

INTERLOCAL COOPERATION AGREEMENT

Between
SALT LAKE COUNTY
And
CITY OF HOLLADAY

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018, by the between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County") and CITY OF HOLLADAY, a municipal corporation of the State of Utah ("City"). County and City are referred collectively to 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 owns two small parcels of real property – one known as Parcel No. 22-03-326-017 located at approximately 2215 East 4500 South and the other known as Parcel no. 22-03-327-012 located at approximately 2221 East 4500 South (collectively, the "County Property").

E. A portion of the County Property lies within the public right-of-way for Lynn Lane and another portion lies within the public right-of-way for 4500 South. The remaining portion has historically been used as a pedestrian trail connecting these two public rights-of-way.

F. The City maintains the public rights-of-way within its jurisdictional boundaries and has asked that the County convey its interest in the County Property over to the City.

G. The Parties, wishing to memorialize their arrangement, enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance of the Property:

Upon the terms and subject to the conditions set forth herein, the County hereby agrees to transfer the County Property to the City. The County shall convey the County Property to the City

via a Quit Claim deed, the form of which is attached hereto as Exhibit A and incorporated herein by this reference. The City shall be solely responsible for maintaining the County Property and shall repair or replace improvements thereon as necessary to maintain its function.

2. **Consideration**

County and City agree that in consideration of the mutual benefit afforded the citizens of City and County and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, the County will convey the County Property to City as outlined above for not cost.

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 delivery of the Quit Claim Deed attached hereto as Exhibit A shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination 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.

4. **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 Manager 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 County and 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 this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

5. **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 parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Ben McAdams or Designee

Approved as to Form and Legality:

By _____
R. Christopher Preston, Deputy District Attorney
Date _____

CITY OF HOLLADAY

By [Signature]
Title Mayor

ATTEST:

[Signature]
Recorder

Approved as to Form and Legality:

[Signature]
Attorney for City of Holladay
Date 7-20-18



Exhibit A
(Quit Claim Deed)

WHEN RECORDED RETURN TO:

City of Holladay
4580 South 2300 East
Holladay, UT 84117

Space above for County Recorder's use

**QUIT CLAIM DEED
Salt Lake County**

*Parcel No(s). 1, 2 & 3
Tax Serial No(s). 22-03-326-017
& 22-03-327-012
Surveyor WO: SU20170369*

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, of Salt Lake County, State of Utah, hereby Quit Claim(s) to, City of Holladay, a municipality of the State of Utah whose address is 4580 S 2300 E, Holladay, Utah 84117, 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 Quit-Claim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20 _____.

SALT LAKE COUNTY

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

By _____
MAYOR or DESIGNEE
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:

My Commission Expires: _____

NOTARY PUBLIC

Residing in: _____

Acknowledgement Continued on Following 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:

My Commission Expires: _____

NOTARY PUBLIC

Residing in: _____

(EXHIBIT A)

PARCEL 1 (22-03-326-017)

An entire tract of land located in the Northwest Quarter of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian and described in that Quit Claim Deed recorded July 27, 1999 as Entry No. 7422288 in Book 8296, at Page 8746 in the Office of the Salt Lake County Recorder and described as follows:

Beginning at the Northeast corner of the Butcher property, said point being 15.4 Rods South and 49.08 rods West and North 8 degrees 25' West 200 feet from the center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being North 89 degrees 37' 30" West along the Monument line 809.82 feet and North 8 degrees 25' West 200 feet from the Salt Lake County Survey Monument in the Intersection of 4500 South and 2300 East Streets, and running thence South 8 degrees 25' East 29.57 feet to a point on a 45 foot radius curve; thence Northwesterly along the arc of said curve to the right, chords bears North 61 degrees 52'54" West 62.06 feet, distance of 68.48 feet; thence East 50.41 feet to the point of beginning.

The above-described tract of land contains 1,267 square feet in area or 0.029 acre, more or less.

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

BASIS OF BEARINGS: The Basis of Bearing is North 89 degrees 37' 30" West along the Monument line from the Salt Lake County Survey Monument in the Intersection of 4500 South and 2300 East Streets.

PARCEL 2 (22-03-326-017)

A parcel of land being part of an entire tract located in the Northwest Quarter of Section 3, Township 2 South, Range 1 East, Salt Lake base and Meridian and described in that Quit Claim Deed recorded July 3, 1969 as Entry No. 2294397 in Book 2769, at Page 530 in the Office of the Salt Lake County Recorder, The boundary of said parcel of land is described as follows:

Description Continued on Following Page

Beginning at a point North 89°40'46" West along the Section line 828.00 feet from the Southeast corner of the Northwest ¼ of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°40'46" West 23.55 feet; thence North 8°25' West 251.44 feet to the South line of the Briarwood Estates Subdivision No. 2; thence South 68°50'50" West along said South line 1.02 feet; thence South 8°25' East 251.06 feet; thence North 89°40'46" West 0.71 feet; thence South 8°25' East 283.44 feet to County Road; thence East 25.27 feet; thence North 8°25' West 283.44 feet, more or less, to the point of beginning.

The above-described parcel of land contains 7,336 square feet in area or 0.168 acre, more or less.

LESS AND EXCEPTING that area lying within 4500 South Street.

BALANCE: Contains 5,797 square feet in area or 0.133 acre, more or less.

