

REDEVELOPMENT AGENCY OF SALT LAKE CITY

**REQUEST FOR PROPOSALS FOR
DEVELOPMENT OF THE PROPERTY LOCATED AT
1193 - 1233 EAST WILMINGTON AVENUE**

Salt Lake City, Utah

August 18, 2009

NOTICE

Addenda and Exhibits to the Request for Proposals, if issued, will be on file in the office of the Agency. In addition, all Addenda and Exhibits will be mailed to each person who received copies of the RFP providing they entered their name and address on the list maintained by the Agency for such purpose. It is the responsibility of all parties submitting responses to the RFP to make inquiry as to the Addenda and Exhibits issued and to ascertain prior to submitting a response that all Addenda and Exhibits have been received. All such Addenda and Exhibits shall become part of the RFP documents and all respondents shall be bound by such Addenda and Exhibits, whether or not received by the respondents.

REQUEST FOR PROPOSALS
TABLE OF CONTENTS

SECTION I - PROJECT INFORMATION	3
REQUEST FOR PROPOSAL (“RFP”).....	3
BACKGROUND AND OBJECTIVES	3
GENERAL DESCRIPTION OF PROPERTY	3
PREFERRED SCOPE OF DEVELOPMENT	4
WRITTEN AGREEMENTS REQUIRED	5
DEVELOPER’S OBLIGATIONS.....	5
DISPOSITION VALUE	5
BROKERAGE FEE.....	5
RDA FINANCIAL ASSISTANCE	5
PROPOSAL COORDINATOR.....	6
ADDENDA TO RFP.....	6
EQUAL OPPORTUNITY REQUIREMENTS.....	6
SECTION II - SUBMISSION REQUIREMENTS	6
PROCEDURES FOR SUBMISSION OF RESPONSES TO REQUEST FOR PROPOSALS.....	6
INITIAL SUBMISSION REQUIREMENTS.....	7
SECTION III - SELECTION PROCESS AND CRITERIA	8
SELECTION PROCESS.....	8
SECTION IV - MISCELLANEOUS.....	9
AGENCY AND CITY NON-LIABILITY AND RELATED MATTERS	9
RIGHT TO REJECT/WAIVE IRREGULARITIES	10
SECTION V - EXHIBITS	10
EXHIBIT A - Site Plan of Wilmington Site	11
EXHIBIT B – Program Considerations and Development Guidelines	12
EXHIBIT “C” - Hidden Hollow Natural Area Conservation Easement.....	14
EXHIBIT “D” - Special Warranty Deed with Description of Pedestrian and Vehicle Maintenance Access.....	15
EXHIBIT “E” - Additional Submissions Necessary as Part of the Final Proposal and Prior To Closing	16

SECTION I - PROJECT INFORMATION

REQUEST FOR PROPOSAL (“RFP”)

The subject of this RFP is the Wilmington Avenue property (“Property”) more particularly described below. The Property is situated in the Sugar House Business District and the Sugar House Neighborhood Development Project Area of Salt Lake City as shown in the attached Exhibit “A.” It is owned by the Redevelopment Agency of Salt Lake City (the “Agency”). The Agency is requesting proposals from qualified developer(s) to purchase the Property and to design and construct (through new construction) a commercial, residential, or mixed-use project on the site (“Project”). The Property will be offered for sale to the successful developer, subject to the development restrictions set forth herein as well as City and Agency Board of Directors approval.

The Agency is looking for a developer who will take into consideration the Program Considerations and Development Guidelines, shown in the attached Exhibit “B,” in proposing a development that compliments the character of the surrounding neighborhood and presents the best Project for the community. The developer will be expected to coordinate the design, construction, initial operation and sale of the development with the Agency.

BACKGROUND AND OBJECTIVES

The Agency was created to promote the economic well-being within its project areas in Salt Lake City and to stimulate private investment. The Sugar House District Project Area is one of the areas in which the Agency has concentrated its development efforts over the last twenty-five years. The Agency is currently focusing its efforts on promoting the Sugar House Project Area as a vital mixed-used district. The goal is to create an area that has active and vibrant uses 24 hours a day.

The Property is located immediately east of the Sugar House Commons and south of the Hidden Hollow natural area in the Sugar House District Project Area. Sugar House Commons includes office and retail uses as well as hotel accommodations. The Property is also located within walking distance of parks, movie theaters, restaurants, a grocery store, a branch of the Salt Lake City Library, and numerous other shopping opportunities. Light rail or streetcar service is being discussed for the area and bus service is conveniently located nearby.

GENERAL DESCRIPTION OF PROPERTY

Address: 1193 – 1233 East Wilmington Avenue (2195 South)
Salt Lake City, Utah

Legal Description:

Beginning at a point South 508.78 feet and West 397.65 feet from the Northeast corner of Block 46, 10 Acre Plat "A" Big Field Survey, and running thence South 0°45'36" West 25.20 feet; thence South 0°02'58" East 26.72 feet to the Northeast corner of Lot 32, Block 8, Union Heights Subdivision as recorded with the office of the Salt Lake County Recorder; thence South 0°20'37" West along the East line of said Lot 32, 156.00 feet to the Southeast corner of said Lot 32, Said point also being on the North line of Wilmington Avenue; thence North 89°42'55" West along the North line of said Wilmington Avenue 425.34 feet to the Southwest corner of Lot 16, of said Block 8 Union Heights Subdivision; thence north 0°20'37" East along the West line of said Lot 16, 139.81 feet to the Northwest corner of said Lot 16; thence South 88°06'19" West along the north line of Lots 15 and 14 of said Block 8, Union Heights Subdivision 38.07 feet to the Southeast corner of Lot 6 of said Block 8, Union Heights Subdivision; thence North 69.62 feet; thence South 89°42'22" East 463.80 to the point of beginning.

PREFERRED SCOPE OF DEVELOPMENT

Redevelopment of the Property will be completed in accordance with the Sugar House Master Plan and zoning requirements. The developer is required to clearly state whether the use will be for a residential, retail, office or mixed-use project, and how the Program Considerations and Development Guidelines will be addressed. Preference will be given to developers who include income targeted housing as part of the development plan.

Site Size: 2.091 acres (approximately 91,084 square feet)

Zoning: "CSHBD" – The purpose of the CSHBD is to provide for commercial, office, and high density residential use opportunities in a manner compatible with the existing form and function of the Sugar House Master Plan and the Sugar House Business District. Copies of the Master Plan and Salt Lake City Zoning Ordinance are available on Planning Division page of Salt Lake City Corporation's website (www.slcgov.com)

Hidden Hollow Natural Area: Hidden Hollow, the property on the north side of the Property, is a natural area that is part of Salt Lake City's open space network. The City owns the Hidden Hollow property, but Utah Open Lands holds a conservation easement over the Hollow in order to ensure its protection. Any changes to the conservation easement must be approved by Utah Open Lands. A copy of the easement is attached as Exhibit "C."

Pedestrian & Maintenance Right-of-Way. The property is subject to a 20' Pedestrian and Maintenance Vehicle Access from Wilmington Avenue to Hidden Hollow. (Recorded 5/15/2000; Entry No. 7638031, Book 8381, Page 4771). This right-of-way will need to be included in the development, though it is permissible to propose relocation of the right-of-way to a different alignment on the site. A copy of the pedestrian and vehicle maintenance access easement is attached as Exhibit "D."

WRITTEN AGREEMENTS REQUIRED

The selected developer must be willing to enter into certain agreements with the Agency that describe the type, size, and timeframe for development. These agreements include:

1. Purchase and Sale Agreement for the purchase of the Property,
2. Development Agreement that addresses the proposed developer improvements, design approval process, timeframe for construction, and any post construction requirements or restrictions for the Project, and
3. Special Warranty Deed with Right of Reverter that states if the Developer Improvements are not completed as agreed, the property will revert to the Agency.

Forms of the Purchase and Sale Agreement and the Development Agreement that are substantially acceptable to the Agency are available upon request. All provisions of the Agreements must comply with established State Law and City Ordinance. Project specific terms of these Agreements will be negotiated during the exclusive negotiation period.

DEVELOPER'S OBLIGATIONS

It is incumbent upon the developer to read and comply with the attached Submission Requirements and Selection Process and Criteria marked Section II and Section III respectively of this document.

DISPOSITION VALUE

The disposition value for the property is a minimum of \$1,250,000.00 (One Million Two Hundred and Fifty Thousand Dollars).

BROKERAGE FEE

The Agency will not pay a brokerage or sales commission for sale of the Property.

RDA FINANCIAL ASSISTANCE

The Agency is offering the Property at a deeply discounted price. Depending on the recommendation of the Selection Committee, the Agency may be willing to provide additional incentives to assist in the development of the Property. As part of the final proposal, developers must state the type and amount of incentives, if any, requested. Any such requirement for incentives will be more favorably evaluated if used to provide a tangible, quantifiable public benefit.

SITE VISITS

The Property is vacant and accessible to developers at their convenience. No site visits are scheduled. The Agency has an Alta survey that is available to interested developers. The Agency does not have geotechnical, soils or environmental reports concerning the Property.

PROPOSAL COORDINATOR

For additional information concerning this Request for Proposals, as well as any issued addenda, interested parties may contact Valda Tabet, Deputy Director, telephone number (801) 535-7241; e-mail address: valda.tabet@slcgov.com.

ADDENDA TO RFP

Addenda to the RFP, if issued, will be on file in the office of the Agency. In addition, all Addenda will be mailed to each person who received copies of the RFP provided they enter their name and address on the list maintained by the Agency for such purpose. Addenda will also be posted on the Agency's web site located at www.slcda.com under the hyperlink "Request for Proposals." It is the responsibility of all parties submitting responses to the RFP to make inquiry as to the Addenda issued and to ascertain prior to submitting a response that all Addenda have been received. All such Addenda shall become part of the RFP documents and all respondents shall be bound by such Addenda, whether or not received by the respondents.

EQUAL OPPORTUNITY REQUIREMENTS

The developer, its tenants, employees, contractors, and primary subcontractors will not discriminate against or with respect to any person or group of persons on any unlawful basis in the construction, sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or any improvements erected or to be erected thereon, or any part thereof.

SECTION II - SUBMISSION REQUIREMENTS

PROCEDURES FOR SUBMISSION OF RESPONSES TO REQUEST FOR PROPOSALS

The developer shall submit five (5) copies of all documents required as a part of the Request for Proposals. Submissions lacking one or more of the requested documents may be considered incomplete or irregular.

It is the developer's sole responsibility to read and interpret this Request for Proposals and the written instructions contained herein. The proposal shall be signed by an officer or employee of the developer authorized to bind the developer contractually.

Responses shall be submitted in a sealed envelope with the developer's name, address, date of response, and the title "Wilmington Request for Proposals" shown on the outside of the envelope.

