



Pleasant View City Redevelopment Agency

Meeting Agenda

Tuesday, July 14, 2026

Commencing after the City Council meeting at 6:00 p.m.

1. Consent Items.

- a. Minutes of June 9, 2026

2. Interlocal Agreements with Various Taxing Entities. Discussion and possible action to approve a Resolution that approves Interlocal Cooperation Agreements with various Taxing Entities (Weber County, Weber County School District & North View Fire District) who would remit to the Agency property tax increment generated within the Rise Community Reinvestment Property Area for public infrastructure and other uses that directly benefit the Project Area, Resolution 2026-F(RDA). *(Presenters: Rob Sant and Andrea Steiniger)*

3. Interlocal Agreement with Pleasant View City. Discussion and possible action to approve a Resolution that approves Interlocal Cooperation Agreements with Pleasant View City who would remit to the Agency property tax increment generated within the Rise Community Reinvestment Property Area for public infrastructure and other uses that directly benefit the Project Area, Resolution 2026-G(RDA). *(Presenters: Rob Sant and Andrea Steiniger)*

4. Adjournment

Public Notice is hereby given that the Redevelopment Agency of Pleasant View, Utah will hold a Public Meeting in the city office at 520 West Elberta Dr. in Pleasant View, Utah on Tuesday, July 14, 2026, commencing after the City Council meeting at 6:00 PM.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Pleasant View City Office at 801-782-8529, at least 24 hours prior to the meeting.

The City Council at its discretion may change the order and times of the agenda items.

**MINUTES OF THE MEETING OF THE
PLEASANT VIEW CITY REDEVELOPMENT AGENCY (RDA)
PLEASANT VIEW, UTAH**

June 9, 2026

The public meeting was held at the city office at 520 West Elberta Dr. in Pleasant View, Utah, commencing at 8:27 P.M.

CHAIR:

Steve Gibson (*absent*)

BOARD MEMBERS:

Ann Arrington (*Vice Chair*)
Johnny Ferry
David Marriott
Sara Urry
Sean Wilkinson

STAFF:

Andrea Z Steiniger
Laurie Hellstrom
Tyson Jackson
Stetson Talbot
Mike Littlefield
Matt Wilson-attorney

VISITORS:

None

1. Consent Items - Minutes of January 27, 2026 and May 12, 2026.

Motion was made by BM Marritt to adopt the January 27, 2026 and May 12, 2026. 2nd by BM Urry. Voting Aye: BM Arrington, BM Ferry, BM Marriott, BM Urry and BM Wilkinson. 5-0

2. Budget Workshop.

3. Public Hearings – Budgets.

a. Amend. Discussion and Possible action to amend the 2025-2026 fiscal year budget, Resolution 2026-D(RDA).

Motion was made by BM Marritt to go into a public hearing to amend the 2025-2026 fiscal year budget. 2nd by BM Urry. Voting Aye: BM Arrington, BM Ferry, BM Marriott, BM Urry and BM Wilkinson. 5-0

No public – No public comments.

Motion was made by BM Wilkinson to end the public hearing. 2nd by BM Marriott. Voting Aye: BM Arrington, BM Ferry, BM Marriott, BM Urry and BM Wilkinson. 5-0

Motion was made by BM Urry to adopt Resolution 2026-D(RDA) amending the 2025-2026 fiscal year budget. 2nd by BM Wilkinson. Roll call vote. Voting Aye: BM Ferry, BM Wilkinson, BM Urry, BM Marriott and BM Arrington. 5-0

b. Adopt. Discussion and possible action to adopt the 2026-2027 fiscal year budget, Resolution 2026-E(RDA).

Motion was made by BM Urry to go into a public hearing to adopt the 2026-2027 fiscal year budget. 2nd by BM Marriott. Voting Aye: BM Arrington, BM Ferry, BM Marriott, BM Urry and BM Wilkinson. 5-0

No public – No public comments.

Motion was made by BM Urry to end the public hearing. 2nd by BM Ferry. Voting Aye: BM Arrington, BM Ferry, BM Marriott, BM Urry and BM Wilkinson. 5-0

Motion was made by BM Urry to adopt Resolution 2026-E(RDA) adopting the 2026-2027 fiscal year budget. 2nd by BM Marriott. Roll call vote. Voting Aye: BM Arrington, BM Ferry, BM Urry, BM Marriott and BM Wilkinson. 5-0

4. Adjournment: 8:32 PM.

Motion was made by BM Urry to adjourn the RDA meeting. 2nd by BM Wilkinson. Voting Aye: BM Arrington, BM Ferry, BM Marriott, BM Urry and BM Wilkinson. 5-0

RESOLUTION NO.

RESOLUTION OF THE PLEASANT VIEW CITY REDEVELOPMENT AGENCY APPROVING INTERLOCAL COOPERATION AGREEMENTS BETWEEN THE AGENCY AND VARIOUS TAXING ENTITIES.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), and the provisions of the Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the "Act"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Pleasant View City Redevelopment Agency (the "Agency") Pleasant View City, Weber County, Weber County School District, and North View Fire District (collectively, the "Taxing Entities"), are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into Interlocal Agreements with the Taxing Entities whereby the Taxing Entities would remit to the Agency a portion of the property tax increment generated within the Rise Community Reinvestment Project Area, (the "Project Area") which would otherwise flow to the Taxing Entities, for the purpose of encouraging development activities through the payment for certain public infrastructure and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Interlocal Cooperation Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE AGENCY, AS FOLLOWS:

1. The Interlocal Cooperation Agreements between the Agency and the Taxing Entities, substantially in the form attached hereto as Exhibit A (the "Agreements"), are approved in final form, and shall be executed for and on behalf of the Agency by the Chair of the Agency Board.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreements have been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreements shall be filed immediately with the Agency Secretary, the keeper of records of the Agency.

4. As provided in Utah Code Ann. § 17C-5-205(3), the Agreements shall be effective on the day on which the Agency publishes notice of the Agreements pursuant to Utah Code Ann. § 11-13-219 of the Interlocal Act.

5. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the Governing Board of the Agency this ____ day of _____,
2026.

Chair,
Pleasant View City Redevelopment Agency

Attest:

Agency Secretary

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENTS

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of ____, 2026, by and between the **PLEASANT VIEW CITY REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **WEBER COUNTY**, a political subdivision of the State of Utah (the "County") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("**UCA**") §17B-4-1001 *et seq.* (2004), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "**Act**"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Pleasant View City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS**, the Agency has created the Rise Community Reinvestment Project Area (the "Project Area"), through the adoption of the Rise Project Area Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains industrial land, which is anticipated to be developed, with encouragement and planning by the Agency, into an expansion of the existing manufacturing facility within the Project Area. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$190,853 per year in property taxes for the various taxing entities, including the City, the County, Weber School District (the "School District"), and other taxing entities; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately \$266,774 per year at the end of the Project Area; and

G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the citizens of the County for the County to remit such payments to the Agency to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS**, the Agency has retained Urban & Main Consulting, an independent economic development consulting firm with substantial experience regarding community reinvestment projects

and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS**, the Agency has created the Rise Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The County has determined that additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.
2. **Offset of Development Costs and Expenses.** The County has determined that it is in the best interests of its citizens to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.
3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2025, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2025 Weber County assessment rolls for all anticipated developable property located within the Project Area (which is currently estimated to be \$17,866,749, but is subject to final adjustment and verification by the County and Agency).
4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.
5. **Payment Trigger.** The first year of payment of Tax Increment from the County to the Agency shall be determined by the Agency but shall be no later than 2028. The Agency may trigger the collection of Tax Increment by delivering a letter or other written request to the Weber County Clerk/Auditor's office (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for a period of fifteen (15) full calendar years, commencing with the year after the Agency delivers the Trigger Notice to the County (the "Increment Period").

6. **Total Payment to Agency.** The County shall remit to the Agency, beginning with property tax receipts during the Incremental Period, 50% of the annual Tax Increment generated from the real and personal property tax within the Project Area attributable to the County's tax levy for a period of fifteen (15) years; provided, however, that the total amount of such Tax Increment generated and properly attributable to the County's tax levy that is paid to the Agency under this Agreement shall not exceed a total of \$333,863 (the "Maximum Tax Increment Payment"). Centrally assessed property taxes are expressly excluded from the County's Tax Increment and shall not be received by the Agency under this Agreement.

7. **County Participation Contingency.** The County's obligation to remit Tax Increment under this Agreement is expressly conditioned upon the use of project funds and improvements within the Project Area for infrastructure and related improvements related to the expansion of a new product line. The County's Tax Increment shall not be used for storage improvements. If the County determines that project activities or expenditures are used for purposes other than those contemplated herein, the County shall have no obligation to participate in the Project Area, and no Tax Increment shall be paid or shared with the Agency, and this Agreement will be terminated. No later than December 31st of each year, the Agency's manager shall provide the County an itemized list detailing the infrastructure that was financed by the Tax Increment during the year.

8. **Job Creation.** The Agency warrants that the development will result in significant job creation for the County.

9. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collection agency for the County. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

10. **No Independent Duty.** The County shall be responsible for remitting to the Agency only Tax Increment actually received by the County. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County on an annual basis from and including Year One through and including Year Fifteen.

11. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

12. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

13. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to County:
Weber County

Attn: Weber County Economic Development Department
2380 Washington Blvd #360
Ogden, UT 84401
Phone: (801) 399-8406

If to Agency:

Pleasant View City Redevelopment Agency
Attn: Agency Board
520 W Elberta Dr
Pleasant View, UT 84414
Phone: (801) 782-8529

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

14. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

15. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

16. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

17. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

18. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

20. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

21. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Weber County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

22. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

23. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

24. **Duration.** This Agreement shall terminate upon the earlier of (i) the expiration of fifteen (15) years following the trigger year for the Project Area, or (ii) the date on which the Maximum Tax Increment Payment is reached, whichever occurs first.

25. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

26. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

27. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

County: WEBER COUNTY

Attest:

By: _____

Its: Chair

County Clerk

Approved as to form:

Attorney for County

Agency: PLEASANT VIEW CITY REDEVELOPMENT
AGENCY

Attest:

By: _____

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

SEE NEW MOUNTAIN SUBDIVISION 19-501-0001 FOR ASSESSMENT. PART OF THE SOUTH HALF OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT (NORTH 89D52' WEST 1268.0 FEET). NORTH 89D34'13" WEST 1250.97 FEET ALONG THE SECTION LINE AND (NORTH 26D12' WEST) NORTH 25D54'13" WEST 48.10 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25 AND WHICH POINT IS THE INTERSECTION OF THE WESTERLY RIGHT OF WAY BOUNDARY OF THE OREGON SHORT LINE RAILROAD AND THE NORTHERLY LINE OF 2700 NORTH STREET - UTAH STATE ROUTE 134 (80 FOOT WIDE RIGHT OF WAY); RUNNING THENCE NORTH 89D53'58" WEST 1059.83 FEET ALONG SAID NORTHERLY LINE OF 2700 NORTH STREET TO A POINT BEING 300.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 0D39'40" EAST 300.01 FEET ALONG A LINE PARALLEL TO AND BEING 300.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE QUARTER SECTION LINE TO A POINT BEING 300.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE NORTHERLY LINE OF 2700 NORTH STREET; THENCE NORTH 89D53'58" WEST 500.02 FEET ALONG A LINE PARALLEL TO AND BEING 300.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID NORTHERLY LINE OF STREET TO A POINT BEING 200.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 0D39'40" EAST 1399.39 FEET ALONG A LINE PARALLEL TO AND BEING 200.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 64D05'47" EAST 641.95 FEET ALONG A LINE PERPENDICULAR TO THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD TO A POINT ON SAID WESTERLY RAILROAD RIGHT OF WAY LINE; THENCE (SOUTH 26D12' EAST) SOUTH 25D54'13" EAST 2203.90 FEET ALONG SAID WESTERLY LINE OF THE RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134(2)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST 1/4 SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT 43.14 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 49+08.38 WHICH POINT IS 1250.97 FEET NORTH 89D34'13" WEST AND 48.10 FEET NORTH 25D54'13" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE NORTH 89D53'56" WEST 1060.01 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH CORNER IS 37.01 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 0D39'40" EAST 17.99 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 321.63 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 49D20'28" EAST 52.89 FEET TO A POINT 89.76 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D42'31" EAST 40.49 FEET TO A POINT 89.86 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 48D45'15" EAST 53.34 FEET TO A POINT 55.00 FEET, PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 258.75 FEET, ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 53D53'50" EAST 50.39 FEET TO A POINT 85.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 40.95 FEET TO A POINT 85.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 52D41'47" EAST 50.00 FEET TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 231.51 FEET, TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 55.00 FEET, PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 25D54'13" EAST 13.24 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING. (E#2078401) ALSO EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO.

SP-0134(2)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST 1/4 SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 49+02.51, WHICH POINT IS 1250.97 FEET NORTH 89D34'13" WEST AND 61.34 FEET NORTH 25D54'13" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE NORTH 89D34'05" WEST 11.16 FEET, ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 25D54'13" WEST 42.21 FEET TO A POINT 92.83 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 64D06'18" EAST 10.00 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 97.26 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 25D54'13" EAST 47.16 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING. (E# 2078402) LESS AND EXCEPTING: A PART OF THE SOUTH HALF OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF RULON WHITE BOULEVARD AND THE NORTH LINE OF PVC STORE SUBDIVISION, RECORDED AS ENTRY NO. 2948359 IN THE WEBER COUNTY RECORDERS OFFICE LOCATED 335.94 FEET NORTH 03D34'39" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 25 (BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION WHICH BEARS SOUTH 89D34'13" EAST); RUNNING THENCE NORTH 89D53'58" WEST 217.23 FEET ALONG THE NORTH LINE OF SAID PVC STORE SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 24, PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1, RECORDED AS ENTRY NO. 1549557; THENCE NORTH 00D39'40" EAST 1399.39 FEET ALONG THE EAST LINE OF SAID PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1 TO THE SOUTHWEST CORNER OF LOT 6, PARKLAND COMMERCIAL SUBDIVISION PHASE 1 AND 2, 3RD AMENDMENT, RECORDED AS ENTRY NO. 2944652; THENCE NORTH 64D05'47" EAST 641.95 FEET ALONG THE SOUTHERLY LINE OF SAID PARKLAND COMMERCIAL SUBDIVISION PHASE 1 AND 2, 3RD AMENDMENT TO THE SOUTHEAST CORNER OF LOT 5, PARKLAND COMMERCIAL SUBDIVISION PHASE 2 1ST AMENDMENT, RECORDED AS ENTRY NO. 2788187 ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD; THENCE SOUTH 25D54'13" EAST 920.04 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 63D53'15" WEST 793.35 FEET; THENCE SOUTH 00D39'48" WEST 190.29 FEET; THENCE SOUTHERLY TO THE RIGHT ALONG THE ARC OF A 803.50 FOOT RADIUS CURVE, A DISTANCE OF 270.60 FEET, CHORD BEARS SOUTH 10D18'41" WEST 269.32 FEET, HAVING A CENTRAL ANGLE OF 19D17'45"; THENCE SOUTHERLY DIRECTION WITH A REVERSE TANGENT CURVE TO THE LEFT OF A 696.50 FOOT RADIUS CURVE, A DISTANCE OF 50.53 FEET, CHORD BEARS SOUTH 17D52'51" WEST 50.52 FEET, HAVING A CENTRAL ANGLE OF 04D09'25" TO THE POINT OF BEGINNING.

**EXHIBIT “B”
To
INTERLOCAL AGREEMENT**

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the **PLEASANT VIEW CITY REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **WEBER SCHOOL DISTRICT**, a political subdivision of the State of Utah (the "School District") in contemplation of the following facts and circumstances:

- A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("**UCA**") §17B-4-1001 *et seq.* (2004), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "**Act**"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Pleasant View City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and
- B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and
- C. **WHEREAS**, the Agency has created the Rise Community Reinvestment Project Area (the "Project Area"), through the adoption of the Rise Project Area Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and
- D. **WHEREAS**, the Project Area contains industrial land, which is anticipated to be developed, with encouragement and planning by the Agency, into an expansion of the existing manufacturing facility within the Project Area. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and
- E. **WHEREAS**, historically, the Project Area has generated a total of \$190,853 per year in property taxes for the various taxing entities, including the City, Weber County (the "County"), the School District, and other taxing entities; and
- F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately \$266,774 per year at the end of the Project Area; and
- G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and
- H. **WHEREAS**, the School District has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and
- I. **WHEREAS**, the Agency has retained Urban & Main Consulting, an independent economic development consulting firm with substantial experience regarding community reinvestment projects and

tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS**, the Agency has created the Rise Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The School District has determined that additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The School District has determined to allow the Agency to receive and retain specified portions of its Tax Increment Share in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2025, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2025 Weber County assessment rolls for all anticipated developable property located within the Project Area (which is currently estimated to be \$17,866,749, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year of payment of the School District's Tax Increment to the Agency shall be determined by the Agency but shall be no later than 2028. The Agency may trigger the collection of Tax Increment by delivering a letter or other written request to the Weber County Clerk/Auditor's office (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for a period of fifteen (15) full calendar years, commencing with the year after the Agency delivers the Trigger Notice to the County (the "Increment Period").

6. **Total Payment to Agency.** The County, acting as the tax collection agency for the School District, shall remit to the Agency, beginning with property tax receipts during the Incremental Period, 50% of the annual Tax Increment generated from the real, personal, and centrally assessed property tax within the Project Area attributable to the School District's tax levy for a period of fifteen (15) years; provided, however, that the total amount of such Tax Increment generated and properly attributable to the School District's tax levy that is paid to the Agency under this Agreement shall not exceed a total of \$924,532 (the "Maximum Tax Increment Payment").

7. **School District's Participation Contingency.** The School District's obligation to share Tax Increment under this Agreement is expressly conditioned upon: (i) the use of project funds and improvements within the Project Area to support the expansion of a new product line that is anticipated to facilitate the creation of approximately 170 new jobs; and (ii) the City's participation in the Project Area through the adoption and approval of an interlocal agreement with the Agency. If the City does not adopt and approve its interlocal agreement with the Agency, this Agreement shall be void and of no further force or effect. If the City determines that project activities or expenditures are used for purposes other than the expansion of the new product line and associated job creation, the School District shall have no obligation to participate in the Project Area, no Tax Increment shall be paid or shared with the Agency, and this Agreement shall terminate.

8. **Property Tax Increase.** This Agreement provides for the payment of the increase in real, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the School District. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the School District, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County acting as the tax collection agency for the School District, from the Project Area.

9. **No Independent Duty.** The School District shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the School District's Tax Increment on an annual basis from and including Year One through and including Year Fifteen.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to School District:
Weber School District
Attn: Business Administrator
5320 Adams Pkwy
Ogden, UT 84405

Phone: (801) 476-7800

If to Agency:

Pleasant View City Redevelopment Agency

Attn: Agency Board

520 W Elberta Dr

Pleasant View, UT 84414

Phone: (801) 782-8529

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Weber County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the School District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the School District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate upon the earlier of (i) the expiration of fifteen (15) years following the trigger year for the Project Area, or (ii) the date on which the Maximum Tax Increment Payment is reached, whichever occurs first.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended

Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f.** Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g.** This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

County: WEBER SCHOOL DISTRICT

Attest:

By: _____

Its: President

Business Administrator

Approved as to form:

Attorney for School District

Agency: PLEASANT VIEW CITY REDEVELOPMENT AGENCY

Attest:

By: _____

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

SEE NEW MOUNTAIN SUBDIVISION 19-501-0001 FOR ASSESSMENT. PART OF THE SOUTH HALF OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT (NORTH 89D52' WEST 1268.0 FEET). NORTH 89D34'13" WEST 1250.97 FEET ALONG THE SECTION LINE AND (NORTH 26D12' WEST) NORTH 25D54'13" WEST 48.10 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25 AND WHICH POINT IS THE INTERSECTION OF THE WESTERLY RIGHT OF WAY BOUNDARY OF THE OREGON SHORT LINE RAILROAD AND THE NORTHERLY LINE OF 2700 NORTH STREET - UTAH STATE ROUTE 134 (80 FOOT WIDE RIGHT OF WAY); RUNNING THENCE NORTH 89D53'58" WEST 1059.83 FEET ALONG SAID NORTHERLY LINE OF 2700 NORTH STREET TO A POINT BEING 300.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 0D39'40" EAST 300.01 FEET ALONG A LINE PARALLEL TO AND BEING 300.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE QUARTER SECTION LINE TO A POINT BEING 300.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE NORTHERLY LINE OF 2700 NORTH STREET; THENCE NORTH 89D53'58" WEST 500.02 FEET ALONG A LINE PARALLEL TO AND BEING 300.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID NORTHERLY LINE OF STREET TO A POINT BEING 200.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 0D39'40" EAST 1399.39 FEET ALONG A LINE PARALLEL TO AND BEING 200.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 64D05'47" EAST 641.95 FEET ALONG A LINE PERPENDICULAR TO THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD TO A POINT ON SAID WESTERLY RAILROAD RIGHT OF WAY LINE; THENCE (SOUTH 26D12' EAST) SOUTH 25D54'13" EAST 2203.90 FEET ALONG SAID WESTERLY LINE OF THE RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134(2)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST 1/4 SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT 43.14 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 49+08.38 WHICH POINT IS 1250.97 FEET NORTH 89D34'13" WEST AND 48.10 FEET NORTH 25D54'13" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE NORTH 89D53'56" WEST 1060.01 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH CORNER IS 37.01 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 0D39'40" EAST 17.99 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 321.63 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 49D20'28" EAST 52.89 FEET TO A POINT 89.76 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D42'31" EAST 40.49 FEET TO A POINT 89.86 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 48D45'15" EAST 53.34 FEET TO A POINT 55.00 FEET, PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 258.75 FEET, ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 53D53'50" EAST 50.39 FEET TO A POINT 85.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 40.95 FEET TO A POINT 85.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 52D41'47" EAST 50.00 FEET TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 231.51 FEET, TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 55.00 FEET, PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 25D54'13" EAST 13.24 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING. (E#2078401) ALSO EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134(2)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST 1/4

SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 49+02.51, WHICH POINT IS 1250.97 FEET NORTH 89D34'13" WEST AND 61.34 FEET NORTH 25D54'13" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE NORTH 89D34'05" WEST 11.16 FEET, ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 25D54'13" WEST 42.21 FEET TO A POINT 92.83 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 64D06'18" EAST 10.00 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 97.26 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 25D54'13" EAST 47.16 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING. (E# 2078402) LESS AND EXCEPTING: A PART OF THE SOUTH HALF OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF RULON WHITE BOULEVARD AND THE NORTH LINE OF PVC STORE SUBDIVISION, RECORDED AS ENTRY NO. 2948359 IN THE WEBER COUNTY RECORDERS OFFICE LOCATED 335.94 FEET NORTH 03D34'39" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 25 (BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION WHICH BEARS SOUTH 89D34'13" EAST); RUNNING THENCE NORTH 89D53'58" WEST 217.23 FEET ALONG THE NORTH LINE OF SAID PVC STORE SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 24, PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1, RECORDED AS ENTRY NO. 1549557; THENCE NORTH 00D39'40" EAST 1399.39 FEET ALONG THE EAST LINE OF SAID PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1 TO THE SOUTHWEST CORNER OF LOT 6, PARKLAND COMMERCIAL SUBDIVISION PHASE 1 AND 2, 3RD AMENDMENT, RECORDED AS ENTRY NO. 2944652; THENCE NORTH 64D05'47" EAST 641.95 FEET ALONG THE SOUTHERLY LINE OF SAID PARKLAND COMMERCIAL SUBDIVISION PHASE 1 AND 2, 3RD AMENDMENT TO THE SOUTHEAST CORNER OF LOT 5, PARKLAND COMMERCIAL SUBDIVISION PHASE 2 1ST AMENDMENT, RECORDED AS ENTRY NO. 2788187 ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD; THENCE SOUTH 25D54'13" EAST 920.04 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 63D53'15" WEST 793.35 FEET; THENCE SOUTH 00D39'48" WEST 190.29 FEET; THENCE SOUTHERLY TO THE RIGHT ALONG THE ARC OF A 803.50 FOOT RADIUS CURVE, A DISTANCE OF 270.60 FEET, CHORD BEARS SOUTH 10D18'41" WEST 269.32 FEET, HAVING A CENTRAL ANGLE OF 19D17'45"; THENCE SOUTHERLY DIRECTION WITH A REVERSE TANGENT CURVE TO THE LEFT OF A 696.50 FOOT RADIUS CURVE, A DISTANCE OF 50.53 FEET, CHORD BEARS SOUTH 17D52'51" WEST 50.52 FEET, HAVING A CENTRAL ANGLE OF 04D09'25" TO THE POINT OF BEGINNING.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the **PLEASANT VIEW CITY REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **NORTH VIEW FIRE DISTRICT**, a political subdivision of the State of Utah (the "Fire District") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("**UCA**") §17B-4-1001 *et seq.* (2004), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "**Act**"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Pleasant View City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS**, the Agency has created the Rise Community Reinvestment Project Area (the "Project Area"), through the adoption of the Rise Project Area Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains industrial land, which is anticipated to be developed, with encouragement and planning by the Agency, into an expansion of the existing manufacturing facility within the Project Area. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$190,853 per year in property taxes for the various taxing entities, including the City, Weber County (the "County"), Weber School District, and other taxing entities; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately \$266,774 per year by the end of the Project Area's Tax Increment Period; and

G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS**, the Fire District has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS**, the Agency has retained Urban & Main Consulting, an independent economic development consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS**, the Agency has created the Rise Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The Fire District has determined that additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The Fire District has determined to allow the Agency to receive and retain specified portions of its Tax Increment Share in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2025, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2025 Weber County assessment rolls for all anticipated developable property located within the Project Area (which is currently estimated to be \$17,866,749, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable governmental entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year of payment of the Fire District's Tax Increment to the Agency shall be determined by the Agency but shall be no later than 2028. The Agency may trigger the collection of Tax Increment by delivering a letter or other written request to the Weber County Clerk/Auditor's office (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for a period of fifteen (15) full calendar years, commencing with the year after the Agency delivers the Trigger Notice to the County (the "Increment Period").

6. **Total Payment to Agency.** The County, acting as the tax collection agency for the Fire District, shall remit to the Agency, beginning with property tax receipts during the Incremental Period, 50% of the annual Tax Increment generated from the real, personal, and centrally assessed property tax within the Project Area attributable to the Fire District's tax levy for a period of fifteen (15) years; provided, however, that the total amount of such Tax Increment generated and properly attributable to the Fire District's tax levy that is paid to the Agency under this Agreement shall not exceed a total of \$214,145 (the "Maximum Tax Increment Payment").

7. **Fire District's Participation Contingency.** The Fire District's obligation to share Tax Increment under this Agreement is expressly conditioned upon the use of project funds and improvements within the Project Area to support the expansion of a new product line that is anticipated to facilitate the creation of approximately 170 new jobs. If the Fire District determines that project activities or expenditures are used for purposes other than the expansion of the new product line and associated job creation, the Fire District shall have no obligation to participate in the Project Area, no Tax Increment shall be paid or shared with the Agency, and this Agreement shall terminate.

8. **No Independent Duty.** The Fire District shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the Fire District's Tax Increment on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Fire District:

North View Fire District
Attn: Fire District Board
315 E. 2550 N.
North Ogden, UT 84414
Phone: (801) 782-8159

If to Agency:

Pleasant View City Redevelopment Agency
Attn: Agency Board
520 W Elberta Dr

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Weber County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the Fire District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the Fire District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate upon the earlier of (i) the expiration of fifteen (15) years following the trigger year for the Project Area, or (ii) the date on which the Maximum Tax Increment Payment is reached, whichever occurs first.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

FIRE DISTRICT: NORTH VIEW FIRE DISTRICT

Attest: _____ By: _____
Its: Board Chair

Secretary

Approved as to form:

Attorney for Fire District

Agency: PLEASANT VIEW CITY REDEVELOPMENT AGENCY

Attest: _____ By: _____
Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

SEE NEW MOUNTAIN SUBDIVISION 19-501-0001 FOR ASSESSMENT. PART OF THE SOUTH HALF OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT (NORTH 89D52' WEST 1268.0 FEET). NORTH 89D34'13" WEST 1250.97 FEET ALONG THE SECTION LINE AND (NORTH 26D12' WEST) NORTH 25D54'13" WEST 48.10 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25 AND WHICH POINT IS THE INTERSECTION OF THE WESTERLY RIGHT OF WAY BOUNDARY OF THE OREGON SHORT LINE RAILROAD AND THE NORTHERLY LINE OF 2700 NORTH STREET - UTAH STATE ROUTE 134 (80 FOOT WIDE RIGHT OF WAY); RUNNING THENCE NORTH 89D53'58" WEST 1059.83 FEET ALONG SAID NORTHERLY LINE OF 2700 NORTH STREET TO A POINT BEING 300.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 0D39'40" EAST 300.01 FEET ALONG A LINE PARALLEL TO AND BEING 300.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE QUARTER SECTION LINE TO A POINT BEING 300.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE NORTHERLY LINE OF 2700 NORTH STREET; THENCE NORTH 89D53'58" WEST 500.02 FEET ALONG A LINE PARALLEL TO AND BEING 300.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID NORTHERLY LINE OF STREET TO A POINT BEING 200.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 0D39'40" EAST 1399.39 FEET ALONG A LINE PARALLEL TO AND BEING 200.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 64D05'47" EAST 641.95 FEET ALONG A LINE PERPENDICULAR TO THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD TO A POINT ON SAID WESTERLY RAILROAD RIGHT OF WAY LINE; THENCE (SOUTH 26D12' EAST) SOUTH 25D54'13" EAST 2203.90 FEET ALONG SAID WESTERLY LINE OF THE RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134(2)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST 1/4 SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT 43.14 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 49+08.38 WHICH POINT IS 1250.97 FEET NORTH 89D34'13" WEST AND 48.10 FEET NORTH 25D54'13" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE NORTH 89D53'56" WEST 1060.01 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH CORNER IS 37.01 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 0D39'40" EAST 17.99 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 321.63 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 49D20'28" EAST 52.89 FEET TO A POINT 89.76 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D42'31" EAST 40.49 FEET TO A POINT 89.86 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 48D45'15" EAST 53.34 FEET TO A POINT 55.00 FEET, PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 258.75 FEET, ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 53D53'50" EAST 50.39 FEET TO A POINT 85.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 40.95 FEET TO A POINT 85.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 52D41'47" EAST 50.00 FEET TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 231.51 FEET, TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 55.00 FEET, PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 25D54'13" EAST 13.24 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING. (E#2078401) ALSO EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134(2)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST 1/4

SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 49+02.51, WHICH POINT IS 1250.97 FEET NORTH 89°34'13" WEST AND 61.34 FEET NORTH 25°54'13" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE NORTH 89°34'05" WEST 11.16 FEET, ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 25°54'13" WEST 42.21 FEET TO A POINT 92.83 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 64°06'18" EAST 10.00 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 97.26 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 25°54'13" EAST 47.16 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING. (E# 2078402) LESS AND EXCEPTING: A PART OF THE SOUTH HALF OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF RULON WHITE BOULEVARD AND THE NORTH LINE OF PVC STORE SUBDIVISION, RECORDED AS ENTRY NO. 2948359 IN THE WEBER COUNTY RECORDERS OFFICE LOCATED 335.94 FEET NORTH 03°34'39" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 25 (BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION WHICH BEARS SOUTH 89°34'13" EAST); RUNNING THENCE NORTH 89°53'58" WEST 217.23 FEET ALONG THE NORTH LINE OF SAID PVC STORE SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 24, PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1, RECORDED AS ENTRY NO. 1549557; THENCE NORTH 00°39'40" EAST 1399.39 FEET ALONG THE EAST LINE OF SAID PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1 TO THE SOUTHWEST CORNER OF LOT 6, PARKLAND COMMERCIAL SUBDIVISION PHASE 1 AND 2, 3RD AMENDMENT, RECORDED AS ENTRY NO. 2944652; THENCE NORTH 64°05'47" EAST 641.95 FEET ALONG THE SOUTHERLY LINE OF SAID PARKLAND COMMERCIAL SUBDIVISION PHASE 1 AND 2, 3RD AMENDMENT TO THE SOUTHEAST CORNER OF LOT 5, PARKLAND COMMERCIAL SUBDIVISION PHASE 2 1ST AMENDMENT, RECORDED AS ENTRY NO. 2788187 ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD; THENCE SOUTH 25°54'13" EAST 920.04 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 63°53'15" WEST 793.35 FEET; THENCE SOUTH 00°39'48" WEST 190.29 FEET; THENCE SOUTHERLY TO THE RIGHT ALONG THE ARC OF A 803.50 FOOT RADIUS CURVE, A DISTANCE OF 270.60 FEET, CHORD BEARS SOUTH 10°18'41" WEST 269.32 FEET, HAVING A CENTRAL ANGLE OF 19°17'45"; THENCE SOUTHERLY DIRECTION WITH A REVERSE TANGENT CURVE TO THE LEFT OF A 696.50 FOOT RADIUS CURVE, A DISTANCE OF 50.53 FEET, CHORD BEARS SOUTH 17°52'51" WEST 50.52 FEET, HAVING A CENTRAL ANGLE OF 04°09'25" TO THE POINT OF BEGINNING.

**EXHIBIT “B”
To
INTERLOCAL AGREEMENT**

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

RESOLUTION NO.

RESOLUTION OF PLEASANT VIEW CITY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE PLEASANT VIEW CITY REDEVELOPMENT AGENCY.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), and the provisions of the Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the "Act"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS Pleasant View City (the "City") and the Pleasant View City Redevelopment Agency (the "Agency"), are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the City desires to enter into an Interlocal Agreement with the Agency whereby the City would remit to the Agency a portion of the property tax increment generated within the Rise Community Reinvestment Project Area, (the "Project Area") which would otherwise flow to the City, for the purpose of encouraging development activities through the payment for certain public infrastructure and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Interlocal Cooperation Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PLEASANT VIEW CITY, AS FOLLOWS:

1. The Interlocal Cooperation Agreement between the City and the Agency, substantially in the form attached hereto as Exhibit A (the "Agreement"), is approved in final form, and shall be executed for and on behalf of the City by the Mayor of the City.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the City for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the City Recorder, the keeper of records of the City.
4. As provided in Utah Code Ann. § 17C-5-205(3), the Agreement shall be effective on the day on which the Agency publishes notice of the Agreements pursuant to Utah Code Ann. § 11-13-219 of the Interlocal Act.
5. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of Pleasant View City this ____ day of
____, 2026.

Mayor,
Pleasant View City

Attest:

City Recorder

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the **PLEASANT VIEW CITY REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **PLEASANT VIEW CITY**, a political subdivision of the State of Utah (the "City") in contemplation of the following facts and circumstances:

- A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("**UCA**") §17B-4-1001 *et seq.* (2004), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "**Act**"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and
- B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and
- C. **WHEREAS**, the Agency has created the Rise Community Reinvestment Project Area (the "Project Area"), through the adoption of the Rise Project Area Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and
- D. **WHEREAS**, the Project Area contains industrial land, which is anticipated to be developed, with encouragement and planning by the Agency, into an expansion of the existing manufacturing facility within the Project Area. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and
- E. **WHEREAS**, historically, the Project Area has generated a total of \$190,853 per year in property taxes for the various taxing entities, including the City, Weber County (the "County"), Weber School District, and other taxing entities; and
- F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other taxing entities are projected to total approximately \$266,774 per year by the end of the Project Area's Tax Increment Period; and
- G. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased real and personal property tax (i.e., Tax Increment,) which will be generated by the Project Area; and
- H. **WHEREAS**, the City has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

I. **WHEREAS**, the Agency has retained Urban & Main Consulting, an independent economic development consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for investment of Tax Increment revenues from and within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

J. **WHEREAS**, the Agency has created the Rise Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that additional Tax Increment will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The City has determined to allow the Agency to receive and retain specified portions of its Tax Increment Share in order for the Agency to offset costs and expenses which will be incurred by Agency or participants in Project Area development, including, without limitation, the construction and installation of Buildings, infrastructure improvements, personal property and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2025, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2025 Weber County assessment rolls for all anticipated developable property located within the Project Area (which is currently estimated to be \$17,866,749, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, as outlined in Exhibit "A" (the "Property"), shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable governmental entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year of payment of the City's Tax Increment to the Agency shall be determined by the Agency but shall be no later than 2028. The Agency may trigger the collection of Tax Increment by delivering a letter or other written request to the Weber County Clerk/Auditor's office (the "Trigger Notice"). The Agency shall be entitled to receive Tax Increment for a period of fifteen (15) full calendar years, commencing with the year after the Agency delivers the Trigger Notice to the County (the "Increment Period").

6. **Total Payment to Agency.** The County, acting as the tax collection agency for the City, shall remit to the Agency, beginning with property tax receipts during the Incremental Period, 50% of the annual Tax Increment generated from the real, personal, and centrally assessed property tax within the Project Area attributable to the City's tax levy for a period of fifteen (15) years; provided, however, that the total amount of such Tax Increment generated and properly attributable to the City's tax levy that is paid to the Agency under this Agreement shall not exceed a total of \$132,534 (the "Maximum Tax Increment Payment").

7. **City's Participation Contingency.** The City's obligation to share Tax Increment under this Agreement is expressly conditioned upon the use of project funds and improvements within the Project Area to support the expansion of a new product line that is anticipated to facilitate the creation of approximately 170 new jobs. If the City determines that project activities or expenditures are used for purposes other than the expansion of the new product line and associated job creation, the City shall have no obligation to participate in the Project Area, no Tax Increment shall be paid or shared with the Agency, and this Agreement shall terminate.

8. **No Independent Duty.** The City shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the City's Tax Increment on an annual basis from and including Year One through and including Year Fifteen.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to City:

Pleasant View City
Attn: City Council
520 W Elberta Dr
Pleasant View, UT 84414
Phone: (801) 782-8529

If to Agency:

Pleasant View City Redevelopment Agency
Attn: Agency Board
520 W Elberta Dr

Pleasant View, UT 84414

Phone: (801) 782-8529

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Weber County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the City cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate upon the earlier of (i) the expiration of fifteen (15) years following the trigger year for the Project Area, or (ii) the date on which the Maximum Tax Increment Payment is reached, whichever occurs first.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

25. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

CITY: PLEASANT VIEW CITY

Attest:

By: _____

Its: Mayor

City Recorder

Approved as to form:

Attorney for City

Agency: PLEASANT VIEW CITY REDEVELOPMENT AGENCY

Attest:

By: _____

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

SEE NEW MOUNTAIN SUBDIVISION 19-501-0001 FOR ASSESSMENT. PART OF THE SOUTH HALF OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT (NORTH 89D52' WEST 1268.0 FEET). NORTH 89D34'13" WEST 1250.97 FEET ALONG THE SECTION LINE AND (NORTH 26D12' WEST) NORTH 25D54'13" WEST 48.10 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25 AND WHICH POINT IS THE INTERSECTION OF THE WESTERLY RIGHT OF WAY BOUNDARY OF THE OREGON SHORT LINE RAILROAD AND THE NORTHERLY LINE OF 2700 NORTH STREET - UTAH STATE ROUTE 134 (80 FOOT WIDE RIGHT OF WAY); RUNNING THENCE NORTH 89D53'58" WEST 1059.83 FEET ALONG SAID NORTHERLY LINE OF 2700 NORTH STREET TO A POINT BEING 300.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 0D39'40" EAST 300.01 FEET ALONG A LINE PARALLEL TO AND BEING 300.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE QUARTER SECTION LINE TO A POINT BEING 300.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE NORTHERLY LINE OF 2700 NORTH STREET; THENCE NORTH 89D53'58" WEST 500.02 FEET ALONG A LINE PARALLEL TO AND BEING 300.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID NORTHERLY LINE OF STREET TO A POINT BEING 200.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 0D39'40" EAST 1399.39 FEET ALONG A LINE PARALLEL TO AND BEING 200.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE QUARTER SECTION LINE; THENCE NORTH 64D05'47" EAST 641.95 FEET ALONG A LINE PERPENDICULAR TO THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD TO A POINT ON SAID WESTERLY RAILROAD RIGHT OF WAY LINE; THENCE (SOUTH 26D12' EAST) SOUTH 25D54'13" EAST 2203.90 FEET ALONG SAID WESTERLY LINE OF THE RAILROAD RIGHT OF WAY TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134(2)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST 1/4 SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT 43.14 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 49+08.38 WHICH POINT IS 1250.97 FEET NORTH 89D34'13" WEST AND 48.10 FEET NORTH 25D54'13" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE NORTH 89D53'56" WEST 1060.01 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH CORNER IS 37.01 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 0D39'40" EAST 17.99 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 321.63 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 49D20'28" EAST 52.89 FEET TO A POINT 89.76 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D42'31" EAST 40.49 FEET TO A POINT 89.86 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 48D45'15" EAST 53.34 FEET TO A POINT 55.00 FEET, PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 258.75 FEET, ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 53D53'50" EAST 50.39 FEET TO A POINT 85.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 40.95 FEET TO A POINT 85.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 52D41'47" EAST 50.00 FEET TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 89D34'05" EAST 231.51 FEET, TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 55.00 FEET, PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 25D54'13" EAST 13.24 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING. (E#2078401) ALSO EXCEPTING THEREFROM THE FOLLOWING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO. SP-0134(2)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST 1/4

SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE OF SAID PROJECT AT ENGINEERS STATION 49+02.51, WHICH POINT IS 1250.97 FEET NORTH 89°34'13" WEST AND 61.34 FEET NORTH 25°54'13" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE NORTH 89°34'05" WEST 11.16 FEET, ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT 55.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 25°54'13" WEST 42.21 FEET TO A POINT 92.83 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 64°06'18" EAST 10.00 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT 97.26 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 25°54'13" EAST 47.16 FEET ALONG SAID EASTERLY BOUNDARY LINE TO THE POINT OF BEGINNING. (E# 2078402) LESS AND EXCEPTING: A PART OF THE SOUTH HALF OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF RULON WHITE BOULEVARD AND THE NORTH LINE OF PVC STORE SUBDIVISION, RECORDED AS ENTRY NO. 2948359 IN THE WEBER COUNTY RECORDERS OFFICE LOCATED 335.94 FEET NORTH 03°34'39" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 25 (BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION WHICH BEARS SOUTH 89°34'13" EAST); RUNNING THENCE NORTH 89°53'58" WEST 217.23 FEET ALONG THE NORTH LINE OF SAID PVC STORE SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 24, PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1, RECORDED AS ENTRY NO. 1549557; THENCE NORTH 00°39'40" EAST 1399.39 FEET ALONG THE EAST LINE OF SAID PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1 TO THE SOUTHWEST CORNER OF LOT 6, PARKLAND COMMERCIAL SUBDIVISION PHASE 1 AND 2, 3RD AMENDMENT, RECORDED AS ENTRY NO. 2944652; THENCE NORTH 64°05'47" EAST 641.95 FEET ALONG THE SOUTHERLY LINE OF SAID PARKLAND COMMERCIAL SUBDIVISION PHASE 1 AND 2, 3RD AMENDMENT TO THE SOUTHEAST CORNER OF LOT 5, PARKLAND COMMERCIAL SUBDIVISION PHASE 2 1ST AMENDMENT, RECORDED AS ENTRY NO. 2788187 ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD; THENCE SOUTH 25°54'13" EAST 920.04 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 63°53'15" WEST 793.35 FEET; THENCE SOUTH 00°39'48" WEST 190.29 FEET; THENCE SOUTHERLY TO THE RIGHT ALONG THE ARC OF A 803.50 FOOT RADIUS CURVE, A DISTANCE OF 270.60 FEET, CHORD BEARS SOUTH 10°18'41" WEST 269.32 FEET, HAVING A CENTRAL ANGLE OF 19°17'45"; THENCE SOUTHERLY DIRECTION WITH A REVERSE TANGENT CURVE TO THE LEFT OF A 696.50 FOOT RADIUS CURVE, A DISTANCE OF 50.53 FEET, CHORD BEARS SOUTH 17°52'51" WEST 50.52 FEET, HAVING A CENTRAL ANGLE OF 04°09'25" TO THE POINT OF BEGINNING.

**EXHIBIT “B”
To
INTERLOCAL AGREEMENT**

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget