

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into this 30th day of August, 2011, 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

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. 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 proposed site for the construction of the North Ogden City Public Works Complex ("the Project") which is located in an unincorporated portion of the County and which is subject to a pending petition for annexation into the City.

The City has entered into an agreement to purchase a parcel of real property located in unincorporated Weber County for the purpose of constructing a public works facility ("the Property"). The Property is more particularly described as:

PARCEL TO BE PURCHASED BY NORTH OGDEN CITY

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 2550 NORTH STREET AND THE EAST BOUNDARY LINE OF THE GEORGIAN AT COLONIAL SPRINGS A CONDOMINIUM PLAT ALSO BEING A POINT ON THE HARRISVILLE CITY CORPORATE BOUNDARY LINE LOCATED WEST 539.79 FEET AND NORTH 1726.14 FEET FROM THE CENTER OF SAID SECTION 32 BEING A WEBER COUNTY BRASS CAP MONUMENT; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTH OGDEN CITY CORPORATE BOUNDARY LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTH 89°06'35" EAST 166.13 FEET ON THE PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 2550 NORTH FROM THE GEORGIAN AT COLONIAL SPRINGS A CONDOMINIUM PLAT; (2) SOUTH 88°46'54" EAST 162.89 FEET ON THE PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 2550 NORTH FROM THE RANCHES SUBDIVISION PHASE 1; THENCE SOUTH 2°06'45" WEST 930.00 FEET; THENCE NORTH 87°53'15" WEST 328.96 FEET TO A POINT ON THE EAST BOUNDARY LINE OF NEW TOWNE SQUARE AT COLONIAL SPRINGS S.A.P. PHASE 5 AND THE HARRISVILLE CITY CORPORATE BOUNDARY LINE; THENCE ALONG THE EAST BOUNDARY LINE OF SAID NEW TOWN SQUARE AT COLONIAL SPRINGS S.A.P. PHASE 5 THEN THE GEORGIAN AT COLONIAL SPRINGS A CONDOMINIUM PLAT AND SAID HARRISVILLE CITY CORPORATE BOUNDARY LINE NORTH 2°06'45" EAST 923.92 FEET TO THE POINT OF BEGINNING.

CONTAINS 7.00 ACRES

THE BASIS OF BEARINGS FOR THIS PARCEL IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN WHICH

BEARS NORTH 87°39'06" WEST UTAH NORTH NAD 83 STATE PLANE GRID BEARING.

