

**INTERLOCAL COOPERATION AGREEMENT  
FOR TRANSIT SYSTEM SERVICES**

This Inter-local Cooperation Agreement (“*Agreement*”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “*Effective Date*”), by and among **HIGH VALLEY TRANSIT DISTRICT**, a political subdivision of the State of Utah (hereinafter, “*District*”), and **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, “*County*”). Each is individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

**WHEREAS**, the County formed the District, a small public transit district, to provide regional public transit services to the County’s residents, workforce, and visitors, which is funded by the following sales and use taxes: (a) the county option sales and use tax to fund a system for public transit, Utah Code §59-12-2213, (b) the county-wide option sales and use tax for highways and public transit, Utah Code §59-12-2219, wherein all sales and use tax imposed in areas of Summit County outside of Park City Municipal Corporation, shall be distributed to the District, and (c) the county-wide option sales and use tax for a system for public transit, Utah Code §59-12-2220 (together the “*County Public Transit Taxes*”); and,

**WHEREAS**, it is the County’s desire that regional transit services be made available throughout the County; and,

**WHEREAS**, the District is a regional transit district empowered to provide the regional transit services which the County desires; and,

**WHEREAS**, the Parties hereto are willing to enter into this Agreement wherein the County agrees to annex into the District the remainder of the unincorporated Summit County and the District agrees to provide a regional system of public transit to the County’s residents, workforce, and visitors as hereinafter specified; and,

**WHEREAS**, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(d), *Utah Code Annotated (UCA) 1953, as amended*, to enter into this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

### 1. **Annexation.**

1.1 County agrees to adopt a resolution from its County Council petitioning the District for annexation of all remaining unincorporated property within the County into the District (the “*Annexation Resolution*”), in form and substance as set forth in **Exhibit A** herein. The County shall comply with Utah Code §17B-1-403 or its successor law. The County shall file the Annexation Resolution and an administrative fee with the District. The administrative fee shall cover the costs associated with any public noticing, public hearing, or election required as part of the annexation process.

1.2 District agrees to process the Annexation Resolution and approve the annexation (the “*Annexation*”) so long as (a) an insufficient number of written protests are received by the District following the annexation public hearing, or (b) an election of registered voters within the County approves of the annexation, and the conditions precedent to Closing (defined hereafter) have been satisfied.

1.3 The Parties agree that they will act in good faith in completing the annexation process.

### 2. **Sales and Use Taxes; Canyons Transit Fees; Kimball Area Transportation SSD Assessments.**

2.1 County Public Transit Taxes. County agrees to remit to the District, on the schedules approved by the Utah State Tax Commission (the “*Tax Commission*”), all sales and use taxes collected pursuant to the County Public Transit Taxes.

2.2 Canyons Transit Fees. The Canyons Transit Service Agreement between Summit County, the Canyons Resort Village Association, Inc., and VR CPC Holdings, Inc., dated June 29, 2015 (the “*Canyons Transit Agreement*”) provides that the resort operators pay a fee for enhanced transit services to the Canyons Resort as part of its Development Agreement with the County. The fees associated with the Canyons Transit Agreement will be remitted to the District and the Canyons Transit Agreement shall be assigned to the District by the County in accordance with Section 3.2.

2.3 Kimball Area Transportation SSD Assessments. Pursuant to Summit County Code, Title 2, Chapter 31, the County operates the Kimball Area Transportation SSD for the purpose of providing enhanced transit services to businesses within the Kimball Junction Towncenter. Assessments from the Kimball Area Transportation SSD shall be remitted to the District to provide for the enhanced transit services to businesses within

the Kimball Junction Towncenter.

3. **Transfer of County Owned Transit Assets.** County shall transfer, and the District shall accept, acquire, and take assignment and delivery of, all County's right, title and interest, in and to all assets, properties, goodwill and rights of every nature, kind and description, whether tangible or intangible, real, personal or mixed, accrued or contingent, which are related to, used or held for use by the County in connection with the operation of transit within the unincorporated Summit County, as the same shall exist on the Closing Date. The assets to be transferred by the County and accepted by the District hereunder (collectively, the "*Transferred Assets*"), as more particularly set forth in this section, and the transfer thereof by the County and acceptance thereof by the District shall be an express condition precedent to Closing.

3.1 Real Property.

3.1.1 At Closing, County shall convey to the District by Special Warranty Deed marketable title in Summit County Tax Identification Parcel No. KAMC-1, located at 231 South 175 West, Kamas, Utah 84036 (the "*Kamas Business Commons Park & Ride Transit Center*"), in form and substance as set forth in **Exhibit B** hereto.

3.1.2 At Closing, County shall convey to the District by Special Warranty Deed marketable title in Summit County Tax Identification Parcel No. PCTC-6-X, located adjacent to the Sheldon D. Richins County Facility at Kimball Junction with an address of 6490 N. Landmark Dr., Park City, Utah 84098 (the "*County Transit Hub*"), in form and substance as set forth in **Exhibit C** hereto.

3.1.3 At Closing, the County shall dedicate, transfer, assign and convey to the District all existing interests in real property, which are owned by the County, including easements and rights-of-way, which are necessary for the operation of the public transit system. An itemized inventory of the existing real property interests, easements and rights-of-way, including bus shelters, to be assigned and conveyed hereunder are identified and shown on **Exhibit D** attached hereto.

3.1.4 All instruments assigning and/or granting the easements to the District pursuant to this section shall be in form and substance as set forth in **Exhibit E** hereto. All assignments shall be free and clear of all liens, encumbrances and claims whatsoever, and all grants of easement shall have a perpetual term.

