

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

**January 7, 2025**

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

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

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

1. The Views on Main Development Agreement Term Sheet (Luke Kennard) - *45 min*
2. Food Truck Court at Midway Lane and 100 West (Jacob Roberts, Planner) - *20 min*
3. Automated License Plate Reader (ALPR) Camera System Trial Report and Council Direction (Parker Sever, Chief of Police) - *20 min*
4. Public Safety Report (Parker Sever, Chief of Police) - *10 min*
5. 2025 Department SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis (All Departments) - *10 min*

**II. BREAK - 10 MIN**

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

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

**IV. CONFLICT OF INTEREST DISCLOSURE:**

**V. CONSENT AGENDA:**

1. Approval of December 3, 2024, City Council Meeting Minutes and December 17, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Declaration of Surplus Equipment For Sale (Parker Sever, Chief of Police)
3. Mayoral Nominations for Planning Commission (Heidi Franco, Mayor)

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

**VII. GENERAL BUSINESS ITEMS:**

1. Heber City Committee Annual Reports: Planning Commission; Parks, Open Space, Trails Committee (POST); Historical Commission; and Airport Advisory Board (AAB)

(Committees) - 60 min

2. Affordable Housing Survey Overview (Tony Kohler, Community Development Director) - 15 min

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

1. Plourde Annexation Petition (Jacob Roberts, Planner) - 15 min
2. Review and Approval of Development Agreements for North Village Crossing and Harvest Village (Tony Kohler, Community Development Director, Jeremy Cook, City Attorney ) - 90 min

**IX. COMMUNICATION:**

**X. CLOSED MEETING:**

1. To Discuss the Purchase, Exchange, or Lease of Real Property (Matt Brower, City Manager)

**XI. 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 January 2, 2025, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at [www.heberut.gov](http://www.heberut.gov), and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.



# Heber City Council Staff Report

**MEETING DATE:** 1/7/2025  
**SUBJECT:** Food Truck Court at Midway Lane and 100 West  
**RESPONSIBLE:** Jacob Roberts  
**DEPARTMENT:** Planning  
**STRATEGIC RELEVANCE:** Community Development

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## SUMMARY

Mr. Hansen is seeking input on the idea of locating a food truck court on the corner of First West and Midway Lane on a property that has recently been cleared.

## RECOMMENDATION

While there will certainly be hurdles to overcome for this project such as addressing zoning regulations and impact fees, Staff believes that a food truck court would be a good use of space in the downtown area and that it would provide great benefit to the public and city as a whole.

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## BACKGROUND

The property owners are looking to use this site as a food truck court for the foreseeable future, until downtown development warrants a change on the property.

## DISCUSSION

A food truck court is currently not a permitted use in the C-3 Zone. The General Plan designation for this property is the "Historic Downtown". This designation includes "A mixed residential and commercial town center with historical architecture and active open spaces".

## FISCAL IMPACT

N/A

## CONCLUSION

Mr. Hansen is seeking input from the council on the possibility of located a food truck court at the property on the corner of 1st West and Midway Lane.

## ALTERNATIVES

N/A

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## POTENTIAL MOTIONS

N/A Staff is seeking input from council on how to move forward.

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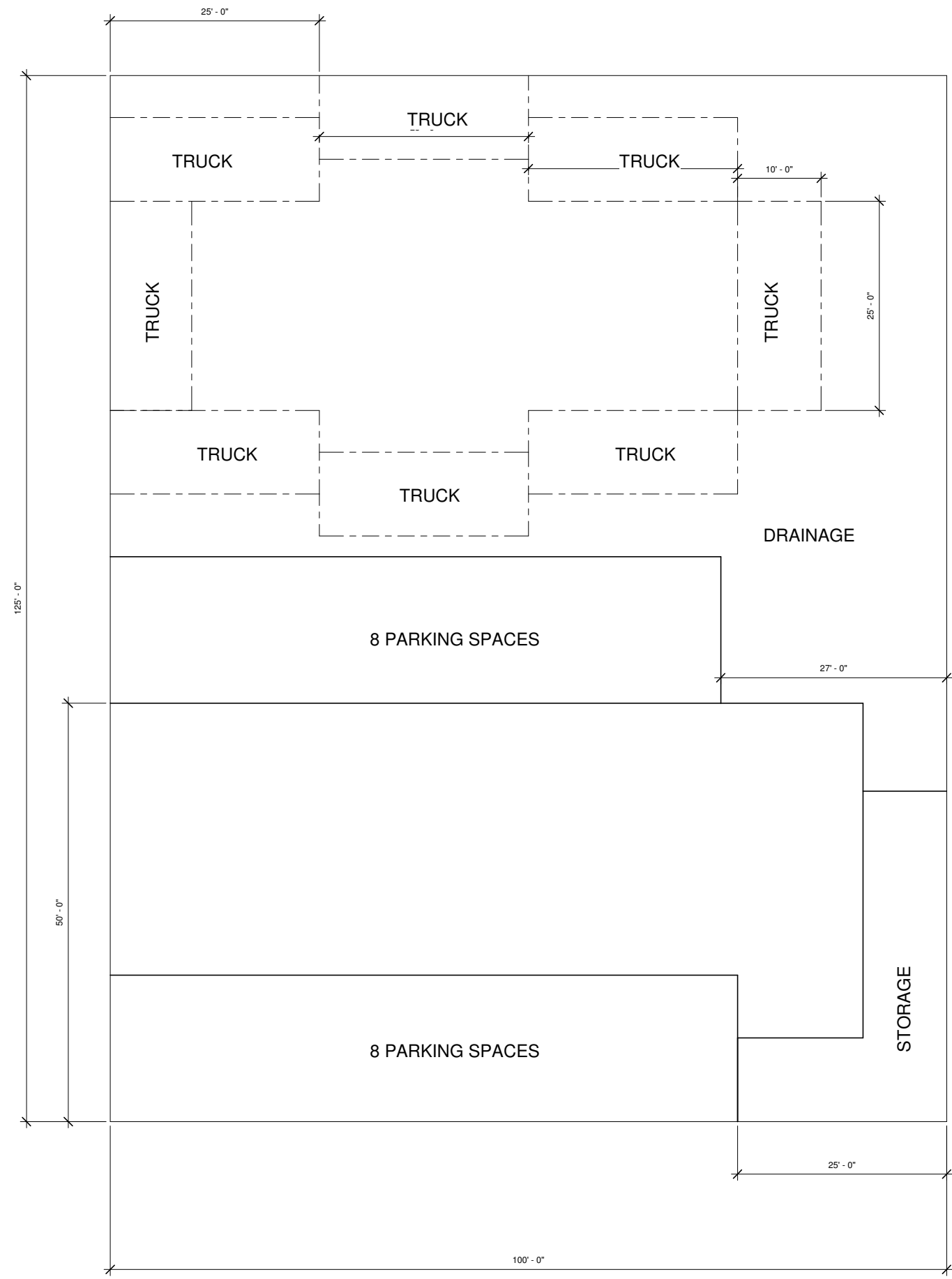
## ACCOUNTABILITY

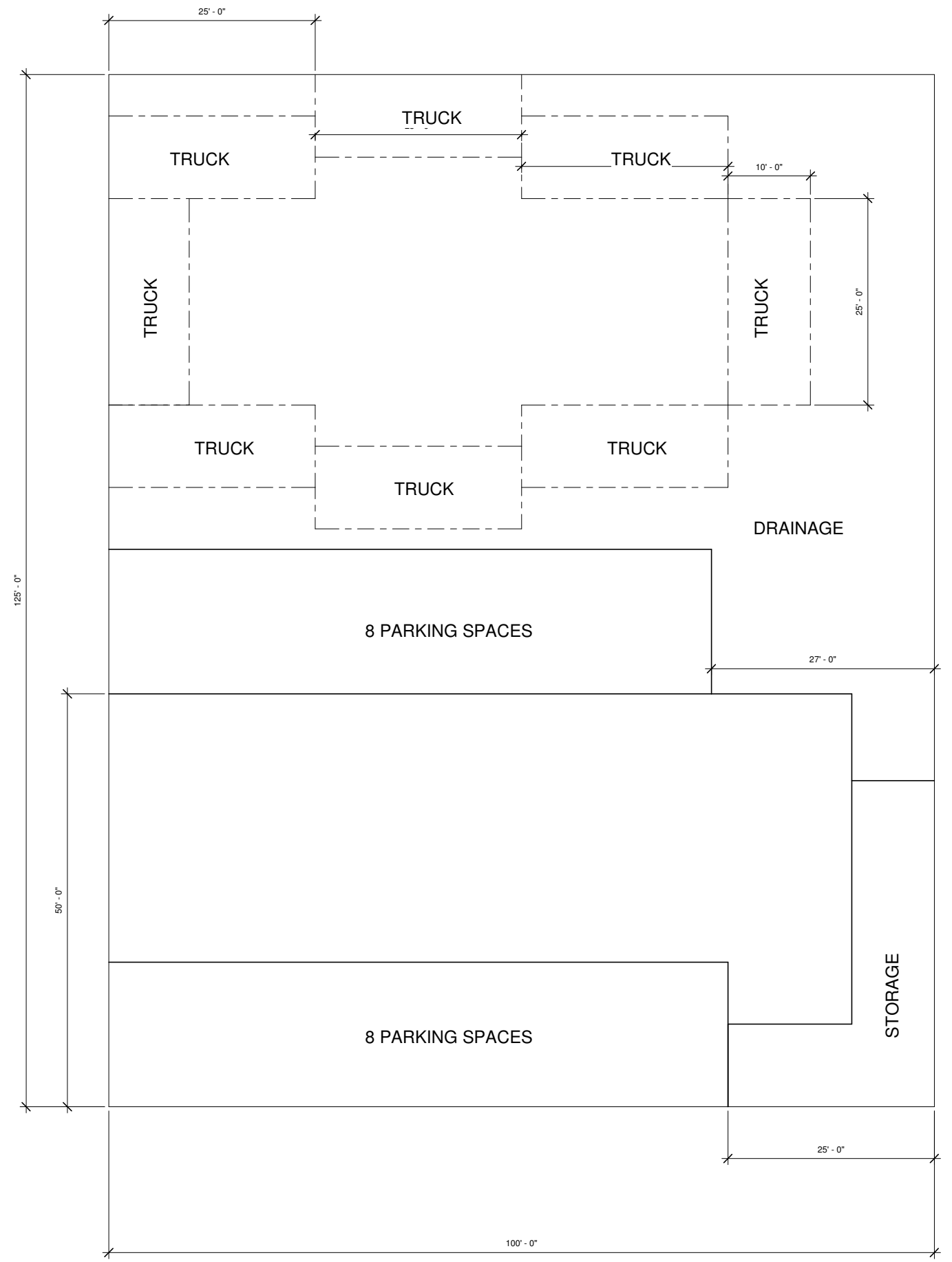
**Department:** Planning  
**Staff member:** Jacob Roberts, Planner

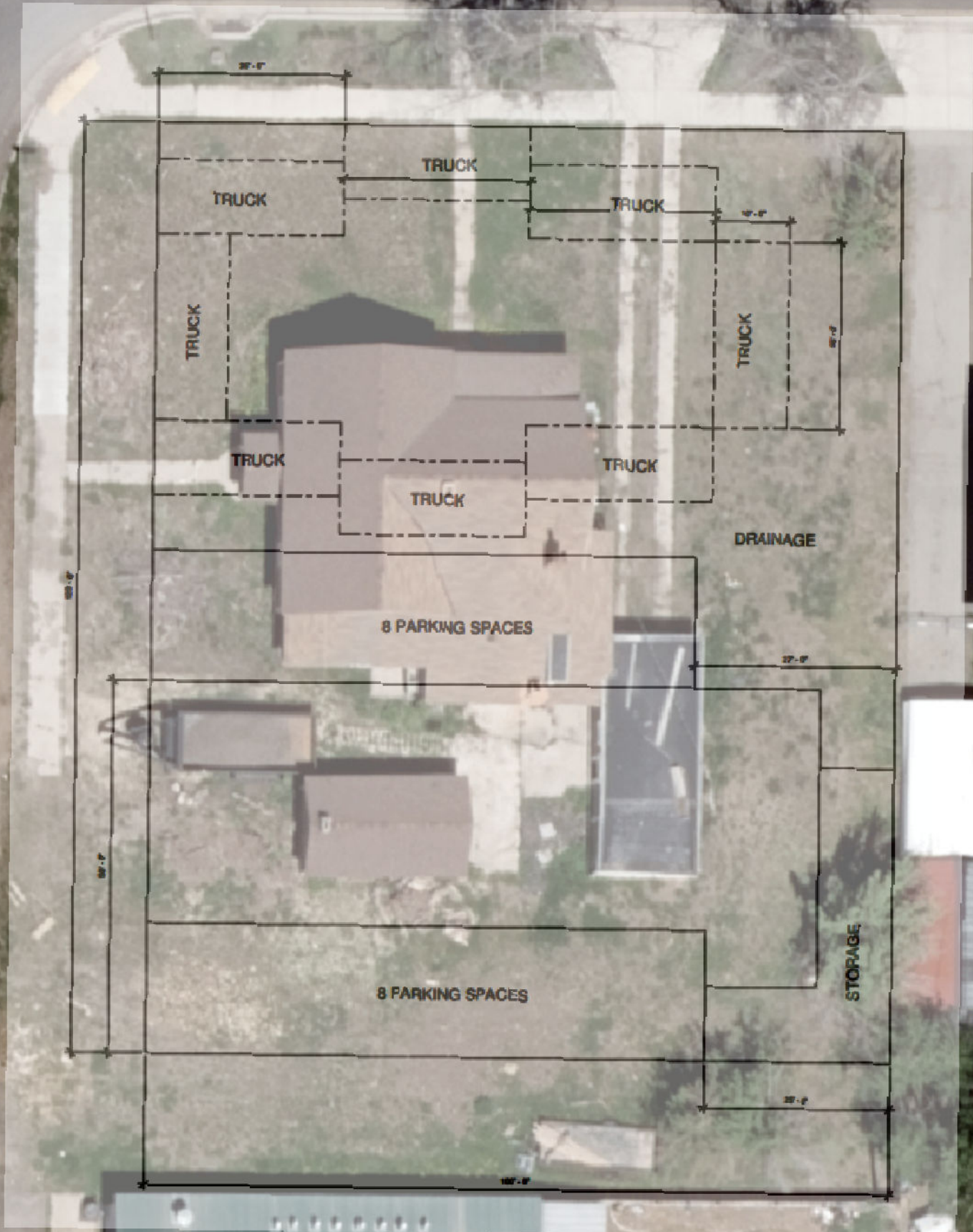
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## EXHIBITS

1. Food Truck Lot Proposed Layout
2. Food Truck Court Map









# Heber City Council Staff Report

|                             |  |
|-----------------------------|--|
| <b>MEETING DATE:</b>        | 1/7/2025   |
| <b>SUBJECT:</b>             | Automated License Plate Reader (ALPR) Camera System Trial Report and Council Direction |
| <b>RESPONSIBLE:</b>         | Parker Sever   |
| <b>DEPARTMENT:</b>          | Police Department  |
| <b>STRATEGIC RELEVANCE:</b> | Safety and Security of the residents of Heber City.                                    |

## SUMMARY

The Heber City Police Department conducted a trial of the Flock Safety automated license plate readers to assist with investigations occurring in the City.

## RECOMMENDATION

That the Heber City Council provide consensus on moving forward with a contract for ALPR services with Flock Systems and return with a budget amendment.

## BACKGROUND

The Police Department has previously discussed with Council, automated license plate readers (APLR) and the impact that they could have on criminal cases in our city. To that end, the Heber City Police Department conducted a free trial of the ALPR camera system. The system that was tested was the FLOCK Camera system, which is an industry leader in the ALPR sector.

Flock systems installed 8 ALPR cameras that were strategically placed in the entry points to the city and major intersections to capture the most amount of data and vehicles coming into our community. The locations are the northern and southern most areas coming towards main street, 100 South from Midway. Center Street East to the City limits, and Center and Main Street. All cameras were pointed toward town to capture plates entering the City not leaving the City. The Camera System has the following hot list capabilities.

1. Photographing License plates of vehicles driving into the City and notifying officers of;
  - a. Stolen License Plates
  - b. Stolen Vehicles
  - c. Amber Alerts
  - d. Silver Alerts

- e. Missing Persons
  - f. Agency specific lists
2. The system can be invaluable in investigations and allows the police department to conduct the following auditable searches to further investigations.
- a. Search of vehicles that drove by cameras during a given time frame based upon identifying features of the vehicle such as make, model, color and identifying characteristics (ie; bumper stickers, racks, tinted windows etc.)

The system retains the information for 30 days, after which time it is permanently deleted. The system does not notify the agency of the following.

- a. Who is driving the vehicle
- b. Registration status of the vehicle
- c. License status of the vehicle
- d. Immigration status
- e. Any other information not listed above

During this current two month test period, the camera system captured the following data. The system only maintains a count of reads and the agency use past 30 days. It does not retain the actual plates.

- 1. 1,499,438 License plate reads
- 2. 136 searches were conducted by officers
- 3. 60 Hot list hits

During the last 45 days, the Heber City Police Department had the following success.

- 1. Identified a missing person out of Nebraska.
- 2. Assisted in locating a missing person out of Heber City
- 3. Identified 10 Stolen Plates
- 4. 2 Stolen Vehicles
- 5. 40 agency specific alerts.
- 6. Assisted in the arrest of 4 gang members that were wanted in Heber for various assaults. The officers had lost the location of the suspects. The vehicle was entered into Flock and located by the system driving between Heber City and Midway. The vehicle was stopped, and the suspects were arrested with two brass knuckles and three imitation firearms that turned out to be BB guns used in the crimes, as well as live ammunition.
- 7. Used to capture a domestic violence suspect.
- 8. A suspect was stealing from Tractor Supply and ran from the scene. Officers entered the plate, identified a direction of traveling and caught up to the vehicle. The suspect was wanted in several jurisdictions and possibly other states for retail thefts at Tractor Supply.

The system costs would be \$25,700 the first year with a recurring cost of 24,000.00 per year ongoing. Typically, there is an additional cost of \$500.00 per camera the first year for installation. We would not be required to pay this. If the cameras are removed and reinstalled at a later date after this trial we would need to pay the installation fee. We also began the approval process with UDOT and state authorities in June and it took until October for the installation to be permitted. This process would have to be repeated if we were not to move forward. Flock Systems has extended the trial into January to allow for Council direction.

Currently, on the Wasatch back ALPR camera systems are in use by Summit County (Vigilant Systems), Park City (Flock Safety), and Wasatch County is in the process with (Vigilant Systems). The Heber City Police Department did attempt to get quotes from Vigilant systems but despite two meetings, and two requests for pricing, they have not provided us with any quotes for services.

Both systems are similar in nature and both are widely used on the Wasatch front, which gives us access to their databases. There is also an advantage for us to be on both systems for information sharing purposes.

Currently the Flock Safety System is in use by 24 Cities in Utah. Including Ogden, Orem, Provo, West Jordan, Utah County SO, Tooele and North Salt Lake.

## **DISCUSSION**

## **FISCAL IMPACT**

We would need a budget amendment for \$25,700 to cover the first year. Year two would be included during our budgeting process. The price of the system could be reduced by reducing the cameras in the City. Currently, the cameras cost \$3000.00 each per year.

## **CONCLUSION**

## **ALTERNATIVES**

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

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## **POTENTIAL MOTIONS**

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### 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 , 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.

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## ACCOUNTABILITY

**Department:** Police Department  
**Staff member:** Parker Sever, Chief of Police

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## EXHIBITS

1. Flock\_Safety\_Agreement

**Flock Safety + UT - Heber City PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
Hamza Al Baroudi  
hamza.albaroudi@flocksafety.com  
4804892024



**EXHIBIT A**  
**ORDER FORM**

Customer: UT - Heber City PD  
 Legal Entity Name: UT - Heber City PD  
 Accounts Payable Email: psever@heberut.gov  
 Address: 301 S Main St Heber City, Utah 84032

Initial Term: 12 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - Invoiced at the end of the pilot period.  
 Retention Period: 30 Days

**PROJECT PROVE IT**

Customer will have a 45 day opt-out period (“Opt-Out Period”) after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Opt-Out Period, Customer may not terminate the Agreement, and Customer will pay any invoice(s) for the remainder of the Term, Net 30.

**Hardware and Software Products**

Annual recurring amounts over subscription term

| Item                  | Cost | Quantity | Total       |
|-----------------------|------|----------|-------------|
| Flock Safety Platform |      |          | \$24,000.00 |

**Professional Services and One Time Purchases**

| Item          | Cost | Quantity | Total |
|---------------|------|----------|-------|
| One Time Fees |      |          |       |

|                                   |             |
|-----------------------------------|-------------|
| <b>Subtotal Year 1:</b>           | \$25,700.00 |
| <b>Annual Recurring Subtotal:</b> | \$24,000.00 |
| <b>Estimated Tax:</b>             | \$0.00      |
| <b>Contract Total:</b>            | \$25,700.00 |

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

### **Billing Schedule**

| <b>Billing Schedule</b>              | <b>Amount (USD)</b> |
|--------------------------------------|---------------------|
| <b>Year 1</b>                        |                     |
| At PPI End Date                      | \$25,700.00         |
| <b>Annual Recurring after Year 1</b> | \$24,000.00         |
| <b>Contract Total</b>                | \$25,700.00         |

\*Tax not included

## Product and Services Description

| Flock Safety Platform Items                         | Product Description  | Terms |
|---|--|-------|
| One-Time Fees                                       | Service Description  |       |
| Installation on existing infrastructure             | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.       |       |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |       |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.       |       |

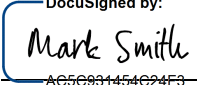
## FlockOS Features & Description

| FlockOS Features                               | Description  |
|--|--|
| Community Network Access                       | The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.   |
| Unlimited Users                                | Unlimited users for FlockOS  |
| State Network (License Plate Lookup Only)      | Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.  |
| Nationwide Network (License Plate Lookup Only) | With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations. |
| Law Enforcement Network Access                 | The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.   |
| Time & Location Based Search                   | Search full, partial, and temporary plates by time at particular device locations  |
| License Plate Lookup                           | Look up specific license plate location history captured on Flock devices  |
| Vehicle Fingerprint Search                     | Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.   |
| Insights & Analytics                           | Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.   |
| ESRI Based Map Interface                       | Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.   |
| Real-Time NCIC Alerts on Flock ALPR Cameras    | Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.  |
| Unlimited Custom Hot Lists                     | Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera   |

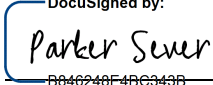
**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

By:   
AC5C931454C24F3...  
Name: Mark Smith  
Title: General Counsel  
Date: 6/12/2024

**Customer: UT - Heber City PD**

By:   
D040248E4BC343B...  
Name: Parker Sever  
Title: Chief of Police  
Date: 6/12/2024  
PO Number: \_\_\_\_\_

# Agenda: Heber City Annual Council Strategic Planning Retreat

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**Day 1 –Thursday, January 16, 2025**

**5:00 to 9:00 p.m.**

**Heber Police Department Community Room**

| Time      | Activity / Description   | Who                          |
|-----------|--|------------------------------|
| 5:00 p.m. | <b>Welcome</b><br>1) Check-in<br>2) Overview <ul style="list-style-type: none"> <li>✓ Ground rules &amp; logistics details</li> <li>✓ Parking Lot of Ideas &amp; Action Register</li> </ul> 3) Desired Outcomes <ul style="list-style-type: none"> <li>✓ Reaching Team Potential</li> <li>✓ Moving the Community Forward</li> <li>✓ Finalizing Budget and Policy Priorities</li> </ul> | Mayor<br><br>Matt            |
| 5:05 p.m. | <b>Public Comments</b>   | All                          |
| 5:10 p.m. | <b>Dinner</b> —Working Dinner (Serving at 5:10)  | All                          |
| 5:20 p.m. | <b>Celebrating 2024 Victories</b>  | Leadership                   |
| 6:30 p.m. | <b>Guest Speaker</b> --Nick Vaccari with Meeder Investments.<br><ul style="list-style-type: none"> <li>✓ Federal, state and local economic overview</li> </ul>   | Nick V.                      |
| 7:00 p.m. | <b>Break</b>   |                              |
| 7:10 p.m. | <b>Annual Open Public Meeting Act (OPMA) Training &amp; Conflict of Interest Disclosures</b>   | Jeremy                       |
| 7:25 p.m. | <b>State of the Administration</b> <ul style="list-style-type: none"> <li>✓ Artificial Intelligence (AI)</li> <li>✓ Score Card Summary of Council's '24 Priorities</li> <li>✓ Initiatives Update</li> <li>✓ General Financial Overview</li> <li>✓ Review of Key Trends</li> <li>✓ Priority Recommendations</li> </ul>  | Matt                         |
| 8:00 p.m. | <b>Strategic Topic—Presentation &amp; Discussion</b><br>1) Unveiling—Park, Entryway, and Way-Finding Monuments (30 min)<br>2) SWOT: Council Questions & Insights (30 min)  | Spencer C.<br><br>Leadership |
| 9:00 p.m. | <b>Wrap Up / Overview of Day One</b>   | Mayor                        |

**Day 2 – Saturday, January 18, 2025**  
**8:30 a.m. to 4:30 p.m.**  
**Heber Police Department Community Room**

| Time  | Activity / Description   | Who  |
|---|--|--|
| 8:30 a.m.   | <b>Welcome &amp; Recap of Day 1</b>  | Mayor  |
| 8:35 a.m.   | <b>Public Comment</b>  |  |
| 8:40 p.m.   | <b>Breakfast</b> —Working Breakfast (Serving at 8:40 a.m.)   |  |
| 8:40 a.m.<br><br><i>Break will Follow<br/>Completion of<br/>Item 1B</i> | <b>Strategic Topics--Presentations and Discussion</b><br>1) Envision Central Heber:<br>a) Downtown Infrastructure Improvement Priorities<br>√ 100 West Design (60 min);<br>b) City Square (Main City Park)<br>√ Roger Brooks Square Concept Review (60 min)<br>√ Programming (30 min)<br>c) C-Street<br>√ Initial Path from 200 S to Center Street (20 min)<br>d) Zoning (45 min)<br>√ Parking--Policies and Shared Parking Arrangements<br>√ Final Code Changes Needed to Support Initiative<br>e) Downtown Funding Strategy (15 min)<br>√ CRA; √ Revenue Stack/Mix | Russ<br><br>Keri Smith<br><br>Tony<br><br>Tony<br><br>Matt |
| 12:30 a.m.  | <b>Lunch</b>   |  |
| 1:00 a.m.   | <b>Strategic Topics—Presentations and Discussion</b><br>1) Heber Valley Arts Center Update (45 min)<br>2) TAP Tax Annual Distribution Plan (15 min)  | Phil Jordan<br>Sara  |
| 2:00 p.m.   | <b>Strategic Planning Process – Council Roundtable Discussion--<br/>           Insights for FY 25-26 Priorities</b><br>1) Presentations from Council members<br>√ Identifying particular areas of priority & common policy<br>interests<br><b>Strategic Planning Process: Moving Forward</b><br>1) Council agreement upon final policy and budget priorities for<br>FY 25-26   | Council<br><br>Council                                     |
| 4:30 p.m.   | <b>Wrap Up / Assess the Day’s Work / Overview of Day Two</b>   | Mayor  |

# SWOT ANALYSIS – FINANCE DEPARTMENT

## JANUARY 2025

|  |   |
|--|---|
| <p><b>STRENGTHS:</b></p> <ul style="list-style-type: none"> <li>• <b><u>Professional Support:</u></b> Strong working relationships K&amp;C, CPAs provide reliable external expertise and guidance.</li> <li>• <b><u>Budgeting Software:</u></b> We should start seeing time savings as we enter the second year of ClearGov.</li> <li>• <b><u>Experienced, Creative and Problem-solving Team:</u></b> Our new AP coordinator adds fresh ideas to an already highly capable team.</li> </ul>            | <p><b>OPPORTUNITIES:</b></p> <ul style="list-style-type: none"> <li>• <b><u>Process Optimization:</u></b> Continued process improvement initiatives could improve efficiency and reduce the impact of limited bandwidth.</li> <li>• <b><u>Technology Integration:</u></b> Implementation of new software such as ClearGov, Cityworks and OpenAI could enhance department capabilities.</li> <li>• <b><u>Skill Development:</u></b> Cross training to enhance department’s flexibility and capabilities</li> </ul> |
| <p><b>WEAKNESSES:</b></p> <ul style="list-style-type: none"> <li>• <b><u>Developing Policies and Procedures:</u></b> Creating and modifying policies can be time consuming and frustrating while Staff works out deficiencies.</li> <li>• <b><u>Limited Bandwidth:</u></b> Increasing workloads for a small team can be difficult to manage leading to delays or stress.</li> <li>• <b><u>Small Staff Size:</u></b> A team of four may struggle to respond effectively to surges in demand.</li> </ul> | <p><b>THREATS:</b></p> <ul style="list-style-type: none"> <li>• <b><u>Compliance Risk:</u></b> Constantly changing regulations and oversight requirements can increase risk of noncompliance or reporting errors.</li> <li>• <b><u>Workload Growth:</u></b> increasing demands on staff without additional resources could lead to burnout or reduced service quality</li> <li>• <b><u>Internal Control Risks:</u></b> limited staff performing multiple roles increases the risk of errors or fraud.</li> </ul>  |

# SWOT Analysis Council Retreat 2025

## SWOT ANALYSIS

|  |   |
|--|---|
| <p><b>STRENGTHS:</b></p> <ul style="list-style-type: none"> <li>- Intuitive ability to provide civil, administrative, criminal guidance and counsel to all internal departments, agencies, and individuals; and external customers, citizens and visitors of the City.</li> <li>- Ability to offer candid yet conscious responses to legal and administrative questions and concerns raised by the Staff, citizens or city, county or state employees regarding a range of topics both political, personal and emotional; including but not limited to: land use, contracts, water, drafting of policies, legal opinions, memoranda, ordinances, and city administration from the Manager's Office on these types of issues, and projects assigned by the City Manager. Some of these include Oversight of the POSTT Committee and Historical Commission; assistance with the Airport administration.</li> <li>- Provides a face in the community that is experienced, respected, and established. Offers many substantive relationships with; businesses and business owners; individual citizens in the city, county and state; and other local and state entities, and governmental and law enforcement agencies.</li> <li>- Efficient system for processing and enforcing criminal justice court cases.</li> <li>- A spirit of positivity and can-do attitude in the administrative and legal offices that affords seasoned and critical review of criminal, administrative and limited legal documents and issues. Supportive group thinking participation on most all aspects within the City. Yet also, the ability to advise, when applicable, between what is legal, and what is right and appropriate.</li> <li>- Support in IT issues and help in developing processes to facilitate IT assistance to all the Departments in the City.</li> </ul> | <p><b>OPPORTUNITIES:</b></p> <ul style="list-style-type: none"> <li>- Continue to work on creating a digital database for record keeping, searching and exchange.</li> <li>- Help our Department TAC get training. Create opportunities to train support staff regarding their responsibilities when it comes to unintentional errors in dissemination of secure, protected information.</li> <li>- For Suzanne, increased understanding of each of the various departments, what they do and their policies and processes.</li> <li>- Continue to develop and foster relationships with support staff of the other state and county agencies and citizens by interacting with them on a day to day basis and expressing interest and concern in their day-to-day lives as the issues relate to local government. Our department acts as the gate keeper and steward of the first and sometimes daily interaction of citizens with their home town and its agencies, <i>(family, business, neighborhood, services, entertainment, animals, civic, environment, contracts and agreements, policy application, enforcement, zoning and land use, and criminal)</i>.</li> <li>- Prioritize IT service and support to the Departments through detailed processes and delegated tasks so that IT service and support is more responsive, timely and efficient.</li> <li>- The handling of various City Admin., projects and tasks; meeting with the departments of the City, and the citizens that interact with these departments.</li> </ul> |
| <p><b>WEAKNESSES:</b></p> <ul style="list-style-type: none"> <li>- Reliance on paper records and outdated search methods.</li> </ul>   | <p><b>THREATS:</b></p> <ul style="list-style-type: none"> <li>- Delayed responses from outside agencies on chemical evidence (alcohol, blood, drugs, etc.), resulting in difficulty in processing prosecution of individuals.</li> </ul>  |

|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>- Some redundancy in filing and record keeping between the Legal Department and the City Recorder, with regard to review and filing of civil and administrative documents.</li> <li>- Increased need for training regarding security, protection, and treatment of criminal records from the prosecution for the City. As now an independent approved TAC, Suzanne, and her work area is now required to increase security of these files and records.</li> <li>- Suzanne with her shared employment among different entities may, at times, create some added pressure when there is an urgent response need.</li> <li>- Limited and delayed response times to Departments for IT Support, and product delivery. Use of City personnel third party technical support to help the IT Department provide IT service to the City Departments.</li> </ul> <p>Time to fully tend to all the City Administration tasks with the limitations of time with the increased prosecution administration and case load and criminal duties.</p> | <ul style="list-style-type: none"> <li>- Competing development and political agendas between entities and organizations, individuals, state and local private, and governmental agencies. This is being seen even more in City Administration projects and meetings with citizens and frustrated people in the community because of the growth of the City and increased population and services.</li> <li>- The ever-increasing social trend of “Us” vs. “Them” mentality between government, particularly law enforcement departments, and individuals.</li> <li>- Constitutional audits that sometimes challenge keeping private and secure information protected, while supporting the public’s right of some access, and doing this without aggravating those requesting the records.</li> <li>- Economic pressures are creating increased conflict and anxiety with persons who are involved criminally and some administrative issues with our departments. Family Law, with parental and children conflicts.</li> <li>- Potential IT security breaches, and exposures given the immensity of IT product throughout the City; and lack of a smoothly working process of ordering, follow up with status of orders, uploading IT programs and software, and delivery of the product to Departments.</li> </ul> |
|  |  |

Suzanne Hansen is my assistant and secretary.

Together, in the Heber City Prosecutor’s, and Assistant City Manager’s Offices, we handle all criminal and some civil and administrative aspects for the City.

Over the last few years, we have been able to create a nearly-paperless method of preparing our legal documents for trial and storage following completion. This reduces time, cuts costs, and improves the search and retrieval method for records. We are devising plans to continue the digitization of the department to include civil cases and plan to work with the City Recorder to smooth the process of communication and correlation between the departments.

Our interaction with citizens on a day to day basis is both a strength and opportunity because our office, by design and necessity, is involved in the aspects of people’s daily lives as those lives relate to local government. Our department acts as the gate keeper and sometimes as an informal ambassador, as it were, to the people of our City. Often their first day to day interaction as citizens with their hometown and its agencies, is with us; consider that in issues or instances involving (*family, business, neighborhood, services, entertainment, animals, civic, environment, contracts and agreements, policy application, enforcement, zoning and land use, and criminal*), the Legal Department is involved somehow. We bring years of experience in dealing with these **repetitive, hard, emotional,**

***personal issues***, that come as a result of interacting and working with people and groups of people of ever-increasing cultures and various ethical opinions and ideas.

I have established long term, respected relationships with businesses and business owners, and individual citizens in the city, county and state, as well as other local and state entities, and governmental and law enforcement agencies. We both look forward to enhancing these relationships and creating new ones to expand our understanding of the needs of our community and ways to serve better.

Suzanne and I appreciate very much the opportunity to work for you and the City. It is a privilege and a blessing we do not take lightly, ever.

Thank you.

# BUILDING DEPARTMENT SWOT ANALYSIS

2024

|   |   |
|---|---|
| <p><b>STRENGTHS:</b></p> <ol style="list-style-type: none"> <li>1. Knowledgeable Staff with ongoing education.</li> <li>2. Inspections completed digitally on IPads (plans now digital in field) No need for Paper plans out in the field!</li> <li>3. Longer inspection hours to meet contractors needs 7:30 A.M – 4:00 PM</li> <li>4. More options on plan review with different 3<sup>rd</sup> party reviews</li> <li>5. Have 0 days this year being out 3 days on inspections,(usually next day)</li> <li>6. Revised shear inspections to encompass all framing, focusing on framing and more comprehensive inspections.</li> </ol> | <p><b>OPPORTUNITIES:</b></p> <ol style="list-style-type: none"> <li>1. Collaborating with local builders and citizens to identify issues within our processes and software from their perspective, enabling us to refine and improve the system to be more efficient and customer-friendly</li> <li>2. Learn the 2021 I codes and changes from 2018 codes</li> <li>3. Hiring New inspector to help with inspection work load</li> <li>4. Hold monthly meetings to address inspection-related issues and provide discussion/training on those topics.</li> </ol> |
| <p><b>WEAKNESSES:</b></p> <ol style="list-style-type: none"> <li>1. Eliminated non-required inspections to keep up with state requirements (sheetrock, shower pan, driveway radiant heat, and sewer lateral). Are they being installed correctly?</li> <li>2. If one of our staff is sick, we have limited in house backup.</li> <li>3. Very limited short notice third party help available.</li> <li>4. Interdepartmental delays in permit issuance can put us at odds with state mandates of 14 and 21 days on plan reviews.</li> </ol>  | <p><b>THREATS:</b></p> <ol style="list-style-type: none"> <li>1. The new State regulations have eliminating inspections and put time limits on permitting processes and inspections making it difficult to achieve.</li> <li>2. Statewide shortage of qualified building inspectors.</li> <li>3. Adopting more regulation and expecting department to enforce without additional staff.</li> <li>4. Wasatch Back economic boom could leave us shorthanded with all the housing and Apartments that are planned</li> </ol>                                       |

# SWOT ANALYSIS – ENGINEERING

January 2025

|   |   |
|---|---|
| <p><b>STRENGTHS:</b></p> <p><b>Team</b></p> <ul style="list-style-type: none"><li>- Work Well Together / Understand Roles</li><li>- Experienced / Competent / Hard Working</li></ul> <p><b>Processes</b></p> <ul style="list-style-type: none"><li>- Updated &amp; Streamlined Processes</li></ul> <p><b>Capacity</b></p> <ul style="list-style-type: none"><li>- Have been Managing a Heavy Workload of City Projects &amp; Development Work</li></ul> | <p><b>OPPORTUNITIES:</b></p> <p><b>Public Involvement / Communication</b></p> <ul style="list-style-type: none"><li>- Utilize PIO</li><li>- Provide Consistent Project Updates</li><li>- Public Maps</li></ul> <p><b>City Web Page</b></p> <ul style="list-style-type: none"><li>- Resources &amp; Tools for Developers</li></ul> <p><b>Relationships</b></p> <ul style="list-style-type: none"><li>- Work to Improve Relationships with Developers, Contractors, County, Etc</li></ul> |
| <p><b>WEAKNESSES:</b></p> <p><b>Special Conditions &amp; Processes</b></p> <ul style="list-style-type: none"><li>- Reduces Efficiency</li><li>- Easier for things to Slip Through the Cracks</li></ul> <p><b>Communication with Public</b></p> <ul style="list-style-type: none"><li>- Good on some Projects</li><li>- Generally Needs Improvement</li></ul>  | <p><b>THREATS:</b></p> <p><b>Additional City Priorities / Growth</b></p> <ul style="list-style-type: none"><li>- Keeping up with Work Load</li></ul> <p><b>Process Consistency</b></p> <ul style="list-style-type: none"><li>- MDA's with Special Processes &amp; Requirements</li></ul> <p><b>State Legislation</b></p> <ul style="list-style-type: none"><li>- LUDMA Changes</li></ul>  |

## HEBER VALLEY AIRPORT SWOT ANALYSIS

|  |   |
|--|---|
| <p><b><i>STRENGTHS:</i></b></p> <ul style="list-style-type: none"> <li>• Nice, Clean, Easily Accessible, Self-Sufficient Airport</li> <li>• Well attended Community Events</li> <li>• Pilots, users, and tenants are respectful of and love the community</li> <li>• Strong Economic Driver (Hotels, Rental Cars, Shuttles, Restaurants, Recreation, Employees, and Secondary homes with higher tax rates)</li> <li>• Great Clubs Balloons, Gliders, Bush planes, EAA, Museum</li> </ul> | <p><b><i>OPPORTUNITIES:</i></b></p> <ul style="list-style-type: none"> <li>• Increase in local Jobs and Business Opportunities</li> <li>• Airport Beautification, landscaping, buildings, fencing, signage etc.</li> <li>• More opportunities for our youth; career paths, High school/UVU classes, CAPS projects etc.</li> <li>• Electric Aircraft, Taxi Drones, flight schools</li> <li>• Involvement and support for the upcoming winter Olympics</li> </ul> |
| <p><b><i>WEAKNESSES:</i></b></p> <ul style="list-style-type: none"> <li>• Keeping up with all of our opportunities, goals and ideas.</li> <li>• A general lack of understanding regarding the value of the airport and how and why it operates the way it does</li> <li>• Needed Separation between Jets, small planes, vehicles etc.</li> </ul>   | <p><b><i>THREATS:</i></b></p> <ul style="list-style-type: none"> <li>• Overall growth. The increased number and value of homes in the area is causing an increase in air traffic and a significant demand for Hangar development</li> <li>• Incorrect narratives about the airport</li> </ul>   |

# Planning Division SWOT 2024

## STRENGTHS:

- Knowledge, Skills & Abilities
- Team work mentality
- Back to generating revenue

## OPPORTUNITIES:

- 2034 Olympics
- Bypass
- Envision Central Heber Phase 3
- C Street
- Economic Dev/CRA
- Implementation of Long Range Planning (will we be ready?)

## WEAKNESSES:

- Losing Institutional Knowledge (Outsourcing)
- Capacity: Level of Service, Increase in non-permit related work
- Revenue Reporting
- Long Range Planning

## THREATS:

- **Missed Opportunities (Lack of Action)**
- Yearly State Code Changes
- Economic Shifts (positive or negative)
- Inconsistency in Policy
- Erosion of General Plan and Zoning Code

# SWOT ANALYSIS

|   |   |
|---|---|
| <p><b>STRENGTHS:</b></p> <ul style="list-style-type: none"><li>• Excellent, updated shop facility, equipment, &amp; tools allowing us to perform our daily operations safely and efficiently. Long-term crewmembers with years of experience &amp; strong practical, working knowledge of best practices &amp; SOPs, coupled with adequate staffing levels of new staff members lends to efficient operations.</li><li>• Clean, safe culinary water system due to proper sampling, chlorination &amp; testing protocols carried out by Technology team.</li><li>• Stringent adherence to City standard specifications, policies, requirements, &amp; municipal code, thereby ensuring that contractors/customers are following protocol to keep our culinary water system and public utilities/infrastructure safe and operational.</li></ul>                             | <p><b>OPPORTUNITIES:</b></p> <ul style="list-style-type: none"><li>• Strong coordination with City Engineering Department to continually update the City GIS map and utility/asset management system to ensure that they are accurate and up-to-date.</li><li>• Implementation of Cityworks software which has allowed us to boost efficiency, improve community service &amp; communication, and monitor projects for long-term growth and continued maintenance of City utilities.</li><li>• Successful, continued progress of the Central Heber City Replacement Project which has provided updated &amp; upgraded water, sewer &amp; irrigation systems, thereby helping reduce the number of infrastructure failures and emergency repairs in the older part of the City. This frees our staff to work on other projects &amp; preventative maintenance.</li></ul>   |
| <p><b>WEAKNESSES:</b></p> <ul style="list-style-type: none"><li>• Inconsistent, routine/preventative maintenance of utilities/systems/equipment due to vast/continual new residential &amp; commercial development throughout the City. General maintenance tasks tend to get pushed to the “back burner” due to demands of ongoing development straining our workforce.</li><li>• Insufficient communication from other external departments to the Public Works team, resulting in reduced efficiency due to last minute, unanticipated projects/assignments which take crews away from pre-scheduled projects.</li><li>• Unanticipated projects pulling our team away from accomplishing department goals and necessary operations (e.g. Cemetery sewer line installation, water feature installation, locating conduit for HLP, Fitness Court installation)</li></ul> | <p><b>THREATS:</b></p> <ul style="list-style-type: none"><li>• Exorbitant high cost of living in Wasatch County and lack of housing allowance or truly affordable housing for staff members, causing increasing challenges with recruiting and retention. As emergency responders, Public Works team members are required to live in or near Wasatch County to provide on-call/after-hours emergency services and repairs, and the continually rising cost of living in the County greatly reduces our applicant pool and retention of current team members given these requirements.</li><li>• High rate of culinary water loss (approx. 30%) due to contractors, businesses, County/UDOT staff, and residents utilizing water without the requisite metering required by the City.</li><li>• Expanding City limits due to increasing development and annexations which incorporate additional roads and, consequently, exceed the ability of our snow removal crews to sufficiently clear roadways for the safety of residents.</li></ul> |

# SWOT ANALYSIS

|   |   |
|---|---|
| <p><b>STRENGTHS:</b></p> <ul style="list-style-type: none"> <li>• <b>Commitment to Service:</b> Employees recognize HR's responsiveness and dedication, with feedback indicating that HR staff work nights, weekends, and holidays to address concerns.</li> <li>• <b>Employee Support:</b> Specific praise for Heber City HR, who makes employees feel valued and seen.</li> <li>• <b>Timeliness:</b> 64% of responses in the P.A.R.T. survey indicate HR Meets Expectations, 33% indicated Exceeds Expectations in addressing requests in a favorable timeframe, while 3% indicated Below Expectations.</li> <li>• <b>Strong customer service:</b> acumen and employee relationship-building.</li> <li>• <b>Comprehensive knowledge of</b> Human Resources Employment laws, Employee Referrals, and updated standard operating procedures.</li> <li>• <b>Technology-driven:</b> Leveraging modern HRIS platforms for efficient management.</li> <li>• <b>Skilled in</b> compliance, coaching, investigations, and resolution.</li> <li>• <b>Expertise in</b> benefits negotiation/administration, including wellness programs.</li> <li>• <b>Advanced:</b> workforce planning and talent acquisition strategies aligned with City goals.</li> <li>• <b>Continued strength in</b> Worker's Compensation, safety, and risk management expertise.</li> </ul> | <p><b>OPPORTUNITIES:</b></p> <ul style="list-style-type: none"> <li>• Expand focus on <b>DEI programs</b> to foster inclusivity across departments.</li> <li>• Utilize <b>HR analytics</b> to inform workforce decisions and improve retention.</li> <li>• Establish <b>new supervisor managerial training</b>.</li> <li>• Update the <b>City Personnel Policy Handbook</b> with interactive features like hyperlinks.</li> <li>• Leverage external <b>partnerships</b> to enhance education on housing affordability programs for employees.</li> <li>• <b>Implement AI-driven tools</b> for recruitment, engagement, and performance management, and tracking.</li> <li>• Advertise and market employee benefits like tuition reimbursement and the \$300 employee referral program.</li> <li>• Change annual reviews to the employee's date of hire instead of the end of the calendar year.</li> <li>• Introduce a paid internship program by partnering with external universities.</li> <li>• Convert employee pay ranges from 6 years to minimum and 12 years to maximum to a 9-step program.</li> </ul> |
| <p><b>WEAKNESSES:</b></p> <ul style="list-style-type: none"> <li>• <b>Underutilization of advanced HR technology</b> features, such as AI for recruitment and tracking.</li> <li>• Limited <b>employee engagement initiatives</b> despite growing workforce demands.</li> <li>• Lack of an updated <b>citywide new hire orientation</b> program incorporating City Council initiatives.</li> <li>• <b>Cumbersome legacy systems</b> and <b>data inconsistencies</b> in personnel files.</li> <li>• Lack of automated employee self-service requires HR to make manual changes.</li> <li>• Wage data from <b>2021 survey driving the Un-Siloed wage scales</b>.</li> </ul>   | <p><b>THREATS:</b></p> <ul style="list-style-type: none"> <li>• <b>Economic uncertainty</b> and potential budget constraints affect recruitment and retention.</li> <li>• <b>Increased competition</b> from neighboring municipalities offering higher total rewards packages.</li> <li>• <b>Affordable housing shortages</b> affecting employee relocation and retention.</li> <li>• <b>Cybersecurity risks</b> associated with increased reliance on digital HR tools.</li> <li>• <b>Very low unemployment</b> in Wasatch County at 3.3% compared to the state level of 4%.</li> <li>• <b>New resort hospitality businesses</b> currently hiring at competitive rates of pay.</li> </ul>  |

## SWOT ANALYSIS – POLICE DEPARTMENT 2024-2025

### **STRENGTHS:**

- Employee Retention
- State of the art facility
- Community outreach
- The trust of our local citizens
- Accountability with our staff
- Rewarding and recognizing outstanding work by our staff
- Youth outreach
- Department Culture
- Teamwork
- Evidence Processes
- Career ladders/advancements
- Promoting education with our employees
- No kill animal shelter
- Crossing Guard Program
- CIT Training
- State Accredited agency
- Traffic Unit
- Animal Control MOU
- Attendance at

### **WEAKNESSES:**

- Wages/benefits for the cost of living in this area
- Reality of our staff owning homes
- Cost of living for rent
- Keeping up with the increased Traffic
- Increasing Staffing with the Population
- Supervision of officers during nighttime hours.

