

RECORDED

APR 25 2017

CITY RECORDER

TRAIL AGREEMENT

(Jordan and Salt Lake City Canal Trail in Murray City)

THIS AGREEMENT is made and entered into as of _____, 2017 by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter ("City"), and Murray City Corporation, a body corporate and politic of the State of Utah ("Murray").

WITNESSETH:

WHEREAS, City is the owner of certain real property which is located in Murray City, Salt Lake County, State of Utah, that contains the Jordan and Salt Lake Canal ("Canal"); and

WHEREAS, Murray is desirous of entering into this Trail Agreement ("Agreement") with the City for using part of the said property for the installation of a trail by installing above-ground improvements and trail surface for recreational use ("Facilities") which is identified on the attached map (Exhibit "A"); and

WHEREAS, City is willing to enter into this Agreement for such use; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. For the sum of one thousand dollars (\$1,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, City hereby grants permission and a license to Murray to use and maintain Facilities within the premises identified in Exhibit "A", attached hereto and by this reference made a part hereof ("Premises"). The Premises is located in Salt Lake County, State of Utah and includes an area for use under the Temporary Construction Permit that will be reduced in size once the construction is completed to the boundary described under the heading "Trail Description". The Trail Permit and Temporary Construction Permit are SUBJECT TO the following additional conditions:

2. The construction of the Facilities shall take place within the boundary described in Exhibit "A" under the heading "Temporary Construction Description". The Temporary Construction Permit is not intended for large or heavy equipment use. Murray will require its contractor to submit a list of equipment to the City for approval in advance of construction. Murray will not allow any overnight parking of vehicles, storing or staging of vehicles or non-approved materials on the Premises except in areas designated by the City. The Temporary Construction Permit shall continue only until project construction is complete, or three years from the date of this Permit, whichever occurs first.

3. Prior to any work commencing for the installation of the Facilities, Murray's plans, specifications and timetable for installation of said Facilities shall be submitted to and must be approved by the City's Director of Public Utilities ("Director"). Murray will make any changes in

such plans, specifications or timetable as and when requested by the Director.

4. City is dependent on the Canal to deliver the irrigation water necessary to meet the City's obligations on numerous exchange agreements. Murray agrees and warrants that its trail activities on the Canal will not interfere with the flow of water through the Canal. In the event the City determines that the Murray's trail activities on the Premises interfere with the flow of water through the Canal, the City shall send written notice to Murray of the City's determination and the reasons therefore to: Murray City, 4646 South 500 West, attention: Director of Public Services, Murray, Utah, 84107 or via email to Doug Hill – dhill@murray.utah.gov. Upon receipt of such notice, the Murray shall take all necessary steps to assure its trail activities are not obstructing the flow of water through the Canal. Murray and the City agree to meet and confer to determine if modifications to the Facilities can be made that will allow all or a portion of the Facilities to remain in place and not interfere with the unobstructed flow of water in the canal. If it is determined that any portion of the Facilities must be removed for water to flow unobstructed in the Canal, Murray shall remove such portion of the Facilities and the closing down process described in Section 8 shall be initiated, unless Murray provides written notice to the City that it intends to continue to be obligated under this Agreement.

5. Murray agrees not to erect any other structure other than said Facilities or make any other improvements on the said Premises without prior written consent by the City. Murray agrees to perform all such installation pursuant to all applicable federal laws or regulations, local ordinances, Salt Lake County and Utah State law. Installation and maintenance of the Facilities on the Premises shall be at Murray's sole expense.

6. Any maintenance work, other than routine maintenance, conducted by Murray upon the Premises shall be as approved by the City, including any vegetation control such as mowing. Murray shall not use any herbicides, insecticides or other chemicals on the site for vegetation or insect/pest control or any other purposes without the expressed written consent of the City in accordance with an approved management plan to prevent any impacts to the public, environment, or water quality.

7. Murray agrees that at all times this Agreement shall be subject to any use of the Premises the City may desire, and City shall not be liable to Murray for any loss of use or damage to Murray's Facilities resulting from such use. In case of emergencies, the City shall have unrestricted access to the Premises at all times.

8. Once the closing down process is initiated for this Agreement, Murray and the City will work to determine if any portion of the Facilities should remain after termination. At the request of the City, Murray shall remove all above-ground portions of the Facilities. The City will allow the trail surface installed by Murray to remain in place after termination, however, the City shall have no responsibility for trail surface maintenance and may remove such trail surface if it determines that it is not in its best interest to allow all or a portion of the trail surface to remain. Murray will, at its sole expense, restore the surface of any land disturbed by Murray, its agents',

employees', or invitees' within said Premises as nearly as possible to its original condition, subject to the City's agreement to allow certain portions of the Facilities to remain in place as described in this Section. If said damage is not properly repaired or restored as described in this Section and Murray fails to effect said restoration within a reasonable period of time, to be determined by City, after receipt of written notice from City, the City may restore or have the surface and/or damage repaired at the at the entire expense of Murray. Upon completion of the closing down process, this Agreement shall be terminated.

9. This Agreement is subject to revocation by the City for any reason and at any time on or after the "Revocation Date", which shall be set by written notice sent to Murray at the Murray's above stated address and is no less than least sixty (60) days after the date of the notice. As soon as practicable after the notice is provided, the City agrees to meet and confer with Murray regarding the City's decision to revoke the Agreement and determine if concerns can be resolved that would avoid the revocation of the Agreement. If the Revocation Date passes without a mutual decision to allow the Agreement to continue, the closing down process described in Section 8 above will be initiated.

10. Both parties are governmental entities under the Governmental Immunity Act, Title 63, Chapter 30d, Utah Code Ann. (2005), therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

11. Murray shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents and representatives, from and against any and all losses, expenses, costs, damages and liabilities imposed or claimed to be imposed upon the City, its officers, directors, employees, agents and representatives, for bodily injuries including death, or for damage to property, real or personal, sustained by any person, including, without limitation, employees of Murray, employees of the City or third parties, or for environmental liabilities, and if such bodily injuries, death or damage to property arise or are claimed to arise in whole or in part out of negligence or any other grounds for legal liability (including violation of any duty imposed by statute, ordinance or regulation) of Murray, which result from, arise out of or are otherwise attributable to any activities on or in connection with use of the Facilities. Provided, however, that this indemnification shall not extend to any losses, expenses, costs, claims, actions, demands, damages and liabilities to the extent that they are solely caused by, result from or are otherwise attributable to the negligence or willful misconduct of the City, its officers, directors, employees, agents, representatives and invitees. These covenants and promises shall survive termination of this Agreement by either Party.

12. The Agreement is not assignable.

13. With respect to the Agreement, the parties agree as follows:

- a. Murray hereby represents and affirms that the Facilities are included in and designated under the General Plan adopted by the Murray City Council pursuant to Section 10-9a-401 of the Utah Code.
- b. Murray, as the operator of the Facilities, hereby agrees to keep the Facilities open to the public at all times, subject only to reasonable closures in connection with maintenance or repair activities, and to rules or regulations adopted and imposed by Murray relating to recreational property.
- c. Murray agrees to operate and maintain the Facilities, during the term of this Agreement in accordance with generally accepted standards for the operation and maintenance of Murray's similar facilities.
- d. Murray understands that the City has, as the owner of the Premises, at a minimum, the same level of immunity from suit as does Murray in connection with or resulting from use of the Facilities.

13. This Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year herein first above written.

SALT LAKE CITY CORPORATION

By 
PUBLIC UTILITIES DIRECTOR



RECORDED
APR 25 2017
CITY RECORDER

ATTEST AND COUNTERSIGNED:


CITY RECORDER

APPROVED TO FORM:


DEPUTY CITY ATTORNEY

MURRAY CITY

By Tim Tegen
Its Mayor Pro Tem

ATTEST AND COUNTERSIGNED:

Jennifer Kennedy
Jennifer Kennedy, Murray City Recorder



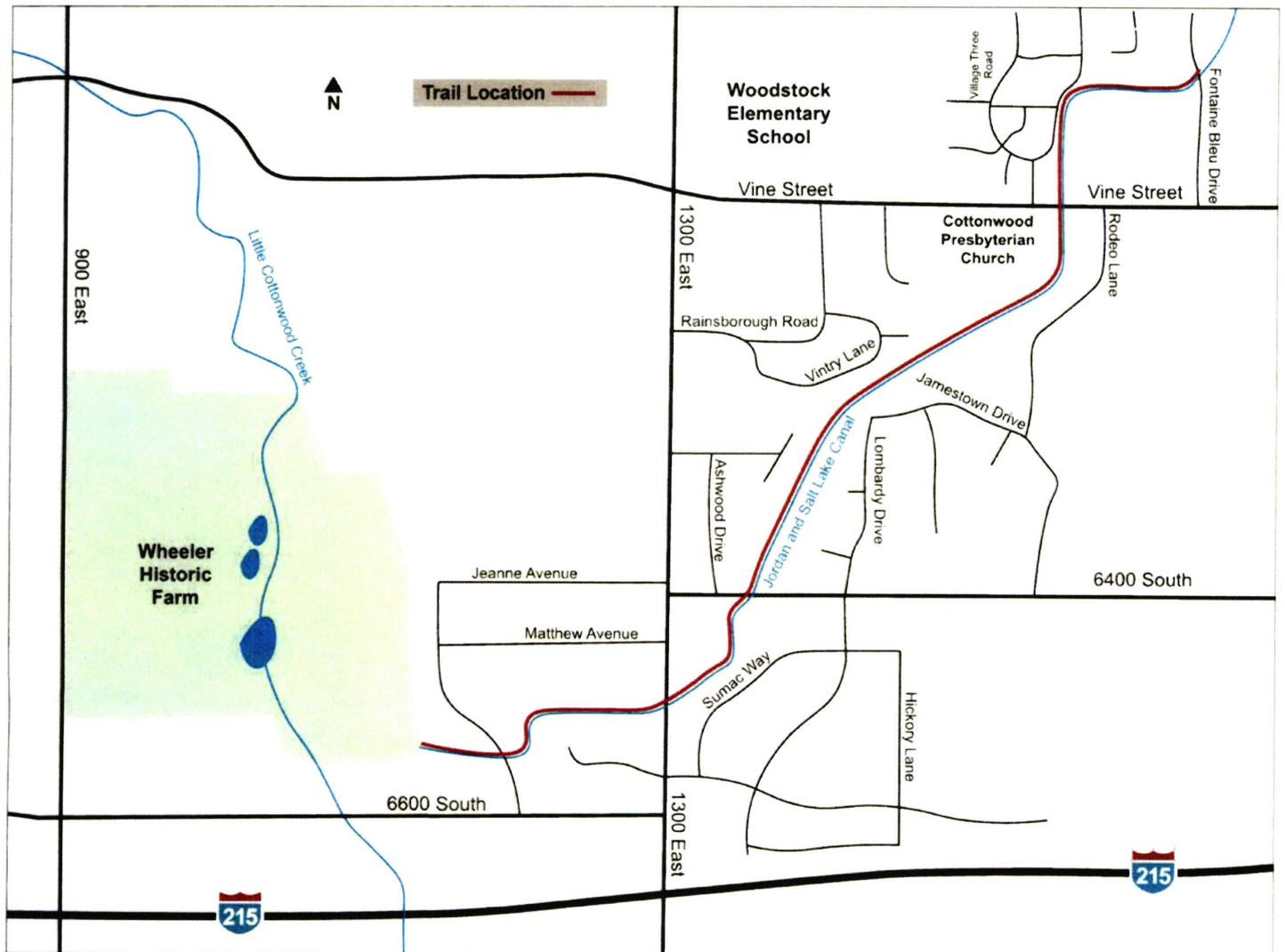
APPROVED TO FORM AND LEGALITY:

Frank M. Nakamura
Frank M. Nakamura, Murray City Attorney

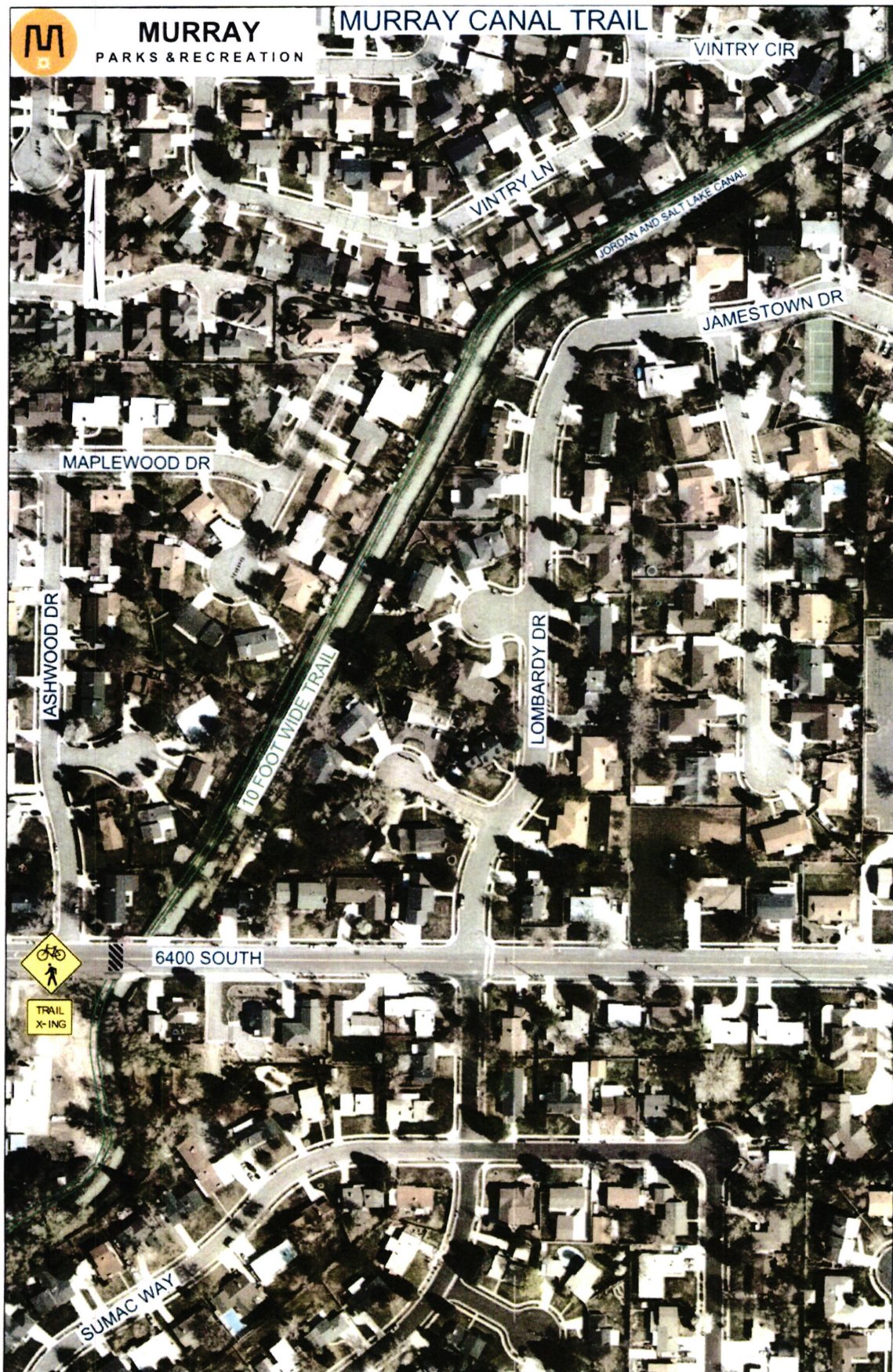
Approved as to the availability of funds
Murray City Finance Division

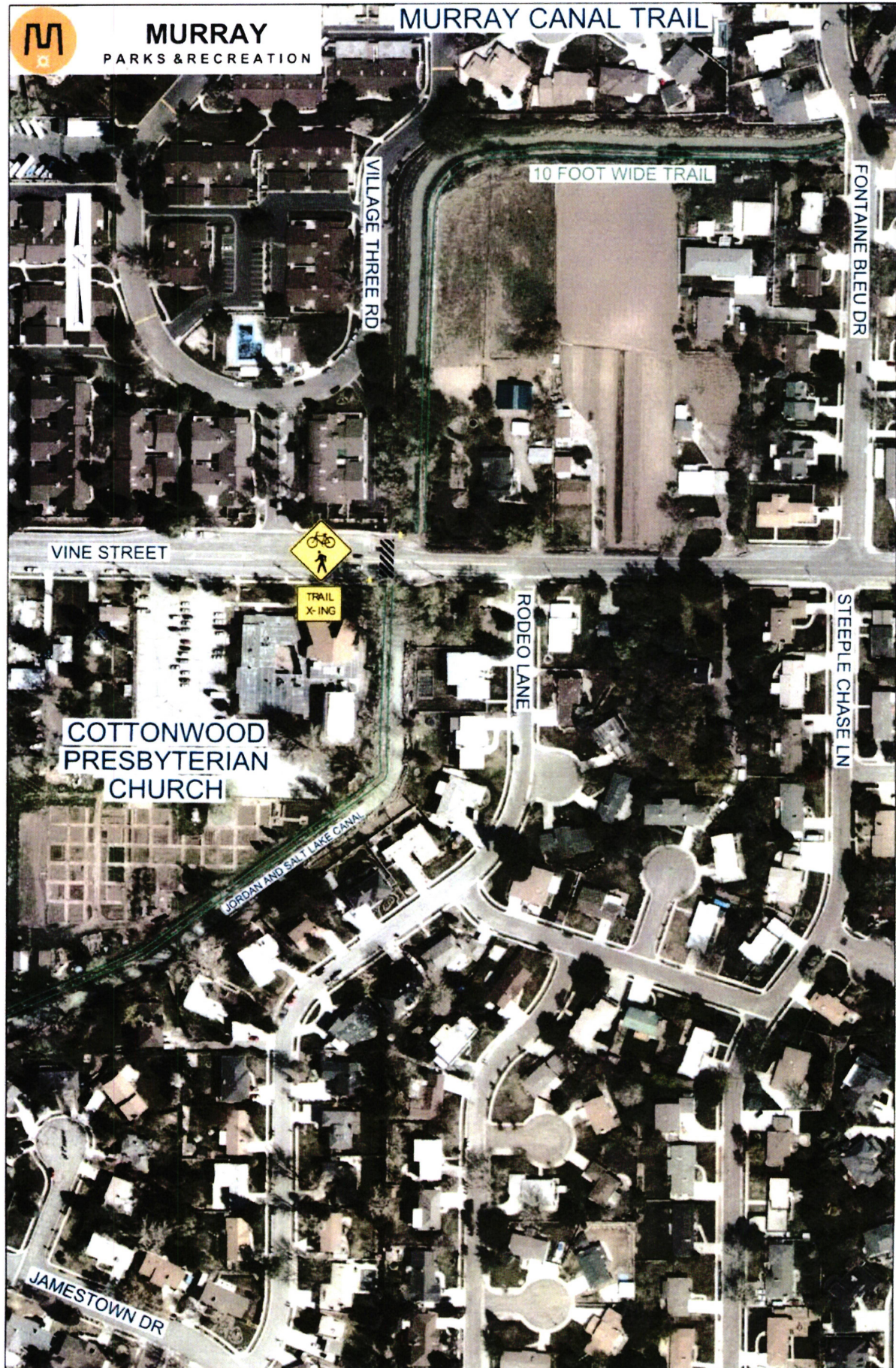
Budget Officer

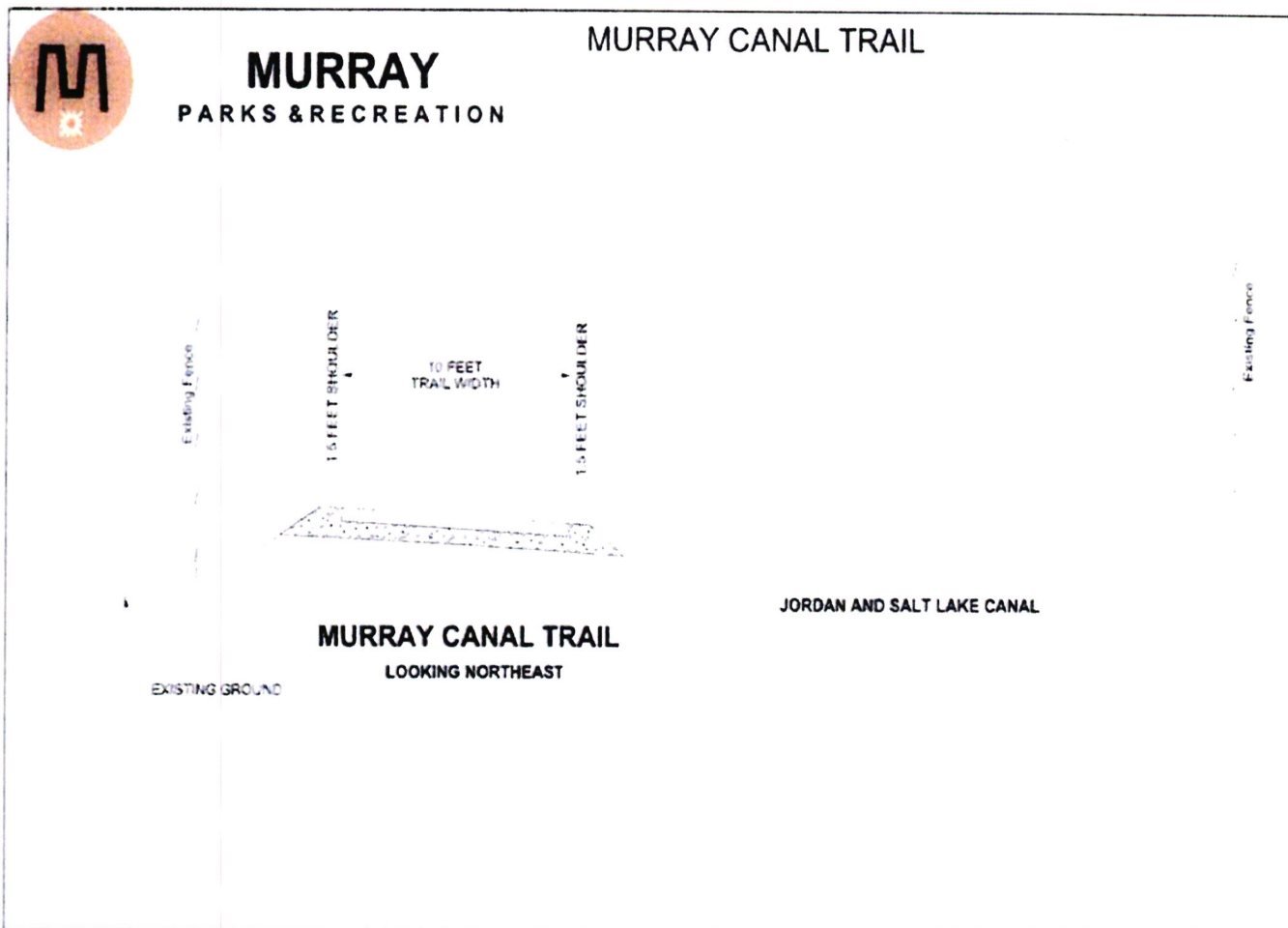
EXHIBIT "A"











JACQUELINE M. BISKUPSKI
Mayor



DEPARTMENT OF
PUBLIC UTILITIES

April 24, 2017

Cindi Mansell
City Recorder
City/County Building
451 South State Street

RECORDED
APR 25 2017
CITY RECORDER

Dear Ms. Mansell:

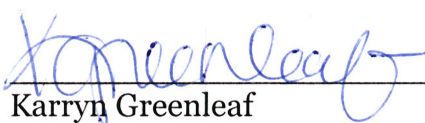
Re: Trail Agreement – Jordan and Salt Lake City Canal between Fontaine Bleu Drive
and Wheel Historic Farm

Please find enclosed two original documents for the above-mentioned Agreement
between Murray City Corporation and Salt Lake City.

The Agreement has been signed by the Director and I recommend that it be executed by
you in behalf of Salt Lake City Corporation. Please return an executed copy to me at
karryn.greenleaf@slcgov.com for further processing.

Thank you for your assistance.

Sincerely,


Karryn Greenleaf
Water Rights and Property Agent

/kg
enclosure(s)

Cc: file

CONTRACT ROUTING FORM

REQUESTING DEPARTMENT/DIVISION	DATE
Public Utilities	April 24, 2017
DEPARTMENTAL CONTACT	PHONE
Karryn Greenleaf	483-6769
CONTRACTING PARTY:	REF #
Murray City Corporation	
SUBJECT: Jordan and Salt Lake City Canal between Fontaine Bleu Drive and Wheel Historic Farm	

Number of Copies <u>2</u>	Insurance Required	Yes	No
Expected Completion <u>04/017</u>	Insurance Attached	☒	☐
		☐	☒

RECORDER	RECORDED APR 25 2017 CITY RECORDER	RECEIVED APR 25 2017 CITY RECORDER
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FINANCE

Contract Number	
Vendor Number	
Account Number	
Funds Available	
Funds Not Needed	X

ATTORNEY

Approved as to Form

Date 4/24/17 By ERV

COPY DISTRIBUTION

Date _____ To 1 Records - original
1 Karryn 11 11