COTTONWOOD HEIGHTS

RESOLUTION NO. 2014-40

A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL COOPERATIVE AGREEMENT WITH MURRAY CITY FOR A PARKING LOT, TRAIL SEGMENT AND OTHER MATTERS

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

WHEREAS, Murray City Corporation ("*Murray*") and the city of Cottonwood Heights (the "*City*") are public agencies for purposes of the Interlocal Cooperation Act; and

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

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

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

WHEREAS, the City desires to obtain from Murray, and Murray desires to grant to the City, an easement across the Property to construct and operate, *inter alia*, (a) a Parking Lot (the "*Parking Lot*") for skiers and other users of the UTA transit system, (2) a Segment of the Trail to go over, through and across the Property in order to access the Parking Lot, and (c) improvements to the storm water drainage system covering the Property and surrounding areas; and

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

WHEREAS, the City's municipal council (the "*Council*") met in regular session on 24 June 2014 to consider, among other things, approving the City's entry into the Agreement; and

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

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

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

This Resolution, assigned no. 2014-40, shall take effect immediately upon passage.

PASSED AND APPROVED this 24th day of June 2014.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

COTTONWOOD HEIGHTS, UTAH 2005 CORPORATE SEAL

_____
Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ✓	Nay ___
Michael L. Shelton	Yea ✓	Nay ___
J. Scott Bracken	Yea ✓	Nay ___
Michael J. Peterson	Yea ✓	Nay ___
Tee W. Tyler	Yea ✓	Nay ___

DEPOSITED in the office of the City Recorder this 24th day of June 2014.

RECORDED this 25 day of June 2014.

AFTER RECORDING RETURN TO:

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

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective 30 June 2014, by and between **MURRAY CITY CORPORATION**, a Utah municipal corporation ("*Murray*"), and **COTTONWOOD HEIGHTS**, a Utah municipal corporation ("*Cottonwood Heights*").

RECITALS:

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

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

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

D. Murray is the owner of real property (the "*Property*") located in or near the Northwest Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah. A portion of that real property located on the North side of Fort Union Blvd. at about 3575 East (see attached Exhibits "B" and "D").

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

F. Cottonwood Heights desires (1) to construct a Parking Lot (the "*Parking Lot*") for skiers and other users of the UTA transit system, and (2) construct a segment of the Big Cottonwood Trail to go over, through and across the Property in order to, *inter alia*, access the Parking Lot.

G. Consequently, Cottonwood Heights has requested that Murray donate to Cottonwood Heights easements over and across the Property for construction and use of the Parking Lot and the segment of the Big Cottonwood Trail as shown on the plans attached as Exhibits "B and "D" on the terms and conditions specified in this Agreement.

H. Murray is willing to cooperate with Cottonwood Heights by donating easements across the Property to construct, re-construct, repair, maintain and use the Parking Lot as well as the public, non-motorized segment of the Big Cottonwood Trail (the "*Segment Trail*"). Murray's cooperation does not obligate it to donate, sell or grant any further easements or interests in its

real property to Cottonwood Heights for establishment or enhancement of its Parking Lot or the Big Cottonwood Trail.

I. The donated trail easement that is called the "*Segment Trail*" herein is twenty feet (20') wide and is located on Murray's Property as particularly described on attached Exhibit "A" and as depicted on attached Exhibit "B." The donated easement that is called the "*Parking Lot*" herein contains approximately 64,312 square feet as particularly described on attached Exhibit "C" and as depicted on attached Exhibit "D."

J. A trail for use by the general public may be established on the Property constituting the Segment Trail, and a parking lot for use by the general public may be established on the Property constituting the Parking Lot, all as specified in this Agreement.

K. The parties desire to memorialize their agreement concerning Murray's grant to Cottonwood Heights of such donated easements for the purposes, and on the terms and conditions, specified in this Agreement.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

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

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

(i) Shall not exceed twenty feet (20') in width, including an appropriate surface (asphalt or concrete).

(ii) May include fencing to control access provided it does not impede Murray's access to its Property.

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

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

(i) Any electrical system.

