

RESOLUTION NO. _____

DATE: _____

**A RESOLUTION OF THE SALT LAKE
COUNTY COUNCIL APPROVING ADOPTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY FOR ITS
DIVISION OF PARKS AND RECREATION AND CANYONS SCHOOL DISTRICT FOR
AN EASEMENT ACROSS EDMONT ELEMENTARY FOR CONSTRUCTION AND
OPERATION OF THE WHITE CITY CANAL TRAIL**

WHEREAS, Salt Lake County for its Division of Parks and Recreation (“County”) and Canyons School District, (“District”) desire to enter into an Interlocal Cooperation Agreement (“the Agreement”) whereby the County desires access across District’s Edgemont Elementary to construct and maintain its White City Canal Trail; and

WHEREAS, the Agreement will require the County to construct the White City Canal Trail through Edgemont Elementary; and

WHEREAS, in exchange for \$50,000, the District will grant the County a perpetual access easement and a temporary construction easement in order to fulfill the County’s requirement to construct and maintain its White City Canal Trail; and

WHEREAS, the adoption of the Agreement is in the best interests of the parties and in furtherance of the public interest; and

WHEREAS, the adoption of the Agreement is made pursuant to the Utah Interlocal Cooperation Act, U.C.A. § 11-13-101 *et seq.*;

NOW, THEREFORE, be it resolved by the Salt Lake County Council that the Interlocal Cooperation Agreement between the County and the District be accepted and approved and the Mayor of Salt Lake County is hereby authorized to execute the Interlocal Cooperation Agreement.

DATED this ___ day of _____, 2018.

SALT LAKE COUNTY

By _____
Aimee Winder Newton, Chair

ATTEST:

Salt Lake County Clerk

Voting:

- Council Member Bradley voting _____
- Council Member Bradshaw voting _____
- Council Member Burdick voting _____
- Council Member DeBry voting _____
- Council Member Granato voting _____
- Council Member Jensen voting _____
- Council Member Snelgrove voting _____
- Council Member Wilson voting _____
- Council Member Winder Newton _____

Approved as to Form: Digitally signed by Megan Smith
 DN: dc=org, dc=slcounty, ou=Departments, ou=District Attorney, ou=Users, ou=GC, cn=Megan Smith, email=MeSmith@slco.org
 Date: 2018.08.13 13:46:58
 06'00'

Megan L. Smith

By: _____
 Megan L. Smith
 Deputy District Attorney

DA # 18-10932

Interlocal Cooperation Agreement

This INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2018 by SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah for its Division of Parks and Recreation and the CANYONS SCHOOL DISTRICT ("District"), a school district under the laws of the State of Utah.

RECITALS:

A. The County and the District 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).

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. County is in the process of constructing a pedestrian trail known as "White City Canal Trail" from Carnation Dr. South to Big Bear Park along the Sandy Canal corridor, including a pedestrian bridge; and

D. To construct its White City Canal Trail, County desires access through District's Edgemont Elementary, located at 1085 E. Galena Dr., Sandy, Utah; and

E. District is willing to grant and convey to County a perpetual easement and a temporary construction easement over its Edgemont Elementary in accordance with the terms and conditions of this Agreement; and

F. District acknowledges it will benefit from construction of the pedestrian trail and related improvements to be constructed by County; and

G. County acknowledges that District may need to amend the conveyed perpetual easement in order to update its school building and when that need should occur, County acknowledges its duty to engage with District to amend the perpetual easement and relocate the section of the White City Canal Trail located at Edgemont Elementary at its own expense; and

H. The terms offered by the County for easements upon the District's Edgemont Elementary have been determined to be fair and adequate consideration for said easements by the Parties.

I. Pursuant to the authority granted by the Interlocal Cooperation Act, the Parties mutually desire to enter into this Agreement.

