

## 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.*

|                                      |  |
|--------------------------------------|--|
| <b>Date Received</b><br>(office use) |  |
|--------------------------------------|--|

|                                     |   |
|-------------------------------------|---|
| <b>Date of Request</b>              | November 6, 2017  |
| <b>Requesting Staff Member</b>      | Allison Weyher  |
| <b>Requested Council Date</b>       | Next Available  |
| <b>Topic/Discussion Title</b>       | Approval of Resolution authorizing dedication of surplus property, preparation of a road plat, paying back taxes and paving roads in Camp Kearns.   |
| <b>Description</b>                  | <p>This Resolution authorizes construction of the roads in accordance with previously approved plans. The construction bids have been received, are within budget, but the contract cannot be awarded without the Council approving this Resolution.</p> <p>Approval of Resolution authorizing dedication of surplus property, preparation of a road plat, paying back taxes and paving roads in Camp Kearns.</p> |
| <b>Requested Action<sup>1</sup></b> | Approval of Resolution  |
| <b>Presenter(s)</b>                 | Alison Weyher, senior policy advisor, Public Works and Municipal Services   |
| <b>Time Needed<sup>2</sup></b>      | Consent Agenda – or 5 minute discussion   |
| <b>Time Sensitive<sup>3</sup></b>   | Yes – the construction contract cannot be awarded without this approval.  |
| <b>Specific Time(s)<sup>4</sup></b> | No  |

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


<sup>2</sup> Assumed to be 10 minutes unless otherwise specified.

<sup>3</sup> Urgency that the topic to scheduled on the requested date.

<sup>4</sup> If important to schedule at a specific time, list a few preferred times.

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:

A handwritten signature in blue ink, appearing to read "Michael Graham", is written over a horizontal line.



November 6, 2017

Steve DeBry, Chair  
Salt Lake County Council  
2001 South State Street  
Salt Lake City, UT

Dear Councilmember DeBry:

Attached please find a Resolution authorizing "the execution of a road dedication plat agreement for the dedication and construction of roads in an area known as Camp Kearns".

This Resolution is the next step in the process to pave the dirt roads in Camp Kearns. All property owners have signed the agreements to enter and construct, dedicate property (if needed), and sign the Road Dedication Plat when it is completed.

This Resolution:

1. Authorizes construction of the roads.
2. Preparation and recording of a Road Dedication Plat.
3. Payment of back taxes on County owned parcels of approximately \$19,000. These funds have been allocated in the project budget.
4. Dedication of County owned property to the road right of way as needed.

In addition, there will be small amounts of surplus County owned property that are excess right of way. Once the road is constructed, we will come back to the Council to ask that these parcels be transferred to the appropriate adjacent property owners.

Please do not hesitate to call me if you have further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alison A. Weyher', with a long horizontal flourish extending to the right.

Alison A. Weyher  
Senior Policy Advisor

Encl.



**Ralph Chamness**  
Chief Deputy  
Civil Division

**Lisa Ashman**  
Administrative  
Operations

**SIM GILL**  
DISTRICT ATTORNEY

**Jeffrey William Hall**  
Chief Deputy  
Justice Division

**Blake Nakamura**  
Chief Deputy  
Justice Division

MEMORANDUM

TO: Alison Weyher

FROM: Chris Preston

DATE: November 9, 2017

SUBJECT: Camp Kearns Project

Attached for your disposition are the (1) Resolution, and (2) a copy of the Road Dedication Plat Agreement with signature pages attached.

Should you have questions regarding the attached, please feel free to contact me.

RESOLUTION NO. \_\_\_\_\_

DATE \_\_\_\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING  
EXECUTION OF A ROAD DEDICATION PLAT AGREEMENT FOR THE  
DEDICATION AND CONSTRUCTION OF ROADS IN AN AREA KNOWN AS  
CAMP KEARNS

RECITALS

A. Salt Lake County (the “County”) owns several parcels of real property within an area of the Kearns Metro Township known as Camp Kearns.

B. After World War II, Camp Kearns was sold to various commercial interests; however, the roads in Camp Kearns, though heavily used, remained unimproved. Much of the area where the roads are located was eventually struck to the County at tax sale.

C. The County has been in discussions with all of the property owners adjacent to the roads in Camp Kearns (“Camp Kearns Owners”) to discuss improving the roads within Camp Kearns.

D. The County and the Camp Kearns Owners have agreed to cooperate in the preparation and recording of a road dedication plat (“Plat”) to formally dedicate and designate the roads as public rights-of-way and to grant permission for the construction of roads within the right of way funded by the County to pave and improve the unimproved roads within Camp Kearns (“Project”).

E. As part of this Project, the County and some of the Camp Kearns Owners need to dedicate property as part of the right of way, and a Road Dedication Plat Agreement (“Agreement”) has been prepared to document this agreement between the County and the Camp Kearns Owners.

F. In accordance with the negotiated terms of the Agreement, the County will permit those portions of the tax deed parcels that are located within the proposed right of way to be

dedicated to the public for use as public roads as part of the Plat in accordance with the Agreement, including portions of Parcel Nos. 20-12-127-014, 20-12-126-019, 20-12-201-005, and 20-12-251-015 (“County Tax Portions”).

G. The outstanding tax obligation owed on the County Tax Portions is \$19,390.58. Salt Lake County will pay this amount to clear the outstanding tax obligation.

