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WHEN RECORDED MAIL TO:
Draper City

7480747 No fee
10/04/1999 08:58 AM
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
UTAH ST-FAC.CONST.& MANAGEMENT
4110 STATE OFFICE BLDG
SLC UT 84114
BY: ZJM, DEPUTY - WI 4 P.

TRAIL EASEMENT AND CONTRACT

By and Between

THE STATE OF UTAH/DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT AND THE CITY OF DRAPER, UTAH

The STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT (DFCM), a division of the Department of Administrative Services, whose address is 4110 State Office Building in Salt Lake City, Utah, hereinafter GRANTOR, for the sum of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the CITY OF DRAPER, hereinafter GRANTEE, an easement to construct, maintain, operate, repair, inspect, protect, remove and replace a pedestrian and equestrian trail (hereinafter collectively called "Trails") for public access through and across certain lands of Grantor being located within the described property situated in the County of Salt Lake, State of Utah, to-wit:

PEDESTRIAN PATH:

DESCRIPTION OF A CENTERLINE OF A PEDESTRIAN PATH OVER STATE LANDS

BEGINNING AT A POINT N 00°33'47" E A DISTANCE OF 1724.02 FT FROM THE SOUTH QUARTER CORNER OF SECTION 2, T4S, R1W, SLB&M, WITH WIDTH OF 25 FT LT AND 12 FT RT PERPENDICULAR TO CENTERLINE, WITH AN ADDITIONAL 10 FT EACH SIDE OF CENTERLINE CONSTRUCTION EASEMENT; THENCE N 41°07'37" E A DISTANCE OF 64.29 FT TO A POINT; THENCE N 30°15'26" E A DISTANCE OF 110.04 FT TO A POINT; THENCE N 44°21'05" E A DISTANCE OF 147.89 FT TO A POINT; THENCE N 58°11'51" E A DISTANCE OF 158.64 FT TO A POINT; THENCE N 46°39'35" E A DISTANCE OF 102.70 FT TO A POINT; THENCE N 26°57'54" E A DISTANCE OF 22.11 FT TO A POINT; THENCE N 07°16'14" E A DISTANCE OF 93.64 FT TO A POINT; AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°48'19" AN ARC DISTANCE OF 14.78 FT A CHORD BEARING OF N 05°37'56" W A DISTANCE OF 14.65 FT TO A POINT; THENCE N 18°32'05" W A DISTANCE OF 20.26 FT TO A POINT; AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 113°32'46" AN ARC DISTANCE OF 65.02 FT A CHORD BEARING OF N 38°14'18" E A DISTANCE OF 54.89 FT TO A POINT; NOTE: CHANGING TO 12 FT RT AND 12 FT LT R-O-W, WITH AN ADDITIONAL 10 FT EACH SIDE OF CENTERLINE CONSTRUCTION EASEMENT PERPENDICULAR TO CENTERLINE; THENCE S 84°59'19" E A DISTANCE OF 60.89 FT TO A POINT; AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22°23'48" AN ARC DISTANCE OF 12.82 FT A CHORD BEARING OF S 73°47'25" E A DISTANCE OF 12.74 FT TO A POINT; THENCE S 62°35'31" E A DISTANCE OF 77.74 FT TO A POINT; AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 67°56'38" AN ARC DISTANCE OF 27.23 FT A CHORD BEARING OF N 83°26'10" E A DISTANCE OF 25.67 FT TO A POINT; THENCE N 49°27'51" E A DISTANCE OF 214.56 FT TO A POINT; THENCE N 44°30'11" E A DISTANCE OF 135.63 FT TO A POINT; THENCE N 35°44'41" E A DISTANCE OF 130.01 FT TO A POINT; THENCE N 28°21'30" E A DISTANCE OF 149.25 FT TO A POINT; THENCE N 46°21'04" E A DISTANCE OF 298.09 FT TO A POINT; THENCE N 57°50'37" E A DISTANCE OF 103.25 FT TO A POINT; AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°53'42" AN ARC DISTANCE OF 14.83 FT A CHORD BEARING OF N 44°53'46" E A DISTANCE OF 14.70 FT TO A POINT; THENCE N 31°56'55" E A DISTANCE OF 280.73 FT TO A POINT; THENCE N 10°12'29" E A DISTANCE OF 160.85 FT TO A POINT; THENCE N 00°09'16" W A DISTANCE OF 163.84 FT TO A POINT; THENCE N 08°39'37" E A DISTANCE OF 68.36 FT TO A POINT; THENCE N 18°29'10" E A DISTANCE OF 139.89 FT TO A POINT; THENCE N 41°34'04" E A DISTANCE OF 68.55 FT TO A POINT; THENCE N 26°59'16" E A DISTANCE OF 209.49 FT TO A POINT; NOTE: CHANGING TO 12 FT LT AND 25 FT RT, WITH AN ADDITIONAL 10 FT EACH SIDE OF CENTERLINE CONSTRUCTION EASEMENT, PERPENDICULAR TO CENTERLINE THENCE N 26°07'06" E A DISTANCE OF 429.86 FT TO A POINT; THENCE N 26°32'11" E A DISTANCE OF 135.94 FT TO A POINT; THENCE N 18°47'02" E A DISTANCE OF 148.53 FT TO A POINT; THENCE N 15°24'59" E A DISTANCE OF 339.83 FT TO A POINT; THENCE N 10°17'32" E A DISTANCE OF 127.47 FT TO A POINT; THENCE N 00°22'09" W A DISTANCE OF 117.82 FT TO

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A POINT; THENCE N 05°30'43" E A DISTANCE OF 158.07 FT TO A POINT; THENCE N 03°42'38" W A DISTANCE OF 114.58 FT TO A POINT; THENCE N 03°08'40" W A DISTANCE OF 111.09 FT TO A POINT; THENCE N 09°33'07" E A DISTANCE OF 115.03 FT TO A POINT; THENCE N 14°25'33" E A DISTANCE OF 71.47 FT TO A POINT; NOTE: CHANGING TO 12 FT RT AND 12 FT LT PERPENDICULAR TO CENTERLINE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38°47'14" AN ARC DISTANCE OF 15.55 FT A CHORD BEARING OF N 04°58'04" W A DISTANCE OF 15.25 FT TO A POINT; THENCE N 24°21'40" W A DISTANCE OF 47.56 FT TO A POINT; AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°49'20" AN ARC DISTANCE OF 13.96 FT A CHORD BEARING OF N 06°57'01" W A DISTANCE OF 13.74 FT TO A POINT; THENCE N 10°27'39" E A DISTANCE OF 109.31 FT TO A POINT; THENCE N 10°56'46" E A DISTANCE OF 120.98 FT TO A POINT; THENCE N 09°06'15" E A DISTANCE OF 127.84 FT TO A POINT; THENCE N 15°09'52" E A DISTANCE OF 123.38 FT TO A POINT; THENCE N 13°19'27" E A DISTANCE OF 120.76 FT TO A POINT; THENCE N 15°04'48" E A DISTANCE OF 121.00 FT TO A POINT; THENCE N 20°02'54" E A DISTANCE OF 118.90 FT TO A POINT; THENCE N 25°48'37" E A DISTANCE OF 125.76 FT TO A POINT; THENCE N 27°17'32" E A DISTANCE OF 122.69 FT TO A POINT; THENCE N 26°52'09" E A DISTANCE OF 119.98 FT TO A POINT; THENCE N 27°25'32" E A DISTANCE OF 122.74 FT TO A POINT; THENCE N 27°16'13" E A DISTANCE OF 120.57 FT TO A POINT; THENCE N 27°55'02" E A DISTANCE OF 133.76 FT TO A POINT; THENCE N 23°24'16" E A DISTANCE OF 122.10 FT TO A POINT; THENCE N 17°25'42" E A DISTANCE OF 123.88 FT TO A POINT; THENCE N 04°44'17" E A DISTANCE OF 134.02 FT TO A POINT; THENCE N 02°43'56" E A DISTANCE OF 122.69 FT TO A POINT; THENCE N 01°58'03" E A DISTANCE OF 127.20 FT TO A POINT; THENCE N 02°33'52" E A DISTANCE OF 109.51 FT TO A POINT; THENCE N 12°05'24" E A DISTANCE OF 88.35 FT TO A POINT; AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°49'01" AN ARC DISTANCE OF 13.64 FT A CHORD BEARING OF N 00°10'54" E A DISTANCE OF 13.54 FT TO A POINT; THENCE N 11°43'37" W A DISTANCE OF 74.57 FT TO A POINT; AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°46'11" AN ARC DISTANCE OF 15.90 FT A CHORD BEARING OF N 25°36'42" W A DISTANCE OF 15.75 FT TO A POINT; THENCE N 39°29'48" W A DISTANCE OF 114.82 FT TO A POINT; THENCE N 42°55'30" W A DISTANCE OF 122.44 FT TO A POINT; THENCE N 40°06'58" W A DISTANCE OF 124.84 FT TO A POINT; THENCE N 41°55'39" W A DISTANCE OF 16.70 FT TO A POINT; AND BEING S 11°46'33" E A DISTANCE OF 676.98 FT TO THE EAST QUARTER CORNER OF SECTION 35, T3S, R1W, SLB&M.

