

**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
NORTH OGDEN CITY AND OGDEN CITY  
FOR THE PROVISIONS OF SANITARY AND STORM SEWER SERVICES  
FOR THE SILVER SPRINGS SUBDIVISION**

**THIS AGREEMENT**, made and entered into as of this 20<sup>th</sup> day of June, 1998, pursuant to the provisions of the Interlocal Cooperation Act (Section 11-13-1, Utah Code Ann., et. seq., 1953 as amended) by and between **NORTH OGDEN CITY**, a Utah Municipal Corporation (referred to herein as "North Ogden") and **OGDEN CITY**, a Utah Municipal Corporation (referred to herein as "Ogden").

**WITNESSETH**

**WHEREAS**, there is presently located within the corporate boundaries of North Ogden, a proposed development known as Silver Springs Subdivision Phase 1, to be located on a portion of certain real property (referred to herein as the "Property") more particularly described in Exhibit A, attached hereto and incorporated by reference;

**WHEREAS**, the owner and developer of the Property is Lynn Muirbrook (referred to herein as the "Developer") residing at 1333 East 2550 North, North Ogden, Utah;

**WHEREAS**, Ogden City has by Resolution No. 97-9, dated February 18, 1997, created the Ogden City Utah Mountain Road Sanitary and Storm Sewer Special Improvement District, hereinafter referred to as the "District," for the construction of a sewer main and a storm drain main in the general vicinity of 1400 North and Canfield Drive, the boundaries of such district borders on the southern-most boundary of North Ogden and the Property, which improvements provide better access to sanitary and storm sewer services to the Property;

**WHEREAS**, the Developer desires to connect the Silver Springs Subdivision Phase 1, and any future phases subdividing the Property, to Ogden City's sanitary and storm sewer system to be constructed as part of the District and to participate in the improvement costs to be assessed against properties benefitting by the improvements; and

**WHEREAS**, Ogden and North Ogden desire to provide for such connection and the acceptance by Ogden City of sanitary and storm sewage emanating from the Property;

**WHEREAS**, the services provided herein will only be provided if Ogden is able to reach an acceptable agreement with the Developer for payment of the Property's proportionate share of the costs of the improvements constructed under the District ("the Developer Agreement"), which may be collected under the provisions of this Agreement.

**NOW, THEREFORE**, upon the mutual promises and other good and satisfactory consideration, the parties agree as follows:

E# 1560121 BK1941 PG2858  
DOUG CROFTS, WEBER COUNTY RECORDER  
18-JUL-98 909 AM FEE 4.00 DEP HB  
REC FOR: NORTH.OGDEN.CITY

**ARTICLE 1  
GENERAL PROVISIONS**

1.1 General Acceptance. Ogden City will allow the Silver Springs Subdivision, Phase 1, to connect to Ogden City's sanitary and storm sewer system ("the Ogden System") and Ogden City will accept such sanitary and storm sewage emanating from Silver Springs Subdivision, Phase 1, and future subdivision phases of the Property, for up to sixty-one (61) residential, single family lots upon the terms and conditions imposed herein.

1.2 Point of Collection.

1.2.1 Sanitary sewage shall be collected by Ogden at the point of collection located at the boundary between Ogden and North Ogden as depicted on the map attached as Exhibit B attached hereto and incorporated by this reference.

1.2.2 Storm sewage shall be collected by Ogden at the point of collection located at the boundary between Ogden and North Ogden as depicted on the map attached as Exhibit B attached hereto and incorporated by this reference; provided, that before such connection may be made the storm sewer line shall be extended by the Developer, either independently or in conjunction with the owners/developers of the intervening property, from the existing stubbed location, as depicted on the attached Map to the point of collection.

1.3 Condition of Developer Agreement. The connection to the Ogden System is conditioned upon the execution and recording of the Developer's Agreement, binding upon all successors in interest in the Property, regarding the payment of the Property's proportionate share of the costs of the improvements constructed under the District to be collected under the provisions of this Agreement. The Developer's Agreement shall specifically authorize North Ogden to collect lot assessments as provided herein.

1.4 Notification of Lot Connections. North Ogden will construct a sanitary sewer system and storm sewer system within the Property ("the North Ogden System"). The North Ogden System will collect all sanitary sewage and storm sewage within the Property and conduct it to the points of collection set forth in paragraph 1.2 above. North Ogden will immediately notify Ogden upon connection of any lot to the North Ogden System.

1.5 No Additional Connections. North Ogden shall not allow any additional sanitary or storm sewer connections to the North Ogden System so as to extend sanitary or storm sewer services to other property not covered by this Agreement.

