

**Exhibit A**

Form of Easement Agreement to be Recorded in Favor of Prospector Square

**WHEN RECORDED MAIL TO:**

Jeffrey T. Colemere, Esq.  
WRONA LAW OFFICES, P.C.  
1745 Sidewinder Drive  
Park City, UT 84060

**NON-EXCLUSIVE EASEMENT AGREEMENT**

**THIS NON-EXCLUSIVE EASEMENT AGREEMENT** (the "Agreement") is entered into on this 24<sup>th</sup> day of February, 2011 by and between **PROSPECTOR SQUARE PROPERTY OWNER'S ASSOCIATION**, a Utah non-profit corporation ("Prospector Square") and **THE NEW CLAIM CONDOMINIUM HOMEOWNER'S ASSOCIATION**, a Utah non-profit corporation ("New Claim")

**RECITALS**

A. Prospector Square owns Parking Lot D, which is described as follows:

All of Parking Lot D of the Prospector Square Supplemental Amended Plat, a subdivision in Park City, Summit County, Utah, the plat of which being recorded February 1, 1994, as Entry No. 397064 in the Summit County Recorder's Office.

Tax Parcel #: PSA-D-SP

(Hereinafter "Lot D"). A subsurface parking structure containing a surface parking area and subsurface parking area are presently constructed on Lot D. The description of Lot D also includes an asphalt paved parking area located on the northwest end of Lot D. There is "Subdivision Common Area" in the form of sidewalks and landscaping generally located around the perimeter of Lot D as identified above. Lot D and the Subdivision Common Area are located contiguous to the New Claim Property (defined below) as identified on the official plat. Lot D and the Subdivision Common Area are sometimes collectively referred to below as the "Prospector Square Property".

B. New Claim owns a condominium building (the "Condominium") located at 2000 Prospector Avenue in Park City, Utah. The legal description of the land on which the Condominium is located is more particularly described as follows:

All of Lot 20A and Lot 20B of the Prospector Square Supplemental Amended Plat, a subdivision in Park City, Summit County, Utah, the plat of which being recorded February 1, 1994, as Entry No. 397064 in the Summit County Recorder's Office.

Tax Parcel #: See Attached Exhibit "1"

(Hereinafter the "New Claim Property").

C. Pursuant to a Settlement Agreement between the parties, dated February 24, 2011, New Claim has agreed to grant and convey to Prospector Square an easement over the land and/or air space described on Exhibit A, attached hereto and incorporated herein by this reference, as more specifically set forth herein below.

### AGREEMENT

**NOW THEREFORE**, for good and valuable consideration, the adequacy and sufficiency of which the parties do hereby acknowledge the parties do hereby covenant as follows:

1. The Recitals above and all Exhibits hereto are hereby incorporated into this Agreement by this reference.
2. New Claim hereby grants, conveys and warrants to Prospector Square and its members and their respective employees, guests, tenants and patrons a perpetual, non-exclusive easement, for vehicular and pedestrian ingress and egress to access the subsurface parking area for purposes of vehicle parking and maintaining the subsurface parking structure over, across and through a portion of the New Claim Property via the access ramp located off of Poison Creek Lane. The legal description of the existing access ramp, and therefore the easement property, is described on Exhibit A hereto, for access to and from Prospector Square Property, which easement shall include the use of any approaches or other improvements necessary for the contemplated use and enjoyment of this easement (the "Easement"). This Easement shall be recorded against the New Claim Property and the Prospector Square Property and shall run with the land and shall burden the New Claim Property and be binding upon the owners of the New Claim Property and the successors in interest of the New Claim Property and shall benefit the Prospector Square Property and inure to the benefit of the Prospector Square Property owners and the successors in interest of the Prospector Square Property owners.
3. The cost of maintaining and repairing the floor surface of the access ramp located within the Easement area shall be shared equally by New Claim and Prospector Square. New Claim shall repair and maintain any walls, ceilings and columns that may be located within Easement area in a clean, safe, accessible and operable condition.. The costs for repair and maintenance for such walls, ceilings and columns shall be the sole responsibility of New Claim. In the event the grantees are prohibited by law, ordinance or by any remodeling or reconstruction of New Claim or the New Claim Property from using the Easement to access the Prospector Square

Property, New Claim hereby agrees to modify the Easement, and record any necessary amendments hereto, or to grant a new easement to the grantees which will allow the grantees reasonably convenient access to the Prospector Square Property, as contemplated hereby, for the reasonable use and enjoyment thereof.

