

**MINUTES
BOX ELDER COUNTY COMMISSION
MAY 28, 2025**

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 **May 28, 2025**. The following members were present:

Boyd Bingham	Chairman
Lee Perry	Commissioner
Tyler Vincent	Commissioner
Marla R. Young	Clerk

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 11:23 a.m.

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

Boyd Bingham	Chairman
Lee Perry	Commissioner
Tyler Vincent	Commissioner
Marla Young	County Clerk

The prayer was offered by Chairman Bingham.

The Pledge of Allegiance was led by Clerk Marla Young.

APPROVAL OF MINUTES

THE MINUTES OF THE REGULAR MEETING OF, MAY 14, 2025 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER VINCENT AND UNANIMOUSLY CARRIED.

ATTACHMENT NO. 1 - AGENDA

ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION

Agricultural Protection Area Meeting - Commissioner Perry

Commissioner Perry stated that in the last Commission meeting they directed staff to set up a meeting to discuss zoning and agricultural protection areas. The meeting has been scheduled for 6:30 pm on June 10, 2025 at the Fairgrounds Fine Arts Building. He suggested everyone invite anyone that may have an interest to come.

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

There were no ARPA/LATCF items discussed.

BOX ELDER COUNTY EMPLOYEE RECOGNITION

Commissioner Perry read a letter of nomination recognizing Oakley Sullivan in the Recorder's Office. She was recognized for her hard work and accuracy. She recently found several errors in a plat that would have shed a bad light on the county. She is a team player and takes on large projects. She is delightful to work with.

The Commissioners presented a certificate to Oakley.

PUBLIC INTERESTS / PRESENTATIONS / CONCERNS

Presentation Given by Senator Curtis

Commissioner Perry introduced and welcomed Senator John Curtis.

Senator John Curtis stated that it is an honor to represent Utah in Washington D.C. He has had a great day visiting the county. It has helped to better understand the community and know how he can be of service to the county. He said the county is clean and looks beautiful. He gave a brief overview of the committees he serves on and explained he does a lot with water and land issues. He spoke about the recent tariffs and how they are impacting businesses. He encouraged the citizens of the county to look to him and his team as a resource and to please reach out if they need something.

AUDITOR'S OFFICE

Contest the sale of Property on the 2025 Tax Sale Owned by Nonprofit Sunset Water Company, Parcel 05-107-0083, Account R0093250-Blaine Anderson

Blaine Anderson stated he would like to contest the tax sale. He explained that there was confusion on not receiving tax notices and the property should be exempt status due to it being a non profit organization. He said the notices were sent to the person who subdivided the property, so notices were not received. He said the property was sold at the tax sale for \$10,000 and taxes were only \$600.00. He asked the Commission to void the sale due to the errors made. He said they are a private water company.

Attorney Stephen Hadfield said the sale may be voided if irregularities have been found.

Assessor Kory Wilde gave background information on the parcel. He said in 2020, the parcel did not exist. Deeds should have been recorded in 2013 and it wasn't corrected until 2021. The parcel is a water system and does not get assessed.

MOTION: Commissioner Perry made a motion to void the tax sale parcel #05-107-0083 because of irregularities discovered. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

COMMUNITY DEVELOPMENT

Resolution #25-05 Box Elder County Committing to not Charge Impact Fees Related to Moderate Income Housing-Scott Lyons

Community Development Director Scott Lyons explained Resolution #25-05 is associated with impact fees for moderate housing requirements per state legislation passed a few years ago. It is an effort to keep the housing crisis down by not charging impact fees related to moderate income housing.

MOTION: Commissioner Perry made a motion to approve Resolution #25-05. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 2 - Resolution #25-05

Resolution #25-06 Box Elder County Committing to not Charge Impact Fees Related to Accessory Dwelling Units-Scott Lyons

Community Development Director Scott Lyons explained Resolution #35-06 is associated with impact fees for accessory dwelling requirements per state legislation passed a few years ago. It is an effort to keep the housing crisis down by not charging impact fees related to moderate income housing.

MOTION: Commissioner Perry made a motion to approve Resolution #35-06. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 3 - Resolution #25-06

Final Decision on Ordinance #624 (zoning map amendment from RR-20 to M-G)-Scott Lyons

Community Development Director Scott Lyons stated Ordinance #624 is a zoning map amendment of 6.29 acres in the Corinne area, just west of Walmart Distribution Center. It is currently zoned as RR20 and they are requesting M-G. It went before the Planning Commissioner and a public hearing was held. The only person who spoke was the requestor. The Planning Commission recommended approval.

MOTION: Commissioner Vincent made a motion to adopt ordinance #624. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 4 - Ordinance #624

Ordinance #622 - Text Amendment to Section 6-1-240 (I)-Scott Lyons

Community Development Director Scott Lyons stated Ordinance #622 is a text amendment to section 6-1-240 (I) of the Land Use Management Code regarding water and wells.

MOTION: Commissioner Vincent made a motion to approve Ordinance #622. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 5 - Ordinance #622

Subdivision Improvement Agreement #25-25 for the Cedar Ridge Subdivision Phase 2-Scott Lyons

Community Development Director Scott Lyons explained Agreement #25-25 is a subdivision improvement agreement for Cedar Ridge Subdivision Phase 2. It is located north of Deweyville and covers improvements that need to be done at developers expense.

MOTION: Commissioner Perry made a motion to approve the Subdivision Improvement Agreement #25-25 for Cedar Ridge Subdivision Phase 2. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 6 - Agreement #25-25

Historic Orchard Pathway (HOP) Amended Match Agreement #25-36-Scott Lyons

Community Development Director Scott Lyons explained agreement #25-36 is an amended agreement with Willard City. They changed an item regarding funding and a few words in the agreement. The changes have no bearing on the county as everything else was the same.

MOTION: Commissioner Vincent made a motion to approve Amended Agreement #25-36. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 7 - Agreement #25-36

Pending Ordinance - East Garland Plan/Zoning-Scott Lyons

Community Development Director Scott Lyons explained when they might use a pending ordinance. He said they are putting a pending ordinance in place to put a hold on any zoning changes for six months to complete the community plan in East Garland. If it isn't completed within that time frame, the moratorium will expire.

MOTION: Commissioner Vincent made a motion to approve the pending ordinance. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

WEED DEPARTMENT

Noxious Weed Grant Contract #25-35-Wyatt Freeze

Weed Supervisor Wyatt Freeze explained Contract #25-35 is with the state in the amount of \$9,000.00 to address Class 1B Noxious weeds for the year 2025.

MOTION: Commissioner Perry made a motion to approve Contract #25-35. The motion was seconded by Commissioner Vincent and unanimously carried on a roll call vote of Chairman Bingham voting Yea, Commissioner Perry voting Yea, and Commissioner Vincent voting Yea.

ATTACHMENT NO. 8 - Contract #25-35

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

Chairman Bingham explained the guidelines for the public comment period.

DeAnna Hardy of Brigham City said the Box Elder Committee of Liberty opposes any tax increase or taxes for contracting library services. It is not a correct principle to force others to pay for services they don't use or support. Books that distort the truth or teach false information should not be in our libraries. It was unethical for people to show signs "Give me a library card" invokes an entitlement mentality. She feels that United Way is part of Agenda 21. She asked why does the government keep ignoring liberty and justice for all. The government needs to change course and protect our liberty and justice for all.

WARRANT REGISTER – COMMISSIONERS

The Warrant Register was signed and the following claims were approved: Claim numbers 126609 through 126698 in the amount of \$446,446.61 with voided claim number 126551.

PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS

Employee Name:	Department:	Change:	Effective Date:
BROWN, JUSTIN	ATTORNEY'S OFFICE	NEW HIRE	5/16/2025
CROCKETT, BRIAN	SHERIFF'S OFFICE	NEW HIRE	5/25/2025
RAMIREZ, RICHARD A.	LANDFILL	REHIRE	5/27/2025
STAATS, RYAN	ATTORNEY'S OFFICE	REHIRE	5/22/2025
STAATS, RYAN	ATTORNEY'S OFFICE	CELL PHONE ALLOWANCE	5/22/2025
GIBBS, RENO	FAIRGROUNDS	REHIRE	5/22/2025
ERICKSON, GABRIEL	LANDFILL	NEW HIRE	5/20/2025
BURDICK, BO - LESLEY	LANDFILL	REHIRE	5/20/2025
DAVIS, MARCOS	ROAD DEPARTMENT	NEW HIRE	5/19/2025
COOMBS, COLTER	FAIRGROUNDS	NEW HIRE	5/27/2025
COOMBS, COLTER	FAIRGROUNDS	CELL PHONE ALLOWANCE	5/27/2025

CLOSED SESSION

Strategy session to discuss pending or reasonably imminent litigation and the discussion of the character, professional competence, or physical or mental health of an individual.

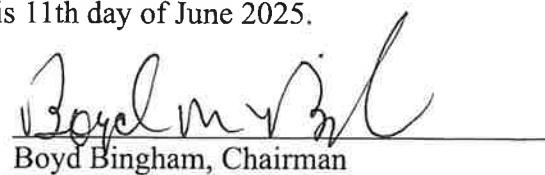
MOTION: At 12:25 p.m a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Vincent and unanimously carried.

MOTION: At 12:31 p.m. a motion was made by Commissioner Vincent to reconvene into regular commission meeting. Commissioner Perry seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.

ADJOURNMENT

A motion was made by Commissioner Perry to adjourn. Commissioner Vincent seconded the motion, and the meeting adjourned at 12:32 p.m.

ADOPTED AND APPROVED in regular session this 11th day of June 2025.



Boyd Bingham, Chairman



Lee B. Perry
Lee Perry, Commissioner



Tyler Vincent
Tyler Vincent, Commissioner

ATTEST:



Marla R. Young

Marla R. Young, Clerk



COUNTY COMMISSION MEETING
Commission Chambers, 01 South Main Street, Brigham City, Utah 84302
Wednesday, May 28, 2025 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 May 28, 2025 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah. Please be advised that a member of the Board of Commissioners may not be present at the upcoming meeting in person, but may participate via phone or other electronic means.*

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: Chairman Bingham
- B. Pledge of Allegiance Given by: Clerk Marla Young
- C. Approve Minutes May 14, 2025

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. 11:38 Presentation Given by Senator Curtis

9. AUDITOR'S OFFICE

- A. 11:53 Contest the sale of Property on the 2025 Tax Sale Owned by Nonprofit Sunset Water Company. Parcel 05-107-0083, Account R0093250-Blaine Anderson

10. COMMUNITY DEVELOPMENT

- A. 11:58 Resolution #25-05 Box Elder County Committing to not Charge Impact Fees Related to Moderate Income Housing-Scott Lyons
- B. 12:00 Resolution #25-06 Box Elder County Committing to not Charge Impact Fees Related to Accessory Dwelling Units-Scott Lyons
- C. 12:02 Final Decision on Ordinance #623 (zoning map amendment from RR-20 to M-G)-Scott Lyons

- D. 12:04 Ordinance #622 - Text Amendment to Section 6-1-240 (I)-Scott Lyons
- E. 12:06 Subdivision Improvement Agreement #25-25 for the Cedar Ridge Subdivision Phase 2-Scott Lyons
- F. 12:08 Historic Orchard Pathway (HOP) Amended Match Agreement #25-36-Scott Lyons
- G. 12:10 Pending Ordinance - East Garland Plan/Zoning-Scott Lyons

11. WEED DEPARTMENT

- A. 12:12 Noxious Weed Grant Contract #25-35-Wyatt Freeze

12. 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.

13. WARRANT REGISTER

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

15. CLOSED SESSION

16. ADJOURNMENT

Prepared and posted this 23rd day of May, 2025. Mailed to the Box Elder News Journal and the Leader on the 23rd of May, 2025. 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.

BOX ELDER COUNTY
RESOLUTION 25-05

MODERATE INCOME HOUSING REPORT

**A RESOLUTION OF BOX ELDER COUNTY, UTAH, FOR COMMITTING TO NOT CHARGE
IMPACT FEES RELATED TO MODERATE INCOME HOUSING.**

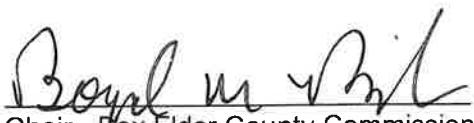
WHEREAS, Utah Code Annotated Section 17-27a-408 requires Box Elder County (hereafter "County") to submit an annual "Moderate Income Housing Report" (hereafter "Report") to the Housing and Community Development Division with the Department of Workforce Services;

WHEREAS, Utah Code Annotated Section 17-27a-403 mandates that Box Elder County choose from a list of strategies to enhance moderate income housing. In Resolution 23-01, Box Elder County has decided, as a strategy, to reduce, waive, or eliminate impact fees associated with moderate income housing by committing to not charging these fees.

WHEREAS, the County has prepared and will submit its annual Report and now desires to adopt this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Box Elder County, Utah, that the County is committed to not charge impact fees, for the period of one year, related to moderate income housing. This Resolution is effective immediately upon passage and approval.

PASSED AND ADOPTED by the County Commission on this 28th day of May, 2025.


Chair - Box Elder County Commission

VOTING:

Vincent	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bingham	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Perry	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

ATTEST:



County Clerk

BOX ELDER COUNTY
RESOLUTION 25-06

MODERATE INCOME HOUSING REPORT

**A RESOLUTION OF BOX ELDER COUNTY, UTAH, FOR COMMITTING TO NOT CHARGE
IMPACT FEES RELATED TO ACCESSORY DWELLING UNITS.**

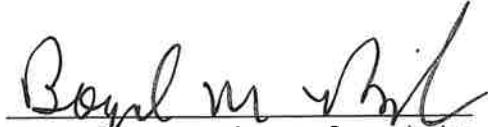
WHEREAS, Utah Code Annotated Section 17-27a-408 requires Box Elder County (hereafter "County") to submit an annual "Moderate Income Housing Report" (hereafter "Report") to the Housing and Community Development Division with the Department of Workforce Services;

WHEREAS, Utah Code Annotated Section 17-27a-403 mandates that Box Elder County choose from a list of strategies to enhance moderate income housing. In Resolution 23-01, Box Elder County has decided, as a strategy, to eliminate impact fees associated with accessory dwelling units by committing to not charging these fees.

WHEREAS, the County has prepared and will submit its annual Report and now desires to adopt this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the County Commission of Box Elder County, Utah, that the County is committed to not charge impact fees, for the period of one year, related to accessory dwelling units. This Resolution is effective immediately upon passage and approval.

PASSED AND ADOPTED by the County Commission on this 28th day of April, 2025.

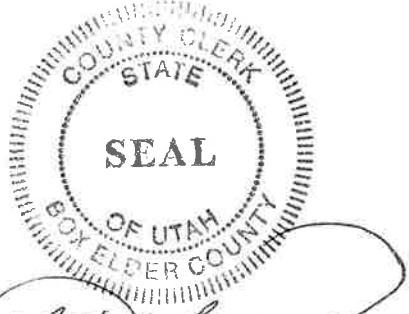

Chair - Box Elder County Commission

VOTING:

Vincent	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bingham	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Perry	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

ATTEST:


County Clerk





ORDINANCE NO. 624

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING APPROXIMATELY 6.29 ACRES LOCATED IN THE CORINNE AREA FROM RR-20 (RURAL RESIDENTIAL - 20,000 SQ. FT.) TO M-G (GENERAL INDUSTRIAL) ZONE.

WHEREAS, the applicant is requesting that the property described herein be zoned from RR-20 (Rural Residential - 20,000 sq. ft.) to M-G (General Industrial) zone; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on May 15, 2025, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed rezone and amendment to the zoning map is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

WHEREAS, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the zoning map as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on May 28, 2025 to review and discuss this proposed amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the zoning map as set forth below is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve the property to be rezoned are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

NOW THEREFORE, the County Legislative Body of Box Elder County, ordains as follows:

SECTION 1: Zoning Map Amendment. The Zoning Map of Unincorporated Box Elder County is hereby amended by classifying the following described parcels in unincorporated Box Elder County from RR-20 (Rural Residential - 20,000 sq. ft.) to M-G (General Industrial) zone:

PARCEL 04-078-0034

A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 83 LOCATED 3785.89 FEET NORTH 00°24'22" EAST ALONG THE WEST LINE OF SAID SECTION AND 1368.33 FEET NORTH 90°00'00" EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 35; RUNNING THENCE NORTH 74°33'17" WEST 813.56 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 12°51'30" EAST 42.65 FEET; THENCE NORTH 02°30'01" EAST 220.29 FEET; THENCE NORTH 11°07'05" WEST 34.53 FEET; THENCE NORTH 65°35'00" EAST 194.46 FEET; THENCE NORTH 88°38'06" EAST 175.03 FEET; THENCE NORTH 86°25'13" EAST 83.87 FEET; THENCE SOUTH 00°21'04" WEST 248.21 FEET; THENCE SOUTH 74°33'17" EAST 363.18 FEET TO AN EXISTING FENCE CORNER; THENCE SOUTH 02°48'08" WEST 257.38 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING.

SECTION 2: Effective Date. This ordinance shall become effective fifteen (15) days after its passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 28th day of May, 2025, by the Board of County Commissioners of Box Elder County, Utah,



Attest:

Marla Young
Marla Young
Box Elder County Clerk

Commissioner Bingham
Commissioner Perry
Commissioner Vincent

Voting Boyd
Voting Boyd
Voting Boyd

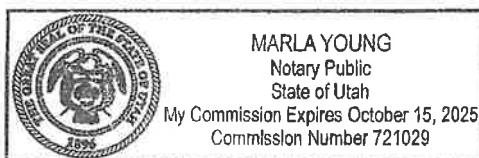
Boyd Bingham
Box Elder County Commission - Chair

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

On this 28th day of May, 2025, personally appeared before me, the undersigned notary public, Boyd Bingham, 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



ORDINANCE NO. 622

AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE TEXT TO SECTION 6-1-240(I), WATER IN SUFFICIENT QUANTITY TO BE THE OBLIGATION OF THE DEVELOPER, IN THE BOX ELDER COUNTY LAND USE MANAGEMENT & DEVELOPMENT CODE.

WHEREAS, a proposal has been made to amend the text to Section 6-1-240(I), Water in sufficient Quantity to be the Obligation of the Developer, in the Box Elder County Land Use Management & Development Code; and

WHEREAS, the Box Elder County Planning Commission scheduled a public hearing on the proposal to amend the text of the Box Elder County Land Use Management & Development code and provided a Class B notice in accordance with Section 2-2-050(B) of the Box Elder County Land Use Management and Development Code and Section 63G-30-102 of the Utah Code; and

WHEREAS, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on May 15, 2025 to allow the general public to comment on this proposed text amendment; and

WHEREAS, after providing for public comment from the general public, the Box Elder County Planning Commission has found and determined that the proposed text amendment is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and will provide for the health, safety, and general welfare of the public and protect the environment; and

WHEREAS, based upon these findings, the Box Elder County Planning Commission has recommended that the Box Elder County Commission amend the text as has been requested; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on May 28, 2025, to review and discuss this proposed amendment; and

WHEREAS, after reviewing and discussing, the Board of County Commissioners of Box Elder County, Utah finds that the amendment to the text as set forth in Exhibit B is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

NOW THEREFORE, the County legislative body of Box Elder County ordains as follows:

SECTION 1: Ordinance Text Amendment Amending the text to Section 6-1-240(I), Water in sufficient Quantity to be the Obligation of the Developer, in the Box Elder County Land Use Management & Development Code is hereby amended to read in its entirety as set forth in Exhibit A.

SECTION 2: Effective Date This ordinance shall become effective fifteen (15) days after its passage.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 28th day of May, 2025, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Bingham
Commissioner Perry
Commissioner Vincent

Voting aye
Voting aye
Voting aye

Boyd Bingham
Box Elder County Commission Chair

Attest:

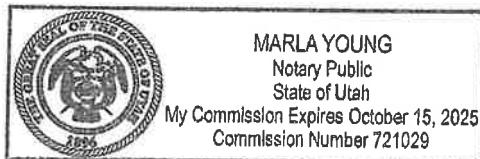
Marla Young
Marla Young
Box Elder County Clerk



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

On this 28th day of May, 2025, personally appeared before me, the undersigned notary public, Boyd Bingham, 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 **Commission Chairman 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

Section 6-1-240(I)

- I. Water in Sufficient Quantity to be the obligation of the developer.
 1. The procurement of water, whether by purchase of water rights, water shares, exchange, or service agreement, shall be the responsibility of the developer; and the water shall be provided for the use of the development in an amount sufficient as per the Fire Code, the Utah Division of Water Rights, and/or the Utah Division of Drinking Water.
 2. Any subdivision using a well for culinary water must have the well water tested and meet the requirements of this Code before the subdivision can be recorded.
 3. Private well(s) for personal use are limited to one (1) lot subdivisions. One (1) well may be shared for up to a 3 lot subdivision if the lots are not within the service area of an existing water provider.

EXHIBIT B

Section 6-1-240(I)

- I. Water in Sufficient Quantity to be the obligation of the developer.
 1. The procurement of water, whether by purchase of water rights, water shares, exchange, or service agreement, shall be the responsibility of the developer; and the water shall be provided for the use of the development in an amount sufficient as per the Fire Code, the Utah Division of Water Rights, and/or the Utah Division of Drinking Water to meet minimum flows of 250 gallons per person per day plus outside irrigation and minimum static pressures of 50 pounds per square inch (psi), unless it can be proved to the Planning Commission that a lesser amount is adequate.
 2. Any subdivision using a well for culinary water must have the well water tested and meet the requirements of this Code before the subdivision can be recorded However, in no event shall the quantity of water provided by the developer be less than that required to meet fire flow standards as established by the County Fire Marshall and the County Commission, and the County Commission shall be given first right of refusal to purchase any excess water formerly used on the land.
 3. Private well(s) for personal use are limited to one (1) lot subdivisions. One (1) well may be shared for up to a 3 lot subdivision if the lots are not within the service area of an existing water provider.

BOX ELDER COUNTY
SUBDIVISION IMPROVEMENT
AGREEMENT 25-25

1. **Parties:** The parties to this Subdivision Improvement Agreement ("the Agreement") are Robert Palmer Buttars and Leann P. Buttars of the Robert Palmer Buttars Revocable Trust dated the 10th day of December, 2015 and the Leann P. Buttars Revocable Trust dated the 10th day of December, 2015, ("the Developer") and Box Elder County, ("the County").
2. **Effective Date:** The Effective Date of this Agreement will be the date that this agreement is approved by the County Commission ("the Commission").

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the unincorporated area of Box Elder County, to be known as Cedar Ridge Subdivision Phase 2 (the "Subdivision"), which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the County seeks to protect the health, safety and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive; and

WHEREAS, the purpose of this Agreement is to protect the County from the cost of completing subdivision improvements itself and is not executed for the benefit of material, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the Box Elder County Land Development & Management Code;

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

3. **Improvements:** The Developer will construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibits A & B attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon final plat approval by the County, will be independent of any obligations of the County contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

4. **Security:** To secure the performance of his obligations hereunder, the Developer will secure a Site Improvement Bond with Merchants Bonding Company on or prior to the effective date, an irrevocable bond in the amount of \$200,745.52, and enter into a Bond Agreement between Developer, County, and Merchants Bonding Company. A copy of which is attached hereto as Exhibit C. The bond will be payable to the County at any time upon presentation of an affidavit executed by an authorized County official stating that the Developer is in default under this Agreement to Merchants Bonding Company.
5. **Standards:** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications as incorporated herein by Exhibits A & B.
6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one year from the date that the County accepts the improvement when completed by the Developer. The 10% contingency designated in the approved cost estimate (Exhibit "B") is to provide for this warranty.
7. **Completion Periods:** The Developer will commence work on the Improvements within one year from the Effective Date of this Agreement (the "Commencement Period") and the Improvements, each and every one of them, will be completed within eighteen (18) months from the Effective Date of this Agreement (the "Completion Period").
8. **Compliance with Law:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling his obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval.
9. **Dedication:** The developer will dedicate to the County or other applicable agency as designated by the County the Improvements listed on Exhibit A and Exhibit B attached hereto and incorporated herein by this reference pursuant to the procedure described in Paragraph 13 below.

COUNTY'S OBLIGATIONS

10. **Plat Approval:** The County will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties if those terms and conditions are consistent with all relevant state laws and local ordinances in effect at the time of final plat approval.
11. **Inspection and Certification:** The County will inspect the Improvements as they are being constructed and, if acceptable to the County Engineer, certify such improvement as being in compliance with the standards and specifications of the County. Such inspection and certification, if appropriate, will occur within five (5) days of notice by the Developer that he desires to have the County inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the County valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the County Engineer does not constitute a waiver by the County of the right to draw funds under the Bond on account of defects in or failure of any improvement that is detected or which occurs following such certification.

12. **Notice of Defect:** The County will provide timely notice to the Developer whenever inspection reveals that an improvement does not conform to the standards and specifications shown on the approved subdivision improvement drawings on file in the Box Elder County Engineering and Surveyor's Office or is otherwise defective. The Developer will have 30 days from the issuance of such notice to cure or substantially cure the defect. The County may not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no right to cure defects in or failure of any improvement found to exist or occurring after the County accepts dedication of the improvement(s).

13. **Acceptance of Dedication:** The County or other applicable agency will accept the dedication of any validly certified improvement within 30 days of the Developer's offer to dedicate the improvement. The County's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the County showing that the Developer owns the improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the County in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the County of the right to draw funds under the Bond on account of any defect in or failure of the improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the County in no more than one dedication per month.

14. **Reduction of Security:** After the acceptance of any improvement, the Bond may be reduced by an amount equal to the estimated cost of the improvement as shown on Exhibit B. At the request of the Developer, the County will execute a certificate of release verifying the acceptance of the improvement and waiving its right to draw on the Bond to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the Bond will be available to the County for 365 days during the Warranty Period.

15. **Use of Proceeds:** The County will use funds drawn under the Bond only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

OTHER PROVISION

16. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:

- a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;
- b. Developer's failure to complete construction of the Improvements within eighteen (18) months from the date the Agreement is executed.
- c. Developer's failure to cure the defective construction of any improvement within the applicable cure period;
- d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;

- e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The County may not declare a default until written notice has been given to the Developer.

17. **Measure of Damages:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit B will be *prima facie* evidence of the minimum cost of completion; however, neither that amount nor the amount of the Bond establishes the maximum amount of the developer's liability. The County will be entitled to complete all unfinished improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced.
18. **County's Rights Upon Default:** When any event of default occurs, the County may draw on the Bond to the extent of the face amount of the credit less 90 percent of the estimated cost (as shown on Exhibit B) of all improvements theretofore accepted by the County. The County will have the right to complete improvements itself or contract with a third party for completion, and the Developer hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the County may assign the proceeds of the Bond to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished improvements. In addition, the County also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the County or until the Improvements are completed and approved by the County. These remedies are cumulative in nature except that during the Warranty Period, the County's only remedy will be to draw funds under the Bond.
19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.
20. **No Waiver:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both County and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
21. **Amendment or Modification:** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the County and by the Developer or his authorized officer. Such amendment or

modification will be properly notarized before it may be effective.

22. **Attorney's Fees:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.
23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
24. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.
25. **Scope:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.
26. **Time:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for County action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or County from performing his/its obligations under the Agreement.
27. **Severability:** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
28. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the County. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the County to assign its rights under this Agreement. The County will reduce the original developer's Bond if it accepts new security from any developer or lender who obtains the Property. However, no act of the County will constitute a release of the original developer from this liability under this Agreement.
29. **Notice:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer: Attn: Robert Palmer Buttars and Leann P. Buttars
Address: 3225 West Cobblecrest Road
Deweyville, UT. 84309

If to County: Attn: Community Development Director

Address: 01 South Main Street
Brigham City, UT. 84302

30. **Recordation:** Either Developer or County may record a copy of this Agreement in the Recorder's Office of Box Elder County, Utah.

31. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.

32. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, Bond will be deemed to be proper only if such action is commenced in District Court for Box Elder County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

Dated this 23 day of May, 2025.

Robert Palmer Buttars
Robert Palmer Buttars

Leann P. Buttars
Leann P. Buttars

TRUST ACKNOWLEDMENT

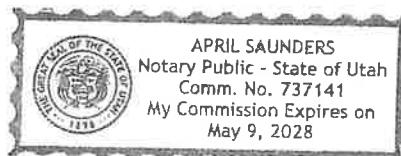
STATE OF UTAH }

: ss.

COUNTY OF BOX ELDER}

I, April Saunders, a Notary Public, in and for said County in said State, hereby certify that Robert Palmer Buttars, who is named as the trustee of the Robert Palmer Buttars Revocable Trust, dated the 10th day of December, 2015, and Leann P. Buttars of the Leann P. Buttars Revocable Trust, dated the 10th day of December, 2015 are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such trustees and with full authority, executed the same voluntarily for and as the act of said trusts.

Given under my hand and seal this 23, day of May, in the year 2025.



Leann P. Buttars
Notary Public
Residing at: Wenham
My commission expires: May 9, 2028

APPROVED AS TO FORM:

Stephen R. Hadfield
Box Elder County Attorney
Stephen Hadfield

5/28/25
Date

Royal M. Bix
Chairperson, Box Elder County Commission

5/28/2025
Date

ATTEST:

Marla Young
Box Elder County Clerk
Marla Young



EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

See Exhibit A

EXHIBIT B: REQUIRED ON & OFF SITE SUBDIVISION IMPROVEMENTS

See Exhibit B

EXHIBIT C: BOND AGREEMENT

See Exhibit C

BOUNDARY DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 12 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, NORTH 89°44'05" EAST, ALONG THE SECTION LINE COMMON WITH SECTIONS 29 AND 32, A DISTANCE OF 2645.36 FEET, TO THE NORTH QUARTER CORNER OF SECTION 32; THENCE, SOUTH 00°08'22" EAST, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SECTION 32, A DISTANCE OF 1328.39 FEET, TO A REBAR AND CAP MARKED "JSH 325023", SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, NORTH 89°49'22" EAST, A DISTANCE OF 313.32 FEET; THENCE, SOUTH 21°39'16" WEST, A DISTANCE OF 76.09 FEET; THENCE, SOUTH 65°03'34" EAST, A DISTANCE OF 231.35 FEET; THENCE, SOUTH 24°56'26" WEST, A DISTANCE OF 150.28 FEET, TO THE NORTHEAST CORNER OF LOT 19 OF THE CEDAR RIDGE SUBDIVISION PHASE 1 RECORDED ON AUGUST 22, 1979 AS COUNTY RECORDERS No. 72823H, OF OFFICIAL RECORDS; THENCE, ALONG THE NORTHERLY LINE OF SAID SUBDIVISION THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 67°36'04" WEST, A DISTANCE OF 223.23 FEET, ALONG THE NORTHEASTERLY LINE OF LOT 19,
- 2) SOUTH 21°39'16" WEST, A DISTANCE OF 187.55 FEET, ALONG THE NORTHWESTERLY LINE OF SAID LOT 19 AND CREST VIEW AVENUE,
- 3) SOUTH 38°06'25" WEST, A DISTANCE OF 183.66 FEET, ALONG THE NORTHWESTERLY LINE OF LOT 20,
- 4) NORTH 63°04'46" WEST, A DISTANCE OF 166.37 FEET, ALONG THE NORTHEASTERLY LINE OF LOT 22,
- 5) NORTH 35°27'51" WEST, A DISTANCE OF 341.47 FEET, ALONG THE NORTHEASTERLY LINE OF LOT 23 AND LOT 24,
- 6) NORTH 00°37'42" WEST, A DISTANCE OF 180.00 FEET, ALONG THE EASTERY LINE OF LOT 25,

THENCE NORTH 89°16'08" EAST, A DISTANCE OF 305.75 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

CONTAINS: 5.889 ACRES MORE OR LESS

EXHIBIT B

**Cedar Ridge Phase 2
 Engineer's Opinion of Probable Costs
 February 28, 2025**

It is the responsibility of the contractor to verify quantities and report any discrepancies to engineer.

Section - Description	Quantity	Unit Price	Total Cost	Total Cost
Excavation				
1 - Clear, Grub, & Site Cut to fill	14,125	CY	\$ 5.00	\$70,625.00
2 - Roadway Fine Grading	1	EA	\$ 1,500.00	\$1,500.00
3 - Grade detention basin	1	EA	\$ 3,000.00	\$3,000.00
4 - Grade Berm w/Rip-Rap and Sediment Basin	1	EA	\$ 1,000.00	\$1,000.00
5 - Overflow Channel with Rip-Rap	1	SF	\$ 2,000.00	\$2,000.00
6 -				
Sub-Total				\$78,125.00
Roadways				
1 - 3" Asphalt	10,438	SF	\$ 2.00	\$20,876.00
2 - 8" Road Base	10,438	SF	\$ 0.85	\$8,872.30
3 - 8" Granular Borrow (Onsite Material to be used and is included in site cut to fill above.)	10,438	SF	\$ -	\$0.00
4 - Sawcut existing road	1	LS	\$ 500.00	\$500.00
5 - Curb & Gutter with Road Base	450	LF	\$ 28.47	\$12,811.50
6 -		LF	\$ 40.90	\$0.00
Sub-Total				\$43,059.80
Culinary Water				
1 - Fire Hydrant	1	EA	\$ 8,985.00	\$8,985.00
2 - 8" PVC C-900 w/ fittings & import backfill	186	LF	\$ 67.74	\$12,599.64
3 - Misc Fittings	1	LS	\$ 1,239.35	\$1,239.35
4 - Service Lateral Assembly	4	EA	\$ 2,670.90	\$10,683.60
5 - Valve Collar	1	EA	\$ 1,000.00	\$1,000.00
6 - Thrust Block	1	EA	\$ 350.00	\$350.00
7 - Connect to existing pipe stub	1	EA	\$ 2,157.54	\$2,157.54
8 -		EA	\$ 200.00	\$0.00
Sub-Total				\$37,015.13
SWPPP				
1 - Silt Fence	600	LF	\$ 3.41	\$2,046.00
2 - Gravel Construction Entrance	1	LS	\$ 2,500.00	\$2,500.00
3 - Concrete washout	1	LS	\$ 500.00	\$500.00
4 - Inlet Protection (<i>None needed</i>)				
5 - Portable Outhouse	1	LS	\$ 750.00	\$750.00
Sub-Total				\$5,796.00
Miscellaneous				
1 - Mobilization	1	LS	\$ 3,500.00	\$3,500.00
2 - Dry Utilities (Gas, power, comm, etc)	1	LS	\$ 15,000.00	\$15,000.00
3 -				
Sub-Total				\$18,500.00
Overall Sub-Total				\$182,495.93
Contingency	10%			\$18,249.59
Overall Total				\$200,745.52

Notes:

- 1) Quantities shown are based on drawings dated 2/17/2025
- 2) Does not include measurements for conduits
- 3) Due to extreme volatility of materials and labor, the pricing can vary greatly.



STANDARD & POOR'S	100	100
AMERICAN CYANAMID	100	100
AMERICAN CYANAMID	100	100

GRADING PLAN

CEDAR RIDGE SUBDIVISION PHASE 2

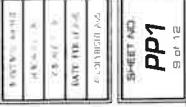
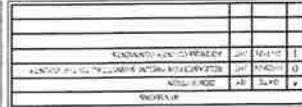
KEY NOTES

This cadastral map displays property boundaries and roads. A central circular area is labeled 'PARCEL A'. Roads labeled include HILLCREST DRIVE, CRESTVIEW AVENUE, COBBLE CREST DRIVE, and COBBLE CREST DRIVE. Property boundaries are marked with dashed lines and labeled with numbers such as 201, 202, 203, and 204. A vertical line on the left is labeled '142.89 ft'. A scale bar indicates distances up to 1000 ft. A north arrow is present in the top right corner.

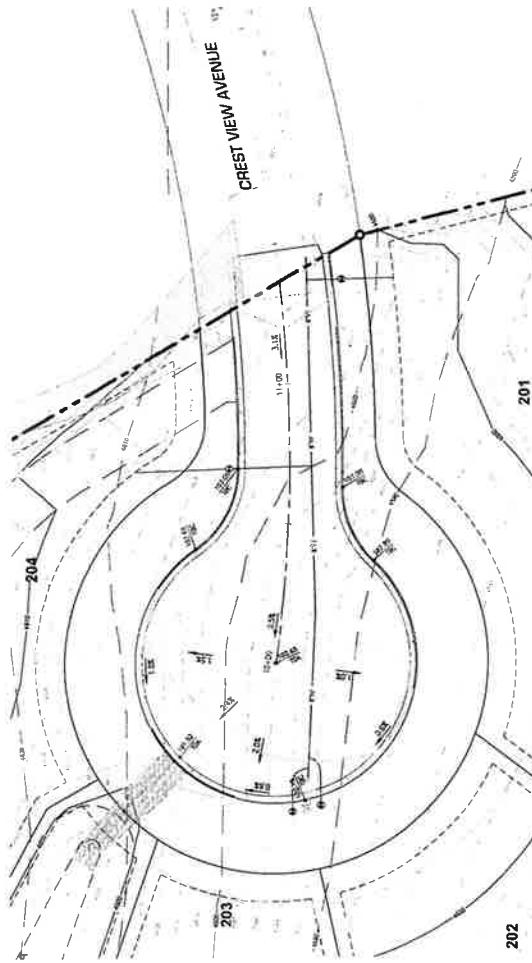


GRAPHIC SCALE

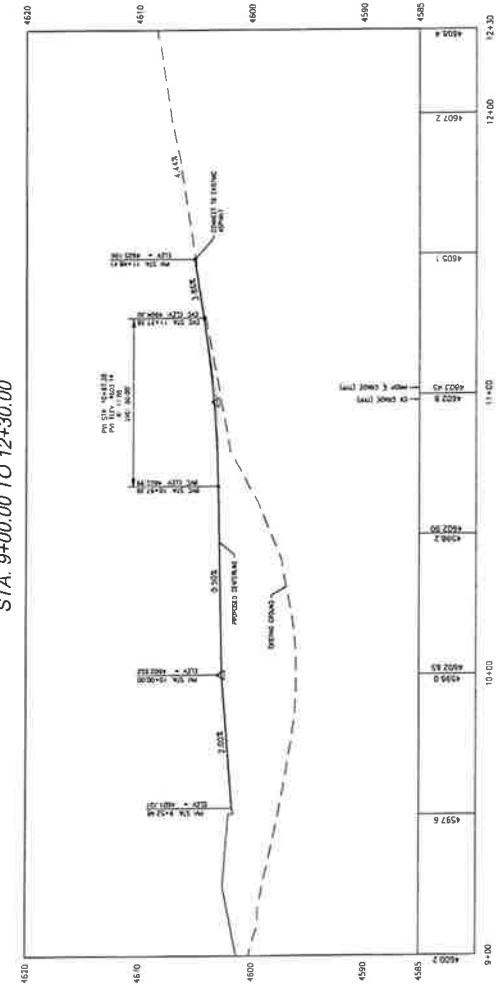




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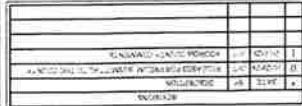
CREST VIEW AVENUE STA. 9+00.00 TO 12+30.00



Call 811 before you dig.

25-UT-
M11-
005.001

13



RETENTION BASIN

CEDAR RIDGE SUBDIVISION PLAT

PP2
SHEET NO
10 of 12

10 of

6

Know what's below.
Call 811 before you dig.

811
 BLM, STATES OF UTAH
 (800) 332-2211
www.blm.utah.blm.gov

Retention Basin STA. 10+00.00 TO 12+38.82

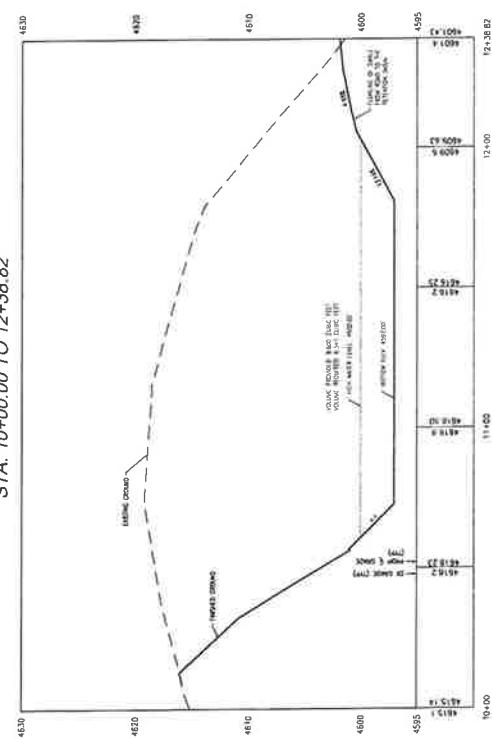


EXHIBIT C

BOND AGREEMENT

This Agreement, made this May 21, 2025 by and between Box Elder County (hereinafter "County"), and Robert Palmer Buttars and Leann P. Buttars of the Robert Palmer Buttars Revocable Trust dated the 10th day of December, 2015 and the Leann P. Buttars Revocable Trust dated the 10th day of December, 2015 (hereinafter "Developer"), and Merchants Bonding Company, (hereinafter "Bond Agent").

RECITALS:

WHEREAS, The Developer is developing the Cedar Ridge Subdivision Phase 2, a copy of which is attached hereto as Exhibit "A" and more specifically described as:

~~COMMENCING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 12 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE, NORTH 89°44'05" EAST, ALONG THE SECTION LINE COMMON WITH SECTIONS 29 AND 32, A DISTANCE OF 2645.36 FEET, TO THE NORTH QUARTER CORNER OF SECTION 32; THENCE, SOUTH 00°08'22" EAST, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SECTION 32, A DISTANCE OF 1328.39 FEET, TO A REBAR AND CAP MARKED "USH 325023", SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE, NORTH 89°49'22" EAST, A DISTANCE OF 313.32 FEET; THENCE, SOUTH 21°39'16" WEST, A DISTANCE OF 76.09 FEET; THENCE, SOUTH 65°03'34" EAST, A DISTANCE OF 231.35 FEET; THENCE, SOUTH 24°56'26" WEST, A DISTANCE OF 150.28 FEET, TO THE NORTHEAST CORNER OF LOT 19 OF THE CEDAR RIDGE SUBDIVISION PHASE 1, RECORDED ON AUGUST 22, 1979 AS COUNTY RECORDER'S No. 72823H, OF OFFICIAL RECORDS; THENCE, ALONG THE NORTHERLY LINE OF SAID SUBDIVISION THE FOLLOWING SIX (6) COURSES:~~

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- 3) SOUTH 38°06'25" WEST, A DISTANCE OF 183.66 FEET, ALONG THE NORTHWESTERLY LINE OF LOT 20,
- 4) NORTH 63°04'46" WEST, A DISTANCE OF 166.37 FEET, ALONG THE NORTHEASTERLY LINE OF LOT 22,
- 5) NORTH 35°27'51" WEST, A DISTANCE OF 341.47 FEET, ALONG THE NORTHEASTERLY LINE OF LOT 23 AND LOT 24,
- 6) NORTH 00°37'42" WEST, A DISTANCE OF 180.00 FEET, ALONG THE EASTERLY LINE OF LOT 25.

THENCE NORTH 89°08'08" EAST, A DISTANCE OF 305.75 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.
CONTAINS: 5.889 ACRES MORE OR LESS

and;

WHEREAS, Developer is seeking approval by County of his subdivision and certain improvements, more particularly described on the Subdivision Plat, a copy of which is attached as Exhibit "A" and the engineers cost estimate a copy of which is attached as Exhibit "B," are not yet complete; and

WHEREAS, Developer is agreeable to securing the completion of such improvements by securing a Site Improvement Bond and Bond Agent is agreeable to act as Bond Agent, subject to the terms and conditions of this agreement, and the following:

- Bond Agent that a Site Improvement Bond has been secured by Robert Buttars, in the amount of \$200,745.52. The bond is to secure the installation of the

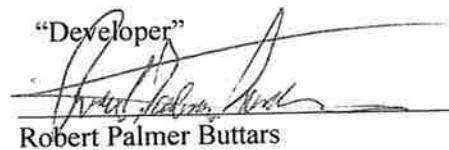
improvements for the Cedar Ridge Subdivision Phase 2 as per the engineering estimate attached as Exhibit "B" and will be reduced or disbursed accordingly.

- Bond Agent agrees to pay the bond funds to Box Elder County at any time upon presentation of an affidavit executed by an authorized County official stating that the Developer is in default under this Agreement.
- If the Developer is considered to be in default, the money will be payable at sight to the County and will bear an expiration date not earlier than two years after the Effective Date of this Agreement.

NOW THEREFORE, based upon the above recitals and other good and valuable consideration, it is mutually agreed as follows:

1. **BOND AGENT:** Merchants Bonding Company is an Iowa Corporation and does hereby accept appointment as Bond Agent.
2. **AMOUNT AND PURPOSE OF BOND:** Developer secures with Bond Agent the sum of \$200,745.52, which represents the estimated cost to complete the matters set forth on Exhibit "A" and Exhibit "B" attached hereto.
3. **CONDITIONS OF BOND:** The following terms and conditions shall apply to this Bond Agreement:
 - A. Bond Agent shall insure a bond in the sum of \$200,745.52 pursuant to the terms of this Agreement.
 - B. In order to qualify for return of the bonded funds, except for the 10% contingency, Developer must have completed the items set forth on Exhibit "A" and Exhibit "B" by November 28, 2026.
 - C. Except for the 10% contingency, the bonded amount will be reduced upon completion of work and written approval of Box Elder County.
 - D. In the event the work is not completed by November 28, 2026, Bond Agent shall disburse the bonded funds to County, except for the 10% contingency, and County may secure the completion of such work in any manner it deems reasonable, whether through its own agents, or through independent contractors.
 - E. Bond Agent shall reduce the 10% contingency, less any amounts used to repair warranty defects, upon the expiration of 1 year after final acceptance by the County.
 - F. Bonded funds shall be released to County upon presentation of an affidavit executed by County stating that Developer is in default.
4. **CO-OPERATION OF DEVELOPER:** Developer agrees to cooperate with County, or other parties in the performance of such work, and to allow access at reasonable times, if necessary to the performance of such work.
5. **MISCELLANEOUS:**

- A. Bond Agent assumes no responsibility or warrants for the manner of the workmanship of the work completed.
- B. Developer and County agree to hold Bond Agent harmless from and release it from all claims, suits, or demands in connection with this Bond Agreement.
- C. All County inspection fees, beyond the \$500 engineering deposit, shall be invoiced directly to Developer.

“Developer”

 Robert Palmer Buttars


 Leann P. Buttars

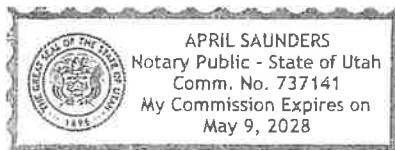
STATE OF UTAH }

: ss.

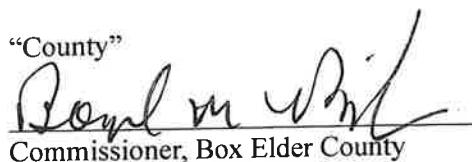
COUNTY OF BOX ELDER}

I, April Saunders, a Notary Public, in and for said County in said State, hereby certify that Robert Palmer Buttars, who is named as the trustee of the Robert Palmer Buttars Revocable Trust, dated the 10th day of December, 2015, and Leann P. Buttars of the Leann P. Buttars Revocable Trust, dated the 10th day of December, 2015 are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such trustees and with full authority, executed the same voluntarily for and as the act of said trusts.

Given under my hand and seal this 23 day of May, in the year 2015.




 Notary Public
 Residing at: Tremonton
 My commission expires: 5-9-2028

“County”

 Commissioner, Box Elder County

ATTEST:


 Box Elder County Clerk
 Marla Young

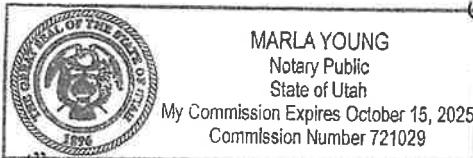


STATE OF Utah)
COUNTY OF Box Elder)
ss

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 28th day of May, 2025, personally appeared

Boyd Bingham, County Commissioner of Box Elder County, a corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



"Bond Agent"

Marla Young
Notary Public

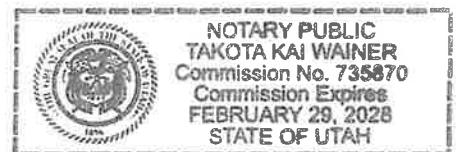
A. Benson
Ashlie Benson - Merchants Bonding Company

STATE OF UTAH)
COUNTY OF Salt Lake)
ss

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this 23rd day of May, 2025, personally appeared Ashlie Benson, the Attorney-in-fact of Merchants Bonding Company, a corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Takota K. Wainer
Notary Public



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Ashlie Benson; Julie B Martindale; Michael H Gale; Rayne Harris; Takota K Wainer; Terry H Buckner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

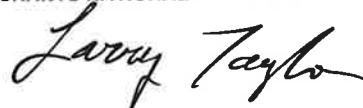
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

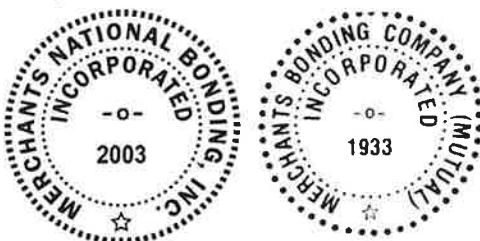
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of October 2024.

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

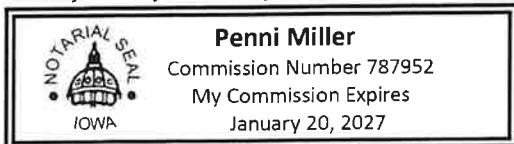


President



STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of October 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of May 2025.





Secretary

25-56

INTERLOCAL AGREEMENT REGARDING THE DEVELOPMENT AND OPERATION OF A TRAILS PROJECT ON THE UTA-OWNED HISTORIC ORCHARD PATHWAY CORRIDOR

This Interlocal Agreement (the "Agreement") regarding the development and operation of a Trails Project on the Historic Orchard Pathway Corridor (the "HOP Corridor") is entered into as of the 28th day of May, 2025 by and between UTAH TRANSIT AUTHORITY, a large public transit district organized under the laws of the State of Utah ("UTA"), WILLARD CITY CORPORATION, a municipal corporation organized under the laws of the State of Utah (the "City"), and BOX ELDER COUNTY, a municipal corporation organized under the laws of the State of Utah (the "County"). UTA, City, and County are hereafter sometimes collectively referred to as "parties," and either may be referred to individually as "party," all as governed to the context in which such words are used.

RECITALS

WHEREAS, UTA owns a portion of the HOP Corridor (hereinafter referred to as the "UTA Property") from approximately 8700 South in Box Elder County to approximately 6800 South in Box Elder County, and desires to support the development of the Historic Orchard Pathway trail ("Trail") to facilitate future transit connectivity; and

WHEREAS, City owns property along 200 West in Willard City (hereinafter referred to as "Willard Property"); and

WHEREAS, City and County desire to develop the public Trail within each of their jurisdictions, which will be utilized by and benefit the residents of each of their respective jurisdictions; and

WHEREAS, UTA, City, and County have agreed to cooperate in the finance, design, construction, and delivery of the Trail on the UTA Property and the Willard Property, which will be installed, operated and maintained by City and County pursuant to the terms and conditions set forth in this Interlocal Agreement; and

WHEREAS, the Bear River Association of Governments ("BRAG") has applied for and obtained an Active Transportation Project Grant from the Utah Department of Transportation ("UDOT") to fund the design and construction of the Trail on the UTA Property and the Willard Property, and this grant requires matching funds to be contributed towards the development of the Trail; and

WHEREAS, UTA is willing to license the eastern sixteen feet (16') of the UTA Property (hereinafter referred to as the "UTA Licensed Area") to the City and County for use as a public trail, and that the value of said license be treated as an in-kind contribution towards the

matching portion of UDOT Active Transportation Project Grant funding, which will be used in the design and construction of the Trail; and

WHEREAS, City is willing to contribute property along 200 West towards the matching portion of UDOT Active Transportation Project Grant funding which will be used in the design and construction of the Trail; and

WHEREAS, the parties desire to set forth their respective duties and responsibilities pursuant to this Interlocal Agreement.

NOW, THEREFORE, based upon the above Recitals and the consideration set forth herein, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Purpose of Agreement. The parties are cooperating in a joint project to finance, design, construct, install, operate and maintain a public trail (the "Trail") on a portion of the HOP Corridor consisting of real property licensed by UTA, which is more specifically described in Exhibit "A" attached hereto (hereinafter referred to as the "UTA Licensed Area") and real property owned by City, which is more specifically described in Exhibit "B" attached hereto (hereinafter referred to as the "City Property").

a. The Trail will be a paved, non-motorized corridor located on the UTA Licensed Area and the City Property, between 8700 South Box Elder County, north to approximately 6800 South, at which point the Trail will diverge and run along 200 West in Willard City north to 800 North in Willard City, as more particularly described in Exhibit "C" attached hereto (hereinafter referred to as the "Trail Alignment").

b. An Active Transportation Project Grant through UDOT has been secured by the Bear River Association of Governments ("BRAG") to design and construct the Trail. UDOT, City, and County will separately enter into a State Aid Agreement specifying the respective roles in administering the grant and other monies, and designing and constructing the Trail, which will be coordinated with UTA.

2. Portions of Trail within City. That portion of the Trail to be constructed within the jurisdictional limits of City on the City Property is approximately 2.5 miles long and extends from 800 North along 200 West, Willard, south to approximately 1100 South, Willard. This is a part of a larger project intended to extend the Trail the full length of the HOP Corridor. Upon completion of construction, City will assume sole responsibility to operate and maintain those portions of the Trail located within its jurisdictional limits. City will not have responsibility with respect to any portions of the Trail that are not constructed within the jurisdictional limits of City.

3. Portions of Trail within County. That portion of the Trail to be constructed within

the jurisdictional limits of County on the UTA Licensed Area is approximately 2.5 miles long and extends from approximately 6800 South to 8700 South along the Union Pacific railroad within the eastern sixteen feet (16') of the UTA right-of-way. This is a part of a larger project intended to extend the Trail the full length of the HOP Corridor. Upon completion of construction, County will assume sole responsibility to operate and maintain those portions of the Trail located within its jurisdictional limits of the County. The County will not have responsibility with respect to any portions of the Trail that are not constructed within the jurisdictional limits of the County.

4. Scope of use for Trail. The Trail will be open to the public for pedestrians, bicyclists, and similar non-motorized uses, including an equestrian component. All parties shall have the right to review and retain the right to terminate the scope of use(s) on those portions owned by the respective parties by delivering a 60-day written notice to the other parties.

5. Grant for Trail Design and Construction. In order to design, construct and install the Trail, an Active Transportation Project Grant has been secured by BRAG in the amount of \$6,000,000 through the Utah Department of Transportation ("UDOT"). UTA will license, by separate license agreement, the eastern sixteen feet (16') of UTA Property for the in-kind matching portion of this grant and the City will contribute an easement upon City Property for the in-kind matching portion of this grant. UTA and City will be responsible for complying with any federal, state or local grant requirements. The disbursement of the funds from the Active Transportation Project Grant will be by UDOT. In the event the Active Transportation Project Grant is insufficient for the design, construction, and installation of the Trail, the City shall not be required to provide any further in-kind, cash, or other contributions for the completion of the Trail without the City's expressed written consent.

6. Design Review. City and County are the principal contracting entities with respect to the design consultant retained to perform design and engineering work for the Trail. Accordingly, City and County shall retain the design consultant and coordinate the design and approval of the final design of the Trail by the design consultant. UTA shall be consulted on Trail designs relating to that portion to be built upon the UTA Licensed Area, which designs shall be subject to UTA review and approval. City and County shall obtain reimbursement for the design consultant's fees from the Active Transportation Project Grant through UDOT.

7. Construction: Coordination with Contractor. City and County are the principal contracting entities with respect to the contractor who will construct and install the Trail on the UTA Property and the City Property. Accordingly, City and County shall retain the contractor and coordinate the construction and installation of the Trail by the contractor. City and County shall obtain reimbursement for the contractor's fees from the Active Transportation Project Grant through UDOT. UTA and City, being the owners of the properties upon which the Trail will be constructed, will coordinate the contractor's access to the properties. UTA, City and the County shall have no responsibility or liability to third parties for the acts of omissions of the contractor.

8. Inspection of Contractor's Work. When the contractor indicates that Trail construction is substantially complete under the terms of the construction contract, UTA, City, and County will conduct a joint inspection and walk-through of the Trail. As the parties who have contracted with the contractor, and who will ultimately be responsible for operating and maintaining the Trail, City and County shall have the right to object to any portions of the contractor's work which City or County deems defective or non-compliant with the construction contract. At the completion of the inspection, UTA, City and County will develop a mutually agreeable punch list of open items which the contractor must satisfactorily complete prior to final acceptance of the Trail work. City and County shall cause the contractor to complete the open items in accordance with the approved punch list.

9. City and County to Operate Trail. Beginning upon substantial completion of the Trail and continuing thereafter until the expiration or termination of this Agreement, City and County agree to maintain those portions of the Trail within each of their respective jurisdictions. This shall include responsibility for posting and enforcing rules and ordinances related to use of the Trail. This shall include maintaining, repairing, replacing, and reconstructing all pavements, fencing, signage, landscaping or other improvements installed as part of the Trail, with such responsibility to continue throughout the term of this Agreement. This shall also include performing any law enforcement, abatement, or other actions necessary to enforce against encroachment and unlawful conduct, including security monitoring or other activities necessary to protect persons and property on the Trail. UTA will not be responsible for performing enforcement or policing duties.

10. License to Operate Trail. UTA will grant the City and County a license allowing the City and County to operate and maintain the Trail upon the UTA Property. The license shall be subject to the terms and conditions of this Agreement and indemnify UTA against damages arising out of the design, construction, maintenance, and use of Trail. The scope of the license shall not include any improvements that are not specifically necessary for the Trail including, without limitation, the installation of public utility crossings or drainage facilities upon, under, along or within the UTA Property. Any out-of-scope uses requested by City or County shall be considered pursuant to a separate licensing process. The market value of the UTA Trail License was appraised by Kendall S. Mitchell, MAI at \$381,700 as of January 23, 2024.

11. Maintenance Standard. City and County agree to maintain all Trail improvements within each of their respective jurisdictions in a good and workmanlike manner to include but not limited to the following: (1) Trees, shrubs, bushes should be kept clear of the sides of the Trail by two feet and eight feet in height. (2) The Trail surface should be kept free of weeds, especially puncturevine. (3) The Trail surface should be repaired as needed in order to remain functional and safe. (4) Directional and informational signage should be kept in a clearly legible state and in a manner consistent with City's public parks and County's public facilities. (5) All maintenance shall be performed consistent with the laws, rules, regulations, ordinances or other requirements of any governmental authority having jurisdiction with respect to the property upon which the Trail is constructed and installed. City and County will not be required

to perform any snow removal on the Trail. City and County will maintain the full width of the UTA Licensed Area.

12. Work to be Performed by City and County after Initial Installation. Upon completion of the Trail, City and County will be responsible for all subsequent work required to maintain the Trail to the standards contemplated in this Agreement. The parties acknowledge that the historic use of the HOP Corridor as a railroad right-of-way requires the implementation of certain requirements, standards and restrictions related to work to be performed by City and County. City and County agree to cause the preparation of detailed plans and specifications with respect to any non-routine work to be performed by City or County including, without limitation, any work involving the proposed excavation or penetration of surface soils. UTA shall have the right to review and approve such plans and specifications.

13. Environmental Covenant. Unless specifically approved in writing by UTA, City and County hereby covenant not to cause or permit the introduction, usage, storage or release of any hazardous materials on or adjacent to the UTA Property. As used in this Agreement, the term "hazardous materials" means any pollutants, toxic substances, hazardous wastes, hazardous substances, oils of any kind or in any form (including petroleum, fuel oil, diesel oils, crude oil or any fraction thereof), and any other substances defined in or pursuant to the Resource Conservation and Recovery Act, the Comprehensive Response, Compensation and Liability Act, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substance Control Act, or any other federal, state or local environmental laws, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereon, previously enforced or subsequently enacted.

14. Allocation of Liability. Each party shall perform the obligations it has assumed under this Agreement in a reasonable manner and in compliance with all applicable laws. Liability for any costs, liabilities, damages, suits, judgments, fines, fees (including attorneys' fees) or other losses (hereafter collectively "Losses") arising from the Trail shall be allocated as follows:

14.1. Each party shall be liable and responsible for any Losses arising from or in connection with its respective breach of the obligations assumed under this Agreement.

14.2 City and County agree to indemnify, defend, and hold UTA harmless from and against any and all Losses relating to (1) use of the Trail, whether legal or illegal, or (2) construction or maintenance activities conducted by City or County or its agents on the Trail, or (3) the design of the Trail, unless such Losses are caused by the gross negligence or misconduct of UTA.

14.3. UTA shall remain liable and responsible for any Losses connected to the existing environmental condition of the UTA Property. City and County shall be liable and responsible for any Losses related to any exacerbation of existing environmental conditions affected by City's or County's breach of its obligations under this Agreement

including, without limitation, City's or County's violation of the covenant contained in this Agreement.

14.4. All other Losses shall be allocated as otherwise provided by applicable law.

14.5. In cases where a lawsuit, enforcement proceeding, administrative hearing or other adjudicative proceeding is commenced against any party for or on account of Losses for which the other party may be solely or jointly liable under this Agreement, the party thus served shall give other parties timely written notice of the pendency of such proceeding, and thereupon the parties so notified shall assume or join in the defense thereof. No party shall be bound by any judgment against the other parties unless it shall have been so notified and shall have reasonable opportunity to assume or join in the defense of the action.

14.6. Nothing provided in this Agreement is intended to waive, modify, limit or otherwise affect any defense or provisions that the parties may assert with respect to any third party. The Parties recognize and acknowledge that they are public or governmental entities covered under the provisions of the Utah Governmental Immunity Act as set forth in Sections 63G-7-101 et. seq. of the Utah Code, as amended, and the limits of liability therein described. Nothing herein shall constitute a waiver of any legal defenses or benefits available under applicable law, and both agree to cooperate in good faith in resolving any disputes that may arise under this Agreement.

15. Default. A party shall be deemed in default of this Agreement upon the failure of such party to observe or perform a covenant, condition or agreement on its part to be observed or performed, and the continuation of such failure for a period of 30 days after the giving of written notice by the non-defaulting party(ies), which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the 30-day period and thereafter diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party(ies) shall have a breach of contract claim remedy against the defaulting party in addition to all the other remedies provided or permitted by law, provided that no remedy which would have the effect of amending or termination any provisions of this Agreement shall become effective without formal amendment of this agreement.

16. Term. This Agreement shall be effective when fully executed by all parties. Subject to the provisions for termination as provided in Section 17 below, this Agreement shall continue in full force and effect for an initial term of 25 years. Provided that no party is in default with respect to this Agreement, this Agreement shall automatically renew for an additional term of 25 years, provided that no party has delivered (within the 180 days immediately preceding expiration of the initial term) written notice of its intent to terminate the Agreement upon expiration of the initial term.

17. Termination. This Agreement and the Trail contemplated hereunder are both subject to recommencement of rail or commencement of other UTA transit operations within the HOP Corridor.. Notwithstanding the Term of this Agreement or any other provision of this Agreement, UTA shall have the right to terminate this Agreement, at its sole option, and without recourse on the part of City or County, in the event that freight or public transit operation are commenced (or construction with respect to freight or public transit improvements commences) in the HOP Corridor, by providing 180 days' notice to the other parties.

18. Effect of Termination. In the event that this Agreement expires or is terminated prior to expiration, City and County shall peacefully surrender their use of the UTA Property and the UTA Property shall cease to be used as a City and County Trail. UTA, at its expense, may thereafter remove all property constructed upon the UTA Property as part of the Trail.

19. Notices. Any notice, demand, request, consent, submission, approval, designation or other communication which any party is required or desires to give under this Agreement shall be made in writing and delivered to the other party(ies) at the addresses set forth below or at such other addresses as such party may provide in writing from time to time. All notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to UTA
Utah Transit Authority
Attn: Property Management Department
669 West 200 South
Salt Lake City, Utah 84101

With a Copy to
Utah Transit Authority
Attn: Attorney General's Office
669 West 200 South
Salt Lake City, Utah 84101

If to City
Willard City
Attn: City Recorder
80 West 50 South (PO Box 593)
Willard, Utah 84340

With a Copy to
Willard City
Attn: City Attorney
80 West 50 South (PO Box 593)
Willard, Utah 84340

If to County
Box Elder County
Attn: County Clerk
1 South Main Street
Brigham City, Utah 84302

With a Copy to
Box Elder County
Attn: County Attorney's Office
81 North Main St, Suite 102
Brigham City, Utah 84302

20. Non-Waiver. No covenant or condition of this Agreement may be waived by any party unless done so in writing by such party. Forbearance or indulgence by any party in any regard

whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party(ies).

21. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of the Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. Governing Law. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement that cannot be resolved to the satisfaction of the parties shall only be brought in the District Court of Box Elder County, Utah, which shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third persons under this Agreement. It is the express intention of the parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

24. Entire Agreement: Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises or inducements made by any party or agents of any party that are not contained in this Agreement shall be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by all parties.

25. Interlocal Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with this Agreement, the parties agree as follows:

25.1. This Agreement shall be authorized by resolution or ordinance of the governing body or each party.

25.2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party.

25.3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party.

25.4. Prior to the expiration of the term of this Agreement pursuant to Section 16 of this Agreement, this Agreement may only be terminated by and upon the express written consent of the parties or as otherwise set forth in Section 16.

25.5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by any party, or by the parties jointly, pursuant to this Agreement shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed between the parties or as otherwise required by applicable local, state and federal law.

25.6. This agreement shall be jointly administered by Willard City Manager and the Box Elder County Community Development Director.

IN WITNESS WHEREOF, the parties have each executed this Interlocal Agreement Regarding the Development and Operation of a Trails Project on the Historic Orchard Pathway Corridor as of the date first set forth above.

UTAH TRANSIT AUTHORITY

By: _____
UTA Executive Director

WILLARD CITY CORPORATION

By: _____
Travis Mote, Mayor

By: _____
Chief Capital Services Development Officer

ATTEST AND COUNTERSIGN

Susan Obrey, City Recorder

APPROVED AS TO FORM AND LEGALITY

Assistant Attorney General

**APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW**

Willard City Attorney's Office

BOX ELDER COUNTY

By: Boyd M. Bingham
Boyd Bingham, Chairman, County Commission

ATTEST AND COUNTERSIGN

Marla Young
Marla Young, County Clerk

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW

Stephen R. Ingraham
Box Elder County Attorney's Office



PENDING ORDINANCE NO. 625

A PENDING ORDINANCE OF BOX ELDER COUNTY TO CONSIDER A ZONING MAP AMENDMENT IN THE EAST GARLAND AREA AS PART OF THE EAST GARLAND COMMUNITY PLAN EFFORT.

WHEREAS, the Box Elder County Land Use Management & Development Code Section 2-2-040(J) allows for moratoria on zoning map amendments when changes to the map are pending. A proposed zoning map amendment is deemed “pending” when the amendment proposal first appears on a Planning Commission or County Commission agenda; and

WHEREAS, the East Garland Plan Steering Committee has directed staff to request a pending ordinance to consider a zoning map amendment for the East Garland area as part of the East Garland Community Plan effort; and

WHEREAS, the Box Elder County Commission, after appropriate notice, held a public meeting on May 28, 2025, to review and discuss the proposed pending ordinance; and

WHEREAS, based upon these findings, if the County Commission motions to begin a pending ordinance, the pending ordinance to consider said zoning map amendment in the East Garland area begins on May 28, 2025, when the item first appeared on a County Commission agenda; and

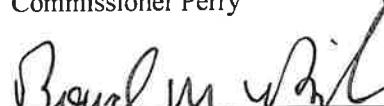
WHEREAS, the pending ordinance will stay in place for either six (6) months or until the County Commission adopts the ordinance, whichever comes sooner; and

WHEREAS, the consideration of a zoning map amendment will go through the legislative process as set forth in Section 2-2-080, Zoning Map and Text Amendments, of the Box Elder County Land Use Management & Development Code to refine it and ensure it is in conformity with the General Plan of Box Elder County, that the uses allowed by the proposed change are harmonious with the overall character of the existing development in the vicinity of the property, that it will not adversely affect adjacent properties, that the facilities and services intended to serve property are adequate, and that it will be in the best interest of and promote the health, safety and general welfare of the residents of Box Elder County;

NOW THEREFORE, with a motion at their May 28, 2025 meeting the County legislative body of Box Elder County directs staff to proceed with the pending ordinance and zoning map amendment process.

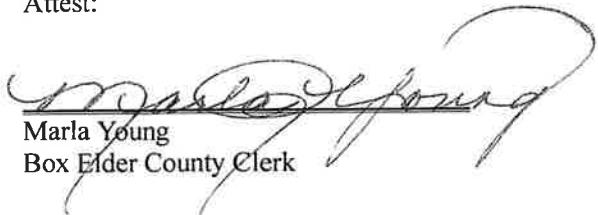
Commissioner Bingham
Commissioner Vincent
Commissioner Perry

Voting aye
Voting aye
Voting aye



Box Elder County Commission Chair

Attest:

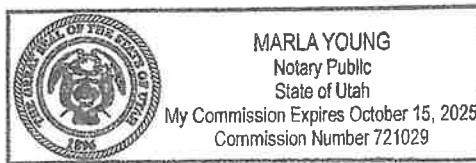

Marla Young
Box Elder County Clerk

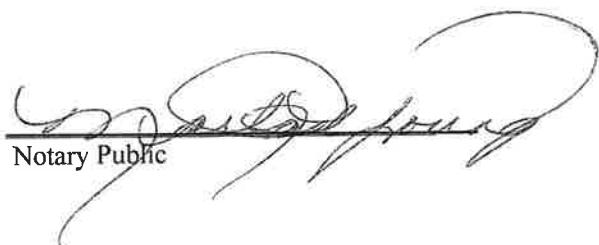


State of Utah)
.ss)
County of Box Elder)

On this 28th day of May, 2025, personally appeared before me, the undersigned notary public, Boyd Bingham, 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 **Commission Chairman 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




Notary Public



25-35
GRANTEE CONTRACT
2025 NOXIOUS WEEDS GRANT
Contract Number: 202502DG23

Box Elder Weed Department

5730 West 8800 North
Tremonton, Utah 84337

General Purpose of the Contract:

Authority: Noxious Weed Act, Chapter 17 SAE 4443 7303

Cooperative control of noxious weeds and invading weeds through USDA Forest Service Grant Money.

Scope of Work:

Box Elder County agrees to complete the following work as proposed:

- Continue efforts to monitor and control all EDDMaps points and mapped locations of these specified high priority weeds: yellow starthistle, goatsrue, elongated mustard, common St. John's wort, cutleaf vipergrass, Dalmatian toadflax, yellow toadflax, giant reed, Japanese knotweed, and garlic mustard. Current EDDMaps photo projects that have been implemented by us will continue to be updated.
- Continue to work with the Bear River Canal Co. personnel to monitor for goatsrue in the County's extensive canal system, as well as hold a cooperative spray day along the Bear River with Forestry, Fire, and State Lands and Cache County Weed Department.
- Plan and implement a cooperative spray day and project for elongated mustard near the Cache and Box Elder County boundary including Franklin and Oneida County Weed Departments.
- Maintain, for the eleventh consecutive year, the weed department fair booth at the Box Elder County Fair held in late August. Educational opportunities are plentiful at this event.
- Work will continue to monitor areas which border the USFS on the western edge of the Wellsville Mountains Wilderness Area.
- Continue to monitor and treat all of the outlying points from this project's SIIPA analysis and mapping tool, as well as marking in EDDMaps any new locations.
- Continue the county's cost-share herbicide program at a high level of commitment in order to increase landowner cooperation, as well as workers' ability to establish relationships that are key in educating the public about noxious weed control.
- Continue to monitor biocontrol populations in common St. John's wort.

If publications are produced using grant funding, the UWSA must be contacted for additional documentation. The USDA Forest Service must be given credit on any publication.

Budget:

Box Elder County agrees to comply with the following use of grant funds, not varying more than 10 percent per category. If it appears the project use of funds or costs will vary more than 10 percent and a new budget is required, the Utah Weed Supervisor's Association must approve the changed budget **before** changed costs are incurred.



Total Grant Budget

Qualifying Expenses	Explanation	Requested
Herbicide	Milestone, 2,4-D Amine, Rifle-D, Aquasweep, Escort, Telar, Activator 90	7,000.00
*Supplies		0.00
**Labor	Cost of seasonal labor to complete project	2,000.00
Education		0.00
	Total Amount Requested	9,000.00

Grant funds may not be used to purchase food or to rebuild equipment.

Financial Administration and Reporting:

The fiscal agent *may* provide the Utah Weed Supervisors Association with intermittent reports and invoices, as work progresses. Using intermittent reports, reimbursements may be requested monthly. All such requests must be sent by the third Friday of the month.

A final report is required, and is due before November 1, 2025. The reports will consist of a completed form, reimbursable receipts, matching documentation, before and after photographs of the project and a link to EDDMaps where project GIS data is posted. Send all documentation and information in a digital format by email to <rosann@etv.net>. Send any necessary hard copy to Rosann Fillmore, P.O. Box 429, Orangeville, UT 84537.

To assist with record keeping, an *example* in-kind log and expenditure tracking sheet may be requested from the UWSA. Similar logs, tracking sheets, and copies of invoices clearly marked as "UWSA reimbursable costs" or "matching costs" must accompany all requests for reimbursement.

The Utah Weed Supervisors (UWSA):

The UWSA agrees to reimburse Box Elder County \$9,000.00 for treatment costs authorized by this contract after receiving the necessary reports (cost-share numbers, treated acres, reimbursement requests and the annual final report).

With proper documentation Box Elder County may request up to 75% of the grant amount prior to submitting the final grant report. The final 25% of the grant funding may be requested in the final report.

The UWSA agrees to submit an annual report of the grantee's activities funded by this grant to the USDA Forest Service.



**GRANTEE CONTRACT
2025 NOXIOUS WEEDS GRANT
Contract Number: 202502DG23**

Contract Period:

Effective date: Date of the award notification

Termination date: November 1, 2025

IN WITNESS WHEREOF THE PARTIES SIGN AND CAUSE THE CONTRACT TO BE EXECUTED:

Boyd M Bingham

Print Name of County Manager

Or County Commission Chair

Boyd M Bingham

Signature

5/28/2025

Date

Print Name of RC&D Council Chair

Signature

Date

Kevin R. Bailey

Print Name of UWSA Chair

Signature

Date