H. These proceeds will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

I. Additionally, the County will permit all other property it owns within the area to be dedicated to the public for use as public roads as part of the Plat in accordance with the Agreement, including Parcel Nos. 20-12-102-011 and 20-12-102-013 (“County Dedication Property”).

J. It has been determined that the best interests of the County and the general public will be served by executing the Agreement attached to this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Project is hereby approved, including permitting the County Dedication Property and the County Tax Portion to be dedicated to the public for use as public roads as part of Plat as contemplated by the Agreement and payment of the outstanding tax obligation for the County Tax Portion in the amount of Nineteen Thousand Three Hundred Ninety Dollars and Fifty-Eight Cents (\$19,390.58), and the Mayor is authorized and directed to execute the Agreement, attached hereto as Exhibit A and to sign any other documents necessary to accomplish the purposes of the Agreement, including the final Camp Kearns Road Dedication Plat.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this \_\_\_\_\_  
day of \_\_\_\_\_, 2017.

SALT LAKE COUNTY COUNCIL


By: \_\_\_\_\_  
Steve DeBry, Chairman

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  
Deputy District Attorney  
Date: 11/9/2017

**EXHIBIT A**

**(Road Dedication Plat Agreement)**



# ROAD DEDICATION PLAT AGREEMENT

## CAMP KEARNS PROJECT AREA KEARNS METRO TOWNSHIP, UTAH

**THIS ROAD DEDICATION PLAT AGREEMENT** (this “*Agreement*”) is entered into effective \_\_\_\_\_, 2017 between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (“*County*”); El Bravo Investments, LLC; Gregory W. & Linda B. Cable; Linda B. Cable; Condies Foods, Inc.; Wallgren Investments, LLC; Glenn J. & Linda S. Mickelson; Scott A. Brereton; D&D Real Estate, LLC; The Ronald A. Brooks Revocable Living Trust, dated June 12, 2003; Andermien Enterprises, L.L.C.; Reena D. Sullivan; David A. & Janice V. Price; Mario Anguiano; AAA Rentals, LLC; Wagon Wheel Properties, LLC; Absolute Heating and Air, Inc.; T & C Property Holding LLC; the John Charles Horsley Trust, dated October 13, 1988; Reid P. & Rebecca A. Mattingly; RUSKEN, L.L.C.; the Charles Estill Bishop Family Trust, dated August 15, 2001; the Bishop Peddersen Trust dated April 19, 2016; DAF Limited Partnership; and Desert End Enterprises, LLC (collectively the “*Parties*”).

County and the other Parties are sometimes singly referred to in this Agreement as a “*Party*.”

### **RECITALS:**

A. The Parties all own property located within an area of the Kearns Metro Township zoned M-1 or M-2 (manufacturing zones) known as Camp Kearns (“Camp Kearns”).

B. Camp Kearns was originally used as a military encampment until after World War II.

C. After World War II, Camp Kearns was sold to various commercial interests; however, the roads in Camp Kearns, though heavily used, remained unimproved. Much of the area where the roads are located was eventually struck to the County at tax sale.

D. The Parties now wish to cooperate in the preparation and recording of a road dedication plat to formally designate the roads as public rights-of-way, permitting a road construction project funded by the County to pave and improve the unimproved roads within Camp Kerns (“Project”).

E. The Parties also wish to grant the County permission to enter onto and begin construction of the roads on those areas of their property that lie within the boundaries of the area to be formally dedicated as public right-of-way.

F. The County has prepared, and the Parties have reviewed a Road Dedication Plat (“Dedication Plat”) to be submitted for approval by the Kearns Metro Township (“Metro”). The current form of the Dedication Plat is attached hereto as Exhibit A.

G. The Parties believe that recording the Plat and paving the roads, as provided in this Agreement, is vital and in the best interest of each of them; is in the best interest of the health,

safety and welfare of the residents of the Metro and the County; and is in accordance with the public purposes and provisions of the applicable state laws and county ordinances.

## **A G R E E M E N T:**

**NOW, THEREFORE**, for and in consideration of their mutual promises and for other good and valuable consideration, the receipt and legal adequacy of which is hereby acknowledged, the Parties covenant and agree as set forth herein.

### **ARTICLE 1- PLAT PREPARATION AND APPROVAL**

**1.1 Preparation of Dedication Plat and Construction of Project.** County shall be responsible for all matters pertaining to the preparation of the Dedication Plat and construction of the Project, including design of the Project, obtaining land use approvals, hiring and paying a contractor to complete the Project, managing construction of the Project, and coordination with Metro on all matters during construction that may affect the Dedication Plat or the Project.

**1.2 Recording of Dedication Plat.** County shall prepare and submit the Dedication Plat, attached hereto as Exhibit A and incorporated herein by this reference, to the Metro for approval and recording without expense to the other Parties.

**1.3 Construction and Installation of Roads.** County shall construct those roads for the Project that are within the area dedicated to the public in the Dedication Plat (the "Roads"), subject to any design changes approved through the municipal process. County shall design, construct, and install the Roads without expense to the other Parties

### **ARTICLE 2 – PARTICIPATION BY PARTIES**

**2.1 Unanimous Participation.** The Parties acknowledge that the success of the Dedication Plat and the construction of the Project requires the unanimous consent and participation of all of the Parties. Each Party hereby consents to the submission of the Dedication Plat by the County to the Metro for approval and agrees to participate in any applicable land use process required by the Metro to obtain approval of the Dedication Plat. In consideration for this agreement, the Parties acknowledge the benefit they will receive from the construction of the Roads, which are being constructed solely at the County's expense.