1.6 Building Permit Issuance Contingent Upon Payment of Assessment. No building permits shall be issued by North Ogden for any individual lot within the Property unless and until

the Developer has paid to Ogden the per lot assessment for such lot in accordance with the requirements of the Developer Agreement. Payment of the per lot assessment shall be evidenced by an executed lien release recorded in the Weber County Recorder's Office as provided by the Developer Agreement. It is understood that such fee compensates Ogden for the Property's proportionate share of the costs of the improvements constructed under the District, as agreed to by the Developer.

## ARTICLE 2 PAYMENT PROVISIONS

2.1 Monthly Service Fee. North Ogden will pay to Ogden a monthly fee for sanitary sewer and storm sewer collection services, for each lot within the Property connected to the North Ogden System (hereinafter the "monthly fee"), subject to the termination of such monthly lot charge in the event the sanitary sewer and storm sewer output for the Property is subsequently diverted and accepted into North Ogden's sanitary and storm sewer system. The monthly fee shall be seventy-two percent (72%) of the base monthly sewer utility service charge imposed by Ogden to its own utility users for a one inch (1") line. Effective July 1, 1998, such monthly fee shall be \$14.75 (based on a base monthly sewer utility service charge of \$20.47). Such fees shall be paid on a quarterly basis, within forty-five (45) days of the end of each quarterly period.

2.2 Future Adjustments. The monthly fee may be adjusted in the future as follows:

2.2.1 If the base monthly sewer service fee of Ogden is increased or decreased in the future, the monthly fee shall automatically be adjusted according to the above percentage. Ogden shall provide North Ogden sixty (60) days advance written notice of any such adjustment.

2.2.2 If at any time in the future Ogden establishes a storm sewer utility fee, North Ogden shall pay such fee on either a per lot basis or upon such other reasonable basis as established for other similar properties in the Ogden System, unless an adjusted fee is agreed upon between the parties. Ogden shall provide North Ogden sixty (60) days notice prior to such fee becoming due and payable.

2.2.3 If charges by Central Weber Sewer district are modified in the future to charge Ogden on any basis which includes service to the Property, this Agreement shall be amended to adjust the fee in order to compensate Ogden for any charges attributable to the Property.

2.3 Except for the payments set forth in this Article, there shall be no joint budget associated with this agreement. The parties shall not participate in any further joint financial

arrangements in relation to this agreement, unless those arrangements are contained in a written addendum to this agreement which has been executed by both of the parties.

### ARTICLE 3 CONSTRUCTION PARAMETERS

#### 3.1 Sanitary Sewer Construction Requirements.

- 3.1.1 The North Ogden System connecting to the Ogden System shall be constructed with no larger than an 8 inch sewer line.
- 3.1.2 The connection to the Ogden System shall be constructed and inspected in accordance with Ogden standards and specifications.
- 3.1.3 North Ogden shall require the Developer to install a manhole meeting Ogden standards and specifications at the point of connection shown on Exhibit B.

#### 3.2 Storm Sewer Construction Requirements.

- 3.2.1 North Ogden shall require necessary on-site detention on the Property to maintain storm drainage from the Property at an undeveloped flow rate.
- 3.2.2 The connection to the Ogden System shall be constructed and inspected in accordance with Ogden standards and specifications.
- 3.2.3 The Developer shall construct, and provide all necessary easements, for any additional storm sewer line extensions required on the Ogden side of the point of collection.

### ARTICLE 4 OPERATIONAL RESTRICTIONS

4.1 Restriction on Sanitary Sewer Flows. No flows other than sanitary sewage shall be accepted into Ogden's sanitary sewer system. This limitation specifically excludes flows from sump pumps, french drains, roof drainage, storm drainage or other similar flows.

**ARTICLE 5  
RESPONSIBILITIES; WARRANTIES**

5.1 North Ogden will be responsible for the maintenance, repair and replacement of the North Ogden System to the point of collection with the Ogden System. Ogden will be responsible for the maintenance, repair and replacement of the sanitary and storm sewer system extending past the point of collection

5.2 Ogden shall have no responsibility to provide facilities for the collection of sewage within the Property located within the boundaries of North Ogden, nor shall Ogden exercise or attempt to exercise any right or control over North Ogden's internal sanitary and storm sewer collection system within the Property.

5.3 North Ogden shall have no responsibility to provide facilities for the collection of sewage extending past the point of connection with Ogden sanitary and storm sewer system, nor shall North Ogden exercise or attempt to exercise any right or control over Ogden's internal sanitary and storm sewer collection system.

5.4 Ogden does not warrant against, and shall not incur any liability for or arising out of, any adverse claims, acts of God, or other matters beyond Ogden's reasonable control, which may prevent Ogden from collecting sewage as provided herein

5.5 North Ogden shall indemnify, defend and hold Ogden and its respective officers, officials, employees, agents and representatives harmless from and against any and all claims, demands, suits, actions, losses, costs, damages, expenses and liabilities, of whatsoever nature or kind (including but not limited to reasonable attorneys fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments), howsoever causes, directly or indirectly resulting from, arising out of or otherwise related, in any way, to the existence, operation, use, maintenance, repair and/or replacement of North Ogden's internal sanitary sewer collection system and storm drainage system within the Property; provided, however, that the indemnification provided hereby shall not extend to any claims, demands, suits, actions, losses, costs, damages, expenses and liabilities to the extent that they are caused by, result from or are otherwise attributable to the negligence of Ogden.

5.6 Ogden shall indemnify, defend and hold North Ogden and its respective officers, officials, employees, agents and representatives harmless from and against any and all claims, demands, suits, actions, losses, costs, damages, expenses and liabilities, of whatsoever nature or kind (including but not limited to reasonable attorneys fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments), howsoever causes, directly or indirectly resulting from, arising out of or otherwise related, in any way, to the existence, operation, use, maintenance, repair and/or replacement of Ogden's internal sanitary sewer collection system and storm drainage system; provided, however, that the indemnification provided hereby shall not extend to any claims, demands, suits, actions, losses, costs, damages,

expenses and liabilities to the extent that they are caused by, result from or are otherwise attributable to the negligence of North Ogden.

**ARTICLE 6  
RIGHTS OF THIRD PARTIES**

This Agreement is not intended to be a third party beneficiary contract for the benefit of the retail customers of North Ogden within the Property, or otherwise, or of any other third parties, and no such third party shall have any cause of action against Ogden for any failure by Ogden for any breach or default by Ogden herein. In addition, no third party shall have any rights hereunder which could in any way restrict the parties' right to modify or terminate this Agreement at any time or in any manner. North Ogden agrees to indemnify, defend and hold Ogden harmless from and against the claim of any customer of North Ogden arising hereunder.

**ARTICLE 7  
TERM; TERMINATION**

7.1 This Agreement shall be for a period of fifty (50) years commencing on the effective date of this Agreement, if approved by appropriate resolution of each party. Prior to the expiration of the foregoing term, the parties shall in good faith negotiate a new agreement for the continuation of the provisions of services described herein.

7.2 Termination.

7.2.1 By Ogden. Prior to the expiration of the term of this Agreement, Ogden shall have the right to terminate this Agreement by giving 6 months' written notice to North Ogden, provided that Ogden may exercise this right of termination only if the Property has access to another sanitary and storm sewage system.

7.2.2 By North Ogden. Prior to the expiration of the term of this Agreement, North Ogden shall have the right to terminate this Agreement by giving at least 90 days' written notice to Ogden, provided that Ogden may exercise this right of termination only if it has extended its sanitary and storm sewage systems to serve the Property.

**ARTICLE 8  
GENERAL PROVISIONS**

8.1 This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter.

8.2 This agreement may only be changed, modified or amended in writing upon mutual agreement of the parties.

8.3 No separate entity or board is created by this Agreement.

8.4 North Ogden hereby appoints its City Administrator to be the North Ogden official responsible for the administration of this Agreement. Unless noticed otherwise in the future, the Public Works Director of Ogden City shall be the Ogden official responsible for the administration of this Agreement

8.5 No joint property shall be acquired as a result of this Agreement. Each party shall maintain its own property separate from the property of the other party.

**ARTICLE 10  
EFFECTIVE DATE/PASSAGE OF RESOLUTION**

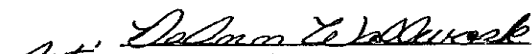
This Interlocal Agreement shall become effective as set out above upon the execution of a resolution of the respective city councils of each party approving this agreement and upon approval of the respective city attorney of each party determining that the agreement is in proper form and compatible with the laws of the State of Utah.

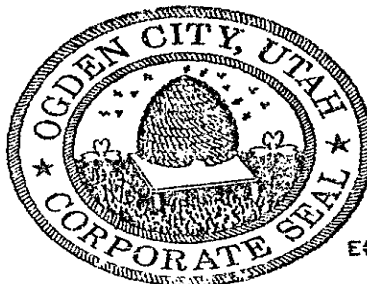
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**OGDEN CITY, A Utah Municipal Corporation**

By:   
Glenn J. Mecham, Mayor

ATTEST:

  
Acting City Recorder



EE 1560121 BK1941 PG2864

APPROVED AS TO FORM:

*Quinn W. Johnson*  
City Attorney

**NORTH OGDEN CITY, a Utah Municipal Corporation**

By: *Gary A. Harrop*  
Gary A. Harrop, Mayor

ATTEST:

*Olav M. Christensen*  
City Recorder



APPROVED AS TO FORM:

*Michael H. White*  
City Attorney



EXHIBIT "A"

