

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)	12 April 2017
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Date of Request	4-11-17
Requesting Staff Member	David Clemence, Real Estate Manager
Requested Council Date	4-18-17
Topic/Discussion Title	Tax Deed Sale
Description	The subject property was acquired by the County at the 2001 tax sale. This 0.004 acre parcel is located within the jurisdictional boundaries of Herriman City and is intended to be part of Herriman's master-planned Rose Canyon Road right of way. Staff has no plans to use this property now or in the future.
Requested Action¹	Consent Item Approval
Presenter(s)	David Clemence
Time Needed²	10 minutes
Time Sensitive³	Yes
Specific Time(s)⁴	
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. _____

ADOPTED _____, 2017

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING
SURPLUS REAL PROPERTY, AUTHORIZING THE EXECUTION OF AN
INTERLOCAL AGREEMENT FOR THE CONVEYANCE OF SURPLUS
COUNTY PROPERTY, AND APPROVING CONVEYANCE OF THE
SURPLUS REAL PROPERTY BY QUITCLAIM DEED TO HERRIMAN CITY

RECITALS

A. In 2001, Salt Lake County (the “County”) obtained title by tax deed to a small parcel of real property totaling approximately 0.004 acres, located at approximately 7198 West Rose Canyon Road, Herriman, Utah, also known as Parcel No. 32-10-101-005 (the “Property”).

B. Rose Canyon Road is built across a portion of the Property, and at this location, Rose Canyon Road is within the jurisdiction of Herriman City (the “City”).

C. The City has offered in writing to purchase the County’s interest in the Property for the County’s minimum real estate sale fee of \$150.00, which will be used to pay any applicable back taxes and administrative fees owed on the Property.

D. Because the Property has no use to the County and will be placed in public use by the City, the Salt Lake County Real Estate Section has determined that payment of the minimum real estate sale fee of \$150.00 is full and adequate consideration for the conveyance of the County’s interest in the Property.

E. 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.

F. It has been determined that the best interest of the County and the general public will be served by the sale and conveyance of the County’s interest in the Property for the sum of \$150.00. The sale and conveyance 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 real property constituting the Property to be conveyed to the City be and the same is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and conveyance of said parcel of real property by quitclaim deed to the City for the agreed consideration, as provided in the Interlocal Agreement attached hereto as Exhibit A and by this reference made a part of this Resolution, is hereby approved; and the Mayor is hereby authorized to execute the original of said Interlocal Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized consistent with the terms of the Interlocal Agreement to execute the Quitclaim deed, attached hereto as Exhibit B and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real Estate Section for delivery to the City upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

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	_____

APPROVED AS TO FORM:

R. Christopher Preston
R. Christopher Preston
Deputy District Attorney
Date: 3/28/2017

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective _____, 2017, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **HERRIMAN CITY**, a municipal corporation of the State of Utah (the "*City*").

R E C I T A L S:

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 County and the City 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. In 2001, the County acquired title by tax deed to a parcel of real property totaling approximately 0.04 acres located at approximately 7198 West Rose Canyon Road, Herriman, Utah, also known as Parcel No. 32-10-101-005 (the "*Property*"). The Property is not in public use by the County.

E. Rose Canyon Road is built over a portion of the Property and at this location, is within the jurisdiction of the City.

F. The City has agreed to purchase the County's interest in the Property for the amount of \$150.00 which is the County's minimum real estate sale fee and which will cover any applicable back taxes and administrative fees.

G. Pursuant to UTAH CODE ANN. § 59-2-1351.5, the Property may be disposed of for a price and upon terms approved by the County Council. The price and terms offered by the City for the Property have been determined to be fair and adequate consideration for the Property by the Salt Lake County Real Estate Section.

A G R E E M E N T:

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 GRANT

Section 1. **Grant.** The County hereby agrees to grant and convey to the City all of its rights, title and interest in the Property via a Quitclaim deed, attached hereto as Exhibit A.