A G R E E M E N T:

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

ARTICLE 1

1. County shall construct a pedestrian trail known as White City Canal Trail (the "Trail") as part of Sandy City's trail master plan, a portion of which will be constructed across District's Edgemont Elementary (the "Elementary"). As between the Parties, County shall be the sole owner of the Trail and shall reserve the right to transfer ownership to another public entity as desired. County shall timely restore any improvements at the Elementary that are impacted by such construction, including landscaping and sprinkling systems. County or its successor in interest shall have the sole continuing obligation to maintain and repair the Trail. Plans for the portion of the Trail crossing the Elementary are attached hereto as Exhibit "A".
2. County shall install a 42" high chain link fence on the school side of the trail across the length that the trail crosses the Elementary.
3. In exchange for Fifty Thousand Dollars (\$50,000) from County, District shall convey to County a perpetual easement for the Trail, attached hereto as Exhibit "B". District shall also convey to County temporary construction easement attached hereto as Exhibit "C".
4. County or its successor in interest of the Trail shall relocate the Trail to an area identified in an amended perpetual easement upon request from District if District's re-construction of the Elementary requires encroachment upon said Trail. In such case, District shall aid County or its successor in interest with realigning the Trail to another location at the Elementary to re-connect the Trail, at the sole expense of the County or the County's successor in interest for the Trail. County or its successor in interest of the Trail shall also aid the District to amend the Easement attached hereto as Exhibit B to reflect the new location of the Trail
5. As further consideration for the conveyance of the easements from District to County, County shall ensure that the Elementary is connected to the Trail in a welcoming and useable fashion. No other consideration is required.

ARTICLE 2 ADDITIONAL PROVISIONS

Section 2.1 **General Provisions.** The following provisions are also integral parts of this Agreement:

- (a) **Duration.** This Agreement shall take effect upon execution and terminate upon the performance by the parties of all the obligations described herein or by mutual agreement of

the parties. Unless otherwise provided, any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

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

(c) *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.

(d) *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.

(e) *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.

(f) *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.

(g) *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.

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

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

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

(k) *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.

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

(m) *Joint Board*. As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board

consisting of the County's designee and the District's designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

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

(o) Manner of Acquiring, Holding or Disposing of Property. The real property interest 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.

(p) 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.

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

(r) 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 (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 Salt Lake County ordinances.

(s) Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and District for approval in accordance with Utah Code Ann. § 11-13-202.5.

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

SALT LAKE COUNTY

By: Kimberly Barron
Mayor or Designee

Division Approval:

By: [Signature]
Director or Designee

Department Approval:

By: [Signature]
Director or Designee

APPROVED AS TO FORM:

Megan L. Smith
Deputy District Attorney
DN: dc=org, dc=saltcounty, ou=Departments, ou=District Attorney, ou=Users, ou=GC, cn=Megan Smith, email=MSmith@slicco.org, Date: 2018.08.13 13:37:42 -06'00'

