

# Memorandum

**Date:** August 13, 2009

**To:** City Council Members

**CC:** Lyn Creswell, DJ Baxter, Emy Storheim, Vicki Bennett, City Council Liaisons, Mayor Liaisons, Rick Graham, Val Pope, Dell Cook

**From:** Jan Aramaki

**RE:** Resolution authorizing the approval of an Interlocal Cooperation Agreement between Salt Lake County, Utah and Salt Lake City Corporation relating to building and maintaining Parley's Trail

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## **New information:**

The Council discussed the limited options relating to the trail alignment and the potential difficulty of shared use for dogs and cyclists. The pros and cons of adding a fence down the center of the trail were discussed, as was the potential to widen the trail for future flexibility. The need to adopt the interlocal agreement before construction moves ahead was discussed. City Attorney Lynn Pace pointed out that the easements conveyance action steps will need to go through the City's open space hearing process, but the interlocal can move ahead. It was pointed out that any conditions on or changes to the interlocal would need to be approved by Salt Lake County.

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The following information was provided previously. It is provided again for background purposes.

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The Administration recommends that the City Council adopt the proposed resolution authorizing the approval of an Interlocal Cooperation Agreement between Salt Lake County and Salt Lake City Corporation to build and maintain Parley's Trail through northern sections of Parley's Historic Nature Park, and parcels east and west of Sugar House Park (see attached maps for illustration of parcels included in the agreement).

The Interlocal Cooperation Agreement will permit the County to build and maintain the Parley's Trail. The County is making similar agreements with other landowners, such as Sugar House Park Authority and will maintain the entire trail. This agreement is valid for fifty years from the date of execution. After fifty years, the agreement shall be renewed and or renegotiated. The trail easements remain in effect forever, but the construction easements shall terminate upon completion of the trail construction.

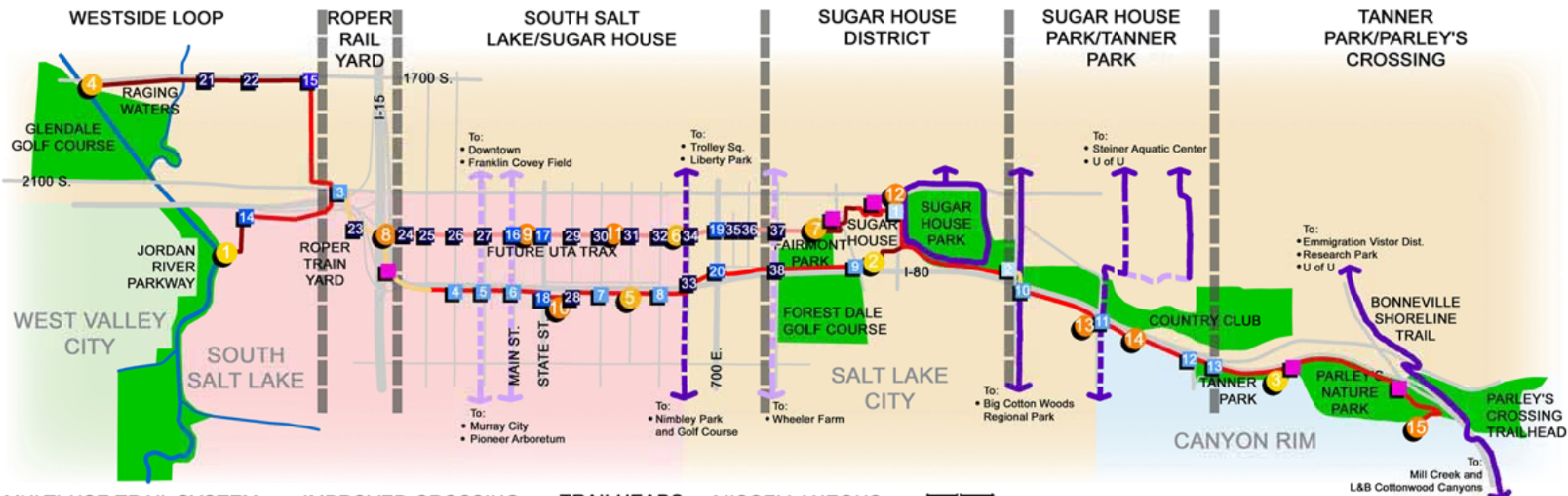
In anticipation of obtaining a favorable bid in the current construction market, the Administration requests that the Council consider adopting the resolution as soon as possible. Prior to drafting the Interlocal Cooperation Agreement, the County initially anticipated a shortfall in funds to complete the project. However, due to the economic impacts on the construction industry, the County anticipates the project has the potential to secure a bid 20 percent below the initial anticipated cost which will allow the County to complete the project within budget.

There is an additional agreement for Parley's Trail that is planned on a parcel of land the City is working to acquire from Woodbury Corporation known as Sugar House Draw. This parcel is not included as part of this Interlocal Cooperation Agreement. The Administration states once the Sugar House Draw is secured the Interlocal Cooperation Agreement and easement for site will be forwarded to the Council in the near future.

- The Draw portion which is the area of the trail west of 1300 East and connects to Hidden Hollow.

The County will also be working with the Redevelopment Agency (RDA) regarding a trail easement on the Wilmington property. The RDA will use its protocol for approval of this trail easement.

- A portion of the Wilmington Avenue property owned by the Redevelopment Agency.



**MULTI-USE TRAIL SYSTEM**

- On-Street Trail
- Hard Surface Trail
- UTA R.O.W. Trail
- Destination Opportunities
- Existing Bike Lane
- Existing On-Street Lane
- Elevated Walkway

**IMPROVED CROSSING**

- 1 Type A
- 3 Type B
- 14 Type C
- 21 Type D

**TRAILHEADS**


- 1 Level A
- 4 Level B
- 8 Level C

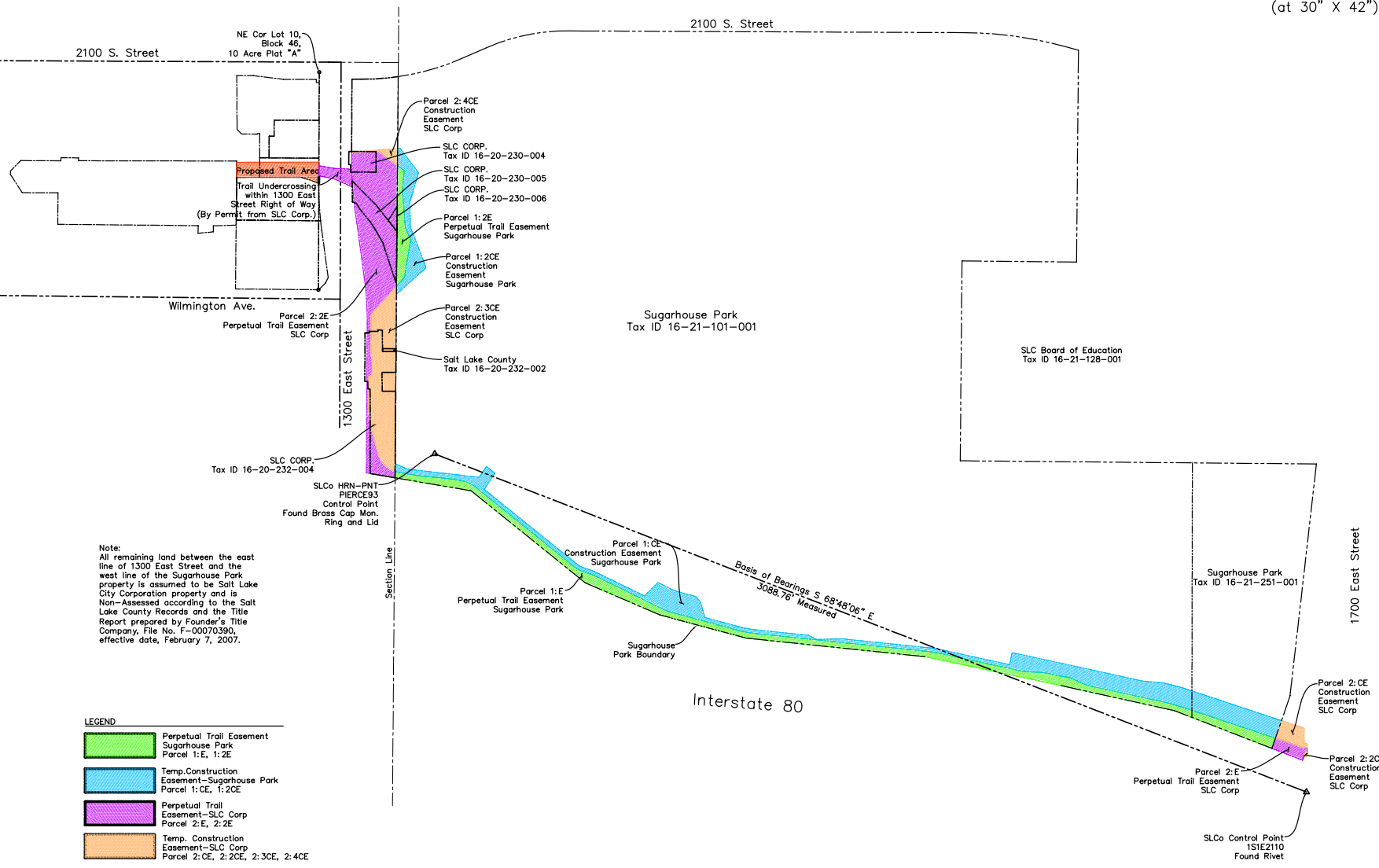
**MISCELLANEOUS**

- Overlook or Node







# Sugarhouse Park Parley's Trail Boundary Exhibit

  
 1" = 100'  
 (at 30" X 42")