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

(iii) Any lighting, which must be unobtrusive.

(iv) Benches.

(v) Wastebaskets.

(vi) Signage.

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

Section 2. **Grant of Easement for Parking Lot Facilities**. Murray hereby grants and conveys to Cottonwood Heights a non-exclusive easement over and across Murray's Property as particularly described on Exhibit "C" and as shown on the plan on Exhibit "D." The easement is granted for the purpose of allowing Cottonwood Heights to create and improve the Parking Lot; to enter the Parking Lot at any time to construct, install, maintain and repair any one or more of the items ("*Parking Lot Facilities*") described in paragraph (a) of this Section and, subject to the prior written consent of Murray, those described in paragraph (b) of this Section. Murray conveys no other property interest except as provided herein.

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

(i) Shall not exceed 64,312 square feet in size;

(ii) Shall include an appropriate parking surface (asphalt or concrete), marked with painted lines to maximize the number of parking spaces;

(iii) May include curbing and fencing to define boundaries and control access provided it does not impede Murray's access to its Property; and

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

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

(i) Any electrical system;

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

(iii) Any lighting, which must be unobtrusive;

(iv) Benches;

(v) Wastebaskets; and

(vi) Signage.

Section 3. **Grant of Easement for Public Access**. Murray hereby grants and conveys to Cottonwood Heights the right to make available to the public a non-exclusive easement over the Segment Trail and the Parking Lot and the right to use the Segment Trail Facilities and the Parking Lot Facilities, respectively, for the following purposes ("*Permitted Uses*"):

(a) *Segment Trail Facilities*.

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

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

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

(b) *Parking Lot Facilities*. Parking motorized and non-motorized vehicles, including cars, motorcycles, mobility devices and bicycles, and all incidental uses such as walking and bicycling.

Section 4. **Storm Water**. Certain storm water ("*Storm Water*") originating in surrounding parts of Cottonwood Heights currently is channeled into an existing 30" culvert owned by Cottonwood Heights that runs beneath Fort Union Blvd. (the "*Existing Culvert*"), where the Storm Water is discharged onto the surface of Murray's Property. As a condition of Murray's performance under this Agreement, and within two (2) years, Cottonwood Heights shall, at its cost, design, construct, operate and maintain facilities (the "*Storm Water Facilities*") designed to collect the Storm Water and to discharge it into another 30" culvert running to Big Cottonwood Creek that is being installed by Murray on the Property (the "*Murray Culvert*").

Murray hereby grants to Cottonwood Heights an easement for the construction, re-construction, repair, maintenance and use of the Storm Water Facilities substantially as shown on attached Exhibits "E" and "F," which Storm Water Facilities shall include, without limitation:

(a) A treatment system to filter oil/grease, sediment and floatables from the Storm Water from the Parking Lot before it is discharged into Big Cottonwood Creek as part of Cottonwood Heights' permit under the UPDES storm water management program; and

(b) Several inlet boxes along Big Cottonwood Canyon Road to capture the Storm Water currently flowing onto Murray's Property, and underground piping to convey the Storm Water to the Murray Culvert; provided, however, that Cottonwood Heights' portion of such facilities shall terminate at the entrance of Murray's proposed well house and connect to the Murray Culvert that Murray shall, at its cost, construct between Big Cottonwood Canyon Road and Big Cottonwood Creek, all substantially as described and shown on attached Exhibits "E" and "F." Cottonwood Heights shall obtain any required stream alteration permit from Salt Lake County.

Section 5. **Maintenance**. Cottonwood Heights shall be solely responsible for maintaining, at its sole cost, the Segment Trail Facilities, the Parking Lot Facilities and the Storm Water Facilities (collectively, the "*Facilities*") in good, attractive condition and repair, including the piping segment between Big Cottonwood Canyon Road and Big Cottonwood Creek constructed by Murray. The responsibility of Cottonwood Heights to maintain the Segment Trail Facilities and the Parking Lot Facilities shall terminate upon any termination of this Agreement, but Cottonwood Heights' responsibility to install and maintain the Storm Water Facilities shall survive the term of this Agreement. Annually, if requested by Murray in writing, Cottonwood Heights promptly shall prepare and provide to Murray a written report concerning its stewardship of the Facilities, including all maintenance performed, actions taken to protect Murray's surrounding Property from harm, and such other information as Murray reasonably may request from time to time.

