



**COOPERATIVE AGREEMENT
BETWEEN
THE UTAH DEPARTMENT OF TRANSPORTATION
AND
SALT LAKE COUNTY**

This Cooperative Agreement (“Agreement”) made and entered into this ___ day of _____, 2020, by and between the **Utah Department of Transportation** (“UDOT”), an agency of the State of Utah, and **Salt Lake County** (“County”), a body corporate and politic of the State of Utah.

RECITALS

WHEREAS, UDOT is constructing a highway project identified as project number S-I15-(341)295, I-15; NB Bangerter Highway to I-215 in Salt Lake County, Utah, (“Project”); and

WHEREAS, UDOT must acquire property from Salt Lake County’s Copperview Recreation Center and Park (“Copperview Park”) at 8446 South Harrison Street, Midvale, UT 84047, UDOT Parcel 270, for transportation purposes to construct the Project; and

WHEREAS, Copperview Park was purchased and developed using Land and Water Conservation Funds pursuant to Section 6(f) of the Land and Water Conservation Funds Act (“LWCF Act”) and is therefore dedicated for public outdoor recreational use in perpetuity; and

WHEREAS, the acquisition of the property in question from Copperview Park would result in a conversion of property protected by the LWCF Act; therefore, UDOT must replace the value of the Section 6(f) property it wishes to acquire at Copperview Park with property of equal value as part of the Section 6(f) conversion process with the National Park Service as required by the LWCF Act; and

WHEREAS, UDOT, in cooperation and coordination with Salt Lake County, has identified a Section 6(f) replacement property known as the Lion’s Club property, 629 East 7300 South, Midvale, UT, 84047 (UDOT Parcel 270B); and

WHEREAS, County has received approval from the National Park Service for the Section 6(f) conversion, confirming compliance with the LWCF Act, including the approved boundary maps for Copperview Park and Union Park (see Exhibit A, which is incorporated by reference); and

WHEREAS, UDOT has acquired the Lion's Club property in the name of Salt Lake County; and

WHEREAS, UDOT will demolish the Lion’s Club building and rough grade the site to a level surface; and

WHEREAS, UDOT is in the process of completing a Supplemental Section 4(f) Evaluation with regard to proposed demolition of the Lion’s Club building as part of the mitigation measures for



the Section 6(f) conversion of portions of Copperview Park, with UDOT approval pending completion of the Department of Interior (DOI) review (expected in the beginning of March 2020); and

WHEREAS, UDOT has selected a contractor (“Design-Builder”) for the Project; and

WHEREAS, the Design-Builder will complete the design and construction of the Project. The Design-Builder may perform some of UDOT’s obligations in this Agreement; and

WHEREAS, UDOT has hired a contractor to demolish the Lion’s Club building.

AGREEMENT

NOW THEREFORE, UDOT and County agree as follows:

1. The County will convey to UDOT by quit claim deed a portion of Copperview Park, as described in Exhibit B, which is incorporated by reference, and as depicted by Parcel 270:A in Exhibit C, which is incorporated by reference. The quit claim deed containing a legal description of the portion of Copperview Park that the County will convey to UDOT is attached in Exhibit D, which is incorporated by reference.
2. UDOT agrees to pay for and cause to be completed the reconfiguration of the baseball fields into soccer fields at Copperview Park to County Park standards (see Exhibit E for design details of reconfiguration, which is incorporated by reference). The County grants UDOT and its Design-Builder access to Copperview Park needed for reconfiguration of the fields.
3. This Agreement allows UDOT to encroach into the newly-established west property line of Copperview Park for the purpose of grading, paving, and noise wall installation to complete roadway project. See Exhibit F for temporary construction easement description, which is incorporated by reference.
4. UDOT will purchase the Lion’s Club property (see Exhibit G, which is incorporated by reference) in the name of the County in exchange for the Copperview acquisition identified in Paragraph 1. The deed for the Lion’s Club property is attached hereto as Exhibit H, which is incorporated by reference.
5. The deed in Exhibit H shall be delivered to the County in exchange for delivery of the quit claim deed in Exhibit D to UDOT within ten (10) days of building demolition and grading of the Lion’s Club property.
6. Prior to the exchange of deeds contemplated in paragraph 5, UDOT will demolish and remove the Lion’s Club building and rough grade the Lion’s Club property to a level surface. UDOT agrees to pay for this work in exchange for the County granting UDOT a temporary construction easement, at no cost to UDOT, on Copperview Park to construct items described in paragraph 3. The temporary construction easement area is described as Parcel 270:E. Upon execution of this agreement by the parties, the County grants the



Department, its contractors, permittees, and assigns, including but not limiting to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the Project.

