

SETTLEMENT AGREEMENT AND RELEASE REGARDING MILLPOND BRIDGE

This Settlement Agreement and Release (the “**Agreement**”) is entered into this _____ day of _____, 2020, by and among Tooele County Corporation (the “**County**”), a body corporate and politic of the State of Utah, on the one hand, and Stansbury Park Service Agency (the “**Service Agency**”), an interlocal agency organized under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann., by and between the Stansbury Recreation Service Area, a body corporate and politic of the State of Utah, and the Stansbury Greenbelt Service Area, a body corporate and politic of the State of Utah, on the other hand. The County and the Service Agency are hereafter referred to collectively as the “**Parties**” and each is referred to individually as a “**Party**.”

RECITALS

- A. The Millpond Bridge (the “**Bridge**”) is located within the boundaries of the Service Agency, slightly north and west of Service Agency Clubhouse. The Bridge is approximately 140 feet in length, and runs across the Millpond. The Bridge is an important transportation artery in the heart of Stansbury Park.
- B. The Bridge is in a state of disrepair, and is in need of maintenance and refurbishment. Such work will require the expenditure of substantial public funds.
- C. The Service Agency contends that, in or about 2003, an agreement was made between the County and the Service Agency under which title to the Bridge was vested in the County, and the County took on all legal and financial obligations concerning the Bridge, including the responsibility to insure, maintain and repair the Bridge and keep it in good working order.
- D. On or about April 17, 2003, a Quitclaim Deed and Assignment was recorded with the Tooele County Recorder, as Entry 200144, in Book 841, beginning at Page 541, pursuant to which the Service Agency asserts that title to the Bridge was formally transferred to the County.
- E. The County denies that any such agreement was made, and contends that the Service Agency owns the Bridge and that the Service Agency is responsible to insure, maintain and repair the Bridge. The County further denies that the Quitclaim Deed and Assignment contains a valid legal description, or that it was authorized by the County.
- F. In order to avoid litigation and the further expenditure of public funds to investigate ownership, insurance and maintenance responsibilities concerning the Bridge, and to insure that such matters are finally and fully resolved, the Parties desire to compromise and settle their disputes regarding the Bridge, as outlined herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Required Approval by County and Service Agency.** The Parties hereto each stipulate and agree that, because each is a public entity, the validity and enforceability of this Agreement is expressly contingent upon the approval of the Parties' respective governing boards in a duly noticed public meeting held in conformance with Utah Law. The Parties represent and covenant to one another that they will promptly seek such approval.

2. **Title to and Responsibility for Maintaining the Bridge.** Upon execution of this Agreement by all Parties, title to and all incidents of ownership concerning the Bridge, including all obligations or responsibilities to insure, maintain and repair the Bridge, shall and will be deemed vested in the Service Agency. To the extent required, the County hereby transfers, conveys, and quitclaims to the Service Agency, without representation or warranty, any and all claim, right, title or interest, if any, that it has or ever had in the Bridge.

3. **County Payment to the Service Agency.** Upon execution of this Agreement by all Parties, the County shall pay the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) to the Service Agency for the express purpose of assisting the Service Agency to maintain and make necessary repairs to the Bridge.

4. **Ongoing Insurance, Maintenance and Repairs to the Bridge.** Upon execution of this Agreement by the Parties, the Service Agency shall be solely responsible for insuring the Bridge and maintaining and repairing the Bridge. The County shall have no remaining obligation whatsoever to contribute to insuring, maintaining or repairing the Bridge.

5. **Service Agency Release of County Related to the Bridge.** The Service Agency, on behalf of itself and anyone claiming by, through or under it, hereby releases, acquits and forever discharges the County and all of the County's agents, representatives, officials, employees, insurance carriers and attorneys (collectively, the "**County Released Parties**"), of and from any and all claims, liens, liabilities, obligations, debts, demands, suits, actions, causes of action, judgments, attorneys' fees, expenses, and rights of subrogation or indemnification, of any kind or nature whatsoever, in law or equity, past or present, whether known or unknown, latent or patent that the Service Agency has or may claim to have against the County Released Parties arising out of or related to the Bridge, title to the bridge, or maintenance and repair obligations associated with the Bridge. Nothing in this paragraph, however, is intended to nor

shall it release or waive (a) any right, claim or obligation that the County may have or owe to the Service Agency that does not arise out of or relate to the Bridge, title to the bridge, or maintenance and repair obligations associated with the Bridge, or (b) any right or obligation of the County under this Agreement.

6. **County Release of Service Agency Related to the Bridge.** The County, on behalf of itself and anyone claiming by, through or under it, hereby releases, acquits and forever discharges the Service Agency and all of the Service Agency's agents, representatives, officials, employees, insurance carriers and attorneys (collectively, the "**Service Agency Released Parties**"), of and from any and all claims, liens, liabilities, obligations, debts, demands, suits, actions, causes of action, judgments, attorneys' fees, expenses, and rights of subrogation or indemnification, of any kind or nature whatsoever, in law or equity, past or present, whether known or unknown, latent or patent that the County has or may claim to have against the Service Agency Released Parties arising out of or related to the Bridge, title to the bridge, or maintenance and repair obligations associated with the Bridge. Nothing in this paragraph, however, is intended to nor shall it release or waive (a) any right, claim or obligation that the Service Agency may have or owe to the County that does not arise out of or relate to the Bridge, title to the bridge, or maintenance and repair obligations associated with the Bridge, or (b) any right or obligation of the Service Agency under this Agreement.

7. **Miscellaneous.**

(a) **No Admission of Liability.** This Agreement represents the settlement of disputed claims and does not constitute any admission of liability by any Party to any other Party; each Party to this Agreement hereby expressly denies any liability to the other Party.

(b) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signatures sent by facsimile or electronically in pdf format or otherwise shall be deemed originals.

(c) **Further Assurances.** The Parties hereto hereby agree to execute such other documents and to take such other action as may reasonably be necessary to further the purposes of this Agreement.

(d) **Waiver and Amendment.** No breach of any provision herein can be waived or amended unless in writing and agreed to and signed by all the Parties. Waiver of any one breach of any provision herein shall not be deemed to be a waiver of any other breach of the same provision or of any other provision herein.

(e) **Interpretations.** No provision in this Agreement is to be interpreted for or against either Party because that Party or his legal representative drafted such provision.

(f) Successors, Assigns and Related Persons. This Agreement shall be binding upon and inure to the benefit of not only the Parties but also their respective agents, servants, employees, officers, directors, shareholders, parents, subsidiaries, affiliates, members, managers, partners, predecessors, successors, and assigns.

(g) Warranties. Each Party to this Agreement warrants and represents to the other that it has: (i) read this Agreement and understands its contents; (ii) executed this Agreement voluntarily, without coercion or duress of any kind, and upon the advice of counsel; (iii) not sold, assigned, granted, or transferred to any person, firm, or entity any interest in any claim, demand, chose in action, or cause of action covered by the terms of this Agreement, or any part hereof; (iv) had the opportunity to consult with independent legal counsel with respect to the advisability of making the settlement provided herein and with respect to the advisability of executing this Agreement; (v) made such investigation of the facts pertaining to this Agreement and of all the matters pertaining hereto as it deems necessary; (vi) not relied on any inducements, promises, or representations of the other Party, other than the terms and conditions specifically set forth in this Agreement; and (vii) authority to execute this Agreement.

(h) Attorney Fees and Costs. Each party shall bear its own costs and attorneys' fees incurred in the negotiation and drafting of this Agreement and all instruments anticipated hereunder. In any action to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

(i) Integration. This Agreement and all exhibits hereto constitute the entire agreement among the Parties pertaining to, arising out of, or in any way connected with the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation or condition not expressed in this Agreement shall affect or be deemed to interpret, change or restrict the express provisions contained herein. All prior and contemporaneous agreements, representations and understandings of the Parties pertaining to the express subject of this Agreement only, oral or written, are superseded by and merged in this Agreement.

[Signatures appear on the next page.]

Executed as of the date first set forth above.

TOOELE COUNTY COMMISSION, a Body
Corporate and Politic of the State of Utah

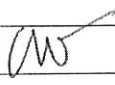
A handwritten signature in blue ink, appearing to read "Jon Sugg", is written over a horizontal line.

