

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

September 1, 2026

**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. 2026 Heber Market on Main (HMOM) Season Summary (Rachel Kahler, CAMS Executive Director) - *30 min*
2. Red Ledges Development Agreement Amendment (Anthony Kohler) - *30 min*
3. Introduction to Wasatch Affordable Living Communities (WALC) (Mike Plow, Tony Kohler, Community Development Director) - *15 min*
4. Legislative priorities for '27 Legislative Session (Matt Brower, City Manager) - *30 min*

II. BREAK - 10 MIN

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

1. Call to Order
2. Pledge of Allegiance (Yvonne Barney, Council Member)
3. Prayer/Thought by Invitation (Aaron Cheatwood, Council Member)

IV. CONFLICT OF INTEREST DISCLOSURE:

V. PUBLIC HEARINGS: (Council May Take Action Following Public Comment and Upon Conclusion of the Public Hearing)

1. Ordinance 2026-18 Updating Fee Schedule for Business Licensing (Mary Reeves, Business License Administrator)

VI. CONSENT AGENDA:

1. August 4, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)

VII. PUBLIC COMMENTS: (2 min per person/30 min max)

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

1. Resolution 2026-16 approving the Tava-Highlands PID 1, 2 & 3. (Anthony L. Kohler)
- 30 min

IX. COMMUNICATION:

X. 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 August 27, 2026, 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>.



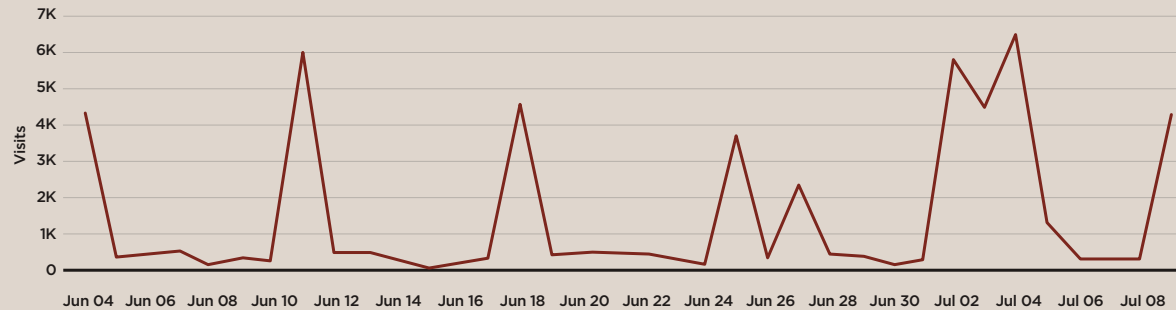
2026 EDITION

SUMMARY REPORT

VISITS TREND

Main Street Plaza,
Heber City

Metric: Visits
Aggregation: Daily



81,000

PEOPLE ENJOYED THE
MAIN STREET PARK

between June 1 - August 21, 2026

JUNE 11

CHAMBER
ICE CREAM SOCIAL

6,000

PEOPLE IN ATTENDANCE

JUNE 18

MARKET ON MAIN

4,800

PEOPLE IN ATTENDANCE

JULY 2 - 5

WHITE AND BLUE FESTIVAL

17,900

PEOPLE IN ATTENDANCE

SPECIAL THANK YOU TO OUR PARTNERS



Seasonal staff



Programming partner



Talent booking partner



Sound system partner



Social media partner



SPECIAL THANK YOU TO OUR PARTNERS



TITLE SPONSOR:

**BANK OF
UTAH**

PROUD SPONSOR OF

**-HEBER-
MARKET
ON MAIN**



WEEKLY SPONSORSHIP
SECURED

\$8,000

(50% shared with CAMS)



SPECIAL THANKS TO OUR GENEROUS SPONSORS:

SCOTT PHILLIPS WITH ODYSSEY WEALTH MANAGEMENT, TOLL BROTHERS, THE HEBER VALLEY CHAMBER OF COMMERCE, OLD WEST ROPING, WASATCH BEHAVIORAL HEALTH, THE WASATCH COUNTY HEALTH DEPARTMENT, INTERMOUNTAIN HEALTH, KPCW, OSTMANN HEATING & AIR, WASATCH COMMONS WITH LIVE AMC, REALTOR MIKE WOOD WITH SUMMIT SOTHEBY’S, REALTOR CHRIS MADDOX WITH SUMMIT SOTHEBY’S, THE PARK CITY BOARD OF REALTORS®, MOUNTAINLANDS COMMUNITY HOUSING TRUST, REGGAN JASTRAM WITH COLDWELL BANKER REALTY, COLEMAN LEGACY COMPANIES, REALTOR JALAYNE BASSETT WITH EQUITY REAL ESTATE–LUXURY GROUP, AND JENNIE THACKER WITH SIMPLE TREASURES BOUTIQUE.

**WE ARE GRATEFUL FOR THEIR SUPPORT
AND INVESTMENT IN OUR COMMUNITY!**



VENDOR FEES
\$26,085

77 VENDORS
WILL SUBMIT SALES TAX



EVENT DATES

- HEBER -
MARKET™
ON MAIN

(THURSDAYS)

JUNE 4 – AUGUST 20
(12 EVENTS)



(SATURDAYS)

MAY 16 – SEPTEMBER 19
(18 EVENTS)



JUNE 7 – AUGUST 23
(12 EVENTS)



JUNE – SEPTEMBER 9
(15 SESSIONS)

COMMUNITY EVENTS



BACK TO THE 50'S
CAR SHOW
JUNE 27



RED, WHITE & BLUE
FESTIVAL
JULY 3–5



WASATCH BACK ART
FESTIVAL
JULY 24–26

MUSTANG CAR SHOW
AUGUST 15

VENDOR LOGISTICS

- APPLICATIONS SHOULD CLOSE JUNE 1 TO ALLOW ADEQUATE TIME FOR VENDOR SELECTION, PLACEMENT, LICENSING, AND COMMUNICATION.
- RESERVE DESIGNATED SPACES FOR WEEKLY/PART-TIME VENDORS, WITH A MINIMUM THREE-WEEK COMMITMENT.
- FARMERS/AGRICULTURAL BOOTHS REMAIN FREE, BUT VENDORS MUST PROVIDE APPROPRIATE USDA CERTIFICATION, WHEN APPLICABLE, AND MAINTAIN AN ACTIVE BUSINESS LICENSE.
- LIMIT THE NUMBER OF VENDORS WITHIN HEAVILY REPRESENTED CATEGORIES TO MAINTAIN VARIETY AND IMPROVE VENDOR SUCCESS.
- JEWELRY, PERMANENT JEWELRY, ETC
- CLOTHING, ETC
- SOURDOUGH
- ALLOW UP TO 10 PROMOTIONAL/ INFORMATION BOOTHS, WITH A MINIMUM 10-WEEK COMMITMENT TO ENCOURAGE CONSISTENT PARTICIPATION.



FOOD TRUCKS

- LIMIT FOOD TRUCKS TO CURBSIDE LOCATIONS ONLY TO IMPROVE ORGANIZATION, PEDESTRIAN FLOW, AND PARK PROTECTION. (REDUCE TO 5 FOOD TRUCKS ON 300 S. 3 FOOD TRUCKS ON 100 WEST. 2-3 FOOD TRUCKS ON FESTIVAL STREET)
- REQUIRE FOOD TRUCKS TO COMMIT TO A MINIMUM OF 10 MARKET WEEKS.
- ESTABLISH THE FOOD TRUCK LINEUP EARLY ENOUGH TO COORDINATE INSPECTIONS, PLACEMENT, POWER NEEDS, AND LICENSING.
- COMMUNICATE WITH THE WASATCH COUNTY HEALTH DEPARTMENT AND WASATCH COUNTY FIRE DISTRICT EARLY AND OFTEN REGARDING FOOD VENDOR REQUIREMENTS, INSPECTIONS, SPACING, AND SAFETY.
- FOLLOW ALL SAFETY STANDARDS, AS OUTLINED BY WASATCH FIRE DISTRICT



SEASONAL STAFFING

- SCHEDULE A MINIMUM OF TWO SEASONAL EMPLOYEES DEDICATED TO GARBAGE COLLECTION AND RESTROOM MAINTENANCE DURING MARKET ON MAIN.
- SCHEDULE 1-2 SEASONAL EMPLOYEES FOR THE INFORMATION BOOTH, WITH ENOUGH STAFFING DEPTH TO ACCOMMODATE VACATIONS, ILLNESS, AND OTHER ABSENCES.
- REQUIRE AT LEAST ONE SEASONAL STAFF MEMBER TO BE ON-SITE FOR EVERY EVENT HELD AT MAIN STREET PARK, NOT JUST MARKET ON MAIN.
- CLEARLY DEFINE SEASONAL STAFF RESPONSIBILITIES, SCHEDULES, SUPERVISION, AND EVENT-DAY EXPECTATIONS BEFORE THE SEASON BEGINS.
- PROVIDE CLOTHING TO STAFF TO MAKE THEM MORE EASILY IDENTIFIABLE AS STAFF.
- PURCHASE 2 NEW UTILITY GOLF CARTS TO PROVIDE RELIABLE TRANSPORTATION FOR ITEMS RELATED TO SET UP AND TAKE DOWN AS WELL AS TRASH COLLECTION AT ALL EVENTS.
- SCHEDULE ONE FULL-TIME EMPLOYEE TO WORK ALONGSIDE THE SEASONAL STAFF.
- PROVIDE A MEAL ALLOWANCE FOR STAFF WORKING EVENTS SO THEY CAN EAT WITHOUT LEAVING THE EVENT.



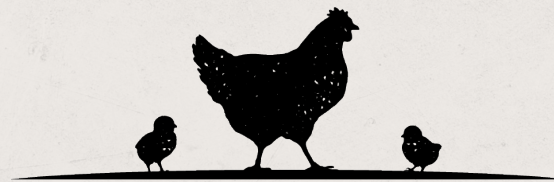
ADA ACCESS & PARKING

- CONSIDER A SHUTTLE SERVICE FOR DISABLED INDIVIDUALS. THE PARKS DEPARTMENT HAS A MULTI SEAT GOLF CART. (WOULD REQUIRE AN ADDITIONAL EMPLOYEE)
- CREATE ADDITIONAL TEMPORARY ADA PARKING SPACES NEAR MAIN STREET PARK DURING LARGE EVENTS.
- EXPLORE USING A PORTION OF FESTIVAL STREET FOR TEMPORARY ADA PARKING, WHILE MAINTAINING APPROPRIATE PEDESTRIAN AND EMERGENCY ACCESS.
- CLEARLY IDENTIFY TEMPORARY ADA SPACES WITH SIGNAGE AND INCLUDE ADA PARKING INFORMATION IN EVENT COMMUNICATIONS WHEN APPROPRIATE.



PARK RULES & ENFORCEMENT

- DETERMINE AND DOCUMENT WHO IS RESPONSIBLE FOR ENFORCING THE “NO DOGS IN THE PARK” RULE DURING MARKET ON MAIN AND OTHER MAIN STREET PARK EVENTS.
- CLARIFY WHETHER ENFORCEMENT FALLS TO EVENT STAFF, HEBER CITY STAFF, LAW ENFORCEMENT, OR ANIMAL CONTROLLER OFFICERS.
- ONCE RESPONSIBILITY IS ESTABLISHED, PROVIDE CONSISTENT SIGNAGE AND COMMUNICATION SO ATTENDEES UNDERSTAND THE POLICY.



MARKETING & EVENT DOCUMENTATION

- BUILD A MORE INTENTIONAL SOCIAL MEDIA MARKETING PLAN FOR THE ENTIRE MARKET SEASON.
- PROMOTE WEEKLY EVENTS THROUGH HEBER CITY/CAMS CHANNELS AS WELL AS APPROPRIATE COMMUNITY SOCIAL MEDIA PAGES AND GROUPS.
- PLAN FOR CONSISTENT EVENT PHOTOGRAPHY THROUGHOUT THE SEASON, INCLUDING:
 - CROWD AND ATTENDANCE PHOTOS
 - MUSICIANS AND ENTERTAINMENT
 - VENDORS AND FOOD TRUCKS
 - SPONSORS
 - FAMILIES AND COMMUNITY INTERACTION
 - OVERALL PARK ATMOSPHERE
 - CAPTURE QUALITY PHOTOS AND VIDEO THAT CAN BE USED FOR FUTURE MARKETING, SPONSOR REPORTS, TAP TAX REPORTING, GRANT APPLICATIONS, AND 2027 VENDOR RECRUITMENT.



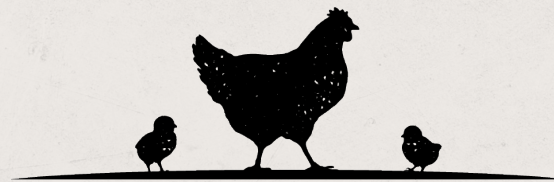
RESTROOMS & EVENT INFRASTRUCTURE

- ADD PORTABLE RESTROOMS NEAR THE BEER GARDEN TO REDUCE PRESSURE ON EXISTING PARK RESTROOMS AND IMPROVE CONVENIENCE FOR ATTENDEES.
- HAVE ALL ELECTRICAL PANELS PROFESSIONALLY INSPECTED ANNUALLY BEFORE THE EVENT SEASON BEGINS.
- ESTABLISH WEEKLY ELECTRICAL CHECKS/SERVICE DURING THE SUMMER EVENT SEASON TO IDENTIFY PROBLEMS BEFORE THEY AFFECT VENDORS, PERFORMERS, OR EVENTS.
- ASSIGN THE MAINTENANCE OF THE ELECTRICAL INFRASTRUCTURE TO THE BUILDING MAINTENANCE DEPARTMENT.



OVERALL 2027 PRIORITY

THE GOAL FOR 2027 SHOULD BE TO BUILD ON THE SUCCESS OF THE 2026 SEASON WHILE CREATING CLEARER EXPECTATIONS, STRONGER VENDOR CONSISTENCY, BETTER STAFFING, IMPROVED ACCESSIBILITY, MORE RELIABLE INFRASTRUCTURE, AND STRONGER COORDINATION BETWEEN CAMS, HEBER CITY, VENDORS, AND REGULATORY AGENCIES.



SOCIAL MEDIA NUMBERS



Followers Growth
45.3%
109

Total Reach
3.4 mil%

Engagement Rate
2.92%

ACCOUNT GROWTH

Followers:
1,698

Profile Visits:
1,800

REACH & IMPRESSION

Total Reach:
5,700

Views:
20,300

AUDIENCE DEMOGRAPHIC



W
77.7%



M
22.3%

Age Range:

18-24	1.7%
25-34	16.6%
35-44	31.6%
45-54	25.7%
55-64	15.8%
65+	8.6%

TOP PERFORMING CONTENT



SOCIAL MEDIA NUMBERS



Followers Growth
158
351.4%

ACCOUNT GROWTH

Followers:
1,562

Profile Visits:
683

REACH & IMPRESSION

Total Reach:
3,600

Views:
19,100



TOP PERFORMING CONTENT

HEBER-MARKET ON MAIN
2026 CONCERT LINEUP
THURSDAY NIGHTS OUR COMMUNITY COMES TOGETHER!

JUN 4	JAGERTOWN
JUN 11	BREAKFAST KLUB
JUN 18	COUSIN CURTISS
JUN 25	COSMIC POSSUM
JUL 2	SAEMORE
JUL 9	BAD FRANCES
JUL 16	THEORETICAL BLONDE
JUL 23	THE LAST LIGHT
JUL 30	THE INTERSTATE KINGS
AUG 6	NIK PARR + SELFLESS LOVERS
AUG 13	SWAGGER
AUG 20	ALICIA STOCKMAN

PROUDLY SPONSORED BY: **BANK OF UTAH**
HEBERMARKET.COM

COUSIN CURTISS
- LIVE MUSIC -
THURSDAY JUNE 18
5 - 9 PM
OPENING SHOW
THE HABITAT
HEBERMARKET.COM

SAEMORE
FREE OUTDOOR CONCERT
THU JULY 2
5 - 9 PM
HEBERMARKET.COM
OPENING SHOW
BRAYDON SPACKMAN

BREAKFAST KLUB
- LIVE MUSIC -
THURSDAY JUNE 11
5 - 9 PM
HEBERMARKET.COM
OPENING SHOW
RYAN WALSH

THE INTERSTATE KINGS
FREE OUTDOOR CONCERT
THU JULY 30
5 - 9 PM
HEBERMARKET.COM
OPENING SHOW
JAKE WITT

THANK YOU





Heber City Council Staff Report

MEETING DATE: 9/1/2026
SUBJECT: Red Ledges Development Agreement Amendment
RESPONSIBLE: Anthony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Red Ledges has been working towards completing its final obligations on its development in regards to the development agreements with the City. The last remaining issue, a trail, connects Heritage Farms Parkway to the public trail in Red Ledges. Red Ledges is committed to finishing this trail, but has been finding design challenges with the limited space between the canal facilities and existing homes. The final bridge design will likely require a lengthy federal review.

As Red Ledges has been working on this trail issue, other issues have come about that Red Ledges would like to discuss with the City. For example, there are some remnant properties along Heritage Farms Parkway, trails in Stone Creek are not connected to the trail along Heritage Farms Parkway, there are new opportunities for open space amenities in Red Ledges, Red Ledges does not need all of the density allocated to the development; the eastern equestrian trail is too steep and an adjoining property may be able to help with that issue, and the City has expressed interest in seeing the public park enlarged and improved. Red Ledges has drafted a potential development agreement that addresses these issues and would like to discuss it with Council.

The policy question for Council includes:

- Does Council support the proposed development agreement modification? What terms need to be modified?

RECOMMENDATION

Staff recommends Council discuss the proposed development agreement and provide feedback to Red Ledges. The item will return at a future Council meeting for Council action.

BACKGROUND

Red Ledges has drafted a development agreement update for presentation to Council. There are 12 key items Red Ledges would like to discuss, summarized as follows.

1. **Reduction of Approved Units.** Reduction to the number of approved development units from 1,370 to 1,317. Seven of those units would be reallocated to the adjoining Kruger property, leaving 1,310 for Red Ledges properties.
2. **Incorporation of Additional Property; Transfer of Portion of Density.** Ability for Red Ledges to reallocate remaining density throughout Red Ledges Properties.
3. **Land Plan Design Changes.** Modifications to the Red Ledges Land Use plan would be approved by Planning Commission.
4. **Future Amenity Buildings.** Future amenity buildings could be constructed to 50' height instead of 35' height as per the PC Zone.
5. **Pump Track.** Red Ledges to construct Pump Track on park area at cost of \$600,000.
6. **Public Trail Connection.** Red Ledges to connect Stone Creek trails to Heritage Farms trail system.
7. **Quit Claim Deed of Property to Heber City.** Red Ledges to deed property west of, and adjoining Heritage Farms Parkway to Heber City.
8. **Quit Claim Deed of Property to Red Ledges.** Heber City to deed portion of Heritage Farms Parkway that contains a retaining wall to Red Ledges.
9. **Open Space.** Request for flexibility to use of dedicated open space for new amenities and trails.
10. **Protection of Public Trails.** Red Ledges to replace trails and ensure equal amount of trails in future.
11. **Annexation of Property.** Request for City to consider annexation of adjoining properties into the City for incorporation into Red Ledges Master Plan. The area would likely include new amenities and a portion of the remaining 1,310 residential units.
12. **Kruger Ranch Property.** Request for 9 of Red Ledges housing units to be placed on the adjoining Kruger Ranch Property.

DISCUSSION

Red Ledges has been working on plans to construct the trail from Heritage Farms Parkway eastward into Red Ledges. This has been challenging, given the location of existing housing, the canal and property lines. Additionally, the eastern equestrian trail is steep and could potentially be resolved by moving the trail permanently onto other adjoining properties. These two trail issues should be addressed in the agreement modification.

FISCAL IMPACT

None at this time.

CONCLUSION

Acceptance of property along Heritage Farms Parkway by the City will have a continuing maintenance cost, estimated at under \$5,000 per year. Acceptance of a Pump Track and additional park area will have a continuing, undetermined maintenance cost. Transfer of the retaining wall properties in the right of way from the City to Red Ledges will help the City avoid bearing the costs to future retaining wall maintenance.

ALTERNATIVES

N/A

POTENTIAL MOTIONS

No motion necessary at this time.

ACCOUNTABILITY

Department: Planning
Staff member: Anthony Kohler

EXHIBITS

1. Amendment to Red Ledges Planned Community Master Plan Agreement Presentation
2. Amendment to Red Ledges Planned Community Master Plan Agreement

RED LEDGES DEVELOPMENT AGREEMENT AMENDMENT

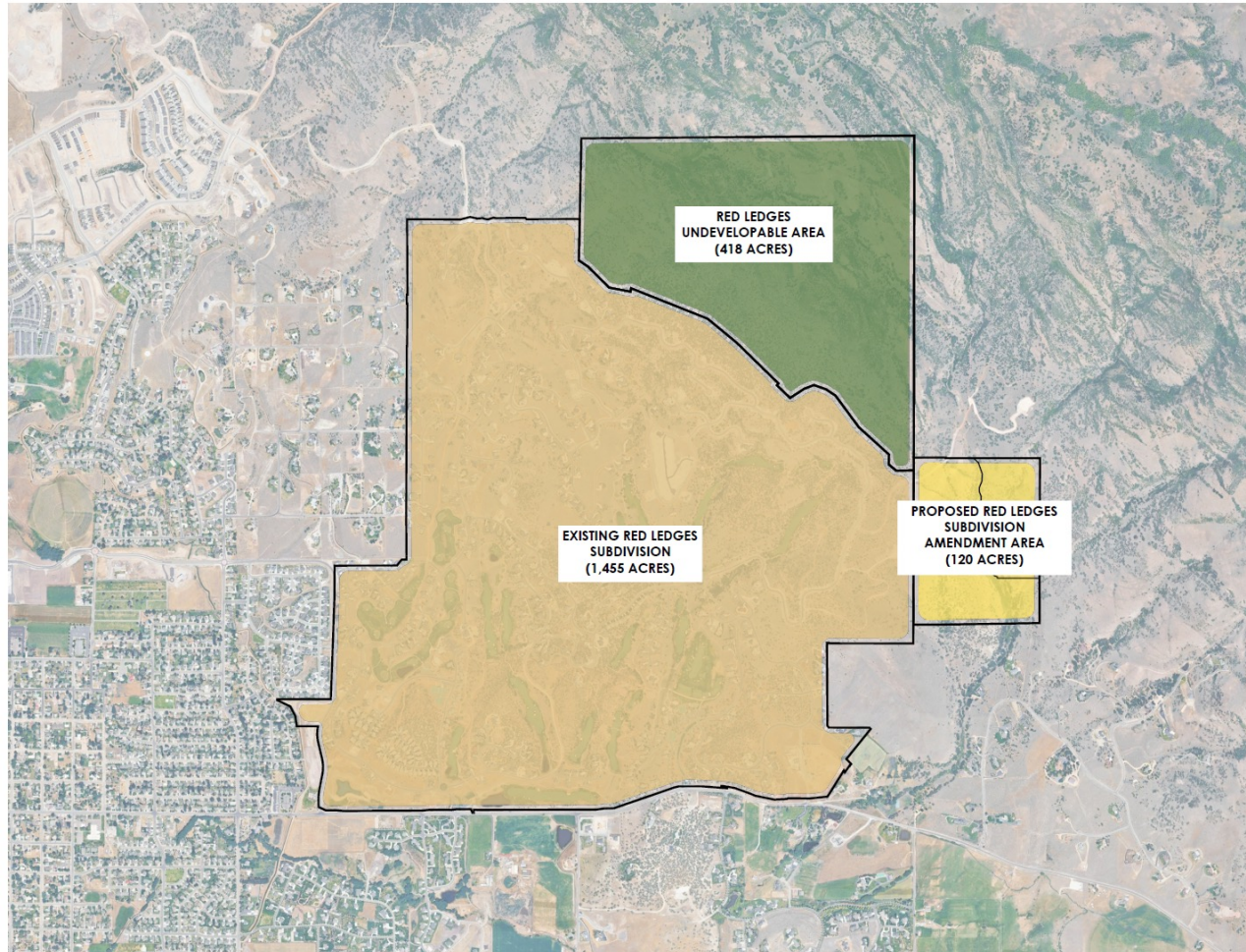


September 2026

DENSITY REDUCTION

- Red Ledges' original approval in 2007 was for 1,370 ERU's not including amenity and administration buildings
- Red Ledges is proposing to reduce that density from 1,370 to 1,317 with 7 of those units being assigned to the remainder of the neighboring Kruger subdivision

ADDITIONAL ACREAGE INTO RED LEDGES MASTER PLAN

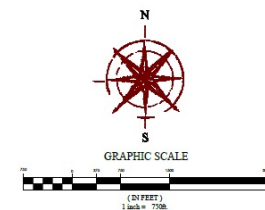


CONCEPT TABULATIONS

TOTAL ACREAGE ±1,993 ACRES

LEGEND

- EXISTING RED LEDGES SUBDIVISION (1,455 ACRES)
- RED LEDGES UNDEVELOPABLE AREA (418 ACRES)
- PROPOSED SUBDIVISION AMENDMENT AREA (120 ACRES)



RED LEDGES EAST Land Use Plan

PRODUCT TYPES

Red Ledges will be able to move the density around on their property at their discretion, as long as they stay within the residential types that have been currently built in Red Ledges – Single Family, Twin Homes, and Townhomes



FUTURE AMENITY BUILDINGS

Red Ledges future amenity buildings can be built up to a maximum of fifty feet tall from natural grade as long as the structure does not impact the ridgeline as seen from Center Street and the structure does not materially obstruct views from Center Street.



PUMP TRACK

Red Ledges will improve the city property adjacent to Jordan Park and create a pump track riding park for public use which the city will continue to own and maintain.



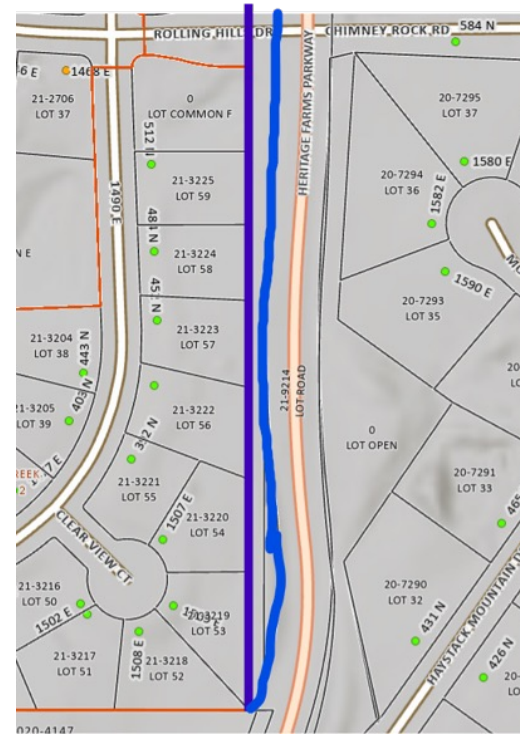
PUBLIC TRAILS

Red Ledges will complete the 3 trail extensions connecting to the Stone Creek Community.

