

RESOLUTION NO. _____

DATE _____

**A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
THE CITY OF BLUFFDALE, UTAH, AND AUTHORIZING THE GRANT OF
A PERPETUAL EASEMENT**

RECITALS

A. Salt Lake County ("County") owns real property located at approximately 14148 South 2700 West, Bluffdale, Utah, also known as Parcel No. 33-04-351-004, which is commonly known as Wardle Fields Regional Park (the "Property").

B. The City of Bluffdale, Utah ("City") provides water services to the County at the Property.

C. The City has requested that the County grant it an easement over the Property for the purpose of constructing and maintaining a waterline.

D. The County desires to grant and convey to the City the requested easement for the purposes and on the terms and conditions set forth in an Interlocal Cooperation Agreement, attached hereto as Exhibit A.

E. The County has determined that it is in the public interest to execute the Interlocal Cooperation Agreement with the City and grant the easement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Interlocal Cooperation Agreement, attached hereto as Exhibit A 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 grant of an easement in accordance with the terms of the Interlocal Cooperation Agreement is hereby approved; and the Mayor and County Clerk are hereby authorized to execute any documents, including the Perpetual Easement attached to the Interlocal Cooperation Agreement, required to complete the this transaction and to deliver the fully executed documents to the County Real Estate Section for delivery to the City.

APPROVED and ADOPTED this _____ day of _____, 2019.

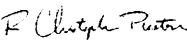
SALT LAKE COUNTY COUNCIL

By: _____
Richard Snelgrove, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:

 Digitally signed by Robert Preston
Date: 2019.01.15 13:52:01 -0700

R. Christopher Preston
Deputy District Attorney

| | |
|---------------------------------|-------|
| 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

Interlocal Cooperation Agreement

Interlocal Cooperative Agreement

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "*Agreement*") is made effective this ____ day of _____, 2019, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **CITY OF BLUFFDALE**, a Utah municipal corporation (the "*City*").

RECITALS:

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 City and the County 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. The conveyance of an easement as provided herein is an interest in real property as contemplated in the Interlocal Cooperative Act.

E. The County owns real property located at approximately 14148 South 2700 West, Bluffdale, Utah, also known as Parcel No. 33-04-351-004, which is commonly known as Wardle Fields Regional Park (the "*Property*").

F. The City provides culinary water services to the County at the Property.

G. The City has installed a waterline to service a maintenance building on the Property.

H. The City requests an easement from the County over the Property for the purpose of constructing and maintaining the waterline.

G. The County desires to grant and convey to the City the requested easement for the purposes and on the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 CONVEYANCE

Section 1. **Conveyance.** The County hereby agrees to grant and convey to the City an easement on and over the Property for the purpose of constructing and maintaining a waterline. The easement will be in substantially the form attached hereto as Exhibit 1.

ARTICLE 2 CONSIDERATION

Section 2. **Consideration.** As consideration for the easement, the City shall set a water meter and maintain the waterline within the easement. County and City agree that in consideration of the mutual benefit afforded the citizens of City and County, and the exchange of the agreed upon consideration identified in this Section 2 and in accordance with Section 13-11-214 of the Interlocal Cooperation Act, County will grant the City the easement as outlined herein.

ARTICLE 3 ADDITIONAL PROVISIONS

Section 3.1. **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 grant of the easement 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 3.2. **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 of 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, postage prepaid and certified 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 mayor or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.

(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.** Any 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) **Termination.** There is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

(p) **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.

(q) **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 shall be 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.

SALT LAKE COUNTY

By: _____
MAYOR OR DESIGNEE

APPROVED AS TO FORM

By: R. Christopher Preston
R. Christopher Preston
Salt Lake County Deputy District Attorney

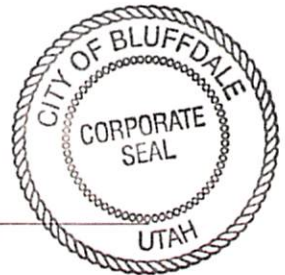
Digitally signed by Robert Preston
Date: 2019.01.15 13:50:57 -07'00'

CITY OF BLUFFDALE

[Signature]
MAYOR OR DESIGNEE

APPROVED AS TO FORM:

[Signature]
Bluffdale City Attorney



ATTEST:
[Signature]
Its: City Recorder

Exhibit 1
Perpetual Easement

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

PERPETUAL EASEMENT
Salt Lake County

*Parcel No.: 1-PE
Tax Serial No. 33-04-351-004
County Project No.: BND13_SOUTHWEST
Surveyor WO: SU20180529*

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby Grants and Conveys to the City of Bluffdale, a Utah municipal corporation, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement under, over and across the following described property ("Easement Area") to construct, operate, repair and replace a waterline and related facilities ("Waterline") on the Grantor's property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

Together with the right of access to the Easement Area from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted.

Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's use of the Easement Area provided such use shall not interfere with or endanger Grantee's perpetual easement or improvements constructed therein

At all times, Grantee shall maintain the Waterline in a safe condition and shall maintain the Waterline in compliance with all applicable governmental requirements.

