

KEARNS METRO TOWNSHIP

RESOLUTION NO. 2022-10-02

DATE: October 10, 2022

**A RESOLUTION OF THE KEARNS METRO TOWNSHIP COUNCIL
APPROVING AN INTERLOCAL AGREEMENT WITH SALT LAKE
COUNTY AUTHORIZING THE CONVEYANCE OF PUBLIC PARKS TO
KEARNS**

RECITALS

WHEREAS, Utah Code § 11-13-202 authorizes two or more public agencies to execute interlocal agreements to carry out joint or cooperative actions; and

WHEREAS, Utah Code § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon; and

WHEREAS, the Kearns Metro Township (“**Kearns**”) and Salt Lake County (“**County**”) are public agencies as contemplated in the above referenced sections of the Utah Code, which are part of the Interlocal Cooperation Act, Utah Code § 11-13-101, et seq.; and

WHEREAS, following Kearns’ incorporation in 2017, the County retained ownership of certain parks located within Kearns’ municipal boundaries; namely, Bruce Field Park, David Gourley Park, Impressions Park, Loder Park, Mountain Man Park, North Park, and South Park (collectively, the “**Parks**”); and

WHEREAS, Kearns has maintained and operated the Parks following its incorporation in 2017, notwithstanding the County’s ownership of the Parks; and

WHEREAS, the County desires to formally transfer and convey the Parks to Kearns pursuant to the attached interlocal agreement, and Kearns desires to take ownership of the Parks.

NOW, THEREFORE BE IT RESOLVED by the Kearns Metro Township Council that effective immediately:

1. The attached interlocal agreement is approved pursuant to Utah Code §§ 11-13-202 and 11-13-214;
2. The Mayor and Kearns’ staff are authorized to take all steps needed to implement the interlocal agreement; and
3. The interlocal agreement is not intended to create an interlocal entity.

[execution on following page]

APPROVED AND ADOPTED by the Kearns Metro Township Council, on this 10th day of October, 2022.

KEARNS METRO TOWNSHIP:

By: Kelly F Bush

Kelly Bush, Mayor

ATTEST

Sherrie Swensen

Metro Township Clerk/Recorder
Sherrie Swensen

KEARNS METRO TOWNSHIP VOTE:

Council Member Bush voting	Yea
Council Member Butterfield voting	Yea
Council Member Peterson voting	Yea
Council Member Schaeffer voting	Yea
Council Member Snow voting	Yea

County Contract No.
DA's Contract No.

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made effective this ___ day of _____, 2022, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“County”), and the metro township of **KEARNS**, a municipal corporation of the State of Utah (“Kearns”). County and Kearns may each be referred to herein individually as a “Party” and jointly as the “Parties.”

RECITALS

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon; and

WHEREAS, Kearns and the County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act); and

WHEREAS, the conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act; and

WHEREAS, the county owns several parcels of real property known as Bruce Field Park, located at 4290 West 4865 South, Kearns, Salt Lake County State of Utah, (Parcel Nos. 21-07-207-002, 21-07-207-009, and as further described in the Quitclaim Deed attached hereto as Exhibit A), which is real property in the public use as a public park; and

WHEREAS, the County also owns several parcels of real property known as David Gourley Park, located at 4260 West 5015 South, Kearns, Salt Lake County, State of Utah 84118 (Parcel Nos. 21-07-255-002, 21-07-407-001, and as further described in the Quitclaim Deed attached hereto as Exhibit B), which is real property in the public use as a public park; and

WHEREAS, the County also owns a parcel of real property known as Impressions Park, located at 6134 S. Clernates Drive, Kearns, Salt Lake County, State of Utah 84118 (Parcel No. 20-13-338-001, and as further described in the Quitclaim Deed attached hereto as Exhibit C), which is real property in the public use as a public park; and

WHEREAS, the County also owns several parcels of real property known as Loder Park, located at 6061 South Loder Drive, Kearns, Salt Lake County, State of Utah 84117 (Parcel Nos.

