

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION AND DELIVERY OF A COOPERATIVE AGREEMENT BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION AND SALT LAKE COUNTY AND RELATED DOCUMENTS, AFFECTING A PORTION OF THE JORDAN RIVER TRAIL IN BLUFFDALE, UTAH

RECITALS

A. Salt Lake County (“the County”) has constructed and maintains portions of the Jordan River Trail (the “Trail”) in Bluffdale, Utah.

B. The Trail is located on several easements over property presently owned by PacifiCorp (also known as Rocky Mountain Power (“RMP”)), Bluffdale City (the “Bluffdale”), the Jordan Valley Water Conservancy District (the “District”), and Utah Department of Transportation (“UDOT”).

C. UDOT has a construction project known as Porter Rockwell Boulevard in this area (the “Project”) and, as part of the Project, has recently acquired some property from the District where the Trail is located (the “District Property”).

D. To complete the Project, UDOT needs to relocate portions of the Trail. To relocate the Trail and construct the Project, UDOT has or will acquire easements for the benefit of the County from RMP (the “RMP Easement”) and Bluffdale (the “Bluffdale Easement”), will grant a perpetual license to the County on the property UDOT now owns (the “Perpetual License”), and will work with the District for the new Trail locations on the property retained by the District.

E. In addition, UDOT needs to acquire a temporary construction easement (the “Temporary Construction Easement”) from the County to construct or reconstruct a portion of the Trail on adjacent property owned by the County. UDOT has prepared a Right-of-Way

Purchase Contract for the acquisition of the Temporary Construction Easement.

F. With the acquisition of District Property and the relocation of the Trail on the District Property, UDOT has asked the County to release its easements within the District Property by signing a recordable document (the “Relinquishment of Easement”) in exchange for, among other things, the Perpetual License.

G. UDOT has prepared a Cooperative Agreement (the “Agreement”) to address the construction of the Trail and the acquisition of the exchange of the RMP Easement, the Bluffdale Easement, and the Perpetual License in exchange for the Temporary Construction Easement and the Relinquishment of Easement. The exchange in value of these interests and the work to be performed by UDOT for the benefit of the County, including the relocation of the Trail, has been reviewed and approved by the Salt Lake County Real Estate Division as full and adequate consideration.

H. It has been determined that the best interests of the County and the general public will be served by executing the Agreement and related documents, including the Perpetual License Agreement, the Relinquishment of Easement, Right-of-Way Contract, and the Temporary Construction Easement, in accordance with the Agreement. These actions will be in compliance with all applicable state statutes and county ordinances.

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

IT IS FURTHER RESOLVED by the Salt Lake County Council that, should all of the applicable terms and conditions of the Agreement be complied with, the Mayor and County Clerk are hereby authorized, consistent with the terms of the Agreement, to execute the Perpetual

License Agreement (attached as Exhibit B to the Agreement), the Relinquishment of Easement (attached as Exhibit C to the Perpetual License Agreement), the Right-of-Way Contract (attached as Exhibit 2) and the Temporary Construction Easement (attached hereto as Exhibit 3), in forms substantially similar to those attached hereto and to deliver the fully executed documents to the Salt Lake County Real Estate Division for delivery to the UDOT.

IT IS FURTHER RESOLVED by the Salt Lake County Council that, should all of the applicable terms and conditions of the Agreement be complied with, the County will accept the Bluffdale Easement and the RMP Easement and the Mayor is hereby authorized, consistent with the terms of the Agreement, to execute the RMP Easement, in a form substantially similar to the one attached hereto as Exhibit 4.

APPROVED and ADOPTED this _____ day of _____, 2020.

SALT LAKE COUNTY COUNCIL

By: _____
Max Burdick, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Ghorbani voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____

EXHIBIT 1

(Cooperative Agreement)

SALT LAKE COUNTY COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT, is made by and between the **Utah Department of Transportation**, (“UDOT”), and **Salt Lake County**, a municipal corporation of the State of Utah, (“County”). Each as party, (“Party”) and together as parties, (“Parties”).

RECITALS

WHEREAS, UDOT is preparing to request proposals for and award a design-build contract for the highway project identified as Project Number S-R299 (261), Porter Rockwell (Bridge) in Salt Lake County, Utah, (“Project”); and

WHEREAS, the design-build contractor will complete the design and administer construction of the Project (“Design-Builder”); and

WHEREAS, UDOT has identified County owned trails (“Facility or Facilities”) within the limits of the Project which may necessitate the relocation, protection, or adjustment of the Facilities, (“Third-Party Work”); and

WHEREAS, the County desires for UDOT to design and perform the Third-Party Work on the County’s Facilities necessitated by the Project; and

WHEREAS, the County will perform the necessary design review and inspection to accommodate the Project.

THIS AGREEMENT is made to set out the terms and conditions for the Third-Party Work that shall be performed.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. CONTACT INFORMATION

UDOT's Project Representative is Brian Allen, UDOT Project Manager, telephone number (385) 414-1092, and e-mail brianja@utah.gov.

UDOT's Resident Engineer is Blake Pando, telephone number (801) 518-0153, and e-mail bpando@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative contact person will be identified in subsequent Project agreements.

The County's contact person is Angelo Calacino, telephone number (801) 468-1818, and e-mail acalacino@slco.org.

After awarding the Project, UDOT will provide the County with the Design-Builder contact information, ("Design-Builder Project Representative").

2. PROJECT COORDINATION

UDOT shall include items of Third-Party Work for relocating and adjusting County's Facilities in the Project.

During the procurement phase for a Design-Builder, the County and UDOT shall consult as necessary to review Alternative Technical Concepts (ATC's) submitted by design-build proposers.

During the development of the Project design, the County and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the County's Facilities can be avoided. If Third-Party Work for the County's Facilities is required by the Project, UDOT will be responsible to identify the conflicts and to design and construct the Third-Party Work of the County's Facilities. The County will perform the necessary design reviews prior to the start of Third-Party Work. UDOT's Project Representative will be responsible for coordinating with other Third-Parties as it relates to the County's Facilities.

3. COUNTY REQUIREMENTS

UDOT will comply with the following County requirements:

- a. Use the following Salt Lake County Standard Drawings and Specifications described below and attached in Exhibit A, incorporated by reference:
 - i. 2 Rail Fence Detail
 - ii. Jordan River Trail Project Design Criteria Form
 - iii. Project Specific Trail Construction Requirements
 - iv. Equestrian Trail Cross Section
 - v. Asphalt Paved Trail Cross Section
- b. Supply as-constructed plans in AutoCAD and PDF format to the County upon completion of all Third-Party Work.
- c. Provide a 10' wide paved trail with a 5' wide horse trail (15' wide total trail footprint).
- d. Provide a minimum trail vertical clearance of 14' to overhead structures.
- e. Provide a trail pavement section of 4-inches HMA with 8-inches UTBC to hold maintenance vehicle loading (see the Asphalt Paved Trail Cross Section in Exhibit A, incorporated by reference, but use the pavement section described in this paragraph in place of the pavement section shown in the Asphalt Paved Trail Cross Section).
- f. Provide trail detour around project work for the duration of construction until new trail alignment reaches substantial completion.
- g. If a box culvert is used, provide a minimum clearance envelope of 20-ft wide x 14-ft high if the structure length is less than or equal to 150-ft. If the box culverts structure length is greater than 150-ft, provide a minimum clearance envelope of 25-ft wide x 14-ft high

4. UDOT TO DESIGN AND CONSTRUCT COUNTY'S THIRD-PARTY WORK

UDOT will schedule and meet with the County to review the design and scheduling of the Third-Party Work for the County's Facilities at specific locations on the Project to ensure maximum lead time for advance order of materials and workforce scheduling.

UDOT will design the Third-Party Work in accordance with the County's standards, Federal Class 1 Federal Trail Standards, and APWA Standard Plans & Specifications, 2017 update as regularly followed by the County in its own work and not considered a betterment. In the event of a conflict between UDOT, APWA, Federal Class 1 Federal Trail Standards and County standards, the higher standard will be applied.

- a. UDOT will secure permits, if required, for Third-Party Work on County's Facilities.
- b. The County will review and approve design plans within **2 weeks** from the time UDOT delivers the design plans to the County.
- c. UDOT will notify the County at least **2 business days** in advance of beginning any Third-Party Work, to allow the County time to schedule an inspector to be present during the Third-Party Work. Subsequent notification of when and

where Third-Party Work will be performed will be given on a day-to-day basis.

5. RIGHT-OF-WAY

On behalf of the County, UDOT will purchase or otherwise acquire easements as shown in Exhibit C from (1) Bluffdale City (Parcel 201:EC) for a trail over property owned by the City, and (2) Rocky Mountain Power (Parcel 209:EC) to relocate portions of the trail that are on property owned by Rocky Mountain Power. The County shall review and approve any document obtained by UDOT for the creation of Rocky Mountain Power (Parcel 209:EC) easements before such documents are recorded. UDOT will provide a copy of the trail easements granted by Bluffdale City to the County. These easements are on property that is immediately adjacent to the right-of-way UDOT has acquired for the Project. The Jordan River Trail will be relocated as part of UDOT's project within the area shown in Exhibit C. Once the trail location has been finalized, UDOT shall grant a perpetual license to the County for the portion of the relocated trail that shall be constructed by UDOT within the right-of-way that it has acquired for the Project. The form of the license shall be in substantially the same form as the document attached hereto as Exhibit B. The areas where this license and these easements may be located are generally depicted on the map attached hereto as Exhibit C as UDOT Property, Rocky Mountain Power Property, or Bluffdale City Property. In exchange for the license, these easements, and UDOT's construction of the relocated trail as provided herein, the County shall grant UDOT a temporary construction easement over property owned by the County to permit UDOT's construction of the trail on the County's property adjacent to the property owned by Bluffdale City (Parcel 203:E) and shall release any of its trail easements (Parcels 206B:RE) located within the area UDOT has acquired from Jordan Valley Water Conservancy District for the right-of-way. The documents for the Bluffdale City Easement (Parcel 201:EC), the Rocky Mountain Power easement (Parcel 209:EC), the temporary construction easement (Parcel 203:E); the Perpetual License Agreement (location not yet designated but approximately shown on Exhibit C) will be recorded before or simultaneously with the Relinquishment of Easement (Parcels 206B:RE). UDOT will allow the new trail across its right-of-way to maintain the connectivity of the existing trail system.

Because UDOT will be relocating the trail as part of the Project on Jordan Valley Water Conservancy District's property, the County gives its consent to Jordan Valley Water Conservancy District to work with UDOT for the relocation of the trail as part of the Project and Jordan Valley Water Conservancy District granting UDOT easements for the Project in compliance with paragraph three of the Pipeline and Trail Easement Agreement dated February 24, 2015 as shown in Exhibit D, incorporated by reference.