Section 6. **Protection of Watershed**. The Property is within or near a watershed area. Springs, wells and water sources on Murray's surrounding real property provide approximately twenty percent (20%) of Murray's total annual water usage. Consequently, protection of the watershed from pollution and mischief from Big Cottonwood Trail users, runoff from the Parking Lot, etc. is of paramount importance to both parties. Cottonwood Heights shall undertake the following measures with respect to the construction and use of the Big Cottonwood Trail:

(a) *Approval of Plans*. Before commencement of construction of any of the Facilities, detailed plans for those Facilities shall be submitted to Murray for its review, input and approval, which approval shall not be withheld, conditioned or delayed unreasonably.

(b) *Signage*. Cottonwood Heights shall erect and maintain signage on the Parking Lot and wherever the Segment Trail passes through the Property, notifying users of the watershed status of the Property and surrounding natural spring areas and encouraging users to report suspicious activity to law enforcement authorities. No commercial advertising shall be allowed on the Parking Lot or the Segment Trail. Signs shall mark the trail and may provide

information regarding applicable time, place and manner restrictions. Murray may erect and maintain warning signage on the fence.

(c) *Landscaping*. Fertilizers and herbicides shall not be used on the Segment Trail or the Parking Lot.

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

Section 7. **Duration**. Subject to Section 15 below, the term of the easement for the Facilities and Public Access is ten years, unless terminated earlier. Thereafter, the term of the easement for the Facilities and Public Access shall automatically continue for successive periods of one year each until terminated as provided in Section 15 below.

Section 8. **Trail Area and Parking Lot Accepted "As Is"**. Cottonwood Heights accepts the Segment Trail and the Parking Lot in their legal and physical condition "as is" on the effective date of this Agreement.

Section 9. **Murray's Right to Relocate Segment Trail Easement and other Retained Rights**. Except for the rights expressly conveyed to Cottonwood Heights hereunder, Murray reserves to itself, its successors and assigns, the right to, at any time relocate the easement for the Segment Trail as described herein elsewhere on Murray's real property (so long as the functionality of the Segment Trail, including its connection(s) to the Parking Lot and the Big Cottonwood Trail, as applicable, is not unreasonably, adversely affected) at Murray's cost as well as all other rights arising out of ownership of the Segment Trail, including, without limitation, the right to engage in, or permit or invite others to engage in, all uses of the Segment Trail not expressly prohibited herein and that are not inconsistent with the terms of this Agreement, including, and without limitation, the following enumerated rights:

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

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

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

Cottonwood Heights shall enjoy all rights conveyed herein with respect to the easement for the Segment Trail as relocated.

Section 10. **Costs and Expenses**. Except as otherwise specified in this Agreement, all costs and expenses associated with the Facilities are to be borne by Cottonwood Heights, and Murray has no obligation to develop, operate, maintain, or repair the Facilities at any time.

Section 11. **Assignment**.

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

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

Section 12. **Indemnification**. This Agreement is intended to be interpreted so as to convey to Murray and Cottonwood Heights all of the protections from liability provided by UTAH CODE ANN. Section 57-14-1 *et seq*., as amended through the applicable date of reference or any other applicable law that provides immunity or limitation of liability. Cottonwood Heights must indemnify and defend Murray against all losses and litigation expenses resulting from claims related to work performed by Cottonwood Heights or its contractors or agents, property damage and/or personal injuries that occur or are alleged to occur as a result of Cottonwood Heights' installation, maintenance or use by the public and others of the Facilities, except to the extent caused by the negligent or wrongful acts or omissions of Murray or its contractors or agents. "*Losses*" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charges.

Section 13. **Additional Act Provisions**. In compliance with the requirements of the Act and other applicable law:

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

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

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

(d) *Attorney Review*. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for Murray and Cottonwood Heights in accordance with UTAH CODE ANN. Section 11-13-202.5.

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

Section 14. **General Provisions**. The following provisions are also integral parts of this Agreement:

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

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

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

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

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

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

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

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

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

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

(ii) Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses.

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

(k) *Governmental Immunity*. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. Section 63G-7-101 *et. seq.* (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for the wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.

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

(i) Provided an illegal gift or payoff to any officer, employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party; or

(ii) Retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; or

(iii) Breached any ethical standards set forth in State statute or municipal ordinance; or

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

Section 15. **Termination**.

(a) The "*effective date*" of this Agreement shall be one day after the City Council of each party approves a Resolution authorizing the signing of the Agreement.

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

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

(d) On termination of this Agreement, the Storm Water Facilities shall be owned by Cottonwood Heights, provided that Murray shall have the right, including the right of access to the Property, to discharge water and do other maintenance on its well located on or near the Property.

(e) Promptly upon Murray's written request following termination of this Agreement, Cottonwood Heights shall execute and deliver to Murray a recordable release of any interest it may have in the Property under this Agreement.

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

[*Signature pages follow.*]

ATTEST:

MURRAY CITY CORPORATION

_____
Jennifer Kennedy, City Recorder

_____
David Ted Eyre, Mayor

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

The foregoing instrument was acknowledged before me on this ___ day of _____, 2014 by **David Ted Eyre** and **Jennifer Kennedy** as the Mayor and the Recorder, respectively, of **MURRAY CITY CORPORATION**, a Utah municipal corporation and political subdivision.

_____
Notary Public

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

_____
Frank Nakamura, City Attorney
Date: _____ 2014

ATTEST:

COTTONWOOD HEIGHTS

Kory Solorio, City Recorder

Kelvyn H. Cullimore, Jr., Mayor

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

The foregoing instrument was acknowledged before me on this ___ day of June 2014 by **Kelvyn H. Cullimore, Jr.** and **Kory Solorio** as the Mayor and the Recorder, respectively, of Cottonwood Heights, a Utah municipality.

NOTARY PUBLIC

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

Wm. Shane Topham,
Cottonwood Heights City Attorney
Date: 23 June 2014

4847-5845-1227, v. 1

Exhibit "A" to
Interlocal Cooperation Agreement

(Attach Legal Description of Segment Trail Easement)

Public Trail Easement

Exhibit A – Option A Murray City Parcel #'s 22-25-126-004

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

Beginning at a point being located North 1048.29 feet and East 1890.83 feet more or less from the West Quarter Corner of Section 25 Township 2 South, Range 1 East, Salt Lake Base and Meridian, (basis of bearings South 0°13'17" West between the West Quarter of Section 25 and the Southwest Corner of 25, said Township and Range.) and running thence;
North 63°55'19" East 17.76 feet to a point of curvature of a 385.447 foot radius curve to the right; Thence Continuing 191.20 feet along the arc of said curve through a central angle of 28°25'18" ; Thence South 70°49'59" East 79.35 feet to a point on the arc of a 362.636 foot radius curve to the left; Thence continuing 76.64 feet along the arc of said curve through a central angle of 12°06'35" (Chord Bears South 78°09'17" East 76.50 feet); Thence South 83°20'34" East 44.18 feet; Thence North 87°01'56" East 53.30 feet; Thence South 72°52'00" East 10.64 feet to the point of ending.

Public Trail Easement

Exhibit A – Option B Murray City Parcel #'s 22-25-126-004

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

Beginning at a point being located North 1048.29 feet and East 1890.83 feet more or less from the West Quarter Corner of Section 25 Township 2 South, Range 1 East, Salt Lake Base and Meridian, (basis of bearings South 0°13'17" West between the West Quarter of Section 25 and the Southwest Corner of 25, said Township and Range.) and running thence;
North 63°55'19" East 17.76 feet to a point on the arc of a 341.549 foot radius curve to the right; Thence Continuing 162.233 feet along the arc of said curve through a central angle of 27°12'54" (Chord bears North 80°32'56" East 160.71 feet) to the point of ending.

Exhibit "B" to
Interlocal Cooperation Agreement

(Attach Drawing of Segment Trail Easement)

BIG COTTONWOOD CANYON ROAD

EXHIBIT "B" PUBLIC TRAIL EASEMENT OPTION "A" & "B"

MURRAY CITY PARCEL #22-25-126-004

Cottonwood Heights
City between the canyons
GILSON ENGINEERING
GILSON ENGINEERING • 12401 SOUTH 450 EAST BLDG C2, 84020 • PHONE 801-571-9414 • FAX 801-571-9449

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Exhibit "C" to
Interlocal Cooperation Agreement

(Attach Legal Description of Parking Lot Easement)

Public Parking (Parking Lot) and Pedestrian Walkway Easement

Exhibit C Murray City Parcel #' 22-25-102-008

A portion of the Murray City parcel # 22-25-102-008 to be used for a park and ride and roadway improvements and being located in the Northwest Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian. Being further described as follows:

Beginning at a point being located North 1274.80 feet and East 465.48 feet more or less from the West Quarter Corner of Section 25 Township 2 South, Range 1 East, Salt Lake Base and Meridian, (basis of bearings South 0°13'17" West between the West Quarter of Section 25 and the Southwest Corner of 25, said Township and Range.) said point of beginning also being located on the Northerly right of way line of SR 152 per the right of way drawings for Project S-131 (5) and running thence;
East 195.24 feet more or less to the Southwest corner of right of way for Big Cottonwood Canyon Road per the same above reference Right of Way Map and thence along said right of way lines the following 5 courses.
392.74 feet Along the arc of a 1860.10 foot radius curve to the right through a central angle of 12°05'51" (Chord bears South 69°05'24" East 392.01 feet);
Thence South 63°02'19" East 94.20 feet to a point of curvature with a 96.20 foot radius curve to the right; Thence continuing 97.70 feet along the arc of said curve through a central angle 58°11'10" to a point on the arc of a 2242.00 foot radius curve to the right; Thence continuing 675.10 feet along the arc of said curve through a central angle of
17°15'09" (Chord Bears North 70°23'02" West 672.55 feet); Thence North 61°45'27" West 72.78 feet to the point of beginning.

Contains approx 58,577 sq. ft.

Also

A Public Parking and Pedestrian Walkway Easement located in the Northwest Quarter of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian. And being further described as follows:

Beginning at a point on the Southerly line of grantors property, point also being on the Northerly Right of way line of Ft Union Blvd; said point being located North 977.02 feet and East 1419.68 feet more or less from the West Quarter Corner of Section 25 Township 2 South, Range 1 East, Salt Lake Base and Meridian, (basis of bearings South 0°13'17"

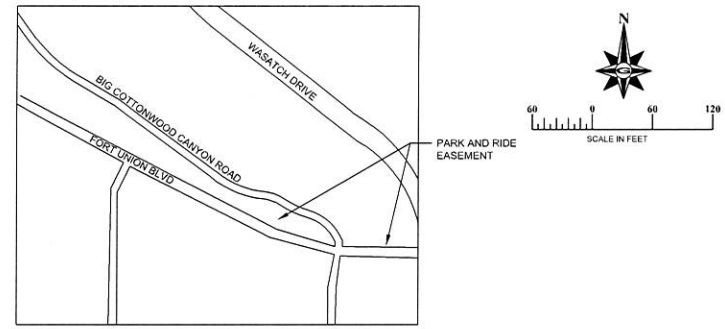
West between the West Quarter of Section 25 and the Southwest Corner of 25, said Township and Range.) and running thence;
North 46°12'38" East 19.62 feet; Thence South 89°17'17" East 129.11 feet; Thence North 83°37'06" East 55.09 feet; Thence South 88°14'00" East 61.13 feet to the Easterly line of Grantors property said point also being on the Westerly right of way line of Wasatch Blvd (SR210); Thence South 38°28'36" West 29.43 feet along said line to the North line of Ft Union Blvd; said point being on the arc of a 2242.00 foot radius curve to the right, Thence continuing 275.746 feet along the arc of said curve through a central angle of 07°02'49" (Chord Bears North 88°57'54" West 275.57 feet) to the point of beginning.

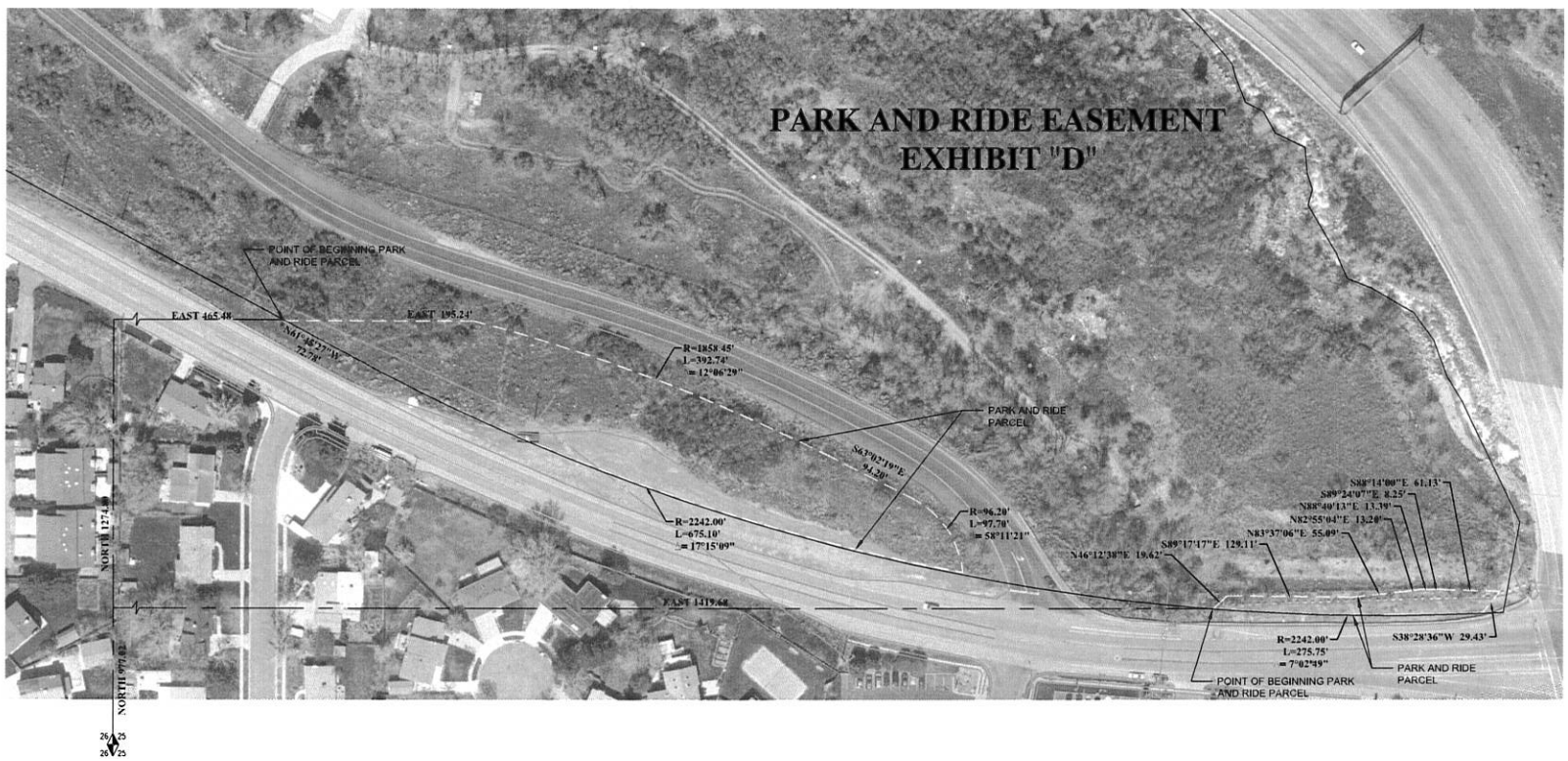
Contains approx 5,735 sq ft.