20-13-452-001, 20-13-452-026, and as further described in in the Quitclaim Deed Attached hereto as Exhibit D), which is in the public use as a public park; and

WHEREAS, the County also owns a parcel of real property known as Mountain Man Park, located at 4925 South Heath Avenue, Kearns, Salt Lake County, State of Utah 84118 (Parcel No. 20-12-176-025, and as further described in the Quitclaim Deed attached hereto as Exhibit E), which is in the public use as a public park; and

WHEREAS, the County also owns a parcel of real property known as North Park, located at 5604 South Impressions Drive, Kearns, Salt Lake County, State of Utah 84044 (Parcel No. 20-13-151-003, as further described in the Quitclaim Deed attached hereto as Exhibit F), which is in the public use as a public park; and

WHEREAS, the County also owns a parcel of real property known as South Park, located at 6009 South Stone Flower Way, Kearns, Salt Lake County, State of Utah 84117 (Parcel No. 20-13-381-007, as further described in the Quitclaim Deed attached hereto as Exhibit G), which is in the public use as a public park; and

WHEREAS, Bruce Field Park, David Gourley Park, Impressions Park, Loder Park, Mountain Man Park, North Park, and South Park, are collectively referred to as the “Parks”; and

WHEREAS, there was a Salt Lake County Recreation Board (the “Board”), which has been dissolved, and Salt Lake County is the successor to any interest the Board may have had in the Parks; and

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

AGREEMENT

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

Section 1. **Conveyance**. The County shall convey the Parks to Kearns via quitclaim deeds (hereinafter “Quitclaim Deeds), for the purpose of operating and maintaining neighborhood parks. Kearns shall be solely responsible for maintaining the Parks and shall repair or replace improvements thereon as necessary to maintain their current function and use.

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

Section 3. **Use Restriction**. The Parks shall be used by Kearns solely for public parks:

- A. The Quitclaim Deeds conveying the Parks shall include a perpetual restriction requiring the Parks to be used by Kearns or its successors in interest solely as public parks or open spaces, and in the event Kearns ceases using any portion of the Parks as a public park or open space, the Park(s) will revert to County in its entirety. The form of the Quitclaim Deeds for each individual park is attached hereto as Exhibits A through G respectively.

Section 4. **Operation of the Parks.** Upon transfer of the Parks to Kearns, Kearns shall be solely responsible for the operation and maintenance of the Parks, and Kearns shall indemnify County from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Kearns' operation and maintenance of the Parks or any act or omission of Kearns, any independent contractor retained by Kearns, or anyone directly or indirectly employed by them, while working on and/or maintaining the Parks.

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

Section 6. **Additional Interlocal Cooperation Act Provisions.** In compliance with the requirements of the Interlocal Cooperation Act (hereinafter referred to as the "Act") and other applicable law:

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

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the Kearns' Manager or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

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

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

(e) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

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

Section 7. **General Provisions.** The following provisions are also integral parts of this Agreement:

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

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

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

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

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

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

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

(m) *Ethical Standards*. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS OF THIS INTERLOCAL COOPERATION AGREEMENT, Kearns, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or his/her designee, his or her signature being duly notarized.

[Signature Page Follows Below]

SALT LAKE COUNTY

By: _____
Mayor or Designee

Recommended for Approval:

Director of Salt Lake County Parks and Recreation

Recommended for Approval:

Director of Salt Lake County Public Works

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

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

On this ____ day of _____, 2022, personally appeared before me _____, who being duly sworn, did say that (s)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.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

KEARNS, a Utah Municipal Corporation

By Kelly F Bush
Mayor or Designee

Recommended for Approval:

Kearns' Engineer

ATTEST:

Sheri Swann
Kearns' Recorder

Reviewed and Advised as to
Form and Legality:

Matthew S. Blue
Kearns Attorney

Exhibit A
(Quitclaim Deed for Bruce Field Park)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. Nos. 21-07-207-002, 21-07-207-009

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as “Grantor”), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quit claims to the metro township of Kearns, a municipal corporation of the State of Utah, (hereinafter referred to as “Grantee”), the following described parcel of land commonly known as Bruce Field Park, located at 4290 West 4865 South, Kearns, Salt Lake County, State of Utah 84117 (the “Property”), and as more specifically described in Exhibit A attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space, if Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

IN WITNESS OF THIS QUITCLAIM DEED, 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 _____, 2022.