ARTICLE 2 CONSIDERATION

Section 2. **Consideration.** The City agrees to pay the County's minimum real estate sale fee of \$150.00, which has been determined to be fair consideration for the Property by the Salt Lake County Real Estate Section. City hereby agrees that it will continue to use the Property as part of the public right of way for Rose Canyon Road. The County and the City agree that in consideration of the mutual benefit afforded the citizens of the City and the County from this grant and the exchange of agreed upon consideration in the amount of \$150.00 in accordance with Section 11-13-214 of the Interlocal Cooperation Act and Section 59-2-1351.5 of the Property Tax Act, the County shall convey the Property to the City as outlined herein. No other consideration shall pass between the County and the City unless stated herein.

ARTICLE 3 DURATION AND TERMINATION

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 delivery of the Quit Claim Deed attached hereto as 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.

ARTICLE 4 ADDITIONAL PROVISIONS

Section 4 **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) 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 designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(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. The 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) 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.

(p) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, *et seq.*, therefore, consistent with the terms of the 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 Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(q) 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 contract upon an 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 Salt Lake 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 Salt Lake County ordinances.

(r) 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 is 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, 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

HERRIMAN CITY

By: Budgie Woods
Mayor or Designee

ATTEST:

[Signature]
City Recorder

Approved as to Form and Legality:

Attorney for Herriman City
Date 3/6/2017



Exhibit A

(Quit Claim Deed)

WHEN RECORDED, MAIL TO:

Parcel No. 32-10-101-005

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quitclaims to HERRIMAN CITY, a Utah municipal corporation, Grantee, of Salt Lake County, State of Utah, for good and valuable consideration, the receipt of which is hereby acknowledged, the following described tracts of land in Salt Lake County, Utah, to wit:

Beginning South 0°28'51" West 695.54 Feet from the Northwest Corner of Section 10, Township 4S, Range 2W, Salt Lake Base & Meridian, thence South 0°28'51" West 27.11 feet; thence North 67°42'18" East 13.78 feet; thence North 22°17'42" West 25 feet; thence South 67°42'18" West 3.28 feet more or less to the point of beginning.

Contains approximately 0.004 acres

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 _____, 2017.

SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

[NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGE]

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

On this ____ day of _____, 2017, 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.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

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

On this ____ day of _____, 2017, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Quit Claim Deed was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

VTDI 32-10-101-005-0000 DIST 70		TOTAL ACRES	0.01
SALT LAKE COUNTY	TAX CLASS	REAL ESTATE	100
	OE	BUILDINGS	0
% REAL ESTATE DEPT # S3200	UPDATE	TOTAL VALUE	0
PO BOX 144575	LEGAL		
	PRINT V		
SALT LAKE CITY UT	NO:		
841144575	EDIT 1	FACTOR BYPASS	
LOC: 7198 W ROSE CANYON RD	EDIT 0	BOOK 08472 PAGE 8185	DATE 06/28/2001
SUB: SEC 10 TWNSHP 4S RNG 2W		TYPE SECT PLAT	
01/26/2017 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY			
BEG S 0-28'51" W 695.54 FT FR NW COR SEC 10, T 4S, R 2W,			
SLM; S 0-28'51" W 27.11 FT; N 67-42'18" E 13.78 FT; N 22-17'			
42" W 25 FT; S 67-42'18" W 3.28 FT M OR L TO BEG. 0.004 AC			
5409-1565 6610-2914 7152-2392			

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV



SALT LAKE COUNTY TREASURER
2001 South State Street - N1200
Salt Lake City, Utah 84190-1250
(801) 468-3400

7933108

7933108
06/27/2001 11:24 AM NO FEE
Book - 8472 Pg - 8185
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO AUDITOR
BY: RDJ, DEPUTY - MT 1 P.

