

**MAINTENANCE AND ACCESS EASEMENT
SKY LODGE
201 HEBER AVENUE**

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and UNION SQUARE OWNERS ASSOCIATION (Owner), to set forth the terms and conditions under which the City will permit the Owner to maintain two elevators, one located within, and the other adjacent to the pedestrian easement held by the City as shown on the First Amended Union Square condominium record of survey (aka Sky Lodge) (indicated on Exhibit 1 and 2 as Elevator A and B) and whereby Owner will grant a public access easement across a portion of their property to grant access to "Elevator B", the elevator located on the south end of the pedestrian easement connecting the Heber Avenue level to the Sky Lodge plaza level.

Subject to the following terms and conditions of this agreement, Owner shall maintain the two elevators, which grant "American with Disability Act" (ADA) access to the City's Pedestrian easement and shall grant a 10 foot wide public access easement across a portion of their property for access to and from each egress from the southern elevator.

This maintenance agreement and public access easement shall be appurtenant to the following described property:

The commercial limited common area appurtenant to unit LB1. The elevator located in the southwest corner of commercial limited common appurtenant to LB1 as shown on page 4 of 12 First Amended Union Square condominium record of survey and the elevator located within the north end of the pedestrian easement.

ENTRY NO. 00879384

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Easements PAGE 1/6

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY EQUITY TITLE INSURANCE AGENCY INC



This agreement is not transferable to other property, but is freely transferable with the title to the condominium common area and other commercial and residential condominiumized spaces within the Sky Lodge aka Union Square . The conditions as stated in this agreement are binding on the successors in title or interest of Owner.

2. The two elevators shall be maintained to be in working order, clean and safe and provide ADA access across the City easement. Owner shall be solely responsible for all costs of installing, building and maintaining the two elevators. The Owners or their successor shall maintain the elevator in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections.

3. The elevators may not be condominiumized or otherwise separately owned from the balance of the Owner's property except as shown on the recorded Record of Survey.

4. Owner hereby creates and grants for the benefit of the City and the public, perpetual, appurtenant, non-exclusive 10 foot wide easement for the purpose of pedestrian and ADA ingress and egress to and from the most southern elevator back to the pedestrian easement as shown on First Amended Union Square condominium record of survey. This access easement shall be maintained for public use and provide access for wheelchairs.

5. The Owners also hereby agree to maintain, repair, and undertake snow removal responsibility for the sidewalks, curbs and walkways on the Property including the City Easements at their own cost. The Owners shall

remove all snow and ice from the sidewalks, curbs and walkways on the easements as required by Section 14-4-7, 14-4-8 and 14-4-9 of the Park City Municipal Code.

6. The Owners agree to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of Easy Street right-of-way for private purposes, or from the failure of the Owner's improvements and enhanced maintenance responsibility. The Owners agrees to maintain general liability insurance in effect in perpetuity, with an aggregate insurance value of not less than \$3,000,000.00 (three million dollars) and \$1,000,000.00 per occurrence, and Park City shall be named as an Additional Insured by the Owner's insurance carrier. Nothing herein shall waive any provision of the Utah Government Immunity Act.

DATED this 20th day of April 2009.

PARK CITY MUNICIPAL CORPORATION


Matthew Cassel, P.E.,
City Engineer

Attest: Jennifer Byrd

Signature 

Print Name William Sidor

Address 201 Heber Avenue
Park City, UT 84020

STATE OF UTAH)

COUNTY OF SUMMIT)

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On the 13 day of MAY, 2009, personally appeared before me WILLIAM STAAF who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, the she/he is an authorized representative of the Corporation with full approval of its board of directors, and the she/he signed the foregoing instrument on their behalf.



