

SALT LAKE COUNTY RESOLUTION

RESOLUTION NO. _____, 2022

RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING THE CORPORATION OF THE EPISCOPAL CHURCH IN UTAH TO USE A PORTION OF A SALT LAKE COUNTY OWNED PARCEL.

- A. Pursuant to Utah Code Annotated Section 17-50-303(3), a county may appropriate money to or provide nonmonetary assistance to a nonprofit entity if, in the judgment of the county legislative body, the assistance contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of county residents.
- B. The Corporation of the Episcopal Church in Utah (“Episcopal Church”) is a non-profit organization with operations in Salt Lake County and operates a summer youth camp known as Camp Tuttle (“Camp Tuttle”).
- C. Salt Lake County owns a parcel located approximately at 7655 E. Big Cottonwood Road, Salt Lake City, Utah 84121, as more particularly described in the License to Use Property in Attachment A to this resolution (the “Property”).
- D. The Salt Lake County Council desires to allow Episcopal Church non-exclusive access to use a portion of the Property as further described in the License to Use Property agreement in Attachment A.

E. The Salt Lake County Council finds that this contribution will benefit the residents of Salt Lake County by allowing the continued operation of portions of Camp Tuttle contributing to the safety, health, prosperity, moral well-being, peace, order, comfort, and/or convenience of county residents.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the Salt Lake County Council that:

1. The Salt Lake County Mayor is authorized to execute an agreement in substantially the same form as found in Attachment A.
2. In the judgement of the Salt Lake County Council, allowing the use of the Property for the operation of Camp Tuttle at not fee or cost contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of Salt Lake County residents.

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Winder-Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____

APPROVED AS TO FORM:

Deputy District Attorney

Attachment A

LICENSE TO USE PROPERTY

THIS LICENSE is between Salt Lake County, a body corporate and politic of the State of Utah, hereinafter “Licensor or County” and The Corporation of the Episcopal Church in Utah, a Utah non-profit corporation, with its Utah headquarters at 75 S. 200 E. Salt Lake City, Utah, 84111, hereinafter “Licensee”. The Licensor and Licensee are sometimes referred to as the “Parties.”

RECITALS

- A. Licensee operates a summer youth camp at Camp Tuttle, located at approximately 12350 East Big Cottonwood Canyon Road, Salt Lake City, UT 84121.
- B. The County recognizes Licensee’s contribution to the community through the programs offered at Camp Tuttle.
- C. The benefit afforded the County and general public from Licensor’s operation of the Camp Tuttle is hereby deemed fair and adequate consideration for the County’s grant of license to Licensor.

NOW, THEREFORE, in consideration of the above, and the mutual covenants, terms, conditions, and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Agreement, the Parties hereby agree as follows:

1. Licensor hereby grants to Licensee non-exclusive permission to access property owned by Licensor and identified as a portion of Salt Lake County Assessor’s Parcel Number Parcel 24-26-376-004, with an approximate address of 7655 E. Big Cottonwood Canyon Road, Salt Lake City, Utah 84121, as more particularly described on the attached “Exhibit A,” attached hereto and made a part hereof (the “Property”). This License is granted for the purpose of allowing Licensee and Licensee’s invitees access to the Property to use a climbing wall and two “high ropes” placed on the Property by Licensee prior to Licensor’s acquisition of the Property (the “Structures”). The Parties acknowledge that the Property shall be used for no other purpose by Licensee.
2. The date this License is signed by the last Party to sign it (as indicated by the date stated with that Party’s signature) will be deemed the “Effective Date” and the Agreement terminates on December 31, 2026, unless sooner terminated as provided herein (the “Term”). This License may be renewed for two (2) additional one (1) year terms. Renewals will be initiated at the sole discretion of Licensor and completed in writing with mutual agreement by both Parties.
3. Licensee shall maintain the premises in conformance with all applicable federal, state, and local laws, rules and regulations, including but not limited to all environmental and public health related laws, rules and regulations. If any hazardous waste is discovered, released, or deposited on the Property by any act of the Licensee or Licensee’s invitees, the Licensee shall remove the hazardous or toxic waste at its own cost and expense in accordance with federal and state laws and regulations. Licensee shall not store, use, manufacture or bring on or about the premises any toxic material, hazardous waste, hazardous substance regulated by

any city, county, state or federal government authority as well as agricultural waste, solid waste, pollutants or sewage. Licensee agrees to promptly clean up and remove any such toxic material, hazardous waste, hazardous substance, agricultural waste, solid waste, pollutants or sewage so as not to create a hazard or nuisance on the premises. Licensee shall be solely responsible for and shall defend, indemnify, and hold Licensor harmless from and against all claims, actions; proceedings, costs, liabilities, and judgments arising out of or in conjunction with the removal, cleanup or restoration of the premises. Licensee's obligation under this provision shall survive the termination or expiration of this License.