4. The duration of this Easement shall be perpetual.

5. This Agreement is a covenant running with the land and shall be binding upon the parties hereto, their heirs, designees, representatives, successors and assigns, and the rights privileges and authorities herein granted shall be assignable together or separately and in whole or part.

6. This Agreement may only be amended by a writing executed and recorded by the grantors and the grantees, their respective heirs, successors or assigns, or the duly appointed and authorized agent or representative of any of the preceding.

7. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Utah.

8. Any waiver by a party hereto of any breach of any kind or character whatsoever by the another party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

9. In the event any action or proceeding is brought by any party against any other party hereto, the prevailing party shall be entitled to recover attorney's fees in such amount as the court may adjudge reasonable.

10. This Agreement and any amendments hereto may be executed in counterparts, which taken together shall constitute one document.

**IN WITNESS WHEREOF**, the undersigned have set their hands on the date first above written.

**PROSPECTOR SQUARE PROPERTY OWNER'S ASSOCIATION,**  
a Utah non-profit corporation

By *Paul Thurman*

Its President

**THE NEW CLAIM CONDOMINIUM HOMEOWNER'S ASSOCIATION,**  
a Utah non-profit corporation


By \_\_\_\_\_

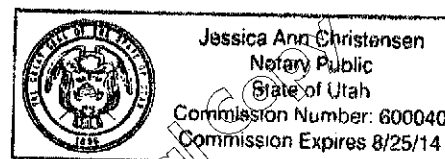
Its \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF UTAH )  
 )  
 ) ss.  
 )  
COUNTY OF SUMMIT )

On the 24<sup>th</sup> day of February, 2011, personally appeared before me Paul Christensen, the President of the PROSPECTOR SQUARE PROPERTY OWNER'S ASSOCIATION, a Utah non-profit corporation, who duly acknowledged to me that he executed the foregoing as President of the PROSPECTOR SQUARE PROPERTY OWNER'S ASSOCIATION, by authority of its bylaws.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: SUMMIT COUNTY  
Commission Expires: 8/25/14



STATE OF UTAH )  
 )  
 ) ss.  
 )  
COUNTY OF SUMMIT )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the President of THE NEW CLAIM CONDOMINIUM HOMEOWNER'S ASSOCIATION, a Utah non-profit corporation, who duly acknowledged to me that he executed the foregoing as President of the THE NEW CLAIM CONDOMINIUM HOMEOWNER'S ASSOCIATION, by authority of its bylaws.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Property, New Claim hereby agrees to modify the Easement, and record any necessary amendments hereto, or to grant a new easement to the grantees which will allow the grantees reasonably convenient access to the Prospector Square Property, as contemplated hereby, for the reasonable use and enjoyment thereof.

4. The duration of this Easement shall be perpetual.
5. This Agreement is a covenant running with the land and shall be binding upon the parties hereto, their heirs, designees, representatives, successors and assigns, and the rights privileges and authorities herein granted shall be assignable together or separately and in whole or part.
6. This Agreement may only be amended by a writing executed and recorded by the grantors and the grantees, their respective heirs, successors or assigns, or the duly appointed and authorized agent or representative of any of the preceding.
7. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Utah.
8. Any waiver by a party hereto of any breach of any kind or character whatsoever by the another party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.
9. In the event any action or proceeding is brought by any party against any other party hereto, the prevailing party shall be entitled to recover attorney's fees in such amount as the court may adjudge reasonable.
10. This Agreement and any amendments hereto may be executed in counterparts, which taken together shall constitute one document.

