PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 21, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its special City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Tuesday, January 21, 2020.

SPECIAL MEETING - 11:30 a.m.

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Request for Approval of LATE Type 2 Convention Sales Licenses for Businesses Operating During the 2020 Sundance Film Festival
   (A) Public Input (B) Action
   CSL Staff Report
   Exhibit A: LATE CSL List

2. Consideration to Approve the Amendments to the 2020 Sundance Supplemental Plan and Level 5 Permit, in a Form Approved by the City Attorney
   (A) Public Input (B) Action
   Sundance 2020 Supplemental Plan Amendment Staff Report
   Exhibit A: Operational Plans for Dell Technologies High West Nelson Cottage
   Exhibit B: Updated Sundance 2020 Official Venue and Sponsor List

IV. ADJOURNMENT

V. PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Authorize Matt Dias, Executive Director of the Lower Park Redevelopment Agency, to Grant Façade Easements on Properties Located at 1333 & 1353 Park Avenue

(A) Public Input (B) Action
Facade Easement Staff Report
Exhibit A: Facade Easement for 1333 Park Avenue
Exhibit B: Facade Easement for 1353 Park Avenue

IV. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: January 21, 2020
Submitted by: Beth Bynan
Submitting Department: Finance & Accounting
Item Type: Staff Report
Agenda Section:

Subject:
Request for Approval of LATE Type 2 Convention Sales Licenses for Businesses Operating During the 2020 Sundance Film Festival
(A) Public Input (B) Action

Suggested Action:

Attachments:
CSL Staff Report

Exhibit A: LATE CSL List

City Council
Staff Report

Subject: Council Approval of Type 2 Convention Sales Licenses
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: January 21, 2020
Type of Item: Consent

Recommendation

Staff is presenting for Council approval the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation during the 2020 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

Council has elected to hold a Special Meeting to hear and potentially approve the late applications listed in Exhibit A. While the applications were received after the posted deadline of January 10, 2020, all listed applicants have submitted complete applications and paid the applicable license fees. Staff is requesting approval of the applications for Convention Sales Licenses during the 2020 Sundance Film Festival (Festival). Approving the late applications allows staff to properly regulate these events in the interest of public safety.

Background

The Sundance Film Festival attracts an increasing number of unaffiliated businesses which temporarily engage in business within the Park City (City) limits. The increase in the number of temporary business activations has created health, safety and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety and emergency services.

The numbers of various unaffiliated license applications inundates the Finance Department well as the Building and Planning Departments in the final days just before the Festival starts. Many of the late applications received are "tag-on" or additional CSLs that are being included in events that have already been inspected and approved by multiple departments, including City Council approval. While late applications create adverse impacts on staff, requiring the necessary documents such as DOL (design occupant load) and inspections allows staff the ability to know where each applicant will activate, which can become critical in emergency situations.

The Municipal Code for Type 2 CSL's allows the City to address issues related to adverse impacts or carrying capacity issues related to the licensed activity and volume. It also allows service departments, event staff and public safety to obtain a more adequate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments. Staff has reviewed the applications for accuracy and completeness. Staff recommends that Council reviews and approves the applicants listed in Exhibit A.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve the Type 2 CSL applications listed in Exhibit A subject to passing the FIPA.

   Pros

   a. The applicants will be able to operate legally during the Festival they will be properly licensed and regulated with loading permits, fire permits, or other important permitting necessary to keep the public safe.

   Cons

   a. There are no anticipated negative impacts associated with approving the locations on Exhibit A.

2. **Null Alternative**: If Council does nothing and does not grant approval, the applicants will not be permitted to legally operate at the specified host locations. This could create negative impacts on Code Enforcement if illegal/unlicensed events take place without proper licensing.

   Pros: There are no perceived positive impacts from doing nothing.
   Cons: The applicants will not be able to operate during the 2020 Festival.

Attachments

Exhibit A - List of Locations-CSL

CSL

	Applicant Name	Location Address	Regular Tenant	Storefront
	To Be Approved			
1	Visit Syracuse Film Office **LATE**	408 Main Street	Old Town Cellars	Y
2	Gateway Foundation Corporation **LATE**	427 Main Street	Park City Live	N
3	Fourth Dimension **LATE**	427 Main Street	Park City Live	N
4	Stella Artois **LATE**	314 Main Street	David Beavis Gallery	Y
5	Future Party **LATE**	427 Main Street	The Cabin	Y
6	LaCroix **LATE**	427 Main Street	The Cabin	Y
7	Trevor Project **LATE**	427 Main Street	The Cabin	Y
8	JED Foundation **LATE**	427 Main Street	The Cabin	Y
9	GT's Kombucha **LATE**	427 Main Street	The Cabin	Y
10	Liquid Death **LATE**	427 Main Street	The Cabin	Y
11	Kicking Horse Coffee **LATE**	427 Main Street	The Cabin	Y
12	Relix Magazine/Backline **LATE**	427 Main Street	The Cabin	Y
	Previously Approved			
1	Slamdance	255 Main Street D & E	Eagle Nails on Main/TMI	N
2	Curated by Media	710 Main	Baan Thai/Bodega	Y
3	ACLU	625 Main Street	Sotheby's	Y
4	HBO	306 Main Street	Firewood	Y
5	MACRO	625 Main Street	The Downstairs	N
6	MACRO	625 Main Street	Terzian Gallery	Y
7	Carl Zeiss SBE, LLC	625 Main Street	The Downstairs	N
8	Apple/NVE	657 Park Ave	Big Moose Yacht Club	N
9	Screenvision Media	314 Main Street	David Beavis Gallery	Y
10	Female Quotient	314 Main Street	David Beavis Gallery	Y
11	NYU Tisch	317 Main Street	Eating Establishment	Y
12	Precious Entertainment/Music Lodge	780 Main Street	Marriott	N
13	Precious Entertainment/Music Lodge	710 Main Street	Motherlode	N
14	Durkin Entertainment/Ecoluxe ABC 4 Lounge	255 Main Street	Tekila Mexican Grill	N
15	New York Magazine/ The Vulture Spot	591 Main Street	Lund's Fine Art	Y
16	Rand Luxury	2300 Deer Valley Drive	St. Regis	N
17	My Mochi Ice Cream	2300 Deer Valley Drive	St. Regis	N
18	Vizio	2300 Deer Valley Drive	St. Regis	N
19	General Cigar Company	2300 Deer Valley Drive	St. Regis	N
20	Silvercar/Audi	2300 Deer Valley Drive	St. Regis	N
21	Project Green	580 Main Street	Willie Holdman Gallery	Y
22	Big Island Coffee Roasters	580 Main Street	Willie Holdman Gallery	Y
23	Cedar Band Corporation/CBC BevCo	580 Main Street	Willie Holdman Gallery	Y
24	JC Jewelers	580 Main Street	Willie Holdman Gallery	Y
25	NFP	580 Main Street	Willie Holdman Gallery	Y
26	Atlanta Specialty Woods	580 Main Street	Willie Holdman Gallery	Y
27	Macro Media	306 Main Street	Firewood	Y
28	TNT	306 Main Street	Firewood	Y
29	TBS	306 Main Street	Firewood	Y
30	HBO Docs	306 Main Street	Firewood	Y
31	Anomali	2300 Deer Valley Drive	St. Regis	N
32	Wellhaus	408 Main Street	Old Town Cellars	Y
33	Between Wars LLC	710 Main Street	Motherlode	N

34	Legacy League	710 Main Street	Motherlode	N
35	Alliance for Women Film Composers	710 Main Street	Motherlode	N
36	Heineken USA	710 Main Street	Motherlode	N
37	Machone/Dragon Eyewear	710 Main Street	Motherlode	N
38	Wavelength Productions	710 Main Street	Motherlode	N
39	WeRehearse/WeAudition	710 Main Street	Motherlode	N
40	CIAK International	710 Main Street	Motherlode	N
41	Mammonth Lakes Foundation	710 Main Street	Motherlode	N
42	State of Montana	710 Main Street	Motherlode	N
43	Montana Film Office	710 Main Street	Motherlode	N
44	Boise Film Foundation	710 Main Street	Motherlode	N
45	Idaho Horror Film Festival	710 Main Street	Motherlode	N
46	CNN	255 Main Street	Tekila Mexican Grill	N
47	Lehi Roller Mills	255 Main Street	Tekila Mexican Grill	N
48	The Walt Disney Company	738 Main Street	Paint Mixer	N
49	IndieWire Studio	625 Main Street	Sotheby's	Y
50	Fox Searchlight	675 Main Street		
51	Sundance Fashion Week	427 Main Street	PC Live	N
52	Drip Hydration/BW Medical	255 Main Street	Tekila Mexican Grill	N
53	Erba Verde	408 Main Street	Old Town Cellars	Y
54	Sizzlefactor/Bricstore.com	408 Main Street	Old Town Cellars	Y
55	Music Cares	710 Main Street	Motherlode	N
56	Free A Girl USA	710 Main Street	Motherlode	N
57	K & K Skin Care	255 Main Street	Tekila Mexican Grill	N
58	Tao	1251 Kearns	The Yard	N
59	Stella Artois	1251 Kearns	The Yard	N
60	Casamigos Spirits	1251 Kearns	The Yard	N
61	Chateau D'Escians/Whispering Angel	1251 Kearns	The Yard	N
62	NRDC	825 Main Street A-1		N
63	NRDC	825 Main Street A-2	-	N
64	Legion M	322 Main Street	Red Banjo	Y
65	*Pizza Hut/RQ Media **CCB***	322 Main Street	Red Banjo	Y
66	Getty Studio	322 Main Street	Red Banjo	Y
67	*Peet's Coffee **CCB***	591 Main Street	Lund's Fine Art	Y
68	Fever Tree USA	305 Main Street	Meyer Gallery	Y
69	Impossible Foods	305 Main Street	Meyer Gallery	Y
70	The Kroger Co.	427 Main Street	Chefdance	N
71	HP, Inc.	427 Main Street	Chefdance	N
72	Postmates, Inc.	427 Main Street	Chefdance	N
73	Mastercard International	427 Main Street	Chefdance	N
74	Nestle Coffee/Chameleon Cold Brew	427 Main Street	Chefdance	N
75	Planned Parenthood	427 Main Street	Chefdance	N
76	Instant Karma Lounge	427 Main Street	The Cabin	Y
77	Carlson Distributing/White Claw	427 Main Street	The Cabin	Y
78	Los Angeles Chargers	710 Main Street	Motherlode	N
79	Baynes & Baker	710 Main Street	Motherlode	N
80	NRDC	825 Main Street A-2	NRDC	N
81	NRDC	825 Main Street A-1	NRDC	N
82	Latin X	136 Heber Ave	Dressed Design	N
83	WME	350 Main Street	350 Main	Y
84	CNN	562 Main Street	Fletcher's	Y

85	HBO	268 Main Steet	OP Rockwell	
86	NY Mag	268 Main Steet	OP Rockwell	
87	JJ-LA	675 Main Street	Culinary Crafts	Y
88	Straver Studios	804 Main Street	Buona Vita	N
89	HBO	804 Main Street	Buona Vita	N
90	Wanae USA	255 Main Street	Tekila Mexican Grill	N
91	Mark Anthony Brands/White Claw	314 Main Street	David Beavis Gallery	N
92	Visionary Group	314 Main Street	David Beavis Gallery	N
93	A-List Communications	890 Main Street	The Mustang	N
94	Kia Motors America	890 Main Street	The Mustang	N
95	Molson Coors Brewing Company/Peroni	890 Main Street	The Mustang	N
96	Collider Inc.	890 Main Street	The Mustang	N
97	Phillips PR/Mou Footwear	890 Main Street	The Mustang	N
98	PhillipsPR/Ic! Berlin	890 Main Street	The Mustang	N
99	The Creative Coalition	890 Main Street	The Mustang	N
100	Marbl Toronto Ltd	890 Main Street	The Mustang	N
101	William Grant & Sons USA	890 Main Street	The Mustang	N
102	The Blackhouse Foundation	804 Main Street	Trove Gallery	N
103	Facebook	801 Main Street	Trove Gallery	N
104	The Blackhouse Foundation	804 Main Street	Buona Vita	N
105	Facebook	804 Main Street	Buona Vita	N
106	Live Ultimate LLC	408 Main Street	Old Town Cellars	Y
107	Barry's Bootcamp	2079 Sidewinder	PC Museum	N
108	Live Bold, LLC	710 Main Street	Motherlode	N

Council Agenda Item Report

Meeting Date: January 21, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve the Amendments to the 2020 Sundance Supplemental Plan and Level 5 Permit, in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:
Sundance 2020 Supplemental Plan Amendment Staff Report

Exhibit A: Operational Plans for Dell Technologies High West Nelson Cottage

Exhibit B: Updated Sundance 2020 Official Venue and Sponsor List

City Council Staff Report

Subject: Amendments to 2020 Sundance Film Festival Supplemental Plan
Author: Jenny Diersen, Special Event & Economic Development Project Manager
Department: Special Events & Economic Development
Date: January 21, 2020
Type of Item: Special Event Level 5 Permit- Supplemental Plan Amendment

Recommendation

Hold a public hearing, and approve amendments to the 2020 Sundance Supplemental Plan and Level 5 Permit, in a form approved by the City Attorney, and contingent upon administrative approval of a final operations plan, including:

1. Addition of Dell Sustainability Technologies Art Display located in exterior 'nook' of the Park City Museum (528 Main Street); and
2. Addition of High West Nelson Cottage (651 Park Avenue) as an Official Sponsor Venue, including addition of an exterior tent.

Analysis

On December 19, 2019, Council approved the 2020 Sundance Film Festival Supplemental Plan, which is the Festival's operational plan. On January 17, Sundance Institute requested to amend the Supplemental Plan to add:

1. Dell Temporary Art Display in exterior "nook" of the Park City Museum located at 528 Main Street.
   a. The Historic Society requests to sublease a portion of the exterior of the Museum building to Dell, an official Sundance Sponsor. Dell requests to display a Sustainable Technologies Art Display (Ex A). According to the Park City Historical Society Lease Agreement between the City and Historic Society, the lease includes all of Lot 1, not just the interior of the building. The Use Area is on an exterior area of the building not within the Right of Way. Staff and Sundance Institute are supportive. Contingent on Council's approval, a lease between the Historic Society and Dell should be established with final operational details approved by the Chief Building Official.
2. High West Nelson Cottage at 651 Park Avenue, including exterior tent as an Official Sponsor Venue.
   a. High West's building at 703 Park Avenue was included in the Supplemental Plan approved on December 19. Sundance Institute further requests to add the Nelson Cottage at 651 Park Avenue, also property of High West. This includes adding a 10' x 20' tent to the exterior to increase occupancy of the space (Ex A).

Findings of the Fact:

Section 1.2 of the Sundance City Services Agreement identifies implementation and operations of the Festival to be the same the previous year unless the Supplemental plan is specifically amended. The 2020 Festival Supplemental Plan will be amended to:

1. Addition of Dell Sustainability Technologies Art Display located in exterior 'nook' of the Park City Museum (528 Main Street); and
2. Addition of High West Nelson Cottage (651 Park Avenue) as an Official Sponsor Venue, including addition of an exterior tent.
3. The Chief Building Official, City Engineer, Chief of Police and Transportation Manager have made findings that the temporary structures and activations do not

impact health, safety and welfare including specific consideration for residential impacts, pedestrian and traffic circulation.

Conclusions of the Law:

1. As conditioned the Supplemental Plan is consistent with section 1.2 of the City Services Agreement with Sundance Institute.
2. Findings are consistent with the requirements of the Park City Municipal Code, Title 4A.

Conditions of Approval

1. The Chief Building Official, City Engineer, Chief of Police and Transportation Manager may impose restrictions on load-in/out times for the installation due to pedestrian, traffic or residential impacts.
2. Dell and the Museum are required to enter into an agreement with the Historic Society for the use area. In addition the applicant shall submit required drawings and operational plans no later than Tuesday, January 21, 2020 at 5:00 p.m. for review of the Building Department for permitting.
3. The Applicant for High West shall submit required drawings and operational plan for permitting no later than Tuesday, January 21, 2020 at 5 p.m.

Funding

Permit fees are waived pursuant to the City Services Agreement. No funding required.

Attachments

Exhibit A: Operational Plans for Dell Technologies & High West Nelson Cottage
Exhibit B: Updated Sundance Official Venue and Sponsor List

Dell Technologies Proposal

DELL Technologies | SUNDANCE FILM FESTIVAL 2020

Sustainability Totes

Request for Temporary Art Installation

January 17, 2020

Sustainability Totes

Request for Temporary Art Installation at Historic Park City Museum

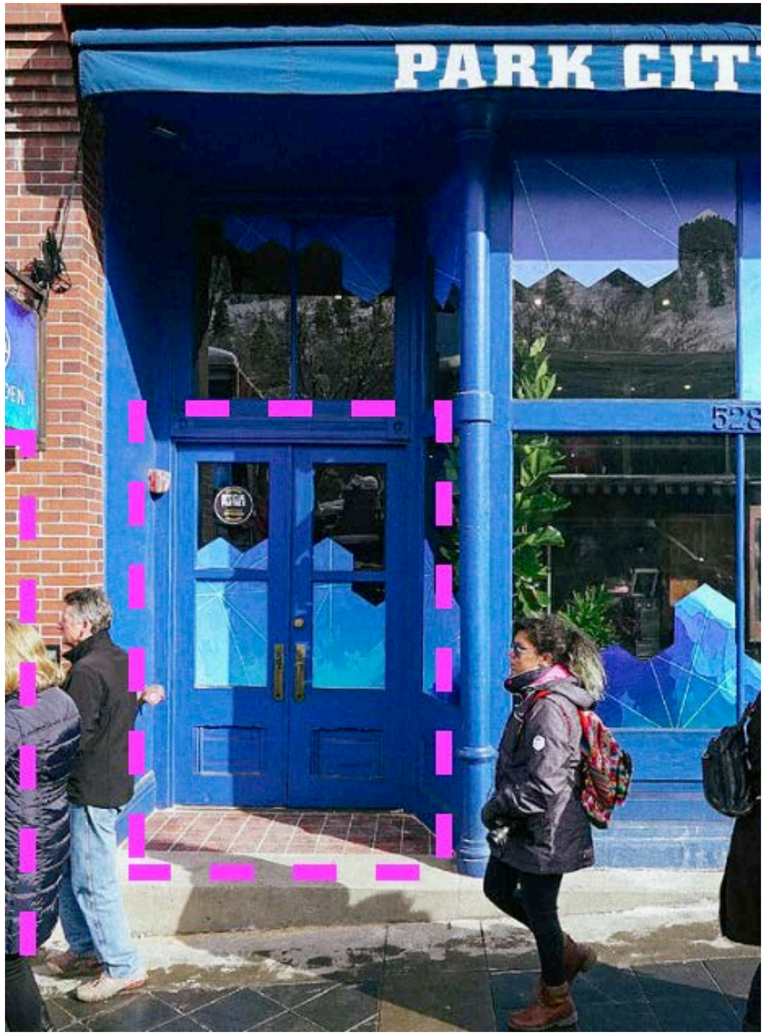
Sustainability Tote | Proposed Information

Transportation Tote Display

Park City Museum

528 Main St, Park City, UT 84060

- •Dimensions 42"w X 48"d X 82.9"h
- •Weight: 500 LBS.
- •Dates Set Up Delivery on Thursday January 23rd and Removal Monday, January 27th .
- •How will be attached to building: We are not currently intending to attached the Transportation tote to building. If required we would recommend using a cable and attaching to door handles and the base of the tote.
- •Weather plan: Close and Lock Door
- •On Site Staff: When Tote is open.   10am to 9pm
- •Close and Locked at Night
- •Onsite contact: Tamara Visser 707-400-4421

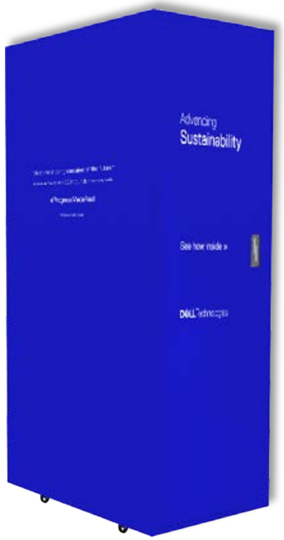


DELL Technologies

Sustainability Tote | Design

- As the Sundance Film Festival Official Technology Partner and an Official Sustainably Partner for 2020, we would love to share a bit more on our art installation project.
- Our art installation is inspired by Dell Technologies' latest server shipment method which saves 520lbs of packaging with each use. Our art piece is a replica that shares Dell Technologies' sustainability goals for 2030.
- Dell Technologies creates products that advance sustainability with a closed loop economy. Many of their products include recycled plastics. See below for the proposed "locker" that shows how Dell created a product line using ocean plastics in a beautiful, artful way.

