

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “Agreement”), is made and entered into this 26 day of NOVEMBER, 2019 (the “Effective Date”), by and among TOOELE COUNTY, a body corporate and politic of the State of Utah (the “County”), DESERET PEAK SPECIAL SERVICE DISTRICT, a service district organized under authority of Title 17A, Chapter 2, Part 13, now operating under authority of the Utah Special Service District Act, Title 17D Chapter 1, Utah Code Annotated (the “Service District”), and GRANTSVILLE CITY, a municipal corporation of the State of Utah (the “City”). The County, the Service District, and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties have previously entered into that certain Interlocal Agreement (Deseret Peak Area Water and Sewer Services), dated as of March 5, 2014 (the “2014 Interlocal Agreement”), which provided for, among other things, (i) the annexation into the City of certain lands (the “Annexation Area”), including, as a portion thereof, the County-owned Deseret Peak Complex (“Deseret Peak Complex”), and land then owned by the County and commonly known as the Utah Motorsports Campus (the “UMC”) (the Deseret Peak Complex and the UMC being sometimes referred to herein collectively as the “County Properties”), (ii) the adjustment of the Service District’s legal boundaries to exclude the Annexation Area, (iii) the provision by the City of water and sewer services to the Annexation Area; and (iv) the completion of certain sewer facilities and the conveyance by the County to the City of certain water rights, water facilities, and sewer facilities and related easements, as more particularly described in the 2014 Interlocal Agreement.

B. The 2014 Interlocal Agreement constituted, in part, the settlement of disputes between the City and the County under a previous agreement among the Parties, dated January 28, 2003, relating to the provision of water service by the City to the County's Midvalley Recreation and Technology Park, of which the Deseret Peak Complex and the UMC form a part.

C. Following annexation of the Annexation Area into the City, the County initiated the statutory process to disconnect the County Properties from the City by filing a Request for Disconnection.

D. The City rejected the County's request for disconnection, and thereafter initiated litigation against the County in the Third Judicial District Court in Tooele County (the "Court"), in a matter captioned *Grantsville City v. Tooele County, Utah and Deseret Peak Special Service District*, Case No. 170300595, alleging breach of the 2014 Interlocal Agreement in connection with the disconnection petition and numerous other provisions of the 2014 Interlocal Agreement (the "Litigation"). In response thereto, the County and the District filed their counterclaim against the City alleging, among other things, the City's prior breach of the Interlocal Agreement, and seeking an order of the Court declaring the annexation of the County Properties by the City invalid, seeking rescission of the annexation, and requesting an order disconnecting the County Properties from the City. On October 25, 2017, the City filed a Motion for Partial Summary Judgment on the issue of the legality of the annexation, and on January 4, 2018, the Court ruled that the annexation was conclusively valid. All other matters raised in the Litigation remain unresolved.

E. Since commencement of the Litigation, the County has sold the UMC to a private party.

F. Through mediation and other settlement efforts, the Parties have settled the disputes that are the subject of the Litigation, and now desire to document the terms and conditions of such settlement, and the dismissal of the Litigation.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually and cooperatively agree as follows:

SECTION 1. INTERLOCAL AGREEMENT. Settlement of the Litigation involves an agreement among the Parties regarding a number of issues relating to the Deseret Peak Complex, including without limitation the staffing of law enforcement for County events held at the Complex, the disconnection of the Complex from Tooele City's sewer system, and the provision by the City of water and sewer services to the Complex, the conveyances of certain facilities, easements and water rights to the City, and other related matters. Such issues are addressed by the Parties in a separate *Interlocal Cooperation Agreement – An Agreement Pertaining to the Operation of the Deseret Peak Complex, and Related Matters*, dated of even date herewith, a fully executed copy of which is attached as Exhibit A hereto (the "Deseret Peak Interlocal Agreement"). The Parties hereby acknowledge and agree that the execution by the Parties of this Agreement is expressly subject to and in consideration of the Parties entering into the Deseret Peak Interlocal Agreement, with the understanding and agreement that the Deseret Peak Interlocal Agreement may be amended by the Parties as determined necessary by the Parties, upon their mutual written agreement.

SECTION 2. ANNEXATION.

2.1. Current Boundaries. The County recognizes and acknowledges the annexation of the Annexation Area (including in particular the portion thereof owned by the

County) into the City. The County hereby formally withdraws its request for disconnection and its challenge to the legality of the annexation and agrees, as part of the Dismissal (defined below), to dismiss with prejudice any and all claims and counterclaims the County has against the City with respect to the legality of the annexation and/or the City's rejection of the County's request for disconnection. The County acknowledges that, except as may otherwise be provided herein and in the Deseret Peak Interlocal Agreement, the Annexation Area shall be subject to the jurisdiction of the City for all purposes.

2.2. Service District Boundary Adjustment. Pursuant to Section 17B-1-502(2)(a)(iii) of the Utah Code, withdrawal of the Annexation Area from the Service District was automatically accomplished by the annexation of the Annexation Area into the City. Within 120 days of the execution of this Agreement, the County shall deliver to the City a copy of the certificate of withdrawal issued by the lieutenant governor under Section 67-1a-6.5 of the Utah Code.

2.3. Zoning. Upon annexation of the Annexation Area into the City, the Deseret Peak Complex and the UMC were assigned the zoning designation of CG by the City, and the Purple manufacturing facility ("Purple") was assigned the zoning designation of MD. The County acknowledges receipt of a description of such zoning designations as set forth in the City Code. The City acknowledges that the CG zoning designation is consistent with the County's current uses at the Deseret Peak Complex.

2.4. Future Annexation. The City agrees that it shall not initiate or solicit the future annexation of the property situated east of Sheep Lane between Erda Lane on the north and Highway 112 on the south, or solicit or encourage the submission by the owner of such property of an annexation petition to the City. This provision shall not be read to preclude (i) the City from

entertaining annexation petitions submitted by one or more property owners on their own initiative, in accordance with applicable Utah law, (ii) the City from adopting or revising an Annexation Policy Plan, pursuant to Section 10-2-401.5 of the Utah Code, (iii) the City from negotiating and cooperating with Tooele City to define each municipality's expansion area, pursuant to Section 10-2-401.5(6) of the Utah Code, (iv) the City from objecting to, protesting, or challenging any attempted annexation by Tooele City, or (v) the County from contesting by judicial action or otherwise the annexation by the City of any such property.

SECTION 3. SETTLEMENT OF LITIGATION; MUTUAL RELEASE OF CLAIMS. The Parties agree to settle the Litigation with prejudice and, except for the obligations and conditions set forth in this Agreement and the Deseret Peak Interlocal Agreement, the Parties hereby fully and forever release and discharge each other, and all their past, present, and future affiliates, officers, insurers, representatives, employees, agents, attorneys, predecessors, successors, and assigns, from any and all actions, causes of action, claims or demands for damages, suits, judgments, liabilities, debts, sums of money, accounts, costs, expenses, compensation, covenants, interest, or any other thing whatsoever of any and every kind whatsoever, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, accrued or not accrued, and in whatever legal theory of form, whether asserted or unasserted, held or claimed, or that could be claimed, by the individual Parties or any of them, which have existed or may have existed or which do exist, or which may result therefrom up to and including the date of this Agreement, with respect to any claims that have been brought in the Litigation or which otherwise relate to the 2014 Agreement, the Annexation, and the requested disconnection. Consistent therewith, the Parties have, concurrently herewith, executed a Stipulation and Order of Dismissal with Prejudice (the

“Dismissal”), in the form attached as Exhibit B, and hereby agree to file the same with the Court immediately upon execution of this Agreement and the Deseret Peak Interlocal Agreement.

SECTION 4. TERMINATION OF 2014 INTERLOCAL AGREEMENT. Upon the execution hereof and the issuance by the Court of an order dismissing the Litigation, the 2014 Interlocal Agreement shall terminate and be of no further force and effect, and shall be wholly replaced by this Agreement and the Deseret Peak Interlocal Agreement.

SECTION 5. MISCELLANEOUS.

5.1. Incorporation of Recitals. The Recitals first set forth above are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

5.2. Entire Agreement. This Agreement and the Deseret Peak Interlocal Agreement contain the entire agreement of the Parties with respect to the subject matter of this Agreement, and expressly supersede and replace any and all other prior agreements, understandings, statements, representations, and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives, and agents in respect of the subject matter hereof.

5.3. Further Documents and Acts. Each of the Parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent of the Parties hereunder.

5.4. Amendments. This Agreement may not be changed, modified, or amended, except pursuant to an instrument in writing, signed by the City, the County, and the Service District.

5.5. Notice. Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to the other Party if served either personally, by electronic transmission, or by deposit in the United States mail. If such notice is served personally or by electronic transmission, service shall be conclusively deemed given at the time of such personal service or electronic transmission. If such notice is served by mail, such notice shall be sent postage prepaid, by certified mail, return receipt requested, and shall be conclusively deemed given two business days after the deposit thereof in the United States mail addressed to the Party to whom such notice is given as hereinafter set forth:

To: Tooele County
Attn: Administration
47 South Main Street
Tooele, Utah 84074

To: Deseret Peak Special Service District
Attn: Chairperson
47 South Main Street
Tooele, Utah 84074

To: Grantsville City
Attn: Mayor
429 East Main
Grantsville, Utah 84029

Any Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

5.6. No Third-Party Benefit. This Agreement shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of 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 permitted successors and assigns of a Party hereto).

5.7. Execution Voluntary. The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

5.8. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

5.9. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one agreement. A signature received via facsimile or electronically via e-mail shall be as legally binding for all purposes as an original signature.

5.10. Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such other Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare any other

Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first Party of any of its rights hereunder.

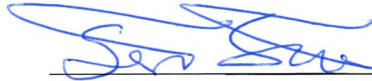
5.11. Severability. If any portion of this Agreement shall be or become illegal, invalid, or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal, and enforceable.

5.12. Authority to Bind. Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

[signatures on following pages]

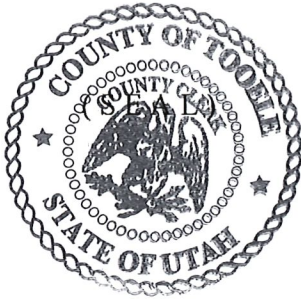
TOOELE COUNTY, UTAH



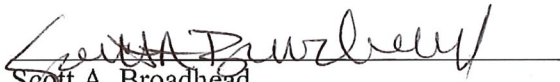
11/26/19

Tom Tripp
Tooele County Commission, Chairman

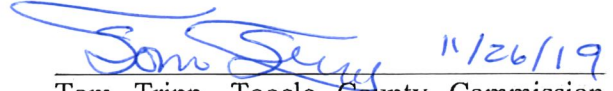
ATTEST:


Marilyn K. Gillette, Clerk

APPROVED AS TO FORM:

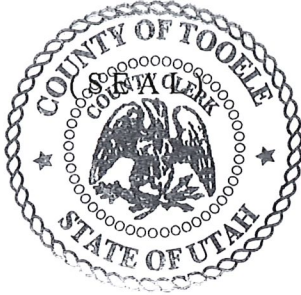

Scott A. Broadhead
Tooele County Attorney

**DESERET PEAK SPECIAL SERVICE
DISTRICT**

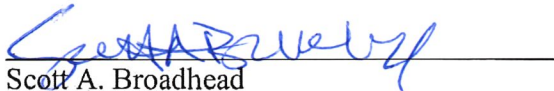

Tom Tripp, Tooele County Commission
Chairman, acting as the governing authority
of the Deseret Peak Special Service District

ATTEST:


Marilyn K. Gillette, Secretary



APPROVED AS TO FORM:


Scott A. Broadhead
Tooele County Attorney

GRANTSVILLE CITY, UTAH



Brent K. Marshall
Grantsville City Mayor

ATTEST AND COUNTERSIGN:


Christine Webb
Grantsville City Recorder



APPROVED AS TO FORM:


Brett Coombs
Grantsville City Attorney

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, Tooele County County Recorder

EXHIBIT A

Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

AN AGREEMENT PERTAINING TO THE OPERATION OF THE DESERET PEAK COMPLEX, AND RELATED MATTERS

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*"), is made and entered into effective this 26 day of NOVEMBER, 2019 (the "*Effective Date*"), by and between TOOELE COUNTY, a body corporate and politic of the State of Utah (the "*County*"), and GRANTSVILLE CITY, a municipal corporation of the State of Utah (the "*City*"). (The County and the City are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties.*")

RECITALS

A. Contemporaneously herewith, the County, the City, and the Deseret Peak Special Service District have entered into a Settlement Agreement (the "*Settlement Agreement*"), by which such parties agreed to the dismissal of certain litigation between them.

B. Pursuant to and as partial consideration for such Settlement Agreement, the Parties agreed to enter into this Interlocal Cooperation Agreement, relating generally to the operation of, and certain services to be provided to, the County-owned Deseret Peak Complex, as more particularly identified on Exhibit A attached hereto (the "*Deseret Peak Complex*"), and related matters.

C. The Parties now desire to enter into this Agreement, contemporaneously with the execution of, and in satisfaction of the terms of, the Settlement Agreement.

D. This Agreement is entered into under and pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "*Act*"), and the Parties desire to evidence compliance with the terms and provisions of the Act.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually and cooperatively agree as follows:

SECTION 1. LAW ENFORCEMENT AND FIRE PROTECTION.

1.1. Law Enforcement. The City hereby delegates to the County Sheriff's Office, to the fullest degree allowed by law, including the Act, the primary responsibility for law enforcement and police protection on the Deseret Peak Complex, including day-to-day patrols, citizen response, and security for all events occurring within the Deseret Peak Complex. If any portion of the Deseret Peak Complex is sold, this delegation shall cease as to that portion.

1.2. Fire Protection. Fire protection at the Deseret Peak Complex shall be provided consistent with existing mutual aid agreements between and among the City, the County, and other local fire departments and fire districts.

SECTION 2. EVENT PERMITS.

2.1. Permitting. The County shall be responsible for processing, issuing, and enforcing permits for all public events held at the Deseret Peak Complex and shall use the Tooele County codes and ordinances in doing so. The City Council has, prior to the date hereof, amended the City Code to allow the delegation of such permitting authority to the County under this Agreement.

2.2. All facilities within the Deseret Peak Complex shall be allowed by the City to function consistent with the place, nature, type, and size of events for which the facilities are approved by the County;

2.3. If the sponsor of a special event first approaches the City, the City shall direct the sponsor to the County for processing of a permit request. The County shall duly notify

the City, of the place, nature, and size of all events, and the City and County shall consult with one another, on a case-by-case basis, with respect to the management and operation of events.

2.4. Other. All governmental functions pertaining to Deseret Peak Complex that are not expressly delegated to the County under this Agreement will fall under the authority and be the responsibility of the City.

SECTION 3. WATER AND SEWER SERVICE.

3.1. General. The Deseret Peak Complex shall receive both water and sewer utility service on the same basis as all other similarly situated property within the City, in accordance with all applicable City ordinances, rate structures, rules, regulations, procedures, and practices, as the same may be changed or amended from time to time, subject to applicable law.