4. Licensee shall not install or construct additional equipment or structures on Licensor's property.
5. Licensee shall not modify or alter the landscape of the Property, including but not limited to cutting down trees, removing brush or other plant life.
6. Licensee shall be solely responsible for the safety of the Structures, and all invitees who use the Structures. Licensee shall remove all Structures once they are worn to the point of necessitating replacement.
7. Licensor is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (as in effect at any given time). The parties agree that Licensor shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this License shall be construed in any way to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.
8. Licensee acknowledges that Salt Lake City Corporation ("SLC") holds a conservation easement on the Property, attached as Exhibit B (the "Easement"). Licensee understands that its presence and activities on the Property must be consistent with the Conservation Values found in the Easement.
9. Licensee hereby indemnifies Licensor and SLC, its officials, officers, employees, and representatives ("Indemnified Parties") against any and all claims, damages, injuries, liabilities, losses, suits, judgments, causes of action, fines, penalties, costs and expenses including, but not limited to court costs and cost of investigation, of any nature, kind or description which may be incurred by the Indemnified Parties, or any of them, at any time as a result of any damage to any property or persons in connection with or arising out of Licensee's Structures, Licensee's use of the Property, whether before or after Licensor acquired the Property, or otherwise from the performance of this License, however allegedly caused. Licensee hereby releases and forever discharges the Licensor and SLC, its trustees, officers, employees, representatives, agents and assigns of and from any and all manner of claims, causes of action, suits at law, and/or equity, demands, liabilities and damages of whatsoever kind or nature which Licensee may have or claim based upon or growing out of or in connection with Licensee's Structures on Licensor's Property. Licensee's obligations to indemnify the Indemnified Parties includes any actions, claims, or orders, and resulting court costs, and costs of investigations, to remove the Structures and restore the land to a

state consistent with the Conservation Values found in the Easement.

10. Licensee represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this License 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 Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in state statute or Salt Lake County ordinances.
11. Licensee represents that it has not (1) provided an illegal gift or payoff to a SLC officer or employee or former SLC officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the SLC's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a SLC officer or employee or former SLC officer or employee to breach any of the ethical standards set forth in the SLC's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.
12. Licensee acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Licensee also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions to County candidates. Licensee further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this License. Licensee represents, by executing this License, that Licensee has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.
13. Licensee shall have no claim against Licensor for the condition of the subject Property and takes same as is. Licensor shall have no obligation to Licensee to maintain said Property in any prescribed condition. Licensee, for itself and all contractors, and all of Licensee's employees, agents, guests, and invitees, agrees that Licensee will be entering onto and using the Property "AS IS", "WHERE IS" "WITH ALL FAULTS," and with all risks inherent the Property. Licensee represents that it has examined the Property and has not relied upon any statements, representations or agreements whatsoever as to the condition of the Property, and Licensee accepts the same with the understanding Licensor does not warrant or represent that the property is safe, healthful, or suitable for the purposes for which it is permitted to be used under the terms of this License. Licensor shall not be liable for damage to or the destruction of the Structures under any circumstances. Licensee hereby assumes all risk associated with

entry on the Property and any work undertaken.

14. Licensor reserves the right to terminate this License at any time during the Term whenever Licensor determines, in its sole discretion that it is in the Licensor's interest to do so. If Licensor elects to exercise this right, Licensor shall provide written notice to Licensee at least 30 (thirty) days prior to the date of termination. Licensee agrees that the Licensor's termination will not entitle Licensee to any rights or remedies provided by law or this Agreement for breach of contract by the Licensor or any other claim or cause of action.
15. Licensee agrees to quit and surrender peaceable possession of the Property to Licensor when this License is terminated. Upon termination of this License, Licensee shall leave the Property in a clean condition, reasonably free of weeds, trash and debris. Upon termination of this License, Licensee shall completely remove the Structures and repair or restore any damage Licensor reasonable believes was caused by the Structures or Licensee's use of the Property. Restorations and repairs must be completed consistent with the Conservation Values found in the Deed of Conservation Easement granted by the County to Salt Lake City Corporation, executed September 2, 2009.
16. If breach of contract is alleged by either party against the other party, fifteen – (15)- days prior written notice of default shall be given to the other party before any legal action is taken.
17. This License may not be assigned without prior written consent of Licensor and SLC. Licensee shall not commit, or permit others to commit, waste on the Property, or commit any other act that could disturb the quiet enjoyment of Licensor or of neighbors on reserved or adjacent property.
18. Licensee shall, at its sole cost and expense, secure and maintain during the term of this License, including all renewal or additional terms, the following minimum insurance coverage:

18.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this License, and (ii) be maintained for a period of at least three (3) years following the end of the term of this License or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the Licensor.

B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

- (1) Currently rated A- or better by A.M. Best Company;

—OR—

(2) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

C. Licensee shall furnish certificates of insurance, acceptable to the Licensor, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

D. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Licensee shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the Licensor, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the Licensor.

E. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to the Licensor in a manner approved by the Salt Lake County District Attorney.

F. In the event Licensee fails to maintain and keep in force any insurance policies as required herein, Licensor shall have the right at its sole discretion to obtain such coverage and charge payments to Licensee for the costs of said insurance, or to terminate this License.

18.2 REQUIRED INSURANCE POLICIES.

Licensee agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Commercial general liability insurance on an occurrence form with the Licensor as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy. The policy shall protect the Licensor, SLC, Licensee, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Licensee's operations under this License, whether performed by Licensee itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

19. Licensee does hereby acknowledge the legal title of Licensor to the subject property and agrees not to assail, resist, or deny such title. Licensee agrees that it does not and shall not claim at any time any interest of any kind or extent whatsoever in the Property by virtue of this License or of its occupancy or use hereunder. Licensee shall exercise the privilege granted herein at Licensee's own risk.

