

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA AND A RELATED QUITCLAIM DEED CONVEYING REAL PROPERTY LOCATED IN COTTONWOOD HEIGHTS

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 3099 East Banbury Road (Parcel No. 22-26-326-017) (the “Property”), which was conveyed to the County after the tax sale in 1987.

B. The Cottonwood Heights Parks and Recreation Service Area (the “Service Area”) maintains, manages and operates a public park located at 3133 East Banbury Rd, Cottonwood Heights, Utah, known as Banbury Park, which is adjacent to the Property.

C. The County has permitted the Service Area to use the Property pursuant to a License to Use Property dated December 6, 2017.

D. Back taxes are owed to the Salt Lake County Assessor on the Property in the amount of \$160.59.

E. The Service Area has agreed to acquire title to the Property with the intent to incorporate the Property as part of Banbury Park, and the Service Area shall pay the back taxes owed on the Property in accordance with the terms and conditions contained in the proposed Interlocal Cooperation Agreement attached hereto as Exhibit 1.

F. The Salt Lake County Real Estate Section has determined that payment of the back taxes and commitment to incorporate Property as part of Banbury Park is full and adequate consideration for the conveyance of these parcels to the Service Area.

G. Proceeds from the sale of the County’s interest in the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

H. It has been determined that the best interest of the County and the general public will be served by the conveyance of the Property to the Service Area. The conveyance of the Property will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Interlocal Cooperation Agreement (“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’s interest in the Property via the quitclaim deed attached to the Agreement is hereby approved; and the Mayor and County Clerk are hereby authorized to execute the original quitclaim deed and to sign any other documents required to complete this transaction and to deliver the fully executed documents to the Real Estate Section for distribution to the Service Area in accordance with the terms and conditions of the Agreement.

APPROVED and ADOPTED this _____ day of _____, 2021.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Alvord voting	_____
Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Winder Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Stringham voting	_____
Council Member Theodore voting	_____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

Exhibit 1
Interlocal Cooperation Agreement

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made effective this ___ day of _____, 2021, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the "County"), and COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA, (the "Service Area").

RECITALS:

A. UTAH CODE ANN. § 11-13-202 and other provision 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 Service Area and the County are public agencies for purposes of the Act.

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

E. The Service Area maintains, manages and operates a public park located at 3133 East Banbury Rd, Cottonwood Heights, Utah, known as Banbury Park.

F. The County owns a parcel of real property adjacent to Banbury Park located at approximately 3099 East Banbury Road (Parcel No. 22-26-326-017) (the "Property"), which was conveyed to the County after the tax sale in 1987.

G. The County has permitted the Service Area to use the Property pursuant to a License to Use Property dated December 6, 2017.

H. Back taxes are owed to the Salt Lake County Assessor on the Property in the amount of \$160.59.

I. The County desires to transfer and convey the Property to the Service Area, and the Service Area desires to take and receive the Property 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 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 Property to the Service Area by executing and delivering to the Service Area a quitclaim deed (the "Deed"), the form of which is attached hereto as Exhibit A. The Service Area intends to maintain, manage, and

operate the Property as part of Banbury Park. Upon transfer, the Service Area shall be solely responsible for maintaining the Property and shall repair or replace improvements thereon as necessary to maintain its function and use.

Section 2. **Consideration.** County and Service Area agree that in consideration of the mutual benefit afforded the residents of Service Area and County and payment of the back taxes owned on the Property in the amount of \$160.59, the County will convey the Property to the Service Area as outlined above.

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 shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to real property contemplated by this Agreement shall so 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 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 Service Area's Executive Director 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 the terms of 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 Service Area, by resolution duly adopted by its Board, caused this Agreement to be signed by its Board chair; and the County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or her designee.

SALT LAKE COUNTY

By: Exhibit Only - Do Not Sign
Mayor or Designee

Recommended for Approval:

Director of Salt Lake County Parks and Recreation

Approved As To Form and Legality:

R. Christopher Preston, Deputy District Attorney

COTTONWOOD HEIGHTS PARKS AND RECREATION SERVICE AREA

By 
Bart Hopkin, Chair

Approved As To Form and Legality:


Rachel S. Anderson, Service Area Attorney

Exhibit A
To Interlocal Cooperation Agreement
Quitclaim Deed

4826-6292-6320, v. 1

Acknowledgment continued from previous page

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 being part of Lot 3 Brighton Hills No. 4 Subdivision recorded on July 23, 1975 as Entry No. 2727953 and described in that Tax Sale Deed recorded July 16, 1987, as Entry No. 4491912 in Book 5941, at Page 1408, in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 26, Township 2 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

COM AT NE COR LOT 3, BRIGHTON HILLS #4 SUB: N 89°36'44” W 50 FT; S 0°40’ E 41 FT, M OR L TO N LINE BANBURY ROAD; NE’LY ALG SD RD TO SE COR SD LOT 3; N 17.09 FT TO BEG 4326-0319

The above described parcel of land contains 1,465 square feet in area or 0.034 acre, more or less.

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

BASIS OF BEARINGS: The Basis of Bearing is N. 00°17’09” W. along the Quarter Section line between the South Quarter Corner and the Center Section Corner of said Section 26, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

EXHIBIT B

Bywater Park Estates Subdivision

22-26-177-013
Peter & Anne Scott TR
LOT 17

22-26-177-014
Kristy Bertelsen &
Kirk Chester

POB
NE Lot 3



22-26-326-016
Ron & Susan Bagley Living Trust
LOT 3

22-26-326-017
Salt Lake County
1,465 sq ft - 0.034 ac

22-26-330-016
Cottonwood Heights
Parks & Recreation
Service Area

22-26-326-015
C Family Revocable Trust
LOT 2

Banbury Road

Brighton Hills #4 Subdivision

3080
East

22-26-330-001
Jodi & David Schoeneck
LOT 4

22-26-330-002
Margo & Charles III Lewis
LOT 5

LEGEND	
	SUBJECT PARCEL LINE
	PARCEL/LOT LINE
	SECTION LINE
	SUBDIVISION LINE

LINE TABLE		
LINE #	LENGTH	BEARING
L1	50'	N89°36'44"W
L2	41" M/L	S00°40'E
L3	17.09'	NORTH

CURVE TABLE					
LINE #	LENGTH	RADIUS	DELTA	CH BEARING	CH LENGTH
C1	6.68'	800.414'	3°55'36"	N64°32'56"E	54.84'

22-26-328-025
Authur Benjamin Trust
LOT 38

No Scale

Page 3 of 3

Prepared By: KDS
Checked By: SVK

Date: 02/16/2021
Date: 02/16/2021

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

Salt Lake County to
Cottonwood Heights Parks & Recreation Service Area
22-26-326-017 Surplus Property
3099 East Banbury Road

Prepared for:
Salt Lake County Real Estate Division
Sec. 26, T. 2 S., R. 1 E., S.L.B. & M.
Work Order No. W021021105

