



Project No. S-R299 (261); SALT LAKE County  
Porter Rockwell (Bridge)  
Salt Lake County  
CID No. 72717 PIN 15670

WHEN RECORDED, MAIL TO:

Utah Department of Transportation  
Right-of-way, Fourth Floor  
Box 148420  
4501 South 2700 West  
Salt Lake City, Utah 84114-8420

UDOT Parcel # R299:207  
TAX ID. NO.

13706172  
07/01/2021 11:08 AM #0-00  
Book - 11200 Pg - 2423-2426  
RASHELLE HOBERG  
RECORDER, SALT LAKE COUNTY, UTAH

**PERPETUAL LICENSE AGREEMENT**

THIS PERPETUAL LICENSE AGREEMENT ("Agreement") by and between the Utah Department of Transportation, an agency of the State of Utah ("UDOT") and Salt Lake County, a body corporate and politic of the State of Utah ("County"), Each as party, ("Party") and together as parties, ("Parties").

**RECITALS**

UDOT is preparing engineering plans, specifications, and cost estimates to construct a project identified as Porter Rockwell (Bridge); S-R299(261) in Bluffdale, Salt Lake County, Utah ("Project").

The County has an easement allowing it the right to construct, operate and maintain a multi-use trail and all appurtenant facilities, over and through certain property located in Salt Lake County, Utah, ("Easement") which includes an area to be utilized by UDOT for the Project. The Easement is recorded as Entry No. 11999971, in the office of the Salt Lake County Recorder, State of Utah.

UDOT has requested the County release to UDOT that portion of the Easement that is located within the Project area in exchange for UDOT's execution and delivery of this Agreement.

The County is willing to release that portion of the Easement, which is located within the Project area upon the terms and conditions contained in this Agreement.

**AGREEMENT**

NOW THEREFORE, the parties agree as follows:

1. The recitals set forth above are hereby incorporated by reference into the terms of this Agreement.
2. UDOT hereby licenses the County, its successors and assigns, the right to access, operate, maintain, repair, alter, enlarge, inspect, relocate, loop and replace the 20-ft multi-use trail and all appurtenant facilities identified as the Jordan River Trail ("Facilities"), across/within the highway right-of-way owned by UDOT at the location as constructed by, and at the sole expense of, UDOT. The legal description of this area is attached hereto as

UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: NONE WARDLE  
SLC UT 84114-8420  
BY: ZHA, DEPUTY - W/ 14 P.



Exhibit A and a map depicting this area is attached hereto as Exhibit B. This is a perpetual license. UDOT will maintain a box culvert or bridge structure as applicable and the County will pay for ongoing lighting costs and maintain the multi-use trail, including cleaning the trail through the box culvert or under the bridge structure (if applicable).

3. In exchange for the license to operate its Facilities, that portion of the Easement owned by the County, which is located within the highway right-of-way, will be released to UDOT by the County, by recording a Relinquishment of Easement in substantially the same form as the document attached hereto as Exhibit C.
4. UDOT will reimburse the County 100% of the construction costs of any future relocation the County's Facilities described in this Agreement as may be required by UDOT for the use, improvement, construction or operation of the state highway.
5. Except for ordinary operation and maintenance, without accessing their Facilities from the state highway, or in cases of emergency, access to Facilities within the UDOT right-of-way from the state highway shall be allowed only by a permit issued by UDOT to the County.
6. This Agreement may only terminate in the event the County discontinues use of all of its Facilities within the licensed area described herein for a period of 3 years. UDOT may contact the County in writing at the end of the 3-year period to confirm the Facilities have been discontinued. The County will have 30 days to respond to UDOT to confirm the discontinuation of the Facilities before this agreement terminates. If the County does not respond within 30 days or the County confirms the discontinued use, the Agreement will terminate.
7. This Agreement is subject to allowing the Jordan Valley Water Conservancy District all the rights described in existing Pipeline and Trail Easement Agreement between the County and District dated February 24, 2015.
8. This Agreement may not be assigned without the written consent of UDOT.
9. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
10. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
11. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.
12. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and County.



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13. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects.
14. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
15. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
16. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
17. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
18. UDOT and the County are both governmental entities subject to the Utah Governmental Immunity Act. Each Party agrees to indemnify, defend and save harmless the other Party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.



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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly-authorized representatives. The date of this Agreement is the date this Agreement is signed by the last Party.

**UTAH DEPARTMENT OF TRANSPORTATION**

By: *Charles A. Stormont*  
Right-of-Way Director

Date: 5/26/2021

**UDOT ACKNOWLEDGEMENT**

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

On the 26 day of May, 2021, personally appeared before me Charles A. Stormont who being by me duly sworn, did say that he/she is the Right-of-Way Director of the Utah Department of Transportation, an agency of the state of Utah and the instrument was signed on behalf of UDOT.