3.2. Water Service.

3.2.1. Water Facilities. The County shall, within 30 days after execution of this Agreement, transfer and convey to the City all existing wells (including any and all interest in the Hunsaker Well), casings, pumps, sources of electrical supply, SCADA equipment, meters, pipelines (including the Deseret Peak Water Transmission Line), storage tanks, conduits, structures, tools, equipment and materials, and all facilities functionally related or appurtenant to the foregoing, which are currently being used by or useful to the City in providing water service to and within the Annexation Area (the "*Water Facilities*"). The County shall accomplish such transfer and conveyance by executing and delivering to the City a Quit Claim Deed in substantially the form attached hereto as Exhibit B, and an Assignment and Bill of Sale in substantially the form attached hereto as Exhibit C.

3.2.2. Water Facilities Easements. The County shall, within 30 days after execution of this Agreement, transfer and convey to the City all easements across public and

private property, including county roads, necessary for the construction, access, operation, maintenance, and repair of the Water Facilities (the “*Water Easements*”). The County shall accomplish such transfer and conveyance by executing and delivering to the City an Easement in substantially the form attached hereto as Exhibit D.

3.2.3. Water Rights. The County shall, within 30 days after execution of this Agreement, transfer and convey to the City Water Right Nos. 15-381, 15-638, and 15-639, representing the right to divert 312.16 acre-feet of water (the “*Water Rights*”). The County shall accomplish such transfer and conveyance by executing and delivering to the City a Water Rights Quit Claim Deed in substantially the form attached hereto as Exhibit E.

3.2.4. Additional Water Rights. Based on consultations with the City’s engineer, and on water delivery records and future use projections, the City has allocated the 312.16 acre-feet associated with the Water Rights as follows: 10 acre-feet to the Purple manufacturing facility, 100 acre-feet to the Utah Motorsports Complex (“UMC”), and the remaining 202.16 acre-feet to the Deseret Peak Complex. If in the future the water use demands of the Deseret Peak Complex consistently exceed a running three-year average of 202.16 acre-feet per year, the County agrees, at the option of the City, to secure and convey to the City additional water rights in an amount reasonably required by the City.

3.3. Sanitary Sewer Service.

3.3.1. Connection. The Deseret Peak Complex and UMC are currently receiving sewer service from Tooele City, Utah, pursuant to that certain Interlocal Agreement for Wastewater Treatment Services between Tooele City and the County dated February 1, 2017 (the “*Tooele City Agreement*”). Tooele City has required that future sewer service be obtained from alternative providers. The City agrees to provide sewer service to the Deseret Peak Complex and

UMC as soon as such users are able to disconnect from Tooele City's sewer system and connect to the City's sewer system. The County has provided to the City a schedule of the necessary work to be accomplished, and the equipment and materials to be acquired, which is attached hereto as Exhibit F (the "*Sewer Connection Schedule*"). The Sewer Connection Schedule includes work and materials related to the Deseret Peak Complex and UMC. The work described in the Sewer Connection Schedule shall be accomplished as soon as reasonably practicable following the execution of this Agreement, but in no event later than August 12, 2019. The City shall perform all work to be performed within the public right-of-way (subject to full reimbursement by the County of all costs and expenses), and the County shall perform all work to be performed on the County's property, at the County's sole cost and expense. The County shall make separate arrangements with UMC for the work to be performed on property owned by UMC, and the payment of the costs and expenses associated with such work and materials, it being agreed that the City shall not be responsible for those costs and expenses. Following the completion of such work, the County shall transfer and convey all completed facilities within the public right-of-way to the City as provided in Section 3.3.2. The future operation, maintenance, repair, and replacement of such facilities shall be governed by applicable City ordinances, rules, regulations, procedures, and practices. Upon completion of the work, the County shall deliver to the City evidence that the Tooele City Agreement has been terminated and is no longer in force and effect.

3.3.2. Sewer Facilities. The County shall, within 30 days after execution of this Agreement, transfer and convey to the City the Giza lift station and related facilities, and all existing pipelines, conduits, structures, tools, equipment, and materials located in the public right-of-way and used or useful in connection with the provisions of sewer service to and within the Annexation Area, and all facilities functionally related to or appurtenant to the foregoing

(collectively, the “*Sewer Facilities*”). The County shall accomplish such transfer and conveyance by executing and delivering to the City a Quit Claim Deed in substantially the form attached hereto as Exhibit G, and an Assignment and Bill of Sale in substantially the form attached hereto as Exhibit H.

3.3.3. City Sewer Easements. The County shall, within 30 days after execution of this Agreement, transfer and convey to the City all easements held by the County across public and private property, including county roads, necessary for the construction, access, operation, maintenance and repair of the Sewer Facilities (the “*Sewer Easements*”). The County shall accomplish such transfer and conveyance by executing and delivering to the City an Easement in substantially the form attached hereto as Exhibit I.

SECTION 4. DEFAULT; REMEDIES.

4.1. Default. A default (“*Default*”), shall occur under this Agreement if any Party fails to perform its obligations hereunder where those obligations are due and the defaulting Party has not performed the delinquent obligations within the thirty (30) days following delivery to the delinquent Party of written notice of such delinquency. Notwithstanding the foregoing, if the Default cannot reasonably be cured within such 30-day period, a Party shall not be in default so long as that Party commences to cure the Default within such 30-day period and diligently continues such cure in good faith until complete.

4.2. Remedies. Upon the occurrence of a Default, the non-defaulting Party, except as otherwise provided below, shall have the right to exercise any right or remedy available at law and in equity, including injunctive relief and specific performance. The Parties acknowledge their obligations under this Agreement are unique and that monetary damages may

not be sufficient to compensate for any defaults hereunder. The rights and remedies of the Parties shall be cumulative.

4.3. Attorneys' Fees. In any legal proceedings arising from or under this Agreement, the prevailing Party in such legal proceedings shall be entitled to reimbursement of reasonable attorneys' fees and costs from the non-prevailing Party. For purposes of this Agreement, the prevailing Party shall be the Party who receives the result closest to the result sought.

SECTION 5. INDEMNIFICATION. The County shall indemnify, defend, and hold the City and its officials, employees, officers, agents, volunteers, contractors, subcontractors, representatives, professional consultants, invitees, or servants, and their respective successors and assigns (collectively, the "City Indemnitees"), harmless from and against any loss, damage, injury, death, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorney's fees) of any kind or character to any person or property (collectively, "Claims"), arising from or relating to the delegation by the City to the County of jurisdiction and/or responsibilities with respect to law enforcement and permitting responsibilities under this Agreement and relating to the Deseret Peak Complex, which jurisdiction would otherwise be exercised by, and which responsibilities would otherwise be performed by, the City, but for such delegation. In connection with such duty of indemnification and agreement to defend and hold the City harmless, the County does hereby, to the fullest extent permitted by law, affirmatively waive and agree not to assert, as against the City and not as against third-parties, any and all defenses, protections, immunities, and liability limits otherwise available to it under the Governmental Immunity Act, Utah Code Annotated 63G-1-101, et. seq.

The City shall indemnify, defend, and hold the County and its officials, employees, officers, agents, volunteers, contractors, subcontractors, representatives, professional consultants, invitees, or servants, and their respective successors and assigns (collectively, the “County Indemnites”), harmless from and against any loss, damage, injury, death, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorney’s fees) of any kind or character to any person or property (collectively, “Claims”), arising from or relating to the County’s delivery and transfer of its existing water and sewer infrastructure in Sections 3.2.1 through 3.2.3 and Sections 3.3.2 through 3.3.3 in this Agreement. The City understands it is accepting all infrastructure “as is.” In connection with such duty of indemnification and agreement to defend and hold the County harmless, the City does hereby, to the fullest extent permitted by law, affirmatively waive and agree not to assert, as against the County and not as against third-parties, any and all defenses, protections, immunities, and liability limits otherwise available to it under the Governmental Immunity Act, Utah Code Annotated 63G-1-101, et. seq.

SECTION 6. MISCELLANEOUS.

6.1. Incorporation of Recitals. The Recitals first set forth above are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

6.2. Entire Agreement; 2014 Interlocal Agreement Superseded. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and expressly supersedes and replaces the 2014 Interlocal Agreement in its entirety, and any and all other prior agreements, understandings, statements, representations, and warranties, oral or written, express or implied, by and among the Parties and their respective affiliates, representatives, and agents in respect of the subject matter hereof.

6.3. Further Documents and Acts. Each of the Parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent of the Parties hereunder.

6.4. Amendments. This Agreement may not be changed, modified, or amended, except pursuant to an instrument in writing, signed by the City and the County.

6.5. Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts, or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

6.6. Notice. Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to the other Party if served either personally, by electronic transmission, or by deposit in the United States mail. If such notice is served personally or by electronic transmission, service shall be conclusively deemed given at the time of such personal service or electronic transmission. If such notice is served by mail, such notice shall be sent postage prepaid, by certified mail, return receipt requested, and shall be conclusively deemed given two business days after the deposit thereof in the United States mail addressed to the Party to whom such notice is given as hereinafter set forth:

To: Tooele County
Attn: Administration
47 South Main Street
Tooele, Utah 84074

To: Grantsville City
Attn: Mayor
429 East Main
Grantsville, Utah 84029

Any Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

6.7. No Third-Party Benefit. This Agreement shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of 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 permitted successors and assigns of a Party hereto).

6.8. Execution Voluntary. The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

6.9. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

6.10. Partial Invalidity. If any term or provision of this Agreement or the application thereof to a person or circumstance shall, to the extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

6.11. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one agreement. A signature received via facsimile or electronically via e-mail shall be as legally binding for all purposes as an original signature.

6.12. Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such other Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first Party of any of its rights hereunder.

6.13. No Separate Legal Entity Created. No partnership, joint venture, or other separate legal entity is created by this Agreement.

6.14. Assignment. No Party may assign its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be

unreasonably withheld, conditioned, or delayed so long as the assignee thereof shall reasonably be expected to be capable and willing to perform the duties and obligations being assigned.

6.15. Authority to Bind. Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

SECTION 7. INTERLOCAL COOPERATION ACT COMPLIANCE. In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties agree as follows:

7.1. Adoption by Resolution. Pursuant to the provisions of Section 11-13-202.5 of the Interlocal Cooperation Act, this Agreement shall be authorized and adopted by resolution of the County Commission, acting in its capacity as the legislative body of the County, and by resolution of the City Council, acting in its capacity as the legislative body of the City;

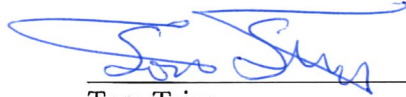
7.2. Attorney's Review and Signature. Pursuant to the provisions of Section 11-13-202.5(3) of the Interlocal Cooperation Act, this Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party;

7.3. Deposit into Records. Pursuant to the provisions of Section 11-13-209 of the Interlocal Cooperation Act, a duly executed counterpart of this Agreement shall immediately be deposited with and remain in the official records of each Party during the effective term hereof; and

7.4. Term of Agreement. Pursuant to the provisions of Section 11-13-216 of the Interlocal Cooperation Act, this Agreement shall extend for a term of not to exceed 50 years from the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

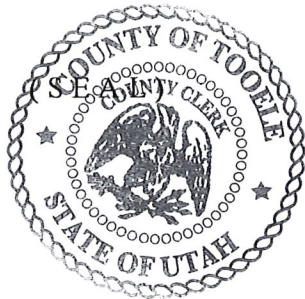
TOOELE COUNTY, UTAH

 11/26/19

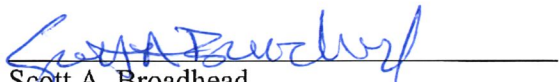
Tom Tripp
Tooele County Commission, Chairman

ATTEST:


Marilyn K. Gillette, Clerk



APPROVED AS TO FORM:

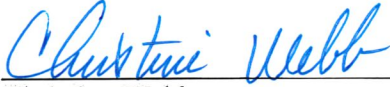

Scott A. Broadhead
Tooele County Attorney

GRANTSVILLE CITY, UTAH



Brent K. Marshall
Grantsville City Mayor

ATTEST AND COUNTERSIGN:



Christine Webb
Grantsville City Recorder



APPROVED AS TO FORM:



Brett Coombs
Grantsville City Attorney

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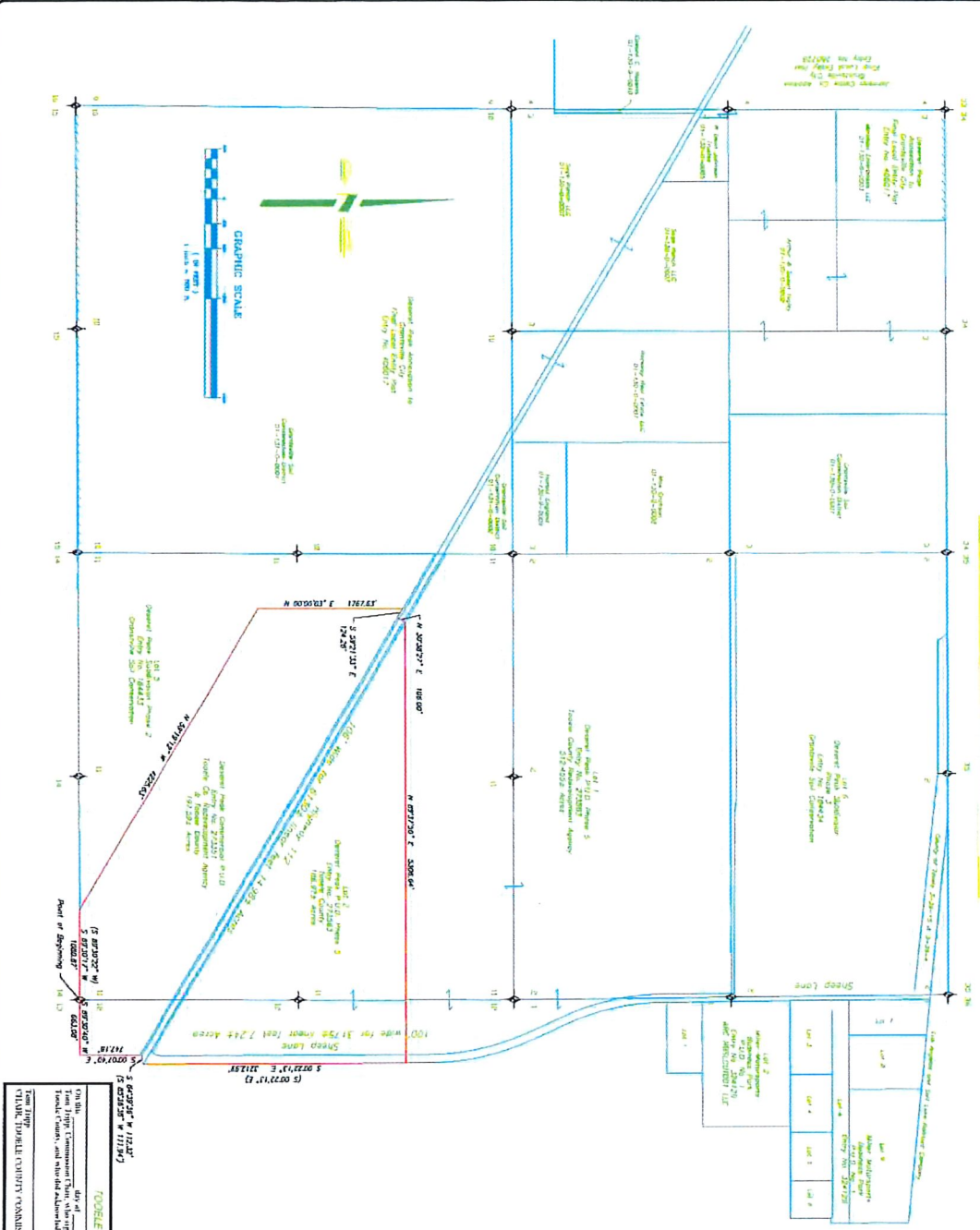
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EXHIBIT A

Map of Deseret Peak Complex

DESERET PEAK WITHDRAWAL FROM GRANTSVILLE CITY

(FINAL LOCAL ENTRY PLAT)
 Located in Sections 11 & 12, Township 3 South, Range 5 West,
 Salt Lake Base and Meridian, Tooele County, Utah



LOCAL ENTRY

Tooele County & North Quarter of the Partition Survey Deeds

NARRATIVE

This final local entry plat was prepared in accordance with Section 17-23-20 of the Utah Code. The withdrawal of the Withdrawal Final Local Entry Plat, a labor from Deseret Peak from Grantsville City recorded as entry No. 489311 in the Tooele County records. The field work was performed for the preparation of this plat.

SURVEYOR'S CERTIFICATE

I, Matt W. Clark, do hereby certify that I am a Professional Land Surveyor and that I had License No. 223378 as provided by the laws of the State of Utah and that this Final Local Entry Plat was prepared under my supervision.



LEGAL DESCRIPTION

Plat No. 223378, recorded as entry No. 489311 in the Tooele County records, is a final local entry plat for the withdrawal of the Withdrawal Final Local Entry Plat, a labor from Deseret Peak from Grantsville City recorded as entry No. 489311 in the Tooele County records. The field work was performed for the preparation of this plat.

TOOELE COUNTY SURVEYORS OFFICE Approved by: _____ Date: _____ _____ Surveyor		TOOELE COUNTY RECORDERS OFFICE Received at Tooele County of Tooele, Utah Recorded at the Request of _____ _____ Recorder	
TOOELE COUNTY COMMISSION Approved by: _____ Date: _____ _____ Commission		FINAL ENTRY REVISIONS Date: _____ _____ Revision	

EXHIBIT B

WHEN RECORDED, MAIL TO:

Mayor Brent K. Marshall
Grantsville City
429 East Main Street
Grantsville, Utah 84029

WATER FACILITIES QUIT CLAIM DEED

TOOELE COUNTY, UTAH, a body corporate and politic of the state of Utah ("Grantor"), hereby conveys and quit claims to GRANTSVILLE CITY, UTAH, a municipal corporation of the state of Utah, whose mailing address is 429 East Main Street, Grantsville, Utah 84029 ("Grantee"), for Ten Dollars (\$10.00) and other good and valuable consideration, all of Grantor's right, title and interest in and to all water facilities currently being used by or useful to Grantee in providing water service to and within the real property identified in Exhibit A attached hereto, including all wells, casings, pumps, sources of electrical supply, SCADA equipment, meters, pipelines, storage tanks, conduits, structures, tools, equipment and materials, and all facilities functionally related or appurtenant to the foregoing, including without limitation the following:

1. The Hunsaker Well, described as follows:

An existing 16-inch culinary water well, with an approximate capacity of 245 gpm, and commonly referred to as the Hunsaker Well, together with the related casing, pump, pump house, measuring device and all appurtenant equipment and facilities,

which well and related equipment and facilities are situated on the property identified on Exhibit B attached hereto,

[and including the real property on which the Hunsaker well is situated, as describe in Exhibit B attached hereto,]

2. The Deseret Peak Water Transmission Line, described as follows:

3. South Willow Tank described as follows:

An existing cement water storage tank with a capacity of approximately 1 million gallons, and commonly referred to as the "South Willow Tank," together with all related valves, measuring devices and all appurtenant equipment and facilities,

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which tank and related equipment and facilities are situated on the property identified on Exhibit 3 attached hereto,

- 4. Security fencing, posts and appurtenances around the Hunsaker Well and South Willow Tank

TOGETHER WITH: (i) all easements, rights-of-way, and appurtenances running with or pertaining thereto, and (ii) all of Grantor's right, title and interest in any land lying in any street, road or avenue in front of or adjoining the above-described property.

IN WITNESS WHEREOF, Grantor has executed this Water Facilities Quit Claim Deed this 26 day of NOVEMBER, 2019.

TOOELE COUNTY, UTAH

Thomas Tripp 11/26/19

Thomas Tripp,
Chair, Tooele County Commission

STATE OF UTAH)
 :ss
COUNTY OF TOOELE)

On this 26th day of November, 2019, personally appeared before me Thomas Tripp, personally known to me to be the Chair of the Tooele County Commission, who acknowledged to me that he signed the foregoing instrument as Chair of the Tooele County Commission, and acknowledged to me that Tooele County, Utah executed the same.

