

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
REAL PROPERTY ON 5844 SOUTH 700 WEST, MURRAY CITY
("RIVERVIEW PARK"), AND ON 1036 EAST AND 1060 EAST HYLAND
LAKE DR., MURRAY CITY ("WOODSTOCK MEADOWS PARK"),
AVAILABLE FOR DISPOSAL AND AUTHORIZING THE TRANSFER OF
SAID PROPERTIES FROM SALT LAKE COUNTY TO MURRAY CITY

RECITALS

- A. Salt Lake County ("County") owns fee title to several parcels of real property located in Murray City, commonly known as Riverview Park, located at approximately 5844 South 700 West, Murray City, Salt Lake County, State of Utah 84107 (Parcel Nos. 21-14-426-032-0000, 21-14-426-019-0000, and 21-14-426-031-0000).
- B. County, also owns fee title to several parcels of real property located in Murray City, commonly known as Woodstock Meadows Park, located at approximately 1036 East and 1060 East Hyland Lake Dr., Murray City, Salt Lake County, State of Utah 84107 ((Parcel Nos. 22-17-402-004-0000, and 22-17-402-003-0000).
- C. Riverview Park and Woodstock Meadows Park may be referred to herein as the "Parks" and/or "County Properties."
- D. The County Properties are currently used as public parks.
- E. County has determined that the County Properties may be owned and administered by Murray City.
- F. An Interlocal Cooperation Agreement to transfer ownership and maintenance of the County Properties to Murray City has been negotiated.
- G. The Interlocal Cooperation Agreement which contains Quitclaim Deeds to effectuate the transfer of the County Properties to Murray City is attached hereto as Exhibit 1.

H. The County desires to formally transfer and convey the County Properties to Murray City, and Murray City desires to formally take and receive the County Properties from County, for the purposes and on the terms and conditions set forth in the Interlocal Cooperation Agreement and the Quitclaim Deeds.

I. On January 31st, 2023, a public hearing was held for the purpose of discussing the transfer of Woodstock Meadows Park to Murray City.

J. On February 21st, 2023, a public hearing was held for the purpose of discussing the transfer of Riverview Park to Murray City.

K. Having held public hearings and having provided proper notice therefor, County may now declare the County Properties available for disposal.

L. It has been determined that the best interests of County and the general public will be served by declaring the County Properties available for disposal, by transferring ownership of the County Properties to Murray City, and by execution of the Interlocal Cooperation Agreement and the Quitclaim Deeds attached to this Resolution.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the real properties constituting the County Properties are hereby declared available for disposal.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the transfers of the County Properties from County to Murray City are hereby approved, and the Mayor is authorized and directed to execute the Interlocal Cooperation Agreement and the Quitclaim Deeds attached hereto as Exhibit 1.

[Signature Page Follows Below]

APPROVED and ADOPTED this __, day of _____ 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

- Council Member Alvord voting _____
- Council Member Bradley voting _____
- Council Member Bradshaw voting _____
- Council Member Granato voting _____
- Council Member Harrison voting _____
- Council Member Stewart voting _____
- Council Member Stringham voting _____
- Council Member Theodore voting _____
- Council Member Winder Newton voting _____

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT 1
INTERLOCAL COOPERATION AGREEMENT

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”), is made effective this ___ day of _____, 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“County”) and **MURRAY CITY**, a municipal corporation of the State of Utah (“Murray”). County and Murray may each be referred to herein individually as a “Party” and jointly as the “Parties.”

RECITALS

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, 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; and

WHEREAS, Murray and County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act); and

WHEREAS, the conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act; and

WHEREAS, County owns several parcels of real property known as Riverview Park, located at approximately 5844 South 700 West, Murray, Salt Lake County, State of Utah 84107 (Parcel Nos. 21-14-426-032-0000, 21-14-426-019-0000, 21-14-426-031-0000, and as further described in the Quitclaim Deed attached hereto as Exhibit A), which is real property in the public use as a public park; and

WHEREAS, County also owns several parcels of real property known as Woodstock Meadows Park, located at approximately 1036 East and 1060 East Hyland Lake Dr., Murray, Salt Lake County, State of Utah 84121 (Parcel Nos. 22-17-402-004-0000, 22-17-402-003-0000, and as further described in the Quitclaim Deed attached hereto as Exhibit B), which is in the public use as a public park; and

WHEREAS, Riverview Park, and Woodstock Meadows Park, are collectively referred to herein as the “Parks”; and

WHEREAS, County desires to formally transfer and convey the Parks to Murray, and Murray desires to formally take and receive the Parks from County, for the purposes and on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. County shall convey the Parks to Murray via quitclaim deeds (hereinafter “Quitclaim Deeds”), for the purpose of operating and maintaining neighborhood parks. Murray shall be solely responsible for maintaining the Parks and shall repair or replace improvements thereon as necessary to maintain their current function and use.

