INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into this _____ day of _____, 2012, by and between North Ogden City, a municipal corporation organized and existing under the laws of the State of Utah ("the City"), and Weber County, a political subdivision of the state of Utah ("the County").

RECITALS

WHEREAS: Utah Code Section 11-13-101, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other governmental units; and

WHEREAS: North Ogden City has received a petition for annexation from the owner of certain property high on the slope beneath Ben Lomond, and more particularly described below, to be used as the site for the immediate construction of certain infrastructure designed to protect residential development below from the hazards of avalanche and debris flow; and

WHEREAS: A copy of the property owner's request to the City for annexation is attached to this Agreement as EXHIBIT A; and

WHEREAS: The need for these protection features is based upon a study performed at the City's insistence and under its supervision; and

WHEREAS: Future development of the City's Cove Subdivision, a large (nearly 200 lot) hillside residential development, is contingent upon the completion of this infrastructure; and

WHEREAS: In order to place the avalanche and debris flow protection features in the most advantageous location, the owner of the Cove Subdivision, Westside Investments, LLC, has acquired the property located up the hillside to the north of the subdivision, outside city boundaries and within unincorporated Weber County ("the Property"); and

WHEREAS: Placement of the protection features on the Property will also allow for future residential development of the portion of the Property not occupied by the infrastructure as any future residential development of the Property will require the same form of protection; and

WHEREAS: The owner of the property is desirous to commence at once with construction of the protection features so that it may begin selling building lots in the adjacent Cove Subdivision as soon as possible; and

WHERAS: The City desires to exercise development approval over the protection features which it has studied, required and approved; and

WHEREAS: The purpose of this interlocal agreement is for the County to delegate to the City authority to exercise land use, subdivision and building permit authority over the Property for the immediate construction of avalanche and debris flow protection infrastructure and future construction of residential subdivision ("the Project") which is located in an unincorporated portion of the County and which is subject to the pending petition for annexation into the City; and

WHEREAS: The boundary of the Property, including all or portions of several parcels, is more particularly described as:

AS SURVEYED DESCRIPTION

A parcel of land situated in Section 15, 16 and 22 Township 7 North, Range 1 West Salt Lake Base and Meridian being more particularly described as fallow:

Beginning at the South Quarter Corner of said Section 16 thence North 00°53'00" East 1553.22 feet; thence South 88°38'16" East 200.00 feet; thence North 00°53'00" East 250.00 feet; thence North 88°38'16" West 200.00 feet; thence North 00°53'00" East 186.91 feet to the Southerly line of the Utah Power and Light Corridor; thence continuing along said Corridor South 89°36'38" East 167.57 feet; thence continuing along said Corridor South 62°53'53" East 4509.78 feet; thence North 88°59'51" West 1601.78 feet along the Section Line to the Southeast Corner of said Section 16; thence South 00°51'07" West 1036.45 feet to the Northerly line of the North Ogden Cove Subdivision Phase 2; thence North 89°08'09" West 54.71 feet; thence North 85°28'28" West 126.22 feet; thence North 59°41'44" West 247.82 feet; thence North 49°15'17" West 276.75 feet; thence North 55°06'56" West 212.51 feet; thence North 70°04'34" West 212.51 feet; thence North 77°33'23" West 260.35 feet; thence North 70°20'09" West 957.91 feet; thence South 89°51'26" West 455.77 feet; thence North 00°46'36" East 184.30 feet to the point of beginning. Contains 5,607.745 sq.ft. or 128.736 acres more or less.

Also beginning at the Center of said Section 16; thence South 88°54'23" East 2598.57 feet to the East 1/4 Corner of said Section 16; thence South 44°11'24" East 701.56 feet; thence South 00°47'07" West 1392.60 feet to the Northerly line of the Utah Power and Light Corridor; thence North 62°53'53" West 2284.59 feet; thence North 64°37'02" East 482.77 feet; thence North 26°41'18" West 402.79 feet; thence South 63°22'06" West 488.33 feet; thence South 5°35'22" West 244.15 feet; thence North 62°53'53" West 710.93 feet; thence South 89°42'07" West 203.72 feet; thence North 00°53'00" East 476.60 feet to the point of beginning. Contains 3,163,794 sq.ft. or 72.631 acres more or less.

