

**REQUEST FOR COUNCIL ACTION**

**Subject:**

Approval of an Interlocal Cooperation Agreement between Salt Lake County and the City of West Jordan for the construction of the Jordan River Trail

**Discussion:**

The City of West Jordan desires to construct the Jordan River Trail between 8300 S and 9000 S. To assist in the completion this section of trail, Salt Lake County has agreed to construct the section of trail from 8300 S to 8600 S including a bridge at 8300 S. In order for the County to provide funding and construction of this section of trail, an Interlocal Cooperation Agreement is required between the City and County.

**Fiscal Impact:**

Funds for construction of the Jordan River Trail Project are provided from several agencies and the West Jordan "Open Space" fund as previously approved by the City Council. The section of trail from 8300 S to 8600 S will be paid for by Salt Lake County. No fees are required for construction from the City.

**Recommendation:**

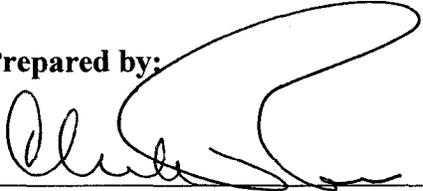
Staff recommends approval of this Interlocal Cooperation Agreement for the construction of the Jordan River Trail between 8300 S and 8600 S by Salt Lake County.

Motion

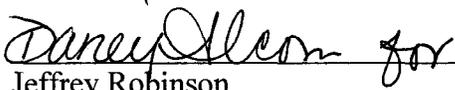
"I move to adopt Resolution No. 13-148, authorizing and directing the Mayor to sign the attached Interlocal Cooperation Agreement between Salt Lake County and the City of West Jordan for the construction of the Jordan River Trail.

Roll Call

**Prepared by:**

  
Charles Tarver  
CDBG/Grants Manager

**Approved as to Legal Form by:**

  
Jeffrey Robinson  
City Attorney

**Reviewed by:**

  
Tom Burdett  
Director, Community Development

**Approved by:**

  
Richard L. Davis  
City Manager

**Narrative:**

The City is proposing to construct the Jordan River Trail between 8300 S and 9000 S to provide a continuous trail between the North and South boundary of the City. Funding for this project is being provided through the West Jordan Open Space fund, Utah State Legislature, Salt Lake County, Sandy City, State Parks Non-Motorized Trail Program, LeRay McAllister Open Space Fund and the Rotary Club.

In order to complete this project, Salt Lake County has agreed to construct the Jordan River Trail between 8300 S and 8600 S including a bridge crossing the Jordan River connecting to the existing Midvale section of trail. Once this project is completed between 8300 S and 9000 S, Salt Lake County will transfer ownership of trail between 8300 S and 8600 S to the City of West Jordan.

This Interlocal Cooperation Agreement, as attached, has been reviewed by the West Jordan Attorney's Office. No fees are required for this agreement.

**THE CITY OF WEST JORDAN, UTAH**

A Municipal Corporation

**RESOLUTION NO. 13-148**

**A RESOLUTION TO ENTER INTO AN INTERLOCAL COOPERATION  
AGREEMENT WITH SALT LAKE COUNTY**

Whereas, the City of West Jordan has an approved budget to construct its Jordan River Trail project (the "Project"); and

Whereas, the Project requires an Interlocal Cooperation Agreement Salt Lake County for the construction of the Jordan River Trail between 8300 S and 8600 S; and

Whereas, Salt Lake County has agreed to construction the Jordan River Trail between 8300 S and 8600 S with no fees required from the City and based on the terms and conditions stated in the easement agreement attached hereto as Exhibit A.

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

Section 1. The Mayor is hereby authorized and directed to sign the attached Interlocal Cooperation Agreement with Salt Lake County so the City can complete the Project.

Section 2. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13<sup>th</sup> day of November, 2013.

