



SANDY CITY PARKS AND RECREATION

DAN MEDINA
PARKS AND RECREATION
DIRECTOR

MONICA ZOLTANSKI
MAYOR

SHANE PACE
CHIEF ADMINISTRATIVE OFFICER

To: Sandy City Council, Council Staff

Copy: Mayor Monica Zoltanski, Shane Pace, CAO

From: Dan Medina, Director of Parks & Recreation

Re: September 13, 2022 – Council meeting
Briefing Council on Forthcoming Interlocal Agreement with Salt Lake County

The purpose of this discussion is to inform the Council and the public about a proposed Interlocal Agreement between Sandy City and Salt Lake County. The Agreement is nearly complete and will come to the Council for approval soon, likely at an October Council meeting.

The County has funding and wants to make several improvements along Dimple Dell Park. The projects included in this Interlocal Agreement are as follows:

- 300 East Trail Head
- Lone Peak Park Trail Head
- Badger Cove Trail Head (Badger Cove is North of 106th South at 1635 East)

To accomplish these goals, we have been working cooperatively with the County to agree upon the terms of an Interlocal Agreement so that the County can complete these projects for the benefit of our citizens. The attached draft resolution gives a summary explanation of what transactions we anticipate will take place through this Agreement, if approved. All of the improvements will be installed at the County's expense, and in exchange, the City will be conveying certain real property interests, as explained in the draft resolution.

Currently, the County is working through the City's site plan review process, and we are in the process of providing a Permit to Enter & Construct for the County to enter our property at Badger Cove, subject to site plan approval, for work to proceed while the Interlocal Agreement is being finalized. We may also issue similar permits for 300 East Trail Head.

Although it is nearly complete, the Interlocal Agreement is a relatively complex agreement with numerous attachments, which is why the County has asked for Permits to Enter & Construct to begin construction soon, while it is still construction season. For example, as part of the draft Interlocal Agreement, the City will eventually convey fee title to part (but not all) of the City's two parcels at Badger Cove where the trailhead will be constructed, which will require subdivision approval, among other things.

Our next step, provided the Council has no major concerns, is to schedule the Council's consideration of the final Interlocal Agreement at an upcoming Council meeting. At that time, we will be seeking your formal approval, in conformance with the Interlocal Cooperation Act.

Attachments:

- Draft Resolution
- Draft Interlocal Agreement (less attachments)
- 300 East Trail Head Exhibit
- Lone Peak Park Trail Head Exhibit
- Badger Cove Trail Head Exhibit

RESOLUTION # _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SANDY CITY CORPORATION AND THE SALT LAKE COUNTY FOR DIMPLE DELL IMPROVEMENTS

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached agreement described as an interlocal agreement between Sandy City (Sandy) and the Salt Lake County (County) to provide for the following:
 - a. The City transferring to the County fee title to a portion of two City-owned parcels adjacent to Dimple Dell at approximately 1651 East Badger Cove (10600 South), on the condition that site approval and subdivision approval are both granted, in exchange for certain improvements, including a parking lot and trailhead, which will be constructed and maintained at the County's expense, all for the benefit of the public;
 - b. The City granting to the County an easement over a portion of Lone Peak Park in exchange for an easement over a portion of Dimple Dell Park (where Sandy City improvements already exist), so that, the County can construct and maintain a shared parking lot for the benefit of public, at the County's expense, and on the condition that site plan approval is granted; and,
 - c. The City vacating the City's right of way over the undeveloped portion of 300 East in exchange for the County constructing additional parking and a turnaround, at the County's expense, and for the County agreeing to either dedicate as a public right of way or convey to the City fee title (at the City's option) the portion of the parcel on which the turnaround will be constructed, if certain conditions are met.
2. The Hon. Monica Zoltanski, Mayor of Sandy City, has reviewed and approved the agreement and is hereby authorized to execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.

3. This Resolution is effective on this ____ day of _____, 2022.

DATED this ____ day of _____, 2022.

Zach Robinson, Chair
Sandy City Council

ATTEST:

City Recorder

RECORDED this ____ day of _____, 2022.

INTERLOCAL COOPERATION AGREEMENT
between
SALT LAKE COUNTY
and
SANDY CITY

THIS INTERLOCAL COOPERATION AGREEMENT (“*Agreement*”) is effective the _____ day of _____, 2022 (the “*Effective Date*”), by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “*County*”), and **SANDY CITY**, a Utah municipal corporation created under the laws of the State of Utah, (the “*City*”). County and City may be referred to herein individually 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 County owns several parcels of real property located in Sandy, Utah, known as Dimple Dell Park (“*Dimple Dell*”).

E. The City owns two parcels of land adjacent to Dimple Dell that are located at 1651 East Badger Cove (Parcel No. 28-16-326-005) and 1651 East Dimple Dell Road (Parcel No. 28-16-326-004). These two parcels together are hereby referred to in this Agreement to as “*Badger Cove*.”

F. The City owns a parcel of land adjacent to Dimple Dell that is located at 10140 South 700 East (Parcel No. 28-07-476-008) known as Lone Peak Park, referred to in this Agreement as the “*Lone Peak Park Property*.”

G. The portion of Dimple Dell that is adjacent to the Lone Peak Park Property is identified as Parcel No. 28-07-476-001 (“*Dimple Dell Parcel #1*”), which was acquired by the County using federal Land Water Conservation Funds.

H. A portion of Dimple Dell is located at the south end of the paved surface of 300 East Street is identified as Parcel No. 28-07-451-001 (“*Dimple Dell Parcel #2*”), which was also acquired by the County using federal Land Water Conservation Funds.