20. The Parties hereto each acknowledge that the language in this License has been jointly negotiated and drafted and agree that this License shall be construed as a whole according to the fair meaning of such language and not in favor of or against either of the parties.

21. This License contains the entire agreement and understanding of the parties with respect to the subject matter hereof and no prior representations, warranties or promises pertaining to the subject matter hereof shall be of any force or effect.
22. Each person executing this License on behalf of any party expressly represents and warrants that such executing person has full authority to execute and deliver this License and to bind the party on behalf of which the person has executed this License to the terms of this License.
23. If any portion of this License shall be or become illegal, invalid, or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this License.
24. This License shall inure to the benefit of, be binding upon, the parties hereto and their respective officers, employees, successors and assigns.
25. It is understood and agreed by the parties hereto that this License shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.
26. This License may be amended only in writing signed by the Parties hereto.
27. SLC has reviewed this License and agrees that the provisions herein do not violate the Easement.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto sign and cause this License to be executed.

LICENSOR
SALT LAKE COUNTY

LICENSEE
The Corporation of the Episcopal Church in Utah

Signature: _____
Mayor or Designee

Signature: _____

Date: _____

Title: _____

Division Review

Date: _____

Signature: _____

The individual signing above hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Contractor by authority of law and that this Agreement is binding upon the Contractor. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code Ann. § 76-8-504 (1973).

APPROVED AS TO FORM

Signature: _____
Salt Lake County Deputy District Attorney

Salt Lake City Corporation

Attest:

Signature: _____
Laura Briefer
Director of Public Utilities

Date: _____

City Recorder

SALT LAKE CITY ATTORNEY
Approved as to Form:

Signature: _____

Date _____

EXHIBIT A

Exhibit A

License Agreement between SLCO and Episcopal Diocese

Camp Tuttle Encroachments on Salt Lake County Open Space Big Cottonwood Canyon parcel

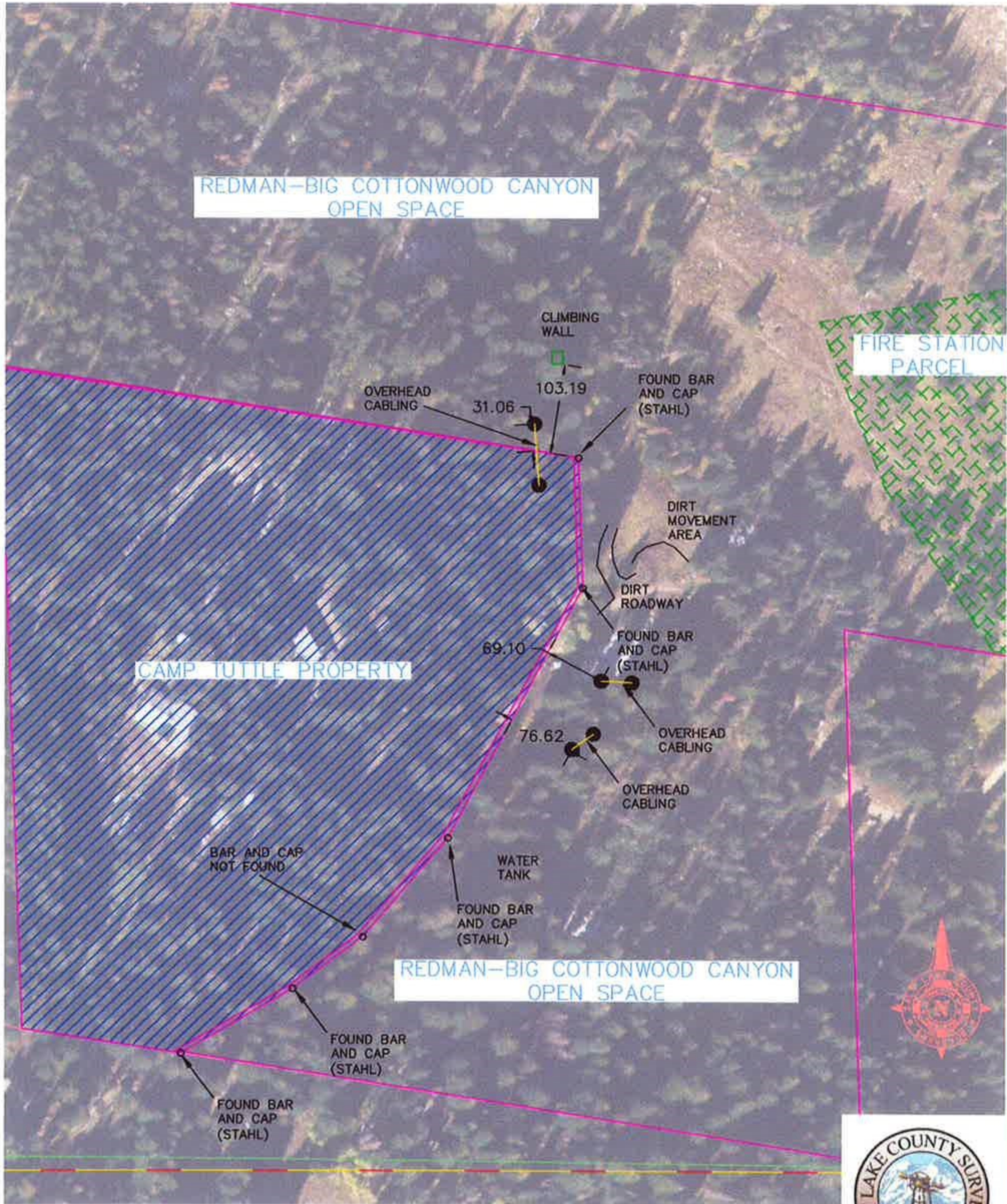


EXHIBIT B

10790795
9/2/2009 4:18:00 PM \$43.00
Book - 9760 Pg - 5049-5065
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 17 P.