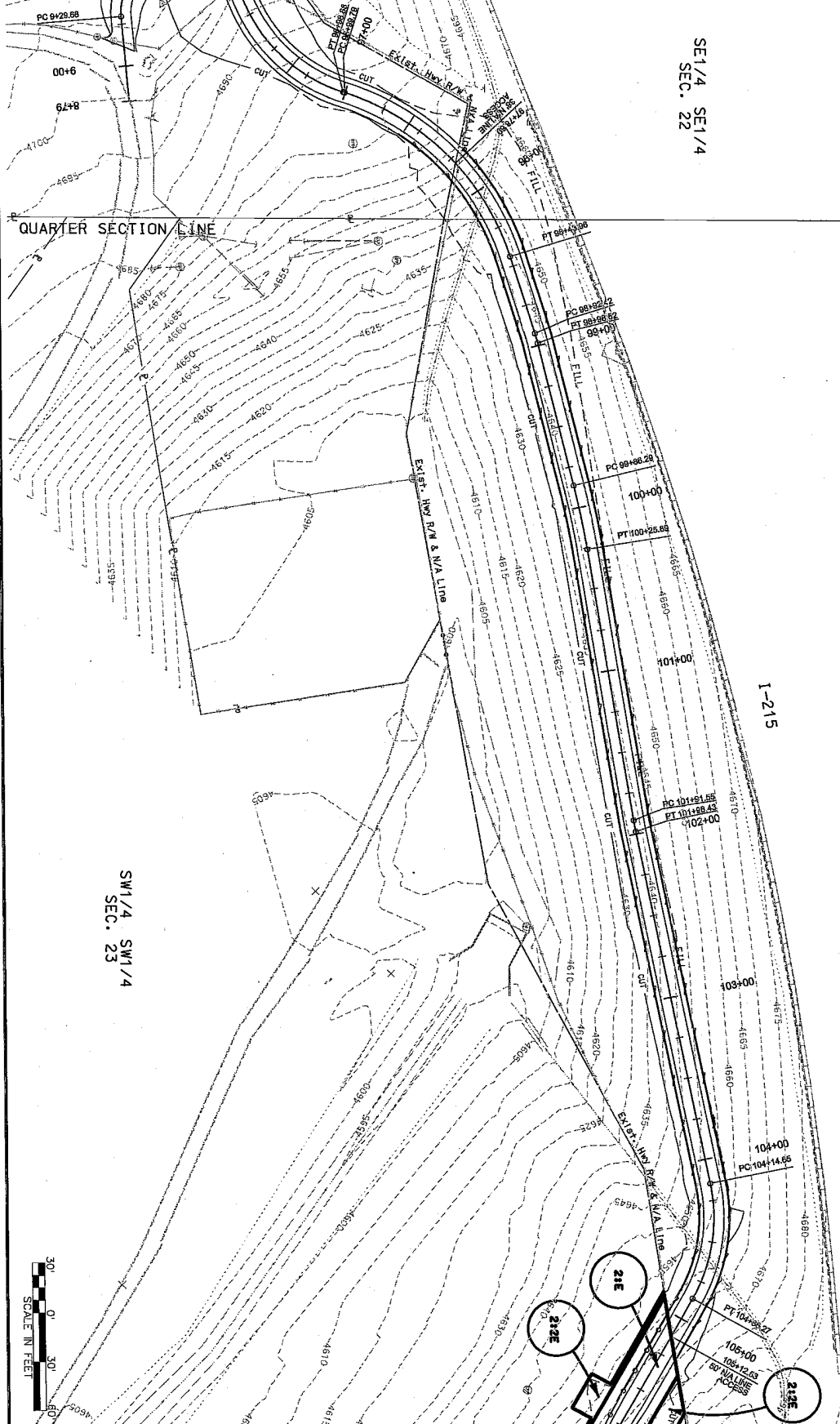
Note:  
 All remaining land between the east line of 1300 East Street and the west line of the Sugarhouse Park property is assumed to be Salt Lake City Corporation property and is Non-Assessed according to the Salt Lake County Records and the Title Report prepared by Founder's Title Company, File No. F-00070390, effective date, February 7, 2007.

LEGEND	
	Perpetual Trail Easement Sugarhouse Park Parcel 1:E, 1:2E
	Temp. Construction Easement-Sugarhouse Park Parcel 1:CE, 1:2CE
	Perpetual Trail Easement-SLC Corp Parcel 2:E, 2:2E
	Temp. Construction Easement-SLC Corp Parcel 2:CE, 2:2CE, 2:3CE, 2:4CE



SE1/4 SE1/4  
SEC. 22

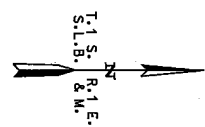
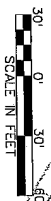
QUARTER SECTION LINE