7. UDOT will indemnify, defend, and save harmless the County for the time period prior to the exchange of deeds in the event the National Park Service makes a determination that allowing UDOT onto the property prior to the transfer of Lion Club's property violates the LWCF. The indemnification is limited to the amounts in the Governmental Immunity Act.
8. UDOT will repair or pay for the repair of any damage to Copperview Park caused during reconfiguration of the fields.
9. This Agreement shall expire upon completion of the work as described in paragraphs 2, 3 and 8 and receipt of approval from the County pursuant to Paragraph 10.
10. Confirmation of UDOT's completion of work.
 - a. After the completion of (i) the reconfiguration work at Copperview Park, (ii) work inside of the temporary construction easement, and (iii) demolition and rough grading at the Lion's Club building, UDOT shall request written confirmation of such completion from the County.
 - b. The County shall then have thirty (30) days to submit a written response to UDOT that either (i) confirms that UDOT has completed work identified in this Paragraph 10(a) or (ii) specifically identifies how UDOT has not completed the work identified in Paragraph 10(a).
 - c. If the County timely provides written confirmation, the County shall have no further claims or demands for cost, damages, or maintenance charges for the reconfiguration of the fields by UDOT and its Design-Builder. Failure of the County to provide a written response shall be deemed confirmation of the completion of the work identified in Paragraph 10(a).
 - d. If the County timely submits a response pursuant to Paragraph (b)(ii), UDOT shall have thirty (30) days or such reasonable time as may be necessary to correct the identified deficiencies. Upon correction of any identified deficiencies, UDOT shall request written confirmation of such correction from the County. The provisions of this Paragraph 10 shall then be repeated until the County provides written confirmation that UDOT has completed the work identified in Paragraph 10(a) or such work is deemed completed as provided in Section 10(c).
11. This Agreement shall constitute the entire agreement and understanding between Salt Lake County and UDOT regarding the work performed in accordance with Copperview Park and the Lion's Club property. This Agreement shall supersede all offers, negotiations and other agreements with respect to the Agreement.
12. This Agreement is not intended to, nor provide for a change in the current right of access to this property under the existing rule, law, or UDOT's policy.



13. UDOT and Salt Lake County are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend, and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees, and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

14. MISCELLANEOUS

- a. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement at the request of the other party.
- b. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
- c. This Agreement does not create any type of agency relationship, joint venture, or partnership between the parties.
- d. Each party represents that it has the authority to enter into this Agreement.
- e. The parties may execute this Agreement in counterparts.
- f. To the extent necessary to provide clarity, the parties acknowledge that the provisions of Paragraph 2, 3, 6, 8, and 10 shall survive any closing involving the exchange of title contemplated by this Agreement in Paragraph 5.



Project No. S-I15-7(341)295, Salt Lake County
I-15; NB Bangerter Highway to I-215
Salt Lake County
Charge ID No.72712 PIN 15669

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Division Director Approval
Martin Jensen, Parks and Recreation

Salt Lake County
Mayor or Designee

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form
R. Christopher Preston

Title: Deputy District Attorney

Date: _____

.....

Recommended for Approval

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

Approved as to Form

Comptroller Office

Title: Assistant Attorney General

Title: Contract Administrator

Date: _____

Date: _____

EXHIBIT A

NPS Form 10-902A (Rev. 09/2016)
National Park Service

OMB Control No 1024-0031
Expiration Date 01/31/2020



AMENDMENT TO PROJECT AGREEMENT Land and Water Conservation Fund



State: Utah

Project Amendment No. 5

THIS AMENDMENT to Project Agreement No. 49-00109 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of Utah pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

Converting .92 acres of Copperview Park and replacing it with .5 acres at Union Park. The sponsor will encumber 10.6 acres at the existing Union Park as part of this conversion.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness thereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA
By *Roger A. Knowlton*
(Signature)

STATE
By Utah
(State)

Chief, Recreation Grants Division
(Title)


Jeff Rasmussen
(Signature)

National Park Service
United States Department of the Interior

Jeff Rasmussen
(Name)



Date 8/28/19

SLO
(Title)

6F Boundary Map - Copperview Park
Proj. #: 49-00109.5
T2S, R1W, Sec 36, SLBM
Date: 5/16/19
ASLO Signature 



D:\10279PG-108-1211 1-15 NB_9000 South to 1215 EHV and DB - GIS Only\Project Data\GIS\Horrecks\Work\Environment\6F Remaining Copperview Map.mxd, 12/11/2018 6:05:39 PM, NicoleT

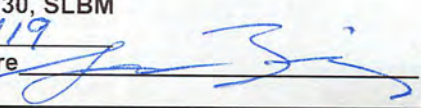
 Adjusted Park Boundary
 Area Proposed for Conversion



 0 50 100 Feet

Figure 3
Revised Section 6(f) Boundary
for Copperview Park

0:\2017\PG-108-1711 1-15 NB_9000 South to 1215 ENV and DR - GIS Only\Project Data\GIS\Herricks\Wxrd\Environmental\Section6\UnionParkBoundary.mxd, 12/11/2018 6:12:31 PM, Nicole T



6F Boundary Map - Union Park
Proj. #: 49-00109.5
T2S, R1E, Sec 30, SLBM
Date: 5/16/19
ASLO Signature 

-  Area of park proposed for Section 6(f) protection
-  Proposed Replacement Property

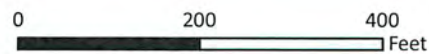


Figure 5
Proposed Replacement Property and Union Park

EXHIBIT B

OWNERSHIP RECORD

Tax ID No.: 21-36-376-002 & 21-36-376-001

Project No.: S-115-7(341)295

PIN No.: 15669

Recorded Owner: Salt Lake County

Address: Real Estate Department #S3200, PO Box 144575, Salt Lake City, UT 84114

Property Address: 8446 South Harrison Street, Midvale, UT 84047

21-36-376-002

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
2125682	2401	140	Warranty Deed	15 Nov 1965	19 Nov 1965

Description:

Beginning at a point North 4°04' East 469.61 feet from the South Quarter Corner of Section 36, Township 2 South, Range 1 West, Salt Lake Meridian, (the Southeast corner of Lot 4-B, Section 36, aforesaid) running thence North 4°04' East 156.53 feet; thence North 89°35' West 851.8 feet; thence South 7°55' East 157.89 feet; thence South 89°35' East 818.95 feet to the place of beginning. Subject to a 25 foot roadway right of way along the Eastern edge of the above described property. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: Beginning at a point 470.34 feet North 4°04' East and 818.95 feet North 89°35' West from the South 1/4 corner of said section 36; thence South 7°55' East 157.89 feet along the easterly right of way line of said railroad to south boundary line of grantors land; thence South 89°35' East 262 feet, more or less, to a point 260 feet perpendicular distant easterly from the said easterly right of way line of railroad; thence North 7°55' West 157.89 feet parallel to said easterly right of way line of railroad to north boundary line of said grantors land; thence North 89°35' West 262 feet, more or less, along said north boundary line to point of beginning.

