

CONSENT, ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

This Consent, Assignment, Assumption, and Release ("Assignment Agreement") is made and entered into on the ____ day of January, 2020 ("Effective Date"), by and between Landmark Design Inc. ("Landmark"), Salt Lake County ("County"), and Greater Salt Lake Municipal Services District ("MSD"), referred to jointly as "the Parties."

RECITALS

WHEREAS Landmark and the County entered into an Agreement for Master Planned Community Application Review & Analysis on July 18, 2019 ("Agreement"), in part to supplement the County's planning and development services for a particular land use application;

AND WHEREAS, the MSD now provides the planning and development services that were previously provided by the County for unincorporated portions of the County, but the County has retained jurisdiction and authority over the adoption and amendment of Ordinances, and the approval of zoning and other final development and building approvals;

AND WHEREAS the County wishes to assign its rights, duties and interests under the Agreement to the MSD;

AND WHEREAS the MSD wishes to assume the rights, duties and interests of the County;

AND WHEREAS Landmark consents to the assignment;

NOW THEREFORE, in consideration of the mutual promises, covenants and representations set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each Party, the Parties agree as follows:

1. Landmark hereby consents to the assignment of the Agreement by the County to the MSD.
2. Landmark and the County, upon completion of this Assignment Agreement, hereby mutually releases the other from all rights, duties and obligations owed under the Agreement.
3. Landmark and the County each hereby agree to waive any claim it may have against the other that arose, or could arise, from the Agreement.
4. The County hereby explicitly assigns and conveys all of its rights, duties and interests in and under the Agreement to the MSD.
5. As an inducement to the MSD to assume the County's position under the Agreement, Landmark hereby waives, releases and discharges any and all obligations MSD may

otherwise assume under the Agreement that arose prior to the Effective Date and agrees to defend, indemnify and hold the MSD free and harmless from and against the same, excepting only the obligation to pay Landmark for services provided under the Agreement prior to the Effective Date.

6. The MSD acknowledges that it has read and understood the Agreement and hereby explicitly assumes, accepts and agrees to undertake all rights, duties and interests in and under the Agreement under the same terms and conditions of the County subject, however, to paragraph 5 above and the other provisions of this Assignment Agreement.
7. The Parties agree to timely perform such duties and execute such further documents as reasonably may be necessary to transfer all rights and duties of the County under the Agreement to the MSD as provided herein.
8. The County hereby agrees to defend and indemnify the MSD against, and hold the MSD harmless from, any and all suits, claims, actions, damages, liabilities, losses, costs and expenses (within the limits of the Utah Governmental Immunity Act, to the extent it is applicable) which the MSD may sustain or incur, arising out of, in connection with, or by reason of, the County's actions and/or failure to observe, perform or comply with any of its obligations during the term of the Agreement on or prior to the Effective Date.
9. The MSD hereby agrees to defend and indemnify the County against, and hold County harmless from, any and all suits, claims, actions, damages, liabilities, losses, costs and expenses (within the limits of the Utah Governmental Immunity Act, to the extent it is applicable) which the County may sustain or incur, arising out of, in connection with, or by reason of, the MSD's actions and/or failure to observe, perform or comply with any of its obligations during the term of the Agreement first accruing from and after the Effective Date.
10. This Assignment Agreement shall be governed by the laws of the State of Utah, and all actions, including but not limited to any court proceedings, administrative proceedings, arbitration or mediation, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.
11. This Assignment Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Assignment Agreement delivered by facsimile or e-mail attachment shall be deemed an original signed copy of this Assignment Agreement.
12. This Assignment Agreement represents the entire agreement between the Parties dealing with the subject matter of this Assignment Agreement and there are no other agreements or understandings between any of the Parties to this Assignment Agreement amending, waiving, or supplementing this Assignment Agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed as of the date written above.

Landmark Design Inc.

By: _____

Its: _____

ASSIGNOR:

Salt Lake County

By: _____

Its: _____

ASSIGNEE:

Greater Salt Lake Municipal Services District

By: _____

Its: _____