

RESOLUTION #23-03C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SANDY CITY CORPORATION AND THE SALT LAKE COUNTY FOR DIMPLE DELL IMPROVEMENTS

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached Interlocal Agreement described as an interlocal agreement between Sandy City (Sandy) and the Salt Lake County (County) to provide for the following:
 - a. The City transferring to the County fee title to a portion of two City-owned parcels adjacent to Dimple Dell at approximately 1651 East Badger Cove (10600 South), on the condition that site approval and subdivision approval are both granted, in exchange for certain improvements, including a parking lot and trailhead, which will be constructed and maintained at the County's expense, all for the benefit of the public;
 - b. The City granting to the County an easement over a portion of Lone Peak Park in exchange for a new easement over a portion of Dimple Dell Park (where Sandy City improvements already exist), so that, the County can construct and maintain a shared parking lot for the benefit of public, at the County's expense, and on the condition that site plan approval is granted; and,
 - c. The City vacating the City's right of way over the undeveloped portion of 300 East in exchange for the County constructing additional parking at the Dog Park and a turnaround, at the County's expense, and for the County agreeing to either dedicate as a public right of way or convey to the City fee title (at the City's option) the portion of the parcel on which the turnaround will be constructed, if certain conditions are met.
2. The Hon. Monica Zoltanski, Mayor of Sandy City, has reviewed and approved the Interlocal Agreement and is hereby authorized to execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.
3. This Resolution is effective on this ____ day of _____, 2023.

DATED this ____ day of _____, 2023.

Alison Stroud, Chair
Sandy City Council

ATTEST:

City Recorder

RECORDED this ____ day of _____, 2023.

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
SANDY CITY

THIS INTERLOCAL COOPERATION AGREEMENT (“*Agreement*”) is effective the 1st day of February, 2023 (the “*Effective Date*”), by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “*County*”), and **SANDY CITY**, a Utah municipal corporation created under the laws of the State of Utah, (the “*City*”). County and City may be referred to herein individually as a “*Party*,” and collectively, as the “*Parties*.”

RECITALS

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Act*”) 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 County and the City are public agencies for purposes of the Act.

D. The County owns several parcels of real property located in Sandy, Utah, known as Dimple Dell Park (“*Dimple Dell*”).

E. The City owns two parcels of land adjacent to Dimple Dell that are located at 1651 East Badger Cove (Parcel No. 28-16-326-005) and 1651 East Dimple Dell Road (Parcel No. 28-16-326-004). These two parcels together are hereby referred to in this Agreement to as “*Badger Cove*.”

F. The City owns a parcel of land adjacent to Dimple Dell that is located at 10140 South 700 East (Parcel No. 28-07-476-008) known as Lone Peak Park, referred to in this Agreement as the “*Lone Peak Park Property*.”

G. The portion of Dimple Dell that is adjacent to the Lone Peak Park Property is identified as Parcel No. 28-07-476-001 (“*Dimple Dell Parcel #1*”), which was acquired by the County using federal Land Water Conservation Funds.

H. A portion of Dimple Dell is located at the south end of the paved surface of 300 East Street and is identified as Parcel No. 28-07-451-001 (“*Dimple Dell Parcel #2*”), which was also acquired by the County using federal Land Water Conservation Funds.

I. The County wants to acquire a portion of Badger Cove (the “*Badger Cove Property*”) from the City in order to construct a parking lot and trailhead that the public can use to access Dimple Dell. The City is willing to convey the Badger Cover Property to the County as provided herein if the County will construct the improvements on the Badger Cove Property at its expense and will maintain them.

J. The County wants to construct a parking lot on portions of the Lone Peak Park Property and Dimple Dell Parcel #1 that will benefit the public accessing both Lone Peak Park and Dimple Dell and would like to acquire an easement from the City for that purpose.

K. The City has already constructed improvements on portions of Dimple Dell Parcel #1 that benefit the Lone Peak Park Property pursuant to an easement recorded in 2002 and would like to replace that easement with a new easement from the County allowing these improvements.

L. The County has agreed to construct a turn around and additional parking on a portion of property owned by the City located at approximately 9980 South 300 East, also identified as Parcel No. 28-07-328-001 (the “300 East Property”) and a portion of Dimple Dell Parcel #2. The portion of the turn around constructed on Dimple Dell Parcel #2 is intended to become part of the public right of way (the “Turn Around Property”). The City has agreed to vacate its interest in the unimproved portion of 300 East that extends into Dimple Dell (the “Undeveloped Road”) if the County is able to facilitate an exchange so that the Turn Around Property can be conveyed to the City or dedicated as part of the public right of way.

M. In exchange for the City (i) conveying the Badger Cove Property to the County, (ii) granting an easement over the Lone Peak Park Property, and (iii) vacating the unimproved portion of 300 East that extends into Dimple Dell if certain conditions are met, the County will (iv) construct and maintain certain improvements on the Badger Cove Property, including a parking lot and trailhead, (v) construct and maintain improvements including a parking lot adjacent to the Lone Peak Park Property, (vi) will grant an easement to the City on Dimple Dell Parcel #1 for the benefit of the users of Lone Peak Park, and (vii) will construct additional parking and a turn around at the end of 300 East as provided below. If the stated conditions below are met, a portion of Dimple Dell Parcel #2 will also be conveyed to the City or dedicated as public right-of-way as provided herein after the turn around has been constructed.

N. In order to facilitate the exchange of these property interests and pursuant to the authority granted by the Act, the Parties mutually desire to enter into this Agreement, which sets forth the terms and conditions of their joint and cooperative action.

AGREEMENT

In consideration of the covenants and conditions of this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Conveyances & Construction of Improvements:

(a) Badger Cove: The City shall convey and transfer the Badger Cove Property to the

County by executing and delivering to the County a special warranty deed (the “*Badger Cove Property Deed*”) in substantially the form attached hereto as **Exhibit A-4** on the following conditions:

(i) Upon the terms and subject to the conditions and contingencies set forth herein, the City hereby agrees to convey the Badger Cove Property identified in **Exhibit A-1** to the County, free and clear of financial encumbrances and subject only to matters of record with the Salt Lake County Recorder’s Office.

(ii) The County shall complete the Site Plan Review Procedure established by Sandy City code and/or ordinance and, subject to obtaining site plan approval, shall construct the improvements anticipated by this Agreement in substantial conformance with **Exhibit A-2** (“*Badger Cove Improvements*”).

(iii) The County acknowledges that both parcels of Badger Cove must be subdivided to create the Badger Cove Property and dedicate the remaining portion of Badger Cove as public right-of-way before the City may execute and deliver the Badger Cove Property Deed to the County. The subdivision plat shall include a slope easement on the Badger Cove Property for the City benefitting the adjacent public right of way. As the owner of Badger Cove, the City shall grant the County all permissions necessary to apply for approval of the subdivision plat. The County shall begin the process of obtaining subdivision approval within thirty (30) days of obtaining site plan approval. Additionally, immediately after the County obtains site plan approval, the parties agree that they will enter a Permit to Enter and Construct (if they have not already done so), in the form attached hereto **Exhibit A-3**, pursuant to which the County may begin constructing the Badger Cove Improvements, regardless of whether the subdivision approval process is complete or the plat has been recorded, as further set forth in Exhibit A-3, which shall control.

(iv) The conveyance of the Badger Cove Property to the County after the subdivision plat is recorded shall include any and all improvements thereon, including the existing road.

(v) The County shall be responsible for constructing and maintaining the Badger Cove Improvements, including fencing, road improvements, and a trailhead. The Badger Cove improvements must be completed within two (2) years of the Effective Date of this Agreement. The City will not be responsible for snow removal once the construction on the Badger Cove Improvements begins. The County will be responsible for addressing snow removal (either on its own or in cooperation with any easement holders) and will comply with any existing easements, including but not limited to that certain Access Easement & Agreement in favor of Mark E. and Camile Trapp and that certain Substitute and Expanded Right-of-Way and Easement Agreement in favor of Questar Gas Company.

(b) Lone Peak Park Property: The County and the City shall exchange easements on the Lone Peak Park Property and Dimple Dell Parcel #1 as follows:

(i) The County shall grant a new easement over Dimple Dell Parcel #1,

replacing an easement granted in 2002 for the City to construct and maintain a road and certain park improvements, including an irrigation line, sidewalks, fences and landscaping (the “*Dimple Dell Parcel #1 Easement*”). The Dimple Dell Parcel #1 Easement shall be in substantially the form attached hereto as **Exhibit B-1**.

(ii) The City shall grant the County an easement over the Lone Peak Park Property for the County to construct a parking lot that will benefit both Dimple Dell and the Lone Peak Park (the “*Lone Peak Park Easement*”). The Lone Peak Park Easement shall be in substantially the form attached hereto as **Exhibit B-2**.

(iii) The County shall complete the Site Plan Review Procedure established by Sandy City code/ordinance and, subject to site plan approval, shall construct and maintain the improvements anticipated by this Agreement in substantial conformance with **Exhibit B-3** (“*Lone Peak Park Improvements*”). The County shall maintain all improvements west of the back of curb and gutter, except for the cross walks, which will be installed by the County and maintained by the City, as depicted on Exhibit B-3 and as further set forth in the Lone Peak Park Easement (Exhibit B-2). The Lone Peak Park Improvements shall be completed within two (2) years of the Effective Date of this Agreement.

(c) 300 East: The County shall construct additional parking and a turn around at the end of 300 East as shown on **Exhibit C-1** (the “*300 East Improvements*”). Most of the 300 East Improvements will be constructed on the 300 East Property, which is owned by the City. The County shall complete the Site Plan Review Procedure established by Sandy City code/ordinance and, subject to site plan approval, the City shall grant a permit to the County to allow the County to enter upon the 300 East Property to construct the 300 East Improvements (if they have not already done so). A form of the Permit to Enter and Construct is attached hereto as **Exhibit C-2**. The remaining portion of the 300 East Improvements shall be constructed on a portion of the Dimple Dell Parcel #2. The 300 East Improvements shall be completed within two (2) years or as otherwise stated on Exhibit C-2, which shall control. The County shall grant a license to the City to use any portions of the 300 East Improvements that are located on the Turn Around Property (the “*Turn Around License*”). A form of the Turn Around License is attached hereto as **Exhibit C-3**, which shall be delivered to the City upon final completion of the 300 East Improvements. At that same time, the County shall also deliver the 300 East Improvements to the City, and the City shall then be responsible for all maintenance and repairs of the 300 East Improvements on the 300 East Property. The maintenance and repair obligations for the Turn Around Property are set forth in the Turn Around License. The County will convey the Turn Around Property to the City by executing and delivering to the City a special warranty deed (the “*Turn Around Property Deed*”) in substantially the form attached hereto as **Exhibit C-4**, if the conditions contained in this Section 1(c) are met.

(i) The County believes that it needs to identify replacement property for the Turn Around Property to comply with federal Land Water Conservation Funds requirements before it can convey the Turn Around Property to the City. The Parties agree that the Undeveloped Road extending into Dimple Dell may be proposed by the County as replacement property to comply with this requirement. The County will use its best efforts to obtain approval for the Undeveloped Road to be used as replacement property in exchange for the Turn Around Property to comply with federal Land Water Conservation

Funds requirements.

(ii) If the County provides the City with written documentation showing that it has obtained the necessary federal approvals for the exchange contemplated by this Agreement, then, within 180 days of receipt of such notification, the City shall petition the City Council to adopt an ordinance vacating the Undeveloped Road.

(iii) After the City notifies the County that the Undeveloped Road has been vacated, the County shall, within 180 days of such notification, do one of the following, at the City's option: (1) convey the Turn Around Property to the City via the Turn Around Property Deed free and clear of financial encumbrances and subject only to matters of record with the Salt Lake County Recorder's Office or (2) dedicate the Turn Around Property as a public right of way.

(iv) If the County is unable to convey the Turn Around Property to the City for any reason, then the Turn Around Property License will continue to govern, as further set forth therein.

Section 2. **Consideration.** The Parties hereby agree that the exchange of obligations identified in Section 1 constitutes full and adequate consideration for the interests that are exchanged herein between the County and the City. No other consideration shall be required for the exchange.

Section 3. **Transfer of Property Interests.**

(a). Badger Cove Property. Provided that all conditions identified herein are met for subsection 1(a) and no later than ninety (90) days after the County records the subdivision plat for Badger Cove (the "*Transfer Date*"), the City shall deliver the Badger Cove Property Deed to the County for recording. From the time that the County takes occupancy of the Badger Cove Property until the Transfer Date, the risk of loss associated with the Badger Cove Property shall be borne solely by the County, as further provided in the Permit to Enter and Construct (Exhibit A-3). Real property taxes and assessments relating to the Badger Cove Property, if any, shall be prorated as of the Transfer Date. Except as otherwise provided by this Agreement, each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees.

(b). Lone Peak Park Easements. The Parties shall sign, exchange, and record the Lone Peak Park Easement and Dimple Dell Parcel #1 Easement within thirty (30) days of the execution of this Agreement by both Parties.

(c). Turn Around Property. Any conveyance of the Turn Around Property by the County to the City shall occur at a the time set forth in Section 1(c) if the conditions contained therein are met.

Section 4. **Title.** The City shall convey and warrant the Badger Cove Property to the County free and clear of any lien or encumbrance on that property that secures the payment of money, or that may be removed or satisfied by the payment of money, but not including the lien of taxes or assessments not yet due or payable as of the Transfer Date or any other items of record. If the County is obligated to convey the Turn Around Property to the City under Section 1(c) of

this Agreement, then, at the time set forth therein, the County shall convey and warrant the Turn Around Property free and clear of any lien or encumbrance on that property that secures the payment of money, or that may be removed or satisfied by the payment of money, but not including the lien of taxes or assessments not yet due or payable or any other items of record.

Section 5. **Disclosures**. No later than ten (10) calendar days after the Effective Date of this Agreement, the City will deliver to the County the following documents to the extent the same are in the City's possession or control: (a) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Badger Cove Property after the Transfer Date; and (b) copies of any environmental assessments, reports, site plans, or other documents in the City's possession or control related to Badger Cove.

Section 6. **"As Is" Exchange**.

(a) For purposes of this section, the conveying party ("*Grantor Party*") is the party that shall deliver or cause to be delivered to the receiving party ("*Grantee Party*") title to real property. As to the Badger Cove Property, the City is the Grantor Party and the County is the Grantee Party. As to the Turn Around Property, the County is the Grantor Party and the City is the Grantee Party.

(b) EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE APPLICABLE DEED, THE GRANTEE PARTY IS NOT RELYING, AND HAS NOT RELIED, ON ANY REPRESENTATION, GUARANTEE, WARRANTY OR ACTION OF THE GRANTOR PARTY RELATING TO THE PROPERTY BEING CONVEYED TO THE GRANTEE PARTY, AS APPLICABLE (HEREINAFTER, THE "**CONVEYED PROPERTY**"), AND THE GRANTEE PARTY IS TAKING THE CONVEYED PROPERTY BASED UPON THE GRANTEE PARTY'S OWN INVESTIGATION, INSPECTION, KNOWLEDGE, AND UNDERSTANDING OF THE CONVEYED PROPERTY. EACH GRANTEE PARTY ACKNOWLEDGES THAT IT HAS HAD ADEQUATE TIME AND OPPORTUNITY TO INVESTIGATE THE CONVEYED PROPERTY AS IT DEEMED NECESSARY AND/OR APPROPRIATE.

(c) EACH GRANTEE PARTY HEREBY ACCEPTS THE CONVEYED PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", AND, EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE DEED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND EACH GRANTOR PARTY DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY PREVIOUSLY GIVEN OR OFFERED TO THE GRANTEE PARTY, EXCEPT TO THE EXTENT SUCH REPRESENTATION OR WARRANTY IS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH GRANTOR PARTY PROVIDES NO WARRANTIES, REPRESENTATIONS OR ASSURANCES AS TO THE CONDITION OR MERCHANTABILITY OF THE CONVEYED PROPERTY, THE PROFITABILITY, DEVELOPABILITY, OR MARKETABILITY OF THE CONVEYED PROPERTY, THE ENVIRONMENTAL CONDITION OF THE CONVEYED PROPERTY, OR THE CONFORMITY OF THE CONVEYED PROPERTY WITH ANY APPLICABLE LAWS,

ORDINANCES, RULES, OR REGULATIONS.

Section 7. **Changes during Transaction.** Both Parties agree that after executing this Agreement they will not enter into any written contracts (including event contracts), agreements, amendments, encumbrances, or listings, or be a party to any oral understandings or agreements affecting the Parcels, which may become binding upon the other Party. In addition, both Parties agree that no changes to any existing leases shall be made (except as provided herein), no new leases entered into, and no alterations or improvements to the Parcels shall be made or undertaken without the written consent of the other Party.

Section 8. **Agency Disclosure.** By signing this Agreement, the County and the City each represent and warrant to the other party that it is not represented by a real estate broker and neither the County nor the City is obligated to pay any real estate commission in the transactions contemplated in this Agreement.

Section 9. **Duration and Termination.** This Agreement shall take effect upon the Effective Date and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the transfer of the Badger Cove Property, Exhibit A-4, and exchange of the Lone Peak Park Easement and Dimple Dell Parcel #1 Easement, Exhibits B-2 and B-1, respectively, shall be accomplished by the date set forth in Section 3 above. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination 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 10. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

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

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

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

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

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

Section 11. **General Provisions.** The following provisions are also integral parts of this Agreement:

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

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

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

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

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

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

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

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

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

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

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

(l) **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”).

Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable to the other 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. Nothing in this Section is intended to diminish or alter the Parties' respective obligations to indemnify each other and to defend and hold each other harmless from claims or damages to the extent provided elsewhere in this Agreement, including any exhibit hereto.

(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 applicable to the Party 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.

(n) Integration. This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior understandings, representations or agreements of the Parties regarding the Parcels and the subject matter in this document.

[Signatures on following page]

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its Mayor, or her designee; and the County, by resolution of its council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor, or her designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

SALT LAKE COUNTY DISTRICT ATTORNEY APPROVAL
Approved as to proper form and compliance with applicable law.

By: _____
R. Christopher Preston, Deputy District Attorney

SANDY CITY

By: _____
Mayor

Approved as to proper form and compliance with applicable law.

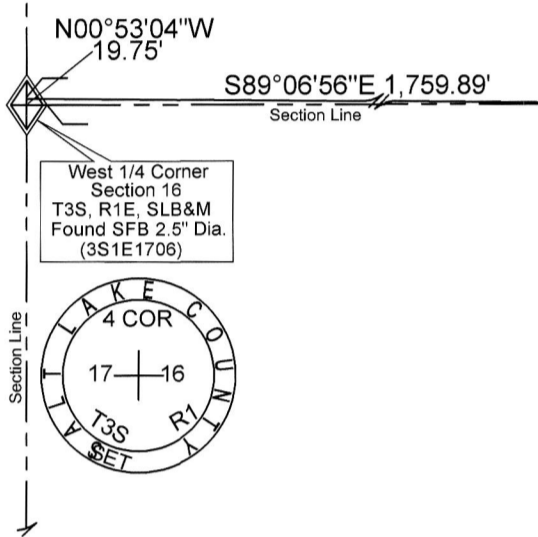
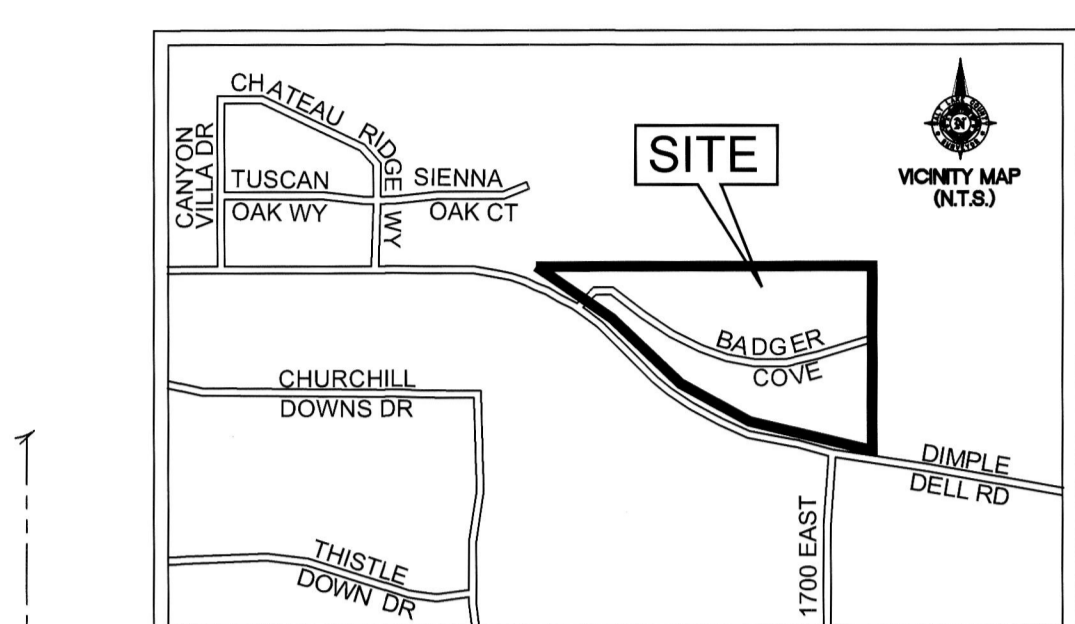
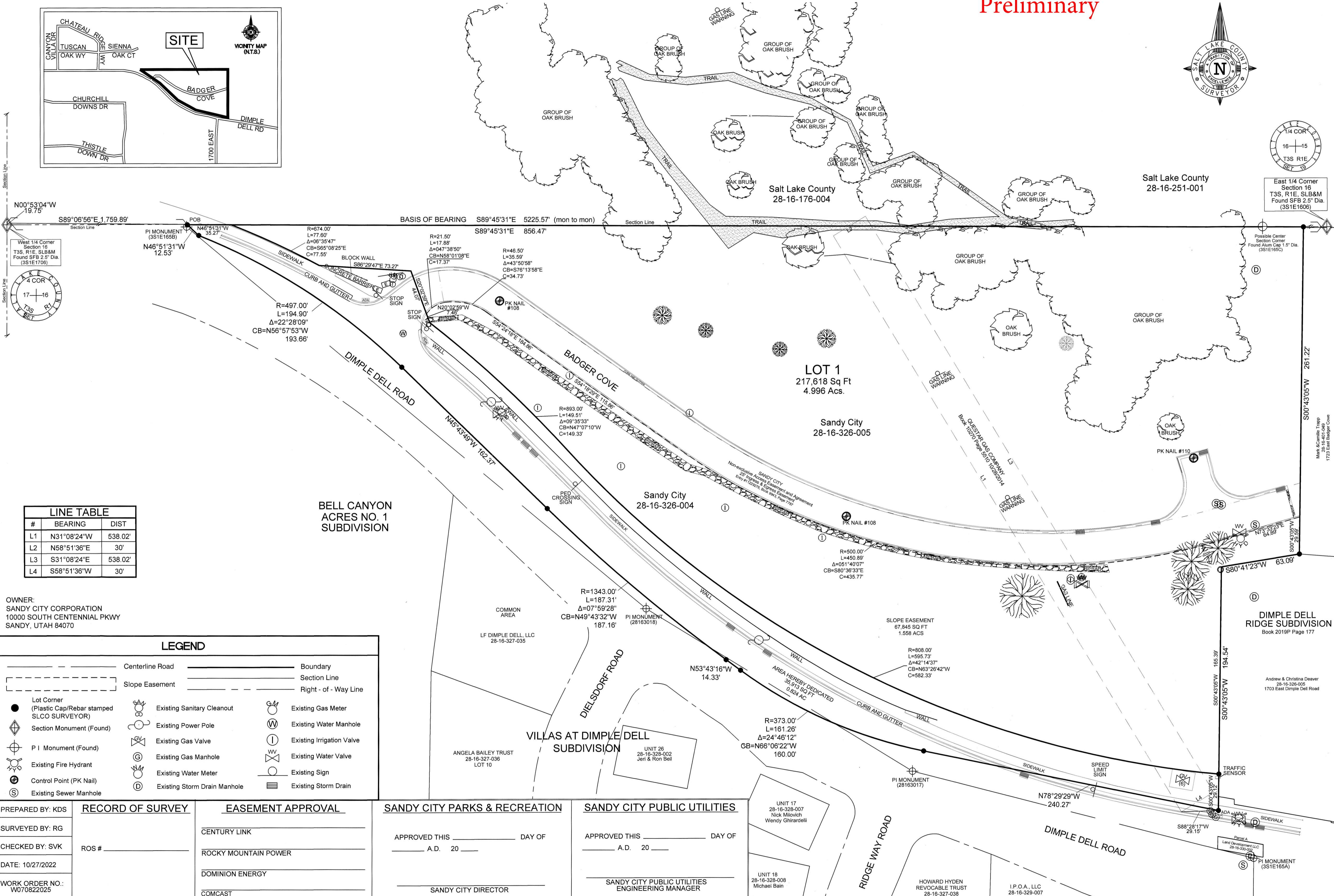
By: _____
Joelle Kesler, Senior Civil Attorney

Exhibit A-1
Legal Description and Map of Badger Cove Property

BADGER COVE SUBDIVISION

Located in the Southwest and Southeast Quarter of Section 16,
Township 3 South, Range 1 East, Salt Lake Base and Meridian
Sandy City, Salt Lake County

Preliminary



#	BEARING	DIST
L1	N31°08'24\"/>	

OWNER:
SANDY CITY CORPORATION
10000 SOUTH CENTENNIAL PKWY
SANDY, UTAH 84070

LEGEND	
	Centerline Road
	Boundary
	Section Line
	Slope Easement
	Right-of-Way Line
	Lot Corner (Plastic Cap/Rebar stamped SLCO SURVEYOR)
	Section Monument (Found)
	P 1 Monument (Found)
	Existing Fire Hydrant
	Control Point (PK Nail)
	Existing Sewer Manhole
	Existing Sanitary Cleanout
	Existing Power Pole
	Existing Gas Valve
	Existing Gas Manhole
	Existing Water Meter
	Existing Storm Drain Manhole
	Existing Gas Meter
	Existing Water Manhole
	Existing Irrigation Valve
	Existing Water Valve
	Existing Sign
	Existing Storm Drain

PREPARED BY: KDS	RECORD OF SURVEY	EASEMENT APPROVAL	SANDY CITY PARKS & RECREATION	SANDY CITY PUBLIC UTILITIES
SURVEYED BY: RG	ROS #	CENTURY LINK	APPROVED THIS _____ DAY OF _____ A.D. 20__	APPROVED THIS _____ DAY OF _____ A.D. 20__
CHECKED BY: SVK		ROCKY MOUNTAIN POWER		
DATE: 10/27/2022		DOMINION ENERGY		
WORK ORDER NO.: W070822025		COMCAST	SANDY CITY DIRECTOR	SANDY CITY PUBLIC UTILITIES ENGINEERING MANAGER

PREPARED BY THE OFFICE OF THE
SALT LAKE COUNTY SURVEYOR
2001 SOUTH STATE STREET #N1-400
SALT LAKE CITY, UTAH 84114-4575
(385) 468-8240

APPROVED THIS _____ DAY OF _____ A.D. 20__
SANDY CITY DISTRICT MANAGER

APPROVED THIS _____ DAY OF _____ A.D. 20__
SALT LAKE COUNTY HEALTH DIRECTOR

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 20__
SANDY CITY ATTORNEY

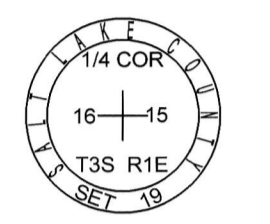
APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE SANDY CITY PLANNING COMMISSION.
CHAIRMAN, SANDY CITY, PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. 20__
CITY ENGINEER

PRESENTED TO THE SANDY CITY MAYOR THIS _____ DAY OF _____ A.D. 20__ AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.
SANDY CITY MAYOR
ATTEST: SANDY CITY RECORDER

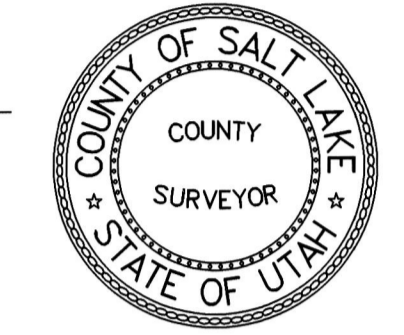
SEAL

SALT LAKE COUNTY RECORDER'S OFFICE
RECORDED # _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE \$ _____ DEPUTY, SALT LAKE COUNTY RECORDER



SURVEYOR'S CERTIFICATE
I, Reid J. Demman, P.L.S., do hereby certify that I am the Salt Lake County Surveyor, State of Utah, my term of office running from January 1, 2021, to December 31, 2024, and that I hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyor's Licensing Act, and have completed a survey of the property described on this plat in accordance with Section 17-23-17 and have verified all measurements as represented on the plat. The survey of the property shown and described hereon has been made under my direction and that I find it to be as shown.

Reid J. Demman, P.L.S.
Salt Lake County Surveyor



Date _____

DESCRIPTION
A parcel of land being two entire tracts described in that Warranty Deed, recorded at Entry #11196135, in Book 9929, on Page 9554, in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian, is described as follows:
Beginning at the northwesterly corner of said entire tracts, which point is 19.75 feet N. 00°53'04\"/>

The above described parcel of land contains 253,542 square feet in area, or 5.821 acres, more or less.
Contains 1 Lot

OWNER'S DEDICATION
Know all men by these presents that _____, the undersigned owner(s) of the above described tract of land, having caused to be subdivided into lots and streets to be hereafter known as the **BADGER COVE SUBDIVISION**

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20__

SANDY CITY CORPORATION

ACKNOWLEDGEMENT

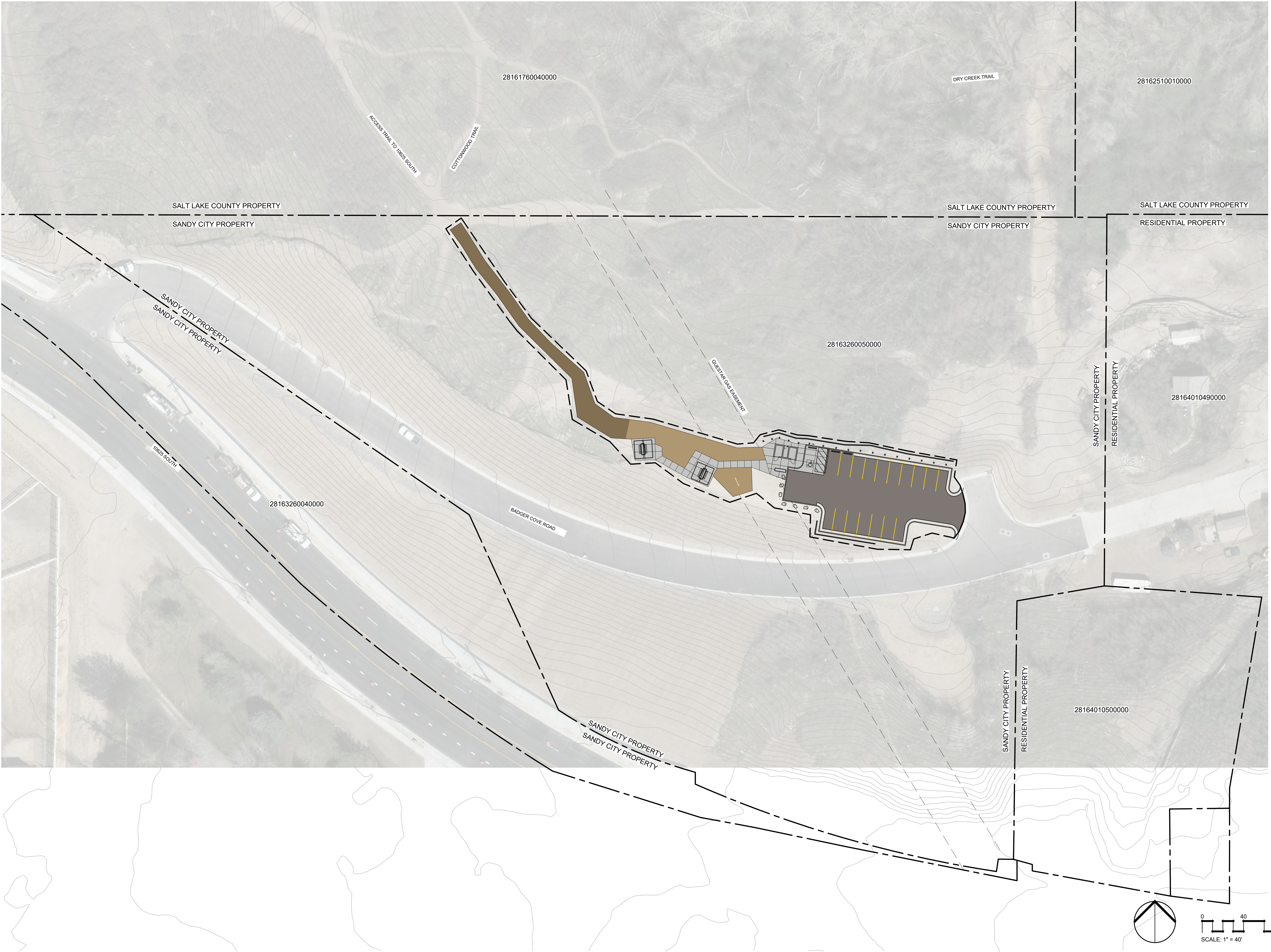
STATE OF UTAH } s.s.
County of Salt Lake

On the _____ day of _____ A.D., 20__, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake in said State of Utah, the signer(s) of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for uses and purposes therein mentioned.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

BADGER COVE SUBDIVISION
Located in the Southwest and Southeast Quarter of Section 16,
Township 3 South, Range 1 East, Salt Lake Base and Meridian
Sandy City, Salt Lake County

Exhibit A-2
Drawing of Badger Cove Improvements



epg design A Terracon COMPANY
 planning + landscape architecture
 Landscape Architecture
 Phoenix | Salt Lake
 6949 S. High Tech Dr.
 Suite #100
 Midvale, UT 84047
 Contact:
 Dave Harris, PLA
 480.213.6534
 dharris@epgllc.co
 www.epgllc.design

Salt Lake County Parks and Recreation Division
 2001 South State Street
 Salt Lake City, Utah 84190
 Owner's Contact Information:
 Dustin Wiberg
 Park Development
 Project Manager
 801.828.7865
 dwiberg@slco.org



BADGER COVE ROAD TRAILHEAD AND RESTROOM
 NE OF 10625 SOUTH AND BADGER COVE,
 SANDY, UTAH 84092

REV	DATE	DESCRIPTION

DESIGNED BY: AJ
 DRAWN: AJ
 CHECKED: DH
 ISSUE DATE: 05.10.2022
 PROJ #: SLCTY0013_BC

Sheet Name:
PROPERTY LINE EXHIBIT

Sheet Number:

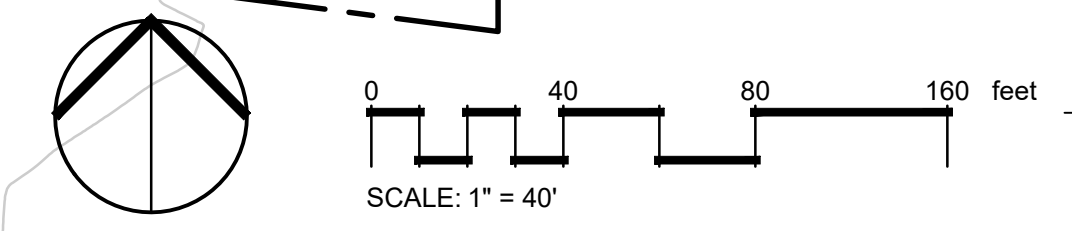


Exhibit A-3
Permit to Enter and Construct for Badger Cove

PERMIT TO ENTER AND CONSTRUCT

Sandy City, Utah municipal corporation created under the laws of the State of Utah (the “Owner”), owns certain real property located at approximately 1651 East Badger Cove, Sandy, Utah, adjacent to Dimple Dell Park, more specifically identified as Parcel No. 28-16-326-005 and Parcel No. 28-16-326-004 (together, the “Badger Cove Property”) and hereby authorizes Salt Lake County, a body corporate and politic of the State of Utah (the “County”) or its agent or independent contractor to enter upon a portion of the Badger Cove Property depicted on the map attached hereto as Exhibit A (the “Trailhead Area”), for the purpose of constructing a parking lot and trailhead access to Dimple Dell Park (the “Trailhead”).

The permission to enter upon the property is conditioned on the understanding that any damage done to the Badger Cove Property or improvements thereon will be repaired or replaced by the County as may be requested by the Owner. Any additional permits or licenses required by the Owner for the uses mentioned will be procured and paid for by the County or its agent or contractor. The permission is also conditioned upon the County completing the Site Plan Review Procedure established by Sandy City code and/or ordinance.

It is understood by both parties that, within the next three months, the County shall commence construction of the Trailhead, with the anticipation that construction of the Trailhead will be completed by May 15, 2023. The Owner and the County agree to attempt in good faith to negotiate an Interlocal Cooperation Agreement (the “Agreement”) wherein, if approved by both parties, the Owner will convey a portion of the Badger Cove Property to the County for permanent location of the Trailhead, which improvements the County has agreed to construct and maintain at its own cost and expense. This Permit will expire within one year of its execution by the parties or upon transfer of the Badger Cove Property to the County pursuant to the terms of the Agreement, whichever occurs sooner. If the parties do not enter into the Agreement within one year, this Permit shall automatically extend beyond the original one-year term to allow the County to maintain the Trailhead until such time as the Agreement is executed by both parties or until the Owner terminates this Permit by providing 30-days prior written notice to the County. Should this Permit expire or terminate as provided herein, then, at the request of the Owner, the County shall restore the Badger Cove Property, except where the Trailhead is located, to its original condition, reasonable wear and tear excepted.

Because the County will be constructing and maintaining the Trailhead within the Trailhead Area for the benefit of citizens of the Owner and the County, and because the parties anticipate entering into an Agreement for the Badger Cove Property to be conveyed to the County, this permit is granted for no fee.

Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (2022), as amended (the “Act”). Consistent with the terms of the Act, and as provided therein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its own agents, officials or employees. Neither party waives any defenses otherwise available under the Act, nor does any party waive any limits of liability currently provided by the Act. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. The parties

agree to indemnify each other and to defend and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of its own officers, employees, agents, or contractors involved in the matters pertaining to this Permit. Subject to applicable statutes of limitations, the termination or expiration of this Permit does not terminate the Parties' rights and obligations under this paragraph.

Both parties to this Permit shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

IN WITNESS WHEREOF, the parties have executed this Permit or caused it to be executed by their duly authorized officers the day and year first hereinabove set forth.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

SANDY CITY

DocuSigned by:
By: Monica Boltanski
Monica Boltanski, Mayor 10/11/2022

ATTEST:

DocuSigned by:
Wendy D.
Sandy City Recorder 10/11/2022



Exhibit A
Map of the Trailhead Area

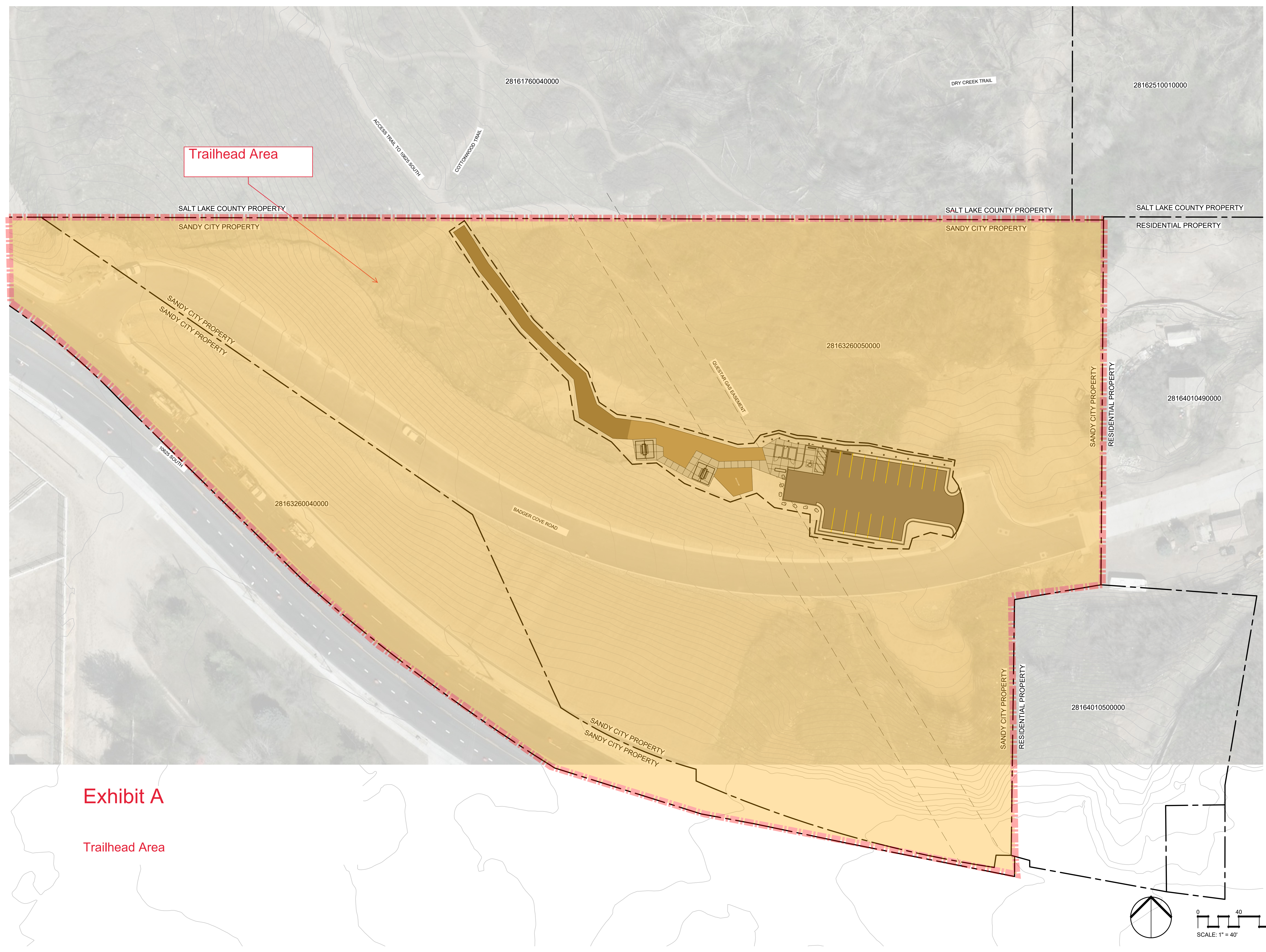


Exhibit A

Trailhead Area

epg design A Terracon COMPANY
 planning + landscape architecture
 Planning + Landscape Architecture
 Phoenix | Salt Lake
 6949 S. High Tech Dr.
 Suite #100
 Midvale, UT 84047
 Contact:
 Dave Harris, PLA
 480.213.6534
 dharris@epgllc.co
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Salt Lake County Parks and Recreation Division
 2001 South State Street
 Salt Lake City, Utah 84190
 Owner's Contact Information:
 Dustin Wiberg
 Park Development
 Project Manager
 801.828.7865
 dwiberg@slco.org



BADGER COVE ROAD TRAILHEAD AND RESTROOM
 NE OF 10625 SOUTH AND BADGER COVE,
 SANDY, UTAH 84092

REV	DATE	DESCRIPTION

DESIGNED BY: AJ
 DRAWN: AJ
 CHECKED: DH
 ISSUE DATE: 05.10.2022
 PROJ #: SLCTY0013_BC

Sheet Name:
PROPERTY LINE EXHIBIT

Sheet Number:

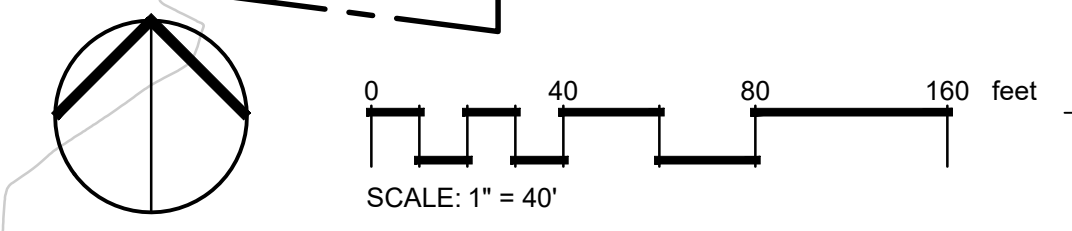


Exhibit A-4
Form of Badger Cove Property Deed

When Recorded Mail This Deed To:

Salt Lake County Real Estate
Attn: _____
2001 South State Street, S3-110
Salt Lake City, Utah 84119

Tax Parcel Nos.:

(Above Space for Recorder's Use Only)

SPECIAL WARRANTY DEED

SANDY CITY, a body corporate and politic of the State of Utah, "**GRANTOR**" hereby conveys and warrants against all who claim by, through, or under Grantor to **SALT LAKE COUNTY**, a body politic and corporate of the State of Utah, "**GRANTEE**", for the sum of TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration, the following tract of land in Salt Lake County, more particularly described in Exhibit "1" attached hereto and by this reference made a part hereof (the "Property"):

See Exhibit "1" attached

WITNESS the hand of said Grantor this ____ day of _____, 2023.

**GRANTOR:
SANDY CITY**

By: Exhibit Only, Do Not Sign
Its: _____

STATE OF UTAH)
)ss.
County of Cache)

On the ____ day of _____, 2023, personally appeared before me _____, who
being by me duly sworn, did say that she/he is the _____ of Sandy City.

NOTARY PUBLIC, Residing in
Cache County, Utah

My Commission Expires:

EXHIBIT "1"
(To Special Warranty Deed)

This exhibit will be updated and attached after the subdivision is approved and recorded.

Exhibit B-1
Dimple Dell Parcel #1 Easement

WHEN RECORDED MAIL TO:

Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

PARCEL ID No. 28-07-476-008

DIMPLE DELL EASEMENT AGREEMENT

This Dimple Dell Easement Agreement (“Agreement”) is entered into this ____ day of _____, 2023 (“Effective Date”), by and between Sandy City, a municipal corporation (“Grantor”) and Salt Lake County, a body corporate and politic of the state of Utah (“Grantee”).

RECITALS:

- A. Grantee owns several adjacent parcels of land, known as Dimple Dell Park, one of which is identified as Parcel No. 28-07-476-001 (“Dimple Dell Parcel #1”).
- B. Grantor owns a parcel of land in Sandy, Utah, Parcel ID No. 28-07-476-008, known as Lone Peak Park (the “Lone Peak Property”). The Lone Peak Property shares a boundary line with the Dimple Dell Parcel #1.
- C. Grantee wishes to construct, operate, and maintain a parking lot and related improvements on a portion of Lone Peak Property for public use (the “Dimple Dell Improvements”) that can be used for the benefit of visitors to both the Lone Peak Property and Dimple Dell.
- D. Grantee desires to obtain from Grantor, and Grantor is willing to grant, a non-exclusive, perpetual easement to allow for use, access, construction, maintenance, and operation of the Improvements in, on, over, across, and through the Lone Peak Property.

TERMS:

NOW, THEREFORE, in exchange of the mutual promises herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement.
 - 1.1. Grantor hereby grants to Grantee a perpetual easement, on, over, across and through the Lone Peak Property for the use, construction, installation, operation, maintenance, repair, inspection, removal and replacement of the Dimple Dell Improvements. The location and boundaries of this easement are more particularly described and depicted in **Exhibit A**

attached hereto and by this reference made a part hereof (“Dimple Dell Easement Property”). The Dimple Dell Improvements are depicted essentially as shown in the site plan attached as **Exhibit B** attached hereto and by this reference may a part hereof. It is understood that the location and design of the Dimple Dell Improvements may be modified by Grantee as necessary prior to final construction.

- 1.2. Additionally, Grantor hereby grants to Grantee a non-exclusive perpetual access easement across the designated road network within Lone Peak Property allowing Grantee vehicular and mechanical access to the Dimple Dell Easement Property for the purposes of constructing, installing, maintaining, repairing, and inspecting the Dimple Dell Improvements.
2. Additional Limitations on Use of the Easement.
 - 2.1. Grantee shall have the right to use the Dimple Dell Easement Property for recreational purposes associated with Dimple Dell.
 - 2.2. Grantee shall bear any and all costs and expenses for developing the Dimple Dell Easement Property for recreational uses associated with Dimple Dell. All Dimple Dell Improvements constructed or installed by Grantee shall be performed in a workman like manner and in accordance with federal, state, and local laws.
 - 2.3. Grantee and its successors or assigns at their sole expense shall maintain and repair the Dimple Dell Improvements in a good, safe, and useful condition in compliance with all applicable governmental requirements.
 - 2.4. Any damage caused by Grantee to the Lone Peak Property resulting from the construction, operation, repair, replacement, and maintenance of the Dimple Dell Improvements shall be repaired by Grantee at its sole expense.
 - 2.5. Subject to Section 3 below, Grantor reserves the right to use the Lone Peak Property for any use not inconsistent with Grantee’s permitted use of the Dimple Dell Easement Property. Grantee shall not remove or materially alter the Dimple Dell Improvements without Grantor’s prior written consent, which consent Grantor shall not unreasonably withhold. Grantor shall retain the obligation to maintain and repair at its sole expense any existing or future improvements that it has or will install or construct within the Lone Peak Property in accordance with Sandy City site plan requirements. Such improvements currently include but are not limited to sidewalk, parking entrance, parking, landscaping and irrigation systems.
3. Exclusivity. Notwithstanding anything to the contrary in this Agreement, Grantor shall not grant additional easements, licenses, rights-of-way, or encroachments within the Dimple Dell Easement Property without the prior written consent of Grantee, which consent Grantee shall not unreasonably withhold.
4. Consideration. As consideration for this Agreement, Grantor agrees that Grantee’s installation of the Dimple Dell Improvements to the Lone Peak Property as shown in Exhibit B together with Grantee’s ongoing obligation to maintain and repair the Dimple Dell Improvements, which Grantor and the public will be able to use for public recreational purposes without charge, constitute consideration for this Agreement.
5. Governmental Immunity and Indemnification. Both Parties are governmental entities under

the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (2022), as amended (the “Act”). Consistent with the terms of the Act, and as provided therein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its own agents, officials or employees. Neither Party waives any defenses otherwise available under the Act, nor does any party waive any limits of liability currently provided by the Act. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. The Parties agree to indemnify each other and to defend and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of its own officers, employees, agents, or contractors involved in the matters pertaining to this Agreement.

6. Assignment. Neither Party may assign this Agreement, any rights under this Agreement, or the right-of-way and/or easements granted it by this Agreement without the written consent of the other.
7. Amendment. This Agreement may be amended only by written instrument executed by all Parties.
8. Run with Land. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the Parties.
9. Subject to Existing Rights. This Agreement is subject to all existing rights-of-way and encumbrances of record or in equity of law.
10. Governing Law. This Agreement shall be governed and construed under the laws of the State of Utah without regard to conflicts of law provisions.
11. Authority. Each individual executing this Agreement does thereby represent and warrant that he or she has been duly authorized to execute and sign this Agreement in the capacity and for the entities identified. This Agreement shall not be considered final until executed by the Mayor of Salt Lake County or designee and the Mayor of Sandy City.
12. The Parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement shall be dated and effective on date and year first above written.

**GRANTOR:
Sandy City**

By: Exhibit Only, Do Not Sign
Mayor or Designee

**GRANTEE:
Salt Lake County**

By: _____
Mayor or Designee

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

The foregoing instrument was acknowledged before me this _____ day of 2023, by _____ as _____ of Sandy City.

NOTARY PUBLIC

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

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County, Utah

EXHIBIT A
Dimple Dell Easement Property
Legal Description and Map

A perpetual easement being part of Lot 2 of the Lincoln Williams Subdivision recorded on April 2, 1999, as Entry No. 7310546 and disclosed in that Quit Claim Deed recorded on November 18, 2004, as Entry No. 9226593 in the Office of the Salt Lake County Recorder. Said perpetual easement is located in the Southeast Quarter of Section 7, Township 3 South, Range 1 East, of the Salt Lake Base and Meridian and is described as follows:

Beginning at the intersection of a northerly line of said Lot 2 with the back of an existing concrete curb, 655.86 feet N. $0^{\circ}01'13''$ E. (Deed = North) along the section line and 1046.91 feet West and 164.67 feet N. $88^{\circ}45'01''$ W. from the southeasterly corner of said Section 7; thence along the back of said curb the following three (3) courses: 1.) Southwesterly 60.26 feet along the arc of a 116.00-foot radius curve to the left (chord bears S. $16^{\circ}56'28''$ W. 59.59 feet) with a central angle of $29^{\circ}45'54''$ to the point of reverse curvature with an 83.00-foot radius curve to the right; 2.) Southwesterly 126.57 feet along the arc of said curve (chord bears S. $45^{\circ}44'44''$ W. 114.66 feet) with a central angle of $87^{\circ}22'25''$; 3.) N. $89^{\circ}36'16''$ W. 2.28 feet to the easterly line of the Sandy Heights South No. 4 Subdivision recorded on January 8, 1973, as Entry No. 2510771 in the office of said Recorder; thence N. $0^{\circ}23'44''$ E. 139.20 feet along said easterly line to a northwesterly corner of said Lot 2; thence S. $88^{\circ}45'01''$ E. 100.83 feet along said northerly line to the point of beginning.

The above-described perpetual easement contains 10,477 square feet in area or 0.241 acre, more or less.

BASIS OF BEARING: N. $0^{\circ}01'13''$ E. along the Section line between the Southeast Corner and East Quarter Corner of said Section 07, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

Dry Creek Sub

Sandy Heights South
No. 4 Sub



Salt Lake County
28-07-476-001

R=131.00
L=70.03'

14.64'

R=519.00
L=167.02'

10120 South St.

217.38

R=116.00
L=39.17'

Lone Peak
Perpetual Easement

POB

POB

164.67'

100.83'

R=116.00
L=60.26'

Dimple Dell
Perpetual Easement

139.20'

R=83.00
L=126.57'

2.28'

Sandy City
28-07-476-008

Dimple Dell - Lone Peak

10042 South 300 East

Prepared for:

Salt Lake Co.- Parks & Rec.

Section 07, Township 3 South Range 1 East, S.L.B.&M.

Work Order No. W070822025

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State Suite N1-400
Salt Lake City, Utah 84114
(385) 468-8240

Prepared by:
SVK

Checked by:
KDS

Date:
9/23/2022

Page
1 of 1

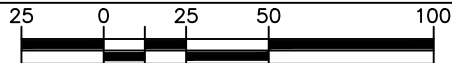


EXHIBIT B
Site Plan



REFERENCE NOTES SCHEDULE

SYMBOL	METAL GATE DESCRIPTION	QTY	DETAIL
G-301	RELOCATE FIRE ACCESS GATE & POSTS, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS.		
SYMBOL	ROCK DESCRIPTION	QTY	DETAIL
K-101	BOULDER, DECORATIVE GRAY 2'-3' - CONTRACTOR TO PICK AND TRANSPORT TO SITE FROM APPROX. 4.4 MILES AWAY @ NORTH OF DIMPLE DELL TRAILHEAD. UTILIZE EXISTING TWO (2) BOULDERS ONSITE.	33/LM201	
K-102	RETAINING BOULDER WALL (SEE C-101)	33 LF	4/LM201
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
LM-101	CROSSWALK STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-103	PARKING LOT STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-105	TRAILHEAD KIOSK BY OTHERS		
LM-106	ADA PARKING SIGN POST	1/LM201	
LM-107	ADA PARKING STALL STRIPING	2/LM201	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
P-104	CURB & GUTTER (SEE C-101)	882 LF	
P-105	CONCRETE WATER WAY (SEE C-101)	107 LF	
P-106	PEDESTRAIN ADA RAMP (SEE C-101)		
SYMBOL	SITE FURNISHINGS DESCRIPTION	QTY	DETAIL
S-101	RELOCATE "NO PARKING IN FRONT OF FIRE GATE NEED 24 HOUR ACCESS AT ALL TIMES" SIGN, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS		
S-102	RELOCATE "FIRE ACCESS GATE" SIGN, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS.		
S-103	PARKING WHEEL STOP, GREY CONCRETE, REUSE SALVAGED WHEEL STOP ONSITE		
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
	SHRUB AREA NATIVE & NATIVE ADAPTED PLANT MATERIAL W/ DRIP IRRIGATION	2,685 SF	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
	ASPHALT PAVING, PER CIVIL & GEOTECH REPORT	17,030 SF	
	CONCRETE SIDEWALK 4" NATURAL GRAY CONC. SUBGRADE PER GEOTECH	2,300 SF	

epg design
 Planning + Landscape Architecture
 Phoenix | Salt Lake
 6949 S. High Tech Dr
 Suite #100
 Midvale, UT 84047
 Contact:
 Dave Harris, PLA
 480.213.6534
 dharris@epgllc.co
 www.epgllc.design

Salt Lake County Parks and Recreation Division
 2001 South State Street
 Salt Lake City, Utah 84190
 Owner's Contact Information:
 Dustin Wiberg
 Park Development
 Project Manager
 801.828.7865
 dwiberg@slco.org



LONE PEAK TRAILHEAD
 10120 SOUTH AND 700 EAST
 SANDY, UT 84070

REV	DATE	DESCRIPTION

DESIGNED BY: AJ
 DRAWN BY: AJ
 CHECKED: DH
 ISSUE DATE: 05.10.2022
 PROJ #: SLCTY0013_LP

Sheet Name:
LAYOUT & MATERIALS PLAN

Sheet Number:
LM101

Exhibit B - Dimple Dell

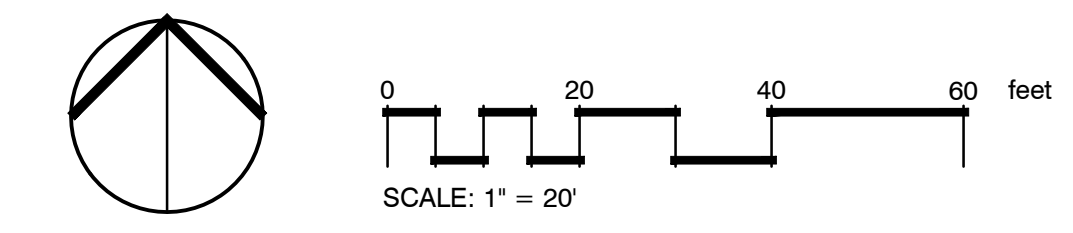


Exhibit B-2
Lone Peak Park Easement

WHEN RECORDED MAIL TO:

Sandy City Recorder
10000 Centennial Parkway
Sandy, UT 84070

PARCEL ID No. 28-07-476-001

LONE PEAK PARK EASEMENT AGREEMENT

This Lone Peak Park Easement Agreement (“Agreement”) is entered into this ____ day of _____, 2023 (“Effective Date”), by and between Salt Lake County, a body corporate and politic of the state of Utah (“Grantor”) and Sandy City, a municipal corporation (“Grantee”).

RECITALS:

- A. Grantee owns a parcel of land in Sandy, Utah, Parcel ID No. 28-07-476-008, known as Lone Peak Park (the “Lone Peak Property”).
- B. Grantor owns several adjacent parcels of land, known as Dimple Dell Park, one of which is identified as Parcel No. 28-07-476-001 (“Dimple Dell Parcel #1”). The Lone Peak Property shares a boundary line with the Dimple Dell Parcel #1.
- C. Grantee has constructed an access road to the Lone Peak Property together with sidewalk, landscaping, fencing, and other related facilities (the “Lone Peak Improvements”) on Dimple Dell Parcel #1 pursuant to an easement obtained in 2002 (the “2002 Easement”). The Lone Peak Improvements have been continuously used since 2002 for the benefit of visitors to both the Lone Peak Property and Dimple Dell Park.
- D. Grantee wishes replace the 2002 Easement to maintain and repair the Lone Peak Improvements with this Agreement.
- E. Grantor is willing to replace the 2002 Easement and grant, a non-exclusive, perpetual easement to allow for use, access, construction, maintenance, and operation of the Lone Peak Improvements in, on, over, across, and through Dimple Dell Parcel #1 as provided herein.

TERMS:

NOW, THEREFORE, in exchange of the mutual promises herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement.
 - 1.1. The Parties agree that the 2002 Easement, recorded as Entry No. 8137251, in Book 8561 at Page 2364 in the Salt Lake County Recorder's Office, is hereby revoked and replaced in its entirety by this Agreement.
 - 1.2. Grantor hereby grants to Grantee a perpetual easement, on, over, across and through a portion of Dimple Dell Parcel #1 for the use, construction, installation, operation, maintenance, repair, inspection, removal and replacement of the Lone Peak Improvements. Grantee may also make alterations to the Lone Peak Improvements with the Grantor's prior written consent, which consent Grantor shall not unreasonably withhold. The location and boundaries of this easement are more particularly described and depicted in **Exhibit A** attached hereto and by this reference made a part hereof (the "Lone Peak Easement Property"). The Lone Peak Improvements are depicted essentially as shown in the site plan attached as **Exhibit B** attached hereto and by this reference may a part hereof.
 - 1.3. Additionally, Grantor hereby grants to Grantee a non-exclusive perpetual access easement across Dimple Dell Parcel #1 allowing Grantee vehicular and mechanical access to the Lone Peak Easement Property for the purposes of constructing, installing, maintaining, repairing, and inspecting the Lone Peak Improvements.
2. Additional Limitations on Use of the Easement.
 - 2.1. Grantee shall have the right to use the Lone Peak Easement Property for recreational purposes associated with Lone Peak Park.
 - 2.2. Grantee shall bear any and all costs and expenses for maintaining and repairing the Lone Peak Improvements. All Lone Peak Improvements constructed, maintained, or repaired by Grantee shall be performed in a workman like manner and in accordance with federal, state, and local laws.
 - 2.3. Grantee and its successors or assigns at their sole expense shall maintain and repair the Lone Peak Improvements in a good, safe, and useful condition in compliance with all applicable governmental requirements.
 - 2.4. Any damage caused by Grantee to Dimple Dell Parcel #1 resulting from the construction, operation, repair, replacement, and maintenance of the Lone Peak Improvements shall be repaired by Grantee at its sole expense.
 - 2.5. Subject to Section 3 below, Grantor reserves the right to use Dimple Dell Parcel #1 for any use not inconsistent with Grantee's permitted use of the Lone Peak Easement Property. Grantor shall retain the obligation to maintain and repair at its sole expense any existing or future improvements that it has or will install or construct within the Lone Peak Easement Property. Such improvements currently include but are not limited to sidewalk, road network, sports field, landscaping, and irrigation systems.
3. Exclusivity. Notwithstanding anything to the contrary in this Agreement, Grantor shall not grant additional easements, licenses, rights-of-way, or encroachments within the Lone Peak Easement Property without the prior written consent of Grantee, which consent Grantee shall not unreasonably withhold.
4. Consideration. As consideration for this Agreement, Grantor agrees that Grantee's improvements to Dimple Dell Parcel #1 as shown in Exhibit B together with Grantee's ongoing

obligation to maintain and repair the Lone Peak Improvements, which Grantor and the public are able to use for public recreational purposes without charge, constitute consideration for this Agreement.

5. Governmental Immunity and Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (2022), as amended (the “Act”). Consistent with the terms of the Act, and as provided therein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its own agents, officials or employees. Neither Party waives any defenses otherwise available under the Act, nor does any party waive any limits of liability currently provided by the Act. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. The Parties agree to indemnify each other and to defend and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of its own officers, employees, agents, or contractors involved in the matters pertaining to this Agreement.
6. Assignment. Neither Party may assign this Agreement, any rights under this Agreement, or the right-of-way and/or easements granted it by this Agreement without the written consent of the other.
7. Amendment. This Agreement may be amended only by written instrument executed by all Parties.
8. Run with Land. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the Parties.
9. Subject to Existing Rights. This Agreement is subject to all existing rights-of-way and encumbrances of record or in equity of law.
10. Governing Law. This Agreement shall be governed and construed under the laws of the State of Utah without regard to conflicts of law provisions.
11. Authority. Each individual executing this Agreement does thereby represent and warrant that he or she has been duly authorized to execute and sign this Agreement in the capacity and for the entities identified. This Agreement shall not be considered final until executed by the Mayor of Salt Lake County or designee and the Mayor of Sandy City.
12. The Parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement shall be dated and effective on date and year first above written.

**GRANTOR:
Salt Lake County**

By: Exhibit Only, Do Not Sign
Mayor or Designee

By _____
Clerk or Designee

**GRANTEE:
Sandy City**

By: _____
Mayor or Designee

[Acknowledgements on Following Page]

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

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

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

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say and acknowledge that s/he is the _____ Clerk of Salt Lake County, and that the foregoing instrument Deed was signed by her/him on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County

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

The foregoing instrument was acknowledged before me this _____ day of 2023, by _____ as _____ of Sandy City.

NOTARY PUBLIC

EXHIBIT A
Lone Peak Easement Property
Legal Description and Map

A perpetual easement being part of an entire tract of land disclosed in that Warranty Deed recorded on August 18, 1978, as Entry No. 3155578 in the office of the Salt Lake County Recorder. Said perpetual easement is located in the Southeast Quarter of Section 7, Township 3 South, Range 1 East, of the Salt Lake Base and Meridian and is described as follows:

Beginning at a southeasterly corner of said entire tract and an interior corner of Lot 2 of the Lincoln Williams Subdivision recorded on April 2, 1999 as Entry No. 7310546 in the Office of said Recorder, which point of beginning is also 655.86 feet N. $0^{\circ}01'13''$ E. (Deed = North) along the section line and 1046.91 feet West from the southeasterly corner of said Section 7; thence N. $88^{\circ}45'01''$ W 164.67 feet along a common line with the southerly boundary of said entire tract and a northerly line of said Lot 2, to the back of an existing concrete curb; thence along the back of said curb the following four (4) courses: 1) Northeasterly 39.17 feet along the arc of a 116.00-foot radius curve to the right (chord bears N. $41^{\circ}29'53''$ E. 38.99 feet) with a central angle of $19^{\circ}20'54''$ to the point of reverse curvature with a 519.00-foot radius curve to the left; 2) Northeasterly 167.02 feet along the arc of said curve (chord bears N. $41^{\circ}57'11''$ E. 166.30 feet) with a central angle of $18^{\circ}26'18''$; 3) N. $32^{\circ}44'01''$ E. 14.64 feet to the point of tangency with a 131.00-foot radius curve to the right; 4) Northeasterly 70.03 feet along the arc of said curve (chord bears N. $48^{\circ}02'53''$ E. 69.20 feet) with a central angle of $30^{\circ}37'42''$, to intersect a common line with an easterly boundary of said entire tract and a westerly line of said Lincoln Williams Subdivision; thence S. $08^{\circ}23'59''$ W. 217.38 feet along said common line, to the point of beginning.

The above-described perpetual easement contains 17,958 square feet in area or 0.412 acre, more or less.

BASIS OF BEARING: N. $0^{\circ}01'13''$ E. along the Section line between the Southeast Corner and East Quarter Corner of said Section 07, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

Dry Creek Sub

Sandy Heights South
No. 4 Sub



Salt Lake County
28-07-476-001

R=131.00
L=70.03'

14.64'

R=519.00
L=167.02'

10120 South St.

217.38

R=116.00
L=39.17'

Lone Peak
Perpetual Easement

POB

POB

164.67'

100.83'

R=116.00
L=60.26'

Dimple Dell
Perpetual Easement

139.20'

R=83.00
L=126.57'

2.28'

Sandy City
28-07-476-008

Dimple Dell - Lone Peak

10042 South 300 East

Prepared for:

Salt Lake Co.- Parks & Rec.

Section 07, Township 3 South Range 1 East, S.L.B.&M.

Work Order No. W070822025

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State Suite N1-400
Salt Lake City, Utah 84114
(385) 468-8240

Prepared by:
SVK

Checked by:
KDS

Date:
9/23/2022

Page
1 of 1

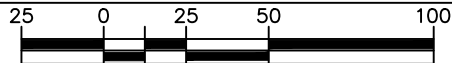


EXHIBIT B
Site Plan



Lone Peak Easement Area
(Blue Boundary)

Dimple Dell Easement Area
(Red Boundary)

REFERENCE NOTES SCHEDULE

SYMBOL	METAL GATE DESCRIPTION	QTY	DETAIL
G-301	RELOCATE FIRE ACCESS GATE & POSTS, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS.		
SYMBOL	ROCK DESCRIPTION	QTY	DETAIL
K-101	BOULDER, DECORATIVE GRAY 2'-3' - CONTRACTOR TO PICK AND TRANSPORT TO SITE FROM APPROX. 4.4 MILES AWAY @ NORTH OF DIMPLE DELL TRAILHEAD. UTILIZE EXISTING TWO (2) BOULDERS ONSITE.	33/LM201	
K-102	RETAINING BOULDER WALL (SEE C-101)	33 LF	4/LM201
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
LM-101	CROSSWALK STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-103	PARKING LOT STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-105	TRAILHEAD KIOSK BY OTHERS		
LM-106	ADA PARKING SIGN POST	1/LM201	
LM-107	ADA PARKING STALL STRIPING	2/LM201	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
P-104	CURB & GUTTER (SEE C-101)	882 LF	
P-105	CONCRETE WATER WAY (SEE C-101)	107 LF	
P-106	PEDESTRAIN ADA RAMP (SEE C-101)		
SYMBOL	SITE FURNISHINGS DESCRIPTION	QTY	DETAIL
S-101	RELOCATE "NO PARKING IN FRONT OF FIRE GATE NEED 24 HOUR ACCESS AT ALL TIMES" SIGN, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS		
S-102	RELOCATE "FIRE ACCESS GATE" SIGN, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS.		
S-103	PARKING WHEEL STOP, GREY CONCRETE, REUSE SALVAGED WHEEL STOP ONSITE		
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
(Green Box)	SHRUB AREA NATIVE & NATIVE ADAPTED PLANT MATERIAL W/ DRIP IRRIGATION	2,685 SF	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
(Dark Gray Box)	ASPHALT PAVING, PER CIVIL & GEOTECH REPORT	17,030 SF	
(Light Gray Box)	CONCRETE SIDEWALK 4" NATURAL GRAY CONC. SUBGRADE PER GEOTECH	2,300 SF	

epg design
 Planning + Landscape Architecture
 Phoenix | Salt Lake
 6949 S. High Tech Dr
 Suite #100
 Midvale, UT 84047
 Contact:
 Dave Harris, PLA
 480.213.6534
 dharris@epgllc.co
 www.epgllc.design

Salt Lake County Parks and Recreation Division
 2001 South State Street
 Salt Lake City, Utah 84190
 Owner's Contact Information:
 Dustin Wiberg
 Park Development
 Project Manager
 801.828.7865
 dwiberg@slco.org



LONE PEAK TRAILHEAD
 10120 SOUTH AND 700 EAST
 SANDY, UT 84070

REV	DATE	DESCRIPTION

DESIGNED BY: AJ
 DRAWN: AJ
 CHECKED: DH
 ISSUE DATE: 05.10.2022
 PROJ #: SLCTY0013_LP

Sheet Name:
LAYOUT & MATERIALS PLAN

Sheet Number:
LM101

Exhibit B - Lone Peak

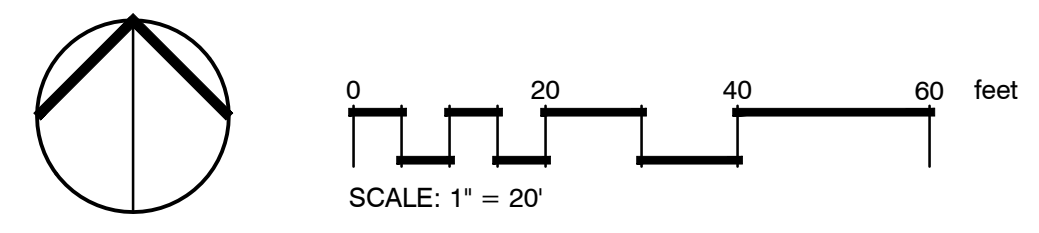


Exhibit B-3
Drawing of Lone Peak Park Improvements



Lone Peak Easement Area
(Blue Boundary)

Dimple Dell Easement Area
(Red Boundary)

REFERENCE NOTES SCHEDULE

SYMBOL	METAL GATE DESCRIPTION	QTY	DETAIL
G-301	RELOCATE FIRE ACCESS GATE & POSTS, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS.		
SYMBOL	ROCK DESCRIPTION	QTY	DETAIL
K-101	BOULDER, DECORATIVE GRAY 2'-3' - CONTRACTOR TO PICK AND TRANSPORT TO SITE FROM APPROX. 4.4 MILES AWAY @ NORTH OF DIMPLE DELL TRAILHEAD. UTILIZE EXISTING TWO (2) BOULDERS ONSITE.	33/LM201	
K-102	RETAINING BOULDER WALL (SEE C-101)	33 LF	4/LM201
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
LM-101	CROSSWALK STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-103	PARKING LOT STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-105	TRAILHEAD KIOSK BY OTHERS		
LM-106	ADA PARKING SIGN POST	1/LM201	
LM-107	ADA PARKING STALL STRIPING	2/LM201	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
P-104	CURB & GUTTER (SEE C-101)	882 LF	
P-105	CONCRETE WATER WAY (SEE C-101)	107 LF	
P-106	PEDESTRAIN ADA RAMP (SEE C-101)		
SYMBOL	SITE FURNISHINGS DESCRIPTION	QTY	DETAIL
S-101	RELOCATE "NO PARKING IN FRONT OF FIRE GATE NEED 24 HOUR ACCESS AT ALL TIMES" SIGN, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS		
S-102	RELOCATE "FIRE ACCESS GATE" SIGN, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS.		
S-103	PARKING WHEEL STOP, GREY CONCRETE, REUSE SALVAGED WHEEL STOP ONSITE		
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
	SHRUB AREA NATIVE & NATIVE ADAPTED PLANT MATERIAL W/ DRIP IRRIGATION	2,685 SF	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
	ASPHALT PAVING, PER CIVIL & GEOTECH REPORT	17,030 SF	
	CONCRETE SIDEWALK 4" NATURAL GRAY CONC. SUBGRADE PER GEOTECH	2,300 SF	

Exhibit B-3

REV	DATE	DESCRIPTION

DESIGNED BY: AJ
 DRAWN: AJ
 CHECKED: DH
 ISSUE DATE: 05.10.2022
 PROJ #: SLCTY0013_LP

Sheet Name:
LAYOUT & MATERIALS PLAN

Sheet Number:
LM101

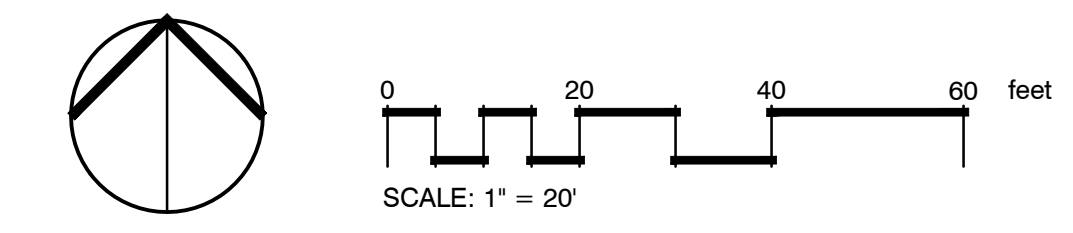
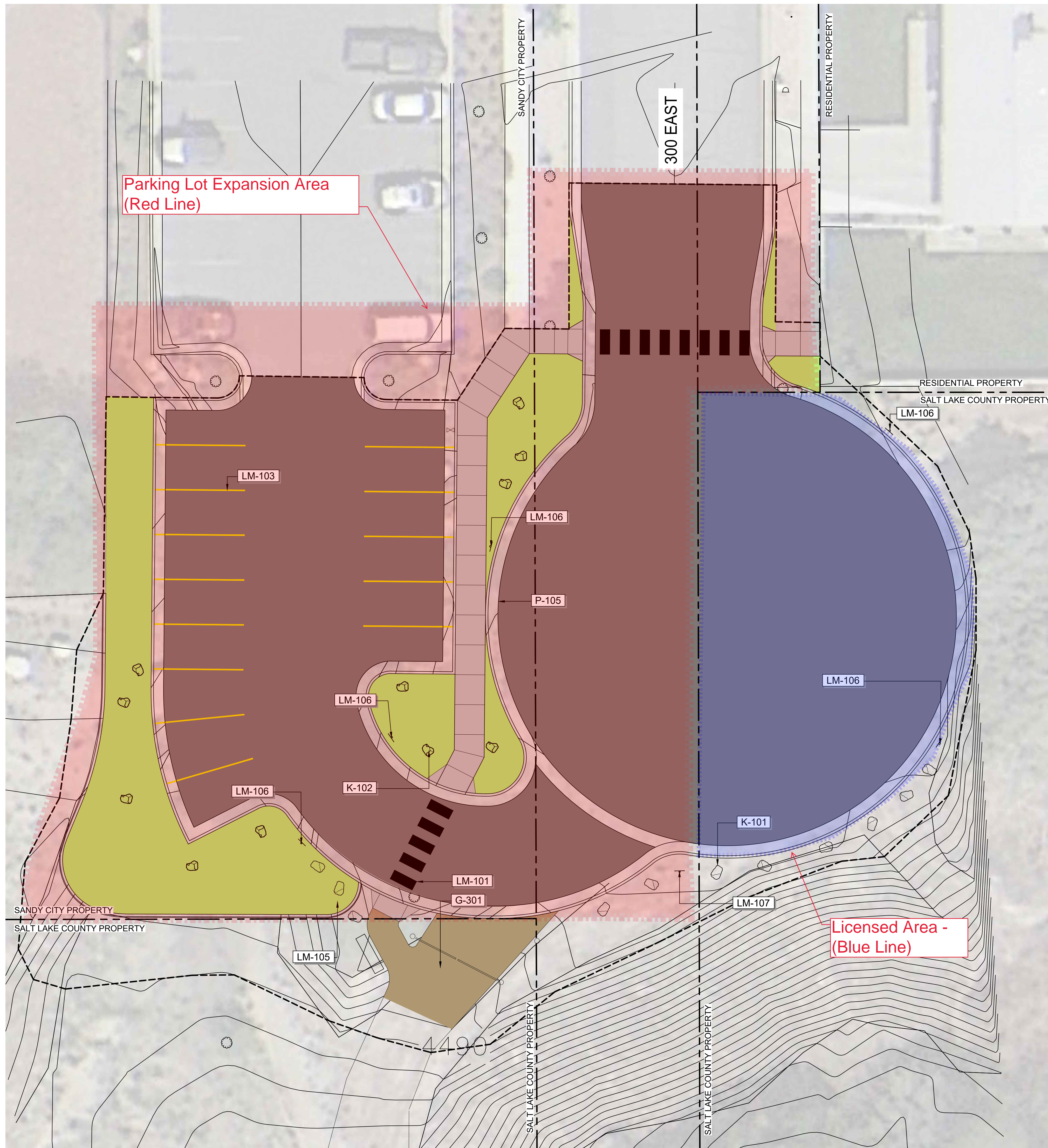


Exhibit C-1
Drawing of 300 East Improvements



REFERENCE NOTES SCHEDULE

SYMBOL	METAL GATE DESCRIPTION	QTY	DETAIL
G-301	RELOCATE ACCESS GATE AND POSTS, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS		
SYMBOL	ROCK DESCRIPTION	QTY	DETAIL
K-101	DECORATIVE BOULDER 3'-4' CONTRACTOR TO PURCHASE (VERIFY WITH SANDY CITY)	11	4/PP-201
K-102	RELOCATED BOULDER FROM EXISTING ONSITE	11	4/PP-201
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
LM-101	CROSSWALK STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-103	PARKING LOT STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-105	TRAILHEAD KIOSK PROVIDED & INSTALLED BY OTHERS		
LM-106	"NO PARKING" SIGNAGE, PER MUTCD STANDARDS AND SPECIFICATIONS	5	
LM-107	"DEAD END" SIGNAGE, PER MUTCD STANDARDS AND SPECIFICATIONS	1	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
P-105	CURB & GUTTER (SEE SHEET C101)	676 LF	
P-106	MOW CURB, 6" GRAY CONCRETE	126 LF	3/PP-201
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
	SHRUB & DECORATIVE ROCK AREA NATIVE & NATIVE ADAPTED PLANT MATERIAL W/ DRIP IRRIGATION	2,844 SF	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
	ASPHALT PAVING, PER CIVIL & GEOTECH REPORT	13,381 SF	
	BARK MULCH, 3" DEPTH, PROVIDED & INSTALLED BY OWNER	486 SF	
	CONCRETE SIDEWALK 4" NATURAL GRAY CONC. OVER SUBGRADE PER CIVIC & GEOTECH REPORT	750 SF	

Exhibit C-1 - 300 East

 Parking Lot Expansion Area

 Licensed Area

300 EAST TRAILHEAD
SOUTH OF DAVID CIRCLE AND 300 EAST
SANDY, UT 84070

REV	DATE	DESCRIPTION

DESIGNED BY: AJ
DRAWN: AJ
CHECKED: DH
ISSUE DATE: 05.10.2022
PROJ #: SLCTY0013_3E

Sheet Name:
LAYOUT & MATERIALS PLAN

Sheet Number:
LM101

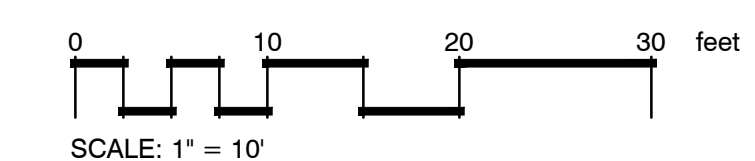
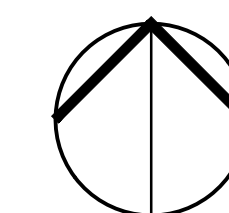


Exhibit C-2
300 East Turn Around Permit to Enter and Construct

PERMIT TO ENTER AND CONSTRUCT

Sandy City, Utah municipal corporation created under the laws of the State of Utah (the “Owner”), owns certain real property located at approximately 9980 South 300 East, Sandy, Utah, adjacent to Dimple Dell Park, more specifically identified as Parcel No. 28-07-328-001 (the “300 East Property”) and hereby authorizes Salt Lake County, a body corporate and politic of the State of Utah (the “County”) or its agent or independent contractor to enter upon a portion of the 300 East Property depicted on the map attached hereto as Exhibit A (the “Parking Lot Expansion Area”), for the purpose of constructing a parking lot, turn around, and trailhead access to Dimple Dell Park (the “Parking Lot Improvements”).

The permission to enter upon the property is conditioned on the understanding that any damage done to the 300 East Property or existing improvements thereon will be repaired or replaced by the County as may be requested by the Owner. Any additional permits or licenses required by the Owner for the uses mentioned will be procured and paid for by the County or its agent or contractor. The permission is also conditioned upon the County completing the Site Plan Review Procedure established by Sandy City code and/or ordinance.

The Owner and the County agree to attempt in good faith to negotiate an Interlocal Cooperation Agreement (the “Agreement”) wherein the County agrees to construct the Parking Lot Improvements on the 300 East Property. It is understood by both parties upon approval of the Agreement the County shall commence construction of the Parking Lot Improvements, with the anticipation that construction of the Parking Lot Improvements will be completed by November 30, 2023. Pursuant to the Agreement, the County will construct the Parking Lot Improvements at its own cost and expense. Upon completion of the Parking Lot Improvements, Owner shall take possession of and be responsible for all future maintenance and repair obligations for the Parking Lot Improvements. This Permit will expire within one year of its execution by the parties or upon completion of the Parking Lot Improvements, whichever occurs sooner. If the Parking Lot Improvements are not completed within one year, this Permit shall automatically extend beyond the original one-year term to allow the County to complete construction of the Parking Lot Improvements or until the Owner terminates this Permit by providing 30-days prior written notice to the County. Should this Permit expire or terminate as provided herein, then, at the request of the Owner, the County shall restore the 300 East Property, except where the Parking Lot Improvements are located, to its original condition, reasonable wear and tear excepted.

Because the County will be constructing the Parking Lot Improvements within the Parking Lot Expansion Area for the benefit of citizens of the Owner and the County, and because the parties anticipate entering into an Agreement for the Parking Lot Improvements to be constructed by the County for the benefit of Owner and the public, this permit is granted for no fee.

Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (2022), as amended (the “Act”). Consistent with the terms of the Act, and as provided therein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its own agents, officials or employees. Neither party waives any defenses otherwise available under the Act, nor does any party waive any limits of liability currently provided by the Act. Both parties maintain all

privileges, immunities, and other rights granted by the Act and all other applicable law. The parties agree to indemnify each other and to defend and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of its own officers, employees, agents, or contractors involved in the matters pertaining to this Permit. Subject to applicable statutes of limitations, the termination or expiration of this Permit does not terminate the Parties' rights and obligations under this paragraph.

Both parties to this Permit shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

IN WITNESS WHEREOF, the parties have executed this Permit or caused it to be executed by their duly authorized officers the day and year first hereinabove set forth.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

SANDY CITY

By: _____
Monica Zoltanski, Mayor

ATTEST:

Sandy City Recorder

Exhibit A
Legal Description and Map of the Parking Lot Expansion Area

Part of an entire tract of land within the right of way of 300 East Street and in Lot 12, Block 1, Sandy Five Acre Plat, recorded on May 19, 1892, as Entry No. 54216 and disclosed in that Warranty Deed recorded on July 15, 1946, as Entry No. 1048539 in the Office of the Salt Lake County Recorder. Said part of an entire tract is located in the Southwest Quarter of Section 7, Township 3 South, Range 1 East, of the Salt Lake Base and Meridian and is described as follows:

Beginning at the southeasterly corner of said Lot 12; thence S. 89°50'02" W. (Deed = West) 100.00 feet along the southerly line of said Lot 12; thence N. 00°09'58" W. 50.00 feet; thence N. 27°08'17" E. 21.80 feet; thence N. 00°09'58" W. 60.00 feet; thence N. 89°50'02" E. 90.00 feet to the westerly right of way line of said 300 East Street; thence N. 00°09'58" W. (Record = N. 00°11'59" W.) 25.00 feet along said westerly right of way line; thence N. 89°50'02" E. 58.00 feet to the easterly right of way line of said 300 East Street the westerly boundary of the Torry Pines No. 6 Subdivision, recorded as Entry No. 2495602 in the office of said Recorder; thence S. 00°09'58" E. (Record = S. 00°11'59" E.) 40.00 feet along said easterly right of way line and westerly boundary, to the southwesterly corner of said subdivision; thence S. 89°50'02" W. (Record = S. 89°56'34" W.) 25.00 feet along a westerly projection of the southerly boundary of said subdivision to intersect the North-South Quarter Section line of said Section 7; thence S. 00°09'58" E. 114.37 feet along said Quarter Section Line to intersect an easterly projection of the southerly line of said Lot 12; thence S. 89°50'02" W. 33.00 feet along said easterly projection, to the point of beginning.

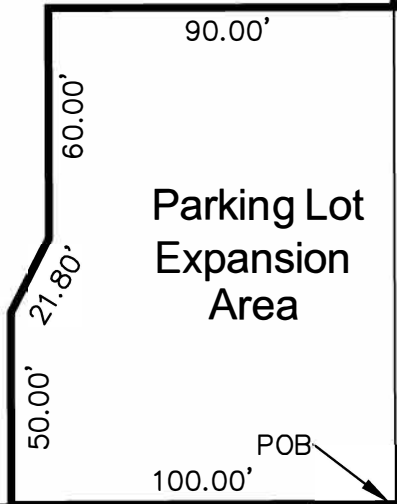
The above-described part of an entire tract of land contains 18,334 square feet in area or 0.421 acre, more or less.

BASIS OF BEARING: N. 0°09'58" W. along the Center of Section line between the South Quarter Corner and the Center of Section Corner of said Section 07, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

Lot 12

Sandy City
28-07-328-001

Sandy Five Acre Plat
Ent No. 54216



Parking Lot
Expansion
Area

Southeast Corner
Lot 12, Block 1

Salt Lake County
28-07-379-001

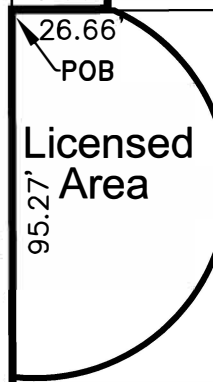
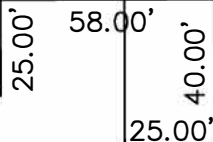
Lot 13



300 EAST ST

DAVID CIR

Torry Pines No. 6
Bk. MM Pg. 75



Licensed
Area

R=50.00'
L=141.98'

Quarter Section Line

Salt Lake County
28-07-451-001

Dimple Dell - 300 East

10042 South 300 East

Prepared for:

Salt Lake Co.- Parks & Rec.

Section 07, Township 3 South Range 1 East, S.L.B.&M.
Work Order No. W070822025

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State Suite N1-400
Salt Lake City, Utah 84114
(385) 468-8240

Prepared by:
SVK

Checked by:
KDS

Date:
12/06/2022

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of

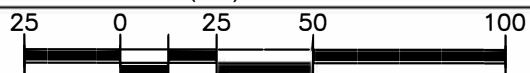


Exhibit C-3
300 East Turn Around License



LICENSE TO USE PROPERTY

THIS LICENSE AGREEMENT (“License”), is entered into on the Effective Date (defined below) between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, hereinafter “Licensor or “County” and SANDY CITY, a Utah municipal corporation, hereinafter called “Licensee”. Licensee and Licensor are herein referred to collectively as the “Parties.”

WITNESSETH:

1. Licensor hereby grants to Licensee a revocable license to access and use a portion of the property owned by Licensor located at approximately 10042 South 700 East, Sandy, Utah, also identified as Parcel No. 28-07-451-001 (the “Property”) for a turn around and related improvements at the termination of 300 East. The designated area is labeled the “Licensed Area” as shown on “Exhibit A,” attached hereto and made a part hereof. This License is granted for the purpose of allowing Licensee to access the Licensed Area over the Property and maintain and repair all portions of a paved turn around, associated sidewalk, and other related improvements constructed in the Licensed Area by Licensor (the “300 East Improvements”), which are depicted in the site plan attached as “Exhibit B.” The Parties acknowledge that the Licensed Area shall be used for no other purpose by Licensee without the prior written consent of Licensor.

2. As of the Effective Date, Licensee shall be solely responsible for maintaining the 300 East Improvements and shall repair or replace improvements thereon as necessary to maintain their function and use so long as this License remains in effect. Licensee shall conduct all maintenance and repair activities related to the 300 East Improvements within the Easement Area in a good and workmanlike manner during the term of this License in compliance with all laws, rules, and ordinances. The assumption of this obligation by Licensee constitutes adequate consideration for this License.

3. This License is effective upon the signature of the last party to sign, as indicated by the corresponding date next to the signature (the “Effective Date”) and, unless otherwise provided herein, shall continue for a period of ten (10) years or until Licensor conveys the Licensed Area in conformance with the Interlocal Agreement between the parties, whichever comes first. This License may also terminate on upon Licensee’s default of its obligations herein created or if this License is otherwise terminated as provided herein.

4. It is understood by both parties that Licensor may be obligated under a separate Interlocal Agreement between the parties to convey the Licensed Area to Licensee, as provided in said Interlocal Agreement. If Licensor does not convey the Licensed Area during the initial term of this License Agreement, then this License shall automatically continue beyond the original 10-year term until it is terminated as provided herein.

5. Licensee shall not use or occupy or permit the Licensed Area to be used or occupied in whole or in part in a manner which may violate the laws, orders, ordinances, rules, regulations, or requirements of any department of federal, state, county or city governments.

6. In the event any hazardous waste is discovered on the Property which is a result of any act by Licensee or Licensee's agents pursuant to this License, Licensee shall remove the hazardous or toxic waste at its own cost and expense in accordance with federal and state laws and regulations. Licensee shall maintain the Licensed Area in conformance with all applicable federal, state and local laws, rules and regulations, including but not limited to all environmental and public health related laws, rules and regulations. Licensee shall not store, use, manufacture or bring on or about the premises any toxic material, hazardous waste, hazardous substance regulated by any city, county, state or federal government authority as well as agricultural waste, solid waste, pollutants or sewage. Licensee agrees to promptly clean up and remove any such toxic material, hazardous waste, hazardous substance, agricultural waste, solid waste, pollutants or sewage so as not to create a hazard or nuisance on the premises. Licensee shall defend, indemnify, and hold Licensor harmless from and against all claims, actions, proceedings, costs, liabilities, attorney's fees and judgments arising out of or in conjunction with Licensee's breach of its obligation under this Agreement to remove, cleanup, or restore the Licensed Area. Licensee's obligation under this provision shall survive the termination or expiration of this License.

7. Unless otherwise provided herein, Licensor and Licensee shall only be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement.

8. Licensee 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 License 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.

9. Licensee acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Licensee 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 the County is prohibited from making campaign contributions to County candidates. Licensee further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this License. Licensee represents, by executing this License, that Licensee has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

10. Licensors shall have no obligation to Licensee to maintain the Licensed Area in any prescribed condition. Licensor does not warrant or represent that the property is safe, healthful, or suitable for the purposes for which it is permitted to be used under the terms of this License.

11. Except as otherwise set forth in the Interlocal Agreement between the parties, Licensor reserves the right to terminate this License if it is determined that the Licensed Area is needed for a County purpose or if the County enacts any ordinance, rule, regulation, or policy or takes any action specifically impacting Licensor's ability to continue to allow Licensee use of the Licensed Area. Licensor reserves the right to terminate this License for the above reasons by giving thirty (30) days advanced written notice of its intention to terminate said License.

12. Licensee agrees to quit and surrender possession of the Licensed Area to Licensor when this License is terminated. Upon termination of this License, and upon the request of Licensor, Licensee shall return the Licensed Area to Licensor reasonably free of weeds, trash and debris.

13. If breach of contract is alleged by either party against the other party, fifteen (15) days prior written notice of default shall be given to the other party before any legal action shall be taken.

14. This License may not be assigned without prior written consent of Licensor. Licensee shall not commit, or permit others to commit, waste on the Property or commit any other act that could disturb the quiet enjoyment of Licensor or of neighbors on reserved or adjacent property.

15. Licensee shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

16. No amendment to this License shall be effective unless made in writing and signed by the Parties.

17. No failure on the part of either Party to enforce any term hereof shall be deemed to constitute either a waiver of future enforcement of that term, an implied modification of this License, or a course of dealing between the Parties.

18. This License is not intended for the benefit for any third party or parties, and nothing herein shall be construed to confer a right of action upon any third party based upon this license.

19. Licensee does hereby acknowledge the fee simple interest of Licensor to the subject property and agrees never to assail, resist, or deny such title. Licensee agrees that it does not and shall not claim at any time any interest of any kind or extent whatsoever in the Property by virtue of this License or of its occupancy or use hereunder. Licensee shall exercise the privilege granted herein at Licensee's own risk.

IN WITNESS WHEREOF, the Parties hereto sign and cause this License to be executed.

LICENSOR
SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

Date: _____

Administrative Approval:

Signature: _____
Salt Lake County Real Estate Manager

Reviewed as to form and legality:

Signature: _____

LICENSEE
SANDY CITY

By: _____

Title: Monica Zoltanski, Mayor

Date: _____

Exhibit A
Licensed Area
Legal Description and Map

Part of an entire tract of land disclosed in Warranty Deed recorded on January 5, 1978 as Entry No. 3046675 in the office of the Salt Lake County Recorder. Said part of an entire tract is located in the Southeast Quarter of Section 7, Township 3 South, Range 1 East, of the Salt Lake Base and Meridian and is described as follows:

Beginning at a northwesterly corner of said entire tract, 1328.40 feet N. 00°09'58" W. (Deed = 1323.34 feet N. 00°13'07" W.) along the center of section line from the south Quarter Corner of said Section 7; said point of beginning is also the southwesterly corner of the Torry Pines No. 6 subdivision recorded on October 31, 1972 as Entry No. 2495602 in the office of said Recorder; thence N. 89°58'35" E. 26.66 feet along the southerly line of said Torry Pines No. 6 subdivision to a point of non-tangency with a 50.00-foot radius curve to the right; thence Southwesterly 141.98 feet along the arc of said curve (chord bears S. 15°28'39" W. 98.86 feet) with a central angle of 162°41'56"; to a westerly boundary line of said entire tract and said center of section line; thence N. 00°09'58" W. 95.27 feet along said westerly boundary line and center of section line, to the point of beginning.

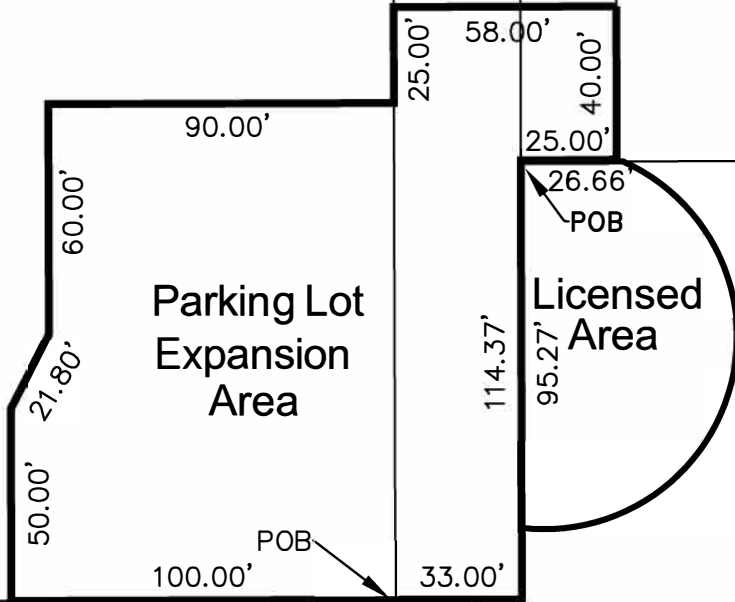
The above-described part of an entire tract contains 4,448 square feet in area or 0.102 acre, more or less.

BASIS OF BEARING: N. 0°09'58" W. along the Center of Section line between the South Quarter Corner and the Center of Section Corner of said Section 07, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

Lot 12

Sandy City
28-07-328-001

Sandy Five Acre Plat
Ent No. 54216



DAVID CIR

Torry Pines No. 6
Bk. MM Pg. 75

Salt Lake County
28-07-379-001

Lot 13

Salt Lake County
28-07-451-001



Dimple Dell - 300 East

10042 South 300 East

Prepared for:

Salt Lake Co.- Parks & Rec.

Section 07, Township 3 South Range 1 East, S.L.B.&M.

Work Order No. W070822025

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State Suite N1-400
Salt Lake City, Utah 84114
(385) 468-8240

Prepared by:
SVK

Checked by:
KDS

Date:
12/06/2022

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of

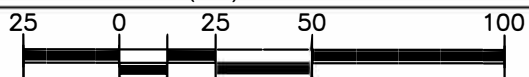
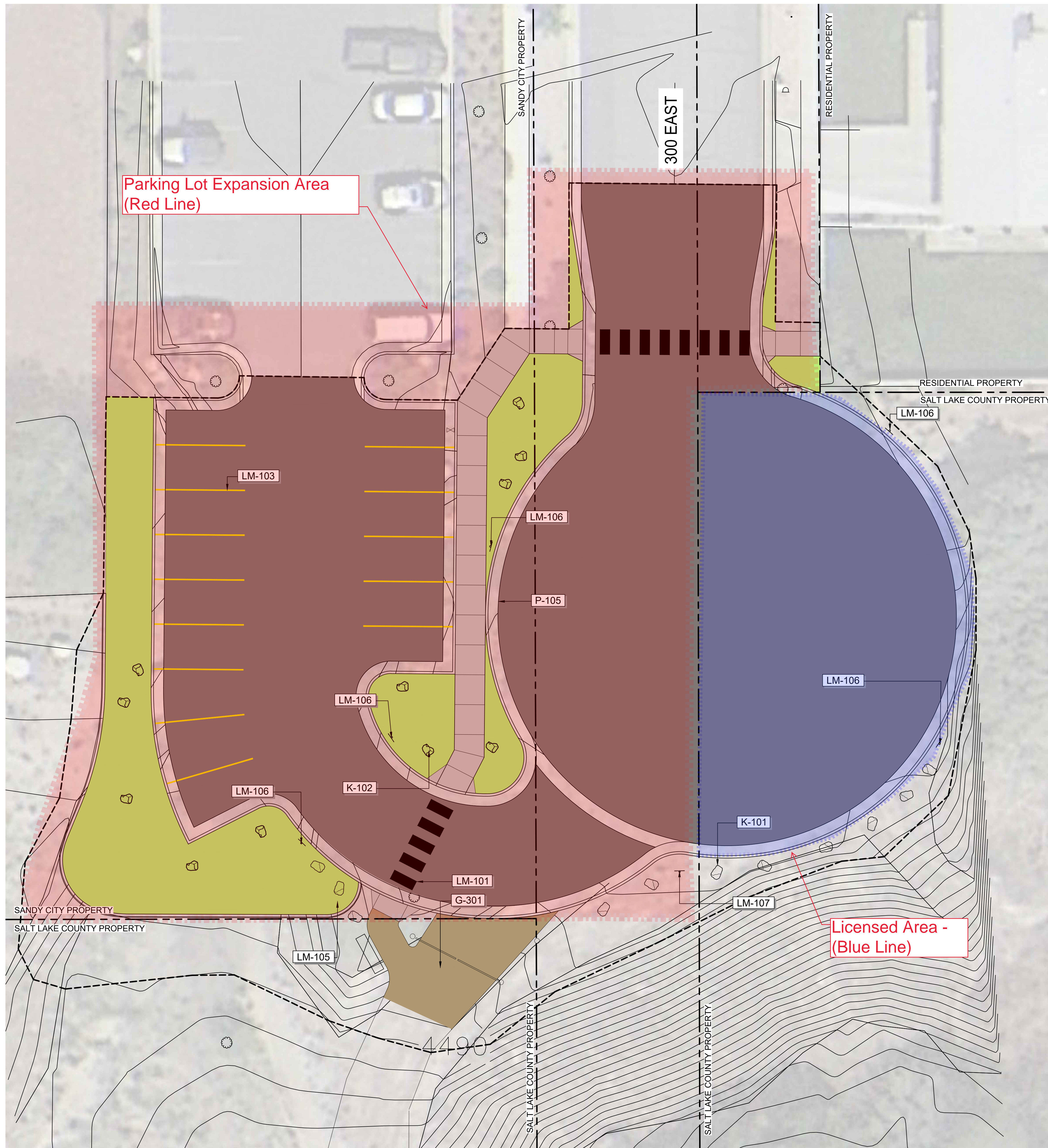


Exhibit B
300 East Improvements



REFERENCE NOTES SCHEDULE

SYMBOL	METAL GATE DESCRIPTION	QTY	DETAIL
G-301	RELOCATE ACCESS GATE AND POSTS, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS		
SYMBOL	ROCK DESCRIPTION	QTY	DETAIL
K-101	DECORATIVE BOULDER 3'-4' CONTRACTOR TO PURCHASE (VERIFY WITH SANDY CITY)	11	4/PP-201
K-102	RELOCATED BOULDER FROM EXISTING ONSITE	11	4/PP-201
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
LM-101	CROSSWALK STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-103	PARKING LOT STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-105	TRAILHEAD KIOSK PROVIDED & INSTALLED BY OTHERS		
LM-106	"NO PARKING" SIGNAGE, PER MUTCD STANDARDS AND SPECIFICATIONS	5	
LM-107	"DEAD END" SIGNAGE, PER MUTCD STANDARDS AND SPECIFICATIONS	1	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
P-105	CURB & GUTTER (SEE SHEET C101)	676 LF	
P-106	MOW CURB, 6" GRAY CONCRETE	126 LF	3/PP-201
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
	SHRUB & DECORATIVE ROCK AREA NATIVE & NATIVE ADAPTED PLANT MATERIAL W/ DRIP IRRIGATION	2,844 SF	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
	ASPHALT PAVING, PER CIVIL & GEOTECH REPORT	13,381 SF	
	BARK MULCH, 3" DEPTH, PROVIDED & INSTALLED BY OWNER	486 SF	
	CONCRETE SIDEWALK 4" NATURAL GRAY CONC. OVER SUBGRADE PER CIVIC & GEOTECH REPORT	750 SF	

Exhibit B - 300 East

Parking Lot Expansion Area

Licensed Area

300 EAST TRAILHEAD
 SOUTH OF DAVID CIRCLE AND 300 EAST
 SANDY, UT 84070

REV	DATE	DESCRIPTION

DESIGNED BY: AJ
 DRAWN: AJ
 CHECKED: DH
 ISSUE DATE: 05.10.2022
 PROJ #: SLCTY0013_3E
 Sheet Name:
LAYOUT & MATERIALS PLAN

Sheet Number:
LM101

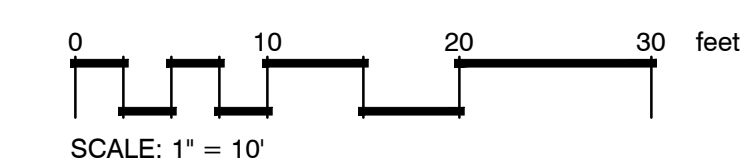
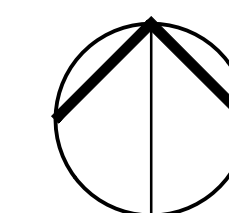


Exhibit C-4
Special Warranty Deed for Turn Around Property

When Recorded Mail This Deed To:

Sandy City Corporation

Attn: _____
2001 South State Street, S3-110
Salt Lake City, Utah 84119

Tax Parcel No.:

(Above Space for Recorder's Use Only)

SPECIAL WARRANTY DEED

SALT LAKE COUNTY, a body politic and corporate of the State of Utah, **"GRANTOR"**, hereby conveys and warrants against all who claim by, through, or under Grantor to **SANDY CITY**, a body corporate and politic of the State of Utah, **"GRANTEE"**, for the sum of TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration, the following tract of land in Salt Lake County, more particularly described in Exhibit "1" attached hereto and by this reference made a part hereof (the "Property"):

See Exhibit "1" attached

WITNESS the hand of said Grantor this ____ day of _____, 2023.

**GRANTOR:
SALT LAKE COUNTY**

By Exhibit Only, Do Not Sign
Mayor or Designee

By _____
Salt Lake County Clerk or Designee

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

On this _____ day of _____, 2023, personally appeared before me, _____, who duly acknowledged to me that he/she is the _____ of Salt Lake County, Office of Mayor, and that he/she signed the foregoing instrument on behalf of Salt Lake County, by authority of law.

Notary Public

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

On this _____ day of _____, 2023, personally appeared before me, _____, who duly acknowledged to me that he/she is the _____ Clerk of Salt Lake County, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of a resolution of the Salt Lake county Council.

EXHIBIT "1"
(To Special Warranty Deed)

This exhibit will be updated and attached after the 300 East Improvements are completed.