2. Consideration. County and Murray agree that in consideration of the mutual benefit afforded the citizens of Murray and County, the restrictions on use identified in Section 3, and 4, and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, County will convey the Parks to Murray as outlined herein.

3. Use Restriction. The Parks shall be used by Murray solely for public parks:

- a. The Quitclaim Deeds conveying the Parks shall include a perpetual restriction requiring the Parks to be used by Murray or its successors in interest solely as public parks or open spaces, and in the event Murray ceases using any portion of the Parks as a public park or open space, the Parks will revert to County in its entirety. The form of the Quitclaim Deeds for each individual park is attached hereto as Exhibits A and B respectively.

4. Land Water Conservation Funds. It appears that the Parks were acquired or improved using Land Water Conservation Funds. As a result, the Parties agree that the following limitation of use shall apply and shall be set forth in the Quitclaim Deeds;

- a. This Property has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended (Public Law 88-5778; currently codified at 54 U.S.C. 2003 *et seq.*). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if the Secretary finds it to be in accordance with the then existing statewide comprehensive outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

5. Operation of the Parks. Upon transfer of the Parks to Murray, Murray shall be solely responsible for the operation and maintenance of the Parks, and Murray shall indemnify County from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens,

finances, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Murray's operation and maintenance of the Parks or any act or omission of Murray, any independent contractor retained by Murray, or anyone directly or indirectly employed by them, while working on and/or maintaining the Parks.

6. Duration and Termination. This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the conveyance of the Parks shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to the Parks shall survive such exchange of title and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than fifty (50) years.

7. Additional Interlocal Cooperation Act Provisions. In compliance with the requirements of the Interlocal Cooperation 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 Murray's Manager or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed 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 County and Murray 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.
- f. Manner of Acquiring, Holding or Disposing of Property. The Parks shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

8. 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 of 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 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 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.

IN WITNESS WHEREOF, Murray, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its Recorder; and County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or his/her designee, his or her signature being duly notarized.

[Signature Page Follows Below]

Exhibit A
(Riverview Park Quitclaim Deed)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. Nos. 21-14-426-032-0000, 21-14-426-019-0000, 21-14-426-031-0000

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as “Grantor”), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to Murray City, a body corporate and politic of the State of Utah, (hereinafter referred to as “Grantee”), the following described parcels of land commonly known as Riverview Park, located at 5844 South 700 East, Murray City, Salt Lake County, State of Utah 84107 (the “Property”), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space. If Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

Notice of Limitation of Use. This Property has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended (Public Law 88-5778; currently codified at 54 U.S.C. 2003 *et seq.*). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if the Secretary finds it to be in accordance with the then existing statewide comprehensive outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 2023.

[Signature Page Follows Below]

SALT LAKE COUNTY

By _____
Mayor or Designee

SALT LAKE COUNTY CLERK

County Clerk

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

On this __ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

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

On this __ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the County Clerk of Salt Lake County, and that the foregoing instrument was signed in his/her official capacity, and by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Parcel 21-14-426-019

Beginning S 0°14'26" E 675.76 feet & S 89°45'34" W 33 feet from the East Quarter Corner of Section 14, T 2S, R 1W, Salt Lake Base & Meridian; thence West 212.57 feet; thence North 207.42 feet; thence N 89°59' E 80.99 feet; thence S 0°14'26" E 144.54 feet; thence N 89°41'35" E 130.72 feet; thence S 0°14'26" E 65.02 feet to the point of beginning. Contains 0.58 acre more or less.

