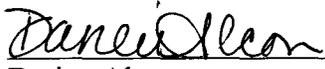


REQUEST FOR COUNCIL ACTION

- SUBJECT:** Interlocal Cooperation Agreement and Easement Agreement between the City of West Jordan and Salt Lake County
- SUMMARY:** Consider an interlocal cooperation agreement and easement agreement granting Salt Lake County access across West Jordan property to construct, inspect, maintain, clean and repair a project on adjacent property.
- FISCAL AND/OR ASSET IMPACT:** For reasons stated below, it is proposed to grant the easement without charge.
- STAFF RECOMMENDATION:**
Staff recommends consideration of the Interlocal Cooperation Agreement and Easement Agreement with Salt Lake County.
- MOTION RECOMMENDED:**
“I move to approve and authorize the Mayor to sign the attached Interlocal Cooperation Agreement and Easement Agreement with Salt Lake County and not to require payment from Salt Lake County.”

Prepared by:


Darien Alcorn
Interim City Attorney

Recommended by:


Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

West Jordan entered into an interlocal cooperation agreement with Salt Lake County earlier this year (February 27, 2015) describing a Salt Lake County boat portage project adjacent to the Jordan River. In the agreement, the parties recognized that Salt Lake County would construct the boat portage project on property that is not owned by West Jordan but is within the West Jordan corporate boundaries.

It was later realized that Salt Lake County does not have sufficient access to the property to construct, inspect, maintain, clean and repair the Salt Lake County boat portage facilities. Since West Jordan owns an adjacent parcel of property, Salt Lake County requested a perpetual access easement.

The attached interlocal cooperation agreement and easement agreement are for the purpose of granting the requested easement. It is limited to Salt Lake County's use for access to construct, inspect, maintain, clean and repair its boat portage project on the neighboring property.

Recognizing that: (1) the boat portage project provides a county-wide benefit to residents of Salt Lake County and West Jordan; (2) West Jordan demonstrated interest in and support of the Salt Lake County project evidenced by the February interlocal cooperation agreement; (3) the access easement is necessary to support the boat portage, and (4) the access easement is limited in scope, it is being recommended by City staff that no fee be charged to the Salt Lake County for the access easement.

Attached: Interlocal Cooperation Agreement
 Easement Agreement
 Resolution

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-192

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF THE
INTERLOCAL COOPERATION AGREEMENT AND EASEMENT AGREEMENT
BY AND BETWEEN THE CITY OF WEST JORDAN AND
SALT LAKE COUNTY

Whereas, the City Council of the City of West Jordan has reviewed the attached Interlocal Cooperation Agreement by and between the City of West Jordan and Salt Lake County; and

Whereas, the City Council of the City of West Jordan has reviewed the attached Perpetual Access Easement Agreement by and between the City of West Jordan and Salt Lake County; and

Whereas, the City Council of the City of West Jordan desires that both agreements be executed by the Mayor; and

Whereas, the Mayor is authorized to execute the agreements.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

- Section 1. The Mayor is hereby authorized and directed to execute the attached Interlocal Cooperation Agreement.
- Section 2. The Mayor is hereby authorized and directed to execute the attached Perpetual Access Easement Agreement.
- Section 3. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 14th day of October, 2015.

CITY OF WEST JORDAN

By: _____
Mayor Kim V. Rolfe

ATTEST:

Melanie S. Briggs, City Clerk/Recorder

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Sophie Rice

Ben Southworth

Mayor Kim V. Rolfe

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective _____, 2015 ("*Effective Date*"), by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "County"), and the **CITY OF WEST JORDAN, UTAH**, a municipal corporation and political subdivision of the State of Utah (the "City"). The County and the City are individually referred to herein sometimes as a "*Party*" and collectively as the "*Parties*."

RECITALS:

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

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and the City are public agencies for purposes of the Act.

D. The City owns a parcel of real property located at approximately 1183 Winchester Street, Murray, Utah (the "*West Jordan Property*").

E. The County plans to construct a boat takeout on property immediately adjacent to the West Jordan Property (the "*Winchester Boat Takeout*").

F. The County would like to acquire a perpetual easement across the West Jordan Property to allow the County access to construct, maintain, inspect, clean, and repair the Winchester Boat Takeout ("*Access Easement*").

G. In exchange for the consideration identified below, the City is willing to grant the County the Access Easement on the West Jordan Property.

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:

ARTICLE 1 EASEMENT

Grant of Perpetual Access Easement. The City shall grant and convey to the County a perpetual access easement over a portion of the West Jordan Property for the purpose of allowing the County to access the Winchester Boat Takeout to construct, maintain, inspect, clean, and repair the Winchester Boat Takeout as provided in the Perpetual Access Easement Agreement attached hereto as Exhibit 1.

