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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO REAL ESTATE
BY: KSR, DEPUTY - WI 14 P.

County Contract No. SG09584 C
District Attorney No. 2009-0375

AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
THE SUGARHOUSE PARK AUTHORITY

THIS AGREEMENT (the "Agreement") is made effective this 14 day of October 2009, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the "County"), and THE SUGAR HOUSE PARK AUTHORITY, a Utah non-profit corporation (the "Authority"). The County and the Authority are sometimes referred to collectively as the "parties".

RECITALS:

A. The County is undertaking a construction project that will extend the Parley's Trail (the "Trail") through portions of Salt Lake City (the "City"). The Trail will pass through property owned by the City and the Authority.

B. The City (by separate agreement) and the Authority intend to grant trail easements and construction easements to the County with respect to any property that they own through which the Trail will pass.

C. The County Council previously expressed an interest in acquiring the easements for no monetary compensation, but with an obligation to provide maintenance services for the Trail.

D. The parties, in conformance with the County Council's discussion, enter into this Agreement.

AGREEMENT:

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

ARTICLE 1
GRANT

Section 1. Authority Grant. The Authority hereby agrees to grant and convey to the County a trail and construction easements in the following parcels of property:

Exhibit A: A perpetual easement over Parcel 16-21-101-001 and Parcel 16-21-251-001.

Exhibit B: A temporary construction easement over Parcel 16-21-101-001 and 16-21-251-001.

**ARTICLE 2
CONSIDERATION**

Section 2. **Consideration.** The parties agree that in consideration of the mutual benefit afforded the parties from this grant and construction of the Trail, the County will not pay additional monetary consideration to the Authority, but will provide all maintenance services with respect to the Trail, including all labor, equipment and materials. No other consideration shall pass between the County and the Authority except as stated 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.

**ARTICLE 3
ADDITIONAL PROVISIONS**

Section 3. **No Interference.** As long as such use is not in violation of the terms of the easements and this Agreement, neither party shall unreasonably obstruct or interfere with the free and unimpeded use of the easement property by the other.

Section 3.1. **Duration.** The term of this Agreement shall commence upon its execution, and the duration shall be fifty (50) years from the date of execution. The Trail easement grants contemplated herein shall be perpetual. The construction easement grants shall terminate upon the completion of the construction of the Trail.

Section 3.2 **General Provisions.** The following provisions are also integral parts of this Agreement:

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

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

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

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

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

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

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

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

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

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

(k) 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.

(l) Governmental Immunity. The County is a governmental entity under the Governmental Immunity Act, Utah Code Ann. Title 63G Chapter 7; therefore, consistent with the terms of the Governmental Immunity Act, the parties agree that the County is responsible and liable for any wrongful or negligent acts that it commits or that are committed by its agents, officials, or employees. The County does not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and maintains all privileges, immunities, and other rights granted by the Governmental Immunity Act and all other applicable law.

(m) Ethical Standards. The parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for each party in accordance with Utah Code Ann. § 11-13-202.5.

(n) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board or entity, other than the parties hereto and

their successors and assigns, any right or remedies by reason of this Agreement, as a third party beneficiary or otherwise.

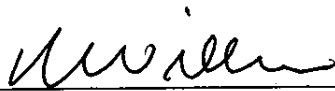
(o) Relationship of the Parties. Nothing contained in this Agreement shall constitute or be construed to create any partnership or agency relationship among the parties, or to create any new entity.

(p) Assignment. The parties shall not assign, sublease or transfer any interest in this Agreement.

(q) Entire Agreement. This Agreement, its Exhibits and Attachments, and the applicable laws, regulations and policies referenced herein, constitute the entire Agreement between the parties regarding the subject matter hereof and is intended to be a final expression of their Agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the counsel of its own advisors.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

SALT LAKE COUNTY

By 
Mayor Peter Corroon or Designee

SUGAR HOUSE PARK AUTHORITY

By 
President

ATTEST:

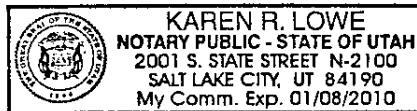
Secretary

STATE OF UTAH)
 : SS
County of Salt Lake)

On this day of 14 October, 2009, personally appeared before me
Doug Willmore, who being duly sworn, did say that (s)he is the
Chief Administrative Officer of Salt Lake County, Office of Mayor, and that the
foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