### **OPPORTUNITIES:**

- Strengthening our ties with Local/ County agencies.
- Midway Contracted Patrols
- County Emergency Management Plan (CEMP)
- City Bypass
- New High School / New School Resource Officer
- City Expansion/Annexation
- Finishing K9 Program

### **THREATS:**

- Mental illness & suicidal tendencies
- Drugged drivers (marijuana & opioids)
- Traffic on Main Street
- Increased audits by the State of Utah
- Mass shootings
- Wildland fire mitigation plans
- State/Federal mandates
- City Expansion/Annexation
- Civil unrest & protests
- 1<sup>st</sup> Amendment audits
- Employee Retention

# SWOT Analysis 2025 Cemetery/Parks

## SWOT ANALYSIS

|  |   |
|--|---|
| <p><b>STRENGTHS:</b></p> <ul style="list-style-type: none"> <li>-New office building and columbarium</li> <li>-New Park's Standards</li> <li>-Expanded Break/training room</li> <li>-Central Control water saving system, which conserves water.</li> <li>-Utilizing newer and more reliable equipment.</li> <li>-We have a lot of experience in what we do.</li> <li>-We work well as a team and with other departments.</li> <li>-We have a well-rounded diversified team that can step in for other team members as needed.</li> <li>-Willingness to listen to special committees and organizations on new projects.</li> </ul> | <p><b>OPPORTUNITIES:</b></p> <ul style="list-style-type: none"> <li>-Central Control Sprinkling System throughout the city</li> <li>-TAP tax</li> <li>-New dirt shed</li> <li>-Lean-to on storage building to allow for more storage</li> <li>-Grants</li> <li>-Working with other departments and entities.</li> <li>-Having more employees allows more opportunities/time for more specialized training. Continuing education credits.</li> </ul>   |
| <p><b>WEAKNESSES:</b></p> <ul style="list-style-type: none"> <li>-Seasonals need more training</li> <li>-More safety training needed</li> <li>-Lack of computers for staff</li> <li>-Lack of seasonal applicants/employees</li> <li>-We are a small department and do not have time for taking care of special projects.</li> <li>-Fast-growing community with lots of new development/parks without adding more employees. Department is spread thin at times. We can't take care of it the way it deserves to be cared for.</li> <li>-Department is outgrowing the existing shop and storage needs.</li> </ul>                   | <p><b>THREATS:</b></p> <ul style="list-style-type: none"> <li>-Lack of security of equipment. No secure storage.</li> <li>-Lack of communication between new construction areas and parks areas</li> <li>-New tech/software not working, wastes time trying to get it to work</li> <li>-Construction company expanding more takes away storage and parking for our department.</li> <li>-City growth. Adding more parks/facilities to maintain but not adding more staff to maintain it.</li> <li>-Not enough space for current equipment/staff.</li> <li>-Not having staff official on-call with on-call pay to handle it.</li> <li>-Dealing with special committees wanting us to focus on them and using our budget for their projects.</li> <li>-Reliable seasonal help that follows through on assigned work</li> <li>-Grant matching money coming out of the operational budget.</li> </ul> |

**HEBER CITY CORPORATION**  
**75 North Main Street**  
**Heber City, UT 84032**  
**Heber City Council Meeting**  
**December 3, 2024**

**DRAFT Minutes**

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

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

Mayor Heidi Franco called the meeting to order at 4:02 p.m. and welcomed everyone present.

**City Council Present:** Mayor Heidi Franco  
Council Member Yvonne Barney - arrived remotely at 4:06 p.m.  
Council Member Aaron Cheatwood - arrived at 4:06 p.m.  
Council Member Mike Johnston  
Council Member Sid Ostergaard  
Council Member Scott Phillips - remotely

**Staff Present:** City Manager Matt Brower  
Assistant City Manager Mark Smedley  
Community Development Director Tony Kohler  
Planning Manager Jamie Baron  
City Engineer Russ Funk  
Chief of Police Parker Sever  
Enforcement Officer Travis Price  
Parks and Cemetery Director Mark Rounds  
Public Works Director Matthew Kennard  
Public Works Foreman Rance Echols  
City Attorney Jeremy Cook  
City Recorder Trina Cooke

**Staff Participating Remotely:** Finance Manager Sara Jane Nagel, Deputy City Recorder Robin Bond, Public Works Director Matthew Kennard, Engineer Kyle Turnbow, Assistant City Attorney J. Mark Smedley, Human Resources Manager Cherie Ashe, and IT Specialist Anthon Beales.

**Also Present:** Tori Broughton, Mia Yue, Scott House, Greg Royall, Jason Glidden, Dale Steward, Neil Goldman, David French, Michael Marini, Andy Dorobek, Mark Blossil, Bryanna Layer, Janet Blossil, Derek Anderson, Ileana Anderson, Katie Wilkins, Tara Morris, Todd Anderson, Paul Watkins, and others who did not sign in or whose handwriting was illegible.

**Also Attending Remotely:** (names are shown as signed-in online) Catherine, Christen Thompson, Dan, Jason Talley, Michael Mills, SRH, Alex, B, C Lewis, Cameron, Chelsea Wall, Grace Doerfler KPCW, Ileana Anderson, Jami Hewlett, Jay, Jen, Jeremy Call, Kelli, Kyle Turnbow, Lindsay, Liz Lange, Marian Crosby, Matt W, Maxx Cohen, NA, S, and a Wasatch County Resident.

1. Wasatch Trails Foundation Presentation (Mia Yue) - 20 min

Executive Director of the Wasatch Trails Foundation, Mia Yue, explained the foundation was a back-country trails advocacy group. She shared the information from the attached presentation regarding the maintenance required for the Wasatch Mountains trail system. The Park City Mountain Trails Foundation had sponsored the initial pilot year for the Wasatch Trails Foundation's trail maintenance program. The foundation was seeking TAP (Trails, Arts, and Parks) tax funding from Heber City to continue the maintenance program. The foundation's Board President Scott House described how the funding was maximized through grant match programs. The foundation wished to be a partner with the local entities that they were asking to help fund the basic needs for the trail maintenance program.

City Manager Matt Brower explained that the City had set aside \$150,000 of the TAP tax revenue annually for trail maintenance. Council had not specified whether the funds were to be directed to paved or back-country trails. Council expressed support of the program. Discussion continued regarding maintenance responsibility of the trail systems within developments, maintenance continuity, and grant possibilities.

2. 300 South Trail Recommendation (Russ Funk, City Engineer, Mia Yue) - 20 min

City Engineer Russ Funk wished to confirm Council support for the paved trail on 300 South from Main Street Park on 100 West to 600 West. He described the significance of the trail section and felt the trail needed to be 8 feet wide. He shared some of the obstacles the trail installation was facing. Mr. Funk asked Council to support Staff's recommendation for a budget amendment in order to proceed with the engineering design through the winter and begin construction in the spring. He explained that the item was also on the Action Items agenda for a Council vote. Discussion continued regarding funding, possible grants, and the alignment of the trail.

3. Callaway Drive Sewer Maintenance Access and Weed Abatement (Matthew Kennard, Public Works Director) - 20 min

Public Works Director Matthew Kennard described the concern with certain areas in the City that the Public Works Department needed to access for sewer mainline maintenance. He shared images mapping the City sewer lines in the areas of concern. Adjoining property owners had ignored the City's requests to not place structures on the easements along the canal as it prohibited access to the sewer main lines. Discussion followed regarding who owned the land where the easements were located for sewer line access and methods to prevent future violations.

City Manager Matt Brower indicated that Staff was seeking Council's approval to begin outreach to the property owners in the areas of concern. City Engineer Russ Funk clarified where the City currently held ownership of easements. Consensus of Council majority provided consent for Staff to proceed with an outreach plan for the property owners. There would also need to be negotiations for an agreement with the Central Utah Water Conservancy Project to access easements they owned along the canal.

Enforcement Officer Travis Price shared his efforts to identify areas violating the weed abatement requirements. There had been trouble establishing ownership of land in certain areas of the City. He reviewed the City Code requiring vegetation to be trimmed to no taller than four inches to minimize fire hazards and to poison noxious weeds.

Discussion followed regarding who was responsible for the maintenance along City easements that were located on private residential property. Officer Price had researched the cost to outsource the weed abatement in the easement areas and had determined that it was cost prohibitive. He wished to begin outreach to home-owners that were responsible for the maintenance.

4. FEMA Floodway Encroachments (Russ Funk, City Engineer) - 20 min

City Engineer Russ Funk shared images of structures that homeowners had constructed or placed in the FEMA designated flood-way and flood-plain. Heber City was enrolled in the National Flood Insurance Program (NFIP) which prohibited any structures located in the flood-way or plain. Many of the property owners had installed fences within the prohibited area. Consequences to the City if the structures were not removed could be fines or suspension from the NFIP. Council expressed support for Staff to reach out to the property owners to communicate the need to take action.

5. Request from Jordanelle Ridge to Modify Upper Village Transportation Master Plan (Russ Funk, City Engineer) - 20 min

Discussion for this agenda item was postponed.

**II. BREAK - 10 MIN**

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

1. Call to Order

Mayor Heidi Franco called the meeting to order at 6:10 p.m. and welcomed everyone present.

2. Pledge of Allegiance (Heidi Franco, Mayor)

Mayor Heidi Franco led the recitation of the Pledge of Allegiance.

3. Prayer/Thought by Invitation (Sid Ostergaard, Council Member)

Council Member Ostergaard recognized how special the Heber Valley and its citizens were. He asked the community to reach out to their neighbors as Christmas approached to ensure everyone had what they needed.

**IV. AWARDS, RECOGNITION, and PROCLAMATIONS:**

1. Mayor's Award Presentation to Heber Valley Airport Manager Travis Biggs

Mayor Franco read the letter submitted by the Wasatch County Fire Warden Troy Morgan nominating the Heber Valley Airport Manager Travis Biggs for his assistance during the past year's fire season as well as preceding fire seasons. Mayor Franco thanked Mr. Biggs and presented him with a token of appreciation from the City.

**V. CONFLICT OF INTEREST DISCLOSURE:**

There were no conflicts of interest to disclose.

## VI. CONSENT AGENDA:

**Motion:** Council Member Ostergaard moved to approve the Consent Agenda as presented. **Second:** Council Member Johnston made the second. **Voting Yes:** Council Members Ostergaard, Barney, and Johnston. **Voting No:** None. Council Members Cheatwood and Phillips had stepped out of the meeting. The **Motion Passed 3-0.**

1. Approval of November 5, 2024, City Council Meeting Minutes (Trina Cooke, City Recorder)
2. Fiscal Year 2026 Budget Calendar Adoption (Sara Nagel, Finance Manager)
3. 2025 Heber City Observed Holidays (Cherie Ashe, Human Resources Manager)
4. Ordinance 2024-27 to Adopt the 2025 Annual City Council Meeting Schedule (Trina Cooke, City Recorder)

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

Iliana Anderson, Moulton Lane resident, expressed concerns with the proposed Crossings annexation and development. She hoped Council would hold the development to the established NVOZ (North Village Overlay Zone) code. She felt the code helped the City maintain its rural feeling and charm. She read from page 11 of the code pertaining to required transitions and buffering for existing residential development. The development plans had buildings along her property line that were planned to be 70-foot tall which far exceeded the code. She hoped the City would challenge the developers to adhere to the established code.

Tara Morris was concerned with the Crossings development as well. She was concerned with the water issues and how the aquifer could be protected from a large development being constructed atop it. She felt people did not move to the Valley for its retail shops but for the open space and beautiful farming culture.

Brianna Layer was concerned about the proposed Harvest Village annexation and felt it was heart-wrenching to lose the open space when entering the valley. She said the entry to the valley felt like a sanctuary and to lose the open space beauty upon entering the valley was very sad. She hoped the Council would take a hard look at the proposed annexation and make the right decision.

Catherine lived on 200 South and wanted to know when the construction would be done. The City had informed the community it would be done by December 1 and it was still not completed. She also said only half of her road had been chip-sealed due to the construction. City Manager Matt Brower explained some of the challenges that had caused delays with the construction. Engineer Russ Funk explained that the road would be completed during a future season.

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

1. Public Hearing and Possible Council Action on Ordinance 2024-28 to Amend the Heber Valley Airport Fees in the Consolidated Fee Schedule (Sara Nagel, Finance Manager)

Heber Valley Airport Manager Travis Biggs introduced the agenda item and the Airport Consultant Ryan Leik. Mr. Leik provided information as attached in the meeting materials and included in the meeting recording. He reviewed the results of the feasibility study for the airport's rates and fees and provided study context. He shared the fee schedule comparison for the existing fees versus the proposed fees and forwarded the recommendation from the Airport Advisory Board (AAB) as well as the recommendation from the consultants, Staff, and the Airport Legal Counsel. The recommendation was to increase the Airport fees within the Consolidated Fee Schedule in order to support ongoing capital improvements and operating costs.

AAB Chairman Jason Talley noted that the 3% transfer fee was for new leases and lease transfers. He recommended that Council direct the AAB perform an annual review for all fees. Mr. Talley shared conversations with commercial operators who had expressed interest in opening operations at the Heber Valley Airport. He asked for Council's direction to have Airport decisions regarding the commercial minimum standards to be presented to the AAB prior to involving consultants. Mr. Brower indicated the City Staff reviewed the consolidated fee schedule annually within the budgeting process.

The Public Hearing was opened at 6:46 p.m.

Jason Talley, speaking as the CEO of Elemental Aviation, one of the two declared commercial operators at the airport, expressed appreciation for the scaled commercial aeronautical fees. He felt it would allow his company to continue activity in Heber that would produce sales tax revenue. He proposed the fee for sales in excess of one million dollars be increased from \$2,000 to \$5,000. Mr. Tally expressed it was important that those who used the airport, pay for it.

With no one further coming forward from the public, the Public Hearing was closed at 6:48 p.m.

Council discussion followed to clarify the proposed fees.

**Motion:** Council Member Johnston moved to adopt ordinance 2024-28, amending the Heber Valley Airport Fees in the Consolidated Fee Schedule, with the findings that the proposed landing fee increase is reasonable and not unjustly discriminatory pursuant to FAA rules and policy, and also, the fees adoption were necessary for the airport to remain self-sustaining. **Second:** Council Member Ostergaard made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Barney, and Johnston. **Voting No:** None. Council Member Cheatwood was not present. The **Motion Passed 4-0.**

2. Review of Development Agreements for North Village Crossing and Harvest Village (Tony Kohler, Community Development Director, Jeremy Cook, City Attorney ) - 90 min

Community Development Director Tony Kohler shared maps reflecting the annexation boundaries for the proposed Harvest Village and Crossings annexation. He provided zoning map comparisons for the North Village and shared the zoning differences between Wasatch County, where the land was currently located, and Heber City, where it would be located if the City were to approve the annexation as found in the associated meeting materials. Crossings development representative Russ Skousen described the proposed workforce housing in the site plan that would fulfill the affordable housing requirement. Mr. Kohler continued to provide the building height comparison for the different types of building uses, retaining wall heights, and slope stability studies needed.

Paul Watson, development engineer, shared a retaining wall map for the site plan. He described the walls versus grading cuts on the landscape. The development engineer would be required to meet with the canal company to approve the walls proposed below a canal. Discussion continued regarding the retaining walls; flood pla; the retention basin located above the proposed development; groundwater and Geotech testing; provision of workforce and affordable housing; and proposed density concerns. Council Members described their individual preferences and priorities for the proposed development design.

Development representatives recalled that the area did not fall within City boundaries yet and hoped to negotiate a balance that would benefit the City and the developer in order to annex into City limits. City Engineer Russ Funk stated the streets planned were compliant with the City's transportation plan standards for a major collector road and met the design criteria.

Mountainlands Community Housing Representative Jason Gliddon confirmed that affordable housing was a density bonus and impact fees should only be waived on affordable housing offered above and beyond the municipality's requirement. He shared a presentation including how to determine and satisfy the affordable housing requirement, on-site versus off-site affordable units, and additional details that would need consideration for successful affordable housing such as a fee-in-lieu or deed restrictions.

Mayor Franco opened the discussion for public comment.

Mark Blasil asked if the development agreement would trump existing City Codes. From listening to the negotiations that evening, he felt the city was moving forward with the annexation. He said the City did not need another gas station. He said Heber was laughed at because of the out-of-control growth and no plan.

Christen Thompson asked that the negotiations include a timeline for the completion of the trail system the developers would be installing. He felt the additional amenities mentioned by Council Members would be good to create community gathering spaces in the area. Mr. Thompson asked that Council not make exceptions for added density.

Tori Broughton felt it was the right area in the valley for the proposed development. She felt if a school teacher did not want to live there, then perhaps the City needed to reconsider the possibility of off-site affordable housing. She said that if rental units did not make sense in the area, the City could make everything short-term rentals because she felt the valley did have a shortage based on the number of events hosted. She suggested that if rental units were constructed, they needed a way to make them attractive to the local workers. She felt there were a lot of single active people who needed to have storage for their outdoor activities equipment.

Tara Morris felt the proposal was disgusting. She did not believe the developers knew anything about what the community needed and said she guaranteed the Heber Valley community as a whole did not want the proposed development. The Valley did not need another hotel, as the existing hotels were not filled. Her kids did not want to play in a park surrounded by buildings. They did not need another dog park. She felt the Valley needed to preserve its open space as the State was in a drought. She called the developers greedy, asked that another third party perform the water study, and said the trees they intended to plant were some of the worst for water consumption. She asked the Mayor and Council to please preserve the beauty of the valley which was the farmland, open space, and the mountains.

Ms. Morris said she knew that 80% of homes around the new Smith's were second-home-owners. She did not feel the proposed development fostered community or families.

Iliana Anderson asked the City stick to the North Village Overlay Zone and to not give the developers a ton of concessions. She said she knew that the County had changed the density in the area and would not allow the density the developers were claiming.

Council Member Barney shared that the Council had received an email from Michael Mills, Director of the Central Utah Water Project expressing concerns with the proposed developments stormwater management plans. Mr. Mills asked the Council to ensure both projects had sustainable stormwater management plans in place as the discussions and negotiations proceeded. His biggest concern was that the stormwater would end up in the Provo River. Andy Dorobek with Harvest Village had been studying the stormwater plan and stated that their project would not permit runoff into the Provo River. Harvest Village Representative Neil Goldman proposed a clause in the agreement stating runoff into the Provo River would not happen. They were confident their engineers would be able to design an achievable stormwater management plan. Mr. Goldman added that the Harvest Village development hoped to leave the meeting with some direction.

Matt Brower informed Council that the Harvest Village annexation would create a temporary island as the property owner of the area, Howard Saldarini, intended to annex into Heber City separately. City Attorney Jeremy Cook explained the purpose of Mr. Saldarini annexing separately was that it would be an abbreviated process. Mr. Cook felt he had consensus on several issues to allow staff to move forward with the agreement negotiations. He felt there was a consensus to not waive impact fees, to require installation payments of the preservation fees in line with development progression, but noted there was still a lack of consensus regarding affordable housing. Council Member Barney wanted the fire chief to confirm his approval of the development design for the Council and asked for more transparency. The Mayor asked for a clause to be added indicating utilities would be stubbed in; she did not feel the projects should be allowed to maintain the density for land purchased by UDOT (Utah Department of Transportation); and noted that the City no longer accepted a fee in lieu for affordable housing. Discussion continued regarding Council preferences, how to incorporate affordable housing, and the need to better define affordable housing in the City Code.

**Motion:** Council Member Barney moved to extend the meeting to 10:45 p.m. **Second:** Council Member Cheatwood made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, and Barney. **Voting No:** Council Member Johnston. **The Motion Passed:** 4-1.

**Motion:** Council Member Cheatwood moved to continue the discussion on the MDAs (master development agreements) for the two properties to a future date, as soon as they could be fit back in, hopefully the next meeting. **Second:** Council Member Ostergaard made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. **The Motion Passed Unanimously, 5-0.**

### 3. 300 South Trail Recommendation (Russ Funk, City Engineer, Mia Yue) - 15 min

This agenda item was previously discussed during the preceding Work Meeting. City Engineer Russ Funk explained the motion needed from Council was to put the trail design project out to bid and return to Council with a budget amendment to approve the contract.

**Motion:** Council Member Cheatwood moved to direct Staff to put out an RFP (request for proposals) to receive bids, then once a proposal from an engineer was selected, staff would return to Council with a request for a budget amendment. **Second:** Council Member Johnston made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

4. Resolution 2024-20 to Update the Parks Policy (J. Mark Smedley, Asst. City Manager) - 10 min

Assistant City Manager Mark Smedley explained the updated policy outlined the park rental procedures, acceptable park behavior, and prohibited behaviors. Council Member Cheatwood expressed concern with the language prohibiting dogs from all parks as there was a dog park in the City. He questioned language that was vague or open to interpretation being difficult to enforce. Council further discussed protestors; peaceful demonstrations; political campaigning; what behaviors could be allowed or disallowed; purposes for park reservations; and how to prevent multi-day or extended monopolization of park space.

**Motion:** Council Member Cheatwood moved to continue the discussion of Resolution 2024-20 to the next time it could return to a meeting with the changes discussed. **Second:** Council Member Ostergaard seconded the motion. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.**

#### **IX. COMMUNICATION:**

1. Establish Dates for Annual 2025 City Council Retreat (Matt Brower, City Manager)

It was decided that the 2025 Annual City Council Retreat would be held on Thursday, January 16, and Saturday 18, 2025, with additional details to follow.

City Manager Matt Brower invited Council and the community to the Old Fashioned Christmas celebration scheduled for Friday, December 6, 2024, from 6:00 p.m. to 8:30 p.m.

Mr. Brower invited Council to the Citywide Staff Christmas party scheduled for Thursday, December 12, from 6:00 to 8:00 p.m. at the Timpanogos Valley Theatre.

City Engineer Russ Funk recalled the Council's priority to install a backup generator at the Heber Valley Hospital. The original enclosed design would exceed the budgeted amount. Staff had scaled back the project and redone the design to cost less but the project would still need a budget amendment to be completed. He asked to return the budget amendment to the next meeting on the Consent Agenda for Council approval. Council majority expressed support.

#### **X. ADJOURNMENT:**

**Motion:** Council Member Ostergaard moved to adjourn. **Second:** Council Member Cheatwood made the second. **Voting Yes:** Council Members Phillips, Ostergaard, Cheatwood, Barney, and Johnston. **Voting No:** None. The **Motion Passed Unanimously, 5-0.** The meeting adjourned at 10:42 p.m.

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Trina Cooke, City Recorder



## Heber City Council Staff Report

**MEETING DATE:** 1/7/2025  
**SUBJECT:** Declaration of Surplus Equipment For Sale  
**RESPONSIBLE:** Parker Sever  
**DEPARTMENT:** Police Department  
**STRATEGIC RELEVANCE:**

### SUMMARY

Staff is seeking Council's support to surplus attached list of vehicles with the intent to sell the vehicles. Vehicle use was facilitated via a lease agreement which has since expired. The vehicles have been purchased from the lease company, paying the residual value, and staff is requesting Council declare the vehicles surplus with the intent to sell the vehicles.

### RECOMMENDATION

Council authorize the surplus and and sale of the 6 previously leased vehicles.

### BACKGROUND

The Heber City Police Department currently leases the majority of its fleet. The lease was up on 1 ford explorer and 5 dodge trucks. Previously the leasing company was not recouping enough residual back for the vehicles and were quickly selling them for less than market value.

On these 6 vehicles we have purchased them from the leasing company and Heber City now owns them. Per the City purchasing policy the vehicles were declared surplus City equipment and were offered for possible use to other City departments. No department expressed interest in the vehicles. We are now requesting permission to sell the surplus City equipment. While the vehicles are low on miles they were due for a dramatic increase in the lease payment which necessitated their purchase and sale.

The police department will work with the fleet manager to sell the vehicles in a manner that recoups the most for the city. This method may be through auction or private sale. The vehicle(s) may also be sold to employees for the same price that would be acquired from private sale.

## DISCUSSION

## FISCAL IMPACT

Recouped revenue in an amount probably to exceed \$150,000.00.

## CONCLUSION

## ALTERNATIVES

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

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## 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 , 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.

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## ACCOUNTABILITY

**Department:** Police Department  
**Staff member:** Parker Sever, Chief of Police

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## EXHIBITS

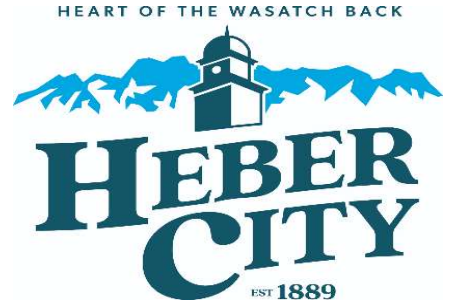
1. Vehicles for sale

| <b>VEHICLE</b>               | <b>MILEAGE</b> |
|------------------------------|----------------|
| 3368 -2022 Dodge Ram 1500    | 21921          |
| 3370-2022 Dodge Ram 1500     | 25813          |
| 3371- 2022 Dodge Ram 1500    | 22812          |
| 3367-2022 Dodge Ram 1500     | 32518          |
| 3366- 2022 Dodge Ram 1500    | 15517          |
| 0885- 2022 Ford Explorer XLT | 32593          |

# HEBER CITY COUNCIL STAFF REPORT

MEETING DATE: 1/7/2025

SUBJECT: Mayor’s Nomination for Planning Commission  
And Planning Commission Alternate.



RESPONSIBLE: Mayor Heidi Franco

STRATEGIC RELEVANCE: Necessary Administrative Item

## RECOMMENDATION

Mayor is renominating **Darek Slagowski** for another six-year term to the Planning Commission (from Jan 2025-Jan 2031).

Mayor is also nominating **Robert McKinley** as Planning Commission Alternate, a two-year term (from Jan 2025 – Jan 2027).

Historic Preservation Commission Chair Michael Moulton and Scott House on POSTT Committee have resigned.

The Mayor thanks Michael Moulton and Scott House for their dedicated service to Heber City!

## CONCLUSION

Recommend approval.

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### Application Information for Planning Commission Alternate:

#### Robert McKinley

Name Robert McKinley

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Email Address rmckinley1234@gmail.com

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Address 1107 E 2810 S

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City Heber City

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|  |   |
|--|---|
| State  | UT  |
| Zip Code                                       | 84032   |
| Background/Experience/Qualifications           | Before retiring I served as city attorney for two separate municipalities, in that capacity drafting comprehensive land use and zoning ordinances as well as advising other cities on land use issues. As an attorney I frequently appeared before zoning and land use bodies on behalf of both landowners and developers. In addition, I served on several local and regional land use and planning task forces, lectured and prepared handbook material for state bar association programs and as a member of a county economic development commission, chaired the transportation committee, working with and testifying before state and local highway commissions. |
| Why I want to serve on the Planning Commission | I have a unique expertise that allows me to sometimes view complex development issues from the perspective of both local land owners, potential developers and city planning officials. Given the community issues arising in Heber as growth continues, my experience and perspective could be of help in navigating the sometimes tumultuous differences that arise in these situations. I presently serve on the Audit Committee. While I don't see a conflict between serving on both, I feel my background and expertise would allow me to make a more significant contribution to the Planning Commission.  |
| Electronic Signature Agreement                 | I agree.  |
| Electronic Signature                           | Robert W. McKinley  |



# Heber City Planning Commission

## 2025 Issues for Consideration

January 7, 2025

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# 2025 Heber City Planning Commission

Dennis Gunn - Chair Person

Dave Richards - Vice-Chair

Tori Broughton

Darek Slagowski

Phil Jordan

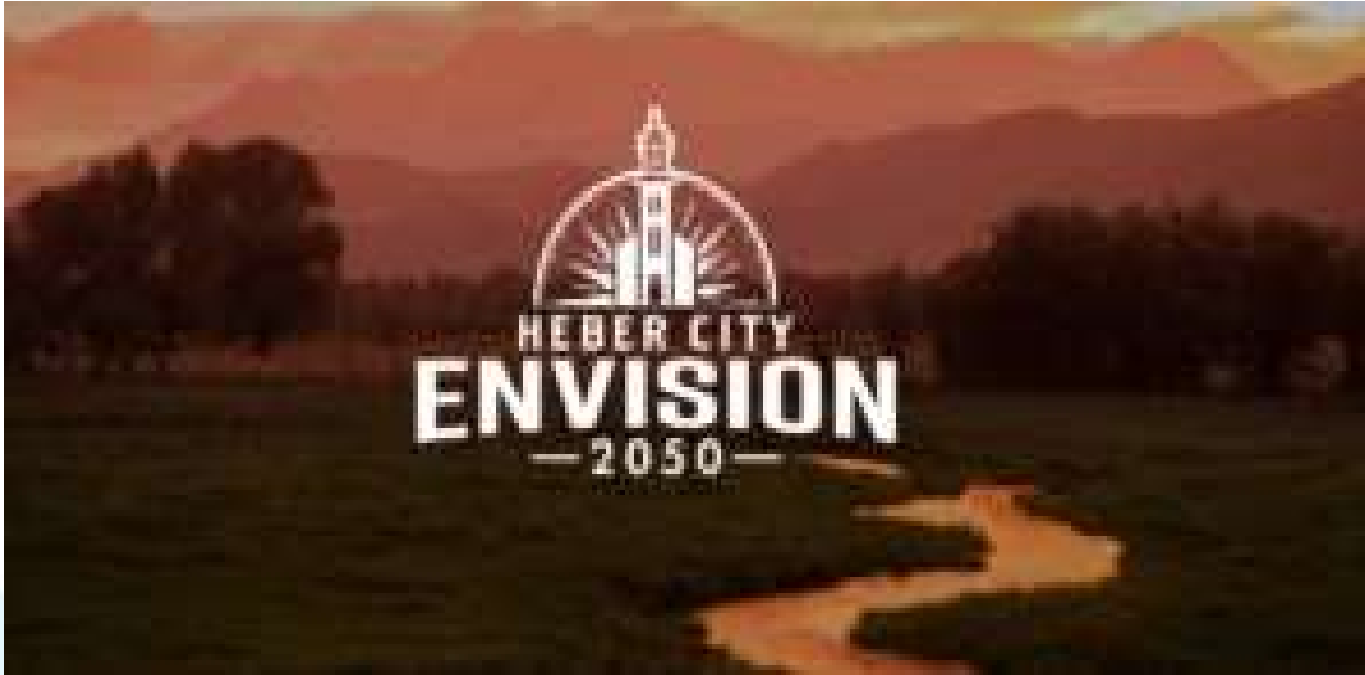
Greg Royall (Alternate)

Joshua M. Knight

Robert Wilson

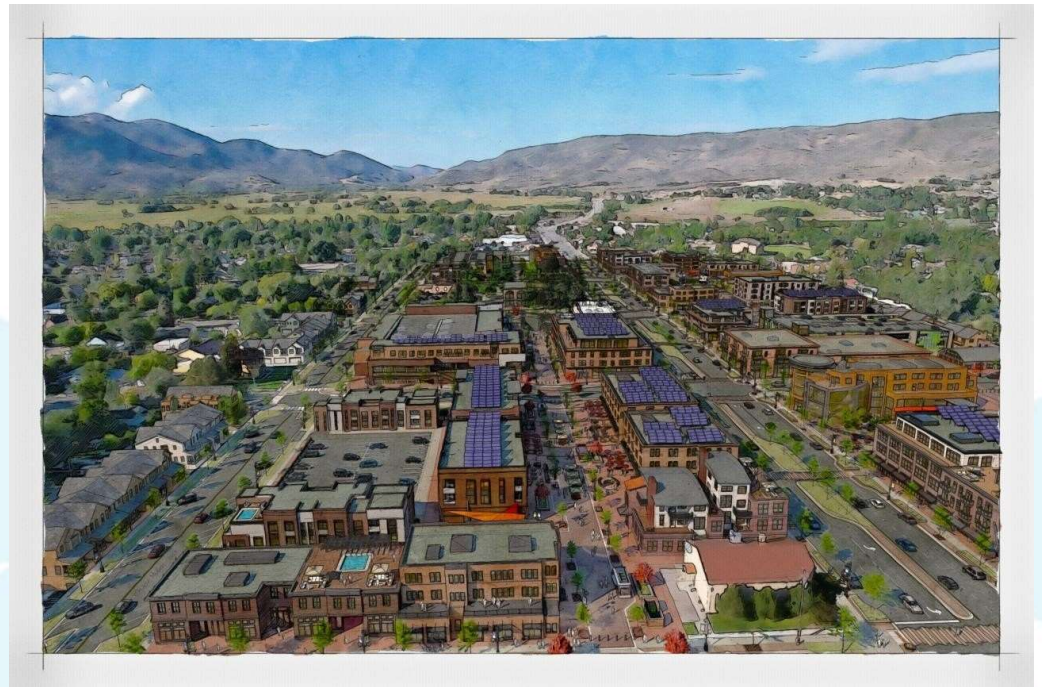
# 2024 Heber City Planning Commission Action Items

- Permitted Uses in the Business and Manufacturing Park (BMP) Zone
- Commercial Daycares as a Conditional Use in Residential Zones
- Review process for Central Heber Overlay Zone
- Mountainlands Technical College Annexation
- Power Industrial Park Amendment
- Proposed amendment to the City's Annexation Policy Plan

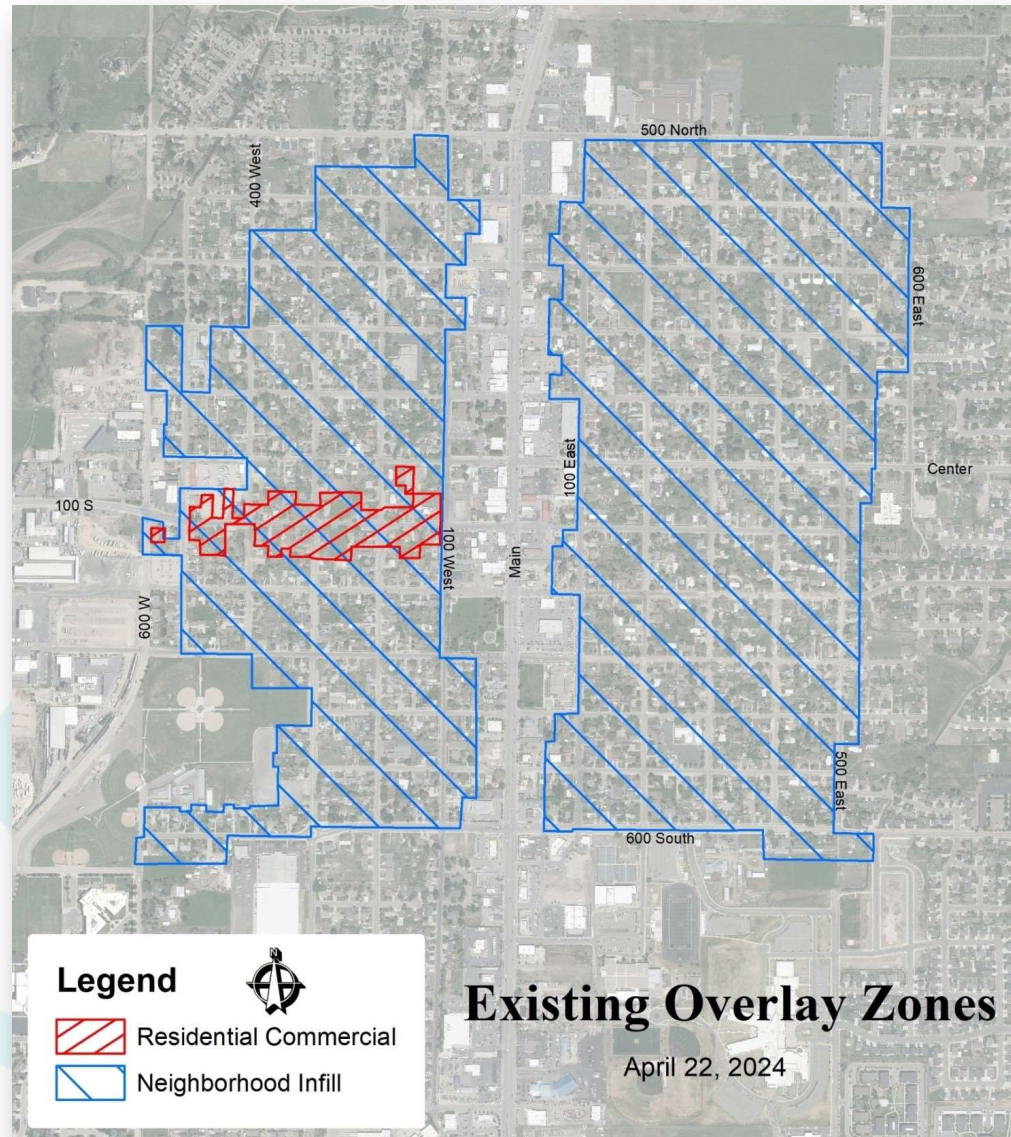


# Central Heber Vision suggested

- More Flexibility for the residential neighborhoods to allow for some infill options
- More Flexibility for the connecting corridor from the West Gateway along Midway Lane to the Downtown
- A Transition area from the downtown to the central neighborhoods with more flexibility



# Existing Overlay Zones



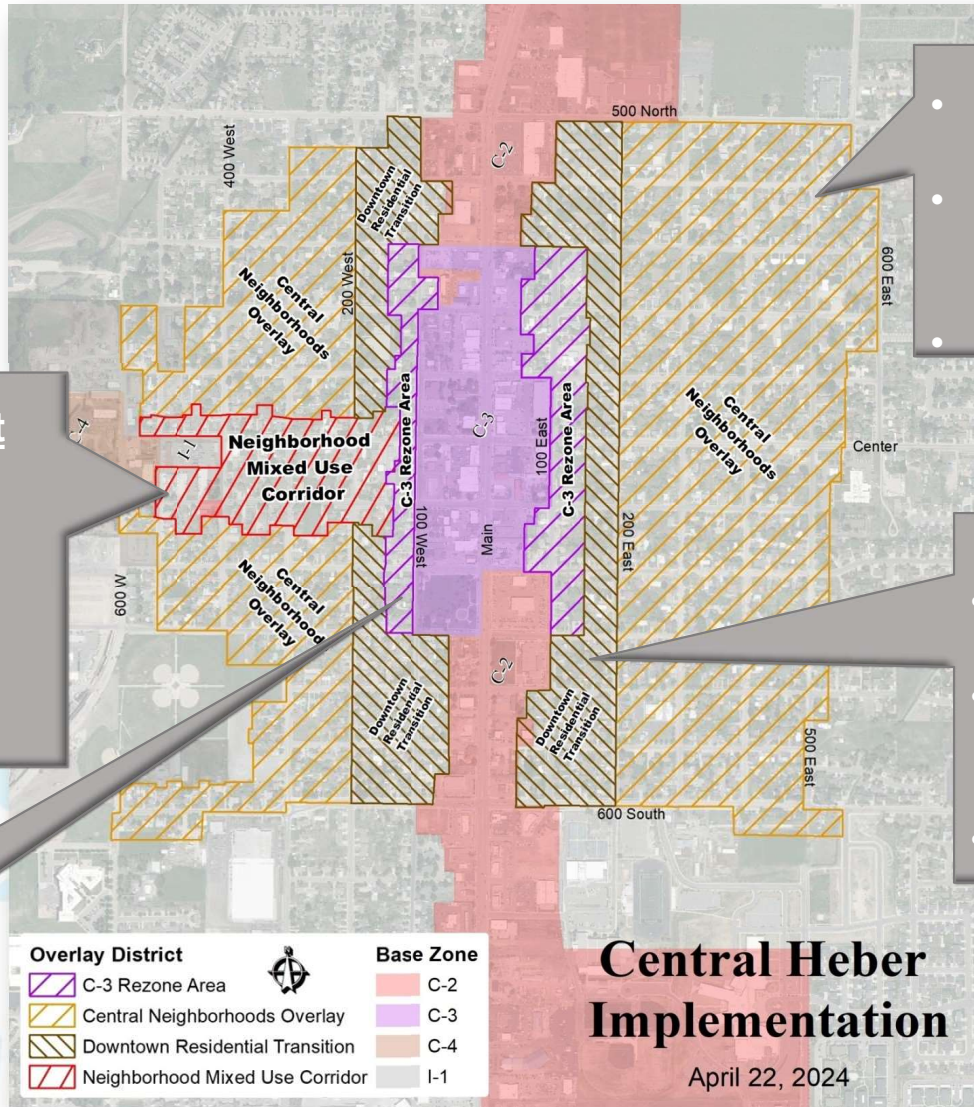
# Suggested Overlay Zone Sub Districts

## Midway Lane Sub-District

- Modifies existing Overlay Zone
- **Uses:** Hospitality, Small Commercial, Mixed Use, Missing middle residential
- **Height:** 30 to 35 feet

## Future C-3 Zone

- Could expand as requested



## Infill Sub-District

- Modifies existing Overlay Zone
- **Uses:** Flag Lots, Lots on Private ROW, Detached ADUs, Small Lots remain
- **Height:** 30 to 35 feet

## Transition Sub-District

- **Zone:** Modifies portions of existing Overlay Zone
- **Uses:** Missing Middle Residential, Corner Commercial
- **Height:** 35 feet

# Within the Overlays, there are new and/or revised Land Use concepts and some architectural Standards

- Flag Lots
- *Detached ADUs on a separate lot accessed by a permanent easement*
- Lots on a Private ROW
- 5' side yard homes
- Duplex and Twin home
- Mansion Homes (3 and 4-plex)
- Townhouse
- Multi-family courtyard-oriented development
- Mixed Use Buildings
- Commercial Buildings

# New potential concepts for Historic Building Preservation

- **Create Incentives**

- Certain housing types only allowed if existing front home is retained (deed restrictions) – could be universal in the ID
- Consider a Transfer of Development Rights (TDR) incentive

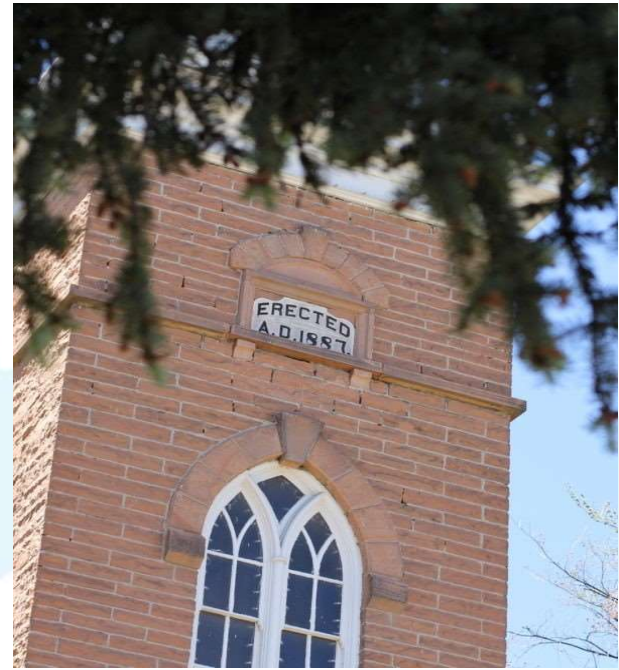
***Need something that helps an historic homeowner financially to accomplish upkeep and repairs***

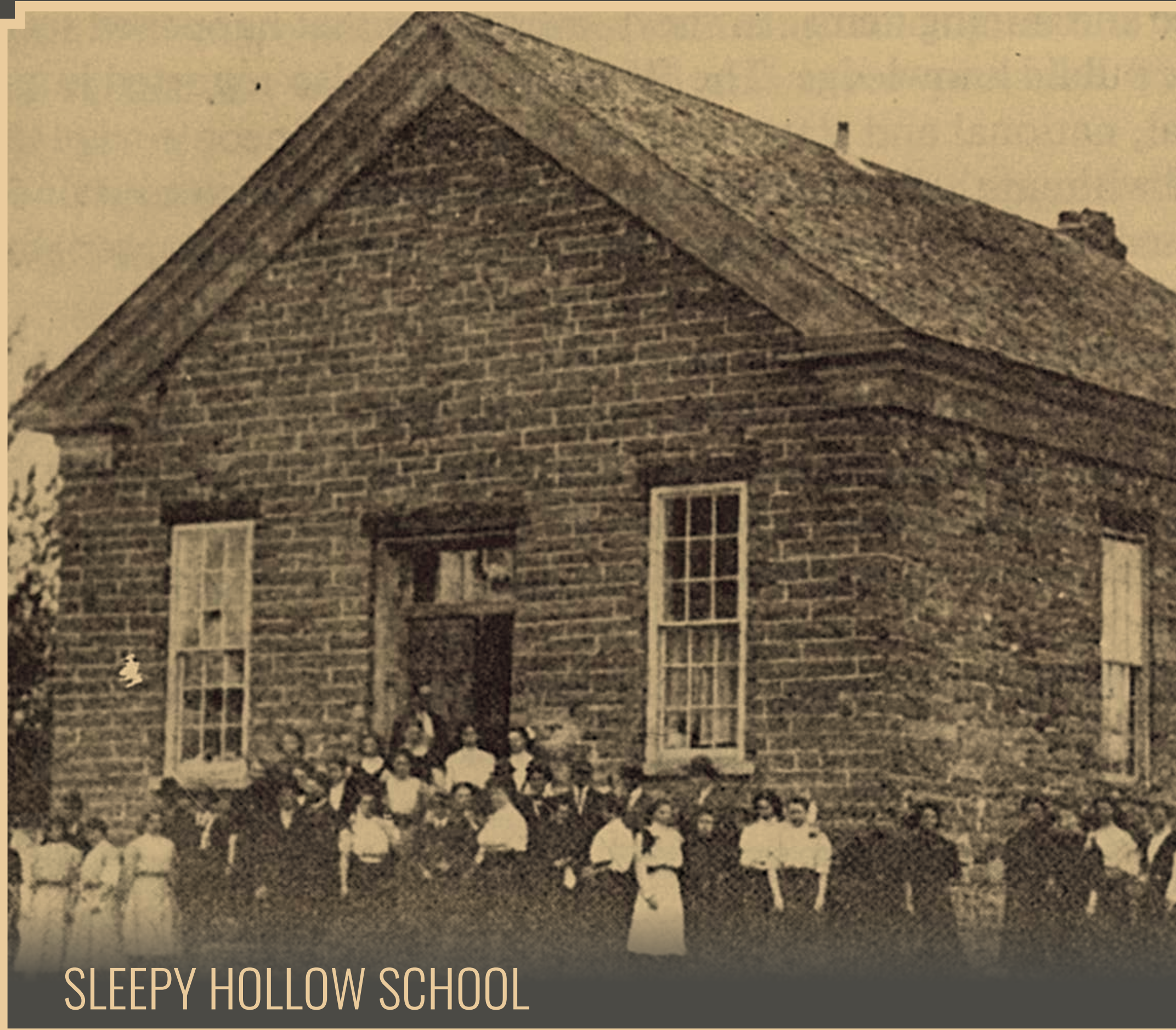
*Can it be guaranteed the dollars will be used for that?*

- **TDR for historic homes**

- Many programs across the Country
- Need to define what types of historic homes (age and/or character)
- City sets up the framework – private transactions
- ***Determine where the credits can be used***
- Developer buys TDR credits from homeowner
- Credits allow developer something extra (more height/more density)
- Deed restrictions and long term tracking

# Thank you!





SLEEPY HOLLOW SCHOOL

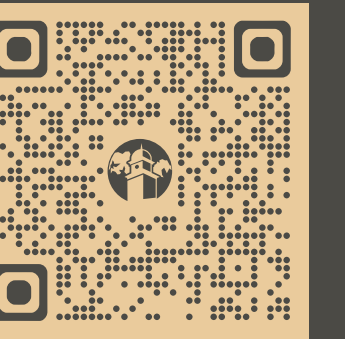


CENTRAL SCHOOL I



CENTRAL SCHOOL II

# Historic Central Schools



FOR MORE INFO

## SLEEPY HOLLOW SCHOOL 1867 - 1907

IN 1867, UTAH COUNTIES WERE ALLOWED TO FUND PUBLIC SCHOOLS THROUGH TAXATION. HEBER BUILT THREE ONE-ROOM SCHOOLHOUSES. SLEEPY HOLLOW SCHOOL WAS BUILT TO SERVE THE CHILDREN IN THE SOUTH AREA OF TOWN. IN 1892, A SCHOOL WAS NEEDED TO PROVIDE SPACE FOR SEPARATE GRADES. CENTRAL SCHOOL WAS BUILT AND THE OLD SCHOOL WAS CLOSED FOR A SHORT PERIOD. THE STUDENT POPULATION GREW AND THEY REOPENED SLEEPY HOLLOW SCHOOL FOR ADVANCED STUDIES UNTIL 1907.

