

## Interlocal Cooperation Agreement

**THIS INTERLOCAL COOPERATION AGREEMENT** (this “*Agreement*”) is made effective 12<sup>TH</sup>, 2021, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the “*County*”), and **MURRAY CITY CORPORATION**, a municipal corporation of the state of Utah (the “*City*”). The County and the City are sometimes referred to individually in this Agreement 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 acquired title certain real property located at approximately 4501 South Atwood Blvd., Murray, Utah, identified as Parcel No. 22-06-332-001, (the “*County Property*”), in 1980 when it was struck to the County after the annual tax sale.

E. The County Property is actually part of Atwood Blvd., and the City has been maintaining the County Property as part of its public road system.

F. County heretofore has transferred similar parcels used for public right-of-way purposes to other incorporated municipalities.

G. Back taxes are owed on the County Property in the amount of \$91.27.

H. The County is willing to convey the County Property to the City on the condition that the County Property shall continue to be maintained by the City as part of the public right-of-way.

I. The parties, wishing to memorialize their arrangement, 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.** Contemporaneously herewith, County shall convey and transfer the County Property to the City by executing and delivering to City a quitclaim deed (the “*Deed*”) in substantially the form attached hereto as Exhibit A.

Section 2. **Consideration.** In exchange for receiving title to the County Property in the form of the Deed identified in Section 1, the City shall:

(a) covenant that the County Property will be used for such public purposes as identified and deemed appropriate by the City including, but not limited to, a public right-of-way, placement of utility infrastructure, granting of easements, storm water controls and any other use contemplated and/or authorized under Section 10-8-2(1).

(b) cause the back taxes owed on the County Property to be paid in the amount of \$91.27.

Section 3. **Use Restriction.** The County Property shall be used only as identified and deemed appropriate by the City including, but not limited to, a public right-of-way, placement of utility infrastructure, granting of easements, storm water control controls and any other use contemplated and/or authorized under Section 10-8-2(1).

Section 4. **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 conveyance of the Property described in Exhibit A shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to real property contemplated by this Agreement shall so survive such exchange of title 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 5. **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 County Property 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.

Section 6. **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 their respective addresses.

(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 or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); 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 or County ordinances.

**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, his or her signature being duly notarized.

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

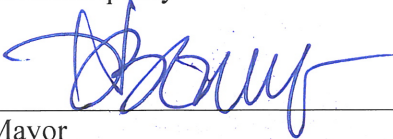
Administrative Approval

\_\_\_\_\_  
Salt Lake County Real Estate Manager


Approved As To Form and Legality:

  
\_\_\_\_\_  
R. Christopher Preston, Deputy District Attorney

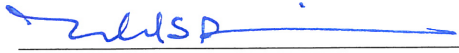
MURRAY CITY CORPORATION,  
a Utah municipality

By   
Mayor

ATTEST:

 4/12/2021  
City Recorder

Approved As To Form and Legality:

  
City Attorney



Approved as to the availability of funds  
Finance and Administration

  
Budget Officer

Exhibit A  
To Interlocal Cooperation Agreement  
Quit Claim Deed

WHEN RECORDED RETURN TO:  
Salt Lake County Real Estate  
2001 South State Street, Suite S3-110  
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

**QUITCLAIM DEED**  
**Salt Lake County**

Parcel No.: 3881.001:C  
Tax Serial No. 22-06-332-001  
Surveyor WO: W092220013

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby Quitclaim(s) to, MURRAY CITY CORPORATION, a 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 following described parcel of real property in Salt Lake County, Utah, to wit:

**(SEE EXHIBIT A)**

**IN WITNESS WHEREOF**, 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 \_\_\_\_\_, 20 \_\_\_\_\_.

SALT LAKE COUNTY

By: Exhibit Only - Do Not Sign  
MAYOR or DESIGNEE

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

By: \_\_\_\_\_  
COUNTY CLERK

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that \_\_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.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_

Acknowledgement Continued on Following Page

Acknowledgement Continued from Preceding Page

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_,  
who being duly sworn, did say that \_\_he is the CLERK\_of Salt Lake County and that the foregoing  
instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT  
LAKE COUNTY COUNCIL

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_

**(EXHIBIT A)**

An entire tract of land described in that Tax Sale Record recorded July 23, 1980 as Entry No. 3456797 in Book 5126, at Page 1254 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Southwest Quarter of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian and is described as follows:

**COM 18.8 RDS S & 12.5 RDS W & 126.08 FT W FR CEN sec 6,  
T 2S, R 1E, SL MER. W 22.42 FT; S 115.5 FT; E 21.7 FT;  
115.5 FT TO BEG. 0.06 AC.**

**LESS AND EXCEPTING** any portion of said entire tract lying within the existing Atwood Boulevard (300 East Street) right-of-way.