Notary Public

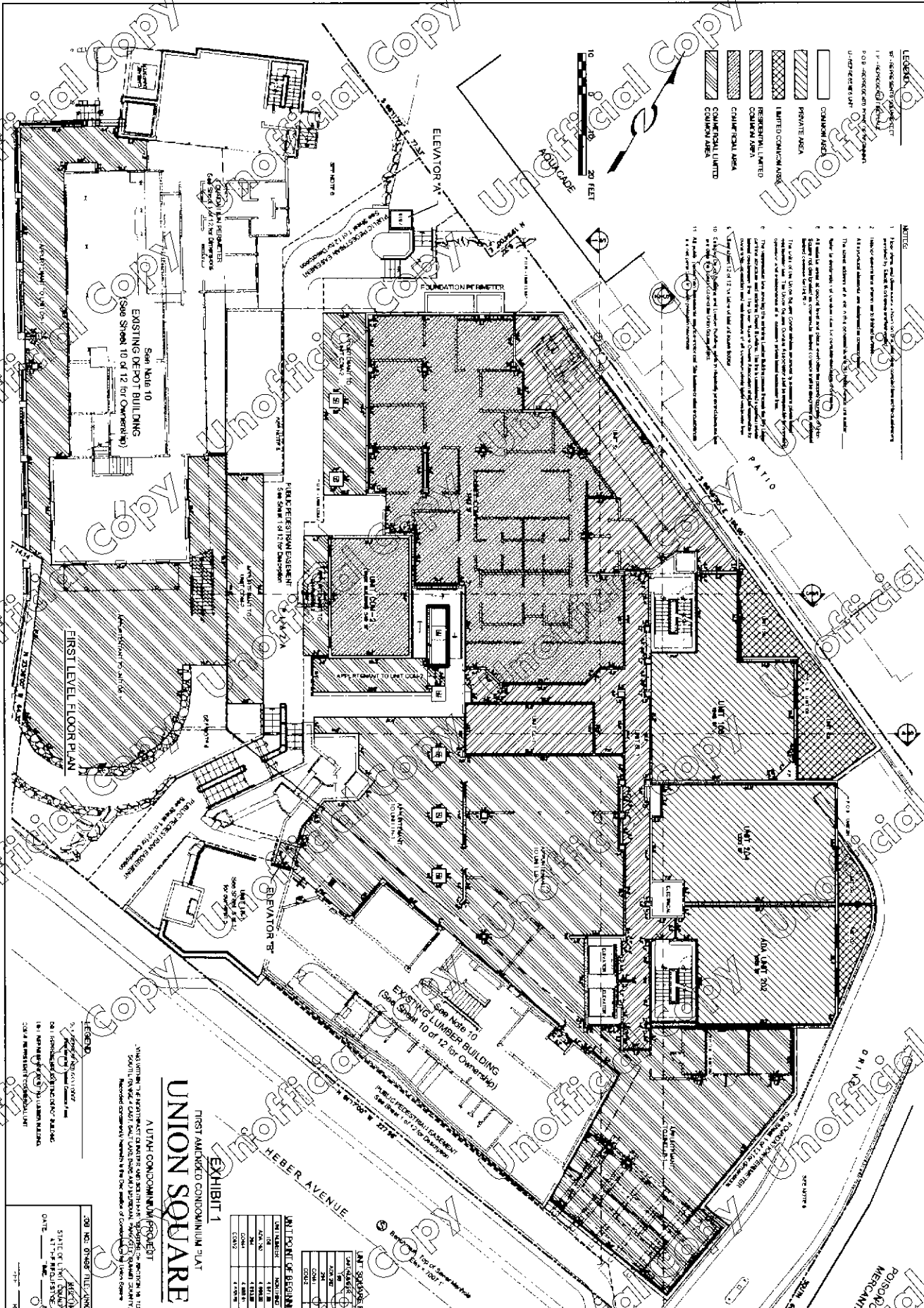


LEGEND

1. 1" = 20' (Horizontal Scale)
 2. 1" = 20' (Vertical Scale)
 3. 1" = 20' (Diagonal Scale)

4. COMMON AREA
 5. PRIVATE AREA
 6. LIMITED COMMON AREA
 7. RESIDENTIAL LIMITED COMMON AREA
 8. COMMERCIAL LIMITED COMMON AREA
 9. COMMON AREA

