

When recorded return to:  
Ivory Development  
Attn: Analise Quinn Wilson  
978 East Woodoak Lane  
Salt Lake City, Utah 84117

Ent. 465988 Bk. 1258 Pg. 963-984  
Date: 25-JUL-2019 2:06:16PM  
Fee: \$40.00 Check Filed By: TC  
PEGGY FOY SULSER, Recorder  
WASATCH COUNTY CORPORATION  
For: PRINCE BRYON

**VXC ANNEXATION AGREEMENT**  
*AKA Hutchinson Annexation*  
**AND**  
**COVENANT RUNNING WITH THE LAND**

THIS AGREEMENT ("Agreement") entered into this 4<sup>th</sup> day of June, 2019 ("Effective Date"), by and between Heber City ("City") and Hutchinson Enterprises, Inc., and Wasatch Back Holdings, LLC (collectively, "Petitioner").

**RECITALS**

WHEREAS, Petitioner is the owner of approximately 68 acres of undeveloped land situated in unincorporated Wasatch County and contiguous to the current boundaries of the City, as such property is described and depicted on Exhibit A attached hereto ("Property"); and

WHEREAS, due to projected growth in the vicinity of the Property, Petitioner anticipate there will be pressure for the Property to be developed within the foreseeable future; and

WHEREAS, for the purposes of maximizing the development potential for the Property, and to advance sound urban planning in the area, Petitioner desires that the Property be included within the boundaries of a municipality prior to its development; and therefore has proposed annexation of the Property into the City; and

WHEREAS, the planning commission has reviewed the proposed annexation and has recommended approval of the proposed annexation with conditions.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are material to this Agreement and are incorporated and made a part of this Agreement as though they were fully set forth herein.

2. **ANNEXATION.** As soon as is practicable after the Effective Date, City agrees to annex the Property into the City, in accordance with all the terms and provisions of this Agreement and the exhibits attached hereto, and to do all things necessary or appropriate to cause the Property to be validly annexed to the City. The City shall notify all entities or persons of such annexation and promptly record all ordinances, plats, and affidavits necessary to said annexation, in accordance with any and all statutory and ordinance requirements. A provisional Annexation Plat is attached as Exhibit B. Upon Annexation, the Property and the development

anticipated herein shall be subject to the City's ordinances, standards, and regulations, in effect as of the Effective Date, except for construction standards, fee schedules, and water rights which will be those in effect at the time of final plat approval.

3. **ZONING.** The Property to be annexed shall be zoned as depicted in Exhibit C. The zones depicted include R-3 Residential, R-3 Residential with the Clustered Open Space Zone (COSZ) and R-1 Residential. In lieu of developing pursuant to the requirements of the COSZ, Petitioner may instead choose to develop a traditional single-family subdivision as per the requirements of the underlying R-3 Residential Zone, or any combination of said zones. In the event that Petitioner elects to implement the COSZ overlay, all private open space designated therein shall remain open space in perpetuity. Additionally, all public and private open space within the COSZ overlay shall be counted toward the COSZ open space requirement, including but not limited to parks and privately owned areas outside of the public right of way.

4. **DENSITY.** Average residential density on the Petitioner's properties will not exceed 4 units per acre on average over the entire property. Individual areas may exceed 4 units per acre as long as the entire property does not exceed collectively 4 units per acre. Notwithstanding the preceding sentences, units dedicated to affordable housing shall be in addition to and not included in the calculation of the 4 units per acre average density.

5. **WATER RIGHTS.** Petitioner agrees to comply with City's Water Requirement for Development and Planning Policy in effect as of the Effective Date, a copy attached as Exhibit D. For the avoidance of doubt, Petitioner shall not be subject to any increases in water right ownership requirements beyond what is required in Exhibit D.

