



Staff Report

PLANNING DIVISION
COMMUNITY & ECONOMIC DEVELOPMENT

To: Salt Lake City Planning Commission
From: Chris Lee, 801-535-7706, christopher.lee@slcgov.com
Date: August 25, 2016
Re: PLNPCM2016-00053: Mick Riley Golf Course Surplus Property Exchange

Surplus Property Exchange

PROPERTY ADDRESSES: 473 E Vine Street, 430 E Murray Holladay Road, 5000 S Par Three Lane, Murray, UT (not all subject parcels are assigned addresses)

PARCEL ID NUMBERS: **473 E Vine Street:** 22-07-401-007; **430 E Murray Holladay Road:** 22-07-205-010; **5000 S Par Three Lane:** 22-07-277-005, 22-07-430-007; **no address:** 22-08-353-004, 22-08-353-005, 22-08-353-006, 22-08-353-007, 22-08-376-008

REQUEST: Salt Lake City seeks to convey nine significant parcels of real estate located within the Mick Riley Golf Course at approximately 473 E Vine Street to Salt Lake County, pursuant to Municipal Code section 2.58.040. This is part of the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County dated December 22, 2015 (Attachment D). As consideration for this Agreement, the City Properties shall be exchanged for County Properties. Appraisals for each property have been obtained and reviewed and an analysis of the value of the terminating existing leases has been conducted to determine the aggregate value.

RECOMMENDATION: Based on the information in this staff report, Planning Staff recommends that the Planning Commission forward a recommendation of approval to the City Administration to exchange the property with Salt Lake County in a manner consistent with section 2.58 of the Salt Lake City Code.

The following motion is provided in support of the recommendation:

Based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a favorable recommendation to the City Administration to exchange the properties identified in this staff report with Salt Lake County in a manner consistent with section 2.58 of the Salt Lake City Code.

ATTACHMENTS:

- A. [ANALYSIS OF STANDARDS](#)
- B. [PUBLIC PROCESS AND COMMENTS](#)
- C. [DEPARTMENT REVIEW COMMENTS](#)
- D. [INTERLOCAL AGREEMENT](#)

E. [NOTICE](#)
F. [MOTIONS](#)



Area Map of the nine Parcels included in this Surplus Property Exchange

PROJECT DESCRIPTION:

Salt Lake City seeks to convey nine significant parcels of real estate located at approximately 473 E Vine Street, 430 E Murray Holladay Road, and 5000 S Par Three Lane, to Salt Lake County, pursuant to Municipal Code section 2.58.040. Eight of the parcels make up the bulk of the Mick Riley golf course and one of them, 473 E Vine Street, serves as an access point to the club house parking lot. There are no structures on any of the city owned parcels. The Interlocal Cooperation Agreement stipulates that the current use as a golf course must continue for at least 10 years without change. Any and all easements existing on the site will be retained with the exchange. The properties are located in Murray, UT and are not represented by any Salt Lake City Council member.

The application for this surplus property exchange was sent to all city departments relevant to the exchange and none of them indicated a need for Salt Lake City to maintain the lots. All required processes have been followed including notices of the Planning Commission public hearing sent to all neighbors abutting the subject parcels. It should be noted that although a public hearing is required, it is an avenue to for the City to receive public comment on the proposed transaction and a recommendation from the Planning Commission is not required. A public hearing for the remainder of the city owned parcels that are included in the Interlocal Cooperation Agreement was held before the Planning Commission on February 24, 2016. In that meeting the Planning Commission made no recommendation.

ATTACHMENT A: ANALYSIS OF STANDARDS

2.58.040: STANDARDS FOR SALE, TRADE, LEASE, AND CONVEYANCE OF REAL PROPERTY

| Factor | Finding | Rationale |
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| <p>1. A significant parcel of real property owned by the city or any significant legal interest therein shall not be sold, traded, leased or otherwise conveyed or encumbered until the city has provided reasonable notice to all interested parties and held at least one public hearing on the proposed conveyance as set forth herein.</p> | <p>Complies</p> | <p>Notices were sent to all abutting neighbors on 8/25/2016. Additionally, the notice was posted on the City website and delivered to local newspapers on 8/25/2016. A public hearing before the Planning Commission will be held on 9/14/2016. (see attachment E for a copy of the notice)</p> |
| <p>2. Reasonable notice of the proposed conveyance shall include the following:</p> <ol style="list-style-type: none"> 1. Notice of the proposed conveyance shall be mailed to all abutting property owners. 2. Notice of the proposed conveyance shall be delivered to the office of the city council, posted in the office of the city recorder, delivered to a local media representative, and posted on the city's website. | <p>Complies</p> | <p>Notices were mailed to all abutting property owners, delivered to the Office of the City Council, posted in the City Recorder's office, delivered to local media, and posted on the City website on 8/25/2016. (see attachment E for a copy of the notice)</p> |
| <p>3. No significant parcel of city owned real property identified in section 2.58.035, including table 2.58.035D, of this chapter may be conveyed until after a public hearing has been held before one or more of the following as may be applicable: the planning commission, the airport board, the public utilities advisory committee, the golf enterprise fund advisory board, or the parks, natural lands, trails, and urban forestry advisory board.</p> | <p>Complies</p> | <p>The public hearing is scheduled before the Planning Commission on 9/14/2016.</p> |
| <p>4. In addition to the public</p> | <p>Complies</p> | <p>The City Council received notice of</p> |

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| <p>hearing required above, the city council may also request a public hearing before the conveyance of the property. Any request for a hearing before the city council must be delivered to the office of the mayor no less than fifteen (15) days after delivery of the notice to the office of the city council pursuant to subsection B2 of this section. If no request for a hearing is made within that time period, the city council shall be deemed to have waived any right to request a hearing.</p> <p>If a written call for hearing has been made by the city council, the mayor or his or her designee shall attend the hearing to hear and consider comments upon proposals to convey the property specified in the notice. The hearing shall take place before, after or in conjunction with a regularly scheduled city council meeting, as determined by the mayor.</p> | | <p>these applications on 8/25/2016. There has not been a public hearing requested by that body as of yet.</p> |
| <p>Any notice of a proposed conveyance of a significant parcel of city owned real property shall specify the following:</p> <ol style="list-style-type: none"> 1. A description of the property to be conveyed or encumbered; 2. The nature of the proposed conveyance or encumbrance, whether the property is to be sold, traded or encumbered, including the nature of the conveyance if the property is to be sold, or if a trade or lease of property is contemplated, a brief summary of the proposed transaction; 3. Persons to whom interests are to be conveyed; 4. Any consideration tendered; 5. The name of the person, department or entity requesting such action; 6. The basis upon which the value of the interest has been determined by the city; 7. The date, time and location of | <p>Complies</p> | <p>All standards were met when notices were sent. Please see copies of the notices in Attachment E.</p> |

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| <p>the public hearing to be held before the planning commission, airport board, public utilities advisory committee, golf enterprise fund advisory board, or parks, natural lands, trails, and urban forestry advisory board, as applicable. The notice shall further state that interested persons may appear and comment upon the proposal.</p> | | |
| <p>The conveyance or encumbrance of a significant parcel of real property of the city may be finalized:</p> <ol style="list-style-type: none"> 1. By the mayor, at his/her discretion following notice and any public hearings required by this section; or 2. By the mayor, if the transfer is revocable and the mayor has determined that an unanticipated combination of facts and conditions of pressing necessity has emerged that requires that action be taken before a city council hearing. Such conditions shall not be deemed to arise unless it appears that delay from the notice or a city council hearing would produce: <ol style="list-style-type: none"> a. Great or irreparable injury to persons seeking the conveyance or encumbrance, with negligible impact upon city interests; b. Serious detriment to the social or economic interest of the community as whole; or 3. Substantial economic loss to the city. | <p>Undetermined</p> | <p>The finalization phase has not yet occurred.</p> |
| <p>Any decision by the mayor to forego the city council hearing provisions of this section shall be made in writing to the city council, stating the specific reasons upon which the decision was based.</p> | <p>Undetermined</p> | <p>Planning staff has no knowledge of this having occurred in regards to this application.</p> |

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| <p>The following shall be exempt from the mandatory procedures of this section:</p> <ol style="list-style-type: none"> 1. The leasing of existing buildings, infrastructure, or facilities; 2. Special events lasting less than twenty one (21) days; 3. The leasing of recreation areas in accordance with their intended use; 4. The selling of burial rights in the Salt Lake City Cemetery; and 5. The granting of easements or other rights that service the property, including grants in connection with utilities or safety equipment such as traffic signal poles. Any such easement or use right must be primarily for the benefit of the city. With respect to open space land under chapter 2.90 of this title, such easement or use right may be granted only with the approval of the city's open space lands manager. (Ord. 50-15, 2015) | <p>Not Applicable</p> | <p>None of the subject properties are exempt from the mandatory procedures.</p> |
| <p>NOTES:</p> | | |

ATTACHMENT B: PUBLIC PROCESS AND COMMENTS

Public Notice, Meetings, Comments

The following is a list of public meetings, notices, and input for the proposed property exchanges:

Notice of the public hearing for the proposal included:

The public hearing will take place before the Planning Commission on 9/14/2016 in room 326 of the City and County Building on 451 S State Street beginning at 5:30 PM.

Notice of the public hearing for the proposal included:

Public hearing notice delivered to the office of the City Council and posted in office of the City Recorder on 8/25/2016

Public hearing notice posted on City and State websites and Planning Division list serve, mailers sent to all properties abutting the subject parcels, and delivered to a local media representative on 8/25/2016.

Public hearing notice published in the newspaper on 8/25/2016.

Public Input:

At the time this staff report was written, no public comments had been received.

ATTACHMENT C: DEPARTMENT REVIEW COMMENTS

Engineering

No comments.

Zoning (Greg Mikolash)

No zoning related issues.

Transportation

No comments.

Public Utilities (Jason Draper)

Any site or building improvements will need to be approved by SLC Public Utilities through the building permit process.

Fire

No comments.

Sustainability

No comments.

Police

No comments.

ATTACHMENT D: INTERLOCAL AGREEMENT

Salt Lake City Corporation Contract Activation

Contract Nbr: 15 1 16 8514 Status: A City Wide: N

Title: INTERLOCAL COOPERATION AGREEMENT

Vendor 10410 SALT LAKE COUNTY

Dept Contact: LINDSAY ROSS 801-535-7788

Starts: Ends:

Term: Units:

Limit: \$0.00

Contract Activation was successful.

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective _____, 2015 ("*Effective Date*"), by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah ("*County*"), and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation and political subdivision of the State of Utah (the "*City*"). The County and the City are individually referred to herein sometimes as a "*Party*" and collectively as the "*Parties*."

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 the City are public agencies for purposes of the Act.

D. The County owns several parcels of real property identified in the table attached hereto as Exhibit A (the "*County Property*"). The County has a leasehold interest in several other parcels of real property owned by the City identified in the table attached hereto as Exhibit B (the "*County Leases*"), including a leasehold interest in real property identified as the "*City and County Building First Floor*". The County Property is individually defined as the "*Raging Waters Parcel*" and the "*Lambs Canyon Parcel*".

E. The City owns several parcels of real property identified in the table attached hereto as Exhibit C (the "*City Property*"). The City has a leasehold interest in several other parcels of real property owned by the County identified in the table attached hereto as Exhibit D (the "*City Leases*"). The City Property is individually defined as the "*Mick Riley Golf Course Parcel*"; the "*Health Department Parcel*"; the "*Tenth East Senior Center Parcel*"; the "*Liberty Senior Center Parcel*"; and the "*Sunday Anderson Senior Center Parcel*".

F. The value of the County Property and the County Leases is essentially equivalent to the value of the City Property and the City Leases.

G. The County Property and the City Property are individually referred to herein sometimes as a "*Parcel*" and collectively as the "*Parcels*." The County Leases and the City Leases are collectively referred to as the "*Leases*."

H. The County and the City would like to exchange title to the Parcels and terminate the Leases so that the County will own the City Property and the City will own the County Property.

I. The Parties, wishing to memorialize their arrangement for the exchange of title to the County Property for title to the City Property and for the termination of the Leases, enter into 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:

Section 1. **Conveyance.**

(a) Upon the terms and subject to the conditions and contingencies set forth herein, the County hereby agrees to convey the County Property identified in Exhibit A to the City, free and clear of financial encumbrances and subject only to the Permitted Exceptions (defined below).

(b) Upon the terms and subject to the conditions and contingencies set forth herein, the City hereby agrees to convey the City Property identified in Exhibit C to the County, free and clear of financial encumbrances and subject only to the Permitted Exceptions.

(c) Provided that all other closing conditions are met and no later than ninety (90) days after the Effective Date, the Parties will hold a closing at which County will convey to the City the Raging Waters Parcel and the Lambs Canyon Parcel, in exchange for the City's conveyance to the County of the Health Department Parcel ("*First Closing*").

(d) At the First Closing, the following actions shall occur:

(i) The following Leases identified in Exhibits B and D will immediately terminate:

(A) Lease Agreement dated March 7, 1973 between Salt Lake City Corporation and Salt Lake County, as modified and amended ("*Raging Waters Lease*").

(B) Inter-local Co-operation Agreement and Lease dated June 24, 1971 between Salt Lake City and Salt Lake County ("*Health Department Building Lease*").

(ii) The Parties shall jointly execute a Notice of Lease Termination ("*Lease Termination*"), a form of which is attached hereto as Exhibit E and incorporated herein, expressly terminating the Raging Waters Lease and the Health Department Lease.

(iii) The County shall deliver or cause to be conveyed to the City a special warranty deed ("*Deed*"), a form of which is attached hereto as Exhibit F and incorporated herein, for the Raging Waters Parcel and the Lambs Canyon Parcel, and City shall deliver or cause to be conveyed to the County a Deed for the Health Department Parcel.

(A) The Deed from the City conveying the Health Department Parcel to the County shall include a restriction for a term of twenty (20) years requiring the County to continue to operate health department services at the same or better level of service to City and County citizens at the Health Department Parcel following construction of a new health department building on that parcel or, in the event that the County decides to utilize a different site to serve the

same population that currently uses the health department, the County shall seek and obtain the City's written consent prior to moving the services to the new site. The Parties understand that health department services may not be provided at the Health Department Parcel during construction of the new building.

(B) The Deed from the County conveying the Lambs Canyon Parcel to the City shall include a perpetual restriction requiring the Lambs Canyon Parcel to be used solely for watershed purposes or as open space, and in the event the City ceases using any portion of the Lambs Canyon Parcel for watershed purpose or as open space, the entire Lambs Canyon Parcel will revert to the County.

(C) The Raging Waters Parcel was purchased using funds obtained from the Federal Land & Water Conservation Fund. The Deed from the County conveying the Raging Waters Parcel to the City shall include a perpetual restriction requiring the Raging Waters Parcel to be used perpetually for public outdoor recreation uses, and in the event the City ceases using the Raging Waters Parcel for public outdoor recreation uses, the entire Raging Waters Parcel will revert to the County.

(e) Within fifteen (15) days of completion of the Second Closing Contingencies (defined below) and provided that all other closing conditions are met, the Parties shall hold a closing at which the County will release its leasehold interest in the City and County Building First Floor and terminate the sublease of that leasehold interest to the City, in exchange for the City's conveyance to the County of the Mick Riley Golf Course Parcel, the Tenth East Senior Center Parcel, the Liberty Senior Center Parcel, and the Sunday Anderson Senior Center Parcel ("*Second Closing*").

(f) At the Second Closing, the following actions shall occur:

(i) The following Leases identified in Exhibits B and D will immediately terminate:

(A) City and County Building Lease dated June 17, 1986, between Salt Lake City Corporation and Salt Lake County, as amended ("*City and County Building Lease*").

(B) Agreement between Salt Lake City and Salt Lake County for the Lease of Certain Space Within the City and County Building dated September 3, 2002 ("*City and County Building Sublease*").

(C) Lease Agreement by and between Salt Lake City Corporation and Salt Lake County dated December 27, 2000, for the Westside Senior Citizens Center ("*Sunday Anderson Center Lease*").

(D) Lease Agreement by and between Salt Lake City Corporation and Salt Lake County dated December 27, 2000, for the Central City Senior Citizens Center ("*Liberty Center Lease*").

(E) Lease Agreement between Salt Lake City Corporation and Salt Lake County dated December 27, 2000, for the Tenth East Senior Citizens Center ("*Tenth East Center Lease*").

(F) Lease Agreement dated August 18, 2013, between Salt Lake City Corporation and Salt Lake County for portions of the Mick Riley Golf Course (“*Mick Riley Golf Course Lease*”).

(ii) The Parties shall jointly execute a Lease Termination expressly terminating the City and County Building Lease, the City and County Building Sublease, the Sunday Anderson Center Lease, the Liberty Center Lease, the Tenth East Center Lease, and the Mick Riley Golf Course Lease.

(iii) The City shall deliver or cause to be conveyed to the County a Deed for the Sunday Anderson Senior Center Parcel, the Liberty Senior Center Parcel, the Tenth East Senior Center Parcel, and the Mick Riley Golf Course Parcel.

(A) The Deed conveying the Tenth East Senior Center Parcel to the County shall include a restriction for a term of ten (10) years requiring the County to continue to serve the same population that currently uses the Tenth East Senior Center at the same or better level of service either at the Tenth East Senior Center Parcel or another facility that meets the needs of the community. In the event that the County decides during the ten year term to utilize a different site to serve the same population that currently uses the Tenth East Senior Center Parcel, the County shall seek and obtain the City’s written consent prior to moving the services to the new site. Immediately upon recording the Deed conveying the Tenth East Senior Center, the Parties shall record the Victory Park Access Easement, as defined in Section 8(d)(i)(b).

(B) The Deed conveying the Liberty Senior Center Parcel to the County shall include a restriction for a term of ten (10) years requiring the County to continue to serve the same population that currently uses the Liberty Senior Center at the same or better level of service, either at the Liberty Senior Center Parcel or another facility that meets the needs of the community. In the event that the County decides during the ten year term to utilize a different site to serve the same population that currently uses the Liberty Senior Center Parcel, the County shall seek and obtain the City’s written consent prior to moving the services to the new site.

(C) In the event that the County does not use the Sunday Anderson Senior Center Parcel or any portion thereof for a public purpose and designates the unused Sunday Anderson Senior Center Parcel or any portion thereof as surplus property (“Unused Property”) to be marketed and sold to any private entity for non-public purposes, the County shall, prior to advertising the Unused Property on the open market, give the City written notice of the County’s intention to sell the Unused Property. The City shall then have the option for thirty (30) days after receipt of such notice (“the Option”) within which to elect to purchase the Unused Property at a price equal to its fair market value (the “Option Price”) established by a qualified appraiser (with an MAI designation) acceptable to both Parties, with each Party paying an equal share of the selected appraiser’s fee. If the City elects to purchase the Unused Property for the Option Price pursuant to the Option herein granted, it shall give written notice of such election to the County within the thirty (30) day period provided herein. The closing of the City’s purchase of the Unused Property for the Option Price as contemplated herein shall take place at a time, date, and place agreeable to both Parties, but in no event shall the closing date be later than 90 days from the date the City exercised the Option. If the City does not exercise the Option within the exercise period granted herein or exercises the Option

but does not close within 90 days after exercising the Option, the Option will automatically terminate and neither Party will have any further obligation to the other regarding the Sunday Anderson Senior Center Parcel. Notwithstanding the forgoing, the County shall have the right to sell, lease, transfer, or otherwise convey all or a portion the Sunday Anderson Senior Center Parcel to any governmental entity for any public purpose without triggering the Option, and the Option shall terminate as to that portion of the Property that is thus conveyed. This Option shall terminate on the earlier to occur of: (1) the date that is ten years from the date closing occurs for the County's acquisition of the Sunday Anderson Senior Center Parcel or (2) as expressly provided herein. The City may not assign its interest under the Option without the express written consent of the County. The Option shall survive closing and shall be recorded against the Sunday Anderson Senior Center Parcel by a separate instrument, the proposed form of which is attached hereto as Exhibit G.

(D) The Deed conveying the Mick Riley Golf Course Parcel shall include a perpetual restriction requiring the Mick Riley Golf Course Parcel to be used by the County or its successors in interest solely as open space or a golf course (the "*Mick Riley Deed Restriction*"), and in the event the County ceases using any portion of the Mick Riley Golf Course Parcel as open space or golf course, except as provided in Subsection 8(d)(iii)(C) below, the entire Mick Riley Golf Course Parcel will revert to the City. The Deed for the Mick Riley Golf Course Parcel will also include language reserving the Mick Riley Retained Easement as defined in Subsection 8(d)(iii)(D) below for the benefit of the City.

(E) The City will also convey to the County, pursuant to a quitclaim deed, any and all of its interest in (a) that portion of the street known as Norris Place that traverses the Tenth East Senior Center Parcel to the extent that it is a private street and; (b) that portion of the alley that traverses the Liberty Senior Center Parcel to the extent that it is a private alley.

Section 2. **Consideration.** The Parties have each obtained and reviewed appraisals for the Parcels and estimates of value for the Leases (if applicable) and although these values are somewhat different, the Parties hereby agree that the total value of the County Property together with the estimate of value for the termination of the City Leases is essentially equivalent to the total value of the City Property together with the termination of the County Leases. As consideration for this Agreement, the County Property shall be exchanged for the City Property and the Parties shall terminate the Leases as provided herein and no other consideration shall be required for the exchange.

Section 3. **Closing.** The First Closing and the Second Closing (sometimes collectively called a "*Closing*") shall be consummated by First American Title Insurance Company, National Commercial Services, Attn: Aaron C. Hansen, 215 South State Street, Suite 380, Salt Lake City, Utah 84111 ("*Escrow Agent*"). At a Closing, City and County agree to deliver possession of each of its respective Parcels, free of any right of possession or claim to right of possession by any third party. Until a Closing occurs, the risk of loss to a Parcel shall be borne solely by the Party owning such Parcel. Real property taxes and assessments relating to the Parcels shall be prorated as of a Closing. Each Party shall be responsible for and shall promptly pay all charges with respect to its Parcels attributable to the period up to and including a Closing. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the closing costs charged by the Escrow Agent.

Section 4. **Escrow Agent.** Upon the execution of this Agreement, the Parties shall establish an escrow with the Escrow Agent for the purpose of consummating the Exchange, by executing, if required by the Escrow Agent, the Escrow Agent's standard escrow instructions. If standard escrow instructions are not required by the Escrow Agent, this Agreement shall serve as Escrow Agent's instructions. If standard escrow instructions are required by the Escrow Agent and there is any inconsistency between the standard escrow instructions and this Agreement, this Agreement shall control. Each Closing shall be consummated through the Escrow Agent's escrow. In addition to the Deeds, Lease Terminations, and other instruments contemplated to be delivered at a Closing pursuant to this Agreement, the Parties shall each also execute and deliver such documents as are usual, customary and/or necessary for commercial real estate closings.

Section 5. **Title.** The conveying party ("*Grantor Party*") shall deliver or cause to be delivered to the receiving party ("*Grantee Party*"), at no expense to the Grantee Party, within fifteen (15) days of the Effective Date of this Agreement, a title insurance commitment ("*Title Commitment*") prepared by the Escrow Agent covering the Grantor Party's Parcels, committing to issue to the Grantee Party, upon the recording of the respective Deeds, a standard owner's policy of title insurance in an amount reasonably established by the Grantee Party. Each such title policy shall insure the Grantee Party's fee simple title to the respective Parcels, subject only to the Permitted Exceptions (defined below). Copies of all instruments and documents referred to in the Title Commitment shall be provided with the Title Commitment. Each Grantee Party will have sixty (60) days after receipt of the Title Commitment to review the status of the title ("*Title Review Period*"). If the Grantee Party has not given notice of objections within the Title Review Period, the Grantee Party will be deemed to have consented to the status of title to the respective Parcels. If, within the Title Review Period, the Grantee Party gives notice of objections to a title exception, the Grantor Party shall attempt in good faith to cure such objection. Notwithstanding anything in this Agreement to the contrary, each Grantee Party acknowledges and agrees that the Grantor Party shall have no obligation to cure any objection or defect to title. If a Grantee Party's objections are not cured by the Grantor Party within thirty (30) days from receipt of notice of the objection, the Grantee Party may either waive such title objections and proceed to, and complete, Closing or terminate this Agreement by delivering written notice to the other Party. All exceptions listed on each Title Commitment which are not objected to by the Grantee Party are referred to herein collectively as the "*Permitted Exceptions.*" Notwithstanding any other provision of this Agreement, the Permitted Exceptions shall not include, and each Grantor Party shall convey and warrant the respective Parcel to the Grantee Party free and clear of, any lien or encumbrance on the respective Parcel that secures the payment of money, or that may be removed or satisfied by the payment of money, but not including the lien of taxes or assessments not yet due or payable as of the Closing.

The Grantor Party shall pay the cost of a standard owner's policy of title insurance obtained on the Parcels it is conveying. The Grantee Party shall be responsible for the cost of any endorsements it requires above the cost of a standard policy.

Section 6. **Disclosures.** No later than fifteen (15) calendar days after the Effective Date of this Agreement, the Grantor Party will deliver to the Grantee Party the following documents to the extent the same are in the Grantor Party's possession or control: (a) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Parcels after Closing; and (b) copies of any environmental assessments, reports, site plans, or other documents in

the Grantor Party's possession or control.

Section 7. **Inspection Review.** The Grantee Party will have an inspection period (the "*Inspection Period*") of up to sixty (60) days from the Effective Date of this Agreement in which to investigate the Grantor Party's Parcels. During the Inspection Period, the Grantee Party may, in its sole discretion, cancel the Agreement at any time for any reason by delivery of written notice to the Grantor Party. The Grantee Party and its representatives, consultants and contractors shall at all times have the privilege, opportunity and right of entering upon the Grantor Party's Parcels in order to inspect and examine the same and perform boundary, topographic and like surveys and inspections, as well as other tests and inspections (including, without limitation, geotechnical and environmental tests, studies and examinations, soil tests, borings, percolation tests and other tests needed to determine surface, subsurface and topographic conditions). If a Grantee Party desires to perform invasive sampling and testing of the soil or groundwater in regard to an environmental site assessment, such Party must first obtain the Grantor Party's written approval for the scope of work. A Grantee Party's written sampling plan must be approved by the Grantor Party, and Grantor Party's representative shall have the right to accompany the Grantee Party upon entry onto the applicable Parcels. All studies and environmental tests shall be performed at the sole cost and expense of the Grantee Party and shall be performed so as to prevent any damage to the Parcels and not interfere with the Grantor Party's use thereof. Each Party agrees any approval or consent hereunder shall not be unreasonably withheld, delayed or conditioned. Each Grantee Party further agrees to indemnify and hold the Grantor Party harmless from and against any and all claims, liabilities, or expenses of any nature whatsoever arising out of the Grantee Party's entry and activities on the Grantor Party's Parcels provided; however, that the Grantee Party shall have no liability or responsibility related to (a) preexisting contamination not otherwise aggravated by the Grantee Party, or (b) conditions or for any cause of action, expense, damage, liability, claim or injury arising from the negligence or intentional act of the Grantor Party.

Section 8. **General Conditions to Closing; First and Second Closing Contingencies.**

(a) **General County Closing Conditions.** Notwithstanding anything in this Agreement to the contrary and in addition to any other conditions in favor of the County, the County's obligation to close under this Agreement shall be subject to the satisfaction (or waiver by the County in writing) of the following conditions and contingencies ("*County Closing Conditions*") on and as of a Closing, or such other date as may be set forth below:

(i) The City shall have delivered to Escrow Agent the original, signed Deed to the City Property being conveyed at that Closing in recordable form and the original, signed Lease Termination for the Leases being terminated at that Closing and shall have otherwise fully complied with all of the obligations and covenants in this Agreement on its part to be performed on or prior to that Closing and there shall be no default on the part of the City hereunder.

(ii) The City shall have delivered to the Escrow Agent such other funds, instruments and documents as may be reasonably requested by the County or Escrow Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to City's prior approval thereof, which approval shall not be unreasonably withheld).

(b) General City Closing Conditions. Notwithstanding anything in this Agreement to the contrary and in addition to any other conditions in favor of the City, the City's obligation to close under this Agreement shall be subject to the satisfaction (or waiver by the City in writing) of the following conditions and contingencies ("*City Closing Conditions*", and together with the County Closing Conditions, the "*General Closing Conditions*") on and as of a Closing, or such other date as may be set forth below:

(i) The County shall have delivered to Escrow Agent the original, signed Deed to the County Property being conveyed at that Closing in recordable form and the original, signed Lease Termination for the Leases being terminated at that Closing and shall have otherwise fully complied with all of the obligations and covenants in this Agreement on its part to be performed on or prior to that Closing and there shall be no default on the part of the County hereunder.

(ii) The County shall have delivered to the Escrow Agent such other funds, instruments and documents as may be reasonably requested by the City or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to the County's prior approval thereof, which approval shall not be unreasonably withheld).

(c) First Closing Conditions. Notwithstanding anything in this Agreement to the contrary and in addition to the General Closing Conditions, the Parties' obligation to close under this Agreement shall be subject to the satisfaction (or waiver by the Grantee Party in writing) of the following Parcel-specific conditions and contingencies ("*First Closing Conditions*") on and as of the First Closing:

(i) City and County agree to work in good faith to obtain the release of a lien for privilege taxes which are delinquent on the Raging Waters Parcel.

(d) Second Closing Conditions. Notwithstanding anything in this Agreement to the contrary and in addition to the General Closing Conditions, the Parties' obligation to close under this Agreement shall be subject to the satisfaction (or waiver by the Grantee Party in writing) of the following Parcel-specific conditions and contingencies ("*Second Closing Conditions*") on and as of the Second Closing:

(i) Tenth East Senior Center Parcel.

(A) The City shall have obtained approval for and recorded a subdivision plat and obtained any other necessary approvals to subdivide the Tenth East Senior Center Parcel to effectuate the removal of Victory Park from the Tenth East Senior Center Parcel. The Parties agree that Victory Park, including an area where sixteen parking stalls are currently located adjacent to the tennis courts, shall not be included in the Exchange and shall remain in the sole possession and ownership of the City. A map depicting where the boundary between Victory Park and the Tenth East Senior Center Parcel shall be located is attached hereto as Exhibit H. The subdivision plat will also consolidate the various parcels that currently constitute the Tenth East Senior Center Parcel into a single parcel and will vacate any public street and terminate any privately owned street to the extent such streets traverse the Tenth East Senior Center Parcel.

(B) The City and County shall agree to a form of easement under which the County shall grant to the City an easement for parking and public access to Victory Park from the Tenth East Senior Center Parcel parking lot ("*Victory Park Access Easement*").

(ii) Liberty Senior Center Parcel.

(A) The City shall have obtained approval for and recorded all documents necessary for a lot line consolidation which will consolidate the parcels that currently constitute the Liberty Senior Center Parcel into a single parcel and which will terminate any privately owned alley to the extent such alley traverses the Liberty Senior Center Parcel. The Parties agree that Tauffer Park does not constitute a portion of the Liberty Senior Center Parcel and shall not be included in the Exchange but shall remain in the sole possession and ownership of the City.

(iii) Mick Riley Golf Course Parcel.

(A) City and County shall work together to identify any existing encroachments by surrounding properties (each, an "*Existing Encroachment*") and any existing access easements, canals, irrigation ditches, wells, water lines, related facilities, or waterways owned by the City ("*City Retained Uses*").

(B) City shall notify, in writing, with a copy to the County, each surrounding property owner who is utilizing an Existing Encroachment on the Mick Riley Golf Course Parcel of the specific Existing Encroachment. The notification shall include a deadline to remove the Existing Encroachment. The Parties agree that Existing Encroachments that have not been resolved by the date of the Second Closing shall not constitute violations by the County of the Mick Riley Deed Restriction.

(C) If, after the Second Closing, the County decides to convey a portion of the Mick Riley Golf Course affected by an Existing Encroachment (an "*Existing Encroached Parcel*") to an abutting property owner to resolve the Existing Encroachment, County will provide City with written notice of County's intent to convey the Existing Encroached Parcel. Such conveyances shall be subject to the Mick Riley Deed Restriction unless the party acquiring the property reaches an agreement with the City to have the Mick Riley Deed Restriction released. The Parties agree that the conveyance of an Existing Encroached Parcel shall not constitute a violation of the Mick Riley Deed Restriction.

(D) Prior to the Second Closing, the City and County shall agree to the terms and conditions of a perpetual retained easement whereby the County shall grant to the City an easement for (a) all the City Retained Uses on the Mick Riley Golf Course Parcel; and (b) any new wells, related facilities, and water lines on the Mick Riley Golf Course Parcel, in locations to be mutually agreed upon by the City and County (the "*Mick Riley Retained Easement*"). The terms and conditions of the Mick Riley Retained Easement will be retained in the final, recorded Deed for the Mick Riley Golf Course Parcel. The Parties may also record a notice of easement on the Mick Riley Golf Course Parcel separately identifying the Mick Riley Retained Easement terms.

(E) The Deed conveying the Mick Riley Golf Course Parcel to the County shall include the Mick Riley Deed Restriction.

(e) Effect of Failure to Satisfy Conditions. The General Closing Conditions, First Closing Conditions, and Second Closing Conditions are referred to herein collectively as the "*Closing Conditions*". If any Closing Condition is not satisfied as of the date required for such condition, the Party harmed by such failure may at its sole option: (i) terminate this Agreement, or (ii) if the non-satisfaction of any condition is a result of the other Party's failure or inability to perform hereunder, extend the Closing Date until such date as the other Party performs.

Section 9. "As Is" Exchange.

(a) EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE APPLICABLE DEED, THE GRANTEE PARTY IS NOT RELYING, AND HAS NOT RELIED, ON ANY REPRESENTATION, GUARANTEE, WARRANTY OR ACTION OF THE GRANTOR PARTY RELATING TO THE PROPERTY BEING CONVEYED TO THE GRANTEE PARTY, AS APPLICABLE (HEREINAFTER, THE "**CONVEYED PROPERTY**"), AND THE GRANTEE PARTY IS TAKING THE CONVEYED PROPERTY BASED UPON THE GRANTEE PARTY'S OWN INVESTIGATION, INSPECTION, KNOWLEDGE, AND UNDERSTANDING OF THE CONVEYED PROPERTY. EACH GRANTEE PARTY ACKNOWLEDGES THAT IT HAS HAD ADEQUATE TIME AND OPPORTUNITY TO INVESTIGATE THE CONVEYED PROPERTY AS IT DEEMED NECESSARY AND/OR APPROPRIATE.

(b) EACH GRANTEE PARTY HEREBY ACCEPTS THE CONVEYED PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", AND, EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE DEED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND EACH GRANTOR PARTY DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY PREVIOUSLY GIVEN OR OFFERED TO THE GRANTEE PARTY, EXCEPT TO THE EXTENT SUCH REPRESENTATION OR WARRANTY IS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH GRANTOR PARTY PROVIDES NO WARRANTIES, REPRESENTATIONS OR ASSURANCES AS TO THE ENVIRONMENTAL CONDITION OF THE CONVEYED PROPERTY, OR THE CONFORMITY OF THE CONVEYED PROPERTY WITH ANY APPLICABLE LAWS, ORDINANCES, RULES, OR REGULATIONS.

Section 10. Changes during Transaction. Both Parties agree that after executing this Agreement they will not enter into any written contracts, agreements, amendments, encumbrances, or listings, or be a party to any oral understandings or agreements affecting the Parcels, which may become binding upon the other party. In addition, both Parties agree that no changes to any existing leases shall be made (except as provided herein), no new leases entered into, and no alterations or improvements to the Parcels shall be made or undertaken without the written consent of the other Party.

Section 11. Agency Disclosure. By signing this Agreement, the County and the City each represent and warrant to the other party that it is not represented by a real estate broker and neither the County nor the City is obligated to pay any real estate commission in this transaction.

Section 12. 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 respective Closings for the exchange of the County Property and the City Property shall be accomplished promptly, as provided herein. 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 13. **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 the City's Mayor or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed 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 Parcels 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 14. **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 the following addresses:

COUNTY:

Salt Lake County Real Estate Section
2001 South State Street, #S3-120
Salt Lake City, Utah 84114-4575
(385) 468-0373
Attn: Lee Colvin
Email: lcolvin@slco.org

CITY:

Salt Lake City Corporation
c/o Real Estate Services
451 South State St., Room 425
PO Box 145460
Salt Lake City, Utah 84114-5460
Attn: Dan Rip
Email: Daniel.Rip@slcgov.com

WITH A COPY TO:

Salt Lake County District Attorney's Office
Civil Division
2001 South State Street, #S3-600
Salt Lake City, Utah 84190-1210
(385) 468-7700
Attn: R. Christopher Preston
Email: rpreston@slco.org

WITH A COPY TO:

Salt Lake City Attorney's Office
451 South State Street, Suite 505A
Salt Lake City, Utah 84111
Attn: Katherine Lewis
Email: Katherine.Lewis@slcgov.com

(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, the County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]), or the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; 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, County ordinances, or the City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

(n) Integration. This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior understandings, representations or agreements of the Parties regarding the Parcels and the subject matter in this document.

[SIGNATURE PAGES FOLLOW]

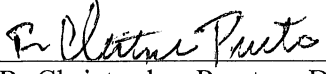
IN WITNESS WHEREOF, the City, by resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and the County, by resolution of its County Council, caused this Agreement to be signed by the Mayor, or his designee.

SALT LAKE COUNTY

By: 

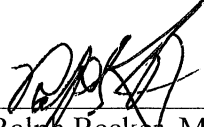
Mayor or Designee

Approved As To Form:




R. Christopher Preston, Deputy District Attorney
Date: 12/7/15

SALT LAKE CITY, a Utah municipal corporation

By: 

Ralph Becker, Mayor

ATTEST:



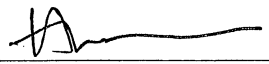
City Recorder

RECORDED

DEC 22 2015

CITY RECORDER

Approved As To Form:
Salt Lake City Attorney's Office



Katherine Lewis
Date: 12/18, 2015

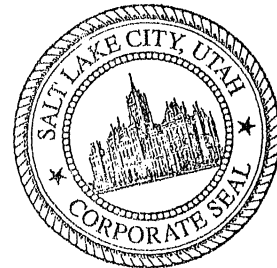


Exhibit A
To Interlocal Cooperation Agreement

(Table of County Property)

| Parcel Name | Address | Parcel Number |
|---------------------|---|--|
| Raging Waters | 1205 West 1700 South | 15-14-301-003-2000 |
| Lambs Canyon Parcel | Approximately 10599 Millcreek Canyon Road | (230.069 Acre Portion of Parcel No. 18-32- 100-003 |

Exhibit B To Interlocal Cooperation Agreement

(Table of County Leases)

| Lease | Building/Address | Commencement Date |
|--|---|-------------------|
| Agreement between Salt Lake City and Salt Lake County for the Lease of Certain Space Within the City and County Building | City & County Building, 451 South State Street | September 3, 2002 |
| Inter-local Co-operation Agreement and Lease between Salt Lake City and Salt Lake County | Health Department Building | June 24, 1971 |
| Lease Agreement by and between Salt Lake City Corporation and Salt Lake County | Westside Senior Citizens Center("Sunday Anderson Center Lease") | December 27, 2000 |
| Lease Agreement by and between Salt Lake City Corporation and Salt Lake County | Central City Senior Citizens Center ("Liberty Center Lease") | December 27, 2000 |
| Lease Agreement between Salt Lake City Corporation and Salt Lake County | Tenth East Senior Citizens Center ("Tenth East Center Lease") | December 27, 2000 |
| Lease Agreement dated, between Salt Lake City Corporation and Salt Lake County | ("Mick Riley Golf Course Lease") | August 18, 2013 |

Exhibit C To Interlocal Cooperation Agreement

(Table of City Property)

| Parcel Name | Address | Parcel Number |
|---|--|--|
| Mick Riley Golf Course | 421 East Vine Street Murray, UT 84107 | 22-07-205-010, 22-07-277-005, 22-07-401-007, 22-07-430-007, 22-08-353-004, -005, -006, -007, 22-08-376-008 |
| Salt Lake County Health Department Building | 610 South 200 East | 16-06-382-001 |
| Sunday Anderson Senior Center | 868 West 900 South | 15-11-254-001, 15-11-254-017 |
| Liberty Senior Center | 251 East 700 South | 16-07-127-012, -013, -016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -027 |
| Tenth East Senior Center | 237 South 1000 East | 16-05-252-019, 16-05-253-001, -002, 16-05-254-001, 16-05-254-002 |

Exhibit D
To Interlocal Cooperation Agreement

(Table of City Leases)

| Lease | Building/Address | Commencement Date |
|---|--|-------------------|
| City and County Building Lease between Salt Lake City Corporation and Salt Lake County, as amended. | City & County Building, 451 South State Street | June 17, 1986 |
| Lease Agreement between Salt Lake City Corporation and Salt Lake County, as modified and amended | Raging Waters | March 7, 1973 |

Exhibit E
To Interlocal Cooperation Agreement

[Form Notice of Lease Termination]

WHEN RECORDED, RETURN TO:

Salt Lake City Corporation
c/o Real Estate Services
451 South State St., Room 425
PO Box 145460
Salt Lake City, Utah 84114-5460

NOTICE OF LEASE TERMINATION

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") have entered into the following leases ("Leases") with each other:

[List of Leases]

The Leases affect the real property more particularly described on Exhibit A, attached hereto and incorporated herein.

The County and the City hereby give notice that the Leases shall terminate on [date of closing], 2015 ("Termination Date").

Each party agrees to vacate and deliver up possession of the leased premises to the respective landlord on or before the Termination Date. As of the Termination Date, each party fully releases the other from any and all further obligations under the Leases.

[SIGNATURE PAGE FOLLOWS]

This Notice of Lease Termination is executed to be effective as of the Termination Date.

SALT LAKE CITY CORPORATION:

By: _____
Mayor or Designee

ATTEST:

City Recorder

Approved As To Form:
Salt Lake City Attorney's Office

Katherine N. Lewis
Date: _____, 2015

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake City Corporation, and that the foregoing instrument was signed on behalf of Salt Lake City Corporation by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

This Notice of Lease Termination is executed to be effective as of the Termination Date.

SALT LAKE COUNTY:

By: _____
Mayor or Designee

Approved As To Form:
Salt Lake County Deputy District Attorney

R. Christopher Preston
Date: _____, 2015

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, 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, Utah

Exhibit A
to
Notice of Lease Termination

[Insert Legal Descriptions for Leases]

Exhibit F
To Interlocal Cooperation Agreement

[Form Special Warranty Deed]

WHEN RECORDED, RETURN TO:
Salt Lake County Real Estate Section
2001 South State Street, #S3-120
Salt Lake City, Utah 84114-4575

SPECIAL WARRANTY DEED

Tax Serial No. _____

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby conveys and warrants against all who claim by, through, or under Grantor, to SALT LAKE CITY CORPORATION, a Utah municipal corporation, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described parcels of real property in Salt Lake County, Utah, to wit:

SEE EXHIBIT A

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 20__.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Salt Lake County Clerk

[Notary Acknowledgments on Following Page]

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, 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, Utah

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake County, and that the foregoing Special Warranty 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, Utah

Exhibit A
to
Special Warranty Deed

WHEN RECORDED, RETURN TO:
Salt Lake County Real Estate Section
2001 South State Street, #S3-120
Salt Lake City, Utah 84114-4575

SPECIAL WARRANTY DEED

Tax Serial No. _____

SALT LAKE CITY CORPORATION, a Utah municipal corporation, GRANTOR, hereby conveys and warrants against all who claim by, through, or under Grantor, to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described parcels of real property in Salt Lake County, Utah, to wit:

SEE EXHIBIT A

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 20__.

GRANTOR:
SALT LAKE CITY CORPORATION, a
Utah municipal corporation

By: _____
Mayor or Designee

Attest and Countersign:

City Recorder

Approved As To Form
Salt Lake City Attorney's Office

Date _____

Sign _____
Katherine N. Lewis

STATE OF UTAH)

:ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 20___, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake City Corporation, Utah municipal corporation, and that the foregoing instrument was signed on behalf of Salt Lake City Corporation, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

Exhibit A
to
Special Warranty Deed

EXHIBIT G
TO INTERLOCAL COOPERATION AGREEMENT

(Form Purchase Option)

WHEN RECORDED, RETURN TO:
Salt Lake County Real Estate Section
2001 South State Street, #S3-120
Salt Lake City, Utah 84119-4575

PURCHASE OPTION

Tax Serial Nos. 15-11-254-001
15-11-254-017

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTOR, hereby grants to SALT LAKE CITY CORPORATION, a Utah municipal corporation and political subdivision of the state of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, a purchase option related to the following described parcels of real property in Salt Lake County, Utah (the "Property"), to wit:

SEE EXHIBIT A

The purchase option is more particularly described in the Interlocal Cooperation Agreement, made effective the ____ day of __, 2015, entered into by the parties, the terms and conditions of which are incorporated herein as follows:

In the event that Grantor does not use the Sunday Anderson Senior Center Parcel or any portion thereof for a public purpose and designates the unused Sunday Anderson Senior Center Parcel or any portion thereof as surplus property ("Unused Property") to be marketed and sold to any private entity for non-public purposes, Grantor shall, prior to advertising the Unused Property on the open market, give Grantee written notice of Grantor's intention to sell the Unused Property. Grantee shall then have the option for thirty (30) days after receipt of such notice ("the Option") within which to elect to purchase the Unused Property at a price equal to its fair market value (the "Option Price") established by a qualified appraiser (with an MAI designation) acceptable to both Parties, with each Party paying an equal share of the selected appraiser's fee. If Grantee elects to purchase the Unused Property for the Option Price pursuant to the Option herein granted, it shall give written notice of such election to Grantor within the thirty (30) day period provided herein. The closing of Grantee's purchase of the Unused Property for the Option Price as contemplated herein shall take place at a time, date, and place agreeable to both Parties, but in no event shall the closing date be later than 90 days from the date Grantee exercised the Option. If Grantee does not exercise the Option within the exercise period granted herein or exercises the Option but does not close within 90 days after exercising the Option, the Option will automatically terminate and neither Party will have any further obligation to the other regarding the Sunday Anderson Senior Center Parcel. Notwithstanding the forgoing, Grantor shall have the right to sell, lease, transfer, or otherwise convey all or a portion the Sunday Anderson Senior Center Parcel to any governmental entity for any public purpose without triggering the Option, and the Option shall terminate as to that portion of the Property that is thus conveyed. This Option shall terminate on the earlier to occur of: (1) the date that is ten years from the date closing occurs for Grantor's acquisition of the Sunday Anderson Senior Center Parcel or (2) as

IN WITNESS WHEREOF, Grantor has caused this Purchase Option to be signed and its official seal to be affixed hereto by its duly authorized officer this ___ day of _____, 20__.

GRANTOR
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Salt Lake County Clerk

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 20__, 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, Utah

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 20__, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake County, and that the foregoing Purchase Option 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, Utah

Exhibit A
to
Purchase Option

Legal Description of Sunday Anderson Senior Center property:

Lots 17 through 33, Block 4, Albert Place.

Exhibit H
To Interlocal Cooperation Agreement

[Map Depicting Boundary between Victory Park and Tenth East Senior Center]



ATTACHMENT E: NOTICES

Mick Riley Golf Course Surplus Property Exchange at approximately 473 E Vine Street - Salt Lake City seeks to convey nine significant parcels of real estate located within the Mick Riley Golf Course at the address listed above to Salt Lake County, pursuant to Municipal Code section 2.58.040. This is part of the Interlocal Cooperation Agreement between Salt Lake City and Salt Lake County dated December 22, 2015. The purpose of declaring the property surplus is so that the City can complete a land exchange with Salt Lake County. The City would be exchanging this land for other County owned land that has been deemed more useful for City purposes. (Staff contact: Christopher Lee (801)535-7706 or christopher.lee@slcgov.com.) Case number: **PLNPCM2016-00053**

ATTACHMENT F: MOTIONS

Potential Motions

Staff Recommendation:

Regarding the file numbers identified in the staff report and based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a favorable recommendation to the City Administration to exchange the properties identified in this staff report with Salt Lake County in a manner consistent with section 2.58 of the Salt Lake City Code.

Not Consistent with Staff Recommendation:

Regarding the file numbers identified in the staff report and based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission transmit a negative recommendation to the City Administration to exchange the properties identified in this staff report with Salt Lake County in a manner consistent with section 2.58 of the Salt Lake City Code.