*Krissey Platt*  
Notary Public





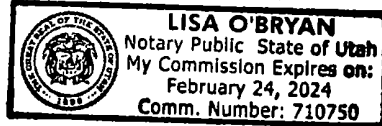
Project No. S-R299 (261); SALT LAKE County  
Porter Rockwell (Bridge)  
Salt Lake County  
CID No. 72717 PIN 15670

SALT LAKE COUNTY

By: [Signature]

Mayor or Designee

STATE OF UTAH )  
 ) SS.  
COUNTY OF SALT LAKE )



On this 18 day of May, 2024, personally appeared before me Darwin Casper, who being by me duly sworn, did say that he/she is the Deputy Mayor of Finance, of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County

**APPROVED AS TO FORM**  
Salt Lake County  
District Attorney's Office  
Digitally signed by R. Christopher Preston  
Date: 2021.05.17 10:27:25 -06'00'

**EXHIBIT A  
LICENSE DESCRIPTION**

## Exhibit "A"

Description of that licensed area required for the construction of Trail Facilities, situate in Government Lot 1 and 2 of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian, to wit:

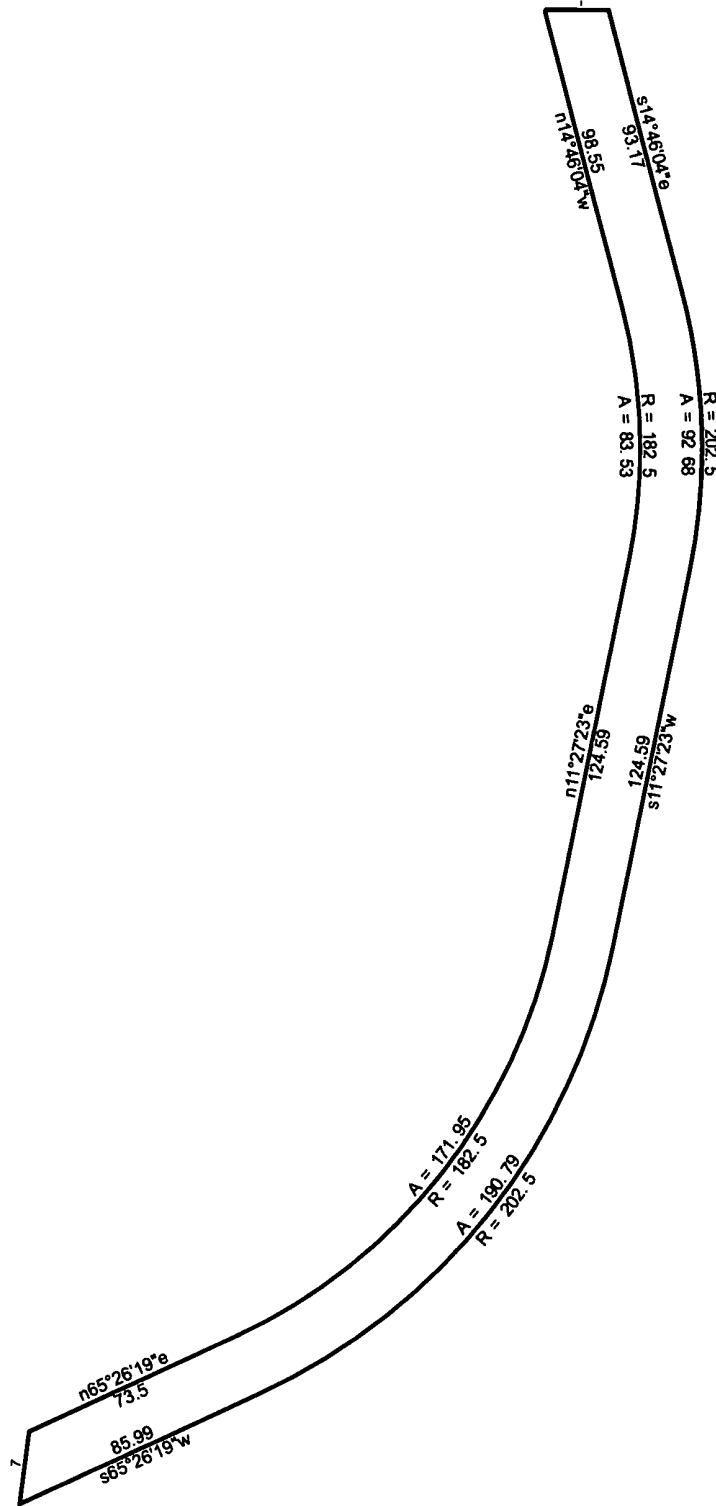
Beginning at a point in a northerly highway right of way line of Porter Rockwell Blvd; which point is 1314.74 feet S.89°43'00"E. along said Section line from the North Quarter Corner of said Section 22; and running thence S.89°43'00"E. 20.71 feet; thence S.14°46'04"E. 93.17 feet to the point of curvature of a curve to the right with a radius of 202.50 feet; thence southerly along said curve with an arc length of 92.68 feet, chord bears S.01°39'20"E. 91.88 feet; thence S.11°27'23"W. 124.59 feet to the point of curvature of a curve to the right with a radius of 202.50 feet; thence southwesterly along said curve with an arc length of 190.79 feet, chord bears S.38°26'51"W. 183.81 feet; thence S.65°26'19"W. 85.99 feet to a point in a southerly highway right of way line of said Porter Rockwell Blvd; thence N.07°25'26"E. 23.58 feet along said southerly highway right of way line; thence N.65°26'19"E. 73.50 feet to the point of curvature of a curve to the left with a radius of 182.50 feet; thence northeasterly along said curve with an arc length of 171.95 feet, chord bears N.38°26'51"E. 165.66 feet; thence N.11°27'23"E. 124.59 feet to the point of curvature of a curve to the left with a radius of 182.50 feet; thence northerly along said curve with an arc length of 83.53 feet, chord bears N.01°39'20"W. 82.80 feet; thence N.14°46'04"W. 98.55 feet to the point of beginning.