Responses to the Request for Proposals shall be submitted to:

D.J. Baxter, Executive Director
Redevelopment Agency of Salt Lake City
P.O. Box 145518
Room 418 City & County Building
451 South State Street
Salt Lake City, Utah 84114-5518

Responses are due in the Agency's office on or before 4:00 p.m. on Thursday, January 7, 2010. The Redevelopment Agency of Salt Lake City reserves the right to reject any incomplete or irregular submission and reserves the right to waive any irregularity in submissions.

Responses to the Request for Proposals that are not received in the Agency offices prior to the time and date specified will be considered late. **Late responses will not be considered for award.** The Agency reserves the right to reject any and all responses.

It is the developer's responsibility to assure delivery of its proposal to the Agency prior to or at the designated date and time. In order to facilitate review by the Agency, please submit materials in keeping with the following format.

Developers will not be entitled to withdraw or amend their proposals for ninety (90) days after the submission of proposals.

INITIAL SUBMISSION REQUIREMENTS

As part of the response to this Request for Proposals, the developer shall provide the following:

- **Statement of Qualifications.** A description of the entity (individual, corporation, or LLC) that will be the developer, and the financial capacity of the entity to complete the Project. The statement of qualifications should include information about the Project team including similar projects designed, financed, and completed by each member of the team.
- **Project Description.** A written description of the proposed development including preliminary information concerning 1) the types of uses (residential, office, retail, mixed-use) contemplated in the development; 2) tenants, if any, who have been identified for the development; 3) degree to which the developer commits/intends to incorporate sustainable building practices and desired elements as described in Exhibit "B"; and 4) a

statement describing any financial assistance, if any, the developer intends to request from the Agency.

- **Down Payment.** Along with the proposal, the developer shall submit a check (certified or cashier's) made payable to the Redevelopment Agency of Salt Lake City in the amount of \$25,000.00 (Twenty-Five Thousand Dollars) to serve as a deposit. Deposits will be returned to the developers who are not selected. The deposit made by the selected developer will be credited toward the developer's earnest money deposit under the Purchase and Sale Agreement.

The Agency shall have the right to verify the accuracy of all information submitted and to make such investigation as it deems necessary to determine the ability of a prospective developer to perform the obligations in the response. The Agency reserves the right to reject any response where the available evidence or information does not satisfy the Agency that the prospective developer is qualified to carry out properly the obligations of the response, is a person or firm of good reputation or character for strict, complete, and faithful performance of business obligations, or if the prospective developer refuses to cooperate with and assist the Agency in the making of such investigation.

SECTION III - SELECTION PROCESS AND CRITERIA

SELECTION PROCESS

The selection committee may be comprised of a combination of representatives from Salt Lake City Planning staff, Redevelopment Agency staff, Redevelopment Advisory Committee members and other specialists in the development field. The Selection Committee's developer rankings will be forwarded as a recommendation to the Board of Directors for its consideration.

The selection process for this development may be a two-step procedure wherein the selection committee will review each proposal submitted and short list a maximum of three (3) developers based upon their response to this Request for Proposals.

Those developers who are short-listed may be asked to make oral presentations to the selection committee, the Board of Directors of the Agency and the Chief Administrative Officer of the Agency or his representative. Developers may be given an interview time to present their proposals according to the Agency's schedule. Proposals, however, may be selected without oral presentations.

Proposals will be ranked and two developers will be selected as a "first" and "second" ranked developer. The first ranked developer will be given a nine (9) month exclusive right to negotiate to complete the design and design approval process, prepare a development schedule, and negotiate the terms of the legal documents. Exhibit "D" includes a partial list of requirements to be accomplished during the Exclusive Negotiation Period. If the first ranked developer withdraws or cannot obtain approval of its design, the second ranked developer will be given an

opportunity to enter into an exclusive right to negotiate for up to six (6) months. The Agency reserves the right to reject any and all proposals received at any time prior to the execution of the Purchase Agreement.

The Agency's Board of Directors shall make final selection of the developer. The Agency reserves the right to negotiate changes in the terms of development with the selected developer as may be required.

SECTION IV - MISCELLANEOUS

Any additional information that the developer wishes to submit may be attached to its response to the RFP in the form of appendices. Statements should be complete but as brief as possible.

All development concept information submitted by the developer will be binding upon the developer. Unless authorized by the Agency in writing, subsequently prepared plans and specifications must be consistent with, and be a logical development, or reasonable inference of the information submitted.

All proposals, including attachments, supplementary materials, and addenda shall become the property of the Agency and will not be returned to the developer. Developers are advised that the information provided as a part of all submissions shall become Agency property at the time of submission. Information contained in the proposals, excepting financial statements of the development entity or partners and information labeled "Not for Public Disclosure" in accordance with the law will be available to the public upon inquiry immediately following the execution of a written agreement with the selected developer by the Agency.

The developer, by submitting a response to the RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of the RFP, the Agency's selection of a developer with whom to enter into negotiations, the Agency's rejection of any or all responses and any subsequent Purchase and Sale Agreement and Development Agreement that might be entered into as a result of the Request for Proposals.

In the event that a prospective developer has any questions, the developer shall submit them to staff in writing. Staff will respond in writing by issuing an Addenda and posting the Addenda on the Agency's website. Lenders should submit questions no later than December 15, 2009.

AGENCY AND CITY NON-LIABILITY AND RELATED MATTERS

1. No Representation or Warranties. All facts and opinions stated herein, any additional data including but not limited to statistical and economic data and projections are based on available information, and no representation or warranty is made with respect thereto by the City or the Agency.

2. Building Permits, Zoning Variances, and Financial Viability. The Agency through the sale of the Property in no way guarantees or warrants building permits, zoning variances, or financial viability.
3. Agency Discretion, Non-Liability, Waivers and Hold Harmless. Developers acknowledge by submitting information and proposals to the Agency that the Agency and the City do not undertake and shall have no liability with respect to the development program, the RFP, and responses thereto or with respect to any matters related to any submission by a developer. By submitting a proposal in response to the RFP, the developer releases the Agency and the City from all liability with respect to the development program, the RFP and all matters related thereto, covenants not to sue the Agency or City regarding such matter and agrees to hold the Agency and the City harmless from any claims made by the developer or anyone claiming by through or under the developer in connection therewith.

RIGHT TO REJECT/WAIVE IRREGULARITIES

The Agency reserves the right to reject any and all proposals and to waive any irregularity, informality or technicality in proposals received, in the interest of the Agency.

SECTION V - EXHIBITS

- A. Site Plan of Wilmington Site
- B. Program Considerations and Development Guidelines
- C. Hidden Hollow Natural Area Conservation Easement
- D. Special Warranty Deed with Description of Pedestrian and Vehicle Maintenance Access
- E. Additional Submissions Necessary as Part of the Final Proposal and Prior to Closing

EXHIBIT A - Site Plan of Wilmington Site

Wilmington/Hidden Hollow Properties



EXHIBIT B – Program Considerations and Development Guidelines

PROGRAM CONSIDERATIONS AND DEVELOPMENT GUIDELINES.

In addition to the requirements of the Sugar House Master Plan and Zoning Ordinance, the Agency believes that the following are important elements in the selection of a developer for the Wilmington Avenue property.

1. Conservation Easement. The Utah Open Lands Conservation Association was granted a Conservation Easement in May 2000. A copy of the Easement is attached as Exhibit “C” to help developer plan its approach to redevelopment of the site. As part of the final proposal, the developer will provide four shading studies (spring, and fall equinox; summer and winter solstice) and a description of the interface of the project and the Hidden Hollow Natural Area.
2. Pedestrian & Maintenance Right-of-Way. The property is subject to a 20’ Pedestrian and Maintenance Vehicle Access from Wilmington Avenue to Hidden Hollow(recorded 5/15/2000; Entry No. 7638031, Book 8381, Page 4771). This right-of-way will need to be included in the development, though it is permissible to propose relocation of the right-of-way to a different alignment on the site.
3. Sustainable Building Practices. The Agency strongly encourages the use of sustainable building practices and the inclusion of energy efficient elements in all of its development projects. As part of the final proposal, the developer will prepare and submit a description of the sustainable building practices and/or energy efficiency and renewable energy measures that will be incorporated into the project and whether the project will be submitted for certification through LEED or some other process.
4. Desired Elements. In addition, the Agency would be interested in discussing some of the following elements to determine whether they could be incorporated into the development.
 - Dedicated parking for scooters, motorcycles; and charging stations for electric vehicles
 - Showers, lockers and changing areas for employees/tenants of any commercial space (required if RDA provides financial assistance to the project)
 - A design that creates active connections to Hidden Hollow and the adjacent Sugar House Commons development
 - Street level retail, regardless of the upper floor uses
 - Pricing of retail/office that would encourage local businesses and arts organizations to locate at the site
 - Inclusion of bike lockers and storage space for residents, if any, and the public
 - Public off street parking
 - Parking for a car-sharing program

- Dedication and maintenance of part of the property as a perpetual community garden
- Transit passes tied to the residential units
- Capture of rain water to be used for landscaping
- Inclusion of affordable housing that will serve individuals and families whose incomes are at or less than 80% of median income

These are not requirements, but may be elements that will be beneficial to the development and the Sugar House business district.

EXHIBIT “C” - Hidden Hollow Natural Area Conservation Easement

FILMED AS RECEIVED
CO. RECORDER



RECORDED

AUG 04 2000

CITY RECORDER

**HIDDEN HOLLOW NATURAL AREA
CONSERVATION EASEMENT**
Signed May 9, 2000

**Salt Lake City Corporation
&
Utah Open Lands
Conservation Association
In Favor of the
Kids Organized to Protect the Environment**

BK8381P66549



C 00-497
7700186
08/17/2000 03:45 PM NO FEE
Book - 8381 Pg - 6524-6549
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY RECORDER
BY: ZJN, DEPUTY - WI 26 P.

7700186

When Recorded, Mail To:

Utah Open Lands Conservation Association
1790 South 1100 East
Salt Lake City, UT. 84105

RECORDED

AUG 04 2000

**Hidden Hollow Natural Area
Preservation Easement Agreement**

CITY RECORDER

THIS GRANT of EASEMENT and Declaration of Restrictive Covenants is made this 9th day of May, 2000, by Salt Lake City Corporation, having an address at 451 South State Street, Salt Lake City, Utah 84111, hereinafter called "Grantor", in favor of Utah Open Lands Conservation Association, a nonprofit Utah corporation qualified to do business in Utah, having an address at 1790 South 1100 East, Salt Lake City, Utah 84105, hereinafter "Grantee".

