PARK CITY
1884

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 22, 1998

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 22, 1998.

AGENDA

Closed Session - City Council Work Session Room - Main Level

3:15 p.m. Property acquisition

Work Session - City Council Chambers - Lower Level

4:15 p.m. Council questions and comments
4:30 p.m. Deer Crest annexation update
4:45 p.m. Paid parking update
5:45 p.m. Review of regular meeting

Regular Meeting - City Council Chambers - Lower Level

6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF OCTOBER 1, 1998

V PUBLIC HEARING

Ordinance approving an amendment to Lot 16 and Lot 17, Block 24 of the Park City Survey known as 560 and 562 Main Street, Park City, Utah

VI CONSENT AGENDA

1. Ordinance approving an amendment to Lot 16 and Lot 17, Block 24 of the Park City Survey known as 560 and 562 Main Street, Park City, Utah

2. Authorization to staff to enter into a contract and lease agreement with the Administrative Office of the Court of the State of Utah for a secondary site of the Third District Court in Park City in an amount not to exceed $130,630

3. Resolution Proclaiming the week of October 25 through October 31, 1998 as World Population Awareness Week in Park City, Utah

VII OLD BUSINESS

Ordinance approving a plat amendment, amending portions of Lots 12 and 13 of Block 22 and Lots 13, 14 and 15 of Block 69 of the Park City Survey at 350 1/2 Main Street, Park City, Utah

VIII ADJOURNMENT

Posted: 10/19/98
See parkcity2002.org

PARK CITY 1884

CITY COUNCIL REPORT

DATE: October 19, 1998
DEPARTMENT: Planning
AUTHOR: Nora L. Shepard, Special Projects Planner
TITLE: Deer Crest Annexation
TYPE OF ITEM: Annexation

SUMMARY RECOMMENDATIONS: Introductory Work Session Only. Appoint a subcommittee of the City Council to work with the applicant and staff on details of the annexation and amendments to the Settlement Agreement.

DESCRIPTION:

A. Topic:

PROJECT STATISTICS:

Applicant:	Deer Crest Associates I, L.C.
Location:	East of Deer Valley
Zoning:	Wasatch County RF-1 with an approved Density Determination
Adjacent Land Uses:	Ski Area, Vacant Land
Date of Application:	July 10, 1998
Project Planner:	Nora Shepard

B. Background:

In 1991, Wasatch County granted a density determination for Telemark Park, a resort development on 524 acres. The approval consisted of chairlift and ski run development along with residential development in 6 "neighborhoods." The developer also controls an additional 84 acres within unincorporated Summit County and 70 within the Park City limits. The development plan for the entire property consists of not more than 545 units (150 single family and 395 multifamily) with 42,000 gross square feet of commercial space and a 20,000 gross square foot Ski Academy.

After several years of litigation, the developer (Park City Consolidated Mines Company and Trans-Wasatch Company) and Park City entered into a settlement agreement in order to settle the outstanding disputes and to redefine certain rights and obligations. A copy of the Settlement Agreement is available at your request. The Settlement Agreement addresses density, limited access on Keetley Road, and options for partial annexation to Park City. The applicant has submitted a petition for annexation consistent with the Settlement Agreement.

C. Project Description

Annexation Request

Deer Crest proposes to annex the following parcels of land which are contiguous to each other and which are contiguous to the existing easterly boundary of Park City:

*Snowtop - a 39.51 acre parcel that has received final approval by Wasatch County for the subdivision of 15 residential building lots. The Snowtop parcel consists of 67% open space.

*Roosevelt Gap - a 60.87 acre parcel that has received density determination approval by Wasatch County for 105 condominium lodge units of 2,000 square feet, plus 5% support commercial,[1] and final master parcel plat approval (authorizing the recordation of a plat for ownership purposes but not for purposes of further development). The Roosevelt Gap Master Parcel consists of 84% open space.

*Deer Hollow Village - a 97.71 acre parcel that has received final approval by Wasatch County for the subdivision of 5 residential lots on 8.51 acres, and, on the balance of the acreage, density determination approval by Wasatch County for 83 residential units of 2,400 square feet, plus 5% support commercial, and final master parcel plat approval (authorizing the recordation of a plat for ownership purposes but not for purposes of further development). The Deer Hollow Village Master Parcel consists of 77% open space.

Amendments to the Settlement Agreement

In addition to the Annexation, the developer is proposing a number of modifications to the Settlement Agreement The City Council is being asked by the applicant to consider those amendments concurrent with the Annexation. The amendments include:

1. Reconfiguration of square footage and allocation of additional Residential Unit Equivalents for Roosevelt Gap Lodge.

2. Allocation of additional commercial square footage for Roosevelt Gap Lodge.

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[1]Applicable square footages are calculated as provided in the applicable Wasatch County Density Determination and exclude certain spaces such as circulation space, lobbies, mechanical spaces and other spaces necessary for building function.

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3. Increase in the allowed overnight and day parking at Roosevelt Gap Lodge.

4. Modification of the unit sizes and reduction of parking in Deer Hollow Village.

5. Increase in allowed building height for the Snow Park Hotel.

6. Increase in residential and commercial density in Jordanelle Village.

7. Increase in commercial activities elsewhere in the project, but outside the annexation area.

8. Modification of the disconnect at Deer Hollow.

9. Consent to allow Master Parcel Recordation prior to annexation.

10. Consent to allow plat recordation of Snowtop prior to annexation.

11. Consent to allow commencement of construction on one home in Deer Hollow prior to Annexation.

D. Analysis

Planning Commission Action

The Planning Commission was asked to review the proposed annexation and those amendments to the Settlement Agreement which would affect the annexation areas. The Planning Commission therefore considered the square footage modifications and the increase in parking at the Roosevelt Gap Lodge. The Planning Commission forwarded a positive recommendation to the City Council as follows:

1. The Planning Commission received and reviewed information on the proposed Annexation of a portion of the Deer Crest Project.

2. A public hearing was held before the Planning Commission on the proposed Annexation on August 26, 1998.

3. The Planning Commission has reviewed and discussed traffic information submitted by the developer and by the City's consultant.

Based upon the above findings, the Planning Commission recommends to the City Council that the Roosevelt Gap, Deer Hollow and Snowtop areas of Deer Crest should be annexed to the City prior to development and consistent with the Wasatch County approvals.

The Planning Commission further recommends to the City Council that the proposed revisions to the Settlement Agreement relative to increased square footage, increased commercial square footage and increased parking at Roosevelt Gap are appropriate and that traffic impacts have been adequately addressed by other modifications to the project proposed by the developer.

The recommendation is based upon the following assumptions and conditions:

1. This approval does not constitute final plat approval for the Snow Top Subdivision or MPD approval for Roosevelt Gap or Deer Hollow. If the property is annexed to the City, the normal review procedures shall commence.

2. If the annexation is consummated and an MPD is entered into, the applicant will submit a detailed and enforceable plan for the management of traffic on Keetley Road with the objective of reducing, to the greatest degree possible, non-guest traffic on Keetley Road and emphasizing the use of the funicular. This includes management of the gate and through access, identification of how the gate will be managed and who will go through it, restrictions on employee parking at the Roosevelt Gap site, and other mechanisms designed to reduce non-guest traffic on Keetley Road.

3. A reversion clause shall be inserted in the amended settlement agreement that, if the project is not constructed as proposed in Roosevelt Gap, funicular, and Snow Park in some time certain, the revisions to the settlement agreement being recommended tonight shall revert back to the original settlement agreement.

4. There shall be no variation in height within the annexation area as a direct result of the increases in square footage which the Planning Commission is recommending to City Council.

5. Employee housing standards shall be revised to meet Park City Employee Housing Standards, and additional employee housing shall be reviewed before the additional square footage being proposed at the Roosevelt Gap site.

<u>Council Process</u>
The City Council has to consider not only the annexation request, but the amendments to the Settlement Agreement. The developer is refining his request on modifications to the Settlement Agreement. Because of the breadth and complexity of the proposed amendments, the most efficient method for reviewing them may be to designate a subcommittee of the City Council. This subcommittee would work with the staff and developer to analyze the proposed changes and frame the issues for discussion by the entire City Council in work sessions over the next few months. Roger Harlan and Paul Sincock have met with the staff and applicant on several occasions to review the proposal.

The developer is anxious to move this process forward in a timely manner so that the Planning Commission can commence review of the Roosevelt Gap/Snow Park Hotel project.

The staff requests that the City Council appoint a subcommittee of 2 Council members to work with staff and the developer. The staff and applicant would also like to be aware of major concerns which the City Council may have in an effort to guide and focus the subcommittee discussions.

COUNCIL AGENDA REPORT

DATE:	October 22, 1998
DEPARTMENT:	Public Works
AUTHOR:	Hope E. Bleecker, Transportation Director Brian Andersen, Parking Operations Manager
TITLE:	Paid Parking Program Review
TYPE OF ITEM:	Legislative

Hope Bleecker 10/18/98
Brian Andersen

SUMMARY RECOMMENDATIONS: Review summer parking program results and authorize recommended program improvements: signs, lighting, and marketing for the winter season.

DESCRIPTION:

A. Topic. Paid Parking Review.

B. Background. The winter and summer phases of the parking program are now completed and the program is scheduled to resume on November 16, 1998. While the program was in effect this summer, staff monitored parking enforcement operation, public comment, and revenues and expenses in order to assess achievement of the goals adopted by the Council prior to implementation. Parking pattern data were also collected over one weekend in August.

The program goals adopted on October 30, 1997 were:

a) ***To Manage Parking to Assure Efficient Use of Existing Resources (Spaces)***

b) ***To Monitor and Assess the Receptiveness of Various User Groups to Parking Rates and Regulations.***

c) ***To Generate Sufficient Revenue to Pay for Program Costs***

d) ***To Mitigate Unintended Impacts (i.e., to monitor daily occurrences and adjust them accordingly in an effort to achieve a parking policy that achieves the above listed goals).***

C. Analysis.

Summer Parking Patterns

In January 1998, Park City implemented a paid parking program. Parking use has been sampled four times: winter and summer 1996 before pay restrictions, and winter and summer 1998 without the pay restrictions. Paid parking was recently in effect during July and August. Patterns were monitored for that period and detailed counts were taken. The basic effect of the summer paid parking was shortened duration on Main Street and increased use of the outlying lots surrounding Main Street.

Specific observations and conclusions about the summer program are:

- Almost all of the parking lots surveyed had surplus capacity in August as compared to a general standard. Parking lots are considered to have surplus capacity if parked vehicles occupy more than 90% of the total parking spaces.
- Both the previously collected 1996 summer counts and the recently collected August 1998 data revealed that there is not a significant parking shortage during the day or in the evening during the summer. Park City's most severe parking problem is evidenced during the winter season for approximately five months.
- Parking duration (or the length of time vehicles are parked) increases as the distance from Main Street increases. This is a desired effect of paid parking.
- Swede Alley, the Brew Pub lot, and the fourth level of China Bridge (employee lot) showed the highest utilization, over 80%. The lots approached full utilization at lunch and later in the evening on Saturday. Main Street, by comparison, was slightly less than 70% utilized, even during peak periods. The pattern seemed to indicate that more spaces were available in the premium spots.
- More vehicles parked in Swede Alley in August 1998 than in March 1998, which may be due to seasonal fluctuation in the number of visitor nights. It may also reflect the higher capacity of Swede Alley due to restriping or the fact that people may be more willing to walk from Swede Alley to avoid the higher cost of Main Street parking.
- Main Street showed the shortest parking duration with 75% of vehicles parked for one hour or less. This represents a change, as compared to previous summer counts, in the percentage of parked vehicles which remain for one hour or less.
- The short-term spaces showed a near 30% violation rate. This indicates that better signs or more enforcement are needed if these short-term spaces are going to remain in the system.
- North Marsac, the upper level of China Bridge, and the Sandridge Lot displayed the longest parking duration. Approximately 70% of the vehicles parked for at least 3 hours. A desired result of the parking program is to have employees and other long-term visitors park in the most remote parking locations. These parking lots remained generally underutilized during the study period.

Violations, Appeals, and Feedback

A total of 5,175 violations were issued from July 1 to August 30, 1998. The summer program allowed first time violators to have their first fine waived if they returned green cards. A majority (89%) of all tickets issued during the summer were for non-payment. Of that high percentage, 68% of the violators returned green cards. The turn back rates indicate that information provided through signs and markings is still inadequate.

A total of 74 appeals were received during the summer paid parking period. The adjudication officer has processed 36 of those to date with 3 upholds and 33 dismissals. Most of the appeals were received for signs obstructed by hanging flowers.

The number of summer complaints was substantially lower than that of the winter season. Many motorists cited signs obscured by foliage. The reprieve on a first-time violation and a pledge to follow the guidelines provided through the green card were well-received.

Revenues and Expenses
Financial results for the paid parking program are attached as Appendix A. A review of this spreadsheet reveals four important points concerning the program's financial status:

1. Program revenues, when foregone revenues are included, are very close to the original forecast.

2. The first time nature of the program and unforeseeable start-up costs have resulted in higher expenses than were originally forecasted for the period reviewed.

3. The program's negative cash flow to date has been aggravated by:

- The seasonal approach to the paid parking program that removes parking revenue streams during periods of free parking while program fixed costs continue;
- Foregone revenues associated with program promotion such as $10 Quickcards; rideshare incentives; merchant tokens; permitted areas of China Bridge; warning programs; and courtesy cards.

4. The program's financial results for Summer '98 show that positive cash flows are attainable during periods when paid parking is in effect.

Sales tax information for July-September 1998 is currently not available from the state. Similar to the delays we experienced with the winter quarter, the information will be available on or about November 30. When the information becomes available, additional analysis could be conducted is City Council so desires.

Short-term Improvements
The first two seasons of the parking program have revealed that desired effects such as space availability and increased transit ridership have been realized. However, the unconventional approach of "pay and display" as well as the seasonality of the program have resulted in confusion among motorists.

Improve Signs and Markings
The system of signs and markings isn't clear to users. Planning for the following sign improvements is currently underway.

- Delineation of parking spaces on Main Street with yellow markings to add structure to the program;

- Painting directional arrows on the pavement pointing toward the pay stations, or stenciling, "Pay at Station" to help guide individuals to meters;

- Increasing the number of signs at key locations to remind motorists of the pay stations; Additional signs should be placed on the back of posts on Main Street. Visibility of the perimeter signing should be increased, using a standard bright blue background. "Trailblazer" signs have proven effective according to the Institute of Traffic Engineers. Perimeter signs should be placed at all entrances to the Main Street Area. While these proposed improvements are against Park City's philosophy of "limiting visual clutter", the parking program will continue to be compromised if more and better signs are not installed.

Signs will be added and replaced gradually over time so that effects can be measured and input can be gathered. Funding for additional signs is not currently not included in the FY 99 budget and requires additional Council authorization of $20,000.

Equip the Meters with Lights

Staff is proposing to add lights to the pay stations and to provide better lighting of the instruction panels. The small fixtures are designed to hang above the pay stations like museum lights and utilize power from the existing light pole sources.

Some concerns with lighting meters in this manner are: 1) the existing clutter on City light poles, 2) interference and water leakage from the hanging flower baskets in the summer, and 3) vandalism.

The recommended fixture for Swede Alley is different from Main Street and is a lower voltage solution which would provide ample light to the meter "P" hat and instruction panel. The total cost to outfit all parking meters is $16,000. Funds for the lighting fixtures are not included in the FY 99 budget and require additional Council authorization.

Marketing and Public Relations

The transportation staff is currently developing a program to enhance the image of the parking program by focusing on benefits associated with the concept of "available" Main Street parking such as : 1) more space availability 2) better access to shopping and 3) more people using transit. The increases in utilization of public transportation services and facilities are direct benefits to residents of Park City, and should be highlighted to achieve program buy-in.

Local discounts should be marketed. The purpose of this would be to achieve a higher level of local buy-in for the smart-cards and the hang-clocks.

Specific projects currently underway are:

- A channel 8 television commercial which describes the parking program, effective dates, meters, smart cards, and hang-clocks;
- Several black and white ads for local newspapers which are grass roots in their approach and which target the general motoring public.
- A locals mail-out packet which contains information about the program, a newsletter, and transit schedules;
- A Main Street Merchant Parking Kit which contains meter instructions, employee options, tokens, transit schedules, and parking regulations. This kit will be distributed to the local merchants.

The anticipated expenditure for the marketing program, which includes token giveaways is $20,000. This marketing effort is not currently budgeted in FY 99 and requires Council authorization.

Long-Term Policy Issues

The most important long-term policy issues associated with the program are year-round operation, elimination of Sundays, and addressing scofflaw violators. Staff intends to establish a new parking advisory committee to address these issues. No action on these issues will be sought until the items are discussed by a new parking panel.

Year-Round Program

Pay and non-pay seasons have led to confusion about the parking program, as evidenced by comments received at Public Works. The less "institutional" a parking system is, the more difficult it is to understand. Motorists are unclear of when the restrictions are in effect. Seasonality of the program makes it difficult to educate users. It is estimated that revenues received during the off-season would be less than those received during the peak season. However, extending the program to year-round operation would likely result in a positive revenue-expense scenario.

No Collection or Enforcement on Sunday

Staff has received ongoing complaints regarding the enforcement of meters on Sunday. The general practice of most parking programs is to avoid Sunday enforcement. Several reasons include: perceived parking "norms" and "ethics", and logistics surrounding scheduling of enforcement. Exempting Sundays from enforcement would require modifications to existing signs and meter face plates. The change would be welcomed by locals and visitors who do not expect to pay for parking on Sunday. Enforcing only time limits on Sunday and exempting meter payment would be too confusing and is not recommended. Analysis which tracks the income from previous Sundays during both seasons plus enforcement savings can be estimated to indicate the potential loss of revenue. This is a change which can be implemented before the season begins if necessary.

Strengthen Penalties against Repeat Offenders

Similar to every other parking enforcement program, the system is being tested by accruals of unpaid tickets. Currently, the system is set up to negatively impact a scofflaw's credit rating, which has had little or no effect on payment behavior. Staff fears that if no adverse impact is felt by scofflaws, the negative word-of-mouth advertising will erode the effectiveness of the enforcement program.

D. Department Review. This memorandum has been reviewed by the Finance Department and the City Manager.

ALTERNATIVES:

A. **Authorize proposed winter improvements for signs, lighting, and marketing in the amount of $56,000.**

B. **Modify proposed winter improvements.**

C. **Continue the item.**

SIGNIFICANT IMPACTS:

A. Endorsing the proposed winter improvements allows for immediate changes necessary to improve the function of the program. The signing, lighting and marketing plans are anticipated to cost $56,000. The source of revenue for the proposed improvements is the transportation and parking fund's retained earnings balance.

B. Additional changes and improvements suggested by the Council can be implemented but may require special authorization if they do not fall within already existing budget constraints.

C. Delaying all modifications will result in the same issues which plagued the system last winter.

<u>**RECOMMENDATION**</u>:

Authorize staff to improve signs, install lighting, and implement marketing efforts for the upcoming winter season. The total amount of authorization requested is $56,000.

Exhibit A

Pay Parking Revenues and Expenses
July 1, 1997 - Aug 31, 1998

	FY 1998				
Revenues:	**Winter** (July to April 15th)	**Spring** (April 15th to June 30)	**FY 98 Total**	**Summer** July - Aug 98	**Program To Date**
Type					
Parking Tickets	$78,985	$9,839	$88,824	$10,102	$98,926
Parking Permits	$7,291	$1,515	$8,806	$2,735	$11,541
Sale of In-Car Meters	$34,689	($28)	$34,661	$8,632	$43,293
Sale of Quick Cards	$3,505	$0	$3,505	$1,870	$5,375
Sale of Tokens	$11,123	$210	$11,333	$1,337	$12,670
Parking Meter Revenue	$121,427	$7,320	$128,747	$79,212	$207,959
Total Revenue	**$257,020**	**$18,856**	**$275,876**	**$103,888**	**$379,764**
Expenses:					
Type					
Personnel	$59,786	$25,706	$85,492	$32,413	$117,905
Services and Supplies	$113,737	$35,731	$149,468	$5,662	$155,130
Street Signs	$51,143	$3,977	$55,120	$8,268	$63,388
Ampco Contract	$58,335	$41,668	$100,002	$33,334	$133,336
Parking Meters	$18,879	$13,485	$32,364	$10,788	$43,152
Total Expenses	**$301,880**	**$120,567**	**$422,446**	**$90,465**	**$512,911**
Gain or Loss	**($44,860)**	**($101,711)**	**($146,570)**	**$13,423**	**($133,147)**

Possible Forgone Revenue:

Program	Winter	FY 98 Total	
Promotions	$16,385	$16,385	$10 Quick Cards, Rideshare Incentive, Main Street Tokens, etc.
Changes in Permitted Areas	$32,000	$32,000	Decision to Permit China Bridge (all of 3rd & part of 2nd)
Parking Ticket Warnings (Soft Start)	$58,725	$58,725	6,525 warnings issued during winter of 98 at $15 each (60% collection rate)
		$28,341	3,149 courtesy cards issued during Summer 98 at $15 each (60% collection rate)
Total Possible Forgone Revenue	**$107,110**	**$135,451**	

PARK CITY 1884

CITY COUNCIL STAFF REPORT

DATE: October 12, 1998
DEPARTMENT: Community Development Department
AUTHOR: Megan B. Ryan
TITLE: Lots 16 and 17 of Block 24 of the Amended Park City Survey known as 560 and 562 Main St.
TYPE OF ITEM: Plat amendment - Legislative

SUMMARY RECOMMENDATIONS:

Conduct a Public Hearing and consider the Planning Commission's to adopt an ordinance amending the Park City Survey, Block 24, Lots 16 and 17 to create one 28' x 75' lot and one 22' x 75' lot.

PROJECT DESCRIPTION:

Applicant: Steve Deckert, Alliance Engineering representing James Carr
Location: 560/562 Main St.
Proposal: Plat amendment to create to amend the dimensions of two platted lots.
Zoning: Historic Commercial Business, (HCB)
Adjacent Uses: Commercial
Date of Application: July 16, 1998

A. Topic/Background

The Planning Commission forwarded a positive recommendation to the Council on this item at their meeting of September 23, 1998. This application is a request for a plat amendment to amend the dimensions of two platted lots on Main Street.

The project site is located in the HCB zone in the Historic District where there is no minimum requirement for lot sizes. A historic structure exists on Lot 17. The plat amendment is being requested in order to resolve the encroachment of the existing historic structure on Lot 17. The lots are platted as 25' x 75' and the historic structure on Lot 17 encroaches on Lot 16 by approximately 2.13' to 2.36'. The proposed amendments will create two platted lots of approximately 28' x 75' on Lot 17 and 22' x 75' on Lot 16.

B. <u>Analysis</u>

The proposed dimensions on the lots will resolve the issue of encroachment but will result in a narrower façade on any new building on Lot 16. As the patterns of storefronts historically varied on Main Street, the staff is not concerned with a 22' façade width on Lot 16.

The staff is more concerned with the loss of a historic trail that connects Main Street to Swede Alley. Lilac bushes and the two historic structures surround the dirt path at 562 and 558 Main Street. The staff and Commission discussed the possibility of requiring an easement for the path but there was not support of the motion at the Commission level. The Commission asked the legal staff to investigate the possibility of a prescriptive easement on Lot 16 and to discuss the issue with the Council. The Legal Department is preparing a response to this question for the Council's review. The City Attorney's comments will be faxed to Council members prior to Thursday meeting.

Window openings currently exist on the side of the historic structure at 562 Main and may have to be removed in order to resolve fire code separation issues. The applicant has proposed to add a note to the plat, #3, that identifies the potential issues. The historic structure is also not currently fire sprinkled and must be as a condition of this plat amendment. Staff has conditioned the plat in order to ensure compliance with all fire code issues.

The historic structure at 562 Main St. does not currently have a façade easement and the staff has requested that the applicant consider entering into one with the City to ensure the preservation of the façade. The Planning Commission has forwarded a positive recommendation on this plat with the façade easement as a condition of approval.

C. <u>Department Review.</u>

The City wide staff team and the City Attorney's Office have reviewed this request. Issues raised at the staff meeting will be addressed through final conditions of approval.

D. Notice
All owners within the 300' of the property were noticed on August 10, 1998. No input has been received at the time of this report. No public input was given at the public hearings held on August 26, 1998 or on September 23, 1998.

ALTERNATIVES

A. **Approve the amendment to the Park City Survey Lot 16 and 17, Block 24.**
B. **Deny the proposed amendments and retain the original recorded plats, which could be developed separately with encroachment agreements.**
C. **Continue the item for further discussion and information.**

SIGNIFICANT IMPACTS:
The proposed amendments will create two platted lots of approximately 38' x 75' on Lot 17 and 22' x 75' on Lot 16. The southern façade of the historic structure will be altered when construction occurs on Lot 16. An informal pedestrian connection along with significant vegetation will be lost when construction occurs on Lot 16.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:
If a plat amendment were not approved encroachment agreements would be required between the owner of Lot 16 and Lot 17.

RECOMMENDATION:
Staff recommends that the Planning Commission conduct a public hearing, consider public input, and consider staff's recommendation to forward a positive recommendation to the City Council to approve the proposed amendment to the Park City Survey, Lots 16 and 17, Block 24 based on the following:

Findings:
1. The parcel is located in the Historic Commercial Business (HCB) zoning district.
2. An historic structure exists on Lot 17. Window openings currently exist on the south side of the building.
3. The historic structure currently does not have fire sprinklers.
4. A pedestrian pathway exists on Lot 16 that connects Swede Alley to Main Street.
5. The pathway on Lot 16 is lined with several mature lilac bushes.
6. The proposed amendments will create two platted lots of approximately 28' x 75' on Lot 17 and 22' x 75' on Lot 16.
7. Any visual impacts resulting from this amendment will be mitigated to the best extent possible through the Historic District Design review process.

Conclusions of Law:
1. The plat amendment is in compliance with Chapter 15 of the Land Management Code.

2. There is good cause for the revision as the encroachment issue on Lot 16 will be resolved and a façade easement will be provided for.
3. Neither the public nor any person will be materially injured by the proposed plat revision.

Conditions:
1. City Attorney and City Engineer review and approval of the amended plat for compliance with Land Management Code, Utah State Code and these Final Conditions of Approval is a condition precedent to plat recordation.
2. A Façade easement for the historic structure on Lot 17 shall be executed for the benefit of the City prior to plat recordation.
3. The mature lilac bushes on Lot 16 shall be relocated to a Swede Alley location to be determined by the City landscape architect. The relocation plan shall be submitted in conjunction with the issuance of any building permit issued for the lot.
4. The historic structure located on Lot 17 must comply with Uniform Building Code Standard 9-1 to the satisfaction of the Chief Fire Marshal prior to final signature approvals by the City for this plat.
5. A construction mitigation plan will be required to be submitted and approved prior to the issuance of any building permit for either lot.
6. If the amendment is not recorded within one year of this approval date this approval shall become null and void.

Exhibits

Exhibit A - Ordinance
Exhibit B - Location Map
Exhibit C - Proposed plat

ORDINANCE NO. 98-___

AN ORDINANCE APPROVING AN AMENDMENT TO LOT 16 AND LOT 17, BLOCK 24 OF THE PARK CITY SURVEY KNOWN AS 560 AND 562 MAIN STREET, PARK CITY, UTAH

WHEREAS, the owners of the property known as 560 and 562 Main St. petitioned the City Council for approval of a amendment to the final plat; and

WHEREAS, proper notice was sent on August 10,1998 and the City Council held a public hearing to receive input on the proposed amendment on; and

WHEREAS, it is in the best interest of Park City to approve the amendment, and

WHEREAS, there is good cause for the revision as the reconfiguration allows for resolution of an encroachment issue and provides for a façade agreement; and

WHEREAS, neither the public nor any person will be materially injured by the proposed plat revision.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Park City, Utah, as follows:

<u>SECTION 1</u>. The amendment to Park City Survey, Lots 16 and 17, Block 24, is approved as shown on the attached Exhibit C with the following findings, conclusions and conditions:

Findings:

1. The parcel is located in the Historic Commercial Business (HCB) zoning district.
2. An historic structure exists on Lot 17. Window openings currently exist on the south side of the building.
3. The historic structure currently does not have fire sprinklers.
4. A pedestrian pathway exists on Lot 16 that connects Swede Alley to Main Street.
5. The pathway on Lot 16 is lined with several mature lilac bushes.
6. The proposed amendments will create two platted lots of approximately 28' x 75' on Lot 17 and 22' x 75' on Lot 16.
7. Any visual impacts resulting from this amendment will be mitigated to the best extent possible through the Historic District Design review process.

Conclusions of Law:

1. The plat amendment is in compliance with Chapter 15 of the Land Management Code.
2. There is good cause for the revision as the encroachment issue on Lot 16 will be resolved and provide a façade easement.

3. Neither the public nor any person will be materially injured by the proposed plat revision.

Conditions:

1. City Attorney and City Engineer review and approval of the amended plat for compliance with Land Management Code, Utah State Code and these Final Conditions of Approval is a condition precedent to plat recordation.
2. A Façade easement for the historic structure on Lot 17 shall be executed for the benefit of the City prior to plat recordation.
3. The mature lilac bushes on Lot 16 shall be relocated to a Swede Alley location to be determined by the City landscape architect. The relocation plan shall be submitted in conjunction with the issuance of any building permit issued for the lot.
4. The historic structure located on Lot 17 must comply with Uniform Building Code Standard 9-1 to the satisfaction of the Chief Fire Marshal prior to final signature approvals by the City for this plat.
5. A construction mitigation plan will be required to be submitted and approved prior to the issuance of any building permit for either lot.
6. If the amendment is not recorded within one year of this approval date this approval shall become null and void.

<u>SECTION 2</u>. This ordinance shall take effect upon publication.

DATED this the day of October 22, 1998.

PARK CITY MUNICIPAL CORPORATION

____

Bradley A. Olch, Mayor

ATTEST:

____

Janet M. Scott, City Recorder

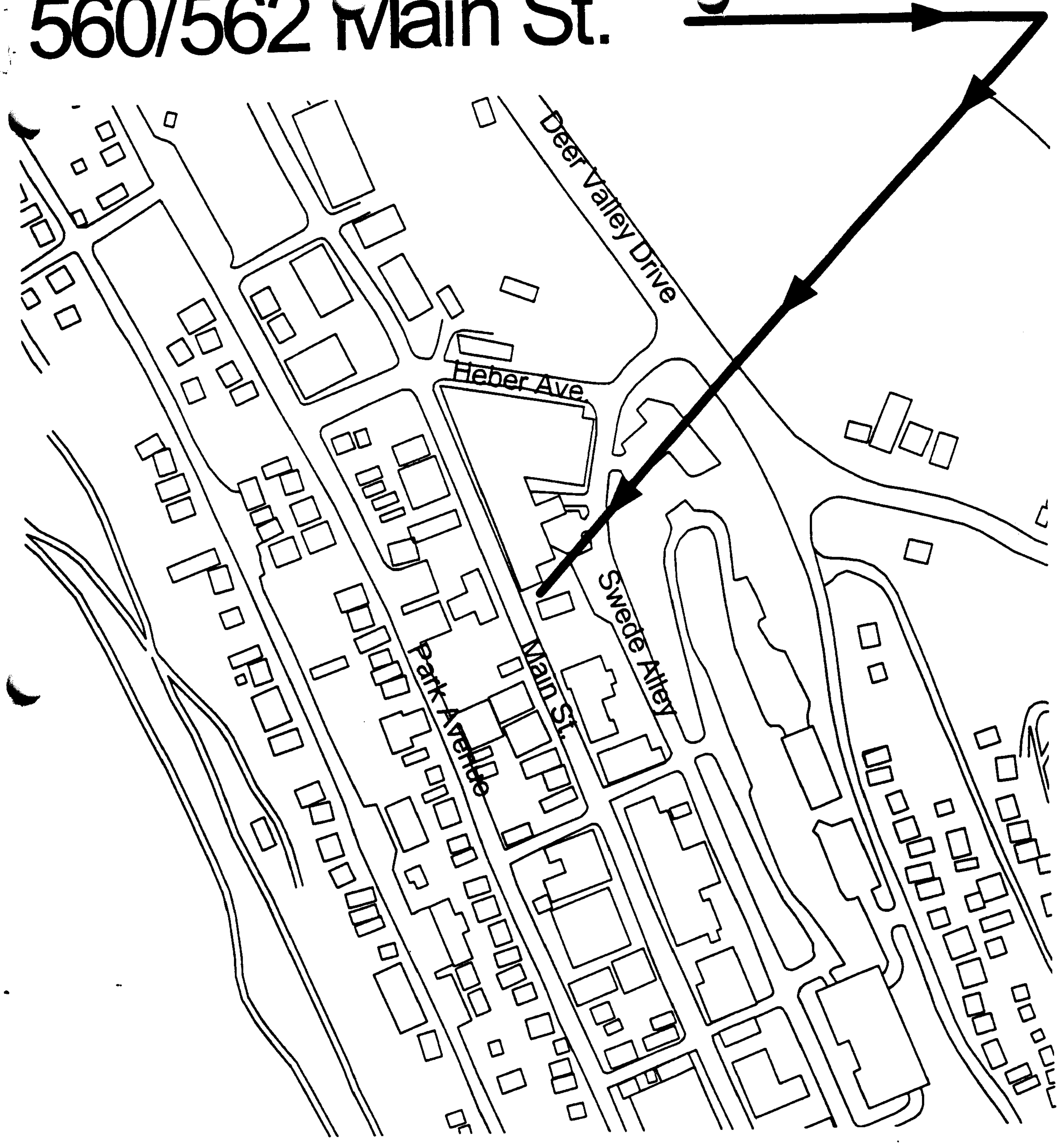
APPROVED AS TO FORM:

____

Mark Harrington, Assistant City Attorney

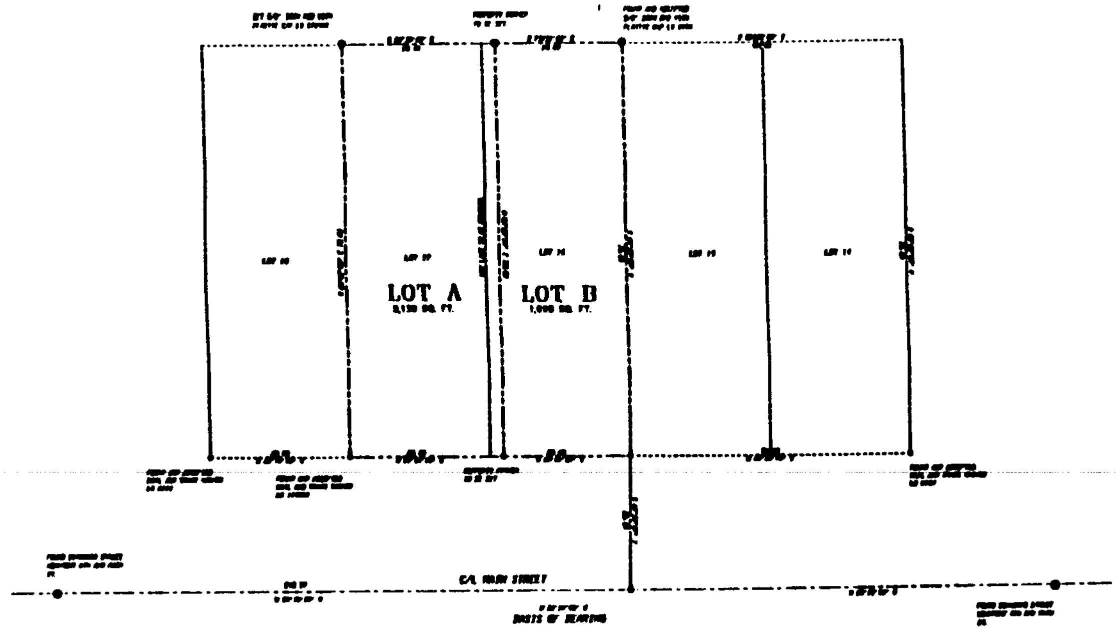
\\ZEUS\CDD\CDD\MR\COUNCIL\CC98\5602MAIN.DOC

560/562 Main St.



