

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

COMMUNITY REINVESTMENT AGENCY OF MAGNA

Real Property Conveyance

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”); and the **COMMUNITY REINVESTMENT AGENCY OF MAGNA**, a Utah community development and renewal agency or redevelopment agency (the “Agency”). The County and the Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the County and the Agency are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers;

WHEREAS, Utah Code § 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;

WHEREAS, the County owns a parcel of real property located at approximately 9094 West Magna Main Street (Parcel No. 14-19-453-017, as further described in Exhibit “A”);

AND WHEREAS, the County desires to formally transfer and convey the Parcel to the Agency, and the Agency desires to formally take and receive the Parcel from the County, on the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 — REAL PROPERTY CONVEYANCE

1.1. Conveyance. The County shall convey the Parcel to the Agency via quitclaim deed. The form of the deed for the parcel is attached hereto as Exhibit “A.”

1.2. Consideration. The County and the Agency agree that in consideration of the mutual benefit afforded the citizens of the Agency and the County, and the exchange of agreed upon consideration in accordance with Utah Code § 11-13-214, the County will convey the Parcel to the Agency as outlined above.

1.3. Condition and Maintenance. The Agency accepts the Parcel “as is” without any warranty whatsoever with respect to its condition. Upon transfer of the Parcel to the Agency, the Agency shall be solely responsible for the operation and maintenance of the Parcel.

ARTICLE 2 — IMMUNITY AND INDEMNIFICATION

2.1. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the “Immunity Act”). Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. Consistent with the terms of the Immunity Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. No Party waives any defense otherwise available under the Immunity Act nor does any Party waive any limit of liability currently provided by the Immunity Act.

2.2. Agency Indemnification. To the fullest extent allowable by law, the Agency agrees to indemnify the County, its officers, agents and employees against any and all actual or threatened claims, losses, damages, injuries and liabilities of, to, or by third parties, including subcontractors, or the employees of the Agency or its subcontractors, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of: a) the Agency’s breach of this Agreement; b) the Agency’s operation and maintenance of the Parcel or any act or omission of the Agency, any independent contractor retained by the Agency, or anyone directly or indirectly employed by them, while operating and/or maintaining the Parcel; or c) any acts or omissions of or by the Agency, its agents, representatives, officers, employees or subcontractors in connection with the Agency’s ownership of the Parcel or its performance of this Agreement. The Agency agrees that its duty to indemnify the County under this Agreement includes all litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or judgment awarded against or paid by or on behalf of the County.

2.3. County Indemnification. To the fullest extent allowable by law, the County agrees to indemnify the Agency, its officers, agents and employees against any and all actual or threatened claims, losses, damages, injuries and liabilities of, to, or by third parties, including subcontractors, or the employees of the County or its subcontractors, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of: a) the County’s breach of this Agreement; or b) any acts or omissions of or by the County, its agents, representatives, officers, employees or subcontractors in connection with the County’s performance of this Agreement. The County agrees that its duty to indemnify the Agency under this Agreement includes all litigation and court costs, expert witness fees, and any

sums expended by or assessed against the Agency for the defense of any claim or to satisfy any settlement, arbitration award, or judgment awarded against or paid by or on behalf of the Agency.

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Utah Code § 11-13-207, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the chief executive of the Agency are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Manner of Acquiring, Holding or Disposing of Property. The Parcel shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire upon the earlier of: a) the date the Parties have performed all the obligations described herein; or b) December 31, 2025.

3.3. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are

not contained in this written Agreement shall be binding or valid.

3.4. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.5. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for Salt Lake County, State of Utah.

3.6. No Obligations to Third Parties. The Parties agree that the Agency's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the Agency. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

3.7. Agency. No officer, employee, or agent of the Agency or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The Agency and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

3.8. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

3.9. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

3.10. 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.

3.11. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by email will be deemed an original signed copy of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: _____
Department Director

Date: _____

Reviewed as to Form:

By: _____
Deputy District Attorney

Date: _____

**COMMUNITY REINVESTMENT
AGENCY OF MAGNA:**

By: _____

Name: _____

Title: _____

Date: _____

Reviewed as to Form:

By: _____
Attorney for Agency

Date: _____

**INTERLOCAL COOPERATION AGREEMENT
EXHIBIT A**

Quitclaim Deed

9094 West Magna Main Street
Parcel No. 14-19-453-017

WHEN RECORDED, RETURN TO:

Community Reinvestment Agency of Magna
8952 West Magna Main Street
Magna, Utah 84044

Tax I.D. No. 14-19-453-017-0000

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the “Grantor”), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, hereby quitclaims to the COMMUNITY REINVESTMENT AGENCY OF MAGNA, a Utah community development and renewal agency or redevelopment agency (the “Grantee”), the parcel of land located at 9094 West Magna Main Street, Magna City, Utah 84044 (the “Property”), and which is more specifically described in Exhibits “A” and “B,” attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of _____, 2025.

SALT LAKE COUNTY:

Mayor or Designee

County Clerk

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

On this ____ day of _____, 2025, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of the Mayor, and that the foregoing Quitclaim Deed was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

On this _____ day of _____, 2025, personally appeared before me Lannie Chapman, who being duly sworn, did say that she is the Salt Lake County Clerk, and that the foregoing Quitclaim Deed was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County

REVIEWED AS TO FORM:

Adam Miller
Deputy District Attorney

**QUITCLAIM DEED
EXHIBIT A**

Property Description

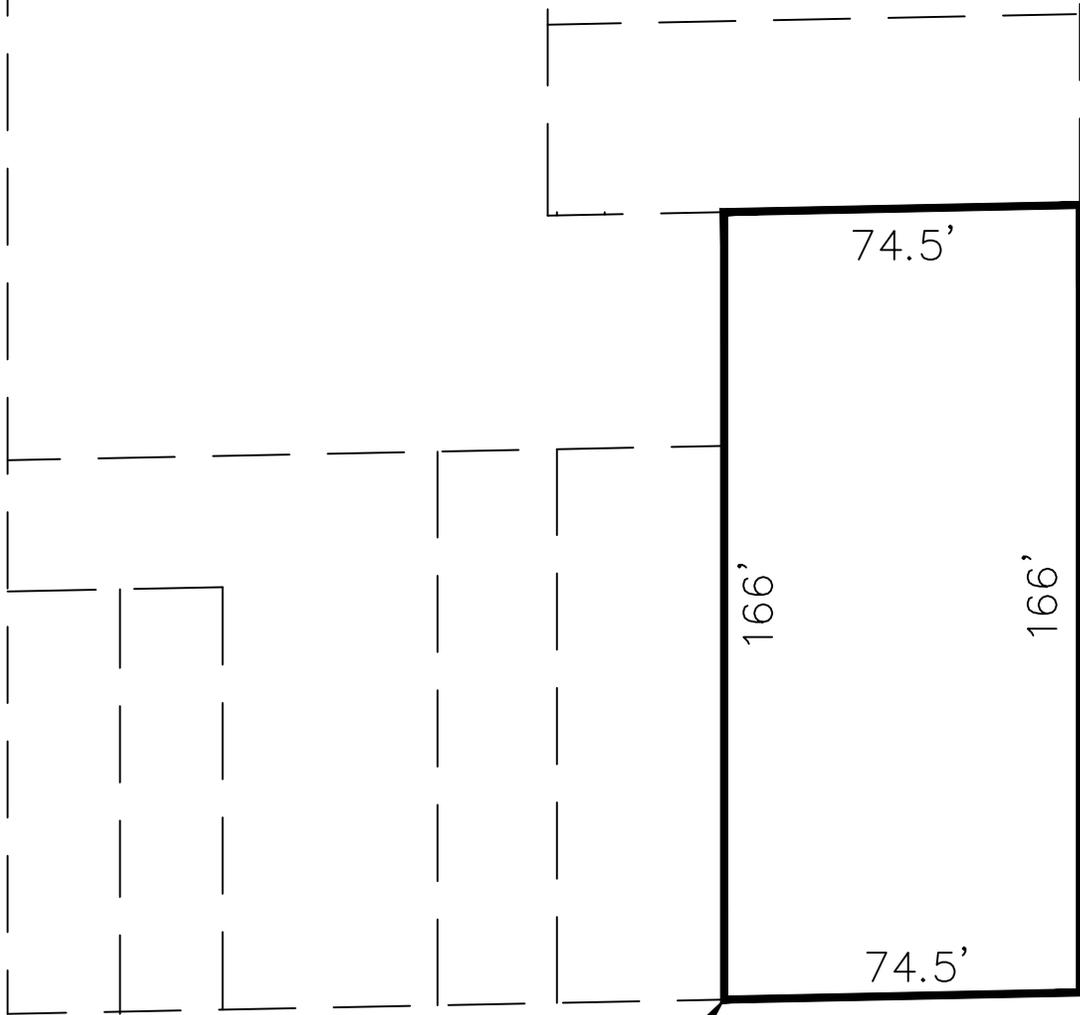
9094 West Magna Main Street
Tax I.D. No. 14-19-453-017-0000

COM 190 FT E FR SE COR LOT 1 LE CHEMINANT SUB E 74.5 FT N 166 FT W 74.5 FT S 166 FT
TO BEG 0.28 AC

EXHIBIT "B"

9130 WEST ST.

9080 WEST ST.



POINT OF BEGINNING
PARCEL 14-19-453-017

MAGNA MAIN ST.



Scale in Feet
1"=40'

Page 3 of 3
Prepared: March 18, 2025



Salt Lake County RDA
9094 West Magna Main St.
Parcel 14-19-453-017

Prepared for:
S.L. Co. Real Estate

Section 30 T.1 S., R.1 W., S.L.B.&M.
Work Order No. W031825042

Drawn by: BH
Checked by: CD

Prepared by the Office of:
Bradley E. Park, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240