CITY OF WEST JORDAN

ATTEST:

By: \_\_\_\_\_  
Melissa K. Johnson, Mayor

\_\_\_\_\_  
MELANIE S. BRIGGS, MMC  
City Clerk/Recorder

Res 13-148

Voting by the City Council

Judy Hansen  
Clive M. Killpack  
Chris McConnehey  
Chad Nichols  
Ben Southworth  
Justin D. Stoker  
Mayor Melissa K. Johnson

"AYE"

"NAY"

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**INTERLOCAL COOPERATION AGREEMENT**  
**between**  
**SALT LAKE COUNTY**  
**and**  
**WEST JORDAN CITY**  
**for**  
**CONSTRUCTION OF THE JORDAN RIVER TRAIL IN WEST JORDAN**

**THIS INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is effective the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County"), and **WEST JORDAN CITY**, a Utah municipal corporation created under the laws of the State of Utah (the "City"). The County and the City are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

A. The County and the City are public agencies as contemplated in Utah Code Ann. § 11-13-101 (2012), *et seq.*, referred to as the "Interlocal Cooperation Act."

B. Utah Code Ann. § 11-13-202 (2009) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

C. The County intends to complete the Jordan River Trail (the "Trail") as a continuous recreational trail through the County and now desires to construct the segment of the Trail from approximately 8300 South to 8600 South.

D. The City is developing its West Jordan City Trail Action Plan and desires to construct the segment of the Trail from 8600 South to 9000 South, including a tunnel under 9000 South.

E. The Parties agree to cooperate with each other to develop the Trail from approximately 8300 South to 8600 South ("Trail Segment") where the Trail Segment will connect with the portion of the Trail the City will construct from 8600 South to 9000 South and to assign responsibility for maintenance of the Trail Segment to the City upon the completion of construction. The Trail Segment will be built over parcels of real property owned by Rocky Mountain Power, Midvale Holdings III, L.C., and Salt Lake County.

F. Pursuant to the authority granted by the Interlocal Cooperation Act, the Parties mutually desire to enter into this Agreement, which sets forth the terms and conditions of their joint and cooperative action to develop the uncompleted segment of the Trail in the City.

## 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:

### Section 1. City Responsibilities.

The City shall:

- (a) Attempt to obtain through voluntary acquisition, the following easements:
  - 1. From Rocky Mountain Power, a perpetual trail easement located between approximately 8300 South to 8600 South as described in the legal description attached hereto as Exhibit A and a temporary construction easement located between approximately 8300 South to 8600 South as described in the legal description attached hereto as Exhibit B.
- (b) Review and consider for approval as necessary, which approval shall not be unreasonably denied, the planning and construction drawings and specifications, in substantially the form attached hereto as Exhibit C, for constructing the Trail Segment, including the bridge across the River at approximately 8300 South.
- (c) Allow County to construct the Trail Segment on the easements obtained by City as described in Section 1.a above.
- (d) Provide all required City-issued approvals and permits to the County, without charge, for construction of the Trail Segment.

### Section 2. County Responsibilities.

The County shall:

- (a) Provide the planning and construction drawings and specifications for constructing the Trail Segment, including a bridge across the River at approximately 8300 South;
- (b) Assess and comply with the environmental requirements for completion of the Trail Segment;
- (c) Obtain all approvals for construction of the Trail Segment, including any necessary approvals from the State of Utah for constructing the bridge over the Jordan River.
- (d) Prepare the bid documents for construction of the Trail Segment, solicit bids, select the construction contractor with the winning bid, supervise the construction of the Trail Segment, and pay the contractor in conformance with the bid documents;
- (e) Upon approved completion of construction of the Trail Segment by City and County, County shall grant an easement to City for the bridge spanning the Jordan River

constructed as part of the Trail Segment over the County property. The easement shall permit the use and maintenance of the bridge by the City and shall be in substantially the form of the Pedestrian Bridge Easement Agreement attached hereto as Exhibit D.

- (f) Provide the City with a copy of all As-Built drawings of the Trail and its structures.
- (g) Comply with the terms of the easement across the property owned by Rocky Mountain Power related to construction of the Trail Segment.

Section 3. **Maintenance of Trail Segment.**

Upon City and County approval of completion of construction of the Trail Segment, all portions of the Trail segment that are constructed by the County as provided in this Agreement, shall immediately become and shall remain the property of the City. After construction of the Trail Segment, City shall own and be responsible for all necessary maintenance and upkeep of all portions of the Trail Segment, including the bridge. The terms of this paragraph shall remain effective, notwithstanding the expiration or termination of this Agreement.

### **ADDITIONAL PROVISIONS**

Section 4. **Duration and Termination.**

The term of this Agreement shall commence upon its execution by the Parties and expire upon one of the following: (a) two years from the date of execution of this Agreement, if acquisition of the easements described in Section 1(a) is not complete; or (b) fifty (50) years after the date of execution of this Agreement, if acquisition of the easements described in Section 1(a) is complete.

Section 5. **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) **Titles and 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 be modified but only by an instrument in writing signed by the Parties hereto.
- (h) Time of Essence. Time is of the essence in this Agreement.
- (i) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- (j) Notice. Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County

Salt Lake County Mayor  
2001 South State Street, N-2100  
Salt Lake City, Utah 84190

West Jordan City

West Jordan City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

- (k) No Interlocal Entity. 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 Mayor 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.
- (l) Joint Cooperative Undertaking and Establishing Budget. There is financing of joint or cooperative undertaking as provided herein, but no future budget shall be established or maintained unless described herein.
- (m) Manner of Acquiring, Holding, or Disposing of Property. Any property will be acquired, held, or disposed of pursuant to this Agreement only as provided in this Agreement, and unless agreed to herein shall not be used in any other manner.
- (n) Exhibits and Recitals. The recitals to this Agreement, as set forth above, are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

- (o) Liability and Indemnification. The County and the City are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Title 63G, Chapter 7 (the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or its agents, officers, or employees. Neither Party waives any defenses otherwise available under the Act, nor does any Party waive any limits of liability currently provided by the Act. The Parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the Program.
- (p) 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 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 the County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001) or of the City's conflict of interest ordinances (Chapter 1.11. West Jordan Code); 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 or City ordinances.
- (q) 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 (2003).
- (r) 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 (2002).
- (s) 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.
- (t) Relationship of the Parties. Nothing contained in this Agreement shall constitute or be construed to create any partnership or agency relationship between the Parties, or to create any new entity.
- (u) Assignment. The Parties shall not assign, sublease, or transfer any interest in this Agreement.
- (v) Entire Agreement. This Agreement 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.

(w) 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.

**IN WITNESS WHEREOF**, the City, by resolution duly adopted by its Council, a copy of which is attached hereto, caused this Agreement to be signed by its Mayor; and the County, by resolution of its council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor, or his designee.

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee  
Date: \_\_\_\_\_

**SALT LAKE COUNTY DISTRICT  
ATTORNEY APPROVAL**

Approved as to proper form and compliance with applicable law.

By: R. Clutter Patten  
Deputy District Attorney  
Date: 10/28/2013

**WEST JORDAN CITY**

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

*Exhibit C needs  
to be attached  
to original.*

**Y APPROVAL**  
pliance with applicable law.

By: Danely Blom  
Date: 10-30-13

Exhibit A  
(Description of Perpetual Easement)

**Jordan River Trail – Rocky Mountain Power  
83<sup>rd</sup> to 86<sup>th</sup> South  
Perpetual Easement**

A perpetual easement being part of two entire tracts of land located in the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian. Said perpetual easement is described as follows:

