COTTONWOOD HEIGHTS

RESOLUTION NO. 2011-41

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATIVE EASEMENT AGREEMENT WITH MURRAY CITY 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, Murray City Corporation ("*Murray*") 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 Murray; and

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

WHEREAS, consequently, Murray and the City jointly desire to enter into an interlocal cooperative agreement (the "*Agreement*") whereunder Murray 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 11 October 2011 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 Murray 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. 2011-41, shall take effect immediately upon passage.

PASSED AND APPROVED this 11th day of October 2011.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

COTTONWOOD HEIGHTS, UTAH
CORPORATE SEAL

ATTEST:

_____
Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ✓	Nay ___
Gordon M. Thomas	Yea ✓	Nay ___
J. Scott Bracken	Yea ✓	Nay ___
Michael J. Peterson	Yea ✓	Nay ___
Tee W. Tyler	Yea ✓	Nay ___

DEPOSITED in the office of the City Recorder this 11th day of October 2011.

RECORDED this 12 day of October 2011.

567817.1

After recording return to:

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

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made effective this ____ day of October, 2011, by and between MURRAY CITY CORPORATION, a Utah municipal corporation ("Murray") and COTTONWOOD HEIGHTS, a Utah municipal corporation ("Cottonwood Heights").

RECITALS

A. UTAH CODE ANN. Section 11-13-202 and other provisions of the Interlocal Cooperation Act (see UTAH CODE ANN. 11-13-101 *et seq.*) ("Act") provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

B. Section 11-13-214 of the Act provides that a public agency may convey property to another public agency for consideration as may be agreed upon.

C. Murray and Cottonwood Heights are public agencies for purposes of the Act.

D. Murray is the owner of real property located in the Northwest Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah (the "Property").

E. Cottonwood Heights wants to establish a trail for public use from the Cottonwood Heights boundary near the Knudsen Corner of Interstate 215 and Holladay Boulevard to the Bonneville Shoreline Trail in Big Cottonwood Canyon ("Concept Trail"). The Concept Trail is explained more fully in the urban trails element of Cottonwood Heights' General Plan.

F. As part of the Concept Trail, Cottonwood Heights has planned for, and wants, a segment of the Concept Trail to go over, through and across the Property and has requested that Murray donate to Cottonwood Heights an easement over and across the Property to establish this segment as shown on the plan attached as Exhibit "A" (the "Segment Trail").

G. Murray is willing to cooperate with Cottonwood Heights by donating an easement across a portion of the Property to establish a public, non-motorized trail that will be one segment of the planned Concept Trail. Murray's cooperation does not obligate it to donate, sell or grant an easement to any further interests in its Property to Cottonwood Heights for the establishment or enhancement of its Concept Trail.

H. The donated easement that is called the "Segment Trail" herein is the subject of this Agreement and is more particularly described in Exhibit "A". The Segment Trail is twenty feet (20') wide and is located on the Property as shown on a depiction as Exhibit "A".

I. A trail for use by the general public may be established in the Segment Trail.

J. The parties desire to memorialize their agreement by entering into this Interlocal Cooperation Agreement for the purposes, and on the terms and conditions, specified in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. **Grant of Easement for Segment Trail Facilities**. Murray hereby grants and conveys to Cottonwood Heights a non-exclusive easement, twenty feet (20') in width, over and across the Property as shown on the plan on Exhibit "A" and as described in Exhibit "B." The easement is granted for the purpose of allowing Cottonwood Heights to create the Segment Trail identified below; to enter the Segment Trail at any time to construct, install, maintain and repair any one or more of the items ("Segment Trail Facilities") described in paragraph (a) of this Section; and, subject to the prior written consent of Murray, those described in paragraph (b) of this Section. Murray conveys no other property interest except as provided herein.

(a) **Segment Trail Facilities.** Cottonwood Heights shall construct and maintain the Segment Trail Facilities at its cost and shall ensure that all work is performed in a professional manner, and that any of the Property that is disturbed by Cottonwood Heights or its agents during construction is returned to a condition substantially equivalent to its condition immediately preceding entry by Cottonwood Heights or its agents. Segment Trail Facilities shall:

(i) Not exceed twenty feet (20') in width, including an appropriate surface (asphalt or gravel).

(ii) Have fencing to control access.

(iii) Consist of low-maintenance "canyon" landscaping consistent with the current surroundings (which may include, for example, ornamental grasses and rock).

(b) **Construction of Segment Trail Facilities Requiring Prior Written Consent of Murray.** Construction of the following Segment Trail Facilities shall require prior approval and written consent of Murray:

(i) Any electrical system.

(ii) Any irrigation/water system, which may only be connected to the Salt Lake City water system.

(iii) Any lighting, which must be unobtrusive.

(iv) Benches.

(v) Wastebaskets.

(vi) Signage.

(c) **Exercise of Rights.** Creation of the Segment Trail and other construction, installation, maintenance and repair of the Segment Trail Facilities may include installation of signage; mowing, cutting or removal of soil or vegetation; application of the means to create the trail surface. Rocks may not be removed. These activities may include vehicular use. Further activities that may include vehicular use include access across the Segment Trail by Salt Lake County for flood control measures and by Murray to access its property on both sides of the Segment Trail.

Section 2. **Grant of Easement for Public Access**. Murray hereby grants and conveys to Cottonwood Heights the right to make available to the public a non-exclusive easement over the Segment Trail and the right to use the Segment Trail Facilities for the following purposes ("Permitted Uses"):

(a) Walking, hiking, jogging, bicycling, and similar purposes;

(b) Power-driven mobility devices (motorized or battery propelled wheelchairs) for use by persons who have mobility impairments; and

(c) Emergency vehicles in the case of emergency within the Segment Trail.

Section 3. **Maintenance**. Cottonwood Heights shall be solely responsible for maintaining, at its sole cost, the Segment Trail Facilities in good, attractive condition and repair. Annually, if requested by Murray in writing, Cottonwood Heights promptly shall prepare and provide to Murray a written report concerning its stewardship of the Segment Trail, including all maintenance performed, actions taken to protect the Segment Trail and Murray's surrounding property from harm, and such other information as Murray reasonably may request from time to time.

Section 4. **Protection of Watershed**. The Property is a watershed area. The springs, wells and water sources on the Property provide approximately twenty percent (20%) of Murray's total annual water usage. Consequently, protection of the watershed from pollution and mischief from Concept Trail users is of paramount importance to both parties. Cottonwood Heights shall undertake the following measures with respect to the construction and use of the Concept Trail:

(a) Approval of Plans. Before commencement of construction of any of the Segment Trail Facilities, detailed plans for the Segment Trail Facilities shall be submitted to Murray for its review, input and approval.

(b) Notification. Springs are located on privately-owned real property located to the west of and adjacent to the Property. The owners of such adjacent springs shall be notified of the proposed Concept Trail during its planning phase, and the input of these

property owners shall be given due weight during the planning and construction process in order to reasonably protect their springs.

(c) Fencing. A six-foot (6') high chain link fence currently surrounds the Property on the east, west and south sides. Big Cottonwood Creek provides security deterrent on the north side. The Segment Trail will run along the west and north of the Property. Cottonwood Heights shall be entitled to remove, at its expense, the current fencing along the west side of the Property to accommodate the Segment Trail, provided Cottonwood Heights first:

(i) Installs comparable or better replacement fencing as determined by Murray on the east and south sides of the Segment Trail to prevent access to any property located outside the Segment Trail by trail users or their pets; and

(ii) Consults with Murray and provides Murray access to Murray's property through gates located as determined by Murray; and

(iii) Consults with Salt Lake County ("County") and provides the County with access to Big Cottonwood Creek for bank maintenance and flood control purposes, despite Cottonwood Heights' erection of fencing along the Concept Trail.

(d) Signage. Cottonwood Heights shall erect and maintain signage where the Segment Trail passes through the Property, notifying Concept Trail users of the watershed status of the Property and surrounding natural spring areas and encouraging users to report suspicious activity to law enforcement authorities. No commercial advertising shall be allowed on the Segment Trail. Signs shall mark the trail and may provide information regarding applicable time, place and manner restrictions. Murray may erect and maintain warning signage on the fence.

(e) Landscaping. Fertilizers and herbicides shall not be used on the Segment Trail.

(f) Litter Collection and Crime Prevention. Cottonwood Heights shall regularly patrol the Segment Trail to remove any litter, trash, and waste and to control vandalism and other crimes.

Section 5. **Duration**. Subject to Section 13 below, the term of the easement for the Segment Trail Facilities and Public Access is ten (10) years, unless terminated earlier. Thereafter, the term of the easement for the Segment Trail Facilities and Public Access shall continue for successive periods of one (1) year each until terminated as provided in Section 13 below.

Section 6. **Trail Area Accepted "As is"**. Cottonwood Heights accepts the Segment Trail in its legal and physical condition "as is" on the effective date of this Agreement.

Section 7. **Murray's Right to Relocate Easement and other Retained Rights**. Except for the rights expressly conveyed to Cottonwood Heights hereunder, Murray reserves to itself, its successors and assigns, the right to, at any time relocate the easement as described herein elsewhere on the Property (so long as the functionality of the Segment Trail, including its connection(s) to the balance of the Concept Trail, is not unreasonably, adversely affected) at Murray's cost as well as all other rights arising out of ownership of the Segment Trail, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Segment Trail not expressly prohibited herein and that are not inconsistent with the terms of this Agreement, including, and without limitation, the following enumerated rights:

(a) To issue other non-conflicting easements, leases, or licenses;

(b) To remove or exclude from the Property any persons who are in locations other than the Segment Trail or not engaged in Permitted Uses; and

(c) To disturb resources to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to persons on or about the Segment Trail; however, Murray does not assume responsibility or liability to the general public for failing to do so.

Cottonwood Heights shall enjoy all rights conveyed herein with respect to the Easement as relocated.

Section 8. **Costs and Expenses**. All costs and expenses associated with the Segment Trail Facilities are to be borne by Cottonwood Heights. Murray has no obligation to develop, operate, maintain, or repair the Segment Trail at any time.

Section 9. **Assignment**.

(a) Cottonwood Heights shall not assign its rights and/or delegate its duties under this Agreement except to Salt Lake County (the "County") or the State of Utah (the "State"), if required by the County or the State as a condition to use of Zoo Arts and Parks ("ZAP") funds or State funds, as applicable. No such assignment/delegation shall relieve Cottonwood Heights of the responsibility to ultimately assure full and timely performance of Cottonwood Heights' obligations hereunder.

(b) This Agreement is a servitude running with the land. Upon recordation, all subsequent owners of the Segment Trail shall be bound by its terms whether or not the owners had actual notice of this Agreement. This Agreement binds and benefits Murray and Cottonwood Heights and their respective successors and assigns.

Section 10. **Indemnification**. This Agreement is intended to be interpreted so as to convey to Murray and Cottonwood Heights all of the protections from liability provided by UTAH CODE ANN. Section 57-14-1 *et seq.*, as amended through the applicable date of reference or any other applicable law that provides immunity or limitation of liability. Cottonwood Heights must indemnify Murray against all losses and litigation expenses resulting from property damage and/or personal injuries that occur or are alleged to occur as a result of Cottonwood Heights'

installation or maintenance of the Concept Trail, except to the extent caused by the negligent or wrongful acts or omissions of Murray. "Losses" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense. "Litigation expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or indemnification under this Agreement including in each case, attorneys' fees, other professionals' fees, and disbursements.

Section 11. **Additional Act Provisions**. In compliance with the requirements of the Act and other applicable law:

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

(b) *Joint Board.* As required by UTAH CODE ANN. Section 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of Murray's Mayor or designee and Cottonwood Heights' Manager 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 and 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 Murray and Cottonwood Heights in accordance with UTAH CODE ANN. Section 11-13-202.5.

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

Section 12. **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.

(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 provision 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) *Amendment.* This Agreement may not be modified except by an instrument in writing signed by the parties.

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

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

(i) *Notice.* Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received:

(i) Upon personal delivery or actual receipt thereof; or

(ii) 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.

(j) *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 the Agreement.

(k) *Governmental Immunity.* Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. Section 63G-7-101 *et. seq.* ("Immunity Act"). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for the 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 laws.

(l) *Ethical Standards.* The parties represent that they have not:

(i) Provided an illegal gift or payoff to any officer, 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; or

(ii) 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; or

(iii) Breached any ethical standards set forth in State statute or municipal ordinance; or (iv) knowingly influenced, and hereby certify that they will not knowingly influence, any officer or employee to breach any of the ethical standards set forth in the State statute or municipal ordinances.

Section 13. **Termination**.

(a) If Cottonwood Heights fails to complete either (i) the Segment Trail Facilities within one year of the effective date of this Agreement or (ii) the Concept Trail within three years of the effective date of this Agreement, the Agreement will terminate, and the Segment Trail easement shall be considered permanently abandoned, and all rights, privileges, and interests shall revert to Murray. The "effective date" of this Agreement shall be one day after the City Council of each party approves a Resolution authorizing the signing of the Agreement.

(b) Either party may terminate this Agreement for cause upon not less than ninety (90) days' prior written notice and opportunity to cure to the other party delivered in accordance with Section 12(i) specifying the cause and stating such party's intention to terminate this Agreement.

(c) Either party also may terminate this Agreement at any time, with or without cause, by giving the other party at least six months' prior written notice of its intent to terminate this Agreement.

IN WITNESS WHEREOF, Murray, by Resolution duly adopted by its City Council, a copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and Cottonwood Heights, by Resolution of its City Council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor and attested by its City Recorder.

[*Signature pages follow.*]

MURRAY CITY CORPORATION

_____
Daniel C. Snarr, Mayor

ATTEST:

_____
Carol Heales, City Recorder

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

The foregoing instrument was acknowledged before me on this ___ day of _____, 2011 by Daniel C. Snarr and Carol Heales as the Mayor and the Recorder, respectively, of Murray City, a municipality and political subdivision of the State of Utah.

_____
NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]

Approved and reviewed as to proper form and compliance with applicable law:

_____
Murray City Attorney
Date:

COTTONWOOD HEIGHTS

_____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

_____
Linda W. Dunlavy, City Recorder

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

The foregoing instrument was acknowledged before me on this ___ day of _____, 2011 by Kelvyn H. Cullimore, Jr. and Linda W. Dunlavy as the Mayor and the Recorder, respectively, of Cottonwood Heights, a municipality and political subdivision of the State of Utah.

_____
NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]

Approved and reviewed as to proper form and compliance with applicable law:

_____
Cottonwood Heights City Attorney
Date: 10/6/11

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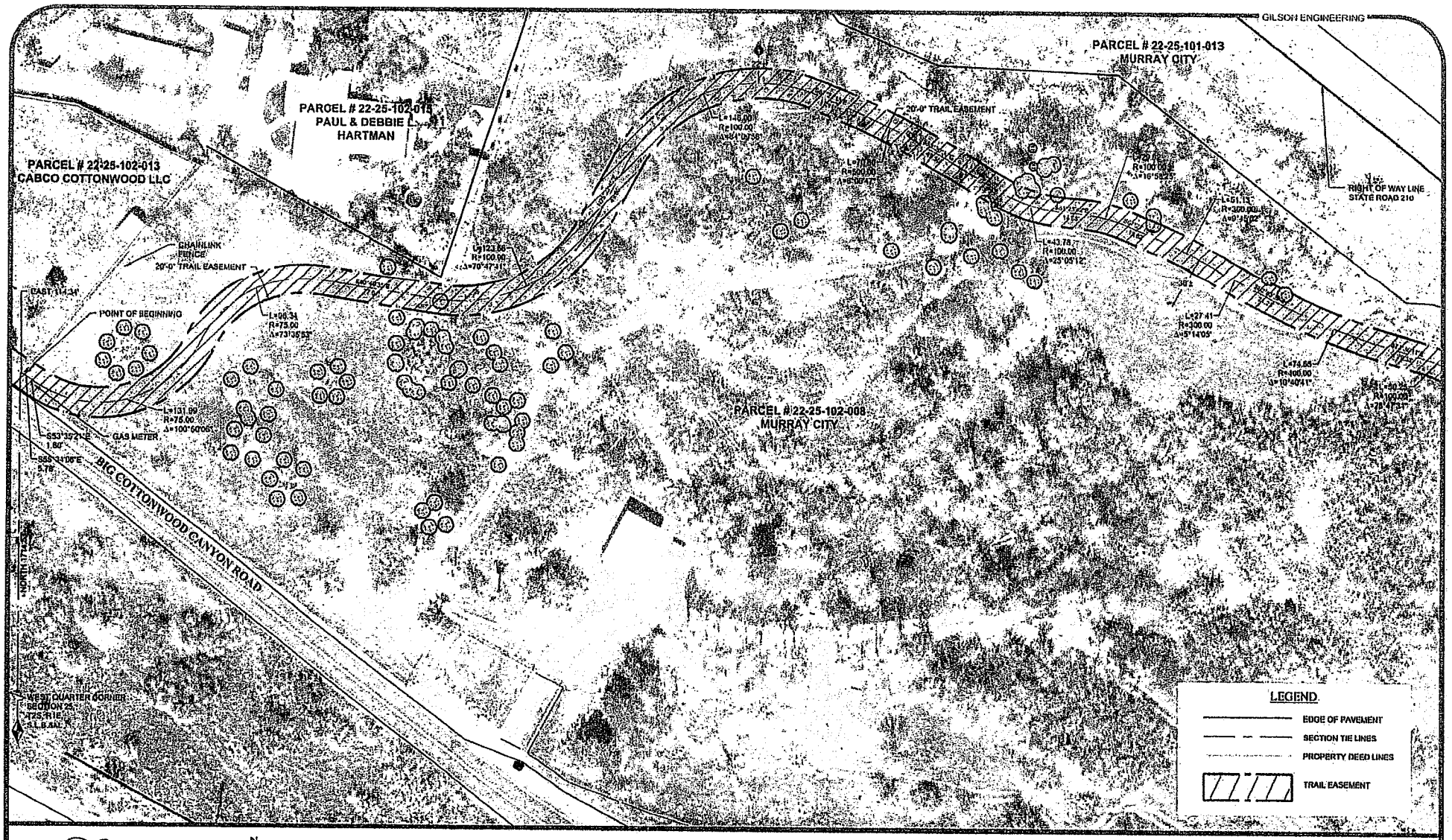
EXHIBIT "A" TO
INTERLOCAL COOPERATION AGREEMENT

(Attach Drawing of Segment Trail)



Cottonwood Heights

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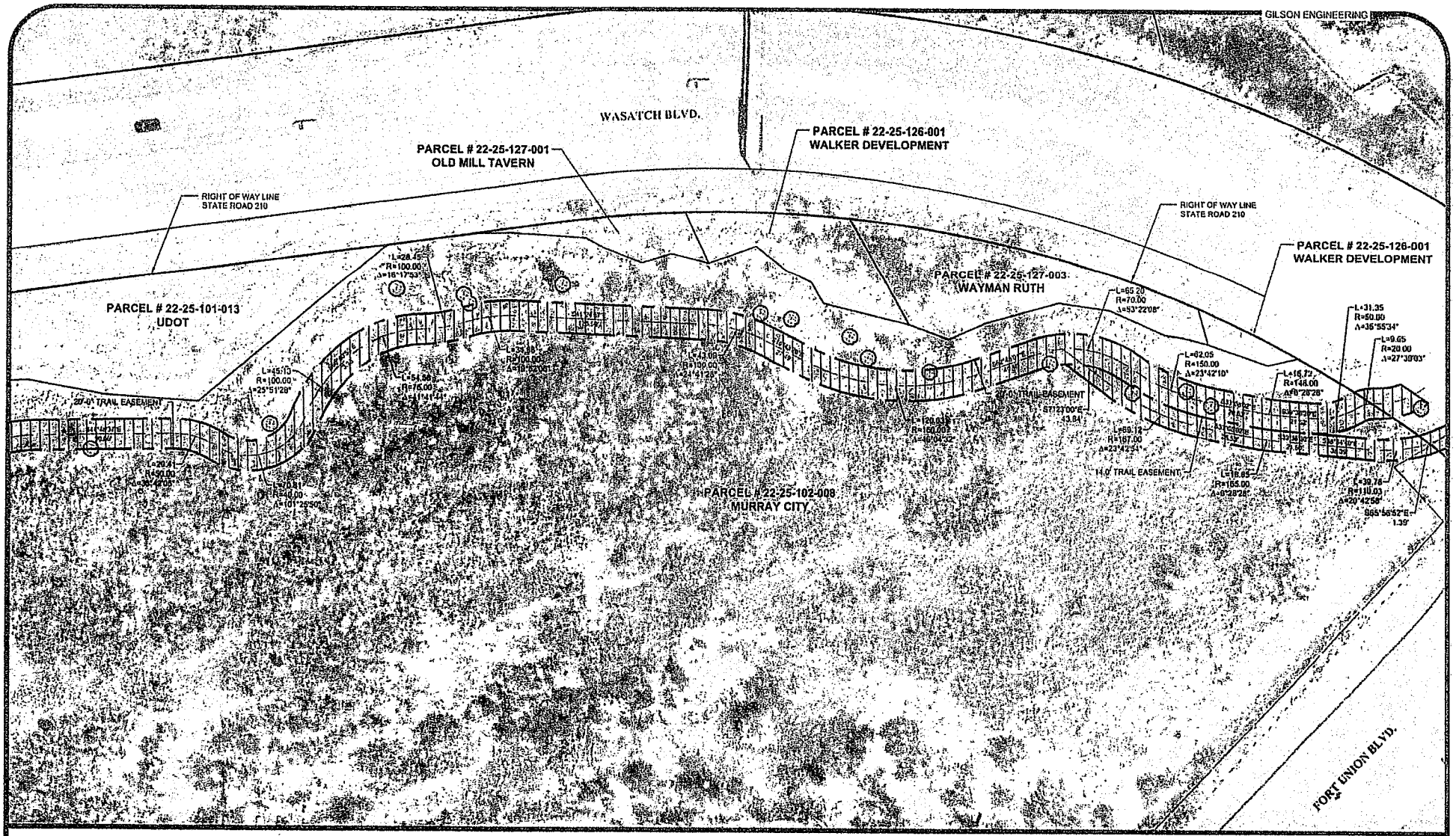
SCALE IN FEET

GILSON ENGINEERING • 12401 SOUTH 450 EAST BLDG C2, 84020 • PHONE 801-571-9414 • FAX 801-571-9449

BIG COTTONWOOD CANYON ROAD

EXHIBIT "A"- SEGMENT TRAIL



Cottonwood Heights
City Between the Canyons

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GILSON ENGINEERING

GILSON ENGINEERING · 12401 SOUTH 450 EAST BLDG C2; 84020 · PHONE 801-571-9414 · FAX 801-571-9449

BIG COTTONWOOD CANYON ROAD

EXHIBIT "A"- SEGMENT TRAIL

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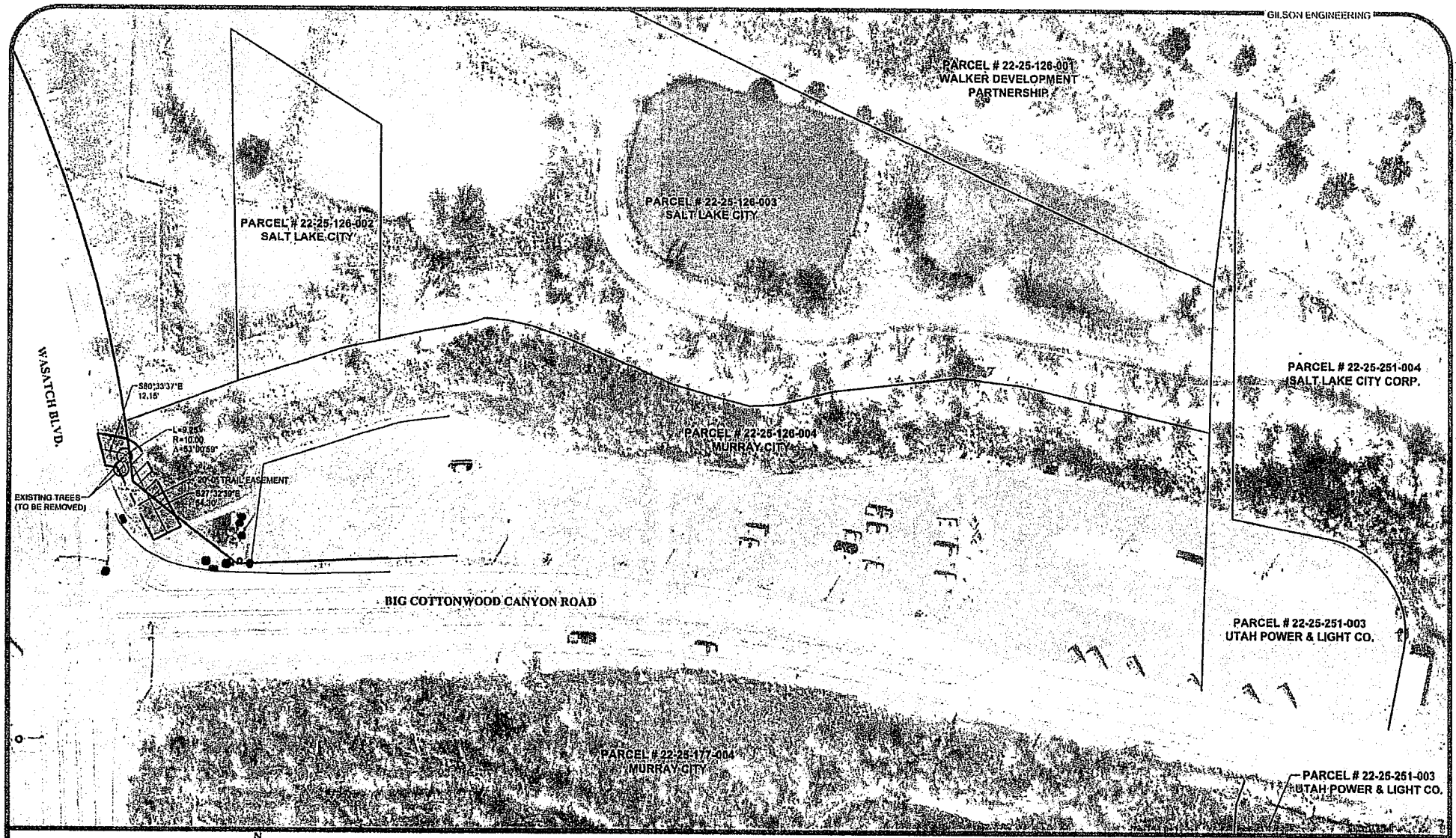

Cottonwood Heights
City between the canyons

GILSON ENGINEERING

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SCALE IN FEET

BIG COTTONWOOD CANYON ROAD

EXHIBIT "A"- SEGMENT TRAIL

GILSON ENGINEERING • 12401 SOUTH 450 EAST BLDG C2, 84020 • PHONE 801-571-9414 • FAX 801-571-9449

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EXHIBIT "B" TO
INTERLOCAL COOPERATION AGREEMENT

(Attach Legal Description of Segment Trail)

Public Trail Easement

Exhibit A

Murray City Parcel #'s 22-25-102-008
22-25-126-004

A Public Trail Easement located in the Northwest Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Trail Easement being twenty (20') feet in width, the centerline of which is described as follows:

Beginning at a point on the westerly line of grantors property, said point being located North 1714.81 feet and East 113.96 feet more or less from the West Quarter Corner of Section 25 Township 2 South, Range 1 East, Salt Lake Base and Meridian, (basis of bearings South 0°13'17" West between the West Quarter of Section 25 and the Southwest Corner of 25, said Township and Range.) and running thence;
South 53°35'21" East 1.80 feet to a point of curvature of a 75.00 foot radius curve to the left; Thence Continuing 131.99 feet along the arc of said curve through a central angle of 100°50'06" to a point of reverse curvature of a 75.00 foot radius curve to the right; Thence continuing 96.34 feet along the arc of said curve through a central angle of 73°35'53"; Thence South 80°49'35" East 77.07 feet to a point of curvature of a 100.00 foot radius curve to the left; Thence continuing 123.56 feet along the arc of said curve through a central angle 70°47'41"; Thence North 28°22'45" East 49.85 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 146.90 feet along the arc of said curve through a central angle of 84°09'58"; Thence South 67°27'18" East 17.11 feet to a point of curvature of a 500.00 foot radius curve to the right; Thence continuing 70.80 feet along the arc of said curve through a central angle of 08°06'47"; Thence South 59°20'30" East 49.55 feet to a point of curvature of a 100.00 foot radius curve to the left; Thence continuing 43.78 feet along the arc of said curve through a central angle of 25°05'12"; Thence South 84°25'42" East 14.68 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 29.62 feet along the arc of said curve through a central angle of 16°58'25"; Thence South 67°27'18" East 19.82 feet to a point of curvature of a 300.00 foot radius curve to the right; Thence continuing 51.13 feet along the arc of said curve through a central angle of 09°45'52" to a point of reverse curvature of a 300.00 foot radius curve to the left; Thence continuing 27.41 feet along the arc of said curve through a central angle of 5°14'05"; Thence South 62°55'30" East 21.25 feet to a point of curvature of a 400.00 radius curve to the left; Thence continuing 74.55 feet along the arc of said curve through a central angle of 10°40'41"; Thence South 73°36'11" East 29.38 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 50.25 feet along the arc of said curve through a central angle of 28°47'34"; Thence South 44°48'37" East 90.66 feet to a point of curvature of a 50.00 foot radius curve to the right; Thence continuing 29.41 feet along the arc of said curve through a central angle of 33°42'05" to a point of reverse curvature of a 40.00 foot radius curve to the left; Thence continuing 70.81 feet along the arc of said curve through a central angle of 101°25'50" to a point of reverse curvature of 100.00 foot radius curve to the right; Thence continuing 45.13 feet along the arc of said curve through a central angle of 25°51'28"; Thence South 86°40'53" East 3.23 feet to a point of curvature of a 75.00 foot radius curve to the right; Thence continuing 54.58 feet along

the arc of said curve through a central angle of 41°41'44" to a point of reverse curvature of a 100.00 foot radius curve to the left; Thence continuing 28.45 feet along the arc of said curve through a central angle of 16°17'53" to a point of reverse curvature of a 100.00 foot radius curve to the right; Thence continuing 34.68 feet along the arc of said curve through a central angle of 19°52'06"; Thence South 41°24'57" East 125.59 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 43.09 feet along the arc of said curve through a central angle of 24°41'28"; Thence South 16°43'28" East 27.49 feet to a point of curvature of a 150.00 foot radius curve to the left; Thence continuing 120.63 feet along the arc of said curve through a central angle of 46°04'32"; Thence South 62°48'01" East 40.46 feet to a point of curvature of a 70.00 foot radius curve to the right; Thence continuing 65.20 feet along the arc of said curve through a central angle 53°22'08" to a point of reverse curvature of a 150.00 foot radius curve to the left; Thence continuing 62.05 feet along the arc of said curve through a central angle of 23°42'10"; Thence South 33°08'02" East 28.53 feet to a point of curvature of a 148.00 foot radius curve to the left; Thence continuing 16.72 feet along the arc of said curve through a central angle of 06°28'28"; Thence South 39°36'30" East 21.52 feet to a point of curvature of a 50.00 foot radius curve to the left; Thence continuing 31.35 feet along the arc of said curve through a central angle of 35°55'34" to a point of reverse curvature of a 20.00 foot radius curve to the right; Thence continuing 9.65 feet more or less to the grantors Easterly boundary, said point also being the Westerly Right of Way line for SR 210 through a central angle of 27°39'03" and point of ending for this easement.

Beginning and ending sidelines of described Public Trail Easement to be shortened or extended to begin and terminate on the Grantors property lines. It is the intent of these easements sidelines to coincide with the sidelines of the trail easement documents as they relate to the adjoining parcels and easement documents.

Also
A Public Trail Easement and Access Easement located in the Northwest Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Said Easement being fourteen (14') feet in width, the centerline of which is described as follows:

Beginning at a point on the centerline of trail as described above, said point being located North 1260.70 feet and East 1605.08 feet more or less from the West Quarter Corner of Section 25 Township 2 South, Range 1 East, Salt Lake Base and Meridian, (basis of bearings South 0°13'17" West between the West Quarter of Section 25 and the Southwest Corner of 25, said Township and Range.) and running thence; South 07°23'00" East 43.84 feet to a point of curvature of a 167.00 foot radius to the left; Thence continuing 69.12 feet along the arc of said curve through a central angle of 23°42'54"; Thence South 33°08'02" East 28.53 feet to a point of curvature of a 165.00 foot radius curve to the left; Thence continuing 18.65 feet along the arc of said curve through a central angle of 06°28'28"; Thence South 39°36'30" East 21.50 feet; Thence South 38°54'40" East 38.39 feet to a point of curvature of a 110.00 foot radius curve to the left; Thence continuing 39.78 feet along the arc of said curve through a central angle

of 20°42'58"; Thence South 65°56'52" East 1.39 feet more or less to the grantors Easterly Boundary, said point also being the Westerly Right of Way line of SR 210 and point of ending of this easement.

Beginning and ending sidelines of described Public Trail Easement to be shortened or extended to begin and terminate on the Grantors property lines. It is the intent of these easements sidelines to coincide with the sidelines of the trail easement documents as they relate to the adjoining parcels and easement documents.

Also

A Public Trail Easement located in the Northwest Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Being described as follows:

Beginning at a point on the Westerly line of Grantors property (said point also being on the Easterly Right of Way line of SR 210), said point being located North 1015.05 feet and East 1901.32 feet more or less from the West Quarter Corner of Section 25 Township 2 South, Range 1 East, Salt Lake Base and Meridian, (basis of bearings South 0°13'17" West between the West Quarter of Section 25 and the Southwest Corner of 25, said Township and Range.) and running thence;
Along said Grantors Southwesterly and westerly line and SR-210 Easterly Right of Way line the following two (2) courses,
North 51°32'19" West 36.23 feet to a point on the arc of a 945.00 foot radius non tangent curve to the left; (Bearing to center South 83°27'38" West) Thence continuing 27.95 feet along the arc of said curve through a central angle of 01°41'41" to a point on the arc of a 20.00 foot non tangent curve to the right (bearing to center being South 20°36'53" West); Thence continuing 14.61 feet along the arc of said curve through a central angle of 41°50'28"; Thence South 27°32'39" East 45.99 feet to the point of beginning.

Contains approx
481 sq ft