WITNESSETH

WHEREAS, GRANTOR, is the sole owner in fee simple of certain real property in Salt Lake City, Salt Lake County, Utah, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the property possesses natural, riparian, scenic, open space, historical, educational, aesthetic, and recreational values (collectively, "Conservation Values") of great importance to GRANTOR, the people of Salt Lake City and the County of Salt Lake, and the people of the State of Utah; and

UTAH OPEN LANDS
Conservation Association
1790 S. 1100 E., Suite #3
Salt Lake City, UT 84105
Phone (801) 463-6156
Fax (801) 463-6226
E-mail www.utahopenlands.org

BK8381Pg6524

WHEREAS, the specific conservation values of the property are documented in an inventory, hereinafter referred to as the Baseline Documentation, attached in part as Exhibit B, which the parties agree provides an accurate representation of the Property as of the effective date of this agreement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, in successive years as the property is enhanced in connection with the Hidden Hollow Natural Area Master Plan, the Baseline Documentation will be updated to reflect the enhanced condition of the property and shall be incorporated in to the Baseline Documentation as approved by Grantor and Grantee; and

WHEREAS the Hidden Hollow Natural Area Master Plan dated January 15, 1998, on file with Grantor and Grantee, which is incorporated by this reference, which consists of reports, maps, and other documentation that the parties agree provide, collectively, an accurate representation of the enhanced value of the Property, will further serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS the Property is a link between the Parley's Canyon environment and the urbanized Sugar House district; and

WHEREAS, the Property is valued by the community as a peaceful urban open space amenity; and

WHEREAS, the Property's value as a community natural area resource is further demonstrated by the KOPE Kids' campaign to preserve Hidden Hollow which began in 1990; and

WHEREAS, the preservation of the Property has been important to the community as demonstrated by the Sugar House Community Council's adoption of the Sugar House Master Plan in 1985, which specifically underscores the importance of open space; and

WHEREAS, the 1985 Sugar House Master Plan calls for a conservation easement along Parley's Creek with a usable open space trail along the creek; and

WHEREAS, the community benefits of preserving the Property in its natural, open state have been demonstrated by the efforts, money and time invested by the KOPE Kids; and

WHEREAS, as of the date of the signing of this easement the Property will have served as an outdoor environmental classroom for ten years for students ranging from second grade to college age including the curricula-based environmental KOPE Kids' program;

WHEREAS, the Property is a natural area which contains riparian vegetation including mature native trees and shrubs, and dead and decomposing trees, which provide valuable habitat for urban wildlife; and

WHEREAS, the Property is transected by Parley's Creek, flowing in its natural streambed; and

WHEREAS, the creek corridor and its riparian habitat is a functioning urban stream which should be protected; and

WHEREAS, the Property is part of the Parley's Creek flood plain and historically a site for stormwater drainage and groundwater infiltration; and

WHEREAS, the Property contains hillsides with slopes that are adjacent to or in close proximity to Parley's Creek and which would be susceptible to erosion damage in the event of significant tree removal or other disturbance; and

WHEREAS, the Property is a historic site with potential for future historical and archeological research and interpretation; and

WHEREAS, Hidden Hollow is the site of frequent educational field trips for students to study urban ecology, zoology, geology, archeology, and history, and a demonstration site for water conserving landscapes and conservation education; and

WHEREAS, the Property possesses the potential for restoration of upland wildlife habitat and original native oak woodland; and

WHEREAS, the Property possesses the potential for restoration of the historic wetlands area adjacent to Parley's Creek; and

WHEREAS, GRANTOR intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to the Property's open space and natural conservation resource value, flood control and pedestrian and bicycle connections, existing at the time of this grant, that do not significantly impair or interfere with the Conservation Values; and

WHEREAS, GRANTOR and GRANTEE desire to preserve the scientific, educational, natural, ecological, scenic, and recreational resources of the Property and further desire to conserve and protect the Property from soil erosion, pollution, and other man-induced disturbances of the Property and its resources; and

WHEREAS, GRANTOR further intends, as owner of the Property, to convey to the GRANTEE the right to preserve and protect the open space and conservation values of the Property in perpetuity; and

WHEREAS, the GRANTEE is a community supported, tax-exempt, nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, formed for the purpose of preserving, protecting and enhancing the scenic, wildlife, historic, and agricultural value of open land in Utah, and

WHEREAS, the GRANTEE agrees by accepting this grant to honor the intentions of GRANTOR stated herein and to preserve and protect in perpetuity the open space and conservation values of the Property for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. §57-18-1, et. seq. (1985), with the intention of making an irrevocable easement in perpetuity, the GRANTOR hereby grants and conveys to the GRANTEE an open space and conservation easement, as hereinafter defined, (the Easement) over and across

the Property to preserve and protect the restored and existing natural, ecological, water, wildlife, habitat, wetlands, open space, scenic, aesthetic, and watershed values present on the Property.

1. Purpose. It is the purpose of the Easement to assure that the Property, as described in Exhibit A, will be retained forever in its natural and restored, scenic, historic, and open space condition and subject to GRANTOR'S water rights, as described herein, to prevent any use of the Property that will significantly impair or interfere with the conservation purposes or water quality values of the Property. GRANTOR intends that this Easement will limit the use of the Property to such activities, including without limitation those involving public access and passive recreation, scenic enjoyment, education, ecological restoration, protection of wildlife habitat, protection and restoration of the riparian resource, protection of historic resources, a demonstration site for ecologically sound principles, such as planting of native and drought tolerant plants, and the continued conveyance of the waters of Parley's Creek, as are consistent with the purpose of this Easement, and consistent with the Hidden Hollow Natural Area Master Plan as adopted on January 15, 1998.
2. GRANTOR'S Continued Water Rights Preserved. The Parties acknowledge that the waters of Parley's Creek are owned and used by GRANTOR for various purposes, including but not limited to culinary

drinking water and irrigation. The parties also acknowledge that the Parley's creek corridor is a major storm water runoff collection system. In order to continue to meet GRANTOR'S needs and obligations to serve and protect the public, therefore, the parties agree that notwithstanding any other provision of this agreement to the contrary, Grantor shall have the following continued water rights with respect to the Property:

- a. Grantor shall retain the right to remove any or all of the water from Parley's Creek at any time and for any reason; and
- b. Grantor shall retain the right to divert spring and storm water runoff at any location into the Parley's Creek corridor.

3. Rights of the GRANTEE. To accomplish the purpose of this Easement the

following rights are conveyed to the GRANTEE by this Easement:

- A. To preserve and protect the open space and conservation values of the Property;
- B. To enter upon the Property at reasonable times in order to monitor GRANTOR's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to GRANTOR, and the GRANTEE shall not unreasonably interfere with GRANTOR's use and enjoyment of the Property; and
- C. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement or which may be reasonably expected to

have a significant adverse impact on the Conservation Values associated with the Property, and to require the restoration of such areas or features of the Property that may be damaged by any Inconsistent activity or use.

4. Prohibited Uses. Except for the water rights reserved by GRANTOR, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- A. Sale or trade of the Property, or any part of the property, to any non governmental entity;
- B. Division, subdivision, or defacto subdivision (through long term leasing or otherwise) of the Property;
- C. Construction or location of any structure except for structures which are reasonably appropriate to a use permitted under this easement;
- D. The use of motorized vehicles, including motorcycles, all-terrain vehicles, and snowmobiles, except as permitted in paragraph 4;
- E. Industrial or commercial activities;
- F. Placement, erection, or maintenance of signs, billboards, or outdoor advertising structures on the Conservation Easement Area except for a reasonable number of signs of reasonable size for the following purposes:
 - (1) To state the name of the Property, history or purposes;
 - (2) To identify rules or restrictions on use and to address safety concerns; and

(3) Directional, interpretative, and educational signs; or

(4) Signs as may be customarily used by the Grantee to identify lands under conservation easement and the terms of such easement, with approval of Grantor;

G. Diking, filling, or alteration of stream courses and corridors except for flood control purposes, for implementing the adopted Hidden Hollow Master Plan, or as otherwise set forth herein;

H. Dumping, depositing, abandoning, discharging, or release of any gaseous, liquid, solid or hazardous wastes, substance, materials, pollutants, or debris of any nature on, in, or over the ground or into surface or ground water of the Property, except for the discharge of storm water as set forth herein;

I. All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purposes of the Easement.

5. Reserved Rights, Uses and Management Practices and Responsibilities of Salt Lake City Corporation. The following rights, uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with the Easement granted herein, and are expressly reserved to Grantor:

A. The public shall be permitted access for the purpose of recreation, nature study and non-motorized transportation which includes, but is not limited to:

- (1) Passive Recreational uses including, hiking, picnicking, and other recreational opportunities as are consistent with the conservation intentions of this Easement; and
 - (2) Nature Study, scientific and cultural resource research, including but not limited to: a) curricula-based environmental investigation as identified by the KOPE Kids program which explores their community and its relation to the environment through the use of Hidden Hollow Natural Area; b) bird watching; c) historical data gathering; d) the study of flora and fauna; and
 - (3) non-motorized biking on designated trails and in a manner which promotes use of the Property as an alternative route of transportation; and
- B. Improvement of the natural area as identified in the Hidden Hollow Natural Area Master Plan; and
- C. Grantor shall have the right to construct and maintain trails for use and safety of the public; and
- D. Safety management, protecting both the Property's users and the Conservation Values; and
- E. Grantor, or a subcontractor duly authorized by Grantor may use motorized vehicles:
- (1) to facilitate management and other maintenance purposes provided the mechanical equipment is in sound working order; and

(2) in the case of an emergency

F. The right to remove water from Parley's Creek for the purposes set forth herein;

G. The right to divert spring and storm water runoff into the Parley's Creek Corridor, provided that such diversion is effected in a manner which minimizes erosion to the property and protects vegetation to the Property; and

H. Activities described in this Paragraph 5 shall be conducted in a manner as to preserve and protect the natural, scenic, and open space resources of the Property, as set forth in Paragraph 1.

6. Documentation of Use and Condition of Property. To establish the present condition of the Property's natural, scenic, wildlife, recreational and water quality resources and the Property's man made features, so as to make possible the proper monitoring of future uses of the Property and to ensure compliance with the terms of the Easement, the parties hereto have prepared an inventory of the Property's relevant resource, features and conditions which inventory is attached, in part, hereto as Exhibit B, Baseline Documentation and by this reference made a part hereof. The Baseline Documentation in its entirety is on file at the office of the GRANTEE. The Parties expressly agree that said inventory is an accurate representation of the Property at the time the agreement is signed. Upon the implementation of actions contemplated in the Hidden Hollow area Master Plan, additional documentation, prepared by the GRANTEE and officially signed and notarized by the GRANTOR may be amended to the

Baseline Documentation. Except for such modifications as may be necessary to protect Grantor's reserved water rights as discussed herein, such documentation, as amended, shall constitute the minimum level at which the Property shall be maintained by GRANTOR. If a controversy arises with respect to the nature and/or extent of the historical and/or present use of the Property or physical condition of the Property at the time of the signing of this instrument, the Parties shall not be foreclosed from utilizing all relevant or material documents, surveys, reports and other evidence to assist in the resolution of the controversy.

