RESOLUTION NO.	
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DATE	

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE TOWN OF BRIGHTON FOR THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED IN SALT LAKE COUNTY BY QUITCLAIM DEED

#### RECITALS

- A. Salt Lake County (the "County") owns several parcels of real property located at approximately 8059 South Brighton Loop Road, Brighton, Utah (Tax ID Nos. 24-35-155-046, 24-35-155-049, and 24-35-155-051), formerly used as a fire station (the "County Property"), totaling approximately 0.13 acres.
  - B. The County Property is not currently in public use.
- C. The Salt Lake County Council held a public hearing on April 20, 2021, and declared the County Property available for disposal by resolution.
- D. The Town of Brighton ("Brighton") has asked to acquire the County Property to use for public office space or other related public purposes.
- E. The County Real Estate Section recommends that the County Property be conveyed to Brighton for no fee with the consideration for the conveyance being that Brighton shall only use the County Property for public office space or other related public purposes.
- F. The quitclaim deed to Brighton will include a reversionary clause specifying that if Brighton ceases to use the County Property solely for public office space or other related public purpose or attempts to convey its interest in the County Property to another party for any reason without the County's express written consent, the County has the right to enter and take possession of the County Property, which will immediately divest Brighton of all right, title, and interest in the County Property.
  - G. Brighton and the County have determined to enter into an Interlocal Cooperation

Agreement ("Agreement"), attached hereto as Exhibit 1, providing that the County will deed the County Property to Brighton

H. The County has determined that it is in the public interest to enter into an Interlocal Cooperation Agreement with Brighton and convey the County Property to Brighton for the purposes stated above.

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

IT IS FURTHER RESOLVED by the Salt Lake County Council that the transfer and conveyance of the County Property by Quitclaim Deed, the form of which is attached as Exhibit A to the Agreement, to Brighton in accordance with the terms of the Agreement is hereby approved; and the Mayor and County Clerk are hereby authorized to execute the original of said Quitclaim Deed and to sign any other documents required to complete the conveyance of the County Property to Brighton.

APPROVED and ADOP	TED this	day of	, 2021.
	SALT L	AKE COUNTY C	OUNCIL
	By:	ove DeRry Chair	
ATTEST:	30	eve Debry, Chair	
Sherrie Swensen			
Salt Lake County Clerk			
APPROVED AS TO FORM:			
R Chityle Poster Digitally signed by R. Christopher Preston Date: 2021.07.15 17:30:23-06'00'			

R. Christopher Preston Deputy District Attorney

Council Member Alvord voting	
Council Member Bradley voting	
Council Member Bradshaw voting	
Council Member DeBry voting	
Council Member Granato voting	
Council Member Newton voting	
Council Member Snelgrove voting	
Council Member Stringham voting	
Council Member Theodore voting	

## **Exhibit 1 Interlocal Cooperation Agreement**

#### **Interlocal Cooperation Agreement**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made effective this 13th day of July , 2021, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the "County"), and TOWN OF BRIGHTON, a Utah municipal corporation (the "Town").

#### RECITALS:

- A. UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.
- B. UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.
- C. The Town and the County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, et seq. Interlocal Cooperation Act).
- D. The conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act.
- E. The County owns several parcels of real property located at approximately 8059 South Brighton Loop Road, Brighton, Utah (Tax ID Nos. 24-35-155-046, 24-35-155-049, and 24-35-155-051), formerly used as a fire station (the "County Property").
- F. There are two structures currently on the County Property one structure houses a trash compactor that is provided by Wasatch Front Waste and Recycling District ("WFWRD") for the benefit of Town residents (the "Trash Compactor Shed") and the other structure is currently being leased to store and maintain snow removal equipment (the "Storage Shed").
- G. The Town would like to acquire the County Property as a potential site for a structure that can be used by the Town for public office space and other related public purposes.
- H. The County is willing to transfer and convey the County Property to the Town, and the Town desires to take and receive the County Property, for the purposes and on the terms and conditions set forth in this Agreement.

#### AGREEMENT:

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

- Section 1. <u>Conveyance</u>. The County shall convey the County Property to the Town via a quitclaim deed for the purpose of constructing and maintaining a structure that can be used by the Town for public office space or other related public purposes as specified in Section 3, subject to the considerations identified in Section 2. The County shall also assign to the Town (and the Town shall assume from the County) the existing lease for the Storage Shed.
- Section 2. <u>Consideration</u>. The Town agrees to accept title to the County Property subject to the existing lease for the Storage Shed and the current use of the Trash Compactor Shed. Specifically, the Town agrees to accept an assignment of the existing lease for the Storage Shed. The Town also agrees to work with WFWRD to address the continued use of the Trash Compactor Shed. In recognition of these commitments, the mutual benefit afforded the citizens of the Town and the County, the deed restriction restrictions on use identified in Section 3, and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the County will convey the County Property to the Town as outlined above.
- Section 3. <u>Use Restriction</u>. The County Property shall be used by the Town to construct a structure that can be used by the Town for public office space or related public purposes as follows:
  - A. The quitclaim deed conveying the County Property (the "Deed") shall include a perpetual restriction requiring the County Property to be used by the Town for public office space or related public purposes.
  - B. The County, its successors or assigns, reserves the right to enter and take possession of the County Property, and such re-entry shall immediately divest the Town of all right, title and interest in the County Property if the Town ever (i) ceases to use the County Property solely for the purposes described above or (ii) attempts to convey its interest in the County Property to another party for any reason without the County's express written consent, which may be withheld or denied at the County's sole discretion.
  - C. The Deed containing a deed restriction consistent with the terms of this Section 3 is attached hereto as Exhibit A.
- Section 4. Operation of the County Property. Upon transfer of the County Property to the Town, the Town shall be solely responsible for the maintenance and repair of the structures currently located thereon. The County makes no warranties or representations as to whether the County Property is buildable or developable, nor does the County make any representations regarding whether the County Property complies with applicable zoning regulations. The County Property does not warrant or represent that the County Property is habitable or in any particular condition. The County also makes no warranties or representations regarding the accuracy of the assessment of the County Property or the accuracy of the description of the real estate or improvements therein.
- Section 5. <u>Duration and Termination</u>. This Agreement shall take effect upon execution and terminate upon the performance by the parties of all the obligations described herein. The parties intend that the conveyance of the County Property shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to real property contemplated by this Agreement shall so survive such exchange of title and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

- Section 6. <u>Additional Interlocal Act Provisions</u>. In compliance with the requirements of the Act and other applicable law:
- (a) <u>No Interlocal Entity</u>. The parties agree that they do not by this Agreement create an interlocal entity.
- (b) <u>Joint Board</u>. As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the Town's Mayor or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.
- (c) <u>Financing Joint Cooperative Undertaking and Establishing Budget</u>. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- (d) <u>Attorney Review</u>. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the Town in accordance with UTAH CODE ANN. § 11-13-202.5.
- (e) <u>Copies</u>. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to UTAH CODE ANN. § 11-13-209.
- (f) <u>Manner of Acquiring, Holding or Disposing of Property</u>. The County Property shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.
- Section 7. General Provisions. The following provisions are also integral parts of this Agreement:
- (a) <u>Binding Agreement</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- (b) <u>Captions</u>. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
- (c) <u>Counterparts</u>. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- (d) <u>Severability</u>. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

- (e) <u>Waiver of Breach</u>. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
- (f) <u>Cumulative Remedies</u>. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- (g) <u>Amendment</u>. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
  - (h) *Time of Essence*. Time is the essence in this Agreement.
- (i) <u>Interpretation</u>. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- (j) <u>Notice</u>. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.
- (k) <u>Exhibits and Recitals</u>. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
- (l) <u>Governmental Immunity</u>. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, et seq. (the "Immunity Act"). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
- (m) <u>Ethical Standards</u>. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, the Town, by resolution duly adopted by its Town Council, caused this Agreement to be signed by its Mayor; and the County, by resolution of its County

Council, caused this Agreement to be signed by the Salt Lake County Mayor, or her designee, his or her signature being duly notarized.

#### SALT LAKE COUNTY

	By: Exhibit Only - Do Not Sign Mayor or Designee
Recommended for Approval:	
Derrick L. Sorensen, Salt Lake County Rea	ll Estate Manager
Approved As To Form and Legality:	
R. Christopher Preston, Deputy District Att	orney
	TOWN OF BRIGHTON, Utah municipality
	By Danial E. Knopp, Mayor
ATTEST:	ONN OF BRIGH
Approved As To Form and Legality:	ORATION SET
, Town Attorney	

# Exhibit A To Interlocal Cooperation Agreement County Property Quitclaim Deed

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

## QUITCLAIM DEED Salt Lake County

Tax Serial Nos. 24-35-155-046 24-35-155-049 24-35-155-051

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to the <u>TOWN OF BRIGHTON</u>, a municipal corporation and political subdivision 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 (the "Property") in Salt Lake County, Utah, to wit:

#### (SEE EXHIBIT A)

Subject to the perpetual restriction that Grantee, or its successors and assigns, shall use the Property solely as public office space or other related public purposes. Grantor, its successors or assigns, reserves the right to enter and take possession of the Property, and such re-entry shall immediately divest Grantee of all right, title and interest in the Property if Grantee ever (i) ceases to use the Property solely for the purposes described above or (ii) attempts to convey its interest in the Property to another party for any reason without Grantor's express written consent, which may be withheld or denied at Grantor's sole discretion.

IN WITNESS WHEREOF, GRANTOR has caused thi	s Quitclaim Deed to be sig	gned and its official seal to
be affixed hereto by its duly authorized officer this	day of	, 20
	SALT LAKE COUNTY	
	By: Exhibit Only -	Do Not Sign Ror DESIGNEE
	Due	
	By:cour	NTY CLERK

Acknowledgements on Following Page

Tax Serial Nos. 24-35-155-046 24-35-155-049 24-35-155-051

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 theof 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 and that the foregoing
$instrument\ was\ signed\ by\ him/her\ on\ behalf\ of\ Salt\ Lake\ County,\ by\ authority\ of\ a\ resolution\ of\ the\ SALT$
LAKE COUNTY COUNCIL
WITNESS my hand and official stamp the date in this certificate first above written:
Notary Public
My Commission Expires:
Residing in:

## (EXHIBIT A) Parcel Legal Descriptions

### PARCEL A Tax Serial No. 24-35-155-049

A parcel of land described in that Quit Claim Deed recorded December 30, 1949 as Entry No. 1183330 in Book 731, at Page 372 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a point on a rock known as Granite Rock #2, which point is on the North and South 40 acre line in the South half of the Northwest quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian, and running thence South 0°08'30" West 129.20 feet, along said 40 acre line to a concrete monument; thence South 89°59'30" West 147.16 feet to the east right of way line of State Road No. 152; thence North 32°36' East along said right of way line, a distance of 153.77 feet; thence North 89°53' East 64.65 feet to the point of beginning.

LESS AND EXCEPTING: All of Parcel 1:C described in that Quit Claim Deed recorded September 18, 2015 as Entry No. 12134465 in Book 10362, at Page 5724 in the Office of the Salt Lake County Recorder described as follows:

A parcel of land being a part of an entire tract conveyed to Salt Lake County, per that Quit Claim Deed recorded December 30, 1949 as Entry No. 1183330 in Book 731, at Page 372 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

**Beginning** at a point on the southerly boundary line of said entire tract 358.33 feet S. 02°29′59″ W. along the centerline of Brighton Alley (33.00 feet wide) and 198.87 feet N. 87°30′01″ W. from the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley, said monument is 1887.14 feet S. 39°12′12″ W. from the Northeast Corner of said Northwest Quarter of Section 35; thence N. 87°30′01″ W. 57.77 feet along said southerly line to the southwesterly corner of said entire tract and at point on the southeasterly Right-of-Way line of the Brighton Loop Road (State Highway 152); thence N. 35°06′29″ E. (Record = N. 32°36′ E.) 29.74 feet along said southeasterly Right-of-Way and a northwesterly boundary line of said entire tract; thence departing said lines S. 56°31′33″ E. 48.68 feet to said southerly boundary line of entire tract and the **Point of Beginning**.

The above described parcel of land contains 724 square feet in area or 0.017 acres, more or less.

#### Also,

LESS AND EXCEPTING: All of Parcel 1:2C described in that Quit Claim Deed recorded August 20, 2015 as Entry No. 12116194 in Book 10354, at Page 2202 in the Office of the Salt Lake County Recorder described as follows:

A parcel of land being a part of an entire tract conveyed to Salt Lake County, per that Quit Claim Deed recorded December 30, 1949 as Entry No. 1183330 in Book 731, at Page 372 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

**Beginning** at a point on the northwesterly boundary line of said entire tract and the southeasterly Right-of-Way line of Brighton Loop Road (State Highway 152) 263.67 feet S. 02°29'59" W. along

the centerline of Brighton Alley (33.00 feet wide) and 196.08 feet N. 87°30'01" W. from the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley; said monument is 1887.14 feet S. 39°12'12" W. from the Northeast Corner of said Northwest Quarter of Section 35; thence N. 35°06'29" E. (Record = N. 32°36' E.) 27.05 feet along said southeasterly Right-of-Way line and northwesterly boundary line to a northeasterly corner of said entire tract; thence S. 02°29'59" W. (Record = South) 31.52 feet along an easterly boundary line of said entire tract; thence N. 56°34'09" W. 16.99 feet to said southeasterly Right-of-Way line, northwesterly boundary line, and the **Point of Beginning**.

The above-described parcel contains 230 square feet in area or 0.005 acres, more or less.

#### Also.

LESS AND EXCEPTING: All of Parcel 1:3C described in that Quit Claim Deed recorded August 20, 2015 as Entry No. 12116193 in Book 10354, at Page 2199 in the Office of the Salt Lake County Recorder described as follows:

A parcel of land being a part of an entire tract conveyed to Salt Lake County, per that Quit Claim Deed recorded December 30, 1949 as Entry No. 1183330 in Book 731, at Page 372 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a southeasterly corner of said entire tract 301.83 feet S. 02°29′59″ W. along the centerline of Brighton Alley (33.00 feet wide) and 196.08 feet N. 87°30′01″ W. (Record = East) from the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley; said monument is 1887.14 feet S. 39°12′12″ W. from the Northeast Corner of said Northwest Quarter of Section 35; thence N. 87°30′01″ W. (Record = West) 21.41 feet along a southerly boundary line of said entire tract; thence departing said boundary line N. 56°34′09″ W. 41.50 feet to a northerly boundary line of said entire tract; thence S. 87°30′02″ E. 57.01 feet along said northerly boundary line to a northeasterly corner of said entire tract; thence S. 02°29′46″ W. 21.33 feet along an easterly boundary line of said entire tract to the Point of Beginning.

The above-described parcel contains 836 square feet in area or 0.019 acres, more or less.

BALANCE: 4,036 Sq ft. in area or 0.092 acres, more or less

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

BASIS OF BEARINGS: The basis of bearing is N. 87°30'14" W. between the Salt Lake County

Brass Monument at the intersection of Brighton Alley and Willow Alley (2S3E355L) and the Salt Lake County Brass Street Monument located at

approximately 8022 South and 12497 East (2S3E354C).

AND,

#### <u>PARCEL B</u> Tax Serial No. 24-35-155-046

A parcel of land described in that Quit Claim deed recorded August 20, 2015 as Entry No. 12116195 in Book 10354, at Page 2205 in the Office of the Salt Lake County Recorder and described as follows:

A parcel of land being a part of an entire tract conveyed to Mountain Oasis Holdings, Ltd., a Utah limited partnership per that Warranty Deed recorded August 25, 2014 as Entry No. 11902816 in Book 10255, at Page 3780 in the Office of the Salt Lake County Recorder; said entire tract is

located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

**Beginning** at a point on the southerly boundary line of said entire tract 280.50 feet S. 02°29′59″ W. along the centerline of Brighton Alley (33.00 feet wide) and 167.99 feet N. 87°30′01″ W. from the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley; said monument is 1887.14 feet S. 39°12′12″ W. (Record = S. 39°09′09″ W.) from the Northeast Corner of said Northwest Quarter of Section 35; thence N. 87°30′01″ W. (Record = 87°33′ W.) 13.51 feet along said southerly boundary line to the southwesterly corner of said entire tract; thence N. 02°29′59″ E. (Record = N. 2°27′ E.) 8.10 feet along the westerly boundary line of said entire tract; thence S. 56°34′09″ E. 15.75 feet to said southerly line of entire tract and the **Point of Beginning.** 

The above-described parcel of land contains 55 square feet in area or 0.001 acre, more or less.

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

BASIS OF BEARING: The basis of bearing is N. 87°30′14″ W. between the Salt Lake

County Brass Monument at the intersection of Brighton Alley and Willow Alley (2S3E355L) and the Salt Lake County Brass Street Monument located at approximately 8022 South and 12497 East

(2S3E354C).

AND.

#### <u>PARCEL C</u> Tax Serial No. 24-35-155-051

A parcel of land described in that Quit Claim Deed recorded September 18, 2015 as Entry No. 12134466 in Book 10362, at Page 5727 in the Office of the Salt Lake County Recorder and described as follows:

A parcel of land being a part of an entire tract conveyed to Daniel H. Feidt and Thomas Braun, Trustees of the Mary Loughran Feidt Revocable Trust, dated October 11, 2001 per that Quit Claim Deed recorded August 4, 2009 as Entry No. 10769702 in Book 9752, at Page 1732 and that Affidavit of Scriveners Error recorded July 9, 2015 as Entry No. 12087888 in Book 10341, at Page 7898 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northwest Quarter of Section 35, Township 2 South, Range 3 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a point on the northerly boundary line of said entire tract 301.83 feet S. 02°29′59″ W. along the centerline of Brighton Alley (33.00 feet wide) and 149.18 feet N. 87°30′01″ W. from the Salt Lake County Brass Monument at the intersection of Brighton Alley and Willow Alley; said monument is 1887.14 feet S. 39°12′12″ W. from the Northeast Corner of said Northwest Quarter of Section 35; thence S. 33°29′07″ W. 65.90 feet to an interior corner of said entire tract; thence N. 02°29′59″ E. (Record = North) 56.50 feet along a westerly boundary line to a northwesterly corner of said entire tract; thence S. 87°30′01″ E. (Record = East) 33.93 feet along said northerly boundary line to the Point of beginning.

The above-described parcel of land contains 958 square feet in area or 0.022 acre, more or less.

BASIS OF BEARING: The basis of bearing is N. 87°30′14″ W. between the Salt Lake

County Brass Monument at the intersection of Brighton Alley and Willow Alley (2S3E355L) and the Salt Lake County Brass Street Monument located at approximately 8022 South and 12497 East (2S3E354C)

(2S3E354C).