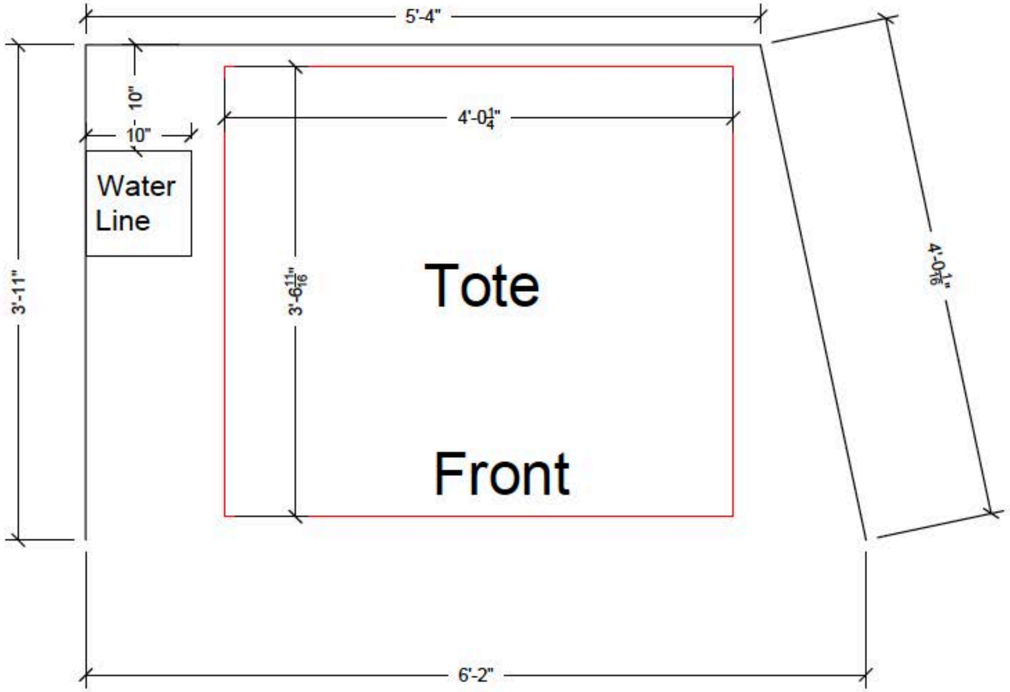
Interior Design



Exterior Design

Sustainability Tote | Proposed Placement

Depth of Nook



Nook Opening

Street

Overhead View

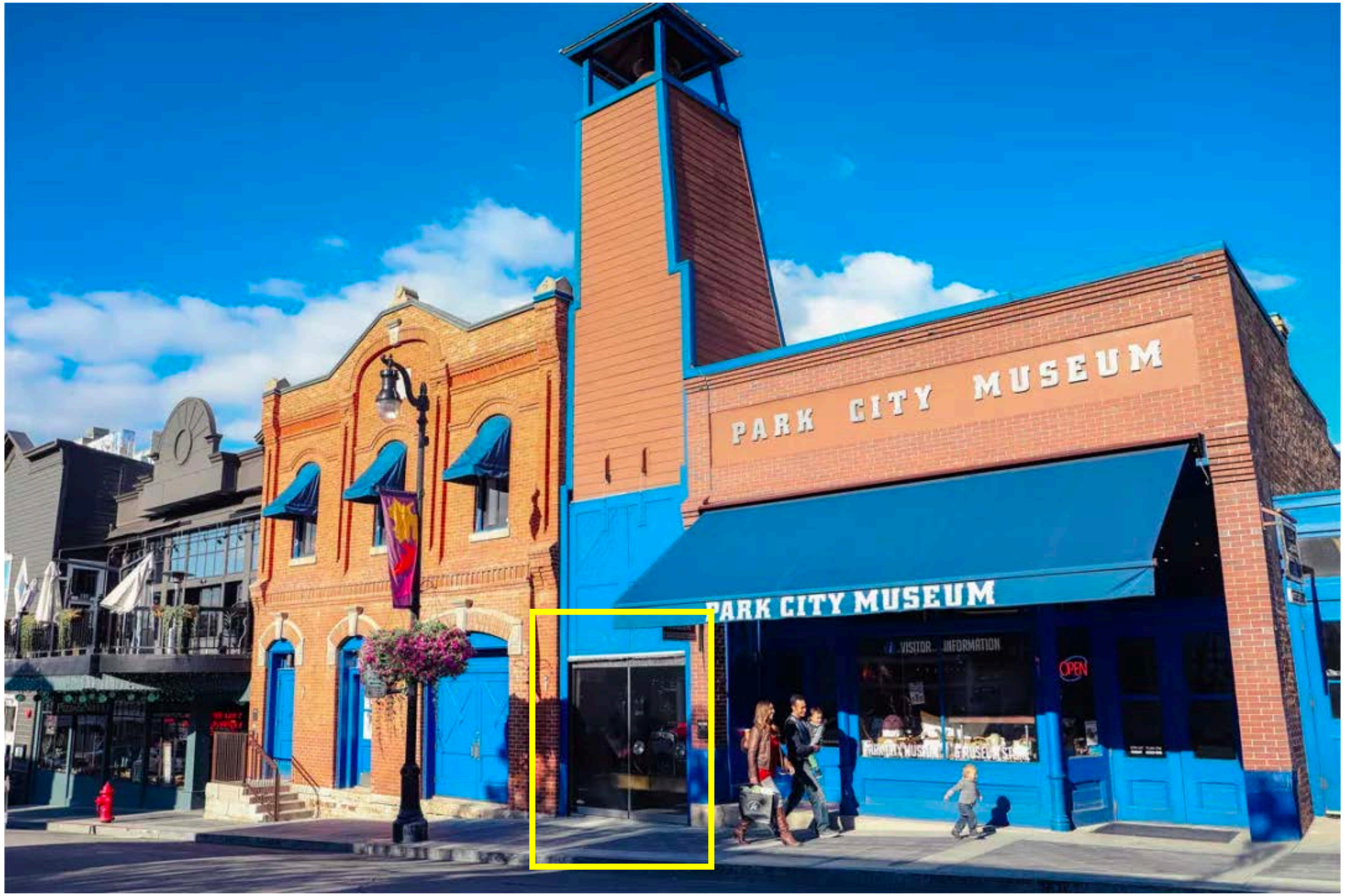
Pink Box Highlights the Nook

This cardboard represents the size of the Sustainability Tote

DELL Technologies

Historic Park City Museum | The Nook

The Nook, Highlighted in Yellow



Thank you

Dell Technologies

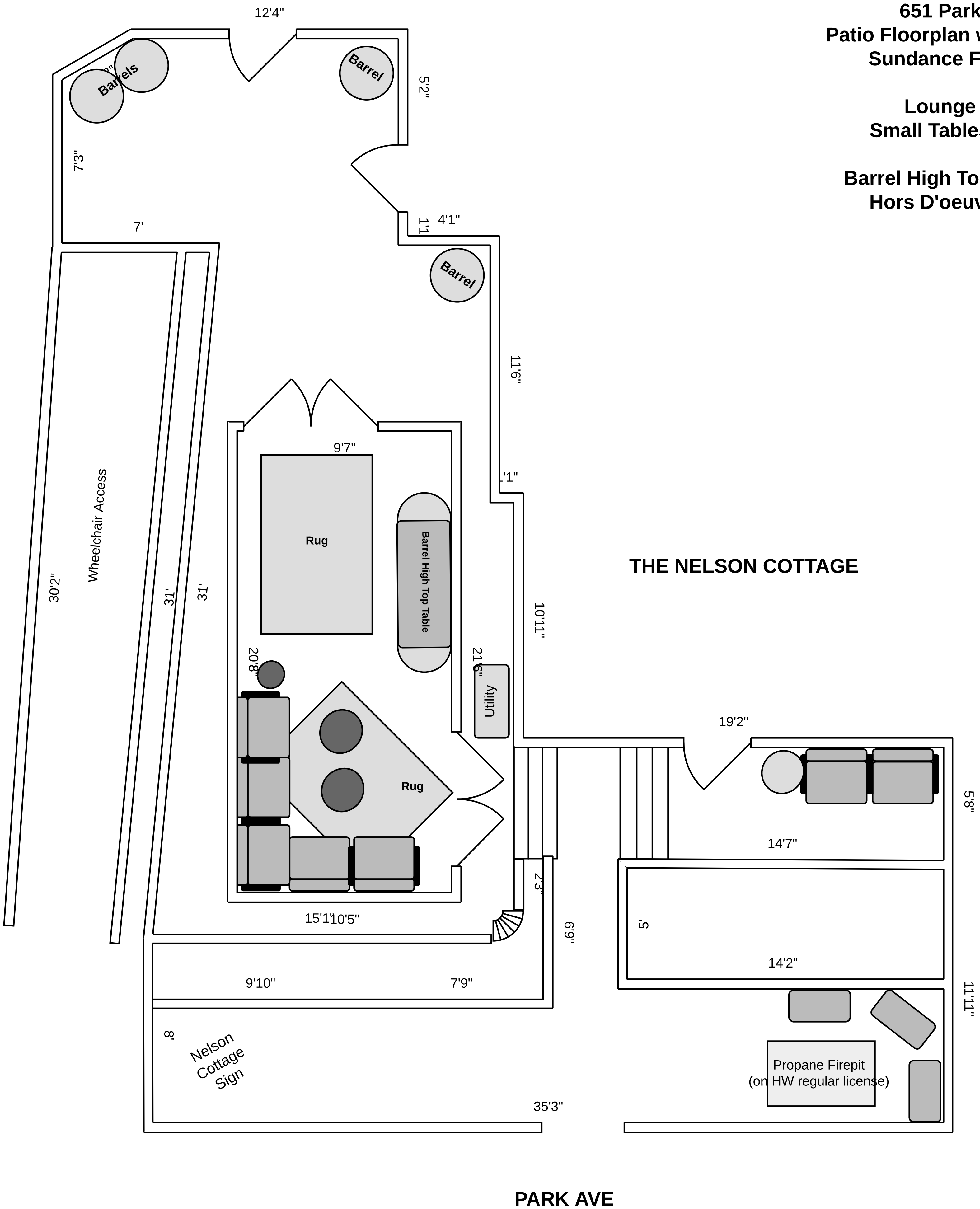
High West Nelson Cottage Exterior Diagram