7. GRANTEE's Remedies and Enforcement of Easement.

- A. In order to facilitate the operation and enforcement of this Easement, Grantor shall give the Grantee timely notice of and a reasonable opportunity to be involved in the planning and comment on any proposed plan, construction, or allowed activity that may adversely affect, in a substantial way, the conservation values protected here under.
- B. If the GRANTEE determines that GRANTOR is in violation of the terms of this Easement or that a violation is threatened, the GRANTEE shall give written notice to GRANTOR of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If GRANTOR fails to cure the violation within a thirty (30) day period or, under circumstances where

the violation cannot reasonably be cured within a thirty (30) day period fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the GRANTEE may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury. If the GRANTEE, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, the GRANTEE may pursue its remedies under this paragraph without prior notice to GRANTOR or without waiting for the period provided for cure to expire. The GRANTEE's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and GRANTOR agrees that GRANTEE's remedies at law for any violation of the terms of this Easement are inadequate and that the GRANTEE shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

- C. GRANTEE's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the GRANTEE, and any forbearance by

the GRANTEE to exercise its rights under this Easement in the event of any breach of any term of this Easement by the GRANTOR shall not be deemed or construed to be a waiver by the GRANTEE of such term or of any subsequent breach of the same or any other term of this Easement or of any of the GRANTEE's rights under this Easement.

No delay or omission by the GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver.

D. Acts Beyond GRANTOR's Control. Nothing contained in this Easement shall be construed to entitle the GRANTEE to bring any action against the GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Parties also acknowledge and agree that Grantor shall not be responsible for the actions of other individuals, or entities

8. Costs and Liabilities. GRANTOR retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

9. Extinguishment. If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement

can be terminated or extinguished, in whole or in part, either by mutual agreement, or by judicial proceedings in a court of competent jurisdiction.

10. Transfer of Easement. If the GRANTEE determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce said rights, or if the GRANTEE ceases to exist or is otherwise prevented from enforcing its rights under this instrument, or if the GRANTEE no longer qualifies as a qualified organization under Section 170 (h)(3) of the Internal Revenue Service (IRS) Code or a comparable provision in any subsequent revision of the IRS Code, the GRANTEE shall so notify GRANTOR. As soon as practical thereafter, Grantee shall convey in perpetuity all its rights under this instrument and deliver a copy of this instrument to an organization designated by the GRANTEE and acceptable to GRANTOR and described in or contemplated by Section 170(h)(3) of the IRS Code or the comparable provision in any subsequent revision of the IRS Code, without qualification, to ensure that the Easement is enforced. Furthermore, the GRANTEE is hereby expressly prohibited from subsequently transferring, the Easement, whether or not for consideration, unless;

- A. the GRANTEE, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out;
- B. the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 170(h)(3) of the IRS

Code (or the comparable provision in any subsequent revision of the IRS Code) and regulations promulgated thereunder; and

C. the GRANTOR consents in writing to the transfer, which consent shall not unreasonably be withheld.

11. Subsequent Transfers. GRANTOR agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. GRANTOR further agrees to give written notice to the GRANTEE of the transfer of any interest in the Property at least twenty (20) days prior to the date of such transfer. The failure of GRANTOR to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12. Estoppel Certificates. Upon request by GRANTOR, the GRANTEE shall within twenty (20) days execute and deliver to GRANTOR any document, including an estoppel certificate, which certifies GRANTOR's compliance with any obligation of GRANTOR contained in this Easement and otherwise evidences the status of this Easement as may be requested by GRANTOR.

13. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To GRANTOR: Salt Lake City Corporation
Attn: Property Manager
451 South State Street
Salt Lake City, UT 84111

To GRANTEE: Utah Open Lands Conservation Association
1790 South 1100 East, #3
Salt Lake City, UT. 84105

or to such other address as either party from time to time shall designate by written notice to the other.

14. Recordation. The GRANTEE shall record this instrument in timely fashion in the official records of Salt Lake County, Utah and may re-record it at any time as may be required to preserve its rights in this Easement.

15. General Provisions.

A Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

B Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of Utah Code Ann. §57-18-1, et seq. (1985) and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of

the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

E. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of GRANTOR's title in any respect.

F. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

G. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

H. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

I. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties;

each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF GRANTOR and the GRANTEE have set their hands on the day and year first above written.

GRANTEE:

Utah Open Lands Conservation Association

By David Allen
Its Chair, David Allen

State of Utah)

:SS

County of Salt Lake)

On the 9th day of May, 2000, personally appeared before me GRANTEE David Allen acknowledging before me that he is the Chair of Utah Open Lands Conservation Association, and that the within and foregoing Agreement is signed on behalf of said corporation by authority of resolution of its board of trustees and duly acknowledges to me that said corporation executed the same.

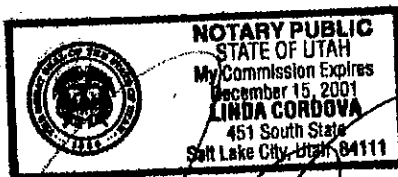
Linda Cordova
Notary Public

Residing at:

RECORDED

AUG 04 2000

CITY RECORDER



GRANTOR:

Salt Lake City Corporation

By Ross C. Anderson
Its Mayor, Ross C. Anderson

Attest and countersign:

Approved as to Form Salt Lake City
Attorneys Office

[Signature]
Chief Deputy Recorder

By Lynn Pace

5-9-2000

Date

State of Utah

County of Salt Lake



On this 9th day of May, 2000, personally appeared before me Grantor, Ross C. Anderson acknowledging before me that he is the Mayor of Salt Lake City and that the City of Salt Lake is the owner and that this instrument was executed with proper authority.

Linda Cordova
Notary Public

Residing at:

State of Utah)

:SS

County of Salt Lake)



The foregoing instrument was acknowledged before me this day of
by ~~Scott Cannon~~ ⁴¹⁵ in her capacity as ~~Chief~~ Deputy City Recorder of SALT LAKE
CITY CORPORATION, a Utah municipal corporation.

Janyce Fowles
Notary Public
Residing at:

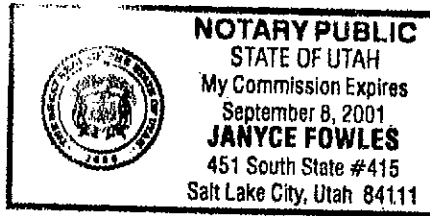


Exhibit A

BK8381P66545

EXHIBIT A

HIDDEN HOLLOW CONSERVATION DESCRIPTION v3

A parcel of land located in Section 20, Township 1 South, Range 1 East, Salt Lake Base and Meridian, beginning at a point that is South 00°01'23" East 508.48 feet and West 272.64 feet from the Northeast Corner of Block 46, 10-Acre, Plat "A", Big Field Survey; thence North 89°42'22" West 75.06 feet; thence South 00°20'37" West 19.97 feet; thence South 84°24'05" West 51.10 feet; thence North 00°45'36" East 25.22 feet; thence North 89°42'22" West 463.24 feet; thence North 104.09 feet; thence West 118.04 feet; thence North 33°11'50" West 72.31 feet; thence North 03°55'19" East 11.61 feet; thence North 44°31'00" East 47.29 feet; thence East 133.02 feet; thence North 00°01'04" West 9.78 feet; thence North 89°51'27" East 57.80 feet; thence South 00°01'04" East 9.91 feet; thence North 89°51'27" East 522.58 feet; thence South 00°11'27" East 53.65 feet; thence South 00°20'37" West 160.59 feet to the point of beginning.

Contains 3.25 acres more or less.

Parcels

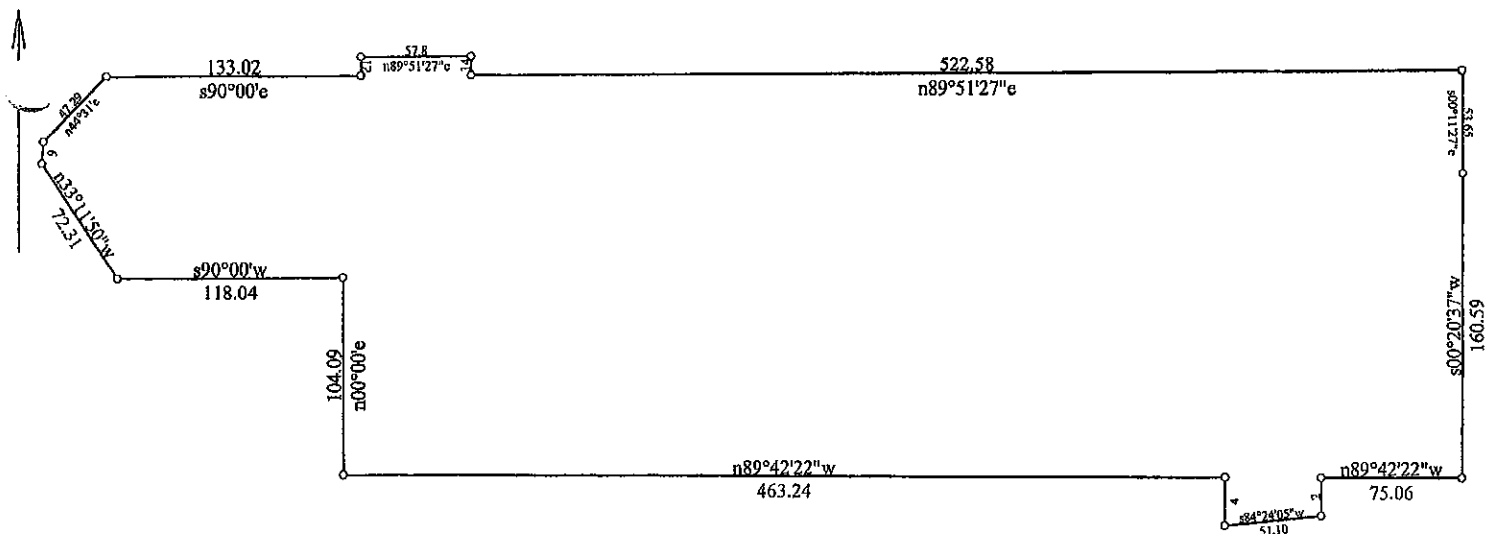
16-20-229 - 053

16-20-229 - 062

16-20-229 - 059

16-2-229 - 057

BK8381P66546



Title:		Date: 05-05-2000
Scale: 1 inch = 101 feet	File:	
Tract 1: 3.250 Acres: 141583 Sq Feet: Closure = s48.3533e 0.00 Feet: Precision = 1/725212: Perimeter = 1935 Feet		
001=n89.4222w 75.06	007=s90.00w 118.04	013=n89.5127e 57.8
002=s00.2037w 19.97	008=n33.1150w 72.31	014=s00.0104e 9.91
003=s84.2405w 51.10	009=n03.5519e 11.61	015=n89.5127e 522.58
004=n00.4536e 25.22	010=n44.31e 47.29	016=s00.1127e 53.65
005=n89.4222w 463.24	011=s90.00e 133.02	017=s00.2037w 160.59
006=n00.00e 104.09	012=n00.0104w 9.78	

BK8381PG6547

Exhibit B

The full and exact copy of the contents of Exhibit B is on file and archived in the office of the Salt Lake City Records Office 451 South State Street, Salt Lake City, Utah 84111.