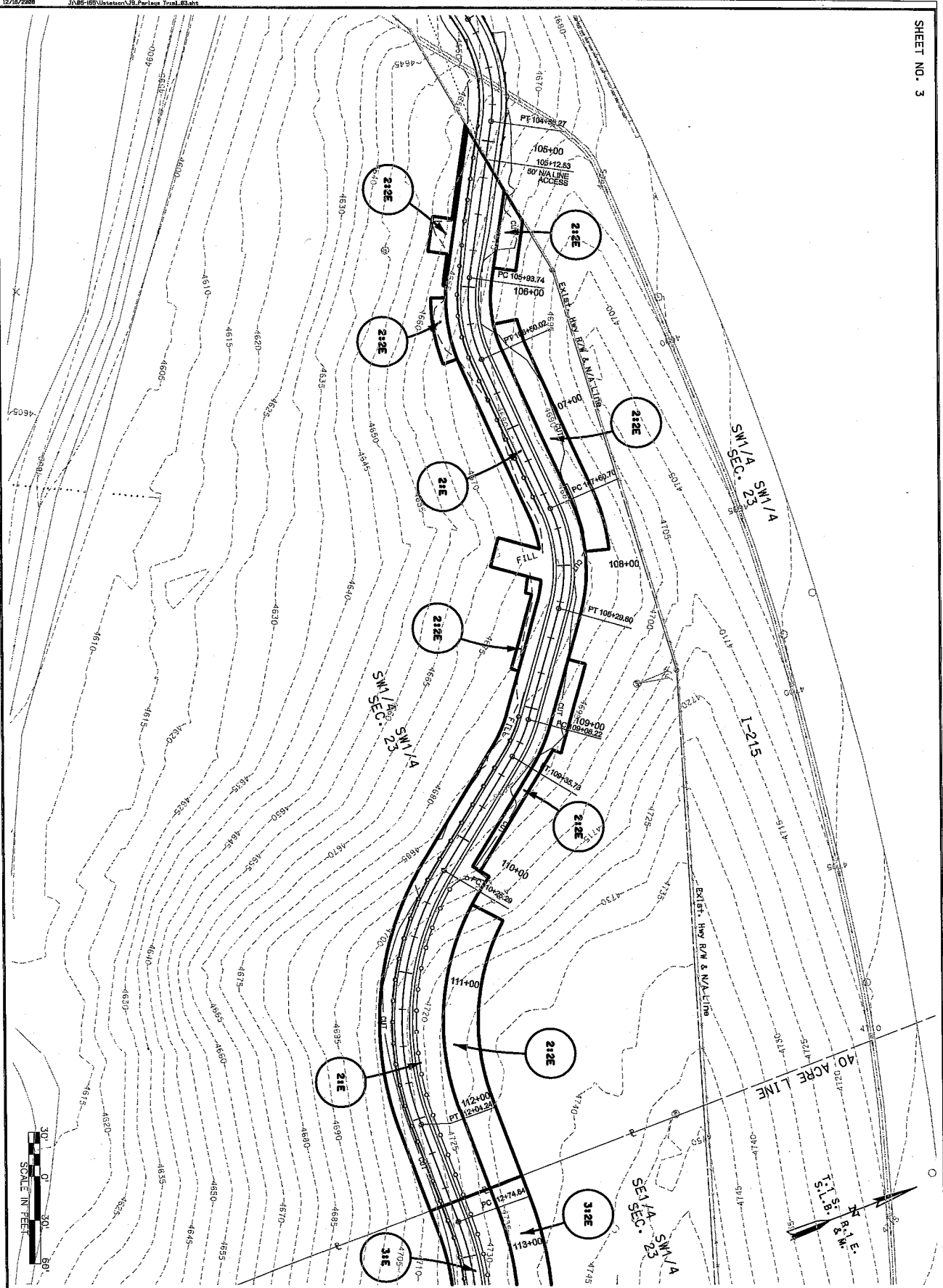
SW1/4 SW1/4  
SEC. 23

SW1/4 SW1/4  
SEC. 23

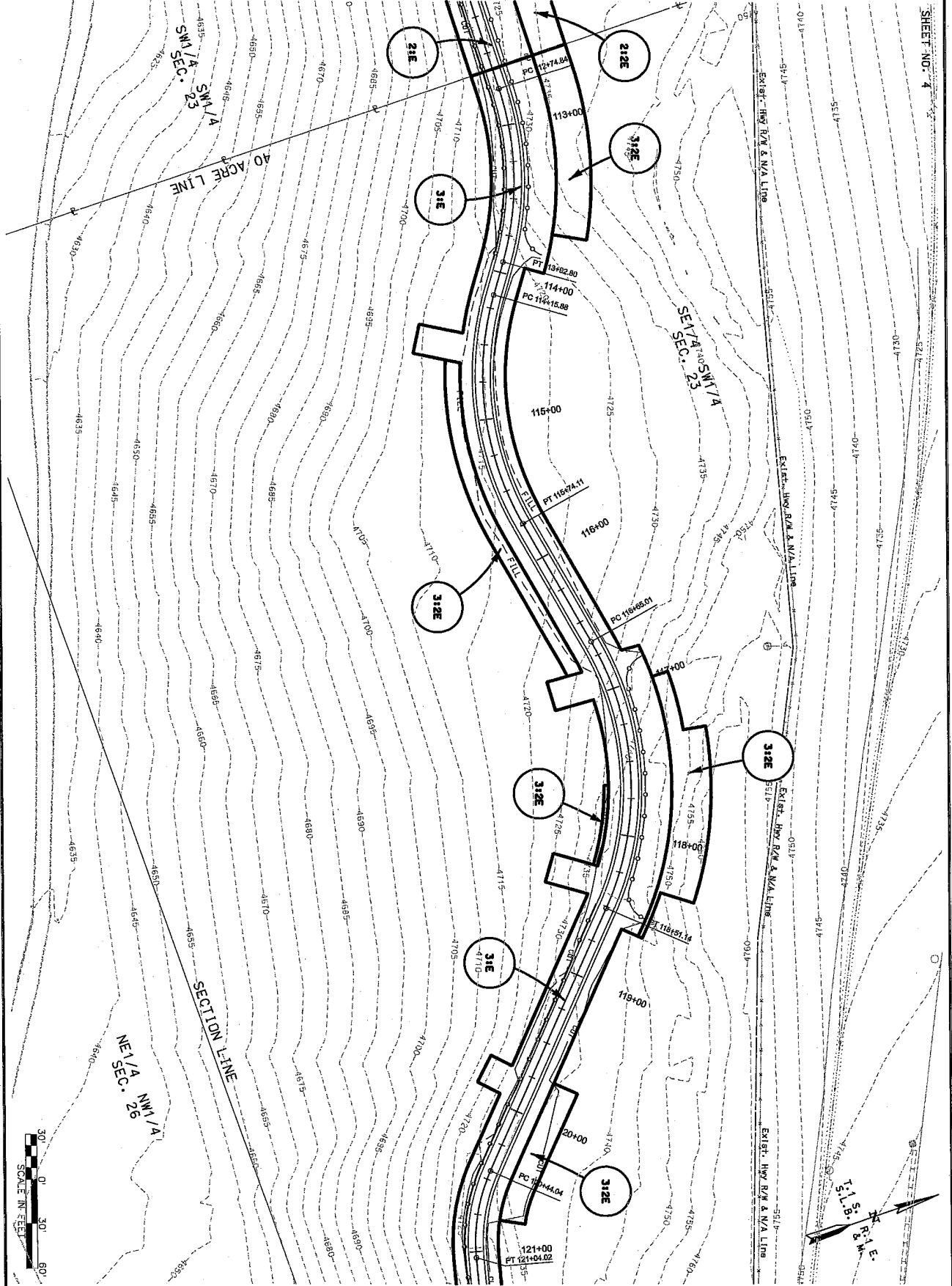
I-215



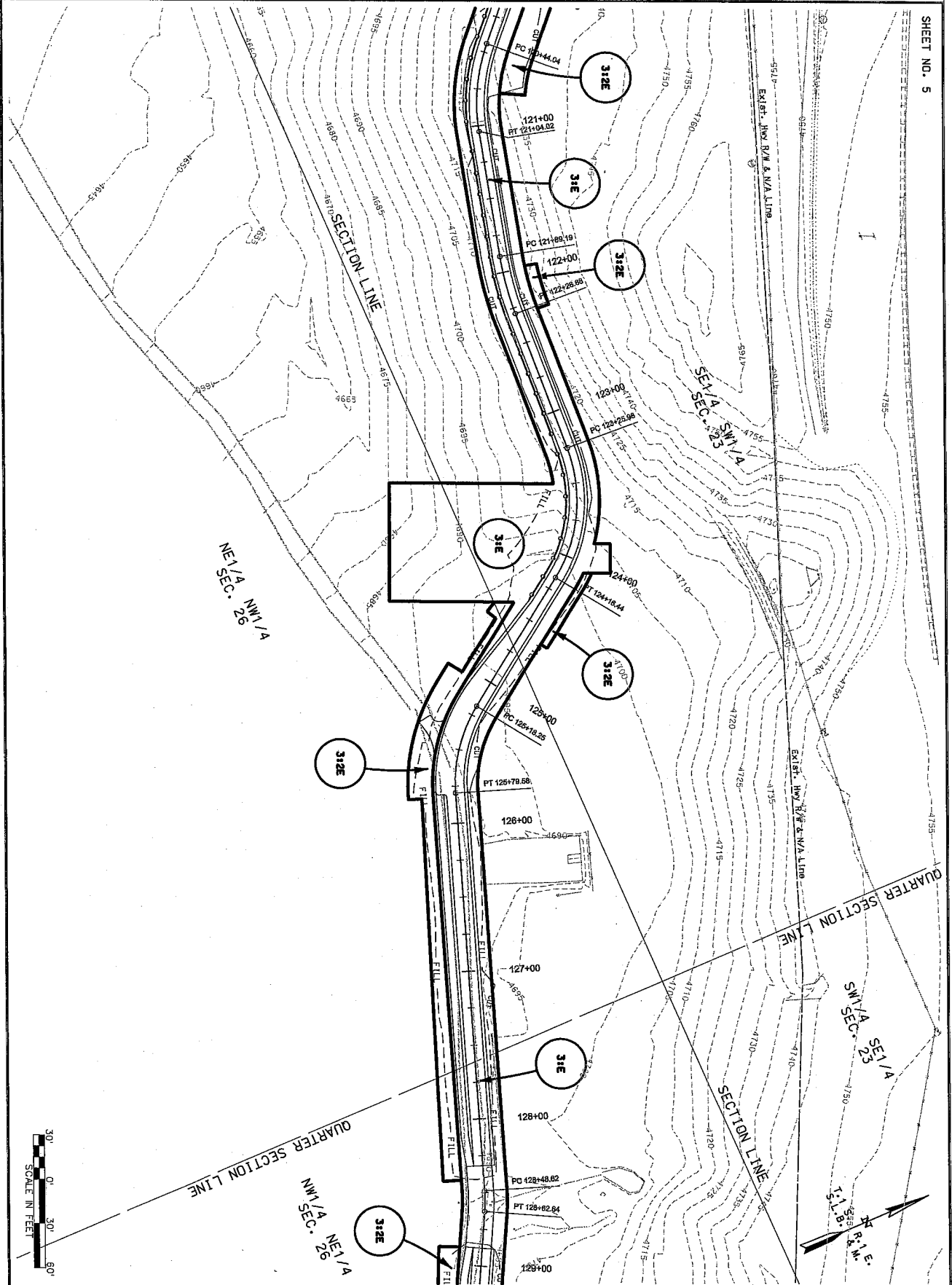
PROJECT	PARLEY'S CREEK TRAIL PHASE 3	UTAH DEPARTMENT OF TRANSPORTATION	REVISIONS			
	SALT LAKE COUNTY		REGION 2 SALT LAKE CITY			
PROJECT NUMBER	F-LC35(166)	APPROVED	NO.	DATE	APPROVED BY	REMARKS
RIGHT OF WAY PLAN SHEET		PROFESSIONAL ENGINEER	DATE			
TEMPORARY R/W-2		DRAWN BY				
		QC CHECKED BY				



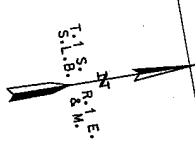
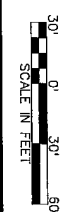
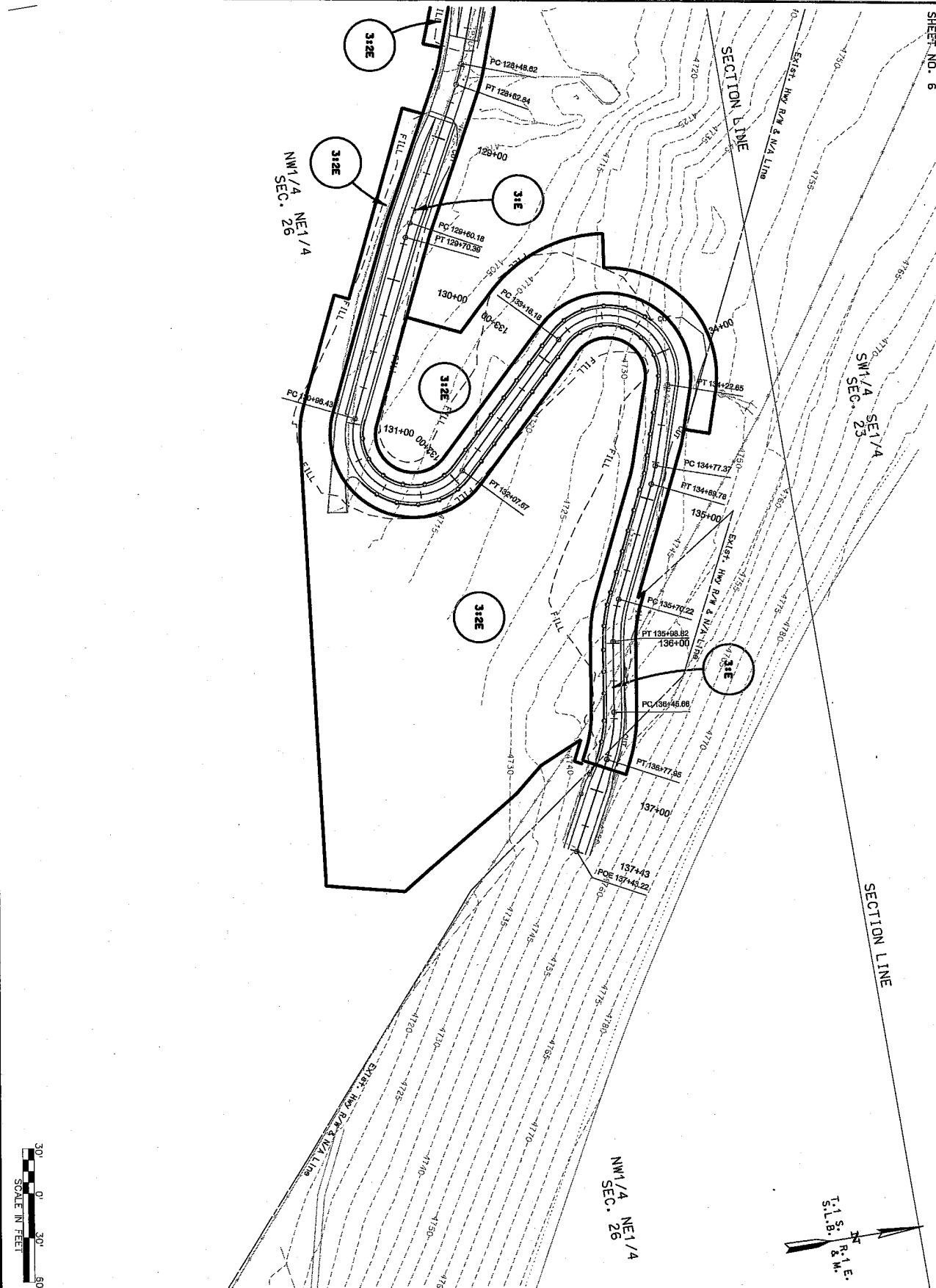
TEMPORARY REFERENCE RM-3	PROJECT	PARLEY'S CREEK TRAIL PHASE 3	<b>UTAH DEPARTMENT OF TRANSPORTATION</b> REGION 2 SALT LAKE CITY		REVISIONS				
	PROJECT NUMBER	F-LC35(166)			APPROVED	DRAWN BY			
	RIGHT OF WAY PLAN SHEET		PROFESSIONAL ENGINEER	DATE	QC CHECKED BY				
						NO.	DATE	APPROVED BY	REMARKS



