

**MINUTES
BOX ELDER COUNTY COMMISSION
SEPTEMBER 18, 2024**

The Board of County Commissioners of Box Elder County, Utah met in an Administrative/Operational Session at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **September 18, 2024**. The following members were present:

Lee Perry	Chairman
Boyd Bingham	Commissioner
Marla R. Young	Clerk

Excused: Stan Summers Commissioner

The following items were discussed:

1. Agenda Review/Supporting Documents
2. Commissioners' Correspondence
3. Staff Reports – Agenda Related
4. Correspondence

The Administrative/Operational Session adjourned at 11:21 a.m.

The regular session was called to order by Chairman Perry at 11:30 a.m. with the following members present, constituting a quorum:

Lee Perry	Chairman
Boyd Bingham	Commissioner
Marla Young	County Clerk

Excused: Stan Summers Commissioner

The prayer was offered by Commissioner Bingham.
The Pledge of Allegiance was led by Assessor Rodney Bennett.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF AUGUST 18, 2024 and SEPTEMBER 4, 2024 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER BINGHAM, SECONDED BY CHAIRMAN PERRY AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

There were no Administrative Review Items discussed.

FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS

There were no Former Agenda Items discussed.

EMERGENCY MANAGEMENT ISSUES

There were no Emergency Management Issues discussed.

ARPA/LATCF

Chairman Perry stated they would like to look at the status of the ARPA funds at the next meeting.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Chairman Perry stated he received an email nominating Joe Krebs in the Assessor's Office as employee of the month. He emphasized that Joe is knowledgeable in all aspects of his job and is a great trainer. He has a calm manner and great sense of humor. He keeps others smiling and is always great with the public. He is respectful and honest.

The Commissioners presented Joe Krebs a certificate.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Internet Connections in Box Elder County-Ty Walker

Ty Walker and Shane Jacobsen stated they are an internet provider in the county. They explained their business and asked if they could do some things in the county to help with grants and getting internet to the communities. They stated they have specialized services. They stated they

get the fiber optics to the households. They said they have wireless service experience and have six wireless towers.

Mund Annexation Proposal Island Approval for South Willard- Carson and Brianna Mund

Carson and Brianna Mund stated they have property in South Willard and are starting the process to annex into Willard City. The annexation would leave an island.

Deputy Attorney Anne Hansen explained to the Commission that if an annexation creates an island, it needs approval from the county.

MOTION: Commissioner Bingham made a motion to approve the Mund Annexation leaving an island. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

COMMISSIONERS

Updates to the Commission Meeting Schedule-Chairman Perry

Chairman Perry stated they need to adjust some of the Commission meetings due to the Commissioners not being available. He recommended moving the October 16, 2024 meeting to October 23, 2024 and starting with the work session at 1:00 p.m. and the Commission meeting starting at 1:15 p.m. He recommended the November 20, 2024 meeting be moved to November 19, 2024 to accommodate the election canvass. He recommended the December 4, 2024 meeting start at 3:45 p.m. for the work session and 4:00 p.m. for the Commission meeting.

MOTION: Commissioner Bingham made a motion to approve the changes to the Commission meeting schedule as outlined by Chairman Perry. The motion was seconded by Chairman Perry and passed on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

COMMUNITY DEVELOPMENT

Agreement #24-30 Pre-annexation Development Agreement with Garland (Kings Trucking)-Scott Lyons

Community Development Director Scott Lyons explained Agreement #24-30 and #24-31 is with Garland City. Two properties in the Garland area are in the process of being annexed into

Garland City. The agreement allows Garland City to work with the landowners to work on permits since currently they do not have jurisdiction.

MOTION: Commissioner Bingham made a motion to approve Agreement #24-30. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

ATTACHMENT NO. 2 - Agreement #24-30

Agreement #24-31 Pre-annexation Development Agreement with Garland (Solvia)

MOTION: Commissioner Bingham made a motion to approve Agreement #24-31. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

ATTACHMENT NO. 3 - Agreement #24-31

BUILDINGS & GROUNDS

Multi-Jurisdictional Building Inspection Services Agreement #24-32 with Brigham City, Perry City and Hyde Park City-Codey Illum

Chief Building Official Codey Illum explained Agreement #24-32 fulfills an agreement required by DOPL. He explained there is a requirement that if a jurisdiction is not able to meet an inspection time frame then must use other individuals to meet the requirement. He explained that so far they have always met the requirements but other jurisdictions have not so this is now a requirement.

MOTION: Commissioner Bingham made a motion to approve Agreement #24-32. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

ATTACHMENT NO. 4 - Agreement #24-32

Recess to RDA Meeting

MOTION: Commissioner Bingham made a motion to move into an RDA meeting. The motion was seconded by Chairman Perry and an RDA meeting was convened.

ECONOMIC DEVELOPMENT

Ordinance #603 Adopting the 3rd Amendment to EDA #2008-01 as Approved by the Box Elder County Redevelopment Agency, as the Official Economic Development Project Area Plan for the P&G EDA Project Area-Anne Hansen

Chairman Perry explained they approved a resolution in the RDA meeting to allow for Ordinance #603. Ordinance #603 adopts a 3rd Amendment to the EDA #2008-01.

MOTION: Commissioner Bingham made a motion to approve Ordinance #603. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

ATTACHMENT NO. 5 - Ordinance #603

Resolution #24-12 Supporting the Amendment of the Golden Spike Utah Inland Port Authority Project Area in Box Elder County to Allow for the Inclusion of Parcels Related to two new Commercial Developments, Harwood and Permafrost-Anne Hansen

Shawn Milne, Economic Development Director of Government Affairs through BRAG, explained the resolution extracted parcels from a previous RDA in order for them to become a new zone within the project area. It converts those parcels through an amendment process as well as some properties to the north, just outside the Tremonton City limits and is part of their annexation plan. The other area is near Brigham City. He said there will be two new zones, the Harwood Zone and the Permafrost Zone.

MOTION: Commissioner Bingham made a motion to approve Resolution #24-12 supporting the Amendment of the Golden Spike Utah Inland Port Authority Project Area in Box Elder County to allow for the inclusion of parcels related to two new commercial developments, Harwood and Permafrost. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

ATTACHMENT NO. 6 - Resolution #24-12

WEED DEPARTMENT

Cooperative Agreement #24-27 Between Box Elder County and Utah Department of Natural Resources, Division of Wildlife Resources-Wyatt Freeze

Weed Supervisor Wyatt Freeze explained Cooperative Agreement #24-27 is a renewal contract with the Utah Department of Natural Resources to reimburse the county \$15,000.00 for the treatment of phragmites.

MOTION: Commissioner Bingham made a motion to approve Cooperative Agreement #24-27. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

ATTACHMENT NO. 7 - Agreement #24-27

SHERIFF'S OFFICE

Appoint Commission Members to the Box Elder County Deputy Sheriff's Merit Commission-Stephen Hadfield

Deputy Attorney Anne Hansen stated they need to utilize the Deputy Sheriff's Merit Commission. She asked the Commission to appoint Jon Bunderson, Tim Munns, and Bill Meyers to the Box Elder County Deputy Sheriff's Merit Commission.

MOTION: Commissioner Bingham made a motion to appoint the recommended board members to the Merit Commission. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

Appointment of Secretary for the Box Elder County Deputy Sheriff's Merit Commission-Stephen Hadfield

Deputy Attorney Anne Hansen stated there is a need to appoint a new secretary for the Merit Commission. She recommended Tammy Gibson in the Clerk's Office.

MOTION: Commissioner Bingham made a motion to appoint Tammy Gibson as the Merit Commission Secretary. The motion was seconded by Chairman Perry and carried on a roll call vote of Chairman Perry voting Yea, Commissioner Bingham voting Yea, and Commissioner Summers was absent.

PUBLIC COMMENT (No action will be taken at this time)

Chairman Perry explained the rules of the public comment period.

DeAnna Hardy of Brigham City stated when the state of Utah promoted voting by mail, they said it would be cheaper, but that is not true. Brigham City reported they used to pay between \$8,000-\$9,000 each election and it went to \$38,000. The Box Elder Committee of Liberty encourages our representatives to be more prudent with tax dollars by eliminating mass mailing ballots and going back to polling places. She stated the Book of Mormon was written for our day. Prophets saw us and knew what we would be doing. The stories in this book are to help us see the secret combinations that will destroy the freedoms of all people. She quoted Ezra Taft Benson. She said it is Lucifer's strategy to restrict agency. She said to remember each person has a right from God to defend his person, his liberty, and his property. She said the Box Elder Committee of Liberty will continue to pray for this Commission to have the courage to stand for truth and righteousness.

Fred Hayes of Bear River City

Fred Hayes of Bear River City spoke about the public comment period. He feels it would be more advantageous if it were moved to the front of the meeting. A lot more public would comment. He stated about a year ago he went to the voting center in Tremonton and inquired who was available to write in, nothing was posted and the poll workers did not know who the write-ins were. He encouraged the county to make an effort and have the certified list prominently available. He encouraged the Commissioners to watch the Fingerprints of Fraud by Jeff O'Donnell. He had concerns that people are requesting to look at signatures and names on petitions and several are listed as private or withheld.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 124612 through 124682 in the amount of \$1,831,511.67 with voided claim numbers 120760, 124491, 124679, and 124680, and claim numbers 124683 through 124772 in the amount of \$232,283.59 with voided claim numbers 117630, 121552, 121755, 119372, 121065, 121862 and 122285.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

BENNETT, LEIGH	CLERK	SEPARATION	08/25/2024
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CLOSED SESSION

There was not a closed session.

ADJOURNMENT

A motion was made by Commissioner Bingham to adjourn. Chairman Perry seconded the motion, and the meeting adjourned at 12:15 p.m.

ADOPTED AND APPROVED in regular session this 2nd day of October 2024.



Lee Perry, Chairman



Boyd Bingham, Commissioner

Stan Summers, Commissioner



ATTEST:



Maria R. Young, Clerk



COUNTY COMMISSION MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, September 18, 2024 at 11:30 AM

AGENDA

NOTICE: *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 A.M. on Wednesday September 18, 2024 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

1. ADMINISTRATIVE / OPERATIONAL SESSION

- A. Agenda Review / Supporting Documents
- B. Commissioners' Correspondence
- C. Staff Reports

2. CALL TO ORDER 11:30 A.M.

- A. Invocation Given by: Commissioner Summers
- B. Pledge of Allegiance Given by: County Assessor Rodney Bennett
- C. Approve Minutes August 14, 2024 and September 4, 2024

3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS

4. FORMER AGENDA ITEMS

5. EMERGENCY MANAGEMENT ISSUES

6. ARPA/LATCF

7. BOX ELDER COUNTY EMPLOYEE RECOGNITION

8. PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

- A. 11:40 Internet Connections in Box Elder County-Ty Walker
- B. 11:50 Mund Annexation Proposal Island Approval for South Willard- Carson and Brianna Mund

9. COMMISSIONERS

- A. 11:55 Updates to the Commission Meeting Schedule-Chairman Perry

10. COMMUNITY DEVELOPMENT

- A. 11:58 Agreement #24-30 Pre-annexation Development Agreement with Garland (Kings Trucking)-Scott Lyons
- B. 12:00 Agreement #24-31 Pre-annexation Development Agreement with Garland (Solvvia)

11. BUILDINGS & GROUNDS

- A. 12:02 Multi-Jurisdictional Building Inspection Services Agreement #24-32 with Brigham City, Perry City and Hyde Park City-Codey Illum

12. ECONOMIC DEVELOPMENT

- A. 12:04 Ordinance #603 Adopting the 3rd Amendment to EDA #2008-01 as Approved by the Box Elder County Redevelopment Agency, as the Official Economic Development Project Area Plan for the P&G EDA Project Area-Anne Hansen
- B. 12:06 A Resolution #24-12 Supporting the Amendment of the Golden Spike Utah Inland Port Authority Project Area in Box Elder County to Allow for the Inclusion of Parcels Related to two new Commercial Developments, Harwood and Permafrost-Anne Hansen

13. LANDFILL

- A. 12:10 Cooperative Agreement #24-27 Between Box Elder County and Utah Department of Natural Resources, Division of Wildlife Resources-Wyatt Freeze

14. SHERIFF'S OFFICE

- A. 12:12 Appoint Commission Members to the Box Elder County Deputy Sheriff's Merit Commission-Stephen Hadfield
- B. 12:14 Appointment of Secretary for the Box Elder County Deputy Sheriff's Merit Commission-Stephen Hadfield

15. PUBLIC COMMENT (No action will be taken at this time)

- A. Those wishing to make a public comment shall sign the comment roll and will be responsible for following the rules outlined in the County Commission Rules and Procedures.
- B. Speakers will have one, three (3) minute opportunity to speak regardless of the number of items they wish to address.
- C. Speakers shall address their comments to the County Commission only. This is a time to be heard, there will not be a back and forth dialogue with the Commissioners.
- D. Speakers may file copies of their remarks or supporting information with the County Clerk. The County Clerk will make the information available to the County Commission.

16. WARRANT REGISTER

17. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE

18. CLOSED SESSION

19. ADJOURNMENT

Prepared and posted this 13th day of September, 2024. Mailed to the Box Elder News Journal and the Leader on the 13th of September, 2024. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.



Marla R. Young - County Clerk

Box Elder County

NOTE: Please turn off or silence cell phones and pagers during public meetings. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact the Commission Secretary's office at (435) 734-3347 or FAX (435) 734-2038 for information or assistance.

**INTERLOCAL AGREEMENT BETWEEN BOX ELDER COUNTY AND GARLAND CITY,
UTAH, FOR A PRE-ANNEXATION DEVELOPMENT AGREEMENT ON BEHALF OF KINGS
TRUCKING LLC**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 18th day of September 2024, between Garland City (hereafter referred to as "City") Box Elder County (hereafter referred to as "County") and Western Property Holdings LLC (hereafter referred to as "Developer").

WHEREAS, the Developer is currently in the process of seeking approval for annexation of their project area from the County into the City; and

WHEREAS, the County and City are public agencies as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. Section 11-13-101, et seq. (the "**Interlocal Act**"), and are authorized to enter into this agreement to act jointly and cooperatively to accomplish the items as set forth herein;

NOW, THEREFORE, the Parties, in consideration of the promises and covenants contained in this agreement, the receipt of which is hereby acknowledged, covenant, and agree as follows:

1. The Developer is currently in the process of seeking approval for annexation into the City. The subject site is located at _____ (Parcel Nos. _____).
2. Developer will be submitting a site plan package (at their own risk) to the City, concurrent with their request for annexation. County and Developer agree that the City will be the agency completing the review and processing the application through the typical City process and standards, including Planning Commission approval.
3. If Site Plan approval is obtained prior to annexation being completed and/or recorded, Developer plans to submit for a building permit. County and Developer agree that the City would be the reviewing authority and ultimately the agency issuing the building permit for the site. Upon proper approval, City commits to notifying the County of receipt of the building permit and providing any other requested documentation.
 - a. Should the annexation of the property into the City be unsuccessful, the Developer would be responsible for resubmittal of any development request applications to be made to the County (e.g. site plan, building permits, etc.)
 - b. The County may choose to accept or not accept any approvals that may have been previously granted by the City for the project site.
4. By entering into this agreement neither government party intends or agrees to the creation of a new local district or other joint entity.
5. It is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials or employees. Neither government party waives any defenses otherwise available under the Governmental Immunity Act.
6. As permitted by Utah Code Ann. Section 11-13-216, this Agreement shall take effect upon the executing signature of the Developer and the approval by resolution of each government party, and shall continue in force until the final disposition of the annexation process being entered into

by the Developer. Either Party may terminate its obligations under this Agreement by providing advanced written notice of termination to the other Parties.

- 7. This Agreement contains the entire Agreement between the Parties, with respect to the subject matter hereof, and no statements promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.
- 8. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

IN WITNESS WHEREOF, the parties hereto have executed this Pre-Annexation Development Agreement and Interlocal Agreement by and through their respective, duly authorized representatives.

BOX ELDER COUNTY, UTAH



Lee Perry

Lee Perry
County Commissioner Chair

9-18-2024

Date

Attest:

Marla Young

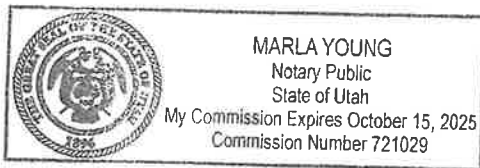
Marla Young
Box Elder County Clerk

State of Utah)

:ss

County of Box Elder)

On this 18th day of September 2024, personally appeared before me Lee Perry, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the COUNTY COMMISSIONER CHAIR of Box Elder County, Utah, and said document was signed by him in behalf of said Town, and he acknowledged to me that said corporation executed the same.



Marla Young

Notary Public

Approved as to Form:



Box Elder County Attorney

GARLAND CITY, UTAH

Linda Bourne
Garland City Mayor

Date

Attest:

Garland City Recorder

State of Utah)

:ss

County of Box Elder)

On this ____ day of _____, 2024, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Mayor of Garland, Utah, and said document was signed by him in behalf of said Town, and he acknowledged to me that said corporation executed the same.

Notary Public

Approved as to Form:

Garland City Attorney

DEVELOPER

Western Property Holdings, LLC

By: _____

Its: _____

Date: _____

State of Utah)

:ss

County of Box Elder)

On this ____ day of _____, 2024, personally appeared before me

_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____, of Western Property Holdings LLC, a Utah limited liability company, and said document was signed by him/her in behalf of said corporation, and he/she acknowledged to me that said corporation executed the same.

Notary Public

**INTERLOCAL AGREEMENT BETWEEN BOX ELDER COUNTY AND GARLAND CITY,
UTAH, FOR A PRE-ANNEXATION DEVELOPMENT AGREEMENT ON BEHALF OF SOLIVIA
LLC**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 18th day of September, 2024, between Garland City (hereafter referred to as "City") Box Elder County (hereafter referred to as "County") and Solivia LLC (hereafter referred to as "Developer").

WHEREAS, the Developer is currently in the process of seeking approval for annexation of their project area from the County into the City; and

WHEREAS, the County and City are public agencies as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. Section 11-13-101, et seq. (the "**Interlocal Act**"), and are authorized to enter into this agreement to act jointly and cooperatively to accomplish the items as set forth herein;

NOW, THEREFORE, the Parties, in consideration of the promises and covenants contained in this agreement, the receipt of which is hereby acknowledged, covenant, and agree as follows:

1. The Developer is currently in the process of seeking approval for annexation into the City. The subject site is located at _____ (Parcel Nos. _____).
- 1) Developer previously received site plan and building permit approvals from the County. The City recognizes those approvals of the current project phase. Upon successful annexation, the City requests a copy of the approved site plan and building permits for their records.
 - a. Should the building permit and final occupancy not yet be obtained by the time property is annexed into the City, the County should proceed with their building inspections and close out process.
 - b. Future changes or expansion and/or phases are subject to City site plan review and approvals.
- 2) Developer agrees to submit to City an updated plan sheet indicating water connection to City water services.
 - a. Developer will specifically coordinate with and notify the City when the water connection will be made and request an inspection in a timely fashion. Installation, connection and workmanship will be meet all city, state and federal standards and regulations.
 - b. Should the annexation of the property into the City be unsuccessful, the City commits to still providing water service to the property for the existing development, and utility rate will be at the outside-of-city monthly rate.
2. By entering into this agreement neither government party intends or agrees to the creation of a new local district or other joint entity.
3. It is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials or

employees. Neither government party waives any defenses otherwise available under the Governmental Immunity Act.

4. As permitted by Utah Code Ann. Section 11-13-216, this Agreement shall take effect upon the executing signature of the Developer and the approval by resolution of each government party, and shall continue in force until the final disposition of the annexation process being entered into by the Developer. Either Party may terminate its obligations under this Agreement by providing advanced written notice of termination to the other Parties.
5. This Agreement contains the entire Agreement between the Parties, with respect to the subject matter hereof, and no statements promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.
6. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

IN WITNESS WHEREOF, the parties hereto have executed this Pre-Annexation Development Agreement and Interlocal Agreement by and through their respective, duly authorized representatives.

BOX ELDER COUNTY, UTAH



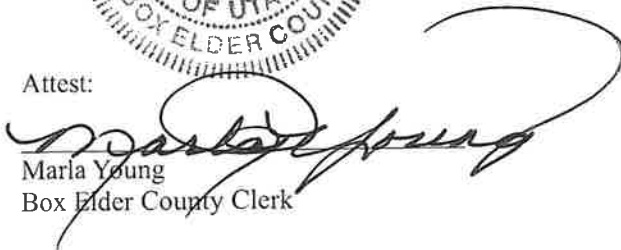
 Lee Perry
 County Commissioner Chair

9-18-24

 Date



Attest:



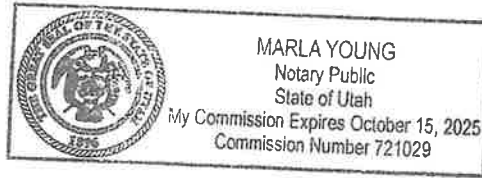
 Marla Young
 Box Elder County Clerk

State of Utah)

:ss

County of Box Elder)

On this 18th day of September 2024, personally appeared before me Lee Perry, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the COUNTY COMMISSIONER CHAIR of Box Elder County, Utah, and said document was signed by him in behalf of said Town, and he acknowledged to me that said corporation executed the same.



Marla Young
Notary Public

Approved as to Form:

Ann Olson
Box Elder County Attorney

GARLAND CITY, UTAH

Linda Bourne
Garland City Mayor

Date

Attest:

Garland City Recorder

State of Utah)

:ss

County of Box Elder)

On this _____ day of _____, 2024, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Mayor of Garland, Utah, and said document was signed by him in behalf of said Town, and he acknowledged to me that said corporation executed the same.

Notary Public

Approved as to Form:

Garland City Attorney

DEVELOPER

Solivia, LLC

By: _____

Its: _____

Date: _____

State of Utah)

:ss

County of Box Elder)

On this ____ day of _____, 2024, personally appeared before me

_____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____, of Solivia, LLC, a Utah limited liability company, and said document was signed by him/her in behalf of said corporation, and he/she acknowledged to me that said corporation executed the same.

Notary Public

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the 1st day of May, 2024 by and among BOX ELDER COUNTY, a county of the State of Utah (hereinafter "Box Elder"), BRIGHAM CITY, a municipal corporation of the State of Utah (hereinafter "Brigham"), PERRY CITY, a municipal corporation of the State of Utah (hereinafter "Perry"), and HYDE PARK CITY, a municipal corporation of the State of Utah (hereinafter "Hyde Park"), (all of which collectively referred to as the "Parties" or individually as a "Party").

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
C. The Parties wish to benefit all Parties and their residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party's jurisdiction at the request of the Party having jurisdiction.
D. The Parties also intend to be on one another's "Third-party inspection firm list" as required by §15A-1-105 of the Utah Code.
E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared, or is available, for assisting other Parties.
F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party's own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building Officials will investigate ways to overcome the burden.

2. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. SERVICE AREA. The area to be served by this Agreement includes the collective municipal and jurisdictional areas of Box Elder County, Brigham City, Perry City and Hyde Park City service areas specifically identified herein. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party upon request by any other Party, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. No Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.

a. Mutual Assistance: Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request.

b. Third-Party Inspection Firm List: The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. Section 10-6-160(2)(b) or Utah Code Ann. Section 17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.

5. FEES. For each calendar month, each responding Party will provide up to eight hours of building inspections to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the

calendar month. Building inspections shall only be provided within the boundaries of the requesting Party and shall not be provided to cover areas outside the boundaries of the requesting Party even if the requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.

6. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when, in the sole discretion of the responding Party, performance will not jeopardize the building inspection services in the jurisdiction of the responding Party.

7. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

8. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.

9. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

10. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act.

11. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

12. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date of May 1, 2024 set forth above. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

13. ADDITIONAL PARTIES. Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.

14. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under

this Agreement will be located in the First Judicial District, State of Utah.

15. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

16. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

17. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

18. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

19. NOTICES. All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page their respective contact information, and such contact information will be applicable until modified in writing.

20. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form. Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

21. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or

at any prior or subsequent time.

22. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

BOX ELDER COUNTY

Agreed this 18th day of September, 2024 for Box Elder County



ATTEST

Maria Young
County Clerk

By: *Joe Perry*
Chairman, Box Elder County Commission

APPROVED AS TO FORM:

Steph R. Wainwright
Box Elder County Attorney

CONTACT INFORMATION FOR BOX ELDER COUNTY:

Codey Illum
18. Main
Brigham City, UT 84302
435-734-3303

BRIGHAM CITY

Agreed this ____ day of _____, 2024 for Brigham City

By:
Mayor, Brigham City

ATTEST:

City Recorder

APPROVED AS TO FORM:

Brigham City Attorney

CONTACT INFORMATION FOR BRIGHAM CITY:

PERRY CITY

Agreed this ____ day of _____, 2024 for Brigham City

By:
Mayor, Perry City

ATTEST:

City Recorder

APPROVED AS TO FORM:

Perry City Attorney

CONTACT INFORMATION FOR PERRY CITY:

HYDE PARK CITY

Agreed this ____ day of _____, 2024 for Hyde Park City

By:
Mayor, Hyde Park City

ATTEST:

City Recorder

APPROVED AS TO FORM:

Hyde Park City Attorney

CONTACT INFORMATION FOR HYDE PARK CITY:



ORDINANCE NO. 603

AN ORDINANCE ADOPTING THE 3rd AMENDMENT TO EDA #2008-01, AS APPROVED BY THE BOX ELDER COUNTY REDEVELOPMENT AGENCY, AS THE OFFICIAL ECONOMIC DEVELOPMENT PROJECT AREA PLAN FOR THE PROJECT AREA.

WHEREAS the Board of the Box Elder Redevelopment Agency (the "Agency"), having prepared a 3rd amendment to the Project Area Plan (the "Plan") for the EDA #2008-01 (Procter & Gamble) Economic Development Project Area (the "Project Area"), the legal description attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated ("UCA") § 17C-3-109, and having adopted this amendment as part of the Official Economic Development Plan for the Project Area; and

WHEREAS the Utah Community Reinvestment Agency Act (the "Act") mandates that, before the economic development project area plan approved by an agency under UCA § 17C-3-109 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-3-109.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COMMISSION OF THE COUNTY OF BOX ELDER AS FOLLOWS:

1. Box Elder County hereby adopts and designates the 3rd amendment of the Project Area Plan, as approved by the Agency Board, as the official economic development plan for the Project Area (the "Official Plan").
2. County staff and consultants are hereby authorized and directed within 30 days to record the amendment to the project area plan, transmit copies of the amendment to the project area plan, specifically the updated land description and map to the agencies identified and as required by UCA § 17C-3-108.
3. Pursuant to UCA § 17C-3-107(4), the Agency may continue to carry out the Official Plan upon this adoption, and the Official Plan shall become effective pursuant to UCA § 17C-3-107, 30 days following the date of the adoption of this ordinance.
4. This ordinance shall take effect immediately.

APPROVED AND ADOPTED this 18th day of September 2024, by the Board of County Commissioners of Box Elder County, Utah.

Commissioner Summers

Voting *Absent*



Commissioner Bingham
Commissioner Perry

Voting Agree
Voting Agree

Lee Perry
Lee Perry, County Commission Chair

Attest:

Marla Young
Marla Young
Box Elder County Clerk

State of Utah)
.ss)
County of Box Elder)

On this 18th day of September, 2024, personally appeared before me, the undersigned notary public, Lee Perry, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct. 15, 2025

Marla Young
Notary Public

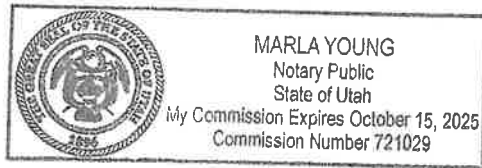


EXHIBIT A
PROJECT AREA LEGAL DESCRIPTION

PROJECT AREA LEGAL DESCRIPTION

ALL OF SECTIONS 10, 11, 14, 15, 22, 23, 26, 27, 34, AND 35, TOWNSHIP 10 NORTH, RANGE 3 WEST, S.L.B. & M., LAYING NORTH OF STATE ROUTE 83, AND ALL OF SECTIONS 24 AND 25, TOWNSHIP 10 NORTH OF STATE ROUTE 83, AND ALL OF SECTIONS 24 AND 25, TOWNSHIP 10 NORTH, RANGE 3 WEST, S.L.B. & M., LAYING SOUTHWESTERLY OF THE MALAD RIVER, AND THE EAST HALF OF THE EAST HALF OF SECTIONS 9, 16, 21 AND 28, TOWNSHIP 10 NORTH, RANGE 3 WEST, S.L.B. & M., (APPROXIMATELY 1320 FEET WEST OF IOWA STRING ROAD (6800 W.)), LAYING NORTH OF STATE ROUTE 83, AND THE SOUTH HALF OF THE SOUTH HALF OF SECTIONS 2 AND 3, TOWNSHIP 10 NORTH, RANGE 3 WEST, S.L.B. & M (APPROXIMATELY 1320 FEET NORTH OF BERCHTOLD ROAD (6400 N.)), AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 10 NORTH, RANGE 3 WEST, AND ALL OF SECTION 13, TOWNSHIP 10 NORTH RANGE 3 WEST, S.L.B. & M., LAYING SOUTHWESTERLY OF THE MALAD RIVER, EXCLUDING THOSE AREAS WITHIN THE INCORPORATED LIMITS OF CORINNE AND BEAR RIVER CITIES.

EXCLUDING THE FOLLOWING PARCELS:

S&C HOLMGREN PROPERTIES LLC
04-003-0020

S/W, SE/4 LYING W & S OF M. V. R. R. IN SEC 23, TWP 10N, R3W, SLM. EXC OF RES.

S&C HOLMGREN PROPERTIES LLC
04-050-0003

PRT SW/4 SEC 2, T10N, R3W, SLM. BEG AT PT N 00°10'26"W 561.00 (N 561 FT BY DEED) FRM SW COR SEC 2, T10N, R3W, SLM N 00°10'26"W 1825.31 FT (N 1835.7 FT BY DEED) ALG SEC/L TO SW COR OF ALBERT HOLMGREN'S TRACT, S 89°29'00"E 1026.30 FT (S 89°29'E 1026.3 FT BY DEED) ALG S/L SD TRACT, S 01°33'00"W 1849.31 FT (S 01°33'W 1844 FT BY DEED), N 88°04'38"W 972.24 FT (N 88°17' W 980.3 FT BY DEED) TO POB. CONT 42.18 AC. SUBJECT TO A 24 FT WIDE NON-EXCLUSIVE PRIVATE ACCESS AND UTILITY EASEMENT ADJOINING THE EASTERLY BDY THEREOF IN FAVOR OF THE ELY & NLY ADJOINING PROPERTIES.

S&C HOLMGREN PROPERTIES LLC
04-050-0004

PRT SW/4 SEC 2, T10N, R3W, SLM. BEG AT PT ON N R/W/L OF 6400 N ST AS DESC IN BOOK W, AT PAGE 122, OF DEEDS ON FILE IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER, SD PT BEING N 00°10'26"W 33.08 FT (33 FT N BY DEED) FRM SW COR SEC 2, T10N, R3W, SLM, N 85°48'49"E 960 FT (N 85°51' E 935 FT BY DEED) ON A LINE PARALLEL TO & 33 FT N OF SEC/L, N 01°33'00" E 425.39 FT (N 380 FT BY DEED), N 88°04'38"W 971.24 FT (N 88°17'W 969 FT BY DEED) TO W/L SW/4, S 00°10'26"E 527.92 FT (S 507.3 FT BY DEED) ALG SD W/L TO POB. CONT 10.55 AC. SUBJECT TO A 24 FT WIDE NON-EXCLUSIVE PRIVATE ACCESS AND UTILITY EASEMENT ADJOINING THE EASTERLY BDY THEREOF IN FAVOR OF THE ELY & NLY ADJOINING PROPERTIES.

S&C HOLMGREN PROPERTIES LLC
04-051-0013

BEG AT NE COR OF SE/4 OF SEC3, TWP 10N, R3W, SLM. TH N 589 FT TO DAVID HOLMGRENS BOUNDARY, W 4018 FT TO MALAD RIVER, S AND SE ALONG SAID RIVER TO PT 33 FT N OF S LINE OF SEC., N 88°10' E 1830 FT TO A PT 33 FT N OF SE COR OF SEC, N ALONG SEC LINE 2762 FT TO BEG. ALSO A SEMI-CIRCULAR TRACT

OF LAND LYING IN SE COR. OF GRANTOR'S LAND IN SAID SEC 3, BOUNDED ON S BY NEW HWY, ONE AND N BY OLD CHANNEL OF THE MALAD RIVER AND ON THE W BY THE NEW CHANNEL OF SAID RIVER, THE SE COR OF SAID TRACT BEING APPROX 1880 FT W OF SEC COR OF SEC. LESS COUNTY ROAD. CONT 243.19 ACRES

S&C HOLMGREN PROPERTIES LLC
04-058-0001

NW/4 OF THE NW/4 OF SEC 11, T10 N, R3W, SLM, LESS ROADS

S&C HOLMGREN PROPERTIES LLC
04-058-0005

S/2 OF THE NW/4 AND NW/4 OF THE SW/4 OF SEC 11, T10N, R3W, SLM. LYING BETWEEN MALAD RIVER AND CORINNE BRANCH OF BEAR RIVER CANAL.

GREGG A. JOHNSON
04-051-0016

LOT 6 STEPHENS MINOR SUB DESC AS PART OF THE SW/4 OF SEC 3, T10 N, R3W, SLM, BEG AT A PT ON THE R/W LINE OF 6800 WST. LOC N 00°00'00" E 635.25 FT ALG THE W. LINE OF SD SEC & S 90°00'00" E 33.00 FT FROM THE SW COR OF SD SW/4, TH N 00°00'00" E 269.66 FT ALG SD R/W LINE, TH S 90°00'00" E 769.24 FT TO THE WLY R/W LINE OF THE BEAR RIVER CANAL, ALG SD CANAL R/W LINE PARAL TO & 83.00 FT PERPEN. TO THE C/L OF THE MALAD VALLEY RR MAIN LINE TRACKS, TO THE LEFT ALG THE ARC OF A 3943.90 FT RADIUS CURVE, A DIST OF 281.73 FT, (CHORD BEARS S 16°47'45" E 281.67 FT), TH N 90°00'00" W 850.63 FT TO POB. CONT 5.0 AC SUBJ TO EASEMENTS ETC.

PEDRO MISRASI TTEE ETAL
04-058-0016

BEG AT A PT 688 FT S AND 33 FT W OF THE NE COR OF SEC 11, T10 N, R3W, SLM. TH RUNNING S 644 FT, TH W 1472 FT, TH N ALONG SPILLWAY GULCH TO A PT 1318 FT W AND 688 FT S OF THE NE COR OF SAID SEC. THE 1285 FT TO BEG.

PEDROMISRASITTEEETAL
04-058-0018

ALL THAT PART OF THE N/2 OF THE S/2 OF THE NE/4 OF SEC 11, T10 N, R3W, SLM. LYING E OF BEAR RIVER SPILLWAY DITCH AS NOW LOC RES R/W FOR ROADS. LESS RES CONT. 24.94 ACS

PEDRO MISRASI TTEE ETAL
04-058-0019

BEG AT A PT 33 FT W. AND 688 FT S OF THE NE COR OF THE SE/4 OF THE NE/4 OF SEC 11, T10 N, R3W, SLM. TH RUNNING S 344 FT, TH W 1506.3 FT, TH N 27°31'W 178 FT, TH N 8°43'W 170 FT, TH E 1621.5 FT TO BEG.

PEDRO MISRASI TTEE ETAL
04-058-0020

BEG AT A PT 33 FT W AND 162 FT N FROM THE SE COR OF THE NE/4 OF SEC 11, T10 N, R3W, SLM. TH RUNNING W 1557 FT, TH N 14°41' E 189 FT, TH N 3°16' E 162 FT, THE 1506.3 FT, TH S 342 FT TO BEG.

PEDRO MISRASI TTEE ETAL
04-050-0025

BEG AT A PT 51 RDS N & 3 RDS W OF SE COR OF SEC 2, T10N, R3W, SLM TH RUNNING S 85°45' W 78 RDS, N 41 RDS, E 84 RDS TO A PT 3 RDS W OF SEC LINE, S 35 RDS TO BEG.

FOWERS, DELORA M TTEE

04-064-0002

THE E/2 OF NW/4 OF SEC 14 T10N R03W SLM LYING W OF MALAD RIVER. ALSO NW/4 OF NE/4 OF SEC 14 T10N R03W SLM LYING W OF MALAD RIVER. EXC OF RDS & CANAL.

FOWERS, DELORA M TTEE

04-054-0004

ALL OF SW/4 OF SEC 14 T10N R03W SLM LYING E OF MV BRANCH OSLRR.

FOWERS, DELORA M TTEE

04-064-0015

SW/4 OF NE/4 OF SEC 14 T10N R03W SLM LYING S & W OF MALAD RIVER. ALSO NW/4 OF SE/4 OF SEC LYING S & W OF MALAD RIVER. SW/4 OF SE/4 OF SEC. LESS RES.

ALSO BEG AT A PT 33 FT N OF SE COR OF SEC 14, N 03°30' E ALG E/L OF SD SEC 1597 FT TO MALAD RIVER, S 70°33' W 470 FT, N 55° W 625 FT, N 05' W 650 FT, N 64° W 250 FT, S 03°30' W 2559 FT TO A PT 33 FT N OF S/L OF SEC, E 1301 FT TO BEG.

LESS [04-064-0014]: PRT SE/4 SEC 1 T10N R03W SLM. BEG AT A T LOC N 00°03'30" E 33.05 FT ALG E/L OF SD SE/4 FRM THE S/E COR OF SD SE/4, S 87°04'35" W 1757.32 FT, N 00°30'57" E 2102.37 FT, N 52°17'50" W 163.50 FT, N 14°31'19" E 515.70 FT TO THE SLY BANK OF THE MALAD RIVER. ALG SD SLY BANK THE FOLLOW TEN COURSE (1) S 39°31'19" E 84.54 FT (2) S 66°20'04" E 242.71 FT (3) S 85°41'58" E 256.82 FT (4) S 19°55'58" E 150.09 FT (5) S 12°23'19" E 353.50 FT (6) S 18°17'01" E 269.83 FT (7) S 56°11'41" E 497.82 FT (8) S 83°32'35" E 216.77 FT (9) N 66°59'28" E 195.30 FT (10) N 61°38'43" E 210.31 FT TO TH E/L OF SD SE/4, S 00°03'30" W 1562.28 FT ALG SD E/L TO POB. CONT 63.67 AC.

FOWERS, DELORA M TTEE

04-068-0002

NW/4 OF SEC 24 T10N R03W SLM. LESS: CO RD & STATE HWY. LESS: ALL THAT PRT OF NW/4 LYING NLY OF MALAD RIVER. LESS: A STRIP OF LAND 1 RD WIDE ADJOINING CO RD & LYING PARALLEL WITH SAME ON N SIDE OF NW/4 OF SEC. CONT 155.4 AC M/L.

FOWERS, DELORA M TTEE

04-068-0028

ALL THAT PRT OF NE/4 OF SEC 24 T10N R03W SLM LYING S OF MALAD RIVER & W OF STATE HWY 13. CONT 1 AC M/L.

FOWERS, DELORA M TTEE

04-003-0019

ALL THAT PORTION OF SEC 23 T10N R03W SLM LYING N & E OF MVRR R/W. EXC A R/W 79 FT WIDE ON & ALG N/L OF SD SEC FOR LATERAL A OF THE CORINNE BRANCH OF BEAR RIVER CANAL SUBJECT TO R/W FOR RD RUNNING IN N & S THROUGH CTR OF SEC. CONT 181.86 AC.

BORROWMAN, RICHARD M

04-051-0020

A PART OF SW/4 OF SEC 3 T10N R3W SLM. BEG A PT ON THE E R/W LINE OF 6800 W ST LOC N 00°00'00 E 1201.57 FT ALG W LINE OF SEC & S 90°00'00 E 33.00 FT FROM SW COR OF SD SW/4 N

00°00'00 E 321.00 FT ALG R/W LINE, S 90°00'00 E 658.26 FT TO W/L R/W LINE OF BEAR RIVER CANAL, ALG SD R/W LINE PARALLEL TO & 83.00 FT PERPENDICULAR TO C/L OF MALAD VALLEY MAIN LINE TRACKS TO THE LEFT ALG THE ARC OF A 3943.90 FT RADIUS CURVE, A DIST OF 324.23 FT, CHORD BEARS S 07°58'41 E 324.14 FT, N 90°00'00 W 703.24 FT TO POB ALSO KNOW AS LOT 4 STEPHENS MINOR SUB. CONT 5 AC.

PERMAFROST

04-067-0001, 04-067-0002, 04-003-0017, 04-003-0018

A PART OF SECTIONS 22 & 23, TOWNSHIP 10 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 0° 3' 21" WEST FOR A DISTANCE OF 62.61 FEET AND SOUTH 89° 0' 0" EAST FOR A DISTANCE OF 71.56 FEET FROM THE NORTHWEST CORNER OF SECTION 22 OR POINT OF BEGINNING; AND RUNNING THENCE SOUTH 89° 0' 4" EAST, A DISTANCE OF 5226.47 FEET; THENCE NORTH 87° 4' 47" EAST, A DISTANCE OF 2076.34 FEET; THENCE NORTH 87° 4' 47" EAST, A DISTANCE OF 16.56 FEET; THENCE SOUTH 29° 40' 34" EAST, A DISTANCE OF 463.98 FEET; THENCE SOUTH 29° 40' 34" EAST, A DISTANCE OF 653.44 FEET; THENCE SOUTH 29° 40' 34" EAST, A DISTANCE OF 57.82 FEET; THENCE SOUTH 29° 40' 34" EAST, A DISTANCE OF 1863.16 FEET; THENCE SOUTH 88° 10' 36" WEST, A DISTANCE OF 932.69 FEET; THENCE SOUTH 88° 10' 36" WEST, A DISTANCE OF 2621.27 FEET; THENCE NORTH 0° 3' 1" WEST, A DISTANCE OF 2502.98 FEET; THENCE SOUTH 87° 4' 50" WEST, A DISTANCE OF 40.05 FEET; THENCE SOUTH 0° 3' 8" EAST, A DISTANCE OF 29.61 FEET; THENCE SOUTH 89° 56' 53" WEST, A DISTANCE OF 2075.84 FEET; THENCE SOUTH 89° 56' 53" WEST, A DISTANCE OF 99.75 FEET; THENCE SOUTH 89° 56' 53" WEST, A DISTANCE OF 30.02 FEET; THENCE NORTH 32° 0' 0" EAST, A DISTANCE OF 172.89 FEET; THENCE NORTH 89° 34' 49" WEST, A DISTANCE OF 1510.65 FEET; THENCE NORTH 89° 34' 50" WEST, A DISTANCE OF 602.36 FEET; THENCE NORTH 89° 34' 42" WEST, A DISTANCE OF 999.64 FEET; THENCE NORTH 0° 25' 18" EAST, A DISTANCE OF 98.66 FEET TO THE POINT OF BEGINNING. CONTAINS 187.56 ACRES MORE OR LESS.

