

HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting Agenda Amended 12.1.2025

December 2, 2025

4:00 p.m. Work Meeting
6:00 p.m. Regular Meeting

TIME AND ORDER OF ITEMS ARE APPROXIMATE AND MAY BE CHANGED AS TIME PERMITS

I. WORK MEETING - 4:00 P.M.

1. Airport Leases 101 (Ryan Leick, Aeroplex Group Partners) - *60 min*
2. Curt Magleby with Flex Read Homes Presentation for Potential Development at 895 South 1200 West (Tony Kohler, Community Development Director) - *30 min*
3. MOU (Memorandum of Understanding) with Wasatch County Fire District regarding Dedication of Future Fire Station Sites (Tony Kohler, Community Development Director) - *20 min*

II. BREAK - 10 MIN

III. REGULAR MEETING - 6:00 P.M.

1. Call to Order
2. Pledge of Allegiance (Mike Johnston, Council Member)
3. Prayer/Thought by Invitation (Heidi Franco, Mayor)

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Oath of Office for Jeremy Nelson

V. CONFLICT OF INTEREST DISCLOSURE:

VI. CONSENT AGENDA:

1. Approval of November 6, 2025, Special City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Ordinance 2025-31 to Adopt the 2026 Annual City Council Meeting Schedule (Trina Cooke, City Recorder)
3. Heber City Observed Holidays 2026 (Cherie Ashe, Human Resources Manager)
4. Contract Award to Mountain States Contracting for the Southfield Rd Railroad Crossing Improvements in the amount of \$326,647.36. (Russ Funk, City Engineer)
5. Interlocal Agreement for Road Maintenance on Jordanelle Ridge Drive (Jeremy Cook, City

Attorney)

6. Nominees for the Airport Advisory Board and the Audit Committee (Heidi Franco, Mayor)

VII. PUBLIC COMMENTS: (3 min per person/20 min max)

VIII. GENERAL BUSINESS ITEMS:

1. Atlas Towers Ground Lease Agreement and Potential Zone Change of City Property to Public Facilities Zone located at approximately 590 East Center Street (Tony Kohler, Community Development Director) - *30 min*
2. Communication Policy (Ryan Bunnell, Matt Brower, City Manager)

IX. ACTION ITEMS: (Council can discuss; table; continue; or approve items)

1. Contract Award with Terracon for Trailhead Plaza Design Phase 1 (Tony Kohler, Community Development Director) - *30 min*
2. Ordinance 2025-32 Springs at Coyote Phase 5 Development Agreement (Jamie Baron, Planning Manager) - *20 min*
3. Mutual Termination of Heber City, Twin Creeks, and Charleston Agreement for Shared Waste Water Delivery and Facilities (Jeremy Cook, City Attorney) - *15 min*
4. Fiscal Year 2027 Budget Calendar Adoption (Sara Nagel, Finance Manager)
5. Establish 2026 Strategic City Council Retreat Dates (Matt Brower, City Manager) - *10 min*

X. COMMUNICATION:

XI. CLOSED MEETING: (As Needed)

XII. ADJOURNMENT:

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media. In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Trina Cooke at the Heber City Offices 435.657.7886 at least eight hours prior to the meeting.

Posted on November 25, 2025, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.



Heber City Council Staff Report

MEETING DATE: 12/2/2025
SUBJECT: Airport Leases 101
RESPONSIBLE: Ryan Leick
DEPARTMENT: Airport
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Some of the hangars at the airport have leases that end after 30 years. The city staff and legal teams have been working on a new lease. It's important that city council has a good understanding of airport leases.

RECOMMENDATION

N/A

BACKGROUND

Several airport hangar leases are reaching the end of their 30-year terms. As these long-term agreements expire, City staff and the legal team have been actively reviewing and updating the City's standard ground lease to ensure it reflects current regulatory requirements, protects the City's interests, and supports long-term airport planning.

DISCUSSION

N/A

FISCAL IMPACT

Lease, Fees, Rates and Charges have a significant impact on the future and sustainability of the airport.

CONCLUSION

This meeting is intended to train/ inform city council on the difference between non-reversionary and reversionary.

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Airport
Staff member: Travis Biggs, Airport Director
Matt Brower, City Manager
Ryan Leick, Aeroplex Group Partners
Curt Castagna, Aeroplex Group Partner

EXHIBITS

1. AP pp HCR Leasing Policy - 20251202

LEASING POLICY UPDATE

HEBER VALLEY AIRPORT

December 2, 2025



State of the Airport

Heber City has been asked to consider moving up the Airport Capital Improvement Program (ACIP) in preparation for the 2034 Winter Olympics.

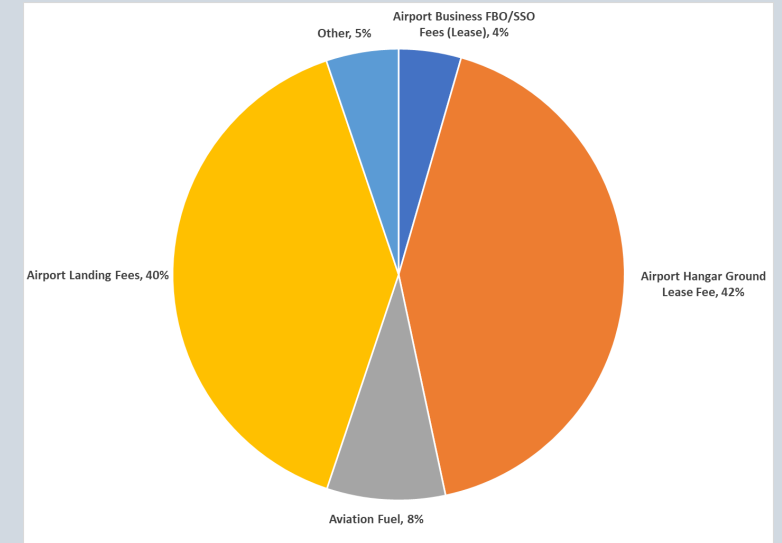
This would move forward the \$94.8* M in capital development planned through 2038 by five years, requiring the Sponsor Contribution of \$4.8* to be accelerated.

This would require increased cash flow to build up the Capital Reserved fund.

Airport Revenue is primarily from airport leases (based users) and landing fees (transient users).

The Airport currently host 77 private hangars, 7 of which the City has the right to revert upon lease expiration.

The City has tasked AGP with developing a leasing policy that will provide guidance to staff on leasing issues and private development of the airport.



Development	Type	#	Reversionary
Hangar Row	Private	31	2
Daniels Hangars	Private	32	0
Horseshoe Hangars	Private	9	0
Commercial Hangars	Commercial	5	5
TOTAL		77	7

			Base Year	Forecasted						
Fiscal Year (July 1 - June 30)		%	2024	2025	2026	2027	2028	2029	2030	
Airport Special Revenue Fund (21) Revenues										
21.3470	Airport Business FBO/SSO Fees (Lease)	4%	\$ 29,740	\$ 43,529	\$ 44,094	\$ 44,668	\$ 45,248	\$ 45,837	\$ 46,432	
21.3471	Airport Hangar Ground Lease Fee	42%	\$ 280,648	\$ 338,507	\$ 348,663	\$ 416,907	\$ 429,414	\$ 442,296	\$ 455,565	
21.3472	Aviation Fuel	8%	\$ 56,400	\$ 57,133	\$ 57,876	\$ 58,628	\$ 59,390	\$ 60,163	\$ 60,945	
21.3473	Airport Landing Fees	40%	\$ 263,844	\$ 334,092	\$ 338,436	\$ 342,835	\$ 347,292	\$ 351,807	\$ 356,380	
21.3474	Hangar Transfer Fees	2%	\$ 10,000	\$ 160,130	\$ 10,262	\$ 10,395	\$ 10,530	\$ 10,667	\$ 10,806	
21.3476	Farm Lease / Nonaeronautical Use	1%	\$ 3,400	\$ 3,444	\$ 3,489	\$ 3,534	\$ 3,580	\$ 3,627	\$ 3,674	
21.3477	Licenses	1%	\$ 9,500	\$ 12,156	\$ 12,314	\$ 12,474	\$ 12,636	\$ 12,801	\$ 12,967	
21.3610	Interest Income	1%	\$ 5,500	\$ 5,572	\$ 5,644	\$ 5,717	\$ 5,792	\$ 5,867	\$ 5,943	
21.3620	Miscellaneous Income (Fire Fighting, Gate Access Fees & Other)	1%	\$ 6,100	\$ 52,372	\$ 53,053	\$ 53,743	\$ 54,441	\$ 55,149	\$ 55,866	
	TOTAL CHARGES FOR SERVICES	100%	\$ 665,132	\$ 1,006,935	\$ 873,830	\$ 948,902	\$ 968,325	\$ 988,213	\$ 1,008,579	
21.3870	Contributions Fund Surplus		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	TOTAL OPERATING REVENUE		\$ 665,132	\$ 1,006,935	\$ 873,830	\$ 948,902	\$ 968,325	\$ 988,213	\$ 1,008,579	
Capital Improvement Fund - Airport (41) Revenues										
41.3330	Federal Grants (90.63% of Federal ACIP projects only)	90.63%	\$ 1,066,625	\$ 487,350	\$ 5,335,200	\$ 492,121	\$ 3,472,035	\$ 543,780	\$ 13,990,553	
41.3340	State Grants (4.685% of Federal ACIP and 90% of State Funded ACIP projects)	4.69%	\$ 268,978	\$ 301,725	\$ 140,400	\$ 25,440	\$ 179,482	\$ 366,510	\$ 723,223	
	TOTAL CAPITAL REVENUE	95.32%	\$ 1,335,603	\$ 789,075	\$ 5,475,600	\$ 517,560	\$ 3,651,518	\$ 910,290	\$ 14,713,777	
TOTAL OPERATING AND CAPITAL REVENUES			\$ 2,000,735	\$ 1,796,010	\$ 6,349,430	\$ 1,466,462	\$ 4,619,842	\$ 1,898,503	\$ 15,722,355	
Airport Special Revenue Fund (21) Expenditures										
	TOTAL OPERATING EXPENSES		\$ 587,205	\$ 552,044	\$ 568,605	\$ 531,027	\$ 546,958	\$ 622,768	\$ 580,268	
	OPERATING SURPLUS/DEFECIT		\$ 77,927	\$ 454,891	\$ 305,225	\$ 417,874	\$ 421,367	\$ 365,445	\$ 428,311	
Capital Improvement Fund - Airport (41) Expenses										
41.4031	Professional Services (included in ACIP below)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
41.4072	Building and Improvements (see ACIP below)		\$ 702,640	\$ 926,000	\$ 5,616,000	\$ 543,000	\$ 3,831,000	\$ 1,083,000	\$ 15,437,000	
41.4080	Capital Projects		\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
41.4074	Equipment		\$ 56,000	\$ -	\$ -	\$ -	\$ -	\$ 64,919	\$ -	
	TOTAL CAPITAL EXPENSES		\$ 1,658,640	\$ 926,000	\$ 5,616,000	\$ 543,000	\$ 3,831,000	\$ 1,147,919	\$ 15,437,000	
21.7030	Sponsor Participation of Capital Projects		\$ 323,037	\$ 136,925	\$ 140,400	\$ 25,440	\$ 179,482	\$ 237,629	\$ 723,223	
	FISCAL YEAR OPERATING SURPLUS/DEFECIT - TRANSFER TO CAPITAL FUND		\$ (245,110)	\$ 317,966	\$ 164,825	\$ 392,435	\$ 241,884	\$ 127,816	\$ (294,912)	
	Capital Improvement Fund - Airport (41) Ending Net Position		\$ (245,110)	\$ 72,856	\$ 237,681	\$ 630,116	\$ 872,001	\$ 999,816	\$ 704,904	
	Sponsor Participation of Uncompleted Projects			\$ 4,671,394	\$ 4,530,994	\$ 4,505,554	\$ 4,326,072	\$ 4,088,442	\$ 3,365,219	
	Percentage of Uncompleted Projects Funding in Reserve			2%	5%	14%	20%	24%	21%	

Airport Finance 101

Many GA airports rely on general fund subsidies to meet local match requirements when large capital projects arise and are often required to cover annual operating deficits.

- In many communities, municipal general fund contributions and public bonding are politically unpopular as the benefits of airport investment are not clearly visible to the voting public.
- Communicating the airport's value such as its support for emergency response, business retention, or community access is often met with skepticism or misunderstanding.

Sponsors are liable for 100% of operating expenses.

- Sponsors typically rely on operating revenue from aeronautical activity to offset operating expenses.
- Municipal sponsors tend to operate GA airports like other public utilities with the goal of balancing the operating budget by setting market rates based on nearby similar facilities.

As a condition of AIP, sponsors agree to comply with federal grant assurances.

Relevant Grant Assurances

#5 Preserving Rights and Powers: prohibits airport sponsors from actions that would deprive it of properly managing the airport.

#19 Operations and Maintenance: requires the airport be operated in a safe and serviceable condition at all times in accordance with minimum standards.

#22 Economic Nondiscrimination: the airport must be available for public use, on reasonable terms, and without unjust discrimination for aeronautical activities.

#23 Exclusive Rights: cannot give the exclusive right to conduct an aeronautical activity.

#24 Fee and Rental Structure: sponsors must establish a fee structure and make financial decisions with the goal of achieving self-sufficiency.

#25 Airport Revenue: must be used for the airport or within the airport system.

Revenue Diversion vs Revenue Dilution

Revenue diversion occurs when airport income is used for non-airport purposes, such as unrelated municipal programs or infrastructure projects, in violation of federal grant assurances

Revenue dilution, the failure to collect appropriate revenues or undervaluing airport assets such as ground leases, hangar rents, and land sales, also diminishes long-term self-sufficiency, essentially "losing" potential income that could have been used for airport improvements and maintenance.

The failure of an airport to make decisions in the best interest of self-sufficiency when the airport is operating at a deficit or dependent on public subsidies is problematic.

Primary Management Compliance Documents

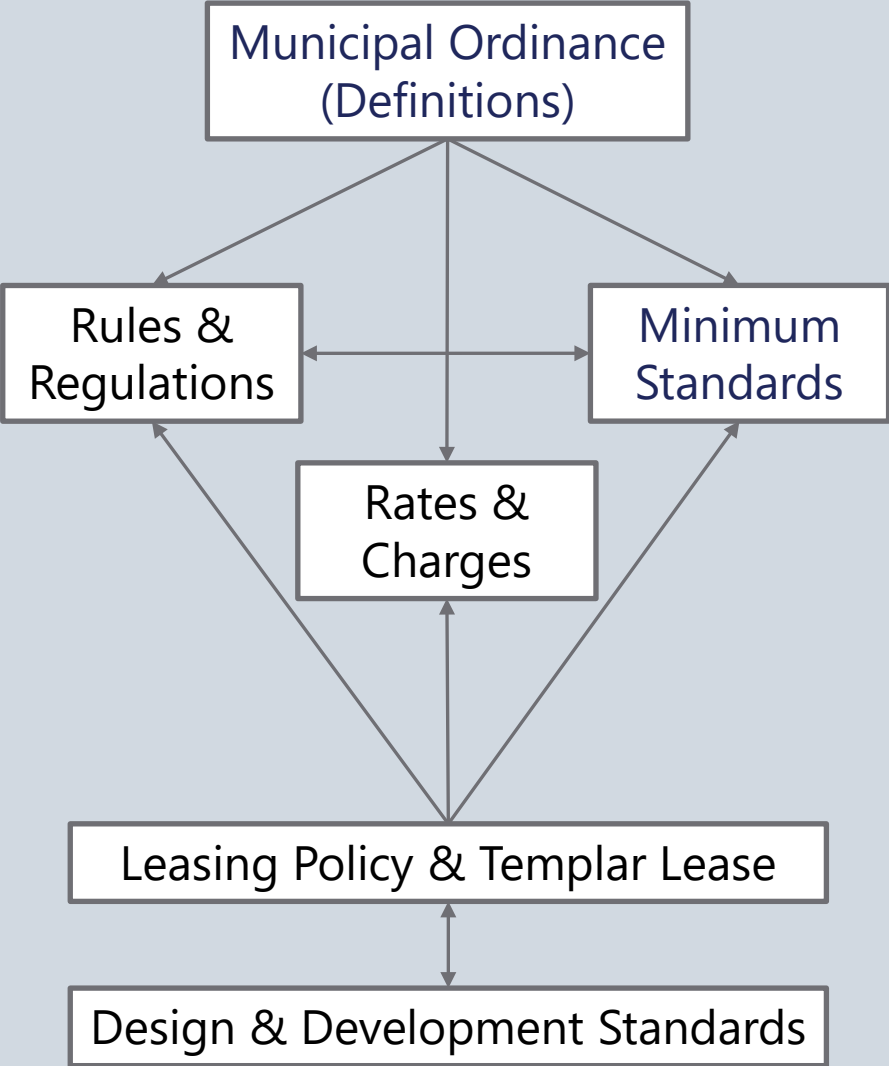
Primary Management Compliance Documents (PMCDs) serve as the formal record of whether it is meeting its federal obligations as a condition of receiving AIP funding.

Rules and Regulations ensures safe and efficient operations by all users.

Minimum Standards for Commercial Aeronautical Service Providers.

Schedule of Rates & Charges ensure fair, consistent and transparent fees.

Ground / Building Leases: establishes permitted uses, rents and term.



Airport Leasing Policy

As a key component of Primary Management Compliance Documents (PMCDs), a Leasing Policy guides City/Airport staff in the preparation, negotiation, and administration of airport leases for land and improvements.

Lease Request Process

- Unsolicited Statement of Interest (SOI)
- Public Notice Period
- Competitive Request for Proposal (RFP)
- Application form, completeness review, approval, and appeal procedures

Ground Lease Term

Ground leases are typically the largest source of aeronautical revenue at GA airports, often accounting for over half, and sometimes as high as 90 percent of revenue.

FAA Compliance Manual 5190.6B, 12.3.b.(3) states that “Most tenant ground leases of 30 to 35 years is sufficient to retire a tenant’s initial financing and provide a reasonable return for tenant’s development of major facilities.”

Aeronautical storage hangars are not a long-term investment but provide a utilitarian value during the term of the lease with no expectation of return after expiration.

Lease term should be based on a determination of the premises useful life, permit compliance, and amortization of the cost for any capital improvements to the structure.

Reversion Issues

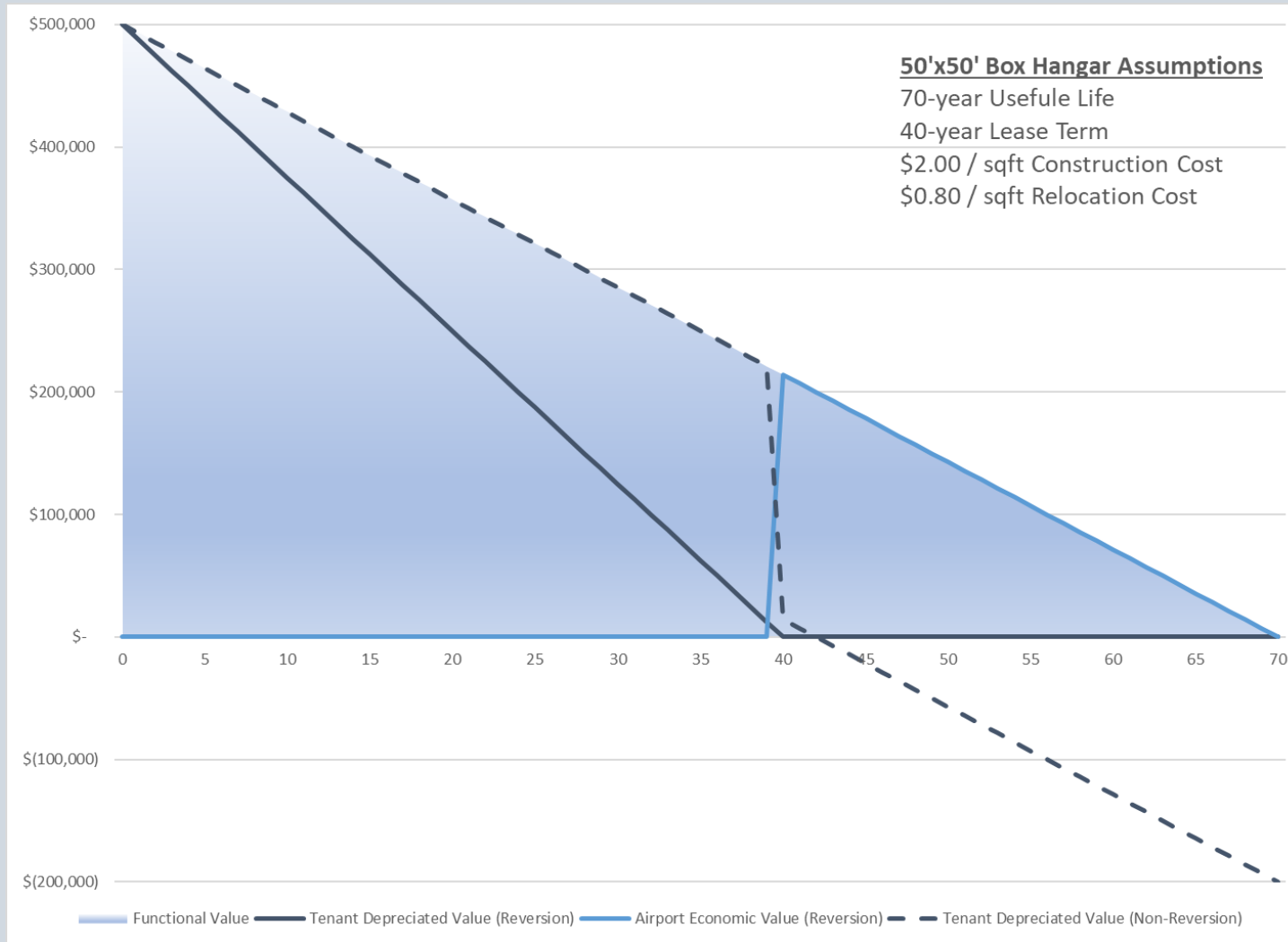
Reversion: upon expiration of the term of an agreement, the ownership of the improvements made by the lessee revert to the lessor (airport sponsor), usually at the lessor's option.

- In the alternative, the airport sponsor may require the lessee to demolish or remove improvements and return the leased premises to its original condition
- Rental structures changes from “land” to “improved” rental rate

Purpose: airport sponsor's control over development and use of property.

- Means for airport sponsor's to acquire improved facilities
- Robust future revenue stream
- Supports financial self-sustainability
- Ensures control over leasehold O&M requirements

Lease Type Economics



Reversionary leases incentivize private development with a reduced ground lease rate to accelerate depreciation of tenant improvements in exchange for the transfer of those assets at the expiration of the lease term.

In non-reversionary leases, tenants retain the depreciated value of improvements, but relocation costs typically bring the depreciate value down.

A candid reflection on FAA aircraft hangar leases and hangar reversion policy

“The AOPA position on reversion clauses in leases is that... while reversion is one acceptable way to terminate a lease, there are many approaches to terminating leases that offer alternatives more akin to a win-win situation while simultaneously ensuring that the airport continues to honor principles of self-sustainability.”

Reversionary Ground Leases



Extending or renewing reversionary ground leases without collecting incremental revenue once the initial investment has been amortized is contrary to making the airport as self-sustaining as possible.



Renewal or first right of refusal may be appropriate for tenants in good standing when improvements exceed, or commit investment to meet, a minimum Facility Condition Index (FCI).



Tenants seeking a lease extension or new lease are required to provide the airport with a FCI assessment that evaluates building structural, mechanical, electrical, and plumbing systems for age and condition as well as noncompliance with current building codes.



The Airport's right to approve sale of any private hangar on airport leased property is necessary to preserve the airports rights and powers under Grant Assurance 5. However, a non-comprehensive list of reasons for denial should be included in an airport leasing policy.

Lease Extension Models

To balance fiscal responsibility with tenant equity, some airports are exploring alternative models that extend lease terms in exchange for reinvestment.

- **Investment-for-Term:** tenants agree to make substantial capital improvements such as roof replacement, door upgrades, or code compliance in return for a defined lease extension.
- **Deferral fee** is calculated as the net present value of the hangar's fair market rental return over the proposed term extension.
- **Improved hangar rent** is a deferral fee amortized over time as improved hangar rent, layered on top of ground rent to reflect the site's enhanced value.
- **Reversion** is a necessary last resort after the good faith efforts to avoid indefinite holdover.

These models allow airports to avoid abrupt reversion while still recovering value and ensuring that aging facilities meet current standards while maintaining goodwill with tenants.

Non-Reversionary Ground Leases

Non-reversionary ground lease rate can be established from reversionary comparables by subtracting the residual hangar discount rate from the Fair Market Rental Return.

- The FCI-adjusted reversionary hangar value at lease expiration is amortized over the lease term, reflecting the remaining value at lease expiration as a price per square foot.
- Subtracting this from the Market Hangar Rent isolates the effective ground rent at the comparable airport.
- This represents the value the airport gives up under a non-reversionary lease and should be used as the basis for establishing a fair non-reversionary ground lease rate.

In cases where reversion is not an option, such as when airport tenants occupy ground for port-a-ports, a licensing agreement may be appropriate.

Next Steps

1. Draft Leasing Policy ready for review in January 2026
2. Address first right of refusal on existing leases
3. Renewal Fee for Long Term Non-Reversionary Lease Extensions
4. Explore sale versus lease of reverted hangars (Commercial Hangars B, C, and D)
5. Develop financial pro forma of City-constructed hangars

THANK YOU

ANY QUESTIONS?





Heber City Council Staff Report

MEETING DATE: 12/2/2025
SUBJECT: Curt Magleby with Flex Read Homes Presentation for Potential Development at 895 South 1200 West
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Curt Magleby has an affordable housing concept to present to Council. The proposal involves a unique approach to modular housing construction of detached single-family dwellings that can help deliver lower-cost housing. Mr. Magleby is seeking comments from Council on this approach to developing affordable housing prior to submitting an application for a rezone from RA-2 Residential Agriculture to R-3 Residential with the Clustered Open Space Overlay Zone (COSZ) and a development agreement.

Policy question include:

1. Does Council support the applicant pursuing a zone change/development agreement process?
2. What issues would the Council like the applicant to address in the process?
3. Is Council comfortable with the proposed density and the location its proposed in?
4. Are there considerations the Council would seek in a development agreement, due to the proposed density, such as additional affordable housing requirements?

RECOMMENDATION

Staff is seeking feedback on a potential application for a zone change/development agreement. Staff recommends the development include key affordable housing objectives, the developer consider state financing tools, and the concept include buffering of the development along the southern and western boundaries with fencing, berms, landscaping and architectural treatments.

BACKGROUND

The proposed site is made up of Two parcels. The 2.83 acre property is currently owned by George Bennett. The .55 acres parcel is owned by Arrow Holdings LLC. Mr. Bennett has appeared before Council and has had concepts involving senior housing (independent living apartments) and a campus for the disabled. The property is currently located within the RA-2 Residential Agriculture Zone, which requires 100 feet of frontage and 20,000 square feet per lot. Up until recently, the RA-2 Zone permitted rest homes, which is how the neighboring assisted living was entitled and is also how

the independent living apartments were to be approved per the rest home permitted use. The RA-2 Zone was updated a couple of years ago and no longer permits rest homes. Mr. Bennett appeared before Council a couple of years ago to request a development agreement to develop a campus for the disabled, but did not pursue the development as he has been busy constructing a four-plex near the City's Trailhead Plaza in the downtown.

The RA-2 Zone is not conducive to development of the parcel based on the lot size requirements. The surrounding properties are located within the R-1 Residential Zone which requires 100 feet of frontage and 10,000 square feet per lot. Current Zoning of the property would likely permit up to 6 dwellings on the property.

The proposed development contains 33 detached single-family dwellings, at a density of 9.7 units per acre. The General Plan identifies the area as MDR, Medium Density Residential, primarily with single-family residential uses at 3 to 6 units per acre. The Moderate Income Housing Element of the General Plan also recommends the City: 1) consider areas for mixed-use housing and mixed housing types, especially adjacent to the downtown and in emerging centers; and 2) create a mixed housing type cluster subdivision ordinance.

The housing within the proposed development is proposed to be market rate affordable units. That means the developer would sell housing units at market rate without deed restrictions. The starting prices would be affordable to those earning 80% to 120% AMI. The housing can be sold at this lower rate due to the design and construction techniques. Though there would not be deed restrictions limiting sales price, there would be restrictive covenants that prohibit short term rentals with a limit to the size of dwellings. A 3D, to scale, development concept is available online at <https://youtu.be/VWFHl8o3r-E>

DISCUSSION

The proposed rezone would entail the R-3 Residential Zone and the Clustered Open Space Zone (COSZ). The COSZ Zone was adopted in 2007 to accommodate the Ranch Landing Community at 1200 South and 500 East. It was also used to accommodate the Villages on 12th Community at 700 East 1200 South, the Parkview Place Community at 1200 West 850 South and Kimball Villas at 700 South 1200 West. The COSZ requires, in summary, a 10 acre minimum project size, 12 units per acre max, a 30 foot perimeter setback and 42 foot height limit. It permits uses such as single family, townhomes, apartments and condominiums. This particular project would need a development agreement to address the particulars of this property, such as being smaller than 10 acres and an affordable housing agreement.

The property is located across the street from a public park in Parkview Place, in a location conducive to affordable housing. The surrounding area contains other affordable housing developments, including Parkview Place to the west and Kimball Villas and Meadows at Southfield to the northwest. Given the need for a zone change, there is an opportunity for the City to negotiate with the developer for needed affordable housing.

The property is surrounded by existing detached single family dwellings. Given the need for a zone change, there will be a public hearing with the Planning Commission and an opportunity for neighbors to be involved in a public process.

FISCAL IMPACT

N/A

CONCLUSION

The proposed housing development has the potential for delivering much needed affordable housing for the community.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Southfield Vicinity Map
2. Housing Concept
3. Housing Concept Elevations
4. Zoning Map
5. COSZ Zone
6. RA2 Zone
7. PP Flex Ready Homes

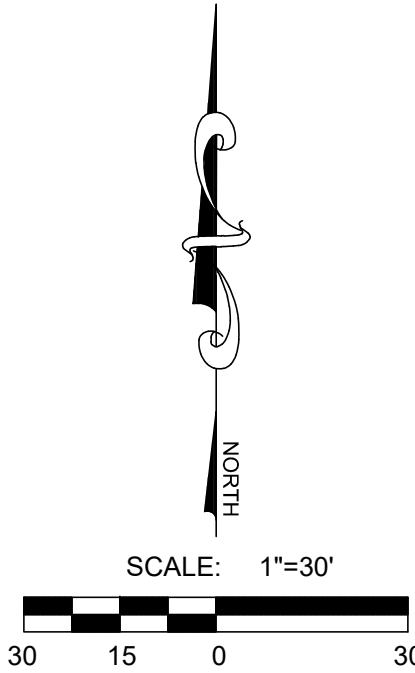
Vicinity Map





CIVIL
STRUCTURAL
SURVEY

3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com



NOT FOR
CONSTRUCTION

MY MOUNTAIN HOME LOT 1
HEBER CITY, UTAH
CONCEPT PLAN

REVISIONS	
1	-
2	-
3	-
4	-
5	-
6	-

LEI PROJECT #:
2025-0000
DRAWN BY:
BLS/CAA/MJV
DESIGNED BY:
GDM
SCALE:
1"=30'
DATE:
10/08/2025

SHEET

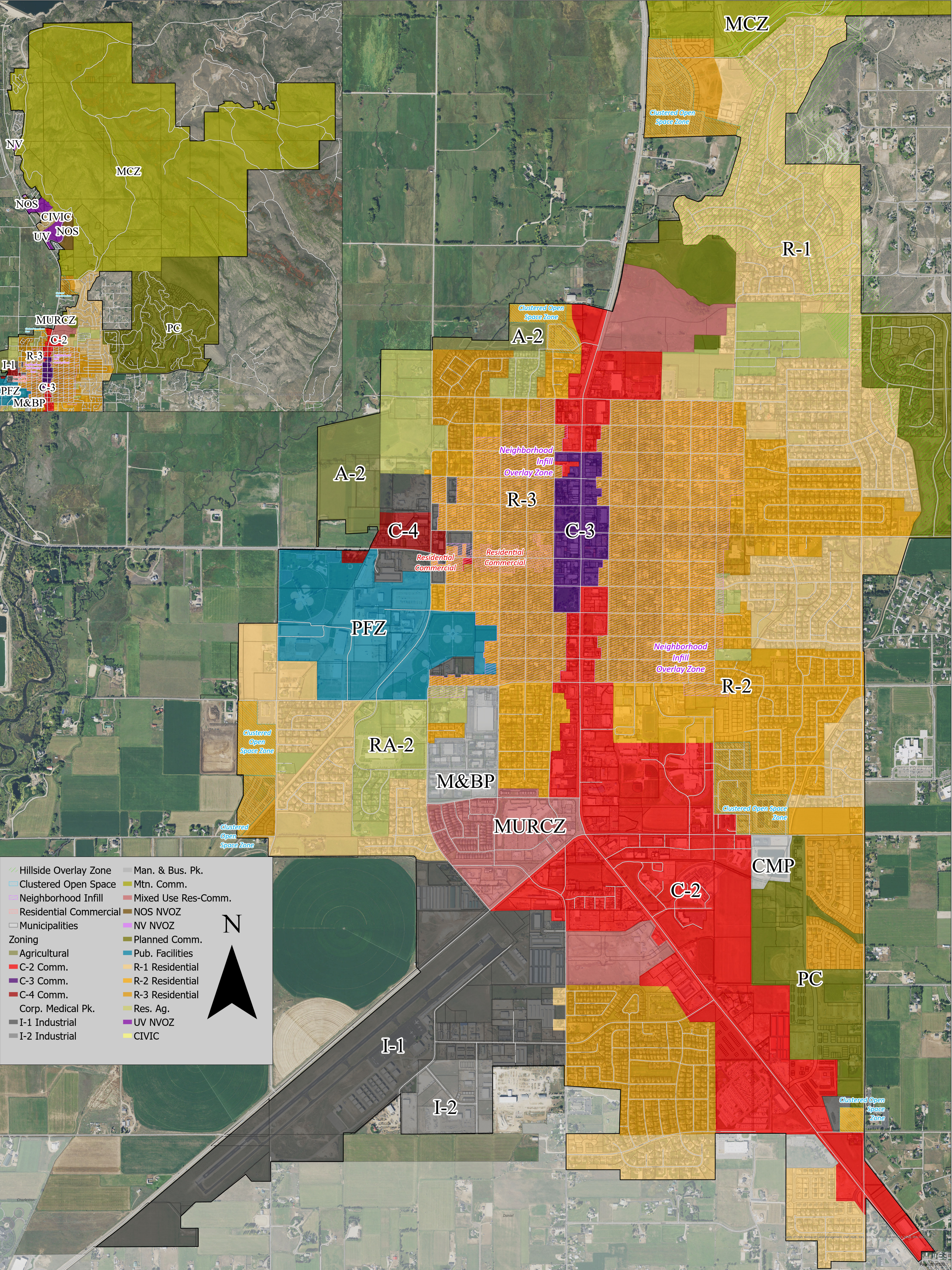
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ADDITIONAL TABULATIONS	
LANDSCAPE AREA:	29,343 SF/0.67 ACRES
ROAD CENTERLINE :	1,445 LFT
ASPHALT AREA:	3,335 SF/0.77 ACRES
CURB & GUTTER:	2,782 LFT
PARKING AREA:	5610 SF
EXTERIOR FENCELINE:	1,462 LFT

TABULATIONS	
AREA:	3.44 ACRE
UNIT COUNT:	33
DENSITY:	9.59
FLEXGARAGE:	33
ONSITE PARKING:	3 PER UNIT
SHARED PARKING:	33
TOTAL STALLS:	4 PER UNIT
ROAD LENGTH:	1419 LFT





Hillside Overlay Zone

Clusters Open Space

Neighborhood Infill

Residential Commercial

Municipalities

Zoning

Agricultural

C-2 Comm.

C-3 Comm.

C-4 Comm.

Corp. Medical Pk.

I-1 Industrial

I-2 Industrial

Man. & Bus. Pk.

Mtn. Comm.

Mixed Use Res-Comm.

NOS NVOZ

NV NVOZ

Planned Comm.

Pub. Facilities

R-1 Residential

R-2 Residential

R-3 Residential

Res. Ag.

UV NVOZ

CIVIC

N

City of Charlotte, Department of Planning, Planning and Research, 100 South Tryon Street, Suite 1000, Charlotte, NC 28202
Page 28 of 32

18.22 Clustered Open Space Zone (COSZ)

18.22.005 Preamble

18.22.010 COSZ Definition

18.22.020 Purpose

18.22.030 Definitions

18.22.040 Approval Process

18.22.050 Project Density

18.22.060 Permitted Uses

18.22.070 Standards And Requirements

18.22.080 Exceptions To COSZ Standards For Highway Bypass Right Of Way

18.22.090 Senior Housing

18.22.005 Preamble

The intent of this section is to provide regulations that will further the objectives of the General Plan relating to residential developments. It is the intent to achieve an excellent balance between open space and clustering of buildings, harmony between new development and the surrounding area, longer life expectancy for buildings, superior maintenance and appearance of the landscaping and building and an overall project open space atmosphere that concurs with goals for a more attractive City. These regulations are intended to create residential development which offers a better living environment with open space, trails, amenities (with no fences) and maintenance of all the grounds which provides enhanced value to the surrounding community. Upon approval of a Clustered Open Space Zone (hereinafter referred to as an "COSZ"), the approved site plan shall then constitute the zoning restrictions and regulations of the zoning district as applied to the territory shown on the plan.

HISTORY

Adopted by Ord. [2007-07](#) on 2/1/2007

18.22.010 COSZ Definition

The COSZ is an overlay Zone, which may upon petition, and review and approval of the City Council, come into existence to overlay a specific portion of an existing R-2 or R-3 zoned area.

HISTORY

Adopted by Ord. [2007-07](#) on 2/1/2007

18.22.020 Purpose

It is the intention of this Section to require the developer to demonstrate by the materials and plans submitted for approval that the objectives and goals of the General Plan have been enhanced. If this cannot be shown, approval of the clustered open space plan allowed through the use of these regulations shall not be given.

HISTORY

Adopted by Ord. [2007-07](#) on 2/1/2007

18.22.030 Definitions

1. Open Space shall mean "a parcel or area of land or water within a development essentially unimproved or set aside, dedicated, designated or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space."

2. Common area shall mean “land within or related to a development, not individually owned or dedicated for public use, which is designed and intended for the common use or enjoyment of the residents of the development and may include such complementary structures and improvements as are necessary and appropriate.”
3. Convenience center shall mean “a retail building with less than 2,000 square feet of gross floor area, developed primarily for the use of the residents of the COSZ development, but shall not include the sale of fuel.

HISTORY

Adopted by Ord. [2007-07](#) on 2/1/2007

18.22.040 Approval Process

1. All developments within the COSZ shall be approved by the Land Use Authority as outlined in Chapter 17.16.
2. Pre-application conference with staff member. Any person wishing to construct an COSZ shall meet with a staff member, check and review the zone information, obtain application and review procedures, obtain information from the City regarding the City's plan of land use, streets, water, sewer, traffic, trails and parks, and public facilities; and have discussion about public participation meetings and other requirements affecting the land to be developed. The developer shall then prepare plans and seek approval based on the information received and the process outlined below.
3. Master Plan. The purpose of the Master Plan Review is to establish general feasibility and clearly define major elements of the development early in the planning process. The Master Plan procedure does not insure or provide approval of the development. It is however an important preparation, review and educational component of the overall approval process. While more flexible in nature than the subsequent steps of Preliminary and Final Approvals, the Master Plan still needs to be carefully prepared and thoroughly reviewed to be useful. As part of the Master Plan, the developer shall submit:
 1. An application for development.
 2. A written description of how the development will comply with and promote Heber City's Vision and Clustered Open Space Zone.
 3. A description of the type of development and project name.
 4. A plan which shows a simple concept of the major features of the development including roads in relation to existing conditions and developments within one-fourth (1/4) of a mile of the outside boundaries of the development. Handwritten plans will not be accepted. The Concept Plan shall be submitted on two (2) full-size, 24" x 36" copies, and twenty (20) 11"x 17" copies of the Concept Plan shall be submitted to the Planning Commission.
 5. Title ownership information and a current Preliminary Title Report. If the applicant is not the owner listed on the Preliminary Title report a written consent to the application signed by the title holder must be provided.
 6. Lot or unit pattern and size(s).
 7. Number of lots or units and conformance with the zone.
 8. The types of buildings in the project by use and the architectural elevations and style.
 9. Any plans for common area.
 10. Any plans for common amenities.
 11. Any public dedication proposals.
 12. Conceptual Landscape Plan.
 13. Any open space provisions including the following information:
 1. Location.
 2. General size. (Meeting a 50% minimum open space requirement)
 3. Description of how the open space plan conforms to the standards for open space.
 4. Any off-site open space trading provisions as allowed by this Ordinance shall be taken to the City Council for approval before applying for preliminary plan approval.
 14. The trails proposed within the project.
 15. A topographic map that is suitable for electronic mapping analysis.
 16. With regard to any issues involving “Sensitive Lands”;

1. Topographic information related to such issues involving the project. 2. Information to identify potential sensitive land issues and a plan for how to address these issues. 3. Information regarding potential wildlife issues with the project, and surrounding area which might be impacted.

17. A summary of the water rights status for the proposed project detailing how much is owned now versus how much is estimated to be needed to complete the project and service the development.

18. Letter of submittal for the concept plans to the Heber Valley Fire Special Service District that transmits the plans to them.

4. Preliminary Plan. After review of the Master Plan, the developer shall prepare a preliminary plan and shall submit two (2) copies of the plan on 24" X 36" sheets and twenty (20) copies of the plan on 11" X 17" size paper to the Planning Commission for its review. The purpose of the Preliminary Plan is to demonstrate how the proposed development plan will be able to meet the standards required under the Zoning Ordinance and other applicable law or regulation after considering the issues and recommendations found during the concept review phase. While the preliminary plan is not expected to contain construction drawings, it is expected that the preliminary plan will demonstrate compliance with this code. The preliminary plan shall contain the following information (if any of the following information is satisfied by the information submitted during the concept plan review, that same information must be included again with the preliminary plan):

1. Description of how the development will implement Heber City's Vision. 2. Type of development. 3. Name of development. 4. Applicant entity's name, primary contact name, civil engineer, architect, designer and attorney, with respective contact addresses, phone numbers, fax numbers, and email addresses for each. 5. Legal description with recorded section coordinates tie. 6. Zone boundaries and designations. 7. North point and a scale consistent with a scale that is on a standard engineering scale ruler. 8. A statement that lists the issues discussed during the Concept Review and reconciles those issues with the Preliminary Application being submitted at this time. 9. A site plan showing location of all buildings, building pads, lots or structures, the elevation view of all structures accompanied by estimates of cost to purchase or rent, including a description of building materials to be used in the construction of all units. 10. Dimensioned side, rear and front yards, including the required side, rear and front set backs pursuant to City Ordinances and Requirements. 11. Location and description of all recreational and open space areas and facilities. 12. Topography shown by contours at no greater interval than two (2) feet except that a greater interval may be permitted when the property is outside the survey boundary if specifically authorized by the Planning Commission. 13. The outside boundary of the project. 14. Tabulation of land use, including:

1. Total area, open space, building area, and dedicated streets; 2. Drives and parking (all the above shown in acreage and percentage); 3. Number of units and project density; 4. Types of units by number of bedrooms, where applicable; and 5. Parking spaces (covered and uncovered), where applicable.

15. Identify who will hold title for any open space and open space easements at the conclusion of Development. 16. Adjacent property owners, including their respective mailing and physical addresses and telephone numbers. 17. Proposed circulation pattern including, private and public streets and sidewalks. 18. Typical street or roadway cross sections. 19. A detailed statement and illustration of how the project will mitigate "Sensitive Lands" identified in the Concept Phase. 20. Existing and proposed easements, waterways, utility lines, canals and ditches, with

specifications of ownership, and disclosures of who is responsible for, and how such will be maintained. This information shall include verification of compliance with all local, state and federal regulations with regard to said easements, waterways, utility lines, canals and ditches. 21. A plan for accommodating trails, waterways, ditches and canals. 22. Proposed and existing sewage disposal facilities. 23. Existing and proposed storm drain system with the related run-off calculations for the development site including routing the runoff water that leaves the site to a City storm drain or natural drainage approved by the City to accept the water. 24. Existing and proposed water system indicating size of water lines and fire hydrant locations. Indications as to the capacity of the water system as it relates to the project when required. 25. More detailed (than concept) landscape plan indicating areas of landscaping and irrigation and the various types of landscape materials. 26. A noxious weed control plan. 27. Letter of intent signed by the applicant stating the following information when applicable:

1. Design theme of project 2. List of common area amenities 3. Time schedule for completing common area amenities

28. Any other information City staff or the Planning Commission may determine necessary relating to the particular site of the proposed project. 29. Evidence of sending an 11" x 17" copy of preliminary plan to QWest, Questar Gas, Heber Light & Power, ComCast (Cable Company), Heber Valley Fire Protection Special Service District, and Wasatch County Solid Waste Disposal District. 30. An updated preliminary title report as of the date of the Preliminary application. 31. A list of the documentation that will be required at Final Approval to implement the plans for the development and keep it maintained after approval.

5. Final Approval. The developer shall submit final development plans to the City. Said plans shall conform to all City Engineering and Title 17 Subdivision standards and requirements of the Heber City Municipal Code.

HISTORY

Adopted by Ord. [2007-07](#) on 2/1/2007

Amended by Ord. [2021-19](#) on 9/21/2021

18.22.050 Project Density

The permitted base densities allowed in a COSZ for each zoning district are listed below:

1. R-2 Zone: 5 units per acre; 8 units per acre for development on less than 10 acres that have buildings that do not exceed 1 story.
2. R-3 Zone: 12 units per acre

HISTORY

Adopted by Ord. [2007-07](#) on 2/1/2007

Amended by Ord. [2018-25](#) on 6/7/2018

18.22.060 Permitted Uses

1. The principal use permitted in the COSZ is the residential living unit. Other uses may be permitted where it can be shown they are accessory to the residential project. All uses permitted in the COSZ shall require Planning Commission review and City Council approval and be identified on the site plan and mentioned and approved as part of the application process. Uses not approved specifically by the City Council are prohibited.
2. Where the size, location and scope of a proposed COSZ are such that a convenience center would add to the convenience of the people living in the development, the Planning Commission may recommend and the City Council may authorize the construction of such a convenience center when the size of the project so

justifies. The convenience center may only be constructed after the residential units have been completed

3. The acreage of the project used to determine density shall be decreased by the amount of property used for the convenience center and its associated parking.

HISTORY

Adopted by Ord. [2007-07](#) on 2/1/2007

18.22.070 Standards And Requirements

The following standards, requirements and conditions shall apply to all COSZ's:

1. The project must be prepared by a design team composed of at least a civil engineer, an architect and an attorney, all of whom must be licensed to practice in the State of Utah.
2. All dwelling units shall be served by a public sewer and a City-approved water supply. All utilities within the COSZ shall be placed underground, including telephone, power and television. Except for sewer, all dwelling units shall have separate utility connections and metering.
3. During the development stage, the real property and parcel proposed for a COSZ shall be titled with one owner to provide for full supervision and control of said development and to insure conformance with these provisions and all other conditions required by the City Council upon the preliminary and final development plans. The Planning Commission shall review all such conformance and condition requirements and shall make recommendations with regard thereto to the City Council.
4. In the event that the land contained within a development is traversed by a proposed collector or arterial street, the development shall be designed in accordance therewith and the right-of-way across the development for said collector or arterial streets shall be dedicated to the public with improvements.
5. All areas not covered by buildings, parking, streets or drives shall be planted with grass, trees, shrubs or other plant materials as approved by the Planning Commission in the submittal of the final landscape plan. Areas may be allowed to be left in a natural state or xeriscaped, if the Planning Commission and City Council finds this more desirable than traditional landscaping; also, a permanent sprinkler system shall be installed in all landscaped areas to provide irrigation of planted areas.
6. The minimum land area for a COSZ shall be ten (10) acres with the following exemptions:
 1. For developments that have buildings that do not exceed 1 story and do not meet the criteria as set forth in item 2; the minimum land area shall be at least 4 acres.
 2. A lot can be developed in the COSZ on a parcel that is less than 10 acres, provided the following standards are met:
 1. The parcel shall be at least 1 acre in size;
 2. The parcel shall be surrounded by other parcels that are zoned COSZ and be constrained to no other access option except through other COSZ zoned properties;
 3. The parcel shall access a publicly dedicated street.
 4. The parcel shall meet all other requirements of the COSZ.
7. With the following exceptions, dwelling and permitted structures may be located as recommended by the Planning Commission and approved by the City Council in the final development plans. Buildings should be arranged as to best comply with the intent of this Ordinance. These exceptions shall be considered, as minimum requires as they apply:

1. Set-backs along the peripheral property lines of the COSZ shall be a minimum of thirty (30) feet. For safety reasons, buildings may be required to be set back further from recreational areas, such as golf courses, ball fields, etc.
 1. Where a development contains multiple zones, including the COSZ, and a peripheral property line of the COSZ is internal to the same development as the adjacent zone, the setback shall be 15', unless reduced by the City Council.
8. Not less than fifty (50) percent of the area of the COSZ shall be retained in permanent open space, parks and playgrounds. For developments that have less than 10 acres with buildings that do not exceed 1 story, the minimum open space requirement shall be at least thirty (30) percent. Land proposed to be devoted to vehicular streets or roads, parking, and drives shall not be included in the computation of open space. Uncovered recreational facilities such as football fields, baseball diamonds, and playgrounds will be allowed in the open space requirements. Entry features such as roundabouts, median planter strips, fountains, etc. may count as open space if the design of such features is approved by the Planning Commission and City Council. To the greatest extent possible, open space areas shall be placed so as to be visible from both inside and outside the COSZ. Open space shall be either appropriately and attractively landscaped or actively used for agricultural purposes. An acceptable landscaping plan, including a noxious weed plan, must be submitted before preliminary approval of the subdivision and complied with thereafter. COSZ's shall be required to either (1) deed to each owner in the COSZ an undivided ownership interest in the open space contained within the COSZ and form a homeowners association which shall be responsible for maintaining such open space according to Covenants, Conditions and Restrictions recorded with the plat or (2) place the open space in a perpetual conservation easement granted to an established conservation organization. If the open space is placed in a conservation easement, a maintenance agreement shall be entered into with the conservation organization to guarantee proper maintenance of the open space.
9. All parking spaces, parking areas and driveways must be hard-surfaced and properly drained with no drainage running across public or private sidewalks.
10. The developer shall install all public improvements on-site and off-site as identified by the Planning Commission and City Council.
11. All street construction improvements in COSZ's shall be constructed in accordance with public street construction widths and cross-section standards, and City standards. Such construction shall be subject to the approval of the City Engineer.
12. All parking areas shall be screened from public view when reasonably and practicable to do so with berms and landscaped features.
13. The project shall connect any trails shown on the City Trails Master Plan for the area.
14. When it is necessary in order to implement the intent of this Section, the Planning Commission may recommend to the City Council specific development standards in excess of the minimums identified herein. The City Council may impose specific development standards in excess of the minimums identified herein. The City Council shall not be restricted to consider only those standards recommended by the Planning Commission, but shall have the authority to impose all such development standards in excess of the minimums identified herein that the Council feels are reasonable and justifiable. Gated communities shall not be permitted.

15. No building shall exceed 42 feet in height, measured from finished top back of curb to the highest point of the building, excluding chimneys and antenna. For COSZ developments in the R-2 Zone with less than 10 acres, no building shall exceed 1 story.

HISTORY

Adopted by Ord. [2007-07](#) on 2/1/2007

Amended by Ord. [2017-13](#) on 4/20/2017

Amended by Ord. [2018-25](#) on 6/7/2018

Amended by Ord. [2018-53](#) Amending Size Restriction Requirement on 10/1/2019

Amended by Ord. [2020-38](#) Amending Highway Bypass Right of Way Setback in COSZ Zone. on 9/15/2020

18.22.080 Exceptions To COSZ Standards For Highway Bypass Right Of Way

The City Council may, upon recommendation from the Planning Commission, make the following exceptions to the requirements of the COSZ, upon finding the exceptions are necessary to accommodate the alignment and standards established for the bypass.

1. Reduction to the required open space requirements from 50 percent minimum to 40 percent minimum;
2. Reduction by 15 feet to the required perimeter setbacks for areas that don't front along a public street;
3. Reduction to the required front setback of the underlying zone from 30 feet to 15 feet; however, any public street facing garage shall be setback at least 30 feet from any public street;
4. Exception to the maximum cul-de-sac length from 850 feet to 1320 feet;
5. Exception to the minimum area requirement for a COSZ development from 10 acre minimum to 9 acre minimum; and/or
6. Density be calculated based upon the gross land area that includes the right of way dedication.

HISTORY

Adopted by Ord. [2017-05](#) on 1/19/2017

Amended by Ord. [2020-38](#) Amending Highway Bypass Right of Way in COSZ zone. on 9/15/2020

18.22.090 Senior Housing

The city may grant exceptions to the COSZ standards as follows for a Senior Housing development in the COSZ Zone, provided the following conditions are met.

1. Underlying Zone. The underlying zone must be R-3 Residential.
2. Density. The density of Senior Housing units shall not exceed 30 units per acre.
3. Proximity. The proposed senior housing must be:
 1. Contiguous to and part of a larger master planned COSZ development meeting the requirements of the COSZ Zone, including availability of those open space amenities to the senior residents; and
 2. Located within ¼ mile of the following facilities as measured from the nearest property line of the facility to the nearest property line of the proposed Senior Housing:
 1. Hospital;
 2. Senior Citizen Center;
 3. Assisted Living or Skilled Nursing Facility;
 4. A Commercially Zoned area; and
 5. Other public facility such as a park, school or library.

4. Parking. The minimum parking ratio may be reduced to 1.5 stalls per Senior Housing residential unit.
5. Seniors. The housing must be targeted towards those aged 55 and older.
6. Unit Size. Each Senior Housing unit shall not exceed two (2) bedrooms per unit and no more than 1,000 square feet.
7. ADA Accessibility. At least 50% of the units must be ADA accessible.
8. Open Space. The minimum 50% open space requirement of the COSZ may be reduced to 25% minimum within the Senior Housing portion of the development.

HISTORY

Adopted by Ord. [2017-13](#) on 4/20/2017

18.24 Agricultural Zones

18.24.010 Purpose And Objectives

18.24.020 Application Requirements

18.24.030 Permitted And Conditional Uses

18.24.040 Area, Width, Height And Setback Requirements

18.24.050 Related Provisions

18.24.010 Purpose And Objectives

A. The A-2 agricultural zone has been established for the primary purpose of providing a location where the cultivation of crops and the raising and keeping of livestock and related uses can be carried on and where such uses can be protected and encouraged. While dwellings and certain other uses not related to agriculture are permitted, such development is not encouraged in the A-2 agricultural zone because of the conflict which occurs between farm and non-farm uses. For this reason, owners or developers of land should bear in mind that primacy is given in this zone to agriculture and livestock raising and any development should be undertaken in recognition thereof.

B. The RA-1 zone is established to: provide a zoning district where residential dwellings may be constructed in keeping with agricultural uses and to encourage a zoning district where residents can have farm animals in reasonable numbers and conduct agricultural activities.

C. The RA-2 Residential-agricultural Zone has been established for the primary purpose of providing a location where residential development associated with limited numbers of livestock can be maintained. This Zone is characterized by large lots or tracts of land interspersed with single family detached dwellings, barns, corrals and agricultural service buildings used in connection with farming operations. While the zone is thus characterized, it is intended that the land within this zone shall be further developed into a residential environment exclusive of animals and fowl. Builders and developers of property should bear in mind, therefore, that privacy is given in this zone to residential development and that the raising of animals and fowl will likely be curtailed as residential development takes place.

HISTORY

Adopted by Ord. [199](#) §02.0902.01 (part) on 11/6/1973

Amended by Ord. [2022-18](#) on 7/5/2022

18.24.020 Application Requirements

All permitted and conditional uses are required to submit a site plan as part of an application that is available online and at the City offices.

HISTORY

Adopted by Ord. [199](#) §02.0902.01(part) on 11/6/1973

Amended by Ord. [202](#) §2 on 3/19/1974

Amended by Ord. [89-10](#) on 12/7/1989

Amended by Ord. [94-12](#) on 8/18/1994

Amended by Ord. [98-03](#) on 3/5/1998

Amended by Ord. [2000-01](#) on 1/6/2000

Amended by Ord. [2004-13](#) on 6/17/2004

Amended by Ord. [2021-25](#) Amending Parking, Small Subdivisions, Powers and Duties of Boards

and Commissions etc. on 7/20/2021
Amended by Ord. [2022-18](#) on 7/5/2022

18.24.030 Permitted And Conditional Uses

In order to accomplish the objectives and purposes of this chapter, the following regulations shall apply to the residential zones:

A. Table of Land Use Regulations.

P = PERMITTED USE (P) A site plan application is required with staff processing. Site plan applications are approved, when and if they meet the ordinance standards. C = PLANNING COMMISSION CONDITIONAL USE REVIEW (C). A site plan application with Planning Commission review is required.

B. If a use is not specifically designated below, then it is prohibited.

C. All uses listed in the use table and that require a building permit shall also require a site plan application.

PERMITTED USE TABLE

LAND USE ZONES	A-2	RA-1	RA-2	LIMITATIONS
Agriculture	P	P	P	
Animals. The raising, care and keeping of animals and fowl in unlimited numbers, except for hogs and feed lots	P	P	P	Animals shall be allowed on a point system in the RA-1 and RA-2. Each one-acre acre shall be allotted 50 points. Animals being kept will be given points as follows: 1. Large animals such as horses, cows, llamas, pigs, or ostriches, but no more than 5 pigs shall be permitted for each parcel of property--20 points per animal. 2. Medium animals such as sheep or goats, but not including pigs-10 points per animal. 3. Small animals such as chickens, geese, rabbits, pheasants or pigeons, but not including pigs-2 points.
Accessory Agricultural Buildings and Machinery	P	P	P	
Vegetable and fruit packing and processing plants, farm machinery storage yards, plant nurseries and animal hospitals, dairies	C	C	C	Dairies may include on- site sales of related products.

Dwelling, Single-Family Detached and accessory buildings, including swimming pools	P	P	P	
Accessory Dwelling Units	P	P	P	As regulated by Section 18.68.611
Boarding houses and rooming houses	C	C	C	
Bed & Breakfasts Inns		P	P	As regulated by Section 18.108.034
Group Homes protected under Federal Fair Housing Act	P	P	P	As regulated by Section 18.68.601
Temporary buildings and yards for the storage of construction materials and equipment incidental that are accessory to construction of uses otherwise permitted in the zone	P	P	P	A permit shall be valid for not more than one year and shall not be renewable for more than two successive periods of time at the same location.
Home Occupations	P	P	P	As regulated by Section 18.68.609
In-Home Daycare/Pre-School, nursery	P	P	P	As regulated by Section 18.86
Public parks and playgrounds, arboretums, hunting and fishing reserves, 10 acre and larger golf courses, wildlife sanctuaries and arboretums;	P	P	P	
Public buildings such as fire and police protection, libraries, community buildings	P	P	P	
Riding academies, beehives and fisheries	P	P	P	
Kennels	P			
Veterinary and animal hospitals	P	P	P	No outside runs in RA-1 and RA-2
Water reservoirs, ponds, dams, water pumping plants and pipelines, water facilities, public utility buildings and structures (except power plants), flood control	P	P	P	

structures, transmission lines, substations				
Schools, and religious institutions, cemeteries	P	P	P	
Utility Transmission Lines	C			
Substation	C	C	C	
Above ground gas distribution structures > 200 square feet	C			
Signs	P	P	P	As regulated by Chapter 18.104

HISTORY

Adopted by Ord. [199](#) §02.0902.03 on 11/6/1973

Amended by Ord. [98-03](#) on 3/5/1998

Amended by Ord. [2000-01](#) on 1/6/2000

Amended by Ord. [2022-18](#) on 7/5/2022

[18.24.040 Area, Width, Height And Setback Requirements](#)

Height shall be measured as defined in Supplementary and Qualifying Chapter, 18.68.