BK8381P66548

Connections

Access to Hidden Hollow from 13th

Elevator etc. security new building

Tunnel / Overpass connection to Sugar House park

Connection overpass at new building vs. Intersection

On 13th, make some lane changes leaving a median and safe zone with surface crossing.

At a 13th crossing, have vehicle passage recessed and pedestrian across at the surface

Fairmont park linkage, leave sidewalks for pedestrians only. Make the major path/bike trail go around by I-80

Locate existing tunnels

Connection at north side of bridge area

On 13th make connection from 21st to Wilmington, and make it very visible and distinguished

Hidden Hollow Ecological Inventory

The following plant and animal species exist in Hidden Hollow and have been identified by Dr. AT Harrison, Assoc. Prof. Of Biology, Biology Department, Westminister College of Salt Lake City, as of March 1997. The plants are classified by their growth form. The common name is followed by the scientific name together with brief comments. A reference plant collection of identified, pressed specimens is being assembled at Westminister College. This list documents the importance of relict or remnant native plant species which should be used for future landscaping and habitat restoration efforts in this important riparian, urban natural area. The standard reference book for identifying the plant species found in Utah is: A Utah Flora S.L. Welsh et al. Great Basin Naturalist Memoir NO. 1, 1987. BYU Press.

- | <u>A. NATIVE TREES:</u> | <u>Comments & Notes</u> |
|--|---|
| 1. Box Elder (<u>Acer negundo</u>) | -Along upper creek banks; important food plant for insects, & birds. |
| 2. Peach Leaf Willow (<u>Salix amygdaloides</u>) | -Important riparian tree for stream bank stabilization. |
| 3. Gambel Oak (<u>Quercus gambelii</u>) | -Two remnant clone at the NE side of property. |
| 4. Narrowleaf Cottonwood (<u>Populus angustifolia</u>) | -One remnant clone at the NE. side of property. |
|
<u>B. INTRODUCED OF EXOTIC TREES:</u> These trees are recent invaders of Hidden Hollow from surrounding urban lots. Their seed is spread either by bird or the wind. The seedlings grow rapidly, invading disturbed soil and recent plantings. They compete with native species for space and nutrients and have minimal value for wildlife. They should be removed as labor and resources permit as part of a long term management plan for the area. | |
| 1. Siberian Elm (<u>Ulmus pumila</u>) | -Scattered throughout the Hollow; some have been removed already. |
| 2. Green Ash (<u>Fraxinus pennsylvanica</u>) | -A few seedlings and saplings along the creek. |
| 3. Russian Olive (<u>Elaeagnus angustifolia</u>) | -A very few small seedling; brought into the area by starlings and robins; need removal regularly. |
| 4. Tree of Heaven (<u>Ailanthus altissima</u>) | -A few saplings on the north side of creek; invading from a parent plant near Hygeia building. Should be removed as soon as possible. |
| 5. Weeping Willow (<u>Salix babylonica</u>) | -One tree growing in the creek at the east end of the property. |
| 6. Poplar hybrids and backcrosses | -A number of these hybrid cottonwoods established after the flood years 1983-84 from hybrid seed from cultivated European black cottonwood (<u>Populus nigra</u>), the Carolian Poplar, and the Fremont Cottonwood (<u>Populus fremontii</u>), all of which are inter-fertile and which come from parent trees, upstream along Parley's Creek. They should probably be left rather than removed since they are important habitat and food plants for insects and birds. |

C. NATIVE SHRUBS: These few scattered shrubs are indicative of pre-settlement conditions along the banks of Parley's Creek and should be used as a model for landscaping restoration along the banks of the creek. There are two important shrubs which have not been found in Hidden Hollow but are known to occur on nearby Emigration Creek on Westminster campus. They are Red Osier dogwood (*Cornus Stolonifera*) and Black Hawthorn (*Crataegus douglas*), both of which are valuable riparian shrubs which should be reintroduced with future habitat restoration projects.

- | | |
|---|--|
| 1. Chokecherry (<i>Prunus virginiana</i> var. <i>melanocarpa</i>) | Three or four plants along the south creek bank. Valuable for butterflies & birds |
| 2. Creeping Oregon Grape (<i>Mahonia repens</i>) | Two large clones along the upper south bank; both growing under gambel oak. |
| 3. Golden Currant (<i>Ribes aureum</i>) | 3-4 plants along the south high bank |
| 4. Wood's Rose (<i>Rosa woodsii</i>) | 3-4 plants along the south bank |
| 5. Fragrant sumac (<i>Rhus aromatica</i> var. <i>trilobata</i>) | One plant along the south west high bank |
| 6. Rubber Rabbitbrush (<i>Chrysothamnus nauseosus</i>) | Two plant on fill along east bank. |
| 7. Poison Ivy (<i>Rhus toxicodendron</i>) | Two to three large clones on the north bank of creek under old peach leaf willows. |
| 8. Service berry (<i>Amelanchier alnifolia</i>) | Recently planted on the south creek bank. |
| 9. Sandbar Willow (<i>Salix ewigua</i>) | One clone on the south creek bank near the plank bridge above the pond. |

D. INTRODUCED SHRUBS & VINES:

- | | |
|--|---|
| 1. Bittersweet (<i>Solanum dulcimara</i>) | -This small vine, introduced from Europe is spread by fruit eating birds (robins) and is probably poisonous and should be removed. There are a number of plants along the shady creek-side near the water on both sides of creek. |
| 2. Climbing rose (<i>Rosa</i> sp.) | -These are two large plants near the south entry gate on both sides of the trail; one near the south pole, the other above the creek. The seed was introduced either by birds or by yard waste dumping in year prior to the clean up. They should be removed. |
| 3. English Ivy (<i>Hedera helix</i>) | -This cultivated, evergreen vine has been introduced by fruit eating birds; seeds are defecated by roosting birds and one plant is growing under Peachleaf willows on the low south bank of the creek. |
| 4. Virginia Creeper (<i>Parthenocissus quinquefolia</i>) | -cultivated vine; climbing in trees on north side of creek. |

- | | |
|--|---|
| 10. Large Periwinkle (<u>Vinca major</u>) | Growing on north side of creek; probably introduced with year waste dumping. Landscape groundcover. Cultivated crop plant. East side of creek.
Throughout area. Noxious weed. Requires control by law.
Edible; grows around lower pond. |
| 11. Alfalfa (<u>Medicago sativa</u>) | |
| 12. Whitetop (<u>Cardaria draba</u>) | |
| 13. Watercress (<u>Rorippa nasturtium-aquaticum</u>) | |

G. INTRODUCED BIENNIAL WEEDS:

- | | |
|--|---|
| 1. Scotch Thistle (<u>Onopordum acanthium</u>) | A noxious weed which by law must be controlled. Fall rosettes were removed by volunteers during 1996 and 1997. Throughout the area in shady, moist places.
A nitrogen fixing legume; planted in seed mix to prevent soil erosion in 1993-95.
A poisonous weed, along creek on south and possibly north side; needs to be removed. This was the plant that killed Socrates.
Common in dry, open, disturbed areas. |
| 2. Burdock (<u>Arctium minus</u>) | |
| 3. Yellow sweetclover (<u>Melilotus officinalis</u>) | |
| 4. Poison Hemlock (<u>Conium maculatum</u>) | |
| 5. Tumbling Mustard (<u>Sisymbrium altissimum</u>) | |

H. INTRODUCED ANNUAL WEEDS: These comprise most of the plants in the upper, dry areas of Hidden Hollow. They will need to be suppressed with ground cover wood chips or pre-emergent herbicide during landscaping restoration efforts. Many of these weeds have been introduced from Europe over the last 150 years.

- | | |
|--|--|
| 1. Fumitory (<u>Fumaria officinalis</u>) | Throughout the area in shady areas.
A common weed; edible when young
A bothersome, early spring annual of intensely disturbed areas. Spread by construction equipment. |
| 2. Wild lettuce (<u>Lactuca serriola</u>) | |
| 3. Burr Buttercup (<u>Ranunculus testiculatus</u>) | |
| 4. Cranesbill (<u>Erodium cicutarium</u>) | A common spring weed; introduced by overgrazing.
Common spring weed. Edible; seed pods shaped like a triangular shepherd's purse. |
| 5. Shepherd's Purse (<u>Capsella bursa-pastoris</u>) | |
| 6. Summer cypress (<u>Kochia scoparia</u>) | A very common weed of intensely disturbed areas. Can grow to 6 feet competitive. |
| 7. Speedwell (<u>Veronica perigrina</u>) | |
| 8. Alyssum (<u>Alyssum alysioides</u>) | Attractive, blue flowered spring weed.
Early yellow flowered; open disturbed areas |
| 9. Dead-nettle (<u>Lamium amplexicaule</u>) | |
| 10. Orache (<u>Atriplex heterosperma</u>) | Interesting, irregular purple flowers in spring.
Highly nutritious, edible herb
Tiny (1 inch) spring annual in open disturbed areas.
Open moist areas along creek bank. |
| 11. Spring Draba (<u>Draba verna</u>) | |
| 12. Cocklebur (<u>Xanthium strumarium</u>) | |

E. NATIVE WILDFLOWERS OR HERBS: Most of the native plants are rare in Hidden Hollow due to intense disturbance and competition from introduced weeds. A number of native wildflowers still exist on the Wasatch foothill and in protected areas along Emigration Creek below 1800 E. These include species such locoweed and evening primrose. See Harrison for list of additional native wildflowers and grasses appropriate to the area.