SALT LAKE COUNTY

By _____
Mayor or Designee

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

On this ____ day of _____, 2022, personally appeared before me _____, who being duly sworn, did say that s/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.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Exhibit B
(Quitclaim Deed for David Gourley Park)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. Nos. 21-07-255-002, 21-07-407-001

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as “Grantor”), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quit claims to the metro township of Kearns, a municipal corporation of the State of Utah, (hereinafter referred to as “Grantee”), the following described parcel of land commonly known as David Gourley Park, located at 4260 West 5015 South, Kearns, Salt Lake County, State of Utah 84118 (the “Property”), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space, if Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

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

IN WITNESS OF THIS QUITCLAIM DEED, 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 _____, 2022.

[Signature Page Follows Below]

SALT LAKE COUNTY

By _____
Mayor or Designee

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

On this _____ day of _____, 2022, personally appeared before me _____, who being duly sworn, did say that s/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.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Exhibit C
(Quitclaim Deed for Impressions Park)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. No. 20-13-338-001

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as “Grantor”), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quit claims to the metro township of Kearns, a municipal corporation of the State of Utah (hereinafter referred to as “Grantee”), the following described parcel of land commonly known as Impressions Park, located at 6134 South Clemates Drive, Kearns, Salt Lake County, State of Utah 84118 (the “Property”), and as more specifically described in Exhibit A attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space, if Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

IN WITNESS OF THIS QUITCLAIM DEED, 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 _____, 2022.

SALT LAKE COUNTY

By _____
Mayor or Designee

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

On this ____ day of _____, 2022, personally appeared before me _____, who being duly sworn, did say that s/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.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Exhibit D
(Quitclaim Deed for Loder Park)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. Nos. 20-13-452-001, 20-13-452-026

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as “Grantor”), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quit claims to the metro township of Kearns, a municipal corporation of the State of Utah, (hereinafter referred to as “Grantee”), the following described parcel of land commonly known as Loder Park, located at 6061 South Loder Drive, Kearns, Salt Lake County, State of Utah 84117 (the “Property”), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space, if Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

IN WITNESS OF THIS QUITCLAIM DEED, 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 _____, 2022.

SALT LAKE COUNTY

By _____
Mayor or Designee

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

On this _____ day of _____, 2022, personally appeared before me _____, who being duly sworn, did say that s/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.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Exhibit E
(Quitclaim Deed for Mountain Man Park)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. No. 20-12-176-025

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quit claims to the metro township of Kearns, a municipal corporation of the State of Utah, (hereinafter referred to as "Grantee"), the following described parcel of land commonly known as Mountain Man Park, located at 4925 South Heath Avenue, Kearns, Salt Lake County, State of Utah 84118 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space, if Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

IN WITNESS OF THIS QUITCLAIM DEED, 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 _____, 2022.

SALT LAKE COUNTY

By _____
Mayor or Designee

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

On this _____ day of _____, 2022, personally appeared before me _____, who being duly sworn, did say that s/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.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Exhibit F
(Quitclaim Deed for North Park)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. No. 20-13-151-003

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quit claims to the metro township of Kearns, a municipal corporation of the State of Utah, (hereinafter referred to as "Grantee"), the following described parcel of land commonly known as North Park, located at 5604 South Impressions Drive, Kearns, Salt Lake County, State of Utah 84044 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space, if Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

IN WITNESS OF THIS QUITCLAIM DEED, 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 _____, 2022.

SALT LAKE COUNTY

By _____
Mayor or Designee

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

On this _____ day of _____, 2022, personally appeared before me _____, who being duly sworn, did say that s/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.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Exhibit G
(Quitclaim Deed for South Park)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. No. 20-13-381-007

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quit claims to the metro township of Kearns, a municipal corporation of the State of Utah, (hereinafter referred to as "Grantee"), the following described parcel of land commonly known as South Park, located at 6009 South Stone Flower Way, Kearns, Salt Lake County, State of Utah 84117 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space, if Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

IN WITNESS OF THIS QUITCLAIM DEED, 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 _____, 2022.

SALT LAKE COUNTY

By _____
Mayor or Designee

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

On this _____ day of _____, 2022, personally appeared before me _____, who being duly sworn, did say that s/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.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)