11-262-0001-0018

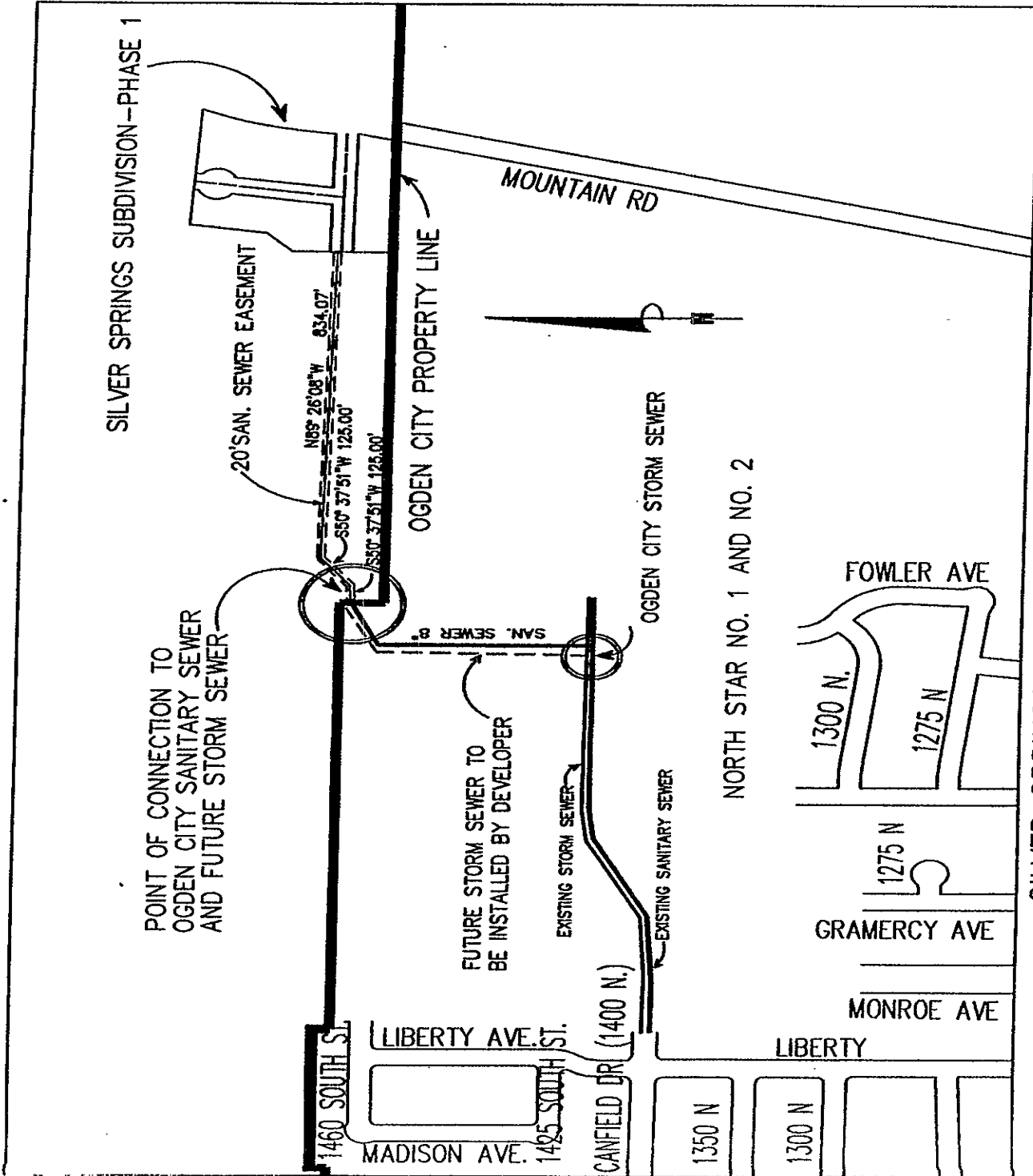
11-003-0001

A part of the Northeast Quarter of Section 4, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 423.29 feet North 89°26'08" West along the Quarter Section line from the Southeast Corner of said Quarter Section line; running thence North 89°26'08" West 1420.92 feet; thence North 0°28'58" East 590.11 feet to an existing fence; thence South 86°44'34" East 1520.53 feet along said fence to the West right-of-way line of Mountain Road; thence two (2) courses along said right-of-way line as follows; Southwesterly along the arc of a 1045.56 foot radius curve to the left a distance of 253.31 feet (Long Chord bears South 14°47'24" West 252.69 feet) and South 7°50'58" West 275.96 feet to the point of beginning.

GRANTOR DOES NOT WARRANT THE WEST APPROXIMATELY 22 FEET OF SAID PREMISES OUTSIDE THE EXISTING FENCE LINE AND EXTENSION THERETO.

EXHIBIT B



SILVER SPRINGS SUBDIVISION - PHASE 1  
 CONNECTION TO SANITARY AND STORM SEWER

298204 17618 1210951 #3