THE NELSON COTTAGE

651 Park Avenue
Patio Floorplan with 10'x20' Tent
Sundance Film Festival

Lounge Seating
Small Tables/Ottomans

Barrel High Top Table set for
Hors D'oeuvres Station



SUNDANCE INSTITUTE PRESENTS
SUNDANCE FILM FESTIVAL 2020

Sponsor Venues - Under Master Festival License

As of 1.18.2020

Sponsor/Group	Venue Address
Presenting	
Acura Festival Village	480 Swede Alley
SundanceTV HQ	268 Main St.
Chase Sapphire® on Main	573 Main St.
WarnerMedia Lodge: Elevating Storytelling with **AT&T**	660 Main St.
Lateral at **WarnerMedia** Lodge	675 Main St.
Leadership	
The IndieWire Studio Presented by **Dropbox**	625 Main St.
Netflix	890 Main St., Suite 5101
Netflix	301 Main St.
WarnerMedia Lodge: Elevating Storytelling with AT&T	660 Main St.
Sustaining	
Audible Speakeasy	692 Main St.
Canada Goose Basecamp	558 Main St.
Canon Creative Studio	592 Main St.
Dell Sustainability Display	528 Main St.
Fire TV	591 Main St.
High West Distillery	703 & 651 Park Ave.
The **IMDb** Studio at Acura Festival Village	480 Swede Alley
Lyft Lounge	305 Main St.
Media Sponsors	
The **IndieWire** Studio Presented by Dropbox	625 Main St.
Los Angeles Times Studio Presented By Chase Sapphire®	580 Main St.
Variety Photo and Video Studio (and DIRECTV/AT&T)	660 Main St.
Festival Co-op	
University of Utah Health - Sustaining Sponsor	608 Main St.
Sundance Institute Membership and Co//ab	608 Main St.
State of Utah - Festival Host State	608 Main St.

Council Agenda Item Report

Meeting Date: January 21, 2020
Submitted by: Jason Glidden
Submitting Department: Community Development
Item Type: RDA
Agenda Section:

Subject:
Consideration to Authorize Matt Dias, Executive Director of the Lower Park Redevelopment Agency, to Grant Façade Easements on Properties Located at 1333 & 1353 Park Avenue
(A) Public Input (B) Action

Suggested Action:

Attachments:
Facade Easement Staff Report

Exhibit A: Facade Easement for 1333 Park Avenue

Exhibit B: Facade Easement for 1353 Park Avenue

RDA Staff Report

Subject: Façade Easement 1333 & 1353 Park Avenue
Author: Jason Glidden & Caitlyn Barhorst
Department: Community Development & Planning Department
Date: January 21, 2020
Type of Item: Administrative

The Woodside Park Phase 1 Affordable Housing project included a full renovation of two historic homes located at 1333 & 1353 Park Avenue. In an effort to protect the homes in perpetuity, façade easements are recommended. The easements will provide the highest level of historic protections and commitment, and restrict any future alterations to the current structure that would reduce their historic character.

Recommendation

The RDA Board of Directors should authority to Matt Dias, Executive Director of the Lower Park RDA, to provide a historic façade easement on 1333 & 1353 Park Avenue homes.

Background

The façade easement is a common tool used to protect the historic character of a building or home. The proposed easement is held by the City (Grantee), but needs to be agreed upon by the current owner of the property (Grantor). In this case, the units are owned by the Lower Park Redevelopment Agency. In order to execute this agreement, the RDA needs to authorize the executive director to sign the agreement with the City.

The easement requires the Grantor to maintain the Façade in a good and sound state of repair, and maintain the structural soundness and safety of the unit. It also includes protections that the Grantor shall not do anything of the following without written permission of Grantee.

- Demolish, remove, or raze the Façades
- Increase or decrease the height of the Façades.
- Adversely affect the structural soundness of the Façades.
- Make any changes in the Façades including alteration, partial removal, construction, remodeling, or other physical or structural change, including any change in surfacing, with respect to the appearance or construction of the Façades, with the exception of the ordinary maintenance pursuant to Paragraph 2(c) below.
- Erect anything on the Premises or the Buildings which prohibits the Façades from being visible from the street level, except for a temporary structure during any period of approved alteration or restoration.
- Permit any significant reconstruction, repair, or refinishing of the Façades that alters its state from the existing condition. This subsection (v) shall not include ordinary maintenance pursuant to Paragraph 2(c) below.
- Erect, construct, or move anything on the Premises that would interfere with a view of the Façades or be incompatible with the historic or architectural character of the Façades.

- Erect or place on the Premises any Buildings or structures, including satellite receiving dishes, camping accommodations, or mobile homes, not presently on the Premises, except for temporary structures required for the, construction, repair, maintenance, or rehabilitation of the property, such as construction trailers.
- Display or place on the Premises any signs, billboards, awnings, or advertisements, without the written permission of the Planning director.

If at any time the terms of the agreement are violated, the Grantee will issue notice of violation to the Grantor. The Grantor will be given a timeframe to correct the violation. If the Grantor does not meet the given timeline and the violation remains outstanding, the Grantee has options to remedy the violation, including:

- Pursue further legal action including a suit against the Grantor; and
- Enter upon the Premises, correct any violation, and hold Grantor and its successors and assigns responsible for the cost for correct any violations.

Funding

The City (Grantee) will pay a sum of ten ($10) dollars to the RDA (Grantor).

Attachments

A Draft Façade Easement – 1333 Park Avenue
B Draft Façade Easement – 1353 Park Avenue

When recorded return to:

Park City Recorder
P.O. Box 1480
Park City, UT 84060

HISTORIC PRESERVATION EASEMENT

1333 Park Avenue

THIS PRESERVATION EASEMENT, is made this ______ day of ___________ 2020, by and between Park City Redevelopment Agency ("Grantor") and Park City Municipal Corporation ("Grantee"), a municipal corporation of Utah.

RECITALS

WHEREAS, Grantee is organized as a governmental unit under the laws of the State of Utah and is a qualifying recipient of qualified conservation contributions under Section 170(h) of the Internal Revenue Code of 1986 as amended (hereinafter "IRC");

WHEREAS, Grantee is authorized to accept historic preservation easements to protect property that is significant in Utah history and culture under the provisions the Utah Historical Preservation Act (hereinafter "the Act"), in Part 5 of Chapter 8 of Title 9 of Utah Code Annotated;

WHEREAS, Grantor is owner in fee simple of certain real property in Summit County, Utah, more particularly described as:

Unit 1, WOODSIDE PARK SUBDIVISION - PHASE I CONDOMINIUMS, a Utah Condominium Project, together with its appurtenant undivided ownership in and to the Common Areas and Facilities, as established and described in the Record of Survey Map recorded ___________ as Entry No. ___________ and in the Declaration of Covenants, Conditions & Restrictions for Woodside Park Phase I, recorded ___________as Entry No. ___________ in Book ___________ at page ___________, records of Summit County, Utah.

WP-____

and commonly known as 1333 Park Avenue (hereinafter "the Premises"), on which is located a historic house (hereinafter "the Buildings");

WHEREAS, the Buildings are historic structures as defined in section 15-11 of the Park City Land Management Code;

WHEREAS, Grantor and Grantee recognize the historical, cultural, and aesthetic value and significance of the Buildings, and have the common purpose of conserving and preserving the aforesaid value and significance of the Buildings;

WHEREAS, the Buildings' façades, more particularly described below, contribute to the historical and architectural value of the Premises;

WHEREAS, the grant of a historic preservation easement on the Buildings' façades, more particularly described below, will assist in preserving and maintaining the Buildings and their architectural, historical, and cultural features;

WHEREAS, preserving and maintaining the Buildings' architectural, historical, and cultural features will assist in preserving and maintaining its value and significance; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, an historic preservation easement in gross and in perpetuity on the Buildings' façades pursuant to the Utah Historical Preservation Act.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee a limited preservation easement in perpetuity, which easement is more particularly described below (hereinafter "the Easement"), in and to the Buildings' façades, as that word is defined in section 15-15 of the Park City Land Management Code and more particularly described as:

> The exterior walls, elevations, roof lines, Buildings materials, fenestration, windows, entryways, doors, porch and roof of the Buildings, including all elevations that are to any extent visible from any public right-of-way.

The Easement, to be of the nature and character further expressed in the Easement Agreement below, shall constitute a binding servitude upon said Premises of Grantor, and to that end Grantor covenants on behalf of itself and its successors and assigns, with Grantee and its successors and assigns, such covenants being deemed to run as a binding servitude with the land, to do upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Buildings and surrounding land area, and which help maintain and assure the present and future historic integrity of the Buildings.

