

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

CITY OF COTTONWOOD HEIGHTS

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”) and the **CITY OF COTTONWOOD HEIGHTS**, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2018 General Session, the Utah State Legislature enacted Senate Bill 136, which allowed for a one percent local option sales and use tax, which is used by the County in its Regional Transportation Choice Fund (4th Quarter), which provides for on-going transportation funding in Salt Lake County.

C. The County had initially intended to use funds for this project collected under the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act; however, the loss of funding caused by COVID-19 required the County to fund the project from another source.

D. The project qualifies for funding under the Regional Transportation Choice Fund (4th Quarter) under Utah Code Annotated § 59-12-2212.2(1)(a) and the parties want to use this funding for the project described herein.

E. The County intends to transfer funds to be used towards the Big Cottonwood Canyon Trail Reconstruction project as described herein and the attached Exhibit A.

F. The County and the City now desire to enter into this Agreement providing for the transfer of Eighty Three Thousand Six-Hundred and Eighty-Two dollars and zero cents

(\$83,682.00) of Regional Transportation Choice Funds (4th Quarter) for a transportation project pursuant to Utah Code Ann. § 59-12-2212.2(1)(a)(viii).

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 -- DISBURSEMENT OF COUNTY REGIONAL TRANSPORTATION CHOICE FUNDS FOR A TRANSPORTATION PROJECT

1.1. County Transportation Choice Funds. The County shall allocate and disburse Eighty Three Thousand Six Hundred and Eighty Two Dollars (\$83,682.00) of Regional Transportation Funds ("Funds") to the City from the Salt Lake County Regional Transportation Choice Fund, all on the terms and subject to the conditions of this Agreement.

1.2. City. The City shall use the Funds allocated and disbursed to it under this Agreement: (a) to reimburse itself for funds allocated for the Big Cottonwood Canyon Trail project as described in **Exhibit A**, attached hereto and incorporated herein by reference, and (b) in accordance with Section 59-12-2212.2 of the Utah Code and all other applicable federal, state and local laws, rules and regulations.

1.3. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for each Project during the reimbursement term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in the Utah Code; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) Annual Status Update. Until each Project has been completed and Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) each Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

ARTICLE 2 -INCORPORATION AND DEFINITIONS

2.1. Incorporation and Definitions. The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the

following meanings in this Agreement:

- (a) Certificate of Grant Recipient: The Certificate of Grant Recipient attached hereto as **Exhibit B**.
- (b) County Transportation Funds: As defined in the Recitals above.
- (c) Event of Default: As defined in Section 4.1 below.
- (d) Event of Force Majeure: As defined in Section 5.4 below.
- (e) Maximum Reimbursable Amount: The amount specified for the Project in the Project Descriptions attached hereto as Exhibit A.
- (f) Project: A transportation project described in the Project Description.
- (g) Projects: The transportation projects described in the Project Description.
- (h) Project Descriptions: The project descriptions attached hereto as Exhibit A.
- (i) Project Element: A discrete portion of a Project, as applicable.
- (j) Reimbursable Project Costs: Costs incurred by the City during the Reimbursement Term for each Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described in the Utah Code and in accordance with the Certificate of Grant Recipient.
- (k) Reimbursement Term: The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount for each Project, (ii) the date this Agreement is terminated, or (iii) June 30, 2022, which date may be extended by the County, in its sole discretion, but only in writing, upon receipt of a written request from the City setting forth the City's justification for such an extension.
- (l) Request for Disbursement: A statement from the City, in the form attached hereto as **Exhibit C**, requesting an amount of Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

2.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Planning, Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 3 -- DISBURSEMENTS

3.1. Conditions for Each Disbursement of Transportation Funds. The County will not be obligated to disburse Transportation Funds to the City to cover Reimbursable Project Costs for each Project unless and until the following conditions have been satisfied:

(a) Documents to be Furnished for Each Disbursement. For each Project, the City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(b) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(c) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have been paid by the City.

(d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(e) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

3.2. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, for each Project over the Reimbursement Term. However, if the County determines that the City has not complied

with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Request for Disbursement or any other information submitted to the County under this Agreement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in the Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 4 -- COVENANTS AND AGREEMENTS

4.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the “Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City’s breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) any improper use of the Funds. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City’s indemnification obligations in this Section 4.1 will survive the expiration or termination of this Agreement.

4.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any Funds received from the County will be shown separately on the City’s books. The City shall maintain records adequate to identify the use of the Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

4.3. Assignment and Transfer of Funds. The City shall not assign or transfer its obligations under this Agreement or its rights to the Funds under this Agreement without prior written consent from the County. The City shall use the Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 5 --DEFAULTS AND REMEDIES

5.1. City Event of Default. The occurrence of any one or more of the following shall constitute an “Event of Default” as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County’s written notice to the

City of the occurrence thereof.

5.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) Withhold disbursement of Funds to the City; and/or
- (b) Reduce the amount of any future disbursement of Funds to the City by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

ARTICLE 6 -- MISCELLANEOUS

6.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.
- (c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- (e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

6.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance

with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon the earlier of: (a) the date the Parties have performed all of the material obligations described herein, or (b) three (3) years from the date the Agreement is executed by both Parties. The Parties intend that the distribution described herein will be made promptly following execution of this Agreement and that the City will expend such distribution for the purposes stated in this Agreement promptly following receipt.

6.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Funds to be paid to the City for the purposes set forth in this Agreement. If Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Funds to the City in succeeding fiscal years. The County's obligation to contribute Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which Funds were last appropriated for contribution to the City under this Agreement.

6.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

6.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a)

upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed to the Parties at their respective addresses.

6.6. Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

6.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

6.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing.

6.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

6.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

6.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

6.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a

waiver as to any future breach.

6.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

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

6.15. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 20____

Approved by:

Salt Lake County Regional Planning and Transportation

By **Ryan Perry**
Ryan Perry

Digitally signed by Ryan Perry
Date: 2020.11.12 16:46:34 -07'00'

Dated: _____, 20____

Approved as to Form and Legality:

By **Jason S. Rose**
Senior Attorney

Digitally signed by Jason S. Rose
Date: 2020.09.29 14:58:35 -06'00'

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

CITY OF COTTONWOOD HEIGHTS

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By_____

Name: _____

Dated: _____, 20____

EXHIBIT A

Project Description (Application)

Salt Lake County

TRCC

TRCC 2019 Support Program 2019 Application (2020 County Budget)

Deadline: 7/15/2019

Cottonwood Heights Big Cottonwood Canyon Trail - Reconstruction Project - PRT

Jump to: [Application Questions](#) [Budget Details](#) [Documents](#)

\$ 83,682.00 Requested

Submitted: 7/15/2019 2:29:42 PM (Pacific)

Project Contact

Matthew Shipp

adam@gilsonengineering.com

Tel: 801-944-7090

Additional Contacts

mshipp@ch.utah.gov

Cottonwood Heights

2277 East Bengal Boulevard
Cottonwood Heights, UT 84121

Telephone 801-944-7000

Fax

Web cottonwoodheights.utah.gov

City Manager

Tim Tingey

ttingey@ch.utah.gov

Application Questions [top](#)

Project Overview

1. Select the type of support you are applying for

Your project must fall under one of these categories to be considered for funding. Please refer to the Guidelines and Policies Tab for more information on each category.

- ☐ TOUR - Tourism Project Support
- ☒ PRT - Parks, Recreation and Trails Support
- ☐ CFSP - Cultural Facilities Support
- ☐ CON - Convention Facilities Support
- ☐ Other (Please contact the county if you select this option)

2. Please select the Planning Area of Salt Lake County where the project is located.

Please refer to the SLCo Planning Areas Map in the Guidelines tab for a list of planning areas.

- ☐ North Planning Area
- ☐ West Planning Area
- ☒ East Planning Area
- ☐ Southwest Planning Area
- ☐ Southeast Planning Area

3. Organization Overview: History, programs & services offered, audiences served.

Cottonwood Heights originated in 2005, when it officially became a city after previously being part of unincorporated Salt Lake County. The city was already largely built out at the time of incorporation, and as such, inherited both the good and bad traits from the area's

previous county jurisdiction. The city is a suburban community, catered to people who commute downtown or to other cities each day. While there is a growing employment base in Cottonwood Heights, it is still largely a commuter city. Because of this,

development patterns and infrastructure networks are heavily focused on automobile travel and convenient driving.

However, Cottonwood Heights' geographic location that spans from Big Cottonwood Canyon to Little Cottonwood Canyon,

situated on the foothills of the Wasatch Mountain range mean that the city sees a large number of recreation seekers pass through the city. From hiking, to mountain biking, to skiing, hundreds of thousands of people pass through Cottonwood Heights every year for recreational purposes. Additionally, the scenic views, with mountains in the foreground and the entire Salt Lake Valley in the background, make Cottonwood Heights a haven for pass-through cyclists, especially on Wasatch Boulevard.

Cottonwood Heights has developed "The Bicycle and Trails Master Plan". It is a comprehensive look at the bicycle and trail network in Cottonwood Heights. Since Cottonwood Heights incorporated in 2005 the city has installed numerous types of bicycle infrastructure including the completion of the Big Cottonwood Canyon Trail.

The Big Cottonwood Trail is a very crucial part of a much larger regional trails system. This project connects regional trails located in Holladay City, Cottonwood Heights and Big Cottonwood Canyon. Usage is estimated to include over a 100,000 residents a year from the cities of Draper, Sandy, Cottonwood Heights, Midvale, Murray, Holladay, Salt Lake City and Salt Lake County.

4. Project Description.

This project will install a root barrier system along the portions of the Big Cottonwood Canyon Trail impacted by local vegetation. The project will dramatically increase the overall safety and usability of the Big Cottonwood Canyon Trail. The existing trail is hazardous to pedestrian and bicyclist traffic due to significant asphalt hazards from root uplifting. This portion of the trail is located near the boundary between Cottonwood Heights and Holladay City and is expected to see a dramatic increase in usership with the recent construction of Knudsen Park in Holladay City. The project involves removing and replacing the existing asphalt, and installing a concrete root barrier 24-36 inches deep.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Guidelines Tab)

The Big Cottonwood Canyon Trail is one of the of the only urban east/west trail systems in the Salt Lake County East Planning Area. This project meets the Salt Lake County Visions and Principles by providing trail systems that will meet future recreation demands and addressing regional concerns that cross municipal boundaries. The Big Cottonwood Canyon Trail is not just for Cottonwood Heights residents, it begins at the border between Cottonwood Heights and Holladay City at Knudsen Park. Its current termination point is at a regional transportation Park and Ride and connects residents of Salt Lake County to the mouth of Big Cottonwood Canyon and the future Regional Bonneville Shoreline Trail.

6. Evidence of local support and community need justifying the project.

Upload supporting documents (documents tab) including: press coverage of your proposed project; feasibility study results if applicable; letters of support from community, donors, or other arts & cultural organizations in your area; etc.

We have obtained letters of support from Cottonwood Heights Recreation Center and the Jordan River Commission.

