

County Contract No. _____
District Attorney No. 18-10444

Interlocal Cooperative Agreement

THIS INTERLOCAL COOPERATIVE AGREEMENT (this “*Agreement*”) is made effective this _____ day of _____, 2018, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the “*County*”), and CITY OF BLUFFDALE, a Utah municipal corporation (the “*City*”).

RECITALS:

A. 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.

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

D. The conveyance of land as provided herein is an interest in real property as contemplated in the Interlocal Cooperative Act.

E. The County owns several parcels of real property located at approximately 14178 South Loumis Parkway, Bluffdale, Utah, also known as Parcel Nos. 33-03-452-007, 33-03-476-010, and 33-03-476-009, which is real property in public use by the County (the “*Property*”). Rose Creek flows through the *Property*.

F. The City owns an adjacent parcel of real property, identified as Parcel No. 33-03-452-012, where the City desires to build a park with trails and other recreational facilities (the “*Park*”).

G. Part of the trail system within the *Park* would be located on the *Property* along the south side of Rose Creek, and the City would also like to build a bridge over Rose Creek near the west end of the *Property* to connect to other trails.

H. The City requests an easement from the County over the *Property* for the purpose of constructing and maintaining the proposed trail and bridge.

G. The County desires to grant and convey to the City the requested easement for the purposes and on the terms and conditions set forth in this *Agreement*.

AGREEMENT:

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

ARTICLE 1 CONVEYANCE

Section 1. **Conveyance.** The County hereby agrees to grant and convey to the City an easement on and over the Property for the purpose of constructing and maintaining a trail and a bridge in conjunction with the building of the Park. The easement will be in substantially the form attached hereto as Exhibit 1.

ARTICLE 2 CONSIDERATION

Section 2. **Consideration.** As consideration for the easement, the City shall allow the County to use the trail system to access and drive upon the sidewalks and trails constructed within the easement to provide for the continuous inspection and maintenance of Rose Creek. County and City agree that in consideration of the mutual benefit afforded the citizens of City and County, and the exchange of the agreed upon consideration identified in this Section 2 and in accordance with Section 13-11-214 of the Interlocal Cooperation Act, County will grant the City the easement as outlined herein.

ARTICLE 3 ADDITIONAL PROVISIONS

Section 3.1. **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 grant of the easement shall be accomplished promptly. 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 3.2. **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 of 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, postage prepaid and certified and addressed to the parties at their respective addresses.

(k) *No Interlocal Entity*. The parties agree that they do not by this Agreement create an interlocal entity.

(l) *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 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 as determined by such joint board.

(m) *Financing Joint Cooperative Undertaking and Establishing Budget*. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(n) *Manner of Acquiring, Holding or Disposing of Property*. Any real property will be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

(o) *Termination*. There is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

(p) *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.

(q) *Attorney Review.* This Agreement shall be submitted to the authorized attorneys for the County and City for approval in accordance with Utah Code Ann. § 11-13-202.5.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its council, a copy of which shall be attached hereto, caused this Agreement to be signed by its Mayor and attested by its Recorder; 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 his designee.

SALT LAKE COUNTY

By: _____
MAYOR OR DESIGNEE

APPROVED AS TO FORM

By:
R. Christopher Preston
Salt Lake County Deputy District Attorney

CITY OF BLUFFDALE

MAYOR OR DESIGNEE

APPROVED AS TO FORM:

Bluffdale City Attorney

ATTEST:

Its:



Exhibit 1
Perpetual Easement

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

Space above for County Recorder's use

**PERPETUAL EASEMENT
AGREEMENT
Salt Lake County**

*Tax Serial Nos. 33-03-452-007
33-03-452-009
33-03-452-010*

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Grants and Conveys to CITY OF BLUFFDALE, a Utah municipal corporation, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual trail access easement over and across the following described property ("Easement Area") for recreation and access uses, including but not limited to the construction and maintenance of Vintage Park Trail (the "Trail"), in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

Grantor reserves the right to occupy and use said Easement Area for all purposes not inconsistent with Grantee's permitted use of the Easement Area, including but not limited to, the right to access and drive upon sidewalks and trails constructed within the Easement Area for inspection and maintenance of Grantor's property and flood control facilities along or within Rose Creek.

At all times, Grantee shall maintain the Trail in a safe condition. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

Grantee shall be responsible for all damages to Grantor's property caused by the installation, operation, maintenance, repair, and removal of the Trail, and shall restore all of Grantor's property affected by the installation, operation, maintenance, repair or removal of the Trail, to as near its original condition as is reasonably possible.

Tax Serial Nos. 33-03-452-007
33-03-452-009
33-03-452-010

IN WITNESS WHEREOF, GRANTOR has caused this Perpetual Easement Agreement to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 ____.

GRANTOR: SALT LAKE COUNTY

By _____

MAYOR or DESIGNEE

COUNTY CLERK

GRANTEE: CITY OF BLUEDALE

By Patricia J. Murphy
MAYOR or DESIGNEE

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

On this _____ day of _____, 20_____, personally appeared before me _____
who being duly sworn, did say that _____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.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: _____ Residing in: _____

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

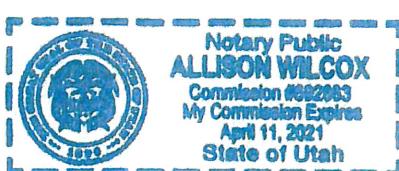
On this ____ day of _____, 20____, personally appeared before me _____
who being duly sworn, did say that he is the CLERK of Salt Lake County, and that the foregoing
instrument was signed by him/her on behalf of Salt Lake County, by authority of a Resolution of the
SALT LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: _____ Residing in: _____ **NOTARY PUBLIC**

STATE OF UTAH)
) ss.
COUNTY SALT LAKE)

On this 17 day of January, A.D. 2019, personally appeared before me
Derk P. Timothy, who being duly sworn, did say that (s)he is the mayor of
Bluffdale City, and that the foregoing instrument was signed in behalf of Bluffdale City, by authority of
law.



Allison Wilcox
Notary Public

(EXHIBIT A)

**Vintage Park
Trail Access Easement
Legal Description**

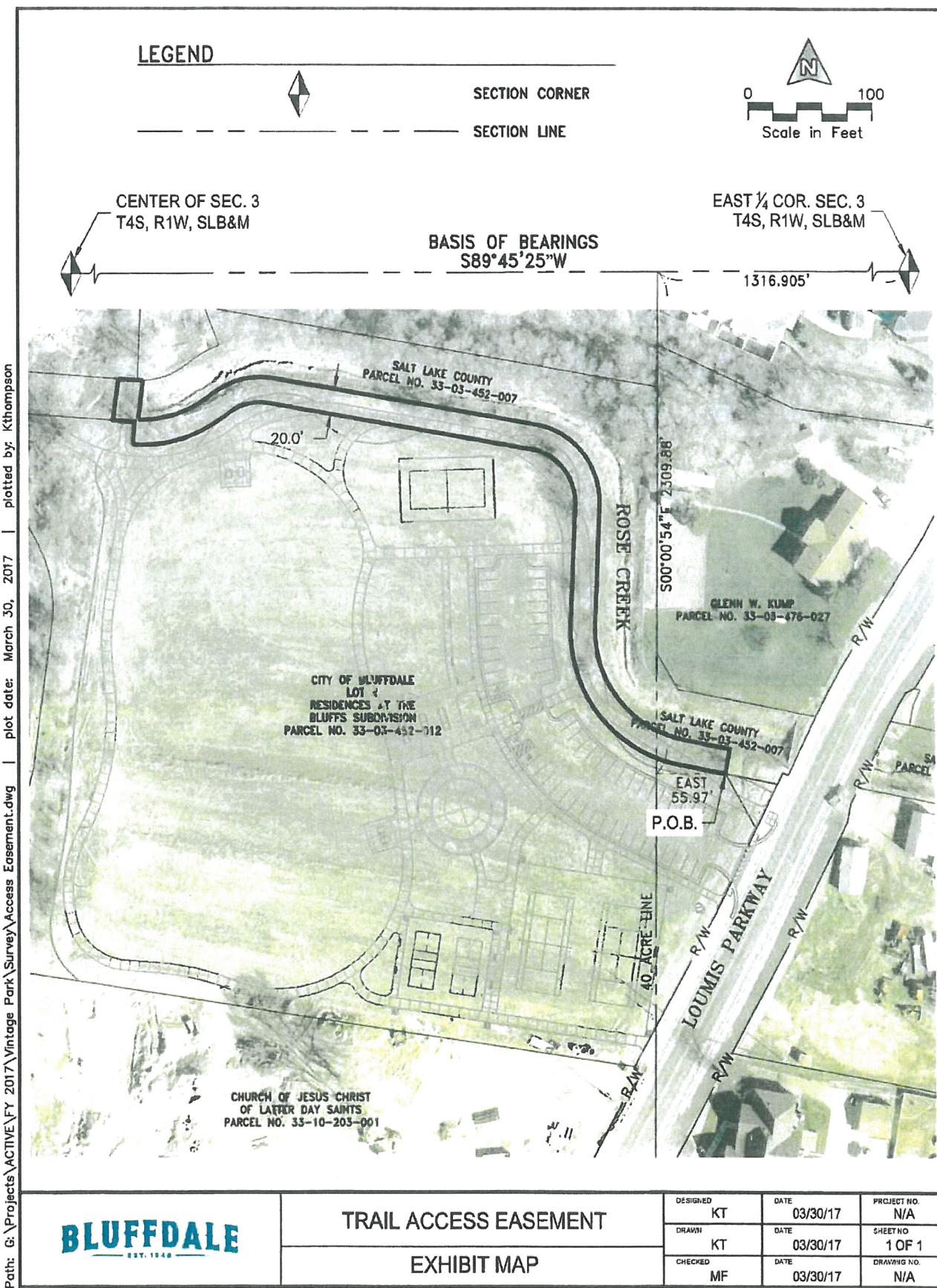
A Trail Access Easement being part of three (3) entire tracts: 1) Warranty Deed recorded September 30, 1998 as Entry No. 7105361 in Book 8112, at Page 2025; 2) Warranty Deed recorded March 25, 1999 as Entry No. 7300972 in Book 8261, at Page 7544; 3) Warranty Deed recorded March 25, 1999 as Entry No. 7300973 in Book 8261, at Page 7545 located in the South half of the Southeast Quarter of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at the northeasterly corner of Lot 4 of the Residences at the Bluffs Subdivision as recorded in Book 2002P at Page 91 of the Salt Lake County Recorder's Office which is South 89°45'25" West 1316.905 feet along the quarter section line to the Northwest Corner of the Northeast Quarter of the Southeast Quarter of said Section 3 and South 00°00'54" East 2309.88 feet along the 40-acre line and East 55.97 feet from the East Quarter Corner of said Section 3 (the basis of bearings is South 89°45'25" West between the East Quarter corner and the Center Quarter corner of said Section 3) and running thence along the boundary of said Lot 4 the following ten (10) calls: 1) North 79°42'58" West 37.52 feet to a point of curvature of a 108.00 foot radius curve to the right; 2) thence Northwesterly 154.08 feet along the arc of said curve through a central angle of 81°44'26" (chord bears North 38°50'42" West 141.34 feet); 3) thence North 02°01'28" East 96.33 feet to a point of curvature of a 42.00 foot radius curve to the left; 4) thence Northwesterly 60.56 feet along the arc of said curve through a central angle of 82°36'59" (chord bears North 39°16'59" West 55.45 feet); 5) thence North 80°35'31" West 214.89 feet to a point of curvature of a 41.99 foot radius curve to the left; 6) thence Westerly 33.30 feet along the arc of said curve through a central angle of 45°26'14" (chord bears South 76°41'20" West 32.43 feet); 7) thence South 53°58'15" West 9.44 feet to a point of curvature of a 108.00 foot radius curve to the right; 8) thence Westerly 75.07 feet along the arc of said curve through a central angle of 39°49'28" (chord bears South 73°53'02" West 73.57 feet); 9) thence North 03°47'41" East 18.00 feet; 10) thence North 86°12'19" West 17.13 feet; thence departing said northerly boundary of Lot 4 North 07°14'50" East 30.03 feet to the southerly line of Lot 3 of said Residences at the Bluffs; thence along said southerly and easterly line of Lot 3 the following two (2) courses: 1) South 86°12'19" East 15.42 feet; 2) North 02°03'13" East 3.00 feet to the southwesterly corner of Lot 2 of said subdivision and a point on a 57.00 foot radius non-tangent curve to the left; thence easterly 4.91 feet along the arc of said curve and southerly line of Lot 2 through a central angle of 04°56'02" (chord bears South 88°40'14" East 4.91 feet); thence departing said southerly line of Lot 2 South 07°14'50" West 31.19 feet to a point on a 88.00 foot radius non-tangent curve to the left; thence 58.13 feet along the arc of said curve through a central angle of 37°51'02" (chord bears North 72°53'46" East 57.08 feet); thence North 53°58'15" East 9.44 feet to a point on a 61.99 foot radius curve to the right; thence 49.16 feet along the arc of said curve through a central angle of 45°26'17" (chord bears North 76°41'20" East 47.88 feet); thence South 80°35'31" East 214.89 feet to a point on a 62.00 foot radius curve to the right; thence 89.40 feet along the arc of said curve through a central angle of 82°36'54" (chord bears South 39°16'59" East 81.85 feet); thence South 02°01'28" West 96.33 feet to a point on a 88.00 foot radius curve to the left; thence 125.55 feet along the arc of said curve through a central angle of 81°44'31" (chord bears South 38°50'42" East 115.17 feet); thence South 79°42'58" East 37.52 feet; thence South 10°17'02" West 20.00 feet to the POINT OF BEGINNING.

Contains 14,256 square feet or 0.327 Acres.

EXHIBIT "B": By this reference, made a part hereof.

Exhibit B



CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2019-01

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY PROVIDING FOR A PERPETUAL EASEMENT WITHIN VINTAGE PARK.

WHEREAS, pursuant to Utah Code Ann. § 11-13-202, the Interlocal Cooperation Act (“Act”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions;

WHEREAS the Act, pursuant to Section 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 the City of Bluffdale (“City”) and Salt Lake County (“County”) are public agencies and desire to enter into an interlocal cooperative agreement related to the conveyance of a perpetual easement from the County to the City for a trail in Vintage Park;

NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL AS FOLLOWS:

Section 1. Authorization to Execute Interlocal Cooperative Agreement. The City Council hereby authorizes and directs the Mayor to execute an Interlocal Cooperative Agreement in substantially the same or similar form attached hereto.

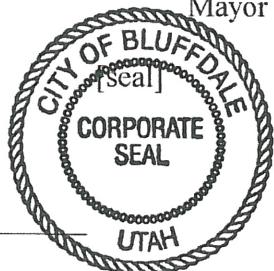
Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED: January 9, 2019.

CITY OF BLUFFDALE

ATTEST:

Dudy Deppe
City Recorder



Dee P. Jenckes
Mayor

Voting by the City Council: Yes No

Councilmember Aston	<u>X</u>	_____
Councilmember Higby	<u>X</u>	_____
Councilmember Kallas	<u>ABSENT</u>	_____
Councilmember Nielsen	<u>X</u>	_____
Councilmember Preece	<u>X</u>	_____