INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into by and between Cache County, a political subdivision of the State of Utah, and Weber County, a political subdivision of the State of Utah.

RECITALS

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

WHEREAS, Weber County is expected to receive an application for land use approvals from the owner of certain property which is part of the Powder Mountain Ski Resort and more particularly described below (the "Property"), to be used for the construction of a fire station and for parking and transit development (the "Project");

WHEREAS, The integrated design of this Project has a portion of the proposed development located in Cache County but will be solely accessed by virtue of Weber County and that because of this no services will be provided by Cache County;

WHEREAS, The proposed fire protection is expected to be provided by the Weber Fire District, and police protection is expected to be provided by the Weber County Sheriff's Office, and part of the development application is for the construction of a fire station for the Weber Fire District;

WHEREAS, It is in the best interest of Cache County to not be responsible for providing municipal type services including planning, subdivision, and building inspection services for this Project;

WHEREAS, The owner of the Property is desirous to commence at once with construction of this Project in both counties;

WHEREAS The purpose of this interlocal agreement is for Cache County to delegate to Weber County the authority to exercise land use, subdivision and building permit authority over the Project for the construction of the fire station and the transit facilities partially located in an unincorporated portion of Cache County.

NOW THEREFORE, the Parties find and agree as follows:

AGREEMENT

1. The Property. The Property and the Project are more particularly described and depicted in Exhibit A, Exhibit B, and Exhibit C.

2. Authorization for the delegation of all land use authority. Cache County authorizes Weber County to act as the land use authority for the Project, including but not limited to subdivision, site plan approval, and any other land use oversight or permitting required. Weber County will conduct the land use process in adherence to all applicable state laws and Weber County ordinances, except as follows:

> a. Upon written confirmation from Cache County that construction may proceed on the Property without further subdivision under applicable Cache County ordinances, Weber County will allow construction to proceed without going through a subdivision process. However, the Property must be subdivided before any portion of it may be conveyed to any other person. If conveyance occurs in violation of this provision, Weber County may withhold and revoke all permits related to all parts of the Property, to the extent allowed by law.

3. Authorization to issue building permit. Cache County authorizes Weber County to review all plans, issue building permits and conduct inspections regarding the Project in adherence to applicable state laws and Weber County ordinances.

4. Authorization to collect fees. Cache County authorizes Weber County to apply its own fee schedule and collect and retain all development fees associated with subdivision of land, site plan approval and building permit processes for the Project.

5. Notices. All notices, requests and other communications pursuant to this Agreement shall be made in writing and delivered by facsimile transmission, email, certified mail, return receipt requested, or by hand delivery.

6. Severability. Each section, paragraph, clause, phrase, term, condition, covenant or agreement herein shall have independent and severable status. If the invalidation of any term materially alters this Agreement, then the parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the parties.

7. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. The Agreement may be executed in multiple counterparts, all of which together shall constitute a single instrument.

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

9. Cooperative Undertaking. This agreement does not establish an interlocal entity to conduct the cooperative undertaking described in this agreement.

10. Administration. Weber County designates the Weber County Planning Director as its representative to assist in the management of this agreement. Cache County designates the Cache County Community Development Director as its representative. To the extent that any joint administration of this Agreement becomes necessary, the parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each party shall have an equal vote in any decision. However, unless otherwise specified in this Agreement, each party shall have full authority to act on its own, without coordination with the other party, in fulfilling its own independent obligations under this Agreement.

11. Laws of the State of Utah. This agreement shall be governed by the laws of the State of Utah.

12. Amendment. If, after this Agreement is fully executed, Weber County and Cache County enter into a subsequent interlocal agreement that addresses general rights and responsibilities associated with development in the Powder Mountain area, and if the Property is included in the area covered by that subsequent agreement, then the terms of that subsequent agreement shall supersede the terms of this Agreement, and this Agreement shall be considered amended to conform to the terms of that subsequent agreement, except for the provisions of sections 2 (including 2.a) and 3 above.