WHEN RECORDED, PLEASE RETURN TO:

Salt Lake City Corporation
Attn: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84111

Parcel Number: Portion of 24-26-376-003

RECORDED DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement"), made as of this day of SEP 02 2009, 2009, by Solitude Partners, L.P. a Delaware limited partnership, ("Grantor") having an address of 12000 Big Cottonwood Canyon Road, Salt Lake City, Utah 84121 and SALT LAKE CITY CORPORATION ("Grantee") whose address is 1530 South West Temple, Salt Lake City, Utah 84115.

EXHIBITS AS FOLLOWS

Exhibit A: Property Description
Exhibit B: Property Map

WITNESSETH:

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

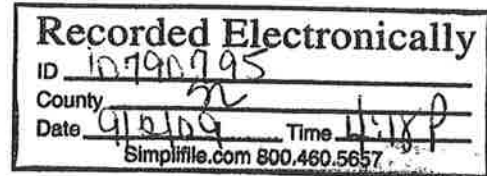
WHEREAS, Grantor is the owner of all said real property in Salt Lake County, State of Utah, known as the Watershed lands, described in the attached Exhibit A ("Property") and approximately located on the map attached as Exhibit B which together constitute the Property; and

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

WHEREAS, the Property constitutes a valuable element of the Salt Lake Valley watershed and source for potable water for over 1.5 million residents along the Wasatch Front and further constitutes significant natural habitat for Big Cottonwood Canyon, its watershed and ecosystem and the ecological, scenic, aesthetic and open space values.

WHEN RECORDED, PLEASE RETURN TO:

Salt Lake City Corporation
Attn: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84111



Parcel Number: Portion of 24-26-376-003

RECORDED DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement"), made as of this day of SEP 02 2009, 2009, by Solitude Partners, L.P. a Delaware limited partnership ("Grantor") having an address of 12000 Big Cottonwood Canyon Road, Salt Lake City, Utah 84121 and SALT LAKE CITY CORPORATION ("Grantee") whose address is 1530 South West Temple, Salt Lake City, Utah 84115.

EXHIBITS AS FOLLOWS

- Exhibit A: Property Description
- Exhibit B: Property Map

WITNESSETH:

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

WHEREAS, Grantor is the owner of all said real property in Salt Lake County, State of Utah, known as the Watershed lands, described in the attached Exhibit A ("Property") and approximately located on the map attached as Exhibit B which together constitute the Property; and

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

WHEREAS, the Property constitutes a valuable element of the Salt Lake Valley watershed and source for potable water for over 1.5 million residents along the Wasatch Front and further constitutes significant natural habitat for Big Cottonwood Canyon, its watershed and ecosystem and the ecological, scenic, aesthetic and open space values.

All these watershed, natural habitat, ecological, scenic, wildlife, recreational, wetlands, and open space values ("Conservation Values") are worthy of conservation and of great importance to Grantor, Grantee, and the State of Utah; and

WHEREAS, Grantor desires and intends that the Conservation Values and in particular the watershed quality of the Property be conserved and maintained by the continuation, initiation, or introduction of activities on the Property that will not compromise the Conservation Values, including, but not limited to such activities as scientific study, water quality monitoring, and hiking, cross-country skiing, mountain biking, wildlife viewing provided these take place on designated trails or in designated areas, passive recreational uses and watershed enhancements; and

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

WHEREAS, The Grantor, values the watershed quality and its designation as such of the property and therefore its undeveloped, natural state as critical to the furtherance of the Grantor's stated purpose; and

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

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

NOW, THEREFORE, in consideration of the recitals as set forth above, and the covenants terms and conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this agreement and pursuant to the laws of the State of Utah and in particular Utah Code Ann. 57-18-1 et seq (1985), Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT. This Easement is made over and across all of the Property to preserve and protect the watershed value of this property and its natural, ecological, habitat, recreational, public access, open space, scenic and other values present on the Property. This easement shall forever bind Grantor and Grantor's successors in ownership and use of the Property as well as Grantee and any qualified successor of Grantee as identified in Section VIII below. This easement is granted in perpetuity and any mortgage lien or other encumbrance other than encumbrances of sight or record existing at the time of this instrument's signing, shall be subordinate to the rights and intentions of this Easement and Grantee's ability to enforce the protection of the Conservation Values described herein. The scope of this Easement is set forth in this deed. Notwithstanding the foregoing or anything in this Easement to the contrary, this Easement is subject to, and shall not affect or limit the rights of parties under existing easements including easements related to electric transmission lines, non-exclusive utilities easements, and ingress and egress in favor of Solitude

Improvement District, Corporation of the Episcopal Church of Utah, United States Forest Service, and Solitude Ski Corporation, and easements known as the "Cross-Country Easement" and "Water Line Easement", both dated August 27, 2009 and of record at the time this Easement is recorded.