**2.2 Contribution of Property.** Some of the parties hold title to a portion of land where the Roads will be dedicated and built and are referred to herein individually as an "Affected Party and collectively as "Affected Parties." Each Affected Party, to the extent necessary, hereby agrees to dedicate any portion of its property that will become part of the Roads. The County agrees to contribute the portions of the Road it has acquired through tax sale or otherwise. A Camp Kearns Property Dedication Area Map showing the areas that shall be dedicated to the public as part of the Dedication Plat is attached hereto as Exhibit B and incorporated herein by this reference. The Affected Parties acknowledge that they may be entitled to just compensation for any portion of their property that will be dedicated as part of the Roads and voluntarily waive all rights or claims for just compensation. To this end, each Affected Party shall individually sign an Acknowledgement of Just Compensation and Agreement to Participate, attached hereto as Exhibit C.

**2.3 Consent to Dedicate.** If there is a third-party that has an equitable or legal interest (such as a trust deed) in property that will be dedicated as part of the Roads ("Third-Party Interest"), the Affected Party that owns such property shall notify County of such Third-Party Interest. The County shall prepare for such Party a letter to notify the Third-Party Interest of the need to consent to the recording of the Dedication Plat (the "Dedication Letter"). A form of this Dedication Letter is attached hereto as Exhibit D. The Dedication Letter shall include a Consent to Dedicate and Record ("Third-Party Consent") that the Third Party Interest must sign and return in order for the Dedication Plat to be recorded. A copy of the Third-Party Consent is attached hereto as Exhibit E. Such Parties are responsible to understand and fulfill any obligations to Third-Party Interest holders and shall indemnify County against any claims that Third-Party Interest holders may make as a result of dedication and construction of the Roads.

**2.4 Permission to Enter and Construct the Roads.**

(A) Each Affected Party hereby expressly grants permission for the County to enter onto and construct the Roads on any portion of its property located within the area to be dedicated as part of the Dedication Plat. The Affected Parties acknowledge that construction may commence prior to the recording of the Dedication Plat.

(B) In addition, all Parties acknowledge that the County may need to enter onto a small portion of their property adjacent to the Roads in order to construct and complete the Project. Therefore, all Parties agree to sign a Permit to Enter and Construct granting the County permission to enter onto a small portion of their property for purposes of constructing the Roads. A copy of the Permit to Enter and Construct is attached hereto as Exhibit F.

**2.5 Surplus Property.** To the extent there remains any property interest held by the County within the Camp Kearns area that is outside of the Roads once the Dedication Plat is recorded, the County may elect to transfer such remaining surplus property interest to the nearest adjacent and connected property owner. In such event, the County will enter into separate agreements for such transactions.

**ARTICLE 3 – CONSTRUCTION REQUIREMENTS, ETC.**

**3.1 Issuance of Permits.** County or County's successors or assigns shall be solely responsible for obtaining all necessary permits and approvals to construct and install the Roads and shall make application for such permits and approvals directly to Metro and other appropriate agencies and departments.

**3.2 Times for Construction.** County shall submit the Dedication Plat for approval by the Metro upon execution of this Agreement by all Parties and shall commence construction of the Project as soon as possible thereafter, and shall diligently prosecute such construction and installation of the Roads. County shall proceed in a timely manner; however, any delays caused by cold or inclement weather shall not constitute a breach of this provision.

**3.3 Access to Project Area.** During construction of the Project, County agrees that the County and all of its respective contractors, subcontractors, agents and representatives (hereafter, all such contractors, subcontractors, agents and representatives are collectively referred to as "Contractors"), shall, when undertaking any work concerning the Project, take all

reasonable steps to minimize any impacts to any business activities within the Project area, including without limitation (i) not blocking or impeding access to the Parties' property from any public or private street or right-of-way except as reasonably necessary and only for so long as reasonably necessary to conduct such work and (ii) not causing any disruption or interruption to or of any public utilities being provided to any portion of the Parties' property unless first obtaining the advanced written permission of the applicable utility company(ies) for the same, in which case any such disruption or interruption shall be for the shortest duration of time reasonably feasible.

#### **ARTICLE 4 – METRO APPROVAL OF PLAT**

The ability of the Parties to construct the Roads under this Agreement is conditioned on receipt of permission from the Metro to proceed with construction of the Roads during the Dedication Plat approval process. If Metro fails to permit County to proceed with construction of the Roads, then this Agreement shall be void.

#### **ARTICLE 5 – INDEMNIFICATION AND INSURANCE**

**5.1 Governmental Immunity.** County is a body corporate and politic of the State of Utah and by entering into this Agreement, County does not waive any defenses, monetary limitations or governmental immunity under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Ann., as amended. Nothing contained in this Agreement shall be construed to increase County's liability to third parties beyond that set forth in the Act.

**5.2 Indemnification of Parties.** Consistent with the terms and monetary limitations of the Utah Governmental Immunity Act, County agrees to defend, indemnify and hold the Parties, together with all of their representatives, agents, employees, successors and assigns, harmless from and against all liability, loss or costs incurred, arising out of, related to or caused by (a) the wrongful or negligent acts or omissions of County during the construction of the Roads pursuant to this Agreement.

**5.3 Indemnification of County.** The Parties hereby agree to indemnify, defend and hold County harmless from and against any and all losses actually suffered or incurred by County as the sole and direct result of any negligent, willful or intentional acts or omissions of any or all of the Parties. In the event that any action or proceeding is brought against County, and the foregoing indemnity is applicable to such action or proceeding, then the applicable Party or Parties, upon notice from County, shall resist and defend such action or proceeding. The provisions of this Section 5.3 shall survive the expiration or termination of this Agreement.

#### **ARTICLE 6 – REMEDIES**

**6.1 Default by County.** If County defaults or breaches any of its obligations under this Agreement (such as the obligation to timely complete the construction and installation of the Roads), and does not timely cure such default or breach as provided in this Agreement or if County makes it known that it does not intend to construct and install the Roads, then each Party's obligation to participate in the Dedication Plat or dedicate property under Article 2 and all obligations shall automatically cease and terminate. Any delay caused by cold or inclement weather shall not constitute a breach or default of County's contractual obligations herein.

**6.2 Nonfunding.** County intends to request the appropriation of funds to fund its performance under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Notwithstanding the express provisions of Section 6.1, such termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and such termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of the Parties, their successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify the Parties of such non-funding and the termination of this Agreement, and in no event, later than thirty (30) days prior to the expiration of the fiscal year for which funds were appropriated.

**6.3 General Remedies.** Subject to the other provisions of this Article 6, in the event of any default or breach of this Agreement or any of its terms, covenants or conditions by any Party, such Party shall, upon written notice from the other Party, proceed immediately to cure such default or breach within 30 calendar days after receipt of such notice. If after receiving written notice such Party fails to timely cure its default hereunder, any non-defaulting Party may pursue any and all remedies that are available at law or in equity. Any delay by Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

**6.4 Force Majeure.** If a Party is prevented from complying with a duty hereunder due to causes occurring beyond its control and without its fault or negligence, including acts of God, acts of the public enemy or terrorists, wrongful acts of the other Party or Parties, fires, floods, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, wars and unusually severe weather or delays of subcontractors due to such causes, then the time for that Party to fulfill such duty shall be correspondingly extended; provided, however, that in order to obtain the benefit of this Section, the Party seeking such "force majeure" extension shall, within 15 calendar days after becoming aware of any such delay, have notified the other Parties in writing stating the cause(s) for the delay and the probable duration of the delay.

**6.5 Extensions by County.** County may in writing extend the time for performance of any of County's duties under this Agreement, or permit County to cure any default upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of County's obligations nor constitute a waiver of the Parties' rights with respect to any other obligation or default of County under this Agreement.

**6.6 Remedies Cumulative; Non-Waiver.** The Parties' respective rights and remedies 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. Any waiver by a 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.

## **ARTICLE 7 – MISCELLANEOUS PROVISIONS**

**7.1 No Personal Liability – County.** No member, official, employee, consultant, agent, attorney or representative of County shall be personally liable to the Parties or their respective successors or assigns in the event of any default or breach by County under this Agreement. Other than funding the services outlined herein, County has no monetary, financial or economic liability whatsoever under this Agreement to any of the Parties except as provided in Section 5.

**7.2 Notices.** All notices provided for in this Agreement shall be in writing and shall be either personally delivered or given by first class mail, certified or registered, postage prepaid, addressed to the Parties at such address as may be designated by a Party from time to time in writing. Notices shall be deemed received upon such hand delivery or on the first business day that is at least three days after such mailing.

Notwithstanding the foregoing, any Party may make inquiries from time to time regarding the status and schedule of the Project to the following representative of County:

Alison Weyher  
Salt Lake County Senior Policy Advisor  
Department of Public Works and Municipal Services  
2001 South State Street, N3-600  
Salt Lake City, UT 84190  
Telephone: (385) 468-6716  
Email: awehyer@slco.org

Or

Debora Riddle  
Salt Lake County Principal Planner  
Planning and Development Services  
2001 South State Street, N3-600  
Salt Lake City, UT 84190  
Telephone: (385) 468-6696  
Email: driddle@slco.org

**7.3 Attachments/Recitals.** All Attachments referred to in this Agreement as being attached or to be attached hereto, shall be deemed attached to and incorporated in this Agreement, whether or not such items are, in fact, attached, the Parties being satisfied that the correct documents can be supplied from the records of the Parties. The Recitals to this Agreement are incorporated herein and made a part of this Agreement.

**7.4 Headings.** 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.

**7.5 Successors and Assigns.** This Agreement shall be binding upon the Parties and their successors and assigns.

**7.6 Attorneys Fees.** In the event of a default hereunder, the defaulting Party shall pay all attorneys fees and costs reasonably incurred by any of the other Parties in enforcing this Agreement, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

**7.7 Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. Any litigation arising from this agreement shall occur in the Third District Court of Salt Lake County, Utah. This Agreement is the result of collaborative drafting by the parties to it, all of whom are sophisticated in business affairs or were represented by their own legal counsel. Consequently, this Agreement shall be interpreted in an absolutely neutral manner, with no regard to whether any party was the “drafter” of this Agreement.

**7.8 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.

**7.9 Time.** Time is of the essence of this Agreement and its Attachments.

**7.10 Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

**7.11 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 County; (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.

**7.12 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.

**7.13 Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties.

*[Signature pages follow.]*

DATED effective the date first-above written.

COUNTY:  
SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor or Designee

For the following properties:

Tax ID No. 20-12-102-011  
Tax ID No. 20-12-102-013  
Tax ID No. 20-12-127-014  
Tax ID No. 20-12-126-019  
Tax ID No. 20-12-201-005  
Tax ID No. 20-12-251-015

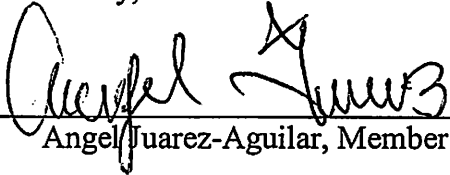
Approved as to form:

  
Assistant District Attorney 11/8/2017  
R. Christopher Preston



**DATED** effective the date first-above written.

EL BRAVO INVESTMENTS, LLC  
1051 South Concord Street  
Salt Lake City, UT 84104

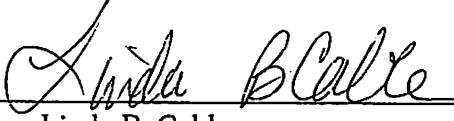
By   
Angel Juarez-Aguilar, Member

For the following property:

Tax ID No. 20-12-102-014

**DATED** effective the date first-above written.

LINDA B. CABLE,  
4058 Continental Drive  
West Valley City, Utah 84120

By   
Linda B. Cable

For the following property:

Tax ID No. 20-12-102-010

**DATED** effective the date first-above written.

GREGORY W. & LINDA B. CABLE,  
4058 Continental Drive  
West Valley City, Utah 84120

By Gregory W. Cable  
Gregory W. Cable

By Linda B. Cable  
Linda B. Cable

For the following properties:


Tax ID No. 20-12-102-015

Tax ID No. 20-12-102-012

Tax ID No. 20-12-127-015

**DATED** effective the date first-above written.

CONDIES FOODS, INC.  
4850 South 5300 West  
P.O. Box 18548  
Kearns, Utah 84118

By   
\_\_\_\_\_  
Scott Black, President

For the following properties:

Tax ID No. 20-12-127-016  
Tax ID No. 20-12-127-012  
Tax ID No. 20-12-127-007  
Tax ID No. 20-12-127-003

**DATED** effective the date first-above written.

WALLGREN INVESTMENTS, LLC  
5165 West 4900 South  
Kearns, Utah 84118

By Donna Wallgren  
Donna Wallgren  
Its: Owner

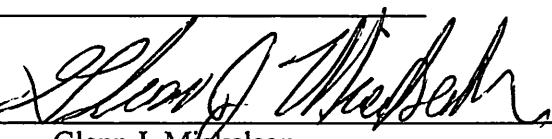
By Bruce Alan Wallgren  
Bruce Alan Wallgren  
Its: Manager

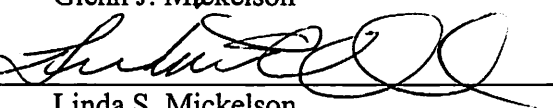
For the following properties:

Tax ID No. 20-12-127-013  
Tax ID No. 20-12-127-010  
Tax ID No. 20-12-201-014  
Tax ID No. 20-12-201-010  
Tax ID No. 20-12-127-009

**DATED** effective the date first-above written.

GLENN J. & LINDA S. MICKELSON

\_\_\_\_\_  
\_\_\_\_\_  
By   
Glenn J. Mickelson

By   
Linda S. Mickelson

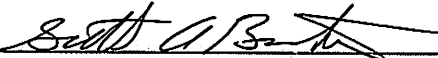
For the following properties:

Tax ID No. 20-12-255-002

Tax ID No. 20-12-255-001

**DATED** effective the date first-above written.

SCOTT A. BRERETON  
P.O. Box 25131  
Salt Lake City, Utah 84125

By   
Scott A. Brereton

For the following property:

Tax ID No. 20-12-251-017

**DATED** effective the date first-above written.

D&D REAL ESTATE, LLC  
81 West 3300 South, Suite B  
Salt Lake City, Utah 84115

By   
Linford Darin Orton, Manager

By   
Daniel Dwight Clark, Manager


For the following property:

Tax ID No. 20-12-251-006



DATED effective the date first-above written.

THE RONALD A. BROOKS REVOCABLE  
LIVING TRUST, DATED JUNE 12, 2003  
P.O. Box 18433  
Kearns, Utah 84118

By   
Ronald A. Brooks, Trustee

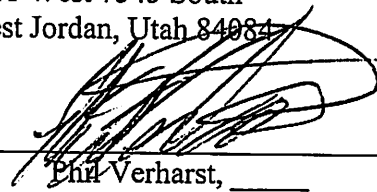
For the following property:

Tax ID No. 20-12-201-012

DATED effective the date first-above written.

ANDERMIEN ENTERPRISES, L.L.C.  
3241 West 7545 South  
West Jordan, Utah 84084

By

A handwritten signature in black ink, appearing to read "Phil Verharst", is written over a horizontal line.

Phil Verharst, \_\_\_\_\_

For the following property:

Tax ID No. 20-12-201-013

**DATED** effective the date first-above written.

REENA D. SULLIVAN  
6771 Fairfax Drive  
Provo, Utah 84604

By Reena Sullivan  
Reena D. Sullivan

For the following property:

Tax ID No. 20-12-127-005

DATED effective the date first-above written.

DAVID A. & JANICE V. PRICE  
390 Shamrock Drive  
Murray, Utah 84107

By David A. Price  
David A. Price


By Janice V. Price  
Janice V. Price

For the following property:

Tax ID No. 20-12-127-008

**DATED** effective the date first-above written.

MARIO ANGULANO  
3158 South 4000 West  
West Valley City, Utah 84120


By   
Mario Angulano

For the following property:

Tax ID No. 20-12-201-003

**DATED** effective the date first-above written.

AAA RENTALS, LLC  
4910 West Amelia Earhart Dr.  
Salt Lake City, Utah 84116

By   
\_\_\_\_\_  
Kelly Clark, Managing Member

For the following property:

Tax ID No. 20-12-201-004

DATED effective the date first-above written.

WAGON WHEEL PROPERTIES, LLC  
4869 South Warehouse Road  
Kearns, Utah 84118

By   
Vickie S. Larson, Managing Member

For the following properties:

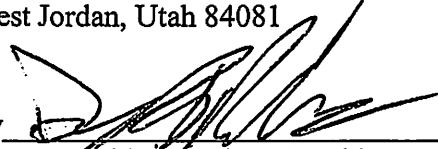
Tax ID No. 20-12-251-004

Tax ID No. 20-12-251-003

**DATED** effective the date first-above written.

ABSOLUTE HEATING AND AIR, INC.  
6249 West Cedar Hill Road  
West Jordan, Utah 84081

By

A handwritten signature in black ink, appearing to read 'David E. Burkett', is written over a horizontal line.

David E. Burkett, President

For the following property:

Tax ID No. 20-12-201-002



**DATED** effective the date first-above written.

T & C PROPERTY HOLDING LLC  
5195 West 4700 South  
Kearns, Utah 84118

By

  
J. Labree Truesdale, Manager

By

  
~~Johnny Corm, Member~~

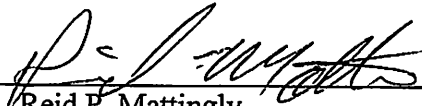
For the following property:

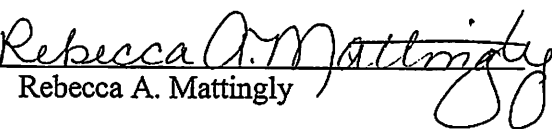
Tax ID No. 20-12-201-011

**DATED** effective the date first-above written.

REID P. & REBECCA A. MATTINGLY

\_\_\_\_\_  
\_\_\_\_\_

By   
Reid P. Mattingly

By   
Rebecca A. Mattingly

For the following property:

Tax ID No. 20-12-126-015

**DATED** effective the date first-above written.

JOHN CHARLES HORSLEY TRUST,  
DATED OCTOBER 13, 1988  
6931 South Country Home Lane  
West Jordan, Utah 84084

By

  
John Charles Horsley, Trustee

For the following property:

Tax ID No. 20-12-126-016

**DATED** effective the date first-above written.

RUSKEN, L.L.C.  
1775 South Redwood Road  
Salt Lake City, Utah 84104

By Kenneth Campbell  
Kenneth Campbell

By Russ Morgan  
Russ Morgan

For the following properties:

Tax ID No. 20-12-126-018

Tax ID No. 20-12-126-017

**DATED** effective the date first-above written.

CHARLES ESTILL BISHOP FAMILY TRUST,  
DATED AUGUST 15, 2001

\_\_\_\_\_  
\_\_\_\_\_

By Charles Bishop  
Charles Edwin Bishop, Co-Trustee

By Russell Bishop CT  
Russell Dee Bishop, Co-Trustee

BISHOP PEDDERSEN TRUST  
DATED APRIL 19, 2016

\_\_\_\_\_  
\_\_\_\_\_

By Shaari Peddersen  
Shaari Peddersen, Trustee

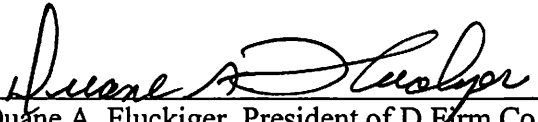
For the following property:

Tax ID No. 20-12-126-020

**DATED** effective the date first-above written.

DAF LIMITED PARTNERSHIP  
5367 West 4700 South  
Salt Lake City, Utah 84118

D Firm Co., General Partner of DAF Limited  
Partnership

By   
Duane A. Fluckiger, President of D Firm Co.

