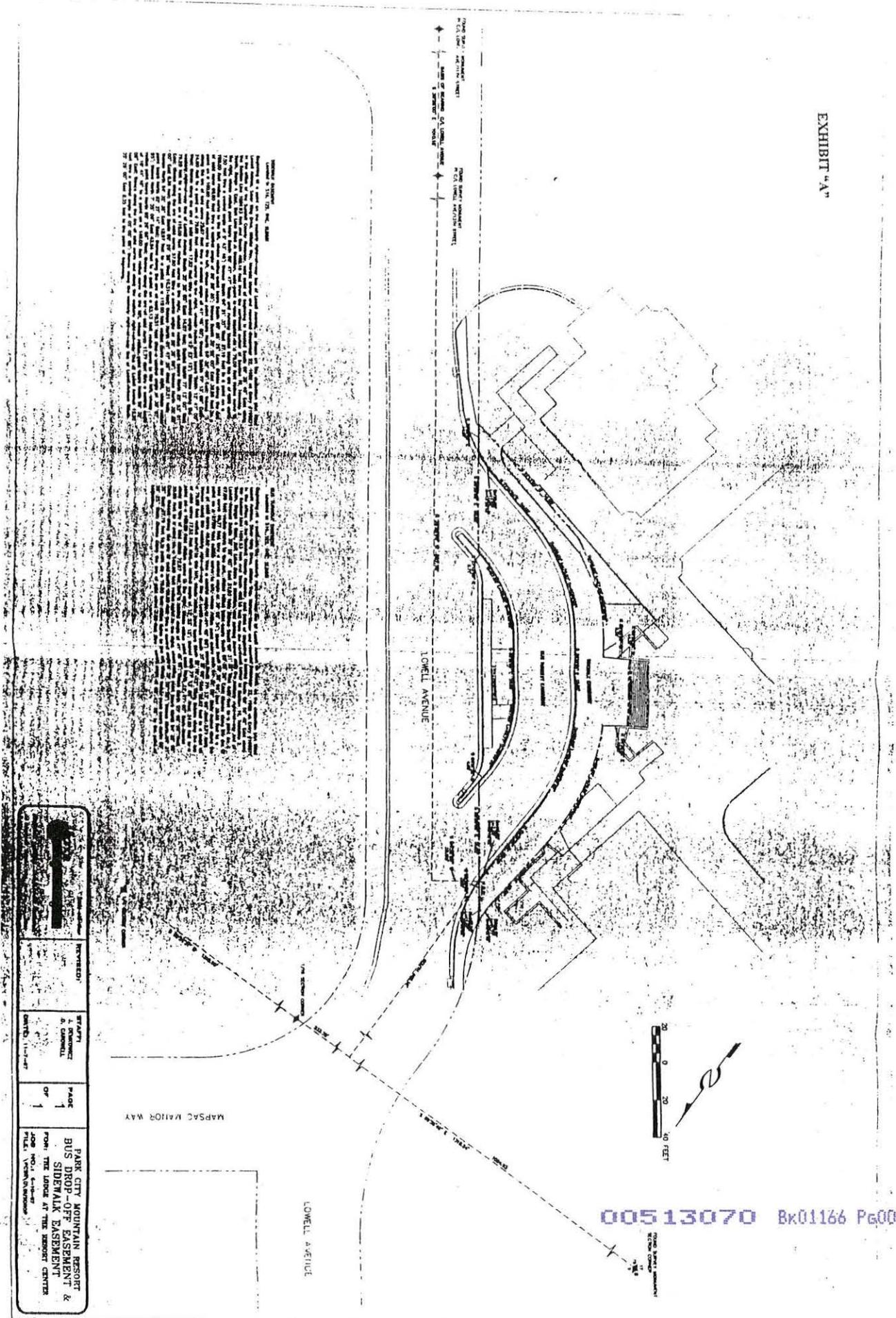
BUS TURNOUT EASEMENT Located in S16, T2S, R4E, SLB&M

Beginning at a point on the westerly right-of-way line of Lowell Avenue, as shown on the dedication plat titled Lowell Avenue, Silver King Drive, Millsite Way, Marsac Manor and recorded December 22, 1982 as Entry #199571 in the office of the Summit County Recorder, said point of beginning is located South $89^{\circ} 35' 48''$ East along the Section Line 1084.93 feet and South 488.16 feet from the northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, and running thence along the westerly right-of-way line of Lowell Avenue South $35^{\circ} 28' 00''$ East 51.93 feet; thence South $04^{\circ} 31' 35''$ West 4.90 feet to a point on a 67.00 foot radius curve to the left, whose radius point bears South $85^{\circ} 28' 26''$ East; thence along the arc of said curve 46.77 feet thru a central angle of $39^{\circ} 59' 34''$; thence South $35^{\circ} 28' 00''$ East 30.88 feet to a point on a 67.00 foot radius curve to left, whose radius point bears North $54^{\circ} 32' 00''$ East; thence along the arc of said curve 48.82 feet thru a central angle of $41^{\circ} 45' 00''$; thence South $77^{\circ} 13' 00''$ East 2.71 feet; thence along the westerly right-of-way line of Lowell Avenue South $35^{\circ} 28' 00''$ East 52.62 feet to a point on a 75.00 foot radius curve to the left, whose radius point bears South $26^{\circ} 10' 13''$ West; thence along the arc of said curve 17.52 feet thru a central angle of $13^{\circ} 23' 13''$; thence North $77^{\circ} 13' 00''$ West 24.60 feet to a point on a 100.00 foot radius curve to the right, whose radius point bears North $12^{\circ} 47' 00''$ East; thence along the arc of said curve 72.87 feet thru a central angle of $41^{\circ} 45' 00''$; thence North $35^{\circ} 28' 00''$ West 30.88 feet to a point on a 100.00 foot radius curve to the right, whose radius point bears North $54^{\circ} 32' 00''$ East; thence along the arc of said curve 69.80 feet thru a central angle of $39^{\circ} 59' 35''$; thence North $04^{\circ} 31' 35''$ East 37.19 feet to a point on a 75.00 foot radius curve to the left, whose radius point bears North $85^{\circ} 28' 25''$ West; thence along the arc of said curve 7.50 feet thru central angle of $05^{\circ} 43' 48''$ to the point of beginning.

Y:\PCSR\DOCS\BUS.DES

00513070 Bk01166 Pg00577

EXHIBIT "A"



	REVISIONS: 1. 11-1-47	STAFF: A. DORRILL 11-1-47	PAGE 1 OF 1	PARK CITY MOUNTAIN RESORT BUS DROP-OFF EASEMENT FROM THE LODGE AT THE RESORT CENTER JOB NO. 4-10-47 FILE NO. 100-100-100
--	--------------------------	---------------------------------	----------------	--