- | | |
|---|--|
| 1. Wild Onion (<u>Allium textile</u>) | 6-10 plants growing with relict oak and Oregon Grape on the upper south bank |
| 2. Indian Parsley (<u>Lomatium dissectum</u>) | Several plants growing with the wild onion (above) and several more along the south and north creek banks. |
| 3. Willowherb (<u>Gayophytum ramosissimum</u>) | A native annual; disturbed soil SE corner |
| 4. Annual Sunflower (<u>Helianthus annuus</u>) | Scattered throughout disturbed areas. |
| 5. Western Ragweed (<u>Ambrosia psilostachya</u>) | A rhizomatous, perennial; dry areas |
| 6. Curlycup Gumweed (<u>Grindellia squarrosa</u>) | A perennial, showy, yellow composite; abundant. |
| 7. Everywhere Aster (<u>Aster chilensis</u>) | Abundant, perennial, small lavender flowers |
| 8. Western Aster (<u>Aster occidentalis</u>) | Larger leaves and flowers than above; fall flowers. |
| 9. Bedstraw or Cleavers (<u>Galium triflorum</u>) | An interesting native annual with velcro-like hairs |

F. INTRODUCED PERENNIAL HERBS (and WEEDS): Due to the intense level of historic human occupation, disturbance, construction activity, dumping, etc. here in the Sugar House urban area, most of the plants growing in Wasatch Hollow are annual or perennial weeds. These common plants were introduced from other continents over the last 150 years and are now common throughout the urban areas and alleys of Salt Lake City. Some being on the official noxious weed list require property owners to control them. This weed (annual and perennial) list is incomplete and should be updated with future additions.

- | | |
|---|--|
| 1. Dandelion (<u>Taraxacum officinale</u>) | Common perennial weed. Edible leaves & roots. |
| 2. Chicory (<u>Cichorium intybus</u>) | Very common; biennial with bright blue summer flowers; roasted roots are coffee additive; blanched shoots are edible. |
| 3. Patience Dock (<u>Rumex patertia</u>) | Common, edible weed; in moist places near creek. |
| 4. Salad Burnett (<u>Sanguisorba minor</u>) | An edible garden herb; several plants along creek. |
| 5. Bindweed (<u>Convolvulus arvensis</u>) | A noxious perennial weed |
| 6. Catnip (<u>Nepeta catarica</u>) | An herbal weed |
| 7. Violet (<u>Viola odorata</u>) | A cultivated flower escaped into the Hollow probably from yard waste dumping over the years. IN moist, shaded area on south side of Creek. |
| 8. Red Emperor tulip | Planted by Hawthorn Elementary students about 1991-1992 |
| 9. Iris (<u>Iris germanica</u>) | Growing on the north side of creek from year waste dumping prior to 1990 |

- I. INTRODUCED GRASSES (annual and perennial): No native grass species have yet been identified in Hidden Hollow. It would be valuable for educational reasons to reintroduce many of the native grasses known to have occurred in the area in any future habitat and landscaping restoration plans. See Harrison for recommendations. A very successful native grass and wildflower habitat restoration has been achieved on the south side of Interstate 80 at approximately 2100 E. and could be similarly done in Hidden Hollow.

- | | |
|--|---|
| 1. Bulbous Bluegrass (<u>Poa bulbosa</u>) | Probably the commonest grass; green in early spring. Goes dormant in late spring. Perennial |
| 2. Foxtail Barley (<u>Hordeum jubatum</u>) | Wet areas along stream. Perennial |
| 3. Cheatgrass (<u>Bromus tectorum</u>) | Everywhere in open, disturbed area. Noxious annual |
| 4. Annual Wild Rye ? (<u>Secale cereale</u>) | Introduced recently for erosion control. |
| 5. Tall Wheatgrass (<u>Elymus elongatus</u>) | An introduced, perennial bunch grass. |
| 6. Quackgrass (<u>Elymus repens</u>) | A noxious, rhizomatous perennial weed. |
| 7. Orchardgrass (<u>Dactylis glomerata</u>) | Introduced perennial bunch grass; most areas along the creek bank. |

- J. LIST OF ANIMALS SEEN IN HIDDEN HOLLOW: This list is highly incomplete (from Harrison's memory and notes) and needs to be added to by frequent visitors of the area.

1. Birds:

1. Mallard duck (3-25-97)
2. California Gull (3-28-97)
3. Kestrel (1993)
4. Robin (3-28-97)
5. Black Capped Chick
6. House Finch

2. Mammals:

1. Rock Squirrel (3-25-97)
2. Muskrat (1994)

Fish:

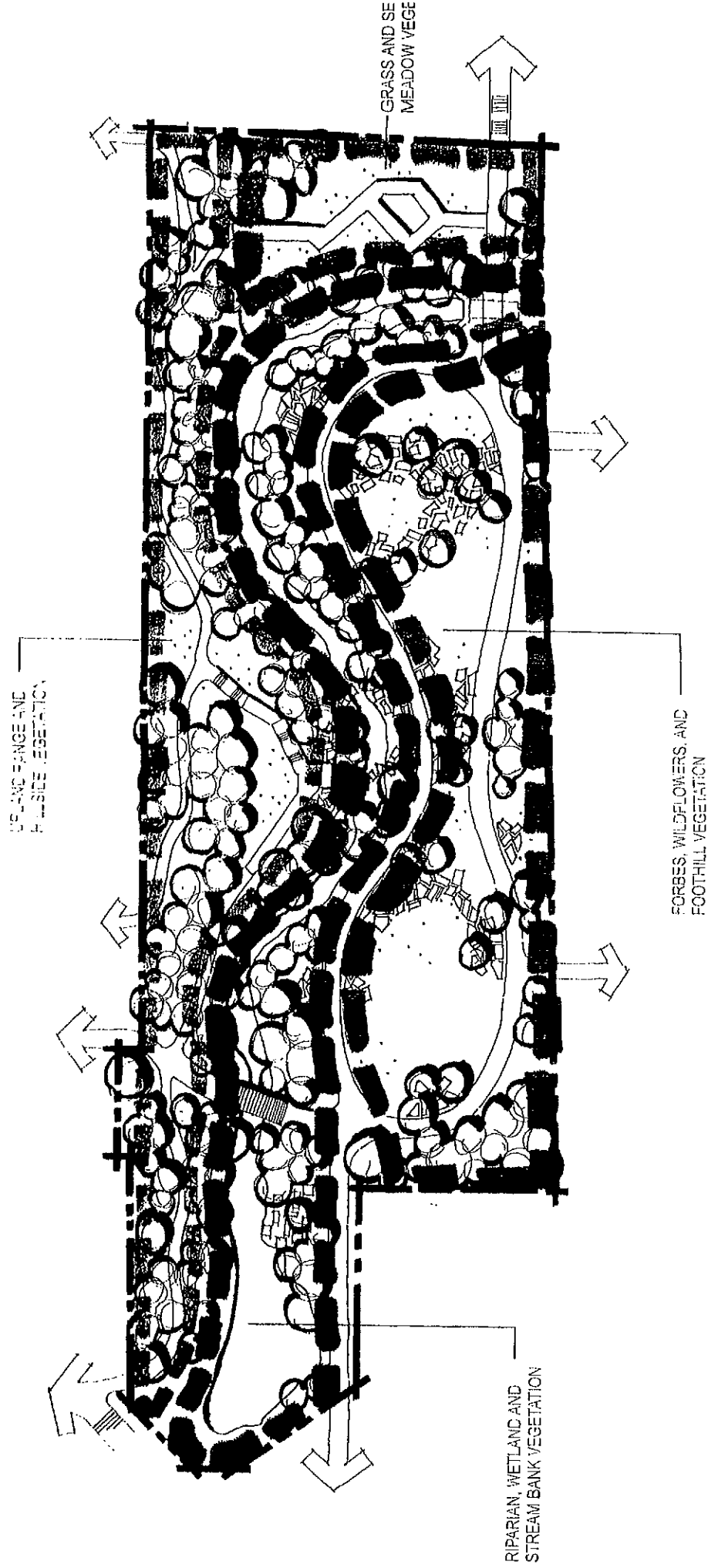
1. Rainbow Trout (1994)
2. Carp (1994)

Amphibians:

1. Tiger Salamander

Insects:

1. Box Elder Bugs (3-28-97)
2. Mourning Cloak Butterfly (3-28-97)
3. Large brown aphids on Peachleaf Willow trees in fall.
4. Stream needs to be sampled for aquatic insects.



HIDDEN HOLLOW NATURAL AREA PLANTING PLAN

Scale: 1" = 50'
Date: 1-15-98

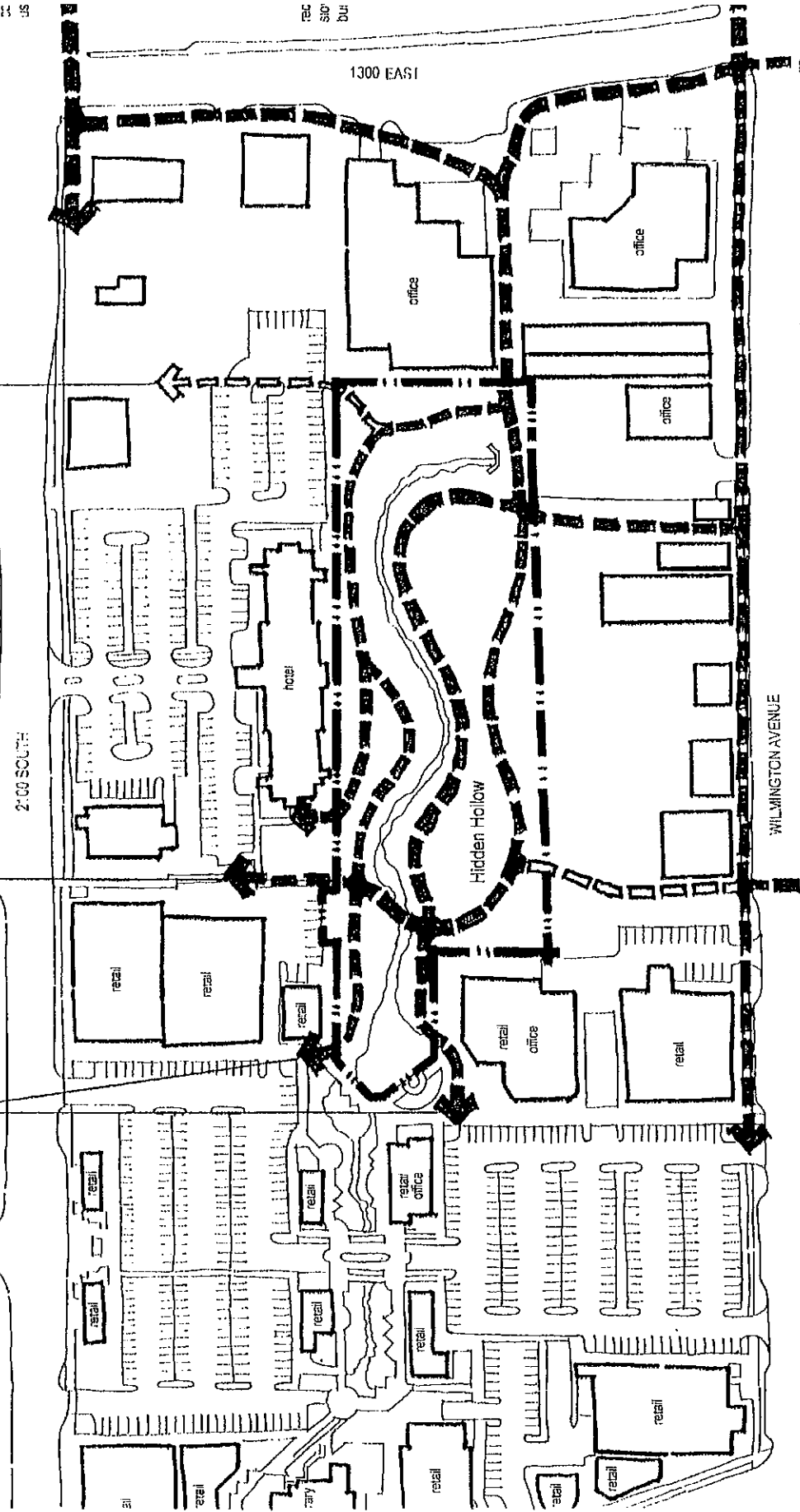


NC

Hidden Hollow has two exits into the future retail development that will connect Hidden Hollow with Downtown Sugar House

the exit to the north between the future retail development and the area connects to 2100 South

a possible future connection from the north east corner of Hidden Hollow to the north will make a second connection to 2100 South



connecting to Fairmont Park - pedestrians should use the existing area sidewalks and bicyclist: recreators should use the proposed open space corridors trail east up the north side of interstate 30 and along 1300 East

connection to Sugar House Center via the south east and possible future south west exits of Hidden Hollow

