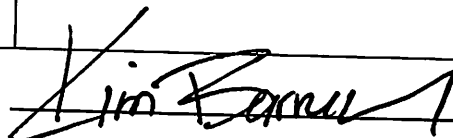


Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)	18 January 2017
--------------------------------------	------------------------

Date of Request	1-18-17
Requesting Staff Member	David Clemence, Real Estate Manager
Requested Council Date	1-24-17
Topic/Discussion Title	Property Surplus, Interlocal Agreement and Quit Claim Deed
Description	The subject property was originally intended to be conveyed to West Valley City as part of Cree Drive, but due to a faulty legal description it was inadvertently conveyed to the County via tax sale. West Valley City continues to operate and maintain Cree Drive as a local public street.
Requested Action¹	Consent Item Approval
Presenter(s)	David Clemence
Time Needed²	10 minutes
Time Sensitive³	n/a
Specific Time(s)⁴	n/a
Contact Name & Phone	David Clemence, Ext. 80373
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

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 WEST
VALLEY CITY AND THE ATTACHED QUITCLAIM DEED CONVEYING
THE SURPLUS REAL PROPERTY LOCATED ALONG CREE DRIVE

RECITALS

A. Salt Lake County (“County”) owns certain real property, identified as Parcel No. 14-36-251-036, located in West Valley City, Utah, which was conveyed to the County in 1989 via a tax deed (“Property”). The Property is located along Cree Drive in West Valley City.

B. West Valley City (the “City”) administers and maintains Cree Drive.

C. The Property was originally intended to be conveyed to the City as a 25-foot wide extension of Cree Drive, but some scrivener errors in the legal description caused the Roadway Property to be considered nonexempt taxable property and subject to tax sale.

D. The Property has little or no economic value beyond use for non-income-producing public purposes as a public right-of-way.

E. The County Real Estate Section recommends that the Property be conveyed to the City for no fee with the consideration for the transfer being that the Property was originally intended to be used as a public right-of-way and City’s agreement to use the Property only for public purposes as part of the public right-of-way for Cree Drive.

F. The City and the County have determined to enter into an Interlocal Cooperation Agreement providing that the County will deed the Property to the City for no fee.

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Property described in the Quitclaim Deed, a copy of which is attached as Exhibit A, is hereby declared surplus property.

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

IT IS FURTHER RESOLVED by the Salt Lake County Council that the transfer and conveyance of the Property by Quitclaim Deed to the City in accordance with the terms of the Interlocal Agreement is hereby approved; and the Mayor and County Clerk are hereby authorized to execute the original of said Quitclaim Deed, attached as Exhibit A and by this reference made a part of this Resolution, and to sign any other documents required to complete the conveyance of the Property to the City and to deliver the fully executed Quitclaim Deed to the County Real Estate Section for delivery to the City.

APPROVED and ADOPTED this _____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chair

ATTEST:

Sherrie Swensen

Salt Lake County Clerk

APPROVED AS TO FORM:

R. Christopher Preston
R. Christopher Preston
Deputy District Attorney
Date: 1/6/2017

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

Exhibit A
Quit Claim Deed

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-120
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

QUIT CLAIM DEED
Salt Lake County

Parcel No. 1:C
Tax Serial No. 14-36-251-036
Surveyor WO: SU20160408

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Quit Claim(s) to, WEST VALLEY CITY, a municipal corporation in the State of Utah, 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 Quit-Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 _____.

SALT LAKE COUNTY

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

By _____
MAYOR or DESIGNEE
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:

My Commission Expires: _____

NOTARY PUBLIC

Residing in: _____

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: _____

NOTARY PUBLIC

Residing in: _____

(EXHIBIT A)

An entire tract of land for road purposes conveyed to Salt Lake County per that Tax Sale Record recorded June 19, 1989 as Entry No. 4789193 in Book 6136, at Page 1550 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northeast Quarter of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said entire tract of land is described as follows:

Beginning at the southwest corner of said entire tract and the Northwest Corner of that parcel of land conveyed to Jeffrey F. Stout recorded August 12, 1998 as Entry No. 7055210 in Book 8063, at Page 2031 in the Office of said Recorder, which point is 1269.1 feet North and 110 feet East from the Center of said Section 36; thence North 25 feet along the West boundary line to the Northwest corner of said entire tract, thence East 90 feet along the North boundary line to the Northeast corner of said entire tract; thence South 25 feet along the East boundary line to the Southeast corner of said entire tract and a westerly extension of the southerly right-of-way line of Cree Drive as established by the Westward Terrace No. 10 Subdivision recorded as Entry No. 3079256 in Book 78-3, at Page 89 in the Office of said Recorder; thence West 90 feet along the South boundary line of said entire tract and said westerly extension of the southerly right-of-way line of Cree Drive to the **Point of Beginning**.

The above described parcel of land contains 2,250 square feet in area or 0.052 acres, more or less.

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

BASIS OF BEARINGS: The basis of bearing is North between the Center of Section 36 and the North Quarter Corner of said Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT "B"

KEVIN E HOLT
14-36-201-018

MONTE D. THOMPSON
14-36-201-037

EAST 90'

NORTH 25'

SALT LAKE COUNTY
14-36-251-036

SOUTH 25'

JOHN R. SCHNEIDER
14-36-251-045

WEST 90'




POB

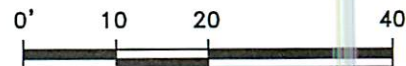
JEFFREY F. STOUT
14-36-251-037

WESTERLY EXTENSION OF
THE SOUTHERLY
RIGHT-OF-WAY LINE
OF CREE DRIVE

TIMOTHY R. MCGONIGAL
14-36-251-002

LEGEND

-  PARCEL BOUNDARY
-  CREE DRIVE RIGHT-OF-WAY EXTENDED
-  ADJACENT PARCEL LINE



Scale in Feet

1"=20'



WEST VALLEY CITY
Quit Claim Deed for Road Purposes
5183 West Cree Drive

Prepared for:
Salt Lake County Real Estate

Sec. 36, T.1S, R.2W, S.L.B.&M.
Work Order No. SU20160408

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
Interlocal Cooperation Agreement

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective _____, 2016, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **WEST VALLEY CITY**, 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. The County acquired title certain real property located at approximately 5183 West Cree Drive, West Valley City, Utah, identified as Parcel No. 14-36-251-036, in 1989 via a tax deed (the "*Property*").

E. The Property was originally intended to be conveyed to the City as a 25-foot wide extension of Cree Drive, but some scrivener errors in the legal description caused the Property to be considered nonexempt taxable property and subject to tax sale.

F. The County is willing to convey the Property to the City to be used as it was intended as part of the public right-of-way. County records indicate that there is no current tax liability associated with the Property.

G. Given these facts, the County and the City have agreed to transfer and convey to City the Property for no fee on the condition that the Property be used for the public right of way. The Property to be deeded to the City is described in Exhibit A attached hereto.

F. 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 a quitclaim deed (the "*Deed*") in substantially the form attached hereto as Exhibit B.

Section 2. **Consideration.** The Property was originally intended to be used as part of the public right-of-way. In recognition of this fact and the fact that the City will continue to administer and maintain the Property as part of the public right-of-way following its conveyance to City, no additional consideration shall be due from the City to the County hereunder.

Section 3. **Use Restriction.** The Property shall be used only for public purposes as part of the public right-of-way for Cree Drive.