REVISIONS RM-4	PROJECT: PARLEY'S CREEK TRAIL PHASE 3	UTAH DEPARTMENT OF TRANSPORTATION		REGION 2 SALT LAKE CITY		
	PROJECT NUMBER: F-LC35(166)	APPROVED: _____	DRAWN BY: _____	QC CHECKED BY: _____	NO. DATE APPROVED BY REMARKS	
	RIGHT OF WAY PLAN SHEET	PROFESSIONAL ENGINEER: _____	DATE: _____	DATE: _____	DATE: _____	DATE: _____
	SALT LAKE COUNTY	REGION 2 SALT LAKE CITY	DATE: _____	DATE: _____	DATE: _____	DATE: _____



TEMPORARY SHEET NO. RM-5	PROJECT <b>PARLEY'S CREEK TRAIL PHASE 3</b>	<b>UTAH DEPARTMENT OF TRANSPORTATION</b>		REVISIONS	
	PROJECT NUMBER <b>F-LC35(166)</b>	REGION 2 SALT LAKE CITY			
	RIGHT OF WAY PLAN SHEET	APPROVED _____ PROFESSIONAL ENGINEER	DATE _____	DRAWN BY _____	QC CHECKED BY _____



PROJECT PARLEY'S CREEK TRAIL PHASE 3	UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
	SALT LAKE COUNTY			
PROJECT NUMBER F-LC35(166)	APPROVED	REGION 2 SALT LAKE CITY	DRAWN BY	
RIGHT OF WAY PLAN SHEET	PROFESSIONAL ENGINEER	DATE	QC CHECKED BY	
			NO.	DATE
			APPROVED BY	REMARKS

# SALT LAKE CITY CORPORATION

LYN CRESWELL  
DIRECTOR OF ADMINISTRATIVE SERVICES

DIVISION OF SUSTAINABILITY  
OPEN SPACE LAND PROGRAM

RALPH BECKER



A handwritten signature in black ink, appearing to be "D. Everitt".

David Everitt, Chief of Staff

## CITY COUNCIL TRANSMITTAL

Date Received:

Date sent to Council: 7/31/2009

TO: Salt Lake City Council  
Carlton Christensen, Chair

DATE: ~~July 1, 2009~~ July 30

FROM: Lyn Creswell, Administrative Services Director

A handwritten signature in black ink, appearing to be "L. Creswell".

SUBJECT: Parley's Trail Land Use Agreement for Salt Lake City Property

### STAFF CONTACT:

Emy Storheim 535-7730  
Open Space Lands Program Manager

Vicki Bennett 535-6540  
Director of Sustainability

DOCUMENT TYPE: Land Use Agreement with Salt Lake County for Parley's Trail Construction and Maintenance on Salt Lake City Property

RECOMMENDATION: Approve

BUDGET IMPACT: N/A

### BACKGROUND/DISCUSSION:

#### PARLEY'S TRAIL LAND USE AGREEMENT

The interlocal, trail easement and construction easement agreements between Salt Lake County and Salt Lake City will allow for the construction and maintenance of the Parley's Trail on City Property including: Parley's Historic Nature Park, 1300 East street rights-of-way and a portion of Sugar House Park owned by Salt Lake City.

Sugar House Park Authority is also a signer on this agreement with the County to allow the development and maintenance of the trail in Sugar House Park on lands owned by the Park Authority.

Sugar House Draw Agreement – A separate interlocal agreement, preservation easement and construction easement has been developed for the Draw acquisition site. Similarly, this agreement defines the County as holding the trail easement and retaining responsibility for maintenance of site. This agreement will be brought to City Council in the near future.

LOCATION: 451 SOUTH STATE STREET, ROOM 145, SALT LAKE CITY, UTAH 84111-3104

MAILING ADDRESS: PO BOX 145470, SALT LAKE CITY, UTAH 84114-5470

TELEPHONE: 801-535-7730 FAX: 801-535-7789

WWW.SLCGOV.COM

### ACQUISITION BACKGROUND

Salt Lake County Open Space Trust and Salt Lake City Open Space Lands Program are partnering to purchase a parcel critical for the planned connection of the PRATT Trail under 1300 East. The site is located on the west side of 1300 East between 2100 South and Wilmington Ave. This acquisition will provide egress for the connection between Sugar House Park and Hidden Hollow Park through what will be know as the Sugar House Draw. This will be a major point of interest on the Parley's Trail.

The purchase agreement between Salt Lake City Corporation and Woodbury is in final development. Previously, an additional appraisal had been ordered to determine the value of an access easements identified during title work for the acquisition. There is a perpetual easement on the acquisition site held by Craig Mecham, property owner to the south. Salt Lake County is taking the lead in negotiating the purchase of the access easement from Mecham as well as a construction easement.

RESOLUTION NO. \_\_\_\_\_ OF 2009

Authorizing the approval of an interlocal cooperation agreement  
between Salt Lake County, Utah and Salt Lake City Corporation  
relating to the Parley's Trail

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 cooperation agreement between Salt Lake County, Utah and Salt Lake City  
Corporation relating to the Parley's Trail.

2. Ralph Becker, 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,  
including without limitation any changes to delete references to Public Utilities parcels  
for which a revocable permit may be issued, his execution thereof to constitute conclusive  
evidence of such approval.

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

\_\_\_\_\_, 2009.

SALT LAKE CITY COUNCIL

By: \_\_\_\_\_  
CHAIRPERSON

ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
SENIOR CITY ATTORNEY

HB\_ATTYY-#9398-v2-Resolution\_approving\_interlocal\_agreement\_with\_Salt\_Lake\_County\_re\_Parley\_s\_Trail.DOC

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
SALT LAKE COUNTY  
AND  
SALT LAKE CITY CORPORATION**

**THIS INTERLOCAL COOPERATION AGREEMENT** (this "*Agreement*") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2009, 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"). The County and the City are sometimes referred to collectively as the "parties".

**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 agency 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 County is undertaking a construction project that will extend the Parley's Trail (the "Trail") through portions of Salt Lake City. The Trail will pass through property owned by the City.
- E. The City intends to grant trail easements and construction easements to the County with respect to any property that they own through which the Trail will pass.
- F. The County Council previously expressed an interest in acquiring the easements for no monetary compensation, but with an obligation to provide maintenance services for the Trail.
- G. The parties, in conformance with the County Council's discussion, enter into this Agreement.
- H. The City's transfers of the trail and construction easements to the County are interests in real property as contemplated in the Interlocal Cooperation Act.

## AGREEMENT:

In consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### ARTICLE 1 GRANT

Section 1. **City Grant.** The City hereby agrees to grant and convey to the County trail and construction easements in the following property:

Exhibit A: A perpetual easement over Parcel No. 16-20-230-004, 16-20-230-005, 16-20-230-006, 16-20-232-004 and a parcel of non-assessed property.

Exhibit B: A perpetual easement over Parcel No. 16-23-376-001 and 16-26-201-001.

Exhibit C: A perpetual easement over Parcel No. 16-26-201-025.

Exhibit D: A temporary construction easement over Parcel No. 16-23-376-001 and 16-26-201-001.

Exhibit E: A temporary construction easement over Parcel No. 16-20-232-004, 16-20-230-004, 16-20-230-005, 16-20-230-006 and a parcel of non-assessed property.

Exhibit F: A temporary construction easement over Parcel Nos. 16-26-201-025.

### ARTICLE 2 CONSIDERATION

Section 2. **Consideration.** The parties agree that in consideration of the mutual benefit afforded the parties from this grant and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the County will not pay monetary consideration to the City, but will provide all maintenance services with respect to the Trail. No other consideration shall pass between the County and the 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 not in violation of the terms of the easements and this Agreement, neither party shall unreasonably obstruct or interfere with the free and unimpeded use of the easement property by the other.

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 Trail easement grants contemplated herein shall be perpetual. The construction easement grants shall terminate upon the completion of the construction of the Trail.

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 applicable party.

(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 easements 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. The County and the City are governmental entities under the Governmental Immunity Act, Utah Code Ann. Title 63G Chapter 7; therefore, consistent with the terms of the Governmental Immunity Act, those parties agree that the County and the City are responsible and liable for any wrongful or negligent acts that they commit or that are committed by their agents, officials, or employees. Neither the County nor the City waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and those 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 each party 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.

(t) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board or entity, other than the parties hereto and

their successors and assigns, any right or remedies by reason of this Agreement, as a third party beneficiary or otherwise.

(u) Relationship of the Parties. Nothing contained in this Agreement shall constitute or be construed to create any partnership or agency relationship among the parties, or to create any new entity.

(v) Assignment. The parties shall not assign, sublease or transfer any interest in this Agreement.

