

**ORIGINAL**

WHEN RECORDED, MAIL TO:

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

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

00504510 Bk01136 Pg00601-00605

ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1998 APR 16 10:06 AM FEE \$ .00 BY DMG  
REQUEST: PARK CITY MUNICIPAL CORP

UTILITY EASEMENT AGREEMENT  
PARK CITY MUNICIPAL CORPORATION AND PARK AVENUE CONDOMINIUMS

Whereas, Park Avenue Condominium Association, ("Association") manages certain real property which is common area of the Park Avenue Condominiums located within Park City, Summit County, Utah pursuant to the Condominium Declaration for Park Avenue Condominiums and the Utah Condominium Ownership Act; and

Whereas, Park City Municipal Corporation ("Park City") desires to utilize an unbuildable portion of the property for utilities and the Association is willing to grant Park City's request subject to the conditions set forth below;

Now therefore, in consideration of ten dollars (\$10.00) and the mutual covenants and agreements hereof, the sufficiency of which is hereby acknowledged, Association and Park City agree as follows:

1. Easement. Association grants to Park City a perpetual, non-exclusive Easement for the purpose of installing Park City's fiber optic line, and such other utilities as the Association may approve in writing, on the property more particularly described in "Exhibit A". The Association's approval shall not be unreasonably withheld.

Park City shall coordinate the installation and any maintenance of the Easement with the Association and its maintenance personnel. All plans, specifications and procedures for the installation and maintenance of the Easement must be approved in writing by the Association in advance, approval not to be unreasonably withheld.

Park City expressly assumes the risk and shall be strictly liable and responsible for any and all damages to the common areas and facilities at Park Avenue caused by the installation or maintenance of the Easement, including but not limited to any trench settling, sprinkler systems, plants, flowers, trees, shrubs, bushes, landscaping, electrical, gas or other utility control or distribution line cuts, and shall restore the property and facilities, including but not limited to the landscaping and grade, to their previously existing condition.

Park City shall maintain the Easement in a proper, substantial and workmanlike manner. Park City shall be solely responsible for the cost of maintaining and repairing the Easement as may be required from time to time, and the Association shall not be required to contribute to the

cost thereof. Park City shall not use the Easement in any way which will impair the rights of others to use it and shall not obstruct passage thereon.

2. Liability. In the installation and maintenance of the Easement, Park City will conform to and observe all laws, ordinances, codes, rules and regulations applicable, and will further protect the common area and facilities and improvements thereto, and will at all times save, hold harmless and indemnify the Association from any loss, damage, injury, or other casualty, whenever or howsoever arising, to the Association, any unit owner or third party or to any property caused thereby, excluding Association's gross negligence and intentional acts.

3. Binding on Successors. This agreement is intended to run with the land and shall be binding on the successors and assigns of both parties.

4. Termination/Modification. This agreement may be modified or terminated only by the written agreement of both parties.

5. Attorney's Fees. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs

DATED this 9 day of April, 1998.

Association Park Avenue Condominium Association

Craig R. Crockett  
Print name: CRAIG R. CROCKETT  
Title: PRESIDENT

CORPORATE ACKNOWLEDGMENT

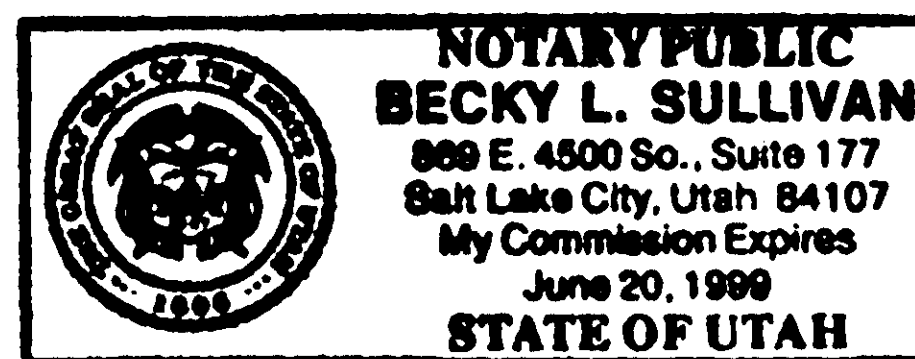
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STATE OF Utah )  
: ss.  
COUNTY OF Salt Lake )