Grantor: Harrison L. Walker and Hortense B. Walker, his wife

Less:

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
2138642	2422	23	Warranty Deed	03 Jan 1966	20 Jan 1966

Description:

A tract of land for highway known as Project No. 15-7 situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, T. 2 S., R. 1 W., S.L.M. Said tract of land is 260.0 ft. wide adjoining easterly the easterly right of way line of the Denver and Rio Grande Western Railroad. The boundaries of said tract of land are described as follows:

Beginning at a point 626.16 ft. N. 4°04' E. and 851.8 ft. N. 89°35' W, from the S $\frac{1}{4}$ corner of said Section 36; thence S. 7°55' E. 157.89 ft. along the easterly right of way line of said railroad to south boundary line of Grantors land; thence S. 89°35' E. 262 ft., more or less, to a point 260 ft. perpendicularly distant easterly from the said easterly right of way line of railroad; thence N. 7°55' W. 157.89 ft. parallel to said easterly right of way line of railroad to north boundary line of said Grantors land; thence N. 89°35' W. 262 ft., more or less, along said north boundary line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. Above described tract of land contains 0.942 acre.

Grantor: Harrison L. Walker & Hortense B. Walker, his wife

Grantee: State Road Commission of Utah

Also:

21-36-376-001

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
2186444	2525	553	Warranty Deed	26 Jan 1967	26 Jan 1967

Description:

TRACT "A":

Lot 6-B, Section 36, Township 2 South, Range 1 West, Salt Lake Meridian, EXCEPTING THEREFROM that part deeded to the State Road Commission of Utah for Highway.

TRACT "B":

Also Beginning 50 feet East from Southwest corner of Lot 3, Section 36, Township 2 South, Range 1 West, Salt Lake Meridian; running thence West 50 feet; thence North 4° 04' East 626.14 feet; thence East 23 feet; thence South 200 feet; thence Southwesterly to place of beginning. Also ten (10) shares of the East Jordan Irrigation Company.

Grantor: Aaron R. Jenkins and Lamae S. Jenkins, his wife

Less:

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
1546540	1427	219	Warranty Deed	10 Jun 1957	09 Jul 1957

Description:

A tract of land for highway known, as Project No. 01-7 situated in Lot 6B, a subdivision of Section 36, T. 25, R. 1W., S. L. M. Said tract of land is 240 feet wide adjoining easterly the easterly right-of-way line of the D. & R. G. W. Railroad. The boundaries of said tract of land are described as follows:

Beginning at the SW corner of said Lot 6B; thence N. 7°55'W.; 653.5 feet along said easterly railroad right-of-way line; thence N. 89°10'E., 243 feet , more or less, along the north boundary line of said Lot 6B; thence S. 7°55'E., 659 feet, more or less, parallel to and 240 feet easterly from said easterly railroad right-of-way line; thence N. 89°35'W., 243 feet, more or less, along the south boundary line of said Lot 6B to the point of beginning. Above described tract of land contains 3.66 acres, more or less.

The grantors also hereby grant to the grantee permission to locate and construct within the grantors land and outside the limits of the highway right-of-way all irrigation and/or waste water ditches made necessary by the construction of said project. After the above described ditches are constructed, the grantee is thereafter relieved of all responsibility for the maintenance of said ditches.