(w) Entire Agreement. This Agreement, its Exhibits and Attachments, and the applicable laws, regulations and policies referenced herein, constitute the entire Agreement between the parties regarding the subject matter hereof and is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the counsel of its own advisors.

**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; 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, duly notarized.

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor Peter Corroon or Designee

SALT LAKE COUNTY DISTRICT  
ATTORNEY APPROVAL:  
As to proper form and compliance with law

Date 7/29/09

SALT LAKE CITY CORPORATION

By \_\_\_\_\_  
Ralph Becker, Mayor

ATTEST:

\_\_\_\_\_  
City Recorder



EXHIBIT A

WHEN RECORDED, MAIL TO:  
Salt Lake County  
c/o Walt Gilmore  
2001 South State Street  
Suite S4400  
Salt Lake City, Utah 84190

Affecting Tax ID No. 16-20-230-004  
16-20-230-005  
16-20-230-006  
16-20-232-004  
Non-Assessed Property

## Perpetual Easement

(CITY)

Parcel No. F-LC35:2:E

F-LC35:2:2E

Salt Lake County

PNo. F-LC35(171)

Salt Lake City Corporation, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to SALT LAKE COUNTY, at 2001 South State Street, #S4400, Salt Lake City, Utah 84190, Grantee, for the sum of \_\_\_\_\_, Dollars,

a perpetual easement, upon parts of an entire tract of property, in the NE1/4 of Section 20, and the SE1/4 of Section 21, T.1 S., R.1 E., S.L.B.& M., in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon an urban recreational trail, Parley's Crossing Trail, known as Project No. F-LC35(171), and appurtenant parts thereof. The boundaries of said parts of an entire tract are described as follows:

### Parcel No. F-LC35:2:E

Beginning at a point on the west line of 1700 East street, which is East, 3,158.47 feet and South, 2,199.75 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big Field Survey; and running thence S.71°37'39"E., 93.42 feet to a point of tangency with a 27.00 foot radius curve to the left, having a central angle of 18°22'21"; thence easterly along the arc of said curve 8.66 feet; thence East, 7.32 feet; thence S.00°18'22"W., 18.00 feet; thence West, 8.56 feet; thence S.04°26'50"W., 11.99 feet; thence S.21°08'50"W., 13.06 feet; thence N.68°51'10"W., 109.16 feet to said west line; thence N.19°04'29"E. along said west line, 35.53 feet to the point of beginning.

The above described parcel of land contains 4,227 square feet in area or 0.097 acres, more or less.

Also:

Parcel No. F-LC35:2:2E

Beginning at a point on the east line of 1300 East street, which is East, 106.96 feet and South, 264.54 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big Field Survey; and running thence N.87°48'50"E., 89.22 feet; thence S.52°55'15"E., 78.10 feet to the west line of the Sugarhouse Park boundary; thence S.00°26'57"W. along said west line, 399.16 feet; thence S.42°03'57"W., 125.56 feet; thence S.00°24'00"W., 123.77 feet; thence S.10°54'36"E., 25.50 feet; thence S.00°24'00"W., 55.05 feet; thence N.89°36'00"W., 10.67 feet; thence S.00°24'00"W., 94.79 feet to a point of tangency with a 291.00 foot radius curve to the left having a central angle of 14°49'01"; thence southerly along the arc of said curve 75.25 feet; thence S.14°25'01"E., 85.11 feet to a point of tangency with a 91.00 foot radius curve to the left, having a central angle of 55°24'03"; thence southeasterly along the arc of said curve 87.99 feet to said west line; thence S.00°26'57"W., 20.80 feet to the south line of said Sugarhouse Park boundary; thence N.80°18'14"W. along said west line, 96.26 feet to said east line of 1300 East street; thence along said east line the following five courses: (1) N.00°21'24"E., 492.95 feet to a point of tangency with a 1,085.14 foot radius curve to the left, having a central angle of 08°07'54"; (2) northerly along the arc of said curve 154.01 feet; (3) N.07°46'30"W., 173.27 feet to a point on a 1,440.99 foot radius curve to the right, having a central angle of 08°04'02", (Note: radius bears N.80°46'53"E.); (4) northerly along the arc of said curve 202.89 feet; (5) N.00°13'30"E., 38.80 feet to the point of beginning.

The above described parcel of land contains 74,122 square feet in area or 1.702 acres, more or less.

The Basis of Bearings for these descriptions is S. 68°48'06" E., 3088.76 ft. between Station Pierce 93, a Salt Lake County Harn Point located near the southeast corner of Sugarhouse Park and Station 1S1E2110, a Salt Lake County control point, located on the west side of the 1700 East street overpass over Interstate 80.



Parcel No. F-LC35:2:E  
F-LC35:2:2E  
PNo. F-LC35(171)

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

The foregoing Easement was acknowledged before me this day of \_\_\_\_\_, by Christine Meeker, in her capacity as City Recorder of Salt Lake City Corporation, a Utah municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

EXHIBIT B

WHEN RECORDED, MAIL TO:  
Salt Lake County  
c/o Walt Gilmore  
2001 South State Street  
Suite S4400  
Salt Lake City, Utah 84190

Affecting Tax ID No. 16-23-376-001  
16-26-201-001

## Perpetual Easement

(CITY) Parcel No. F-LC35:1:EC  
Salt Lake County Project No. F-LC35(166)

Salt Lake City Corporation, a municipal corporation of the State of Utah,  
Grantor, hereby GRANTS and CONVEYS to SALT LAKE COUNTY,  
at 2001 South State Street #4400, Salt Lake City, Utah 84190, Grantee,  
for the sum of \_\_\_\_\_, Dollars,

a perpetual easement, upon part of an entire tract of property, in the SE1/4SW1/4 of Section 23, the NE1/4NW1/4 and the NW1/4NE1/4 of Section 26, T.1 S., R.1 E., S.L.B.& M., in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon an urban recreational trail, Parley's Crossing Trail, known as Project No. F-LC35(166), and appurtenant parts thereof. The boundaries of said part of an entire tract are described as follows:

Beginning at a point in the westerly boundary line of said entire tract (said westerly boundary line also being the west line of the SE1/4SW1/4 of said Section 23), which point is 15.00 feet perpendicularly distant southerly from the control line of said urban trail at Engineer Station 112+61.43 (Note: said point of beginning is 380.38 feet N. 0°01'27" E. along the section line and 1320.96 feet east from the Southwest Corner of said Section 23); and running thence N. 0°00'27" W. 43.01 feet along said westerly boundary line; thence S. 88°46'29" E. 14.33 feet to a point of curvature with a 228.00-foot radius curve to the right; thence easterly 134.48 feet along the arc of said curve (Note: Chord to said curve bears S. 71°52'40" E. for a distance of 132.54 feet); thence S. 35°01'09" W. 13.00 feet; thence S. 54°58'51" E. 23.08 feet to a point of curvature with a 185.00-foot radius curve to the left; thence easterly 146.36 feet along the arc of a said curve (Note: Chord to said curve bears S. 77°38'44" E. for a distance of 142.58 feet) to a point of tangency; thence N. 79°41'23" E. 90.90 feet to a point of curvature with a 215.00-foot radius curve to the right; thence easterly 14.85 feet along the arc of said curve (Note: Chord to said curve bears N. 81°40'08" E. for a distance of 14.85 feet); thence N. 3°10'04" E. 12.16 feet; thence easterly 202.43 feet along the arc of a 227.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears S. 70°17'53" E. for a distance of 195.78 feet); thence S. 43°00'40" W. 11.83 feet; thence S. 46°59'20" E. 184.04 feet to a point of curvature with a 105.00-foot radius curve to the left; thence southeasterly 52.48 feet along the arc of said curve

(Note: Chord to said curve bears S. 61°18'24" E. for a distance of 51.93 feet) to a point of tangency; thence S. 75°37'29" E. 85.18 feet to a point of curvature with a 185.00-foot radius curve to the left; thence easterly 36.71 feet along the arc of said curve (Note: Chord to said curve bears S. 81°18'31" E. for a distance of 36.65 feet) to a point of tangency; thence S. 86°59'34" E. 97.10 feet to a point of curvature with a 115.00-foot radius curve to the right; thence easterly 70.35 feet along the arc of said curve (Note: Chord to said curve bears S. 69°28'02" E. for a distance of 69.26 feet); thence N. 23°42'58" E. 10.72 feet; thence S. 66°17'02" E. 20.00 feet; thence S. 23°42'58" W. 17.08 feet; thence S. 35°09'41" E. 114.60 feet to a point of curvature with a 85.00-foot radius curve to the left; thence southeasterly 52.13 feet along the arc of said curve (Note: Chord to said curve bears S. 52°43'55" E. for a distance of 51.32 feet) to a point of tangency; thence S. 70°18'08" E. 277.41 feet; thence S. 87°20'07" E. 22.65 feet; thence S. 27°50'46" W. 9.66 feet; thence S. 62°09'14" E. 89.58 feet; thence S. 65°04'37" E. 130.76 feet to a point of curvature with a 25.00-foot radius curve to the left; thence easterly, northeasterly, northerly, and northwesterly 69.53 feet along the arc of said curve (Note: Chord to said curve bears N. 35°15'01" E. for a distance of 49.19 feet) to a point of tangency; thence N. 44°25'20" W. 108.51 feet to a point of curvature with a 55.00-foot radius curve to the right; thence northwesterly, northerly, northeasterly and easterly 146.40 feet along the arc of said curve (Note: Chord to said curve bears N. 31°50'04" E. for a distance of 106.85 feet) to a point of tangency; thence S. 71°54'32" E. 38.63 feet to the existing southerly right of way and no-access line of a freeway, Interstate Highway I-215; thence S. 64°48'05" E. 106.41 feet along said southerly right of way and no-access line to the easterly boundary line of said entire tract; thence S. 33°44'40" E. 43.29 feet along said easterly boundary line; thence N. 81°11'20" W. 0.43 feet to a point of curvature with a 115.00-foot radius curve to the right; thence westerly 32.89 feet along the arc of said curve (Note: Chord to said curve bears N. 72°59'43" W. for a distance of 32.78 feet) to a point of tangency; thence N. 64°48'05" W. 80.44 feet to a point of curvature with a 85.00-foot radius curve to the left; thence northwesterly 10.54 feet along the arc of said curve (Note: Chord to said curve bears N. 68°21'18" W. for a distance of 10.54 feet) to a point of tangency; thence N. 71°54'32" W. 54.72 feet to a point of curvature with a 25.00-foot radius curve to the left; thence westerly, southwesterly, southerly and southeasterly 66.55 feet along the arc of said curve (Note: Chord to said curve bears S. 31°50'04" W. for a distance of 48.57 feet) to a point of tangency; thence S. 44°25'20" E. 108.51 feet to a point of curvature with a 55.00-foot radius curve to the right; thence southerly 45.15 feet along the arc of said curve (Note: Chord to said curve bears S. 20°54'13" E. for a distance of 43.90 feet) to a point of tangency; thence S. 7°57'28" W. 73.60 feet; thence N. 82°02'32" W. 18.78 feet; thence N. 65°04'37" W. 185.92 feet; thence N. 62°09'14" W. 102.83 feet to a point of curvature with a 85.00-foot radius curve to the left; thence northwesterly 12.09 feet along the arc of said curve (Note: Chord to said curve bears N. 66°13'41" W. for a distance of 12.08 feet) to a point of tangency; thence N. 70°18'08" W. 269.08 feet to a point of curvature with a 115.00-foot radius curve to the right; thence northwesterly 70.53 feet along the arc of said curve (Note: Chord to said curve bears N. 52°43'55" W. for a distance of 69.43 feet) to a point of tangency; thence N. 35°09'41" W. 73.12 feet; thence S. 23°42'58" W. 83.00 feet; thence N. 66°17'02" W. 80.00 feet; thence N. 23°42'58" E. 109.28 feet; thence westerly 19.17 feet along the arc of a 85.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 80°31'50" W. for a distance of 19.13 feet) to a point of tangency; thence N. 86°59'34" W. 97.10 feet to a point of curvature with a 215.00-foot radius curve to the right; thence westerly 42.66 feet along the arc of said curve (Note: Chord to said curve bears N. 81°18'31" W. for a distance of 42.59 feet) to a point of tangency; thence N. 75°37'29" W. 85.18 feet to a point of curvature with a 135.00-foot radius

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**ACKNOWLEDGMENTS**

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

The foregoing Easement 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 foregoing Easement was acknowledged before me this day of \_\_\_\_\_, by  
Christine Meeker, in her capacity as City Recorder of Salt Lake City Corporation, a Utah municipal  
corporation.

\_\_\_\_\_  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

EXHIBIT C

WHEN RECORDED, MAIL TO:  
Salt Lake County  
c/o Walt Gilmore  
2001 South State Street  
Suite S4400  
Salt Lake City, Utah 84190

Affecting Tax ID No. 16-26-201-025

## Perpetual Easement

(CITY) Parcel No. F-LC35:2:EC  
Salt Lake County Project No. F-LC35(166)

Salt Lake City Corporation, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to SALT LAKE COUNTY, at 2001 South State Street, #S4400, Salt Lake City, Utah 84190, Grantee, for the sum of \_\_\_\_\_, Dollars,

a perpetual easement, upon part of an entire tract of property, in the NW1/4NE1/4 of Section 26, T.1 S., R.1 E., S.L.B.& M., in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon an urban recreational trail, Parley's Crossing Trail, known as Project No. F-LC35(166), and appurtenant parts thereof. The boundaries of said part of an entire tract are described as follows:

Beginning at a point in the westerly boundary line of said entire tract, which point is 15.00 feet perpendicularly distant southerly from the control line of said urban trail at Engineer Station 135+99.25 (Note: said point of beginning is 146.71 feet S. 0°01'26" E. along the section line and 3119.33 feet east from the Northwest Corner of said Section 26); and running thence N. 33°44'40" W. 48.86 feet along said westerly boundary line; thence S. 64°48'05" E. 9.00 feet to a point of curvature with a 85.00-foot radius curve to the left; thence easterly 24.31 feet along the arc of said curve (Note: Chord to said curve bears S. 72°59'43" E. for a distance of 24.23 feet) to a point of tangency; thence S. 81°11'20" E. 46.85 feet to a point of curvature with a 115.00-foot radius curve to the right; thence easterly 7.35 feet along the arc of said curve (Note: Chord to said curve bears S. 79°21'28" E. for a distance of 7.35 feet) to the southerly right of way and no-access line of a freeway, Interstate Highway I-215; thence S. 36°23'00" E. 39.18 feet along said southerly right of way and no-access line; thence S. 27°18'40" W. 8.80 feet; thence N. 62°41'20" W. 5.67 feet to a point of curvature with a 85.00-foot radius curve to the left; thence westerly 27.45 feet along the arc of said curve (Note: Chord to said curve bears N. 71°56'20" W. for a distance of 27.33 feet) to a point of tangency; thence N. 81°11'20" W. 46.42 feet to the point of beginning. The above described part of an entire tract contains 2,594 square feet or 0.060 acre.

(Note: Rotate above bearings 00°11'54" clockwise to equal Project No. F-LC35(166) bearings.)

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the day and year first above written.

SALT LAKE CITY CORPORATION

\_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
SENIOR CITY ATTORNEY

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**ACKNOWLEDGMENTS**

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

The foregoing Easement 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 foregoing Easement was acknowledged before me this day of \_\_\_\_\_, by  
Christine Meeker, in her capacity as City Recorder of Salt Lake City Corporation, a Utah municipal  
corporation.

\_\_\_\_\_  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

EXHIBIT D

WHEN RECORDED, MAIL TO:  
Salt Lake County  
c/o Walt Gilmore  
2001 South State Street  
Suite S4400  
Salt Lake City, Utah 84190

Affecting Tax ID No. 16-23-376-001  
16-26-201-001

## Temporary Easement

(CITY) Parcel No. F-LC35:1:2EC  
Salt Lake County Project No. F-LC35(166)

Salt Lake City Corporation, a municipal corporation of the State of Utah,  
Grantor, hereby GRANTS and CONVEYS to SALT LAKE COUNTY,  
at 2001 South State Street, #S4400, Salt Lake City, Utah 84190, Grantee,  
for the sum of \_\_\_\_\_, Dollars,

a temporary easement, upon parts of an entire tract of property, in the SE1/4SW1/4 of Section 23, the NE1/4NW1/4 and the NW1/4NE1/4 of Section 26, T.1S., R.1E., S.L.B.&M., in Salt Lake County, Utah, for the purpose of facilitating construction of an urban recreational trail, Parley's Crossing Trail, known as Project No. F-LC35(166) and appurtenant parts thereof. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said parts of an entire tract are described as follows:

Beginning at the intersection of the northerly easement line of said urban trail and the westerly boundary line of said entire tract (said westerly boundary line also being the west line of the SE1/4SW1/4 of said Section 23), which point is 28.00 feet perpendicularly distant northerly from the control line of said urban trail at Engineer Station 112+60.51 (Note: said point of beginning is 423.39 feet N. 0°01'27" E. along the section line and 1320.93 feet east from the Southwest Corner of said Section 23); and running thence N. 0°00'27" W. 23.01 feet along said westerly boundary line; thence S. 88°46'29" E. 14.82 feet to a point of curvature with a 251.00-foot radius curve to the right; thence easterly 119.00 feet along the arc of said curve (Note: Chord to said curve bears S. 75°11'32" E. for a distance of 117.89 feet); thence S. 28°23'25" W. 23.00 feet to said northerly easement line; thence along said northerly easement line the following two (2) courses and distances: (1) westerly 108.10 feet along the arc of a 228.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 75°11'32" W. for a distance of 107.09 feet) to a point of tangency; thence (2) N. 88°46'29" W.

14.33 feet to the point of beginning. The above described part of an entire tract contains 2,947 square feet or 0.068 acre.

ALSO:

Beginning at a point in the southerly easement line of said urban trail, which point is 15.00 feet radially distant southwesterly from the control line of said urban trail at Engineer Station 114+62.91 (Note: said point of beginning is 309.49 feet N.  $0^{\circ}01'27''$  E. along the section line and 1499.92 feet east from the Southwest Corner of said Section 23); and running thence along said southerly easement line the following four (4) courses and distances: (1) easterly 119.54 feet along the arc of a 215.00-foot radius curve to the left (Note: Chord to said curve bears S.  $84^{\circ}22'57''$  E. for a distance of 118.00 feet) to a point of tangency; thence (2) N.  $79^{\circ}41'23''$  E. 90.90 feet to a point of curvature with a 185.00-foot radius curve to the right; thence (3) easterly 15.12 feet along the arc of said curve (Note: Chord to said curve bears N.  $82^{\circ}01'51''$  E. for a distance of 15.11 feet); thence (4) S.  $3^{\circ}08'38''$  W. 10.13 feet; thence westerly 12.76 feet along the arc of a 175.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears S.  $81^{\circ}46'41''$  W. for a distance of 12.75 feet) to a point of tangency; thence S.  $79^{\circ}41'23''$  W. 90.90 feet to a point of curvature with a 225.00-foot radius curve to the right; thence westerly 126.74 feet along the arc of said curve (Note: Chord to said curve bears N.  $84^{\circ}10'24''$  W. for a distance of 125.07 feet) to said southerly easement line; thence N.  $30^{\circ}52'51''$  E. 10.13 feet along said southerly easement line to the point of beginning. The above described part of an entire tract contains 2,280 square feet or 0.052 acre.

ALSO:

Beginning at a point in the northerly easement line of said urban trail, which point is 27.00 feet radially distant northerly from the control line of said urban trail at Engineer Station 117+00.81 (Note: said point of beginning is 359.20 feet N.  $0^{\circ}01'27''$  E. along the section line and 1739.66 feet east from the Southwest Corner of said Section 23); and running thence N.  $0^{\circ}03'14''$  W. 11.00 feet; thence easterly 40.49 feet along the arc of a 238.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.  $85^{\circ}10'49''$  E. for a distance of 40.44 feet); thence N.  $9^{\circ}41'36''$  E. 15.00 feet; thence southeasterly 120.37 feet along the arc of a 253.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.  $66^{\circ}40'38''$  E. for a distance of 119.23 feet); thence S.  $36^{\circ}57'07''$  W. 23.00 feet; thence southeasterly 33.19 feet along the arc of a 230.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.  $48^{\circ}54'51''$  E. for a distance of 33.16 feet); thence S.  $43^{\circ}00'40''$  W. 3.00 feet to said northerly easement line; thence northwesterly 179.48 feet along the arc of a 227.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears N.  $67^{\circ}24'09''$  W. for a distance of 174.84 feet) along said northerly easement line to the point of beginning. The above described part of an entire tract contains 3,503 square feet or 0.080 acre.

ALSO:

Beginning at a point in the southwesterly easement line of said urban trail, which point is 15.00 feet radially distant southerly from the control line of said urban trail at Engineer Station 117+65.97 (Note: said point of beginning is 307.52 feet N.  $0^{\circ}01'27''$  E. along the section line and

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1798.94 feet east from the Southwest Corner of said Section 23); and running thence along said southerly easement line the following two (2) courses and distances: (1) southeasterly 54.59 feet along the arc of a 185.00-foot radius curve to the right (Note: Chord to said curve bears S. 62°56'04" E. for a distance of 54.39 feet); thence (2) S. 35°08'05" W. 3.00 feet; thence northwesterly 53.73 feet along the arc of a 182.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 62°55'53" W. for a distance of 53.53 feet); thence N. 18°36'42" E. 3.00 feet to the point of beginning. The above described part of an entire tract contains 162 square feet or 0.004 acre.

ALSO:

Beginning at a point in the northerly easement line of said urban trail, which point is 15.00 feet perpendicularly distant northeasterly from the control line of said urban trail at Engineer Station 119+72.76 (Note: said point of beginning is 206.45 feet N. 0°01'27" E. along the section line and 1975.53 feet east from the Southwest Corner of said Section 23); and running thence N. 43°00'40" E. 17.00 feet; thence S. 46°59'20" E. 71.28 feet to a point of curvature with a 88.00-foot radius curve to the left; thence southeasterly 24.06 feet along the arc of said curve (Note: Chord to said curve bears S. 54°49'20" E. for a distance of 23.99 feet); thence S. 27°20'41" W. 17.00 feet to said northerly easement line; thence along said northerly easement line the following two (2) courses and distances: (1) northwesterly 28.71 feet along the arc of a 105.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears N. 54°49'20" W. for a distance of 28.62 feet) to a point of tangency; thence (2) N. 46°59'20" W. 71.28 feet to the point of beginning. The above described part of an entire tract contains 1,660 square feet or 0.038 acre.

ALSO:

Beginning at a point in the northerly easement line of said urban trail, which point is 15.00 feet radially distant northerly from the control line of said urban trail at Engineer Station 121+98.44 (Note: said point of beginning is 109.81 feet N. 0°01'27" E. along the section line and 2164.10 feet east from the Southwest Corner of said Section 23); and running thence N. 14°22'31" E. 8.01 feet; thence easterly 28.26 feet along the arc of a 177.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears S. 82°58'07" E. for a distance of 28.23 feet); thence S. 3°00'26" W. 8.01 feet to said northerly easement line; thence N. 86°59'34" W. 1.70 feet to a point of curvature with a 185.00-foot radius curve to the right; thence easterly 28.15 feet along the arc of said curve (Note: Chord to said curve bears N. 82°38'01" W. for a distance of 28.12 feet) to the point of beginning. The above described part of entire tract contains 232 square feet or 0.005 acre.

ALSO:

Beginning at a point in the northerly easement line of said urban trail, which point is 15.71 feet radially distant northeasterly from the control line of said urban trail at Engineer Station 124+05.36 (Note: said point of beginning is 62.96 feet N. 0°01'27" E. along the section

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line and 2369.60 feet east from the Southwest Corner of said Section 23); and running thence N. 23°42'58" E. 5.84 feet; thence S. 35°09'41" E. 59.78 feet; thence S. 54°50'19" W. 5.00 feet to said northerly easement line; thence N. 35°09'41" W. 56.77 feet along said northerly easement line to the point of beginning. The above described part of an entire tract contains 291 square feet or 0.007 acre.

ALSO:

Beginning at a point in the southerly easement line of said urban trail, which point is 15.00 feet perpendicularly distant southwesterly from the control line of said urban trail at Engineer Station 124+45.13 (Note: said point of beginning is 11.77 feet N. 0°01'27" E. along the section line and 2368.98 feet east from the Southwest Corner of said Section 23); and running thence along said southerly easement line the following five (5) courses and distances: (1) S. 35°09'41" E. 73.12 feet to a point of curvature with a 115.00-foot radius curve to the left; thence (2) southeasterly 70.53 feet along the arc of said curve (Note: Chord to said curve bears S. 52°43'55" E. for a distance of 69.43 feet) to a point of tangency; thence (3) S. 70°18'08" E. 269.04 feet to a point of curvature with a 85.00-foot radius non-tangent curve to the right; thence (4) southeasterly 12.09 feet along the arc of said curve (Note: Chord to said curve bears S. 66°13'41" E. for a distance of 12.08 feet); thence (5) S. 62°09'14" E. 25.31 feet; thence S. 24°55'23" W. 8.58 feet; thence N. 69°17'06" W. 302.83 feet; thence S. 20°42'54" W. 8.94 feet; thence northwesterly 81.97 feet along the arc of a 131.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears N. 53°05'11" W. for a distance of 80.64 feet) to a point of tangency; thence N. 35°09'41" W. 15.40 feet; thence N. 54°50'19" E. 11.00 feet; thence N. 35°09'41" W. 42.98 feet; thence S. 61°34'54" W. 7.03 feet; thence N. 28°25'06" W. 8.30 feet to said southerly easement line; thence N. 23°42'58" E. 12.86 feet along said southerly easement line to the point of beginning. The above described part of an entire tract contains 4,912 square feet or 0.113 acre.

ALSO:

Beginning at a point in the southerly easement line of said urban trail, which point is 15.00 feet perpendicularly distant southwesterly from the control line of said urban trail at Engineer Station 128+88.15 (Note: said point of beginning is 197.43 feet S. 0°01'26" E. along the section line and 2752.99 feet east from the Northwest Corner of said Section 26); and running thence along said southerly easement line the following twelve (12) courses and distances: (1) S. 62°09'14" E. 77.52 feet; thence (2) S. 65°04'37" E. 185.92 feet; thence (3) S. 82°02'32" E. 18.78 feet; thence (4) N. 7°57'28" E. 73.60 feet; thence (5) northerly 45.15 feet along the arc of a 55.00-foot radius non-tangent curve to the left (Note: Chord to said curve bears N. 20°54'13" W. for a distance of 43.90 feet); thence (6) N. 44°25'20" W. 108.51 feet to a point of curvature with a 25.00-foot radius curve to the right; thence (7) northwesterly, northerly, northeasterly and easterly 66.55 feet along the arc of said curve (Note: Chord to said curve bears N. 31°50'04" E. for a distance of 48.57 feet) to a point of tangency; thence (8) S. 71°54'32" E. 54.72 feet to a point of curvature with a 85.00-foot radius curve to the right; thence (9) southeasterly 10.54 feet along the arc of said curve (Note: Chord to said curve bears S. 68°21'18" E. for a distance of 10.54 feet) to a point of tangency; thence (10) S. 64°48'05" E. 80.44 feet to a point of curvature with a 115.00-foot radius curve to the left; thence (11) easterly

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32.89 feet along the arc of said curve (Note: Chord to said curve bears S. 72°59'43" E. for a distance of 32.78 feet) to a point of tangency; thence (12) S. 81°11'20" E. 0.43 feet to the easterly boundary line of said entire tract; thence S. 33°44'40" E. 240.17 feet along said easterly boundary line; thence N. 83°43'08" W. 311.04 feet; thence N. 65°04'37" W. 88.14 feet; thence N. 24°55'23" E. 10.00 feet; thence N. 65°04'37" W. 133.11 feet; thence N. 24°55'23" E. 13.95 feet to the point of beginning. The above described part of an entire tract contains 44,142 square feet or 1.013 acre.

## ALSO:

Beginning at a point in the northerly easement line of said urban trail, which point is 15.00 feet perpendicularly distant northeasterly from the control line of said urban trail at Engineer Station 130+22.00 (Note: said point of beginning is 230.49 feet S. 0°01'26" E. along the section line and 2885.94 feet east from the Northwest Corner of said Section 26); and running thence N. 24°55'23" E. 37.03 feet; thence N. 44°25'20" W. 34.62 feet to a point of curvature with a 95.00-foot radius curve to the right; thence northwesterly and northerly 86.23 feet along the arc of said curve (Note: Chord to said curve bears N. 18°25'13" W. for a distance of 83.30 feet); thence S. 82°25'05" E. 23.00 feet; thence northerly and northeasterly 91.92 feet along the arc of a 72.00-foot radius non-tangent curve to the right (Note: Chord to said curve bears N. 44°09'16" E. for a distance of 85.80 feet) to the southerly right of way and no-access line of a freeway, Interstate Highway I-215; thence S. 64°48'05" E. 72.28 feet along said southerly right of way and no-access line to said northerly easement line; thence along said northerly easement line the following five (5) courses and distances: (1) N. 71°54'32" W. 38.63 feet to a point of curvature with a 55.00-foot radius curve to the left; thence westerly, southwest, southerly and southeasterly 146.40 feet along the arc of said curve (Note: Chord to said curve bears S. 31°50'04" W. for a distance of 106.85 feet) to a point of tangency; thence S. 44°25'20" E. 108.51 feet to a point of curvature with a 25.00-foot radius curve to the right; thence southeasterly, southerly, southwest, westerly and westerly 69.53 feet along the arc of said curve (Note: Chord to said curve bears S. 35°15'01" W. for a distance of 49.19 feet) to a point of tangency; thence N. 65°04'37" W. 74.43 feet to the point of beginning. The above described part of an entire tract contains 11,425 square feet or 0.262 acre.