3.2. Assignment of Contracts, Reports, Records and Intangibles.

3.2.1 Contracts.

3.2.1.1 The County agrees to assign to the District that certain contract entitled Bus Service Agreement between the Utah Transit Authority ("*UTA*"), Park City Municipal Corporation, and Summit County, dated August 24, 2011, whereby those parties agreed to participate jointly in operating transit service in and around Salt

Lake County and Summit County, and the same having been amended by that certain Addendum No. 1, Service and Alignment Change 2017, dated \_\_\_\_\_, 2017 (together, the “*SLC-SC Transit Agreement*”), in form and substance as set forth in **Exhibit F** hereto.

3.2.1.2 The County agrees to assign to the District the Canyons Transit Agreement, in form and substance as set forth in **Exhibit G** hereto.

3.2.1.3 The County agrees to assign to the District that certain contract entitled Service Provider/Professional Services Agreement, Kimball Circulator, LLC, dated June 1, 2017, and its First Amendment, dated September 19, 2019 (the “*Kimball Circulator Agreement*”), in form and substance as set forth in **Exhibit H** hereto.

3.2.1.4 The County agrees to assign to the District that certain contract entitled Master Services Agreement by and between Via Mobility LLC and Summit County, dated September 3, 2020, its First Amendment, dated April \_\_, 2021, the TAAS Service Order for On-Demand Transit Services, dated April \_\_, 2021, the TAAS Service Order for Fixed Route Transit Services, dated April \_\_, 2021, and the Via Solution Terms of Use Acknowledgement, dated April \_\_, 2021 (together, the “*Via Agreement*”), in form and substance as set forth in **Exhibit I** hereto.

3.2.2 County represents that there are no other service contracts, to which the County is a party, which are necessary to be assigned to the District in order for the District to operate and maintain a system of public transit within the County. All intangibles, reports and records related to the ownership and operation of Park City Transit, which are in the County’s possession, as identified in **Exhibit J** hereto, shall be assigned by the County to the District. Copies of all transit maps, maintenance and inspection records, and operation manuals which are maintained by and in the possession of the County shall be provided by the County to the District at or prior to Closing.

4. **Closing.** The closing of the transfer of the assets referenced herein (the “*Closing*”), will take place on a date and at a time and place mutually agreeable to the Parties subsequent to the Annexation, but in no event later than June 30, 2021.

4.1 **County Closing Deliverables.** At the Closing, County shall deliver to the District:

4.1.1 Special Warranty Deed, in the form attached as Exhibit B, duly executed by the County conveying the Kamas Business Commons Park & Ride Transit Center identified in and as required pursuant to Section 3.1.1 herein.

4.1.2 Special Warranty Deed, in the form attached as Exhibit C, duly executed by the County conveying the County Transit Hub identified in and as required pursuant to Section 3.1.2 herein.

4.1.3 Assignments and/or Grants of Easement, in the form attached as Exhibit E, duly executed by the County assigning and/or granting, as the case may be, to

the District the easements and rights-of-way identified in Exhibit D hereto, as required pursuant to Section 3.1.4 herein.

4.1.4 All documents required to be delivered by the County to the District pursuant to Section 3.2 herein as identified in Exhibits F, G, H, I and J hereto.

4.2 District's Closing Deliverables. At Closing, the District shall deliver to the County such other customary instruments, filings or documents, in form and substance satisfactory to the County, as may reasonably be requested by the County or as may be otherwise necessary or desirable to evidence and effect the of the transfer, conveyance and delivery of Transferred Assets to the District and to put the District in actual possession or control of the Transferred Assets.

5. **Representations and Warranties of the Parties**. As an inducement to the Parties to enter into this Agreement, the Parties hereby represent and warrant as follows:

5.1 Representations and warranties of the County. County hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

5.1.1 Authority of County. County has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by County of this Agreement, the performance by County of its obligations hereunder and the consummation by County of the transactions contemplated hereby have been duly authorized by all requisite legal action. This Agreement has been, and upon its execution will have been, duly executed and delivered by County; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of County enforceable against County in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

5.1.2 No Conflicts; Consents. The execution, delivery and performance by County of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of County; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to County; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument, or result in the creation of any encumbrance on any of the Transferred Assets pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which County is a party or by which County or the Transferred Assets may be bound or affected.

5.1.3 No Liabilities. To County's knowledge, County has no liabilities of any nature arising out of, the operation of Park City Transit, whether accrued, absolute, contingent or otherwise, whether known or unknown.

5.1.4 Good and Marketable Title to be Conveyed. County owns good and marketable title to all of the Transferred Assets, free and clear of any encumbrance, title imperfection or restriction of any kind whatsoever (whether accrued, absolute, contingent, or otherwise). The delivery to the District of all assignments, grants of easement and assignment of easements at Closing will transfer to the District good and marketable title to all of the Transferred Assets, free and clear of any encumbrance. County makes no representation or warranty regarding the condition or suitability of the Transferred Assets and the District accepts the Transferred Assets in their as-is condition.

5.1.5 No Pending Actions. There are no actions pending or, to County's knowledge, threatened in connection with the Transferred Assets or County's ownership or operation thereof, nor is there any basis for any such action, that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement. There are no actions by County pending, or which County has commenced preparations to initiate, against any other person in connection with the Transferred Assets. There are no outstanding and unsatisfied, or to County's knowledge, threatened, orders, writs, judgments, injunctions, penalties or awards against, relating to or affecting the Transferred Assets, County's ownership or operation thereof or the transactions contemplated by this Agreement.

5.2 Representations and Warranties of the District. The District hereby represents as follows:

5.2.1 Powers of the District. The District has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the District of this Agreement, the performance by the District of its obligations hereunder and the consummation by the District of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the District; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

5.2.2 No Conflicts; Consents. The execution, delivery and performance by the District of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the District; (b) conflict

with or result in a violation or breach of any provision of any law, regulation or order applicable to the District; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the District is a party or by which the District may be bound or affected.

5.2.3 There are no actions pending or, to the District's knowledge, threatened that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement.

5.3 Survival. All representations of County and the District in this Agreement shall survive the Closing and shall remain in full force and effect, until the expiration of the statute of limitations following the date all performance thereunder was due to be performed.

## 6. **Liabilities and Indemnification.**

6.1 Indemnity by County. County will indemnify, reimburse, defend and hold the District and its officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively "*Losses*"), resulting from, arising out of, relating to, or incurred by reason of: (a) any breach of any representation, warranty, covenant, or agreement of County contained in this Agreement or any agreement, instrument, or document executed and delivered by County pursuant hereto; (b) any action taken by any taxing authority in relation to the classification and taxation of the Transferred Assets for tax purposes as a result of this Agreement; and (c) the operation of Park City Transit prior to the Closing.

6.2 Indemnity by the District. The District will indemnify, reimburse, defend, and hold harmless County and its parent entity, shareholders, officers and directors, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to: (a) any breach of any representation, warranty, covenant, or agreement of the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto; and (b) subsequent to Closing, any assumed liability.

7. **Waiver of Jury Trial**. To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the transactions contemplated hereby, or the actions of such party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.

8. **Governmental Immunity Act.** Because both Parties are governmental entities under the *Utah Governmental Immunity Act of Utah*, Utah Code §63G-7-101, *et. seq., as amended*, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither Party waives any defense available to it under the *Utah Governmental Immunity Act of Utah*.

9. **Survivability.** With the exception of Sections 3 and 4, which merge with the Closing, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

10. **Relief of Obligation.** This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law (Utah Code §11-13-208).

11. **Term.** This Agreement shall be in effect for a period of fifty (50) years from the Effective Date (Utah Code §11-13-216) unless otherwise terminated by the District and the County by mutual written agreement.

12. **Eminent Domain.** The County agrees to exercise on behalf of the District its powers of eminent domain in accordance with Utah Code §17B-2a-820 or successor law. The District is responsible for all costs and expenses associated with the eminent domain proceeding, including legal fees, appraiser fees, fair market value compensation, etc. The District shall provide written notice to the County of its desire to have the County exercise its powers of eminent domain. The notice shall identify the property to be condemned, the rationale of the District, and the timing of the condemnation. The District and the County together shall agree upon a condemnation strategy, including the hiring of outside legal counsel. Once the property is condemned, the County shall transfer the title to the property in fee simple to the District.

13. **Special Conditions, Considerations and Circumstances.** As a minimum level of service within the unincorporated county, the District shall operate the Kamas Service (10 Black), 6 Lime Line, Bitner Loop, Kimball Junction Circulator, and SLC-SC Transit.

#### 14. **County Services**

14.1 Legal Services. The Summit County Attorney (the “*County Attorney*”) shall serve as the District’s General Counsel.

14.1.1 The County Attorney shall provide legal services, including, but not limited to negotiating, drafting and reviewing legal documents, regulations and policies; providing advice in labor and employment matters; and handling District litigation.

14.1.2 The County Attorney shall allocate to the District forty (40) hours per month of legal services.



14.1.3 As personnel and resources, as well as time, permits, the County Attorney may provide additional legal services in excess of the forty (40) hours per month upon the specific request of the District's General Manger or his/her designee.

14.1.4 Legal services shall be provided by attorneys who (a) are licensed to practice law within the State of Utah, and (b) are sworn civil deputies of the Summit County Attorney. Attorneys from the County shall at all times be deemed employees of the County and shall not be deemed employees of the District (Utah Code §11-13-222).

14.1.5 The District's Board of Trustees and General Manger may, upon the approval of the County Attorney, employ outside counsel to assist the County Attorney or to represent the District in a lawsuit or other action. While the District General Manger may control and direct the prosecution, defense and settlement of all lawsuits, the County Attorney shall determine the means by which such occurs.

#### 14.2 Human Resource Services.

14.2.1 The County, through the County Manager, shall provide certain professional human resource services oversight to the District.

14.2.2 The County Manager shall allocate to the District ten (10) hours per month of human resource services.

14.2.3 All personnel actions of the District, including, but not limited to promotions, hiring, and discipline, shall be processed under the professional oversight of the Summit County Human Resource Director.

14.2.4 The Summit County Human Resource Director and his staff shall at all times be deemed employees of the County and shall not be deemed employees of the District (Utah Code §11-13-222).

14.3 Treasurer Services. The Summit County Treasurer (the "*County Treasurer*") shall serve as the District's Treasurer.

14.3.1 The County Treasurer shall be the custodian of all money, bonds, or other securities of the District.

14.3.2 The County Treasurer shall determine the cash requirements of the District and provide for the deposit and investment of all money by following the procedures and requirements of Utah Code Title 51, Chapter 7, State Money Management Act.

14.3.3 The County Treasurer shall receive all public funds and money payable to the District within three business days after collection, including all taxes, licenses, fines and intergovernmental revenue.

14.3.4 The County Treasurer shall keep an accurate detailed account of all money received under Section 14.3.3 in the manner directed by resolution of the Board of Trustees.

14.3.5 The County Treasurer shall collect all special taxes and assessments as provided by law and ordinance.

14.3.6 The County Treasurer shall allocate to the District five (5) hours per month of treasurer services.

14.3.7 The County Treasurer and her staff shall at all times be deemed employees of the County and shall not be deemed employees of the District (Utah Code §11-13-222).

14.3.8 The County Treasurer shall provide those duties set forth in Utah Code §17B-1-633.

14.4 Comptroller Services. The Summit County Financial Officer (the “*County Financial Officer*”) shall serve as the District’s Comptroller.

14.4.1 The Comptroller shall maintain the financial records for each fund of the District and all related subsidiary records, including a list of the outstanding bonds, their purpose, amount, terms, date and place payable.

14.4.2 The Comptroller shall authorize the payment of all claims against the District (accounts payable).

14.4.3 The Comptroller shall account for all funds received by the District (accounts receivable).

14.4.4 The Comptroller shall administer payroll.

14.4.5 The Comptroller shall, at least quarterly, provide the board with a list of all authority expenditures.

14.4.6 The Comptroller shall comply with the uniform accounting, budgeting and reporting procedures prescribed in the Uniform Accounting Manual for Local Districts.

14.4.7 The Comptroller shall comply with Utah Code §17B-2a-812.

14.4.8 The Comptroller shall not sign any single signature check.

14.4.9. The County Manager shall allocate to the District twenty (20) hours per month of comptroller services.

14.4.10 County Financial Officer and his staff shall at all times be deemed employees of the County and shall not be deemed employees of the District (Utah Code §11-13-222).

14.5 Administrative Services. The Summit County Regional Transportation Planning Director (the “*Transportation Director*”), Caroline Rodriguez, shall serve as the District’s interim General Manager. The Transportation Director’s staff shall serve as the interim administrative staff of the District. The Transportation Director and her staff shall each allocate thirty-five (35) hours per week of administrative services.

14.5.1 The Transportation Director shall perform all duties of the General Manager until such time that a permanent General Manager is selected by the District’s Board of Trustees.

14.5.2 The Transportation Director’s staff shall perform all duties delegated to it by the Transportation Director until such time that the permanent General Manager hires a permanent administrative staff.

14.6 Information Technology Services. The Summit County Information Technology Director (the “*IT Director*”) and his staff, shall serve as the Information Technology department of the District.

14.7 Civil Engineering Services. The Summit County Engineer and his staff, shall serve as the District engineer on a case-by-case basis.

14.8 Equipment. The County shall, as part of the services to be provided under this Section 14, provide to the District the necessary equipment for County personnel providing the governmental services which are the subject of this section, including necessary vehicles and other facilities as are needed in the performance of the services contemplated by this section.

14.9 Office Space. The County shall, as part of the services to be provided under this Section 14, provide to the District the necessary office space for County personnel providing the governmental services on a month-to-month leasehold basis, calculated as \$20.81 per square foot of space (UT Class B Office Buildings rate).

14.10 Consideration. The District shall pay the County for the governmental services which are the subject of this Section 14 a yearly fee of One Hundred Seventy Thousand and Sixty Dollars (\$170,060.00) for the term of five (5) years. This amount is based on a rate representing the average of the County’s current salary rates for the various employees, administrative overhead, and an equipment fee. The annual fee shall be payable on or before January 31<sup>st</sup> during each year of the effective term of this section. The foregoing rates shall be increased every December based upon the cost

increases as determined in advance by mutual agreement of the District and the County. A letter will be mailed to the District with the new agreed upon COLA rates every subsequent year.

14.11 Liabilities and Indemnification. This Section 14.8 applies solely to the governmental services which are the subject of this Section 14.

14.11.1 All privileges and immunities from liability which are ordinarily available to District employees shall apply to the County employees while performing governmental services under this Section 14.

14.11.2 County agrees and promises to indemnify and hold District, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensation are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise, of the County and/or its officers, agents, officials, members, employees or volunteers in the performance of this Section 14.

14.11.3 District agrees and promises to indemnify and hold County, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensation are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise, of the District and/or its officers, agents, officials, members, employees or volunteers in the performance of this Section 14.

**15. Miscellaneous Provisions.**

15.1 No Assignment. Neither Party may assign its interest in this Agreement without the written consent of the other Party.

15.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

15.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

15.4 No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the County.

15.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

15.6 Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

15.7 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

15.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

15.9 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

15.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

15.11 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.

15.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

15.13 Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "*prevailing Party*" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

15.14 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery, or (ii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: **High Valley Transit District**  
ATTN: Chair, Board of Trustees  
60 N. Main Street  
P.O. Box 128  
Coalville, Utah 84017

Telephone:

To: **Summit County**  
ATTN: County Manager  
60 N. Main Street  
P.O. Box 128  
Coalville, Utah 84017

Telephone: (435) 336-3110

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

15.15. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

15.16. Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission.

**16. Interlocal Cooperation Act Requirements.**

In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

16.1 This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

16.2 In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take affect.

16.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the *Utah Interlocal Cooperation Act*.

16.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.

16.5 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

Signed this \_\_\_ day of \_\_\_\_\_, 2021.

SUMMIT COUNTY

---

Glenn Wright, Chair  
Summit County Council

ATTEST:

---

County Clerk

Reviewed and found to be in proper form and compliance with applicable law:

*David L. Thomas*

---

County Attorney



Signed this \_\_\_ day of \_\_\_\_\_, 2021.

HIGH VALLEY TRANSIT DISTRICT

---

Kim Carson, Chair  
Board of Trustees

Reviewed and found to be in proper form and compliance with applicable law:

*David L. Thomas*

---

David L. Thomas  
Chief Civil Deputy

**EXHIBT A**

Annexation Resolution

**RESOLUTION INITIATING PROCEEDINGS  
RELATED TO THE ANNEXATION OF CERTAIN REAL  
PROPERTY INTO THE BOUNDARIES OF THE  
HIGH VALLEY TRANSIT DISTRICT  
(Unincorporated County Annexation)**

WHEREAS, as set forth in the Utah Limited Purpose Local Government Entities – Local Districts, Title 17B, Chapter 1, et seq. Utah Code, 1953, *as amended* (the “Local District Act”), with all statutory references herein being to the Local District Act unless otherwise stated, the County Council of Summit County, Utah (the “County Council”), having created the High Valley Transit District (the “District”), as set forth in Summit County Code Title 2, Chapter 7, for the purpose of providing “a system of regional public transit by means of regular, continuing, shared-ride, and surface transportation services that are open to the general public”, with a Board of Trustees (the “Board”), who serves as the governing body of the District, and pursuant to the Local District Act has sole authority to annex property into the legal boundaries of the District; and

WHEREAS, pursuant to Utah Code §17B-1-402, the Board is authorized to annex area into the District by applying the provisions of Part 4 of the Local District Act, as the procedures governing the annexation; and

WHEREAS, Utah Code §§17B-1-403 and 404 provide that the process to annex an area into the District may be initiated by a resolution adopted by the “legislative body of each county whose unincorporated areas includes and each municipality whose boundaries include any of the area proposed to be annexed” into the District; and,

WHEREAS, Summit County (the “County”) has participated in a system of public transit for the benefit of its residents, workforce and visitors through the District and Park City Transit; and,

WHEREAS, the District and County have entered into an Interlocal Cooperation Agreement for Transit System Services, dated \_\_\_\_\_, 2021, which sets forth the terms and conditions upon which, among other things, (i) how County owned transit assets can be transferred to the District and assimilated into the District’s regional system of public transit; (ii) how the District may be financed through the imposition of appropriate sales taxes; and (iii) any special conditions, considerations and circumstances pertaining to the County and how transit services can be provided by the District to the residents, workforce, and visitors of the County, subject to the annexation of said area into the legal boundaries of the District; and

WHEREAS, the annexation of the remaining unincorporated areas of the County into the District is consistent with and furthers the District's mission and purpose of being a regional public transit system; and

WHEREAS, the County Council finds that under current circumstances, it is in the best interests of the public health, convenience and necessity of the citizens of the County to join the remaining portions of the unincorporated County into a regional transit authority through annexation and discontinue Park County Transit in order to more fully provide transit services to its residents, workforce and visitors, and, therefore, initiates the legal proceedings required to consider and approve the annexation in accordance with the requirements of Utah Code, Title 17B, Chapter 1, Part 4 of the Local District Act, including, without limitation, the notice, public hearing, protest and election procedures provided for therein.

**NOW, THEREFORE**, be it hereby resolved by the Summit County Council as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The Recitals hereinabove set forth are incorporated into this Resolution and made a part hereof as though fully set forth herein.

**SECTION 2. DECLARATION AND STATEMENT OF INTENT.** The County Council hereby declares that the public health, convenience and necessity require the annexation of the remaining portions of the unincorporated County, as defined herein (the "Annexation Area"), into the legal boundaries of the High Valley Transit District and states its intent to annex said Annexation Area into the District subject to compliance with all procedural requirements of the Local District Act. The Annexation Area is to be annexed for the purpose of enabling the District to provide regional public transit service to the residents, workforce, and visitors of the County.

**SECTION 3. INITIATION OF ANNEXATION PROCEEDINGS.** Pursuant to and in conformance with the powers set forth in Utah Code §17B-1-403 and §17B-1-404, the County Council by this Resolution initiates the proceedings necessary for the annexation of the Annexation Area, as more particularly described in the form of the Notice of Annexation set forth in Section 5 herein, and as depicted on and attached hereto as EXHIBIT "A", which exhibit is incorporated herein by this reference.

**SECTION 4. PUBLIC HEARING.** The County Council hereby calls for a public hearing to held on the proposed annexation in conformance with the provisions of Utah Code §17B-1-409 and §17B-1-410. The public hearing held shall be set by the Board in conformance with the Local District Act.

**SECTION 5. NOTICE OF THE PUBLIC HEARING.**

(1) In conformance with the provisions of Utah Code §17B-1-410, the Secretary of the Board shall give written notice of the public hearing. The notice shall be given, in conformance with all applicable requirements of Utah Code §17B-1-409, (i) by mailing of said notice to each registered voter residing within the area proposed to be annexed, as determined by the voter registration list maintained by the county clerk as of a date selected by the Board for a public hearing which is at least twenty (20) but not more than sixty (60) days before the public hearing, and (ii) by posting of said notice in four (4) conspicuous locations within the area to be annexed, not fewer than ten (10) days nor more than thirty (30) days before the date of the public hearing.

(2) The Notice of Annexation shall be in substantially the following form:

THE FORM OF NOTICE APPEARS ON THE FOLLOWING PAGE

## NOTICE OF ANNEXATION

NOTICE IS HEREBY GIVEN, pursuant to and in conformance with the provisions of Utah Code §§17B-1-409 and 410, that the Board of Trustees of the High Valley Transit District (the “Board”), under authority of Utah Code §17B-1-402, has initiated proceedings to annex the following real property, consisting generally of those real properties situated within the jurisdictional boundaries of unincorporated Summit County that have not previously been annexed into the High Valley Transit District (the “Annexation Area”), into the boundaries of the High Valley Transit District (the “District”). All statutory references herein are to Utah Code 1953, as amended.

The proposed Annexation Area is more particularly described in EXHIBIT “A” hereto.

In conformance with the provisions of Utah Code §17B-1-409 and §17B-1-410, the Board has called for a public hearing to held on the proposed annexation. The public hearing shall be held on the \_\_\_\_ day of \_\_\_\_\_, 2021, at the hour of 6:00 p.m., in the Summit County Council Chambers in the Summit County Courthouse, located at 60 N. Main Street, Coalville, Utah (Anchor Location). At the public hearing, the Board shall give full consideration to each written protest that has been filed, and hear and consider each interested person desiring to be heard concerning the proposed annexation. The Board may continue the public hearing to another date and time as it deems necessary.

The purpose of the proposed annexation is to facilitate regional public transit services being provided by the District to residents, workforce, and visitors of Summit County. Upon annexation, property taxes may be levied annually upon all taxable property within the proposed Annexation Area, sales taxes shall be imposed upon the sale of goods and services purchased within the proposed Annexation Area, and fees and charges may be imposed to pay for public transit services proposed to be provided by the Authority.

Any interested person may, pursuant to and in conformance with the provisions of Utah Code §17B-1-412, protest the proposed annexation by submitting a written protest to the Board no later than thirty (30) after the public hearing. The protest shall explain why the person is protesting the annexation.