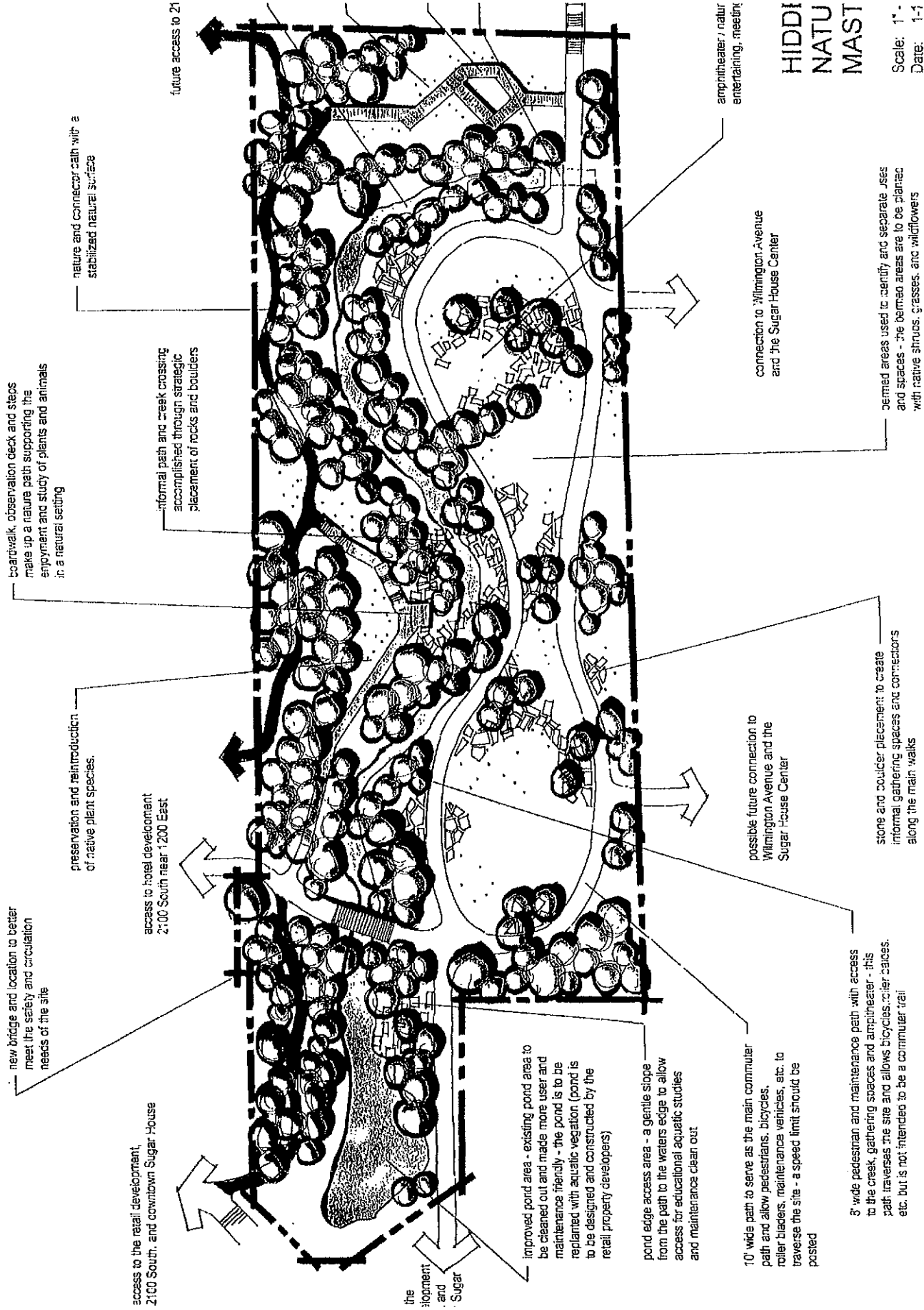
connection to Sugar House Center via the south and east axis of Hidden Hollow

Sugar House Center

PROPOSED CONNECTIONS POSSIBLE FUTURE CONNECTIONS

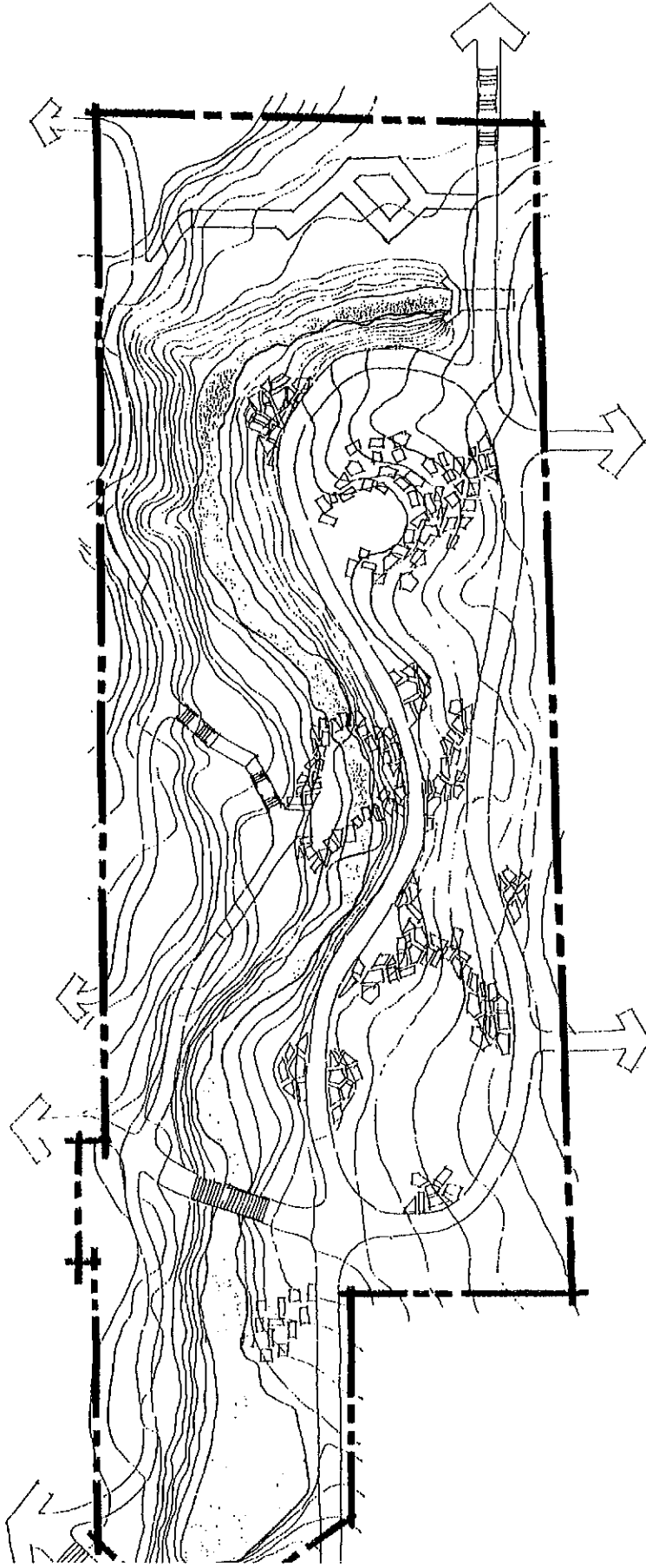
HIDDEN HOLLOW NATIONAL CONNECTION

Not To Scale Date: 1-1-11



HIDDEN NATURAL MAST

Scale: 1" = 1'
Date: 1-1-1



1' CONTOUR INTERVALS

HIDDEN HOLLOV NATURAL AREA GRADING AND DRAINAGE

Scale: 1" = 60'
Date: 1-15-98



BOARD WALKS
PROTECTING THE
WETLAND VALUES ARE
FOUND THROUGHOUT
THE HOLLOW IN
SENSITIVE AREAS, WHERE
THE BOARD WALKS
PROTECT WET RIPARIAN
AREAS WHILE PROVIDING
AN OPPORTUNITY FOR
INDIVIDUALS TO GAIN A
CLOSER LOOK AT THE
NATURAL SYSTEM.



BENCHES ARE LOCATED
IN A FEW SPOTS IN THE
HOLLOW ALONG
DESIGNATED TRAILS.

COMMERCIAL
DEVELOPMENT AND MAIN
WALKING TRAIL ON THE
NORTH SIDE



ALONG THE
SIDE WALKING
ORDERED BY
IENT



Salt Lake City Corporation

Contract Activation

C 00 - 497

Contract Nbr: 01 8 00 8321 Status: A City Wide: N
Title: PRESERVATION EASEMENT AGMT FOR HIDDEN HOLL
Vendor 19519 UTAH OPEN LANDS
Dept Contact: VAL POPE 535-7774
Starts: 5/8/00 Ends: 6/8/00
Term: Units:
Limit: \$0.00

Contract Activation was successful.