For the following properties:

Tax ID No. 20-12-126-007  
Tax ID No. 20-12-126-005  
Tax ID No. 20-12-126-004  
Tax ID No. 20-12-126-003  
Tax ID No. 20-12-126-002  
Tax ID No. 20-12-126-001

**DATED** effective the date first-above written.

DESERT END ENTERPRISES, LLC  
2616 Partridge Way  
Sandy, Utah 84093

By   
Kent A. Woodruff, Managing Member

For the following property:

Tax ID No. 20-12-126-006

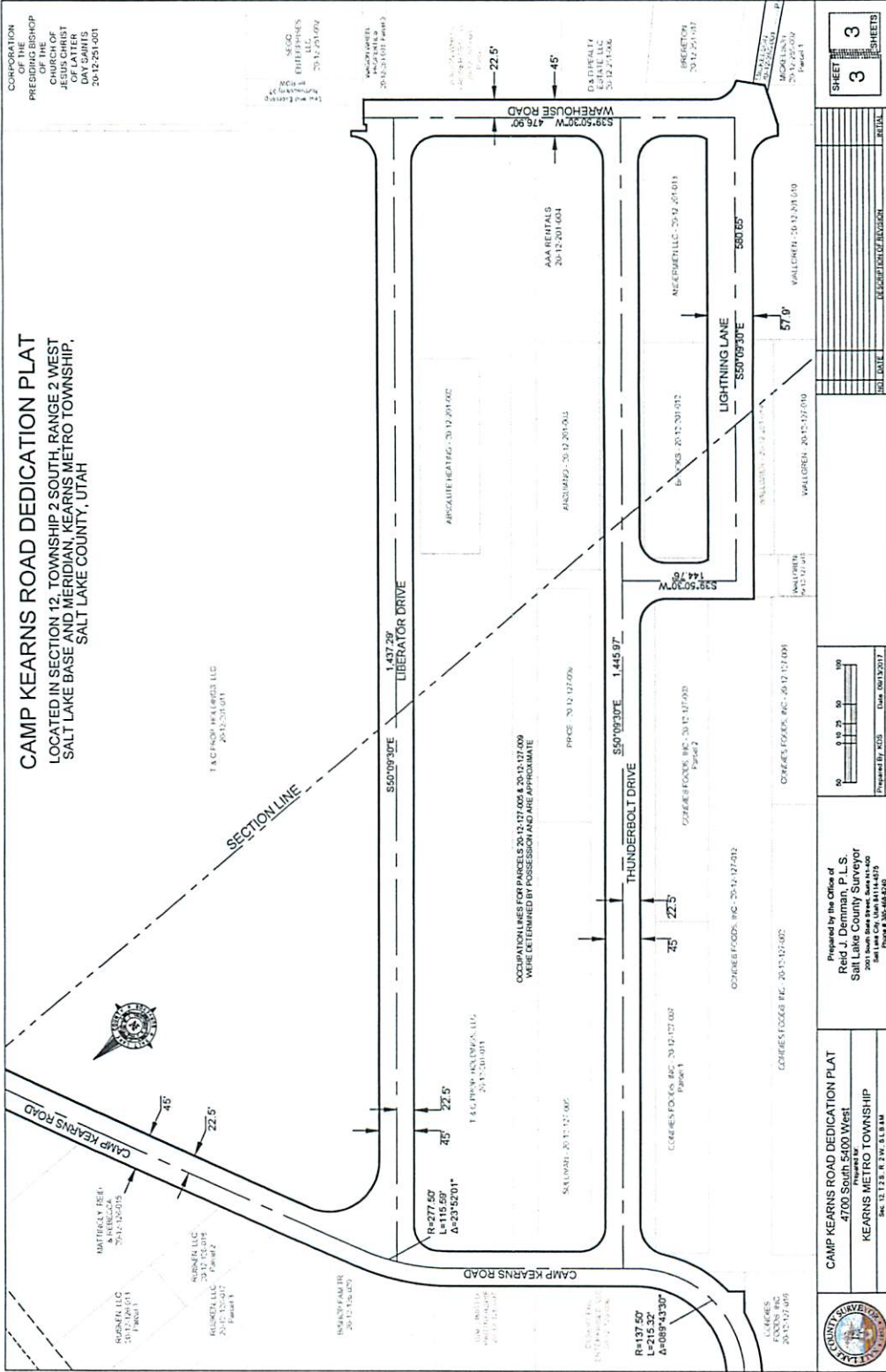
EXHIBIT A  
CAMP KEARNS ROAD DEDICATION PLAT







# CAMP KEARNS ROAD DEDICATION PLAT LOCATED IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN, KEARNS METRO TOWNSHIP, SALT LAKE COUNTY, UTAH



**CAMP KEARNS ROAD DEDICATION PLAT**  
 4700 South 5100 West  
 KEARNS METRO TOWNSHIP  
 SALT LAKE COUNTY, UTAH  
 Map 12.12.2, R. 2 W., S. 2 N.  
 Work Order No. 1020170004

Prepared by the Office of  
 Road & Planning, U.S.  
 Salt Lake County  
 2001 South State Street, Suite 1100  
 Phoenix, AZ 85004-1405  
 Phone: 602-968-6140

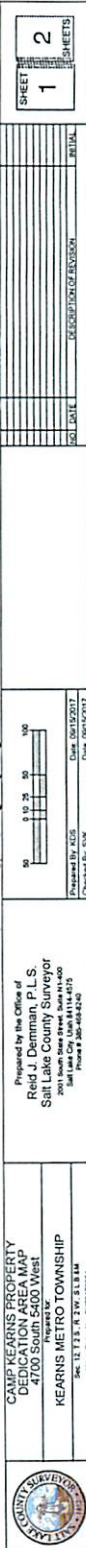
Prepared by: JCS Date: 06/13/2017  
 Checked by: JCS Date: 06/13/2017