6. COUNTY TO NOTIFY UDOT

County's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site for verification of inspecting Third-Party Work. County's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

7. INSPECTION

The County shall provide on-call engineering support by the County engineer or appropriate representative for design review, schedule coordination, or to correct or clarify issues during Third-Party Work, and to perform the necessary inspection on the County's Facilities installed by UDOT.

- a. The County engineer and/or inspector shall work with and through UDOT's Field Representative and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so. UDOT will accomplish the Third-Party Work covered herein on County's Facilities in accordance with the plans and specifications provided and/or approved by the County, including changes or additions to the plans and specifications, which are approved by the Parties hereto.
- b. The County shall immediately notify UDOT's Field Representative of any deficiencies in the Third-Party Work on the County's Facilities. The County shall follow up with written detail to UDOT's Project Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to the County's concerns within 24-hours of written notification.
- d. The County, through its inspection of the Third-Party Work, will provide UDOT's Field Representative with information covering any problems or concerns the County may have with acceptance of the facilities upon completion of the Third-Party Work.
- e. Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Third-Party Work does not relieve the County of its duty in the performance of the Third-Party Work or to ensure compliance with acceptable standards.

8. DAILY RECORDKEEPING

UDOT shall keep daily records of onsite activities. The County shall also keep records of its onsite activities that will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The onsite activities records shall be signed by UDOT's Field Representative or their authorized representatives and by the County or its authorized representatives. Copies of all onsite activities records shall be retained by the Parties to this Agreement.

9. REIMBURSEMENT

UDOT will not reimburse the County for costs incurred by County personnel for design review, observation, and inspection performed as part of their regularly assigned duties. Should it become necessary for the County to procure outside professional services to perform design review, observation, or inspection to accommodate the Third-Party Work and Project schedule, the County shall notify UDOT. Upon concurrence by UDOT, the County may procure outside services through appropriate procurement.

10. **SUBMITTAL OF ITEMIZED BILLS**

The County shall submit itemized bills covering the actual costs incurred for outside services to perform design review, oversight, and inspection work covered by Project agreements to:

UDOT Contracts and Compliance Specialist
4501 South 2700 West
Construction Office, Box 148220
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project and Project agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Project agreement and be submitted to UDOT within **60 days** following completion of outside services by the County on the Project. Otherwise, previous payments to the County may be considered final, except as agreed to between the Parties in advance.

UDOT will reimburse the County within **60 days** after receipt of the billings, but only for items that are necessary and reasonable for the relocation of the Facilities caused by the Project. Failure on the part of the County to submit final billings within **6 months** of the completion of outside services will result in UDOT's disallowance of that portion of outside services performed by the County.

11. **ACCEPTANCE AND MAINTENANCE**

UDOT will provide notification to the County for acceptance of the Third-Party Work upon completion of the final inspection. The County will have 60 days to respond in writing to UDOT with any additional comments regarding the Third-Party Work. If after 60 days from receiving this notification, the County has not objected in writing to any Third-Party Work, the County shall be deemed to have accepted the Third-Party Work. Upon completion and approval or deemed approval of the Third-Party Work on the County Facilities by UDOT, the County will accept, own, and maintain its Facilities, including within UDOT's right-of-way. Any future relocation of the trail by UDOT to accommodate a future UDOT project will require the County's prior written approval. The County shall be the sole owner of the Facilities upon completion and acceptance of the Project unless otherwise agreed to by the Parties. To the extent it may lawfully do so, County further agrees to relieve UDOT from any responsibility or liability that may result from its Facilities or the operation thereof for claims that may arise after the completion and acceptance of the Facilities.

12. **ACCESS**

The County will allow construction access for the Project along the existing Jordan River Trail. Construction vehicles using the existing Jordan River Trail for access shall be limited to Single Unit Trucks or smaller. UDOT's Design Builder will repair any damage to the existing Jordan River Trail caused by construction vehicles.

13. **INDEMNIFICATION**

UDOT and the County are both governmental entities subject to the Governmental Immunity Act. Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

14. **MISCELLANEOUS**

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and County.

- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- e. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- g. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- h. The date of this agreement is the date this agreement is signed by the last Party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Recommended For Approval:

Salt Lake County

Title: Director of Parks and Recreation

Title: _____

Date:

Date:

Approved as to Form

Title: Deputy District Attorney

Date: April 17, 2020
.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Region Director

Date: _____

Date: _____

Approved as to Form

Comptroller Office

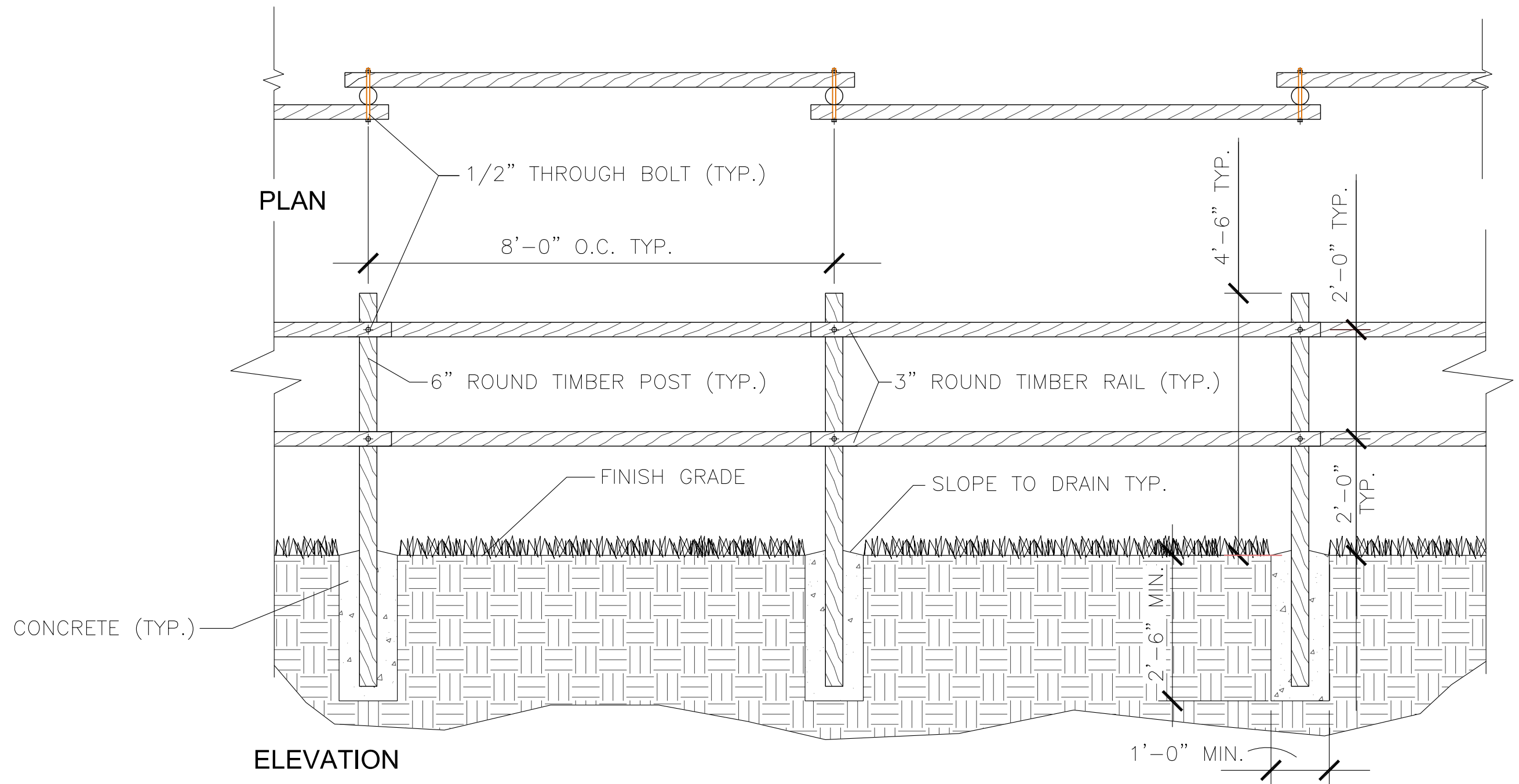
Title: Assistant Attorney General

Title: Contract Administrator

Date: _____

Date: _____

EXHIBIT A
DESIGN STANDARDS



00 **2 RAIL FENCE**
 No Scale

ROADWAY NAME Jordan River Trail

ROADWAY CHARACTERISTICS AND TRAFFIC DATA

Functional Class	Trail			Pavement Type	HMA
Design Vehicle	Passenger Car (P)			Terrain	Rolling
Latest Year	2020	AADT=	NA	Latest Truck %	NA
Design Year	2040	AADT=	NA	Projected Truck %	NA
Posted Speed	20 mph			Design Speed	20 mph
No. of Lanes (Typ)	2			Curb & Gutter (Typ)	None
Pavement Width (Typ)	10	ft		Park Strip Width (Typ)	NA ft
Shoulder Width (Typ)	2.5	ft		Sidewalk Width (Typ)	NA ft

Comments

Construct a 5' wide equestrian path adjacent to the Jordan River Trail. Refer to the Typical Sections in Part 7 for pavement requirements.

Refer to the Document Priority Section in the Introduction of the Roadway Design Manual for Design Criteria Order of Precedence

FHWA Controlling Criteria		Existing	UDOT Standard	RFP Requirement	Design Exception	References	Date of Decision, Comments
Design Speed	Speed	20 mph	20 mph	20 mph	Not Required	GBF (Bike) 5.2.4	
Design Loading Structural Capacity	Design Loading	65 psf	65 psf min, 85 psf desirable	85 psf	Not Required	AASHTO (Ped Bridges) & AASHTO LRFD	
UDOT Design Documentation		Existing	UDOT Standard	RFP Requirement		References	Date of Decision, Comments
Lane Width	Mainline	5.0 ft	5.0 ft	5.0 ft		GBF (Bike) 5.2.1	
	LT Turn	NA	NA	NA			
	RT Turn	NA	NA	NA			
Shoulder Width	Outside	2.0 ft	2.0 ft	2.5 ft		GBF (Bike) 5.2.1	
	Inside	NA	NA	NA			
	Barrier	NA	NA	NA			
Horizontal Curve Radius	Min Radii (20° Lean Angle)	74 ft	74 ft	74 ft		GBF (Bike) 5.2.5	
Superelevation Rate	Max Super	2.0%	2.0%	2.0%		GBF (Bike) 5.2.6	
Maximum Grade	Max Grade	8.0%	5.0%	5.0%		GBF (Bike) 5.2.7	
Cross Slope	Cross Slope	2.0%	1.5% to 2%	1.5% to 2%		GBF (Bike) 5.2.6	
Stopping-Sight Distance	Min	130 ft	130 ft	130 ft		GBF (Bike) 5.2.8	Minimum SSD varies depending on trail grade

Vertical Clearance	Min	14.0 ft	10 ft	14.0 ft	GBF (Bike) 5.2.10	14-ft minimum required for equestrians
Lateral Offset to Obstruction	Min	2.0 ft	2.0 ft	2.0 ft	GBF (Bike) 5.2.1	
Vertical Alignment	Sag Curve Min. K	17	17	17	GBF Sag 3-176 (T. 3-37); GBF (Bike) 5.2.8	Minimum crest curve length varies depending on trail grades
	Crest Min. L	55 ft	55 ft	55 ft		

SECTION 32 12 18

PROJECT SPECIFIC TRAIL CONSTRUCTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Engineered Wood Fiber Surfacing – Equestrian Mix Wood Chips

1.3 SAMPLES & SUBMITTALS

- A. Samples of materials listed below shall be submitted to the Owner's representative for inspection and approval prior to the beginning of work under this contract.
- B. Delivery of materials may begin only after samples have been approved. Materials furnished for the work shall conform in every respect to the approved samples. Non-conforming materials will be rejected.

PART 2 - PRODUCTS

2.2 ENGINEERED WOOD FIBER SURFACING – EQUESTRIAN MIX

- A. Manufacturers
 - 1. Sof Fall, PO Box 667, Draper, Utah 84020. Toll Free (800) 523-8690
Website www.sof-solutions.com
 - 2. Or approved equal.
- B. Product is manufactured crushed wood fiber comprised of a mix of soft and/or hard woods, consisting of randomly sized wood fibers that do not exceed 1.5" in length and containing 10% to 20% fines to aid in compaction.
- C. Product must prove to be non-toxic. It may not contain recycled wood products, wood containing paint, chemicals or additives. Bidder to provide toxicity test data.
- D. Product to be free of bark, twigs, leaf debris, other organic material and certify that it is non-flammable. (Test data available upon request.)
- E. Product depth per plan.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine area and conditions for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.
- B. Verify drawing dimensions with actual field conditions.

- C. Report to the Owner conditions which prevent proper execution of this work or that are different from those shown. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 COORDINATION

- A. The contractor shall coordinate his work with that of other contractors on site, and shall cooperate to the fullest extent to see that the work is completed in a timely and workmanship like manner.

3.3 INSTALLATION

- A. Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated on drawings.

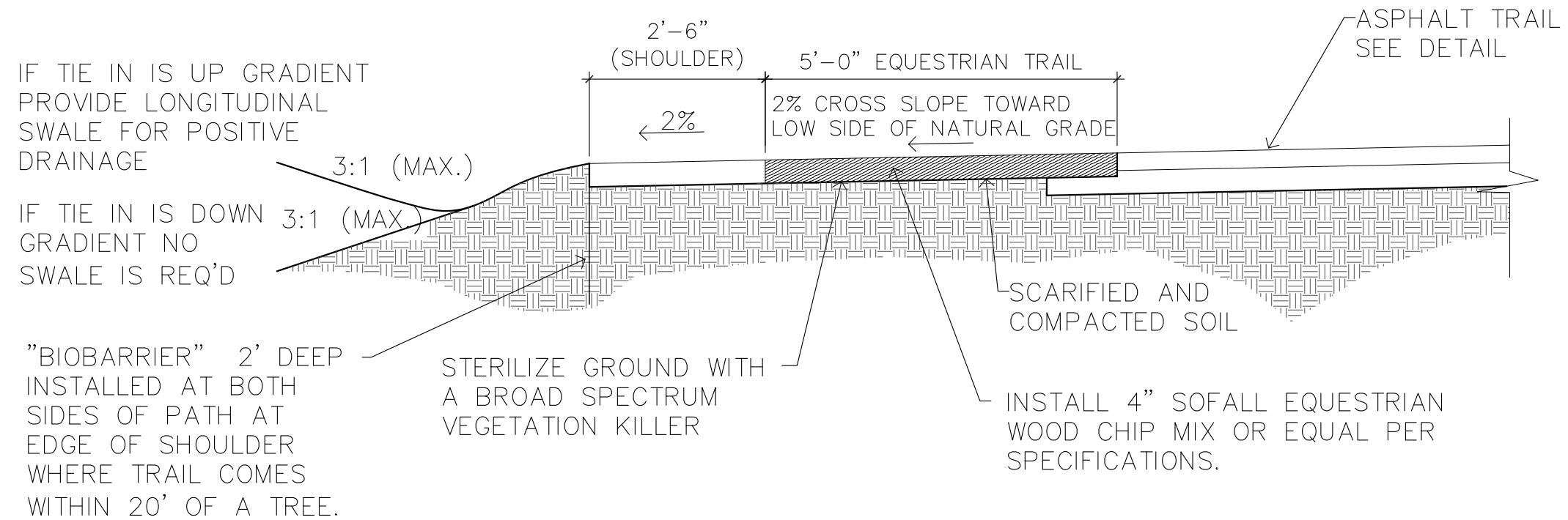
3.4 GUARANTEE

- A. Contractor will furnish and deliver standard written manufacturer's guarantee in Owner's name covering materials and workmanship under this Division 2 section, in addition to, and not in lieu of, other liabilities, which the contractor may have by law or other provisions of the contract documents.
- B. Contractor shall pay for repairs of damage to any part of the project, or caused by defects in his work and for repair to the materials or equipment caused by replacement. Complete repairs to the satisfaction of the authorized Owner's Representative.
- C. Replace any part of the work installed under this contract requiring excessive maintenance. Work of this nature will be considered defective. Replace at no cost to the Owner upon notification during the one-year guarantee period.

3.5 CLEANING

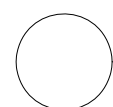
- A. Keep areas of work clean, neat and orderly at all times.
- B. Clean up and remove debris from the work area to satisfaction of owner prior to final acceptance.

END OF SECTION



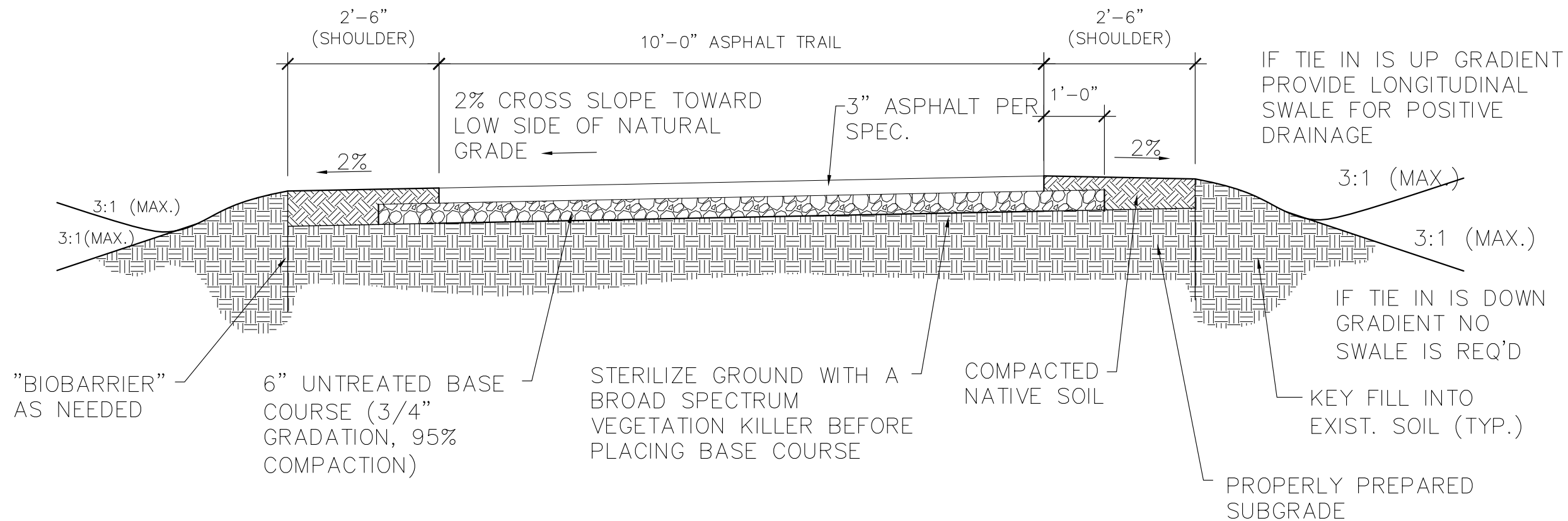
EQUESTRIAN TRAIL NOTES:

1. TRAIL TO FOLLOW GENERAL SLOPES OF THE ADJACENT NATURAL TERRAIN WITHIN LIMITS OF ACCEPTABLE SLOPE REQUIREMENTS.
2. SCRAPE OFF EXISTING VEGETATION IN PATH AREA AND REMOVE.
3. SCARIFY SOIL IN PATH AREA AND COMPACT TO MINIMUM 90% MAXIMUM DRY DENSITY PER ASTM D 1557.
4. FILL SHALL BE KEYED INTO EXISTING SOIL AT EDGES OF SOIL PLACEMENT.
5. THE MAXIMUM CUT OR FILL SLOPE SHALL BE 3 HORIZONTAL TO 1 VERTICAL.
6. STOCKPILED TOPSOIL SHALL BE PLACED IN DISTURBED AREAS UPON COMPLETION OF PATH GRADING TO AID IN RE-VEGETATION.
7. PLACED TOPSOIL SHALL BE 4-6 INCHES DEEP.
8. ALL TOPSOIL SHALL REMAIN THE PROPERTY OF THE OWNER.
9. PRE-EMERGENT SHALL BE APPLIED TO SUBGRADE BEFORE INSTALLATION OF WOOD CHIPS.
10. FINAL APPLICATION OF PRE-EMERGENT SHALL BE APPLIED TO FINISH GRADE AFTER INSTALLATION OF WOOD CHIPS IS WATER SETTLED AND ROLLED SMOOTH AND UNIFORM.



EQUESTRIAN TRAIL CROSS SECTION

SCALE: 1/2" = 1'-0"



PAVED TRAIL NOTES:

1. TRAIL TO FOLLOW GENERAL SLOPES OF THE ADJACENT NATURAL TERRAIN WITHIN LIMITS OF ACCEPTABLE SLOPE REQUIREMENTS.
2. SCRAPE OFF EXISTING TOPSOIL IN PATH AREA AND STOCKPILE FOR RE-USE. SOIL TO REMAIN THE PROPERTY OF OWNER.
3. SCARIFY SOIL IN PATH AREA AND COMPACT TO MINIMUM 90% MAXIMUM DRY DENSITY PER ASTM D 1557.
4. GRANULAR BORROW AND UNTREATED BASE (UTB) SHALL BE COMPACTED TO MINIMUM 95% MAXIMUM DRY DENSITY PER ASTM D 1557.
5. ASPHALT PATH TO BE COMPACTED PER SPECIFICATIONS.
6. FILL SHALL BE KEYED INTO EXISTING SOIL AT EDGES OF SOIL PLACEMENT.
7. COMPACTED UNTREATED BASE SHALL EXTEND 12" EACH SIDE OF THE PATH FOR A SHOULDER AND SHALL BE GRADED AT 2% CROSS SLOPE FOR DRAINAGE.
8. THE MAXIMUM CUT OR FILL SLOPE SHALL BE 3 HORIZONTAL TO 1 VERTICAL.
9. IF THE CUT OR FILL SLOPE IS 4 HORIZONTAL TO 1 VERTICAL OR GREATER IT SHALL BE PROTECTED WITH AN EROSION CONTROL BLANKET.
10. STOCKPILED TOPSOIL SHALL BE PLACED IN DISTURBED AREAS UPON COMPLETION OF PATH GRADING TO AID IN RE-VEGETATION.
11. PLACED TOPSOIL SHALL BE 4-6 INCHES DEEP.
12. AT THE EDGE OF THE SHOULDERS "BIOBARRIER" SHALL BE INSTALLED AT 1" BELOW FINISH GRADE AND TO A 24 INCH DEPTH BELOW FINISH GRADE PER SPECIFICATIONS WHERE TRAIL COMES WITHIN 20- FEET OF A TREE. TO BE DETERMINED ON A CASE-BY-CASE BASIS.