LOT STANDARDS TABLE

ZONE	MIN. AREA	MIN WIDTH AND DEPTH	SETBACK	ACCESSORY BUILDINGS	HEIGHT
A-2	20 acres	330'	Front: 30' from ROW Side: 10'/30' side setback for a corner lot Rear: 30' From other main buildings: 12' Exceptions: For dwellings having an attached garage or carport, the setback shall not be less than 20'. Attached front yard alfresco porches shall be allowed to extend	As regulated by Section 18.68.060	40' Max. main bldg. Min 12' As regulated by Section 18.68.130 barn and greenhouse regulations for locations. Height shall not exceed 45'

			10' into the front yard setback.		
RA-1	1 acre	200'	Front: 30' from ROW or 60 from street centerline Side: 10'/30' side setback for a corner lot Rear: 30' From other main buildings: 12' Exceptions: For dwellings having an attached garage or carport, the setback shall not be less than 20'. Attached front yard alfresco porches shall be allowed to extend 10' into the front yard setback.	As regulated by Section 18.68.060	40' Max. main bldg. Min 12' As regulated by Section 18.68.130 barn and greenhouse regulations for locations. Height shall not exceed 45'
RA-2	20,000 square feet	100'	Front: 30' from ROW or 60 from street centerline. Side: 10'/ 30' side setback for a corner lot. Rear: 30' From other main buildings: 12' Exceptions: For dwellings having an attached garage or carport, the setback shall not be less than 20'. Attached front yard alfresco porches shall be allowed to extend 10' into the front yard setback	As regulated by Section 18.68.060	40' Max. main bldg. Min 12' As regulated by Section 18.68.130 barn and greenhouse regulations for locations. Height shall not exceed 45'

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HISTORY

Adopted by Ord. [199](#) §02.0902.04 on 11/6/1973

Amended by Ord. [98-03](#) on 3/5/1998

Amended by Ord. [2000-01](#) on 1/6/2000

Amended by Ord. [2022-18](#) on 7/5/2022

18.24.050 Related Provisions

• Administration • Definitions • Conditional Use Permits • Off Street Parking and Loading Chapter • Sign Regulations • Lighting • Enforcement • Subdivisions

HISTORY

Adopted by Ord. [199](#) §02.0902.05 on 11/6/1973

Amended by Ord. [90-04](#) on 5/17/1990

Amended by Ord. [90-11](#) on 12/6/1990

Amended by Ord. [98-03](#) on 3/5/1998

Amended by Ord. [98-18](#) on 11/5/1998

Amended by Ord. [2000-01](#) on 1/6/2000

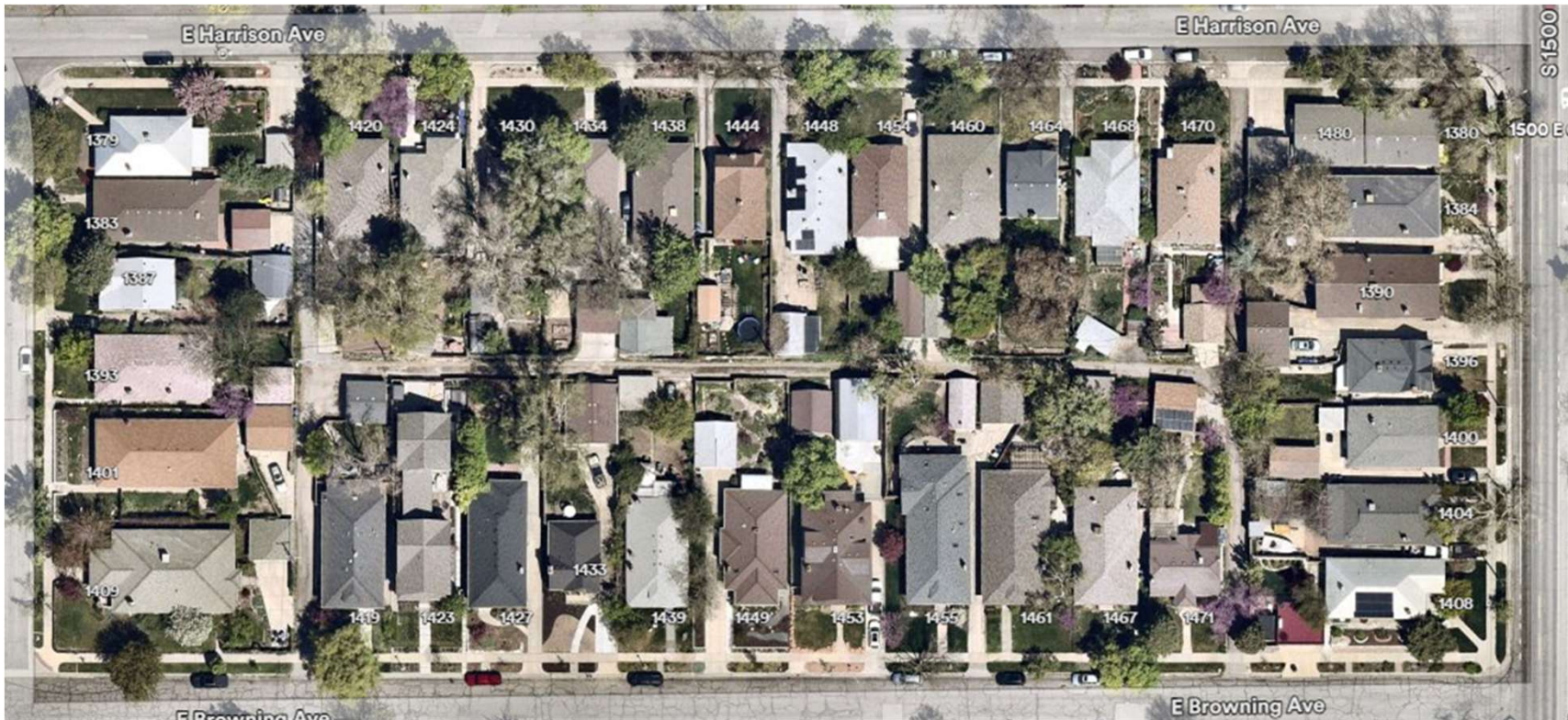
Amended by Ord. [2022-18](#) on 7/5/2022





Affordable Single-Family Homes and The Missing Middle

It hasn't always been missing. Let's look back...Sugar House, Avenues, Daybreak





The Missing Middle: Key Elements

- Tree lined streets
- Not garage dominant
- Alley load or shared drives
- 35-40 foot frontages
- 3,500+ sf lots
- Unique front elevations
- Integrated “affordable”
- Community focused

With flexible zoning, single-family homes can be an option for more Utah families





What Happened?

Regulatory focus on “protecting” larger lot values shifted density to townhomes/apartments

- Garage dominated homes with wider frontage and lot size minimums limited innovation for affordable single-family homes
 - “Just build your home and grow into it...”
 - It worked when land was affordable & infrastructure costs were lower
 - The market and regs supported larger homes – with one-size impact fees

Townhome developments became the focus for “affordability”

- 10+ units per acre, 2 car parking, garage dominant
- Architectural “efficiency” limited differentiation
- Zoned out of single-family areas
- Affordability shift to rent vs. ownership



FlexReady Brings Back the Missing Middle...supporting 80% AMI homeowners

1) Starts with an efficient base home.....get into the market NOW to start building equity!

- Base Example: 1,200 sf 1 or 2-Story...open main floor living, 3 Bed 1.5 Bath
- FlexReady works with quality builders to integrate **new innovations in processes and materials**
- Common "platform" efficiency with distinctive local/legacy front elevations
- **Expansion options built into base plan!**





Integrate innovations that enable the homeowner to expand without cost penalty

2) Designed for expansion...ALL connections built-in

- Expand when you are ready - for less than the cost of new construction
- Expand as your equity grows
- Expand as your family needs grow
- ***A Home You Grow Into, Not Out Of...***
 - Start with the base home, add a garage enclosure, finish out your owner suite, add a 2 story ADU.



- Flex Connections**
- Foundation
 - Roof
 - Plumbing
 - Electrical
 - Roofing
 - Structural
 - HVAC
 - Access Doors





Give homeowners the tools they need to build equity

3) Provides flexibility for community growth and stability

- FlexReady stays with the homeowner for 5 years as they build equity for expansion
 - Preferred contractor, pricing transparency, preferred lenders on MEMBER WEBSITE
- Expansions drive ongoing investment, leveraging equity growth
 - Homeowners minimize initial debt exposure as they build financial security
- Expansions provide privacy and dedicated parking to support multi-gen needs





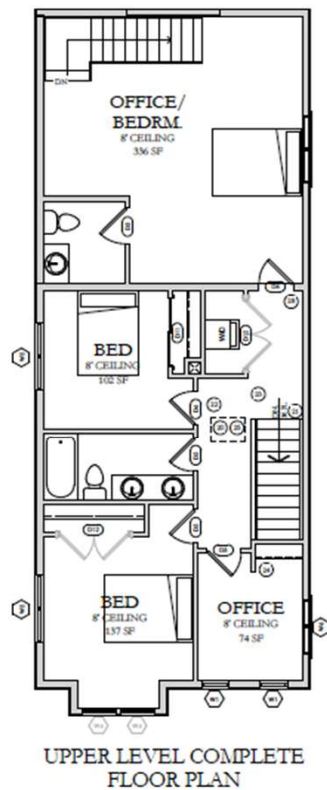
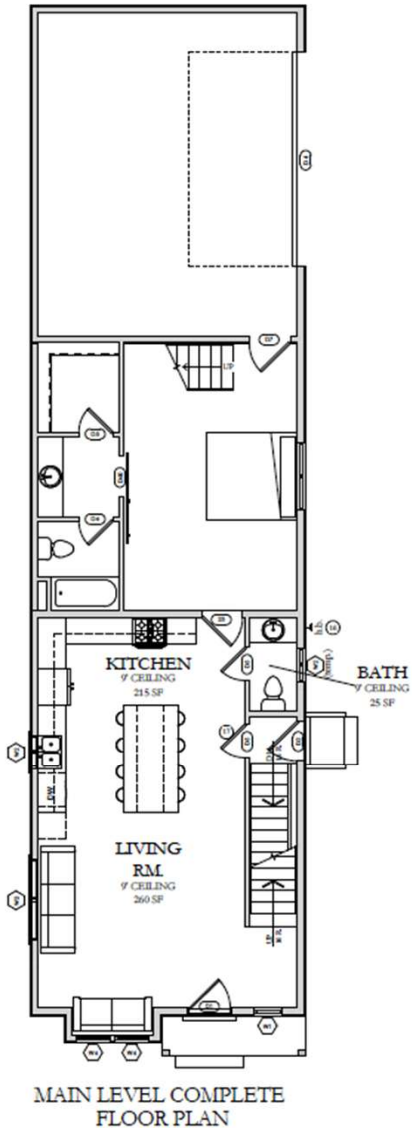
Start with the home you can afford NOW and let the market pay for your expansions...

2 Story FlexReady Home

Examples

	FLEXBASE	➤ 1200 sf: leverages the common platform of all homes for an affordable entry point
	FLEXPLUS	➤ 960-1312 sf: Narrower platform is an alternative to Townhome designs
	FLEXGEN	➤ 1440 - 2016 sf: Base 3 bedroom has owner ensuite, studio ADU expansion option for multi gen use
	FLEXGARAGE	➤ 1200 – 1680 sf: Expansion options for office, owner suite, studio, ADU, etc.
	FLEXPREMIUM	➤ 1200 – 2480 sf: Build your garage/studio first and keep the patio...then add your 2 story suite/office/ADU etc.

Expansion options give homeowners flexibility to meet their changing needs - leveraging growth in owner equity instead of initial debt.



Hawaii Example of Base/2-Story Expansion/Lanai/Fully Built





All front elevations are completed at initial build – expansion options are seamless without construction staging needs.





Initial base home supports full expansion options with open living areas. With flexible zoning, single-family homes can be an option for more Utah families



Building platform innovations (foundation, panelized walls, new materials etc.) support premium features for “affordable housing”



Distinctive front elevations deliver a premium look, built on a common platform for efficiency.





FlexReady is focused on single-family homes for Heber homeowners in the 80-100+% AMI range.

- FlexReady Homes provide a market based solution to today's housing crisis
- A focus on owner-occupied homes can be supported with:
 - Builder interest rate buydowns for owner-occupied homeowners under 100% AMI
 - Pre-qualification and advance marketing to Heber first responders/teachers/ government employees/etc.
- Deed restrictions that limit a homeowners' ability to sell at future market rates will limit expansion options and homeowner access to market growth

Video Example: <https://youtu.be/VWFI8o3r-E>



Heber City Council Staff Report

MEETING DATE: 12/2/2025
SUBJECT: MOU (Memorandum of Understanding) with Wasatch County Fire District regarding Dedication of Future Fire Station Sites
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

The Wasatch County Fire District (District) recently reached out to Heber City and indicated the need for a fire station within the upcoming Fitzgerald Farms subdivision. Heber City had already anticipated the need for a fire station, and has agreements with the developer such that the site will be dedicated to Heber City. At this time, there is no agreement between Heber City and the District indicating the City will turn that site over to the Fire District. The purpose of this item is to discuss a potential agreement between Heber City and the District indicating the City's intent to turn the property over to the district.

RECOMMENDATION

Staff recommends Council provide feedback on the draft term sheet below and have the item return for approval once the fire district has reviewed the document.

BACKGROUND

Heber City has entered into an MOU with Wasatch County that indicates Heber City will work with the District on future fire station sites. Heber City has an agreement with Jordanelle Ridge that the developer will provide properties to the city for public purposes. Finally, Fitzgerald Farms was annexed into Heber City, conditional upon the developer dedicating a future fire station site to Heber City, and that agreement became part of the Jordanelle Ridge Master Development Agreement (MDA). Heber City has not entered into an agreement with the District about providing property for future fire stations. The Fire District has requested the City enter into an agreement about such. The Fitzgerald Farms final subdivision plat is nearing final approval and has the necessary language on the plat that dedicates the fire station site and park to Heber City. Below is a draft term sheet.

Heber City shall be responsible for:

1. Ensure the Jordanelle Ridge/Fitzgerald Farms developer dedicates the fire station site to Heber City; and

2. Dedicate up to 1.1 acres of that property upon request by the Wasatch County Fire District to accommodate the future fire station.

The Wasatch County Fire District shall be responsible for:

1. Draft a conceptual site plan as construction nears that shows the land necessary to accommodate the future fire station.
2. Request in writing at least 60 days in advance of when the land is needed for Heber City to formally dedicate up to 1.1 acres to the District for the construction of a fire station.
3. Construct the fire station within 5 years of attaining ownership of the site or return the site to Heber City.

DISCUSSION

Dedication of the site to the fire department is consistent with discussions Heber City has had with the county, fire district and developer, and is necessary to ensure an adequate level of fire protection for the valley. Heber City may want to discuss types of architecture deemed most appropriate for this site. The Jordanelle Ridge requires, for example, the following types of architecture: Mountain modern; Craftsman; Scandinavian; and Barn.

FISCAL IMPACT

There is not financial impact to the City. Dedication of the site to the fire department will assist in getting the fire station constructed and assist in keeping homeowner insurance rates low.

CONCLUSION

Construction of a fire station at this site is necessary for the fire department to provide a high level of fire protection as well as ensure insurance rates stay low for residents.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A The agenda item is a work meeting item.

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

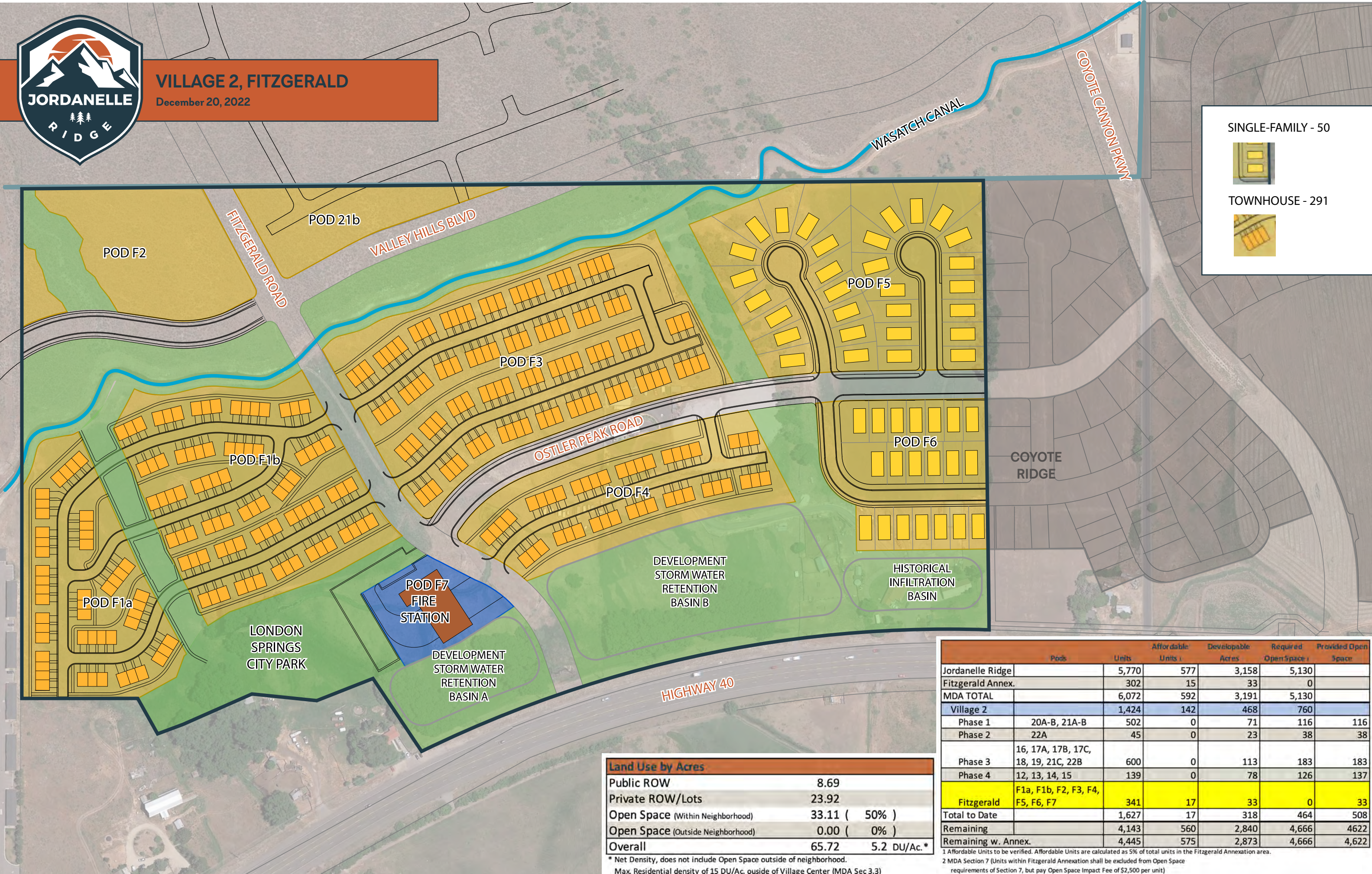
1. Fitzgerald Farms
2. Near Future Station 5 Miles
3. City County MOU

4. 2022-33 Approving the Fitzgerald Annexation
5. Recorded Sorenson Agreement



VILLAGE 2, FITZGERALD

December 20, 2022

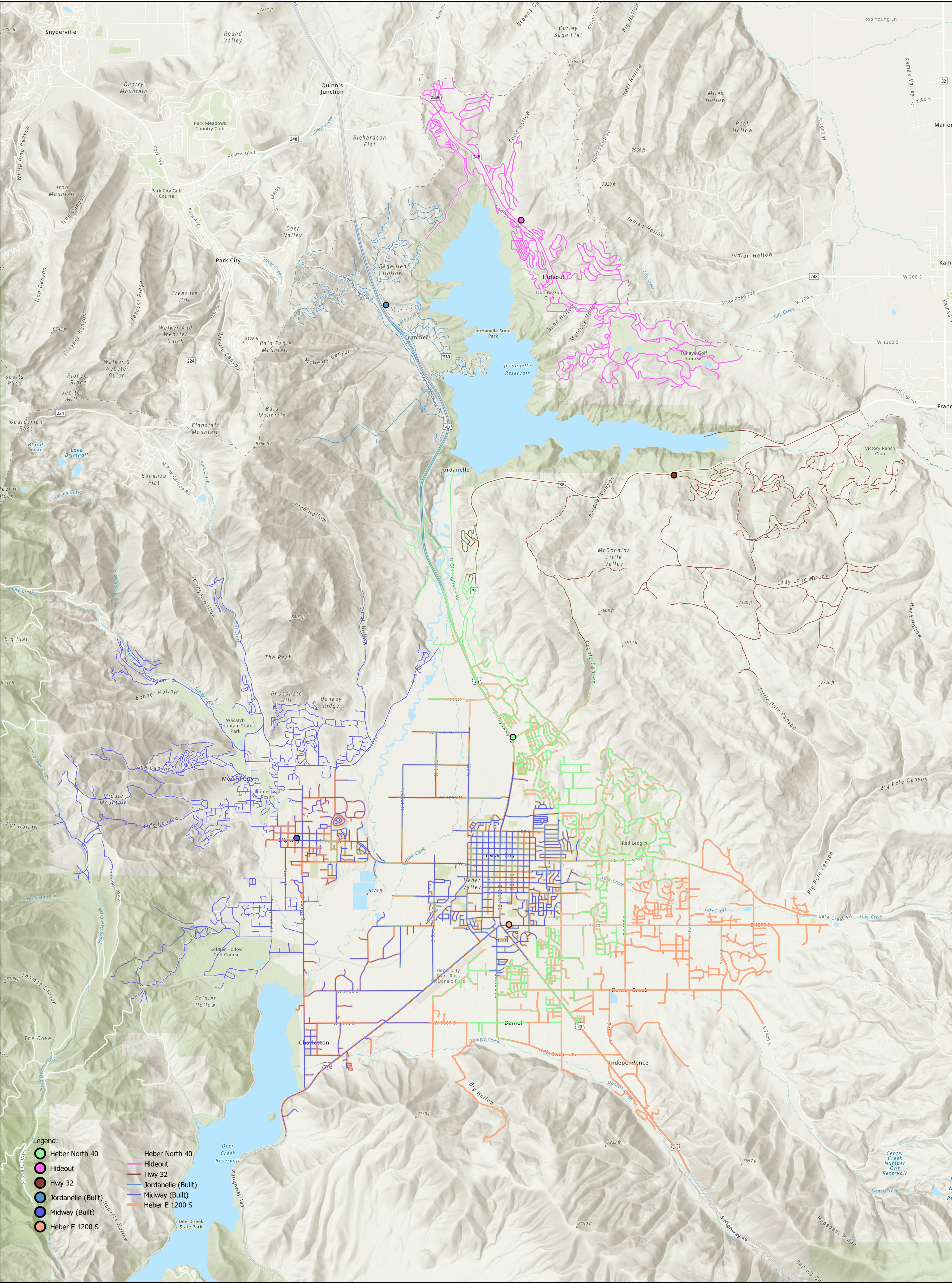


Land Use by Acres		
Public ROW	8.69	
Private ROW/Lots	23.92	
Open Space (Within Neighborhood)	33.11	(50%)
Open Space (Outside Neighborhood)	0.00	(0%)
Overall	65.72	5.2 DU/Ac.*

* Net Density, does not include Open Space outside of neighborhood.
Max. Residential density of 15 DU/Ac. outside of Village Center (MDA Sec 3.3)

Pods	Units	Affordable Units	Developable Acres	Required Open Space	Provided Open Space
Jordanelle Ridge	5,770	577	3,158	5,130	
Fitzgerald Annex.	302	15	33	0	
MDA TOTAL	6,072	592	3,191	5,130	
Village 2	1,424	142	468	760	
Phase 1	20A-B, 21A-B	502	0	71	116
Phase 2	22A	45	0	23	38
Phase 3	16, 17A, 17B, 17C, 18, 19, 21C, 22B	600	0	113	183
Phase 4	12, 13, 14, 15	139	0	78	137
Fitzgerald	F1a, F1b, F2, F3, F4, F5, F6, F7	341	17	33	0
Total to Date		1,627	17	318	464
Remaining		4,143	560	2,840	4,666
Remaining w. Annex.		4,445	575	2,873	4,666

1 Affordable Units to be verified. Affordable Units are calculated as 5% of total units in the Fitzgerald Annexation area.
2 MDA Section 7 (Units within Fitzgerald Annexation shall be excluded from Open Space requirements of Section 7, but pay Open Space Impact Fee of \$2,500 per unit)



N

W

E

S

Wasatch County

Fire Station Locations
With Five Mile Service Area



Printed: 2/23/2023

Page 61 of 320

HEBER CITY EXPANSION AREA MOU

MEMORANDUM OF UNDERSTANDING BETWEEN WASATCH COUNTY AND HEBER CITY

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Wasatch County, whose address is 25 North Main Street, Heber City, Utah 84032, and Heber City Corporation, whose address is 75 North Main Street, Heber City, Utah 84032.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which Wasatch County and Heber City will implement multi-jurisdictional annexation, land use and utility service policies.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than 30 years. This MOU may be terminated, without cause, by either party upon 60 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
4. **Responsibilities of Wasatch County.**
 - a. Invite Heber City Planning to Development Review Committee Meetings when urban development is proposed within the City’s Expansion Area as shown in Exhibit A.
 - b. Invite Heber City Planning Department to Public Hearings involved in amendments to zones, ordinances and standards affecting properties within the City’s Expansion Area.
 - c. The North Village Special Service District (NVSSD), Twin Creeks Special Service District (TCSSD) and Jordanelle Special Service District (JSSD) agree to provide and maintain all water, secondary water, and sewer service within their respective service areas, unless those districts and Heber City mutually agree at the time of development that these services should be provided in another manner.
 - d. Ask property owners proposing urban development within the City’s Expansion Area to first talk with Heber City regarding development in the City

- e. At the request of Heber City, agree to leave an unincorporated island for Wasatch View Estates through the annexation process if there are a significant number of property owners who object to being annexed into Heber City.
- f. Continue to accept open space dedications by Jordanelle Ridge, with the intent to maintain it as open space in perpetuity with the only allowed improvements being back country trails. County may enter into agreements with a third party open space holder.
- g. County will review all improvements outside of City and may or may not require dedication of roads. If streets are constructed and dedicated to County standards outside of City limits, the County will accept such dedication and maintain them.
- h. The Wasatch County Fire District will perform all fire inspections related to development in special service district areas, and will collect the same fire inspection fees that are assessed on a county-wide basis.

5. **Responsibilities of Heber City.**

- a. Invite Wasatch County Planning and its Special Service Districts and Fire District to all Development Review Committee Meetings when development is proposed within Special Service District areas as shown in Exhibit B.
- b. Invite Wasatch County Planning to Public Hearings involved in amendments to zones, ordinances and standards affecting properties within Special Service District areas.
- c. Involve Wasatch County in the review of annexations within Special Service District areas to analyze the following public service issues:
 - 1) Consideration for regional county park facilities and open space.
 - 2) Consideration for dedication of Fire Stations.
 - 3) Consideration for Sewer, water and irrigation.
 - 4) Consideration for dedication of elementary, middle, and high school sites.
 - 5) Consideration for other necessary public facilities provided by each of the parties.
- d. Require proposed development within special service district areas to be reviewed by the Wasatch County Water Board prior to granting of development approvals.
- e. Require receipt of payment for fire district and special service district fees prior to issuance of building permits.

- f. Require all final subdivision plats be signed by the appropriate special service district.
- g. Maintain entitlement requirements for projects annexed into the city including but not limited to requirements for open space, trails, architectural standards, landscaping, densities etc., unless both parties agree that such changes would be more beneficial to the County and City.
- h. Permitted residential densities within special service district areas shall be in accordance with vested rights and/or adopted codes.
- i. Involve Wasatch County in the review of proposed annexations and developments within special service district areas to ensure developers dedicate the appropriate required open space as part of their previously approved master plans. Specifically, Jordanelle Ridge (aka Sorenson Properties) has committed to dedicate a significant area of open space to Wasatch County. The development agreement with Jordanelle Ridge is still in force and requires dedication of open space with every plat recorded.
- j. Unless agreed to by the county and city, the city will maintain the City's expansion area no further east than Mill Road (aka 1200 East), no further west than the bypass, and no further west than the eastern boundary of the Heber Valley Special Service District sewer fields.

6. Mutual Responsibilities.

- a. Heber City and Wasatch County are each committed to maintaining the North Fields as an agricultural area. As such, zone changes, municipal annexation and extension of urban services into the North Fields should be avoided, though this is not intended to infringe upon the legislative discretion of either party.
- b. Development, and/or annexations along the future bypass will include the acquisition and/or dedication of bypass right of way at a width of 124 feet or current UDOT standards by the applicable entity.
- c. Wasatch County will establish a mechanism that provides Heber City with representation to key SSDs that allows input on critical water and sewer issues occurring within or potentially impacting the city.
- d. Explore avenues to partner for the purpose of optimizing water and sewer service delivery to achieve redundancy, operational efficiencies and cost savings/avoidance.
- e. Heber City and Wasatch County will continue to work on a common affordable housing agreement.

7. **Conflict Resolution.** In the event either party determines there is a conflict in the implementation of these responsibilities, either party may arrange for an interlocal board to be convened to review the matter. Such interlocal board should consist of 3 Wasatch County representatives, including a County Councilman, the County Manager and the County

Planner; and 3 Heber City representatives, including the Mayor, City Manager and the City Planner.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

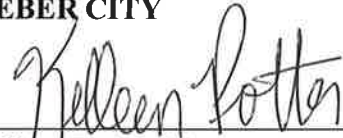
WASATCH COUNTY



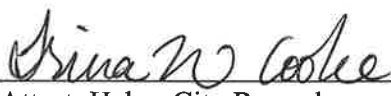
Greg McPhie, Council Chairman


Date 2/4/19

HEBER CITY



Kelleen Potter, Mayor
Date 2/8/19



Attest: Heber City Recorder
Date 2/4/2019



EXHIBIT A: HEBER CITY EXPANSION AREA

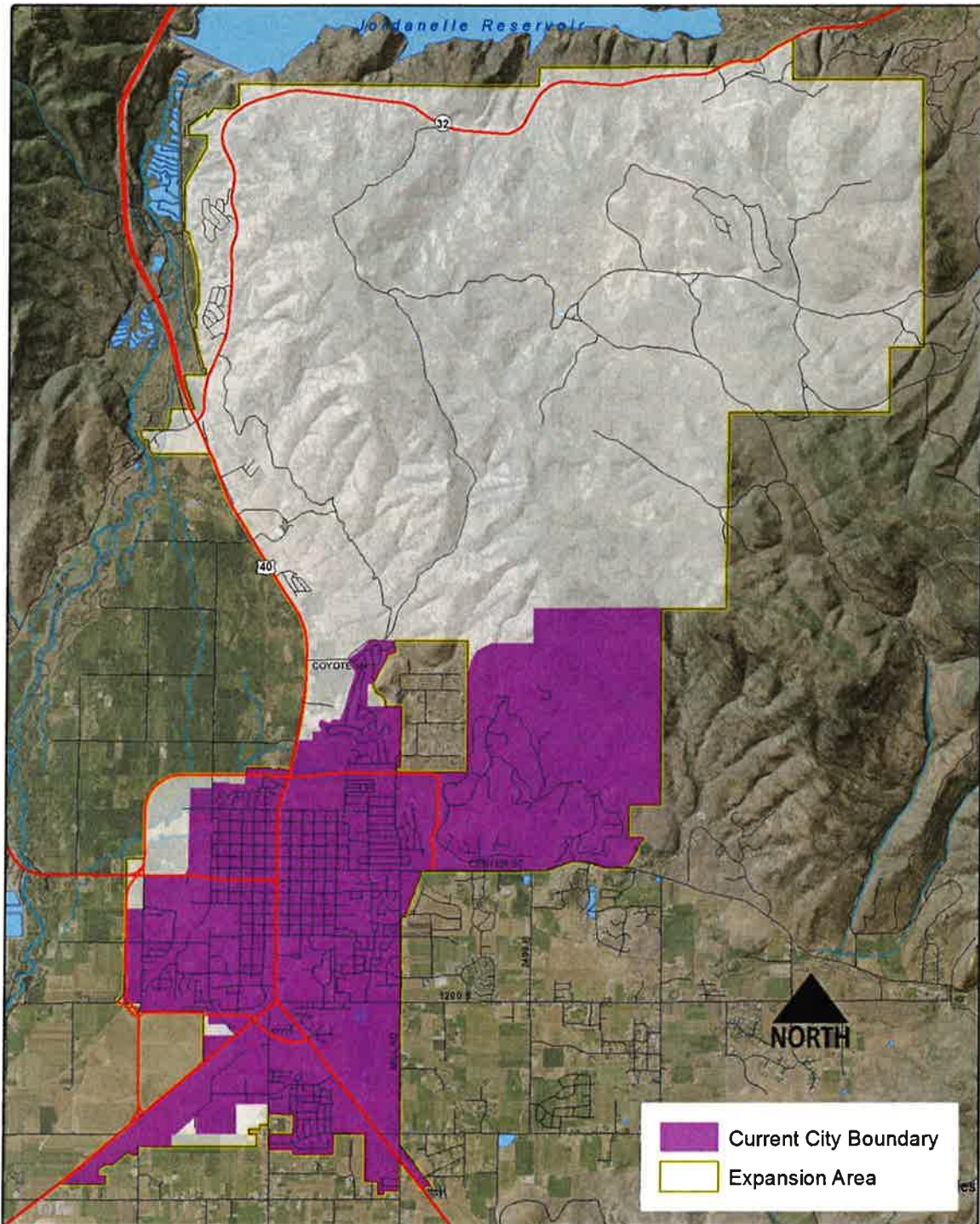
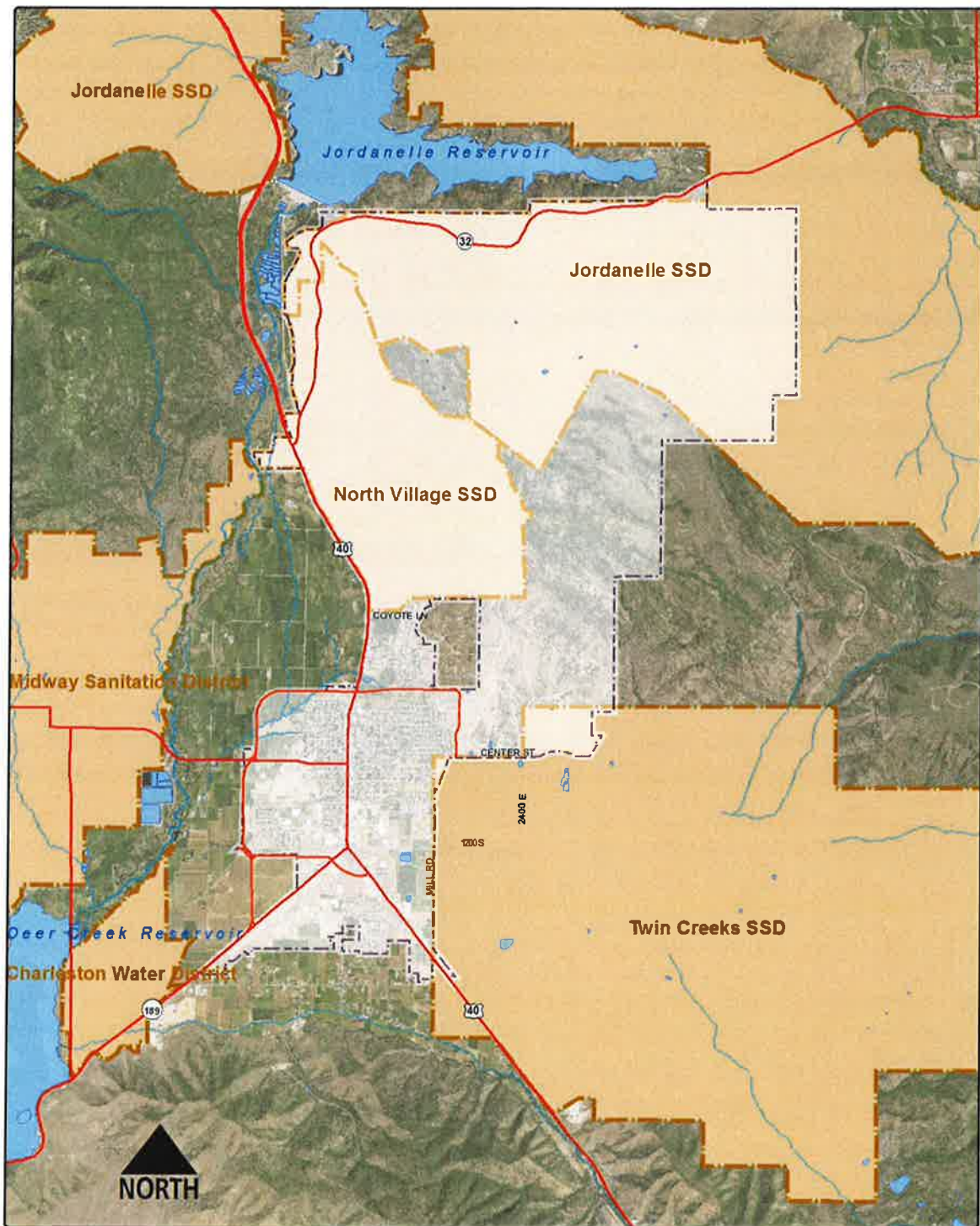


EXHIBIT B: SPECIAL SERVICE DISTRICT AREAS



ORDINANCE NO. 2022-33

AN ORDINANCE APPROVING THE FITZGERALD ANNEXATION LOCATED AT APPROXIMATELY 2000 NORTH HIGHWAY 40.

BE IT ORDAINED by the City Council of Heber City, Utah, the properties described in Exhibit A, as illustrated in Exhibit B, are hereby annexed into the City of Heber City, Utah, and the properties contained therein shall initially have the zoning designation of Mountain Community Zone (MCZ).

This Ordinance shall take effect immediately upon passage, but not prior to the execution of the Master Development Agreements illustrated in Exhibit C.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 6th day of December 2022.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Michael Johnston	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Ryan Stack	<u> </u>	<u>X</u>	<u> </u>	<u> </u>
Scott Phillips	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Yvonne Barney	<u> </u>	<u>X</u>	<u> </u>	<u> </u>

APPROVED:

Heidi Franco
Mayor Heidi Franco



ATTEST:

Trina W. Cook Date: 12/6/2022
RECORDER

EXHIBIT A**ANNEXATION DESCRIPTION**

MULTIPLE PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND IS MORE PARTICULARLY DESCRIBED AND COMBINED INTO ONE AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE $500^{\circ}41'51''$ E 1682.76 FEET; THENCE $S89^{\circ}15'31''$ W 1099.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 40; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: 1) $N01^{\circ}51'18''$ E 4.30 FEET; 2) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2914.90 FEET, A DISTANCE OF 1428.78 FEET, A CHORD DIRECTION OF $N12^{\circ}11'14''$ W AND A CHORD DISTANCE OF 1414.52 FEET; THENCE $N56^{\circ}17'51''$ E 215.35 FEET; THENCE $N21^{\circ}30'13''$ W 147.69 FEET; THENCE $N05^{\circ}51'07''$ E 159.38 FEET; THENCE $N23^{\circ}50'00''$ W 184.00 FEET; THENCE $N20^{\circ}27'46''$ W 66.50 FEET; THENCE $N60^{\circ}41'37''$ E 99.44 FEET; THENCE $N00^{\circ}00'00''$ E 283.22 FEET; THENCE $S89^{\circ}59'36''$ E 1247.43 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE ALONG SAID EAST LINE $500^{\circ}00'14''$ W 667.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 65.72 ACRES IN AREA

PARCELS

00-0013-3335
 00-0020-1055
 00-0021-2621
 00-0021-2622
 00-0000-5483
 00-0013-3327
 00-0020-0510
 00-0007-8944
 00-0021-2742
 00-0021-2743
 00-0020-1056
 00-0007-8480
 00-0013-2139

EXHIBIT C: MASTER DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jordanelle REF Acquisition LLC
c/o Raintree Investment Corporation
10421 S Jordan Gateway Suite 200
South Jordan, UT 84032
Attn: Patrick Parker

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE UPPER
JORDANELLE MASTER PLANNED COMMUNITY

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE UPPER JORDANELLE MASTER PLANNED COMMUNITY (the "Amendment") is made by and between Jordanelle REF Acquisition LLC, a Delaware limited liability company ("REF"), as successor in interest to Holdings under the Master Development Agreement (defined below) and Heber City, a political subdivision of the State of Utah ("City"), with reference to the following facts:

RECITALS

WHEREAS, on June 24, 2020 a certain Development Agreement for the Upper Jordanelle Master Planned Community was executed by and between City and RE Investment Holdings, LLC, a Utah limited liability company ("Holdings"), for the development of approximately 8,288 acres of land, more particularly described on Exhibit A attached hereto (the "Property"), and recorded on July 28, 2020 as entry 481606 in book 1303, page 1632 of the official records of the Wasatch County Recorder (as amended or supplemented from time to time, the "Master Development Agreement"); all capitalized terms not otherwise defined herein shall have the meaning given such terms in the Master Development Agreement;

WHEREAS, on October 30, 2020, a certain Assignment of Development Agreement for the Upper Jordanelle Master Planned Community was executed by and between Holdings as assignor and REF as assignee, pursuant to which Holdings assigned to REF and REF acquired from Holdings all of the interests, privileges, and rights of Holdings under the Master Development Agreement, and recorded on November 2, 2020 as entry 487731 in book 1321, page 1398 of the official records of the Wasatch County Recorder.

WHEREAS, REF intends to add to the Masterplan 282 units and approximately 65.72 acres of land adjacent and contiguous to the Property and more particularly described on Exhibit B attached hereto (the "Additional Property").

WHEREAS, pursuant to Section 18 of the Master Development Agreement, REF and City desire to modify and amend the Master Development Agreement to include the Additional Property as part of the Property.

WHEREAS, REF has submitted the Modification Application to City and City has approved the Modification Application as provided for in the Master Development Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, REF and City hereby agree to amend the Master Development Agreement as follows:

1. Recital B. The approximate area of the Property as provided in Recital B shall be 8,353.72 acres.
2. Recital C. The number of Development Units as provided in Recital C shall be 6,052.
3. **Open Space.** The Additional Property shall be excluded from the Open Space requirements in Section 7 of the MDA.
 - a. Any open space dedicated in the Additional Property shall be counted toward the total open space requirement of 5130 acres.
 - b. As a condition of issuing a building permit for each dwelling unit within the Additional Property, the Owner of such dwelling unit shall pay \$2,500 per dwelling unit to the City for the purpose of preservation of the North Fields as illustrated in Exhibit C. The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including purchase of development rights. The City agrees that the North Fields Preservation Fee shall not be charged for dwelling units constructed and operated as affordable housing.
 - c. Upon request of Heber City, Developer shall dedicate to Heber City, a 1.1 acre parcel for use as a fire station. If the location is not needed by the Fire Department, the parcel may be utilized at the discretion of the City for any other use.
 - d. The proposed park shall be dedicated to the public and preserve the New London Springs and be a minimum of 3.2 acres, plus another 1.6 acres for drainage and the frontage scenic buffer trail area.
4. **Development Concept.** Development of the Additional Property shall comply with the Concept Plans illustrated in Exhibits E through I.
 - a. **Moderate Income Housing.** Affordable Housing shall comply with Exhibit K.

- b. **Capital Facilities Plan.** Development of the Additional Property shall comply with the City's Capital Facilities Plan and Storm Water Design Manual, as currently adopted or as it may be amended in accordance with Section 4 of the MDA. Developer and Owner acknowledge and agree that in the event adherence to these policies, may affect the Development of the Additional Property, the Developer and Owner shall not be allowed to claim damages, takings or costs from or against the City.
 - c. **Heber Light & Power Facilities.** Developer is responsible to work with Heber Light & Power in transitioning power service from Rocky Mountain Power to Heber Light & Power.
 - d. **Highway Access.** Development of the Additional Property shall comply with UDOT's access management requirements on Highway 40.
 - e. **Trees.** Existing trees along Highway 40 shall be preserved or new trees planted along Highway 40 at a maximum spacing of at least one tree per 20 feet of frontage, spaced and located as per future landscaping plan.
 - f. **Wetlands.** Developer shall either conduct a wetlands delineation and preserve any wetlands or mitigate as per federal law, or issue to the City a letter of opinion from a qualified wetlands expert that no wetlands exist on the site.
 - g. **Irrigation Easement.** Final development plans shall dedicate an irrigation easement and maintain or construct a method of conveyance acceptable to downstream users, including but not limited to the North Fields Irrigation Company.
5. Section 16. Notices. Notice to the Property Owners is amended to include:
- Jordanelle REF Acquisition LLC
c/o Raintree Investment Corporation
10421 S Jordan Gateway Suite 200
South Jordan, UT 84032
Attn: Patrick Parker
Email: pparker@raintree.us.com
6. Exhibit A. The Property description on Exhibit A of the Master Development Agreement is amended to include the property described on Exhibit B attached hereto.

SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES

IN WITNESS WHEREOF, this Amendment is made by Jordanelle REF Acquisition LLC and Heber City as of December 6, 2022.

JORDANELLE REF ACQUISITION LLC,
a Delaware limited liability company

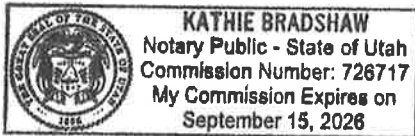
By: [Signature]

Name: CODY WINTERTON

Title: Authorized Agent

STATE OF Utah)
COUNTY OF Wasatch) ss

This instrument was acknowledged before me on Feb. 3, 2023 by Cody Winterton as authorized agent of Jordanelle REF Acquisition LLC, a Delaware limited liability company.



Kathie Bradshaw
Notary Public

My Commission Expires: 9/15/26

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

PROPERTY OWNER

Jaffa Lynch Investor Group LLC

By:

Name: MICHAEL LYNCH

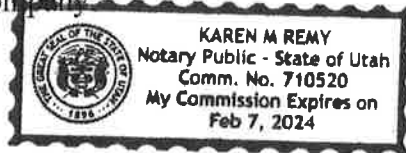
Title: MANAGER

Scott JAFFA
MANAGER

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF Utah)
) ss
COUNTY OF Summit)

On the 6th day of February, 2023, personally appeared before me Karen M Remy, who being by me duly sworn, did say that he is the Manager of Jaffa Lynch Investor Group, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



Karen M Remy
NOTARY PUBLIC



HEBER CITY,
a political subdivision of the State of Utah

By: Heidi Franco
Name: Heidi Franco
Title: Mayor

Approved as to Form and Legality:

Attest:

City Attorney

City Recorder

By: [Signature]

By: Trina W Cooke

STATE OF Utah)
COUNTY OF Wasatch) ss

This instrument was acknowledged before me on February 6, 2023 by Heidi Franco as Mayor of Heber City, a political subdivision of the State of Utah.



Trina W Cooke
Notary Public

My Commission Expires: 8/21/2026

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Legal Description of Parcels

0-0000-5244 OWC-0500-1-016-035
RE INVESTMENT HOLDINGS LLC Acres: 331.83

BEGINNING AT THE SW CORNER OF SEC 16 T3S R5E SLM: N0-28-24W 4458.16; S40-38-44E 359.11; S82-30-9E 1665.02; S54-0-35E 2199.87; S6-19-38W 970.48; S43-9-34E 715.13; S26-1-6E 799.53; S0-5-54W 210.27; S17-39-42E 267.5; S89-55-38W 4441.57 TO THE BEGINNING. AREA: 331.83 ACRES +/-

00-0007-6922 OWC-0460-0-004-035
RE INVESTMENT HOLDINGS LLC Acres: 300.00

BEG N 538 FT FR SW COR SEC 4, T3S, R5E, SLM; N TO NW COR SD SEC; E TO N1/4 COR; S TO S1/4 COR; W 1429.88 FT; N 538 FT; W1212 FT TO BEG. AREA: 321.02 ACRES LESS JDR-RA-7 21 ACRES RT A 214-349 NET AREA: 300 ACRES MORE OR LESS

00-0007-6997 OWC-0468-0-005-035
RE INVESTMENT HOLDINGS LLC Acres: 38.30

BEGINNING AT THE SW CORNER OF SEC 5 T3S R5E SLM: N0-0-17E 2145.32; S58-57-47E 867.03; S4-0-8E 950.02; S29-30-33E 862.24; S89-59-27W 1234.08 TO THE BEGINNING. AREA: 38.3 ACRES +/-

00-0007-7177 OWC-0486-0-008-035
RE INVESTMENT HOLDINGS LLC Acres: 277.36

BEGINNING AT THE SW CORNER OF SEC 8 T3S R5E SLM: N0-24-15W 5352.09; S89-51-45E 1185.58; S19-36-42E 3291.44; S28-5-47E 1398.42; S69-1-23E 574.98; S75-27-32E 810.17; S41-1-9E 767.28; S89-40-32W 4735.92 TO THE BEGINNING. AREA: 277.36 ACRES +/-

00-0007-7185 OWC-0487-0-009-035
RE INVESTMENT HOLDINGS LLC Acres: 640.00

ALL SEC 9, T3S, R5E, SLM. AREA: 640.00 ACRES

00-0007-7201 OWC-0489-0-010-035
RE INVESTMENT HOLDINGS LLC- Acres: 200.00

W1/2W1/2 & SE1/4SW1/4 SEC 10, T3S, R5E, SLM. AREA: 200.00 ACRES

00-0007-7219 OWC-0490-0-010-035
RE INVESTMENT HOLDINGS LLC Acres: 80.00

E1/2SE1/4 SEC 10, T3S, R5E, SLM. AREA 80 ACRES

00-0007-7227 OWC-0491-0-011-035
RE INVESTMENT HOLDINGS LLC Acres: 305.44

BEGINNING SW CORNER SEC 11 T3S R5E SLM: N.01°05'32"W.2852.99FT; N.89°56'41"E.168.23FT;
S.07°50'27"E.336.74FT;E.47.71FT; ALONG THE ARC OF A 325FT RADIUS CURVE TO THE RIGHT 103.35FT
(CHORD BEARS S.77°56'51"E.); S.68°50'09"E.87.42FT; S.69°26'33"E.16.19FT; N.19°57'56"E.75.12FT;
N.77°13'58"E.382.08FT; N.71°36'20"E.326.04FT; N.46°07'25"E.606.81FT; S.49°38'56"E.215.87FT;
N.71°10'16"E.38.49FT; S.50°52'03"E.128.44FT; S.55°16'25"E.580.85FT; N.85°02'50"E.853.51FT;
N.85°09'21"E.179.76FT; S.79°32'28"E.241.12FT; S.64°13'0"E.123.53FT; S.78°13'46"E.196.46FT;
S.63°28'13"E.190.24FT; S.51°12'58"E.150.56FT; S.74°11'45"E.131.03FT; S.65°41'25"E.182.39FT;
S.45°14'54"E.415.2FT; S.27°05'57"W.207.09FT; ALONG THE ARC OF A 775FT RADIUS CURVE TO THE LEFT
100.5FT (CHORD BEARS S.66°36'42"E.); N.26°34'55"E.214.03FT; N.54°08'38"E.177.88FT;
N.65°59'48"E.169.12FT; N.74°53'17"E.97.11FT; S.02°32'49"E.2135.03FT; N.89°44'42"W.5353.64FT TO THE
BEGINNING. AREA: 305.44 ACRES+-

00-0007-7243 OWC-0493-0-012-035
RE INVESTMENT HOLDINGS LLC Acres: 402.23

BEGINNING NW CORNER SEC 12 T3S R5E SLM: S.89°29'38"E.5570.46FT; S.02°18'33"E.4972.05FT;
S.02°21'03"W.374.33FT;N.88°52'55"W.1387.27FT; N.01°58'27"W.2664.87FT; N.89°12'06"W.3849.93FT;
N.0°03'12"W.1421.69FT; N.19°08'51"W.1297.33FT TO THE BEGINNING. AREA: 402.23 ACRES +

00-0007-7250 OWC-0494-0-012-035
RE INVESTMENT HOLDINGS LLC Acres: 236.64

BEGINNING SW CORNER SEC 12 T3S R5E SLM: N.02°32'49"W.2135.03FT; N.74°48'27"E.75.8FT; E.213.19FT
N.0°03'36"E.486.22FT; S.89°12'06"E.3849.93FT; S.02°07'20"E.2665.93FT; N.88°54'38"W.4141FT TO THE
BEGINNING. AREA: 236.64 ACRES

00-0007-7268 OWC-0495-0-013-035
RE INVESTMENT HOLDINGS LLC Acres: 240.00

NW1/4; W1/2NE1/4 SEC 13, T3S, R5E, SLM. AREA 240 ACRES

00-0007-7284 OWC-0497-0-014-035
RE INVESTMENT HOLDINGS LLC Acres: 480.00

N1/2; SW1/4 SEC 14, T3S, R5E, SLM. AREA 480 ACRES

00-0007-7300 OWC-0499-0-015-035
RE INVESTMENT HOLDINGS LLC Acres: 320.00

E1/2 SEC 15, T3S, R5E, SLM. AREA 320 ACRES.

00-0007-7318 OWC-0500-0-015-035
RE INVESTMENT HOLDINGS LLC Acres: 320.00

W1/2 SEC 15, T3S, R5E, SLM. AREA: 320.00 ACRES

00-0007-7326 OWC-0501-0-017-035
RE INVESTMENT HOLDINGS LLC Acres: 650.87

BEGINNING S.850.41FT FROM NE CORNER SEC 17 T3S R5E SLM; S0-28-24E 4458.16; N89-52-59W 5421.52; N0-58- 51W 5245.32; N89-24-32E 4735.94; S41-6-53E 1123.52 TO THE BEGINNING. AREA: 650.87 ACRES +/-

00-0007-7441 OWC-0502-0-018-035
RE INVESTMENT HOLDINGS LLC Acres: 202.50

BEGINNING AT THE SE CORNER OF SEC 18 T3S R5E SLM: S1-11-28E 8.63; N45-15-2W 519.99; N19-45-7W 232.02; N38-14-58W 404.98; N3-0-15W 308; N59-29-28W 111.99; S52-14-49W 272; S90-0-0W 310.01; N40-59-55W 513; N26-30-10W 459; N10-29-57W 352; N12-14-56E 212.01; N40-59-49W 220; S89-35-45W 97.67; N41-10-38W 161.45; N9-30-12W 187.98; N20-0-2E 802.01; N45-30 -4W 175.02; N10-0-0W 136.79; S89-24-58W 589.27; N27-22- 53E 1497.57; N89-28-37E 1941.12; S1-11-28E 5268.92 TO THE BEGINNING. AREA: 202.5 ACRES +/-

00-0007-8522 OWC-0592-0-020-035
RE INVESTMENT HOLDINGS LLC Acres: 393.78

BEGINNING FROM THE NW CORNER OF SEC 20 T3S R5E SLM: S89-58-26E 5419.91; S0-49-30W 2621.22; S89-58- 28W 329.78; N1-52-43E 485.33; N84-7-24W 343.15; S13-6-57W 644.72; N88-55-23E 468.5; N1-53-11E 98.94; N89- 58-26E 329.84; S0-42-24W 2662.96; S89-29-11W 2710.95; N0-7-23W 3969.04; S90-0-0W 1519.42; S89-34-41E 11.13 N35-12-19W 583.28; N0-59-59W 148; N41-45-0W 585; S60-0-6W 71 N46-23-45W 458.17 TO THE BEGINNING. AREA: 393.78 ACRES +/-

00-0007-8548 OWC-0595-0-021-035
RE INVESTMENT HOLDINGS LLC Acres: 553.76

BEGINNING AT THE NORTHWEST CORNER OF SEC 21 T3S R5E SLM: N89-55-38E 4441.58; S7-14-4E 103.74; S47-0- 23E 714.95; S8-0-15E 729.71; S64-3-18E 170.26; S0-0-37E 3160.99; S89-27-18W 4190.34; S0-32-44E 697.33; S89- 48-43W 1119.93; N0-42-24E 2662.98; N0-49-30E 2621.21 TO THE BEGINNING. AREA: 553.76 ACRES +/-

00-0007-8555 OWC-0596-0-022-035
RE INVESTMENT HOLDINGS LLC Acres: 2.85

BEGINNING AT A POINT SOUTH 1386.87 FEET FROM THE NW CORNER OF SEC 22 T3S R5E SLM: S63-57-25E 448.55; S36-35-41W 673.33; N0-7-27W 737.53 TO THE BEGINNING. AREA: 2.85 ACRES +/-

00-0007-8571 OWC-0598-0-023-035
RE INVESTMENT HOLDINGS LLC Acres: 312.00

W1/2 OF SEC 23, T3S, R5E, SLM. AREA 320 ACRES. EXCEPT: 8 ACRES IN SW COR OF THE SEC. TOTAL AREA 312 ACRES

00-0007-8878 OWC-0616-0-028-035
RE INVESTMENT HOLDINGS LLC Acres: 34.06

BEGINNING AT THE NORTHWEST CORNER OF SEC 28 T3S R5E SLM: N89-53-29E 1188.48; S0-32-44E 1326.64; N89- 44-26W 1192; N0-23-46W 1318.93 TO THE BEGINNING. AREA: 34.06 ACRES +/-

00-0007-9017 OWC-0630-0-029-035
RE INVESTMENT HOLDINGS LLC Acres: 95.09

N1/2NE1/4 SEC 29, T3S, R5E, SLM. ALSO: BEG SE COR NE1/4NW1/4 SEC 29; E 20CH; S 0.66 CH; S49°20'W 16 CH; W 8 CH; N11.3 CH TO BEG. AREA: 96.00 ACRES (LESS OWC-0630-1, .10 ACRES) NET AREA: 95.9 ACRES +/-

00-0013-4879 OWC-0464-3-005-035
RE INVESTMENT HOLDINGS LLC Acres: 2.50

BEG W 1212 FT FR SE COR SEC 5, T3S, R5E, SLM; N 538 FT; E 202 FT; S 538 FT; W 202FT TO BEG. AREA: 2.50 ACRES

00-0020-6355 OWC-0491-B-011-035
RE INVESTMENT HOLDINGS LLC Acres: 53.12

BEGINNING S.89°55'22"E.463.43FT & S.1649.97FT FROM NW CORNER SEC 11 T3S R5E SLM:
S.89°55'22"E.802.37FT; S.45°0'0"E.161.56FT; S.55°28'57"E.218.94FT; N.60°0'0"E.171FT;
S.79°04'55"E.97.68FT; S.60°0'0"E.206.92FT; S.35°06'45"E.206.28FT; S.56°23'05"E.386.38FT;
N.78°51'18"E.274.65FT; S.88°29'43"E.277.57FT; N.66°41'32"E.155.27FT; N.54°41'24"E.155.27FT;
N.11°02'49"W.466.54FT; S.89°55'22"E.389.96FT; S.19°34'37"E.330.25FT; S.08°48'27"E.690.12FT;
N.79°32'28"W.304.84FT; S.85°09'21"W.179.76FT; S.85°02'50"W.853.51FT; N.55°16'25"W.580.85FT;
N.50°52'03"W.128.44FT; N.71°10'10"W.38.49FT; N.49°38'57"W.215.87FT; S.46°07'25"W.606.81FT;
S.71°36'20"W.326.04FT; S.77°13'58"W.382.08FT; S.19°57'58"W.75.12FT; ALONG THE ARC OF A 775FT
RADIUS CURVE TO THE RIGHT 16.19FT (CHORD BEARS N.19°57'58"E.); N.68°50'13"W.87.42FT; TO A POINT
ON A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 325FT, ALONG THE ARC 103.35FT; W.47.71FT;
N.07°50'27"W.336.74FT; W.210.46FT; N.0°05'02"W.367.6FT; S.82°54'51"E.54.86FT;
N.66°53'46"E.556.65FT; N.39°42'47"W.163.14FT; N.11°19'05"E.35.86FT; N.40°03'22"W.13.72FT TO THE
BEGINNING. AREA: 53.12 ACRES +/-

00-0020-6356 OWC-0491-C-011-035
RE INVESTMENT HOLDINGS LLC Acres: 35.82

BEGINNING S.02°32'41"E.1649.99FT FROM NE CORNER SEC 11 T3S R5E SLM: S.02°32'24"E.1494.96FT;
S.74°53'17"W.97.11FT; S.65°59'48"W.169.12FT; S.54°08'38"W.177.88FT; S.26°34'55"W.214.03FT; ALONG
THE ARC OF A 775FT RADIUS CURVE TO THE RIGHT 100.39FT (CHORD BEARS N.66°36'42"W.);
N.27°05'57"E.207.09FT; N.45°14'54"W.415.19FT; N.65°41'25"W.182.39FT; N.74°11'45"W.131.03FT;
N.51°12'58"W.150.56FT; N.63°28'13"W.190.24FT; N.78°13'46"W.196.46FT; N.64°13'0"W.127.96FT;
S.78°33'26"E.68FT; N.08°48'26"W.690.12FT; N.19°31'46"W.36.19FT; N.69°21'25"E.167.44FT;
S.20°39'34"E.117.55FT; ALONG THE ARC OF A 300FT RADIUS CURVE TO THE LEFT 250.2FT (CHORD BEARS
S.44°33'05"E.); S.21°33'23"W.242.4FT; S.82°02'05"E.270.06FT; N.07°10'11"W.246.15FT; ALONG THE ARC
OF A 300FT RADIUS CURVE TO THE LEFT 141.44FT (CHORD BEARS N.69°19'28"E.); N.55°49'02"E.103.10FT;

ALONG THE ARC OF A 175FT RADIUS CURVE TO THE RIGHT 110.54FT (CHORD BEARS N.73°54'48"E.); S.87°59'27"E.77.25FT; S.0°42'27"E.239.69FT; S.79°44'04"E.241.91FT; S.64°08'49"E.207.91FT; N.39°49'20"E.99.6FT; N.04°03'42"W.220.13FT; N.20°19'19"W.244.88FT; N.89°59'56"W.178.03FT; ALONG THE ARC OF A 185FT RADIUS CURVE TO THE LEFT 190.03FT (CHORD BEARS N.78°58'13"W.); N.48°58'13"W.21.04FT; N.46°57'52"E.87FT; S.88°45'07"E.535.236FT TO THE BEGINNING. AREA: 35.82 ACRES +/-

00-0020-6357 OWC-0493-1-012-035
RE INVESTMENT HOLDINGS LLC Acres: 16.30

BEGINNING NW CORNER SEC 12 T3S R5E SLM: S.19°08'51"E. 1297.33FT; S.0°03'12"E. 1421.69FT; N.89°14'02"W. 309.46FT; N.02°32'37"W. 2645.72FT TO THE BEGINNING. AREA: 16.30 ACRES +/-

00-0020-6358 OWC-0494-1-012-035
RE INVESTMENT HOLDINGS LLC Acres: 3.36

BEGINNING N.2135.03FT FROM SW CORNER SEC 12 T3S R5E SLM: N.02°32'02"W.510.72FT; S.89°14'02"E.309.46FT; S.0°03'36"W.486.22FT; N.89°59'57"W.213.19FT; S.74°48'23"W.75.8FT TO THE BEGINNING. AREA: 3.36 ACRES

00-0020-8193 OWC-0468-3-005-035
RE INVESTMENT HOLDINGS LLC Acres: 51.61

BEGINNING AT THE NW CORNER OF SEC 5 T3S R5E SLM: N88-51-42E 5548.89; S0-4-16E 819.39; N74-59-55W 128.02; N81-16-35W 208.31; N75-21-42W 544.48; N89-10-16W 805.07; N31-24-17W 320.16; S58-35-20W 384.19; N82-47-13W 909; N7-14-7E 90; N82-45-56W 170; S7-14-8W 90; N82-45-5W 864.38; N83-30-13W 154.27; THENCE ALONG THE ARC OF A 2019.66 FOOT RADIUS CURVE TO THE LEFT 634.65 FEET (CHORD BEARS S86-2-2W); N86-59-52W 160.98; N86-59-56W 267.59; S48-0-2W 228.24; S71-59-30W 85; N0-0-19W 359.94 TO THE BEGINNING. AREA: 51.61 ACRES +/-

00-0020-8400 OWC-0468-4-005-035
RE INVESTMENT HOLDINGS LLC Acres: 558.57

BEGINNING AT A POINT SOUTH 522.25 FEET FROM THE NW CORNER OF SEC 5 T3S R5E SLM: N72-47-1E 360.13; N88-0-0E 261.35; N79-0-33E 142.14; THENCE ALONG THE ARC OF A 1909.66 FOOT RADIUS CURVE TO THE RIGHT 566 FEET (CHORD BEARS N87-58-31E); S83-31-17E 145.68; S82-44-59E 943.37; S82-45-3E 999.99; S18-0-7E 283.01; N63-59-59E 430.11; S82-44-58E 850.57; S65-16-42E 566.09; S81-0-22E 179; S70-45-53E 168.01; S0-1-53E 3781; S90-0-0W 404; S0-0-0W 538.97; S89-51-4W 404; N0-0-0E 538.97; S89-53-10W 807.97; S0-0-0W 538.97; N89-56-18W 548.91; S89-59-27W 2153.46; N29-30-33W 862.24; N4-0-8W 950.02; N58-57-48W 867.03; N0-0-16W 2784.17 TO THE BEGINNING. AREA: 563.57 ACRES +/- LESS OWC-0467-0, TOTAL AREA: 558.57 ACRES

00-0020-8401 OWC-0486-2-008-035
RE INVESTMENT HOLDINGS LLC Acres: 375.51

BEGINNING AT THE NE CORNER OF SEC 8 T3S R5E SLM: S0-13-58W 2612.85; S0-1-17E 2676.57; S89-41-30W 731.8; N41-1-9W 767.28; N75-27-32W 810.17; N69-1-23W 574.98; N28-5-47W 1398.42; N19-36-42W 3291.44; S89-37-1E 4329.52 TO THE BEGINNING. AREA: 375.51 ACRES +/-

00-0020-8402 OWC-0501-1-017-035
RE INVESTMENT HOLDINGS LLC Acres: 7.14

BEGINNING AT THE NE CORNER OF SEC 17 T3S R5E SLM: S0-28-26E 850.42; N41-6-53W 1123.52; N89-41-30E 731.77 TO THE BEGINNING. AREA: 7.14 ACRES +/-

00-0020-8403 OWC-0500-2-016-035
RE INVESTMENT HOLDINGS LLC Acres: 308.17

BEGINNING AT THE NE CORNER OF SEC 16 T3S R5E SLM: S0-23-29E 5318.35; N89-56-54W 779.94; N17-39-42W 267.5; N0-5-54E 210.27; N26-1-6W 799.53; N43-9-34W 715.13; N6-19-38E 970.48; N54-0-35W 2199.87; N82-30-9W 1665.02; N40-38-44W 359.11; N0-28-25W 850.39; N89-50-16E 5229.09 TO THE BEGINNING. AREA: 308.17 ACRES +/-

00-0020-8404 OWC-0595-2-021-035
RE INVESTMENT HOLDINGS LLC Acres: 10.96

BEGINNING AT THE NE CORNER OF SEC 21 T3S R5E SLM: S0-26-43E 1386.86; N64-3-20W 170.26; N8-0-15W 729.71; N47-0-23W 714.95; N7-14-11W 103.74; S89-56-50E 779.93 TO THE BEGINNING. AREA: 10.96 ACRES +/-

00-0020-8405 OWC-0596-1-022-035
RE INVESTMENT HOLDINGS LLC Acres: 433.01

BEGINNING AT THE NORTHWEST CORNER OF SEC 22 T3S R5E SLM: N89-33-19E 2640.46; N89-33-18E 2640.4; S0-26-34W 2662.93; S0-26-34W 1693.08; N31-26-12W 4307.65; S90-0-0W 359.97; S0-0-0W 4626.28; S90-0-0W 1480; N10-33-6E 735; S89-47-56W 1275.66; N0-14-58W 1910.6; N0-42-41W 516.01; N36-35-42E 673.3; N63-57-14W 448.54; N0-7-28W 1383.62 TO THE BEGINNING. AREA: 433.01 ACRES +/-

EXHIBIT B
ADDITIONAL PROPERTY LEGAL DESCRIPTION

MULTIPLE PARCELS OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND IS MORE PARTICULARLY DESCRIBED AND COMBINED INTO ONE AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE $S00^{\circ}41'51''E$ 1682.76 FEET; THENCE $S89^{\circ}15'31''W$ 1099.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 40; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: 1) $N01^{\circ}51'18''E$ 4.30 FEET; 2) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2914.90 FEET, A DISTANCE OF 1428.78 FEET, A CHORD DIRECTION OF $N12^{\circ}11'14''W$ AND A CHORD DISTANCE OF 1414.52 FEET; THENCE $N56^{\circ}17'51''E$ 215.35 FEET; THENCE $N21^{\circ}30'13''W$ 147.69 FEET; THENCE $N05^{\circ}51'07''E$ 159.38 FEET; THENCE $N23^{\circ}50'00''W$ 184.00 FEET; THENCE $N20^{\circ}27'46''W$ 66.50 FEET; THENCE $N60^{\circ}41'37''E$ 99.44 FEET; THENCE $N00^{\circ}00'00''E$ 283.22 FEET; THENCE $S89^{\circ}59'36''E$ 1247.43 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE ALONG SAID EAST LINE $S00^{\circ}00'14''W$ 667.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 65.72 ACRES IN AREA

EXHIBIT C:
NORTH FIELDS



EXHIBIT E:
OPEN SPACE

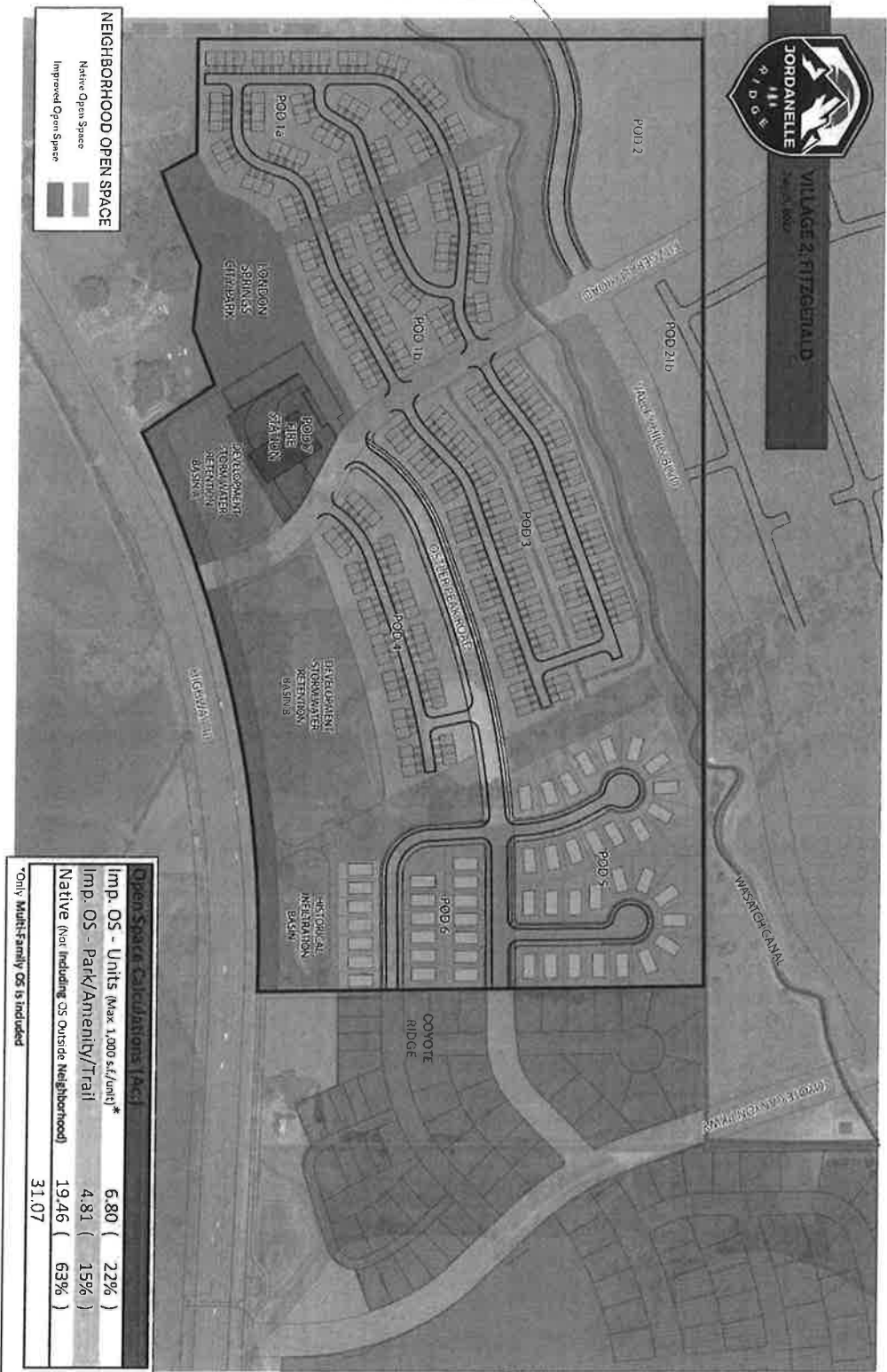


EXHIBIT F:
TRAILS

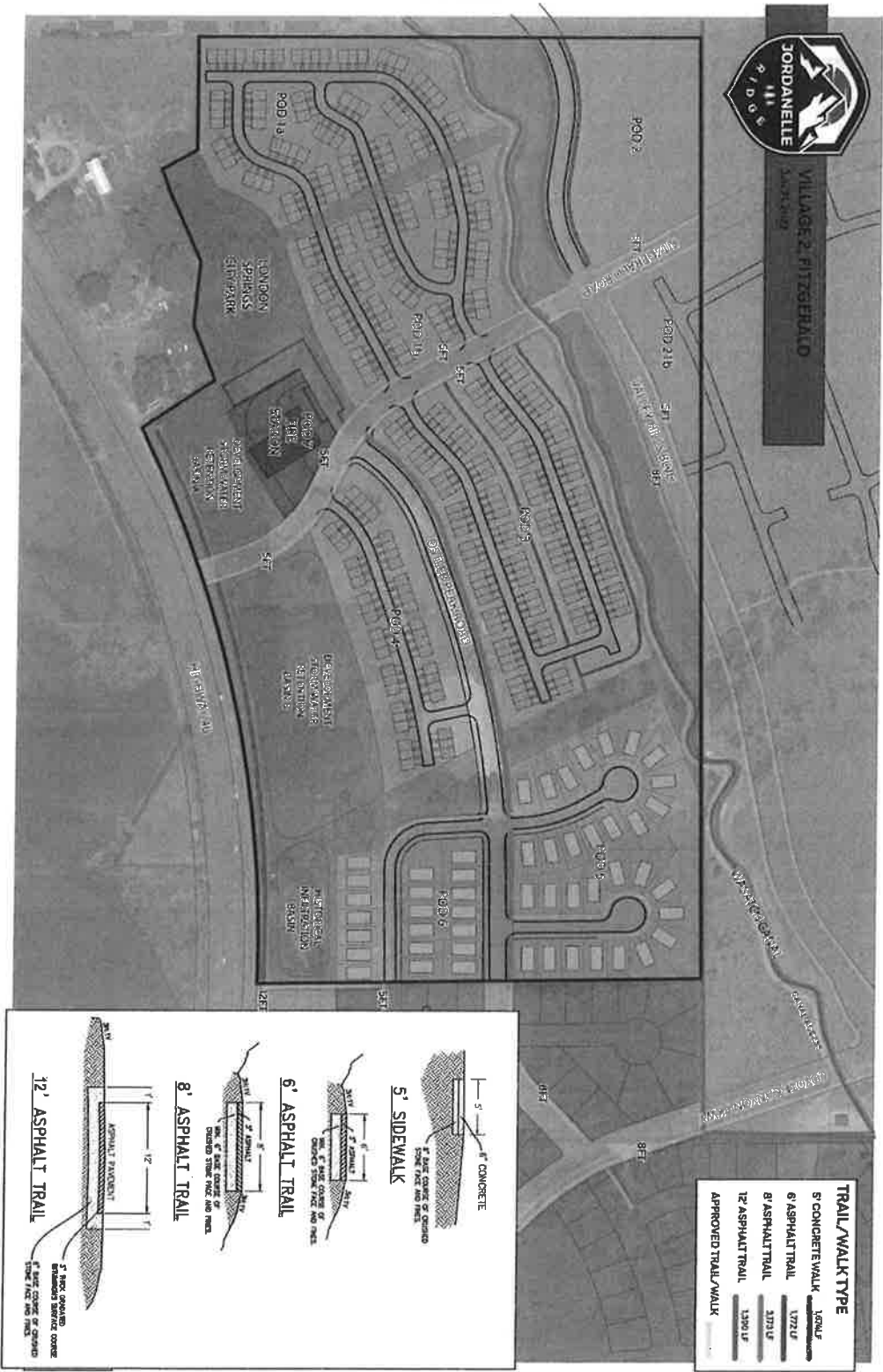
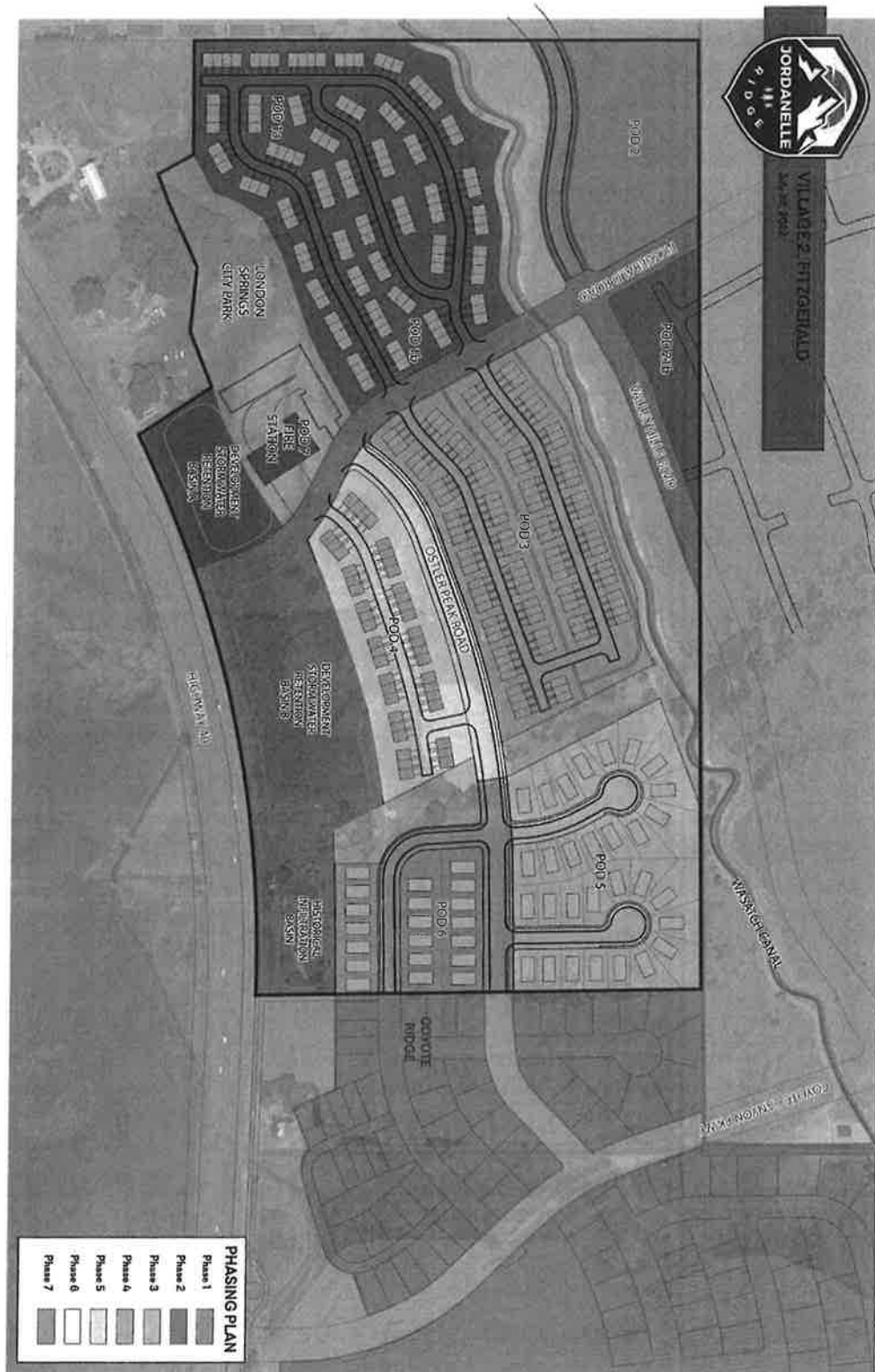


EXHIBIT G:
PHASING



WHEN RECORDED, RETURN TO:

Ent 481606 Bk 1303 Pg 1632-1726
Date: 28-JUL-2020 11:20:38AM
Fee: \$88.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: RE INVESTMENT HOLDINGS LLC

**DEVELOPMENT AGREEMENT
FOR THE
UPPER JORDANELLE MASTER PLANNED COMMUNITY**

THIS DEVELOPMENT AGREEMENT FOR THE UPPER JORDANELLE MASTER PLANNED COMMUNITY (this "Agreement") is made and entered into as of the 24th day of June, 2020, by and between Heber City, a political subdivision of the State of Utah (the "City"), and RE Investment Holdings, L.L.C. a Utah limited liability company ("Holdings"). Each of Holdings and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Holdings is the owner of approximately 8,288 acres of undeveloped real property situated in Wasatch County, State of Utah, as more specifically described in Exhibit A attached hereto (the "**Property**"). This Agreement and the Masterplan meets the intent of and is guided by the Envision 2050 Heber General Plan.

C. On May 19th, 2020, the City approved and adopted, a Master Plan for the Project, subject to the Parties entering into this Agreement and the agreeing to annexation of the Property into the City. Said Master Plan for the Property shall allow for mixed-used development, including residential, retail, office, civic, recreational and open space uses, all as specified in the Master Plan. The Master Plan shall include 5,770 residential units, together with any additional affordable housing units that may be constructed on the Property.

D. Provision of infrastructure to the Property is vital to its development in accordance with the Master Plan and this Agreement, and, consistent with the foregoing, Holdings has prepared the Infrastructure Plan.

E. The City has adopted a new annexation boundary map and an annexation and policy plan according to the Utah Municipal Code. The annexation area includes the Property and other adjacent property. Holdings is willing to support and agree to the City's annexation plan, provided the City and Holdings can first agree on the terms and conditions under which the Property will be developed as outlined in this Agreement. Notwithstanding the above, Holdings does not intend to be a developer of the Property, but intends to sell

the Property to one or more Persons who will undertake the actual development work (each a “Developer” and together, the “Developers”).

F. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of Holdings and its successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a cohesive master-planned community in accordance with the terms hereof, and to establish the rights and responsibilities of the City to annex the Property into the boundaries of Heber City and to authorize and regulate such development pursuant to the requirements of this Agreement.

G. The City Council has reviewed this Agreement and determined that it is consistent with the Act, the Zoning Ordinance and the Heber City General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. The Agreement does not contradict, and specifically complies with, and is governed by Utah Code Ann Section 10-9a as provided for in section 4.5.5. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, the Act.

H. Holdings and the City have cooperated in the preparation of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Holdings hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1 **Incorporation.** The foregoing Recitals and Exhibits A through H are hereby incorporated into this Agreement.

1.2 **Definitions.** Any capitalized term or phrase used in this Agreement has the meaning given to it below or in the section where the definition of such term is given.

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§10-9a-101, et seq. (2008).

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 20.

1.2.3 **Administrator** means the Person designated by the City as the Administrator of this Agreement.

1.2.4 **Agreement** has the meaning set forth in the preamble and includes all Exhibits attached hereto.

1.2.5 **Applicant** means a Person submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.6 **Assessment Area** means an area or areas created by the Special Service District pursuant to Utah Code Ann. § 11-42-101, *et seq.* (2008), or other applicable State Law, with the approval of Holdings and other Property Owners, if required, to fund the construction of some or all of the Backbone Improvements.

1.2.7 **Average Density** means the number of Residential Dwelling Units divided by the total gross acres in a development area.

1.2.8 **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Upper Jordanelle Property and not merely a part of the development of any particular Subdivision or Commercial Site Plan. Backbone Improvements are generally considered to be in the nature of "System Improvements," as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2008).

1.2.9 **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, On-Site Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

1.2.10 **CC&R's** means one or more declarations of conditions, covenants and restrictions regarding certain aspects of design and construction on the Property recorded or to be recorded with regard to the Property or any part thereof, as amended from time to time.

1.2.11 **Certifications/Certificate** means a person or company that has a state or federal license, diploma or is accredited to perform specific work on all or a part of a Development Application.

1.2.12 **Capital Facilities Plan** means a plan adopted or to be adopted by the City in the future to substantiate the collection of Impact Fees as required by State law.

1.2.13 **City** means the City of Heber, a political subdivision of the State of Utah.

1.2.14 **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage to review certain aspects of the development of the Project.

1.2.15 **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City that will be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and that may, in accordance with the provisions of this Agreement, be applicable to the Development Application.

1.2.16 **City's Vested Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date.

1.2.17 **Commercial Site Plan** means a plan submitted to the City for the approval of the development of a portion of the Project that may include, without limitation, multiple buildings that are not intended to be on individual subdivision lots, multi-family residential buildings, shopping centers or similar multi-building developments or plans for other developments on the Project that are allowed under the applicable Zone.

1.2.18 **Council** means the elected City Council of the City.

1.2.19 **Default** shall have the meaning provided in Paragraph 15.

1.2.20 **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.21 **Density** means the number of Residential Dwelling Units allowed per acre of the Property.

1.2.22 **Design Guidelines** means the guidelines attached as Exhibit F, which are the approved guidelines for certain aspects of the design and construction of the development of the Property, including setbacks, building sizes, open space, height limitations, parking and signage, and, the design and construction standards for buildings, roadways and infrastructure, as set forth in and adopted as part of this Agreement. The Parties acknowledge that given the size and long-

term life of this Project, designs and styles will change over time. Accordingly, the Parties will work together in good faith to update the Design Guidelines in the future as market conditions evolve.

1.2.23 **Developer** shall have the meaning provided in Recital E.

1.2.24 **Development Application** means an application to the City for development of a portion of the Project, including a Subdivision Site Plan, a Commercial Site Plan, a Building Permit, improvement plans or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.25 **Development Property** shall have the meaning provided in Section 24.1.

1.2.26 **Development Report** means a report containing the information specified in Section 3.4 submitted to the City by Holdings or any successor for the sale of any Parcel to a Developer, Sub-developer or Builder or the submittal of a Development Application by a Developer, Sub-developer or Builder pursuant to an assignment from Holdings.

1.2.27 **Development Unit (DU)** means a unit of measure used to equate the number of residential units in a given area. A Development Unit shall represent the right to construct a Residential Dwelling Unit.

1.2.28 **Effective Date** means the date on which the later of both the following shall have occurred: the Parties have executed this Agreement and the City's annexation of the Property has been completed and takes effect pursuant to Utah Code Ann. §10-2-425.

1.2.29 **Entitlements** shall have the meaning provided in Section 3.1.

1.2.30 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. §10-9a-603, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.31 **Highway 32** means a "state highway" type transportation corridor maintained by the Utah Department of Transportation that is located generally on the north boundary of the Property.

1.2.32 **Homeowners' Association(s) (or "HOA(s)")** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.33 Impact Fees means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. §§ 11-36a-101, et seq., (2008).

1.2.34 Improved Open Space means open space that has been improved with one or more of the following, as selected by the applicable Developer or Sub-developer: tot lots, tennis courts, club houses, swimming pools, trail systems, trail heads, skate parks, volleyball courts, amphitheater, sports fields, bathrooms, irrigated landscaping, associated paved parking for improved open space, pavilions, playgrounds, trailheads, drinking fountains, or other improvements.

1.2.35 Infrastructure Plan means the infrastructure plan attached as Exhibit C-1, which is adopted simultaneously with this Agreement and shows the Backbone Improvements for the Property, including culinary water, secondary water, storm water, sanitary sewer and roads, as amended from time to time

1.2.36 Intended Uses means the use of all or portions of the Project for single-family and multi-family residential units, hotels, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, open spaces, parks, trails and other uses permitted in the Zoning Ordinance, Design Guidelines and as shown on the Master Plan.

1.2.37 Local Park means a park that is planned and designed as an amenity to serve and necessary for the use and convenience of a particular Subdivision or Commercial Site Plan (or a group of related Subdivisions or Commercial Site Plans) and which is not a System Improvement.

1.2.38 Master Plan means the master plan attached as Exhibit C-2.

1.2.39 Maximum Development Residential Units means the maximum number of Residential Dwelling Units allowed on the Property according to the Mountain Recreation Zone.

1.2.40 Modification Application means an application to amend this Agreement (but not including those changes which may be made by Administrative Action).

1.2.41 Mortgage means (1) any mortgage or deed of trust or other

instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

1.2.42 **Mortgagee** means any holder of a lender's beneficial or security interest (or the owner and landlord in the case of any sale and leaseback arrangement) under a Mortgage.

1.2.43 **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of an aspect of the Project.

1.2.44 **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.45 **Off-Site Infrastructure** means the off-site public or private infrastructure, such as roads and utilities, specified in the Infrastructure Plan that is necessary for development of the Property but is not located on the portion of the Property that is subject to a Development Application.

1.2.46 **On-Site Infrastructure** means the on-site public or private infrastructure, such as roads or utilities, specified in the Infrastructure Plan that is necessary for development of the Property and is located on that portion of the Property that is subject to a Development Application.

1.2.47 **Open Space** means the following: all parks (regardless of size or type); pedestrian, bicycle, and equestrian trails and pathways; passive open spaces, water features, and natural habitat areas; parkways and commonly maintained natural or landscaped areas; sidewalks, street tree plantings and medians; ballfields and recreational spaces (including, without limitation, any such facilities provided by or upon a donated school or church site); drains and detention basins and swells, canals, protected slope areas, and any other quasi-public area that the City determines to be Open Space as a part of the approval of a Development Application. Open Space includes, but is not limited to, those areas identified as Open Space in the Master Plan.

1.2.48 **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application, as is more fully set out in this Agreement.

1.2.49 **Parcel** means an area identified on the Master Plan with a specific land use designation that is intended to be further subdivided for future development.

1.2.50 **Person** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

1.2.51 **Phase** means the development of a portion of the Project.

1.2.52 **Planning Commission** means the City's Planning Commission.

1.2.53 **Project** means the development of a mixed-used master planned community on the Property in accordance with this Agreement, including, without limitation, all associated public and private facilities, Intended Uses, Density, Phases and all of the other aspects approved as part of this Agreement and the Master Plan.

1.2.54 **Property Owner or Property Owners** means Holdings and any other successor-in-interest to Holdings as an owner of the Property or any portion thereof, including but not limited to, Developers, Sub-developers and builders.

1.2.55 **Regional Park** means a park identified in the City's or County's Capital Facilities Plan, Infrastructure Plan or Master Plan and that is intended to provide services to the community at large such that it would be considered to be a System Improvement.

1.2.56 **Residential Dwelling Unit** means, for purposes of calculating Density, a dwelling unit intended to be occupied by one family for residential living purposes.

1.2.57 **Site Plan** means the plan submitted to the City for the first stage of the approval of a Subdivision or Commercial Development in accordance with the City's Vested Laws.

1.2.58 **Sub-developer** means any Person that obtains title to a Parcel from a Developer for development.

1.2.59 **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.60 **Subdivision Application** means the application to create a Subdivision.

1.2.61 **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.62 **System Improvement** means those elements of infrastructure that are defined as System Improvements pursuant to Utah Code Ann. §11-36a-102(21).

1.2.63 **Zone** means the City's zoning for any Parcel as specified on the Zoning Map.

1.2.64 **Zoning Map** means the map attached as Exhibit B, which is a map of the Zones of the Property.

1.2.65 **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that is in effect as of the Effective Date.

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City's Vested Laws and the City's Future Laws as expressly set forth in this Agreement. The Parties acknowledge and agree that if there is a conflict with this Agreement and the City's current or future laws, then this Agreement shall supersede.

3. **Development of the Property in Compliance with the Master Plan.**

3.1 **Project Density.** Except as may be otherwise augmented hereinafter, Property Owners shall be entitled to and are vested with the right to develop and construct up to 5,770 Residential Dwelling Units, together with any affordable housing as described in Section 3.6 below, on the Property and to the other Intended Uses specified in the Zoning Ordinance, and the Master Plan (collectively, the "**Entitlements**").

3.2 **Intended Uses by Parcel and Densities.** Intended Uses and Densities currently contemplated for each Parcel are shown on the Master Plan for the Property, which plan shall comply with the requirements of the Heber City ordinances set forth in 17.20.010.

3.3 **Use of Density.** Holdings may allocate the Maximum Development Residential Units among any Subdivision or any Commercial Site Plan

within the Project and may develop such Parcel(s) at a density that exceeds the Average Density so long as the maximum density, does not exceed 30 Residential Dwelling Units per acre within the Village Centers and 15 Residential Dwelling Units per acre outside the Village Centers, unless otherwise approved by the City, allowed under the Agreement, calculated in accordance with the provisions of this Agreement, is not exceeded for the Property as a whole, notwithstanding the maximum gross density permitted under the Zone.

3.4 Accounting for Density for Parcels Sold to Sub-developers. In connection with the sale of any Parcel sold by Holdings to a Developer or Sub-developer, Holdings shall specify the allocation, if any, of any Development Units. In connection with the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Developer or Sub-developer, Holdings shall provide the City Recorder with a development report (a “**Development Report**”) identifying the Parcel(s) sold, the Development Units and/or other type of use allocated with the Parcel(s), the Development Units remaining with Holdings and any material effects of the sale on the Master Plan.

3.4.1 Return of Unused Density. If a Developer or Sub-developer cannot or does not utilize all of the Development Units allocated to it in connection with the transfer of one or more Parcels at the time the Developer or Sub-developer receives approval for the final Development Application for such transferred Parcel(s), the unused Development Units shall automatically revert back to Holdings. Such Development Units shall be accounted for in any subsequent Development Report that Holdings, or any of its successors in interest may be required to file with the City Recorder.

3.5 Parcel Sales. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. The City acknowledges that Property Owners may seek and obtain approval of a portion of the Parcel without providing such detailed development information, subject to the specific “Parcel Sales” provisions of Section 5.15.

3.6 Affordable Housing Requirements. Holdings shall comply or shall cause Developers and/or Sub-developers to comply with any currently existing City affordable housing codes to satisfy any affordable housing requirements. Affordable housing shall not be counted against the Maximum Development Residential Units within the Project. Holdings and the Developers and Sub-developers shall take into consideration any Affordable

Housing units when planning for infrastructure. Holdings may elect to locate such affordable housing wherever it deems most beneficial and shall be entitled to allocate any such affordable housing requirements to Developers and/or Sub developers as Holdings may elect. However, such affordable housing should not be located and grouped all together in single project or location. The Affordable housing will follow the City's adopted Moderate Income Housing Ordinance & Plan (Ordinance 2018-31) adopted August 16, 2018. For every 1,442 market rate housing units that are built, Developer must have built 144 affordable housing units that comply with the City ordinance before any additional building permits for market rate housing units are approved, unless otherwise required by State Code, or upon agreement of the Parties that there is a public purpose or interest, and there is sufficient infrastructure. At least fifty (50%) percent of affordable housing units shall be owner occupied. Developer and the City shall follow and comply with any deed restrictions as outlined in Heber City's Affordable Housing Ordinance, and Plan. Payment of a fee in lieu to fulfil this requirement as provided in the Ordinance, is not an option, unless specifically agreed to by the City.

3.7 Village Centers. The Master Plan identifies areas in the Project to be known as "Villages". Holdings and the City have identified three areas that are designated as "Village Centers". Village Centers may have a variety of residential, non-residential, commercial, or mixed residential uses, which may include retail, schools, hotels, churches, parks, club amenities, fire stations, community centers and gathering places. Each Village Center is intended to be unique in its location and connectivity, and is intended to meet the following principles:

1. The centers have the highest densities within the Village area.
2. They are served by a public roadway.
3. They are the center of village activities.
4. They have connectivity to the Master Trails plan in the Project.
5. The Lakeside and UVU Village Centers shall have some commercial development.

3.7.1 Lakeside Village Center. This Village Center will be located along Highway 32 and on the north boundary of the Masterplan and has views of the Jordanelle and Deer Valley. A major collector is planned in this area which gives access to Village 1 and the Village Center for this area. It is also one of the accesses for Villages 3, 4 and 5. The core area will be rough graded and provided with access to adequate utilities to serve the land uses including commercial when the collector is constructed in that area

as shown on the Master Transportation Plan, prior to any further approvals within that Village Center.

3.7.2 UVU Village Center. This Village Center is to be located by the UVU Campus and shown on the Masterplan to the east of the UVU Campus. Highway 40 is the major transportation corridor that serves this Village Center. Its development will be dependent on the development of the area west of the University, which is not owned or controlled by Holdings. The core area will be rough graded and provided with access to adequate utilities to serve the land uses including commercial when the collector is constructed in that area as shown on the Master Transportation Plan, prior to any further approvals within that Village Center.

3.7.3 Jordanelle Mountain Village Center. This Village Center will be located at or near the boundary of Villages 3, 4 and 5. The exact location has yet to be determined. It will be rough graded and provided with access to adequate utilities to serve the land uses including commercial when the collector is constructed in that area as shown on the Master Transportation Plan, prior to any further approvals within that Village Center. This will be the center of activity for the upper Villages.

3.8 Additional Development and Use Provisions

3.8.1 In the appropriate areas and zones of the Project, grazing shall be permitted to reduce fire hazards.

3.8.2 All residential dwellings should comply with the requirements of the Utah Wildland Urban Interface Code applicable to the Project.

3.8.3 As allowed by law, and until development would restrict hunting, in the appropriate areas and zones of the Project, temporary CWMU land management and hunting permits are permitted in and upon the Development and Project.

4. Zoning and Vested Rights.

4.1 Compliance with City Requirements and Standards. Developer and Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the

Project, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this agreement.

4.2 Current Zoning. The City agrees that it will annex the Project under the Mountain Community Zone. The Mountain Community Zone (MCZ-chapter 18.66 of the Heber City Code) was approved by the City Council on August 16, 2018. Changes to this zoning in order to follow the principles of 2050 Envision Heber may be made, but only by mutual consent of the Parties.

4.3 Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, this Agreement vests Holdings with all rights to develop the Project in accordance with this Agreement and the Entitlements without modification or interference by the City, except as specifically provided herein. The Parties intend that the rights granted to Holdings under this Agreement are contractual and that Holdings and Heber City shall also have those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement and the Entitlements granted to Property Owners are “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. §10-9a-509 (2008).

In addition, the Property, and all portions thereof, shall be developed in accordance with the City’s Vested Laws, together with the requirements set forth in this Agreement, in accordance with the following terms and conditions:

4.3.1 City’s Future Laws. Neither the City nor any agency of the City, unless otherwise required by State or Federal law, shall impose upon the Project any ordinance, resolution, rule, regulation, standard, directive, condition or other measure or City’s Future Law that reduces the development rights provided by this Agreement or by the Entitlements. Without limiting the generality of the foregoing, any City’s Future Law shall be deemed to conflict with this Agreement and/or the Entitlements if it would accomplish any of the following results in a manner inconsistent with or more restrictive than the City’s Vested Law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project:

4.3.1.1. limit or reduce the Maximum Development Residential Units authorized under this Agreement;

4.3.1.2. change any land uses or permitted uses of the

Project;

4.3.1.3. limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner; or

4.3.1.4. apply to the Project any City's Future Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations.

4.4 Invalidity. If any of the City's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Property Owners shall cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such stricken provisions and which implements the intent of the Parties in that regard as manifested by this Agreement.

4.5 Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in this Section are subject to only the following exceptions,

4.5.1 Compliance with State and Federal Laws. City's Future Laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project;

4.5.2 Safety and Construction Code Updates. City's Future Laws that are updates or amendments to subdivision standards, building, plumbing, mechanical, electrical, dangerous buildings, drainage, Heber City Engineering Standards and Specifications or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet compelling concerns related to public health, safety or welfare. Notwithstanding the forgoing, the City shall not be entitled to change the street standards set forth in Section 8.8 of this Agreement. In the event that a City safety, or construction code or requirement does not exist for a proposed improvement, the City shall have 45 days to approve an applicable City wide requirement.

4.5.3 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, and Persons similarly situated.

4.5.4 Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.5.5 Countervailing, Compelling Public Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Case Law Utah Code Ann. §10-9a-509(1)(a)(i).

4.6 **Term of Agreement**. The term of this Agreement shall commence on the Effective Date and continue for a period of thirty (30) years (the "Term"), unless it is terminated in accordance with Section 27. The Term may, at Holding's option, be extended for one (1) additional ten (10) year period, provided Holdings is not in material default of any provisions of this Agreement and after providing the City with not less than six (6) month notice. Unless otherwise agreed between the Parties, Holdings vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by the Parties. Upon termination of this Agreement for any reason, the obligations of the Parties to each other created under this Agreement shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, nor will any rights or obligations of Property Owners or the City intended to run with the land be terminated.

4.7 **Moratorium**. In the event the City imposes by ordinance, resolution, initiative or otherwise a moratorium or limitation on the issuance of building permits or the regulatory approval and review of subdivisions for any reason, the Property and the Project shall be excluded from such moratorium or limitation unless the City demonstrates that it is necessary to include the Project within such moratorium or limitation due to circumstances constituting a compelling public interest to protect the health, safety, or welfare of the residents of the City and the moratorium is applied to the entire City. Moreover, such moratorium or limitation shall only apply to portions of the Project for which Property Owners (or their assignee(s), if applicable) have neither applied for nor obtained any building permits, unless a different

result is required under applicable state law. In the event any such moratorium applies to the Project, the City shall inform Holdings of the City's requirements for ending the moratorium with regard to the Project and shall provide the City's reasonable estimate of the duration of such moratorium.

5. **Approval Processes for Development Applications.**

5.1 **Phasing.** The City acknowledges that Holdings, Developers, and Sub-developers who have purchased Parcels of the Property may submit multiple applications from time to time to develop and/or construct portions of the Project in phases.

5.2 **Processing Under City's Vested Laws.** Approval processes for Development Applications shall be governed by the City's Vested Laws, except as otherwise provided in this Agreement. Development Applications shall be approved by the City if they comply with and conform to this MDA and the Entitlements in accordance with and as governed by the process provided in Exhibit G.

5.3 **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications properly completed and accompanied by the appropriate fees, and documents.

5.4 **Outsourcing of Processing of Development Applications.** The City currently reviews the planning part of an application internally, but the engineering review is outsourced. Both the City and Holdings recognize that at some future date the City may review all parts of a Development Application internally. Within fifteen (15) business days after receipt of a Development Application and upon the request of either the Applicant or the City, the Applicant and the City shall confer and determine whether the City and/or the Applicant wishes the City to outsource the review of any aspect of the Development Application to ensure that it is processed in accordance with the Review Schedule set forth in attached Exhibit H. If the City determines that Outsourcing is appropriate to meet the timeline outlined in Exhibit H, the City shall outsource the review. The City will promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the City in good faith consultation with Applicant as applicable (either overtime to City employees or the hiring of a City Consultant). If an Applicant notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, the Applicant shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with the Outsourced work. Upon completion of

the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by the Applicant for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, the Applicant shall, within thirty (30) business days, pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.5 Selection of City Consultants for Review of Applications. The City Consultant undertaking any review by the City required or permitted by this Agreement or the Zoning Ordinance shall be selected by the City as otherwise allowed by City ordinances or regulations. In the event the Applicant notifies the City that it has a conflict with or an objection to the consultant, the City will meet and confer with the Applicant to discuss the Applicant's objections. The City will not select a Consultant that is reasonably opposed by the Developer.

5.6 Non-City Agency Reviews. If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. Notwithstanding the above, the Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions.

5.7 Acceptance of Certifications Required for Development Applications. Any Development Application, improvement plans, construction testing and oversight requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City will therefore accept the application for review. It is not the intent of this Section to preclude the normal process of the City's ability to determine the completeness or "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the Development Applicant shall provide the City with a complete set of plans at the outset of the Application process and the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless changes to the Development Application raise new issues that need to be addressed.

5.8 Additional Expert Review or Special Technical Review for Development Applications. If the City, notwithstanding such a certification

by Applicant's experts, subjects the Development Application to a review by City Consultants, for an Application that is beyond or outside the normal subdivision application, the City shall bear the costs of such review. If the City Consultants determine that the Applicant's expert certification was materially correct, then the City shall bear the cost of the additional review. If the City Consultants determine that the City's requirement of a review was reasonable and made in good faith, then payment of the reasonable and actual costs of the City Consultants' review shall be the responsibility of Applicant. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant so long as the City provided Holdings with at least fifteen (15) business days' advance notice before engaging such experts.

5.9 City Denial of a Development Application. If the City denies a Development Application, the City shall provide a written determination to the Applicant of the reasons for denial, including specifying the reasons the City believes that the Development Application is not consistent with this Agreement and/or the City's Vested Laws (or, to the extent applicable in accordance with this Agreement, the City's Future Laws).

5.10 Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.11 City Denials of Development Applications Based on Denials From Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate Non-City Agency procedures for such a decision and not through the processes specified below.

5.12 Mediation of Development Application Denials.

5.12.1 Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application shall be mediated.

5.12.2 Mediation Process. If the City and an Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue, or general knowledge of the

subject matter in dispute. If the Parties are unable to agree on a single acceptable mediator, each shall, within ten (10) business days, appoint its own representative. These two representatives shall, between them, choose a single mediator. Holdings and the City shall share equally in the cost of the chosen mediator. The chosen mediator shall, within fifteen (15) business days or as promptly thereafter as is feasible, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties.

5.13 Arbitration of Development Application Objections.

5.13.1 Issues Subject to Arbitration. Issues regarding the City's Denial of a Development Application that are not resolved by mediation are subject to arbitration.

5.13.2 Mediation Required Before Arbitration. Prior to any arbitration, the Parties shall first attempt mediation as specified in Sections 5.12.

5.14 Arbitration Process. If the City and an Applicant are unable to resolve an issue through mediation, the Parties shall attempt, within ten (10) business days, to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the Parties are unable to agree on a single acceptable arbitrator, each shall, within ten (10) business days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. The City and the Applicant shall share equally in the cost of the chosen arbitrator. The chosen arbitrator shall, within fifteen (15) business days, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing Party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties. If the arbitrator determines as a part of the decision that either Party's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order such Party to pay the other Parties' Applicant's share of the arbitrator's fees. Default by either Party is described in Section 15 of this Agreement.

5.15 Parcel Sales. Holdings and its successors may sell portions of the Property in a manner that does not create individually developable lots. Such sales shall not be subject to any requirement to complete or provide security for any On-Site Infrastructure or Off-Site Infrastructure at the time of such sale. The responsibility for completing and providing security for completion of any On-Site Infrastructure or Off-Site Infrastructure in the

Parcel shall be that of the Developer or a Sub-developer thereof upon a subsequent re-Subdivision of the Parcel that creates individually developable lots.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this Agreement, an Applicant may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws applicable to that Development Application, subject however to the provisions of this Agreement. The election by Property Owners at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Applicants from relying on submitting other Development Applications under the City's Vested Laws.

7. **Open Space, Regional and Improved Public Parks, and Trails Requirements.** Holdings shall dedicate and convey to the City, or other entity approved by the City, Open Space within the Property as generally shown on the Master Plan, with an estimated minimum acreage of 5,130 acres. The Parties intend that the creation of Open Space will generally maintain a pro rata relationship between the amount of land being developed with a Development Application and the total acreage designated for Open Space. However, Holdings shall be entitled to allocate Open Space requirements to Developers and Sub-developers as portions of the Property are sold, as Holdings may elect, provided Holdings is able to demonstrate to the City's reasonable satisfaction that the overall Open Space requirements will be met. City Approval of Development Applications for each separate Parcel shall include as a requirement that the Applicant donate, designate and dedicate the land required for Open Space as provided in this Agreement, including the Design Guidelines. Any such designation and dedication shall include adequate assurances to the City that the land so designated can and will be used for the dedication and/or construction of any required improvements on the planned Open Space. The classification of a Parcel or a portion of a Subdivision or Commercial Site Plan as Open Space shall be irrespective of whether the land is dedicated to the public, owned by a private entity or by a Homeowners' Association. The donation of land by a Property Owner for a church, school or other public service shall be counted for Open Space. The Open Space may be owned by a Homeowners' Association or may be dedicated to the City or a third party, as provided in Section 7.5, or as otherwise agreed in writing by the Parties. Holdings, Developer or Sub-developers shall be required to dedicate to the City, at least 10 acres of total Improved Open Space for every 1,000 residential units approved. This Improved Open Space shall be developed as public Village Parks or public Regional Parks as described below. The Improved Open Space shall be a part of the 5,130 acres of Open Space required to be conveyed to the City or other entity approved by the City. Any playground areas constructed by local school districts shall not be counted towards the obligation set forth in this paragraph to convey 10 acres of Improved Open Space per every 1,000 residential units approved.

7.1 Neighborhood Parks. Developer and Sub-developers shall locate, dedicate and construct Neighborhood Parks within the subdivisions and neighborhoods so that they specifically serve those respective Project subdivisions/neighborhoods. Neighborhood Parks shall be designed, developed and constructed by Developers or Sub-developers and shall be owned and maintained by private HOAs. Neighborhood Parks may include Open Space, and Improved Open Space sized and developed for the neighborhood. They will be constructed by the Developer as part of the neighborhood phasing plan. Neighborhood Parks shall be managed and maintained by private HOA.

7.2 Village Center Parks. Village Center Parks shall be located in or near and in conjunction with Village Centers, and shall consist of Open Space, and Improved Open Space and amenities that encourage public gatherings. These spaces may be public or private. Any private park or amenity shall be designed, developed and constructed and paid for by the applicable Developer and shall be owned and maintained by HOAs. Each Village Center shall contain at least one public park. The public Village Center Parks shall be designed with City input, but developed and constructed and paid for by the applicable Developer and managed and maintained by City, and shall be open and accessible to the Public. These public parks will be required, as a minimum, to have tot lots, trail connections, landscaping w/ trees, access to public bathrooms, benches and drinking fountains. These parks are intended to be part of the Capital Facilities Plan outlined in Section 8 of this Agreement. The timing of these parks will follow the scheduled outlined in the Capital Facilities plan. Where permissible by Law, the costs to develop and construct such Parks may, with the City's approval, be paid, or supplemented by impact fees. Completion of Village Center Parks shall be in generally the same completion time frame as the Village Centers they serve. These Village Center Parks are part of the Improved Public Parks that are outlined in Section 7. Developer and the City will assess the viability and opportunities for an amphitheater within one of the Village Centers.

7.3 Regional Parks. Regional Parks may be designed, developed and constructed by Holdings, Developer or a Sub-developer, but shall be approved and maintained by the City, or Recreation District, or other agency, and shall be open to the public. Regional Parks shall be platted and paid for on the Property as detailed in the Master Plan, and may be developed in conjunction with schools. Where permissible by law, the costs to develop and construct such Parks shall be paid, or supplemented by impact fees if the Regional Park is identified in the Capital Facilities Plan. Regional Parks may include, but not be limited to, trails, trail head and other Open Space, and

Improved Open Space shall provide for a variety of uses, including but not limited to hiking, biking, equestrian, and cross-country skiing. Holdings, a Developer or a Sub-developer shall design and develop three trail head facilities encompassing paved parking areas, toilet facility, fire pit, signage, and public pavilion. Upon completion of trails, trail head and other Improved Open Space facilities, such facilities shall be dedicated to the City for City ownership and maintenance. Any trails connecting with the overall Trail System throughout the Project, or trails within the Regional Park itself, shall be developed and paid for by Developer. For every 1,200 residential units constructed, one trailhead park shall be constructed by the Developer.

7.4 Existing Open Space Easement. On or about January 23, 2007, JLS Properties, L.L.C. and Jordanelle Ridge, Inc. executed and recorded a declaration of Easement in favor of Wasatch County (the "2007 Easement"). As a condition of the City's approval of the recordation of the first Final Plat in Village two of the Upper Jordanelle Master Plan, or on or before September 30, 2024, whichever is sooner, Holdings shall record a Declaration of Easement substantially similar to the 2007 Easement and covering the 2,752 acres that are subject to the 2007 Easement with Wasatch County to the City, which Easement shall run with the land. The property that is the subject to the 2007 Easement shall be included in the 5,130 acres of Open Space required to be dedicated and conveyed to the City, or other entity approved by the City, as set forth in Section 7 above. The associated open space with each phase of development shall be dedicated to the City as a condition of any approvals for each individual phase. Once dedicated to the City such open space shall run as a covenant with the land in perpetuity forever.

7.5 Notice to the City. Upon the initial filing of a Development Application in which Open Space are located, the Applicant shall provide written Notice to the City of its intent to dedicate the proposed parcels of Open Space as a part of the final recorded instrument approving the Development Application. Within sixty (60) days of receipt of the Notice, the City shall inform the Applicant of whether the City intends to accept dedication of the Open Space. If the City does not intend to accept dedication of the Open Space, the City shall notify Applicant of its decision. The City's notification that it does not intend to accept dedication of the Open Space shall constitute a waiver of its right to receive an outright conveyance of fee title to that parcel. If the City does not accept dedication of the Open Space for any reason, such Open Space shall be offered to a conservation organization, a Homeowners Association or another entity reasonably acceptable to the City.

7.6 Dedication of Open Space, Local Parks or Trails. Dedication of Open Space, Local Parks and/or Trails to the City shall be by plat recordation or by dedication by deed from the applicable Property Owner which shall be without any financial encumbrance or other encumbrance (including easements) which unreasonably interferes with the use of the property for Open Space, Local Parks and/or Trails. In the event trail are established solely for the internal use by residents or a HOA, no public easement shall be granted by Holdings. However, all such trails shall be accessible to the public.

7.7 Maintenance of Open Space, Local Parks and Trails. Except as otherwise specifically provided in this Agreement, upon acceptance by the City of the proffered Open Space and after formal possession, the City shall be responsible for maintaining the Open Space after final inspection and acceptance of the improvements to the Open Space if any. If the Open Space are dedicated to an entity other than the City, the dedication shall provide for the maintaining the Open Space.

7.8 Out-of-Sequence Dedication of Open Space, Local Parks and/or Trails. As a part of the consideration of any Development Application, the City may reasonably request the dedication of and/or grant of a conservation easement for Open Space designated in the Master Plan not associated with that Development Application but under common ownership with the portion of the Property subject to the Development Application. The Applicant shall grant the request if the requested out-of-phase dedication of Open Space, does not create unreasonable, significant costs or undue and unreasonable financial expense to Property Owners, as demonstrated by empirical evidence from the Applicant, that would not normally be incurred with the current phase under development. The amount and location of any accelerated dedication of Open Space shall be subject to the Applicant's or other affected Property Owners' approval, which approval shall not be unreasonably withheld.

7.9 Projects for Public/Quasi-Public Purposes. Holdings, Applicant or Developer shall dedicate to City 10 acres of land, site or sites to be determined mutually, for use in municipal services and or delivery of such services to Project area(s). If City does not use such property, the property will remain as open space. If the City so desires, in its discretion it may locate and purchase land at a negotiated price, for civic purposes, such projects including but not limited to fire and police substations, schools, public works, and affordable housing projects, within the Property at a negotiated price. In the event that condemnation is used to obtain additional land beyond what is specified in this Section 7.9, for its civic or quasi- civic

project, the affected Property Owner shall be entitled to not only the fair market value of the land taken but shall also be entitled to additional consequential and incidental damages that may result, including any limitations on the development or use of any other property that may be affected by such project. Any such proposal shall in no way diminish the ability of the Property Owner to exercise any of its rights as outlined under this Agreement and the market and salability of any units within the Project. If for any reason the Property Owner conveys any property not developed by Property Owners to be used by the public or for a quasi-public use, such conveyance of property shall not in any way affect or diminish the Maximum Residential Units. Rather, the Residential Units that were planned to be developed on the property to be purchased may be used in any other portion of the Project.

7.10 Tax Benefits. The City acknowledges that Property Owners may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring Open Space and/or Trails to the City or to a charitable organization. Property Owners shall have the sole responsibility to claim and qualify for any tax benefits sought by Property Owners by reason of the foregoing. The City shall reasonably cooperate with Property Owners to the maximum extent allowable under law to allow Property Owners to take advantage of any such tax benefits.

8. Public Improvements.

8.1 Utilities and On-Site Infrastructure. The City acknowledges that Holdings has prepared an Infrastructure Plan and will help the City draft Capital Facilities Plan to service Project. The Parties acknowledge that there will be a Capital Facilities Plan for the Public Infrastructure approved and adopted by the City. Holding shall reimburse the City for the cost of final preparation of the Capital Facilities Plan. It is understood that all infrastructure detail is not known as of the Effective Date of this Agreement. However, when the Project progresses to the Village or Phase development approval stages, Holdings or its successor Property Owner or Property Owners will provide the City with an Infrastructure Subarea Masterplan, which may include Village Centers, but shall be subject to approval by the City. No Village or Phase approvals shall be granted without City approvals of such submissions. The Property Owners shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in phases, the On-Site and Off-Site Infrastructure according to the Capital Facilities Plan that is necessary to support the development proposed within a specific Development Application. If any Property Owners elect to construct any On-Site Infrastructure or Off-Site Infrastructure required by

the Capital Facilities Plan as a condition of approval of a Development Application, the Property Owner shall pay the cost thereof, subject to its reimbursement rights set forth in Section 8.2. The City shall comply with the statutory processes and all other applicable laws, rules, and regulations governing such work. Parties contemplate that subdivisions will be served by a sanitary sewer system. Property Owners may petition the County Health Department to allow the installation of septic systems for portions of a subdivision, in lieu of sanitary sewer systems, in cases where the Developer, City, and County Health Department deem a sanitary sewer system to be impractical at the time a Development Application is submitted.

8.2 Excess Improvements/Upsizing. Any infrastructure requested by the Developer, or required by the Development shall be the responsibility of the Developer. The City and Holdings acknowledge and agree that, as a part of the Capital Facilities Plan, certain portions of the infrastructure improvements shown on the Capital Facilities Plan (including both On and Off-site Infrastructure) may need to be enlarged, increased or otherwise “upsized” or upgraded (collectively, the “**Excess Improvements**”) at the request of the City or other responsible provider to serve, directly or indirectly, developments or future developments on land areas outside of the Project’s boundaries or owned by parties other than Property Owners (collectively, the “**Benefitted Property**”). In recognition of the foregoing, and as a material inducement to the execution of this Agreement by Holdings:

8.2.1 Reimbursements. The City agrees that it shall reimburse the applicable Property Owners for, or to the extent permissible under then-applicable law and as identified in the approved Capital Facilities Plan, costs incurred by the applicable Property Owners in the construction of Excess Improvements. Subject to the City’s approval, Property Owners may, from time to time, oversize and/or install and construct portions of the infrastructure specified in the Infrastructure Plan that are System Improvements. The City shall ensure that Property Owners, as applicable, are reimbursed for actual costs from impact fees for oversizing. City shall also make available reimbursement/pioneering agreements to reimburse Property owners for installing off-site System Improvements to serve their property for the base facility size as required by State law.

8.2.2 Credits. To the extent that any reimbursements paid to a Property Owner pursuant to the Reimbursement Procedures do not fully reimburse Property Owners for the amounts expended or costs incurred by the Property Owner in the construction of the Excess

Improvements, City shall credit the applicable Property Owner up to the value of such deficiency against the Project Impact Fees applicable to the Project.

8.2.3 Backbone Improvements. Compensation to Property Owners for any “upsizing” of the Backbone Improvements that are not included in the approved Capital Facilities Plan shall be agreed to by Property Owners and the City as a part of the plan for financing the construction of such Backbone Improvements. The Developer will encourage all construction trucks or equipment to access the development projects from access points along Highways 40 and 32 including the UDOT approved access points.

8.3 Variations between Infrastructure Plan, Capital Facilities Plan and any City’s Future Capital Facilities Plans. The Parties acknowledge that the City may adopt a new or amended Capital Facilities Plans. Additionally, the City may adopt new or amended Impact Fee ordinances as permitted by State Law for the collection of Impact Fees to pay for the construction of parts or all of the Backbone Improvements. The new Capital Facilities Plan shall in no way limit or reduce the Maximum Development Residential Units authorized under this Agreement; change any land uses or permitted uses of the Project; limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement and relevant sections of the Zoning Ordinance are satisfied. The Capital Facilities Plan and any future Capital Facilities Plan may differ from the Infrastructure Plan. As a part of the approval of a Development Application, the City may require Property Owners to build portions of the Backbone Improvements as shown on the Capital Facilities Plan (after it is adopted) instead of as shown on the Infrastructure Plan. However, the Property Owners shall not be required to build any such Backbone Improvements pursuant to the Capital Facilities Plans that exceed the facilities shown on the Infrastructure Plans unless Infrastructure Plan Facilities are inadequate to meet the development needs, per City Standards, and unless the City and the Property Owners have executed an agreement providing for the reimbursement of the pro rata costs based upon the method of determining impact fees for the construction of Backbone Improvements in excess of that needed to serve the development, and as permitted under reimbursements of this Agreement. If the Parties cannot reach agreement on the terms of a reimbursement agreement, the terms of such a reimbursement agreement shall be subject to the mediation and arbitration provisions of Sections 5.12 and 5.13. Notwithstanding the above, nothing herein obligates the City to pay for the minimum backbone infrastructure needed for the

Development.

8.4 No Additional Off-Site Infrastructure Requirements.

Notwithstanding anything to the contrary in the City's Vested Laws, the City shall not, directly or indirectly, charge Developers or Sub-developers, or any of their respective affiliates or successors, any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure not contemplated in the Capital Facilities Plan, or subsequent updates to said Plan. However, any and all such development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for On-Site Infrastructure, shall be borne by Developers and Sub-developers, or any of their respective affiliates or successors, or residents, regardless of whether they are off-site or on-site, pursuant to the Capital Facilities Plan. In the event that Developer or Sub-developer is required to build Off-Site, in the event pioneering agreements are used, or impact fees are generated, the City would collect the pro-rata share from future, benefitting developers.

8.5 Modifications of Infrastructure Locations and the Boundaries of the Development Areas.

The City acknowledges that the exact locations of On and Off-Site Infrastructure and the boundaries of the Parcels are conceptual in nature and that additional surveying, engineering and similar studies are needed to finalize lot locations, road and utility alignments as well as road and utility sizing. Therefore, Parcel boundaries, road and utility alignments and, subject to the requirements of this Agreement, infrastructure sizing may be further modified and revised upon the City's approval of subsequent Development Applications in accordance with subsequent subarea infrastructure masterplans that will be prepared by Developer for each Village area, and the City's Vested Laws.

8.6 Utilities Provided by the North Village Special Service District (NVSSD) and the Jordanelle Special Service District (JSSD).

The Parties acknowledge that the Project is currently served by the NVSSD and the JSSD for sewer and water, including secondary water. It is the intent by both Parties that the NVSSD and the JSSD shall continue to serve the project for these utilities through such service districts as long as they have capacity and capable of serving. The Developer shall provide Commitment Letters from JSSD and NVSSD for the plat being served before final approval for that particular plat is granted. If at any time it is deemed unfeasible to have JSSD or NVSSD serve the Project, the Developer shall secure other service providers. The City shall not be liable or responsible to provide such services.

8.7 Water Rights.

Developers shall be required to comply with the NVSSD and NVSSD water policies generally applicable to all of their

customers.

8.8 Streets. Streets shall follow the Master Transportation Plan and Roadway Cross Sections Plan as identified in Exhibit D. All neighborhood streets should have a minimum asphalt width of 20 feet for private streets and alleys and 32 feet for public streets. In general, streets shall be designed to meet the level of travel, safety and service, while incorporating principles of traffic calming and pedestrian compatibility, such as tree-lined streets with pedestrian ways and linkages, decreasing the need for pavement width by spreading traffic through a grid or modified street hierarchy system. Holdings will first assess utilization of round-a-bouts at all collector intersections, with slopes three (3%) percent or lower, before using traditional intersections. The City shall be responsible to maintain all of the improvements within the public rights of way on streets larger than a Residential Local unless otherwise agreed by the parties. In general, all neighborhoods shall have two points of access as required by City's Vested Laws. This can be achieved by one or more of the following methods:

- (i) Neighborhoods shall connect to a residential local or larger street, as shown on Exhibit D;
- (ii) A grade-separated divided roadway with minimum lane widths of 20 feet; and
- (iii) Uses of a temporary emergency access roads. (These roads will be maintained by the HOA.)

The use of one or more cul-de-sac streets within a development in the Property will be allowed where:

- (i) Portions of the land otherwise meeting ordinary use requirements would not be reasonably accessible without a cul-de-sac due to topographical, hydrological or other unique limiting conditions; and
- (ii) Cul-de-sacs shall meet the requirements of the City's Vested Laws with cul-de-sacs not exceeding 1300 feet, or as permitted by State Law, the International Fire Code including Appendix D of said code, and the Wild Urban Land Fire Code, unless a greater distance is authorized by the City, at the City's sole discretion, to allow for snow and solid waste removal and emergency traffic. Private areas and gated streets are allowed as long as adequate emergency vehicle access can be maintained as determined by the fire district. The overall

design should promote lower design speeds.

9. **Cable TV/Fiber Optic Service.** Subject to all applicable federal and state laws, Property Owners shall install or cause to be installed all underground conduits necessary and make available a minimum of one cable service/fiber optic communication provider, or other comparable information and communication service provider, within the Project at no expense to the City. As an alternative, the City may permit the individual lot owners to contract with another such service providers on their own. In such case, Developer's obligation to provide such service would no longer be required. The conduits, cable, lines, connections and lateral connections shall remain the sole and exclusive property of Property Owners or cable/fiber optic communication provider even though the roadways in which the cable/fiber optic lines conduits, connections and laterals are installed may be dedicated to the City. Property Owners may contract with any cable TV/fiber optic and other communication provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic and other communication services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and fees with respect to such cable service and fiber optic and other communication lines as allowed under an applicable City ordinance or state law.

10. **CC&R's.** As more fully set forth in the CC&R's, Property Owners shall create and establish one or more Homeowners' Associations, which shall be responsible for the implementation and enforcement of the CC&R's and the Design Guidelines, including but not limited to architectural reviews, water efficiency, wildfire education, open space, and private street maintenance. Recordation of the CC&Rs and creation of such Homeowners' Associations shall be required at the time of final plat review and approval. They shall be recorded both with the County and City Recorders. The City shall not be responsible for the implementation and/or enforcement of any such CC&R's and Design Guidelines. The CC&R's may be amended by the processes specified in the CC&R's without any requirement of approval of such amendments by the City. Prior to the issuance of any building permits for residential, business, commercial or recreational use, but excluding On or Off-Site Infrastructure or other infrastructure proposed by Property Owners, the architectural control committee established by the CC&R's shall certify that the proposed Development Application complies with the Design Guidelines.

11. **Fees & Bonding.**

11.1 **General Requirement of Payment of Fees.** The City acknowledges its fees are subject to applicable State law. The City's impact fee requirements will be set forth in the City's approved Capital Facilities Plan for the Project area to be developed subsequent to this Agreement and incorporated herein.

11.2 **Limitations on New Development, Review or Impact Fees.** The

Project shall not be made subject to any new development, review or impact fees or impositions enacted after the Effective Date unless: (a) the amount charged has been determined in accordance with all applicable state laws; and (b) it is directly or in practical effect, proportionate to the costs incurred by the City from the Project, and it is imposed and used to mitigate an impact caused solely by the development of the Project.

11.3 Impact Fees for Open Space. In view of the significant amount of Open Space in the Property, any fees assessed, charged or levied by the City, including, without limitation, Impact Fees, shall be applicable only on those areas of the Property intended for development. Open Space shall not be subject to Impact Fees.

11.4 Warranty Bonding. To the extent other public financing vehicles are not available for any on or off-site, publicly dedicated infrastructure or similar improvements for the Project, Property Owners, Developers or Sub-developers, as applicable, shall provide performance or warranty bonds, per the Heber City Code, in the form of letters of credit, cash or set aside agreements (all forms approved by the City) in relation to any on or off-site, publicly dedicated infrastructure or similar improvements for the Project (the "Security"), including, without limitation, roads, curb and gutter, storm drains, sewer, water, street lighting, signs, sidewalks, landscaping within public rights of way, public open space, public parks and trails. Notwithstanding anything to the contrary under the City's Vested Laws, Property Owners shall not be required to post any such security for any privately-owned infrastructure or improvements, not necessary for public health and safety, including, without limitation, landscaping for any private open space areas, private recreational facilities or similar amenities. The Security required under this section shall otherwise conform to the requirements of State Law.

12. Construction Standards and Requirements.

12.1 Building Permits. No buildings or other structures that require permits, shall be constructed within the Project without the Developer or Sub-developer first obtaining building permits. Developers and Sub-developers may apply for and obtain a grading permit following conceptual Site Plan approval or a subdivision Site Plan if the Developers or Sub-developers, as applicable, have submitted and received approval of a site-grading plan from the City Engineer in accordance with the City's Vested Laws.

12.2 City and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures

or other work or improvements upon any portion of the Project, a Developer or Sub-developer shall, at their expense, secure, or cause to be secured, any and all permits which may be required by the City under the City's Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developers Sub-developers in seeking to secure such permits from other governmental entities.

13. **On-Site Processing of Natural Materials.** Property Owners may use the natural materials located on the Project, including, without limitation, sand, gravel and rock, and may process such natural materials into construction materials, including, without limitation, aggregate or topsoil, for use in the construction of On and Off-Site Infrastructure, commercial buildings, residential structures, or other buildings or improvements located in the Project and other locations outside the Project. Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Any on-site grading performed by Developers or Sub-developers can be accomplished with a grading permit approved by the City. Notwithstanding this provision, this does not permit the construction of any subdivision or site-specific improvements prior to the approvals as outlined in the Subdivision or Construction Process set forth in Exhibits G and H. Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Any such uses shall not be considered gravel pits.

14. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project at the same levels of service, and on the same terms and rates as provided to other residents and properties in the City, unless such services are provided by other entities, or, because of the unique topography, location or other special or unique circumstances in the area covered by this Agreement, the cost to provide such services is higher than the like property rate throughout the City, and the City is able to demonstrate by empirical evidence, that such costs are a result of substantive additional or increased costs of municipal services, or financial burden to the City, then such additional costs, including but not limited to those required for additional special fire or police services, may be passed on to the Property Owners by way of special municipal service zonal fees, or some other equivalent of such fees. The City may charge such increased rate fees to Property Owners with respect to the Project, Phase, or sections of a Phase proportionate to their share of the increased cost.

15. **Default.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following the receipt of written notice of such failure from the other party (unless such period is extended by mutual written consent, and subject to Sections 15.2 through 15.4), shall constitute a

“Default” under this Agreement. Any notice given pursuant to the preceding sentence (**“Asserted Default Notice”**) shall comply with Section 15.1.

15.1 Notice. If a Property Owner or the City causes an event which remains uncured for a period of thirty (30) days, this would constitute a Default of this Agreement. The Party claiming a Default shall provide a written Asserted Default Notice to the other Party.

15.1.1 Contents of the Asserted Default Notice. The Asserted Default Notice shall:

15.1.1.1. Claim of Default. Specify the claimed event of Default;

15.1.1.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

15.1.1.3. Specify Materiality. Identify why the claimed Default is claimed to be material; and

15.1.1.4. Proposed Cure. Specify the manner in which said failure may be satisfactorily cured.

15.2 Cure. Following receipt of an Asserted Default Notice, the defaulting Party shall have sixty (60) days in which to cure such claimed Default (the “Cure Period”). If more than 60 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence.

15.3 Meet and Confer, Mediation, Arbitration. Upon the failure of a defaulting Party to cure a Default within the Cure Period or in the event the defaulting Party contests that a Default has occurred, the Parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 5.10 and 5.13. If the claimed Default is subject to Arbitration as provided in Section 5.13, the Parties shall engage in Arbitration as provided in Section 5.13.

15.4 Remedies. If the Parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration, the Parties shall have the following remedies:

15.4.1 **Legal Remedies.** Legal Remedies available to both Parties shall include all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages. In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Nothing in this section is intended to, nor does it limit Developer's or City's right to such legal and equitable remedies as permitted by law. It is specifically acknowledged by both Parties that neither Party waives any such rights for legal and equitable remedies.

15.4.2 **Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

15.4.3 **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of that portion of the Property owned by the defaulting Property Owner.

15.5 **Public Meeting.** For any Default by a Property Owner, before any remedy in Section 15.4.3 may be imposed by the City, Property Owners shall be afforded the right to attend a public meeting before the Council and to address the Council regarding the claimed Default.

15.6 **Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record in a public meeting that a Default by Property Owners materially impairs a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a Default would also impair a compelling, countervailing interest of the City, the City may impose the remedies of Section 15.4.1., without the requirements of Sections 15.3. The City shall give Notice to Property Owners in accordance with the City's Vested Laws of any public meeting at which an emergency Default is to be considered and Property Owners shall be allowed to attend such meeting and address the Council regarding the claimed emergency Default.

15.7 **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

16. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Property Owners:

RE Investment Holdings, L.L.C.
Attn: Greg Taylor
6900 S. 900 E., #230
Midvale, Utah 84047

To the City:

City of Heber
Attn: City Recorder
25 North Main Street
Heber, Utah 84032

16.1 Effectiveness of Notice. Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

16.1.1 Physical Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.

16.1.2 Electronic Delivery. Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice.

16.1.3 Mail Delivery. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

16.1.4 Change of Notice Address. Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

17. Administrative Amendments.

17.1 Allowable Administrative Applications: The following modifications to this Agreement may be considered and approved by the Administrator.

17.1.1 **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

17.1.2 **Design Guidelines.** Modifications of the Design Guidelines.

17.1.3 **Development Unit Allocations.** Any allocation of Development Unit densities to be made by Holdings or its successors.

17.1.4 **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

17.2 **Application to Administrator.** Applications for Administrative Amendments shall be filed with the Administrator.

17.2.1 **Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Amendment, the Administrator may require the Administrative Amendment to be processed as a Modification Application.

17.2.2 **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

17.2.3 **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the City Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the City Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 45-day period set forth in Section 17.2.2. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

17.2.4 City Council Requirement of Modification Application Processing. If the City Council requires the proposed Administrative Amendment to be considered by the City Council as a Modification Application, it shall, within two (2) business days after the first City Council meeting following notification by the Administrator pursuant to Section 17-2-3 above, notify the Administrator that the Administrative Amendment must be processed as a Modification Application, and that the City Council shall be the final determining body for any and all Modification Applications.

17.2.5 Appeal of Administrator's Denial of Administrative Amendment. If the Administrator denies any proposed Administrative Amendment, the Applicant may process the proposed Administrative Amendment to the City Council for final adjudication. The City Council shall be the final determining body for any and all Modification Applications.

18. Amendment. Except for Administrative Amendments, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes:

18.1 Submissions of Modification Applications. Only the City or Holdings or an assignee of Holdings that succeeds to all of the rights and obligations of Holdings under this Agreement may submit a Modification Application.

18.2 Modification Application Contents. Modification Applications shall:

18.2.1 Identification of Property. Identify the property or properties affected by the Modification Application.

18.2.2 Description of Effect. Describe the effect of the Modification Application on the affected portions of the Project.

18.2.3 Identification of Non-City Agencies. Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

18.2.4 Map. Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and Density of all such properties.

18.2.5 Fee. Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of

processing the Modification Application.

18.3 Mutual Cooperation in Processing Modification Applications.

Both the City and Applicants shall cooperate reasonably in promptly and fairly processing Modification Applications.

18.4 Planning Commission Review of Modification Applications.

18.4.1 Review. All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application. The City shall not be required to begin its review of any application unless and until the Applicant has submitted a complete application.

18.4.2 Recommendation. The Planning Commission's vote on the Modification Application shall be only a recommendation.

18.5 Council Review of Modification Application. After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

18.6 Council's Objections to Modification Applications. If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this Agreement and/or the City's Vested Laws (or, only to the extent permissible under this Agreement, the City's Future Laws).

18.7 Mediation of Council's Objections to Modification Applications. If the Council and Property Owners are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator, each shall, within seven (7) days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single mediator. Property Owners shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties.

19. **Estoppel Certificate.** Upon twenty (20) days prior written request by a Property Owner, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Property Owner is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by the Property Owner. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

20. **Attorney Fees and Costs.** In the event of the failure of either Party hereto to comply with any provision of this Agreement, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees, investigating such actions, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

21. **Entire Agreement.** This Agreement and all Exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

23. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Property Owner. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties, including but not limited to JSSD or NVSSD, concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

24. **Assignability.**

24.1 **Transfer to Developers and Sub-developers.** Notwithstanding anything to the contrary in this Agreement, Holdings or its successor may sell any portion of the Property to one or more Developers and/or Sub-developers at any time from and after the Effective Date. Each such transferred portion of the Property (each, a "**Development Property**") shall be developed by the Developer and/or Sub-developer in accordance with and subject to the terms hereof, including, without limitation, the following:

24.1.1 Developer or Sub-developer shall assume in writing for the benefit of the City and Property Owners all of the obligations and

liabilities of Property Owners hereunder with respect to the Development Property;

24.1.2 Developer and Sub-developer shall be afforded the rights of Property Owners granted hereunder in respect of the applicable Development Property, including, without limitation, any rights of Property Owners in and the impact fee credits and/or reimbursements pertaining to such Development Property; provided, however, that unless Holdings otherwise agrees in writing, Developer and/or Sub-developer shall not, in each case without the prior written consent of Holdings, which may be granted or withheld in Holdings' sole discretion:

(i) submit any design guidelines to the City in respect to the Development Property and/or propose any amendments, modifications or other alterations to the Design Guidelines or any other design guidelines previously submitted by Holdings Owners to the City in respect of the Development Property;

(ii) process any Final Plats, site plans or Development Applications for the Development Property and/or propose any amendments, modifications or other alterations of any approved Final Plats, site plans, and/or Development Applications procured by Holdings for the Development Property; or

(iii) propose any amendments, modifications or other alterations to this Agreement.

24.1.3 The City agrees not to accept or process any of the foregoing matters from a Developer and/or Sub-developer unless the matter has been approved by the owner of the Development Property.

24.1.4 Holdings shall not amend, modify or alter this Agreement or the Design Guidelines, or any Final Plats, Development Agreements and/or site plans approved for the Development Property in a manner that would materially interfere with Developer and/or Sub-developer's rights hereunder in respect of such Development Property, in each case without Developer and/or Sub-developer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

25. **Effect of Breach.** Notwithstanding any other provision of this Agreement,

no breach or default hereunder, by any Person succeeding to any portion of a Property Owner's obligations under this Agreement shall be attributed to Property Owner. Nor may a Property Owner's rights hereunder be canceled or diminished in any way by any breach or default by any such Person. No breach or default hereunder by a Property Owner shall be attributed to any Person succeeding to any portion of such Property Owner's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by such Property Owner. During the development of the Project, until final approval of and dedication to the City, Developer, Owners or Owners, and their assigns, transferees, and sub-developers shall maintain the City as an additional named insured where reasonably possible, and without adding unreasonable cost, on any relevant or applicable liability insurance associated with the Project.

26. **Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any Person that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any notice of default given to a Property Owner or a Sub-developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Property Owner or a Sub-developer, as applicable, any notice of default or determination of noncompliance given to the Property Owner or such Sub-developer. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's notice. If such default or noncompliance is of a nature that it can only be cured or remedied by such a Mortgagee upon obtaining possession of the Property, then such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall within 90 days after obtaining possession cure or remedy such default or noncompliance. If such default or noncompliance cannot with diligence be cured or remedied within either such 90 -day period, then such Mortgagee shall have such additional time as may be reasonably necessary to cure or remedy such default or noncompliance if such Mortgagee commences such cure or remedy during such 90 -day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

27. **Termination.**

27.1 This Agreement shall be terminated and of no further effect upon the

occurrence of any of the following events:

- (i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.6;
- (ii) Completion of the Project in accordance with the Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Entitlements and this Agreement;
- (iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated upon the issuance by City of a certificate of occupancy for such dwelling or other structure;
- (iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement,
- (v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement, or
- (vi) in the event that Developer or the project are in default, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this MDA, and relevant State and Federal Laws not fulfilled or are violated, after appropriate default notices and cure provisions of this MDA.

27.2 Notice of Termination. City shall, upon written request made by Developer or Developer's successor(s) or assign(s) or any Owner to City's Planning Director, determine if the Agreement has terminated with respect to any parcel or lot at the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer or Developer's successor(s) or assign(s) or any Owner's request record a notice of termination that the Agreement has been terminated. The aforesaid notice may specify, and Developer or Developer's successor(s) or assign(s) and Owners agree, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of the Agreement as to any parcel or lot at the Property shall not affect Developer or Developer's successor(s) or assign(s) or any Owner's rights or obligations

under any of the Entitlements and Subsequent Entitlements, including but not limited to, the General Plan, Specific Plan, Zoning Ordinance and all other City policies, regulations, and ordinances applicable to the Project at the Property. City may charge a reasonable fee for the preparation and recordation of any notice(s) of termination requested by Developer or Developer's successor(s) or assign(s) or any Owner.

27.3 Partial Termination. In the event of a termination of this Agreement with respect of any portion of the Property, any then-existing rights and obligations of the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of the Default Paragraph 15, the expiration or termination of this Agreement shall not result in any expiration or termination of any Entitlement then in existence, without further action of City.

28. Insurance and Indemnification. Each Property Owner shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Property Owner, its agents or employees pursuant to this Agreement, unless caused by the City's negligence or willful misconduct.

29. Hazardous, Toxic, and/or Contaminating Materials. Each Owner shall defend and hold the City and its elected and/or appointed boards, officers, agents, employees and consultants harmless from any and all claims, liabilities, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence and removal, or caused by the introduction of hazardous, toxic and/or contaminating materials by such Property Owner on the Project or arising out of action or inactions of Developer, except where such claims, liability costs, fines, penalties and charges are due to the actions of the City or its elected or appointed boards, officers, agents, employees or consultants.

30. Binding Effect. If Holdings or another Property Owner conveys any portion of the Property to one or more Sub-developers, the property so conveyed shall have the same rights, privileges, Intended Uses, configurations, and Density, and shall be subject to the same limitations and rights of the City, applicable to such property under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

31. No Waiver. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

32. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

33. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

34. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

35. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Holdings each shall designate and appoint a representative to act as a liaison between the City and its various departments and Holdings. The initial representative for the City shall be City Manager, or his designee and the initial representatives for Holdings shall be Michael Bradshaw and Greg Taylor. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

36. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

37. **Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

38. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, Exhibit E, shall not be recorded. A secure copy of Exhibit E shall be filed with the City Recorder and each Party shall also have an identical copy. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of

the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of Property Owners hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

39. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Ordinance No. 08-26 adopted by the City on December 18, 2008. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

40. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

41. **Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

42. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Execution Date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

and year first herein above written.

PROPERTY OWNER

RE Investment Holdings, L.L.C.,
a Utah limited liability company

By: RE Management, L.L.C.

Its: Manager

By:

Name:

Its:

Greg Taylor
Greg Taylor
Manager

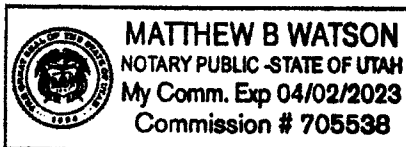
PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)

:§.

CITY OF South Jordan)

On the 14th day of June, 2020, personally appeared before me
Greg Taylor, who being by me duly sworn, did say that he is the
Manager of RE Management, LLC, the Manager of RE Investment Holdings, LLC, a Utah
limited liability company, and that the foregoing instrument was duly authorized by the
company at a lawful meeting held by authority of its operating agreement and signed in
behalf of said company.



[Signature]
NOTARY PUBLIC

CITY

Heber City, a political subdivision of the State of Utah

By: Kelleen Potter

Name:

Its: Mayor

Approved as to form and legality:

City Attorney

By: [Signature]

Attest:

City Recorder

By: Irina W. Cook



CITY ACKNOWLEDGMENT

STATE OF UTAH)

:§.

CITY OF HEBER)

On the 24th day of June, 2020, personally appeared before me Kelleen Potter who being by me duly sworn, did say that she is the Mayor of City of Heber, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body.

Alicia J. Fairbourne
NOTARY PUBLIC

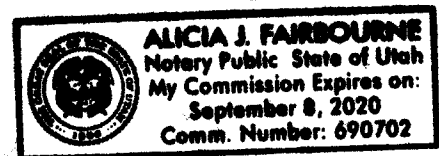


TABLE OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	City Zoning Map
Exhibit "C-1":	Infrastructure Plan
Exhibit "C-2":	Master Plan
Exhibit "D":	Master Transportation Plan & Roadway Cross-Sections
Exhibit "E":	City's Vested Laws (Intentionally Left Blank)
Exhibit "F":	Design Guidelines
Exhibit "G":	Subdivision/ Site Plan Process & Review Schedule
Exhibit "H"	Construction Process & Review

Exhibit A

Legal Description of The Property

Legal Description of Parcels

0-0000-5244 OWC-0500-1-016-035

RE INVESTMENT HOLDINGS LLC Acres: 331.83

BEGINNING AT THE SW CORNER OF SEC 16 T3S R5E SLM: N0-28-24W 4458.16; S40-38-44E 359.11; S82-30-9E 1665.02; S54-0-35E 2199.87; S6-19-38W 970.48; S43-9-34E 715.13; S26-1-6E 799.53; S0-5-54W 210.27; S17-39-42E 267.5; S89-55-38W 4441.57 TO THE BEGINNING. AREA: 331.83 ACRES +/-

00-0007-6922 OWC-0460-0-004-035

RE INVESTMENT HOLDINGS LLC Acres: 300.00

BEG N 538 FT FR SW COR SEC 4, T3S, R5E, SLM; N TO NW COR SD SEC; E TO N1/4 COR; S TO S1/4 COR; W 1429.88 FT; N 538 FT; W1212 FT TO BEG. AREA: 321.02 ACRES LESS JDR-RA-7 21 ACRES RT A 214-349 NET AREA: 300 ACRES MORE OR LESS

00-0007-6997 OWC-0468-0-005-035

RE INVESTMENT HOLDINGS LLC Acres: 38.30

BEGINNING AT THE SW CORNER OF SEC 5 T3S R5E SLM: N0-0-17E 2145.32; S58-57-47E 867.03; S4-0-8E 950.02; S29-30-33E 862.24; S89-59-27W 1234.08 TO THE BEGINNING. AREA: 38.3 ACRES +/-

00-0007-7177 OWC-0486-0-008-035

RE INVESTMENT HOLDINGS LLC Acres: 277.36

BEGINNING AT THE SW CORNER OF SEC 8 T3S R5E SLM: N0-24-15W 5352.09; S89-51-45E 1185.58; S19-36-42E 3291.44; S28-5-47E 1398.42; S69-1-23E 574.98; S75-27-32E 810.17; S41-1-9E 767.28; S89-40-32W 4735.92 TO THE BEGINNING. AREA: 277.36 ACRES +/-

00-0007-7185 OWC-0487-0-009-035

RE INVESTMENT HOLDINGS LLC Acres: 640.00

ALL SEC 9, T3S, R5E, SLM. AREA: 640.00 ACRES

00-0007-7201 OWC-0489-0-010-035

RE INVESTMENT HOLDINGS LLC- Acres: 200.00

W1/2W1/2 & SE1/4SW1/4 SEC 10, T3S, R5E, SLM. AREA: 200.00 ACRES

00-0007-7219 OWC-0490-0-010-035

RE INVESTMENT HOLDINGS LLC Acres: 80.00

E1/2SE1/4 SEC 10, T3S, R5E, SLM. AREA 80 ACRES

00-0007-7227 OWC-0491-0-011-035

RE INVESTMENT HOLDINGS LLC Acres: 305.44

BEGINNING SW CORNER SEC 11 T3S R5E SLM: N.01°05'32"W.2852.99FT; N.89°56'41"E.168.23FT; S.07°50'27"E.336.74FT; E.47.71FT; ALONG THE ARC OF A 325FT RADIUS CURVE TO THE RIGHT 103.35FT (CHORD BEARS S.77°56'51"E.); S.68°50'09"E.87.42FT; S.69°26'33"E.16.19FT; N.19°57'56"E.75.12FT; N.77°13'58"E.382.08FT; N.71°36'20"E.326.04FT; N.46°07'25"E.606.81FT; S.49°38'56"E.215.87FT; N.71°10'16"E.38.49FT; S.50°52'03"E.128.44FT; S.55°16'25"E.580.85FT; N.85°02'50"E.853.51FT; N.85°09'21"E.179.76FT; S.79°32'28"E.241.12FT; S.64°13'0"E.123.53FT; S.78°13'46"E.196.46FT; S.63°28'13"E.190.24FT; S.51°12'58"E.150.56FT; S.74°11'45"E.131.03FT; S.65°41'25"E.182.39FT; S.45°14'54"E.415.2FT; S.27°05'57"W.207.09FT; ALONG THE ARC OF A 775FT RADIUS CURVE TO THE LEFT 100.5FT (CHORD BEARS S.66°36'42"E.); N.26°34'55"E.214.03FT; N.54°08'38"E.177.88FT; N.65°59'48"E.169.12FT; N.74°53'17"E.97.11FT; S.02°32'49"E.2135.03FT; N.89°44'42"W.5353.64FT TO THE BEGINNING. AREA: 305.44 ACRES+-

00-0007-7243 OWC-0493-0-012-035

RE INVESTMENT HOLDINGS LLC Acres: 402.23

BEGINNING NW CORNER SEC 12 T3S R5E SLM: S.89°29'38"E.5570.46FT; S.02°18'33"E.4972.05FT; S.02°21'03"W.374.33FT; N.88°52'55"W.1387.27FT; N.01°58'27"W.2664.87FT; N.89°12'06"W.3849.93FT; N.0°03'12"W.1421.69FT; N.19°08'51"W.1297.33FT TO THE BEGINNING. AREA: 402.23 ACRES +

00-0007-7250 OWC-0494-0-012-035

RE INVESTMENT HOLDINGS LLC Acres: 236.64

BEGINNING SW CORNER SEC 12 T3S R5E SLM: N.02°32'49"W.2135.03FT; N.74°48'27"E.75.8FT; E.213.19FT; N.0°03'36"E.486.22FT; S.89°12'06"E.3849.93FT; S.02°07'20"E.2665.93FT; N.88°54'38"W.4141FT TO THE BEGINNING. AREA: 236.64 ACRES

00-0007-7268 OWC-0495-0-013-035

RE INVESTMENT HOLDINGS LLC Acres: 240.00

NW1/4; W1/2NE1/4 SEC 13, T3S, R5E, SLM. AREA 240 ACRES

00-0007-7284 OWC-0497-0-014-035

RE INVESTMENT HOLDINGS LLC Acres: 480.00

N1/2; SW1/4 SEC 14, T3S, R5E, SLM. AREA 480 ACRES

00-0007-7300 OWC-0499-0-015-035

RE INVESTMENT HOLDINGS LLC Acres: 320.00

E1/2 SEC 15, T3S, R5E, SLM. AREA 320 ACRES.

00-0007-7318 OWC-0500-0-015-035
RE INVESTMENT HOLDINGS LLC Acres: 320.00

W1/2 SEC 15, T3S, R5E, SLM. AREA: 320.00 ACRES

00-0007-7326 OWC-0501-0-017-035
RE INVESTMENT HOLDINGS LLC Acres: 650.87

BEGINNING S.850.41FT FROM NE CORNER SEC 17 T3S R5E SLM; S0-28-24E 4458.16; N89-52-59W 5421.52; N0-58- 51W 5245.32; N89-24-32E 4735.94; S41-6-53E 1123.52 TO THE BEGINNING. AREA: 650.87 ACRES +/-

00-0007-7441 OWC-0502-0-018-035
RE INVESTMENT HOLDINGS LLC Acres: 202.50

BEGINNING AT THE SE CORNER OF SEC 18 T3S R5E SLM: S1-11-28E 8.63; N45-15-2W 519.99; N19-45-7W 232.02; N38-14-58W 404.98; N3-0-15W 308; N59-29-28W 111.99; S52-14-49W 272; S90-0-0W 310.01; N40-59-55W 513; N26-30-10W 459; N10-29-57W 352; N12-14-56E 212.01; N40-59-49W 220; S89-35-45W 97.67; N41-10-38W 161.45; N9-30-12W 187.98; N20-0-2E 802.01; N45-30-4W 175.02; N10-0-0W 136.79; S89-24-58W 589.27; N27-22- 53E 1497.57; N89-28-37E 1941.12; S1-11-28E 5268.92 TO THE BEGINNING. AREA: 202.5 ACRES +/-

00-0007-8522 OWC-0592-0-020-035
RE INVESTMENT HOLDINGS LLC Acres: 393.78

BEGINNING FROM THE NW CORNER OF SEC 20 T3S R5E SLM: S89-58-26E 5419.91; S0-49-30W 2621.22; S89-58- 28W 329.78; N1-52-43E 485.33; N84-7-24W 343.15; S13-6-57W 644.72; N88-55-23E 468.5; N1-53-11E 98.94; N89- 58-26E 329.84; S0-42-24W 2662.96; S89-29-11W 2710.95; N0-7-23W 3969.04; S90-0-0W 1519.42; S89-34-41E 11.13 N35-12-19W 583.28; N0-59-59W 148; N41-45-0W 585; S60-0-6W 71 N46-23-45W 458.17 TO THE BEGINNING. AREA: 393.78 ACRES +/-

00-0007-8548 OWC-0595-0-021-035
RE INVESTMENT HOLDINGS LLC Acres: 553.76

BEGINNING AT THE NORTHWEST CORNER OF SEC 21 T3S R5E SLM: N89-55-38E 4441.58; S7-14-4E 103.74; S47-0- 23E 714.95; S8-0-15E 729.71; S64-3-18E 170.26; S0-0-37E 3160.99; S89-27-18W 4190.34; S0-32-44E 697.33; S89- 48-43W 1119.93; N0-42-24E 2662.98; N0-49-30E 2621.21 TO THE BEGINNING. AREA: 553.76 ACRES +/-

00-0007-8555 OWC-0596-0-022-035
RE INVESTMENT HOLDINGS LLC Acres: 2.85

BEGINNING AT A POINT SOUTH 1386.87 FEET FROM THE NW CORNER OF SEC 22 T3S R5E SLM: S63-57-25E 448.55; S36-35-41W 673.33; N0-7-27W 737.53 TO THE BEGINNING. AREA: 2.85 ACRES +/-

00-0007-8571 OWC-0598-0-023-035
RE INVESTMENT HOLDINGS LLC Acres: 312.00

W1/2 OF SEC 23, T3S, R5E, SLM. AREA 320 ACRES. EXCEPT: 8 ACRES IN SW COR OF THE SEC. TOTAL AREA 312 ACRES

00-0007-8878 OWC-0616-0-028-035
RE INVESTMENT HOLDINGS LLC Acres: 34.06

BEGINNING AT THE NORTHWEST CORNER OF SEC 28 T3S R5E SLM: N89-53-29E 1188.48; S0-32-44E 1326.64; N89- 44-26W 1192; N0-23-46W 1318.93 TO THE BEGINNING. AREA: 34.06 ACRES +/-

00-0007-9017 OWC-0630-0-029-035
RE INVESTMENT HOLDINGS LLC Acres: 95.09

N1/2NE1/4 SEC 29, T3S, R5E, SLM. ALSO: BEG SE COR NE1/4NW1/4 SEC 29; E 20CH; S 0.66 CH; S49°20'W 16 CH; W 8 CH; N11.3 CH TO BEG. AREA: 96.00 ACRES (LESS OWC-0630-1, .10 ACRES) NET AREA: 95.9 ACRES +/-

00-0013-4879 OWC-0464-3-005-035
RE INVESTMENT HOLDINGS LLC Acres: 2.50

BEG W 1212 FT FR SE COR SEC 5, T3S, R5E,SLM; N 538 FT; E 202 FT; S 538 FT; W 202FT TO BEG. AREA: 2.50 ACRES

00-0020-6355 OWC-0491-B-011-035
RE INVESTMENT HOLDINGS LLC Acres: 53.12

BEGINNING S.89°55'22"E.463.43FT & S.1649.97FT FROM NW CORNER SEC 11 T3S R5E SLM:
S.89°55'22"E.802.37FT; S.45°0'0"E.161.56FT; S.55°28'57"E.218.94FT; N.60°0'0"E.171FT;
S.79°04'55"E.97.68FT; S.60°0'0"E.206.92FT; S.35°06'45"E.206.28FT; S.56°23'05"E.386.38FT;
N.78°51'18"E.274.65FT; S.88°29'43"E.277.57FT; N.66°41'32"E.155.27FT; N.54°41'24"E.155.27FT;
N.11°02'49"W.466.54FT; S.89°55'22"E.389.96FT; S.19°34'37"E.330.25FT; S.08°48'27"E.690.12FT;
N.79°32'28"W.304.84FT; S.85°09'21"W.179.76FT; S.85°02'50"W.853.51FT; N.55°16'25"W.580.85FT;
N.50°52'03"W.128.44FT; N.71°10'10"W.38.49FT; N.49°38'57"W.215.87FT; S.46°07'25"W.606.81FT;
S.71°36'20"W.326.04FT; S.77°13'58"W.382.08FT; S.19°57'58"W.75.12FT; ALONG THE ARC OF A 775FT
RADIUS CURVE TO THE RIGHT 16.19FT (CHORD BEARS N.19°57'58"E.); N.68°50'13"W.87.42FT; TO A POINT
ON A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 325FT, ALONG THE ARC 103.35FT; W.47.71FT;
N.07°50'27"W.336.74FT; W.210.46FT; N.0°05'02"W.367.6FT; S.82°54'51"E.54.86FT;
N.66°53'46"E.556.65FT; N.39°42'47"W.163.14FT; N.11°19'05"E.35.86FT; N.40°03'22"W.13.72FT TO THE
BEGINNING. AREA: 53.12 ACRES +/-

00-0020-6356 OWC-0491-C-011-035
RE INVESTMENT HOLDINGS LLC Acres: 35.82

BEGINNING S.02°32'41"E.1649.99FT FROM NE CORNER SEC 11 T3S R5E SLM: S.02°32'24"E.1494.96FT;
S.74°53'17"W.97.11FT; S.65°59'48"W.169.12FT; S.54°08'38"W.177.88FT; S.26°34'55"W.214.03FT; ALONG
THE ARC OF A 775FT RADIUS CURVE TO THE RIGHT 100.39FT (CHORD BEARS N.66°36'42"W.);
N.27°05'57"E.207.09FT; N.45°14'54"W.415.19FT; N.65°41'25"W.182.39FT; N.74°11'45"W.131.03FT;
N.51°12'58"W.150.56FT; N.63°28'13"W.190.24FT; N.78°13'46"W.196.46FT; N.64°13'0"W.127.96FT;
S.78°33'26"E.68FT; N.08°48'26"W.690.12FT; N.19°31'46"W.36.19FT; N.69°21'25"E.167.44FT;
S.20°39'34"E.117.55FT; ALONG THE ARC OF A 300FT RADIUS CURVE TO THE LEFT 250.2FT (CHORD BEARS
S.44°33'05"E.); S.21°33'23"W.242.4FT; S.82°02'05"E.270.06FT; N.07°10'11"W.246.15FT; ALONG THE ARC
OF A 300FT RADIUS CURVE TO THE LEFT 141.44FT (CHORD BEARS N.69°19'28"E.); N.55°49'02"E.103.10FT;

ALONG THE ARC OF A 175FT RADIUS CURVE TO THE RIGHT 110.54FT (CHORD BEARS N.73°54'48"E.); S.87°59'27"E.77.25FT; S.0°42'27"E.239.69FT; S.79°44'04"E.241.91FT; S.64°08'49"E.207.91FT; N.39°49'20"E.99.6FT; N.04°03'42"W.220.13FT; N.20°19'19"W.244.88FT; N.89°59'56"W.178.03FT; ALONG THE ARC OF A 185FT RADIUS CURVE TO THE LEFT 190.03FT (CHORD BEARS N.78°58'13"W.); N.48°58'13"W.21.04FT; N.46°57'52"E.87FT; S.88°45'07"E.535.236FT TO THE BEGINNING. AREA: 35.82 ACRES +-

00-0020-6357 OWC-0493-1-012-035
RE INVESTMENT HOLDINGS LLC Acres: 16.30

BEGINNING NW CORNER SEC 12 T3S R5E SLM: S.19°08'51"E. 1297.33FT; S.0°03'12"E. 1421.69FT; N.89°14'02"W. 309.46FT; N.02°32'37"W. 2645.72FT TO THE BEGINNING. AREA: 16.30 ACRES+-

00-0020-6358 OWC-0494-1-012-035
RE INVESTMENT HOLDINGS LLC Acres: 3.36

BEGINNING N.2135.03FT FROM SW CORNER SEC 12 T3S R5E SLM: N.02°32'02"W.510.72FT; S.89°14'02"E.309.46FT; S.0°03'36"W.486.22FT; N.89°59'57"W.213.19FT; S.74°48'23"W.75.8FT TO THE BEGINNING. AREA: 3.36 ACRES

00-0020-8193 OWC-0468-3-005-035
RE INVESTMENT HOLDINGS LLC Acres: 51.61

BEGINNING AT THE NW CORNER OF SEC 5 T3S R5E SLM: N88-51-42E 5548.89; S0-4-16E 819.39; N74-59-55W 128.02; N81-16-35W 208.31; N75-21-42W 544.48; N89-10-16W 805.07; N31-24-17W 320.16; S58-35-20W 384.19; N82-47-13W 909; N7-14-7E 90; N82-45-56W 170; S7-14-8W 90; N82-45-5W 864.38; N83-30-13W 154.27; THENCE ALONG THE ARC OF A 2019.66 FOOT RADIUS CURVE TO THE LEFT 634.65 FEET (CHORD BEARS S86-2-2W); N86-59-52W 160.98; N86-59-56W 267.59; S48-0-2W 228.24; S71-59-30W 85; N0-0-19W 359.94 TO THE BEGINNING. AREA: 51.61 ACRES +/-

00-0020-8400 OWC-0468-4-005-035
RE INVESTMENT HOLDINGS LLC Acres: 558.57

BEGINNING AT A POINT SOUTH 522.25 FEET FROM THE NW CORNER OF SEC 5 T3S R5E SLM: N72-47-1E 360.13; N88-0-0E 261.35; N79-0-33E 142.14; THENCE ALONG THE ARC OF A 1909.66 FOOT RADIUS CURVE TO THE RIGHT 566 FEET (CHORD BEARS N87-58-31E); S83-31-17E 145.68; S82-44-59E 943.37; S82-45-3E 999.99; S18-0-7E 283.01; N63-59-59E 430.11; S82-44-58E 850.57; S65-16-42E 566.09; S81-0-22E 179; S70-45-53E 168.01; S0-1-53E 3781; S90-0-0W 404; S0-0-0W 538.97; S89-51-4W 404; N0-0-0E 538.97; S89-53-10W 807.97; S0-0-0W 538.97; N89-56-18W 548.91; S89-59-27W 2153.46; N29-30-33W 862.24; N4-0-8W 950.02; N58-57-48W 867.03; N0-0-16W 2784.17 TO THE BEGINNING. AREA: 563.57 ACRES +/- LESS OWC-0467-0, TOTAL AREA: 558.57 ACRES

00-0020-8401 OWC-0486-2-008-035
RE INVESTMENT HOLDINGS LLC Acres: 375.51

BEGINNING AT THE NE CORNER OF SEC 8 T3S R5E SLM: S0-13-58W 2612.85; S0-1-17E 2676.57; S89-41-30W 731.8; N41-1-9W 767.28; N75-27-32W 810.17; N69-1-23W 574.98; N28-5-47W 1398.42; N19-36-42W 3291.44; S89-37-1E 4329.52 TO THE BEGINNING. AREA: 375.51 ACRES +/-

00-0020-8402 OWC-0501-1-017-035
RE INVESTMENT HOLDINGS LLC Acres: 7.14

BEGINNING AT THE NE CORNER OF SEC 17 T3S R5E SLM: S0-28-26E 850.42; N41-6-53W 1123.52; N89-41-30E 731.77 TO THE BEGINNING. AREA: 7.14 ACRES +/-

00-0020-8403 OWC-0500-2-016-035
RE INVESTMENT HOLDINGS LLC Acres: 308.17

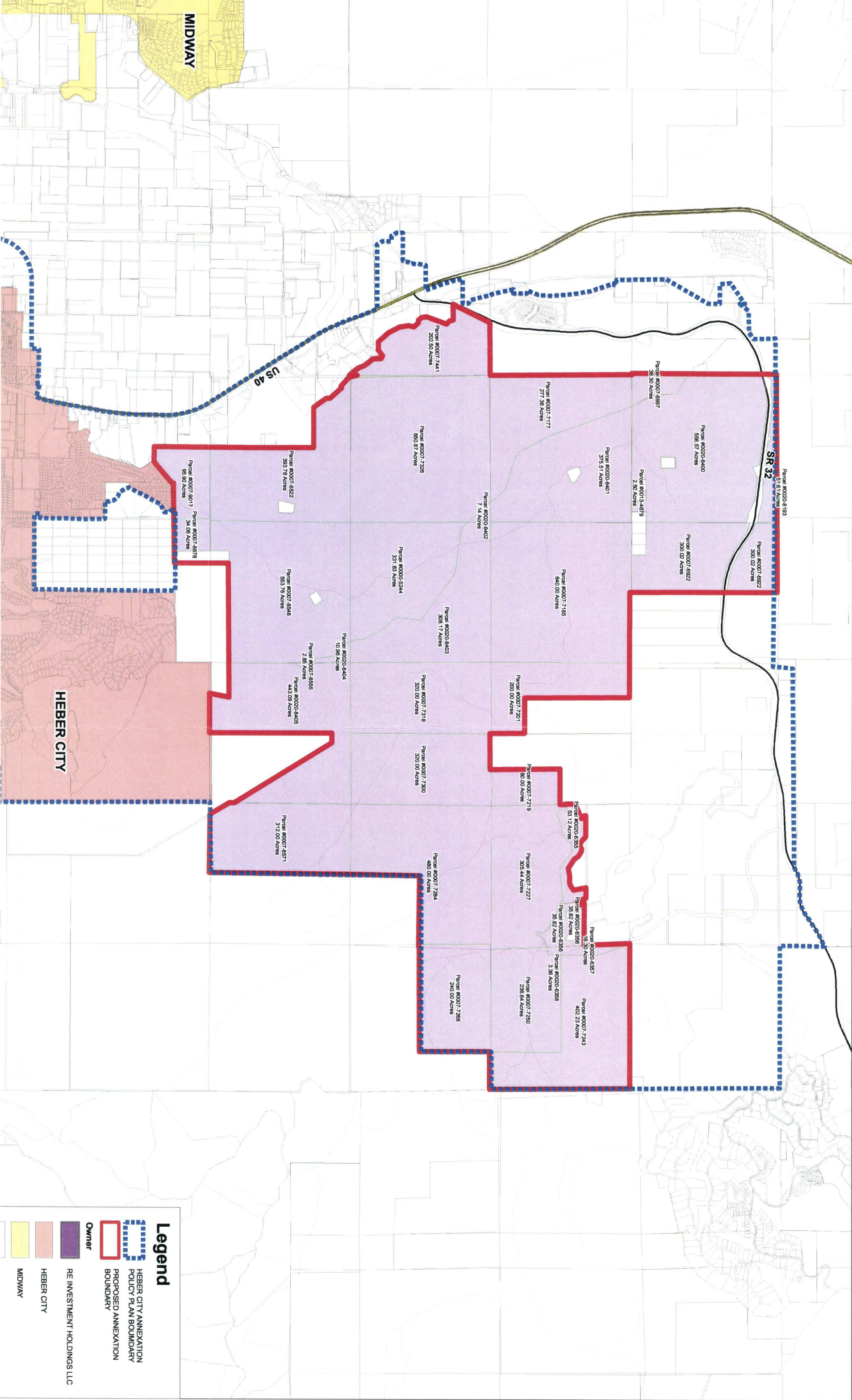
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00-0020-8404 OWC-0595-2-021-035
RE INVESTMENT HOLDINGS LLC Acres: 10.96

BEGINNING AT THE NE CORNER OF SEC 21 T3S R5E SLM: S0-26-43E 1386.86; N64-3-20W 170.26; N8-0-15W 729.71; N47-0-23W 714.95; N7-14-11W 103.74; S89-56-50E 779.93 TO THE BEGINNING. AREA: 10.96 ACRES +/-

00-0020-8405 OWC-0596-1-022-035
RE INVESTMENT HOLDINGS LLC Acres: 433.01

BEGINNING AT THE NORTHWEST CORNER OF SEC 22 T3S R5E SLM: N89-33-19E 2640.46; N89-33-18E 2640.4; S0-26-34W 2662.93; S0-26-34W 1693.08; N31-26-12W 4307.65; S90-0-0W 359.97; S0-0-0W 4626.28; S90-0-0W 1480; N10-33-6E 735; S89-47-56W 1275.66; N0-14-58W 1910.6; N0-42-41W 516.01; N36-35-42E 673.3; N63-57-14W 448.54; N0-7-28W 1383.62 TO THE BEGINNING. AREA: 433.01 ACRES +/-



Legend

HEBER CITY ANNEXATION
POLICY PLAN BOUNDARY

BOUNDARY

Owner

RE INVESTMENT HOLDINGS LLC

HEBER CITY

MIDWAY

Exhibit B

City Zoning Map

RE INVESTMENT
HOLDINGS
JORDANELLE
PROPERTY

ZONING MAP



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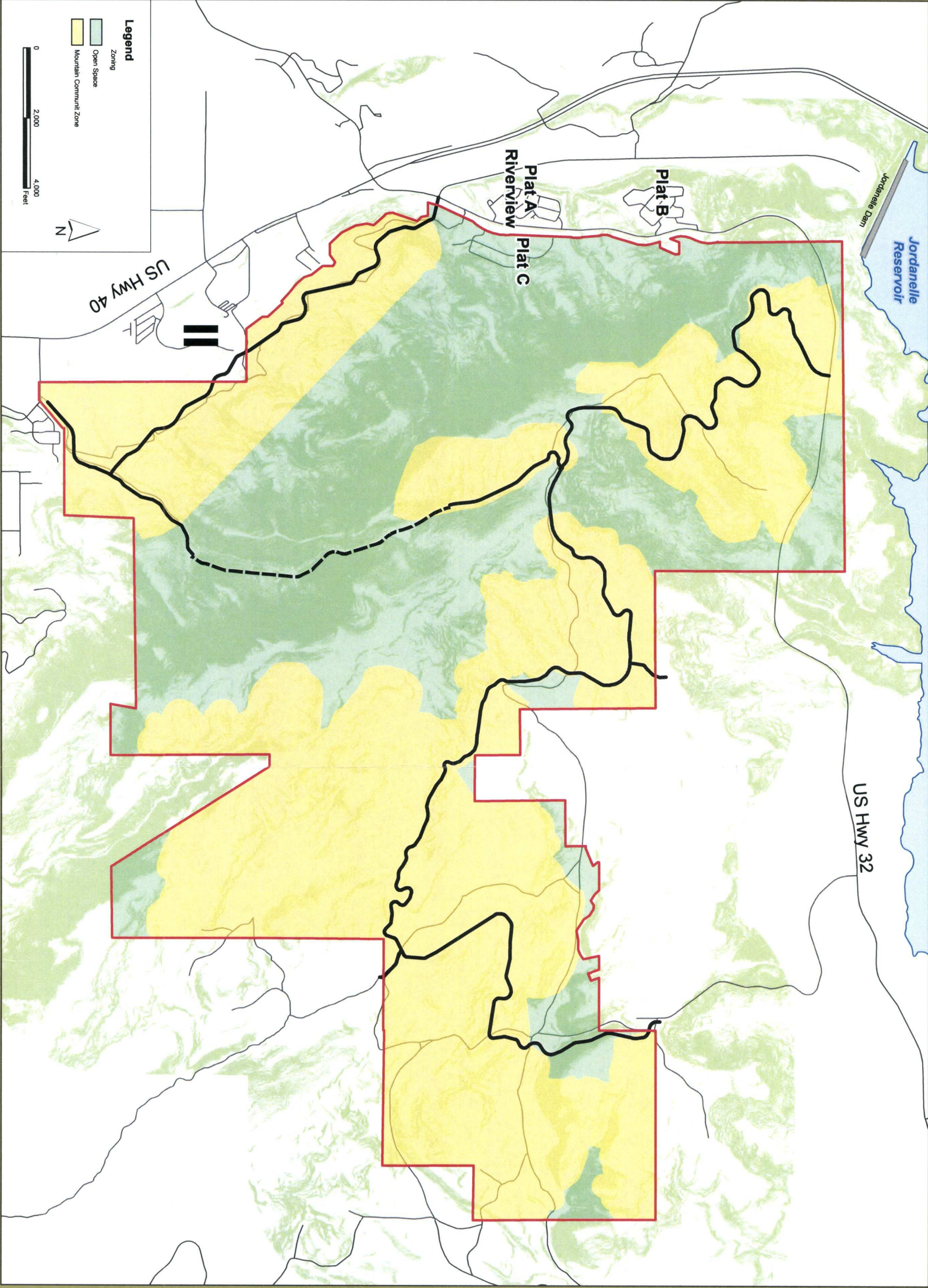


Exhibit C-1

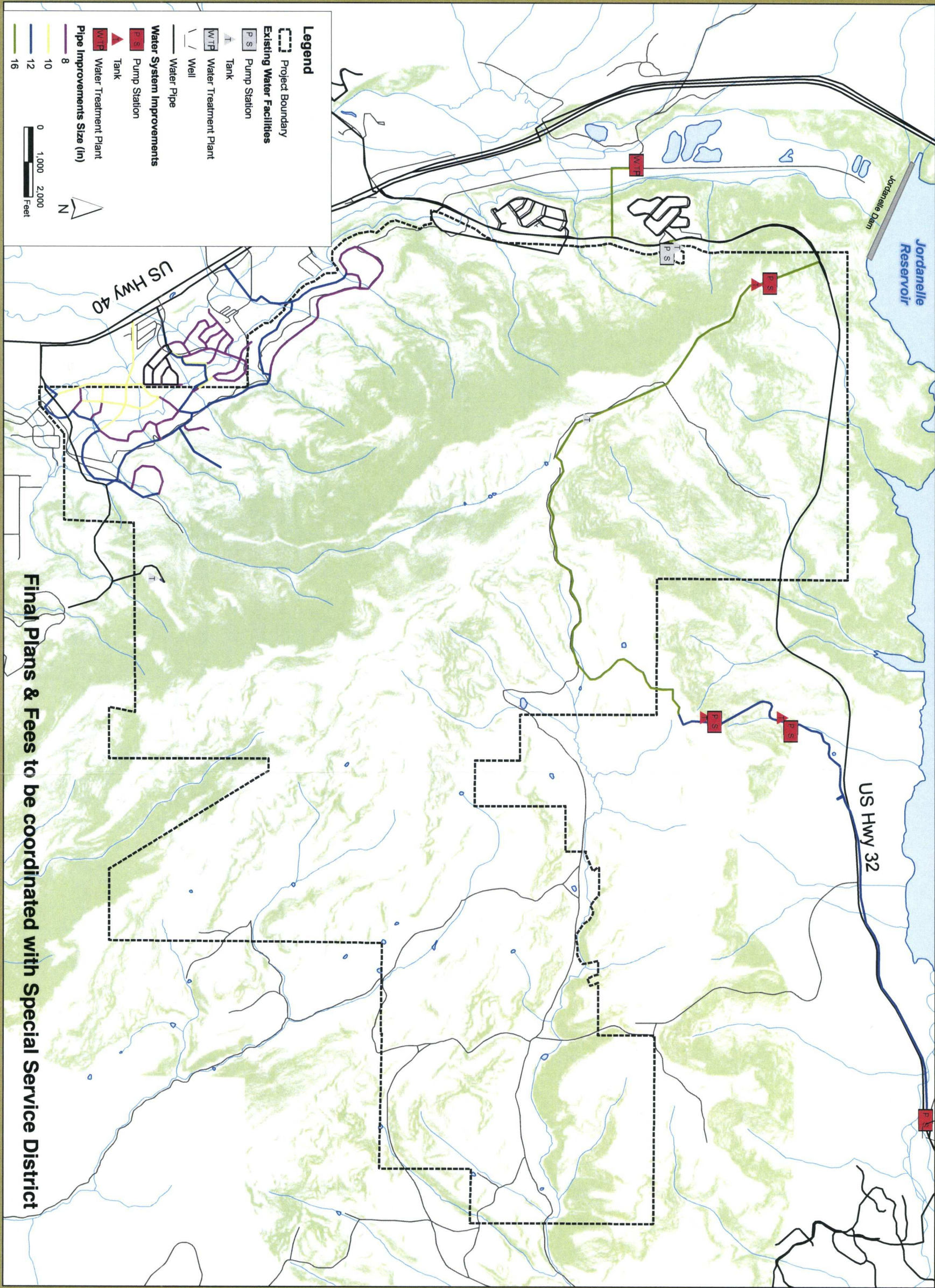
Infrastructure Plan

RE INVESTMENT
HOLDINGS
JORDANELLE
PROPERTY

WATER MAP



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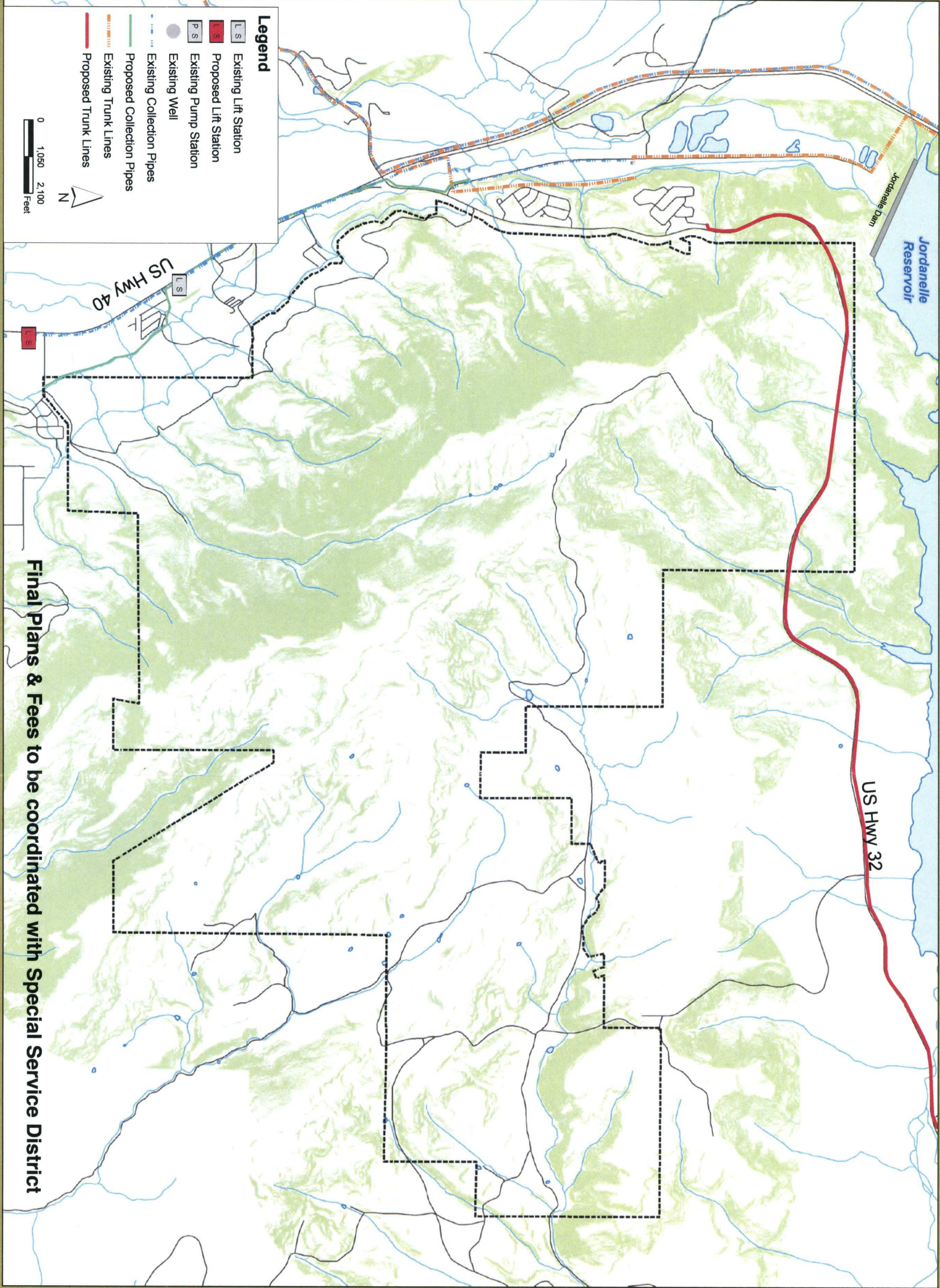


RE INVESTMENT
HOLDINGS
JORDANELLE
PROPERTY

SEWER MAP



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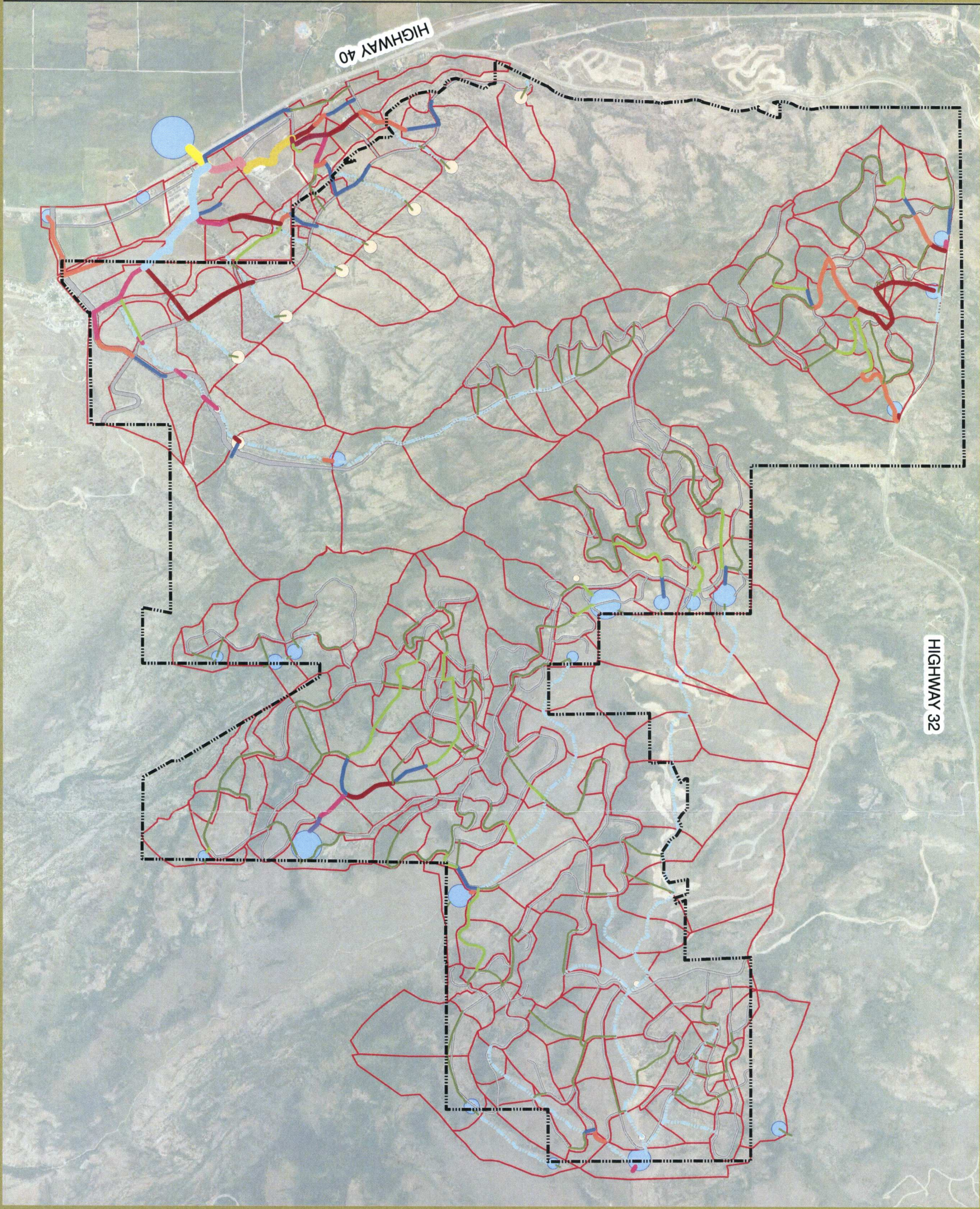


RE INVESTMENT
HOLDINGS
JORDANELLE
PROPERTY

STORM
DRAIN MASTER
PLAN



DRAFT 03-20-2020



RE INVESTMENT
HOLDINGS
JORDANELLE
PROPERTY

MASTER
TRAILS
PLAN



14

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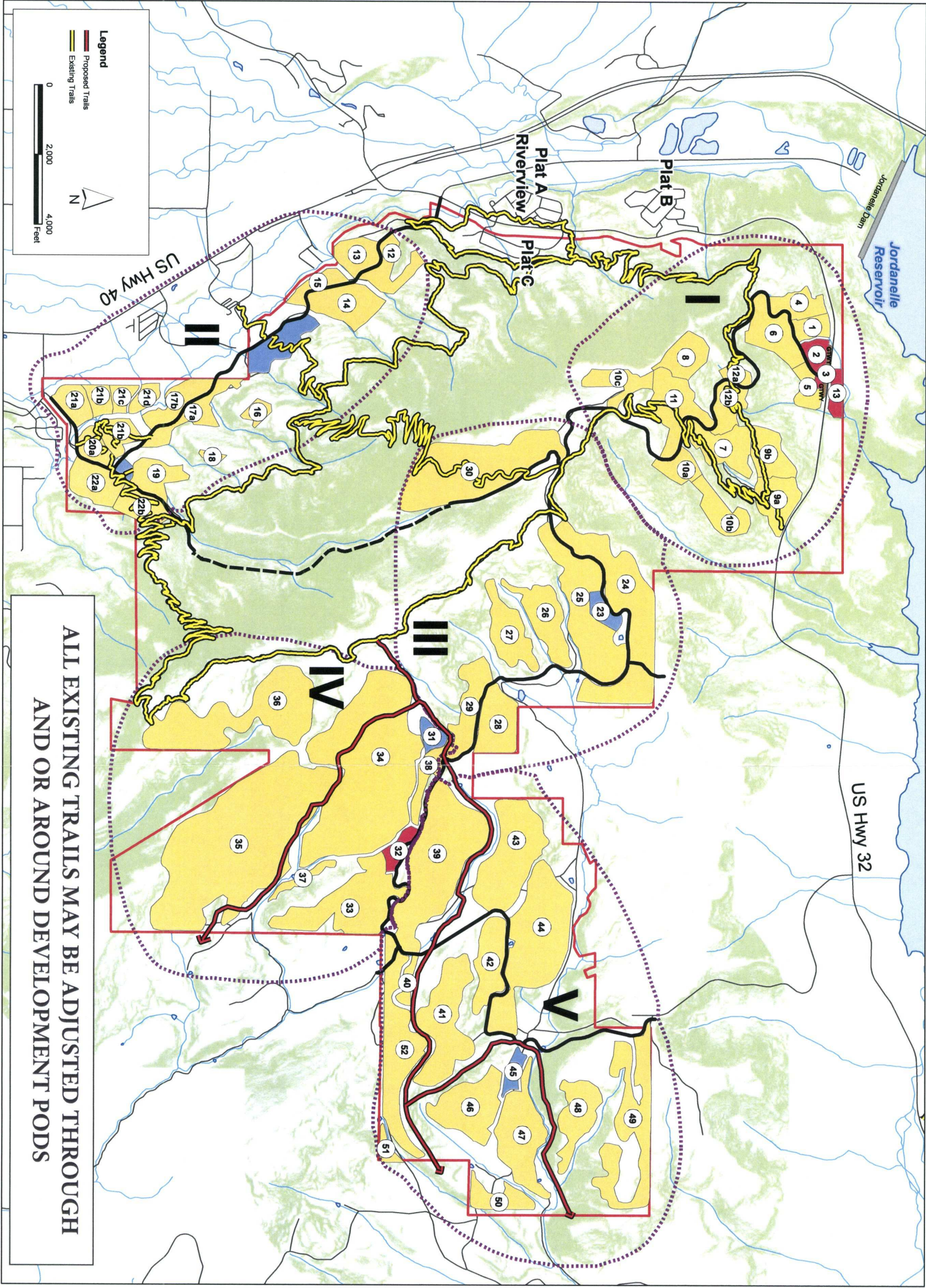
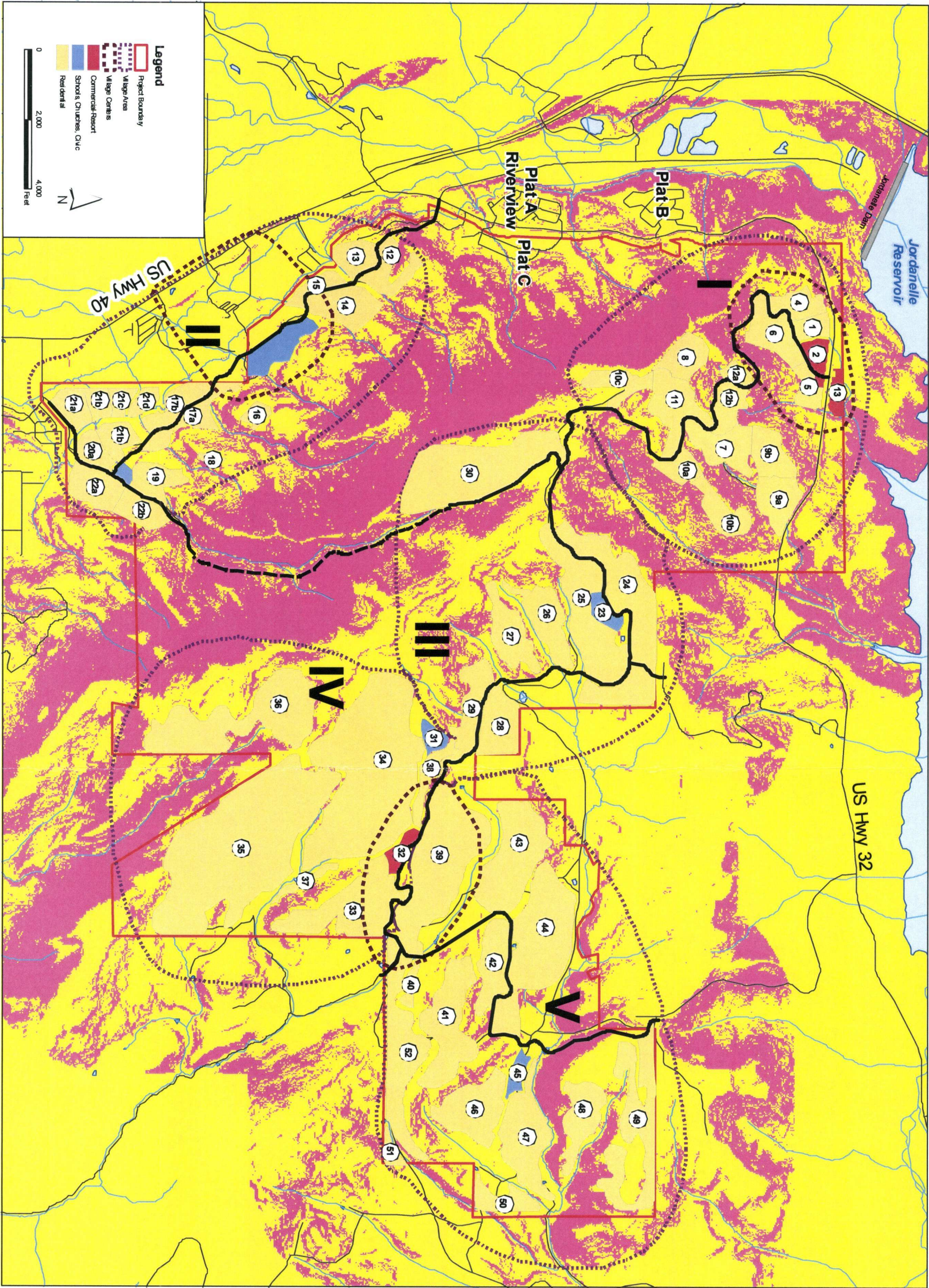


Exhibit C-2

Master Plan

RE INVESTMENT
HOLDINGS
JORDANELLE
PROPERTY

MASTER PLAN



Pod #	Mountain Community Zone	Approximate Developed Acres	Area (SF)	Residential Units
VILLAGE I		428.00		
1	RESIDENTIAL	14	609840	200
2	Mixed-Use	7	304920	100
3	COMMERCIAL-RESORT	2	87120	
4	RESIDENTIAL	16	696960	150
5	RESIDENTIAL	17	740520	90
6	RESIDENTIAL	27	1176120	200
7	RESIDENTIAL	30	1306800	80
8	RESIDENTIAL	30	1306800	100
9a	RESIDENTIAL	35	1524600	55
9b	RESIDENTIAL	25	1089000	32
10a	RESIDENTIAL	20	871200	32
10b	RESIDENTIAL	20	871200	32
10c	RESIDENTIAL	20	871200	30
11	RESIDENTIAL	30	1306800	75
12a	RESIDENTIAL	8	348480	20
12b	RESIDENTIAL	40	1742400	104
11	COMMERCIAL-RESORT	87	3789720	
VILLAGE II		468.00		
12	RESIDENTIAL	29	1263240	42
13	RESIDENTIAL	25	1089000	85
14	RESIDENTIAL	44	1916640	35
15	RESIDENTIAL	15	653400	30
16	RESIDENTIAL	23	1001880	70
17a	RESIDENTIAL	23	1001880	175
17b	AFFORDABLE HOUSING	23	1001880	225
18	CIVIC	5	217800	
	CIVIC-Town Center	70	3049200	
19	RESIDENTIAL	28	1219680	56
20a	RESIDENTIAL	23	1001880	80
20a	RESIDENTIAL	27	1176120	140
21a	RESIDENTIAL	19	827640	90
21b	RESIDENTIAL	14	609840	30
21c	RESIDENTIAL	18	784080	130
21d	RESIDENTIAL	12	522720	120
22a	RESIDENTIAL	35	1524600	96
22b	RESIDENTIAL	35	1524600	20
VILLAGE III		559.00		
24	RESIDENTIAL	134	5853829	250
25	RESIDENTIAL	100	4375007	250
26	RESIDENTIAL	47	2061130	100
27	RESIDENTIAL	45	1940705	175
28	RESIDENTIAL	44	1933731	300
29	RESIDENTIAL	42	1816064	150
30	RESIDENTIAL	147	6397493	325
VILLAGE IV		861.00		
32	COMMERCIAL-RESORT	13	549290	
33	RESIDENTIAL	97	4215281	100
34	RESIDENTIAL	269	12581132	250
35	RESIDENTIAL	330	14368088	300
36	RESIDENTIAL	120	6108509	140
37	RESIDENTIAL	11	457599	20
38	RESIDENTIAL	21	909843	20
VILLAGE V		842.00		
39	RESIDENTIAL	95	6496643	100
40	RESIDENTIAL	9	383950	10
41	RESIDENTIAL	85	3705426	76
42	RESIDENTIAL	43	1861955	50
43	RESIDENTIAL	96	4165729	75
44	RESIDENTIAL	110	5887623	75
46	RESIDENTIAL	64	2788908	50
47	RESIDENTIAL	74	3225923	50
48	RESIDENTIAL	44	1924647	50
49	RESIDENTIAL	99	4321663	50
50	RESIDENTIAL	25	1085154	20
51	RESIDENTIAL	8	348288	10
52	RESIDENTIAL	90	3915570	50
TOTAL		3158		5770

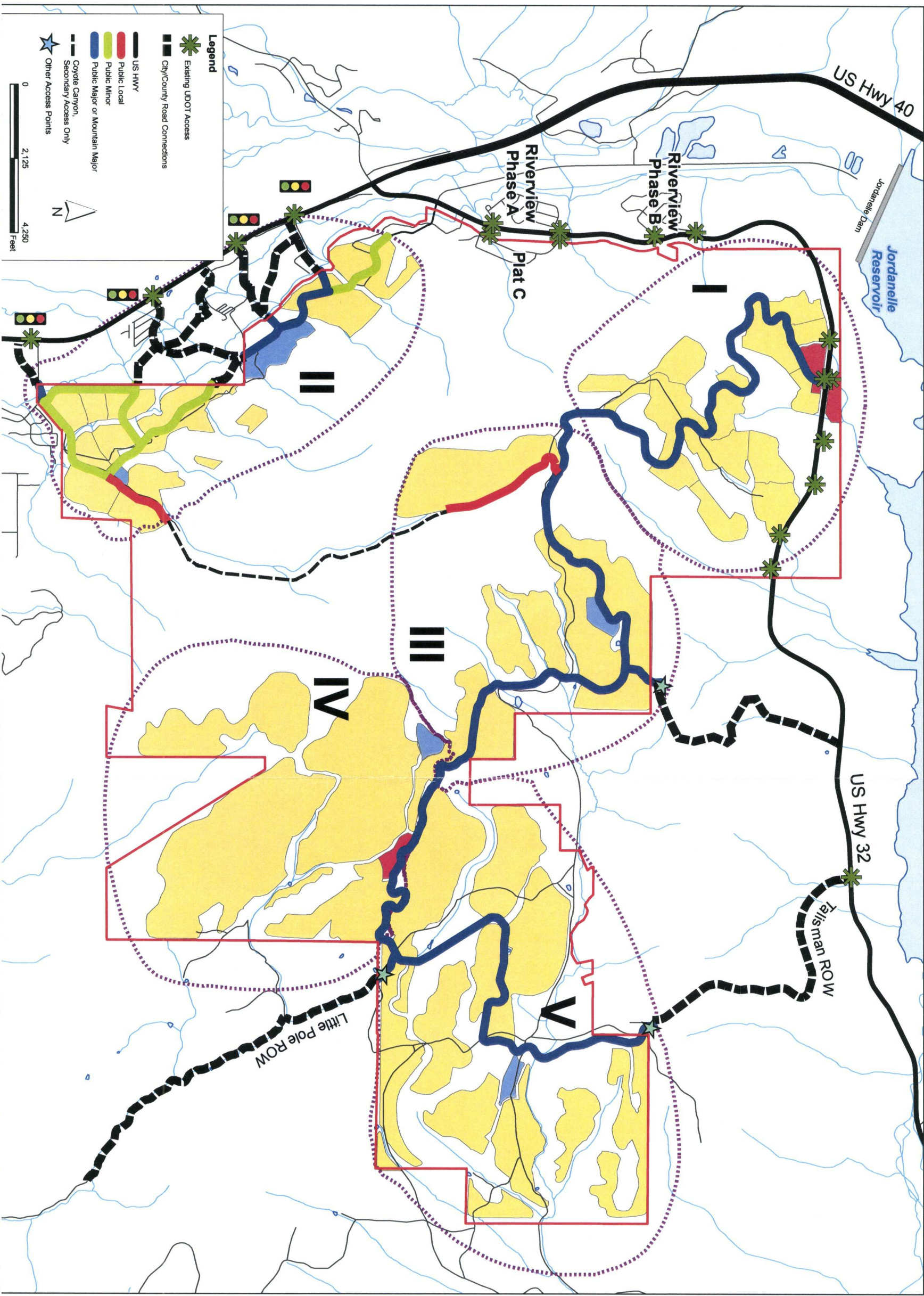
Open Space

5130

Pod #	Mountain Community Zone	Approximate Developed Acres	Area (SF)	Residential Units
VILLAGE I		428.00		
1	RESIDENTIAL	14	609840	200
2	Mixed-Use	7	304920	100
3	COMMERCIAL-RESORT	2	87120	
4	RESIDENTIAL	16	696960	150
5	RESIDENTIAL	17	740520	90
6	RESIDENTIAL	27	1176120	200
7	RESIDENTIAL	30	1306800	80
8	RESIDENTIAL	30	1306800	100
9a	RESIDENTIAL	35	1524600	55
9b	RESIDENTIAL	25	1089000	32
10a	RESIDENTIAL	20	871200	32
10b	RESIDENTIAL	20	871200	32
10c	RESIDENTIAL	20	871200	30
11	RESIDENTIAL	30	1306800	75
12a	RESIDENTIAL	8	348480	20
12b	RESIDENTIAL	40	1742400	104
11	COMMERCIAL-RESORT	87	3789720	
VILLAGE II		468.00		
12	RESIDENTIAL	29	1263240	42
13	RESIDENTIAL	25	1089000	85
14	RESIDENTIAL	44	1916640	35
15	RESIDENTIAL	15	653400	30
16	RESIDENTIAL	23	1001880	70
17a	RESIDENTIAL	23	1001880	175
17b	AFFORDABLE HOUSING	23	1001880	225
18	CIVIC	5	217800	
	CIVIC-Town Center	70	3049200	
19	RESIDENTIAL	28	1219680	56
20a	RESIDENTIAL	23	1001880	80
20a	RESIDENTIAL	27	1176120	140
21a	RESIDENTIAL	19	827640	90
21b	RESIDENTIAL	14	609840	30
21c	RESIDENTIAL	18	784080	130
21d	RESIDENTIAL	12	522720	120
22a	RESIDENTIAL	35	1524600	96
22b	RESIDENTIAL	35	1524600	20
VILLAGE III		559.00		
24	RESIDENTIAL	134	5853829	250
25	RESIDENTIAL	100	4375007	250
26	RESIDENTIAL	47	2061130	100
27	RESIDENTIAL	45	1940705	175
28	RESIDENTIAL	44	1933731	300
29	RESIDENTIAL	42	1816064	150
30	RESIDENTIAL	147	6397493	325
VILLAGE IV		861.00		
32	COMMERCIAL-RESORT	13	549290	
33	RESIDENTIAL	97	4215281	100
34	RESIDENTIAL	269	12581132	250
35	RESIDENTIAL	330	14368088	300
36	RESIDENTIAL	120	6108509	140
37	RESIDENTIAL	11	457599	20
38	RESIDENTIAL	21	909843	20
VILLAGE V		842.00		
39	RESIDENTIAL	95	6496643	100
40	RESIDENTIAL	9	383950	10
41	RESIDENTIAL	85	3705426	76
42	RESIDENTIAL	43	1861955	50
43	RESIDENTIAL	96	4165729	75
44	RESIDENTIAL	110	5887623	75
46	RESIDENTIAL	64	2788908	50
47	RESIDENTIAL	74	3225923	50
48	RESIDENTIAL	44	1924647	50
49	RESIDENTIAL	99	4321663	50
50	RESIDENTIAL	25	1085154	20
51	RESIDENTIAL	8	348288	10
52	RESIDENTIAL	90	3915570	50
TOTAL		3158		5770
Open Space		5130		

Exhibit D

Master Transportation Plan & Roadway Cross-Sections



RE INVESTMENT
HOLDINGS
JORDANELLE
PROPERTY

TRANSPORTATION
PLAN



RE INVESTMENT
HOLDINGS
JORDANELLE
PROPERTY

PUBLIC
ROADWAY
CROSS
SECTIONS

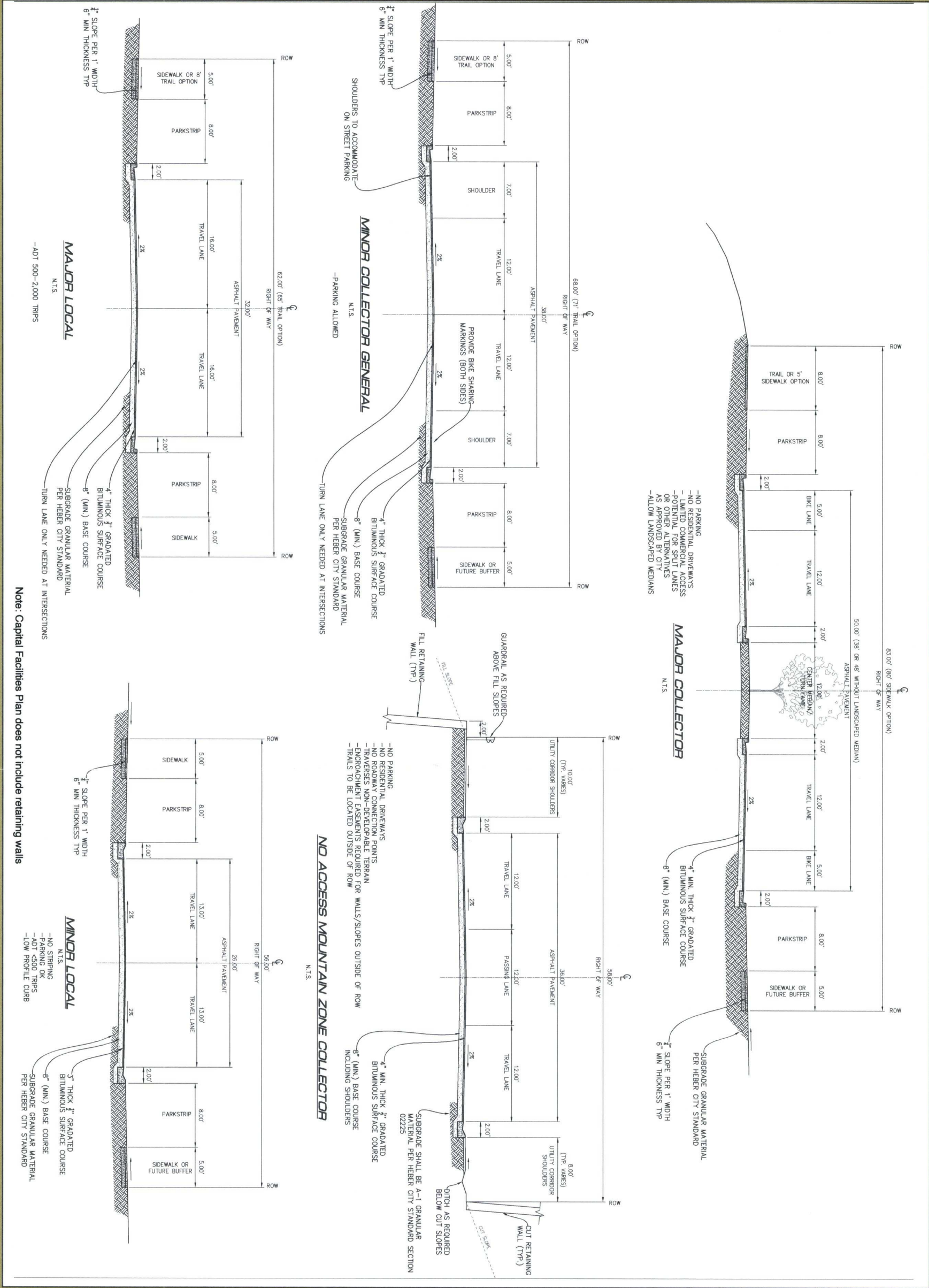


Exhibit E

City's Vested Laws

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Exhibit F

Design Guidelines

REINVESTMENT HOLDINGS JORDANELLE PROPERTY

A Master-Planned Community

MDA-Exhibit “F”

RESIDENTIAL DESIGN GUIDELINES

RESIDENTIAL DEVELOPMENT

1.0 INTRODUCTION

The information in the Jordanelle Residential Design Guidelines is for Estate Lots, Traditional Lots, Patio Lots, and Multi-Unit Dwellings development governing the appearance and use restrictions within the Jordanelle Development. The intent of these guidelines is to preserve the integrity of the land use plan and its proposed configurations. It is possible that each neighborhood as it is developed may have additional design guidelines that are meant to clarify those outlined here.

Individual homes are anticipated to be accessed from public, private and local streets; however, a sub-local street standard or shared driveway may be used. These neighborhoods will be characterized by a variety of lot sizes and architectural types. Variations in setbacks, both in front and back and from side to side are encouraged. To the greatest extent possible, subdivision design shall be such that it takes advantage of the views.

Community open space will be provided in the form of passive open space, parks, public spaces and trails and paths to encourage connectivity to other developments and to the regional trails network. Entry features and other streetscape enhancements will provide open space character to the neighborhoods.

The guidelines and requirements within this document will help to ensure that the visual quality and desirability that form the basis for investing in the Jordanelle Development remains stable for both current and future residents. These guidelines, in addition to the following documents:

Jordanelle Master Development Agreement (JMDA)
 Jordanelle Masterplan Plan (JMP)
 Jordanelle Covenants, Conditions and Restrictions (CC&R's)

shall guide the decisions that are made by the Jordanelle Design Review Committee (JDRC) when reviewing applications for development or construction.

2.0 DESIGN GUIDELINES

2.1 Purpose and Intent •

This document is intended to be an appendix to the Jordanelle Master Development Agreement and to govern all residential development and construction within the Jordanelle Development.

2.2 Use of Design Guidelines •

The Master Developer or subsequent developer shall utilize these guidelines when designing neighborhood and reviewing applications for residential and/or sub-developer construction. These guidelines shall be made available to lot owners at the time of closing. They will also be posted to the Project Web site.

2.3 Compliance with Guidelines •

Residential construction shall conform to these guidelines. This includes new construction, modifications or additions to existing structures that may or may not require the issuance of a building permit. Landscaping, grading and site development work within the boundary of an individual lot is also covered by the requirements of this document. The guidelines shall equally be applied to both developer initiated construction as well as that of individual lot owners.

2.4 Modification of Guidelines •

These Guidelines may be modified upon approval of the JDRC in an effort to respond to future development or issues within the Development. Any Modifications or change shall follow the approval procedures as outlined in the Master Development Agreement. The modifications shall become effective upon approval of the JDRC.

3.0 Neighborhood Design

3.1 Streets •

Streets shall follow the Master Transportation Plan and Roadway Cross Sections Plan as identified in Exhibit "C" of the Master Development Agreement. All neighborhood streets should have a minimum asphalt width of 20' for private streets and 26' for public streets. In general, streets shall be designed to meet the level of travel, safety and service, while incorporating principles of traffic calming and pedestrian compatibility, i.e. tree-lined streets with pedestrian ways and linkages, decreasing the need for pavement width by spreading traffic through a grid or modified street hierarchy system. In general, all neighborhoods shall have two points of access as required by City's Vested Laws. This can be achieved by one or more of the following methods:

1. neighborhoods shall connect to a Residential Local or larger street, as shown on Exhibit D of the Master Development Agreement;
2. A grade-separated divided roadway with minimum lane widths of 20 feet; and
3. Uses of temporary emergency access roads.

The use of one or more cul-de-sac streets within a development in the Property will be allowed where:

Portions of the land otherwise meeting ordinary use requirements would not be reasonably accessible without a cul-de-sac due to topographical, hydrological or other unique limiting conditions; and The cul-de-sac utilizes either a circular turnaround or a hammerhead turn around facility that meets the requirements of the City's Vested Laws at intervals along the cul-de-sac not exceeding every 1320 feet to allow for snow and solid waste removal and emergency traffic.

Private areas and gated streets are allowed as long as adequate emergency vehicle access can be maintained. The overall design should promote lower design speeds.

3.3 Sidewalks and Pathways •

The Jordanelle Development will include a wide variety of common area walkways, paths, and trails. The type of construction, size, and location of these trails will be determined by developer and the location will be coordinated with City during the design of each phase of construction. The eventual use and development need will be evaluated when determining the level of facility that is to be built.

3.4 Crosswalks •

Use of crosswalks shall be incorporated within the project, at intersections, within parking lots, or other needed pedestrian connections. Crosswalks shall be so configured to be a design feature of the development, i.e. heavy painted lines, pavers, edges, and other methods of emphasizing pedestrian use. Bulb-outs and other pedestrian design may be used to shorten walking distances across open pavement. Medians may be used in appropriate areas to encourage walking and to act as a "refuge" for crossing pedestrians. In mountain areas with challenging slopes ADA ramps at the intersection may not meet ADA specifications in such areas, the developer shall get written documentation from their engineer indicating the reason why the ramps cannot comply with ADA standards.

3.5 Parcel Lot Size •

Parcels shall be of sufficient size to assure compliance with the approved plat, and the following standards:

Residential Type Uses				Non-Residential and Mixed Residential-Commercial Uses	
	Patio Lots	Traditional Lots	Estate Lots	Residential	Commercial
Lot Area	5,000 to 7,999 sf	8,000 to 19,999 sf	20,000 sf +	N/A	None
Average Width	50 LF at front of building pad	65 LF at front of building pad	100 LF at front of building pad	40 LF per building at front of building pad	None
Minimum Unit Size (per dwelling unit): Single-Story Multi-Story	650 sf 1,450 sf	950 sf 1,600 sf	1,200 sf 1,800 sf	850 sf 1,200 sf	None
Parking Stalls	Minimum (2) parking stalls per dwelling unit Min (1) car garage attached or detached	Minimum (2) car attached garage required and (2) parking spaces on parking pad/driveway	Minimum (2) car attached garage required	2 parking stalls per dwelling unit; other uses	3 parking stalls per 1,000 square feet for commercial, office and restaurants. Shared Parking with City Approval

3.6 Open Space •

There are two primary types of Open Space within the development. Both Passive and Active Open Space shall follow the land use plan and satisfy the open space requirement.

Passive Open Space – These are areas of the project that are intended to stay undeveloped and retain their natural beauty and would retain a rural feel to the project. These areas may include hillsides, ridgelines, natural drainage corridors, and canyons. These areas might also provide a buffer to adjacent land owners or transition of one land use to another. These areas might include

developed trails, roadways to facilitate access, utility corridors, detention facilities, debris basins, swales, and public works facilities.

Active Open Space – These are the developed open space areas of the project. These areas would include community or neighborhood parks, pedestrian walkways, wide parkways, trails and trail heads, playgrounds, ball fields, golf courses, detention areas, tennis courts, swimming pools, pavilions, picnicking areas, camping areas, community / recreation centers, etc. These areas focus on a full range of active recreational facilities. The developer shall develop an active open space area within a quarter mile of each resident within the development. This will help promote a walkable neighborhood and a sense of place within the development.

Trails should be designed to follow the Overall Trail Master Plan (Exhibit “E” of the MDA), or to take people to destinations.

The developer shall dedicate the active and passive open space on a plat by plat or phase by phase basis as shown on the Open Space and Trails Plan. Open space may be dedicated to the city or other entity that is not contiguous to a plat. These open spaces are to be dedicated to the Owners Association, City, or other entity. These areas are to remain as intended when platted.

3.7 Area of Disturbance •

Non-disturbed areas will be identified on the Area of Disturbance Map, which will be provided with each plat submittal. 30% sloped areas may be within a lot. There may be instances where utilities, roadways and trails may need to cross an area of 30% slope. There may also be anomaly areas within a plan caused by erosion or other factors which may require some grading. These anomaly areas shall be defined on the grading plan. All plans should be designed to the natural slope where possible.

3.8 Storm Drainage •

All drainage facilities shall be designed for a minimum of a 25-yr 24-Hr storm event, a release rate of 0.1 cfs/ac and provide routing for the 100-year storm event. The drainage system should be designed to use the regional detention facilities as outlined on the City Storm Drain Master Plan. The use of neighborhood basins are allowed if the drainage cannot be reasonably taken to one of the regional facilities. Low impact detention techniques are encouraged. The use of temporary detention or retention facility may be approved in the event the offsite project facilities are not completed at the time of the project.

Each phase or pod, or any other improvement area, should be designed for integrated use of roads, trails, yards, open spaces, building spaces, or other improvements. Grading should also meet aesthetics, safety, and proper drainage. Grading plans may indicate cuts and fills as necessary to accomplish the above, and to provide buildable pads sufficient in number to meet project density objectives. Private lots cannot drain to other private lots unless the City approves appropriate lot to lot drainage with required easement.

Retaining is preferred over long shallow cut or fill slopes. Retaining walls should be integrated with landscaping features to provide screening. Walls may be terraced with landscaping on the flat areas.

4.0 SITE DEVELOPMENT STANDARDS

Proposed construction of improvements within lots and building sites for Residential homes shall be reviewed and approved according to compliance with the following standards.

4.1 Setbacks •

Residential building setbacks within Jordanelle shall vary according to lot size and land use. Setbacks are listed in the following chart. Additional setback modifications may be required along certain collector roadways as designated by the JDRC. Easements for utilities and drainage may exist along individual lot lines. These easements may be greater than the required setbacks that are listed below. All builders and homeowners shall be required to show any easement that affects the building lot on the documents that are submitted to the JDRC for review and approval. Front setback distances must be varied from existing homes on both sides in Low and Medium density areas.

Residential Type Uses				Non-Residential and Mixed Residential-Commercial Uses	
	Patio Lots	Traditional Lots	Estate Lots	Residential	Commercial
Front Yard Min. Setback	20 feet from front ROW (May be smaller if using an alley.)	30 feet from front ROW (May be smaller if using an alley.)	30 feet from front ROW	10 feet from front ROW*	10 feet from front ROW

Residential Type Uses				Non-Residential and Mixed Residential-Commercial Uses	
	Patio Lots	Traditional Lots	Estate Lots	Residential	Commercial
Corner Yard Min. Setback	15 feet to ROW	15 feet to ROW	20 feet to ROW	15 feet to ROW	10 feet from side ROW
Side Yard Min. Setback	12 feet total with no less than 6 feet on one side	20 feet total with no less than 10 feet on one side	24 feet total with no less than 10 feet on one side	20 feet between buildings, 0 feet setbacks between units (units shall be attached).	None; each non-residential building shall be setback from a residential property line at least 1 foot for each vertical foot of building height
Rear Yard Min. Setback	15 feet	30 feet	50 feet	25 feet from building to property line and 5 feet minimum setback within building pad to each unit.	

4.2 Building Heights •

Main structure building heights for specific densities are as follows:

Residential Type Uses				Non-Residential and Mixed Residential-Commercial Uses	
	Patio Lots	Traditional Lots	Estate Lots	Residential	Commercial
Building Height	2- Story	2- Story	2-Story	3-Story Additional height may be granted within the Village Centers	3- Story *Hotels
Hotels					*No Specific Height Restriction on Hotels

Detached garages or accessory buildings in the rear of the lot may not exceed height of the main structure. Second level shall be allowed in detached garages only upon approval from the JDRC.

4.3 Garages and Accessory Buildings •

The following guidelines are for Estate Lots and Traditional Lots:

The use of recessed and side-turned garages is encouraged. Garages may be attached or detached from the primary residence. Front-loading garage doors must not protrude in front of the main building facade without specific approval of the JDRC.

Buildings with front-loading garages flush with front of main building facade must have a covered porch. Other front-loading garages will be evaluated on a case-by-case basis by the JDRC. The visual image of attached garages should be minimized in the streetscape, and the garage proportion should be proportionate to the homes living space. Garage frontage must not exceed 35% of the front façade area. This may be accomplished by the use of structural elements, variation within the building facade or decorative elements on the garage facade. Front porches and building entries may protrude in front of the garage as allowed by the lot setback. Detached garages or sheds must be similar in style and color to the primary residence. A detached garage must be placed within the side or rear yard area of the lot and must be clearly shown on the site plan that is submitted for review. Accessory Buildings shall be of a permanent nature and must be of similar construction, materials and color as the primary residence. All Accessory Buildings must meet required setbacks as specified in this document, and must be screened from public view.

4.4 Porches, Decks and Overhangs •

Covered porches, decks and overhangs are required to provide variety to the building facades of each residence while maintaining architectural integrity and unity within the structure. The appearance of 'add-on' elements should be avoided by integrating these elements into the design of the structure. They should generally be designed to be open and inviting. They should not be long, narrow corridors leading to the front door.

4.5 Mailboxes •

All residential units are to receive mail at designated cluster box locations. Cluster Box locations shall be identified on the Final Improvement Plans.

5.0 ARCHITECTURAL STANDARDS

The development of the Jordanelle Property will occur over many years. It is clear that Architectural styles will change with time. A community or neighborhood is physically unified by common design features – which are comprised of a coherent variety of building mass and style, suitable variety of roof types, façade treatment, scale and style of elements, consistency of materials, convincing execution of important details, pleasing array of colors – and the relationship of these features to the public spaces and streets. The buildings in neighborhood, as a combined group, shall contribute to the overall architectural theme and establish an authentic sense of the place. The Architectural Standards within the North Village will follow the North Village Code as adopted by the City.

The architectural patterns within the Jordanelle Development will encompass a wide variety types. Different combinations of material including: stucco, cement fiber siding, masonry, brick, wood, timber, glass and stone are encouraged to be used to complement each and work together to produce a harmonious style. The JDRC shall have broad discretionary powers in the review and approval of architecture.

5.1 Style and Character •

The general style and character of each residence shall be appropriate to the size of the lot, the location within the Development and topography. Homes on sloping lots that result in large retaining walls due to the poor integration of the home and topography may be denied by the JDRC. Large areas of exposed foundation are prohibited. The incorporation of dormers, porches, wide roof overhangs, iron elements, shutters, accent shingles, and windows are strongly encouraged. These patterns are to be used as a guideline in designing homes for Jordanelle. The JDRC may approve additional building styles based on location and merit.

5.2 Roofs •

The design of the roof should appear as an integrated architectural element. Generally, continuous long roof lines are discouraged. A 30 year architectural grade roofing material is the minimum required for roofs in the Jordanelle Development. Other shingle materials that meet or exceed the minimum requirement may be approved by the JDRC.

A minimum fascia height of 6" shall be required for all homes. These elements shall be finished to match the finish and color or the trim of accent color of the home. Exposed rafters and open soffits shall only be allowed by the JDRC

when they relate to the style of the architecture. In such cases, the soffit and rafters must be painted or stained to match the building. Soffit and fascia finish materials must be approved by the JDRC.

5.3 Porches and Decks •

The use of covered porches and decks to extend the living area outdoors is required. Porches and Decks may extend into the front setback area as allowed in Section 5.1- "Setbacks". The use of railings on porches is encouraged.

Rear decks shall be integrated into the design of the structure. The appearance of a deck supported by 'spindly legs' should be avoided with minimum size support posts of 6"x 6". The JDRC may require the use of structural elements beyond that required by building code to achieve visual balance between the deck and the support structure. The deck must meet the required rear and side yard setbacks as allowed in Section 5.1- "Setbacks".

5.4 Retaining•

The use of retaining walls is allowed as long as the wall follows general architectural and engineering standards. Retaining walls should be shown on the site plan as well as a note to identify the type of material(s) to be used for the wall. Walls on individual lots must be located entirely within the boundary of the lot, unless appropriate easements are acquired and recorded. The developer may also use retaining walls to enhance landscaping, provide safe transitions from Open Spaces to Developed Spaces and provide good land planning and drainage throughout the development.

5.5 Contemporary and Technological Conveniences •

New products and technological conveniences such as satellite dishes may be evaluated and regulated as to location and use by the JDRC. Satellite dishes larger than 24 inches in diameter, and radio and TV antennas taller than 8 feet shall not be permitted except by special permission from the JDRC and the City. Location, visibility from adjacent properties, color and screening will be considered in granting permission for such devices. Approval of such devices shall be considered a 'Conditional Use'. As such, the permit may be withdrawn by the JDRC and the City upon violation of any conditions that were imposed at the time of the approval. In such cases, the device must be removed within 30 days of cancellation of the permit.

5.6 Fencing•

All proposed fencing must be submitted for approval to the Jordanelle Design Review Committee (JDRC) prior to construction or installation. All requests

submitted to the JDRC for approval will be reviewed within 30 days from the date received at the development office.

Property owners should only install fencing on their property. If property lines are not clearly marked, the property owner shall have a surveyor determine and mark the property lines.

Height. Fencing shall not exceed 75" (6'-3") in height along-side and rear property lines, and not exceed 48" (4') along front property lines and along-side property lines from front home wall to front lot line. All heights measured from final grade. Where fencing occurs along a property line separating two lots and there is a difference in grade on the properties, the fence may be allowed to the maximum height permitted on either side of the property line.

Allowed Fencing. All fencing materials must be transparent in nature. See examples below. Chain link fencing is prohibited. Note: These adopted guidelines void any previous standard or guidelines.

Rail Fencing



Welded Wire Fencing

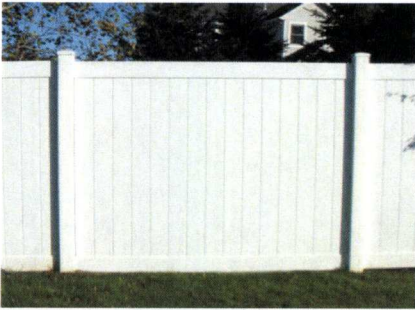


Rod Iron Fencing or Similar



Prohibited Fencing. Solid or obscuring materials are not permitted. See examples below. Chain link fencing is prohibited.

Prohibited Materials



5.8 Accessory Commercial Uses •

Home offices are permitted in the Jordanelle Development provided they meet all requirements as specified in the Heber City Code and a commercial business license has been issued by the city. The JDRC must be notified by the applicant of the request for a business license located within the subdivision. Additional restrictions may be requested by the JDRC at the time the license is issued. The use of business signage is prohibited.

6.0 LANDSCAPE STANDARDS

The landscape standards shall be outlined for each phase of development depending on the type of development. The natural landscape of the Jordanelle Project is high mountain desert. This overriding character should be preserved within the development. In order to minimize the use of water and to integrate the development within the natural landscape the use of lawns are discouraged. Residential Units shall have no more than 1000 SF of sod total. Each subdivision shall comply with the following minimum standards but additional standards may be required. The Builder/Applicant for JDRC approval shall be required to implement these standards as well a landscaping deposit. Failure by the

builder/applicant to complete the required landscaping as outlined in section 7.0 will result in loss of the associated escrowed deposit. The escrow requirement may be changed or waived by Jordanelle at its sole discretion. The JDRC shall have broad discretionary powers in the review and approval of landscaping.

6.1 Landscape Planting •

Each lot or residential parcel shall meet or exceed the following landscape standards:

Front Yard Landscaping - The front yard area (including park strips) of each lot or parcel must be landscaped by the builder/applicant prior to issuance of the 'Certificate of Occupancy'. When 'C of O' occurs during fall or winter months (defined as November 1 to April 30), the builder/applicant shall be required to install front yard landscaping by June 30th of the following year. It is the builder/applicant's responsibility to ensure that front yard landscaping is installed within the timeframes listed above. After installation of front yard landscaping is complete, 50% of the escrowed amount may be released upon written request by the builder/applicant.

The minimum requirements for front yard landscaping (based on square footage of front yard area) is as follows:

- A. 2 trees (2" caliper min. measured 3' from ground level) located along a public road right-of-way.
- B. 6 shrubs (5 gallon) per 600 sf
- C. 2 evergreen shrub (5 gallon) per 600 sf
- D. Native Seed Mix or Sod
- E. Under ground Irrigation System

Park Strip Landscaping – Any street with park strip areas adjacent to the front, rear and side yard areas of each lot are to be landscaped by the builder/applicant and maintained by the homeowner or homeowner association as designated by each neighborhood's CCRs. No materials other than the approved trees or native seed mix may be installed in park strip areas. Street trees shall be located within the park strip between the sidewalk and curb. Clear zones for visibility and safety must be considered when locating street trees on corner lots. The side park strips on corner lots must follow the rule of 1 tree every 30'. All street tree species shall be in conformance with the approved City tree list. Any tree that is placed in the park strip that is contrary to the approved tree list may be removed and replaced with an appropriate tree by the JDRC at the lot builder/applicant's expense.

Rear Yard Landscaping - The rear yard area of each lot or parcel must be landscaped by the builder/applicant within 90 days of the issuance of the 'Certificate of Occupancy'. When 'C of O' occurs during fall or winter months (defined as November 1 to April 30), the builder/applicant shall be required to install rear yard landscaping by June 30th of the following spring. After installation of the rear yard landscaping is complete, the remaining 50% of the escrowed amount may be released upon written request by the builder/applicant.

The minimum requirements for rear yard landscaping are as follows:

A. 3 Trees (2" cal. min.measured 3' from ground level)

The balance of the rear yard shall be landscaped with native seed mix, sod (not to exceed 1000 SF total requirement), ground cover, planting beds, or a vegetable garden.

Side Yard Landscaping - The side yard area (including park strips) of each lot or parcel must be landscaped by the builder/applicant prior to the issuance of the 'Certificate of Occupancy'. The minimum requirements for side yard landscaping shall be the installation of native grass mix, ground cover or planting beds. On corner lots, the side yard facing the street shall be treated as a front yard and landscaped accordingly by the builder/applicant.

All landscaping is required to be installed with an automatic irrigation system. Irrigation systems must be designed to minimize impact to site yet provide enough moisture to ensure healthy plantings. The use of a water conserving drip irrigation system is encouraged.

Landscaping in the Patio Lots and Multifamily areas shall conform to the above listed standards where applicable but should also provide a landscape plan as part of the site plan submittal to the City. The Landscaping in these areas should be designed to help soften the density and generally should be maintained under a Home Owners Association.

6.2 Erosion Control Planting or Measures •

All graded areas of any lot may be required to install temporary erosion control plantings or similar erosion control measures in advance of the final landscape installation. All final landscape plans must address erosion control issues for the home, the lot and any drainage easements that may exist along the lot

boundaries. Homeowners may not alter or remove any existing permanent erosion control, drainage system improvements, or any other permanent infrastructure without prior approval from the JDRC. Erosion control plans shall be submitted to the JDRC for review and approval.

All erosion control plans must follow current SWPPP standards.

6.3 Plantings Adjacent to Development Open Space •

Private residential plantings along Development open spaces should be planned to provide for screening and privacy where desired by the homeowner. A hard, mowable edge or a planting bed with a spun fabric weed barrier is recommended along the boundary. As maintenance within the common areas may vary and planting may be limited to native vegetation this will help to minimize weed intrusion into the residential landscape. Placement of private landscaping within the common area is not permitted. Any such plantings may be removed by future development without notice or compensation to the homeowner. Maintenance to control weeds and fire hazards within the common areas by the owner of an adjacent property may be permitted upon approval of the JDRC.

6.4 Recommended Plant Materials •

Plantings within the Jordanelle Development common areas and rights-of-way park strips shall be selected from the approved list in Exhibit "A" 'Recommended Plant Materials'. Lot owners should use this list as a guide for individual landscape planting plans within the development. Plants listed as 'Prohibited' are not allowed within the Jordanelle development.

6.6 Maintenance •

Each owner, at the Owner's sole cost shall be responsible for the maintenance and repair of all landscaping on the Owner's lot or parcel. This includes the area between the street curb and park strip behind the curb. All landscaping shall be maintained in good condition including but not limited to irrigation, mowing, fertilization, pruning, pest and disease control, trash removal, fencing, or any other improvement within the landscaped area. Dead, damaged or dying plant materials and damaged or deteriorating structural elements shall be removed or replaced as soon as possible when an unsightly or potentially hazardous condition becomes apparent. It is possible that the maintenance may be the responsibility of the homeowners association and this will be identified in each neighborhoods CCRs.

6.7 Weed Control •

Each owner shall be responsible to control weed growth on their lot or parcel. Weeds may not be permitted to exceed 6" in height with the exception of common area parcels that are planted in native vegetation. Any vegetative growth that is deemed to be a fire hazard by the municipal authorities shall be removed within 5 business days at the owner's expense. This requirement shall apply to both developed and undeveloped properties.

7.0 LIGHTING AND MISCELLANEOUS SITE FEATURES

The intent of this section is to provide security and safety for sidewalks, pathways, and streets while preserving the night-time sky. The lighting standards will be updated to comply with the Cities new Dark Sky standards in 2020-2021.

7.1 Site Lighting •

The provision of adequate lighting while maintaining the rural nature of the surrounding areas is an important design goal for the Jordanelle Development. Street lights will be installed along public roads. Local roads will be lit per the City street lighting standards and are required to use Dark Sky compliant fixtures.

Pathway Lighting – Pathways within the core areas of the commercial and multifamily development may be illuminated subject to safety needs. These light fixtures shall be of a bollard type of light or a low height pole lamp directed downward. Illumination levels shall be chosen based on the intended use of the pathway, location within the Development, safety criteria and City approval.

House Lighting - All exterior light fixtures on residences must be dark sky compliant subject to safety needs. Security lighting installed on a residence shall be concealed from the street view by locating it under eaves or in niches built into the architecture and painted to match the structure.. The use of any light source with a color other than white or pale yellow shall be prohibited except for holiday lighting.

Landscape Lighting - Landscape lighting is permitted within each lot as long as it meets the intent of the 'House Lighting' section outlined above. All landscape lighting shall be low voltage and of commercial quality. Landscape lighting shall be used for accent lighting and not for general illumination of the residential lot.

Holiday Lighting and Decorations - Holiday lighting and decorations shall not become a nuisance to neighbors. Holiday lighting and decorations may be displayed for a period of (45) days prior to and (30) days after the holiday it is intended for.

7.2 Fixtures and Appurtenances •

All fixtures and appurtenances such as lighting, benches, bike racks, mailboxes and street signs in private areas shall be selected by the JDRC. The use of any fixture within the public areas of Jordanelle must be reviewed and approved by the JDRC and Heber City.

8.0 SIGNAGE

Signage continuity is important to the long-term values within Jordanelle. The formulation of a Development identity will be governed by the JDRC. All builders shall be required to submit sign programs and designs to the JDRC for approval prior to installation of any sign within the Jordanelle Development.

8.1 Temporary Signage •

Real estate, construction and similar temporary signage shall be governed by the JDRC. Signs must be maintained in a clean and safe manner. Any damaged sign must be repaired or removed immediately.

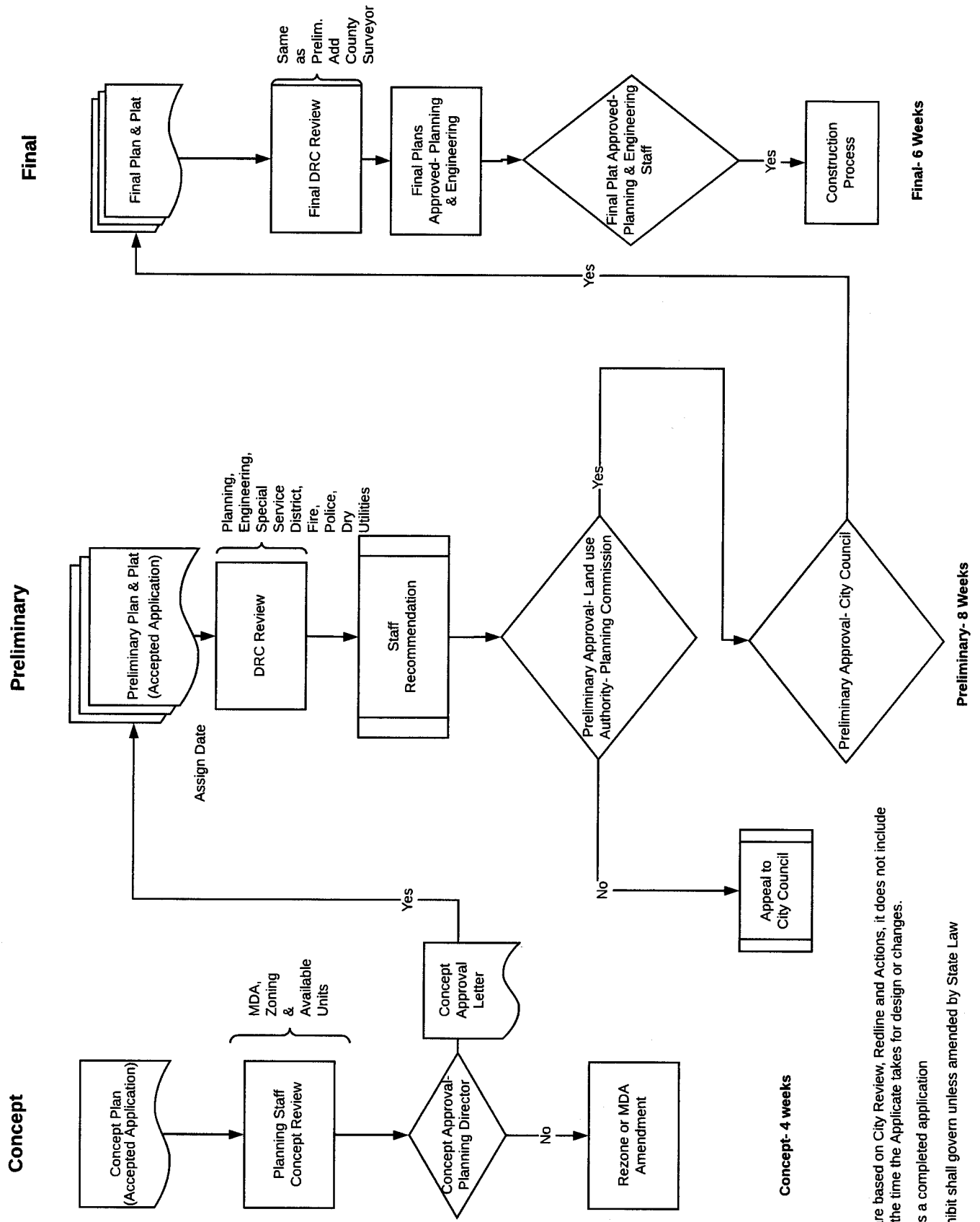
8.2 Flags and Flagpoles •

All flags and flagpoles, whether permanent or temporary, must be approved by the JDRC. However this shall not prohibit the displaying of the American or State Flags. An exception to this requirement shall be the placement of no more than two (2) poles not exceeding five feet each in length on an approved structure. Flags on these poles may not exceed fifteen (15) square feet each.

Exhibit G

Subdivision/ Site Plan Process & Review Schedule

Subdivision Approval Process



Note- Weeks are based on City Review, Redline and Actions, it does not include the time the Applicate takes for design or changes.

Assumes a completed application

This exhibit shall govern unless amended by State Law

Subdivision Submittal Documents

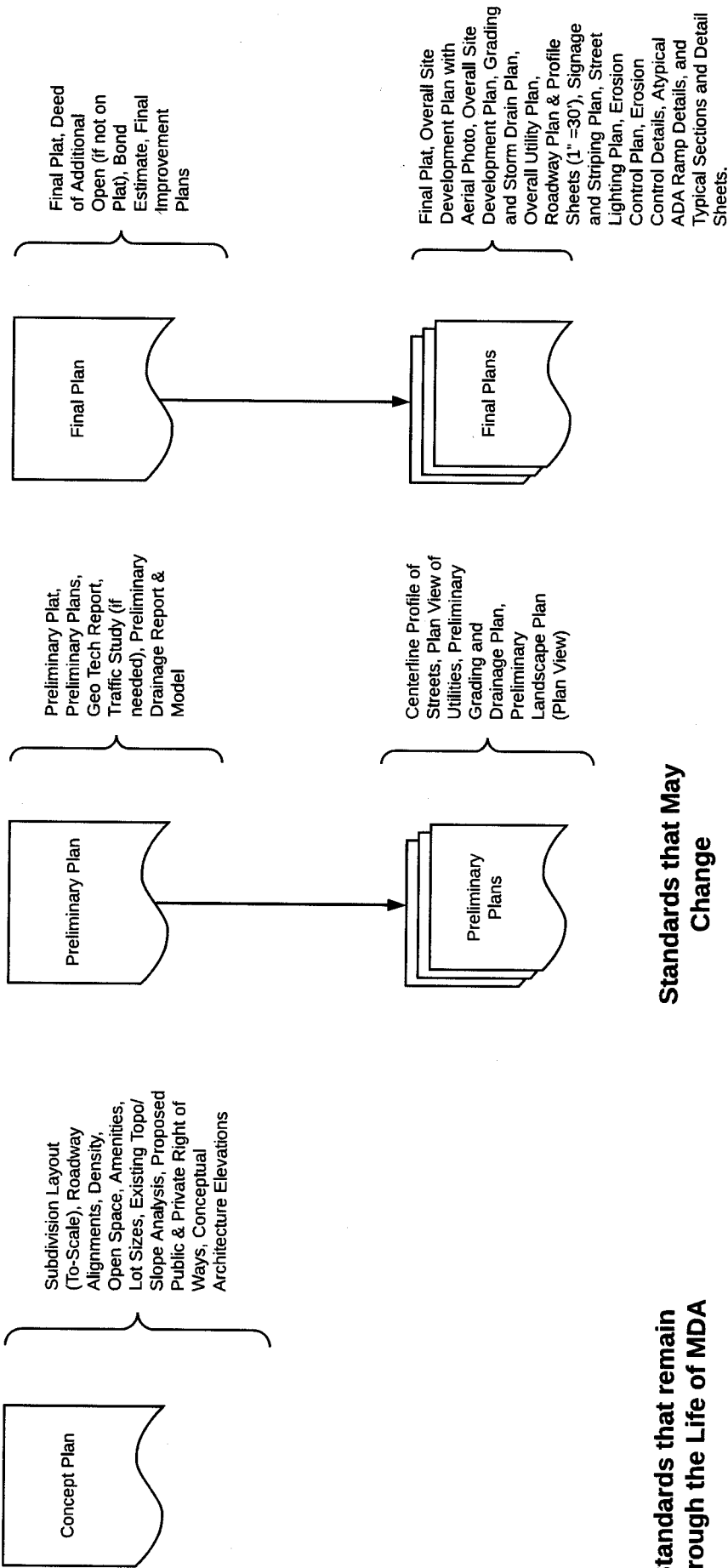
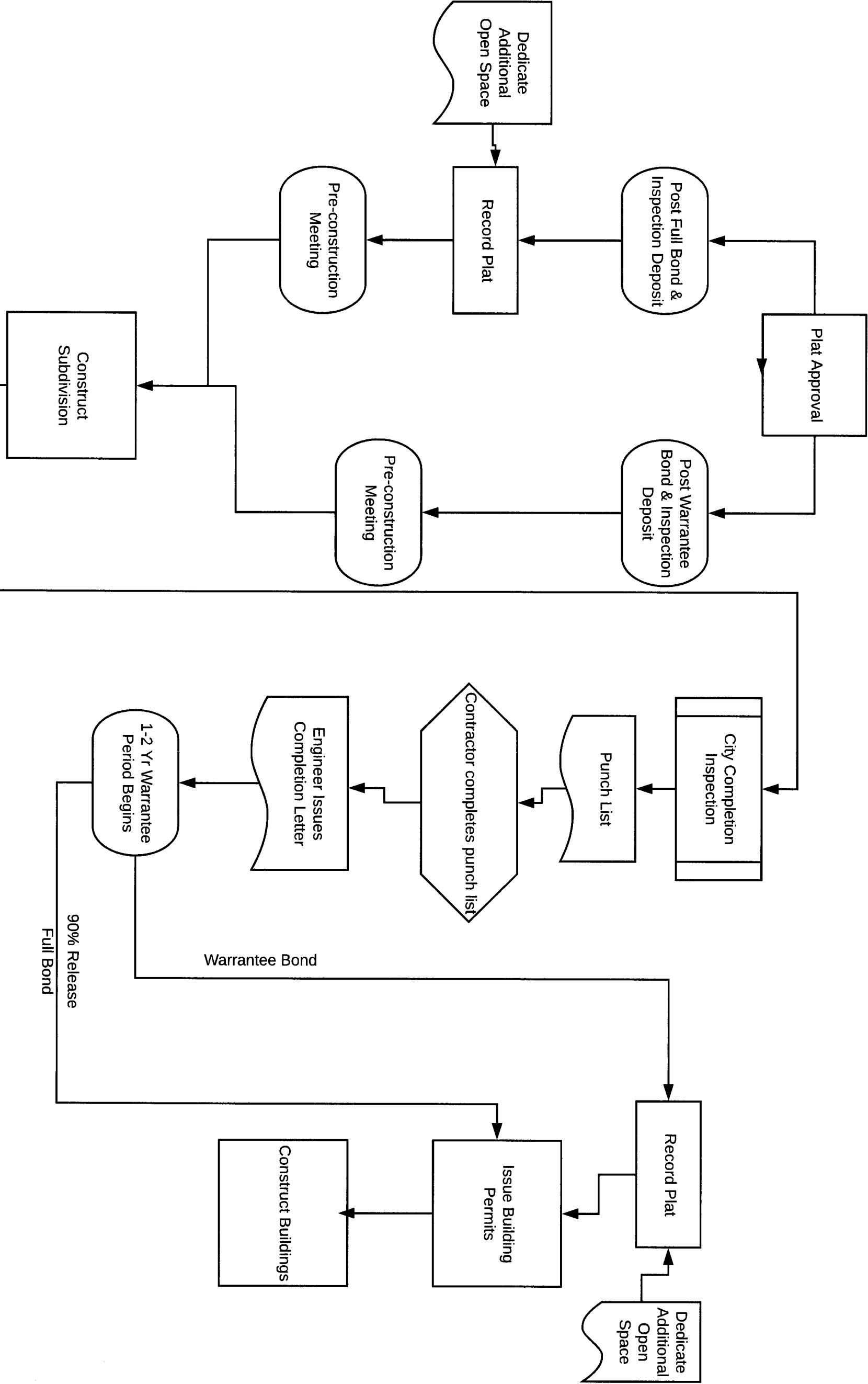


Exhibit H

Construction Process & Review

Construction Process



**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
November 6, 2025**

DRAFT Minutes

5:00 p.m. Special Meeting

I. SPECIAL MEETING - 5:00 P.M.

Mayor Heidi Franco called the meeting to order at 5:02 p.m. and welcomed everyone present.

City Council Present: Mayor Heidi Franco
Council Member Yvonne Barney - remotely
Council Member Aaron Cheatwood - remotely
Council Member Mike Johnston
Council Member Sid Ostergaard
Council Member Scott Phillips

Staff Present: City Manager Matt Brower
Airport Manager Travis Biggs
City Recorder Trina Cooke

Staff Participating Remotely: City Attorney Jeremy Cook, IT Specialist Anthon Beales, Deputy City Recorder Robin Bond, and Finance Director Sara Jane Nagel.

Also Present: Jay Henry, Bob Baird, Jeanne Henry, Jeff Peterson, Jake Perkins, Oliver Talley, Jay Townsend, Jason Talley, Bart Mounteer, Jeff Mabbutt, and those who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (Names are listed as signed-in online) Don, Jen, John, and Nick Lopez.

II. CONFLICT OF INTEREST DISCLOSURE:

There were no conflicts disclosed.

III. CLOSED MEETING: Pending or Reasonably Imminent Litigation

Motion: Council Member Ostergaard moved to enter a Closed Meeting for the purpose of holding a strategic discussion of pending or reasonably imminent litigation.

Second: Council Member Johnston made the second.

Voting Yes: Council Members Phillips, Ostergaard, Barney, and Johnston.

Voting No: None.

Council Member Cheatwood had not yet arrived.

The **Motion Passed 4-0.**

The Closed Meeting began at 5:07 p.m.

City Council Present: Mayor Heidi Franco
Council Member Yvonne Barney - remotely
Council Member Aaron Cheatwood - remotely
Council Member Mike Johnston
Council Member Sid Ostergaard
Council Member Scott Phillips

Staff Present: City Manager Matt Brower
Airport Manager Travis Biggs
City Attorney Jeremy Cook - remotely
City Recorder Trina Cooke

Motion: Council Member Phillips moved to end the Closed Meeting and return to the open meeting.

Second: Council Member Ostergaard made the second.

Voting Yes: Council Members Phillips, Ostergaard, Johnston Cheatwood, and Barney.

Voting No: None.

The **Motion Passed 5-0.**

The Council returned to the open meeting at 6:14 p.m.

IV. ACTION ITEMS: (Council can discuss; table; continue; or approve items)

1. Resolution 2025-19 Adopting an Airport Lease Form (Jeremy Cook, City Attorney, Travis Biggs, Airport Director) - *30 min*

City Attorney Jeremy Cook explained there were a number of different lease forms at the airport. The City had been unable to locate a previous formal adoption of a standard lease form. The intent of the proposed Resolution 2025-19 was to formally adopt a standard lease form that would be acceptable and beneficial to both the City and the leaseholders. Staff recommended the adoption of the standard lease form to eliminate ongoing and future confusion. The form would need to be vetted through the Airport Advisory Board (AAB) once adopted by Council. Mr. Cook further reviewed the form with the Council.

Airport Advisory Board (AAB) Chair and Heber City resident Jason Talley, disclosed that he held a lease at the airport that would expire in 2048. He also had an application with the City to enlarge his commercial activities to include flight training, larger aircraft maintenance, and hangar operations. He recalled speaking to the Council on October 7, 2025, to express his concern that the Council would be adopting a form lease without input from the AAB.

Mr. Talley said that the following day, October 8, the AAB had reviewed the lease line by line and had agreed upon the following terms they felt the lease should contain:

- The initial term of the lease should be 20 years instead of five and include a right of renewal.
- The lease should allow for a rate reset every five years based upon the then current non-reversionary ground lease rates in effect at the time and subject to FAA (Federal Aviation Administration) fairness.
- The lease would follow the rates and fees charges to ensure fairness.
- Lease rates would not go down, but would go up.
- The conclusion of the lease should allow the right to enter into a new standard airport lease, pursuant to certification that the building was structurally sound at the time and was projected to be structurally sound for the duration of the new lease.
- Lease-holders should be allowed to sublet a portion of their hangar to other aircraft, as long as the lease-holder was occupying it, without going through a sublet process.
- He disagreed with the language in section eight, which indicated the hangars and all property therein, was the property of the City. He felt it was clear the hangars and property therein was not the property of the City and proposed that specific language be removed from the section.
- Section 12 - A1, replace the phrase "the unamortized value of the improvements calculated on a straight line basis from the date such improvements were substantially completed to fair market value."

Mr. Talley proceeded to describe his efforts and that of the AAB to meet and further review the proposed lease form and provide a recommendation to Council. He asked Council to consider the following:

- For leases that were expiring, or in the process of expiring or following the defined sales process, finish that process with the current lease that had been on the website until last week.
- Table the matter until the AAB could recommend a lease form, which should be early December, or earlier if Council wanted the AAB to try to call a meeting, or if Council must adopt the lease proposed, to adopt it with the aforementioned amendments.

Jeff Peterson was representing the Tenants and Hangar Association Advisory Board and had previously served on the AAB. He distributed a copy of his hangar lease to the Council. Mr. Peterson had recently built the T-hangars at the airport. He questioned the pending or imminent litigation cited on the agenda for the Closed Meeting and stated that he had asked two staff members who had advised him that they were not aware of any pending or imminent litigation at the airport.

Mr. Peterson did not feel it was transparent to call a special meeting. He said there was an email in late September requesting the AAB review the proposed lease but none of their recommendations had been implemented in the proposed lease.

Mr. Peterson then questioned whether the Council had read the proposed lease. He recalled purchasing a hangar at the airport, then selling it, and was now in the process of buying it back. He had been through the lease process three times and each had used the previous non-reversionary lease offering a term of 20-years with the option to extend the term for five years at a time, two times, for a total of up to 30-years. Mr. Peterson wished to explain the inconsistencies he had found and expressed concern with what he felt was the City discussion behind closed doors. He suggested the Council vote to table the item for 60 days and to give a directive to the AAB and Staff to have a recommendation to forward in that time. To also place a hold on new hangar sales until the standard lease form was complete. Thirdly, to honor all applications that had been submitted. He felt the City could save a lot of money in legal fees by doing what he suggested.

Jeff Mabbutt, Heber City resident since 1991, had served on the AAB multiple times. He asked who had called the City Council meeting that night and pointed out the code that indicated that a special meeting may be called by the Mayor or two City Council Members. City Manager Matt Brower advised that staff could set an agenda. Mr. Mabbutt expressed support for the comments made by the AAB Chair Jason Talley and Jeff Peterson. He thanked the Airport Manager Travis Biggs, the Mayor, and City Council for all they did and noted the AAB was established to advise the Council regarding professional matters as they pertained to aviation and the airport.

Jason Talley expressed concern that the special meeting was violating the Open and Public Meetings act and said Utah code 10-3-502 was very clear that the mayor of a municipality or two council members may order the convening of a special meeting of the Council.

Jeff Hendrickson, resident and pilot, felt the timing of the meeting was unique due to the election two days previously. He did not feel the City staff should be calling meetings as they were not elected by the voters. He was concerned the City's airport attorney was not licensed in Utah. Mayor Franco noted that Steve Osit was an airport legal consultant, not the City's attorney.

Heber City Attorney Jeremy Cook stated that the meeting was appropriately noticed and Council's affirmative response that they could attend, complied with the State Code requirement. Council Member Barney did not feel the Council had been asked to approve calling a special meeting. Council Member Johnston noted the staff worked for the Council and felt that the Council relied on staff to guide them and provide information and data in order for Council to process issues. All members of the Council had agreed to the meeting.

Council Member Johnston suggested the City issue a public notice of the pending changes to the airport standard lease form for 60 to 120 days. He felt the City should honor existing current applications and publicly notice that no new applications would be accepted until the new standard lease form was adopted.

Council discussion regarding the proposed changes recommended by the AAB and how to proceed followed.

Motion: Council Member Phillips moved to approve Resolution 2025-19 and the form lease with the changes suggested by the AAB to go into effect that day. Any transactions or requests that were fully legal before then would revert to the lease that was on the website until October 16, 2025. To set a timeframe for the standard lease form to be finalized by March 31, or before, with additional input from the AAB and consultants, and to grant extensions upon request.

Second: Council Member Ostergaard made the second.

Voting Yes: Council Members Phillips, Ostergaard, Barney, and Johnston.

Voting No: Council Member Cheatwood.

The **Motion Passed, 4-1.**

V. ADJOURNMENT:

Motion: Council Member Phillips moved to adjourn.

Second: Council Member Ostergaard made the second.

Voting Yes: Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston.

Voting No: None.

The **Motion Passed 5-0.**

The meeting adjourned at 7:30 p.m.

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 12/2/2025

SUBJECT: Ordinance 2025-31 to Adopt the 2026 Annual City Council Meeting Schedule

RESPONSIBLE: Trina Cooke

DEPARTMENT: Administrative

STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

Pursuant to UCA 10-3-502, the Council of each municipality shall, by ordinance, prescribe the time and place for holding its regular meeting and hold a Regular Meeting at least once per month. Heber City complies with all meeting notice requirements outlined in UCA 52-4-202, including (2)(a): a public body that holds regular meetings that are scheduled in advance over a year to give public notice at least once each year of its annual meeting schedule.

The Heber City Council holds regular meetings twice a month on the first and third Tuesday of each month. The Regular City Council Meeting begins at 6:00 p.m. and is preceded by the Work Meeting beginning at 4:00 p.m. The meeting location is 75 North Main Street, Heber City, UT 84032, unless otherwise noticed.

RECOMMENDATION

The office of the Heber City Recorder recommends adoption of Ordinance 2025-31 establishing the Annual Heber City Council Meeting Schedule for 2026 as required by State Code.

BACKGROUND

Each year, the City Council must approve the anticipated Annual Meeting schedule to be noticed as required for the coming year.

DISCUSSION

- * Should any of the dates proposed to hold City Council Meetings be eliminated?
- * Should additional meeting dates be added to the proposed schedule?
- * Does the Council wish to alter the day of the week City Council Meetings are regularly held?
- * Should the 4:00 p.m. Work Meeting or 6:00 p.m. Regular Meeting times be changed?

FISCAL IMPACT

N/A

CONCLUSION

Staff recommends Council adopt Ordinance 2025-31 establishing the annual meeting schedule for calendar year 2026.

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve Ordinance 2025-31 to adopt the 2026 Annual Heber City Council Meeting** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve Ordinance 2025-31** as amended, as follows.

Alternative 3 - Continue

I move to **continue** Ordinance 2025-31 to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** Ordinance 2025-31 with the following findings.

ACCOUNTABILITY

Department: Administrative

Staff member:

EXHIBITS

1. ORDINANCE 2025-31 Annual Meeting Schedule 2026
2. 2026 Annual Meeting Schedule

ORDINANCE NO. 2025-31
AN ORDINANCE ADOPTING THE 2026 ANNUAL MEETING
SCHEDULE OF HEBER CITY COUNCIL MEETINGS

WHEREAS, pursuant to Utah State Code 52-4-202(2)(a), the Heber City Council has deemed it necessary to adopt an annual City Council Meeting schedule for the year 2025;

WHEREAS, per Utah Code 10-3-502, the City Council shall, by ordinance, prescribe the time and place to hold its regular meetings and must hold a regular meeting at least once each month;

NOW, THEREFORE, BE IT ORDAINED BY THE HEBER CITY COUNCIL THAT:
The attached City Council schedule be adopted for the year 2026, as shown in exhibit A, unless otherwise noticed.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 2nd day of December 2025.

	AYE	NAY	ABSENT	ABSTAIN
Council Member Yvonne Barney	_____	_____	_____	_____
Council Member Aaron Cheatwood	_____	_____	_____	_____
Council Member Mike Johnston	_____	_____	_____	_____
Council Member Sid Ostergaard	_____	_____	_____	_____
Council Member Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date:

2026 Annual City Council Meeting Schedule

Regular City Council Meetings are held the first and third Tuesday of each month at 6:00 p.m. and are preceded by Work Meetings at 4:00 p.m. unless otherwise noticed.

January 6 & 20

July 7 & 21

February 3 & 17

August 4 & 18

March 3 & 17

September 1 & 15

April 7 & 21

October 6 & 20

May 5 & 19

November 3 & 17

June 2 & 16

December 1 & 15



Heber City Council Staff Report

MEETING DATE: 12/2/2025
SUBJECT: Heber City Observed Holidays 2026
RESPONSIBLE: Cherie Ashe
DEPARTMENT: Human Resources
STRATEGIC RELEVANCE: Requesting City Council approval for 2026 observed Heber City holiday schedule.

SUMMARY

Attached is the 2026 holiday schedule observed by City offices. If approved, the indicated dates would close the offices.

RECOMMENDATION

Staff recommends approving the 2026 holiday schedule as presented.

BACKGROUND

Every year, there is confusion regarding Columbus Day as a Heber City observed holiday. Heber City's neighbors, Wasatch County, and the state of Utah celebrate Columbus Day. The observance of Columbus Day would eliminate the Floating Holiday, which is difficult to track administratively.

DISCUSSION

In 2025, observed holidays did not include Columbus Day, but added a Floating Holiday. While the majority of the Public Works department employees are not in favor of celebrating Columbus Day in lieu of the Floating Holiday, the remainder of City employees prefer to close the offices on the same date as Wasatch County, the state of Utah, and the federal government. The 2026 observed holiday schedule would replace the Floating Holiday with Columbus Day.

FISCAL IMPACT

The same holiday hours for 2026 as 2025 would exist if approved.

CONCLUSION

Observed holidays that would close Heber City offices in 2026.

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Human Resources
Staff member: Cherie Ashe, Human Resources Manager

EXHIBITS

1. 2026 Holidays Observed



2026 Heber City Observed Holidays

2026	HEBER CITY OBSERVED HOLIDAYS
Thursday, January 1	New Year's Day
Monday, January 19	Dr. Martin Luther King Day
Monday, February 16	Presidents' Day
Monday, May 25	Memorial Day
Monday, June 22	Juneteenth
Thursday, July 2	Independence Day
Thursday, July 22	Pioneer Day
Monday, September 7	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veteran's Day
Thursday, November 26	Thanksgiving
Friday, November 27	Day after Thanksgiving (Courts, Animal Services)
Thursday, December 24	Christmas Eve
Friday, December 25	Christmas (Courts, Animal Services)



Heber City Council Staff Report

MEETING DATE: 12/2/2025

SUBJECT: Contract Award to Mountain States Contracting for the Southfield Rd Railroad Crossing Improvements in the amount of \$326,647.36.

RESPONSIBLE: Russ Funk

DEPARTMENT: Engineering

STRATEGIC RELEVANCE: Necessary Administrative Action
Infrastructure Sustainability

SUMMARY

The purpose of this item is to seek Council approval to award a construction contract to Mountain States Contracting for the Southfield Rd Railroad Crossing Improvements Project.

RECOMMENDATION

That the City Council authorize staff to execute a contract with the apparent low bidder, Mountain States Contracting, in the amount of \$326,647.36.

BACKGROUND

Southfield Road has previously been widened on both sides of the existing Railroad Crossing. This project will finish the road section, including curb and gutter, asphalt, and railroad panels and track to complete the road through that area. The project will also reconstruct the sidewalk across the tracks, and make provision for the future rail trail crossing.

This project includes conduits necessary for future installation of crossing arms if the City decides to pursue a Railroad Quiet Zone in the future, but crossing arms and lights are not included in this project.

The project was advertised for bid in October and November with a public bid opening held on November 20, 2025. The following bids were received:

Bidder	Bid Amount
Mountain States Contracting	\$326,647.36
Stapp Construction	\$376,232.85
Staker Parson	\$381,892.80
Geneva Rock	\$500,751.66
MC Contractors	\$556,544.90

Attached is the bid tabulation showing the bid details.

DISCUSSION

The contractor will be given flexibility on when to complete the work, but must be fully complete by June 15, 2026. In addition, they must complete the rail replacement portion of the work within an approved consecutive 10-day period falling between April 6th and April 30th to comply with the coordination that has taken place with the Heber Valley Railroad.

Southfield Road will remain open with 2-way traffic, with the exception of the 10-day window when the rail replacement work takes place. Proper notification will be required prior to shutting down the road.

FISCAL IMPACT

Total Engineering design for the project was \$18,800.
Engineering Bidding, Contract Admin, and Inspection Services are not to exceed \$28,000.
The construction cost if awarded to Mountain States Contracting is \$326,647.36.

The total budget for the project, including a 10% construction contingency, is estimated to be \$406,000

The FY25/26 Budget includes adequate funds (Fund 46 - Street Impact Fees) to complete this project.

CONCLUSION

Staff recommends that the Council approve the recommendation to award the contract to Mountain States Contracting as proposed.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve the item** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve the item** as amended, as follows.

Alternative 3 - Continue

I move to **continue** the **item** to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the **item** with the following findings.

ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Bid Tabulation

Engineer's Estimate
Horrocks Engineers

Project Manager: Clint Allen
Project Engineer: Willa Motley, P.E.

Bid Opening: Heber City Administrative Offices
Date: November 20, 2025
Time: 2:00 PM

Construction Cost Index: 0

For: Heber City - S. Field Rd & RR Xing Improvements
Heber City
1000 S South Field Road
Heber City, 84032

Bid Schedule

Contractors

Mountain States Contracting
Stapp Construction
Staker Parson
Geneva Rock
MC Contractors

Bid Schedule

\$326,647.36
\$376,232.85
\$381,892.80
\$500,751.66
\$556,544.90

Total

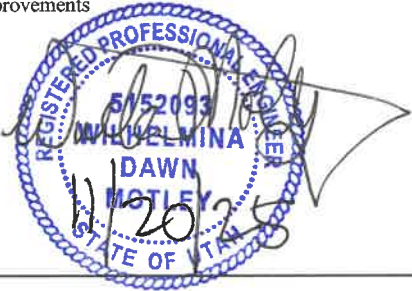
\$326,647.36
\$376,232.85
\$381,892.80
\$500,751.66
\$556,544.90

Average \$428,413.91
Engineer's Estimate \$426,583.00
Percent Difference -0.43%

Bid Schedule				Engineer's Estimate		Mountain States Contracting		Stapp Construction		Staker Parson		Geneva Rock		MC Contractors	
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$20,600.00	\$20,600.00	\$42,525.00	\$42,525.00	\$35,965.00	\$35,965.00	\$38,000.00	\$38,000.00	\$40,000.00	\$40,000.00	\$47,983.57	\$47,983.57
2	Traffic Control	1	LS	\$12,000.00	\$12,000.00	\$3,500.00	\$3,500.00	\$15,255.00	\$15,255.00	\$27,000.00	\$27,000.00	\$35,000.00	\$35,000.00	\$60,573.15	\$60,573.15
3	Remove & Dispose of Existing Concrete	1	LS	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,940.00	\$2,940.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	\$6,334.04	\$6,334.04
4	Remove & Discard of Existing Sign	2	EA	\$150.00	\$300.00	\$200.00	\$400.00	\$223.00	\$446.00	\$337.00	\$674.00	\$300.00	\$600.00	\$300.00	\$600.00
5	Rail Road Rail and Panel Replacement	1	LS	\$200,000.00	\$200,000.00	\$149,031.00	\$149,031.00	\$194,000.00	\$194,000.00	\$184,000.00	\$184,000.00	\$166,000.00	\$166,000.00	\$228,112.50	\$228,112.50
6	Conduits for Future Signal	1	LS	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00	\$26,810.00	\$26,810.00	\$5,400.00	\$5,400.00	\$2,900.00	\$2,900.00	\$14,500.00	\$14,500.00
7	Roadway Excavation and Backfill	1	LS	\$10,000.00	\$10,000.00	\$29,632.00	\$29,632.00	\$10,430.00	\$10,430.00	\$18,000.00	\$18,000.00	\$121,000.00	\$121,000.00	\$26,188.40	\$26,188.40
8	Soft Spot Repair	75	CY	\$150.00	\$11,250.00	\$50.00	\$3,750.00	\$39.50	\$2,962.50	\$127.00	\$9,525.00	\$140.00	\$10,500.00	\$110.24	\$8,268.00
9	Pothole Existing Utility	4	EA	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$313.00	\$1,252.00	\$520.00	\$2,080.00	\$600.00	\$2,400.00	\$1,052.74	\$4,210.96
10	Granular Borrow (12")	3275	SF	\$8.00	\$26,200.00	\$1.75	\$5,731.25	\$2.25	\$7,368.75	\$2.00	\$6,550.00	\$3.34	\$10,938.50	\$6.81	\$22,302.75
11	Untreated Base Course (8")	4572	SF	\$4.00	\$18,288.00	\$1.75	\$8,001.00	\$1.80	\$8,229.60	\$2.00	\$9,144.00	\$2.29	\$10,469.88	\$4.96	\$22,677.12
12	4" Asphalt Pavement	5977	SF	\$5.00	\$29,885.00	\$4.93	\$29,466.61	\$5.00	\$29,885.00	\$5.40	\$32,275.80	\$5.64	\$33,710.28	\$6.81	\$40,703.37
13	High Back Curb & Gutter	235	LF	\$40.00	\$9,400.00	\$60.00	\$14,100.00	\$33.50	\$7,872.50	\$43.00	\$10,105.00	\$58.00	\$13,630.00	\$74.08	\$17,408.80
14	Concrete Ribbon Curb	40	LF	\$40.00	\$1,600.00	\$55.00	\$2,200.00	\$21.00	\$840.00	\$49.00	\$1,960.00	\$77.00	\$3,080.00	\$75.08	\$3,003.20
15	Concrete Sidewalk	790	SF	\$14.00	\$11,060.00	\$12.75	\$10,072.50	\$6.40	\$5,056.00	\$12.00	\$9,480.00	\$13.50	\$10,665.00	\$7.97	\$6,296.30
16	Concrete ADA Ramp	100	SF	\$350.00	\$35,000.00	\$45.00	\$4,500.00	\$6.40	\$640.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$28.88	\$2,888.00
17	ADA Truncated Panel	5	EA	\$750.00	\$3,750.00	\$275.00	\$1,375.00	\$376.00	\$1,880.00	\$364.00	\$1,820.00	\$500.00	\$2,500.00	\$288.75	\$1,443.75
18	Pavement Marking Paint	1	LS	\$500.00	\$500.00	\$0.00	\$0.00	\$3,225.00	\$3,225.00	\$2,683.00	\$2,683.00	\$2,950.00	\$2,950.00	\$10,688.37	\$10,688.37
19	Pavement Marking Paint Messages	1	LS	\$500.00	\$500.00	\$4,900.00	\$4,900.00	\$113.00	\$113.00	\$94.00	\$94.00	\$100.00	\$100.00	\$3,465.00	\$3,465.00
20	Pavement Marking - 12" Stop Bars and Cross Walks	1	LS	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$62.50	\$62.50	\$52.00	\$52.00	\$58.00	\$58.00	\$3,816.12	\$3,816.12
21	Pavement Marking RR Message Complete	1	LS	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$1,300.00	\$1,300.00	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	\$1,617.00	\$1,617.00
22	Signs (R15-8, W10-1, W10-4)	1	LS	\$4,000.00	\$4,000.00	\$4,063.00	\$4,063.00	\$7,380.00	\$7,380.00	\$5,800.00	\$5,800.00	\$6,350.00	\$6,350.00	\$14,000.00	\$14,000.00
23	Landscape and Site Restoration	1	LS	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$5,795.00	\$5,795.00	\$3,200.00	\$3,200.00	\$8,500.00	\$8,500.00	\$7,000.00	\$7,000.00
24	Untreated Base Course (TON)	150	TON	\$15.00	\$2,250.00	\$26.00	\$3,900.00	\$43.50	\$6,525.00	\$53.00	\$7,950.00	\$58.00	\$8,700.00	\$16.43	\$2,464.50
TOTAL BID				\$426,583.00		\$326,647.36		\$376,232.85		\$381,892.80		\$500,751.66		\$556,544.90	

* Denotes a
mathematical error

I hereby certify that this is a true and correct Bid Tabulation for the
Heber City - S. Field Rd & RR Xing Improvements



Willa Motley, P.E.



Heber City Council Staff Report

MEETING DATE: 12/2/2025
SUBJECT: Interlocal Agreement for Road Maintenance on Jordanelle Ridge Drive
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Legal
STRATEGIC RELEVANCE:

SUMMARY

As part of the Upper Jordanelle Ridge Development, the developer will construct Jordanelle Ridge Drive. Due to the topography, the road will cross over into areas that are still within Wasatch County, but which are expected to be annexed into Heber City in the near future. Accordingly, the City and County have negotiated the Interlocal Agreement that provides for Heber City to own and maintain the portion of Jordanelle Ridge Drive within the County. A map showing the location is attached as Exhibit A to the Agreement.

RECOMMENDATION

Staff recommends approval of the Interlocal Agreement

BACKGROUND

The City and County have numerous locations where the City and County maintain roads within the other entities jurisdiction. The County does not have any other roads in this areas that will be maintained by the County, and the road solely benefits development within Heber City. Accordingly, it is reasonable for Heber City to own and maintain the small section of road within Wasatch County.

DISCUSSION

FISCAL IMPACT

Heber City request Class C road funds to assist in the cost of maintenance and the portion of the road within the County will have minimal fiscal impact.

CONCLUSION

Staff recommends approval of the agreement

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Legal
Staff member: Jeremy Cook, City Attorney

EXHIBITS

1. Interlocal Jordanelle Ridge Drive - 12.2 packet - 4934-5113-2028 - 2

**INTERLOCAL AGREEMENT FOR
ROAD MAINTENANCE ON JORDANELLE RIDGE DR. BETWEEN WASATCH
COUNTY AND HEBER CITY**

This is an Interlocal Agreement (“Agreement”) dated December 2, 2025 (“Effective Date”) between Wasatch County (hereinafter referred to as the “County”), and Heber City (hereinafter referred to as “Heber”), for construction and maintenance of a portion of Jordanelle Ridge Drive.

WHEREAS, a portion of the West half of Section 10 T3S R5E SLM was annexed into Heber City on or about July 20, 2020, as further detailed in the Heber City Sorensen Annexation on file with the Wasatch County Clerk; and

WHEREAS, the west half of Section 10 T3S R5E SLM, is planned to have Jordanelle Ridge Drive. constructed by the developer on it as a public road, as part of the development of Jordanelle Ridge, as is generally shown on Exhibit A, (“Jordanelle Ridge Dr.”); and

WHEREAS, as planned, part of Jordanelle Ridge Dr. will be in Heber City (the “City Portion”), and part of it would be in Wasatch County’s land use and road maintenance jurisdiction (the “County Portion”); and

WHEREAS, pursuant to UCA §72-3-103 & 104, the public roads in Heber City are typically Class C roads maintained by Heber City, and the paved public roads in Wasatch County are typically Class B roads maintained by Wasatch County; and

WHEREAS, UCA §11-13-202 allows a municipality and a County to agree to provide services, or anything else, each is authorized by statute to provide.

WHEREAS, in order to most economically utilize public resources, Heber and the County have agreed to designate the County Portion of Jordanelle Ridge Dr. as a Class C road once constructed and approved by Heber City as complete after the developer constructs it, and for the City to be responsible for maintenance of said road; and

WHEREAS, Heber and the County agree the portion of Jordanelle Ridge Dr. that is in Heber City will be a class C road, and City will be responsible for maintenance once accepted by Heber City as complete after the developer constructs it; and

WHEREAS, such contracts are authorized and provided for by the provisions of UCA § 11-13-202 et seq.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the County and Heber agree as follows:

A. OWNERSHIP OF ROAD – COUNTY DUTIES AND OBLIGATIONS

1. County has approved an Exception under WCC 14.02.07(N) to allow the portion of Jordanelle Ridge Dr. in the County to be built to Heber City standards and specifications. To avoid duplication of work, County shall coordinate with Heber City with respect to engineering review, bonding, acceptance, and other administrative actions related to the design and approval of Jordanelle Ridge Dr.
2. The County Portion of Jordanelle Ridge Dr. shall be dedicated to and owned by Heber.
3. County will cooperate with designating the portion of Jordanelle Ridge Dr. in the County as part of Heber's Class C road system when it is approved by the City as complete, and will perform reasonable additional acts necessary to effectuate the purposes of this Agreement.
4. Any development approvals by the County that affect the layout of Jordanelle Ridge Dr., materially impact the use of, or will increase the ADT by 10% or more of, Jordanelle Ridge Dr., shall include Heber City in the development review. Any development applications received by the County that propose a change to the layout or use on Jordanelle Ridge Dr. that do not materially comply with AASHTO, UDOT, Utah APWA or Utah Water Quality (NOI) Standards, shall be denied by County, unless approved in writing by Heber City.
5. To the extent allowed under applicable law, the County shall not perform or allow any maintenance, construction, or landscaping that alters or maintains the Jordanelle Ridge Dr. without written approval from Heber City.

B. CITY DUTIES AND OBLIGATIONS

1. City hereby will designate the portion of Jordanelle Ridge Dr. in the County to the Class C road system when it is approved by the City as complete, and accepts the funds allocated from the Transportation Fund for the maintenance of the Jordanelle Ridge Dr.
2. City hereby consents and agrees that the portions of Jordanelle Ridge Dr. in Heber City shall be a Class C Road, and accepts the funds allocated from the Transportation Fund for the maintenance of Jordanelle Ridge Dr.
3. The City will maintain the portions of Jordanelle Ridge Dr. in the County on parity with similarly situated roads in Heber, as if the road was in Heber. Maintenance includes snow plowing.
4. Heber City will participate in the development review of any development approvals by County that affect the layout of, materially impact the use of, or will increase the ADT by 10% or more of, the portions of Jordanelle Ridge Dr. in the County. Heber City will either approve or deny any proposed changes to the layout, use, or ADT on the Jordanelle Ridge Dr. that either materially change Heber City's obligations under this Agreement, or do not materially comply with AASHTO, UDOT, Utah APWA or Utah Water Quality (NOI) Standards, which are presented to Heber by the County.
5. To the extent allowed under applicable law, Heber City shall consider, and shall approve or deny any proposals by County to perform or allow any maintenance, construction, or landscaping that alters the portions of Jordanelle Ridge Dr. to be maintained by the City.

6. Heber shall cooperate with County in any additional acts necessary to designate the Jordanelle Ridge Dr. as a Class C road, and to effectuate the purposes of this Agreement.

C. ASSUMPTION OF LIABILITIES

1. Neither party shall be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any personnel of the other party performing duties or obligations pursuant to this Agreement.
2. The County and Heber are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63G-7-101, *et seq.*) (the "Immunity Act.") Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The County and Heber do not waive any defenses otherwise available under the Immunity Act nor does Heber or the County waive any limits of liability currently provided by the Immunity Act.

D. TERM OF AGREEMENT

1. The term of this Agreement shall commence on the Effective Date, and shall continue for a term of fifty (50) years. Thereafter, it shall automatically renew for additional consecutive terms of one (1) year each unless either party gives notice in writing of non-renewal 30 days before a termination date. If Jordanelle Ridge Dr. is fully annexed into Heber, this Agreement shall automatically terminate.
2. Either party may terminate this Agreement at the end of a calendar year by notifying the other party to this Agreement in writing of their intent to terminate the Agreement at least eleven (11) calendar months prior to the end of the calendar year.

E. GENERAL PROVISIONS

1. Notice to the County shall be given to the Wasatch County Engineering Director, and Notice to Heber shall be given to its City Engineer. Notice by U.S. mail or electronic mail, so long as the electronic mail's receipt is acknowledged by a non-automated response, are acceptable methods of notice required in this Agreement.
2. Any alleged Default hereunder shall be noticed to the other Party, who shall have 15 days to cure the default. If the default is not cured, the Agreement may be terminated by the non-defaulting party, or the Agreement may be specifically enforced, or any other remedy available under law may be utilized.
3. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and Heber and attached to the original of this Agreement.

4. Force Majeure. Any failure or delay by a party in the performance of its obligations under this Agreement is not a default or breach of the Agreement or a ground for termination under this Agreement to the extent the failure or delay is due to elements of nature or acts of God, acts of war, terrorism, riots, revolutions, or strikes or other factor beyond the reasonable control of a party (each, a "*Force Majeure Event*"). The party failing or delaying due to a Force Majeure Event agrees to give notice to the other party which describes the Force Majeure Event and includes a good faith estimate as to the impact of the Force Majeure Event upon its responsibilities under this Agreement, including, but not limited to, any scheduling changes. However, should any failure to perform or delay in performance due to a Force Majeure Event last longer than thirty (30) days, or should three (3) Force Majeure Events apply to the performance of a party during any calendar year, the party not subject to the Force Majeure Event may terminate this Agreement by notice to the party subject to the Force Majeure Event.
5. No third party is a beneficiary of this Agreement.
6. This Agreement shall be governed and enforced according to the laws of the State of Utah. Any defaults or disputes that cannot be resolved between the parties shall be resolved through the District Court in Wasatch County.
7. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, Heber and the County agree as follows:
 - a. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Heber and the County.
 - b. This Agreement shall be administered by the City Engineer of Heber and the Engineering Director of the County.
 - c. The respective budgets for this Agreement shall be financed, established, and maintained by Heber and the County.
 - d. This Agreement shall be submitted to the attorneys authorized to represent Heber and the County for review as to proper form and compliance with applicable law, as established by the respective attorneys affixing their signatures to this Agreement before this Agreement may take effect.
 - e. A duly executed copy of this Agreement shall be immediately filed with the keeper of records for both Heber and the County.
 - f. This Agreement shall not take effect until it is filed with the keeper of the records of Heber and the County.
 - g. This Agreement shall be approved by the legislative body of each party prior to its execution by the parties.
8. Prior Agreements. This Agreement between the parties, and upon the date of the approval of this Agreement by both parties, and starting on the Effective Date, supersedes and replaces all prior agreements between the parties regarding the Jordanelle Ridge Dr.

IN WITNESS WHEREOF, Heber City, as set forth below, has caused this Agreement to be signed by its Mayor, and the seal of Heber to be affixed hereto on the _____ of _____, 2025, and the County has caused this Agreement to be signed by the County Manager on the ____ day of _____, 2025.

COUNTY OF WASATCH

HEBER CITY

By: _____
Dustin Grabau
Wasatch County Manager

By: _____
Matt Brower
Heber City Manger

APPROVAL RECOMMENDED:

APPROVED AS TO FORM:

By: _____
Russ Funk
Heber City Engineer

By: _____
Jeremy Cook
Heber City Attorney

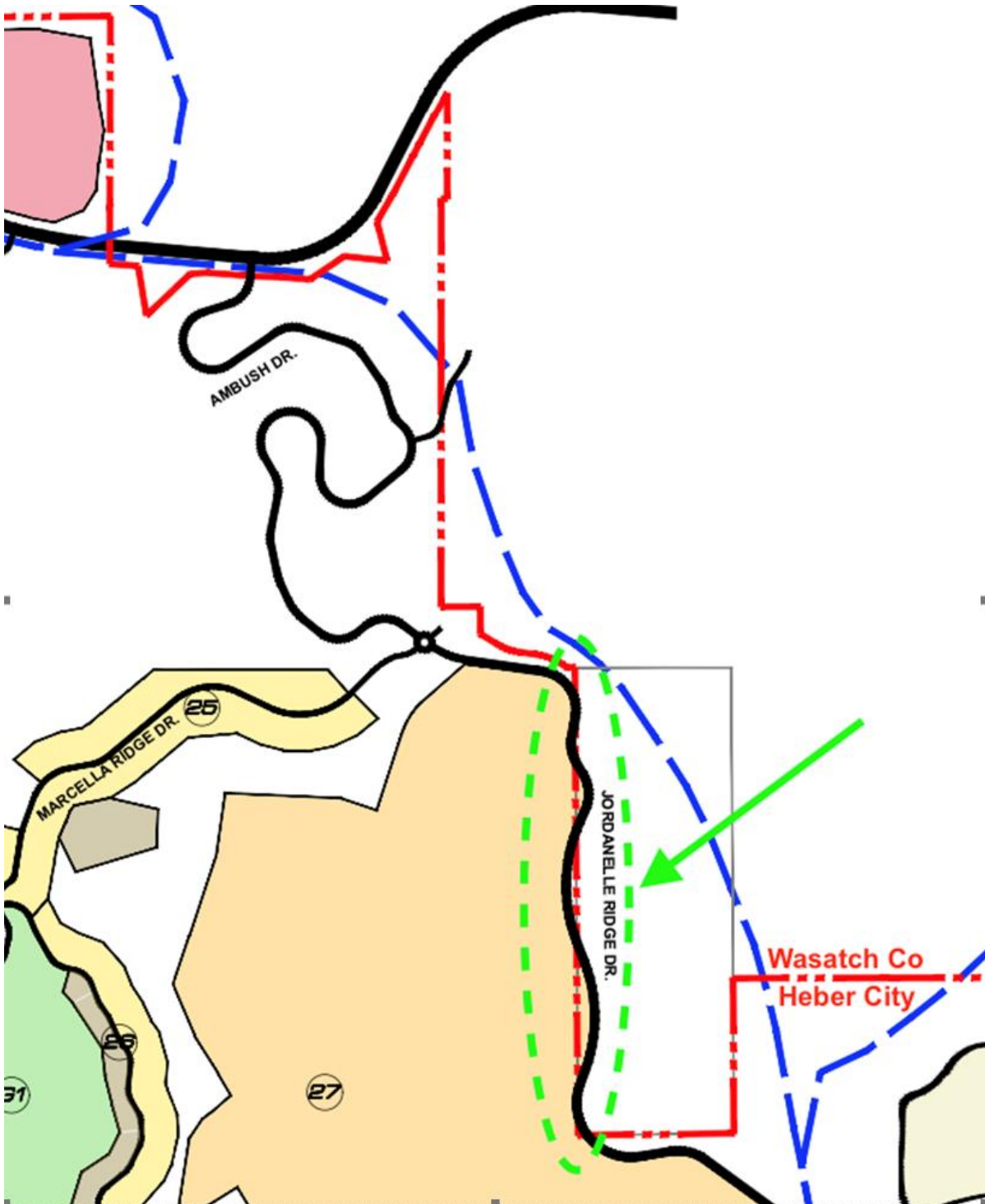
APPROVAL RECOMMENDED:

APPROVED AS TO FORM:

By: _____
Jed Muhlestein
Wasatch County Engineering Director

By: _____
Jon Woodard
Deputy County Attorney

Exhibit A
Jordanelle Ridge Dr.
(See Green Arrow)



HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 12/1/25



SUBJECT: Nomination to Airport Advisory Board (AAB) & City Audit Committee

RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

Mayor Franco is nominating Jason Talley again to the AAB. He is currently serving as Chair of the AAB and has attended city council meetings. Mayor is also nominating two to the City's Audit Committee who applied through the city's website: Daniel Monzello, who attended last month's Budget Committee hearings, and Berkely Corey Noyes, former council candidate.

RECOMMENDATION

City Council can review nominees' qualifications below.

Nominee for AAB:

Jason Talley



Jason P. Talley is Chairman and CEO of Baker's Burgers, a quick service restaurant chain with 38 locations and 1300 employees. He is also the Founder and CEO of Elemental Aviation. Previously, he was the founder and CEO of SierraTrax, which was acquired by JSSI in 2021. He was a partner in five Crumbl Cookie franchises in Orange County, California from 2021 until 2025. As an aviation entrepreneur, Jason also founded JetFuelX, an aerospace company that enabled advanced fuel analytics and efficiencies for business aircraft. JetFuelX was acquired by ForeFlight, LLC (now a Boeing Company) in 2015. Jason has also served on the Board of Bendix-King, a division of Honeywell, where he developed AeroWave and led the initial prototype and development of AeroVue. He continues to advise multiple aerospace companies on technology and product development. He has also founded and operated technology companies in Internet infrastructure and computational computing, and is active in investing in, and consulting with both startups and mature technology companies. Previously he also served on the board of Mylo, an electronic insurance marketplace startup as well as several charities, including Angel Flight West. He was a board member of Citation Jet Pilots Association for 8 years as well as the current Chairman of the Heber City Airport Advisory Board. In addition, he serves on the board of the Wasatch Education Foundation. Jason received his B.S. in Mathematics from MSSU, his J.D. from the University of Missouri and is licensed to practice law in Utah, California, Missouri and Kansas. He is an Airline Transport rated pilot and a Certified Multi-Engine Instrument and Glider Flight Instructor and currently flies a glider, Cessna Citation, and Citabria. He has been married to Lily, his wife of 28 years, and has two teenage boys with whom he enjoys skiing, flying, and mountain biking with as much as possible.

Nominees for Audit Committee:

Name	Daniel Monzello
Email Address	dmonzello@gmail.com
Address	611 S 680 E
City	Heber City
State	UT
Zip Code	84032
Phone Number	
Background/Experience/Qualifications	Resume attached.
Why I want to serve on the Audit Committee	I have called Heber Valley home since 2016. I'm currently raising my family here and plan to remain in this community for the rest of my life. I care deeply about its future and want to give back in a meaningful way. For over 15 years I have managed the day-to-day bookkeeping, accounting, cash-flow, budgeting, trust administration, and regulatory compliance for an ultra-high-net-worth family office and its related entities. I have also worked directly with Heber City's planning, building, engineering, and inspection departments to permit, build, and occupy a 20,000 sq ft commercial building near the airport — a project that brought quality tenants, new jobs, and valuable services to our valley. I believe strong, transparent financial stewardship is the single most important responsibility of local government. Serving on the Audit Committee is the most direct way I can use my professional experience to help ensure Heber City remains fiscally responsible, accountable, and well-prepared for continued growth. I would be honored to serve.

Resume:

DANIEL MONZELLO

611 S 680 E, Heber, UT 84032

dmonzello@gmail.com

PROFESSIONAL EXPERIENCE

Vice President – Single Family Office

June 2010 – Present

Nelson Group of Companies

Working directly with the principal and a small team of three others, I have managed an ultra-high net worth single-family office for over 15 years, with primary responsibility for financial oversight, accounting accuracy, and asset management across dozens of entities and real estate holdings in 34 states.

- Performed day-to-day bookkeeping and basic accounting for the family office and all related entities for over 15 years, including expense tracking, revenue reconciliation, cashflow management, budget oversight, vendor payments, and preparation of financial summaries for owners, trustees, and external accountants.
- Acted as trustee and financial overseer for multiple irrevocable and revocable family trusts, ensuring accurate record-keeping, distributions, tax-basis tracking, and full regulatory compliance.
- Served as owner's representative and primary liaison with Heber City planning, building, and inspection departments for the permitting, construction, and occupancy of a 20,000 sq ft commercial building near Heber Valley Airport; navigated all zoning, impact fees, and municipal requirements; completed tenant improvements for four 5,000 sq ft bays and personally selected high-quality local tenants that created jobs, increased tax revenue, and added valuable services to the Heber community.
- Oversaw multi-million-dollar construction budgets and cash flow for the 21,000 sq ft personal residence in Wolf Creek Ranch and the 20,000 sq ft Heber commercial project, including contractor payments, change-order review, lien waivers, and final cost reconciliation.
- Regularly collaborate with external CPAs, tax counsel, bankers, and private equity managers on tax strategies, trust accounting, investment due diligence, and financial reporting.
- Sourced, analyzed, and managed alternative investments (DSTs, life settlements, cryptocurrency, farmland), with strong emphasis on risk assessment and return verification.

- Executed or oversaw dozens of real estate acquisitions, dispositions, refinancings, and 1031 exchanges.

EDUCATION & NOTABLE ACCOMPLISHMENTS

Bachelor of Science, Business Administration 2016
Brigham Young University – Idaho
Emphasis in Entrepreneurial Management

Rank of Eagle Scout 2007
Eagle Scout Project: Organized collection and shipment of food/sanitary supplies for U.S. servicemen and women

Volunteer Service 2007 – 2009
Full-time ecclesiastical missionary, Illinois Chicago North Mission
The Church of Jesus Christ of Latter-day Saints

Family
Happily married to Julianne; father of three children

Name	Berkley Corey Noyes
Email Address	corey@balanced-capital.com
Address	2158 S 60 E
City	Heber City
State	UT
Zip Code	84032
Phone Number	206794926

Background/Experience/Qualifications I am a CERTIFIED FINANCIAL PLANNER™ and owner of Balanced Capital, where I provide comprehensive financial planning, investment management, and tax strategy for more than 140 households. My work requires detailed financial analysis, risk assessment, and ongoing oversight of client portfolios, as well as the creation and monitoring of budgets and long-term financial projections. In addition, I operate Heber City Tax Prep, where I prepare and review tax returns with a strong emphasis on accuracy, compliance, and transparency. My experience has trained me to identify inconsistencies, evaluate financial data objectively, and communicate complex information clearly. Beyond my professional

work, I am actively involved in the Heber community and value responsible, ethical stewardship of public resources—skills and principles I would bring to the Audit Committee.

Why I want to serve on the Audit Committee

I want to serve on the Heber City Audit Committee because I believe strongly in transparent, accountable financial oversight and want to use my professional background to help ensure the city's resources are managed responsibly. As a financial planner and tax preparer, I spend every day reviewing financial statements, identifying risks, and helping people understand where their money is going—skills that translate directly into the work of this committee. I care deeply about Heber and want residents to trust

that their tax dollars are handled with care, accuracy, and clarity. Serving on the Audit Committee is an opportunity to give back to the community in a meaningful, practical way by bringing financial expertise and an objective, resident-focused perspective to the city's internal review process.

Corey Noyes

2158 S 60 E
Heber, UT 84032
corey@balanced-capital.com
(206) 719-4926

Objective

As a financial planner and tax preparer with deep experience in budgeting, fiduciary oversight, and guiding clients through complex financial decisions, I am seeking a position on the Heber City Audit Committee to contribute my analytical skill set and commitment to transparency. My background in financial planning, tax strategy, and community involvement uniquely equips me to support responsible stewardship of public funds, strengthen internal controls, and ensure that Heber's financial practices remain clear, accountable, and aligned with the best interests of residents.

Experience

Balanced Capital Investments - Owner

May 2021 - Current

- Designed personalized financial plans that give clients clarity, confidence, and a straightforward path toward long-term success.
- Optimized investment portfolios so clients can spend less time worrying about markets and more time enjoying the life they've built.
- Integrated advanced tax strategies into everyday financial decisions, helping clients keep more of what they earn without the complexity.
- Guided clients through major life and money transitions, turning financial uncertainty into calm, informed decision-making.

Heber City Tax Prep - Owner

May 2021 - Current

- Prepared accurate, easy-to-understand tax returns so clients can file with confidence and avoid unexpected IRS surprises.
- Identified tax-saving opportunities that help families reduce their annual tax burden without needing complicated accounting knowledge.
- Translated confusing tax rules into simple, actionable guidance, empowering clients to make smarter money decisions year-round.
- Streamlined the entire tax-filing process so clients save time, reduce stress, and walk away knowing their taxes were done right.

Education

Brigham Young University | Bachelors of Finance 2015

Certified Financial Planner - 2024

Accredited Asset Management Specialist - 2129



Heber City Council Staff Report

MEETING DATE: 12/2/2025

SUBJECT: Atlas Towers Ground Lease Agreement and Potential Zone Change of City Property to Public Facilities Zone located at approximately 590 East Center Street

RESPONSIBLE: Tony Kohler

DEPARTMENT: Planning

STRATEGIC RELEVANCE: Community Development

SUMMARY

Atlas Tower 1, LLC, has submitted a proposed lease agreement with Heber City for the construction of a cell tower on the City's Hospital Well property located at 590 East Center. Atlas is looking for informal feedback from Council and will return at a future meeting for approval of the lease agreement.

RECOMMENDATION

Staff recommends Council provide feedback on the proposed lease, zone change and proposed telecommunication facility, with the petitioner returning to the City Council for future approval of the lease.

BACKGROUND

The City's property contains the Hospital Well. The property is divided into 2 zones, the R-3 Residential and R-1 Residential Zones. The Telecommunications Ordinance permits a Cell Tower at a height of 35 feet with current zoning of the property. The Institutional and Public Facilities Zone (IPFZ) permits Cell Towers at a height of 65 feet. A 35 foot tall cell tower could accommodate one cell provider tenant, while 65 feet could accommodate 3 tenants. The proposal is to rezone the property to IPFZ so the cell tower can accommodate multiple tenants as required by the Telecommunications Ordinance.

DISCUSSION

The process for approval of the site would involve the following:

1. Approval of lease by City Council;
2. Zone Change/Development Agreement recommendation by Planning Commission with a public hearing;
3. Approval of Zone Change by Council; and
4. Review and Approval of cell tower as a conditional use by the Planning Commission.

FISCAL IMPACT

\$800 per month lease, one time payment of \$150,000 plus \$500 per month for each additional tenant (up to two additional tenants).

CONCLUSION

N/A

ALTERNATIVES

N/A

POTENTIAL MOTIONS

N/A

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. Heber Hill Ground Lease City Atlas Tower updated 10.1.25
2. Current Zoning Hospital Well
3. Heber City Hospital Well Specific Map
4. IPFZ
5. Telecommunications Ordinance

LANDLORD:

HEBER CITY CORPORATION
75 N MAIN ST
HEBER CITY, UT 84032
Landlord E-mail: tkohler@heberut.gov
Landlord Phone #: 435-657-7900

TENANT:

Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made upon the date of the last signee by and between, Heber City Corporation, a Utah municipality (the "**Landlord**"), whose address is 75 N. Main Street, Heber City, UT 84032, and Atlas Tower 1, LLC (the "**Tenant**"), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301.

WHEREAS, the Landlord owns certain real property that is designated as parcel number 00-0020-2672 that is more particularly described or depicted in attached **Exhibit 1** (the "**Property**"); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2** (the "**Premises**").

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. RIGHT TO LEASE.

- (a) Landlord grants to Tenant the right to lease a portion of the Property measuring approximately (50 feet x 50 feet, measuring 2500 sq. feet.) together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as depicted on the attached **Exhibit 2** (collectively, the "**Premises**"). The exact location of the Premises shall be determined by the Landlord, provided that the Premises is located within the red shaded area shown on the attached Exhibit 2 or in a location that is otherwise acceptable to Tenant.
- (b) From and after the date of this Agreement as set forth above, and for the time period set forth below (the "**Testing Period**"), and at any time during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant acknowledges that Landlord may have underground facilities within the Premises, and Tenant shall coordinate with Landlord prior to any drilling or boring to determine the exact location of underground facilities. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests. The Testing Period activities and the terms and conditions related to the Testing Period, including the indemnification statements shall only apply to the area being leased to Tenant ("**Premises**"), and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site. The Initial Testing Period shall run from and after the date of this Agreement for a period of twelve (12) months, commencing on the date of full execution of this Lease.

Tenant will be allowed to conduct all testing activities that do not entail digging into the ground on the entirety of the premises.

- (c) During the Initial Testing Period and any mutually agreed upon extension thereof, Tenant may commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not commence the Agreement during the Initial Testing Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other. Tenant must notify Landlord in writing of the commencement of the Initial Term prior to any construction activity.
- (d) Notwithstanding the foregoing, the City shall have the right to terminate this Agreement at any time prior to all Government Approvals if City determines, in City's sole discretion, that the design and engineering is not compatible with the Property or the City's current or future uses of the Property.

2. TERM.

- (a) This Lease shall commence (the "**Commencement Date**") upon Tenant sending a written Request for Commencement of Lease (the "**Lease Commencement Request**") to Landlord and Landlord acknowledging in writing acceptance and approval of the Lease Commencement Request, which acceptance and approval may be withheld by Landlord for any reason. If the Lease Commencement Request is not received by Landlord prior to December 31, 2026, this Lease shall terminate. Unless extended or sooner terminated as herein provided, the term shall be for a period of 240 Months following the Commencement Date ("**Initial Term**"). Upon the Commencement Date, Tenant shall provide initial Rent payment to Landlord within forty-five days and Landlord shall provide information to place or initiate automatic Rent payment delivery into Tenant's accounting and payment system.
- (b) Tenant shall have the option to extend the term of this Lease for Two 5-year Extensions each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

- 3. **RENT.** Tenant shall pay rent to Landlord beginning at Commencement Date a monthly rental payment of Eight Hundred Dollars (\$800.00) and a one-time payment of One Hundred Fifty Thousand Dollars (\$150,000.00) ("**Rent**") for the initial national broadband mobile network carrier to install equipment on the Communications Facility ("**Anchor Tenant**"), at the address set forth above on or before the fifth (5th) day of each calendar months in advance. Tenant shall also pay to Landlord Five Hundred Dollars (\$500.00) ("**Additional Rent**") for each additional national broadband mobile network carrier to install equipment on the Communications Facility ("**Additional Tenants**"), as shown by the payment schedule below. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within sixty (60) days from the Rent Commencement Date, except that the one-time payment will be paid within thirty (30) days of site construction completion. On every year anniversary from Commencement Date the Rent shall increase by two percent (2 %) over the previous years' Rent amount.

Anchor Tenant: \$800.00/month

Anchor Tenant plus one Additional Tenant: \$800.00 plus \$500.00/ month

Anchor Tenant plus two Additional Tenants: \$800.00 plus \$1,000.00/month

Anchor Tenant plus three Additional Tenants: \$800.00 plus \$1,500.00/month

4. TAXES.

- (a) Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the communications tower, lease area compound, and all equipment within the leased premises, including all improvements and tangible personal property of Tenant and/or its sub lessees ("**Communications Facility**"). Tenant acknowledges that Landlord is a governmental entity and not subject to property taxes, but privilege taxes or other taxes may be applicable due to Tenant's use of the property, including, but not limited to, taxes under Utah Code Ann. § 59-4-101. Tenant agrees to pay all taxes, fees or other assessment due and owing

as a result of Tenant's use of the Premises. If the Property is transferred to a non-governmental entity, Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In no event shall Tenant be required to pay any income taxes or other special assessments of tax due as a result of the rental income from Tenant to Landlord. In the event that Landlord fails to pay when due any taxes affecting the Premises or the Easement, Tenant shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Tenant shall have the right to protest the amount of any taxes with any applicable taxing authority and Landlord shall reimburse to Tenant that amount of any reduction in taxes resulting from such protest.

- (b) Landlord shall provide Tenant with a copy of any and all tax assessment documents or notices received by Landlord relating to the Communications Facility within 10 days of receipt by Landlord. If Landlord fails to provide Tenant with such notices within the required timeframe, Tenant shall be relieved of any responsibility to pay such taxes and Landlord waives any claims or rights to seek payment from Tenant relating to such assessments.

5. USE.

- (a) Tenant may use the Premises for the purpose of erecting, installing, operating and maintaining a radio and communications tower, using a site-specific design, approved by the City, including self-supporting tower, monopole stealth tower (e.g. monopine, bell tower, silo, etc.), or guy wire tower (with necessary cable anchor easements), to transmit and receive with equipment, antennas, dishes, mounting structures, equipment buildings and related equipment specific to the City approved cell tower. Upon written approval by the City, Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant, Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with Tenant's use of the Premises for the intended purposes. Within the specific defined location upon the Premises, Tenant shall have the right to install communications towers, buildings, equipment, backhaul equipment and cable for all wireless communication equipment to be installed on the Property, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.
- (b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, which may encroach upon the Communications Facility or Premises. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, and operation of the Communication Facilities. Upon written approval from the City's Public Works Department, Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon. At all times during the term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall have the unrestricted, exclusive right to use, and shall have free access to the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment associated with the Tower, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, Tenant shall have the right to terminate this Lease Agreement upon written notice to Landlord, provided that Tenant shall remove all equipment and facilities on the Property prior to the effective date of the termination, and Tenant shall pay one-time termination fee of ten thousand dollars (\$10,000).

- 6. **PERMITS AND APPROVALS.** Tenant acknowledges that Landlord is a Utah municipal with zoning and land use jurisdiction over the Property. Nothing in this Agreement shall be construed to waive any requirement for Tenant to obtain land use approval, exempt Tenant from any zoning, permit or land use requirements or regulations of Heber City, or provide any approval of Heber City to construct any improvements on the Premises.

In no event shall Heber City's denial of any permit or application be construed as a breach of this Agreement or create any liability under the terms of this Agreement.

7. **ACCESS AND UTILITIES.** To the extent that it is legal, and that Landlord has the right to allow the same, Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its' customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of overhead and, to the extent that it is legal, and that Landlord has the right to allow the same, underground electric and other utility facilities (including wires, poles, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority, along with the right to modify, adjust, or redesign any such access and utility easement in order to comply with local or state fire access requirements and enjoy all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above.
8. **EQUIPMENT AND FIXTURES.** All improvements, equipment or other property attached to or otherwise brought onto the Premises by Tenant shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, fixtures, no-trespassing signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Tenant shall not construct any fencing around the Premises unless Tenant provides Landlord with access through the fencing and the fencing does not unreasonably interfere with the landlord's water tank or other facilities. At any time during the term of this Lease Agreement, Tenant or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Premises. Within sixty days (60) after termination hereof, Tenant or its customers shall have the obligation to remove all above ground equipment, structures, fixtures, signs, and personal property from the Premises. Tenant shall only be allowed to erect / install signs that are required by Federal, State, or Local law.
9. **ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord, so long as said person or entity has financial assets equal to or greater than Tenant, and said person or entity has the resources and experience to successfully run a Wireless Telecommunication Facility. After delivery by Tenant to Landlord of an instrument of assumption by an assignee that assumes all the obligations of Tenant under this Lease, Tenant will be relieved of all liability hereunder. Landlord may assign this Lease, in whole or in part, to any person or entity (a) who or which acquires fee title to the Premises and/or (b) who or which agrees to be subject to and bound by all provisions of this Lease. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant, in Tenant's sole discretion. Notwithstanding any prohibition on assignment set forth herein, Tenant may collaterally assign its rights hereunder to a lender ("Lender") as security for a loan. In event of default by Tenant of Tenant's obligations to any Lender, Tenant's Lender shall have the express right to assume the Tenant's obligations under the Lease and acquire and/or sell all of the Tenant's rights under the Lease and improvements without consent from the Landlord.

10. **WARRANTIES AND REPRESENTATIONS.**

- (a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease.
- (b) Landlord shall promptly pay all real estate taxes and assessments against the Premises when due and shall avoid any delinquencies with respect thereto. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches

any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

- (c) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord and the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property except to the extent such presence was caused by Tenant.
- (d) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid easements. Tenant shall be responsible to pay the cost to install any utilities to service the Premises.
- (e) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by, and will continue to be provided.
- (f) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.
- (g) It is intended that the legal description of the Premises accurately reflect an "as-built" survey of any existing communications tower and accordingly the parties agree that, if any part of such tower, buildings, roadways, utilities, or anchors related to the communications tower located on the Premises is located beyond the legal description of the Premises or any easements specified in the Lease, the Lease is hereby amended to provide that the Premises includes the existing location of any such improvements as part of the Premises demised in the Lease, to the extent that such improvements are located on real property owned by Landlord. To the extent that such improvements are not located on real property owned by Landlord, Landlord shall cooperate with Tenant and shall use reasonable efforts to secure approval and/or permission from the owner of the real property on which such improvements are located.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sub lessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. The parties agree to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, "Indemnified Persons"), from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of (i) such party's breach of any of its obligations, covenants, or warranties contained herein, or (ii) such party's acts or omissions with regard to the Lease. However, in the event

of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such claim or liability.

- 12. INSURANCE.** Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$2,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, and shall provide for cancellation only upon 10 days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.
- 13. INTERFERENCE.** During the term of this Lease, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to any of the Property adjacent to the Premises: (a) for any of the uses contemplated in paragraph 5 herein; or (b) if such lease, license, or easement would detrimentally impact Tenant's Communications Facility, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Premises or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Premises, except for towers constructed by Tenant.
- 14. ASSIGNMENT OF RENTAL PROCEEDS.** The City shall not sell the rental stream of this Agreement separate from the entirety of the Property, without written consent from Tenant.
- 15. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements. The security activities under this paragraph shall only apply to the area being leased to Tenant ("Premises") and shall be limited to uses and activities identified in this Lease Agreement, which include the construction, operation, maintenance, of a wireless communication site.
- 16. FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.
- 17. CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall the Lease be terminated or modified (other than an abatement of Rent) due to a casualty or condemnation without the prior written consent of Tenant.
- 18. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.
- 19. ATTORNEY'S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and

expenses, including reasonable attorney's fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

20. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

21. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a parties at the address below, or to such other address that a party below may provide from time to time:

LANDLORD:

HEBER CITY c/o City Recorder
75 N MAIN ST
HEBER CITY, UT 84032

TENANT:

Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

22. MISCELLANEOUS.

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (d) Failure of either party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

This Agreement and performance hereunder shall be deemed to have been made in, shall be governed by, and construed in accordance with the laws of the State of Utah. Venue for any action to enforce the provisions of this Agreement shall be solely in the Fourth Judicial District Court in and for Wasatch County, Utah. This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

- (e) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (f) A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** attached hereto and each party hereby agrees to execute such form promptly following request by the other.
- (g) Landlord agrees to provide Tenant with a completed W-9 form upon Lease execution for Tenant's bookkeeping and tax accounting purposes.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

DATED this _____ day of _____, 2025.

LANDLORD:

HEBER CITY CORPORATION

Heidi Franco, Mayor

ATTEST:

City Recorder

DATED this _____ day of _____, 2025

TENANT:

ATLAS TOWER 1, LLC

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT 1
Description of Parent Tract

Real property with parcel number 00-0020-2672 and an assessor legal description of BEGINNING AT A POINT WEST 2072.41 FEET FROM THE NE CORNER OF SEC 5 T4S R5E SLM: S90-0-0W 18.02; S0-0-35W 450.51; N90-0-0E 104.77; N0-0-0E 127.16; N88-40-25W 70.46; N62-27-52W 20.12; N0-0-0E 312.36 TO THE BEGINNING. AREA: 0.427 ACRES +/-

EXHIBIT 2

The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description provided by Tenant when available. The Premises may be located anywhere within the red outlined space depicted below



EXHIBIT 3

Memorandum of Lease Agreement attached hereto on subsequent pages.

Return to:
Atlas Tower 1, LLC
2500 30th Street, Suite 304
Boulder, CO 80301

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease evidences a Lease (“Lease”) by and between, Heber City Corporation, a Utah municipality (the “Landlord”), whose address is 75 N. Main Street, Heber City, UT 84032, and Atlas Tower 1, LLC (the “Tenant”), whose address is 2500 30th Street, Suite 304, Boulder, CO 80301, which Lease commenced on _____ (the “Commencement Date”), for certain real property (the “Premises”), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby Leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for a term of 240 months. A copy of the Lease may be obtained by contacting the Heber City Recorder at the address above.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT TWO PAGES]**

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

HEBER CITY CORPORATION

Heidi Franco, Mayor

State of Utah

County of Wasatch

On this _____ day of _____, 20____, before me personally appeared to me _____
_____ known (or proved to me on the basis of satisfactory evidence) to be the
person(s) described in and who executed the foregoing instrument and acknowledged that they executed
the same as their free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 20____.

Notary Public

My Commission Expires:

TENANT:

ATLAS TOWER 1, LLC

Signature: _____

Printed Name: _____

Title: _____

State of Colorado

County of Boulder

On this _____ day of _____, 20____, before me personally appeared _____ of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 20____.

Notary Public

My Commission Expires:

EXHIBIT 1
Description of Parent Tract

Real property with parcel number 00-0020-2672 and an assessor legal description of BEGINNING AT A POINT WEST 2072.41 FEET FROM THE NE CORNER OF SEC 5 T4S R5E SLM: S90-0-0W 18.02; S0-0-35W 450.51; N90-0-0E 104.77; N0-0-0E 127.16; N88-40-25W 70.46; N62-27-52W 20.12; N0-0-0E 312.36 TO THE BEGINNING. AREA: 0.427 ACRES +/-

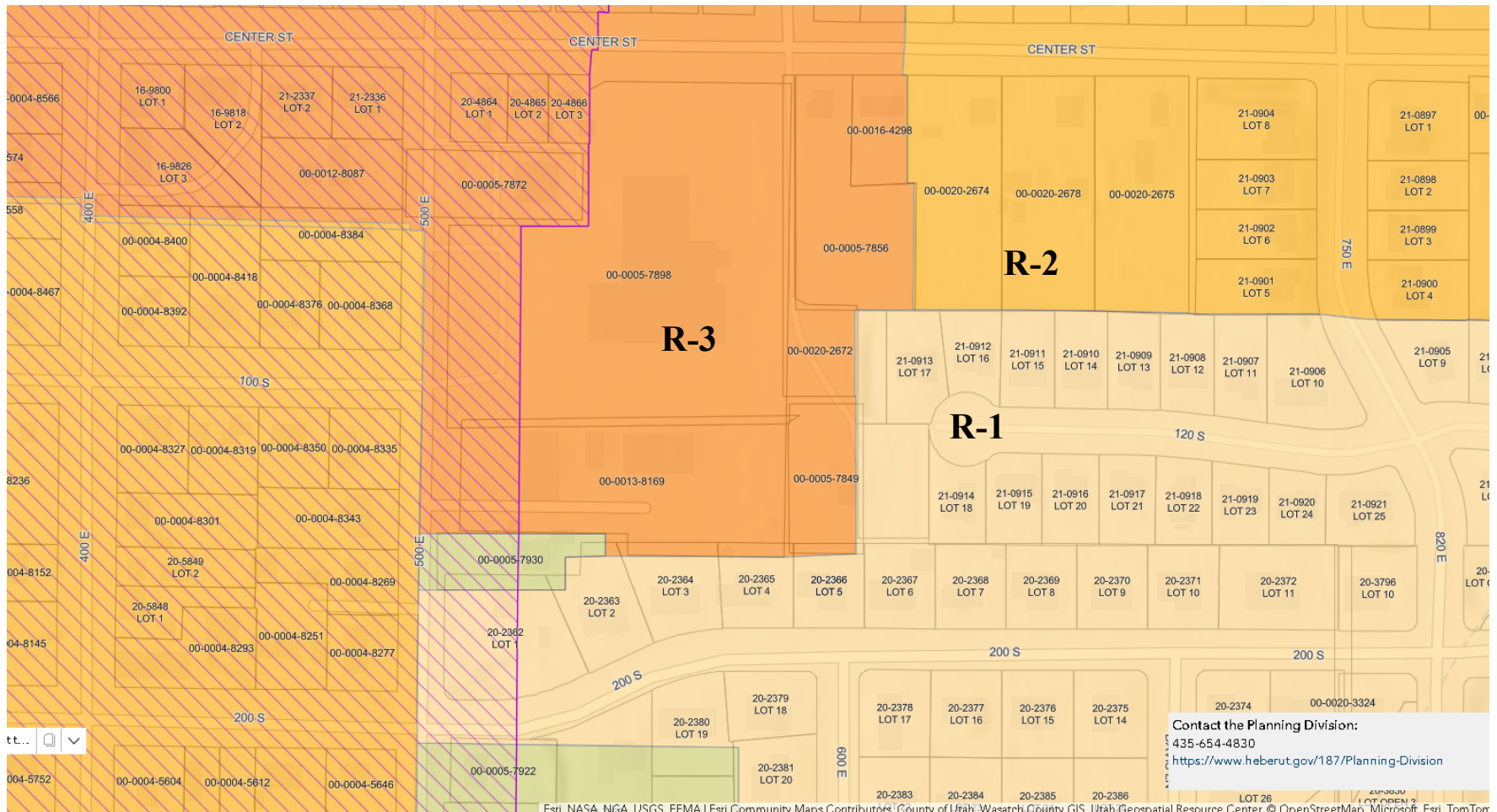
EXHIBIT 2

The Premises is depicted/described as follows (50 feet x 50 feet, measuring 2500 sq. feet.) and will be replaced by a surveyed legal description when available. The Premises may be located anywhere on the Property so long as it is contained within the red outlined space depicted below:

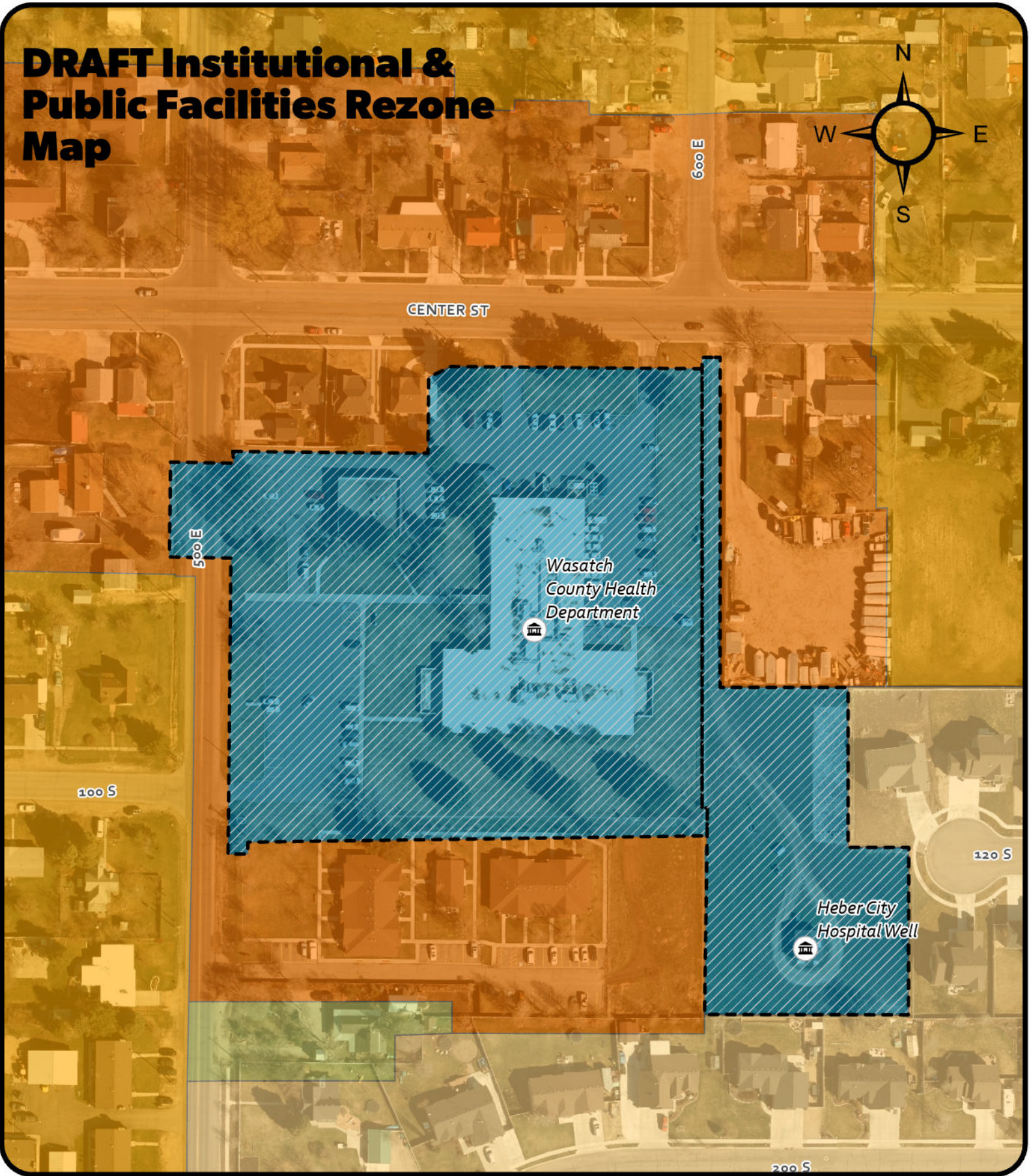


Current Zoning

December 2, 2025



DRAFT Institutional & Public Facilities Rezone Map



IPFZ Rezone Areas

Cemetery
 Education
 Government

Healthcare
 Park
 Police

ZONE

A-2
 B/MP Zone
 C-2
 C-3

C-4
 CIVIC
 I-1
 I-2
 IPFZ

MCZ
 MURCZ
 NOS
 NV
 PC

R-1
 R-2
 R-3
 RA-2
 UV

18.26 Institutional And Public Facilities Zone (IPFZ)

18.26.010 Objectives - Characteristics

18.26.020 Permitted Primary Uses

18.26.025 Permitted Secondary Uses

18.26.030 Area Requirements

18.26.040 Setback Requirements

18.26.050 Height And Size Requirements

18.26.060 Special Provisions

18.26.065 Compatibility With Residential Zones

18.26.010 Objectives - Characteristics

- A. The Institutional and Public Facilities (IPF) zone has been established for the primary purpose of providing a location where public and community buildings and facilities can be located and promotes the current and future use of such facilities.
- B. This zone is intended to provide immediate recognition of such areas upon the official zoning map of the City, and to reduce the effect which the location of these facilities may have upon zoning statistics in residential, commercial, or industrial areas.
- C. This zone is characterized by a mixture of public buildings, parks, schools, and other facilities meant for the use by the public and community.
- D. In order to accomplish the objectives and purposes of this title and to stabilize and protect the essential characteristics of this zone, the regulations set out in this chapter shall apply in the IPF zone.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.020 Permitted Primary Uses

The following buildings, structures and uses of land shall be permitted in the IPF Zone upon compliance with requirements as set forth in this Section:

- A. Accessory buildings and parking lots incidental and accessory to other permitted uses;
- B. Cemetery;
- C. Museums, art galleries;
- D. Hotels and convention centers;
- E. The raising of farm animals, agriculture and farming;
- F. Storm water and flood protection facilities;
- G. Sporting complexes, training facilities and associated housing;
- H. Performing art center;
- I. Private and public schools;
- J. Solar and wind farms;

- K. Telecommunication facilities;
- L. Wildlife areas;
- M. Churches;
- N. Fairgrounds;
- O. Event Centers;
- P. Hospitals;
- Q. Public Parks;
- R. Public buildings;
- S. Public utility buildings, storage yards and associated structures (not including commercial storage sheds or outdoor commercial storage areas);
- T. Recreation buildings and facilities;
- U. Schools, Colleges, Universities;
- V. Scenic railroads and railroad maintenance yards;
- W. Water wells, utility transmission and distribution lines, dams, pumping plants, power plants, substations, sewage treatment plants.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.025 Permitted Secondary Uses

The following buildings, structures and uses of land shall be permitted in the IPF Zone upon compliance with requirements as set forth in this Section. Secondary uses must accompany a primary use on the same lot or within the same building. The existence of secondary uses shall not limit the operation or extent of permitted primary uses within the IPF Zone.

- A. Nursery, day care, or preschools in support of a primary activity.
- B. Public Facilities for Special Events. Public Facilities for Special Events is defined as follows: A parcel used for overnight parking and lodging using RVs, travel trailers, temporary housing units, in conjunction with governmentally sanctioned, or sponsored public events.
- C. Recreational Vehicle Courts compliant with Chapter 18.96

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.030 Area Requirements

- A. There is no minimum lot area requirement and no maximum building size in the IPF Zone.
- B. Each project approved under this section must be fully located within the IPF Zone.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.040 Setback Requirements

In the IPF Zone, all buildings shall be set back at fifteen (15) feet from any public street right-of-way line. In the event of competing set back requirements as a result of building code restrictions, the most restrictive shall govern.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.050 Height And Size Requirements

All buildings in the IPF Zone shall be limited in height to forty-five (45) feet. Height may exceed this limit, provided the building is setback from each property line one horizontal foot for each vertical foot in height.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.060 Special Provisions

- A. A 10 foot wide landscaping strip shall be provided along each street right of way, which shall be planted with a mixture of evergreen and deciduous trees, spaced on average no further than one tree for each twenty-five (25) feet of street frontage.
- B. Sidewalk shall be installed according to City standards along the property's street frontage.
- C. RV Parks shall be screened from existing residential development with a masonry fence 8 feet tall.
- D. All outdoor lighting shall be shielded to direct light and glare only onto the premises and shall be consistent with Chapter 18.78 Lighting.
- E. The storage of goods and materials within 50 feet of a public street shall occur within a building or behind an eight foot tall sight obscuring fence.

HISTORY

Adopted by Ord. [2020-36](#) Adopting an Institutional and Public Facilities Zone on 8/18/2020

18.26.065 Compatibility With Residential Zones

18.110 Telecommunication Facilities

[18.110.010 Purpose](#)

[18.110.020 Findings](#)

[18.110.030 Definitions](#)

[18.110.040 Applicability](#)

[18.110.050 Application Requirements](#)

[18.110.060 Approval Process](#)

[18.110.070 Location](#)

[18.110.080 Uses](#)

[18.110.090 Co-Location](#)

[18.110.100 Lease Agreement](#)

[18.110.110 Development Standards](#)

[18.110.120 Additional Regulation For Monopoles And Towers](#)

[18.110.130 Area Limitations For Wall And Roof Mounted Antennas](#)

[18.110.140 Safety](#)

[18.110.150 Site Requirements](#)

[18.110.160 Site Disturbance](#)

[18.110.170 Signs](#)

[18.110.180 Subdivision And Condominium Covenants](#)

[18.110.190 Related Provisions](#)

HISTORY

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.010 Purpose

The purposes of this ordinance are:

- A. To regulate wireless services antennas and related electronic equipment and structures.
- B. To provide for the orderly establishment of wireless services facilities in the City.
- C. To minimize the number of antenna support structures by encouraging the use of stealth facilities, by encouraging the co-location of multiple antennas on a single structure, by encouraging the location of antennas on pre-existing support structures, and by encouraging the use of City and Government-owned property for antenna support structures.
- D. To establish siting, appearance, and safety standards that will help mitigate potential impacts related to the construction, use and maintenance of wireless services facilities.
- E. To comply with the Telecommunications Act of 1996 by establishing regulations that (1) do not prohibit or have the effect of prohibiting the provision of wireless services, (2) do not unreasonably discriminate among providers of functionally equivalent services, and (3) are not based on the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communication Commission's regulations concerning such emissions.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.020 Findings

The City Council makes the following findings:

- A. Wireless services devices are an integral part of the rapidly growing and evolving telecommunications

industry and present unique zoning challenges and concerns for the City.

B. The City needs to balance the interests and desires of the telecommunications industry and its customers to provide competitive and effective telecommunications systems in the City, against the sometimes differing interests and desires of others concerning health, safety, welfare, aesthetics, and orderly planning of the community.

C. The City has experienced an increased demand for wireless services facilities to be located in the City and expects the increased demand to continue into the future.

D. It is in the best interests of the City to have quality wireless services available, which necessarily entails the erection of wireless services facilities in the City.

E. The unnecessary proliferation of wireless services facilities throughout the City creates a negative visual impact on the community.

F. The visual effects of wireless services facilities can be mitigated by fair standards regulating their siting, construction, maintenance and use.

G. The City and other government entities own parcels of property spread throughout the City where wireless services facilities can be located so as to be as inoffensive as possible to the residents and businesses of the City.

H. Spacing wireless services facilities evenly throughout the city reduces the negative impact created by the proliferation of telecommunication towers.

I. Because of the height and appearance of some wireless services facilities, surrounding properties bear a disproportionate share of the negative impacts of a telecommunications tower.

J. A private property owner who leases space for a wireless services facility is the only one who receives compensation for the facility, even though numerous other property owners in the area are adversely affected by the location of the facility.

K. Encouraging wireless services facilities to be located on City and Government property, with lease payments paid to the City or other Governments instead of an individual property owner, indirectly compensates all citizens of the community for the adverse impacts of the facilities and is therefore the fairest method of distributing burden and benefit.

L. Locating antennas on existing buildings and structures, or constructing an antenna as a stealth facility, creates less of a negative visual impact on the community than the erection of lattice or guy towers.

M. Buildings and structures on public property are capable of being used to provide support for antenna arrays, thus reducing the proliferation of towers in all areas of the City.

N. The public policy objectives to reduce the proliferation of telecommunication towers and to mitigate their impact can best be facilitated by encouraging the use of less visually intrusive antennas and permitting the locating of wireless communication systems on telecommunication towers and antenna support structures that are located on property owned, leased, or used by the City or other Governments.

O. The requirements set forth in this ordinance for the placement of wireless services facilities on property owned, leased or used by the City or other Governments are necessary to protect the health, safety and general welfare of the community.

P. The Utah Code grants cities the authority to create or acquire sites to accommodate the erection of telecommunication towers in order to promote the location of telecommunication towers in a manageable area and to protect the aesthetics and environment of the area. The law also allows the City to require the owner of any tower to accommodate the multiple use of the tower by other companies where feasible and to pay the City or other Governments the fair market rental value for the use of any City or other Government-owned site.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.030 Definitions

A. ANTENNA. A device that transmits and/or receives telecommunications and/or radio signals for telecommunications and communication equipment that transmits or receives an electromagnetic radio frequency signal used in the provision of wireless service.

B. ANTENNA SUPPORT STRUCTURES. Any structure that can be used for the purpose of supporting an antenna(s).

C. ANTENNA, DRIVE TEST. A temporary antenna which is used for field testing of telecommunications signals and possible locations but does not provide telecommunications to customers.

D. ANTENNA, ENCLOSED. An antenna or series of individual antennas entirely enclosed inside a structure including but not limited to a cupola or wall of a building or chimney.

E. ANTENNA, FREESTANDING. An antenna mounted on or within a stand-alone support structure including but not limited to a wooden pole, steel pole, lattice tower, utility pole, lift tower, light standard, flag pole or other vertical support.

F. ANTENNA, ROOF MOUNTED. An antenna or series of individual antennas mounted on a roof of a building.

G. ANTENNA, TEMPORARY. An antenna used for a time period of less than thirty (30) days.

H. ANTENNA, WALL MOUNTED. An antenna or series of individual antennas mounted fully against the exterior face of a building including on the face of a chimney or penthouse. A wall or face of a building is defined as the entire area of all exposed vertical surfaces of a building that are above ground and facing approximately the same direction.

I. APPLICABLE CODES: The International Building Code, the International Fire Code, the National Electrical Code, the International Plumbing Code, and the International Mechanical Code, as adopted and amended under Utah Code Annotated, title 15A, State Construction and Fire Codes Act.

J. APPLICABLE STANDARDS: The structural standards for antenna supporting structures and antenna, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.

K. APPLICANT: A wireless provider or their authorized agent who submits an application.

L. APPLICATION: A request submitted by a wireless provider for a permit to co-locate a small wireless facility in a right-of-way or to install, modify or replace a utility pole or a wireless support structure.

M. CITY. The City of Heber, Utah.

N. CITY-OWNED PROPERTY. Real property that is owned, leased or controlled by the City.

O. CO-LOCATION. The location of telecommunication facility on an existing structure, tower or building in a manner that precludes the need for that telecommunications facility to be located on a free-standing structure of its own.

P. DIRECTOR. The Planning Director or designee.

Q. ELIGIBLE SUPPORT STRUCTURE: Any monopole, utility pole, wireless support structure or related accessory equipment, as defined in this chapter, provided that it is existing at the time the relevant

application is filed with the City.

R. EQUIPMENT SHELTER. A cabinet or building used to house equipment for telecommunications facilities.

S. GOVERNMENT-OWNED PROPERTY. Real property that is owned, leased or controlled by an agency of State, Federal, or Local government other than Heber City.

T. LATTICE TOWER. A self-supporting three or four-sided, open steel frame structure used to support telecommunications equipment.

U. MONOPOLE. A single, self-supporting, cylindrical pole constructed without guy wires or ground anchors, that acts as the support structure for antennas.

V. MONOPOLE ANTENNA WITH PLATFORM. A monopole with antennas and antenna support structure exceeding two feet (2') in width, but not exceeding fifteen feet (15') in width or eight feet (8') in height.

W. MONOPOLE ANTENNA WITH NO PLATFORM. A monopole with antennas and antenna support structure not exceeding two feet (2') in width or ten feet (10') in height.

X. PERMIT. Written authorization from the City allowing the provider to perform work pursuant to the installation of a small wireless facility.

Y. PERMITTED. An application that is permitted pursuant through the standard building permit process.

Z. Personal Wireless Services. Commercial mobile telecommunications services, unlicensed wireless telecommunications services, and common carrier wireless telecommunications exchange access services.

AA. Personal Wireless Services Antenna. An antenna used in connection with the provision of personal wireless services.

BB. Personal Wireless Services Facilities. Facilities for the provision of personal wireless services. Personal wireless services facilities include transmitters, antennas, structures, supporting antennas, and electronic equipment that is typically installed in close proximity to a transmitter.

CC. RIGHT-OF-WAY. Refers to any area within, on, below, or above a public road, highway, street or alley, and may include sidewalks, park-strips and other areas associated with them and controlled by the City.

DD. STEALTH TELECOMMUNICATIONS FACILITY. A telecommunications facility which is disguised as another object or otherwise concealed from public view.

EE. TELECOMMUNICATIONS. The transmission between or among points specified by a user of information of the user's choosing without change in the form or content of the information as sent or received.

FF. TELECOMMUNICATIONS FACILITY. A Telecommunications Facility consists of antenna, equipment shelters and related structures used for transmitting and/or receiving telecommunications and/or radio signals.

GG. TOWER. A free-standing structure, such as a monopole tower, lattice tower, or guy tower, that is used as a support structure for antenna(s).

HH. WHIP ANTENNA. An antenna that is cylindrical in shape. Whip antennas can be directional or omnidirectional and vary in size depending on the frequency and gain for which they are designed.

II. TECHNICAL NECESSITY. A particular design, placement, construction, or location of a telecommunications facility that is technically necessary for telecommunications consistent with the Federal Telecommunications Act of 1996, as amended.

JJ. UTILITY METERING INFRASTRUCTURE. Towers and other infrastructure owned or operated by public entities that provide public utilities.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.040 Applicability

This ordinance applies to both commercial and private low power radio services and facilities, such as “cellular” or PCS (personal communications system) communications and paging systems, and to wireless Internet service providers. This ordinance shall not apply to the following types of communications devices, although they may be regulated by other City ordinances and policies:

- A. Amateur Radio. Any antenna owned and operated by an amateur radio operator licensed by the Federal Communications Commission.
- B. Satellite/television antenna. Any device designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution service or direct satellite service.
- C. Cable. Any cable television head-end or hub towers and antennas used solely for cable television services.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.050 Application Requirements

Any person desiring to develop, construct or establish a personal wireless services facility in the City shall submit an application for site plan approval to the City. The City shall not consider the application until all required information has been included. A complete application shall include all elements of the proposed telecommunications facility and shall produce all information required by the telecommunications facility application. Applicants shall provide the following submittal requirements.

- A. Fee. As adopted by the Heber City Consolidated Fee Schedule.
- B. Site Plan. A site plan meeting the City’s standard requirements for site plans.
- C. Written Information.
 - 1. Environment. A full description of the environment surrounding the proposed facility, including a description of adjacent uses, any adjacent residential structures, and any structures and sites of historic significance.
 - 2. Maintenance. A description of the anticipated maintenance needs for the facility, including

frequency of service, personnel needs, equipment needs, and traffic noise or safety impacts of such maintenance.

3. Service Area. A description of the service area for the antenna or tower and a statement as to whether the antenna or tower is needed for coverage or capacity.

4. Location. A map showing the site and the nearest or associated telecommunications facility sites within the network. Describe the distance between the telecommunications facility sites. Describe how this service area fits into the service network.

a. An Applicant proposing to erect a new telecommunications facility shall provide documentary evidence that a legitimate attempt has been made to locate the new telecommunications facility on City or Government owned properties, existing buildings or structures or co-location. Such evidence shall include a radio frequency engineering analysis of the potential suitability of existing buildings or structures or co-location sites in the radio frequency coverage area for the proposed telecommunications facility. Efforts to secure such locations shall be documented through correspondence between the applicant and the property owner(s) of the existing buildings, structures or co-location sites.

b. Applicants proposing to construct new telecommunications facilities shall document the locations of all of the applicant's existing telecommunications facilities that provide telecommunications within the City, as well as any changes proposed within the following twelve (12) month period, including plans to discontinue or replace such existing telecommunications facilities. Applicants shall provide competent testimony from a radio qualified professional regarding the suitability of potential telecommunications facility locations in relation to the applicant's existing telecommunications facilities.

c. Each application shall include a site location alternative analysis describing the location of other sites considered for the proposed telecommunications facility, the availability of those sites, the extent to which other sites do or do not meet the applicant's telecommunications needs and the reason the subject site was chosen for the proposed telecommunications facility. The analysis shall address the following issues:

- 1) How the proposed location and telecommunications facility relate to the object of providing full telecommunications services within the City area;
- 2) How the proposed telecommunications facilities relates to the location of the applicant's existing telecommunications facilities that provide telecommunications within and near the City;
- 3) How the proposed telecommunications facility relates to the applicant's anticipated need for additional telecommunications facilities that provide telecommunications within and near the City;
- 4) If applicable, how the applicant's plans specifically relate to, and are coordinated with, the needs of all other telecommunications providers within and near the City.

5. Licenses and Permits. Copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the antenna.

6. Radio Frequency Emissions. A written commitment to comply with applicable Federal Communications Commission radio frequency emission regulations.

7. Visibility Impact. A visual impact study, graphically simulating through models, computer enhanced graphics or similar techniques, the appearance of any proposed telecommunications facility and indicating its view from at least five (5) locations around and within one (1) mile of the proposed telecommunications facility will be most visible.

8. Liaison. The name of a contact person who can respond to questions concerning the application and the proposed facility. Include name, address, telephone number, facsimile number and electronic mail address, if applicable.

9. Additional information requirements for monopolies. If the applicant desires to construct a

monopole, the applicant shall also submit a detailed written description of why the applicant cannot obtain coverage using existing buildings or structures.

10. Additional information requirement for facilities not located on highest priority site. If the applicant desires to locate antennas on a site other than the highest priority site (as described in Section 18.110.070), the applicant shall provide the following information to the approving authority:

- a. Higher priority sites. The identity and location of any higher priority sites located within the desired service area.
- b. Reason for rejection of higher priority sites. The reason(s) why the higher priority sites are not technologically, legally or economically feasible.
- c. Justification for proposed site. Why the proposed site is essential to meet the service demands of the geographic service area and the citywide network.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.060 Approval Process

All telecommunication facilities shall be reviewed by the Planning Director or designee, pursuant to its standard site plan and building permit approval process. Permitted uses are reviewed and approved but the Planning Director or Designee, Conditional Use Permits are approved by the Planning Commission as regulated in Chapter 18.70. It shall be unlawful to install any telecommunication facility without first having a permit from the Planning and Building Departments of the City.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.070 Location

A. Priority of antenna site locations. Personal wireless services antennas shall be located as unobtrusively as is reasonably possible. To accomplish this goal, the provider shall make a good faith effort to locate antennas on sites in the following order of priority:

1. Structures located on City-owned property. Existing buildings, structures and antenna support structures located on City-owned property.
2. Structures located on Government-owned property. Existing buildings, structures and antenna support structures located on Government-owned property.
3. Monopoles located on City or Government-owned property.
4. Existing Structures. Lawfully existing buildings, structures and antenna support structures on private property, provided that the buildings, structures or support structures are either: (1) located in a non-residential zone, or (2) located in a residential zone on property that is being used for non-residential uses (e.g. government, school or church).
5. Monopoles on Non-residential Private Property. Monopoles constructed on private property, provided that the private property is (1) located in a non-residential and non-C-3 commercial zone, or (2) located in a residential zone on property that is used for a non-residential use (e.g. government, school or church).
6. Other. Sites other than those listed above.

B. Burden of Proof. The applicant shall attempt to locate its antennas on sites in the order of priority set forth above. If the applicant desires to locate antennas on a site other than the highest priority site, the applicant shall have the burden of demonstrating to the approving authority why it could not locate antennas on sites with a higher priority than the site chosen by the applicant. To do so, the applicant shall provide the following information to the approving authority.

1. Higher Priority Sites. The identity and location of any higher priority sites located within the desired service area
2. Reason for rejection of higher priority sites. The reason(s) why the higher priority sites are not technologically, legally or economically feasible. The applicant must make a good faith effort to locate antennas on a higher priority site. The City may request information from outside sources to justify or rebut the applicant's reasons for rejecting a higher priority site.
3. Justification for proposed site. Why the proposed site is essential to meet the service demands of the geographic service area and the citywide network.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.080 Uses

A. Permitted Telecommunication Uses are as outlined in the following tables. Any use not listed is prohibited.

Commercial, Industrial, and Mixed Use Zones Permitted Use Table

P - Permitted, N - Not Permitted (Prohibited), C- Conditional Use

<u>Telecom Uses</u>	<u>C- 2</u>	<u>C- 3</u>	<u>C- 4</u>	<u>MU RC Z</u>	<u>NV OZ</u>	<u>I- 1</u>	<u>I- 2</u>	<u>B M P</u>	<u>IP F</u>	<u>Limitations</u>
Monopoles	C *	N	C *	C	C	P	P	C	C	Must use stealth when a conditional use. *Not permitted between 500 North and 600 South, and 600 West and 600 East. Utility Metering Infrastructure does not require stealth.
Lattice Tower	N	N	N	N	N	N	N	N	N	
Guy Tower	N	N	N	N	N	N	N	N	N	
Freestanding - Other	N	N	N	N	N	N	N	N	N	
Roof Mounted	C	C	C	C	C	P	P	P	P	Antenna not to exceed 5' in height when conditional.
Wall Mounted	C	N	C	C	C	P	P	C	C	
Stealth Antenna	C	N	C	C	C	P	P	C	C	

Co-Location on Existing Facilities	P	P	P	P	P	P	P	P	P	Facility must be legally constructed, including legal non-conforming facilities that meet the FCC definition of an Eligible Facility.
Eligible Facilities Modification	P	P	P	P	P	P	P	P	P	Facilities defined as an Eligible Facility by the FCC.

Residential and Agricultural Zones Permitted Use Table

P- Permitted, N- Not Permitted (Prohibited), C- Conditional Use

<u>Telecom Uses</u>	<u>R-1</u>	<u>R-2</u>	<u>R-3</u>	<u>P-C</u>	<u>M-CZ</u>	<u>A-2</u>	<u>R-A-1</u>	<u>R-A-2</u>	<u>Limitations</u>
Monopoles	C	C	C	C	C	C	C	C	Must use stealth and be located on government land or private with non-residential uses. Utility Metering Infrastructure does not require stealth.
Lattice Tower	N	N	N	N	N	N	N	N	
Guy Tower	N	N	N	N	N	N	N	N	
Freestanding -Other	N	N	N	N	N	N	N	N	
Roof Mounted	N	N	N	N	N	N	N	N	
Wall Mounted	N	N	N	N	N	N	N	N	
Stealth Antenna	C	C	C	C	C	C	C	C	Must be located on government land or private land with non-residential uses.
Co-Location on Existing Facilities	P	P	P	P	P	P	P	P	Facility must be legally constructed, including legal non-conforming facilities that meet the FCC definition of an Eligible Facility.
Eligible Facilities Modification	P	P	P	P	P	P	P	P	Facilities defined as an Eligible Facility by the FCC.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.090 Co-Location

Every new monopole shall be designed and constructed to be of sufficient size and capacity to accommodate at least three wireless telecommunications providers on the structure in the future. In no instance does this requirement override or permit monopoles to be taller than allowed in 18.110.110. Any conditional use permit for a monopole may be conditioned upon the agreement of the applicant to allow co-

location of other personal wireless providers on such terms as are common in the industry. Co-location on a lot may be permitted by the Planning Director or designee, if all setbacks, design and landscape requirements are met for each telecommunications facility. The application shall include any existing or approved, but unbuilt, telecommunications facility within the telecommunications area that may meet the needs of the applicant. The supplied documentation shall evaluate the following factors:

- A. Structural capacity of the antenna towers;
- B. Geographic telecommunications area requirements;
- C. Mechanical or electrical incompatibilities;
- D. Inability or ability to locate equipment on existing antenna towers; and
- E. Any restriction or limitation of the Federal Communication Commission that would preclude the shared use of the antenna tower.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

Amended by Ord. [2025-13](#) on 6/17/2025

18.110.100 Lease Agreement

Applicants for telecommunication facilities on public facilities shall sign and agree to a development agreement with the public agency addressing items including, but not limited to access and security, maintenance of site and facilities, utility costs, and a fee for use of the public facility. The City shall enter into a standard lease agreement with the applicant for any facility built on City property. The lease shall contain the condition that the site plan and/or conditional use permit must first be approved by the designated land use authority before the lease can take effect, and that failure to obtain such approval renders the lease null and void.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.110 Development Standards

Standards for Antennas and Antenna Support Structures. Personal wireless services facilities are characterized by the type or location of the antenna structure. There are four general types of antenna structures allowed by this ordinance: wall mounted antennas; roof mounted antennas; monopoles with no platform; and monopoles with a platform. If a particular type of antenna structure is allowed by this ordinance as a permitted or conditional use, the minimum standards for that type of antenna are as follows, unless otherwise provided in a conditional use permit:

A. Wall Mounted Antennas.

1. Maximum Height. Wall mounted antennas may not extend above the roof line of the building or structure or extend more than twelve (12) inches from the face of the building.
2. Setback. Wall mounted antennas shall not be located within one hundred feet (100') feet of any residence.
3. Mounting Options. Antennas mounted directly on existing parapet walls, penthouses, or

mechanical equipment rooms are considered to be wall mounted antennas if no portion of the antenna extends above the roof line of the parapet wall, penthouse, or mechanical equipment room.

4. Color. Wall mounted antennas, equipment and supporting structures shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Antennas and the supporting structure on the building shall be architecturally compatible with the building. Whip antennas are not allowed on a wall mounted antenna structure.

B. Roof Mounted Antennas.

1. Maximum Height. Roof mounted antenna, placed on a flat roof, may extend up to ten (10) feet above the existing structure, provided that the antenna setback from the edge of the roof is a minimum distance equal to or greater than the height of the antenna. Roof mounted antenna, placed on a pitched roof, may extend a maximum of five (5) feet above the existing structure.

2. Setback. Roof mounted antennas shall be located at least five feet (5') from the exterior wall of the building or structure, and at least fifty (50') feet from any residence.

3. Mounting options. Roof mounted antennas may be mounted on top of existing penthouses or mechanical equipment rooms if the antennas and antenna support structures are enclosed or visually screened from view. The screening structure may not extend more than eight (8') feet above the existing roof line of the penthouse or mechanical equipment room.

4. Color. Roof mounted antennas, equipment and supporting structures shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Antennas and supporting structures shall be architecturally compatible with the building.

C. Monopoles

1. The antenna itself shall not exceed ten feet (10') in height.

2. Setback. Monopoles shall be set back a minimum of 115% of the height of the monopole from any residential lot line, measured from the base of the monopole to the nearest residential lot line.

3. Color. Monopoles, antennas, and related support structures shall be stealth and painted a neutral color or a color intended to match the stealth concept.

D. Tower Height by Zone. The maximum height for any tower shall be as follows:

Commercial, Mixed Use, and Industrial Zone								
C2	C3	C4	MURCZ	NVOZ	I1	I2	BMP	IPF
80'	-	80'	65'	35'	80'	80'	65'	65'
<u>Utility Metering Infrastructure may utilize a tower up to 100' in any zone.</u>								

Residential, Mountain, and Agricultural Zones							
R1	R2	R3	PC	MCZ	A2	RA1	RA2
35'	35'	35'	35'	35'	65'	35'	35'
<u>Utility Metering Infrastructure may utilize a tower up to 100' in any zone.</u>							

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

18.110.120 Additional Regulation For Monopoles And Towers

A. Distance from other Monopoles. Monopoles and towers shall be located at least one mile (5,280 feet) from each other, except upon a showing of necessity by the applicant, or upon a finding by the City Council that a closer distance would adequately protect the health, safety and welfare of the community. This distance requirement shall not apply to antennas attached to lawful structures such as transmission towers, utility poles, outdoor lighting structures, and water tanks.

B. Location on Parcel. Monopoles shall be located as unobtrusively on a parcel as possible, given the location of existing structures, nearby residential areas, and service needs of the applicant. Monopoles shall not be located in a required landscaped area, buffer area or parking area.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004
Amended by Ord. [2022-28](#) on 10/18/2022
Amended by Ord. [2025-13](#) on 6/17/2025

18.110.130 Area Limitations For Wall And Roof Mounted Antennas

Any building may have a combination of wall and roof mounted antennas. The total area for all wall and roof mounted antennas and supporting structures on any one building shall not exceed the lesser of sixty (60) square feet or 5 percent (5%) of each exterior wall of the building.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004
Amended by Ord. [2022-28](#) on 10/18/2022

18.110.140 Safety

A. Regulation Compliance.

1. Compliance with FCC and FAA Regulations. All operators of personal wireless services facilities shall demonstrate compliance with applicable Federal Communication Commission (FCC) and Federal Aviation Administration (FAA) regulations, including FCC radio frequency regulations, at the time of application and periodically thereafter as requested by the City. Failure to comply with the applicable regulations shall be grounds for revoking a site plan or conditional use permit approval.

2. Other Licenses and Permits. The operator of every personal wireless services facility shall submit copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of the facility to the City, shall maintain such licenses and permits in good standing, and shall provide evidence of renewal or extension thereof upon request by the City.

B. Protection Against Climbing. Monopoles shall be protected against unauthorized climbing by removing the climbing pegs from the lower 20 feet of the monopole.

C. Fencing. Monopoles and towers shall be fully enclosed by a minimum 6-foot tall fence or wall, as directed by the Planning Director or designee unless the Director determines that a wall or fence is not needed or appropriate for a particular site due to conditions specific to the site.

D. Security Lighting Requirements. Monopoles and towers shall comply with the FAA requirements for lighting. If security lighting is used, the lighting impact on surrounding residential areas shall be minimized

by using indirect lighting, where appropriate.

E. Abandonment. The applicant, or the applicant's successor(s) and/or assign(s) shall be responsible for the removal of unused telecommunications facilities within ninety (90) days of abandonment of use. If such tower is not removed by the property owner, then the City may employ all legal measures, including as necessary, obtaining authorization from a court of competent jurisdiction, to remove the tower, and after removal may place a lien on the subject property for all direct and indirect costs incurred in dismantling and disposal of the tower, including court costs and reasonable attorney fees.

1. Notice. Notice to remove shall be given in writing by personal service, or by certified mail addressed to the operator's last known address.
2. Violation. Failure to remove the antennas and monopoles after receiving written notice to remove is a violation of the terms of this Chapter. The City may initiate criminal and/or civil legal proceeding against any person, firm, entity or corporation, whether acting as principal, agent, property owner, lessee, lessor, tenant, landlord, employee, employer or otherwise, for failure to remove antennas and monopoles in accordance with this Chapter. The City may seek a civil injunction requiring the removal of any structures on the site in accordance with this Chapter. Any lease agreement with the City may also stipulate failure to remove the antennas and monopoles after receiving written notice to do so pursuant to this Chapter automatically transfers ownership of the antennas, monopoles, support buildings and all other structures on the site to the City.
3. Nuisance. Abandoned, unmaintained, or telecommunication devices that pose an immediate threat to public health and safety are hereby declared to be a nuisance.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.150 Site Requirements

A. Setbacks. The placement of telecommunications facilities on a lot shall comply with the setbacks of the underlying zone as stated herein. Telecommunications facilities shall comply with the setbacks for main structures and shall not be determined accessory structures.

B. Regulations for Accessory Structures.

1. Storage Areas and Solid Waste Receptacles. No outside storage or solid waste receptacles shall be permitted on the site.
2. Equipment Enclosures. All electronic and other related equipment and appurtenances necessary for the operation of any personal wireless services facility shall, whenever possible, be located within a lawfully pre-existing structure or completely below grade.
3. Accessory Buildings. Freestanding accessory buildings used with a personal wireless services facility shall not exceed 350 square feet and shall comply with the setback requirements for structures in the zone in which the facility is located.

C. Parking. The City may require a minimum of one (1) parking stall for sites containing a monopole, tower, and/or accessory buildings, if there is no parking available on the site.

D. Maintenance Requirements. All personal wireless services facilities shall be maintained in a safe, neat and attractive manner.

E. Landscaping. All sites with a personal wireless services facility shall be landscaped in accordance with the zone requirements where the facility is located.

F. Height. The height shall be measured from the grade or roof beneath to the top of the antenna or mounting hardware, whichever is higher.

G. Design

1. Antenna and associated equipment shall incorporate materials and colors present in the context of the surrounding area. Stealth telecommunications in the commercial zones C2 and C4, Chapter 18.28. Stealth design includes structures that look like trees, church steeples, art, large light poles or ones that blend with the building they are located on and are designed in a manner to blend with the existing and natural environment. Monopoles, antennas, and any associated buildings or equipment shall be painted to blend with their surroundings and/or the stealth concept being used.

2. Panel Antennas shall be no more than five square feet (5 sq. ft.) in Area per face.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.160 Site Disturbance

Any application, temporary or permanent, which requires the removal of significant vegetation or proposes any new, or improvements to driveways or roads a length greater than twenty feet (20') and/or a width greater than ten feet (10') wide, shall require a conditional use permit. As used herein, "Significant Vegetation" includes trees six inch (6") in diameter or greater measured four feet six inches (4'6") above the ground, groves of small trees or clumps of oak and maple covering an Area of twenty square feet (20 sq. ft.) or more measured at the drip line. Plans must show all such trees within twenty (20) feet of a proposed telecommunications facility. The Planning Director or designee shall determine the Limits of Disturbance.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.170 Signs

Signs shall only be permitted if they are related to the health and safety of the general public. All proposed signs shall be submitted with the telecommunications facility application and subject to review by the Planning Department for compliance with Chapter 18.103 Sign Regulations.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

18.110.180 Subdivision And Condominium Covenants

Many Subdivision and Condominium Covenants may address the location of telecommunications facilities within Condominium units and the lots of a Subdivision. The City is not a party to those covenants, and no permit from the City shall effect the enforceability of such covenants which might be more restrictive than this ordinance. Applicants for the installation of telecommunications facilities are advised to determine what private land use restrictions apply to their site before applying for the permit from the City. If the proposed installation is within the Common Area of a Condominium or Planned Unit Development, and the

application submitted is not in the name of the Home Owner's Association or management committee, the applicant shall provide a letter from the Home Owner's Association or management committee indicating consent to the location of the telecommunications facilities within the Common Area has been granted as a part of the permit application filed with the City.

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

Amended by Ord. [2022-28](#) on 10/18/2022

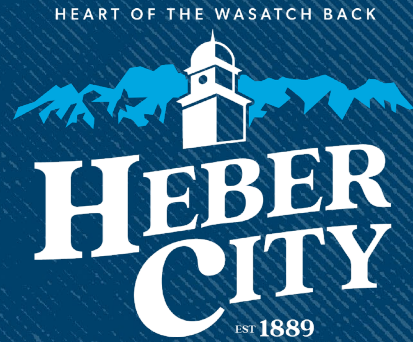
18.110.190 Related Provisions

- Chapter 18.12 Administration
- Chapter 18.08 Definitions
- Chapter 18.108 Conditional Use Permits
- Chapter 18.72 Off Street Parking and Loading
- Chapter 18.103 Sign Regulations
- Chapter 18.78 Lighting
- Chapter 18.174 Enforcement
- Chapter 17 Subdivisions
- Heber City C-2/C-4 Zone Design Standards and guidelines

HISTORY

Adopted by Ord. [2004-03](#) on 3/4/2004

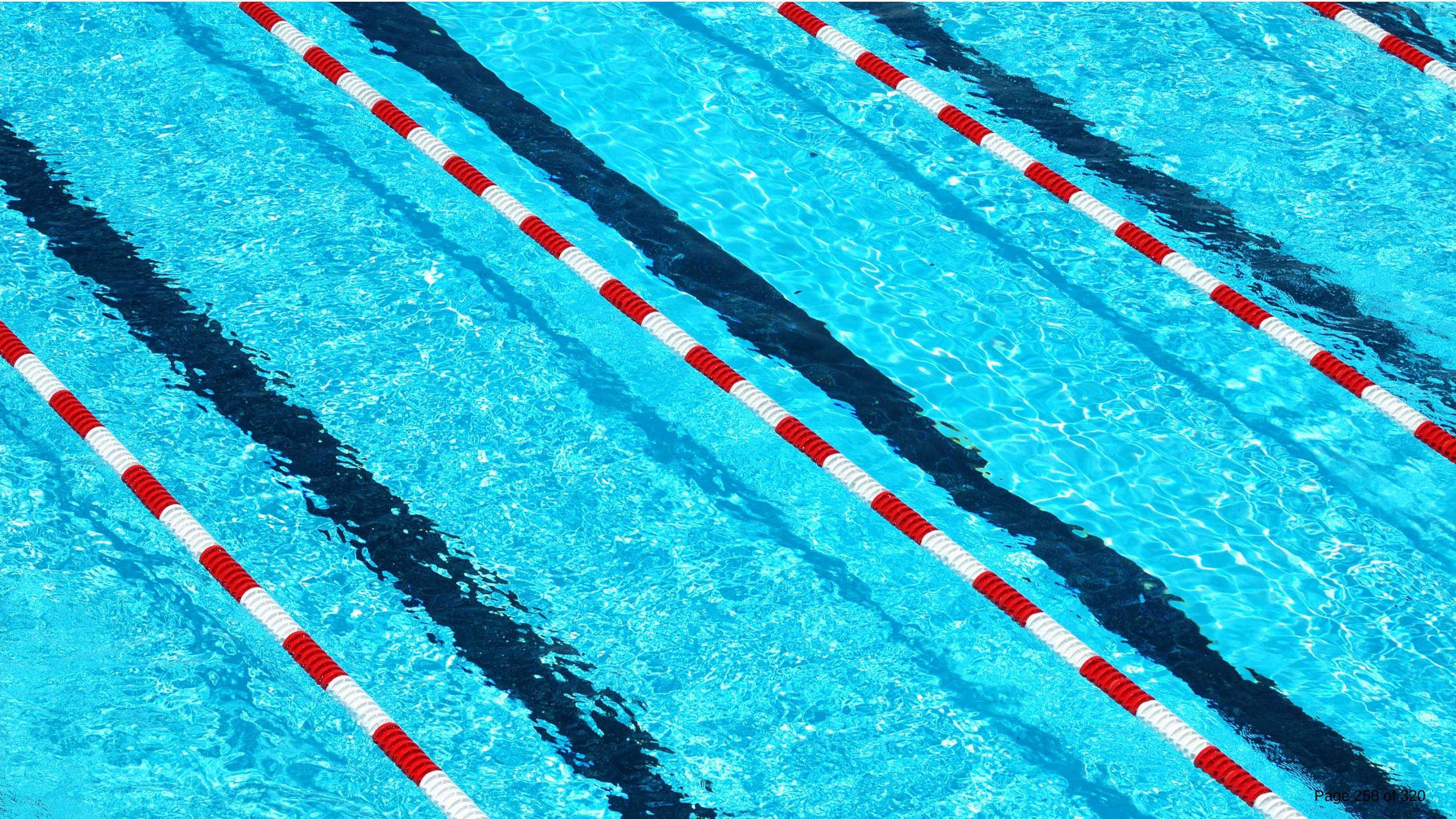
Amended by Ord. [2022-28](#) on 10/18/2022



Discussion: Communication Policy

ELECTED

STAFF





HEART OF THE WASATCH BACK



Thank you Heber City Council



Heber City Council Staff Report

MEETING DATE: 12/2/2025
SUBJECT: Contract Award with Terracon for Trailhead Plaza Design Phase 1
RESPONSIBLE: Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Staff has been negotiating with Terracon on a scope of work for design of the Trailhead Plaza Improvements at 200 South Main Street.

RECOMMENDATION

Staff recommends Council discuss the proposed scope of the contract; if Council is ready, staff recommends approval, contingent upon final review of a contract by Legal Counsel.

BACKGROUND

As part of Envision Heber 2050, the City has pursued improvements to the downtown. The City Council accepted the Roger Brooks improvement plan to the Trailhead Plaza (200 South Main Street) and more recently saw the completion of the bandshell, the first phase of several upcoming improvements to the downtown's premier recreational facility. Council's 2025 Legislative Priorities include the preparation of plans for the completion of Trailhead Plaza. The City released an RFQ this year for the design of Trailhead Plaza and reviewed several proposals, after which Heber the City Council chose to pursue a contract with Terracon as the lead designer. Over the course of the last month, Staff has negotiated a contract with Terracon to present to Council for review and approval. The proposed contract covers the drafting and adoption of a final concept plan, which utilizes the Roger Brooks Plan as a starting point. Terracon will create 3 alternatives which will be vetted through a public review process, resulting in a final preferred alternative. The preferred alternative will serve as the design which will guide the creation of the final construction documents. The initial contract is for \$107,189 plus a contingency of \$22,342. The crafting of final construction documents is NOT part of this contract and will be negotiated with Terracon following the adoption of a preferred alternative by the City. The City Council annual retreat in January 2026 will include a presentation by Terracon of the 3 initial concepts and a detailed public engagement plan.

DISCUSSION

The proposed scope of work separates the design work of the Trailhead Plaza into two phases, including 1) concept design and 2) final construction drawings. It is important the City gain consensus on the concept design before pursuing the final construction drawings, as this ensures the more

expensive and detailed second phase can be pursued to completion. That is why the initial contract only includes the first phase of concept design and public outreach. The public outreach plan includes 3 open houses a survey and notice to the public. Staff will be responsible for conducting reviews with groups such as CAMS and the Chamber of Commerce.

FISCAL IMPACT

The cost for the project will be between \$107,189, plus a contingency of \$22,342, for a maximum of \$129,531.

CONCLUSION

The Phase 1 Design process is necessary to obtain consensus on a final conceptual design prior to engaging a consultant on final construction drawings.

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Planning
Staff member: Tony Kohler, Community Development Director

EXHIBITS

1. 241124 PJU257071_Work Plan_Fee_Schedule signed
2. PJU257071_HCTP_Work Plan_25.11.17 - signed
3. Terracon MSA for Main Street Plaza - 12.2 CC packet - 4898-6072-6908 - 2

HEBER CITY'S TRAILHEAD PLAZA

Technical Proposal Scope and Fee

November 24, 2025

TASK OVERVIEW AND KEY MILESTONES

Anticipated Notice to Proceed (NTP) December 2025

Task 1: Data Collection (December – January 2025)

Terracon Consultants, Inc. (Terracon) will organize and lead a team kick-off meeting to review the existing master plan and gather input from staff and team members. After this meeting, Terracon will develop base map materials using CAD or Revit at a suitable scale to facilitate the exploration of three concept plans. We will compile a base map from information provided by the City. Based on staff feedback, we will create three preliminary sketch plans in preparation for the January 2026 Council retreat. During the retreat, Terracon will present these materials, address questions, and collect Council feedback, which will inform the refinement of the three sketch plans for Task 2: Public Engagement.

Deliverables

- Kick-off meeting with staff
- Data collection, staff refinements, and recommendations to the Rodger Brooks Plan
- Plaza base map creation
- Three sketch plan options illustrating staff recommendations and refinements
 - Refine three sketch plans based on staff comments if needed
- Preparation for January 2026 Council retreat

Task 2: Team and Public Engagement (January 2025 – March 2025)

Terracon will participate in the January 2026 Council retreat to present the three refined sketch plans developed during Task 1. During this session, we will collect feedback from Council members, address their questions, and introduce the public engagement strategy. After the meeting, we will incorporate both Council and staff input to further refine the sketch plans and, if necessary, adjust the public engagement approach.

We will then prepare all required materials, including content for Social Pinpoint that will host the online survey, to support upcoming engagement activities. Our team will organize and schedule up to three public open house events designed to present the plans and gather community feedback. As part of this process, we will organize representative precedent images for use in the online survey and on presentation boards. If desired as identified in the contingency task, we can also develop 3D renderings to illustrate portions of the 3 concept plans to better gather input from our engagement.

Following the open houses, Terracon will compile and summarize the feedback received from the public outreach efforts. Using this input, we will refine the three sketch plans into a single preferred master plan, featuring 3D renderings that clearly convey the intended design, style, and character of the plaza. The final preferred master plan, along with a comprehensive cost estimate, will then be presented to the City Council for approval. We will make up to two rounds of revisions to the preferred plan to address any remaining comments before presenting the final version to City Council for endorsement.

Deliverables

- Attend Council retreat; present three concepts and public engagement plan
 - Make refinements to public engagement plan if needed
 - Summary of Council and staff recommendations
- Set up online Social Pinpoint survey
- Refine three concepts to align with Council and staff
- Prepare material for public open house
 - Plan view concept plans
 - Precedent images. 3D concept renderings and
- Prepare for and attend up to three open house activities:
 - Open House 1 – Lunchtime during the week
 - Open House 2 – Same day as Open House 1, evening time
 - Open House 3 – Weekend meeting
- Provide material for city staff to present to CAMs and other departments
 - City will provide Terracon with a summary of outreach efforts
- Provide materials for mailer in water bill for city staff to coordinate
- Summary of team and public engagement process
- Refine three concepts to align with team and public comments; provide one preferred master plan
 - Include a preliminary cost estimate
- Present preferred master plan and cost estimate to Council for approval
 - Refine master plan one time to address Council and team comments
 - Present to Council one more time for final approval, if needed

Task 3: Contingency Tasks

We recommend maintaining a contingency budget to allow the city to respond quickly to unforeseen project needs as the work progresses. For example, additional public outreach services may be required to ensure timely communication, address questions, and keep the community well-informed. Similarly, during the three-concept phase, extra 3D renderings might be necessary to effectively illustrate design concepts for City Council, staff, and online surveys. Terracon will not utilize contingency funds without prior written approval from the City.

ASSUMPTIONS AND EXCLUSIONS

The following are assumptions and items are not included in our scope of work:

- Future Documentation Tasks (30% – Schematic Design, 60% – Design Development, and 90%/100% construction documents, construction observation, and post-design services) are excluded from the proposal and will be prepared at the completion of Tasks 1 and 2 as defined in the detailed scope of work.
- Based on our discussion with staff, the City will present the three concepts to other stakeholders and City departments and will provide a summary of feedback for our use and coordination.
- Environmental assessments or remediation of site contamination are excluded from our scope.
- Professional arborist assessment of existing legacy trees is not included.

- Survey of the existing irrigation system is excluded; we assume the City will provide available as-built drawings of the irrigation system.
- Mitigation of unforeseen utilities, storm drains, vaults, or underground structures not shown in the plans or existing condition maps is not included.
- Preparation of revenue performance analyses and year-round programming activities is excluded; we assume the City team will supply and update this information as needed during coordination of final schematic design, phasing, and program elements.
- Designing changes to adjacent right-of-way, including parking modifications, lane adjustments, traffic signals, and signage, is not included. We assume engineering for right-of-way improvements will be provided by others, and we will coordinate as necessary regarding parking, access, and site visibility.
- Removal or relocation of overhead power lines is not included in our scope.
- Preparation of detailed construction drawings and design sketches for areas outside the defined project boundaries is excluded.
- We anticipate that schematic design scope may be affected by decisions regarding the Shops on Main and will work with you to adjust accordingly if it is reduced.

FEE PROPOSAL

Terracon will provide the above Scope of Work at an hourly not to exceed fee indicated in the fee schedule below.

Table 1. Fee Schedule		
Task	Description	Total
Task 1	Data Collection	\$27,083.00
Task 2	Team and Public Engagement	\$79,301.00
Reimbursable Expenses	Vehicle Mileage, lodging, printing, shipping budget	\$ 805.00
Hourly NTE Fee: BASE		\$107,189.00
Task 3	Contingency	\$22,342.00
Hourly NTE Fee: BASE + CONTINGENCY		\$129,531.00

A breakdown of these hourly totals by task is provided in the attachment. Reimbursable expenses will be billed at cost plus 15 percent.

We look forward to discussing this with you to provide what you need for this project. We're excited to get started.

Sincerely,
Terracon Consultants, Inc.


 David A. Harris, PLA, ASLA
 Director Planning + Landscape Architecture


 Lars Erickson, PLA, AICP
 Senior Landscape Architect

Enclosures: Hourly Rates, Fee Estimate Breakdown, Project Schedule

TERRACON

Principal - \$240
Project Manager - \$200
Senior Designer - \$178
Senior Landscape Architect - \$150
Landscape Architect Designer - \$115
APR/Quality Control - \$180

MHTN

Architectural Principal - \$300
Architectural Project Manager - \$248
Architectural Designer - \$167
Designer - \$161

Fee Estimate

Landscape Architectural Services Heber City Trailhead Plaza

Terracon Proposal No. PJU257071, 24 November 2025

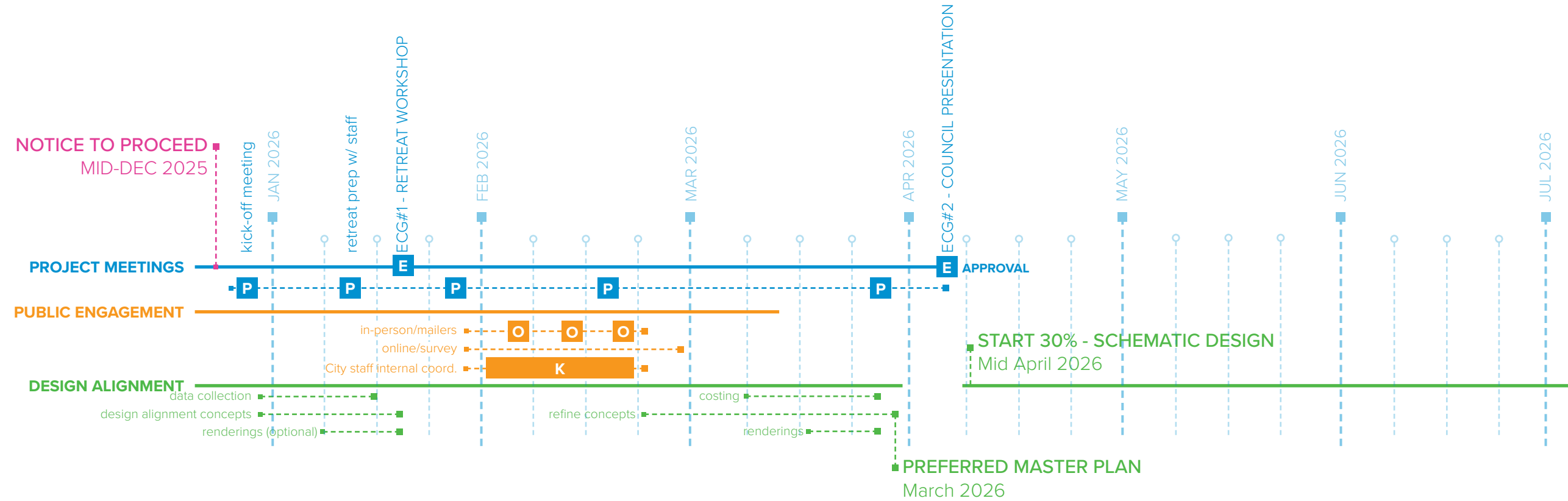
DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
Task 1: Data Collection				\$ 27,083.00
Kick-off Meeting w/ Staff				\$ 2,691.50
Project Manager	\$ 200.00	4	hours	\$ 800.00
Principal-in-Charge	\$ 240.00	4	hours	\$ 960.00
MHTN (Blended Rate)	\$ 232.88	4	hours	\$ 931.50
Data Collection				\$ 4,076.50
Project Manager	\$ 200.00	4	hours	\$ 800.00
Principal-in-Charge	\$ 240.00	2	hours	\$ 480.00
Senior Landscape Architect	\$ 150.00	4	hours	\$ 600.00
MHTN (Blended Rate)	\$ 219.65	10	hours	\$ 2,196.50
Refined Concept Plans (3)				\$ 12,915.00
Senior Designer	\$ 178.00	20	hours	\$ 3,560.00
Project Manager	\$ 200.00	4	hours	\$ 800.00
Principal-in-Charge	\$ 240.00	2	hours	\$ 480.00
Senior Landscape Architect	\$ 150.00	20	hours	\$ 3,000.00
APR/Quality Control	\$ 180.00	2	hours	\$ 360.00
MHTN (Blended Rate)	\$ 235.75	20	hours	\$ 4,715.00
Retreat Preparation				\$ 2,700.00
Senior Landscape Architect	\$ 150.00	8	hours	\$ 1,200.00
MHTN (Blended Rate)	\$ 250.00	6	hours	\$ 1,500.00
Internal Team Coordination				\$ 4,700.00
Project Manager	\$ 200.00	5	hours	\$ 1,000.00
Principal-in-Charge	\$ 240.00	3	hours	\$ 720.00
Senior Landscape Architect	\$ 150.00	3	hours	\$ 450.00
MHTN (Blended Rate)	\$ 253.00	10	hours	\$ 2,530.00
Task 2: Team and Public Engagement				\$ 79,301.00
Council Retreat Presentation				\$ 4,451.50
Project Manager	\$ 200.00	8	hours	\$ 1,600.00
Principal-in-Charge	\$ 240.00	8	hours	\$ 1,920.00
MHTN (Blended Rate)	\$ 232.88	4	hours	\$ 931.50
Concept Precedent				\$ 4,980.00
Project Manager	\$ 200.00	4	hours	\$ 800.00
Principal-in-Charge	\$ 240.00	2	hours	\$ 480.00
Senior Landscape Architect	\$ 150.00	8	hours	\$ 1,200.00
MHTN (Blended Rate)	\$ 250.00	10	hours	\$ 2,500.00
Staff Alignment Meeting				\$ 3,891.50
Project Manager	\$ 200.00	4	hours	\$ 800.00
Principal-in-Charge	\$ 240.00	4	hours	\$ 960.00
Senior Landscape Architect	\$ 150.00	8	hours	\$ 1,200.00
MHTN (Blended Rate)	\$ 232.88	4	hours	\$ 931.50

Fee Estimate

Landscape Architectural Services Heber City Trailhead Plaza

Terracon Proposal No. PJU257071, 24 November 2025

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
Virtual Engagement - Social Pinpoint and Survey				\$ 11,933.00
Project Manager	\$ 200.00	4	hours	\$ 800.00
Principal-in-Charge	\$ 240.00	2	hours	\$ 480.00
Senior Landscape Architect	\$ 150.00	8	hours	\$ 1,200.00
MHTN (Blended Rate)	\$ 225.07	42	hours	\$ 9,453.00
In-Person Engagement - Open Houses (3), Mailer				\$ 23,814.00
Project Manager	\$ 200.00	20	hours	\$ 4,000.00
Principal-in-Charge	\$ 240.00	12	hours	\$ 2,880.00
Senior Landscape Architect	\$ 150.00	12	hours	\$ 1,800.00
MHTN (Blended Rate)	\$ 210.19	72	hours	\$ 15,134.00
Preferred Master Plan				\$ 6,965.00
Project Manager	\$ 200.00	4	hours	\$ 800.00
Principal-in-Charge	\$ 240.00	2	hours	\$ 480.00
Senior Landscape Architect	\$ 150.00	24	hours	\$ 3,600.00
APR/Quality Control	\$ 180.00	2	hours	\$ 360.00
MHTN (Blended Rate)	\$ 215.63	8	hours	\$ 1,725.00
Preferred Master Plan Renderings				\$ 14,421.00
Senior Designer	\$ 178.00	23	hours	\$ 4,094.00
Landscape Architect Designer	\$ 115.00	55	hours	\$ 6,325.00
MHTN (Blended Rate)	\$ 200.10	20	hours	\$ 4,002.00
Cost Estimation				\$ 5,885.00
Project Manager	\$ 200.00	4	hours	\$ 800.00
Senior Landscape Architect	\$ 150.00	4	hours	\$ 600.00
Landscape Architect Designer	\$ 115.00	8	hours	\$ 920.00
MHTN (Blended Rate)	\$ 254.64	14	hours	\$ 3,565.00
Council Presentation				\$ 2,960.00
Project Manager	\$ 200.00	4	hours	\$ 800.00
Principal-in-Charge	\$ 240.00	4	hours	\$ 960.00
MHTN	\$ 300.00	4	hours	\$ 1,200.00
Reimbursable Expenses				\$ 805.00
Vehicle Mileage (Travel)		540	miles	\$ 540.00
Other Expenses			estimated	\$ 265.00
TOTAL BASE FEE				\$ 107,189.00
Task 3: Contingency				\$ 22,342.00
TOTAL BASE + CONTINGENCY FEE				\$ 129,531.00



MEETINGS (ATTENDEE GROUPS)

- E** ECG - EXECUTIVE COMMITTEE GROUP
- P** PMG - PROJECT MANAGEMENT GROUP
- K** CITY INTERNAL DEPARTMENTS, KEY STAKEHOLDER GROUP
- O** OPEN HOUSES 1, 2, & 3 FOR:
 - CSG** - COMMUNITY STAKEHOLDER GROUP
 - GVS** - GREATER VALLEY STAKEHOLDERS



HEBER CITY TRAILHEAD PLAZA

PROPOSED SCHEDULE
24 NOVEMBER 2025

HEBER CITY'S TRAILHEAD PLAZA

Technical Proposal Scope and Fee

November 17, 2025

TASK OVERVIEW AND KEY MILESTONES

Anticipated Notice to Proceed (NTP) December 2025

Task 1: Data Collection (December – January 2025)

Terracon Consultants, Inc. (Terracon) will organize and lead a team kick-off meeting to review the existing master plan and gather input from staff and team members. After this meeting, Terracon will develop base map materials using CAD or Revit at a suitable scale to facilitate the exploration of three concept plans. We will conduct a thorough site analysis and compile existing survey and base map information provided by the City. Based on staff feedback, we will create three preliminary sketch plans in preparation for the January 2026 Council retreat. During the retreat, Terracon will present these materials, address questions, and collect Council feedback, which will inform the refinement of the three sketch plans for Task 2: Public Engagement.

Deliverables

- Kick-off meeting with staff
- Data collection, staff refinements, and recommendations to the Rodger Brooks Plan
- Site analysis and existing conditions base map setup
- Three sketch plan options illustrating staff recommendations and refinements
 - Refine three sketch plans based on staff comments if needed
- Preparation for January 2026 Council retreat

Task 2: Team and Public Engagement (January 2025 – March 2025)

Terracon will participate in the January 2026 Council retreat to present the three refined sketch plans developed during Task 1. During this session, we will collect feedback from Council members, address their questions, and introduce the public engagement strategy. After the meeting, we will incorporate both Council and staff input to further refine the sketch plans and, if necessary, adjust the public engagement approach.

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Following the open houses, Terracon will compile and summarize the feedback received from the public outreach efforts. Using this input, we will refine the three sketch plans into a single preferred master plan, featuring enhanced 3D renderings that clearly convey the intended design, style, and character of the plaza. The final preferred master plan, along with a comprehensive cost estimate, will then be presented to the City Council for approval. We will make up to two rounds of revisions to the preferred plan to address any remaining comments before presenting the final version to City Council for endorsement.

Deliverables

- Attend Council retreat; present three concepts and public engagement plan
 - Make refinements to public engagement plan if needed
 - Summary of Council and staff recommendations
- Set up online Social Pinpoint and survey
- Refine three concepts to align with Council, staff and prepare material for public open house
 - Plan view concept plans
 - 3D concept renderings and precedent images
- Prepare for and attend three open house activities:
 - Open House 1 – Lunchtime during the week
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- Provide material for city staff to present to CAMs and other departments
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 - Refine master plan one time to address Council and team comments
 - Present to Council one more time for final approval, if needed

ASSUMPTIONS AND EXCLUSIONS

The following are assumptions and items are not included in our scope of work:

- Future Documentation Tasks (30% – Schematic Design, 60% – Design Development, and 90%/100% construction documents, construction observation, and post-design services) are excluded from the proposal and will be prepared at the completion of Tasks 1 and 2 as defined in the detailed scope of work.
- Based on our discussion with staff, the City will present the three concepts to other stakeholders and City departments and will provide a summary of feedback for our use and coordination.
- Environmental assessments or remediation of site contamination are excluded from our scope.
- Professional arborist assessment of existing legacy trees is not included.
- Survey of the existing irrigation system is excluded; we assume the City will provide available as-built drawings of the irrigation system.
- Mitigation of unforeseen utilities, storm drains, vaults, or underground structures not shown in the plans or existing condition maps is not included.

- Preparation of revenue performance analyses and year-round programming activities is excluded; we assume the City team will supply and update this information as needed during coordination of final schematic design, phasing, and program elements.
- Designing changes to adjacent right-of-way, including parking modifications, lane adjustments, traffic signals, and signage, is not included. We assume engineering for right-of-way improvements will be provided by others, and we will coordinate as necessary regarding parking, access, and site visibility.
- Removal or relocation of overhead power lines is not included in our scope.
- Preparation of detailed construction drawings and design sketches for areas outside the defined project boundaries is excluded.
- We anticipate that schematic design scope may be affected by decisions regarding the Shops on Main and will work with you to adjust accordingly if it is reduced.

FEE PROPOSAL

Terracon will provide the above Scope of Work at an hourly not to exceed fee indicated in the fee schedule below.

Table 1. Fee Schedule		
Task	Description	Total
Task 1	Data Collection	\$55,423.50
Task 2	Team and Public Engagement	\$89,491.50
Reimbursable Expenses	Vehicle Mileage, lodging, printing, shipping budget	\$ 805.00
	Hourly NTE Fee	\$145,720.00

A breakdown of these hourly totals by task is provided in the attachment. Reimbursable expenses will be billed at cost plus 15 percent.

We look forward to discussing this with you to provide what you need on this project. We're excited to get started.

Sincerely,
Terracon Consultants, Inc.


David A. Harris, PLA, ASLA
Director Planning + Landscape Architecture


Lars Erickson, PLA, AICP
Senior Landscape Architect

TERRACON

Principal - \$240
Project Manager - \$200
Senior Designer - \$178
Senior Landscape Architect - \$150
Landscape Architect Designer - \$115
APR/Quality Control - \$180

MHTN

Architectural Principal - \$300
Architectural Project Manager - \$248
Architectural Designer - \$167
Designer - \$161

Enclosures: Fee Estimate Breakdown, Project Schedule

MASTER SERVICES AGREEMENT

Terracon Consultants, Inc

This **MASTER SERVICES AGREEMENT** ("MSA") is between Heber City, a Utah municipality ("Client") and Terracon Consultants, Inc., its subsidiaries and affiliates, ("Consultant") for Services to be provided by Consultant on projects as described in the Project Information section of individual Task Orders or Task Order Proposals (which sections are incorporated into this MSA). For purposes of this MSA, "Client" shall include City of Heber UT, its subsidiaries and affiliates.

- 1. Scope of Services.** The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Subcontracting.** A portion of the Services may be subcontracted as detailed in each Task Order. Consultant shall be solely responsible for all subcontracted Services, and no limitation of liability in any agreement with any subcontractor shall limit or reduce Consultant's liability to Client. In addition, at the request of Client, Consultant shall assign to Client any rights or claims under any agreement with any subcontractor.
- 3. Acceptance/ Termination.** Client agrees that execution of this MSA is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this MSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this MSA. Additional terms and conditions may be added or changed only by written amendment to this MSA signed by both parties. In the event Client uses a purchase order or other form, including email authorization, to administer this MSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This MSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this MSA or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 4. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 5. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual Task Order, or Task Order Proposal (which sections are incorporated into this MSA). Unless otherwise specifically stated in each Task Order, the Services will be billed on an hourly rate with a not to exceed sum for each Task. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 6. Third Party Reliance.** This MSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client

understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

7. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS MSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$1,000,000 OR THE LIABILITY LIMITATIONS IN CONSULTANTS INSURANCE POLICIES., FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES ARISING OUT OF CONSULTANT'S SERVICES OR THIS MSA.**
8. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this MSA.
9. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
10. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
11. **Governing Law and Venue.** This MSA shall be governed by and construed according to Utah law. Any claims or actions arising out of this Agreement shall be brought solely in the Fourth Judicial District Court in and for Wasatch County, Utah.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if

necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

- 15. Ownership of Documents.** Upon final payment of any Task Order, any concept plans, design drawing, engineering reports, or other work product that is provided to Client as part of the Task Order shall be the property of Client. Any reports, logs, data, notes, or calculations, prepared by Consultant and not provided to Client shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant, except to the extent they are utilized by Client as part of the Services provided by Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, at the request of Consultant, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.
- 18. Attorney's Fees and Costs.** In the event there is a default or failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
- 19. Counterparts.** The parties may execute this Agreement in counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

Date: 12/2/2025

Date: 12/2/2025

Terracon Consultants, Inc.

Heber City

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Heber City Council Staff Report

MEETING DATE: 12/2/2025
SUBJECT: Ordinance 2025-32 Springs at Coyote Phase 5 Development Agreement
RESPONSIBLE: Jamie Baron
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community and Economic Development

SUMMARY

Thrive Development is seeking a development agreement to make the Marelko property part of the Springs at Coyote Ridge Development. The proposal would include town homes and 2 commercial lots for office space.

RECOMMENDATION

Planning Commission forwarded a positive recommendation. Staff is recommending approval with all of the findings and conditions in the conclusion of the staff report.

BACKGROUND

The Springs at Coyote Ridge was annexed into the City with the VXC Annexation (2019), which included Ivory Homes' Coyote Ridge, Thrive's Springs at Coyote Ridge, the Keele property, and Marelko property. Since the annexation, both the Coyote Ridge and Springs at Coyote Ridge developments have completed the majority of their projects. Additionally, the Keel property was purchased by the Watt's group and developed under the R-3 Zone to build medical buildings (conditional use in R-3). The Marelko property is now seeking to sell. Thrive has the property under contract.



DISCUSSION

Zoning

The current zoning, per the annexation, is R-3 COSZ, which would allow for up to 12 units per acre. The Marelko Property was not a signature to the Annexation Agreement and was granted this zoning. The zoning would allow for some clustered multi-family, single family, or medical offices.

Thrive is looking to do a mix of town homes and commercial. The town homes would become part of the Springs development. The commercial buildings would likely be used for professional office, retail, or medical uses.

Gilber Peak Rd.

Per the annexation and transportation master plan, Gilbert Peak Road is required to extend through the marelko property to the barn parcel in the Springs development to allow for future access to properties to the south.

This road right of way will bisect the property and would be the division line for the town homes and

commercial.

Barn Parcel

Thrive owns the parcel to the south of the Marelko property and has entitlements to build a barn/private office. If the Marelko property is acquired, the barn property would be incorporated into the new phase and the barn, as previously proposed and approved, would not be developed. The purpose of the barn was for the personal use of the owner of Thrive Development.

Envision Heber 2050 General Plan

The General Plan identifies this area as Neighborhoods with Open Space (NOS).

District Type	Uses	Density Range / Scale (gross acreage)	Key Characteristics
New Neighborhoods with Open Space (NOS)	Primary: SFDs Secondary: townhomes, small lot and attached housing	3 to 20 units per acre Overall property base densities, established by the North Village Overlay Zone may be transferred to adjacent Villages to create open space.	Small lot clusters, townhomes and open space achieved through clustering and generally located adjacent to centers

The proposal is adjacent to Hwy 40 and utilizes town homes. Additionally, the existing zoning would allow for higher density of homes than what is being requested. Medical office buildings are a conditional use up to 40' tall.

Process

Development Agreements that permit items outside of the zoning code are a legislative item and require a public hearing at the Planning Commission and Ordinance adoption by the City Council.

FISCAL IMPACT

N/A

CONCLUSION

Thrive Development is seeking a development agreement to make the Marelko property part of the Springs at Coyote Ridge Development to add town homes and commercial buildings along Hwy 40. The Planning Commission forwarded a positive recommendation. Staff is recommending adoption with the following findings and conditions:

Findings

1. The Planning Commission held a public hearing on October 28, 2025.
2. The Planning Commission forwarded a positive recommendation on October 28, 2025.
3. The proposed development agreement is consistent with the General Plan.

Conditions

1. All conditions of the City Engineer shall be met.
2. All conditions of the Fire District be met.
3. All conditions of the Comment Summary be met.

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Staff Recommended Option - Approval

I move to **approve Ordinance 2025-32** as presented, with the findings and conditions in the conclusion of the staff report.

ACCOUNTABILITY

Department: Planning
Staff member: Jamie Baron, Planning Manager

EXHIBITS

1. Ord 2025-32 Springs at Coyote Phase 5 DA
2. Coyote Springs Phase 5 DA. - 4925-8215-6668 - 1
3. HEBER TREE FARM-C-1 - SITE PLAN (1)
4. Conceptual Building Elevations (1)
5. Sensitive Lands Analysis
6. Springs at Coyote Ridge Phase 5 Comment Summary

ORDINANCE NO. 2025-32

**AN ORDINANCE ADOPTING THE SPRINGS AT COYOTE RIDGE PHASE 5
DEVELOPMENT AGREEMENT, LOCATED AT APPROXIMATELY 1646 NORTH HWY
40, HEBER CITY, WASATCH COUNTY, STATE OF UTAH.**

WHEREAS, The Springs at Coyote Ridge Phase 5 is consistent with the Envision Heber 2050 General Plan, adopted by Heber City.

BE IT ORDAINED by the City Council of Heber City, Utah, that the Springs at Coyote Ridge Phase 5 Development Agreement, as described in Exhibit A, attached hereto and incorporated herein, is hereby ADOPTED. The agreement outlined in Exhibit B is hereby adopted as part of this ordinance.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY
COUNCIL this _____ day of _____ 2025.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney	_____	_____	_____	_____
Aaron Cheatwood	_____	_____	_____	_____
Michael Johnston	_____	_____	_____	_____
Sid Ostergaard	_____	_____	_____	_____
D. Scott Phillips	_____	_____	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

Exhibit A

Exhibit B

When recorded return to:

Heber City Corporation
Attn: City Recorder
75 North Main Street
Heber City, UT 84032

Parcel Nos. 00-0021-4368, 00-0021-4369, 00-0021-4370 and 00-0021-8118.

**DEVELOPMENT AGREEMENT
(The Springs at Coyote Ridge Phase 5)**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) entered into this 2nd day of December, 2025, by and between HEBER CITY, a Utah municipality (“City”) and Marelko LC 3 (a.k.a. Marelko #3, L.C.) a Utah limited liability company (“Developer” or “Owner”). Developer and City are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Developer is the owner of approximately 4 acres of real property which is designated as Parcel Nos. 00-0021-4368, 00-0021-4369, 00-0021-4370 and 00-0021-8118, and more particularly described in Exhibit A (the “Property”);

WHEREAS, Developer has proposed a site plan (the “Site Plan”) for the Springs at Coyote Ridge Subdivision, Phase 5 consisting of 12 Townhomes and Two Commercial Office Buildings (the “Project”), a copy of which is attached hereto as Exhibit B;

WHEREAS, subject to the terms and conditions of the Agreement, City has approved the Site Plan;

WHEREAS, the City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, et. seq., in compliance with the Heber City Land Use Code, and in furtherance of its land use policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the Property, and therefore has elected to approve and enter into this Agreement to advance the policies, goals and objectives of the City, and to promote the health, safety and general welfare of the public.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Zoning.** The Property is currently zoned as R-3 COZ. Except as specifically set forth herein, the Property shall be developed in accordance with the Site Plan, and the requirements of the City’s Development Code; the R-3 COZ zone; the City’s Engineering Standards and

Specifications; and all other development ordinances, processes, standards, requirements, policies and regulations of Heber City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date (collectively, the “City’s Vested Laws”).

2. **Development Requirements.** In addition to all development requirements in the City’s Vested Laws, the following requirements shall apply to the Project:

a. Master Plan Trail. Developer shall construct an asphalt trail along the frontage of the Project and along U.S. 40 in accordance with the City’s Master Trail Plan. Once constructed, the trail shall be dedicated to and maintained by the City.

b. Landscape Plan. Developer shall provide a Landscape plan for the commercial areas and townhome area to be reviewed and approved by the City prior to any construction in the respective areas.

c. Fencing. All fences shall be of earth tone colors. Fences shall not be allowed in front yards except decorative split rail fences not to exceed four feet in height. A six-foot privacy fence shall be constructed along the along the shared property line with Parcel No. 00-0007-9108.

d. Townhome Colors. All townhomes shall be of earth tones and consist of different color and pattern schemes to distinguish buildings.

e. Water Service. All townhomes are required to have separate water and sewer services. Common irrigation service will be allowed to accommodate the HOA maintaining the landscaping for all Townhome lots, buildings, and common areas. Should any property or lot be subsequently conveyed to new owners, not a part of the HOA, Property owner shall be responsible for the installation of separate irrigation services from the City’s public line to serve these lots.

f. Landscaping and Stormwater. Common area landscaping within the townhomes shall be owned and maintained by the townhome HOA. Parking lots and associated open space within the office parcels shall be owned and maintained by the ownership entity of each office parcel. Any facilities which collect or convey storm drainage from private property, alleys, or streets shall be private and maintained by the townhome HOA or the ownership entity of each office parcel.

g. HOA. Developer will establish, prior to recording a plat for any of the townhome units, a Homeowners Association for the following purposes:

1. Ownership, operation, maintenance, and collection of fees for the continuing maintenance of the common areas including the storm water areas, and all trails and common area landscaping, excepting the trails running immediately adjacent to US40 which shall be City maintained.
2. Ensure all exterior lighting, is full cut off and dark sky compliant.

3. Ensure consistent fencing standards, including the prohibition of white vinyl fences.

h. Road Connections and Standards. Gilbert Peak Road shall be constructed in accordance with the Site Plan and shall stub to the southern property line and connect to 1610 N. Developer shall dedicate all public streets to Heber City and slurry seal per Heber City's Standard Specifications during the warranty period.

3. **Vested Rights.** The Parties intend that this Agreement grants to Owner the right to develop the Property in accordance with the Site Plan and the City's Vested Laws (collectively, "Vested Right"), provided that nothing in this Agreement shall be construed to limit the City's ability to rezone the Property during the term of this Agreement, provided that such rezoning shall not limit or restrict the Owner's Vested Rights.

4. **Exceptions to Vested Rights.** The Vested Rights are subject to the following exceptions:

a. Agreed to Regulations. City's future laws or other regulations to which the Owner agrees in writing;

b. State and Federal Compliance. City's future laws or other regulations that are enacted or required to comply with State or Federal laws or regulations;

c. Development Review Processes. Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists that are generally applicable, and do not materially impact (i) the ability of Owner to develop the Project in accordance with this Agreement;

d. Safety Codes. Any City's future laws that are updates or amendments to building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are enacted to meet legitimate concerns related to public health, safety or welfare;

e. Engineering Standards. Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes (i) do not materially impact the ability of Owner to develop the Project in accordance with this Agreement, or (ii) are not enacted as a means to reduce or limit the ability of Owner to develop the Project in accordance with this Agreement.

f. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, or similarly situated persons and entities;

g. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the

City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

h. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2024) et seq.;

i. Planning and Zoning Modifications. Changes by City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as they don't materially impact the ability of Owner to develop the Project in accordance with the Site Plan and this Agreement; and

j. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii)(A) (2024).

5. **Default and Remedies**. Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) calendar days following the receipt of written notice of such failure from the other party shall constitute a "Default" under this Agreement.

5.1 Notice. Any notice of default ("Default Notice") shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.

5.2. Cure. Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the "Cure Period"). If more than 30 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence. City may, in City's sole discretion, withhold permits or approvals during any Cure Period.

5.3. Owner's Exclusive Remedy. Owner's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. **IN NO EVENT SHALL CITY BE LIABLE TO OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY OWNER, PROPERTY OWNER OR OTHER PARTIES UNDER THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.**

5.4 City's Remedies Upon Default. In addition to all other remedies available at law or in equity, City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Owner, until the Default has been cured. City shall further have the right to draw on any security

posted or provided in connection with the Property and relating to remedying of the particular Default.

6. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of ten (10) years. Unless otherwise agreed between the City and the Developer, the Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

7. **Other Necessary Acts.** Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

8. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of the individual lot in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Owner, its successors and/or assigns, or the lot owners for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.

9. **Attorney Fees.** In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

10. **Annexation Agreement.** This Development Agreement does not amend or change any provision of the prior VXC Annexation Agreement and First Addendum to the VC Annexation Agreement, and those Agreements remain in full force and effect.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement

shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties.

12. **Time Is Of The Essence.** In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.

13. **Waiver of Rights Under Utah Code Section 10-9a-532.** The Parties have been represented by an attorney throughout this process. Owner acknowledges that this Agreement does not restrict any of Owner's rights under clearly established state law or that Owner has been advised in writing of any such rights being restricted. As an essential term of this Agreement, Owner hereby waives any claim that any term of this Agreement is void, illegal, invalid, or unenforceable as the result of any failure on the City's part to disclose in writing any rights being restricted by this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this _____ day of _____ December, 2025

HEBER CITY

BY: _____

Heidi Franco, Mayor

ATTEST: _____

Heber City Recorder

TDB LLC

By: _____

Steve Broadbent

STATE OF U T A H

:SS.

COUNTY OF WASATCH)

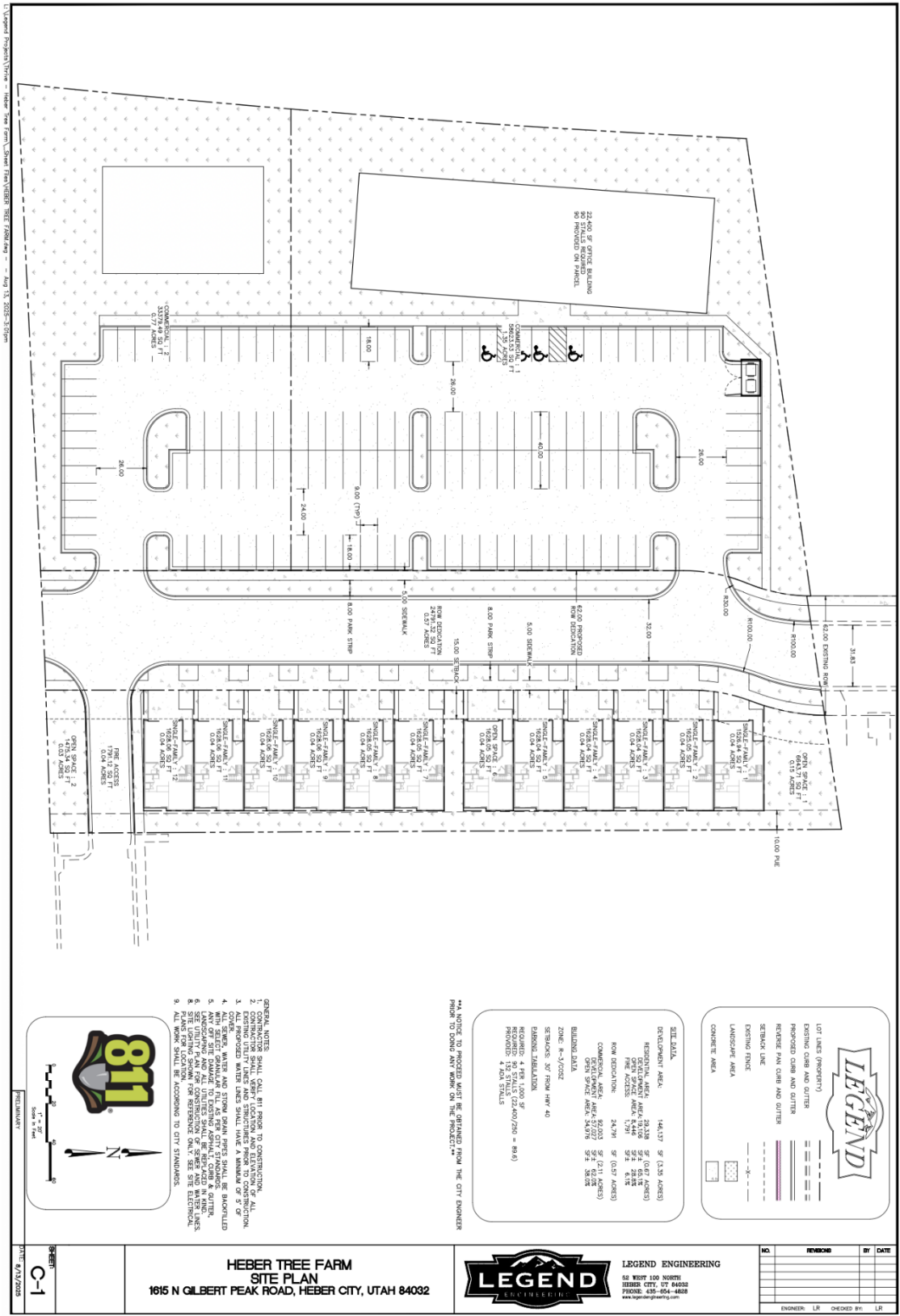
On this _____ day of _____ 2025, personally appeared before me the above
named Owner, who duly acknowledged to me that he is the owner in fee and executed the same
as such.

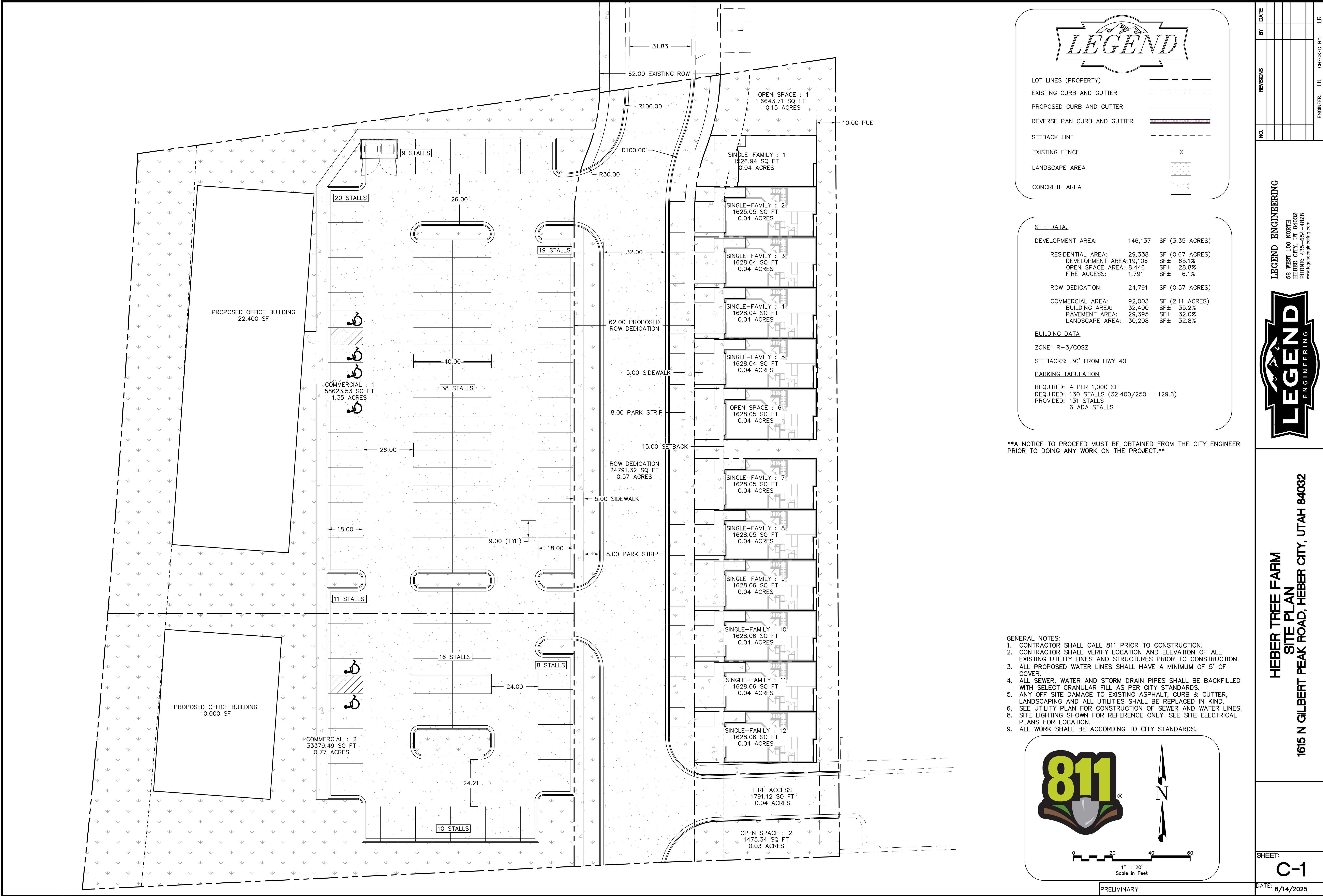
Notary Public

EXHIBIT A
Legal Description

EXHIBIT B

Site Plan







Although we haven't started on the architectural design of the 12 townhomes for this next phase, we anticipate that they will have similar qualities to our adjacent property.

Exterior Materials: Fiber cement board, brick, stucco and mountain modern features.



September 11, 2025

Heber City
Planning Department

Sensitive Lands Analysis

The subject property does not have any sensitive lands that will need protection during the development process.

- *Slopes/Rock: existing grades range from five to fifteen percent with no large rock outcroppings throughout the site.*
- *Wetlands/Flood Hazard: no wetland areas exist on the property and the property is mapped FEMA Zone X.*
- *Streams/Springs: no streams or springs exist on the property; there is an existing ditch that conveys irrigation that will be piped with this project.*
- *Ridgelines: as the property is at the valley floor, there are no ridgelines to protect with this project.*

Thank you for the opportunity to submit this application. We look forward to working with you on this development.

Cal Johnson
Legend Engineering
cal@legendengineering.com
(435) 654-4828



Springs at Coyote Ridge Phase 5 Comment Summary

Wasatch County Fire

Verify access to within 150 feet of all portions of the buildings

Location and number of hydrants to be determined by gross square feet and construction type.

Access must meet minimums of IFC dependent on height, if over 30' measured to the eaves a 26' access must be provided in an approved location.

Verification of connectivity of the ingress / egress.

Engineering

Please see attached suggestions to the draft MDA that was submitted by applicant into Cityworks.

Applicant and any successors of this project shall comply with all City policies, processes, ordinances, standards, and specifications. Additionally, all Master Planned infrastructure elements on or adjoining the subject property need to be designed and installed by applicant. All City Engineer requirements will need to be satisfied prior to any final development plans being approved. The following are site and infrastructure concerns known at this time that need to be addressed with future submittals: (Please note that the following list is not to be considered all-inclusive and additional concerns may arise as design plans are submitted for review.)

1. All suggested modifications to the draft MDA provided by the City on the first submittal remain applicable and should be incorporated into any finalized MDA.
2. Ensure existing irrigation ditches are properly addressed to allow continuous flow through property.
3. Applicant needs to incorporate the City's Master Plan for trails along HWY 40. Trail design needs to be included in design plans.
4. Show neighboring deed lines and ensure connectivity to parcel to the south that has been dedicated for future roadway.
5. Show connectivity of fire access road to 1610 North in phase 4. Ensure emergency vehicle access is available through phased construction.
6. Storm water design manual needs to be followed which includes a hydrodynamic separator or other allowed system for pretreatment prior to infiltration

7. Office buildings and required parking areas should be divided into lots within the subdivision. Once subdivision is finalized, then site plan(s) should be submitted inside the lot boundary.



Heber City Council Staff Report

MEETING DATE: 12/2/2025
SUBJECT: Mutual Termination of Heber City, Twin Creeks, and Charleston Agreement for Shared Waste Water Delivery and Facilities
RESPONSIBLE: Jeremy Cook
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

In 2022, Heber City, Twin Creeks Special Service District and Charleston Town entered into an Agreement for Shared Waste Water Delivery and Facilities. The primary purpose of the agreement was to allow Twin Creeks and Charleston to utilize existing and future capacity in sewer lines owned and operated by Heber City, which would allow Twin Creeks and Charleston to convey wastewater to HVSSD through Heber City. The Agreement requires Twin Creeks and Charleston to pay a one-time connection fee to Heber City to reimburse Heber City for the cost of its existing facilities in Midway Lane and to pay for a future 36-inch sewer line in Midway Lane to replace capacity that will be utilized by Twin Creeks and Charleston. In addition, pursuant to paragraph 17 of the Agreement, Heber City and Charleston agreed not to annex certain parcels of property. A copy of the agreement is attached to the termination agreement in the packet.

Charleston has not connected any properties to Heber City's sewer system and Heber City has not constructed any facilities to accommodate any flows from Charleston. Charleston has requested that the agreement be terminated with respect to Charleston, but the agreement will remain in place for Twin Creeks and Heber City.

RECOMMENDATION

Staff recommends approval of the termination of the agreement between Heber City and Charleston.

BACKGROUND

DISCUSSION

FISCAL IMPACT

None

CONCLUSION

Staff recommends approval of the termination of the agreement.

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
 3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member: Jeremy Cook, City Attorney

EXHIBITS

1. Mutual Termination Draft

**MUTUAL TERMINATION OF
HEBER CITY, TWIN CREEKS, AND CHARLESTON AGREEMENT FOR SHARED
WASTE WATER DELIVERY AND FACILITIES**

THIS MUTUAL TERMINATION OF PARTICIPATION AGREEMENT AND MUTUAL RELEASE (this “**Termination Agreement**”) is made and entered into as of the date executed by all undersigned Parties, by and between **CHARLESTON TOWN**, and **HEBER CITY**. This Termination Agreement references and relates to the Heber City, Twin Creeks, and Charleston Agreement for Shared Waste Water Delivery and Facilities dated as of January 13, 2022 (the “**Original Agreement**”), attached hereto as *Exhibit A*. Charleston Town and Heber City may be referred to herein individually as a “Party” and collectively as the “Parties”.

Recitals

A. Charleston Town, Heber City, and Twin Creeks Special Services District (“**Twin Creeks**”) entered into the Original Agreement whereunder Heber City would share certain wastewater facilities in exchange for, among other things, Charleston’s agreement to share in the cost of the construction of future shared facilities.

B. As of the date of this Termination, Charleston has not connected to Heber City’s waste water facilities.

C. Pursuant to paragraph 10.A, Heber City and Charleston Town may, without consent of Twin Creeks, mutually agree to terminate the Original Agreement insofar as it applies to the mutual obligations between Heber City and Charleston Town.

D. The Parties have mutually agreed to terminate the Original Agreement pursuant to paragraph 10.A consistent with the terms of this Termination Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Termination of Original Agreement. By way of this Termination, the Parties desire to completely and immediately terminate the Original Agreement, insofar as it creates obligations between the Parties and acknowledge and agree that neither Party shall have any obligation or liability to the other in connection with the Original Agreement. As such, the Parties hereby terminate immediately, for mutual convenience, the Original Agreement. Effective immediately upon execution of this Termination Agreement, neither Party shall have any obligation, responsibility, or liability to the other Party for any reason whatsoever in connection with the Original Agreement whether such obligation is past, present, or future.

2. Mutual Release. Effective immediately upon execution of this Termination Agreement, each Party releases and forever discharges the other Party and all of its employees, agents, successors, assigns, legal representatives, affiliates, directors, and officers from and against any and all actions, claims, suits, demands, payment obligations, or other obligations or liabilities of any nature whatsoever related to the Original Agreement (whether known or unknown), which

such Party or any of its employees, agents, successors, assigns, legal representatives, affiliates, directors, and officers have had, now have, or may in the future have directly or indirectly arising out of (or in connection with) the Original Agreement.

3. Miscellaneous. This Termination Agreement is the entire agreement between the Parties regarding the subject matter contained herein. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding the subject matter contained herein. This Termination Agreement is binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns. This Termination Agreement shall be interpreted, construed, and enforced in all respect in accordance with the laws of the State of Utah, without regards to its conflicts of laws principles. This Termination Agreement may be executed in any number of counterparts (including execution by electronic transmission) with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Termination Agreement to physically form one document.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF,

CHARLESTON TOWN

BY: _____

ITS: _____

HEBER CITY

BY: _____

ITS: _____

Attest: _____

EXHIBIT A

Heber City, Twin Creeks, and Charleston Agreement for Shared Waste Water Delivery and Facilities

1-10 2022

Heber City, Twin Creeks, and Charleston Agreement for Shared Waste Water Delivery and Facilities

Agreement for the establishment, maintenance and repair of a new Sewer Line and Facilities, (Agreement), administered by, through and between Heber City, a Municipal Corporation (City), Twin Creeks Special Service District (TCSSD) and the Town of Charleston, a Municipal Corporation (Charleston). The purpose of this Agreement is to make available Heber City's sewer system capacity and build new Facilities to transport waste water to the Heber Valley Special Service District (District).

1. **Counter Parties.** The Parties to this Agreement are:
 - A. Heber City, Utah, a Municipal Corporation (City)
 - B. Twin Creeks Special Services District (TCSSD)
 - C. Town of Charleston, Utah, a Municipal Corporation (Charleston)
2. **Services to be Provided.** City agrees to furnish to TCSSD and Charleston, and users agree to utilize and pay for the following:
 - A. Use of City sewer conveyance system to transport the User's wastewater from the User's system to Heber Valley Special Services District (HVSSD).
 - B. Construction of additional sewer capacity on Midway Lane by constructing new 36" line and abandoning existing 21" line.
3. **Term.** This Contract shall be in full force and continue in effect for a term of forty (40) years, with Users' options for two additional terms of twenty (20) years each.
4. **Definitions.**
 - A. Users: TCSSD and Charleston
 - B. Facilities:
 - 1) Facilities. Refers to Existing Shared Facilities and Future Shared Facilities.
 - 2) Existing Shared Facilities. Existing Shared Facilities are all City owned facilities shared by the users and existing as of the date of this Agreement. Refer to Exhibit A for complete list of Existing Shared Facilities.
 - 3) Independent Facilities. Independent Facilities are those built and exclusively owned by a single user and connect to City's Existing Shared Facilities. All connection points and associated meters are owned by City.
 - a. TCSSD Independent Facilities. Facilities owned by TCSSD with two proposed connections to City Facilities. An existing connection at 600 S. and Mill Road and a new connection at 1200 S. and Mill Road.
 - b. Charleston Independent Facilities. Facilities owned by Charleston with a single connection to City Facilities at approximately 1200 West and 1200 South.
 - 4) Future Shared Facilities. Future Shared Facilities are all City owned facilities shared by the users and constructed after the date of this Agreement with capacity used by the Users and City. City shall construct and own the Future Shared Facilities, but TCSSD and Charleston shall pay the cost of construction. Future Shared Facilities include a new 36" sewer line to be built on Midway Lane. The new 36" line is to replace City's existing 21" line dedicated to temporary City back-up.
 - a. City currently owns and utilizes an existing 36" line on Midway Lane that is projected to meet future City capacity demands. City also owns an existing 21" line on Midway Lane that currently serves as a temporary back up. If not for future capacity flow of TCSSD and Charleston, City would not need to construct

1-10 2022

Heber City, Twin Creeks, and Charleston Agreement for Shared Waste Water Delivery and Facilities

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 - B. Twin Creeks Special Services District (TCSSD)
 - C. Town of Charleston, Utah, a Municipal Corporation (Charleston)
2. **Services to be Provided.** City agrees to furnish to TCSSD and Charleston, and users agree to utilize and pay for the following:
 - A. Use of City sewer conveyance system to transport the User's wastewater from the User's system to Heber Valley Special Services District (HVSSD).
 - B. Construction of additional sewer capacity on Midway Lane by constructing new 36" line and abandoning existing 21" line.
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4. **Definitions.**
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 - B. Facilities:
 - 1) Facilities. Refers to Existing Shared Facilities and Future Shared Facilities.
 - 2) Existing Shared Facilities. Existing Shared Facilities are all City owned facilities shared by the users and existing as of the date of this Agreement. Refer to Exhibit A for complete list of Existing Shared Facilities.
 - 3) Independent Facilities. Independent Facilities are those built and exclusively owned by a single user and connect to City's Existing Shared Facilities. All connection points and associated meters are owned by City.
 - a. TCSSD Independent Facilities. Facilities owned by TCSSD with two proposed connections to City Facilities. An existing connection at 600 S. and Mill Road and a new connection at 1200 S. and Mill Road.
 - b. Charleston Independent Facilities. Facilities owned by Charleston with a single connection to City Facilities at approximately 1200 West and 1200 South.
 - 4) Future Shared Facilities. Future Shared Facilities are all City owned facilities shared by the users and constructed after the date of this Agreement with capacity used by the Users and City. City shall construct and own the Future Shared Facilities, but TCSSD and Charleston shall pay the cost of construction. Future Shared Facilities include a new 36" sewer line to be built on Midway Lane. The new 36" line is to replace City's existing 21" line dedicated to temporary City back-up.
 - a. City currently owns and utilizes an existing 36" line on Midway Lane that is projected to meet future City capacity demands. City also owns an existing 21" line on Midway Lane that currently serves as a temporary back up. If not for future capacity flow of TCSSD and Charleston, City would not need to construct

or participate in the construction of a second 36" line. Therefore, the new 36" line will be paid for by TCSSD and Charleston.

- b. TCSSD and Charleston shall pay for using capacity in the new 36" line through a Connection Fee per Section 8.

5. Rates and Charges. In consideration for the services to be provided by City, TCSSD and Charleston agree to pay City a Wheeling Fee and Connection Fee.

A. Wheeling Fee: TCSSD and Charleston agree to pay City a monthly Wheeling Fee to cover City's actual administration costs, City portion of District treatment costs, City operation and maintenance costs, and City renewal and replacement costs for Existing and Future Shared Facilities.

- 1) The monthly Wheeling Fee will equal one-twelfth of that portion of the total annual budget that is established for each User's use of City's Existing and Future Shared Facilities.
 - a. Within 90 days of Agreement execution, City will commence a cost of service study to identify all wheeling costs stemming from TCSSD and Charleston's use of City's Existing and new Shared Facilities. In addition to identifying annual wheeling costs, study will identify a reasonable methodology for determining wheeling costs in subsequent years. This Agreement will initially be adopted contingently, providing TCSSD and Charleston an opportunity to review and agree with proposed wheeling costs and methodology for establishing future annual budgets.
 - b. Wheeling Fee will include compensation to City for Users temporary use of City's existing 36" line in Midway Lane until New 36" Future Shared Facilities are constructed.
- 2) Upon execution of an Agreement and at the beginning of each fiscal year thereafter, City shall calculate and project the Annual Budget of the Facilities, using the recommendations of the wheeling fee study. If the prior year's actual annual budget exceeds the projected Annual Budget for said prior year so that City is required to pay the deficiency during that year, or if the prior year's Annual Budget exceeds the actual annual budget for said prior year so that surplus monies remain at the end of that year, an adjustment shall be made in the following year's Annual Budget to rectify the resulting credit or debit.

B. Connection Fee: TCSSD and Charleston agree to collect on behalf of and remit to the City a one-time Connection Fee that has a twofold purpose. The first part (**Part A**) of the Connection Fee shall fund the City's "**Cost of Construction**" for the new 36" line in Midway Lane; i.e. Future Shared Facilities, including the planning, construction and financing of this line. The second part of the fee (**Part B**) shall satisfy the "**Buy-In**" portion of the Connection Fee for using the City's Existing Shared Facilities. The Buy-In portion shall represent the value of replacing the reserve, surplus capacity of the City's existing lines.

- 1) Initial Connection Fee amounts have been estimated in separate studies commissioned by the City, entitled *Sewer Capacity and Fee Analysis for Twin Creeks Special Service District / Charleston Connections*, based on the capacities requested by the Users.
- 2) Users will collect the Connection Fee's based on Equivalent Residential Units (ERU's) when issuing building permits in their respective service areas.
 - a. TCSSD will pay \$1,134 per ERU. (Part A \$663 + Part B \$471)
 - b. Charleston will pay \$698 per ERU. (Part A \$569 + Part B \$129)
- 3) Connection Fee will be collected for the City by TCSSD and Charleston on all development occurring in their respective jurisdictions that utilize City Facilities. The Connection Fees collected on behalf of the City will be remitted monthly to City by the

25th of the subsequent month following collection. Remittance shall commence within 90 days after a public hearing required for adoption of new fees, or, on or before the 1st day of February, 2022, whichever first occurs.

- 4) Cost of Construction portion (Part A) of the Connection Fee shall have the future ERU values and the estimated costs for the New 36" Future Shared Facilities updated jointly by the parties every five (5) years from the date of this Agreement to insure ERU's and estimated construction costs of the Future Shared Facilities are accurate.
- 5) Buy-In portion (Part B) of the Connection Fee shall remain fixed at the amount determined at the time this Agreement is executed, except for annual inflation adjustments described below.
- 6) Maximum capacity granted to Users is fixed at the original requested amounts of 3,310 gpm total peak flow (2,180 gpm 600 South, 2,000 gpm 1200 South) for TCSSD; and 698 gpm total peak flow for Charleston. Additional capacity above these requests are subject to renegotiation. Flow into the City Facilities above the original requested amounts, that continues for a minimum period of 30 days, may subject the Users to a penalty, at the sole discretion of the City, payable to City, of up to \$5,000 per day for every day the original capacity request is exceeded. Capacity will be monitored at metering stations installed by Users and owned by City at each initial point of connection to City Facilities.
- 7) Beginning January 1st, 2022, all City fees shall be adjusted on January 1st of each year for inflation by and pursuant to the percentage change in the ENR 20 City Construction Cost Index from January to December of the prior year.
- 8) Cost of Construction portion (Part A) of the Connection Fee shall be deposited into an independent, interest bearing account. The City shall provide notice to the Users when it has established the independent, interest-bearing account. The City shall not commingle Part A Connection Fees with other City funds. The City will hold these Connection Fees in trust to be used for the sole purposes set forth in this Agreement and for no other purpose.

6. Construction and Funding of Future Shared Facilities. To insure capacity in the City's existing 36" line on Midway Lane is not exceeded, City shall begin planning for expansion of Future Shared Facilities no less than 24 months prior to date City projects capacity in the existing Midway Lane line is to be exceeded. The City shall provide written notice to the Users when the City begins such planning. Planning for the expansion will commence 24 months prior to the advanced timeline date determined jointly by the parties.

- A. City will be responsible for planning, financing, construction, and ultimate payment of the cost of Future Shared Facilities (i.e. New 36" sewer line on Midway Lane).
- B. TCSSD and Charleston shall be responsible for planning, financing, construction, and ultimate payment of the cost of their respective Independent Facilities up to City's existing facilities.
- C. City will utilize accrued Connection Fees submitted to City for expansion of Future Shared Facilities. City will first consider a pay-as-you-go funding strategy, evaluating whether Connection Fees submitted to City are sufficient to cover 100% of costs for planning and construction of Future Shared Facilities.
- D. Should Connection Fees, submitted to City by Users since the execution of Agreement, be insufficient to complete the planning and construction of Future Shared Facilities, City will seek to finance the planning, construction, and financing costs for Future Shared Facilities. City will first pledge submitted Connection Fees to project costs and finance difference.
- E. Should City determine, in conjunction with TCSSD and Charleston, that issuing debt is the best strategy for funding the planning, design, construction, and financing of Shared

Facilities, City will arrange for issuance of debt for all project costs of Future Shared Facilities.

- F. City will pledge Connection fees submitted by Users to annual interest and principal payments. Should submitted Connection Fees be insufficient to make an annual interest and principal payments, TCSSD and/or Charleston will advance the difference to the City within 40 days of receipt of written notice from the City of the required Principal and Interest payment. Whichever party is responsible for the delinquency or insufficiency in covering the fees and costs associated with Future Shared Facilities described in this Agreement, shall pay said delinquent amount. In the event there is an overpayment paid to the City, such shall be reimbursed back by the City at the final accounting after the completion of Future Shared Facilities. In the event TCSSD or Charleston is unable or refuses to pay the annual interest and principal payments (P&I payments) within the said 20 days required payment schedule, the Parties specifically agree pursuant to the governing provision of the Agreement, that the City shall be allowed to seek a judgment against the non-paying party and secure a lien, including but not limited to any other remedy available by law or in a court of equity, without opposition or defense from or by the non-paying party, unless the City is in default of this Agreement.
 - G. Notwithstanding the description of the Future Shared Facilities herein as 36-inch in diameter, the parties will work together in the design phase to find the most economical way to convey the prescribed design flows. This may, or may not, be a 36-inch diameter pipe along the full project length.
7. **Maintenance and Repair of Facilities.** City shall be responsible for providing for the operation, maintenance and repair of Facilities and any decisions in that regard shall be made solely and exclusively by City. The City shall operate, maintain, and repair the Facilities in a good and workmanlike manner, using at least the standard of care that the City uses in the operation maintenance, and repair of its own facilities.
8. **Maintenance of Respective Collection Systems.** City and Users shall each maintain and be responsible for the repair and proper operation of their respective collection system. Should Users not properly maintain their respective collection systems causing City to sustain increased operating and maintenance costs for Facilities, these costs shall be paid by the User responsible for the increased costs.
- A. Each User hereto agrees to make reasonable efforts to monitor the wastewater originating within its collection system so as to prevent the introduction of wastewater which adversely affects the operation of the Facilities and to prevent the discharge of springs, flood waters and other non-sewage waters in its collection system.
 - B. Each User agrees to abide by all reasonable rules, regulations and instructions in the operation and maintenance of their respective collection systems.
 - C. Any discharge by the User which exceed facility design levels or contain abnormally high concentrations of pollutants as defined in Heber City code, will require pretreatment to bring said discharges into compliance.
9. **Advisory Group.** Upon request by any user, a meeting shall be convened comprising representatives of City, TCSSD, and Charleston for the purpose of discussing problems, policies, revenues, expenditures and any other matter effecting the operation of the Facilities. The conclusions, recommendations, or information emanating from a meeting shall be presented to City for its consideration and used in the operation, maintenance and/or improvement of Facilities. It is understood that the purpose of this meeting is to further cooperation between parties and to

render advisory assistance, but in no way to limit the right of ownership or operational requirements.

10. Contract Termination.

- A. By mutual agreement of City and User at any time, excluding item C below.
- B. By the User giving written notice of termination to City within 90 days after receipt of written notice from City that City intends to undertake the expansion of the new Shared Facilities on Midway Lane.
- C. If notice of termination is not received by City within 90 days of written notice that City intends to undertake expansion of Future Shared Facilities; Users are bound financially to their financial obligations related to system expansion of the Future Shared Facilities.
- D. In the event that a Party terminates their participation in the Agreement, and stops their flow, and Future Shared Facilities are built to completion, the exiting Party shall leave the association and the Agreement with no ownership, and no reimbursement for any payments or investment.
- E. In the event that a Party terminates their participation in the Agreement, and stops their flow, and the Future Shared Facilities are NOT built to completion, the exiting Party shall pay it's remaining, respective share of the costs and fees insomuch as the remaining Party or Parties are made whole. The exiting Party shall be reimbursed their construction, planning and financing fees, and not the Wheeling Fee or Buy-In portion of the Connection Fee. The Parties specifically agree that in the event there are unpaid fees or costs owing from an exiting Party or Parties, that the remaining Party or Parties shall be allowed to seek a judgment against the exiting Party or parties, and secure a lien, including but not limited to any remedy available by law or in a court of equity, sufficient to make the remaining party or parties whole, without opposition or defense from or by the delinquent, exiting Party, unless the City is in default of this Agreement.

11. Insurance on Facilities. City, in its operation of the Facilities, will carry insurance, including but not limited to workman's comp and public liability insurance, in such amounts and to such extent as is normally carried. The cost of such insurance shall be considered an operation and maintenance expense of the Facilities. In the event of loss or damage, insurance proceeds shall be used for the purpose of restoring or replacing the property lost or damaged.

12. Obligation of User Hereunder. Users agree to impose such rates and charges for service supplied by City and will make possible the prompt payment of all expenses incurred in operating and maintaining such Facilities, including the payments due hereunder and the prompt payment of all obligations of the Users.

13. Default. If after written notice from the City, in the event billings are not paid within forty (40) days after they are received each month, a late charge of 1.5% per month on the unpaid principle balance shall be added thereto, unless the billing is contested in good faith, in which event the parties will either resolve the dispute before the next billing date or the User will pay the billed amount under protest with a right to recoup any portion later determined to be an overpayment.

14. Enforcement of Contract. Each party hereto is hereby granted the right to bring such suits and to institute such litigation against the other party and its officials as may be necessary to require the full performance by the other party of all the agreements herein contained and all duties devolving on it under the provisions hereof, which suits may, but without limitation, include suits for mandamus or injunction.

- 15. Compliance with Laws.** All parties hereto agree to comply in every respect with any applicable State, Federal or County laws regulating the safe, sanitary and healthful operation of Facilities.
- 16. Liability of City.** City shall not be responsible for damages from any failure of the Facilities which cause a backup of effluent in Users mains. The Users agrees to save and hold City harmless from any damage to their collection systems or resulting from its Collection System by reason of sewer backup or inability of the System to accept the total effluent delivered to City's Facilities, unless it can be shown that a loss resulted from the gross negligence or intentional wrongful act of Heber, its agent, officers, or employees.
- 17. Joint Cooperation.** The parties hereby agree to cooperate with each other in the common planning and use of sewer lines and systems where such cooperation will result in greater efficiency and economy. It is recognized that such constraints as topography and practicality may logically require Interlocal cooperation from time to time. In the event of such planning or the common use of sewer lines not otherwise within the scope of the agreement the installation, operation and maintenance thereof shall be subject to the provisions of separate written agreement between the parties.
- Charleston agrees not to annex Parcels 08-7721 and 08-8083 and 08-8075 and 11-8252, and 08-8208 for a period of three years from the date this Agreement is recorded, or UDOT has identified a corridor for the potential realignment of State Highway 189 as it nears Heber City, whichever occurs first. In the event Charleston does desire to annex Parcel 08-8208, Charleston shall reserve by easement or other legally binding means sufficient area on the east end of Parcel 08-8208 to accommodate the associated portion of a bypass road/highway configuration passing through and upon said Parcel until the conditions stated above are satisfied.
- Charleston agrees not to annex any parcels of land that are located north of 2400 South Road and east of the Sagebrush and Spring Creek Canal. More particularly, these are Parcels 08-7580 and 08-7598 and the numerous parcels currently owned by Heber Valley Special Service District.
- City agrees not to annex any parcels of land that are located south of 2400 South, or west of the Sage Brush and Spring Creek Canal and south of 1200 South Road. In the event that City at some time re-considers annexation of these parcels, the City shall first offer Charleston a first right of refusal to annex said parcels described herein.
- 18. Miscellaneous.** Parties shall not be deemed to be partners or joint ventures in any manner in the use or operation of the facilities. Contract may be amended from time to time by mutual agreement.
- 19. No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.
- 20. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
- 21. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials,

equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, public health orders or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

22. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.
24. **Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
25. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of TCSSD and the Charleston hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.
26. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City.
27. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.
28. **Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.
29. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Effective Date of this Agreement, decision of any court of competent jurisdiction, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

- 30. Attorney Fees and Costs.** In the event of the failure of either Party hereto to comply with any provision of this Agreement, and the Parties do not resolve any such dispute by mediation, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees, costs of investigations, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies except as otherwise specifically stated in this Agreement.
- 31. Records and Audit.** The City shall maintain all books, records, and other documentation related to this Agreement, specifically including all books, records and other documentation related to its receipt and expenditure of funds pursuant to this Agreement, and shall allow Users to inspect and audit such books, records and other documentation upon reasonable request.
- 32.** This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the Parties.
- 33.** This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this Agreement was first above written.

DATED this 13th day of January, 2021. 2

HEBER CITY

By: _____

Mayor Kelleen Potter



ATTEST:

Heber City Recorder

TWIN CREEKS SPECIAL SERVICE DISTRICT (TCSSD)

By: _____

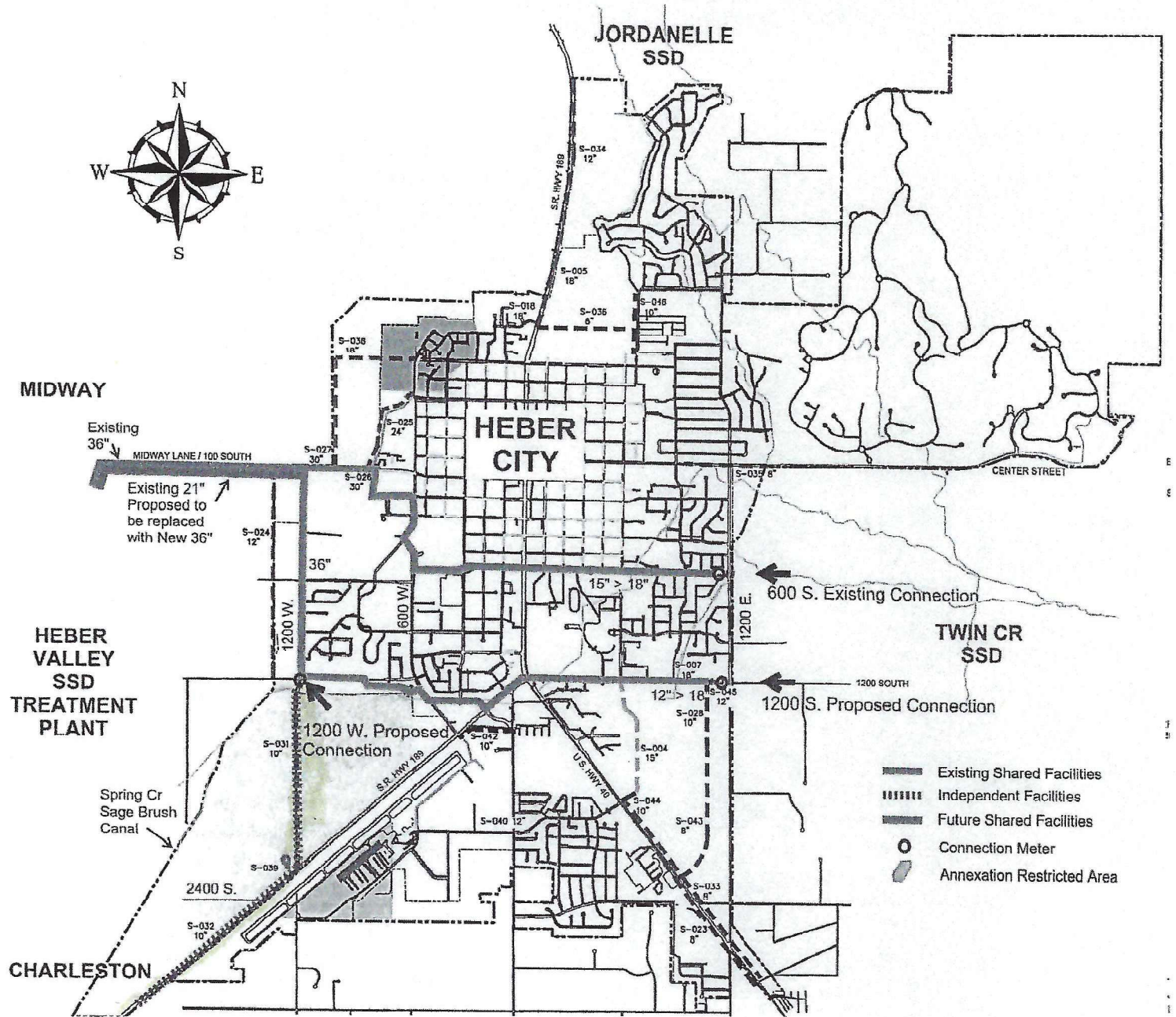
Max Covey, General Manager

TOWN OF CHARLESTON, A MUNICIPAL CORPORATION (Charleston)

By: _____

Mayor Brenda Kozlowski

EXHIBIT A





Heber City Council Staff Report

MEETING DATE: 12/2/2025
SUBJECT: Fiscal Year 2027 Budget Calendar Adoption
RESPONSIBLE: Sara Nagel
DEPARTMENT: Finance
STRATEGIC RELEVANCE: Necessary Administrative Item

SUMMARY

The purpose of this agenda item is to adopt a budget calendar for the Fiscal Year 2027 (FY27) budget (Exhibit A). The adoption of a budget calendar establishes clear expectations for those involved in the budget's development and those who are interested in the budget document's content.

RECOMMENDATION

Staff recommends that the Council adopt the proposed FY27 budget calendar as presented.

BACKGROUND

The annual budget represents one of the most important policy documents the Council considers. It outlines the City's priorities, allocates resources, and provides transparency and accountability in the use of public funds. To ensure its proper development and timely adoption, a structured timeline is essential.

The proposed budget calendar provides key dates and deadlines for each phase of the budget process, including:

- Initial budget discussions and strategic goal-setting sessions,
- Submission of departmental budget requests,
- Council work sessions and public hearings, and
- The final adoption of the budget in compliance with statutory deadlines.

A clear budget calendar serves as a valuable tool to coordinate the efforts of City staff, Council, and other stakeholders. It ensures the budget process is thorough, transparent, and aligned with the City's strategic priorities.

DISCUSSION

FISCAL IMPACT

CONCLUSION

Council is asked to review and adopt the proposed budget calendar for FY27 (Exhibit A). Adoption of this calendar will:

- Establish clear deadlines for each phase of the budget process,
- Provide transparency and clarity to residents and stakeholders,
- Enable staff to prepare a comprehensive and balanced budget for Council review and adoption, and
- Ensure the City complies with applicable state and local regulations.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Finance
Staff member: Sara Nagel, Finance Manager

EXHIBITS

1. Budget Calendar FY 2027

EXHIBIT A
HEBER CITY FISCAL YEAR 2027 BUDGET CALENDAR

DATE	DESCRIPTION
November	Work begins on capital projects and 5-year budget forecasts for General Fund Update financial policies, if necessary
Tuesday, December 2	Council adopts Budget Calendar for FY 2027
By end of January	Council Strategic Retreat: Council determines strategic direction for FY 2027 and details budget priorities
By end of January	Staff Planning Retreat: Staff implements Council's top budget priorities
By end of January	Budget instructions distributed to Department Directors City Manager conducts budget workshop with staff
January/February	City Manager and Finance Director work on revenue projections Department's work on operating and capital budgets
Thursday, February 19	Personnel requests due by <u>5 PM</u>
Thursday, February 26	County notified of date, time and place of first public hearing at which the budget will be discussed ¹
Monday, March 2	Capital Project Budgets, and Operating Budgets requests due by <u>5 PM</u>
Week of March 9	City Manager and Finance Director conduct budget reviews with Department Directors and completes revenue projections for all funds
March and April	City Manager & Finance Director complete the preparation of the Tentative Budget and computes the Tentative Millage Rate necessary to support the proposed Tentative Budget
Before Tuesday May 5	Tentative Budget and Tentative Millage Rate submitted to City Council ²
April XX and May XX	Mayor & City Council review Tentative Budget with City Manager & Staff One budget workshop to review operating budgets for all funds One budget workshop to review capital requests and misc. items
Tuesday, May 5	Tentative Budget tentatively adopted by City Council and Public Hearing date set for adoption of Final Budget ³
May 6 - May 23	City Manager and Finance Director prepare Final Budget based on Council's direction
Tuesday, May 26	Issue notice to WAVE, Public Notice Website and placed on City web site of Public Hearing (Published 7 days prior to Public Hearing) to consider adoption of Final Budget ⁴
Saturday, May 23	Final Budget distributed to Council, Staff and Public 10 days prior to adoption of final budget ⁵
Tuesday, June 2	Public Hearing on the Final Budget ⁶ Adopt Final Budget by resolution ⁷ Adopt final tax rate by resolution ⁸
Before June 15	Forward final Tax Rate to County Auditor ⁹
Before June 30	Final certified copy of budget filed with State Auditor within 30 days after adoption ¹⁰

EXHIBIT A
HEBER CITY FISCAL YEAR 2027 BUDGET CALENDAR

NOTE: If the City decides to consider an increase the certified tax rate, the City would not adopt the budget in June and the calendar would be modified by following actions:	
On or before June 1	Notify the County Auditor and Tax Commission of the date, time and place of the public hearing ¹¹
Before June 15	Forward proposed Tax Rate to County Auditor ¹²
Tuesday, August 4	Issue public notice of Public Hearing for adoption of FY 2027 Tax Levy ¹³
Tuesday, August 18	Council holds Public Hearing on proposed augmented tax levy ¹⁴ Council adopts Resolution approving augmented tax levy ¹⁵ Council adopt Resolution approving Final Budget ¹⁶
Before August 31	Final certified copy of budget filed with State Auditor within 30 days after adoption ¹⁷

1. 59-2-919(8)(a)(i)(A): A fiscal year taxing entity shall, on or before March 1, notify the county legislative body in which the fiscal year taxing entity is located of the date, time, and place of the first public hearing at which the fiscal year taxing entity's annual budget will be discussed.

2. 10-6-111(1)(a): On or before the first regularly scheduled meeting of the governing body in the last May of the current period, the budget officer shall prepare for the ensuing fiscal period, and file with the governing body, a tentative budget for each fund for which a budget is required.

3. 10-6-111(3)(a): A governing body in any regular public hearing or special public hearing shall review, consider, and tentatively adopt each tentative budget.

4. 10-6-113: At the meeting at which each tentative budget is adopted, the governing body shall establish the time and place of a public hearing to consider its adoption and shall order that notice of the public hearing be published for the city, as a class A notice under Section 63G-30-102, for at least seven days before the day of the hearing.

5. 10-6-112: Each tentative budget adopted by the governing body and all supporting schedules and data shall be a public record in the office of the city auditor or the city recorder, available for public inspection for a period of at least 10 days prior to the adoption of a final budget, as hereinafter provided.

6. 10-6-114: At the time and place advertised, or at any time and place to which the public hearing may be adjourned, the governing body shall hold a public hearing on the budgets tentatively adopted. All interested persons in attendance shall be given an opportunity to be heard, for or against, the estimates of revenue and expenditures or any item thereof in the tentative budget of any fund.

7. 10-6-118(1): Before June 30 of each fiscal period, or, in the case of a property tax increase under Sections 59-2-919 through 59-2-923, before September 1 of the year for which a property tax increase is proposed, the governing body shall by resolution or ordinance adopt a budget for the ensuing fiscal period for each fund for which a budget is required under this chapter.

8. 59-2-912(1): The governing body of each taxing entity shall before June 22 of each year: (a) adopt a proposed tax rate, or, if the tax rate is not more than the certified tax rate, a final tax rate for the taxing entity.

9. 10-6-134: The city recorder shall certify the ordinance or resolution setting the levy to the county auditor, or auditors if the municipality is located in more than one county, before the fifteenth day of June of each year.

10. 10-6-118(2): The budget officer of the governing body shall certify a copy of the final budget and file the copy with the state auditor within 30 days after adoption.

11. 59-9-919(8)(a)(i): (i) A fiscal year taxing entity shall, on or before June 1, notify the commission and the county auditor of the date, time, and place of the public hearing described in Subsection (4)(b).

12. 59-9-920(1): If a taxing entity, after fulfilling the requirements of Section 59-2-919, adopts a resolution to levy a tax rate that exceeds the taxing entity's certified tax rate, the taxing entity shall forward the resolution to the tax commission along with the statement of the amount and purpose of the levy required under Sections 59-2-912 and 59-2-913.

13. 59-2-919(6)(e)(i)(A): The advertisement shall be run once each week for the two weeks before a taxing entity conducts a public hearing.

14. 59-2-919(4)(c): a fiscal year taxing entity may levy a tax rate that exceeds the fiscal year taxing entity's certified tax rate if the fiscal year. taxing entity conducts a public hearing.

15. 10-6-133(1)(a): Before September 1 in the case of a property tax rate increase under Sections 59-2-919 through 59-2-923, the governing body of each city, including charter cities, at a regular meeting or special meeting called for that purpose, shall by ordinance or resolution set the real and personal property tax levy for various municipal purposes.

16. 59-2-919(9)(c): A public hearing on levying a tax rate that exceeds a fiscal year taxing entity's certified tax rate may coincide with a public hearing on the fiscal year taxing entity's proposed annual budget.

17. 59-2-920(1): If a taxing entity adopts a resolution to levy a tax rate that exceeds the taxing entity's certified tax rate, the taxing entity shall forward the resolution to the tax commission along with the statement of the amount and purpose of the levy.



Heber City Council Staff Report

MEETING DATE: 12/2/2025
SUBJECT: Establish 2026 Strategic City Council Retreat Dates
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE:

SUMMARY

Annually, the Council holds a strategic retreat for the purpose of establishing budget and policy priorities for the forthcoming fiscal year. Staff is also looking to Council for key topics they want to discuss at the retreat.

RECOMMENDATION

Staff recommends establishing the dates for Council's annual retreat, traditionally held in January each year. Furthermore, it is recommended that the Council select two days in January, preferably the second or third week, to hold the retreat.

BACKGROUND

DISCUSSION

FISCAL IMPACT

CONCLUSION

ALTERNATIVES

1. Approve as proposed
 2. Approve as amended
-

3. Continue
 4. Deny
-

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the item as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the item as amended, as follows.

Alternative 3 - Continue

I move to **continue** the item to another meeting on [DATE], with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the item with the following findings.

ACCOUNTABILITY

Department: Administrative
Staff member:

EXHIBITS

None