The Property includes all or portions of several parcels. The descriptions of those parcels, or portions of parcels, with tax identification numbers is more particularly described in EXHIBIT B and illustrated in EXHIBIT C.

A site plan and detail of the proposed protection infrastructure is attached to this agreement as Exhibit D.

Because the Property is owned by a single owner who has petitioned for annexation, because the Property is within the annexation declaration of the City, and because the current use of the Property is green belt, the probability that the petition will be granted is quite certain.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants set forth herein, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Authorization to approve avalanche and debris flow protection infrastructure. Pending annexation, the County authorizes the City to approve the design and inspect the construction of all avalanche and debris flow protection infrastructure to be located on the Property. The City will conduct the approval and inspection process in adherence to all

applicable federal, state, county and local laws, ordinances, rules and regulations.

2. Authorization to subdivide. Pending annexation, the County authorizes the City to subdivide the Property. The City will conduct the subdivision process in adherence to all applicable state laws and local ordinances.

3. Authorization to grant site plan approval. Pending annexation and after recordation of the appropriate subdivision plat, the County authorizes the City to complete the site plan review of Project. The City will conduct the site plan review in adherence to all applicable state laws and local ordinances.

4. Authorization to issue building permit. Pending annexation and following site plan approval, the County authorizes the City to review all plans, issue all building permits and conduct all inspections in regard to the Project. The City will exercise these functions in adherence to all applicable state laws and local ordinances.

5. Authorization to collect fees. Pending annexation, the County authorizes the City to apply its own fee schedule and to collect and retain all development fees associated with the subdivision of land, the site plan approval and the building permit process.

6. Notices. All notices, requests, and other communication pursuant to this Agreement shall be made in writing and sent by facsimile transmission, certified mail, return receipt requested, or by hand delivery, as follows:

For North Ogden City:

North Ogden City
Attn.: City Recorder
505E 2600 N,
North Ogden Utah, Utah 84414

For Weber County:

Weber County
Attn: Weber County Planning Division
2380 Washington Blvd., Suite 240
Ogden, Utah 84401

7. Severability. This Agreement is executed by the parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division, i.e., each section, paragraph, clause, phrase, item, term, condition, covenant or agreement contained herein, shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violates trade or commerce, is in contravention of public policy, is void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

8. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of each party.

This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

9. Non-Waiver. The waiver by the County of the breach by the City of any condition, covenant or agreement herein contained shall not impair any future ability of the County to avail itself of any remedy or right set forth in this Agreement.

10. Conflict Resolution. In the event of a dispute between the parties they shall meet as soon as practical to discuss and attempt to resolve such dispute.

11. Cooperative Undertaking. This agreement does not establish an interlocal entity to conduct the cooperative undertaking described in this agreement. Any real or personal property acquired or held in the performance of this cooperative undertaking shall remain the property of the agency who lawfully acquires said property.

12. Administration. The County designates Robert O. Scott, Planning Director, 2380 Washington Blvd., Suite 240, Ogden, Utah 84401, to assist in the management of this agreement. The City designates the Dave Carlson, City Attorney, 505 E. 2600 N, North Ogden, UT 84414, as representative to assist in the management of this agreement. It is understood and agreed by the parties that the representative shall have no control over the means, methods, techniques or procedures employed in the services of this agreement.

13. Laws of the State of Utah. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the state of Utah, both as to interpretation and performance.

14. Termination. This agreement shall terminate upon the completion of the annexation by the City, upon the completion of construction of the Project or after two years from the date of the execution of the agreement, whichever shall occur first.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year first herein written.

(signatures appear on separate page)

NORTH OGDEN CITY

_____

By: Richard G. Harris, Mayor

ATTEST:

_____

S. Annette Spendlove, MMC

City Recorder

LEGAL APPROVAL:

_____

David M. Carlson, City Attorney

IN WITNESS WHEREOF, the Parties hereto have signed the foregoing Agreement by authority of their respective authorizing person or bodies.

DATED this_____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS

OF WEBER COUNTY

By_____

Chair

Commissioner Dearden voted _____

Commissioner Gibson voted _____

Commissioner Zogmaister voted _____

ATTEST:

_____

Ricky D. Hatch, CPA

Weber County Clerk/Auditor