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

BASIS OF BEARINGS: The Basis of Bearing is North 89°40'46" West along the Quarter Section line between the Center of Section and the West Quarter Corner of said Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

PARCEL 3 (22-03-326-012)

An entire tract of land located in the Northwest Quarter of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian and described in that Tax Sale Record recorded July 16, 1987 as Entry No. 4491885 in Book 5941, at Page 1381 and that Quit Claim Deed recorded August 11, 1982 as Entry No. 3701304 in Book 5402, at Page 670 in the Office of the Salt Lake County Recorder. The boundary of said entire tract is described as follows:

Beginning North 89°40'56" West 827.26 feet from the center of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian; running thence North 89°40'56" West 0.9 feet more or less; thence South 08°25' East 75.55 feet; thence Northerly along a curve to the Left 89.42 feet to the point of beginning.

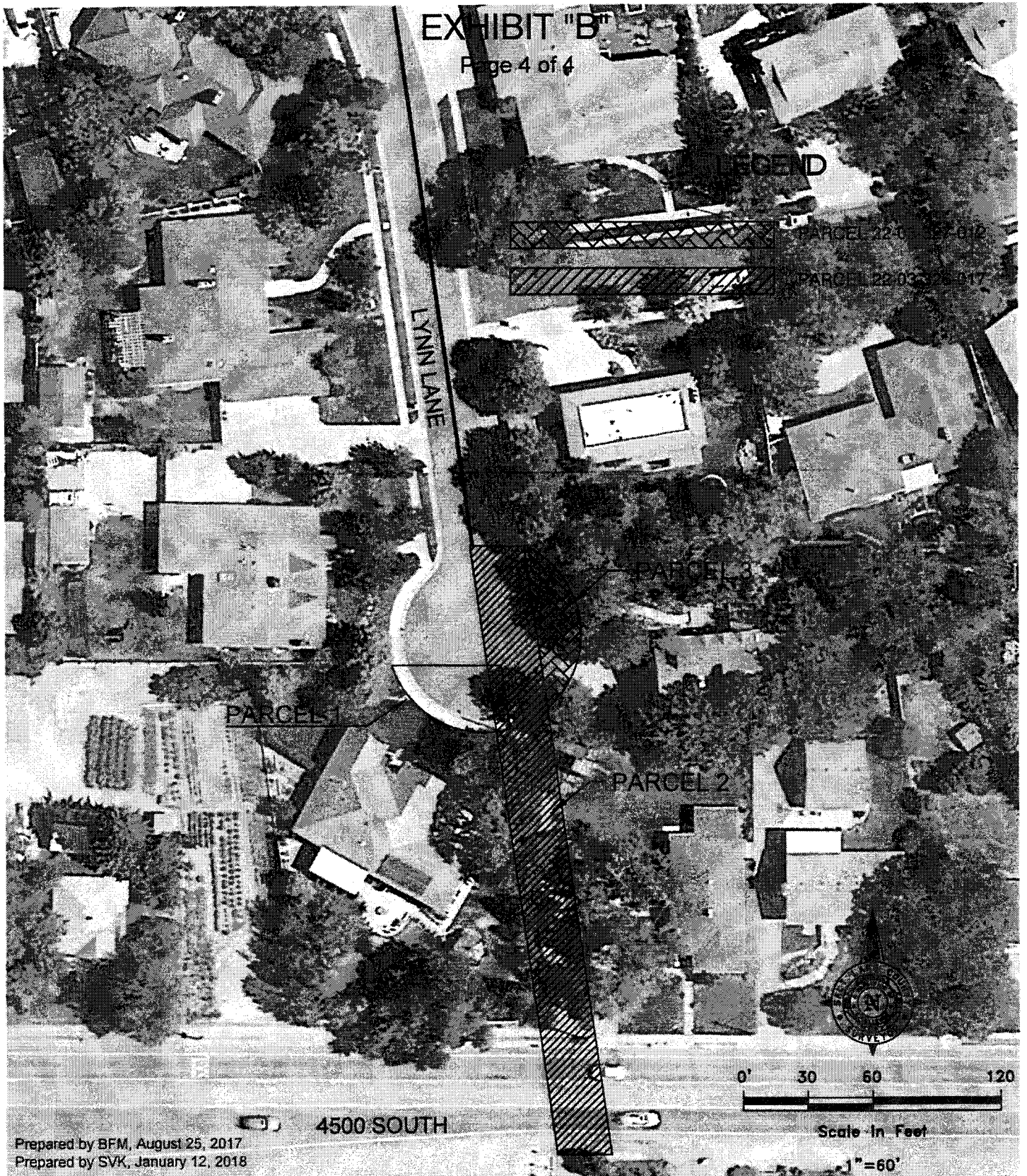
The above-described entire tract of land contains 1,120square feet in area or 0.026 acre, more or less.

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

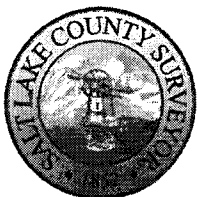
BASIS OF BEARINGS: The Basis of Bearing is North 89°40'46" West along the Quarter Section line between the Center of Section and the West Quarter Corner of said Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

EXHIBIT "B"

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Prepared by BFM, August 25, 2017
Prepared by SVK, January 12, 2018



2215 EAST 4500 SOUTH

CITY OF HOLLADAY

Prepared for:

Salt Lake County Real Estate

Sec. 3, T.2S., R.1E., S.L.B.&M.

Work Order No. SU20170369

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