EASEMENT AGREEMENT

1. Description of Façades. In order to make more certain the full extent of Grantor's obligations and the restrictions on the façades of the Buildings, and in order to document the external nature of the façades as of the date hereof, attached hereto as Exhibit A and incorporated herein by this reference is a set of photographs depicting the exterior surfaces of the façades. Also attached hereto as Exhibit B is an affidavit specifying certain technical and location information relative to said photographs satisfactory to Grantee. It is stipulated by and between Grantor and Grantee that the external nature of the façades as shown in Exhibit A is deemed to be the external nature of the façades as of the date hereof and as of the date this instrument is first recorded in the land records of Summit County, Utah. The external surfaces of the Buildings as shown in Exhibit A is hereinafter referred to as "the Façades."

2. Grantor's Covenants. In furtherance of the Easement herein granted, Grantor undertakes of itself to do (and to refrain from doing, as the case may be) upon the Premises each of the following covenants, which contribute to the public purpose of significantly protecting and preserving the Façades:

a) Grantor shall not demolish, remove, or raze the Façades without the prior express written permission of Grantee, and except as provided in Paragraphs 6 and 7.

b) Grantor shall not undertake any of the following actions without the prior express written permission of Grantee, signed by a duly authorized representative thereof:

    i) Increase or decrease the height of the Façades.

    ii) Adversely affect the structural soundness of the Façades.

    iii) Make any changes in the Façades including alteration, partial removal, construction, remodeling, or other physical or structural change, including any change in surfacing, with respect to the appearance or construction of the Façades, with the exception of the ordinary maintenance pursuant to Paragraph 2(c) below.

    iv) Erect anything on the Premises or the Buildings which prohibits the Façades from being visible from the street level, except for a temporary structure during any period of approved alteration or restoration.

    v) Permit any significant reconstruction, repair, or refinishing of the Façades that alters its state from the existing condition. This subsection (v) shall not include ordinary maintenance pursuant to Paragraph 2(c) below.

    vi) Erect, construct, or move anything on the Premises that would interfere with a view of the Façades or be incompatible with the historic or architectural character of the Façades.

c) Grantor shall at all times maintain the Façades in a good and sound state of repair and maintain the structural soundness and safety of the Buildings. Except as provided in the casualty provisions of Paragraphs 5 and 7, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction whenever necessary to have the external nature of the Buildings at all times appear to be and actually be the same as the Façades.

d) Grantor shall not erect or place on the Premises any Buildings or structures, including satellite receiving dishes, camping accommodations, or mobile homes, not presently on the Premises, except for temporary structures required for the, construction, repair, maintenance, or rehabilitation of the property, such as construction trailers.

e) Grantor shall not display or place on the Premises any signs, billboards, awnings, or advertisements, except for those items currently existing in place at the time of this Agreement as depicted in Exhibit A; provided, however, that Grantor may with prior written approval from the Planning Director erect such signs or awnings as are compatible with the historic preservation purposes of this Easement and appropriate to identify the Premises and Buildings and any activities or businesses on the Premises or in the Buildings. Such approval from Grantee shall not be unreasonably withheld.

f) Grantor shall not make on the Premises any topographical changes, including but not limited to excavation. Notwithstanding the foregoing, Grantor may, with the prior written approval from and in the sole discretion of Grantee, make such additional topographical changes as are consistent with and reasonably necessary to promote the historic preservation purposes of this Easement or the reasonable use and enjoyment of the Premises.

g) Grantor shall not allow or cause on the Premises any dumping of ashes, trash, rubbish, or any other unsightly or offensive materials.

h) Grantor shall not allow or cause the Premises to be further subdivided without prior written permission of Grantee, nor shall the Grantor allow or cause the Premises to be devised or conveyed except as a unit; provided, however, that Grantor shall be permitted to convert the Buildings into cooperatives or condominiums and to convey interests in the resulting cooperatives or condominium units, in which event Grantor shall form or cause to be formed in connection with such conveyance a single entity for the purposes of performing all obligations of Grantor and its successors under this Easement.

i) Grantor shall not obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any Buildings, structure, or improvements of the Premises that are currently viewable from adjacent, publicly accessible areas such as public streets or walkways.

j) Grantor shall permit Grantee's representatives to inspect at all reasonable times the Premises, including the Façades and the Buildings, provided that reasonable advance notice is given to Grantor. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Buildings to ensure maintenance of structural soundness and safety; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually, and may involve reasonable testing of interior structural condition. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee.

k) Grantor shall deliver to Grantee copies of any notice, demand, or letter of violation received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon Grantee's request, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, or letter, if compliance is required by law.

l) Except for the lien(s) or encumbrance(s) of a mortgage or deed of trust, Grantor shall cause to be satisfied or release any other lien or claim of lien that may hereafter come to exist against the Premises which would have priority over any of the rights, title, or interest hereunder of Grantee.

4. Standards of Review. In exercising any authority created by the Easement to inspect the Façades; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Façades following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter "the Standards"), as well as the Park City Design Guidelines for Historic Districts and Historic Sites (hereinafter "the Guidelines") and any state guidelines considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically or architecturally significant structures or for construction of new structures within historically, architecturally, or culturally significant sites or areas. In the event the Standards or Guidelines are abandoned or materially altered or otherwise become, in the reasonable judgment of Grantee, inappropriate for the purposes set forth above, Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. Casualty Damage or Destruction. In the event that the Premises or any part thereof shall be damaged or destroyed by casualty in a way that materially and negatively impacts the Easement, Grantor shall notify Grantee in writing within five (5) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. For purposes of this instrument, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the IRC (construed without regard to the legal status, trade, or business of Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Premises and protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within twenty-eight (28) days of the date of damage or destruction, Grantor shall submit to Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to Grantor and Grantee, which shall include:

a) an assessment of the nature and extent of the damage;

b) a determination of the feasibility of the restoration of the Façades and/or reconstruction of damaged or destroyed portions of the Premises; and

c) a report of such restoration and/or reconstruction work necessary to return the Premises to the condition existing at the date immediately prior to the damage or destruction.

If, in the reasonable opinion of Grantor and Grantee after reviewing such report, the purpose and intent of the Easement will be served by such restoration and/or reconstruction, Grantor shall within eighteen (18) months after the date of such change or destruction complete the restoration and/or reconstruction of the Premises in accordance with plans and specifications consented to by Grantee up to the total of the casualty insurance proceeds. Grantor shall not be obligated to expend any funds in excess of insurance proceeds it actually receives. Grantee has the right to raise funds toward the costs of restoration and/or reconstruction above and beyond the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Façades, and such additional costs shall constitute a lien on the Premises until repaid by Grantor.

6. Grantee's Remedies Following Casualty Damage. Notwithstanding the foregoing, in the event of damage resulting from casualty, as defined in Paragraph 5, which is of such magnitude and extent as to render repairs or reconstruction of the Premises impossible using all applicable insurance proceeds, then:

a) If Grantor and Grantee mutually agree, Grantee may reconstruct the Buildings using insurance proceeds, donations, or other funds received by Grantor or Grantee on account of such casualty, but otherwise at Grantee's own expense; or

b) Grantee may choose any salvageable portions of the Façades, remove them from the premises, and extinguish the Easement pursuant to Paragraph 23, whereupon this Agreement shall lapse and be of no further force and effect. In such an event, Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the land records of Summit County, Utah; and Grantor shall deliver to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Façades.

7. Review after Casualty Loss. If in the opinion of Grantee restoration and/or reconstruction would not serve the purpose and intent of the Easement, then Grantor shall continue to comply with the provisions of the Easement and obtain the prior written consent of Grantee in the event that Grantor wishes to alter, demolish, remove, or raze the Buildings and/or construct new improvements on the Premises.

8. Grantee's Covenants. Grantee hereby warrants and covenants that:

a) Grantee is and will remain a Qualified Organization for the purposes of Section 170(h) of the IRC. In the event that Grantee's status as a Qualified Organization is successfully challenged by the Internal Revenue Service, then Grantee shall promptly select another Qualified Organization and transfer all of its rights and obligations under the Easement to said organization.

b) In the event that Grantee shall at any time in the future become the fee simple owner of the Premises, Grantee, for itself and its successors and assigns, covenants and agrees, in the event of a subsequent conveyance of the Premises to another, to create a new preservation easement containing the same restrictions and provisions as are contained herein, and either to retain such easement in itself or to convey such easement to a similar unit of federal, state, or local government or local, state, or national organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, and which is a qualified organization under Section 170(h)(3) of the IRC.

c) Grantee shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of the Easement, and shall not unreasonably withhold its consent when called for under the terms of the Easement.

9. Grantee's Right to Transfer. Grantee may, at its discretion and without prior notice to Grantor, convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar local, state, or national organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, and which at the time of the conveyance, assignment, or transfer is a qualified organization under Section 170(h)(3) of the IRC, provided that any such conveyance, assignment, or transfer requires that the preservation purposes for which the Easement was granted will continue to be carried out.

10. Grantee's Remedies. Grantee may employ the following remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereafter provided by law:

a) Grantee may, following reasonable written notice to Grantor, bring suit(s) to enjoin any such violation by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Façades to the condition and appearance required by this instrument. Notwithstanding the foregoing, Grantee shall first provide Grantor with written notice and a reasonable time period (at least 15 days) to cure any violations prior to initiating any action, unless the violation is of such a nature and/or extent that any delay would cause further damage to the area of the Easement.

b) Grantee's representatives may, following reasonable notice to Grantor, enter upon the Premises, correct any violation, and hold Grantor and its successors and assigns responsible for the cost thereof. Such cost until repaid shall constitute a lien on the Premises. Grantor shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any violations under this paragraph, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workers' compensation coverage.

c) Grantee shall have available all other legal and equitable remedies to enforce Grantor's obligations under this Agreement.

d) In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for its reasonable costs or expenses incurred in connection therewith, including all reasonable court costs and attorney, architectural, engineering, and expert witness fees.

e) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

11. Evidence of Compliance. Upon request by Grantee, based on a reasonable need by Grantee for such information, Grantor shall promptly furnish Grantee with evidence of Grantor's material compliance with any obligation of Grantor contained herein.

