


COUNCIL TRANSMITTAL



David Everitt, Chief of Staff

Date Received: 8/12/2008 


Date Sent to Council: 8/12/2008

TO: Jill Remington-Love
City Council Chair

DATE: August 12, 2008

FROM: Rick Graham, Director
Public Services Department

John Spencer
Real Property Manager

SUBJECT: Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County that allows the City to convey the City owned Constitution Park that surrounds the County owned and operated Northwest Multicultural Center, to the County subject to a permanent ingress and egress easement that allows the City to access its Jordan River trail. 

DOCUMENT TYPE: Interlocal Cooperation Agreement and Resolution.

RECOMMENDATION: Approve by Resolution the execution of the Interlocal Cooperation Agreement.

BUDGET IMPACT: No extra funding required. Some expense savings will be realized in the Parks Maintenance Division since all future maintenance for this site, except the Jordan River Trail Corridor will be the responsibility of Salt Lake County.

BACKGROUND and DISCUSSION: Constitution Park is an 18.0 acre park that is located at 1300 West 300 North. Located on site is the County owned and operated Northwest Multicultural Center and a section of the Jordan River trailway. In 1994 the County conveyed the property surrounding the Center to the City. Since that date the City has maintained the property as a City park, and when required, made Capital Improvements to it. A condition of the original land conveyance was that if the County ever chose to expand the Center, the City would, at no fee, reconvey the land back to the County.

The County has now decided to expand the Center, to modernize it, bring the building up to proper standards and to add useable space to meet the recreation, cultural and social needs of the Rose Park Community. The existing Center will stand in its place and a new building will be added to the site. Funding for the expansion will come from County ZAP funds.

The City supported the expansion of the Center by previously funding, through CDBG funds, the design study and building master plan.

A City developed and maintained Jordan River Trail also runs through the park site. The City chose not to convey the trail to the County since it would be confusing and awkward for the County to manage a very small section of trail while the City managed the rest of the corridor. The property conveyance is subject to a permanent ingress and egress easement that allows the City to access the trail. The trail corridor along with a 10' portion of land from the edge of the paved trail will remain under City ownership and control.

PUBLIC PROCESS: This issue went to the Planning Commission and a public hearing was held on July 30, 2008.

RESOLUTION NO. _____ OF 2008

AUTHORIZING THE APPROVAL OF AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN SALT LAKE COUNTY AND SALT LAKE CITY CORPORATION RELATING
TO THE CONVEYANCE OF PROPERTY BY SPECIAL WARRANTY DEED

WHEREAS, in 1994, Salt Lake County (the "County") conveyed property surrounding the County's Northwest Multicultural Center (the "Center") to the City; and

WHEREAS, as part of the conveyance the City agreed to reconvey to the County, at no fee, the land surrounding the Center at such time as the County and the City agreed to expand the facility; and

WHEREAS, the County plans to expand and improve the Center and has requested that the City deed to it a parcel of land (the "Property") surrounding the Center for construction of an additional building and improvements for the benefit of the County, the City and the public; and

WHEREAS, the City has agreed to convey the Property for no fee, in exchange for an permanent ingress and egress easement across the Property to access the Jordan River Parkway; and

WHEREAS, the City and County have agreed to enter into an interlocal agreement to effectuate the proposed transaction.

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 attached Interlocal Cooperation Agreement.
2. Ralph Becker, Mayor of Salt Lake City, Utah, is hereby authorized to approve, execute, and deliver the Agreement on behalf of Salt Lake City Corporation.

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

_____, 2008.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:



SENIOR CITY ATTORNEY

HB_ATT#3696-v1-Resolution_re_interlocal_agreement_and_grant_receipt_Million_Trees.DOC

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION EASEMENT AGREEMENT (this "Agreement") is made effective ____ day of _____, 2008, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "County"), and **SALT LAKE CITY**, 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. On or about November 7, 1994 County deeded property surrounding the County's Northwest Multi-Purpose Center to City. As part of this conveyance, City agreed to re-convey to County, at no fee, the land surrounding the facility if County and City agreed to expand the facility.

