

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

DATE \_\_\_\_\_

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND AUTHORIZING EXECUTION OF THE ATTACHED INTERLOCAL COOPERATION AGREEMENT WITH THE STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, AND THE ATTACHED QUITCLAIM DEED CONVEYING THE SURPLUS REAL PROPERTY LOCATED IN SALT LAKE CITY

#### RECITALS

A. Salt Lake County (“County”) owns land located at approximately 700 North in the northwest quadrant of Salt Lake City (the “County Parcel”). The County Property is not currently in public use.

B. The State of Utah, Division of Facilities Construction and Management (“DFCM”), would like to acquire this property to become part of the 700 North roadway to the new prison.

C. The County Real Estate Section recommends that the County Property be conveyed to DFCM for no fee with the consideration for the conveyance being that DFCM shall use the County Property as part of the 700 North roadway to the new prison.

D. DFCM and the County have determined to enter into an Interlocal Cooperation Agreement (“Agreement”), attached hereto as Exhibit 1, providing that the County will deed the County Property to DFCM.

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

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

IT IS FURTHER RESOLVED by the Salt Lake Council that the Agreement, attached hereto as Exhibit 1, is approved; and the Mayor is hereby authorized to execute said Agreement.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the transfer and conveyance of the County Property by Quit Claim Deed to DFCM in accordance with the terms of the Agreement is hereby approved; and the Mayor and County Clerk are hereby authorized to execute the original of said Quit Claim Deed and to sign any other documents required to complete the conveyance of the County Property to DFCM and to deliver the fully executed Quit Claim Deed to the County Real Estate Section for delivery to DFCM.

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:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

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

**Exhibit 1**  
**Interlocal Cooperation Agreement**

**INTERLOCAL COOPERATION AGREEMENT**  
**between**  
**SALT LAKE COUNTY**  
**And**  
**STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND**  
**MANAGEMENT**

**THIS INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is effective the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County"), and the **STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT** ("DFCM").

**RECITALS**

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the "Act") provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and DFCM are public agencies for purposes of the Act.

D. The County owns a 66-foot-wide parcel of land located at approximately 700 North between 6400 West and 7200 West, (the "County Parcel"), which the County acquired by tax deed in 1922.

E. DFCM would like to acquire this property to become part of the 700 North roadway to the new prison.

F. In order to facilitate the construction of the 700 North roadway and to reduce the County's obligation to maintain the County Parcel for which it has no use, the County would like to convey the County Parcel to DFCM.

G. Pursuant to the authority granted by the Interlocal Cooperation Act, the Parties mutually desire to enter into this Agreement, which sets forth the terms and conditions of their joint and cooperative action to provide for construction and maintenance of the access road.

**AGREEMENT**

In consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Conveyance.** Contemporaneously herewith, County shall convey and transfer the County Parcel to DFCM by executing and delivering to DFCM a Quit Claim Deed (the "Deed") in substantially the form attached hereto as Exhibit A

Section 2. **Consideration.** The County Parcel has little or no practical or economic value beyond use as a public roadway. The County understands that DFCM will use County Parcel as part of 700 North roadway to access the new prison. In recognition of these facts, the current condition of the County Parcel, and the fact that DFCM will continue to administer and maintain the County Parcel as part a public road, no additional consideration shall be due from DFCM to the County hereunder.

Section 3. **Duration and Termination.** This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the conveyance of the County Parcel described in Exhibit A shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

Section 4. **Additional Interlocal Act Provisions.** In compliance with the requirements of the Act and other applicable law:

(a) **No Interlocal Entity.** The Parties agree that they do not by this Agreement create an interlocal entity.

(b) **Joint Board.** As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and DFCM's director or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of in accordance with this Agreement.

(c) **Financing Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the County and the City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) **Manner of Acquiring, Holding or Disposing of Property.** The County Parcel shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

Section 5. **General Provisions**. The following provisions are also integral parts of this Agreement:

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

(b) **Captions**. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts**. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability**. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.

