


COUNCIL TRANSMITTAL


TO: Lyn Creswell
Chief Administration Officer

DATE: September 11, 2007

FROM: Rick Graham, Director 
Public Services Department

SUBJECT: Resolution Authorizing the Mayor to Enter Into an Interlocal Agreement with Salt Lake County – Open Space Property Land Acquisition

STAFF CONTACT: Rick Graham 535-7774

RECOMMENDATION: That the City Council authorize the Mayor to execute an Interlocal Agreement with Salt Lake County regarding the purchase of open space land properties known as the Primos Property and the Williamson Property (east bench Block H hillside) and a County payment for a portion of the purchase price in exchange for a conservation easement.

BUDGET IMPACT: The County portion of the acquisition cost pays for 50% of the total acquisition cost and will be paid to the property owners at closing. No funds will come to the City.

DISCUSSION: The City Council previously authorized the Administration to purchase the Primos Property and the Williamsen Property. Both parcels are located on the East Bench (Block H) hillside between Mohawk Drive and Scenic Drive. The properties totaling, 12.7 acres will be added to the City's open space land inventory. The City will own fee title to the properties.

Salt Lake County, through its Open Space Land Fund will pay 50% of the total acquisition cost of each property transaction in exchange for a conservation easement from the City. The conservation easement will allow for public access and limited recreation use, and the properties will remain in their current natural condition.

The acquisition process will close before September 30, 2007.

PUBLIC PROCESS: The East Bench Community Council submitted the application that lead to the purchase of these properties. The County funding contribution represents the local community match requirement.

RESOLUTION NO. _____ OF 2007

AUTHORIZING THE APPROVAL OF AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN
SALT LAKE COUNTY, UTAH AND
SALT LAKE CITY CORPORATION

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SALT LAKE COUNTY, UTAH AND SALT LAKE CITY CORPORATION REGARDING THE PURCHASE OF PROPERTY KNOWN AS THE WILLIAMSON PROPERTY, AND A COUNTY PAYMENT TO SALT LAKE CITY FOR A PORTION OF THE PURCHASE PRICE IN EXCHANGE FOR A CONSERVATION EASEMENT FROM THE CITY.

2. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve, execute, and deliver said agreement on behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, or with such changes therein as the Mayor on behalf of the City shall approve, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of

_____, 2007.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:



SENIOR CITY ATTORNEY

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WHEREAS, the attached agreement has been prepared to accomplish said purposes;

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1. It does hereby approve the execution and delivery of the following:

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2. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve, execute, and deliver said agreement on behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, or with such changes therein as the Mayor on behalf of the City shall approve, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of

_____, 2007.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:



SENIOR CITY ATTORNEY

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective _____, 2007, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "County"), and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation (the "City").

RECITALS:

A. UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and the City are public agencies as contemplated in the referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act).

D. The City will acquire property known as Primos Property, from Primos Property LLC. The property is more particularly described in Exhibit "1", attached (the "Property").

E. The County Council previously expressed an interest in providing one-half of the purchase price to be paid by City, in the amount of \$187,500, in exchange for a Conservation Easement from City. The easement is more particularly described in Exhibit "2", attached (the "Easement").

F. The parties wishing to finalize an exchange of property interests in conformance with the County Council's discussion enter into this Agreement.

G. The City's transfer of the Easement to the County is an interest in real property as contemplated in the Interlocal Cooperation Act.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 GRANT

Section 1. Grant. The City hereby agrees to grant and convey to the County the Easement.

**ARTICLE 2
CONSIDERATION**

Section 2. **Consideration.** County and City agree that in consideration of the mutual benefit afforded the citizens of City and County from this Grant and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, County will pay City \$187,500. No other consideration shall pass between County and City unless stated herein. Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

**ARTICLE 3
ADDITIONAL PROVISIONS**

Section 3. **No Interference.** As long as such use is in conformance with the Easement described in Exhibit "2", the County shall not unreasonably obstruct or interfere with the free and unimpeded use of the Property by the City.

Section 3.1. **Duration.** The term of this Agreement shall commence upon its execution, and the duration shall be fifty (50) years from the date of execution. The Easement Grant contemplated herein shall be perpetual.

Section 3.2 **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001) or of Salt Lake City's conflict of interest ordinance, (Chapter 2.44, Salt Lake City Code)); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances or Salt Lake City ordinances.

(r) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and City in accordance with Utah Code Ann. § 11-13-202.5.

(s) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. § 11-13-209.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its City Council, a copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor, or his designee, his or her signature being duly notarized.

SALT LAKE COUNTY

Document being
By: _____ executed by both _____
parties concurrently

APPROVED AS TO FORM:
Salt Lake County District Attorney

 9-6-07
Deputy District Attorney

SALT LAKE CITY CORPORATION

By: _____
Mayor or Designee

ATTEST:

APPROVED AS TO FORM:

Deputy City Recorder

Senior City Attorney

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

On this ____ day of _____, 2007, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing Interlocal Cooperation Agreement was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

Notary Public
Residing in Salt Lake County

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

On the ____ day of _____, 2007 personally appeared before me _____, who duly acknowledged to me that he is _____ of Salt Lake City Corporation and that (s)he executed the foregoing Interlocal Cooperation Agreement on behalf of the Salt Lake City Corporation.

[SEAL]

Notary Public
Residing in Salt Lake County

EXHIBIT 1

Legal Description

Primos Properties

PARCEL 1:

LOTS 11 and 12, BLOCK 2, TERRACE HEIGHTS ADDITION (VACATED), ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TOGETHER WITH THE SOUTH ONE-HALF OF THE VACATED STREET ABUTTING ON THE NORTH, AND THE NORTH ONE-HALF OF THE VACATED ALLEY ABUTTING ON THE SOUTH.

PARCEL 2:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 4, SPY GLASS HILL NO. 1 SUBDIVISION, WHICH CORNER IS SOUTH $00^{\circ}17'39''$ EAST 869.498 FEET AND WEST 927.293 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 456.293 FEET; THENCE SOUTH $00^{\circ}17'39''$ EAST 124.502 FEET; THENCE WEST 50.000 FEET; THENCE SOUTH $00^{\circ}17'39''$ EAST 166.000 FEET; THENCE EAST 302.000 FEET; THENCE SOUTH $00^{\circ}17'39''$ EAST 166.000 FEET; THENCE EAST 75.000 FEET; THENCE NORTH $00^{\circ}17'39''$ WEST 166.000 FEET; THENCE EAST 144.000 FEET; THENCE SOUTH $00^{\circ}17'39''$ EAST 166.000 FEET; THENCE WEST 671.000 FEET; THENCE NORTH $00^{\circ}17'39''$ WEST 166.000 FEET; THENCE WEST 75.000 FEET; THENCE SOUTH $00^{\circ}17'39''$ EAST 45.368 FEET; THENCE WEST 131.023 FEET TO THE EAST LINE OF SCENIC DRIVE; THENCE ALONG SAID EAST LINE NORTH $09^{\circ}00'00''$ WEST 114.408 FEET TO THE BEGINNING OF A 223.204 FEET RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 224.000 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $57^{\circ}30'00''$ TO A POINT OF A 74.00 FEET RADIUS REVERSE CURVE; THENCE NORTHWESTERLY 149.819 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF $116^{\circ}00'00''$; THENCE NORTH $49^{\circ}30'00''$ EAST 42.000 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 4; THENCE SOUTH $40^{\circ}30'00''$ EAST 129.296 FEET TO THE POINT OF BEGINNING.

Said property is also known by the street address of:
1805 South Mohawk Way, Salt Lake City, UT 84108

EXHIBIT 2

Conservation Easement

Parcel No. 16-14-306-021
16-14-306-030

Foothills Preserve
DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement"), made as of this _____, 2007, by Salt Lake City Corporation ("Grantor") whose address is 451 South State Street P.O. Box 145460, Salt Lake City, Utah 84114-5460 and Salt Lake County ("Grantee") whose address is 2001 S. State Street N2200, Salt Lake City, UT 84190.

EXHIBITS AS FOLLOWS

- Exhibit A: Property Description
- Exhibit B: Property Map
- Exhibit C: Baseline Inventory
- Exhibit D: Salt Lake City Parks and Recreation Rules and Regulations

WITNESSETH:

WHEREAS, the purpose of this Easement is to protect or enhance forever the natural, open space, recreational and scenic qualities of the real property described in Exhibit A; and

WHEREAS, Grantor is the owner of all the real property in Salt Lake County, State of Utah, known as the Primos Parcel, described in the attached Exhibit A ("Property") and approximately located as shown on the map attached as Exhibit B; and

WHEREAS, the Property has significant recreational, scenic, and open space values as recognized in the Utah Land Conservation Easement Act (Utah Code Ann. §§ 57-18-1 to 57-18-7), and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common law; and

WHEREAS, the Property constitutes a valuable link in the Bonneville Shoreline Trail system and has significant scenic value as the property is visible from many parts of the Salt Lake Valley. All these scenic, recreational, and open space values (~~"Conservation Values"~~) are worthy of conservation and of great importance to Grantor, Grantee, and the State of Utah; and

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be conserved and maintained by the continuation, initiation, or introduction of activities on the Property that will not compromise the Conservation Values, including but not limited to such activities as public access; and

WHEREAS, Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Property; and

WHEREAS, the Property can be seen from numerous public vantage points including Interstate 80 and Foothill Drive, making the scenic undisturbed value of the property a component of its public value; and

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of Utah Code Ann. §§ 57-18-1 to 57-18-7; and

WHEREAS, Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, recreational, and educational purposes; and Grantee is a body corporate and politic of the state of Utah, and a qualified Easement holder under Utah Code Ann. § 57-18-3; and

WHEREAS, the parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Property's Conservation Values;

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms, conditions, and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Easement and pursuant to the laws of the State of Utah and in particular Utah Code Ann. 57-18-1 *et seq.*, Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT in the Property. This Easement is made over and across all of the Property to preserve and protect the natural, ecological, habitat, recreational, public access, open space, scenic and other values present on the Property. This Easement shall forever bind Grantor and Grantor's successors in ownership and use of the Property as well as Grantee and any qualified successor of Grantee as identified in Section XIV below. This Easement is granted in perpetuity and any mortgage lien or other encumbrance other than encumbrances of sight or record existing at the time of this Easement's signing, shall be subordinate to the rights and intentions of this Easement and Grantee's ability to enforce the protection of the Conservation Values described herein. The scope of this Easement is set forth in this deed.

SECTION I - PURPOSE

The purpose of this Easement is to enable the Property to remain forever open and accessible to the public, protecting in perpetuity its natural and recreational use and utility and its scenic open and undisturbed character, preventing any use of the Property that may materially impair or interfere with its Conservation Values.

SECTION II - RIGHTS OF GRANTEE

Affirmative Rights of Grantee. Grantor hereby grants the following rights to Grantee, which rights shall be in addition to and not in limitation of, all other rights and remedies available to Grantee:

- (a) to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require of Grantor or third persons the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;
- (b) upon two (2) business days prior notice to Grantor, and without unreasonably interfering with Grantor's use and quiet enjoyment of the Property as restricted by this Easement, to enter upon the Property at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;
- (c) to enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
- (d) to obtain injunctive and other equitable relief against any violations, including restoration of the Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law);
- (e) to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure;

SECTION III - PERMITTED USES AND PRACTICES

The following uses and practices, while not an exhaustive recital of permitted uses and practices, are consistent with this Easement. The uses and practices described in ~~this section may not be precluded or prevented by this Easement, except under the~~ following circumstances. The uses and practices may be precluded when this Easement

requires Grantee's prior approval of an activity as provided in Section IV of this Easement or when such uses or practices are conducted or allowed to take place in a manner that violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, or constitutes a prohibited use or practice as set forth in Section V of this Easement. The following are the permitted uses and practices referred to above:

A. Recreation. The right to engage in non-motorized recreational activities and passive recreational uses.

B. Trails. The right to maintain, restore, and reroute current trails identified in the Baseline Inventory, provided that no trail be improved beyond the maximum width currently allowed under Salt Lake City trails master plan for the Bonneville Shoreline Trail.

C. Signs. The right to place a limited number of signs for the following purposes:

- a. To state the purpose of the Easement and the terms of this Easement;
- b. To identify trails or interpretive sites on the Property;
- c. To state rules and regulations, safety, or hazardous conditions found on the Property in accordance to the Grantor's established guidelines for properties it owns;
- d. To state the name of the Grantee of this Easement and to state that Salt Lake County Open Space Bond proceeds were used to acquire the Property.

D. Chemicals and Biological Controls. Grantor may use agrichemicals and biological controls on the Property as necessary to control noxious weeds. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the natural values of the Property and to avoid any impairment of the natural ecosystems and their processes.

F. Problem or Diseased Animals. Grantor may use legal methods to control diseased and problem animals as permitted by state and federal laws.

G. Fire Suppression. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Potential means to reduce or remove high risk fuel loads may include, but would not be limited to: mechanized methods; biological controls, including short-duration grazing; slash, stack and burn; or controlled burns.

H. Utilities. Existing utilities may be maintained or relocated provided any utility relocation is first approved by Grantee and any disturbance to the Property is restored, as much as is practical, to the original undisturbed nature of the Property.

I. Parks and Recreation Management Practices. All recreational uses of the Property shall be effectuated in a manner that is consistent with Grantor's rules and regulations, as referenced herein and made a part hereof in Exhibit D, guiding the management of the Property and the recreational use thereof, and not inconsistent with the purpose of this Easement as specified in Section I. Each such use or practice shall neither significantly impair the public view of and over the Property nor in general result in a significant injury to or destruction of a Conservation Value or otherwise constitute a prohibited use set forth in Section V.

J. Residual Rights. Except as expressly limited by this Easement, Grantor is entitled to exercise and enjoy all rights as owner of the Property and shall have the right to use the Property for any purpose not inconsistent with this Easement.

SECTION IV - PRIOR APPROVAL

If any provision of this Easement requires Grantor to obtain Grantee's approval prior to performing any act or undertaking any enterprise, Grantor shall not perform that act or undertake that enterprise until the notice and approval provisions of this Section have been fully satisfied. Nothing in this Section shall in any way prohibit or limit the Grantee's ability to obtain writs or injunctive relief relating to any violation of this Easement.

A. Grantor's Written Notice. Prior to the commencement of any activity, use, or enterprise that requires grantee's approval, Grantor shall first notify Grantee in writing of the proposed activity, use, or enterprise. The notice must fully inform Grantee of all material aspects of the proposed activity, use or enterprise. Grantor shall send such notices to Grantee by registered or certified mail, return receipt requested, addressed to Salt Lake County or to such other address as Salt Lake County may designate in writing.

B. Grantee's Response. Grantee shall have forty five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed activity, use, or enterprise and to notify Grantor of any objections it may have to the activity, use, or enterprise. The objections, if any, shall be based upon Grantee's opinion that the proposed activity, use or enterprise is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the purpose or provisions of this Easement. ~~If, in the Grantee's judgment, the proposal presented by Grantor can be modified to avoid material damage to the Conservation~~

Values and otherwise comply with the purpose and provisions of this Easement, then the response shall inform Grantor how the proposed activity, use or enterprise may be modified to conform with this Easement. Except as provided in Subsection C of this Section IV, Grantor may commence the proposed activity, use, or enterprise only after it receives Grantee's express written approval, and only in the manner explicitly proposed by the Grantor and approved by Grantee. The Grantee shall send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at Grantor's address as set forth on page one, or to such other address as Grantor may designate in writing.

C. Grantee's Failure to Respond. If Grantee fails to respond to a proposal presented by Grantor within forty five (45) days after it receives the proposal by registered or certified mail, or within forty five (45) days after Grantee has received adequate information to evaluate the proposed activity, whichever is later, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and Grantee will have no further right to object to the activity, use or enterprise described in the proposal. The forty five (45) day period shall not begin to run for purposes of this paragraph until such time as Grantee has received adequate information from Grantor to effectively evaluate the proposed activity. In the event the Grantee requires additional information to evaluate the proposed activity, Grantee shall request the information from Grantor as soon as practicable and in any case not later than 45 days after the receipt of the notice of the proposed activity.

D. Force Majeure. Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor shall promptly notify Grantee of any injury to the Property caused by such events and the efforts to prevent, abate, or mitigated any damage caused by such events.

SECTION V - PROHIBITED USES AND PRACTICES

Any activity on or use of the Property inconsistent with the purpose of this Easement and that is likely to cause material damage to the Conservation Values is expressly prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are explicitly deemed inconsistent with the purposes of this Easement, and shall be prohibited.

A. Subdivision. Grantor shall not have the right to, and shall not attempt to,

divide, subdivide, or take any action that creates an actual or *de facto* subdivision of the Property.

B. Construction. Grantor shall not construct any structures or facilities on the Property.

C. Wildlife Disturbance or Harassment. Harassment of wildlife on the Property by people, vehicles or domestic animals is prohibited. The taking, removal, translocation or captivity of wildlife is prohibited, except as allowed by law.

D. Alteration of Watercourses and Topography. Grantor shall not change, disturb, alter, excavate, or impair any watercourse or wetland or the topography of the ground on the Property, except as expressly permitted by Section III of this Easement. Grantor shall conform to all state and federal laws when constructing or altering wetlands, watercourses and habitat.

E. Non-native Species. Grantor shall not introduce into the Property any non-native plant or animal species other than those generally accepted for habitat improvement or as mutually agreed upon by Grantor and Grantee.

F. Roads. No roads over, through, or across the Property are permitted.

G. Recreational Structures. No recreational structures or facilities shall be allowed on the Property except as expressly permitted in Section III and pursuant to Section IV of this Easement.

H. Motorized Vehicles. Motorized vehicles are not permitted to access the Property except for:

- 1) Emergency vehicles;
- 2) Vehicles used in routine maintenance of the Property provided they are in sound working order;
- 3) Vehicles necessary to carry out a permitted use as identified under Section III of this Easement, provided they are in sound working order;

J. Dumping. Trash, debris, ashes, sawdust, and other non-compostable refuse may not be dumped or otherwise disposed of on the Property.

K. Utilities. New utility corridors are prohibited.

L. Mineral Activities. Exploration or extraction of oil, gas, rock, gravel, sand,

minerals, artifacts, or other materials found in, on, or under the Property is prohibited. No sub-surface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials (including the lease, sale, or other disposition of the rights to such materials) is permitted.

M. Billboards. Grantor shall not construct, maintain, lease, or erect any commercial signs or billboards on the Property.

N. Hazardous Waste. Grantor shall not store, dump, or otherwise dispose of any toxic or hazardous material on the Property. Neither this specific prohibition nor any other right granted in this Easement makes Grantee an owner of the Property. Nor does it permit Grantee to control any use of the Property by Grantor that may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, Grantee may bring an action to protect the Conservation Values of the Property. This prohibition does not impose liability on Grantee, nor shall Grantee be construed as having liability as a "responsible party" under CERCLA or other similar state or federal statutes.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. If Grantee becomes aware of a violation or potential violation of any restriction contained in this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, Grantee may notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon Grantor's receipt of such notice, Grantor shall immediately take action to prevent or stop the activity that potentially or actually violates the terms or intent of this Easement.

Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections. The cost of such corrections, including Grantee's expenses, court costs, and attorney's fees, shall be paid by Grantor. In the event Grantor is found not in violation of this Easement, then Grantor's attorney's fees shall be paid by Grantee.

B. Injunctive and Other Relief. In the event Grantor undertakes or causes to be undertaken any activity on the Property that requires Grantee's prior approval and such approval is not obtained consistent with Section IV of this Easement, or if Grantor ~~undertakes or causes to be undertaken any activity in violation or potential violation of~~ the terms of this Easement, Grantee shall have the right to obtain injunctive relief or writs

from courts of competent jurisdiction to stop any unauthorized activities or force the restoration of that portion of the Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, or taking such other action as Grantee deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration and Grantor is held not to be in violation of this Easement, Grantee shall pay Grantor's costs of litigation, including reasonable attorney's fees.

C. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

D. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

E. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Easement.

SECTION VII – COSTS, TAXES and FEES

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, including responsibility for the control of noxious weeds, in accordance with all applicable Utah laws. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied against the Property by competent authority.

SECTION VIII - INDEMNITY

Grantor shall bear all costs of operation, upkeep and maintenance of the Property, and shall indemnify Grantee and its successors and assigns against all claims and obligations arising from the operation, upkeep, and maintenance of the Property. Grantor also shall defend and indemnify Grantee against obligations arising from past, present or future dumping of hazardous materials on the Property, and any obligations associated with their cleanup or containment.

SECTION IX - ASSIGNMENT OF EASEMENT

Grantee may not transfer or assign its interest in the Property created by this Easement except to a "qualified organization" (within the meaning of Section 170(h) (3) of the Internal Revenue Code) that is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h) (4) (a) of said Code. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement. Grantee may not transfer its rights under this Easement, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

SECTION X - BASELINE DATA

A Baseline inventory shall be completed prior to the signing of the Easement. The parties acknowledge that this collection of baseline data contains an accurate representation of the Property's condition and natural resources as of the date of the execution of this Easement in accordance with Treasury Regulation 1.170A-14(g)(5)(I). The parties agree that subsequent updates to the Baseline Inventory will be signed by both Grantee and Grantor and attached to the Baseline Inventory in Exhibit C of this Easement. The parties acknowledge that an inventory of baseline data relating to the Property has been completed by competent professionals familiar with the Property. Copies of this inventory of baseline data and subsequent updates to the Baseline inventory are on file in Grantees' offices.

Notwithstanding the foregoing, should a future controversy arise over the biological or physical condition of the Property, the parties may use all relevant documents, surveys, reports and other information to assist in resolving the controversy.

SECTION XII SUBSEQUENT SALE, EXCHANGE, OR INVOLUNTARY CONVERSION

Grantor and Grantee agree that the conveyance of this Easement creates a property right immediately vested in Grantee. Grantee's property right in this Easement shall be based on the condition and improvements on the Property at the time the Easement is established, and this condition shall be documented as referred to in Section X, above. For purposes of this Section, the property right shall be deemed to have a fair market value at least equal to the proportionate value this Easement bears to the entire value of the Property as a whole at the time of its creation. That proportionate value of Grantee's property rights shall remain constant. Should a change in conditions give rise to the extinguishment of this Easement, as provided in Treasury Regulation Section 1.170A-14(g)(6)(I) or any subsequent revision to that section of the IRS Code, or

extinguishment of a portion of Grantee's rights under this Easement, Grantee on a subsequent sale, exchange, conveyance, or involuntary conversion of the Property or a portion of the Property shall be entitled to a portion of the proceeds at least equal to such proportionate value of this Easement as established at the time of its creation. All interpretations of Grantee's property rights shall follow Treasury Regulation Section 1.170.

Whenever all or part of the Property is taken in exercise of eminent domain, or under claim of rights of eminent domain, by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor shall and Grantee may join in appropriate actions to recover the full value of the Property taken and all incidental or direct damages resulting from such taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Property, as provided in the first paragraph of this Section.

Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including any leasehold interest) is conveyed, and that a copy of this Easement will be attached thereto. The separate parcels described in Exhibit A shall be considered one Property and shall not be divided, subdivided or otherwise separated. Grantor agrees to encumber title to the Property so that ownership of the Property never vests in more than one entity at any single point in time, this restriction to run with the Property in perpetuity. Grantee's acceptance of this Easement is contingent upon Grantor's placement of such encumbrance on title of the Property. Grantor shall notify Grantee in writing of any conveyance of interest by sending written notice to Grantee as provided in Section IV, Subsection A. Grantor shall provide notice of this Easement to all successors in interest, and to any potential purchasers or subsequent owners. In the event Grantor elects to sell the Property, Grantor shall provide notice of this Easement in any sale or solicitation materials or information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

SECTION XIII – AMENDMENTS

Limitation on Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 470(h) and 501(c)(3) of the Code and the laws of the State of Utah. Any such amendment shall be consistent with the purpose of

this Easement, shall not affect its perpetual duration, shall not permit residential, commercial or industrial development of the Property and shall not permit any impairment of the Conservation Values of the Property. Any such amendment shall be filed in the County Recorder's office of Salt Lake County, Utah. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

SECTION XIV - MISCELLANEOUS PROVISIONS

A. Partial Invalidity. If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement. Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and that Grantee's failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach.

C. "Grantor" and "Grantee". The term "Grantor", as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and its successors and assigns. The term "Grantee", as used in this Easement, and any pronouns used in place thereof shall mean Salt Lake County and its successors and assigns.

D. Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

E. Liberal Construction. This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, and in accordance with Utah Code Ann. §§ 57-18-1 to 57-18-7. The parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

F. Successors. This Easement is binding upon, and will inure to the benefit of Grantor's and Grantee's successors in interest and assigns. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Grantor.

G. Governing Law. This Easement will be interpreted and construed in accordance with applicable Utah laws.

H. Entire Agreement. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

I. Compliance with Law. All uses and practices permitted by this Easement shall comply with all applicable state and federal laws.

J. Effective Date. The effective date of this Easement will be the date signed by all parties.

K. Notice Requirements. Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning the possible legal and tax implications associated with granting this Easement.

L. Merger. The Parties intend that this Easement will not merge, it being the intent of the Parties that the Easement never be extinguished but remain in full force enjoining Grantee or its successor in interest to perpetually comply with its terms and conditions regardless who holds title to the underlying fee interest.

M. Change of Conditions. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined inconsistent with the purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes not be considered circumstances sufficient to terminate this Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

N. Superiority of Easement. Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against the Property hereafter shall be subordinate to this Easement and in no way enable the holder of such interest or its successor(s) in interest to breach the terms of this Easement or otherwise compromise the Conservation Values protected hereby.

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

Grantor:

SALT LAKE CITY CORPORATION,

By _____
Mayor

Grantee:

SALT LAKE COUNTY

By _____
Mayor or Designee


ATTEST:

Deputy City Recorder

APPROVED AS TO FORM:

Senior City Attorney

APPROVED AS TO FORM:

 9-6-07

Deputy District Attorney

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

On this ____ day of _____, 2007, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing Interlocal Cooperation Agreement was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

Notary Public
Residing in Salt Lake County

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

On the ____ day of _____, 2007 personally appeared before me _____, who duly acknowledged to me that he is _____ of Salt Lake City Corporation and that (s)he executed the foregoing Interlocal Cooperation Agreement on behalf of Salt Lake City Corporation.

[SEAL]

Notary Public
Residing in Salt Lake County

Exhibit A:
Property Description

Primos Properties.

PARCEL 1:

LOTS 11 and 12, BLOCK 2, TERRACE HEIGHTS ADDITION (VACATED), ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

TOGETHER WITH THE SOUTH ONE-HALF OF THE VACATED STREET ABUTTING ON THE NORTH, AND THE NORTH ONE-HALF OF THE VACATED ALLEY ABUTTING ON THE SOUTH.

PARCEL 2:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 4, SPY GLASS HILL NO. 1 SUBDIVISION, WHICH CORNER IS SOUTH 00°17'39" EAST 869.498 FEET AND WEST 927.293 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 456.293 FEET; THENCE SOUTH 00°17'39" EAST 124.502 FEET; THENCE WEST 50.000 FEET; THENCE SOUTH 00°17'39" EAST 166.000 FEET; THENCE EAST 302.000 FEET; THENCE SOUTH 00°17'39" EAST 166.000 FEET; THENCE EAST 75.000 FEET; THENCE NORTH 00°17'39" WEST 166.000 FEET; THENCE EAST 144.000 FEET; THENCE SOUTH 00°17'39" EAST 166.000 FEET; THENCE WEST 671.000 FEET; THENCE NORTH 00°17'39" WEST 166.000 FEET; THENCE WEST 75.000 FEET; THENCE SOUTH 00°17'39" EAST 45.368 FEET; THENCE WEST 131.023 FEET TO THE EAST LINE OF SCENIC DRIVE; THENCE ALONG SAID EAST LINE NORTH 09°00'00" WEST 114.408 FEET TO THE BEGINNING OF A 223.204 FEET RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 224.000 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°30'00" TO A POINT OF A 74.00 FEET RADIUS REVERSE CURVE; THENCE NORTHWESTERLY 149.819 FEET ALONG THE ARC OF SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 116°00'00"; THENCE NORTH 49°30'00" EAST 42.000 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 4; THENCE SOUTH 40°30'00" EAST 129.296 FEET TO THE POINT OF BEGINNING.

Said property is also known by the street address of:
1805 South Mohawk Way, Salt Lake City, UT 84108

Exhibit B:

Property Map



PROPOSED FOOTHILL OPEN SPACE NATURE PRESERVE
EAST BENCH COMMUNITY COUNCIL
 Salt Lake County, Utah

	Salt Lake County Parcels
	Privately Owned
	Salt Lake City Land
	Salt Lake County Land
	Trail Head
	Trail

0 175 350 525 Feet

Exhibit C:

Baseline Inventory

Exhibit D:

Salt Lake City Parks and Recreation Rules and Regulations

Exhibit D
Salt Lake City Parks and Recreation Rules and Regulations

Salt Lake City Code Chapter 15.08

PARK AND PLAYGROUND RULES

15.08.010 Applicability Of Chapter Provisions:

It is unlawful for any person to do or to allow or permit any of the acts prohibited by this chapter in any public park or playground in Salt Lake City or in any place now, or which may hereafter be, set aside or used as a public park or playground under the jurisdiction of the city, whether within or without the city limits.

15.08.020 Hours-Designated:

A. All public parks and playgrounds of the city shall be closed to the public between the hours of eleven o'clock (11:00) P.M. and five o'clock (5:00) A.M. the following morning, with the exception of:

1. Charles Lee Miller park, which shall be closed to the public between the hours of nine o'clock (9:00) P.M. and five o'clock (5:00) A.M. the following morning;
2. Pioneer park, which shall be closed to the public between one-half (1/2) hour after sunset to seven o'clock (7:00) A.M. the following morning;
3. Donner Trail park, which shall be closed to the public between the hours of ten o'clock (10:00) P.M. and five o'clock (5:00) A.M. the following morning; and
4. With the exception of City Creek park, which shall be closed to the public between the hours of eleven o'clock (11:00) P.M. and five o'clock (5:00) A.M. the following morning, all public parks and playgrounds of the city five (5) acres or less in size, whether or not specifically named or described in this title, which shall be closed to the public between the hours of ten o'clock (10:00) P.M. and five o'clock (5:00) A.M. the following morning.

B. The Memorial House in Memory Grove shall be closed to public use at twelve o'clock (12:00) midnight; outdoor activities on the leased south lawn shall be closed at eleven thirty o'clock (11:30) P.M.; and the Memorial House shall be locked and vacant no later than two o'clock (2:00) A.M. Between twelve o'clock (12:00) midnight and two o'clock (2:00) A.M., use of the Memorial House shall be limited to employees cleaning the premises after an activity.

C. No person or persons shall be permitted in said parks or playgrounds, either on foot or on or in any type of vehicle, during such hours unless for the express purpose of

traveling directly through the park or playground on a public street that passes through the park or playground.

15.08.030 Park Hours-Exemption:

Provided, however, that section 15.08.020 of this chapter, or its successor, shall not apply to a person or persons who are in the park in conformity with a function or activity for which a permit has previously been authorized pursuant to the provisions of section 15.08.080 of this chapter, or its successor.

15.08.040 Advertising Material Distribution:

Subject to the provisions of chapters 3.50, 5.65, and 14.38 of this code, or their successors, no person shall distribute any handbill or circulars, or post, place or erect any bills, notices, papers or advertising device or matter of any kind, except such advertising on seats placed on city owned golf courses as may be authorized in writing by Salt Lake City Corporation.

15.08.050 Beer And Alcoholic Beverages:

It is unlawful for any person to consume beer or any alcoholic beverage, or to have in his or her possession any beer or alcoholic beverage within any public park described in chapter 15.04 of this title, or its successor, provided that this provision shall not apply to those parks in which the city has expressly granted a concessionaire operating in the park a license to sell beer. In Memory Grove park, alcohol may be served and consumed only on the leased Memorial House premises, including the south lawn area, subject to provisions of any lease agreement which the city may enter into. Sacramental wines may be consumed in conjunction with permitted activities such as weddings in the chapel in the Memorial Grove park or as otherwise specified in an agreement with the city for management of the Memorial House operations.

15.08.060 Business Activities:

Subject to the provisions of chapters 3.50, 5.65, and 14.38 of this code, or their successors, no person shall practice, carry on or conduct or solicit any trade, occupation, business or profession, without written permission of the mayor.

15.08.070 Interference With Animals Or Fowl:

A. Unlawful Acts: No person shall annoy, injure, release from confinement, or in any manner interfere with any swan, duck, goose, bird or animal, on the property of the city.

B. Unleashed Dogs:

1. With the exception set forth in subsection B2 of this section, no person shall suffer or permit any dog to enter or remain in a public park or playground, unless it be led by a leash of suitable strength, not more than six feet (6') in length.

2. Dogs shall be permitted to run off leash only in areas of parks and public spaces specifically authorized by city ordinance, specifically designated by the director of public services as "off leash areas", and clearly identified by signage as such. Said areas shall be as follows: a) designated areas of Memory Grove park known as the Freedom Trail section, b) the municipal ballpark, also known as Herman Franks park, except for the fenced youth baseball diamonds and playground area, c) designated areas of Jordan park, d) designated areas of Lindsey Gardens, and e) experimental areas referred to in subsection 8.04.390B of this code, or its successor. While in such areas dogs shall at all times remain under control of the dog's owner or custodian. "Under control" means that a dog will respond on command to its owner or custodian.

C. Animals To Be Controlled: No person shall ride or drive any horse or animal not well broken and under perfect control of the driver.

D. Livestock And Animals: No person shall lead or let loose any cattle, horse, mule, goat, sheep, swine, dogs or fowl of any kind.

E. Tethering Animals: No person shall hitch or fasten any horse or other animal to any tree or any other place or structure not especially designated and provided for such purpose.

15.08.080 Camping:

A. No person shall camp, lodge, or pitch a tent, fly, lean-to, tarpaulin or any other type of camping equipment in any park or playground except:

1. In cases of local emergency as declared by the mayor of the city.

2. Youth groups the majority of whose members' ages are at least eight (8) years of age, but no more than seventeen (17) years of age, under the following conditions:

a. The youth are accompanied by adult leaders in the ratio of two (2) adults for every ten (10) youth at all times while the youth are camping in a city park.

b. The youth group provides adequate police and fire security to ensure the safety of the campers and garbage removal and cleanup. The sponsor shall submit a plan along with an application for a special events permit to the city which shall be reviewed and approved by the public services department director, the fire and police chiefs, or their designees, who will forward a recommendation to the mayor as to whether or not the request for camping should be granted. Application for the special events permit shall be made directly to the special events coordinator who shall forward all accompanying information to the appropriate departments.

c. The youth group files a bond in the amount of ten thousand dollars (\$10,000.00) to compensate the city for any damage to the park caused by the youth group during their camping activities.

d. The youth group files a certificate of insurance in the aggregate amount of one million dollars (\$1,000,000.00), which names the city as an additional insured.

e. No camping is allowed in any one park for more than forty eight (48) continuous hours in any thirty (30) day period.

f. The youth group shall comply with all ordinances and park regulations relating to city parks.

g. No more than sixty (60) people shall be allowed to camp at one time.

B. The public services department director shall issue rules and regulations for the use of parks and parking lot areas for camping and parking of vehicles. Said rules shall specify in which parks camping will be allowed, whereon the location camping may be allowed and restrict activities of campers with regard to noise, fires, attaching structures to the ground, and specifying qualifications for security personnel.

C. It is unlawful for any person, unauthorized or authorized, to fail to remove any camping equipment from any city park or playground for more than five (5) minutes after being requested to do so by any city official or police officer.

15.08.090 Fire Making:

No person shall make or kindle a fire for any purpose.

15.08.100 Fireworks, Firearms And Explosives:

No person shall carry or discharge any firearms, firecrackers, rockets, torpedoes, powder, or any other fireworks or explosives.

15.08.110 Gambling:

No person shall play or bet at or against any game which is played, conducted, dealt or carried on with cards, dice, slot machine, wheels or other device, for money, chips, credit, cigars, candy, merchandise or any other thing representative of value, or to maintain or exhibit any cards, dice, table, wheel, machine or other instrument or device for betting, gambling or gaming.

15.08.120 Hunting And Fishing:

No person shall hunt or fish at any park or public grounds.

15.08.130 Littering:

No person shall throw or deposit any bottles, tin or tin cans, broken glass, nails, tacks, crockery, wire, paper, clothes, scrap or sheet iron, boxes, boards, lumber or stone, or any rubbish or garbage.

15.08.140 Play Area Restrictions:

No person shall play or engage in any game, excepting at such place as shall be specially set apart for that purpose.

15.08.150 Injuring Or Destroying Property:

A. Trees, Shrubs, Buildings: No person shall cut, break, injure, deface or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench or other structure, apparatus or property; or pluck, pull up, cut, take or remove any shrub, bush, plant, flower; or mark, or write upon any building, monument, fence, bench or other structure.

B. Removal Or Destruction Of Property: No person shall cut, remove, injure or destroy any wood, turf, grass, soil, rock, sand or gravel.

15.08.160 Restroom Facility Use Restrictions:

No person over eight (8) years of age shall enter or use any water closet designated for members of another sex in a public park or playground.

15.08.170 Selling Merchandise:

Subject to the provisions of chapters 3.50, 5.65, and 14.38 of this code, or their successor chapters, no person shall sell or offer for sale any merchandise, article or thing whatsoever, without the written consent of the mayor within any park or playground, or within a distance of sixty feet (60') of any boundary line of any public park or playground.

15.08.180 Swimming And Wading:

No person shall swim, bathe or wade in the waters of any fountain, pond, lake or stream not set aside for the purpose of swimming, bathing or wading, or pollute the waters of any fountain, pond, lake or stream.

15.08.190 Unauthorized Assembly:

No person shall conduct, carry on or participate in any commercially related special event or free expression activity in any city park except pursuant to the provisions of chapter 3.50 of this code.

15.08.200 Vehicle Restrictions:

A. Use Of Roads Or Drives: No person shall ride or drive any horse or other animals, or propel any vehicle, cycle or automobile elsewhere than on the roads or drives provided for such purposes, and never on the footpaths.

B. Excessive Speed: No person shall ride or drive any animal or vehicle at a rate of speed exceeding that indicated on traffic signs erected on any parkway within any public park.

C. Business Vehicles: No person shall drive or have any dray, truck, wagon, cart, perambulator, motor vehicle or other traffic vehicle, carrying or regularly used or employed in carrying gifts, merchandise, lumber, machinery, oil, manure, dirt, sand or soil, or any article of trade or commerce, or any offensive article or material whatsoever upon any road or drive, except such as may be specially provided or designated for such use.

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made effective _____, 2007, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the "County"), and SALT LAKE CITY CORPORATION, a Utah municipal corporation (the "City").

RECITALS:

A. UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and the City are public agencies as contemplated in the referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act).

D. The City will acquire property known as Williamson Property, from Gary Williamson. The property is more particularly described in Exhibit "1", attached (the "Property").

E. The County Council previously expressed an interest in providing one-half of the purchase price to be paid by City, in the amount of \$425,000, in exchange for a Conservation Easement from City. The easement is more particularly described in Exhibit "2", attached (the "Easement").

F. The parties wishing to finalize an exchange of property interests in conformance with the County Council's discussion enter into this Agreement.

G. The City's transfer of the Easement to the County is an interest in real property as contemplated in the Interlocal Cooperation Act.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 GRANT

Section 1. Grant. The City hereby agrees to grant and convey to the County the Easement.

**ARTICLE 2
CONSIDERATION**

Section 2. **Consideration.** County and City agree that in consideration of the mutual benefit afforded the citizens of City and County from this Grant and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, County will pay City \$425,000. No other consideration shall pass between County and City unless stated herein. Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

**ARTICLE 3
ADDITIONAL PROVISIONS**

Section 3. **No Interference.** As long as such use is in conformance with the Easement described in Exhibit "2", the County shall not unreasonably obstruct or interfere with the free and unimpeded use of the Property by the City.

Section 3.1. **Duration.** The term of this Agreement shall commence upon its execution, and the duration shall be fifty (50) years from the date of execution. The Easement Grant contemplated herein shall be perpetual.

Section 3.2 **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(h) Time of Essence. Time is of the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

(k) No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.

(l) Joint Board. As required by Utah Code Ann. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's Mayor or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(m) Financing Joint Cooperative Undertaking and Establishing Budget. There is financing of joint or cooperative undertaking, but no future budget shall be established or maintained unless described herein.

(n) Manner of Acquiring, Holding or Disposing of Property. The Easement will be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

(o) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(p) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63-30d-101, *et seq.*; therefore, consistent with the terms of the Governmental Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act and all other applicable law.

(q) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative

or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001) or of Salt Lake City's conflict of interest ordinance, (Chapter 2.44, Salt Lake City Code)); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances or Salt Lake City ordinances.

(r) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and City in accordance with Utah Code Ann. § 11-13-202.5.

(s) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. § 11-13-209.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its City Council, a copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor, the signature being duly notarized.

SALT LAKE COUNTY

Document being executed by both parties concurrently

By: _____
Mayor

APPROVED AS TO FORM:
Salt Lake County District Attorney

[Signature] 9-6-07
Deputy District Attorney

SALT LAKE CITY CORPORATION

By: _____
Mayor or Designee

ATTEST:

APPROVED AS TO FORM:

Deputy City Recorder

Senior City Attorney

STATE OF UTAH)
 ss.
County of Salt Lake)

On this _____ day of _____, 2007, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing Interlocal Cooperation Agreement was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

Notary Public
Residing in Salt Lake County

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

On the _____ day of _____, 2007 personally appeared before me _____, who duly acknowledged to me that he is _____ of Salt Lake City Corporation and that (s)he executed the foregoing Interlocal Cooperation Agreement on behalf of the Salt Lake City Corporation.

[SEAL]

Notary Public
Residing in Salt Lake County

EXHIBIT 1

Legal Description

WILLIAMSON SCENIC COVE PROPERTY
OVERALL LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 'B', SCENIC CIRCLE SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 89°41'10" EAST 1110.3 FEET AND NORTH 18°24'07" WEST 147.454 FEET AND NORTH 40°11'45" WEST 373.99 FEET FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°41'10" EAST ALONG THE NORTH BOUNDARY LINE OF SAID SCENIC CIRCLE SUBDIVISION 151.6 FEET (146.603 feet calculated), THENCE NORTH 18°24'07" WEST 627.838 FEET (623.157 feet calculated); THENCE NORTH 89°41'10" WEST 132.41 FEET; THENCE NORTH 17°42'04" WEST 124.72 FEET; THENCE NORTH 9°40' WEST 190.0 FEET, MORE OR LESS, TO THE NORTH SECTION LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 89°41'10" WEST ALONG SAID NORTH SECTION LINE 13.792 FEET; THENCE NORTH 00°17'39" WEST 114.632 FEET; THENCE NORTH 89°41'10" WEST 380 FEET; THENCE SOUTH 00°17'39" EAST 114.632 FEET TO SAID NORTH SECTION LINE; THENCE SOUTH 89°41'10" EAST 19.128 FEET TO THE CENTER LINE OF THE PARLEY'S HIGHLINE CONDUIT EASEMENT, ALSO BEING THE NORTHEAST CORNER OF INDIAN ROCK SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG THE CENTER LINE OF SAID CONDUIT EASEMENT AND THE EAST BOUNDARY LINE OF SAID INDIAN ROCK SUBDIVISION THE FOLLOWING SIX (6) COURSES:

SOUTH 19°20' EAST 111.70 FEET TO A POINT OF CURVATURE, SOUTHERLY ALONG THE ARC OF A 286.479 FOOT RADIUS CURVE TO THE RIGHT 140.0 FEET TO A POINT OF TANGENCY, SOUTH 8°40' WEST 5.5 FEET TO A POINT OF CURVATURE, SOUTHEASTERLY ALONG THE ARC OF A 114.59 FOOT RADIUS CURVE TO THE LEFT 130.0 FEET TO A POINT OF TANGENCY, SOUTH 56°29' EAST 26.44 FEET TO A POINT OF CURVATURE, SOUTHEASTERLY ALONG THE ARC OF A 286.479 FOOT RADIUS CURVE TO THE RIGHT 170.0 FEET TO A POINT OF TANGENCY AND SOUTH 22°20' EAST 94.958 FEET;

THENCE NORTH 67°40' EAST 47.5 FEET TO THE NORTHWEST CORNER OF LOT 9, SCENIC HEIGHTS SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTHERLY ALONG THE ARC OF A 113.61 FOOT (calculated 116.31 foot) RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 67°40' EAST) 103.52 FEET (calculated 103.09 feet) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 180 FOOT (calculated 179.77 foot) RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 66°20' WEST (calculated North 66°18'48" West) 67.76 FEET TO A POINT ON SAID CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 87°54'10" WEST; THENCE NORTH 80°43'30" WEST 152.61 FEET; THENCE SOUTH 10°00' WEST 135.0 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID SCENIC HEIGHTS SUBDIVISION THE FOLLOWING TWO (2) COURSES:

SOUTH 22°20' EAST 350 FEET; AND SOUTH 40°11'45" EAST 74.79 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS 7.067 ACRES, MORE OR LESS.

EXHIBIT 2

Conservation Easement

Parcel No. 16-14-306-027
16-14-352-002
16-14-352-003
16-14-352-026
16-14-353-018
16-14-353-022
16-14-353-023

And a cul-de-sac parcel containing .05 acre

Foothills Preserve
DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement"), made as of this _____, 2007, by Salt Lake City Corporation ("Grantor") whose address is 451 South State Street P.O. Box 145460, Salt Lake City, Utah 84114-5460 and Salt Lake County ("Grantee") whose address is 2001 S. State Street N2200, Salt Lake City, UT 84190.

EXHIBITS AS FOLLOWS

- Exhibit A: Property Description
- Exhibit B: Property Map
- Exhibit C: Baseline Inventory
- Exhibit D: Salt Lake City Parks and Recreation Rules and Regulations

WITNESSETH:

WHEREAS, the purpose of this Easement is to protect or enhance forever the natural, open space, recreational and scenic qualities of the real property described in Exhibit A; and

WHEREAS, Grantor is the owner of all the real property in Salt Lake County, State of Utah, known as the Williamson Parcel, described in the attached Exhibit A ("Property") and approximately located as shown on the map attached as Exhibit B; and

WHEREAS, the Property has significant recreational, scenic, and open space values as recognized in the Utah Land Conservation Easement Act (Utah Code Ann. §§ 57-18-1 to 57-18-7), and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common law; and

WHEREAS, the Property constitutes a valuable link in the Bonneville Shoreline Trail system and has significant scenic value as the property is visible from many parts of the Salt Lake Valley. All these scenic, recreational, and open space values ("Conservation Values") are worthy of conservation and of great importance to Grantor, Grantee, and the State of Utah; and

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be conserved and maintained by the continuation, initiation, or introduction of activities on the Property that will not compromise the Conservation Values, including but not limited to such activities as public access; and

WHEREAS, Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Property; and

WHEREAS, the Property can be seen from numerous public vantage points including Interstate 80 and Foothill Drive, making the scenic undisturbed value of the property a component of its public value; and

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of Utah Code Ann. §§ 57-18-1 to 57-18-7; and

WHEREAS, Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, recreational, and educational purposes; and Grantee is a body corporate and politic of the state of Utah, and a qualified Easement holder under Utah Code Ann. § 57-18-3; and

WHEREAS, the parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Property's Conservation Values;

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms, conditions, and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Easement and pursuant to the laws of the State of Utah and in particular Utah Code Ann. 57-18-1 *et seq.*, Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT in the Property. This Easement is made over and across all of the Property to preserve and protect the natural, ecological, habitat, recreational, public access, open space, scenic and other values present on the Property. This Easement shall forever bind Grantor and Grantor's successors in ownership and use of

the Property as well as Grantee and any qualified successor of Grantee as identified in Section XIV below. This Easement is granted in perpetuity and any mortgage lien or other encumbrance other than encumbrances of sight or record existing at the time of this Easement's signing, shall be subordinate to the rights and intentions of this Easement and Grantee's ability to enforce the protection of the Conservation Values described herein. The scope of this Easement is set forth in this deed.

SECTION I - PURPOSE

The purpose of this Easement is to enable the Property to remain forever open and accessible to the public, protecting in perpetuity its natural and recreational use and utility and its scenic open and undisturbed character, preventing any use of the Property that may materially impair or interfere with its Conservation Values.

SECTION II - RIGHTS OF GRANTEE

Affirmative Rights of Grantee. Grantor hereby grants the following rights to Grantee, which rights shall be in addition to and not in limitation of, all other rights and remedies available to Grantee:

- (a) to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require of Grantor or third persons the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;
- (b) upon two (2) business days prior notice to Grantor, and without unreasonably interfering with Grantor's use and quiet enjoyment of the Property as restricted by this Easement, to enter upon the Property at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;
- (c) to enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
- (d) to obtain injunctive and other equitable relief against any violations, including restoration of the Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law);
- (e) to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure;

SECTION III - PERMITTED USES AND PRACTICES

The following uses and practices, while not an exhaustive recital of permitted uses and practices, are consistent with this Easement. The uses and practices described in this section may not be precluded or prevented by this Easement, except under the following circumstances. The uses and practices may be precluded when this Easement requires Grantee's prior approval of an activity as provided in Section IV of this Easement or when such uses or practices are conducted or allowed to take place in a manner that violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, or constitutes a prohibited use or practice as set forth in Section V of this Easement. The following are the permitted uses and practices referred to above:

A. Recreation. The right to engage in non-motorized recreational activities and passive recreational uses.

B. Trails. The right to maintain, restore, and reroute current trails identified in the Baseline Inventory, provided that no trail be improved beyond the maximum width currently allowed under Salt Lake City trails master plan for the Bonneville Shoreline Trail.

C. Signs. The right to place a limited number of signs for the following purposes:

- a. To state the purpose of the Easement and the terms of this Easement;
- b. To identify trails or interpretive sites on the Property;
- c. To state rules and regulations, safety, or hazardous conditions found on the Property in accordance to the Grantor's established guidelines for properties it owns;
- d. To state the name of the Grantee of this Easement and to state that Salt Lake County Open Space Bond proceeds were used to acquire the Property.

D. Chemicals and Biological Controls. Grantor may use agrichemicals and biological controls on the Property as necessary to control noxious weeds. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the natural values of the Property and to avoid any impairment of the natural ecosystems and their processes.

~~F. Problem or Diseased Animals. Grantor may use legal methods to control diseased and problem animals as permitted by state and federal laws.~~

G. Fire Suppression. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Potential means to reduce or remove high risk fuel loads may include, but would not be limited to: mechanized methods; biological controls, including short-duration grazing; slash, stack and burn; or controlled burns.

H. Utilities. Existing utilities may be maintained or relocated provided any utility relocation is first approved by Grantee and any disturbance to the Property is restored, as much as is practical, to the original undisturbed nature of the Property.

I. Parks and Recreation Management Practices. All recreational uses of the Property shall be effectuated in a manner that is consistent with Grantor's rules and regulations, as referenced herein and made a part hereof in Exhibit D, guiding the management of the Property and the recreational use thereof, and not inconsistent with the purpose of this Easement as specified in Section I. Each such use or practice shall neither significantly impair the public view of and over the Property nor in general result in a significant injury to or destruction of a Conservation Value or otherwise constitute a prohibited use set forth in Section V.

J. Residual Rights. Except as expressly limited by this Easement, Grantor is entitled to exercise and enjoy all rights as owner of the Property and shall have the right to use the Property for any purpose not inconsistent with this Easement.

SECTION IV - PRIOR APPROVAL

If any provision of this Easement requires Grantor to obtain Grantee's approval prior to performing any act or undertaking any enterprise, Grantor shall not perform that act or undertake that enterprise until the notice and approval provisions of this Section have been fully satisfied. Nothing in this Section shall in any way prohibit or limit the Grantee's ability to obtain writs or injunctive relief relating to any violation of this Easement.

A. Grantor's Written Notice. Prior to the commencement of any activity, use, or enterprise that requires grantee's approval, Grantor shall first notify Grantee in writing of the proposed activity, use, or enterprise. The notice must fully inform Grantee of all material aspects of the proposed activity, use or enterprise. Grantor shall send such notices to Grantee by registered or certified mail, return receipt requested, addressed to Salt Lake County or to such other address as Salt Lake County may designate in writing.

~~B. Grantee's Response. Grantee shall have forty-five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to~~

review the proposed activity, use, or enterprise and to notify Grantor of any objections it may have to the activity, use, or enterprise. The objections, if any, shall be based upon Grantee's opinion that the proposed activity, use or enterprise is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the purpose or provisions of this Easement. If, in the Grantee's judgment, the proposal presented by Grantor can be modified to avoid material damage to the Conservation Values and otherwise comply with the purpose and provisions of this Easement, then the response shall inform Grantor how the proposed activity, use or enterprise may be modified to conform with this Easement. Except as provided in Subsection C of this Section IV, Grantor may commence the proposed activity, use, or enterprise only after it receives Grantee's express written approval, and only in the manner explicitly proposed by the Grantor and approved by Grantee. The Grantee shall send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at Grantor's address as set forth on page one, or to such other address as Grantor may designate in writing.

C. Grantee's Failure to Respond. If Grantee fails to respond to a proposal presented by Grantor within forty five (45) days after it receives the proposal by registered or certified mail, or within forty five (45) days after Grantee has received adequate information to evaluate the proposed activity, whichever is later, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and Grantee will have no further right to object to the activity, use or enterprise described in the proposal. The forty five (45) day period shall not begin to run for purposes of this paragraph until such time as Grantee has received adequate information from Grantor to effectively evaluate the proposed activity. In the event the Grantee requires additional information to evaluate the proposed activity, Grantee shall request the information from Grantor as soon as practicable and in any case not later than 45 days after the receipt of the notice of the proposed activity.

D. Force Majeure. Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor shall promptly notify Grantee of any injury to the Property caused by such events and the efforts to prevent, abate, or mitigated any damage caused by such events.

SECTION V - PROHIBITED USES AND PRACTICES

Any activity on or use of the Property inconsistent with the purpose of this

Easement and that is likely to cause material damage to the Conservation Values is expressly prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are explicitly deemed inconsistent with the purposes of this Easement, and shall be prohibited.

A. Subdivision. Grantor shall not have the right to, and shall not attempt to, divide, subdivide, or take any action that creates an actual or *de facto* subdivision of the Property.

B. Construction. Grantor shall not construct any structures or facilities on the Property.

C. Wildlife Disturbance or Harassment. Harassment of wildlife on the Property by people, vehicles or domestic animals is prohibited. The taking, removal, translocation or captivity of wildlife is prohibited, except as allowed by law.

D. Alteration of Watercourses and Topography. Grantor shall not change, disturb, alter, excavate, or impair any watercourse or wetland or the topography of the ground on the Property, except as expressly permitted by Section III of this Easement. Grantor shall conform to all state and federal laws when constructing or altering wetlands, watercourses and habitat.

E. Non-native Species. Grantor shall not introduce into the Property any non-native plant or animal species other than those generally accepted for habitat improvement or as mutually agreed upon by Grantor and Grantee.

F. Roads. No roads over, through, or across the Property are permitted.

G. Recreational Structures. No recreational structures or facilities shall be allowed on the Property except as expressly permitted in Section III and pursuant to Section IV of this Easement.

H. Motorized Vehicles. Motorized vehicles are not permitted to access the Property except for:

- 1) Emergency vehicles;
- 2) Vehicles used in routine maintenance of the Property provided they are in sound working order;
- 3) Vehicles necessary to carry out a permitted use as identified under Section III of this Easement, provided they are in sound working order;

J. Dumping. Trash, debris, ashes, sawdust, and other non-compostable refuse may not be dumped or otherwise disposed of on the Property.

K. Utilities. New utility corridors are prohibited.

L. Mineral Activities. Exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property is prohibited. No sub-surface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials (including the lease, sale, or other disposition of the rights to such materials) is permitted.

M. Billboards. Grantor shall not construct, maintain, lease, or erect any commercial signs or billboards on the Property.

N. Hazardous Waste. Grantor shall not store, dump, or otherwise dispose of any toxic or hazardous material on the Property. Neither this specific prohibition nor any other right granted in this Easement makes Grantee an owner of the Property. Nor does it permit Grantee to control any use of the Property by Grantor that may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, Grantee may bring an action to protect the Conservation Values of the Property. This prohibition does not impose liability on Grantee, nor shall Grantee be construed as having liability as a "responsible party" under CERCLA or other similar state or federal statutes.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. If Grantee becomes aware of a violation or potential violation of any restriction contained in this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, Grantee may notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon Grantor's receipt of such notice, Grantor shall immediately take action to prevent or stop the activity that potentially or actually violates the terms or intent of this Easement.

Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections. The cost of such corrections, including Grantee's expenses, court costs, and attorney's fees, shall be paid by Grantor. ~~In the event Grantor is found not in violation of this Easement, then Grantor's attorney's fees shall be paid by Grantee.~~

B. Injunctive and Other Relief. In the event Grantor undertakes or causes to be undertaken any activity on the Property that requires Grantee's prior approval and such approval is not obtained consistent with Section IV of this Easement, or if Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement, Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities or force the restoration of that portion of the Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, or taking such other action as Grantee deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration and Grantor is held not to be in violation of this Easement, Grantee shall pay Grantor's costs of litigation, including reasonable attorney's fees.

C. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

D. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

E. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Easement.

SECTION VII – COSTS, TAXES and FEES

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, including responsibility for the control of noxious weeds, in accordance with all applicable Utah laws. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied against the Property by competent authority.

SECTION VIII - INDEMNITY

~~Grantor shall bear all costs of operation, upkeep and maintenance of the Property,~~
and shall indemnify Grantee and its successors and assigns against all claims and

obligations arising from the operation, upkeep, and maintenance of the Property. Grantor also shall defend and indemnify Grantee against obligations arising from past, present or future dumping of hazardous materials on the Property, and any obligations associated with their cleanup or containment.

SECTION IX - ASSIGNMENT OF EASEMENT

Grantee may not transfer or assign its interest in the Property created by this Easement except to a "qualified organization" (within the meaning of Section 170(h) (3) of the Internal Revenue Code) that is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h) (4) (a) of said Code. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement. Grantee may not transfer its rights under this Easement, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

SECTION X - BASELINE DATA

A Baseline inventory shall be completed prior to the signing of the Easement. The parties acknowledge that this collection of baseline data contains an accurate representation of the Property's condition and natural resources as of the date of the execution of this Easement in accordance with Treasury Regulation 1.170A-14(g)(5)(I). The parties agree that subsequent updates to the Baseline Inventory will be signed by both Grantee and Grantor and attached to the Baseline Inventory in Exhibit C of this Easement. The parties acknowledge that an inventory of baseline data relating to the Property has been completed by competent professionals familiar with the Property. Copies of this inventory of baseline data and subsequent updates to the Baseline inventory are on file in Grantees' offices.

Notwithstanding the foregoing, should a future controversy arise over the biological or physical condition of the Property, the parties may use all relevant documents, surveys, reports and other information to assist in resolving the controversy.

SECTION XII

SUBSEQUENT SALE, EXCHANGE, OR INVOLUNTARY CONVERSION

Grantor and Grantee agree that the conveyance of this Easement creates a property right immediately vested in Grantee. Grantee's property right in this Easement shall be based on the condition and improvements on the Property at the time the Easement is established, and this condition shall be documented as referred to in Section X, above. For purposes of this Section, the property right shall be deemed to

have a fair market value at least equal to the proportionate value this Easement bears to the entire value of the Property as a whole at the time of its creation. That proportionate value of Grantee's property rights shall remain constant. Should a change in conditions give rise to the extinguishment of this Easement, as provided in Treasury Regulation Section 1.170A-14(g)(6)(I) or any subsequent revision to that section of the IRS Code, or extinguishment of a portion of Grantee's rights under this Easement, Grantee on a subsequent sale, exchange, conveyance, or involuntary conversion of the Property or a portion of the Property shall be entitled to a portion of the proceeds at least equal to such proportionate value of this Easement as established at the time of its creation. All interpretations of Grantee's property rights shall follow Treasury Regulation Section 1.170.

Whenever all or part of the Property is taken in exercise of eminent domain, or under claim of rights of eminent domain, by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor shall and Grantee may join in appropriate actions to recover the full value of the Property taken and all incidental or direct damages resulting from such taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Property, as provided in the first paragraph of this Section.

Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including any leasehold interest) is conveyed, and that a copy of this Easement will be attached thereto. The separate parcels described in Exhibit A shall be considered one Property and shall not be divided, subdivided or otherwise separated. Grantor agrees to encumber title to the Property so that ownership of the Property never vests in more than one entity at any single point in time, this restriction to run with the Property in perpetuity. Grantee's acceptance of this Easement is contingent upon Grantor's placement of such encumbrance on title of the Property. Grantor shall notify Grantee in writing of any conveyance of interest by sending written notice to Grantee as provided in Section IV, Subsection A. Grantor shall provide notice of this Easement to all successors in interest, and to any potential purchasers or subsequent owners. In the event Grantor elects to sell the Property, Grantor shall provide notice of this Easement in any sale or solicitation materials or information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

SECTION XIII – AMENDMENTS

Limitation on Amendment. If circumstances arise under which an amendment to or

modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c) (3) of the Code and the laws of the State of Utah. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit residential, commercial or industrial development of the Property and shall not permit any impairment of the Conservation Values of the Property. Any such amendment shall be filed in the County Recorder's office of Salt Lake County, Utah. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

SECTION XIV - MISCELLANEOUS PROVISIONS

A. Partial Invalidity. If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement. Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and that Grantee's failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach.

C. "Grantor" and "Grantee". The term "Grantor", as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and its successors and assigns. The term "Grantee", as used in this Easement, and any pronouns used in place thereof shall mean Salt Lake County and its successors and assigns.

D. Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

E. Liberal Construction. This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, and in accordance with Utah Code Ann. §§ 57-18-1 to 57-18-7. The parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

F. Successors. This Easement is binding upon, and will inure to the benefit of Grantor's and Grantee's successors in interest and assigns. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Grantor.

G. Governing Law. This Easement will be interpreted and construed in accordance with applicable Utah laws.

H. Entire Agreement. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

I. Compliance with Law. All uses and practices permitted by this Easement shall comply with all applicable state and federal laws.

J. Effective Date. The effective date of this Easement will be the date signed by all parties.

K. Notice Requirements. Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning the possible legal and tax implications associated with granting this Easement.

L. Merger. The Parties intend that this Easement will not merge, it being the intent of the Parties that the Easement never be extinguished but remain in full force enjoining Grantee or its successor in interest to perpetually comply with its terms and conditions regardless who holds title to the underlying fee interest.

M. Change of Conditions. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined inconsistent with the purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes not be considered circumstances sufficient to terminate this Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

N. Superiority of Easement. Any mortgage, trust deed, lien, judgment, or other

financial interest executed or entered against the Property hereafter shall be subordinate to this Easement and in no way enable the holder of such interest or its successor(s) in interest to breach the terms of this Easement or otherwise compromise the Conservation Values protected hereby.

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

Grantor:

SALT LAKE CITY CORPORATION,

By _____
Mayor

Grantee:

SALT LAKE COUNTY

By _____
Mayor or Designee

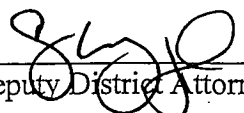
ATTEST:

Deputy City Recorder

APPROVED AS TO FORM:

Senior City Attorney

APPROVED AS TO FORM:

 9-6-07

Deputy District Attorney

STATE OF UTAH)

ss.

County of Salt Lake)

On this ____ day of _____, 2007, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing Interlocal Cooperation Agreement was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

Notary Public
Residing in Salt Lake County

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the ____ day of _____, 2007 personally appeared before me _____, who duly acknowledged to me that he is _____ of Salt Lake City Corporation and that (s)he executed the foregoing Interlocal Cooperation Agreement on behalf of Salt Lake City Corporation.

[SEAL]

Notary Public
Residing in Salt Lake County

Exhibit A:

Property Description

WILLIAMSON SCENIC COVE PROPERTY
OVERALL LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 'B', SCENIC CIRCLE SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 89°41'10" EAST 1110.3 FEET AND NORTH 18°24'07" WEST 147.454 FEET AND NORTH 40°11'45" WEST 373.99 FEET FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°41'10" EAST ALONG THE NORTH BOUNDARY LINE OF SAID SCENIC CIRCLE SUBDIVISION 151.6 FEET (146.603 feet calculated), THENCE NORTH 18°24'07" WEST 627.838 FEET (623.157 feet calculated); THENCE NORTH 89°41'10" WEST 132.41 FEET; THENCE NORTH 17°42'04" WEST 124.72 FEET; THENCE NORTH 9°40' WEST 190.0 FEET, MORE OR LESS, TO THE NORTH SECTION LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE NORTH 89°41'10" WEST ALONG SAID NORTH SECTION LINE 13.792 FEET; THENCE NORTH 00°17'39" WEST 114.632 FEET; THENCE NORTH 89°41'10" WEST 380 FEET; THENCE SOUTH 00°17'39" EAST 114.632 FEET TO SAID NORTH SECTION LINE; THENCE SOUTH 89°41'10" EAST 19.128 FEET TO THE CENTER LINE OF THE PARLEY'S HIGHLINE CONDUIT EASEMENT, ALSO BEING THE NORTHEAST CORNER OF INDIAN ROCK SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG THE CENTER LINE OF SAID CONDUIT EASEMENT AND THE EAST BOUNDARY LINE OF SAID INDIAN ROCK SUBDIVISION THE FOLLOWING SIX (6) COURSES:

SOUTH 19°20' EAST 111.70 FEET TO A POINT OF CURVATURE, SOUTHERLY ALONG THE ARC OF A 286.479 FOOT RADIUS CURVE TO THE RIGHT 140.0 FEET TO A POINT OF TANGENCY, SOUTH 8°40' WEST 5.5 FEET TO A POINT OF CURVATURE, SOUTHEASTERLY ALONG THE ARC OF A 114.59 FOOT RADIUS CURVE TO THE LEFT 130.0 FEET TO A POINT OF TANGENCY, SOUTH 56°29' EAST 26.44 FEET TO A POINT OF CURVATURE, SOUTHEASTERLY ALONG THE ARC OF A 286.479 FOOT RADIUS CURVE TO THE RIGHT 170.0 FEET TO A POINT OF TANGENCY AND SOUTH 22°20' EAST 94.958 FEET;

THENCE NORTH 67°40' EAST 47.5 FEET TO THE NORTHWEST CORNER OF LOT 9, SCENIC HEIGHTS SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTHERLY ALONG THE ARC OF A 113.61 FOOT (calculated 116.31 foot) RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 67°40' EAST) 103.52 FEET (calculated 103.09 feet) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 180 FOOT (calculated 179.77 foot) RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 66°20' WEST (calculated North 66°18'48" West) 67.76 FEET TO A POINT ON SAID CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 87°54'10" WEST; THENCE NORTH 80°43'30" WEST 152.61 FEET; THENCE SOUTH 10°00' WEST 135.0 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID SCENIC HEIGHTS SUBDIVISION THE FOLLOWING TWO (2) COURSES:

SOUTH 22°20' EAST 350 FEET; AND SOUTH 40°11'45" EAST 74.79 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.







CONTAINS 7.067 ACRES, MORE OR LESS.

Exhibit B:
Property Map



PROPOSED FOOTHILL OPEN SPACE NATURE PRESERVE EAST BENCH COMMUNITY COUNCIL

Salt Lake County, Utah

	Salt Lake County Parcels
	Privately Owned
	Salt Lake City Land
	Salt Lake County Land
	Trail Head
	Trail

0 175 350 525 Feet

Exhibit C:

Baseline Inventory

**WILLIAMSON PROPERTY
BASELINE DOCUMENTATION**

June 5, 2007

**Prepared by
Arthur E. L. Morris, Ph.D.**

**for
Utah Open Lands**

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The baseline documentation was developed from actual site visits by Utah Open Lands Ecologist/Conservation Stewardship Director, Arthur Morris, and Executive Director, Wendy Fisher. This Baseline Documentation is to be used in conjunction with the Williamson Property Conservation Easement(s).

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Photo Credits: Photos were provided by Arthur Morris except as otherwise noted in figure captions.

BASELINE DOCUMENTATION

PROPERTY LOCATION AND IDENTIFICATION

General Maps



Figure 1. Locator map for the Williamson Property. The Williamson Property is marked with a blue dot just east of Foothill Drive near I-80.



Figure 2. Aerial photograph map of the Williamson Property. The property is a projection of open land in the urban matrix.



Figure 3. Aerial photograph showing approximate boundaries of the Williamson Property.

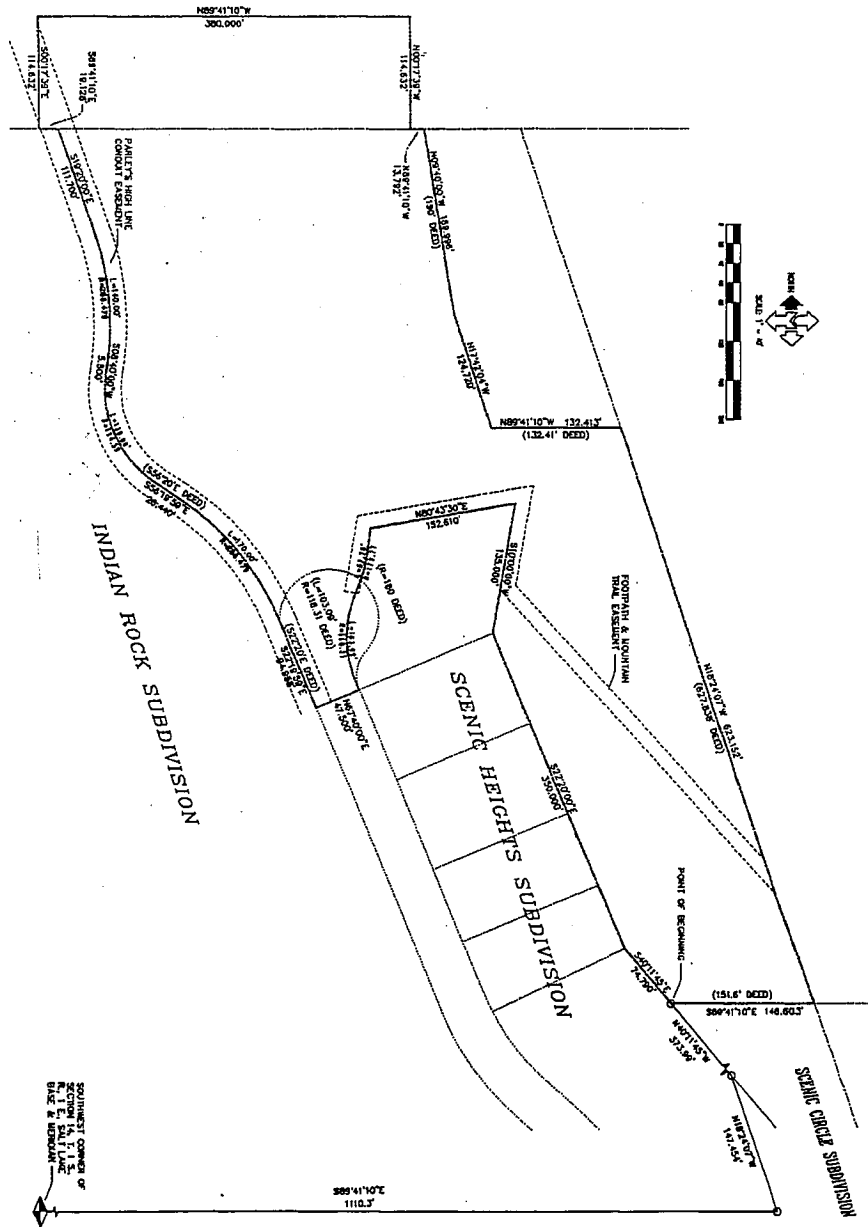


Figure 4. Bounds of the Williamson Property

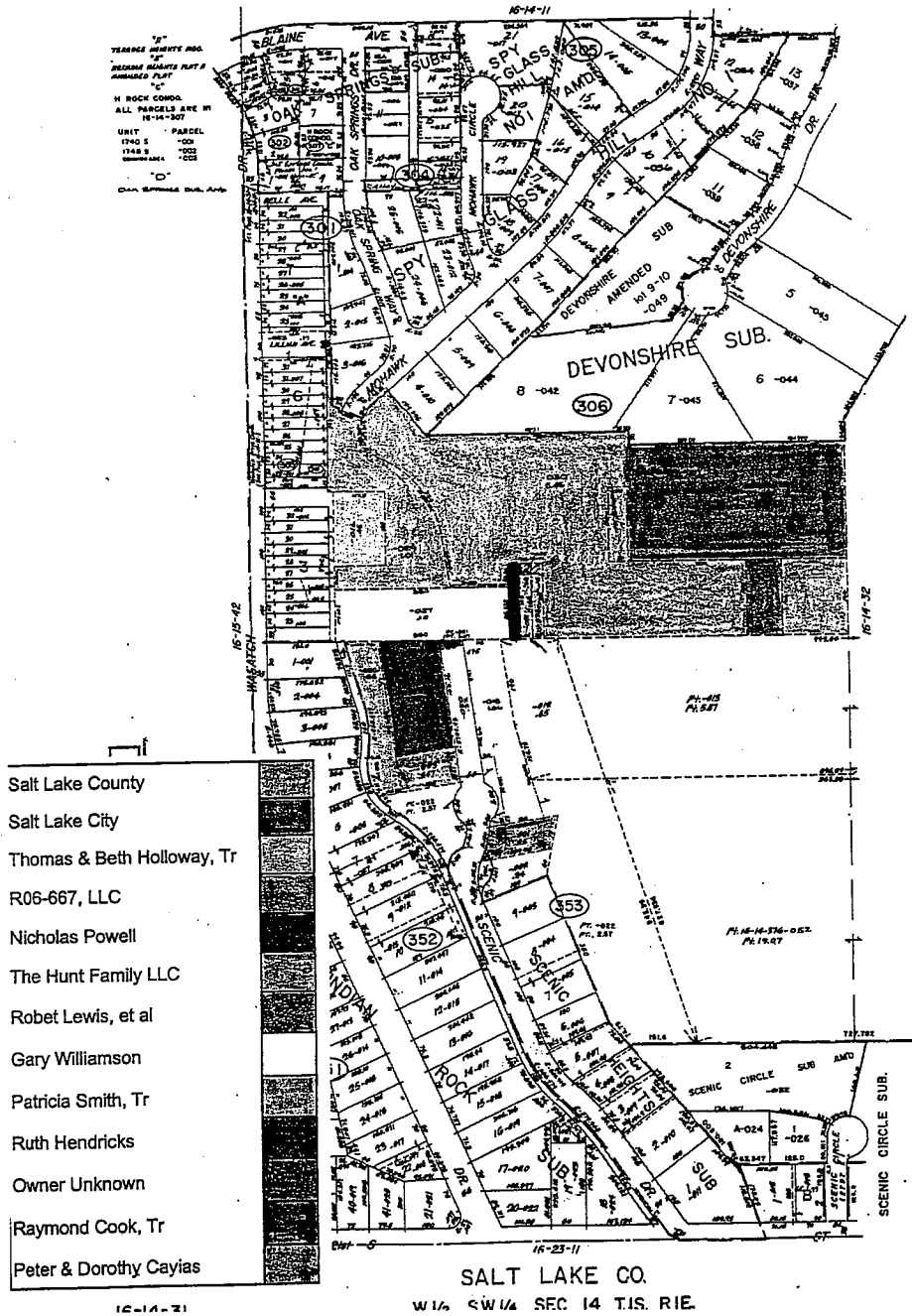


Figure 5. Map showing property boundaries of and adjacent to the Williamson Property. The Williamson Property as described in this easement is represented here as properties ascribed to Gary Williamson (yellow) and all properties bounded by Gary Williamson parcels (dark pink, purple, and orange).

Land Type

The open land described in this baseline documentation is termed the Williamson Property, and comprises approximately 7 acres east of Foothill Drive at the north end of Scenic Drive (approximately 1931 S), in Salt Lake City, Utah (Figures 1-4). The Williamson Property currently supports sagebrush/grass habitat. The (unpaved) Bonneville Shoreline Trail runs just uphill to the property. A prominent rock outcropping on open land adjacent to the property has been painted with a large "H" for Highland High (Figure 3).

The property comprises foothill rangeland at approximately 4900 ft elevation to approximately 5050 ft elevation, as part of the foothills of the Wasatch Mountains. This sagebrush/grass habitat provides valuable winter range for mule deer (*Odocoileus hemionus*) and elk (*Cervus canadensis*). The property is fairly steep, averaging about 34% grade (i.e., 34 feet elevation rise for every 100 feet of horizontal run perpendicular to the slope) at the north end of the property and approximately 28% grade near the south end of the property. No surface water features exist on the property.

Conservation Values

The Williamson Property is valuable as a large open area that can be managed to enhance natural foothill ecosystems in an area of rapidly expanding urbanization (Fig 2).

Conservation values of the Williamson Property include:

- Natural: The property includes foothill areas with sagebrush/grass communities. This habitat may preserve and allow restoration of desirable native plants and animals of the region (Figure 6).

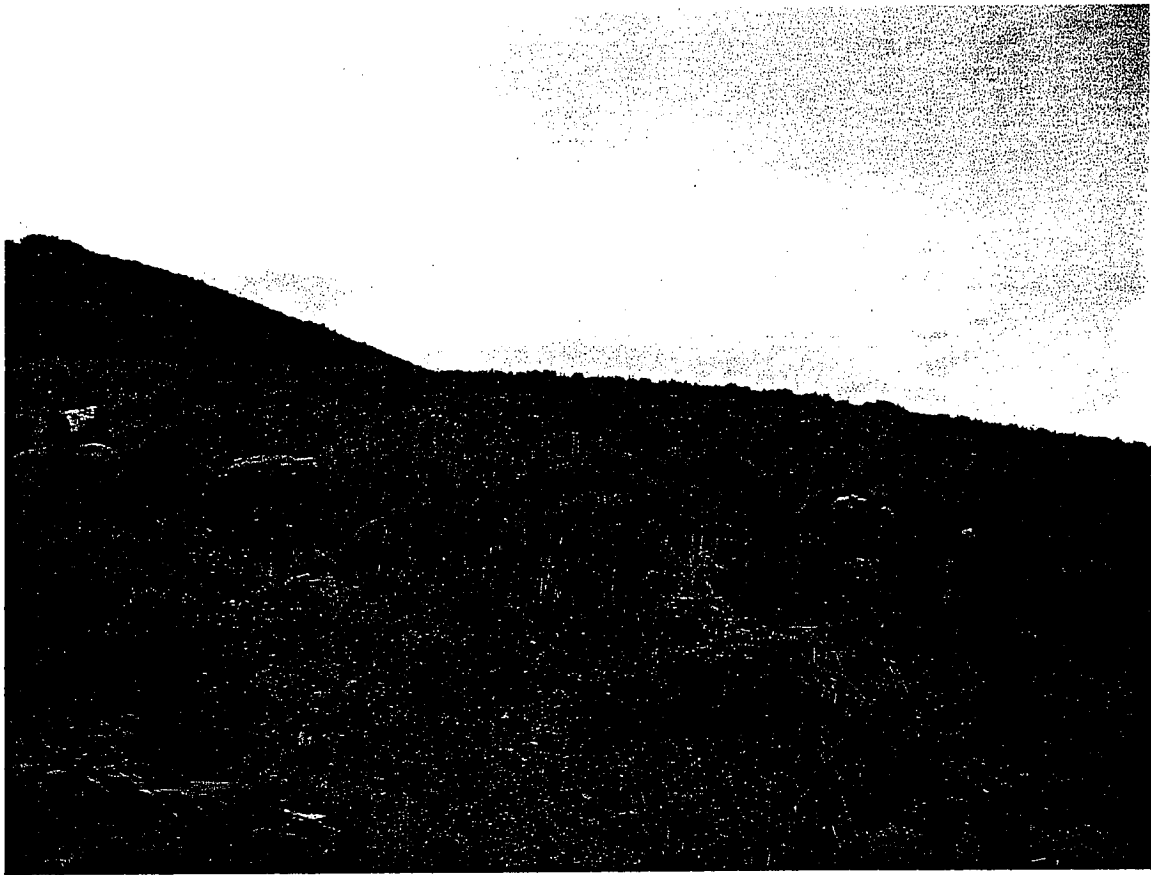


Figure 6. Sagebrush/grass communities of the Williamson Property, seen from the end of Scenic Drive looking eastward (June 4, 2007).

- **Scenic:** The property projects relatively far into the urbanized area of Salt Lake City, and provide beautiful foothill views (Figure 7). The open, natural conditions of the land therefore comprise a notable portion of the viewscape seen from the sugarhouse area of Salt Lake City looking eastward toward the mountains (Figure 8). Conversely, the open, natural conditions of the property provide part of the viewscape for travelers on the portion of the Bonneville Shoreline Trail that runs around the point of the mountain uphill from the property. In addition, the natural conditions of the property present smaller-scale views of flowers, shrubs, wildlife, and geology.



Figure 7. View looking northward across the foothill landscape at the north end of the Williamson Property. (June 4, 2007)

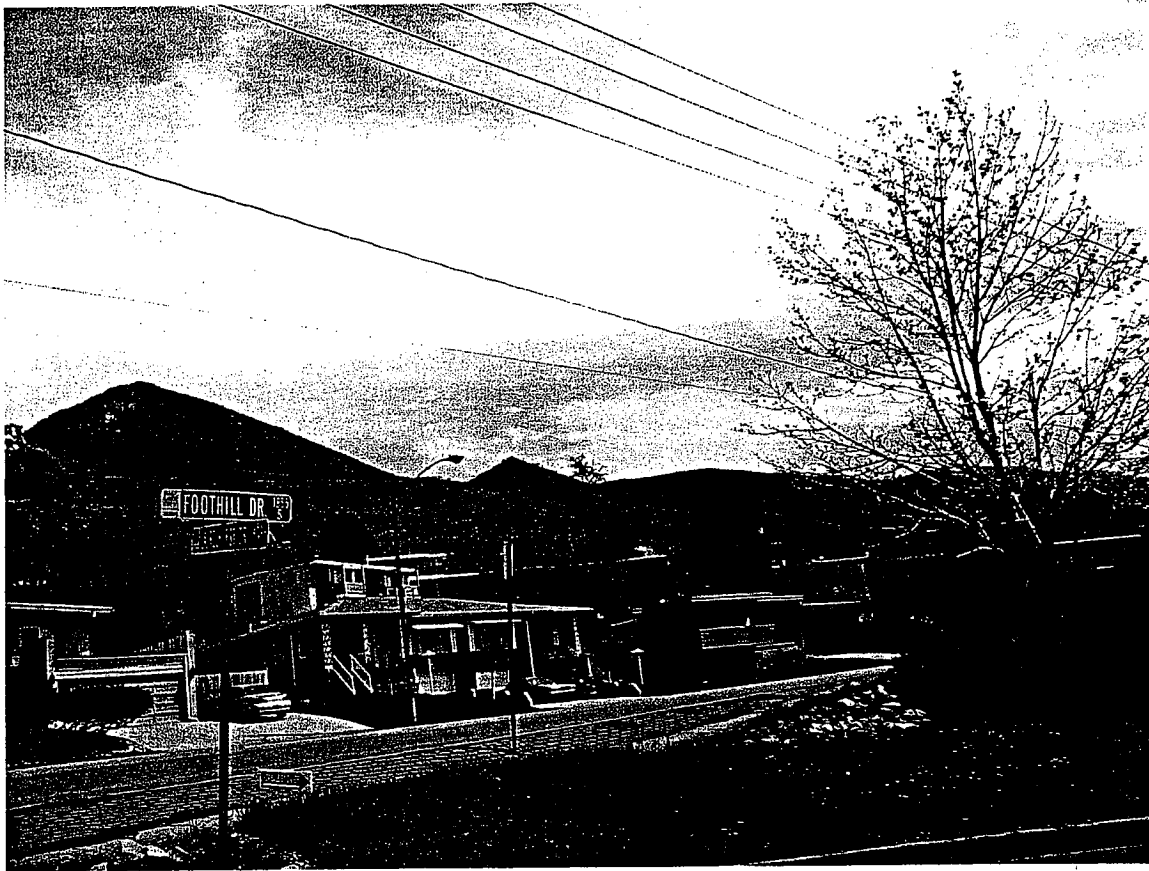


Figure 8. View of the foothills including the Williamson Property from Foothill Dr. looking eastward. The Williamson Property is on the foothill slope to the right (south). (April 4, 2007)

- **Cultural:** Open land such as the Williamson Property is part of the cultural heritage in Utah, and helps to define the quality of life in Utah. The Williamson Property provides culturally valuable opportunities, including possibilities for education and recreation. An easement on the property allows for a trail that may link to the nearby Bonneville Shoreline Trail (for information about the Bonneville Shoreline Trail, see <http://www.bonneville-trail.org/>)
- **Wildlife:** The Williamson Property, as part of contiguous open land around the point of the mountain above the property, is an important habitat component for wildlife, including both permanent residents and transient species, notably including wintering deer and elk (Figure 9). The need for preservation and enhancement of winter range is recognized as an important priority in Utah by the Utah Division of Wildlife Resources (UDWR). For example, the UDWR reports that habitat loss is the major threat to mule deer populations in Utah, and that loss of winter range habitat can be especially devastating (<http://dwrcdc.nr.utah.gov/rsgis2/Search/Display.asp?FINm=odochemi>)



Figure 9. Evidence of mule deer in the area of the Williamson Property. (April 4, 2007)

- **Open Space:** Open space is increasingly threatened in the Salt Lake City area. Open space is recognized to provide economic, social, and environmental advantages (see for example, the website for the Salt Lake County open space trust fund <http://www.openspace.slco.org/html/mission.html>, or information about the value of open land prepared by Santa Barbara County http://www.countyofsb.org/plandev/comp/documents/programs/Newsletters/open_lands_newltr/value_all.pdf). The Williamson property provides open space values, notably including opportunities for exercise on trails in a natural setting. The open space of the Williamson Property also serves to enlarge the boundaries of open space adjacent to it, providing a larger open space.

Conservation Resources

Specific conditions or resources of Perkins Flat contribute to the conservation values of the land. To preserve the conservation values, these resources must be considered, preserved, and in some cases enhanced. Although these resources exist currently as described in the baseline documentation, it should be noted that natural processes of ecological succession and adaptation can be expected to change and magnify

conservation resources and therefore conservation values. It is not desirable that conditions on the property remain static, because current conditions represent remnants of conditions from past uses that were not favorable to the desired conservation values. It is desirable that changes to the land and ecological systems occur in directions that support and increase the conservation values. These changes may occur naturally, as natural components of the system interact, or through carefully planned, approved, and monitored, active, direct intervention. Management options with irrevocable consequences should be particularly carefully scrutinized.

Specific conservation resources contributing to the conservation values include:

- Undeveloped foothill rangeland, providing relatively moderate winter time conditions for animals such as deer and elk that live higher in the mountains during the summer. Foothill rangeland also represents a landscape component familiar to earlier settlers of the Salt Lake City area, but which in many cases has since been covered by housing development.
- Rock outcroppings on the property provide an attractive platform for taking in the views of the Salt Lake Valley as well as providing geologic information (*see Soils and Geology*)



Figure 10. Rock outcropping near the northern end of the Williamson Property (viewed looking north). This outcropping provides an attractive vantage point from which to look out over Salt Lake Valley. (June 4, 2007)

- Buffer. The extent of the Williamson Property provides a natural buffer between urbanized areas, the Bonneville Shoreline Trail, and adjacent mountains. This buffer area will help to reduce physical disturbance to wildlife using the foothill habitat, and to homes downhill from the Bonneville Shoreline Trail (Figure 3).
- Sagebrush/grass communities. Sagebrush/ grass communities are typical of recent ecological communities in the Salt Lake Valley, but have been replaced in many areas by urban and suburban development. Preservation (and restoration) of sagebrush/grass communities on the Williamson Property will benefit Utah wildlife and plants that are part of these communities and will provide educational benefit to residents of the Salt Lake Valley. The Utah Division of Wildlife Resources and Utah Partners in Flight list shrubsteppe communities such as the sagebrush/grass community of the Williamson Property among the top habitats for conservation in Utah (Gorrell *et al.* 2005, Parrish *et al.* 2002).
- Wildlife. As noted above, the Galena Property is important for wildlife, including potentially resident species such as brewer's sparrows (*Spizella breweri*; a shrub steppe habitat obligate species listed among the highest priority for conservation in Utah), and transient species such as wintering mule deer and elk.



Figure 11. Mule deer buck. Mule deer along the Wasatch Front Range require relatively low elevation winter shrub habitat such as that on the Williamson Property and adjacent foothills to sustain them through the winter. (Photo: Montana Fish, Wildlife, and Parks)

- Native plants. Native plants found along the foothills provide beauty, education, and history for people who encounter them as well as forming components of diverse ecosystems adapted to environmental conditions of this area. The Williamson property provides habitat appropriate for a variety of native shrubs, grasses, and flowers (for example, see <http://www.bonneville-trail.org/flora.htm>, and http://www.redbuttegarden.org/content/Natural_Area_Checklist_Feb06.pdf)
- Education. The Williamson Property provides a readily accessible natural area for teaching students of all ages. The property occurs within a few miles of elementary, middle, and high schools, and within a 10 minute drive from the University of Utah and Westminster College.
- Recreation. The Williamson Property includes a trail easement and is near to the popular Bonneville Shoreline trail, allowing exercise and enjoyment of nature (Figure 12).



Figure 12. Existing trail on or near the trail easement across the south end of the property. (looking northward; June 4, 2007).

Ownership

Salt Lake City will own the Williamson Property.

Easements

There are currently two access easements on the Williamson Property (Figures 3 and 4):

- 1) Trail easement on the northeastern portion of the property.
- 2) Parley's highline conduit easement along the western boundary of the property.

Stewardship and Management

Salt Lake County will hold the conservation easement for the Williamson Property, according to current plans, and will be responsible for all stewardship, including

monitoring of the property and enforcement of the conditions of the easement to ensure that the Conservation Values are preserved.

Adjacent Land

The Williamson Property is bounded to the north by open land that is currently under negotiation for conservation as open land. The land to the east is undeveloped land owned by Salt Lake County. To the south, the property is bounded by the Scenic Heights and Scenic Circle subdivisions, and to the west it is bounded by the Indian Rock subdivision (Figures 3- 5).

Historical Context

A complete history of the Williamson Property was not located during this baseline documentation. Observations on the property suggest that the buildings have not recently existed on the property. There is a small pit or hollow on the property where it appears surface material was removed, perhaps for mining or mine exploration (Figures 3 and 13). A rock retaining wall on the western portion of the property preserves a small, relatively flat terrace that may have been developed as part of earlier development or as a road to the pit. The terrace is overgrown and fairly indistinct, and the pit is currently unused. Human use of the property is evident both in the form of several trails, graffiti on rock outcroppings, and as litter. Invasive plants are ubiquitous on the Williamson Property, as they are throughout the foothills of the Wasatch Range, and have probably spread onto the property through a variety of natural vectors in addition to dogs, livestock, and human use, both from adjacent open areas and homes. The property was almost certainly grazed by sheep and/or cattle sometime during the most recent two centuries, but grazing does not currently occur on the property, nor has it within the last 10 years.



Figure 13. Top of the pit where surface material was excavated near the center of the property. (April 4, 2007)

Threats to Conservation Values

Invasive plants pose a severe and extensive threat to the plant and wildlife resources of the Williamson Property as they do throughout the Wasatch Front Range. Invasive plants are already ubiquitous on the property, forming the dominant vegetation type over much of the area (e.g., Figures 14 and 15). Ongoing development of invasive plant communities is expected to further diminish native plant abundance and diversity and remove necessary resources of desirable native wildlife species, including invertebrates that fundamentally support native trophic interactions. To be effective, efforts at invasive plant control must be aggressive and ongoing, and will probably need to be supported by both funding and community assistance.



Figure 14. Donkeytail spurge (blooming yellow) near the center of the property on the western side. It can be seen that in this area donkeytail spurge already dominates the plant community. (April 4, 2007)



Figure 15. Dalmatian toadflax (blooming yellow on relatively tall, shaggy looking green stalks) on the south end of the property, seen looking southeast. Notice purplish cheatgrass throughout the picture, and the pale bluish stalks of scotch thistles. (June 4, 2007)

Ongoing urbanization (Figures 3, 12) poses a threat to the natural qualities of the property. If adjacent lands are developed further, the intensity of human use will increase, as is also likely for the intensity of use by feral or off-leash pets. Development of all the surrounding areas including the higher foothill areas would effectively degrade the wildlife values of the land by blocking migratory paths.

Illegal and anti-social activities pose threats to recreation on the Williamson Property. Currently dangerous or offensive human activities appear to potentially occur at the nearby H-rock. This area is easily accessible from adjacent neighborhoods. Accessibility, while enhancing educational, recreational, cultural, and other open space values, also allows people to more easily engage in antisocial activities on the property. Ongoing and increased law enforcement will be required to ensure the safety of people on the property and to prevent fires. Community help will be valuable for monitoring and enforcement of safety and nuisance laws.

Control of nuisance plants and animals in adjacent urban development poses a threat to plants and animals in the protected natural area. For example, herbicide and pesticide

overspray may degrade plant and animal communities adjacent to subdivision yards. Similarly, poisoning nuisance animals may cause secondary poisoning of predators including raptors that prey on the poisoned animals or their carcasses. It is anticipated that animal pests will be more abundant at homes adjacent to the natural area because of their proximity to good wildlife cover and other resources. Education and enlistment of community support for safe methods of controlling nuisance plants and animals will probably be required.

Increased use by humans and pets poses threats to wildlife and plants in the natural area if this use is not largely confined to well-defined and well-designed trails. It is recognized that recreational value includes the ability to explore off-trail, so off-trail use may be allowed as long as it does not become too disruptive.

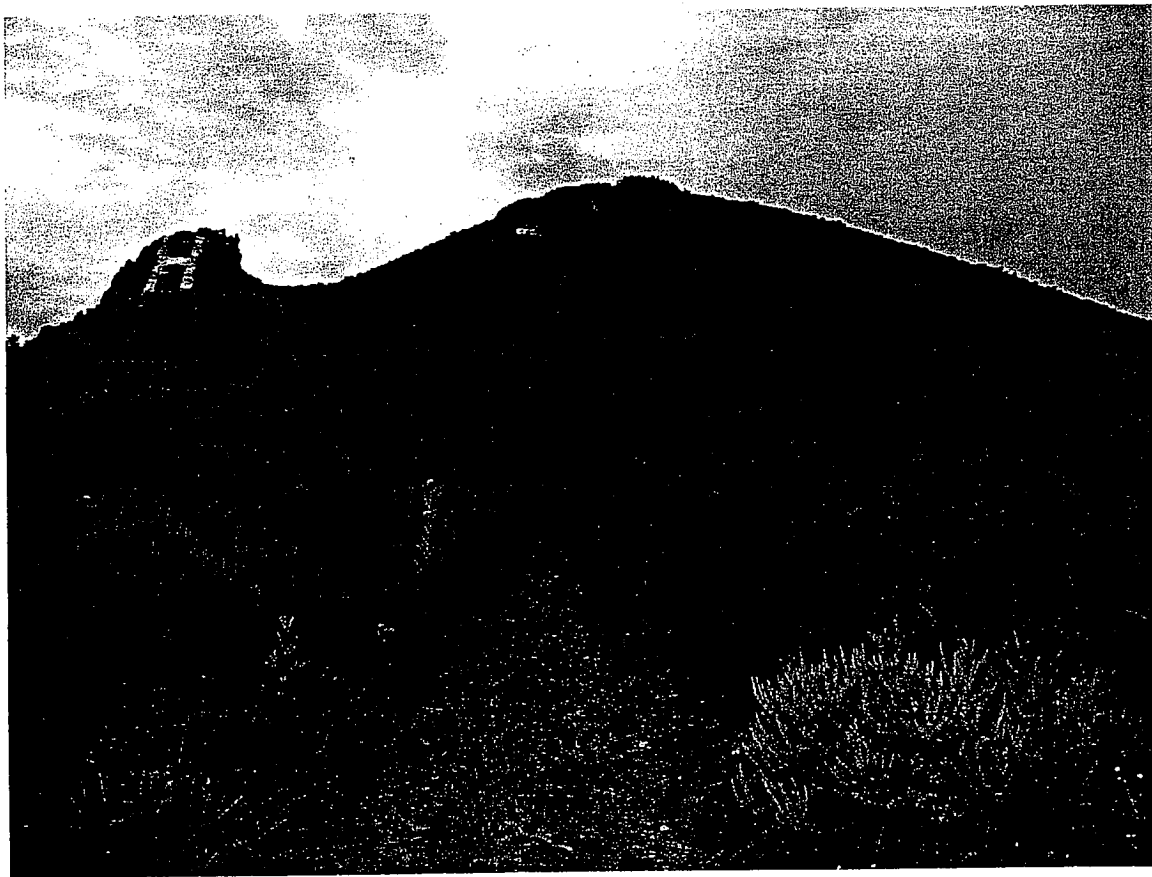


Figure 16. Informal trail running up/down slope near the north end of the property looking eastward. This picture shows adjacent open lands near the south end of the property as well as the H-rock. The Bonneville Shoreline Trail runs across the slope near the line of dark-green vegetation. Notice abundant yellow sweet clover. (June 4, 2007).

Off-leash dogs pose threats to the Conservation Values of the property if off-leash dogs become abundant in the area. Intense use of natural areas by off-leash dogs tends to devegetate areas where they are most active, and their uncontrolled behavior may threaten other wildlife and people. If large numbers of off-leash dog use becomes a

desired activity on the Williamson Property, it should be confined to a fenced area, and the fence should be impassable to dogs (chain link fencing appears currently to be the best option). Signs and ongoing enforcement of leash laws will be required.

Hazardous and Toxic Material

Phase 1 environmental assessment for hazardous and toxic materials on the property will be accomplished by RMEC Environmental Inc.

VEGETATION AND SOILS

Soils and Geology

Soils on the Williamson Property are Stony Terrace Escarpment soils, which are deep, well-drained sandy loam to clay loam soils generally containing 40-70% stones and cobbles (<http://websoilsurvey.nrcs.usda.gov/app/>; USDA 1974). The projecting landform on which the Williamson Property occurs is primarily the Thaynes Limestone Formation, with Bonneville and Alpine Formations downhill

(http://geology.utah.gov/maps/geomap/non_quad/pdf/m-54a.pdf). The Thaynes Formation is gray fossiliferous limestone interbedded with sandstone and shale. The Bonneville and Alpine Formations are shore materials of sand and gravel. There are no known earthquake faults at this site (<http://geology.utah.gov/utahgeo/hazards/eqfault/eqfault.htm>).

Habitat Types and Vegetation

Habitat on the Williamson Property consists of sagebrush/grass habitat, and may be classified as shrubsteppe. This habitat contains abundant big sagebrush (*Artemisia tridentata*), and grasses. Currently cheatgrass (*Bromus tectorum*) is abundant throughout the property, although other grasses are also present. Much of the herbaceous component consists of invasive species such as dalmation toadflax (*Linaria dalmatica*), yellow sweet clover (*Melilotus officinalis*), thistle (*Onopordum acanthium*), and donkeytail spurge (*Euphorbia myrsinites*). A complete survey of plants was not completed during baseline assessment, however, plants encountered incidental to baseline observations were noted, including:

Alfalfa (*Medicago sativa*)
Apricot (*Prunus armeniaca*)
Big sagebrush (*Artemisia tridentata*)
Cheatgrass (*Bromus tectorum*)
Dalmation toadflax (*Linaria dalmatica*)
Donkeytail spurge (*Euphorbia myrsinites*)
American Elm (*Ulmus americana*)
Fragrant sumac (*Rhus aromatica*)

Louisiana sage (*Artemisia ludoviciana*)
Milkvetch (*Astragalus* spp.)
Milkweed (*Asclepias* spp.)
New Mexico locust (*Robinia mexicana*)
Rubber rabbitbrush (*Chrysothamnus nauseosus*)
Russian olive (*Elaeagnus angustifolia*)
Scotch thistle (*Onopordum acanthium*)
Western ragweed (*Ambrosia psilostachya*)
Western salsify (*Tragopogon dubius*)
Yellow sweet clover (*Melilotus officinalis*)

Although native plants on the Williamson Property are mostly dominated by invasive species, monitoring and restoration activities should focus on native species characteristic of sagebrush/grass habitat. Listings of characteristic native foothill plants of the area may be found at the Red Butte Gardens website (http://www.redbuttegarden.org/content/Natural_Area_Checklist_Feb06.pdf), the Bonneville Shoreline Trail website (<http://www.bonneville-trail.org/flora.htm>), the Utah State University Extension website (<http://extension.usu.edu/rangeplants/>), and the Utah Native Plant Society website (<http://www.unps.org/index.html>).

Wildlife

Wildlife on the Williamson Property includes resident species such as spiders and other invertebrates, and small mammals (e.g., we observed cottontail rabbit--*Sylvilagus nuttalli*--and evidence of pocket gophers-- probably *Thomomys bottae*--on the property), reptiles, and birds (e.g., we observed American kestrels-- *Falco sparverius* in open land adjacent to the property) whose home ranges include at least portions of the Williamson Property. Wildlife on the Williamson Property also includes transient animals at different seasons, such as deer, elk, and coyotes (*Canis latrans*). The relatively limited extent of the Williamson Property precludes the permanent presence of many larger animals and many species of birds. However, the property is contiguous with other natural areas and so comprises part of the habitat for animals that move over considerably larger ranges.



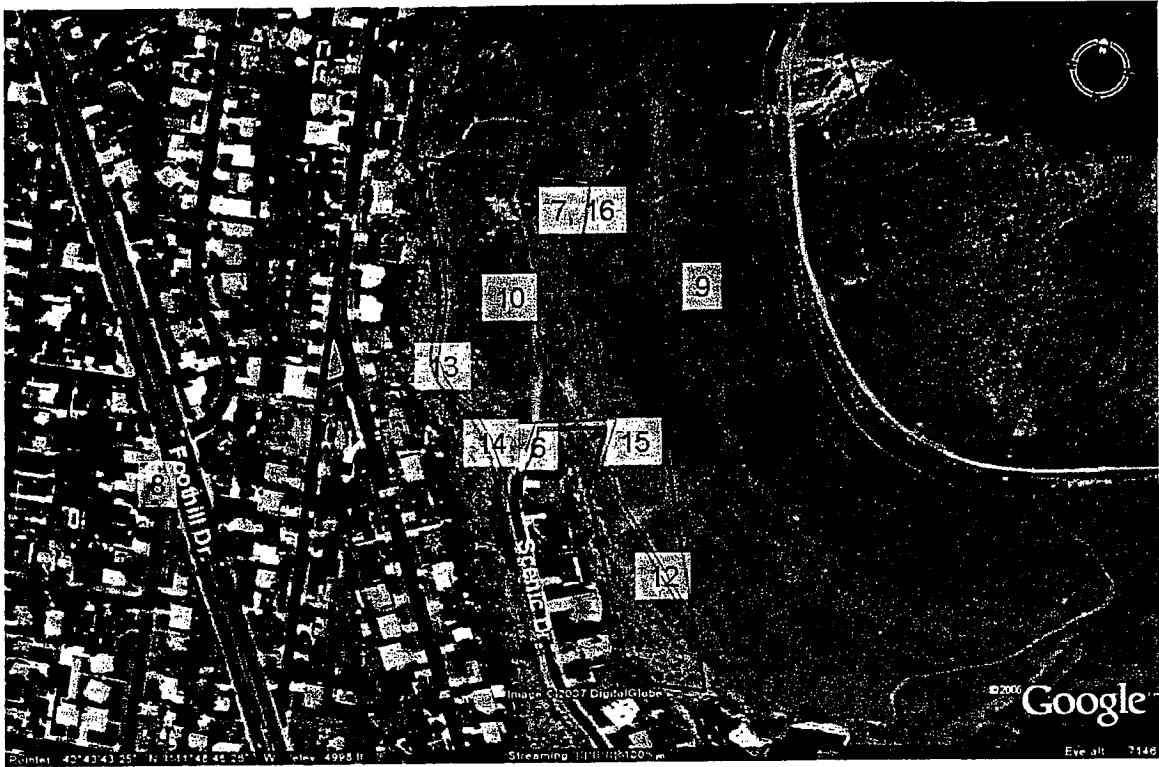
Figure 17. Brewer's sparrow, a shrubsteppe-obligate species rated very high for conservation in Utah. Habitat on the property is suitable for Brewer's sparrows. (Photo by Greg Lesley, U.S.G.S.)

Shrubsteppe habitat similar to that found on the Williamson Property is considered a high-priority habitat for conservation in Utah because of its wildlife value and rapid loss to development (Gorrell *et al.* 2005). Utah Partners in Flight also recognize shrubsteppe habitat as important for conservation because it provides habitat for shrubsteppe-obligate birds and because it is being lost so rapidly throughout the state (Parrish *et al.* 2002).

REFERENCES

- Gorrell, J.V., M.E. Andersen, K.D. Bunnell, M.F. Canning, A.G. Clark, D.E. Dolsen, and F.P. Howe. 2005. Utah comprehensive wildlife strategy effective October 1 2005-2015. Utah Division of Wildlife Resources Publication No. 05-19
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APPENDIX I. PHOTO LOCATOR MAP



Locations of photos used in the Baseline Documentation.

Exhibit D:

Salt Lake City Parks and Recreation Rules and Regulations

Exhibit D
Salt Lake City Parks and Recreation Rules and Regulations

Salt Lake City Code Chapter 15.08

PARK AND PLAYGROUND RULES

15.08.010 Applicability Of Chapter Provisions:

It is unlawful for any person to do or to allow or permit any of the acts prohibited by this chapter in any public park or playground in Salt Lake City or in any place now, or which may hereafter be, set aside or used as a public park or playground under the jurisdiction of the city, whether within or without the city limits.

15.08.020 Hours-Designated:

A. All public parks and playgrounds of the city shall be closed to the public between the hours of eleven o'clock (11:00) P.M. and five o'clock (5:00) A.M. the following morning, with the exception of:

1. Charles Lee Miller park, which shall be closed to the public between the hours of nine o'clock (9:00) P.M. and five o'clock (5:00) A.M. the following morning;
2. Pioneer park, which shall be closed to the public between one-half (1/2) hour after sunset to seven o'clock (7:00) A.M. the following morning;
3. Donner Trail park, which shall be closed to the public between the hours of ten o'clock (10:00) P.M. and five o'clock (5:00) A.M. the following morning; and
4. With the exception of City Creek park, which shall be closed to the public between the hours of eleven o'clock (11:00) P.M. and five o'clock (5:00) A.M. the following morning, all public parks and playgrounds of the city five (5) acres or less in size, whether or not specifically named or described in this title, which shall be closed to the public between the hours of ten o'clock (10:00) P.M. and five o'clock (5:00) A.M. the following morning.

B. The Memorial House in Memory Grove shall be closed to public use at twelve o'clock (12:00) midnight; outdoor activities on the leased south lawn shall be closed at eleven thirty o'clock (11:30) P.M.; and the Memorial House shall be locked and vacant no later than two o'clock (2:00) A.M. Between twelve o'clock (12:00) midnight and two o'clock (2:00) A.M., use of the Memorial House shall be limited to employees cleaning the premises after an activity.

C. No person or persons shall be permitted in said parks or playgrounds, either on foot or on or in any type of vehicle, during such hours unless for the express purpose of

traveling directly through the park or playground on a public street that passes through the park or playground.

15.08.030 Park Hours-Exemption:

Provided, however, that section 15.08.020 of this chapter, or its successor, shall not apply to a person or persons who are in the park in conformity with a function or activity for which a permit has previously been authorized pursuant to the provisions of section 15.08.080 of this chapter, or its successor.

15.08.040 Advertising Material Distribution:

Subject to the provisions of chapters 3.50, 5.65, and 14.38 of this code, or their successors, no person shall distribute any handbill or circulars, or post, place or erect any bills, notices, papers or advertising device or matter of any kind, except such advertising on seats placed on city owned golf courses as may be authorized in writing by Salt Lake City Corporation.

15.08.050 Beer And Alcoholic Beverages:

It is unlawful for any person to consume beer or any alcoholic beverage, or to have in his or her possession any beer or alcoholic beverage within any public park described in chapter 15.04 of this title, or its successor, provided that this provision shall not apply to those parks in which the city has expressly granted a concessionaire operating in the park a license to sell beer. In Memory Grove park, alcohol may be served and consumed only on the leased Memorial House premises, including the south lawn area, subject to provisions of any lease agreement which the city may enter into. Sacramental wines may be consumed in conjunction with permitted activities such as weddings in the chapel in the Memorial Grove park or as otherwise specified in an agreement with the city for management of the Memorial House operations.

15.08.060 Business Activities:

Subject to the provisions of chapters 3.50, 5.65, and 14.38 of this code, or their successors, no person shall practice, carry on or conduct or solicit any trade, occupation, business or profession, without written permission of the mayor.

15.08.070 Interference With Animals Or Fowl:

A. Unlawful Acts: No person shall annoy, injure, release from confinement, or in any manner interfere with any swan, duck, goose, bird or animal, on the property of the city.

B. Unleashed Dogs:

1. With the exception set forth in subsection B2 of this section, no person shall suffer or permit any dog to enter or remain in a public park or playground, unless it be led by a leash of suitable strength, not more than six feet (6') in length.

2. Dogs shall be permitted to run off leash only in areas of parks and public spaces specifically authorized by city ordinance, specifically designated by the director of public services as "off leash areas", and clearly identified by signage as such. Said areas shall be as follows: a) designated areas of Memory Grove park known as the Freedom Trail section, b) the municipal ballpark, also known as Herman Franks park, except for the fenced youth baseball diamonds and playground area, c) designated areas of Jordan park, d) designated areas of Lindsey Gardens, and e) experimental areas referred to in subsection 8.04.390B of this code, or its successor. While in such areas dogs shall at all times remain under control of the dog's owner or custodian. "Under control" means that a dog will respond on command to its owner or custodian.

C. Animals To Be Controlled: No person shall ride or drive any horse or animal not well broken and under perfect control of the driver.

D. Livestock And Animals: No person shall lead or let loose any cattle, horse, mule, goat, sheep, swine, dogs or fowl of any kind.

E. Tethering Animals: No person shall hitch or fasten any horse or other animal to any tree or any other place or structure not especially designated and provided for such purpose.

15.08.080 Camping:

A. No person shall camp, lodge, or pitch a tent, fly, lean-to, tarpaulin or any other type of camping equipment in any park or playground except:

1. In cases of local emergency as declared by the mayor of the city.

2. Youth groups the majority of whose members' ages are at least eight (8) years of age, but no more than seventeen (17) years of age, under the following conditions:

a. The youth are accompanied by adult leaders in the ratio of two (2) adults for every ten (10) youth at all times while the youth are camping in a city park.

b. The youth group provides adequate police and fire security to ensure the safety of the campers and garbage removal and cleanup. The sponsor shall submit a plan along with an application for a special events permit to the city which shall be reviewed and approved by the public services department director, the fire and police chiefs, or their designees, who will forward a recommendation to the mayor as to whether or not the request for camping should be granted. Application for the special events permit shall be made directly to the special events coordinator who shall forward all accompanying information to the appropriate departments.

c. The youth group files a bond in the amount of ten thousand dollars (\$10,000.00) to compensate the city for any damage to the park caused by the youth group during their camping activities.

d. The youth group files a certificate of insurance in the aggregate amount of one million dollars (\$1,000,000.00), which names the city as an additional insured.

e. No camping is allowed in any one park for more than forty eight (48) continuous hours in any thirty (30) day period.

f. The youth group shall comply with all ordinances and park regulations relating to city parks.

g. No more than sixty (60) people shall be allowed to camp at one time.

B. The public services department director shall issue rules and regulations for the use of parks and parking lot areas for camping and parking of vehicles. Said rules shall specify in which parks camping will be allowed, whereon the location camping may be allowed and restrict activities of campers with regard to noise, fires, attaching structures to the ground, and specifying qualifications for security personnel.

C. It is unlawful for any person, unauthorized or authorized, to fail to remove any camping equipment from any city park or playground for more than five (5) minutes after being requested to do so by any city official or police officer.

15.08.090 Fire Making:

No person shall make or kindle a fire for any purpose.

15.08.100 Fireworks, Firearms And Explosives:

No person shall carry or discharge any firearms, firecrackers, rockets, torpedoes, powder, or any other fireworks or explosives.

15.08.110 Gambling:

No person shall play or bet at or against any game which is played, conducted, dealt or carried on with cards, dice, slot machine, wheels or other device, for money, chips, credit, cigars, candy, merchandise or any other thing representative of value, or to maintain or exhibit any cards, dice, table, wheel, machine or other instrument or device for betting, gambling or gaming.

15.08.120 Hunting And Fishing:

No person shall hunt or fish at any park or public grounds.

15.08.130 Littering:

No person shall throw or deposit any bottles, tin or tin cans, broken glass, nails, tacks, crockery, wire, paper, clothes, scrap or sheet iron, boxes, boards, lumber or stone, or any rubbish or garbage.

15.08.140 Play Area Restrictions:

No person shall play or engage in any game, excepting at such place as shall be specially set apart for that purpose.

15.08.150 Injuring Or Destroying Property:

A. Trees, Shrubs, Buildings: No person shall cut, break, injure, deface or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench or other structure, apparatus or property; or pluck, pull up, cut, take or remove any shrub, bush, plant, flower; or mark, or write upon any building, monument, fence, bench or other structure.

B. Removal Or Destruction Of Property: No person shall cut, remove, injure or destroy any wood, turf, grass, soil, rock, sand or gravel.

15.08.160 Restroom Facility Use Restrictions:

No person over eight (8) years of age shall enter or use any water closet designated for members of another sex in a public park or playground.

15.08.170 Selling Merchandise:

Subject to the provisions of chapters 3.50, 5.65, and 14.38 of this code, or their successor chapters, no person shall sell or offer for sale any merchandise, article or thing whatsoever, without the written consent of the mayor within any park or playground, or within a distance of sixty feet (60') of any boundary line of any public park or playground.

15.08.180 Swimming And Wading:

No person shall swim, bathe or wade in the waters of any fountain, pond, lake or stream not set aside for the purpose of swimming, bathing or wading, or pollute the waters of any fountain, pond, lake or stream.

15.08.190 Unauthorized Assembly:

No person shall conduct, carry on or participate in any commercially related special event or free expression activity in any city park except pursuant to the provisions of chapter 3.50 of this code.

15.08.200 Vehicle Restrictions:

A. Use Of Roads Or Drives: No person shall ride or drive any horse or other animals, or propel any vehicle, cycle or automobile elsewhere than on the roads or drives provided for such purposes, and never on the footpaths.

B. Excessive Speed: No person shall ride or drive any animal or vehicle at a rate of speed exceeding that indicated on traffic signs erected on any parkway within any public park.

C. Business Vehicles: No person shall drive or have any dray, truck, wagon, cart, perambulator, motor vehicle or other traffic vehicle, carrying or regularly used or employed in carrying gifts, merchandise, lumber, machinery, oil, manure, dirt, sand or soil, or any article of trade or commerce, or any offensive article or material whatsoever upon any road or drive, except such as may be specially provided or designated for such use.