E. The County owns the property directly under the current Northwest Multi-Purpose Center and has requested City deed property more particularly described in Exhibit "A", attached (the "Property"), for expansion and improvements to the Northwest Multi-Purpose Center for the benefit of the County, City and the Public.

F. The County desires to develop an additional building and improvements on the Property and the Adjoining Property for the mutual benefit of County, City and the public.

G. The City desires to formally transfer and convey to the County, subject to a permanent ingress and egress easement, to access its trail along the Jordan River more particularly described in exhibit "B", attached (the "Easement"), and the County desires to formally take and receive from the City, the Property for the purposes and on the terms and conditions set forth in this Agreement.

H. The City's transfer of the Property 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 Property, subject to its reservation of the ingress, egress easement with the legal description contained in the in Exhibit "B"

ARTICLE 2 CONSIDERATION

Section 2. 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, City will grant County the Property outlined herein. No other consideration shall pass between County and City unless stated herein.

ARTICLE 3 ADDITIONAL PROVISIONS

Section 3. **No Interference.** The City shall not unreasonably obstruct or interfere with the free and unimpeded use of the Property by the County.

Section 3.1. **Duration.** The Property granted 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 the essence of 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, postage prepaid and certified and addressed to the parties at their respective addresses set forth above.

(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 designee and the City's designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.

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

(n) Manner of Acquiring, Holding or Disposing of Property. The real property 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) This Agreement shall be submitted to the authorized attorneys for the County and City for approval in accordance with Utah Code Ann. § 11-13-202.5.

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

SALT LAKE COUNTY

By: _____
Mayor or Designee

STATE OF UTAH)
 ss.
County of Salt Lake)

On this _____ day of _____, 2008 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 instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

Notary Public
Residing in Salt Lake County

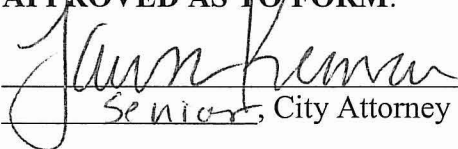
SALT LAKE CITY

By: _____
Ralph Becker, Mayor

ATTEST:

_____, City Recorder

APPROVED AS TO FORM:



Senior, City Attorney

Exhibit "A"

**A description for the transfer of that portion of Constitution Park
10' northeasterly from the edge of an existing paved trail**

A parcel of land being part of an entire tract located in the Northeast and Southeast Quarters of Section 34, and the Northwest and Southwest Quarters of Section 35, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said entire tract is described in that Special Warranty Deed recorded in Book 7083, Pages 0759 through 0783, Salt Lake County Recorder's Office. The boundary of said parcel of land is described as follows:

Beginning at a point in the easterly boundary line of said entire tract which is N 89°58'38" E 156.94 feet and N 00°0'55" W 1443.61 feet from the Southeast Corner of Lot 1, Block 1, Jordan Plat "A", said point of beginning also being S 73°20'10" W 226.80 feet from the monument in the intersection of 1200 West St. and 300 North St. (Basis of bearing is the monument line between the monuments in the intersections of 1100 West St. and 1200 West St. on 300 North St. (S 89°59'11" W 792.58 feet)); thence along the northwesterly boundary line of that parcel which is preceded by the term "Also less a parcel of land as described." in said Book 7083, Page 0761 the following three courses: 1) S 89°58'57" W 22.62 feet (Deed S 89°59'11" W 22.61 feet); 2) S 34°17'38" W 570.70 feet; 3) S 49°07'31" W 83.91 feet (Deed 112.91 feet) to a point 10 feet northeasterly from the northeasterly edge of an existing paved trail; thence northwesterly along a line 10 foot northeasterly and parallel to said edge of trail the following two courses: 1) N 49°28'49" W 812.65 feet to the point of tangency with a 629.00-foot radius curve to the left; 2) northwesterly 226.16 feet along the arc of said curve having a central angle of 20°36'03" and a chord bearing of N 59°46'51" W to a point in the northwesterly boundary line of said entire tract; thence along the boundary line of said entire tract the following eleven courses: 1) N 34°17'00" E 161.53 feet (Deed 178.35 feet); 2) N 50°00'00" E 195.0 feet; 3) N 67°30'00" E 185.0 feet; 4) N 72°00'00" E 132.0 feet; 5) N 78°30'00" E 69.53 feet (Deed 70.0 feet); 6) N 00°0'55" W 51.14 feet (Deed 51.05 feet); 7) N 89°59'05" E 151.0 feet; 8) S 66°04'06" E 145.58 feet; 9) S 41°50'00" E 305.94 feet; 10) S 31°00'00" E 207.89 feet, more or less, to a point on a 375 foot radius, non-tangent curve to the right, with a central angle of 132°1'48", and a bearing to the radius point of S 70°19'21" W; 11) southeasterly 87.46 feet (Deed 447.25 feet) along the arc of said curve to the point of beginning.

Less a parcel of land as described in said Book 7083, Page 0761 and preceded by the word "Continued.":

Beginning at a point N 89°58'38" E 175.96 feet, and N 00°0'03" E 1482.26 feet (Deed N 00°15'49" E) and S 89°49'20" W 25.75 feet from the Southeast Corner of Lot 1, Block 1, Jordan Plat "A", said point of beginning also being S 83°15'04" W 225.16 feet from the monument in the intersection of 1200 West St. and 300 North St. (Basis of bearing is the line between the monuments in the intersections of 1100 West St. and 1200 West St. on 300 North St. (S 89°59'11" W 792.58 feet)); thence along the boundary line of said parcel the following thirty courses: 1) S 89°49'20" W 145.06 feet; 2) S 42°03'08" W 38.34 feet; 3) S 22°5'07" W 16.00 feet; 4) S 44°56'03" E 31.96 feet; 5) S 44°50'35" W 241.92 feet; 6) N 45°17'39" W 128.37 feet; 7) S 44°59'55" W 60.05 feet; 8) N 44°29'07" W 142.01 feet; 9) S 88°20'44" W 9.77 feet; 10) N 1°31'29" W 60.70 feet; 11) S 89°05'21" W 28.31 feet; 12) N 47°34'30" W 79.47 feet; 13) N 44°52'57" E 88.30 feet; 14) S 89°55'36" E 23.48 feet; 15) N 0°30'10" E 42.96 feet; 16) S 89°48'28" E 49.17 feet; 17) N 44°41'52" E 35.12 feet; 18) S 45°13'46" E 40.11 feet; 19) N 44°55'24" E 83.39 feet; 20) N 45°45'02" W 22.35 feet; 21) N 44°59'37" E 135.76 feet; 22) S 44°59'46" E 247.13 feet; 23) S 44°54'55" W 31.59 feet; 24) S 00°4'24" E 15.62 feet; 25) S 44°50'46" E 47.10 feet; 26) S 63°06'59" E 9.17 feet; 27) N 89°43'05" E 76.20 feet; 28) N 54°33'13" E 26.18 feet; 29) S 43°18'20" E 31.53 feet (Deed 31.48 feet) to a point in a 375 foot radius, non-tangent curve to the right, with a central angle of 60°7'48", and a bearing to the radius point of S 71°34'49" W (Deed S 71°33'03" W); 30) southeasterly 40.12 feet (Deed 40.16 feet) along the arc of said curve to the point of beginning.

The above described parcel of land contains 572,381 square feet in area, or 13.1401 acres, more or less. (Gross area 730,451 sq. ft. minus "less parcel" 158,070 sq. ft.)