BOARD OF EDUCATION FOR CANYONS SCHOOL DISTRICT

By: [Signature]
Title: Business Administrator
Date: 8/15/18

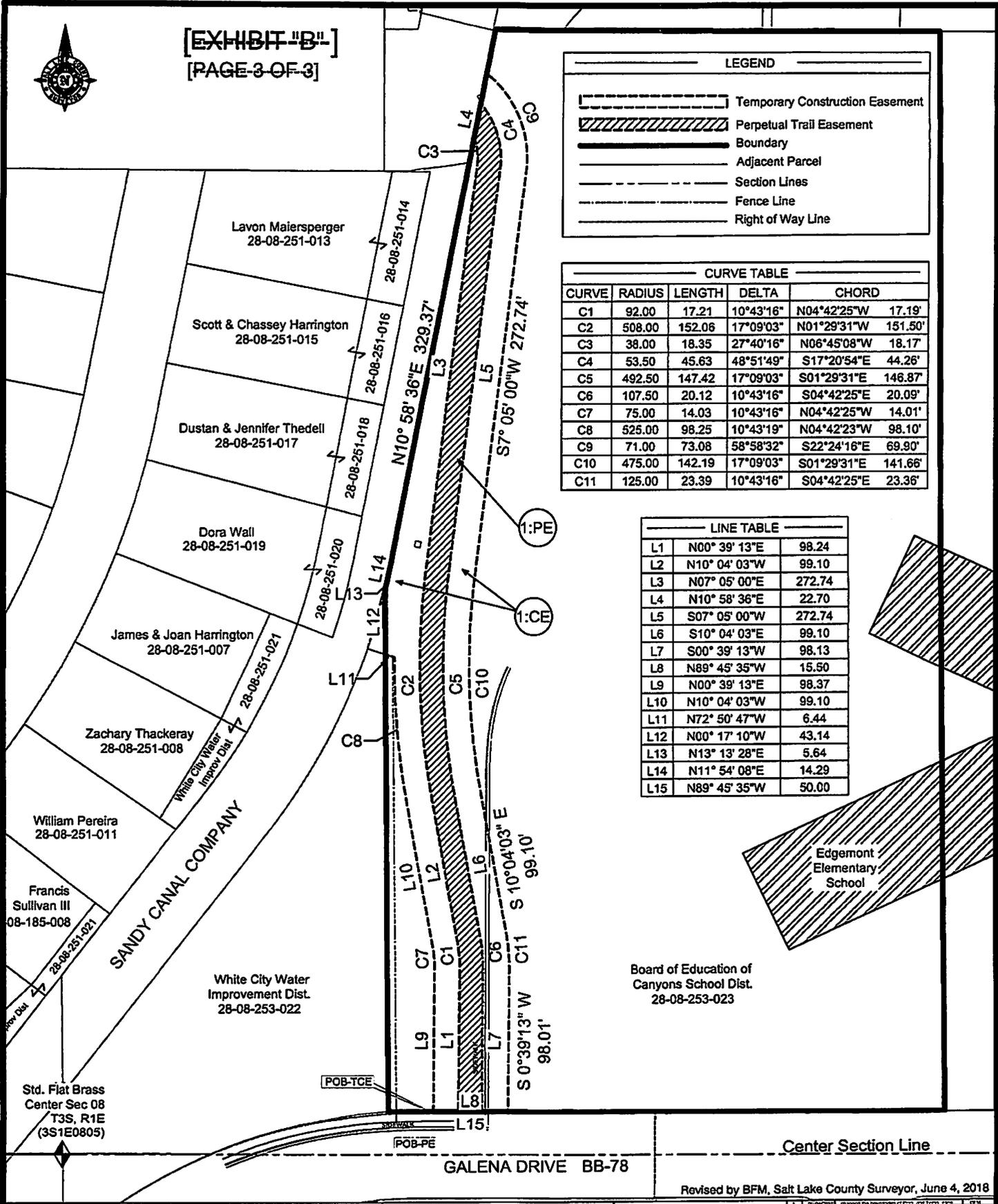
APPROVED AS TO FORM:

[Signature]
Attorney for Canyons School District

Exhibit A
Plans for Trail at Edgemont Elementary



[EXHIBIT "B"]
[PAGE 3 OF 3]



LEGEND

- Temporary Construction Easement
- Perpetual Trail Easement
- Boundary
- Adjacent Parcel
- Section Lines
- Fence Line
- Right of Way Line

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD
C1	92.00	17.21	10°43'16"	N04°42'25"W 17.19'
C2	508.00	152.06	17°09'03"	N01°29'31"W 151.50'
C3	38.00	18.35	27°40'16"	N06°45'08"W 18.17'
C4	53.50	45.63	48°51'49"	S17°20'54"E 44.26'
C5	492.50	147.42	17°09'03"	S01°29'31"E 146.87'
C6	107.50	20.12	10°43'16"	S04°42'25"E 20.09'
C7	75.00	14.03	10°43'16"	N04°42'25"W 14.01'
C8	525.00	98.25	10°43'19"	N04°42'23"W 98.10'
C9	71.00	73.08	58°58'32"	S22°24'16"E 69.90'
C10	475.00	142.19	17°09'03"	S01°29'31"E 141.66'
C11	125.00	23.39	10°43'16"	S04°42'25"E 23.36'