Red Ledges will also continue to work with CUWCD to get a solution on completing the public walking/biking trail loop. If a resolution is not complete in the coming 18 months, Red Ledges will provide a temporary solution to open the trail for use.

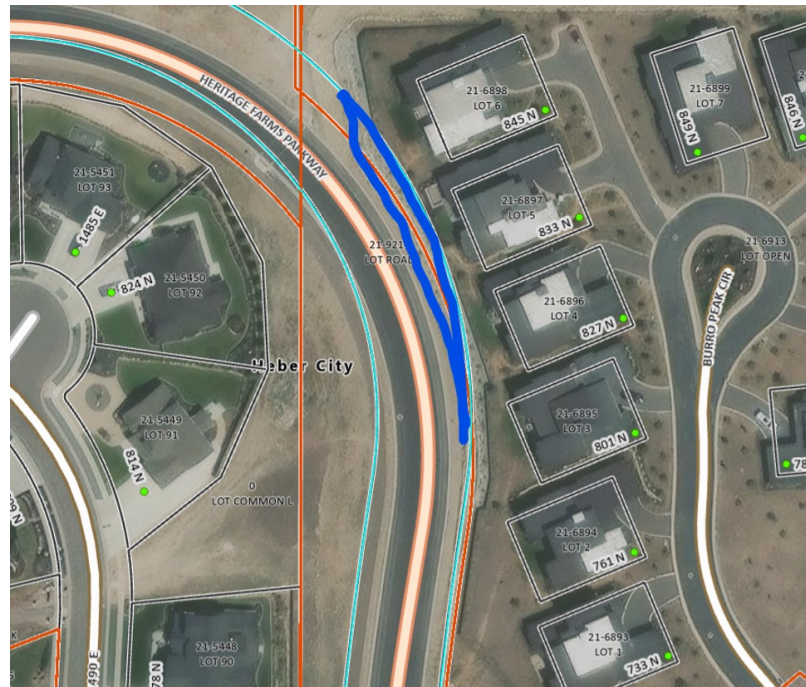


Red Ledges will deed the property between Heritage Parkway and Stone Creek to the city without any future restrictions on use.



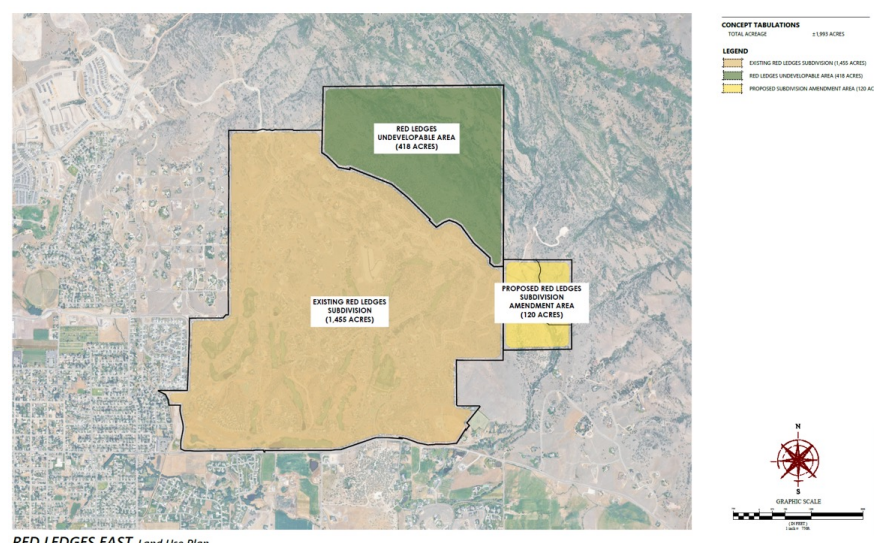
PROPERTY FROM HEBER CITY TO RED LEDGES

Heber City will deed the retaining wall property between Red Ledges and Heritage Parkway (depicted below). Red Ledges accepts liability and maintenance of the retaining wall.



OPEN SPACE

Red Ledges is still contemplating additional amenities for the additional acreage. If Utah Open Lands agrees, Red Ledges can utilize some of the dedicated open space area for landscape amenities and trails as long as they replace the utilized acreage with equal or greater dedicated open space adjacent to the current dedication.



PUBLIC TRAILS PROTECTION

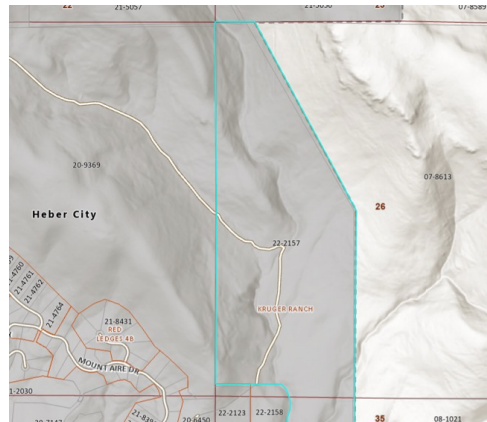
If Red Ledges removes part of the public trail as part of the development of the additional acreage, new public trail must be provided at equal or greater length and still connecting the entire loop trail.

ANNEXATION OF FUTURE PROPERTY

Heber City agrees to annex future property into the Red Ledges master plan as long as the density does not increase beyond the current amount allowed of 1,310. This annexation will be restricted to certain properties mainly focused between the newly acquired area and Center Street

KRUGER RANCH PROPERTY

As part of the reduction of density agreement, the city will allow the Kruger Ranch Property to be subdivided and the Southern area annexed into the Red Ledges Master Plan. The Northern portion will remain outside of Red Ledges but will have access through Red Ledges and will be allowed to use 7 units of Red Ledges ERU's in addition to the currently allowed 2 units for a total of 9 homes on this property in the future.



QUESTIONS?



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Holland & Hart LLP
222 S. Main Street, Suite 2200
Salt Lake City, Utah 84101
Attn: Carl W. Barton

(space above for recorder's use only)

**AMENDMENT TO RED LEDGES PLANNED
COMMUNITY MASTER PLAN AGREEMENT**

This AMENDMENT TO RED LEDGES PLANNED COMMUNITY MASTER PLAN AGREEMENT (this "Amendment") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date"), by and between RED LEDGES LAND DEVELOPMENT, INC., a Florida corporation ("Red Ledges"), and HEBER CITY CORPORATION, a Utah municipal corporation ("Heber City," or the "City"). Red Ledges and the City may each be referred to herein as a "Party," and collectively, the "Parties."

RECITALS

A. Red Ledges is the successor-in-interest to Red Ledges, LLC, the original owner of certain real property located in Heber City, Wasatch County, Utah, as more particularly described on Exhibit A attached hereto (the "Property"), that is the subject of that certain Red Ledges Planned Community Master Plan Agreement dated April 24, 2007, and recorded on June 15, 2007, as Entry No. 321886, Book 0943, Pages 0119-0127, in the official records of Wasatch County, Utah (the "Master Plan Agreement"). The Property is intended to be developed as a signature recreational community with various amenities, including a golf course, tennis center, spa, fitness center, equestrian center, and such other amenities as deemed appropriate by Red Ledges (the "Development").

B. The Property is also subject to that certain Interlocal Agreement Regarding the "Red Ledges" Property, dated November 21, 2007, by and among Red Ledges, Heber City, Wasatch County, Utah, and Twin Creeks Special Service District, as amended by that certain First Amendment to Interlocal Agreement Regarding the "Red Ledges" Property, dated October 2008, that certain Second Amendment to Interlocal Agreement Regarding the "Red Ledges" Property, dated January 14, 2013, that certain Third Amendment to Interlocal Agreement Regarding the "Red Ledges" Property, dated February 2013, that certain Fourth Amendment to Interlocal Agreement Regarding the "Red Ledges" Property, dated March 10, 2016, that certain Fifth Amendment – Memorandum of Understanding Regarding a Timeline of Required Trigger Events for Completion of Red Ledges' Portion of the Eastern Bypass and Connection Road and the Associated Public Park and Trail, dated August 29, 2019, and that certain Sixth Amendment – Memorandum of Understanding Regarding a Timeline of Required Trigger Events for Completion

of Red Ledges' Portion of the Eastern Bypass and Connection Road and the Associated Public Park and Trail, dated August 12, 2020 (as amended, the "Interlocal Agreement"). Section 10 of the Interlocal Agreement established the density of the Development at one thousand three hundred seventy (1,370) equivalent residential units ("ERUs") for the land then owned by Red Ledges.

C. Red Ledges desires to expand the Development to include certain real property that Red Ledges owns or may hereafter acquire, as more particularly described on Exhibit B attached hereto (the "Additional Property") and to reallocate a portion of the ERU density provided for the Development among the Property and the Additional Property.

D. The City acknowledges and agrees that the density approved under the Interlocal Agreement may be reallocated to different parcels within the Property and any Additional Property, subject to the terms and conditions of this Amendment.

E. Red Ledges and the City desire to amend the Master Plan Agreement to, among other things, address the reallocation of density to the Additional Property, future land plan design approvals, and the satisfaction of Red Ledges' remaining obligations under the Master Plan Agreement and the Interlocal Agreement, all on the terms and conditions expressly set forth herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the meaning given such terms in the Master Plan Agreement. Unless the context otherwise indicates, all references herein to the Master Plan Agreement shall include this Amendment. Further, the definitions set forth in the Recitals above shall constitute and form a part of this Amendment for all purposes.

2. Reduction of Approved Units. Effective as of the Effective Date, the total number of approved ERUs for the Development shall be one thousand three hundred Seventeen (1,317) ERUs. The approved unit count set forth in this Section excludes non-residential buildings, including amenity buildings and offices, which shall not be counted against the 1,317-ERU limit. Seven (7) of the ERU's will be restricted for use on the Kruger Ranch property as addressed in section 13. Total ERU's on the Red Ledges Property and Additional Property will be 1,310 with an additional 7 ERU's being added to the Kruger Ranch property.

3. Incorporation of Additional Property; Transfer of Portion of Density. The Additional Property is hereby incorporated into the Development and shall be treated the same as the Property under the Interlocal Agreement. Red Ledges shall have the right, in its sole discretion, to move and reallocate density anywhere on the Property and the Additional Property, from time to time, subject to and restricted to the residential density uses currently permitted within the Development (i.e., townhomes, twin homes, single-family detached dwellings, and similar residential uses); provided, however, that in no event shall the incorporation of the Additional Property or the reallocation of density entitle Red Ledges to increase the total approved unit count beyond one thousand three hundred ten (1,310) ERUs without the express written consent of the City. Additional Property will be subject to the same design guidelines as the legacy Red Ledges product types. Examples provided in exhibit H.

4. Land Plan Design Changes. The City acknowledges and agrees to follow city code for changes to land plan design in the future. The City specifically acknowledges the ability of Red Ledges to design homes west of Heritage Parkway in their PC Zone. Red Ledges will work with the city to provide trail connectivity through that area from 1300 East along the Wasatch Canal to connect with Jordan Park.

5. Future Amenity Buildings. Future amenity buildings within the Development shall be permitted to be constructed to a maximum height of fifty feet (50') from natural grade, provided that such buildings do not obstruct or materially impair views of the ridgeline or Center Street as reasonably viewed from public rights-of-way, as detailed in the City Ridgeline Ordinance. In determining parking requirements for future amenity buildings, the City shall give reasonable consideration to the availability of alternative parking and shuttle services within the Development.

6. Pump Track. Red Ledges shall, at its sole cost and expense and in accordance with applicable City standards, design and build a closed-loop cycling course with hills and banked turns designed for bicycles on City property adjacent to Jordan Park, as generally depicted on Exhibit C attached hereto and incorporated herein by reference (the "Pump Track"). Red Ledges estimates that the cost of the Pump Track will be approximately Six Hundred Thousand Dollars (\$600,000). The final location, size, and design of the Pump Track shall be subject to the reasonable approval of the City. Upon completion, the Pump Track shall be owned and maintained by the City. Notwithstanding the foregoing, the City shall have the right to use the City Jordan Park property for any park use the City deems appropriate. The City shall maintain appropriate insurance covering the Pump Track and shall indemnify, defend, and hold harmless Red Ledges and its affiliates, and their respective members, managers, officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from the ownership, use, or maintenance of the Pump Track. Red Ledges will fulfill this obligation at the time they develop the Red Ledges property adjacent to the City Jordan Park.

7. Public Trail Connection. Red Ledges shall connect the existing public trails (currently three (3) trails) from Stone Creek to the Heritage Farms park trail so as to create one continuous public trail, as generally depicted on Exhibit D attached hereto, and in accordance with the public trail standards established under the Second Amendment to the Interlocal Agreement. The 3 trail connections will be completed at the time that Red Ledges develops the property adjacent to the City Jordan Park and the longer trail section that requires CUWCD approval will be completed in the 18 months following this agreement. If a temporary trail route is required to fulfill the 18 month timeline, Red Ledges will find a temporary trail solution that will be available for use until the long term solution is achieved.

8. Quit Claim Deed of Property to Heber City. Red Ledges shall convey to Heber City, by Quit Claim Deed and free and clear of monetary liens and encumbrances, the real property located between the Heritage Farms Parkway trail and Stone Creek, as more particularly described on Exhibit E attached hereto (the "Parkway Parcel"), for the future potential expansion of Heritage Farms Parkway. Red Ledges estimates that the ongoing maintenance cost for the Parkway Parcel will be under Five Thousand Dollars (\$5,000) per year.

9. Quit Claim Deed of Property to Red Ledges. Heber City shall convey to Red Ledges by Quit Claim Deed and free and clear of monetary liens and encumbrances, the real property located between the Heritage Farms Parkway trail and Red Ledges, as more particularly described on Exhibit I attached hereto (the “Right of Way Swap” Parcel), for the future maintenance and liability of the retaining wall currently constructed. Red Ledges will pay the cost of surveying the property and processing the parcel subdivision.

10. Open Space. Red Ledges shall maintain the open space ratio originally committed under Section 8 of the Interlocal Agreement (approximately four hundred (400) acres in the northeast quadrant of the Property). Notwithstanding the foregoing, Red Ledges shall be permitted, in its sole discretion as to location, to construct irrigated amenities and trails on property currently committed as open space, provided that (i) Red Ledges obtains the prior written consent of Utah Open Lands Conservation Association, Inc., dba Utah Open Lands, to such use, and (ii) any open space consumed by such amenities is replaced by an equal or greater amount of acreage that is (a) contiguous to the then-currently dedicated open space, and (b) subject to the same conservation easement terms set forth in Exhibit B to the Interlocal Agreement. The City shall support Red Ledges’ request for consent from Utah Open Lands Conservation Association, Inc., provided that such use is consistent with the conservation purposes of the existing conservation easement and does not materially deviate from its terms. Red Ledges shall determine, in its sole discretion, the location of such replacement open space acreage, subject to the requirements of this Section.

11. Protection of Public Trails. Any land plan redesign that impedes any existing public trail must be replaced by an equal or greater number of linear feet of connected public trails so as to provide one contiguous public trail. Red Ledges shall have the right, in its sole discretion, to determine the location of any such replacement public trails within the Property or the Additional Property.

12. Annexation of Property Into Red Ledges Masterplan. Upon written request by Red Ledges, Heber City shall support the annexation County property into the City that is owned by or being developed by Red Ledges, at the standard cost of processing an annexation in the City, provided that (i) such annexation does not result in an increase in the density of the Development beyond the agreed-upon unit count of one thousand three hundred ten (1,310) ERUs, and (ii) the property to be annexed is located within a one (1) mile radius of the original Red Ledges Master Plan development area (restricted to parcel numbers 21-0341, 21-0342, 20-8418, 22-2157, 21-5057 if and only if Red Ledges is able to enter an agreement with the current owners of said properties). The City shall process any such annexation request in good faith and in a timely manner, subject to compliance with applicable provisions of the Utah Municipal Code governing annexation.

13. Kruger Ranch Property. In consideration of the ERUs that Red Ledges is removing from the approved density under the Interlocal Agreement, the City agrees that seven (7) ERUs may be reallocated to the property owned by RHK Holdings LLC, a Wyoming limited liability company (“RHK Holdings”), which property is adjacent to the Development and generally depicted on Exhibit F attached hereto (the “RHK Property”), subject to RHK Holdings’ compliance with all applicable zoning, subdivision, and development requirements of the City.

Red Ledges has entered into that certain Real Estate Purchase Agreement dated June 16, 2026, by and between Red Ledges and RHK Holdings (the “RHK Agreement”), which provides that the RHK Property is limited to a maximum of nine (9) ERUs. The relevant portion of the RHK Agreement is attached hereto as Exhibit G. This property is currently allowed 2 ERU’s with an additional 7 from Red Ledges for 9 total. Additionally, Heber City will allow this parcel to be subdivided in order for Red Ledges to annex the southern ~38 acres into it’s Master Plan.

14. Satisfaction of Obligations. Upon completion of the Pump Track, the Public Trail Connection (as depicted on Exhibit D attached hereto), and the conveyance of the Parkway Parcel to Heber City, Red Ledges’ obligations to the City under the Master Plan Agreement, the Interlocal Agreement, and this Amendment shall be deemed fully satisfied.

15. Conflicts. Except as modified by this Amendment, all terms, provisions, and conditions of the Master Plan Agreement shall remain unmodified and in full force and effect as if fully set forth herein. In the event of any conflict between the terms of this Amendment and the Master Plan Agreement, the terms of this Amendment shall prevail.

16. Ratification. The Parties hereby confirm, restate, approve, and ratify the Master Plan Agreement as amended by this Amendment.

17. Binding Effect; Covenant Running with the Land. This Amendment is binding upon and inures to the benefit of the Parties and their respective successors and assigns. This Amendment shall be a covenant running with the land and shall be recorded in the official records of Wasatch County, Utah.

18. Titles and Captions. All section or paragraph titles or captions in this Amendment are for convenience only, shall not be deemed part of this Amendment, and in no way define, limit, extend, or describe the scope or intent of any provision hereof.

19. Severability. If any term or provision of this Amendment, or the application of any term or provision of this Amendment to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Amendment, or the application of this Amendment to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

20. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Utah.

21. Entire Agreement. Unless otherwise noted herein, this Amendment, together with the Master Plan Agreement and the Interlocal Agreement, constitutes the final and exclusive understanding and agreement of the Parties with respect to the subject matter hereof. All waivers of the provisions of this Amendment shall be in writing and signed by the appropriate authorities of the City and Red Ledges.

22. Counterparts. This Amendment may be executed in counterparts, including faxed or e-mailed counterparts, each of which is deemed an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives on the date first written above.

RED LEDGES:

RED LEDGES LAND DEVELOPMENT, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) : ss
COUNTY OF _____)

On this ____ day of _____, 2026, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence), and who by me duly sworn/affirmed, did affirm that he/she is the _____ of Red Ledges Land Development, Inc. (the "Company") that the preceding document was signed by him/her on behalf of said Company by written authority properly executed by said Company.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

HEBER CITY:

HEBER CITY CORPORATION,
a Utah municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF UTAH

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as _____ of HEBER CITY CORPORATION, a Utah municipal corporation, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Legal Description of Additional Property

LEGAL DESCRIPTION

PREPARED FOR

RED LEDGES EAST

HEBER CITY, WASATCH COUNTY, UTAH

07/28/26

26-0141

(EC)

AS-SURVEYED LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 26 and the Northwest Quarter of Section 35, Township 3 South, Range 5 East, Salt Lake Base and Meridian, located in Heber City, Wasatch County, Utah, being more particularly described as follows:

Beginning at a point being located on the Northeast corner of that certain Warranty Deed recorded as Entry # 558671, Book 1513, Page 215-218, in the Wasatch County Recorder's Office, said point also being located N89°01'24"E 558.56 feet along the Quarter Section line and N00°58'36"W 2915.80 feet from the East Quarter Corner of Section 34, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence East 1,479.77 feet; thence S00°12'22"W 193.72 feet to the easterly subdivision line of the Kruger Ranch Subdivision recorded as Entry # 559916, Book 1516, Page 1671, of official records; thence along said subdivision line the following two (2) courses: (1) S00°10'19"W 2,402.88 feet; (2) thence S89°05'38"W 1,479.91 feet to the easterly deed line of the aforementioned Warranty deed; thence along said deed line N00°10'19"E 2,620.00 feet to the point of beginning.

Containing 88.60 acres +/-

EXHIBIT D

EXHIBIT C

Depiction of Pump Track Location



EXHIBIT D

EXHIBIT D

Depiction of Public Trail Connections



These are highlighted areas of trail connection but not a depiction of the future trail's actual location. Red Ledges will work closely with the CUWCD to determine the exact location to cross the canal.

EXHIBIT D

EXHIBIT E

Depiction of Parkway Parcel

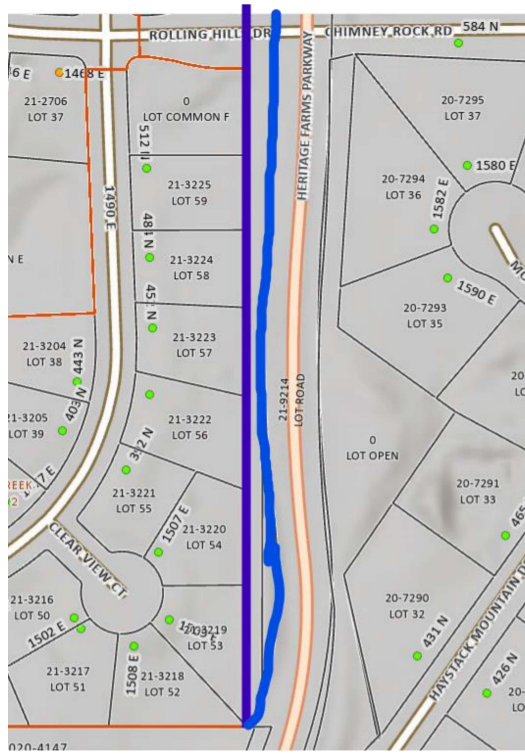


EXHIBIT F

EXHIBIT F

Depiction of RHK Property (Kruger Ranch)

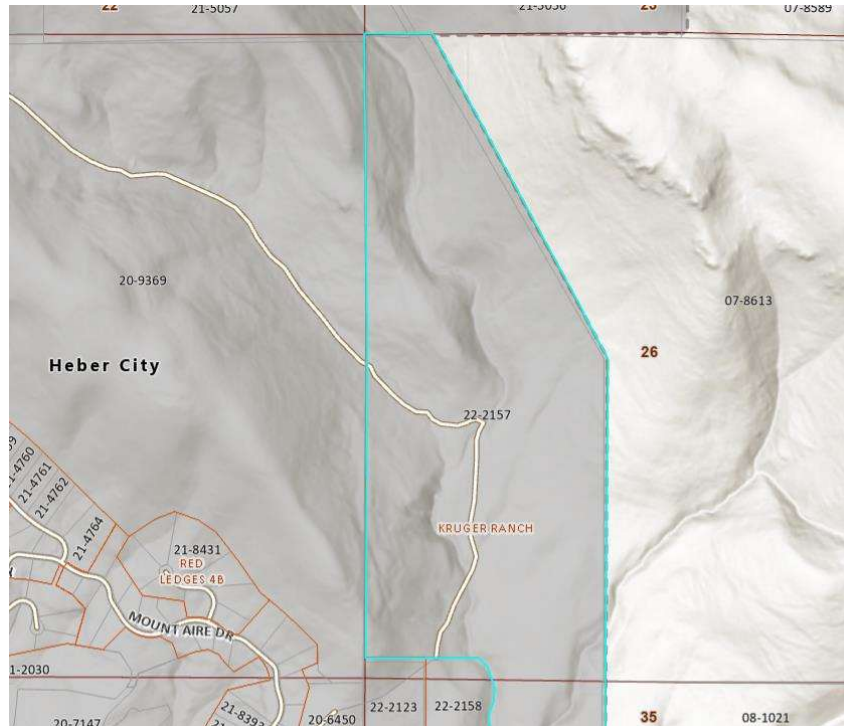


EXHIBIT F

EXHIBIT G

Excerpt from RHK Holdings Agreement

e. Seller's Subdivision Right; Buyer's Cooperation. As additional non-cash consideration forming part of the Purchase Price, Buyer acknowledges and agrees that Seller shall have the right to subdivide Seller's retained property as generally depicted on the attached Exhibit D ("***Seller's Retained Property***") into up to eight (8) additional building lots, which, together with the existing approved lot on Seller's Retained Property, shall consist of nine (9) total building lots (collectively, the "***Seller Lots***"). For the avoidance of doubt, Lot 793 shall be conveyed to Seller pursuant to this Agreement and shall be in addition to, and not counted as part of, the Seller Lots. All eight (8) additional building lots may be located on one parcel or split between two or more of Seller's Retained Property, as determined by Seller. Buyer shall reasonably cooperate with Seller, at Seller's sole cost and expense, in connection with Seller's efforts to subdivide and entitle Seller's Retained Property for the additional building lots, including without limitation by executing such applications, consents, or other documents as may be reasonably required; provided that Buyer shall not be required to incur any out-of-pocket costs or expenses in connection therewith. Buyer shall not obstruct, delay, or otherwise impede Seller's efforts to obtain governmental entitlements and approvals for the additional building lots on Seller's Retained Property. Notwithstanding the foregoing, in the event Seller's request for nine (9) units of residential density on Seller's Retained Property is rejected by Heber City, Buyer shall reasonably cooperate with Seller and Heber City to propose the reallocation of nine (9) of Buyer's original one thousand three hundred seventy (1,370) Equivalent Residential Units ("***ERUs***") from Buyer's property within the Red Ledges development onto Seller's Retained Property for the creation of the Seller Lots, and if required by Heber City, to include such reallocation in the Development Agreement Amendment. [REDACTED]