EQUESTRIAN PATH:

DESCRIPTION OF A CENTERLINE OF AN EQUESTRIAN PATH OVER STATE LANDS HAVING AN EASEMENT WIDTH OF 5 FEET EACH SIDE OF CENTERLINE WITH AN ADDITIONAL 10 FEET EACH SIDE OF CENTERLINE CONSTRUCTION EASEMENT, PERPENDICULAR TO CENTERLINE.

BEGINNING AT A POINT THENCE N 42°23'51" W A DISTANCE OF 759.10 FT FROM THE SOUTHEAST CORNER OF SECTION 35, T3S, R1W, SLB&M; THENCE N 14°25'33" E A DISTANCE OF 58.44 FT TO A POINT; THENCE N 10°27'39" E A DISTANCE OF 117.71 FT TO A POINT; THENCE N 10°56'46" E A DISTANCE OF 121.44 FT TO A POINT; THENCE N 09°06'15" E A DISTANCE OF 126.39 FT TO A POINT; THENCE N 15°09'52" E A DISTANCE OF 121.93 FT TO A POINT; THENCE N 13°19'27" E A DISTANCE OF 120.79 FT TO A POINT; THENCE N 15°04'48" E A DISTANCE OF 118.69 FT TO A POINT; THENCE N 20°02'54" E A DISTANCE OF 115.21 FT TO A POINT; THENCE N 25°48'37" E A DISTANCE OF 123.27 FT TO A POINT; THENCE N 27°17'32" E A DISTANCE OF 126.28 FT TO A POINT; THENCE N 26°52'09" E A DISTANCE OF 119.93 FT TO A POINT; THENCE N 27°25'32" E A DISTANCE OF 122.61 FT TO A POINT; THENCE N 27°16'13" E A DISTANCE OF 120.40 FT TO A POINT; THENCE N 27°55'02" E A DISTANCE OF 135.09 FT TO A POINT; THENCE N 23°24'16" E A DISTANCE OF 125.71 FT TO A POINT; THENCE N 17°25'42" E A DISTANCE OF 130.31 FT TO A POINT; THENCE N 04°44'17" E A DISTANCE OF 139.09 FT TO A POINT; THENCE N 02°43'56" E A DISTANCE OF 123.64 FT TO A POINT; THENCE N 01°58'03" E A DISTANCE OF 127.26 FT TO A POINT; THENCE N 02°33'52" E A DISTANCE OF 106.02 FT TO A POINT; THENCE N 12°05'24" E A DISTANCE OF 100.29 FT TO A POINT; THENCE N 11°43'37" W A DISTANCE OF 107.63 FT TO A POINT; THENCE N 39°29'48" W A DISTANCE OF 133.84 FT TO A POINT; THENCE N 42°55'30" W A DISTANCE OF 122.65 FT TO A POINT; THENCE N 40°06'58" W A DISTANCE OF 106.99 FT TO A POINT; AND BEING N 07°23'41" W A DISTANCE OF 668.33 FT FROM THE EAST QUARTER CORNER OF SAID SECTION 35.

