

January 12, 2024

Dear Mayor Scott:

Do you think it would be prudent to give more time and careful thought to the prospect of selling Ephraim Square to Granary Arts (GA) because of possible unfortunate effects such a sale could have on our community? I will talk about that later in this letter, but first:

I had written my letter of support for this sale because, in the beginning, I was intrigued with GA's ideas, especially their commitment to preserve the historic buildings and secure Ephraim Square's future as a prominent art and cultural center. However, I soon was relentlessly nagged by two disquieting concerns, one being the possibility of a long-hoped-for sculpture garden displaying contemporary or ultramodern pieces in the courtyard, the other being a museum on the main floor of the Co-op, precluding having a STA-like arts-and-crafts store or perhaps a Scandinavian bakery/café serving the community and visitors.

I believe Ephraim Square can and should be organized in such a way as to satisfy both the art community and the citizen community, and I submit the following suggestions for doing just that.

Could GA enter into a covenant with the city (similar to an HOA covenant) promising to reserve adequate space at the front of the Co-op's main floor for a business that would appeal to tourists and locals alike, drawing people in to Ephraim Square, AND promising to always leave the central courtyard open and available to the community for their events, which would preclude sculptures in that space. I know both the museum and the long-hoped-for sculpture garden are very important to GA, so I am hereby suggesting some other viable options for locating these things that wouldn't adversely affect the community and might still satisfy GA.

- (1) GA could still have their museum, or a part of it—perhaps smaller artifacts and textiles—on the Co-op's main floor, while leaving adequate space for an appealing business to occupy the front part of the Co-op. For additional museum space, I can imagine that the two-story stacked 2x4 granary/barn next to the CCA cabin would work very well for that, if not for the entire museum inventory.
- (2) GA could display their contemporary sculptures behind the CCA cabin or elsewhere in Ephraim Square's backyard. Possibly a few choice sculptures could be displayed in the gazebo (if there is to be one), as long as they could be easily moved out whenever a community event needed the space.

If the covenant idea just couldn't be done,* would you consider--with Pres. McIlff's approval, of course--the perhaps startling idea of donating Ephraim Square to the LDS Church, who after all was the originator of the major historic buildings on the square? Surely the Church could be trusted to preserve the square to the highest standards. (So would GA, I believe.) I think it would be best to donate rather than try to sell Ephraim Square to the Church because of the fact the buildings have lost their authentic interiors, and the Church values the interior spaces. I can see a donation being attractive, however.

Since the Church also has a historical connection to Snow College, perhaps they would be agreeable to leasing Co-op space to the college, hopefully reserving a large part of the main floor for the desired store.

I think the Church might also agree to keep GA in the Relief Society Granary and allow them to use the other buildings for their artistic and cultural concerns. That could be stipulated in the agreement.

If the Church were to decline the offer, then and only then would the city reconsider selling to GA, encouraging them to give more consideration to the community's needs. Or, the city could, of course, choose to keep Ephraim Square.

Please think about everything and, hopefully, have a thoughtful discussion with all concerned, including Pres. McIlff, who may still have an interest in the Co-op. I hope the city will postpone a decision to sell to GA until there has been adequate time to weigh these options.

I'll be attending the January 17th city council meeting, but I don't want to speak in a limited two-minute space; it's not nearly adequate to express the many ideas that I have. I'd prefer a back-and-forth, question-and-answer discussion, which would promote much better understanding all around and a chance to find some good solutions.

Thank you for giving your most careful attention to these important concerns. I'm hoping for a solution that will serve all concerned. I believe it is possible.

Sincerely,



Sherron Andreasen

cc: Amy Jorgensen, *Chad Parry, Sean Lewis,*
Bryon Kimball

Enclosures

IMPORTANT ADDENDUM: It is a sad and discouraging sight to see the Co-op sitting forlornly unused and lifeless. I believe the city needs to get a small store operating there to start generating interest in the Co-op and Ephraim Square once again. This should not have to take long. Here's how:

- (1) Ephraim City leases**the front 24'x30' space in the Co-op to a small arts-and-crafts store, something like Thistle Honey perhaps, for two years, say, which would be renewable based on successful patronage, etc.
- (2) The store would be separated from the back space by a row of tall Co-op display cases.
- (3) The store would only need a few days to set up operation.
- (4) When renovation work needs to be done on the Co-op interior, the store moves into the back space and closes for the few days it would take, then moves back into the front space and resumes operation while renovation continues in the back space.
- (5) The store remains in operation all through negotiations and through all renovation work on Ephraim Square.
- (6) If GA is to purchase Ephraim Square, they must agree to keep this tenant store at least until the lease expires and always thereafter keep a viable store in the Co-op front.

**If Ephraim City can sell to GA without inviting other entities to compete for the sale, can't the city lease the Co-op to a particular business without inviting other businesses to compete?

** See next page.*

A PLAN THAT COULD SERVE ALL INTERESTS IN EPHRAIM SQUARE:

(Ephraim City, Granary Arts (GA) and their donor, Snow College, and the community at large)

My latest and best idea is for Ephraim City and Granary Arts to jointly own Ephraim Square—50/50—so that they must collaborate on what is to be done there, which may sometimes require a spirit of compromise. This way, each entity retains a measure of control.

Proposed Conditions and Effects:

For Granary Arts:

GA's generous donor pays only \$600,000 for the half interest.
Donor's interests in preservation and promoting of the arts are still served just as well.
Donor still agrees to restore/maintain all buildings, including any new GA buildings (amphitheater, etc.).
GA can still realize all its stated goals, with only slight modification of possibly museum and courtyard.
GA will not pay any rent for anything they use.

For Ephraim City:

City is relieved of costly ongoing restoration and maintenance of entire square.
City pays all landscaping costs, including maintenance. Monte Bona feels confident the MPNHA will provide a matching grant, and city will have \$600,000 to work with, as well as some of their own equipment and employees. Suggest extra money be put into an account earmarked for maintenance.
City agrees to GA's museum in the stacked 2x4 granary/barn next door to the CCA cabin, as well as some space on the Co-op's main floor, if additional space is needed.
City earns Co-op rent from store, social hall, and Snow College, if they should be interested.
City might share costs of improving and maintaining parking lot, if agreed on.

For Snow College (if interested):

Snow College would be relieved of all Co-op maintenance costs.
College could have their desired welcome center, without desired business-counseling office space.
(Couldn't that be elsewhere?) However, if GA foregoes museum space in the Co-op, some office space would be available.

For the Community & Visitors:

A Co-op + Ephraim Square courtyard, plus Granary Arts Bldgs. they will love to visit.

In the event GA rejects this type of offer, the city may consider donating Ephraim Square to the Church of Jesus Christ of Latter-day Saints.

NOTE: *AMY DOESN'T HAVE THIS PAGE SO THAT CITY CAN PRESENT THIS BETTER PLAN TO HER. SHE HAS THE OTHER PAGES.*

EPHRAIM SQUARE COURTYARD

□ = 4'

MAYOR SCOTT:

I THINK THIS ARRANGEMENT
COULD WORK VERY WELL FOR
GRANARY ARTS, & @ ANY IS SEEING
~~IT TOO~~. THIS SUGGESTED PLAN TOO.

WITH A PLAN LIKE THIS
THE CO-OP CAN HAVE THE DESIRED
STORE & THE COURTYARD CAN BE
LEFT FREE OF ENCUMBRANCES
FOR THE BENEFIT OF THE
COMMUNITY.

Snow College
welcome
space?

12' x 30'

24' x 30'

Museum
space?

CO-OP

24' x 30'

Store
space?
Bakery/coffee?

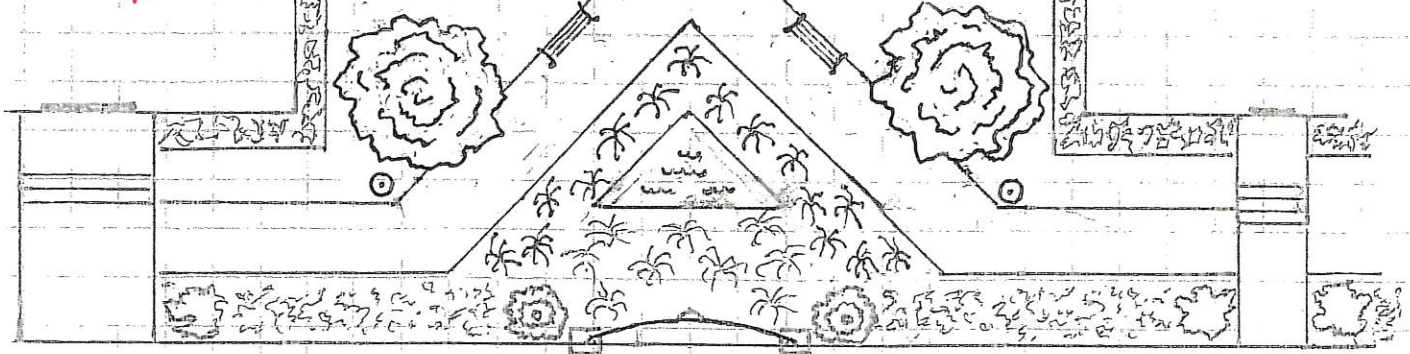
2x4
GRANARY
Museum space?
(2 story)

CCA
Museum
store?

Some
sculptures?

Some sculptures?

GRANARY
ARTS



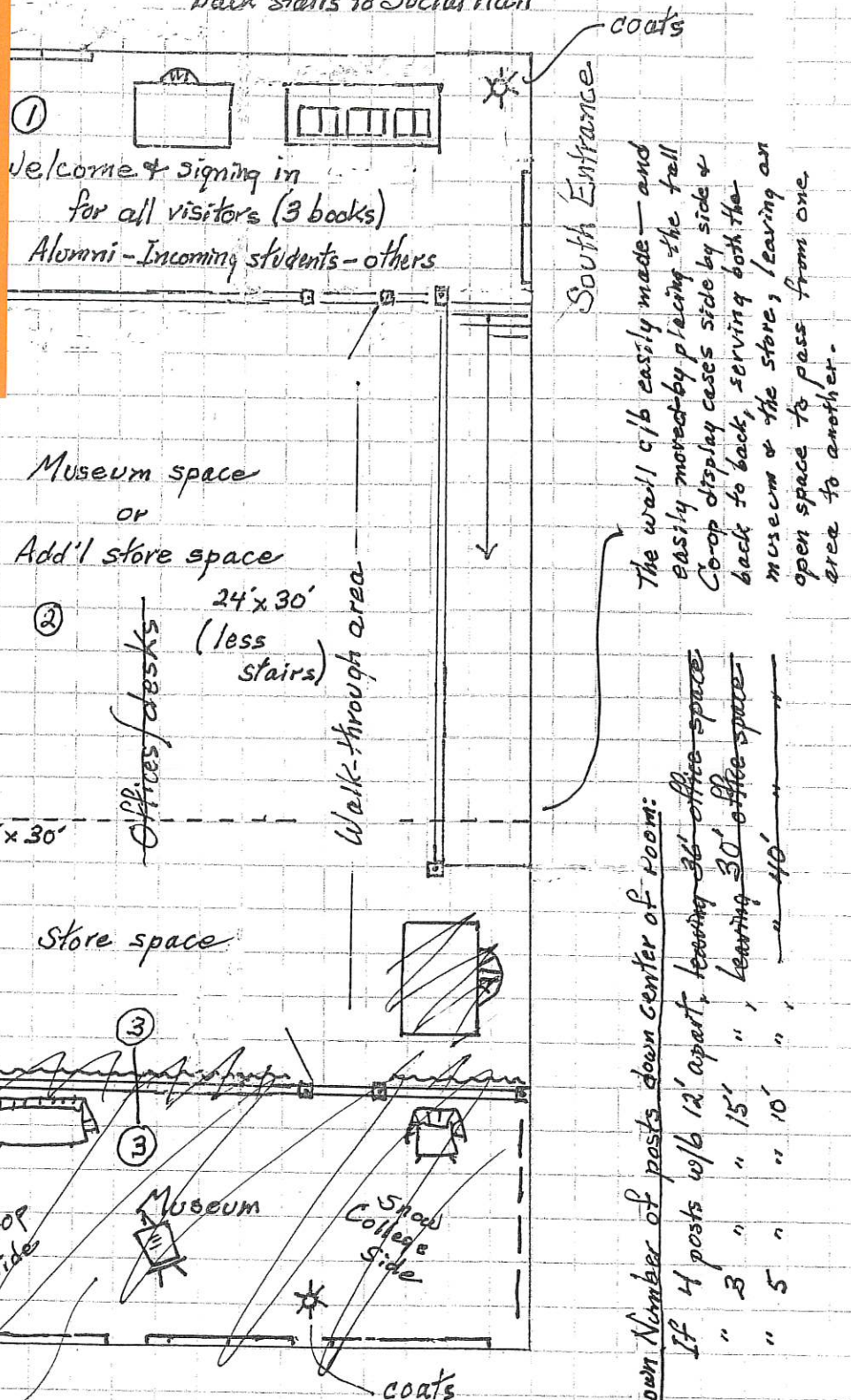
Drawn by Sherron Andreasen

6/1/23

MAYOR SCOTT:

I APOLOGIZE FOR
THIS CLUTTERED DRAWING
& HOPE YOU'LL UNDERSTAND
IT'S ONLY A SUGGESTION FOR
THE POSSIBILITY OF THE
CO-OP BEING SHARED BY
SNOW COLLEGE, GRAN. ARTS,
& A COMMUNITY-SERVING
STORE.

This room: Restrooms, elevator,
back stairs to Social Hall



How main floor
might be shared

- Greeting space for college ①
- Museum for Gran. Arts ②
- Store or other business to attract people ③

Visitor parking on street
(8 or 9 diagonal spaces)

Store instead
of museum

Unknown Number of posts down center of room:

If 4 posts w/ 12' apart, leaving 36' office space
" 3 " " 15' " " leaving 30' office space
" 5 " " 10' " " " 40' "

MAIN FLOOR
CO-OP

Drawn by Sherron Andreasen

To the Ephraim City Council:

Regarding the inclination of the Council to sell the Ephraim Co-op buildings and property, please consider the legal agreement between Ephraim City and L and M Enterprises (Orson Lauritzen and Don Montgomery). I'll assume you have those documents in your files.

My understanding from my father, Clair (Bud) Erickson (now deceased) is that ownership would revert to L and M Enterprises if Ephraim City attempted to sell the property. L and M Enterprises was the company that made the payments on the building when the Sanpete Development Corporation could not meet the financial burden. In order to receive the Community Impact Board funds for the Co-op restoration the City had to be involved and L and M made the donation needed to facilitate that transaction.

These notes are based on my memory and a few documents and articles I've obtained. I was visiting my father in Ephraim at some point (I don't remember the year) when Ephraim City was previously attempting to sell the property. Dad and Elaine Reid presented the legal documents with the clauses indicating the restrictions to the City Council. The matter was dropped.

For a look at the tremendous citizen effort, care, and money that went into the rescue and restoration of the Co-op I recommend an online search of the J. Willard Marriott Digital Library at the University of Utah. Over three hundred pages of photographs, articles, notes, and history are easily available.

Why not honor and value the efforts of the builders and those who later saved it from the demolition? The Ephraim Co-op is worth preservation as a public treasure!

Jane Erickson
1740 Foothill Drive
Logan, UT 84341
435-750-5913

Dear Mayor and Councilmen:

As I have thought about the proposed sale of the Ephraim Co-op to Granary Arts, I have not been able to reach a firm conclusion about whether I believe it is the right thing to do or not.

Nevertheless, I wanted to pass on a couple of thoughts, and request that these be considered in connection with the public hearing to take place today:

First, Mayor Scott has commented a few times that if it were to be sold, the City would retain a right of first refusal to buy it back if Granary Arts were to try to sell it in the future. The problem with this is that some private party could basically offer more than the City could or would raise on short notice, and the right of first refusal would not be of any worth.

A much better solution would be to grant the deed in the form of a "Fee Simple Defeasible Deed," of a type sometimes referred to as a fee simple determinable. This is a deed that transfers ownership, but if certain conditions occur, the title automatically reverts back to the Grantor. This would provide much greater protection to Ephraim, if the property was misused or the purposes changed.

For instance, the deed could say:

Ephraim grants to Granary Arts the property, provided that if any one or more of the Defeasance Events described below occurs, then the interest of Granary Arts or its successors shall immediately be cut off, defeased, and terminated, and fee simple absolute title to the property shall immediately and automatically shift back to Ephraim City:

1. Grantee shall file for bankruptcy, be placed in receivership, or fail to pay its debts when due;
2. Grantee shall cease to operate as a charitable organization;
3. Grantee shall change its use of the Property from that of a public facility [DESCRIBE EXPECTED USE IN DETAIL, TO INCLUDE FREE PUBLIC ACCESS];
4. Grantee shall attempt to sell the Property without first obtaining prior consent from Ephraim City, by action of its Council after a duly noticed public hearing.
5. Grantee shall allow or cause a mortgage, trust deed or lien to be placed upon the Property without first obtaining prior consent from Ephraim City, by action of its Council after a duly noticed public hearing.
6. Grantee shall fail to maintain the Property in a commercially reasonable manner.

7. Grantee shall change the interior or exterior of the buildings in such a way as to compromise their historical worth, without first obtaining prior consent from Ephraim City, by action of its Council after a duly noticed public hearing.

This language is just off the top of my head, and would have to be carefully thought through; however, this will at least give you an idea of how our City's interest in the proper maintenance and use of these facilities could be made more likely to be satisfied.

Second, I feel the proposed use of the facility by Granary Arts is far and away better than what Snow College proposed. Basically, Snow College's proposal turned the buildings into offices with a display case--woefully inadequate use of these gems.

Thank you for your consideration,

Ted Meikle