CITY OF TAYLORSVILLE UTAH

CITY COUNCIL
AGENDA ITEM APPROVAL FORM

AGENDA ITEM INFORMATION

MEETING DATE:	AUGUST 3, 2022
AGENDA ITEM TITLE:	RESOLUTION NO. 22-12: A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY TO TRANSFER OWNERSHIP OF TWO PARKS TO THE CITY.
PUBLIC HEARING REQUIRED:	YES: ____ ____ NO: __X___
ORDINANCE REQUIRED:	YES: _____ NO: _____
RESOLUTION REQUIRED:	YES: __X___ NO: _____
PRESENTER:	JOHN TAYLOR
AGENDA ITEM SUMMARY: LIMIT 150 WORDS	Salt Lake County would like to transfer ownership of two parks within the boundaries of the City to the City. This resolution approves the interlocal cooperation agreement to convey the parks.

TAYLORSVILLE, UTAH
RESOLUTION NO. 22-12

A RESOLUTION OF THE CITY OF TAYLORSVILLE APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY TO TRANSFER OWNERSHIP OF TWO PARKS TO THE CITY.

WHEREAS, the Taylorsville City Council (the "Council") met in regular session on August 3, 2022, to consider, among other things, approving an interlocal cooperation agreement between Salt Lake County and the City to transfer ownership of two parks to the City; and

WHEREAS, 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; and

WHEREAS, the City and Salt Lake County (the "County") are public agencies as contemplated in UTAH CODE ANN. § 11-13-101, *et seq.*; and

WHEREAS, the County owns a parcel of real property known as Skyview Retention Basin Park located at approximately 6425 South 4015 West (Parcel No. 21-20-151-003), which is real property in the public use as a storm water retention basin and public park and for which the County granted the City a perpetual easement over a portion of the Skyview Retention Basin Park to construct a storm drain pipeline and related flood control structures and appurtenances; and

WHEREAS, the County also owns two adjacent parcels of real property known as Taylorsville Park located at approximately 4731 South Redwood Road (Parcel Nos. 21-10-201-035 and 21-10-201-036), which are in the public use as a public park; and

WHEREAS, after careful consideration, the Council has determined that it would be in the best interest of the health, safety, and welfare of the City's citizens to approve the proposed interlocal cooperation agreement, attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Taylorsville City Council that the proposed interlocal cooperation agreement is hereby approved.

This Resolution, assigned Resolution No. 22-12, shall take effect upon passage and approval.

PASSED AND APPROVED by the Taylorsville City Council this ____ day of _____, 2022.

TAYLORSVILLE CITY COUNCIL

By: _____
Chairperson

VOTING:

Bob Knudsen	Yea___	Nay___
Meredith Harker	Yea___	Nay___
Ernest Burgess	Yea___	Nay___
Anna Barbieri	Yea___	Nay___
Curt Cochran	Yea___	Nay___

PRESENTED to the Mayor of the City of Taylorsville for his approval this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

_____
Mayor Kristie S. Overson

ATTEST:

_____
Jamie Brooks, City Recorder

DEPOSITED in the Recorder's office this _____ day of _____, 2022.

POSTED this _____ day of _____, 2022.

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective this __ day of _____, 2022, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **CITY OF TAYLORSVILLE**, 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 City and the County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act).

D. The conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act.

E. The County owns a parcel of real property known as Skyview Detention Basin Park located at approximately 6425 South 4015 West (Parcel No. 21-20-151-003), which is real property in the public use as a storm water detention basin and public park. In 2002, the County granted the City a perpetual easement over a portion of the Skyview Detention Basin Park to construct a storm drain pipeline and related flood control structures and appurtenances.

F. The County also owns two adjacent parcels of real property known as Taylorsville Park located at approximately 4731 South Redwood Road (Parcel Nos. 21-10-201-035 and 21-10-201-036), which are in the public use as a public park. The land for Taylorsville Park was acquired using federal Land Water Conservation funds and is subject to restrictions on use.