TO HAVE AND TO HOLD the same unto said CITY OF DRAPER (Grantee), until the land is no longer used as a pedestrian and equestrian trail. Upon abandonment of the Trail for a period of Two years, the Trail shall automatically and immediately revert to the State of Utah. The Trail shall be used and maintained with the reasonable right of ingress and egress for use by the General Public as a pedestrian and equestrian trail. Grantee shall accept responsibility for use of the trail by the General Public. Grantee shall maintain, operate, repair, inspect, and protect the Trail through the term of this easement. Grantee shall post sign and maintain posting of signs on trail for the prevention of trespass by trail users to areas of Grantors land that are not a part of the easement. Grantor shall not build or construct, nor permit to be built or constructed, any building or other improvements over or across said Easement without written consent of Grantee.

Grantee shall construct, maintain and make any and all necessary trail construction in a workmanlike manner and at Grantee's sole cost and expense. The right is granted on condition that future work shall be done with care, and that all damages to the premises caused thereby shall be repaired by and at the expense of Grantee.

In further consideration for the grant of this easement, Grantee agrees to hold harmless, defend and indemnify

the State of Utah, and all its agencies, departments, divisions, officers, employees, volunteers and agents (indemnitees) from and against any and all claims, suits and costs, including attorneys' fees, for injury or damage of any kind, arising in whole or in part from use of the Trail, or trespass off the Trail including, but not limited to, construction, maintenance, operation, repair, inspection, protection, use, removal and replacing activities, except such as may result from the sole negligence of the indemnitees.

Said Easement shall include all rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purpose above described, including the right of ingress and egress to and from said strip of land; however, Grantor shall retain the full right, title, and possession of the property except for the limited Easement granted herein.

Grantor reserves the right to occupy and use said property for all purposes not inconsistent with the rights herein granted and shall retain the full right, title, and possession of the property except for the limited Easement granted herein.

The rights, conditions, and provisions of this Easement shall inure to the benefit of and be binding upon the the respective parties hereto notwithstanding any provision of the Trail Easement and Contract, the easement granted is only for those specified lands to the extent that DFCM has the authority and title to make such conveyance. No representation regarding DFCM or State ownership is made or intended by this Trail Easement and Contract.

IN WITNESS WHEREOF, the Utah Division of Facilities Construction and Management, has caused this instrument to be executed this 11 day of ~~July~~ ^{September} 1998.

STATE OF UTAH

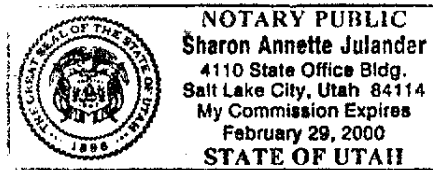
Richard E. Byfield, AIA, Director
Division of Facilities Construction and
Management

STATE OF UTAH)
 :§
COUNTY OF SALT LAKE)

On this 11 day of ~~July~~ ^{September} 1998, personally appeared before me Richard E. Byfield, being duly sworn, did say that he is the Director of the Division of Facilities Construction and Management, a division of the Department of Administrative Services of the State of Utah and that the foregoing instrument was signed on behalf of said agency by statutory authority, and that the aforesaid agency executed the same.

Sharon Annette Julander
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
2.29.2000



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ACCEPTED BY CITY OF DRAPER:

By: *Richard D. Alsop*
Richard D. Alsop
Mayor, Draper City

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 10 day of ^{*November*} ~~July~~, 1998, personally appeared before me Richard D. Alsop who, being duly sworn, did say that he is the Mayor of the City of Draper, State of Utah, and that the foregoing instrument was signed on behalf of said City by statutory authority, and that the aforesaid City executed the same.

NOTARY PUBLIC
NATHAN VICTOR NELSON
12441 SOUTH 900 EAST
DRAPER, UT 84020
My Commission Expires AUGUST 23, 1999
Utah

Nathan Victor Nelson
NOTARY PUBLIC

Residing at: *Midvale UT*