

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND AUTHORIZING EXECUTION OF THE ATTACHED INTERLOCAL COOPERATION AGREEMENT WITH MILLCREEK

RECITALS

A. Salt Lake County (“County”) owns certain real property located in the street right-of-way near the intersection of Siggard Drive and 2000 East in Millcreek, Utah (the “County Property”).

B. Millcreek (“City”) is responsible for the maintenance of the roads in the area where the County Property is located and has approached the County to acquire the County Property.

C. The County Real Estate Section recommends that the County Property be conveyed to the City for no fee with the consideration for the conveyance being that the City shall continue to use the County Property for such public purposes as identified and deemed appropriate by the City including, but not limited to, a public right-of-way improvement project (in exchange or trade for other property that will be used to realign the public right-of-way, but not for sale) or for any other use contemplated and/or authorized under Section 10-8-2(1) of the Utah Code.

D. The City and the County have prepared an Interlocal Cooperation Agreement (the “Agreement”) providing that the County will convey the County Property to the City.

E. The County has determined that it is in the public interest to declare the County Property surplus property, enter into the Agreement with the City, and convey the County Property to the City.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the County Property described in the Quitclaim Deeds attached as Exhibits B-1 and B-2 to

the Agreement is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake Council that the Agreement, attached hereto as Exhibit 1 and by this reference made a part of this Resolution, is approved; and the Mayor is hereby authorized to execute said Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the transfer and conveyance of the County Property by Quitclaim Deeds to the City in accordance with the terms of the Agreement is hereby approved; and the Mayor and County Clerk are hereby authorized to execute the original of said Quitclaim Deeds and to sign any other documents required to complete the conveyance of the County Property to the City and to deliver the fully executed Quitclaim Deeds to the Salt Lake County Real Estate Section for delivery to the City.

APPROVED and ADOPTED this _____ day of _____, 2024.

SALT LAKE COUNTY COUNCIL

By: _____
Laurie Stringham, 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 AS TO FORM AND LEGALITY:

R. Christopher Preston
Deputy District Attorney

Exhibit 1
Interlocal Cooperation Agreement

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective _____, 2024, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the “*County*”), and **MILLCREEK**, a Utah municipal corporation (the “*City*”).

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. In 1964, the County acquired title to certain real property located near the intersection of Siggard Drive and 2000 East in Millcreek, Utah, via two warranty deeds (the “*Property*”). These parcels are located within the street right-of-way, which is administered by Millcreek. A full description of these parcels is attached hereto in Exhibit A.

E. The City is working on a road improvement project near this area and has approached the County to acquire the Property.

F. The County is willing to convey the Property to the City to be used as part of the public right-of-way.

G. The County and the City have agreed to transfer and convey to City the Property for no fee on the conditions contained in this Agreement.

H. The parties, wishing to memorialize their arrangement, enter into 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:

Section 1. **Conveyance.** Contemporaneously herewith, County shall convey and transfer the Property to the City by executing and delivering to City two quitclaim deeds (the “*Deeds*”) in substantially the form attached hereto as Exhibit B-1 and B-2.

Section 2. **Consideration.** The City agrees that the Property shall only be used for such public purposes as identified and deemed appropriate by the City including, but not limited to, a

public right-of-way improvement project (in exchange or trade for other property that will be used to realign the public right-of-way, but not for sale) or any other use contemplated and/or authorized under Section 10-8-2(1) of the Utah Code. In recognition of this condition, no additional consideration shall be due from the City to the County hereunder.

Section 3. **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 Property described in Exhibit A 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 4. **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 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.

(f) **Manner of Acquiring, Holding or Disposing of Property.** The Property shall 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.

Section 6. **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 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, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Mayor, or his designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

Approved As To Form and Legality:

R. Christopher Preston, Deputy District Attorney

MILLCREEK, a Utah municipal corporation

By _____
Jeff Silvestrini, Mayor

ATTEST:

_____, City Recorder

Approved As To Form and Legality:

John Brems, City Attorney

Exhibit A

To Interlocal Cooperation Agreement

(Description of Property)

PARCEL A.

COMMENCING at a point which is North 0°05'30" East 591.03 feet and South 89°54'30" East 24.75 feet from the West 1/4 corner of Section 34, T1S, R1E, SLB & M; said point also being the Southwest corner of the Frank R. & Edna Poulton property; thence North 0°05'03" East 70.0 feet; thence South 89°54'30" East 11.09 feet to a point on a curve with center bearing of South 71°54'10" East, radius 226.49 feet; thence left in a Southwesterly direction along the arc of said curve 71.17 feet to a point of tangency with center point of South 89°54'30" East, said point also being the point of beginning.

PARCEL B.

COMMENCING at a point which is North 0°05'30" East 716.03 feet and South 89°54'30" East 24.75 feet from the West 1/4 corner of Section 34, T1S, R1E, SLB & M; running thence North 0°05'30" East 71.94 feet; thence North 88°11' East 92.75 feet to a point on a curve with center bearing of North 1°49" West, radius 149.50 feet; thence left in a Northeasterly direction along the arc of said curve 51.53 feet to a point of a reverse curve with center bearing of South 21°34' East, radius 226.49 feet; thence left in a Southwesterly direction along the arc of said curve 137.74 feet to a point on said curve with center bearing South 56°24'40" East, radius 226.49 feet; thence North 89°54'30" West 37.61 feet to the point of beginning.

PARCEL C.

Commencing at a point which is 661.03 feet North; 0°05'30" East and 24.75 feet South; 89°54'30" East from the West 1/4 corner of Section 34, Township 1 South, Range I East, Salt Lake Base and Meridian; running thence South 0°05'30" East 55.0 feet; Thence South 89°54'30" East 27.17 feet to a point on a curve, radius 187.00 feet, center bearing South 58°37'54" East; thence left in a southwesterly direction along the arc of said curve 59.63 feet to a point on a said curve, radius 187.00 feet; center bearing South 76°54'12" East; thence West 89°54'30" West 4.79 feet to the point of beginning.

Exhibit B-1
To Interlocal Cooperation Agreement
(Quitclaim Deed for Parcels A and B)

WHEN RECORDED RETURN TO:
Millcreek
1330 East Chambers Avenue
Millcreek, Utah 84106

Space above for County Recorder's use

QUITCLAIM DEED
Salt Lake County

Surveyor WO: W012524016
RE-4186

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, MILLCREEK, a Utah municipal corporation, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

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 _____, 20 _____.

SALT LAKE COUNTY

By: _____
Exhibit Only, Do Not Sign
MAYOR or DESIGNEE

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

By: _____
COUNTY CLERK

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:

Notary Public _____

My Commission Expires: _____

Residing in: _____

Acknowledgement Continued on Following Page

Acknowledgement Continued from Preceding Page

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

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:

Notary Public _____
My Commission Expires: _____
Residing in: _____

(EXHIBIT A)

A parcel of land described in that Warranty Deed recorded as Entry No. 2026285 in Book 2234
at Page 558 in the office of the Salt Lake County Recorder. Said parcel of land is located in the
Northwest Quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Base and
Meridian, and is described as follows:

PARCEL A:

Commencing at a point which is N. 00°05'30" E. 591.03 feet and S. 89°54'30" E. 24.75 feet
from the West Quarter Corner of Section 34, T1S, R1E, SLB & M; said point also being the
Southwest corner of the Frank R. & Edna Poulton property; thence N. 00°05'30" E. (Record =
N. 00°05'03" E.) 70.00 feet; thence S. 89°54'30" E. 11.09 feet to a point on a curve with center
bearing of S. 71°54'10" E., radius 226.49 feet; thence left in a Southwesterly direction along the
arc of said curve 71.17 feet to a point of tangency with center point of S. 89°54'30" E., said point
also being the **Point of Beginning**.

The above-described parcel of land contains 256 square feet in area or 0.006 acre, more or
less.

PARCEL B:

Commencing at a point which is N. 00°05'30" E. 716.03 feet and S. 89°54'30" E. 24.75 feet
from the West Quarter Corner of Section 34, T1S, R1E, SLB & M; running thence
N. 00°05'30" E. 71.94 feet; thence N. 88°11' E. 92.75 feet to a point on a curve with center
bearing of N. 1°49' W., radius 149.50 feet; thence left in a Northeasterly direction along the arc

of said curve 51.53 feet to a point of a reverse curve with center bearing of S. 21°34' E., radius 226.49 feet; thence left in a Southwesterly direction along the arc of said curve 137.74 feet to a point on said curve with center bearing S. 56°24'40" E., radius 226.49 feet; thence N. 89°54'30" W. 37.61 feet to the **Point of Beginning**.

The above-described parcel of land contains 5,320 square feet in area or 0.122 acre, more or less.

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

BASIS OF BEARING: N. 00°05'30" E. along the street monument line of 2000 East Street between the West Quarter Corner of Section 34 and the street monument in the intersection of Siggard Drive and 2000 East Street of said Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

EXHIBIT "B"

SIGGARD DRIVE

2000 EAST STREET

N00°05'30"E (Basis of Bearings)

TIE: 591.03'

33 34

West 1/4 Corner
Section 34,
T.1S., R.1E.,
S.L.B. & M.

N88°11'00"E

92.75'

4186:2:Q
5,320 sq. ft.

PARCEL "B"
SALT LAKE COUNTY
WARRANTY DEED
ENTRY # 2026285
BOOK 2234, PAGE 558

MARCELLA K. POULTON
16-34-155-024

N0°05'30"E

71.94'

POB
PARCEL "B"
N89°54'30"W

37.61'

S89°54'30"E
24.75'

MARCELLA K. POULTON
16-34-155-025

L2

TIE: 716.03'

4186:1:Q
256 sq. ft.

PARCEL "A"
SALT LAKE COUNTY
WARRANTY DEED
ENTRY # 2026285
BOOK 2234, PAGE 558

MARCELLA K. POULTON
16-34-155-003

L1

POB
PARCEL "A"

S89°54'30"E 24.75'

LEGEND

- TRACT BOUNDARY
- MONUMENT LINE
- ADJOINING PARCEL
- TIE LINE
- STREET MONUMENT
- 1/4 SECTION CORNER

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	71.17'	226.49'	18°00'33"	S 9° 05' 34" W	70.90'
C2	51.53'	149.50'	19°44'55"	N 78° 18' 32" E	51.28'
C3	137.74'	226.49'	34°50'40"	S 51° 00' 40" W	135.63'



0' 30'

Scale in Feet
1"=30'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	70.00'	N 0° 05' 30" E
L2	11.09'	S 89° 54' 30" E

Page 4 of 4
Prepared: February 1, 2024



MILLCREEK QUITCLAIM DEED - 4186:1:Q, 4186:2:Q

Prepared for:
Salt Lake County Real Estate

Section 34, T.1 S., R.1 E., S.L.B.&M.
Work Order No. W012524016

Drawn by: CJL
Checked by: BEP

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-2
To Interlocal Cooperation Agreement

(Quitclaim Deed for Parcel C)

WHEN RECORDED RETURN TO:
Millcreek
1330 East Chambers Avenue
Millcreek, Utah 84106

Space above for County Recorder's use

Surveyor WO: W012524016
RE-4186

QUITCLAIM DEED Salt Lake County

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, MILLCREEK, a Utah municipal corporation, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

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 _____, 20 _____.

SALT LAKE COUNTY

By: _____
Exhibit Only, Do Not Sign
MAYOR or DESIGNEE

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

By: _____
COUNTY CLERK

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:

Notary Public _____

My Commission Expires: _____

Residing in: _____

Acknowledgement Continued on Following Page

Acknowledgement Continued from Preceding Page

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

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:

Notary Public _____
My Commission Expires: _____
Residing in: _____

(EXHIBIT A)

A parcel of land described in that Warranty Deed recorded as Entry No. 2026284 in Book 2234
at Page 557 in the office of the Salt Lake County Recorder. Said parcel of land is located in the
Northwest Quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Base and
Meridian, and is described as follows:

Commencing at a point which is 661.03 feet N. 00°05'30" E. and 24.75 feet S. 89°54'30" E.
from the West Quarter Corner of Section 34, Township 1 South, Range 1 East, Salt Lake Base
and Meridian; running thence N. 00°05'30" E. 55.00 feet (Record = S. 00°05'30" E.); thence
S. 89°54'30" E. 27.17 feet to a point on a curve, radius 187.00 feet, center bearing
S. 58°37'54" E.; thence left in a southwesterly direction along the arc of said curve 59.63 feet to
a point on said curve, radius 187.00 feet; center bearing S. 76°54'12" E.; thence
N. 89°54'30" W. 4.79 feet (Record = West 89°54'30" West) to the **Point of Beginning**.

The above-described parcel of land contains 785 square feet in area or 0.018 acre, more or
less.

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

BASIS OF BEARING: N. 00°05'30" E. along the street monument line of 2000 East
Street between the West Quarter Corner of Section 34 and the
street monument in the intersection of Siggard Drive and 2000
East Street of said Section 34, Township 1 South, Range 1 East,
Salt Lake Base and Meridian.

EXHIBIT "B"

SIGGARD DRIVE

N00°05'30"E (Basis of Bearings)

2000 EAST STREET

POB

TIE=661.03'

33 34

West 1/4 Corner
Section 34,
T.1S., R.1E.,
S.L.B. & M.

SALT LAKE COUNTY
WARRANTY DEED
ENTRY # 2026285
BOOK 2234, PAGE 558

MARCELLA K. POULTON
16-34-155-024

S89°54'30"E

27.17'

4186:3:Q
785 sq. ft.

N0°05'30"E

55.00'

SALT LAKE COUNTY
WARRANTY DEED
ENTRY # 2026284
BOOK 2234, PAGE 557

MARCELLA K. POULTON
16-34-155-025

S89°54'30"E

24.75'

MARCELLA K. POULTON
16-34-155-003

SALT LAKE COUNTY
WARRANTY DEED
ENTRY # 2026285
BOOK 2234, PAGE 558







LINE TABLE

LINE #	LENGTH	BEARING
L1	4.79'	N 89° 54' 30" W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	59.63'	187.00'	18°16'13"	S 22°14'00" W	59.38'

LEGEND

-  TRACT BOUNDARY
-  MONUMENT LINE
-  ADJOINING PARCEL
-  TIE LINE
-  STREET MONUMENT
-  1/4 SECTION CORNER



0' 30'

Scale in Feet
1"=30'

Page 3 of 3
Prepared: February 1, 2024



MILLCREEK QUITCLAIM DEED - 4186:3:Q

Prepared for:
Salt Lake County Real Estate

Section 34, T.1 S., R.1 E., S.L.B.&M.
Work Order No. W012524016

Drawn by: CJL
Checked by: BEP

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