G. Skyview Detention Basin Park and Taylorsville Park are collectively referred to as the "Parks."

H. The County desires to formally transfer and convey the Parks to the City, and the City desires to formally take and receive the Parks from the County, for the purposes and on the terms and conditions set forth in this Agreement.

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:

Section 1. **Conveyance**. The County shall convey the Parks to the City via quitclaim deeds for the purpose of operating and maintaining neighborhood detention basins/neighborhood parks. The City shall be solely responsible for maintaining the Parks and shall repair or replace improvements thereon as necessary to maintain their current function and use.

Section 2. **Consideration**. County and City agree that in consideration of the mutual benefit afforded the citizens of City and County, the restrictions on use identified in Section 3, and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the County will convey the Parks to City as outlined above.

Section 3. **Use Restriction**. The Parks shall be used by City solely for public park or storm water control purposes as follows:

A. The quitclaim deed conveying the Skyview Detention Basin Park ("Skyview Deed") shall include a perpetual restriction requiring the Skyview Detention Basin Park to be used by City or its successors in interest solely as a public park or open space, and in the event City ceases using any portion of the Park as a public park or open space, the Park will revert to County in its entirety. If the County elects to exercise this reversionary right, the County shall compensate the City for the depreciated value of its capital investment in Skyview Detention Basin Park during the time the park was owned by the City, excluding any funds that the City obtained from the County and applied toward such capital investment. In addition, the Skyview Deed shall include a perpetual restriction requiring Skyview Detention Basin Park to be used as a detention basin unless or until storm water is redirected to another location. The form of the Skyview Deed is attached hereto as Exhibit A.

B. The quitclaim deed conveying the Taylorsville Park ("Taylorsville Deed") shall include a perpetual restriction requiring the Taylorsville Park to be used by City or its successors in interest solely as a public park or open space, and in the event City ceases using any portion of Taylorsville Park as a public park or open space without complying with federal Land Water Conservation laws and regulations and replacing the portion of Taylorsville Park that it ceases to use a public park or open space with an equally sized area within City boundaries, Taylorsville Park will revert to County in its entirety. If the County elects to exercise this reversionary right, the County shall compensate the City for the depreciated value of its capital investment in Taylorsville Park during the time the park was owned by the City, excluding any funds that the City obtained from the County and applied toward such capital investment. Language shall also be included in the Taylorsville Deed to specifically refer to the federal Land Water Conservation regulations. The form of the Taylorsville Deed is attached hereto as Exhibit B.

Section 4. **Operation of Detention Basin**. Upon transfer of the Skyview Detention Basin Park to City, City shall be solely responsible for the operation and maintenance of the detention basin located thereon. Unless otherwise provided for in a separate maintenance agreement between City and County, City shall indemnify County from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, City's operation and maintenance of the detention basin on Skyview Detention Basin Park or any act or

omission of City, any independent contractor retained by City, or anyone directly or indirectly employed by them, while working on and/or maintaining the detention basin.

Section 5. **Duration and Termination**. This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the conveyance of the Parks shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to real property contemplated by this Agreement shall so survive such exchange of title and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than fifty (50) years.

Section 6. **Additional Interlocal Act Provisions**. In compliance with the requirements of the Act and other applicable law:

(a) *No Interlocal Entity*. The Parties agree that they do not by this Agreement create an interlocal entity.

(b) *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 Manager or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of in accordance with this Agreement.

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

(d) *Attorney Review*. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) *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.

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

Section 7. **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 in this Agreement.

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

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

(k) *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.

(l) *Governmental Immunity*. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) *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 Agreement upon any contract, 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 County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); 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 or County ordinances.