Section 4. **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 5. **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 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 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: _____
Mayor or Designee

Approved As To Form and Legality:

R. Christopher Preston

R. Christopher Preston, Deputy District Attorney

Date: 12/9/2016

WEST VALLEY CITY, a Utah municipal corporation



ATTEST:

Michelle Coman
West Valley City Recorder

By Ron Bigelow
Mayor Ron Bigelow or Designee

Approved As To Form and Legality:

[Signature]
West Valley City Attorney
Date: 11/10/16

2016

Exhibit A

To Interlocal Cooperation Agreement

(Description of Property)

An entire tract of land for road purposes conveyed to Salt Lake County per that Tax Sale Record recorded June 19, 1989 as Entry No. 4789193 in Book 6136, at Page 1550 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northeast Quarter of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said entire tract of land is described as follows:

Beginning at the southwest corner of said entire tract and the Northwest Corner of that parcel of land conveyed to Jeffrey F. Stout recorded August 12, 1998 as Entry No. 7055210 in Book 8063, at Page 2031 in the Office of said Recorder, which point is 1269.1 feet North and 110 feet East from the Center of said Section 36; thence North 25 feet along the West boundary line to the Northwest corner of said entire tract, thence East 90 feet along the North boundary line to the Northeast corner of said entire tract; thence South 25 feet along the East boundary line to the Southeast corner of said entire tract and a westerly extension of the southerly right-of-way line of Cree Drive as established by the Westward Terrace No. 10 Subdivision recorded as Entry No. 3079256 in Book 78-3, at Page 89 in the Office of said Recorder; thence West 90 feet along the South boundary line of said entire tract and said westerly extension of the southerly right-of-way line of Cree Drive to the **Point of Beginning**.

The above described parcel of land contains 2,250 square feet in area or 0.052 acres, more or less.

BASIS OF BEARINGS: The basis of bearing is North between the Center of Section 36 and the North Quarter Corner of said Section 36. Township 1 South, Range 2 West, Salt Lake Base and Meridian.

Exhibit B
To Interlocal Cooperation Agreement
(Quitclaim Deed)

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-120
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

QUIT CLAIM DEED
Salt Lake County

Parcel No. 1: C
Tax Serial No. 14-36-251-036
- Surveyor WO: SU20160408

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Quit Claim(s) for roadway purposes (known as Cree Drive) to, WEST VALLEY CITY, a municipal corporation in the State of Utah, 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 Quit-Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 _____

SALT LAKE COUNTY

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

By _____
MAYOR or DESIGNEE
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:

My Commission Expires: _____

NOTARY PUBLIC

Residing in: _____

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: _____

NOTARY PUBLIC

Residing in: _____

(EXHIBIT A)

An entire tract of land conveyed to Salt Lake County per that Tax Sale Record recorded June 19, 1989 as Entry No. 4789193 in Book 6136, at Page 1550 in the Office of the Salt Lake County Recorder; said entire tract is located in the Northeast Quarter of Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said entire tract of land is described as follows:

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The above described parcel of land contains 2,250 square feet in area or 0.052 acres, more or less.

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

BASIS OF BEARINGS: The basis of bearing is North between the Center of Section 36 and the North Quarter Corner of said Section 36, Township 1 South, Range 2 West, Salt Lake Base and Meridian.

EXHIBIT "B"

KEVIN E HOLT
14-36-201-018

MONTE D. THOMPSON
14-36-201-037

EAST 90'

NORTH 25'

SALT LAKE COUNTY
14-36-251-036

SOUTH 25'

JOHN R. SCHNEIDER
14-36-251-045

WEST 90'




POB

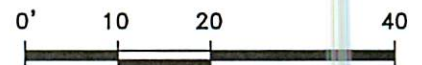
JEFFREY F. STOUT
14-36-251-037

WESTERLY EXTENSION OF
THE SOUTHERLY
RIGHT-OF-WAY LINE
OF CREE DRIVE

TIMOTHY R. MCGONIGAL
14-36-251-002

LEGEND

-  PARCEL BOUNDARY
-  CREE DRIVE RIGHT-OF-WAY EXTENDED
-  ADJACENT PARCEL LINE



Scale in Feet

1"=20'



WEST VALLEY CITY
Quit Claim Deed for Road Purposes
5183 West Cree Drive

Prepared for:
Salt Lake County Real Estate

Sec. 36, T.1S, R.2W, S.L.B.&M.
Work Order No. SU20160408

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