SECTION I - PURPOSE

The purpose of this Easement is to enable the Property to remain forever undeveloped and pristine, protecting in perpetuity its watershed quality, character and designation and to additionally preserve the natural, ecological, recreational use and utility, its scenic open and undisturbed character and its wildlife values, preventing any use of the Property that may materially impair or interfere with its watershed and Conservation Values.

SECTION II - RIGHTS OF GRANTEE

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

- (a) to prevent GRANTOR or third persons (whether or not claiming by, through, or under GRANTOR) from conducting any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require of GRANTOR or third persons the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;
- (b) to enter upon the Property at reasonable times and in a reasonable manner in order to monitor GRANTOR's compliance with and otherwise enforce the terms of this Easement, provided that in the absence of evidence which gives GRANTEE a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made available to GRANTOR);
- (c) to obtain injunctive and other equitable relief against any violations, including restoration of the Property to the condition that existed prior to any such violation (it being agreed that GRANTEE will have no adequate remedy at law);
- (d) to enforce this Easement in the case of breaches by GRANTOR or by third persons (whether or not claiming by, through, or under GRANTOR) by appropriate legal proceedings, after providing GRANTOR with reasonable notice and a reasonable opportunity to cure;

SECTION III - PERMITTED USES AND PRACTICES

Recognizing that the watershed values and water quality of the property is preeminent, the following uses and practices, while not an exhaustive recital of permitted uses and practices, are consistent with this Easement. The uses and practices

described in this section may not be precluded or prevented by this Easement, except under the following circumstances. The uses and practices in this section may be precluded if Grantor in its sole discretion believes that a certain use or practice is occurring in a manner, or to a degree that causes harm to the watershed values and or water quality. The uses and practices may be precluded when this Easement requires Grantee's prior approval of an activity as provided in Section IV of this Easement or when such uses or practices are conducted or allowed to take place in a manner which violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, or constitutes a prohibited use or practice as set forth in Section V of this Easement.

- A. Recreation. The right to engage in non-motorized non lift assisted recreational activities including but not limited to fishing, hiking, mountain biking, snowshoeing, back country skiing and passive recreational uses are recognized as permissible activities on the Property provided degrees-of-use per type of recreational activity do not compromise the watershed and or Conservation Values of the Property, including the right to access the Property within the Cross-Country Easement and Water Line Easement with snow cats, snowmobiles, or other motorized vehicles, consistent with current practices to provide maintenance of existing trails and emergency fire, public safety, and medical access.
- B. Trails. The right to allow the construction of new trails and maintenance of existing trails provided said trails are in accordance with all existing ordinances and shall be approved by Grantor. Nothing within this subparagraph B shall be construed to restrict Grantor's ability to prevent a use or trail which Grantor deems to be harmful to the watershed value or water quality.
- C. Signs. The right to place a limited number of signs for the following purposes:
 - a. To provide information on watershed education and management.
 - b. To state the purpose of the conservation easement and the terms of this agreement.
 - c. To identify trails or interpretive sites on the property.
 - d. To state rules and regulations, safety, or hazardous conditions found on the property.
 - e. No trespassing signs.
 - f. To state the name of the Grantor of this Easement and to state that Salt Lake County Open Space Bond proceeds were used to acquire the Property.
- D. Riparian Resources. The right to enhance water quality and watershed features on the Property recognized as necessary or beneficial to wildlife, ecological or habitat values on the Property, provided such enhancements are consistent with the terms of this Easement and the Conservation

Values protected herein, and comply with all applicable laws and regulations.

- E. Problem or Diseased Animals. Grantor may use legal methods to control diseased, deceased and problem animals as permitted by state and federal laws.
- F. Fire Suppression. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Potential means to reduce or remove high risk fuel loads may include, but would not be limited to: mechanized methods; biological controls, including short-duration grazing; slash, stack and burn; or controlled burns. Grantor may use any measure it deems necessary in fighting fires on the property including blading fire breaks and air assisted chemical controls.
- G. Utilities. Existing Utilities may be maintained or relocated provided any Utility relocation is first approved by Grantee and any disturbance to the property is restored, as much as is practical to the original undisturbed nature of the Property.
- H. Salt Lake City Watershed Ordinances. Management of the property shall be effectuated in a manner that is consistent with Grantee's Watershed Ordinances, guiding the protection of the watershed value not inconsistent with the purpose of this Easement as specified in Section I and that the management practices shall neither significantly impair the watershed quality of the property nor in general result in a significant injury to or the destruction of a Conservation Value or otherwise conflict with a prohibited use set forth in Section V.

SECTION IV - PRIOR APPROVAL

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

A. Grantor's Written Notice. Prior to the commencement of any activity, use, or enterprise which requires grantee's approval, Grantor will first notify Grantee in writing of the proposed activity, use, or enterprise. The notice must fully inform Grantee of all material aspects of the proposed activity, use or enterprise. Grantor will send such notices to Grantee by registered or certified mail, return receipt requested, addressed to Salt Lake City Department of Public Utilities, 1530 South West Temple, Salt Lake City, Utah 84115., Attention: Director, or to such other address as Grantee may designate in writing.

B. Grantee's Response. Grantee shall have forty five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed activity, use, or enterprise and to notify Grantor of any objections it may have to the activity, use, or enterprise. The objections, if any, shall be based upon Grantee's opinion that the proposed activity, use or enterprise is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the purpose and/or provisions of this Easement. If, in the Grantee's judgment, the proposal presented by Grantor can be modified to avoid material damage to the Conservation Values and otherwise comply with the purpose and provisions of this Easement, then the response shall inform Grantor how the proposed activity, use or enterprise may be modified to conform with this Easement. Except as provided in Subsection C of this Section IV, Grantor may commence the proposed activity, use, or enterprise only after it receives Grantee's express written approval, and only in the manner explicitly proposed by the Grantor and approved by Grantee. The Grantee will send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at Grantor's address as set forth on page one, or to such other address as Grantor may designate in writing.

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

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

SECTION V - PROHIBITED USES AND PRACTICES

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

A. Subdivision. Grantor does not have the right nor will any attempt be made to divide, subdivide, or take any action which creates an actual or *de facto* subdivision of the Property.

B. Construction. Grantor will not construct any structures or facilities on the Property for use in human habitation, commercial or industrial activities.

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

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

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

F. Roads. No new roads over, through, or across this property are permitted. Existing roads may continue to be used consistent with a permitted use as identified under Section III of this Easement.

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

H. Motorized Vehicles. Are not permitted to access this property except for:

- 1) Emergency vehicles;
- 2) Vehicles used in routine maintenance of the Property provided these vehicles are in sound working order;
- 3) Vehicles necessary to carry out a permitted use as identified under Section III of this Easement, provided these vehicles are in sound working order; and
- 4) Vehicles on existing roads or easements or other existing rights, which existed prior to the execution and recordation of this easement.

I. Agricultural Uses. Agricultural uses are prohibited on this property.

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

K. Utilities. New Utility Corridors are prohibited.

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

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

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

O. Hunting. Access to the Property is not allowed for the purposes of hunting.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

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

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

B. Injunctive and Other Relief. In the event Grantor undertakes or causes to be undertaken any activity on the Property that requires Grantee's prior approval and such approval is not obtained consistent with Section IV of this Easement, or where Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement; Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or force the restoration of that portion of the Property affected by such activity to a similar or

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

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

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

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

SECTION VII – COSTS, TAXES and FEES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including responsibility for the control of noxious weeds in accordance with all applicable Utah laws. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION VIII - ASSIGNMENT OF EASEMENT

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

SECTION IX - BASELINE DATA

A Baseline inventory shall be completed after the signing of the Easement. The parties acknowledge that this collection of baseline data is intended to contain an accurate representation of the Property's condition and natural resources as of the date of the execution of this Easement in accordance with Treasury Regulation 1.170A-

14(g)(5)(I). The parties agree that subsequent updates to the Baseline Inventory will be signed by both Grantee and Grantor and attached to the Baseline inventory, of this Easement. The parties acknowledge that an inventory of baseline data relating to the Property has been completed by competent professionals familiar with the Property. Copies of this inventory of baseline data and subsequent updates to the Baseline inventory are on file in Grantees' offices.

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

SECTION X SUBSEQUENT SALE, EXCHANGE, OR INVOLUNTARY CONVERSION

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

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

Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including any leasehold interest) is conveyed, and that a copy of this Easement will be attached thereto. The separate parcels described in Exhibit A shall be considered one Property and shall not be divided, subdivided or otherwise separated. Grantor agrees to encumber title to the Property so that ownership of the Property never vests in more than

one entity at any single point in time, this restriction to run with the Property in perpetuity. Grantee's acceptance of this Easement is contingent upon Grantor's placement of such encumbrance on title of the Property. Grantor agrees to provide notice of this Easement to all successors in interest, and to any potential purchasers or subsequent owners. In the event Grantor elects to sell the Property, Grantor agrees to provide notice of this Easement in any sale or solicitation materials or information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

SECTION XI – AMENDMENTS

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

SECTION XII - MISCELLANEOUS PROVISIONS

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

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

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

D. Titles. Section and Subsection titles and subtitles are for convenience only

and shall not be deemed to have legal effect.

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

F. Successors. This Easement is binding upon, and will inure to the benefit of Grantor's and Grantee's successors in interest and assigns. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Grantor. Notwithstanding anything in this Easement to the contrary, the term "Grantor" as used herein shall mean the then current title holder of the Property, and upon conveyance of fee title to the Property subject to this Easement to Salt Lake County, the original Grantor shall be released from the limitations on and the covenants and obligations of the Grantor set forth herein. Provided, however, Grantor acknowledges the terms and intent of the parties in establishing this Easement and Grantor agrees that it will not knowingly engage in any activities that are inconsistent with such terms and intent after the conveyance of the Property to Salt Lake County.

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

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

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

J. Effective Date. The effective date of this Easement will be the date signed by all parties. This Agreement may be executed in counterparts by the parties.

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

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

permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

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

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

GRANTOR:
SOLITUDE PARTNERS, L.P.