Exhibit "B"

Description for a permanent ingress and egress easement

A permanent easement being part of an entire tract located in the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said entire tract is described in that Warranty Deed recorded in Book 7083, Pages 759 through 783, Salt Lake County Recorder's Office. The boundary of said permanent easement is described as follows:

Beginning at a point in the northeasterly boundary line of said entire tract which is N 89°58'38" E 147.66 feet and N 0°00'55" W 1494.78 feet from the Southeast Corner of Lot 1, Block 1, Jordan Plat "A", said point of beginning also being S 86°29'45" W 226.99 feet from the monument in the intersection of 1200 West St. and 300 North St. (Basis of bearing is the monument line between the monuments in the intersections of 1100 West St. and 1200 West St. on 300 North St. (S 89°59'11" W 792.58 feet)); thence S 89°47'43" W 122.55 feet to the point of tangency with a 55.00-foot radius curve to the left; thence southwesterly 87.32 feet along the arc of said curve having a central angle of 90°58'06" and a chord bearing of S 44°18'40" W to a point of reverse curvature with a 75.00-foot radius curve to the right; thence southwesterly 59.97 feet along the arc of said curve having a central angle of 45°48'57" and a chord bearing of S 21°44'06" W; thence S 44°38'34" W 286.76 feet to the point of tangency with a 70.00-foot radius curve to the right; thence southwesterly 88.96 feet along the arc of said curve having a central angle of 72°48'40" and a chord bearing of S 81°02'54" W to a point of reverse curvature with a 50.00-foot radius curve to the left; thence southwesterly 63.54 feet along the arc of said curve having a central angle of 72°48'40" and a chord bearing of S 81°02'54" W; thence S 44°38'34" W 68.81 feet; thence S 9°41'47" W 24.97 feet to a point 10.00 feet perpendicularly distant northeasterly from an existing paved trail; thence N 49°28'49" W 48.73 feet along a line parallel to said trail; thence N 75°27'58" E 27.91 feet; thence N 44°38'34" E 68.81 feet to the point of tangency with a 70.00-foot radius curve to the right; thence northeasterly 88.96 feet along the arc of said curve having a central angle of 72°48'40" and a chord bearing of N 81°02'54" E to a point of reverse curvature with a 50.00-foot radius curve to the left; thence northeasterly 63.54 feet along the arc of said curve having a central angle of 72°48'40" and a chord bearing of N 81°02'54" E; thence N 44°38'34" E 286.76 feet to the point of tangency with a 55.00-foot radius curve to the left; thence northeasterly 43.98 feet along the arc of said curve having a central angle of 45°48'57" and chord bearing of N 21°44'06" E to a point of reverse curvature with a 75.00-foot radius curve to the right; thence northeasterly 119.08 feet along the arc of said curve having a central angle of 90°58'06" and a chord bearing of N 44°18'40" E; thence N 89°47'43" E 116.95 feet to a point in said northeasterly boundary line of said entire tract, and a point of non-tangency with a 375.00-foot radius curve to the right; thence southeasterly 20.77 feet along said northeasterly boundary line of said entire tract and arc of said curve having a central angle of 3°10'24" and a chord bearing of S 15°51'27" E to the point of beginning.

The above described permanent easement contains 16,424 square feet in area, or 0.3770 acres, more or less.

**SALT LAKE CITY CORPORATION
NOTIFICATION OF PROPOSED REAL PROPERTY CONVEYANCE**

The following real property or legal interest therein, is hereby proposed to be sold, traded, leased or otherwise conveyed or encumbered by Salt Lake City Corporation.

1. DESCRIPTION OF REQUEST:

Deed for a 15.88 (approximate) acre parcel of land.

2. LOCATION OF REQUEST:

The surrounding the green landscaped peripheral area of the Northwest Multi-purpose Center aka Constitution Park

3. COMPANY OR INDIVIDUAL MAKING REQUEST:

Salt Lake County

4. COMPENSATION TENDERED:

None -

5. BASIS OF VALUE OR CONSIDERATION:

Competitive Bid _____ Fee Appraisal _____ Other XX

6. DESCRIPTION OF POTENTIAL IMPACT:

Title to the referenced parcel was conveyed to the City as part of a larger land trade with the County in the middle `1990's. The deed for the property had a reversion clause. It states that if at some future point in time the County desired to expand the Northwest Multi-Purpose Center, the City would deed without consideration any portion of the property needed for future expansion. The reverter clause also states if the City discontinues maintenance of the park, the remainder parcel would transfer back to County ownership. The City's Parks Director reviewed the request and made the determination that because of lack of control over recreational programming, ongoing maintenance expenses and anticipated replacement of an aging sprinkler system, it made more sense for the City to retain in fee the parkway trail portion along with an associated easement accessing it. This transfer will be accomplished through an Inter-local Agreement with the County.

