
**INTERLOCAL AGREEMENT REGARDING ROADWAY
IMPROVEMENTS FOR THE PROPOSED NORDIC VILLAGE
PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2, AND 3**

THIS INTERLOCAL AGREEMENT REGARDING ROADWAY IMPROVEMENTS FOR THE PROPOSED NORDIC VILLAGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1, 2, AND 3 (the “**Agreement**”) is made this __ day of November, 2024 by and between Weber County, Utah, a body politic and political subdivision of the State of Utah (the “**County**”) and Nordic Village Public Infrastructure District Nos. 1, 2, and 3, each a political subdivision of the State of Utah (each a “**District**” and collectively, the “**Districts**”), with reference to the following facts:

W I T N E S S E T H:

WHEREAS, the County will approve the creation of the Districts on or around November 20, 2024; and

WHEREAS, the Districts will sign this interlocal into effect at their first board meeting; and

WHEREAS, the Districts intend to provide for the development of a resort-oriented development in and around Nordic Valley Ski Resort with single and multi-family dwelling units, hotel rooms, commercial space, and resort amenities, including new ski lifts, trails, a tubing hill, an ice skating rink, a summer amphitheater, parks, and a pond with a boathouse, on approximately 512 acres of land (the “**Project**”), located at approximately 3567 East Nordic Valley Road in an unincorporated area of the County (the “**Project Area**”); and

WHEREAS, in connection with the Districts’ development and construction of the Project, the County requires that the Districts design and construct certain roadway improvements, including rights-of-way, curb, gutter, sidewalk, and streets, on or adjacent to the Project Area, as more particularly depicted on **Exhibit B** attached hereto and incorporated herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions pertaining to the Districts’ construction of the Improvements (defined below), as more particularly described herein. The terms and conditions set forth herein are expressly conditioned upon the Districts proceeding with the construction of the Project.

3. Improvements. The term “**Improvements**,” as used herein, means roadway

improvements, including their rights-of-way, curb, gutter, sidewalk, and streets, in the locations depicted on **Exhibit B** attached hereto. The Improvements shall be completed at the expense of the Districts in a good and workmanlike manner in accordance with this Section 3.

- A. Plans. Prior to commencing any construction or installation of the Improvements, the Districts and the County shall work together to design and approve plans and specifications for the Improvements (the “**Plans**”). To the extent the County requests any changes or modifications to the Plans following such approval, if the change results in an increase in the overall cost to design, construct and install the Improvements, the amount of such increase in cost shall be borne solely by the County. Notwithstanding anything herein to the contrary, the Improvements shall be in compliance with all laws and of a type and quality substantially similar to other improvements constructed, installed and/or owned by the County.
- B. Location of the Improvements. The Improvements shall be located approximately in the locations set forth on **Exhibit B**. However, the Districts reserve the right to modify the exact location of the Improvements if such modification is necessary or appropriate to facilitate the development of the Project Area and the construction of the Project. Such modification may include, by way of example but not by limitation, relocating one or more of the Improvements. To the extent any of the Improvements are located on land other than the Project Area, as described on **Exhibit A**, the Districts and the County shall use good faith efforts to facilitate access from property owners for the Districts and its contractors and agents to such property.
- C. Construction of the Improvements. Prior to the commencement of construction of the Improvements, the Districts and the County shall enter into an interlocal government agreement in form and substance reasonably acceptable to the parties. Thereafter, the Improvements shall be constructed in a good and workmanlike manner in accordance with such agreement and all applicable laws, rules and regulations. The County shall have a reasonable right of inspection during the construction of the Improvements.
- D. Completion of Improvements. Upon the Districts’ completion of construction of the Improvements, the Districts shall notify the County that the Improvements have been completed in accordance with this Agreement. The date of such notification shall be known as the “**Notification Date**.” The County shall have thirty (30) days (the “**Approval Date**”) from the Notification Date to notify the Districts of any deficiencies in the Improvements. If the County fails to notify the Districts within such thirty (30) day period, the County shall be deemed to have approved and accepted the Improvements and agreed that the Improvements substantially conform to this Agreement and the Plans agreed to by the Parties in accordance with Section 3.

4. Post-Construction Documents and Agreements. Within a reasonable period of time following the Approval Date, the Districts shall execute and deliver to the County one or more

of the following, as may be necessary or appropriate, in the Districts' reasonable discretion, to grant to the County perpetual access to and use of the Improvements: (a) a perpetual easement in favor of the County granting the County an easement and right of way for the maintenance, operation and repair of the Improvements; (b) a bill of sale conveying any portion of the Improvements constituting personal property to the County, and (c) any other document or agreement reasonably necessary or appropriate, in each case free and clear of all liens and encumbrances.

5. County's Obligation to Maintain Improvements. Following the Approval Date, the County shall be solely responsible, at its sole cost and expense, to maintain, repair and keep the Improvements in good operating condition and repair including, without limitation, the repair and replacement of the Improvements as may be necessary or appropriate. If and to the extent the County fails to do so, the Districts may, but shall not be obligated to, perform such maintenance and repair obligations, and the County shall, upon demand, reimburse the Districts for all costs and expenses incurred in connection therewith.

6. Assignment. This Agreement may be assigned by the Districts with the prior written consent of the County, so long as the assignee has the financial capability to perform the terms of this Agreement as determined by the Districts in their reasonable discretion. In the event the Districts desire to assign their rights and obligations herein, they shall so notify the County in writing, together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein. The Districts' pledging of part or all of the Project Area as security for financing shall also not be deemed to be an "assignment" unless specifically designated as such an assignment by the Districts.

7. Interlocal Cooperation Act. In accordance with the requirements of the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101, *et seq.* (the "**Cooperation Act**"), the Parties agree as follows:

- A. This Agreement shall be authorized by a resolution of the legislative body of each party to this Agreement (each, a "**Party**" and together, the "**Parties**"), pursuant to and in accordance with the provisions of Section 11-13- 202.5 of the Cooperation Act;
- B. The term of this agreement shall terminate on the earlier to occur of (1) the Approval Date following completion of all of the Improvements or (2) fifty (50) years from the date of execution hereof.
- C. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act;
- D. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

E. The Chair of the County and the Chair of the District area hereby designated as the administrators to administer all joint or cooperative undertakings pursuant to Section 11-13-207 of the Cooperation Act.

8. Modifications. This Agreement shall not be amended or modified except by subsequent written agreement signed by the parties.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

10. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

11. Governing Law. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Agreement.

12. Attorneys' Fees. If any legal action, arbitration or other proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including any appeal of such action or proceeding, in addition to any other relief to which that party may be entitled.

13. No Third-Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the County and/or the Districts. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development. Further, the parties agree that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Project Area until the Districts have conveyed the Improvements to the County, at which time all rights and responsibilities (except for warranty obligations of the Districts as expressly set forth herein) for the Improvements shall be the County's. Except to the extent arising out of the Districts' gross negligence or willful misconduct, the County shall indemnify, defend and hold the Districts harmless from and against any and all losses, costs, claims and liabilities, including reasonable attorneys' fees and costs, arising out of or related to the Improvements following the Approval Date. Notwithstanding the foregoing, the Districts acknowledge and agree that the County is a governmental entity under the Governmental Immunity Act of Utah, and nothing in this Agreement shall be construed as a waiver of any protections, rights, or defenses applicable to the County under the Act, including the provisions of Utah Code Ann. § 63G-7-604, as amended, regarding limitations of judgments.

14. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received

by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or E-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section:

To the Districts:

Nordic Village Public Infrastructure District Nos. 1-3
730 North 1500 West
Orem, Utah 84057
Attn: Brook Cole
(801) 592-6132
bcole@gwccap.com

With a copy to:

Clyde Companies
730 North 1500 West
Orem, Utah 84057
Attn: Brandon Hale, General Counsel
(801) 270-6717
bhale@clydeinc.com

To the County:

Weber County
Weber Center
2380 Washington Blvd.
Ogden, Utah 84401
Attn: Office of Economic Development
Phone 801-399-8419

15. Authority. Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

16. Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or electronic signature page were an original thereof.

17. Dispute Resolution. If a dispute arises regarding this Agreement, the parties shall first attempt informal negotiations to resolve the dispute before taking legal action. If that fails, then the parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action.

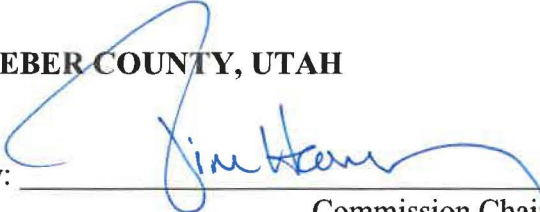
18. Survivability. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.

19. Waiver. No waiver of any right under this Agreement will be effective unless there is a knowing, voluntary relinquishment of a known right in writing and signed by the party making the waiver. No delay in acting regarding any breach will be construed as a waiver of the breach.

[Signatures on the following page]

WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above in the opening paragraph.

WEBER COUNTY, UTAH

By: , Commission Chair 11-19-2024

APPROVED AS TO FORM:

ATTEST:

By: , Clerk/Auditor

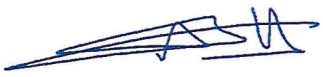
By: , Deputy Attorney



**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: 
Chair

ATTEST:

By: 
Clerk/Secretary

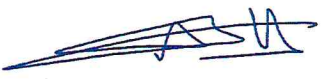
APPROVED AS TO FORM:

By: 
District Counsel

**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 2**

By: 
Chair

ATTEST:

By: 
Clerk/Secretary

APPROVED AS TO FORM:

By: 
District Counsel

**NORDIC VILLAGE PUBLIC
INFRASTRUCTURE DISTRICT NO. 3**

By: 
Chair

ATTEST:

By: 
Clerk/Secretary

APPROVED AS TO FORM:

By: 
District Counsel

EXHIBIT A

Project Area Description

A PARCEL OF LAND LOCATED IN SECTION 32 AND THE SOUTH HALF OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32 AND RUNNING THENCE:

NORTH 00°31'29" EAST 2,715.63 FEET ALONG THE WESTERLY SECTION LINE TO THE WEST QUARTER CORNER OF SAID SECTION 32; THENCE NORTH 00°32'20" EAST 2,716.68 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 88°21'41" EAST 670.66 FEET ALONG THE NORTHERLY SECTION LINE OF SECTION 32; THENCE NORTH 00°38'43" EAST 708.80 FEET; THENCE NORTH 00°38'43" EAST 635.03 FEET; THENCE NORTH 89°33'56" EAST 535.62 FEET; THENCE SOUTH 04°33'34" WEST 11.11 FEET; THENCE SOUTH 89°31'36" EAST 1,124.87 FEET; THENCE SOUTH 89°41'49" EAST 290.39 FEET TO THE WESTERLY LINE OF 3500 EAST STREET (ALSO KNOWN AS NORDIC VALLEY HIGHWAY; THENCE SOUTH 01°20'16" WEST 324.85 FEET ALONG SAID WESTERLY LINE OF 3500 EAST STREET; THENCE SOUTH 89°00'28" EAST 125.63 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 89°00'28" EAST 1213.96 FEET ALONG THE SOUTHERLY LINE OF NORDIC VALLEY ROAD; THENCE SOUTH 04°10'10" WEST 177.57 FEET; THENCE SOUTH 05°00'53" EAST 189.82 FEET; THENCE SOUTH 04°10'11" WEST 803.19 FEET TO A POINT ON THE WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF NORDIC VALLEY ESTATES NO. 1 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. SOUTH 03°10'34" EAST 410.00 FEET; 2. SOUTH 20°09'33" WEST 442.42 FEET 3. THENCE SOUTH 04°34'18" WEST 516.27 FEET 4. THENCE SOUTH 59°40'34" EAST 228.65 FEET; THENCE SOUTH 30°19'26" WEST 300.00 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. NORTH 59°40'34" WEST 200.02 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 542.12 FEET AND A CENTRAL ANGLE OF 20°00'02"; 2. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 189.24 FEET; 3. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 39°40'34" WEST, A DISTANCE OF 233.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 302.09 FEET AND A CENTRAL ANGLE OF 33°59'57"; 4. NORTHWESTERLY ALONG THE ARC A DISTANCE OF 179.26 FEET; 5. THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 05°40'34" WEST, A DISTANCE OF 252.68 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 22°04'17"; 6. NORTHERLY ALONG THE ARC A DISTANCE OF 202.24 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 17°19'26" EAST, A DISTANCE OF 545.66 FEET; THENCE NORTH 67°11'17" WEST 450.00 FEET; THENCE NORTH 67°10'47" WEST 149.90 FEET TO A POINT ON THE EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID EASTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. NORTH 08°42'02" WEST 37.40 FEET TO A POINT ON A 106.24 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 81°17'58" WEST; 2. NORTHWESTERLY 92.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°58'55" (CHORD BEARS NORTH 33°41'29" WEST 89.77 FEET) TO A POINT ON A 125.00 FEET FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 31°19'03" EAST; 3. NORTHWESTERLY 128.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°58'55" (CHORD BEARS NORTH

29°11'30" WEST 123.07 FEET); 4. NORTH 00°17'58" EAST 59.09 FEET; SOUTH 89°42'02" EAST 7.93 FEET; THENCE NORTH 01°20'16" EAST 20.04 FEET; THENCE NORTH 89°42'02" WEST 348.06 FEET; THENCE SOUTH 62°03'22" WEST 517.63 FEET; THENCE SOUTH 34°41'57" EAST 80.00 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 2 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 01°41'59" EAST 987.73 FEET; 2. SOUTH 34°42'03" EAST 1,736.48 FEET; 3. SOUTH 55°52'02" EAST 1,014.59 FEET; 4. SOUTH 71°29'02" EAST 531.56 FEET; 5. SOUTH 78°42'02" EAST 50.00 FEET; 6. SOUTH 11°17'58" WEST 121.53 FEET; 7. SOUTH 13°34'21" WEST 49.93 FEET; 8. SOUTH 73°59'14" EAST 237.98 FEET TO A POINT ON THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION; THENCE ALONG SAID WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SUBDIVISION THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: 1. SOUTH 20°30'14" WEST 70.78 FEET; 2. SOUTH 01°30'14" WEST 140.39 FEET; 3. SOUTH 16°30'14" WEST 134.78 FEET; 4. SOUTH 28°29'46" EAST 132.50 FEET; 5. SOUTH 19°30'14" WEST 96.54 FEET; 6. SOUTH 09°30'14" WEST 253.28 FEET; 7. SOUTH 45°30'14" WEST 140.34 FEET; 8. SOUTH 09°14'14" WEST 190.45 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT; THENCE SOUTH 18°30'14" WEST 119.54 FEET ALONG THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 SECOND AMENDMENT THROUGH THE WESTERLY LINE OF SILVER BELL ESTATES NO. 1 FIRST AMENDMENT; THENCE NORTH 73°14'16" WEST 205.08 FEET; THENCE SOUTH 29°45'14" WEST 140.00 FEET; THENCE SOUTH 38°29'04" WEST 254.04 FEET; THENCE SOUTH 09°12'14" WEST 60.00 FEET; THENCE NORTH 84°26'14" EAST 45.91 FEET; THENCE SOUTH 05°33'43" EAST 50.00 FEET; THENCE SOUTH 84°26'14" WEST 220.00 FEET; THENCE SOUTH 29°36'02" WEST 302.03 FEET; THENCE SOUTH 88°56'52" WEST 892.75 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTH QUARTER CORNER OF SECTION 32; THENCE SOUTH 88°58'48" WEST 2,679.23 FEET ALONG THE SOUTHERLY SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 32 TO THE POINT OF BEGINNING.

CONTAINING 22,289,045 SQUARE FEET OR 511.69 ACRES, MORE OR LESS.

EXHIBIT B

Anticipated Location of Improvements

WEBER COUNTY, UTAH
2380 Washington Boulevard
Ogden, Utah 84401

NOTICE OF PRELIMINARY INTENT TO OWN, OPERATE, AND MAINTAIN IMPROVEMENTS FINANCED BY NORDIC VILLAGE PID NOS 1-3

DATE: October 2, 2024

TO WHOM IT MAY CONCERN:

Please be advised that the Nordic Village Public Infrastructure District Nos. 1-3 (the "PIDs") have submitted a request to Weber County, Utah (the "County"), requesting the County own, operate, and maintain publicly dedicated roads and trails (collectively, the "Improvements") relating to the existing and future infrastructure improvements proposed in conjunction with the Nordic Village development, located at approximately 3567 Nordic Valley Way, Eden, UT 84310 (the "Resort"). Improvement intended to be dedicated to the County are depicted on the attached Exhibit A and include:

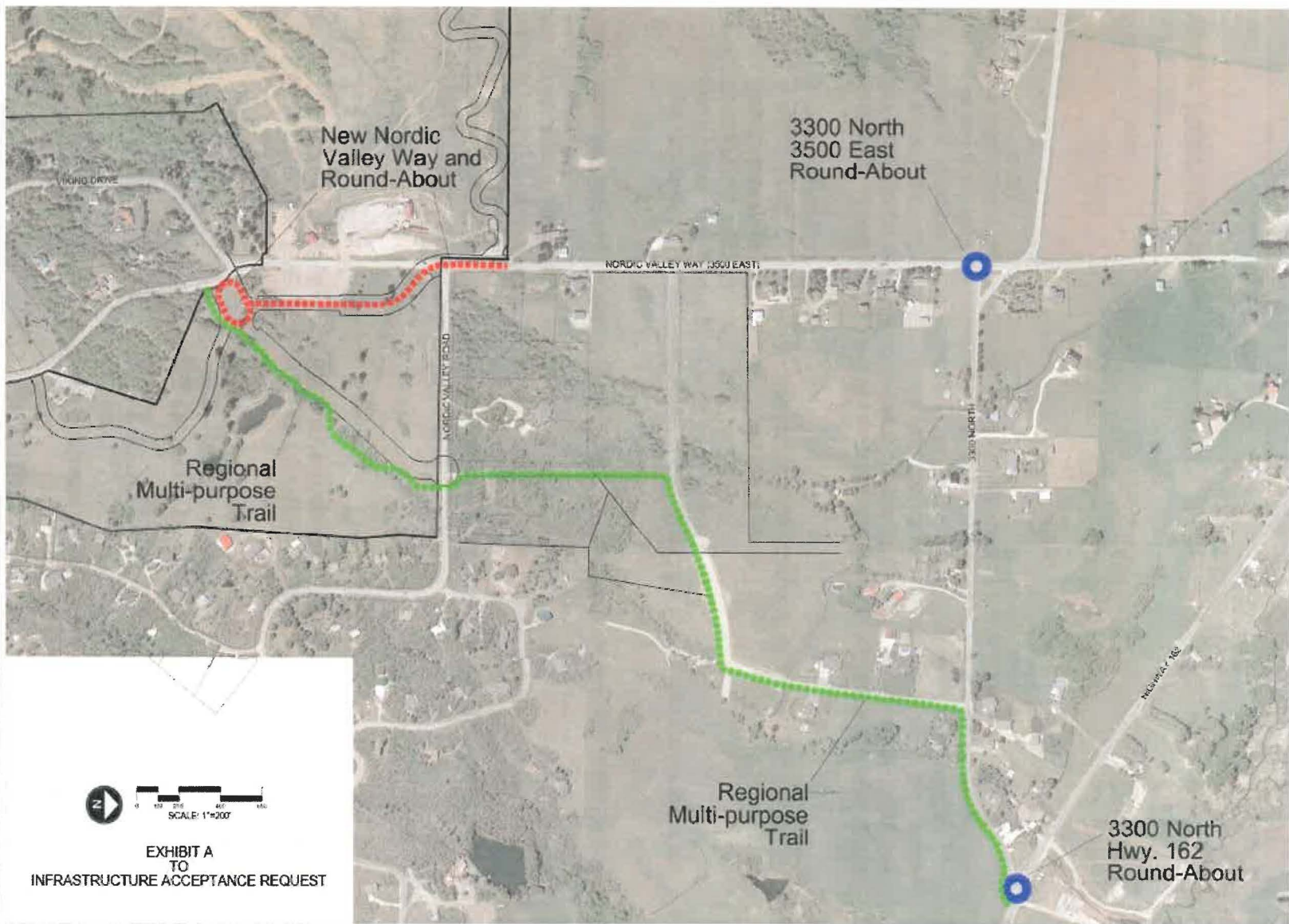
- New section of approximately of Nordic Valley Way (3500 East) and a round-about at the intersection of Viking Drive and 3500 East
- Round-About at approximately 3300 North 3500 East
- Round About at approximately 330 North and Highway 162
- A regional multi-purpose trail connection from approximately Viking Drive and 3500 East intersection to Highway 162

The County agrees to own, operate, and maintain the Improvements, subject to the PIDs and/or the Resort's completion of the Improvements in compliance with the County's permitting requirements and construction in accordance with the standards and specifications of the County and payment of any applicable fees relating to the Improvements. The County acknowledges that nothing in this letter shall obligate the PIDs or the Resort to construct any Improvements for dedication to the County unless required by separate agreement with the County.

Sincerely,

Brook Cole

Brook Cole
Manager, Nordic Village Venture, LLC





 SCALE: 1"=200'
 EXHIBIT A
 TO
 INFRASTRUCTURE ACCEPTANCE REQUEST



NORDIC VILLAGE
SITE DEVELOPMENT PLANS
 3867 NORDIC VALLEY WAY
 EDEN UT 84310



DATE	OCTOBER 2024
PROJECT	1813251.03
DRAWN BY	PL
REVIEWED BY	PL
VERSION	
REVISIONS	

SHEET TITLE	PID EXHIBIT
SHEET NUMBER	

L1.1