

**INTERLOCAL AGREEMENT LEASE AND PURCHASE OF REAL
PROPERTY BETWEEN SALT LAKE COUNTY AND CITY OF HOLLADAY
AUTHORIZING THE PERIOD OF TIME TO EXERCISE FOR CITY TO
PURCHASE REAL PROPERTY.**

WHEREAS, Salt Lake County (the “*County*”) and the City of Holladay (the “*City*”) entered into an Agreement for the Purchase of Real Property on the 16th day of December, 2008; and

WHEREAS, Section 3.0 of said Agreement granted the City the right to exercise the option to purchase the subject property by July 5, 2009; and

WHEREAS, the parties have been negotiating concerning the construction of a new fire station and other related items; and

WHEREAS, such negotiations may not be concluded by July 5, 2009, thus necessitating an extension to such date.

NOW, THEREFORE, based on the consideration of the promises, the mutual covenants and understanding of the City and County, and pursuant to the provisions of the Interlocal Cooperative Act, the parties agree as follows:

That Paragraph 3.0 City Option to Purchase Real Property is amended to read as follows:

3.0 City Option to Purchase Real Property.

3.1 Any time after execution of this Agreement, but prior to expiration of this Agreement, City shall have the right to purchase the real property (4625 South Holladay Boulevard) for its appraised fair market value. The parties hereto agree that City may exercise this option to purchase at an agreed upon price of \$785,000 until September 30, 2009 at which time the agreed upon price shall expire and the option shall only be exercised for its appraised fair market value.

The terms of the purchase agreement shall be generally as follows:

1. Real Estate Purchase Contract;
2. Promissory Note and Trust Deed;
3. 15% down payment;
4. 20-year amortization with a market interest rate (tax exempt) not to exceed 6%;
5. Payments shall be subject to non appropriation of the annual payment and forfeiture of previous payments;
6. No prepayment penalty.

7. City shall hold County and SLVFSA harmless upon purchase.

3.2 The appraisal of the real property shall be as raw land and no value shall be attributed to any improvements constructed by City.

DATED this _____ day of July, 2009.

HOLLADAY CITY COUNCIL

Dennis R. Webb, Mayor

ATTEST:

By _____
Stephanie N. Carlson, City Recorder

APPROVED AS TO FORM:

Craig Hall, City Attorney

DATED this _____ day of July, 2009.

SALT LAKE COUNTY

By _____
Mayor or Designee

APPROVED AS TO FORM:
Salt Lake County District Attorney

Craig Wangsgard, Deputy District Attorney

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this _____ day of _____, 2009, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public
Residing in Salt Lake County

[SEAL]

APPROVED AND ADOPTED this _____ day of July, 2009.

SALT LAKE VALLEY FIRE SERVICE AREA

Peter Corroon, Chairman Board of Trustees

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this _____ day of _____, 2009, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of the Salt Lake Valley Fire Service Area, and that the foregoing instrument was signed on behalf of the Salt Lake Valle Fire Service Area, by authority of law.

Notary Public
Residing in Salt Lake County

[SEAL]

Approved as for Form and Legality:

Legal Counsel
Date: _____