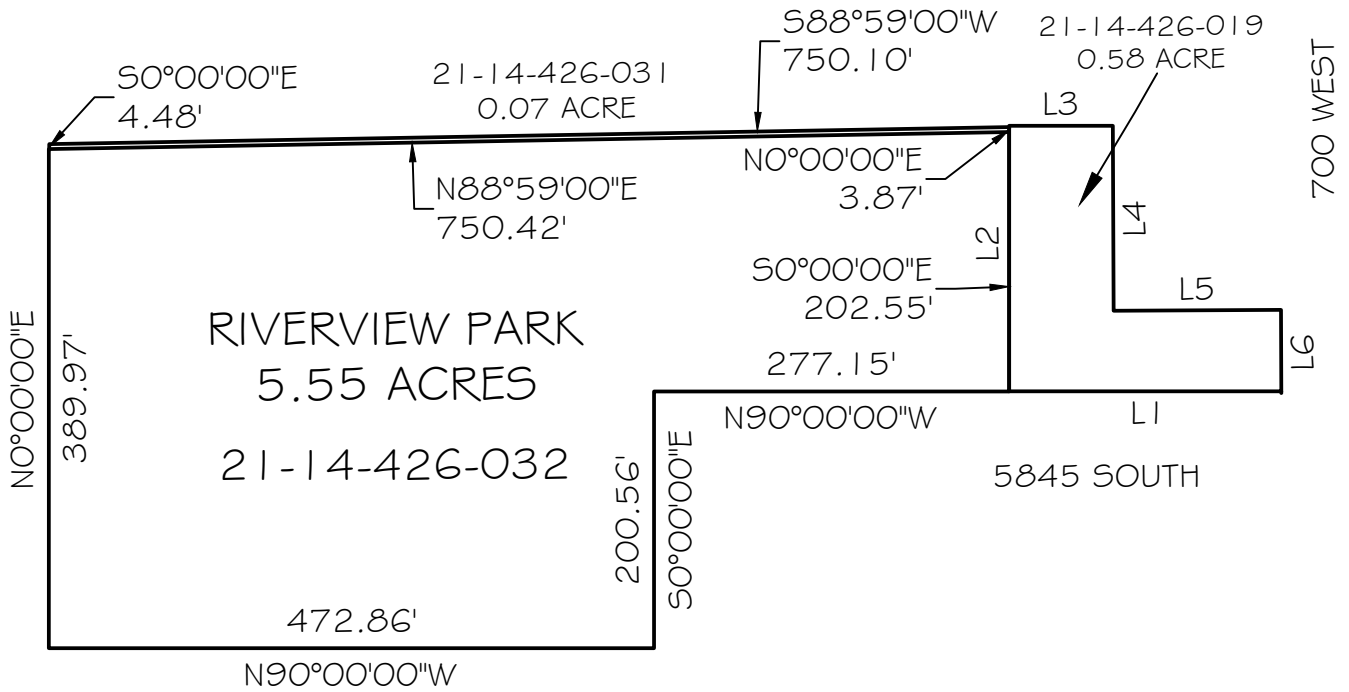
Parcel 21-14-426-031

Beginning S 0°14'26" E 468.07 feet & S 88°59' W 244.7 feet from the East Quarter Corner of Section 14, T 2S, R 1W, Salt Lake Base & Meridian; thence North 3.87 feet; thence S 88°59' W 750.1 feet more or less; thence South 4.48 feet more or less; thence N 88°56'07" E 750.12 feet more or less to the point of beginning. Contains 0.07 acre more or less.

Parcel 21-14-426-032

Beginning S 0°14'40" E 675.9 feet & West 245.57 feet from the East Quarter Corner of Section 14, T 2S, R 1W, Salt Lake Base & Meridian; thence West 277.15 feet; thence South 200.56 feet; thence West 472.86 feet more or less; thence North 389.97 feet more or less; thence N 88°59' E 750.42 feet more or less; thence South 202.55 feet to the point of beginning. Contains 5.55 acres more or less.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	212.57'	WEST
L2	207.42'	NORTH
L3	80.99'	N 89° 59' 00" E
L4	144.54'	S 0° 14' 26" E
L5	130.72'	N 89° 41' 35" E
L6	65.02'	S 0° 14' 26" E



GREENOAKS DRIVE (5900 SOUTH)



Scale in Feet
1"=150'

Prepared: October 21, 2022



RIVERVIEW PARK
5844 S. 700 W.
QUITCLAIM DEED - 4031:Q

Prepared for:
 Salt Lake County Real Estate

Section 14, T. 2S., R. 1W., S.L.B.&M.
 Work Order No. W071422014

Drawn by: CJL
 Checked by: SVK

Prepared by the Office of:
 Reid J. Demman, P.L.S.
 Salt Lake County Surveyor

2001 S. State St. #N1-400
 Salt Lake City, Utah 84114-4575
 (385) 468-8240

Exhibit B
(Woodstock Meadows Park Quitclaim Deed)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. Nos. 22-17-402-004-0000, 22-17-402-003-0000

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as “Grantor”), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to Murray City, a body corporate and politic of the State of Utah, (hereinafter referred to as “Grantee”), the following described parcels of land commonly known as Woodstock Meadows Park, located at 1036 East and 1060 East Hyland Lake Dr., Murray City, Salt Lake County, State of Utah 84121 (the “Property”), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space. If Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

Notice of Limitation of Use. This Property has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended (Public Law 88-5778; currently codified at 54 U.S.C. 2003 *et seq.*). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if the Secretary finds it to be in accordance with the then existing statewide comprehensive outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 2023.