**Sheet 3 of 3**

**Sheet 3 of 3**

**EXHIBIT B**  
**CAMP KEARNS PROPERTY DEDICATION AREA MAP**

LOCATED IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 2 WEST  
SALT LAKE BASE AND MERIDIAN, KEARNS METRO TOWNSHIP,  
SALT LAKE COUNTY, UTAH





|   |     |
|---|-----|
|  | CAN |
|   | DE  |
|   | KEA |

**EXHIBIT C**  
**ACKNOWLEDGEMENT OF JUST COMPENSATION**  
**AND AGREEMENT TO PARTICIPATE**

WHEN RECORDED, RETURN TO:  
SALT LAKE COUNTY

\_\_\_\_\_  
2001 South State Street, #\_\_ - \_\_\_\_  
Salt Lake City, UT 84190

**ACKNOWLEDGEMENT OF JUST COMPENSATION AND**  
**AGREEMENT TO PARTICIPATE**

Parcel I.D. #20-12-\_\_ - \_\_

TO: SALT LAKE COUNTY AND  
KEARNS METRO TOWNSHIP

\_\_\_\_\_ (“Grantor”) is the owner of record of certain real property located in Kearns Metro Township (“Metro”) identified as Parcel No. 20-12-\_\_ - \_\_ (“Property”). Based upon the mutual interest and benefit to be realized by Salt Lake County (“County”), Metro, and (“Grantor”) to have a portion of the Property dedicated to the public, and for other reasonable and adequate consideration, Grantor hereby agrees to convey a portion of the Property to the public for the dedication and construction of a road. The property to be conveyed is more particularly described as follows:

CONTAINS: \_\_ S.F. OR \_\_\_\_ ACRE

Grantor has been advised and hereby acknowledges that he/she/it may be entitled to just compensation for the real property described above. However, Grantor affirmatively waives any and all rights or claims for just compensation, and by this agreement, voluntarily agrees to participate with County in the preparation and submission of a road dedication plat in accordance with the Road Dedication Plat Agreement dated \_\_\_\_\_, 2017, and agrees to dedicate the area described above to the public for the construction of a road.

Grantor shall promptly sign the road dedication plat without demand for compensation when it is ready to be recorded and agrees to provide County and Metro with any and all releases that may be necessary to convey clear title free of financial encumbrances.

Witness, the hand of said GRANTOR this \_\_ day of September, 2017.

GRANTOR

\_\_\_\_\_

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE    )

On the \_\_ day of \_\_\_\_\_, 2017 personally appeared before me \_\_\_\_\_, who, being by me duly sworn said that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_, a Utah \_\_\_\_\_ corporation, and that the within and foregoing instrument was signed in behalf of said \_\_\_\_\_ corporation by authority of a resolution of its Board of Directors or by authority of its Articles of Incorporation and the said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

My Commission expires: \_\_\_\_\_ Residing In: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT D**  
**DEDICATION LETTER**

RE:

To Whom It May Concern:

\_\_\_\_\_, Salt Lake County, and other adjacent property owners are cooperating to construct roadways located in the Camp Kearns area of Kearns Metro Township ("Metro"). One of the requirements imposed by the Metro in developing the road is the preparation and recording of a road dedication plat to formally dedicate the area of the road for the use and benefit of the public. The Metro requires all persons holding a legal or equitable interest in the land to dedicate or subordinate their interest to that of the public.

Inasmuch as your company holds an interest in the land as evidenced by your company's mortgage, [\_\_\_\_insert Trustors\_\_\_\_], \_\_\_\_\_ is required to obtain the signature of \_\_\_\_\_. Rather than sign the plat (which is the usual procedure), and to simplify the process, we would ask that you sign a Consent to Dedicate in order that the Metro may be assured that it holds title to the dedicated street free and clear without any other claims or encumbrances. This is a standard requirement of the Metro which is routinely followed by all local mortgage companies, and it is being required of your company as well.

If you have any further questions regarding this matter, please advise.

Sincerely,

My Commission Expires:

**EXHIBIT F**  
**PERMIT TO ENTER AND CONSTRUCT**

The undersigned Grantor(s) of the property located at \_\_\_\_\_, Kearns Metro Township, Salt Lake County Utah, Parcel No. 20-12-\_\_\_\_\_ - \_\_\_\_\_ (the "Property"), hereby authorize(s) Salt Lake County ("County") or its agent or independent contractor, to enter upon the said Property, not to exceed ten feet beyond the existing Property line or proposed right-of-way line of \_\_\_\_\_, for the purposes of building road improvements (the "Project"), including paved surfacing, rolled or mountable curbing, utility relocation, and adjusting the elevation of driveways to match the elevation of the new road improvements as required. This authorization is granted in conjunction with a Road Dedication Plat Agreement entered into between Grantor(s) and County on \_\_\_\_\_, 2017.

The permission to enter upon the Property is conditioned on the understanding that any damage done to the property improvements will be repaired or replaced to its preconstruction condition or better by Salt Lake County upon completion of the Project.

This permit will expire one year after the construction of the improvements is completed or twenty-four months from the date hereof, whichever comes last.

Grantor hereby certifies that he/she/it is the owner of the Property.

WITNESS, the hand of said Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Insert Name), Grantor

\_\_\_\_\_  
(Insert Name), Grantor

STATE OF \_\_\_\_\_)  
:ss  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

My Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_