PARK CITY 1884

EXHIBIT B



OWNERS DEDICATION AND CONSENT TO RECORD

ACKNOWLEDGEMENT

SURVEYORS CERTIFICATION

BOUNDARY DESCRIPTION

NOTES

LOT LINE ADJUSTMENT
CARR REPLAT

SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERI
PARK CITY, SUMMIT COUNTY, UTAH

EXHIBIT C

1 OF 1

ALLIANCE ENGINEERING INC.

ALLIANCE ENGINEERING INC.	SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
		CHAIRMAN	PARK CITY ENGINEER	PARK CITY ATTORNEY	PARK CITY RECORDER	MAYOR	FEE RECORDER

JUL 16 1998

PARK CITY
PLANNING DEPT.

PARK CITY
1884

DATE: October 22, 1998
DEPARTMENT: Administrative Services/District Court
AUTHOR: Robert W. Stephens
TITLE: Administrative Services Director
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Authorize staff to enter into a Contract and Lease Agreement with the Administrative Office of the Court of the State of Utah for the secondary site of the Third District Court in Park City in an amount of $130,630.

DESCRIPTION:

A. **Topic:** Each year the City enters into a Contract and Lease Agreement with Administrative Office of the Court to reimburse Park City Municipal Corporation for staffing and providing the space for the Park City Third District Court site. Attached is the proposed contract for FY1998-99.

B. **Background:** The Park City District Court operation is funded through a lease agreement with the State of Utah Courts System. Each year staff does an analysis of the anticipated expenditures for the coming year and submits a request to have this figure reimbursed by the State. Staff has successfully negotiated with the Court Administrators Office for an increase in staff size from 2.0 FTE to 2.75 FTE to handle the increase volume of cases and the decrease in computer speed affecting the State Court computer system. The contract amount for FY1997-98 was for $109,722 and this year (FY98-99) staff has negotiated a substantial increase to $130,630. The increase of $20,908 is due primarily to an increase in the personnel line of $19,970. Most of the increase in the personnel line is directly due to the increase in staff size with the remaining portion covering the increases to the City's pay plan.

The City was also successful in renegotiating the square footage cost paid by the State for use of City Hall space for the Court operation. The total square footage was reduced due to the City taking back the full-time use of the jury room as part of the space needs strategy. This was accomplished by moving all trials including jury trials to the Silver Creek Justice Center. To offset this reduction in lease revenue, staff was able to get the State to raise the per square foot rate from $9.32 sq. ft. to $13.50 sq. ft.

C. **Analysis:** This is a straight forward lease agreement that is similar to the ones the City has entered into with the State Courts for more than a decade. The City was successful in increasing the number of staff positions which should translate into better service for Park City citizens and guests. This contract covers the costs of the Court operation and requires no subsidy from the City's budget. The annual net lease revenue increases despite an decrease in actual square footage.

D. **Department Review:** The Lease Agreement and Contract have been reviewed by the Legal Department and the Finance Manager.

SIGNIFICANT IMPACTS: The Contract and Lease Agreement before you would be retroactive to July 1, 1998. If Council approves the action, the City will sign the agreement and forward to the State immediately to receive the reimbursements that are due the City.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Delaying the approval of this action results in delaying the State's reimbursement to the City.

RECOMMENDATION: Authorize staff to sign the Contract and Agreement with the Administrative Office of the Court for FY1998-99 as attached.

COURT LOCATION PARK CITY

Secondary Loc. ______
Municipal Dept. X

I.	**Materials and Supplies**	
	Office Expenses and Supplies (Including Printing)	2,681.00
	Equipment Supplies & Maintenance	361.00
	Telephone	1,167.00
	Postage	645.00
	Photocopy & Fax Expenses	0.00
	Other Miscellaneous	0.00
	Total Materials & Supplies	$ 4,854.00
II.	**Clerical Support**	FTE: 2.75
	Salaries & Benefits	$ 110,507.00
III.	**Compliance Audit**	$ 0.00
IV.	**Data Processing**	$ 0.00
V.	**Sub-Total of Items I-IV**	$ 115,361.00
	Square Footage 1,131.0	
	Rate 13.50	$ 15,269.00
	Cost of Living Adjustment	$ 0.00
	Sub Total	$ 15,269.00
VI.	**TOTAL AGREEMENT**	$ 130,630.00

*Pursuant to 78-3-13.4, 78-4-20

Pursuant to the provisions of Paragraph B of Contract #84-0639, Paragraph E is amended to reflect the above contract amount of $ 130,630.00 for fiscal year 1998-1999 and shall be allocated in accordance with the above schedule.

The total amount listed above represents the maximum that will be reimbursed under this Agreement. The City/County shall not use these funds for any purpose other than to support the costs of the courts as herein above listed.

harmless and defend the State, A.O.C., and the District/Circuit Court and their employees, officers and authorized agents from and against any and all claims, damages, actions, costs and charges including attorney's fees, arising out of or by reason of the City/County or City/County's employees acts or failures to act.

Section 17-20-1, UCA, County Clerk - District Court Clerk duties, states, "The County Clerk is the Clerk of the governing body of the County. He shall act as Clerk of the District Court in secondary counties of the State District Court Administrative system and those counties not in the system, and shall perform the duties listed in UCA Section 78-3-30." During the period covered by this Contractural Agreement, the Clerk of Court and clerical staff of all district court locations are required to attend twenty (20) hours of education programs provided by the State Court System. Of the 20 education hours, 5 hours will be skill based and 3 hours will be for personal development.

Effective Date: JULY 1, 1998

____
City/County Official

____
Gordon Bissegger
Administrative Services Director/AOC

Approved as to availability of funds:

____
State Division of Finance

Approved as to form:

____
General Counsel, A.O.C.

____
Fred Jayne
Budget & Finance Director/AOC

interoffice
MEMORANDUM

to: Honorable Mayor/Members of City Council

from: Janet M. Scott

subject: World Population Awareness Week

date: October 16, 1998

The Mayor's Office was contacted by The Population Institute in Washington, D.C. to adopt the following Resolution.

The Institute has contacted cities throughout the county and we have been advised that Governor Leavitt has also agreed to execute the proclamation on behalf of the state.

Resolution No. __-98

RESOLUTION PROCLAIMING THE WEEK OF OCTOBER 25 THROUGH OCTOBER 31, 1998 AS WORLD POPULATION WEEK IN PARK CITY, UTAH

WHEREAS, many state and local governments are confronted with environmental and societal challenges such as diminishing open space, water shortages, traffic congestion, inner city decay, curtailment of basic services, climate changes, and the spread of infectious diseases; and

WHEREAS, these challenges are inextricably linked to patterns of considerable demographic change, such as areas west of the Mississippi River doubling in population size as rapidly as Africa, the world's fastest growing region; and

WHEREAS, urban areas have historically served as centers of trade, transportation, industry and markets providing the economic and cultural diversity and vitality that often define the very nation or region in which they are located; and

WHEREAS, the detrimental aspects of urbanization are most severe in developing countries, where grinding poverty and lack of resources compound their impact, but industrialized countries, with their consumptive lifestyles, are also extremely vulnerable to their consequences; and

WHEREAS, urban areas of the industrialized world are expected to absorb over one billion additional people in the final quarter of the 20th century and another two billion in the first quarter of the 21st century; and

WHEREAS, since the mid-twentieth century, the world's urban population has grown from 750 million, or 30 percent of the world total, to 2.28 billion, or 43 percent of the total; and

WHEREAS, over 50 percent of the world's more than six billion people are expected to live in urban areas early in the next century, and by the year 2020 urban population is expected to exceed five billion, or 61 percent of the world total; and

WHEREAS, urbanization worldwide may be the most distinctive and significant demographic characteristic of this century and for the foreseeable future; and

WHEREAS, the challenges of rapid population growth and urbanization call for innovative leadership to ensure resource conservation, protection of open space, waste prevention, sanitation management and a higher quality of life;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Park City, Utah proclaim the week of October 25 through October 31, 1998 as:

WORLD POPULATION AWARENESS WEEK

and call upon all citizens to reflect upon these challenges and seek rational, humanitarian, community-based solutions.

PASSED AND ADOPTED this 22nd day of October, 1998.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____

Janet M. Scott, City Recorder

PARK CITY
1884

CITY COUNCIL STAFF REPORT

Date: September 3, 1998
Department: Community Development Department
Title: 350 ½ Main Street Plat Amendment to the Park City Survey, partially lots 12 & 13 of Block 22 and Lots 13, 14 & 15, Block 69
Type of Item: Legislative

Summary Recommendations

Conduct a public hearing and consider adopting the attached Ordinance approving a plat amendment as conditioned to combine partially lots 12 & 13 of Block 22 and Lots 13, 14 & 15 of Block 69 of the Park City Survey.

A. Topic:

Applicant: Aaron Hoffman
Location: 350 ½ Main Street
Proposal: Replat portions of lots 12 & 13 of Block 22 and lots 13, 14 & 15 of Block 69.
Zoning: Historic Commercial Business (HCB)
Adjacent Land Uses: Commercial/Public Right-of-Way
Project Planner: Kevin LoPiccolo
Date of Application: August 5, 1997

B. Background:

On May 27, 1998, the Planning Commission voted to forward to City Council a positive recommendation to approve the final plat amendment to combine property at 350 ½ Main Street. The City Council reviewed the plat amendment on September 3, 1998, but elected to continue the meeting to allow the owners of 350 ½ Main Street and the Main Street Mall to settle their differences on the language of an easement for the tunnel that runs under the subject property that connects to the mall. The City Attorney's Department has issued a memorandum to Council which will further explain the issues surrounding the easement (Exhibit D-Easement Agreement).

The property consists of portions of lots 12 and 13, of Block 22, and Lots 13,14 & 15, Block 69 of the Park City Survey. The site is currently vacant and is adjacent to the Seafood & Oyster Company. The lots front Swede Alley and connect to Main Street with a walkway between the Seafood & Oyster Company and Sgt.Leisure.

The purpose of the plat amendment is to combine portions of lots 12 & 13 of Block 22 and Lots 13, 14 & 15, of Block 69 into one parcel of record.

The applicant's objective is to construct a building along Swede Alley and cover the existing walkway from Swede Alley to Main Street. The walkway is currently covered under a temporary permit. The Uniform Building Code does not permit any structure to cross property lines. This request will remedy the existing situation and allow the applicant to eventually construct a new building along Swede Alley. The applicant at some point will present an HDC Design Review application for the proposed addition.

The existing covered walkway allows access to Swede Alley to Main Street will be maintained considering the potential of area along the walkway to be converted for a business use. A condition has been added to assure that the existing walkway will be maintained for access from Swede Alley to Main Street.

C. <u>Analysis:</u>

The proposed plat amendment is consistent with all requisite Land Management Code requirements. The request will combine two partial lots in Block 22 and lots 13, 14 & 15 of Block 69. Although the intent of the lot combination is to construct a new building, it will also achieve a legal conforming lot in that will enable the property owner to construct a building that will not cross over property lines.

<u>Compliance:</u>

Land Management Code: The proposed plat amendment is consistent with all requisite Land Management Code requirements. The HCB Zone requires no setbacks off of property lines and has maximum height of 45 feet. Parking is required for new construction.

Parking: The applicant's property located next to Swede Alley (Lots 13, 14 and 15 of Block 69) was not part of the 1986 restrictive parking covenant that required the property owner to maintain the lot for parking purposes unless an in-lieu fee is paid to Park City. The applicant understands that all parking requirements will have to comply with the Land Management Code as a result of new construction. Any fees will be calculated and submitted at time of building permit issuance.

Sidewalk: Along Swede Alley, by prior agreement with the city, the applicant is required to construct a five foot sidewalk from Fourth Street south to 350 Main Street Seafood and Oyster Company. The sidewalk shall be installed prior to the building's Certificate of Occupancy.

Utilities: The newly created parcel will abut Trouts which is under separate ownership. Access to utilities and fire exiting is under review by the Engineering & Building Departments. An easement and utility relocation will be a condition of approval to address this issue.The project will get its gas and water from Main Street, because Swede Alley has no gas lines or water mains at this location, because it is an alley.

D. Department Review:

The City's Staff Review Team and City Attorney's Office have reviewed this application and found the request to be in compliance with the Land Management Code.

Public Input:

All owners within the affected plat were noticed on May 6, 1998 when it was first heard by the Planning Commission at a public hearing. Russ Wong, owner of the Main Street Mall has had concerns regarding the easement for the underground tunnel that allows delivery access from Swede Alley to the Main Street Mall. Mr Wong has been working with the owner of 350 ½ Main Street, Aaron Hoffman to work on an agreeable solution for both affected parties.

Alternatives:

A. Approve the proposed plat amendment allowing four lots to be combined into one lot of record as conditioned.

B. Deny the proposed plat amendment and retain the original form of the property.

C. Continue the item and request further evaluation from the staff.

Significant Impacts:

Approval of the plat amendment will allow four lots to be combined into one lot of record and will allow the construction of a new building along Swede Alley (pending HDC approval) and will eliminate the interior lot lines, allowing for new construction.

Consequence Of Not Taking The Recommended Action:

Denial of this application will preclude the applicant from constructing a building that would otherwise cross property lines in violation the Uniform Building Code. The property owner would be able to construct two individual buildings on lots 13 & 14 if this plat was denied.

Recommendation:

The Community Development Department recommends approval of the proposed plat amendment subject to the following Findings of Fact, Conclusion of Law, and Conditions of Approval:

Findings of Fact:

1. The project is located in the HCB zoning district.

2. The proposed plat amendment is required to allow construction of a new building at 350 ½ Main Street. Currently the rear lots along Swede Alley are used for parking.

3. The property owner is applying for a plat amendment to combine three partial and two full lots into a single lot of record.

4. The parcel abuts existing commercial buildings and will need to accommodate existing utility, drainage and snow release issues.

5. The applicant will provide or pay for parking as necessary for any building square footage over the 1.5 FAR allowed in the zone.

6. Overhead power lines exist on the property.

7. An underground tunnel exists from Swede Alley to the Main Street Mall.

8. The applicant agrees to install a sidewalk along Swede Alley per the 364 Main Street Plat Amendment City Council approval on November 13, 1997.

9. The applicant stipulates to all conditions of approval.

Conclusions of Law

1. There is good cause for the amendment.

2. Neither the public nor any person will be materially injured by the proposed plat revision.

3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and State subdivision requirements.

Conditions of Approval

1. The applicant shall dedicate an easement, subject to the approval of the Community Development Department staff, for the roof drain and reasonably related drainage requirements for the Trout's building. The easement shall be shown on the recorded plat for 350 ½ Main Street.

2. Prior to issuance of a full building permit for the building at 350 ½ Main Street, the property owner shall submit a plan for relocation of the existing overhead power and telephone lines. Such plan shall be subject to the reasonable review and approval of the Community Development Department staff.

3. The contractor for the building at 350 ½ Main Street shall relocate and reconnect the sanitary sewer laterals for Trout's and Chimayo, including obtaining the necessary permit to work in the Fourth Street and Swede Alley rights-of-way as determined necessary by the City Engineer. Said contractor shall also relocate and reconnect power lines and storm drain lines for Sgt. Leisure and Trout's, and the sanitary sewer lateral for Sgt. Leisure if necessary. All work shall be in accordance with the UBC, and the Park City Construction Standards.

4. The City Attorney and City Engineer's review and approval of the final form and content of the amended plat is a condition precedent to recording the plat.

5. The owner shall construct a five-foot sidewalk to City standards along Swede Alley from Fourth Street south to 350 Main Street prior to Certificate of Occupancy of any building addition constructed on the newly created lot. An easement shall be shown on the Plat providing for public use of the sidewalk.

6. The existing covered walkway between 350 Main Street Seafood and Oyster Company and Sgt. Leisure building shall remain unobstructed and provide pedestrian access from Swede Alley to Main Street. No part of the walkway will be allowed to be converted for any use.

7. All Standard Project Conditions shall apply.

8. The final plat shall be recorded at Summit County within one year from the date of City Council approval. If recordation has not occurred within the one year time, this approval and the plat shall be considered void.

9. A financial security for all public and private improvements required by this approval shall be placed with Park City in an amount and form satisfactory to the City.

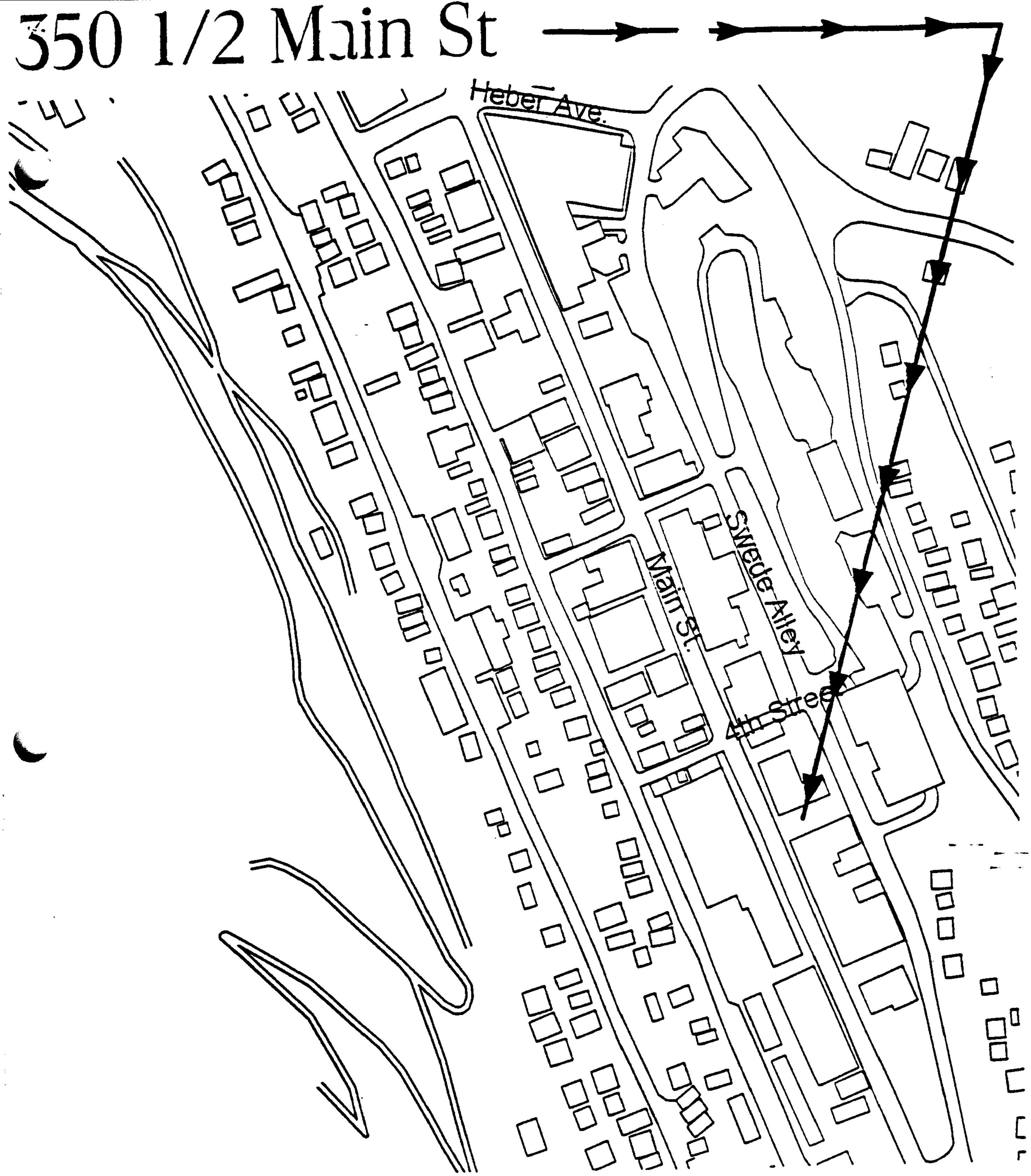
10. Pedestrian and delivery (non-vehicular) access shall be provided for the Main Street Mall north tunnel entrance to Swede Alley. The current easement, dated January 26, 1994 and recorded at Book 783, pages 283-299, Summit County Recorder, and any relocation pursuant.

11. The terms thereof, fulfills this requirement.

Exhibits:

Exhibit A -Vicinity Map
Exhibit B - Proposed Plat
Exhibit C - Proposed Ordinance
Exhibit D - Easement Agreement

350 1/2 Main St



PARK CITY 1884

Exhibit A
Vicinity Map

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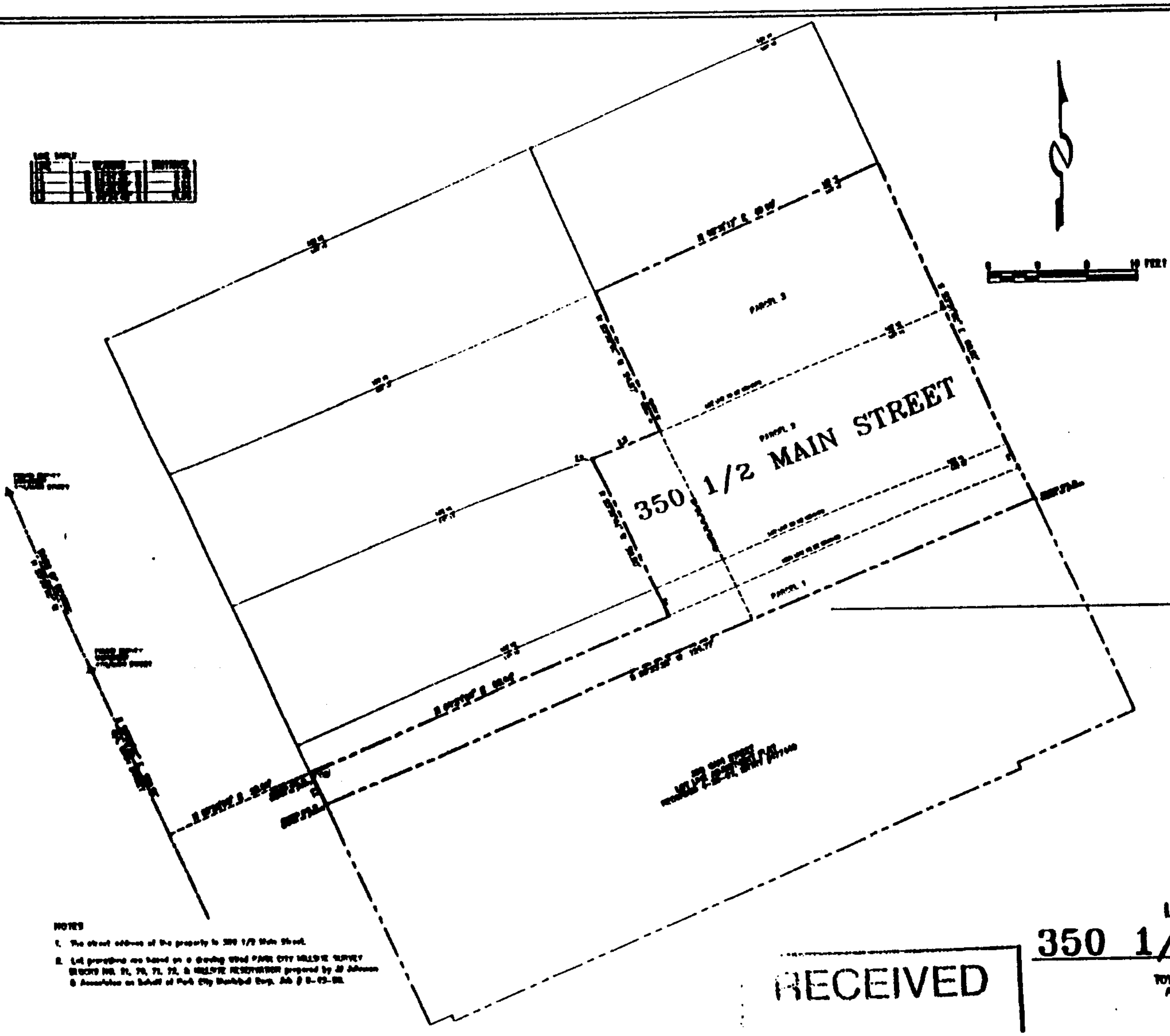

SURVEYOR'S CERTIFICATE

DEED DESCRIPTIONS

PLAT BOUNDARY DESCRIPTION

OWNER'S DEDICATION

ACKNOWLEDGEMENT

NOTES

LOT LINE ADJUSTMENT PLAT

350 1/2 MAIN STREET

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED

PAGE 1 OF 1

ALLIANCE ENGINEERING INC.