Megan N. Perez
NOTARY PUBLIC



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EXHIBIT A

Real property located in Tooele County, Utah, described as follows:

Located in Sections 1, 2, 3, 4, 8, 9, 10, 11 and 12, all in Township 3 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, being more particularly described as follows:

Beginning at the northwest corner of Section 3, said Township and Range, and running thence along the north line of said Section 3 the following two (2) courses: 1) North 89°40'35" east 2,661.22 feet to the north quarter corner of said Section 3 and 2) North 89°40'35" east 2,661.22 feet to the northeast corner of said Section 3; thence along the north line of Section 2, said Township and Range the following two (2) courses; 1) North 89°40'35" east 2,661.02 feet to the north quarter corner of said Section 2 and 2) North 89°41'01" east 534.79 feet more or less to an extension of the south line of the Los Angeles and Salt Lake Railroad Parcel per the Miller Motor Sports Business Park P.U.D. No. 1 as recorded in the Office of the Tooele County Recorder as Entry No. 324129; thence South 84°23'36" east along said right-of-way 2,188.65 feet more or less to the east right-of-way line of Sheep Lane; thence South 00°39'55" east along said right-of-way 1,707.68 feet to the northwest corner of Lot 2, Miller Motor Sports Business Park P.U.D. No. 1; thence along said lot the following three (3) courses: 1) North 89°40'28" east 1,512.18 feet; 2) South 00°19'32" east 1,065.00 feet and 3) South 89°40'28" west 1,505.87 feet to the east right-of-way line of Sheep Lane; thence along said right-of-way the following five (5) courses: 1) South 00°39'55" east 450.40 feet; 2) Southerly along the arc of a 2,950.00 foot radius tangent curve to the left, the center of which bears North 89°20'04" east, through a central angle of 23°52'31", a distance of 1,229.28 feet; 3) South 24°32'26" east 450.87 feet; 4) Southerly along the arc of a 3,050.00 foot radius tangent curve to the right, the center of which bears South 65°27'34" west, through a central angle of 24°10'13", a distance of 1,286.64 feet and 5) South 00°22'13" east 3,520.49 feet more or less to the north right-of-way line of State Highway 112; thence South 85°36'36" west 111.94 feet to the South right-of-way line of said State Highway 112 and the east line of Deseret Peak Commercial P.U.D. as recorded in the Office of the Tooele County Recorder's Office as Entry No. 273351; thence South 00°07'40" east along said east line 747.18 feet to the south line of Section 12, said Township and Range; thence South 89°30'40" west along said south line 663.08 feet to the southwest corner of said Section 12; thence along the south line of Section 11, said Township and Range the following two (2) courses: 1) South 89°30'22" west 2,694.70 feet to the south quarter corner of said Section 11 and 2) South 89°30'15" west 2,694.65 feet to the southwest corner of said Section 11; thence along the south line of Section 10, said Township and Range, the following two (2) courses: 1) South 89°30'41" west 2691.12 feet to the south quarter corner

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of said Section 10 and 2) South 89°30'41" west 2,691.12 feet to the southeast corner of said Section 10; thence along the south line of Section 9, said Township and Range the following two (2) courses: 1) South 89°35'00" west 2,642.00 feet to the south quarter corner of said Section 9 and 2) South 89°35'00" west 2,836.98 feet to the south west corner of said Section 9; thence South 89°35'00" west along the south section line of Section 8, said Township and Range 1,320.90 feet to the existing boundary line of Grantsville City as created by that certain Hill and Argyle Annexation Plat recorded in the Office of the Tooele County Recorder as Entry No. 22468 in Book 951 at Page 230; thence along said boundary line the following three (3) courses: 1) North 00°26'37" east 1,340.87 feet, 2) North 89°46'00" east 1,321.01 feet and 3) North 00°27'03" east 1,336.65 feet to the east quarter corner of said Section 8 and the original Grantsville City Boundary; thence along said Grantsville City Boundary the following three (3) courses: 1) North 89°02'06" east 1,817.03 feet, 2) North 00°30'40" east 2,622.89 feet and 3) North 00°18'24" east 2,165.57 feet more or less to the south line of the Anderson Ranch Phase 4 Annexation to Grantsville City as recorded in the Office of the Tooele County Recorder as Entry No. 287614; thence along said boundary the following three (3) courses: 1) South 88°33'31" east 356.72 feet, 2) North 00°08'09" east 1,820.43 feet and 3) South 89°40'20" west 360.93 feet to the existing Grantsville City Limits; thence north along said existing Grantsville City Limits 820.54 feet more or less to the northerly right-of-way of State Highway 112, said line also being the southerly line of the Johnson Cattle Co. addition to Grantsville City as recorded in the Office of the Tooele County Recorder as Entry No. 280728; thence along said addition the following five (5) courses: 1) South 55°02'32" east 2,380.17 feet, 2) Southeasterly along the arc of a 1,1426.16 foot radius tangent curve to the left, the center of which bears North 36°47'49" east, through a central angle of 04°18'00", a distance of 857.32 feet, 3) South 59°20'32" east 1,145.01 feet more or less to the west line of Section 3, said Township and Range, 4) North 00°07'30" east 290.81 feet to the west quarter corner of Section 3 and 5) North 00°08'25" east 2654.63 feet to the point of beginning.

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