

SCANNED TO: *Magick*
SCANNED BY: *Houy*
DATE: 05/08/2014

RICHARD GRAHAM
PUBLIC SERVICES DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC SERVICES
DIRECTORS OFFICE



CITY COUNCIL TRANSMITTAL

[Signature]
David Everitt, Chief of Staff

Date Received: 05/08/2014
Date sent to Council: 05/12/2014

TO: Salt Lake City Council
Charlie Luke, Chair

DATE: May 7, 2014

FROM: Rick Graham 535-7774
Director of Public Services

SUBJECT: Open Space Acquisitions – City Wide Opportunities

STAFF CONTACT: Todd Reese 972-7804
Parks and Public Lands Director

Emy Maloutas 972-7890
Open Space Lands Program Manager

COUNCIL SPONSOR: Kyle LaMalfa

DOCUMENT TYPE: Resolution

RECOMMENDATION: Approve Interlocal Cooperation Agreement

BUDGET IMPACT: The existing resources of the Salt Lake City Open Space Bond Fund would be used to finance the purchase of Salt Lake County property. Acquisition cost is \$150, plus \$1,850 for due diligence (Environmental Hazard Assessment) and an estimated \$1,000 in closing expenses. The total expenditure would have a small impact on the remaining \$1.074 million balance of the Open Space Bond Fund. City stewardship of the acquisition property will require annual maintenance costs of approximately \$3,300 per year. Maintenance activities will include weed control, mowing, and upland grassland habitat establishment which benefits user experiences and watchable wildlife, identified in the Blueprint Jordan River as a high priority for the community.

BACKGROUND/DISCUSSION: The Interlocal Cooperation Agreement establishes cooperation between Salt Lake City Corporation (City) and Salt Lake County (County) for the purchase by the City of a block of County owned tax-default parcels along the Jordan River. This block of parcels totals just over one acre in size, and is adjacent to City open space lands which are part of the Jordan River Parkway. The parcels are a short distance south of 1700 South, on the east bank across the Jordan River

from the Seven Peaks water park, and are accessible via the Jordan River Parkway Trail. Several small parcels of privately-held land are also located at the northwest corner of the County parcels; these properties are landlocked and have no legal access.

The parcels under consideration are located at 1754 South 1045 West, and shown by the attached site map. These parcels have a willing seller, are located within Salt Lake City, have a geographical connection to existing trails along the Jordan River Parkway, provide recreational and open space benefits, and can be acquired at minimal expenditure of open space acquisition funds; as such, the project meets the acquisition criteria for open space lands.

PUBLIC PROCESS: At its March 20, 2014 public meeting, the Parks, Natural Open Space, Urban Forest, and Trails Advisory Board discussed the proposed acquisition and evaluated criteria. The Board reviewed the acquisition in detail, and unanimously recommended finalization of the acquisition through approval of the Interlocal Cooperation Agreement.

RESOLUTION NO. ____ OF 2014

Authorizing the approval of an interlocal cooperation agreement between Salt Lake City Corporation and Salt Lake County with respect to the conveyance by Salt Lake County to Salt Lake City Corporation of six parcels of real property near the Jordan River

WHEREAS, Utah Code Title 11, Chapter 13 allows public entities to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish said purposes;

THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah as follows:

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE CITY CORPORATION AND SALT LAKE COUNTY, EFFECTIVE ON THE DATE IT IS SIGNED BY ALL PARTIES, WITH RESPECT TO THE CONVEYANCE BY SALT LAKE COUNTY TO SALT LAKE CITY CORPORATION OF SIX PARCELS OF REAL PROPERTY NEAR THE JORDAN RIVER.

2. Ralph Becker, Mayor of Salt Lake City, Utah or his designee is hereby authorized to approve, execute, and deliver said agreement of behalf of Salt Lake City Corporation, in substantially the same form as now before the City Council and attached hereto, subject to such minor changes that do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this ____ day of _____, 2014

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:



Salt Lake City Attorney's Office

Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

April 18, 2014

Contract Number:	03-3-14-7214	Project:	
Contractor:	32787 SALT LAKE COUNTY PARKS & RECREATION		
Contract Title:	OPEN SPACE ACQUISITIONS-CITY WIDE OPPORTUNITIES		
Monitor:	EMY MALOUTAS		

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p>PLEASE CALL LINDA@ 7914 WHEN COMPLETED. THANKS, ENT'D APR 21 2014</p>	<p>I certify that funds are available. _____ Date</p> <p>OR Accounting Signature</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system .</p> <p align="center"><u>Camryn Buf</u> 4/21/14 Accounting Signature Date</p> <p>Funding Source: _____ Dept Cost Center Object Code \$ <u>-0-</u></p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ _____</p>

RECEIVED	CITY ATTORNEY'S OFFICE - Final Approval
<p>PLEASE CALL LINDA@ 7914 WHEN COMPLETED. THANKS, APR 21 2014 Salt Lake City Attorney Date Stamp</p>	<p>Attorney: <u>BOYD FERBUSON</u> Insurance Required: N</p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form. _____ Attorney's Signature Date</p> <p>This contract is Interlocal! Send to: Robyn Stanczyk, Management Services</p>

STEP 3	MAYOR'S OFFICE - Sign Document
<p>PLEASE RETURN TO LINDA BENTON</p>	<p>INSTRUCTIONS: <u>Sign ALL documents.</u></p> <p>Authorized Signer: _____ Name Dept/Div</p> <p>Forward ALL Signed documents to the Recorder's Office</p>

STEP 4	RECORDER'S OFFICE - Activate
<p>PLEASE CALL LINDA@ 7914 WHEN COMPLETED. THANKS,</p>	<p>INSTRUCTIONS: <u>2 ORIGINALS - LINDA BENTON</u></p> <p>When activated, keep 1 signed document, send other signed document(s) to: <u>LINDA BENTON PUBLIC SERVICES 7914</u> Name Department or Division Phone</p>

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made effective _____, 2014, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the "County"), and SALT LAKE CITY CORPORATION, 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 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. The County owns six parcels of real property totaling approximately 1.124 acres located near the Jordan River at approximately 1754 South 1043 West (Parcel Nos. 15-14-328-004, 15-14-328-006, 15-14-328-012, 15-14-328-015, 15-14-328-022, and 15-14-328-024), which real property is landlocked and not currently in public use by the County (these six parcels are collectively known as the "Property").
- E. The City has requested to purchase the Property from the County for the amount of \$150.00 which is the County's minimum real estate sale fee and which will cover back taxes and administrative fees, to preserve the Property as open space and park land for the benefit of the citizens of County and City.
- F. 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.

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 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. The Property shall be used solely as public open space or a public park. If the City neglects or fails to strictly comply with this restriction on the use of the Property, the City agrees that title to the parcel shall then immediately, and without the necessity for any further action on the County's part, revert to and revest in the County; and the City shall lose and forfeit all of its rights, title, and interest in and to the whole of the Property and to improvements and fixtures on it.

ARTICLE 2 CONSIDERATION

Section 2. **Consideration.** City agrees to pay the County's minimum real estate sale fee of \$150.00, which will cover back taxes and administrative fees owed on the Property and which has been determined to be fair consideration for the Property by the Salt Lake County Real Estate Section. The City further agrees to preserve the Property as open space. County and City agree that in consideration of the mutual benefit afforded the citizens of City and 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, County shall convey the Property to the City as outlined herein. No other consideration shall pass between County and City unless stated herein.

ARTICLE 3 ADDITIONAL PROVISIONS

Section 3.1 **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Duration.** This Agreement shall take effect upon execution and terminate upon the performance by the parties of all the obligations described herein.

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

(c) **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.

(d) **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.

(e) **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.

(f) **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.

(g) 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.

(h) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

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

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

(k) 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.

(l) No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.

(m) 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.

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

(o) 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.

(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) 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.

(r) 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.

(s) 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:

R. Claitor Pinter
Deputy District Attorney

SALT LAKE CITY CORPORATION

By: _____
Mayor or Designee

ATTEST:

City Recorder

APPROVED AS TO FORM:

Boyd Ferguson
Senior City Attorney



WHEN RECORDED, MAIL TO:

Salt Lake City Corp.

Parcel Nos. 15-14-328-004
15-14-328-006
15-14-328-012
15-14-328-015
15-14-328-022
15-14-328-024

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quitclaims to SALT LAKE CITY CORPORATION, a Utah municipal corporation, Grantee, of Salt Lake County, State of Utah, to be used solely as public open space or a public park and 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:

Parcel 1:

LOT 18 BLK 2N BEYLE'S RIVERSIDE PLOT

The subject property encompasses approximately 0.08 acres more or less

Parcel 15-14-328-004

Parcel 2:

LOT 15 BLK 2N BEYLE'S RIVERSIDE PLOT

The subject property encompasses approximately 0.08 acres more or less.

Parcel 15-14-328-006

Parcel 3:

LOT 23 BLK 2S BEYLE'S RIVERSIDE PLOT

The subject property encompasses approximately 0.08 acres more or less.

Parcel No. 15-14-328-012

Parcel 4:

LOT 18 BLK 2S BEYLE'S RIVERSIDE PLOT

The subject property encompasses approximately 0.08 acres more or less.

Parcel No. 15-14-328-015

Parcel 5:

THE W 1/2 OF LOT 13 & ALL OF LOT 14, BLK 2N, BEYLE'S RIVERSIDE PLOT

The subject property encompasses approximately 0.12 acres more or less.

Parcel No. 15-14-328-022

Parcel 6:

LOTS 14 THRU 17 & LOTS 19 THRU 22 & THE W 1/2 OF LOT 13 BLK 2 SOUTH, BEYLES RIVERSIDE PLOT

The subject property encompasses approximately 0.68 acres more or less.

Parcel No. 15-14-328-024

REVERTER CLAUSE

Subject to Grantor's right to recover all right, title and interest in the property should Grantee fail to use the property as public open space or public park. If Grantee neglects or fails to strictly comply with this restriction on the use of the Property, Grantee agrees that title to the parcel shall then immediately, and without the necessity for any further action on Grantor's part, revert to and revest in Grantor; and Grantee shall lose and forfeit all of its rights, title, and interest in and to the whole of the Property and to improvements and fixtures on it. The restrictions, covenants, and agreements contained herein shall be covenants running with the land and shall be binding on Grantee, and its heirs, successors, executors, administrators and assigns.

[SIGNATURES ON FOLLOWING PAGE]

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 _____, 2014.

SALT LAKE COUNTY

By: _____
Mayor or Designee

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By R. Christopher Pinter
Deputy District Attorney
Date 4/14/2014

By: _____
Sherrie Swensen, Salt Lake County Clerk

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

On this ___ day of _____, 2014, 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 _____, 2014, 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

Interlocal Cooperation Agreement

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RECITALS:

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- F. 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

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rights, title and interest in the Property via a Quitclaim deed, attached hereto as Exhibit A. The Property shall be used solely as public open space or a public park. If the City neglects or fails to strictly comply with this restriction on the use of the Property, the City agrees that title to the parcel shall then immediately, and without the necessity for any further action on the County's part, revert to and revest in the County; and the City shall lose and forfeit all of its rights, title, and interest in and to the whole of the Property and to improvements and fixtures on it.

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- (b) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- (c) **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.
- (d) **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.
- (e) **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.
- (f) **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.

(g) 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.

(h) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

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

(k) 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.

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(m) 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.

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

(o) 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.

(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) 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.

(r) 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.

(s) 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:

R. Chantel Panton
Deputy District Attorney

SALT LAKE CITY CORPORATION

By: _____
Mayor or Designee

ATTEST:

_____, City Recorder

APPROVED AS TO FORM:

Boyd Ferguson
Senior City Attorney



WHEN RECORDED, MAIL TO:

Salt Lake City Corp.

Parcel Nos. 15-14-328-004
15-14-328-006
15-14-328-012
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15-14-328-024

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quitclaims to SALT LAKE CITY CORPORATION, a Utah municipal corporation, Grantee, of Salt Lake County, State of Utah, to be used solely as public open space or a public park and 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:

Parcel 1:

LOT 18 BLK 2N BEYLE'S RIVERSIDE PLOT

The subject property encompasses approximately 0.08 acres more or less

Parcel 15-14-328-004

Parcel 2:

LOT 15 BLK 2N BEYLE'S RIVERSIDE PLOT

The subject property encompasses approximately 0.08 acres more or less.

Parcel 15-14-328-006

Parcel 3:

LOT 23 BLK 2S BEYLE'S RIVERSIDE PLOT

The subject property encompasses approximately 0.08 acres more or less.

Parcel No. 15-14-328-012

Parcel 4:

LOT 18 BLK 2S BEYLE'S RIVERSIDE PLOT

The subject property encompasses approximately 0.08 acres more or less.

Parcel No. 15-14-328-015

Parcel 5:

THE W 1/2 OF LOT 13 & ALL OF LOT 14, BLK 2N, BEYLE'S RIVERSIDE PLOT

The subject property encompasses approximately 0.12 acres more or less.

Parcel No. 15-14-328-022

Parcel 6:

LOTS 14 THRU 17 & LOTS 19 THRU 22 & THE W 1/2 OF LOT 13 BLK 2 SOUTH, BEYLES RIVERSIDE PLOT

The subject property encompasses approximately 0.68 acres more or less.

Parcel No. 15-14-328-024

REVERTER CLAUSE

Subject to Grantor's right to recover all right, title and interest in the property should Grantee fail to use the property as public open space or public park. If Grantee neglects or fails to strictly comply with this restriction on the use of the Property, Grantee agrees that title to the parcel shall then immediately, and without the necessity for any further action on Grantor's part, revert to and revest in Grantor; and Grantee shall lose and forfeit all of its rights, title, and interest in and to the whole of the Property and to improvements and fixtures on it. The restrictions, covenants, and agreements contained herein shall be covenants running with the land and shall be binding on Grantee, and its heirs, successors, executors, administrators and assigns.

[SIGNATURES ON FOLLOWING PAGE]

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 _____, 2014.

SALT LAKE COUNTY

By: _____
Mayor or Designee

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By R. [Signature]
Deputy District Attorney
Date 4/14/2014

By: _____
Sherrie Swensen, Salt Lake County Clerk

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

On this ___ day of _____, 2014, 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 _____, 2014, 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