LINE TABLE

L1	N00° 39' 13"E	98.24
L2	N10° 04' 03"W	99.10
L3	N07° 05' 00"E	272.74
L4	N10° 58' 36"E	22.70
L5	S07° 05' 00"W	272.74
L6	S10° 04' 03"E	99.10
L7	S00° 39' 13"W	98.13
L8	N89° 45' 35"W	15.50
L9	N00° 39' 13"E	98.37
L10	N10° 04' 03"W	99.10
L11	N72° 50' 47"W	6.44
L12	N00° 17' 10"W	43.14
L13	N13° 13' 28"E	5.64
L14	N11° 54' 08"E	14.29
L15	N89° 45' 35"W	50.00

Board of Education of
Canyons School Dist.
28-08-253-023



Center Section Line
Revised by BFM, Salt Lake County Surveyor, June 4, 2018

Exhibit B
Easement for Trail

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-100
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

PERPETUAL EASEMENT
School District

*Parcel No. 1:PE
Project No. White City Canal Trail
Tax Parcel No. 28-08-253-023
Surveyor WO No. SU20170125*

THE BOARD OF EDUCATION OF THE CANYONS SCHOOL DISTRICT, a Utah Corporation, GRANTOR, of Salt Lake County, State of Utah, hereby Grant(s) and Convey(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a non-exclusive perpetual easement under, over and across the following described property incidental to the construction, operation, maintenance, inspection, cleaning, repair and alteration of a Salt Lake County project known as White City Canal Trail (the "Easement Area") to wit:

(SEE EXHIBIT "A")

Grantor reserves the right to relocate the White City Canal Trail at Grantee's expense to a new location on Grantor's property should such relocation be required for Grantor to construct a new school building. If relocation is required, Grantor and Grantee shall execute an amendment to this instrument setting forth a revised easement area.

IN WITNESS WHEREOF, THE BOARD OF EDUCATION OF THE CANYONS SCHOOL DISTRICT has caused this instrument to be executed by its proper officers hereunto duly authorized, this _____ day of _____ 20_____.

THE BOARD OF EDUCATION OF THE
CANYONS SCHOOL DISTRICT
Corporation

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

By _____

By _____

On the date first above written personally appeared before me _____ and _____, who, being by me duly sworn said that he/she/they is/are the president/vice president and president/vice president THE BOARD OF EDUCATION OF THE CANYONS SCHOOL DISTRICT, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors or by authority of its Articles of Incorporation and the said _____ and _____ acknowledged to me that said corporation executed the same.

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

My Commission Expires: _____

Notary Public

Residing in: _____

EXHIBIT "A"

A 15.50 – foot wide perpetual easement being part of an entire tract of land located in the Northeast Quarter of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said entire tract is described in that Warranty Deed recorded as Entry No. 1414062, in Book 1172, on Page 368, Salt Lake County Recorder's Office. The boundary of said perpetual easement is described as follows:

Beginning at a point on the northerly right of way line of Galena Drive, as platted and recorded in Book BB, Page 78, in the office of said Salt Lake County Recorder, at a point 263.36 feet S. 89°45'35" E. along the center section line and 30.00 feet N. 00°14'25" E. from the Center of said Section 8; thence N. 00°39'13" E. 98.24 feet to the point of tangency with a 92.00 foot radius curve to the left; thence Northerly 17.21 feet along the arc of said curve, (chord bears N. 04°42'25" W. 17.19 feet) having a central angle of 10°43'16"; thence N. 10°04'03" W. 99.10 feet to the point of tangency with a 508.00 foot radius curve to the right; thence Northerly 152.06 feet along the arc of said curve (chord bears N. 01°29'31" W. 151.50 feet) having a central angle of 17°09'03"; thence N. 07°05'00" E. 272.74 feet to the point of tangency with a 38.00 foot radius curve to the left; thence Northerly 18.35 feet along the arc of said curve, (chord bears N. 06°45'08" W. 18.17 feet) having a central angle of 27°40'16", to the westerly boundary line of said entire tract and the easterly boundary line of the Sandy Canal Company parcel; thence N. 10°58'36" E. 22.70 feet along said boundary lines to a point of non-tangency with a 53.50 foot radius curve to the right; thence Southeasterly 45.63 feet along the arc of said curve, bearing to radius point is S. 48°13'11" W. (chord bears S. 17°20'54" E. 44.26 feet) having a central angle of 48°51'49"; thence S. 07°05'00" W. 272.74 feet to the point of tangency with a 492.50 foot radius curve to the left; thence Southerly 147.42 feet along the arc of said curve (chord bears S. 01°29'31" E. 146.87 feet) having a central angle of 17°09'03"; thence S. 10°04'03" E. 99.10 feet to the point of tangency with a 107.50 foot radius curve to the right; thence Southerly 20.12 feet along the arc of said curve (chord bears S. 04°42'25" E. 20.09 feet) having a central angle of 10°43'16"; thence S. 00°39'13" W. 98.13 feet to said northerly right of way line of Galena Drive; thence N. 89°45'35" W. 15.50 feet along said northerly right of way line to the point of beginning.