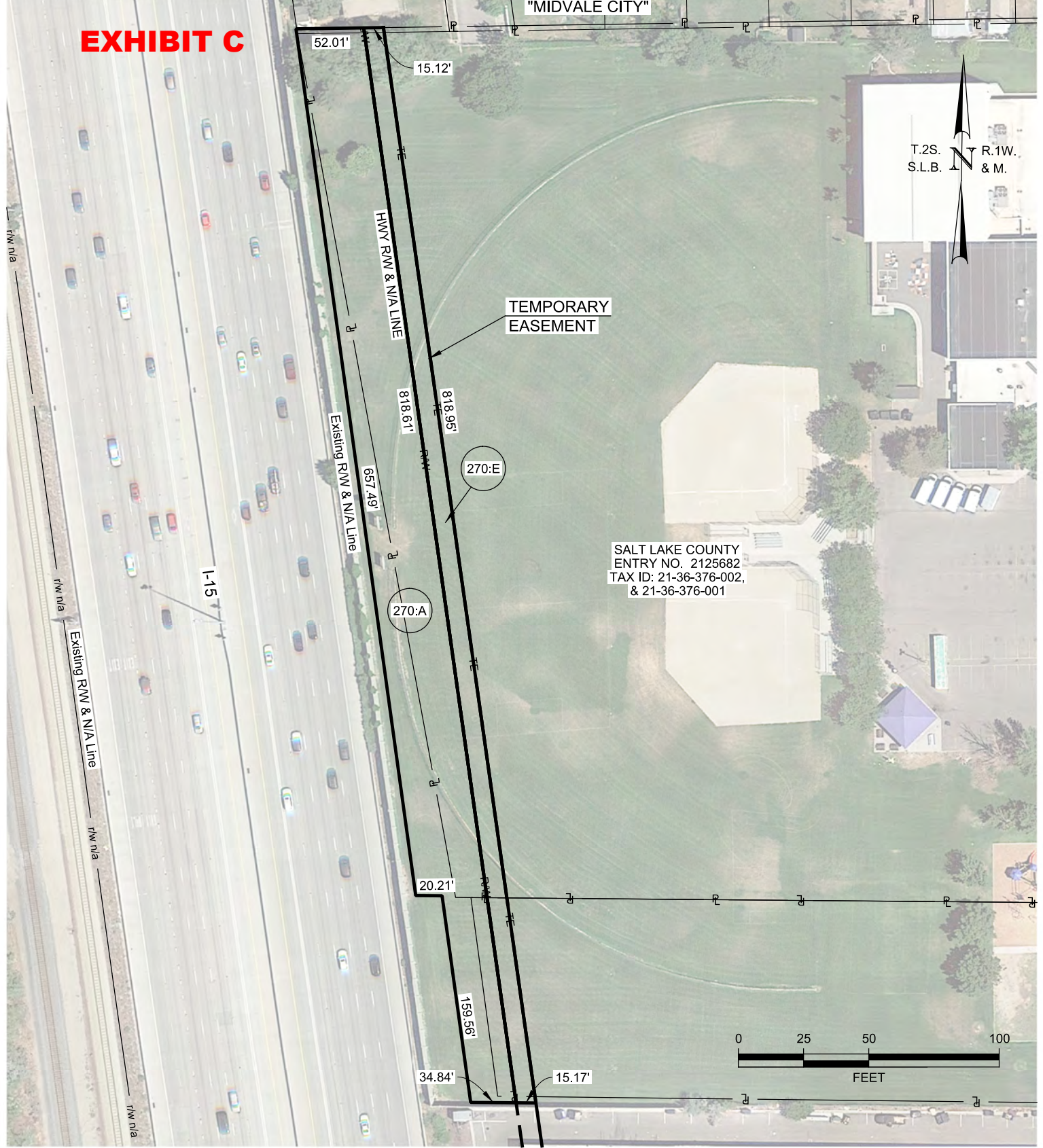
Any and all water rights pertaining to the above described land are hereby reserved by the grantor, and the grantee shall not be liable for any water assessments now due or which shall become due.

Grantor: Aaron R. Jenkins & La Mae S. Jenkins, his wife
Grantee: State Road Commission of Utah

Assessed area: The above combined described tracts of land contain 12.56 acres.
Calculated area: The above combined described tracts of land contain 12.242 acres.

Notes: The boundary lines of said entire tract we established as follows: South boundary line established by record of survey recorded as Document No. S88-04-0136 in the Salt Lake County Surveyors Office. West and East boundaries were established from existing Right of Way plans for I-15 and Midshore Manor No. 1 Subdivision, Recorded as Entry No. 3125400, in Book 78-6 at Page 171 in the Salt Lake County Recorder's Office, respectively. The North Boundary line was established by the South line of Hub-Park Subdivision, recorded as Entry No. 1609700 in Book T at Page 1 in the Salt Lake County Recorder's Office.

EXHIBIT C



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. RW AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT
270:A	SALT LAKE COUNTY	0.923	40,194		12.242	NONE	11.319
270:E	SALT LAKE COUNTY	0.282	12,283			TEMPORARY	

PROJECT	I15 NB; BANGERTER HWY TO I-215		
	RIGHT OF WAY EXHIBIT		
PROJECT NUMBER	S-I15-7(341)295	PIN NUMBER	15669

UTAH DEPARTMENT OF TRANSPORTATION
REGION TWO

DRAWN BY:	MRL
CHECKED BY:	MWW
QC CHECKED BY:	

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

EXHIBIT D

Quit Claim Deed (CONTROLLED ACCESS) (COUNTY)

Salt Lake County

Tax ID No. 21-36-376-001
21-36-376-002
PIN No. 15669
Project No. S-I15-7(341)295
Parcel No. I15:270:A
Real Estate No. 3801.001

Salt Lake County, a body corporate and politic of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of real property in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of two entire tracts of property described in Warranty Deeds recorded as Entry No. 2125682 and 2186444 in the office of the Salt Lake County Recorder. Said entire tracts are situate in the SE1/4 SW1/4 of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian, incident to the widening of I-15, known as Project No S-I15-7(341)295. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing easterly highway right of way and no-access line of I-15 and an existing fence line on the southerly boundary line of said entire tracts, as shown on that record of survey plat filed as S1988-04-0136 in the office of the Salt Lake County Surveyor, which point is 470.36 feet N.00°05'49" E. along the Quarter Section line and 7.43 feet East and 540.08 feet N.89°35'00"W. from the South Quarter corner of said Section 36; and running thence along said existing highway right of way and no-access line the following three (3) courses and distances: (1) N.7°52'37"W. 159.56 feet (Record = N. 7°55' E. 157.89 feet); (2) thence N.89°35'00"W. 20.21 feet; (3) thence N.7°51'51"W. 657.49 feet (Record = N. 7°55" W. 659 feet), more or less, to the

southerly boundary line of Hub-Park Subdivision, recorded as Entry No. 1609700 in Book T at page 1 in the office of said Recorder, and an existing fence line; thence N.89°10'00"E. 52.01 feet along said subdivision southerly boundary line and existing fence line to a point 168.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 128+53.94; thence S.08°04'03"E. 818.61 feet parallel with said right of way control line to a point in the southerly boundary line of said entire tracts and said existing fence line at a point 168.00 feet perpendicularly distant easterly from the right of way control line of said Project, opposite approximate Engineers Station 1281+35.33; thence N.89°35'00"W. 34.84 feet, more or less, along said existing fence line and 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 40,194 square feet in area or 0.923 acre.

EXHIBIT A: By this reference, made a part hereof.

To enable the Utah Department of Transportation to construct and maintain a public highway as a freeway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

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: _____
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: _____

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: _____

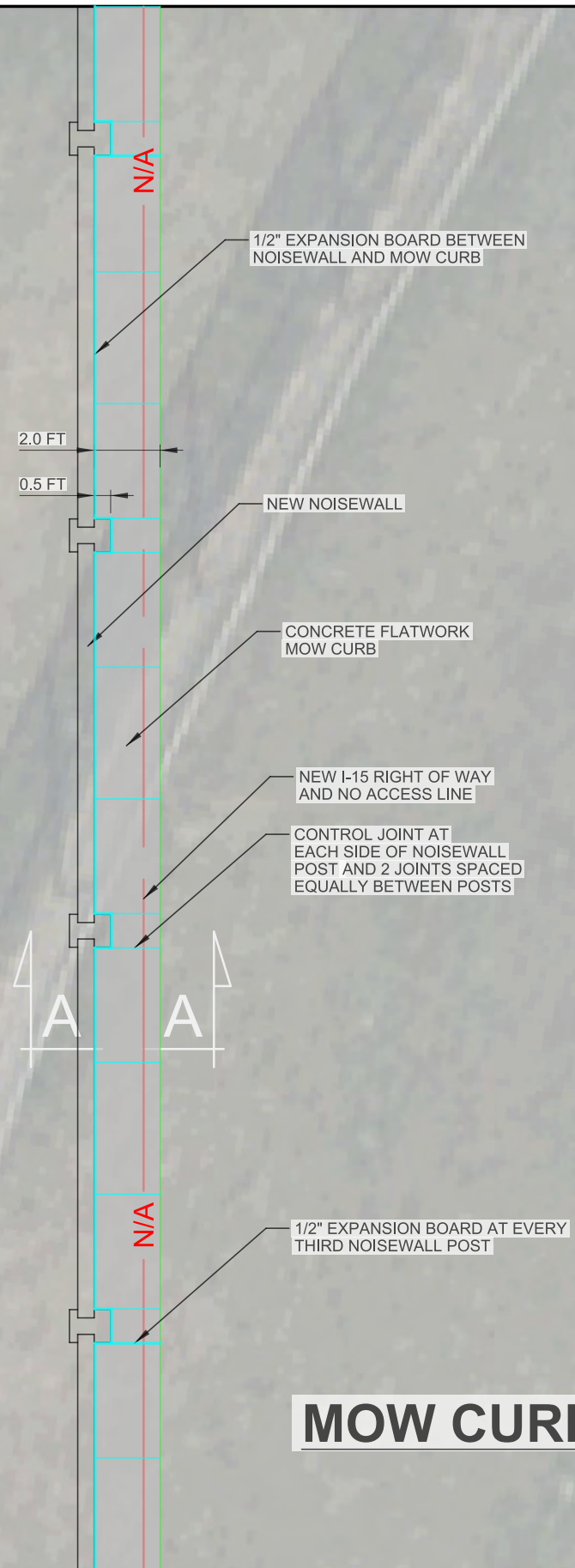
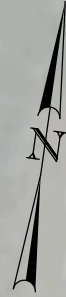
Residing in: _____

EXHIBIT E



LEGEND

- MOW STRIP
- NEW FENCING



1/2" EXPANSION BOARD BETWEEN NOISEWALL AND MOW CURB

2.0 FT
0.5 FT

NEW NOISEWALL

CONCRETE FLATWORK MOW CURB

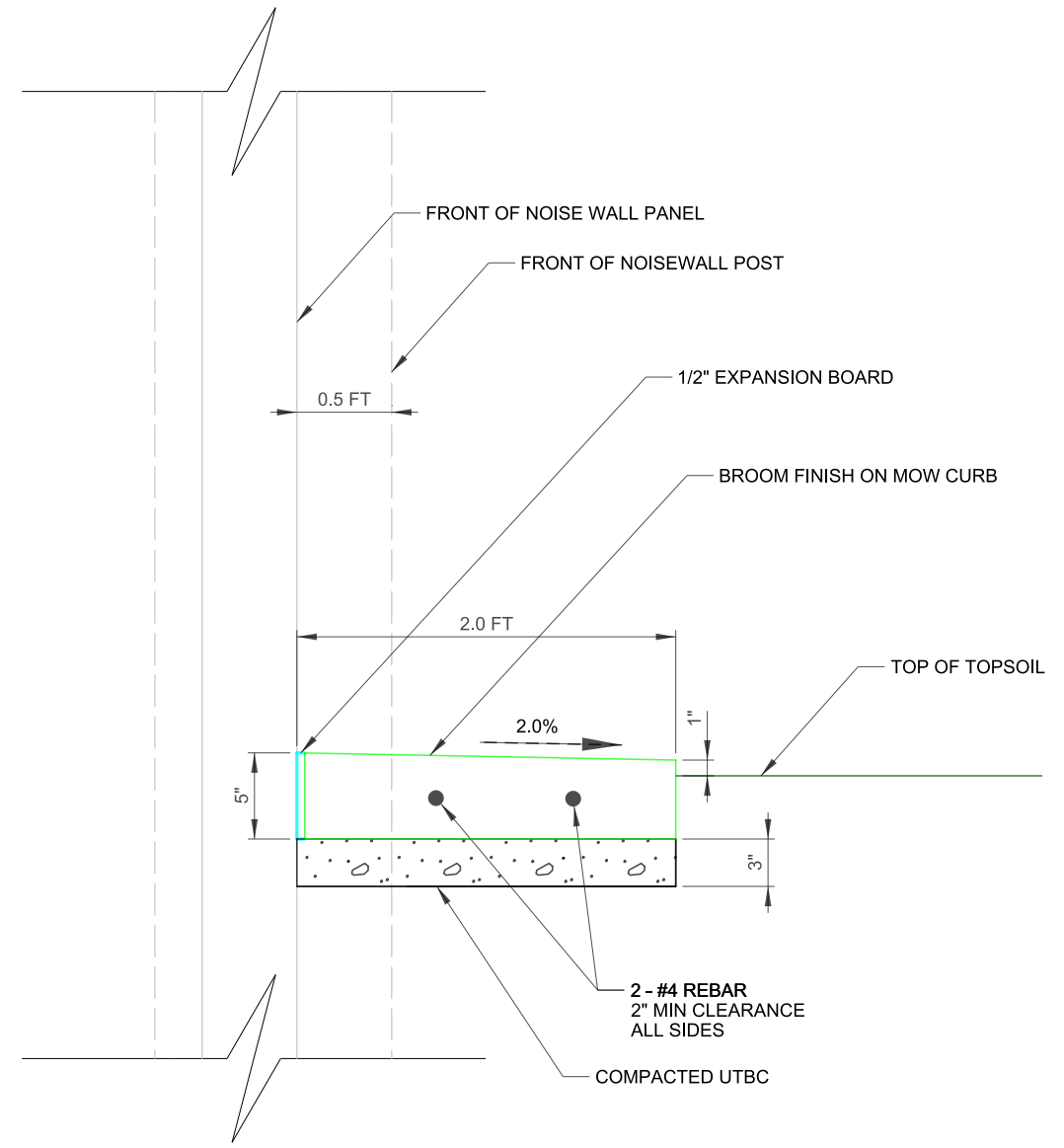
NEW I-15 RIGHT OF WAY AND NO ACCESS LINE

CONTROL JOINT AT EACH SIDE OF NOISEWALL POST AND 2 JOINTS SPACED EQUALLY BETWEEN POSTS

A A

1/2" EXPANSION BOARD AT EVERY THIRD NOISEWALL POST

MOW CURB AT COPPERVIEW PARK



FRONT OF NOISE WALL PANEL

FRONT OF NOISEWALL POST

0.5 FT

1/2" EXPANSION BOARD

BROOM FINISH ON MOW CURB

2.0 FT

2.0%

1"

TOP OF TOPSOIL

5"

3"

2 - #4 REBAR
2" MIN CLEARANCE
ALL SIDES

COMPACTED UTBC

SECTION A-A VIEW

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

EXHIBIT F

Easement

(COUNTY)
Salt Lake County

Tax ID No. 21-36-376-001
21-36-376-002
PIN No. 15669
Project No. S-I15-7(341)295
Parcel No. I15:270:E
Real Estate No. 3801.001

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, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement upon part of two entire tracts of property described in Warranty Deeds recorded as Entry No. 2125682 and 2186444 in the office of the Salt Lake County Recorder. Said entire tracts are situate in the SE1/4 SW1/4 of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, for the purpose of constructing and blending cut and/or fill slopes, a noise wall construct, and appurtenant parts thereof incident to the widening of I-15, known as Project No. S-I15-7(341)295. The 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 part of an entire tract are described as follows:

Beginning at the intersection of the easterly right of way line of said Project and an existing fence line on the southerly boundary line of said entire tracts, as shown on that record of survey plat filed as S1988-04-0136 in the office of the Salt Lake County Surveyor, which point is 470.36 feet N.00°05'49" E. along the Quarter Section line and 7.43 feet East and 505.24 feet N.89°35'00"W. from the South Quarter corner of said Section 36; and running thence N.8°04'03"W. 818.61 feet along said easterly right of way line to the southerly boundary line of Hub-Park Subdivision, recorded as Entry No. 1609700 in Book T at page 1 in the office of said Recorder, and an existing fence line;

thence N.89°10'00"E. 15.12 feet along said subdivision southerly boundary line and existing fence line; thence S.8°04'03"E. 818.95 feet to a point in said existing fence line and southerly boundary line; thence N.89°35'W. 15.17 feet along said existing fence line and 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 easement contains 12,283 square feet in area or 0.282 acre, more or less.

EXHIBIT A: By this reference, made a part hereof

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: _____
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

Acknowledgement continued from previous 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

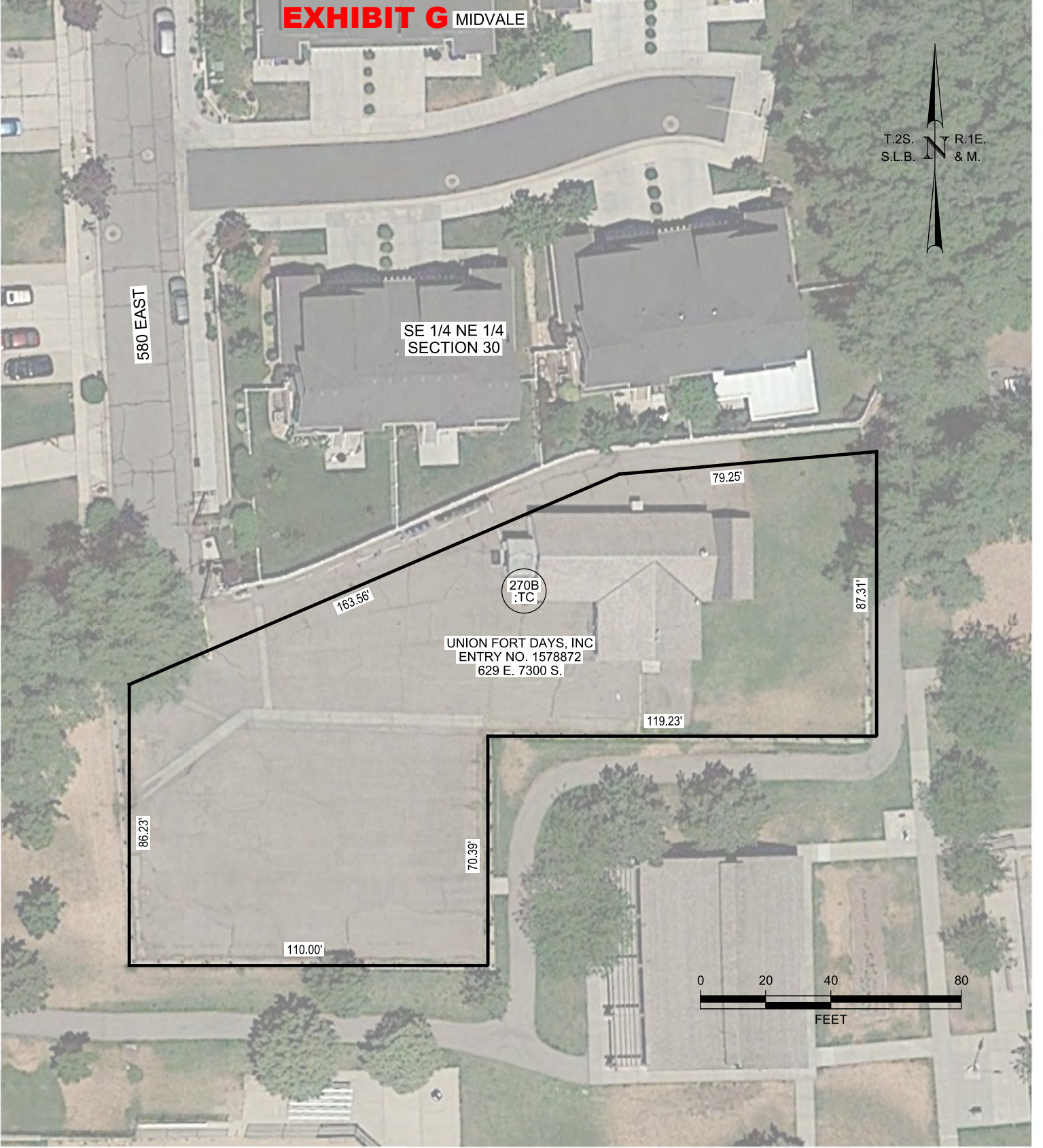
WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in: _____

EXHIBIT G MIDVALE



T.2S. R.1E.
S.L.B. & M.

UNION FORT DAYS, INC
ENTRY NO. 1578872
629 E. 7300 S.

270B
:TC



PARCEL NO.	OWNER	NET AC.	SQ. FEET	EXIST. R/W AC. IN DEED	OWNERSHIP AC.	REMAINING AC. LEFT	REMAINING AC. RIGHT	TAX ID #	
270B:TC	UNION FORT DAYS, INC	0.496	21,595		0.496	NONE	NONE	22-30-277-076	
SHEET NO. 270B	COUNTY SALT LAKE	PROPERTY OWNER: UNION FORT DAYS, INC						DRAWN BY: MRL	
PROJECT	I15 NB; BANGERTER HWY TO I-215		PROPERTY ADDRESS: 629 EAST 7300 SOUTH, MIDVALE						CHECKED BY: DJH
	RIGHT OF WAY PLANS		UTAH DEPARTMENT OF TRANSPORTATION REGION TWO						QC CHECKED BY: MWW
PROJECT NUMBER	S-I15-7(341)295	PIN NUMBER 15669							

OWNERSHIP RECORD

Tax ID No.: 22-30-277-076

Project No.: S-115-7(341)295

PIN No.: 15669

Recorded Owners: Union Fort Days, Inc., a non-profit corporation

Address: 1399 East Milne Lane, Cottonwood Heights, Utah 84047

Property Address: 629 East 7300 South, Midvale, Utah 84047

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
1578872	1483	212	Warranty Deed	31 Jan 1958	17 Feb 1958

Description:

Commencing at a point 60 rods West and North 1°30" East 46.6 rods from the East Quarter Corner of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 66°45' East 24.2 rods; thence South 1°West 175.62 feet; thence West 395.26 feet; thence North 1°26' East 4.7 feet; and thence North 66°45' East 34.13 feet to beginning.

Grantor: Board of Education of the Jordan School District

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
3430564	5096	1440	Quit Claim	17 Dec 1979	05 May 1980

Description:

Beg at a point 60 rds W 46.6 rds N 1°30' E and 24.2 rds N 66°45' E from the east quarter corner of section 30, T2S, R1E, SLB&M, and running thence N 85° E 79.25 ft, thence S 182.81 ft thence W 82.02 ft, to the East property line of the present Union Fort Days, Inc., Property as recorded in Book 1483, Page 212, thence N 1° E along said east property line, 175.82 ft to the point of beginning. Containing 14,421 sq.ft. or 0.33 acre.

Grantor: Salt Lake County

Grantee: Union Fort Days, Inc., a non-profit corporation

LESS:

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
4988308	6267	1460	Warranty Deed	30 Sept 1990	13 Nov 1990

Description:

That portion of land located in the Northeast Quarter of Section 30, Township 2 South, Range 1 East, Salt Lake Meridian and described as follows:

Beginning at a point 60 rods West and 46.6 rods N. 01°30' E. and 235.74 feet N. 66°45' E. and 86.23 feet South from the East 1/4 corner of Section 30, T2S, R1E, Salt Lake Meridian and running thence South 25.0 feet; thence East 229.23 feet; thence North 95.39 feet; thence West 119.23 feet; thence South 70.39 feet; thence West 110.0 feet to point of beginning.

Grantor: Union Fort Days, Inc. , a non-profit corporation

Grantee: Salt Lake County, a body corporate and politic of the State of Utah,

LESS:

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
3430565	5096	1441	Quit Claim	01 May 1980	05 May 1980

Description:

Beg at a point 60 rds W and 46.6 rds N 1°30' E from the E quarter corner of Section 30, T2S, R1E, SLB&M, and running thence N 66°45' E 235.74 ft m or l, to a point in line with the centerline of a 33 foot right of way extending to the North to 7200 South Street, thence S 111.23 ft, m or l to the North line of Salt Lake County's union Park, thence W along the said Park's line, 248.07 ft, thence N 1°26' E 4.7 ft thence N 66°45' E 34.13 ft to the point of beginning.

Containing 14,373 sq.ft. or .33 acres.

Grantor: Union Fort Days, Inc

Grantee: Salt Lake County, a body corporate and politic of the State of Utah

Assessed area: The above described tract of land contains 0.50 acre.

Calculated area: The above described tract of land contains 21,595 square feet or 0.496 acre.

EXHIBIT H

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

Warranty Deed

(CORPORATION)

Salt Lake County

Tax ID. 22-30-277-076

PIN No. 15669

Project No. S-I15-7(341)295

Parcel No. I15:270B:TC

Real Estate No. 3801.002

Union Fort Days, Inc., a non-profit corporation, of the State of Utah, Grantor, hereby CONVEYS AND WARRANTS to SALT LAKE COUNTY, a body politic and corporate of the State of Utah Grantee, at 2001 South State Street, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land in fee, being all of an entire tract of property described in a Warranty Deed recorded as Entry No. 1578872 in the office of the Salt Lake County Recorder. Said tract of land is situate in the SE1/4 NE1/4 of Section 30 Township 2 South, Range 1 East, Salt Lake Base and Meridian, incident to the widening of I-15, known as Project No S-I15-7(341)295. The boundaries of said tract of land are described as follows:

Commencing at a point 60 rods West and North 1°30" East 46.6 rods from the East Quarter Corner of Section 30, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 66°45' East 24.2 rods; thence South 1° West 175.62 feet; thence West 395.26 feet; thence North 1°26' East 4.7 feet; and thence North 66°45' East 34.13 feet to beginning.

Also:

A tract of land in fee, being all of an entire tract of property described in a Quit Claim Deed recorded as Entry No. 3430564 in the office of the Salt Lake County Recorder. Said tract of land is situate in the SE1/4 NE1/4 of Section 30 Township 2 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

Beg at a point 60 rods West and 46.6 rods N.1°30' E. and 24.2 rods N. 66°45' E. from the East Quarter Corner of section 30, T2S, R1E, SLB&M, and running thence N. 85° E. 79.25 feet, thence South 182.81 feet; thence West 82.02 feet to the East property

line of the present Union Fort Days, Inc., Property as recorded in Book 1483, Page 212, thence N.1° E. along said east property line 175.82 feet to the point of beginning

Less:

That portion of land described in a Warranty Deed recorded as Entry No. 4988308 in the office of the Salt Lake County Recorder. Said portion of land is located in the Northeast Quarter of Section 30, Township 2 South, Range 1 East, Salt Lake Meridian and described as follows:

Beginning at a point 60 rods West and 46.6 rods N. 01°30' E. and 235.74 feet N. 66°45' E. and 86.23 feet South from the East 1/4 corner of Section 30, T2S, R1E, Salt Lake Meridian and running thence South 25.0 feet; thence East 229.23 feet; thence North 95.39 feet; thence West 119.23 feet; thence South 70.39 feet; thence West 110.0 feet to point of beginning.

Also Less:

That portion of land described in a Quit Claim Deed recorded as Entry No. 3430565 in the office of the Salt Lake County Recorder. Said portion of land is located in the Northeast Quarter of Section 30, Township 2 South, Range 1 East, Salt Lake Meridian and described as follows:

Beginning at a point 60 rods West and 46.6 rods N 1°30' E from the East Quarter corner of Section 30, T2S, R1E, SLB&M, and running thence N. 66°45' E. 235.74 feet, more or less, to a point in line with the centerline of a 33 foot right of way extending to the North to 7200 South Street, thence South 111.23 feet, more or less to the North line of Salt Lake County's union Park, thence West along the said Park's line 248.07 feet, thence N. 1°26' E. 4.7 feet thence N. 66°45' E. 34.13 feet to the point of beginning.

The above described tract of land contains 21,595 square feet in area or 0.496 acre, more or less.

EXHIBIT A By this reference, made a part hereof