Exhibit "D" to
Interlocal Cooperation Agreement

(Attach Drawing of Parking Lot Easement)

VICINITY MAP





CONSULTING ENGINEERS AND SURVEYORS

GILSON ENGINEERING INC.

REVISIONS

REV	DATE	BY	COMMENTS

0 1" SCALE MEASURES 1" ON 11X17 SHEETS. ADJUST ACCORDINGLY FOR OTHER SIZE SHEETS

DATE: MARCH 2014

DRAWING NAME:

DESIGNED/DRAWN BY: CS

CHECKED

APPROVED

PARK AND RIDE EXHIBIT
MURRAY CITY PROPERTY
COTTONWOOD HEIGHTS, UTAH

REVISION:

PROJ # CHC.279

Z:\Cottonwood Heights\CHC.279.13 Ft Union Park-n-Ride\Engineering\CADD\Exhibits\sd exhibit 3-24-14.dwg, 3/25/2014 11:01:24 AM, aimle

Exhibit "E" to
Interlocal Cooperation Agreement

(Attach Legal Description of Storm Drainage Easement)

Storm Drain Easement

Exhibit E

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

A EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A STORM DRAIN LINE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. STORM DRAIN EASEMENT BEING TWENTY (20') FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING LOCATED WEST 1368.79 FEET AND NORTH 981.66 FEET MORE OR LESS FROM THE WEST QUARTER CORNER OF SECTION 25 TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTHERLY LINE OF GRANTORS PROPERTY (BASIS OF BEARINGS SOUTH 0°13'17" WEST BETWEEN THE WEST QUARTER OF SECTION 25 AND THE SOUTHWEST CORNER OF 25, SAID TOWNSHIP AND RANGE.) AND RUNNING THENCE; NORTH 34°02'46" WEST 139.26 FEET; THENCE NORTH 51°30'45" WEST 174.96 FEET; THENCE NORTH 68°01'37" WEST 309.75 FEET; THENCE NORTH 80°11'34" WEST 268.59 FEET; THENCE NORTH 57°42'52" WEST 186.96 FEET; THENCE NORTH 35°02'33" WEST 129.83 FEET; THENCE NORTH 32°07'30" EAST 107.00 FEET; THENCE NORTH 36°02'13" EAST 96.50 FEET; THENCE NORTH 3°22'03" EAST 326.00 FEET MORE OR LESS TO THE CREEK AND THE POINT OF ENDING.