EXHIBIT H

Product design examples

Single Family Detached



Twin Homes



EXHIBIT

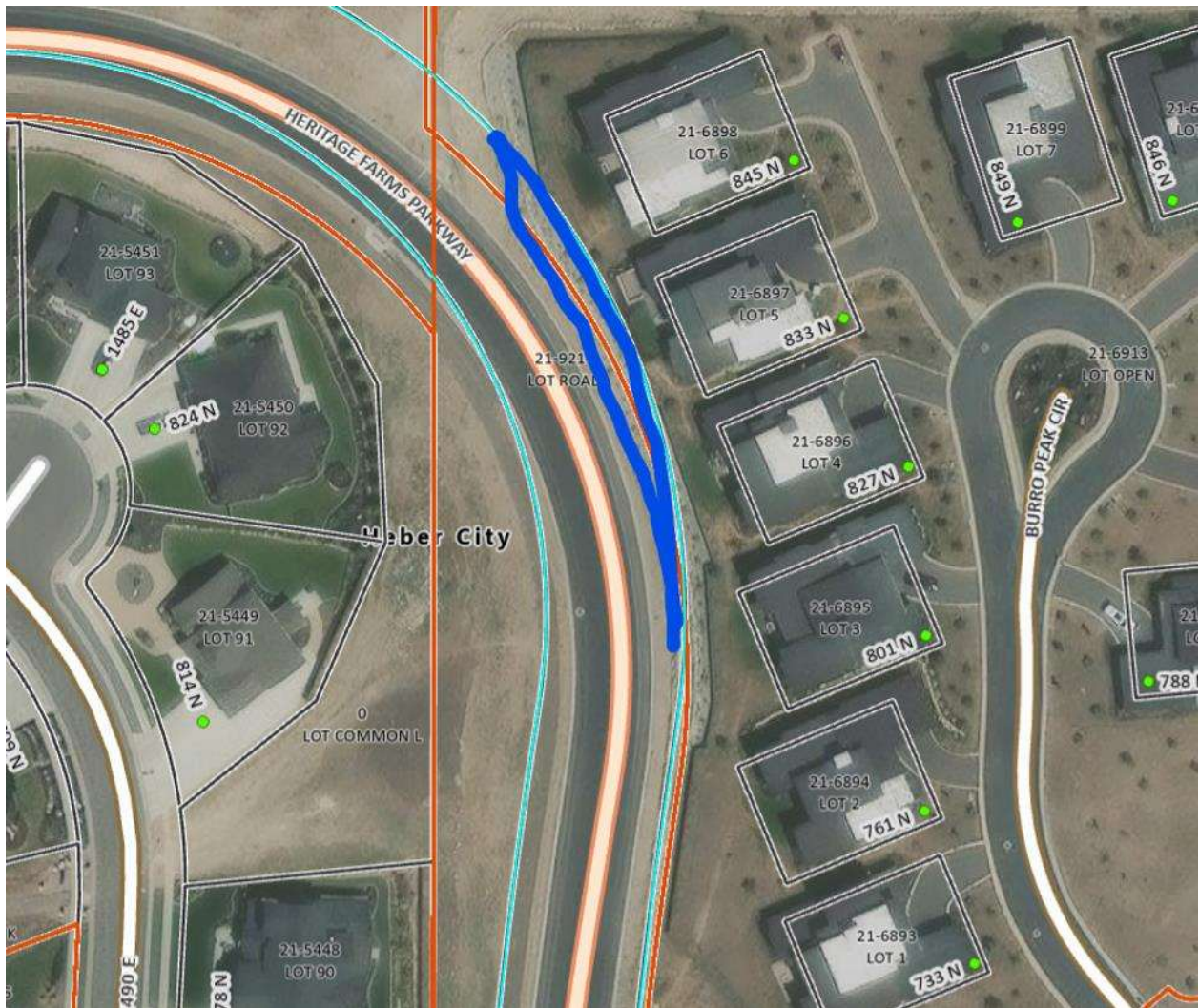
Townhomes



EXHIBIT

EXHIBIT I

Depiction of Right of Way "Swap" location



EXHIBIT



Heber City Council Staff Report

MEETING DATE: 9/1/2026
SUBJECT: Introduction to Wasatch Affordable Living Communities (WALC)
RESPONSIBLE: Mike Plow, Tony Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE:

SUMMARY

RECOMMENDATION

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: Planning
Staff member:

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 9/1/2026
SUBJECT: Legislative priorities for '27 Legislative Session
RESPONSIBLE: Matt Brower
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Necessary Administrative Action

SUMMARY

The Utah State Legislature will convene on January 19, 2027, to commence their 2027 legislative session. Legislative interim work is well underway, including topics on affordable housing, data centers, municipal property tax, land use, and many other issues. This agenda item is to continue a discussion that commenced on August 18, 2026, with the City's state lobbyist, David Stewart. The desired outcome of this item is to identify the council's legislative proprieties for the 2027 legislative session.

RECOMMENDATION

Continue dialogue to identify the council's 2027 legislative priorities.

BACKGROUND

During the City Council's August 18th work meeting, David Stewart provided a comprehensive overview of the key issues and topics the state legislature will address in the 2027 legislative session. He also discussed the focus of current legislative interim work. A detailed summary of these upcoming topics is outlined below, and you can watch his full remarks via the August 18th Work Meeting Video Link.

<https://hebercityut.portal.civicclerk.com/event/535/media>

Starts at 00:01:14

Utah State Legislature Key Dates & Deadlines:

Session Start: January 19, 2027

Base Budget Passage Deadline: January 28, 2027 (by noon on the 10th day)

House/Senate Bill Request/Introduction Deadlines: January 29, 2027

Crossover Deadline: March 2, 2027

Adjournment (Sine Die): March 5, 2027

Expected Key Issues:

Data Centers and AI: Lawmakers delayed new rules on large data centers and artificial intelligence for interim discussions. The 2027 session will feature bills to manage their heavy water and power use, noise, and environmental impacts.

Housing and Homelessness: Utah continues to face a housing shortage. Lawmakers expect to review new ways to build more homes and fund ongoing support for state homelessness campuses.

Taxes and State Budget: Leaders plan to discuss further income tax rate cuts alongside property tax relief. State agencies will also propose efficiency cuts to balance the budget.

Energy and Water: Protecting the Great Salt Lake and securing reliable, long-term power and water supplies remain top legislative priorities.

DISCUSSION

Earlier this year during airport budget discussions, the council agreed to aggressively seek a state funding earmark for the Heber Valley Airport runway relocation project—this is currently the council's top and only legislative priority. Other priorities the council should consider include:

-Meta's \$12.2B settlement: Utah is guaranteed to receive at least \$212 million as part of a massive multistate court settlement with Meta over allegations that Facebook and Instagram harmed children through addictive design practices. The city must actively monitor the state's allocation of settlement proceeds to ensure Heber City receives its fair, proportional share of the approved funding.

-2034 Olympic Infrastructure Funding: Heber City has several capital projects that could benefit from state and federal funding stemming from the 2034 Olympics. Projects include: 1) construction funding for the Heber Valley Corridor to advance project timeline; 2) airport runway relocation project; and 3) a railway spur into Soldier Hollow to improve traffic conditions and economic opportunities for Heber's historic downtown during the Olympics.

FISCAL IMPACT

N/A

CONCLUSION

The intent of the work meeting legislative discussion is to bring into focus council's legislative priorities for the '27 legislative session. No formal action will be taken on this agenda item.

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: Matt Brower, City Manager

EXHIBITS

None



Heber City Council Staff Report

MEETING DATE: 9/1/2026
SUBJECT: Ordinance 2026-18 Updating Fee Schedule For Business Licensing
RESPONSIBLE: Mary Reeves
DEPARTMENT: Administrative
STRATEGIC RELEVANCE: Administrative Action Necessary

SUMMARY

Approval of amendment to the Heber City Consolidated Fee Schedule as outlined in Exhibit A. The purpose of this agenda item is to present a proposed amendment to the Heber City Consolidated Fee Schedule adding a fee amount for existing Heber City short-term rental permits. This revision includes, and specifically addresses, a new fee associated with updating property management information for an existing short-term rental business license.

RECOMMENDATION

Staff recommends Council adopt Ordinance 2026-18 Updating the Fee Schedule for Business Licensing as presented, adding a fee amount for updating property manager information to existing short-term rental licenses as shown in Exhibit A.

BACKGROUND

The number of short-term rentals within the City continues to increase, creating a need for a more efficient procedure regarding STR business licensing. A recent partnership between Casago and Avari Management has brought attention to limitations in the current process, specifically, the City's practice of prohibiting license updates when property management changes. The current City code does not explicitly address STR license property management updates. However, the established practice has been to disallow updates entirely because our STR licenses used to be held by property managers. We now require the license to be held by the owner, but we did not update our procedure for property management changes. As a result, a property management update to an existing license requires the property owner to submit a new online application, pay full fees, and undergo new inspections, including the Health Department and Fire District, even when the only change is with property management. This creates an unnecessary administrative burden for staff, community partners, and increased fees for property owners.

DISCUSSION

The partnership between Casago and Avari illustrates the need for a more practical and streamlined process. Updating property management information can be handled more efficiently by allowing an amendment to active STR licenses. City staff reviewed the fee schedule and created a specific fee

amount that would warrant an addition. The recommended update aims to:

- Create a new \$20 “Property Management Update/Administrative Fee for Existing Licenses” to cover the staff time required to process changes.
- Allow active STR business licenses to be amended when the only change is the property management company or manager.
- Continuing to require a new application, applicable fees, and the full approval/inspection process when ownership of the property changes and if the new owner(s) wish to operate the property as a short-term rental, maintaining the existing code.

The proposed addition to the fee amount is set forth in Exhibit A, which contains a detailed revision to the affected section of the Consolidated Fee Schedule.

FISCAL IMPACT

The proposed adjustment may result in modest increases in fee revenue which will offset the administrative costs. However, revenue generation is not the purpose of this revision. The intent of the change is to promote consistency and fairness. Because the fee offsets staff time required to process changes, the overall fiscal impact is expected to be neutral.

CONCLUSION

Staff encourages the adoption of Ordinance 2026-18 to update the consolidated fee schedule to ensure that the fee fulfills its purpose, as discussed above, and that fee is charged uniformly and correctly.

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: Mary Reeves, Business License Administrator

EXHIBITS

1. Exhibit A- Consolidated Fee Schedule-Redline 2026-18
2. Ordinance 2026-18-Business License Transfer Fee Consolidated Fee Schedule

BUSINESS LICENSE FEES

SERVICE	FEE
Processing Fee	\$50.00
Home Occupation Processing Fee	\$30.75 w/out impact (Must have approval letter from City)
Commercial License Processing Fee	\$51.50
Duplicate/ Replacement License	\$10.25
Automotive Service and Repair	\$128.50
Assisted Living/ Care Centers	\$66.75/ \$4.25 per unit
Banks	\$257.00
Big Box	\$2,056.00
Convenience Store	
With Gas – Open 24 hours	\$822.50
With Gas – Not open 24 hours	\$514.00
Department Store	\$514.00
Entertainment	\$113.00
Heber Market on Main	
Seasonal Vendor (12-Weeks)	
Food Trucks	\$400.00
Seasonal Food Vendor Fee with electricity - Premium	\$400.00
Seasonal Food Vendor Fee without electricity - Regular	\$350.00
Season Craft/ General Vendor Fee with Electricity – Premium	\$400.00
Season Craft/ General Vendor Fee without Electricity – Regular	\$350.00
Farmers Market Vendor (Traditional Unprepared Farm Fresh Food)	\$0.00
Seasonal Education Vendor Fee Not for Profit	\$250.00
Seasonal Education Vendor Fee for Profit	\$350.00
No-Show Penalty/ Cancellation Fee	\$100.00
Beer Garden	\$600.00
Clean-Up Fee per Day	\$100.00
Weekly Vendors	

EXHIBIT A

Weekly Food Trucks	\$55.00
Weekly Food Vendor with Electricity – Premium	\$55.00
Weekly Food Vendor without Electricity – Regular	\$40.00
Weekly Craft/ General Vendor with Electricity – Premium	\$55.00
Weekly Craft/ General Vendor without Electricity – Regular	\$40.00
Farmers Market Vendor (Traditional Unprepared Farm Fresh Food)	\$0.00
Weekly Education Vendor Fee Not for Profit	\$35.00
Weekly Education Vendor Fee for Profit	\$55.00
Clean-Up Fee per Day	\$100.00
Film Events	
Large	\$257.00
Small	\$154.25
Student	\$0.00
Fireworks	\$303.25
Food Truck/Motorized Street Vendor (Separate from HMOM)	\$123.25
General Services – (Business & Professional, Personal, Construction & Contracted Services)	\$66.75
Home Occupation	\$51.50

Home Occupation No Impact (Must have approval letter from City) - Shall be entirely conducted in the home - Shall not involve retail sales - Does not require signage - Does not involve customers or employees visiting the home - There will be no evidence from the exterior of the home that a business is being conducted - No specialty vehicles associated with the business such as dump trucks, tractors, skid steers, tractor trailers,	\$0.00
---	--------

EXHIBIT A

boom trucks, tank trucks, backhoes, pump trucks, or other similar vehicles will be parked or stored at the home	
Large Grocery	
With Gas	\$2,056.00
Without Gas	\$1,028.00
Hotel/Motel	\$66.75 + \$9.25 per room
Extended Stay Motel	\$66.75 + \$53.50 per room
Manufacturing	\$66.75
Mobile Home Park	\$66.75 + \$59.50 per unit
Motorized Street Vendors	\$123.25
Nightly Rentals	
Original Application	\$66.75 plus \$13.25 per room
Property Management Update- Admin Fee	\$20.00
Non-Depository Credit intermediation/ Pawn Brokers	\$231.25
Non-Profit Special Events	\$25.75
Restaurants	\$349.50
Seasonal	\$97.75
Sexually Oriented Business	\$925.25
Social Club	\$308.50
Special Events	
Large	\$334.00
Small	\$36.00
Specialty Foods	\$102.75
Sales/ Rental/ Wholesale	\$113.00
Solicitor	\$154.25
Solicitor Replacement Badge	\$15.50
Storage Units	\$66.75
Tobacco Store	\$1,028.00
Temporary	\$46.25 + \$10.25 per day
Transportation	\$66.75
Special Event (Per Vendor)	\$25.75
Class A Restaurant Alcohol License	\$267.25
Class B Package Alcohol License	\$102.75
Class C Tavern Alcohol License	\$267.25
Class D Bowling Alley Alcohol License	\$267.25
Temporary/ Single Event Alcohol License	\$51.50
1st Late Fee Assessed February 1	25% of business license fee Business license process is required in addition to paying for a new license

EXHIBIT A

2nd Late Fee Assessed March 1	50% of business license fee. Business license process is required in addition to paying for a new license.
Administrative Citation may be issued on April 5	Applicable charge as defined on Code Enforcement citation

Note: If a business license fits within 2 or more fee categories, the total business license fee will be the sum of each fee category.

ORDINANCE NO. 2026-18

AN ORDINANCE AMENDING EXHIBIT “A” (CONSOLIDATED FEE SCHEDULE) ASSOCIATED WITH TITLE 3.15 OF THE HEBER CITY MUNICIPAL CODE, REVENUE AND FINANCE

WHEREAS, the Heber City Council finds it necessary and appropriate to periodically review and update the Consolidated Fee Schedule to ensure that City fees are fair, current, and reflective of the actual cost of providing services, and to maintain fiscal sustainability and service quality;

WHEREAS, a public hearing was duly noticed and held on September 1, 2026, in accordance with Utah State law, to receive public comment on the proposed amendments to the Consolidated Fee Schedule;

BE IT ORDAINED by the City Council of Heber City, Utah, that the Consolidated Fee Schedule in Exhibit A associated with Title 3.15 of the Heber City Municipal Code is amended and adopted as, and pursuant to the attached Exhibit A.

This Ordinance shall take effect immediately when accepted by Heber City Council.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this _____ day of _____ 2026.

	AYE	NAY
Council Member Yvon Barney	_____	_____
Council Member Aaron Cheatwood	_____	_____
Council Member Michael Johnston	_____	_____
Council Member Sid Ostergaard	_____	_____
Council Member Morgan Murdock	_____	_____

APPROVED:

Mayor Heidi Franco

ATTEST:

RECORDER

Date: _____

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting
August 4, 2026**

DRAFT Minutes

**5:00 p.m. Work Meeting
6:00 p.m. Regular Meeting**

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

Council Member Aaron Cheatwood, acting as Mayor Pro-Tem, called the meeting to order at 5:06 p.m. and welcomed everyone present.

City Council Present: Mayor Heidi Franco - arrived 5:48 p.m.
Council Member Yvonne Barney
Council Member Aaron Cheatwood - remotely
Council Member Mike Johnston - arrived 5:37 p.m.
Council Member Morgan Murdock
Council Member Sid Ostergaard - arrived 5:15 p.m.

Staff Present: City Manager Matt Brower
Assistant City Manager Mark Smedley
Community Development Director Tony Kohler
City Engineer Russ Funk
City Attorney Jeremy Cook
Deputy City Recorder Andrew Conley
Chief of Police Parker Sever
Code Enforcement Officer Travis Price
IT Director Anthon Beales

Staff Participating Remotely: Finance Director Sara Nagel, Engineering Technician Desiree Muheim, Accounting Technician Wendy Anderson, Assistant City Manager J. Mark Smedley, IT Director Anthon Beales, Administrative Assistant to the City Manager Laine Meyers, City Engineer Russ Funk, Engineer Kyle Turnbow, Public Works Director Matthew Kennard, and Finance Director Sara Jane Nagel.

Also Present: Richard Cook, Dade Rose, Bryan Williamson, Cannon Taylor, Jason Glidden, Julie Franklin, Rhett Welch, Jokka Marsh, and others who did not sign in or whose handwriting was illegible.

Also Attending Remotely: (names are shown as signed-in online) Craig Hancock (UDOT), Dan Cable EDA Land Planning, A, Andrea Clayton, B, Catherine, Grace Doerfler, Jen, Michael Miller, Naomi Kisen (UDOT), Phil Jordan, Shorty5, and Wyatt Woolley.

1. Villa 2 and Regal Homes amendment to Sawmill Phase 4B Development Agreement (Tony Kohler, Community Development Director) - 25 min

Community Development Director Tony Kohler introduced the petitioners and recalled they had previously been before Council. The two petitioners had purchased the same piece of land from the previous property owner and were trying to negotiate a development agreement to fairly resolve the issue. Council was being asked to provide feedback to the petitioners based on the proposed development agreement. Project representatives reviewed the proposed development design as included in the meeting materials and described the compromises negotiated on either side. They hoped to include six additional single-family homes in the development plan. Council discussed private versus public parks and expressed general support for the proposed developer's collaboration for the project.

2. Celebration Workforce Housing (Tony Kohler, Community Development Director) - 25 min

Community Development Director Tony Kohler reviewed the City's efforts to collaborate with Russ Watts on the Celebration Workforce Housing affordable housing development project. Staff and Mr. Watts were seeking Council's feedback for the proposed development agreement and impact fee deferment. City Manager Matt Brower further explained the terms of the impact fee deferment and Mr. Kohler shared a chart displaying additional fee financing and waivers to assist with financing the project. City Attorney Jeremy Cook explained the State Code regarding impact fee waivers. Council discussed the need for workforce housing in the community, the benefits of the proposed project, as well as the Council's previously established priority for affordable housing.

II. BREAK - 10 MIN

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

1. Call to Order

Mayor Franco called the meeting to order at 6:26 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Aaron Cheatwood, Council Member)

Mayor Franco led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Morgan Murdock, Council Member)

Council Member Murdock shared a prayer.

IV. AWARDS, RECOGNITION, and PROCLAMATIONS:

1. Mayoral Proclamation for the Commitment to Volunteerism

Mayor Franco explained that the Mayoral Proclamation for the Commitment to Volunteerism was the first step for Heber City to be designated as a "Just Serve" city. She described her previous efforts to recognize volunteerism in the community and the benefits the Proclamation would bring. She described the act of a citizen that she intended to nominate for one of the first awards for pulling over 1000 invasive thistle plants located on City property.

V. CONFLICT OF INTEREST DISCLOSURE:

Council Member Morgan Murdock expressed a potential future conflict of interest due to his participation in the local production of the play "Whimsey". He said he would be compensated for his time and wanted to disclose that part of the funding for the play was through the TAP tax grant from Heber City. He had updated his conflict of interest form that was posted online.

VI. CONSENT AGENDA:

1. July 21, 2026, City Council Meeting Minutes (Trina Cooke, City Recorder)

Motion: Council Member Ostergaard moved to approve the Consent Agenda with the one item listed.

Second: Council Member Barney made the Second

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

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

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

Mayor Franco opened the Public Comment period at 6:35 p.m.

Julie Franklin lived on 100 West 600 South. Current construction had blocked the sidewalk and made it unsafe. She said the Department of Federal Highways had determined that any construction site with a public right of way had to provide a solid surface with no obstructions, with ADA (Americans with Disabilities Act) accessibility. She said there was no accessible walkway and was concerned for the many people in wheelchairs and the school children that traveled that route. She proposed installing no-parking signs along the road to reserve the shoulder for those in wheelchairs and schoolchildren.

City Engineer Russ Funk agreed to have his staff look at the situation and report back to Council. He did not believe that any of the "Safe Routes" to the surrounding schools included 100 West on the route.

With no one further coming forward to comment, Mayor Franco closed the public comment at 6:43 p.m.

VIII. GENERAL BUSINESS ITEMS:

1. Heber Valley Corridor EIS (Environmental Impact Statement) Project Update (UDOT) - 30 min

Utah Department of Transportation (UDOT) EIS (Environmental Impact Statement) representative Craig Hancock described the progress of the Heber Valley Corridor bypass project, including the completion of the public comment review and preparation of responses to the comments. They had requested additional funding from the Transportation Commission to help them provide additional field surveys for wetlands and cultural resources, and update the traffic analysis and engineering designs for the potential revisions. With the additional information being sought for the study, and comment responses still underway, the EIS study results were projected to be released in the spring of 2027. Mayor Franco expressed appreciation to the UDOT team for considering the redirection of the Legacy Trail so that it could maintain more of a straight direction across the Midway interchange, for considering the 1300 South shift to be further south as she felt it was important to the commercial and residential properties in the area, and she felt it was critical to be able to move traffic freely on Southfield Road to the north and south as it was a major collector for the residents and appreciated consideration of the re-engineering there to allow Southfield Road to have a northbound on ramp.

2. General Engineering Project Updates (Russ Funk, City Engineer) - 20 min

City Engineer Russ Funk shared an aerial image of, and described, the Deer Creek High School intersection road and signal improvements as included in the meeting materials. He reminded Council the intersection was not located on a City road but was under UDOT's jurisdiction and explained all changes must be approved by UDOT. Mr. Funk then presented the Mill Road school crossing updates. Both school's intersection crossing improvements were expected to be complete before school returned to session. He provided context for the proposed debris detention basin project in Coyote Canyon, as well as ongoing improvements to streets and the proposed Mill Road roundabout, parks and dog parks, trails, pressurized irrigation, and safe sidewalk projects, as listed in the Staff Report. A pedestrian and traffic stop light was intended to be installed at the railroad crossing at the train depot. Council discussed additional Muirfield Park design improvements for the boardwalk, seating, and bridges as well as seating overseeing the pond; proposed dog park amenities and improvements; and improved pedestrian crossing safety surrounding Main Street Park to accommodate the increase in planned events.

3. Cemetery Master Plan Update (Matthew Kennard, Public Works Director) - 30 min

Public Works Director Matthew Kennard explained that the Cemetery Master Plan adopted in 2020 no longer reflected the improvements and updated plan for the Cemetery. Dan Cable of EDA Land Planning had prepared an updated Master Plan to incorporate the completed and intended additions including the realignment of Heritage Farms Parkway to accommodate the adjoining property owners, the new Cemetery Admin Building with columbariums, the potential Temple Har Shalom area, proposed changes to the maintenance yard including an area intended for the construction of the Atlas Tower cellular facility east of the maintenance shop as outlined in the attached Staff Report and PowerPoint presentation. Mr. Kennard asked for Council feedback to modify the proposed update prior to presenting for Council approval. Council discussion followed regarding design preference, a proposed cremation garden, weed abatement, ongoing maintenance, and funding for the Cemetery.

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

1. Ordinance 2026-14 Amending Section 10.16.010 in the Heber City Code: Unlawful to Disobey Parking Regulations (J. Mark Smedley, Asst. City Manager) - 30 min

Assistant City Manager and City Prosecutor Mark Smedley presented the ordinance and explained the proposed changes for disobeying parking regulations from a Class C misdemeanor to a minor infraction and increasing the fine amount from \$25.00 to \$50.00 as outlined in the attached Staff Report and proposed ordinance. He explained the administrative workload that would be prevented by reducing the infraction from a Class C Misdemeanor to a minor infraction by eliminating an appearance in court. The fee was proposed to increase with delay of payment. He detailed the committee that had been compiled of staff from multiple departments to review the existing code and was proposing the updated ordinance to amend the City Code to meet best practices.

Code Enforcement Officer Travis Price explained that he had found himself giving warnings and tickets to the same individuals on a regular basis. He added that they had improved curb painting and markings around Main Street Park had reduced the amount of tickets issued during the Heber Market on Main. He further explained the penalty escalation for repeat offenders of the proposed parking policy.

Mayor Franco asked that the information be included in the next Heber City Newsletter to educate the community. She asked Mr. Smedley about the location for the proposed new code language and felt it should be first, listed as A of the section, with the remaining code pushed through G. Mr. Smedley indicated that it could be done.

Mayor Franco opened to public comment at 8:31 p.m. With no one coming forward to comment, the public comment period was closed.

Motion: Council Member Ostergaard moved to approve Ordinance 2026-14 as presented with the code location update suggested by the Mayor.

Second: Council Member Barney made the Second.

Voting Yes: Council Member Barney, Council Member Cheatwood, Council Member Johnston, Council Member Ostergaard, Council Member Murdock.

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

2. Approve Engineering Service Agreement for Ardurra as the Airport Engineer of Record (Adam Bunker, Airport Manager) - *20 min*

City Manager Matt Brower explained the request from the Federal Aviation Administration (FAA) for the City to issue a Request for Proposal (RFP) to engage an airport engineering service of record prior to commencing any work on the capital programs in the new master plan and airport layout plan, as reflected in the staff report. The FAA had advised that City compliance with the request would result in 95% funding by the FAA. He reviewed the three bids received by the City and the staff committee compiled to review and select the best bid. Ardurra had scored the highest in the established rubric and the committee recommended that Council approve Ardurra as the Airport Engineer of Record. Mr. Brower further detailed the service agreement proposed, outlining the services to be performed by Ardurra throughout the process. He was asking Council to approve the agreement in order for the Airport runway relocation project to commence.

Motion: Council Member Johnston moved to approve the airport engineering service agreement with Ardurra as the airport engineer of record.

Second: Council Member Ostergaard made the Second.

Discussion: Council Member Cheatwood wished to ensure there was no one from the public that wished to comment. No one from the public came forward to comment. Council Member Barney asked for clarification of the funding from the FAA at 95%. Mr. Brower explained recent legislation allowed the FAA to cover 95% of the cost, UDOT would cover 2.5%, and Heber City would be responsible for the remaining 2.5% of the relocation design cost.

Voting Yes: Council Member Barney, Council Member Cheatwood, Council Member Johnston, Council Member Ostergaard, Council Member Murdock.

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

X. COMMUNICATION:

Chief of Police Parker Sever explained that the Flock Cameras were license plate readers utilized by the police department to assist with tracking down criminals. He assured the Council that the Heber City Police Department used the program appropriately. He listed several scenarios in which the department had used the program to solve crimes, recover missing persons, and help people in need.

Chief Sever compared the Flock camera capabilities to the tracking capabilities of cell phones and cars. He advised that abuse of the program would likely result in termination of the abuser. He noted that the information was owned by Heber City and other agencies were only able to access the license plate reader information with permission from the Heber City Police Department. Council discussed concerns with the Flock cameras and with other government agencies accessing or abusing the program.

City Manager Matt Brower shared an update on a Life-Flight response to a choking victim near the intersection of Mill Road and Valley Hills Boulevard. The emergency response team had been able to reestablish a pulse but not breathing. The patient had been declared dead at the hospital.

The Utah League of Cities and Towns Fall Conference would be held in October in Salt Lake City. Mr. Brower asked Council Members interested in attending to contact Laine Meyers to assist with hotel reservations if needed. Council Members should register themselves for the conference.

Mr. Brower informed Council that technical issues experienced during electronic broadcasts of meetings should soon be resolved with a new laptop dedicated to City Council and Planning Commission meetings.

Mr. Brower asked that all Council Members wishing to participate in the trip to Folsom City, and Old Town Sacramento, California, to tour their successful historic downtown, let Tony Kohler know as soon as possible in order to finalize travel arrangements.

Phil Jordan had requested a staff level task force to work with Terracon on the schematic design for phase B of the Main Street Park redesign. He had identified nine stakeholders to assist with working through issues identified. The goal was to offer confidence to Council for the decisions made, knowing there had been a diverse group of people studying it. Community Development Director Tony Kohler clarified that Terracon supported the collaboration, but requested it begin at the next phase.

Mr. Brower reminded everyone about the Truth-in-Taxation Public Hearing, the following night, August 5th, 2026, at 7:00 p.m.

The City had received a \$75,000.00 grant for the interior remodel of the Wave building from the local Heber Valley Tourism and Economic Development.

Council Member Murdock shared that the Chief Tabby monument would be unveiled on Saturday, August 29th, 2026, at 10:00 a.m. at the Columbarium roundabout in the cemetery. Marvin Rust had invited the Council to attend. Council Member Murdock asked that the information be distributed via social media.

Council Member Murdock expressed a safety concern of his with the black curtain placed behind the backdrop of the Main Street Stage. There were no weights at the bottom and the wind had blown the curtain like a sail at a recent event. Mr. Brower informed Council that there was a second black pane on order.

Mayor Franco asked about agenda item three on the following night's agenda that indicated the Council would announce the time and place for the vote of the property tax increase. Clarification was made that the following night's meeting was for the purpose of holding the Public Hearing only and there would be no vote at that time.

XI. CLOSED MEETING:

Motion: Council Member Barney moved to enter a Closed Meeting for the purpose of addressing pending litigation.

Second: Council Member Cheatwood made the second.

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

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

1. For the Purpose of Discussing Pending or Reasonably Imminent Litigation
(Jeremy Cook, City Attorney)

Motion: Council Member Barney motioned to end the Closed Meeting.

Second: Council Member Ostergaard made the Second.

Voting Yes: Council Member Barney, Council Member Cheatwood, Council Member Johnston, Council Member Ostergaard, Council Member Murdock.

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

XII. ADJOURNMENT:

Motion: Council Member Barney moved to adjourn the Heber City Council Meeting.

Second: Council Member Ostergaard made the second.

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

Voting No: None.

The **Motion Passed Unanimously, 5-0.**

Trina Cooke, City Recorder



Heber City Council Staff Report

MEETING DATE: 9/1/2026
SUBJECT: Resolution 2026-16 approving the Tava-Highlands PID 1, 2 & 3.
RESPONSIBLE: Anthony L. Kohler
DEPARTMENT: Planning
STRATEGIC RELEVANCE: Community Development

SUMMARY

Highlands developers, including DR Horton Forestar, have petitioned Heber City for the creation of 3 Public Infrastructure Districts (PID) encompassing 75.29 acres plus potential annexation areas into the PID. A PID is a tool authorized by the State of Utah created to assist in the payment of development infrastructure.

On July 7, 2026, the City Council held the required public hearing for the proposed PID. On August 18, 2026, the City Council provided feedback on the proposed Enhanced Improvements in the PID. The next step for the City in this process is to consider adopting Resolution 2026-16.

The policy question for Council includes:

- Should the City approve Resolution 2026-16?

RECOMMENDATION

Staff recommends approval of Resolution 2026-16.

BACKGROUND

At the last Council meeting, the petitioner summarized their proposed Enhanced Improvements, as required by the City's PID Policy. The petitioner has included these in the Governing Doc in Exhibit E. As a summary, the proposed enhancements include:

- College Way Improvements
- Highland Park Improvements
- Dog Park Improvements

DISCUSSION

The City has the power to dictate what the PID can be used for, and if done correctly a PID can bring value to the City, the Residents, and the Developer. Council should ensure a comfort level with negotiations on the proposed Enhanced Improvements.

FISCAL IMPACT

None. Expenses attributed to the PID are borne by residents owning property within the specific geographic area of the PID, not the City and not other residents of the City.

CONCLUSION

The proposed PID meets the requirements of the City's PID Policy.

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: Anthony L. Kohler

EXHIBITS

1. Creation Resolution, Tava-Highlands PID Nos. 1–3, 2026-08-04
2. Governing Document, Tava-Highlands (FINAL with enhanced improvements), 2026-08-25
3. Tava Presentation

Heber City, Utah

August 18, 2026

The City Council (the “Council”) of Heber City, Utah (the “City”), met in regular session (including by electronic means) on August 18, 2026, at its regular meeting place in Heber City, Utah at 6:00 P.M., with the following members of the Council being present:

Heidi Franco	Mayor
Aaron Cheatwood	Councilmember
Sid Ostergaard	Councilmember
Mike Johnston	Councilmember
Morgan Murdock	Councilmember
Yvonne M. Barney	Councilmember

Also present:

Trina Cooke	City Recorder
Matt Brower	City Manager
Jeremy Cook _____	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 18, 2026, meeting, a copy of which is attached hereto as **Exhibit A**.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION 2026-__

A RESOLUTION OF THE CITY COUNCIL (THE “COUNCIL”) OF HEBER CITY, UTAH (THE “CITY”), PROVIDING FOR THE CREATION OF TAVA-HIGHLANDS PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 – 3 (COLLECTIVELY THE “DISTRICTS”) AS INDEPENDENT DISTRICTS; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT; APPROVING AN ANNEXATION AREA; APPOINTING BOARDS OF TRUSTEES OF THE DISTRICTS; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “**Petition**”) was filed with the City requesting the approval, by resolution, of the creation of Public Infrastructure Districts pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “**PID Act**”) and relevant portions of the Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the “**Act**”) within the City and approve an annexation area (“**Annexation Area**”) which any of the Districts may annex into or withdraw therefrom without further approval or hearings of the City or the Council, as further described in the Governing Document (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure Districts by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in each District (the “**Property Owners**”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been filed with the City, and it is in the best interests of the Property Owners, that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the City, prior to consideration of this Resolution, held public hearings after 6:00 P.M. to receive input from the public regarding the creation of the Districts and the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201(2)(b) of the Act; and

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the Districts’ boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City properly published notice of the public hearing in compliance with Section 17B-1-211(1) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the Districts before the public hearing on the Petition; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the Districts under Section 17D-4-202(3)(c) of the PID Act because they are agents of land owners within the District’s boundaries (as further set forth in the Petition); and

WHEREAS, it is necessary to authorize the creation of the Districts under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the Districts shall be in accordance with the Act and the terms of a governing document (the “**Governing Document**”) attached hereto as Exhibit B approved by resolution of the Council pursuant to Section 17D-4-202(1)(a) of the PID Act; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah for the District a Notice of Impending Boundary Action for each District attached hereto as Exhibit C (the “**Boundary Notice**”) and Final Local Entity Plat attached to each as Boundary Notice Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (the “**Plat**”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the Districts, are hereby ratified, approved and confirmed.

2. The Districts are hereby created as separate entities from the City in accordance with the Governing Document and the Act. The boundaries of each of the Districts shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into any of the Districts without any further action of the Council or the City and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from any District without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the Districts to provide services relating to the financing and construction of public infrastructure within and without the Annexation Area upon annexation thereof into the Districts without further request of the District to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the Districts is appropriate to the general welfare, order and security of the City, and the organization of the Districts pursuant to the PID Act is hereby approved.

6. The Governing Document in the form presented to this meeting and attached hereto as Exhibit B is hereby authorized and approved and the Districts shall be governed by the terms thereof and applicable law.

7. The Trustees of each Board of the Districts shall be initially composed of the same members. The initial Board of the Districts is hereby appointed as follows:

- (a) Trustee 1 – Max Martin, for an initial 6-year term;
- (b) Trustee 2 – Kelly Beres, for an initial 4-year term;
- (c) Trustee 3 – Owen Lindsay, for an initial 6-year term;
- (d) Trustee 4 – Brandon Jack, for an initial 4-year term;
- (e) Trustee 5 – Curtis Leavitt, for an initial 6-year term;
- (f) Such terms shall commence on the date of issuance of a Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah.

8. The Council does hereby authorize the Mayor or a Councilmember to execute the Boundary Notices in substantially the form attached as Exhibit C, the Plats, and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to recordation of a Certificate of Incorporation for each of the Districts, the Council does hereby authorize the Mayor, a Councilmember, the City Attorney, or the City Manager to make any corrections, deletions, or additions to the Governing Document, and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

10. Within thirty (30) days after the day on which the Office of the Lieutenant Governor of the State of Utah issues a certificate of incorporation for a District under Section 67-1a-6.5, Utah Code Annotated 1953, as amended, the Board of Trustees of such District (the “**District Board**”) shall, pursuant to Section 17D-4-303(3) of the PID Act and Section X.A of the Governing Document, record a notice with the Wasatch County Recorder, which notice shall (a) contain a description of the boundaries of such District; (b) state that a copy of the Governing Document is on file at the office of the City; (c) state that such District may finance and repay infrastructure and other improvements through the levy of a property tax; and (d) state the maximum rate that such District may levy. The District Board shall provide a copy of each recorded notice to the City. The Council acknowledges that, pursuant to Section 17D-4-303(3)(c) of the PID Act, the effective date of each District for purposes of assessing property tax is the day on which the notice for such District is recorded, and that, pursuant to Section 17D-4-303(4) of the PID Act, no District may levy a tax or levy or collect a fee until the notice for such District is recorded.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders, and resolutions, or parts thereof, in conflict with this Resolution are hereby rescinded.

13. This Resolution shall take effect immediately upon adoption. However, if the Plat is not finalized for submission to the Office of the Lieutenant Governor within thirty (30) days after the adoption of this Resolution, the effective date of this Resolution shall instead be deemed to be the date the Plat is finalized, as certified in writing by the Mayor, any member of the City Council, or the City Attorney.

PASSED AND ADOPTED by the City Council of Heber City, Utah, this ____ day of _____, 2026.

HEBER CITY, UTAH

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

I, Trina Cooke, the undersigned duly qualified and acting City Recorder of Heber City, Utah (the “City”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the “Council”), had and taken at a lawful meeting of the Council on August 18, 2026, commencing at the hour of 6:00 P.M., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this August 18, 2026.

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Trina Cooke, the undersigned City Recorder of Heber City, Utah (the “City”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on August 18, 2026, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2026 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City’s official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature August 18, 2026.

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B
GOVERNING DOCUMENT

EXHIBIT C

NOTICE OF IMPENDING BOUNDARY ACTION

NOTICE OF IMPENDING BOUNDARY ACTION

(Tava-Highlands Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the “**Council**”), acting in its capacity as the creating entity for Tava-Highlands Public Infrastructure District No. 1 (the “**District**”), at a regular meeting of the Council, duly convened pursuant to notice, on August 18, 2026, adopted a *Resolution Providing for the Creation of Public Infrastructure District*, a true and correct copy of which is attached as **APPENDIX “A”** hereto and incorporated by this reference herein (the “**Creation Resolution**”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-73-507, approved as a Final Local Entity Plat by the Surveyor of Wasatch County, Utah, is attached as **APPENDIX “B”** hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this August 18, 2026.

**CITY COUNCIL OF HEBER CITY, UTAH,
acting in its capacity as the creating authority for
TAVA-HIGHLANDS PUBLIC
INFRASTRUCTURE DISTRICT NO. 1**

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2026.

NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Tava-Highlands Public Infrastructure District No. 2)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the “**Council**”), acting in its capacity as the creating entity for Tava-Highlands Public Infrastructure District No. 2 (the “**District**”), at a regular meeting of the Council, duly convened pursuant to notice, on August 18, 2026 adopted a *Resolution Providing for the Creation of Public Infrastructure District*, a true and correct copy of which is attached as **APPENDIX “A”** hereto and incorporated by this reference herein (the “**Creation Resolution**”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-73-507, approved as a Final Local Entity Plat by the Surveyor of Wasatch County, Utah, is attached as **APPENDIX “B”** hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this August 18, 2026.

CITY COUNCIL OF HEBER CITY, UTAH,
acting in its capacity as the creating authority for
TAVA-HIGHLANDS PUBLIC
INFRASTRUCTURE DISTRICT NO. 2

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2026.

NOTARY PUBLIC

NOTICE OF IMPENDING BOUNDARY ACTION

(Tava-Highlands Public Infrastructure District No. 3)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Heber City, Utah (the “**Council**”), acting in its capacity as the creating entity for Tava-Highlands Public Infrastructure District No. 3 (the “**District**”), at a regular meeting of the Council, duly convened pursuant to notice, on August 18, 2026 adopted a *Resolution Providing for the Creation of Public Infrastructure District*, a true and correct copy of which is attached as **APPENDIX “A”** hereto and incorporated by this reference herein (the “**Creation Resolution**”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-73-507, approved as a Final Local Entity Plat by the Surveyor of Wasatch County, Utah, is attached as **APPENDIX “B”** hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this August 18, 2026.

CITY COUNCIL OF HEBER CITY, UTAH,
acting in its capacity as the creating authority for
TAVA-HIGHLANDS PUBLIC
INFRASTRUCTURE DISTRICT NO. 3

By: _____
AUTHORIZED REPRESENTATIVE

VERIFICATION

STATE OF UTAH)
 :ss.
COUNTY OF WASATCH)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2026.

NOTARY PUBLIC

**GOVERNING DOCUMENT
FOR
TAVA-HIGHLANDS PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-3
HEBER CITY, UTAH**

Prepared by



Dated, September 1, 2026

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<u>EXHIBIT E</u>	Enhanced Improvements

I. INTRODUCTION

A. Purpose and Intent. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by state or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material manner from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

B. Need for the Districts. There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts' Governing Document. The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Although the Districts have authority to directly provide public improvements, the Districts also have the authority to pledge tax revenues to an interlocal entity that provides public improvements through an Interlocal Agreement with the City or relevant public entity.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, so long as the Districts do not own or operate any Public Improvements. If the Districts have authorized operating functions under an Interlocal Agreement, they may retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties (or repaid from a combination of Assessments and a mill levy). It is the intent of this Governing Document to assure, to the extent possible, that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition

Term in duration, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters is not a cost to be paid by the Districts.

D. Applicability. This Governing Document is not intended to and does not create any rights or remedies in favor of any party other than the City. Failure of the Districts to comply with any terms or conditions of this Governing Document shall not relieve any party of an obligation to the Districts or create a basis for a party to challenge the incorporation or operation of the Districts, or any Debt issued by the Districts.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Map which have been approved by the City for annexation into the Districts upon the meeting of certain requirements.

Annexation Area Map: means the map attached hereto as Exhibit C, describing the property proposed for annexation within the Districts.

Assessment: means (1) the levy of an assessment secured by a lien on property within the Districts to pay for the costs of Public Improvements benefitting such property or (2) an assessment by the Districts levied on private property within the Districts to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time and (ii) the C-PACE Act.

Board: means the board of trustees of the Districts.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which any District has promised to impose an ad valorem property tax mill levy, and/or collect Assessments.

City: means Heber City, Utah.

City Code: means the City Code of Heber City, Utah.

City Council: means the City Council of Heber City, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the Districts issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

Developer: means Forestar (USA) Real Estate Group, Inc.

Development Agreement: means a preliminary development plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Districts' Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

District 1: means the Tava-Highlands Public Infrastructure District No. 1.

District 2: means the Tava-Highlands Public Infrastructure District No. 2.

District 3: means the Tava-Highlands Public Infrastructure District No. 3.

Districts: means collectively, District No. 1, District No. 2, and District No. 3.

District Act: means the Special District Act and the PID Act.

District Area: for each District, means the property within the Initial District Boundary Map for that District, and the property within the Annexation Area Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Enhanced Improvements: means enhanced park, transportation or recreation improvements within the Project that directly benefit the residents within the Districts and that are not otherwise required by the Development Agreement. The Districts and City agree that the Enhanced Improvements generally consist of the improvements detailed in Exhibit E.

Fees: means any fee imposed by a District for administrative services provided by the Districts.

Financial Plan: means the Financial Plan described in Section VII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the Districts and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City’s ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: for each District, means the boundaries of the area described for that District in the Initial District Boundary Map.

Initial District Boundary Map: means the map(s) attached hereto as **Exhibit C**, describing the initial boundaries of the Districts.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by a District which may not exceed the Maximum Debt Mill Levy.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Section VII.C below.

Municipal Advisor: means a consultant that: (i) advises a District on matters related to the issuance of bonds by governmental entities, including the pricing, sales, and marketing of bonds and the procuring of bond ratings, credit enhancement and insurance with respect to bonds; (ii) is qualified to provide the advice described in (i); (iii) is not an officer or employee of the District receiving advice; (iv) has not been engaged to provide underwriting services in connection with a transaction in which the person or firm will provide advice to the District; and (v) has experience doing business related to the issuance of bonds in the state of Utah.

Net Proceeds: means the gross proceeds of the sale of bonds, less any of the following: (1) amounts applied or to be applied to pay transaction and administrative expenses, including underwriting discount, (2) amounts to pay cost of issuance, and (3) amounts to pay capitalized interest and to fund any reserves deemed necessary or appropriate by a District, not including any investment earnings realized thereon.

Project: means the development or property known as the Highlands Residential Development.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of a District Area as determined by the Board, and includes Public Infrastructure and Improvements as defined in the PID Act.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by a District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

Utah Procurement Code: means Title 63G, Chapter 6a of the Utah Code, as amended from time to time.

III. BOUNDARIES

The area of the Initial Districts' Boundaries includes approximately 59.61 acres, with the area of each of the Districts as follows: District No. 1 is 59.39 acres; District No. 2 is 0.11 acres, and District No. 3 is 0.11 acres. The total area proposed to be included in the Annexation Area Boundaries includes approximately 100.58 acres (including the entirety of the Initial Districts Boundaries). A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Map is attached hereto as **Exhibit C**. It is anticipated that the Districts' boundaries may change from time to time as they undergo annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Section V.A.5 below.

IV. BENEFITS, PROPOSED LAND USE, AND ASSESSED VALUATION

The Districts anticipate providing many benefits to the City and surrounding areas in the form of financing for the Public Improvements to be constructed and dedicated to the City or other appropriate entity, utility, or owners association in conjunction with the approved Project plans and this Governing Document. The Districts are authorized by the City to fund the construction of Enhanced Improvements, and the Districts agree to invest at least 5% of Net Proceeds from Bonds secured by ad valorem property taxes in the Enhanced Improvements.

The Districts' Area consists of mostly undeveloped land. The current assessed valuation of the Districts' Area at build-out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. Upon build-out, the District's Area is anticipated to include approximately 576 residential units, including attached and detached single-family styles.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is contained within an approved Development Agreement.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Governing Document Amendment. The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the PID Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements or Enhanced Improvements to the City or other appropriate public entity in a manner consistent with rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to site grading and erosion control, street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), culinary and secondary water system improvements (including water mains, service lines, meters, storage tanks, and distribution facilities), sanitary sewer system improvements (including sewer mains, laterals, manholes, and appurtenances), storm sewer system improvements (including storm drain mains, inlets, manholes, and water quality treatment structures), utilities (gas/power), and all necessary equipment and appurtenances incident thereto.

2. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Land easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City. All public infrastructure within the Districts which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity. The Districts shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the Districts or Developer may request. The Districts shall pay all fees and expenses as provided in the Governing Document.

3. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by an independent engineer that the Districts employ or engage to perform the necessary engineering services for and to supervise the construction or installation of the Public Improvements.

4. Privately Placed Debt. Prior to the issuance of privately placed Debt (excluding Assessment Bonds, or C-PACE Bonds), the Districts shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable

current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Annexation and Withdrawal.

(a) In accordance with Section 17D-4-201(3), Utah Code, any of the Districts may annex any area within the Annexation Area Boundaries upon (i) obtaining the consents required under such Section, and (ii) the passage of a resolution of such District's Board approving such annexation. The City, by approval of this Governing Document, has expressly authorized such annexations in accordance with the requirements of the PID Act, and no further consent, approval, or action of the City shall be required.

(b) In accordance with Section 17D-4-201(4), Utah Code, any of the Districts may withdraw any area from the District upon (i) obtaining the consents required under such Section, and (ii) the passage of a resolution of such District's Board approving such withdrawal. The City, by approval of this Governing Document, has expressly authorized such withdrawals in accordance with the requirements of the PID Act, and no further consent, approval, or action of the City shall be required.

(c) Upon any annexation or withdrawal in accordance with this Section V.A.5, the affected District shall provide the City with a description of the revised District Boundaries for the City's records.

(d) An annexation or withdrawal effected in accordance with this Section V.A.5 shall not constitute an amendment of this Governing Document.

6. Overlap Limitation. Without the written consent of the City, the Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the Districts' Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed district(s) will not at any time exceed the Maximum Debt Mill Levy of the Districts.

7. Initial Debt Limitation. On or before the effective date of approval by the City of a Development Agreement, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

8. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill

Levy, Maximum Debt Mill Levy Imposition Term, and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the state under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

9. Governing Document Amendment Requirement. Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the applicable Districts approving such amendment.

10. Preliminary Engineering Survey. The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in the Development Agreement. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Districts’ Area and is approximately Thirty-One Million Dollars (\$31,000,000). The costs of Public Improvements are estimates and the approval of this Governing Document does not constitute the City’s approval of actual costs for Public Improvements.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Development Agreement.

All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. Each Board shall be composed of five (5) Trustees who shall serve at large. In accordance with Section 17D-4-202, Utah Code, the initial Trustees for each District, their respective initial terms, and the milestones for transition to elected seats are as follows:

Seat	Initial Trustee	Initial Term	Transition to Elected Seat
Trustee 1	Max Martin	Six (6) years	After the end of a full term during which 20% of the Anticipated Units have received certificates of occupancy
Trustee 2	Kelly Beres	Four (4) years	After the end of a full term during which 40% of the Anticipated Units have received certificates of occupancy
Trustee 3	Owen Lindsay	Six (6) years	After the end of a full term during which 60% of the Anticipated Units have received certificates of occupancy
Trustee 4	Brandon Jack	Four (4) years	After the end of a full term during which 80% of the Anticipated Units have received certificates of occupancy
Trustee 5	Curtis Leavitt	Six (6) years	After the end of a full term during which 100% of the Anticipated Units have received certificates of occupancy

Each of the foregoing initial Trustees shall serve as a Trustee on the Board of each of District No. 1, District No. 2, and District No. 3. All Trustees are deemed to be appointed upon the date of issuance of a Certificate of Incorporation by the Office of the Lieutenant Governor of the State of Utah and the terms thereof commence on that date. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such District, all of the surface property owners within the Districts having consented to a waiver of the residency requirement under Section 17D-4-202(3)(a), Utah Code.

B. Future Board Composition. At the time of the first issuance of Debt by a District, such District shall estimate the total number of residential units within the District at full buildout of the property within the District (the “Anticipated Units”), as may be amended by subsequent resolution of the Board. Upon any annexation or withdrawal in accordance with this Governing Document, a District may adjust its Anticipated Units to reflect such boundary change.

1. Districts Without Anticipated Units. For so long as a District has no Anticipated Units, the Board of such District shall, in accordance with Section 17D-4-202, Utah Code, appoint and reappoint Trustees to such Board so long as each such appointee is a surface owner of land, or an agent or officer of a surface owner of land, within the boundaries of such District and otherwise meets the eligibility requirements set forth in the PID Act. Any property owner owning at least 1/5 of the taxable value of the property within such District shall be entitled

to nominate one Trustee seat for each 1/5 value; provided, however, that the Board retains discretion to reject any nominee and request a new nominee from such property owner. Upon any annexation or other boundary adjustment that results in a District having Anticipated Units, such District shall thereafter be subject to Section VI.B.2 below.

2. Districts With Anticipated Units – Transition to Elected Board. For any District with Anticipated Units, the seats for the Board of such District shall transition from appointed to elected seats according to the milestones set forth in the table in Section VI.A above. No transition pursuant to this Section shall become effective until the next scheduled regular election of the District following a full term. Registered voters within this Section shall mean voters whose “principal place of residence,” as that term is defined under Section 20A-2-105(1)(a), Utah Code, is within a District.

C. Reelection and Reappointment. Upon the expiration of a Trustee’s respective term, the Board of the applicable District shall, in accordance with Section 17D-4-202, Utah Code, either reappoint the Trustee to the Board or appoint a new Trustee to the Board; provided that, until such time as a District’s board seats have transitioned from appointment to election in accordance with Section VI.B.2 above, any such appointee shall be a surface owner of land, or an agent or officer of a surface owner of land, within the boundaries of such District, and shall otherwise meet the eligibility requirements set forth in the PID Act.

D. Vacancy. Any vacancy on a Board, whether resulting from resignation, death, removal, disqualification, or any other cause, shall be filled by appointment of the applicable Board in accordance with Section 17D-4-202, Utah Code; provided that, until such time as the applicable District’s board seats have transitioned from appointment to election in accordance with Section VI.B.2 above, any such appointee shall be a surface owner of land, or an agent or officer of a surface owner of land, within the boundaries of such District, and shall otherwise meet the eligibility requirements set forth in the PID Act. A Trustee appointed to fill a vacancy shall serve for the remainder of the unexpired term of the vacated position.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with state law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. In accordance with Section 67-16-16, Utah Code, each Trustee shall annually submit a written conflict of interest disclosure statement to the Districts’ filing clerk, who shall post an electronic copy on the Districts’ website and provide the Lieutenant Governor with a link to that posting. Each disclosure shall remain posted until the Trustee leaves office. Any Trustee who discloses such conflicts in accordance with Section 17D-4-202(9) and Section 67-16-7 and 67-16-8, Utah Code, shall be entitled to vote on such matters.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. In addition, the Districts shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments, and other legally available revenues (collectively, the "Debt Issuance Parameters"). For any capital appreciation Debt issued by the Districts, the Debt Issuance Parameters shall be applied based on the par amount of such Debt at issuance and not the accreted value at maturity or conversion. Assessment Debt and C-PACE Bonds are not subject to the Debt Issuance Parameters, and there is no limit on the amount of Assessment Debt or C-PACE Bonds the Districts may issue, so long as such issuances are made in accordance with the provisions of the Assessment Act and/or the C-PACE Act, as applicable. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all Taxable Property within the Districts and Assessments. The Districts may also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Notwithstanding the foregoing, the Districts shall not be permitted to issue Debt, other than refunding prior issuances of Debt, after December 31, 2056.

Any impact fee reimbursement or credits which become available due to the financing of Public Improvements by the Districts shall be for the benefit of the Districts and not any developer. The specifics of the scope and availability of impact fee reimbursements shall be reserved and will be addressed in a future interlocal agreement between the City and the Districts.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

1. The "Maximum Debt Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Limited Tax Debt, and shall be 0.005 per dollar of taxable value of taxable property in such District (5 mills, or \$500.00 per \$100,000.00 of taxable value); provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(13), Utah Code.

2. Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

3. In the event the District has issued Limited Tax Debt, any Assessments (other than C-PACE Assessments) imposed by such District on a parcel zoned for residential uses shall be payable at or before the time of conveyance to an End User with respect to such parcel. For the avoidance of doubt, if the District has not issued Limited Tax Debt, Assessments levied by such District are not required to be prepaid at the time a building permit is issued or prior to conveyance. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the Districts shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the “**Maximum Debt Mill Levy Imposition Term**”).

All Assessments for capital improvements (other than Assessments under the C-PACE Act) imposed by the Districts on a parcel zoned for residential uses shall be payable at or before the time a building permit is issued with respect to such parcel. Any Assessments issued under the C-PACE Act may be repayable in accordance with the provisions of such act.

E. Debt Repayment Sources.

The Districts may impose a mill levy on taxable property within their respective boundaries as a primary source of revenue for repayment of debt service. The Districts may also rely upon various other revenue sources authorized by law. At the Districts’ discretion, these may include the power to assess Fees, Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VII.C, the debt service mill levy in the Districts shall not exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The Districts shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used

for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge as security any land, assets, funds, revenue or property of the City, or property to be conveyed to the City, as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation. All debt issued by the Districts for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.

H. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be Fifty Thousand Dollars (\$50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues and may also be financed for a period of time until the Districts' revenues are anticipated to be sufficient to bear such costs. The Districts may also enter into a reimbursement agreement with the developer of the Project to reimburse such developer for any such administrative costs paid by developer.

I. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel and a Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

VIII. ANNUAL REPORT

A. General. The Districts shall be responsible for submitting an annual report to the City Manager's Office no later than July 30th of each year, commencing July 30, 2027, with information for fiscal year 2026.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the Districts' boundaries as of the last day of the prior fiscal year, if changed;

2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers with progress toward transition to elected board;
4. Districts' office contact information, if changed;
5. Rules and regulations of the Districts regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the Districts' Public Improvements as of the last day of the prior fiscal year, if any;
7. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
8. A summary of the total debt authorized and total debt issued by the Districts as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;
10. Current year budget including a description of the Public Improvements to be constructed in such year;
11. Financial statements of the Districts for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);
12. Notice of any uncured events of default by the Districts, which continue beyond a ninety (90) day period, under any Debt instrument; and
13. Any inability of the Districts to pay their respective obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period; and
14. List of all current contracts for services or construction (to be delivered to the City upon request); and
15. Current approved Governing Document, if changed.

IX. DISSOLUTION

Each District shall be dissolved in accordance with Section 17D-4-401, Utah Code, and any other applicable provisions of the PID Act and the Special District Act. Without limiting the foregoing, each District shall be dissolved promptly following the satisfaction of the conditions

set forth in Section 17D-4-401(1), including (a) payment of all Debt and other indebtedness of such District, (b) satisfaction or defeasance of all of such District's contractual obligations, and (c) the construction, acceptance, and transfer of all Public Improvements (other than any privately owned public infrastructure, facilities, or properties) to the public entity responsible for the maintenance and operation thereof. Any assets remaining after the satisfaction of such conditions and the payment of dissolution-related costs shall be distributed in accordance with Section 17D-4-401(5), Utah Code.

X. DISCLOSURE TO PURCHASERS

A. Recorded Disclosure. Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a Certificate of Incorporation for each District, the Board of said District shall record a notice with the recorder of Wasatch County and provide a copy of the notice to the City. Such notice shall (a) contain a description of the boundaries and annexation area of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (e) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. A copy of the notice shall further be provided to the City.

B. Notice to Buyers and Lessees. The Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information prior to entering into any purchase contract or lease or acceptance of any deposit relating to such residential or commercial property with initial resident homeowners or commercial property owners and/or commercial tenants, as applicable:

1. All of the information in the first paragraph of this Section X.A;
2. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$500** for the duration of the District's Bonds.”

3. Such disclosures shall be contained on a separate-colored page of the applicable closing documents and shall require a signature of such purchaser acknowledging the foregoing.

4. The Developer and the Board shall ensure that the Developer, homebuilders, and commercial developers, and commercial lessors, as applicable post a notice, in the same form and size (or larger) as the form attached as **Exhibit D** in a conspicuous area on bright-colored paper within all model homes and sales offices within the Districts.

5. The Developer and the Board shall ensure that the Developer, homebuilders, and commercial developers, and commercial lessors, as applicable post a notice that is 18" x 24" which states: **NOTICE: This Development is located within the Tava-Highlands Public Infrastructure Districts**. Such notice shall be placed outside any model homes or sales office in the Development and utilize large font such that the words fill the sign.

6. The Developer shall obligate any homebuilder, commercial developer, or

bulk lot purchaser to provide the notices contained in 1, 2, and 3 above as part of any purchase agreement to such homebuilder, commercial developer, or bulk lot purchaser.

C. Annual Notice. On or before August 1 of each year, commencing in the first calendar year following the year in which a District issues debt, such District shall mail a notice to all owners of property within the boundaries of the Districts providing:

1. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“At the District’s maximum property tax rate, an additional annual property tax would be levied in the amount of \$0.005 per dollar of taxable value (5 mills, or \$500.00 per \$100,000.00 of taxable value) within the District, for the duration of the District’s Bonds.”

2. The applicable tax rate of the District for the then current year;

3. That budgets and financial information for the District may be found on the State Auditor’s Website (currently <https://reporting.auditor.utah.gov/searchreports/s/>); and

4. Contact information for members of the Board.

XI. ENFORCEMENT

In accordance with Section 17D-4-201(5) of the Utah Code, the City has imposed certain limitations on the powers of the Districts through this Governing Document. The City shall have the right to enforce any of the provisions, limitations or restrictions in this Governing Document against the Districts, through any and all legal or equitable means available to the City, including, but not limited to, injunctive relief, specific performance, and/or monetary damages.

EXHIBIT A

Legal Description of the Districts' Initial Boundaries

PID #1

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE WASATCH CANAL, AND THE SOUTH PROPERTY LINE OF THE UTAH VALLEY STATE COLLEGE PROPERTY AS DESCRIBED PER ENTRY NO. 333087, SAID INTERSECTION BEING NORTH 00°29'50" WEST 118.62 FEET ALONG THE SECTION LINE AND EAST 427.42 FEET FROM THE WASATCH COUNTY SURVEY ALUMINUM PIPE CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS);

AND RUNNING THENCE ALONG SAID SOUTH PROPERTY LINE NORTH 58°00'22" EAST 202.21 FEET; THENCE NORTH 48°11'59" EAST 1119.99 FEET TO THE EASTERLY LINE OF THE TIMPANOGAS CANAL EASEMENT; THENCE ALONG THE EASTERLY LINE OF THE TIMPANOGAS CANAL EASEMENT AS DEFINED IN ENTRY 212641 ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE THE FOLLOWING TWENTY-FIVE COURSES: 1.) SOUTH 17°22'52" EAST 10.92 FEET TO THE POINT OF CURVATURE OF A 177.03 FOOT RADIUS CURVE TO THE LEFT 2.) 66.25 FEET SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°26'27", (CHORD BEARS SOUTH 28°06'06" EAST, 65.86 FEET); 3.) SOUTH 38°49'19" EAST 68.81 FEET TO THE POINT OF CURVATURE OF A 251.84 FOOT RADIUS CURVE TO THE LEFT; 4.) 153.32 FEET SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°52'56" (CHORD BEARS SOUTH 56°15'47" EAST 150.97 FEET); 5.) SOUTH 73°42'15" EAST 47.85 FEET TO THE POINT OF CURVATURE OF A 125.11 FOOT RADIUS CURVE TO THE LEFT; 6.) 102.18 FEET EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°47'37" (CHORD BEARS NORTH 82°53'56" EAST 99.36 FEET); 7.) NORTH 59°30'08" EAST 51.86 FEET TO THE POINT OF CURVATURE OF A 93.38 FOOT RADIUS CURVE TO THE RIGHT; 8.) 92.41 EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°41'56" (CHORD BEARS NORTH 87°51'06" EAST 88.68 FEET); 9.) SOUTH 63°47'56" EAST 33.28 FEET TO THE POINT OF CURVATURE OF A 62.98 FOOT RADIUS CURVE TO THE LEFT; 10.) 17.42 FEET EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'53" (CHORD BEARS SOUTH 71°43'23" EAST 17.36 FEET; 11.) SOUTH 79°38'49" EAST 47.57 FEET TO THE ARC OF A 93.79 FOOT RADIUS CURVE TO THE RIGHT.

12.) 102.94 FEET EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°53'13" (CHORD BEARS SOUTH 48°12'13" EAST 97.85 FEET;

13.) SOUTH 16°45'36" EAST 37.83 FEET TO THE POINT OF CURVATURE OF A 386.33 FOOT RADIUS CURVE TO THE LEFT;

14.) 75.16 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'48" (CHORD BEARS SOUTH 22°20'00" EAST 75.04 FEET) TO THE POINT OF REVERSE CURVATURE WITH A 82.84 FOOT RADIUS CURVE TO THE RIGHT;

- 15.) 73.24 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°39'13" (CHORD BEARS SOUTH 02°34'48" EAST 70.87 FEET);
- 16.) SOUTH 22°44'49" WEST 52.83 FEET TO THE POINT OF A 176.59 FOOT RADIUS CURVE TO THE LEFT;
- 17.) 109.27 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°27'14" (CHORD BEARS SOUTH 05°01'12" WEST 107.54 FEET);
- 18.) SOUTH 12°42'25" EAST 91.64 FEET TO THE POINT OF CURVATURE OF A 201.47 FOOT RADIUS CURVE TO THE LEFT;
- 19.) 112.37 FEET EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°57'22" (CHORD BEARS SOUTH 28°41'06" EAST 110.92 FEET);
- 20.) SOUTH 44°39'47" EAST 168.84 FEET TO THE POINT OF CURVATURE OF A 141.62 FOOT RADIUS CURVE TO THE RIGHT;
- 21.) 36.20 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°38'41" (CHORD BEARS SOUTH 37°20'26" EAST 36.10 FEET);
- 22.) SOUTH 30°01'06" EAST 122.94 FEET TO THE POINT OF CURVATURE OF A 312.41 FOOT RADIUS CURVE TO THE LEFT;
- 23.) 68.37 FEET SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°32'20" (CHORD BEARS SOUTH 36°17'16" EAST 68.23 FEET);
- 24.) SOUTH 42°33'26" EAST 33.06 FEET TO THE POINT OF A 684.07 FOOT RADIUS CURVE TO THE RIGHT;
- 25.) 9.55 FEET SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 00°48'00" (CHORD BEARS SOUTH 42°09'26" EAST 9.55 FEET);

THENCE LEAVING SAID EASTERLY LINE OF THE TIMPANOGAS CANAL EASEMENT NORTH 89°59'12" WEST 330.19 FEET; TO A POINT ON THE WEST LINE OF THE MARK POTTER PARCEL, AS DESCRIBED PER ENTRY NO. 544002, ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER; THENCE ALONG THE WEST PROPERTY LINE OF SAID PARCEL SOUTH 0°00'48" WEST 425.00 FEET TO THE NORTHWEST CORNER OF THE MARK POTTER PARCEL 2, AS DESCRIBED PER SAID ENTRY NO. 544002; THENCE SOUTH 0°32'12" EAST 134.12 FEET TO THE SOUTHWEST PROPERTY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTH PROPERTY LINE NORTH 89°49'38" EAST 528.67 FEET; THENCE SOUTH 00°00'09" WEST 705.59 FEET ALONG THE CENTER SECTION LINE; THENCE NORTH 89°59'56" WEST 162.09 FEET; THENCE NORTH 00°21'55" EAST 8.45 FEET TO A POINT ON A 26.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF WHICH BEARS SOUTH 38°20'43" WEST; THENCE NORTHWESTERLY 17.40 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 70°49'38" WEST 17.08 FEET; THENCE NORTH 89°59'59" WEST 13.83 FEET; THENCE SOUTH 00°21'55" WEST 93.00 FEET; THENCE NORTH 89°59'59" WEST 164.34 FEET; THENCE NORTH 48°45'17" WEST 406.46 FEET; THENCE SOUTH 41°14'43" WEST 158.50 FEET; THENCE NORTH 48°45'17" WEST 52.06 FEET; THENCE SOUTH 41°14'43" WEST 231.00 FEET; THENCE NORTH 48°45'17" WEST 10.00 FEET;

THENCE SOUTH 41°14'46" WEST 85.00 FEET; THENCE SOUTH 48°45'17" EAST 50.69 FEET; THENCE SOUTH 41°14'56" WEST 121.14 FEET TO A POINT ON THE WEST LINE OF WASATCH CANAL AS DESCRIBED

IN THAT CONTRACT AND GRANT OF EASEMENT RECORDED AS ENTRY NO. 212641 OF SAID RECORDS;
THENCE ALONG SAID WEST LINE OF THE WASATCH CANAL THE FOLLOWING FORTY-NINE COURSES:

(1) NORTH 56°31'55" WEST 24.56 FEET; (2) NORTHWESTERLY 52.18 FEET ALONG A 139.48 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°26'10" AND A LONG CHORD OF NORTH 45°48'50" WEST 51.88 FEET; (3) NORTH 35°05'45" WEST 32.66 FEET; (4) NORTHWESTERLY 24.90 FEET ALONG A 52.16 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°21'17" AND A LONG CHORD OF NORTH 48°46'23" WEST 24.67 FEET; (5) NORTH 62°27'02" WEST 31.01 FEET; (6) NORTHWESTERLY 59.68 FEET ALONG A 100.00 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°11'34" AND A LONG CHORD OF NORTH 45°21'15" WEST 58.80 FEET; (7) NORTH 28°15'28" WEST 46.48 FEET; (8) NORTHWESTERLY 27.92 FEET ALONG A 75.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°19'55" AND A LONG CHORD OF NORTH 38°55'26" WEST 27.76 FEET; (9) NORTH 49°35'23" WEST 30.70 FEET; (10) NORTHWESTERLY 89.92 FEET ALONG A 200.95 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°38'22" AND A LONG CHORD OF NORTH 36°46'12" WEST 89.18 FEET; (11) NORTH 23°57'01" WEST 161.09 FEET; (12) NORTHERLY 56.02 FEET ALONG A 129.03 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°52'29" AND A LONG CHORD OF NORTH 11°30'47" WEST 55.58 FEET; (13) NORTH 0°55'28" EAST 27.79 FEET; (14) NORTHWESTERLY 13.67 FEET ALONG A 19.04 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41°08'53" AND A LONG CHORD OF NORTH 19°38'58" WEST 13.38 FEET; (15) NORTH 40°13'25" WEST 94.27 FEET; (16) NORTHERLY 88.73 FEET ALONG A 107.33 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47°22'02" AND A LONG CHORD OF NORTH 16°32'24" WEST 86.23 FEET; (17) NORTH 7°08'37" EAST 78.23 FEET; (18) NORTHERLY 25.17 FEET ALONG A 99.68 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°27'55" AND A LONG CHORD OF NORTH 0°05'21" WEST 25.10 FEET; (19) NORTH 7°19'18" WEST 115.57 FEET; (20) NORTHWESTERLY 22.33 FEET ALONG A 12.44 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 102°52'01" AND A LONG CHORD OF NORTH 58°45'19" WEST 19.45 FEET; (21) SOUTH 69°48'41" WEST 41.25 FEET; (22) NORTHWESTERLY 126.93 FEET ALONG A 109.54 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 66°23'22" AND A LONG CHORD OF NORTH 76°59'38" WEST 119.94 FEET; (23) NORTH 43°47'57" WEST 25.44 FEET; (24) NORTHWESTERLY 32.56 FEET ALONG A 99.98 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°39'30" AND A LONG CHORD OF NORTH 53°07'42" WEST 32.41 FEET; (25) NORTHWESTERLY 45.58 FEET ALONG A 162.73 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°02'54" AND A LONG CHORD OF NORTH 54°26'00" WEST 45.43 FEET; (26) NORTH 46°24'33" WEST 16.21 FEET; (27) NORTHERLY 91.08 FEET ALONG A 98.34 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°04'03" AND A LONG CHORD OF NORTH 19°52'32" WEST 87.86 FEET; (28) NORTH 6°39'30" EAST 49.88 FEET; (29) NORTHWESTERLY 4.32 FEET ALONG A 3.28 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 75°25'34" AND A LONG CHORD OF NORTH 31°03'17" WEST 4.01 FEET; (30) NORTH 68°46'04" WEST 27.75 FEET; (31) NORTHWESTERLY 50.30 FEET ALONG A 340.23 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 8°28'12" AND A LONG CHORD OF NORTH 73°00'10" WEST 50.25 FEET; (32) NORTH 77°14'16" WEST 41.08 FEET; (33) NORTHWESTERLY 51.44 FEET ALONG A 124.93 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°35'29" AND A LONG CHORD OF NORTH 65°26'31" WEST 51.08 FEET; (34) NORTH 53°38'47" WEST 38.81 FEET; (35) NORTHWESTERLY 61.02 FEET ALONG A 138.65 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°12'50" AND A LONG CHORD OF NORTH 41°02'22" WEST 60.52 FEET; (36) NORTH 28°25'57" WEST 39.08 FEET; (37) NORTHWESTERLY 43.52 FEET ALONG A 64.31 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38°46'17" AND A LONG CHORD OF

NORTH 47°49'05" WEST 42.69 FEET; (38) NORTH 67°12'14" WEST 30.51 FEET; (39) NORTHWESTERLY 99.61 FEET ALONG A 133.72 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42°40'53" AND A LONG CHORD OF NORTH 45°51'47" WEST 97.32 FEET; (40) NORTH 24°31'21" WEST 30.12 FEET; (41) NORTHWESTERLY 61.74 FEET ALONG A 273.10 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°57'12" AND A LONG CHORD OF NORTH 30°59'57" WEST 61.61 FEET; (42) NORTH 37°28'33" WEST 20.28 FEET; (43) NORTHERLY 79.97 FEET ALONG A 65.40 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 70°03'24" AND A LONG CHORD OF NORTH 2°26'51" WEST 75.08 FEET; (44) NORTH 32°34'51" EAST 61.85 FEET; (45) NORTHERLY 4.17 FEET ALONG A 4.35 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54°54'55" AND A LONG CHORD OF NORTH 5°07'24" EAST 4.01 FEET; (46) NORTH 22°20'04" WEST 44.62 FEET; (47) NORTHERLY 41.59 FEET ALONG A 59.20 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°14'52" AND A LONG CHORD OF NORTH 2°12'38" WEST 40.74 FEET; (48) NORTH 17°54'48" EAST 63.72 FEET; (49) NORTHERLY 6.30 FEET ALONG A 12.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°03'44" AND A LONG CHORD OF NORTH 2°52'56" EAST 6.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 75.07 ACRES.

LESS & EXCEPTING THEREFROM, THE FOLLOWING THREE PARCELS:

PARCELS 16, 17 AND 18, PER THE HIGHLANDS, RESIDENTIAL SUBDIVISION, FINAL PLAT, PHASE 1, RECORDED JULY 1, 2026, ENTRY NO. 575818, BOOK 1563, PAGE 1209 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

PARCEL 16, CONTAINING 4.06 ACRES

PARCEL 17, CONTAINING 7.61 ACRES

PARCEL 18, CONTAINING 4.01 ACRES

TOTAL LESS & EXCEPTING 15.68 ACRES

THE OVERALL ACREAGE IS 59.39 ACRES.

PID #2

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 0°08'37" EAST 488.17 FEET ALONG THE SECTION LINE AND EAST 1885.12 FEET FROM THE WASATCH COUNTY SURVEY ALUMINUM PIPE CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS); AND RUNNING THENCE EAST 70.00 FEET; THENCE SOUTH 70.00 FEET; THENCE WEST 70.00 FEET; THENCE NORTH 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES.

PID #3

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 0°08'37" EAST 658.17 FEET ALONG THE SECTION LINE AND EAST 1884.69 FEET FROM THE WASATCH COUNTY SURVEY ALUMINUM PIPE CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS);

AND RUNNING THENCE EAST 70.00 FEET; THENCE SOUTH 70.00 FEET; THENCE WEST 70.00 FEET; THENCE NORTH 70.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES.

EXHIBIT B

Vicinity Map

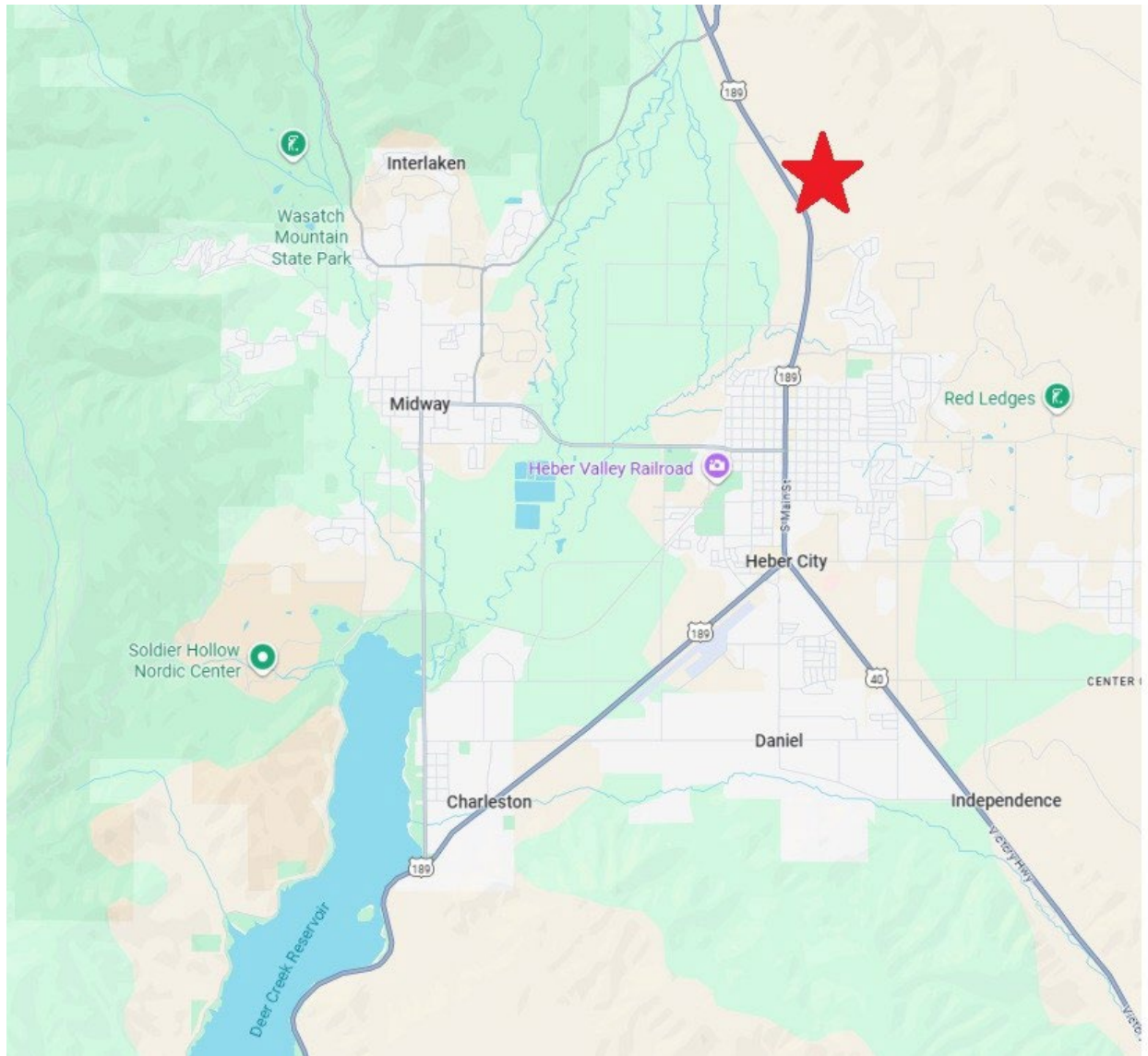


EXHIBIT C

Initial District Boundaries Map and Annexation Area Map

O:\HighlandsSurvey\ACAD\PDFs\PID 1.dwg Aug 24, 2026 - 4:23pm

TAVA-HIGHLANDS
PUBLIC INFRASTRUCTURE DISTRICT NO. 1
FINAL LOCAL ENTITY PLAT

LOCATED WITHIN SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

LEGAL DESCRIPTION

PID #1

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE WASATCH CANAL, AND THE SOUTH PROPERTY LINE OF THE UTAH VALLEY STATE COLLEGE PROPERTY AS DESCRIBED PER ENTRY NO. 333087, SAID INTERSECTION BEING NORTH 00°29'50" WEST 118.62 FEET ALONG THE SECTION LINE AND EAST 427.42 FEET FROM THE WASATCH COUNTY SURVEY ALUMINUM PIPE CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS);

AND RUNNING THENCE ALONG SAID SOUTH PROPERTY LINE NORTH 58°00'22" EAST 202.21 FEET; THENCE NORTH 48°11'59" EAST 1119.99 FEET TO THE EASTERLY LINE OF THE TIMPANOGAS CANAL EASEMENT; THENCE ALONG THE EASTERLY LINE OF THE TIMPANOGAS CANAL EASEMENT AS DEFINED IN ENTRY 212641 ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE THE FOLLOWING TWENTY-FIVE COURSES: 1.) SOUTH 17°22'52" EAST 10.92 FEET TO THE POINT OF CURVATURE OF A 177.03 FOOT RADIUS CURVE TO THE LEFT 2.) 66.25 FEET SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°26'27", (CHORD BEARS SOUTH 28°06'06" EAST, 65.86 FEET); 3.) SOUTH 38°49'19" EAST 68.81 FEET TO THE POINT OF CURVATURE OF A 251.84 FOOT RADIUS CURVE TO THE LEFT; 4.)153.32 FEET SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°52'56" (CHORD BEARS SOUTH 56°15'47" EAST 150.97 FEET); 5.) SOUTH 73°42'15" EAST 47.85 FEET TO THE POINT OF CURVATURE OF A 125.11 FOOT RADIUS CURVE TO THE LEFT; 6.) 102.18 FEET EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°47'37" (CHORD BEARS NORTH 82°53'56" EAST 99.36 FEET); 7.) NORTH 59°30'08" EAST 51.86 FEET TO THE POINT OF CURVATURE OF A 93.38 FOOT RADIUS CURVE TO THE RIGHT; 8.) 92.41 EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°41'56" (CHORD BEARS NORTH 87°51'06" EAST 88.68 FEET); 9.) SOUTH 63°47'56" EAST 33.28 FEET TO THE POINT OF CURVATURE OF A 62.98 FOOT RADIUS CURVE TO THE LEFT; 10.) 17.42 FEET EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°50'53" (CHORD BEARS SOUTH 71°43'23" EAST 17.36 FEET; 11.) SOUTH 79°38'49" EAST 47.57 FEET TO THE ARC OF A 93.79 FOOT RADIUS CURVE TO THE RIGHT.