13. Termination. This Agreement shall continue in effect until the occurrence of one of the following events: (1) the Project is formally abandoned or withdrawn; or (2) 10 years have passed since this Agreement took effect.

14. Liability. Neither party waives any protection it may have under the Governmental Immunity Act of Utah.

15. Interlocal Cooperation Act Provisions.

a. Each party will be responsible for maintaining its own financial budget for its participation in this Agreement. There will be no joint budget.

b. This Agreement shall become effective upon (a) its approval and execution by each party; and (b) the filing of an executed copy of this Agreement with the keeper of records of each party.

c. This Agreement shall be reviewed by a duly authorized attorney on behalf of each party, in accordance with section 11-13-202.5(3) of the Act.

d. A duly executed copy of this Agreement shall be filed promptly with the keeper of records of each party, pursuant to section 11-13-209 of the Act.

e. Promptly after execution of this Agreement by the parties, each party shall publish notice regarding this Agreement pursuant to section 11-13-219 of the Act.

f. There shall be no joint acquisition or joint ownership of property, real or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

SIGNATURES

CACHE COUNTY

By: _____ Date: _____
County Executive

ATTEST: _____
Cache County Clerk

Approved: _____
County Attorney

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By: _____ Date: _____
Chair

ATTEST: _____
Weber County Clerk/Auditor

Approved: _____
Deputy County Attorney

Exhibit A – Fire Station Property and Project Description

Basis of bearings for this description is North 89°55'51" West along the line between the Northeast corner of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian and the monument at the intersection of the Weber/Cache County Line. Beginning at a point being the Northeast corner of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°46'35" West, 1377.45 feet; thence North 26°39'20" West, 7.88 feet; thence North 46°17'14" West, 255.37 feet; thence South 43°42'40" West, 15.17 feet; thence North 46°17'38" West, 94.21 feet; thence North 43°42'22" East, 15.18 feet; thence North 46°17'14" West, 1300.15 feet; thence North 2°09'48" East 167.65 feet; thence North 89°49'08" East, 2624.88 feet; thence South 2°30'39" West, 1318.81 feet; located in the Southeast Quarter of Section 36, Township 8 North, Range 1 East Salt Lake Base and Meridian. Less and excepting therefrom: Basis of bearings for this description is North 89°55'51" West along the line between the Northeast corner of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian and the monument at the intersection of the Weber/Cache County line. Beginning at a point being North 89°55'51" West, 1252.87 feet along the Section line and North 0°13'41" West 435.27 feet from the found Southeast corner of Section 36, Township 8 North, Range 1 East, Salt Lake Base and Meridian. And running thence West 195.75 feet; thence North 219.67 feet; thence East 195.75 feet; thence South 219.67 feet to the point of beginning; located in the Southeast Quarter of Section 36, Township 8 North, Range 1 East, Salt Lake Base and Meridian.