12. Runs with the Land. Grantor and Grantee intend that this grant constitute a common-law easement and a restrictive covenant. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee; the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the Premises by reason of a bona fide transfer. This instrument shall be expressly referenced in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Premises or any part thereof on which the Façades is located, including, by way of example and not limitation, a lease of office space.

13. Recording. This Easement shall be recorded in the land records of Summit County, Utah. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument. This instrument is effective only upon recording in the land records of Summit County, Utah.

14. Mortgages. Until a mortgagee or a purchaser at a foreclosure or trustee's sale obtains ownership of the Premises following foreclosure of a mortgage or deed in lieu of foreclosure, the mortgagee or purchaser shall have no obligation, debt, or liability under the Easement. Before exercising any right or remedy due to breach of the Easement except the right to enjoin violation, Grantee shall give all mortgagees of record written notice describing the default, and the mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default. Nothing contained in the above paragraphs or in the Easement shall be construed to give any mortgagee the right to extinguish this Easement by taking title to the Premises by foreclosure or otherwise.

15. Plaques. Notwithstanding the restrictions of Paragraph 2(e) above, with Grantor's prior approval regarding appearance, size and location, Grantee may provide and maintain a plaque on the Façades, which plaque shall not exceed 12 inches by 12 inches in size, informing the public of the significance of the Buildings or the Premises and the existence of this perpetual preservation Easement.

16. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, Grantee (including Grantee's agents, directors, employees, or independent contractors) from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney fees and disbursements hereafter incurred) arising out of or in any way relating to the administration (as performed in good faith and without negligence) of this preservation Easement, including, but not limited to, the granting or denial of consents hereunder and the reporting on or advising as to any condition on the Premises. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Easement, the amount of such indemnity, until discharged, shall constitute a lien on the Premises.

17. Taxes. Grantor shall pay prior to the delinquency date all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises. Grantee is hereby authorized, but in no event required or expected, to make or advance in the place of Grantor, upon ten (10) days' prior written notice to Grantor, any payment relating to past-due taxes, assessments, water rates, sewer fees, and other governmental or municipality charges, fines, impositions, or liens asserted against the Premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture; provided, however, that if within such ten (10)-day notice period Grantor provides a written reply to Grantee indicating that Grantor has or will within thirty (30) days contest any such past-due tax, special tax, special assessment, water charge, sewer service charge, or other charge which has or may become a lien on the Premises, then Grantee shall not make any such payment on behalf of Grantor until Grantor's contest of any such payment is definitively resolved. In the event that Grantee makes a payment on behalf of Grantor in accordance with this paragraph, the amount of such payment shall become a lien on the Premises and shall bear interest until paid by Grantor at two (2) percentage points above the prime rate of interest from time to time charged by Zions First National Bank.

18. Insurance. Grantor shall keep the Premises insured by an insurance company rated "A+" or better by the A.M. Best Company for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the reasonable opinion of Grantee, normally be carried on a property such as this where the Façades is protected by a preservation easement. Such insurance shall name Grantee as an additional insured and provide for at least thirty (30) days' notice to Grantee before cancellation. Furthermore, Grantor shall deliver to Grantee fully executed copies of each insurance policy evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior the expiration of such policy. Grantee shall have the right, after providing Grantor written notice and a cure period of five (5) days, to provide insurance at Grantor's reasonable cost and expense, should Grantor fail to obtain the same. In the event that Grantee obtains such insurance, the reasonable cost of such insurance shall be a lien on the Premises until repaid by Grantor.

19. Liens. Any lien on the Premises created pursuant to any paragraph of the Easement may be enforced by Grantee in the same manner as a mechanic's lien.

20. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed, with postage prepaid, by registered or certified mail with return receipt requested, or delivered by hand; if to Grantor then at Park City Redevelopment Agency, C/O Legal Department, PO Box 1480, Park City, UT 84060 and if to Grantee, then at *Attn.: City Attorney, P.O. Box 1480, Park City, Utah, 84060*. Each party may change its address set forth herein by providing notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under the Easement may be given by the Park City Council or by any duly authorized representative of Grantee.

21. Stipulated Value of Grantee's Interest. Grantor acknowledges that upon execution and recording of the Easement, Grantee shall be immediately vested with a real property interest in the Premises and that such interest of Grantee shall have a stipulated fair market value, for purposes of allocating net proceeds in an extinguishment under Paragraph 23, equal to the ratio between the fair market value of the Easement and the fair market value of the Premises prior to considering the impact of the Easement (hereinafter the "Easement Percentage") as determined in the Qualified Appraisal provided to Grantee pursuant to Paragraph 22. Upon submission of the Qualified Appraisal, Grantor and Grantee shall sign an affidavit verifying the Easement Percentage and record it as an amendment to the easement. In the event Grantor does not claim a charitable gift deduction for purposes of calculating federal income taxes and submit a Qualified Appraisal, the value of the Easement shall be $10.00.

22. Qualified Appraisal. In the event that Grantor claims a federal income tax deduction for donation of a "qualified real property interest" as that term is defined in Section 170(h) of the IRC, Grantor shall provide Grantee with a copy of an appraisal (hereinafter the "Qualified Appraisal" as that term is defined in Section 170(f)(11)(E) of the IRC) of the fair market value of the Easement. Upon receipt of the Qualified Appraisal, Grantee shall sign any appraisal summary prepared by the Internal Revenue Service and submitted to Grantee by Grantor.

23. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for preservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the Buildings or the Façades resulting from a casualty of such magnitude that Grantee approves demolition as explained in Paragraphs 5 and 7 or condemnation or loss of title of all or a portion of the Premises, Buildings, or Façades. Such an extinguishment must comply with the following requirements:

a) The extinguishment must be the result of a final judicial proceeding.

b) Grantee shall be entitled to share in the net proceeds resulting from the extinguishment in a proportion equal to the Easement Percentage determined pursuant to Paragraph 21.

c) Grantee agrees to apply all of the net proceeds it receives to the preservation of other Buildings, structures, or sites having historical, architectural, cultural, or aesthetic value and significance to the people of the State of Utah.

d) Net proceeds shall include, without limitation, insurance proceeds or awards, proceeds from sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Premises after the extinguishment, but shall specifically exclude any preferential claim of a mortgagee under Paragraph 14.

24. Interpretation and Enforcement. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement:

a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and the restrictions on use herein contained as provided in the Act.

b) This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this instrument or then have an interest in the Premises. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the Premises by a bona fide transfer for full value. Right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

c) Except as expressly provided herein, nothing contained in this instrument grants, nor shall it be interpreted to grant, to the public any right to enter on the Premises or into the Buildings.

d) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to more intensive use (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises are devoted to as of the date hereof, such development rights shall be exercisable on, above, or below the Premises during the term of the Easement in a manner that would not negatively impact the Façades or the specific preservation purposes of the Easement.

e) For the purposes of furthering the preservation of the Façades and the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing – provided, however, that no such amendment shall limit the perpetual duration of the Easement or interfere with the preservation purposes of the donation. Such amendment shall become effective upon recording in the land records of Summit County, Utah.

f) This instrument is made pursuant to the Act (Section 9-8-5 of the Utah Code), but the invalidity, modification, or repeal of such statute or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument, whether or not this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto. This instrument may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

g) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to Buildings materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this instrument and such ordinance or regulation.

h) This instrument, together with its exhibits, reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understanding, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Easement to be executed, sealed, and delivered, and Grantee has caused this instrument to be accepted, sealed, and executed in its corporate name by its Mayor.

GRANTEE:

By: ________________________________
Mayor

Attest:

____
City Recorder

Approved as to Form:

____
City Attorney's Office

GRANTOR:

Executive Director Matt Dias

Park City Redevelopment Agency

C/O Legal Department

P.O. Box 1480

Park City, UT 84060-1480

By: ___________________________

Its: **Executive Director**

ACKNOWLEDGEMENT

STATE OF ____________________)

) §

COUNTY OF __________________)

On this ____ day of __________________, 2020, personally appeared before me __________________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument as the _____________________ of __________________________________, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

EXHIBIT A

Easement Inspection Form and Photographs for 1333 Park Avenue

When recorded return to:

Park City Recorder
P.O. Box 1480
Park City, UT 84060

HISTORIC PRESERVATION EASEMENT

1353 Park Avenue

THIS PRESERVATION EASEMENT, is made this ______ day of ___________ 2020, by and between Park City Redevelopment Agency ("Grantor") and Park City Municipal Corporation ("Grantee"), a municipal corporation of Utah.

