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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: LDT, DEPUTY - MA 9 P.

After recording return to:

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

**FIRST AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT**

THIS FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT (this "*Amendment*") is made effective 5 July 2012, by and between **MURRAY CITY CORPORATION**, a Utah municipal corporation ("*Murray*") and **COTTONWOOD HEIGHTS**, a Utah municipal corporation ("*Cottonwood Heights*").

RECITALS:

- A. UTAH CODE ANN. Section 11-13-202 and other provisions of the Interlocal Cooperation Act (see UTAH CODE ANN. 11-13-101 *et seq.*) ("*Act*") provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.
- B. Murray and Cottonwood Heights are public agencies for purposes of the Act.
- C. Effective 9 November 2011, the parties entered into an "Interlocal Cooperation Agreement" (the "*Agreement*") whereunder Murray granted to Cottonwood Heights certain public trail easement rights affecting the real property (the "*Segment Trail*") that is specified on Exhibit "B" that is attached to the Agreement.
- D. The parties now desire to amend the Agreement as specified in this Amendment.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

- 1. **Amendment to Section 3.** Section 3 of the Agreement, which currently reads in its entirety as follows:

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

Is hereby amended to read in its entirety as follows (added language is shown underlined):

Section 3. **Maintenance.** Cottonwood Heights shall be solely responsible for maintaining, at its sole cost, the Segment Trail Facilities in good, attractive condition and repair. Annually, if requested by Murray in writing, Cottonwood Heights promptly shall prepare and provide to Murray a written report concerning its stewardship of the Segment Trail, including all maintenance performed, actions taken to protect the Segment Trail and Murray's surrounding property from harm, and such other information as Murray reasonably may request from time to time. Cottonwood Heights shall maintain the fencing at the base of the cut slopes to prevent rocks and debris from accumulating and/or damaging the fencing at the toe of the slope. The slope shall be maintained to prevent erosion and falling rocks.

2. **Amendment to Subsection 4(c).** Subsection 4(c) of the Agreement, which currently reads in its entirety as follows:

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

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

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

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

Is hereby amended to read in its entirety as follows (added language is shown underlined):

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

(i) Installs comparable or better replacement fencing as determined by Murray on the east and south sides of the Segment Trail to

prevent access to any property located outside the Segment Trail by trail users or their pets; and

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

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

The slope side of the fence shall be maintained free of fallen rocks and debris as provided in Section 3, above.

3. **Amendment to Legal Description.** The legal description of the Segment Trail that is set forth on Exhibit "B" to the Agreement is hereby amended and restated as shown on Exhibit "A" attached to this Amendment.

4. **No Other Modifications.** Except as specifically amended by this Amendment, the Agreement is unmodified and remains in full force and effect between the parties.

DATED effective the date first-above written.

(Signature pages follow.)

MURRAY CITY CORPORATION

[Handwritten Signature]
Daniel C. Snarr, Mayor

ATTEST:

[Handwritten Signature]
Jennifer Kennedy, City Recorder



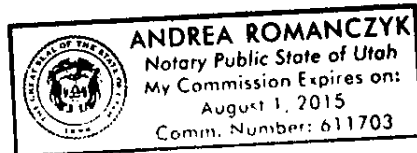
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on this 9 day of July 2012 by Daniel C. Snarr and Jennifer Kennedy as the Mayor and the Recorder, respectively, of MURRAY CITY, a municipality and political subdivision of the State of Utah.

[Handwritten Signature]
NOTARY PUBLIC

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

[Handwritten Signature]
Murray City Attorney
Date: 9 July 2012





COTTONWOOD HEIGHTS

Kelvyn H. Cullimore, Jr., Mayor

Linda W. Dunlavy, City Recorder

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

The foregoing instrument was acknowledged before me on this 6 day of July 2012 by **Kelvyn H. Cullimore, Jr.** and **Linda W. Dunlavy** as the Mayor and the Recorder, respectively, of **COTTONWOOD HEIGHTS**, a municipality and political subdivision of the State of Utah.



NOTARY PUBLIC

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

Wm. Shane Topham,
Cottonwood Heights City Attorney
Date: 5 July 2012

**EXHIBIT "A" TO
FIRST AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT**

(Attach Amended Legal Description of Segment Trail)