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

SALT LAKE COUNTY

By: _____
Mayor or Designee

Recommended for Approval:

_____
Director of Salt Lake County Parks and Recreation

Recommended for Approval:

_____
Director of Salt Lake County Public Works

Reviewed As To Form and Legality:

_____
R. Christopher Preston, Deputy District Attorney

[Additional Signatures on Following Page]

CITY OF TAYLORSVILLE, Utah municipality

By _____
Kristie Overson, Mayor

Recommended for Approval:

_____
Taylorsville City Engineer

ATTEST:

_____
Jamie Brooks, City Recorder

Approved As To Form and Legality:

_____
_____, City Attorney

Exhibit A
To Interlocal Cooperation Agreement
Skyview Detention Basin Park Quitclaim Deed

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

Parcel No. 3879.001
Tax Serial No. 21-20-151-003
Surveyor WO: W081720024

QUITCLAIM DEED
Salt Lake County

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to the CITY OF TAYLORSVILLE, a municipal corporation and political subdivision of the state of Utah, GRANTEE, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

Subject to the perpetual restriction that Grantee, or its successors and assigns, shall use the Property solely as open space or a public park. In the event that Grantee ceases using any portion of the Property as open space or a public park, title to the entire Property will automatically revert to Grantor. If the Property reverts to Grantor, Grantor shall compensate Grantee for the depreciated value of its capital investment in the Property during the time the Property was owned by Grantee, excluding any funds that Grantee obtained from Grantor and applied toward such capital investment.

Subject further to the perpetual restriction that Grantee, or its successors and assigns, shall also use the Property as a detention basin unless or until storm water is redirected to another location.

IN WITNESS WHEREOF, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____day of _____, 20 _____.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
MAYOR or DESIGNEE

By: _____
COUNTY CLERK

Acknowledgements on Following Page

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

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that __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.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____
My Commission Expires: _____
Residing in: _____

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

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that __he is the CLERK of Salt Lake County and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____
My Commission Expires: _____
Residing in: _____

(EXHIBIT A)

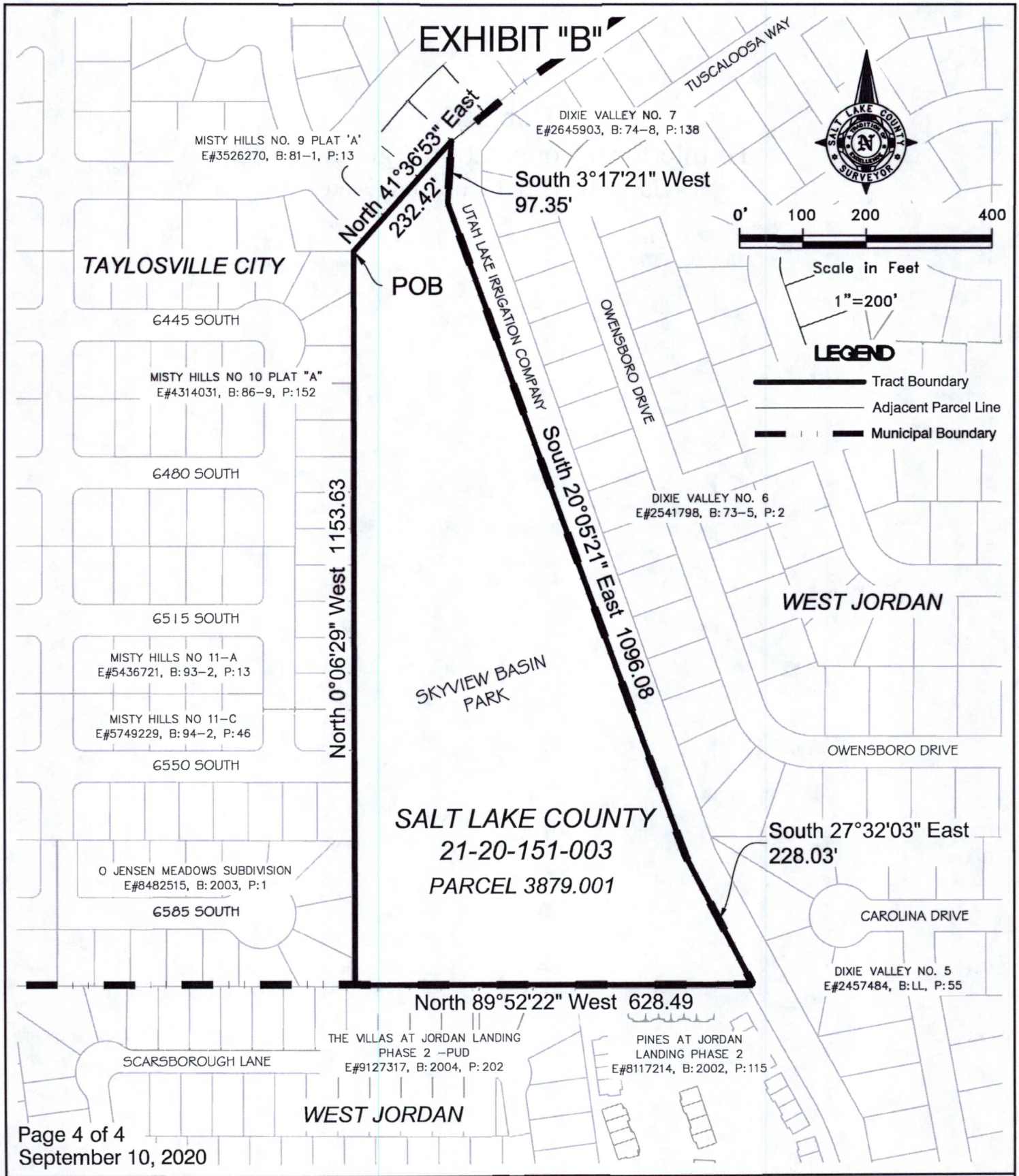
"SKYVIEW BASIN PARK"