7. Evidence the project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

The Big Cottonwood Canyon Trail is a 10-ft Type I Bicycle Facilities. Based on recent traffic counts the existing trail has a LOS of A. The Trail has optimum conditions for individual bicyclists and retains ample space to absorb more users of all modes while providing a high-quality user experience. Recent observations estimate that the daily usage of the entire Big Cottonwood Canyon Trail System is 800 ADT.

8. Detail how the project is integral to your organization's mission.

Cottonwood Heights strongly funds and supports the development of regional trail systems and a functional networks of trails and bicycle lanes throughout the city. Cottonwood Heights promote safe travel for multiple modes of transportation and this project is crucial to the cities goals and objectives.

Cottonwood Heights has developed a Bicycle and Trails Master Plan to promote strategies that will lead to a functional trail system network. The Big Cottonwood Canyon Trail is a integral part of that overall strategy. This project will also promote Cottonwood Heights as an outdoor recreation destination which will act as a catalyst for economic development in the city.

9. Describe how your current project funding has been secured.

Funding for this project has been secured through the annual budgeting process.

10. Document your ability to raise additional project funds.

The city may consider raising additional project funds through budget process.

11. Analysis of the financial impact this project will have on your organization's future finances.

The city will increase the maintenance funds for parks, trails and open Space. With the project funded, the city will be able to fund other parks, trails, and open space projects identified in the Cottonwood Heights Master Plan.

12. Please specify type of funding you are requesting

- ☐ Consulting
- ☒ Capital
- ☐ Other:

Consulting Applicants

13. Type of consulting services

N/A

14. Goals and objectives of consulting services

N/A

15. Scope of Work, expected deliverable and timeline

N/A

16. Payment schedule for the work and expenses.

Upload a detailed project budget document (documents tab) by a qualified professional.

N/A

Capital Applicants

17. What is the site location of your project.

This project is located in Cottonwood Heights in the Cottonwood Corporate Center.

18. Describe the current facility and specify if it is owned or leased.

Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).

The property on this portion of the Big Cottonwood Canyon Trail is owned by the Old Mill Corporate Center and Market Street Grill. The city has obtained trail easements for both these properties. See Attached Documents

19. What is the overall project timeline?

This project is shovel ready, and is expected to be constructed in the summer of 2020

20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five year expense forecast and a long term maintenance budget plan.

The maintenance budget for this project will be funded annually through the Parks and Trails maintenance budget adopted by the City Council on an annual basis. The maintenance expense forecast for this project for the next five years is anticipated to be negligible in relation to the entire trail maintenance budget.

21. Provide project management information including key personnel and their experience.

Project Manager: Matt Shipp, Public Works Director. Matt has extensive project experience including managing the construction of the Big Cottonwood Canyon Trail, the Highland City Trails, and many other municipal and capital improvement projects for the last 25 years.

22. Architectural information including site plan, space program and schematic design (optional).

Please upload above mentioned architectural documents (document tab).

See Attached Site Plan

23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning if applicable, and contingency plans for cost overruns.

Please upload above mentioned construction information documents (document tab).

See Attached Construction Cost Estimate

Budget Details [top](#)

Project Budget

Line Descriptions	Capital	Consulting	Other	Detail
Total Project Budget	92980			
Funding Currently in Place	9298			City Funding

County Funding Requested

83682

Project Financial Information Detail

Financial Detail	Capital	Consulting	Other	Detail
Cash On-hand	9298			City Funding
Pledges - Unrestricted				
Pledges - Restricted				
Pledges - Pending or Projected				
In-Kind Donations				
General Obligation Debt				
Bond Issue				
Capital Reserve				

Documents [top](#)

Documents Requested *

Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.

For consulting projects upload a detailed consultant project budget document by a qualified professional.

For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement.

For capital projects upload above architectural documents; site plan, space program, schematic design (optional).

For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional.

Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget.

Required? Attached Documents *

[Jordan River Commission - Letter of Support](#)

[Cottonwood Heights Rec Center - Letter of Support](#)

[Big Cottonwood Trail - Easements](#)

[Project Site Plan](#)

[Project Cost Estimate](#)

[Park and Trails - City Budget Info](#)

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 146317

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AFTER RECORDING, RETURN TO:

(Market Street Parcel)

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

Easement Agreement

THIS EASEMENT AGREEMENT (this "*Agreement*") is made effective _____ 2008 by **MARKET STREET COTTONWOODS, L.L.C.**, a Utah limited liability company whose address is 48 Market Street, Suite 250, Salt Lake City, UT 84101 ("*Grantor*"), and **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (the "*City*").

RECITALS:

- A. Grantor owns Lot 2 of the Cottonwood Corporate Center Subdivision, which is located at or near 2985 East 6580 South in Cottonwood Heights, Salt Lake County, Utah (the "*Property*").
- B. As explained in detail in the urban trails element of its general plan, the City desires to establish a public trail (the "*Trail*") running from the City's boundary near "Knudsen Corner" (intersection of I-215 and Holladay Blvd.) to the Bonneville Shoreline Trail in Big Cottonwood Canyon, as shown on the exhibits annexed hereto. Establishment, construction and maintenance of the Trail likely would occur in conjunction with, or through, Salt Lake County (the "*County*") as part of the County's "Zoo, Arts and Parks" ("*ZAP*") program.
- C. A segment (the "*Segment*") of the proposed Trail runs over the Property as shown and/or described on the attached exhibits.
- D. The City desires to obtain from Grantor, and Grantor desires to grant to the City, an easement across the Property, for the purposes, and on the terms and conditions, specified in this Agreement.

AGREEMENT:

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

Section 1. **Grant of Easement.** Grantor hereby irrevocably grants and conveys to the City a non-exclusive right-of-way and easement (the "*Easement*") over and across the Property as shown and described on attached exhibits "A" and "B." The Easement is granted for the purpose of allowing the City to construct, re-construct, install, maintain, use and operate (for public trail purposes), inspect, and repair the Segment of the Trail and associated improvements (the "*Improvements*"), together with all rights of ingress and egress over and across adjacent and contiguous property owned by Grantor, as shown on the attached exhibits.

The City shall have the right to permit the public to pass and repass over the Trail on foot and on non-

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ISAFETY M. OTT
REORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD HEIGHTS
1265 E FORT UNION BLVD STE 250
COTTONWOOD HEIGHTS UT 84047
BY: BRS. DEPUTY - MA 9 P.

motorized bicycles. Motorized maintenance vehicles also shall be permitted on the Trail. Other motorized vehicles (such as snowmobiles, motorized dirt bikes, motorcycles and all terrain vehicles) shall be prohibited on the Trail.

The Improvements shall be limited to an appropriate surface for the Trail (such as gravel); low-maintenance "canyon" landscaping consistent in appearance with the current surroundings (which may include, for example, ornamental grasses and rock); a 4' split rail (wood) fence (or comparable); unobtrusive, Trail-related signage; any appropriate irrigation/water system; and/or any appropriate electrical system and unobtrusive lighting (collectively, the "*Improvements*"). The Trail Segment and any Improvements shall be constructed in a manner to provide for easy access to the adjacent Big Cottonwood Stream by Grantor or other authorized persons for stream-maintenance purposes.

The City shall construct any Improvements at its cost, and shall ensure that all related work is performed in a professional and workmanlike manner, and that the balance of the Property, if disturbed by the City or its agents during construction, is returned to similar condition as prior to such disturbance.

Section 2. **Maintenance.** The City shall be solely responsible for maintaining, at its sole cost, the Trail Segment and its other Improvements in good, attractive condition and repair. The City shall patrol the Trail at reasonably intervals and remove from the Property any litter, weeds or graffiti along the Trail. The City disclaims any responsibility to remove snow from the Trail Segment.

Section 3. **Signage.** The City may erect and maintain in place signage on the Property to, *inter alia*, direct users to the Trail; encourage users to stay on the Trail; and prohibit littering, hunting, trapping, building fires, picking or injuring plants or trees, or injuring or harassing wildlife. Such signage also may advise users that the property over which the Trail passes is private and that, in permitting its use by the public, the liability of the landowner is limited. The City may take steps to educate users in trail etiquette by including guidelines for users in maps or other trail publications.

Section 4. **No Interference.** Grantor shall not in any manner obstruct or interfere with the free and unimpeded public use of the Easement for Trail purposes. Grantor reserves and retains for itself and its successors, assigns and designees the right to cross the Easement and to use the Easement for any and all purposes which do not materially interfere with the City's reasonable use of the Easement as provided herein.

Section 5. **Duration.** The Easement granted herein shall be perpetual in duration; provided, however, that the City may terminate the Easement at any time through delivery to Grantor of a quitclaim deed or other written, notarized evidence of the City's termination of the Easement.

Section 6. **Covenants Run with Land.** The Easement shall (a) create an equitable servitude on the Property in favor of the City; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) inure to the benefit of and be binding upon Grantor and the City, their respective successors and assigns.

Section 7. **Assignment.** The City freely may assign its rights and/or delegate its duties under this Agreement to the County, if required by the County as a condition to use of ZAP funds for Trail

purposes. City shall notify Grantor in writing of any such assignment/delegation. No such assignment/delegation shall relieve the City of the responsibility to ultimately assure full and timely performance of the City's obligations hereunder.

Section 8. **Immunity Act; Indemnity.** The City is a governmental entity under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30d-101, *et seq.*) (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, the City shall be responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees, but does not waive any (a) defenses otherwise available to the City under the Immunity Act, nor (b) any limits of liability currently provided by the Indemnity Act.

Subject to the foregoing, the City shall indemnify, defend and hold Grantor harmless from and against any and all claims, actions and proceedings (at law or in equity), and all associated costs and fees (including reasonable attorneys fees incurred by counsel reasonably selected by City or its insurers), arising from City's use of the Easement as provided herein.

Section 9. **General Provisions.** The following provisions are also integral parts of this Agreement:

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

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

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

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

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

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

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

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

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

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

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

[End of text. Signatures to appear on following page].

DATED effective the date first-above written.



CITY:

COTTONWOOD HEIGHTS, a Utah municipality

By:

Kelvyn H. Cullimore, Jr.
KELVYN H. CULLIMORE, JR., Mayor

GRANTOR:

MARKET STREET COTTONWOODS, L.L.C.,
a Utah limited liability company

By:

John Williams
April 10, 2008

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On July 17th, 2008, personally appeared before me **KELVYN H. CULLIMORE, JR.** and **LINDA W. DUNLAVY**, who duly acknowledged to me that they executed the foregoing Easement Agreement as the mayor and the recorder, respectively, of **COTTONWOOD HEIGHTS**, a Utah municipality.



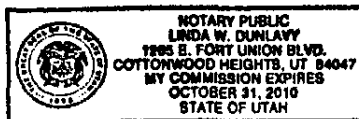
Debbie R. Bird
Notary Public

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On April 10, 2008, personally appeared before me John Williams, who duly acknowledged to me that he executed the foregoing Easement Agreement as the managing partner of **MARKET STREET COTTONWOODS, L.L.C.**, a Utah limited liability company.