The above described perpetual easement contains 10,400 square feet in area or 0.239 acres more or less.

EXHIBIT "B"

By this reference, made a part hereof.

BASIS OF BEARING:

The Basis of Bearing is S. 89°45'35" E. along the center section line between the Center Section corner and the East Quarter corner of said Section 08, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

Exhibit C
Temporary Construction Easement 1

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-100
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

**TEMPORARY CONSTRUCTION
EASEMENT
School District**

Parcel No. 1:CE
Project No. White City Canal Trail
Tax Serial No. 28-08-253-023
Surveyor WO. SU20170125

THE BOARD OF EDUCATION OF THE CANYONS SCHOOL DISTRICT, a Utah Corporation, GRANTOR, of Salt Lake County, State of Utah, hereby Grant(s) and Convey(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a temporary construction easement under, over and across the following described property incidental to the construction, operation, maintenance, inspection, cleaning, repair and alteration of a Salt Lake County project known as White City Canal Trail to wit:

(SEE EXHIBIT "A")

This temporary construction easement is taken for a _____ month period to commence with construction, and unless the construction contemplated hereunder is completed prior thereto, this temporary construction easement will expire of its own terms on _____, 20____.

IN WITNESS WHEREOF, said _____ has caused this instrument to be executed by its proper officers hereunto duly authorized, this _____ day of _____ 20____.

THE BOARD OF EDUCATION OF THE
CANYONS SCHOOL DISTRICT
Corporation

By _____

By _____

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

On the date first above written personally appeared before me _____ and _____, who, being by me duly sworn said that he/she/they is/are the president/vice president and president/vice president of THE BOARD OF EDUCATION OF THE CANYONS SCHOOL DISTRICT, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors or by authority of its Articles of Incorporation and the said _____ and _____ acknowledged to me that said corporation executed the same.

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

My Commission Expires: _____

Notary Public

Residing in: _____

EXHIBIT "A"

A temporary construction easement being part of an entire tract of land located in the Northeast Quarter of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said entire tract is described in that Warranty Deed recorded as Entry No. 1414062, in Book 1172, on Page 368, Salt Lake County Recorder's Office. The boundary of said temporary construction easement is described as follows:

Beginning at a point on the northerly right of way line of Galena Drive, as platted and recorded in Book BB, Page 78, Salt Lake County Recorder's Office, at a point 246.53 feet S. 89°45'35" E. along the center section line and 30.00 feet N. 00°14'25" E. from the Center of said Section 8; thence N. 00°39'13" E. 98.37 feet to the point of tangency with a 75.00 foot radius curve to the left; thence Northerly 14.03 feet along the arc of said curve, (chord bears N. 04°42'25" W. 14.01 feet) having a central angle of 10°43'16"; thence N. 10°04'03" W. 99.10 feet to the point of tangency with a 525.00 foot radius curve to the right; thence Northerly 98.25 feet along the arc of said curve, (chord bears N. 04°42'23" W. 98.10 feet) having a central angle of 10°43'19"; thence N. 72°50'47" W. 6.44 feet to the westerly boundary line of said entire tract; thence N. 00°17'10" W. 43.14 feet along said westerly boundary line to the easterly boundary line of the Sandy Canal Company parcel; thence Northerly along said westerly boundary line and easterly canal boundary line the following (3) courses: 1) N. 13°13'28" E. 5.64 feet; 2) N. 11°54'08" E. 14.29 feet; 3) N. 10°58'36" E. 329.37 feet to a point of non-tangency with a 71.00 foot radius curve to the right; thence Southeasterly 73.08 feet along the arc of said curve, bearing to radius point is S. 38°06'28" W. (chord bears S. 22°24'16" E. 69.90 feet) having a central angle of 58°58'32"; thence S. 07°05'00" W. 272.74 feet to the point of tangency with a 475.00 foot radius curve to the left; thence Southerly 142.19 feet along the arc of said curve (chord bears S. 01°29'31" E. 141.66 feet) having a central angle of 17°09'03"; thence S. 10°04'03" E. 99.10 feet to the point of tangency with a 125.00 foot radius curve to the right; thence Southerly 23.39 feet along the arc of said curve (chord bears S. 04°42'25" E. 23.36 feet) having a central angle of 10°43'16"; thence S. 00°39'13" W. 98.01 feet to said northerly right of way line of Galena Drive; thence N. 89°45'35" W. 50.00 feet along said northerly right of way line to the point of beginning.

The above described temporary easement contains 33,365 square feet in area or 0.766 acres more or less

Less and excepting the following described perpetual easement:

Beginning at a point on the northerly right of way line of Galena Drive, as platted and recorded in Book BB, Page 78, in the office of said Salt Lake County Recorder, at a point 263.36 feet S. 89°45'35" E. along the center section line and 30.00 feet N. 00°14'25" E. from the Center of said Section 8; thence N. 00°39'13" E. 98.24 feet to the point of tangency with a 92.00 foot radius curve to the left; thence Northerly 17.21 feet along the arc of said curve, (chord bears N. 04°42'25" W. 17.19 feet) having a central angle of 10°43'16"; thence N. 10°04'03" W. 99.10 feet to the point of tangency with a 508.00 foot radius curve to the right; thence Northerly 152.06 feet along the arc of said curve (chord bears N. 01°29'31" W. 151.50 feet) having a central angle of 17°09'03"; thence N. 07°05'00" E. 272.74 feet to the point of tangency with a 38.00 foot radius curve to the left; thence Northerly 18.35 feet along the arc of said curve, (chord bears N. 06°45'08" W. 18.17 feet) having a central angle of 27°40'16", to the westerly boundary line of said entire tract and the easterly boundary line of the Sandy Canal Company parcel; thence N. 10°58'36" E. 22.70 feet along said boundary lines to a point of non-tangency with a 53.50 foot radius curve to the right; thence Southeasterly 45.63 feet along the arc of said curve, bearing to radius point is S. 48°13'11" W. (chord bears S. 17°20'54" E. 44.26 feet) having a central angle of 48°51'49"; thence S. 07°05'00" W. 272.74 feet to the point of tangency with a 492.50 foot radius curve to the left; thence Southerly 147.42 feet along the arc of said curve (chord bears S. 01°29'31" E. 146.87 feet) having a central angle of 17°09'03"; thence S. 10°04'03" E. 99.10 feet to the point of tangency with a 107.50 foot radius curve to the right; thence Southerly 20.12 feet along the arc of said curve (chord bears S. 04°42'25" E. 20.09 feet) having a central angle of 10°43'16"; thence S. 00°39'13" W. 98.13 feet to said northerly right of way line of Galena Drive; thence N. 89°45'35" W. 15.50 feet along said northerly right of way line to the point of beginning.

The above described perpetual easement contains 10,400 square feet in area or 0.239 acres more or less.

Balance for the temporary construction easement equals 22,965 square feet in area, or 0.391 acre, more or less.

EXHIBIT "B"

By this reference, made a part hereof.

BASIS OF BEARING:

The Basis of Bearing is S. 89°45'35" E. along the center section line between the Center Section corner and the East Quarter corner of said Section 08, Township 3 South, Range 1 East, Salt Lake Base and Meridian.