END OF NOTICE

**SECTION 6. APPROVAL OF THE ANNEXATION.** If adequate protests are not timely filed, and otherwise in conformance with the provisions of Utah Code §17B-1-412 and §17B-1-414, the Board may adopt a resolution approving the annexation of the Annexation Area into the legal boundaries of the District. In conformance with the provisions of Utah Code §17B-1-412, the Board may not adopt a resolution approving the annexation if adequate protests are filed, absent an election of the registered voters of the Annexation Area.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its approval and adoption by the County Council.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY COUNCIL  
SUMMIT COUNTY, UTAH

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
\_\_\_\_\_  
Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
County Attorney

VOTING OF COUNTY COUNCIL:	
Councilmember	_____
Councilmember	_____
Councilmember	_____
Councilmember	_____
Councilmember	_____

**EXHIBIT “A”**  
ANNEXATION AREA MAP



**EXHIBIT B**

Kamas Business Commons Park & Ride Transit Center

**AFTER RECORDED, PLEASE RETURN TO:**

David L. Thomas  
Chief Civil Deputy  
Summit County Attorney  
P.O. Box 128  
60 N. Main  
Coalville, Utah 84017

Tax Identification No. KAMC-1

**SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, Summit County, a political subdivision of the State of Utah (the “**Grantor**”) having a mailing address at 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017, hereby CONVEYS AND WARRANTS, against those claiming by, through and under the Grantor and not otherwise, to High Valley Transit District, a body corporate and politic of the State of Utah, (the “**Grantee**”) having a mailing address at 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017, the Grantor’s right, title and interest in and to that certain tract of land located in Summit County, State of Utah, as described in **Exhibit “A”** attached hereto (the “**Subject Property**”).

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and its successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee is owner in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantor and not otherwise.

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Deed for the purposes stated in it.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Summit County

By: \_\_\_\_\_  
Print Name: Thomas C. Fisher  
Title: County Manager

STATE OF UTAH                                 )  
   :ss.  
COUNTY OF SUMMIT                        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Thomas C. Fisher, the Summit County Manager in and on behalf of Summit County.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A**

Real Property situated in Summit County, State of Utah described as follows:

KAMC-1, located at 231 South 175 West, Kamas, Utah 84036

**EXHIBIT C**

County Transit Hub

**AFTER RECORDED, PLEASE RETURN TO:**

David L. Thomas  
Chief Civil Deputy  
Summit County Attorney  
P.O. Box 128  
60 N. Main  
Coalville, Utah 84017

Tax Identification No. PCTC-6-X

**SPECIAL WARRANTY DEED**

FOR GOOD AND VALUABLE CONSIDERATION, Summit County, a political subdivision of the State of Utah (the “**Grantor**”) having a mailing address at 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017, hereby CONVEYS AND WARRANTS, against those claiming by, through and under the Grantor and not otherwise, to High Valley Transit District, a body corporate and politic of the State of Utah, (the “**Grantee**”) having a mailing address at 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017, the Grantor’s right, title and interest in and to that certain tract of land located in Summit County, State of Utah, as described in **Exhibit “A”** attached hereto (the “**Subject Property**”).

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and its successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee is owner in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantor and not otherwise.

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Deed for the purposes stated in it.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Summit County

By: \_\_\_\_\_  
Print Name: Thomas C. Fisher  
Title: County Manager

STATE OF UTAH )  
 )  
:ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Thomas C. Fisher, the Summit County Manager in and on behalf of Summit County.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

Real Property situated in Summit County, State of Utah described as follows:

PCTC-6-X, located at 6490 N. Landmark Dr., Park City, Utah 84098



**EXHIBIT D**

Inventory of Real Property Interests

**EXHIBIT E**

Assignment of Real Property Interests

Recording Requested By:

David L. Thomas  
Chief Civil Deputy  
Summit County Attorney  
Summit County Courthouse  
60 N. Main Street  
Coalville, Utah 84017

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Above Space for Recorder's Use Only

**ASSIGNMENT OF EASEMENTS**

**IN CONSIDERATION** of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Summit County**, a political subdivision of the State of Utah ("*Assignor*"), hereby CONVEYS, ASSIGNS and QUIT CLAIMS to **High Valley Transit District**, a body politic and corporate of the State of Utah, and its successors-in-interest and assigns ("*Assignee*"), all right, title and interest which Assignor owns or otherwise claims in and to the following easements of record in Summit County, State of Utah, to wit:

By acceptance of this Assignment, Assignee hereby acknowledges and agrees that it shall take its rights and interests in and to the easements assigned hereunder "AS IS, WHERE IS" and without warranty of any kind, either express or implied.

The individual executing this Agreement on behalf of Grantor hereby warrants that he has the requisite authority to execute this Agreement on behalf of Assignor and that Assignor has agreed to be and is bound hereby.

**WITNESS** the hand of Assignor this \_\_\_\_ day of \_\_\_\_\_, 2021.

**SUMMIT COUNTY**

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Thomas C. Fisher  
County Manager

STATE OF UTAH )  
: ss.

County of Summit )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Thomas C. Fisher, signer of the above instrument, who duly acknowledged to me that he executed the same for and in behalf Summit County, and that said Summit County duly executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

Recording Requested By:

David L. Thomas  
Chief Civil Deputy  
Summit County Attorney  
Summit County Courthouse  
60 N. Main Street  
Coalville, Utah 84017

---

Above Space for Recorder's Use Only

## GRANT OF EASEMENT

**Summit County**, a political subdivision of the State of Utah ("*Grantor*"), hereby GRANTS AND CONVEYS to **High Valley Transit District**, a body corporate and politic of the State of Utah, and its successors-in-interest and assigns ("*Grantee*"), for the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a non-exclusive perpetual easement and right-of-way, and temporary construction easement, together with the right of access thereto including ingress and egress (the "*Easement*"), to be utilized by Grantee for the purpose of constructing, installing, owning, operating, inspecting, maintaining, repairing, altering, replacing, and protecting transit facilities (the "*Transit Facilities*"). The Easement shall be situated over, under, across and through the following real property of Grantor (the "*Easement Property*"), located in Summit County, State of Utah, more particularly described as follows:

### SEE EXHIBIT "A"

attached hereto and incorporated herein by reference.