WST\CH499992.1

Linda Dunlavy
Notary Public

Exhibits to Easement Agreement

(Attach Legal Descriptions and Maps of Easement)

Public Trail Easement

Exhibit A

Market Street Cottonwoods LLC # 22-23-179-009
Lot 2 Cottonwood Corporate Center Subdivision

A Public Trail Easement being twenty feet in width, the centerline of which is described as follows.

Beginning at a point on the westerly line of grantors property (lot 2), said point being located North 00°08'51" East along the Quarter Section line 648.06 feet, and east 1999.38 feet from the West Quarter Corner of Section 23 Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 75°18'15" East 38.99 feet; Thence South 40°59'12" East 9.31 feet to a point of a 26.93 foot non-tangent curve to the right; Thence continuing Southerly 15.43 feet along the arc of said curve through a central angle of 32°49'23" bearing to center being South 65°20'20" West (chord bearing South 08°14'59" East 15.22 feet); Thence South 06°31'15" West 40.73 feet to a point of a 55.00 foot non tangent radius curve to the left; Thence continuing Southeasterly 17.49 feet along the arc of said curve through a central angle of 18°13'28" bearing to center South 89°17'38" East (chord bearing South 08°24'22" East 17.42 feet); Thence South 17°31'06" East 41.40 feet to a point of curvature of a 55.00 foot radius curve to the left; Thence continuing Southeasterly 41.35 feet along the arc of said curve through a central angle of 43°04'41"; Thence South 60°35'46" East 41.69 feet to a point of curvature of a 55.00 foot radius curve to the left; Thence continuing Southeasterly 5.15 feet along the arc of said curve through a central angle of 05°21'46"; Thence South 65°57'33" East 23.05 feet to a point of curvature of a 45.00 foot radius curve to the right; Thence continuing Southeasterly 8.72 feet along the arc of said curve trough a central angle of 11°06'14"; Thence South 54°51'20" East 9.68 feet; Thence South 54°57'40" East 25.43 feet; Thence South 52°58'48" East 23.11 feet; Thence South 57°15'58" East 34.40 feet; Thence South 89°53'11" East 30.30 feet; Thence South 58°06'21" East 21.63 feet; Thence South 34°22'59" East 17.41 feet; Thence South 14°45'07" East 12.73 feet; Thence South 01°30'32" West 23.28 feet; Thence South 01°13'47" West 33.67 feet more or less to east line of grantors property, said point also being the westerly line of 3000 East Street right of way and point of ending. Area = 10,298 sq ft. more or less

Also containing a temporary construction easement across, through, and over grantors property as reasonably necessary and required to construct said trail within grantors property.

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

Note: To obtain Gilson Engineering, Inc. Project (CHC.112.07) Bearings rotate clockwise 00°16'13"

Public Trail Easement

Exhibit A

Market Street Cottonwoods LLC # 22-23-178-012 & 013

A Public Trail Easement being described as follows.

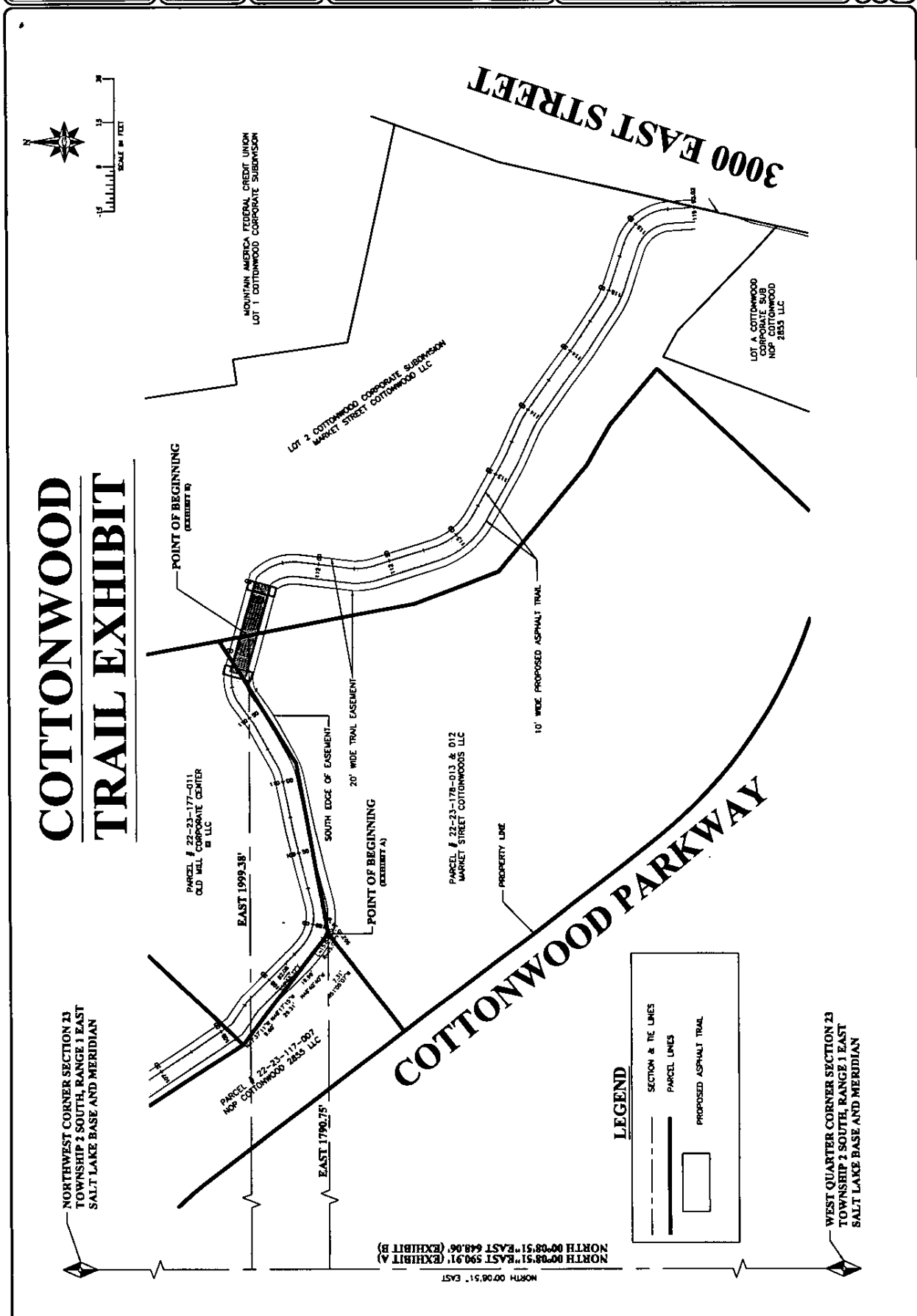
Beginning at a point on the northerly line of grantors property, said point being located North 00°08'51" East along the Quarter Section line 590.91 feet, and east 1790.75 feet from the West Quarter Corner of Section 23 Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 52°29'23" East 3.69 feet along grantors northerly line thence North 79°12'42" East along said grantors northerly line 119.00 feet; thence North 57°53'55" East 100.26 feet along said northerly line; thence South 10°59'32" East 32.13 feet along grantors easterly line; thence leaving grantors easterly boundary and following the southerly line of said trail easement the following ten (10 Courses) 1. North 75°18'15" West 30.35 feet to a point of curvature of a 15.00 foot radius curve to the left; 2. Continuing 11.07 feet Southwesterly along the arc of said curve through a central angle of 42°18'02"; 3. South 53°57'08" West 16.57 feet to a point of curvature of a 45.00 foot radius curve to the right; 4. Continuing 5.26 feet southwesterly along the arc of said curve through a central angle of 06°41'48" ; 5. South 60°38'56" West 32.17 feet to a point of curvature of a 45.00 foot radius curve to the right; 6. Continuing Southwesterly 13.59 feet along the arc of said curve through a central angle of 17°18'34" ; 7. South 77°57'30" West 38.76 feet to a point of curvature of a 15.00 foot radius curve to the left; 8. Continuing Southwesterly 0.66 feet along the arc of said curve through a central angle of 2°32'15"; 9. South 75°25'15" West 49.23 feet to a point of curvature of a 45.00 foot radius curve to the right; 10. Continuing southwesterly 26.45 feet along the arc of said curve through a central angle of 33°40'31" to the point of beginning.

Contains: 1,440 sq ft more or less

Also containing a temporary construction easement across, through, and over grantors property as reasonably necessary and required to construct said trail within grantors property.

It is the intent of this easements sidelines to coincide with the sidelines of the trail easement documents to northwest and southeast adjoining this parcel.

Note: To obtain Gilson Engineering, Inc. Project (CHC.112.07) Bearings rotate clockwise 00°16'13"



10498907

AFTER RECORDING, RETURN TO:

(Beckstrand Associates Parcel)

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

Easement Agreement

THIS EASEMENT AGREEMENT (this "*Agreement*") is made effective March 25 2008 by **BECKSTRAND FAMILY INVESTMENTS LLC** and **OLD MILL CORPORATE CENTER III, LLC**, two Utah limited liability companies whose address is 6322 South 3000 East, Suite 120, Cottonwood Heights, UT 84121 (collectively, "*Grantor*"), and **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (the "*City*").

RECITALS:

A. Each of the entities comprising Grantor owns real property located in the Old Mill Corporate Center at or near 6300 South 3000 East in Cottonwood Heights, Salt Lake County, Utah (the "*Property*").

B. As explained in detail in the urban trails element of its general plan, the City desires to establish a public trail (the "*Trail*") running from the City's boundary near "Knudsen Corner" (intersection of I-215 and Holladay Blvd.) to the Bonneville Shoreline Trail in Big Cottonwood Canyon, as shown on the exhibits annexed hereto. Establishment, construction and maintenance of the Trail likely would occur in conjunction with, or through, Salt Lake County (the "*County*") as part of the County's "Zoo, Arts and Parks" ("*ZAP*") program.

C. A segment (the "*Segment*") of the proposed Trail runs over the Property as shown and described on the attached exhibits.

D. The City desires to obtain from Grantor, and Grantor desires to grant to the City, an easement across the Property, for the purposes, and on the terms and conditions, specified in this Agreement.

AGREEMENT:

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

Section 1. **Grant of Easement.** Grantor hereby irrevocably grants and conveys to the City a non-exclusive right-of-way and easement (the "*Easement*") over and across the Property as shown and described on attached exhibits "A" and "B." The Easement is granted for the purpose of allowing the City to construct, re-construct, install, maintain, use and operate (for public trail purposes), inspect, and repair the Segment of the Trail and associated improvements (the "*Improvements*"), together with all rights of ingress and egress over and across adjacent and contiguous property owned by Grantor, as shown on the attached exhibits.

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD HEIGHTS
1265 E FORT UNION BLVD STE 340
COTTONWOOD HEIGHTS UT 84047
BY: KLD, DEPUTY - MA 15 P.
BK 9634 PG 7685

The City shall have the right to permit the public to pass and re-pass over the Trail on foot and on non-motorized bicycles. Motorized maintenance vehicles also shall be permitted on the Trail. Other motorized vehicles (such as snowmobiles, motorized dirt bikes, motorcycles and all terrain vehicles) shall be prohibited on the Trail.