ARTICLE 2 CONSIDERATION

The County and the City agree that in consideration of the mutual benefit afforded the citizens of the City and the County from the Winchester Boat Takeout, which cannot be constructed, maintained, inspected, cleaned or repaired without grant of the Access Easement, and in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the City will grant the Access Easement to the County without fee.

ARTICLE 3 ADDITIONAL PROVISIONS

Section 3.1 **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon delivery of the fully executed Perpetual Access Easement Agreement attached hereto as Exhibit 1. The parties intend delivery to be accomplished promptly, but in no event shall this Agreement have a term longer than 50 years.

Section 3.2 **Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

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

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

(c) **Financing 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 the County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

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

(f) Manner of Acquiring, Holding or Disposing of Property. The Access Easement shall be acquired, held or disposed of as provided in this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 3.3 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) 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.

(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) Liability and Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2011), as amended (the “*Immunity Act*”). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Immunity Act, the County and the City shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the 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.

(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 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; (c) breached any of the ethical standards set forth in State statute or 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 County ordinances.

(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) Costs. 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.

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

IN WITNESS WHEREOF, the City, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its council caused this Agreement to be signed by the Mayor or his designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved As To Form and Legality:

R. Christopher Preston, Deputy District Attorney
Date: _____

CITY OF WEST JORDAN, UTAH

By: _____
Mayor or Designee

ATTEST:

City Recorder
Date: _____

Approved As To Legal Form:

Daniel Alcorn

City Attorney

Exhibit 1
Perpetual Access Easement Agreement

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-120
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

Affects a Portion of Tax Serial No. 21-23-327-004-4001

PERPETUAL ACCESS EASEMENT AGREEMENT

THIS PERPETUAL EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2015 (the "Effective Date"), by and between THE CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah ("Grantor") and SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("Grantee"). Grantor and Grantee are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

RECITALS

- A. Grantor owns certain real property located at approximately 1183 Winchester Street, Murray, Utah, also identified as Parcel No. 21-23-327-004-4001 (the "West Jordan Property").
- B. Grantee desires to obtain for the benefit of Grantee across portions of the Property, and for the purposes more specifically described herein, a perpetual access easement to access the Winchester Boat Takeout on the Jordan River located on property adjacent to the West Jordan Property.
- C. Grantor is willing to grant and convey a perpetual easement to Grantee pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth therein, the Parties agree as follows:

1. Perpetual Easement. Grantor hereby grants and conveys to Grantee a perpetual access easement ("Perpetual Easement") across portions of the Property (the "Perpetual Easement Area") for the purpose of allowing Grantee unobstructed access to the Winchester Boat Takeout so that Grantee can construct, maintain, inspect,

clean, repair and alter the Winchester Boat Takeout, which is located on property immediately adjacent to the West Jordan Property. The legal description for the Perpetual Easement Area is more particularly described in Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein by this reference.

2. Access. Grantee and its agents, employees, consultants and contractors (the "Permitted Users") shall have the right to enter upon the Perpetual Easement Area for the purposes permitted by this Agreement.
3. Reservation. Grantor reserves the right to use the Perpetual Easement Area for any use not inconsistent with Grantee's permitted use of the Perpetual Easement Area.
4. Work on Jordan River Channel. Grantee and its agents and contractors shall restore all property damaged in the process of accessing the Winchester Boat Takeout through the Perpetual Easement Area to as near its original condition as is reasonably possible or Grantee will compensate Grantor for any of Grantor's improvements within the Perpetual Easement Area that are damaged by Grantee's use of the Perpetual Easement Area.
5. Compliance with Laws. Grantee shall comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.
6. Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2011), as amended (the "*Immunity Act*"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Immunity Act, the County and the City shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the 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.
- 10 Insurance. Grantee shall maintain insurance or self-insurance coverage sufficient to meet its obligations hereunder and consistent with applicable law.
- 11 Assignment. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, and assigns. The rights and obligations set forth in this Agreement are intended to run with the land and succeeding interests therein. This Agreement may not be assigned by Grantee without prior written consent of Grantor.

12 Integration. This agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to this property.

13 Miscellaneous.

- a. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- b. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he or she signs to execute and deliver this Agreement and that as result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date.

GRANTOR
CITY OF WEST JORDAN, UTAH

By: _____
Kim V. Rolfe, Mayor

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, personally appeared before me Kim V. Rolfe, who being duly sworn, did say that he is the Mayor of the City of West Jordan, Utah, and that the foregoing instrument was signed in behalf of the City of West Jordan City, Utah, and he acknowledged that said corporation executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

GRANTEE
SALT LAKE COUNTY

By: _____
Mayor or Designee

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 2015, personally appeared before me _____,
who being duly sworn, did say that (s)he is the _____ of Salt Lake
County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake
County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

EXHIBIT A
Legal Description of the Perpetual Easement

(EXHIBIT A)

A perpetual easement being part of an entire tract of land conveyed to West Jordan City Corporation, a municipal corporation per that Warranty Deed recorded October 30, 1987 as Entry No. 4543847 in Book 5975, at Page 1216 in the Office of the Salt Lake County Recorder; said entire tract is located in the Southwest Quarter of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said perpetual easement is described as follows:

Beginning at the northwesterly corner of said entire tract 2,076.24 feet N. 00°15'32" E. along the westerly line of said Section 23 and 1,537.62 feet N. 83°03'43" E. from the Southwest Corner of said Section 23, thence N. 83°03'43" E. (Record = N. 82°42'57" E.) 19.49 feet along the northerly boundary line of said entire tract; thence departing said boundary line S. 18°06'23" E. 56.70 feet; thence S. 40°21'13" E. 79.27 feet; thence S. 47°19'19" E. 107.65 feet a easterly boundary line of said entire tract; thence S. 15°55'32" W. 71.52 feet along said easterly boundary line to the southwesterly corner of said entire tract and an existing fence per that agreement fixing a common boundary line recorded June 11, 1999 as Entry No. 7383107 in Book 8285, at Page 5894 in the Office of said Recorder; thence along said existing fence and southwesterly boundary of said entire tract the following two courses: 1) N. 41°39'18" W. (Record = N. 41°54'01" W.) 74.85 feet; 2) N. 26°22'26" W. (Record = N. 26°37'09" W.) 220.744 feet to the **Point of Beginning**.

The above described perpetual easement contains 8,878 square feet in area or 0.204 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: The basis of bearing is N. 00°15'32" E. between the Southwest Corner of Section 23 and the West Quarter of said Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT B
Map of Easement

WINCHESTER STREET
L1

POB 3:PE

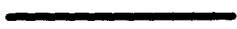
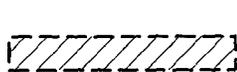
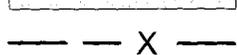
| LINE TABLE | | |
|------------|--------|---------------|
| LINE # | LENGTH | BEARING |
| L1 | 19.49 | N83° 03' 43"E |

WEST JORDAN CITY
21-23-327-004-4001

JORDAN RIVER

CORPORATION OF THE
PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS
21-23-328-001

LEGEND

-  PARCEL BOUNDARY
-  ADJACENT PARCEL LINE
-  SOUTHWESTERLY BANK OF THE JORDAN RIVER
-  EASEMENT AREA
-  JORDAN RIVER TRAIL
-  EXISTING FENCE



Scale in Feet

1"=30'

EXHIBIT "B"

(Record = N. 26°37'09"W.)

(Record = N. 41°54'01"W.)

MURRAY CITY
21-23-327-327-001



JORDAN RIVER RAIL (21-23-327-004-4001)
WEST JORDAN CITY

Prepared for:
SALT LAKE COUNTY PARKS AND REC

Sec. 23, T.2S, R.1W, S.L.B.&M.
Work Order No. SVY20140437

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1500
Salt Lake City, Utah 84114-4575
(385) 468-8240

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-120
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

Affects a Portion of Tax Serial No. 21-23-327-004-4001

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RECITALS

- A. Grantor owns certain real property located at approximately 1183 Winchester Street, Murray, Utah, also identified as Parcel No. 21-23-327-004-4001 (the "West Jordan Property").
- B. Grantee desires to obtain for the benefit of Grantee across portions of the Property, and for the purposes more specifically described herein, a perpetual access easement to access the Winchester Boat Takeout on the Jordan River located on property adjacent to the West Jordan Property.
- C. Grantor is willing to grant and convey a perpetual easement to Grantee pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth therein, the Parties agree as follows:

1. Perpetual Easement. Grantor hereby grants and conveys to Grantee a perpetual access easement ("Perpetual Easement") across portions of the Property (the "Perpetual Easement Area") for the purpose of allowing Grantee unobstructed access to the Winchester Boat Takeout so that Grantee can construct, maintain, inspect,

clean, repair and alter the Winchester Boat Takeout, which is located on property immediately adjacent to the West Jordan Property. The legal description for the Perpetual Easement Area is more particularly described in Exhibit A and depicted on Exhibit B, both attached hereto and incorporated herein by this reference.

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3. Reservation. Grantor reserves the right to use the Perpetual Easement Area for any use not inconsistent with Grantee's permitted use of the Perpetual Easement Area.
4. Work on Jordan River Channel. Grantee and its agents and contractors shall restore all property damaged in the process of accessing the Winchester Boat Takeout through the Perpetual Easement Area to as near its original condition as is reasonably possible or Grantee will compensate Grantor for any of Grantor's improvements within the Perpetual Easement Area that are damaged by Grantee's use of the Perpetual Easement Area.
5. Compliance with Laws. Grantee shall comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.
6. Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2011), as amended (the "*Immunity Act*"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Immunity Act, the County and the City shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the 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.
10. Insurance. Grantee shall maintain insurance or self-insurance coverage sufficient to meet its obligations hereunder and consistent with applicable law.
11. Assignment. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, and assigns. The rights and obligations set forth in this Agreement are intended to run with the land and succeeding interests therein. This Agreement may not be assigned by Grantee without prior written consent of Grantor.

12 Integration. This agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to this property.

13 Miscellaneous.

- a. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
- b. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he or she signs to execute and deliver this Agreement and that as result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

IN WITNESS WHEREOF, this Agreement is executed and effective as of the Effective Date.

GRANTOR
CITY OF WEST JORDAN, UTAH

By: _____
Kim V. Rolfe, Mayor

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, personally appeared before me Kim V. Rolfe, who being duly sworn, did say that he is the Mayor of the City of West Jordan, Utah, and that the foregoing instrument was signed in behalf of the City of West Jordan City, Utah, and he acknowledged that said corporation executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

APPROVED AS TO LEGAL FORM
West Jordan City Attorney
By: *Danby Allen* Date: *10-1-15*

GRANTEE
SALT LAKE COUNTY

By: _____
Mayor or Designee

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 2015, personally appeared before me _____,
who being duly sworn, did say that (s)he is the _____ of Salt Lake
County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake
County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

EXHIBIT A
Legal Description of the Perpetual Easement

(EXHIBIT A)

A perpetual easement being part of an entire tract of land conveyed to West Jordan City Corporation, a municipal corporation per that Warranty Deed recorded October 30, 1987 as Entry No. 4543847 in Book 5975, at Page 1216 in the Office of the Salt Lake County Recorder; said entire tract is located in the Southwest Quarter of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said perpetual easement is described as follows:

Beginning at the northwesterly corner of said entire tract 2,076.24 feet N. $00^{\circ}15'32''$ E. along the westerly line of said Section 23 and 1,537.62 feet N. $83^{\circ}03'43''$ E. from the Southwest Corner of said Section 23, thence N. $83^{\circ}03'43''$ E. (Record = N. $82^{\circ}42'57''$ E.) 19.49 feet along the northerly boundary line of said entire tract; thence departing said boundary line S. $18^{\circ}06'23''$ E. 56.70 feet; thence S. $40^{\circ}21'13''$ E. 79.27 feet; thence S. $47^{\circ}19'19''$ E. 107.65 feet a easterly boundary line of said entire tract; thence S. $15^{\circ}55'32''$ W. 71.52 feet along said easterly boundary line to the southwesterly corner of said entire tract and an existing fence per that agreement fixing a common boundary line recorded June 11, 1999 as Entry No. 7383107 in Book 8285, at Page 5894 in the Office of said Recorder; thence along said existing fence and southwesterly boundary of said entire tract the following two courses: 1) N. $41^{\circ}39'18''$ W. (Record = N. $41^{\circ}54'01''$ W.) 74.85 feet; 2) N. $26^{\circ}22'26''$ W. (Record = N. $26^{\circ}37'09''$ W.) 220.744 feet to the **Point of Beginning**.

The above described perpetual easement contains 8,878 square feet in area or 0.204 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: The basis of bearing is N. $00^{\circ}15'32''$ E. between the Southwest Corner of Section 23 and the West Quarter of said Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT B
Map of Easement

WINCHESTER STREET
L1

POB 3:PE

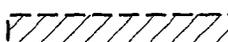
| LINE TABLE | | |
|------------|--------|---------------|
| LINE # | LENGTH | BEARING |
| L1 | 19.49 | N83° 03' 43"E |

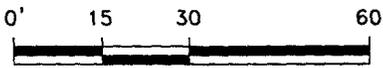
WEST JORDAN CITY
21-23-327-004-4001

JORDAN RIVER

CORPORATION OF THE
PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS
21-23-328-001

LEGEND

-  PARCEL BOUNDARY
-  ADJACENT PARCEL LINE
-  SOUTHWESTERLY BANK OF THE JORDAN RIVER
-  EASEMENT AREA
-  JORDAN RIVER TRAIL
-  EXISTING FENCE



Scale in Feet

1"=30'

EXHIBIT "B"

(Record = N. 26°37'09" W.)
N41°39'18"W 74.85'
(Record = N. 41°54'01" W.)
S15°55'32"W 71.52'

3:PE

MURRAY CITY
21-23-327-327-001



JORDAN RIVER RAIL (21-23-327-004-4001)
WEST JORDAN CITY

Prepared for:
SALT LAKE COUNTY PARKS AND REC

Sec. 23 , T.2S, R.1W, S.L.B.&M.
Work Order No. SVY20140437

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

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