

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective this ___ day of March, 2021, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the “*County*”), and **COTTONWOOD HEIGHTS**, a Utah municipal corporation (the “*City*”).

RECITALS:

A. UTAH CODE ANN. § 11-13-202 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 City and the County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act).

D. The conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act.

E. The County owns a parcel of real property known as Mill Hollow Park located at approximately 2850 East Hollow Mill Drive, Cottonwood Heights, Utah (Parcel No. 22-23-354-052), which is real property in the public use as a public park (the “Park”).

F. The County desires to formally transfer and convey to the City, and the City desires to formally take and receive from the County, the Park for the purposes and on the terms and conditions set forth in 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:

ARTICLE 1 CONVEYANCE

The County shall convey the Park to the City via a special warranty deed (the “Deed”) for the purpose of operating and maintaining a neighborhood park. Upon transfer, the City shall be the sole owner of the Park and shall be solely responsible for maintaining the Park and shall repair or replace improvements thereon as necessary to maintain its function and use. The Deed shall include a perpetual restriction requiring the Park to be used by City or its successors in interest solely as a public park or open space, and in the event City ceases using any portion of the Park as

a public park or open space, the Park will revert to the County in its entirety. Notwithstanding the foregoing, if any portion of the Park needs to be converted to another public use for a right-of-way widening or other public infrastructure improvement project, that use shall not cause a reversion to the County. The Deed for the Park shall be in substantially the same form as that attached hereto as Exhibit A.

ARTICLE 2 CONSIDERATION

The City agrees, without cost to the County, to maintain the Park for the benefit of the community substantially as the Park heretofore has been maintained by the County. In accordance with Section 11-13-214 of the Interlocal Cooperation Act, the parties agree that in consideration of the mutual benefit afforded to their respective citizens and the City's agreement to maintain and operate the Park as a neighborhood park or other public use permitted hereunder, the County will convey the Park to City for no fee.

ARTICLE 3 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 Park 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.

ARTICLE 4 ADDITIONAL 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 of 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, postage prepaid and certified and addressed to the parties at their respective addresses set forth above.

(k) No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.

(l) 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 of in accordance with this Agreement.

(m) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(n) Manner of Acquiring, Holding or Disposing of Property. The Park 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.

(o) Termination. There is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

(p) 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.

(q) 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.

(r) 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.

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 Salt Lake County Mayor, or her designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: _____
Mayor or Designee

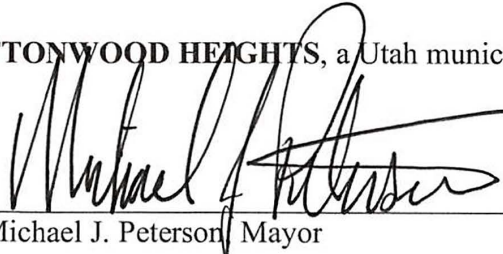
Recommended for Approval:

Director of Salt Lake County Parks and Recreation

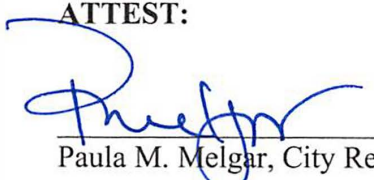
Approved As To Form and Legality:

R. Christopher Preston, Deputy District Attorney

COTTONWOOD HEIGHTS, a Utah municipality

By  _____
Michael J. Peterson, Mayor

ATTEST:

 _____
Paula M. Melgar, City Recorder



Approved As To Form and Legality:


 _____
Wm. Shane Topham, City Attorney

Exhibit A
To Interlocal Cooperation Agreement
Special Warranty Deed – Mill Hollow Park

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

SPECIAL WARRANTY DEED
Salt Lake County

Parcel No. 3865.002
Tax Serial No. 22-23-354-052
Surveyor WO: W061620044

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby conveys and warrants against all who claim by, through, or under the Grantor to, COTTONWOOD HEIGHTS, a Utah municipality, 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 (the "Property"), to wit:

(SEE EXHIBIT A)

Subject to the perpetual restriction that Grantee, or its successors and assigns, shall use the Property solely as open space or a public park. In the event that Grantee ceases using any portion of the Property as open space or a public park, title to the entire Property will automatically revert to Grantor. Notwithstanding the foregoing, if any portion of the Property needs to be converted to another public use for a right-of-way widening or other public infrastructure improvement project, that use shall not cause a reversion to Grantor.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty 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)

MILL HOLLOW PARK

An entire tract of land described in that Warranty Deed recorded November 12, 1993 as Entry No. 5655555 in Book 6800, at Page 1585 in the Office of the Salt Lake County Recorder. Said entire tract is located in the Southwest Quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows

Beginning at the Southeast Corner of MILL HOLLOW ESTATES, PLAT "E" SUBDIVISION, and running; thence South 0 deg. 18'29" East 260.89 feet to the Northwest Corner of Lot 12, Cottonwood Manor Subdivision; thence South 89 deg. 41'31" West 120.64 feet; thence South 0 deg. 18'29" East 632.70 feet; thence North 89 deg. 56'49" West 744.46 feet; thence North 0 deg. 11'00" West 437.86 feet; thence East 385.23 feet; thence North 0 deg. 11'00" West 246.56 feet; thence North 25 deg. 23'46" West 71.69 feet to the South line of said MILL HOLLOW ESTATES, PLAT "E" SUBDIVISION; thence Northeasterly 259.21 feet along the arc of a 655.43 foot radius curve to the left, (center bears North 7 deg. 27'38" West and long chord bears North 71 deg. 12'35" East 257.52 feet, with a central angle of 22 deg. 39'34") along the South line of said subdivision; thence Northeasterly 275.14 feet along the arc of a 462.89 foot radius curve to the right, (center bears South 30 deg. 07'12" East and long chord bears North 76 deg. 54'30" East 271.11 feet, with a central angle of 34 deg. 03'23") along the South line of said subdivision to the point of beginning.

