



"W2637681"

2013-167

EN 2637681 PG 1 OF 9  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
28-MAY-13 1119 AM FEE \$0.00 DEP SGC  
REC FOR: WEBER COUNTY CLERK/AUDITOR

**INTERLOCAL AGREEMENT**

This Interlocal Agreement (the "Agreement") is entered into this 30 day of April, 2013, 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; and

WHEREAS: Weber County has received an application for a conditional use permit and subdivision from the owner of certain property part which is part of the Powder Mountain Ski Resort ("the Property"), and more particularly described below, to be used as the site for a subdivision that straddles the Cache County / Weber County boundary line; and

WHEREAS: A copy of the property owner's application to Weber County is attached to this Agreement as EXHIBIT A; and

WHEREAS: The integrated design of this project has a portion of the proposed development ("the Project"), 2 nest (nightly rental / fractional ownership units) and 3 lots (approximately 3.5 acres) located in Cache County with the remaining 150 units located in Weber County; and

WHEREAS: The roads located within the Cache County boundary are proposed to be privately owned and maintained by the property owners association; and

WHEREAS: The proposed subdivision will receive water and sewer services through the Powder Mountain Water and Sewer Improvement District and is contingent upon the completion of this infrastructure; and

WHEREAS: The proposed fire protection will be provided by the Weber Fire District and police protection by the Weber County Sheriff's office; and

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; and

WHEREAS, Cache County intends to retain property taxes associated within the project area, and

WHEREAS: The owner of the property is desirous to commence at once with construction of this project in both counties as part of a connected design as soon as possible; and

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 immediate construction of the subdivision and future construction of residential dwelling units which are located in an unincorporated portion of Cache County; and

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

**PROPERTY DESCRIPTION**

Beginning at a point being a known monument, BLM Brass Monument #288, located on the Southwest corner of Section 28, Township 8 North, Range 1 East and running thence; North 89°43'6" East 25,279.32 feet and South 0°5'17" West 9304.27 feet and South 88°48'46" East 442.87 feet to a true point-of-beginning; thence North 57°1'18" East 181.88 feet; thence North 72°11'24" East 165.13 feet; thence North 51°37'45" East 238.96 feet; thence South 63°37'15" East 119.37 feet; thence North 75°14'39" East 162.06 feet; thence North 37°00'00" East 133.38 feet; thence North 87°12'29" East 272.77 feet; thence South 3°7'40" East 220.96 feet to said county line; running thence along said county line the following eleven (11) courses:

23-012-0109,005A,005Z

23

1. South 68°31'11" West 160.18 feet
2. South 80°50'15" West 168.69 feet
3. North 88°59'42" West 129.96 feet
4. North 88°59'41" West 23.17 feet
5. North 81°58'54" West 154.63 feet
6. North 72°38'46" West 77.08 feet
7. South 90°00'00" West 71.28 feet
8. South 77°37'10" West 96.51 feet
9. South 71°46'30" West 69.33 feet
10. South 60°32'40" West 138.26 feet
11. South 64°47'56" West 86.97 feet to the point of beginning.

Containing: 3.52 Acres

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

A site plan and detail of the proposed Project are attached to this agreement as EXHIBIT C.

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. Cache County authorizes Weber County to subdivide the Property. Weber County will conduct the subdivision process in adherence to all applicable state laws and Weber County ordinances.
2. Authorization to grant site plan approval. Cache County authorizes Weber County to complete the site plan review of the Project. Weber County will conduct the site plan review in adherence to all applicable state laws and Weber County ordinances.
3. Authorization to issue building permit. Following site plan approval Cache County authorizes Weber County to review all plans, issue all building permits and conduct all inspections in regard to the Project. Weber County will exercise these functions in adherence to all applicable state laws and Weber County ordinances.
4. Authorization to collect fees. Cache County authorizes Weber County 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. Authorization to collect property taxes. Cache County is authorized to assess and collect property taxes on structures built in part or in whole within Cache County. Further, Cache County is entitled to keep the taxes collected pursuant to this paragraph.
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 Cache County:

Cache County  
 Attn: Cache County Community Development Department  
 179 North Main, Suite 305  
 Logan, Utah 84321

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, 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. 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.

11. Administration. Weber County designates Robert O. Scott, Planning Director, 2380 Washington Blvd., Suite 240, Ogden, Utah 84401, to assist in the management of this agreement. Cache County designates Josh Runhaar, Community Development Director, 179 North Main, Suite 305, Logan, UT 84321, as its 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 continue for the length of the Project. If for any reason Cache County or Weber County wishes to end the agreement appropriate notice shall be given by either party.

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

CACHE COUNTY



M. Lynn Lemon  
By: M. Lynn Lemon

ATTEST:

Jill N. Zollinger  
Jill N. Zollinger, County Clerk

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

DATED this 14 day of May, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By Kerry W. Gibson  
Kerry W. Gibson, Chair

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

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

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

ATTEST:

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

# Exhibit A

Weber County Conditional Use Permit Application			
Application submissions will be accepted by appointment only. (801) 399-8791, 2380 Washington Blvd. Suite 240, Ogden, UT 84401			
Date Submitted / Completed 1.25.2017	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
<b>Property Owner Contact Information</b>			
Name of Property Owner(s) GREGG GREER		Mailing Address of Property Owner(s) 6910 E. 6800 N. EDEN, UTAH.	
Phone 801-940-0416	Fax	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Email Address (required) ggreer@powdermountain.com			
<b>Authorized Representative Contact Information</b>			
Name of Person Authorized to Represent the Property Owner(s) Russ Watts		Mailing Address of Authorized Person 5200 S. Highland Dr. Salt Lake City, UT 84117	
Phone 801.673.5630	Fax 801.272.4658	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Email Address russ@wattsenterprises.com			
<b>Property Information</b>			
Project Name Summit Eden - Phase 1	Total Acreage 594.23 AC	Current Zoning FV-3, CVP-1 & F40	
Approximate Address	Land Serial Number(s)		
Proposed Use Single Family Residential			
Project Narrative Project includes the first phase of the Summit Eden / Powder Mountain Master Plan. The project comprises 141 units on 103 lots and ranges from small village lots to large ranch & estate lots. The project is located just south of the existing Hidden Lake Lodge; the south ridgeline of the ex. ski area at Powder Mtn.			

**Basis for Issuance of Conditional Use Permit**

Reasonably anticipated detrimental effects of a proposed conditional use can be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with applicable standards. Examples of potential negative impacts are odor, vibration, light, dust, smoke, or noise.

*All efforts have been made to ensure that the proposed development does not have any detrimental impacts to Weber County.*

That the proposed use will comply with the regulations and conditions specified in the Zoning Ordinance and other applicable agency standards for such use.

*All proposed development will comply with all development and zoning standards of Weber County and all applicable review agencies.*

**Property Owner Affidavit**

I (We), \_\_\_\_\_, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary)

**Authorized Representative Affidavit**

I (We), \_\_\_\_\_, the owner(s) of the real property described in the attached application, do authorize as my (our) representative(s), \_\_\_\_\_, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.






\_\_\_\_\_  
(Notary)

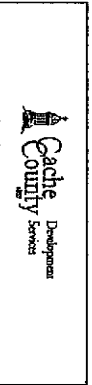
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- Containing: 3.52 Acres

**Legend**

-  Updated Powder Mtn Desc
-  Cache County Parcels
-  ASRC Sections
-  Township and Range
-  Cache/Weber County Boundary



**EXHIBIT B:**  
Weber-Cache County Interlocal  
Cooperative Agreement

**AFFECTED PARCELS:**  
16-001-0009  
16-001-0017

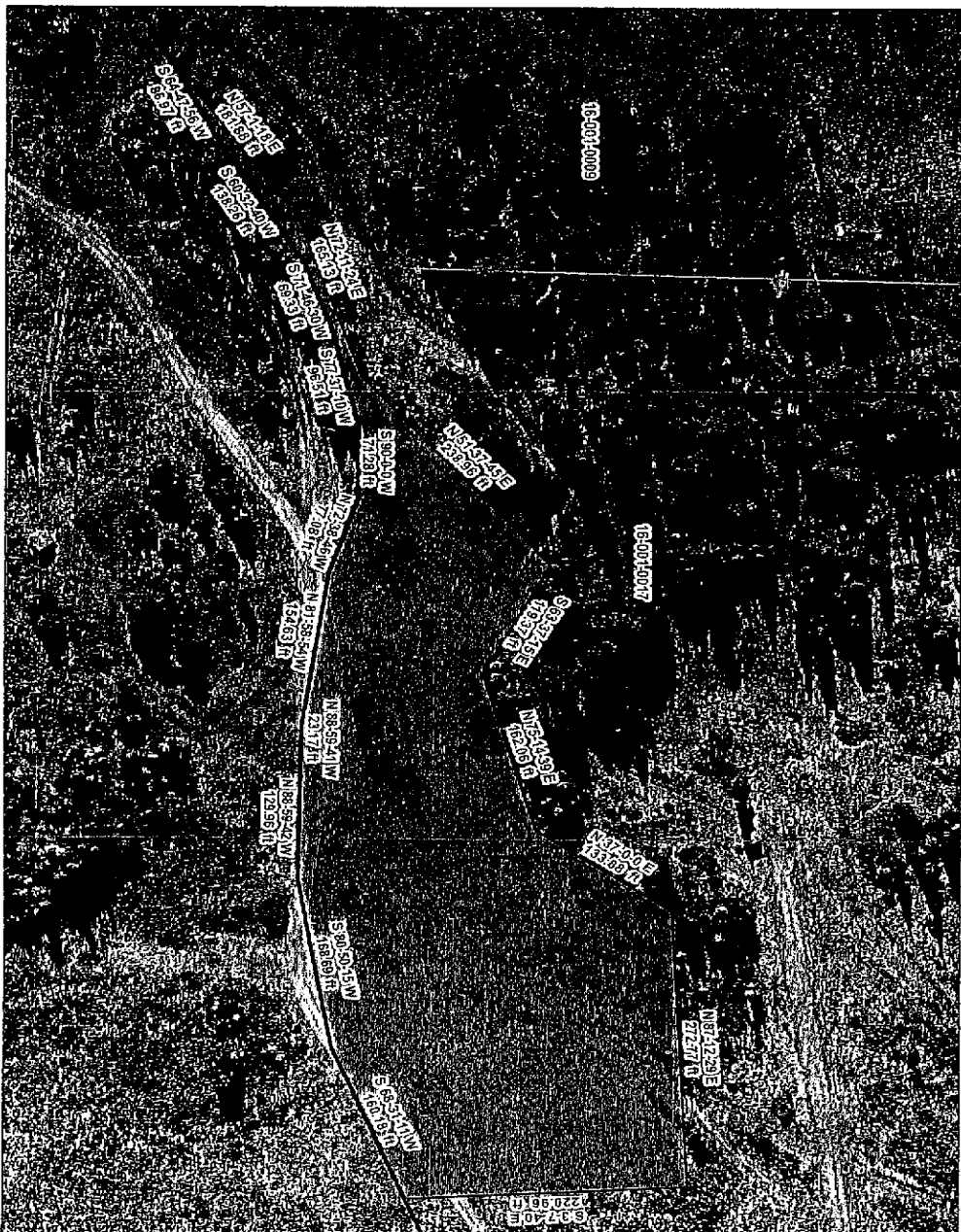
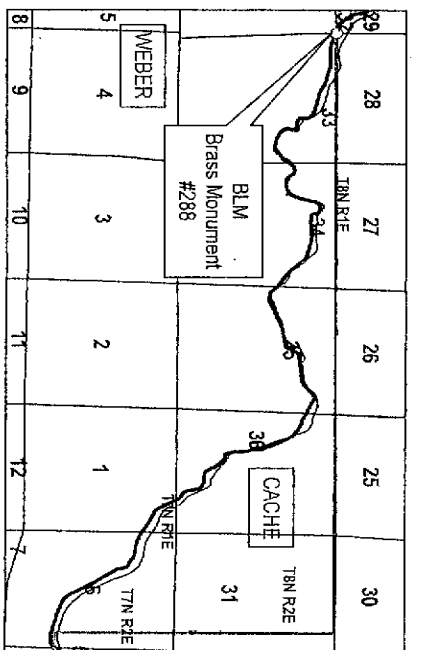
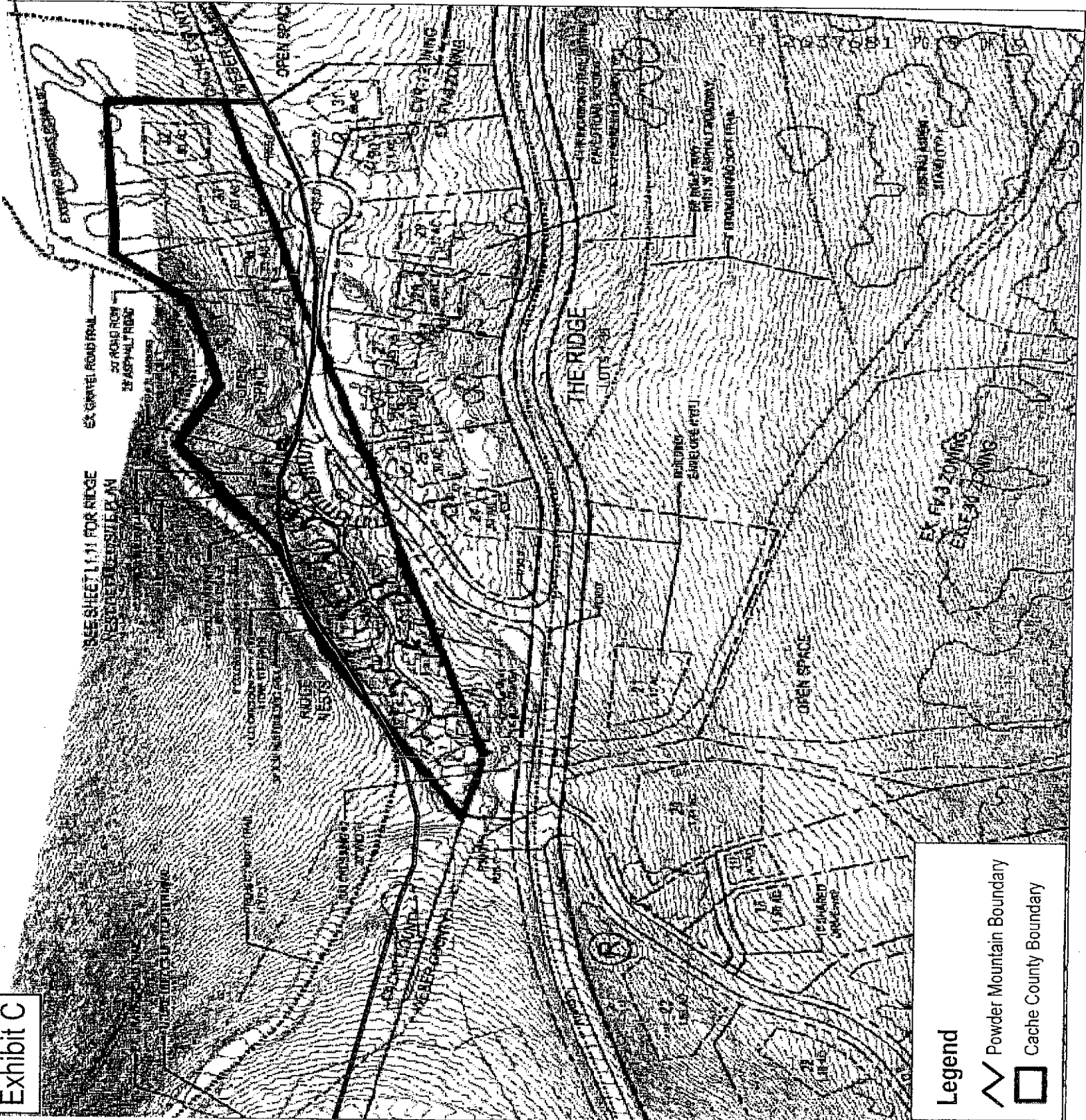






Exhibit C



**Legend**

-  Powder Mountain Boundary
-  Cache County Boundary