**IN WITNESS WHEREOF**, the undersigned have set their hands on the date first above written.

**PROSPECTOR SQUARE PROPERTY OWNER'S ASSOCIATION,  
a Utah non-profit corporation**

By \_\_\_\_\_  
Its \_\_\_\_\_

**THE NEW CLAIM CONDOMINIUM HOMEOWNER'S ASSOCIATION,  
a Utah non-profit corporation**

By Karen C. Hyslop  
Its president

**ACKNOWLEDGEMENTS**

STATE OF UTAH )  
 )  
 ss.  
COUNTY OF SUMMIT )

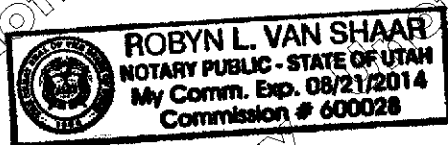
On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the President of the PROSPECTOR SQUARE PROPERTY OWNER'S ASSOCIATION, a Utah non-profit corporation, who duly acknowledged to me that he executed the foregoing as President of the PROSPECTOR SQUARE PROPERTY OWNER'S ASSOCIATION, by authority of its bylaws.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF UTAH )  
 )  
 ss.  
COUNTY OF SUMMIT )

On the 16<sup>th</sup> day of February, 2011, personally appeared before me Karvon G. Hippler, the President of THE NEW CLAIM CONDOMINIUM HOMEOWNER'S ASSOCIATION, a Utah non-profit corporation, who duly acknowledged to me that he executed the foregoing as President of the THE NEW CLAIM CONDOMINIUM HOMEOWNER'S ASSOCIATION, by authority of its bylaws.

Robyn L. Van Shaar  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake City UT  
Commission Expires: 8/21/2014



DESCRIPTION OF ACCESS EASEMENT

[Exhibit A to easement agreement - insert description of ramp access area through New Claim Property]

A non-exclusive easement for access over under and through a portion of Lots 20 and 21, Prospector Square Supplemental Plat, more particularly described as:

PROSPECTOR SQUARE BUILDING OWNERS ASSOCIATION  
NEW CLAIM CONDOMINIUMS PARKING GARAGE ACCESS EASEMENT

Beginning at a point below grade on the West property line of Parking Lot D, Prospector Square Supplemental Amended Plat, according to the official plat thereof on file and of record in the office of the Summit County Recorder, said point being North a distance of 56.84 feet from the Southwest corner of said Parking Lot D; said point also being below grade on the northerly face of a structural wall; and running thence below grade along said wall South 89°55'07" West a distance of 83.61 feet to an existing garage door; thence continuing under said garage door to the West end of said wall; the corner of said wall being located above grade; thence continuing above grade South 64°40'11" West a distance of 2.27 feet to the Northeasterly Right of Way line of Poison Creek Lane; thence continuing above grade along said Right of Way line North 25°36'00" West a distance of 23.24 feet to the face of an existing concrete curb; thence leaving said Right of Way line and continuing above grade along said concrete curb North 67°39'23" East a distance of 8.70 feet to the exterior face of a structural wall; thence continuing above grade along said wall North 89°55'07" East a distance of 10.26 feet to an existing garage door; thence continuing under said garage door and along said wall North 89°55'07" East a distance of 83.65 feet to a point below grade on the West property line of said Parking Lot D; thence continuing below grade along said West property line South a distance of 23.30 feet to the point of beginning.

Less and excepting the structural wall separating the entrance to and exit from said underground parking structure, more particularly described as follows:

Beginning at a point below grade North a distance of 68.12 feet and West a distance of 1.81 feet from the Southwest corner of said Parking Lot D; said point also being on the southerly face of a structural wall; and running thence South 89°55'07" West along said wall a distance of 83.40 feet to a point above grade on the west end of said wall; thence continuing above grade along said wall North a distance of 0.68 feet; thence continuing along said wall North 89°55'07" East a distance of 83.40 feet to a point below grade at the east end of said wall; thence continuing below grade along said wall South a distance of 0.68 feet to the point of beginning.

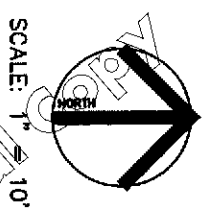
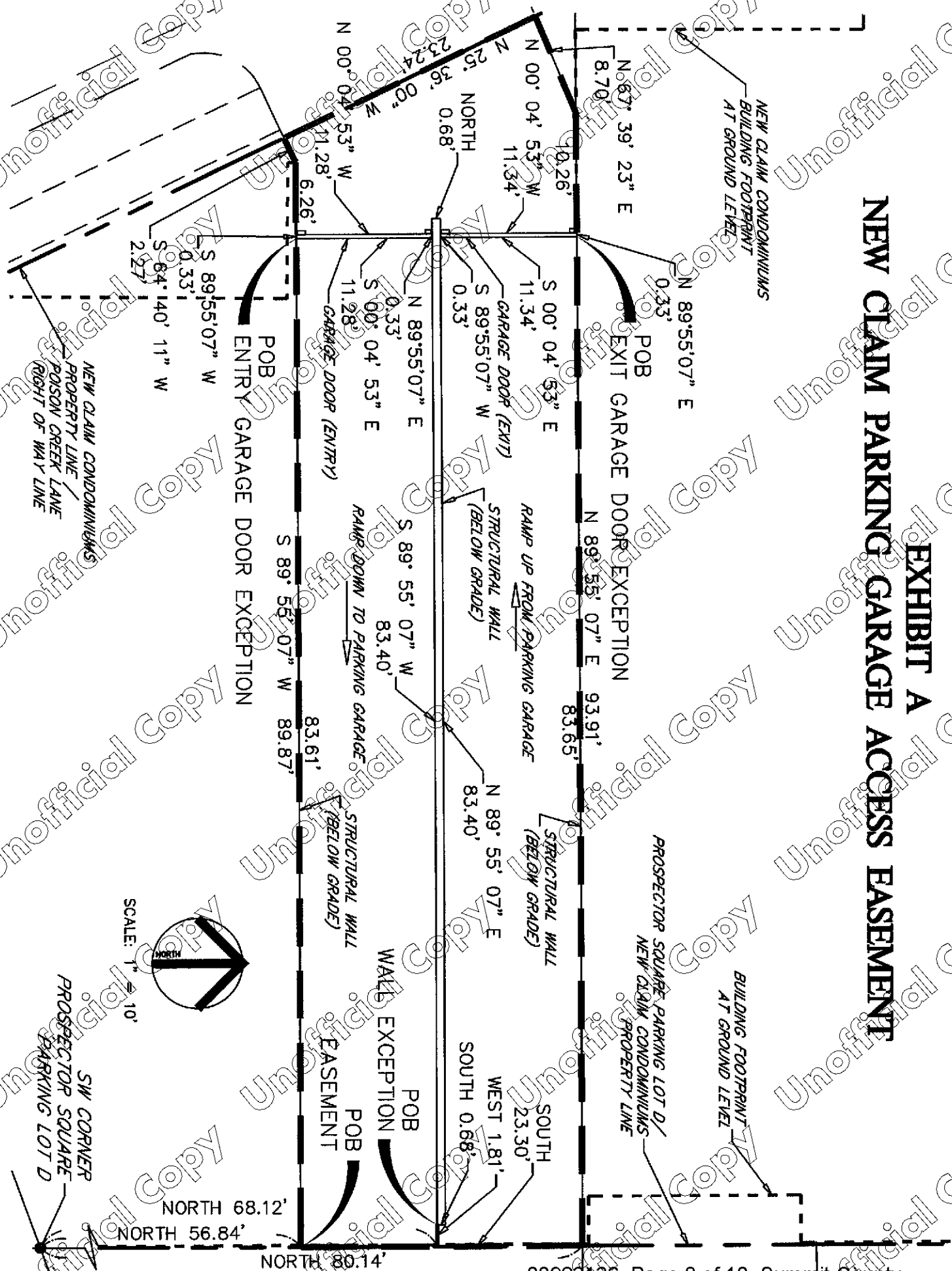
Also less and excepting the garage door at the entrance to said underground parking structure, including all posts and mounting hardware required to support said garage door, more particularly described as follows:

Beginning at a point North a distance of 56.84 feet and South 89°55'07" West a distance of 83.61 feet from the Southwest corner of said Parking Lot D; said point also being on the face of a structural wall where the back of a garage door meets said wall; and running thence South 89°55'07" West along said wall a distance of 0.33 feet to the face of said garage door; thence North 00°04'53" West along the face of said garage door a distance of 11.28 feet to the face of a structural wall separating the entrance to and exit from said underground parking structure; thence North 89°55'07" East along said wall a distance of 0.33 feet to the back of said garage door; thence South 00°04'53" East along the back of said garage door a distance of 11.28 feet to the point of beginning.

Also less and excepting the garage door at the exit from said underground parking structure, including all posts and mounting hardware required to support said garage door, more particularly described as follows:

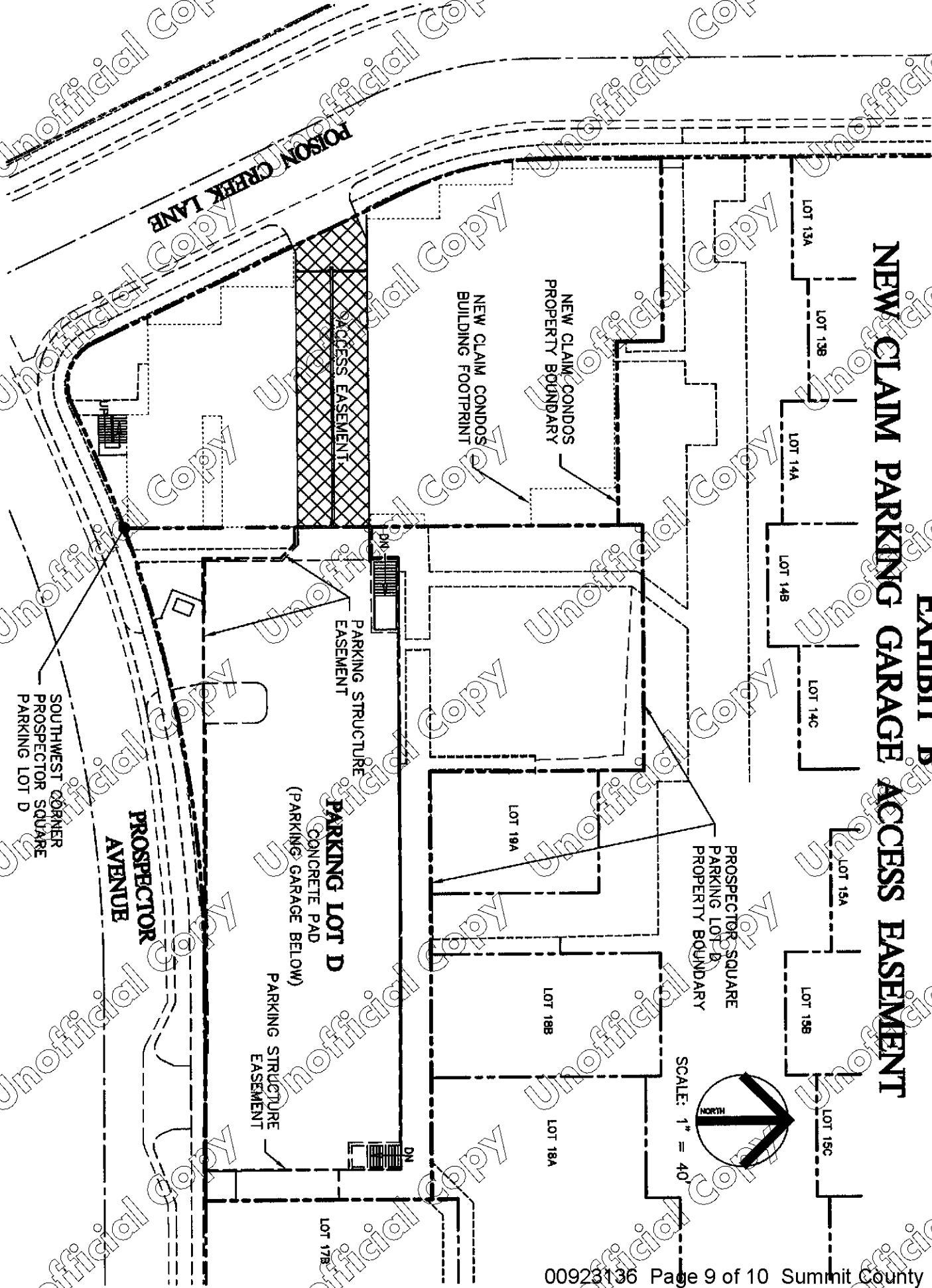
Beginning at a point North a distance of 80.14 feet and South 89°55'07" West a distance of 83.65 feet from the Southwest corner of said Parking Lot D; said point also being on the face of a structural wall where the back of a garage door meets said wall; and running thence along the back of said garage door South 00°04'53" East a distance of 11.34 feet to the face of a structural wall separating the entrance to and exit from said underground parking structure; thence South 89°55'07" West along said wall a distance of 0.33 feet to the face of said garage door; thence North 00°04'53" West along the face of said garage door a distance of 11.34 feet to the face of a structural wall; thence North 89°55'07" East along said wall a distance of 0.33 feet to the point of beginning.