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

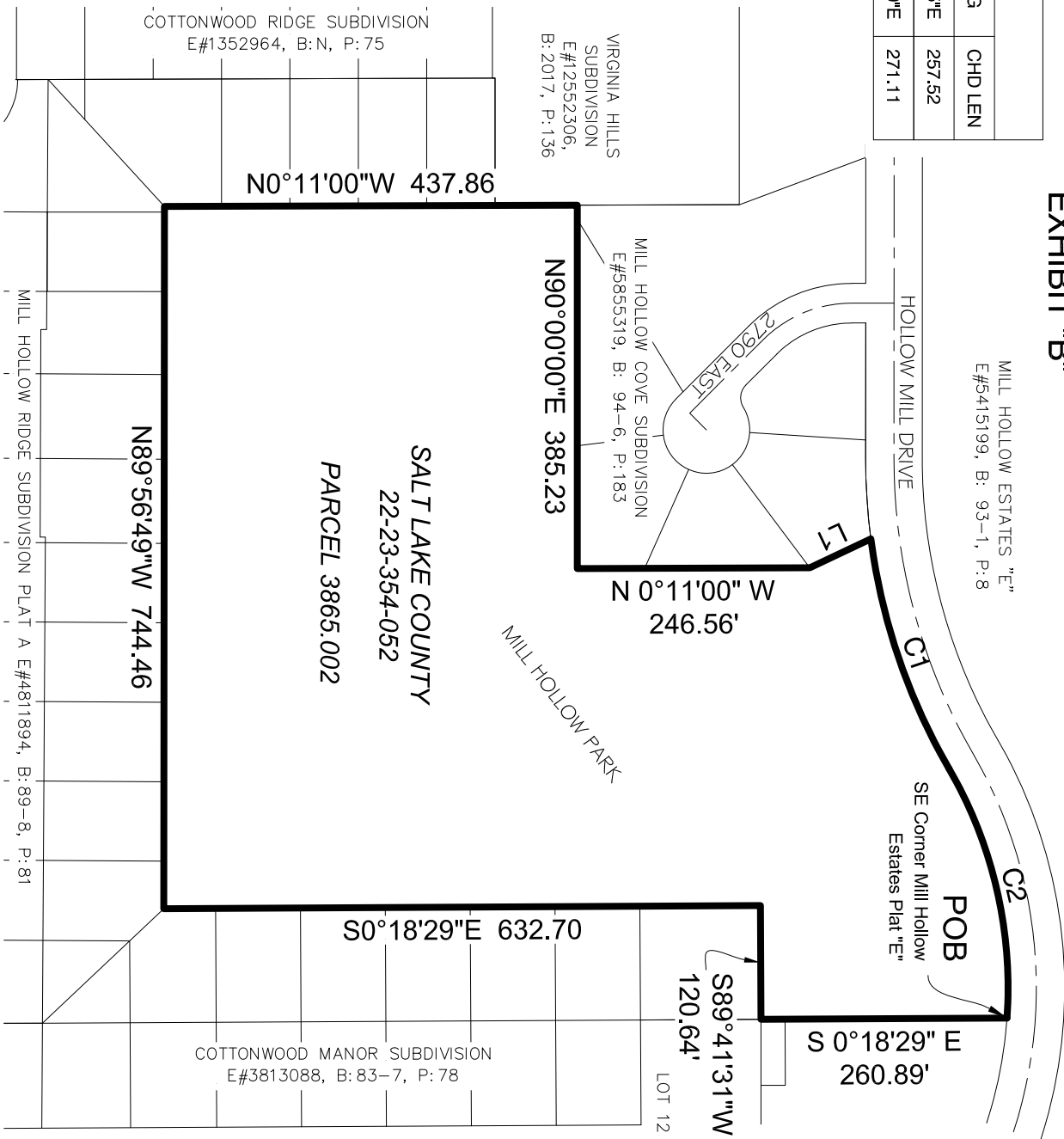
EXHIBIT "B"

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	259.21	655.43	22°39'34"	N71°12'35"E	257.52
C2	275.14	462.89	34°03'23"	N76°54'30"E	271.11

LINE TABLE		
LINE #	LENGTH	BEARING
L1	71.69	N25°23'46"W

LEGEND

-  TRACT BOUNDARY
-  ADJACENT PARCEL LINE
-  CENTERLINE ROAD



PAGE 3 OF 3
DATE: JUNE 18, 2020



SALT LAKE COUNTY
MILL HOLLOW PARK
SALT LAKE COUNTY REAL ESTATE
Prepared for:
Sec. 23, T.2S, R.1E, S.L.B.&M.
Work Order No. W061620044

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

Scale in Feet
1" = 200'
Prepared By: BFM Date: 06/18/2020
Surveyed By: XXX Date: ??/??/??
Checked By: SVK Date: 06/19/2020