RECORDED

EXHIBIT B - PROPOSED PLAT AMENDMENT

Ordinance No. 98-

AN ORDINANCE APPROVING A PLAT AMENDMENT, AMENDING PORTIONS OF LOTS 12 & 13 OF BLOCK 22 AND LOTS 13, 14, & 15 OF BLOCK 69 OF THE PARK CITY SURVEY AT 350 ½ MAIN STREET, PARK CITY, UTAH

WHEREAS, the owner, Aaron Hoffman, of the property known as 350 ½ Main Street, have petitioned the City Council for approval of an amendment to the Park City Survey Plat; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on May 27, 1998 the Planning Commission held a public hearing to receive public input on the proposed final plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, a financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.

WHEREAS, on October 22, 1998, the City Council held a public hearing to receive input on the prposed plat amendment; and

WHEREAS, the proposed plat amendment combines lots 12 & 13 of Block 22 and Lots 13, 14, 15 of Block 69 of the Park City Survey (350 ½ Main Street) into one parcel.

WHEREAS, it is in the best interest of Park City, Utah to approve the plat amendment;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The project is located in the HCB zoning district.
2. The proposed plat amendment is required to allow construction of a new building at 350 ½ Main Street. Currently the rear lots along Swede Alley are used for parking.

3. The property owner is applying for a plat amendment to combine three partial and two full lots into a single lot of record.

4. The parcel abuts existing commercial buildings and will need to accommodate existing utility, drainage and snow release issues.

5. The applicant will provide or pay for parking as necessary for any building square footage over the 1.5 FAR allowed in the zone.

6. Overhead power lines exist on the property.

7. An underground tunnel exists from Swede Alley to the Main Street Mall.

8. The applicant agrees to install a sidewalk along Swede Alley per the 364 Main Street Plat Amendment City Council approval on November 13, 1997.

9. The applicant stipulates to all conditions of approval.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for the amendment.

2. Neither the public nor any person will be materially injured by the proposed plat revision.

3. The proposal is consistent with both the Park City Land Management Code Chapter 7 and Chapter 15 and State subdivision requirements.

SECTION 3. CONDITIONS OF APPROVAL. The proposed plat amendment attached as Exhibit A is hereby adopted with the following Conditions of Approval:

1. The applicant shall dedicate an easement, subject to the approval of the Community Development Department staff, for the roof drain and reasonably related drainage requirements for the Trout's building. The easement shall be shown on the recorded plat for 350 ½ Main Street.

2. Prior to issuance of a full building permit for the building at 350 ½ Main Street, the property owner shall submit a plan for relocation of the existing overhead power and telephone lines. Such plan shall be subject to the reasonable review and approval of the Community Development Department staff.

3. The contractor for the building at 350 ½ Main Street shall relocate and reconnect the sanitary sewer laterals for Trout's and Chimayo, including obtaining the necessary permit to work in the Fourth Street and Swede Alley rights-of-way as determined necessary by the City Engineer. Said contractor shall also relocate and reconnect power lines and storm drain lines for Sgt. Leisure and Trout's, and the sanitary sewer lateral for Sgt. Leisure if necessary. All work shall be in accordance with the UBC, and the Park City Construction Standards.

4. The City Attorney and City Engineer's review and approval of the final form and content of the amended plat is a condition precedent to recording the plat.

5. The owner shall construct a five-foot sidewalk to City standards along Swede Alley from Fourth Street south to 350 Main Street prior to Certificate of Occupancy of any building addition constructed on the newly created lot. An easement shall be shown on the Plat providing for public use of the sidewalk.

6. The existing covered walkway between 350 Main Street Seafood and Oyster Company and the Sgt. Leisure building shall remain unobstructed and provide pedestrian access from Swede Alley to Main Street. No part of the walkway will be allowed to be converted for any use.

7. All Standard Project Conditions shall apply.

8. The final plat shall be recorded at Summit County within one year from the date of City Council approval. If recordation has not occurred within the one year time, this approval and the plat shall be considered void.

9. A financial security for all public and private improvements required by this approval shall be placed with Park City in an amount and form satisfactory to the City.

10. Pedestrian and delivery (non-vehicular) access shall be provided for the Main Street Mall north tunnel entrance to Swede Alley. The current easement, dated January 26, 1994 and recorded at Book 783, pages 283-299, Summit County Recorder, and any relocation pursuant.

11. The terms thereof, fulfills this requirement.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 22nd day of October, 1998.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Bradley A. Olch

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, Deputy City Attorney

(15)

00396886 Bk00783 Pg00283-00299

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1994 JAN 28 16:56 PM FEE $67.00 BY DMG
REQUEST: FIRST AMERICAN TITLE CO UTAH

When Recorded Return to:
Brent A. Gold, Esq.
P.O. Box 1994
Park City, Utah 84060

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made this 26th day of January, 1994, by and between SWEDE ALLEY PROPERTIES, INC., a Utah Corporation, of Park City, Utah ("Grantor") and the PARK CITY MAIN STREET MALL, L.C., a Utah Limited Liability Company, of Park City, Utah ("Grantee").

WHEREAS, Grantor is the owner of certain real property located in Park City, Summit County, Utah, which is described more fully in Exhibit "A" attached hereto and incorporated herein ("Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property located in Park City, Summit County, Utah, known as the Main Street Mall and which is described more fully in Exhibit "B" attached hereto and incorporated herein (the "Mall Property"); and

WHEREAS, an underground tunnel (the "North Tunnel") connects the Mall Property and Grantor's Property; and

WHEREAS, the North Tunnel has two (2) entrances/exits, one located on the Mall Property and one located on Grantor's Property; and

WHEREAS, Grantee desires to obtain two (2) easements across Grantor's Property for the purposes set forth in this Agreement; and

WHEREAS, Grantor is willing to grant the easements to Grantee strictly in accord with the covenants, conditions and limitations set forth in this Agreement;

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00), the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF EASEMENT**. Grantor hereby grants to Grantee, without warranty or representation of any type or kind except as otherwise specifically set forth herein, the following described limited and non-exclusive easements over Grantor's Property, for the benefit of the Mall Property, subject to all of the terms, covenants, conditions and restrictions hereinafter set forth:

a. Storm Sewer Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive underground easement for storm sewer purposes (the "Storm Sewer Easement") under Grantor's Property, as described and depicted on Exhibit "C," attached hereto, for the benefit of the Mall Property, subject to all of the terms, covenants, conditions and restrictions hereinafter set forth.

(1) Scope of Storm Sewer Easement. The Storm Sewer Easement shall be limited to providing underground storm sewer access across Grantor's Property in an existing storm sewer pipe connecting the Mall Property to an existing storm sewer system in Swede Alley (a Park City road which adjoins Grantor's Property on the easterly side of said Property). The storm sewer located upon Grantor's Property shall be used and operated by Grantee, its successors and assigns, in compliance with all federal, state and local ordinances and requirements related thereto. Grantee, its successors and assigns, shall be responsible to fully maintain, repair and replace said storm sewer system, and shall be fully responsible for all costs and expenses related to such maintenance, repair and replacement as is necessary to comply with all applicable ordinances and regulations whether performed on Grantor's Property or the Mall Property.

(2) Relocation. The Grantee has been fully notified and is aware that the Grantor intends to improve and build upon Grantor's Property. Such building and improvement shall be performed in accord with the requirements, regulations and restrictions of Park City Municipal Corporation and other appropriate and required federal, state and local governmental entities and regulatory agencies. At the time of commencement of construction and development upon Grantor's Property, and following the giving of not less than thirty (30) days written notice to Grantee, or its successors and assigns, the Grantee agrees to relocate, expand or limit the storm sewer system and the Storm Sewer Easement as may be necessary to comply with all requirements of the appropriate governmental entities and agencies in order to accommodate and facilitate the construction upon Grantor's Property. The Grantor agrees to make good faith and reasonable efforts to see that relocation is not required or is minimized. No warranty is made or given by Grantor that relocation, expansion or revision of the existing storm sewer system will not be required by the governmental entities responsible for said storm sewer system.

The Grantor and Grantee specifically agree that the Grantor is reserved the right, at time of construction upon Grantor's property, to make connection to the storm sewer system running across Grantor's Property for purpose of providing necessary and required storm sewer drainage systems for the building and development to occur upon Grantor's Property. The cost and expense necessary to relocate, expand or limit the Storm Sewer System and the Storm Sewer Easement shall be borne by Grantor and Grantee as follows:

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(a) the costs and expense of any required expansion, relocation or revision of the Storm Sewer System which is directly attributable to the requirements and use by the Grantee and the Mall Property shall be borne by the Grantee and its successors and assigns;

(b) the cost and expense necessary to make the connection to the Storm Sewer System from the building to be constructed upon Grantor's Property shall be borne by the Grantor, or his successors and assigns;

(c) the cost and expense necessary to expand the Storm Sewer System which is directly attributable to the increased use necessitated by the building and development upon Grantor's Property shall be borne by the Grantor, his successors and assigns;

(d) Upon commencement of construction and the placing of the footings and foundation necessary for the building to be constructed upon Grantor's Property, it is anticipated that the Storm Sewer System will be uncovered, disconnected, relocated, reconnected and the required trenching then backfilled. All costs and expense related to such matters shall be borne by the Grantor.

Grantee, its successors and assigns, specifically agree to cooperate in good faith with Grantor to modify the easement rights granted herein, and to facilitate the construction, building and development which is to occur upon Grantor's Property.

b. Ingress and Egress Easement. Grantor further grants to Grantee a non-exclusive Ingress and Egress Easement (the "Ingress and Egress Easement") over Grantor's Property, as described and depicted in Exhibit "D" attached hereto. The Ingress and Egress Easement shall be for the benefit of the Mall Property, subject to all terms, covenants, conditions, restrictions and limitations set forth herein, and shall provide access across Grantor's Property to the entrance/exit of the North Tunnel for the purposes set forth herein.

(1) Scope and Purpose of Ingress and Egress Easement. The Ingress and Egress Easement shall be limited to the right of Grantee, its invitees, licensees, agents and employees to access the Mall Property through the North Tunnel for the limited purpose of providing delivery services and trash removal to and from the Mall Property across Grantor's Property. The Grantee shall also have limited general Ingress and Egress over the easement for Grantee's tenants on the basement level of the Mall Property. The limited general Ingress and Egress is not intended to serve the general public or other of Grantee's tenants in the Mall Property. Grantee shall take all reasonable steps to assure that Ingress and Egress is limited to the restricted purpose set forth herein. Grantee shall also have the right to locate and use

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trash bins upon the Ingress and Egress Easement area, provided that such trash bins are in compliance with all applicable regulations and requirements of all proper and authorized governmental entities and agencies. All trash bins shall be located within the Ingress and Egress Easement area, and shall be restricted to that area immediately adjacent to the entrance/exit of the North Tunnel, and shall not be located any further than twenty-five (25) feet in an easterly direction from the entrance/exit of the North Tunnel adjacent to the westerly boundary to Grantor's Property. The Grantee shall strictly maintain and keep the trash bin area in a clean and sanitary condition, in accord with the maintenance and repair conditions as more particularly set forth hereafter.