## CENTRAL SCHOOL I 1892 - 1923

IN 1892, HEBER STARTED GRADED CLASSES AND THE CONSTRUCTION OF THE CENTRAL SCHOOL. THE NUMBER OF STUDENTS WHO ENROLLED IN THIS PUBLIC SCHOOL EXCEEDED EXPECTATIONS AND PLANS WERE MADE TO BUILD THE NORTH SCHOOL. ON A COLD JANUARY NIGHT, THE SCHOOL CAUGHT FIRE AND WAS DESTROYED. THE NEXT DAY ARRANGEMENTS WERE MADE FOR THE STUDENT CLASSES TO BE HELD IN CHURCHES AND OTHER SCHOOLS. THE DEBRIS WAS CLEARED AND PLANS STARTED FOR A NEW SCHOOL.

## CENTRAL SCHOOL II 1923 - 2002

EIGHT MONTHS AFTER THE FIRE, THE STUDENTS RETURNED TO THEIR NEW SCHOOL. THE COMMUNITY VOLUNTEERED MANY HOURS OF LABOR TOWARD THIS BUILDING, THEY PASSED A \$30,000 BOND FOR A MODERN ONE-STORY BRICK BUILDING. THE FINAL CONSTRUCTION WAS COMPLETED IN 1925. THE SCHOOL SERVED THE NEEDS OF THOUSANDS OF CHILDREN FOR 77 YEARS. IN 2002, THE BUILDING WAS SOLD TO HEBER CITY IN 2016 AND A NEW PUBLIC SAFETY BUILDING WAS BUILT ON THE OLD SCHOOL SITE.

## HEBER 3RD WARD BUILDING 1912 - 1969

COMMUNITY BUILDINGS WERE USED FOR MANY DIFFERENT PURPOSES BY THE SCHOOL, CHURCH AND GOVERNMENT. RESOURCES WERE SHARED TO FIT THE PUBLIC NEEDS, FOR EXAMPLE: THE HEBER 3RD WARD HELD THEIR MEETINGS IN CENTRAL SCHOOL WHILE THEY BUILT THEIR CHURCH. AFTER THE FIRE, STUDENTS WENT TO SCHOOL AT THE HEBER 3RD WARD AND THE SEMINARY BUILDINGS OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS.





SOCIAL HALL



SPRING MOUNTED DANCE FLOOR



# Historic Social Hall



FOR MORE INFO

## THE SOCIAL HALL 1909 - CURRENT

THE WASATCH WAVE REPORTED THAT “THE SOCIAL HALL IS ONE OF THE FINEST IN THE STATE AND HAD BEEN BUILT BY THE PEOPLE OF HEBER FROM VOLUNTARY CONTRIBUTIONS.” IT WAS DESIGNED BY ARCHITECT, R.C. WATKINS AND WAS CONSTRUCTED UNDER THE SUPERVISION OF ED CLYDE. THE BUILDING WALLS WERE NATIVE RED SANDSTONE, EACH STONE WAS HAND CHISELED. THE 60’X120’ BALLROOM HAD A SPRING DANCING FLOOR, A STAGE AND A SPECTATOR GALLERY. THERE WERE RESTROOMS, A CLOAKROOM AND A TICKET OFFICE. THE WEST ANNEX WAS A LARGE HALL USED FOR EVENTS.

## PIONEER DAY DANCE

THE WALLS WERE FINISHED THE SUMMER OF 1907 AND THE BUILDING NEARED COMPLETION IN JUNE OF 1908. THEY NEEDED TO RAISE FUNDS TO FINISH THE BUILDING. SO, A PIONEER DAY DANCE WAS PLANNED BUT THE DANCE FLOOR WASN’T DONE. THEY WORKED FOR TWO WEEKS TO FINISH THE FLOOR, SOMEONE SAID “THINGS WERE PRETTY LIVELY AROUND THE BUILDING BOTH DAY AND NIGHT.” THE FLOOR WAS FINISHED ON THE AFTERNOON OF JULY 23RD, JUST IN TIME. THE BUILDING WAS COMPLETED AND DEDICATED ON JANUARY 23, 1909.

## CHANGES THROUGH THE YEARS

A KITCHEN WAS ADDED BY 1917 AND THE A NEW CEILING SYSTEM REQUIRED THE REMOVAL OF THE BALLROOM PENDANT ARCHES IN 1928. THE ORNATE EXTERIOR FACADE WAS REPLACED WITH A SIMPLER GABLED ROOF IN THE EARLY 1940’S.

## SAVING THE HISTORIC BUILDINGS

THE SOCIAL HALL AND THE TABERNACLE WERE THREATENED WITH DESTRUCTION IN THE 1960’S, BUT THE CONCERNED CITIZENS OF HEBER CITY SAVED THEM. THE HALL WAS REPURPOSED FOR A SENIOR CITIZEN’S CENTER IN 1978 AND AGAIN IN 2004 FOR THE TIMPANOGOS VALLEY THEATER.

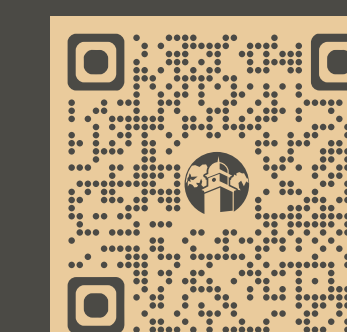
## SPRING MOUNTED DANCE FLOOR

THE BALLROOM HAS A 48’X88’ OVAL-SHAPED ELEVATED DANCE FLOOR. THE FLOOR IS SET ON 56 HEAVY COIL SPRINGS EMBEDDED IN NATIVE SANDSTONE. THE SYSTEM IS DESIGNED TO HANDLE THE MOVEMENT OF THE FLOOR. DANCERS BOASTED OF ITS EXCELLENT “FEEL”. THIS HALL IS ONE OF THE FEW SPRING MOUNTED DANCE FLOORS BUILT IN UTAH.





# Historic Wasatch Stake Tabernacle



FOR MORE INFO

## WASATCH STAKE TABERNACLE 1889 -1988

THE WASATCH WAVE ANNOUNCED “THE VALLEY’S LARGEST AND FINEST BUILDING... THE STAKE HOUSE IS FINISHED.” HUNDREDS OF PEOPLE PROVIDED THE MATERIAL AND ALL OF THE LABOR TO COMPLETE THIS BEAUTIFUL BUILDING. THE ORIGINAL PLAN OF THE BUILDING HAD AN ENTRANCE FOYER WITH STAIRS LEADING TO THE NORTH AND SOUTH GALLERY SEATS. THE LARGE ASSEMBLY HALL HAD A STAND AT THE WEST END, CONSISTING OF THREE TIERS OF SEATS, WITH A PULPIT TO BE USED BY CHURCH OFFICIALS. THE BUILDING HELD AS MANY AS 1500 PEOPLE.

## A SACRED PLACE TO WORSHIP

“THE FLOORS WERE SCRUBBED AND BLEACHED WITH HOMEMADE SOAP. HOMEMADE CARPETS WERE LAID DOWN THE AISLES. COAL OIL LAMPS HANGING FROM THE CEILING FURNISHED LIGHT. THE BUILDING WAS HEATED BY POTBELLY STOVES IN EACH OF THE FOUR CORNERS OF THE ASSEMBLY HALL. A DEFINITE SEATING ARRANGEMENT WAS PRESCRIBED. MEN SAT ON THE SOUTH SIDE, WOMEN ON THE NORTH SIDE, LADIES WITH BABIES AROUND THE STOVES IN THE CORNERS, AND MIXED COUPLES IN THE CENTER.” *HOW BEAUTIFUL UPON THE MOUNTAIN.*

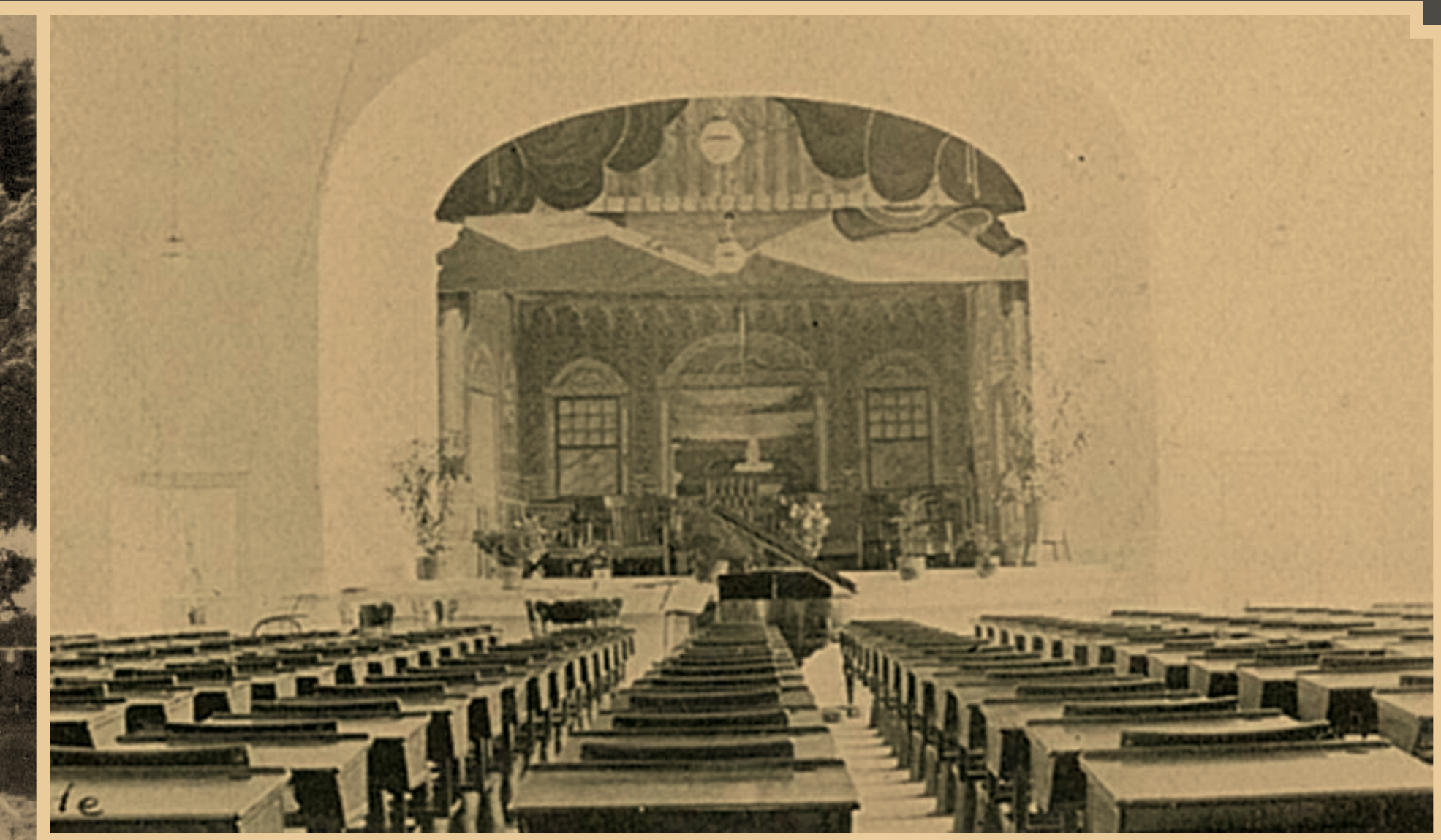
## THE BELL TOWER

LOCALS TELL OF CLIMBING UP TO THE BELL TOWER THROUGH THE EAST GALLERY OF WINDING STEPS TO A BELFRY. THE BELL WAS USED TO ANNOUNCE CHURCH MEETINGS, EVENTS AND AS A TOWN FIRE ALARM. THE BELL IS STILL RUNG AT EVENTS AND HISTORIC CELEBRATIONS TODAY.

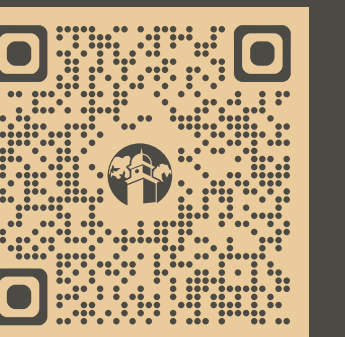
## HISTORIC AMERICAN BUILDING SURVEY 1967

A GOVERNMENT SURVEY WAS DONE TO IDENTIFY IMPORTANT HISTORIC BUILDINGS IN UTAH. THE SURVEYOR CALLED IT “ONE OF THE BEST PRESERVED OF THE EARLY TABERNACLES...” THE CITIZENS OF HEBER CITY WERE ABLE TO SAVE THE OLD WASATCH STAKE TABERNACLE FROM DEMOLITION IN 1965. THE BUILDING WAS PRESERVED BY REPURPOSING IT FOR THE HEBER CITY OFFICES IN 1988.





# Historic Wasatch High School



FOR MORE INFO

## FIRST PUBLIC HIGH SCHOOL 1908

JANUARY 1908, WASATCH HIGH SCHOOL WAS ESTABLISHED AS AN INSTITUTION OF HIGHER LEARNING. THE FIRST CLASSES WERE TAUGHT IN EXISTING SCHOOLS AND ON THE UPPER FLOOR OF THE HEBER MERCANTILE. THE SCHOOL STARTED WITH A TWO YEAR COURSE AND EVENTUALLY OFFERED A HIGH SCHOOL DIPLOMA.

## WASATCH HIGH SCHOOL 1912 - 1976

THE NEW BUILDING WAS FINISHED IN 1912 AND CLASSES WERE HELD IN JANUARY OF 1913. THE SCHOOL FEATURED AN AUDITORIUM, A GYMNASIUM, A SWIMMING POOL AND A FOOTBALL FIELD BEHIND THE SCHOOL. ADDITIONS TO THE SCHOOL WERE COMPLETED IN 1927 AND 1959. THE HIGH SCHOOL MOVED INTO A NEW BUILDING IN 1964. THE SCHOOL SERVED AS THE JUNIOR HIGH UNTIL 1976 WHEN HEBER CITY BOUGHT THE SITE FOR A CITY PARK.

## A VOTE FOR THE FUTURE

THE TAXPAYERS OF WASATCH COUNTY APPROVED A BOND ISSUE FOR THE CONSTRUCTION OF A NEW HIGH SCHOOL BUILDING. THE RESULTS OF THIS ELECTION WERE REPORTED IN "THE WASP," THE SCHOOL NEWSPAPER'S MARCH 1909 ISSUE. THE STUDENTS' WORDS WERE; "THAT DAY WHICH DETERMINED THE FATE OF THE W.H.S., WAS A GRAND SUCCESS."

## WASATCH STAKE SEMINARY 1925

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS BUILT A NEW SEMINARY BUILDING NORTH OF THE HIGH SCHOOL IN 1925. IT WAS DEDICATED FOR THE RELIGIOUS EDUCATION OF HIGH SCHOOL STUDENTS. THERE WERE CLASSROOMS AND IT ALSO HAD OFFICES FOR CHURCH LEADERSHIP AND A BAPTISTRY.





# Heber City Council Staff Report

**MEETING DATE:** 1/7/2025  
**SUBJECT:** Affordable Housing Survey Overview  
**RESPONSIBLE:** Tony Kohler  
**DEPARTMENT:** Planning  
**STRATEGIC RELEVANCE:** Community Development

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## SUMMARY

In August of 2024, Heber City conducted an online survey of Heber City, Midway City, Intermountain Health, Wasatch County and Wasatch County School District Employees to better understand the housing needs of employees. 496 employees responded to the survey. The purpose of this item is to go over the survey results with Council.

## RECOMMENDATION

Staff recommends Council review the survey results and discuss the results in relation to the city's housing policy.

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## BACKGROUND

The City has been working on promoting City sponsored affordable housing. The survey results will help the City target an affordable housing program to essential employees.

## DISCUSSION

See attached summary of the survey results.

## FISCAL IMPACT

N/A

## CONCLUSION

N/A

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## ALTERNATIVES

N/A

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## POTENTIAL MOTIONS

N/A

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## ACCOUNTABILITY

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

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## EXHIBITS

1. 2024 Heber Housing Survey Results

HEART OF THE WASATCH BACK



# 2024 Employee Housing Preference Survey

December 9, 2024

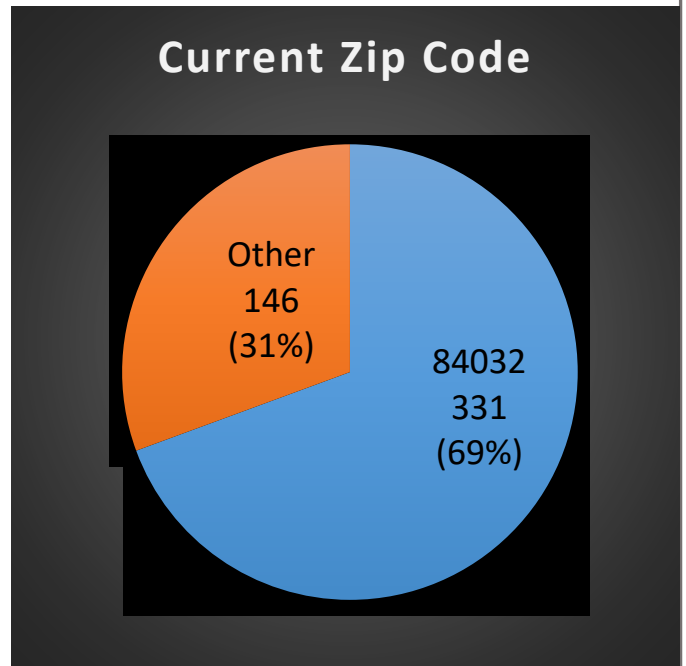
## Executive Summary

A survey of housing preferences for employees of Heber City, Wasatch County, Wasatch County School District, Midway City, and Intermountain Health, was conducted throughout August 2024. 496 responded to the 22 question survey, with 480 valid responses. Some categories do not add up to the total respondents, as not all questions were answered.

# Current Home Zip Code

*Question: In what Zip Code do you currently live?*

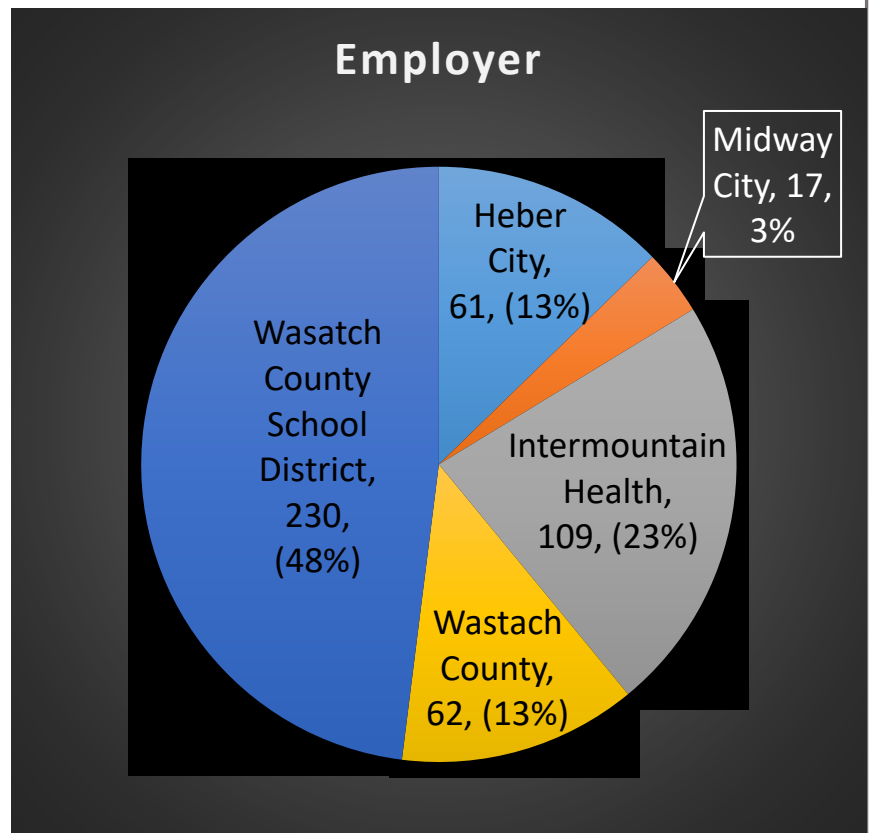
- 477 Responses



# Employer

*Question: Who is your employer?*

- 479 Responses



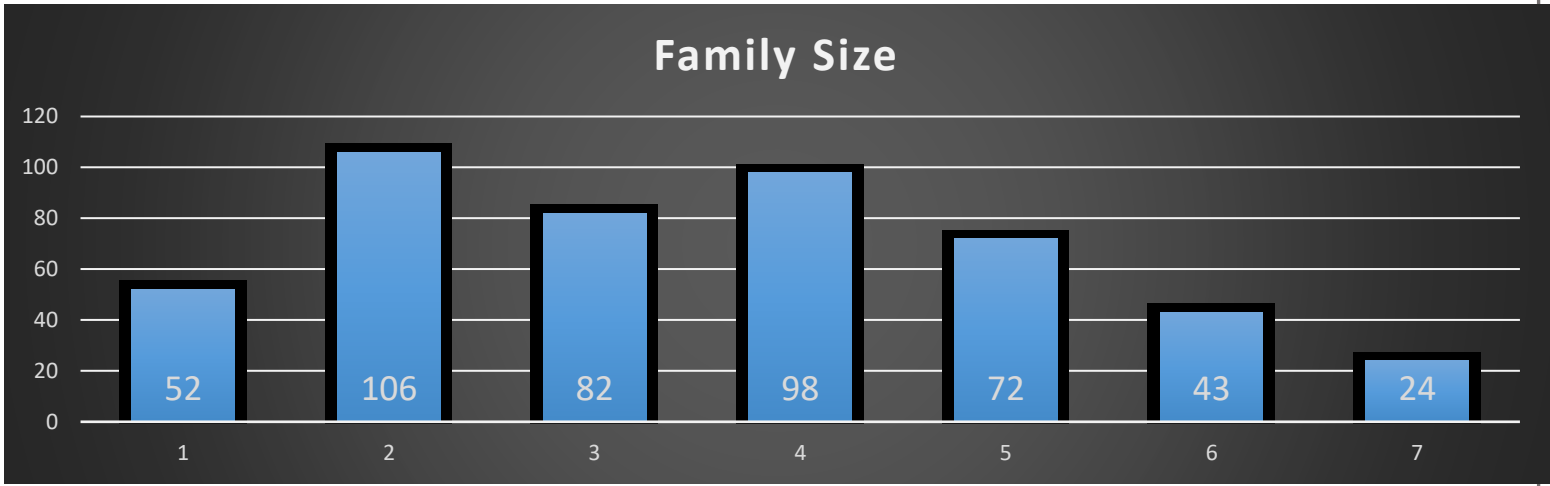
# Family Size

*Question: How many people are part of your family, including you, your spouse and your dependent children?*

- 477 Responses

## Key Takeaway

Families have an average size of just over 3.5 persons, while there are an average of 3.04 in Utah and 3.05 in Wasatch County



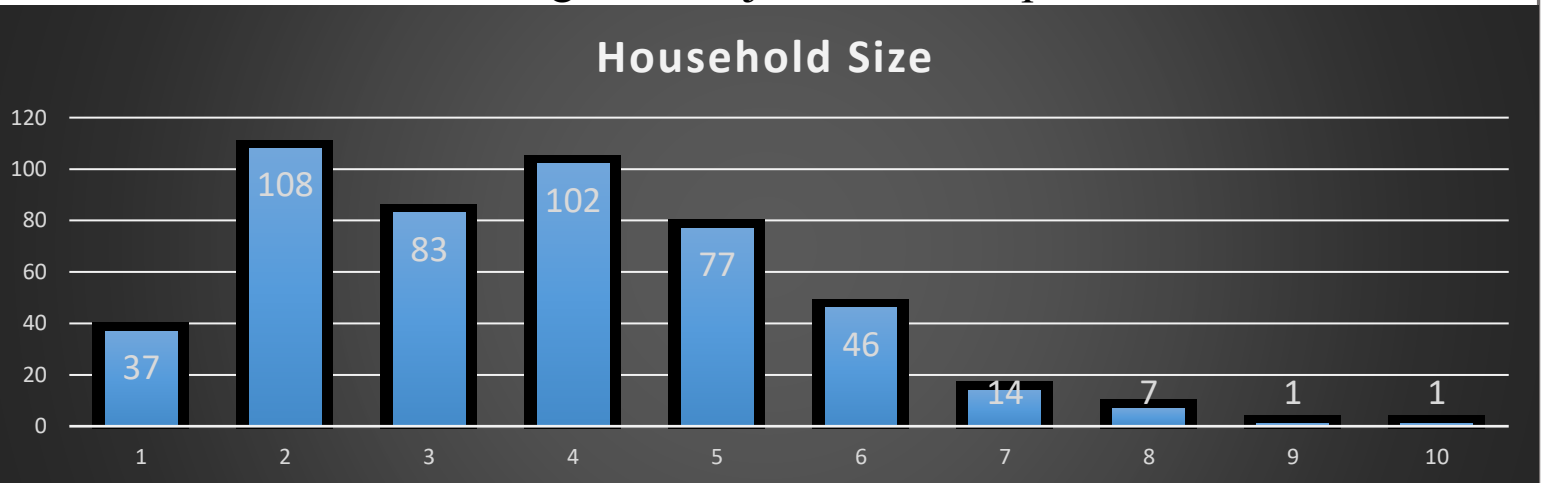
# Household Size

*Question: How many people live permanently in your house, including family and all related and unrelated individuals?*

- 476 Responses

## Key Takeaway

Households have an average size of just under 3.7 persons



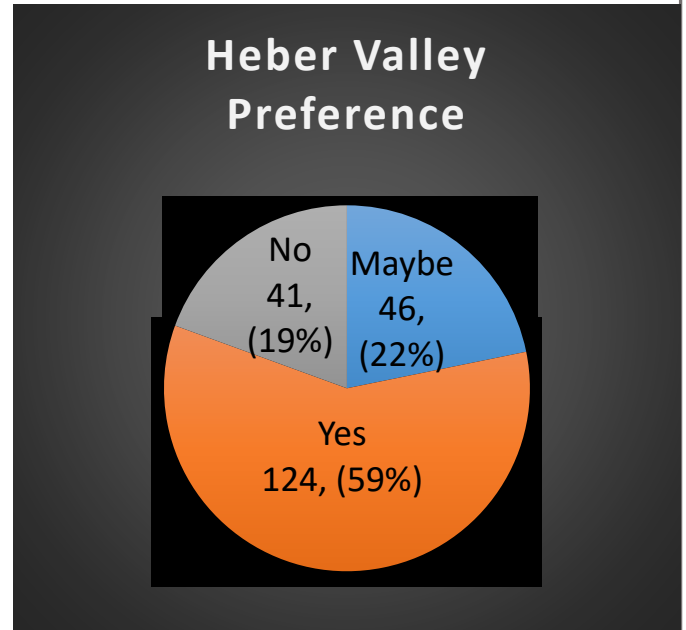
# Preference to Live in Heber Valley

*Question: If you don't live within Heber Valley, do you want to?*

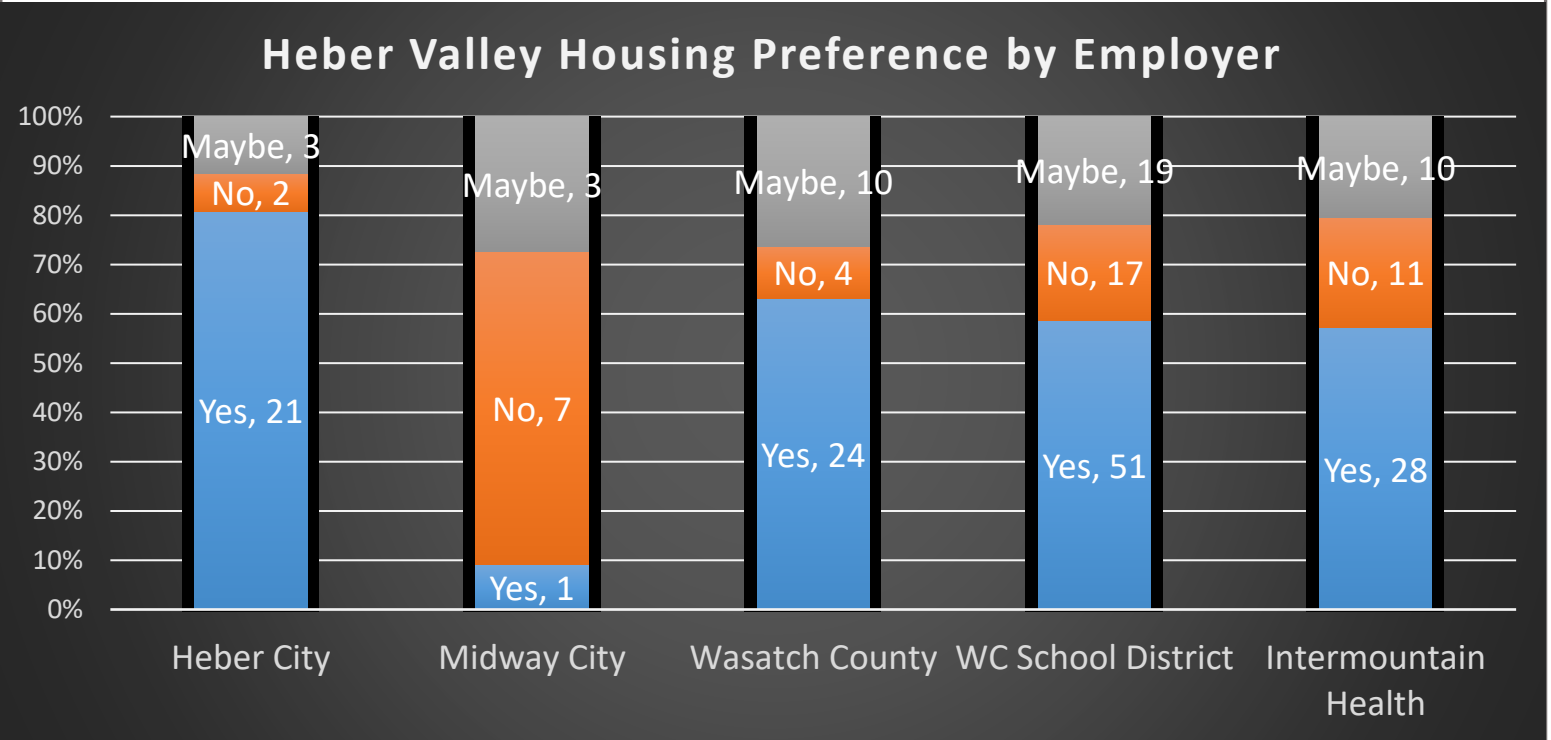
- 211 Responses

## Key Takeaway

Most employees indicate a preference to live in Heber Valley, but only 44% of employees responded to this question



# Preference for Heber Valley Housing by Employer



## Key Takeaway

Most employees sorted by employer, indicate a preference to live in Heber Valley, but only 44% of employees responded to this question.

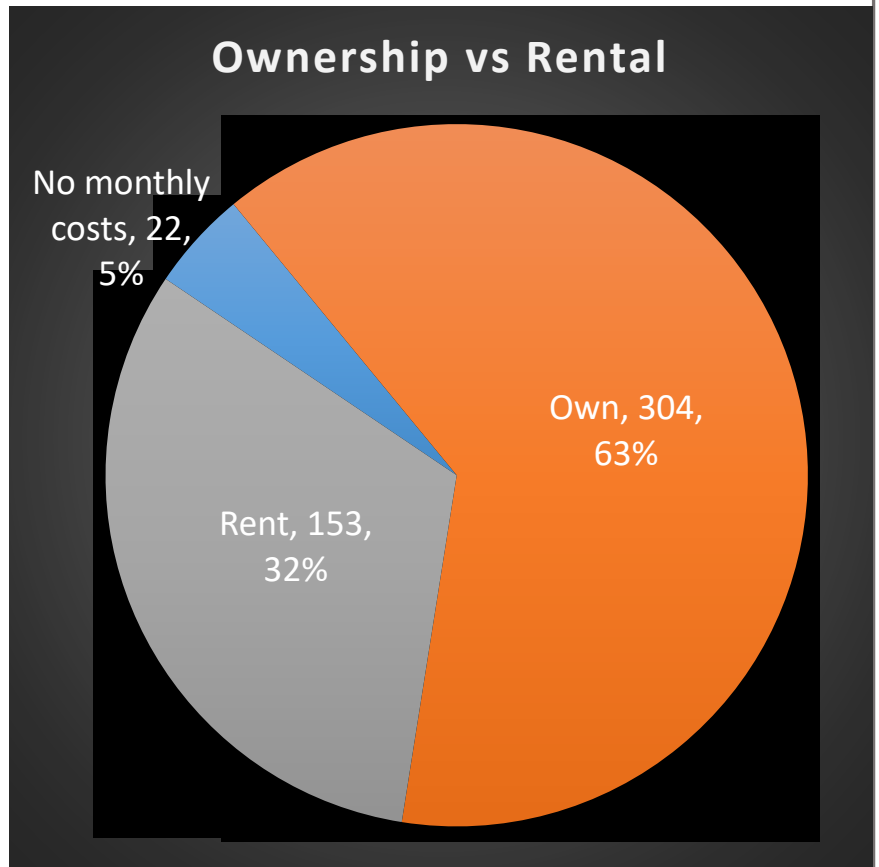
# Ownership vs Rental

*Question: Do you currently Own, Rent or currently don't pay rent or mortgage?*

- 479 Respondents

## Key Takeaway

Most people already own a home.

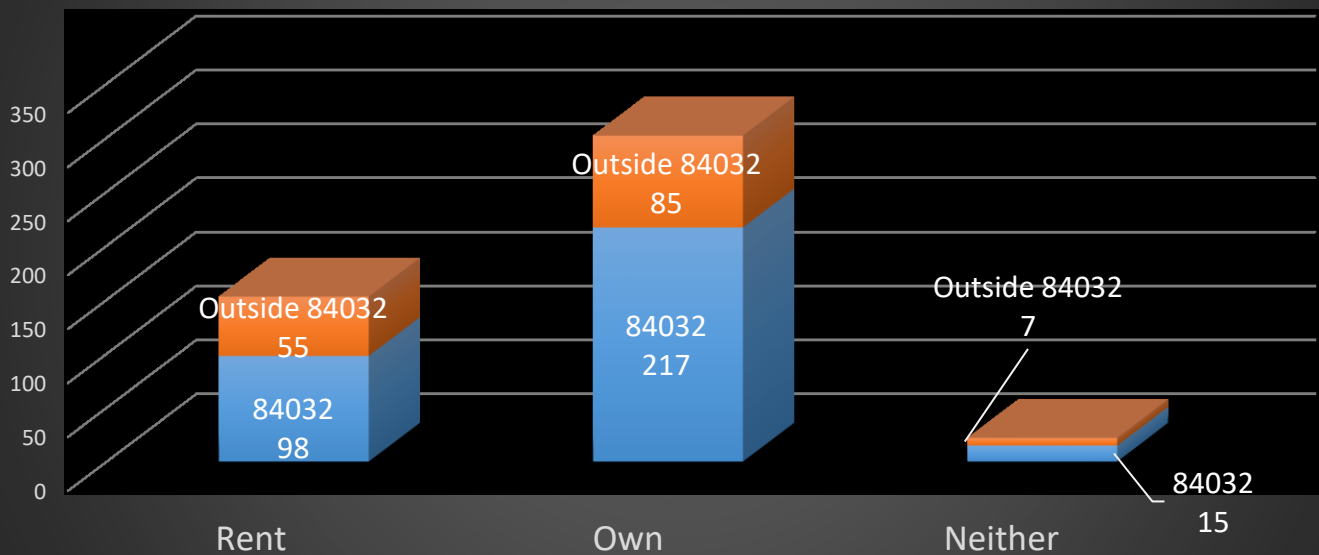


# Ownership vs Rental by Zip Code

## Key Takeaway

A slightly higher proportion of those outside of 84032 rent their home

## Ownership vs Rental by Zip Code



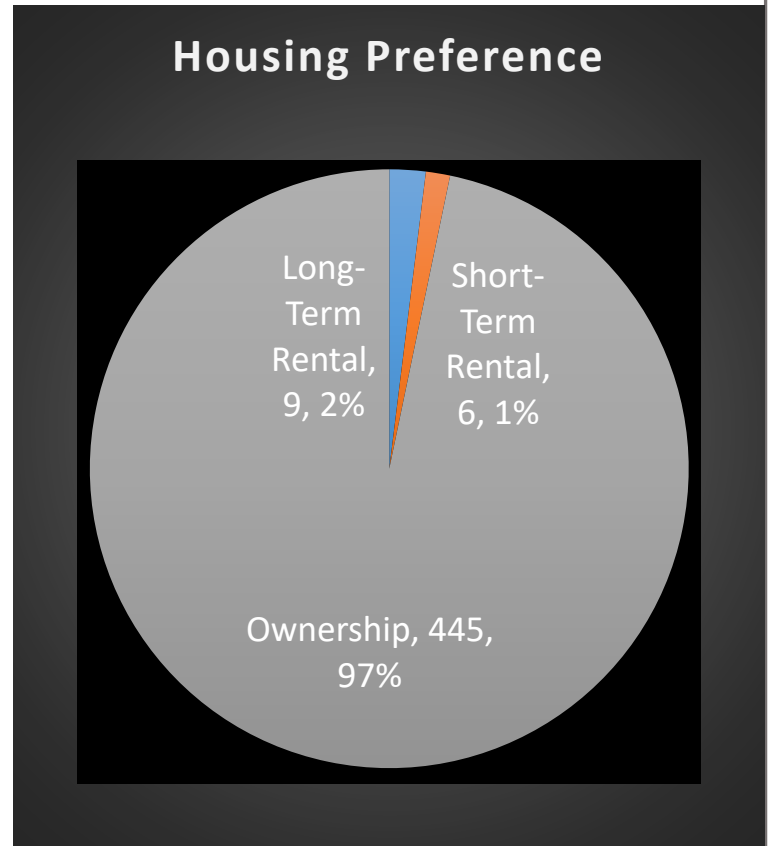
# Housing Preference

*Question: Which do you prefer, Ownership, Long-term rental or Short-term-rental?*

- 460 Responses

## Key Takeaway

Most respondents seek owner-occupied housing



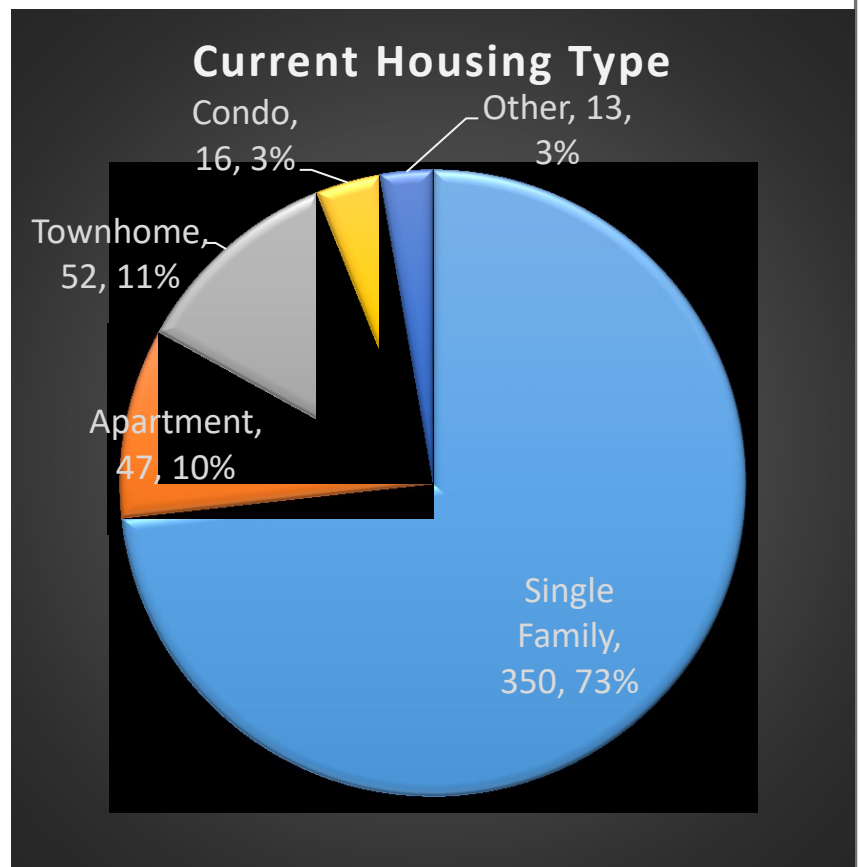
# Current Housing Type

*Question: What type of residence do you currently occupy, a Condominium, Duplex or Townhouse, Apartment, Single family home or Other?*

- 479 Responses

## Key Takeaway

Most respondents live in a detached single-family dwelling.



# Number of Household Vehicles

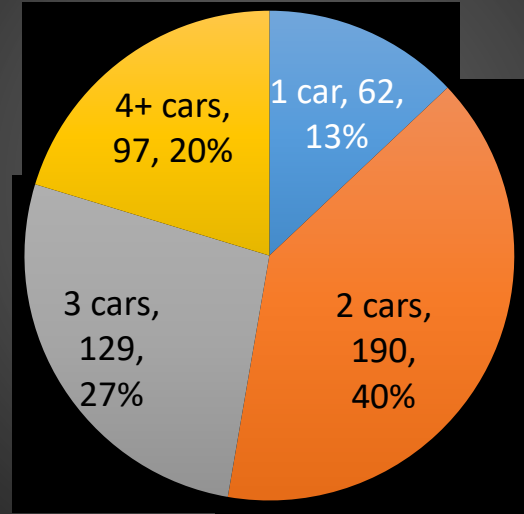
*Question: How many vehicles does your household have?*

- Responses: 478

## Key Takeaway

The typical respondent has over 2.54 vehicles on average, per household

# Number of Household Vehicles

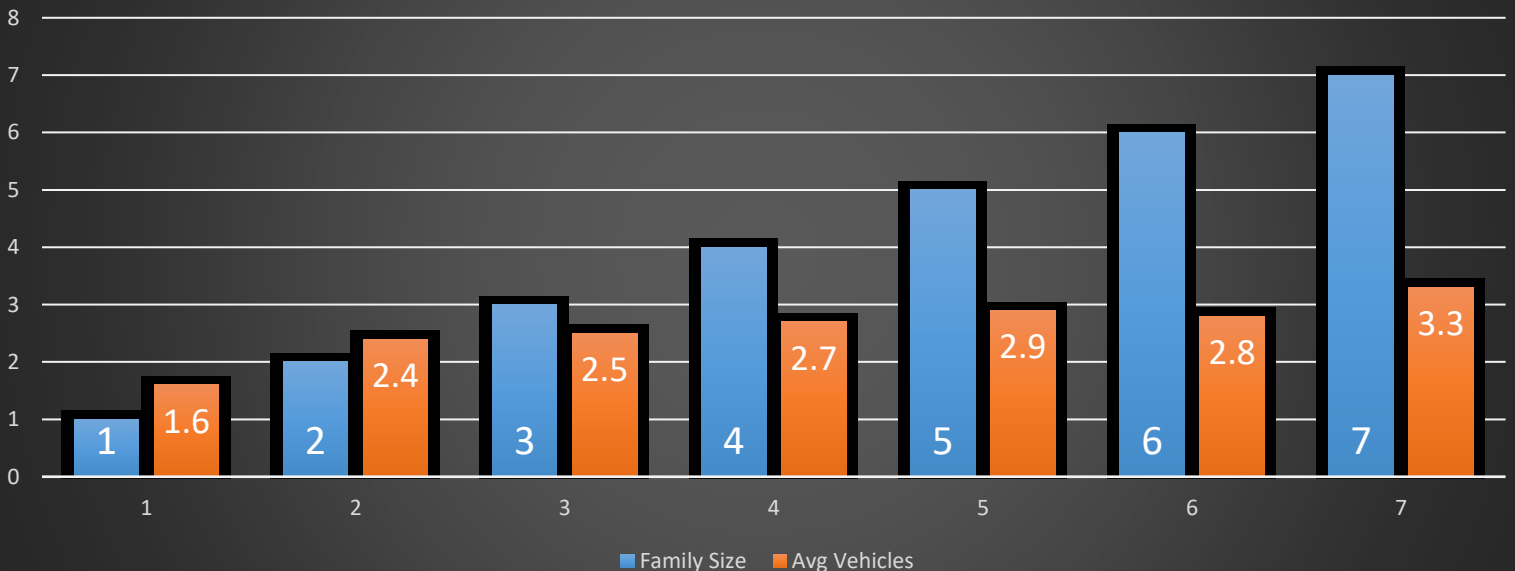


# Average Vehicles per Household Based on Size

## Key Takeaway

Larger families have fewer cars per capita than smaller families

# Average Vehicles Per Household based on Size



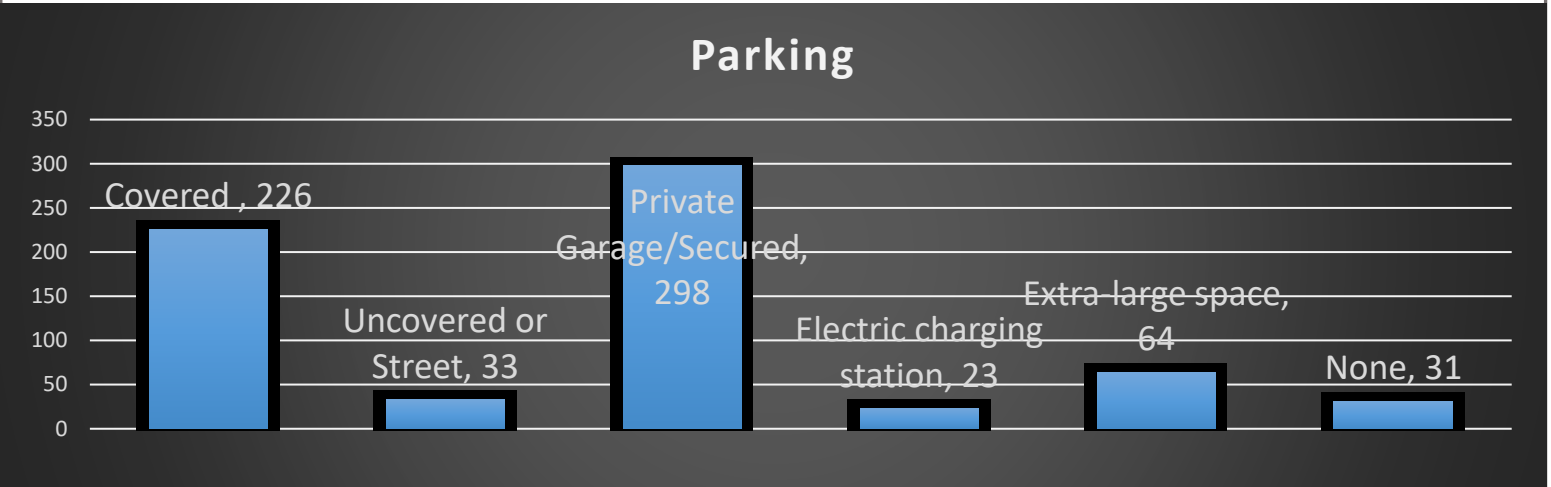
# Parking

**Question:** Check all that apply. What kind of parking features do you require: Covered, Uncovered, Private Garage, Electric charging station, Street parking, Secured, Extra-large space, None, Other?

- 465 Responses

## Key Takeaway

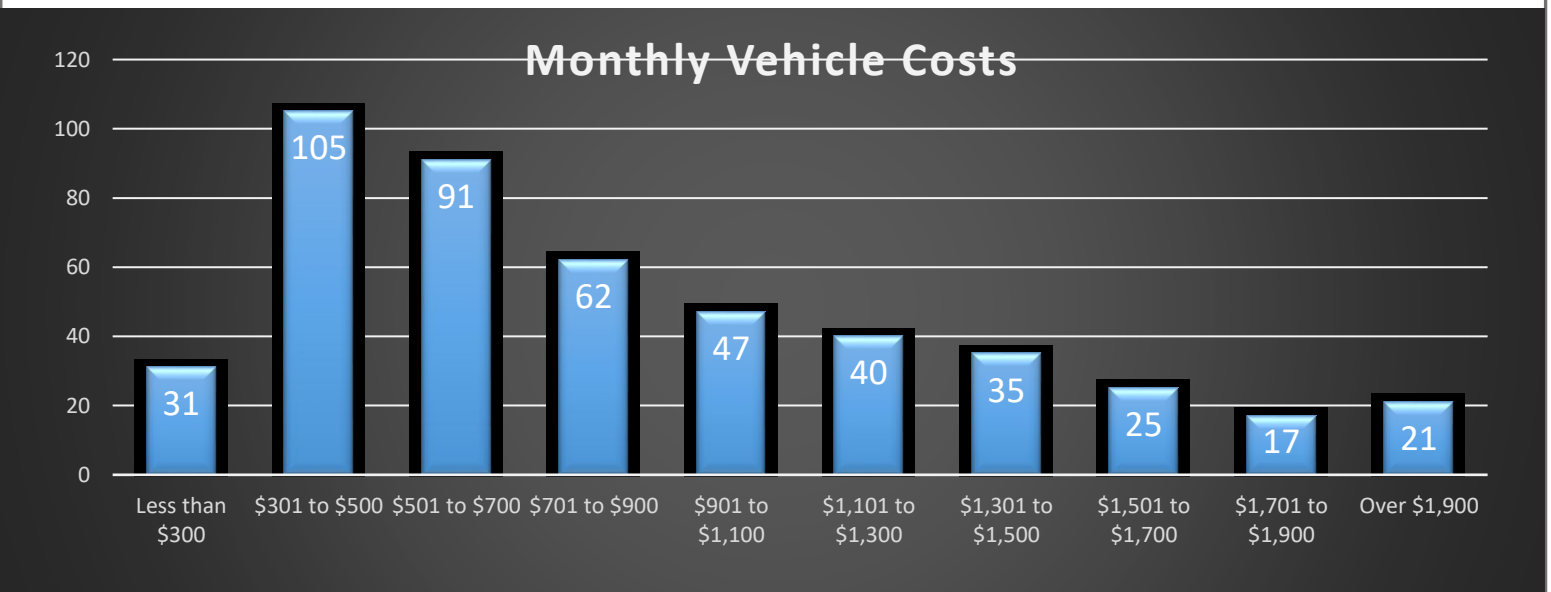
Over half of employees indicate a need for a garage or secured parking



# Monthly Transportation Costs

**Question:** What is the monthly cost of your transportation needs (includes car payments, insurance, gasoline, maintenance, bus/shuttle passes and car/van share)?

- 474 Responses



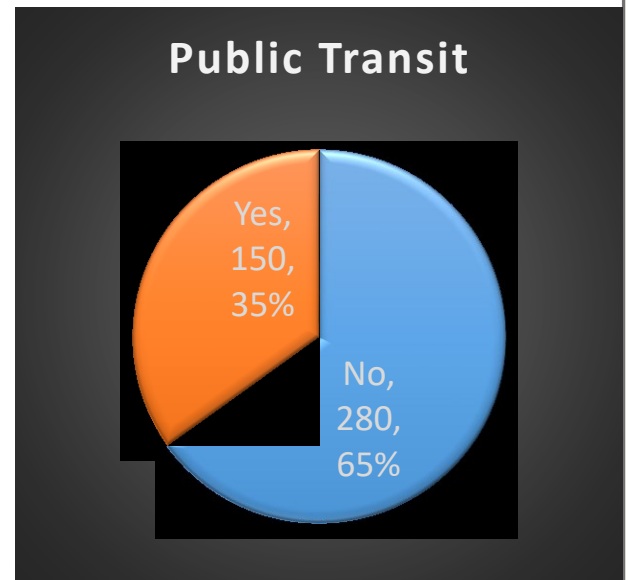
## Willingness to Use Public Transportation

*Question: If you could live in Heber Valley, would you use transit in order to decrease transportation costs to help you qualify for housing?*

- 430 Responses

### Key Takeaway

35 percent of respondents would take public transit to live in Heber Valley



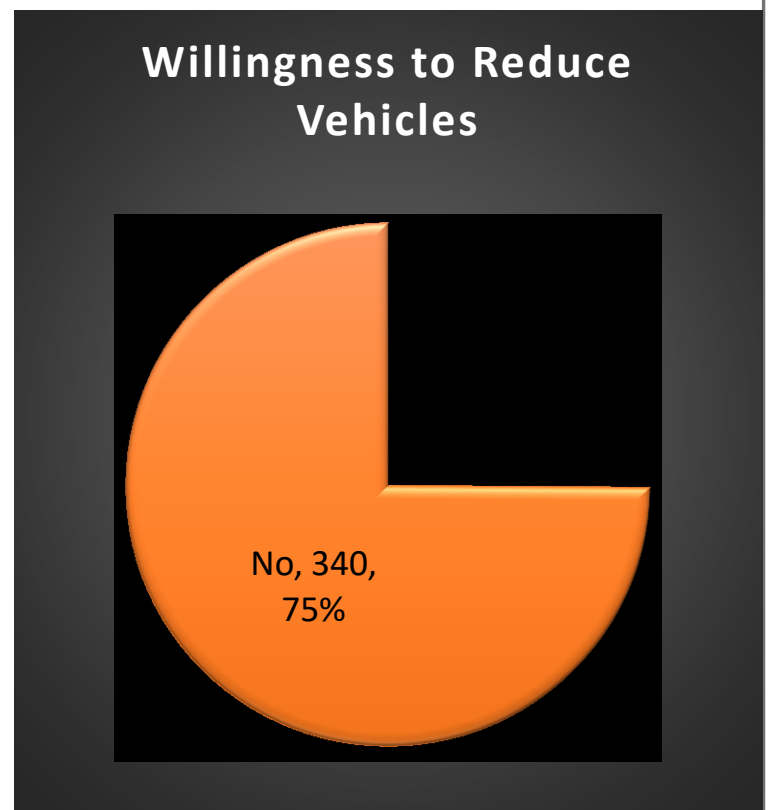
## Willingness to Reduce Vehicles

*Question: Would you consider reducing the number of vehicles in your household by one or more to live closer to work?*

- 454 Responses

### Key Takeaway

Only 25 percent of respondents would decrease the number of their vehicles by one to live closer to work

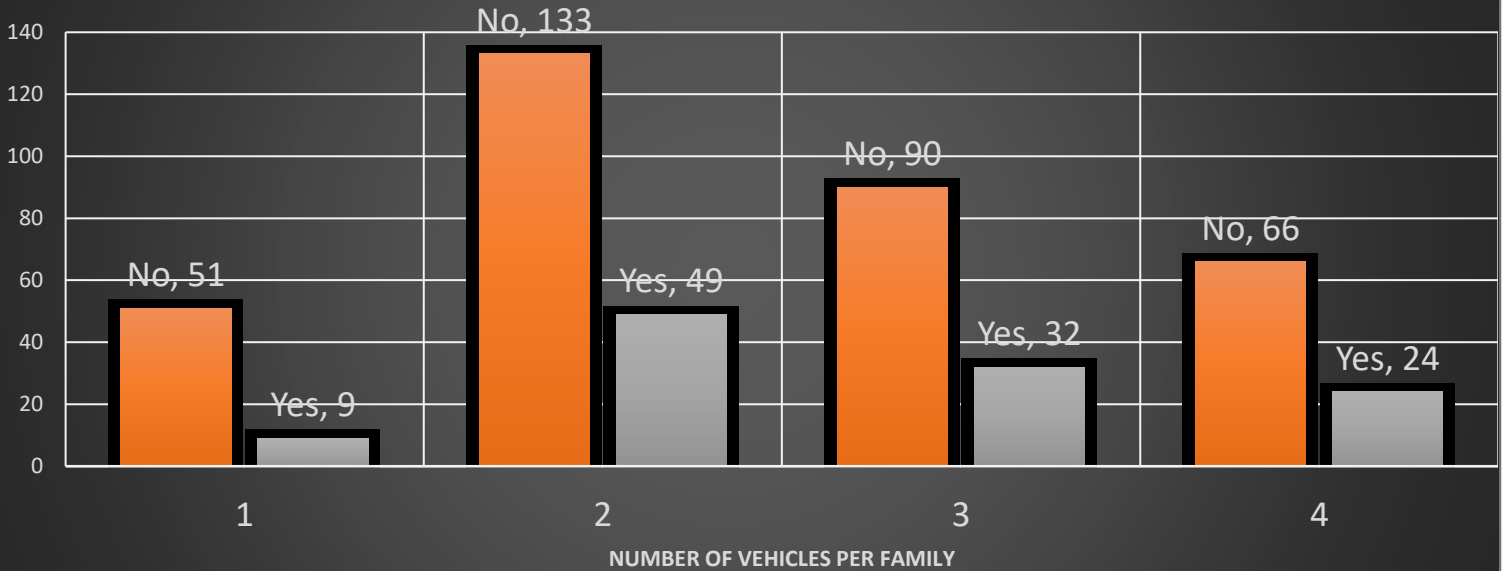


# Willingness to Reduce Vehicles by One by Number of Cars in a Family

## Key Takeaway

Those with more cars per family are slightly more willing than those families with only one car to give up one car to live closer to work

Willingness to Reduce Vehicles by 1 based on Number of Cars



## Mobility Timeframe

*Question: If a suitable property became available, how quickly could you move: No plan to move, Less than 6 months, Less than a year, More than a year?*

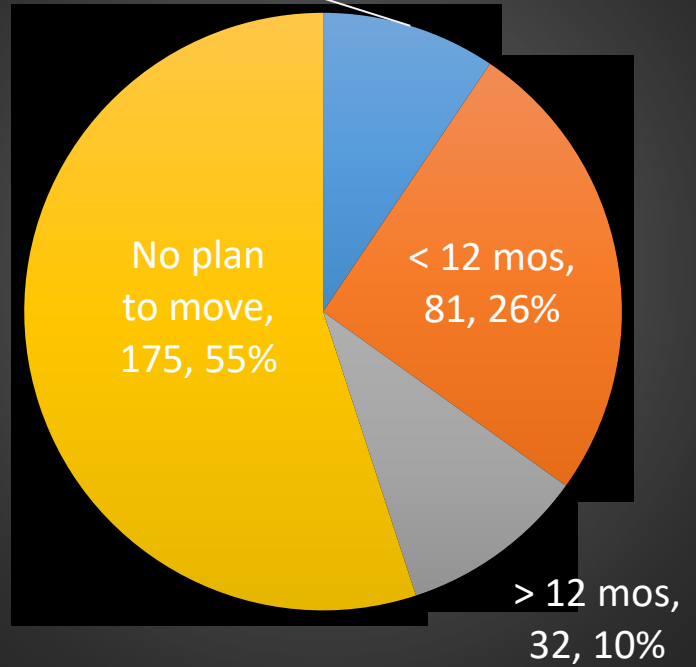
- 330 Responses

### Key Takeaway

Over half of respondents have no plan to move

## Mobility Timeframe

< 6 mos, 30, 9%



## Pets

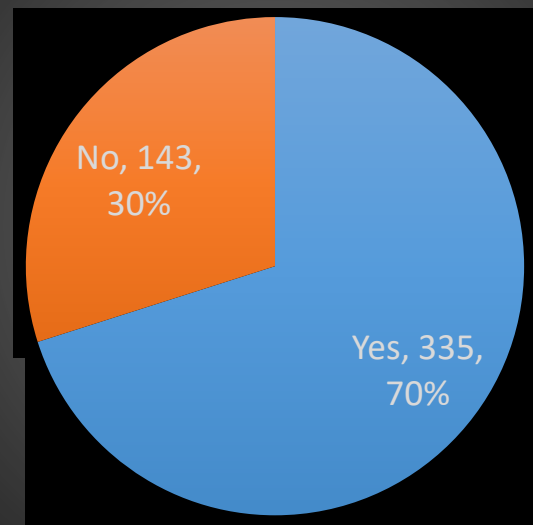
*Question: Do you own pets?*

- 349 Responses

### Key Takeaway

70% of households have a pet

## Pets



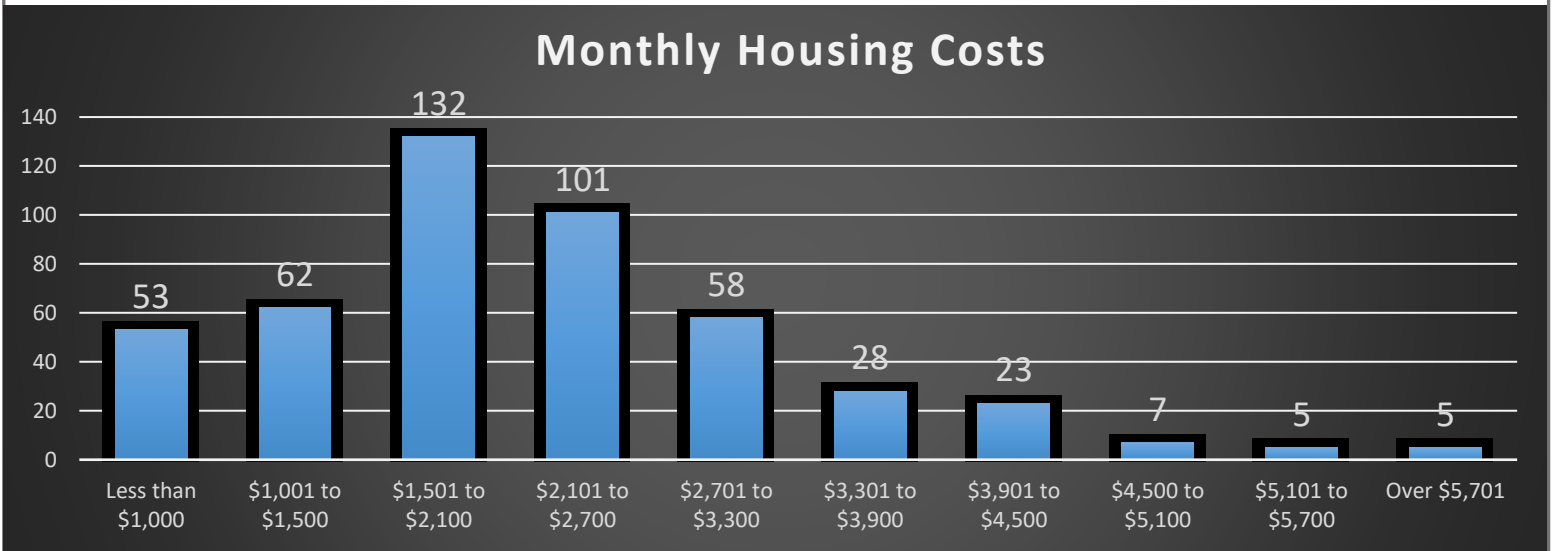
# Monthly Housing Costs

**Question:** *What much do you currently pay per month for housing (rent or mortgage, utilities, and HOA fees)?*

- 474 Responses

## Key Takeaway

The largest group pays \$1,501 to \$2,100 per month for housing costs



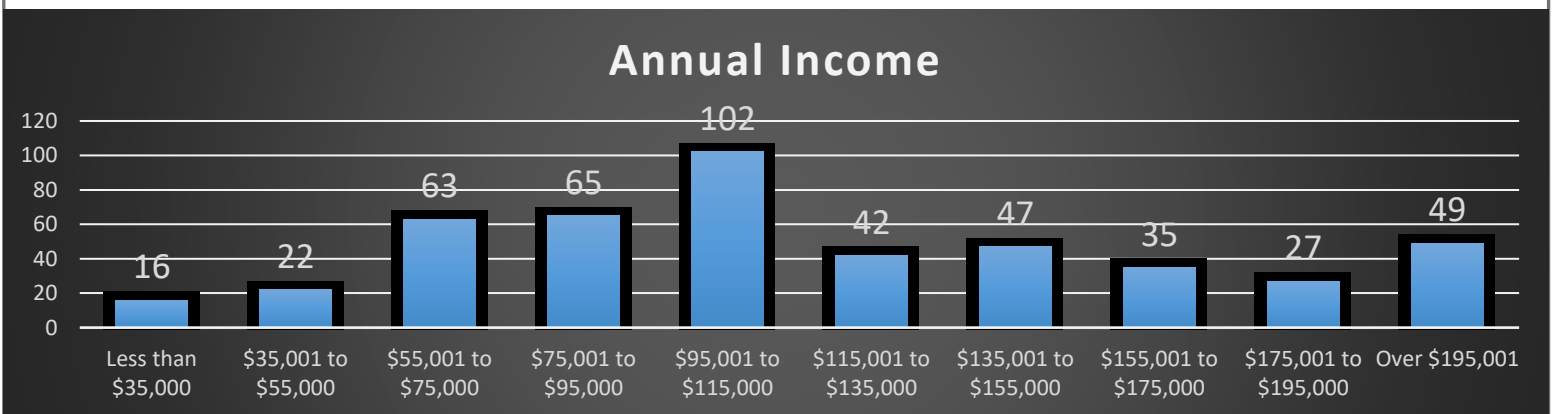
# Annual Household Income

**Question:** *What is your gross annual household income?*

- 469 Responses

## Key Takeaway

The largest group earns \$95,001 to \$115,000 per year



# Area Median Income (AMI)

Incomes are distributed by AMI and family size as shown in the table below.

Survey Target Group

| Income             | Family Size |           |           |           |           |           |           | Families   | Percent     |
|--------------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|------------|-------------|
|                    | 1           | 2         | 3         | 4         | 5         | 6         | 7         |            |             |
| 60% or less AMI    | 6           | 7         | 12        | 16        | 8         | 1         | 3         | 53         | 19%         |
| 60% to 80% AMI     | 9           | 17        | 4         | 10        | 11        | 5         | 4         | 60         | 21%         |
| 80% to 120% AMI    | 19          | 31        | 16        | 19        | 10        | 6         | 4         | 105        | 38%         |
| 120% AMI and above | 8           | 16        | 12        | 12        | 6         | 7         | 1         | 62         | 22%         |
| <b>TOTAL</b>       | <b>42</b>   | <b>71</b> | <b>44</b> | <b>57</b> | <b>35</b> | <b>19</b> | <b>12</b> | <b>280</b> | <b>100%</b> |

## Per Capita Income

**Per Capita Income: \$31,798\***

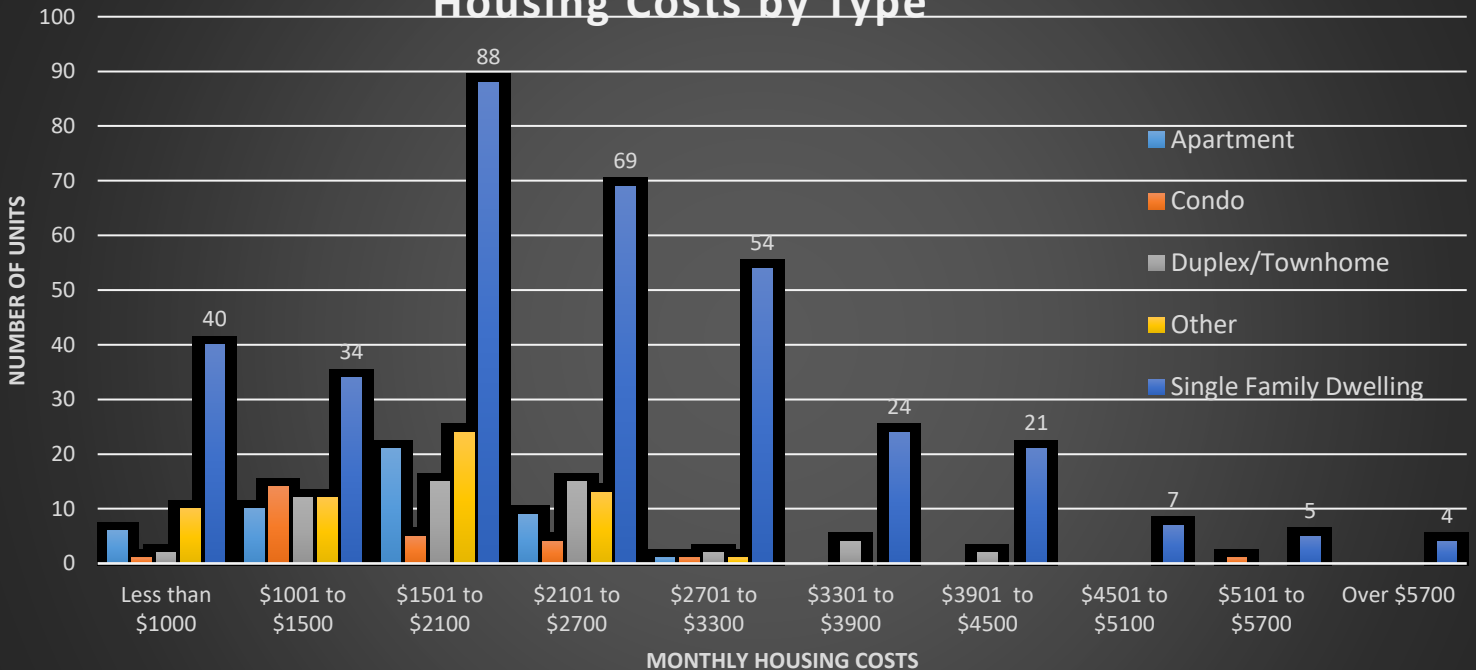
\*Data Limitation: Per Capita Income cannot be calculated precisely with this survey due to the collection of income data in \$20,000 increments, rather than exact income amounts.

## Housing Costs by Type

### Key Takeaway

Single-family dwellings dominate all income levels, but are less dominant at lower incomes

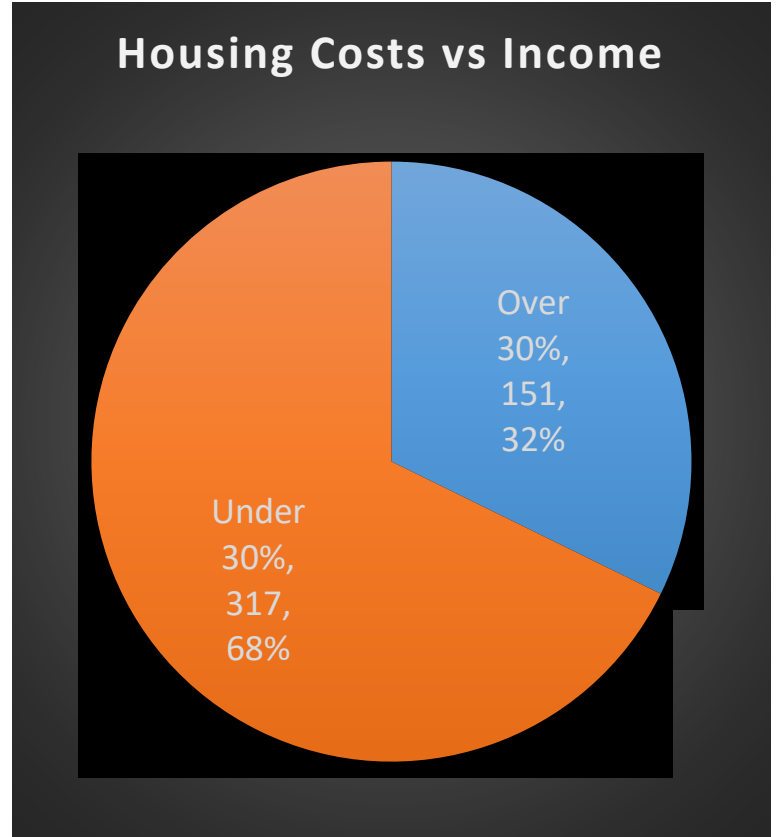
Housing Costs by Type



# Housing Costs & Income

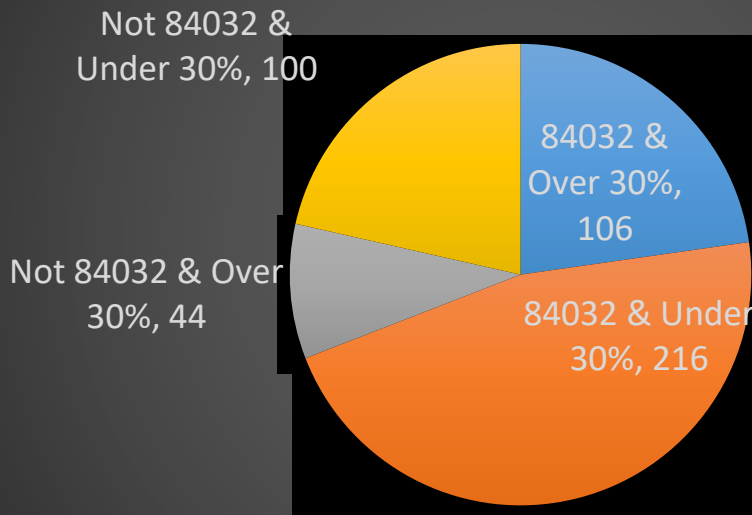
## Key Takeaway

Nearly a third of respondents pay over 30 percent of their income towards housing expenses



# Housing Location & Housing Cost

## Households Paying over 30% of Income to Housing



# Desirable Housing Attributes

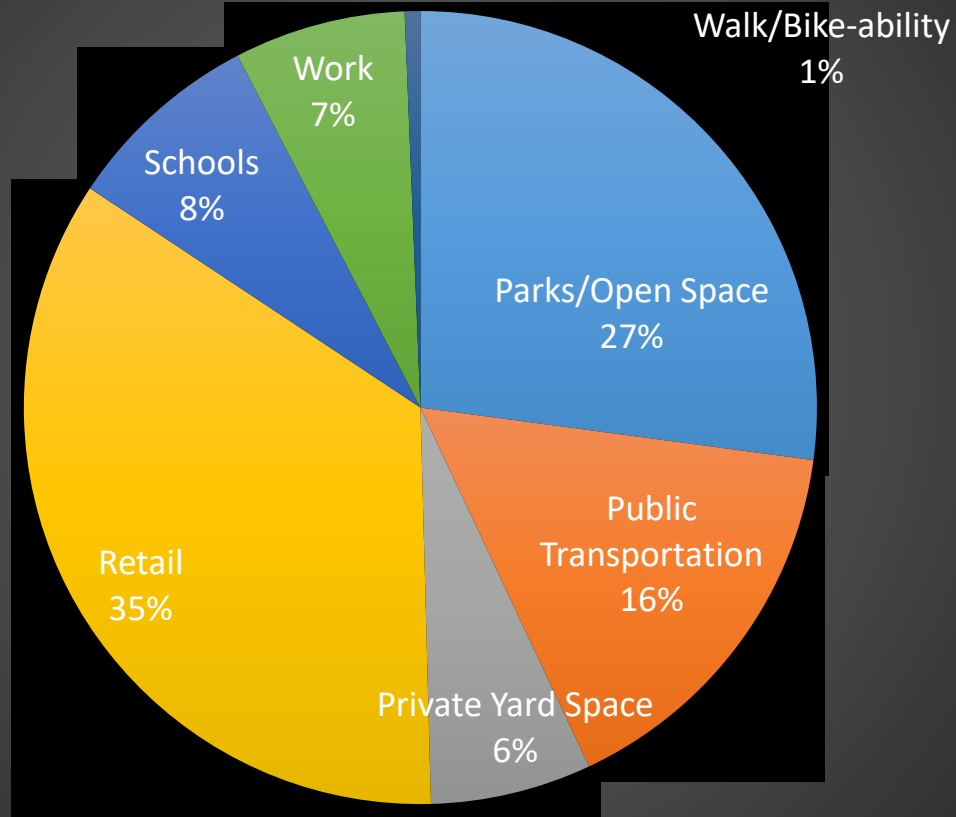
*Question: Please rank in order of importance close access to the following amenities: Public transportation, Retail (restaurants/shopping/grocery), Parks/Open space, Schools, Work, Walk/Bike-ability, Bike Share, Car Share program, Private yard space*

- 472 Responses

## Key Takeaway

The top cited first priority for neighborhood proximity is access to retail, followed by parks and open space

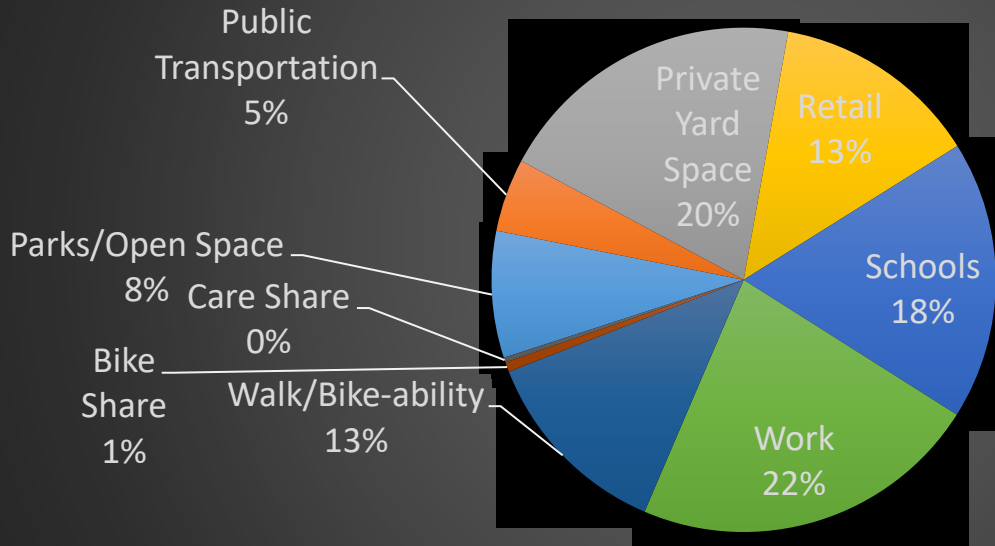
### Top First Priority Neighborhood Attributes



## Key Takeaway

The top cited second priority for neighborhood proximity is access to parks and open space, followed by schools

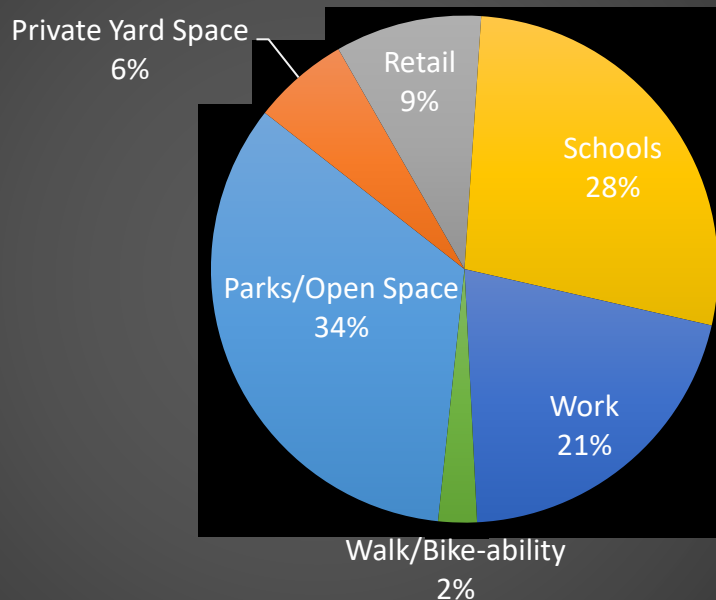
### Neighborhood Attributes: Any Priority



## Key Takeaway

While not a top first priority, proximity to work was cited more than any other item at all priority levels.

### Top Second Priority Neighborhood Attributes



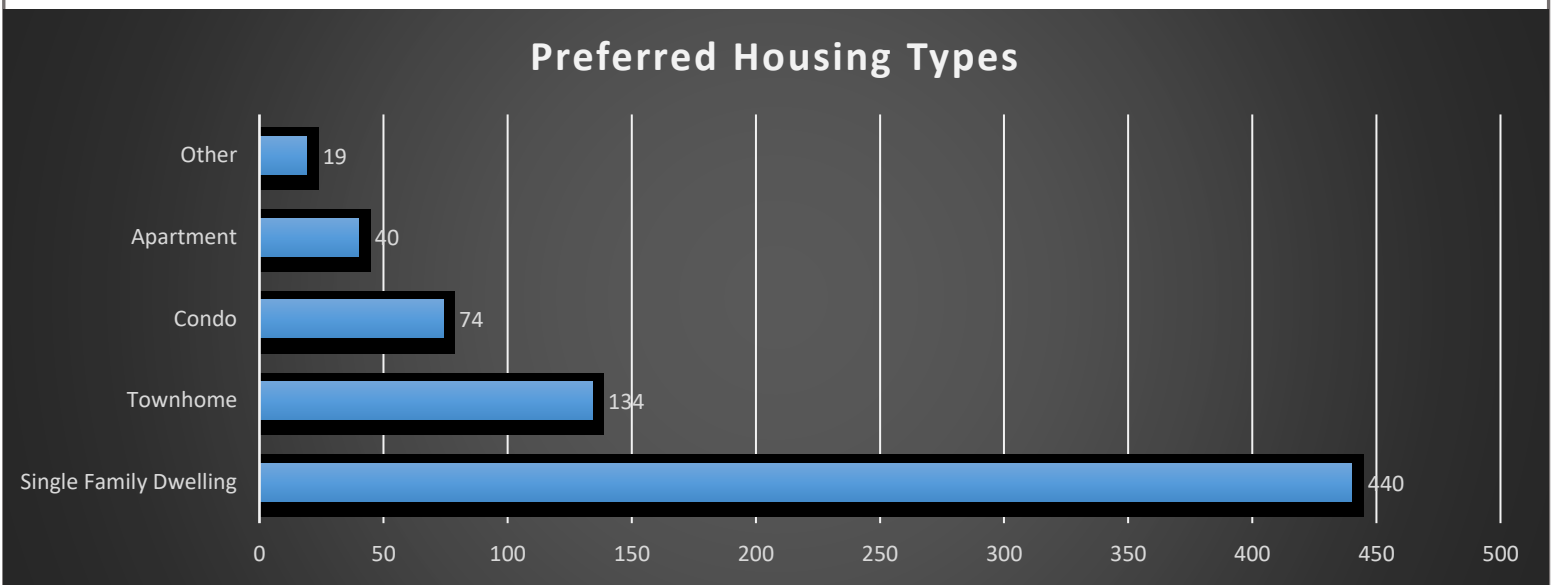
# Preferred Housing Types

*Question. Please rank in order your preferred housing by type: Apartment, Condominium, Detached Single-Family Dwelling, Townhome, Other?\_\_\_\_\_*

- 474 Responses

## Key Takeaway

Single Family Dwellings are overwhelmingly the preferred housing choice, but many families find townhomes and condos acceptable alternatives



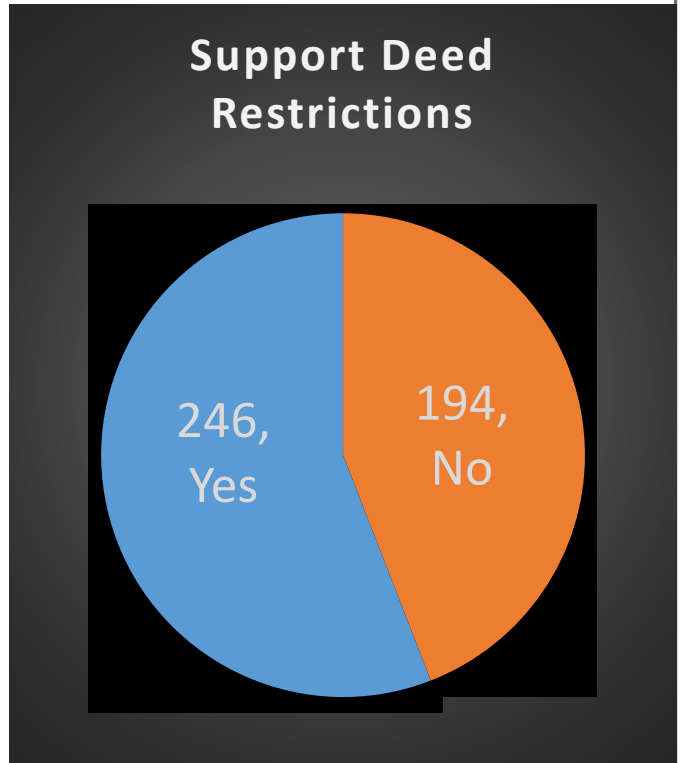
# Support for Deed Restrictions

**Question:** *Would you consider buying an attainable/affordable home in Heber with the condition that it is deed restricted (permitted annual appreciation capped at 3%)?*

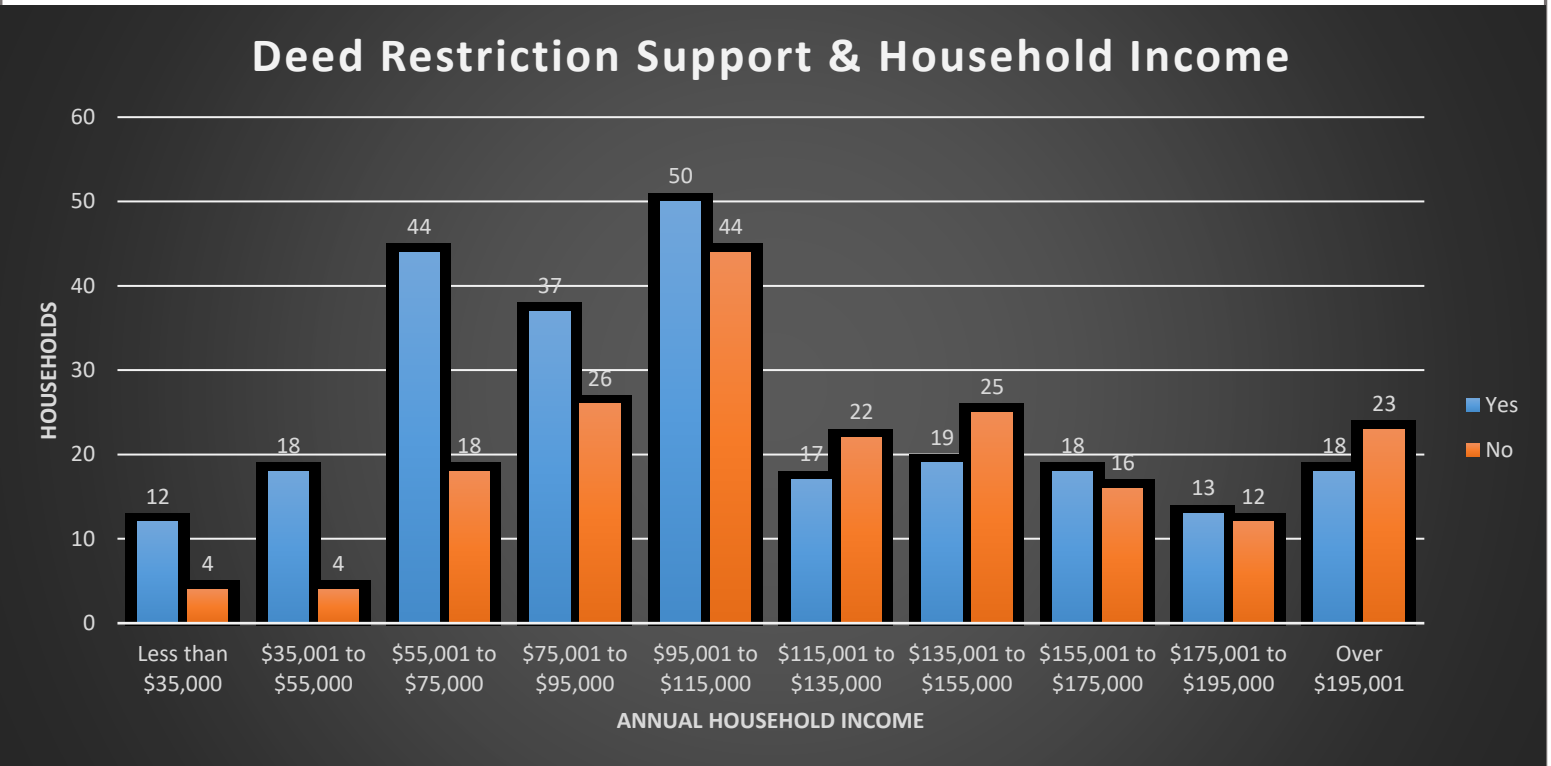
- 453 Responses

## Key Takeaway

56 percent of respondents support deed restrictions



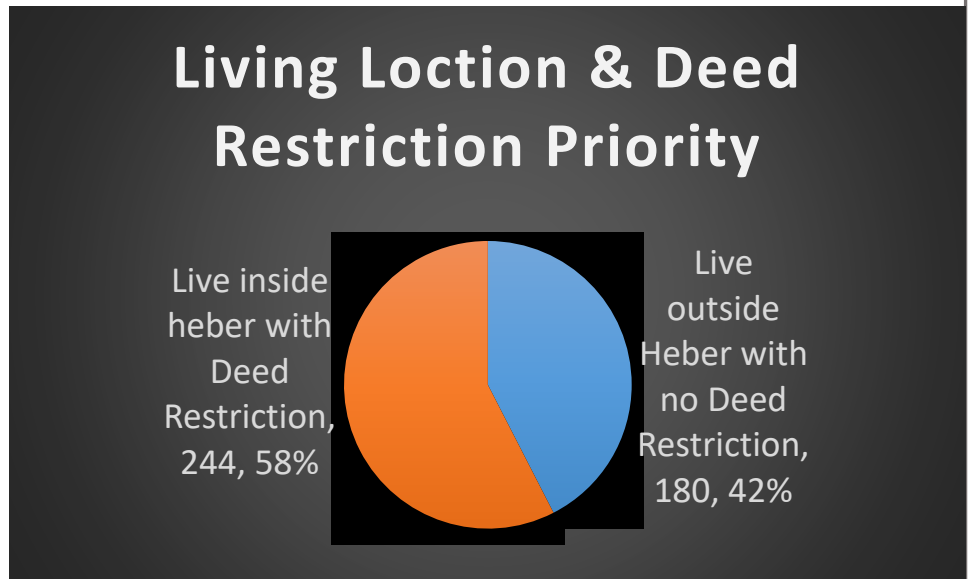
## Deed Restriction Support & Household Income



## Living Location & Deed Restriction Priority

**Question:** Which is more important to you: Living outside of Heber Valley in a market rate dwelling with no deed restriction; or Living in Heber near your employment but within deed restricted housing?