An entire tract of land described in that Special Warranty Deed recorded October 17, 1980 as Entry No. 3491239 in Book 5165, at Page 1342 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Northwest Quarter of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

BEGINNING at a point which is South 0°06'29" East along the Section Line 1483.69 feet from the Northwest Corner of Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 41°36'53" East 232.42 feet to the West Right of Way Line of the Utah Lake Irrigation Canal and running thence along said Right of Way Line as follows: South 3°17'21" West 97.35 feet; thence South 20°05'21" East 1096.08 feet; thence South 27°32'03" East 228.03 feet to a point on a fence line; thence leaving said Right of Way line North 89°52'22" West along said fence line 628.49 feet to a fence corner; said fence corner also being on the Section Line thence along said Section Line North 0°06'29" West 1153.63 feet to the point of BEGINNING.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: South 0°06'29" East along the Section line between the Northwest Corner and the West Quarter Corner of said Section 20, Township 2 South, Range 1 West, Salt Lake Base and Meridian.



SALT LAKE COUNTY
Skyview Basin Park

Prepared for:
Salt Lake County Real Estate

Sec. 20, T.2S., R.1W., S.L.B.&M.
Work Order No. W081720024 Real Estate No. 3879

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor
2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Exhibit B
To Interlocal Cooperation Agreement
Taylorsville Park Quitclaim Deed

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

Parcel No. 3880.001
Tax Serial No.(s) 21-10-201-035,
21-10-201-036
Surveyor WO: W081720029

QUITCLAIM DEED
Salt Lake County

SALT LAKE COUNTY a body corporate and politic of the State of Utah on behalf of Salt Lake County, a political subdivision of the State of Utah and Salt Lake County Recreation Department, GRANTOR, hereby Quitclaim(s) to CITY OF TAYLORSVILLE, a municipal corporation and political subdivision of the state of Utah, GRANTEE, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah (the "Property"), to wit:

(SEE EXHIBIT A)

Subject to the perpetual restriction that Grantee, or its successors and assigns, shall use the Property solely as open space or a public park. In the event that Grantee ceases using any portion of the Property as open space or a public park without complying with federal Land Water Conservation laws and regulations and replacing the portion of the Property that it ceases to use a public park or open space with an equally sized area within Taylorsville City boundaries, title to the entire Property will automatically revert to Grantor. If the Property reverts to Grantor, Grantor shall compensate Grantee for the depreciated value of its capital investment in the Property during the time the Property was owned by Grantee, excluding any funds that Grantee obtained from Grantor and applied toward such capital investment.

