

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF SOUTH JORDAN
AND
SALT LAKE COUNTY**

THIS AGREEMENT is made and entered into this 1ST day of October, 2002, by and between SOUTH JORDAN CITY, a municipal corporation of the State of Utah ("City"), and SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County"). The City and County will sometimes be referred to in this Agreement as the "Parties."

RECITALS

A. County, through its library system, operates certain public libraries throughout Salt Lake County for the benefit of the residents of County;

B. County and City desire to locate a new public library within South Jordan City for the benefit of the City and County residents in South Jordan City and the surrounding areas and have determined that locating the new public library at approximately 10600 South Redwood Road in South Jordan City will promote the general welfare of the residents of City and the County;

C. As part of the Parties' goal to relocate the County library in South Jordan, the City desires to purchase from the County the existing facility currently being utilized by the County for the public library located at approximately 10300 Beckstead Lane, South Jordan, Utah.

D. The County and the City also desire to resolve other real property matters pending between the Parties under this Agreement;

E. The Parties desire to enter into a joint and cooperative interlocal agreement to accomplish the relocation of the County library in South Jordan City and resolution of the other real property matters pending between the City and County;

F. The agreed upon consideration between the City and County for the performance of the obligations and covenants in this Interlocal Agreement shall be as set forth in this Agreement.

G. This Agreement is entered into pursuant to the power of the parties as governmental entities to convey and receive interests in real property and pursuant to the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq. (1953, as amended).

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, it is agreed by and between the Parties as follows:

1. The City agrees to purchase from the County the existing library facility located at 10300 Beckstead Lane, South Jordan, Utah, described in Exhibit "A", and the County agrees to convey said real property to the City by quit claim deed on or before the date of closing. The City shall pay as consideration for the property the fair market value in the amount of Nine Hundred Twenty Thousand Dollars (\$920,000.00) on or before the date of closing the transaction. All costs associated with the conveyance by the County

to the City including but not limited to all closing costs and title insurance shall be divided evenly between the parties.

Upon the conveyance of this real property to the City by the County, the relationship of the Parties, while the County library continues to occupy the facility, shall be that of landlord and tenant. The County shall pay \$1.00 per year to the City for lease of the space through December 31, 2004. County shall pay all expenses associated with operation and maintenance of the facility and shall insure its fixtures and contents against loss or damage. The City shall assume the risk of loss of the building as the owner and shall insure the same.

2. County agrees to negotiate the purchase of approximately 4.0 acres of real property in the southeast portion of the new "South Jordan City Center" development located at approximately 10600 South Redwood Road, South Jordan, Utah. The purchase price shall not exceed the fair market appraised value and shall in no event exceed \$6.50 per square foot or \$1,132,560.00. The purchase by the County shall be subject to the completion of all real estate due diligence by the County and acceptance of the results of that due diligence and satisfactory title. The purchase by the County shall further be subject to the appropriation of funding by the county legislative body for the purchase of the property and the construction of the new library facility.

3. City shall cooperate in good faith with the County regarding the following: (a) the siting of the library facility on the property which shall be subject to the approval of the Salt Lake County Library Board; (b) allowing and permitting the County Library to use appropriate signage and other distinguishing monuments to adequately identify the library on Redwood Road, Beckstead Lane and 10400 South

Roadway; (c) insurable cross-easements in the parking and common areas of the development and access easements for the new library; (d) assurance by the City that, in the approval of the plan for the development in which the new library will be located, it will require adequate parking for a library facility with reservation of parking on the property owned by the County exclusively for use by the library and its patrons; (e) not allow other tenants or businesses to locate within the proposed development that would detract from, or be a hazard or nuisance, or not compatible with, the purposes of the public library; (f) permit the County to raise the ground elevation of the proposed new library above the current elevation of the proposed site locating the library building on a mound or incline; and (g) control, to the extent feasible, the location and height of any buildings located directly on Redwood Road in front of the library in order to provide the library with a line of sight of visibility from Redwood Road. The City acknowledges and agrees that if the City fails to comply with any of the foregoing conditions, the County is under no obligation to perform under this Agreement or construct and operate a new library facility within the City. The County acknowledges that the City cannot supercede its own ordinances in accomplishing the obligations set forth in this Agreement.

4. The parties further agree that construction of the new public County library is subject to the feasibility of locating the library facility on the proposed site and funding being appropriated for such purpose. The County agrees to pay rent for the use of the existing library if the County has not vacated the facility by December 31, 2004. The County agrees to pay the fair market value for lease space commencing January 1, 2005 if the library has not vacated the facility by that date.

5. City agrees to assist County with construction of site improvements for the new library facility, when acquired by County, and agrees to contribute up to Five Hundred Thousand Dollars (\$500,000.00) toward such improvements for actual costs incurred. The County agrees to provide verification to the City for all such costs upon reasonable notice. The site improvements, as referenced in this paragraph, shall include but are not limited to all required site improvements and infrastructure required by the City building code, local code officials, the design for the facility and such other requirements imposed by law. The site improvements shall be inclusive of all required infrastructure, the parking lot, lighting, landscape, streetscape, utility runs, curb, gutter, access connectors and other similar site improvements. The City and County agree that the City may construct the site improvements if the City elects to do so and it is the most cost effective means of constructing said site improvements. If the City elects, pursuant to the previous sentence, to construct any of the site improvements, the City shall indemnify and hold the County harmless for any change orders or cost overruns that may occur as a result of the City's construction of any site improvements. Construction of all site improvements shall be subject to acceptance by the County. The City further agrees to provide ongoing maintenance for all site improvements as part of its municipal services.

6. City further agrees to contribute Eight Hundred Thousand Dollars (\$800,000.00) in RDA assistance to County for the acquisition of the real property for the new library and for construction of the new library facility. City agrees to provide this RDA assistance to County within five (5) years from the date of this Agreement for the sole purpose of providing funding for this new library project. City shall be solely

responsible for the preparation and administration of the RDA and the proposed funding. In the event the City is unable to create the proposed RDA and commit funding to the County as a first priority under the RDA prior to July 31, 2003, County shall have the right to exercise the option of relocating the County public library facility, currently located at 10300 Beckstead Lane, South Jordan, Utah, to another suitable location that meets the needs and approval of Salt Lake County and its Library Board other than the proposed site at 10600 South Redwood Road.

7. The City agrees to cooperate with the County at the time plans are developed for the new library facility, to assure access for adequate ingress and egress that is compliant with all applicable requirements, to waive all development and building permit fees and any impact fees over which the City has control, and to consider requested zoning variances for the construction and occupancy of the library facility. The City shall not unreasonably withhold any approvals and shall fully cooperate in the design and construction phases of the library facility. City shall also cooperate with the County in providing all necessary and appropriate signs for the library and for traffic control at the library facility for ingress and egress from the public streets.

8. County and City agree, pursuant to the provisions of the Interlocal Cooperation Act, that the County will convey by quit claim deed that certain real property currently owned by Salt Lake County located at approximately 10100 South 2200 West in South Jordan, Utah, to the South Jordan City prior to December 31, 2002. City agrees to indemnify and hold County harmless against any environmental hazards or recognized environmental conditions identified previously, now or in the future in connection with this real property. This conveyance by the County fulfills a previous

commitment by the County to reconvey this real property to the City pursuant to an interlocal cooperation agreement entered by the parties on or about January 15, 1997.

9. The City shall eliminate and revoke the requirement that the County construct a road accessing the County's Equestrian Park from Redwood Road and will not impose such a road requirement for access from Redwood Road to the Equestrian Park at any time in the future. The City shall revoke this access road requirement prior to October 31, 2002.

10. The County agrees to waive reimbursement by the City for the costs of improvements to the Shields Land Trail Head performed by Salt Lake County in developing and improving the trailhead for use by residents of South Jordan City.

11. The City shall cooperate with the County by continuing re-zoning the property known as the "Mink Farm Property" for the mutual benefit of the Parties. The Parties agree that the intent in re-zoning this property is to maximize full commercial value of this property. The City agrees to place the rezoning of this property before its Planning Commission and City Council prior to December 31, 2002 and further agrees to waive all costs and fees associated with the re-zoning of the Mink Farm Property. The City represents that the said property has already been re-classified for commercial use in the land use element of the City's general plan.

12. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

<u>County:</u>	Salt Lake County Real Estate Section 2001 South State, #N4500 Salt Lake County, Utah 84190
----------------	---

City: South Jordan City
Attn: City Manager
11175 South Redwood Road
South Jordan, Utah 84095-8265

The City and the County may change their addresses by providing notice as required under this provision.

13. The Parties agree that performance of the promises and covenants set forth in paragraphs 1, 8, 9, 10 and 11 shall occur within ninety (90) days of execution of this Agreement, but in no event later than December 31, 2002. The Parties further agree that each party shall bear its own costs of performance under this Agreement.

14. This Agreement embodies the entire agreement between the parties and shall not be altered, enlarged or modified except in writing signed by both parties. The benefits and protection provided by this Agreement shall inure solely to the benefit of Salt Lake County and South Jordan City. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party, other than the permitted successors and assigns of a party hereto. Nothing contained herein, or any of the obligations of the parties hereunder, shall in any manner inure to the benefit of third parties.

15. If either party defaults in the performance of this Agreement or any of its covenants, terms, conditions or provisions, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or from pursuing any remedy available.

16. This Agreement shall be governed by the laws of the State of Utah, the ordinances of County, and the ordinances of City both as to interpretation and performance.

17. This Agreement shall be approved by the South Jordan City Council and the Salt Lake County Council through appropriate action before it is effective.

18. No separate legal entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the Salt Lake County Mayor and the South Jordan City Mayor, or their designees, shall constitute a joint board for such purpose.

19. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

20. The parties intend that the covenants and promises of this Agreement 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.

21. The parties shall execute and deliver all documents, provide all reasonably needed information and take or forebear from all such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

22. This agreement shall be binding upon the assigns, heirs, legal representatives and successors of the parties hereto.

Exhibit "A"

Beginning at the intersection of two fence lines, said point being S. 00°06'05" W. 1318.81 feet and S. 89°47'25" E. 951.20 feet along the centerline of 10400 South Street and N. 00°28'53" E. 846.804 feet from the North Quarter Corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence S. 00°28'53" W. 252.17 feet along an existing fence line; thence west 326.79 feet to a point on a 205.26 foot radius curve to the left (radius of which being N. 58°49'10" W. 205.26 feet) thence Northeasterly 103.09 feet along said curve (chord bears N. 16°47'32" E. 102.01 feet; thence N. 02°24'13" E. 243.10 feet to an existing fence line; thence S. 73°00'29" E. 302.45 feet to the point of beginning. Contains 2.036 acres.