TAX SALE RECORD

HAMILTON, BLAINE R; TR
P O BOX 112
DECLD ID 83323

PARCEL #: 32-10-101-005-0000
LOCATION: 7198 W ROSE CANYON RD
TYPE: 202 GENERAL PROPERTY

DESC: BEG S 0°28'51" W 695.54 FT FR NW COR SEC 10, T 4S, R 2W,
SLM; S 0°28'51" W 27.11 FT; N 67°42'18" E 13.78 FT; N 22°17'
42" W 25 FT; S 67°42'18" W 3.28 FT M OR L TO BEG. 0.004 AC
5409-1565 6610-2914

YEAR DST	TAXES	PENALTY	FEE	INTEREST	PERIOD	RATE	INTEREST	SUBTOTAL
1996 41	6.44	10.00	0.00	01011997-05232001	.1100	7.95	24.39	
1997 44C	6.72	10.00	0.00	01011998-05232001	.1100	6.24	22.96	
1998 44C	6.32	10.00	0.00	01011999-05232001	.1050	4.10	20.42	
1999 44C	7.24	10.00	0.00	01012000-05232001	.1100	2.64	19.88	
2000 44C	7.67	10.00	0.00	01012001-05232001	.1200	0.83	18.50	
TAXES, PENALTIES, AND INTEREST								106.15
TAX SALE ADMINISTRATIVE FEE								250.00
TOTAL DUE								356.15

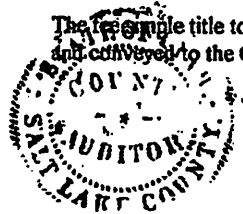
THE TAX SALE RECORD REFLECTS THE DELINQUENT TAX (INCLUDING PENALTY, INTEREST, FEES AND ANY ATTACHMENTS) FOR THE PARCEL INDICATED AS OF THE DATE OF TAX SALE, 5/24/2001. THE OWNER CAN REDEEM THE PROPERTY BY PAYING THE TOTAL DUE IN CERTIFIED FUNDS ON OR BEFORE 5/24/2001. PAYMENT OF DELINQUENT TAX PRIOR TO TAX SALE BY ANY OTHER PARTY WILL NOT EFFECT A CHANGE IN OWNERSHIP. ADDITIONAL INFORMATION AND DOCUMENTATION SUPPLEMENTING THIS TAX RECORD IS AVAILABLE AT THE OFFICE OF THE SALT LAKE COUNTY TREASURER.

LARRY W. RICHARDSON
TREASURER, SALT LAKE COUNTY, UT

PIRDB230

AUDITORS ENDORSEMENT OF TAX DEED PROPERTY

The fee simple title to the property described in this entry was on the 24th day of May 2001, sold and conveyed to the County of Salt Lake in payment of general taxes charged against the same.

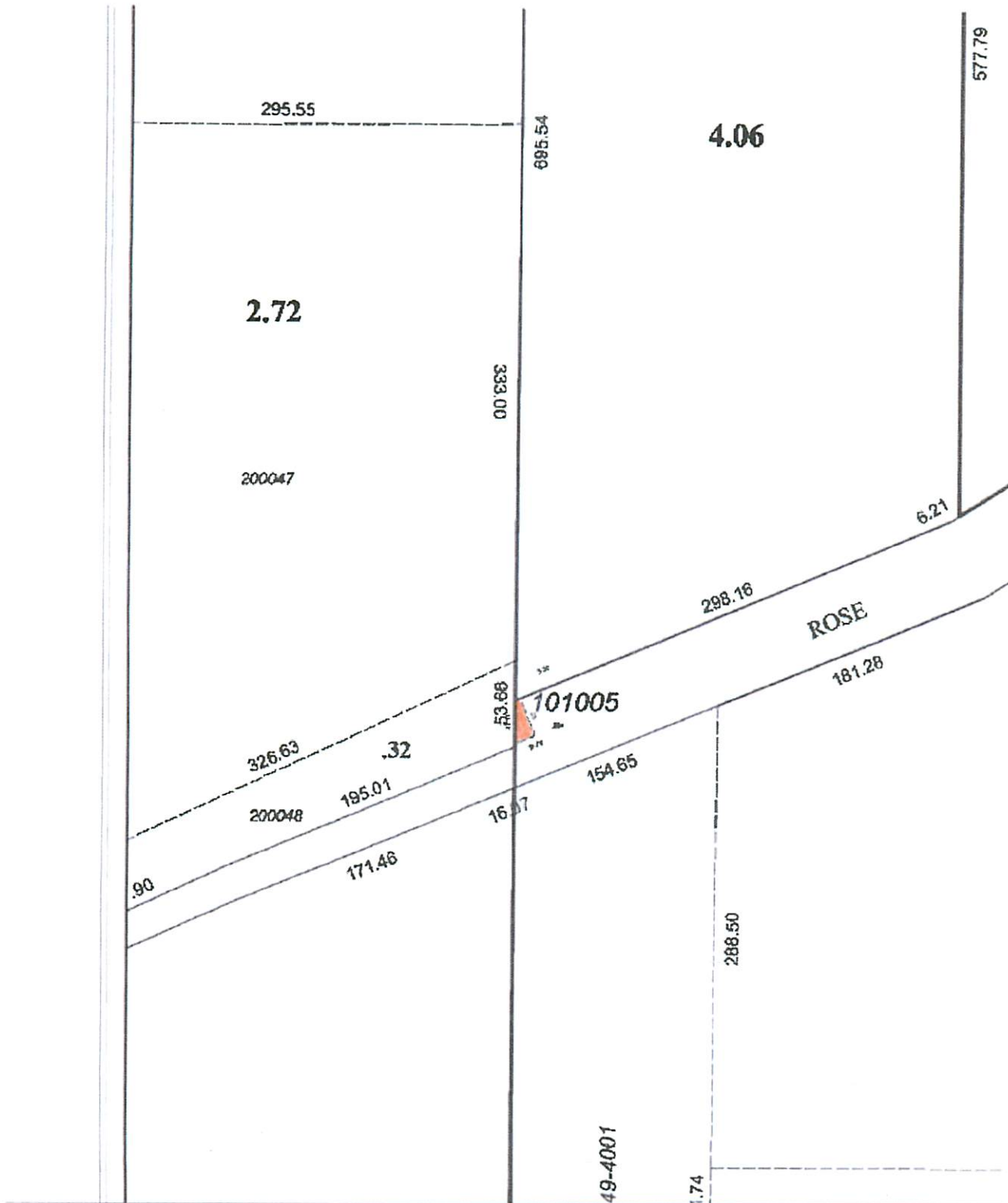


Wanda M. Reed
Deputy County Auditor

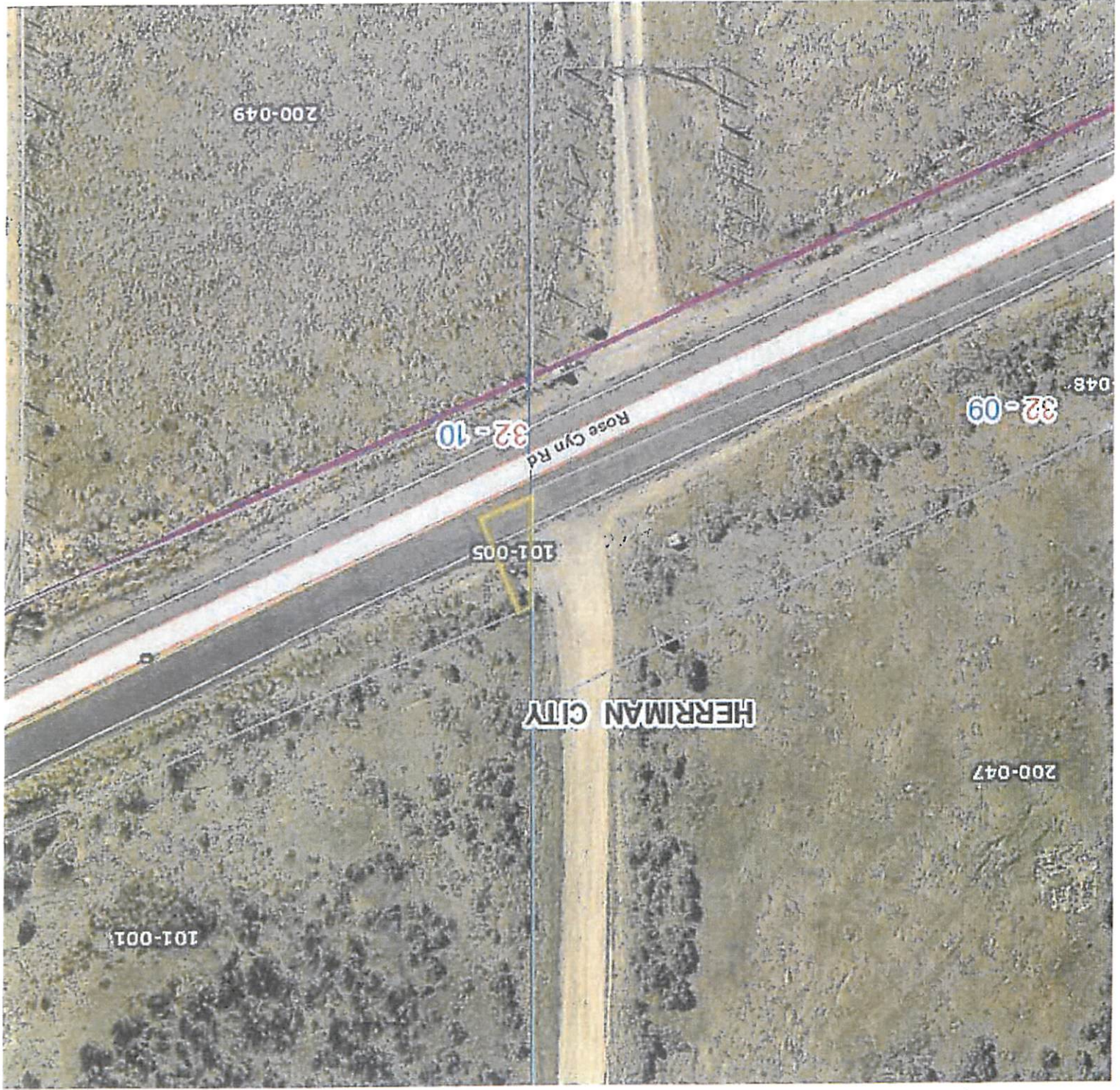
BK8472P8185

Gary Ladle

From: Gary Ladle
Sent: Wednesday, January 25, 2017 8:39 AM
To: Gary Ladle
Subject: Sent from Snipping Tool



5



200-049

32-10

Rose Cyn Rd

32-09

048

101-005

HERRIMAN CITY

200-047

101-001

Interlocal Cooperation Agreement

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G. Pursuant to UTAH CODE ANN. § 59-2-1351.5, the Property may be disposed of for a price and upon terms approved by the County Council. The price and terms offered by the City for the Property have been determined to be fair and adequate consideration for the Property by the Salt Lake County Real Estate Section.

A G R E E M E N T:

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 GRANT

Section 1. **Grant.** The County hereby agrees to grant and convey to the City all of its rights, title and interest in the Property via a Quitclaim deed, attached hereto as Exhibit A.

ARTICLE 2 CONSIDERATION

Section 2. **Consideration.** The City agrees to pay the County's minimum real estate sale fee of \$150.00, which has been determined to be fair consideration for the Property by the Salt Lake County Real Estate Section. City hereby agrees that it will continue to use the Property as part of the public right of way for Rose Canyon Road. The County and the City agree that in consideration of the mutual benefit afforded the citizens of the City and the County from this grant and the exchange of agreed upon consideration in the amount of \$150.00 in accordance with Section 11-13-214 of the Interlocal Cooperation Act and Section 59-2-1351.5 of the Property Tax Act, the County shall convey the Property to the City as outlined herein. No other consideration shall pass between the County and the City unless stated herein.

ARTICLE 3 DURATION AND TERMINATION

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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.

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(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 designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.

(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. The 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) 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.

(p) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, *et seq.*, therefore, consistent with the terms of the 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 Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

1. The first part of the paper is devoted to a general discussion of the problem.

2. In the second part, we consider the case of a single particle.

3. The third part is devoted to the case of a system of particles.

4. In the fourth part, we consider the case of a continuous medium.

5. The fifth part is devoted to the case of a system of continuous media.

6. In the sixth part, we consider the case of a system of particles and continuous media.

7. The seventh part is devoted to the case of a system of particles and continuous media.

8. In the eighth part, we consider the case of a system of particles and continuous media.

9. The ninth part is devoted to the case of a system of particles and continuous media.

10. In the tenth part, we consider the case of a system of particles and continuous media.

11. The eleventh part is devoted to the case of a system of particles and continuous media.

12. In the twelfth part, we consider the case of a system of particles and continuous media.

13. The thirteenth part is devoted to the case of a system of particles and continuous media.

(q) 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 contract upon an 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 Salt Lake 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 Salt Lake County ordinances.

(r) 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 is 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, 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

HERRIMAN CITY

By: Darrell Wood
Mayor or Designee

ATTEST:

[Signature]
City Recorder

Approved as to Form and Legality:

[Signature]
Attorney for Herriman City
Date 3/6/2017



Exhibit A

(Quit Claim Deed)

WHEN RECORDED, MAIL TO:

Parcel No. 32-10-101-005

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quitclaims to HERRIMAN CITY, a Utah municipal corporation, Grantee, of Salt Lake County, State of Utah, for good and valuable consideration, the receipt of which is hereby acknowledged, the following described tracts of land in Salt Lake County, Utah, to wit:

Beginning South 0°28'51" West 695.54 Feet from the Northwest Corner of Section 10, Township 4S, Range 2W, Salt Lake Base & Meridian, thence South 0°28'51" West 27.11 feet; thence North 67°42'18" East 13.78 feet; thence North 22°17'42" West 25 feet; thence South 67°42'18" West 3.28 feet more or less to the point of beginning.

Contains approximately 0.004 acres

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 _____, 2017.

SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

[NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2017, 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.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2017, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Quit Claim Deed was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

VTDI 32-10-101-005-0000 DIST 70		TOTAL ACRES	0.01
SALT LAKE COUNTY	TAX CLASS	REAL ESTATE	100
	OE	BUILDINGS	0
% REAL ESTATE DEPT # S3200		TOTAL VALUE	0
PO BOX 144575	NO:		
SALT LAKE CITY UT	841144575	EDIT 1	FACTOR BYPASS
LOC: 7198 W ROSE CANYON RD	EDIT 0	BOOK 08472	PAGE 8185 DATE 06/28/2001
SUB: SEC 10 TOWNSHIP 4S RANG 2W			TYPE SECT PLAT
01/26/2017 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY			
BEG S 0-28'51" W 695.54 FT FR NW COR SEC 10, T 4S, R 2W,			
SLM; S 0-28'51" W 27.11 FT; N 67-42'18" E 13.78 FT; N 22-17'			
42" W 25 FT; S 67-42'18" W 3.28 FT M OR L TO BEG. 0.004 AC			
5409-1565 6610-2914 7152-2392			

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV



SALT LAKE COUNTY TREASURER
2001 South State Street - N1200
Salt Lake City, Utah 84190-1250
(801) 468-3400

7933108

7933108
06/27/2001 11:24 AM NO FEE
Book - 8472 Pg - 8185
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SI CO AUDITOR
BY: ROJ. DEPUTY - WJ 1 P.

TAX SALE RECORD

HAMILTON, BLAINE R; TR
P O BOX 112
DECLD ID 83323

PARCEL #: 32-10-101-005-0000
LOCATION: 7198 W ROSE CANYON RD
TYPE: 202 GENERAL PROPERTY

DESC: BEG S 0°28'51" W 695.84 FT FR NW COR SEC 10, T 4S, R 2W,
SLM; S 0°28'51" W 27.11 FT; N 67°42'18" E 13.78 FT; N 22°17'
42" W 25 FT; S 67°42'18" W 8.28 FT N OR L TO BEG. 0.004 AC
5409-1565 6610-2914

YEAR DST	TAXES	PENALTY	FEE	INTEREST	PERIOD	RATE	INTEREST	SUBTOTAL
1996 41	6.44	10.00	0.00	01011997-05232001		.1100	7.95	24.39
1997 44C	6.72	10.00	0.00	01011998-05232001		.1100	6.24	22.96
1998 44C	6.32	10.00	0.00	01011999-05232001		.1050	4.10	20.42
1999 44C	7.24	10.00	0.00	01012000-05232001		.1100	2.64	19.88
2000 44C	7.67	10.00	0.00	01012001-05232001		.1200	0.83	18.50

TAXES, PENALTIES, AND INTEREST 106.15

TAX SALE ADMINISTRATIVE FEE 250.00
TOTAL DUE 356.15

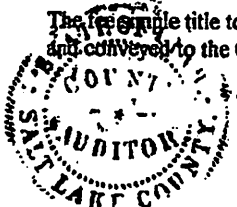
THE TAX SALE RECORD REFLECTS THE DELINQUENT TAX (INCLUDING PENALTY, INTEREST, FEES AND ANY ATTACHMENTS) FOR THE PARCEL INDICATED AS OF THE DATE OF TAX SALE, 5/24/2001. THE OWNER CAN REDEEM THE PROPERTY BY PAYING THE TOTAL DUE IN CERTIFIED FUNDS ON OR BEFORE 5/24/2001. PAYMENT OF DELINQUENT TAX PRIOR TO TAX SALE BY ANY OTHER PARTY WILL NOT EFFECT A CHANGE IN OWNERSHIP. ADDITIONAL INFORMATION AND DOCUMENTATION SUPPLEMENTING THIS TAX RECORD IS AVAILABLE AT THE OFFICE OF THE SALT LAKE COUNTY TREASURER.

LARRY W. RICHARDSON
TREASURER, SALT LAKE COUNTY, UT

PIRDB230

AUDITORS ENDORSEMENT OF TAX DEED PROPERTY

The fee simple title to the property described in this entry was on the 24th day of May 2001, sold and conveyed to the County of Salt Lake in payment of general taxes charged against the same.



Wanda W. Reed
Deputy County Auditor

BK8472PG8185



SALT LAKE COUNTY TREASURER
2001 South State Street - N1200
Salt Lake City, Utah 84190-1250
(801) 468-3400

7933108

TAX SALE RECORD

7933108
06/27/2001 11:24 AM NO FEE
Back - 0472 Pg - 8185
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SEAL AUDITOR
BY: ROJ, DEPUTY - 401 P.

HAMILTON, BLAINE R; TR
P O BOX 112
DECLD ID 83323

PARCEL #: 32-10-101-005-0000
LOCATION: 7198 W ROSE CANYON RD
TYPE: 202 GENERAL PROPERTY

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TAXES, PENALTIES, AND INTEREST 106.15

TAX SALE ADMINISTRATIVE FEE 250.00
TOTAL DUE 356.15

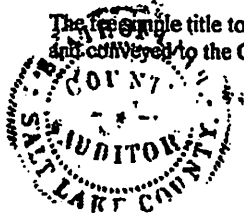
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LARRY W. RICHARDSON
TREASURER, SALT LAKE COUNTY, UT

FIRDB230

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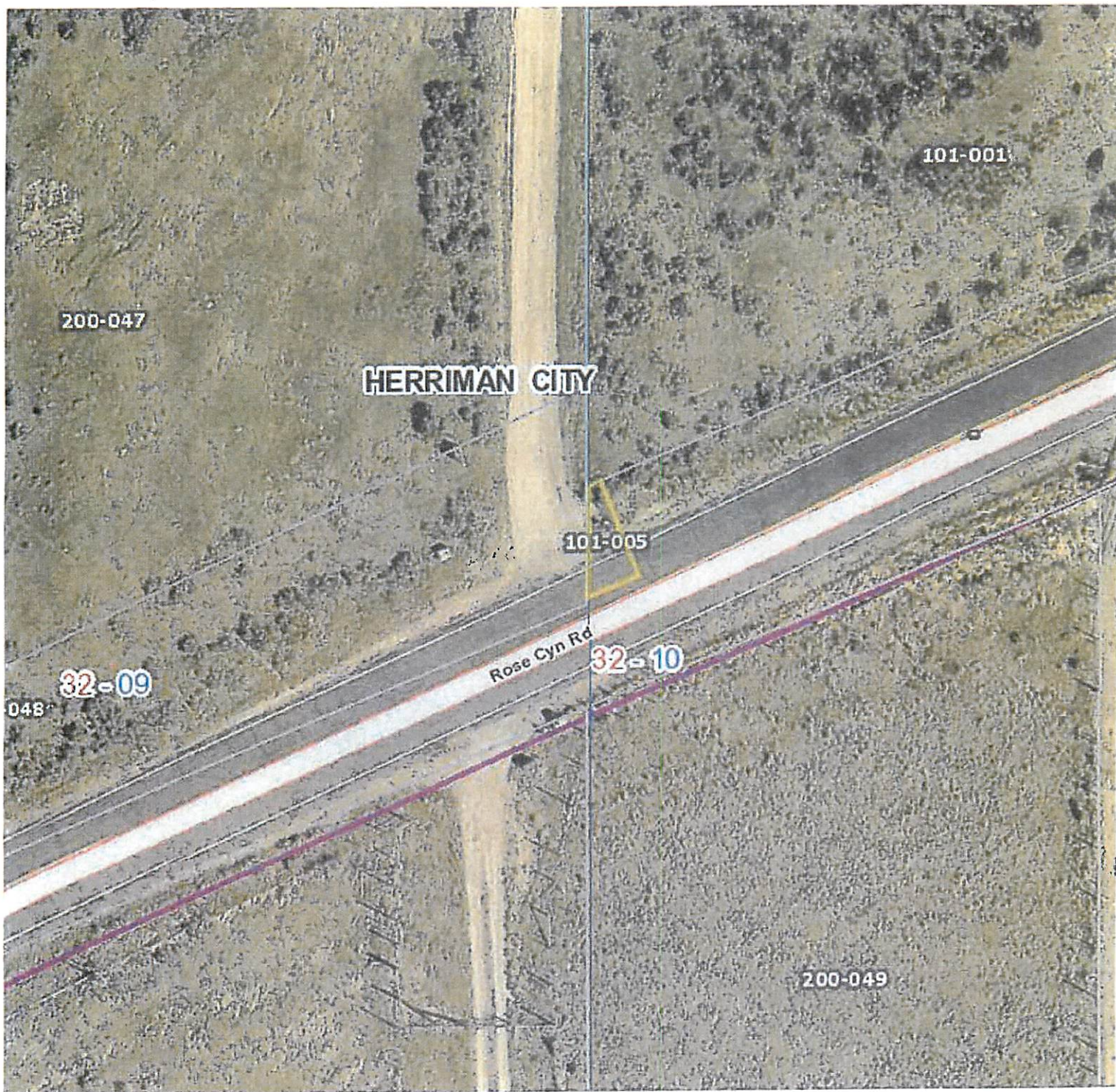
Wanda W. Reed
Deputy County Auditor

BK8472P68185

Gary Ladle

From: Gary Ladle
Sent: Wednesday, January 25, 2017 8:39 AM
To: Gary Ladle
Subject: Sent from Snipping Tool





200-047

101-001

HERRIMAN CITY

101-005

Rose Cyn Rd

82-09

32-10

048

200-049

EXHIBIT B
QUITCLAIM DEED

WHEN RECORDED, MAIL TO:

Parcel No. 32-10-101-005

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quitclaims to HERRIMAN CITY, a Utah municipal corporation, Grantee, of Salt Lake County, State of Utah, for good and valuable consideration, the receipt of which is hereby acknowledged, the following described tracts of land in Salt Lake County, Utah, to wit:

Beginning South 0°28'51" West 695.54 Feet from the Northwest Corner of Section 10, Township 4S, Range 2W, Salt Lake Base & Meridian, thence South 0°28'51" West 27.11 feet; thence North 67°42'18" East 13.78 feet; thence North 22°17'42" West 25 feet; thence South 67°42'18" West 3.28 feet more or less to the point of beginning.

Contains approximately 0.004 acres

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 _____, 2017.

SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

[NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGE]

APPROVED AS TO FORM
District Attorney's Office

By: R. Christopher Preston
Attorney

R. CHRISTOPHER PRESTON

Date: 3/28/2017

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2017, 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.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2017, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Quit Claim Deed was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

NOTARY PUBLIC
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