



## City Council Staff Report

**Subject:** Property Lease on 1302 Norfolk Avenue  
**Author:** Jason Glidden  
**Department:** Community Development  
**Date:** January 29, 2019  
**Type of Item:** Administrative- Property Lease

### Summary Recommendation

Staff requests Council approve a property lease in a form approved by the City Attorney with Ed Parigian, for the city-owned property located at 1302 Norfolk Avenue. (Exhibit A- Lease area)

### Executive Summary

Staff is recommending Council approve a property lease with the Ed Parigian, for the city-owned property located at 1302 Norfolk Avenue.

The terms of the lease are as follows:

1. Lease for the single family home located at 1302 Norfolk Avenue.
2. The lease would be from January 1, 2019 - December 31, 2019.
3. After December 31, 2019, the lease would be extended on a month to month basis not to exceed July 31, 2020.
4. The monthly rent will be \$1500.

### Background

The City acquired the property at 1302 Norfolk Avenue in December of 2018. Mr. Parigian has rented the property from the previous owner for more than ten years under the same financial terms as provided in the proposed lease.

#### *Woodside Park Phase 2 Construction*

A portion of the property purchased at 1302 Norfolk will be included in the development of the Woodside Park Phase 2 affordable housing project. Construction of this project is expected to begin in the summer of 2019 and last for eighteen (18) months. The construction of this project is not expected to impact the single family home located on 1302 Norfolk and allow the tenant to remain at the property through construction.

#### *Lease*

Staff has crafted a draft lease (Attachment I) which outlines the terms of the lease should Council approve direction. The lease term is January 1, 2019- December 31, 2019, and requires payment of a monthly rent of \$1500.00. The City reserves the right to terminate the lease, for any reason, with a thirty (30) day notice.

### Department Review

This report has been reviewed by the Community Development, City Attorney's Office and Executive Department. The lease is still undergoing legal review.

### Funding Source

Maintenance costs will be covered through the Lower Park Avenue RDA.

## Exhibit A- Draft Lease

### RESIDENTIAL RENTAL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (hereinafter referred to as "Landlord") and ED PARIGIAN, (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease the premises to the Tenant. This Residential Rental Agreement (hereinafter referred to as the "Lease" or "Agreement"), entered into the date first written below is between the parties listed herein for the Premises located as follows:

1. Premises. The property is located at 1302 Norfolk Avenue, Park City, Summit County, State of Utah, (herein referred to as the "Premises") and is for use as a private residence only, according to the terms set forth herein. No other occupants shall reside in the Premises except as listed above. Occupancy by guests remaining over ten (10) consecutive days or more than fifteen (15) days in any calendar quarter will be considered to be a violation of this provision unless prior written consent is given by Landlord.
2. Term. The Lease term is for one (1) year and shall commence on the 2<sup>nd</sup> day of January, 2019 and end on January 1, 2020. Upon the end of the term of this Lease, this Agreement shall convert to a month to month lease which in any event shall not exceed July 31, 2020.
3. Rent. The rent for the leased Premises shall be as follows:

Monthly Rent \$1,500.00 Security Deposit \$1000.00

Monthly rent is due by 5:00 p.m. on the 1st day of each month. A late fee of \$45.00 shall be due if full payment is not received before 5:00 p.m. on the 5th day of the month.

Hold Over Fee \$50.00 (per day) Service of Notice Fee \$15.00

If all rent and other accrued fees are not paid on or before the 5th day of each month by 5:00 p.m., Tenant agrees to pay a late charge as stated above. In the event that the original due date of any amount herein falls on a holiday or weekend, the payment shall be due on the first business day following any such date. However, the late fee will be assessed on the 5th of each month despite any weekend or holiday schedule. Any check returned shall accrue such additional charges as allowed by law which shall be in addition to the late fees. In the event Landlord serves any notice upon Tenant due to Tenant's failure to pay rent or for Tenant's violation of this Lease, Tenant shall be liable to Landlord for the Service of Notice Fee stated above. Landlord may, following default of any payments made by check or otherwise, give notice to tenant and require future payments be made by money order or certified funds. Acceptance of personal checks is not required.

Any dispute by Tenant must be stated in a separate notice and not merely stated on the face or rear of a negotiable instrument. Such dispute must be sent directly to Landlord and properly marked as a dispute.

4. Credit/Background Checks. Tenant agrees that Landlord may conduct a background, criminal history, and credit check prior to execution and prior to any potential amendment or renewal of this Lease.
5. Security Deposit. Landlord is in receipt of the security deposit listed above. Any sums due or owing by Tenant to Landlord may at any time be deducted from said deposit by Landlord at Landlord's discretion or at termination of the lease in accordance with UCA 57-17-3; deductions shall be used to pay non-rent items first. Tenant's security deposit will be refunded in full, if all of the conditions of this Agreement are fulfilled, including:
  - (a) The full Agreement term has expired or the Agreement has been terminated without default of Tenant and Tenant has not "Held Over." "Held over" means the Tenant is still in possession of the Premises after the expiration of the Lease or either party has given the other notice of termination.
  - (b) Tenant has provided a written thirty (30) day notice of intent to vacate to Landlord prior to December 1, 2019 or if after 1/1/2020, thirty (30) days prior to the last day of the month Tenant intends to vacate.
  - (c) Tenant has no other monies due in connection with any term or condition of this Agreement, and there are no other amounts due to Landlord from Tenant from any other agreement, arrangement, addendum, or other indebtedness.

(d) Tenant has thoroughly cleaned the Premises, appliances, and fixtures. Tenant acknowledges that there are specific charges that Landlord may charge for cleaning and damages. Those charges are agreed to by Tenant and Tenant does affirmatively agree to have Landlord's agents inspect the premises prior to move-out. Landlord will be entitled to and may deduct from the security deposit monies due pursuant to Landlord's cleaning charge list and all other reasonable charges to accomplish cleaning or repair from damage beyond normal wear and tear to allow the premises to be re-rented.

(e) All individuals using or occupying the Premises have surrendered the Premises to Landlord, and all keys to the Premises, and all other keys and openers related to the Premises are returned to Landlord.

Within thirty (30) days following the later of the Tenant's surrender of said Premises to Landlord *or* Tenant providing a forwarding address, Landlord will forward the balance of the security deposit less all deductions with an itemized statement of any deductions made provided a forwarding address has been provided in accordance with UCA 57-17-3.

It is Tenant's obligation to provide Landlord with all required notices prior to move-out and arrange for an inspection of the Premises by Landlord. In the event there are charges in excess of the security deposit, Tenant agrees to pay such amount upon demand.

6. Premises Conditions. Tenant acknowledges that he has been living in the Premises since 2006 and acknowledges that the Premises (including structural, mechanical, appliances, furnishings, and fixtures) are provided 'as is' and are in clean, safe, sanitary, and good working condition. Landlord makes no warranty of any kind, expressed or implied, and relies upon the fact that Tenant has lived in the Premises for more than a decade. Tenant agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Agreement (excepting normal wear and tear).

Tenant will return the Premises to Landlord in the same condition as the effective date (subject to normal wear and tear). Tenant agrees to maintain the Premises in a clean and sanitary condition. Tenant is required to maintain the Premises, both the interior and exterior, within a reasonable standard.

Tenant agrees to make no alteration to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of Landlord, which permission may be withheld for any or no reason.

7. Animals. Tenant may keep, allow, or maintain animals of any kind on or near the Premises for any length of time only with prior written consent of Landlord. Tenant may be entitled to keep no more than two (2) animals: domestic dog, cat or bird; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to City a pet deposit of Three Hundred Dollars (\$300.00), One Hundred Fifty Dollars (\$150.00) of which shall be non-refundable and shall be used upon the termination or expiration of this Lease for the purposes of cleaning the carpets. Any costs of cleaning or other damages or loss which are more than the pet deposit shall be paid to Landlord by Tenant.
8. Smoking. Smoking shall not be allowed on the Premises. Failure to abide by smoking policies may be cause for eviction. Tenant acknowledges that in the event he breaches the smoking policy, smoke may damage the Premises and Tenant hereby agrees to pay for any such damage.
9. Right of Entry. Unless otherwise restricted by law, Landlord may enter the Premises during reasonable hours with notice in order to inspect, make repairs, provide general or preventative maintenance, replace filters, leave any notice, or other reasonable business purposes while Tenant is present at the Premises. If Tenant is not present at the Premises, then Landlord will have the same right to make such entries by duplicate or master key but will leave written notice of and the reason for any such entry made. Tenant agrees that any such notice for entry shall be granted absent exigent circumstances that may otherwise prevent accommodation.

Any request for maintenance or repairs shall not be deemed to give Landlord authority to enter the Premises without requiring notice or further permission. Any entry into the Premises by the Landlord shall require notice, unless in an emergency as stated below.

If, in Landlord's opinion, there exists an emergency, Landlord may enter without notice at any time for any inspection, repair, or to determine the condition of the Premises. Landlord may secure the Premises at any time Landlord deems, in its sole discretion, that the security of the Premises may have been compromised, including, but not limited to death of a Tenant, incarceration, or hospitalization of a Tenant.

10. Illegal Activity. It shall be considered a breach of this Agreement for any Tenant or Tenant's invitees or guests to commit a criminal act on the Premises. Tenant shall immediately report any criminal act, whether or not cited by a police authority, to Landlord. Prior undisclosed or unresolved criminal acts shall also be considered a breach. Upon reasonable belief of Landlord that the Tenant has committed a criminal act, Landlord retains the right to perform additional background and criminal history searches throughout the tenancy.
11. Utility Service. Landlord shall be responsible for water and sewer utilities. Tenant shall be responsible for all other utilities, including, but not limited to trash, cable, internet, power, and gas, and shall establish an account with each of these utilities in his own name. Utilities shall be used for ordinary household purposes only. All utility services, whether provided by Landlord or Tenant, are subject to interruption or temporary termination for the purpose of repairs, alterations, or improvements to the Premises or adjacent property or for emergency reasons. Any such interruption of utility service shall not constitute a default by Landlord, nor is Landlord liable for interruption or termination. Tenant must obtain written approval to install a satellite dish and sign an addendum to this agreement. Tenant shall establish the utilities for which it is responsible immediately. If Tenant fails to establish the utilities required for normal function of a residence, Landlord may at its option terminate this Agreement or bill Tenant a handling fee of Fifty Dollars (\$50.00) per utility per month.
12. Move-Out Notice. At least thirty (30) days' notice must be given to Landlord's representative by Tenant prior to move-out.  
The last month's rent must be a full month without any prorations (unless otherwise agreed to in writing by Landlord). Tenant agrees to surrender the Premises at the termination of this Lease in the same condition or as altered pursuant to the provisions of this Agreement, ordinary wear and tear, damage by the elements, or other acts of God excepted.
13. Liens. By agreement, Tenant grants to Landlord a security interest in any and all property which is placed on the pursuant to the Tenant's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of the Landlord. The right to exclude this security interest shall become effective upon any rent or fees being due and unpaid. Landlord shall have the right to retain such property and utilize it to satisfy any monies due under this Agreement. Landlord may file a security filing with any governmental agency as notice of this lien. This security interest shall be deemed effective against all property in the Premises and shall be in addition to the statutory Landlord's lien. Landlord may inspect the Premises any time that there is an unpaid balance due, with notice, for purposes of preparing an inventory of secured items.  
Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord receives notice of any such lien against the property, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably believes title to the property is in jeopardy because of any lien the Tenant has caused to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.
14. Assignment/Sublease. The Lease may not be assigned or the Premises sublet.
15. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or breaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:
  - (a) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the Premises within fifteen (15) days;
  - (b) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;
  - (c) Landlord may agree to a payment of damages in such amount as the parties then agree and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord is on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant. In the event Tenant no longer occupies Premises during the Lease term, Landlord has a duty to mitigate by attempting to relet the Premises to a new Tenant.
16. Maintenance and Repairs. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Additionally, Landlord shall be responsible for mechanical systems which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Tenant shall be responsible for all interior maintenance

and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased premises or solely serves the Premises. Tenant shall pay for and replace smoke detector and/or carbon monoxide detector batteries as needed. Tenant shall also be responsible for all landscaping maintenance on the grounds, including but not limited to general mowing, weeding and irrigation of the property in addition to winter snow removal of all common areas, including decks, driveways and stairways.

Tenant agrees to request all repairs and services in writing from Landlord's designated representative. Landlord shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions or equipment or utility damage by fire, water, or other cases, Tenant shall notify Landlord's representative immediately. Landlord shall act with due diligence in making repairs, the Lease shall continue, and rent shall not abate during such periods.

Tenant is responsible for, and will reimburse Landlord for, any damages or loss caused to the Premises while Tenant is entitled to possession of the Premises. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse or intentional misconduct of Tenant, Tenant's family, occupants, pets, guests, or others. Landlord may assess costs for such damages when they occur. The intent is to require the Premises to be maintained in substantially the same condition as when Tenant took occupancy. The costs of repairs, restoration and replacements shall be paid for by the Landlord if rendered necessary by normal wear and tear. Otherwise, if such repairs, alterations, or replacements are rendered necessary by the negligence, carelessness, accident or abuse of Tenant and/or Tenant's guests, then all such costs shall be paid by Tenant. Tenant agrees to reimburse Landlord for all such costs within fifteen (15) days of notice. Such reimbursement shall be a priority payment over all other obligations of Tenant to Landlord. Landlord may periodically deduct such costs from Tenant's security deposit and Tenant agrees to promptly reimburse the security deposit to its original amount. It is agreed that Landlord carries insurance for its own protection and that Tenant is not a beneficiary of such insurance. None of Tenant's rent is considered to pay for insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated herein regardless of Landlord's insurance.

17. Hold Over. If Tenant holds-over and fails to vacate on or before the required move-out date (i.e., after being given 30 days written notice) Tenant shall be liable to pay rent for the hold-over period and to indemnify Landlord and/or prospective tenants for damages including rental loss, lodging expenses and attorney's fees. Hold-over rent shall be immediately due on a daily basis and delinquent without notice or demand.
18. Limited Liability. Landlord will not be liable for any damages or losses to persons or property caused by Tenant or any other persons including, but not limited to, any theft, burglary, assault, vandalism or other crimes. Landlord shall not be liable for personal injury or for damages to or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) or to Tenant for damage from fire, flood, water leaks, rain, hail, ice, snow, smoke, structural problems, environmental issues, taxis left by prior tenants, explosions, interruptions of utilities, acts of God, or negligent behavior of Landlord or its agents unless such injury or damage is caused by gross negligence of Landlord or its agents. **LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE RENTERS INSURANCE AND TO PROVIDE PROOF OF SUCH INSURANCE TO PROTECT AGAINST ANY AND ALL OF THE ABOVE OCCURRENCES.**

Tenant agrees to indemnify and hold harmless Landlord and its representatives from any and all liability for actions or inactions of Tenant which cause damage or injury to any party or person.

Tenant agrees that locks and latches are acceptable subject to Landlord's duty to make repairs and upon request of Tenant. Upon payment of a reasonable charge, Tenant shall have the right to require Landlord to change (re-key) a door or lock for a fee. Tenant may not place its own lock on the Premises. If Landlord's employees are requested to render services not contemplated in this agreement, Tenant agrees to hold Landlord harmless for all liability regarding the same. This agreement is subordinate to all present or future mortgages or security interests placed on the property of which the Premises are a part; and subject to the provisions of any regulatory agreement with any Housing Authority and others that burden such property. Landlord may provide security patrols and/or security equipment for the purpose of protecting its property. However, Landlord will not provide any security for Tenants. Tenant is responsible for its own personal

security and the security of its property; it is acknowledged that the Premises have been occupied and used by other individuals and that Landlord cannot represent what such person(s) have had or have done with the Premises. Tenant acknowledges that it will not hold Landlord, its agents, or employees liable for prior actions

within the Premises or by other occupants or their guests including such actions that may have unknown continuing residual effects on the Premises.

No liability shall attach to Landlord by reason of entering into this Agreement except as expressly provided herein. The provisions of this section shall survive the expiration or termination of this Agreement.

19. Default of Tenant. The following events shall constitute events of default:

- (a) Failure to pay any rent, deposits or other amounts agreed to herein or any other sums due and owing by Tenant to Landlord pursuant to any terms of this Agreement;
- (b) Failure to perform all or any part of this Agreement or a violation of this Agreement or any of the rules and regulations adopted by Landlord or of any law;
- (c) Tenant's abandonment of the Premises - abandonment is hereby agreed to mean Tenant's absence from the Premises for fifteen (15) consecutive days without first notifying Landlord in writing, with the rent unpaid and no reasonable evidence that Tenant is occupying Premises other than items of personal belongings left in said Premises, OR by vacating the Premises without providing appropriate notice;
- (d) Violation by Tenant, any occupant, or any guest of any state, federal, or local law or ordinance, including the violation of any such law by an occupant or Tenant while living in the Premises regardless of where the violation occurs; or
- (e) If Tenant holds over and fails to vacate on or before the required move-out date (*i.e.*, the end of the current lease term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties).

Tenant shall be liable to Landlord for any and all costs incurred as a result of any breach by Tenant.

20. Default of Landlord. Landlord agrees to act with diligence to:

- (a) Remain in substantial compliance with accepted federal, state, and local laws regarding safety and sanitation; and
- (b) Make all reasonable habitability repairs subject to Tenant's obligation to pay for damages caused by Tenant, its guests or other occupants.

21. Rules and Regulations. Tenant, its guests and other occupants shall comply with all written rules and regulations which shall be considered part of this Lease. Such rules and regulations shall be available for review from Landlord upon request during normal business hours. Landlord may make reasonable rule changes if made in writing and notice is given to all tenants. Rules and regulations include but are not limited to the following:

- (a) Tenant agrees that the conduct of Tenant, Tenant's guests or other occupants shall not be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts, or convenience of other persons;
- (b) Tenant shall be liable to Landlord for damages to the Premises regardless of how or who caused such damage, except as otherwise described in this Agreement;
- (c) Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress;
- (d) The Premises and other areas which are reserved to Tenant's private use shall be kept clean and sanitary by Tenant and garbage shall be disposed of only in appropriate receptacles;

- (e) Any common areas that are available to Tenant, including the shed, are a privilege and not a right granted under this Agreement, and are to be used wholly at the user's risk and any person, including Tenant, may be restricted from usage at Landlord's sole discretion;
- (f) All written rules may be enforced through Landlord's representatives or agents and Tenant shall hold same harmless for reasonable enforcement;
- (g) Landlord may regulate the manner, time and place of all parking;
- (h) Tenant acknowledges that the Landlord may utilize the property to access and stage for adjacent construction, so long as reasonable access is made available for the Tenant;
- (i) Landlord may regulate, limit, or prohibit from the Premises and areas owned by Landlord the following: swimming pools, motorcycles, trampolines, commercial equipment, non-tenant materials, weight or workout equipment, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles, guest vehicles, guests who have lived or stayed in Tenant's Premises, former tenants who have or may be violating rules and regulations.

Tenant acknowledges the review of such rules and regulations and agrees to be bound by them. Such rules may be reasonably changed or modified at any time with thirty (30) days' notice to Tenant.

- 22. Mold and Mildew. Tenant agrees to defend, indemnify, and hold harmless Landlord against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to attorney's fees and court costs, that may be made against Landlord, its representatives, agents, employees or affiliates, as a result of, or arising out of the growth or proliferation of mold or mildew caused by actions or negligence of Tenant or any guest or occupant living within the Premises or prior to Landlord acquisition of the property. Tenant further agrees that Landlord shall not be liable for any damages caused to Tenant, Tenant's guests, or any property within the Premises resulting from mold or mildew which is a result of negligence of the Tenant. Tenant shall indemnify Landlord from any liability relating to mold or mildew resulting from damages to any person or property within the Premises regardless of the source of the mold or mildew. Tenant agrees to immediately notify Landlord of the existence of any mold or mildew within the Premises.
- 23. Government Action. In the event the Premises are condemned or access is restricted as a result of any type of governmental action, Landlord shall not be liable for any damage to Tenant including alternate housing, damage to personal property, replacement of personal property and any other consequential damage. Such action may include any action by any governmental agency or entity, including but not limited to, health departments, division of environmental quality, fire departments, police, zoning departments, etc. If the action is taken, Tenant shall be relieved of rental obligations effective the date that access is restricted or prevented unless the cause of such governmental action relates to actions of Tenant, its guests, or occupants.
- 24. Disability. It is the policy of Landlord to reasonably accommodate all handicaps and disabilities as defined under state and federal laws. It is agreed that Tenant shall notify Landlord of any need relating to a disability or handicap (in writing if practical) to ensure the proper procedures are implemented to comply with existing laws. In the event Tenant fails to notify Landlord, Landlord shall not be liable for damages suffered by Tenant. It is agreed that Landlord is under no obligation to accommodate Tenant until proper notification with supporting documentation (if necessary) is provided to Landlord.
- 25. General Provisions. Tenant acknowledges and agrees that only persons legally residing within the United States will reside in the Premises. In the event that more than one (1) Tenant enters into this Lease Agreement, each tenant is jointly and severally liable for each provision of this Agreement. No tenant shall be released from this Agreement unless in writing. Liability under this Agreement continues until all occupants and tenants vacate or a new lease is signed.
  - (a) Tenant may not withhold rent or offset against rent except as specifically allowed and provided by law.
  - (b) All obligations are to be performed in the County where the Premises are located.
  - (c) Landlord's past delay or non-enforcement of rent payment due date or any other provision hereof shall not be a waiver thereof under any circumstances.

To enforce any breach or in any lawsuit involving statutory or contractual obligations of Landlord or Tenant, the prevailing party shall be entitled to recover costs or collection, attorney's fees, and all other costs of litigation from

the non-prevailing party. All amount past due and/or in any lawsuit judgment shall bear interest from due date at the rate of ten percent (10%) per annum compounded daily.

26. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:  
Park City  
Municipal  
Corporation  
Attn: Heinrich Deters  
445 Marsac Ave.  
Park City, UT 84060

If to  
Tenant: Ed  
Parigian  
1302 Norfolk Ave.  
Park City, UT  
84060

27. Entire Agreement. This Agreement constitutes the entire and only agreement between the parties and it cannot be altered or amended except by written instrument, signed by both parties except for reasonable rule changes or additions to Landlord's "Rules and Regulations." **NO ORAL AGREEMENTS HAVE BEEN MADE .**
28. Severability. Any clause declared invalid by law shall not invalidate the remainder of this agreement. This is a binding legal document. Tenant acknowledges reading all of this agreement and any addendums carefully before signing, Tenants are jointly and severally liable for all the terms, conditions, and payment due pursuant to this agreement.

TENANT:

By: \_\_\_\_\_ ED  
PARIGIAN

LANDLORD:

PARK CITY MUNICIPAL  
CORPORATION, a Utah municipal corporation

By: \_\_\_\_\_ Diane Foster,  
City Manager

Approved as to form:

City Attorney

STATE OF COUNTY OF

)  
: ss.  
)

The foregoing instrument was acknowledged before me this day of, 2019, by ED PARIGIAN, an individual, and he acknowledged that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC  
Residing at:

My Commission Expires: