

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION AND DELIVERY OF A REAL ESTATE PURCHASE CONTRACT WITH MILLCREEK CITY AND APPROVING CONVEYANCE OF TWO PARCELS OF REAL PROPERTY AND A TEMPORARY CONSTRUCTION EASEMENT

RECITALS

- A. Salt Lake County (“the County”) owns a parcel of real property located at approximately 4189 South 900 East, Millcreek, Utah, also identified as Parcel No. 22-05-128-020 (“Parcel 020”), which is part of Hillview Basin.
- B. The County owns another parcel of real property that is part of Hillview Basin, identified as Parcel No. 16-32-378-011 (“Parcel 011”).
- C. Millcreek (the “City”) is working with the Utah Department of Transportation (“UDOT”) on a road widening project along 900 East (the “Project”).
- D. As part of the Project, the City would like to acquire a 2004 square-foot portion of Parcel 011 and a 142 square-foot portion of Parcel 020. In addition, the City is seeking a temporary construction easement for UDOT over a 315 square-foot portion of Parcel 020.
- E. The City has submitted a Real Estate Purchase Contract (the “REPC”) to the County for the acquisition of the portion of Parcel 011 and the portion of Parcel 020 via two separate quit claim deeds (the “Deeds”) and for the temporary construction easement (the “Easement”). The total amount offered by the City for acquisition of the Deeds and the Easement is \$11,900.00, which amount has been reviewed and approved by the Salt Lake County Real Estate Section as full and adequate consideration.
- F. It has been determined that the best interests of the County and the general public will be served by executing the REPC, the Deeds, and the Easements attached to this Resolution.

These actions will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the grant and conveyance of the Deeds to the City and the Easement to UDOT pursuant to the REPC is hereby approved, and the Mayor is authorized and directed to execute the REPC, attached hereto as Exhibit A, and any other related document necessary to complete this transaction.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized, consistent with the terms of the REPC to execute the Deeds and the Easement attached to the REPC and to deliver the fully executed documents to the Salt Lake County Real Estate Section for delivery to the City upon payment of the agreed upon purchase amount.

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:

R. Christopher Preston
Deputy District Attorney

EXHIBIT A

(Real Estate Purchase Contract)



City of Millcreek

REAL ESTATE PURCHASE CONTRACT

Project No: F-2180(3)1 Parcel No.(s): 148:2C, 148:C, 148:E

Pin No: 15911 Job/Proj No: 55114 Project Location: 900 East; 3900 S to 4500 S, Safety/ Recon, Millcre
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 22-05-128-020
Property Address: 4189 South 900 East MILLCREEK UT, 84124
Owner's Address: C/O Real Estate Department # S3200 PO BOX 144575, Salt Lake City, UT, 84114
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Salt Lake County, a body corporate and politic of the State of Utah

IN CONSIDERATION of the mutual promises herein and subject to approval of the Local Government Authority, Salt Lake County, a body corporate and politic of the State of Utah ("Owner") agrees to sell to City of Millcreek ("The City") the Subject Property described below for Transportation Purposes,¹ and the City and Owner agree as follows:

1. SUBJECT PROPERTY. The Subject Property referred to in this Contract is identified as parcel numbers 148:2C, 148:C, 148:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

2. PURCHASE PRICE. The City shall pay and Owner accepts \$11,900 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): N/A

3. SETTLEMENT AND CLOSING.

3.1 Settlement. "Settlement" shall mean that Owner and the City have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or the City under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3 Possession. Upon signing of this Contract by Owner and the Local Government Authority, Owner grants the City, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.

Grantor's Initials



City of Millcreek

REAL ESTATE PURCHASE CONTRACT

Project No: F-2180(3)1 Parcel No.(s): 148:2C, 148:C, 148:E

Pin No: 15911 Job/Proj No: 55114 Project Location: 900 East, 3900 S to 4500 S, Safety/ Recon, Millcre
County of Property: SALT LAKE Tax ID(s) / Sidwell No: 22-05-128-020
Property Address: 4189 South 900 East MILLCREEK UT, 84124
Owner's Address: C/O Real Estate Department # S3200 PO BOX 144575, Salt Lake City, UT, 84114
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Salt Lake County, a body corporate and politic of the State of Utah

4.2 Fees/Costs.

(a) **Escrow Fees.** The City agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

(b) **Title Insurance.** If the City elects to purchase title insurance, it will pay the cost thereof.

5. TITLE TO PROPERTY. Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold the City harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS. Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION. Owner agrees to deliver the Subject Property to the City in substantially the same general condition as it was on the date that Owner signed this Contract.

8. AUTHORITY OF SIGNER(S). If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

9. COMPLETE CONTRACT. This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

10. ELECTRONIC TRANSMISSION AND COUNTERPARTS. This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

11. ADDITIONAL TERMS (IF APPLICABLE):

Improvements acquired include the following: 150 Sq. Ft of gravel paving. In the amount of \$449, which is included in the total purchase price.

Field fencing shall be protected in place during construction.

Grantor's Initials



City of Millcreek

REAL ESTATE PURCHASE CONTRACT

Project No: F-2180(3)1 Parcel No.(s): 148:2C, 148:C, 148:E
 Pin No: 15911 Job/Proj No: 55114 Project Location: 900 East; 3900 S to 4500 S, Safety/ Recon, Millere
 County of Property: SALT LAKE Tax ID(s) / Sidwell No: 22-05-128-020
 Property Address: 4189 South 900 East MILLCREEK UT, 84124
 Owner's Address: C/O Real Estate Department # S3200 PO BOX 144575, Salt Lake City, UT, 84114
 Primary Phone: Owner's Home Phone: Owner's Work Phone:
 Owner / Grantor (s): Salt Lake County, a body corporate and politic of the State of Utah

**SIGNATURE PAGE TO
 CITY OF MILLCREEK
 REAL ESTATE PURCHASE CONTRACT**

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent / Company, Ashley Barreras / AJG, represents purchaser.

Authorized Signature(s):

Exhibit Only, Do Not Sign

100% Print Name:

Salt Lake County

_____ Date

CITY OF MILLCREEK

 Local Government Authority _____ Date

APPROVED AS TO FORM
 Salt Lake County
 District Attorney's Office



 Grantor's Initials



City of Millcreek

REAL ESTATE PURCHASE CONTRACT

Project No: F-2180(3)1 Parcel No.(s): 148:2C, 148:C, 148:E

Pin No: 15911 Job/Proj No: 55114 Project Location: 900 East; 3900 S to 4500 S, Safety/ Recon, Millcre

County of Property: SALT LAKE Tax ID(s) / Sidwell No: 22-05-128-020

Property Address: 4189 South 900 East MILLCREEK UT, 84124

Owner's Address: C/O Real Estate Department # S3200 PO BOX 144575, Salt Lake City, UT, 84114

Primary Phone: Owner's Home Phone: Owner's Work Phone:

Owner / Grantor (s): Salt Lake County, a body corporate and politic of the State of Utah

Exhibit A

(Attach conveyance documents)

WHEN RECORDED RETURN TO:

Millcreek City Recorder
Millcreek City
3330 South 1300 East
Millcreek, Utah 84106

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Space above for County Recorder's use

QUITCLAIM DEED
Salt Lake County

Parcel No.: 2180:148:C

Tax ID No.: 22-05-128-020

Pin No.: 15911

Project No.: F-2180(3)1

County Real Estate No.: RE 4065

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to **MILLCREEK CITY**, a body corporate and politic of the State of Utah, GRANTEE at 3330 South 1300 East, Millcreek, Utah 84106, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, all right, title, and interest in and to the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

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

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

By: _____
COUNTY CLERK

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: _____

Acknowledgement Continued on Following Page

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)

A parcel of land in fee for the widening of the existing 900 East Street known as Project No. F-2180(3)1, being part of an entire tract of property disclosed in that Final Judgement of Condemnation recorded on September 17, 1982, as Entry No. 3712216 in Book 5409 at Page 244 in the office of the Salt Lake County Recorder. Said parcel is situate in Lot 5 of Block 4 of the Ten Acre Plat "A" Big Field Survey, in the NE1/4 NW1/4 of Section 5, T.2S., R.1 E., S.L.B.&M, and is described as follows:

Beginning at a northwesterly corner of said entire tract which corner is 95.06 feet (95.155 feet by record) S. 00°05'44" W. from the Southwest Corner of Lot 6 of said Block 4, said corner is also 157.83 feet S. 00°05'44" E. along the monument line of said 900 East Street and 33.00 feet S. 89°54'16" E. from the street monument at the intersection of 4170 South Street and said 900 East Street, said corner is 33.00 feet perpendicularly distant easterly from the control line of said project opposite approximate engineer station 122+28.35; thence S. 89°55'40" E. 2.47 feet along a northerly boundary line of said entire tract to a point approximately 35.47 feet perpendicularly distant easterly from said control line opposite engineer station 122+28.35; thence S. 08°26'07" E. 6.93 feet to a line parallel with and 36.50 feet perpendicularly distant easterly of said control line opposite engineer station 122+21.50; thence S. 00°05'44" W. 34.69 feet along said parallel line to a southerly boundary line of said entire tract opposite approximate engineer station 121+86.81; thence N. 89°55'40" W. 3.50 feet along said southerly boundary line to a southeasterly corner of said entire tract and a point in the existing easterly right of way line of said 900 East Street; thence N. 00°05'44" E. 41.55 feet (Deed = 41.545 feet) along said easterly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation

The above-described parcel of land contains 142 square feet or 0.003 acre in area, more or less.

(Note: Rotate all bearings in the above description 00°13'16" clockwise to obtain project bearings.)

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

WHEN RECORDED RETURN TO:

Millcreek City Recorder
Millcreek City
3330 South 1300 East
Millcreek, Utah 84106

WITH A COPY TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Space above for County Recorder's use

QUITCLAIM DEED
Salt Lake County

Parcel No.: 2180:148:2C

Tax ID No.: 16-32-378-011

Pin No.: 15911

Project No.: F-2180(3)7

County Real Estate No.: RE 4065

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to **MILLCREEK CITY**, a body corporate and politic of the State of Utah, GRANTEE at 3330 South 1300 East, Millcreek, Utah 84106, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, all right, title, and interest in and to the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

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

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

By: _____
COUNTY CLERK

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: _____

Acknowledgement Continued on Following Page

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)

A parcel of land in fee for the widening of the existing 900 East Street known as Project No. F-2180(3)1, being part of an entire tract of property disclosed in that Quit Claim Deed recorded on January 18, 1974, as Entry No. 2595215 in Book 3501 at Page 306 in the office of the Salt Lake County Recorder. Said parcel is situate in Lot 7 of Block 4 of the Ten Acre Plat "A" Big Field Survey, in the SE1/4 SW1/4 of Section 32, T.1 S., R.1 E., S.L.B.&M and is described as follows:

Beginning at a southwesterly corner of said Lot 7, said corner is also 1,750.79 feet S. 00°05'44" W. along the monument line of said 900 East Street and 33.00 feet S. 89°54'16" E. from the street monument at the intersection of 3900 South Street and said 900 East Street, which corner is 33.00 feet perpendicularly distant easterly from the control line of said project opposite approximate engineer station 128+96.01; thence N. 00°05'44" E. 286.30 feet along the existing easterly right of way line of said 900 East Street, to a northeasterly corner of said entire tract at a point 33.00 feet perpendicularly distant easterly from said control line opposite approximate engineer station 131+82.32; thence S. 89°55'49" E. (Deed = S. 89°56'14" E.) 7.00 feet along a northerly boundary line of said entire tract, to a line parallel with and 40.00 feet perpendicularly distant easterly from said control line opposite approximate engineer station 131+82.32; thence S. 00°05'44" W. 286.30 feet along said parallel line to a southerly boundary line of said entire tract opposite approximate engineer station 128+96.02; thence N. 89°55'45" W. (Deed = N. 89°55'55" W.) 7.00 feet along said southerly boundary line to the **point of beginning** as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above-described parcel of land contains 2,004 square feet or 0.046 acre, in area, of which 1,051 square feet or 0.024 acre, in area, are now occupied by the existing sidewalk. Balance is 953 square feet or 0.022 acre, in area, more or less.

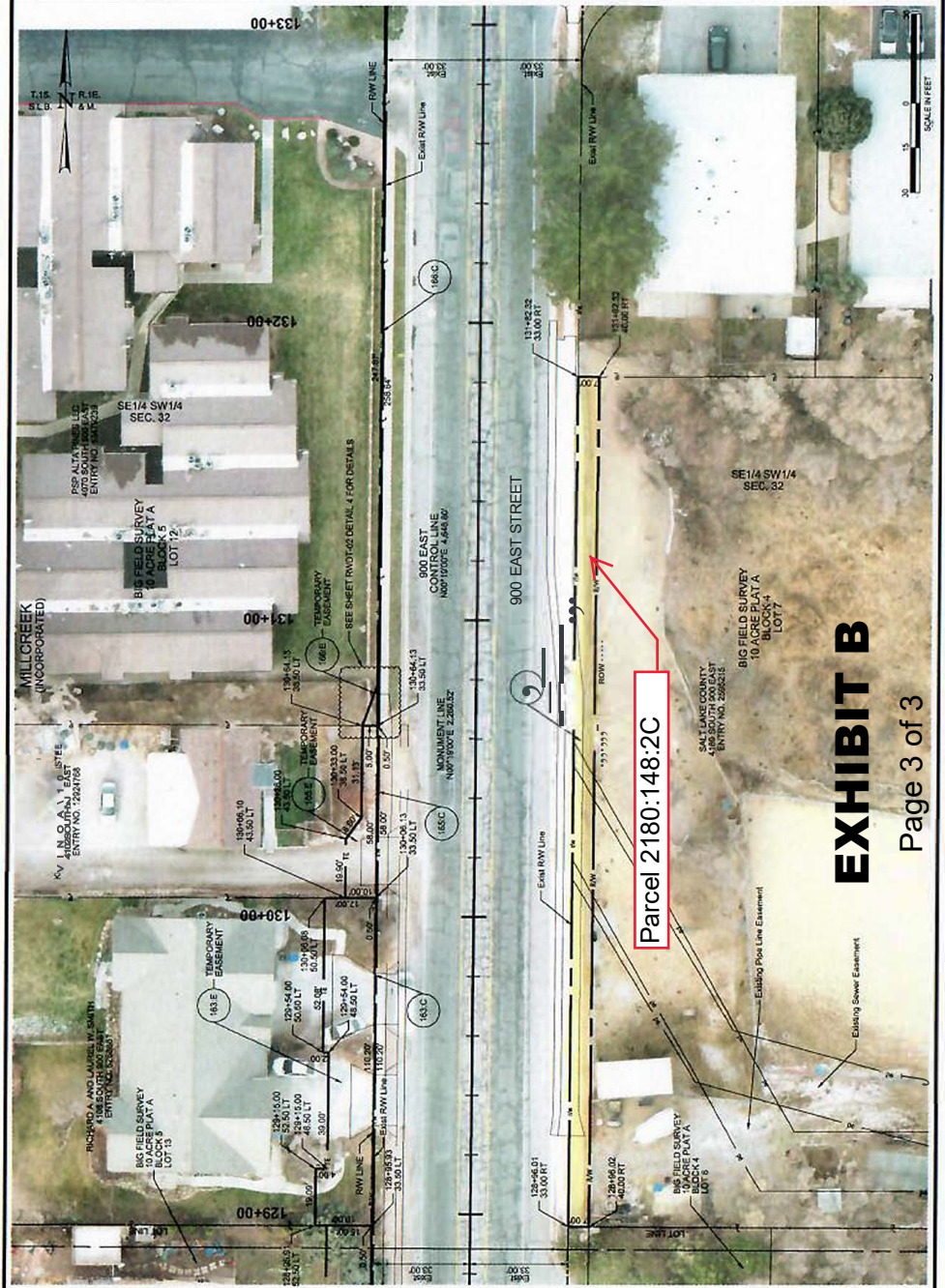
(Note: Rotate all bearings in the above description 00°13'16" clockwise to obtain project bearings.)