○ **ASPHALT PAVED TRAIL CROSS SECTION**

SCALE: 1/2" = 1'-0"

EXHIBIT B
DRAFT LICENSE AGREEMENT



WHEN RECORDED, MAIL TO:

Utah Department of Transportation
Right-of-way, Fourth Floor
Box 148420
4501 South 2700 West
Salt Lake City, Utah 84114-8420

UDOT Parcel # R299:207
TAX ID. NO.

PERPETUAL LICENSE AGREEMENT

THIS PERPETUAL LICENSE AGREEMENT (“Agreement”) by and between the Utah Department of Transportation, an agency of the State of Utah (“UDOT”) and Salt Lake County, a body corporate and politic of the State of Utah (“County”), Each as party, (“Party”) and together as parties, (“Parties”).

RECITALS

UDOT is preparing engineering plans, specifications, and cost estimates to construct a project identified as Porter Rockwell (Bridge); S-R299(261) in Bluffdale, Salt Lake County, Utah (“Project”).

The County has an easement allowing it the right to construct, operate and maintain a multi-use trail and all appurtenant facilities, over and through certain property located in Salt Lake County, Utah, (“Easement”) which includes an area to be utilized by UDOT for the Project. The Easement is recorded as Entry No. 11999971, in the office of the Salt Lake County Recorder, State of Utah.

UDOT has requested the County release to UDOT that portion of the Easement that is located within the Project area in exchange for UDOT’s execution and delivery of this Agreement.

The County is willing to release that portion of the Easement, which is located within the Project area upon the terms and conditions contained in this Agreement.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. The recitals set forth above are hereby incorporated by reference into the terms of this Agreement.
2. UDOT hereby licenses the County, its successors and assigns, the right to access, operate, maintain, repair, alter, enlarge, inspect, relocate, loop and replace the 20-ft multi-use trail and all appurtenant facilities identified as the Jordan River Trail (“Facilities”), across/within the highway right-of-way owned by UDOT at the location as constructed by, and at the sole expense of, UDOT. The legal description of this area is attached hereto as

Exhibit A and a map depicting this area is attached hereto as Exhibit B. This is a perpetual license. UDOT will maintain a box culvert or bridge structure as applicable and the County will pay for ongoing lighting costs and maintain the multi-use trail, including cleaning the trail through the box culvert or under the bridge structure (if applicable).

3. In exchange for the license to operate its Facilities, that portion of the Easement owned by the County, which is located within the highway right-of-way, will be released to UDOT by the County, by recording a Relinquishment of Easement in substantially the same form as the document attached hereto as Exhibit C.
4. UDOT will reimburse the County 100% of the construction costs of any future relocation the County's Facilities described in this Agreement as may be required by UDOT for the use, improvement, construction or operation of the state highway.
5. Except for ordinary operation and maintenance, without accessing their Facilities from the state highway, or in cases of emergency, access to Facilities within the UDOT right-of-way from the state highway shall be allowed only by a permit issued by UDOT to the County.
6. This Agreement may only terminate in the event the County discontinues use of all of its Facilities within the licensed area described herein for a period of 3 years. UDOT may contact the County in writing at the end of the 3-year period to confirm the Facilities have been discontinued. The County will have 30 days to respond to UDOT to confirm the discontinuation of the Facilities before this agreement terminates. If the County does not respond within 30 days or the County confirms the discontinued use, the Agreement will terminate.
7. This Agreement is subject to allowing the Jordan Valley Water Conservancy District all the rights described in existing Pipeline and Trail Easement Agreement between the County and District dated February 24, 2015.
8. This Agreement may not be assigned without the written consent of UDOT.
9. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
10. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
11. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.
12. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and County.

13. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects.
14. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
15. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
16. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
17. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
18. UDOT and the County are both governmental entities subject to the Utah Governmental Immunity Act. Each Party agrees to indemnify, defend and save harmless the other Party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly-authorized representatives. The date of this Agreement is the date this Agreement is signed by the last Party.

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Director, Right of Way and Property Management

Date: _____

UDOT ACKNOWLEDGEMENT

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

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of the Utah Department of Transportation, an agency of the state of Utah and the instrument was signed on behalf of UDOT.

Notary Public



SALT LAKE COUNTY

By: *Exhibit Only - Do Not Sign

Mayor or Designee

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

On this _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she 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

EXHIBIT A
LICENSE DESCRIPTION

**EXHIBIT B
LICENSE MAP**

EXHIBIT C
RELEASE OF EASEMENT

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
Salt Lake County
Real Estate, Third Floor
2001 South State Street
Salt Lake City, Utah 84114

Relinquishment of Easement

Salt Lake County

Tax ID No. 33-22-200-024
33-22-200-028
PIN No. 15670
Project No. S-R299(261)
Parcel No. R299:206B:RE

Salt Lake County, a body corporate and politic of the state of Utah, hereby RELEASES AND RELINQUISHES to UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN(\$10.00) Dollars, and other good and valuable considerations, all rights, title and interest granted to Salt Lake County in and to a portion of a public trail easement (the "Easement") as described in a Pipeline and Trail Easement Agreement executed the 24th day of February, 2015, by Jordan Valley Water Conservancy District (the "Agreement"); said Agreement was recorded as Entry No. 11999971 in Book No. 10299 at Page No. 5816 in the office of the Salt Lake County Recorder; the portion of said Easement hereby released and reconveyed is over and upon the following two (2) described parcels of land in Salt Lake County, State of Utah, to wit:

Tax ID: 33-22-200-024

A partial release of the Easement described in the Agreement, said Easement being a part of that entire tract of land described in that Warranty Deed recorded 14 July, 2014 as Entry No. 11880282 in Book 10245, at Page 1551 in the Office of the Salt Lake County Recorder. Said Easement is located in the Northeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said partial release of easement is described as follows:

Beginning at a point in the northerly boundary line of said tract at a point 120.12 feet perpendicularly distant southerly from the right of way control line of said Project, opposite approximate Engineers Station

120+53.11, which point is 951.13 feet S.89°43'00"E. along the Section line and 457.23 feet South from the North Quarter Corner of Section 22 Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence the following two (2) courses and distances along the northerly boundary line of said tract: (1) N.55°00'55"E. 65.50 feet to a point of curvature of a non-tangent curve to the left with a radius of 1250.00 feet; (2) thence easterly along said curve with an arc length of 255.04 feet, chord bears N.75°03'29"E. 254.60 feet to the northeasterly corner of said entire tract at a point 101.00 feet perpendicularly distant southerly from the right of way control line of said Project, opposite Engineers Station 123+69.45; thence along the easterly and a southerly boundary line of said entire tract the following two (2) courses and distances: (1) S.20°21'46"W. 130.31 feet to a point 206.54 feet perpendicularly distant southerly from the right of way control line of said Project, opposite Engineers Station 122+93.04; (2) thence S.65°48'43"W. 69.41 feet; thence N.07°25'26"E. 101.05 feet; thence S.71°16'14"W. 215.47 feet to a point in the westerly boundary line of said entire tract at a point 135.91 feet perpendicularly distant southerly from the right of way control line of said Project, opposite Engineers Station 120+48.71; thence N.00°02'17"E. 16.38 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described partial release of easement contains 13,726 square feet in area or 0.308 acre.

Basis of Bearing is S.89°43'00"E between the North Quarter Corner and Northeast Corner of Section 22 T4.S, R1.W, SLB&M

ALSO:

Tax ID: 33-22-200-028

A partial release of the Easement described in the Agreement, said Easement being a part of that entire tract of land described in that Warranty Deed recorded 03 October, 2014 as Entry No. 11924471 in Book 10265, at Page 3975 in the Office of the Salt Lake County Recorder. Said Easement is located in the Northeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said partial release of easement is described as follows:

Beginning in the northerly boundary line of said entire tract at a point 236.00 feet perpendicularly distant northerly from the right of way control line of said Project, opposite approximate Engineers Station 124+73.35; which point is 1260.57 feet S.89°43'00"E. along the Section line from the North Quarter Corner of said Section 22; and running thence S.89°43'00"E. 37.20 feet along said northerly boundary line to the northeast corner of said entire tract at a point 225.85 feet perpendicularly distant northerly from the right of way control line of said Project, opposite Engineers Station 125+09.14; thence the following three (3) courses and distances along the easterly and southerly boundary line of said entire tract (1) S.13°41'17"E. 140.27 feet; (2) thence S.20°21'46"W. 141.48 feet; (3) thence S.62°42'09"W. 273.80 feet to the southwest corner of said entire tract at a point 84.72 feet perpendicularly distant southerly from the right of way control line of said Project, opposite Engineers Station 121+53.56; thence N.17°47'05"E. 194.15 feet along the westerly boundary line of said entire tract to a point 77.50 feet perpendicularly distant northerly from the right of way control line of said Project, opposite Engineers Station 122+60.26; thence N.74°27'23"E. 158.78 feet parallel with said control line to a point 77.50 feet perpendicularly distant northerly from the right of way control line of said Project, opposite Engineers Station 124+19.02; thence N.03°22'30"E. 167.55 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described partial release of easement contains 40,874 square feet in area or 0.938 acre.

The above described combined easements contain 54,600 square feet in area or 1.253 acres

Basis of Bearing is S.89°43'00"E between the North Quarter Corner and Northeast Corner of Section 22 T4.S, R1.W, SLB&M

Nothing in this document shall be construed as releasing or terminating the rights of Salt Lake County to the Easement or portion thereof other than the portion specifically described herein.

IN WITNESS WHEREOF, Grantor has caused this Relinquishment of Easement to be signed by its duly authorized officer this ___ day of _____, 2020.