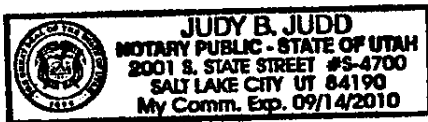
[SEAL]

Karen Lowe
NOTARY PUBLIC
Residing in Salt Lake County



STATE OF UTAH)
 : SS
County of Salt Lake)

On this day of August 16, 2009, personally appeared before me
John Alexander Hamphill, who being duly sworn, did say that (s)he is the
President of the Sugar House Park Authority, a Utah non-profit
corporation, and that the foregoing instrument was signed on behalf of the Sugar House Park
Authority, by authority of law.



[SEAL]

Judy Judd
NOTARY PUBLIC
Residing in Salt Lake County

EXHIBIT A

WHEN RECORDED, MAIL TO:

Salt Lake County
c/o Walt Gilmore
2001 South State Street
Suite S4400
Salt Lake City, Utah 84190

Affecting Tax ID No. 16-21-101-001
16-21-251-001

Easement

Parcel No. F-LC35:1:E
F-LC35:1:2E
PNo. F-LC35(171)

Sugarhouse Park Authority, Grantor, hereby GRANTS and CONVEYS to SALT LAKE COUNTY, at 2001 South State Street, #S4400, Salt Lake City, Utah 84190, Grantee, for the sum of Ten, Dollars and other valuable consideration,

a perpetual easement, upon parts of an entire tract of property, in the NW1/4, the NE1/4, and the SE1/4 of Section 21, T.1 S., R.1 E., S.L.B.& M., in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon an urban recreational trail, Parley's Crossing Trail, known as Project No. F-LC35(171), and appurtenant parts thereof. The boundaries of said parts of an entire tract are described as follows:

Parcel No. F-LC35:1:E

Beginning at a point on the west line of the Sugarhouse Park boundary, which is East, 250.50 feet and South, 1,318.82 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big Field Survey; said point also being the beginning of a 91.00 foot radius curve to the left, having a central angle of 11°18'13"; and running thence easterly along the arc of said curve 17.95 feet; thence S.81°07'17"E., 56.90 feet to a point of tangency with a 491.00 foot radius curve to the left, having a central angle of 04°19'42"; thence easterly along the arc of said curve 37.09 feet; thence S.85°26'59"E., 38.39 feet to a point of tangency with a 509.00 foot radius curve to the right, having a central angle of 04°19'45"; thence easterly along the arc of said curve 38.46 feet; thence S.81°07'14"E., 28.21 feet to a point of tangency with a 109.00 foot radius curve to the right, having a central angle of 30°00'08"; thence southeasterly along the arc of said curve 57.08 feet; thence S.51°07'06"E., 417.91 feet to a point of tangency with a 91.00 foot radius curve to the left, having a central angle of 20°22'11"; thence southeasterly along the arc of said curve 32.35 feet; thence S.71°29'17"E., 26.55 feet to a point of tangency with a 109.00 foot radius curve to the right, having a central angle of 07°30'05"; thence easterly along the arc of said curve 14.27 feet; thence S.63°59'12"E., 259.61 feet to a point of tangency with a 91.00 foot radius curve to the left, having a central angle of 10°57'19"; thence easterly along the arc of said curve 17.40 feet; thence S.74°56'31"E., 240.52 feet to a point of tangency with a 291.00 foot

radius curve to the left, having a central angle of $09^{\circ}08'16''$; thence easterly along the arc of said curve 46.41 feet; thence $S.84^{\circ}04'47''E.$, 583.00 feet to a point of tangency with a 309.00 foot radius curve to the right, having a radius of $06^{\circ}22'44''$; thence easterly along the arc of said curve 34.40 feet; thence $S.77^{\circ}42'03''E.$, 279.32 feet to a point of tangency with a 91.00 foot radius curve to the left, having a radius of $11^{\circ}37'34''$; thence easterly along the arc of said curve 18.47 feet; thence $S.89^{\circ}19'37''E.$, 28.10 feet to a point of tangency with a 109.00 foot radius curve to the right, having a central angle of $10^{\circ}06'48''$; thence easterly along the arc of said curve 19.24 feet; thence $S.79^{\circ}12'49''E.$, 83.79 feet to a point of tangency with a 109.00 foot radius curve to the right, having a central angle of $14^{\circ}08'44''$; thence easterly along the arc of said curve 26.91 feet; thence $S.65^{\circ}04'05''E.$, 32.64 feet to a point of tangency with a 91.00 foot radius curve to the left having a central angle of $12^{\circ}37'58''$; thence easterly along the arc of said curve 20.06 feet; thence $S.77^{\circ}42'03''E.$, 263.22 feet to a point of tangency with a 309.00 foot radius curve to the right having a central angle of $06^{\circ}04'24''$; thence easterly along the arc of said curve 32.75 feet; thence $S.71^{\circ}37'39''E.$, 342.27 feet to the west line of 1700 East street; thence $S.19^{\circ}04'29''W.$ along said west line, 35.53 feet to the south line of said Sugarhouse Park boundary; thence along said south line the following 8 courses: (1) $N.68^{\circ}51'10''W.$, 345.69 feet; (2) $N.77^{\circ}32'12''W.$, 383.40 feet; (3) $N.78^{\circ}01'24''W.$, 459.30 feet; (4) $N.84^{\circ}04'47''W.$, 594.24 feet; (5) $N.74^{\circ}56'31''W.$, 295.66 feet; (6) $N.66^{\circ}39'58''W.$, 266.98 feet; (7) $N.51^{\circ}07'06''W.$, 484.46 feet; (8) $N.80^{\circ}18'14''W.$, 255.24 feet to the east line of 1300 East street; thence $N.00^{\circ}26'57''E.$ along said east line, 20.80 feet to the point of beginning.

The above described parcel of land contains 66,752 square feet in area or 1.532 acres, more or less.

Also:

Parcel No. F-LC35:1:2E

Beginning at a point on the west line of the Sugarhouse Park boundary, which is East, 258.42 feet and South, 308.23 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big Field Survey; and running thence $S.52^{\circ}55'15''E.$, 27.66 feet; thence $S.04^{\circ}31'53''W.$, 66.66 feet; thence $S.04^{\circ}14'45''E.$, 120.78 feet; thence $S.22^{\circ}51'34''E.$, 45.48 feet; thence $S.09^{\circ}19'32''W.$, 126.49 feet; thence $S.42^{\circ}03'57''W.$, 38.87 feet to said west line of the Sugarhouse Park boundary; thence $N.00^{\circ}26'57''E.$ along said west line, 399.16 feet to the point of beginning.

The above described parcel of land contains 10,535 square feet in area or 0.242 acres, more or less.

The Basis of Bearings for these descriptions is $S. 68^{\circ}48'06'' E.$, 3088.76 ft. between Station Pierce 93, a Salt Lake County Harn Point located near the southeast corner of Sugarhouse Park and Station 1S1E2110, a Salt Lake County control point, located on the west side of the 1700 East street overpass over Interstate 80.

Sugar House Park Authority

IN WITNESS WHEREOF, said *John Alexander Hemphill* has caused this instrument to be executed by its proper officers thereunto duly authorized, this *6th* day of *August*, A.D. ~~2009~~

By: *J. Alexander Hemphill*
Its: *President*

STATE OF UTAH)
) :SS
County of Salt Lake)

On the *6th* day of *August*, 20*09*, personally appeared before me *John Alexander Hemphill* who being by me duly sworn did say, that (s)he is the *President* of Sugar House Park Authority, Inc., and that said instrument was signed in behalf of Sugar House Park Authority, Inc., by authority of law.



(SEAL)

Judy B. Judd
NOTARY PUBLIC
Residing in Salt Lake County, Utah

EXHIBIT B

WHEN RECORDED, MAIL TO:
Salt Lake County
c/o Walt Gilmore
2001 South State Street
Suite S4400
Salt Lake City, Utah 84190

Affecting Tax ID No. 16-21-101-001
16-21-251-001

Easement

Parcel No. F-LC35:1:CE
F-LC35:1:2CE
Project No. F-LC35(171)

Sugarhouse Park Authority, Grantor, hereby GRANTS and CONVEYS to
SALT LAKE COUNTY, at 2001 South State Street, #S4400, Salt Lake
City, Utah 84190, Grantee, for the sum of _____, Dollars,

a temporary easement, upon parts of an entire tract of property, in the NE1/4, NW1/4, and the SE1/4 of Section 21, T.1S., R.1E., S.L.B.&M., in Salt Lake County, Utah, for the purpose of facilitating construction of an urban recreational trail, Parley's Crossing Trail, known as Project No. F-LC35(171) and appurtenant parts thereof. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said parts of an entire tract are described as follows:

Parcel No. F-LC35:1:CE

Beginning at a point on the west line of the Sugarhouse Park boundary, which is East, 250.70 feet; thence South, 1,293.80 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big Field Survey; and running thence S.66°36'10"E., 43.96 feet; thence S.83°27'34"E., 238.50 feet; thence N.34°05'00"E., 43.00 feet; thence S.52°10'10"E., 35.35 feet; thence S.33°18'29"W., 64.30 feet; thence S.51°07'06"E., 391.80 feet to a point of tangency with a 79.00 foot radius curve to the left, having a central angle of 20°22'11"; thence southeasterly along the arc of said curve 28.09 feet; thence S.71°29'17"E., 26.55 feet to a point of tangency with a 121.00 foot radius curve to the right, having a central angle of 07°30'05"; thence easterly along the arc of said curve 15.84 feet; thence S.63°59'12"E., 177.49 feet; thence N.46°18'00"E., 62.90 feet; thence S.63°59'12"E., 60.30 feet to a point of tangency with a 20.00 foot radius curve to the left, having a central angle of 10°57'19"; thence easterly along the arc of said curve 3.82 feet;

thence S.74°56'31"E., 69.06 feet; thence S.41°23'23"E., 22.17 feet; thence S.16°29'03"E., 54.85 feet; thence S.74°56'31"E., 124.29 feet to a point of tangency with a 279.00 foot radius curve to the left, having a central angle of 09°08'16"; thence easterly along the arc of said curve 44.50 feet; thence S.84°04'47"E., 178.25 feet; thence S.64°27'38"E., 31.85 feet; thence N.88°32'23"E., 59.13 feet; thence N.89°13'01"E., 26.54 feet; thence S.84°04'47"E., 289.75 feet to a point of tangency with a 321.00 foot radius curve to the right, having a central angle of 06°22'44"; thence easterly along the arc of said curve 35.74 feet; thence S.77°42'03"E., 232.85 feet; thence N.12°17'57"E., 40.67 feet; thence S.77°42'03"E., 440.97 feet; thence S.84°41'05"E., 68.54 feet; thence S.77°42'03"E., 27.87 feet to a point of tangency with a 370.00 foot radius curve to the right, having a central angle of 06°04'24"; thence easterly along the arc of said curve 39.22 feet; thence S.71°37'39"E., 343.02 feet to the west line of 1700 East street; thence S.19°04'29"W. along said west line, 61.00 feet; thence N.71°37'39"W., 342.27 feet to a point of tangency with a 309.00 foot radius curve to the left, having a central angle of 06°04'24"; thence westerly along the arc of said curve 32.75 feet; thence N.77°42'03"W., 263.22 feet to a point of tangency with a 91.00 foot radius curve to the right, having a central angle of 12°37'58"; thence westerly along the arc of said curve 20.06 feet; thence N.65°04'05"W., 32.64 feet to a point of tangency with a 109.00 foot radius curve to the left, having a radius of 14°08'44"; thence westerly along the arc of said curve 26.91 feet; thence N.79°12'49"W., 83.79 feet to a point of tangency with a 109.00 foot radius curve to the left, having a radius of 10°06'48"; thence westerly along the arc of said curve 19.24 feet; thence N.89°19'37"W., 28.10 feet to a point of tangency with a 91.00 foot radius curve to the right, having a central angle of 11°37'34"; thence westerly along the arc of said curve 18.47 feet; thence N.77°42'03"W., 279.32 feet to a point of tangency with a 309.00 foot radius curve to the left, having a central angle of 06°22'44"; thence westerly along the arc of said curve 34.40 feet; thence N.84°04'47"W., 583.00 feet to a point of tangency with a 291.00 foot radius curve to the right, having a central angle of 09°08'16"; thence westerly along the arc of said curve 46.41 feet; thence N.74°56'31"W., 240.52 feet to a point of tangency with a 91.00 foot radius curve to the right, having a central angle of 10°57'19"; thence westerly along the arc of said curve 17.40 feet; thence N.63°59'12"W., 259.61 feet to a point of tangency with a 109.00 foot radius curve to the left, having a central angle of 07°30'05"; thence westerly along the arc of said curve 14.27 feet; thence N.71°29'17"W., 26.55 feet to a point of tangency with a 91.00 foot radius curve to the right, having a central angle of 20°22'11"; thence northwesterly along the arc of said curve 32.35 feet; thence N.51°07'06"W., 417.91 feet to a point of tangency with a 109.00 foot radius curve to the left, having a central angle of 30°00'08"; thence northwesterly along the arc of said curve 57.08 feet; thence N.81°07'14"W., 28.21 feet to a point of tangency with a 509.00 foot radius curve to the left, having a central angle of 04°19'45"; thence westerly along the arc of said curve 38.46 feet; thence N.85°26'59"W., 38.39 feet to a point of tangency with a 491.00 foot radius curve to the right, having a central angle of 04°19'42"; thence westerly along the arc of said curve 37.09 feet; thence N.81°07'17"W., 56.90 feet to a point of tangency with a 91.00 foot radius curve to the right, having a central angle of 11°18'13"; thence westerly along the arc of said curve 17.95 feet to said west line of the Sugarhouse Park boundary; thence N.00°26'57"E. along said west line, 25.03 feet to the point of beginning.

CITY RW-09CY (10-18-04)

Prepared 6/29/2009 by ROB, Stanley Consultants, Inc

The above described parcel of land contains 90,216 square feet in area or 2.070 acres, more or less.

Also:

Parcel No. F-LC35:1:2CE

Beginning at a point on the west line of the Sugarhouse Park boundary, which is East, 258.42 feet and South, 308.23 feet from the Northeast corner of Lot 10, Block 46, 10 Acre Plat "A", Big Field Survey; and running thence N.00°26'57"E. along said west line, 55.67 feet; thence N.85°36'40"E., 8.13 feet; thence S.37°03'37"E., 100.97 feet; thence S.16°26'56"W., 99.91 feet; thence S.00°46'31"E., 82.17 feet; thence S.21°03'05"E., 145.15 feet; thence S.48°14'06"W., 130.97 feet to said west line of the Sugarhouse Park boundary; thence N.00°26'57"E. along said west line, 25.81 feet; thence N.42°03'57"E., 38.87 feet; thence N.09°19'32"E., 126.49 feet; thence N.22°51'34"W., 45.48 feet; thence N.04°14'45"W., 120.78 feet; thence N.04°31'53"E., 66.66 feet; thence N.52°55'15"W., 27.66 feet to the point of beginning.

The above described parcel of land contains 15,236 square feet in area or 0.350 acres, more or less.

The basis of bearings for these descriptions is S. 68°48'06" E., 3088.76 ft. between Station Pierce 93, a Salt Lake County Harn Point located near the southeast corner of Sugarhouse Park and Station 1S1E2110, a Salt Lake County control point, located on the west side of the 1700 East street overpass over Interstate 80.

IN WITNESS WHEREOF, said Sugar House Park Authority has caused this instrument to be executed by its proper officers thereunto duly authorized, this 28th day of August, A.D. 2009.

S T A T E O F U T A H)

) ss.

C O U N T Y O F)

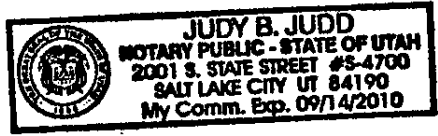
By J. Alexander Hemphill

On the date first above written personally appeared before me, John Alexander Hemphill, who, being by me duly sworn, did say that he is the President of Sugar House Park Authority, and that the within and foregoing instrument was signed in behalf of said Sugar House Park Authority authority of a resolution adopted at a regular

meeting of the Sugar House Park Authority held on the 27th of August, A.D. 2009, and said John Alexander Hemphill acknowledged to me that said Sugar House Park Authority executed the same.

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

Judy B. Judd
Notary Public



CITY RW-09CY (10-18-04)

Prepared 6/29/2009 by ROB, Stanley Consultants, Inc

BK 9770 PG 6932

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By [Signature]
Deputy District Attorney
Date 7-16-09