(e) **Waiver of Breach**. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) **Cumulative Remedies**. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) **Amendment**. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) **Time of Essence**. Time is the essence in this Agreement.

(i) **Interpretation**. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) **Notice**. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(k) **Exhibits and Recitals**. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) **Governmental Immunity**. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and

liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

[Signatures on following page]

**IN WITNESS WHEREOF**, DFCM caused this Agreement to be signed by its Director; 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  
Date: \_\_\_\_\_

**SALT LAKE COUNTY DISTRICT ATTORNEY APPROVAL**  
Approved as to proper form and compliance with applicable law.

By: \_\_\_\_\_  
R. Christopher Preston, Deputy District Attorney  
Date: \_\_\_\_\_

**STATE OF UTAH, DIVISION OF FACILITIES  
CONSTRUCTION AND MANAGEMENT**

By:  \_\_\_\_\_  
James R. Russell, Director  
Date: 4/17/19

**ATTORNEY GENERAL APPROVAL**  
Approved as to proper form and compliance with applicable law.

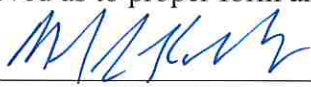
By:  \_\_\_\_\_  
Mike Kelley, Assistant Attorney General  
Date: April 17, 2019



Exhibit A  
(Quit Claim Deed)

WHEN RECORDED, RETURN TO:  
State of Utah, Division of Facilities Construction and Management  
Attn: Mike Kelley, Assistant Attorney General  
5110 State Office Building  
Salt Lake City, Utah 84114-2477

## QUIT CLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, Utah, hereby quit claims to the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, GRANTEE, of Salt Lake County, Utah, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, and dedicates for perpetual use of the public as a road the following described parcel of land (the "Property") in Salt Lake County, State of Utah, to-wit:

See Exhibit A

SUBJECT TO easements, restrictions, and rights-of-way of record.

IN WITNESS WHEREOF, GRANTOR has caused this Quit Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_\_\_ day of April, 2019.

SALT LAKE COUNTY

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

By \_\_\_\_\_  
Salt Lake County Clerk

[Acknowledgements on following page]

**APPROVED AS TO FORM**

Salt Lake County  
District Attorney's Office



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

On this \_\_\_\_\_ day of April, 2019, 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.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

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

On this \_\_\_\_\_ day of April, 2019, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge 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.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County

SALT LAKE COUNTY  
"EXHIBIT A" QUIT-CLAIM  
LEGAL DESCRIPTION

A parcel of land being part of two entire tracts described in that Quitclaim Deed recorded July 26, 1950 in Book 813 at Page 10 and that Auditor's Tax Deed recorded on May 31, 1922 in Book 11-X at Page 169 in the Office of the Salt Lake County Recorder and situate in the NE1/4 NE1/4 of Section 33, and the N1/2 of Section 34, Township 1 North, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said Section 34 at a point in the northerly line of said Auditor's Tax Deed; and running thence S.00°14'03"W. 66.00 feet along the easterly section line of said section 34 to the southerly line of said Auditor's Tax Deed; thence N.89°50'44"W. 4229.72 feet along said southerly line to intersect the easterly line of an entire tract described in said Quitclaim Deed; thence along the lines of said Quitclaim Deed the following three (3) courses: 1) S.00°13'11"W. 34.50 feet; 2) N.89°50'45"W. 1051.18 feet to the westerly section line of said Section 34 and a point 100.50 feet S.00°16'27"W. from the northwest corner of said Section 34; 3) N.89°45'08"W. 74.95 feet; thence N.00°14'50"E. 100.50 feet to the northerly section line of said Section 33; thence S.89°45'08"E. 75.00 feet along said northerly Section line to the northwest corner of said Section 34; thence S.89°50'44"E. 5280.83 feet along the northerly section line of said Section 34 to the point of beginning.

The above described parcel of land contains 392,337 square feet in area or 9.007 acres.