RECITALS

WHEREAS, Grantee is organized as a governmental unit under the laws of the State of Utah and is a qualifying recipient of qualified conservation contributions under Section 170(h) of the Internal Revenue Code of 1986 as amended (hereinafter "IRC");

WHEREAS, Grantee is authorized to accept historic preservation easements to protect property that is significant in Utah history and culture under the provisions the Utah Historical Preservation Act (hereinafter "the Act"), in Part 5 of Chapter 8 of Title 9 of Utah Code Annotated;

WHEREAS, Grantor is owner in fee simple of certain real property in Summit County, Utah, more particularly described as:

> Unit 1, WOODSIDE PARK SUBDIVISION - PHASE I CONDOMINIUMS, a Utah Condominium Project, together with its appurtenant undivided ownership in and to the Common Areas and Facilities, as established and described in the Record of Survey Map recorded ___________as Entry No. ___________ and in the Declaration of Covenants, Conditions & Restrictions for Woodside Park Phase I, recorded ___________as Entry No. ___________ in Book ___________at page ___________, records of Summit County, Utah.
>
> WP-____

and commonly known as 1353 Park Avenue (hereinafter "the Premises"), on which is located a historic house (hereinafter "the Buildings");

WHEREAS, the Buildings are historic structures as defined in section 15-11 of the Park City Land Management Code;

WHEREAS, Grantor and Grantee recognize the historical, cultural, and aesthetic value and significance of the Buildings, and have the common purpose of conserving and preserving the aforesaid value and significance of the Buildings;

WHEREAS, the Buildings' façades, more particularly described below, contribute to the historical and architectural value of the Premises;

WHEREAS, the grant of a historic preservation easement on the Buildings' façades, more particularly described below, will assist in preserving and maintaining the Buildings and their architectural, historical, and cultural features;

WHEREAS, preserving and maintaining the Buildings' architectural, historical, and cultural features will assist in preserving and maintaining its value and significance; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, an historic preservation easement in gross and in perpetuity on the Buildings' façades pursuant to the Utah Historical Preservation Act.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee a limited preservation easement in perpetuity, which easement is more particularly described below (hereinafter "the Easement"), in and to the Buildings' façades, as that word is defined in section 15-15 of the Park City Land Management Code and more particularly described as:

> The exterior walls, elevations, roof lines, Buildings materials, fenestration, windows, entryways, doors, porch and roof of the Buildings, including all elevations that are to any extent visible from any public right-of-way.

The Easement, to be of the nature and character further expressed in the Easement Agreement below, shall constitute a binding servitude upon said Premises of Grantor, and to that end Grantor covenants on behalf of itself and its successors and assigns, with Grantee and its successors and assigns, such covenants being deemed to run as a binding servitude with the land, to do upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Buildings and surrounding land area, and which help maintain and assure the present and future historic integrity of the Buildings.

EASEMENT AGREEMENT

1. Description of Façades. In order to make more certain the full extent of Grantor's obligations and the restrictions on the façades of the Buildings, and in order to document the external nature of the façades as of the date hereof, attached hereto as Exhibit A and incorporated herein by this reference is a set of photographs depicting the exterior surfaces of the façades. Also attached hereto as Exhibit B is an affidavit specifying certain technical and location information relative to said photographs satisfactory to Grantee. It is stipulated by and between Grantor and Grantee that the external nature of the façades as shown in Exhibit A is deemed to be the external nature of the façades as of the date hereof and as of the date this instrument is first recorded in the land records of Summit County, Utah. The external surfaces of the Buildings as shown in Exhibit A is hereinafter referred to as "the Façades."

2. Grantor's Covenants. In furtherance of the Easement herein granted, Grantor undertakes of itself to do (and to refrain from doing, as the case may be) upon the Premises each of the following covenants, which contribute to the public purpose of significantly protecting and preserving the Façades:

a) Grantor shall not demolish, remove, or raze the Façades without the prior express written permission of Grantee, and except as provided in Paragraphs 6 and 7.

b) Grantor shall not undertake any of the following actions without the prior express written permission of Grantee, signed by a duly authorized representative thereof:

   i) Increase or decrease the height of the Façades.

   ii) Adversely affect the structural soundness of the Façades.

   iii) Make any changes in the Façades including alteration, partial removal, construction, remodeling, or other physical or structural change, including any change in surfacing, with respect to the appearance or construction of the Façades, with the exception of the ordinary maintenance pursuant to Paragraph 2(c) below.

   iv) Erect anything on the Premises or the Buildings which prohibits the Façades from being visible from the street level, except for a temporary structure during any period of approved alteration or restoration.

   v) Permit any significant reconstruction, repair, or refinishing of the Façades that alters its state from the existing condition. This subsection (v) shall not include ordinary maintenance pursuant to Paragraph 2(c) below.

   vi) Erect, construct, or move anything on the Premises that would interfere with a view of the Façades or be incompatible with the historic or architectural character of the Façades.

c) Grantor shall at all times maintain the Façades in a good and sound state of repair and maintain the structural soundness and safety of the Buildings. Except as provided in the casualty provisions of Paragraphs 5 and 7, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction whenever necessary to have the external nature of the Buildings at all times appear to be and actually be the same as the Façades.

d) Grantor shall not erect or place on the Premises any Buildings or structures, including satellite receiving dishes, camping accommodations, or mobile homes, not presently on the Premises, except for temporary structures required for the, construction, repair, maintenance, or rehabilitation of the property, such as construction trailers.

e) Grantor shall not display or place on the Premises any signs, billboards, awnings, or advertisements, except for those items currently existing in place at the time of this Agreement as depicted in Exhibit A; provided, however, that Grantor may with prior written approval from the Planning Director erect such signs or awnings as are compatible with the historic preservation purposes of this Easement and appropriate to identify the Premises and Buildings and any activities or businesses on the Premises or in the Buildings. Such approval from Grantee shall not be unreasonably withheld.

f) Grantor shall not make on the Premises any topographical changes, including but not limited to excavation. Notwithstanding the foregoing, Grantor may, with the prior written approval from and in the sole discretion of Grantee, make such additional topographical changes as are consistent with and reasonably necessary to promote the historic preservation purposes of this Easement or the reasonable use and enjoyment of the Premises.

g) Grantor shall not allow or cause on the Premises any dumping of ashes, trash, rubbish, or any other unsightly or offensive materials.

h) Grantor shall not allow or cause the Premises to be further subdivided without prior written permission of Grantee, nor shall the Grantor allow or cause the Premises to be devised or conveyed except as a unit; provided, however, that Grantor shall be permitted to convert the Buildings into cooperatives or condominiums and to convey interests in the resulting cooperatives or condominium units, in which event Grantor shall form or cause to be formed in connection with such conveyance a single entity for the purposes of performing all obligations of Grantor and its successors under this Easement.

i) Grantor shall not obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any Buildings, structure, or improvements of the Premises that are currently viewable from adjacent, publicly accessible areas such as public streets or walkways.

j) Grantor shall permit Grantee's representatives to inspect at all reasonable times the Premises, including the Façades and the Buildings, provided that reasonable advance notice is given to Grantor. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Buildings to ensure maintenance of structural soundness and safety; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually, and may involve reasonable testing of interior structural condition. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee.

k) Grantor shall deliver to Grantee copies of any notice, demand, or letter of violation received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon Grantee's request, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, or letter, if compliance is required by law.

l) Except for the lien(s) or encumbrance(s) of a mortgage or deed of trust, Grantor shall cause to be satisfied or release any other lien or claim of lien that may hereafter come to exist against the Premises which would have priority over any of the rights, title, or interest hereunder of Grantee.

4. Standards of Review. In exercising any authority created by the Easement to inspect the Façades; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Façades following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter "the Standards"), as well as the Park City Design Guidelines for Historic Districts and Historic Sites (hereinafter "the Guidelines") and any state guidelines considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically or architecturally significant structures or for construction of new structures within historically, architecturally, or culturally significant sites or areas. In the event the Standards or Guidelines are abandoned or materially altered or otherwise become, in the reasonable judgment of Grantee, inappropriate for the purposes set forth above, Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. Casualty Damage or Destruction. In the event that the Premises or any part thereof shall be damaged or destroyed by casualty in a way that materially and negatively impacts the Easement, Grantor shall notify Grantee in writing within five (5) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. For purposes of this instrument, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the IRC (construed without regard to the legal status, trade, or business of Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Premises and protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within twenty-eight (28) days of the date of damage or destruction, Grantor shall submit to Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to Grantor and Grantee, which shall include:

a) an assessment of the nature and extent of the damage;

b) a determination of the feasibility of the restoration of the Façades and/or reconstruction of damaged or destroyed portions of the Premises; and

c) a report of such restoration and/or reconstruction work necessary to return the Premises to the condition existing at the date immediately prior to the damage or destruction.

If, in the reasonable opinion of Grantor and Grantee after reviewing such report, the purpose and intent of the Easement will be served by such restoration and/or reconstruction, Grantor shall within eighteen (18) months after the date of such change or destruction complete the restoration and/or reconstruction of the Premises in accordance with plans and specifications consented to by Grantee up to the total of the casualty insurance proceeds. Grantor shall not be obligated to expend any funds in excess of insurance proceeds it actually receives. Grantee has the right to raise funds toward the costs of restoration and/or reconstruction above and beyond the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Façades, and such additional costs shall constitute a lien on the Premises until repaid by Grantor.

6. Grantee's Remedies Following Casualty Damage. Notwithstanding the foregoing, in the event of damage resulting from casualty, as defined in Paragraph 5, which is of such magnitude and extent as to render repairs or reconstruction of the Premises impossible using all applicable insurance proceeds, then:

a) If Grantor and Grantee mutually agree, Grantee may reconstruct the Buildings using insurance proceeds, donations, or other funds received by Grantor or Grantee on account of such casualty, but otherwise at Grantee's own expense; or

b) Grantee may choose any salvageable portions of the Façades, remove them from the premises, and extinguish the Easement pursuant to Paragraph 23, whereupon this Agreement shall lapse and be of no further force and effect. In such an event, Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the land records of Summit County, Utah; and Grantor shall deliver to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Façades.

7. Review after Casualty Loss. If in the opinion of Grantee restoration and/or reconstruction would not serve the purpose and intent of the Easement, then Grantor shall continue to comply with the provisions of the Easement and obtain the prior written consent of Grantee in the event that Grantor wishes to alter, demolish, remove, or raze the Buildings and/or construct new improvements on the Premises.

8. Grantee's Covenants. Grantee hereby warrants and covenants that:

a) Grantee is and will remain a Qualified Organization for the purposes of Section 170(h) of the IRC. In the event that Grantee's status as a Qualified Organization is successfully challenged by the Internal Revenue Service, then Grantee shall promptly select another Qualified Organization and transfer all of its rights and obligations under the Easement to said organization.

b) In the event that Grantee shall at any time in the future become the fee simple owner of the Premises, Grantee, for itself and its successors and assigns, covenants and agrees, in the event of a subsequent conveyance of the Premises to another, to create a new preservation easement containing the same restrictions and provisions as are contained herein, and either to retain such easement in itself or to convey such easement to a similar unit of federal, state, or local government or local, state, or national organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, and which is a qualified organization under Section 170(h)(3) of the IRC.

c) Grantee shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of the Easement, and shall not unreasonably withhold its consent when called for under the terms of the Easement.

