

# Exhibit A

## INTERLOCAL AGREEMENT

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

### RECITALS

**WHEREAS** the Utah Code Section 11-13-101et. Seq., the Interlocal Cooperation Act, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other governmental units; and,

**WHEREAS** The property at approximately 1850 North Washington Boulevard is in unincorporated Weber County; and,

**WHEREAS** the property owners have filed a petition to annex to City; and,

**WHEREAS** the property is within an unincorporated island within the City and is in the City annexation boundary declaration; and,

**WHEREAS:** The property owner is desirous to commence with remodeling and opening a business at once on the subject property (Project); and,

**WHEREAS** City desires to exercise development approval over the Project; and,

**WHEREAS** City and County have entered into similar Interlocal agreements; and,

**WHEREAS** County is willing to allow City to exercise development approval over the Project; and,

**WHEREAS** the purpose of this Interlocal agreement is for County to delegate to the City authority to exercise land use, building permit authority over the Project for the immediate use of a commercial enterprise 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 is more particularly described in Exhibit A:

**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 the Project. Pending annexation, the County authorizes the City to approve the design and inspect the construction of the Project enterprise 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 grant site plan approval. Pending annexation, the County authorizes the City to complete the site plan review of the 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 Project, 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 the County Planning Director, 2380 Washington Blvd., Suite 240, Ogden, Utah 84401, to assist in the management of this agreement. The City designates the City Manager, 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.

(signatures appear on separate page)

**NORTH OGDEN CITY**

By: Brent R. Taylor, Mayor

ATTEST:

\_\_\_\_\_  
S. Annette Spendlove, MMC  
City Recorder

LEGAL APPROVAL:

\_\_\_\_\_  
Jonathan Call, 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 \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Kerry W. Gibson, Chair

Commissioner Bell voted \_\_\_\_\_

Commissioner Gibson voted \_\_\_\_\_

Commissioner Zogmaister voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky D. Hatch, CPA  
Weber County Clerk/Auditor

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

HANCOCK ANNEXATION BOUNDARY DESCRIPTIONS

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

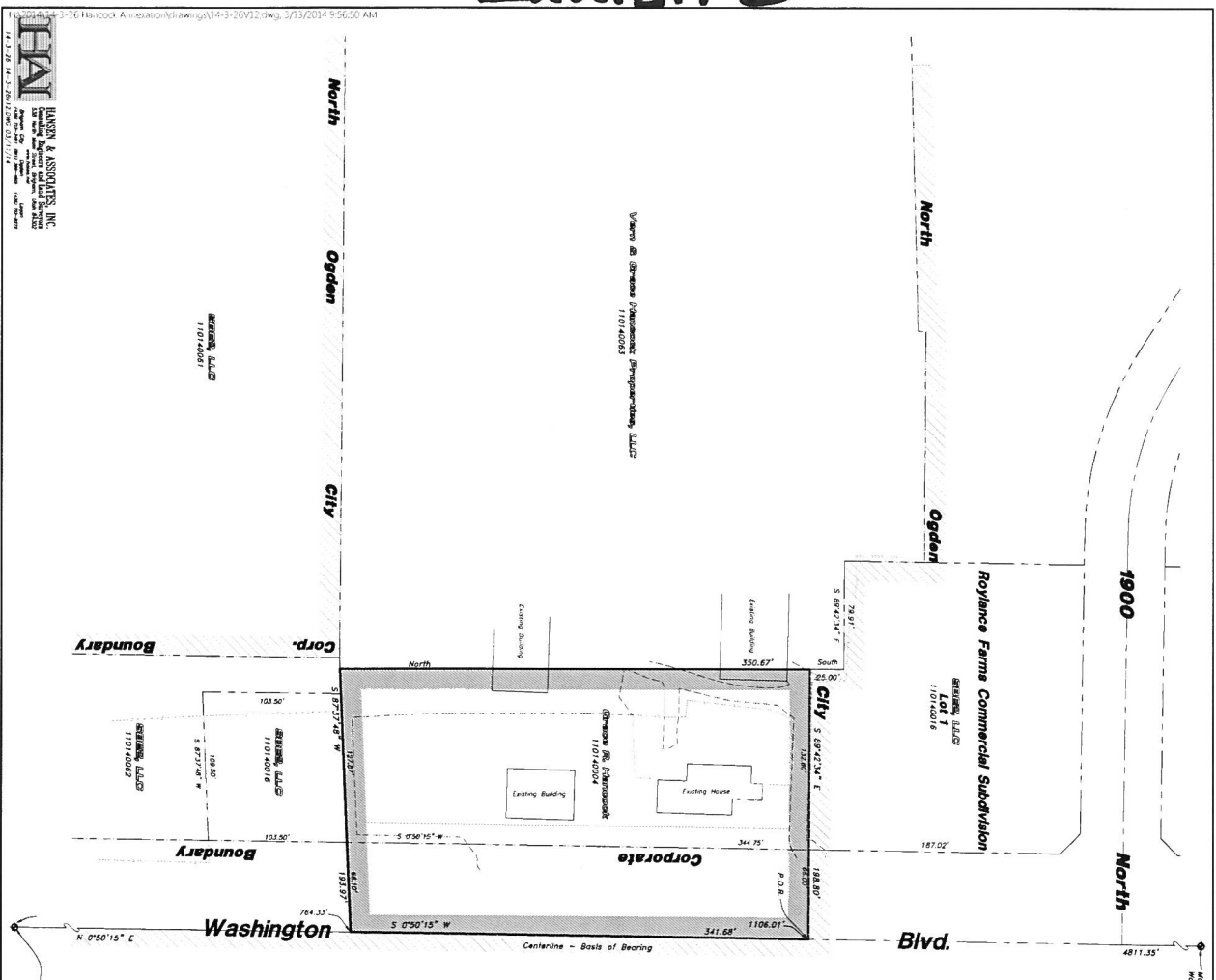
BEGINNING AT A POINT ON THE CENTERLINE OF WASHINGTON BOULEVARD LOCATED 1106.01 FEET NORTH 00°50'15" EAST ALONG SAID CENTERLINE FROM THE OGDEN CITY MONUMENT MARKING THE CENTERLINE INTERSECTION OF WASHINGTON BOULEVARD AND 1700 NORTH STREET; RUNNING THENCE SOUTH 00°50'15" WEST 341.68 FEET ALONG SAID CENTERLINE TO THE PROJECTION OF AN EXISTING FENCE LINE FROM THE WEST; THENCE SOUTH 87°37'48" WEST 193.97 FEET ALONG SAID FENCE PROJECTION AND THEN FENCE LINE; THENCE NORTH 00°00'00" EAST 350.67 FEET TO AN ANGLE POINT IN THE SOUTH BOUNDARY LINE OF LOT 1, ROYLANCE FARMS COMMERCIAL SUBDIVISION; THENCE SOUTH 89°42'34" EAST 132.80 FEET ALONG SAID SOUTH BOUNDARY LINE TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE CONTINUING SOUTH 89°42'34" EAST 66.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.560 ACRES.