This Easement is granted subject to the following rights, covenants and restrictions:

1. Temporary Construction Easement. During the period that the Transit Facilities authorized hereunder are under construction, the Grantee shall have the right to utilize such portion of Grantor's property situated along and adjacent to the Easement Property as described herein as shall be reasonably necessary in connection with the initial construction and installation of the Transit Facilities. Grantee's construction and operational activities related to its use of the Easement Property as provided herein shall be performed in compliance with all applicable requirements of governmental entities having jurisdiction.

2. Access to Easement Property. It is understood and agreed that the Easement set forth herein gives, grants and conveys to Grantee, and the general public, the right of access, including ingress and egress, to and upon the Easement Property for the purposes set forth herein.

3. Reasonable Ground Restoration. Within a reasonable time following completion of construction of any improvements associated with the Transit Facilities within the Easement Property, subject to suitable weather and/or soil conditions, and excepting the Transit Facilities, Grantee, at its expense, shall reasonably restore the surface of the Easement Property or any other

property of Grantor disturbed by Grantee during construction, as near as practicable to its pre-construction condition.

4. Grantor's Continued Use of the Property. Grantor reserves the right to use and enjoy the Easement Property subject to this Easement and Grantee's rights hereunder, and so long as Grantor shall not construct any permanent buildings or other structures or improvements, or plant any trees or shrubs whose roots would contact Grantee's Transit Facilities, or otherwise do any thing or take any action which would unreasonably obstruct or interfere in any way with the Grantee's rights to the use of the Easement Property and Grantee's rights of access thereto as herein set forth.

5. Right to Remove Obstructions. Grantor expressly acknowledges and agrees that Grantee shall have the unilateral right, without notice or compensation to the Grantor, to physically remove any structure or other obstruction, and to cut and keep clear all trees, brush, native growth or foliage, which are now or may hereafter be situated within the Easement Property that may, in the Grantee's sole opinion, endanger, hinder or conflict with its rights hereunder. Grantee shall have no liability for any damage to any improvements made by Grantor to the extent such damage arises out of or in connection with Grantee's use of the Easement Property consistent with its rights hereunder.

6. No Representations or Warranties. Grantee is acquiring the Easement as is, where is, with all faults and defects, and GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF FITNESS FOR A PARTICULAR PUPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. Grantor makes no representations or warranties regarding the environmental condition of the Easement Property or the Easement.

7. Covenant Running with the Land. The Easement and related rights granted hereunder create an equitable servitude on the Easement Property and constitute a covenant running with the land which shall be binding upon Grantor and the Grantee and their respective legal representatives, successors-in-interest and assigns.

8. Amendment. This Easement, and all rights, covenants and restrictions set forth herein may not be terminated, extended, modified or amended without the consent of Grantor and Grantee, and any such termination, extension, modification or amendment shall be effective only upon recordation in the official records of Summit County, Utah, of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee.

9. Warranty of Authority. The individual executing this Agreement on behalf of Grantor hereby warrants that he has the requisite authority to execute this Agreement on behalf of the Grantor and that the Grantor has agreed to be and is bound hereby.

10. Acknowledgement of Agreement by Grantee. By accepting delivery of and recordation of this Grant of Easement, Grantee acknowledges and agrees with the terms and provisions hereof.

WITNESS the hand of Grantor this \_\_\_\_ day of \_\_\_\_\_, 2021.

**GRANTOR:**

**Summit County**

By: \_\_\_\_\_

Name: Thomas C. Fisher

Its: County Manager

STATE OF UTAH )

: ss.

County of Summit )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me Thomas C. Fisher, signer of the above instrument, who duly acknowledged to me that he executed the same for and in behalf Summit County, and that said Summit County duly executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description of Easement Property**



**Exhibit F**

Assignment and Assumption of SLC-SC Transit Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT  
Between  
HIGH VALLEY TRANSIT DISTRICT  
And  
SUMMIT COUNTY

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("*Agreement*") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (the "*Effective Date*"), between SUMMIT COUNTY, a political subdivision of the State of Utah (the "*County*") and HIGH VALLEY TRANSIT DISTRICT, a body corporate and politic of the State of Utah (the "*District*"). The County and District are collectively referred to herein as the "*Parties*."

WITNESSETH:

WHEREAS, the County has entered into a Bus Service Agreement between the Utah Transit Authority ("*UTA*"), Park City Municipal Corporation, and the County, dated August 24, 2011, whereby those parties agreed to participate jointly in operating transit service in and around Salt Lake County and Summit County, and the same having been amended by that certain Addendum No. 1, Service and Alignment Change 2017, dated \_\_\_\_\_, 2017 (together, the "*SLC-SC Transit Agreement*"); and,

WHEREAS, the purpose of this agreement is for the County to assign and the Authority to assume such SLC-SC Transit Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

For value received, Summit County does hereby assign, transfer, and set over to the High Valley Transit District all rights, title, interest, duties, and obligations in and to that certain SLC-SC Transit Agreement, subject to all terms and conditions thereof, a copy of which is attached thereto as Exhibit A and made part hereof, and the District hereby accepts and assumes the foregoing instrument, subject to all the terms and conditions thereof.

The County shall indemnify, reimburse, defend and hold the District harmless from any and all liability arising out of the SLC-SC Transit Agreement until the Effective Date.

The District shall indemnify, reimburse, defend and hold the County harmless from any and all liability arising out of the SLC-SC Transit Agreement on and after the Effective Date.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed as by law.

