

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this “**Agreement**”) is entered as of January ___, 2026 (the “**Effective Date**”), by and between the **REDEVELOPMENT AGENCY OF SANDY CITY**, a Utah political subdivision (the “**Agency**”) and **SANDY CITY**, a Utah municipal corporation (the “**City**”) (collectively, the “**Parties**”).

A. WHEREAS, the Agency was created and continues to operate under the provisions of the Limited Purpose Local Government Entities—Community Reinvestment Agency Act, Title 17C of the Utah Code, and/or its predecessor statutes (the “**Act**”);

B. WHEREAS, under the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code (the “**Cooperation Act**”), the parties have the authority to enter into this Agreement;

C. WHEREAS, the City is the owner of the real property known as the majority portion of Parcel No. 2701451029 as depicted in the attached Exhibit A (the “**Property**”);

D. WHEREAS, the Agency and the City desire to now memorialize an understanding relating to the anticipated sale of the Property from the City to the Agency, with the intent that the Agency will contract with a third party for the sale and development of the Property; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. **City Property Sale.** City agrees to sell, and Agency agrees to purchase the Property from the City a price of \$20.37 per gross square foot, to be paid by the Agency to the City (the “Purchase Price”) on or before January 31, 2026. Title to the Property will be conveyed by a Special Warranty Deed.

2. **Agency Property Sale.** It’s currently anticipated that the Agency will market and contract for the sale of the Property to a third party for the development of an affordable housing project on the Property. The parties acknowledge and anticipate that if the Property is used for an affordable housing project, the acquisition price to be paid by a third-party purchaser to the Agency will likely be less than the Purchase Price to be paid by the Agency to the City.

3. **No Third-Party Beneficiary.** Nothing in this Agreement creates or may be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except as otherwise specifically provided herein, no person or entity is an intended third-party beneficiary under this Agreement.

4. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based and each of the Parties relies on its own understanding of the relevant facts, information, and representations, after having completed its own due diligence and investigation.

5. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act as relates to this Agreement, the Parties agree as follows:

a. This Agreement must be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b. This Agreement must be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

c. A duly executed original counterpart of this Agreement must be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. This Agreement does not create an interlocal entity. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of this Agreement and the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e. The term of this Agreement will commence on the Effective Date and will remain in full force and effect until the Property is sold to a third party. Notwithstanding the previous sentence, as required by Section 11-13-216 of the Cooperation Act, this Agreement will terminate upon the Agency's purchase of the Property.

f. Notwithstanding anything in the immediately preceding subsection 5.e. to the contrary, the effectiveness and enforceability of all obligations of the City under this Agreement are conditional upon the City first complying with all applicable state and local law, including, without limitation, the City's compliance with Section 11-1-24 of the Sandy City Municipal Code (relating to surplus property disposition and related procedures).

g. Immediately after execution of this Agreement by both Parties, the Agency may publish a joint notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.

6. **Modification and Amendment.** Any modification of or amendment to any provision contained herein will be effective only if the modification or amendment is in writing and signed by the Parties. Any oral representation or modification concerning this Agreement will be of no force or effect.

7. **Further Assurance.** Each of the Parties agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

8. **Governing Law.** This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

9. **Severability.** If any provision of this Agreement is ever held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action will be strictly construed;
- b. such provision will be fully severable;
- c. this Agreement will be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties must use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

10. **Authorization.** Each of the Parties represents and warrants to the other that the warranting Party has taken all steps, including the publication of public notice, where necessary, in order to authorize the execution, delivery, and performance by each such Party of this Agreement.

11. **Incorporation of Recitals and Exhibits.** Except to the extent they may conflict with any of the express provisions of the body of this Agreement, the recitals set forth above are hereby incorporated by reference as part of this Agreement. All exhibits and/or attachments hereto are incorporated herein.

[Remainder of Page Intentionally Blank – Signature Pages to Follow]

~ SIGNATURES TO INTERLOCAL COOPERATION AGREEMENT ~

REDEVELOPMENT AGENCY OF SANDY CITY

Executive Director

ATTEST:

Secretary

Attorney Review for Redevelopment Agency:

The undersigned, as counsel for the Redevelopment Agency of Sandy City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for the Agency

[Signatures continue on next page.]

**~ ADDITIONAL SIGNATURES TO INTERLOCAL COOPERATION
AGREEMENT ~**

SANDY CITY

By: _____
Mayor

ATTEST:

City Recorder

Attorney Review for City:

The undersigned, as attorney for Sandy City, has reviewed the foregoing Interlocal Cooperation Agreement and finds it to be in proper form and in compliance with applicable state law.

City Attorney

Exhibit A
Depiction of approximate location of the Property