The above described part of an entire tract contains 11,393 square feet in area or 0.261 acre.

Basis of Bearing is S.89°43'00"E between the North Quarter Corner and Northeast Corner of Section 22 T4.S, R1.W, SLB&M

**EXHIBIT B  
LICENSE MAP**





15670\_S-R299(261)\_SLC Trail Exhibit

1/21/2021

Scale: 1 inch= 58 feet

File: 15670\_S-R299(261)\_SLC trail exhibit.ndp

Tract 1: 0.2615 Acres (11393 Sq. Feet), Closure: s06.5325w 0.01 ft (1/140894), Perimeter=1184 ft.

- 01 s89.4300e 20.71
- 02 s14.4604e 93.17
- 03 Rt, r=202.50, arc=92.68, chord=s01.3920e 91.87
- 04 s11.2723w 124.59
- 05 Rt, r=202.50, arc=190.79, chord=s38.2651w 183.81
- 06 s65.2619w 85.99
- 07 n07.2526e 23.58
- 08 n65.2619e 73.5
- 09 Lt, r=182.50, arc=171.95, chord=n38.2651e 165.66
- 10 n11.2723e 124.59
- 11 Lt, r=182.50, arc=83.53, chord=n01.3920w 82.80
- 12 n14.4604w 98.55

**EXHIBIT C  
RELEASE OF EASEMENT**

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

WITH A COPY TO:  
Salt Lake County  
Real Estate, Third Floor  
2001 South State Street  
Salt Lake City, Utah 84114

## Relinquishment of Easement

Salt Lake County

Tax ID No. 33-22-200-034  
33-22-200-036  
PIN No. 15670  
Project No. S-R299(261)  
Parcel No. R299:206B:RE

Salt Lake County, a body corporate and politic of the state of Utah, hereby RELEASES AND RELINQUISHES to UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN(\$10.00) Dollars, and other good and valuable considerations, all rights, title and interest granted to Salt Lake County in and to a portion of a public trail easement (the "Easement") as described in a Pipeline and Trail Easement Agreement executed the 24th day of February, 2015, by Jordan Valley Water Conservancy District (the "Agreement"); said Agreement was recorded as Entry No. 11999971 in Book No. 10299 at Page No. 5816 in the office of the Salt Lake County Recorder; the portion of said Easement hereby released and reconveyed is over and upon the following two (2) described parcels of land in Salt Lake County, State of Utah, to wit:

Tax ID: 33-22-200-034

A partial release of the Easement described in the Agreement, said Easement being a part of that entire tract of land described as Parcel 2 in that Warranty Deed recorded 14 July, 2014 as Entry No. 11880282 in Book 0245, at Page 1551 in the Office of the Salt Lake County Recorder. Said Easement is located in the Northeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said partial release of easement is described as follows:

Beginning at a point in the northerly boundary line of said tract at a point 120.12 feet perpendicularly distant southerly from the right of way control line of said Project, opposite approximate Engineers Station

Continued on Page 2  
UDOT RW-10RUD (12-01-03)