Upon completion of the Waterline or any other activities that disturb the surface of Grantor's property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

Grantee shall use the Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantor from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Grantee's use and occupation of the Easement Area or any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement Area.

APPROVED AS TO FORM

Salt Lake County
District Attorney's Office

Digitally signed by
Robert Preston
Date: 2019.01.15
13:49:40 -07'00'

Parcel No.: I-PE
Tax Serial No. 33-04-351-004
County Project No.: BND13_SOUTHWEST
Surveyor WO: SU20180529

IN WITNESS WHEREOF, GRANTOR has caused this Perpetual Easement to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 ____.

GRANTOR: SALT LAKE COUNTY

GRANTEE: CITY OF BLUFFDALE

By _____
MAYOR or DESIGNEE

By [Signature]
Its: Mayor

By _____
COUNTY CLERK

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

On this ____ day of _____, 20____, personally appeared before me 1
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: _____

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

On this ____ day of _____, 20____, personally appeared before me _____
who being duly sworn, did say that he is the CLERK of Salt Lake County, and that the foregoing
instrument was signed by him/her on behalf of Salt Lake County, by authority of a Resolution of the
SALT LAKE COUNTY COUNCIL.

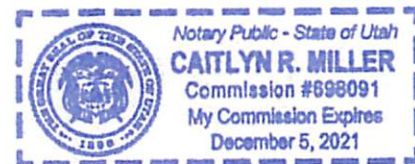
WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: _____

NOTARY PUBLIC

Residing in: _____

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



On this 22 day of February, A.D. 20 19, personally appeared before me
Derek Timothy, who being duly sworn, did say that (s)he is the Mayor of
Bluffdale City, and that the foregoing instrument was signed in behalf of Bluffdale City, by authority of
law.

My Commission Expires: Dec 5, 2021

Caitlyn Miller
NOTARY PUBLIC

Residing in: Salt Lake County



(EXHIBIT A)

A perpetual water line easement being a strip of land 10.00 feet in width lying entirely within that entire tract of land conveyed to Salt Lake County, a body corporate and politic of the State of Utah, per that Special Warranty Deed recorded April 17, 2009 as Entry No. 10677994 in Book 9711, at Page 4149-4152 in the Office of the Salt Lake County Recorder; said entire tract is located in the Southwest Quarter of Section 4, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The sidelines of said strip of land lies 5.00 feet on each side of the following described water line:

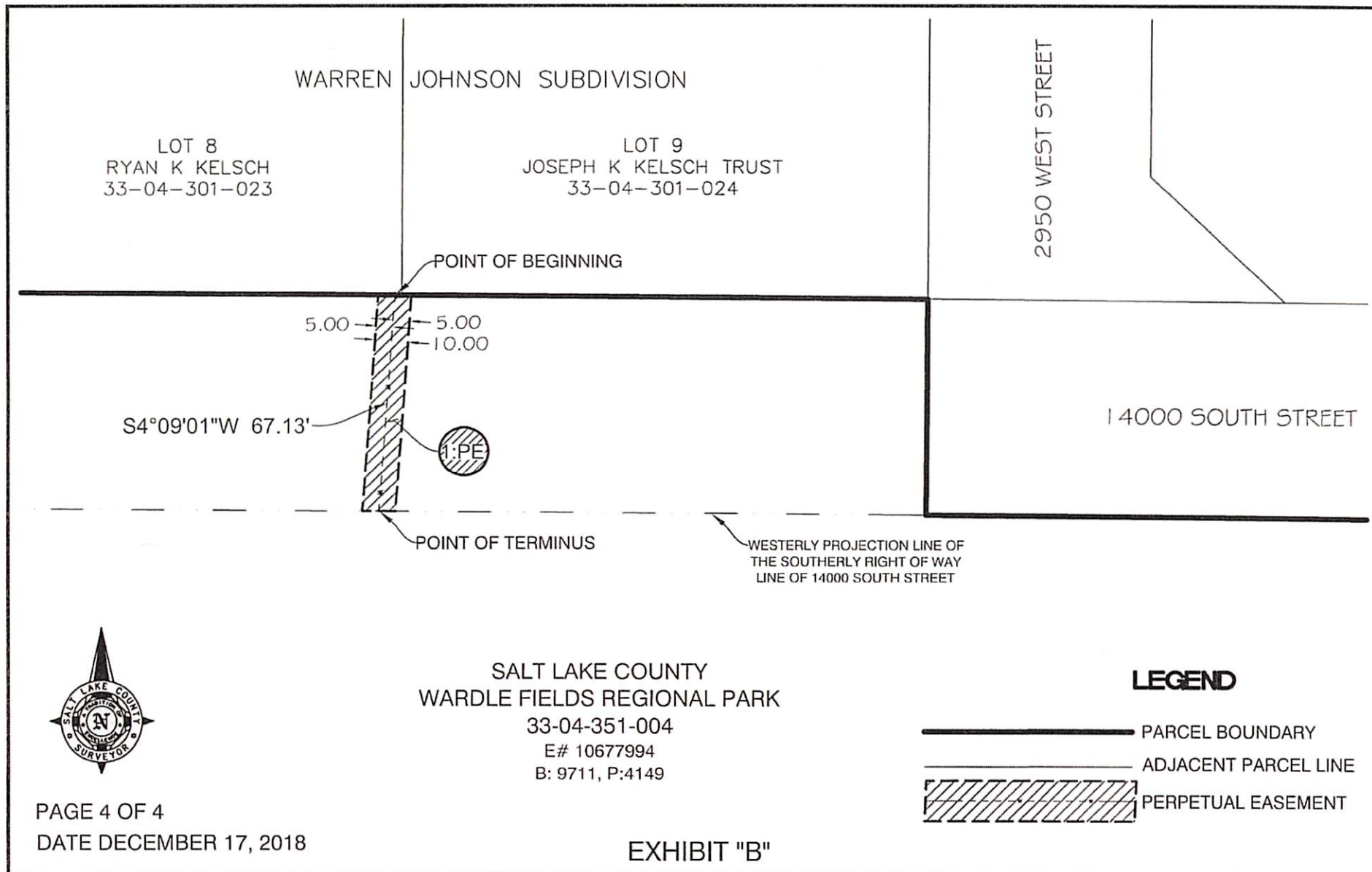
Beginning at the intersection of the northerly boundary line of said entire tract and an existing water line, which is 1337.15 feet N. 00°19'54" E. (Record = N. 00°17'29" E.) and 1487.01 feet West from the South Quarter corner of said Section 4; thence S. 04°09'01" W. 67.13 feet to a point on the westerly projection of the southerly right-of-way line of 14000 South Street and the **Point of Terminus**.