9. Grantee's Right to Transfer. Grantee may, at its discretion and without prior notice to Grantor, convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar local, state, or national organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, and which at the time of the conveyance, assignment, or transfer is a qualified organization under Section 170(h)(3) of the IRC, provided that any such conveyance, assignment, or transfer requires that the preservation purposes for which the Easement was granted will continue to be carried out.

10. Grantee's Remedies. Grantee may employ the following remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereafter provided by law:

a) Grantee may, following reasonable written notice to Grantor, bring suit(s) to enjoin any such violation by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Façades to the condition and appearance required by this instrument. Notwithstanding the foregoing, Grantee shall first provide Grantor with written notice and a reasonable time period (at least 15 days) to cure any violations prior to initiating any action, unless the violation is of such a nature and/or extent that any delay would cause further damage to the area of the Easement.

b) Grantee's representatives may, following reasonable notice to Grantor, enter upon the Premises, correct any violation, and hold Grantor and its successors and assigns responsible for the cost thereof. Such cost until repaid shall constitute a lien on the Premises. Grantor shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any violations under this paragraph, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workers' compensation coverage.

c) Grantee shall have available all other legal and equitable remedies to enforce Grantor's obligations under this Agreement.

d) In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for its reasonable costs or expenses incurred in connection therewith, including all reasonable court costs and attorney, architectural, engineering, and expert witness fees.

e) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

11. Evidence of Compliance. Upon request by Grantee, based on a reasonable need by Grantee for such information, Grantor shall promptly furnish Grantee with evidence of Grantor's material compliance with any obligation of Grantor contained herein.

12. Runs with the Land. Grantor and Grantee intend that this grant constitute a common-law easement and a restrictive covenant. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee; the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the Premises by reason of a bona fide transfer. This instrument shall be expressly referenced in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Premises or any part thereof on which the Façades is located, including, by way of example and not limitation, a lease of office space.

13. Recording. This Easement shall be recorded in the land records of Summit County, Utah. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument. This instrument is effective only upon recording in the land records of Summit County, Utah.

14. Mortgages. Until a mortgagee or a purchaser at a foreclosure or trustee's sale obtains ownership of the Premises following foreclosure of a mortgage or deed in lieu of foreclosure, the mortgagee or purchaser shall have no obligation, debt, or liability under the Easement. Before exercising any right or remedy due to breach of the Easement except the right to enjoin violation, Grantee shall give all mortgagees of record written notice describing the default, and the mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default. Nothing contained in the above paragraphs or in the Easement shall be construed to give any mortgagee the right to extinguish this Easement by taking title to the Premises by foreclosure or otherwise.

15. Plaques. Notwithstanding the restrictions of Paragraph 2(e) above, with Grantor's prior approval regarding appearance, size and location, Grantee may provide and maintain a plaque on the Façades, which plaque shall not exceed 12 inches by 12 inches in size, informing the public of the significance of the Buildings or the Premises and the existence of this perpetual preservation Easement.

16. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, Grantee (including Grantee's agents, directors, employees, or independent contractors) from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney fees and disbursements hereafter incurred) arising out of or in any way relating to the administration (as performed in good faith and without negligence) of this preservation Easement, including, but not limited to, the granting or denial of consents hereunder and the reporting on or advising as to any condition on the Premises. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Easement, the amount of such indemnity, until discharged, shall constitute a lien on the Premises.

17. Taxes. Grantor shall pay prior to the delinquency date all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises. Grantee is hereby authorized, but in no event required or expected, to make or advance in the place of Grantor, upon ten (10) days' prior written notice to Grantor, any payment relating to past-due taxes, assessments, water rates, sewer fees, and other governmental or municipality charges, fines, impositions, or liens asserted against the Premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture; provided, however, that if within such ten (10)-day notice period Grantor provides a written reply to Grantee indicating that Grantor has or will within thirty (30) days contest any such past-due tax, special tax, special assessment, water charge, sewer service charge, or other charge which has or may become a lien on the Premises, then Grantee shall not make any such payment on behalf of Grantor until Grantor's contest of any such payment is definitively resolved. In the event that Grantee makes a payment on behalf of Grantor in accordance with this paragraph, the amount of such payment shall become a lien on the Premises and shall bear interest until paid by Grantor at two (2) percentage points above the prime rate of interest from time to time charged by Zions First National Bank.

18. Insurance. Grantor shall keep the Premises insured by an insurance company rated "A+" or better by the A.M. Best Company for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the reasonable opinion of Grantee, normally be carried on a property such as this where the Façades is protected by a preservation easement. Such insurance shall name Grantee as an additional insured and provide for at least thirty (30) days' notice to Grantee before cancellation. Furthermore, Grantor shall deliver to Grantee fully executed copies of each insurance policy evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior the expiration of such policy. Grantee shall have the right, after providing Grantor written notice and a cure period of five (5) days, to provide insurance at Grantor's reasonable cost and expense, should Grantor fail to obtain the same. In the event that Grantee obtains such insurance, the reasonable cost of such insurance shall be a lien on the Premises until repaid by Grantor.

19. Liens. Any lien on the Premises created pursuant to any paragraph of the Easement may be enforced by Grantee in the same manner as a mechanic's lien.

20. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed, with postage prepaid, by registered or certified mail with return receipt requested, or delivered by hand; if to Grantor then at Park City Redevelopment Agency, C/O Legal Department, PO Box 1480, Park City, UT 84060 and if to Grantee, then at *Attn.: City Attorney, P.O. Box 1480, Park City, Utah, 84060*. Each party may change its address set forth herein by providing notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under the Easement may be given by the Park City Council or by any duly authorized representative of Grantee.

21. Stipulated Value of Grantee's Interest. Grantor acknowledges that upon execution and recording of the Easement, Grantee shall be immediately vested with a real property interest in the Premises and that such interest of Grantee shall have a stipulated fair market value, for purposes of allocating net proceeds in an extinguishment under Paragraph 23, equal to the ratio between the fair market value of the Easement and the fair market value of the Premises prior to considering the impact of the Easement (hereinafter the "Easement Percentage") as determined in the Qualified Appraisal provided to Grantee pursuant to Paragraph 22. Upon submission of the Qualified Appraisal, Grantor and Grantee shall sign an affidavit verifying the Easement Percentage and record it as an amendment to the easement. In the event Grantor does not claim a charitable gift deduction for purposes of calculating federal income taxes and submit a Qualified Appraisal, the value of the Easement shall be $10.00.

22. Qualified Appraisal. In the event that Grantor claims a federal income tax deduction for donation of a "qualified real property interest" as that term is defined in Section 170(h) of the IRC, Grantor shall provide Grantee with a copy of an appraisal (hereinafter the "Qualified Appraisal" as that term is defined in Section 170(f)(11)(E) of the IRC) of the fair market value of the Easement. Upon receipt of the Qualified Appraisal, Grantee shall sign any appraisal summary prepared by the Internal Revenue Service and submitted to Grantee by Grantor.

23. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for preservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the Buildings or the Façades resulting from a casualty of such magnitude that Grantee approves demolition as explained in Paragraphs 5 and 7 or condemnation or loss of title of all or a portion of the Premises, Buildings, or Façades. Such an extinguishment must comply with the following requirements:

a) The extinguishment must be the result of a final judicial proceeding.

b) Grantee shall be entitled to share in the net proceeds resulting from the extinguishment in a proportion equal to the Easement Percentage determined pursuant to Paragraph 21.

c) Grantee agrees to apply all of the net proceeds it receives to the preservation of other Buildings, structures, or sites having historical, architectural, cultural, or aesthetic value and significance to the people of the State of Utah.

d) Net proceeds shall include, without limitation, insurance proceeds or awards, proceeds from sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Premises after the extinguishment, but shall specifically exclude any preferential claim of a mortgagee under Paragraph 14.

24. Interpretation and Enforcement. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement:

a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and the restrictions on use herein contained as provided in the Act.

b) This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this instrument or then have an interest in the Premises. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the Premises by a bona fide transfer for full value. Right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

c) Except as expressly provided herein, nothing contained in this instrument grants, nor shall it be interpreted to grant, to the public any right to enter on the Premises or into the Buildings.

d) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to more intensive use (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises are devoted to as of the date hereof, such development rights shall be exercisable on, above, or below the Premises during the term of the Easement in a manner that would not negatively impact the Façades or the specific preservation purposes of the Easement.

e) For the purposes of furthering the preservation of the Façades and the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing – provided, however, that no such amendment shall limit the perpetual duration of the Easement or interfere with the preservation purposes of the donation. Such amendment shall become effective upon recording in the land records of Summit County, Utah.

f) This instrument is made pursuant to the Act (Section 9-8-5 of the Utah Code), but the invalidity, modification, or repeal of such statute or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument, whether or not this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto. This instrument may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

g) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to Buildings materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this instrument and such ordinance or regulation.

h) This instrument, together with its exhibits, reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understanding, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Easement to be executed, sealed, and delivered, and Grantee has caused this instrument to be accepted, sealed, and executed in its corporate name by its Mayor.

GRANTEE:

By: ______________________________
Mayor

Attest:

____
City Recorder

Approved as to Form:

____

City Attorney's Office

GRANTOR:

Executive Director Matt Dias

Park City Redevelopment Agency

C/O Legal Department

P.O. Box 1480

Park City, UT 84060-1480

By: ____________________________

Its: **Executive Director**

ACKNOWLEDGEMENT

STATE OF ____________________)

) §

COUNTY OF __________________)

On this ____ day of __________________, 2020, personally appeared before me ___________________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument as the ______________________ of ___________________________________, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

EXHIBIT A

Easement Inspection Form and Photographs for 1353 Park Avenue