Notice of Limitation of Use. This Property has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended (Public Law 88-5778; currently codified at 54 U.S.C. 2003 *et seq.*). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if the Secretary finds it to be in accordance with the then existing statewide comprehensive outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

[Signatures on Following Page]

IN WITNESS WHEREOF, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____day of _____, 20 _____.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
MAYOR or DESIGNEE

By: _____
COUNTY CLERK

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

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that __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.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____
My Commission Expires: _____
Residing in: _____

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

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that __he is the CLERK of Salt Lake County and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____
My Commission Expires: _____
Residing in: _____

(EXHIBIT A)

"TAYLORSVILLE PARK"

Parcel 21-10-201-035

The remaining portion of an entire tract of land described in that Warranty Deed recorded December 4, 1959 as Entry No. 1689585 in Book 1671, at Page 19 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Northeast Quarter of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point South 100 feet and East 153 feet from the North Quarter corner of Section 10, Township 2 South, Range 1 West, Salt Lake Base & Meridian, and running thence South 65 feet; thence West 120 feet, to the East Line of Redwood Road; thence South, along the East line of Redwood Road, 372.92 feet; thence East 764.96 feet; thence South 57 feet; thence East 33 feet; thence North 175 feet more or less to center of canal; thence northwesterly along canal to a point 359 feet East of the place of beginning; thence West 359 feet to the place of beginning.

ALSO AND INCLUDING,

Parcel 21-10-201-035

The remaining portion of an entire tract of land described in that Special Warranty Deed recorded October 9, 1952 9 as Entry No. 1302929 in Book 959, at Page 140 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Northeast Quarter of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Beginning in the East line of Redwood Road, 2 rods East of the North quarter corner of Section 10, Township 2 South, Range 1 West, Salt Lake Base & Meridian, and running thence South along the East line of Redwood Road, 100 feet; thence East 479 feet, to a point in the center of canal; thence Northwesterly, along said canal center, 123.2 feet, to point due East of place of beginning; thence West 407 feet, to the place of beginning.

Parcel 21-10-201-036

All of an entire tract described in that Warranty Deed recorded May 2, 1969 as Entry No. 2286371 in Book 2751, at Page 215 in the Office of the Salt Lake County Recorder. Said entire

tract is located in the Northeast Quarter of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

> Beginning at a point on the east line of Redwood Road, 33 feet East and 100 feet South from the Northwest corner of the Northeast Quarter of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 120 feet; thence South 65 feet; thence West 120 feet; thence North along the east line of said road 65 feet to the point of beginning.

LESS AND EXCEPTING an entire tract described in that Quit Claim Deed recorded October 29, 2010 as Entry No. 11064228 in Book 9874, at Page 327 in the Office of said Recorder