The Improvements shall be limited to an appropriate surface for the Trail (such as gravel); low-maintenance "canyon" landscaping consistent in appearance with the current surroundings (which may include, for example, ornamental grasses and rock); a 4' split rail (wood) fence (or comparable); unobtrusive, Trail-related signage; any appropriate irrigation/water system; and/or any appropriate electrical system and unobtrusive lighting (collectively, the "Improvements"). The Trail Segment and any Improvements shall be constructed in a manner to provide for easy access to the adjacent Big Cottonwood Stream by Grantor or other authorized persons for stream-maintenance purposes.

The City shall construct any Improvements at its cost, and shall ensure that all related work is performed in a professional and workmanlike manner, and that the balance of the Property, if disturbed by the City or its agents during construction, is returned to similar condition as prior to such disturbance.

Section 2. **Maintenance.** The City shall be solely responsible for maintaining, at its sole cost, the Trail Segment and its other Improvements in good, attractive condition and repair. The City shall patrol the Trail at reasonably intervals and remove from the Property any litter, weeds or graffiti along the Trail. The City disclaims any responsibility to remove snow from the Trail Segment.

Section 3. **Signage.** The City may erect and maintain in place signage on the Property to, *inter alia*, direct users to the Trail; encourage users to stay on the Trail; and prohibit littering, hunting, trapping, building fires, picking or injuring plants or trees, or injuring or harassing wildlife. Such signage also may advise users that the property over which the Trail passes is private and that, in permitting its use by the public, the liability of the landowner is limited. The City may take steps to educate users in trail etiquette by including guidelines for users in maps or other trail publications.

Section 4. **No Interference.** Grantor shall not in any manner obstruct or interfere with the free and unimpeded public use of the Easement for Trail purposes. Grantor reserves and retains for itself and its successors, assigns and designees the right to cross the Easement and to use the Easement for any and all purposes which do not materially interfere with the City's reasonable use of the Easement as provided herein.

Section 5. **Grantor's Alternate Trail.** Grantor desires to maintain on the Property an "alternate" trail which follows a route different from the Trail, including passage through parking areas on the Property (the "*Grantor's Alternate Trail*"). While Grantor is legally entitled to make such use of its Property, City disclaims any responsibility for Grantor's Alternate Trail and intends to encourage (through the signage referenced in section 3 above) the public to use the Trail rather than Grantor's Alternate Trail.

Section 6. **Snow on Parking Structure.** The Trail Segment passes to the South of a multi-story parking structure (the "*Structure*") on the Property. The City releases Grantor, and shall hold Grantor harmless, from any injuries caused by snow or ice sliding off the Structure onto Trail users.

Section 7. **Duration.** The Easement granted herein shall be perpetual in duration; provided, however, that the City may terminate the Easement at any time through delivery to Grantor of a quitclaim deed or other written, notarized evidence of the City's termination of the Easement.

Section 8. **Covenants Run with Land.** The Easement shall (a) create an equitable servitude on the Property in favor of the City; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) inure to the benefit of and be binding upon Grantor and the City, their respective successors and assigns.

Section 9. **Assignment.** The City freely may assign its rights and/or delegate its duties under this Agreement to the County, if required by the County as a condition to use of ZAP funds for Trail purposes. City shall notify Grantor in writing of any such assignment/delegation. No such assignment/delegation shall relieve the City of the responsibility to ultimately assure full and timely performance of the City's obligations hereunder.

Section 10. **Immunity Act; Indemnity.** The City is a governmental entity under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30d-101, *et seq.*) (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, the City shall be responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees, but does not waive any (a) defenses otherwise available to the City under the Immunity Act, nor (b) any limits of liability currently provided by the Indemnity Act.

Subject to the foregoing, the City shall indemnify, defend and hold Grantor harmless from and against any and all claims, actions and proceedings (at law or in equity), and all associated costs and fees (including reasonable attorneys fees incurred by counsel reasonably selected by City or its insurers), arising from City's use of the Easement as provided herein.

Grantor shall indemnify, defend and hold the City harmless from and against any and all claims, actions and proceedings (at law or in equity), and all associated costs and fees (including reasonable attorneys fees incurred by counsel reasonably selected by Grantor or its insurers), arising from any use of Grantor's Alternate Trail.

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

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

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

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

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

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

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

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

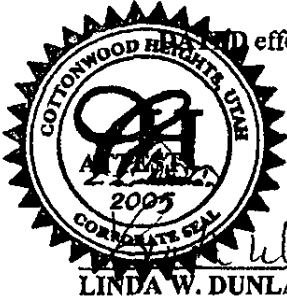
(h) Time of Essence. Time is the essence of this Agreement.

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

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

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

[End of text. Signatures to appear on following page].



effective the date first-above written.

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

By:

Kelvyn H. Cullimore, Jr.
KELVYN H. CULLIMORE, JR., Mayor

GRANTOR:

BECKSTRAND FAMILY INVESTMENTS LLC,
a Utah limited liability company

By:

Richard N. Beckstrand
RICHARD N. BECKSTRAND, Manager

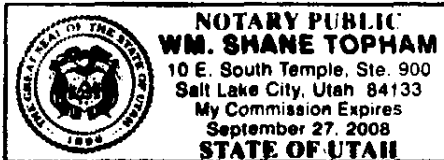
OLD MILL CORPORATE CENTER III, LLC,
a Utah limited liability company

By:

Richard N. Beckstrand
RICHARD N. BECKSTRAND, Manager

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

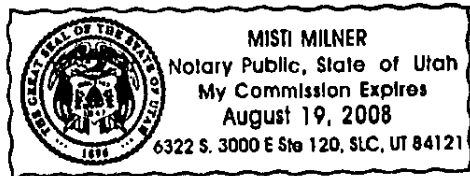
On 25 March 2008, personally appeared before me **KELVYN H. CULLIMORE, JR.** and **LINDA W. DUNLAVY**, who duly acknowledged to me that they executed the foregoing Easement Agreement as the mayor and the recorder, respectively, of **COTTONWOOD HEIGHTS**, a Utah municipality.




W. S. Topham
Notary Public

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

On March 7 2008, personally appeared before me **RICHARD N. BECKSTRAND**, who duly acknowledged to me that he executed the foregoing Easement Agreement as the manager of **BECKSTRAND FAMILY INVESTMENTS LLC** and of **OLD MILL CORPORATE CENTER III, LLC**, two Utah limited liability companies.




Notary Public

WSTACHM99973.3

Exhibit "A"
to Easement Agreement

(Attach Legal Description of Property)

Public Trail Easement

Exhibit A

Old Mill Corporate Center Parking
Facilities LLC # 22-23-176-008

A Public Trail Easement being twenty feet in width, the centerline of which is described as follows.

Commencing from a point on the northerly line of grantors property, said point being North $0^{\circ}08'51''$ East 1265.50 feet along the quarter section line and east 1235.22 feet from the West Quarter corner of Section 23 Township 2 South Range 1 East Salt Lake Base and Meridian. And running thence South $60^{\circ}43'01''$ East 36.59 feet; Thence South $67^{\circ}11'56''$ East 57.55 feet; Thence South $60^{\circ}14'15''$ East 27.30 feet; Thence South $46^{\circ}43'34''$ East 34.16 feet; thence South $36^{\circ}45'18''$ East 23.69 feet to a point on a 93.82 foot non tangent radius curve to the right; Thence continuing 42.76 feet Southeasterly along the arc of said curve through a central angle of $26^{\circ}06'39''$ (bearing to center South $53^{\circ}33'29''$ West) (chord South $23^{\circ}23'12''$ East 42.39 feet) more or less to the southerly line of grantors property said point also the point of ending.

Contains 4374 sq ft more or less

ALSO containing a temporary construction easement across, through, and over grantors property as reasonably necessary and required to construct said trail within grantors property.

Beginning and ending sidelines of described Public Trail Easement to be shortened or extended to begin and terminate on the Grantors property lines. It is the intent of this easements sidelines to coincide with the sidelines of the trail easement documents to northwest and southeast adjoining this parcel.

Note: To obtain Gilson Engineering, Inc. Project (CHC.112.07) Bearings rotate clockwise $00^{\circ}16'13''$

Public Trail Easement

Exhibit A

Old Mill Corporate Parking Facilities LLC parcel # 22-23-176-012

A Public Trail Easement, ten feet left and 25 feet right of the following described centerline of which is described as follows:

Beginning at a point on the northerly line of grantors property, said point being located North 00°08'51" East along Quarter Section line 1127.63 feet, and east 1411.73 feet from the West Quarter Corner of Section 23 Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 29°32'25" East 3.05 feet to a point of curvature of a 31.00 foot radius curve to the right; Thence continuing Southerly 21.48 feet along the arc of said curve through a central angle of 39°41'46" to a point of curvature of a 41.00 foot radius curve to the left; Thence continuing Southeasterly 31.74 feet along the arc of said through a central angle of 44°21'20"; Thence South 34°11'58" East 116.04 feet to a point of curvature of a 45.00 foot radius curve to the right; Thence continuing Southeasterly 15.18 feet along the arc of said curve through a central angle of 19°19'41" to a point of curvature of a 55.00 foot radius curve to the left; Thence continuing Southeasterly 11.61 feet along the arc of said curve through a central angle of 12°05'22"; thence South 26°57'39" East 124.05 feet to a point of curvature of a 35.00 foot radius curve to the left; Thence continuing Southeasterly 32.34 feet along the arc of said curve through a central angle of 52°56'34"; Thence South 79°54'13" East 36.77 feet to a point of curvature of a 25.00 foot radius curve to the right; Thence continuing Southeasterly 6.74 feet along the arc of said curve through a central angle of 15°26'21" to the Southeasterly line of grantors property and point of ending for this description.

Also containing a temporary construction easement across, through, and over grantors property as reasonably necessary and required to construct said trail within grantors property.

Beginning and ending sidelines of described Public Trail Easement to be shortened or extended to begin and terminate on the Grantors property lines. It is the intent of this easements sidelines to coincide with the sidelines of the trail easement documents to the West, Northwest and Southeast adjoining this parcel.

Note: To obtain Gilson Engineering, Inc. Project (CHC.112.07) Bearings rotate clockwise 00°16'13"

Public Trail Easement

Exhibit A

NOP Cottonwood 2855 LLC # 22-23-177-007

A Public Trail Easement being described as follows.

Beginning at a point on the Northeasterly line of grantors property, said point being located North 00°08'51" East along Quarter Section line 642.32 feet, and East 1727.85 feet from the West Quarter Corner of Section 23 Township 2 South, Range 1 East, Salt Lake Base and Meridian, And running thence South 53°11'50" East along said Northeasterly line of grantors property 82.06 feet to the Southeast corner of grantors property; Thence South 52°29'23" West 3.70 feet a point on a 45.00 foot radius non tangent curve to the right; Thence continuing Northwesterly 15.32 feet along the arc of said curve through a central angle of 19°30'34" bearing to center North 19°05'53" East (chord North 61°08'50" West 15.25 feet); Thence North 51°21'20" West 7.31 feet; Thence North 46°56'53" West 19.99 feet; Thence North 48°33'29" West 29.31 feet; Thence North 47°53'25" West 9.60 feet to the point of beginning.

Contains: 270 sq ft more or less

Also containing a temporary construction easement across, through, and over grantors property as reasonably necessary and required to construct said trail within grantors property.

Note: To obtain Gilson Engineering, Inc. Project (CHC.112.07) Bearings rotate clockwise 00°16'13" It is the intent of this easements sidelines to coincide with the sidelines of the easement documents to north and southeast adjoining this parcel.

Public Trail Easement

Exhibit A

Old Mill Corporate Center III LC # 22-23-177-013

A Public Trail Easement being twenty feet in width, the centerline of which is described as follows.

Beginning at a point on the northwesterly line of grantors property, said point being located North 00°08'51" East along the Quarter Section line 815.75 feet, and east 1623.56 feet from the West Quarter Corner of Section 23 Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence Southeasterly 20.74 feet along the arc of a 25.00 foot radius curve to the right through a central angle 47°32'36" (Chord bearing South 40°41'34" East 20.15 feet); thence South 16°55'17" East 16.86 feet to a point of curvature of a 35.00 foot radius curve to the left; thence continuing southeasterly 9.79 feet along the arc of said curve through a central angle 16°01'07"; thence South 32°56'24" East 131.87 feet; thence South 47°53'25" East 6.80 feet more or less to the south line of grantors property and point of ending.

Contains: 3730 sq ft more or less

Also containing a temporary construction easement across, through, and over grantors property as reasonably necessary and required to construct said trail within grantors property.

Beginning and ending sidelines of described Public Trail Easement to be shortened or extended to begin and terminate on the Grantors property lines. It is the intent of this easements sidelines to coincide with the sidelines of the trail easement documents to northwest and southeast adjoining this parcel.

Note: To obtain Gilson Engineering, Inc. Project (CHC.112.07) Bearings rotate clockwise 00°16'13"

Public Trail Easement

Exhibit A

Old Mill Corporate Center III LC # 22-23-177-011

A Public Trail Easement being 20 feet in width, the centerline of which is described as follows.

Beginning at a point on the northwesterly line of grantors property, said point being located North 00°08'51" East along the Quarter Section line 660.26 feet, and east 1722.86 feet from the West Quarter Corner of Section 23 Township 2 South, Range 1 East, Salt Lake Base and Meridian, And running thence South 47°53'25" East 25.24 feet; thence South 48°33'29" East 29.40 feet; thence South 46°56'53" East 19.75 feet; thence South 50°04'10" East 3.02 feet to a point of a 35.00 foot radius curve to the left; Thence continuing Southeasterly 34.65 feet along the arc of said curve through a central angle of 56°43'46" to a point of reverse curvature of a 25.00 foot radius curve to the right; Thence continuing Easterly 5.59 feet along the arc of said curve through a central angle of 12°48'21"; Thence North 86°00'26" East 7.91 feet to a point of curvature of a 35.00 foot radius curve to the left; Thence continuing Northeasterly 6.47 feet along the arc of said curve through a central angle of 10°35'11"; thence North 75°25'15" East 30.58 feet; thence North 77°57'30" East 39.31 feet to a point of curvature of a 35.00 foot radius curve to the left; thence continuing Northeasterly 10.57 feet along the arc of said curve through a central angle of 17°18'34"; Thence North 60°38'56" East 32.17 feet to a point of curvature of a 35.00 foot radius curve to the left; Thence continuing Northeasterly 4.09 feet along the arc of said curve through a central angle of 06°41'48"; Thence North 53°57'08" East 17.21 feet to a point on a 25.00 foot radius non tangent curve to the right; thence continuing Easterly 17.88 feet along the arc of said curve through a central angle of 40°58'12" bearing to center South 29°30'37" East (Chord North 80°58'29" East 17.50 feet) more or less to the Southerly line of grantors property and point of ending.

Contains: 4577 sq ft more or less

Also containing a temporary construction easement across, through, and over grantors property as reasonably necessary and required to construct said trail within grantors property.

Beginning and ending sidelines of described Public Trail Easement to be shortened or extended to begin and terminate on the Grantors property lines. It is the intent of this easements sidelines to coincide with the sidelines of the trail easement documents to northwest and southeast adjoining this parcel.

Note: To obtain Gilson Engineering, Inc. Project (CHC.112.07) Bearings rotate clockwise 00°16'13"

Public Trail Easement

Exhibit A

Old Mill Corporate Parking Facilities LLC parcel # 22-23-176-012

A Public Trail Easement being twenty feet in width, the centerline of which is described as follows:

Beginning at a point on the northerly line of grantors property, said point being located North 00°08'51" East along Quarter Section line 1127.63 feet, and east 1411.73 feet from the West Quarter Corner of Section 23 Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 29°32'25" East 3.05 feet to a point of curvature of a 31.00 foot radius curve to the right; Thence continuing Southerly 21.48 feet along the arc of said curve through a central angle of 39°41'46" to a point of curvature of a 41.00 foot radius curve to the left; Thence continuing Southeasterly 31.74 feet along the arc of said through a central angle of 44°21'20"; Thence South 34°11'58" East 116.04 feet to a point of curvature of a 45.00 foot radius curve to the right; Thence continuing Southeasterly 15.18 feet along the arc of said curve through a central angle of 19°19'41" to a point of curvature of a 55.00 foot radius curve to the left; Thence continuing Southeasterly 11.61 feet along the arc of said curve through a central angle of 12°05'22"; thence South 26°57'39" East 124.05 feet to a point of curvature of a 35.00 foot radius curve to the left; Thence continuing Southeasterly 32.34 feet along the arc of said curve through a central angle of 52°56'34"; Thence South 79°54'13" East 36.77 feet to a point of curvature of a 25.00 foot radius curve to the right; Thence continuing Southeasterly 6.74 feet along the arc of said curve through a central angle of 15°26'21" to the Southeasterly line of grantors property and point of ending for this description.

Contains: 6984 sq ft more or less

Also containing a temporary construction easement across, through, and over grantors property as reasonably necessary and required to construct said trail within grantors property.

Beginning and ending sidelines of described Public Trail Easement to be shortened or extended to begin and terminate on the Grantors property lines. It is the intent of this easements sidelines to coincide with the sidelines of the trail easement documents to the West, Northwest and Southeast adjoining this parcel.

Note: To obtain Gilson Engineering, Inc. Project (CHC.112.07) Bearings rotate clockwise 00°16'13"

Public Trail Easement

Exhibit A

NOP Cottonwood 2855 LLC % Interest,
Hines Interests LTD PTR # 22-23-151-012

A Public Trail Easement being twenty feet in width, the centerline of which is described as follows.

Beginning at a point on the northeasterly line of grantors property, said point being located North 00°08'51" East along Quarter Section line 841.31 feet, and east 1556.66 feet from the West Quarter Corner of Section 23 Township 2 South, Range 1 East, Salt Lake Base and Meridian, And running thence Southeasterly 30.61 feet along the arc of a 35.00 foot radius curve to the left through a central angle 50°06'22" (Chord bearing South 54°51'02" East 29.64 feet); Thence South 79°54'13" East 19.41 feet more or less to the Grantors Northeasterly property line and point of ending.

Contains: 1043 sq ft more or less

Also containing a temporary construction easement across, through, and over grantors property as reasonably necessary and required to construct said trail within grantors property.

Beginning and ending sidelines of described Public Trail Easement to be shortened or extended to begin and terminate on the Grantors property lines.

Note: To obtain Gilson Engineering, Inc. Project (CHC.112.07) Bearings rotate clockwise 00°16'13" It is the intent of this easements sidelines to coincide with the sidelines of the easement documents to north and southeast adjoining this parcel.



AFTER RECORDING, RETURN TO:

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

Easement Agreement

THIS EASEMENT AGREEMENT (this "*Agreement*") is made effective 31 January 2007 by **WALKER DEVELOPMENT PARTNERSHIP**, a Utah limited partnership whose address is 4318 Lynne Lane, Holladay, UT 84124 ("*Grantor*"), and **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (the "*City*").

RECITALS:

A. Grantor owns approximately 2.5 acres of real property located at or near 6800 South Big Cottonwood Canyon Road, Cottonwood Heights, Salt Lake County, Utah (the "*Property*"). The legal description of the Property is set forth on attached exhibit "A."

B. As explained in detail in the urban trails element of its general plan, the City desires to establish a trail (the "*Trail*") running from the City's boundary near "Knudsen Corner" (intersection of I-215 and Holladay Blvd.) to the Bonneville Shoreline Trail in Big Cottonwood Canyon, as shown on exhibit "B" annexed hereto. Establishment, construction and maintenance of the Trail likely would occur in conjunction with, or through, Salt Lake County (the "*County*") as part of the County's "Zoo, Arts and Parks" ("*ZAP*") program.

C. A segment (the "*Segment*") of the proposed Trail runs along and over the Southerly side of the Property as shown on attached exhibit "B."

D. The City desires to obtain from Grantor, and Grantor desires to grant to the City, an easement across the Property, for the purposes, and on the terms and conditions, specified in this Agreement.

AGREEMENT:

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

Section 1. **Grant of Easement.** Grantor hereby irrevocably grants and conveys to the City a non-exclusive right-of-way and easement (the "*Easement*") over and across the Southerly twenty (20) feet of the Property as shown on attached exhibit "B." The Easement is granted for the purpose of allowing the City to construct, re-construct, install, maintain, use, operate, inspect, and repair the Segment of the Trail and associated improvements (the "*Improvements*").

The Improvements shall be limited to an appropriate surface for the Trail (such as gravel); low-maintenance "canyon" landscaping consistent in appearance with the current surroundings (which may include, for example, ornamental grasses and rock); a 4' split rail (wood) fence (or comparable);

unobtrusive, Trail-related signage; any appropriate irrigation/water system; and any appropriate electrical system and unobtrusive lighting (collectively, the "*Improvements*"). The Trail Segment and the Improvements shall be constructed in a manner to provide for easy access to the adjacent Big Cottonwood Stream by Grantor or other authorized persons for stream-maintenance purposes.

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

Section 2. **Maintenance.** The City shall be solely responsible for maintaining, at its sole cost, the Trail Segment and its other Improvements in good, attractive condition and repair.

Section 3. **No Interference.** Grantor shall not in any manner obstruct or interfere with the free and unimpeded public use of the Easement for Trail purposes. Grantor reserves and retains for itself and its successors, assigns and designees the right to cross the Easement and to use the Easement for any and all purposes which do not materially interfere with the City's reasonable use of the Easement as provided herein. City agrees that the Trail Segment shall count as any required public sidewalk along the Southerly side of the Property in connection with any future subdivision or development of the Property. City further agrees that its right to use the Easement shall not include or imply any right to remove any native trees currently located on the Property, absent Grantor's express written authorization.

Section 4. **Duration.** The Easement granted herein shall be perpetual in duration; provided, however, that the Easement shall terminate, at the City's option, in connection with any future required public dedication of the Easement attending a future subdivision or development of the Property, which dedication shall be in accordance with the City's standard, legally permissible practices.

Section 5. **Covenants Run with Land.** The Easement shall (a) create an equitable servitude on the Property in favor of the City; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Property at any time or from time to time; and (d) inure to the benefit of and be binding upon Grantor and the City, their respective successors and assigns.

Section 6. **Assignment.** The City freely may assign its rights and/or delegate its duties under this Agreement to the County, if required by the County as a condition to use of ZAP funds for Trail purposes. City shall notify Grantor in writing of any such assignment/delegation. No such assignment/delegation shall relieve the City of the responsibility to ultimately assure full and timely performance of the City's obligations hereunder.

Section 7. **Immunity Act; Indemnity.** The City is a governmental entity under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30d-101, *et seq.*) (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, the City shall be responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees, but does not waive any (a) defenses otherwise available to the City under the Immunity Act, nor (b) any limits of liability currently provided by the Indemnity Act.

Subject to the foregoing, the City shall indemnify, defend and hold Grantor harmless from and against

any and all claims, actions and proceedings (at law or in equity), and all associated costs and fees (including reasonable attorneys fees incurred by counsel reasonably selected by City or its insurers), arising from City's use of the Easement as provided herein.

Section 8. **General Provisions.** The following provisions are also integral parts of this Agreement:

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

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

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

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

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

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

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

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

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

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

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

certified and addressed to the parties at their respective addresses set forth above.

DATED effective the date first-above written.



LINDA W. DUNLAVY, City Recorder

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

By:

KELVYN H. CULLIMORE, JR., Mayor

GRANTOR:

WALKER DEVELOPMENT PARTNERSHIP,
a Utah limited partnership

By:

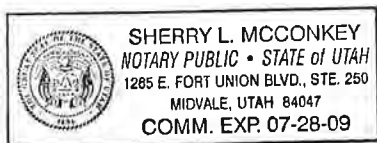
DOUGLAS M. SHELBY, General Partner

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On ^{January} ~~30 February~~ 2007, personally appeared before me **KELVYN H. CULLIMORE, JR.** and **LINDA W. DUNLAVY**, who duly acknowledged to me that they executed the foregoing Easement Agreement as the mayor and the recorder, respectively, of **COTTONWOOD HEIGHTS**, a Utah municipality.



Notary Public

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On ³⁰ January 2007, personally appeared before me **DOUGLAS M. SHELBY**, who duly acknowledged to me that he executed the foregoing Easement Agreement as the general partner of **WALKER DEVELOPMENT PARTNERSHIP**, a Utah limited partnership.



Notary Public

WST\CH480285.3

Exhibit "B"
to Easement Agreement

(Attach Drawing, Etc. of Trail and Easement)

CITY OF COTTONWOOD HEIGHTS, UTAH
BETTERMENT PROJECT ALONG BIG COTTONWOOD CANYON TRAIL
PROJECT NO. CHC.050 -- TRCC PROJECT
ENGINEER'S OPINION OF COSTS

No. -----	Item -----	Quantity -----	Unit -----	Unit Price -----	Total Amount -----
1.	Mobilization	Lump	Sum	----	\$4,800.00
2.	Traffic control, complete	Lump	Sum	----	\$500.00
3.	Erosion control, complete	Lump	Sum	----	\$700.00
4.	Clear and grub all work areas along trail, complete; including removing and disposing of tree roots, complete	Lump	Sum	----	\$3,500.00
5.	Remove and dispose of existing asphalt and base complete,	4,000	s.f.	\$3.00	\$12,000.00
6.	Furnish and place granular borrow material for trail construction	150	c.y.	\$30.00	\$4,500.00
7.	General earthwork for trail, complete; including trail grading, constructing embankments, base preparation, and all appurtenant work	400	l.f.	\$5.00	\$2,000.00
8.	Construct 10-foot wide asphalt trail, complete; including 8-inch thick gravel base, 4-inch thick asphalt surface course, and all appurtenant work	400	l.f.	\$27.00	\$10,800.00
9.	Remove existing retaining wall	400	s.f.	\$15.00	\$6,000.00
10.	Furnish and apply paint for trail striping, complete	8.0	gal.	\$250.00	\$2,000.00

No.	Item	Quantity	Unit	Unit Price	Total Amount
-----	-----	-----	-----	-----	-----
11.	Furnish and place flowable fill to prevent future tree roots, complete	100	c.y.	\$60.00	\$6,000.00
12.	Construct concrete retaining wall	400	s.f.	\$60.00	\$24,000.00

	TOTAL CONSTRUCTION COST				\$76,800.00
	Construction contingency item for miscellaneous unforeseen items of construction as approved by the Engineer (approximately 10%)				\$7,680.00

	TOTAL CONSTRUCTION BUDGET COST				\$84,480.00
	Engineering, Legal and Administrative Costs				\$8,500.00

	TOTAL PROJECT BUDGET COST				\$92,980.00

Legend

-  Trip Hazard Areas
-  Big Cottonwood Canyon Trail
-  City Boundary
-  Holladay City

Big Cottonwood Canyon Trail Reconstruction Project



Cottonwood Heights



Holladay

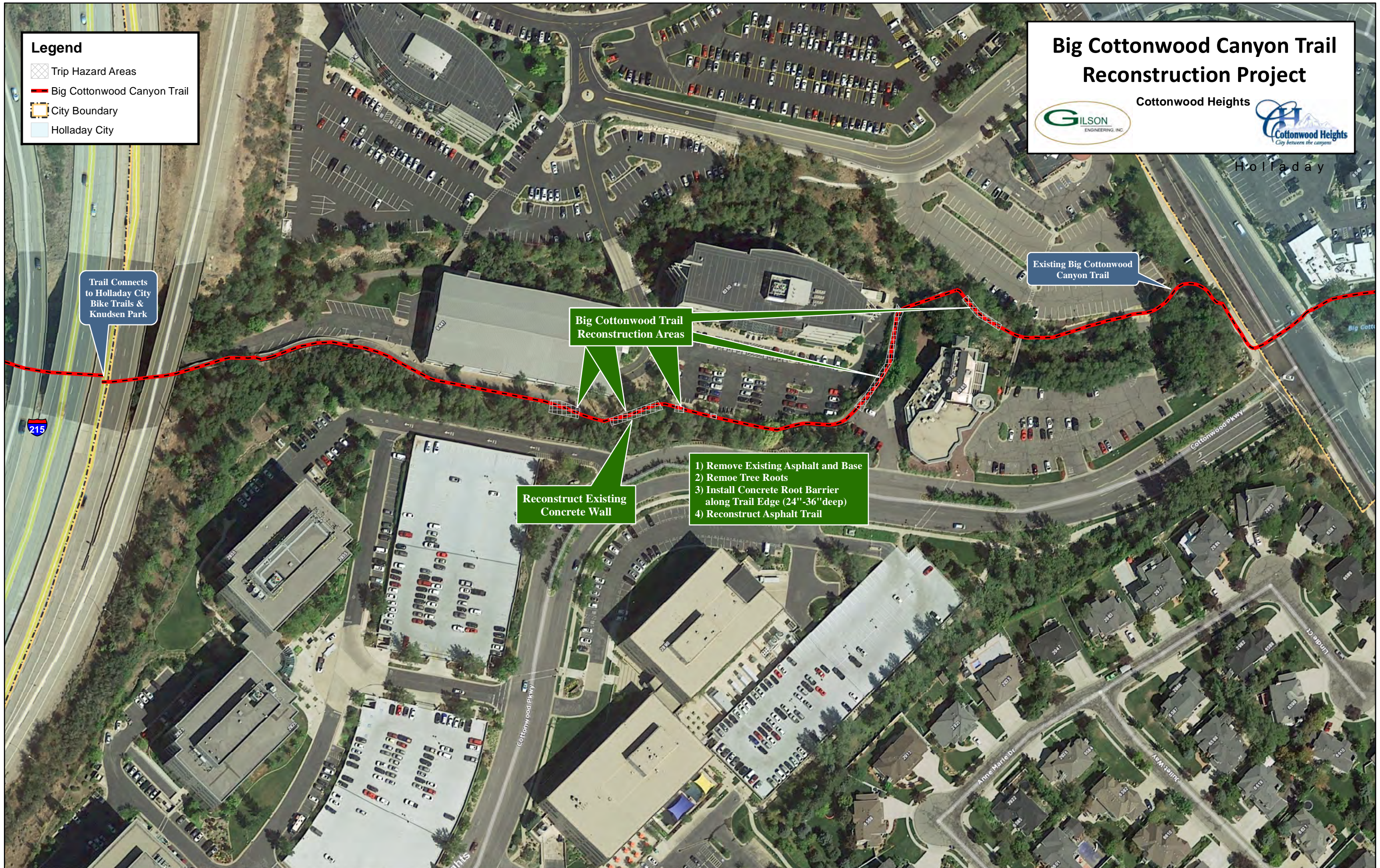
Existing Big Cottonwood
Canyon Trail

Big Cottonwood Trail
Reconstruction Areas

Reconstruct Existing
Concrete Wall

- 1) Remove Existing Asphalt and Base
- 2) Remove Tree Roots
- 3) Install Concrete Root Barrier
along Trail Edge (24"-36" deep)
- 4) Reconstruct Asphalt Trail

Trail Connects
to Holladay City
Bike Trails &
Knudsen Park





Board of Trustees:

Carl Evans
Debbie Tyler
Bart Hopkin

Executive Director:

Ben Hill

July 12, 2019

To Whom It May Concern:

I am writing in support of the Big Cottonwood Trail Reconstruction Project. The Big Cottonwood Trail is a beloved amenity in the City of Cottonwood Heights. The improvements stated in the requested application will greatly enhance the safety of the trail and improve the overall recreational experience.

We value our partnership with the City of Cottonwood Heights and appreciate their efforts to beautify, develop, and enrich the community's parks, trails, and open spaces. Their application and requested projects will add a much-needed safety improvement to the Big Cottonwood Trail. Once again, we offer our support and request full consideration of funding for this project.

Sincerely,

Ben Hill

Ben Hill
Executive Director
Cottonwood Heights Parks & Recreation Service Area



July 15, 2019

Tourism, Recreation, Culture & Convention Board
Salt Lake County Community Services
Salt Lake County Government Center
2001 S State Street
Salt Lake City, UT 84114

RE: TRCC Parks, Recreation & Trails Grant – Big Cottonwood Canyon Trail

Dear TRCC Board:

I am writing to express support for the Big Cottonwood Creek Trail improvements in Cottonwood Heights, including trail way finding and mile marker signage, and partial trail reconstruction.

The Jordan River Commission is a unique agency comprised of the city, county and state agencies, and other stakeholders working to improve the Jordan River Parkway and its tributaries. Although Cottonwood Heights does not touch the Jordan River, they are a valuable partner because two of the major Jordan River tributaries are connected to the river. As part of our mission to create world class trails and recreation amenities, we support the development of the Big Cottonwood Canyon Trail, which is an important range to river connection in the Salt Lake Valley.

These trail networks are not only vital to safe and accessible active transportation infrastructure, but highlight the natural open spaces and ecological systems that they connect as well. In creating a world class network of trails, we know that public safety is a key to their function. This proposal will add important public safety, education and community development elements.

We support the advancement, construction and improvement of recreational facilities with regional significance in the Salt Lake valley. We believe that the proposed improvements will greatly enhance the overall safety for users of the Big Cottonwood Canyon Trail, and expand overall function and accessibility of our regional trail network. We also anticipate air quality improvements, healthier lifestyles, expanded transit use, and strengthening of our region's quality of life through this proposal.

I urge your support of this project. Please do not hesitate to contact me with any questions or comments.

Sincerely,

Soren Simonsen
Executive Director

COTTONWOOD HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2019

FUND 11

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
11-4410-111 ELECTED & EXEMPT SALARY	.00	.00	828,197.00	828,197.00	.0
11-4410-120 TEMP, SEASONAL, EMERG COMPENSA	.00	.00	30,000.00	30,000.00	.0
11-4410-130 OVERTIME & PAY ADJUSTMENTS	.00	.00	40,000.00	40,000.00	.0
11-4410-132 ON-CALL ADDITIONAL PAY	.00	.00	11,000.00	11,000.00	.0
11-4410-142 PTO FUNDED FUTURE LIABILITY	.00	.00	7,892.00	7,892.00	.0
11-4410-211 HEALTH INSURANCE PREMIUMS	.00	.00	220,307.00	220,307.00	.0
11-4410-212 LIFE, AD&D PREMIUMS	.00	.00	2,198.00	2,198.00	.0
11-4410-213 SEC 125 FLEX PALN COSTS	.00	.00	504.00	504.00	.0
11-4410-214 LTD PREMIUMS	.00	.00	5,320.00	5,320.00	.0
11-4410-215 STD PREMIUMS	.00	.00	1,567.00	1,567.00	.0
11-4410-216 DENTAL PREMIUMS	.00	.00	12,539.00	12,539.00	.0
11-4410-217 GENERAL FUND-EAP-EMPLOYEE ASSI	.00	.00	504.00	504.00	.0
11-4410-221 MEDICARE (FICA)	.00	.00	13,203.00	13,203.00	.0
11-4410-231 RETIREMENT/PENSION CONTRIBUTIO	.00	.00	162,407.00	162,407.00	.0
11-4410-234 SOC SEC (FICA) SUBSTITUTE	.00	.00	56,394.00	56,394.00	.0
11-4410-260 WORKERS COMP IMS	.00	.00	28,208.00	28,208.00	.0
11-4410-290 TECH ALLOWANCE	.00	.00	2,400.00	2,400.00	.0
11-4410-312 ENGINEERING SERVICES-CONTRACTE	.00	.00	50,000.00	50,000.00	.0
11-4410-437 STREET MAINT - SURFACT TREATME	.00	.00	25,000.00	25,000.00	.0
11-4410-438 STREET CRACK SEALING POTHOLING	.00	.00	75,000.00	75,000.00	.0
11-4410-465 SCHOOL CROSSING ZONE MAINT	.00	.00	6,000.00	6,000.00	.0
11-4410-466 PEDESTRIAN CROSSNG MAINTENANCE	.00	.00	12,000.00	12,000.00	.0
11-4410-467 STREET SIGNS AND MAINTENANCE	.00	.00	8,000.00	8,000.00	.0
11-4410-470 PUBLIC WORKS SHOP	.00	.00	5,000.00	5,000.00	.0
11-4410-471 SMALL EQUIP (NON-CAPTIAL)	.00	.00	9,500.00	9,500.00	.0
11-4410-473 CONST & MAINT WARNING SIGNS	.00	.00	5,500.00	5,500.00	.0
11-4410-476 EQUIPMENT OPERATIONS	.00	.00	14,000.00	14,000.00	.0
11-4410-532 TRAVEL, MEALS & LODGING	.00	.00	5,500.00	5,500.00	.0
11-4410-533 TRAINING	.00	.00	10,498.00	10,498.00	.0
11-4410-601 CLOTHING PROVISIONS	.00	.00	12,000.00	12,000.00	.0
11-4410-606 MEALS & REFRESHMENTS	.00	.00	2,000.00	2,000.00	.0
11-4410-614 COMPUTER COMPONENTS <\$10,000	.00	.00	5,000.00	5,000.00	.0
11-4410-621 ROAD SALT	.00	.00	200,000.00	200,000.00	.0
11-4410-622 LIGHT & POWER	.00	.00	25,000.00	25,000.00	.0
11-4410-624 VEHICLE REPAIRS	.00	.00	12,000.00	12,000.00	.0
11-4410-625 EQUIPMENT REPAIR & MAINT	.00	.00	55,000.00	55,000.00	.0
11-4410-626 GASOLINE, DIESEL, OIL & GREASE	.00	.00	49,000.00	49,000.00	.0
11-4410-631 SUBSCRIPTIONS & MEMBERSHIPS	.00	.00	3,500.00	3,500.00	.0
11-4410-741 AUTOS & TRUCKS - CAPITAL	.00	.00	45,500.00	45,500.00	.0
TOTAL PUBLIC WORKS	.00	.00	2,057,638.00	2,057,638.00	.0

COTTONWOOD HEIGHTS
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2019

FUND 11

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PW CONTRACTS</u>					
11-4411-422 MAINTENANCE OF PARKS & GROUNDS	.00	.00	175,000.00	175,000.00	.0
11-4411-441 FACILITY BUILDING RENTAL	.00	.00	43,500.00	43,500.00	.0
11-4411-479 TANNER DITCH	.00	.00	5,000.00	5,000.00	.0
11-4411-480 SLCO TRAFFIC SIG ST LIGHTS	.00	.00	82,852.00	82,852.00	.0
11-4411-622 LIGHT & POWER	.00	.00	168,000.00	168,000.00	.0
11-4411-623 WATER BILLINGS	.00	.00	77,940.00	77,940.00	.0
TOTAL PW CONTRACTS	.00	.00	552,292.00	552,292.00	.0
<u>STORM DRAINS</u>					
11-4414-340 TECHNICAL - SERVICES	.00	.00	15,000.00	15,000.00	.0
11-4414-475 NON-CAP STORM DRAINS MAINTENAN	.00	.00	60,000.00	60,000.00	.0
11-4414-477 STORM DRAIN NPDES PERMITS	.00	.00	10,000.00	10,000.00	.0
11-4414-481 BLUE STAKES	.00	.00	4,500.00	4,500.00	.0
11-4414-532 TRAVEL, MEALS & LODGING	.00	.00	3,500.00	3,500.00	.0
11-4414-533 TRAINING	.00	.00	3,500.00	3,500.00	.0
11-4414-625 EQUIPMENT REPAIR & MAINT	.00	.00	10,500.00	10,500.00	.0
11-4414-626 GASOLINE, DIESEL, OIL & GREASE	.00	.00	5,000.00	5,000.00	.0
TOTAL STORM DRAINS	.00	.00	112,000.00	112,000.00	.0
<u>ENGINEERING SERVICES</u>					
11-4609-312 ENG. INSPECTION & PERMITTING	.00	.00	278,000.00	278,000.00	.0
11-4609-330 ENG CONSULTING-ADMIN SUPPORT	.00	.00	25,000.00	25,000.00	.0
TOTAL ENGINEERING SERVICES	.00	.00	303,000.00	303,000.00	.0

Report Criteria:

Journal = 7

Account.Account number = "114410000"."114410750"

Account Number	Title	Reference	Description	Period	Period Amount
11-4410-113	Perm&ProvisionalCompensation	6.0100	approved budget	00/17	807,809.00
11-4410-211	Health Insurance Premiums	6.0200	approved budget	00/17	155,821.00
11-4410-212	Life, AD&D Premiums	6.0300	approved budget	00/17	1,898.00
11-4410-213	Sec 125 Flex Paln Costs	6.0400	approved budget	00/17	324.00
11-4410-214	LTD Premiums	6.0500	approved budget	00/17	3,080.00
11-4410-215	STD Premiums	6.0600	approved budget	00/17	1,423.00
11-4410-216	Dental Premiums	6.0700	approved budget	00/17	9,532.00
11-4410-217	General Fund-EAP-Employee Assi	6.0800	approved budget	00/17	462.00
11-4410-221	Medicare (FICA)	6.0900	approved budget	00/17	11,983.00
11-4410-231	Retirement/Pension Contributio	6.1000	approved budget	00/17	125,551.00
11-4410-233	Addl Retirement (401k)	6.1100	approved budget	00/17	4,580.00
11-4410-234	Soc Sec (FICA) Substitute	6.1200	approved budget	00/17	51,234.00
11-4410-260	Workers Comp lms	6.1300	approved budget	00/17	19,337.00
11-4410-354	UCAN-Radio Services	6.1400	approved budget	00/17	3,950.00
11-4410-422	Maintenance of Grounds	6.1500	approved budget	00/17	188,060.00
11-4410-427	Street Sweeping	6.1600	approved budget	00/17	5,000.00
11-4410-471	Small Equip (non-captial)	6.1700	approved budget	00/17	18,000.00
11-4410-473	Const & Maint Warning Signs	6.1800	approved budget	00/17	15,000.00
11-4410-476	Equipment Operations	6.1900	approved budget	00/17	30,000.00
11-4410-500	OTHER PRODUCTS	6.2200	approved budget	00/17	1,000.00
11-4410-532	Travel, Meals & Lodging	6.2300	approved budget	00/17	1,500.00
11-4410-533	Training	6.2400	approved budget	00/17	3,500.00
11-4410-611	Office Supplies - General	6.2500	approved budget	00/17	1,500.00
11-4410-613	Computer Software <\$5,000	6.2600	approved budget	00/17	1,500.00
11-4410-621	Road Salt	6.2700	approved budget	00/17	206,000.00
11-4410-622	Light & Power	6.2800	approved budget	00/17	168,000.00
11-4410-623	Water Billings	6.2900	approved budget	00/17	77,940.00
11-4410-624	Vehicle Repairs	6.3000	approved budget	00/17	27,000.00
11-4410-626	Gasoline, Diesel, Oil & Grease	6.3100	approved budget	00/17	49,000.00
11-4410-631	Subscriptions & Memberships	6.3200	approved budget	00/17	6,000.00
Grand Totals:					1,995,984.00

Printed:
7/31/2018

Report as of:
Tuesday, July 31, 2018

		ADOPTED	AMENDED	CURRENT		BUDGET	YTD ACTUAL %
		BUDGET	BUDGET	MONTH	YTD	VARIANCE	OF AMENDED
DESCRIPTION				ACTUAL	ACTUAL	POS (NEG)	BUDGET
Public Works							
11-4410-111	Elected & Exempt Salary	\$ 113,780	\$ 113,780	28,395	\$ 28,395	\$ 85,385	25.0%
11-4410-112	Prof, Tech, Mgr Salary	-	-	-	-	-	
11-4410-113	Perm&ProvisionalCompensation	666,381	666,381	-	-	666,381	0.0%
11-4410-120	Temp, Seasonal, Emerg Compensa	30,000	30,000	-	-	30,000	0.0%
11-4410-130	Overtime & Pay Adjustments	40,000	40,000	952	952	39,048	2.4%
11-4410-132	On-Call additional pay	11,000	11,000	100	100	10,900	0.9%
11-4410-135	Bonus Pay	-	-	-	-	-	
11-4410-140	Compensated Absences	-	-	-	-	-	
11-4410-142	PTO Funded Future Liability	8,613	8,613	-	-	8,613	0.0%
11-4410-211	Health Insurance Premiums	201,288	201,288	8,176	8,176	193,112	4.1%
11-4410-212	Life, AD&D Premiums	2,195	2,195	84	84	2,111	3.8%
11-4410-213	Sec 125 Flex Paln Costs	360	360	18	18	342	5.0%
11-4410-214	LTD Premiums	4,994	4,994	152	152	4,842	3.1%
11-4410-215	STD Premiums	1,460	1,460	61	61	1,399	4.2%
11-4410-216	Dental Premiums	11,973	11,973	492	492	11,481	4.1%
11-4410-217	General Fund-EAP-Employee Assi	498	498	19	19	479	3.9%
11-4410-221	Medicare (FICA)	12,488	12,488	415	415	12,073	3.3%
11-4410-222	Soc Security (FICA)	-	-	-	-	-	
11-4410-231	Retirement/Pension Contributio	139,832	139,832	4,745	4,745	135,087	3.4%
11-4410-233	Addl Retirement (401k)	4,903	4,903	-	-	4,903	0.0%
11-4410-234	Soc Sec (FICA) Substitute	53,397	53,397	2,184	2,184	51,213	4.1%
11-4410-260	Workers Comp lms	24,890	24,890	947	947	23,943	3.8%
	Sub Total Salaries & Benefits	1,328,052	1,328,052	46,743	46,743	1,281,309	3.5%
11-4410-310	Professionally Licensed Servic	-	-	-	-	-	
11-4410-312	Engineering Services-Contracte	25,000	25,000	-	-	25,000	0.0%
11-4410-313	Engineering Services-Contracte	-	-	-	-	-	
11-4410-354	UCAN-Radio Services	4,250	4,250	-	-	4,250	0.0%
11-4410-422	Maintenance of Grounds	-	-	-	-	-	
11-4410-423	City Hall Maintenance	-	-	-	-	-	
11-4410-427	Street Sweeping	-	-	234	234	(234)	#DIV/0!
11-4410-437	Street Maint - Surfact Treatme	25,000	25,000	-	-	25,000	0.0%
11-4410-438	Street Crack Sealing Potholing	75,000	75,000	-	-	75,000	0.0%
11-4410-439	Street Striping	36,788	36,788	-	-	36,788	0.0%
11-4410-441	Facility Building Rental	-	-	-	-	-	
11-4410-465	School Crossing Zone Maint	10,000	10,000	-	-	10,000	0.0%
11-4410-466	Pedestrian Crossng Maintenance	8,000	8,000	-	-	8,000	0.0%
11-4410-467	Street Signs and Maintenance	9,200	9,200	-	-	9,200	0.0%
11-4410-470	Public Works Shop	5,000	5,000	-	-	5,000	0.0%
11-4410-471	Small Equip (non-captial)	9,500	9,500	-	-	9,500	0.0%
11-4410-472	Road Maint Contrac-non class c	-	-	-	-	-	
11-4410-473	Const & Maint Warning Signs	5,500	5,500	-	-	5,500	0.0%
11-4410-474	Non-Cls C Maint Roads, Sidewa	-	-	-	-	-	
11-4410-475	(NonCo)Maint of Road,Sidew,C&G	-	-	-	-	-	
11-4410-476	Equipment Operations	32,500	32,500	-	-	32,500	0.0%
11-4410-478	Contract Asphalt Treatment	-	-	-	-	-	
11-4410-479	Irrigation Assessments	-	-	-	-	-	
11-4410-481	Blue Stakes Contract	-	-	-	-	-	
11-4410-500	OTHER PRODUCTS	-	-	50	50	(50)	#DIV/0!
11-4410-520	Insurance	-	-	-	-	-	
11-4410-532	Travel, Meals & Lodging	5,500	5,500	-	-	5,500	0.0%
11-4410-533	Training	7,000	7,000	-	-	7,000	0.0%
11-4410-545	Art & Photographic Services	-	-	-	-	-	
11-4410-601	Clothing Provisions	12,000	12,000	-	-	12,000	0.0%
11-4410-606	Meals & Refreshments	1,000	1,000	-	-	1,000	0.0%
11-4410-611	Office Supplies - General	500	500	-	-	500	0.0%
11-4410-613	Computer Software <\$5,000	-	-	-	-	-	
11-4410-614	Computer Components <\$10,000	5,000	5,000	-	-	5,000	0.0%
11-4410-621	Road Salt	210,000	210,000	-	-	210,000	0.0%

Printed:
7/31/2018

Report as of:
Tuesday, July 31, 2018

		ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
	DESCRIPTION						
11-4410-622	Light & Power	25,000	25,000	135	135	24,865	0.5%
11-4410-623	Water Billings	-	-	5,146	5,146	(5,146)	#DIV/0!
11-4410-624	Vehicle Repairs	12,000	12,000	-	-	12,000	0.0%
11-4410-625	Equipment Repair & Maint	35,000	35,000	42	42	34,959	0.1%
11-4410-626	Gasoline, Diesel, Oil & Grease	49,000	49,000	854	854	48,146	1.7%
11-4410-631	Subscriptions & Memberships	3,500	3,500	-	-	3,500	0.0%
11-4410-741	Autos & Trucks - Capital	-	-	-	-	-	
11-4410-742	Fleet Vehicles - Light Duty	-	-	-	-	-	
11-4410-745	Office Furn, Fix & Equip	-	-	-	-	-	
11-4410-750	Special Project - Capital	-	-	-	-	-	
	Sub Total Operations	\$ 611,238	\$ 611,238	\$ 6,461	\$ 6,461	\$ 604,777	1.1%
	Sub-Totals	\$ 1,939,290	\$ 1,939,290	\$ 53,204	\$ 53,204	\$ 1,886,086	2.7%
11-4410-***	Encumbrances - Outstanding						
	Totals	<u>\$ 1,939,290</u>	<u>\$ 1,939,290</u>	<u>\$ 53,204</u>	<u>\$ 53,204</u>	<u>\$ 1,886,086</u>	<u>2.7%</u>

PW Contracts

11-4411-311	City Engineer Contract	\$ -	\$ -	\$ -	\$ -	\$ -	
11-4411-360	Annual Contracted Services	-	-	-	-	-	
11-4411-422	Maintenance of Parks & Grounds	175,000	175,000	-	-	175,000	0.0%
11-4411-441	Facility Building Rental	36,000	36,000	-	-	36,000	0.0%
11-4411-479	Tanner Ditch	50,000	50,000	-	-	50,000	0.0%
11-4411-480	SLCo Traffic Sig St Lights	82,852	82,852	-	-	82,852	0.0%
11-4411-622	Light & Power	168,000	168,000	-	-	168,000	0.0%
11-4411-623	Water Billings	77,940	77,940	-	-	77,940	0.0%
	Sub-Totals	\$ 589,792	\$ 589,792	\$ -	\$ -	\$ 589,792	0.0%
11-4411-***	Encumbrances - Outstanding						
	Totals	<u>\$ 589,792</u>	<u>\$ 589,792</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 589,792</u>	<u>0.0%</u>

#VALUE!

11-4414-330	Consulting / Admin Support Ser	\$ -	\$ -	\$ -	\$ -	\$ -	
11-4414-340	Technical - Services	10,500	10,500	-	-	10,500	0.0%
11-4414-427	Street Sweeping	15,000	15,000	-	-	15,000	0.0%
11-4414-474	Improv Roads, Sidewalks	-	-	-	-	-	
11-4414-475	Non-Cap Storm Drains Maintenan	45,000	45,000	-	-	45,000	0.0%
11-4414-477	Storm Drain NPDES Permits	4,500	4,500	-	-	4,500	0.0%
11-4414-478	Contract Storm Drain Maint	-	-	-	-	-	
11-4414-481	Blue Stakes	4,500	4,500	-	-	4,500	0.0%
11-4414-532	Travel, Meals & Lodging	3,500	3,500	-	-	3,500	0.0%
11-4414-533	Training	2,000	2,000	-	-	2,000	0.0%
11-4414-618	Mileage Reimbursement	-	-	-	-	-	
11-4414-625	Equipment Repair & Maint	10,500	10,500	-	-	10,500	0.0%
11-4414-626	Gasoline, Diesel, Oil & Grease	5,000	5,000	-	-	5,000	0.0%
11-4414-700	Capital Outlay - Property	-	-	-	-	-	
11-4414-733	Flood Control	-	-	-	-	-	
	Sub-Totals	\$ 100,500	\$ 100,500	\$ -	\$ -	\$ 100,500	0.0%
11-4414-***	Encumbrances - Outstanding						
	Totals	<u>\$ 100,500</u>	<u>\$ 100,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100,500</u>	<u>0.0%</u>

Class C Roads Program

11-4415-300	Professional & Technical Servi	\$ -	\$ -	\$ -	\$ -	\$ -	
11-4415-330	Consulting / Admin Support Ser	-	-	-	-	-	
11-4415-340	Technical - Services	-	-	-	-	-	
11-4415-360	Contracted Labor - Services	-	-	-	-	-	
11-4415-400	Property Services	-	-	-	-	-	
11-4415-411	Water & Sewer (Non-energy Util	-	-	-	-	-	
11-4415-422	Maintenance of Grounds	-	-	-	-	-	
11-4415-427	Street Sweeping	-	-	-	-	-	

EXHIBIT B

Certificate of Grant Recipient

CERTIFICATE OF RECIPIENT

Under the terms of Utah Code 59-2-2212.2 and the Interlocal Cooperation Agreement (the “*Agreement*”) between the County and Cottonwood Heights City (the “*Recipient*”), the County has committed to provide up to Eighty Three Thousand Six-Hundred and Eighty-Two dollars and zero cents (\$83,682.00) of the Transportation Funds to the Recipient to reimburse the Recipient for certain costs incurred by the Recipient to complete the transportation project described in the Agreement (the “*Project*” or “*Projects*”). The undersigned officer or agent of the Recipient hereby certifies that all applicable requirements have been met for distribution of the Transportation Funds and that the Transportation Funds will be used solely for the Project or Projects.

IN WITNESS WHEREOF, Cottonwood Heights City, Utah has caused this certificate to be executed as of the day and year first above written.

RECIPIENT

By: _____

Its: _____

Date: _____

EXHIBIT C

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Cottonwood Heights City – Interlocal Agreement for Transportation Funds

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between Salt Lake County (the “County”) and Cottonwood Heights City (the “City”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project to which this Request for Disbursement relates.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** is attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County’s review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in the Utah Code or in accordance with other applicable federal, state and local laws, rules and

regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 4.1 of the Agreement.

Dated this ____ day of _____, 20____.

COTTONWOOD HEIGHTS CITY

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

Approving Signature by County