Title: Commission Chair

STANSBURY PARK SERVICE AGENCY, a
Utah Interlocal Agency

Title: Chairman, Board of Trustees

REVISED MEMORANDUM

TO:	County Commissioners Scott Broadhead
FROM:	Colin Winchester, Deputy County Attorney 
DATE:	October 2, 2020
RE:	Mill Pond Bridge Settlement Agreement
MEMORANDUM:	<p>During 2002 and early 2003, the Stansbury Service Agency ("SSA") addressed the deteriorating Mill Pond Bridge in multiple SSA meetings. On May 22, 2002, Randy Jones reported to the SSA that the County Commission was favorable to a trade whereby the county would assume ownership and maintenance of the bridge and the SSA would assume maintenance of the greenbelt areas along the Stansbury Parkway. However, because the county could not pay for the bridge repairs in 2002, it was agreed that the SSA would pay for the repairs and the county would reimburse the SSA in 2003. The SSA unanimously agreed to fund the repairs upon receipt of a letter from the county memorializing the trade. The SSA contracted for and obtained the repairs for approximately \$66,000.</p> <p>On October 23, 2002, Randy Jones reported to the SSA that the county had agreed to purchase the bridge.</p> <p>In January 2003, the county paid \$65,324.10 to the SSA for the bridge.</p> <p>In April 2003, the SSA quit-claimed the bridge to the county. A copy of the deed is attached.</p> <p><i>Fast forward 17 years of additional deterioration.</i> At its September 9, 2020 meeting, the SSA voted unanimously to approve the attached 2020 "Settlement Agreement and Release Regarding Millpond Bridge" prepared by Mike Johnson. The SSA's DRAFT minutes state:</p> <p style="text-align: center;"><u>Approve Bridge Settlement with Tooele County</u></p> <p>Mike Johnson drafted a settlement with Tooele County. The settlement provides that Tooele County gives the Stansbury Service Agency \$30,000.00 and agree in writing that it is the Service Agency's bridge. Once the money is received, work could proceed on the bridge. Aaron motioned to approve the settlement and Randall seconded. The vote was as follows: Mike J. – Yes, Brenda – Yes, Randall – Yes, Mike G. – Yes, Aaron – Yes, Cassandra – Yes. The motion passed.</p>

In short, the 2020 Settlement Agreement provides that the County will quit-claim the bridge back to the SSA and pay \$30,000 to the SSA. The SSA will thereafter be responsible for insuring, maintaining and repairing the bridge. The Settlement Agreement says nothing about the maintenance of the greenbelt areas along the Stansbury Parkway.

Much of the above information was gleaned from the SSA's minutes. I searched the county's 2002 and 2003 agreements and MOUs. I also searched the County Commission's 2002 and 2003 minutes. I found no written agreement and no minute entry regarding the bridge.

Despite a lack of documentation in county records, it is my opinion, based on the SSA's minutes, the \$65,324.10 payment from the county to the SSA, and the 2003 quit-claim deed from the SSA to the county, that the 2003 trade was in fact agreed to by the County Commission.

E 200144 B 841 P 542
Date 17-APR-2003 12:55pm
Fee: No Fee Check
CALLEEN PESHELL, Recorder
Filed By RGL
For STANSBURY SERVICE AGENCY
TOOELE COUNTY CORPORATION

WHEN RECORDED MAIL TO:

QUITCLAIM DEED AND ASSIGNMENT

THIS QUITCLAIM DEED AND ASSIGNMENT is made and entered into as of the 19 day of March, 2003, between the **STANSBURY SERVICE AGENCY**, an agency created by interlocal agreement pursuant to the Utah Interlocal Co-Operation Act, §§ 11-13-1, et seq., Utah Code Ann. 1953 ("Service Agency"), and **TOOELE COUNTY**, a political subdivision of the State of Utah:

RECITALS

A. The Service Agency operates and maintains various greenbelt areas and recreational amenities within Stansbury Park, Tooele County, Utah, including greenbelt and park areas on either side of a waterway commonly known as the "Mill Pond."

B. There is a bridge approximately 140 feet in length running across the Mill Pond which, among other things, provides pedestrian access between lands and amenities within Stansbury Park (the "Bridge"). The Bridge is more particularly described on Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Service Agency hereby quitclaims, conveys, and assigns to Tooele County the Bridge and any improvements thereon and appurtenances thereto.


Executed as of the date first appearing above.

STANSBURY SERVICE AGENCY, an agency
created by interlocal agreement

By: Randall C. Jones
Its Chairman

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

The foregoing QUITCLAIM DEED AND ASSIGNMENT was acknowledged before me this 19th day of March, 2003, by Randall C. Jones, the Chairman of STANSBURY SERVICE AGENCY, an agency created by interlocal agreement.