## ALSO:

Beginning at a point in the northerly easement line of said urban trail, which point is 15.00 feet perpendicularly distant northerly from the control line of said urban trail at Engineer Station 127+01.25 (Note: said point of beginning is 102.82 feet S. 0°01'26" E. along the section line and 2590.96 feet east from the Northwest Corner of said Section 26); and running thence N. 20°42'54" E. 3.28 feet; thence S. 69°17'06" E. 24.88 feet; thence S. 20°42'54" W. 2.84 feet to said northerly easement line; thence N. 70°18'08" W. 24.88 feet along said northerly easement line to the point of beginning. The above described part of an entire tract contains 76 square feet or 0.002 acre.

(Note: Rotate above bearings 00°11'54" clockwise to equal Project No. F-LC35(166) bearings.)

The total area of above described part of an entire tract equals 71,631 square feet or 1.644 acre.

Continued on Page 6



**ACKNOWLEDGMENTS**

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

The foregoing Easement 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 foregoing Easement was acknowledged before me this day of \_\_\_\_\_, by  
Christine Meeker, in her capacity as City Recorder of Salt Lake City Corporation, a Utah municipal  
corporation.

\_\_\_\_\_  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

EXHIBIT E

WHEN RECORDED, MAIL TO:  
Salt Lake County  
c/o Walt Gilmore  
2001 South State Street  
Suite S4400  
Salt Lake City, Utah 84190

Affecting Tax ID No. 16-20-230-004  
16-20-230-005  
16-20-230-006  
16-20-232-004  
Non-Assessed Property

## Temporary Easement

(CITY)

Parcel No. F-LC35:2:CE  
F-LC35:2:2CE  
F-LC35:2:3CE  
F-LC35:2:4CE  
PNo. F-LC35(171)

Salt Lake County

Salt Lake City Corporation, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to SALT LAKE COUNTY, at 2001 South State Street, #S4400, Salt Lake City, Utah 84190, Grantee, for the sum of \_\_\_\_\_ Dollars,

### Parcel No. F-LC35:2:CE

a temporary easement, upon parts of an entire tract of property, in the NE1/4 of Section 20, and the SE1/4 of Section 21, T.1S., R.1E., S.L.B.&M., in Salt Lake County, Utah, for the purpose of facilitating construction of an urban recreational trail, Parley's Crossing Trail, known as Project No. F-LC35(171) and appurtenant parts thereof. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said parts of an entire tract are described as follows:

Beginning at a point on the west line of 1700 East street, which is East, 3,178.41 feet and South, 2,142.10 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big Field Survey; and running thence S.71°37'39"E., 78.42 feet; thence S.00°20'04"E., 51.54 feet; thence S.88°44'01"E., 9.78 feet; thence S.00°15'12"E., 12.00 feet; thence West, 7.32 feet to a point of tangency with a 27.00 foot radius curve to the right, having a central angle of 18°22'21"; thence westerly along the arc of said curve 8.66 feet; thence N.71°37'39"W., 93.42 feet to said west line; thence N.19°04'29"E. along said west line, 61.00 feet to the point of beginning.

Parcel No. F-LC35:2:CE  
F-LC35:2:2CE  
F-LC35:2:3CE  
F-LC35:2:4CE  
PNo. F-LC35 (171)

The above described parcel of land contains 5,553 square feet in area or 0.127 acres, more or less.

Also:

Parcel No. F-LC35:2:2CE

Beginning at a point which is East, 3,254.31 feet and South, 2,248.58 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big Field Survey; and running; thence East, 8.56 feet; thence S.00°14'59"E., 12.00 feet; thence N.89°44'59"W., 9.54 feet; thence N.04°26'50"E., 11.99 feet to the point of beginning.

The above described parcel of land contains 108 square feet in area or 0.002 acres, more or less.

Also:

Parcel No. F-LC35:2:3CE

Beginning at a point on the west line of the Sugarhouse Park boundary, which is East, 255.29 feet and South, 707.38 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big Field Survey; and running thence S.00°26'57"W. along said west line, 25.81 feet; thence S.48°14'06"W., 4.22 feet; thence S.00°24'00"W., 556.67 feet; thence S.66°36'10"E., 2.87 feet to said west line; thence S.00°26'57"W. along said west line, 25.03 feet to a point on a 91.00 foot radius curve to the right having a central angle of 55°24'03", (Note: radius bears N.20°10'56"E.); thence northwesterly along the arc of said curve 87.99 feet; thence N.14°25'01"W., 85.11 feet to a point of tangency with a 291.00 foot radius curve to the right, having a Central angle of 14°49'01"; thence northerly along the arc of said curve 75.25 feet; thence N.00°24'00"E., 94.79 feet; thence S.89°36'00"E., 10.67 feet; thence N.00°24'00"E., 55.05 feet; thence N.10°54'36"W., 25.50 feet; thence N.00°24'00"E., 123.77 feet; thence N.42°03'57"E., 125.56 feet to the point of beginning.

Less and excepting the following Salt Lake County Property located in the Northeast Quarter of Section 20, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being a part of that certain property described as Tax Parcel Number 16-20-232-002 and being the East 44.67 feet of Lot 55, Block 7, Union Heights Subdivision (there is no vesting document listed), as well as that property described as a portion of Parcel 3 in a title report prepared by Founder's Title Company, File No. F-00070390, effective date, February 7, 2007, more particularly described as follows:

Beginning at a point on the west line of the Sugarhouse Park Boundary, which is East, 253.68 feet and South, 913.52 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big

Parcel No. F-LC35:2:CE  
F-LC35:2:2CE  
F-LC35:2:3CE  
F-LC35:2:4CE  
PNo. F-LC35 (171)

Field Survey; and running thence S.00°26'57"W. along said west line, 9.13 feet; thence N.89°35'03"W., 44.67 feet; thence N.00°26'57"E., 9.13 feet; thence S.89°35'03"E., 44.67 feet to the point of beginning.

The above described parcel of land contains 41,309 square feet in area or 0.948 acres, more or less.

Also:

Parcel No. F-LC35:2:4CE

Beginning at a point on the east line of 1300 East street, which is East, 106.96 feet and South, 264.22 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big Field Survey; and running thence N.85°36'40"E., 152.35 feet; thence S.00°26'57"W., 55.67 feet; thence N.52°55'15"W., 78.10 feet; thence S.87°48'50"W., 89.22 feet to said east line; thence N.00°13'30"E. along said east line, 0.33 feet to the point of beginning.

The above described parcel of land contains 2,045 square feet in area or 0.047 acres, more or less.

The basis of bearings for these descriptions is S. 68°48'06" E., 3088.76 ft. between Station Pierce 93, a Salt Lake County Harn Point located near the southeast corner of Sugarhouse Park and Station 1S1E2110, a Salt Lake County control point, located on the west side of the 1700 East street overpass over Interstate 80.

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the day and year first above written.

SALT LAKE CITY CORPORATION

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By [Signature]  
Deputy District Attorney  
Date 7-29-09

Parcel No. F-LC35:2:CE  
F-LC35:2:2CE  
F-LC35:2:3CE  
F-LC35:2:4CE  
PNo. F-LC35(171)

ATTEST AND COUNTERSIGN:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
SENIOR CITY ATTORNEY

**ACKNOWLEDGMENTS**

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

The foregoing Easement 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 foregoing Easement was acknowledged before me this day of \_\_\_\_\_, by Christine Meeker, in her capacity as City Recorder of Salt Lake City Corporation, a Utah municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

EXHIBIT F

WHEN RECORDED, RETURN TO  
SALT LAKE COUNTY REAL  
ESTATE DIVISION

Affecting Tax ID No. 16-26-201-025

**Easement  
Temporary**

Parcel No. F-LC35:2:2EC rev  
Project No. F-LC35(166)

Salt Lake City Corporation, a municipal corporation of the State of Utah, Grantor, hereby GRANTS and CONVEYS to SALT LAKE COUNTY, at 2001 South State Street, #S4400, Salt Lake City, Utah 84190, Grantee, for the sum of Ten, Dollars and other valuable consideration,

a temporary easement being part of an entire tract of property in the NW1/4NE1/4 of Section 26, T.1S., R.1E., S.L.B.&M., in Salt Lake County, Utah, for the purpose of facilitating construction of an urban recreational trail, Parley's Crossing Trail, known as Project No. F-LC35(166) and appurtenant parts thereof. This temporary easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundary of said temporary easement is described as follows:

Beginning at the intersection of the southerly easement line of said urban trail and the westerly boundary line of said entire tract, which point is 15.00 feet perpendicularly distant southerly from the control line of said urban trail at Engineer Station 135+99.25, said point of beginning is S. 0°01'26" E. 146.71 feet along the section line and East 3,119.33 feet from the Northwest Corner of said Section 26; thence along said southerly easement line the following three (3) courses and distances: (1) S. 81°11'20" E. 46.42 feet to the point of tangency with a 85.00 foot radius curve to the right; (2) easterly 27.45 feet along the arc of said curve (chord bears S. 71°56'20" E. 27.33 feet), having a central angle of 18°30'00"; (3) S. 62°41'20" E. 5.67 feet; thence S. 27°18'40" W. 5.06 feet; thence N. 64°14'27" W. 12.94 feet; thence S. 24°10'07" E. 31.83 feet; thence S. 40°06'54" E. 24.82 feet; thence S. 32°17'14" E. 99.17 feet; thence S. 12°45'38" W. 52.07 feet to the westerly boundary line of said entire tract; thence N. 33°44'40" W. 240.16 feet along said westerly boundary line to the point of beginning. The above described temporary easement contains 8,113 square feet or 0.186 acre, more or less.

(Note: Rotate above bearings 00°11'54" clockwise to equal Project No. F-LC35(166) bearings.)

