

COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-74

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATIVE EASEMENT AGREEMENT WITH SALT LAKE COUNTY FOR THE BIG COTTONWOOD TRAIL

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Salt Lake County (the “*County*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, UTAH CODE ANN. § 11-13-202(14) provides that any public agency may convey property to or acquire property from any other public agency for such consideration as may be agreed upon; and

WHEREAS, as explained in detail in the urban trails element of its general plan, the City desires to establish a public trail currently named the “Big Cottonwood Trail” (the “*Trail*”) from the City’s boundary near the “Knudsen Corner” intersection of I-215 and Holladay Blvd. to the Bonneville Shoreline Trail in Big Cottonwood Canyon; and

WHEREAS, a segment (the “*Segment*”) of the proposed Trail crosses real property (the “*Property*”) owned by the County; and

WHEREAS, the City desires to obtain from the County, and the County desires to grant to the City, a public easement across the Property for Trail purposes; and

WHEREAS, consequently, the County and the City jointly desire to enter into an interlocal cooperative agreement (the “*Agreement*”) whereunder the County will grant to the City a public easement across the Property for the purposes, and on the terms and conditions, specified in the Agreement; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 25 November 2014 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement with the County be, and hereby is, approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2014-74, shall take effect immediately upon passage.

PASSED AND APPROVED this 25th day of November 2014.

COTTONWOOD HEIGHTS CITY COUNCIL



ATTEST:

Kory Solorio
Kory Solorio, Recorder

By Kellymore
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 25th day of November 2014.

RECORDED this 26 day of November 2014.

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made on _____ 2014 by SALT LAKE COUNTY, a body corporate and politic of the state of Utah ("*County*"), and COTTONWOOD HEIGHTS, a Utah municipal corporation ("*City*").

RECITALS:

A. County and City are public agencies for purposes of the Interlocal Cooperation Act (UTAH CODE ANN. §11-13-101, *et seq.*) (the "*Interlocal Act*").

B. UTAH CODE ANN. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

C. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agency for consideration as may be agreed upon.

D. City is in the process of completing and formalizing the establishment of a public trail named the "Big Cottonwood Trail" (the "*Trail*") from the terminus of the "Holladay Trail" at the City's boundary near the "Knudsen Corner" intersection of I-215 and Holladay Blvd., to the Bonneville Shoreline Trail in Big Cottonwood Canyon, all as shown on exhibit "A" annexed hereto. Partial funding for establishment, construction and maintenance of the Trail has occurred, or may occur, in conjunction with, or through, County's "Zoo, Arts and Parks" ("*ZAP*") program. The state of Utah also has appropriated, or may appropriate, funds to be used for Trail purposes, and in 2010 the Utah Department of Transportation approved funding a segment of the Trail (all funding through the state of Utah is referred to herein as "*State Funds*").

E. County owns approximately 10.87 acres of real property (the "*Property*") located at approximately 6660 South Big Cottonwood Canyon Road, Cottonwood Heights, Utah. A water/debris detention basin (the "*Basin*"), equipped with an earthen dam ("*Dam*") and a spillway ("*Spillway*"), is located on the Property and is an integral part of County's flood control infrastructure.

F. A segment (the "*Segment*") of the Trail crosses the Property. Consequently, City desires to formally obtain from County an easement across the Property for the Segment, as specified on exhibit "B" annexed hereto.

G. County desires to cooperate with establishment and formalization of the Trail, and therefore is willing to grant an express easement across the Property as provided in this Agreement.

A G R E E M E N T:

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

Section 1. **Grant of Easement.** County hereby agrees to grant and convey to City the non-exclusive public right-of-way and easement (the "*Easement*") over and across the Property as provided in the Easement Agreement attached hereto as exhibit "C."

Section 2. **Consideration.** City agrees, without cost to the County, to design and construct, and maintain the Trail Segment. The County and the City agree that in consideration of the mutual benefit afforded the citizens of the City and the County from the grant of the Easement and in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the County will grant the Easement to the City without fee.

Section 3. **Duration.** This Agreement shall take effect upon execution and terminate upon the performance by the parties of all the obligations described herein. The parties intend that the grant of the Easement as described in Exhibit C shall be accomplished promptly. 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 4. **Additional Interlocal Act Issues.**

(a) **No Separate Entity.** This Agreement does not create a separate legal/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 County's mayor or designee and City's manager or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.

(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) **Termination.** This Agreement may be partially or completely terminated only through a writing, signed by both parties, effecting such termination.

(e) **Approval by Attorneys.** This Agreement shall be submitted to the authorized attorneys for City and County for approval in accordance with UTAH CODE ANN. 11-13-202.5.

Section 5. **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 of this Agreement.

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

(j) Attorneys' Fees. If any action or proceeding is brought by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy proceeding.

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

IN WITNESS WHEREOF, County by resolution of the Salt Lake County Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and the Salt Lake County Clerk, and City by resolution duly adopted by its city council, a certified copy of

which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved As To Form and Legality:

R. Christopher Preston
R. Christopher Preston, Deputy District Attorney
Date: Nov. 14, 2014

COTTONWOOD HEIGHTS, a Utah municipality

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

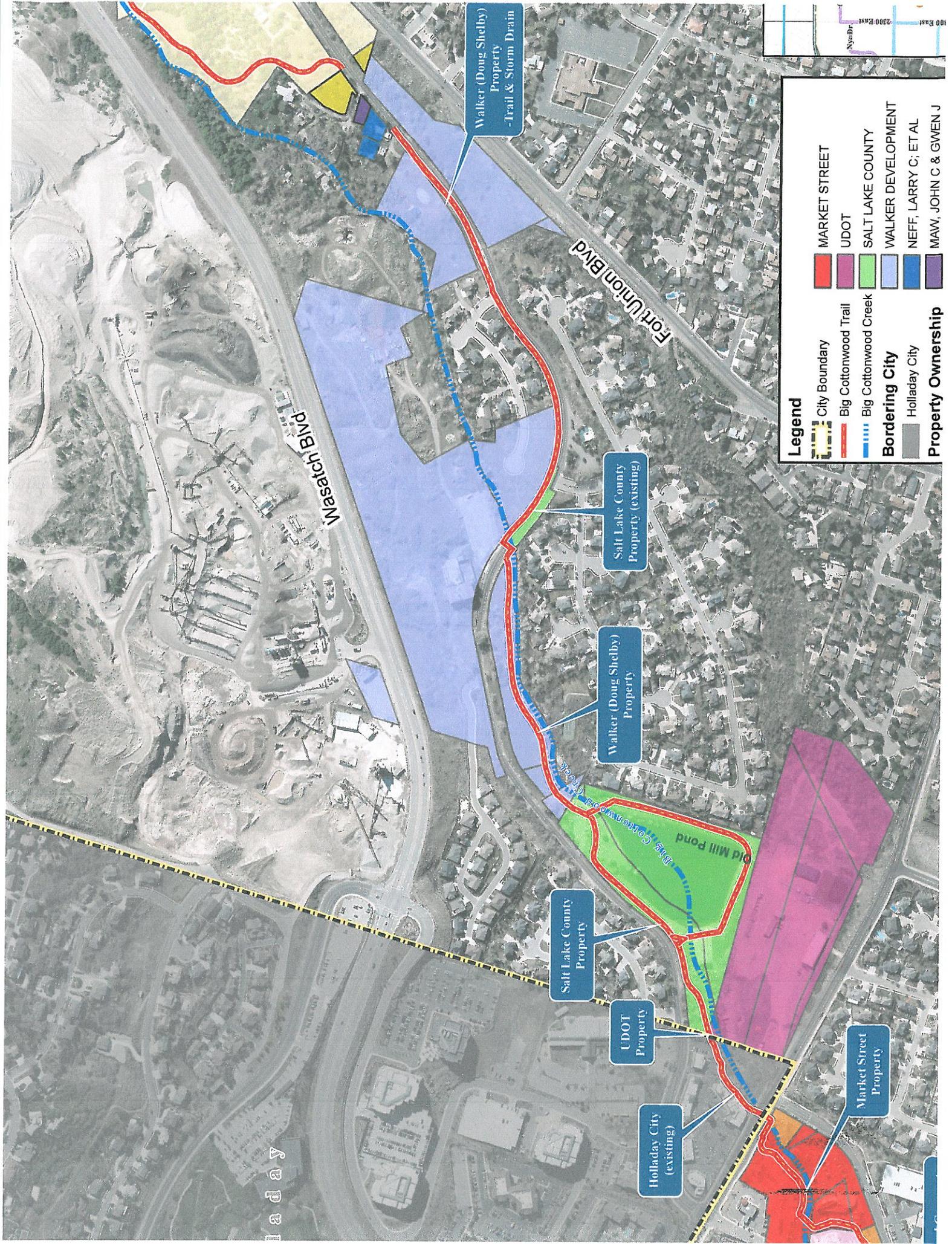
Kory Solorio, City Recorder

Approved As To Form and Legality:

Wm. Shane Topham, City Attorney
Date: _____, 2014

Exhibit "A"
to Interlocal Cooperation Agreement

(Attach Map of Trail)



Legend

	City Boundary		MARKET STREET
	Big Cottonwood Trail		UDOT
	Big Cottonwood Creek		SALT LAKE COUNTY
	Bordering City		WALKER DEVELOPMENT
	Holladay City		NEFF, LARRY C; ET AL
	Property Ownership		MAW, JOHN C & GWEN J

Walker (Doug Shelby)
Property
-Trail & Storm Drain

Salt Lake County
Property (existing)

Walker (Doug Shelby)
Property

Salt Lake County
Property

UDOT
Property

Holladay City
(existing)

Market Street
Property

Holladay

Washach Blvd

Fort Union Blvd

Old Mill Pond

Big Cottonwood Creek

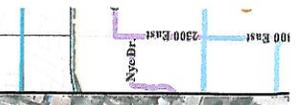


Exhibit "B"
to Interlocal Cooperation Agreement

(Attach Map of Trail Segment)

Exhibit "C"
to Interlocal Cooperation Agreement

(Easement Agreement)

When Recorded, Mail To:

Cottonwood Heights
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

Affects a Portion of Tax Serial No. 22-23-401-001

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2014 (the "Effective Date"), by and between and SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Grantor"), and COTTONWOOD HEIGHTS, a Utah municipal corporation (the "City"). Grantor and the City are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

RECITALS

A. Grantor owns approximately 10.87 acres of real property (the "Property") that is located at approximately 6660 South Big Cottonwood Canyon Road, Cottonwood Heights, Utah and is described on Exhibit "A" attached hereto and incorporated herein by this reference. A water/debris detention basin (the "Basin"), equipped with an earthen dam ("Dam") and a spillway ("Spillway"), is located on the Property and is an integral part of Grantor's flood control infrastructure.

B. The City is in the process of completing and formalizing the establishment of a public trail named the "Big Cottonwood Trail" (the "Trail") from the terminus of the "Holladay Trail" at the City's boundary near the "Knudsen Corner" intersection of I-215 and Holladay Blvd., to the Bonneville Shoreline Trail in Big Cottonwood Canyon. Partial funding for establishment, construction and maintenance of the Trail has occurred, or may occur, in conjunction with, or through, Grantor's "Zoo, Arts and Parks" ("ZAP") program. The state of Utah also has appropriated, or may appropriate, funds to be used for Trail purposes, and in 2010 the Utah Department of Transportation approved funding a segment of the Trail (all funding through the state of Utah is referred to herein as "State Funds").

C. The City desires to obtain a non-exclusive perpetual public right-of-way and easement on, over, and across a portion of the Property (the "Easement Area") to allow the City to construct, reconstruct, install, maintain, use, operate, inspect, and repair thereon a segment of the Trail and appurtenant parts thereof (the "Trail Segment"). The legal description of the Easement Area constituting the Trail Segment is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference. The Trail Segment is depicted on the map attached hereto as Exhibit "C" and incorporated herein by this reference.

D. Grantor is willing to grant and convey a perpetual easement to the City for the purposes, and on the terms and conditions, specified in this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth therein, the Parties agree as follows:

1. **Easement.** Grantor hereby grants and conveys to the City a perpetual easement on, over, and across the Easement Area for the purpose of allowing the City to construct, re-construct, install, maintain, use, operate, inspect, and repair the Trail Segment and associated improvements (the "Improvements"), for the benefit of the public. All citizens of Salt Lake County shall have the right to use and enjoy the Trail Segment on the same basis, with no preference given to the City's residents over non-City residents. Any rights of ingress and egress over and across adjacent and contiguous property owned by Grantor that are not covered by other easements must be obtained in writing from the Salt Lake County Flood Control Division.

2. **Public Use of Easement.** The City shall have the right to permit the public to pass and re-pass over the Easement Area on foot and on non-motorized bicycles. Grantor-authorized and City-authorized motorized construction and maintenance vehicles shall be permitted on the Easement. Motorized wheelchairs or similar single-occupant, low-speed transportation devices for mobility-impaired persons shall be permitted as required by applicable law. Other motorized vehicles (such as snowmobiles, motorized dirt bikes, motorcycles and all-terrain vehicles) shall be prohibited on the Easement Area. Leashed dogs and other domestic animals may be allowed to accompany their owners on the Trail Segment in accordance with applicable animal control laws and ordinances.

3. **Installation of Improvements.** The Improvements shall be limited to an appropriate surface for the Trail Segment (such as gravel or asphalt, as shown on Exhibit "C"); subject to Section 6 below, low-maintenance "canyon" landscaping consistent in appearance with the current surroundings (which may include, for example, ornamental grasses and rock); a bridge; a 4' split rail (wood) fence (or comparable); unobtrusive, Trail-related signage; and any appropriate electrical system and unobtrusive lighting. Other limitations on the Improvements are specified in Section 4 below.

4. **Construction of Improvements.** The City, or others acting on its behalf, has constructed, or shall construct, the Improvements at its cost, and has ensured, or shall ensure, that all related work is performed in a professional and workmanlike manner, and that the balance of the Property, if disturbed by the City or its agents during construction, is returned to similar condition as prior to such disturbance.

5. **Maintenance.** The City shall be solely responsible for maintaining or causing to be maintained, at its sole cost, the Trail Segment and its other Improvements in good, attractive condition and repair. The City shall promptly repair any damages to the Property and Grantor's Infrastructure, as defined below, located thereon caused by the City and/or the City's agents, and shall restore the Property and the Infrastructure to the same or better condition as they existed prior to any entry onto or work performed on the Easement Area by the City.

6. **Protection of Infrastructure.** As noted above, the Basin, Dam, Spillway and related improvements (collectively, the "Infrastructure") on the Property are integral components of Grantor's flood control system. The parties intend that the existence and use of the Easement Area on the Property shall not in any way interfere with Grantor's use of the Infrastructure or the utility of the Property and the Infrastructure for Grantor's flood control purposes. The City's use of the Easement Area shall at all times preserve the structural integrity and utility of the Infrastructure, and the City shall not adversely impact the Infrastructure in any way through use of the Easement Area. Without in any way limiting the generality of the foregoing statements, the City will not plant or irrigate trees, shrubs or other vegetation on the Easement Area without prior express written consent of the Salt Lake County Flood Control Division; fertilizers and/or herbicides shall not be used on the Easement Area; and the City shall regularly patrol the Trail Segment and remove from the Property any litter along the Trail Segment. Grantor shall strive to prevent damage to the Trail Segment or the Improvements thereon as it controls flooding and maintains the retention pond and its related improvements on the Property. However, if in the course of controlling flooding and regularly maintaining the retention pond, the Trail Segment or the Improvements sustains damage, the City shall hold Grantor harmless and shall be responsible at its sole cost to repair any such damage.

7. **No Other Use.**

(a) **Trail Purpose.** Except as provided in subsection 7(b), below, the Easement granted hereunder is for Trail purposes only as specified above, and the City disclaims any right to use the Easement, or any other portion of the Property, for any other purpose(s).

(b) **Access to Other Easements.** The Easement Area also may be used to access any other express easement from Grantor to the City affecting the Property.

8. **Reservation of Rights.** Grantor reserves and retains for itself and its successors, assigns and designees (a) the right to reasonably cross the Easement Area; and (b) the right to reasonably use the Easement Area for any and all purposes which do not materially interfere with the City's use of the Easement Area as provided herein.

9. **Covenants Run with Land.** This Agreement and the Easement granted hereunder shall (a) create an equitable servitude on the Property in favor of the City; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) inure to the benefit of and be binding upon Grantor and the City, their respective successors and their assigns.

10. **Assignment.** Upon prior written notice to Grantor, the City may assign its rights and/or delegate its duties under this Agreement to other governmental entities if required as a condition to use of ZAP funds, State Funds or other future grants, as applicable, for Trail purposes. No such assignment/delegation shall relieve the City of the responsibility to ultimately assure full and timely performance of the City's obligations hereunder.

11. **Prior Easements.** The Easement is granted subject to all easements and encumbrances of record as of the date hereof.

12. **Condition of the Easement Area.** The City accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. The City hereby waives all warranties, express or implied, regarding the title, condition, and use of the Easement Area, including but not limited to any warranty of merchantability or fitness for a particular purpose.

13. **Indemnity.** The City and Grantor are governmental entities under the Utah Governmental Immunity Act (UTAH CODE ANN. 63G-7-101, *et seq.*) (the "Immunity Act"). Consistent with the Immunity Act, each party shall be responsible and liable for its own wrongful or negligent acts which are committed by it or by its own officials (whether elected or appointed), employees or contractors. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by the Immunity Act.

14. **Integration.** This agreement embodies the entire understanding of the Parties concerning the use of the Easement Area, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the Easement Area.

15. **Miscellaneous.**

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

(b) **Successors.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns.

(c) **Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he or she signs to execute and deliver this Agreement and that as result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

(d) **Attorneys' Fees.** If any action or proceeding is brought by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy proceeding.

(e) **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, postage prepaid and certified and addressed to the parties at their respective addresses.

IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date.

[Signature Pages Follow]

GRANTOR:

SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
County Clerk or Designee

STATE OF UTAH)
 :SS
County of Salt Lake)

On this ___ day of _____, 2014, 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 _____, 2014, personally appeared before me _____, who being by me duly sworn, did say and acknowledge that s(he) is the _____ of Salt Lake County, and that the foregoing instrument 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, Utah

Approved As To Form and Legality:

R. Christopher Preston
R. Christopher Preston, Deputy District Attorney
Date: Nov. 14, 2014

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, City Recorder

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

The foregoing instrument was acknowledged before me on _____ 2014 by Kelvyn H. Cullimore, Jr. and Kory Solorio as the mayor and the recorder, respectively, of COTTONWOOD HEIGHTS, a municipality and political subdivision of the State of Utah.

Notary Public

Approved As To Form and Legality:

Wm. Shane Topham, City Attorney
Date: _____, 2014

VTDI 22-23-401-001-000	DIST AAH	TOTAL ACRES	10.87
SALT LAKE COUNTY	TAX CLASS	REAL ESTATE	1307700
	OE	BUILDINGS	0
% REAL ESTATE DEPT # S3200		TOTAL VALUE	0

PO BOX 144575 NO: 841144575 EDIT 1 FACTOR BYPASS
 SALT LAKE CITY UT
 LOC: 6680 S BIG COTTONWOODCYN EDIT 0 BOOK 04138 PAGE 0127 DATE 00/00/0000
 SUB: SEC 23 TWNSHP 2S RNG 1E TYPE SECT PLAT

11/14/2014 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 COM AT CEN SEC 23, T 2S, R 1E, S L M; S 0-54'10" W 900 FT; E
 831 FT; N 13-27' E 245 FT; N 55-25'26" W 140.42 FT; N 59-56'
 W 244.93 FT; N 68-43' W 224.68 FT; N 46-41' W 149.95 FT; N
 24-16' W 305.34 FT; W 102.93 FT TO BEG. 10.87 AC. EXCEPT
 THAT PORTION LYING WITHIN HOLLADAY-COTTONWOOD ROAD

EXHIBIT "A" - GRANTOR'S PROPERTY

EXHIBIT B

PUBLIC TRAIL EASEMENT

SALT LAKE COUNTY
PARCEL # 22-23-401-001

TWO 20 FOOT WIDE PUBLIC TRAIL EASEMENTS BEING PART OF AN ENTIRE TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID ENTIRE TRACT WAS CONVEYED TO SALT LAKE COUNTY BY THAT WARRANTY DEED RECORDED AS ENTRY 2795530 IN BOOK 4138, AT PAGE 127, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID 20-FOOT WIDE PUBLIC TRAIL EASEMENTS ARE STRIPS OF LAND HAVING 10.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

EASEMENT NO. 1

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF AN EXISTING TRAIL WITH THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS LOCATED 58.00 FEET, MORE OR LESS, S. 0°50'10" W. ALONG THE WEST LINE OF THE SOUTHEAST QUARTER FROM THE CENTER SECTION CORNER OF SAID SECTION 23, SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT 1132.41 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 66.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°22'23" (CHORD S29°04'34" E 66.65 FEET); THENCE SOUTH 27°23'17" EAST 23.41 FEET TO THE POINT OF TANGENCY WITH A 100.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 58.19 FEET THROUGH A CENTRAL ANGLE OF 33°20'21" (CHORD S 44°03'27" E 57.37 FEET); THENCE SOUTH 60°43'38" EAST 3.24 FEET TO THE POINT OF TANGENCY WITH A 150.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 90.85 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°42'04" (CHORD S 43°22'35" E 89.47 FEET); THENCE SOUTH 26°01'33" EAST 33.73 FEET TO THE POINT OF TANGENCY WITH A 200.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 71.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°31'24" (CHORD S 36°17'15" E 71.26 FEET); THENCE SOUTH 46°33'14" EAST 55.54 FEET TO THE POINT OF TANGENCY WITH A 300.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 101.91 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°27'49" (CHORD BEARS S 56°17'09" E 101.42 FEET); THENCE SOUTH 66°01'03" EAST 288.21 FEET TO THE POINT OF TANGENCY WITH A 300.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 48.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°18'11" (CHORD BEARS S 61°21'58" E 48.66 FEET); THENCE SOUTH 56°42'52" EAST 34.55 FEET TO THE POINT OF TANGENCY WITH A 55.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 51.24 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°22'47" (CHORD BEARS S 30°01'29" E 49.41) THENCE SOUTH 03°20'06" EAST 15.76 FEET TO A POINT OF CURVATURE WITH A 200.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 86°39'54" EAST); THENCE SOUTHERLY 94.91 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°11'21" (CHORD BEARS S 16°55'46" E 94.02 FEET); THENCE SOUTH 30°31'27" EAST 23.52 FEET TO THE POINT OF TANGENCY WITH A 45 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 43.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°51'58" (CHORD BEARS S 57°57'26" E 41.46 FEET); THENCE SOUTH 85°23'25" EAST 21.40 FEET TO THE POINT OF TANGENCY WITH A 200.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 57.41 FEET ALONG THE

ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 16°26'45" (CHORD BEARS S 77°10'03" E 57.21 FEET);
THENCE SOUTH 68°56'40" EAST 4.77 FEET, MORE OR LESS, TO THE POINT OF TERMINUS.

EASEMENT NO. 2

BEGINNING AT A POINT ON THE CENTERLINE OF AN EXISTING TRAIL LOCATED 386.33 FEET, MORE OR LESS, SOUTH 0°50'10" WEST ALONG THE WEST LINE OF THE SOUTH EAST QUARTER OF SECTION 23 AND 267.09 FEET EAST FROM THE CENTER SECTION CORNER OF SECTION 23, OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 38°57'33" WEST 4.57 FEET TO A POINT ON THE ARC OF A 97.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 86.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°53'55", BEARING TO CENTER SOUTH 24°58'55" WEST, (CHORD S 89°31'57" W 83.36 FEET); THENCE SOUTH 64°05'05" WEST 97.97 FEET TO THE POINT OF TANGENCY WITH A 90.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 94.96 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°27'17" (CHORD S 33°51'27" W 90.62 FEET); THENCE SOUTH 03°37'48" WEST 262.62 FEET TO THE POINT OF TANGENCY WITH A 99.25 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 161.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°06'28" BEARING TO CENTER SOUTH 86°22'12" EAST (CHORD S 42°55'26" E 144.11 FEET); THENCE SOUTH 89°28'40" EAST 535.32 FEET TO THE POINT OF TANGENCY WITH A 50 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 56.67 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°56'32" (CHORD BEARS N 58°03'05" E 53.69 FEET); THENCE NORTH 25°34'49" EAST 93.74 FEET TO POINT OF TERMINUS.

