

ENTRY NO. 00929750

09/06/2011 11:22:26 AM B: 2094 P: 1072

Ordinance PAGE 1/2

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY PARK CITY MUNICIPAL CORPORATION



Recorded at the request of and return to:
Park City Municipal Corporation
Attn: City Recorder
P O Box 1480
Park City, UT 84060

Fee Exempt per Utah Code Annotated 11-13-102

Ordinance No. 11-22

**AN ORDINANCE VACATING A PORTION OF PLATTED MCHENRY AVENUE
IN PARK CITY, UTAH**

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code and Utah State Code; and

WHEREAS, the City Council held a public hearing on August 4, 2011, to receive input on the street vacation of a portion of platted McHenry Avenue;

WHEREAS, it was found that the house located at 525 Rossi Hill was permitted and built to the property line and the zone requires 10 foot setbacks;

WHEREAS, the street vacation is contingent on an easement being granted back to the City for the use of the Right of Way;

WHEREAS, good cause exists for the street vacation and neither the public interest nor any person will be materially injured by the vacation; and

WHEREAS, it is in the best interest of Park City, Utah to approve the vacation of a portion of McHenry Avenue;

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

Section 1. VACATION. The above recitals are hereby incorporated as findings of fact. That portion of McHenry Avenue described as follows is hereby vacated subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

A parcel of land located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the westernmost corner of Block 62, Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder of Summit County, Utah, said point also being the westernmost corner of Unit 1, Silver Pointe Condominiums, recorded September 20, 1999, as Entry No. 548912 in the Office of the Recorder of Summit County, Utah; and running thence along the westerly boundary of said Unit 1 South 23°38'00" East 85.21 feet to the southernmost corner of Unit 1; thence South 66°22'00" West 10.00 feet; thence North 23°38'00" West 85.21 feet; thence North 66°22'00" East 10.00 feet to the point of beginning.

Description contains 852 square feet.

Findings of Fact:

1. The property located at 525 Rossi Hill also know as Unit 1 of the Silver Pointe Condominiums was built in 2005 to the property line in violation of the required 10' setback from the rear property line.
2. The house when built has a upper patio on the western side which is higher than 30" above grade and has habitable space beneath it.
3. A certificate of occupancy was granted for the house without the violations being noted on October 1, 2007.
4. This street vacation of the above described portion of McHenry along with its subsequent sale to the owners of the 525 Rossi Hill would cure the setback violation.

Conclusions of Law:

1. Good cause exists for the street vacation and neither the public interest nor any person will be materially injured by the vacation

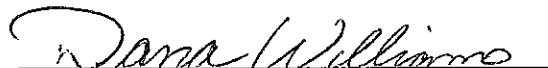
Conditions of Approval:

1. This Ordinance will be recorded with the County for this street vacation to be effective.
2. Contemporaneously with the recordation of this Ordinance, a quit claim deed from the City for the vacated portion will be recorded along with an easement from the owners of 525 Rossi Hill to the City for the use of the Right of Way.
3. All named documents shall be in a form approved by the City Attorney and the City Engineer.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 4th day of August, 2011.

PARK CITY MUNICIPAL CORPORATION



Mayor Dana Williams

Attest:

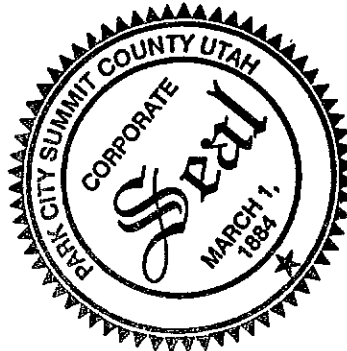


Janet M. Scott, City Recorder

Approved as to form:



Mark D. Harrington, City Attorney



When Recorded Return To:

City Engineer
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480

ENTRY NO. 00929751
09/06/2011 11:22:26 AM B: 2094 P: 1074
Easements PAGE 1/4
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 0.00 BY PARK CITY MUNICIPAL CORPORATION

Fee Exempt per Utah Code Annotated 11-13-102

Space above for County Recorder's Use

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Grant of Easement") is made effective this 31st day of August, 2011, by and between WILLIAM TEW and PAMELA MAUPIN (collectively ("Grantors"), and PARK CITY MUNICIPAL CORPORATION, a municipal corporation whose principal place of business is located at 445 Marsac Avenue, Park City, Utah ("Grantee") (Grantors and Grantee are sometimes referred to herein collectively as the "Parties" and individually as a "Party"), with reference to the following:

RECITALS:

A. Grantors are the owners of certain real property located in Summit County, Utah (the "Easement Property") described as follows:

A parcel of land located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the westernmost corner of Block 62, Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder of Summit County, Utah, said point also being the westernmost corner of Unit 1, Silver Pointe Condominiums, recorded September 20, 1999, as Entry No. 548912 in the Office of the Recorder of Summit County, Utah; and running thence along the westerly boundary of said Unit 1 South 23°38'00" East 85.21 feet to the southernmost corner of Unit 1; thence South 66°22'00" West 10.00 feet; thence North 23°38'00" West 85.21 feet; thence North 66°22'00" East 10.00 feet to the point of beginning.