SUMMIT COUNTY

By: \_\_\_\_\_  
Thomas C. Fisher  
County Manager

HIGH VALLEY TRANSIT DISTRICT

By: \_\_\_\_\_  
Kim Carson, Chair  
Board of Trustees

EXHIBIT A

SLC – SC Transit Agreement

## **EXHIBIT G**

Assignment and Assumption of Canyons Transit Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT  
Between  
HIGH VALLEY TRANSIT DISTRICT  
And  
SUMMIT COUNTY

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("*Agreement*") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (the "*Effective Date*"), between SUMMIT COUNTY, a political subdivision of the State of Utah (the "*County*") and HIGH VALLEY TRANSIT DISTRICT, a body corporate and politic of the State of Utah (the "*District*"). The County and District are collectively referred to herein as the "*Parties*."

WITNESSETH:

WHEREAS, the County entered into that certain Canyons Transit Service Agreement between Summit County, the Canyons Resort Village Association, Inc., and VR CPC Holdings, Inc., dated June 29, 2015 (the "*Canyons Transit Agreement*"); and,

WHEREAS, the purpose of this agreement is for the County to assign and the District to assume such Canyons Transit Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

For value received, Summit County does hereby assign, transfer, and set over to the High Valley Public Transit District all rights, title, interest, duties, and obligations in and to that certain Canyons Transit Agreement, subject to all terms and conditions thereof, a copy of which is attached thereto as Exhibit A and made part hereof, and the District hereby accepts and assumes the foregoing instrument, subject to all the terms and conditions thereof.

The County shall indemnify, reimburse, defend and hold the District harmless from any and all liability arising out of the Canyons Transit Agreement until the Effective Date.

The District shall indemnify, reimburse, defend and hold the County harmless from any and all liability arising out of the Canyons Transit Agreement on and after the Effective Date.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed as by law.

SUMMIT COUNTY

By: \_\_\_\_\_  
Thomas C. Fisher  
County Manager

HIGH VALLEY TRANSIT DISTRICT

By: \_\_\_\_\_  
Kim Carson, Chair  
Board of Trustees

EXHIBIT A

Canyons Transit Agreement



## **EXHIBIT H**

Assignment and Assumption of Kimball Circulator Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT  
Between  
HIGH VALLEY TRANSIT DISTRICT  
And  
SUMMIT COUNTY

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("*Agreement*") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (the "*Effective Date*"), between SUMMIT COUNTY, a political subdivision of the State of Utah (the "*County*") and HIGH VALLEY TRANSIT DISTRICT, a body corporate and politic of the State of Utah (the "*District*"). The County and District are collectively referred to herein as the "*Parties*."

WITNESSETH:

WHEREAS, the County entered into that certain Service Provider/Professional Services Agreement, Kimball Circulator, LLC, dated June 1, 2017, and its First Amendment, dated September 19, 2019 (the "*Kimball Circulator Agreement*"); and,

WHEREAS, the purpose of this agreement is for the County to assign and the District to assume such Kimball Circulator Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

For value received, Summit County does hereby assign, transfer, and set over to the High Valley Transit District all rights, title, interest, duties, and obligations in and to that certain Kimball Circulator Agreement, subject to all terms and conditions thereof, a copy of which is attached thereto as Exhibit A and made part hereof, and the District hereby accepts and assumes the foregoing instrument, subject to all the terms and conditions thereof.

The County shall indemnify, reimburse, defend and hold the District harmless from any and all liability arising out of the Kimball Circulator Agreement until the Effective Date.

The District shall indemnify, reimburse, defend and hold the County harmless from any and all liability arising out of the Kimball Circulator Agreement on and after the Effective Date.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed as by law.

SUMMIT COUNTY

By: \_\_\_\_\_  
Thomas C. Fisher  
County Manager

HIGH VALLEY TRANSIT DISTRICT

By: \_\_\_\_\_  
Kim Carson, Chair  
Board of Trustees

EXHIBIT A

Kimball Circulator Agreement

**EXHIBIT I**

Assignment and Assumption of VIA Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT  
Between  
HIGH VALLEY TRANSIT DISTRICT  
And  
SUMMIT COUNTY

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("*Agreement*") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 (the "*Effective Date*"), between SUMMIT COUNTY, a political subdivision of the State of Utah (the "*County*") and HIGH VALLEY TRANSIT DISTRICT, a body corporate and politic of the State of Utah (the "*District*"). The County and District are collectively referred to herein as the "*Parties*."

WITNESSETH:

WHEREAS, the County entered into that certain Master Services Agreement by and between VIA Mobility LLC and Summit County, dated September 3, 2020, its First Amendment, dated April \_\_, 2021, the TAAS Service Order for On-Demand Transit Services, dated April \_\_, 2021, the TAAS Service Order for Fixed Route Transit Services, dated April \_\_, 2021, and the Via Solution Terms of Use Acknowledgement, dated April \_\_, 2021 (together, the "*VIA Agreement*"); and,

WHEREAS, the purpose of this agreement is for the County to assign and the District to assume such VIA Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

For value received, Summit County does hereby assign, transfer, and set over to the High Valley Transit District all rights, title, interest, duties, and obligations in and to that certain VIA Agreement, subject to all terms and conditions thereof, a copy of which is attached thereto as Exhibit A and made part hereof, and the District hereby accepts and assumes the foregoing instrument, subject to all the terms and conditions thereof.

The County shall indemnify, reimburse, defend and hold the District harmless from any and all liability arising out of the VIA Agreement until the Effective Date.

The District shall indemnify, reimburse, defend and hold the County harmless from any and all liability arising out of the VIA Agreement on and after the Effective Date.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed as by law.

SUMMIT COUNTY

By: \_\_\_\_\_  
Thomas C. Fisher  
County Manager

HIGH VALLEY TRANSIT DISTRICT

By: \_\_\_\_\_  
Kim Carson, Chair  
Board of Trustees

EXHIBIT A

VIA Agreement



**EXHIBIT J**

Assignments of Contracts