

RESOLUTION NO. _____, 2023

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY, AUTHORIZING EXECUTION OF THE ATTACHED INTERLOCAL COOPERATION AGREEMENT TO EXCHANGE SHARED ACCESS AND USE EASEMENTS WITH THE CITY OF SOUTH JORDAN AND TO GRANT AN SANITARY SEWER EASEMENT TO THE CITY OF SOUTH JORDAN

WITNESSETH

A. Salt Lake County (the “County”) owns fee title to certain real property located at 10960 South Park Road, South Jordan, Utah, identified as Parcel No. 27-15-376-024 (the “County Property”).

B. The City of South Jordan (the “City”) owns fee title to certain real property located at approximately 11032 South Redwood Road, South Jordan, Utah, identified as Parcel No. 27-22-126-032 (the “City Property”)

C. Portions of the County Property and the City Property are currently mutually used for business access and parking (the “Shared Use Area”). To recognize this shared use, the County and the City have agreed to grant each other a Shared Access and Use Easement on each property.

D. In addition, there is an underground sanitary sewer line already installed by the City on the County Property that was not previously documented by a recorded easement.

E. The parties desire to act cooperatively to allow for the recording of the reciprocal Shared Access and Use Easements and for the recording of a sanitary sewer easement.

F. It has been determined that the best interests of the County and the general public will be served by exchanging the Shared Access and Use Easements as proposed in the attached Interlocal Cooperation Agreement and granting the sanitary sewer Easement to the City. The exchange and grant of these easements will comply with all applicable state statutes and County ordinances.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Interlocal Cooperation Agreement attached hereto as Exhibit 1 is hereby approved, and the Mayor is hereby authorized to execute said Interlocal Cooperation Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized to execute such other documents as may be reasonably necessary to comply with the terms of the approved Interlocal Cooperation Agreement, including but not limited to the Shared Access and Use Easements and the sanitary sewer Easement attached to the Interlocal Cooperation Agreement

APPROVED and ADOPTED this ____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL:

Aimee Winder Newton, Chair Date

ATTEST:

Salt Lake County Clerk

Council Member Alvord voting ____
Council Member Bradley voting ____
Council Member Bradshaw voting ____
Council Member Granato voting ____
Council Member Harrison voting ____
Council Member Stewart voting ____
Council Member Stringham voting ____
Council Member Theodore voting ____
Council Member Winder Newton voting ____

REVIEWED AS TO LEGALITY AND FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT 1

Interlocal Cooperation Agreement Between the City of South Jordan and Salt Lake County

The CITY OF SOUTH JORDAN, a state of Utah municipal corporation (“**City**”), and SALT LAKE COUNTY, a body corporate and politic of the state of Utah (“**County**”), enter into this agreement this _____ day of _____, 2023 (“**Effective Date**”), and agree as set forth below.

RECITALS

A. County owns fee title to certain real property located at 10960 South Park Road, South Jordan, Utah, identified as Parcel No. 27-15-376-024, more particularly described on Exhibit A attached hereto (the “**County Property**”).

B. City owns fee title to certain real property located at approximately 11032 South Redwood Road, South Jordan, Utah, identified as Parcel No. 27-22-126-032, more particularly described on Exhibit B attached hereto (the “**City Property**”).

C. Portions of the County Property and the City Property are currently mutually used for business access and parking (the “**Shared Use Area**”). To recognize this shared use, County and City have agreed to grant each other a Shared Access and Use Easement on each property.

D. In addition, there is an underground sanitary sewer line already installed by City on the County Property that was not previously documented by a recorded easement.

E. The parties desire to act cooperatively to allow for the recording of the reciprocal Shared Access and Use Easements and for the recording of a sanitary sewer easement.

F. As local governmental units, the parties are authorized under the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq. (the “**Interlocal Act**”), to make the most efficient use of their powers by acting cooperatively to provide needed services and facilities so that the parties benefit from economy of scale and shared resources. Therefore, the parties agree as follows:

TERMS

1. **RECORDING OF DOCUMENTS.**

a. City shall sign and record a Shared Access and Use Easement for the benefit of County in substantially the form attached hereto as Exhibit A.

b. County shall sign and record a Shared Access and Use Easement for the benefit of City in substantially the form attached hereto as Exhibit B.

c. County shall also record an Easement granting City a sanitary sewer easement across the County Property in substantially the form attached hereto as Exhibit C.

2. **TERM.** The term of this agreement begins on the Effective Date and terminates upon the performance by the parties of all the obligations described herein.

3. **CONSIDERATION.** The parties agree that because of the mutual benefit and pre-existing nature of the uses described herein, no consideration will be exchanged for the grant of the Shared Access and Use Easements or for the underground sanitary sewer Easement.

4. **TERMINATION OR AMENDMENT.** This agreement and all provisions contained herein shall only be amended or terminated by written agreement between the parties, their successors, or their assigns. Any agreement to terminate or modify this agreement shall be recorded at the Salt Lake County Recorder's Office.

5. **BREACH WILL NOT TERMINATE.** No breach or violation of any provision of this agreement will entitle any person or entity to cancel, rescind, or otherwise terminate this agreement, but this limitation will not affect, in any manner, any other rights or remedies to which a party may be entitled at law or in equity by reason of a breach of this agreement.

6. **ADMINISTRATION.** This agreement does not create a separate entity; however, to the extent that any administration of this agreement becomes necessary, then the development services director of each party, or their designees, shall constitute a joint board for such purpose.

7. **INTERLOCAL COOPERATION ACT.** The parties acknowledge that this agreement is subject to the provisions and procedures of the Interlocal Act and they agree to process, approve, manage, and archive this agreement in compliance with the Interlocal Act. In compliance with the Interlocal Act:

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

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

c. **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.

d. **Manner of Acquiring, Holding or Disposing of Property.** The Parcels shall be acquired, held or disposed of as provided in this agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

8. MISCELLANEOUS.

a. **Entire Agreement.** This agreement, including exhibits, constitutes the entire agreement between the parties, and no other promises or understandings, express and implied, shall be binding upon the parties regarding the subject matter in this document

b. **No Waiver.** Any party's failure to enforce any provision of this agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

c. **Headings.** The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this agreement.

d. **Severability.** If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this agreement. This agreement shall otherwise remain in full force and effect provided the fundamental purpose of this agreement and the parties' ability to complete the Project as set forth herein is not defeated by such severance.

e. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of this agreement.

f. **Attorney's Fees and Costs.** If any party brings legal action either because of a breach of this agreement or to enforce a provision of this agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees and court costs.

g. **Binding Effect.** The benefits and burdens of this agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest and assigns.

h. **No Third Party Rights.** The obligations of the parties set forth in this agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

i. **Time of Essence.** Time is the essence in this agreement.

j. **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.

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

l. **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.

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.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

CITY OF SOUTH JORDAN, a state of Utah municipal corporation

By: _____

(Print name and title above)

APPROVED AS TO FORM:

Attorney for City

SALT LAKE COUNTY, a body corporate and politic of the state of Utah

By: Exhibit Only, Do Not Sign
Mayor or Designee

REVIEWED AS TO FORM AND
LEGALITY:

Attorney for County

EXHIBIT A

Shared Access and Use Easement to be Signed by City

When Recorded Return to:
Mr. Don Tingey
South Jordan City
1600 W Towne Center

PARCEL #27-22-126-032
GRANTOR: SOUTH JORDAN
CITY
Page 1 of 4

SHARED ACCESS AND USE EASEMENT

SOUTH JORDAN CITY (“Grantor”), owner of Parcel No. 27-22-126-032 , hereby grants and conveys to **SALT LAKE COUNTY (“Grantee”)**, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, a non-exclusive, perpetual Shared Access and Use Easement for business access, ingress and egress, and parking on a portion of the Grantor’s property, more particularly described as:

See Exhibit “A” attached hereto and by this reference made a part hereof.

Contains: 5,844 square feet or 0.134 acres

Grantee reserves said Shared Access and Use Easement, with the right of ingress and egress, to said Grantee’s officers, employees, representatives, agents, and assigns, as well as the public at large, to enter upon the above described easement as necessary for parking purposes.

Grantor shall be primarily responsible for day-to-day maintenance of the improvements used by both parties as part of this Shared Access and Use Easement. Notwithstanding the foregoing, to the extent a party causes damage to the shared access easement or the improvements thereon, such party shall (a) be responsible for repairing said damage to return the shared access easement or the improvements thereon to the condition in which they were prior to the occurrence of the damage; and (b) to the extent allowed by law, shall defend, indemnify and hold harmless the other party from any claims from any other third parties regarding such damage. If any capital maintenance is required to repair or replace the improvements used by both parties as part of this Shared Access and Use Easement, the parties shall equally share the expenses.

This shared access easement is effective upon filing this instrument with the Salt Lake County Recorder’s Office. Furthermore, this shared access easement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

GRANTOR: SOUTH JORDAN CITY

By: Exhibit Only, Do Not Sign

Its: _____

State of Utah)

)

County of Salt Lake)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by ____,
the _____ of SOUTH JORDAN CITY.

Exhibit A

Page 3

LEGAL DESCRIPTION

A SHARED ACCESS EASEMENT BEING PART OF AN ENTIRE TRACT DESCRIBED IN THAT QUIT CLAIM DEED, RECORDED AT ENTRY #7809779, IN BOOK 8419, ON PAGE 7097, IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND IS DESCRIBED AS FOLLOWS:

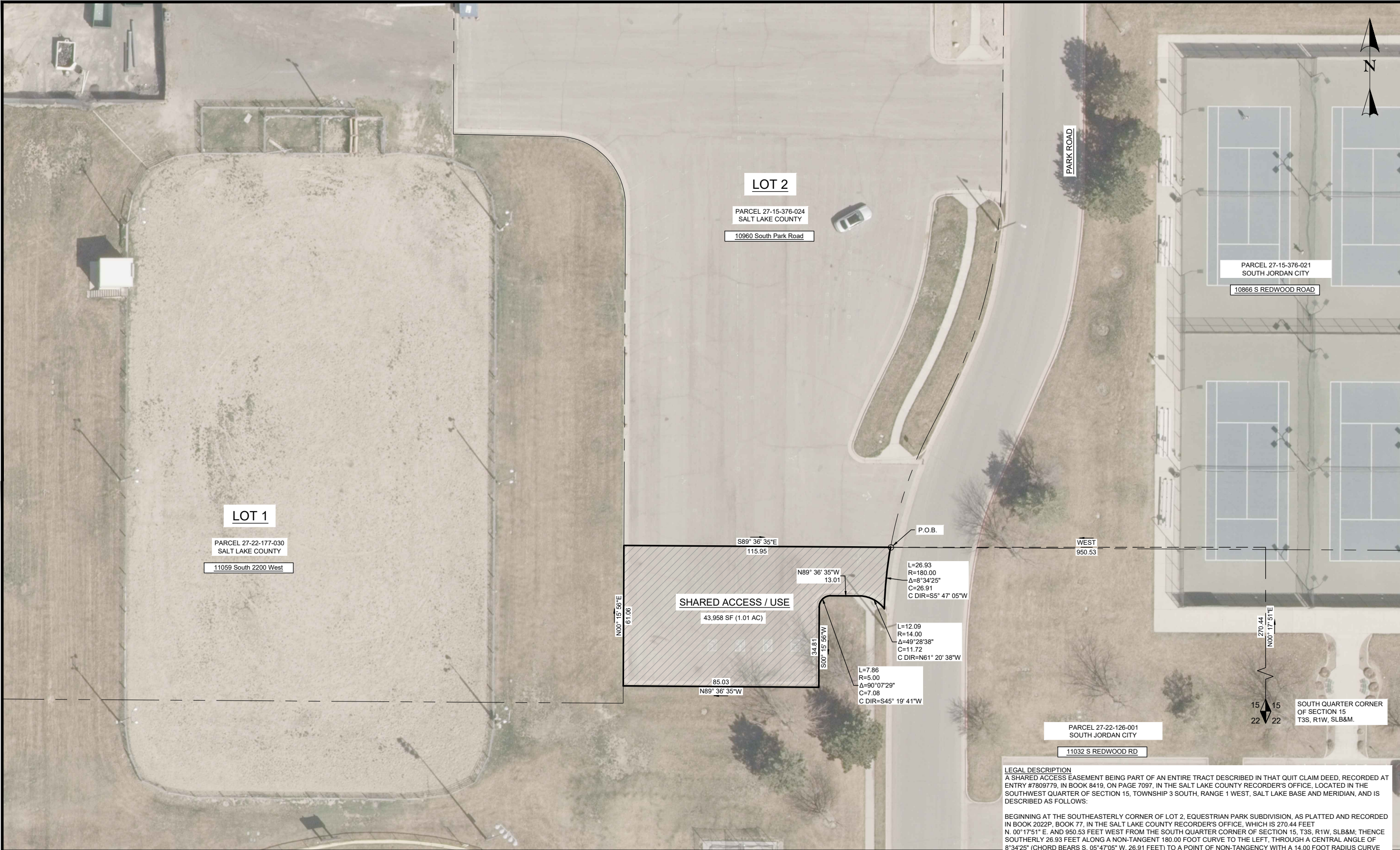
BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 2, EQUESTRIAN PARK SUBDIVISION, AS PLATTED AND RECORDED IN BOOK 2022P, BOOK 77, IN THE SALT LAKE COUNTY RECORDER'S OFFICE, WHICH IS 270.44 FEET N. 00°17'51" E. AND 950.53 FEET WEST FROM THE SOUTH QUARTER CORNER OF SECTION 15, T3S, R1W, SLB&M; THENCE SOUTHERLY 26.93 FEET ALONG A NON-TANGENT 180.00 FOOT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°34'25" (CHORD BEARS S. 05°47'05" W. 26.91 FEET) TO A POINT OF NON-TANGENCY WITH A 14.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 12.09 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°28'38", BEARING TO RADIUS POINT IS S. 53°24'02" W. (CHORD BEARS N. 61°20'38" W. 11.72 FEET); THENCE N. 89°36'35" W. 13.01 FEET TO THE POINT OF TANGENCY WITH A 5.00 FOOT CURVE TO LEFT; THENCE SOUTHWESTERLY 7.86 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°07'29" (CHORD BEARS S. 45°19'41" W. 7.08 FEET); THENCE S. 00°15'56" W. 34.81 FEET; THENCE N. 89°36'35" W. 85.03 FEET TO AN EASTERLY BOUNDARY LINE OF LOT 1, IN SAID EQUESTRIAN PARK SUBDIVISION; THENCE N. 00°15'56" E. 61.06 FEET ALONG SAID LOT LINE TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE S. 89°36'35" E. 115.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED SHARED ACCESS EASEMENT CONTAINS 5,844 SQUARE FEET IN AREA, OR 0.134 ACRE, MORE OR LESS.

EXHIBIT "B" BY THIS REFERENCE, MADE A PART HEREOF.

BASIS OF BEARING: N. 00°16'08" E. ALONG THE WESTERLY SECTION LINE BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 15, T3S, R1W, S.L.B. & M.

C:\South Jordan City AutoCAD\City Park Sewer Easements\Design\City Park Sewer and Access Easements.dwg



LOT 1

PARCEL 27-22-177-030
SALT LAKE COUNTY

11059 South 2200 West

LOT 2

PARCEL 27-15-376-024
SALT LAKE COUNTY

10960 South Park Road

SHARED ACCESS / USE

43,958 SF (1.01 AC)

85.03

N89° 36' 35"W

N00° 15' 56"E

61.06

S89° 36' 35"E

115.95

N89° 36' 35"W

13.01

S30° 15' 56"W

34.81

L=7.86
R=5.00
Δ=90°07'29"
C=7.08
C DIR=S45° 19' 41"W

L=12.09
R=14.00
Δ=49°28'38"
C=11.72
C DIR=N61° 20' 38"W

L=26.93
R=180.00
Δ=8°34'25"
C=26.91
C DIR=S5° 47' 05"W

P.O.B.

PARK ROAD

PARCEL 27-15-376-021
SOUTH JORDAN CITY

10866 S REDWOOD ROAD

WEST

950.53

270.44

N00° 17' 51"E

15

22

SOUTH QUARTER CORNER
OF SECTION 15
T3S, R1W, SLB&M.

PARCEL 27-22-126-001
SOUTH JORDAN CITY

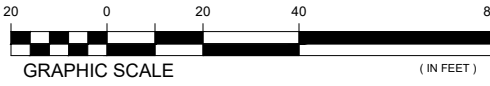
11032 S REDWOOD RD

LEGAL DESCRIPTION
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BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 2, EQUESTRIAN PARK SUBDIVISION, AS PLATTED AND RECORDED IN BOOK 2022P, BOOK 77, IN THE SALT LAKE COUNTY RECORDER'S OFFICE, WHICH IS 270.44 FEET N. 00°17'51" E. AND 950.53 FEET WEST FROM THE SOUTH QUARTER CORNER OF SECTION 15, T3S, R1W, SLB&M; THENCE SOUTHERLY 26.93 FEET ALONG A NON-TANGENT 180.00 FOOT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°34'25" (CHORD BEARS S. 05°47'05" W. 26.91 FEET) TO A POINT OF NON-TANGENCY WITH A 14.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 12.09 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°28'38", BEARING TO RADIUS POINT IS S. 53°24'02" W. (CHORD BEARS N. 61°20'38" W. 11.72 FEET); THENCE N. 89°36'35" W. 13.01 FEET TO THE POINT OF TANGENCY WITH A 5.00 FOOT CURVE TO LEFT; THENCE SOUTHWESTERLY 7.86 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°07'29" (CHORD BEARS S. 45°19'41" W. 7.08 FEET); THENCE S. 00°15'56" W. 34.81 FEET; THENCE N. 89°36'35" W. 85.03 FEET TO AN EASTERLY BOUNDARY LINE OF LOT 1, IN SAID EQUESTRIAN PARK SUBDIVISION; THENCE N. 00°15'56" E. 61.06 FEET ALONG SAID LOT LINE TO THE SOUTHWESTERLY CORNER OF SAID LOT 2; THENCE S. 89°36'35" E. 115.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED SHARED ACCESS EASEMENT CONTAINS 5,844 SQUARE FEET IN AREA, OR 0.134 ACRE, MORE OR LESS.

BASIS OF BEARING: N. 00°16'08" E. ALONG THE WESTERLY SECTION LINE BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 15, T3S, R1W, S.L.B. & M.



LEGEND



NO.	DATE	REVISION COMMENTS

SOUTH JORDAN
UTAH
1800 West Towne Center Dr. / South Jordan, UT 84095
Telephone: (801) 254-3742 / Web: WWW.SJC.UTAH.GOV

SOUTH JORDAN CITY
CITY PARK SHARED ACCESS/USE EASEMENT
SOUTH JORDAN PARCEL 27-22-126-001
EXHIBIT-B

Drawn By: JWH
Designed By: JWH
Checked By: _____
Date: 3/7/2023

EX-B

EXHIBIT B

Shared Access and Use Easement to be signed by County

When Recorded Return to:
Mr. Don Tingey
South Jordan City
1600 W Towne Center

PARCEL I.D.# 27-15-376-024
GRANTOR: SALT LAKE COUNTY
Page 1 of 4

SHARED ACCESS AND USE EASEMENT

SALT LAKE COUNTY (“Grantor”), owner of Parcel No. 27-15-376-024, hereby grants and conveys to **SOUTH JORDAN CITY** (“Grantee”), for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, a non-exclusive, perpetual Shared Access and Use Easement for business access, ingress and egress, and parking on a portion of the Grantor’s property, more particularly described as:

See Exhibit “A” attached hereto and by this reference made a part hereof.

Contains: 43,958 square feet or 1.01 acres

Grantee reserves said Shared Access and Use Easement, with the right of ingress and egress, to said Grantee’s officers, employees, representatives, agents, and assigns, as well as the public at large, to enter upon the above described easement as necessary for parking purposes.

Grantor shall be primarily responsible for day-to-day maintenance of the improvements used by both parties as part of this Shared Access and Use Easement. Notwithstanding the foregoing, to the extent a party causes damage to the shared access easement or the improvements thereon, such party shall (a) be responsible for repairing said damage to return the shared access easement or the improvements thereon to the condition in which they were prior to the occurrence of the damage; and (b) to the extent allowed by law, shall defend, indemnify and hold harmless the other party from any claims from any other third parties regarding such damage. If any capital maintenance is required to repair or replace the improvements used by both parties as part of this Shared Access and Use Easement, the parties shall equally share the expenses.

This shared access easement is effective upon filing this instrument with the Salt Lake County Recorder’s Office. Furthermore, this shared access easement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

GRANTOR: SALT LAKE COUNTY

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

By: Exhibit Only, Do Not Sign
 MAYOR or DESIGNEE

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: _____

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me _____, Who being duly sworn, did say that __he is the CLERK 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

LEGAL DESCRIPTION:

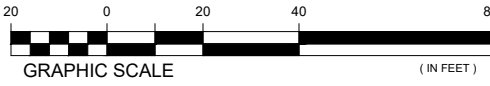
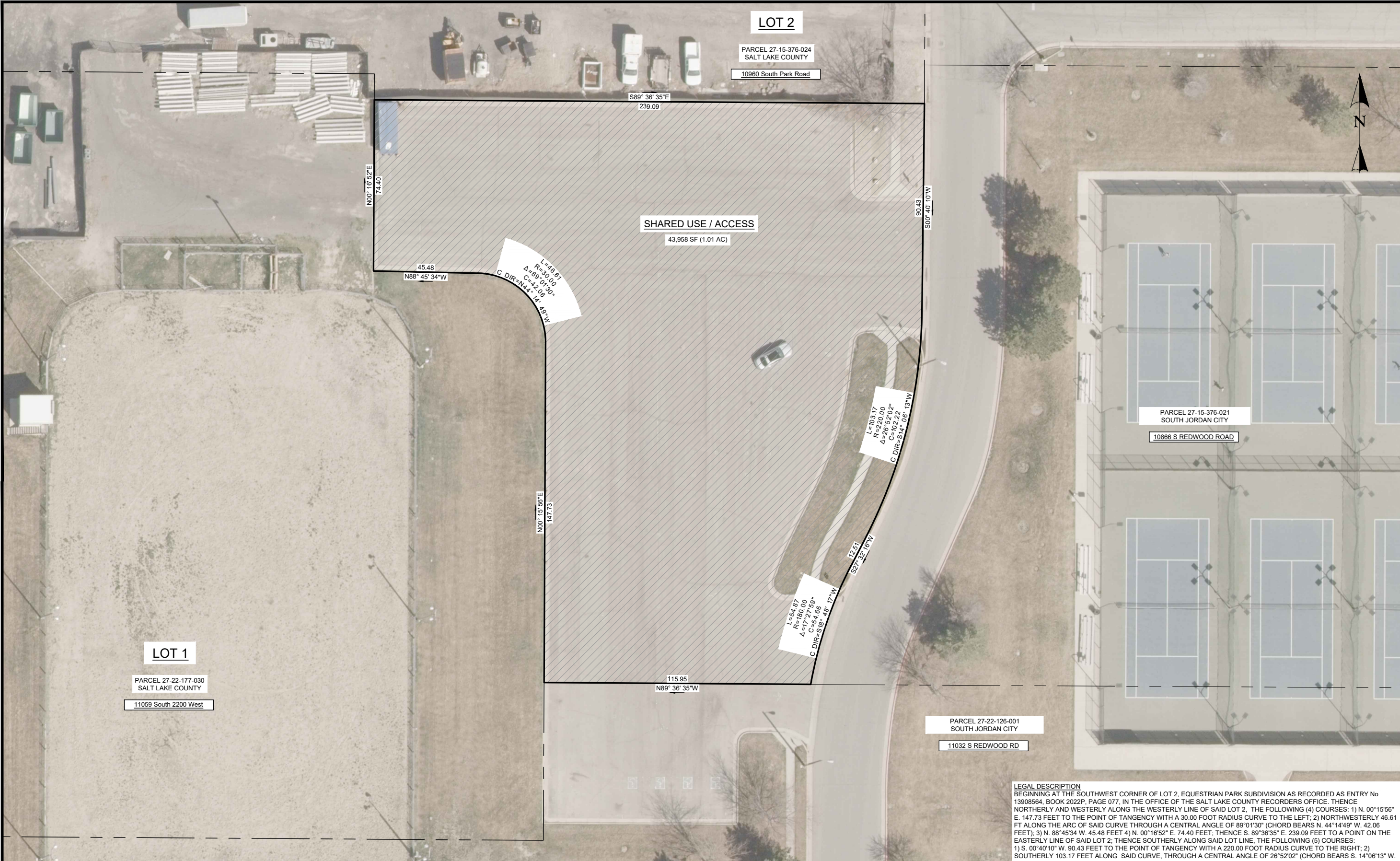
BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, EQUESTRIAN PARK SUBDIVISION AS RECORDED AS ENTRY No 13908564, BOOK 2022P, PAGE 077, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDERS OFFICE. THENCE NORTHERLY AND WESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2, THE FOLLOWING (4) COURSES: 1) N. 00°15'56" E. 147.73 FEET TO THE POINT OF TANGENCY WITH A 30.00 FOOT RADIUS CURVE TO THE LEFT; 2) NORTHWESTERLY 46.61 FT ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°01'30" (CHORD BEARS N. 44°14'49" W. 42.06 FEET); 3) N. 88°45'34 W. 45.48 FEET 4) N. 00°16'52" E. 74.40 FEET; THENCE S. 89°36'35" E. 239.09 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTHERLY ALONG SAID LOT LINE, THE FOLLOWING (5) COURSES: 1) S. 00°40'10" W. 90.43 FEET TO THE POINT OF TANGENCY WITH A 220.00 FOOT RADIUS CURVE TO THE RIGHT; 2) SOUTHERLY 103.17 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°52'02" (CHORD BEARS S. 14°06'13" W. 102.22 FEET); 3) S. 27°32'16" W. 12.51 FEET TO THE POINT OF TANGENCY WITH A 180.00 FOOT RADIUS CURVE TO THE LEFT; 4) SOUTHERLY 54.87 FEET ALONG CURVE, HAVING A CENTRAL ANGLE OF 17°27'59" (CHORD BEARS S. 18°48'17" W. 54.66 FT) TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE N. 89°36'35" W. 115.95 FEET ALONG SAID SOUTHERLY LOT LINE TO THE POINT OF BEGINNING.

THE SHARED ACCESS AND USE EASEMENT CONTAINS 43,958 SQUARE FEET IN AREA, OR 1.01 ACRES, MORE OR LESS.

EXHIBIT "B" BY THIS REFERENCE, MADE A PART HEREOF.

BASIS OF BEARING: N. 00°16'08" E. ALONG THE WESTERLY SECTION LINE BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 15, T3S, R1W, S.L.B. & M.

C:\South Jordan City AutoCAD\City Park Sewer Easements\Design\City Park Sewer and Access Easements.dwg



LEGEND
[Hatched Box] SHARED USE AREA

LEGAL DESCRIPTION
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LOT 1
PARCEL 27-22-177-030
SALT LAKE COUNTY
11059 South 2200 West

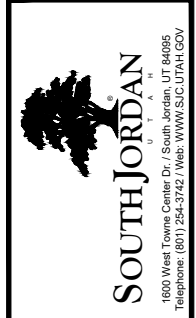
LOT 2
PARCEL 27-15-376-024
SALT LAKE COUNTY
10960 South Park Road

SHARED USE / ACCESS
43,958 SF (1.01 AC)

PARCEL 27-15-376-021
SOUTH JORDAN CITY
10866 S REDWOOD ROAD

PARCEL 27-22-126-001
SOUTH JORDAN CITY
11032 S REDWOOD RD

NO.	DATE	REVISION COMMENTS



SOUTH JORDAN CITY
CITY PARK SHARED USE / ACCESS EASEMENT
LOT 2, EQUESTRIAN PARK SUBDIVISION
EXHIBIT-B

Drawn By: JWH
Designed By: JWH
Checked By: _____
Date: 3/7/2023

EX-B

EXHIBIT C

Sanitary Sewer Easement

When Recorded Return to:
Mr. Don Tingey
South Jordan City
1600 W Towne
Center

PARCEL I.D.# 27-15-376-024
GRANTOR: SALT LAKE COUNTY
Page 1 of 4

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Southwest Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTOR hereby grants, and sets over unto SOUTH JORDAN CITY, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTOR's land lying within a strip twenty (20) feet wide, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part
hereof. Contains: 2,963 square feet or 0.068 acres

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. GRANTEE shall restore, or ensure that the contractor performing the work restores, all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTOR shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. Provided, however, that GRANTOR may cross or cover this right-of-way and easement with sidewalks, curbs and gutters, asphalt roadways, driveways, or other similar non-permanent improvements. The Facilities located on, under and across this easement will be

installed, maintained, and operated by GRANTEE in accordance with all applicable codes, laws, rules, or regulations.

This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE only with prior written approval of GRANTOR.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this _____ day of _____, 20____.

GRANTOR: SALT LAKE COUNTY

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)
By: Exhibit Only, Do Not Sign
MAYOR or DESIGNEE
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: _____

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

On this _____ day of _____, 20____, personally appeared before me _____, Who being duly sworn, did say that __he is the CLERK 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

LEGAL DESCRIPTION:

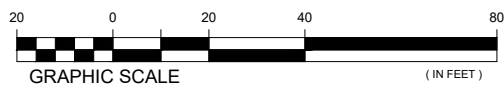
BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 2, EQUESTRIAN PARK SUBDIVISION AS RECORDED AS ENTRY No. 13908564, IN BOOK 2022P, ON PAGE 77, IN THE OFFICE OF SALT LAKE COUNTY RECORDER'S OFFICE, WHICH IS 35.76 FEET S. 89°46'50" E. FROM SAID NORTHWEST CORNER OF LOT 2; THENCE S. 89°46'50" E. 21.14 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2; THENCE S. 18°41'05" E. 148.17 FEET TO A POINT ON A SOUTHERLY LINE OF SAID LOT 2; THENCE N. 89°36'35" E. 21.16 FEET ALONG SAID LOT LINE; THENCE N. 18° 41'05" W. 148.10 FEET TO THE POINT OF BEGINNING.

THE 20 FOOT WIDE SEWER SANITARY EASEMENT CONTAINS 2,963 SQUARE FEET IN AREA, OR 0.068 ACRE, MORE OR LESS.

EXHIBIT "B" BY THIS REFERENCE, MADE A PART HEREOF.

BASIS OF BEARING: N. 00°16'08" E. ALONG THE WESTERLY SECTION LINE BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 15, T3S, R1W, S.L.B. & M.

F:\ENGINEERING\Construction Division\CIP Projects\2022 Projects\City Park Sewer Easements\Design\City Park Sewer Easements\Design\City Park Sewer and Access Easements.dwg



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NO.	DATE	REVISION COMMENTS



SOUTH JORDAN CITY
 CITY PARK SEWER EASEMENT
 LOT 2, EQUESTRIAN PARK SUBDIVISION
 EXHIBIT-B

Drawn By: JWH
 Designed By: JWH
 Checked By: _____
 Date: 12/6/2022

EX-B