B. In accordance with and subject to the terms and conditions of that certain Petition to Vacate a Portion of a Public Street dated May 20, 2011 executed by Grantors and submitted to Grantee, Grantors have agreed to grant and convey to Grantee a perpetual easement and right of way on, over, under and across the Easement property, permitting Grantee to erect, operate, use, maintain, repair, alter, enlarge, inspect, relocate and replace from time to time, at Grantee's sole cost and expense, improvements for a public street, a retaining wall, underground utility lines and such other public purposes and uses that Grantee deems appropriate from time to time that

are consistent with the uses by Grantee of the public right of way that adjoins the Easement Property on three sides, all in accordance with and subject to the terms and conditions of this Grant of Easement.

GRANT OF EASEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and consideration of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantors hereby grant to Grantee, its successors and assigns, a perpetual easement and right of way (the "Easement") on, over, under and across the Easement Property.

2. Purpose of Easement. The permitted purposes of the Easement shall be for the erection, operation, use, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of improvements for a public street, an existing retaining wall approximately 15 feet tall, underground utility lines and such other public purposes and uses that Grantee deems appropriate from time to time that are consistent with the uses by Grantee of the public right of way that adjoins the Easement Property on three sides (the "Public Improvements"). Grantee hereby acknowledges and agrees that Grantee shall not hold Grantors liable for the installation, completion, maintenance, repair or replacement of any of the Public Improvements within the Easement Property, unless Grantors expressly assume in writing any such obligations.

3. Compliance with Law; Mechanics' Liens. Grantee shall comply with all applicable laws in its use of the Easement Property, and shall be responsible for obtaining all necessary permits or governmental approvals required in connection with the installation, maintenance, repair and/or replacement of the Public Improvements. Grantee shall at all times keep the Easement Property free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any mechanics' lien or similar lien is recorded against the Easement Property on account of any act by or on behalf of Grantee, Grantee shall, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Easement Property.

4. Indemnity. Grantee shall indemnify, defend, and hold harmless Grantors from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs on account of mechanics' lien claims, injury to persons, the death of any person, or damages to property (collectively, "Claims") arising from the use by Grantee of the Easement Property or the failure of Grantee to fulfill its obligations hereunder, except to the extent any such Claims are caused by the gross negligence or willful misconduct of Grantors. Grantors, at Grantors' expense, shall have the right to participate in the defense of any Claim to the extent of Grantors' interest.

5. Binding Effect. This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of Grantors and the successors and assigns of Grantee.

6. Governing Law. This Grant of Easement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.


7. Severability. If any term or provision of this Grant of Easement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Grant of Easement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Grant of Easement shall be valid and enforced to the fullest extent permitted by law.

8. Grantee's Acceptance to Be Bound. By accepting this Grant of Easement, Grantee shall be bound by the terms and conditions hereof.

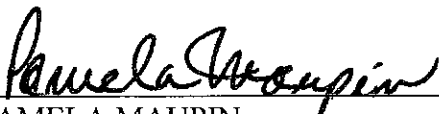
9. Entire Agreement; Amendment. This Grant of Easement sets forth the entire understanding of the Parties as to the matters set forth herein and cannot be altered or otherwise amended, except pursuant to an instrument in writing signed by each of the Parties hereto.

IN WITNESS WHEREOF, Grantors and Grantee have caused this Grant of Easement to be executed by persons duly authorized to execute the same, to be effective as of the date first above written.

GRANTORS:



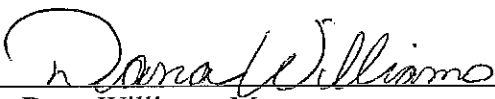
WILLIAM TEW



PAMELA MAUPIN

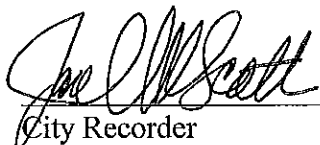
GRANTEE:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

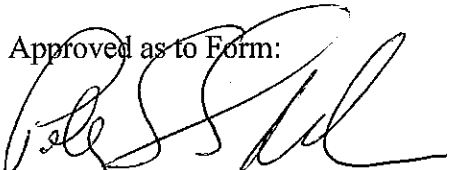
By: 

Dana Williams, Mayor

Attest

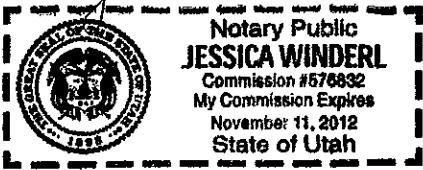


City Recorder

Approved as to Form:

City Attorney

STATE OF UTAH)
 :SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 31st day of August, 2011, by William Tew and Pamela Maupin.

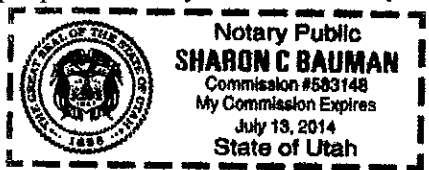


Jessica Windler
NOTARY PUBLIC
Residing at: PO Box 804 Park City UT 84060

My Commission Expires:
11/11/2012

STATE OF UTAH)
 :SS.
COUNTY OF SUMMIT)

On this 1 day of September, 2011, before me, the undersigned notary, personally appeared Dana Williams, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached Grant of Easement, and acknowledged that he signed it voluntarily for its stated purpose as Mayor for Park City Municipal Corporation, a Utah municipal corporation.



Sharon C Bauman
NOTARY PUBLIC
Residing at: Park City, Utah

My Commission Expires:
07-13-2014

When recorded, return to:
WILLIAM TEW and PAMELA MAUPIN
P.O. Box 2321
Park City, UT 84060

ENTRY NO. 00929752

09/06/2011 11:22:26 AM B: 2094 P: 1078
Quit Claim Deed PAGE 1/4
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 0.00 BY PARK CITY MUNICIPAL CORPORATION



Fee Exempt per Utah Code Annotated 11-13-102

QUITCLAIM DEED

PARK CITY MUNICIPAL CORPORATION, P.O. Box 1480, Park City UT 84060, a municipal corporation and a political subdivision of the State of Utah, as Grantor, hereby quitclaims to WILLIAM TEW and PAMELA MAUPIN, P.O. Box 2321, Park City UT 84060, as Grantees, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, the following described parcel of land in Summit County, State of Utah, to wit:

A parcel of land located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the westernmost corner of Block 62, Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder of Summit County, Utah, said point also being the westernmost corner of Unit 1, Silver Pointe Condominiums, recorded September 20, 1999, as Entry No. 548912 in the Office of the Recorder of Summit County, Utah; and running thence along the westerly boundary of said Unit 1 South 23°38'00" East 85.21 feet to the southernmost corner of Unit 1; thence South 66°22'00" West 10.00 feet; thence North 23°38'00" West 85.21 feet; thence North 66°22'00" East 10.00 feet to the point of beginning.

Description contains approximately 852 square feet.

This Quitclaim Deed is subject, however, to the following terms, regulations, conditions and restrictions, which shall run in perpetuity with the above described parcel of land and shall be binding on Grantees and all future successors in interest, to-wit:

Ownership of the title to the above described parcel of land (hereinafter the "Right of Way Parcel") must always remain with the ownership of the title to Unit 1 of the Silver Pointe Condominiums located at 525 Rossi Hill Drive in Park City, Summit County, Utah (hereinafter the "Property"). In the event the Grantees or any subsequent owner of the Property and the Right of Way Parcel ever record in the Office of the Recorder of Summit County, Utah a deed for the purpose of separating or severing the title of the Property and the Right of Way Parcel, then the title to the Right of Way Parcel shall be subject to a right of reverter in favor of the Park City Municipal Corporation (the "City"), which right of reverter the City may exercise with respect to the Right of Way Parcel by recording in the Office of the Recorder of Summit County, Utah written notice of the City's election to exercise such right of reverter with respect to the Right of Way Parcel and to reacquire title to the Right of Way Parcel. If such reverter occurs, the

consideration payable by the City to the then owner of the Right of Way Parcel for the Right of Way Parcel shall be Ten Dollars (\$10.00).

DATED this 4 day of AUGUST, 2011

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

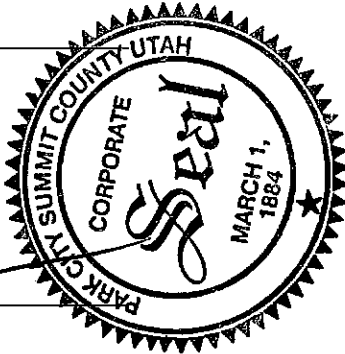
By: *Dana Williams*
Dana Williams, Mayor

Attest:

John Scott
City Recorder

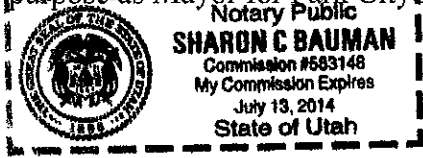
Approved as to Form:

M.D. Ho
City Attorney



STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this 1 day of September, 2011, before me, the undersigned notary, personally appeared Dana Williams, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached Quitclaim Deed, and acknowledged that he signed it voluntarily for its stated purpose as Mayor for Park City Municipal Corporation, a Utah municipal corporation.



Sharon C Bauman
NOTARY PUBLIC
Residing at: Park City Utah

My Commission Expires:

07-13-2014

C/L PLATTED SWIFT STREET

BLOCK 62

C/L PLATTED MCHENRY AVENUE

BLOCK 58

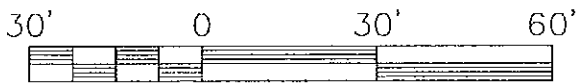
POB

SILVER POINTE
CONDOMINIUMS
UNIT 1

RIGHT-OF-WAY
PARCEL

SILVER POINTE
CONDOMINIUMS
UNIT 2

BLOCK 62



BLOCK 58

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