- 425 responses



### Key Takeaway

Most employees support a deed restriction if it means they can live closer to work

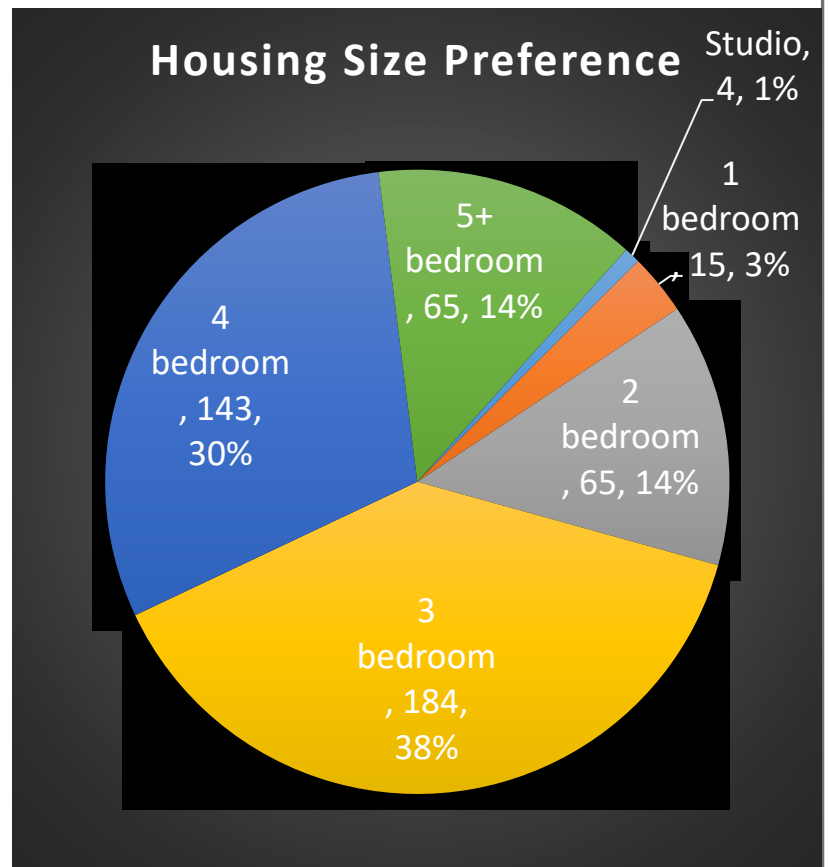
## Housing Size Preference

**Question:** What size home does your household need?

- 476 Responses

### Key Takeaway

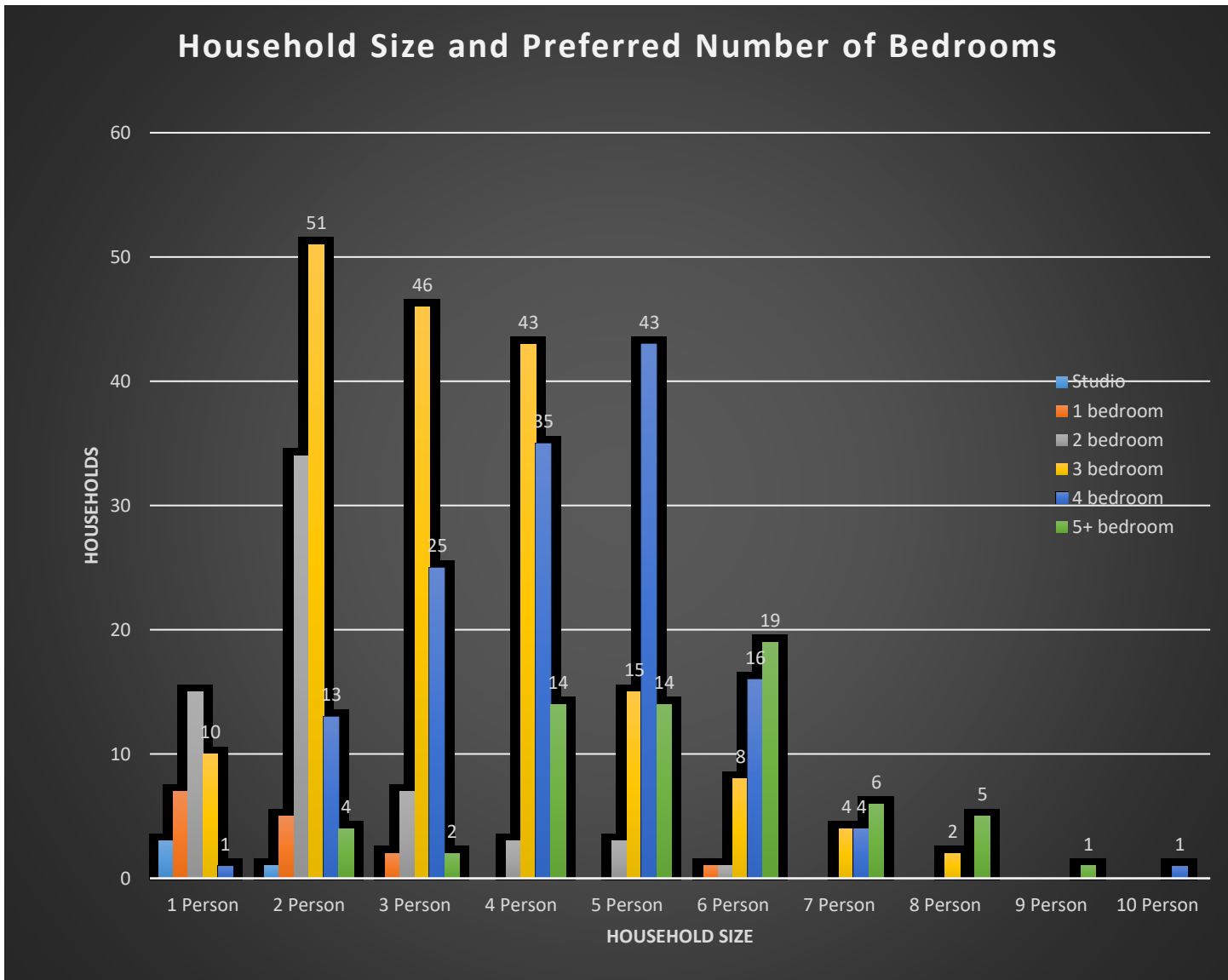
Over 82 percent of respondents prefer a 3 to 4 bedroom home



# Housing Size & Housing Preference

## Key Takeaway

There is a rough correlation between household size and the desired number of bedrooms



## Employee Housing Survey

Heber City is analyzing how it can promote desirable housing opportunities for employees of Heber City, Wasatch County, Wasatch County School District, Midway, and Intermountain Health. We would appreciate your assistance in providing information about your housing needs. The survey is available online and will be available between August 1 and 14, 2024. Heber City will use this information to promote housing in a way that meets the needs of you, our essential employees. This information is completely confidential and the identify of those participating will remain anonymous

1. In what Zip Code do you currently live? \_\_\_\_\_
2. Who is your employer:
  - a. Heber City
  - b. Wasatch County
  - c. Wasatch County School District
  - d. Midway
  - e. Intermountain Health
3. If you don't live within Heber Valley, do you want to?
  - a. Yes
  - b. No
  - c. Maybe
4. Do you currently:
  - a. Own
  - b. Rent
  - c. Currently don't pay rent or mortgage
5. Which do you prefer?
  - a. Ownership
  - b. Long-term rental
  - c. Short-term-rental
6. Do you own pets?
  - a. Yes
  - b. No
7. What type of residence do you currently occupy?
  - a. Condominium
  - b. Duplex or Townhouse
  - c. Apartment
  - d. Single family home
  - e. Other \_\_\_\_\_
8. How many vehicles does your household have?
  - a. 0
  - b. 1
  - c. 2
  - d. 3
  - e. 4+
9. What is the monthly cost of your transportation needs (includes car payments, insurance, gasoline, maintenance, bus/shuttle passes and car/van share?)
  - a. Less than \$300
  - b. \$301 - \$500
  - c. \$501 - \$700

- d. \$701 - \$900
- e. \$901 - \$1,100
- f. \$1,101 - \$1,300
- g. \$1,301 - \$1,500
- h. \$1,501 - \$1,700
- i. \$1,701 - \$1,900
- j. Over \$1,901

10. If you could live in Heber Valley, would you use transit in order to decrease transportation costs to help you qualify for housing?
- a. Yes
  - b. No
11. Would you consider reducing the number of vehicles in your household by one or more to live closer to work?
- a. Yes
  - b. No
12. What kind of parking features do you require? Check all that apply.
- a. Covered
  - b. Uncovered
  - c. Private Garage
  - d. Electric charging station
  - e. Street parking
  - f. Secured
  - g. Extra-large space
  - h. None
  - i. Other
13. If a suitable property became available, how quickly could you move?
- a. No plan to move
  - b. Less than 6 months
  - c. Less than a year
  - d. More than a year
14. What much do you currently pay per month for housing (rent or mortgage, utilities, and HOA fees)
- a. Less than \$1,000
  - b. \$1,001 - \$1,500
  - c. \$1,501 - \$2,100
  - d. \$2,101 - \$2,700
  - e. \$2,701 - \$3,300
  - f. \$3,301 - \$3,900
  - g. \$3,901 - \$4,500
  - h. \$4,501 - \$5,100
  - i. \$5,101 - \$5,700
  - j. Over \$5,701
15. What is your gross annual household income?
- a. Less than \$35,000
  - b. \$35,001 - \$55,000
  - c. \$55,001 - \$75,000
  - d. \$75,001 - \$95,000
  - e. \$95,001 - \$115,000
  - f. \$115,001- \$135,000

- g. \$135,001 - \$155,000
- h. \$155,001 - \$175,000
- i. \$175,001 - \$195,000
- j. Over \$195,001

16. How many people are part of your family, including you, your spouse and your dependent children?

- a. 1
- b. 2
- c. 3
- d. 4
- e. 5
- f. 6
- g. 7+

17. How many people live permanently in your house, including family and all related and unrelated individuals?

- a. 1
- b. 2
- c. 3
- d. 4
- e. 5
- f. 6
- g. 7
- h. 8
- i. 9
- j. 10+

18. Please rank in order of importance close access to the following amenities.

- a. Public transportation
- b. Retail (restaurants/shopping/grocery)
- c. Parks/Open space
- d. Schools
- e. Work
- f. Walk/Bike-ability
- g. Bike Share
- h. Car Share program
- i. Private yard space

19. What size home does your household need?

- 1. Studio
- 2. One Bedroom
- 3. Two Bedroom
- 4. Three Bedroom
- 5. Four Bedroom
- 6. Five+ Bedroom
- 7. Other, describe \_\_\_\_\_

20. Please rank in order your preferred housing by type.

- a. Apartment
- b. Condominium
- c. Detached Single-Family Dwelling
- d. Townhome
- e. Other \_\_\_\_\_

21. Would you consider buying an attainable/affordable home in Heber with the condition that it is deed restricted (permitted annual appreciation capped at 3%)?
- a. Yes
  - b. No
22. Which is more important to you:
- a. Living outside of Heber Valley in a market rate dwelling with no deed restriction; or
  - b. Living in Heber near your employment but within deed restricted housing.



# Heber City Council Staff Report

**MEETING DATE:** 1/7/2025  
**SUBJECT:** Plourde Annexation Petition  
**RESPONSIBLE:** Jacob Roberts  
**DEPARTMENT:** Planning  
**STRATEGIC RELEVANCE:** Petitioner Requested Legislative Action

## SUMMARY

The City has received a petition for the annexation of property located at approx. 6800 UT-32, Heber City, UT 84032 (See Exhibit A for location map) by the property owner Kasey Plourde. The proposed annexation contains 40.85 acres.

The policy questions include the following:

- Should the City Council accept the Plourde Annexation Petition for further evaluation?

## RECOMMENDATION

Staff recommends acceptance of the Plourde Annexation Petition for further evaluation.

## BACKGROUND

The proposed annexation is contiguous to the city boundary on the south of the property. The proposed annexation falls within the expansion area outlined by the Annexation Policy Plan.

## DISCUSSION

Accepting an annexation petition for further study does NOT annex a property, it only begins the process for evaluating the annexation. Many months of study follow the acceptance of an annexation petition as shown in the summary of the annexation process in Exhibit 2. No vesting rights are granted upon acceptance of an annexation petition. Annexations are approved through the City’s Legislative Authority and the City may deny an annexation petition for any reason.

Section 10-2-405 of the Utah State Code requires municipalities to accept or reject an annexation petition at the first meeting that is at least 14 days after the date the petition was filed. Failure to act

constitutes an acceptance of the petition (see Exhibit 1)

Pros to accepting the petition include the ability for the City and petitioner to evaluate in further detail the mutual advantages to having the area annexed into the City.

Cons to accepting the petition include the perception that the City is promoting growth via the expansion of its incorporated limits.

If accepted, the City will determine through more detailed future analysis, if the petition conforms to all policies of the Annexation Policy Plan, General Plan and State Code. The next step after Petition Acceptance would be petition Certification.

## FISCAL IMPACT

There is no fiscal impact to the City for accepting an annexation petition. annexations are required to pay a fee to cover costs for the City's review of a proposed annexation.

## CONCLUSION

The proposed Plourde Annexation is located within Heber City's Expansion Area, Staff recommends approval so that the annexation may move forward to analyzed further.

## ALTERNATIVES

1. Accept
2. Deny

---

## POTENTIAL MOTIONS

### Alternative 1 - Approval - Staff Recommended Option

I move to **accept** the Plourde Annexation Petition.

### Alternative 4 - Denial

I move to **deny** acceptance of the Plourde Annexation Petition.

---

## ACCOUNTABILITY

**Department:** Planning  
**Staff member:** Jacob Roberts, Planner

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## EXHIBITS

1. Plourde Annexation Petition ( January 7 2025)
2. EXHIBIT A: Annexation Map
3. EXHIBIT B: Annexation Policy Plan
4. EXHIBIT C: State Code Regarding Annexations
5. EXHIBIT D: Typical Annexation Process
6. EXHIBIT E: Plourde Annex Petition Submitted 12.19.24

HEART OF THE WASATCH BACK



# Plourde Annexation Petition

Action Item

Date: 1/07/2025

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# Summary

- Ms. Plourde has submitted an annexation Petition for the annexation of parcel 07-7086 to facilitate the construction of an event venue that works with the challenging topography of the parcel and maximizes the views from the parcel.

# Policy Questions

- Will Council accept or deny the Annexation Petition of Parcel 07-7086?

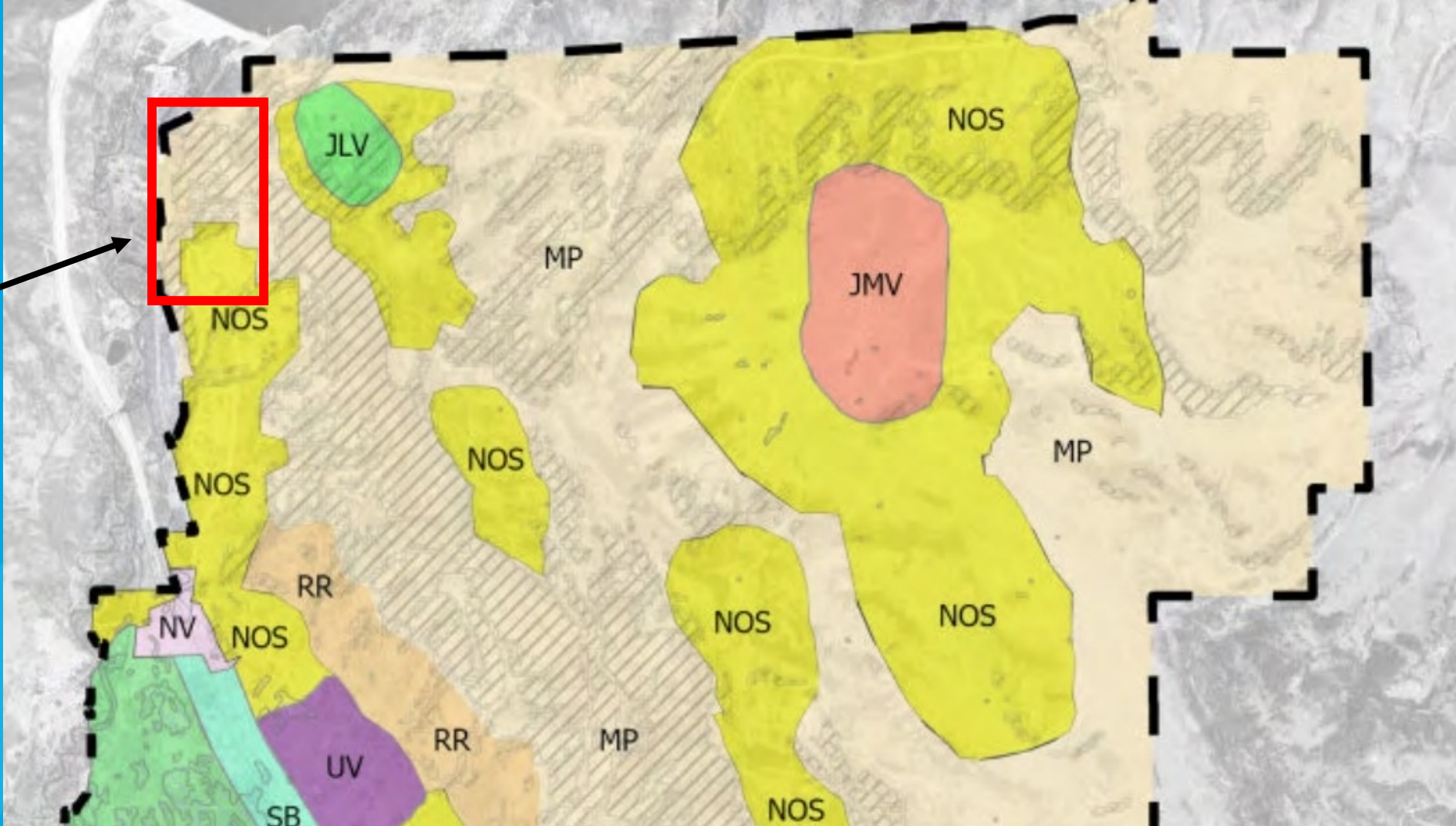
# Area Map



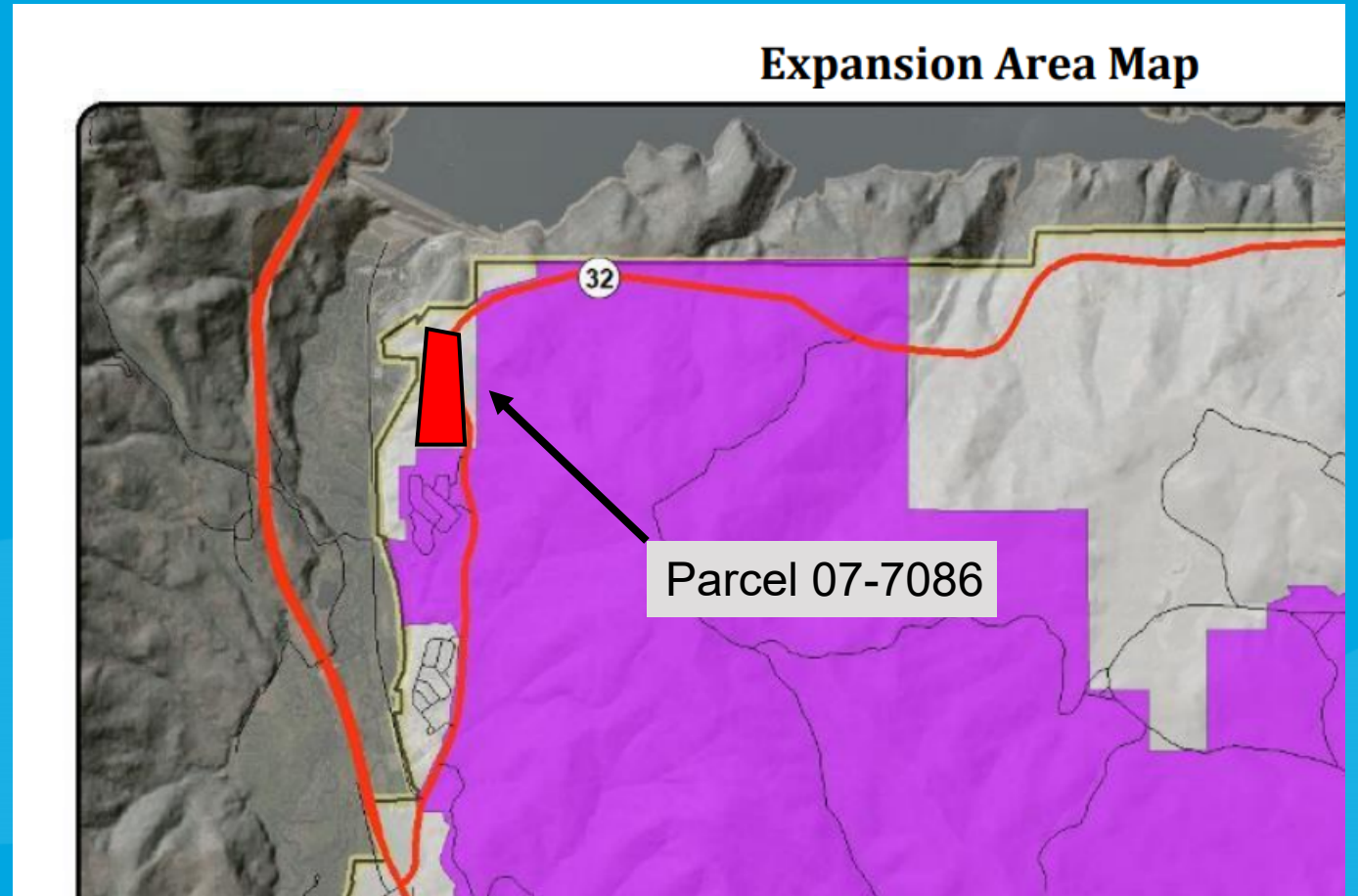
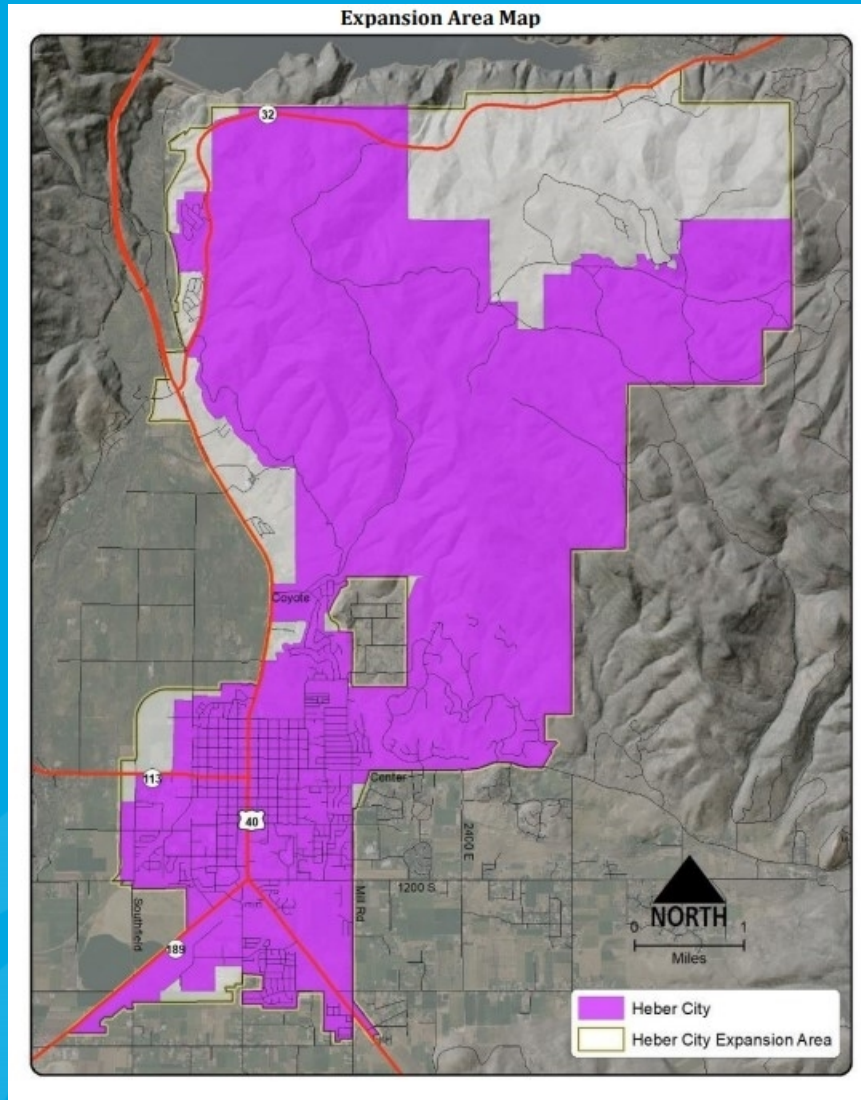
# Future Land Use Designation

General Plan Designation: Mountain Preservation / Neighborhoods with Open Space

General Area of Parcel in Question



# Annexation Policy Plan



# Policy Questions

- Will Council accept or deny the Annexation Petition of Parcel 07-7086?

HEART OF THE WASATCH BACK



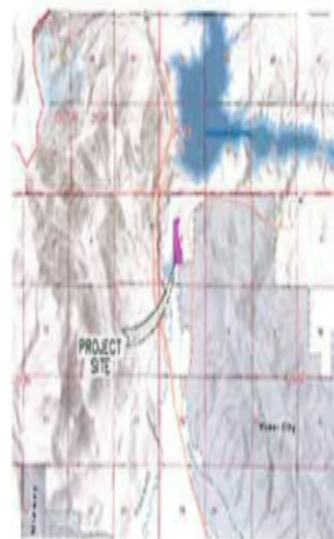
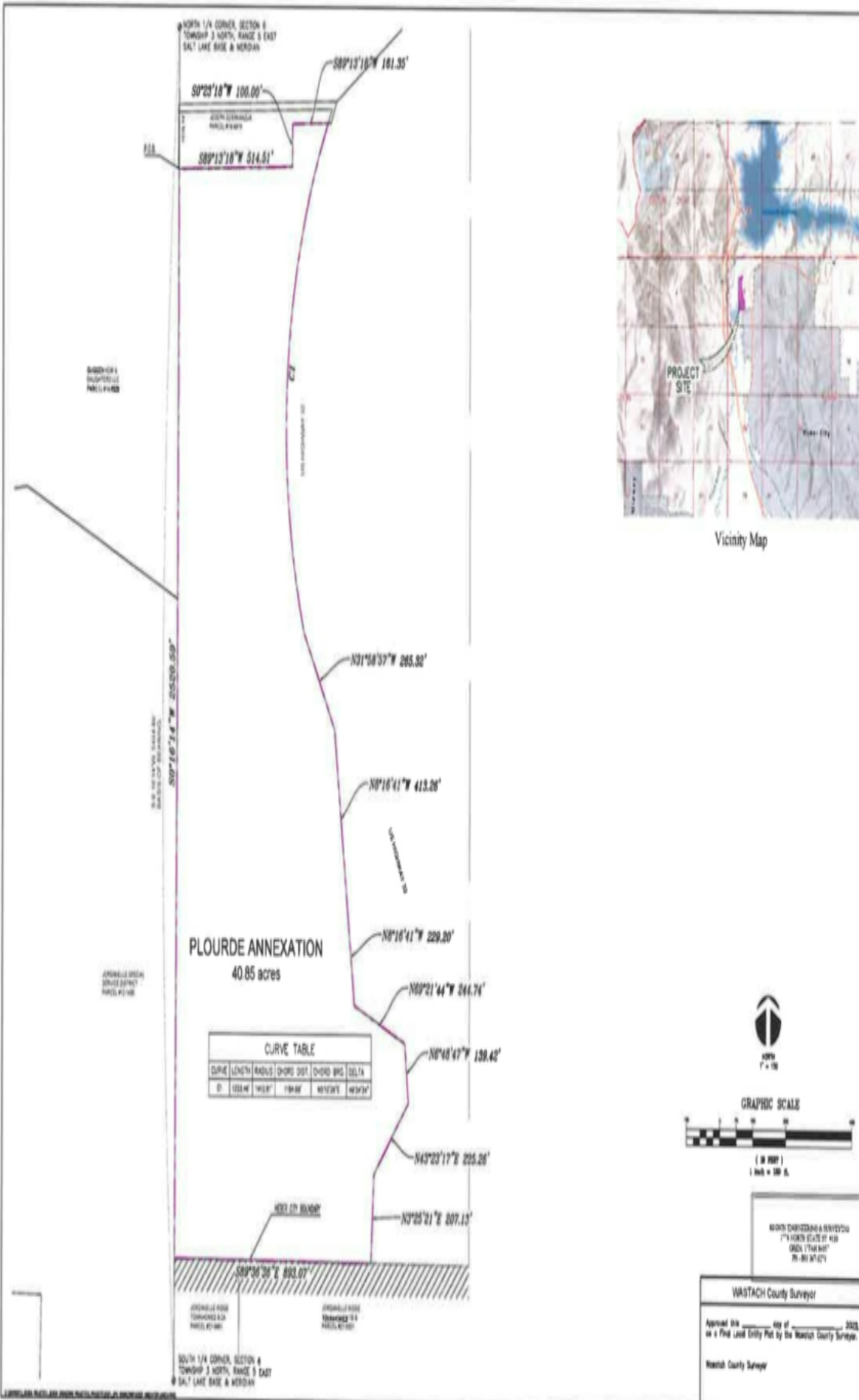
# Plourde Annexation Petition

Action Item

Date: 1/07/2025

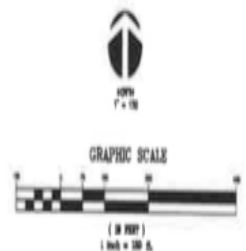
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# EXHIBIT A: ANNEXATION MAP



Vicinity Map

| CURVE TABLE |         |        |             |                  |                 |
|-------------|---------|--------|-------------|------------------|-----------------|
| CURVE ID    | LENGTH  | RADIUS | CHORD DIST. | CHORD BEG. DELTA | CHORD END DELTA |
| 1           | 1034.46 | 146.87 | 104.84      | 46.105°          | 46.337°         |



**Surveyor's Certificate**

I, Walter J. Miller, certify that I am a Professional Land Surveyor and that I have taken up, 2020, in accordance with the professional engineering and land surveying laws of the State of Utah, Chapter 22 of the Utah Code. I further certify that by the authority of the board, I have made a survey of the lines of the land shown on this plat and described below. I have also made a survey of the property described in this plat in accordance with the Utah Code section 17-20-17. I have verified all measurements, and have placed monuments as represented on the plat. I further certify that the plat is true and correct to the best of my knowledge.

**Boundary Description**

A PARCEL OF LAND LOCATED IN THE WEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, MORE FULLY CLARILY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE 1/4 SECTION LINE THAT IS 577.44 W 108.14 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 6 THENCE S 7° 14' 14" W ALONG THE 1/4 SECTION LINE 208.18 FEET TO THE NORTH LINE OF THE HERRER CITY ANNEXATION PLAT (HERRER ANNEXATION, LLC AND JOHNSVILLE RIDGE AND FLATS AS DETAILED HEREIN, THENCE S 89° 51' 14" W ALONG SAID ANNEXATION 80.11 FEET TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 22, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSE: 1) S 2° 22' 11" E 107.13 FEET, 2) THENCE N 47° 27' 15" E 238.28 FEET, 3) THENCE S 1° 04' 14" W 108.42 FEET, 4) THENCE S 89° 51' 14" W 244.14 FEET, 5) THENCE S 7° 14' 14" W 228.28 FEET, 6) THENCE S 1° 04' 14" W 413.28 FEET, 7) THENCE S 89° 51' 14" W 228.28 FEET ON A NON-TANGENT 143.13 FEET RADIAL CURVE TO THE RIGHT, 8) THENCE ALONG SAID CURVE 122.44 FEET TOWARD A CHORD BEARING N 7° 22' 11" E 118.44 FEET,

TO A POINT THAT IS 87.14 W 208.18 FEET FROM THE JOHNSVILLE RIDGE STATION, THENCE ALONG PARCEL #18 WITH THE FOLLOWING COURSE: 1) S 89° 51' 14" W 101.28 FEET, 2) THENCE S 1° 04' 14" W 101.08 FEET, 3) THENCE S 89° 51' 14" W 111.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.85 ACRES OF LAND.

THE BASIS OF BEARING FOR THIS SURVEY IS S 7° 14' 14" W 108.14 FEET BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN BASED ON STATE PLANE COORDINATES NAD83.



**Acceptance by Legislative Body**

THIS IS TO CERTIFY THAT THE UNDERSIGNED HAVE ADOPTED A RESOLUTION BY ITS ATTEMPT TO ANNEX THE TRACT OF LAND IN SAID HERRER AND HAVE SAID CITY ADOPTED AN ORDINANCE ANNEXING SAID TRACT OF LAND INTO HERRER CITY, UTAH, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH. ALL IN ACCORDANCE WITH UTAH CODE SECTION 17-2-4. ALL AS HEREBY REVERED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT SHOWN AS A PART OF SAID HERRER CITY, AND THAT SAID TRACT OF LAND IS TO BE KNOWN AS A PART OF SAID HERRER ANNEXATION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

Mayor \_\_\_\_\_ DATE \_\_\_\_\_

City Attorney \_\_\_\_\_ DATE \_\_\_\_\_

City Engineer \_\_\_\_\_ DATE \_\_\_\_\_

Attest: \_\_\_\_\_ DATE \_\_\_\_\_

**FINAL LOCAL ENTITY PLAT**  
Plat created December 18, 2024

**PLOURDE ANNEXATION**  
LOCATED IN THE EAST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN.

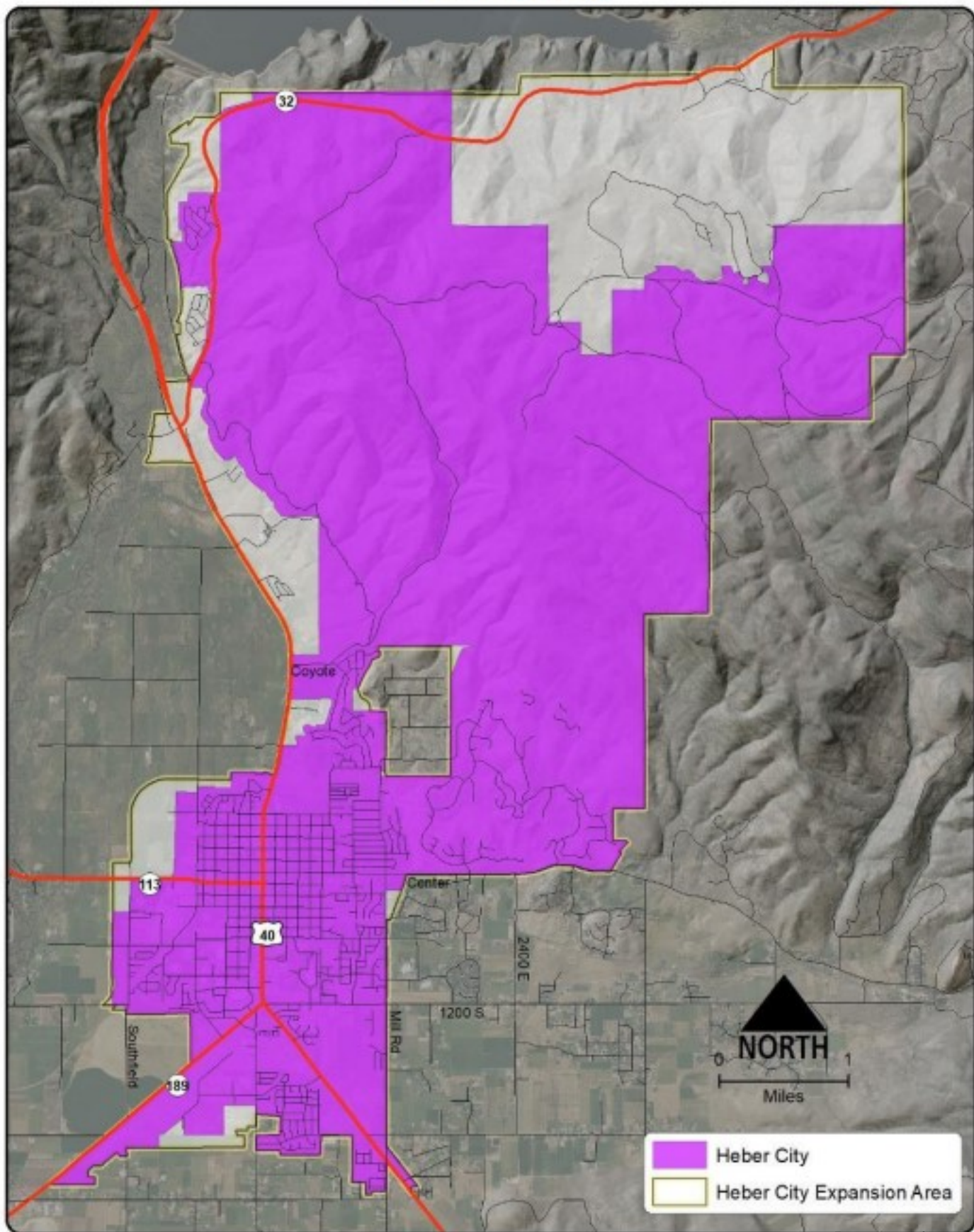
HERRER, WASATCH County, Utah  
Scale: 1" = 100 Feet

WASATCH County Surveyor \_\_\_\_\_  
WASATCH County Recorder \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
as a Final Local Entity Plat by the Wasatch County Surveyors.

Wasatch County Surveyor \_\_\_\_\_  
State of Utah, County of Wasatch, recorded and filed at the request of \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
By \_\_\_\_\_  
Wasatch County Recorder

# Expansion Area Map



## Exhibit 1: Utah State Code Regarding Annexation

### Acceptance

10-2-405. Acceptance or denial of an annexation petition -- Petition certification process -- Modified petition.

(1)(a) (i) A municipal legislative body may:

(A) subject to Subsection (1)(a)(ii), deny a petition filed under Section 10-2-403; or

(B) accept the petition for further consideration under this part.

(ii) A petition shall be considered to have been accepted for further consideration under this part if a municipal legislative body fails to act to deny or accept the petition under Subsection (1)(a)(i):

(A) in the case of a city of the first or second class, within 14 days after the filing of the petition; or

(B) in the case of a city of the third, fourth, or fifth class, a town, or a metro township, at the next regularly scheduled meeting of the municipal legislative body that is at least 14 days after the date the petition was filed.

(b) If a municipal legislative body denies a petition under Subsection (1)(a)(i), it shall, within five days after the denial, mail written notice of the denial to:

(i) the contact sponsor; and

(ii) the clerk of the county in which the area proposed for annexation is located.

(2) If the municipal legislative body accepts a petition under Subsection (1)(a)(i) or is considered to have accepted the petition under Subsection (1)(a)(ii), the city recorder or town clerk, as the case may be, shall, within 30 days after that acceptance:

(a) obtain from the assessor, clerk, surveyor, and recorder of the county in which the area proposed for annexation is located the records the city recorder or town clerk needs to determine whether the petition meets the requirements of Subsections 10-2-403(3) and (4);

(b) with the assistance of the municipal attorney, determine whether the petition meets the requirements of Subsections 10-2-403(3) and (4); and

(c) (i) if the city recorder or town clerk determines that the petition meets those requirements, certify the petition and mail or deliver written notification of the certification to the municipal legislative body, the contact sponsor, and the county legislative body; or

(ii) if the city recorder or town clerk determines that the petition fails to meet any of those requirements, reject the petition and mail or deliver written notification of the rejection and the reasons for the rejection to the municipal legislative body, the contact sponsor, and the county legislative body.

(3)(a) (i) If the city recorder or town clerk rejects a petition under Subsection (2)(c)(ii), the petition may be modified to correct the deficiencies for which it was rejected and then refiled with the city recorder or town clerk, as the case may be.

(ii) A signature on an annexation petition filed under Section 10-2-403 may be used toward fulfilling the signature requirement of Subsection 10-2-403(2)(b) for the petition as modified under Subsection (3)(a)(i).

(b) If a petition is refiled under Subsection (3)(a) after having been rejected by the city recorder or town clerk under Subsection (2)(c)(ii), the refiled petition shall be treated as a

newly filed petition under Subsection 10-2-403(1).(4) Each county assessor, clerk, surveyor, and recorder shall provide copies of records that a city recorder or town clerk requests under Subsection (2)(a).

## Typical Annexation Process: Exhibit 2

### Typical Annexation Process

| Process             | Month |   |   |   |   |   |   |   |   |
|---------------------|-------|---|---|---|---|---|---|---|---|
| Month               | 1     | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Notice of Intent    |       |   |   |   |   |   |   |   |   |
| Submittal           |       |   |   |   |   |   |   |   |   |
| Acceptance          |       |   |   |   |   |   |   |   |   |
| Certification       |       |   |   |   |   |   |   |   |   |
| Protest Period      |       |   |   |   |   |   |   |   |   |
| Plan. Commission    |       |   |   |   |   |   |   |   |   |
| Public Hearing      |       |   |   |   |   |   |   |   |   |
| MDA                 |       |   |   |   |   |   |   |   |   |
| Approval            |       |   |   |   |   |   |   |   |   |
| Lieutenant Governor |       |   |   |   |   |   |   |   |   |
| Record Plat         |       |   |   |   |   |   |   |   |   |

# PETITION FOR ANNEXATION INTO HEBER CITY

## Annexation Name: Plourde Annexation

We, the undersigned owners of certain real property lying contiguous to the present municipal limits of Heber City hereby submit this Petition for Annexation and respectfully represent the following:

1. This petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated;
2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Heber City and the annexation thereof will not leave or create an unincorporated island or peninsula;
3. The signatures affixed hereto are those of the owners of private real property that:
  - a. is located within the area proposed for annexation;
  - b. covers a majority of the private land area within the area proposed for annexation;
  - c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
  - d. lies contiguous to the present boundary of Heber City's corporate limits, located at the approximate address: **6800 Ut-32, Heber City, UT 84032**
4. The petitioners have caused an accurate plat or map of the above-described property to be prepared by a licensed surveyor, which plat or map is filed herewith in Exhibit A;
5. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as Exhibit B.
6. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed and at least a majority of the acreage is owned by the signers of this petition is shown in the attached Exhibit C (value and acreage spreadsheet) and Exhibit D (copies of all tax notices).

7. Land values and acreage within the annexation are as follows:

|   |           |                         |
|---|-----------|-------------------------|
| a. Total acreage within annexation:                   | 40.85     |                         |
| b. Total private property acreage within annexation:  | 40.85     |                         |
| c. Petitioner's acreage within annexation:            | 40.85     | 100%                    |
|   |           | % of Total Private Area |
| d. Total Assessed Land Value within annexation:       | \$550,000 |                         |
| e. Petitioner's Assessed Land Value within annexation | \$550,000 | 100%                    |
|   |           | % of Total Value        |


8. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;
9. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125, U.C.A. if:
  - a. the request or petition was filed before the filing of the annexation petition, and
  - b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;
10. The names and mailing addresses of all the owners of the parcels of land located within 300 feet of the area proposed to be annexed as shown in Exhibit E.
11. A vicinity map showing the City's current boundaries in relation to the proposed annexation in Exhibit F.
12. Per the Heber City Annexation Policy Plan, a Concept Plan is attached as Exhibit G. This Concept Plan is a very preliminary plan -- the petitioner is not strictly bound by it. However, it is the hope of the Heber City Council that the Concept Plan submitted is the primary intention of the developer at the time annexation is being requested.

## PETITION SIGNATURE PAGE 1

WHEREFORE, the Petitioners hereby request that this Petition be considered by the Heber City Council at its next regular meeting, or as soon thereafter as possible; that a resolution or motion be adopted or passed as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

Name of Annexation: Plourde Annexation

### **Petitioner 1**

|   |  |
|---|--|
| Petitioner Name<br>Kasey Plourde  | Phone Number<br>435-901-3625                 |
| Mailing Address<br>4484 S Parkview Dr<br>Millcreek, UT 84124                                    | Email Address<br>kasey@harvestmoonevents.com |
| Parcel Numbers<br>07-7086   |  |
| Signature<br> | Date<br>12/18/24                             |

### **NOTICE**

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Heber City. If you choose to withdraw your signature, you shall do so no later than 30 days after Heber City receives notice that the petition has been certified.

# PETITION CONTACT SPONSOR

Designate at least one but not more than five of the signers of this petition as "Sponsors", one of whom must be designated as the Contact Sponsor. Any person signing in behalf of a corporation or LLC must show and provide verification that they are authorized to sign for said corporation or LLC and sign as designated on such authorization. Each signature of a Petition Sponsor must be notarized.

|  |  |
|--|--|
| Petitioner Name<br>Kasey Plourde                             | Phone Number<br>435-901-3625                 |
| Mailing Address<br>4484 S Parkview Dr<br>Millcreek, UT 84124 | Email Address<br>kasey@harvestmoonevents.com |
| Parcel Numbers<br>07-7086                                    |  |

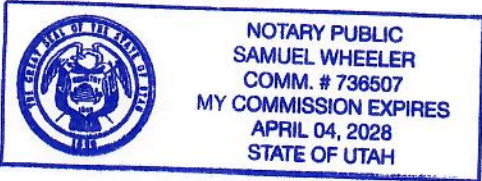
ENTITY:

By: Kasey Plourde  
 Name/Title: [Signature]

STATE OF Utah )  
 ) ss.  
 COUNTY OF Salt Lake )

On this 18 day of December, 2024, personally appeared before me the above named:

           who is personally known to me,  
 whose identity I verified on the basis of Drivers License  
           who is authorized to sign on behalf of the entity/(ies) that own the property  
 to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



[Signature]  
 NOTARY PUBLIC

My Commission Expires: April, 04 2028

## NOTICE

There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Heber City. If you choose to withdraw your signature, you shall do so no later than 30 days after Heber City receives notice that the petition has been certified.



# EXHIBIT B: PROPERTY DEEDS

Ent 547197 Bk 1480 Pg 713 - 717  
MARCY M. MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
2024 Jul 02 12:27PM Fee: \$40.00 CO  
For: First American - Park City  
ELECTRONICALLY RECORDED

Recording Requested by:  
First American Title Insurance Company  
1755 Prospector Avenue, Suite 200  
Park City, UT 84060  
(435)655-6800

Mail Tax Notices to and  
AFTER RECORDING RETURN TO:  
Grantee  
4484 S Parkview Drive  
Millcreek, UT 84124

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

## WARRANTY DEED

Escrow No. **041-6308020** (jb)  
A.P.N.: **00-0007-7086**, Serial No. **OWC-0477-0-006-035**

**Lenora E Hansen formerly known as Lenora Siggard aka Lenora Emily Tullis, or her successor, as Trustee Under Agreement with The Lenora Siggard Trust dated the 9th day of November, 1993 and amended and restated the 29th day of August, 2017**, Grantor, hereby CONVEY AND WARRANT to

**Harvest Moon Events, LLC, a Utah limited liability company**, Grantee, of **Millcreek, Salt Lake** County, State of **UT**, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in **Wasatch** County, State of **Utah**:

**See exhibit "A" attached hereto.**

Subject to easements, restrictions and rights of way appearing of record and general property taxes for the year 2024 and thereafter.