Exhibit B – Transit Property and Project Description

That Part of Section 1, Township 7 North, Range 1 East, Lying in Cache County, Less and excepting the following: A Parcel of land that lies in the Northeast Quarter of Section 1, Township 7 North, Range 1 East, Weber County, Salt Lake Base and Meridian further described as follows: Beginning at a point that lies South 89°39'28" West 1376.08 feet along the North line of said Section 1 and South 26°39'41" East 456.90 feet and South 36°45'41" East 15.33 feet along the Weber/Cache County line from the Northeast Corner of Section 1, Township 7 North, Range 1 East, Salt Lake Base and Meridian,, US Survey; thence North 62°55'07" East 126.81 feet; thence South 36°45'01" East 337.81 feet; thence South 53°14'19" West 125.00 feet; thence North36°45'41" West359.14 feet to the point of beginning
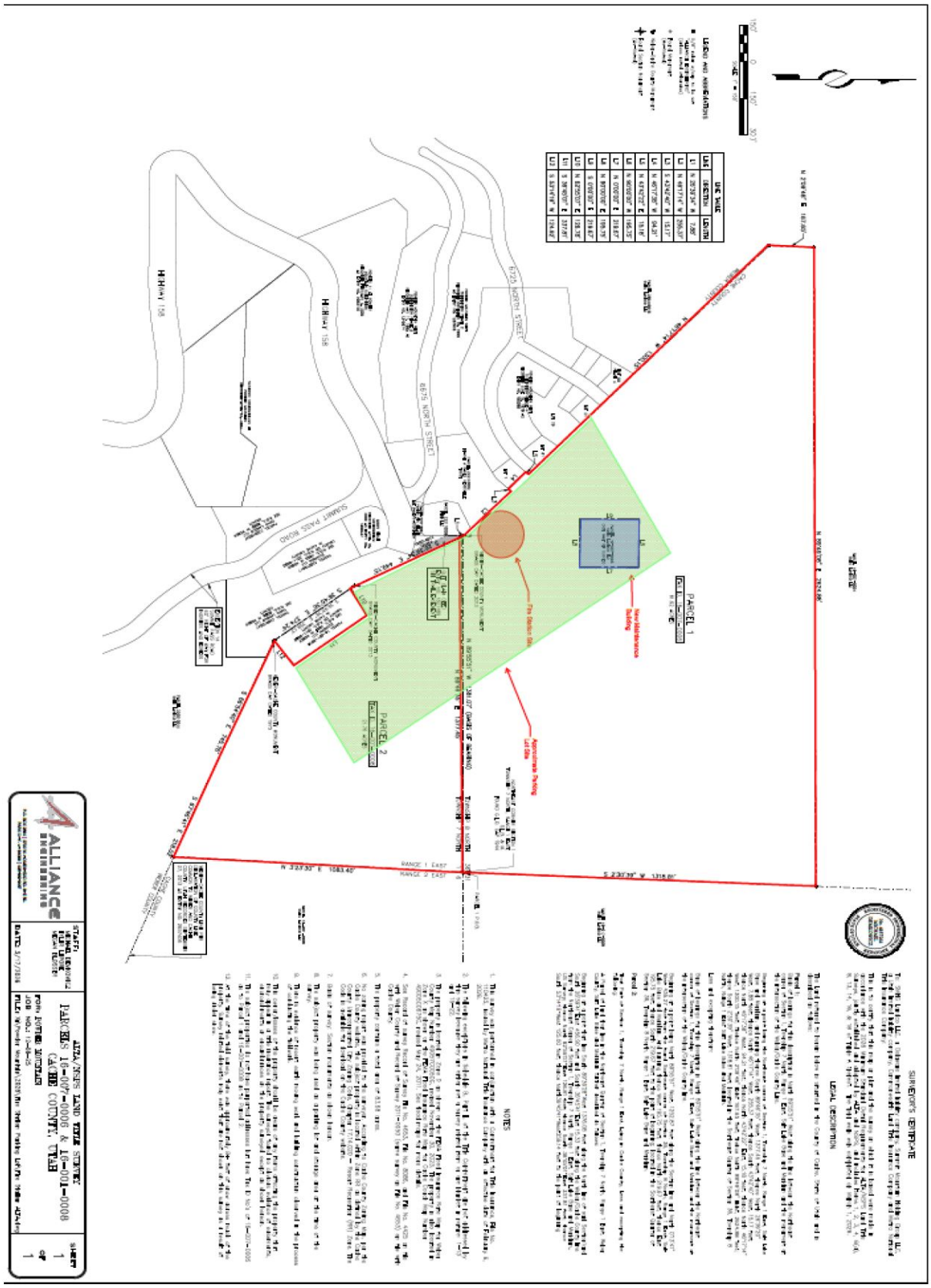
Exhibit C – Property and Project Exhibit