BOX ELDER COUNTY RESOLUTION 2024-12

A RESOLUTION SUPPORTING THE AMENDMENT OF THE GOLDEN SPIKE UTAH INLAND PORT AUTHORITY PROJECT AREA IN BOX ELDER COUNTY

WHEREAS, Box Elder County (the "County") is a political subdivision of the State of Utah, and the Commission of Box Elder County (the "Commission") is a public entity with authority to make resolutions with respect to the County; and

WHEREAS, the County Commission approved a resolution on May 3rd, 2023, supporting the creation of a satellite inland port project area, Golden Spike Project Area, that fits the County's economic development vision by encouraging the retention and expansion of existing companies and the recruitment of new companies to create employment opportunities for the County residents; and

WHEREAS, the County desires the Utah Inland Port Authority (the "Port Authority") consider the amendment of the Golden Spike satellite inland port project area ("Project Area") in the County to include two new projects, Harwood and Permafrost (Exhibit 1); and

WHEREAS, the general public may benefit from the creation of this satellite inland port project area through the creation of new primary employment opportunities; expanded logistics service opportunities; improved movement of materials in and out of Utah; better utilization of the County railroad infrastructure, and maximization of transportation resources regionally.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF BOX ELDER COUNTY AS FOLLOWS that the Commission hereby consents to the amendment of the Golden Spike Utah Inland Port Authority Project Area.

RESOLVED, ADOPTED, AND ORDERED this the 18th day of September 2024.

BOX ELDER COUNTY COMMISSION

Commissioner Perry FOR AGAINST



Commissioner Bingham X —
Commissioner Summers Absent —



Lee Perry - Chairman

ATTEST:


Marla Young - Box Elder County Clerk

Acknowledgment

State of Utah)

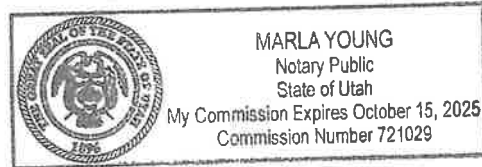
County of Box Elder^s

On this 18th day of September in the year 2024, before me, Marla R. Young a notary
date month year notary public name

public, personally appeared Lee Perry, proved on the basis of satisfactory
name of document signer
evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged
(he/she/they) executed the same.

Witness my hand and official seal.

Marla R. Young
(notary signature)



(seal)

EXHIBIT A – LEGAL DESCRIPTION
HARWOOD & PERMAFROST PROJECTS

Permafrost Zone

A part of Sections 22 & 23, Township 10 North, Range 3 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point, said point being South 0° 3' 21" West for a distance of 62.61 feet and South 89° 0' 0" East for a distance of 71.56 feet from the Northwest Corner of Section 22 or POINT OF BEGINNING; and running thence South 89° 0' 4" East, a distance of 5226.47 feet; thence North 87° 4' 47" East, a distance of 2076.34 feet; thence North 87° 4' 47" East, a distance of 16.56 feet; thence South 29° 40' 34" East, a distance of 463.98 feet; thence South 29° 40' 34" East, a distance of 653.44 feet; thence South 29° 40' 34" East, a distance of 57.82 feet; thence South 29° 40' 34" East, a distance of 1863.16 feet; thence South 88° 10' 36" West, a distance of 932.69 feet; thence South 88° 10' 36" West, a distance of 2621.27 feet; thence North 0° 3' 1" West, a distance of 2502.98 feet; thence South 87° 4' 50" West, a distance of 40.05 feet; thence South 0° 3' 8" East, a distance of 29.61 feet; thence South 89° 56' 53" West, a distance of 2075.84 feet; thence South 89° 56' 53" West, a distance of 99.75 feet; thence South 89° 56' 53" West, a distance of 30.02 feet; thence North 32° 0' 0" East, a distance of 172.89 feet; thence North 89° 34' 49" West, a distance of 1510.65 feet; thence North 89° 34' 50" West, a distance of 602.36 feet; thence North 89° 34' 42" West, a distance of 999.64 feet; thence North 0° 25' 18" East, a distance of 98.66 feet to the POINT OF BEGINNING. Contains 187.56 acres more or less.

Harwood Zone

Part 1

Containing parts of Sections 5, 7, 8, and 9, Township 11 North, Range 3 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point, said point being South 1° 4' 47" East for a distance of 26.05 feet from the North Quarter Corner of Section 8 or POINT OF BEGINNING; and running

thence North 89° 7' 15" East for a distance of 7.41 feet; thence North 1° 43' 55" West, a distance of 572.20 feet; thence South 58° 20' 29" East, a distance of 263.83 feet; thence South 52° 18' 30" East, a distance of 172.83 feet; thence South 39° 39' 10" East, a distance of 156.43 feet; thence South 27° 31' 31" East, a distance of 86.87 feet; thence South 7° 45' 54" East, a distance of 48.18 feet; thence South 87° 33' 55" West, a distance of 103.00 feet; thence South 4° 8' 26" East, a distance of 119.44 feet; thence South 31° 8' 6" East, a distance of 69.30 feet; thence South 45° 25' 37" East, a distance of 92.78 feet; thence South 55° 39' 47" East, a distance of 113.69 feet; thence South 80° 57' 44" East, a distance of 737.14 feet; thence South 1° 12' 1" East, a distance of 803.56 feet; thence South 1° 12' 1" East, a distance of 749.38 feet; thence South 89° 50' 40" East, a distance of 560.48 feet; thence North 89° 17' 32" East, a distance of 5.43 feet; thence North 89° 17' 37" East, a distance of 536.94 feet; thence North 89° 40' 25" East, a distance of 179.37 feet; thence North 89° 40' 23" East, a distance of 11.32 feet; thence North 88° 42' 59" East, a distance of 54.68 feet; thence North 1° 11' 39" West, a distance of 759.17 feet; thence South 57° 50' 55" East, a distance of 204.95 feet; thence South 57° 38' 30" East, a distance of 561.03 feet; thence South 57° 38' 36" East, a distance of 12.77 feet; thence South 1° 39' 25" East, a distance of 12.01 feet; thence South 33° 14' 23" West, a distance of 549.00 feet; thence South 32° 40' 37" East, a distance of 586.00 feet; thence South 89° 24' 23" West, a distance of 623.32 feet; thence South 89° 24' 25" West, a distance of 29.78 feet; thence South 0° 15' 31" West, a distance of 53.30 feet; thence South 0° 1' 42" West, a distance of 16.51 feet; thence South 0° 1' 48" West, a distance of 25.04 feet; thence South 89° 20' 50" West, a distance of 1334.62 feet; thence South 0° 51' 42" East, a distance of 1324.77 feet; thence South 89° 21' 18" West, a distance of 1326.49 feet; thence North 0° 49' 58" West, a distance of 1327.48 feet; thence North 13° 47' 45" West, a distance of 20.10 feet; thence South 89° 17' 37" West, a distance of 160.77 feet; thence South 89° 17' 37" West, a distance of 1166.12 feet; thence North 0° 56' 17" West, a distance of 654.18 feet; thence North 0° 54' 34" West, a distance of 473.26 feet; thence North 0° 56' 37" West, a distance of 49.63 feet; thence North 0° 56' 38" West, a distance of 135.00 feet; thence North 0° 56' 38" West, a distance of 135.00 feet; thence North 0° 56' 38" West, a distance of 64.48 feet; thence North 0° 56' 38" West, a distance of 70.47 feet; thence North 0° 56' 38" West, a distance of 135.05 feet; thence North 0° 56' 38" West, a distance of 134.97 feet; thence North 0° 56' 38" West, a distance of 135.03 feet; thence North 0° 56' 38" West, a distance of 135.00 feet; thence North 0° 56' 37" West, a distance of 138.57 feet; thence North 0° 56' 38" West, a distance of 207.16 feet; thence North 89° 7' 14" East, a distance of 159.28 feet; thence North 0° 57' 32" West, a distance of 150.00 feet; thence North 89° 7' 14" East, a distance of 235.00 feet; thence North 89° 7' 18" East, a distance of 265.00 feet; thence North 89° 7' 13" East, a distance of 662.59 feet to the POINT OF BEGINNING.

Contains 234.89 acres more or less.

Part 2

Beginning at a point, said point being North 1° 1' 17" West for a distance of 37.94 feet and South 87° 57' 9" West, a distance of 332.70 feet from the Southwest Quarter Corner of Section 7 or POINT OF BEGINNING; and running thence South 87° 57' 9" West, a distance of 1489.66 feet; thence North 1° 51' 44" West, a distance of 392.09 feet; thence South 88° 8' 16" West, a distance of 147.00 feet; thence South 1° 51' 44" East, a distance of 392.57 feet; thence South 87° 57' 9" West, a distance of 127.87 feet; thence North 1° 51' 43" West, a distance of 150.00 feet; thence South 88° 8' 1" West, a distance of 63.56 feet; thence North 17° 27' 21" East, a distance of 163.48 feet; thence North 24° 30' 3" East, a distance of 168.07 feet; thence North 10° 12' 11" East, a distance of 194.20 feet; thence North 38° 57' 56" West, a distance of 60.14 feet; thence North 13° 33' 36" West, a distance of 94.97 feet; thence North 6° 23' 22" West, a distance of 182.91 feet; thence North 6° 36' 31" East, a distance of 118.79 feet; thence North 29° 33' 38" East, a distance of 36.01 feet; thence North 41° 39' 23" West, a distance of 59.53 feet; thence North 7° 3' 3" West, a distance of 80.61 feet; thence North 0° 34' 22" West, a distance of 85.16 feet; thence North 66° 56' 25" East, a distance of 19.56 feet; thence North 89° 8' 42" East, a distance of 70.75 feet; thence North 89° 8' 43" East, a distance of 1639.06 feet; thence South 0° 51' 16" East, a distance of 342.00 feet; thence North 89° 8' 44" East, a distance of 323.00 feet; thence South 0° 51' 16" East, a distance of 659.41 feet; thence South 89° 8' 44" West, a distance of 292.00 feet; thence South 0° 51' 16" East, a distance of 297.00 feet to the POINT OF BEGINNING.

Contains 55.46 acres more or less.

Cooperative Agreement

BETWEEN
BOX ELDER COUNTY
AND
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WILDLIFE RESOURCES

Pursuant to Utah Code §23A-2-401, this COOPERATIVE AGREEMENT is made and entered into upon the date of 07/01/2024, between the State of Utah, Department of Natural Resources, Division of Wildlife Resources (UDWR) and Box Elder County for completion of the *Phragmites and Invasive Weed Control FY25 (WRI # 6925)* proposed through the Watershed Restoration Initiative (WRI).

The term of this Agreement will be from July 1, 2024 through June 30, 2025.

The Parties agree as follows:

1. UDWR will:
 - a. Reimburse actual costs incurred up to \$15,000 for the completion of the *Phragmites and Invasive Weed Control FY25 (WRI # 6925)*
 - b. UDWR will assist with entering of project completion reports as needed.
 - c. The contract monitor(s) at UDWR will be:

Daniel Eddington	Chad Cranney
danieleddington@utah.gov	chadcranney@utah.gov
435 820-6024	435 854-3610
2. Box Elder County will:
 - a. Will control Phragmites (common reed) in wetland areas throughout the county primarily using ground spraying equipment on ATV/UTV and truck mounted sprayers.
 - b. Oversee project work and ensure that project managers submit completion reports in the WRI online database within 3 months of completion of project or by August 31, 2025.

All provisions of Attachment A and Attachment B are incorporated into and become a part of this Cooperative Agreement. If provisions of the Cooperative Agreement conflict, the order of precedence shall be (i) Attachment A; (ii) Cooperative Agreement signature page; and (iii) Attachment B.

SIGNATURES ON FOLLOWING PAGE

Agreed to by:



Box Elder County

9-18-2024
Date

Division of Wildlife Resources/Deputy Director

Date

Division of Wildlife Resources/Financial Manager

Date

State of Utah/Division of Finance

Date

ATTACHMENT A – STANDARD TERMS AND CONDITIONS

1. **INVOICING:** The Parties agree to share records with one another detailing expenditures pursuant to the Cooperative Agreement on a quarterly basis, and to reconcile all accounts no later than June 30 annually. The Cooperative Agreement number shall be listed on all invoices, freight tickets, and correspondence.
2. **LAWS AND REGULATIONS:** Each Party shall be responsible for ensuring their individual compliance with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure, certification, and permitting requirements.
3. **CONFLICT OF INTEREST:** PARTNER represents that none of its officers or employees are officers or employees of UDWR or the State of Utah, unless prior written disclosure has been made to UDWR.
4. **RECORDS ADMINISTRATION:** PARTNER shall maintain all records necessary to properly account for PARTNER's performance and the payments it receives from UDWR pursuant to this Cooperative Agreement. These records shall be retained by PARTNER for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. PARTNER agrees to allow, at no additional cost, the State of Utah, federal auditors, and UDWR staff, access to all such records.
5. **TERMINATION:** This Cooperative Agreement may be terminated with cause by UDWR in advance of the specified expiration date by providing prior written notice to PARTNER. PARTNER will be given ten (10) days after written notification to correct and cease the violations, after which this Cooperative Agreement may be terminated for cause immediately. This Cooperative Agreement may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. UDWR and PARTNER may terminate this Cooperative Agreement, in whole or in part, at any time, by mutual agreement in writing. Upon termination of the Cooperative Agreement, PARTNER shall be compensated for eligible services properly performed up to the effective date of the notice of termination. In no circumstance shall UDWR be responsible for any costs for services unsatisfactorily performed, outside of the scope of the project proposal, performed after the effective date of the notice of termination, or for costs exceeding the reimbursable total identified herein.
6. **GOVERNING LAW AND VENUE:** This Cooperative Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Cooperative Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

7. **DEBARMENT:** PARTNER certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. PARTNER must notify the UDWR within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Cooperative Agreement term.

8. **LIABILITY:** Each Party shall be responsible for any claims, losses, suits, actions, damages, and costs of every name and description arising out of their own performance under this Cooperative Agreement. If one or more parties are found negligent, they each shall bear their proportionate share of any allocated fault or responsibility. Nothing herein shall be construed as waiving any immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101 through 63G-7-904.

ATTACHMENT B – PROJECT PROPOSAL