The sidelines of said strip of land to be lengthened or shortened to begin on the northerly boundary line of said entire tract and terminate on the westerly projection of the southerly right-of-way line of 14000 South Street.

The above described perpetual easement contains 671 square feet in area or 0.015 acres, more or less.

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

BASIS OF BEARING: The Basis of Bearing is N. 00°19'54" E. between the South Quarter corner of Section 4 and the Center of said Section 4, Township 4 South, Range 1 West, Salt Lake Base and Meridian.



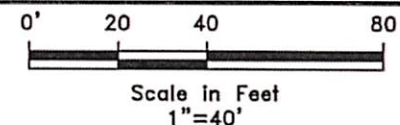
WATER LINE PERPETUAL EASEMENT
BLUFFDALE CITY

Prepared for:
SALT LAKE CO. PARKS & REC.

Sec. 4, T.4S, R.1W, S.L.B.&M.
Work Order No. SU20180529

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



| | |
|------------------|------------------|
| Prepared By: BFM | Date: 12/17/2018 |
| Surveyed By: SC | Date: 12/14/2018 |
| Checked By: SVK | Date: 12/18/2018 |

CITY OF BLUFFDALE, UTAH

RESOLUTION No. 2019-04

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY PROVIDING FOR A PERPETUAL EASEMENT FOR A WATERLINE TO SERVICE WARDLE FIELDS REGIONAL PARK.

WHEREAS, pursuant to Utah Code Ann. § 11-13-202, the Interlocal Cooperation Act ("Act") provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions;

WHEREAS the Act, pursuant to Section 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; and

WHEREAS the City of Bluffdale ("City") and Salt Lake County ("County") are public agencies and desire to enter into an interlocal cooperative agreement related to the conveyance of a perpetual easement from the County to the City for a waterline to service the Wardle Fields Regional Park;


NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL AS FOLLOWS:

Section 1. Authorization to Execute Interlocal Cooperative Agreement. The City Council hereby authorizes and directs the Mayor to execute an Interlocal Cooperative Agreement in substantially the same or similar form attached hereto.

Section 2. Effective Date. This Resolution shall become effective immediately upon passage.

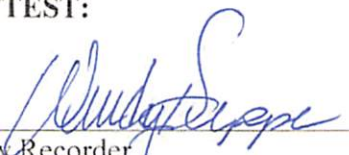
PASSED AND APPROVED: February 13, 2019.

CITY OF BLUFFDALE

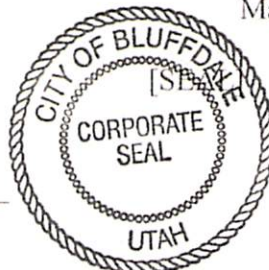


Mayor

ATTEST:



City Recorder



Voting by the City Council:

Yes No

| | | |
|------------------------------|--------------|---------------|
| Councilmember Aston | <u> X </u> | <u> </u> |
| Councilmember Higby | <u> X </u> | <u> </u> |
| Councilmember Kallas | <u> X </u> | <u> </u> |
| Councilmember Nielsen | <u> X </u> | <u> </u> |
| Councilmember Preece | <u> X </u> | <u> </u> |