[Signature Page Follows Below]

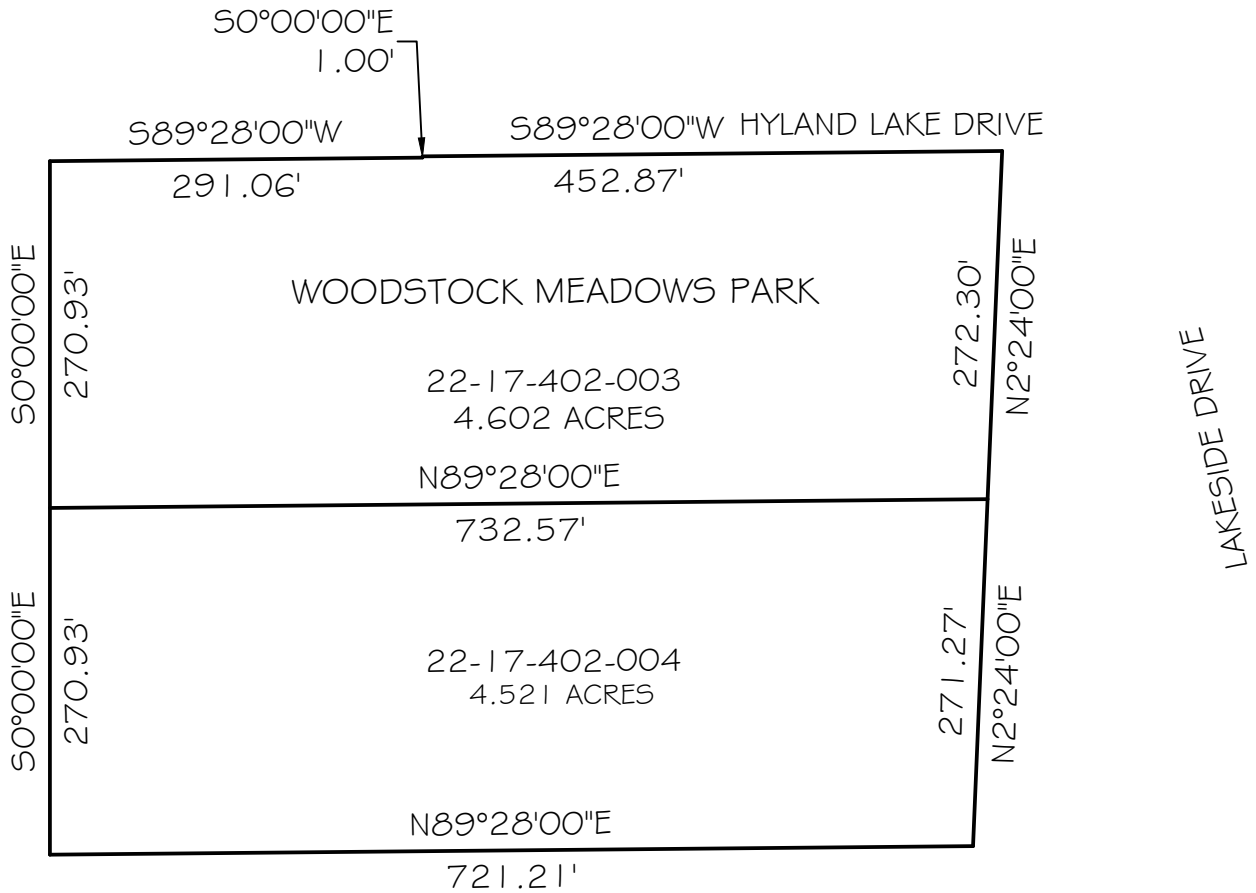
EXHIBIT A
(Legal Description)

Parcel 22-17-402-003

Commencing 24.8 rods South & 5.42 rods West from the center of Section 17, T 2S, R 1E, Salt Lake Base & Meridian; and running thence South 16.42 rods; thence East 46.42 rods; thence N 2°24' E 16.2 rods; thence West 46.42 rods to the point of beginning. Also, commencing at the Southeast Corner of Lot 33, Hyland Lake Subdivision, and running thence North 1 foot; thence East 452.87 feet; thence South 1 foot; thence West 452.87 feet to the point of beginning. Contains 4.74 acres.

Parcel 22-17-402-004

Commencing 41.22 rods South & 5.42 rods West from the center of Section 17, T 2S, R 1E, Salt Lake Base & Meridian; and running thence South 16.42 rods; thence East 46.42 rods; thence N 2°24' E 16.2 rods; thence West 46.42 rods to the point of beginning. Contains 4.74 acres.



Scale in Feet
1"=150'

Prepared: October 24, 2022



WOODSTOCK MEADOWS PARK
1060 E. HYLAND LAKE DRIVE
QUITCLAIM DEED - 4030:Q

Prepared for:
 Salt Lake County Real Estate

Section 17, T. 2S., R. 1E., S.L.B.&M.
 Work Order No. W071422014

Drawn by: CJL
 Checked by: SVK

Prepared by the Office of:
 Reid J. Demman, P.L.S.
 Salt Lake County Surveyor

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