120+53.11, which point is 951.13 feet S.89°43'00"E. along the Section line and 457.23 feet South from the North Quarter Corner of Section 22 Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence the following two (2) courses and distances along the northerly boundary line of said tract: (1) N.55°00'55"E. 65.50 feet to a point of non-tangent curve to the left with a radius of 1250.00 feet; (2) thence easterly along said curve with an arc length of 255.04 feet, chord bears N.75°03'29"E. 254.60 feet to the northeasterly corner of said entire tract at a point 101.00 feet perpendicularly distant southerly from the right of way control line of said Project, opposite Engineers Station 123+69.45; thence along the easterly and a southerly boundary line of said entire tract the following two (2) courses and distances: (1) S.20°21'46"W. 130.31 feet to a point 206.54 feet perpendicularly distant southerly from the right of way control line of said Project, opposite Engineers Station 122+93.04; (2) S.65°48'43"W. 69.41 feet; thence N.07°25'26"E. 101.05 feet; thence S.71°16'14"W. 215.47 feet to a point in the westerly boundary line of said entire tract at a point 135.91 feet perpendicularly distant southerly from the right of way control line of said Project, opposite Engineers Station 120+48.71; thence N.00°02'17"E. 16.38 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described partial release of easement contains 13,726 square feet in area or 0.308 acre.

Basis of Bearing is S.89°43'00"E between the North Quarter Corner and Northeast Corner of Section 22 T4.S, R1.W, SLB&M

ALSO:

Tax ID: 33-22-200-036

A partial release of the Easement described in the Agreement, said Easement being a part of that entire tract of land described in that Warranty Deed recorded 03 October, 2014 as Entry No. 11924471 in Book 10265, at Page 3975 in the Office of the Salt Lake County Recorder. Said Easement is located in the Northeast Quarter of Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said partial release of easement is described as follows:

Continued on Page 3  
UDOT RW-10RUD (12-01-03)

Beginning in the northerly boundary line of said entire tract at a point 236.00 feet perpendicularly distant northerly from the right of way control line of said Project, opposite approximate Engineers Station 124+73.35; which point is 1260.57 feet S.89°43'00"E. along the Section line from the North Quarter Corner of said Section 22; and running thence S.89°43'00"E. 37.20 feet along said northerly boundary line to the northeast corner of said entire tract at a point 225.85 feet perpendicularly distant northerly from the right of way control line of said Project, opposite Engineers Station 125+09.14; thence the following three (3) courses and distances along the easterly and southerly boundary line of said entire tract (1) S.13°41'17"E. 140.27 feet; (2) S.20°21'46"W. 141.48 feet; (3) S.62°42'09"W. 273.80 feet to the southwest corner of said entire tract at a point 84.72 feet perpendicularly distant southerly from the right of way control line of said Project, opposite Engineers Station 121+53.56; thence N.17°47'05"E. 194.15 feet along the westerly boundary line of said entire tract to a point 77.50 feet perpendicularly distant northerly from the right of way control line of said Project, opposite Engineers Station 122+60.26; thence N.74°27'23"E. 158.78 feet parallel with said control line to a point 77.50 feet perpendicularly distant northerly from the right of way control line of said Project, opposite Engineers Station 124+19.02; thence N.03°22'30"E. 167.55 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described partial release of easement contains 40,874 square feet in area or 0.938 acre.

The above described combined easements contain 54,600 square feet in area or 1.253 acres

Basis of Bearing is S.89°43'00"E between the North Quarter Corner and Northeast Corner of Section 22 T4.S, R1.W, SLB&M

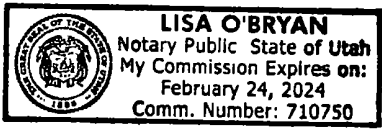
Nothing in this document shall be construed as releasing or terminating the rights of Salt Lake County to the Easement or portion thereof other than the portion specifically described herein.

IN WITNESS WHEREOF, Grantor has caused this Relinquishment of Easement to be signed by its duly authorized officer this 18 day of May, 2021.  
SALT LAKE COUNTY

By [Signature]  
Mayor or Designee

By [Signature]  
Salt Lake County Clerk

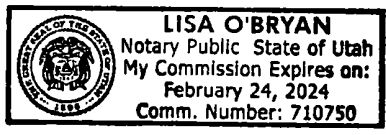
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )



On this 18 day of May, 2021, personally appeared before me Darren Casper, who being duly sworn, did say that s/he is the Deputy Mayor of Finance of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County

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



On this 18 day of May, 2021, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that she is the Clerk of Salt Lake County, and that the foregoing instrument was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

[Signature]  
NOTARY PUBLIC  
Residing in Salt Lake County