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

| | | | |
|-----|------|----|-----------|
| NO. | DATE | BY | REVISIONS |
| | | | |
| | | | |
| | | | |
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UTAH DEPARTMENT OF TRANSPORTATION
 REGION 2 - WALK CONSULTANT GROUP

| | |
|----------------|----------------------------|
| PROJECT | 900 EAST: 3900 S TO 4500 S |
| SAFETY/REGN. M | F-218031 |
| DATE | |
| DRAWN BY | |
| CHECKED BY | |
| SCALE | |
| SHEET NO. | |
| TOWN | |
| COUNTY | |
| STATE | |



Parcel 2180:148:2C

EXHIBIT B

WHEN RECORDED RETURN TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Space above for County Recorder's use

TEMPORARY EASEMENT
Salt Lake County

Parcel No.: 2180:148:E
Tax ID No.: 22-05-128-020
Pin No.: 15911
Project No.: F-2180(3)1
County Real Estate No. RE 4065

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Grants and Conveys to the **UTAH DEPARTMENT OF TRANSPORTATION**, GRANTEE, at 4501 South 2700 West, Salt Lake City, 84114, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations the following described easement in Millcreek City, Salt Lake County, Utah, to-wit:

A temporary easement to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes incident to the widening of 900 East Street known as Project No. F-2180(3)1. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

(SEE EXHIBIT "A")

IN WITNESS WHEREOF, GRANTOR has caused this Temporary Easement to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of _____, 20 ____.

SALT LAKE COUNTY

STATE OF UTAH)

)ss.

By Exhibit Only, Do Not Sign
MAYOR or DESIGNEE

COUNTY OF SALT LAKE)

By _____
COUNTY CLERK

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.

Acknowledgement Continued on Following Page

Acknowledgement Continued from Preceding Page

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

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

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")

A temporary easement, upon part of an entire tract of property disclosed in that Final Judgement of Condemnation recorded on September 17, 1982, as Entry No. 3712216 in Book 5409 at Page 244 in the office of the Salt Lake County Recorder. Said easement is situate in Lot 5 of Block 4 of the Ten Acre Plat "A" Big Field Survey, in the NE 1/4 NW 1/4 of Section 5, T.2S., R. 1 E., S.L.B.&M., in Salt Lake County, Utah and is described as follows:

Beginning at a point in a northerly boundary line of said entire tract which is 95.06 feet (95.155 feet by record) S. 00°05'44" W. and 2.47 feet S. 89°55'40" E. from the Southwest Corner of Lot 6 of said Block 4, said point is also 157.83 feet S. 00°05'44" E. along the monument line of said 900 East Street and 33.00 feet S. 89°54'16" E. and 2.47 feet S. 89°55'40" E. from the street monument at the intersection of 4170 South Street and said 900 East Street, which point is approximately 35.47 feet perpendicularly distant easterly from the control line of said project opposite engineer station 122+28.35; thence S. 89°55'40" E. 8.53 feet along said northerly boundary line, to a line parallel with and 44.00 feet perpendicularly distant easterly of said control line opposite approximate engineer station 122+28.36; thence S. 00°05'44" W. 41.55 feet along said parallel line to a southerly boundary line of said entire tract opposite approximate engineer station 121+86.81; thence N. 89°55'40" W. 7.50 feet along said southerly boundary line to a line parallel with and 36.50 feet perpendicularly distant easterly of said control line opposite approximate engineer station 121+86.81; thence N. 00°05'44" E. 34.69 feet along said parallel line to a point opposite engineer station 122+21.50; thence N. 08°26'07" W. 6.93 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above-described easement contains 315 square feet or 0.007 acre in area.

(Note: Rotate all bearings in the above description 00°13'16" clockwise to obtain project bearings.)

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