12.) 102.94 FEET EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°53'13" (CHORD BEARS SOUTH 48°12'13" EAST 97.85 FEET;

13.) SOUTH 16°45'36" EAST 37.83 FEET TO THE POINT OF CURVATURE OF A 386.33 FOOT RADIUS CURVE TO THE LEFT;

14.) 75.16 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'48" (CHORD BEARS SOUTH 22°20'00" EAST 75.04 FEET) TO THE POINT OF REVERSE CURVATURE WITH A 82.84 FOOT RADIUS CURVE TO THE RIGHT;

15.) 73.24 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°39'13" (CHORD BEARS SOUTH 02°34'48" EAST 70.87 FEET);

16.) SOUTH 22°44'49" WEST 52.83 FEET TO THE POINT OF A 176.59 FOOT RADIUS CURVE TO THE LEFT;

17.) 109.27 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°27'14" (CHORD BEARS SOUTH 05°01'12" WEST 107.54 FEET);

18.) SOUTH 12°42'25" EAST 91.64 FEET TO THE POINT OF CURVATURE OF A 201.47 FOOT RADIUS CURVE TO THE LEFT;

19.) 112.37 FEET EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°57'22" (CHORD BEARS SOUTH 28°41'06" EAST 110.92 FEET);

20.) SOUTH 44°39'47" EAST 168.84 FEET TO THE POINT OF CURVATURE OF A 141.62 FOOT RADIUS CURVE TO THE RIGHT;

21.) 36.20 FEET SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°38'41" (CHORD BEARS SOUTH 37°20'26" EAST 36.10 FEET);

22.) SOUTH 30°01'06" EAST 122.94 FEET TO THE POINT OF CURVATURE OF A 312.41 FOOT RADIUS CURVE TO THE LEFT;

23.) 68.37 FEET SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°32'20" (CHORD BEARS SOUTH 36°17'16" EAST 68.23 FEET);

24.) SOUTH 42°33'26" EAST 33.06 FEET TO THE POINT OF A 684.07 FOOT RADIUS CURVE TO THE RIGHT;

25.) 9.55 FEET SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 00°48'00" (CHORD BEARS SOUTH 42°09'26" EAST 9.55 FEET);

THENCE LEAVING SAID EASTERLY LINE OF THE TIMPANOGAS CANAL EASEMENT NORTH 89°59'12" WEST 330.19 FEET; TO A POINT ON THE WEST LINE OF THE MARK POTTER PARCEL, AS DESRIBED PER ENTRY NO. 544002, ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER; THENCE ALONG THE WEST PROPERTY LINE OF SAID PARCEL SOUTH 0°00'48" WEST 425.00 FEET TO THE NORTHWEST CORNER OF THE MARK POTTER PARCEL 2, AS DESCRIBED PER SAID ENTRY NO. 544002; THENCE SOUTH 0°32'12" EAST 134.12 FEET TO THE SOUTHWEST PROPERTY CORNER OF SAID PARCEL 2; THENCE ALONG THE SOUTH PROPERTY LINE NORTH 89°49'38" EAST 528.67 FEET; THENCE SOUTH 00°00'09" WEST 705.59 FEET ALONG THE CENTER SECTION LINE; THENCE NORTH 89°59'56" WEST 162.09 FEET; THENCE NORTH 00°21'55" EAST 8.45 FEET TO A POINT ON A 26.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THE CENTER OF WHICH BEARS SOUTH 38°20'43" WEST; THENCE NORTHWESTERLY 17.40 FEET ALONG THE ARC OF SAID CURVE; CHORD TO SAID CURVE BEARS NORTH 70°49'38" WEST 17.08 FEET; THENCE NORTH 89°59'59" WEST 13.83 FEET; THENCE SOUTH 00°21'55" WEST 93.00 FEET; THENCE NORTH 89°59'59" WEST 164.34 FEET; THENCE NORTH 48°45'17" WEST 406.46 FEET; THENCE SOUTH 41°14'43" WEST 158.50 FEET; THENCE NORTH 48°45'17" WEST 52.06 FEET; THENCE SOUTH 41°14'43" WEST 231.00 FEET; THENCE NORTH 48°45'17" WEST 10.00 FEET;

THENCE SOUTH 41°14'46" WEST 85.00 FEET; THENCE SOUTH 48°45'17" EAST 50.69 FEET; THENCE SOUTH 41°14'56" WEST 121.14 FEET TO A POINT ON THE WEST LINE OF WASATCH CANAL AS DESCRIBED IN THAT CONTRACT AND GRANT OF EASEMENT RECORDED AS ENTRY NO. 212641 OF SAID RECORDS; THENCE ALONG SAID WEST LINE OF THE WASATCH CANAL THE FOLLOWING FORTY-NINE COURSES:

(1) NORTH 56°31'55" WEST 24.56 FEET; (2) NORTHWESTERLY 52.18 FEET ALONG A 139.48 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°26'10" AND A LONG CHORD OF NORTH 45°48'50" WEST 51.88 FEET; (3) NORTH 35°05'45" WEST 32.66 FEET; (4) NORTHWESTERLY 24.90 FEET ALONG A 52.16 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°21'17" AND A LONG CHORD OF NORTH 48°46'23" WEST 24.67 FEET; (5) NORTH 62°27'02" WEST 31.01 FEET; (6) NORTHWESTERLY 59.68 FEET ALONG A 100.00 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°11'34" AND A LONG CHORD OF NORTH 45°21'15" WEST 58.80 FEET; (7) NORTH 28°15'28" WEST 46.48 FEET; (8) NORTHWESTERLY 27.92 FEET ALONG A 75.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°19'55" AND A LONG CHORD OF NORTH 38°55'26" WEST 27.76 FEET; (9) NORTH 49°35'23" WEST 30.70 FEET; (10) NORTHWESTERLY 89.92 FEET ALONG A 200.95 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°38'22" AND A LONG CHORD OF NORTH 36°46'12" WEST 89.18 FEET; (11) NORTH 23°57'01" WEST 161.09 FEET; (12) NORTHERLY 56.02 FEET ALONG A 129.03 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°52'29" AND A LONG CHORD OF NORTH 11°30'47" WEST 55.58 FEET; (13) NORTH 0°55'28" EAST 27.79 FEET; (14) NORTHWESTERLY 13.67 FEET ALONG A 19.04 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41°08'53" AND A LONG CHORD OF NORTH 19°38'58" WEST 13.38 FEET; (15) NORTH 40°13'25" WEST 94.27 FEET; (16) NORTHERLY 88.73 FEET ALONG A 107.33 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47°22'02" AND A LONG CHORD OF NORTH 16°32'24" WEST 86.23 FEET; (17) NORTH 7°08'37" EAST 78.23 FEET; (18) NORTHERLY 25.17 FEET ALONG A 99.68 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°27'55" AND A LONG CHORD OF NORTH 0°05'21" WEST 25.10 FEET; (19) NORTH 7°19'18" WEST 115.57 FEET; (20) NORTHWESTERLY 22.33 FEET ALONG A 12.44 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 102°52'01" AND A LONG CHORD OF NORTH 58°45'19" WEST 19.45 FEET; (21) SOUTH 69°48'41" WEST 41.25 FEET; (22) NORTHWESTERLY 126.93 FEET ALONG A 109.54 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 66°23'22" AND A LONG CHORD OF NORTH 76°59'38" WEST 119.94 FEET; (23) NORTH 43°47'57" WEST 25.44 FEET; (24) NORTHWESTERLY 32.56 FEET ALONG A 99.98 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°39'30" AND A LONG CHORD OF NORTH 59°30'42" WEST 32.41 FEET; (25) NORTHWESTERLY 45.58 FEET ALONG A 162.73 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°02'54" AND A LONG CHORD OF NORTH 54°25'01" WEST 45.43 FEET; (26) NORTH 46°24'33" WEST 16.21 FEET; (27) NORTHERLY 91.08 FEET ALONG A 98.34 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°04'03" AND A LONG CHORD OF NORTH 19°52'32" WEST 87.86 FEET; (28) NORTH 6°39'30" EAST 49.88 FEET; (29) NORTHWESTERLY 4.32 FEET ALONG A 3.28 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 75°25'34" AND A LONG CHORD OF NORTH 31°03'17" WEST 4.01 FEET; (30) NORTH 68°46'04" WEST 27.75 FEET; (31) NORTHWESTERLY 50.30 FEET ALONG A 340.23 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 8°28'12" AND A LONG CHORD OF NORTH 73°00'10" WEST 50.25 FEET; (32) NORTH 77°14'16" WEST 41.08 FEET; (33) NORTHWESTERLY 51.44 FEET ALONG A 124.93 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°35'29" AND A LONG CHORD OF NORTH 65°26'31" WEST 51.08 FEET; (34) NORTH 53°38'47" WEST 38.81 FEET; (35) NORTHWESTERLY 61.02 FEET ALONG A 138.65 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°12'50" AND A LONG CHORD OF NORTH 41°02'22" WEST 60.52 FEET; (36) NORTH 28°25'57" WEST 39.08 FEET; (37) NORTHWESTERLY 43.52 FEET ALONG A 64.31 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38°46'17" AND A LONG CHORD OF NORTH 47°49'05" WEST 42.69 FEET; (38) NORTH 67°12'14" WEST 30.51 FEET; (39) NORTHWESTERLY 99.61 FEET ALONG A 133.72 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42°40'53" AND A LONG CHORD OF NORTH 45°51'47" WEST 97.32 FEET; (40) NORTH 24°31'21" WEST 30.12 FEET; (41) NORTHWESTERLY 61.74 FEET ALONG A 273.10 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°57'12" AND A LONG CHORD OF NORTH 30°59'57" WEST 61.61 FEET; (42) NORTH 37°28'33" WEST 20.28 FEET; (43) NORTHERLY 79.97 FEET ALONG A 65.40 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 70°03'24" AND A LONG CHORD OF NORTH 2°26'51" WEST 75.08 FEET; (44) NORTH 32°34'51" EAST 61.85 FEET; (45) NORTHERLY 4.17 FEET ALONG A 4.35 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 54°54'55" AND A LONG CHORD OF NORTH 5°07'24" EAST 4.01 FEET; (46) NORTH 22°20'04" WEST 44.62 FEET; (47) NORTHERLY 41.59 FEET ALONG A 59.20 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 40°14'52" AND A LONG CHORD OF NORTH 2°12'38" WEST 40.74 FEET; (48) NORTH 17°54'48" EAST 63.72 FEET; (49) NORTHERLY 6.30 FEET ALONG A 12.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°03'44" AND A LONG CHORD OF NORTH 2°52'56" EAST 6.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 75.07 ACRES.

LESS & EXCEPTING THEREFROM, THE FOLLOWING THREE PARCELS:
PARCELS 16, 17 AND 18, PER THE HIGHLANDS, RESIDENTIAL SUBDIVISION, FINAL PLAT, PHASE 1, RECORDED JULY 1, 2026, ENTRY NO. 575818, BOOK 1563, PAGE 1209 IN THE OFFICE OF THE WASATCH COUNTY RECORDER

PARCEL 16, CONTAINING 4.06 ACRES
PARCEL 17, CONTAINING 7.61 ACRES
PARCEL 18, CONTAINING 4.01 ACRES

TOTAL LESS & EXCEPTING 15.68 ACRES

THE OVERALL ACREAGE IS 59.39 ACRES.

LINE & CURVE TABLES

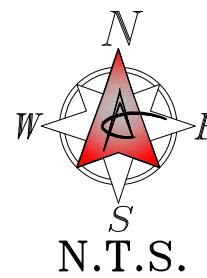
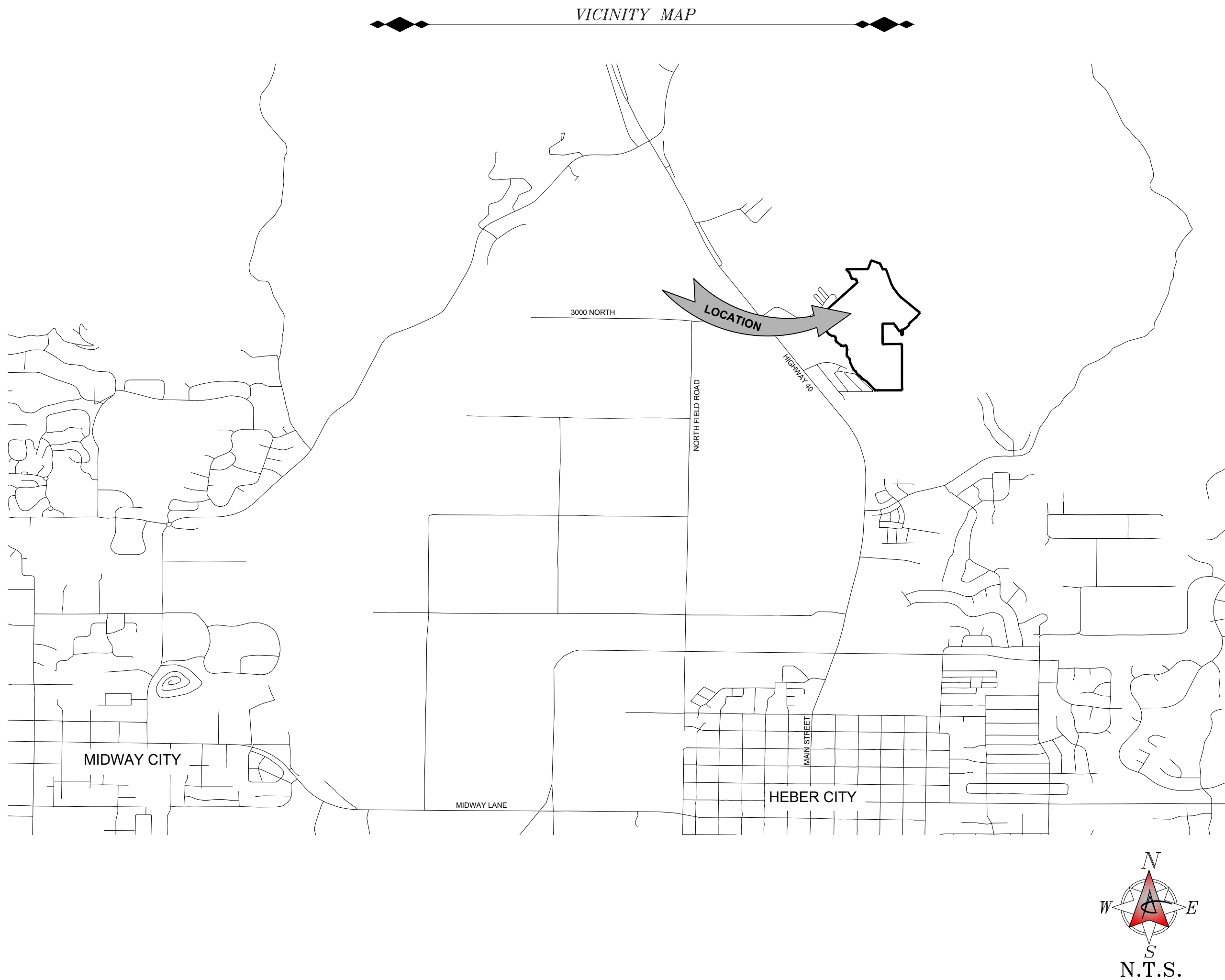
Line Table			
Line #	Length	Direction	
L1	10.92	S17° 22' 52"E	
L2	68.81	S38° 49' 19"E	
L3	47.85	S73° 42' 15"E	
L4	51.86	N59° 30'08"E	
L5	33.28	S63° 47' 56"E	
L6	47.57	S79° 38' 49"E	
L7	37.83	S16° 45' 36"E	
L8	52.83	S22° 44' 49"W	
L9	91.64	S12° 42' 25"E	
L10	168.84	S44° 39' 47"E	
L11	122.94	S30° 01' 06"E	
L12	33.06	S42° 33' 26"E	
L13	134.12	S0° 32' 12"E	
L14	162.09	N89° 59' 56"W	
L15	8.45	N0° 21' 55"E	
L16	13.83	N89° 59' 59"W	
L17	93.00	S0° 21' 55"W	
L18	164.34	N89° 59' 59"W	
L19	158.50	S41° 14' 43"W	
L20	52.06	N48° 45' 17"W	
L21	10.00	N48° 45' 17"W	
L22	85.00	S41° 14' 46"W	
L23	50.69	S48° 45' 17"E	
L24	121.14	S41° 14' 56"W	
L25	24.56	N56° 31' 55"W	
L26	32.66	N35° 05' 45"W	
L27	31.01	N62° 27' 02"W	
L28	46.48	N28° 15' 28"W	
L29	30.70	N49° 35' 23"W	
L30	161.09	N23° 57' 01"W	
L31	27.79	N0° 55' 28"E	
L32	94.27	N40° 13' 25"W	
L33	78.23	N7° 08' 37"E	
L34	115.57	N7° 19' 18"W	
L35	41.25	S69° 48' 41"W	
L36	25.44	N43° 47' 57"W	
L37	16.21	N46° 24' 33"W	
L38	49.88	N6° 39' 30"E	
L39	27.75	N68° 46' 04"W	
L40	41.08	N77° 14' 16"W	
L41	38.81	N53° 38' 47"W	
L42	39.08	N28° 25' 57"W	
L43	30.51	N67° 12' 14"W	
L44	30.12	N24° 31' 21"W	
L45	20.28	N37° 28' 33"W	
L46	61.85	N32° 34' 51"E	
L47	44.62	N22° 20' 04"W	
L48	63.72	N17° 54' 48"E	

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	66.25	177.03	21°26'27"	S28° 06' 06"E	65.86
C2	153.32	251.84	34°52'56"	S56° 15' 47"E	150.97
C3	102.18	125.11	46°47'37"	N82° 53' 56"E	99.36
C4	92.41	93.38	56°41'56"	N87° 51' 06"E	88.68
C5	17.42	62.98	15°50'53"	S71° 43' 23"E	17.36
C6	102.94	93.79	62°53'13"	S48° 12' 13"E	97.85
C7	75.16	386.33	11°08'48"	S22° 20' 00"E	75.04
C8	73.24	82.84	50°39'13"	S2° 34' 48"E	70.87
C9	109.27	176.59	35°27'14"	S5° 01' 12"W	107.54
C10	112.37	201.47	31°57'22"	S28° 41' 06"E	110.92
C11	36.20	141.62	14°38'41"	S37° 20' 26"E	36.10
C12	68.37	312.41	12°32'20"	S36° 17' 16"E	68.23
C13	9.55	684.07	0°48'00"	S42° 09' 26"E	9.55
C14	17.40	26.00	38°20'42"	N70° 49' 38"W	17.08
C15	52.18	139.48	21°26'10"	N45° 48' 50"W	51.88
C16	24.90	52.16	27°21'17"	N48° 46' 23"W	24.67
C17	59.68	100.00	34°11'34"	N45° 21' 15"W	58.80
C18	27.92	75.00	21°19'55"	N38° 55' 26"W	27.76
C19	89.92	200.95	25°38'22"	N36° 46' 12"W	89.18
C20	56.02	129.03	24°52'29"	N11° 30' 47"W	55.58
C21	13.67	19.04	41°08'53"	N19° 38' 58"W	13.38
C22	88.73	107.33	47°22'02"	N16° 32' 24"W	86.23
C23	25.17	99.68	14°27'55"	N0° 05' 21"W	25.10
C24	22.33	12.44	102°52'01"	N58° 45' 19"W	19.45
C25	126.93	109.54	66°23'22"	N76° 59' 38"W	119.94
C26	32.56	99.98	18°39'30"	N53° 07' 42"W	32.41
C27	45.58	162.73	16°02'54"	N54° 26' 00"W	45.43
C28	91.08	98.34	53°04'03"	N19° 52' 32"W	87.86
C29	4.32	3.28	75°25'34"	N31° 03' 17"W	4.01
C30	50.30	340.23	8°28'12"	N73° 00' 10"W	50.25
C31	51.44	124.93	23°35'29"	N65° 26' 31"W	51.08
C32	61.02	138.65	25°12'50"	N41° 02' 22"W	60.52
C33	43.52	64.31	38°46'17"	N47° 49' 05"W	42.69
C34	99.61	133.72	42°40'53"	N45° 51' 47"W	97.32
C35	61.74	273.10	12°57'12"	N30° 59' 57"W	61.61
C36	79.97	65.40	70°03'24"	N2° 36' 51"W	75.08
C37	4.17	4.35	54°54'55"	N5° 07' 24"E	4.01
C38	41.59	59.20	40°14'52"	N2° 12' 38"W	40.74
C39	6.30	12.00	30°03'44"	N2° 52' 56"E	6.22

SURVEYOR'S CERTIFICATE

I, SATTAR N. TABRIZ, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 155100 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-73-507, WAS MADE BY ME AND SHOWN HEREON AND IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT.

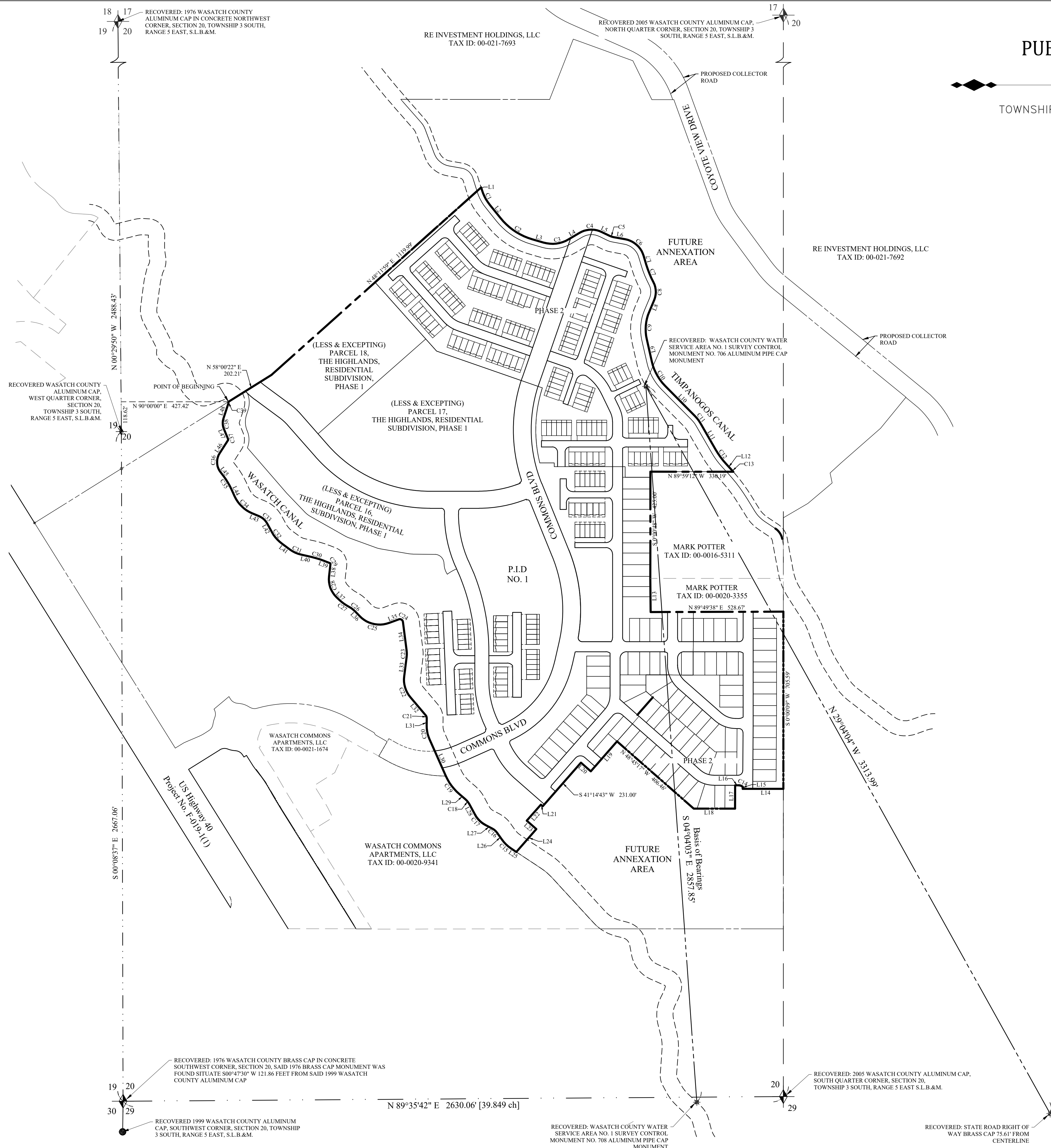
SATTAR N. TABRIZ, PLS.
UTAH LICENSE NO.: 155100



SHEET 1 OF 2

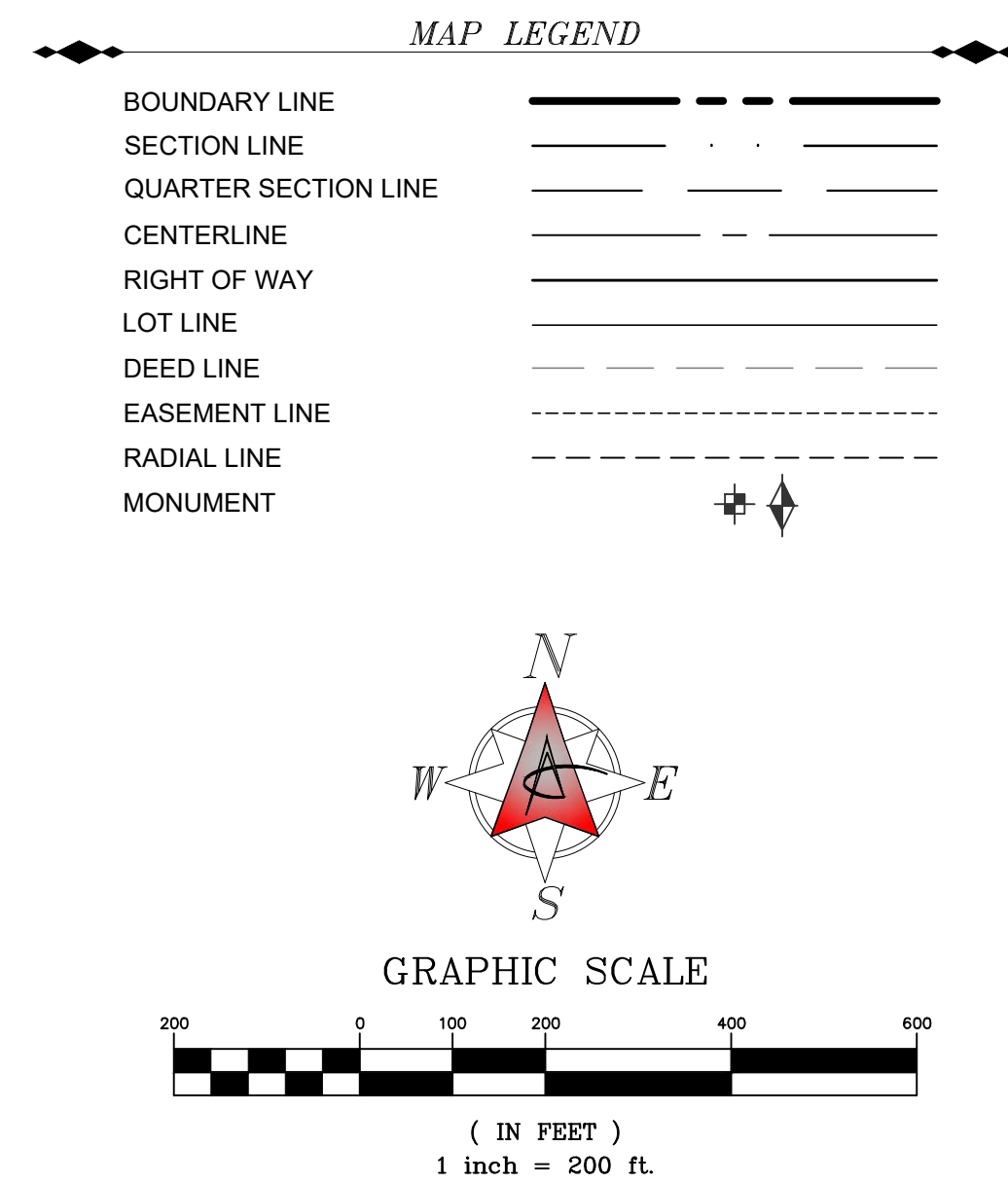
ACCEPTANCE BY PUBLIC INFRASTRUCTURE DISTRICT		ACCEPTANCE BY LEGISLATIVE BODY		WASATCH COUNTY SURVEYOR'S CERTIFICATE		COUNTY RECORDER	
THE TAVA-HIGHLANDS PUBLIC INFRASTRUCTURE DISTRICT BOARD, APPROVES & ACCEPTS THIS FINAL LOCAL ENTITY PLAT.		THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-73-507 OF THE UTAH CODE.		THIS OFFICE HAS REVIEWED THIS PLAT AND ACCEPTS THIS PLAT AS MEETING THE REQUIREMENTS OF UTAH CODE TITLE 17, CHAPTER 73, SECTION 507. PART 2.		STATE OF UTAH, COUNTY OF WASATCH, RECORDED AND FILED	
THIS _____ DAY OF _____, A.D. 20____.		THIS _____ DAY OF _____, A.D. 20____.		THIS _____ DAY OF _____, A.D. 20____.		AT THE REQUEST OF: _____	
NAME _____ TITLE _____		MAYOR _____ CLERK-RECORDER _____		WASATCH COUNTY SURVEYOR _____		DATE _____ TIME _____ BOOK _____ PAGE _____	
						FEES _____	

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TAVA-HIGHLANDS PUBLIC INFRASTRUCTURE DISTRICT NO. 1 FINAL LOCAL ENTITY PLAT

LOCATED WITHIN SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH



DRAWN BY: MM
FIELD CREW: BM
CHECKED BY: SNT
DATE: 12/09/25

CLIENT: DR HORTON
DWG: PID 1.DWG
JOB NO: 3891-
REVISIONS AND NOTES TAKE PRECEDENCE OVER SCALE.

TAVA-HIGHLANDS
PUBLIC INFRASTRUCTURE DISTRICT NO. 1
FINAL LOCAL ENTITY PLAT
LOCATED WITHIN SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

REVISIONS		
No.	DATE	BY

Salt Lake City Office tel (801) 487-8040
231 WEST 800 SOUTH fax (801) 487-8668
Salt Lake City, Utah 84101

Ward Engineering Group
Planning • Engineering • Surveying

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TAVA-HIGHLANDS
PUBLIC INFRASTRUCTURE DISTRICT NO. 2
FINAL LOCAL ENTITY PLAT

LOCATED WITHIN SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

LEGAL DESCRIPTION

PID #2

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT BEING SOUTH 0°08'37" EAST 488.17 FEET ALONG THE SECTION LINE AND EAST 1885.12 FEET FROM THE WASATCH COUNTY SURVEY ALUMINUM PIPE CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS);
AND RUNNING THENCE EAST 70.00 FEET; THENCE SOUTH 70.00 FEET; THENCE WEST 70.00 FEET; THENCE NORTH 70.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.11 ACRES.

LINE TABLE

Line Table		
Line #	Length	Direction
L1	70.00	N90° 00' 00"E
L2	70.00	S0° 00' 00"E
L3	70.00	N90° 00' 00"W
L4	70.00	N0° 00' 00"E

SURVEYOR'S CERTIFICATE

I, SATTAR N. TABRIZ, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 155100 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-73-507, WAS MADE BY ME AND SHOWN HEREON AND IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT.

SATTAR N. TABRIZ, PLS.
UTAH LICENSE NO.: 155100

VICINITY MAP



ACCEPTANCE BY PUBLIC INFRASTRUCTURE DISTRICT

THE TAVA-HIGHLANDS PUBLIC INFRASTRUCTURE DISTRICT BOARD, APPROVES & ACCEPTS THIS FINAL LOCAL ENTITY PLAT.

THIS ____ DAY OF _____, A.D. 20____.

NAME

TITLE

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-73-507 OF THE UTAH CODE.

THIS ____ DAY OF _____, A.D. 20____.

MAYOR

CLERK-RECORDER

WASATCH COUNTY SURVEYOR'S CERTIFICATE

THIS OFFICE HAS REVIEWED THIS PLAT AND ACCEPTS THIS PLAT AS MEETING THE REQUIREMENTS OF UTAH CODE TITLE 17, CHAPTER 73, SECTION 507. PART 2.

THIS ____ DAY OF _____, A.D. 20____.

WASATCH COUNTY SURVEYOR

COUNTY RECORDER

STATE OF UTAH, COUNTY OF WASATCH, RECORDED AND FILED
AT THE REQUEST OF: _____
RECORD NO. _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEES

TAVA-HIGHLANDS
PUBLIC INFRASTRUCTURE DISTRICT NO. 2
FINAL LOCAL ENTITY PLAT

LOCATED WITHIN SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

REVISIONS

REVISION

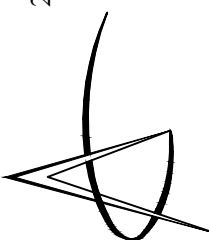
BY

DATE

NO.

Salt Lake City Office tel (801) 487-8040
231 WEST 800 SOUTH fax (801) 487-8668
Salt Lake City, Utah 84101

Ward Engineering Group
Planning • Engineering • Surveying



DRAWN BY: MM
FIELD CREW: BM
CHECKED BY: SNT

DATE: 12/09/25

CLIENT: DR HORTON
DWG: PID 1.DWG
JOB NO: 3891

NOTES: THIS PLAT IS REPRODUCED IF LESS THAN 24" X 36" SCALE. DIMENSIONS AND NOTES TAKE PRECEDENCE OVER SCALE.

LOCATED WITHIN SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

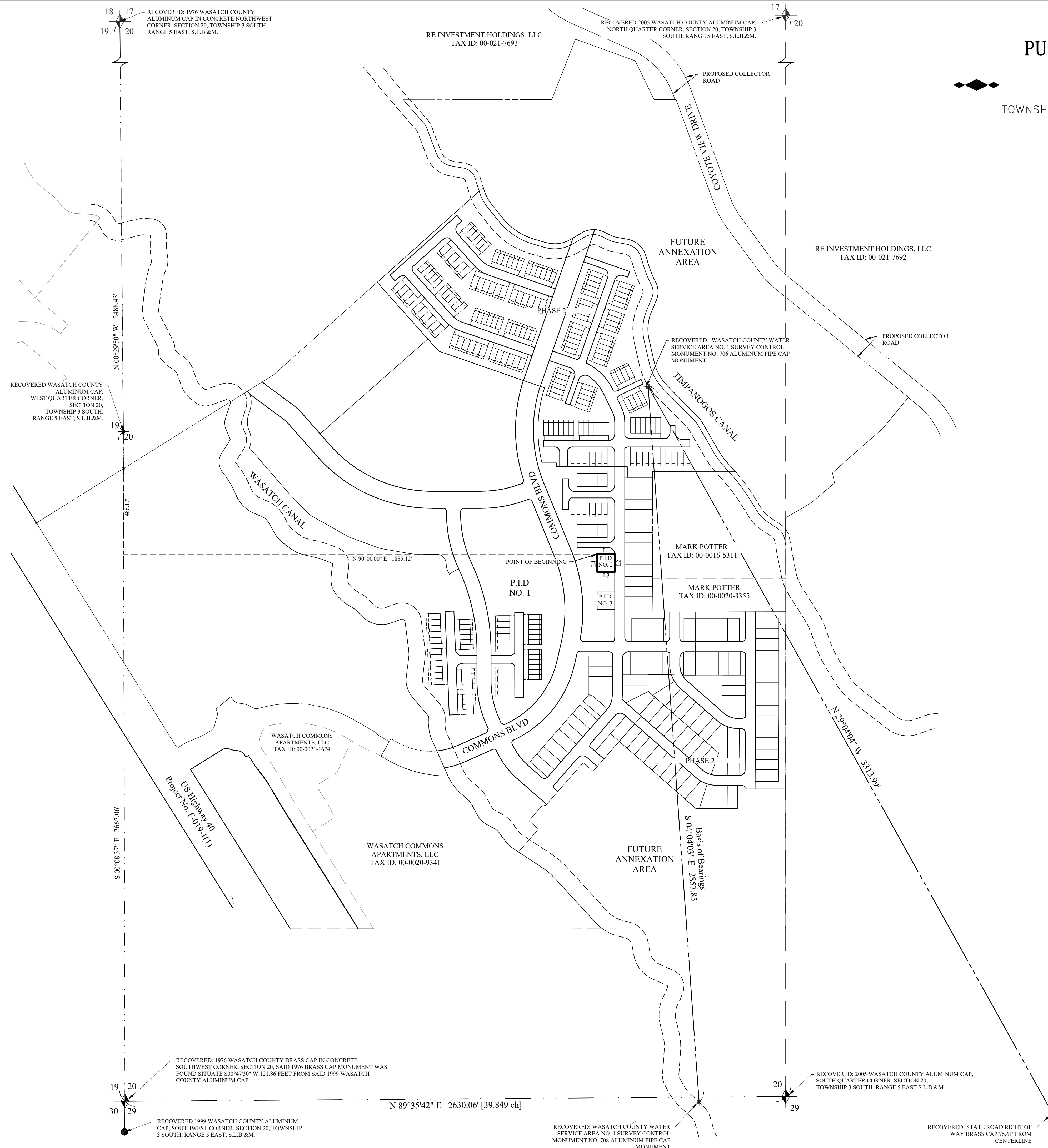
FIELD CREW: **BM**
CHECKED BY: **SNT**
DATE: **12/09/25**

PUBLIC INFRASTRUCTURE DISTRICT NO. 2
FINAL LOCAL ENTITY PLAN
LOCATED WITHIN SECTION 20,
SHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

Salt Lake City, Utah 84101

Ward Engineering Group

Planning • Engineering • Surveying



SHEET 2 OF 2

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TAVA-HIGHLANDS
PUBLIC INFRASTRUCTURE DISTRICT NO. 3
FINAL LOCAL ENTITY PLAT

LOCATED WITHIN SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

LEGAL DESCRIPTION

PID #3

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT BEING SOUTH 0°08'37" EAST 658.17 FEET ALONG THE SECTION LINE AND EAST 1884.69 FEET FROM THE WASATCH COUNTY SURVEY ALUMINUM PIPE CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS);
AND RUNNING THENCE EAST 70.00 FEET; THENCE SOUTH 70.00 FEET; THENCE WEST 70.00 FEET; THENCE NORTH 70.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.11 ACRES.

LINE TABLE

Line Table		
Line #	Length	Direction
L1	70.00	N90° 00' 00"E
L2	70.00	S0° 00' 00"E
L3	70.00	N90° 00' 00"W
L4	70.00	N0° 00' 00"E

SURVEYOR'S CERTIFICATE

I, SATTAR N. TABRIZ, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 155100 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT A FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-73-507, WAS MADE BY ME AND SHOWN HEREON AND IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT.

SATTAR N. TABRIZ, PLS.
UTAH LICENSE NO.: 155100

VICINITY MAP



ACCEPTANCE BY PUBLIC INFRASTRUCTURE DISTRICT

THE TAVA-HIGHLANDS PUBLIC INFRASTRUCTURE DISTRICT BOARD, APPROVES & ACCEPTS THIS FINAL LOCAL ENTITY PLAT.

THIS ____ DAY OF _____, A.D. 20____.

NAME

TITLE

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS FINAL LOCAL ENTITY PLAT, IN ACCORDANCE WITH SECTION 17-73-507 OF THE UTAH CODE.

THIS ____ DAY OF _____, A.D. 20____.

MAYOR

CLERK-RECORDER

WASATCH COUNTY SURVEYOR'S CERTIFICATE

THIS OFFICE HAS REVIEWED THIS PLAT AND ACCEPTS THIS PLAT AS MEETING THE REQUIREMENTS OF UTAH CODE TITLE 17, CHAPTER 73, SECTION 507. PART 2.

THIS ____ DAY OF _____, A.D. 20____.

WASATCH COUNTY SURVEYOR

COUNTY RECORDER

STATE OF UTAH, COUNTY OF WASATCH, RECORDED AND FILED
AT THE REQUEST OF: _____
RECORD NO. _____

DATE ____ TIME ____ BOOK ____ PAGE ____

FEES

TAVA-HIGHLANDS
PUBLIC INFRASTRUCTURE DISTRICT NO. 3
FINAL LOCAL ENTITY PLAT
LOCATED WITHIN SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

REVISIONS

BY

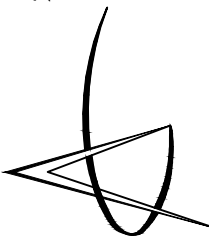
REVISION

DATE

NO.

Salt Lake City Office tel (801) 487-8040
231 WEST 800 SOUTH fax (801) 487-8668
Salt Lake City, Utah 84101

Ward Engineering Group
Planning • Engineering • Surveying



DRAWN BY: MM
FIELD CREW: BM
CHECKED BY: SNT
DATE: 12/09/25

CLIENT: DR HORTON
DWG: PID 1.DWG
JOB NO: 3891

THIS PLAT IS REPRODUCED IF LESS THAN 24" X 36" SCALE.
DIMENSIONS AND NOTES TAKE PRECEDENCE OVER SCALE.

TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

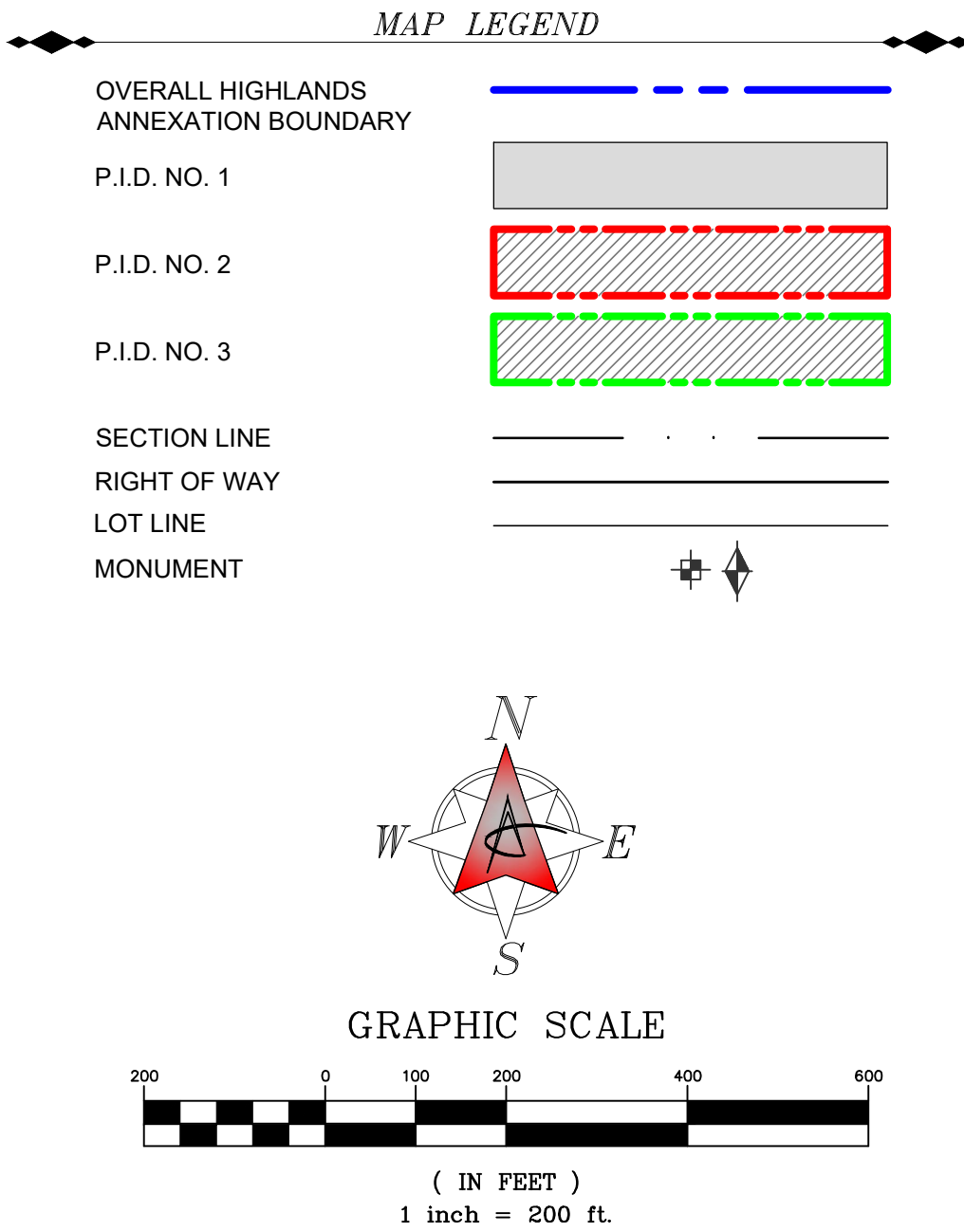
Ward Engineering Group
Planning • Engineering • Surveying

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TAVA-HIGHLANDS
PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-3
ANNEXATION AREA EXHIBIT

LOCATED WITHIN SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH



DRAWN BY: MM
FIELD CREW: BM
CHECKED BY: SNT
DATE: 07/03/26

CLIENT: DR HORTON
DWC: SURVEY BASE
JOB No: 3891
JOB No: 3891
DIMENSIONS AND NOTES TAKE PRECEDENCE OVER SCALE.

TAVA-HIGHLANDS
PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-3
ANNEXATION AREA EXHIBIT
LOCATED WITHIN SECTION 20,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

REVISIONS		
No.	DATE	BY

Salt Lake City Office tel (801) 487-8040
231 WEST 800 SOUTH fax (801) 487-8668
Salt Lake City, Utah 84101
Ward Engineering Group
Planning • Engineering • Surveying

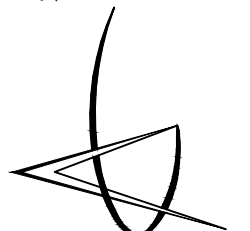


EXHIBIT D

Disclosure Notice

NOTICE: This Development is located within the Tava-Highlands Public Infrastructure District Nos. 1-3.

The Districts are authorized to impose a property tax of 0.005 per dollar of taxable value.

Under the maximum property tax rate of the Districts, for every \$100,000 of taxable value, there would be an additional annual property tax of \$500 for the duration of the Districts' Bonds.

EXHIBIT E

Enhanced Improvements

The Districts shall include the following enhanced improvements that directly benefit residents of the Districts and Heber City:

- **College Way Improvements**
 - Contribution of District funds to the City for the design and construction of the College Way roadway segment, filling an existing gap in the City's transportation plan for which no other funding source is currently available, and providing enhanced connectivity for District residents and the public to the UDOT highway, the arts center, and adjacent retail areas.
- **Highland Park Improvements**
 - Installation of enhanced playground equipment, including swings with an infant swing and an all-abilities swing; additional shade structures and bench placement; and replacement of wood-chip surfacing with poured-in-place rubber safety surfacing.
- **Dog Park Improvements**
 - Construction of a gravel walking path along the perimeter of the dog park and installation of a large shade structure and benches.

TAVA-HIGHLANDS

Public Infrastructure District Nos. 1–3

Heber City, Utah

Presented by: Forestar (USA) Real Estate Group Inc.

Heber City Council | September 1, 2026

Governing Document Approval

**THE
HIGHLANDS
DEVELOPMENT**

Wasatch County
Heber City, Utah



Forestar (USA) & DR Horton

Nationally Proven. Locally Invested

FORESTAR OVERVIEW



Forestar Group Inc. ("Forestar" or "FOR") is a highly differentiated, pure-play, residential lot developer for the affordably-priced single-family home market

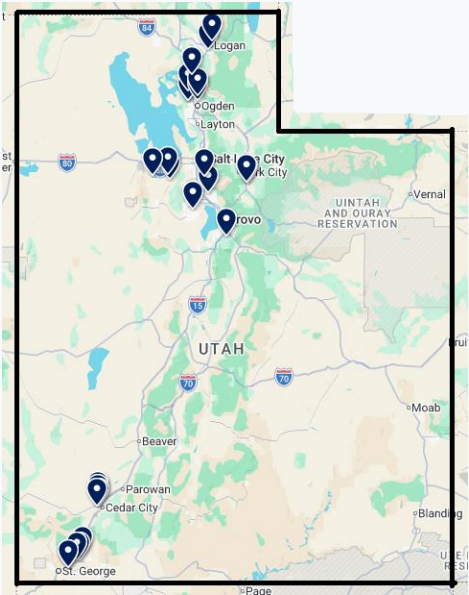


(1) As of March 31, 2020

- RETURNS FOCUSED Track record of solid operational results
- PRUDENT Fully-entitled projects with short durations
- DISCIPLINED Investing capital across a diverse, national footprint which mitigates risk
- STRATEGIC Strong relationship with D.R. Horton, the nation's largest homebuilder
- EFFICIENT Capturing market share while maintaining a low overhead model
- STRONG LIQUIDITY Balance sheet provides financial and operational flexibility
- LEADERSHIP Proven management team with significant land development experience



As of March 31, 2026



Overall Development Plan — 116.26 Acres, 811 Total Units



HIGHLANDS RESIDENTIAL DEVELOPMENT SUMMARY

AREA= 116.26 AC. ERU's= 579 (TOTAL AFFORDABLE HOUSING ERU's= 51)

DR HORTON

	UNITS	UNIT SF	ERUS/UNIT	ERUs
SINGLE FAMILY RESIDENTIAL ALTA LOTS WITH ALTA HOME (40.5x33)	112	1,600 SF	0.75	84.0
SINGLE FAMILY RESIDENTIAL COTTAGE LOTS WITH COTTAGE HOME (46.5x33)	93	2,091 SF	1.0	93.0
STACKED FLATS				
1 BEDROOM	108	750 SF	0.33	35.6
2 BEDROOM	105	1,150 SF	0.50	52.5
3 BEDROOM	22	1,350 SF	0.75	16.5
TOWNHOMES - OLIVER	77	2,047 SF	1.0	77.0
TOWNHOMES - MILLBROOK	161	1,600 SF	0.75	120.75
TOWNHOMES - DALTON	133	1,399 SF	0.75	99.75
TOTAL UNITS = 811				TOTAL ERUs = 579.1C

STACKED FLATS SUMMARY				
SQ FT	UNITS	ERUs/UNIT	ERUs	
<800	108	0.33	35.6	
800-1100	105	0.50	52.5	
1100-1300	22	0.75	16.5	
>1300	0	1.00	0.0	
GRAND TOTAL	235		104.6	

LEGEND:

	HIGHLANDS PONDS
	ACCESS DRIVES
	RIPRAP CHANNEL
	PROPOSED ASPHALT
	PROPOSED CONCRETE SIDEWALK

All maps and images represented are conceptual and illustrative, should not be relied on for any purpose and are subject to change without notice or liability to any person or party. The Developer and its affiliates, at its sole discretion and without notice, reserves the right to change and remove any and all elements of the amenities, land uses, development, scale, phasing and timing of construction. Market conditions and the number of closed homes will determine any amenity timing and final footprint. Homeowner HOA dues provide access to designated amenities and are subject to change per the governing documents.