**EXHIBIT A CONTINUED**

Will insert annexation plat

DRAFT

# Exhibit B



Monument of the Intersection of Washington Blvd and 1900 North St  
 Monument of the Intersection of Washington Blvd and 1900 North St

**LEGEND**

- ADJACENT PROPERTY LINE
- CENTERLINE
- SECTION CORNER
- SECTION CORNER
- EXISTING NORTH OGDEN CITY CORPORATE LIMIT LINE
- SET 5/8" REBAR W/ CAP
- FOUND REBAR AND CAP

Scale: 1" = 40'  
 (Only as Shown/Not as Shown)

**SURVEYOR'S CERTIFICATE**

I, K. GREG HANSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF UTAH, LICENSE NO. 12918, AND THAT I HAVE PERSONALLY AND INDEPENDENTLY CONDUCTED THE SURVEY AND THAT I AM A MEMBER OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT IN ACCORDANCE WITH SECTION 17-23-20 OF THE UTAH STATE CODE.

**ANNEXATION BOUNDARY DESCRIPTION**

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASIN AND MERIDIAN.

THIS IS TO CERTIFY THAT WE, THE NORTH OGDEN CITY COUNCIL, WEBER COUNTY, UTAH DO HEREBY ACCEPT AND APPROVE THE SURVEY AND THE BOUNDARIES OF THE CORPORATION OF THE CITY OF NORTH OGDEN, UTAH, AND THAT A COPY OF THIS SURVEY AND THE BOUNDARIES OF THE CORPORATION OF THE CITY OF NORTH OGDEN, UTAH, HAS BEEN FILED FOR RECORD IN THE OFFICE OF THE CLERK AND COUNTY RECORDER OF WEBER COUNTY, UTAH, AND THAT THE SAME HAS BEEN RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY, UTAH, UNDER THE RECORDING NO. 18389.

**ACCEPTANCE BY LEGISLATIVE BODY**

APPROVED: \_\_\_\_\_ MAYOR \_\_\_\_\_ CITY RECORDER \_\_\_\_\_

**ANNEXATION PLAT**

ORDINANCE NO. \_\_\_\_\_

PLAT OF ADDITION TO THE CORPORATE LIMITS OF NORTH OGDEN CITY, WEBER COUNTY, UTAH

APRIL, 2014

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN, U.S. SURVEY.