ALSO

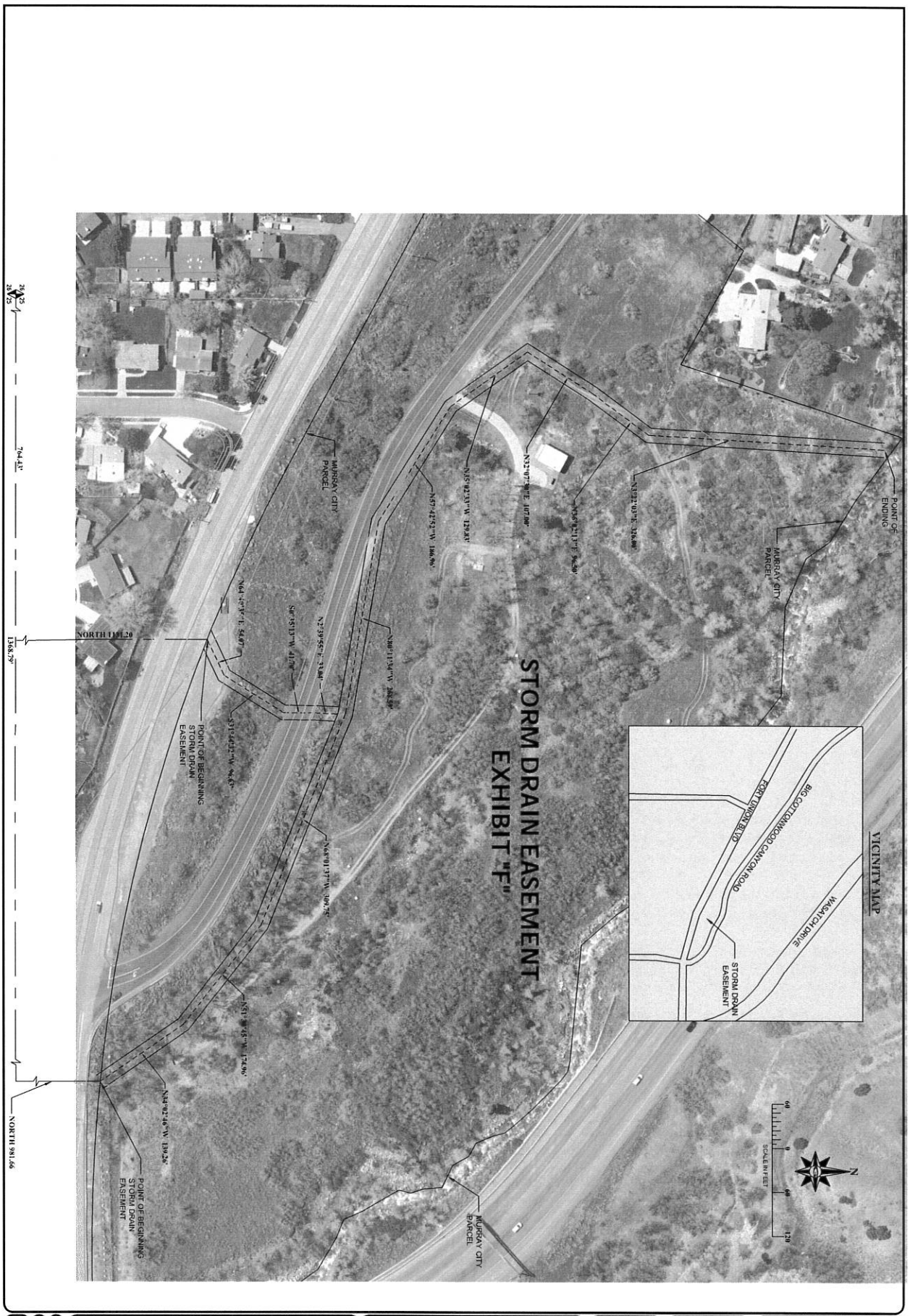
A EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A STORM DRAIN LINE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. STORM DRAIN EASEMENT BEING TWENTY (20') FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING LOCATED WEST 764.43 FEET NORTH 1131.20 FEET, MORE OR LESS FROM THE WEST QUARTER CORNER OF SECTION 25 TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTHERLY LINE OF GRANTORS PROPERTY (BASIS OF BEARINGS SOUTH 0°13'17" WEST BETWEEN THE WEST QUARTER OF SECTION 25 AND THE SOUTHWEST CORNER OF 25, SAID TOWNSHIP AND RANGE.) AND RUNNING THENCE; NORTH 64°40'35" EAST 54.07 FEET; THENCE NORTH 31°44'32" EAST 96.63 FEET; THENCE NORTH 0°35'13" EAST 41.70 FEET; THENCE NORTH 02°39'55" EAST 33.04 FEET TO THE POINT OF ENDING.

Exhibit "F" to
Interlocal Cooperation Agreement

(Attach Drawing of Storm Drainage Easement)

4847-5845-1227, v. 1



PROJ # CHC.279	REVISION	STORM DRAIN EXHIBIT MURRAY CITY PROPERTY COTTONWOOD HEIGHTS, UTAH	DATE: MARCH 2014 DRAWING NAME: DESIGNED/DRAWN BY: CS CHECKED: APPROVED:	REVISIONS REV DATE BY COMMENTS SCALE MEASURES 1" ON 11X17 SHEETS ADJUST ACCORDINGLY FOR OTHER SIZE SHEETS

CONSULTING ENGINEERS AND SURVEYORS

GILSON ENGINEERING INC.

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