7. LONG TERM IMPACT OF CONVEYANCE (is compensation adequate?):

The community will realize the benefit of having an expanded recreational facility in the Rose Park area. The City retains the benefit of fee title to that portion used for the Jordan Parkway Trail.

8. PROS AND CONS OF CONVEYANCE:

Currently the County controls all recreational programming for the park. The City incurs all maintenance expenses associated with the landscaping including mowing and sprinkler systems.

9. TERM OF AGREEMENT:

N/A

10. CONVEYANCE SUBJECT TO ANY OTHER CITY ORDINANCES:

No

11. POTENTIAL OPPOSITION:

None are known at this time.

12. WORK STARTED IN RELATION TO THIS REQUEST:

None

13. CITY DEPARTMENT/PERSON REQUESTING CONVEYANCE:

Property Management,
Public Services,

John P. Spencer
Rick Graham

Any interested person or persons may appear and comment upon the above proposals if a call for hearing by a council member is made within fifteen (15) days from the date this notice is posted. If a call for hearing is made, such a hearing shall take place at the time and place to be decided by the City Council relevant to the Inter-local Agreement, at 451 South State, Room 315, City and County Building, Salt Lake City, Utah.

Date: August 5, 2008

John P. Spencer
John P. Spencer,
Property Manager

Date delivered to
Recorder's Office: 8/5/08

City Recorder
451 South State, Fourth Floor
535-7671

Received by: Christine Meeker

Date delivered to
City Council: Sym.H

Salt Lake City Council
451 South State, Third Floor
535-7600

Received by: 8.5.08

Date Delivered to
Mayor's Office: Wen Walters

Mayor's Office
451 South State, Third Floor
535-7704

Received by: 8/5/8

Delivered by: John P. Spencer



After Recording Return to:
Salt Lake County Real Estate
2001 South State Street, N4500
Salt Lake City, Utah 84190-4500

SPECIAL WARRANTY DEED

SALT LAKE CITY CORPORATION, a Utah municipal corporation, 451 South State Street, Rm. 225, PO Box 145460, Salt Lake City, Utah 84111, "GRANTOR", hereby specially warrants and conveys against acts of itself and none other, or against all claiming by, through or under it, to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, "GRANTEE", for the sum of TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration, the City's right, title and interest in and to a parcel of land described below, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof:

Exhibit "A" attached

Grantor reserves unto itself and the public a perpetual easement for ingress and egress to the Jordan River Parkway as described in Exhibit "B" attached hereto and by this reference made a part hereof.

Dated _____

SALT LAKE CITY CORPORATION

Mayor

ATTEST & COUNTERSIGN:

APPROVED AS TO FORM
Senior City Attorney

BY _____

dated _____

CHIEF DEPUTY CITY RECORDER

[Signature]
dated 6/20/08

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

The foregoing Special Warranty Deed was acknowledged before me this day of _____, by RALPH BECKER, in his capacity as MAYOR of SALT LAKE CITY CORPORATION, a Utah municipal corporation.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

The Special Warranty Deed was acknowledged before me this day of _____, by _____, in her capacity as CHIEF DEPUTY CITY RECORDER of SALT LAKE CITY CORPORATION, a Utah municipal corporation.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

Exhibit "A"

**A description for the transfer of that portion of Constitution Park
10' northeasterly from the edge of an existing paved trail**

A parcel of land being part of an entire tract located in the Northeast and Southeast Quarters of Section 34, and the Northwest and Southwest Quarters of Section 35, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said entire tract is described in that Special Warranty Deed recorded in Book 7083, Pages 0759 through 0783, Salt Lake County Recorder's Office. The boundary of said parcel of land is described as follows:

Beginning at a point in the easterly boundary line of said entire tract which is N 89°58'38" E 156.94 feet and N 0°00'55" W 1443.61 feet from the Southeast Corner of Lot 1, Block 1, Jordan Plat "A", said point of beginning also being S 73°20'10" W 226.80 feet from the monument in the intersection of 1200 West St. and 300 North St. (Basis of bearing is the monument line between the monuments in the intersections of 1100 West St. and 1200 West St. on 300 North St. (S 89°59'11" W 792.58 feet)); thence along the northwesterly boundary line of that parcel which is preceded by the term "Also less a parcel of land as described:" in said Book 7083, Page 0761 the following three courses: 1) S 89°58'57" W 22.62 feet (Deed S 89°59'11" W 22.61 feet); 2) S 34°17'38" W 570.70 feet; 3) S 49°07'31" W 83.91 feet (Deed 112.91 feet) to a point 10 feet northeasterly from the northeasterly edge of an existing paved trail; thence northwesterly along a line 10 foot northeasterly and parallel to said edge of trail the following two courses: 1) N 49°28'49" W 812.65 feet to the point of tangency with a 629.00-foot radius curve to the left; 2) northwesterly 226.16 feet along the arc of said curve having a central angle of 20°36'03" and a chord bearing of N 59°46'51" W to a point in the northwesterly boundary line of said entire tract; thence along the boundary line of said entire tract the following eleven courses: 1) N 34°17'00" E 161.53 feet (Deed 178.35 feet); 2) N 50°00'00" E 195.0 feet; 3) N 67°30'00" E 185.0 feet; 4) N 72°00'00" E 132.0 feet; 5) N 78°30'00" E 69.53 feet (Deed 70.0 feet); 6) N 0°00'55" W 51.14 feet (Deed 51.05 feet); 7) N 89°59'05" E 151.0 feet; 8) S 66°04'06" E 145.58 feet; 9) S 41°50'00" E 305.94 feet; 10) S 31°00'00" E 207.89 feet, more or less, to a point on a 375 foot radius, non-tangent curve to the right, with a central angle of 13°21'48", and a bearing to the radius point of S 70°19'21" W; 11) southeasterly 87.46 feet (Deed 447.25 feet) along the arc of said curve to the point of beginning.

Less a parcel of land as described in said Book 7083, Page 0761 and preceded by the word "Continued:"

Beginning at a point N 89°58'38" E 175.96 feet, and N 0°00'03" E 1482.26 feet (Deed N 00°15'49" E) and S 89°49'20" W 25.75 feet from the Southeast Corner of Lot 1, Block 1, Jordan Plat "A", said point of beginning also being S 83°15'04" W 225.16 feet from the monument in the intersection of 1200 West St. and 300 North St. (Basis of bearing is the line between the monuments in the intersections of 1100 West St. and 1200 West St. on 300 North St. (S 89°59'11" W 792.58 feet)); thence along the boundary line of said parcel the following thirty courses: 1) S 89°49'20" W 145.06 feet; 2) S 42°03'08" W 38.34 feet; 3) S 2°25'07" W 16.00 feet; 4) S 44°56'03" E 31.96 feet; 5) S 44°50'35" W 241.92 feet; 6) N 45°17'39" W 128.37 feet; 7) S 44°59'55" W 60.05 feet; 8) N 44°29'07" W 142.01 feet; 9) S 88°20'44" W 9.77 feet; 10) N 1°31'29" W 60.70 feet; 11) S 89°05'21" W 28.31 feet; 12) N 47°34'30" W 79.47 feet; 13) N 44°52'57" E 88.30 feet; 14) S 89°55'36" E 23.48 feet; 15) N 0°30'10" E 42.96 feet; 16) S 89°48'28" E 49.17 feet; 17) N 44°41'52" E 35.12 feet; 18) S 45°13'46" E 40.11 feet; 19) N 44°55'24" E 83.39 feet; 20) N 45°45'02" W 22.35 feet; 21) N 44°59'37" E 135.76 feet; 22) S 44°59'46" E 247.13 feet; 23) S 44°54'55" W 31.59 feet; 24) S 0°04'24" E 15.62 feet; 25) S 44°50'46" E 47.10 feet; 26) S 63°06'59" E 9.17 feet; 27) N 89°43'05" E 76.20 feet; 28) N 54°33'13" E 26.18 feet; 29) S 43°18'20" E 31.53 feet (Deed 31.48 feet) to a point in a 375 foot radius, non-tangent curve to the right, with a central angle of 6°07'48", and a bearing to the radius point of S 71°34'49" W (Deed S 71°33'03" W); 30) southeasterly 40.12 feet (Deed 40.16 feet) along the arc of said curve to the point of beginning.

