

RESOLUTION 15-15

A RESOLUTION APPROVING AN AGREEMENT BETWEEN HYRUM CITY AN CACHE COUNTY FOR THE TRANSFER OF REAL PROPERTY FROM HYRUM CITY TO CACHE COUNTY FOR BUILDING AND MAINTENANCE OF AN AMBULANCE STATION.

WHEREAS, Cache County currently owns and operates an ambulance service in Hyrum City; and

WHEREAS, Cache County's ambulance service has outgrown the existing facility it rents from Hyrum City; and

WHEREAS, Hyrum City wants Cache County ambulance service to continue to have a station in Hyrum City; and

WHEREAS, Hyrum City Corp. owns real property at the corner of Centre Avenue and Park Avenue; and

WHEREAS, Hyrum City has agreed to transfer and convey by quit claim .46 acres of real property to Cache County with the condition that the property is used for the operation and maintenance of an ambulance station.

NOW THEREFORE, BE IT RESOLVED by the City Council of Hyrum City, Cache County, State of Utah, following a public hearing as required by Utah, State Law, the Hyrum City Council hereby approves an agreement between Hyrum City and Cache County for the transfer of real property from Hyrum City to Cache County for building and maintenance of an ambulance service attached hereto as Exhibit "A".

This resolution shall be effective upon adoption.

ADOPTED AND PASSED by the Hyrum City Council this 6th day of August, 2015.

HYRUM CITY

BY: _____
Stephanie Miller
Mayor

ATTEST:

Stephanie Fricke
City Recorder

**AN AGREEMENT BETWEEN HYRUM CITY AND
CACHE COUNTY FOR THE TRANSFER OF REAL
PROPERTY FROM HYRUM CITY TO CACHE
COUNTY FOR BUILDING AND MAINTENANCE OF
AN AMBULANCE STATION**

THIS AGREEMENT is made this ___ day of August, 2015, by and between Hyrum City (“City”) and Cache County (“County”).

Whereas, City owns real property described in Exhibit A (“the Property”), which is attached hereto and incorporated herein by this reference; and,

Whereas, City desires to transfer the Property to County to be used for the building and maintenance of an ambulance station; and,

Whereas, City and County have determined that it is mutually advantageous to each party to enter into this agreement;

NOW THEREFORE it is agreed between the parties as follows:

- 1. Transfer of Property:** The parties agree that City will transfer and convey by quit claim deed all right, title and interest in the Property to County provided that, and on condition that, the Property is used for the operation and maintenance of an ambulance station. County shall be afforded a reasonable time (no more than one year from the conveyance of the Property) within which to commence construction. If County fails to use the Property for said purpose, or fails to commence construction within one year’s time, City may elect to reenter the Property and terminate the estate conveyed. Should the City be required to reenter the property and retake the estate so conveyed,

County agrees to cooperate in transferring the property back to the City free of liens or encumbrances.

2. **Date of Closing and Transfer:** The date of closing and transfer of the Property shall be within 14 days of the date hereof.
3. **Condition of the Property:** County is receiving the Property in the condition as of the date hereof, County shall accept the Property "AS IS" on the Closing Date.
4. **County's Due Diligence:** The County shall be entitled for a period of 14 days prior to closing and transfer of the Property, to obtain any necessary approvals for County's anticipated use of the Property, to determine feasibility, to confirm that the Property has never been, and is not currently, a site for the generation, storage, or disposal of hazardous waste, and to conduct all physical and legal due diligence which County desires to undertake. County's tests, if any, of the Property shall be non-destructive in nature. County agrees to defend, indemnify and hold City harmless from any and all claims, costs, liabilities and actions relating to County's Due Diligence activities. During the Due Diligence period, County may terminate this agreement by written notice to City for any reason.
5. **Successors Bound:** This Agreement shall bind and benefit the parties' respective heirs, successors, assigns, affiliates, officers, directors, agents, servants, employees and attorneys.
6. **Captions; Interpretation:** The captions 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 of this Agreement or its intent. As the context requires, the singular shall include the plural, and vice versa; and the masculine shall include the feminine and neuter, and vice versa.

7. **Severability:** The provisions of this Agreement are severable and should any provision be void, voidable, unenforceable or invalid, such provision shall not affect the remaining provisions of this Agreement.
8. **Waiver of Breach:** Any waiver by any party of any breach of any kind by the other, whether direct or implied, shall not be construed as a continuing waiver of or consent to, any subsequent breach of this Agreement.
9. **Cumulative Remedies:** The rights and remedies of the parties 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, unless specifically set forth herein.
10. **Amendment:** With respect to the subject matter of this Agreement, this Agreement constitutes the parties' entire agreement, and may not be altered, modified or amended except by written agreement signed by all parties. All prior and contemporaneous agreements, arrangements and understandings between the parties respecting the subject matter of this Agreement are hereby superseded and rescinded.
11. **Time of Essence:** Time is of the essence of this Agreement and every provision hereof.
12. **Interpretation:** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah. Any dispute arising out of this Agreement, or the breach thereof, shall be brought in the courts of Utah, the parties expressly consenting to jurisdiction and venue in that state.
13. **Attorney Fees:** If any party shall breach its obligations under this Agreement, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorney fees from the breaching party, whether such sums be expended with or without suit and regardless of the forum (including but not limited to recourse in connection with any bankruptcy case, insolvency proceeding, or arbitration proceeding).

14. Notice: Any notice or other communication required or permitted by this Agreement shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) two business days after such notice shall be deposited in the United States mail, postage prepaid and certified (return receipt requested) and addressed to the party.

15. Mutual Participation in Document Preparation: Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

16. Counsel Review: The parties severally acknowledge that they have been given the opportunity to review this Agreement with counsel of their own choosing, and that they have reviewed this Agreement with their legal counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the _____ day of _____, 2015.

Cache County

Craig Buttars, County Executive

Attest:

Jill N. Zollinger, County Clerk

Hyrum City

Stephanie Miller, Mayor

Attest:

City Recorder