

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “*Agreement*”) is made effective _____, 2020, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the “*County*”), and **UTAH DEPARTMENT OF TRANSPORTATION** (“*UDOT*”). The County and UDOT are collectively referred to herein 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 agency for consideration as may be agreed upon.

C. The County and UDOT are public agencies for purposes of the Act.

D. The County owns two adjacent parcels of real property located at approximately 4030 West 1820 South (Parcel No. 15-18-426-005) and 1910 South 3850 West (Parcel No. 15-17-300-008) in Salt Lake County (the “*County Property*”). A portion of Bangerter Highway is currently located on the County Property.

E. UDOT own and/or has jurisdiction over portions of 500 South Street and related right-of-way, also known as State Route 269 (“*500 South*”), immediately adjacent to property located at 35 East 500 South (Parcel No. 16-06-306-040), which is owned by Salt Lake County (the “*DA Property*”).

F. The County has discovered that a portion of the footings for the District Attorney’s office constructed on the DA Property encroaches into 500 South right-of-way by up to four feet.

G. In order to address this encroachment, the County and UDOT have agreed to exchange the County Property for a small portion of 500 South right-of-way where the encroachment has occurred (the “*UDOT Property*”). The value of these properties has been found to be equivalent.

H. The exchange for the Property has been determined to be a full and adequate consideration for the Property by the Salt Lake County Real Estate Section.

A G R E E M E N T:

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. **Exchange.** The County shall grant and convey to UDOT all of its rights, title and interest in the County Property via a Quitclaim deed, attached hereto as Exhibit A, in accordance with the terms and conditions of this Agreement. In exchange, UDOT shall grant and convey to the County all of its rights, title and interest in the UDOT Property via a Quitclaim deed, attached hereto as Exhibit B, in accordance with the terms and conditions of this Agreement.

Section 2. **Consideration.** The County and UDOT agree that the value of the County Property and the UDOT Property are equivalent and that the exchange contemplated in this Agreement is equitable. No other consideration shall pass between County and UDOT.

Section 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 exchange of the Quitclaim Deed for the County Parcel (Exhibit A) for the Quitclaim Deed for the UDOT Property (Exhibit B) 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.

Section 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 each respective Parties' designated administrator. The real property exchanged in the Parties' cooperative undertaking herein shall be acquired 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 UDOT 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.

Section 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, UDOT has caused this Agreement to be signed by its executive director; and the County, by resolution of its council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor, or his designee.

SALT LAKE COUNTY

By: _____
Its: Mayor
Date: _____

**SALT LAKE COUNTY DISTRICT
ATTORNEY APPROVAL**

Approved as to proper form and compliance with applicable law.

By: R. Christopher Preston Digitally signed by Robert Preston
Date: 2020.06.19 13:58:22 -06'00'

R. Christopher Preston
Deputy District Attorney

**UTAH DEPARTMENT OF
TRANSPORTATION**

By:  _____
Title: Executive Director
Date: 06/19/2020 _____

UDOT ATTORNEY APPROVAL

Approved as to proper form and compliance with applicable law.

By: *Renee Spooner* _____
Renee Spooner
Assistant Attorney General

Exhibit A
Quitclaim Deed to UDOT

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420
AND
Salt Lake County Real Estate
2001 State Street, Suite S3-110
Salt Lake City, UT 84114-330

Quitclaim Deed
(CONTROLLED ACCESS)
Salt Lake County

Tax ID No. 15-18-426-005
Tax ID No. 15-17-300-008
Parcel No. 1A
Project No. RS-0162(3)

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby Quitclaim(s) to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee for a Limited Access Highway, known as Project No. RS-0162(3), being a part of an entire tract of property described in that Warranty Deed recorded on September 21, 1981 as Entry No. 3606470 in the office of the Salt Lake County Recorder and located in the Southwest Quarter (SW1/4) of Section 17 and the East Half (E1/2) of Section 18, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, State of Utah, bounded and described as follows:

Beginning at a point on the centerline of the West Valley Highway, said point being on the north line of that certain parcel of land heretofore conveyed by Union Pacific Land Resources Corporation to Utah State Road Commission pursuant to Final Order of Condemnation dated May 16, 1974, recorded in the Records of Salt Lake County, June 19, 1974, in Book 3609, at Page 452, from which point the southeast corner of said section 18 bears N. 89°56'40" W., a distance of 23.19 feet, and S. 0°11'55" W., a distance of 1122.24 feet; thence along said north right of way line N. 89°56'40" W., 52.67 feet, to the beginning of a tangent curve concave southerly, having a radius of 439.26 feet; thence westerly along said curve through an angle of 5°00'32", an arc distance of 38.40 feet, to a point on the easterly boundary of that certain parcel of land heretofore conveyed by Union Pacific Land Resources Corporation to Utah Power & Light Company by Warranty Deed dated October 6, 1975, said point being the beginning of a non-tangent curve concave westerly from which point the center of said curve bears S. 80°17'14" W. a distance of 5639.58 feet; thence northerly along the easterly

