

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
REAL PROPERTY ON 3645 SOUTH ELK POINT DR., MAGNA, SALT LAKE
COUNTY, STATE OF UTAH 84044 (“LAMPLIGHT VILLAGE PARK”),
AVAILABLE FOR DISPOSAL AND AUTHORIZING THE TRANSFER OF
SAID PROPERTY FROM SALT LAKE COUNTY TO THE METRO
TOWNSHIP OF MAGNA

RECITALS

- A. Salt Lake County (“County”) owns fee title to a parcel of real property located in the metro township of Magna (“Magna”), commonly known as Lamplight Village Park, located at approximately 3645 South Elk Point Dr., Magna, Salt Lake County, State of Utah 84044 (Parcel No. 14-32-104-001-0000).
- B. Lamplight Village Park may be referred to herein as the “Park” and/or “County Property.”
- C. The County Property is currently used as public park.
- D. County has determined that the County Property may be owned and administered by Magna.
- E. An Interlocal Cooperation Agreement to transfer ownership and maintenance of the County Property to Magna has been negotiated.
- F. The Interlocal Cooperation Agreement which contains a Quitclaim Deed to effectuate the transfer of the County Property to Magna is attached hereto as Exhibit 1.
- G. The County desires to formally transfer and convey the County Property to Magna, and Magna desires to formally take and receive the County Property from County, for the purposes and on the terms and conditions set forth in the Interlocal Cooperation Agreement and the Quitclaim Deed.

H. On May 9, 2023, a public hearing was held for the purpose of discussing the transfer of Lamplight Village Park to Magna.

I. Having held a public hearing and having provided proper notice therefor, County may now declare the County Property available for disposal.

J. It has been determined that the best interests of County and the general public will be served by declaring the County Property available for disposal, by transferring ownership of the County Property to Magna, and by execution of the Interlocal Cooperation Agreement and the Quitclaim Deed attached to this Resolution.

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the real property constituting the County Property is hereby declared available for disposal.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the transfers of the County Property from County to Magna is hereby approved, and the Mayor is authorized and directed to execute the Interlocal Cooperation Agreement and the Quitclaim Deed copies of which are 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 the metro township of **MAGNA**, a municipal corporation of the State of Utah (“Magna”). County and Magna 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, Magna and the 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, the County owns a parcel of real property known as Lamplight Village Park (the “Park”), located at approximately 3645 South Elk Point Dr., Magna, Salt Lake County, State of Utah 84044 (Parcel No. 14-32-104-001-0000, 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, the County desires to formally transfer and convey the Park to Magna, and Magna desires to formally take and receive the Park from the 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:

Section 1. **Conveyance**. The County shall convey the Park to Magna via quitclaim deed (hereinafter “Quitclaim Deed”), for the purpose of operating and maintaining neighborhood park.

Magna shall be solely responsible for maintaining the Park and shall repair or replace improvements thereon as necessary to maintain its current function and use.

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

Section 3. **Use Restriction.** The Park shall be used by Magna solely as a public park:

- A. The Quitclaim Deed conveying the Park shall include a perpetual restriction requiring the Park to be used by Magna or its successors in interest solely as a public park or open space, and in the event Magna ceases using any portion of the Park as a public park or open space, the Park will revert to County in its entirety. The form of the Quitclaim Deed is attached hereto as Exhibits A.

Section 4. **Operation of the Park.** Upon transfer of the Park to Magna, Magna shall be solely responsible for the operation and maintenance of the Park, and Magna shall indemnify County from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, 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, Magna's operation and maintenance of the Park or any act or omission of Magna, any independent contractor retained by Magna, or anyone directly or indirectly employed by them, while working on and/or maintaining the Park.

Section 5. **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 Park shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to the Park 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 50 years.

Section 6. **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 Magna'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 the County and Magna 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 Park 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.