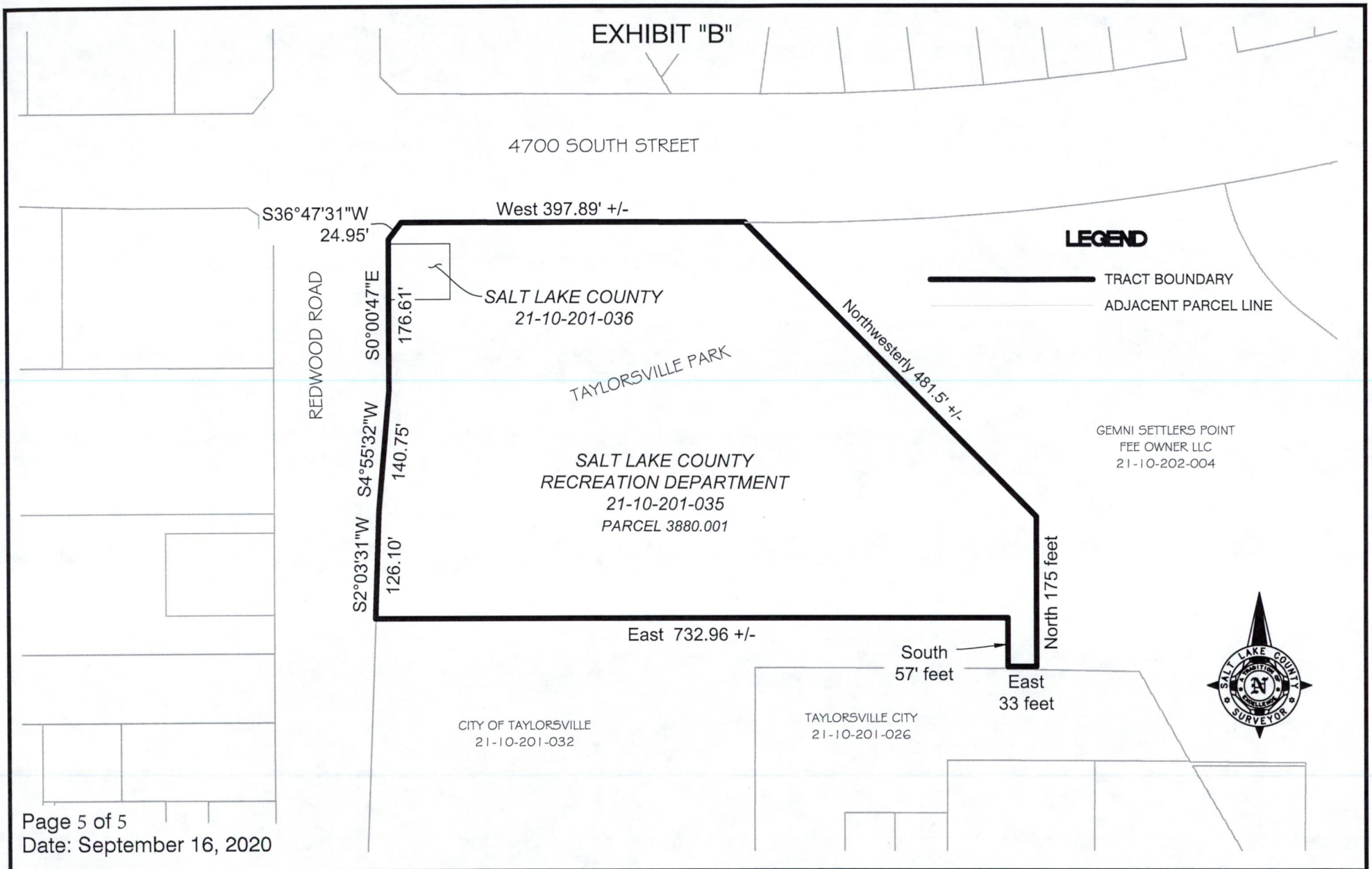
LESS AND EXCEPTING an entire tract described in that Quit Claim Deed recorded June 12, 1972 as Entry No. 2462514 in Book 3085, at Page 341 in the Office of said Recorder.

LESS AND EXCEPTING an entire tract described in that Quit Claim Deed recorded October 15, 1959 as Entry No. 1680614 in Book 1657, at Page 362 in the Office of said Recorder.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: South along the Section line between the North Quarter Corner and the Center of said Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT "B"



Page 5 of 5
Date: September 16, 2020

SALT LAKE COUNTY
TAYLORSVILLE PARK

Prepared for:
SALT LAKE COUNTY REAL ESTATE

Sec. 10, T.2S, R.1W, S.L.B.&M.
Work Order No. W081720029 Real Estate No. 3880

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

0' 75 150 300
Scale in Feet
1"=150'

Prepared By:	BFM	Date: 09/16/2020
Surveyed By:	XXX	Date: ??/??/??
Checked By:	SVK	Date: 09/18/2020