Public Trail Easement

Exhibit A

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

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

Beginning at a point on the westerly line of grantors property, said point being located North 1715.35 feet and East 110.90 feet more or less from the West Quarter Corner of Section 25 Township 2 South, Range 1 East, Salt Lake Base and Meridian, (basis of bearings South 0°13'17" West between the West Quarter of Section 25 and the Southwest Corner of 25, said Township and Range.) and running thence;
South 53°35'21" East 1.80 feet to a point of curvature of a 75.00 foot radius curve to the left; Thence Continuing 131.99 feet along the arc of said curve through a central angle of 100°50'06" to a point of reverse curvature of a 75.00 foot radius curve to the right; Thence continuing 96.34 feet along the arc of said curve through a central angle of 73°35'53"; Thence South 80°49'33" East 77.07 feet to a point of curvature of a 100.00 foot radius curve to the left; Thence continuing 123.56 feet along the arc of said curve through a central angle 70°47'42"; Thence North 28°22'45" East 49.85 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 146.90 feet along the arc of said curve through a central angle of 84°09'58"; Thence South 67°27'18" East 45.48 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 14.16 feet along the arc of said curve through a central angle of 08°06'47"; Thence South 59°20'30" East 77.92 feet to a point of curvature of a 100.00 foot radius curve to the left; Thence continuing 43.78 feet along the arc of said curve through a central angle of 25°05'12"; Thence South 84°25'42" East 13.33 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 32.28 feet along the arc of said curve through a central angle of 18°29'38"; Thence South 65°56'04" East 230.61 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 38.59 feet along the arc of said curve through a central angle of 22°06'30"; Thence South 43°49'34" East 113.63 feet to a point of curvature of a 100.00 radius curve to the left; Thence continuing 84.93 feet along the arc of said curve through a central angle of 48°39'40"; Thence North 87°30'46" East 15.69 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 66.75 feet along the arc of said curve through a central angle of 38°14'36"; Thence South 54°14'39" East 55.27 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 15.02 feet along the arc of said curve through a central angle of 08°36'22" Thence South 45°38'17" East 67.78 feet to a point of curvature of a 100.00 foot radius curve to the left; Thence continuing 17.91 feet along the arc of said curve through a central angle of 10°15'33"; Thence South 55°53'51" East 18.87 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 95.74 feet along the arc of said curve through a central angle of 54°51'18"; Thence South 01°02'33" East 6.97 feet to a point of curvature of a 100.00 foot radius curve to the left; Thence continuing 98.56 feet along the arc of said curve through a central angle of 56°28'18"; Thence South 57°30'51" East 39.49 feet

to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 97.03 feet along the arc of said curve through a central angle 55°35'47" Thence South 01°55'04" East 7.71 feet to a point of curvature of a 100.00 foot radius curve to the left; Thence continuing 56.11 feet along the arc of said curve through a central angle of 32°09'03"; Thence South 34°04'07" East 33.30 feet to a point of curvature of a 200.00 foot radius curve to the left; Thence continuing 62.91 feet along the arc of said curve through a central angle of 18°01'23"; Thence South 52°05'30" East 0.24 feet to a point of curvature of a 100.00 foot radius curve to the right; Thence continuing 52.81 feet along the arc of said curve through a central angle of 30°15'35" to the Westerly Right of Way line of SR 210 said point also being the East line of grantors property and point of ending.

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

Also

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

Beginning at a point on the centerline of trail as described above, said point being located North 1218.52 feet and East 1617.30 feet more or less from the West Quarter Corner of Section 25 Township 2 South, Range 1 East, Salt Lake Base and Meridian, (basis of bearings South 0°13'17" West between the West Quarter of Section 25 and the Southwest Corner of 25, said Township and Range.) and running thence; South 36°47'03" East 19.80 feet to a point on the arc of a 200.00 foot radius non tangent curve to the left; Thence continuing 151.41 feet along the arc of said curve through a central angle of 43°22'29" (chord bears South 39°33'05" East 147.82 feet) to the Westerly Right of Way line of SR 210, Said point also being the Easterly line of grantors property and point of ending for this easement.

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

Also

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

Beginning at a point on the Westerly line of Grantors property (said point also being on the Easterly Right of Way line of SR 210), said point being located North 1015.05 feet and East 1901.32 feet more or less from the West Quarter Corner of Section 25 Township 2 South, Range 1 East, Salt Lake Base and Meridian, (basis of bearings South 0°13'17" West between the West Quarter of Section 25 and the Southwest Corner of 25, said Township and Range.) and running thence;

Along said Grantors Southwesterly and Westerly line and SR-210 Easterly Right of Way line the following two (2) courses, North 51°32'19" West 36.23 feet to a point on the arc of a 945.00 foot radius non tangent curve to the left; (Bearing to center South 83°27'38" West) Thence continuing 27.95 feet along the arc of said curve through a central angle of 01°41'41" to a point on the arc of a 20.00 foot non tangent curve to the right (bearing to center being South 20°36'53" West); Thence continuing 14.61 feet along the arc of said curve through a central angle of 41°50'28"; Thence South 27°32'39" East 45.99 feet to the point of beginning.

Contains approx
481 sq ft

Also containing cut and fill slope Easements as shown on the design drawings and as constructed beyond the extents of the 20' wide trail easement description as described above.