By 
Its General Partner (managing)

RECORDED
SEP 02 2009
CITY RECORDER

GRANTEE:
SALT LAKE CITY CORPORATION

By 
Its Mayor

ATTEST:



Christine Hecker
Recorder

APPROVED AS TO LEGAL FORM:

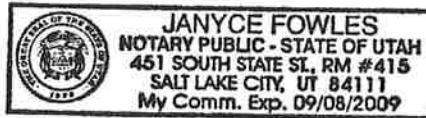
ER Villa
Senior City Attorney

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

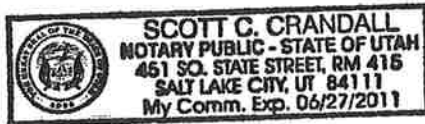
On this 2nd day of September, 2009, personally appeared before me Gary L. DeSeelhorst, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as Managing General Partner of Solitude Partners, L.P., a Delaware limited partnership.

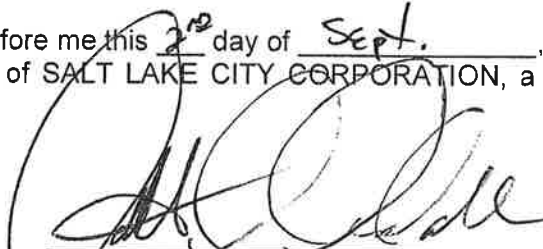

NOTARY PUBLIC, Residing in
Salt Lake County, Utah

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



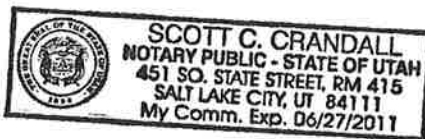
The foregoing instrument was acknowledged before me this 2nd day of Sept., 2009, by RALPH BECKER in his capacity as Mayor of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.




NOTARY PUBLIC, Residing in
Salt Lake County, Utah

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

The foregoing instrument was acknowledged before me this 2nd day of Sept., 2009, by CHRIS MEEKER in her capacity as City Recorder of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.



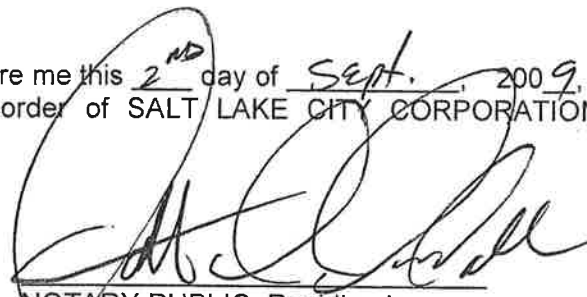

NOTARY PUBLIC, Residing in
Salt Lake County, Utah

Exhibit A
Property Description

REMAINDER PARCEL:

THE REMNANT OF "PARCEL 1" IN THAT SPECIAL WARRANTY DEED RECORDED AS ENTRY 9776452, IN BOOK 9319 AT PAGES 2279-2282 OF THE SALT LAKE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 64°07' WEST 233.10 FEET FROM THE CORNER COMMON TO THE SOUTHEAST CORNER OF SECTION 27, THE NORTHEAST CORNER OF SECTION 34, THE NORTHWEST CORNER OF SECTION 35, AND THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 79°05' WEST 560.00 FEET; THENCE NORTH 10°55' WEST 1800.00 FEET; THENCE NORTH 79°05' EAST 560.00 FEET; THENCE SOUTH 10°55' EAST 600.00 FEET; THENCE NORTH 79°05' EAST 960.70 FEET; THENCE SOUTH 81°40' EAST 411.00 FEET; THENCE SOUTH 81°40' EAST 1331.00 FEET; THENCE SOUTH 10°55' EAST 635.40 FEET; THENCE NORTH 81°40' WEST 350.00 FEET; THENCE SOUTH 02°35' EAST 611.00 FEET; THENCE NORTH 81°40' WEST 795.99 FEET; THENCE NORTH 59°10' EAST 148.00 FEET; THENCE NORTH 53°00' EAST 100.00 FEET; THENCE NORTH 40°00' EAST 150.00 FEET; THENCE NORTH 27°34' EAST 325.80 FEET; THENCE NORTH 02°35' WEST 150.00 FEET; THENCE NORTH 81°40' WEST 670.80 FEET; THENCE SOUTH 81°37'21" WEST 512.225 FEET; THENCE SOUTH 79°05' WEST 859.1 FEET; THENCE SOUTH 10°55' EAST 600.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE PROPOSED FIRE STATION PARCEL:

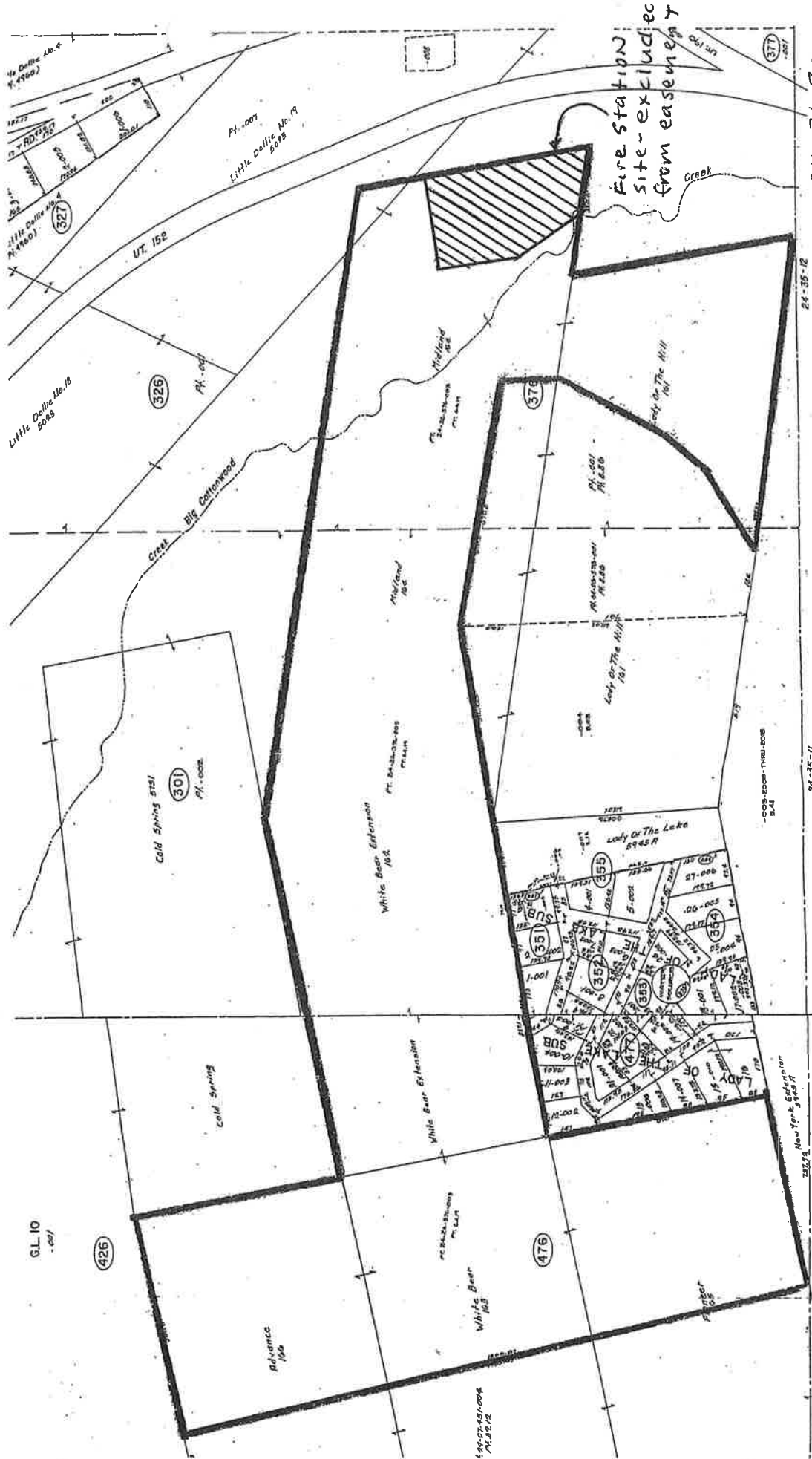
A PARCEL OF LAND LYING AND SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH. COMPRISING 2.44 ACRES OF THE MIDLAND MINING CLAIM (U.S. MINERAL SURVEY 164), ALSO BEING A PART OF THAT PARTICULAR 64.19 ACRE PARCEL OF LAND DESCRIBED AS "PARCEL 1" IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 9776452 IN BOOK 9319 AT PAGES 2279-2282 OF THE SALT LAKE COUNTY RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL, BEING NORTH 89°19'54" WEST 1314.34 FEET, MEASURED AND ROTATED FROM SOUTH 89°57'37" WEST 1314.48 FEET PER ROS S99-05-0376 TO MATCH THE SOLITUDE COORDINATE SYSTEM PER ROS S01-11-0735, COINCIDENT WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF A PARCEL OF LAND OWNED IN FEE BY THE UNITED STATES GOVERNMENT SAID POINT BEING NORTH 25°23'19" WEST 632.40 FEET FROM THE G.L.O. BRASS CAP MONUMENT MONUMENTALIZING THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE NORTH 80°57'59" WEST (N81°40'W DEED) 182.57 FEET COINCIDENT WITH THE NORTH BOUNDARY OF SAID USA PARCEL; THENCE NORTH 33°26'22" WEST 224.56 FEET; THENCE NORTH 21°26'30" WEST 204.54 FEET; THENCE NORTH 79°41'39" EAST 300.00 FEET TO A POINT ON THE WEST BOUNDARY OF SAID USA PARCEL; THENCE SOUTH 10°18'21" EAST (S 10°55' E DEED) 467.40 FEET COINCIDENT WITH SAID WEST BOUNDARY TO THE POINT OF BEGINNING.

17-09
10/11
KGF

1-1-09
Kof

Exhibit B



24-26-32
SALT LAKE CO.
E. 1/2 SW. 1/4 SEC. 26 T2S. R3E.

24-26-31
SALT LAKE CO.
W. 1/2 SW. 1/4 SEC. 26 T2S. R3E.

24-27-42
SALT LAKE CO.
E. 1/2 SE. 1/4 SEC. 27 T2S. R3E.