C 00-497



Salt Lake City Corporation Contract Routing Form

May 08, 2000 13:35

Requesting Department: 01

Department Monitor: VAL POPE

Dept Administrator: RICK GRAHAM

Phone: 535-7774

City Wide Agreement ☐

Requested: 5/5/2000

Vendor: UTAH OPEN LANDS

Pe Id: 19519

PO BOX 680921

8/400

1 - copy RECORDED w/ exhibit (ORIGINAL)

1 - copy - PROP - John

1 - Act - SUEANN

PARK CITY

UT 84068-0921

Vendor Contact:

Phone:

Vendor Contract:

1 - original to county RECORDED Contract Title

PRESERVATION EASEMENT AGMT FOR HIDDEN HOLLOW

Number of executed copies required by department: 1

Signatory Authority: (Check One)	
Mayor: ☒	
Authorized Designee: _____	
Procurement Official: _____	
Department Head: _____	

Insurance Required: N

Perf Bond Required: N Expires:

Pmt Bond Required: N Expires:

If Insurances or Bonds are required but not attached, explain on the reverse side.

Contract Number: 01 8 00 8321

Old Contract:

Project:

Starts: 5/8/2000

Rfp/Bid Number:

Ends: 6/8/2000

Bid Date:

Term:

Spec Nmbr:

Stop Payments:

Extension Options: 0

Limit: \$0.00

I certify that no encumbrance is required at this time.

Signature/Date

For Attorneys Office Use Only:

This document has been approved as to form

Signature/Date

Recorders office: Please return completed package to:

See attached for Routing Box and Contract Distribution

Contract Number: 01-8-00-8321- Venc. UTAH OPEN LANDS
Contract Title: PRESERVATION EASEMENT AGMT FOR HIDDEN

Seq	Dept	Name	Phone	Date
10	01	PROPERTY MGMT	535-7133	5/5/2000
20	01	TO DEPT TO REVIEW	535-7133	
30	01	TO ATTY-INITIAL REVIEW	535-7133	
40	15	ATTORNEY APPROVAL	535-7788	
50	01	PREPARE DOCU-ROUTING	535-7133	5/8/2000
60	01	CONTR ACCT-ENCUMBER	535-6406	5/8/2000
70	15	ATTY-FINAL APPROVAL	535-7788	
80	07	RECORDER-ACTIVATE	535-7671	

ROCKY J. FLUHART
CHIEF ADMINISTRATIVE OFFICER

SALT LAKE CITY CORPORATION
DEPARTMENT OF MANAGEMENT SERVICES
PURCHASING, CONTRACTS AND PROPERTY MANAGEMENT DIVISION

ROSS C. "ROCKY" ANDERSON
MAYOR

8 May 2000

Mayor Ross C. Anderson
451 South State Street, Rm. 306
Salt Lake City, UT 84111

RE: Hidden Hollow Natural Area Preservation Easement Agreement

Dear Mayor Anderson,

Enclosed for your signature is the original copy of the above referenced Preservation Easement Agreement in favor of the Utah Open Lands Conservation Association.

The conservation easement assures that the 3.25 acres described within the document are preserved in perpetuity in its natural and restored condition. The 1985 Sugar House Master Plan called for a conservation easement along Parley's Creek with a useable open space trail along the creek. The Hidden Hollow Natural Area enhances the Sugar House Master Plan by preserving green space, encouraging pedestrian foot traffic and promoting wildlife habitat within a commercial development. Hidden Hollow will remain protected from encroaching commercial development for future generations to enjoy.

The City Council has been notified in accordance with City Ordinance and has elected not to hold a public hearing. As soon as the Easement has been signed on behalf of the City, the City Recorder should be instructed to keep a copy and return the original to Property Management for completion of the transaction. Thank you for your consideration.

Sincerely



Linda Cordova
Property Manager

Encl:

451 SOUTH STATE STREET, ROOM 245, SALT LAKE CITY, UTAH 84111

TELEPHONE: 801-535-7133 FAX: 801-535-6190

WWW.CI.SLC.UT.US/PURCHASING.HTML



**EXHIBIT “D” - Special Warranty Deed with Description of Pedestrian and Vehicle
Maintenance Access**

After Recording Return To:
Redevelopment Agency of Salt Lake City
451 South State Street, Rm 418
Salt Lake City, Utah 84111

7638031
05/15/2000 08:46 AM NO FEE
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY REDEVELOPMENT AGENCY
BY: ZJK, DEPUTY - WI 2 P.

SPECIAL WARRANTY DEED

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, whose mailing address is 451 South State Street, Room 245, Salt Lake City, Utah 84111, "**GRANTOR**", hereby specially conveys and warrants against acts of itself and none other, or against all claiming by, through or under it, to, the **REDEVELOPMENT AGENCY OF SALT LAKE CITY**, a public agency, whose mailing address is 451 South State Street, Room 418 Salt Lake City, Utah 84111 as "**GRANTEE**", for the sum of TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration, the Grantor's right, title and interest in and to the parcels of land more particularly described below:

A parcel of land located in Section 20, Township 1 South, Range 1 East, Salt Lake Base and Meridian. **Beginning** at a point that is South 508.71 feet and West 398.14 feet from the Northeast Corner of Block 46, 10-Acre, Plat "A", Big Field Survey; thence South 00°45'36" West 25.22 feet; thence South 00°02'58" East 26.72 feet; thence South 88°06'20" West 463.17 feet; thence North 69.62 feet; thence South 89°42'22" East 463.24 feet to the point beginning. Contains 0.65 Acres more or less.

And also Parcel No. 16-20-229-029-000

Beginning at the Southeast Corner of Lot 31, Block 8, Union Heights Subdivision; West 18.56 feet; North 103.6 feet; West 1.44 feet; North 50.67 feet Easterly to the Northeast Corner of said Lot 31; South 155.05 feet to beginning.

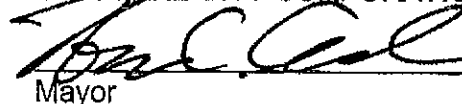
Subject to a pedestrian and maintenance vehicle access to the Hidden Hollow Natural Area from Wilmington Avenue, or such other designated access as may be acceptable to and approved by Grantor in writing. Said pedestrian and maintenance vehicle access extends north over the 0.71 acre parcel, and is described as follows: **Beginning** at a point that is South 00°01'23" East 508.48 feet and West 443.34 feet from the Northeast Corner of Block 46, 10-Acre, Plat "A", Big Field Survey; thence South 89°42'22" East 20.00 feet; thence South 00°20'37" West 207.99 feet; thence North 89°42'22" West 18.56 feet; thence North 00°20'37" East 103.60 feet; thence West 1.44 feet; thence North 00°20'37" East 104.39 feet to the point of beginning. Contains .09 acres more or less

SUBJECT TO all existing rights-of-way and easements of all public utilities or private third parties of any and every description now located on, in, under or over the confines of the above described property, and the rights of entry thereon for the purposes of obtaining, altering, replacing, removing, repairing or rerouting said utilities and all of them.

WITNESS the hand of said Grantor this

9th May 2000

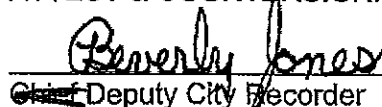
SALT LAKE CITY CORPORATION

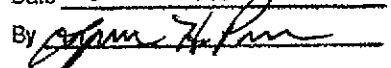

Mayor

RECORDED

MAY 09 2000

ATTEST & COUNTERSIGN:


Deputy City Recorder

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 5-8-2000
By 

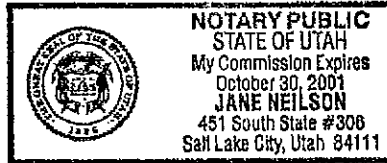
CITY RECORDER



7638031

BK8361PG4771

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

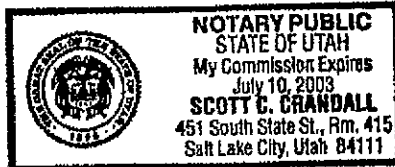


The foregoing instrument was acknowledged before me this day of 9th May 2000, by
Ross C. Anderson in his capacity as Mayor of SALT LAKE CITY CORPORATION, a Utah
municipal corporation.

Jane Neilson
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this day of MAY 19 2000, by
Beverly Jones in her capacity as ~~City~~ Deputy Recorder of SALT LAKE CITY CORPORATION,
a Utah municipal corporation.



[Signature]
NOTARY PUBLIC, Residing in
Salt Lake County, Utah

BK8361PG4772

EXHIBIT “E” - Additional Submissions Necessary as Part of the Final Proposal and Prior To Closing

During the exclusive negotiation period, the following is a partial list of requirements and conditions that the selected developer will need to provide or address to close on the purchase of the Property. These are standard requirements that are included in the Agency’s Purchase and Sale Agreement and Development Agreements. Complete copies of the documents are available upon request. Developer must agree to enter into these agreements with the Agency to design, construct, and oversee the operation of the development.

1. Design Submission and Approval. After selection and as part of the negotiations, the developer will be required to have approved by the Agency schematic, design development, and final construction drawings. These drawings will include a land use plan showing ground coverage, retail/office/residential uses, location of mid-block walkways, and other major design elements. The Agency may appoint a Design Review Committee to consider all design elements of the project and make a recommendation to the Board concerning the approval of the schematic, design development, and final construction documents required to be submitted for review and approval.
2. Cost Estimate. The developer will provide a cost estimate. The cost estimate should provide information concerning the development costs in terms of total cost and cost per square foot.
3. Pro Forma. The developer will provide a development budget that shows sources and uses. If developer is requesting RDA assistance, the budget shall clearly state the type (loan/grant) and amount of RDA assistance being requested and the amount of developer’s equity contribution, not including land.
4. Title. The developer accepts title subject to the Right of Reverter and a requirement that the developer and all subsequent owners will operate the construction and management of the property as an equal opportunity employer.
5. Schedule. The developer shall provide the Agency with a Schedule of Development that shall be approved by the Board of Directors prior to Closing.
6. One Percent for the Art. One percent (1%) of the cost of the developer Improvements shall either be donated to the “Percent for Art Fund” or paid for the installation of an art feature on the Property.
7. Bonding. The developer will be required to obtain a Payment, Performance, and Completion Bonds, and provide personal/corporate guarantees.
8. Title. The developer accepts title subject to the Right of Reverter and a requirement that

the developer and all subsequent owners will operate the construction and management of the property as an equal opportunity employer.

9. Closing. The Agency will only close simultaneously with the developer's construction financing, after Agency has approved the final construction documents, development schedule, and the developer has obtained a building permit.
10. Financing. If the selected developer opts to include for-sale housing in the development, developer will be required to secure written assurance from a bank that they will provide take out financing for the for-sale units. The developer will need to provide the Agency with verification of construction and long-term take out financing for the approved project prior to closing on the purchase of the property.
11. Financial Information. The selected developer will be required to submit additional financial information about the development entity and the owners or partners within the entity during the exclusive negotiation period. The financial information will include audited financial statements for the entity and the individual partners or owners within the entity.
12. Miscellaneous. Other terms as required by the RDA's attorney.