

RESOLUTION R2024 - 40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING MAYOR DAWN R. RAMSEY TO EXECUTE A PROPERTY EXCHANGE AGREEMENT TRANSFERRING 1 ACRE OF LAND TO UTAH STATE UNIVERSITY BASTIAN AGRICULTURAL CENTER AND RECEIVING 0.96 ACRE OF LAND FROM THE UTAH STATE UNIVERSITY BASTIAN AGRICULTURAL CENTER.

WHEREAS, Utah Code Ann. §10-8-2 allows the City of South Jordan (the “City”) to dispose of a significant parcel of real property with appropriate notice and opportunity for public comment; and

WHEREAS, South Jordan Municipal Code §1.32.020 defines one acre or more of land as a significant parcel; and

WHEREAS, the City owns a 1 acre parcel of land (the “City Parcel”) adjacent to the Utah State University Bastian Agricultural Center (the “Bastian Center”), which the Bastian Center desires to use to support its educational operations; and

WHEREAS, the Bastian Center owns a 0.96 acre parcel of land (the “Bastian Parcel”) adjacent to and within City Park, which the City desires to support its recreational operations; and

WHEREAS, the City Parcel and Bastian Parcel will be transferred simultaneously and are good and valuable consideration of equal value; and

WHEREAS, the South Jordan City Council finds it in the best interest of the health and welfare of the citizens of South Jordan to authorize Mayor Dawn R. Ramsey to execute a deed transferring the City Parcel to the Bastian Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to Execute Deed. Mayor Dawn R. Ramsey is hereby authorized to execute the attached Property Exchange Agreement which exchanges City property with the Utah State University Bastian Agricultural Center.

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

[SIGNATURE PAGE FOLLOWS]

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2024 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Kathie Johnson	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
Anna Crookston, City Recorder

Approved as to form:



Office of the City Attorney

PROPERTY EXCHANGE AGREEMENT

This PROPERTY EXCHANGE AGREEMENT ("Agreement") is made and entered as of August __, 2024 ("Effective Date") by and between UTAH STATE UNIVERSITY ("USU"), and the CITY OF SOUTH JORDAN, Utah ("City"), a municipal corporation and political subdivision of the State of Utah. USU and City are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, City desires to acquire approximately .96 acres of real property located at approximately 11150 South 2200 West in South Jordan, Salt Lake County, Utah, currently a portion of parcel 27-22-177-030, owned by USU, for the eventual realignment of Park Road ("USU Property"); and

WHEREAS, USU desires to acquire approximately 1.00 acre of real property located at approximately 11110 South 1890 West, South Jordan, Salt Lake County, Utah, known as parcel number 27-22-126-002, owned by City, for the future development of the Bastian Agricultural Center ("City Property").

THEREFORE, in consideration of the mutual agreements of the Parties as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **REAL PROPERTY**

1.1. **USU Property.** USU agrees to convey ownership of the USU Property, and City agrees to accept ownership of the USU Property, as described in Exhibit "A" hereto.

1.2. **City Property.** City agrees to convey ownership of the City Property, and USU agrees to accept ownership of the City Property, as described in Exhibit "B" hereto.

2. **PERSONAL PROPERTY.** Any personal property currently located on either parcel are excluded from the Agreement. USU will remove its personal property from the USU Property prior to City beginning construction on the realignment of Park Road.

3. **PURCHASE PRICE AND CONSIDERATION**

3.1. **Purchase Prices.** Both properties are deemed to have equal value. Exchanging ownership of the properties will constitute full consideration for both parties.

4. **TITLE.** Each of the USU Property and City Property are to be conveyed by quit-claim deed.

5. **"AS IS" TRANSACTION.** Each Party acknowledges and agrees that in reference to the

physical condition of the Parcel(s), each Party is acquiring the respective Parcel(s) in their “AS IS” condition without expressed or implied warranties of any kind, except for any warranties explicitly provided in this Agreement. Each Party is relying solely on its own investigation of the Parcel(s) to be acquired.

6. CLOSING. It is the mutual intent of City and USU that this property exchange be settled, closed, and the quit-claim deeds executed and recorded in a timely manner.

7. ACCEPTANCE OF DEED AND POSSESSION. The acceptance and recording of the quit-claim deeds shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of the deeds. Each Party shall deliver physical possession of the Parcel(s) being conveyed to the other Party when recording of each deeds are complete.

8. MISCELLANEOUS

8.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

8.2. Attorneys’ Fees. If either City or USU institutes any action or proceeding against the other to enforce any provision of this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all reasonable costs and expenses incurred by the prevailing party in the performance of this Agreement, including court costs, expenses, and reasonable attorneys’ fees.

8.3. Notice. Any payment, notice, or other communication required or permitted to be given to either Party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person or by electronic mail during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed in the opening clause of this Agreement.

8.4. Assignment. Neither Party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

8.5. Survival. All terms, conditions, and warranties not performed at the time of delivery of the deeds shall survive such delivery

8.6. Time of the Essence. Time is of the essence with respect to the performance of each, every, and all of the terms, conditions, promises and provisions of this Agreement.

8.7. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent, or employee of the other.

8.8. Headings. No headings in this Agreement affect its interpretation.

8.9. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

8.10. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

8.11. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the Parties each caused this Agreement to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

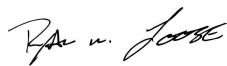
UTAH STATE UNIVERSITY

SOUTH JORDAN CITY

By: _____
Print Name: David T. Cowley
Title: Vice President for Finance &
Administrative Services
Date: _____

By: _____
Print Name: Dawn R. Ramsey
Title: Mayor
Date: _____

Approved as to form:



Office of the City Attorney

Exhibit "A"
USU Property Legal Description

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 2200 WEST WHICH SAID POINT IS ALSO ON THE NORTHWEST CORNER OF LOT 1 OF THE EQUESTRIAN PARK SUBDIVISION AS RECORDED AS ENTRY NO 13908564, IN BOOK 2022P, AT PAGE 77 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, WHICH IS N 00°16'08" E 1318.69 FT AND S 89°43'59" E 36.00 FT FROM THE SOUTHWEST CORNER OF SECTION 15, T3S, R1W, SLB&M; THENCE S 89°43'59" E 383.37 FT ALONG NORTH LINE OF SAID SUBDIVISION; THENCE 293.49 FT ALONG A NON-TANGENT 390.00 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43°07'02" (CHORD BEARS S 57°32'02" W 286.61 FT); THENCE 132.01 FT ALONG A TANGENT 140.00 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54°01'29" (CHORD BEARS S 62°59'15" W 127.17 FT); THENCE S 89°57'11" W 16.27 FT; THENCE 13.66 FT ALONG A TANGENT 25.00 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31°18'02" (CHORD BEARS S 74°20'59" W 13.49 FT) TO A POINT ON THE EAST RIGHT OF WAY LINE OF 2200 WEST AND RUNNING THENCE N00°16'08" E 217.05 FT ALONG SAID LINE TO THE POINT OF BEGINNING. 41,809 SF (0.96 AC)

Exhibit "B"
SJ Property Legal Description

A TRACT OF LAND BEING LOCATED WITHIN THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON AN OLD FENCE LINE, SAID POINT BEING SOUTH 0°07'35" WEST ALONG THE SECTION LINE 694.34 FT AND NORTH 89°55'15" WEST 661.47 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 0°06'16" WEST ALONG SAID OLD FENCE LINE 66.00 FEET; THENCE NORTH 89°55'15" WEST 660.00 FEET TO AN OLD FENCE LINE; THENCE NORTH 0°04'58" WEST ALONG SAID OLD FENCE LINE 66.00 FEET; THENCE SOUTH 89°55'15" EAST 660.00 FT TO THE POINT OF BEGINNING. 1 AC.

WHEN RECORDED, MAIL TO:
City Recorder
City of South Jordan
1600 W. Towne Center Drive
South Jordan UT 84095

Quit Claim Deed

Salt Lake County

Affecting Tax ID No. 27-22-126-002

CITY OF SOUTH JORDAN, Utah, **Grantor** a municipal corporation and political subdivision of the State of Utah, do hereby QUIT CLAIM to **Utah State University**, of Logan Utah, **Grantee**, a body corporate and politic of the State of Utah for the sum of Ten Dollars, and other good and valuable consideration, the following described property in Salt Lake County, State of Utah, to-wit:

A TRACT OF LAND BEING LOCATED WITHIN THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON AN OLD FENCE LINE, SAID POINT BEING SOUTH 0°07'35" WEST ALONG THE SECTION LINE 694.34 FT AND NORTH 89°55'15" WEST 661.47 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 0°06'16" WEST ALONG SAID OLD FENCE LINE 66.00 FEET; THENCE NORTH 89°55'15" WEST 660.00 FEET TO AN OLD FENCE LINE; THENCE NORTH 0°04'58" WEST ALONG SAID OLD FENCE LINE 66.00 FEET; THENCE SOUTH 89°55'15" EAST 660.00 FT TO THE POINT OF BEGINNING. 1 AC.

WITNESS, the hand of said GRANTORS this ____ day of _____, 2024.

Signed in the presence of:

State of Utah }
 }:ss
County of Salt Lake }

Dawn R. Ramsey, Mayor

On the date first above written personally appeared before me,

_____ as signer of the foregoing instrument, who duly
acknowledged to me that they executed the same.

Notary Public

Quit Claim Deed

Salt Lake County

Affecting Tax ID No. 27-22-177-030

Utah State University, of Logan Utah, **Grantor**, a body corporate and politic of the State of Utah, do hereby QUIT CLAIM to **CITY OF SOUTH JORDAN**, Utah, **Grantee** a municipal corporation and political subdivision of the State of Utah for the sum of Ten Dollars, and other good and valuable consideration, the following described property in Salt Lake County, State of Utah, to-wit:

A TRACT OF LAND BEING LOCATED WITHIN THE SOOUTHWEST CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 2200 WEST WHICH SAID POINT IS ALSO ON THE NORTHWEST CORNER OF LOT 1 OF THE EQUESTRIAN PARK SUBDIVISION AS RECORDED AS ENTRY NO 13908564, IN BOOK 2022P, AT PAGE 77 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, WHICH IS N 00°16'08" E 1318.69 FT AND S 89°43'59" E 36.00 FT FROM THE SOUTHWEST CORNER OF SECTION 15, T3S, R1W, SLB&M; THENCE S 89°43'59" E 383.37 FT ALONG NORTH LINE OF SAID SUBDIVISION; THENCE 293.49 FT ALONG A NON-TANGENT 390.00 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43°07'02" (CHORD BEARS S 57°32'02" W 286.61 FT); THENCE 132.01 FT ALONG A TANGENT 140.00 FT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 54°01'29" (CHORD BEARS S 62°59'15" W 127.17 FT); THENCE S 89°57'11" W 16.27 FT; THENCE 13.66 FT ALONG A TANGENT 25.00 FT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 31°18'02" (CHORD BEARS S 74°20'59" W 13.49 FT) TO A POINT ON THE EAST RIGHT OF WAY LINE OF 2200 WEST AND RUNNING THENCE N00°16'08" E 217.05 FT ALONG SAID LINE TO THE POINT OF BEGINNING. 41,809 SF (0.96 AC)

WITNESS, the hand of said GRANTORS this ____ day of _____, 2024.

Signed in the presence of:

State of Utah }
 }:ss
County of Salt Lake }

On the date first above written personally appeared before me,

_____ as signer of the foregoing instrument, who duly
acknowledged to me that they executed the same.

Notary Public