

RESOLUTION NO. \_\_\_\_\_

DATE \_\_\_\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL  
AUTHORIZING ACCEPTANCE OF A DONATION OF REAL  
PROPERTY LOCATED AT APPROXIMATELY 873, 875 AND 903  
WEST MEADOW BROOK EXPRESSWAY IN SALT LAKE  
COUNTY

RECITALS

A. Salt Lake County ("County") wishes to accept a donation of a parcel of real property located at 873, 875 and 903 West Meadow Brook Expressway, Salt Lake County, Utah (the "Property"), aka, Parcel Nos. 15-35-400-073, 15-35-400-117-4001, 15-35-400-117-4002, 15-35-400-118-4001, and 15-35-400-118-4002.

B. Hans G. Ehrbar, trustee of The Hans G. Ehrbar Trust dated August 23, 2006 is the record owner of the Property and has offered in writing to donate the Property to the County for no fee. The County is interested in acquiring the Property to use as open space.

C. Mr. Ehrbar, as Trustee, and the County have prepared a real estate donation contract, outlining the terms of the donation, and Mr. Ehrbar, as Trustee, has signed a Declaration of Gift as required by Salt Lake County Policy.

D. It has been determined that the best interests of the County and the general public will be served by accepting the Property according to the terms and conditions of the attached Real Estate Donation Contract. The acceptance will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the County accepts the donation of the Property from Mr. Ehrbar, as Trustee, pursuant to the

terms and conditions set forth in the Real Estate Donation Contract ("Contract"), attached hereto as Exhibit 1, and directs that the Chair sign the Declaration of Gift accompanying the Contract. The attached Contract is hereby accepted and approved, and the Mayor is authorized to sign the attached Contract on behalf of the County, to accept Quit Claim Deeds of conveyance from Mr. Ehrbar, as Trustee, and to sign any other documents required to complete the acquisition of the Property.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Aimee Winder Newton, Chair

ATTEST:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney  
Date: \_\_\_\_\_

## **Exhibit 1**

## REAL ESTATE DONATION CONTRACT

The Hans G. Ehrbar, trustee of The Hans G. Ehrbar Trust dated August 23, 2006 ("Grantor"), hereby agrees to donate to SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Grantee"), and the Grantee hereby accepts the Property described below from the Grantor, on the terms and conditions contained herein.

**1. PROPERTY:** Parcel Nos. 15-35-400-073, 15-35-400-117-4001, 15-35-400-117-4002, 15-35-400-118-4001, and 15-35-400-118-4002, Salt Lake County, Utah. For legal description, see Exhibit A (collectively hereinafter the "Property").

**1.1 INCLUDED ITEMS:** Unless excluded herein, this donation shall include all improvements and fixtures presently attached to the Property if applicable.

**1.2 EXCLUDED ITEMS:** These items are excluded from this sale: None.

**2. PURCHASE PRICE:** The Property shall be donated by the Grantor to the Grantee for no fee.

**3. CLOSING:** This transaction shall be closed on or before December \_\_, 2019. Closing shall occur when Grantee and Grantor have: (a) signed and delivered to each other (or to the escrow/title company), all documents required by this contract, by written escrow instructions, and by applicable law; and (b) Grantee has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9. The Grantee shall pay the costs associated with the escrow-closing fee unless otherwise agreed by the parties in writing. All pro-rations, particularly of real estate property taxes, shall be made as of the date of closing. The Grantor will obtain an updated appraisal of the Property and deliver a copy to the Grantee. At closing, Grantee shall provide Grantor with the Declaration of Gift, attached as Exhibit B, signed by Grantee.

**4. POSSESSION:** Grantor shall deliver possession of the Property to Grantee at the time of the closing.

**5. AGENCY DISCLOSURE:** By signing this contract, Grantor represents and warrants that it is not represented by a real estate broker and Grantee is not obligated to pay any real estate commission in this transaction.

**6. TITLE TO PROPERTY AND TITLE INSURANCE:** Grantor has, or shall have at closing, clear fee simple title to the Property, and agrees to convey such title to Grantee by QUIT CLAIM DEED, free of financial encumbrances (except for any unpaid real estate property taxes). If Grantee desires a title report, Grantee agrees to order and pay for a current title report.

**7. GRANTOR'S DISCLOSURES:** No later than 15 calendar days after acceptance, Grantor will deliver to Grantee the following Grantor disclosures: (a) a Grantor's Property Condition Disclosure for the Property, signed and dated by Grantor; (b) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property; and (c) copies of any environmental assessments, reports, site plans, or other documents which may materially affect the Grantee's interest in the Property.

**8. GRANTEE UNDERTAKINGS:** The Grantee may undertake the following elements at its own expense and for its own benefit for the purpose of complying with the contingencies under Section 9: (a) a survey of the Property; (b) an environmental study of the Property; (c) a physical inspection of the Property; and (d) a report on compliance with all applicable federal, state, and local laws, ordinances, and regulations with regard to zoning and permissible uses of the Property. Grantor agrees to fully cooperate with Grantee's completion of these matters, and to make the Property available as reasonable and necessary for the same.

**9. CONTINGENCIES:** This offer is subject to Grantee's approval in its sole discretion the contents of the title report referenced in Section 6 (if Grantee orders and pays for one), the Grantor's Disclosures in Section 7, and the results of any survey, environmental study, and report referenced in Grantee Undertakings in Section 8, if

ordered and paid for by Grantee. Grantee shall have 45 calendar days from acceptance to approve Grantor's Disclosures, to complete Grantee Undertakings, and to remove the contingencies referenced in this Section 9.

**10. ADDENDUM:** None

**11. GRANTOR'S WARRANTIES:** Regarding the condition of the Property, Grantor warrants to Grantee the following to the best of Grantor's knowledge:

**10.1** When Grantor delivers possession of the Property to Grantee, it will be free of Grantor's personal belongings;

**10.2** There are no buildings on the Property;

**10.3** Grantor has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof while in possession of the Property;

**10.4** There has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, hazardous substance, toxic substance, or any other pollutants or contaminants on or in the Property while Grantor owned the Property. If inspection results in a determination that pollutants or contaminants exist on the property, Grantee may elect to remediate the property at its own expense or terminate this Contract.

**10.5** Grantor agrees that after executing this Contract it will not enter into any written contracts, agreements, amendments, encumbrances, or listings, or be a party to any oral understandings or agreements affecting the Property, which may become binding upon Grantee.

**10.6** Within 15 days of executing this agreement, Grantor will disclose all claims and/or notices of any environmental, building, or zoning code violations regarding the Property which have not been resolved.

**12. CHANGES DURING TRANSACTION:** Grantor agrees that no alterations or improvements to the Property shall be made or undertaken before transfer of the Property without the written consent of the Grantee.

**13. AUTHORITY OF SIGNERS:** If Grantor is a corporation, partnership, trust, estate, or other entity, the person executing this contract on its behalf warrants his or her authority to do so and to bind the Grantor. The Grantee, Salt Lake County, is a body corporate and politic of the State of Utah. The signature of the County Mayor, pursuant to a resolution of the County Council, is required in order to bind the Grantee. In the event an authorized representative of the Salt Lake County Real Estate Section first executes this agreement, this agreement is subject to ratification by the County Council, and to execution by the County Mayor.

**14. COMPLETE CONTRACT:** This instrument, together with its addenda, any attached exhibits, and Grantor's Disclosures, constitutes the entire contract between the parties, and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, or contracts between the parties. This contract cannot be changed except by written agreement of the parties.

**15. GRAMA:** Grantor acknowledges that this Agreement and other documents are subject to public disclosure by Grantee upon approval and ratification of this contract by the County Council pursuant to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, *et seq.* If Grantor deems any documents or portions of documents to be proprietary and protected, Grantor must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Grantor will be pursuant to GRAMA and at the sole discretion of Grantee.

**16. ETHICAL STANDARDS:** Grantor represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced,

and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

**17. CAMPAIGN CONTRIBUTIONS:** Grantor acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Grantor also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with Grantee may be prohibited from making certain campaign contributions to County candidates. Grantor further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this contract. Grantor represents, by executing this contract, that Grantor has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

**18. ABROGATION:** The warranties and provisions made in this contract shall survive closing and conveyance of title to Grantee, notwithstanding the merger doctrine or any other rule or law to the contrary.

**19. ASSIGNMENT:** This Agreement and the rights and obligations of Grantee hereunder, are personal to Grantee. This Agreement may not be assigned by Grantee without the prior written consent of Grantor.

**20. RISK OF LOSS:** All risk of loss or damage to the Property shall be borne by Grantor until closing.

**21. TIME IS OF THE ESSENCE:** Time is of the essence regarding the dates set forth in this transaction. Any extension of the times or dates in this agreement must be agreed to in writing and executed by all parties.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS:** Electronic transmission (including email and fax) of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original. If the transaction involves multiple grantors or grantees, electronic transmissions may be executed in counterparts.

**23. ACCEPTANCE:** Acceptance occurs when Grantor or Grantee, responding to an offer or counter offer of the other: (a) signs the offer or counter offer where noted to indicate acceptance, and (b) communicates to the other party or the other party's agent that the offer or counter offer has been signed as required.

**24. OFFER AND TIME FOR ACCEPTANCE:** Grantor offers to donate the Property on the above terms and conditions. If Grantee does not accept this offer by \_\_\_\_ ( ) AM ( ) PM Mountain Time \_\_\_\_\_, this offer shall lapse.

Hans G. Ehrbar, Trustee of The Hans O. Ehrbar Trust, Dated August 23, 2006

By: [Signature]  
(Signature)

11/20/2018  
(Date)

Notice Address:

1430 S CHEYENNE ST

Salt Lake City, Utah 84117

84104

### ACCEPTANCE

Grantee accepts the foregoing offer on the terms and conditions specified above.

\_\_\_\_\_  
(Grantee's Signature)  
Real Estate Section

\_\_\_\_\_  
Date

Notice Address: Salt Lake County Real Estate Section  
2001 South State Street, #S3-110  
Salt Lake City, Utah 84114-4575  
Phone: 385-468-0341

Salt Lake County Mayor or Designee

Date

**Exhibit A**  
**(Legal Description)**

**Parcel 1**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 11883734 in Book 10246 at Page 6063 in the office of the Salt Lake County Recorder. Said parcel is in Block 2, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

BEG W 4.97 RDS & N 10 FT & S 87°28'15" W 279.12 FT & S 397.84 FT M OR L FR SE COR OF LOT 1, BLK 3, TEN ACRE PLAT B; BIG FIELD SUR; S 86°59'14" E 71.46 FT; S 47°40'15" E 236.71 FT; E 32.45 FT M OR L; S TO RIVER; NW'LY ALG BANK OF RIVER 315 FT M OR L; N 119.16 FT M OR L TO BEG. 0.67 AC

Parcel No: 15-35-400-073-0000

**Parcel 2**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 12315834 in Book 10449 at Page 8845 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE W 23 FT OF THE E 74 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR SEC 35, T1S, R1W, SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT (Record = 70.61 FT); N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85 FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S 2°15'16" W (Record = S 2°15'16" E) 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION OUTSIDE SLC SUB SAN DIST. 0.03 AC M OR L.

Parcel No: 15-35-400-117-4001

**Parcel 3**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 12315835 in Book 10449 at Page 8846 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE W 23 FT OF THE E 74 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR SEC 35, T1S, R1W, SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT (Record = 70.61 FT); N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85 FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S 2°15'16" W (Record = S 2°15'16" E) 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION INSIDE SLC SUB SAN DIST. 0.09 AC M OR L.

Parcel No: 15-35-400-117-4002

**Parcel 4**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 11883735 in Book 10246 at Page 6064 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

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W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT;  
N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION OUTSIDE SLC SUB SAN DIST.  
0.09 AC M OR L.

Parcel No: 15-35-400-118-4001

**Parcel 5**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 11883736 in Book 10246 at Page 6065 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE E 51 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR OF SEC 35, T1S, R1W, SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT; N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85 FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S 2°15'16" W 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION INSIDE SLC SUB SAN DIST. 0.22 AC M OR L.

Parcel No: 15-35-400-118-4002

Exhibit B  
(Declaration of Gift)

EXHIBIT B

DECLARATION OF DONATION  
COUNCIL APPROVAL

For County Council's approval consistent with Policy 1006

*(Cash donations above \$5,000 total annually, property donations above \$1,000 total, annually; testamentary donations.)*

I, Hans G. Ehrbar, trustee of The Hans G. Ehrbar Trust dated August 23, 2006 (hereafter "Grantor"), irrevocably give, and where appropriate transfer, title to the property described below to Salt Lake County (hereafter "Grantee") to become the permanent property of Grantee and to be administered in accordance with its established policies. Grantor assigns and transfers all rights to Grantee, without restriction or conditions.

Description of gift:

REAL PROPERTY located at approximately 873, 875 and 903 West Meadow Brook Expressway in Salt Lake County, Utah and more particularly described as follows:

**Parcel 1**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 11883734 in Book 10246 at Page 6063 in the office of the Salt Lake County Recorder. Said parcel is in Block 2, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

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Parcel No: 15-35-400-073-0000

**Parcel 2**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 12315834 in Book 10449 at Page 8845 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE W 23 FT OF THE E 74 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR SEC 35, T1S, R1W, SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT (Record = 70.61 FT); N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85 FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S. 2°15'16" W (Record = S 2°15'16" E) 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION OUTSIDE SLC SUB SAN DIST. 0.03 AC M OR L.

## Declaration of Donation

Parcel No: 15-35-400-117-4001

### Parcel 3

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 12315835 in Book 10449 at Page 8846 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE W 23 FT OF THE E 74 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR SEC 35, T1S, R1W, SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT (Record = 70.61 FT); N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85 FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S 2°15'16" W (Record = S 2°15'16" E) 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION INSIDE SLC SUB SAN DIST. 0.09 AC M OR L.

Parcel No: 15-35-400-117-4002

### Parcel 4

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 11883735 in Book 10246 at Page 6064 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE E 51 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR OF SEC 35, T1S, R1W SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT; N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85 FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S 2°15'16" W 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION OUTSIDE SLC SUB SAN DIST. 0.09 AC M OR L.

Parcel No: 15-35-400-118-4001

### Parcel 5

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 11883736 in Book 10246 at Page 6065 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE E 51 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR OF SEC 35, T1S, R1W, SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT; N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85

Declaration of Donation

FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S 2°15'16" W 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION INSIDE SLC SUB SAN DIST. 0.22 AC M OR L.

Parcel No: 15-35-400-118-4002

Estimated value \$ 62,100.- (estimated by the donor).

Date and transfer of title and delivery: Grantor shall deliver possession of the Property to Grantee at the time of closing. The Property may be used for Salt Lake County open space conservation.

\_\_\_\_\_  
Elected Official/Mayor or Designee

Date: \_\_\_\_\_



\_\_\_\_\_  
Hans G. Ehrbar, trustee of The Hans G. Ehrbar Trust dated August 23, 2006

Date: 11/20/2018

Salt Lake County hereby accepts the above donation under the conditions specified within this Declaration of Donation form, but makes no judgment as to the value of the Donation.

SALT LAKE COUNTY COUNCIL:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sherrie Swensen, County Clerk

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

Space above for County Recorder's use

**QUIT CLAIM DEED**  
**Trust**

Parcel No. 5:Co  
Tax Serial No. 15-35-400-118-4002  
Surveyor WO: SU20180467

**HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust** dated August 23, 2006, GRANTOR, hereby Quit Claim(s) to, **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF said **HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust** dated August 23, 2006 has caused this instrument to be executed by its trustees duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name of Trust: **HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust**  
dated August 23, 2006

Trustee: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, Hans G Ehrbar, who being by me duly sworn and affirmed, did say that he is the trustee of the HANS G EHRBAR TRUST, dated August 23, 2006 and that the foregoing instrument was signed in behalf of said trust and said Hans G Ehrbar acknowledged to me that he executed the same in the name of the trust.

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

Notary Public Isabelli Roehrig  
My Commission Expires: 04-24-2022  
Residing in: Salt Lake City



**(EXHIBIT A)**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 11883736 in Book 10246 at Page 6065 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE E 51 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR OF SEC 35, T1S, R1W, SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT; N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85 FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S 2°15'16" W 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION INSIDE SLC SUB SAN DIST. 0.22 AC M OR L.

Parcel No: 15-35-400-118-4002

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

Space above for County Recorder's use

**QUIT CLAIM DEED**  
**Trust**

Parcel No. 4:Co  
Tax Serial No. 15-35-400-118-4001  
Surveyor WO: SU20180467

**HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust** dated August 23, 2006, GRANTOR, hereby Quit Claim(s) to, **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF said **HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust** dated August 23, 2006 has caused this instrument to be executed by its trustees duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Trust: **HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust**  
dated August 23, 2006

Trustee: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, Hans G Ehrbar, who being by me duly sworn and affirmed, did say that he is the trustee of the HANS G EHRBAR TRUST, dated August 23, 2006 and that the foregoing instrument was signed in behalf of said trust and said Hans G Ehrbar acknowledged to me that he executed the same in the name of the trust.

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

Notary Public Isabelle Roehrig  
My Commission Expires: 04-24-2022  
Residing in: Salt Lake City





**(EXHIBIT A)**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 11883735 in Book 10246 at Page 6064 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE E 51 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR OF SEC 35, T1S, R1W SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT; N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85 FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S 2°15'16" W 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION OUTSIDE SLC SUB SAN DIST. 0.09 AC M OR L.

Parcel No: 15-35-400-118-4001

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

Space above for County Recorder's use

**QUIT CLAIM DEED  
Trust**

Parcel No. 3:Co  
Tax Serial No. 15-35-400-117-4002  
Surveyor WO: SU20180467

**HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust** dated August 23, 2006, GRANTOR, hereby Quit Claim(s) to, **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF said **HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust** dated August 23, 2006 has caused this instrument to be executed by its trustees duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Trust: **HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust**  
dated August 23, 2006

Trustee: *[Signature]*, TR.

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, Hans G Ehrbar, who being by me duly sworn and affirmed, did say that he is the trustee of the HANS G EHRBAR TRUST, dated August 23, 2006 and that the foregoing instrument was signed in behalf of said trust and said Hans G Ehrbar acknowledged to me that he executed the same in the name of the trust.

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

Notary Public *Isabelle Roehrig*  
My Commission Expires: *04-24-2022*  
Residing in: *Salt Lake City*



**(EXHIBIT A)**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 12315835 in Book 10449 at Page 8846 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE W 23 FT OF THE E 74 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR SEC 35, T1S, R1W, SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT (Record = 70.61 FT); N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85 FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S 2°15'16" W (Record = S 2°15'16" E) 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION INSIDE SLC SUB SAN DIST. 0.09 AC M OR L.

Parcel No: 15-35-400-117-4002

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

Space above for County Recorder's use

**QUIT CLAIM DEED  
Trust**

Parcel No. 2:Co  
Tax Serial No. 15-35-400-117-4001  
Surveyor WO: SU20180467

**HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust** dated August 23, 2006, GRANTOR, hereby Quit Claim(s) to, **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF said **HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust** dated August 23, 2006 has caused this instrument to be executed by its trustees duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Trust: **HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust**  
dated August 23, 2006

Trustee: *[Signature]*

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, Hans G Ehrbar, who being by me duly sworn and affirmed, did say that he is the trustee of the HANS G EHRBAR TRUST, dated August 23, 2006 and that the foregoing instrument was signed in behalf of said trust and said Hans G Ehrbar acknowledged to me that he executed the same in the name of the trust.

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

Notary Public *Isabelle Roehrig*  
My Commission Expires: *04-24-2022*  
Residing in: *Salt Lake City*



**(EXHIBIT A)**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 12315834 in Book 10449 at Page 8845 in the office of the Salt Lake County Recorder. Said parcel is in Block 1, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

THE W 23 FT OF THE E 74 FT OF THE FOLLOWING: BEG N 759.21 FT & W 1524.6 FT FR SE COR SEC 35, T1S, R1W, SLM; S 270.72 FT; S 88°31'11" W 218.31 FT; N 86°47'09" W 70.61 FT; N 83°17'09" W 61.31 FT (Record = 70.61 FT); N 47°47'13" W 51.28 FT; N 7°07'07" E 50.02 FT; N 16°49'55" E 529.85 FT; N 62°46'12" W 164.86 FT; N 71.9 FT; S 48°02'03" E 200.39 FT; S 24°03'56" E 112.81 FT; S. 2°15'16" W (Record = S 2°15'16" E) 127.1 FT; S 29°50'08" W 156.78 FT; S 7°45'55" W 44.41 FT; S 45°49'49" E 48.8 FT; N 84°55'13" E 45.18 FT; N 58°10'21" E 102.4 FT; N 78°54'23" E 51.97 FT; N 54°02'38" E 62.47 FT M OR L TO BEG. LESS THAT PORTION OUTSIDE SLC SUB SAN DIST. 0.03 AC M OR L.

Parcel No: 15-35-400-117-4001

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

Space above for County Recorder's use

**QUIT CLAIM DEED  
Trust**

Parcel No. 1:Co  
Tax Serial No. 15-35-400-073  
Surveyor WO: SU20180467

**HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust** dated August 23, 2006, GRANTOR, hereby Quit Claim(s) to, **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF said **HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust** dated August 23, 2006 has caused this instrument to be executed by its trustees duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name of Trust: **HANS G EHRBAR, Trustee of The Hans G Ehrbar Trust**  
dated August 23, 2006

Trustee: [Signature]

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, Hans G Ehrbar, who being by me duly sworn and affirmed, did say that he is the trustee of the HANS G EHRBAR TRUST, dated August 23, 2006 and that the foregoing instrument was signed in behalf of said trust and said Hans G Ehrbar acknowledged to me that he executed the same in the name of the trust.

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

Notary Public Isabelle Roehrig  
My Commission Expires: 04/24/2022  
Residing in: Salt Lake City



**(EXHIBIT A)**

A parcel of land being an entire tract described in that Tax Deed recorded as Entry No. 11883734 in Book 10246 at Page 6063 in the office of the Salt Lake County Recorder. Said parcel is in Block 2, Ten Acre Plat B-Big Field Survey and located in the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

BEG W 4.97 RDS & N 10 FT & S 87°28'15" W 279.12 FT & S 397.84 FT M OR L FR SE  
COR OF LOT 1, BLK 3, TEN ACRE PLAT B; BIG FIELD SUR; S 86°59'14" E 71.46 FT;  
S 47°40'15" E 236.71 FT; E 32.45 FT M OR L; S TO RIVER; NW'LY ALG BANK OF RIVER  
315 FT M OR L; N 119.16 FT M OR L TO BEG. 0.67 AC

Parcel No: 15-35-400-073-0000