UNIT SUMMARY

Alta Lots (SF) approx. 1,600 SF

112 units 0.75 ERU

Cottage Lots (SF) approx. 2,091 SF

93 units 1.0 ERU

TH – Oliver approx. 2,047 SF

77 units 1.0 ERU

TH – Millbrook approx. 1,600 SF

161 units 0.75 ERU

TH – Dalton approx. 1,399 SF

133 units 0.75 ERU

Stacked Flats * 750–1,350 SF

235 units 0.33–0.75

TOTAL: 811 units | 576 units in PID

Why a PID? Public Need & Benefits

THE NEED

~\$31,000,000

Estimated Public Infrastructure Cost



BENEFITS

College Way Improvements

City has a gap in their transportation plan, the PID can help fill that gap

Park Improvements

Additional shade structures and features in both the public and dog parks

Maintain Lower Home Prices

Infrastructure costs would have to shift from the PID to the home price

Attainable Housing

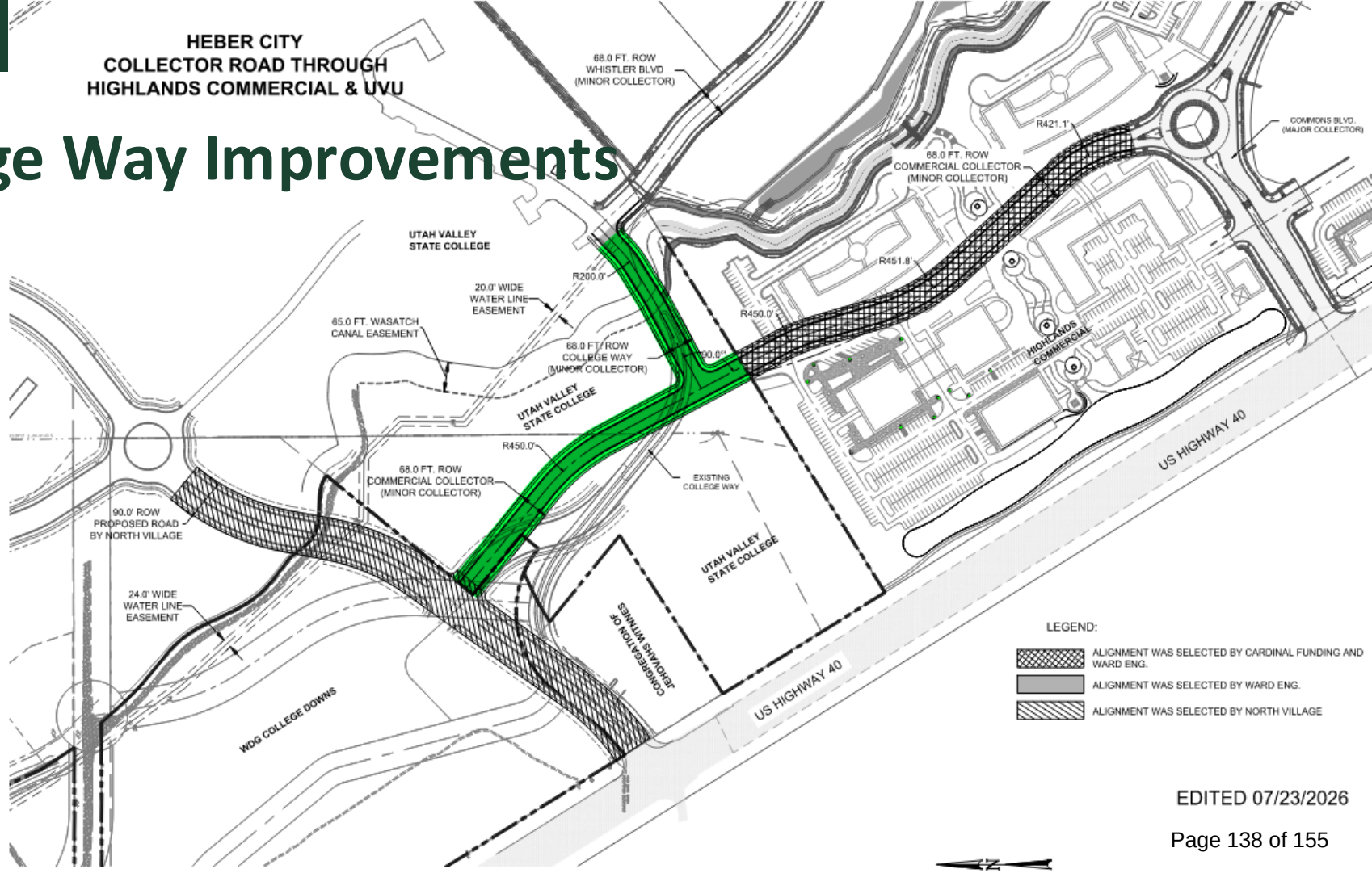
PID has no negative impact on the deed restricted affordable housing units

No City Liability

PID debt does not create any financial liability or obligation for Heber City

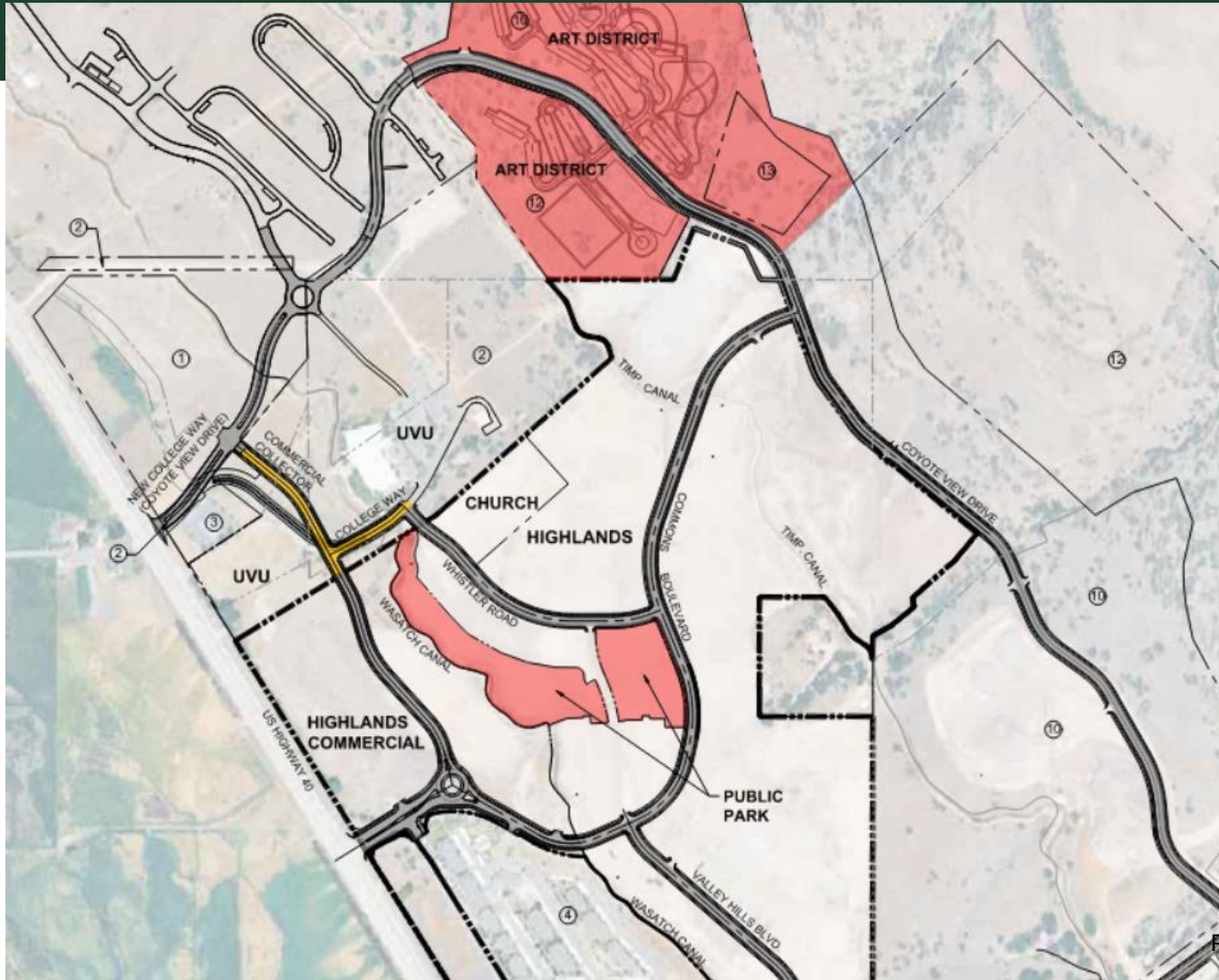
HEBER CITY
COLLECTOR ROAD THROUGH
HIGHLANDS COMMERCIAL & UVU

College Way Improvements



EDITED 07/23/2026

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HIGHLANDS

CENTRAL PARK CONCEPTUAL PLAN

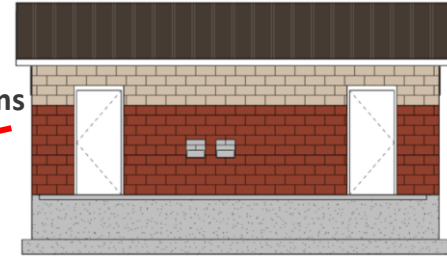
Total Park Acreage: 7.3 AC
1.24 Miles of Trails, Paths & Walks

Graphic is conceptual to show amenity offerings and approximate programmatic element placement. Exact amenity location and element/material detail can be found on the landscape and civil plans.

Pickleball Courts (2)



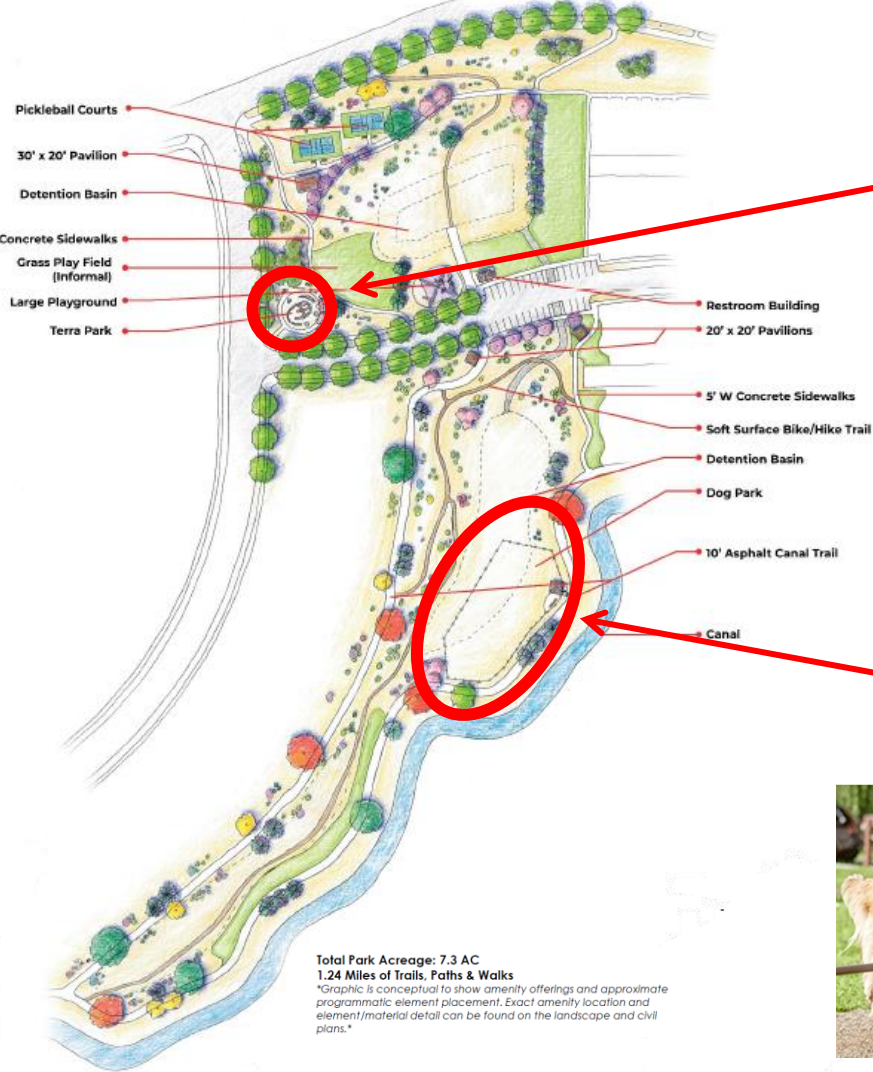
Restrooms



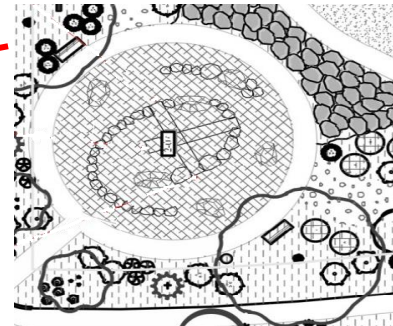
Playground Area 4,800 sf.



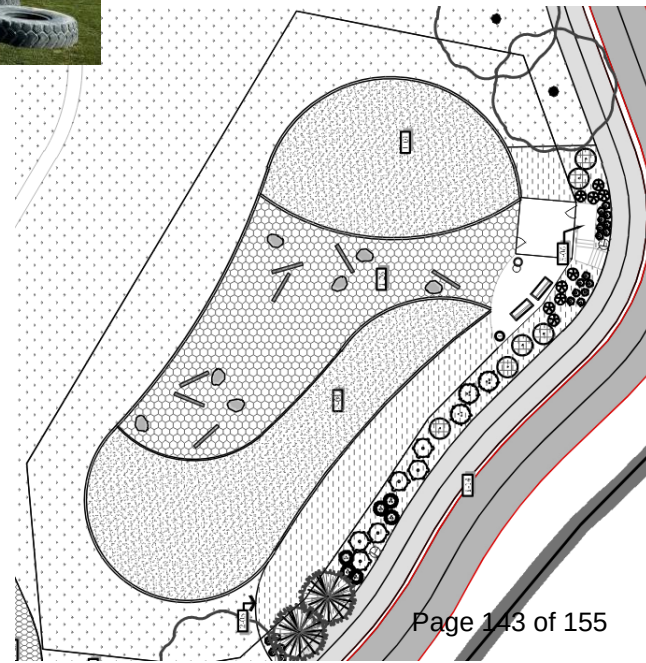




Terra Park



Dog Park





Public Project

In line with Heber City's PID Policy, the city will receive 10% of the net bond proceeds of the PID that can be used for a public project. This is what we propose:

College Way Improvements - \$1,600,000

- Currently there is a gap in the city transportation plan.
- There are no funds available to build this section of road.
- Provides great connectivity for the community and the public to UDOT Highway, Arts Center, retail, and trailhead.
- This includes the \$276,453 DR Horton has already paid

Highland Park Improvements - \$400,000

- Added Equipment: Swings with baby swing and all-abilities swing
- Added Shade Structures and Benches
- Rubber Floor in place of wood chips

Dog Park Improvements - \$70,000

- Added gravel walking path along the outside
- Added Large Shade Structure and Benches

Total Improvements - \$2,070,000



Cost Benefit to the Homeowner — Townhome Product

WITHOUT A PID		WITH A PID	
Purchase Price	\$489,990	Purchase Price	\$449,990
Down Payment (20%)	\$97,998	Down Payment (20%)	\$89,998
Loan / Rate	\$391,992 @ 6.75%	Loan / Rate	\$359,992 @ 6.75%
Principal & Interest	\$2,542.45 / mo	Principal & Interest	\$2,334.90 / mo
Property Tax	\$208.93 / mo	Property Tax	\$294.99 / mo
Total Monthly Payment	\$2,751.38	Total Monthly Payment	\$2,629.89

THE HOMEOWNER’S BOTTOM LINE

\$8,000

less cash due at closing

~\$122 / mo

lower total monthly payment

~\$1458 / yr

in annual savings

~\$43,740

Savings over 30 yrs

The PID levy is temporary — when the bonds are repaid, the levy ends and the homeowner keeps the lower-priced home and mortgage.

A Townhome at its marketed price; 30-yr fixed at 6.75%, 20% down; Utah primary-residence taxable value = 55% of market value. With-PID price reflects ~\$40,000 of infrastructure funded by the PID rather than built into the purchase price.

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Cost Benefit to the Homeowner — Single Family Product

WITHOUT A PID		WITH A PID	
Purchase Price	\$694,990	Purchase Price	\$654,990
Down Payment (20%)	\$138,998	Down Payment (20%)	\$130,998
Loan / Rate	\$555,992 @ 6.75%	Loan / Rate	\$523,992 @ 6.75%
Principal & Interest	\$3,606.15 / mo	Principal & Interest	\$3,398.60 / mo
Property Tax	\$296.34/ mo	Property Tax	\$429.38 / mo
Total Monthly Payment	\$3,902.49	Total Monthly Payment	\$3,827.98

THE HOMEOWNER’S BOTTOM LINE

\$8,000

less cash due at closing

~\$75 / mo

lower total monthly payment

~\$894 / yr

in annual savings

~\$26,822

Savings over 30 yrs

The PID levy is temporary — when the bonds are repaid, the levy ends and the homeowner keeps the lower-priced home and mortgage.

A Single Family at its marketed price; 30-yr fixed at 6.75%, 20% down; Utah primary-residence taxable value = 55% of market value. With-PID price reflects ~\$40,000 of infrastructure funded by the PID rather than built into the purchase price.

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Affordable Housing

Home Price Based off Monthly Payment

Homeowners qualify based on how much they can afford to pay per month

Payment Calculation Includes, HOA, Taxes, PID Tax, Insurance, Utilities, and Mortgage

Family of 4 AMI - \$136,200*
Examples

60% AMI - \$81,720

Total Maximum Monthly Payment - **\$1,812**

Includes, HOA, Taxes, PID Tax, Insurance, Utilities, and Mortgage

Home Price - \$184,224 with PID

Home Price - \$190,702 without PID

80% AMI - \$108,960

Total Maximum Monthly Payment - **\$2,493**

Includes, HOA, Taxes, PID Tax, Insurance, Utilities, and Mortgage

Home Price - \$285,693 with PID

Home Price - \$295,715 without PID

The Builder's Deed-Restricted Obligation

≤ 60% AMI	~11 units	≈ \$184,224
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≤ 80% AMI	~44 units	≈ \$285,693
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With in the Development agreement, DR Horton has committed to providing 55 affordable housing units. DR Horton is losing roughly **\$155,000 per home** or \$8.5M overall.

Wasatch County School Teachers
\$72k - \$108k (Steps 1-20)

Heber City Police Officers
Avg. \$86,770

Heber City Employees

Financial Plan Overview

Preliminary Financing Analysis for LTGO PID Bonds prepared by Wells Fargo Securities (April 2026) — subject to final market conditions at time of issuance.

5 Mills

Max Debt Mill Levy
(per \$1 taxable value)

\$0.005

Max Rate
(\$500 per \$100,000 taxable value)

\$22.6M

Estimated Aggregate
Par Amount – New Money Bonds

Issuance Year	District	Par Amount (New Money Bonds)	Final Maturity	Financing Strategy	Rating Assumption (Senior Bonds)
2026	PID No. 1	\$10,925,000	2056	New money only	Non-rated
2028	PID No. 2/3	\$9,110,000	2058	New money only	Non-rated
2031	PID No. 1	\$1,330,000	2061	New money & refinancing	Investment Grade
2033	PID No. 2/3	\$1,235,000	2063	New money & refinancing	Investment Grade

All bonds tax-exempt. Capitalized interest covers early years. Debt Service Reserve Fund established at closing.

Itemized Overview

Estimated values. Could change due to market conditions

City Projects	Total - \$ 2,070,000
College Way Improvements	\$ 1,600,000
Dog Park Improvements	\$ 70,000
Public Park Improvements	\$ 400,000
Administration	Total - \$ 50,000
Accounting	\$ 15,000
Audit	\$ 10,000
Insurance	\$ 5,000
Legal/District Management	\$ 20,000

Public Infrastructure	Total - \$ 31,261,870
Grading/Misc	\$ 3,881,270
Wet Utilities	\$ 17,475,140
Dry Utilities	\$ 7,570,710
Roadways	\$ 2,334,750

- The PID will only cover about \$20M of the \$31M of Public Infrastructure.
- There is roughly \$75,000,000 of infrastructure (private and public) in the entire project.

Proposed Mill Levy: Comparison & Impact

*The Highlands/Tava PID is no different than the other PIDs approved by the city

2025 CERTIFIED TAX RATES — HEBER AREA	
Wasatch County	0.001156
MCAT & County A&C Levies	0.000126
Wasatch Co. School District	0.006294
Heber City	0.000770
Fire Protection SSD	0.000420
Wasatch Co. SSD No. 21	0.000157
Central Utah Water CD	0.000380
Current Total Tax Rate	0.009303
Proposed Tava-Highlands PID	0.005000
Proposed New Total Rate	0.014303

COMPARABLE PID TAX RATES

Harvest Village PID	0.005
Jordanelle Ridge PID	0.005
Black Rock Mt. Resort PID	0.010
Wakara Ridge PID	0.001
DV Snow Park PID Nos. 1–3	up to 0.015
MIDA Cormont PID	0.020

IMPACT ON HOMEOWNER

At 5 mills: approx. \$500 per \$100,000 of taxable value annually
(e.g., ~\$1,650/year on a \$330,000 assessed taxable value for a \$600,000 home)

Property Owner Protections & Required Disclosures

100% Owner Consent

The Petitioner (Forestar) represents 100% of surface property owners within the proposed district boundaries and has executed the Petition with full notarized consent.

DR Horton has experience with PIDs

DR Horton currently has another community with a PID in Salem, UT. They post notices in the sales office and have disclosures to educate future homebuyers.

Mill Levy Cannot Be Increased

The maximum mill levy of 5 mills is set in the Governing Document and cannot be increased without a full Governing Document Amendment approved by City Council — regardless of project success or failure.

Recorded Notice on Property

Two notices are recorded against property in the Districts: the statutory boundary-action documents (Utah Code §17B-1-215(2)), and the Governing Document §X.A disclosure notice

Buyer: «BUYERS FULL NAMES LIST» / Subdivision: «PROJECT CODE» «PROJECT NAME» / Lot: «PLAT LOT» / BUND: «LOT NUMBER» / Address: «LOT ADDRESS LINE» / Sales Rep: «SALES REP NAME» / Date: «CURRENT DATE»

DISCLOSURE REGARDING VIRIDIAN FARM PUBLIC INFRASTRUCTURE DISTRICT NO. 1

This Disclosure Regarding Viridian Farm Public Infrastructure District No. 1 ("Disclosure") is attached to and forms part of the Purchase and Sale Agreement ("Agreement") executed by and between Buyer and Seller for the purchase of the Property described in the Agreement. Any capitalized terms not otherwise defined herein shall have the meanings as set forth in the Agreement. If there is a conflict between the Agreement and the terms and provisions of this Disclosure, the terms and provisions of this Disclosure shall control.

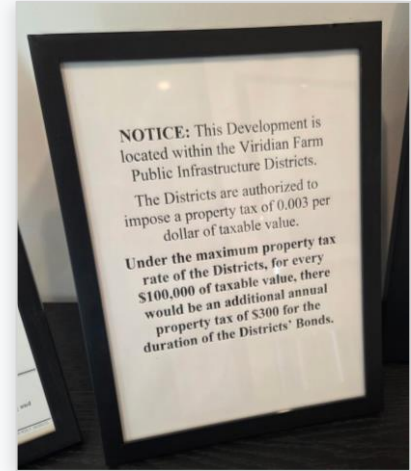
Buyer is hereby notified that the Property is located within the boundaries of Viridian Farm Public Infrastructure District No. 1 ("District"). The District is authorized to impose a property tax of 0.003 per dollar of taxable value.

Under the maximum property rate of the District, for every \$100,000 of taxable value, there would be an additional annual property tax of \$300 for the duration of the District's Bonds.

By signing below, Buyer is acknowledging that Buyer has read, reviewed, and approved the contents of this Disclosure. All other terms and conditions of the Agreement remain unchanged.

BUYERS:
«BUYER SIGNATURE LINE BELOW BLOCK»
«COBUYERS SIGNATURE LINES BELOW BLOCK»

SELLER:
«SELLER NAME SIGNATURE LINE BELOW BLOCK»



Annual Notice

Annual written notice to all property owners disclosing the maximum rate, the current year's rate, where budgets and financials are posted, and Board contact information (Governing Document §X.C).

Buyer Disclosure

Governing Document on file with City; signed disclosure on a separate colored page stating the maximum impact of '500 per \$100,000 of taxable value' (§X.B; Exhibit D posted in model homes).

Process to Date & Next Steps



March 26, 2026

LOI & Petition Submitted

Forestar submitted Letter of Intent, Petition (100% owner consent), and Final Local Entity Plats to Heber City



May 19, 2026

Meeting with Heber City DAC

District Advisory Committee review



June 3, 2026

Governing Document Submission

Draft Governing Document submitted for City review; WBA, PC serving as general counsel to the Districts



June 16, 2026

City Council Working Session

Governing Document presented to City Council for discussion and feedback



July 7, 2026

Public Hearing



September 1, 2026

City Council Consideration of Resolution

City Council votes to approve Governing Document and create Tava-Highlands PID Nos. 1–3



2026

Bond Issuance (Series 2026)

Closing of 2026 bond issuance with proceeds to fund Phase 1-4 infrastructure

Key Takeaways

For Heber City

- 576-home Highlands community, including 55 deed-restricted affordable homes
- College Way improvement funds plus Dog Park and Public Park upgrades
- A share of PID bond proceeds toward a City public project, consistent with the City's PID Policy
- No City liability for District debt – Governing Documents §VII.G

For Homebuyers

- ~\$40,000 of infrastructure financed by the PID instead of built into the purchase price
- Lower total monthly cost (~\$75-\$122/mo on the examples shown) and ~\$8,000 less cash at closing
- Less mortgage interest paid over the life of the loan; levy ends when the bonds are repaid

Built-In Protections

- 5-mill cap (\$500 per \$100,000 of taxable value) — changeable only by a Governing Document Amendment approved by City Council
- Recorded notices, signed buyer disclosures, and annual notice to owners
- Annual report to the City; Board seats transition to resident-elected as homes are occupied
- Districts dissolve upon repayment or defeasance of the bonds —
- Governing Document §IX

The Action Before Council

- Consider approval of the Governing Document for Tava-Highlands PID Nos. 1–3
- The Governing Document — not tonight's presentation — sets the binding limits on District powers, debt, and taxes

Public Hearing

Tava-Highlands Public Infrastructure District Nos. 1–3

Forestar (USA) Real Estate Group Inc. respectfully requests that the Heber City Council adopt a Resolution approving the Governing Document and creating Tava-Highlands Public Infrastructure District Nos. 1–3.

Applicant

**Forestar (USA)
Real Estate Group Inc.**

Justine Klinke, Region VP
Lehi, UT

General Counsel

WBA, PC

Blair Dickhoner
Betsy Russon
Lehi, UT

Bond Counsel

Gilmore & Bell

Randall Larsen
Aaron Wade
Salt Lake City, UT

Underwriter

Wells Fargo

Tom Wynne
Ryan Poulsen
Denver, CO

Financial Advisor

Tierra Financial

Evan Kist
Amanda Salome
Arlington, TX