# EXHIBIT A NEW CLAIM PARKING GARAGE ACCESS EASEMENT





# EXHIBIT B NEW CLAIM PARKING GARAGE ACCESS EASEMENT



**Exhibit "1"**

Units 101; 102S thru 115S, inclusive; 201S thru 215S, inclusive; and 301S thru 311S, inclusive; 312; 313S thru 314S, inclusive; 315; 401; 402S thru 403S, inclusive; 404; 405S thru 408S, inclusive; 409; and 410S thru 415S, inclusive, contained within the NEW CLAIM CONDOMINIUM, a Utah condominium project, according to the official plat thereof, as recorded in the office of the Summit County Recorder.

Parcel Identification Nos:	101: NC-101	201S: NC-201
	102S: NC-102	202S: NC-202
	103S: NC-103	203S: NC-203
	104S: NC-104	204S: NC-204
	105S: NC-105	205S: NC-205
	106S: NC-106	206S: NC-206
	107S: NC-107	207S: NC-207
	108S: NC-108	208S: NC-208
	109S: NC-109	209S: NC-209
	110S: NC-110	210S: NC-210
	111S: NC-111	211S: NC-211
	112S: NC-112	212S: NC-212
	113S: NC-113	213S: NC-213
	114S: NC-114	214S: NC-214
	115S: NC-115	215S: NC-215
	301S: NC-301	401: NC-401
	302S: NC-302	402S: NC-402
	303S: NC-303	403S: NC-403
	304S: NC-304	404: NC-404
	305S: NC-305	405S: NC-405
	306S: NC-306	406S: NC-406
	307S: NC-307	407S: NC-407
	308S: NC-308	408S: NC-408
	309S: NC-309	409: NC-409
	310S: NC-310	410S: NC-410
	311S: NC-311	411S: NC-411
	312: NC-312	412S: NC-412
	313S: NC-313	413S: NC-413
	314S: NC-314	414S: NC-414
	315: NC-315	415S: NC-415