The Property is to be subdivided from two larger parcels of real property also located within unincorporated Weber County. These larger parcels are within the territory covered by the City's annexation declaration and a petition for annexation has been filed by the owners of the Property (see Exhibit A). The territory occupied by the larger parcels and subject to the annexation petition ("the Annexation Parcels") are described as follows:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER, SOUTHEAST QUARTER, SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND A PART OF LOTS 50, 51, 52 AND 53, PLAT B, NORTH OGDEN SURVEY, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST QUARTER AND THE WEST BOUNDARY LINE OF THE RANCHES SUBDIVISION PHASE 1, NORTH OGDEN, WEBER COUNTY, UTAH SURVEY ALSO BEING A POINT ON THE NORTH OGDEN CITY CORPORATE BOUNDARY LINE LOCATED SOUTH 89°55'37" EAST 383.28 FEET ALONG SAID SOUTH LINE FROM THE CENTER OF SAID SECTION 32 BEING A WEBER COUNTY BRASS CAP MONUMENT; RUNNING THENCE SOUTH 01°09'36" WEST 276.78 FEET ALONG SAID WEST BOUNDARY LINE OF THE RANCHES SUBDIVISION PHASE 1 AND SAID NORTH OGDEN CITY CORPORATE BOUNDARY LINE TO THE SOUTHWEST CORNER OF THE RANCHES SUBDIVISION PHASE 1 BEING A POINT ON THE NORTH BOUNDARY LINE OF ANTHONY J. BOWN PROPERTY ENTRY NO. 1394383 IN BOOK 1796 AT PAGE 2895 AS DESCRIBED IN THE RECORDS OF THE WEBER COUNTY RECORDER; THENCE NORTH 88°55'51" WEST 715.89 FEET ALONG SAID NORTH BOUNDARY LINE TO AN EXISTING FENCE LINE BEING A POINT ON THE EAST BOUNDARY LINE OF JED McCORMICK PROPERTY ENTRY NO. 1778019 IN BOOK 2148 AT PAGE 21 AS DESCRIBED IN THE RECORDS OF THE WEBER COUNTY RECORDER; THENCE ALONG SAID JED McCORMICK BOUNDARY LINE THE FOLLOWING THREE COURSES; (1) NORTH 01°47'31" WEST (NORTH 02°21'30" WEST BY RECORD) 382.58 FEET ALONG SAID FENCE LINE; (2) NORTH 01°06'01" WEST 271.88 FEET (NORTH 01°40' WEST 270.10 FEET BY RECORD) ALONG SAID FENCE LINE TO A POINT ON THE PROJECTION OF THE SOUTH BOUNDARY LINE OF NEW TOWNE SQUARE AT COLONIAL SPRINGS S.A.P. PHASE 4, HARRISVILLE CITY, WEBER COUNTY, UTAH SURVEY; AND (3) NORTH 88°54'16" WEST 233.67 FEET (NORTH 89°09'33" WEST 174.59 FEET BY RECORD) ALONG SAID SOUTH BOUNDARY LINE PROJECTION TO THE SOUTHEAST CORNER OF SAID NEW TOWNE SQUARE AT COLONIAL SPRINGS S.A.P. PHASE 4 BEING A POINT ON THE HARRISVILLE CITY CORPORATE BOUNDARY LINE; THENCE ALONG THE EAST BOUNDARY LINE OF SAID NEW TOWNE SQUARE AT COLONIAL SPRINGS S.A.P. PHASE 4 THEN THE NEW TOWNE SQUARE AT COLONIAL SPRINGS S.A.P. PHASE 5 AND THEN THE GEORGIAN AT COLONIAL SPRINGS A CONDOMINIUM PLAT AND SAID HARRISVILLE CITY CORPORATE BOUNDARY LINE NORTH 02°06'45" EAST 1332.21 FEET (1350.51 FEET BY RECORD) TO THE SOUTH RIGHT-OF-WAY LINE OF 2550 NORTH STREET BEING ON THE NORTH OGDEN CITY CORPORATE BOUNDARY LINE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID NORTH OGDEN CITY CORPORATE BOUNDARY LINE THE FOLLOWING TWO (2) COURSES; (1) SOUTH 89°06'35" EAST 166.13 FEET ON THE PROJECTION OF SAID SOUTH RIGHT-OF-WAY LINE AS SHOWN ON SAID THE GEORGIAN AT COLONIAL SPRINGS A CONDOMINIUM PLAT; (2) SOUTH

88°46'54" EAST 791.71 FEET ON THE PROJECTION OF SAID SOUTH RIGHT-OF-WAY LINE AS SHOWN ON SAID THE RANCHES SUBDIVISION PHASE 1 TO THE NORTHEAST CORNER OF THE ROB CHAMBER'S PROPERTY ENTRY NO. 1755666 IN BOOK 2120 AT PAGE 2465 AS DESCRIBED IN THE RECORDS OF THE WEBER COUNTY RECORDER, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID THE RANCHES SUBDIVISION PHASE 1 AND ALSO BEING A POINT ON SAID NORTH OGDEN CITY CORPORATE BOUNDARY LINE; THENCE SOUTH 01°09'36" WEST 1707.57 FEET ALONG SAID RANCHES SUBDIVISION PHASE 1 WEST BOUNDARY LINE AND SAID NORTH OGDEN CITY CORPORATE BOUNDARY LINE TO THE POINT OF BEGINNING. INCLUDES PARCELS WITH TAX IDENTIFICATION NUMBERS 180560060 AND 180560056.

CONTAINING 40.61 ACRES.

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 87°39'06" WEST UTAH NORTH NAD 83 STATE PLANE GRID BEARING.

An aerial map depicting both the Property and the Annexation Parcels is attached to this agreement as Exhibit B.

The City will finance the acquisition of the Property and the completion of the Project by issuing bonds. Because of the urgency to complete the bonding process and the desire to take advantage of current low costs for land, construction and financing, it is in the City's best interest to purchase the Property and commence construction of the Project prior to completion of the annexation.

Because 100% of the owners of the Annexation Parcels consent to the annexation, because the Annexation Parcels are within the annexation declaration of the City, and because the current use of the Annexation Parcels 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 subdivide. Pending annexation, the County authorizes the City to subdivide the Property from the Annexation Parcels. The City will conduct the subdivision process in adherence to all applicable state laws and local ordinances.

2. 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.

3. 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.

4. 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.

5. 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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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 _____, 2011.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Jan M. Zogmaister, Chair

Commissioner Dearden voted _____

Commissioner Gibson voted _____

Commissioner Zogmaister voted _____

ATTEST:

Ricky D. Hatch, CPA
Weber County Clerk/Auditor