The above described parcel of land contains 572,381 square feet in area, or 13.1401 acres, more or less. (Gross area 730,451 sq. ft. minus "less parcel" 158,070 sq. ft.)

Exhibit "B"

Description for a permanent ingress and egress easement

A permanent easement being part of an entire tract located in the Southwest Quarter of Section 35, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said entire tract is described in that Warranty Deed recorded in Book 7083, Pages 759 through 783, Salt Lake County Recorder's Office. The boundary of said permanent easement is described as follows:

Beginning at a point in the northeasterly boundary line of said entire tract which is N 89°58'38" E 147.66 feet and N 0°00'55" W 1494.78 feet from the Southeast Corner of Lot 1, Block 1, Jordan Plat "A", said point of beginning also being S 86°29'45" W 226.99 feet from the monument in the intersection of 1200 West St. and 300 North St. (Basis of bearing is the monument line between the monuments in the intersections of 1100 West St. and 1200 West St. on 300 North St. (S 89°59'11" W 792.58 feet)); thence S 89°47'43" W 122.55 feet to the point of tangency with a 55.00-foot radius curve to the left; thence southwesterly 87.32 feet along the arc of said curve having a central angle of 90°58'06" and a chord bearing of S 44°18'40" W to a point of reverse curvature with a 75.00-foot radius curve to the right; thence southwesterly 59.97 feet along the arc of said curve having a central angle of 45°48'57" and a chord bearing of S 21°44'06" W; thence S 44°38'34" W 286.76 feet to the point of tangency with a 70.00-foot radius curve to the right; thence southwesterly 88.96 feet along the arc of said curve having a central angle of 72°48'40" and a chord bearing of S 81°02'54" W to a point of reverse curvature with a 50.00-foot radius curve to the left; thence southwesterly 63.54 feet along the arc of said curve having a central angle of 72°48'40" and a chord bearing of S 81°02'54" W; thence S 44°38'34" W 68.81 feet; thence S 9°41'47" W 24.97 feet to a point 10.00 feet perpendicularly distant northeasterly from an existing paved trail; thence N 49°28'49" W 48.73 feet along a line parallel to said trail; thence N 75°27'58" E 27.91 feet; thence N 44°38'34" E 68.81 feet to the point of tangency with a 70.00-foot radius curve to the right; thence northeasterly 88.96 feet along the arc of said curve having a central angle of 72°48'40" and a chord bearing of N 81°02'54" E to a point of reverse curvature with a 50.00-foot radius curve to the left; thence northeasterly 63.54 feet along the arc of said curve having a central angle of 72°48'40" and a chord bearing of N 81°02'54" E; thence N 44°38'34" E 286.76 feet to the point of tangency with a 55.00-foot radius curve to the left; thence northeasterly 43.98 feet along the arc of said curve having a central angle of 45°48'57" and chord bearing of N 21°44'06" E to a point of reverse curvature with a 75.00-foot radius curve to the right; thence northeasterly 119.08 feet along the arc of said curve having a central angle of 90°58'06" and a chord bearing of N 44°18'40" E; thence N 89°47'43" E 116.95 feet to a point in said northeasterly boundary line of said entire tract, and a point of non-tangency with a 375.00-foot radius curve to the right; thence southeasterly 20.77 feet along said northeasterly boundary line of said entire tract and arc of said curve having a central angle of 3°10'24" and a chord bearing of S 15°51'27" E to the point of beginning.

The above described permanent easement contains 16,424 square feet in area, or 0.3770 acres, more or less.