- NOTES**
1. These plans were prepared in accordance with the provisions of the Colorado Condominium Act, C.R.S. 38-120-101 through 38-120-109.
 2. The project is a first-class building and shall be constructed in accordance with the provisions of the Colorado Building Code, C.R.S. 552-10-101 through 552-10-109.
 3. All construction shall be in accordance with the provisions of the Colorado Building Code, C.R.S. 552-10-101 through 552-10-109.
 4. The owner shall be responsible for the maintenance and repair of the common areas.
 5. The owner shall be responsible for the maintenance and repair of the limited common areas.
 6. The owner shall be responsible for the maintenance and repair of the residential limited common areas.
 7. The owner shall be responsible for the maintenance and repair of the commercial limited common areas.
 8. The owner shall be responsible for the maintenance and repair of the common areas.
 9. The owner shall be responsible for the maintenance and repair of the common areas.
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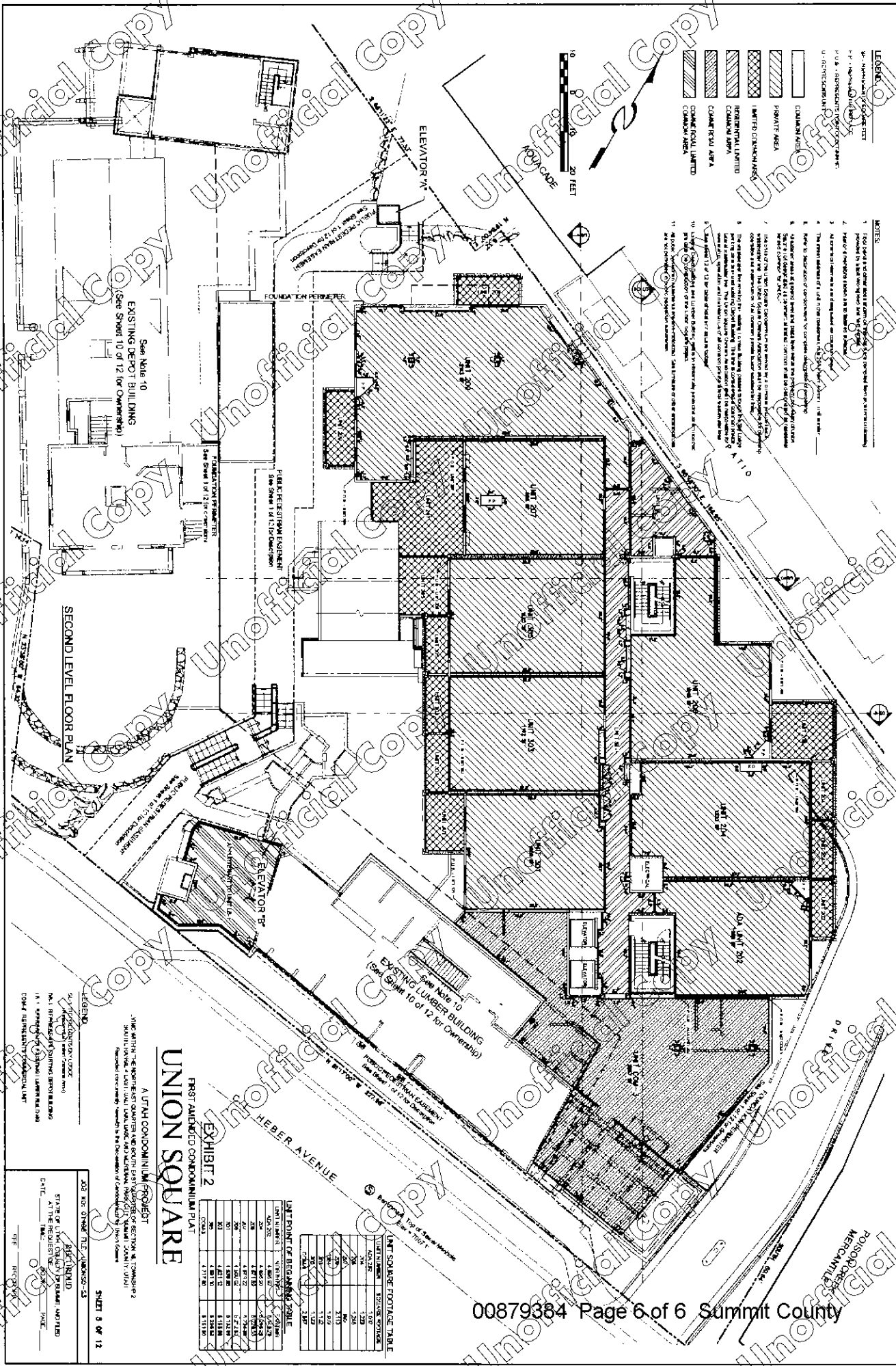
UNION SQUARE