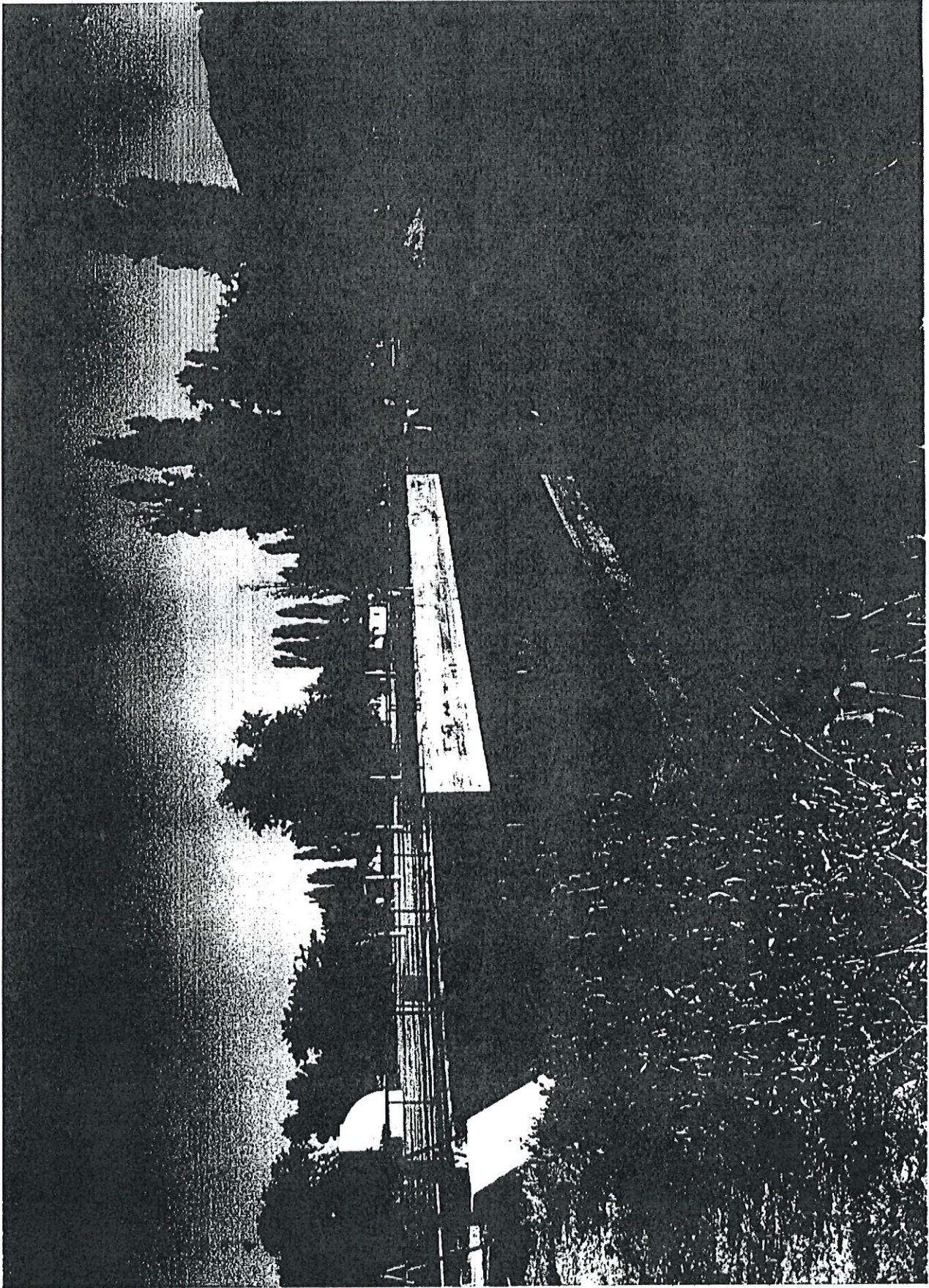
 NOTARY PUBLIC
CAROLYN S. DURRANT
143 LAKEVIEW
STANSBURY PARK, UT 84074
MY COMMISSION EXPIRES
JANUARY 18TH, 2004
My Commission Expires _____
UTAH

Carolyn S. Durrant
NOTARY PUBLIC
Residing at: Stansbury Park, UT

EXHIBIT A

See Attached Aerial & Photograph





026 148

TOOELE COUNTY * COUNTY AUDITOR

Vendor: 12846 STANSBURY SERVICE AGENCY

INVOICE # INV DATE DESCRIPTION

1/03/2003 STANSBURY PARK BRIDGE

Warrant No: 028927 INV AMOUNT

1/03/2003

65,324.10

TOOELE, UTAH 84074

882-6188

TOTAL AMOUNT DETACH AND RETAIN FOR YOUR RECORDS

65,324.10

Co. ck. for Millpond Bridge



Tooele Federal Credit Union

P.O. Box 720 (435) 633-7250 Tooele, UT 84074 www.tfcu.net

Table with columns: CASH RECEIVED, CASH DISBURSED, and TOTAL. Includes rows for 'prev Bal', 'Amount', 'New Bal', and 'Seq'.

Member Signature

Acct 0000546299 AGENCY, STANSBURY EFF: 01/09/03 PM 01/09/03 Air: 0212 W 3:56pm

Deposit to CHECKING 90 Prev Bal: 14,099.62 Amount: 65,324.10 New Bal: 79,423.72 Seq: #40561

Check Received 65,324.10 Make a New Year's resolution to stop paying fees. Get FREE Checking from TFCU today!

STANSBURY SERVICE AGENCY RANDALL C JONES 1 COUNTRY CLUB SUITE #1 TOOELE UT 84074-6102