

**MINUTES  
BOX ELDER COUNTY COMMISSION  
MAY 30, 2023**

The Board of County Commissioners of Box Elder County, Utah met in a Commission Meeting at the County Courthouse, 01 South Main Street in Brigham City, Utah at 11:15 a.m. on **May 30, 2023**. The following members were present:

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla R. Young	Clerk

The following items were discussed:

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

The Administrative/Operational Session adjourned at 11:25 a.m.

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

Stan Summers	Chairman
Boyd Bingham	Commissioner
Lee Perry	Commissioner
Marla Young	County Clerk

The prayer was offered by Commissioner Bingham.  
The Pledge of Allegiance was led by Clerk Marla Young.

**APPROVAL OF MINUTES**

**THE MINUTES OF THE REGULAR MEETING OF, MAY 03, 2023 WERE APPROVED AS WRITTEN ON A MOTION BY COMMISSIONER PERRY, SECONDED BY COMMISSIONER BINGHAM AND UNANIMOUSLY CARRIED.**

**ATTACHMENT NO. 1 - AGENDA**



**ADMINISTRATIVE REVIEW/REPORTS/FUTURE AGENDA ITEMS – COMMISSION**

**Division of Forestry, Fire, and State Lands Contract - Commissioner Perry**

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Commissioner Perry stated the Forestry Fire and State Lands contract needs to be put on the next agenda.

**Animal Control Services - Chairman Summers**

Chairman Summers stated that Animal Control Services should be placed on the next agenda for discussion.

**FORMER AGENDA ITEMS FOLLOW-UP – COMMISSIONERS**

There were no Former Agenda Items discussed.

**EMERGENCY MANAGEMENT ISSUES**

There were no Emergency Management Issues discussed.

**ARPA**

**Commissioner Perry stated ARPA funds could be used to help offset some expenses in the Auditor's Office.**

Auditor Shirlene Larsen stated with employee shortages, overtime costs, temporary auditors, and the need for more space in the office they will need to either reopen the budget for modification or use ARPA funding to cover the costs. She explained by being short staffed they have gone over the overtime budget by 400%. They will need a new chief deputy and new furniture for modification to the space in the office. She requested \$60,000.00 from ARPA money for their needs.

**MOTION:** Commissioner Perry made a motion to use \$60,000.00 of ARPA funds to offset the costs of the Auditor's office. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.



**BOX ELDER COUNTY EMPLOYEE RECOGNITION**

Commissioner Perry stated they received several nominations for employee recognition. The Commissioners have decided the members of the employee committee should be recognized. Their hard work in planning a fundraiser for a fellow employee was amazing. The county has so many great employees and it is good to see them looking out for other employees. The employee committee members are Chris Brown, Ashley Hendrickson, Liz Johnson, Heather Nelson, Kirk Ward, Tammy Gibson, Hilary Gerhart, Tiffine Jensen, Miriana Hernandez, Casey Satterthwaite, Faye Jensen, and Nick Hawkes.

**ATTORNEY'S OFFICE**

**Easement Agreement #23-42 with the State of Utah, Through the School and Institutional Trust Lands Administration (SITLA), to Maintain Right-of-way Access to an Unnamed Road off of Johnson Canyon Road-Anne Hansen**

Deputy Attorney Anne Hansen explained SITLA (School and Institutional Trust Lands Administration) owns property by Johnson Canyon Road. She stated the agreement grants an easement and some maintenance will be done by the county.

**MOTION:** Commissioner Bingham made a motion to approve Agreement #23-42. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO. 2 - Agreement #23-42**

**Resolution #23-04 Authorizing Use of Contraband for Law Enforcement K9 Training-Stephen Hadfield**

Attorney Stephen Hadfield explained Resolution #23-04 allows for the use of contraband for K9 training as a public interest use.

Patrol LT. James Summerill explained they have a new dog who is going through K9 training. They use various drugs associated with cases already adjudicated. He explained safety measures that are taken to keep the drugs secure as well as a tracking method. He explained they use drugs that have been seized for the training. He stated they will be receiving another dog in October.



**MOTION:** Commissioner Perry made a motion to approve Resolution #23-04 authorizing the use of contraband for Law Enforcement K9 Training. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

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**ATTACHMENT NO. 3 - Resolution #23-04**

**Agreement #23-43 Outlining the Exchange of Land to Facilitate the Forest Street Bridge**

**Project-Brigham City and Stephen Hadfield**

Deputy Attorney Anne Hansen explained Agreement #23-43 is a land trade agreement with Brigham City. She explained the property has gone through the surplus property procedure. She said the property is a small piece by the County Fire Department Office and Brigham City needs the property for access when the Forest Street bridge is built.

**MOTION:** Commissioner Bingham made a motion to approve Agreement #23-43. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO. 4 - Agreement #23-43**

**Employee Agreement-Anne Hansen**

The Commissioners reviewed the agreement with an employee in a closed session.

**MOTION:** Commissioner Perry made a motion to approve an agreement with an employee and ratify the signature on the agreement. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**COMMISSIONERS**

**Box Elder County Historical Courthouse Replacement Cost VS Reproduction Cost and**

**Appraisal Value-Chase Stratton**

Risk Manager Chase Stratton stated an appraisal on the county courthouse is done every five years for insurance purposes. He asked the Commission to determine whether they would like



the building to be insured for replacement cost or reproduction cost. He explained reproduction cost is \$5,500.00 more per year.

Auditor Shirlene Larsen stated she thinks the Commission would want to go with reproduction costs because it is a historical building. To reproduce construction and materials is a difference of \$5,000,000.00

Commissioner Perry gave an example of reproduction costs when there was a fire in the Governor's mansion.

Chief Building Official Codey Illum stated a lot of the building is not historical. The footprint has changed over the years.

**MOTION:** Commissioner Perry made a motion to choose the replacement cost for the insurance on the courthouse. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

#### **Approval for Letter to the State Water Engineer for Area 29 - Commissioner Bingham**

Commissioner Bingham stated they have drafted a letter to the State Water Engineer explaining the county's concerns regarding water rights in Area 29.

**MOTION:** Commissioner Bingham made a motion to authorize a letter to be sent to the state regarding the views of the county concerning water rights. The motion was seconded by Commissioner Perry and carried unanimously on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

#### **ATTACHMENT NO. 5 - Letter to State Water Engineer**

#### **Opioid Settlement Funds Disbursement and Budget 2023-2024-Commissioners**

Commissioner Perry stated the county will be receiving a settlement from the Opioid Settlement Funds and the Commission needs to decide how the funds are going to be used to help those with addiction problems.

Jordan Mathis, Bear River Health Department, stated it is quite restrictive on what the funding can be used for. He said their proposed plan is thirty percent prevention and seventy percent for



treatment. They are hopeful that eventually the percentage will change to more for prevention. He said the amount anticipated is \$225,667.84 in the first tranche.

Commissioner Perry stated he would like to see any remainder of funds to be given to the Sheriff's Department for the county jail nursing program to be used for patients with addiction issues.

**MOTION:** Commissioner Perry made a motion to accept the proposed plan of 30% prevention and 70% percent treatment in the amount of \$153,454.13 and if there is any amount remaining to allocate it to the Box Elder County Jail Nursing Program for inmates with addiction issues. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**County Option Sales and Use Tax for Highways and Public Transit Ordinance #580 - Commissioners**

Commissioner Perry explained that SB175 created an optional sales and use tax. By passing the ordinance, it allows counties to opt in for access to B & C road funds in Class 3, 4, 5, & 6 counties. The funding is a one time funding based on road miles in the county. He said the Commission has been discussing it with the mayors and councils in the state. He shared information that the mayors and councils of Brigham City, Perry, and Willard have decided to put a measure on the ballot to repeal the extra sales tax that was implemented in 2012 for UTA commuter rail. If the citizens repeal the tax it allows the county to pass a quarter cent tax for roads. He explained there are ongoing funds available too.

Commissioner Bingham said he is not a fan of tax increases but through his experiences working for a municipality and trying to maintain roads without funding he felt this was a good idea.

**MOTION:** Commissioner Perry made a motion to adopt Ordinance #580 enacting a county option for sales and use tax authorized by Utah code 59-12-2219. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO. 6 - Ordinance #580**



## **COMMUNITY DEVELOPMENT**

### **Summerland Ranches Phase 1 Subdivision and Improvement Agreement-Scott Lyons**

Community Development Director Scott Lyons presented the Summerland Ranches Phase 1 Subdivision. He stated it is a twelve lot subdivision in the Bothwell area at approximately 13600 N 10600 W. The lots are 5.5 - 6 acres. He stated there is an improvement agreement since there is new infrastructure. The plat has been reviewed and approved by all applicable departments. They are waiting for the applicant to show proof of escrow.

**MOTION:** Commissioner Bingham made a motion to approve the Summerland Ranches Phase 1 and the Improvement Agreement. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

### **Conger Subdivision 1-Lot-Scott Lyons**

Community Development Director Scott Lyons stated the Conger Subdivision 1-Lot is located in the South Willard area on the corner of 8100 S 950 W and is .5 acres. The plat has been reviewed by all applicable departments.

**MOTION:** Commissioner Bingham made a motion to approve the Conger Subdivision 1-Lot. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

### **Land Use Application Z23-008: 70 Foot Entrance Allowance-Scott Lyons**

Community Development Director Scott Lyons explained they received a request for a text amendment regarding ingress and egress standards, specifically driveway approaches. Currently the code allows for up to a 50 foot wide driveway for commercial purposes, except along state highways. The request was to expand to 70 feet and not to change the language but to include a new language. The Planning Commission reviewed the request and a public hearing was held. The Planning Commission has forwarded a recommendation for denial with the following findings: a 50 foot approach is adequate and changing to a 70 foot approach in a heavy truck could have a potential negative impact on other properties in the vicinity.



Commissioner Bingham stated the applicant may also have the option to annex into Tremonton where the zoning is different.

**MOTION:** Commissioner Bingham made a motion to accept the recommendation of the Planning Commission and deny the request. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Land Use Application Z23-005: Frontage-Nonfunctional Amendment-Scott Lyons**

Community Development Director Scott Lyons stated they received a request for a text amendment regarding commercial and manufacturing frontages and setbacks. The request was to allow no setback requirements if the frontage was non-functional. He explained this would allow for a building to be placed on the property line in an area that access is not granted. The Planning Commission reviewed the request and had some concerns and a public hearing was held. They were concerned there was not a definition of non-functional and allowing structures on a right of way line could be a problem and recommended denial.

**MOTION:** Commissioner Bingham made a motion to accept the Planning Commission's recommendation of denial. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Zoning Map Amendment- Ordinance #579-Scott Lyons**

Community Development Director Scott Lyons stated they received a request for a zoning map amendment. The property is located at 5200 W 4800 N just southwest of Bear River City. He explained the property is subject to the annexation policy but the applicant did not want to annex. They went through the proper procedures and the annexation was denied so they came to the county and requested the zone change. The zoning is currently A20 and the request is to change to RR20. The property is 30.29 acres. A public hearing was held, no comment was received, and the Planning Commission has reviewed the request and has forwarded their recommendation of approval as the request meets the four required goals of the General Plan.

**MOTION:** Commissioner Bingham made a motion to approve Ordinance #579. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO. 7 - Ordinance #579**



**Ordinance Text Amendment- Sections in Chapter 6-1 Dealing with Wells-Scott Lyons**

Community Development Director Scott Lyons stated they received a request for a text amendment regarding wells. He read the request which states: “ If public water is not available and a private well is required, buyers will be required to drill the well and test the water prior to an occupancy permit being issued. A subdivider may subdivide the lot and sell the lot with proper notice. “ He said they reviewed the subdivision code with the county attorney and felt the subdivision code addresses water adequately. The Planning Commission reviewed the proposal and a public hearing was held. The Planning Commission recommends denial based on the fact that subdivision lots should be ready to build upon approval of the subdivision.

**MOTION:** Commissioner Bingham made a motion to deny the text amendment according to the recommendation of the Planning Commission. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Fielding Ranch Subdivision-Scott Lyons**

Community Development Director Scott Lyons stated the Fielding Ranch Subdivision is located at 17114 N 3600 W northwest of Fielding. The plat has been reviewed by all the necessary departments and is ready for approval.

**MOTION:** Commissioner Bingham made a motion to approve the Fielding Ranch Subdivision. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**Little Bear Manor Subdivision-Scott Lyons**

Community Development Director Scott Lyons presented the Little Bear Manor Subdivision for approval. He stated it is a four lot subdivision located at 3656 W State Hwy 102 west of Deweyville. The plat has been reviewed by all applicable departments.

**MOTION:** Commissioner Bingham made a motion to approve the Little Bear Manor Subdivision. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.



## **BUILDINGS & GROUNDS**

### **Interlocal Cooperation Agreement #23-41 Between Box Elder County and Snowville**

#### **Town for Building Permit and Plan Review Services-Codey Illum**

Chief Building Official Codey Illum explained Agreement #23-41 is an agreement with Snowville Town to have the county provide building inspection services.

**MOTION:** Commissioner Perry made a motion to approve Interlocal Agreement #23-41. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

#### **ATTACHMENT NO. 8 - Agreement #23-41**

## **FAIRGROUNDS**

### **Coca-Cola Contract #23-40-Jan Rhodes**

Fairgrounds Manager Jan Rhodes stated they have been working with Coca Cola to renew the contract for the fair. She said Coke has been very generous and helpful to the fair. She said the county attorney's office has reviewed the contract and changed two items.

**MOTION:** Commissioner Perry made a motion to approve Contract #23-40. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

#### **ATTACHMENT NO. 9 - Contract #23-40**

## **FIRE DEPARTMENT**

### **EMS Awards-Kevin Lloyd**

Fire Marshal Kevin Lloyd said last week was National EMS week and the state of Utah does state awards. There were a lot of nominations and it is rare to be awarded one award but three awards were given to Box Elder County entities/people.

Chairman Summers commended EMS for all they do.



**LANDFILL**

**Ordinance #578 Setting Host Fee for the Box Elder County Solid Waste Facility-Shirlene**

**Larsen and Gina Allen**

Landfill Director Gina Allen and Auditor Shirlene Larsen presented Ordinance #578. Shirlene explained the ordinance is an update to the old ordinance to address host fees for wastewater processes and what needs to be done for year end. She explained it will help with records of the host fees.

**MOTION:** Commissioner Perry made a motion to adopt Ordinance #578 setting a host fee with the proposed changes made by the county attorney. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO. 10 - Ordinance #578**

**Resolution #23-03 Setting the Host and Administrative Fees for the Box Elder Solid**

**Waste Facility-Shirlene Larsen and Gina Allen**

Auditor Shirlene Larsen stated the resolution sets the host and administrative fees for the year.

**MOTION:** Commissioner Perry made a motion to approve Resolution #23-03 setting the host and administrative fees for the landfill. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

**ATTACHMENT NO. 11 - Resolution #23-03**

**RECORDER'S OFFICE**

**County Recorder Appeal Authority Ordinance HB 351 (2023)-Chad Montgomery**

Recorder Chad Montgomery stated HB351 creates a standard board for county recorders. He explained he has been put on that board. One requirement of the bill is that the county pass an ordinance regarding an appeals board. The ordinance needs to be completed by July 1, 2023.



## **WEED DEPARTMENT**

### **Approval of Noxious Weed Grant #23-39-Wyatt Freeze**

Road Supervisor Darin MacFarland explained the Noxious Weed Grant is for \$7,000 from the Utah Weed Supervisor to combat and eradicate noxious weeds.

**MOTION:** Commissioner Bingham made a motion to approve Grant #23-39. The motion was seconded by Commissioner Perry and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

### **ATTACHMENT NO. 12 - Grant #23-39**

## **SHERIFF'S OFFICE**

### **Contract #23-37 for Court Security & Bailiff Services-Sheriff Potter**

Sheriff Kevin Potter presented Contract #23-37 with the state of Utah for bailiff and court security services. He said the state pays for bailiffs and security. He stated it is a renewal and the same as prior years other than the hourly wage of the deputies.

**MOTION:** Commissioner Perry made a motion to approve Contract #23-37. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.

### **ATTACHMENT NO. 13 - Contract #23-37**

### **Lease Agreement #23-38 Dunn Peak Repeater Property-Sheriff Potter**

Sheriff Kevin Potter stated Lease agreement #23-38 is for the tower on Raft River Mountain. They have leased the property for 40-50 years. The parents have died and the new agreement is with family members that now own the property. The cost is \$300.00 for the duration of the lease.

**MOTION:** Commissioner Perry made a motion to approve Agreement #23-38. The motion was seconded by Commissioner Bingham and unanimously carried on a roll call vote of Chairman Summers voting Yea, Commissioner Bingham voting Yea, and Commissioner Perry voting Yea.



**ATTACHMENT NO. 14 - Agreement #23-38**

**RDA Meeting**

**MOTION:** Commissioner Perry made a motion to move into an RDA meeting. The motion was seconded by Commissioner Bingham and the Commissioners recessed to an RDA meeting at 12:56 pm.

**WARRANT REGISTER – COMMISSIONERS**

The Warrant Register was signed and the following claims were approved: Claim numbers 120677 through 120678 and 120730 through 120767 in the amount of \$794,251.70 and claim numbers 120671 through 120676 and claim numbers 120679 through 120729 in the amount of \$252,747.36 and claim numbers 120541 through 120553 and 120617 through 120670 in the amount of \$808,871.61 with voided claim number 120466 and Claim number 120768 through 120837 in the amount \$522,243.03 with voided claim numbers 120676 and 120691.

**PERSONNEL ACTIONS/VOLUNTEER ACTION FORMS – COMMISSIONERS**

<b>Employee Name:</b>	<b>Department:</b>	<b>PA Type:</b>	<b>Effective Date:</b>
WILLARD, LANA	SHERIFF'S OFFICE	CELL PHONE ALLOWANCE	05/11/2023
HALES, ADAM	WEED DEPARTMENT	REHIRE	05/08/2023
WHITAKER, ENOCH	WEED DEPARTMENT	NEW HIRE	05/08/2023
WHITAKER, SAMUEL	WEED DEPARTMENT	NEW HIRE	05/08/2023
CONNELL, CATHY	SHERIFF'S OFFICE	SEPARATION	05/12/2023
ANDERSON, KYLEE	SHERIFF'S OFFICE	UNIFORM ALLOWANCE	05/15/2023
NELSON, STACIE	TREASURER'S OFFICE	STATUS CHANGE	05/08/2023
BARFUSS, SANDRA	SHERIFF'S OFFICE	OFFICER TO SERGEANT	05/12/2023
WHITAKER, SAMUEL	WEED DEPARTMENT	CELL PHONE ALLOWANCE	05/08/2023
WHITAKER, ENOCH	WEED DEPARTMENT	CELL PHONE ALLOWANCE	05/08/2023
HALES, ADAM	WEED DEPARTMENT	CELL PHONE ALLOWANCE	05/08/2023
SMITH, TERI	WEED DEPARTMENT	CELL PHONE ALLOWANCE	05/08/2023
WAGSTAFF, TYLER	ROAD DEPARTMENT	PROMOTION	05/22/2023

**CLOSED SESSION**

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

**MOTION:** At 1:00 p.m. a motion was made by Commissioner Perry to move into a closed session. The motion was seconded by Commissioner Bingham and unanimously carried.

**MOTION:** At 1:48 p.m. a motion was made by Commissioner Perry to reconvene into regular commission meeting. Commissioner Bingham seconded the motion. The motion carried unanimously and regular commission meeting was reconvened.



**ADJOURNMENT**

A motion was made by Commissioner Perry to adjourn. Commissioner Bingham seconded the motion, and the meeting adjourned at 1:50 p.m.

**ADOPTED AND APPROVED** in regular session this 7th day of June 2023.


  
Stan Summers, Chairman

  
Boyd Bingham, Commissioner

  
Lee Perry, Commissioner



ATTEST:

  
Marla R. Young, Clerk





## COUNTY COMMISSION MEETING

Commission Chambers, 01 South Main Street, Brigham City, Utah 84302

Tuesday, May 30, 2023 at 11:30 AM

### AGENDA

**NOTICE:** *Public notice is hereby given that the Box Elder County Board of County Commissioners will hold an Administrative/Operational Session commencing at 11:15 A.M. and a regular Commission Meeting commencing at 11:30 P.M. on Tuesday May 30, 2023 in the Commission Chambers of the Box Elder County Courthouse, 01 South Main Street, Brigham City, Utah.*

#### **1. ADMINISTRATIVE / OPERATIONAL SESSION**

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

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

- A. Invocation Given by: Commissioner Bingham
- B. Pledge of Allegiance Given by: Clerk Marla Young
- C. Approval of Minutes May 3, 2023

#### **3. ADMINISTRATIVE REVIEW / REPORTS / FUTURE AGENDA ITEMS**

#### **4. FORMER AGENDA ITEMS**

#### **5. EMERGENCY MANAGEMENT ISSUES**

#### **6. ARPA**

#### **7. BOX ELDER COUNTY EMPLOYEE RECOGNITION**

#### **8. ATTORNEY'S OFFICE**

- A. 11:38 Easement Agreement #23-42 with the State of Utah, Through the School and Institutional Trust Lands Administration (SITLA), to Maintain Right-of-way Access to an Unnamed Road off of Johnson Canyon Road-Anne Hansen
- B. 11:42 Resolution #23-04 Authorizing Use of Contraband for Law Enforcement K9 Training-Stephen Hadfield
- C. 11:45 Agreement #23-43 Outlining the Exchange of Land to Facilitate the Forest Street Bridge Project-Brigham City and Stephen Hadfield
- D. 11:50 Employee Agreement-Anne Hansen

#### **9. COMMISSIONERS**

- A. 11:55 Box Elder County Historical Courthouse Replacement Cost VS Reproduction Cost and Appraisal Value-Chase Stratton
- B. 12:00 Approval for Letter to the State Water Engineer for Area 29-Commissioner Bingham
- C. 12:02 Opioid Settlement Funds Disbursement and Budget 2023-2024-Commissioners



- D. 12:04 County Option Sales and Use Tax for Highways and Public Transit Ordinance #580-Commissioners

#### **10. COMMUNITY DEVELOPMENT**

- A. 12:06 Summerland Ranches Phase 1 Subdivision and Improvement Agreement-Scott Lyons
- B. 12:08 Conger Subdivision 1-Lot-Scott Lyons
- C. 12:10 Land Use Application Z23-008: 70 Foot Entrance Allowance-Scott Lyons
- D. 12:12 Land Use Application Z23-005: Frontage-Nonfunctional Amendment-Scott Lyons
- E. 12:14 Zoning Map Amendment- Ordinance #579-Scott Lyons
- F. 12:16 Ordinance Text Amendment- Sections in Chapter 6-1 Dealing with Wells-Scott Lyons
- G. 12:18 Fielding Ranch Subdivision-Scott Lyons
- H. 12:20 Little Bear Manor Subdivision-Scott Lyons

#### **11. BUILDINGS & GROUNDS**

- A. 12:22 Interlocal Cooperation Agreement #23-41 Between Box Elder County and Snowville Town for Building Permit and Plan Review Services-Codey Illum

#### **12. FAIRGROUNDS**

- A. 12:24 Coke-Cola Contract #23-40-Jan Rhodes

#### **13. FIRE DEPARTMENT**

- A. 12:28 EMS Awards-Kevin Lloyd

#### **14. LANDFILL**

- A. 12:38 Ordinance #578 Setting Host Fee for the Box Elder County Solid Waste Facility-Shirlene Larsen and Gina Allen
- B. 12:40 Resolution #23-03 Setting the Host and Administrative Fees for the Box Elder Solid Waste Facility-Shirlene Larsen and Gina Allen

#### **15. RECORDER'S OFFICE**

- A. 12:42 County Recorder Appeal Authority Ordinance HB 351 (2023)-Chad Montgomery

#### **16. WEED DEPARTMENT**

- A. 12:47 Approval of Noxious Weed Grant #23-39-Wyatt Freeze

#### **17. SHERIFF'S OFFICE**

- A. 12:53 Contract #23-37 for Court Security & Bailiff Services-Sheriff Potter
- B. 12:58 Lease Agreement #23-38 Dunn Peak Repeater Property-Sheriff Potter

#### **18. WARRANT REGISTER**

#### **19. PERSONNEL ACTIONS / VOLUNTEER ACTION FORMS / CELL PHONE ALLOWANCE**

#### **20. CLOSED SESSION**

#### **21. ADJOURNMENT**



Prepared and posted this 26th day of May, 2023. Mailed to the Box Elder News Journal and the Leader on the 26th of May, 2023. These assigned times may vary depending on the length of discussion, cancellation of scheduled agenda times and agenda alteration. Therefore, the times are estimates of agenda items to be discussed. If you have any interest in any topic you need to be in attendance at 11:30 a.m.

A handwritten signature in cursive script, reading "Marla R. Young". The signature is fluid and elegant, with the first name "Marla" being more prominent than the last name "Young".

Marla R. Young - County Clerk

Box Elder County

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



## EASEMENT AGREEMENT

Easement No. 2648

Fund: Reservoirs

This Easement Agreement is dated May 30, 2023 (the "**Effective Date**") and is between the State of Utah, through the School and Institutional Trust Lands Administration, 102 South 200 East, Suite 600, Salt Lake City, Utah 84111 ("**SITLA**") and Box Elder County, a political subdivision of the State of Utah, Box Elder County, 01 South Main Street, Brigham City, Utah, 84302 ("**Grantee**").

### RECITALS

- A. SITLA is an independent state agency that manages lands held in trust by the State of Utah for certain named beneficiaries ("**trust lands**"), pursuant to Sections 6, 8, 10, and 12 of the Utah Enabling Act, Article XX, Section 2 of the Utah State Constitution, and Title 53C of the Utah Code.
- B. SITLA manages certain trust lands in Box Elder County, Utah (the "**Easement Lands**") that contain existing road(s) and related appurtenances and facilities, including without limitation culverts, cattle guards, and drainage runouts (the "**Existing Roads**").
- C. Grantee has requested and SITLA has agreed to grant Grantee an easement on, over, and across the Easement Lands for the continued use and maintenance of the Existing Roads, as the Easement Lands and Existing Roads are described on Exhibit A are depicted on Exhibit B, on the terms and conditions of this Easement Agreement.

### AGREEMENT

For \$10 and other good and valuable consideration paid by Grantee, SITLA and Grantee agree as follows:

- Grant of Easement/Purpose.** SITLA hereby grants Grantee a perpetual, non-exclusive easement (the "**Easement**") on, over, and across the Easement Lands for the continued use and maintenance of the Existing Roads for the purposes such Existing Roads are used as of the Effective Date. Grantee shall ensure that the Existing Roads remain open to the general public and to OHV use.
- Term of Easement.** This Easement Agreement commences on the Effective Date and continues in perpetuity (the "**Term**"), unless otherwise terminated pursuant to this Easement Agreement.
- Third Party Rights.** The Easement Agreement is subject to valid existing rights, whether or not of record.
- No Cost to SITLA.** Grantee shall pay all costs and expenses arising out of or related to the use and maintenance of the Easement Lands. Grantee shall perform all work in connection with the Easement Lands in a workmanlike manner.



5. **No Warranty of Title.** SITLA disclaims all warranties of title to the Easement Lands. Grantee assumes the risk of all title defects, and hereby releases SITLA from any claim for damages or refund caused by deficiency or failure of SITLA's title, or by interference by any third party.
6. **Easement Non-Exclusive; Access.** The Easement is non-exclusive, and SITLA reserves the right to issue other non-exclusive easements, leases, or permits on or across the Easement Lands on terms that will not unreasonably interfere with the rights granted to Grantee in this Easement Agreement. SITLA may also use the Easement Lands for any purpose that is not inconsistent with the purposes for which this Easement is granted. SITLA further reserves the right to dispose of the Easement Lands by sale, lease or exchange, and the right to utilize the Easement Lands for access to and from lands owned by SITLA on both sides of the Easement Lands, including the construction of road and utility crossings.
7. **Relocation; Limitations; Cost Borne by SITLA.** SITLA may at its expense relocate or modify the Easement, in whole or in part, as SITLA deems necessary in its sole discretion to accommodate SITLA's use of the Easement Lands or the adjoining lands for any purpose. SITLA shall ensure that the relocated or modified Easement provides Grantee with access that is adequate for the purposes of this Easement Agreement.
8. **Reservation of Minerals; Leasing.** SITLA reserves the right to lease the Easement Lands for the exploration, development, and production of oil, gas, and all other minerals, together with the right of ingress and egress across the Easement Lands. This Easement Agreement does not give Grantee any right to remove or utilize sand and gravel or any other material without a separate permit from SITLA.
9. **Inspection.** SITLA and its agents may at any time access the Easement Lands to examine or inspect the condition of the Easement Lands and determine if Grantee is in compliance with this Easement Agreement.
10. **Compliance with Law; Standards.** Grantee shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to its use of the Easement Lands, whether now in existence or hereafter enacted, including without limitation any regulations enacted by SITLA or a successor agency. Grantee shall use and maintain the Existing Roads in accordance with applicable building codes and industry best practices, and shall take all precautions reasonably necessary to avoid waste and prevent pollution or deterioration of lands and waters within or in the vicinity of the Easement Lands.
11. **Assignment.** Grantee may not assign or sublease all or part of this Easement Agreement without SITLA's prior written consent. Any assignment or sublease made without SITLA's written consent will be void as from the date of the purported assignment or sublease. An assignment or sublease does not relieve Grantee of its liabilities and obligations under this Easement Agreement.
12. **Removal of Timber.** Grantee may not cut or remove trees from the Easement Lands without first obtaining a small forest products permit or timber contract from SITLA.



13. **Cultural, Archaeological, Paleontological, and Antiquities Resources.**

- a. SITLA and Grantee acknowledge that, as of the Effective Date, the disturbed width of the Existing Roads is less than the width of the Easement Lands. Grantee may not widen the Existing Road or otherwise disturb the surface of the Easement Lands outside the boundaries of the Existing Roads without first complying this Section 13.
  - b. Prior to commencing any surface disturbing activities or any activities that have the potential to affect Historic Properties, whether a new surface disturbing activity or outside existing disturbed areas, Grantee shall complete a Cultural Resource Survey prepared in accordance with applicable laws and regulations, or otherwise provide evidence of compliance with Utah Administrative Code R850-60-800.
  - c. Grantee must contract for and pay the costs of the Cultural Resource Survey.
  - d. Grantee shall provide cultural resource compliance materials to SITLA prior to commencing operations. SITLA will review all cultural resource compliance materials provided by Grantee, and may approve, condition, or deny its consent to the activity based on impacts to Cultural Resources. SITLA may require Grantee to complete appropriate cultural resources mitigation measures as a condition of conducting surface disturbing operations.
  - e. Pursuant to all applicable laws regarding cultural, archaeological, paleontological, and antiquities resources, and pursuant to Utah Administrative Code R850-60-900, upon discovery of a Site, Historic Property, Remains, Antiquities, or Critical Paleontological Resources, Grantee shall immediately cease all activities until such time as the discovery has been evaluated and treated to SITLA's satisfaction.
  - f. All Specimens are and will remain the property of the State of Utah.
- 
- g. Definitions in this clause:
    - i. "Antiquities" is defined in Utah Code § 76-6-901(1).
    - ii. "Critical Paleontological Resources" is defined in Utah Code § 79-3-102(4).
    - iii. "Cultural Resources" is defined in Utah Administrative Code R850-1-200(8).
    - iv. "Cultural Resource Survey" is defined in Utah Administrative Code R850-1-200(9).
    - v. "Historic Properties" is defined in Utah Code § 9-8-302(5).
    - vi. "Remains" is defined in Utah Code § 9-9-402(11).
    - vii. "Site", for purposes of archaeology, is defined in Utah Code § 9-8-302(17) and Utah Administrative Code R850-1-200(31), and for paleontological, is defined in Utah Code § 79-3-102(14) and Utah Administrative Code R850-1-200(20).



viii. "Specimen", for purposes of archaeology, is defined in Utah Code § 9-8-302(18) and Utah Administrative Code R850-1-200(33), and for paleontological, is defined in Utah Code § 79-3-102(15).

14. **Wildfire**. Grantee shall at all times take reasonable precautions to prevent wildfires from starting or spreading on the Easement Lands, and shall comply with all applicable laws, regulations and directives of any governmental agency having jurisdiction with respect to fire prevention and control. If Grantee or its employees, contractors or licensees cause a wildfire that necessitates suppression action, Grantee shall pay the costs of any necessary fire suppression activities incurred as a result of the wildfire, in accordance with Utah law.

15. **Hazardous Conditions**. Grantee may not permit and shall abate any hazardous condition on or associated with its use of the Easement Lands.

16. **Notice**. The parties shall send all communications and notices to the other in writing and addressed as follows:

Grantee: Box Elder County  
01 South Main Street  
Brigham City, Utah 84302

SITLA: State of Utah  
School and Institutional Trust Lands Administration  
102 South 200 East, Suite 600  
Salt Lake City, Utah 84111

or at any such other address as a party may designate by written notice to the other party. The parties may deliver communications by hand delivery, United States mail, postage prepaid and certified or registered, or by commercial carrier.

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17. **General Provisions**.

a. **Indemnity**. Grantee assumes liability for and shall indemnify and hold harmless SITLA, its officers, board of trustees, and employees for, from and against any and all liability and claims, including attorney's fees, of any nature imposed on, incurred by, or asserted against SITLA that in any way relates to or arises out of Grantee's activity or presence on the Easement Lands, unless such liability is caused by SITLA's sole negligence.

b. **Grantee Liable for Actions of Representatives**. Whenever this Easement Agreement imposes obligations or liabilities on Grantee, those liabilities and obligations apply to actions or inactions of Grantee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires. Grantee hereby assumes all liability arising from the actions or inactions of Grantee's officers, directors, owners, agents, employees, sublessees, assignees, contractors, subcontractors, invitees, and concessionaires on the Easement Lands or pursuant to this Easement Agreement.



c. Survival. The following provisions survive termination of this Easement Agreement: Sections 16 (*Notice*), 17.a (*Indemnity*), 17.b (*Grantee Liable for Actions of Representatives*), 17.d (*Attorney's Fee*), 17.f (*Governing Law; Venue*), and 17.g (*No Waiver of Sovereign Immunity*).

d. Attorney's Fees. If SITLA prevails in any legal action brought to enforce its rights under this Easement Agreement, Grantee shall reimburse SITLA's reasonable attorney's fees and court costs, as those fees and costs are determined by the court.

e. Severability. If a court of competent jurisdiction finds any provision of this Easement Agreement invalid, such determination will not affect the validity of any other provision of this Easement Agreement.

f. Governing Law; Venue. This Easement Agreement is governed by the laws of the State of Utah, without regard to its choice or conflicts of law principles. Grantee consents to the jurisdiction of the courts in the Third District Court for Salt Lake County, Utah, subject, however, to any legal requirement for prior exhaustion of administrative remedies.

g. No Waiver of Sovereign Immunity. This Easement Agreement does not constitute a waiver of sovereign immunity of SITLA.

h. Entire Agreement. This Easement Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between the parties relative to the Easement, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than as set forth in this Easement Agreement. The parties may only amend this Easement Agreement in a writing signed by both parties.

i. Binding Effect. The Easement and the terms of this Easement Agreement constitute a covenant running with the land and are binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

j. Counterparts and Electronic Signatures. The parties may execute this Easement Agreement in counterparts, each of which when taken together will be deemed one and the same document. The parties may execute this Easement Agreement by exchange of electronic signatures and such electronic signatures are enforceable against the signing party. The parties agree that an electronic version of this Lease has the same legal effect and/or enforceability as a paper version as per Utah Code § 46-4-201.

[SIGNATURES ON NEXT PAGE]



SITLA and Grantee have executed this Easement Agreement as of the dates indicated next to the signatures.

**STATE OF UTAH, SCHOOL AND  
INSTITUTIONAL TRUST LANDS  
ADMINISTRATION**

Chris Fausett

By: Chris Fausett

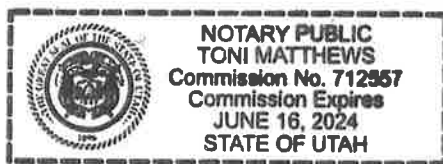
Its: Managing Director - Surface

Date: June 1, 2023

STATE OF UTAH )  
COUNTY OF SALT LAKE ) §

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2023, by Chris Fausett, the Managing Director - Surface of the School and Institutional Trust Lands Administration.

Seal:



Toni Matthews  
Notary Public

*Template approved on March 6, 2020*



By: Commissioner Stan Summers  
Its: County Commission Chair

Date: May 30, 2023

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
§ \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2023, by Stan Summers, the Chairman of the Box Elder County Commission.

Seal:



MARLA YOUNG  
Notary Public  
State of Utah  
My Commission Expires October 15, 2025  
Commission Number 721029

Notary Public



**EXHIBIT A**  
**To Easement Agreement No. 2648**

**DESCRIPTION OF EASEMENT LANDS**

Township 13 North, Range 4 West, SLB&M  
Section 10: N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  (Within)

Popular Name: Unknown  
County Road Number: Unknown

A 33 foot wide strip of land located in the SE $\frac{1}{4}$  of Section 10, Township 13 North, Range 4 West, of the Salt Lake Base and Meridian, Box Elder County, Utah. The centerline of said strip being the travel surface centerline of County Road Unknown as it currently exists at the time of recording, and is described as follows:

Beginning at the intersection of said centerline and Johnson Canyon Road within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 10, Township 13 North, Range 4 West, which intersection bears N 23°44' W 2,821 feet more or less from the Southeast Corner of Section 10, Township 13 North, Range 4 West and is located at 41°52'39.77" North Latitude and 112°17'12.14" West Longitude (NAD 83), which can be converted to the Utah Coordinate System, 1983, North Zone coordinates of X: 1,426,165 feet and Y: 3,844,502 feet; thence meandering Southerly along said centerline 3,155 feet more or less to a point intersecting the South line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 10, Township 13 North, Range 4 West, SLB&M, said point bears S 89°10' W 1,945 feet more or less from the Southeast Corner of said Section 10, and is located at 41°52'13.90" North Latitude and 112°17'22.52" West Longitude (NAD 83), which can be converted to the Utah Coordinate System, 1983, North Zone coordinates of X: 1,425,356 feet and Y: 3,841,891 feet. Containing 2.4 acres more or less.

All coordinates, bearings and distances are approximate.  
Bearings are geodetic.

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At its Northern terminus, the sidelines of said strip being shortened or lengthened to Johnson Canyon Road within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 10, Township 13 North, Range 4 West. At its Southern terminus, the sidelines of said strip being shortened or lengthened to the South line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 10, Township 13 North, Range 4 West.

See Exhibit B for a cartographic representation of the course of this road.



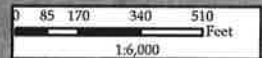
**EXHIBIT B**  
**To Easement Agreement No. 2648**  
**MAP OF EASEMENT LANDS**



JOHNSON CANYON RD

SECTION(S) 10, T13N, R4W, S.L.B&amp;M

County Road



## Exhibit B

Easement No. 2648 - Box Elder County Road  
 Township 13 North, Range 4 West, Section 10, S.L.B&M



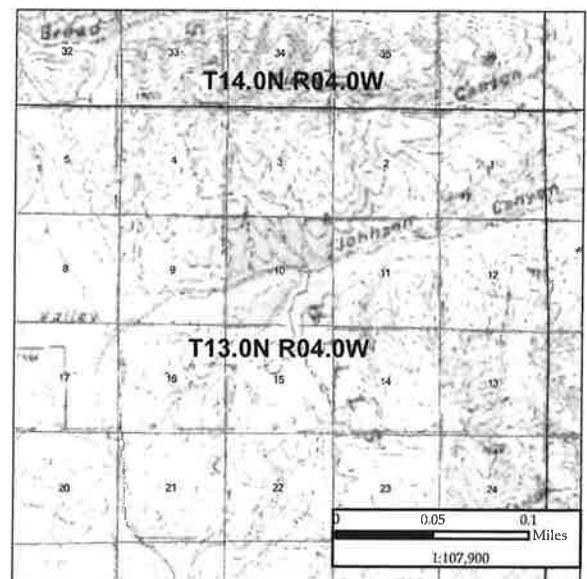
Easement  
 Land Ownership and Administration  
 Private  
 State Trust Lands

Produced: May 11, 2023 SITLA  
 User: nancystickland  
 Path: V:\Surface\NancyStrickland\ExhibitB\_Template.mxd

Data represented on this map is for REFERENCE USE ONLY and is not suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. SITLA provides this data in good faith and shall in no event be liable for any incorrect results, or any special, indirect or consequential damages to any party, arising out of or in connection with the use of the inability to use the data hereon.

Land parcels, lease boundaries and associated SITLA data layers may have been adjusted to allow for visual "best fit." The Surface Ownership Land Status data (if present) are maintained by SITLA to reflect current trust land status and surface ownership. Lakes, rivers, streams, highways, roads, county and state boundaries are distributed by the Utah Automated Geographic Reference Center and/or other sources as specified. Contour lines (if present) were generated from USGS 10 meter DEM.

Please Note: While SITLA seeks to verify data for accuracy and content, discrepancies may exist within the data. Acquiring the most updated SITLA ownership GIS data may require contacting the GIS staff directly 801-538-3100 or TLA-GIS@utah.gov. The SITLA GIS department welcomes your comments and concerns regarding the data and will attempt to resolve issues as they are brought to our attention. Coordinate System: NAD 1983 UTM Zone 12N. Projection: Transverse Mercator.





RESOLUTION NO. 23-04

**A RESOLUTION OF THE BOX ELDER COUNTY COMMISSION, BOX ELDER COUNTY, STATE OF UTAH, RECOGNIZING LAW ENFORCEMENT K-9 TRAINING AS AN IMPORTANT PUBLIC INTEREST USE AND GRANTING PERMISSION TO THE BOX ELDER COUNTY SHERIFF'S OFFICE TO APPROPRIATE CONTROLLED SUBSTANCES AND OTHER CONTRABAND SEIZED AND IN THE POSSESSION OF THE BOX ELDER COUNTY SHERIFF'S OFFICE, AND NO LONGER NEEDED AS EVIDENCE, TO BE USED FOR BOX ELDER COUNTY SHERIFF'S OFFICE K-9 TRAINING PURPOSES.**

WHEREAS, the Box Elder County Commission is the legislative body of the Box Elder County Sheriff's Office's jurisdiction; and

WHEREAS, the Box Elder County Sheriff's Office is constantly acquiring possession of various illegal drugs, controlled substances, drug paraphernalia, and/or other contraband seized as evidence to be used in the prosecution of criminal offenses relating to the use or possession of said illegal drugs, controlled substances, drug paraphernalia and/or other contraband; and

WHEREAS, in accordance with §77-11a-402 of the Utah Code, once the appropriate prosecuting agency has verified that said items are no longer needed as evidence for prosecution purposes, the Box Elder County Sheriff's Office is authorized to dispose of said items or appropriate them for a "public interest use;" and

WHEREAS, the Box Elder County Sheriff's Office is occasionally in need of illegal drugs, controlled substances, drug paraphernalia and/or other contraband for purposes of training their law enforcement K-9 animals in the detection of such substances while in the field on assignment; and

WHEREAS, before utilizing the seized illegal drugs, controlled substances, drug paraphernalia and/or contraband in the training of the law enforcement K-9 animals, §77-11a-402 of the Utah Code requires the Box Elder County Sheriff's Office to obtain permission from "the legislative body of the agency's jurisdiction" and also obtain the "designation and approval of the public interest use;" and

WHEREAS, the Box Elder County Commission recognizes the need to allow and provide a means of training the Box Elder County Sheriff's Office law enforcement K-9




animals, approves such training as a legitimate public interest use and wishes to grant permission to the Box Elder County Sheriff's Office to appropriate, in accordance with Utah State law, illegal drugs, controlled substances, drug paraphernalia and/or other contraband to be used in the training of K-9 animals; and

WHEREAS, it would be in the best interests and promote the general health, safety and welfare of the residents of Box Elder County to have the Box Elder County Sheriff's Office law enforcement K-9 animals properly trained in the detection of illegal drugs, controlled substances, drug paraphernalia, and/or other contraband;

**NOW THEREFORE, BE IT RESOLVED** by the County Commission of Box Elder County, State of Utah, as the legislative body of Box Elder County, with \_\_\_\_\_ members present and \_\_\_\_\_ members voting in favor thereof, as follows:


**Section 1:** The training of Box Elder County Sheriff's Office K-9 animals with illegal drugs, controlled substances, drug paraphernalia, and/or other contraband, lawfully seized and verified by the appropriate prosecuting agency as no longer needed for evidence purposes, is hereby approved and designated as a proper public interest use of said illegal drugs, controlled substances, drug paraphernalia, and/or other contraband.

**Section 2:** Provided that the Box Elder County Sheriff's Office complies with all applicable Federal, State and local laws, statutes, ordinances, rules and regulations, the Box Elder County Sheriff's Office has permission to appropriate the reasonably necessary illegal drugs, controlled substances, drug paraphernalia, and/or other contraband lawfully in its possession, to be used in connection with the training of Box Elder County Sheriff's Office law enforcement K-9 animals.

 **ADOPTED AND APPROVED** in regular session this 30<sup>th</sup> day of \_\_\_\_\_, 2023.

  
Stan Summers, Chairman  
Box Elder County Commission

ATTEST:

  
Maria Young, Clerk  
Box Elder County



**LAND EXCHANGE AGREEMENT  
BETWEEN BOX ELDER COUNTY AND BRIGHAM CITY REDEVELOPMENT  
AGENCY**

This LAND EXCHANGE AGREEMENT is entered into by and between the BRIGHAM CITY REDEVELOPMENT AGENCY, a redevelopment agency of Brigham City Corporation validly organized and existing under the laws of the State of Utah, ("City RDA") and BOX ELDER COUNTY ("County"), a subdivision of the State of Utah.

**RECITALS**

WHEREAS, City RDA has need of a land exchange to facilitate the construction of a grade separated crossing over the Union Pacific right-of-way between 600 West and 1000 West on Forest Street in Brigham City (the "Project"); and

WHEREAS, County currently owns a land parcel, Tax Parcel ID 03-113-0006, in the area of the Project, a portion of which ("the County Parcel") that would facilitate the construction of the Project, and City RDA would like to obtain the County Parcel; and

WHEREAS, City RDA currently owns a land parcel, Tax Parcel ID 03-105-0065, in the area of the Project, a portion of which ("the City RDA Parcel") City RDA is willing to exchange with County for the County Parcel; and

WHEREAS, in order to assist City RDA with the Project, which will benefit County residents, County is willing to exchange a portion of the County's Parcel for a portion of the City RDA Parcel, and County has already authorized this exchange by designating a portion of the County Parcel as surplus property at the April 5, 2023, Box Elder County Commission Meeting; and

WHEREAS, City RDA and County have determined that this exchange of land parcels is in the best interest of the County and City RDA, and will benefit both the residents of Box Elder County and Brigham City.

NOW THEREFORE, based upon these recitals, and the consideration set forth herein, it is hereby agreed by and between City RDA and County as follows:

1. **PROPERTY TO BE EXCHANGED.** City RDA shall convey to County a portion of the City RDA Parcel, approximately 0.129 acres, located in Brigham City, Box Elder County, Utah, as identified in the survey map attached hereto as Exhibit "A" as Parcel No. 12, and more specifically described in Exhibit "B" attached hereto (hereinafter referred to as "the City RDA Parcel"). County shall convey to City RDA a portion of the County Parcel, approximately 0.054 acres located in Brigham City, Box Elder County, Utah, as identified in the survey map attached hereto as Exhibit "A" as Parcel No. 11, and more specifically described in Exhibit "C" attached hereto (hereinafter referred to as "the County Parcel"). These conveyances shall be by Quit Claim Deeds, and all portions of the City RDA Parcel



conveyed to County, and the County Parcel conveyed to City RDA shall include all improvements, casements, appurtenances, and hereditaments pertaining to the parcel.

2. LOT LINE ADJUSTMENT. City RDA and County acknowledge and agree that rather than subdividing the original parcels to complete this exchange, a lot line adjustment in accordance with Brigham City Code would be the most appropriate. Accordingly, following the execution of this agreement, and exchange of properly executed Quit Claim Deeds, City RDA shall obtain a lot line adjustment pursuant to and in accordance with Brigham City Code and applicable regulations to complete and finalize the exchange and conveyance of the City RDA Parcel to County and the County Parcel to City RDA.
3. VALUATION OF PARCELS. For purposes of the exchange to be effected under this Agreement, the parties agree that the value of the City RDA Parcel is equal to the value of the County Parcel. Accordingly, neither City RDA nor County shall pay any money or any other consideration to the other to settle any difference in the values of the parcels.
4. WAIVER OF ANY DEFECTS IN TITLE. City RDA has received from County a title report covering the County Parcel, a copy of which is attached hereto as Exhibit "D". City RDA has reviewed this title report and had an opportunity to consult with its legal counsel about this title report. City RDA agrees to accept the County Parcel subject to any and all title defects, liens and encumbrances set forth in this title report, and assume, indemnify, and hold County harmless of and from any and all liability associated with said title defects, liens and encumbrances. Likewise, County has received from City RDA a title report covering the City RDA Parcel, a copy of which is attached hereto as Exhibit "E". County has reviewed this title report and had an opportunity to consult with its legal counsel about this title report. County agrees to accept the City RDA Parcel subject to any and all title defects, liens and encumbrances set forth in this title report, and assume, indemnify, and hold City RDA harmless of and from any and all liability associated with said title defects, liens and encumbrances. No warranty of title is provided or assumed by either party.
5. "AS IS" CONDITION. The parties accept the parcels to be conveyed pursuant to this Agreement in their present physical condition. Neither party extends any warranties or representations concerning the parcels.
6. INTERESTS CONVEYED. At closing, City RDA shall execute and deliver to County a Quitclaim Deed, conveying all of City RDA's interest in the City RDA Parcel subject to easements, reservations, restrictions, and other interests of record. At closing, County shall execute and deliver to City RDA a Quitclaim Deed, conveying all of the County's interest in the County Parcel subject to easements, reservations, restrictions, and other interests of record. Neither party extends nor intends any representations or warranties of any kind regarding any parcel. The parties acknowledge that the above conveyance shall be in "as is" condition.
7. PREPARATION OF CLOSING DOCUMENTS. Each party shall prepare the deeds described in paragraph 6 of this Agreement and be able to present and convey the deed at closing.



8. **EXPENSES.** Each party shall pay their own costs and expenses for title reports, recording the deeds provided by this Agreement, and any other costs associated with this agreement and land exchange.
9. **CLOSING PLACE AND DATE.** The closing shall take place within 30 days of the parties' legislative bodies or boards approving this Agreement.
10. **RISK OF LOSS AND CONDITION OF PARCELS.** Each party assumes all risk of loss or damage to that party's parcel(s) prior to the date of closing and agrees that each party's parcel(s) shall be transferred and conveyed to the other party in the same or essentially the same condition as of the date of execution of this Agreement, ordinary wear and tear excepted. The parties represent and warrant that there are no parties other than themselves in occupancy or possession of any part of said parcels. The parties also warrant that there are no facts known to them materially affecting the value of the parcels that are not readily observable by the other party, or which have not been disclosed.
11. **RIGHT TO ENTER AND POSSESSION.** Each party agrees that from the date this Agreement is executed by the parties, officers, attorneys, and duly authorized agents of each party, upon reasonable notice, shall have at all times the right and privilege of entering the other party's parcel for all lawful purposes in connection with this Agreement. Each party shall deliver possession of that party's parcel to the other party at closing.
12. **ACCESS & USE.** Both parties have determined that there is legal and practical ingress and egress for the City RDA Parcel and the County Parcel.
13. **BROKERS.** Both parties warrant that no persons, firms, corporations, or other entities are entitled to a real estate commission or other fees as a result of this Agreement or the subsequent closing.
14. **RECORDING.** This Agreement, or notice of it, may be recorded by either party.
15. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of the other party.
16. **TIME.** Time is of the essence with regard to all dates or times set forth in this Agreement.
17. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose or intent of this Agreement the enforceability of the remaining provisions of this Agreement shall not be affected.
18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.



19. AGREEMENT EFFECTIVE. This Agreement or any modifications, amendment, or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto.
20. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this agreement.
21. NOTICE. Whenever a party desires or is required to give notice unto the other, it must be given by written notice, either via email, or delivered personally, or mailed to the appropriate address as designated in writing by a party to this Agreement.
22. SURVIVAL. The covenants, warranties, representations, indemnities, and undertakings of the parties set forth in this Agreement shall survive the closing, the delivery, and recording of the deed described in paragraph 6, of this agreement.

**Brigham City RDA:**

\_\_\_\_\_  
DJ Bott, Chairman

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Christina Boss, City Recorder

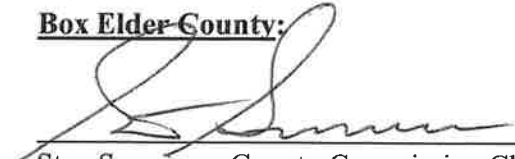
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Michael Christiansen, City Attorney


Date: \_\_\_\_\_

**Box Elder County:**

  
Stan Summers, County Commission Chair


Date: 5/30/2023

**Attest:**

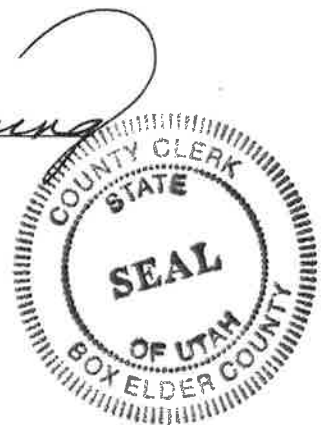
  
Marla Young, County Clerk

Date: 5/30/2023

**Approved as to form:**

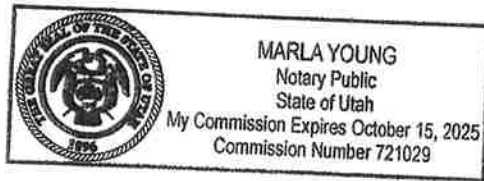
  
Stephen R. Hadfield, County Attorney

Date: 5/30/2023





STATE OF UTAH )  
COUNTY OF BOX ELDER )



*Marta Spring*  
Notary Public

STATE OF UTAH )  
 )  
 ) §  
COUNTY OF BOX ELDER )

Notary Public

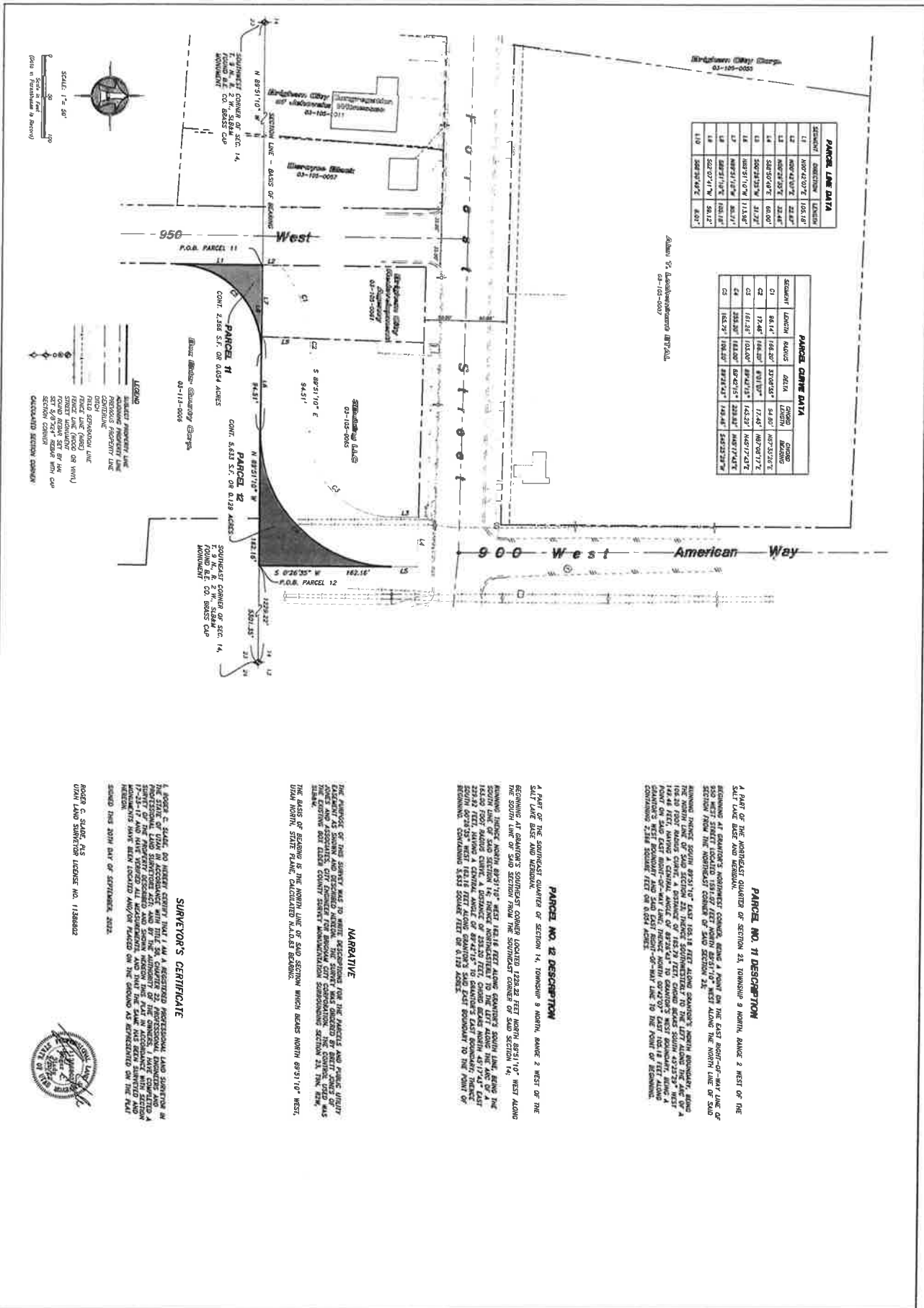
Seal:



## **EXHIBIT A**

Descriptions & Map of Portions of the Parcels to be Exchanged







## **EXHIBIT "B"**

### **BRIGHAM CITY RDA PARCEL #12 WITHIN PARCEL #03-105-0065:**

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT GRANTOR'S SOUTHEAST CORNER LOCATED 1229.22 FEET NORTH 89°51'10" WESET ALONG THE SOUTH LINE OF SAID SECTION FROM THE SOUTHEAST CORNER OF SAID SECTION 14; RUNNING THENCE NORTH 89°51'10" WEST 162.16 FEET ALONG GRANTOR'S SOUTH LINE, BEING THE SOUTH LINE OF SAID SECTION 14; THENCE NORTHEASTERLY TO THE LEFT ALONG THE ARC OF A 163.00 FOOT RADIUS CURVE, A DISTANCE OF 255.20 FEET, CHORD BEARS NORTH 45°17'43" EAST 229.92 FEET, HAVING A CENTRAL ANGLE OF 89°42'15" TO GRANTOR'S EAST BOUNDARY; THENCE SOUTH 00°26'35" WEST 162/16 FEET ALONG GRANTOR'S SAID EAST BOUNDARY TO THE POINT OF BEGINNING CONTAINING 5,633 SQUARE FEET OR 0.129. ACRES.

## **EXHIBIT "C"**

### **BOX ELDER COUNTY PARCEL #11 WITHIN PARCEL #03-113-0006:**

A PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT GRANTOR'S NORTHWEST CORNER, BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF 950 WEST STREET LOCATED 1591.07 FEET NORTH 89°51'10" WEST ALONG THE NORTH LINE OF SAID SECTION FROM THE NORTHEAST CORNER OF SAID SECTION 23;

RUNNING THENCE SOUTH 89°51'10" EAST 105.18 FEET ALONG GRANTOR'S NORTH BOUNDARY, BEING THE NROTH LINE OF SAID SECTION 23; THENCE SOUTHWESTERLY TO THE LEFT ALONG THE ARC OF A 106.20 FOOT RADIUS CURVE, A DISTNACE OF 165.79 FEET, CHORD BEARS SOUTH 45°25'29" WEST 149.46 FEET, HAVING A CENTRAL ANGLE OF 89°26'43" TO GRANTOR'S WEST BOUNDARY, BEING A POINT ON SAID EAST RIGHT-OF-WAY; THENCE NORTH 00°42'07" EAST 105.18 FEET ALONG GRANTOR'S WEST BOUNDARY AND SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. CONTAINING 2,366 SQUARE FEET OR 0.054 ACRES.



**EXHIBIT "D"**

Title Report Covering the County Parcel





Issued By Old Republic National Title Insurance Company

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANYPERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.  
ALTA Commitment for Title Insurance

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

Issued through the Office of Heritage West Title Insurance  
Agency of Box Elder County, LLC

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

HERITAGE WEST  
TITLE INSURANCE AGENCY  
ONE HUNDRED FORTY-FOUR NORTH AVENUE, SUITE 100  
BOULDER, COLORADO 80501

Authorized Signatory

By

President

Attest

Secretary



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.



## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



**Heritage West Title Insurance Agency of Box Elder County, LLC**

Agent for

Old Republic Title

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

1. Effective Date: **April 17, 2023** at **8:00 AM**

Commitment No:10873BC

2. Policy (or Policies) to be issued:

(a) ALTA 2006 Standard Owner's Policy	Amount \$	Premium	\$
Proposed Insured:			

**Brigham City Corporation**

(b) ALTA 2006 Loan Policy	Amount \$	Premium	\$
Proposed Insured:			

Endorsements:	\$
---------------	----

<b>Title Report</b>	<b>\$250.00</b>
---------------------	-----------------

3. As of the effective date herein, the estate or interest in the land described or referred to in this Commitment is **Fee Simple** and the title thereto is vested in:

**Box Elder County**

4. The land referred to in this Commitment, located in BOX ELDER County, is described as follows:

**See Attached Exhibit "A"**

The following is show for informational purposes only:

Parcel Number: **03-113-0006**

The address of said property is **49 S. 950 W., Brigham City, UT 84302.**



Authorized Counter Signature

**Heritage West Title Insurance Agency of Box Elder County, LLC**

**11 West Forest Street**

**Brigham City, Utah 84302**

**Phone: 435-723-1007 • Fax: 435-723-1510**



## Exhibit "A"

Part of 03-113-0006

A part of the Northeast quarter of Section 23, Township 9 North, Range 2 West, Salt Lake Base and Meridian.

Beginning at Grantor's Northwest corner, being a point on the East right-of-way line of 950 West Street located 1591.07 feet North  $89^{\circ}51'10''$  West along the North line of said section from the Northeast corner of said Section 23;

Running thence South  $89^{\circ}51'10''$  East 105.18 feet along Grantor's North boundary, being the North line of said Section 23; thence Southwesterly to the left along the arc of a 106.20 foot radius curve, a distance of 165.79 feet, chord bears South  $45^{\circ}25'29''$  West 149.46 feet, having a central angle of  $89^{\circ}26'43''$  to Grantor's West boundary, being a point of said East right-of-way line; thence North  $00^{\circ}42'07''$  East 105.18 feet along Grantor's West boundary and said East right-of-way line to the point of beginning.



**Schedule B-I**  
**ALTA Commitment**

**Requirements**

File No:10873BC

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured
3. Pay the premiums, fees, and charges for the Policy to the Company
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Further requirements and/or exceptions may be made as terms of the transaction are disclosed to the insurer.



**Schedule B II**  
**ALTA Commitment**

File No:10873BC

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

This Policy will not insure against loss or damage resulting from the terms and Provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I- Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claim: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water, whether or not said matters are shown by the public record.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Exceptions 1-7 will be eliminated on Extended Coverage Loan Policy

8. General property taxes for the year 2022 are exempt.  
General property taxes for the year 2023 are accruing as a lien but are not yet due and payable.  
Tax I.D. No. 03-113-0006.
9. Said property is located within the boundaries of Taxing District No. 176, Brigham City, West Forest Street Economic Development Area, Box Elder County, Utah, and is subject to all charges and assessments levied therein.
10. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
11. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and Right of Way and Easements thereof.

(Continued)



**Schedule B-II**  
**ALTA Commitment**  
**Continued**

File No:10873BC

**Exceptions**

12. A Right of Way Easement in favor of The Mountain States Telephone and Telegraph Company, for the right to construct, operate, maintain and remove such communication and other facilities, upon, under, over and across the said property, recorded March 10, 1916, Entry No. 4803D in Book F of Miscellaneous, Page 293, BOX ELDER County Recorder's Office.
13. A Right of Way Easement in favor of The Mountain States Telephone and Telegraph Company, for the right to construct, operate, maintain and remove such communication and other facilities, upon, under, over and across the said property, recorded March 8, 1935, Entry No. 41421F in Book S of Miscellaneous, Page 624, BOX ELDER County Recorder's Office.
14. Utility Easement as set out in Quit Claim Deed, recorded October 1, 1974, as Entry No. 42577H, in Book 267, at Page 108, of the official records.
15. Easement Deed by Court Order in Settlement of Landowner Action, recorded October 16, 2013, as Entry No. 330674, in Book 1218, at Page 1706, of the official records.

**Note:** The following items were found affecting the subject property in a search of the Utah State Construction Registry:

**None.**

**NOTE:** According to Official Records of BOX ELDER County, Utah, there have been no documents conveying the land described herein within a period of **24 months** prior to the date of this commitment, except as follows: **NONE**

**NOTE:** The names of Box Elder County and Brigham City Corporation have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to the title under Schedule B, Section 2 herein.

Title inquiries may be directed to Brad Mortensen at 435-723-1007 or  
brad@heritagewesttitle.com

Escrow inquiries may be directed to Brad Mortensen at 435-723-1007 or  
brad@heritagewesttitle.com



DRAWING NUMBER

Book 03 Page 113

S&C PRODUCTS • NEW HORE, MINNESOTA  
REGISTERED PROFESSIONAL SURVEYOR  
NO. 10000

DRAWING NUMBER

S&C PRODUCTS • NEW HORE, MINNESOTA  
REGISTERED PROFESSIONAL SURVEYOR  
NO. 10000



PART OF NE1/4 OF SECTION 23 TOWNSHIP 9N RANGE 2W

S.L.B.&M.

SCALE 1" = 200'

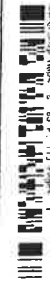
Book 3 Page 113

BRIGHAM CITY SURVEY

SEE PAGE 105

PREFIX 03-113 TAX UNIT 03  
THIS PLAT IS A REFERENCE ONLY  
AND NO LIABILITY IS ASSUMED  
FOR ACCURACY OR VARIATIONS  
WITH THE ACTUAL SURVEY.

MAP NUMBER: 03-113



SEE PAGE 118

SEE PAGE 124

SEE PAGE 115



**FACTS**
**WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**Questions**

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)



Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
<b>How does Old Republic Title collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>* Give us your contact information or show your driver's license</li> <li>* Show your government-issued ID or provide your mortgage information</li> <li>* Make a wire transfer</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>* Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>* Affiliates from using your information to market to you</li> <li>* Sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</li> </ul>
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint marketing</b>	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• Old Republic Title doesn't jointly market.</li> </ul>



### Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American First Title & Trust Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



**EXHIBIT “E”**

Title Report Covering the City RDA Parcel





Issued By Old Republic National Title Insurance Company

## NOTICE

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THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

ALTA Commitment for Title Insurance

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Issued through the Office of Heritage West Title Insurance  
Agency of Box Elder County, LLC

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

HERITAGE WEST  
TITLE INSURANCE AGENCY  
THE BOX ELDER COUNTY, LLC

By  President

Attest  Secretary



Authorized Signatory



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
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- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
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- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.



#### **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### **7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### **9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.



**Heritage West Title Insurance Agency of Box Elder County, LLC**

Agent for

Old Republic Title

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

1. Effective Date: **January 17, 2023** at **8:00 AM**

Commitment No:10833BC

2. Policy (or Policies) to be issued:

(a) ALTA 2006 Standard Owner's Policy	Amount <b>\$130,000.00</b>	Premium	<b>\$758.00</b>
Proposed Insured:			

**Brigham City Corporation**

(b) ALTA 2006 Loan Policy	Amount \$	Premium	\$
Proposed Insured:			

Endorsements:	\$
---------------	----

3. As of the effective date herein, the estate or interest in the land described or referred to in this Commitment is **Fee Simple** and the title thereto is vested in:

**3Building LLC**

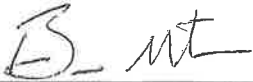
4. The land referred to in this Commitment, located in Box Elder County, is described as follows:

**See Attached Exhibit "A"**

The following is show for informational purposes only:

Parcel Number: **03-105-0065**

The address of said property is **Vacant Land, Brigham City, UT 84302.**



Authorized Counter Signature

**Heritage West Title Insurance Agency of Box Elder County, LLC**

**11 West Forest Street**

**Brigham City, Utah 84302**

**Phone: 435-723-1007 • Fax: 435-723-1510**



## Exhibit "A"

03-105-0065

Part of the Southeast Quarter of Section 14, Township 9 North, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point 93 rods West of the Southeast corner of Section 14, Township 9 North, Range 2 West, Salt Lake Base and Meridian, and running thence North 12 rods and 11 feet, more or less to the South line of Forest Street; thence along said South line of Forest Street, East 19 rods and 12 feet, more or less to the West line of the Railroad right-of-way; thence along said West line of the Railroad right-of-way, South 12 rods and 11 feet, more or less to the South line of said Section 14; thence along said South line of said Section 14, West 19 rods and 12 feet to the point of beginning.

Less: A part of the Southeast Quarter of Section 14, Township 9 North, Range 2 West, Salt Lake Base and Meridian.

Beginning at Grantors Northwest property corner, which is a point on the South right-of-way line of Forest Street located 282.40 feet North 00°04'01" West along the West line of said Section 14 and 3805.09 feet South 88°50'49" East from the Southwest corner of said Section 14, and running thence South 88°50'49" East (East by record) 269.43 feet along said right-of-way line to Grantor's Northeast property corner, which is a point on the West right-of-way line of Oregon Short Line Railroad, thence South 00°48'08" West (South by record) 17.00 feet along Grantor's East boundary line and said West right-of-way line to the new South right-of-way line of Forest Street, thence North 88°50'49" West 269.82 feet along said new South right-of-way line to Grantor's West boundary line, thence North 02°07'41" East (North by record) 17 feet along said West boundary line to the point of beginning.



**Schedule B-I**  
**ALTA Commitment**

**Requirements**

File No:10833BC

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured
3. Pay the premiums, fees, and charges for the Policy to the Company
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Further requirements and/or exceptions may be made as terms of the transaction are disclosed to the insurer.



**Schedule B II**  
**ALTA Commitment**

File No:10833BC

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

This Policy will not insure against loss or damage resulting from the terms and Provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I- Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes of assessments on real property or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. Discrepancies, conflicts in boundary line, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claim: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water, whether or not said matters are shown by the public record.
7. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Exceptions 1-7 will be eliminated on Extended Coverage Loan Policy

8. General property taxes for the year 2022 are paid in the amount of \$532.91.  
General property taxes for the year 2023 are accruing as a lien but are not yet due and payable.  
Tax I.D. No. 03-105-0065.
9. Said property is located within the boundaries of Taxing District No. 176, Brigham City, West Forest Street Economic Development Area, Box Elder County, Utah, and is subject to all charges and assessments levied therein.
10. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
11. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and Right of Way and Easements thereof.

(Continued)



**Schedule B-II**  
**ALTA Commitment**  
**Continued**

File No:10833BC

**Exceptions**

12. A Right of Way Easement in favor of The Mountain States Telephone and Telegraph Company, for the right to construct, operate, maintain and remove such communication and other facilities, upon, under, over and across the said property, recorded March 10, 1916, as Entry No. 4780D. in Book F of Misc., at Page 281, Box Elder County Recorder's Office.
13. Right-of-Way and Easement Grant in favor of Questar Gas Company, recorded July 16, 2013, as Entry No. 327668, in Book 1212, at Page 0592, of the official records.
14. Easement Deed by Court Order in Settlement of Landowner Action, recorded October 16, 2013, as Entry No. 330674, in Book 1218, at Page 1706, of the official records.

**Note:** The following items were found affecting the subject property in a search of the Utah State Construction Registry:

**None.**

**NOTE:** According to Official Records of Box Elder County, Utah, there have been no documents conveying the land described herein within a period of **24 months** prior to the date of this commitment, except as follows:

A Warranty Deed by and between Lane McKinnon, Craig McKinnon and Byron McKinnon, Successor Trustees of the Paul G. McKinnon 2017 Trust dated January 17, 2017, as Grantors and 3Building LLC, as Grantees. Said Warranty Deed, recorded August 16, 2022, as Entry No. 455440, in Book 1534, at Page 0886, of the official records.

**NOTE:** The names of 3Building LLC, and Brigham City Corporation have been checked for Judgments and Tax Liens, etc., in the appropriate offices and if any were found would appear as Exceptions to the title under Schedule B, Section 2 herein.

Title inquiries may be directed to Brad Mortensen at 435-723-1007 or [brad@heritagewesttitle.com](mailto:brad@heritagewesttitle.com)

Escrow inquiries may be directed to Brad Mortensen at 435-723-1007 or [brad@heritagewesttitle.com](mailto:brad@heritagewesttitle.com)



DRAWING NUMBER

Book 03 Page 105

SAFECO PRODUCTS • NEW HOPE, MINNESOTA  
TECHNICAL BY PART 14 02/19/2005  
20050210 14 02/19/2005

DRAWING NUMBER

SAFECO PRODUCTS • NEW HOPE, MINNESOTA  
TECHNICAL BY PART 14 02/19/2005  
20050210 14 02/19/2005

PART OF SE1/4 OF SECTION 14 TOWNSHIP 9N RANGE 2W

Book 3 Page 105

S.L.B.&M.

SCALE 1" = 200'

BRIGHAM CITY SURVEY

PREFIX 03-105 TAX UNIT 03  
THIS PLAT IS A REFERENCE ONLY  
AND NO LIABILITY IS ASSUMED  
FOR ACCURACY OR VARIATIONS  
WITH THE ACTUAL SURVEY.

MAP NUMBER: 03-105

SEE PAGE 104

SEE PAGE 107

O.S.L.R.R.

SEE PAGE 96

SEE PAGE 113

DATE LAST REVISED  
LAST NO.



**FACTS****WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and employment information</li><li>• Mortgage rates and payments and account balances</li><li>• Checking account information and wire transfer instructions</li></ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Old Republic Title share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**Questions**Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)



Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
<b>How does Old Republic Title collect my personal information?</b>	We collect your personal information, for example, when you: * Give us your contact information or show your driver's license * Show your government-issued ID or provide your mortgage information * Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: * Sharing for affiliates' everyday business purposes - information about your creditworthiness * Affiliates from using your information to market to you * Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. • Old Republic Title does not share with non-affiliates so they can market to you
<b>Joint marketing</b>	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.



### Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American First Title & Trust Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				





Boyd Bingham □ Stan Summers □ Lee Perry

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COUNTY COMMISSIONERS

May 30, 2023

To Whom It May Concern:

On November 3, 2022 Governor Cox issued a proclamation closing the Great Salt Lake Basin to new water right appropriations. On February 6, 2023 Teresa Wilhelmsen, the state water engineer, came to Brigham City to have a discussion and dialogue with water users in the county to talk about how this proclamation would affect them. Many ideas were discussed ranging from closure to having them open with no restrictions. One of the results of that meeting was the creation of a group called Area 29 Stakeholder Group. Area 29 is defined as the Bear River Basin inside Box Elder County. There have been lots of ideas and challenges discussed concerning this issue. From our perspective some of the most important issues have yet to be discussed. The following are some of our thoughts:

Protect our water rights. Both privately held and those held by communities. Protecting; in our judgment, means preserving them for their respective uses for which they were filed on.

Our opinion is that an either completely open or completely closed appropriation policy is not valid. Instead, we think that an application should be considered on its own merits as to whether it should be appropriated or not. There should be some considerations.

What is the need? What is the best way to meet that need without losing our rights and our identity? How do we define what a need is? We can all agree that needs are different from wants. Who defines the need? Local officials should be involved in these discussions. They have been elected to represent the people of the county. With the increasing population of the county, the definition of a need seems to be more gray than black and white as it used to be.

A review of the topographical area and the proximity to other water rights and their sources need to be carried out. If the state allows wells to be drilled between current water rights and their source without doing significant testing, there is no feasible way to know if the new well will have a negative impact on those with the



current water rights holdings. We all have theories and ideas but that does not mean that they are all valid. They need to be verified through studies.

All proposals should be prioritized. A scale of prioritization should be designed by county residents with experience in water issues who could then recommend to the county leaders how they feel the county should proceed. All issues of water use need to be discussed on a local level; this is imperative.

Perhaps changing the use of water rights should be approached like land use changes, similar to how Planning and Zoning handles land use change applications. Whatever the vehicle, the people of the county should have a voice in what happens to their water rights.

It is a well known fact that the states do not like the Federal government to take action without conferring and working with the state. We would appreciate the same consideration for the counties in Utah

There are many other ideas that could be discussed. The bottom line is that we live in the second driest state in the country. Sometimes it feels like we are trying to accomplish big goals without remembering the limits of our circumstances. This does not mean that we believe people from other areas of the state would not have recommendations. However, in our experience other's recommendations generally benefit themselves and not the residents of the county.


Sincerely,



Stan Summers, Chair  
Box Elder County Commission



Boyd Bingham  
Commissioner



Lee Perry  
Commissioner



**BOX ELDER COUNTY  
ORDINANCE NO. 580**

**AN ORDINANCE ENACTING A COUNTY OPTION SALES AND USE TAX FOR  
HIGHWAYS AND PUBLIC TRANSIT AS AUTHORIZED BY UTAH CODE § 59-12-  
2219**

**WHEREAS**, the Utah State Legislature, Utah Code § 59-12-2219 authorizes counties to impose a .25% sales and use tax within Box Elder County (“County”), including within its cities and towns (the “County Option Sales and Use Tax for Highways and Public Transit”); and

**WHEREAS**, Utah Code § 59-12-2219 further provides that the distribution of the sales and use tax revenue from the County Option Sales and Use Tax for Highways and Public Transit will be distributed in accordance with statute to the County, its towns and cities, and its public transit district; and

**WHEREAS**, the Commission finds that it is in the best interests of the County to impose the County Option Sales and Use Tax for Highways and Public Transit;

**NOW THEREFORE**, the Board of County Commissioners of Box Elder County ordains as follows:

**SECTION 1.** This ordinance shall read as follows:

**County Option Sales and Use Tax for Highways and Public Transit**

**I. Authority.**

The authority for imposing this tax is derived from Sections 59-12-2203, -2212.2, and 2219, Utah Code Ann.

**II. Purpose of provisions.**

The ordinance codified in this chapter is enacted to provide the County, the cities and towns within the County, and the public transit district operating within the County with a source of revenue to allow these entities to maintain and improve transportation infrastructure and options. The Board of County Commissioners hereby directs that the provisions hereof be interpreted and construed to accomplish this stated purpose.

**III. Imposition; amount.**

In addition to all other taxes imposed, the County does hereby impose and levy for collection a sales and use tax of one-quarter of one percent on the transactions described in Utah Code § 59-12-103(1), subject to the other provisions of the sales and use tax laws of the state. This tax is imposed upon all sales and uses made in the County, including sales and uses made within the corporate limits of the cities and towns of the County. Provisions of this chapter shall be subject



to the provisions of the sales and use tax laws of the state to which reference is hereinafter made in this chapter and which are hereby enacted and made a part of this chapter as though fully set forth herein.

**IV. Statutes adopted by reference.**

All applicable provisions of state law governing the sales and use tax defined in Utah Code Ann. § 59-12-2219 are hereby incorporated by reference and included in this chapter. This specifically includes, but is not limited to, all applicable provisions of Title 59, Chapter 12, Parts 1 and 22, Utah Code, as amended.

**V. Administration, collection, and distribution by state.**

The taxes imposed under this chapter shall be administered, collected, and distributed by the Utah State Tax Commission in accordance with the provisions of Title 59, Chapter 12, Part 22, Utah Code Annotated, and any other applicable state laws and regulations.

**VI. Use of revenues.**

The funds received from the imposition of this tax shall be used and expended as provided for by state statute.

**VII. Collection and review of records.**

Any records, tax returns, or other information of any person, corporation, company, or other group or organization subject to the taxes imposed by this chapter, which relate to the calculation, collection, and remittance to the state tax commission of such taxes, shall be subject to review, inspection, and auditing by the County.

**Section 2. Effective Date.**

This Ordinance shall become effective fifteen (15) days after publication. The tax imposed by this Ordinance, however, shall take effect October 1, 2023, in accordance with Utah Code § 59-12-2209.

**Section 3. Notice.**

The Box Elder County Auditor is hereby directed to notify the Utah State Tax Commission on or before June 30, 2023, that Box Elder County has enacted the new tax and that collection should begin October 1, 2023. This Ordinance was duly PASSED and APPROVED by the County Legislative Body of Box Elder County, Utah, on this 30th day of May 2023, with Commissioners all voting as documented herein.

PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED this 30th day of May 2023, by the Board of County Commissioners of Box Elder County, Utah,



Commissioner Summers  
Commissioner Bingham  
Commissioner Perry

Voting *Aye*  
Voting *Aye*  
Voting *Aye*

Attest:



*Marla Young*  
Marla Young - Box Elder County Clerk

*[Signature]*  
Box Elder County Commission - Chair



**ORDINANCE NO. 579**

**AN ORDINANCE OF BOX ELDER COUNTY AMENDING THE BOX ELDER COUNTY ZONING MAP BY REZONING 30.29 ACRES LOCATED AT APPROXIMATELY 5200 WEST 4800 NORTH FROM A-20 (AGRICULTURE 20 ACRES) TO RR-20 (RURAL RESIDENTIAL 20,000 SQ. FT.) ZONE.**

**WHEREAS**, the applicant is requesting that the property described herein be zoned from A-20 (Agriculture 20 acres) to the RR-20 (Rural Residential 20,000 sq. ft.) zone; and

**WHEREAS**, the Box Elder County Planning Commission scheduled a public hearing on the petition to rezone the property and amend the Box Elder County zoning map and provided notice of the public hearing by mailing notice to each affected property owner and each adjacent property owner, and each affected entity at least 10 calendar days before the public hearing, and by posting it on the county's official website; and by publishing it on the Utah Public Notice Website at least 10 calendar days before the public hearing; and

**WHEREAS**, the Box Elder County Planning Commission, after appropriate notice, held a public hearing on May 18, 2023, to allow the general public to comment on this proposed rezone and amendment of the zoning map; and

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

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

**WHEREAS**, the Box Elder County Commission, after appropriate notice, held a public meeting on May 30, 2023 to review and discuss this proposed amendment; and

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

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

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



PARCEL 04-088-0005


A PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 10 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13 AND RUNNING THENCE NORTH 00°03'30" EAST 647.98 FEET TO A POINT ON THE PROJECTION OF THE SOUTH BANK OF A DITCH TO THE EAST; THENCE ALONG SAID DITCH PROJECTION AND THEN THE SOUTH BANK OF SAID DITCH NORTH 89°02'23" EAST 2108.54 FEET TO THE WESTERLY BANK OF THE MALAD RIVER; THENCE ALONG SAID WESTERLY BANK THE FOLLOWING EIGHT (8) COURSES; (1) SOUTH 00°54'10" WEST 39.91 FEET; (2) SOUTH 04°19'30" WEST 168.39 FEET; (3) SOUTH 05°46'49" WEST 104.06 FEET; (4) SOUTH 01°27'38" WEST 76.22 FEET; (5) SOUTH 01°55'36" WEST 57.97 FEET; (6) SOUTH 08°33'51" EAST 44.31 FEET; (7) SOUTH 16°56'40" EAST 65.26 FEET; AND (8) SOUTH 00°03'53" WEST 60.00 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE SOUTH 88°03'14" WEST 2107.97 FEET TO THE POINT OF BEGINNING.

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


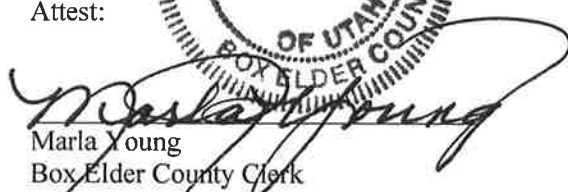
**PASSED, ADOPTED AND A SYNOPSIS ORDERED PUBLISHED** this 30<sup>th</sup> day of May, 2023, by the Board of County Commissioners of Box Elder County, Utah,

Commissioner Summers  
Commissioner Bingham  
Commissioner Perry

Voting Aye  
Voting Aye  
Voting Aye

  
Box Elder County Commission - Chair

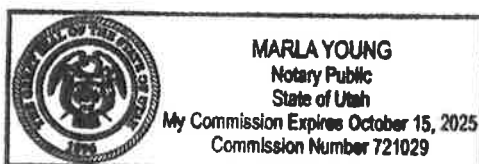
Attest:

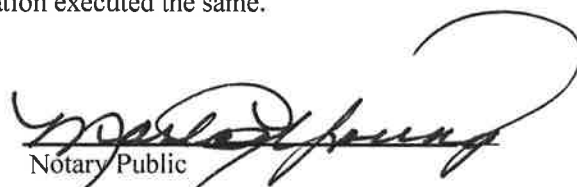
  
  
Marla Young  
Box Elder County Clerk

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

On this 30<sup>th</sup> day of May, 2023, personally appeared before me, the undersigned notary public, Urban Bommers, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the **Commissioner for Box Elder County** and said document was signed by him in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

My Commission Expires: Oct 15, 2025



  
Notary Public



**INTERLOCAL COOPERATION AGREEMENT BETWEEN BOX ELDER COUNTY AND  
SNOWVILLE TOWN, UTAH  
FOR BUILDING PERMIT AND PLAN REVIEW SERVICES.**

THIS INTERLOCAL COOPERATION AGREEMENT ("**Agreement**") is made and entered into this 30<sup>th</sup> day of May, 2023, by and between BOX ELDER COUNTY, a County government and body corporate and politic of and within the State of Utah ("**County**"), and SNOWVILLE TOWN, a municipal corporation and body corporate and politic of and within the State of Utah ("**City**"). County and City are sometimes referred to collectively as the "**Parties**" (or individually as "**Party**").

**WHEREAS**, County provides building permit and plan review services to residents in unincorporated areas of Box Elder County, as well as in several municipalities;

**WHEREAS**, the Parties desire to work cooperatively by providing building permit, inspection, and plan review services; and

**WHEREAS**, the Parties are public agencies as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. Section 11-13-101, et seq. (the "**Interlocal Act**"), and are authorized to enter into this agreement to act jointly and cooperatively to achieve the purposes of providing building permit and plan review services, as set forth herein;

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

1. **Definition of "Building Permit & Plan Review Services."** "Building permit, inspection, and plan review services" are defined as including all building inspection and plan review services required under the International Building Code, International Mechanical Code, International Plumbing Code and National Electrical Code, as adopted by the State of Utah and as in force, from time to time, within the City pursuant to the provisions of the Utah Uniform Building, Construction and Fire codes.
2. **County's Duty to Provide Services.** For the duration of the Agreement, the County shall provide all "building permit and plan review services" required within City limits and for all City owned facilities. The County shall also provide a qualified and Utah certified building inspector to perform the services noted in paragraph one (1).
3. **City's Duty to Provide Planning and Zoning Review, and Basic Clerical Services, Including Collecting/Paying Fees.** For the duration of the Agreement, the City shall provide planning and zoning reviews, and basic clerical services, including:
  - a. Accepting new building permit applications; and



- b. Collecting building permit, plan review deposits and impact fees from applicants; and
    - i. The City shall collect a refundable deposit for each project, \$1700.00 for new single-family dwellings, and \$2500.00 for commercial buildings.
  - c. Conducting planning and zoning review in accordance with city ordinance; and
  - d. Assisting in coordinating inspection times and schedules (to the degree desired by the County's inspectors); and
  - e. Completing and submitting all quarterly building inspection reports and fees to the State of Utah; and
  - f. Submitting all fees pursuant to this Agreement to the County, as set forth in the following paragraphs, and on a periodic basis determined by the County; and
  - g. Other related work.
4. **Fee for Providing Building Permit & Plan Review Services. In return for the services noted in paragraph 2,** City shall pay the County an amount equal to 75% of the building permit fee and 100% of the plan review fee for plan review on residential permits, and 60% of the plan review fee on Commercial permits. On commercial building permits with valuations over \$500,000, City shall also be responsible for all costs associated with (3) third party structural peer review fees when needed. All payments shall be made quarterly to the County within 30 days of the end of each quarter.
5. **City's Ongoing Budget Plans; No New Entity Created.** City will budget (in the Fiscal Year 2023-2024 budget) and plans on continuing to budget (in future Fiscal Year Budgets) adequate funds for building permit and plan review services to be provided under this Agreement. In so doing, no new local district or other new entity is created.
6. **Duration and Termination.** As permitted by Utah Code Ann. Section 11-13-216, this Agreement shall take effect upon approval by resolution, by both Parties, and shall continue in force for one (1) year, at which time a review will be conducted (by all participants) to implement any significant changes. Following this review, this Agreement shall continue for successive period of one (1) year period. Either Party may terminate its obligations under this Agreement after giving sixty (60) days advance written notice of termination to the other Party.
7. **Liability and Indemnification.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63-30G-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.
8. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:



- a. This Agreement shall be authorized by resolution of the legislative bodies (City Council and County Commission) of each Part pursuant to Section 11-13-202.5 of the Interlocal Act; and
  - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act; and
  - c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records (County Clerk or City Recorder) of each Party, pursuant to Section 11-13-209 of the Interlocal Act; and
  - d. Except as otherwise specifically provided for herein, each Party shall be responsible for its own costs of any action initiated pursuant to this Agreement, and for any financing of such costs; and
  - e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Board of County Commissioners of the County and the Mayor of the City. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement, unless specifically agreed to in writing. To the extent that a Party acquires, holds, or disposes of real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the manner that it deals with other property of such Party; and
9. **Counterparts.** This Agreement may be executed in counterparts by County and City. In such event, a duly executed original counterpart shall be filed with the keeper of records (County Clerk or City Recorder) of each Party pursuant to the Interlocal Act.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
11. **Entire Agreement; Binding Agreement; Authorized Signatures.** This Agreement contains the entire Agreement between the Parties, with respect to the subject matter hereof, and no statements promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties. This Agreement is binding upon the insurers to the benefit of the respective Parties hereto, their successors, heirs and assigns. County and City have each executed this Agreement (by the Board of Mayor of each Party) after having received authority to do so by their governing bodies (Board of County Commissioners or City Council).
12. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the legislative body (Board of County Commissioners or City Council) of each of the Parties, (b) executed by a duly authorized official(s) (Board of County Commissioners and the Mayor) of each of the Parties, (c) submitted to an attorney



for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records (with the County Clerk or City Recorder) of each Party.

13. **No Employment.** Building inspector(s) provided by the County shall be County and not City employees.

IN WITNESS WHEREOF, The Parties have subscribed their names and seals of the day and year first above written.

BOX ELDER COUNTY



By: [Signature]  
Stan Summers, County Commission Chair

Attest:

By: [Signature]  
Marla Young, County Clerk

Date: May 30, 2023

Reviewed as to Proper Form and Compliance with Applicable Law, by the BOX ELDER COUNTY attorney:

By: [Signature]  
Stephen R. Hadfield, County Attorney

Date: 5/30/23

SNOWVILLE TOWN

By: [Signature]  
Scott O'Hare, Mayor

Attest:

By: [Signature]  
Snowville, City Recorder

Date: 5-08-2023



Reviewed as to Proper Form and Compliance with Applicable Law, by Malone H. Molgard  
City Attorney:

By: Malone H. Molgard  
Snowville, City Attorney

Date: May 12, 2023



## 2023 – 2030 Exclusive Beverage Agreement

"Customer": **Box Elder County**

"Coca-Cola": Swire Coca-Cola, USA

"Locations" of Customer covered under this Agreement:

400 North 1000 West

Tremonton, UT 84337

Coca-Cola Outlet # 600058682

*Any new locations opened during the Term shall automatically become Locations under this Agreement.*

Customer Fed. Tax ID # (EIN): \_\_\_\_\_

Customer Contact: Jan Rhodes

Customer Phone #: 435-279-0106

1. **TERM:** The "Term" of the Agreement shall commence on June 1, 2023, and shall continue until the later of May 31, 2030, or Customer has met its "Volume Commitment" below. If the Term extends past May 31, 2030, to meet the Volume Commitment, Customer is not entitled to further Marketing Funding under Section 5 except PBF.

2. **VOLUME COMMITMENT:** Customer agrees to purchase from Coca-Cola a minimum total "Volume Commitment" of

Fountain Syrup: 3,395 gallons (485 annually)

Bottle/Can: 8,120 cases (1,160 annually)

Should purchases fall more than ten percent (10%) below the annual volume in any year, Coca-Cola may reduce or cease Section 5 funding under and/or terminate the Agreement. Customer represents that it has independently determined the Volume Commitment is reasonable and acknowledges that the funding and pricing provided herein are based on Customer fulfilling the Volume Commitment.

3. **EXCLUSIVITY:** (a) Customer shall purchase, sell, and advertise exclusively the indicated beverage "Products" from Coca-Cola:

- ☒ fountain syrup
- ☒ bottled/canned/package
- ☒ cups/lids/straws
- ☒ CO<sub>2</sub> tank & bulk (where Coca-Cola offers bulk)

"Products" includes, without limitation, carbonated and non-carbonated, soft drinks, water, mineral & flavored waters, juices, sports drinks, energy drinks, protein drinks, iced teas, iced coffees, and similar beverages, but not including unflavored dairy products, alcoholic beverages, and tap water.

(b) Customer agrees to display a minimum of five (5) images of Coca-Cola Products (which shall be provided by Coca-Cola) on its online menu and/or delivery service.

### 4. **PRICING AND PAYMENT TERMS:**

(a) Customer will be charged Coca-Cola's AAA pricing on fountain syrup, Tier 2 pricing on bottle/can, Bid 4 pricing on C02, AA pricing on cup/lid/straw Products, and all other Products at standard wholesale pricing. Coca-Cola may set minimum Product case delivery quantities.

(b) Payment is due upon delivery. If Customer applies for and is granted a credit account, payment shall be due within 30 days of the date of delivery.

(c) All pricing terms are subject to yearly price increases. Additionally, if Coca-Cola is subject to extraordinary increases in cost of fuel, materials, and other products necessary for manufacture and distribution of Products, Coca-Cola may increase any pricing terms to reflect the increase in costs.

(d) Customer agrees that the invoice is accurate and the Products are acceptable unless it provides written objection w/in 30 days of the statement.

(e) Customer is responsible for any federal, state and/or local sales, excise, property or other taxes and licenses related to the Products and Equipment.

(f) Customer warrants that the Products purchased are solely for resale.

5. **MARKETING FUNDING:** Coca-Cola will provide Customer, if current on Volume Commitment, the following funding:

(a) Sponsorship Funding of Fifteen Thousand Dollars (\$15,000) in year one and Five Thousand Dollars (\$5,000) in each year two through seven, to be used to promote Customer's Locations in conjunction with Coca-Cola Products as mutually agreed.

(b) One thousand Dollars (\$1,000) per year towards printing of event tickets with Coca-Cola logos for events sponsorship by Coca-Cola as mutually agreed. Such funding does not accrue.

(c) Performance Based Funding ("PBF") as follows:

Fountain Syrup	\$1.50	per gallon
20oz Dasani	\$3.00	per 24ct case
20oz SSD	\$5.00	per 24ct case
20oz Powerade	\$2.00	per 24ct case

PBF shall accrue for each gallon/case purchased from Coca-Cola and will be paid to Customer annually.

(d) **Commission:** Coca-Cola will provide Customer with a commission on Vending Machine sales (after deducting from the commission any applicable sales and use taxes and lost product) at the minimum required vending price of 20%. Coca-Cola will collect all monies deposited in the Vending Machines. Where appropriate, Coca-Cola will pay the sales and use taxes deducted from the commission to the appropriate government authorities on behalf of Customer. Coca-Cola will have the sole right to set vending prices for the vended Products.

### 6. **EQUIPMENT RENTAL PROGRAM:**

(a) Coca-Cola will provide Customer with the use of the following "Equipment" during the Term.

Qty.	Name of Equipment (incl. existing)	Total Value
5	8-Valve 2323 Drop In (reman.)	\$3,250
1	RVCC 804 (reman.)	\$873
1	D501E (reman.)	\$950
1	GDM45 (reman.)	\$720

(b) Customer acknowledges that the Equipment is being provided for the purpose of exclusively dispensing Coca-Cola Products. Customer acknowledges that the Equipment bears Coca-Cola Product trademarks, logos, and slogans that advertise to consumers the availability of Coca-Cola Products from Customer. In order to protect Coca-Cola's trademarks, name, reputation, and goodwill with consumers, Customer agrees to ensure that **only Coca-Cola trademarked Products are used in the Equipment.**

(c) Equipment is, and will remain, personal property of Coca-Cola.

(d) Customer shall not transfer, pledge, lease, sell, mortgage, assign or in any other way encumber or dispose of any of the Equipment.

(e) Customer shall make no alteration in the Equipment or remove, deface, or alter any identification or trademarks appearing on the Equipment. All parts added to the Equipment through alterations, repairs, additions or improvements will constitute accessions to, and will be considered an item of the Equipment and title to such will immediately vest in Coca-Cola.

(f) Coca-Cola will service and maintain the Equipment during the Term and to provide service calls, so long as Customer uses the Equipment only for the sale of Products distributed by Coca-Cola and provided such service calls are not the result of Customer's negligence. All service calls must be exclusively handled through Coca-Cola's service dispatch.

(g) If for any reason Products are purchased from anyone other than Coca-Cola, in addition to its rights set forth herein, Coca-Cola may charge Customer the following additional fees: An additional charge of \$125.00 on each piece of Equipment for each month in which Customer was in noncompliance and an additional charge of \$75.00 per service call.

(h) Customer shall use the Equipment only at the Location(s) and shall not remove the Equipment except as permitted by Coca-Cola in writing. Customer is responsible for all utilities. Coca-Cola shall have the right during Customer's regular business hours to inspect the Equipment.

(i) Risk of loss, damage or destruction of the Equipment will be borne solely by Customer from the time the Equipment is delivered to Customer until returned to and accepted by Coca-Cola.

(j) Upon any termination of Agreement, Customer shall return Equipment to Coca-Cola in as-received condition, reasonable wear and tear excepted.

(k) **NO WARRANTIES:** CUSTOMER ACKNOWLEDGES COCA-COLA IS NOT A MANUFACTURER OF THE EQUIPMENT AND HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE PERTAINING TO THE EQUIPMENT WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE OF THE EQUIPMENT WITH ANY APPLICABLE GOVERNMENT REQUIREMENTS OR REGULATIONS, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL, OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE, INFRINGEMENT, OR WITH RESPECT TO PATENT RIGHTS.

7. **HIATUS IN OPERATIONS:** If Customer's Location ceases or materially reduces operations, events, and performances due to COVID-19, or any similar future epidemic, pandemic, health outbreaks or due to a force



majeure that has a material impact on Customer's business, then the parties, each acting in good faith, shall agree (1) on an extended Term to compensate for the hiatus in Customer's business, and/or (2) to reduce or cease any funding and other payments by Coca-Cola under Section 5 and Customer shall provide Coca-Cola a pro-rated refund (as applicable) of funding paid by Coca-Cola.

8. **BUSINESS REVIEW:** Coca-Cola may conduct business reviews with Customer on a quarterly or annual basis to review the Volume Commitment and any opportunities at the Location(s) to increase sales.

9. **DEFAULT/REMEDIES:** In addition to Coca-Cola's rights stated in this Agreement, Coca-Cola may terminate this Agreement upon the occurrence of any of the following events of default:

(a) Customer is in breach of the Agreement and fails to cure such breach within 10 days of notice from Coca-Cola;

(b) The Equipment is levied, seized, or attached; whether by operation of law or otherwise;

(c) Customer is adjudicated insolvent, files a voluntary petition in bankruptcy, enters into an arrangement with its creditors, applies for or consents to the appointment of a receiver or trustee of itself or its property, makes an assignment for the benefit of creditors, suffers or allows entry of an order adjudicating it bankrupt or insolvent, or a receiver or trustee is appointed of itself or its property.

In addition to termination, Coca-Cola may (1) take possession of any or all Equipment without demand or notice, wherever the same may be located, without any court order or other process of law. Customer hereby waives any and all damages occasioned by such taking of possession unless caused by Coca-Cola's gross negligence or willful misconduct, and/or (2) pursue any other remedy at law or in equity.

10. **LIMITATION OF LIABILITY.** COCA-COLA SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS BASED UPON OR ARISING OUT OF INJURY TO PERSON OR PROPERTY IN ANY WAY RELATING TO THE INSTALLATION, USE, OR OPERATION OF THE EQUIPMENT, EXCEPT ARISING SOLELY OUT OF COCA-COLA'S GROSS NEGLIGENCE. IN NO INSTANCE SHALL COCA-COLA BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE, OR USE OF ANY EQUIPMENT.

11. **NO ASSIGNMENT:** Customer may not assign this Agreement without the prior written consent of Coca-Cola, which may be withheld for any reason.

12. **EARLY TERMINATION OF AGREEMENT:** If the Agreement is terminated for any reason prior to meeting the total Volume Commitment, Customer agrees to promptly return the Equipment, pay 25% of the value of the Equipment in Section 6(a) to refurbish and restock the Equipment, and to immediately refund to Coca-Cola in cash the cash value of all funding of all types provided to Customer in Section 5.

13. **ENTIRE AGREEMENT:** This Agreement is the full agreement and no collateral agreement will be binding upon the parties unless in writing and properly signed by duly authorized officers of the parties.

14. **REPRESENTATION:** Customer represents that the execution of this Agreement will not result in a breach of any other agreement, including without limitation an exclusive agreement with any other beverage provider.

15. **RIGHT OF NEGOTIATION AND FIRST REFUSAL:** For sixty (60) days immediately prior of the end of the Term, Customer agrees to negotiate in good faith exclusively with Coca-Cola for its future Product needs. If no agreement is reached, Customer shall not enter into an agreement with another provider on more favorable terms than those offered by Coca-Cola without giving Coca-Cola a copy of the competitive offer and thirty (30) days to match that offer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.



Customer Signature

Stan Summers

Printed Name of Customer's Authorized Signatory

Dated: 6-7-2023

Swire Coca-Cola, USA Signature

Dated: \_\_\_\_\_



**ORDINANCE NO.   578**

**ORDINANCE SETTING HOST FEE FOR THE BOX ELDER COUNTY SOLID  
WASTE FACILITY**

**WHEREAS**, the Board of Box Elder County Commissioners determined that construction of a solid waste management facility (the "Facility") as defined in Section 19-6-502~~(23)~~ of the Utah Solid Waste Management Act, Utah Code Ann. (1953) as amended, and the creation of Box Elder County Solid Waste ("BECSW") was necessary in order to protect, preserve, and enhance the environment within the County, and

**WHEREAS**, Section 19-6-503, Utah Cod Ann. (1953) as amended, known as the Utah Solid Waste Management Act provides among other things, that the governing body of a public entity may, among other things:

- a. Supervise and regulate the collection, transportation and disposition of all solid waste within its jurisdiction;
- b. Levy and collect a tax, fee, or charge or require a license as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of solid waste management facility, including licensing a private collector operating within its jurisdiction.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Box Elder County acting as the governing authority of Box Elder County Solid Waste as follows:

**Section 1.** All ordinances and resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**Section 2.** The Board of County Commissioners shall annually review the Box Elder County Solid Waste Facility host fee. The County shall, by resolution, adjust the Box Elder County Solid Waste Facility host fee annually as indexed by inflation referencing the September CPI-U immediately preceding the preparation of the tentative budget pursuant to USC § 17-36-10(2)(a). If no said resolution is passed by the date herein set, the County shall use the host fee last enacted.

**Section 3.** Host fees shall be applied to all C&D, COM, IND, WW, and MSW tonnage



as reported on the Facility's material analysis report for both inbound and outbound materials for a period of January 1<sup>st</sup> to December 31<sup>st</sup> of a given year.

**Section 4.** If any one or more of the provisions of this ordinance should be contrary to law, then such provisions shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions.

**PASSED AND ADOPTED AND ORDERED PUBLISHED** this 30<sup>th</sup> day of May, 2023 by the Board of Commissioners in Box Elder County, Utah.

Commissioner Bingham  
Commissioner Summers  
Commissioner Perry

Voting Yes  
Voting Yes  
Voting Yes



Attest:

  
Box Elder County Commission Chair

  
Marla Young  
Box Elder County Clerk



**RESOLUTION #: 23 - 03**

**A RESOLUTION REGARDING SETTING HOST AND ADMINISTRATIVE FEES  
FOR THE BOX ELDER SOLID WASTE FACILITY**

**WHEREAS**, Box Elder County Commission, in accordance with Utah law, constructed a solid waste management facility (the "Facility") and deemed that the creation of Box Elder County Solid Waste ("BECSW") was necessary in order to protect, preserve, and enhance the environment within the County; and

**WHEREAS**, Box Elder County Commission passed Ordinance \_\_\_\_\_ that, in accordance with Utah law, allows the Commission to annually review the Box Elder County Solid Waste Facility host fee;

**WHEREAS**, at this time, the Box Elder County Commission finds that is in the best interest of the citizens of Box Elder County to review the host fee at this time; and

**WHEREAS**, the Box Elder County Commission find that enactment of an administrative fee is necessary to defray expenses incurred by departments within the County; and

**WHEREAS**, the Box Elder County Commission finds that enactment of the resolution set forth below is necessary for and will promote the health, safety, and welfare of the citizens of Box Elder County.

**NOW THEREFORE, BE IT RESOLVED**, that the Box Elder County Commission does hereby direct and authorize the following:

1. As of the date of adoption, Box Elder County Solid Waste shall charge a host fee of \$1.50 per ton at the Facility on specific materials as defined in the referenced Ordinance.
2. As of the date of adoption, Box Elder County Solid Waste agrees to an additional fee for administration of ten percent of the total annual host fee collected. Said additional fee shall be transferred into the County General Fund at the end of each County fiscal year.

These fees shall go into effect and remain in effect until and unless the Box Elder County Commission reviews and/or adjusts one or both by another resolution at some future date.



PASSED AND ADOPTED THIS 30<sup>th</sup> DAY OF May, 2023.

VOTING:

Chairman Summers

Yea ☒ Nay ☐

Commissioner Bingham

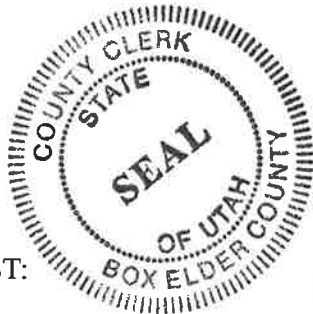
Yea ☒ Nay ☐

Commissioner Perry

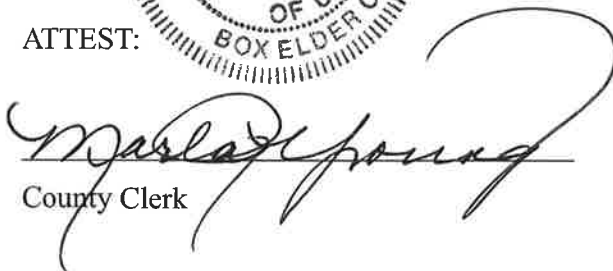
Yea ☒ Nay ☐



Stan Summers, Chairman



ATTEST:



County Clerk





2023

GRANTEE CONTRACT  
NOXIOUS WEEDS GRANT  
Contract Number: 202301DG20

Qualifying Expenses	Explanation	Requested Funds
Herbicide	Milestone, 2 4-D, LV6, Picloram, Garlon 3A, Surfactants (Jackhammer, Trend, Kopis) Act, Chapter 17 SAE 4443 7303	\$5,000.00

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

#### Scope of Work:

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

Continue efforts to monitor and control all EDDMaps points and mapped locations of these specified high priority weeds: Yellow Starthistle, Goatsrue, Elongated Mustard, Common St. Johnswort, Cutleaf Vipergrass, and Garlic Mustard. Current EDDMaps photo projects that have been implemented will continue to be updated.

- Continue to work with the Bear River Canal Co. personnel to monitor for goatsrue in the County's extensive canal system, as well as hold a cooperative spray day along the Bear River with Forestry, Fire, and State Lands and Cache County Weed Department.
- Plan and implement a Cooperative Spray Day and project for Elongated Mustard near the Cache and Box Elder County boundary including Franklin and Oneida County Weed Departments.
- Maintain for the ninth consecutive year the Weed Department fair booth at the Box Elder County Fair held in late August. Educational opportunities are plentiful at this event.
- Work will continue to monitor areas which border the USFS on the western edge of the Wellsville Mountains Wilderness Area.
- We will continue to monitor and treat all of the outlying points from this project's SIIPA analysis and mapping tool, as well as marking in EDDMaps any new locations.
- Box Elder's cost-share herbicide program will continue at a high level of commitment. This program has increased our landowner cooperation, as well as our ability to establish relationships that are key in educating the public regarding noxious weed control.

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

#### Budget:

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





2023

GRANTEE CONTRACT  
NOXIOUS WEEDS GRANT  
Contract Number: 202301DG20

<b>Supplies</b> (Biocontrol, seed, fertilizer)		
<b>Labor</b>	Cost of seasonal labor to complete project.	<b>\$2,000.00</b>
<b>Contracts</b>		
<b>Other</b>		
<b>Total Amount Awarded</b>		<b>\$7,000.00</b>

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

**Financial Administration and Reporting:**

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

**A final report is required, and is due before November 1, 2023.** The reports will consist of a completed form, reimbursable receipts, and matching documentation, before and after photographs of the project and a link to EDDMaps where project GIS data is posted. Send all documentation and necessary information in a digital format by email to <rosann@etv.net>. Send any necessary hard copy to Rosann Fillmore, P.O. Box 429, Orangeville, UT 84537

To assist with record keeping, an *example* in-kind log and expenditure tracking sheet is enclosed. Similar documentation and copies of invoices clearly marked as UWSA reimbursable costs or matching costs must accompany all requests for reimbursement. (See examples.)

**The Utah Weed Supervisors (UWSA):**

The UWSA agrees to reimburse **Box Elder County \$7,000.00** for treatment costs authorized by this contract after receiving the necessary reports (quarterly cost-share numbers, treated acres, reimbursement requests and annual and final reports).

The contractor will only be able to receive 75% of the grant amount until the final grant report has been submitted.

This project is funded through a grant from the USDA Forest Service. The U.S. Department of Agriculture Forest Service prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, age, disability, political beliefs, sexual orientation, and marital or family status (not all prohibited bases apply to all programs).





2023

GRANTEE CONTRACT  
NOXIOUS WEEDS GRANT  
Contract Number: 202301DG20

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

**Contract Period:**

Effective date: Date of the award notification

Termination date: November 1, 2023

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

Stan Summers  
Print Name of County Manager  
Or County Commission Chair

[Signature]  
Signature

5/30/2023  
Date

\_\_\_\_\_  
Print Name of RC&D Council Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of UWSA Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# STATE OF UTAH

## CONTRACT

CONTRACT # 152211 AMENDMENT #8

TO BE ATTACHED TO AND MADE PART OF the  
above numbered contract by and between the State of Utah, Administrative Office of the Courts, referred  
to as State and Box Elder County Sheriff.

Vendor #	65305E	CommCd	00000
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### THE PARTIES AGREE TO THE CONTRACT AS FOLLOWS:

1. **Contract period:** 07/01/23 Effective Date  
06/30/24 Termination Date unless terminated early or extended in accordance  
with the terms and conditions of this contract.

**Renewal options:** Unlimited (they are required by statute to provide these services). All payments under  
this contract will be completed within 90 days after the Termination Date.

2. **Contract amount:**

	Hrs Allotted	Hrly Rate	Contract Amt	Total
Bailiff Security	2000	\$29.77	\$59,540.00	
Perimeter Security	5800	\$29.77	\$172,666.00	\$232,206.00

3. **Attachment A: Terms & Conditions**  
**Attachment B: Scope of Work**  
**Attachment C: Sample Invoice** (*removed*); (*inserted*) **Payment**

4. **Contact Information:**

**Courts:** First District & Juvenile Court  
Attn: Brett Folkman  
Addr: 43 N. Main  
City/Zip: Brigham City 84302  
Phone: 435 734-4600  
E-mail: brett@utcourts.gov

**County:** Box Elder County Sheriff  
Attn: Kevin Potter  
Addr: 52 S. 1000 W.  
City/Zip: Brigham City 84302  
Phone: 435 734-3818  
E-mail: kbpotter@boxeldercounty.org

IN WITNESS WHEREOF, the parties sign and cause the contract to be executed.

COUNTY

AOC

County Commission

Court Security Director or AOC Designee

County Sheriff

District Court Executive

County Attorney

Juvenile Court Executive

Keisa L. Williams 5/1/23  
Court Counsel

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☐ For-Profit Corporation
- ☐ Partnership
- ☒ Government Agency

Availability of Funds

State Division of Finance



## **ATTACHMENT A: TERMS AND CONDITIONS – Bailiff and Security Contracts**

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 11-13-101 commonly referred to as the Inter-local Cooperation Act, 17-22-2, 17-22-27 and UC78A-2-602.
2. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal, and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
3. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
4. **TERMINATION:** This contract may be terminated in advance of the specified expiration date, by either party, upon ninety (90) days written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Termination shall not affect the rights and duties of either party as may be required by law.
5. **NONAPPROPRIATION OF FUNDS:** The provision of this contract placing an obligation upon the State to compensate the Sheriff for services is contingent upon, and limited to the extent that, funds are appropriated and available for this purpose by the Legislature. The State will actively seek adequate funding from the Legislature to fulfill the obligations of this contract. In the event that funds are not appropriated or otherwise available to honor the terms of this contract, the State may renegotiate the agreement or may terminate the agreement without penalty upon 30 days written notice to the Sheriff.
6. **INDEMNIFICATION:** The State shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of State employees in connection with the performance of this contract. The County shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the County in connection with the performance of this Contract. The County shall indemnify and hold the State free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. The obligation of a party to indemnify the other pursuant to any provision of this agreement is subject to the terms and conditions of the Governmental Immunity Act of Utah, UCA 63G-7-101 *et seq.*, including, but not limited to, the liability limits contained therein.
7. **EMPLOYMENT STATUS:** All persons performing duties under the terms of this Contract shall be County employees and shall have no right to any state pension, civil service, workers' compensation, unemployment or any other state benefit for services provided hereunder. The County will have full supervision authority, subject to the Scope of Work, over all persons employed to carry out the requirements of this Contract.
8. **PAYMENT:** Payments are normally made within 30 days following the date a correct invoice is received. All invoices must be submitted in an approved format.
9. **COMPENSATION:** The compensation paid by the State to the County pursuant to this Agreement shall be used only for the services provided pursuant to the Agreement, and County shall not have the authority or right to use such funds for other purposes. The State shall compensate the County for salary and benefits of sworn officers in conformance with the provisions of Sections 17-22-2, 17-22-23, 17-22-27 and UC78A-2-602, and Rule 3-414 of the Code of Judicial Administration. This agreement shall not serve to compensate County for costs related to security administration, supervision, travel, equipment and training.
10. **EQUIPMENT:** The equipment used by County personnel shall be provided and maintained by the County except for elements of the security systems (i.e. magnetometers, surveillance and other monitoring devices) provided by the State.



11. NOTICE: The Sheriff shall respond to a request for assistance with additional law enforcement personnel and services, without compensation, upon the occurrence of a breach of peace or when a security problem is anticipated.

12. PROBLEM RESOLUTION: The State's designated representative or representatives shall have the right, upon request, to meet and confer with the Sheriff, and/or his designated contract representatives, to discuss any problems arising from the Sheriff's performance or the individual deputies performing services under this Agreement, the costs for future periods under this contract, or any other issues related to this contract.

13. CONTINUITY OF COURT OPERATIONS: The Sheriff shall continue to provide bailiff and security services to the State if a natural disaster or other disruption forces the Court to modify its operations or convene at an alternate site(s) within the County.

14. SECURITY INCIDENT REPORTING: The Sheriff shall report all breaches of security, criminal acts, or threats to the Court or court personnel to the Local Security Coordinator. Such incidents include, but are not limited to: threats, suspicious incidents, vandalism, theft/burglary/robbery, medical assists and assaults. The Sheriff further agrees to provide a written report of the incident to the Local Security Coordinator on the Sheriff's standard departmental report form or on a Court Security Incident form provided by the local Security Coordinator. This will be completed as soon as is reasonably possible after the incident.

15. SECURITY REVIEWS: The Sheriff will cooperate with the Court Security Director and Court Facilities Manager in conducting periodic court security reviews to determine compliance with physical and procedural security standards and will assist in correcting any deficiencies identified. To the extent possible, the Sheriff will implement the standards set forth in the Model Post Orders document (as applicable) dated March, 2014, and provided by the Courts.

16. TRAINING: The Sheriff agrees to send bailiffs and court security officers to the 16 hours of basic court security training provided free-of-charge by the Court, as soon as possible after their appointment.

17. ENTIRE CONTRACT: This Contract, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised 01/31/2023)



## **ATTACHMENT B: SCOPE OF WORK**

### **Bailiff Services:**

A. County shall assign such law enforcement or special function officers as bailiffs in each courtroom when court is in session in the First District, District and Juvenile Courts in Box Elder County.

B. County and AOC through their designees shall coordinate the staffing, scheduling and service levels at the various court locations with the goal of promoting efficiency and quality. The County is hiring authority for all officers assigned under this contract; however, the appointment or reassignment of a courtroom bailiff is subject to the concurrence of the judges with whom the bailiff will work/works.

### **Security Service:**

Sheriff agrees to provide court security services and such other duties as may be required by law for the First District, District and Juvenile Courts in Box Elder County. The Sheriff agrees to provide sufficient security staff of qualified law enforcement officers to provide security according to the Court Security Plan. The Sheriff agrees to provide security staff sufficient to provide full-time door access security. Court security services will be provided from Monday through Friday of each week, excepting legal holidays or other days the court is closed, during the hours of 7:30 a.m. to 5:30 p.m. and any hour that the court is open before or after those times.

### **Court Security Plan:**

In accordance with Rule 3-414, *Utah Code of Judicial Administration*, the court executive in consultation with the Sheriff, has developed a court security plan. The plan outlines the responsibilities of the Sheriff and a written copy of that plan has been provided to the Sheriff. The Court Security Plan is hereby incorporated by reference into this contract.

Revised (01/31/2023)



### **ATTACHMENT C: PAYMENT**

1. The AOC agrees to pay to the County the annual amounts listed on page 1 of this amendment # 7, not to exceed the total contract amount.
2. The County will invoice the AOC once every month, within 30 days after the end of the month; however, the last invoice for the fiscal year will be due no later than July 10.
3. The invoice will contain the total hours of Bailiff and Perimeter security hours provided.
4. Any invoice submitted in connection with this agreement shall be sent (USPS or electronically) to the Contact Information for Courts listed on page 1 or as below.

**Courts:** First District & Juvenile Court

Attn: Brett Folkman

Addr: 43 N. Main

City/Zip: Brigham City 84302

Phone: 435 734-4600

E-mail: [brettf@utcourts.gov](mailto:brettf@utcourts.gov)

Revised 01/31/2023



**LEASE AGREEMENT  
FOR  
RADIO REPEATER STATION**

This LEASE AGREEMENT is entered into by and between RONDA PERKINS, TRINA WILSON and MICHEAL BARNES (hereinafter "Lessors") and BOX ELDER COUNTY (hereinafter "Lessee").

**RECITALS**

WHEREAS, Lessors are the current owners of that certain real property located in Box Elder County known by the parties to this Lease Agreement as the Dunn Peak Radio Repeater Station, and more specifically described and identified in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Property was previously leased by Lessee from Lessors' predecessors in interest for use by Lessee to construct and maintain a radio repeater station for the purpose of facilitating use of emergency radios in Box Elder County; and

WHEREAS, Lessee has constructed a radio repeater station on the Property, and has used and maintained a radio repeater station on the Property for several years; and

WHEREAS, Lessors are willing to continue leasing the Property to Lessee for the purpose of allowing Lessee to continue to use and maintain a radio repeater station upon the Property, under the terms and provisions of this Lease Agreement; and

WHEREAS, Lessee is desirous of leasing the Property from Lessors for the purpose of continuing to use and maintain a radio repeater station on the Property to facilitate the use of emergency radios in Box Elder County; and

WHEREAS, Lessors and Lessee are desirous of entering into this Lease Agreement on the terms and provisions set forth in this Lease Agreement.

NOW THEREFORE, based upon these recitals and the consideration set forth herein, Lessors do hereby lease the Property to Lessee upon the following terms and conditions:

1. Lease Payments. The Lessee shall pay Lessors the annual sum of Three Hundred Dollars (\$300.00) per year as rental for Lessee's use and occupancy of the Property, to be payable in one lump sum on or before January 31 of each year during the Lease Term. This rental shall be paid by Lessee to Ronda Perkins at 594 East 600 South, Burley, Idaho 83318, or such other persons or addresses as Lessors shall designate in writing to Lessee.
2. Lease Term. The term of this lease shall be for twenty (20) years from January 1, 2023 thru and including December 31, 2042. Upon expiration of the lease term, and in the event a new lease has not been negotiated and Lessee remains in possession of



the Property with the consent of Lessors, Lessee's possession of the Property shall be on a month to month basis under the same terms and conditions of this Lease Agreement.

3. No Assignment or Subletting. The Lessee shall not assign or sublet or attempt to assign or sublet the Property or any part thereof without the written approval of the Lessors.
4. Maintenance of Improvements. The Lessee shall, at its own expense, keep all of the improvements and the radio repeater station now on the Property in as good repair as the same now are, and as often as the same shall require any maintenance and/or repair.
5. No Unlawful Purpose. The Lessee shall not use or occupy the Property or any part thereof for any unlawful purpose and shall not commit any nuisance thereon or permit any nuisance to exist thereon.
6. Quiet and Peaceful Enjoyment of the Property. The Lessors, for their successors and assigns, covenant and agree with the Lessee, that upon Lessee's payment of rents and performing and keeping the covenants and obligations of this Lease Agreement, Lessee shall lawfully, peacefully and quietly hold, occupy and enjoy the Property during the term of this Lease Agreement, without any hindrance, ejection or molestation by Lessors, their successors or any person or person lawfully claiming under them.
7. Default by Lessee. In the event the Lessee shall default in the payment of any rent set forth in this Lease Agreement when the same becomes due, or shall fail to perform any one or more of the other obligations of this Lease Agreement, and shall fail to remedy any such default within ten (10) days after notice of said default shall have been mailed by Lessors to Lessee, Lessors, shall have the right to reenter the Property and take possession of the Property. In addition, Lessors shall be entitled to recover from Lessee all rents due on said Lease Agreement and any and all damages suffered by the Lessors or any of them from any such default by Lessee, and the Lessors may re-lease the Property for the remainder of the term of this Lease Agreement for the highest rent obtainable, and may recover any deficiency from the Lessee. It is specifically understood and agreed, that the remedies in this paragraph are cumulative and shall not be exclusive, and that the Lessors, in addition, may have any and all other remedies available at law or in equity for the enforcement of the terms and conditions of this Lease Agreement, and any and all rights arising from the default thereof.
8. Delivery and Surrender of the Property. The Lessee shall surrender and deliver up possession of the Property to Lessors at the end of the term or any other time when the Lessors under the terms hereof shall be entitled to resume possession thereof, in as good order and condition as the same now are. Any permanent improvements on the



Property, including buildings, fencing and roads, shall remain upon the Property and become the property of Lessors upon the termination of this Lease.

9. Attorneys Fees and Costs. In the event either party shall breach any obligation of this Lease Agreement, and the other party shall retain any attorney to assist in enforcing any or all of the same, whether by legal action or otherwise, the defaulting party shall pay all of the costs and expenses incident to the enforcement of any such right or remedy, including a reasonable attorney's fee.
10. Indemnification and Hold Harmless. Lessee shall indemnify and hold Lessors harmless from any and all claims, lawsuits, damages, or liability arising from or connected with the Lessee's activities upon or use of the Property. Furthermore, Lessee will be responsible to Lessors for any damage to the Property arising from or connected with Lessee's use of the Property.
11. Notices. Any notices under this lease agreement shall be given by mail and email at following addresses (both physical address and email address), until a different address is provided in writing:

To Lessors:

Ronda Perkins  
594 East 600 South  
Burley, Idaho 83318  
and  
ronda.doman@gmail.com

To Lessee:

Box Elder County Sheriff's Office  
P.O. Box 888  
Brigham City, Utah 84302  
and  
beherford@boxeldercounty.org

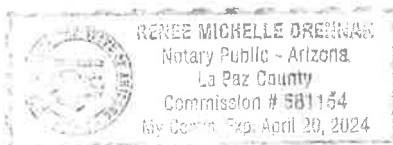
"LESSORS"

DATED this 13<sup>th</sup> day of April, 2023

*Ronda Perkins*  
Ronda Perkins

STATE OF Arizona  
COUNTY OF La Paz ss.

This instrument was acknowledged before me this 13<sup>th</sup> day of April, 2023, by Ronda Perkins



*Renee Drewnar*  
NOTARY SIGNATURE AND SEAL

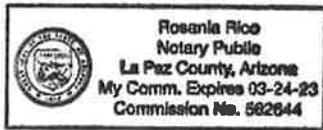


DATED this 22 day of March, 2023

*Trina Wilson*  
Trina Wilson

STATE OF Arizona )  
COUNTY OF La Paz ) ss.

This instrument was acknowledged before me this 22 day of March 2023, by Trina Wilson



*Rice*  
NOTARY SIGNATURE AND SEAL

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

Micheal Barnes

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_

NOTARY SIGNATURE AND SEAL



DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

Trina Wilson

STATE OF )  
 ) ss.  
COUNTY OF )

This instrument was acknowledged before me this \_\_\_\_ day of 2023, by \_\_\_\_\_.

NOTARY SIGNATURE AND SEAL

DATED this 13 day of April 2023

Michael Barnes  
Michael Barnes

STATE OF Idaho )  
COUNTY OF Cassia ) SS.

This instrument was acknowledged before me this 13 day of April 2023, by

*Judy Tracy*  
NOTARY SIGNATURE AND SEAL







"LESSEE"

Box Elder County  
By:

ATTEST:

County Recorder/Clerk



Exhibit “A”



EXHIBIT "A"

SCALE  
1" = 100'

ACCESS

EXISTING FENCE

RECEIVED

DESCRIPTION OF LEASE

BEGINNING AT A POINT LOCATED 2291.3 FEET EAST FROM THE SW CORNER OF THE SE 1/4 OF SECTION 25, T14N, R14W, S.L.B. & M., SAID POINT BEING ON THE SOUTH LINE OF SAID SECTION, THENCE EAST 150 FEET, THENCE NORTH 150 FEET, THENCE WEST 150 FEET, THENCE SOUTH 150 FEET TO THE POINT OF BEGINNING CONT. 0.52 ACRES, TOGETHER WITH A 20 FOOT RIGHT-OF-WAY ALONG THE SOUTH 20 FEET OF THE SE 1/4 OF SAID SECTION.

PAUL D. BARNES TO BOX ELDER COUNTY LEASE AGREEMENT  
JUNE 17, 1987