I. The County wants to acquire a portion of Badger Cove (the “*Badger Cove Property*”) from the City in order to construct a parking lot and trailhead that the public can use to access Dimple Dell. The City is willing to convey the Badger Cover Property to the County as provided herein if the County will construct the improvements on the Badger Cove Property at its expense and will maintain them.

J. The County wants to construct a parking lot on portions of the Lone Peak Park Property and Dimple Dell Parcel #1 that will benefit the public accessing both Lone Peak Park and Dimple Dell and would like to acquire an easement from the City for that purpose.

K. The City has already constructed improvements on portions of Dimple Dell Parcel #1 that benefit the Lone Peak Park Property and would like to acquire an easement from the County formally allowing these improvements.

L. The County has agreed to construct a turn around and additional parking on a portion of property owned by the City located at approximately 9980 South 300 East, also identified as Parcel No. 28-07-328-001 (the “300 East Property”) and a portion of Dimple Dell Parcel #2. The portion of the turn around constructed on Dimple Dell Parcel #2 is intended to become part of the public right of way (the “Turn Around Property”). The City has agreed to vacate its interest in the unimproved portion of 300 East that extends into Dimple Dell (the “Undeveloped Road”) if the County is able to facilitate an exchange so that the Turn Around Property can be conveyed to the City and dedicated as part of the public right of way.

M. In exchange for the City (i) conveying the Badger Cove Property to the County, (ii) granting an easement over the Lone Peak Park Property, and (iii) vacating the unimproved portion of 300 East that extends into Dimple Dell, the County will (iv) construct and maintain certain improvements on the Badger Cove Property, including a parking lot and trailhead, , (v) construct and maintain improvements including a parking lot adjacent to the Lone Peak Park Property, (vi) will grant an easement to the City on Dimple Dell Parcel #1 for the benefit of the users of Lone Peak Park, and (vii) will construct additional parking and a turn around at the end of 300 East as provided below. If the stated conditions below are met, a portion of Dimple Dell Parcel #2 will also be conveyed and dedicated to the City as provided herein after the turn around has been constructed.

N. In order to facilitate the exchange of these property interests and pursuant to the authority granted by the Act, the Parties mutually desire to enter into this Agreement, which sets forth the terms and conditions of their joint and cooperative action.

AGREEMENT

In consideration of the covenants and conditions of this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Conveyances & Construction of Improvements:**

(a) Badger Cove: The City shall convey and transfer the Badger Cove Property to the County by executing and delivering to the City a special warranty deed (the “*Badger Cove Property Deed*”) in substantially the form attached hereto as **Exhibit A-4** on the following conditions:

(i) Upon the terms and subject to the conditions and contingencies set forth herein, the City hereby agrees to convey the Badger Cove Property identified in **Exhibit A-1** to the County, free and clear of financial encumbrances and subject only to matters of record with the Salt Lake County Recorder’s Office.

(ii) The County shall complete the Site Plan Review Procedure established by Sandy City code and/or ordinance and, subject to obtaining site plan approval, shall construct the improvements anticipated by this Agreement in substantial conformance with **Exhibit A-2** (“*Badger Cove Improvements*”).

(iii) The County acknowledges that both parcels of Badger Cove must be subdivided to create the Badger Cove Property and dedicate the remaining portion of Badger Cove as public right-of-way before the City may execute and deliver the Badger Cove Property Deed to the County. The subdivision plat shall include a slope easement on the Badger Cove Property for the City benefitting the adjacent public right of way. As the owner of Badger Cove, the City shall grant the County all permissions necessary to apply for approval of the subdivision plat. The County shall begin the process of obtaining subdivision approval within thirty (30) days of obtaining site plan approval. Additionally, immediately after the County obtains site plan approval, the parties agree that they will enter a Permit to Enter and Construct (if they have not already done so), in the form attached hereto **Exhibit A-3**, pursuant to which the County may begin constructing the Badger Cove Improvements, regardless of whether the subdivision approval process is complete or the plat has been recorded, as further set forth in Exhibit A-3, which shall control.

(iv) The conveyance of the Badger Cove Property to the County after the subdivision plat is recorded shall include any and all improvements thereon, including the existing road.

(v) The County shall be responsible for constructing and maintaining the Badger Cove Improvements, including fencing, road improvements, and a trailhead. The Badger Cove improvements must be completed within two (2) years of the Effective Date of this Agreement. The City will not be responsible for snow removal once the construction on the Badger Cove Improvements begins. The County will be responsible for addressing snow removal (either on its own or in cooperation with any easement holders) and will comply with any existing easements, including but not limited to that certain Access Easement & Agreement in favor of Mark E. and Camile Trapp and that certain Substitute and Expanded Right-of-Way and Easement Agreement in favor of Questar Gas Company.

(b) Lone Peak Park Property: The County and the City shall exchange easements on the Lone Peak Park Property and Dimple Dell Parcel #1 as follows:

(i) The County shall grant an easement over Dimple Dell Parcel #1 for the City to construct and maintain a road and certain park improvements, including an irrigation line, sidewalks, fences and landscaping (the “*Dimple Dell Parcel #1 Easement*”). The Dimple Dell Parcel #1 Easement shall be in substantially the form attached hereto as **Exhibit B-1**.

(ii) The City shall grant the County an easement over the Lone Peak Park Property for the County to construct a parking lot that will benefit both Dimple Dell and the Lone Peak Park (the “*Lone Peak Park Easement*”). The Lone Peak Park Easement shall be in substantially the form attached hereto as **Exhibit B-2**.

(iii) The County shall complete the Site Plan Review Procedure established by Sandy City code/ordinance and, subject to site plan approval, shall construct and maintain the improvements anticipated by this Agreement in substantial conformance with **Exhibit B-3** (“*Lone Peak Park Improvements*”). The County shall maintain all improvements west of the back of curb and gutter, except for the cross walks, which will be installed by the County and maintained by the City, as depicted on Exhibit B-3 and as further set forth in the Lone Peak Park Easement (Exhibit B-2). The Lone Peak Park Improvements shall be completed within two (2) years of the Effective Date of this Agreement.

(c) 300 East: The County shall construct additional parking and a turn around at the end of 300 East as shown on **Exhibit C-1** (the “*300 East Improvements*”). Most of the 300 East Improvements will be constructed on the 300 East Property, which is owned by the City. The County shall complete the Site Plan Review Procedure established by Sandy City code/ordinance and, subject to site plan approval, the City shall grant a permit to the County to allow the County to enter upon the 300 East Property to construct the 300 East Improvements (if they have not already done so). A form of the Permit to Enter and Construct is attached hereto as **Exhibit C-2**. The remaining portion of the 300 East Improvements shall be constructed on a portion of the Dimple Dell Parcel #2. The 300 East Improvements shall be completed within two (2) years or as otherwise stated on Exhibit C-2, which shall control. The County shall grant a license to the City to use any portions of the 300 East Improvements that are located on the Turn Around Property (the “*Turn Around License*”). A form of the Turn Around License is attached hereto as **Exhibit C-3**, which shall be delivered to the City upon final completion of the 300 East Improvements. At that same time, the County shall also deliver the 300 East Improvements to the City, and the City shall then be responsible for all maintenance and repairs of the 300 East Improvements on the 300 East Property. The maintenance and repair obligations for the Turn Around Property are set forth in the Turn Around License. The County will convey the Turn Around Property to the City by executing and delivering to the City a special warranty deed (the “*Turn Around Property Deed*”) in substantially the form attached hereto as **Exhibit C-4**, if the conditions contained in this Section 1(c) are met.

(i) The County believes that it needs to identify replacement property for the Turn Around Property to comply with federal Land Water Conservation Funds requirements before it can convey the Turn Around Property to the City. The Parties agree that the Undeveloped Road extending into Dimple Dell may be proposed by the County as replacement property to comply with this requirement. The County will use its best efforts to obtain approval for the Undeveloped Road to be used as replacement property in

exchange for the Turn Around Property to comply with federal Land Water Conservation Funds requirements.

(ii) If the County provides the City with written documentation showing that it has obtained the necessary federal approvals for the exchange contemplated by this Agreement, then, within 180 days of receipt of such notification, the City shall petition the City Council to adopt an ordinance vacating the Undeveloped Road.

(iii) After the City notifies the County that the Undeveloped Road has been vacated, the County shall, within 180 days of such notification, do one of the following, at the City's option: (1) convey the Turn Around Property to the City via the Turn Around Property Deed free and clear of financial encumbrances and subject only to matters of record with the Salt Lake County Recorder's Office or (2) dedicate the Turn Around Property as a public right of way.

(iv) If the County is unable to convey the Turn Around Property to the City for any reason, then the Turn Around Property License will continue to govern, as further set forth therein.

Section 2. **Consideration.** The Parties hereby agree that the exchange of obligations identified in Section 1 constitutes full and adequate consideration for the interests that are exchanged herein between the County and the City. No other consideration shall be required for the exchange.

Section 3. **Transfer of Property Interests.**

(a). Badger Cove Property. Provided that all conditions identified herein are met for subsection 1(a) and no later than ninety (90) days after the County records the subdivision plat for Badger Cove (the "*Transfer Date*"), the City shall deliver the Badger Cove Property Deed to the County for recording. From the time that the County takes occupancy of the Badger Cove Property until the Transfer Date, the risk of loss associated with the Badger Cove Property shall be borne solely by the County, as further provided in the Permit to Enter and Construct (Exhibit A-3). Real property taxes and assessments relating to the Badger Cove Property, if any, shall be prorated as of the Transfer Date. Except as otherwise provided by this Agreement, each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees.

(b). Lone Peak Park Easements. The Parties shall sign, exchange, and record the Lone Peak Park Easement and Dimple Dell Parcel #1 Easement within ten (10) days of the Effective Date of this Agreement.

(c). Turn Around Property. Any conveyance of the Turn Around Property by the County to the City shall occur at a the time set forth in Section 1(c) if the conditions contained therein are met.

Section 4. **Title.** The City shall convey and warrant the Badger Cove Property to the County free and clear of any lien or encumbrance on that property that secures the payment of money, or that may be removed or satisfied by the payment of money, but not including the lien of taxes or assessments not yet due or payable as of the Transfer Date or any other items of record.

If the County is obligated to convey the Turn Around Property to the City under Section 1(c) of this Agreement, then, at the time set forth therein, the County shall convey and warrant the Turn Around Property free and clear of any lien or encumbrance on that property that secures the payment of money, or that may be removed or satisfied by the payment of money, but not including the lien of taxes or assessments not yet due or payable or any other items of record.

Section 5. **Disclosures**. No later than ten (10) calendar days after the Effective Date of this Agreement, the City will deliver to the County the following documents to the extent the same are in the City's possession or control: (a) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Badger Cove Property after the Transfer Date; and (b) copies of any environmental assessments, reports, site plans, or other documents in the City's possession or control related to Badger Cove.

Section 6. **"As Is" Exchange**.

(a) For purposes of this section, the conveying party ("*Grantor Party*") is the party that shall deliver or cause to be delivered to the receiving party ("*Grantee Party*") title to real property. As to the Badger Cove Property, the City is the Grantor Party and the County is the Grantee Party. As to the Turn Around Property, the County is the Grantor Party and the City is the Grantee Party.

(b) EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE APPLICABLE DEED, THE GRANTEE PARTY IS NOT RELYING, AND HAS NOT RELIED, ON ANY REPRESENTATION, GUARANTEE, WARRANTY OR ACTION OF THE GRANTOR PARTY RELATING TO THE PROPERTY BEING CONVEYED TO THE GRANTEE PARTY, AS APPLICABLE (HEREINAFTER, THE "**CONVEYED PROPERTY**"), AND THE GRANTEE PARTY IS TAKING THE CONVEYED PROPERTY BASED UPON THE GRANTEE PARTY'S OWN INVESTIGATION, INSPECTION, KNOWLEDGE, AND UNDERSTANDING OF THE CONVEYED PROPERTY. EACH GRANTEE PARTY ACKNOWLEDGES THAT IT HAS HAD ADEQUATE TIME AND OPPORTUNITY TO INVESTIGATE THE CONVEYED PROPERTY AS IT DEEMED NECESSARY AND/OR APPROPRIATE.

(c) EACH GRANTEE PARTY HEREBY ACCEPTS THE CONVEYED PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", AND, EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE DEED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND EACH GRANTOR PARTY DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY PREVIOUSLY GIVEN OR OFFERED TO THE GRANTEE PARTY, EXCEPT TO THE EXTENT SUCH REPRESENTATION OR WARRANTY IS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH GRANTOR PARTY PROVIDES NO WARRANTIES, REPRESENTATIONS OR ASSURANCES AS TO THE CONDITION OR MERCHANTABILITY OF THE CONVEYED PROPERTY, THE PROFITABILITY, DEVELOPABILITY, OR MARKETABILITY OF THE CONVEYED PROPERTY, THE ENVIRONMENTAL CONDITION OF THE CONVEYED PROPERTY, OR THE

CONFORMITY OF THE CONVEYED PROPERTY WITH ANY APPLICABLE LAWS, ORDINANCES, RULES, OR REGULATIONS.

Section 7. **Changes during Transaction.** Both Parties agree that after executing this Agreement they will not enter into any written contracts (including event contracts), agreements, amendments, encumbrances, or listings, or be a party to any oral understandings or agreements affecting the Parcels, which may become binding upon the other Party. In addition, both Parties agree that no changes to any existing leases shall be made (except as provided herein), no new leases entered into, and no alterations or improvements to the Parcels shall be made or undertaken without the written consent of the other Party.

Section 8. **Agency Disclosure.** By signing this Agreement, the County and the City each represent and warrant to the other party that it is not represented by a real estate broker and neither the County nor the City is obligated to pay any real estate commission in the transactions contemplated in this Agreement.

Section 9. **Duration and Termination.** This Agreement shall take effect upon the Effective Date and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the transfer of the Badger Cove Property, Exhibit A-4, and exchange of the Lone Peak Park Easement and Dimple Dell Parcel #1 Easement, Exhibits B-2 and B-1, respectively, shall be accomplished by the date set forth in Section 3 above. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 10. **Additional 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 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.

(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.

Section 11. **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 in 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, certified mail postage prepaid 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) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “*Immunity Act*”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable to the other 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 Immunity Act and all other applicable law, and 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 applicable to the Party 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) 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 Parcels and the subject matter in this document.

[Signatures on following page]

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its Mayor, or her designee; 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 her designee.

SALT LAKE COUNTY

By: _____
Mayor or Designee

SALT LAKE COUNTY DISTRICT ATTORNEY APPROVAL
Approved as to proper form and compliance with applicable law.

By: _____
R. Christopher Preston, Deputy District Attorney

SANDY CITY

By: _____
Mayor

Approved as to proper form and compliance with applicable law.

By: _____
Joelle S. Kesler, Senior Civil Attorney

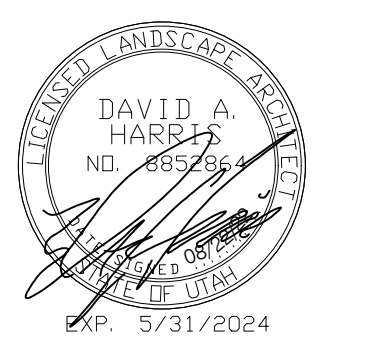


REFERENCE NOTES SCHEDULE

SYMBOL	METAL GATE DESCRIPTION	QTY	DETAIL
G-301	RELOCATE ACCESS GATE AND POSTS, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS		
SYMBOL	ROCK DESCRIPTION	QTY	DETAIL
K-101	DECORATIVE BOULDER 3'-4" CONTRACTOR TO PROVIDE	10	4/PP-201
K-102	RELOCATED BOULDER FROM EXISTING ON SITE	11	4/PP-201
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
LM-103	PARKING LOT STRIPING PER MUTCD STANDARDS AND SPECIFICATAIONS (SEE CIVIL)		
LM-105	TRAILHEAD KIOSK PROVIDED & INSTALLED BY OTHERS		
LM-106	"NO PARKING" SIGNAGE, PER MUTCD STANDARDS AND SPECIFICATIONS	5	
LM-107	"DEAD END" SIGNAGE, PER MUTCD STANDARDSAND SPECIFICATIONS	1	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
P-105	CURB & GUTTER (SEE SHEET C101)	676 LF	
P-106	MOW CURB, 6" GRAY CONCRETE	126 LF	3/PP-201
SYMBOL	SITE FURNISHINGS DESCRIPTION	QTY	DETAIL
S-101	RESIDENTIAL STREET LIGHT PER SANDY CITY STANDARDS		
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
	SHRUB & DECORATIVE ROCK AREA NATIVE & NATIVE ADAPTED PLANT MATERIAL W/ DRIP IRRIGATION	2,832 SF	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
	ASPHALT PAVING, PER CIVIL & GEOTECH REPORT	12,221 SF	
	BARK MULCH, 3" DEPTH, PROVIDED & INSTALLED BY OWNER	486 SF	
	CONCRETE SIDEWALK 4" NATURAL GRAY CONC. OVER SUBGRADE PER CIVIC & GEOTECH REPORT	761 SF	



Planning & Landscape Architecture
Phoenix | Salt Lake
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Contact:
Dave Harris, PLA
480.213.6534
dharris@epgllc.co
www.epgllc.design



Salt Lake County Parks and Recreation Division
2001 South State Street
Salt Lake City, Utah 84190
Owner's Contact Information:
Dustin Wiberg
Park Development
Project Manager
801.828.7865
dwiberg@slco.org



Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
www.bluestakes.org
1-800-462-4111

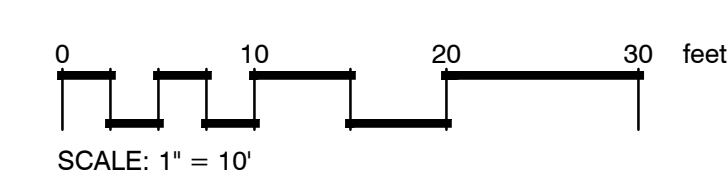
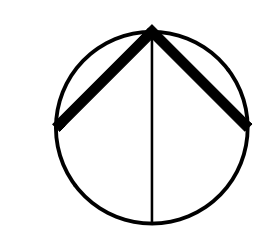
300 EAST TRAILHEAD
SOUTH OF DAVID CIRCLE AND 300 EAST
SANDY, UT 84070

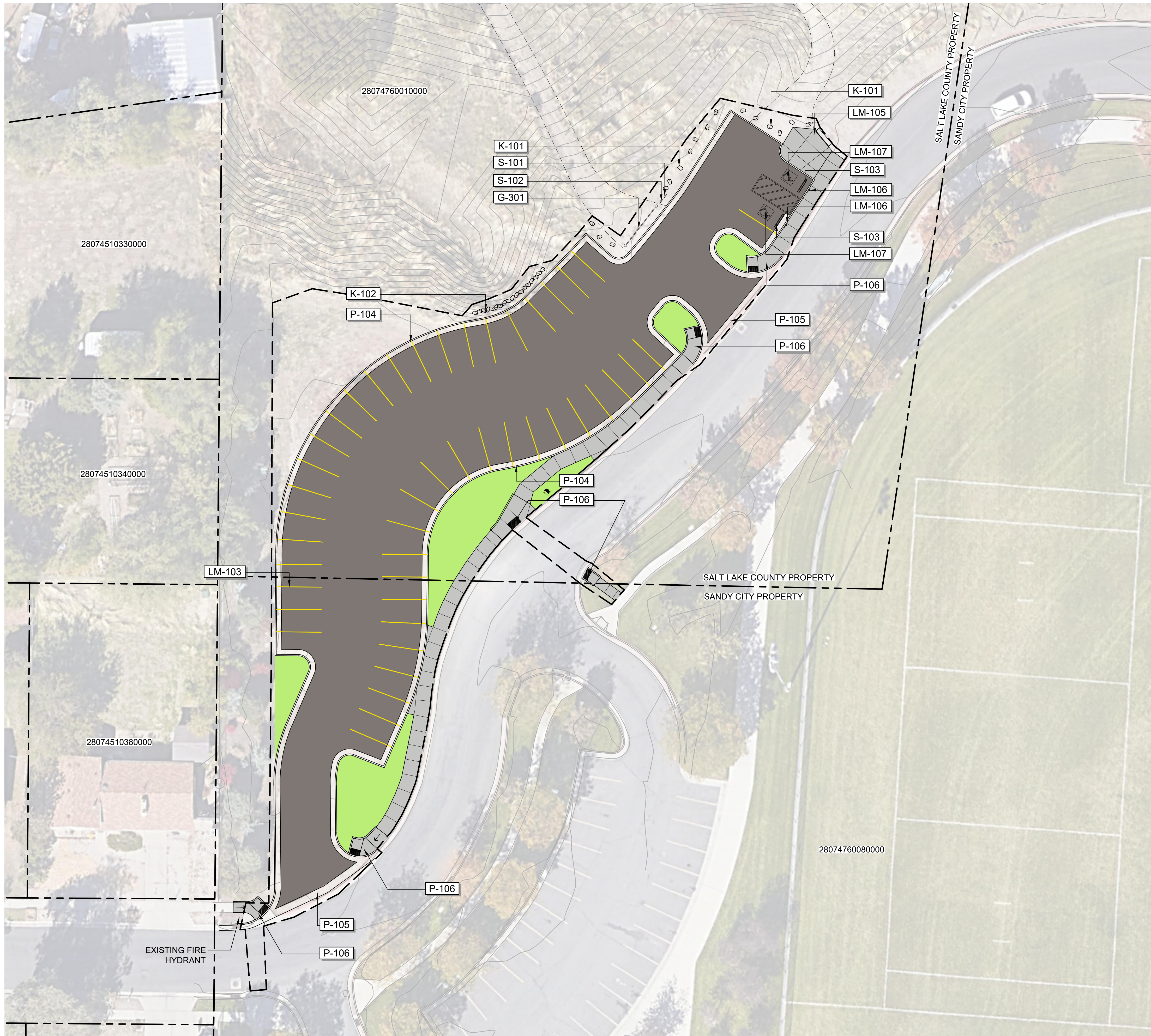
REV	DATE	DESCRIPTION

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ISSUE DATE: 08.22.2022
PROJ #: SLCTY0013_3E

Sheet Name:
LAYOUT & MATERIALS PLAN

Sheet Number:
LM101





REFERENCE NOTES SCHEDULE

SYMBOL	METAL GATE DESCRIPTION	QTY	DETAIL
G-301	RELOCATE FIRE ACCESS GATE & POSTS, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS.		
SYMBOL	ROCK DESCRIPTION	QTY	DETAIL
K-101	BOULDER, DECORATIVE GRAY 2'-3' - DELIVERED FROM BROWNS CANYON OR EQUAL	33/LM201	
K-102	RETAINING BOULDER WALL (SEE C-101)	33 LF	4/LM201
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
LM-103	PARKING LOT STRIPING PER MUTCD STANDARDS AND SPECIFICATIONS (SEE CIVIL)		
LM-105	TRAILHEAD KIOSK BY OTHERS		
LM-106	ADA PARKING SIGN POST	1/LM201	
LM-107	ADA PARKING STALL STRIPING	2/LM201	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
P-104	CURB & GUTTER (SEE C-101)	882 LF	
P-105	CONCRETE WATER WAY (SEE C-101)	107 LF	
P-106	PEDESTRAIN ADA RAMP (SEE C-101)		
SYMBOL	SITE FURNISHINGS DESCRIPTION	QTY	DETAIL
S-101	RELOCATE "NO PARKING IN FRONT OF FIRE GATE NEED 24 HOUR ACCESS AT ALL TIMES" SIGN, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS		
S-102	RELOCATE "FIRE ACCESS GATE" SIGN, INSTALL TO MATCH EXISTING INSTALLATION STANDARDS.		
S-103	PARKING WHEEL STOP, GREY CONCRETE, REUSE SALVAGED WHEEL STOP ON SITE		
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
(Green Box)	SHRUB AREA NATIVE & NATIVE ADAPTED PLANT MATERIAL W/ DRIP IRRIGATION	2,685 SF	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
(Dark Grey Box)	ASPHALT PAVING, PER CIVIL & GEOTECH REPORT	17,030 SF	
(Light Grey Box)	CONCRETE SIDEWALK 4" NATURAL GRAY CONC. SUBGRADE PER GEOTECH	2,300 SF	

epg design A TERRACON COMPANY
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 6949 S. High Tech Dr
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 480.213.6534
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Salt Lake County Parks and Recreation Division
 2001 South State Street
 Salt Lake City, Utah 84190
 Owner's Contact Information:
 Dustin Wiberg
 Park Development
 Project Manager
 801.828.7865
 dwiberg@slco.org



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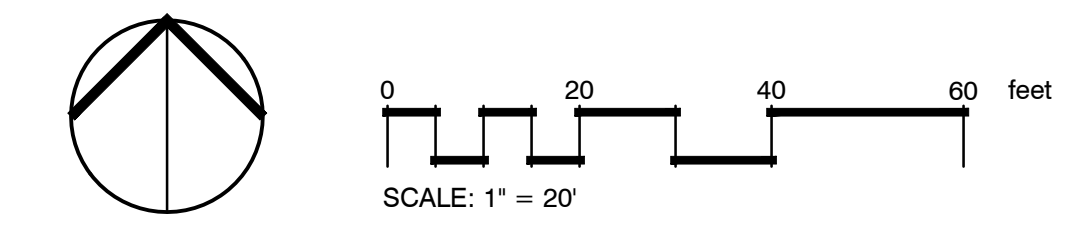
LONE PEAK TRAILHEAD
 10120 SOUTH AND 700 EAST
 SANDY, UT 84070

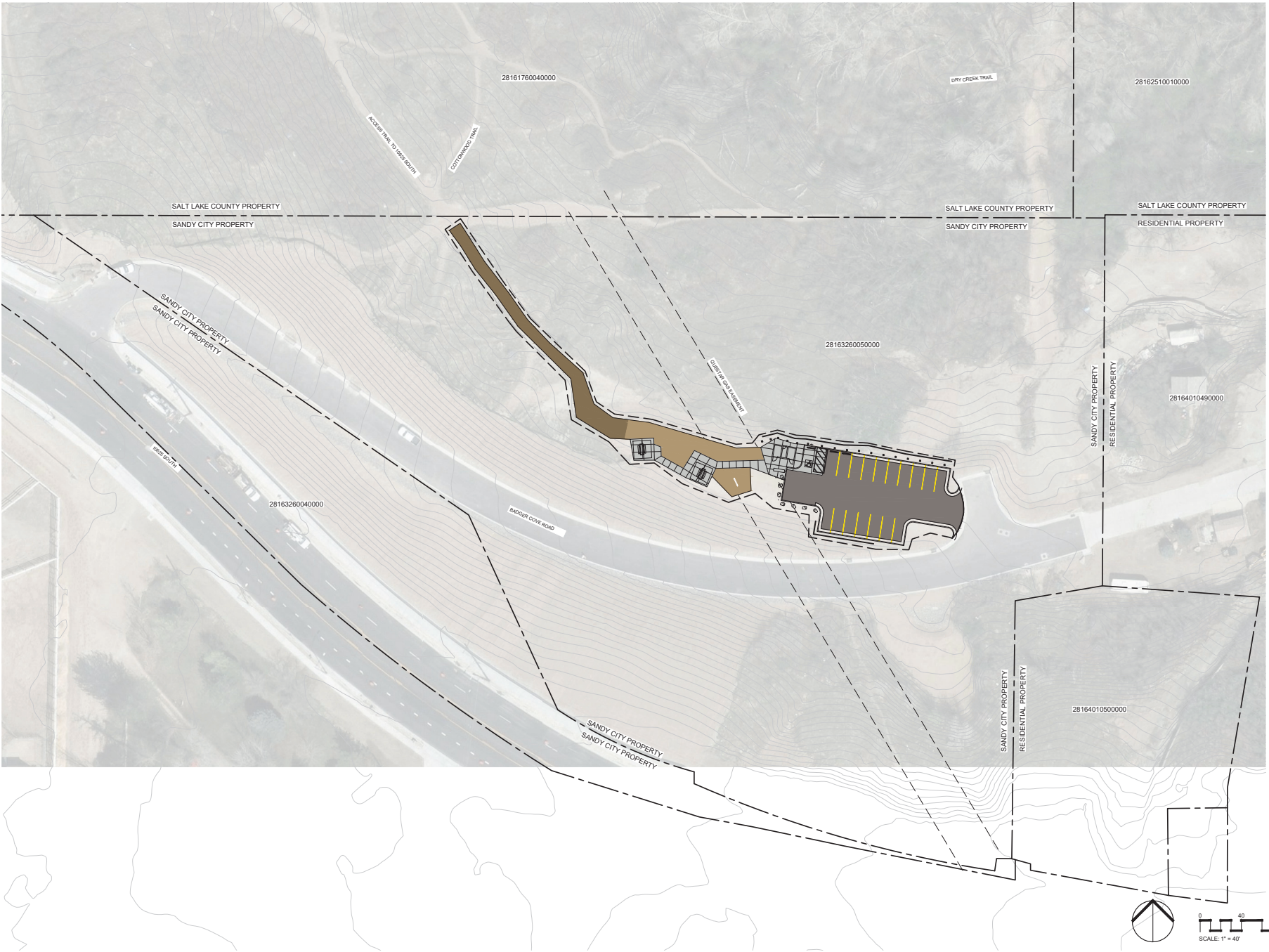
REV	DATE	DESCRIPTION

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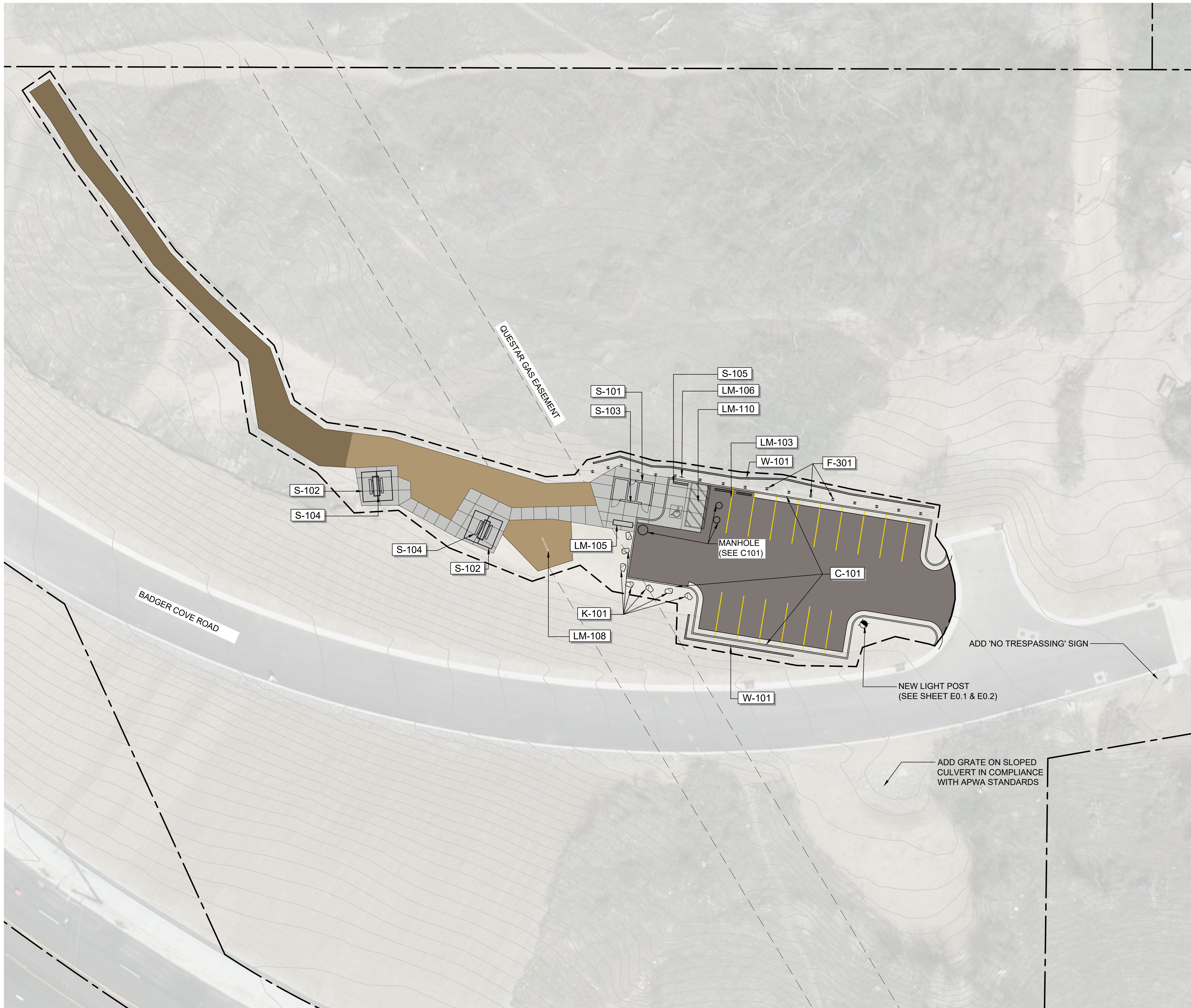
**BADGER COVE ROAD
 TRAILHEAD AND RESTROOM**
 NE OF 10625 SOUTH AND BADGER COVE,
 SANDY, UTAH 84092

REV	DATE	DESCRIPTION

DESIGNED BY: AJ
 DRAWN: AJ
 CHECKED: GH
 ISSUE DATE: 05.10.2022
 PROJ #: SLCTY0013_BC

Sheet Name:
**PROPERTY LINE
 EXHIBIT**





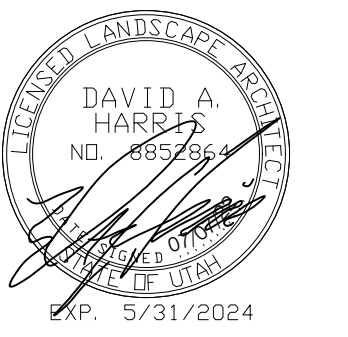
REFERENCE NOTES SCHEDULE

SYMBOL	CONCRETE CURB DESCRIPTION	QTY	DETAIL
C-101	CURB & GUTTER (SEE CIVIL)	343 LF	
SYMBOL	METAL DESCRIPTION	QTY	DETAIL
F-301	GUARD RAIL, 1 BEAM NATURAL RUSTED FINISH W/ CABLE SEE DETAIL	2/LM201	
SYMBOL	ROCK DESCRIPTION	QTY	DETAIL
K-101	DECORATIVE GRANITE BOULDER, 2' - 3'	5/LM201	
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
LM-103	PARKING LOT STRIPING (SEE CIVIL)		
LM-105	TRAILHEAD KIOSK BY OTHERS		
LM-106	ADA PARKING SIGN POST	1/LM201	
LM-108	HORSE HITCHING POST, 4" SCH 40 STEEL PIPE W/ 6" OVERHANGS, 42" HIGH, POWDER COAT FINISH, DARK BROWN PROVIDE SAMPLE FOR APPROVAL	3/LM201	
LM-110	HANDICAP PARKING LAYOUT & STRIPING	4/LM201	
SYMBOL	SITE FURNISHINGS DESCRIPTION	QTY	DETAIL
S-101	NEW RESTROOM (SEE ARCHITECTURAL PLANS)		
S-102	PAVILION, PROVIDED BY OWNER & INSTALLED BY CONTRACTOR		
S-103	DRINKING FOUNTAIN, (SEE ARCHITECTURAL PLANS)	1	
S-104	PICNIC TABLE, PROVIDED & INSTALLED BY OWNER	2	
S-105	PARKING WHEEL STOP, GREY CONCRETE		
SYMBOL	WALL DESCRIPTION	QTY	DETAIL
W-101	LARGE BLOCK RETAINING WALL MANUFACTURER: VERTICRETE. CANYON LEDGE FINISH. COLOR: STONEWALL. CONTACT: 16120 S. PONY EXPRESS ROAD BLUFFDALE, UT 84065, 801-571-2028, VERTI-BLOCK.COM (SEE CIVIL)		
SYMBOL	LAYOUT & MATERIALS DESCRIPTION	QTY	DETAIL
	WOOD CHIPS, 2"-2.5" PROVIDED & INSTALLED BY OWNER	1,853 SF	
	AMEND EXISTING TRAIL W/ WOOD CHIPS PROVIDED BY OWNER	2,007 SF	
SYMBOL	CONCRETE DESCRIPTION	QTY	DETAIL
	ASPHALT PARKING LOT (SEE CIVIL)	5,456 SF	
	CONCRETE SIDEWALK NATURAL GRAY, LIGHT BROOM FINISH	1,948 SF	

- NOTE:
- CONTRACTOR TO COORDINATE ENGINEERING OF THE RETAINING WALL SYSTEM WITH THE MANUFACTURER. PROVIDE ENGINEERING DRAWINGS FOR APPROVAL PRIOR TO INSTALLATION.
 - COORDINATE OWNER PROVIDED KIOSK INSTALLATION WITH PLACEMENT OF CONCRETE. MAKE SURE POSTS OR SLEEVES ARE INSTALLED AND IN PLACE BEFORE CONCRETE IS INSTALLED.



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