The Grantee has been informed and advised that there may exist the potential for flood hazards and damage related thereto by reason of Grantee's use of the Ingress and Egress Easement. Grantee, its successors and assigns, promises and agrees to indemnify and hold the Grantor, and his successors and assigns, harmless from any and all claims, causes of action, damage and liability, of any type or kind, including costs and attorney fees, related to or arising from the permitted access across Grantor's Property, which claims, causes of action, damage and liability specifically includes those matters related to flooding and water damage and liability. The Grantee may at its sole and exclusive cost and expense construct improvements upon the Ingress and Egress Easement to avoid the potential for flood hazards. Any such improvements shall be constructed pursuant to plans approved by the Grantor and by proper and required governmental authority, which plans shall not interfere with the intended building and development upon Grantor's Property. Grantee shall accept all responsibility and liability related to the placement of such improvements, and shall specifically indemnify and hold the Grantor harmless from any and all flood and water damage which may occur in, on or about the Ingress and Egress Easement, the Mall Property, and in the North Tunnel, from any cause whatever, excepting only those matters which arise from the negligent or willful misconduct of the Grantor. Grantee expressly agrees that Grantor's allowing the present conditions to continue, and Grantor's allowing Grantee to make improvements as above said, shall not under any circumstance constitute negligent or willful misconduct on the part of Grantor.

(2) <u>Relocation</u>. The Grantee has been fully notified and is aware that Grantor intends to improve and build upon Grantor's Property. Such building and improvements shall be performed in accord with the requirements, regulations and restrictions of the Park City Municipal Corporation and other appropriate and required federal, state and local governmental entities and regulatory agencies. At the time of commencement of construction and development upon Grantor's Property, and following the giving of not less than thirty (30) days written notice to Grantee, its successors and assigns, the Grantee agrees, at its

sole and exclusive cost and expense, to relocate, expand or limit the Ingress and Egress Easement as reasonably required by Grantor, and as may be necessary to comply with all requirements of the appropriate governmental entities and agencies in order to accommodate and facilitate the construction upon Grantor's Property.

(3) Snow Removal, Maintenance and Repair. The Grantee acknowledges and agrees that it is the responsibility of the Grantee, its successors and assigns in interest to the Mall Property, to provide all necessary snow and ice removal, maintenance, repair and replacement, over, upon and about the Ingress and Egress Easement. Grantee specifically agrees that it will maintain the trash bin area in a clean and sanitary fashion, and will take all necessary action to insure that garbage does not overflow from the trash bin receptacles and spill upon the Ingress and Egress Easement and Grantor's Property. Any and all reasonable expenses that Grantor may incur in enforcing Grantee's obligation to maintain the Ingress and Egress Easement and Grantor's Property in clean and sanitary fashion and to fully and completely remove snow and ice shall be the responsibility and liability of Grantee and may be enforced against the Grantee under this agreement. Grantor shall give Grantee ten (10) days prior written notice, and the right to cure any unsatisfactory maintenance and repair matters. Snow removal matters shall be handled and cured within three (3) days of written notice made and given.

(4) Temporary Easement for Existing Driveway and Ramp. There presently exists upon Grantor's Property a driveway and ramp. Grantor herewith grants to Grantee a Temporary Easement over, upon and across said driveway and ramp for purpose of Ingress and Egress to the North Tunnel and for delivery service and garbage removal service for the Mall Property. Said Temporary Easement shall be strictly limited to said purposes and shall continue from the date of this agreement until April 1, 1994 at which time this Temporary Easement shall be terminated and extinguished unless the Temporary Easement has been extended in writing by the Grantor. The Grantor agrees that the Temporary Easement shall be extended from month-to-month beyond the above said termination date in the event that construction has not commenced, or is not scheduled to immediately commence upon Grantor's Property.

During the period of time that the Temporary Easement is in force and effect, the Grantee accepts and acknowledges full responsibility for any and all snow and ice removal upon Grantor's Property as may be necessary to accommodate access to the Mall Property through the North Tunnel for the easement purposes as set forth herein. Grantee further accepts responsibility for all maintenance, repair and replacement that may be necessary to accomplish the Temporary Easement services upon Grantor's Property.

During the Temporary Easement period the Grantee further promises and agrees to fully indemnify and hold the Grantor

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harmless from any and all damage and liability of any type or kind, including costs and attorney's fees, arising from any use of the access across Grantor's Property, whether or not permissible under this agreement, or from the permitted access across Grantor's Property by the Grantee, its tenants (including employees, agents, invitees and licensees of tenants), and Grantee's employees, agents, invitees, licensees, contractors, sub-contractors, or any other person thereon found, excepting only those matters which arise from the grossly negligent and willful misconduct of Grantor. The Grantee will take all steps necessary to insure that to the fullest extent possible, access to Grantor's Property is limited to those persons, parties and entities who are entitled to use the Temporary Easement for the strictly limited purposes as set forth herein. The Grantee will further take all action necessary to insure that Grantor's Property is not used for parking purposes except by persons and parties expressly authorized in writing by Grantor.

All costs and expense that may be reasonably incurred by Grantor to assure compliance with the requirements of the Temporary Easement as above specified shall be the responsibility of Grantee and may be enforced under this agreement by the Grantor as against the Grantee, its successors and assigns. All costs and expense related to the relocation to the permanent Ingress and Egress Easement location as specified in Exhibit "D" hereto shall be borne by the Grantee. Any costs and expense related to the relocation shall be paid immediately by the Grantee, and Grantee shall prevent any liens from being filed as against Grantor's Property by reason of work, labor and materials necessary to complete such improvements. In the event that the Grantor incurs costs and expense related to the relocation to the Ingress and Egress Easement as part of Grantor's construction and development upon Grantor's Property, then Grantee shall promptly pay and reimburse Grantor that portion of Grantor's costs and expense that is fairly and reasonably related to the relocation and related improvements necessary to accommodate Grantee's easement purposes as specified herein. The total costs and expense which Grantee shall be responsible to pay under the provisions of this Paragraph, related to the relocation from the Temporary Easement to the permanent Ingress and Egress Easement, shall not exceed $4,500.00.

2. **TERM**. The Easement Agreement granted herein and the rights and obligations of the respective parties shall run with the Land and shall constitute obligations appurtenant to the respective properties as set forth and described in Exhibit "A" and Exhibit "B" attached hereto. This Agreement shall be effective and binding on the parties upon execution of this agreement. Either of the Easements granted herein, or both of them, as the case may be, shall cease, become null and void, and shall revert again to Grantor, or his successors and assigns forever, if and when, the North Tunnel is no longer used for purpose of access to and from the Mall Property, or when the storm sewer to the Mall Property is no longer used and abandoned. Upon extinguishment, the Grantee shall promptly execute and deliver to Grantor such documents, and

shall do all other acts necessary to terminate, release and reconvey said Easements to Grantor, his successors and assigns.

3. **REPRESENTATIONS AND WARRANTIES**. Grantor represents and warrants that, subject to any liens, interests or encumbrances which are of record at the date of this agreement, and such easements and encroachments that are otherwise enforceable in law or in equity, which are not of record, that Grantor is the owner of Grantor's Property described in Exhibit "A" hereto, and has the right and authority to make and enter into this Easement Agreement.

The persons or officers who signed this Easement Agreement on behalf of the Grantee hereby certify that this Easement Agreement, and the rights and obligations of Grantee created hereby, have been duly authorized and approved to make and enter into this agreement for and in behalf of the Grantee by reason of and pursuant to the bylaws, voting procedures, regulations and other applicable provisions of Grantee's business organization, and any legal authority which may regulate Grantee, whereby this Easement Agreement may be authorized and approved.

4. **INDEMNIFICATION AND HOLD HARMLESS**. The Grantee represents, warrants and covenants that Grantee shall fully and completely indemnify and hold the Grantor harmless from any and all damage and liability, including costs and attorney's fees, arising in any way from Grantee's use of Grantor's Property and from the exercise by the Grantee of the easement rights granted herein, including Grantee's easement rights under the Storm Sewer Easement, the Ingress and Egress Easement, and the Temporary Easement. The indemnification and hold harmless obligation created hereby extends to all damage and liability arising from any access across Grantor's Property by the Grantee, its successors and assigns, its tenants (including employees, agents, invitees and licensees of tenants), employees, agents, invitees, licensees, contractors and sub-contractors, or any other person found thereon, and consistent with all other provisions with this agreement, excepting only those matters which arise from the negligent or willful misconduct of Grantor. Paragraphs 1.b.(1) and (4) above, set forth particular instances in which Grantee has specifically agreed to indemnify and hold Grantor harmless in circumstances that may otherwise be deemed negligent or willful. Grantee specifically agrees that it will indemnify and hold Grantor harmless for those matters which may otherwise be deemed negligent or willful under the provisions of paragraph 1.b.(1), related to flood and water damage; and Grantor specifically agrees to protect, defend, indemnify and hold Grantor harmless from all matters which arise under the provisions of paragraph 1.b.(4), excepting only those matters which arise from the grossly negligent and willful misconduct of Grantor.

The Grantee shall at all times during Grantee's use of the easements granted herein take reasonable measures to prevent any trespass upon or other unauthorized use of the easements and

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facilities upon Grantor's Property, including without limitation, posting of signs and installation of access barriers. The indemnification and hold harmless obligation created hereby shall be an obligation appurtenant to the Mall Property and shall be affective and binding upon the Grantor, its successors and assigns.

5. **COST OF RELOCATION AND IMPROVEMENTS**. Any and all costs related to the relocation of Grantee's easements, except as otherwise expressly provided for herein, which are necessitated by Grantor's construction, building and development upon Grantor's Property shall be at the sole cost and expense of Grantee. The Grantee is informed and advised that Grantor intends to build upon Grantor's Property, and that during said building period the use by Grantee of the easements granted herein may be a limited, restricted, and in some cases suspended during the period of construction. Grantee expressly consents to such reasonable restrictions, limitations, and suspensions of the easement rights granted hereby in order to facilitate construction upon Grantor's Property, and waives any claims or causes of action that may otherwise accrue by reason of such reasonable restrictions, limitations and suspension of easement rights. Grantee further understands and acknowledges that in the event of building upon Grantor's Property, there may be significant height limitations imposed upon Grantee's Ingress and Egress Easement. Grantor agrees that in the event of construction upon Grantor's Property, then the Ingress and Egress Easement corridor shall not be less than six (6) feet, eight (8) inches in height from the floor of said corridor to the lowest hanging required improvement, whether that improvement be the ceiling of the corridor, suspended fire sprinkling system equipment, or any and all other matters which may reduce height. Grantor makes no representation or warranty that such height will be sufficient for any particular purpose or use intended by Grantee hereunder, and Grantor makes no warranty or representation that the Ingress and Egress Easement can be used by vehicular traffic by reason of said height restrictions and limitations. The Grantee expressly accepts the 6'-8" height limitation, and expressly waives any right or claim that such height is not sufficient for purposes intended by this Easement Agreement. The Grantee will accept other reasonable restrictions and limitations as are necessary to allow the building, construction and development of Grantor's Property.

6. **MECHANIC'S LIENS**. The Grantee under the terms of this agreement is permitted to perform certain limited work upon Grantor's Property. Grantee agrees that it will not permit any mechanic's liens, material men's lien, or any other similar lien to be filed against Grantor's Property in the event that Grantee has caused work, labor or material to be furnished for or on behalf of Grantee. In the event that any mechanic's lien is filed against Grantor's Property related to work performed by Grantee, then Grantee will immediately pay and discharge that lien. Any and all costs, attorney fees and expenses that Grantor may incur in defending against said Mechanic's lien shall be the obligation of

the Grantee, and shall be enforceable as against the Grantee under this agreement. The Grantee, by obtaining a bond acceptable to Grantor in amount and as to the bond surety (approval of which shall not be unreasonably withheld), may contest the validity of any mechanic's or similar lien. Upon the entry of Final Judgment as to the validity and the amount of such lien, the Grantee will immediately pay the Judgment rendered, including all costs and attorney fees, and will obtain the immediate release of the mechanic lien or similar such lien at Grantee's expense.