Beginning at the intersection of the centerline of the proposed Jordan River trail with an easterly boundary line of said entire tracts, which point is S. 0°07'34" E. 475.17 feet along the easterly line of said southwest quarter and S. 89°52'26" W. 60.34 feet and S. 73°54'18" W. 124.95 feet from the center of said Section 35; thence S. 18°42'18" E. 22.52 feet along said easterly boundary line; thence S. 73°42'33" W. 2.31 feet to a point of tangency with a 62.50 foot radius curve to the left; thence Southwesterly 8.15 feet along the arc of said curve (chord bears S. 69°58'22" W. 8.15 feet); thence N. 23°45'53" W. 12.50 feet to a point 10.00 feet radially distant southeasterly from said trail centerline; thence Southerly along a line 10.00 feet radially distant easterly and concentric to said trail centerline the following six (6) courses: (1) Southwesterly 116.14 feet along the arc of a 75.00 foot radius curve to the left (chord bears S. 21°52'30" W. 104.87 feet) to the point of reverse curvature with a 260.00 foot radius curve to the right; (2) Southerly 144.17 feet along the arc of said curve (chord bears S. 6°36'04" E. 142.33 feet) to the point of reverse curvature with a 490.00 foot radius curve to the left; (3) Southerly 360.48 feet along the arc of said curve (chord bears S. 11°47'25" E. 352.40 feet) to the point of reverse curvature with a 1310.00 foot radius curve to the right; (4) Southeasterly 678.66 feet along the arc of said curve (chord bears S. 18°01'27" E. 671.10 feet) to the point of reverse curvature with a 445.00 foot radius curve to the left; (5) Southeasterly 431.54 feet along the arc of said curve (chord bears S. 30°57'50" E. 414.83 feet) to the point of reverse curvature with a 570.00 foot radius curve to the right; (6) Southeasterly 128.45 feet along the arc of said curve (chord bears S. 52°17'21" E. 128.18 feet) to an easterly boundary line of said entire tracts; thence S. 18°42'18" E. 47.42 feet along said easterly boundary line to a point 10.00 feet radially distant southwesterly from said trail centerline; thence northerly along a line 10.00 feet radially distant westerly and concentric to said trail centerline the following five (5) courses: (1) Northwesterly 166.19 feet along the arc of a 550.00 foot radius curve to the left (chord bears N. 50°05'20" W. 165.56 feet) to the point of reverse curvature with a 465.00 foot radius curve to the right; (2) Northwesterly 450.93 feet along the arc of said curve (chord bears N. 30°57'50" W. 433.47 feet) to the point of reverse curvature with a 1290.00 foot radius curve to the left; (3) Northwesterly 668.30 feet along the arc of said curve (chord bears N. 18°01'27" W. 660.85 feet) to the point of reverse curvature with a 510.00 foot radius curve to the right; (4) Northerly 375.19 feet along the arc of said curve (chord bears N. 11°47'25" W. 366.79 feet) to the point of reverse curvature with a 240.00 foot radius curve to the left; (5) Northerly 133.09 feet along the arc of said curve (chord bears N. 6°36'04" W. 131.39 feet) to the point of reverse curvature with a 150.00 foot radius curve to the right; thence Northeasterly 45.30 feet along the arc of said curve (chord bears N. 13°50'14" W. 45.12 feet) to the point of compound curvature with a 90.00 foot radius curve to the right; thence Northeasterly 123.93 feet along the arc of said curve (chord bears N. 34°15'43" E. 114.37 feet); thence N. 73°42'33" E. 4.61 feet along a line parallel with said trail centerline to an easterly boundary line of said entire tracts; thence S. 18°42'18" E. 22.52 feet along said easterly boundary line to the point of beginning.

The above described perpetual easement contains 39,707 square feet in area or 0.912 acres, more or less.

Basis of Bearing – S. 0°01'31" E. along the west line of the Southwest Quarter of Section 35, Township 2 South, Range 1 West, Salt Lake Base & Meridian.

Exhibit B  
(Description of Temporary Construction Easement)

## Jordan River Trail – Rocky Mountain Power 83<sup>rd</sup> to 86<sup>th</sup> South Temporary Easement

A temporary easement being part of two entire tracts of land located in the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said temporary easement is described as follows:

Beginning at the intersection of the centerline of the proposed Jordan River trail with an easterly boundary line of said entire tracts, which point is S. 0°07'34" E. 475.17 feet along the easterly line of said southwest quarter and S. 89°52'26" W. 60.34 feet and S. 73°54'18" W. 124.95 feet from the center of said Section 35; thence S. 18°42'18" E. 40.04 feet along said easterly boundary line; thence southwesterly along a line 40.00 feet radially or perpendicularly distant southerly from and parallel with, or concentric to, said trail centerline for the following two courses: (1) S. 73°42'33" W. 3.16 feet to a point of tangency with a 45.00 foot radius curve to the left; (2) Southwesterly 19.12 feet along the arc of said curve (chord bears S. 61°32'19" W. 18.97 feet; thence N. 40°37'39" W. 15.00 feet; thence Southerly along a line 25.00 feet radially distant from and concentric to said trail centerline, for the following six (6) courses: (1) Southwesterly 75.25 feet along the arc of a 60.00 foot radius curve to the left (chord bears S. 13°26'31" W. 70.41 feet) to the point of reverse curvature with a 275.00 foot radius curve to the right; (2) Southerly 152.49 feet along the arc of said curve (chord bears S. 6°36'04" E. 150.55 feet) to the point of reverse curvature with a 475.00 foot radius curve to the left; (3) Southerly 349.44 feet along the arc of said curve (chord bears S. 11°47'25" E. 341.61 feet) to the point of reverse curvature with a 1325.00 foot radius curve to the right; (4) Southeasterly 686.43 feet along the arc of said curve (chord bears S. 18°01'27" E. 678.78 feet) to the point of reverse curvature with a 430.00 foot radius curve to the left; (5) Southeasterly 416.99 feet along the arc of said curve (chord bears S. 30°57'50" E. 400.84 feet) to the point of reverse curvature with a 585.00 foot radius curve to the right; (6) Southeasterly 103.85 feet along the arc of said curve (chord bears S. 53°39'34" E. 103.71 feet) to an easterly boundary line of said entire tracts; thence S. 18°42'18" E. 121.40 feet along said easterly boundary line to a point 25.00 feet radially distant southwesterly from the centerline of said trail; thence Northwesterly along a line 25.00 feet radially distant from and concentric to said trail centerline for the following two (2) courses: (1) Northwesterly 200.96 feet along the arc of a 535.00 foot radius curve to the left (chord bears N. 47°59'17" W. 199.71 feet) to the point of reverse curvature with a 480.00 foot radius curve to the right; (2) Northwesterly 101.37 feet along the arc of said curve (chord bears N. 52°41'41" W. 101.19 feet); thence N. 84°52'59" W. 45.28 feet to a westerly boundary line of said entire tracts; thence N. 18°42'18" W. 323.59 feet along said westerly boundary line to a point 25.00 feet radially distant westerly from said trail centerline; thence Northwesterly along a line 25.00 feet radially distant from and concentric to said trail centerline the following three (3) courses: (1) Northerly 11.87 feet along the arc of a 480.00 foot radius curve to the right (chord bears N. 3°53'28" W. 11.87 feet) to the point of reverse curvature with a 1275.00 foot radius curve to the left; (2) Northwesterly 660.53 feet along the arc of said curve (chord bears N. 18°01'27" W. 653.17 feet) to the point of reverse curvature with a 525.00 foot radius curve to the right; (3) Northwesterly 56.93 feet along the arc of said curve (chord bears N. 29°45'33" W. 56.90 feet) to a westerly boundary line of said entire tracts; thence N. 18°42'18" W. 145.01 feet along said westerly boundary line to a point 25.00 feet radially distant westerly from said trail centerline; thence Northerly 183.81 feet along the arc of a 525.00 foot radius curve to the right, concentric to said trail centerline, (chord bears N. 0°44'44" W. 182.88 feet) to the point of reverse curvature with a 225.00 foot radius curve to the left; thence Northerly 61.18 feet along the arc of said curve, concentric to said trail centerline, (chord bears N. 1°29'44" E. 60.99 feet) to a northerly boundary line of said entire tracts; thence N. 89°46'46" E. 13.20 feet along said northerly boundary line to an interior corner of said entire tracts; thence N. 18°42'18" W. 115.75 feet along a westerly boundary line of said entire tracts to a point 25.00 feet radially distant northwesterly from said trail centerline; thence Northeasterly 135.28 feet along the arc of a 110.00 foot radius curve to the right, concentric to said trail centerline (chord bears N. 38°28'24" E. 126.91 feet); thence N. 73°42'33" E. 0.31 feet along a line parallel with said trail centerline, to an easterly boundary line of said entire tracts; thence S. 18°42'18" E. 25.02 feet along said easterly boundary line to the point of beginning.

The above described temporary easement contains 94,036 square feet in area, more or less

**Less and excepting from the above described temporary easement, the following described perpetual easement:**

A perpetual easement being part of two entire tracts of land located in the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian. Said perpetual easement is described as follows:

Beginning at the intersection of the centerline of the proposed Jordan River trail with an easterly boundary line of said entire tracts, which point is S. 0°07'34" E. 475.17 feet along the easterly line of said southwest quarter and S. 89°52'26" W. 60.34 feet and S. 73°54'18" W. 124.95 feet from the center of said Section 35; thence S. 18°42'18" E. 22.52 feet along said easterly boundary line; thence S. 73°42'33" W. 2.31 feet to a point of tangency with a 62.50 foot radius curve to the left; thence Southwesterly 8.15 feet along the arc of said curve (chord bears S. 69°58'22" W. 8.15 feet); thence N. 23°45'53" W. 12.50 feet to a point 10.00 feet radially distant southeasterly from said trail centerline; thence Southerly along a line 10.00 feet radially distant easterly and concentric to said trail centerline the following six (6) courses: (1) Southwesterly 116.14 feet along the arc of a 75.00 foot radius curve to the left (chord bears S. 21°52'30" W. 104.87 feet) to the point of reverse curvature with a 260.00 foot radius curve to the right; (2) Southerly 144.17 feet along the arc of said curve (chord bears S. 6°36'04" E. 142.33 feet) to the point of reverse curvature with a 490.00 foot radius curve to the left; (3) Southerly 360.48 feet along the arc of said curve (chord bears S. 11°47'25" E. 352.40 feet) to the point of reverse curvature with a 1310.00 foot radius curve to the right; (4) Southeasterly 678.66 feet along the arc of said curve (chord bears S. 18°01'27" E. 671.10 feet) to the point of reverse curvature with a 445.00 foot radius curve to the left; (5) Southeasterly 431.54 feet along the arc of said curve (chord bears S. 30°57'50" E. 414.83 feet) to the point of reverse curvature with a 570.00 foot radius curve to the right; (6) Southeasterly 128.45 feet along the arc of said curve (chord bears S. 52°17'21" E. 128.18 feet) to an easterly boundary line of said entire tracts; thence S. 18°42'18" E. 47.42 feet along said easterly boundary line to a point 10.00 feet radially distant southwesterly from said trail centerline; thence northerly along a line 10.00 feet radially distant westerly and concentric to said trail centerline the following five (5) courses: (1) Northwesterly 166.19 feet along the arc of a 550.00 foot radius curve to the left (chord bears N. 50°05'20" W. 165.56 feet) to the point of reverse curvature with a 465.00 foot radius curve to the right; (2) Northwesterly 450.93 feet along the arc of said curve (chord bears N. 30°57'50" W. 433.47 feet) to the point of reverse curvature with a 1290.00 foot radius curve to the left; (3) Northwesterly 668.30 feet along the arc of said curve (chord bears N. 18°01'27" W. 660.85 feet) to the point of reverse curvature with a 510.00 foot radius curve to the right; (4) Northerly 375.19 feet along the arc of said curve (chord bears N. 11°47'25" W. 366.79 feet) to the point of reverse curvature with a 240.00 foot radius curve to the left; (5) Northerly 133.09 feet along the arc of said curve (chord bears N. 6°36'04" W. 131.39 feet) to the point of reverse curvature with a 150.00 foot radius curve to the right; thence Northeasterly 45.30 feet along the arc of said curve (chord bears N. 13°50'14" W. 45.12 feet) to the point of compound curvature with a 90.00 foot radius curve to the right; thence Northeasterly 123.93 feet along the arc of said curve (chord bears N. 34°15'43" E. 114.37 feet); thence N. 73°42'33" E. 4.61 feet along a line parallel with said trail centerline to an easterly boundary line of said entire tracts; thence S. 18°42'18" E. 22.52 feet along said easterly boundary line to the point of beginning.

The above described perpetual easement contains 39,707 square feet in area, more or less.

The balance of the above described temporary easement is 54,329 square feet in area or 1.247 acres, more or less

Basis of Bearing – S. 0°01'31" E. along the west line of the Southwest Quarter of Section 35, Township 2 South, Range 1 West, Salt Lake Base & Meridian.

Exhibit C  
(Trail Planning and Construction Drawings and Specifications)