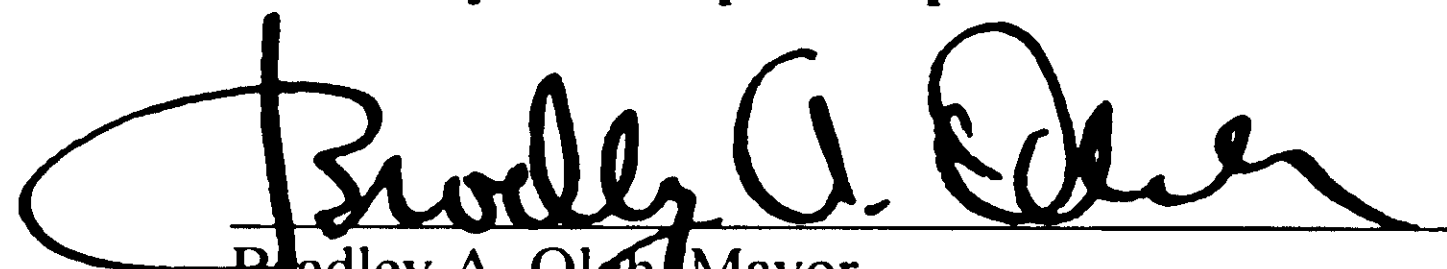
On this 9 day of April, 1998, personally appeared before me Craig R. Crockett, who being duly sworn, did say that he/she is the President of Park Ave Condo Assn and acknowledged to me that the preceding agreement was signed on behalf of said company, by their authority and he/she acknowledged that the company did execute the same for its stated purpose.

Becky Sullivan  
NOTARY PUBLIC

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Park City Municipal Corporation

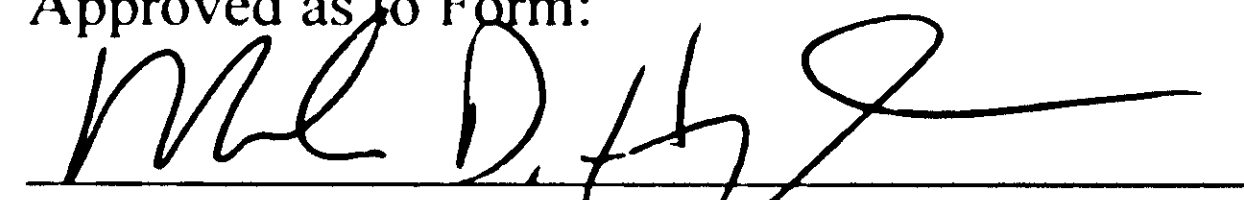
  
Bradley A. Olsen, Mayor

Attest:

  
Jan Scott, City Recorder



Approved as to Form:

  
Mark D. Harrington, Deputy City Attorney

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### EXHIBIT "A"

A non-exclusive utility easement ten (10.0) feet in width, said easement being ten feet adjacent to and southerly of the following described line, said line being a portion of the northerly boundary of the Park Avenue Condominium, as shown on the Record of Survey Map recorded as Entry 119740 in the office of the Summit County Recorder on June 1, 1973:

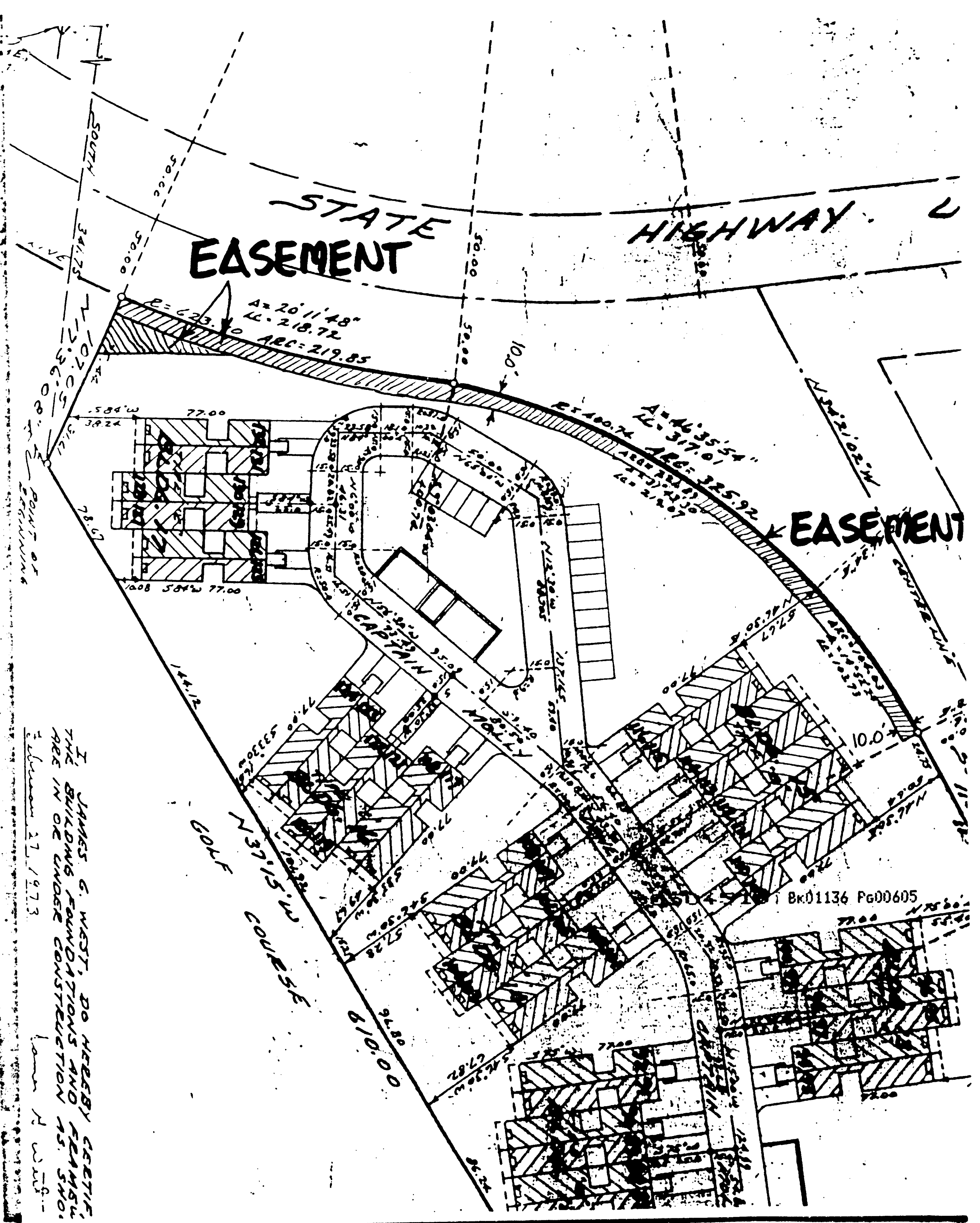
BEGINNING at a point East 21.85 feet and South 341.75 feet from the West 1/4 corner, Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and also North  $17^{\circ} 36' 08''$  East 107.05 feet to the TRUE POINT OF BEGINNING, said point also being on the westerly right-of-way line of State Highway U-224, said point also being on a curve to the left, the radius point of which is North  $17^{\circ} 36' 08''$  East 623.70 feet; thence southeasterly along the arc of said curve and said right-of-way line 219.85 feet to a point of a reverse curve to the right, the radius point of which is South  $9^{\circ} 03' 03''$  West 400.74 feet; thence southeasterly along the arc of said curve and said right-of-way line 325.92 feet, and there terminating.

TOGETHER WITH a non-exclusive utility easement over the following described area:

BEGINNING at a point East 21.85 feet and South 341.75 feet from the West 1/4 corner, Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and also North  $17^{\circ} 36' 08''$  East 70.0 feet to the TRUE POINT OF BEGINNING; thence North  $84^{\circ} 00'$  East 132.00 feet, more or less, to a point on the westerly right-of-way line of State Highway U-224, said point also being on a 623.70-foot radius curve to the right; thence westerly along said right-of-way line and along the arc of said curve 124.00 feet, more or less, to the northernmost corner of the Park Avenue Condominium, as shown on the Record of Survey Map recorded as Entry 119740 in the office of the Summit County Recorder on June 1, 1973; thence South  $17^{\circ} 36' 08''$  West 37.05 feet along the westerly line of said Park Avenue Condominiums to the point of beginning.

Ewdh/CDD/EDH/3-25rodd





I, JAMES G. WEST, DO HEREBY CERTIFY  
 THE BUILDING FOUNDATIONS AND EASEMENTS  
 ARE IN OR UNDER CONSTRUCTION AS SHOWN.  
 February 27, 1973  
 James G. West

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