Witness, the hand(s) of said Grantor(s), this **June 26, 2024**.

A.P.N.: 00-0007-7086, Serial  
No. OWC-0477-0-006-035

Warranty Deed - continued

File No.: 041-6308020 (jb)

Lenora E Hansen formerly known as Lenora Siggard aka Lenora Emily Tullis, or Her Successor, as Trustee Under Agreement with The Lenora Siggard Trust dated the 9th day of November, 1993 and amended and restated the 29th day of August, 2017

Lenora E. Hansen  
Lenora E Hansen, Trustee

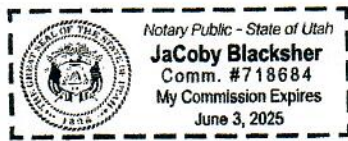
STATE OF Utah )  
County of Utah ) ss.

On June 26, 2024, before me, the undersigned Notary Public, personally appeared Lenora E Hansen formerly known as Lenora Siggard aka Lenora Emily Tullis, or her successor, as Trustee under Agreement with the Lenora Siggard Trust dated the 9th day of November, 1993 and amended and restated the 29th day of August, 2017., personally known to me (or 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 she executed the same in her authorized capacity and that 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.

My Commission Expires: 06/03/2025

[Signature]  
Notary Public



**EXHIBIT 'A'**File No.: **041-6308020 (jb)**Property: **Vacant Land, , UT**

That portion of land located in the Northwest Quarter of the Southeast Quarter, and in the Southwest Quarter of the Northeast Quarter of Section 6, Township 3 South, Range 5 East, Salt Lake Base and Meridian, in Wasatch County, Utah, lying West of the West right of way line of Wasatch County Route A described as follows:

Beginning at a point on the centerline of Wasatch County Route A shown as Engineer's Station PTS 96+54.847 on right of way plans on file in Wasatch County Surveyor's Office, said point also being 1333.625 feet North and 1600.9500 feet West from found brass cap county monument (1974) accepted as the Southeast corner of Section 6, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence North 77°02'51" West 200.00 feet to a point on the proposed West right of way line of said Wasatch County Route A; thence along said proposed West right of way line North 03°25'21" East 20.961 feet to a point on the Southerly line of the grantor's land described in the Warranty Deed from Nick Kiahtipes and Anita Kiahtipes to Richard Siggard and Verna K. Siggard recorded as Instrument Number 125857 on May 19, 1982 in Book 147, Page 237, Official Records of Wasatch County, said point also being on the Northerly line of the land described in the Warranty Deed from Shell Western E & P, Inc. to James Levoy Sorenson recorded as Instrument Number 137983 on March 14, 1986 in Book 179, Page 262, Official Records of Wasatch County, said point being the true Point of Beginning of this description;

thence along the West right of way line of said Wasatch County Route A as described in Warranty Deed recorded as Entry No. 148812, Book 208, Pages 447 to 452 on May 10, 1989 from Richard Siggard to Wasatch County, the following courses:

North 03°25'21" East 206.842 feet to a point which is distant radially from the centerline of said Wasatch County Route A North 83°17'50" West 230.00 feet from a point on said center line shown as Engineer's Station PSC 99+04.847 on said right of way plans;

thence North 43°23'17" East 225.260 feet to a point which is distant radially from the centerline of said Wasatch County Route A South 86°56'24" West 80.00 feet from a point on said centerline shown as Engineer's Station 101+00 on said right of way plans;

thence North 06°48'47" West 139.420 feet to a point which is distant radially from the centerline of said Wasatch County Route A South 79°26'11" West 80.00 feet from a point on said centerline shown as Engineer's Station 102+50 on said right of way plans;

thence North 69°21'44" West 244.735 feet to a point which is distant radially from the centerline of said Wasatch County Route A South 71°00'41" West 280.00 feet from a point on said centerline shown as Engineer's Station PCS 104+18.416 on said right of way plans;

thence North 08°16'41" West 229.199 feet to a point which is distant at right angles from the centerline of said Wasatch County Route A South 64°45'40" West 220.56 feet from a point on said centerline shown as Engineer's Station PST 106+68.416 on said right of way plans;

thence North 08°16'41" West 413.260 to a point which is distant at right angles from the

centerline of said Said Wasatch County Route A South  $64^{\circ}45'40''$  West 100.00 feet from a point on said centerline shown as Engineer's Station PTS 110+63.702 on said right of way plans;

thence North  $31^{\circ}58'57''$  West 265.320 feet to a point which is distant radially from the centerline of said Wasatch County Route A South  $70^{\circ}23'09''$  West 140.00 feet from a point on said centerline shown as Engineer's Station PSC 113+13.702 on said right of way plans, said point also being the beginning of a non-tangent curve concave to the East and having a radius of 1412.811, a radial line to said last mentioned point bears South  $70^{\circ}23'09''$  West;

thence Northerly along said curve an arc length of 880.572 feet to a point which is distant radially from the centerline of said Wasatch County Route A North  $73^{\circ}54'11''$  West 140.00 feet from a point on said centerline shown as Engineer's Station 121+06.981 on said right of way plans, a radial line to said point bears North  $73^{\circ}54'11''$  West.

thence continuing along said curve and arc length of 379.208 feet to a point on the Northerly line of the grantor's land described in the Warranty Deed from Nick Kiahtipes and Anita Kiahtipes to Richard Siggard and Verna K. Siggard recorded as Instrument Number 125857 on May 19, 1982 in Book 147, Page 237, Official Records of Wasatch County, said point also being on the Southerly line of the land described in the Quit Claim Deed from Kent Holt Company, Inc. to Kenneth O. Holt and Verdell T. Holt recorded as Instrument Number 129191 on May 4, 1983 in Book 155, Page 787, Official Records of Wasatch County.

thence leaving said West right of way line and running parallel with the North line of the Southwest Quarter of the Northeast Quarter of Section 6, Township 3 South, Range 5 East, Salt Lake Base and Meridian, (property line is offset 66 feet Southerly from said North line as recorded in a Real Estate Contract as Entry No. 158586, Book 236, Page 594 to 595, December 16, 1991) South  $89^{\circ}15'32''$  West a distance of 695.825 feet to a point of intersection on the West line of the Southwest Quarter of the Northeast Quarter of said Section 6, said point being South  $00^{\circ}15'21''$  West a distance of 66.01 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 6.

thence along the West line of the Southwest Quarter of the Northeast Quarter of said Section 6, South  $00^{\circ}15'21''$  West a distance of 1293.108 feet to the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 6.

thence along the West line of the Northwest Quarter of the Southeast Quarter of Section 6, Township 3 South, Range 5 East, Salt Lake Base and Meridian, South  $00^{\circ}15'21''$  West a distance of 1358.857 feet to the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 6.

thence along the South line of the Northwest Quarter of the Southeast Quarter of said Section 6, South  $89^{\circ}34'19''$  East a distance of 893.256 feet to the true Point of Beginning of this description.

The basis of bearings used for this description are Wasatch County Route A project bearings.

Excepting therefrom the following:

Beginning at a point South  $00^{\circ}23'18''$  West 1386.20 feet and North  $89^{\circ}13'18''$  East 717.851 feet from the North Quarter corner of Section 6, Township 3 South, Range 5 East, Salt Lake Base and Meridian; said point also being South  $59^{\circ}59'45''$  West 2093.451 feet from the Jordanelle Harn point set by the U.S. Geological Survey having central Utah State Plane Coordinates (NAD83): Y-2251015.021 meters; X-507179.900 meters and running thence;

**South 26°45'22" West 56.375 feet along the Northwesterly right of way of State Route 32, thence South 89°13'18" West 175.142 feet; thence South 00°23'18" West 100.00 feet; thence South 89°13'18" West 517.666 feet to the Quarter Section line of Said Section 6, thence North 00°23'18" East 150.00 feet along said Quarter Section line, thence North 89°13'18" East 717.851 feet to the Point of Beginning.**

**A.P.N. 00-0007-7086, Serial No. OWC-0477-0-006-035**



# EXHIBIT D: PROPERTY TAX NOTICES & RECENT APPRAISAL JUSTIFYING LAND VALUE ABOVE

**WASATCH COUNTY**  
BETTER BY NATURE

**Wasatch County Treasurer**  
25 North Main Heber City, Utah 84032  
Office Hours Are 8:00 A.M. To 5:00 P.M.  
Closed November 11, 28 & 29 2024  
Telephone (435) 657-3217  
**PAYMENT DUE UPON RECEIPT**  
**PENALTY ADDED AFTER DEC 2, 2024**

**2024 Tax Notice**

Parcel Number **00-0007-7086**  
 Back Taxes - Separate Check Required  
**NO BACK TAXES OUTSTANDING**  
 Tax District **012 - COUNTY OUTSIDE DISTRICT**  
 Mortgage Company **NO REQUESTING COMPANY**

**Partial Property Description**  
 BEGINNING N 4333 625 FT & W 1600 56 FT FROM SE 1/4 SECTION 6 T 35 R 16 S 11 N 77 DEG 02'51" W 200 FT, N 0

| Property Type                           | Acres/Count | Market Value  | Taxable Value  | Tax Amount      |
|---|-------------|---------------|----------------|-----------------|
| LOT UNIMPROVED                          | 37.16       | 371,600       | 371,600        | 3,151.54        |
| <b>Total Property Value &amp; Taxes</b> |             | <b>371.60</b> | <b>371,600</b> | <b>3,151.54</b> |

\* \* Values are a detailed listing of parcel/belt classifications. This listing is provided for informational purposes only. THIS OFFICE WILL NOT BE RESPONSIBLE IF YOU PAY ON PROPERTY OTHER THAN YOUR OWN. TAXES HEREIN ENUMERATED FOR THE CURRENT YEAR ARE DUE AND PAYABLE IN OUR OFFICE. LAST NOTICE REQUIRED BY LAW.

| Taxing Unit/Entities - Budget Hearing Date, Time & Location | Tax Rate        | Tax Amount      |
|---|-----------------|-----------------|
| 10 COUNTY GENERAL FUND                                      | 0.000047        | 351.91          |
| 12 COUNTY LOCAL ASD   | 0.000110        | 40.88           |
| 15 COUNTY BONDS   | 0.000019        | 7.06            |
| 17 MAJORITY COUNTY AAC                                      | 0.000015        | 5.57            |
| 18 BASIC ST SCHOOL LEVY                                     | 0.001408        | 523.23          |
| 20 WASATCH CO SCHOOL DIST                                   | 0.004891        | 1,795.02        |
| 21 SCHOOL DIST BOND   | 0.000025        | 93.63           |
| 23 HEALTH   | 0.000031        | 116.66          |
| 24 CHARTER SCHOOL LEVY                                      | 0.000034        | 127.72          |
| 30 WASATCH COUNTY FIRE DISTRICT                             | 0.000010        | 37.16           |
| 32 PARK & REG GENERAL                                       | 0.000010        | 37.16           |
| 72 LIBRARY  | 0.000154        | 57.23           |
| 90 CENTRAL UT WATER CONSERVANCY                             | 0.000115        | 42.73           |
|   | 0.000460        | 148.64          |
|   | <b>0.008481</b> | <b>3,151.54</b> |

Prepayments

Abatements

Total Tax Due

The Wasatch County Recorder's Office now offers Property Watch.  
 For more information, and to sign up, please visit [www.wasatchcounty.gov/propertywatch](http://www.wasatchcounty.gov/propertywatch)  
 OR scan the QR Code.

Payments Are Due Before December 2nd  
Postmark Accepted

FACTS ON BACK OF THIS NOTICE

KEEP ABOVE PORTION FOR YOUR RECORDS. DETACH ENTIRE BOTTOM PORTION AND RETURN WITH PAYMENT, BRING COMPLETE NOTICE WHEN PAYING IN PERSON.

Paid online 11/11/24 - Business Checking EFT

**TOTAL DUE 3,151.54**

**PENALTIES APPLY AFTER DECEMBER 2, 2024**

Make checks payable to: WASATCH COUNTY TREASURER  
25 North Main  
Heber City, Utah 84032

Cash mailed at taxpayer risk. Your cancelled check is your receipt.  
To ensure proper credit, please write the parcel number(s) on your check.  
Returns will be issued upon request after January 31, 2025.

**2024 THIS STUB MUST ACCOMPANY PAYMENT**

00-0007-7086

**PARCEL: 00-0007-7086**

GO TO WASATCHCOUNTY.GOV OR SCAN THE QR CODE TO MAKE A PAYMENT, CHANGE MAILING ADDRESS, OR REQUEST PREPAYMENT COUPON BOOKLET FOR 2025. THE COUPONS WILL BE MAILED IN FEBRUARY 2025.





Resort Appraisal Service - (435) 513-4638

LAND APPRAISAL REPORT

File No. 9676-K

Borrower Harvest Moon Events LLC
Property Address 6800 Ut-32
City Heber City
Legal Description See attached addenda.
Sale Price \$ 550,000
Date of Sale
Loan Term
Property Rights Appraised Fee
Actual Real Estate Taxes \$ 1,765
Lender/Client Holladay Bank and Trust
Address 220 East Murray-Holladay Rd, P.O. Box 17576-0576, Holladay, U

Location Urban Suburban Rural
Built Up Over 75% 25% to 75% Under 25%
Growth Rate Fully Dev. Rapid Steady Slow
Property Values Increasing Stable Declining
Demand/Supply Shortage In Balance Oversupply
Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
Present 50% One-Unit % 2-4 Unit % Apts. % Condo 5% Commercial
Land Use % Industrial % Vacant 45% Agriculture
Change in Present Land Use Not Likely Likely Taking Place
Predominant Occupancy Owner Tenant 100% Vacant
One-Unit Price Range \$ 600 to \$ 800 Predominant Value \$ 700
One-Unit Age Range 0 yrs. to 100 yrs. Predominant Age 40 yrs.
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) The subject is located in a market surrounded by single family and manufactured residences as well as private and public land. Subject is located approximately 17 miles from the I-80 corridor. All Employment as well as public and consumer services can be found in Heber City or Midway, approximately 5 miles South.

Dimensions See Plat Map = 37.16 ac
Zoning Classification A-20 Agricultural / Residential Present Improvements Do Do Not Conform to Zoning Regulations
Highest and Best Use Present Use Other (specify) Single Family Residence
Elec. ELEC. NEEDED
Gas None
Water Well Needed
San. Sewer Septic Needed
Underground Elect. & Tel.
OFF SITE IMPROVEMENTS
Street Access Public Private
Surface Asphalt
Maintenance Public Private
Storm Sewer Curb/Gutter
Sidewalk Street Lights
Is the property located in a FEMA Special Flood Hazard Area? Yes No
Standard utility easements. No unusual adverse easements or encroachments were observed, however, the appraiser did not conduct an in-depth research of the easements.

Table with 4 columns: ITEM, SUBJECT PROPERTY, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Address, Proximity to Subject, Sales Price, Data Source(s), Date of Sale/Time Adj., Location, Site/View, Utilities, Slope, Other Significant Items, View, Sales or Financing Concessions, Net Adj. (Total), Indicated Value of Subject, and Comments on Market Data.

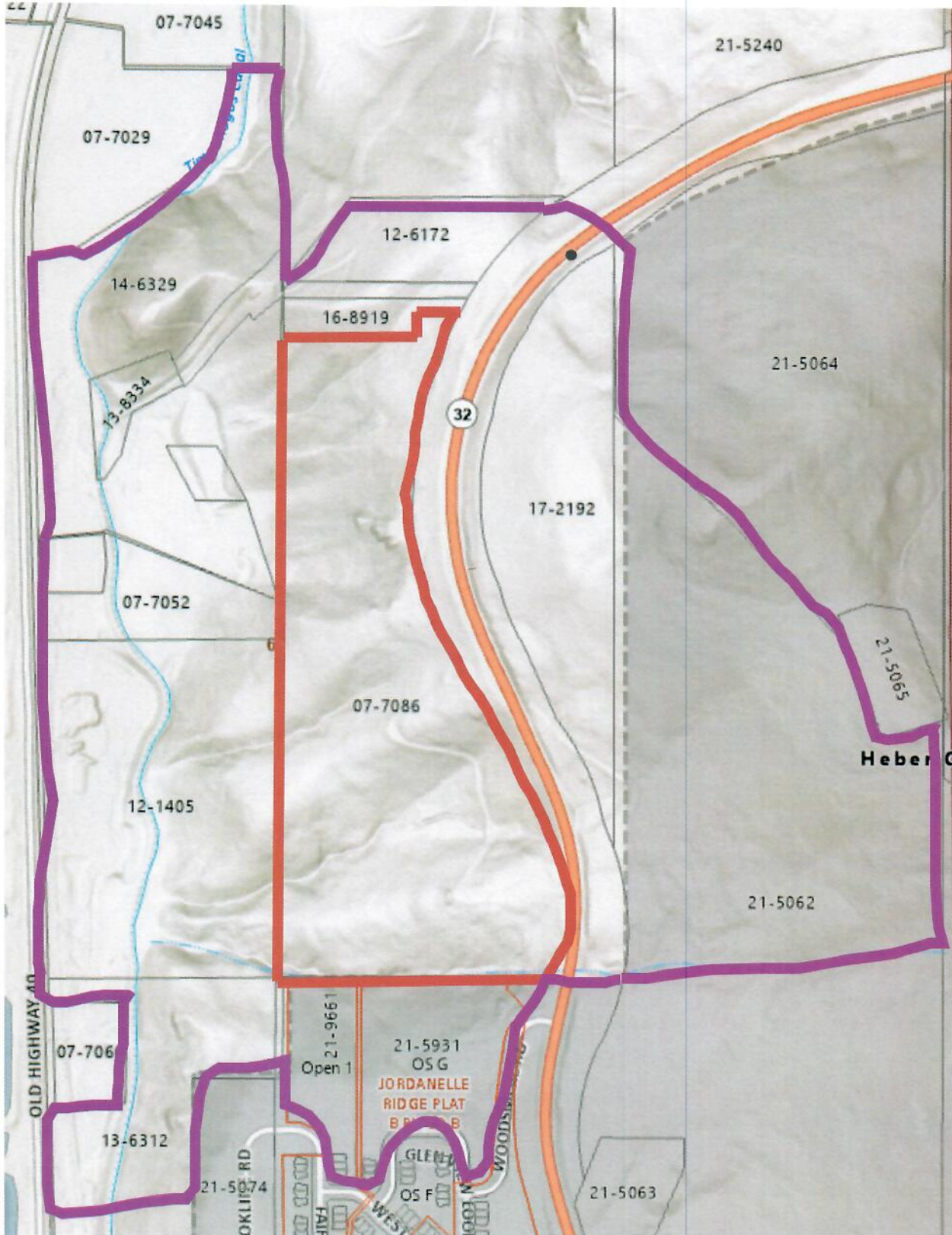
Comments and Conditions of Appraisal The intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the subject property for mortgage loan purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value.
Final Reconciliation The estimated value is supported principally by the Sales Comparison Approach. The Cost and Income Approaches are not considered relevant to this assignment. The contract sales price was a consideration in the final value estimate.
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF 05/17/2024 TO BE \$ \$550,000
Appraiser Kevin Berton Weed
Date of Signature and Report 05/21/2024
Supervisory Appraiser (if applicable)
Date of Signature
Title
State Certification # 1702076 ST WA
Or State License # ST
Expiration Date of State Certification or License 06/18/2024
Date of Inspection (if applicable) 05/17/2024
Did Did Not Inspect Property Date of Inspection

# EXHIBIT E: LIST OF ALL PROPERTY OWNERS WITHIN ANNEXATION AND WITHIN 300 FEET OF ANNEXATION

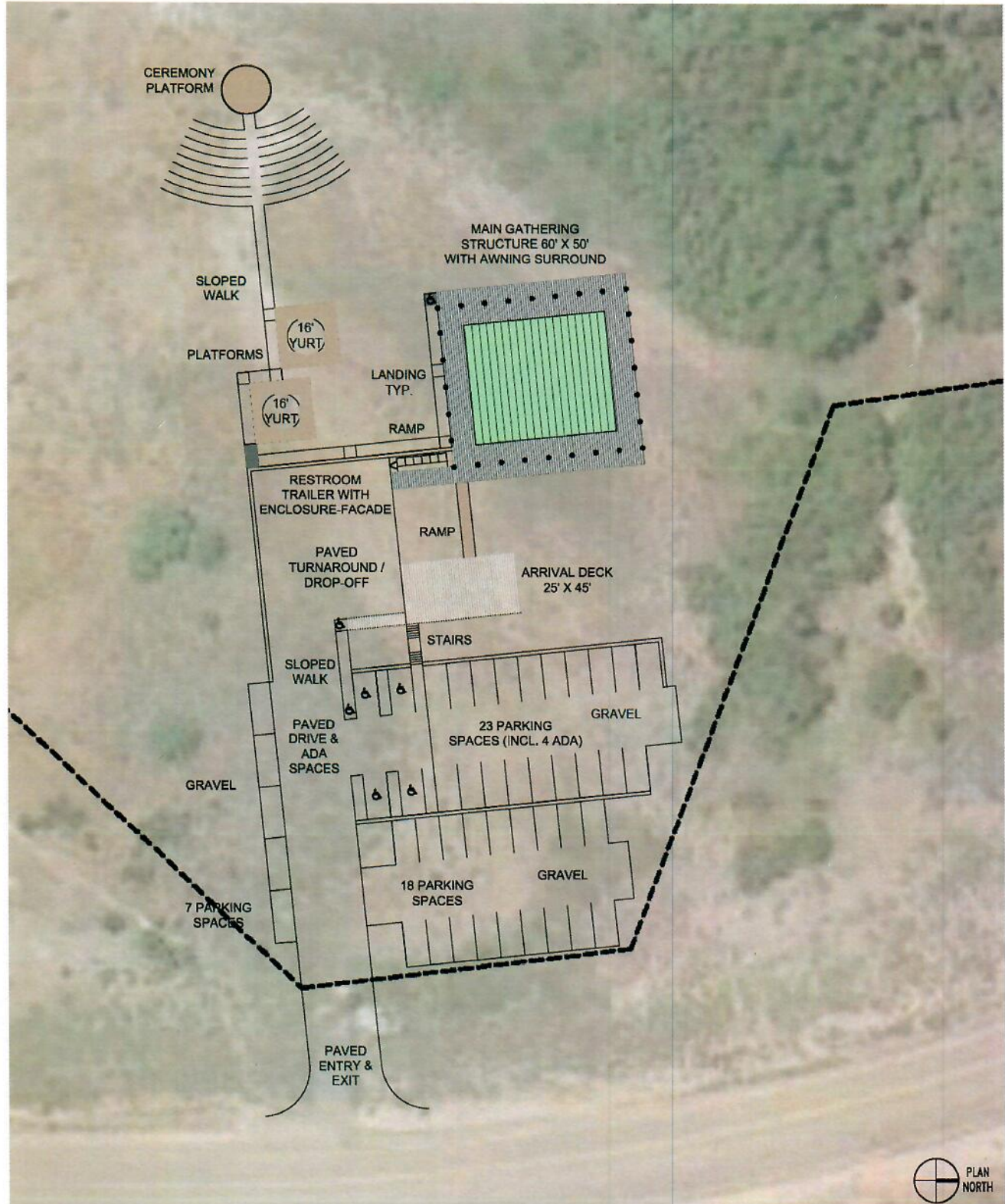
| PROPERTY OWNERS WITHIN ANNEXATION    |                             |                  |    |            |
|--------------------------------------|-----------------------------|------------------|----|------------|
| Harvest Moon Events                  | 4484 S Parkview Dr          | Millcreek        | UT | 84124      |
| PROPERTY OWNERS WITHIN 300 FEET      |                             |                  |    |            |
| Joseph Dziemianzuk                   | 3365 Kenmore Dr             | Sarasota         | FL | 34231-7131 |
| Jordanelle Glamping                  | 11149 S. Boylestone Ct      | South Jordan     | UT | 84095-1313 |
| Guggenheim & Daughters LLC           | 1550 Bayside Dr. #13        | Corona Del Mar   | CA | 92625-1711 |
| Jordanelle Special Services District | PO Box 519                  | Heber City       | UT | 84032-0519 |
| Holmes Homes Inc                     | 126 W Segoe Lily Dr Ste 250 | Sandy            | UT | 84070-3380 |
| UDOT                                 | 4501 S 2700 W               | Salt Lake City   | UT | 84119-5928 |
| Timothy Randall                      | 23 N Kintail St             | Saratoga Springs | UT | 84043-4748 |

# EXHIBIT F: VICINITY MAP

Map of properties within 300 feet of the proposed annexation



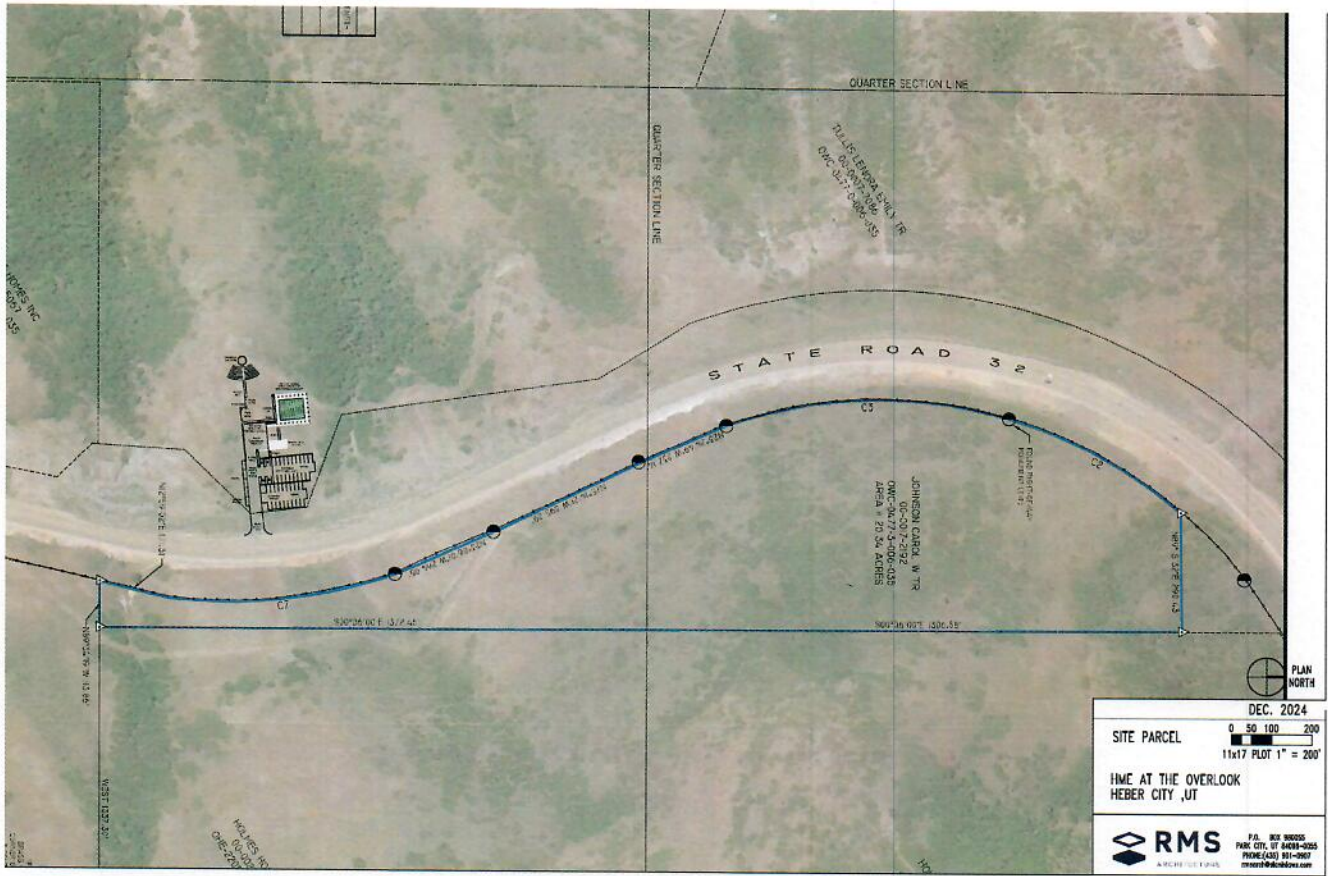
# EXHIBIT G: CONCEPT PLAN



DEC. 2024

SITE DESIGN 11x17 PLOT 1" = 40'

HME AT THE OVERLOOK  
HEBER CITY, UT





# Heber City Council Staff Report

**MEETING DATE:** 1/7/2025

**SUBJECT:** Review and Approval of Development Agreements for North Village Crossing and Harvest Village

**RESPONSIBLE:** Tony Kohler, Jeremy Cook

**DEPARTMENT:** Planning

**STRATEGIC RELEVANCE:** Community Development

## SUMMARY

The North Village Crossing and Harvest Village properties are located near the intersection of Highway 40 and SR 32. On December 17, Council approved the annexation conditional upon approval of final development agreements for the petitioners in upcoming meeting(s) with Council.

## RECOMMENDATION

Staff recommends Council discuss the proposed development agreements and approve them when ready.

## BACKGROUND

Staff has been negotiating final development agreements with the petitioners based on feedback from the City Council. Legal Staff has been working with the petitioners to finalize the agreements.

## DISCUSSION

Legal Staff is planning to lead a discussion and request feedback on key provisions of the development agreements, including the following:

- Harvest Village:
- Zoning as North Village (NV) sub-district (Section 3.1)
  - Project Density (Section 4.1)
  - Site Plan Vesting (Section 4.2)
  - Exceptions to NVOZ Zone (Section 4.2.1)
  - Affordable Housing (Section 4.5)
  - Term (Section 5)

UDOT Bypass Road and Delay in Approvals (Section 6.2)  
Parks and Open Space (Section 7)  
North Fields Preservation (Section 7.8)

Crossings:

Zoning as North Village (NV) sub-district (Section 3.1)  
Site Plan Vesting (Section 4.2)  
Exceptions to NVOZ Zone (Section 4.2.1)  
Affordable Housing (Section 4.5)  
Term (Section 5)  
Parks and Open Space (Section 7)  
North Fields Preservation (Section 7.8)

**Pros** to approving the proposed annexation include: 1) less density than proposed in the county; 2) assurance of implementing the City’s Transportation, Storm Water, North Village Overlay Zone and General Plan; 3) financial benefits such as property tax, sales tax and transient room tax; 4) job and housing creation for the UVU campus; 5) Heber City controlling land uses along its primary entrance; 6) creation of affordable housing; and 7) moving already planned development from the unincorporated area to within Heber City Corporate limits.

**Cons** to the proposed annexation include the potential for impacts to some of the planned bypass route alternatives.

**FISCAL IMPACT**

The planned development will have positive financial benefits such as property tax, sales tax and transient room tax.

**CONCLUSION**

The proposed development agreements further the implementation of the policies and goals of the general plan, standards of the North Village Overlay Zone (NVOZ) and ensure a balance between property rights and the public good.

**ALTERNATIVES**

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

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**POTENTIAL MOTIONS**

**Alternative 1 - Approval - Staff Recommended Option**

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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 , 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.

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**ACCOUNTABILITY**

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

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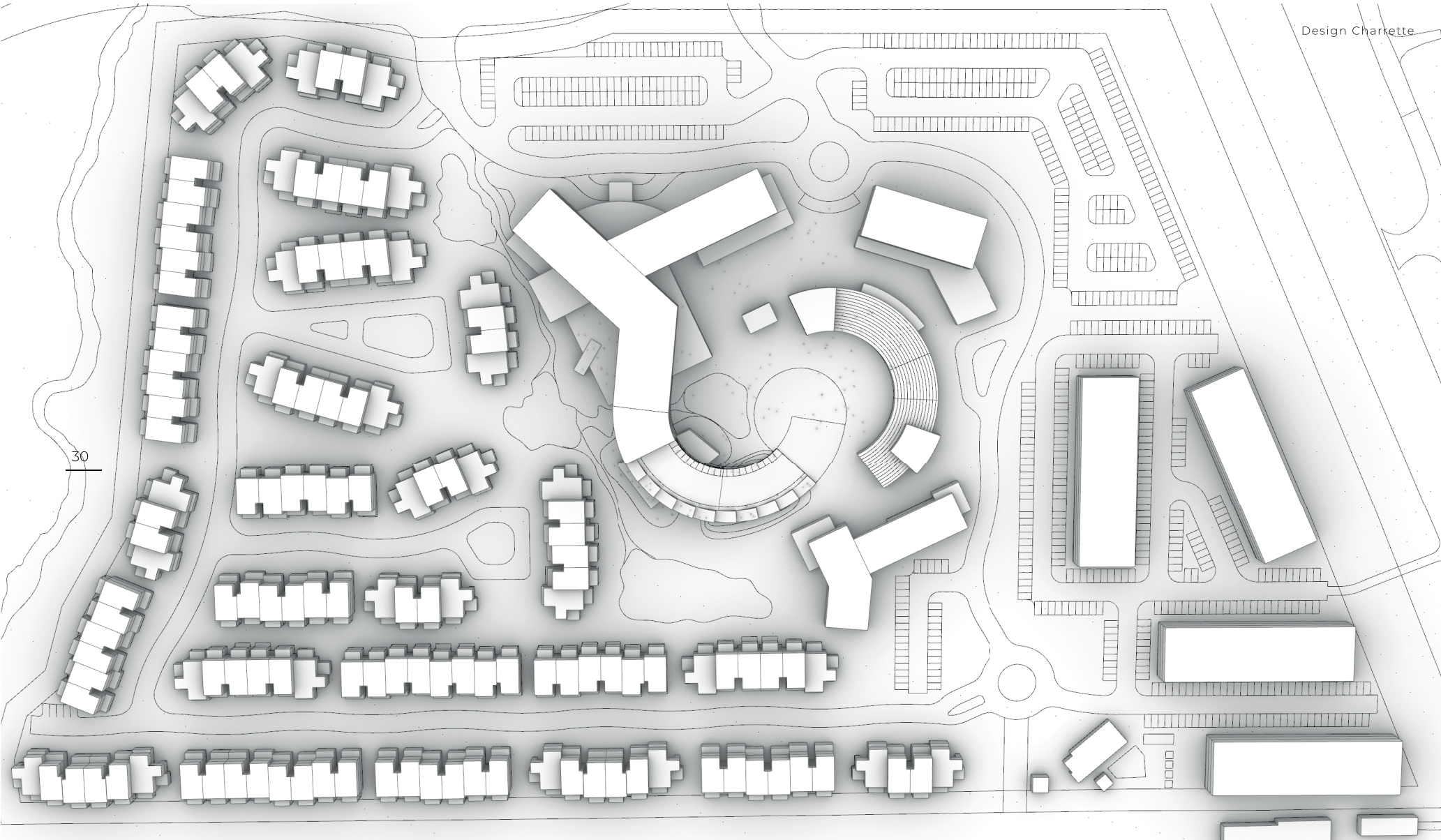
**EXHIBITS**

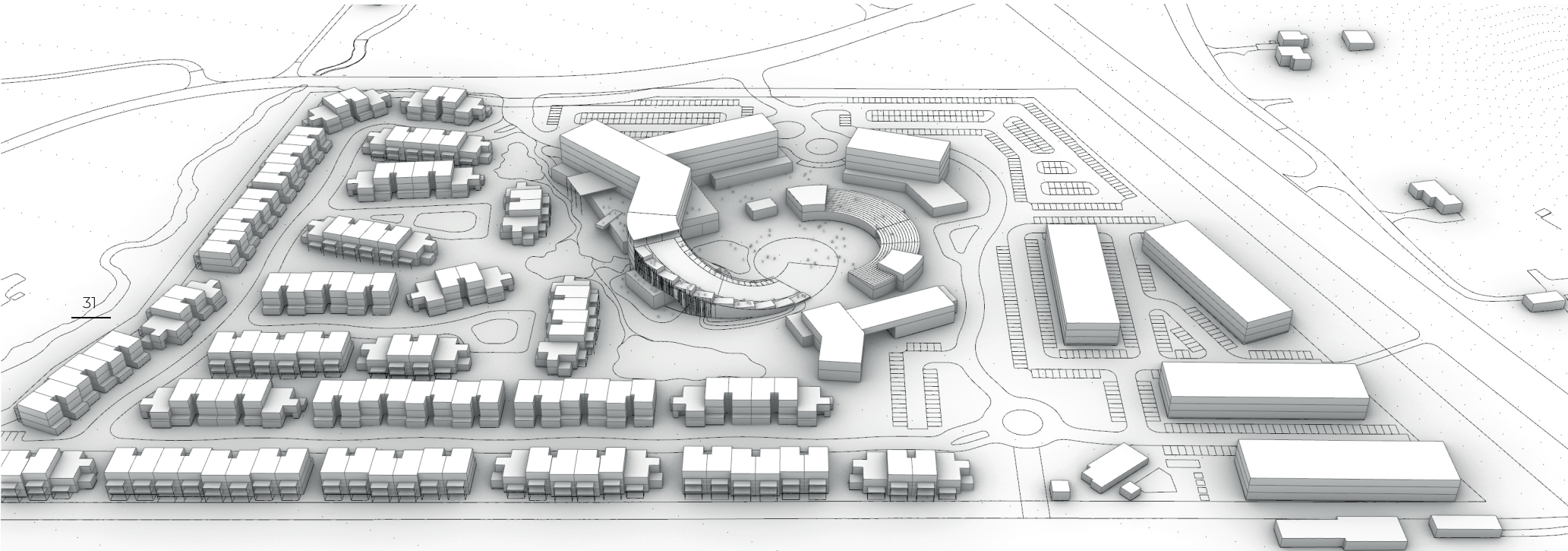
1. HV Updated Site Plan (12-30-24)
2. Harvest Village Clean Jan. 2 - 4913-3998-5164 - 1
3. NVC-12-17-24 Rendering
4. NVC\_Heber Mtg\_12\_3\_2024
5. NVC concept 12-31-24 PHASING PLAN
6. NVC concept 12-31-24 OPEN SPACE PLAN
7. NVC concept 12-31-24 TRAIL PLAN
8. NVC concept 12-31-24 SITE PLAN
9. Crossings DA Jan. 2 - 4937-1606-0172 - 1

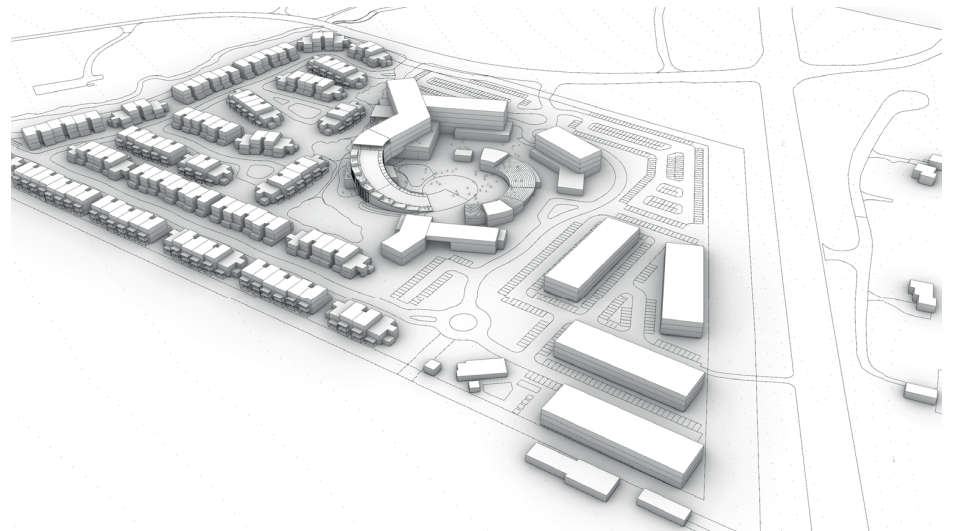
# HARVEST VILLAGE MASTER PLAN



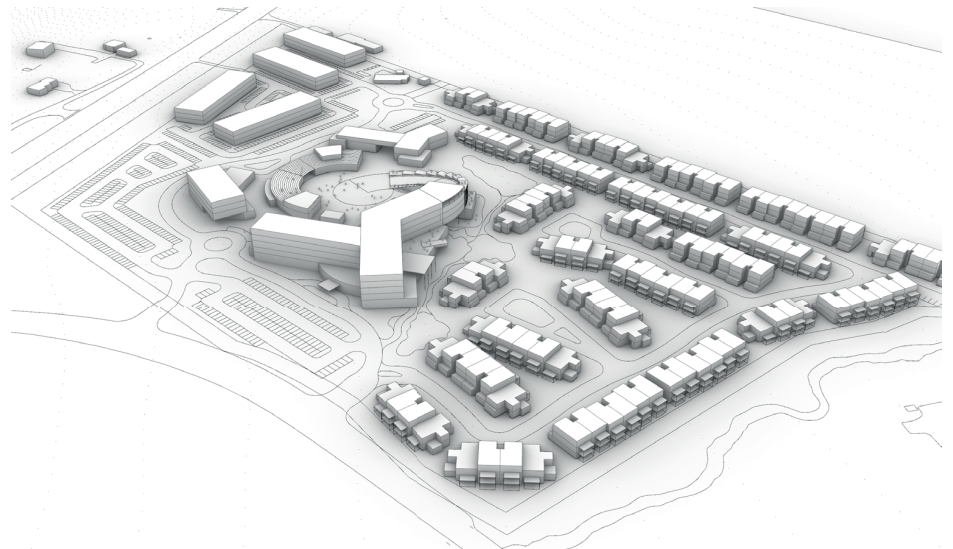
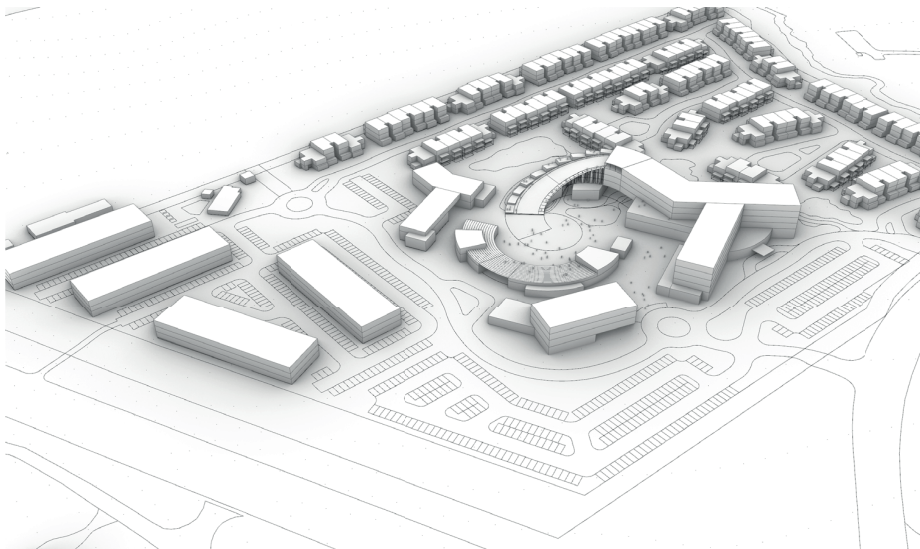


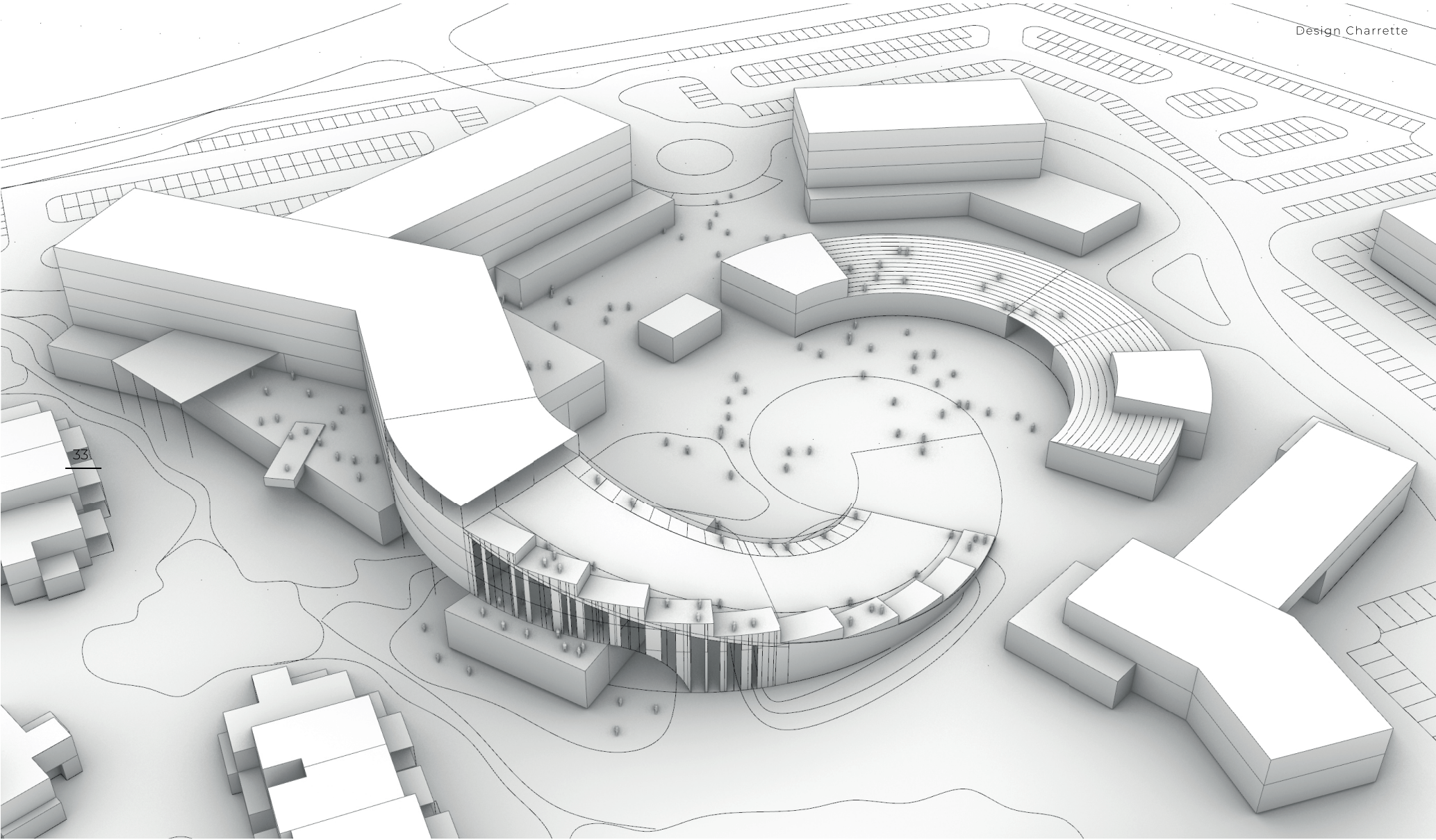






32

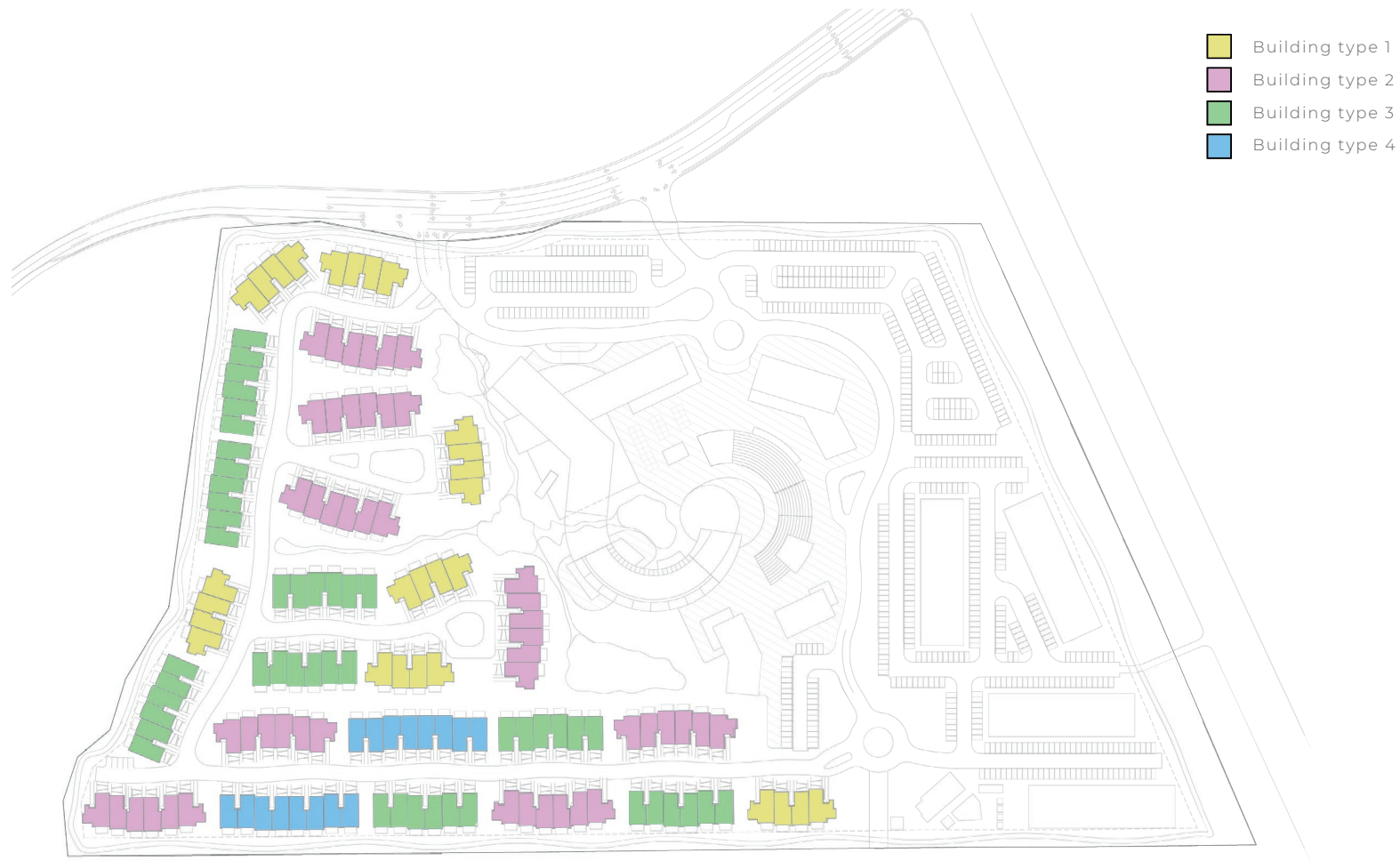




34

|                                   | Parking       | Hotel         | Condo         | Amenities     | Retail/Comm./Office | Townhomes      |
|-----------------------------------|---------------|---------------|---------------|---------------|---------------------|----------------|
| L1                                | 45,095        | 23,598        | -             |               | 63,454              |                |
| L2                                | -             | 11,703        | 6,904         | 29,700        | 36,748              |                |
| L3                                | -             | 11,703        | 36,496        | 0             | 5,598               |                |
| L4                                | -             | 11,703        | 36,496        | 0             |                     |                |
| L5                                | -             | 19,466        | 11,037        | 0             |                     |                |
| <b>Areas in project</b>           | <b>45,095</b> | <b>78,173</b> | <b>90,933</b> | <b>29,700</b> | <b>105,800</b>      | <b>386,130</b> |
| <b>Original brief (charrette)</b> | 45,095        | 77,600        | 90,900        | 29,700        | 105,800             | 287,960        |
| <b>Difference</b>                 | 0             | 573           | 33            | 0             | 0                   | 98,170         |

# THE RESIDENCES





L1

4 Bed TH:

L1 - 886 sf  
L2 - 1,267 sf  
L3 - 619 sf

Total: 2,772 sf



L2

4 Bed TH:

L1 - 886 sf  
L2 - 1,267 sf  
L3 - 619 sf

Total: 2,772 sf



39

L3

4 Bed TH:

L1 - 886 sf  
L2 - 1,267 sf  
L3 - 619 sf

Total: 2,772 sf



40

L3

3 Bed TH:

L1 - 886 sf  
L2 - 1,267 sf  
L3 - 319 sf

Total: 2,472 sf



41

L1

4 Bed TH:

L1 - 1,307 sf  
L2 - 1,400 sf

Total: 2,707 sf



L2

**UNIT MIX**

| Townhome prototype              |          | #          | %   | Sq.ft. | Total area          |
|---------------------------------|----------|------------|-----|--------|---------------------|
| Townhome type 1A (4 bed + loft) | 3 floors | 110        | 79% | 2,772  | 304,920             |
| Townhome type 2 (4 bed + loft)  | 2 floors | 30         | 21% | 2,707  | 81,210              |
|                                 |          | <u>140</u> |     |        | <u>386,130</u> sf * |

**AREA SUMMARY PER BUILDING TYPE**

| Building type | # units/bldng | # Buildings | sq.ft. /bldng | Total area          |
|---------------|---------------|-------------|---------------|---------------------|
| Building 1    | 4             | 7           | 10,958        | 76706               |
| Building 2    | 6             | 8           | 16,632        | 133056              |
| Building 3    | 6             | 8           | 16,502        | 132016              |
| Building 4    | 8             | 2           | 22,176        | 44352               |
|               |               | <u>25</u>   |               | <u>386,130</u> sf * |

\* Townhome Type 1B not not included in this mix/area summary.

**GVI** GOMEZ VAZQUEZ  
INTERNATIONAL

**WHEN RECORDED, RETURN TO:**

Heber City  
Attention: City Recorder  
75 North Main Street  
Heber City, Utah 84032

Tax Parcel Nos.: 20-0622, 21-2614, 21-2615, 21-2612, 21-2480, 21-2617, 21-1557, 21-1555, 21-1559, and 21-1558

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**DEVELOPMENT AGREEMENT  
FOR THE  
HARVEST VILLAGE MIXED USE DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT FOR THE HARVEST VILLAGE MIXED USE DEVELOPMENT (this “**Agreement**”) is made and entered into as of the 7<sup>th</sup> day of January, 2024, by and between HEBER CITY, a political subdivision of the State of Utah (the “**City**”), and KLJB, LLC and its successor and assign ANGSTROM DEVELOPMENT GROUP LLC, a Utah limited liability company (“**ADG**”), BAIBACH, LLC, and K&H DEVELOPMENT HEBER, LLC (collectively “**Property Owners**”). The Property Owners and the City are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

A. Property Owners are the owners of approximately 39 acres of undeveloped real property located on the Southwest intersection of Hwy 40 and River Road (Parcel Nos. 20-0622, 21-2614, 21-2615, 21-2612, 21-2480, 21-2617, 21-1557, 21-1555, 21-1559, and 21-1558) in Wasatch County, State of Utah (the “**Property**”). A legal description of the Property is attached hereto as **Exhibit A**.

B. In conjunction with the approval of this Agreement, the City approved and adopted a Site Plan for the Project (the “**Site Plan**”).

C. The Site Plan for the Property provides for a mixed-use development, including recreational and open space uses. All such uses shall be consistent with the permitted uses in the North Village Overlay Zone (“**NVOZ**”) as North Village (NV) Sub-District or as outlined within this Agreement.

D. This Agreement and the Site Plan meets the intent of, complies with, and is guided by, the Envision 2050 Heber General Plan.

E. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of Property Owners and their successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a mixed-use project in accordance with the terms hereof, and to establish the rights and responsibilities of the City to annex the Property into the boundaries of Heber City and to authorize and regulate such development pursuant to the requirements of this Agreement.

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

## TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions. Incorporation.** The foregoing Recitals and Exhibits A through E are hereby incorporated into this Agreement.

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

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2024), as amended.

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 16.

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

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

1.2.5 **Public Gathering Areas** means any publicly owned area or public park identified on the Site Plan that is intended to provide services to the community at large.

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

1.2.7 **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Property and not merely a part of the development of any particular Subdivision. Backbone Improvements are generally considered to be in the

nature of “System Improvements,” as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2024).

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

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

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

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

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

1.2.13 **City Updated North Village Street Master Plan** shall mean the City’s Street Master Plan and Street Capital Facilities Plan.

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

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

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

1.2.17 **Default** shall have the meaning provided in Section 14.

1.2.18 **Design Guidelines** means the design guidelines referenced in the North Village Overlay Zone.

1.2.19 **Developer** shall have the meaning provided in Section 22.

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

1.2.21 **Development Property** shall have the meaning provided in Section 22.1.

1.2.22 **Development Report** means a report containing the information specified in Section 4.6 submitted to the City by Property Owners or any successor for the sale of any Parcel to a Developer, Sub-developer or Builder or the submittal of a Development Application by a Developer, Sub-developer or Builder pursuant to an assignment from Property Owners.

1.2.23 **Development Unit** means either a commercial or residential use of property with respect to which an ERU calculation can be applied in accordance with this Agreement.

1.2.24 **Effective Date** means the date on which both Parties have executed this Agreement.

1.2.25 **Equivalent Residential Unit (ERU)** means the residential density allocated to: (a) any given Residential Unit when measured against a single-family dwelling unit, which measure shall be determined pursuant to Section 18.21.020.2.2(2) of the City's Vested Laws; and (b) commercial ERUs will be calculated as provided in Section 18.21.020.2.2(2) of the City's Vested Laws.

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

1.2.27 **Highway 40** means a "state highway" type transportation corridor maintained by the Utah Department of Transportation and referred to as U.S. Highway 40, as that route may be changed from time-to-time.

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

1.2.29 **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. §§ 11-36a-101, *et seq.* (2023), as amended.

1.2.30 **Infrastructure Plan** means the conceptual infrastructure plan, including culinary water, secondary water, storm water, sanitary sewer and private roads, as amended from time to time.

1.2.31 **Intended Uses** means the use of all or portions of the Project for open space, parks, trails and other uses permitted in the Zoning Ordinance, Design Guidelines and as shown on the Site Plan.

1.2.32 **Market Rate Units** means any non-Affordable Housing within the Project.

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

1.2.34 **Mortgage** means (1) any mortgage or deed of trust or other instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

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

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

1.2.37 **North Fields** means that certain real property located generally south of the Property and generally depicted on **Exhibit C** attached hereto.

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

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

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

1.2.41 **On-Site Retention/Detention** shall mean a storm drain facility that is provided on-site upon private property within the development to handle on-site or off-site storm drain requirements.

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

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

1.2.44 **Person** means any natural person, corporation, Limited Liability Company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

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

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

1.2.47 **Project** means the mixed-used Site Plan to be developed on the Property in accordance with this Agreement, including, without limitation, all associated public and private facilities, Intended Uses, Phases and all of the other aspects approved as part of this Agreement and the Site Plan.

1.2.48 **Property Owner or Property Owners** means KLJB, LLC and its successor and assign ADG, Baibach, LLC, and K&H Development Heber, LLC and any other successor-in-interest to any of the foregoing as an owner of the Property or any portion thereof, including but not limited to, Developers, Sub-developers and builders.

1.2.49 **Site Plan** refers to the Site Plan attached as **Exhibit B**, which Site Plans generally depict the development plan for the Property.

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

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

1.2.52 **System Improvement** means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code Ann. § 11-36a-102(21). System Improvements shall be defined as set out in the North Village Capital Facilities Plans and Master Plans.

1.2.53 **Zone** means the City’s North Village Overlay District Zone – North Village (NV) Sub-District.

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

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City’s Vested Laws and the City’s Future Laws as expressly set forth in this Agreement. **Zoning and Vested Rights.**

3.1 **Zoning.** Concurrently with its execution of this Agreement, the City has annexed the Project to the City and zoned the Property under the North Village Overlay District Zone as a North Village (NV) Sub-District.

3.2 **Vested Rights.** Subject to paragraphs 3.3 and 3.4, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, the City’s Vested Laws, and the zoning of the Property, except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2024).

3.3 **Compliance with City Requirements and Standards.** Developer and Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the Project, which are in place at the time of a complete and approved application, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this Agreement.

3.4 **Exceptions to Vested Rights.** The vested rights and the restrictions on the applicability of City’s Future Laws as specified in Section 3.1 are subject to the following exceptions:

3.4.1 **Agreed to Regulations.** City’s Future Laws or other regulations to which the Developer agrees in writing;

3.4.2 State and Federal Compliance. City's Future Laws or other regulations that are enacted or required to comply with State or Federal laws or regulations;

3.4.3 Development Review Processes. Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists that do not materially impact the Project or increase the overall cost of the Project;

3.4.4 Safety Codes. Any City's Future Laws that are updates or amendments to building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are enacted to meet legitimate concerns related to public health, safety or welfare;

3.4.5 Engineering Standards. Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes are not enacted as a means to reduce or limit the ability of Developer to develop the Project in accordance with the Site Plan and vested densities.

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

3.4.7 Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.4.8 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2024) et seq.;

3.4.9 Planning and Zoning Modifications. Changes by City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not reduce the Density Entitlements and do not materially and unreasonably increase the overall cost of the Project; or

3.4.10 Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah

4. **Development of the Property in Compliance with the Site Plan.**

4.1 **Project Density.** Property Owners shall be entitled to and are vested with the right to develop and construct up to 34 hotel ERUs, up to 211 Market Rate residential ERUs (split between for sale condos/townhomes and for rent multi-family), and up to 48 commercial ERUs (totaling not less than 100,000 square feet of commercial space) on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the “Density Entitlements”). Property Owners also have an obligation to provide 33 residential ERUs as Affordable Housing as detailed in Section 4.5 of this Agreement.

4.2 **Building Elevations and Design.** As part of the approval process, Property Owners have provided potential building elevations for the hotel, condominium, and townhome components of the Project, which multiple examples of elevations are attached hereto as Exhibit E. The building elevations and design standards must be consistent with NVOZ design guidelines and are to the standard of a four-star resort in Park City or Deer Valley. If Property Owners make material updates to the elevations or design standards, Property Owners must propose and obtain approval from the City Council.

4.3 **Transfer of Density for Eminent Domain.** If a portion of the Project is voluntarily or involuntarily transferred for public use, including, but not limited to, property taken by the Utah Department of Transportation as part of a road expansion project, Property Owner shall not be entitled to move density to other portions of the Project or amend the Site Plan to adjust for densities in areas acquired for public use.

4.4 **Intended Uses by Parcel and Densities.** Intended Uses and Densities for the Project are shown on the Site Plan for the Property. The general street configurations, building types and locations, and general layout for the Project shall comply with Site Plan. This includes the City’s acceptance of the following exceptions to NVOZ ordinances:

4.4.1 **Building Heights.** Property Owners shall be allowed to construct a hotel or condominium hotel as a principal anchor to their development that is no more than five stories with stories being measured in height consistent with the Heber City NVOZ zone “Mixed Use Building” provision of the code found at § 3.3 of Chapter 18.21 of the North Village Overlay District.

Property Owners shall also be allowed to construct townhomes, affordable housing, and commercial retail buildings at three stories consistent with the provisions of Heber City NVOZ zone code found at Chapter 18.21 of the North Village Overlay District. Property Owners shall be allowed to include

rooftop decks on the proposed townhomes without violating the building height requirements of Chapter 18.21.

4.4.2 Setbacks. Property Owners shall be permitted to construct residential townhomes with minimum side yard setbacks between building at five (5) feet per building, for a combined setback of ten (10) feet. To protect the natural riparian areas the rear yard setback at Rock Creek on the West side of the Property shall be thirty feet (30) feet from the property line. To provide a natural barrier from the residential property South of the Property the Property Owners shall provide a thirty-foot (30) foot buffer from the property line.

4.2.3 Contiguous Units. Property Owners shall be permitted to construct residential townhomes with up to eight (8) contiguous units.

4.2.4 Front Drives. Property Owners shall be permitted to build townhomes with front driveways, not alleys, on their private road(s).

4.5 **Parcel Sales**. The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the sale of a Parcel. City further acknowledges that Developer may adjust boundaries between existing metes and bounds parcels prior to recording a subdivision plat for the Project. City further acknowledges that Developer may adjust boundaries between existing metes and bounds parcels prior to recording a subdivision plat for the Project.

4.6 **Accounting for Density for Parcels Sold to Sub-developers**. In connection with the sale of any Parcel sold by Property Owners to a Developer or Sub-developer, Property Owners shall provide the City with a written document specifying the identity of the Person to whom the Parcel is sold, the allocation, if any, of any Development ERUs associated with such Parcel, and the Open Space requirements and/or obligations associated with such Parcel. In connection with the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Developer or Sub-developer, Property Owners shall provide the City Recorder with a development report (a "Development Report") identifying the Parcel(s) sold, the Residential Development ERU and/or other type of use or Development Unit allocated with the Parcel(s), the Development ERU remaining with Property Owners and any material effects of the sale on the Site Plan.

4.6.1 Return of Unused Density. If a Developer or Sub-developer cannot or does not utilize all of the Development ERU allocated to it in connection with the transfer of one or more Parcels at the time the Developer or Sub-developer receives approval for the final Development Application for such transferred Parcel(s), the unused Development ERU shall automatically

revert back to Property Owners. Such Development ERU shall be accounted for in any subsequent Development Report that Property Owners, or any of its successors in interest may be required to file with the City Recorder.

5. **Affordable Housing.**

5.1 **Affordable Housing Requirement.** Developer shall produce not less than 33 residential ERUs of Affordable Housing as a condition of the Project. Affordable Housing shall be sold or rented, as applicable, to individuals or families with an average income of Eighty percent (80%) or less of the area median income (AMI) in Wasatch County, Utah and the monthly cost shall not be more than Thirty percent (30%) of a household's income. Individual income limits for occupants of the Affordable Housing may be anywhere within the affordable housing AMI ranges, including up to 120% of AMI; however, the overall unit mix shall have an AMI averaged of no more than 80% AMI. Property Owners shall have no obligation to disperse the Affordable Housing throughout the Project but may consolidate the on-site Affordable Housing in one or more areas of the Project. Unless otherwise approved by the City Council, the Property Owner shall construct at least 11 residential ERUs on the Property (the "Onsite Affordable Housing Obligation"), which, for the avoidance of doubt, may be satisfied by the provision of workforce housing and Property Owners may enter into one or more master leases with local employers whereby local employers may lease a block of units to meet the housing needs of their qualifying employees. The Developer shall propose to the City one or more options to satisfy the remaining Affordable Housing unit obligation of 22 residential ERUs (the "Alternative Affordable Housing Obligation"), which may include additional on-site Affordable Housing, Off-Site Affordable Housing (in accordance with Section 5.3.1), a Land Donation (in accordance with Section 5.3.2), or a Fee-In-Lieu (in accordance with Section 5.3.3). The City may, in its sole discretion, accept the proposal of Developer to comply with the Alternative Affordable Housing Obligation or require Developer to pay a fee-in-lieu in accordance with Section 5.3.3. Developer and the City shall follow and comply with any deed restrictions as outlined in Chapter 18.102 of the City's Vested Laws. Property Owner's failure to comply with the Affordable Housing obligation pursuant to the terms of this Agreement shall constitute a material breach of this Agreement, and the City may pursue all available remedies to enforce compliance, including but not limited to legal and equitable relief.

5.2 **Timing.** At least 50% of the required Affordable Housing requirement shall be completed no later than the construction of the first 50% of the Market Rate units and all of the Alternative Affordable Housing Obligation satisfied by the no later than the construction of the first 75% of the Market Rate units.

5.3 **Potential Affordable Housing Alternatives.**

5.3.1 **Off-site Affordable Housing.** The Property Owners may propose to satisfy all or part of the Alternative Affordable Housing Obligation by construction of Affordable Housing off site on property owned by the City or another third party.

5.3.2 **Land Donation.** The Property Owners may propose to satisfy all or part of the Alternative Affordable Housing Obligation by donating, or causing another third party to donate, one or more parcels of unimproved land to the City for the purpose of constructing Affordable Housing. The value of any donated land shall be determined by either of the following: (a) if the donated land was acquired within three (3) years of the date of such donation, the aggregate price per acre paid for such donated land, or (b) as determined by written appraisal in accordance with Heber City Code 18.102.050(J)(3) conducted within six months of the proposed donation. The full value of any donated land shall be recognized as a fee in lieu of \$60,000.00 in value required per residential ERU, consistent with the terms of Section 4.5.5. The Parties must agree in writing to the terms of any land donation, including the specific parcel(s), selection of the valuation method above, and compliance with the requirements outlined in this Section.

5.3.3 **Fee in Lieu.** The Property Owners may at any time satisfy all or part of the Alternative Affordable Housing Obligation by paying a fee in lieu in the amount of \$60,000 per residential ERU. Beginning in January 2026, and continuing annually thereafter, this fee in lieu payment amount shall increase annually by the consumer price index amount, commonly known as “CPI.” Payment of the fee as adjusted by CPI over time shall be deemed sufficient to fulfill the relevant Alternative Affordable Housing Obligation without prejudice to any other rights or remedies available under this Agreement.

#### 5.4 **Additional Requirements.**

5.4.1 **Eligibility and Pricing.** For all on-site for rent affordable housing, a qualified third-party professional property management company shall manage the rental of all Affordable Housing. Eligibility for the affordable for-rent housing will be based on the AMI standards of for-rent affordable housing.

#### 5.4.2 **Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes.**

a. Prior to transfer of ownership from Developer/ Owner of any Affordable Housing, and only to the extent required under Chapter 18.102 of the City's Vested Laws, Developer/ Owner shall negotiate and enter into with the City a Deed Restrictions Covenant (which shall be recorded with the Wasatch County Recorder) that shall serve as a Covenant Running With

the Land to protect the affordability and sustainability of the Affordable Housing. Some of the terms of such a Covenant should include, but shall not be limited to the following:

1. The Covenant is to provide and articulate terms, conditions, and restrictions. The Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall run with the land, enforceable against the Owners; each Unit Owner, and each Unit Owner's successors interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property. In addition to the recording of this Covenant, Developer/Owner shall cause that any deed or plat map associated with any affordable housing properties or units shall reference said Covenant.

2. The City shall have the right to enforce the terms of such a Covenant. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Unit Owners against each other.

6. **Term.**

6.1 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of twenty years (20) years, or the day upon which the final certificate of occupancy is approved and granted, whichever first occurs (the “**Term**”), unless it is terminated in accordance with Section 26. If Property Owners commence construction on the commercial phase of the proposed development within five (5) years of the effective date, they shall be entitled to an automatic extension of the term for an additional five (5) years. This additional five (5) year extension shall be added to the original Term. Unless otherwise agreed between the Parties, Property Owner’s unbuilt vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by mutual agreement of the Parties. Upon termination of this Agreement for any reason, the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term shall remain vested rights in accordance with the terms and conditions of such approvals. Furthermore, any obligations of Developer related to any licenses, building permits, or certificates of occupancy shall continue in full force and effect.

7. **Approval Processes for Development Applications. Phasing.** The City acknowledges that Property Owners, Developers, and Sub-developers who have purchased Parcels of the Property may submit multiple applications from time to time to develop and/or construct portions of the Project in phases.

7.2 **UDOT Bypass.** The Utah Department of Transportation (UDOT) is currently in the process of developing a Heber Valley Corridor Environmental Impact Statement (EIS). As part of the EIS, UDOT has established five potential alternatives for a future bypass road. Two of the five alternatives established by UDOT, would potentially require UDOT to acquire some amount of the Property via eminent domain. Developer acknowledges the proposed bypass routes. Accordingly, Developer agrees to delay the receipt of any permits until April 1, 2025. To avoid doubt, the Parties acknowledge:

7.2.1 The City will still accept and process permit applications submitted by Developer on, or before April 1, 2025.

7.2.2 Developer's vested rights granted within this Agreement will not be impacted or in any way limited or impaired by any UDOT EIS report.

7.2.3 If UDOT selects a bypass route that impacts the Property the Property Owners will, in good faith, negotiate with UDOT regarding the condemnation of Property via eminent domain to facilitate the construction of the bypass road.

8. **Open Space, Improved Public Parks, and Trails Requirements. Development Timing: Open Space, Neighborhood Parks, and Trails.** For each Phase, neighborhood Parks and Trails shall be constructed and developed concurrently with the respective development within which said trails are located. Open space, parks and trails shall comply with the requirements of Heber City Code § 18.21.050 for the NV Sub-District, except that Property Owners shall provide not less than 20% of the total Project area within the Market Rate residential ERU area as Open Space; Property Owners must provide at least 20% of the overall Project area as Open Space; and Property Owners must provide 10% of the overall Project area as Traditional Park Space in accordance with Heber City Code Table 5.1(1)). In accordance with Utah Code § 10-9a-604(3)(d)(iv) and (4) (2024), the City may require completion assurance for any landscaping that is necessary to meet the open space or traditional park space requirements.

8.2 **Highway 40 Landscape Buffer.** Property Owners shall provide an open space buffer on the Project property of not less than 150 feet from the existing western boundary of Highway 40, measured from the edge of the paved roadway. Property Owners may construct portions of the Outer Loop Trail within the buffer area along with a split rail wood fence along the trail. Property Owners may also use portions of this area for stormwater retention, but must obtain approval from UDOT to ensure that any future improvements to Highway 40 are not limited or negatively impacted by stormwater retention within the buffer area.

8.3 **Outer Loop Trail.** Property Owners shall construct a public access multi-use trail along the perimeter of the Project as generally shown on the Site Plan. The trail shall be not less than 8 feet wide and shall include not less than 6 feet of hard surface.

8.4 **Ownership and Maintenance of Open Space or Trails.** All trails and open space shall be dedicated to and maintained by the Master Association for the development. All trails within the Project shall be open to public use unless the trail is utilized specifically to access a private residence.

8.5 **Sledding Hill and Plaza.** Property Owners have proposed constructing a sledding hill and plaza area, as generally shown on the Site Plan, that would be open to use for a reasonable fee by residents within the Project and the public. The sledding area and plaza shall count towards the required Traditional Park Space portion of the Open Space requirement and Open Space requirements generally. Property Owners acknowledge that the sledding hill and plaza are important characteristics to the approval of the Project, and if they elect not to construct the sledding hill or plaza area, Property Owners shall construct other public recreational amenities and public gathering places within the Project that are similar in cost and scope to the proposed sledding hill and plaza area.

8.6 **Park Impact Fees.** Property Owners acknowledge that all required park, trail and open space improvements within the Project are a condition of development approval and are project improvements pursuant to Utah Code § 11-36a-102(15). Property Owners may be required to pay parks, recreation, open space and trails impact fees for system improvements that benefit the Project as established in the City's impact fee analysis.

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

8.8 **North Fields Preservation.** Property Owners, for themselves and with respect to each subsequent Owner of the Property, agree that upon issuance of any building permit for residential or commercial ERUs, the Owner shall pay to the City a one-time fee equal to \$2,500 per ERU or such prorated amount on partial ERU attributable to such unit, as applicable (the "**North Fields Preservation Fee**"). The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including the acquisition of development rights or the use of other conservation related tools for

the preservation of open space. The City agrees that the North Fields Preservation Fee shall not be charged for Development Units constructed and operated as Affordable Housing.

9. **Public Improvements.** 9.1 **Utilities Provided by the North Village Special Service District (NVSSD) and the Jordanelle Special Service District (JSSD).** The Parties acknowledge that the Project is currently served by the NVSSD and the JSSD for sewer and water, including secondary water. It is the intent by both Parties that the NVSSD and the JSSD shall continue to serve the project for these utilities through such service districts as long as they have capacity and are capable of serving. The Developer shall provide Commitment Letters from JSSD and NVSSD for the plat and/or phase being served before final approval for that particular plat is granted. Water for phases and all amenities shall be dedicated up front. If at any time it is deemed unfeasible to have JSSD or NVSSD serve the Project, the Developer shall secure other service providers. The City shall not be liable or responsible to provide such services. However, if at any point City sewer and water, including secondary water is available in the area, the City agrees that Property Owner shall be able to obtain City services. Developers shall be required to comply with the JSSD and NVSSD water policies generally applicable to all NVSSD customers

9.2 **Streets.** At a minimum, all streets within the Project shall be improved to the Residential / Minor Collector standard as set forth in Heber City Code § 18.21.040.4.6. Notwithstanding this requirement, Property Owners may elect to construct a single multi-use path on one side of any street in lieu of the 5' sidewalks typically required on both sides of the street under Heber City Code § 18.21.040.4.6. Any such multi-use paths shall have a minimum of 6' of hard surface material. Additionally, Property Owners may elect to construct one or more private access drives to facilitate its residential development that do not meet public street standards. Property Owners shall be responsible to construct all streets, road accesses, and pedestrian paths within the Project. Unless accepted by the City, all streets and paths shall be private and shall be dedicated to the Master Association and shall be owned and maintained by the Master Association.

9.3 **Storm Water Improvements and Management.** The Parties acknowledge that the City has adopted a regional storm water master plan (the "**City Updated North Village Stormwater Master Plan**"). Property Owners shall be required to comply with the policies and standards of the North Village Stormwater Master Plan, as amended, and associated Stormwater Design Manual, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement. Property Owners acknowledge that compliance with North Village Stormwater Master Plan may require construction of off-site improvements as outlined in the City Updated North Village Storm Water Master Plan. Developer and Property Owner shall restore or replace the historic, natural drainage channels downstream of the existing irrigation canals, as outlined and contemplated in the above referenced Master Plan

**9.4 Storm Water Retention/Detention from Off-Site Sources.** The Parties acknowledge that Property Owners may provide On-Site Storm Water Retention/Detention on the Property for an adjacent development, which On-Site Storm Water Retention/Detention would be used to meet the adjacent development's storm water retention/detention requirements with the City. Property Owners acknowledge that the City has not evaluated the On-Site Retention/Detention; Property Owners must establish that they can meet all City requirements for the On-Site Retention/Detention, which may include groundwater modeling for the Project; and to the extent Property Owners are not able to meet the On-Site Retention/Detention based on the Site Plan, Property Owners may be required to reduce the densities or remove building shown on the Site Plan to meet the requirements.

**9.5 Utilities and On-Site Infrastructure.** Property Owners shall prepare an Infrastructure Plan (a/k/a Civil Drawings). The Parties acknowledge that there will be a Capital Facilities Plan for the Public Infrastructure approved and adopted by the City. The Property Owners shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in phases, the On-Site and Off-Site Infrastructure that is necessary to support the development proposed within a specific Development Application.

**9.6 Excess Improvements/Upsizing.** The Property Owners and City do not anticipate that Property Owners will be required to install any System Improvements or upsize any infrastructure. If the City does require the Property Owners to enlarge, increase or otherwise "upsized" or upgrade (collectively, the "Excess Improvements") the City agrees that it shall reimburse the applicable Property Owners from Impact Fees collected by the City for, or to the extent permissible under then-applicable law and as identified in the approved Capital Facilities Plan, costs incurred by the applicable Property Owners in the construction of Excess Improvements. Property Owners shall not be compensated for any "upsizing" of the Backbone Improvements that are not included as System Improvements in the approved Capital Facilities Plan.

**9.7. Variations between Infrastructure Plan, Capital Facilities Plan and any City's Future Capital Facilities Plan.** The Parties acknowledge that the City may adopt a new or amended Capital Facilities Plan. Additionally, the City may adopt new or amended Impact Fee ordinances as permitted by State Law for the collection of Impact Fees to pay for the construction of parts or all of the Backbone Improvements. The new Capital Facilities Plan shall in no way change any land uses or permitted uses of the Project; limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement and relevant sections of the Zoning Ordinance are satisfied. The Capital Facilities Plan and any future Capital Facilities Plan may differ from the Infrastructure Plan. As a

part of the approval of a Development Application, the City may require Property Owners to build portions of the Backbone Improvements as shown on the Capital Facilities Plan (after it is adopted) instead of as shown on the Infrastructure Plan. Notwithstanding the above, nothing herein obligates the City to pay for the minimum backbone infrastructure needed for the Project.

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

9.9 **Off-Site Connectivity.** All trails, canals, ditches and roads shall connect with existing and internal trails, canals, ditches and roads located immediately adjacent to the Project such that there is consistent, smooth linkage and connectivity with any and all municipal systems.

9.10 **Public Infrastructure District.** City understands that Property Owners may request a Public Infrastructure District ("PID") pursuant to Utah Code § 17D-4-101 et seq. for the Property. The City shall review and reasonably consider Property Owners' petition to create the PID as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project.

9.11. **CC&Rs.** As more fully set forth in the CC&Rs, Property Owners shall create and establish one or more Property Owners' Associations, which shall be responsible for the implementation and enforcement of the CC&Rs and the Design Guidelines, including but not limited to architectural reviews, water efficiency, wildfire education, open space, and private street and storm water system maintenance. The CC&Rs shall contain a provision that regulates the nightly rental of any residential unit located on the Property. It is anticipated that nightly rental of residential units within the development shall be through the Property's hotel and within the hotel's brand standards. Recordation of the CC&Rs and creation of such Property Owners' Associations shall be required at the time of Final Plat review and approval. The City shall not be responsible for the implementation and/or enforcement of any such CC&Rs and Design Guidelines.

## 10. **Fees & Bonding.**

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

10.2 **Bonding.** Property Owners, Developers or Sub-developers, as applicable, shall provide performance or warranty bonds, per the Heber City Code, for any on-site or off-site, publicly dedicated infrastructure or similar improvements for the Project (the “**Security**”), including, without limitation, roads, curb and gutter, storm drains, sewer, water, street lighting, signs, sidewalks, landscaping within public rights of way, public open space, public parks and trails.

11. **Construction Standards and Requirements.**

11.1 **Building Permits.** No buildings or other structures that require permits, shall be constructed within the Project without the Developer or Sub-developer first obtaining building permits in accordance with the City’s Vested Laws. Developers and Sub-developers may apply for and obtain a grading permit following Preliminary Site Plan approval if the Developers or Sub-developers, as applicable, have submitted and received approval of a site-grading plan and SWPPP and subject to a Land Disturbance Permit issued pursuant to Section 12 below.

11.2 **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, a Developer or Sub-developer shall, at their expense, secure, or cause to be secured, any and all permits which may be required by the City under the City’s Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developers Sub-developers in seeking to secure such permits from other governmental entities.

12. **Grading and On-Site Processing of Natural Materials.**

12.1 **On-Site Processing of Natural Materials.** Property Owners may use the natural materials located on the Project, including, without limitation, sand, gravel and rock, and subject to City’s Vested Laws, may process such natural materials into construction materials, including, without limitation, aggregate or topsoil, for use in the construction of On and Off-Site Infrastructure, commercial buildings, residential structures, or other buildings or improvements located in the Project and other locations outside the Project. Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Notwithstanding this provision, this does not permit the construction of any subdivision or site-specific improvements prior to the requisite Final Plat review

and approval for such improvements. Any such uses shall not be considered gravel pits.

12.2. **Future Transportation Plan.** The Parties acknowledge that the City is presently contemplating a future Updated North Village Transportation Plan (as finalized and adopted by the City) (the “**City Updated North Village Transportation Plan**”). Concurrent with Provision 4.1 above, Property Owners shall be required to comply with all future policies and standards of the North Village Transportation Plan, yet to be adopted, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement, including but not limited to the Engineering Review Letter. City agrees that it shall include the Project in any future plans for public transit connections associated with the North Village development area generally. As a NVOZ “Village Center”, this Project is a priority for public mass transit optionality.

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

14. **Default.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) calendar days following the receipt of written notice of such failure from the other party shall constitute a “**Default**” under this Agreement.

14.1 **Notice.** Any notice of default (“**Default Notice**”) shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.

14.2. **Cure.** Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the “**Cure Period**”). If more than 30 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence. City may, as reasonably necessary, withhold permits or approvals during any Cure Period.

14.3. **Developer’s Remedies Upon Default.** Developer’s sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City’s obligations under this Agreement. IN NO EVENT SHALL HEBER CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

14.4 **City’s Remedies Upon Default.** In addition to all other remedies available at law or in equity, City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer, until the Default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

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

**To the Property Owners:**

Angstrom Development Group  
Attn: Neil Goldman  
1225 Deer Valley Drive Suite 201  
Park City, UT 84060

**To the City:**

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

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

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

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

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

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

16. **Administrative Amendments.**

16.1 **Allowable Administrative Applications:** If allowed by Utah state law, the following modifications to this Agreement may be considered and approved by the Administrator.

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

16.1.2 **Design Guidelines.** Modifications of the Design Guidelines.

16.1.3 **Development Unit Allocations.** Any allocation of Development Unit densities to be made by Property Owners or their successors and assigns.

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

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

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

16.2.2 **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed twenty-one (21) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

16.2.3 **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 45-day period set forth in Section 16.2.2. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

16.2.4 **City Council Requirement of Modification Application Processing.** If the Council requires the proposed Administrative Amendment to be considered by the Council as a Modification Application, it shall, within two (2) business days after the first Council meeting following notification by the Administrator pursuant to Section 16.2.3 above, notify the Administrator that the Administrative Amendment must be processed as a Modification Application, and that the Council shall be the final determining body for any and all Modification Applications.

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

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

17.1 **Submissions of Modification Applications.** Only the City or Property Owners or an assignee of Property Owners, approved in writing by the City, and one that succeeds to all of the rights and obligations of Property Owners under this Agreement may submit a Modification Application.

17.2 **Modification Application Contents.** Modification Applications shall include:

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

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

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

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

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

17.3. **Mutual Cooperation in Processing Modification Applications.** Both the City and Applicants shall cooperate reasonably in promptly and fairly processing Modification Applications.

17.4 **Planning Commission Review of Modification Applications.**

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

17.4.2 **Recommendation.** The Planning Commission's vote on the Modification Application, if required by law, shall be only a recommendation.

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

17.6 **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written

determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this Agreement and/or the City's Vested Laws (or, only to the extent permissible under this Agreement, the City's Future Laws).

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

**17.8 Amendments by Property Owners.** Notwithstanding any other provision in this Agreement to the contrary, Property Owners may propose and if approved by the City, execute any amendment or other modification of this Agreement or the Site Plan, without the consent of any Property Owner provided that such amendments, modifications, land uses and density allocations: (a) are consistent with the requirements of the City's Vested Laws; and (b) shall not alter the ERU density allocated to such Property Owner identified in a duly executed Development Report or assignment from Property Owners or otherwise affect any development rights associated with such Property Owner's Development Property set forth in a property specific development agreement with the City pertaining to such Development Property or a recorded Subdivision Plat specific to such Development Property and no other portion of the Project. For avoidance of doubt, neither the City nor Property Owners shall be required to obtain the consent of any Property Owner or any subsequent owner of a portion of the Project in order to amend this Agreement pursuant to this Section 17.

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

19. **Entire Agreement.** Unless expressly provided herein, nothing in this Agreement shall be interpreted to conflict with, replace or waive any requirements, obligations, standards, duties, rights and enforcements afforded to the Parties, provided by and through the NVOZ Zone and Ordinance, and shall be interpreted and presumed by the Parties to be consistent, in harmony

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

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

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

22. **Assignability.**

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

22.1.1 Developer or Sub-developer shall assume in writing for the benefit of the City and Property Owners all of the obligations and liabilities of Property Owners hereunder with respect to the Development Property.

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

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

- (ii) process any Final Plats, site plans or Development Applications for the Development Property and/or propose any amendments, modifications or other alterations of any approved Final Plats, site plans, and/or Development Applications procured by Property Owners for the Development Property; or
- (iii) propose or oppose any amendments, modifications or other alterations to this Agreement.

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

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

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

24. **Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any Person that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any notice of default given to a Property Owner or

a Sub-developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Property Owner or a Sub-developer, as applicable, any notice of default or determination of noncompliance given to the Property Owner or such Sub-developer. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's notice. If such default or noncompliance is of a nature that it can only be cured or remedied by such a Mortgagee upon obtaining possession of the Property, then such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall within 90 days after obtaining possession cure or remedy such default or noncompliance. If such default or noncompliance cannot with diligence be cured or remedied within either such 90 -day period, then such Mortgagee shall have such additional time as may be reasonably necessary to cure or remedy such default or noncompliance if such Mortgagee commences such cure or remedy during such 90 -day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

25. **Termination.**

25.1 This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

- (i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.3;
- (ii) Completion of the Project in accordance with the Development Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Development Entitlements and this Agreement;
- (iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated for such dwelling or other structure upon the issuance by City of a certificate of occupancy therefore;
- (iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement,
- (v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement, or
- (vi) in the event that Developer or the project are in default, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this Agreement, and relevant State

and Federal Laws not fulfilled or are violated, after appropriate default notices and cure provisions of this Agreement.

**25.2 Notice of Termination.** City shall, upon written request made by Developer or Developer's successor(s) or assign(s) or any Owner to City's Planning Director, determine if the Agreement has terminated with respect to any parcel or lot at the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer or Developer's successor(s) or assign(s) or any Owner's request record a notice of termination that the Agreement has been terminated. The aforesaid notice may specify, and Developer or Developer's successor(s) or assign(s) and Owners agree, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of the Agreement as to any parcel or lot at the Property shall not affect Developer or Developer's successor(s) or assign(s) or any Owner's rights or obligations under any of the Development Entitlements and Subsequent Entitlements, including but not limited to, the General Plan, Specific Plan, Zoning Ordinance and all other City policies, regulations, and ordinances applicable to the Project at the Property. City may charge a reasonable fee for the preparation and recordation of any notice(s) of termination requested by Developer or Developer's successor(s) or assign(s) or any Owner.

**25.3 Partial Termination.** In the event of a termination of this Agreement with respect of any portion of the Property, any then-existing rights and obligations of the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of the Default Paragraph 14, the expiration or termination of this Agreement shall not result in any expiration or termination of any Entitlement then in existence, without further action of City.

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

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

out of action or inactions of Developer, except where such claims, liability costs, fines, penalties and charges are due to the actions of the City or its elected or appointed boards, officers, agents, employees or consultants.

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

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

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

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

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

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

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

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

36. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, **Exhibit D**, shall not be recorded. A secure copy of **Exhibit D** shall be filed with the City Recorder and each Party shall also have an identical copy. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of Property Owners hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

37. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to City Policy. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

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

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

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

41. **Waiver of Rights Under Utah Code Section 10-9a-532.** The Parties have been represented by an attorney throughout this process. Developer acknowledges that this Agreement

does not restrict any of Developer's rights under clearly established state law or that Developer has been advised in writing of any such rights being restricted. As an essential term of this Agreement, Developer hereby waives any claim that any term of this Agreement is void, illegal, invalid, or unenforceable as the result of any failure on the City's part to disclose in writing any rights being restricted by this Agreement.

[Signatures appear on the following two pages.]

DRAFT

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

PROPERTY OWNERS:

**KLJB, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH )

:\$.

CITY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the Manager of KLJB, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

**Baibach, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH )  
 :§.  
CITY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the Manager of Baibach, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

**K&H Development Heber, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH )  
 :§.  
CITY OF SALT LAKE )

On the \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the K&H Development Heber, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

CITY

**Heber City**

By: \_\_\_\_\_  
Heidi Franco, Mayor

Approved as to form and legality:

City Attorney

By: \_\_\_\_\_

Attest:

City Recorder

By: \_\_\_\_\_

DRAFT

## EXHIBIT A

### TO DEVELOPMENT AGREEMENT FOR HARVEST VILLAGE MIXED USE RESIDENTIAL DEVELOPMENT

#### **Legal Description**

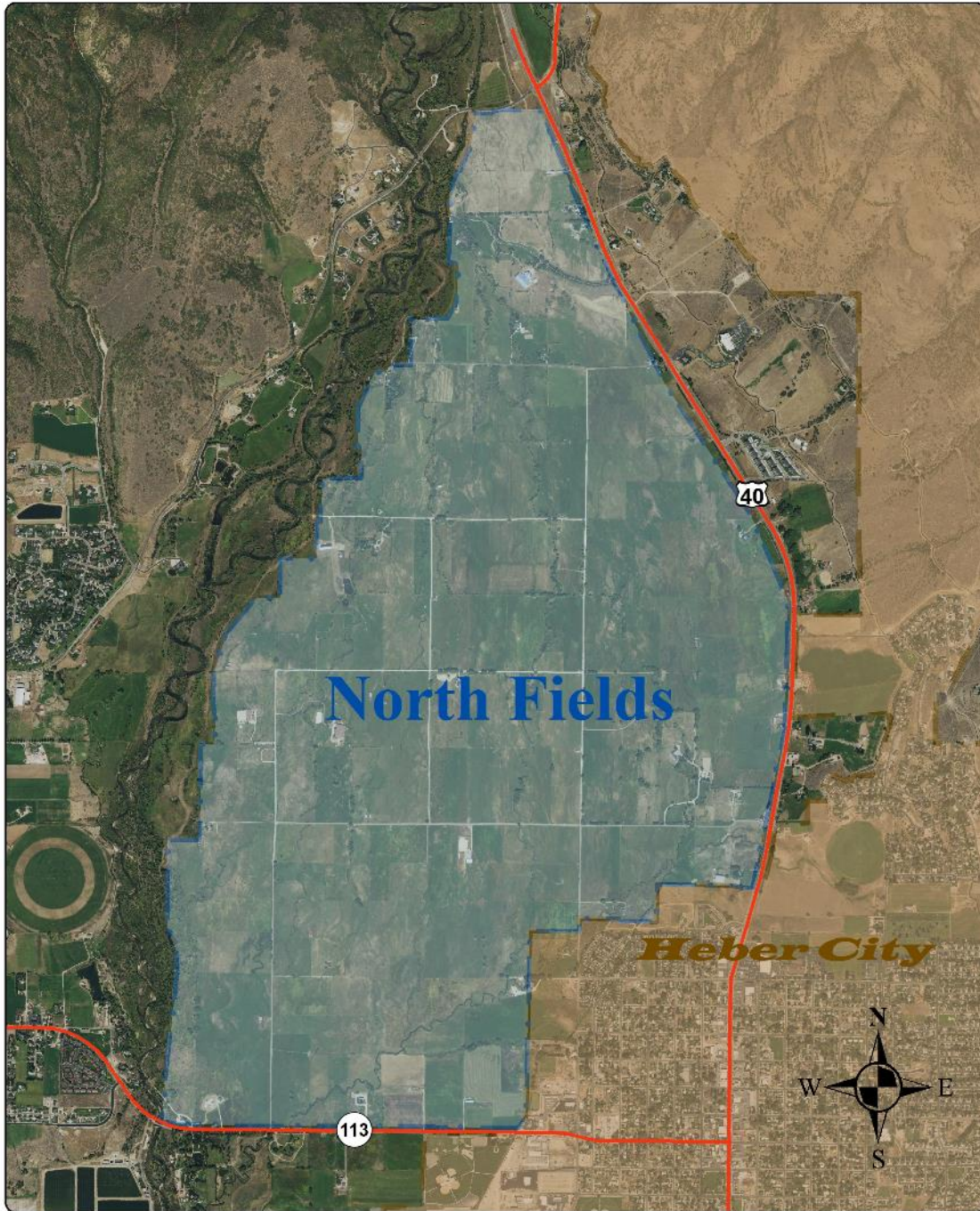
BEGINNING AT A POINT LOCATED NORTH 00°30'00" WEST ALONG THE SECTION LINE 132.85 FEET AND WEST 654.07 FEET FROM THE FOUND WASATCH COUNTY ALUMINUM CAP MARKING EH EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 32°00'23" WEST 1201.64 FEET TO THE HEBER CITY BOUNDARY AS SHOWN ON THE NORTH VILLAGE ANNEXATION PLAT; THENCE ALONG SAID HEBER CITY BOUNDARY AND THE NORTH VILLAGE ANNEXATION PLAT THE FOLLOWING 22 (TWENTY TWO) CALLS: 1. NORTH 42°02'19" EAST 253.96 FEET, 2. NORTH 89°51'56" EAST 493.00 FEET, 3. SOUTH 42°15'26" EAST 71.50 FEET, 4. ALONG THE ARC OF A 463.93 FOOT RADIUS CURVE TO THE LEFT 66.76 FEET (CHORD BEARS SOUTH 46°22'46" EAST 66.70 FEET), 5. SOUTH 50°30'06" EAST 70.63 FEET, 6. ALONG THE ARC OF A 226.74 FOOT RADIUS CURVE TO THE RIGHT 97.65 FEET (CHORD BEARS SOUTH 38°09'48" EAST 96.90 FEET), 7. SOUTH 25°49'31" EAST 80.79 FEET, 8. ALONG THE ARC OF A 234.73 FOOT RADIUS CURVE TO THE LEFT 109.51 FEET (CHORD BEARS SOUTH 39°11'26" EAST 108.52 FEET), 9. SOUTH 52°33'20" EAST 46.06 FEET, 10. ALONG THE ARC OF A 95.72 FOOT RADIUS CURVE TO THE RIGHT 27.55 FEET (CHORD BEARS SOUTH 44°18'34" EAST 27.46 FEET), 11. SOUTH 36°03'49" EAST 17.11 FEET, 12. ALONG THE ARC OF A 84.88 FOOT RADIUS CURVE TO THE LEFT 74.84 FEET (CHORD BEARS SOUTH 61°19'17" EAST 72.44 FEET), 13. SOUTH 86°34'45" EAST 55.03 FEET, 14. ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT 41.05 FEET (CHORD BEARS SOUTH 69°46'38" EAST 40.47 FEET), 15. NORTH 39°00'43" EAST 134.19 FEET, 16. SOUTH 00°28'04" EAST 215.78 FEET, 17. SOUTH 22°22'27" WEST 568.62 FEET, 18. NORTH 50°59'17" WEST 229.73 FEET, 19. ALONG THE ARC OF A 138.00 FOOT RADIUS CURVE TO THE LEFT 109.61 FEET (CHORD BEARS SOUTH 61°40'19" WEST 106.75 FEET), 20. SOUTH 39°00'43" WEST 127.93 FEET, 21. ALONG THE ARC OF A 248.00 FOOT RADIUS CURVE TO THE RIGHT 39.75 FEET (CHORD BEARS SOUTH 43°36'15" WEST 39.71 FEET), AND 22. SOUTH 48°11'46" WEST 70.25 FEET TO THE POINT OF BEGINNING. AREA = **20.35 ACRES**

**EXHIBIT B**  
**TO DEVELOPMENT AGREEMENT FOR HARVEST VILLAGE MIXED USE**  
**RESIDENTIAL DEVELOPMENT**  
**Site Plan**



The Site Plan does not constitute a final or binding representation of the proposed development or its components. Nevertheless, Property Owners agree to no more than 140 townhome units, a hotel (which may include condominium units), and a minimum of 100,000 square feet of commercial in a centralized plaza, and affordable housing in the Southeastern section of the parcel.

**EXHIBIT C**  
**TO DEVELOPMENT AGREEMENT FOR HARVEST VILLAGE MIXED USE**  
**RESIDENTIAL DEVELOPMENT**  
**North Fields**



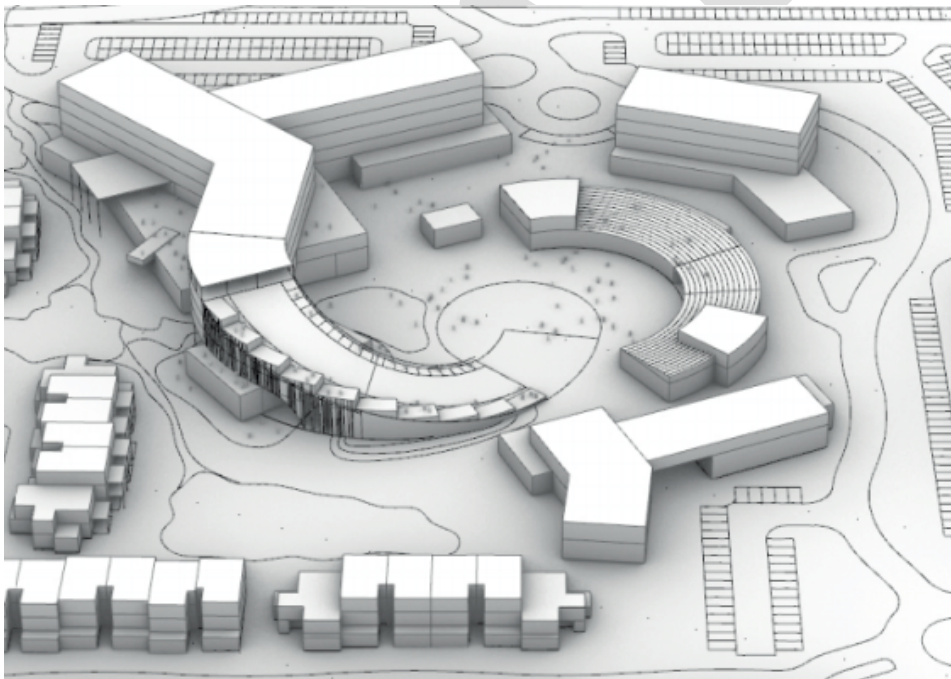
**EXHIBIT D**  
TO DEVELOPMENT AGREEMENT FOR HARVEST VILLAGE MIXED USE  
RESIDENTIAL DEVELOPMENT

**City's Vested Laws**

For the City's Vested Laws, reference the North Village Overlay Zone (NVOZ), adopted by the City Council of Heber City, Utah, in Chapter 18.81 of Heber Municipal Code on March 16, 2021.

DRAFT

**EXHIBIT E**  
**TO DEVELOPMENT AGREEMENT FOR HARVEST VILLAGE MIXED USE**  
**RESIDENTIAL DEVELOPMENT**

























**WHEN RECORDED, RETURN TO:**

Heber City  
Attention: City Recorder  
75 North Main Street  
Heber City, Utah 84032

Tax Parcel Nos.: 00-0020-4584, 00-0007-7458,  
00-0007-7664, 00-0007-7623, & 00-0007-7730

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(Space above for Recorder's use only.)

**DEVELOPMENT AGREEMENT  
FOR THE  
NORTH VILLAGE CROSSINGS**

THIS DEVELOPMENT AGREEMENT FOR THE NORTH VILLAGE CROSSINGS (this "**Agreement**") is made and entered into as of the 7<sup>th</sup> day of January 2025, by and between HEBER CITY, a political subdivision of the State of Utah (the "**City**"), and NORTH VILLAGE DEVELOPMENT LLC, a Utah limited liability company ("**NVD**"). Each of NVD and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

A. NVD is the owner of approximately 56.39 acres of undeveloped real property located on the Southeast intersection of Hwy 40 and River Road (Parcel Nos. 00-0020-4584 (12.89 acres); 00-0007-7458 (3.85 acres); 00-0007-7664 (28.73 acres); 00-0007-7623 (4.02 acres); 00-0007-7730 (6.9 acres)) in Wasatch County, State of Utah (the "**Property**"). A legal description of the Property is attached hereto as **Exhibit A**.

B. In conjunction with the approval of this Agreement, the City approved and adopted a Site Plan for the Project (the "**Site Plan**"), subject to the Parties entering into this Agreement.

C. The Site Plan for the Property provides for a mixed-use development, including open space uses. All such uses shall be consistent with the permitted uses in the North Village Overlay Zone ("**NVOZ**") as North Village (NV) Sub-District or as outlined within this Agreement.

D. This Agreement and the Site Plan meets the intent of, complies with, and is guided by, the Envision 2050 Heber General Plan.

E. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of NVD and its successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a mixed-use project in

accordance with the terms hereof, and to establish the rights and responsibilities of the City to annex the Property into the boundaries of Heber City and to authorize and regulate such development pursuant to the requirements of this Agreement.

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

## TERMS

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

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

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

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2024), as amended.

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 16.

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

1.2.4 **Affordable Housing** means a dwelling unit that will be offered to low-income households pursuant to Section 5.

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

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

1.2.7 **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Property and not merely a part of the development of any particular Subdivision. Backbone Improvements are generally considered to be in the nature of “System Improvements,” as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2024).

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

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

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

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

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

1.2.13 **City Updated North Village Street Master Plan** shall mean the City's Street Master Plan and Street Capital Facilities Plan.

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

1.2.15 **City's Vested Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date, including the Envision 2050 Heber General Plan.

1.2.16 **Collector Road** means the collector road shown on the Site Plan. The width and configuration of the Collector Road shall comply with Site Plan, except that City may require the Collector Road to be modified or expanded, in accordance with the City's ordinances, at the intersections of Highway 40 and State Road 32 if the traffic study for the Project establishes that turn lanes or other modifications are required at those intersections.

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

1.2.18 **Default** shall have the meaning provided in Section 14.

1.2.19 **Design Guidelines** means the design guidelines referenced in the North Village Overlay Zone.

1.2.20 **Developer** shall have the meaning provided in Section 22.

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

1.2.22 **Development Property** shall have the meaning provided in Section 22.1.

1.2.23 **Development Report** means a report containing the information specified in Section 4.6 submitted to the City by NVD or any successor for the sale of any Parcel to a Developer, Sub-developer or Builder or the submittal of a Development Application by a Developer, Sub-developer or Builder pursuant to an assignment from NVD.

1.2.24 **Development Unit** means either a commercial or residential use of property with respect to which an ERU calculation can be applied in accordance with this Agreement.

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

1.2.26 **Equivalent Residential Unit (ERU)** means the residential density allocated to: (a) any given Residential Unit when measured against a single-family dwelling unit, which measure shall be determined pursuant to Section 18.21.020.2.2 of the City's Vested Laws; and (b) commercial ERUs will be calculated as provided in Section 18.21.020.2.2 of the City's Vested Laws. A copy of Section 18.21.020.2.2 of the City's Vested Laws is attached hereto as **Exhibit E**.

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

1.2.28 **Highway 40** means a "state highway" type transportation corridor maintained by the Utah Department of Transportation and referred to as U.S. Highway 40, as that route may be changed from time-to-time.

1.2.29 **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. §§ 11-36a-101, *et seq.* (2023), as amended.

1.2.30 **Infrastructure Plan** means the conceptual infrastructure plan, including culinary water, secondary water, storm water, sanitary sewer and private roads, as amended from time to time.

1.2.31 **Intended Uses** means the use of all or portions of the Project for open space, parks, trails and other uses permitted in the Zoning Ordinance, Design Guidelines and as shown on the Site Plan.

1.2.32 **Market Rate Units** means any non-Affordable Housing within the Project.

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

1.2.34 **Mortgage** means (1) any mortgage or deed of trust or other instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

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

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

1.2.37 **North Fields** means that certain real property generally depicted on **Exhibit C** attached hereto.

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

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

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

1.2.41 **On-Site Retention/Detention** shall mean a storm drain facility that is provided on the Property or neighboring property to handle on-site or off-site storm drain requirements.

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

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

1.2.44 **Person** means any natural person, corporation, Limited Liability Company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

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

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

1.2.47 **Project** means the mixed-used Site Plan to be developed on the Property in accordance with this Agreement, including, without limitation, all associated public and private facilities, Intended Uses, Phases and all of the other aspects approved as part of this Agreement and the Site Plan.

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

1.2.49 **Property Owners' Association(s)** means one or more associations or other entities (including a public infrastructure district or other financing district) formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.50 **Site Plan** means the Site Plan attached as **Exhibit B**.

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

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

1.2.53 **System Improvement** means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code Ann. § 11-36a-102(21). System Improvements shall be defined as set out in the North Village Capital Facilities Plans and Master Plans.

1.2.54 **Zone** means the City’s North Village Overlay District Zone - – North Village (NV) Sub-District.

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

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City’s Vested Laws and the City’s Future Laws as expressly set forth in this Agreement. **Zoning and Vested Rights.**

3.1 **Zoning.** Concurrently with its execution of this Agreement, the City has annexed the Project to the City and zoned the Property under the North Village Overlay District Zone as a North Village (NV) Sub-District.

3.2 **Vesting of Site Plan.** It is the intent of the Parties that NVD shall be both entitled to and required to develop the Project in accordance with the following elements shown on the Site Plan: (1) general street configurations and sizes, (2) building locations and uses, (3) building heights, (4) park and open space locations, and (5) maximum retaining wall heights and locations. Except as specifically set forth herein, if there is a conflict between the Site Plan and the City’s Vested Laws or the City’s Future Laws, the Site Plan shall supersede and take precedence.

3.3 **General Vested Rights.** Subject to paragraphs 3.3 and 3.4, and except as specifically provided herein, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, the City’s Vested Laws, and the zoning of the Property. The Parties specifically intend that this Agreement grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2024).

3.4 **Compliance with City Requirements and Standards.** Developer and Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats for the Project, which are in place at the time of

a complete and approved application, including the payment of unpaid fees, the approval of subdivision plats, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this Agreement. **Exceptions to Vested Rights.** The vested rights and the restrictions on the applicability of City's Future Laws as specified in Section 3.3 are subject to the following exceptions:

3.5.1 Agreed to Regulations. City's Future Laws or other regulations to which the Developer agrees in writing;

3.5.2 State and Federal Compliance. City's Future Laws or other regulations that are enacted or required to comply with State or Federal laws or regulations;

3.5.3 Development Review Processes. Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists that do not materially impact the ability of Developer to develop the Project in accordance with the Site Plan or the overall cost of the Project;

3.5.4 Safety Codes. Any City's Future Laws that are updates or amendments to building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are enacted to meet legitimate concerns related to public health, safety or welfare;

3.5.5 Engineering Standards. Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes do not materially impact the ability of Developer to develop the Project in accordance with the Site Plan and are not enacted as a means to reduce or limit the ability of Developer to develop the Project in accordance with the Site Plan and vested densities.

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

3.5.7 Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.5.8 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2024) et seq.;

3.5.9 Planning and Zoning Modifications. Changes by City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not reduce the Density Entitlements and do not materially and unreasonably increase the overall cost of the Project; or

3.5.10 Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii)(A) (2024).

4. **Development of the Property in Compliance with the Site Plan. Project Density.** Property Owners shall be entitled to and are vested with the right to develop and construct up to 60 hotel ERUs, up to 311 residential ERUs (for Market Rate Units), and up to 5 commercial ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the "Density Entitlements"). Property Owners shall also provide a minimum of 37.6 residential ERUs of Affordable Housing in accordance with Section 5 of this Agreement. **Building Elevations and Design.** As part of the approval process, Property Owner has provided potential building elevations for the hotel and condominium portions of the Project, which elevations are attached hereto as Exhibit F. The building elevations and design standards must be similar in materials and appearance to the proposed elevations, or Property Owner must propose and obtain approval from the City Council for building elevations that are consistent with the NVOZ design guidelines.

4.3 **Gas Station Design.** It is the intent of the Parties that the building and canopy design and lighting for the gas station shall be designed to reduce the visual impact of the gas station and create a gas station that matches the mountain modern design of the Project. Accordingly, the gas station must be similar in architectural design and building materials as the neighboring hotel or condominiums. No signage or lighting is allowed on the canopy except downlighting that complies with the City's lighting and dark sky ordinance. The canopy, including the underneath of the canopy and posts, must be a neutral natural (not white) or dark color to blend with the building. Wood or imitation wood material on canopy roof and posts is preferred. The building must be solid neutral colors with a mix of natural rock or brick. Park strips must be fully landscaped with a mix of trees, wood chips, shrubs or grass. All building signage must comply with the City's sign code.

4.4 **Intended Uses by Parcel and Densities.** Intended Uses and Densities for the Project are shown on the Site Plan for the Property. This includes the City's acceptance of the following exceptions to NVOZ ordinances, which exceptions

shall be considered Vested Rights:

**4.4.1 Building Heights.** The Property Owners shall be permitted to construct buildings within the Project to the maximum height of (i) five (5) stories from final grade (not natural grade), excluding any underground parking, or (ii) seventy (70) feet; provided that Building 15 shown on the Site Plan shall not exceed (y) four (4) stories from final grade (not natural grade), excluding any underground parking, or (z) sixty (60) feet from final grade (not natural grade), each as more particularly set forth on the Site Plan.

**4.4.2 Setbacks.** The Property Owners shall be permitted to construct buildings in the Project with a minimum fifteen foot (15') front setback.

**4.4.3 Slopes.** The Property Owners shall be permitted to construct residential and commercial structures in areas with natural slopes greater than thirty percent (30%) so long as the Property Owners reasonably demonstrates to City staff, through soil testing or other means, that the stability of such slopes is reasonably sufficient in its natural or proposed condition or would be reasonably sufficient following the implementation of any needed reinforcement measures for support.

**4.4.4 Retaining Walls.** The Property Owners shall not be required to erect retaining walls or similar structures in areas in which such walls and/or structures would be required under City's Vested Laws or City's Future Laws if the Property Owners reasonably demonstrates to City staff, through soil testing or other means, that the applicable soil is sufficiently stable; provided that, and except as set forth on the Site Plan, if any retaining walls or similar structures are required as a result of insufficient stability of the soil, then the Property Owners shall be permitted to erect vertical retaining walls and similar structures up to a total maximum height of forty-five feet (45') so long as such vertical retaining walls are no more than ten feet (10') tall with a minimum step back to the next wall of four feet (4'), as more particularly set forth on the Site Plan; provided that, the Property Owner may erect up to a thirty foot (30') vertical retaining wall without any step back on the rear of Building 6 if soil testing reveals that step backs are not feasible. Any retaining walls for the Project may be constructed using stamped concrete or other materials that blend into the surrounding environment.

**4.4.5 Height Variations.** The Property Owner shall not be required to construct the buildings in the Project to vary in height.

**4.5 Accounting for Density for Parcels Sold to Sub-developers.** In connection with the sale of any Parcel sold by NVD to a Developer or Sub-developer, NVD shall provide the City with a written document specifying the identity of the Person to whom the Parcel is sold, the allocation, if any, of any

Development ERUs associated with such Parcel, and the open space requirements and/or obligations associated with such Parcel. In connection with the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Developer or Sub-developer, NVD shall provide the City Recorder with a development report (a “Development Report”) identifying the Parcel(s) sold, the Residential Development ERU and/or other type of use or Development Unit allocated with the Parcel(s), the Development ERU remaining with NVD and any material effects of the sale on the Site Plan. Return of Unused Density. If a Developer or Sub-developer cannot or does not utilize all of the Development ERU allocated to it in connection with the transfer of one or more Parcels at the time the Developer or Sub-developer receives approval for the final Development Application for such transferred Parcel(s), the unused Development ERU shall automatically revert back to NVD. Such Development ERU shall be accounted for in any subsequent Development Report that NVD, or any of its successors in interest may be required to file with the City Recorder.

5. **Affordable Housing.**

5.1 **Affordable Housing Requirement.** Developer shall provide not less than 37.6 residential ERUs of Affordable Housing as a condition of the Project. Affordable Housing shall be sold or rented, as applicable, to individuals or families with an average income of Eighty percent (80%) or less of the area median income (AMI) in Wasatch County, Utah and the monthly cost shall not be more than Thirty percent (30%) of a household's income. Individual income limits for occupants of the Affordable Housing may be anywhere within the affordable housing AMI ranges, including up to 120% of AMI; however, the overall unit mix shall have an AMI averaged of no more than 80% AMI. Property Owners shall have no obligation to disperse the Affordable Housing throughout the Project but may consolidate the on-site Affordable Housing in one or more areas of the Project. Unless otherwise approved by the City Council, the Property Owner shall construct at least 12.5 residential ERUs on the Property (the “Onsite Affordable Housing Obligation”), which, for the avoidance of doubt, may be satisfied by the provision of workforce housing and Property Owners may enter into one or more master leases with local employers whereby local employers may lease a block of units to meet the housing needs of their qualifying employees. The Developer shall propose to the City one or more options to satisfy the remaining Affordable Housing unit obligation of 25.1 residential ERUs (the "Alternative Affordable Housing Obligation"), which may include additional on-site Affordable Housing, off-site Affordable Housing (in accordance with Section 5.3.1) or a Land Donation (in accordance with Section 5.3.2). The City may, in its sole discretion, accept the proposal of Developer to comply with the Alternative Affordable Housing Obligation or require Developer to pay a fee-in-lieu in accordance with Section 5.3.3. Developer and the City shall follow and comply with any deed restrictions as outlined in Chapter 18.102 of the City's Vested Laws. Property Owner's failure to comply with the Affordable Housing

obligation pursuant to the terms of this Agreement shall constitute a material breach of this Agreement, and the City may pursue all available remedies to enforce compliance, including but not limited to legal and equitable relief.

**5.2 Timing.** At least 50% of the required Affordable Housing requirement shall be completed no later than the construction of the first 50% of the Market Rate Units and all of the Alternative Affordable Housing Obligation satisfied by the no later than the construction of the first 75% of the Market Rate Units.

### **5.3 Potential Affordable Housing Alternatives.**

**5.3.1 Off-site Affordable Housing.** The Property Owners may propose to satisfy all or part of the Alternative Affordable Housing Obligation by construction of Affordable Housing off site on property owned by the City or another third party.

**5.3.2 Land Donation.** The Property Owners may propose to satisfy all or part of the Alternative Affordable Housing Obligation by donating, or causing another third party to donate, one or more parcels of unimproved land to the City for the purpose of constructing Affordable Housing. The value of any donated land shall be determined by either of the following: (a) if the donated land was acquired within three (3) years of the date of such donation, the aggregate price per acre paid for such donated land, or (b) as determined by written appraisal in accordance with Heber City Code 18.102.050(J)(3) conducted within six months of the proposed donation. The full value of any donated land shall be recognized as a fee in lieu of \$60,000.00 in value required per residential ERU, consistent with the terms of Section 5.3.3. The Parties must agree in writing to the terms of any land donation, including the specific parcel(s), selection of the valuation method above, and compliance with the requirements outlined in this Section.

**5.3.1 5.3.3 Fee in Lieu.** The Property Owners may propose to satisfy all or part of the Alternative Affordable Housing Obligation by paying a fee in lieu in the amount of \$60,000 per residential ERU. Beginning in January 2026, and continuing annually thereafter, this fee in lieu payment amount shall increase annually by the consumer price index amount, commonly known as "CPI." Payment of the fee, as adjusted by CPI over time, shall be deemed sufficient to fulfill the relevant Alternative Affordable Housing Obligation without prejudice to any other rights or remedies available under this Agreement.

### **5.4 Additional Requirement.**

**5.4.1 Eligibility and Pricing.** For all on-site for rent affordable housing, a qualified third-party professional property management company shall

manage the rental of all Affordable Housing. Eligibility for the affordable for-rent housing will be based on the AMI standards of for-rent affordable housing.

**5.4.2 Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes.** Prior to transfer of ownership from Developer/ Owner of any Affordable Housing, and only to the extent required under Chapter 18.102 of the City's Vested Laws, Developer/ Owner shall negotiate and enter into with the City a Deed Restrictions Covenant (which shall be recorded with the Wasatch County Recorder) that shall serve as a Covenant Running With the Land to protect the affordability and sustainability of the Affordable Housing. Some of the terms of such a Covenant should include, but shall not be limited to the following:

5.4.2.1. The Covenant is to provide and articulate terms, conditions, and restrictions. The Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall run with the land, enforceable against the Owners; each Unit Owner, and each Unit Owner's successors interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property. In addition to the recording of this Covenant, Developer/Owner shall cause that any deed or plat map associated with any affordable housing properties or units shall reference said Covenant.

5.4.2.2. The City shall have the right to enforce the terms of such a Covenant. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Unit Owners against each other.

**5.4.3. Building Permit Fee Waiver.** Property Owners may request a waiver of building permit fees for the construction of Affordable Housing in accordance with the City's Vested Laws.

6. **Term.**

6.1 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of twenty-five (25) years, or the day upon which the final certificate of occupancy is approved and granted, whichever first occurs (the “**Term**”), unless it is terminated in accordance with Section 26. Unless otherwise agreed between the Parties, NVD’s vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by mutual agreement of the Parties. Upon termination of this Agreement for any reason, the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term shall remain vested rights in accordance with the terms and conditions of such approvals. Furthermore, any obligations of Developer related to any licenses, building permits, or certificates of occupancy shall continue in full force and effect. **Approval Processes for Development Applications. Phasing.** The City acknowledges that NVD, Developers, and Sub-developers who have purchased Parcels of the Property will submit multiple applications from time to time to develop and/or construct portions of the Project in phases, as generally described in the Site Plan.

7.2 **Timing of Collector Road Construction.** Prior to issuance of any building permits for each phase of the Project, as shown on the Phasing Plan attached hereto as **Exhibit D**, NVD shall complete or post completion assurance in accordance with Utah Code § 10-9a-604 (2024) for the construction of the portion of the Collector Road within that phase.

8. **Open Space, Improved Public Parks, and Trails Requirements. Development Timing: Open Space, Neighborhood Parks, and Trails.** For each Phase, neighborhood Parks and Trails shall be constructed and developed concurrently with the respective development within which said trails are located. Open space, parks and trails shall comply with the requirements of Heber City Code § 18.21.050 for the NV Sub-District, except that NVD shall provide not less than 10% of the total Project area as Open Space and NVD must provide 10% of the overall Project area as Traditional Park Space in accordance with Heber City Code Table 5.1(1)). In accordance with Utah Code § 10-9a-604(3)(d)(iv) and (4) (2024), the City may require completion assurance for any landscaping that is necessary to meet the open space or traditional park space requirements.

8.2 **Dedication of Open Space or Trails.** All trails, open space and park space within the Project shall be dedicated to and maintained by the Homeowner’s Association.

8.3 **Park Improvements and Design.** The Site Plan includes one neighborhood park (the “Neighborhood Park”), which is located in Phase 2 of the Project. The Neighborhood Park shall be fully landscaped with a mix of commercial playground equipment and recreational amenities. Prior to issuance of any building permits for the residential ERU’s, NVD shall submit a park plan to the City for approval.

8.4 **Park Impact Fees.** Property Owners acknowledge that all required park, trail and open space improvements within the Project are a condition of development approval and are project improvements pursuant to Utah Code § 11-36a-102(15). Property Owners may be required to pay parks, recreation, open space and trails impact fees for system improvements that benefit the Project as established in the City’s impact fee analysis.

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

8.6 **North Fields Preservation.** Property Owners, for themselves and with respect to each subsequent Owner of the Property, agree that upon issuance of any building permit for residential or commercial ERUs, the Property Owner shall pay to the City a one-time fee equal to \$2,500 per ERU or such prorated amount on partial ERU attributable to such unit, as applicable (the “**North Fields Preservation Fee**”). The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including the acquisition of development rights or the use of other conservation related tools for the preservation of open space. The City agrees that the North Fields Preservation Fee shall not be charged for Development Units constructed and operated as Affordable Housing.

9. **Public Improvements.**9.1 **Utilities Provided by the North Village Special Service District (NVSSD) and the Jordanelle Special Service District (JSSD).** The Parties acknowledge that the Project is currently served by the NVSSD and the JSSD for sewer and water, including secondary water. It is the intent by both Parties that the NVSSD and the JSSD shall continue to serve the project for these utilities through such service districts as long as they have capacity and are capable of serving. The Developer shall provide Commitment Letters from JSSD and NVSSD for the plat and/or phase being served before final approval for that particular plat is granted. Water for phases and all amenities shall be dedicated up front. If at any time it is deemed unfeasible to have JSSD or NVSSD serve the Project, the Developer shall secure other service providers. The City shall not be liable or responsible to provide such services. However, if at any point City sewer and water, including secondary water is available in the area, the City agrees that Property Owner shall be able to obtain City services. Developers shall be required to comply with the JSSD and NVSSD water policies generally applicable to all NVSSD customers.9.2 **Streets.** Unless otherwise designated on the Site Plan, all streets within the Project shall be improved to the Residential / Minor Collector standard as set forth in Heber City Code § 18.21.040.4.6. Property Owners shall be responsible to construct all streets and road accesses to the Project as shown on the Site Plan. Unless accepted by the City, all streets shall

be dedicated to the Homeowners Association and shall be owned and maintained by the Homeowner's Association.

9.3. **Storm Water Improvements and Management.** The Parties acknowledge that the City has adopted a regional storm water master plan (as finalized and adopted by the City, the "**City Updated North Village Stormwater Master Plan**"). Property Owners shall be required to comply with the policies and standards of the North Village Stormwater Master Plan and associated Stormwater Design Manual, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement, including but not limited to the Engineering Review Letter. Property Owners acknowledges that compliance with North Village Stormwater Master Plan may require construction of off-site improvements as outlined in the City Updated North Village Storm water Master Plan, Developer and Property Owner shall restore or replace the historic, natural drainage channels downstream of the existing irrigation canals, as outlined and contemplated in the above referenced Master Plan.

9.4 **Storm Water Retention/Detention from Off-Site Sources.** The Parties acknowledge that all or a portion of the On-Site Storm Water Retention/Detention for the Project will be on the property of a neighboring development. Prior to issuance of any permits for the Project, NVD shall be responsible to obtain all easements or other property rights necessary to construct the stormwater retention / detention for that portion of the Project in accordance with City standards and shall meet all other requirements to establish that stormwater can be adequately retained and detained on in accordance with all City standards and specifications. NVD acknowledges and agrees that NVD may be required to reduce density if NVD is not able to meet all stormwater requirements.

9.5. **Infrastructure Plan.** NVD shall prepare an Infrastructure Plan (a/k/a Civil Drawings). The Parties acknowledge that there will be a Capital Facilities Plan for the Public Infrastructure approved and adopted by the City. The Property Owners shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in phases, the On-Site and Off-Site Infrastructure that is necessary to support the development proposed within a specific Development Application.

9.6 **General Excess Improvements/Upsizing.** If the City requires NVD to enlarge, increase or otherwise "upsized" or upgrade (collectively, the "**Excess Improvements**") the City agrees that it shall reimburse NVD from Impact Fees collected by the City for, or to the extent permissible under then-applicable law and as identified in the approved Capital Facilities Plan, costs incurred by NVD in the construction of Excess Improvements. NVD shall not be compensated for any "upsizing" of the Backbone Improvements that are not included as System Improvements in the approved Capital Facilities Plan. 9.7. **Reimbursement for**

**Collector Road.** NVD is required to construct the Collector Road, which is indicated on the Site Plan as being a 69 foot right of way with a minimum of 38 feet of asphalt. City acknowledges and agrees that a standard residential road would only require 32 feet of asphalt. Accordingly, prior to completion of the road, City shall enter into an impact fee reimbursement agreement with NVD, in substantially the form utilized by the City for other similar impact fee reimbursements, to reimburse NVD for the pro-rata costs of the additional required road width. The reimbursable costs shall include only the costs of the materials to construct the additional road width, and shall not include engineering, retaining walls, geotechnical or other costs that would have otherwise been required to build the Collector Road to a residential road standard.

**9.8. Variations between Infrastructure Plan, Capital Facilities Plan and any City’s Future Capital Facilities Plan.** The Parties acknowledge that the City may adopt a new or amended Capital Facilities Plan. Additionally, the City may adopt new or amended Impact Fee ordinances as permitted by State Law for the collection of Impact Fees to pay for the construction of parts or all of the Backbone Improvements. The new Capital Facilities Plan shall in no way change any land uses or permitted uses of the Project; limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement and relevant sections of the Zoning Ordinance are satisfied. The Capital Facilities Plan and any future Capital Facilities Plan may differ from the Infrastructure Plan. As a part of the approval of a Development Application, the City may require Property Owners to build portions of the Backbone Improvements as shown on the Capital Facilities Plan (after it is adopted) instead of as shown on the Infrastructure Plan. Notwithstanding the above, nothing herein obligates the City to pay for the minimum backbone infrastructure needed for the Project.

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

**9.10 Off-Site Connectivity.** All trails, canals, ditches and roads shall connect with existing and internal trails, canals, ditches and roads located immediately adjacent to the Project such that there is consistent, smooth linkage and connectivity with any and all municipal systems.

**9.11 Public Infrastructure District.** City understands that NVD may request a Public Infrastructure District (“PID”) pursuant to Utah Code § 17D-4-101 et seq.

for the Property. The City shall review and reasonably consider NVD's petition to create the PID as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project.

10. **CC&Rs.** As more fully set forth in the CC&Rs, Property Owners shall create and establish one or more Property Owners' Associations, which shall be responsible for the implementation and enforcement of the CC&Rs, including but not limited to architectural reviews, water efficiency, wildfire education, open space, and private street and storm water system maintenance. Nightly and short-term rentals shall be permitted in the Project and the CC&R's shall contain a provision that regulates the nightly rental of any residential unit located on the Property. It is anticipated that nightly rental of residential units within the development shall be through the Property's hotel and within the hotel's brand standards. Recordation of the CC&Rs and creation of such Property Owners' Associations shall be required at the time of Final Plat review and approval. The City shall not be responsible for the implementation and/or enforcement of any such CC&Rs. 11. **Fees & Bonding.** 11.1 **General Requirement of Payment of Fees.** The City acknowledges its fees are subject to applicable State law. The City's impact fee requirements will be set forth in the City's approved Capital Facilities Plan for the Project area to be developed subsequent to this Agreement and incorporated herein. 11.2 **Bonding.** Property Owners, Developers or Sub-developers, as applicable, shall provide performance or warranty bonds, per the Heber City Code, for any on-site or off-site, publicly dedicated infrastructure or similar improvements for the Project (the "Security"), including, without limitation, roads, curb and gutter, storm drains, sewer, water, street lighting, signs, sidewalks, landscaping within public rights of way, public open space, public parks and trails. 12. **Construction Standards and Requirements.** 12.1 **Building Permits.** No buildings or other structures that require permits, shall be constructed within the Project without the Developer or Sub-developer first obtaining building permits in accordance with the City's Vested Laws. Developers and Sub-developers may apply for and obtain a grading permit following Preliminary Site Plan approval if the Developers or Sub-developers, as applicable, have submitted and received approval of a site-grading plan and SWPPP and subject to a Land Disturbance Permit issued pursuant to Section 12 below. 12.2

**City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, a Developer or Sub-developer shall, at their expense, secure, or cause to be secured, any and all permits which may be required by the City under the City's Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developers Sub-developers in seeking to secure such permits from other governmental entities. 13.

**Grading, On-Site Processing of Natural Materials. On-Site Processing of Natural Materials.** Property Owners may use the natural materials located on the Project, including, without limitation, sand, gravel and rock, and subject to City's Vested Laws, may process such natural materials into construction materials, including, without limitation, aggregate or topsoil, for use in the construction of On and Off-Site Infrastructure, commercial buildings, residential structures, or other buildings or improvements located in the Project and other locations outside the Project. Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Notwithstanding this provision, this does not permit the

construction of any subdivision or site-specific improvements prior to the requisite Final Plat review and approval for such improvements. Any such uses shall not be considered gravel pits.

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

15. **Default.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) calendar days following the receipt of written notice of such failure from the other party shall constitute a “**Default**” under this Agreement.

15.1 **Notice.** Any notice of default (“**Default Notice**”) shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.

15.2. **Cure.** Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the “**Cure Period**”). If more than 30 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence. City may, in City’s sole discretion, withhold permits or approvals during any Cure Period.15.3.

**Developer’s Remedies Upon Default.** Developer’s sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City’s obligations under this Agreement. IN NO EVENT SHALL HEBER CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

15.4 **City's Remedies Upon Default.** In addition to all other remedies available at law or in equity, City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer, until the Default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

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

**To the Property Owners:**

North Village Development, LLC  
Attn: Richard T. Wolper  
7026 S 900 East  
Midvale, UT 84047

**To the City:**

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

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

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

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

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

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

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

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

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

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

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

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

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

17.2.2 **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed twenty-one (21) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

17.2.3 **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 21-day period set forth in Section 16.2.2. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

**17.2.4 City Council Requirement of Modification Application Processing.** If the Council requires the proposed Administrative Amendment to be considered by the Council as a Modification Application, it shall, within two (2) business days after the first Council meeting following notification by the Administrator pursuant to Section 16.2.3 above, notify the Administrator that the Administrative Amendment must be processed as a Modification Application, and that the Council shall be the final determining body for any and all Modification Applications.

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

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

18.1 **Submissions of Modification Applications.** Only the City or NVD or an assignee of NVD, approved in writing by the City, and one that succeeds to all of the rights and obligations of NVD under this Agreement may submit a Modification Application.

18.2 **Modification Application Contents.** Modification Applications shall:

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

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

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

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

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

18.3. **Mutual Cooperation in Processing Modification Applications.** Both the City and Applicants shall cooperate reasonably in promptly and fairly processing Modification Applications.

#### 18.4 **Planning Commission Review of Modification Applications.**

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

18.4.2 **Recommendation.** The Planning Commission's vote on the Modification Application, if required by law, shall be only a recommendation.

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

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

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

18.8 **Amendments by NVD.** Notwithstanding any other provision in this Agreement to the contrary, NVD may propose and if approved by the City, execute any amendment or other modification of this Agreement or the Site Plan, without the consent of any Property Owner provided that such amendments, modifications, land uses and density allocations: (a) are consistent with the requirements of the City's Vested Laws; and (b) shall not alter the ERU density allocated to such Property Owner identified in a duly executed Development Report or assignment from NVD or otherwise affect any development rights associated with such

Property Owner's Development Property set forth in a property specific development agreement with the City pertaining to such Development Property or a recorded Subdivision Plat specific to such Development Property and no other portion of the Project. For avoidance of doubt, neither the City nor NVD shall be required to obtain the consent of any Property Owner or any subsequent owner of a portion of the Project in order to amend this Agreement pursuant to this Section 18.

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

20. **Entire Agreement.** Unless expressly provided herein, nothing in this Agreement shall be interpreted to conflict with, replace or waive any requirements, obligations, standards, duties, rights and enforcements afforded to the Parties, provided by and through the NVOZ Zone and Ordinance, and shall be interpreted and presumed by the Parties to be consistent, in harmony with, and incorporated herein with this Agreement. This Agreement and all Exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

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

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

23. **Assignability.**

23.1 **Transfer to Developers and Sub-developers.** Notwithstanding anything to the contrary in this Agreement, NVD or its successor may sell any portion of the Property to one or more parties (each a "**Developer**" or "**Sub-developer**") at any time from and after the Effective Date. Each such transferred portion of the Property (each, a "**Development Property**") shall be developed by the Developer

and/or Sub-developer in accordance with and subject to the terms hereof, including, without limitation, the following:

23.1.1 Developer or Sub-developer shall assume in writing for the benefit of the City and Property Owners all of the obligations and liabilities of Property Owners hereunder with respect to the Development Property.

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

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

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

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

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

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

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

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

26. **Termination.**

26.1 This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

- (i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.3;

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

**26.2 Notice of Termination.** City shall, upon written request made by Developer or Developer's successor(s) or assign(s) or any Owner to City's Planning Director, determine if the Agreement has terminated with respect to any parcel or lot at the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer or Developer's successor(s) or assign(s) or any Owner's request record a notice of termination that the Agreement has been terminated. The aforesaid notice may specify, and Developer or Developer's successor(s) or assign(s) and Owners agree, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of the Agreement as to any parcel or lot at the Property shall not affect Developer or Developer's successor(s) or assign(s) or any Owner's rights or obligations under any of the development entitlements, including but not limited to, the General Plan, Specific Plan, Zoning Ordinance and all other City policies, regulations, and ordinances applicable to the Project at the Property. City may charge a reasonable fee for the preparation and recordation of any notice(s) of termination requested by Developer or Developer's successor(s) or assign(s) or any Owner.

**26.3 Partial Termination.** In the event of a termination of this Agreement with respect of any portion of the Property, any then-existing rights and obligations of

the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of the Default Paragraph 14, the expiration or termination of this Agreement shall not result in any expiration or termination of any Entitlement then in existence, without further action of City.

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

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

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

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

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

32. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable

control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

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

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

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

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

37. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, **Exhibit D**, shall not be recorded. A secure copy of **Exhibit D** shall be filed with the City Recorder and each Party shall also have an identical copy. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of Property Owners hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

38. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to City Policy. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

39. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement

or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

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

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

42. **Waiver of Rights Under Utah Code Section 10-9a-532.** The Parties have been represented by an attorney throughout this process. Developer acknowledges that this Agreement does not restrict any of Developer's rights under clearly established state law or that Developer has been advised in writing of any such rights being restricted. As an essential term of this Agreement, Developer hereby waives any claim that any term of this Agreement is void, illegal, invalid, or unenforceable as the result of any failure on the City's part to disclose in writing any rights being restricted by this Agreement.

[Signatures appear on the following two pages.]



CITY

**Heber City**

\_\_\_\_\_  
Heidi Franco, Mayor

Approved as to form and legality:

Attest:

City Attorney

City Recorder

By:\_\_\_\_\_

By:\_\_\_\_\_

**EXHIBIT A**

TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

**Legal Description**

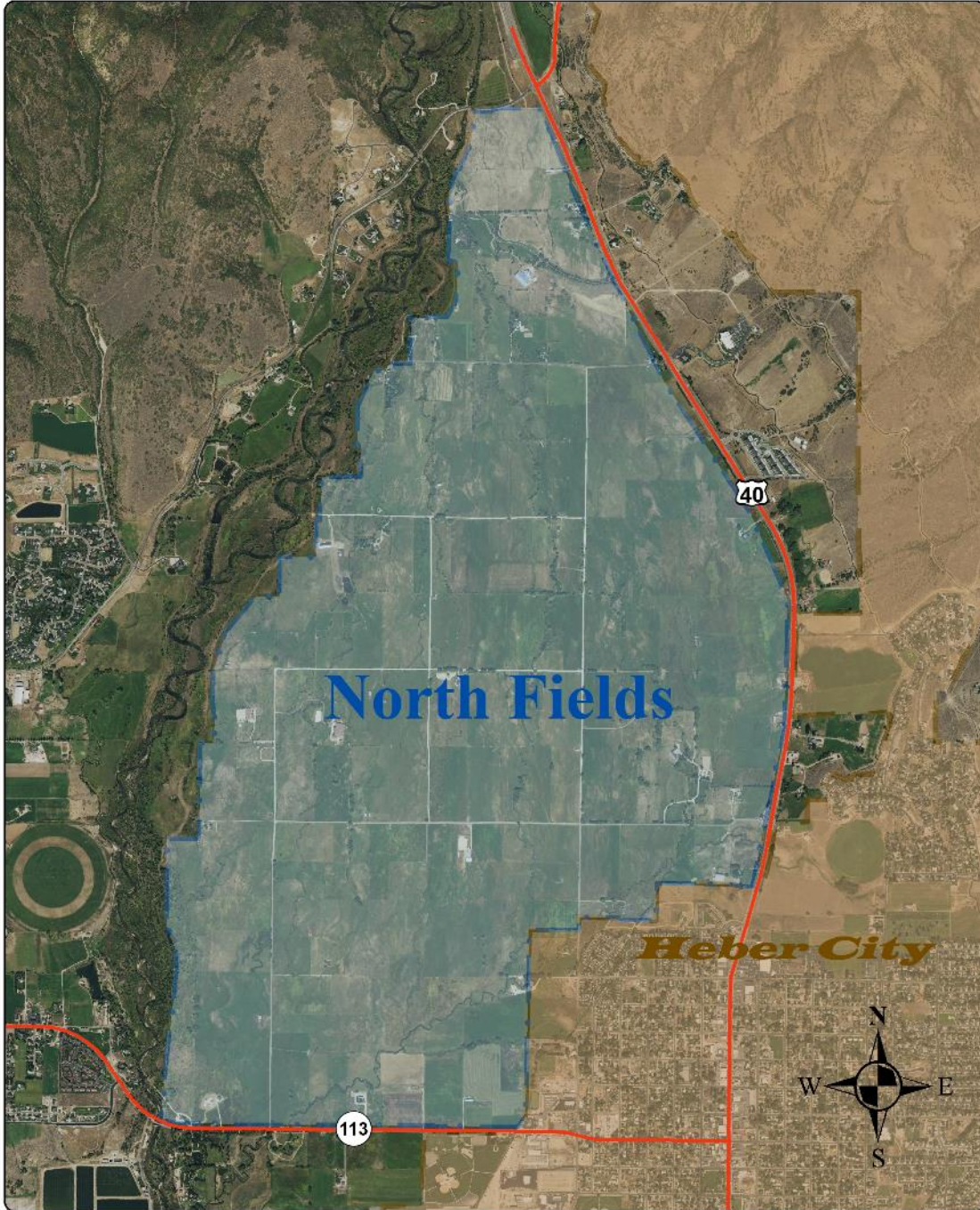
[REDACTED]

**EXHIBIT B**  
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

**Site Plan**

**EXHIBIT C**  
**TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS**

**North Fields**



**EXHIBIT D**  
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

**Phasing Plan**

**EXHIBIT E**  
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

**ERU Calculation**

**EXHIBIT F**  
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

**Building Elevations**

**EXHIBIT G**  
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

**City's Vested Laws**

For the City's Vested Laws, reference the North Village Overlay Zone (NVOZ), adopted by the City Council of Heber City, Utah, in Chapter 18.81 of Heber Municipal Code on March 16, 2021.