SALT LAKE COUNTY

By *Exhibit Only - Do Not Sign
Mayor or Designee

By _____
Salt Lake County Clerk

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

On this _____ day of _____, 20____, 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

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

On this _____ day of _____, 20____, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that she is the Clerk of Salt Lake County, and that the foregoing instrument was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County

**EXHIBIT C
LICENSE AND EASEMENT AREAS**

EXHIBIT D
PIPELINE AND TRAIL EASEMENT AGREEMENT

11999971
02/26/2015 12:17 PM \$0.00
Book - 10299 Pg - 5816-5831
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO REAL ESTATE
SUITE S3200
BY: TWP, DEPUTY - WI 16 P.

WHEN RECORDED MAIL TO:
Jordan Valley Water Conservancy District
Attn: Property Manager
8215 South 1300 West
West Jordan, Utah 84088

[PARCEL ID # 33-22-400-046-JVW
33-22-200-024-JVW
33-22-200-025-JVW
33-22-200-028-JVW
33-22-200-030-JVW
33-22-400-044-SLCO
33-22-400-042-SLCO
33-22-400-040-SLCO
33-23-300-024-SLCO
33-26-100-018-SLCO]

PIPELINE AND TRAIL EASEMENT AGREEMENT

This Pipeline and Trail Easement Agreement ("Agreement") is entered into this 24th day of February, 2015 ("Effective Date"), by and between Salt Lake County, a body corporate and politic of the state of Utah ("County"), and the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("District").

RECITALS:

A. County owns several parcels of land in Bluffdale, Utah, upon which it has built an urban trail system near the Jordan River (the "Trail"), including Parcel Nos. 33-22-400-044, 33-22-400-042, 33-22-400-040, 33-23-300-024, and 33-26-100-018 (collectively referred to as the "County Property").

B. A portion of the Trail leads north from Jordan Narrows Park but terminates after crossing a bridge at approximately 16400 South. The Trail commences again at approximately 15600 South.

C. District owns several parcels of land in Bluffdale, Utah, upon which it intends to install water pipelines and associated water system equipment and facilities (collectively referred to as "Pipelines") as part of the Central Pipeline Project (the "District Project") which will transport water from Utah County to Salt Lake County, including Parcel Nos. 33-22-400-046, 33-22-200-024, 33-22-200-025, 33-22-200-028, and 33-22-200-030 (collectively referred to as the "District Property"). The District Property is not contiguous, so the District currently cannot install and connect the Pipelines to other District facilities in Salt Lake County without obtaining an easement across the County Property.

D. County would like to connect the Trail between approximately 15600 South and

16400 South by constructing and maintaining a portion of the Trail on the District Property.

E. District desires to install its Pipelines on the County Property.

F. County desires to obtain from District, and District is willing to grant to County an exclusive, perpetual access easement to allow for construction, maintenance, and operation of the Trail in, on, over, across, and through the District Property.

G. District desires to obtain from County, and County is willing to grant to District, an exclusive, perpetual underground easement for the Pipelines together with a right-of-way in, on, over, under, across and through the County Property to access the Pipelines, consistent with the terms set forth in this Agreement.

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 Easements.

a. County hereby grants to District an exclusive, permanent underground easement in, on, under, across and through the County Property for the construction, installation, operation, maintenance, repair, inspection, removal and replacement of the Pipelines to and from the District Property and for the conveyance of water to and from the District Property together with a permanent right-of-way in, on, over, under, across and through the County Property to access the Pipelines (collectively referred to as the "Pipeline Easement"). The location and boundaries of the Pipeline Easement are more particularly described in Exhibit A attached hereto and by this reference made a part hereof. County also hereby grants to District a temporary construction easement ("District Temporary Construction Easement") that will be used during the initial construction of the Pipelines. The location and boundaries of the District Temporary Construction Easement are more particularly described in Exhibit B attached hereto and by this reference made a part hereof. The District Temporary Construction Easement may be used for (i) vehicular and pedestrian access, ingress, and egress to and from adjacent property; (ii) storage of construction equipment and materials, and for construction staging; and, (iii) construction and installation of underground pipelines within the Pipeline Easement on the Property. The District Temporary Construction Easement shall expire without further notice or condition upon the first to occur of the following: (i) completion of District's construction project; or (ii) December 31, 2016.

b. District hereby grants to County an exclusive, perpetual easement, on, over, across and through the District Property for the construction, installation, operation, maintenance, repair, inspection, removal and replacement of a public trail ("Trail Easement"). The Trail Easement will allow County to connect the gap in the Trail located on the District Property. The location and boundaries of the Trail Easement are more

particularly described in Exhibit C attached hereto and by this reference made a part hereof ("Trail Easement Property").

2. Additional Limitations on Use of Easements.

a. Use of Pipeline Easement

i. District may place in the Pipeline Easement such air vents, water vents, valves and other structures (collectively "Vents") it deems necessary for the normal operation and maintenance of the Pipelines. However, the location of the Vents is subject to prior approval of County and cannot interfere with or present a safety issue to the users of the Trail.

ii. District shall submit detailed plans and specifications to County at least sixty (60) days in advance of any proposed construction within the Pipeline Easement. County reserves the right to deny or require modifications to such plans to ensure the Pipelines and/or Vents will not impair the Trail.

iii. During initial construction and installation of the Pipelines, District shall segregate all top soil material from other landfill material removed or disturbed in the construction area. Within thirty (30) days from the date of completion of District's successful, final testing of the Pipelines, District, at its sole expense, shall refill all excavations made by District, grade and replace soil, reseed the affected area within the Pipeline Easement with native grass seed and otherwise restore the land as near as reasonably possible to its pre-construction condition. In any location where District has damaged the Trail, District shall restore the Trail, including the Trail surface, to County standards.

iv. District and its successors or assigns at their sole expense shall maintain and repair the Pipelines within the Pipeline Easement in a good, safe, and useful condition in compliance with all applicable governmental requirements.

v. Any damage caused by District to County's land resulting from the reconstruction, operation, repair, replacement and maintenance of District's Pipelines shall be repaired by District at its sole expense as near as reasonably possible to its pre-construction condition. Any damage caused by District to the Trail shall be repaired to County standards by District at its sole expense.

vi. District shall be required, at its sole expense, to repair and/or replace, as near as reasonably possible to its pre-construction condition, any and all fencing belonging to County which is damaged as a result of construction and installation of District's Pipelines. All such work shall be completed by District within thirty (30) days from the date of completion of District's successful, final testing of the Pipelines.

vii. County reserves the right to use the Pipeline Easement for any use not inconsistent with District's permitted use of the Pipeline Easement.

b. Use of Trail Easement

i. County shall have the right to use, and shall allow the public to use without charge, the Trail Easement Property for recreational purposes associated with the Trail.

ii. County shall bear any and all costs and expenses for developing the Trail Easement for the Trail and for recreational uses associated with the Trail (collectively, "Trail Improvements"). All Trail Improvements by the County shall be performed in a workman like manner and in accordance with federal, state, and local laws.

iii. County shall submit detailed plans and specifications to District at least sixty (60) days in advance of any proposed construction within the Trail Easement. District reserves the right to deny or require modifications to such plans to ensure the Trail Improvements will not impair the Pipelines or Vents.

iv. County and its successors or assigns at their sole expense shall maintain and repair the Trail within the Trail Easement in a good, safe, and useful condition in compliance with all applicable governmental requirements.

v. Any damage caused by County to District's land resulting from the reconstruction, operation, repair, replacement and maintenance of the Trail shall be repaired by County at its sole expense as near as reasonably possible to its pre-construction condition. Any damage caused by County to the Pipelines shall be repaired by County at its sole expense.

vi. District reserves the right to use the Trail Easement for any use not inconsistent with County's permitted use of the Trail Easement.

3. Exclusive. Neither District nor County shall grant additional easements, licenses, right-of-ways, or encroachments within the Pipeline Easement or the Trail Easement without the prior written consent of the other.

4. Consideration. The Parties acknowledge and agree that the appraised value of the Pipeline Easement and the District Temporary Construction Easement on the County Property is \$90,375.00, and the appraised value of the Trail Easement and County Temporary Construction Easement on the District Property is \$205,075.00. As consideration for this Agreement, (i) the Parties hereby grant to, and exchange with, each other the easements as set forth above, and (ii) County shall pay to District the sum of One Hundred Fourteen Thousand Seven Hundred (\$114,700.00) (which sum represents the difference between the value of the Pipeline Easement and the District Temporary Construction Easement, and the Trail Easement). The payment from County to District shall be made in full within forty-five (45) days from the Effective Date of this Agreement.

5. Condition of the Easement Property. County accepts the Trail Easement, and all aspects thereof, and District accepts the Pipeline Easement and District Temporary Construction Easement, and all aspects thereof, in "AS IS," "WHERE IS" condition without warranties, either express or implied, and "WITH ALL FAULTS," including but not limited to both latent and patent defects and the existence of hazardous materials, if any. The Parties hereby waive all warranties, express or implied, regarding title, condition and use of these easements, including but not limited to any warranty of merchantability or fitness for a particular purpose.

6. Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (2011), as amended (the "Act"). There are no indemnity obligations between the Parties. Subject to and consistent with the terms

of the Act, County and District 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 County nor District 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 Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

7. Insurance. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

8. 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.

9. Amendment. This Agreement may be amended only by written instrument executed by all Parties.

10. 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.

11. Subject to Existing Rights. This Agreement is subject to all existing rights-of-way and encumbrances of record or in equity of law.

12. Governing Law. This Agreement shall be governed and construed under the laws of the State of Utah without regard to conflicts of law provisions.

13. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

14. Notices. All notices, demands, or communications to any Party under this Agreement shall be in writing; shall be sent only by certified U.S. Mail return receipt requested, by nationally recognized courier service, or by personal delivery to the owner of record of the County Property if to County and to the owner of record of the District Property if to District. All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and if such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

15. Waiver. Waiver by either Party of any one default will not be deemed to be a

waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

16. 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.

17. Prevailing Party. If any suit or action arising out of or related to this Agreement is brought by either Party, the prevailing Party shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts, and all other costs of discovery) incurred by such Party in such suit or action, including without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

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

19. 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.

20. 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.

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

SALT LAKE COUNTY

By: Nichole Dunn
Mayor or Designee

By: Sherrie Swensen
Sherrie Swensen, Salt Lake County Clerk

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

On this 18 day of February, 2015, personally appeared before me Nichole Dunn, who being duly sworn, did say that (s)he is the Mayor 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]

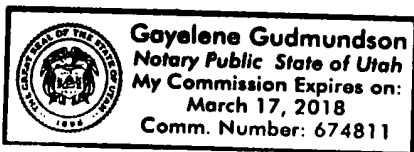


Deborah E. Scott
NOTARY PUBLIC
Residing in Salt Lake County, Utah

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

On this 24 day of February, 2015, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk 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.

[SEAL]



Gayelene Gudmundson
NOTARY PUBLIC
Residing in Salt Lake County, Utah

APPROVED AS TO FORM
District Attorney's Office
By: R. Christopher Ruston
Deputy District Attorney
R. Christopher Ruston
Print Name
Date: 2/6/2016

JORDAN VALLEY WATER CONSERVANCY DISTRICT

By: Gary Swensen
Its: Chair of the Board
~~General Manager~~

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

The foregoing instrument was acknowledged before me this 11th day of February 2015, by Gary Swensen as Chair of the Board of the Jordan Valley Water Conservancy District.

Jacqueline E. Maas
NOTARY PUBLIC

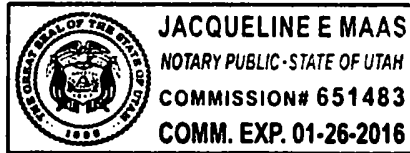


EXHIBIT A

DESCRIPTION OF THE PIPELINE EASEMENT PROPERTY

Serial ID: 33-26-100-018

33-22-400-040

33-23-300-024

33-22-400-042

Parcel No: CPP-3860:18:E

A permanent easement being part of an entire tract located in Government Lot 1, being part of the North Half of the Northwest Quarter of Section 26, Government Lot 2, being part of the West Half of the Southwest Quarter of Section 23, and the East Half of the Southeast Quarter of Section 22, all in Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said entire tract being a composite of several parcels acquired by Salt Lake County, said easement described as follows:

Beginning at the corner common to Sections 22, 23, 26, and 27, Township 4 South, Range 1 West of the Salt Lake Base and Meridian, said corner being formerly marked by a Salt Lake County aluminum cap in concrete located North 35°16'56" East 22.18 feet from a 1947 GLO Brass Cap, said corner also being located North 00°08'07" East 2660.27 feet from a Salt Lake County Brass Cap marking the quarter corner common with said Sections 26 and 27, North 89°49'38" East 2837.59 feet from a 1947 GLO Brass Cap marking the quarter corner common with Sections 22 and 27, and South 00°11'24" East 2618.54 feet from a Salt Lake County Brass Cap marking the quarter corner common with Sections 22 and 23 (currently stamped W.C.) being North 32°16'59" East 11.57 feet from a 1947 GLO Brass Cap, and running thence North 00°11'24" West 14.95 feet along the section line to the northeasterly right of way of the Utah Lake Distributing Canal described in Book 8-Q at Page 575-6 as Entry 314853; thence along said canal right of way the following nineteen (19) courses: 1) northwesterly 23.18 feet along a 306.01-foot radius non-tangent curve to the right through a central angle of 04°20'22" and a long chord of North 23°37'26" West 23.17 feet; 2) North 21°27'16" West 50.00 feet; 3) northwesterly 230.15 feet along a 288.23-foot radius curve to the left through a central angle of 45°45'00" and a long chord of North 44°19'46" West 224.08 feet; 4) North 22°47'44" East 16.50 feet; 5) North 67°12'16" West 250.00 feet; 6) South 22°47'44" West 33.00 feet; 7) northwesterly 144.36 feet along a 130.70-foot radius non-tangent curve to the right through a central angle of 63°17'00" and a long chord of North 35°33'46" West 137.13 feet; 8) North 03°55'16" West 50.00 feet; 9) northerly 157.61 feet along a 252.24-foot radius curve to the left through a central angle of 35°48'00" and a long chord of North 21°49'16" West 155.06 feet; 10) North 39°43'16" West 423.60 feet; 11) North 50°16'44" East 16.50 feet; 12) North 39°43'16" West 100.00 feet; 13) northerly 160.74 feet along a 241.83-foot radius curve to the right through a central angle of 38°05'00" and a long chord of North 20°40'46" West 157.80 feet; 14) North 88°21'44" East 16.50 feet; 15) North 01°38'16" West 186.40 feet; 16) South 88°21'44" West 33.00 feet; 17) North 01°38'16" West 100.00 feet; 18) northerly 105.55 feet along a 592.89-foot radius curve to the left through a central angle of 10°12'00" and a long chord of North 06°44'16" West 105.41 feet; and 19) North 11°50'16" West 67.20 feet; thence along the north boundary of said entire

tract as described in Book 9933 at Page 5762 as Entry 11205147 North 89°59'53" East 68.08 feet; thence 25 feet perpendicularly distant easterly from the centerline of a proposed water pipeline the following two (2) courses: 1) South 13°13'17" East 115.63 feet; and South 01°38'16" East 217.43 feet; thence along the south boundary of said entire tract North 89°49'38" East 68.23 feet; thence generally following an existing fence line the following sixteen (16) courses: 1) South 09°54'53" West 156.99 feet; 2) South 04°54'48" East 66.37 feet; 3) South 36°23'39" East 154.07 feet to the southerly boundary of that certain tract of land described in Book 8667 at Page 8800 as Entry 8389967; 4) continuing along said fence South 36°23'39" East 22.40 feet; 5) South 37°03'13" East 149.43 feet; 6) South 38°20'59" East 187.91 feet; 7) South 35°55'07" East 73.55 feet to the southerly boundary of that certain tract of land described in Book 6364 at Page 1333 as Entry 5138299; 8) continuing along said fence South 35°55'07" East 20.97 feet; 9) South 22°55'18" East 197.54 feet; 10) South 64°14'29" East 179.81 feet; 11) South 59°07'01" East 93.67 feet; 12) South 56°26'44" East 66.11 feet; 13) North 89°58'25" East 100.71 feet; 14) South 00°11'24" East 131.87 feet along said fence and the west line of said Section 23; 15) South 34°58'07" East 164.51 feet; and 16) South 89°52'00" West 59.84 feet along said fence and the south line of said Section 23; thence 34.00 feet perpendicularly distant easterly from the west line of said Section 26 South 00°08'07" West 152.12 feet; thence along the northerly right of way of said Utah Lake Distributing Canal North 46°10'50" West 47.02 feet; thence along the west line of said Section 26 North 00°08'07" East 119.49 feet to the point of beginning.

Containing 149,198 square feet or 3.425 acres.

EXHIBIT B

DESCRIPTION OF THE DISTRICT TEMPORARY CONSTRUCTION EASEMENTS

Serial ID: 33-22-400-042

Parcel No: CPP-3860:18:TE

A 50-foot wide temporary construction easement being part of an entire tract located in Government Lot 1, being part of the Southeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said entire tract being acquired by Salt Lake County and described in Book 9933 at Page 5762 as Entry 11205147, said easement being described as follows:

Commencing at the corner common to Sections 22, 23, 26, and 27, Township 4 South, Range 1 West of the Salt Lake Base and Meridian, Said corner being formerly marked by a Salt Lake County Aluminum Cap in concrete located North 35°16'56" East 22.18 feet from a 1947 GLO Brass Cap, said corner also being located North 00°08'07" East 2660.27 feet from a Salt Lake County Brass Cap marking the quarter corner common with said Sections 26 and 27, North 89°49'38" East 2837.59 feet from a 1947 GLO Brass Cap marking the quarter corner common with Sections 22 and 27, and South 00°11'24" East 2618.54 feet from a Salt Lake County Brass Cap marking the quarter corner common with Sections 22 and 23 (currently stamped W.C.) being North 32°16'59" East 11.57 feet from a 1947 GLO Brass Cap, thence along the East line of said Section 22 North 00°11'24" West 1,320.00 feet; thence along the South boundary of said certain tract owned by Salt Lake County South 89°49'38" West 885.25 feet to the point of beginning; and running thence 25 feet perpendicularly distant Easterly from the centerline of a proposed water pipeline and 103 feet perpendicularly distant Easterly and parallel with the centerline of said Utah Lake Distribution Canal North 01°38'16" West 217.43 feet, and North 13°13'17" West 115.63 feet; thence along the North line of said entire tract North 89°49'38" East 51.33 feet; thence 153 feet perpendicularly distant Easterly and parallel with said canal centerline South 13°13'17" East 109.12 feet, and South 01°38'16" East 223.78 feet; thence along the South boundary of said entire tract South 89°49'38" West 50.02 feet to the point of beginning.

Containing 16,651 square feet or 0.382 acres.

Together with:

Serial ID: 33-22-400-044

Parcel No: CPP-3860:18:2TE

A temporary construction easement being part of an entire tract located in the Southeast quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said entire tract being described in that certain warranty deed recorded in Book 10039 at Page 7683 Entry No. 11438212, described as follows:

Commencing at the Southeast corner of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said corner being formerly marked by a Salt Lake County Aluminum Cap in concrete, located North 35°16'56" East 22.18 feet from a 1947 GLO Brass Cap, said corner also being located North 89°49'38" East 2637.59 feet from a GLO Brass Cap marking the quarter corner common to Sections 22 & 27; thence North 00°11'24" West 266.90 feet along the East line of said Section 22 and South 89°58'25" West 10.31 feet to the point of beginning, thence the following six (6) courses along the Northerly and Easterly line of a permanent easement for a proposed water line, 1) South 89°58'25" West 90.40 feet; 2) thence North 56°26'44" West 66.11 feet; 3) thence North 59°07'01" West 93.67 feet; 4) thence North 64°14'29" West 179.81 feet; 5) thence North 22°55'18" West 197.54 feet; 6) thence North 36°03'51" West 21.01 feet to Grantor's North boundary; thence North 89°49'38" East 59.40 feet; thence South 22°55'18" East 176.17 feet; thence South 64°14'29" East 163.19 feet; thence South 59°07'01" East 97.08 feet; thence South 56°26'44" East 142.58 feet to the point of beginning.

Containing 28,412 sq. ft. or 0.65 acres.

EXHIBIT C

DESCRIPTION OF THE TRAIL EASEMENT PROPERTY

Serial ID: 33-22-200-028

Parcel No: CPP-3860:22:A2

All of an entire tract located in Government Lot 2, being part of the North Half of the Northeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said entire tract being described in that certain Warranty Deed recorded in Book 63 at Page 312 as Entry Number 645494, described as follows:

Beginning at a point which is South 89°59'42" East 1165.00 feet (1165 feet East by deed) from the North Quarter Corner of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian said corner being marked by a 1947 GLO brass cap in concrete located North 89°59'42" West 2647.87 feet from a Salt Lake County brass cap marking the northeast corner of said Section 22, and running thence South 17°30'41" West 415.15 feet (South 17°30' West 415 feet more or less by deed) to a point on the Northwesterly bank of the Utah & Salt Lake Canal; thence along said Northwest bank (Northeasterly and Northerly 550 feet more or less by deed) the following three (3) courses: 1) North 62°25'45" East 273.80 feet; 2) North 20°05'22" East 141.48 feet; and 3) North 13°57'41" West 140.45 feet to the north boundary of said Section 22; thence North 89°59'42" West 132.50 feet (West 132.5 feet by deed) to the place of beginning, containing 63,526 square feet or 1.458 acres.

Together with:

Serial ID: 33-22-400-046

Parcel No: CPP-3860:22:A1

A parcel of land being part of an entire tract located in Government Lot 5, being part of the Northeast Quarter of the Southeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said entire tract being described in that certain Warranty Deed recorded in Book 10-F at Page 244 as Entry Number 365198, said parcel being more particularly described as follows:

BEGINNING at the southeast corner of Section 22, Township 4 South, Range 1 West of the Salt Lake Base and Meridian, said corner being formerly marked by a Salt Lake County aluminum cap in concrete located North 35°16'56" East 22.18 feet from a 1947 GLO Brass Cap, said corner also being located North 89°49'38" East 2637.59 feet from a 1947 GLO Brass Cap marking the south quarter corner of said Section 22, thence North 00°11'24" West 1,320.00 feet (North 80 rods by record) along the east line of said section, thence South 89°49'38" West 664.79 feet (West 40 rods by record), thence North 00°10'15" West 330.00 feet (North 20 rods by record), and thence South 89°49'38" West 252.27 feet to the TRUE POINT OF BEGINNING; and running thence South 89°49'38" West 51.05 feet along the north boundary of that certain parcel of land described in Book 4-A at Page 463-5 and in Book 9933 at Page 5762

as Entry Number 11205147 to the easterly right-of-way line of the Utah Lake Distribution Canal as described in Book 8-U at Page 476 as Entry Number 307032; thence along said easterly right-of-way line the following five (5) courses: (1) North 11°50'16" West 136.41 feet (North 11°54' West by deed), (2) South 78°09'44" West 8.25 feet (South 78°06' West by deed), (3) North 11°50'16" West 200.00 feet (North 11°54' West by deed), (4) northerly 207.24 feet along a 1,052.35 feet radius curve to the left through a central angle of 11°17'00" and a long chord of North 17°28'46" West 206.91 feet, and (5) North 23°07'16" West 509.94 feet (North 23°11' West by deed) to a point on the north boundary of said entire tract; thence South 89°57'24" East 54.38 feet (East by record) along the north boundary of said entire tract; thence 50 feet distant easterly from and parallel with said easterly right-of-way line, South 23°07'16" East 488.55 feet; thence southerly 175.88 feet along a 1,102.35 feet radius curve to the right through a central angle of 09°08'30" and a long chord of South 18°33'01" East 175.70 feet; thence South 13°58'46" East 241.36 feet to a point 50 feet perpendicularly distant from said easterly right-of-way line; thence 50 feet distant easterly from and parallel with said easterly right-of-way line, South 11°50'16" East 146.73 feet to the TRUE POINT OF BEGINNING.

Containing 53,557 square feet or 1.230 acres.

Together with:

Serial ID: 33-22-200-025

Parcel No: CPP-3860:21:A1

A tract of land being part of an entire tract located in Government Lot 2, being part of the North Half of the Northeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said entire tract being described in that certain Warranty Deed recorded in Book 9239 at Page 929 as Entry Number 9599690, described as follows:

COMMENCING at the southeast corner of the Northeast Quarter of Section 22, Township 4 South, Range 1 West of the Salt Lake Base and Meridian, said corner being marked by a Salt Lake County brass cap being located North 35°16'59" East 11.57 feet from a 1947 GLO brass cap, said corner also being located South 00°10'52" East 2619.61 feet from a Salt Lake County brass cap marking the northeast corner of said Section 22; thence North 00°10'52" West 1320.04 feet along the east line of said northeast quarter and thence North 89°58'33" West 1721.34 feet along the south boundary of said entire tract to a point 50.00 feet perpendicularly distant easterly from an overhead power line and the point of BEGINNING and running thence parallel with said overhead power line North 13°46'44" West 351.90 feet; thence North 76°13'16" East 35.25 feet to the southerly boundary of the Utah and Salt Lake Canal Company parcel recorded as Entry Number 645494 in Book 63 at Pages 312-313; thence along the southerly boundary of said parcel South 68°00'00" East 80.00 feet to the southeast corner thereof; thence South 00°14'07" East 46.50 feet to the centerline of the Utah and Salt Lake Canal; thence along said centerline the following four courses: 1) South 78°17'41" East 63.25 feet; 2) Southeasterly 94.47 feet along the arc of a 150.00-foot radius curve to the right through a central angle of 36°05'06", said arc having a chord bearing South 60°15'08" East 92.92 feet; 3) South 42°12'35" East 177.96 feet; and 4) Southeasterly 97.58 feet along the arc of a 250.00-foot radius curve to the right through a

central angle of 22°21'50", said arc having a chord bearing South 31°01'40" East 96.96 feet to the south line of said entire tract; thence along the south line of said entire tract North 89°58'33" West 336.94 feet to the point of BEGINNING, containing 78,844 square feet or 1.810 acres.

Together with:

Serial ID: 33-22-200-024

Parcel No: CPP-3860:21:A2

A tract of land being part of an entire tract located in Government Lot 2, being part of the North Half of the Northeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said entire tract being described in that certain Warranty Deed recorded in Book 9239 at Page 929 as Entry Number 9599690, described as follows:

COMMENCING at the northwest corner of the Northeast Quarter of Section 22, Township 4 South, Range 1 West of the Salt Lake Base and Meridian, said corner being marked by a 1947 GLO brass cap located North 89°59'42" West 2647.87 feet from a Salt Lake County brass cap marking the northeast corner of said Section 22, thence South 89°59'42" East 815.00 feet along the north line of said Section 22 to the northwest corner of a Utah and Salt Lake Canal Company tract described in Book 63 at Page 312 as Entry Number 645494, thence along the westerly boundary of said tract South 17°30'52" West 545.00 feet, thence South 72°29'08" East 155.00 feet along the southerly boundary of said tract, and thence North 54°45'47" East 188.90 feet continuing along said southerly boundary to the POINT OF BEGINNING and continuing along said southerly boundary and running thence North 54°45'47" East 65.58 feet to the southerly boundary of a Bluffdale City parcel described in Book 10059 at Page 6604 as Entry Number 11478453; thence along said southerly boundary Easterly 254.95 feet along a 1,250.00-foot radius non-tangent curve to the left through a central angle of 11°41'10" and a long chord of North 74°46'58" East 254.51 feet; thence South 20°05'22" West 130.31 feet; thence South 65°32'19" West 79.52 feet; thence Southwesterly 76.57 feet along a 300.00-foot radius curve to the left through a central angle of 14°37'28" and a long chord of South 58°13'35" West 76.37 feet; thence South 50°54'51" West 72.82 feet; thence South 00°14'07" East 443.56 feet; thence North 78°17'41" West 61.33 feet; thence North 00°14'07" West 567.92 feet to the point of BEGINNING, containing 63,330 square feet or 1.454 acres.

Serial ID: 33-22-200-030

Parcel No: CPP-3860:20:A

A tract of land being part of an entire tract located in Government Lot 3, being part of the South Half of the Northeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, said entire tract being described in that certain Warranty Deed recorded in Book 9377 at Page 9356 as Entry Number 9902733, described as follows:

COMMENCING at the southeast corner of Section 22, Township 4 South, Range 1 West of the Salt Lake Base and Meridian, said corner being formerly marked by a Salt Lake County aluminum cap in concrete located North 35°16'56" East 22.18 feet from a 1947 GLO Brass Cap,

said corner also being located North 89°49'38" East 2637.59 feet from a 1947 GLO Brass Cap marking the south quarter corner of said Section 22, thence North 00°11'24" West 2,619.54 feet along the east line of said section to the East Quarter corner of said Section 22 being marked by a Salt Lake County brass cap, said brass cap being located North 35°16'59" East 11.57 feet from a 1947 GLO brass cap, thence North 00°10'52" West 20.46 feet along the east line of said Section 22 to the southeast corner of said entire tract, thence North 89°57'24" West 1249.81 feet along the south boundary of said entire tract to a point 50.00 feet easterly of the easterly right of way of the Utah Lake Distribution Canal as described in Book 7-K at Page 370 as Entry Number 312537, and the point of BEGINNING and running thence North 89°57'24" West 54.38 feet to said easterly right of way; thence along said easterly right of way the following three (3) courses: (1) North 23°07'16" West 223.41 feet; (2) North 12°12'16" West 333.86 feet to a point on a 194.38-foot radius curve to the left; and (3) northwesterly 123.83 feet along the arc of said curve through a central angle of 36°30'00", said arc having a chord bearing North 30°27'16" West 121.75 feet; thence North 43°20'16" East 171.60 feet to a point 30.00 feet perpendicularly distant westerly from the westerly right of way line of the Utah and Salt Lake Canal, a 200-foot wide right of way held in fee title in accordance with that certain indenture recorded August 1, 1889, in Book 2W at Pages 274-276 of deeds in the Salt Lake County Recorder's office; thence parallel with said westerly right of way the following three (3) courses: (1) North 23°19'03" West 215.04 feet to a point on a 230.00-foot radius curve to the right; (2) Northerly 103.39 feet along the arc of said curve through a central angle of 25°45'23", said arc having a chord bearing North 10°26'22" West 102.52 feet; and (3) North 02°26'20" East 149.48 feet; thence North 38°09'42" West 114.54 feet to the north boundary of said entire tract; thence South 89°58'33" East 74.53 feet to a point on said westerly right of way of the Utah and Salt Lake Canal, said point also being on a non-tangent 150.00-foot radius curve to the right from which the radius point bears South 55°31'09" West; thence along said westerly right of way the following five (5) courses: (1) Southerly 96.66 feet along the arc of said curve through a central angle of 36°55'12", said arc having a chord bearing South 16°01'15" East 94.99 feet; (2) South 02°26'20" West 149.48 feet to a point on a 200.00-foot radius curve to the left; (3) Southerly 89.91 feet along the arc of said curve through a central angle of 25°45'23", said arc having a chord bearing South 10°26'22" East 89.15 feet; (4) South 23°19'03" East 179.09 feet to a point on a 500.00-foot radius curve to the left; and (5) Southeasterly 226.71 feet along the arc of said curve through a central angle of 25°58'45", said arc having a chord bearing South 36°18'26" East 224.77 feet; thence South 43°20'16" West 203.35 feet to a point 50.00 feet perpendicularly distant easterly from said easterly right of way of the Utah Lake Distribution Canal; thence parallel with said easterly right of way the following two (2) courses: (1) South 12°12'16" East 262.62 feet; (2) South 23°07'16" East 240.03 feet to the point of BEGINNING, encompassing 85582 square feet or 1.965 acres.

EXHIBIT 2

(Right-of-Way Contract)



Utah Department of Transportation Right of Way Contract Easement

Project No: S-R299(261) Parcel No.(s): 203:E
 Pin No: 15670 Job/Proj No: 72717 Project Location: Porter Rockwell (Bridge)
 County of Property: SALT LAKE Tax ID / Sidwell No: 33-15-400-014
 Property Address: 15699 South Packsaddle Drive BLUFFDALE UT, 84066
 Owner's Address: PO Box 144575, Salt Lake City, UT, 84114
 Primary Phone: Owner's Home Phone: Owner's Work Phone:
 Owner / Grantor (s): Salt Lake County
 Grantee: Utah Department of Transportation (UDOT)/The Department

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Temporary Easement a parcel(s) of land known as parcel number(s) 203:E for transportation purposes. This contract is to be returned to: Wendy Hansen (Consultant), Right of Way Agent c/o Utah Department of Transportation, 4501 South 2700 West, P.O. Box 148420, Salt Lake City, UT 84114-8420.

1. Grantor agrees to transfer the property free of all debris and any hazardous materials (including paint or other household products.)
2. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvements or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the Department takes possession.
3. The Department shall pay in full to the Grantor for the real property in the easement referenced above.
4. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
5. Upon execution of this contract by the parties, Grantor grants the Department, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:

There are no on site improvements; therefore, no costs for cost to cure.

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent Wendy Hansen, represents purchaser.
 Buyer's Brokerage Wic consulting, LLC, represents purchaser.

Total Selling Price \$7,900.00

Utah Department of Transportation Right of Way Contract Easement

Project No: S-R299(261) Parcel No.(s): 203:E
Pin No: 15670 Job/Proj No: 72717 Project Location: Porter Rockwell (Bridge)
County of Property: SALT LAKE Tax ID / Sidwell No: 33-15-400-014
Property Address: 15699 South Packsaddle Drive BLUFFDALE UT, 84066
Owner's Address: PO Box 144575, Salt Lake City, UT, 84114
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Salt Lake County
Grantee: Utah Department of Transportation (UDOT)/The Department

Grantor's Initials

Grantor understands this agreement is an option until approved by the Director of Right of Way.

Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.

This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

X [Redacted]

Percent

Date

X [Redacted]

100%

Mt. Jordan Limited Partnership

APPROVED AS TO FORM

Salt Lake County
District Attorney's Office



Right of Way Agents

Wendy Hansen (Consultant) / Acquisition Agent

Krissy Plett / Team Leader

Approved by Director of Right of Way

EXHIBIT 3

(Temporary Construction Easement)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

(COUNTY)
Salt Lake County

Tax ID No. 33-15-400-014
PIN No. 15670
Project No. S-R299(261)
Parcel No. R299:203:E

Salt Lake County, a body corporate and politic of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described temporary construction easement in Salt Lake County, State of Utah, for the purpose of constructing and blending cut and/or fill slopes, and appurtenant parts thereof, access, construction staging, and erection incident to the construction of a trail as part of the Porter Rockwell Boulevard project, known as Project No. S-R299(261), to-wit:

A temporary easement upon part of an entire tract of land described in that Auditors Tax Deed recorded 14 March, 1938, as Entry No. 830577 in Book 238, at Page 366 in the Office of the Salt Lake County Recorder. Said easement is situate within Government Lot 7 of the Southeast Quarter of Section 15, Township 4 South, Range 1 West, Salt Lake Base and Meridian and described as follows:

Beginning at a point in the southerly boundary line of said entire tract at a point 373.92 feet radially distant northerly from the right of way control line of said Project, opposite approximate Engineers Station 119+61.33; which point is 750.12 feet S.89°43'00"E. along the Section line from the South Quarter Corner of said Section 15; and running thence N.5°15'09"E. (Record N.05°00'00"E.) 149.10 feet along the westerly boundary line of said entire tract and the easterly boundary line of Parry Farms Phase 1 Subdivision, according to the official plat thereof, recorded July 22, 2005 as Entry No. 9440783 in book 2005p of Plats, on page 218, in the office of the Salt Lake County Recorder; thence S.75°44'00"E. 51.64 feet to a point 488.92 feet

perpendicularly distant northerly from the right of way control line of said Project, opposite Engineers Station 120+80.00; thence S.14°16'00"W. 140.22 feet to a point in the southerly boundary line of said entire tract; thence N.89°43'00"W. 29.15 feet along said southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described temporary construction easement contains 5,785 square feet in area or 0.133 acre.

Basis of Bearing is S.89°43'00"E between the North Quarter Corner and Northeast Corner of Section 22 T4.S, R1.W, SLB&M

The easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

IN WITNESS WHEREOF, GRANTOR has caused this Temporary Easement to be signed by its duly authorized officer this ____ day of _____, 20 ____.

SALT LAKE COUNTY



By _____
Mayor or Designee

By _____
Salt Lake County Clerk

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

On this _____ day of _____, 20____, 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

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

On this _____ day of _____, 20____, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that she is the Clerk of Salt Lake County, and that the foregoing instrument was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County

EXHIBIT 4
(RMP Easement)

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
Salt Lake County
Real Estate, Third Floor
2001 South State Street
Salt Lake City, Utah 84114

Easement

(CORPORATION)

Salt Lake County

Tax ID No. 33-15-400-028

Pin No. 15670

Project No. S-R299(261)

Parcel No. R299:209:EC

PACIFICORP, an Oregon Corporation f/k/a Utah Power & Light, d/b/a ROCKY MOUNTAIN POWER, its successors and assigns, Grantor, hereby GRANTS AND CONVEYS to SALT LAKE COUNTY, at 2001 South State Street, Salt Lake City, Utah 84114, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described perpetual easement in Salt Lake County, State of Utah, to-wit:

A perpetual easement, upon part of an entire tract of land described in that Quit Claim Deed recorded October 26, 1944 as Entry No. 987517 in Book 402, at Page 216 in the Office of the Salt Lake County Recorder, situate in Lot 7 and Lot 8 of Section 15, Township 4 South, Range 1 West, Salt Lake Base & Meridian, in Salt Lake County, Utah (the "Property"), for the purpose of constructing, maintaining, repairing and altering thereon a trail, cut and/or fill slopes and appurtenant parts thereof, incidental to the construction of Porter Rockwell Boulevard, known as Project No. S-R299(261). The easement includes the right to maintain and continue the existence of said trail and cut and/or fill slopes in the same grade and slope ratio as constructed by UDOT. The easement shall run with the Property and shall be binding upon the Grantor and Grantor's successors, heirs and assigns. The boundaries of said part of an entire tract (the "Easement Area") are described as follows:

Beginning at the intersection of the southerly boundary line of said entire tract and the easterly line of an existing 25.00-foot wide perpetual easement described as Parcel Number 2:PE in that Public Recreation Easement Agreement recorded April 21, 2017 as Entry No. 12519860 in Book 10549, at Page 8122 in the office of the Salt Lake County Recorder, said point being 249.12 feet perpendicularly distant northerly from the right of way control line of said Project, opposite approximate Engineers Station 124+27.04; which point is 1212.44 feet S.89°43'00"E. along the Section line from the North Quarter Corner of said Section 22; and running thence along the easterly line of said perpetual easement the

following Four (4) courses and distances: (1) N.03°09'53"E. 82.86 feet to a point of curvature of a curve to the right with a radius of 285.00 feet; (2) thence northerly along said curve with an arc length of 25.13 feet, chord bears N.05°41'25"E. 25.12 feet; (3) thence N.08°13'00"E. 419.00 feet to a point of curvature of a curve to the left with a radius of 1090.00 feet; (4) thence northerly along said curve with an arc length of 225.16 feet, chord bears N.02°17'55"E. 224.76 feet a point 948.45 feet perpendicularly distant northerly from the right of way control line of said Project, opposite Engineers Station 127+00.40; thence S.15°19'11"E. 48.36 feet to a point of curvature of a non-tangent curve to the right with a radius of 830.00 feet; thence southerly along said curve with an arc length of 203.41 feet, chord bears S.02°26'50"E. 202.90 feet; thence S.04°34'24"W. 155.59 feet to a point of curvature of a curve to the left with a radius of 810.00 feet; thence southerly along said curve with an arc length of 273.43 feet, chord bears S.05°05'50"E. 272.13 feet to a point of reverse curvature of a curve to the right with a radius of 830.00 feet; thence southerly along said curve with an arc length of 73.81 feet, chord bears S.12°13'12"E. 73.79 feet to a point in the southerly boundary line of said entire tract at a point 215.09 feet perpendicularly distant northerly from the right of way control line of said Project, opposite Engineers Station 125+47.10; thence N.89°43'00"W. 124.79 feet along said southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described part of an entire contains 37,762 square feet in area or 0.867 acre.

Basis of Bearing is S.89°43'00"E between the North Quarter Corner and Northeast Corner of Section 22 T4.S, R1.W, SLB&M

(Note: Rotate above bearings 00°16'42" counterclockwise to equal record bearings).

This perpetual easement is granted to Grantee subject to the following conditions:

1. Grantee shall not make or allow to be made any use of the Easement Area that is inconsistent with, or unreasonably interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this perpetual easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

2. Grantee shall not use or permit to be used on the Easement Area, construction cranes or other equipment that violate NESC, OSHA or Utah High Voltage Act clearance standards. Grantee shall not store materials within the Easement Area. Grantee shall not excavate within 50 feet of Grantor's transmission structures in the Easement Area. The storage of hazardous materials or refueling of vehicle/equipment is prohibited within the Easement Area. At no time shall Grantee place any equipment or materials of any kind

that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that pose a risk to human safety within the Easement Area. Grantee's use of the Easement Area shall comply with NESC, OSHA and Utah High Voltage Act Safety clearance standards.

3. Release and Indemnification.

(a) Indemnification. Grantee and its successors and assigns hereby agree to indemnify, defend and hold harmless Grantor, affiliated companies, officers, directors, shareholders, agents, employees, successors, and assigns, (the "Indemnified Parties") from and against any and all third party liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee and its agents, servants, employees, and/or contractors; (ii) the use of the Easement Area by Grantee, its agents, servants, employees, or contractors; and (iii) any work performed in the Easement Area by Grantee or its successors or assigns, and their agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is applied occurred prior to such expiration or termination. The indemnification provided herein shall not extend to any claims, damages or judgments to the extent caused by Grantor, its employees, agents or contractors. Grantee's liability and indemnification obligations under this Agreement are subject to the limitations set forth in the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (2019), as amended. The provisions of this paragraph are not a waiver of the protections of the Utah Governmental Immunity Act.

(b) All personal property and fixtures, if allowed by Grantor, located within the Property shall be maintained and used at the risk of Grantee

4. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Easement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, said PACIFICORP has caused this instrument to be executed by its proper officers thereunto duly authorized, this _____ day of _____, A.D. 20 _____.

STATE OF _____) PACIFICORP
) ss.
COUNTY OF _____)
By _____
Douglas N. Bennion
Vice President of Engineering &
Asset Mgmt.

On the date first above written personally appeared before me, Douglas N. Bennion, who, being by me duly sworn, says that he is the Vice President of Engineering & Asset Management of PACIFICORP, an Oregon Corporation f/k/a Utah Power & Light, d/b/a ROCKY MOUNTAIN POWER, its successors and assigns, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its Bylaws, and said Douglas N. Bennion acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

GRANTEE:
SALT LAKE COUNTY

By: _____
Mayor or Designee

Dated: _____



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

On this _____ day of _____ 2020, personally appeared before me
_____, who being duly sworn, did say that he/she 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