Continued on Page 2

boundary of said previously-conveyed parcel and said curve, through an angle of $0^{\circ}19'05''$, an arc distance of 30.18 feet deed (31.31 feet actual); thence continuing along the easterly boundary of said previously-conveyed parcel the following courses and distances: N. $13^{\circ}56'25''$ W., a distance of 196.93 feet deed (N. $13^{\circ}56'28''$ W., 196.93 feet actual); N. $17^{\circ}02'09''$ W., a distance of 362.68 feet deed (N. $17^{\circ}02'06''$ W. 362.67 feet actual); N. $4^{\circ}24'46''$ W., a distance of 101.98 feet; N. $15^{\circ}43'22''$ W., a distance of 546.26 feet deed (552.65 feet actual), more or less, to a point on the westerly prolongation of the North boundary of Centennial Industrial Park, Phase III, recorded in the Office of the Recorder of said County, September 23, 1977, as Entry No. 3001204; thence leaving the easterly boundary of said previously-conveyed parcel, easterly along said westerly prolongation, N. $89^{\circ}59'$ E. a distance of 213.61 feet, more or less, to the Northwest corner of said Phase III; thence southeasterly along the westerly boundary of said Phase III, the following courses and distances: S. $15^{\circ}43'22''$ E. a distance of 930.23 feet; N. $74^{\circ}16'38''$ E. a distance of 10.0 feet; a distance of 274.37 feet, to the beginning of a non-tangent curve concave westerly from which point the center of said curve bears S. $76^{\circ}58'11''$ W. a distance of 5829.58 feet; Southerly along said curve through an angle of $3^{\circ}36'54''$, an arc distance of 367.81 feet, more or less, to a point on said north right of way of State Road Commission of Utah; thence leaving the westerly boundary of said Phase III, westerly along said right of way, N. $89^{\circ}56'40''$ W. a distance of 107.35 feet, to the POINT OF BEGINNING.

Containing an area of 8.77 acres, more or less.

To enable the Utah Department of Transportation to construct and maintain a public highway as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway.

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: _____
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: _____

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: _____

Prepared by Ward Engineering Group
Modified by Salt Lake County (SK)
Modified by UDOT JAO



Exhibit B
Quitclaim Deed to County

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420
AND
Salt Lake County Real Estate
2001 State Street, Suite S3-110
Salt Lake City, UT 84114-330

Quit Claim Deed

Salt Lake County

Tax ID No. N/A
(adjacent to 16-06-306-040)
Parcel No. 900:DQ
Project No. I-15-7(5)304
PIN 990010

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to SALT LAKE COUNTY, a body corporate and politic of the State of Utah Grantee, at 2001 South State Street, County of Salt Lake, State of Utah, Zip 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee being a portion of land lying within the existing right of way of 500 South Street, a public State of Utah, roadway, adjoining the southerly line of Lot 2, Block 39, Plat A, Salt Lake City Survey, which lies in the NW1/4SW1/4 of Section 6, T. 1 S., R. 1 E., SLB&M. The boundaries of said parcel of land are described as follows:

Beginning at a point on the southerly line of said Lot 2 on the northerly right of way line of said 500 South Street, which point lies 169.40 feet South 89°47'38" East along the monument line of said 500 South Street and 63.78 feet North 00°12'22" East from the found Salt Lake City monument at the intersection of 500 South Street and Main Street; said point also being 229.31 feet N. 89°47'29" W. along said southerly lot line from the southeasterly corner of said Lot 2; and running thence South 89°47'29" East 140.07 feet along said southerly line of Lot 2; thence South 00°09'03" East 2.82 feet; thence South 89°43'50" West 140.02 feet; thence North 00°51'39" West 3.99 feet to the Point of Beginning.

The above described parcel of land contains 477 square feet, or 0.011 acre, more or less.

AIR, LIGHT, VIEW AND VISIBILITY CLAUSE:

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

OUTDOOR ADVERTISING:

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in 23 United States Code, Section 136, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

That the herein Grantee, by consent of the Utah Department of Transportation shall have the right to lessen but not to increase the vertical distance or grade of said cut/ and/or fill slopes.

SUBJECT to the traffic signs, street lights, drainage facility, irrigation facility and/or any other facility related to the highway, including without limitation, any and all sidewalks on or abutting the above described property.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

IN WITNESS WHEREOF, said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this _ day of _____, A.D. 20 _____, by its Director of Right of Way.

STATE OF UTAH)	UTAH DEPARTMENT OF TRANSPORTATION
) ss.	
COUNTY OF)	By _____
		Director of Right of Way

On the date first above written personally appeared _____, who, being by me duly sworn, did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

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

Notary Public