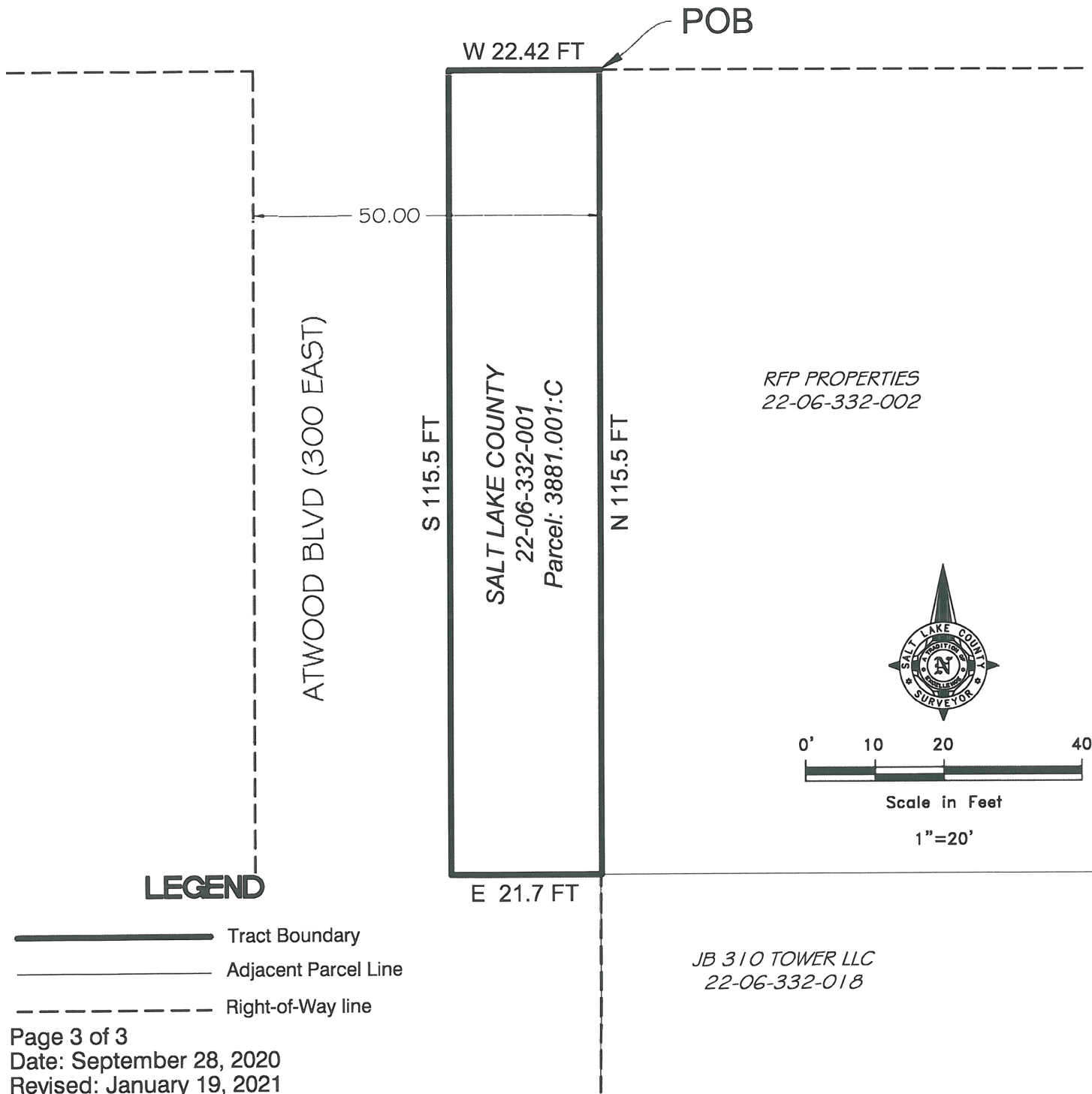
**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** South along the Quarter Section line between the Center of Section and the South Quarter Corner of Section 6, Township 1 South, Range 2 West, Salt Lake Base and Meridian.



# EXHIBIT "B"

4500 SOUTH STREET



Page 3 of 3  
Date: September 28, 2020  
Revised: January 19, 2021



Salt Lake County  
4501 S Atwood Blvd

Prepared for:  
Salt Lake County Real Estate

Sec. 6, T.2S, R.1E., S.L.B.&M.  
Work Order No. W092220013 Real Estate No.: 3881

Prepared by the Office of:

Reid J. Demman, P.L.S.  
Salt Lake County Surveyor

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