EXHIBIT 1

FIRST FLOOR CONDOMINIUM PLAN

UNIT SQUARE FOOTAGE TABLE

UNIT NO.	UNIT TYPE	SQ. FT.	COMMON AREA	TOTAL SQ. FT.
101	1 BR	1,100	100	1,200
102	1 BR	1,100	100	1,200
103	1 BR	1,100	100	1,200
104	1 BR	1,100	100	1,200
105	1 BR	1,100	100	1,200
106	1 BR	1,100	100	1,200
107	1 BR	1,100	100	1,200
108	1 BR	1,100	100	1,200
109	1 BR	1,100	100	1,200
110	1 BR	1,100	100	1,200
111	1 BR	1,100	100	1,200
112	1 BR	1,100	100	1,200
113	1 BR	1,100	100	1,200
114	1 BR	1,100	100	1,200
115	1 BR	1,100	100	1,200
116	1 BR	1,100	100	1,200
117	1 BR	1,100	100	1,200
118	1 BR	1,100	100	1,200
119	1 BR	1,100	100	1,200
120	1 BR	1,100	100	1,200



- LEGEND**
- 1. UNITS
 - 2. COMMON AREAS
 - 3. PUBLIC RESTROOM
 - 4. ELEVATOR
 - 5. STAIRWELL
 - 6. MECHANICAL ROOM
 - 7. UTILITY ROOM
 - 8. STORAGE AREA
 - 9. COMMON AREA
 - 10. COMMON AREA
 - 11. COMMON AREA

- NOTES**
1. SEE SHEET 10 FOR EXISTING DEPOT BUILDING.
 2. SEE SHEET 11 FOR EXISTING DEPOT BUILDING.
 3. SEE SHEET 12 FOR EXISTING DEPOT BUILDING.
 4. SEE SHEET 13 FOR EXISTING DEPOT BUILDING.
 5. SEE SHEET 14 FOR EXISTING DEPOT BUILDING.
 6. SEE SHEET 15 FOR EXISTING DEPOT BUILDING.
 7. SEE SHEET 16 FOR EXISTING DEPOT BUILDING.
 8. SEE SHEET 17 FOR EXISTING DEPOT BUILDING.
 9. SEE SHEET 18 FOR EXISTING DEPOT BUILDING.
 10. SEE SHEET 19 FOR EXISTING DEPOT BUILDING.
 11. SEE SHEET 20 FOR EXISTING DEPOT BUILDING.

UNION SQUARE

EXHIBIT 2

FIRST FLOOR CONDOMINIUM PLAN

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	NET SQUARE FEET	GROSS SQUARE FEET
UNIT 201	1,000.00	1,000.00
UNIT 202	1,000.00	1,000.00
UNIT 203	1,000.00	1,000.00
UNIT 204	1,000.00	1,000.00
UNIT 205	1,000.00	1,000.00
TOTAL	5,000.00	5,000.00

A UTAH CONDOMINIUM PROJECT
 FIRST FLOOR CONDOMINIUM PLAN
 EXHIBIT 2
 UNION SQUARE
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