

FEE EXEMPT
UTAH CODE ANNOTATED § 11-13-102

ENTRY NO. 01021888

06/22/2015 09:43:28 AM B: 2300 P: 0218

Easements PAGE 1/6

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 0.00 BY PARK CITY MUNICIPAL CORPORATION



When recorded return to:
PARK CITY MUNICIPAL CORPORATION
Attention Legal Department
P O Box 1480
Park City UT 84060

EASEMENT AGREEMENT

WHEREAS, **Gary E. Cole, Inc.**, a Utah company ("Owner") is the owner of real property known as **1615 Park Avenue, Park City, UT**, located within Summit County, Utah ("Property"); and

WHEREAS, **PARK CITY MUNICIPAL CORPORATION** (the "City") desires to create a pedestrian and bicycle pathway across the Property that is safe and efficient ("**the Pathway**"); and

WHEREAS, Park City Municipal Corporation desires to also construct and/or install appurtenances such as, landscaping, retaining walls and signage related to the Pathway ("**the Appurtenances**"); and

WHEREAS, Owner is the owner of certain real property in **SUMMIT COUNTY**, Utah, more particularly described in **Exhibit A: Legal Description**, attached hereto and by this reference incorporated herein ("**the Property**"); and

WHEREAS, Owner agrees as provided herein to convey to PCMC a perpetual easement on Owners property for the construction and maintenance of the Pathway and Appurtenances "Easement"; and

WHEREAS, Owner understands that the Pathway will be open to the public for use as a bicycle and pedestrian pathway; and

WHEREAS, consistent with the requirements set forth in the Park City Land Management Code (LMC) Title 15 Chapter 2.20, Frontage Protection Zone, PCMC desires to preserve its entry corridors and provide improvements consistent with pedestrian and bicycle uses while also limiting the construction of additional structures; and

WHEREAS, PCMC shall, subject to all easements and rights of record and all improvements being located at or below ground level, be entitled to construct the Pathway and Appurtenances as provided in this Agreement.

Now therefore, in consideration of the mutual covenants and agreements hereof, the sufficiency and receipt of which are hereby acknowledged, Owner and the City agree as follows:

AGREEMENT

1. The location of the Pathway and Appurtenances shall be along SR-224. Owner agrees to convey "**The Easement**" to PCMC as more specifically identified in **Exhibit B** and to cooperate with PCMC in obtaining all planning permits and other required approvals to construct the Pathway and Appurtenances.

2. Maintenance. PCMC agrees to maintain the pathway and all appurtenance including hard surfaces, landscaping and retaining walls within the Easement. This includes irrigation, snow removal, sweeping and litter removal.

3. Upon completion of the construction of the Pathway and Appurtenances, PCMC shall restore the surface of any Owner land disturbed by the construction to as near as practicable its original condition.

4. Hold Harmless. PCMC agrees to hold harmless Owner and its agents, from and against all losses, claims and liabilities, including attorneys' fees and costs, arising out of or with respect to PCMC's and their agents activities hereunder and/or their failure to carry out their obligations hereunder.

5. Agreement. This Agreement constitutes the entire understanding among the parties with respect to the matters contemplated herein.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

7. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

8. Authorization. Each individual executing this Agreement represents and warrants to the others that he/she has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth above his/her signature.

9. Time Is Of Essence. Time is of the essence in the performance by the parties hereto of the terms, covenants and conditions under this Agreement.

10. Attorneys' Fees. Each party hereto agrees that should a dispute occur with respect to any of the covenants or agreements contained herein, the non-prevailing party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other law of the State of Utah, if such remedy is pursued by the filing of a legal action and whether such costs and expenses are incurred before or after judgment.

11. Waiver. A waiver by any party of a breach of any term or condition of this Agreement shall not constitute a waiver of any further breach of a term or condition.

12. Standards. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

13. Further Documents and Actions. The parties hereto agree in good faith to execute any and all other documents and to take any further actions reasonably necessary to aid and effectuate the purposes of this Agreement.

14. Financial Consideration. The City agrees to pay Gary E. Cole Inc., concurrently here within the execution of this Agreement by the City, **Five Thousand One Hundred and Three Dollars (\$5103.00)** for the easement.

[Signature Pages to Follow]

DATED this 10th day of June, 2015

OWNER

By:

(Type Name)

Secretary
Jana Cole
Jana S. Cole

CORPORATE ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Summit ss.

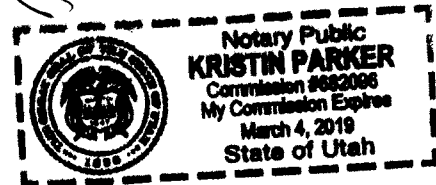
On this 10 day of June, 2015 personally appeared before me Jana Cole, who being duly sworn, did say that he/she is the Sec. of Cole Spand and acknowledged to me that the preceding Easement was signed on behalf of said company, by their authority and he/she acknowledged that the company did execute the same for its stated purpose.

NOTARY PUBLIC

PARK CITY MUNICIPAL CORPORATION

By:

Jack Thomas
Jack Thomas, Mayor



Attest:

Maria Heil
City Recorder's Office

Approved as to Form:

[Signature]
City Attorney's Office

EXHIBIT A
LEGAL DESCRIPTION
TRAIL EASEMENT
GARY E. COLE INC.
May 19, 2015

Beginning at the north east boundary corner of a Warranty Deed, Entry Number 387428 in the office of the Summit County Recorder, said point also being on the westerly right-of-way line State Highway U-224 and the south east boundary corner of the First Amended Park Avenue Condominium, recorded February 27, 2004, as Entry Number 690259 in the office of the Summit County Recorder; and running thence along the right-of-way and east boundary line of said Warranty Deed the following (2) courses: 1.) South 23°53'27" East 148.00 feet to a point on a curve to the right having a radius of 45.0 feet, of which the radius point bears South 66°06'33" West; thence 2.) along the arc of said curve 35.46 feet through a central angle of 45°09'16"; thence North 68°44'11" West 1.67 feet; thence North 01°54'38" East 15.90 feet; thence North 13°51'20" West 19.58 feet; thence North 23°46'11" West 145.12 feet to the north boundary of said warranty deed and south boundary of the First Amended Park Avenue Condominium; thence North 66°06'33" East 3.80 feet to the point of beginning.

(Apply a rotation of 0°06'33" counter clockwise to match platted bearings).

Description contains 729 sq. (0.02 acres).

EXHIBIT B
DEPICTION OF EASEMENT