Section 7. **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, Magna, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its Recorder; and the 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.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Recommended for Approval:

Director of Salt Lake County Parks and Recreation

Reviewed and Advised as to Form and Legality:

For Exhibit Purposes Only

John E. Diaz
Deputy District Attorney
Salt Lake County

MAGNA, a Utah Municipal Corporation

By _____
Mayor or Designee

Recommended for Approval:

Magna's Engineer

ATTEST:

Magna's Recorder

Reviewed and Advised as to Form and Legality:

Magna's Attorney

Exhibit A
(Lamplight Village 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. No. 14-32-104-001-0000

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 quit claims to the metro township of Magna, a municipal corporation of the State of Utah, (hereinafter referred to as “Grantee”), the following described parcels of land commonly known as Lamplight Village Park, located at 3645 South Elk Point Dr., Magna, Salt Lake County, State of Utah 84044 (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.

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

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

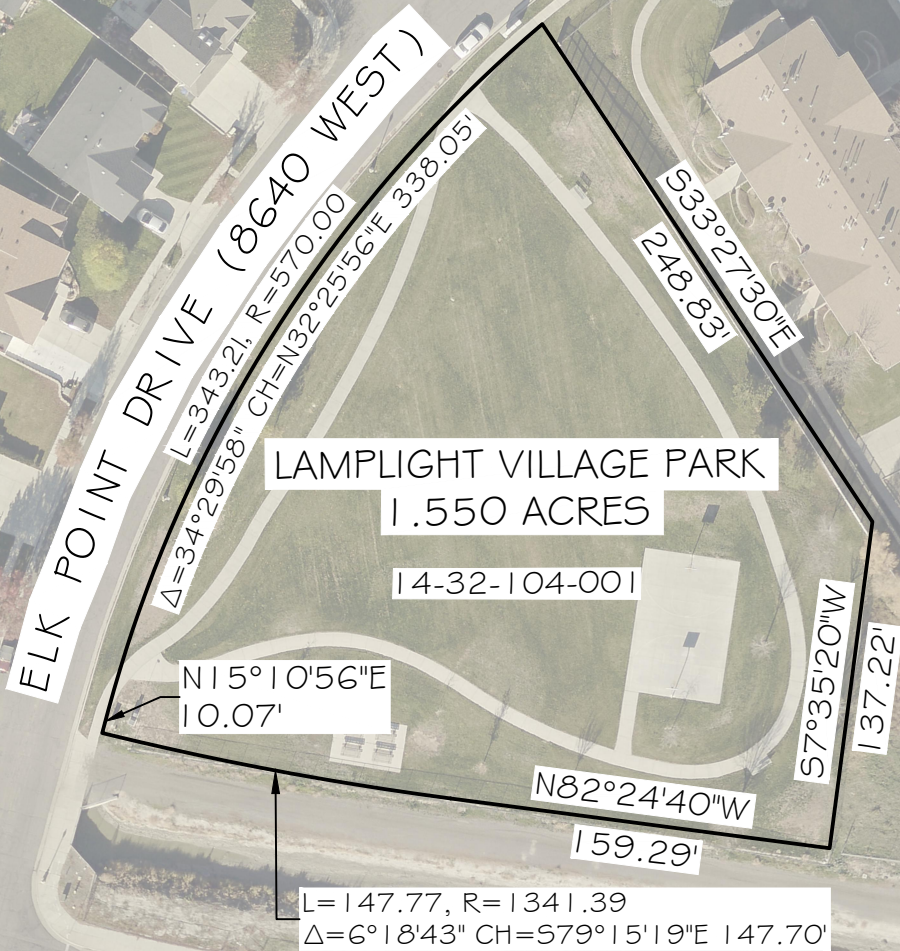
Reviewed and Advised as to Form and Legality:

For Exhibit Purposes Only
John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

All of Lot 54, Lamplight Village at Elk Run Subdivision recorded as Entry No. 7712775 in Book 2000P at Page 233 in the office of the Salt Lake County Recorder, dated September 5, 2000.

LOT 54
LAMPLIGHT VILLAGE AT ELK RUN



0' 80'
Scale in Feet
1"=80'

Prepared: March 29, 2023



LAMPLIGHT VILLAGE PARK
3645 S. ELK POINT DRIVE
QUITCLAIM DEED - 4157:Q

Prepared for:
Salt Lake County Real Estate

Section 32, T. 1S., R. 2W., 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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Salt Lake City, Utah 84114-4575
(385) 468-8240