7. **PUBLIC PURPOSE**. No part or portion of this agreement is intended to grant or to be deemed a dedication or gift of any part or portion of Grantor's Property to the general public, for the general public, or for any public purpose. The parties intend hereby that this agreement shall be strictly for the purposes set forth herein, and shall be strictly limited to the express purposes as stated herein.

8. **NOTICES**. Any and all notices, requests, communications, or documents in writing that are required to be made and given by this agreement, will be in writing and addressed to the respective parties at the addresses as provided below. All such notice will either be delivered in person, or mailed by certified mail, return receipt request, with postage prepaid. In the event that any such notices or communication are made and given by mail then such notice will be deemed to have been given three (3) days after the date of mailing as evidenced by the certified mail receipt.

The addresses of the respective parties where notice is to be sent shall be as set forth below until further notice as to a change of address is given:

Grantor: Swede Alley Properties, Inc.
333 Main Street
P.O. Box 1994
Park City, Utah 84060

Grantee: Park City Main Street Mall, L.C.
2960 Arabian Drive
P.O. Box 681719
Park City, Utah 84068

9. **EXTINGUISHMENT OF PRIOR EASEMENTS**. The parties hereto expressly agree that to the fullest extent possible any and all prior easements that affect Grantor's Property, and that were entered into by Grantor or Grantee or their predecessors in interest in either Grantor's Property, or in the Mall Property, shall be merged, extinguished and terminated by this Easement Agreement. It is intended hereby that the easements extinguished include, without limitation that those certain easements and recitals found in the Warranty Deed, Silver Mill of Park City, Grantor, and S. Michael Doilney, Grantee, recorded October 31, 1988 as Entry No. 299455, in Book 499, at Page 92, Summit County

Recorder's Office; and amendment to Warranty Deed Easements recorded March 28, 1989, as Entry No. 306365, in Book 516 at Page 755, Summit County Recorder's Office.

10. SUPPLEMENTAL DOCUMENTATION. The parties hereto agree that they shall cooperate with each other in the execution of any and all supplemental and collateral documents as may be necessary to perfect the intent and purposes of this Easement Agreement.

11. SURVEY MAP EXHIBIT. Attached hereto as Exhibit "E" and incorporated herein is a surveyor's map, identified as "North Tunnel Easements", said survey map is attached to this Easement Agreement for purposes of reference and clarification of the parties' intent concerning the location of the subject easements granted herein.

12. SEVERABILITY. In the event that any clause, sentence, or other portion of the terms, covenants, conditions, and restrictions of this Easement Agreement become illegal, null or void for any reason, or it is held by any Court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

13. ATTORNEY'S FEES. In the event of any breach or default hereof, and in the event of any action or proceeding between the parties hereto, whether or not a Court action has been filed or judgement is rendered upon the cause of action, then the breaching and defaulting party shall pay all such costs and reasonable fees that are incurred pursuant to the enforcement of this Easement Agreement. In the event of litigation, the unsuccessful party shall be responsible to pay all costs and attorney's fees incurred by the prevailing party in that litigation.

14. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. This agreement may not be amended except by further agreement in writing executed by all parties hereto or by their respective successors and assigns. There are no other promises, warranties, covenants or undertakings other than those expressly set forth herein.

15. SUCCESSORS AND ASSIGN. This Agreement and the easements granted herein and the rights and obligations specified herein shall run with Grantor's Property and the Mall Property and shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, successors and assigns, and all persons claiming by, through, or under them. Any reference made herein to Grantee or Grantor is intended to refer also to any and

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all of their respective transferees, successors and assigns, and all persons claiming by, through or under them.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date written above.

GRANTOR:

SWEDE ALLEY PROPERTIES, INC., a Utah Corporation

By: Brent A. Gold

Its: President

GRANTEE:

PARK CITY MAIN STREET MALL, L.C., a Utah Limited Liability Company

By: Russell A. Wong

Its: TRUSTEE FOR MEMBER WONG FAMILY TRUST DATED APRIL 30, 1981

STATE OF UTAH)
: ss.
County of Summit)

On this 26th day of January, 1994, personally appeared before me BRENT A. GOLD, 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 document, and who, being by me duly sworn, did say that he is the President of Swede Alley Properties, Inc., a Utah Corporation and that said document was signed by him in behalf of said corporation, and said, Brent A. Gold, acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
ROBERT C RODMAN
1700 PARK AVE. P.O BOX 2033
PARK CITY, UT 84060
My Commission Expires NOV 27 1997
State of Utah

Robert C. Rodman
NOTARY PUBLIC
Comm. Expires: Nov 27, 1997

STATE OF UTAH)
: ss.
County of Summit)

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On this 25TH day of January, 1994, personally appeared before me Russell A. Wong, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the * ____________________ of Park City Main Street Mall, L.C., a Utah Limited Liability Company, and that said document was signed by him in behalf of said Limited Liability Company, and said Russell A. Wong acknowledged to me that said Limited Liability Company executed the same.

*Trustee of the Wong Family Trust dated April 30, 1981 as member

NOTARY PUBLIC

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NOTARY PUBLIC
CHRISTY HOBBS
First American Title Co. of Utah
P.O. Box 1814
Park City, Utah 84060
My Commission Expires 6/28/97
STATE OF UTAH

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EXHIBIT "A"

(GRANTOR'S PROPERTY)

(PARCEL 1)

THE EAST 11.95 FEET OF THE NORTH 5 FEET OF LOT 12, AND THE EAST 11.95 FEET OF LOT 13, BLOCK 22, PARK CITY SURVEY.

(PARCEL 2)

THE NORTH 5 FEET OF LOT 13, AND ALL OF LOT 14, BLOCK 69, MILLSITE RESERVATION TO PARK CITY.

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EXHIBIT "B"

The Mall Property

ALL OF LOTS 7, 8, 9, 10, 11, 12, 13, 14, AND 15, BLOCK 11, PARK CITY SURVEY OF BUILDING LOTS, COUNTY OF SUMMIT, STATE OF UTAH.

ALSO LOTS 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, AND 28, BLOCK 11, PARK CITY SURVEY OF BUILDING LOTS, COUNTY OF SUMMIT, STATE OF UTAH.

The above described property is also known by the situs address, as assigned by the County Official, is: 333 Main Street, Park City, Utah 84060.

EXHIBIT
"C"

STORM SEWER EASEMENT

A 6.0 foot wide storm drain easement being 3.0 feet each side of the existing storm drain line whose centerline is described as follows:
Beginning at a point South 23° 31' 00" East 9.90 feet from the Northeast corner of Lot 14, Block 69, Millsite Reservation; and running thence South 60° 08' 28" West 48.63 feet; thence South 66° 15' 37" West 13.44 feet and terminating.

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EXHIBIT
" D "

NORTH TUNNEL INGRESS AND EGRESS EASEMENT

Beginning at the Northeast corner of Lot 14, Block 69, Millsite Reservation; and running thence along the East line of Lot 14 South 23° 31' 00" East 10.00 feet; thence South 66° 29' 56" West 30.00 feet; thence South 44° 37' 49" West 34.22 feet; thence North 23° 36' 44" West 22.28 feet; thence North 23° 24' 33" West 0.48 feet; thence along the North line of Lot 13, Block 22, Park City Survey North 66° 34' 45" East 11.95 feet; thence along the North line of Lot 14, Block 69, Millsite Reservation North 66° 29' 56" East 49.85 feet to the point of beginning.

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EXHIBIT "E"

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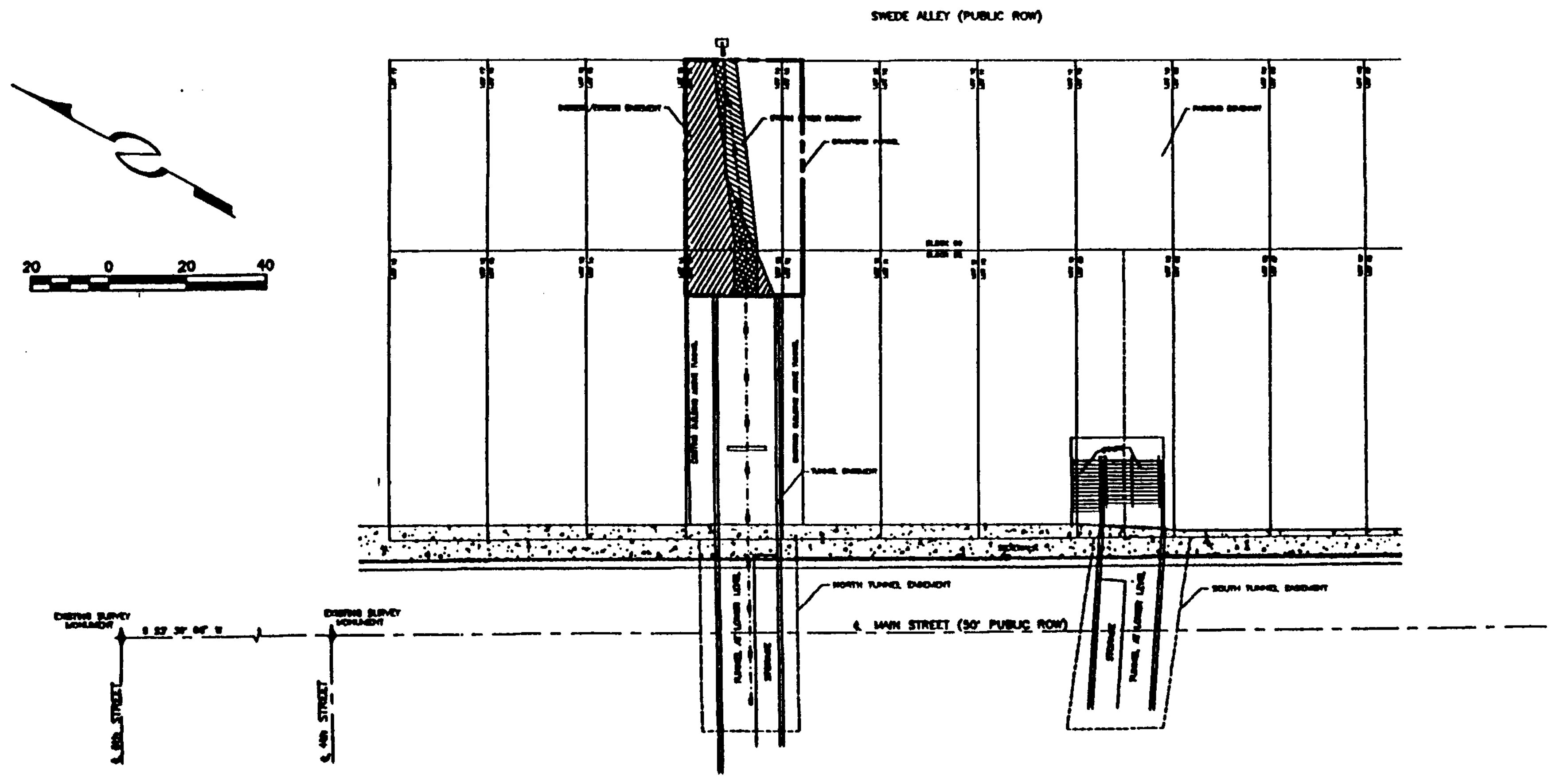

Alliance 801-649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS	REVISED:	STAFF: BRYAN ALSBERG DATE: 12-20-03	PAGE 1 OF 1	GRANTOR PARCEL FOR: SWEDE ALLEY PROPERTIES, INC FILE: Y:\PCS\D\SAP JOB NO.: