

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT, A PARK EASEMENT AGREEMENT, AND A PERPETUAL WATERLINE EASEMENT AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY

RECITALS

A. Salt Lake County (the “County”) owns several parcels of real property in West Valley City along the Jordan River (the “County Property”) that it is developing as a park (the “Park”).

B. As part of the development of the Park, the County has asked the City to allow it to use and improve certain adjacent real property interests held by the City.

C. The City desires assist the County in the development of the Park and grant the County the rights to use and improve the City’s real property interests adjacent to the County Property.

D. In accordance with Title 11, Chapter 13 of the Utah Code, the County and the City have prepared an Interlocal Cooperation Agreement (“Agreement”) to accomplish the construction of the Project and to provide for the City to grant certain rights and easements to the County.

E. In addition to the rights, duties, and obligations set forth in the Agreement, the City has agreed to provide a Park Easement Agreement and a Perpetual Waterline Easement Agreement to the County.

F. The County has determined that it is in the public interest to enter into the Agreement with the City and to sign the Park Easement Agreement and the Perpetual Waterline Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Agreement, attached hereto as Exhibit 1 and by this reference made a part of this Resolution, is approved and that the Mayor is hereby authorized to execute said Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Perpetual Waterline Easement Agreement attached to the Agreement as Exhibit B and the Park Easement Agreement attached to the Agreement as Exhibit C, are approved, and that the Mayor is hereby authorized to execute those easements.

APPROVED and ADOPTED this _____ day of _____, 2022.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

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

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

Exhibit 1
Interlocal Cooperation Agreement

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective _____, 2021, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the “*County*”), and **WEST VALLEY CITY**, a Utah municipal corporation (the “*City*”).

RECITALS:

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

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

C. The County and the City are public agencies as contemplated in the referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperative Act).

D. The County owns several parcels of real property located along the west banks of the Jordan River at approximately 1288 West Cultural Center Drive (the “County Property”) within the City’s municipal boundaries.

E. The City owns several parcels of real property known as the Cultural Celebration Center located at 3151 South Cultural Center Drive, including Parcel Nos. 15-27-427-001, 15-27-427-002, and 15-27-427-003 (the “City Property”).

F. The City also owns two parcels of real property adjacent to the Jordan River identified as Parcel Nos. 15-26-301-007 and 15-26-301-021, with an address of 1355 West 3100 South (the “River Property”).

G. The County Property and the City Property are separated from each other by a parcel of land owned by Utah Power and Light, identified as Parcel No. 15-26-352-019 with an address of 1292 West 3300 South, West Valley City, Utah (the “RMP Property”).

H. Utah Power and Light has since been acquired by PacificCorp, an Oregon corporation doing business as Rocky Mountain Power (“RMP”).

I. The City obtained a Public Recreation Easement Agreement, recorded as Entry No. 11231865 on August 23, 2011, at Book 9944, Page 8317, from RMP on and over the RMP Property (the “Easement Agreement”) for the City’s “use as a public park, to be improved, operated, and maintained solely by” the City.

J. Pursuant to the Easement Agreement, the City may use the RMP Property “for recreation purposes” and may allow the public to use the same without charge. The City has made

certain public park improvements to the RMP Property consistent with the Easement Agreement (the “City Park Improvements”).

K. The County is moving forward with a project to improve the County Property as a public park with amenities along the Jordan River (the “Project”), and in conjunction with this Project intends to construct and provide continuous maintenance for improvements for the benefit of the City and the public on a portion of the RMP Property (the “Park Improvement Area”).

L. The County would also like to construct and provide continuous maintenance for public park improvements on the River Property and within a portion of the City Property. However, this Agreement will not modify the City’s obligation to be responsible for and maintain the City Park Improvements or other landscaping or improvements currently existing or subsequently constructed or installed by the City on the City Property, the RMP Property or the River Property. A site plan/map for the Project showing the location of the County Property, the City Property, the RMP Property, and the Park Improvement Area is attached hereto as Exhibit A.

M. As part of the Project, the County will construct a maintenance building on the County Property, and the County will grant the City the right to use a 227 square foot portion of the maintenance building.

N. In exchange, the City will permit the County to modify some of the City Park Improvements, construct new improvements in the Park Improvement Area for the benefit of the City and the County under the authority of the Easement Agreement, allow the County to assume control and use a portion of an existing water line connection used by the City (the “Waterline”), grant a related perpetual easement on the City Property for the County’s portion of the Waterline (the “Waterline Easement”), and grant an easement to the County to construct and maintain public park improvements on the River Property.

O. The parties have negotiated this Agreement to set forth the rights and obligations of each party.

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:

ARTICLE 1 CITY’S OBLIGATIONS

Section 1 **City’s Obligations.** The City agrees as follows:

Section 1.1 **Grant related to Park Improvement Area.** The City hereby permits the County the ability to utilize the City’s rights under the Easement Agreement to remove or modify some of the existing City Park Improvements within the Park Improvement Area and to construct and

maintain new public park improvements on the Park Improvement Area for the benefit of the City, the County, and the public.

Section 1.2 **Waterline Easement.** The City agrees to transfer to the County ownership, control, and responsibility for a portion of the Waterline and to grant the County the Waterline Easement in substantially the same form attached hereto as Exhibit B. As stated in the Waterline Easement, the County will allow the City to retain possession and control of the portion of the Waterline that is not in the Waterline Easement area and a lateral line to provide water for use in the stage restroom at the Cultural Celebration Center. The approximate location of the portion of the Waterline that is not in the Waterline Easement area and the lateral line is shown on Exhibit A.

Section 1.2 **Easement over the River Property.** The City also agrees to grant the County a perpetual easement to construct and maintain public park improvements on the River Property and the City Property as showed in the Project Site Plan attached as Exhibit A. The easement for use of the River Property and the City Property shall be in substantially the same form as that attached hereto as Exhibit C.

ARTICLE 2 CONSIDERATION

Section 2. **Consideration.** As consideration for the interests granted in Article 1, the County agrees to the following:

Section 2.1 **Construction of Improvements.** The County agrees to construct improvements on the Park Improvement Area, the City Property, and the River Property substantially as shown on the Site Plan attached hereto as Exhibit A. Construction of these improvements shall occur in phases and may take several years to complete.

Section 2.2 **Maintenance of Park Improvement Property, City Property, and the River Property.** In a manner consistent with applicable laws, regulations including but not limited to environmental and safety regulations, requirements and standards of performance, and at the County's sole cost and expense, the County will provide all operations management, maintenance, and repair work for all improvements the County constructs and installs on the Park Improvement Area, City Property, and the River Property as the County determines necessary, in the County's reasonable discretion. Notwithstanding the foregoing, the County does not assume responsibility for any existing or future improvements installed by the City on the RMP Property, City Property, or the River Property. The City shall retain ownership of and responsibility (including snow removal, maintenance and repairs) for all improvements it has already installed (i.e., landscaping, trails, paths, structures, the Moesser-Rushton Granary, and the Pioneer Crossing Bridge over the Jordan River) or will install on the RMP Property or the River Property.

Section 2.3 **Use of Storage Area.** As part of the Park Project, the County will construct a storage room attached to a maintenance building on the County Property. Once constructed, the County shall allow the City to utilize 227 square feet of the maintenance building (the "Storage Room") for the storage of equipment used by the West Valley City Police to patrol areas along the Jordan River. The City's Storage Room will be separated from the rest of the

maintenance building and will have a separate access for the exclusive use of the City. The City shall be responsible to maintain the Storage Room and to secure and provide insurance for any items stored by the City in the Storage Room. The City shall keep the Storage Room clean and tidy and shall not store any hazardous materials in the Storage Room. If the City ceases to use the Storage Room to store equipment for the West Valley City Police, the City shall vacate the Storage Room and return possession of the Storage Room to the County in as good or better condition as when it was first occupied by the City, reasonable wear and tear excepted.

Section 2.4 **No Other Consideration**. No other consideration for this Agreement is required. Neither party will seek compensation or payment for the services, authorizations, or uses provided in this Agreement.

ARTICLE 3 DURATION

Section 3. **Duration**. The term of this Agreement shall be no more than 50 years. The Waterline Easement and easement over the River Property and the City Property contemplated herein shall be perpetual.

ARTICLE 4 INSURANCE AND INDEMNIFICATION

Section 4.1 **Insurance**. The County and the City shall maintain insurance or self-insurance coverage sufficient to meet its obligations hereunder and consistent with applicable law.

Section 4.2 **Indemnification**. Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2020), as amended (the “*Immunity Act*”). Subject to and consistent with the terms of the Immunity Act, the County and the City shall 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, and neither the County nor the City shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

ARTICLE 5 ADDITIONAL PROVISIONS

Section 5.1 **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 of 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) No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.

(l) 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 designee and the City's designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

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

(n) Manner of Acquiring, Holding or Disposing of Property. The real property will be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

(o) 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.

(p) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7101, *et seq.*, therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(q) 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 contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, 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 Salt Lake County ordinances.

(s) Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and City for approval in accordance with Utah Code Ann. § 11-13-202.5.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its council, a copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its Recorder; 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 his designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

APPROVED AS TO FORM:

Deputy District Attorney



WEST VALLEY CITY CORPORATION

Karen Lang

By: _____
Mayor or Designee

ATTEST:

Nirbhale Comau

City Recorder

APPROVED AS TO FORM:

claire gillmor

City Attorney

Exhibit A
Site Plan/Map

Exhibit A - Site Plan

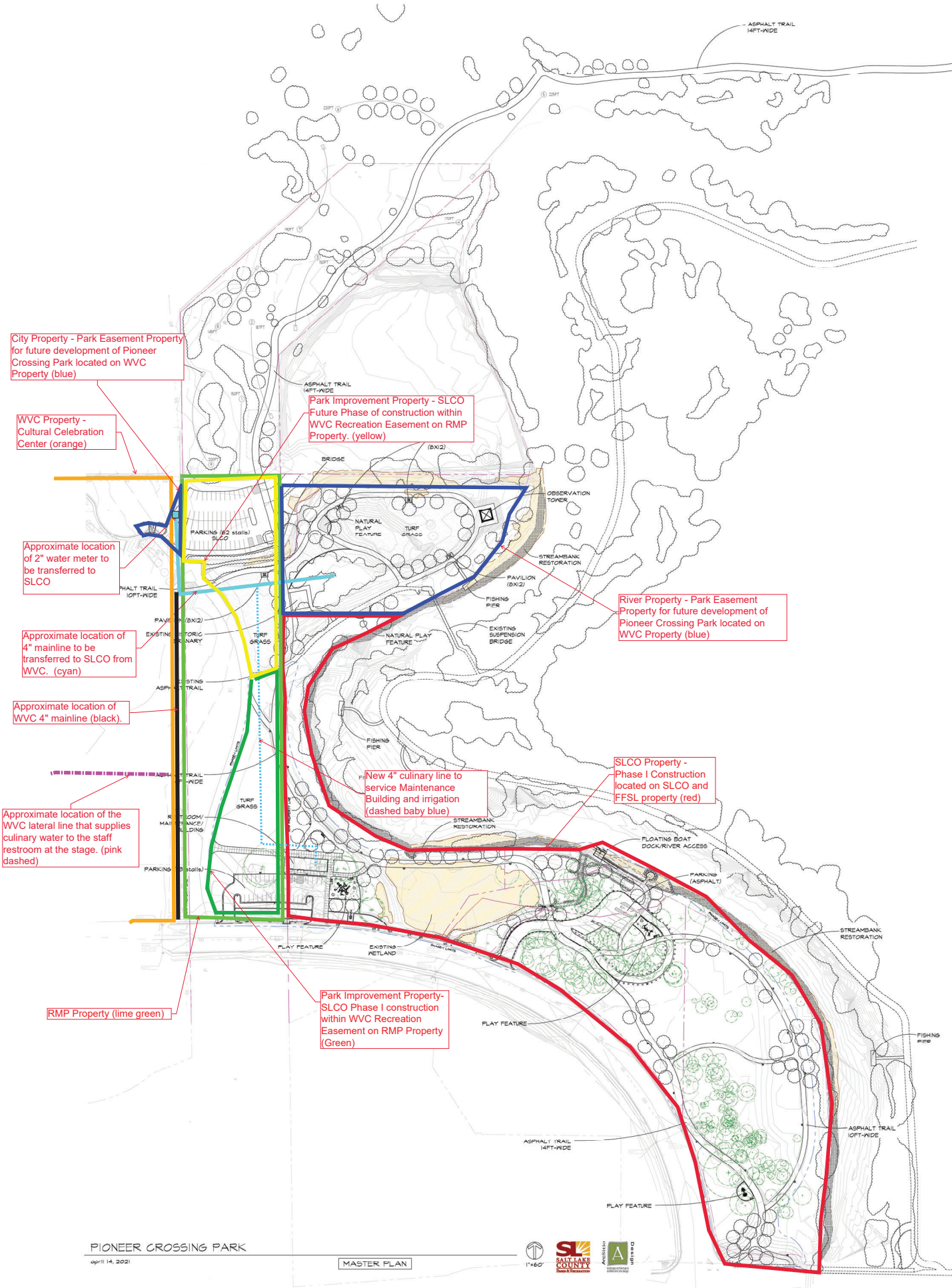


Exhibit B
Waterline Easement

WHEN RECORDED RETURN TO:
Salt Lake County Parks and Recreation
6332 South Airport Road
West Jordan, UT 84084

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

Space above for County Recorder's use

**PERPETUAL WATERLINE
EASEMENT AGREEMENT**
Salt Lake County

*Parcel No's: 4032.001:PE, 4032.002:PE
Project No: Pioneer Crossing Park
Tax Parcel No. 15-27-427-001 and
15-27-427-002
Surveyor WO: W021519077*

WEST VALLEY CITY, a municipal corporation, GRANTOR, hereby Grants and Conveys to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement under, over and across the following described property to construct, operate, repair and replace a water pipeline and appurtenant structures and other related facilities (the "Facilities") incidental to the construction and maintenance of a public park, known as the Pioneer Crossing Park Project, lying within a strip of land twenty (20) feet wide (the "Easement Area") to wit:

(SEE EXHIBIT A)

A map of the Easement Area is attached as Exhibit B.

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. GRANTEE shall conduct all construction and maintenance activities related to the waterline within the Easement Area in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction. During construction periods, GRANTEE and its contractors may use such portion of GRANTOR'S property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTOR shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of water through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTOR specifically reserves the right to use the Easement Area for purposes of operating a public park and recreation area. In connection therewith, GRANTOR may install and maintain landscaping and other nonstructural surface improvements on the Easement Area, which are consistent with the ownership and operation of a public park and recreation area by GRANTOR and the rights of GRANTEE as set forth above (the "Permitted Improvements"). Except for the Permitted Improvements, GRANTOR shall not build or construct, or permit to be built or constructed, any building or other similar structure that impairs the maintenance or operation of the facilities over or across this right-of-way and easement nor

change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

There is a portion of the mainline not included in the easement area and a lateral line connected to the Facilities that delivers water to an adjacent amphitheater on GRANTOR's property as shown on Exhibit C. GRANTEE shall provide GRANTOR with limited use of the FACILITIES to provide water services to the mainline not included in the easement area and lateral line. GRANTOR shall be responsible for all maintenance and repair of the mainline not included in the easement area and lateral line from the FACILITIES to the bathroom. GRANTEE shall pay for all water assessments related to such use, except that if there is a significant assessment that is attributable to a break in the mainline not included in the easement area or the lateral line or GRANTOR's failure to adequately maintain and repair the mainline not included in the easement area or the lateral line, GRANTOR shall be responsible for the assessment related to such break or failure.

The Facilities located on, under and across this easement will be installed, maintained, and operated by GRANTEE in accordance with all applicable codes, laws, rules, and regulations.

IN WITNESS WHEREOF, GRANTOR has caused this perpetual easement to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of _____, 2021.

GRANTOR:
WEST VALLEY CITY

By: _____
MAYOR or DESIGNEE

GRANTEE:
SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign _____
MAYOR or DESIGNEE

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, its Mayor of the West Valley City.

Notary Public

Acknowledgements Continued on Following Page

(EXHIBIT A)

4032.001:PE

A perpetual water line easement being part of Lot 1A, Utah Cultural Celebration Center Subdivision Lot 1 Amended and Extended with Street Dedication recorded September 5, 2012 as Entry No. 11465236 in Book 2012 of plats, at Page 134 in the Office of the Salt Lake County Recorder. Said perpetual easement is located in the Southeast Quarter of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point on the easterly line of said Lot 1A, Utah Cultural Celebration Center Subdivision, which is 10.61 feet S. 00°53'19" E. from the northeasterly corner of said Lot 1A; thence S. 00°53'19" E. 43.05 feet along said easterly line of Lot 1A; thence S. 04°26'35" W. 141.41 feet; thence S. 77°26'21" E. 13.51 feet to said easterly line of Lot 1A; thence along said Lot 1A the following two (2) courses: 1) S. 00°53'19" E. 15.19 feet; 2) S. 59°31'26" W. 7.65 feet; thence N. 77°26'21" W. 28.80 feet; thence N. 04°26'35" E. 201.62 feet; thence S. 85°33'25" E. 16.00 feet to the **Point of Beginning**.

The above-described perpetual water line easement contains 4,247 square feet in area or 0.097 acre, more or less.

ALSO,

4032.002:PE

A perpetual water line easement being a part of an entire tract of land described in that Quit Claim Deed recorded May 1, 2009 as Entry No. 10690894 in Book 9717, at Page 8484 in the Office of the Salt Lake County Recorder. Said perpetual easement is located in the Southeast Quarter of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point on the easterly line of said entire tract at a southeasterly corner of Lot 1A, Utah Cultural Celebration Center Subdivision Lot 1 Amended and Extended with Street Dedication recorded September 5, 2012 as Entry No. 11465236 in Book 2012 of plats, at Page 134 in the Office of the Salt Lake County Recorder, which is 212.79 feet S. 00°53'19" E. from the northeasterly corner of said Lot 1A; thence S. 00°53'19" E. 5.37 feet along said easterly boundary line of the entire tract; thence N. 77°26'21" W. 6.84 feet to a southeasterly line of said Lot 1A; thence N. 59°31'26" E. 7.65 feet along said southeasterly line of Lot 1A to the **Point of Beginning**.

The above-described perpetual water line easement contains 18 square feet in area or 0.001 acre, more or less.

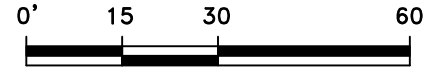
BALANCE: 4,265 Sq Ft. in area or 0.097 acres, more or less.

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

BASIS OF BEARING: N. 89°51'15" W. along the Center Section line between the East Quarter and the Center Quarter Corner of said Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT "B"




East Quarter Corner
Section 27, T1S, R1W. SLBM



Scale in Feet

1"=30'

LEGEND

-  Boundary
-  Section Line
-  Water Line Easement

UTAH POWER & LIGHT CO
15--26-352-019

LOT 1A
UTAH CULTURAL CELEBRATION
CENTER SUBDIVISION
LOT 1 AMENDED AND EXTENDED
WITH STREET DEDICATION
E#11465236, BK: 2012, PG: 134

WEST VALLEY CITY
15-27-427-001

WEST VALLEY CITY
E#10690894, B:9717, P:8484
15-27-427-002

L7
POB
4032.001:PE
S 0°53'19" E
43.05'

N 4°26'35" E 201.62
S 4°26'35" W 141.41

POB
4032.002:PE

Water Line Easement
4032.002:PE

LINE TABLE		
LINE #	LENGTH	BEARING
L1	13.51	S77° 26' 21"E
L2	15.19	S0° 53' 19"E
L3	7.65	S59° 31' 26"W
L4	28.80	N77° 26' 21"W
L5	5.37	S0° 53' 19"E
L6	6.84	N77° 26' 21"W
L7	16.00	S85° 33' 25"E



West Valley City
Water Line Easement

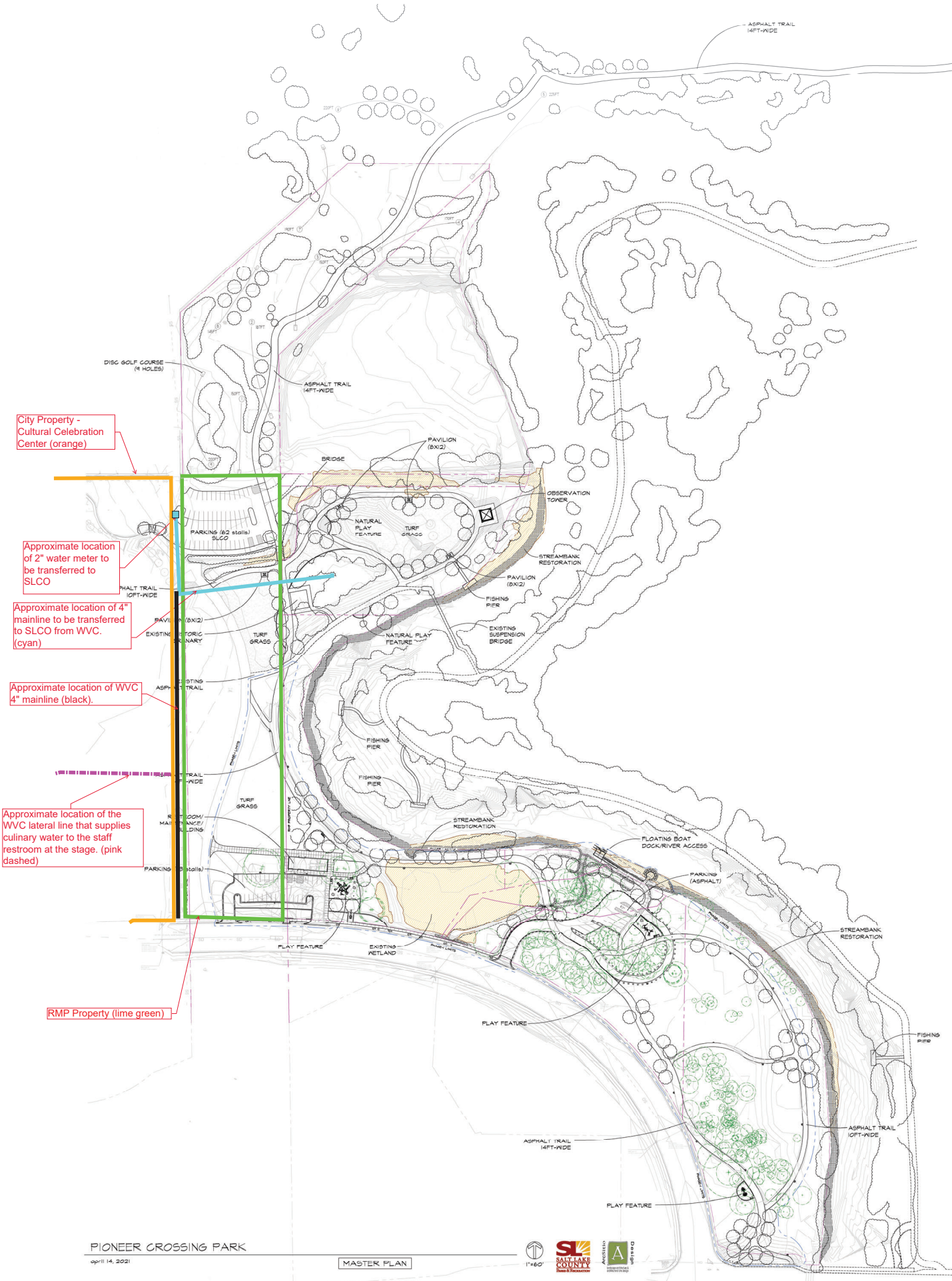
Prepared for:
Salt Lake County Parks & Rec.

Southeast Quarter Sec. 27, T.1S, R.1W, S.L.B.&M.
Surveyor Work Order No. W021519077 RE# 4032

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Exhibit C - Map of Lateral Line



City Property - Cultural Celebration Center (orange)

Approximate location of 2" water meter to be transferred to SLCO

Approximate location of 4" mainline to be transferred to SLCO from WVC. (cyan)

Approximate location of WVC 4" mainline (black).

Approximate location of the WVC lateral line that supplies culinary water to the staff restroom at the stage. (pink dashed)

RMP Property (lime green)

Exhibit C
City Property and River Property 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 Nos. 15-27-427-001
15-26-301-007
15-26-301-021

PARK EASEMENT AGREEMENT

This Park Easement Agreement (“Agreement”) is entered into this ____ day of _____, 2021 (“Effective Date”), by and between West Valley City, a municipal corporation (“Grantor”) and Salt Lake County, a body corporate and politic of the state of Utah (“Grantee”).

RECITALS:

- A. Grantor owns several parcels of land in West Valley City, Utah, Parcel ID Nos. 15-27-427-001, 15-26-301-007, and 15-26-301-021 (the “City Property”).
- B. Grantee wishes to construct, operate, and maintain a County Park for public use (the “Park”) on the Property.
- C. Grantee desires to obtain from Grantor, and Grantor is willing to grant, an exclusive, perpetual easement to allow for access, construction, maintenance, and operation of the Park in, on, over, across, and through the 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 Property for the construction, installation, operation, maintenance, repair, inspection, removal and replacement of improvements related to the Park (“Park 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 (“Park Easement

Property”). The Park 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 Park Improvements may be modified by Grantee subject to approval by Grantor, which approval shall not be unreasonable withheld or delayed.

1.2. Additionally, Grantor hereby grants to Grantee a non-exclusive perpetual access easement across the Property allowing Grantee vehicular and mechanical access to Park Easement Property for the purposes of constructing, installing, maintaining, repairing, and inspecting the Park Improvements.

2. Additional Limitations on Use of the Easement.

2.1. Grantee shall have the right to use, and shall allow the public to use without charge, the Park Easement Property for recreational purposes associated with the Park.

2.2. Grantee shall bear any and all costs and expenses for developing the Park Easement Property for recreational uses associated with the Park. All Park Improvements constructed or installed by Grantee shall be performed in a workman like manner and in accordance with federal, state, and local laws. The Parties acknowledge that Grantee will construct the Park Improvements in phases, and that depending on funding and availability of resources, the Park Improvements may not be constructed for several years.

2.3. Grantee and its successors or assigns at their sole expense shall maintain and repair the Park Improvements within the Park Easement Property in a good, safe, and useful condition in compliance with all applicable governmental requirements.

2.4. Any damage caused by Grantee to the Park Easement Property resulting from the construction, operation, repair, replacement, and maintenance of the Park Improvements shall be repaired by Grantee at its sole expense as near as reasonably possible to its pre-construction condition.

2.5. Grantor reserves the right to use the Park Easement Property for any use not inconsistent with Grantee’s permitted use of the Park 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 Park Easement Property. Such improvements currently include but are not limited to landscaping, trails, paths, structures, the Moesser-Rushton Granary, and the Pioneer Crossing Bridge over the Jordan River.

3. Exclusive. Grantor shall not grant additional easements, licenses, rights-of-way, or encroachments within the Park Easement Property without the prior written consent of Grantee.

4. Consideration. As consideration for this Agreement, Grantor agrees that Grantee’s improvements to the Property as shown in Exhibit B constitute consideration for this Agreement.

5. Governmental Immunity and Indemnification.

5.1. The Grantee is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904, as amended (the “Act”). Grantee does not waive any defenses or limits of liability available under the Act and other applicable law. Grantee

maintains all privileges, immunities, and other rights granted by the Act and all other applicable law.

- 5.2. There are no indemnity obligations between the Parties. Grantor and Grantee shall 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, and neither Grantor nor Grantee shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents.
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. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the Parties can be carried out.
12. 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. Grantor understands and agrees that this Agreement shall not be considered final until executed by the Mayor of Salt Lake County or designee.
13. 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:
West Valley City**

Approved As to Form

By: _____
Mayor or Designee

**GRANTEE:
Salt Lake County**

By: Exhibit Only, Do Not Sign
Mayor or Designee

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

The foregoing instrument was acknowledged before me this _____ day of 2021, by _____ as _____ of West Valley City.

NOTARY PUBLIC

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

On this _____ day of _____, 2021, 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

Park Easement Area Legal Description and Map

Two park lease areas being a part of the following three (3) entire tracts described as: 1) Lot 1A, Utah Cultural Celebration Center Subdivision Lot 1 Amended and Extended with Street Dedication recorded September 5, 2012 as Entry No. 11465236 in Book 2012, at Page 134; 2) Quit Claim Deed recorded May 1, 2009 as Entry No. 10690896 in Book 9717, at Page 8488; 3) Quit Claim Deed recorded May 1, 2009 as Entry No. 10690897 in Book 9717, at Page 8491 in the Office of the Salt Lake County Recorder. Said park lease areas are located in the Southeast Quarter of Section 27 and the Southwest Quarter of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian and are described as follows:

Park Lease Area 1

Beginning at the northwesterly corner of an entire tract of land described in said Entry No. 10690897 being a point on the Quarter Section line, 160.00 feet S. 89°51'15" E. along the Quarter Section line from the West Quarter Corner of said Section 27; thence S. 89°51'15" E. 499.77 feet along said Quarter Section line to the westerly top bank of the Jordan River and a point of non-tangency with a 110.00 – foot radius curve to the right, concave northwesterly (Radius point bears N. 65°48'56" W.); thence Southwesterly along said westerly top bank of the Jordan River the following five (5) courses: 1) Southwesterly 23.95 feet along the arc of said curve, through a central angle of 12°28'26" (Chord bears S. 30°25'17" W. 23.90 feet) to a point of reverse curvature with a 200.00-foot radius curve to the left, concave southeasterly; 2) Southwesterly 59.39 feet along the arc of said curve, through a central angle of 17°00'54" (Chord bears S. 28°09'03" W. 59.18 feet); 3) S. 19°38'36" W. 41.97 feet to the point of tangency with a 175.00-foot radius curve to the right, concave northwesterly; 4) Southwesterly 136.93 feet along the arc of said curve, through a central angle of 44°49'48" (Chord bears S. 42°03'29" W. 133.46 feet); 5) S. 64°28'23" W. 119.44 feet to the northerly boundary line of an entire tract of land described in that Special Warranty Deed recorded May 21, 2012 as Entry No. 11394832 in Book 10019, at Page 42 in the office of said Recorder; thence N. 89°51'15" W. 244.38 feet along said northerly boundary line, to the easterly boundary line of an entire tract of land described in that Warranty Deed recorded September 16, 1957 as Entry No. 1556329 in Book 1444, at Page 544 in the Office of said Recorder; thence N. 00°53'15" W. 263.55 feet along said easterly boundary line to the Point of Beginning.

The above-described lease area contains 108,886 square feet in area or 2.499 acres, more or less.

ALSO

Park Lease Area 2

Beginning at the northeasterly corner of said Lot 1A, Utah Cultural Celebration Center Subdivision Lot 1 Amended and Extended with Street Dedication; thence S. 00°53'19" E. 147.42 feet along the easterly line of said Lot 1A to intersect the northeasterly edge of an existing concrete walk; thence N. 44°48'54" W. 66.68 feet along said northeasterly edge; thence N. 87°19'39" W. 38.51 feet; thence N. 35°11'35" W. 22.50 feet; thence N. 75°37'29" E. 32.72 feet; thence S. 86°51'36" E. 26.92 feet; thence N. 22°23'56" E. 79.27 feet to a northerly line of said Lot 1A, thence S. 89°51'15" E. 7.38 feet along said northerly line to the **Point of Beginning**.

The above-described lease area contains 5,160 square feet in area or 0.118 acres, more or less.

BALANCE: The sum of the above described two (2) park lease areas contain 114,046 square feet in area or 0.2.618 acres more or less.

BASIS OF BEARING: S. 89°51'15" E. along the Quarter Section line between the Center of Section 27 and the East Quarter Corner of said Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian.



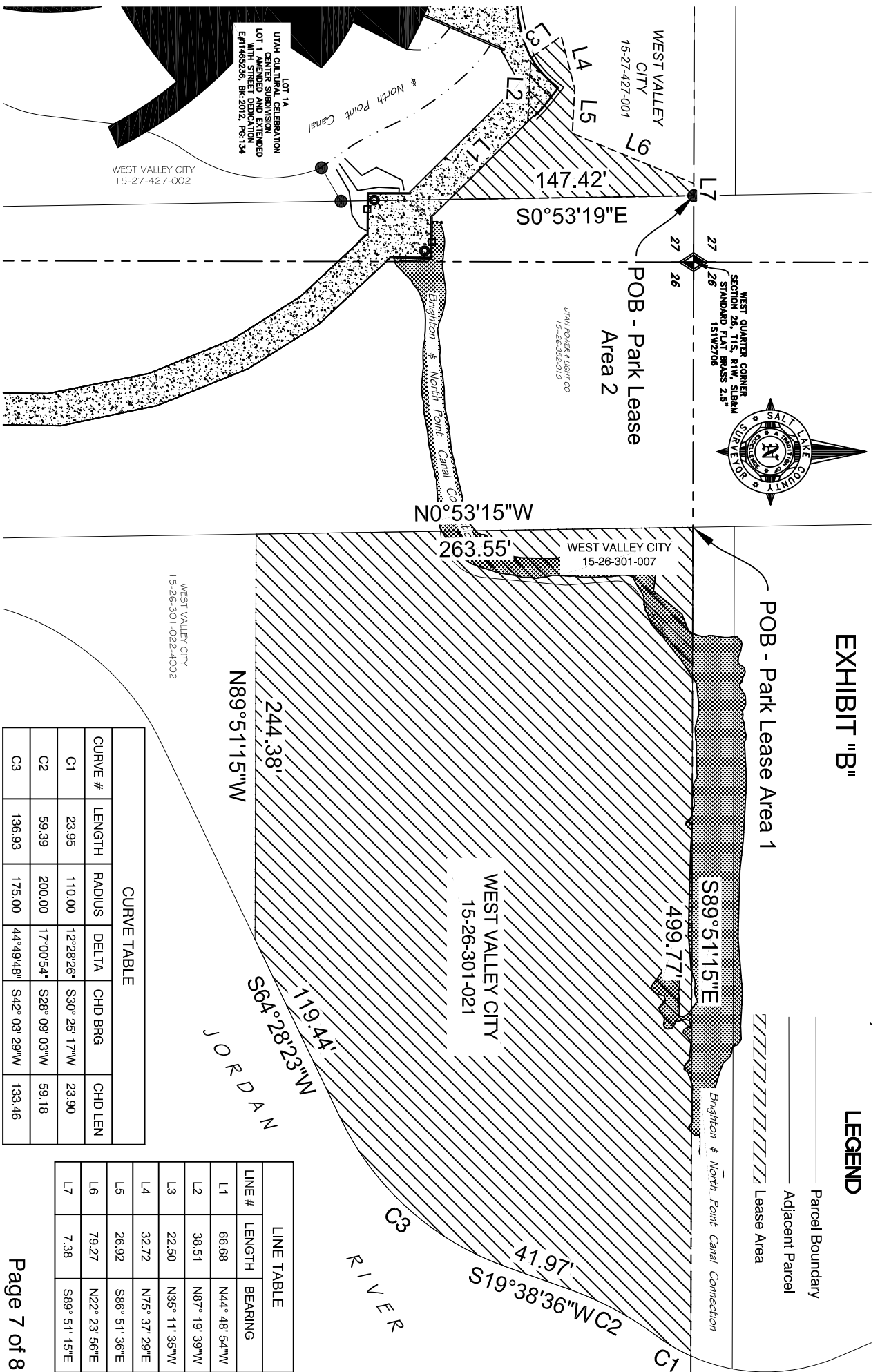
PIONEER CROSSING PARK
WEST VALLEY CITY LEASE AGREEMENT

Prepared for:
S.L.Co. Parks & Recreation
SE 1/4 Section 27 and SW 1/4 Section 26, T.1S, R.1W, S.L.B.&M.
Work Order No. W021519077

EXHIBIT "B"

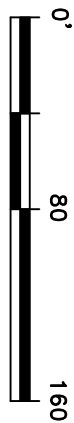
LEGEND

- Parcel Boundary
- Adjacent Parcel
- Lease Area



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	23.95	110.00	$12^{\circ}28'26''$	$S30^{\circ}25'17''W$	23.90
C2	59.39	200.00	$17^{\circ}00'54''$	$S28^{\circ}09'03''W$	59.18
C3	136.93	175.00	$44^{\circ}49'48''$	$S42^{\circ}03'29''W$	133.46

LINE TABLE		
LINE #	LENGTH	BEARING
L1	66.68	$N44^{\circ}48'54''W$
L2	38.51	$N87^{\circ}19'39''W$
L3	22.50	$N35^{\circ}11'35''W$
L4	32.72	$N75^{\circ}37'29''E$
L5	26.92	$S86^{\circ}51'38''E$
L6	79.27	$N22^{\circ}23'56''E$
L7	7.38	$S89^{\circ}51'15''E$



Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor
2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Prepared By: BFM Date: 11/22/2021
Checked By: SVK Date: 11/22/2021
Revised By: SVK Date: 12/23/2021