**WEBER COUNTY SURVEYOR**

THIS PLAT IS HEREBY APPROVED AS A FINAL LOCAL ENTRY FILED AS RECORDED BY UTAH CODE (17-23-20) \_\_\_\_\_ 2014.

**WEBER COUNTY RECORDER**

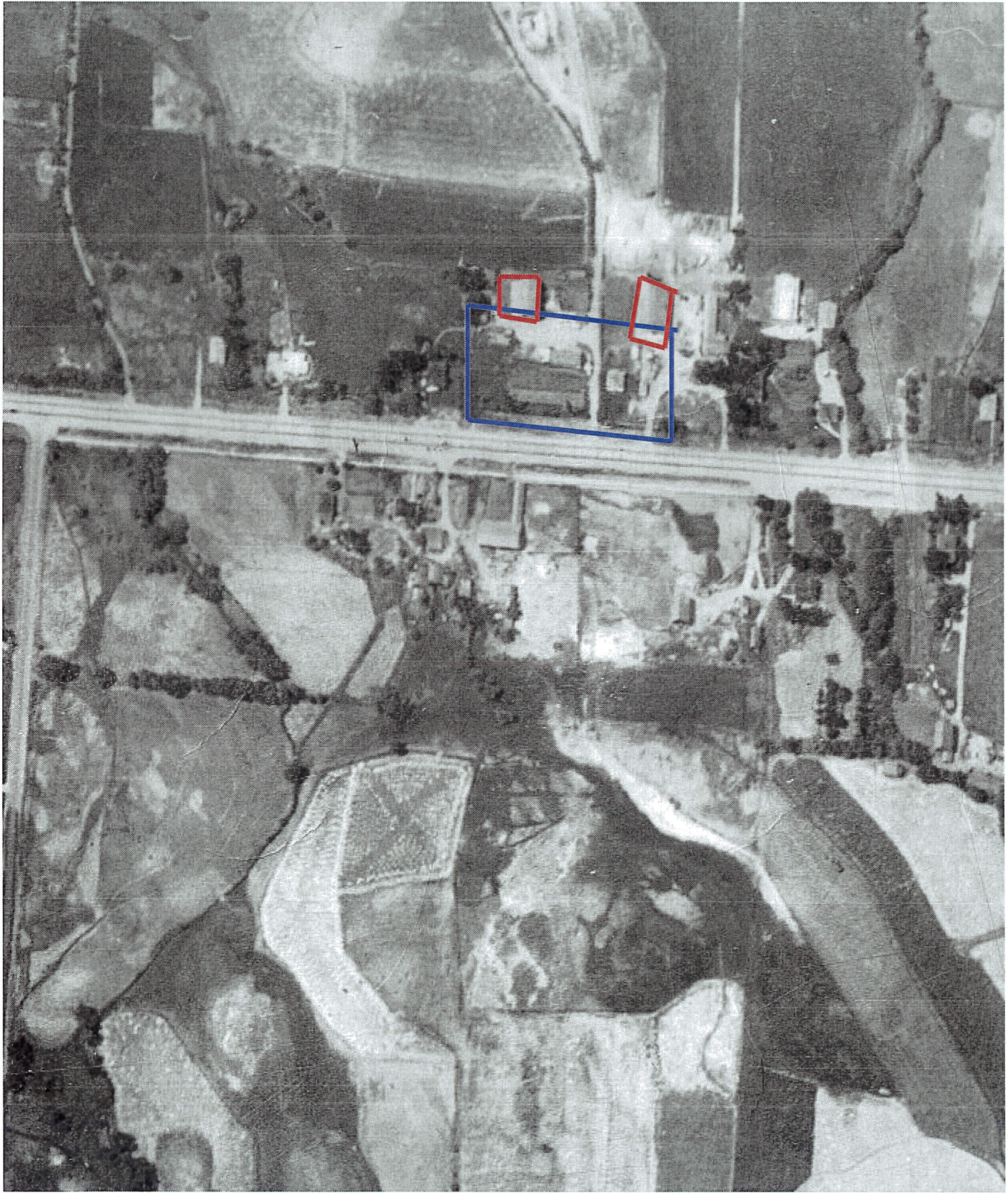
ENTRY NO. \_\_\_\_\_

FILED FOR RECORD AND RECORDED \_\_\_\_\_ 2014.

RECORDED FOR \_\_\_\_\_

WEBER COUNTY RECORDER \_\_\_\_\_

# Exhibit C



1946 photograph of property to be annexed (property in blue, existing structures in red)