6. **PUBLIC IMPROVEMENTS.** At its own expense, Petitioner shall construct all public improvements ("System Improvements") required by the applicable zoning ordinance and included in the City's March 2018 Capital Facilities Plan in effect as of the date of this Agreement, which is attached as Exhibits E-I and incorporated herein ("Capital Facilities Master Plan"). Petitioner shall be entitled to reimbursement (either in cash or through impact fee credits) for the cost differential between "project improvements" and "system improvements" as defined in the Capital Facilities Master Plan. The cost of right-of-way shall be considered a developer contribution and not a reimbursable cost. The Capital Facilities Master Plan shows the master planned road system and right of way standards, including but not limited to Coyote Lane, which shall be aligned and dedicated to the City. Any and all exhibits referenced in this Agreement shall be included, made a part of, and incorporated into this Agreement. Any and all such requirements, expectations and policies of, or identified in said exhibits shall be individual requirements of this Agreement as if each were specifically articulated independently. The exact location of Coyote Lane and north-south collection road will be determined in conjunction with preliminary plat approval. Petitioner shall stub Coyote Lane to the adjacent property owned by Reinvestments Holdings LLC (more commonly known as the "Sorenson Property"). The master planned street system is attached as Exhibit E. The master planned parks and trail system is attached as Exhibit F. The master planned water system is attached as Exhibit G. The master planned irrigation system is attached as Exhibit H. The master planned sewer system is attached as Exhibit I.

- a. Petitioner shall, prior to requesting their first phase development preliminary approval or master plan approval within the annexation area, whichever request for such approvals occurs first, provide the following for the annexation area: 1) a Phase 1 Environmental Site Assessment, 2) a geotechnical study of area soils and groundwater, and 3) a traffic study showing local and regional impacts of the annexation area and mitigation measures.

- b. Petitioner shall dedicate, as may be required by UDOT or the traffic study, additional street right of way for turn pockets along Coyote Lane and Highway 40. Petitioner agrees to give to Heber City all previous correspondence with UDOT or any traffic/engineering studies concerning the Highway 40 and Coyote Lane intersection.
- c. Petitioner shall work with the Sorenson Property north of the property to construct and complete a new street connection and bridge to Valley Hills Boulevard. If a new street connection and bridge to Valley Hills Boulevard has not been established upon the sooner of forty percent (40%) of the total construction of residential units, or some other event designated in the traffic impact study required under Section 6(a) above, Petitioner shall construct and implement temporary improvements, with a time table agreed to by the parties, to widen and improve the existing Coyote Lane street and bridge connection to Valley Hills Boulevard, to mitigate traffic and safety concerns; i.e. widening, curb walls, signage, etc. Said temporary improvements will be completed before any additional final subdivision approvals are given or building permits issued on approved phases.
- d. Petitioner shall provide an access easement and/or street frontage as an alternative to Highway 40 access for the Keele, Boone and Marelko LC #3 properties, connecting streets in the proposed development to aforementioned properties that are illustrated in Exhibit J.
- e. Consistent with the North Village Code, Petitioner shall provide a minimum 100 foot wide landscaped open space corridor along the Highway 40 right of way as illustrated in Exhibit J.
- f. Petitioner shall provide an access easement and pedestrian trail up to the Property boundary adjacent to the Cove at Valley Hills Park. In the event the City secures the property rights and administrative approvals necessary to connect the proposed development to the Cove at Valley Hills Park, as illustrated generally in Exhibit J, Petitioner shall contribute Fifteen Thousand Dollars (\$15,000.00) towards the construction of the proposed bridge.
- g. Petitioner shall provide and construct at least 3 road stubs (A, B, and D) connecting streets in the proposed development to adjoining properties as illustrated on Exhibit J, with precise locations to be determined at the time of development.

7. **SPRING.** Petitioner will preserve the existing spring and adjoining wetlands as open space, according to federal, state and city regulations and standards. At the City's option, Petitioner will dedicate the spring and adjoining wetlands, the boundary of which to be determined by Petition, to the City.

8. **CONTRIBUTION FOR IMPROVEMENTS.** City will reimburse Petitioner for all costs related to those System Improvements identified in the Capital Facilities Plan. Additionally, in the event that Petitioner installs System Improvements which will have the effect of benefiting another private property owner, the City shall make available its standard reimbursement agreement, attached as Exhibit K, allowing the Petitioner an opportunity to be reimbursed for a portion of the offsite costs from those properties benefiting from the improvement for a period of ten (10) years following completion of the System Improvements.

9. **UTILITIES.** City shall have the option of being the utility service provider for water, sewer, and irrigation to the Petitioners properties. If Petitioner desires to utilize North Village Special Service District Services, Petitioner shall provide the City a service analysis

showing a comparison of City and North District Special Service District services, how they would be provided, associated costs, and water rights needed. The City Council may, at its sole discretion, permit the North Village Special Service District to provide some or all of the utility services to the properties. Petitioner shall install all City utilities and infrastructure in accordance and consistent with the City's Facilities Master Plan at time of execution of the Effective Date of this Agreement, and the City Standard Specifications at the time of final plat approval.

10. **UTILITY CONNECTION.** The City will work in good faith with Petitioner to provide the access, easements, and other approvals necessary to facilitate Petitioner's connection to the City's culinary water line from Property, under the Wasatch Canal, through Cove Park, and into Valley Hills Blvd, if Petitioner is not able to gain access into Interstate 40. If the culinary water line is required to be installed in Interstate 40, the upsizing of the culinary water line shall be considered a system improvement.

11. **LOT WIDTHS AND SETBACKS.** The following specifications are to be applied to Lots to be developed on the Property, in Petitioner's discretion, and as may be logical in the design, feel and plan for Petitioner's improvement of the Property:

- a. For lots in an R-1 zone, the minimum lot width shall be 90 feet. The setbacks in the R-1 zone shall be as follows:
  - i. Front – 25 feet;
  - ii. Rear – 20 feet;
  - iii. Interior Side – 10/10 feet; and
  - iv. Corner Side – 20 feet.
- b. For lots in the R-3 zone, the minimum lot width is 65 feet. The setbacks in the R-3 zone shall be as follows:
  - i. Front – 25 feet;
  - ii. Rear – 20 feet;
  - iii. Interior Side – 5/5 feet; and
  - iv. Corner Side – 20 feet.
- c. If the COZY overlay is applied, all setbacks shall comply with the COZY overlay ordinance.

12. **AFFORDABLE HOUSING.** Residential development shall comply with Chapter 18.102 Affordable Housing, which requires ten percent of all residential units to be affordable or a fee-in lieu be paid.

13. **FARMLAND.** Petitioner shall include a right to farm disclosure on any subdivision plat affecting the Property which disclosure shall acknowledge that the Property is in the vicinity of farmland and any future resident of the subdivision may be subject to the inconveniences or discomforts arising from agricultural activities. Further, if requested by adjacent landowners engaging in agricultural activities, Petitioner shall, at the time of installation of subdivision improvements, install privacy fencing along the property line separating the Property from the neighboring property.

14. **EFFECTIVE DATE.** Prior to the execution of this Agreement, the City shall take or cause to be taken all actions reasonably required or advisable to be taken preparatory to, but not including, final City Council legislative action, in connection with the amendment of City's code as necessary to facilitate the contemplated Annexation. However, the City agrees

that zoning changes, land use approvals and requirements, and other rights and obligations anticipated or created by this Agreement or related legislative action shall only be effective upon the execution of this Agreement. If this Agreement is not executed by one or both parties, any zoning changes, land use approvals and requirements, and other rights and obligations anticipated or created by this Agreement or related legislative action shall be null and void.

15. **BINDING EFFECT.** The provisions contained herein shall be deemed to run with the Property, and a copy of this Agreement or a notice thereof must, within ten (10) days after the last party executes this Agreement, be recorded in the office of the Wasatch County Recorder. This Agreement shall be binding upon Petitioner and the City, and their respective successors and assigns. In the event of a breach of any provision of this Agreement by any transferee of a portion of the Property, which breach results in the loss or termination of any of the rights granted hereunder with respect to such portion of the Property, the rights of Petitioner or any transferees of Petitioner as to the remaining portion of the Property shall not be adversely affected.

16. **DEFAULT.** In the event either party fails to perform its obligations hereunder or to comply with the terms hereof, and such failure remains uncured for sixty (60) days after receiving written notice of default, then the non-defaulting party may pursue such remedies as may be available hereunder; provided that (i) if such failure cannot reasonably be cured within such 60-day period and (ii) the defaulting party shall have commenced to cure such failure within such 60-day period and thereafter uses reasonable efforts to cure the same, such 60-day period shall be extended for so long as it shall require the defaulting party in the exercise of reasonable efforts to cure such failure, but in no event to exceed 120 days in the aggregate. Termination of this Agreement shall not be a remedy of either party for a default under this Agreement.

17. **ASSIGNMENT.** Petitioner shall be entitled to sell or transfer any portion of the Property at any time to one or more persons or entities. Once title to all or a portion of the Property has been transferred to an assignee, Petitioner shall have no further obligations or liability hereunder with respect to the assigned Property and the City will look to the assignee for performance hereunder with respect to the assigned Property, and any default with respect to the assignee shall not impact or hinder development or other activities with respect to the remainder of the Property.

18. **MISCELLANEOUS.**

(a) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and the remaining provisions of this Agreement shall continue in full force and effect so long as the remainder of the Agreement substantially provides the relative benefits and burdens bargained for by the parties in this Agreement.

(b) Construction of Agreement. This Agreement shall be construed as if collectively drafted. The rights and obligations of the parties set forth in this Agreement do not create any rights in or obligations to any other persons or entities except as expressly stated herein. Time is expressly made of the essence with respect to the performance of each and every obligation of this Agreement. Nothing in this Agreement shall be construed to create any partnership, joint venture, or fiduciary relationship between the parties.

(c) Amendment. This Agreement may be amended only in a writing executed by the parties. No amendment, change, or modification of any provision contained in this Agreement

shall be effective unless fully set forth in a writing signed by both City and Petitioner. Notwithstanding any conflicting preference or precedent established by statute, common law or in equity, the parties waive all defenses to the enforcement of this provision, together with the right to claim that this Agreement was amended, changed or modified in any way by reason of the parties' course of dealing, industry standard, promise, representation, statement, reliance, passage of time, or other theory.

(d) Non-Liability of City Officials and Employees. No officer, representative, agent, or employee of the City shall be personally liable to Petitioner, or any successor in interest or assignee of Petitioner, in the event of any default or breach by the City, or for any amount which may become due Petitioner, or their successors or assignees, or for any obligation arising under the terms of this Agreement.

(e) Force Majeure. Any prevention, delay, or stoppage of the performance of any obligation under this Agreement that is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; terrorist attacks; civil commotions; fires or other casualties; or other causes beyond the 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. Any party seeking relief under the provisions of this paragraph shall notify the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

(f) Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property, contain the entire agreement of the parties with respect to the subject matter hereof and supersede any other prior promises, representations, warranties, inducements, or understandings among the Parties.

(g) Notice. All notices, requests and demands to be made hereunder to the Parties hereto shall be made in writing to the addresses set forth below and shall be given by any of the following means: (a) personal service; (b) certified or registered mail, postage prepaid, return receipt requested; or (c) courier or delivery service. Any notice, demand or request sent pursuant to this Agreement shall be deemed received three (3) days following deposit in the mail.

If to the City, to: Heber City, Utah  
Mayor Kelleen Potter  
75 North Main St.  
Heber City, UT 84032

If to Petitioner, to: Hutchinson Enterprises, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Petitioner, to: Wasatch Back Holdings, LLC.  
Glenn Lent  
Managing Member  
\_\_\_\_\_

With copy to: Ivory Development, LLC  
978 East Woodoak Lane  
Salt Lake City, Utah 84117

Attn: Analise Quinn Wilson

Any party may change its address for notice under this Agreement by giving written notice thereof to the other parties.

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

HEBER CITY, UTAH

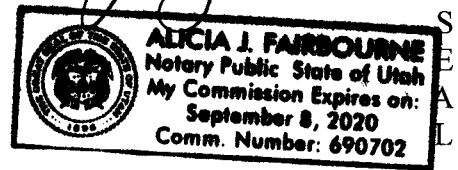


By: Kelleen Potter  
Name (Print): Kelleen Potter  
Its: Mayor

STATE OF UTAH            )  
  :SS  
COUNTY OF WASATCH    )

On June 26th, 2019, personally appeared before me, a Notary Public, Kelleen Potter and Trina Cooke, the Mayor and City Recorder, respectively, of HEBER CITY, UTAH personally known or proved to me to be the persons whose name is subscribed to the above instrument who acknowledged to me that they executed the above instrument on behalf of HEBER CITY, UTAH.

Alicia J. Fairbourne  
Notary Public



HUTCHINSON ENTERPRISES, INC.

By: Ray Hutchinson  
Name (Print): Ray J. Hutchinson  
Its: VICE PRESIDENT

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On June 24, 2019 personally appeared before me, a Notary Public, Ray Hutchinson, the Vice President of Hutchinson Enterprises Inc., personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Hutchinson Enterprises, Inc.

Trina W Cooke  
Notary Public

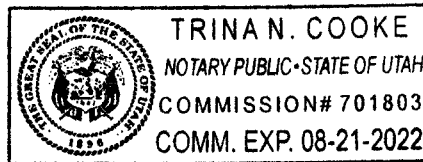


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L

WASATCH BACK HOLDINGS, LLC

By: Glen K Lent  
Name (Print): Glen K Lent  
Its: Managing member

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )



On June 14, 2019 personally appeared before me, a Notary Public, Glen K Lent, the Managing Member of Wasatch Back Holdings, LLC, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Hutchinson Enterprises, Inc.

Trina W Cooke  
Notary Public



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## Exhibit A: Legal Description

## PARCEL NUMBERS

00-0020-8846  
00-0007-8969  
00-0007-8951  
00-0007-9264  
00-0016-4132  
00-0016-7788  
00-0016-7770  
00-0015-5361  
00-0007-8977  
00-0020-3228  
00-0020-2898  
00-0020-2897  
00-0020-3057  
00-0020-3229  
00-0020-2019

**ANNEXATION DESCRIPTION**

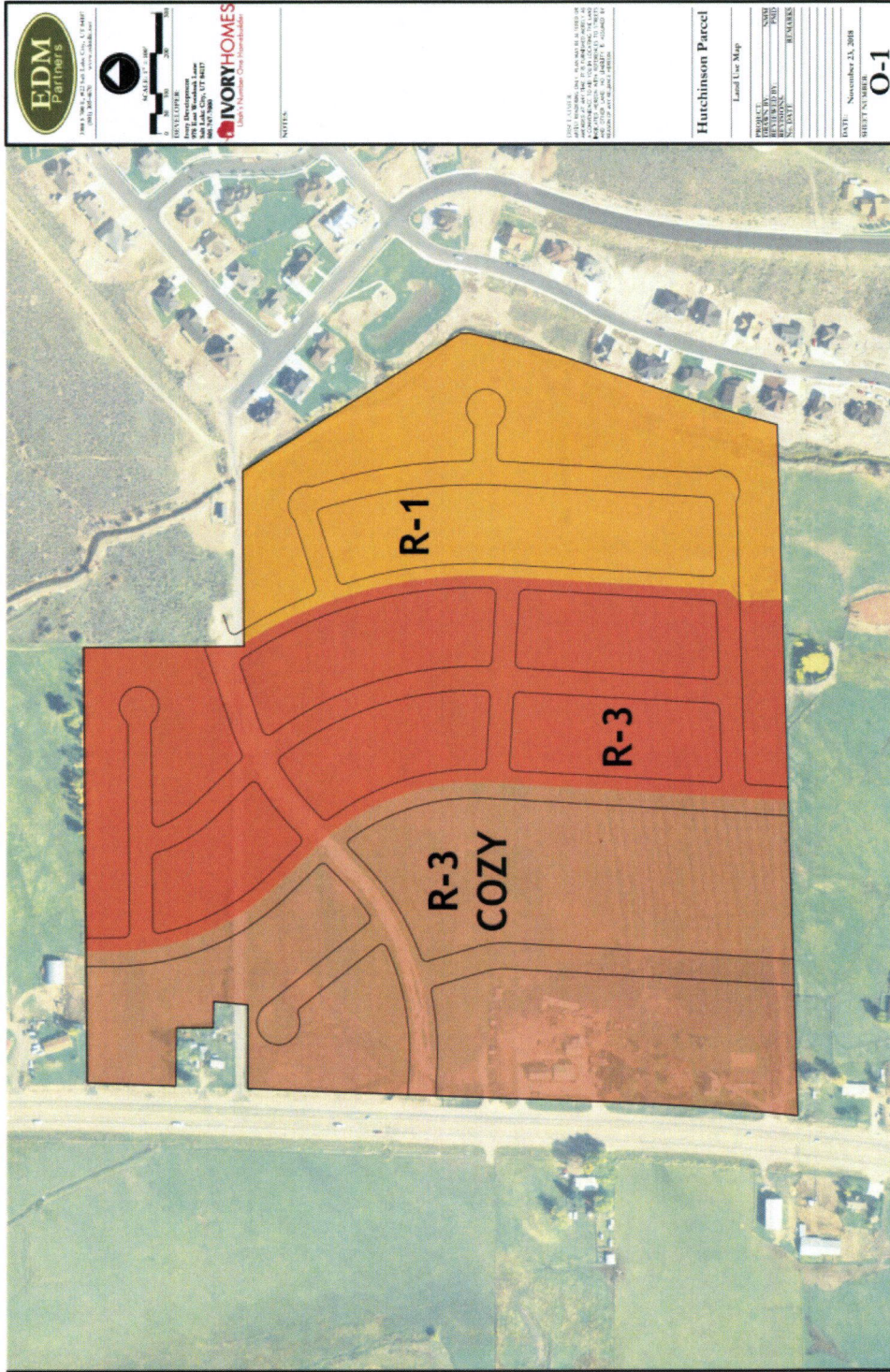
BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 29, SAID POINT OF BEGINNING BEING  $S00^{\circ}24'55''E$  1682.68 FEET ALONG SAID EAST LINE FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID EAST LINE  $S00^{\circ}24'55''E$  410.40 FEET; THENCE  $N89^{\circ}35'23''E$  529.97 FEET; THENCE  $S48^{\circ}55'23''W$  75.24 FEET; THENCE  $S31^{\circ}39'37''E$  599.94 FEET; THENCE  $S00^{\circ}24'35''E$  23.74 FEET; THENCE  $S13^{\circ}20'03''W$  231.00 FEET THE WESTERLY BOUNDARY LINE OF THE COVE AT VALLEY HILLS FINAL PLAT; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES: (1)  $S18^{\circ}55'11''W$  131.17 FEET; (2)  $S17^{\circ}56'57''W$  307.00 FEET; (3)  $S15^{\circ}18'57''W$  199.30 FEET; THENCE  $N72^{\circ}24'22''W$  87.87 FEET; THENCE  $N19^{\circ}34'41''E$  11.98 FEET; THENCE  $S88^{\circ}22'27''W$  1654.35 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 40; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 6950.49 FEET, A DISTANCE OF 489.79 FEET, A CHORD DIRECTION OF  $N04^{\circ}09'12''E$  AND A CHORD DISTANCE OF 489.69 FEET AND  $N02^{\circ}08'05''E$  1336.33 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE  $N89^{\circ}32'18''E$  1100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 68.13 ACRES IN AREA

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Exhibit C: Zoning



**EDM Partners**  
1000 N. 2nd St., Suite 1000, Lincoln, NE 68502  
(402) 441-1111

**IVORY HOMES**  
Ivory Development  
1000 N. 2nd St., Suite 1000, Lincoln, NE 68502  
(402) 441-1111

**NOTES:**

**Hutchinson Parcel**

Land Use Map

PROJECT:	
REVISION:	
DATE:	
BY:	
CHECKED:	
APPROVED:	

DATE: November 13, 2010  
SHEET NUMBER: **0-1**

Exhibit D: Water Requirements for Development and Planning Policy

**Water Requirements for Development and Planning Policy** In addition to all other State Law requirements, water rights shall be required in an amount equivalent to the estimated indoor and outdoor water usage for residential and non-residential lots as determined by the Heber City Engineer, and allowed by Title 10-9a-508 of the Utah State Code. All development applications where the City is the water service provider shall be subject to this Water Rights Policy.

A. In all Heber City zones, with regard to verification of water for development, any development applications must comply with the following. Prior to appearing before the Planning Commission for preliminary approval, any new residential or mixed use and commercial subdivisions, or projects qualifying as or requiring the subdivision process, will be required to meet with the Heber City Engineer and do the following:

1. Provide a tabulation of water rights and ownership.
2. Provide water requirements for all indoor and outdoor use in the development.
3. Provide a concept plan of how water will be physically delivered to the development.

B. The Heber City Engineer will review the availability of water rights, and water right requirements pursuant to this policy, and prepare a report of said requirements to the Planning Commission and City Council on the water plan, prior to the development applying for preliminary approval from the Planning Commission. Such report shall become a requirement of the proposed application if and when the development, or its phases, are approved. Conditions, restrictions and limitations set forth in this report shall be considered conditions of development approval and shall be adopted by the Planning Commission and City Council as conditions, restrictions and limitations of the proposed application. Such report will complete the application per U.C.A. 10-9a-509.5 and evaluate the following:

1. The amount and type of water rights needed for total proposed ERU's for 100% of all phases; and verify ownership of a minimum 60% of the water right requirements; and verify letter(s) of agreement from verified water share owners for the remaining approximate 40% of needed water rights.

- a. Ownership requirements of the minimum 60% shall additionally be defined to include one hundred percent (100%) of all commercial ERU's identified in the application and one hundred percent (100%) of all residential ERU's proposed in the first phase of development, if multiple phases are proposed. These additional requirements could be more than the total 60% requirement but in no case less than 60%.

2. The number of lots proposed, the amount and type of open space proposed, the amount of hard surface in the application, and all other relevant information.

3. Conversion tables, based on current state engineer approved change applications, to determine the likely amount of water provided by each different type of water right.

a. The decisions of the state engineer shall be the final determining factor in reaching the actual amount of water represented by each share or water right.

C. No proposed development shall be approved until the developer has dedicated adequate water rights as set forth below.

1. Prior to receiving final approval by the City Council for any development, or Planning Commission for commercial building approvals, all owned water rights required in the water report for the proposed development shall be placed in escrow by the developer.

For the purposes of this policy, "placed in to escrow" can include but not be limited to the following:

a. placed in escrow with a title company;  
b. placed in escrow with Heber City; or  
c. verification of water right certificates placed in escrow with the financial entity securing financing for the project, upon condition that said entity provide the City with written verification of the water shares being held. Said verification shall be at the discretion of the City Engineer.

2. Immediately following final approval by City Council, and prior to beginning construction of improvements of any proposed development or phase, all water rights necessary for the approved development shall be transferred by the developer, or escrow agent to the City or entity providing culinary and/or secondary irrigation water service to the development

3. Adjustments may be made to the initial estimated water right quantities, once a development phase or project has finalized construction drawings, and received final Council approval. Any adjusted amounts shall also be approved by the Heber City Engineer, noted in the project water report, and included in the water rights required to be transferred to the City for said approved phase or project.

D. Timpanogos Irrigation Class D (M&I) water shares, or any other water rights involving supplemental CUP M&I water, proposed by a developer and accepted by Heber City Engineer, may be used for indoor and outdoor use under the following conditions:

1. Users of supplemental water shall be billed and required to pay their respective monthly or annual assessment proportionate to the additional cost of said water.

2. Upon transfer of water rights to the City, and prior to plat recordation, Developer will provide gap funding sufficient to insure Heber City incurs no additional cost for the supplemental water until the initial users are in place.

3. Developer and/or subsequent lot owners will pay any and all costs related to water rights, administration of service, and delivery, for all supplemental and other water rights transferred to the City for a development.

4. City supplemental water users shall not be subsidized by non-supplemental users, nor by other City funding.

Exhibit E: Master Planned Streets

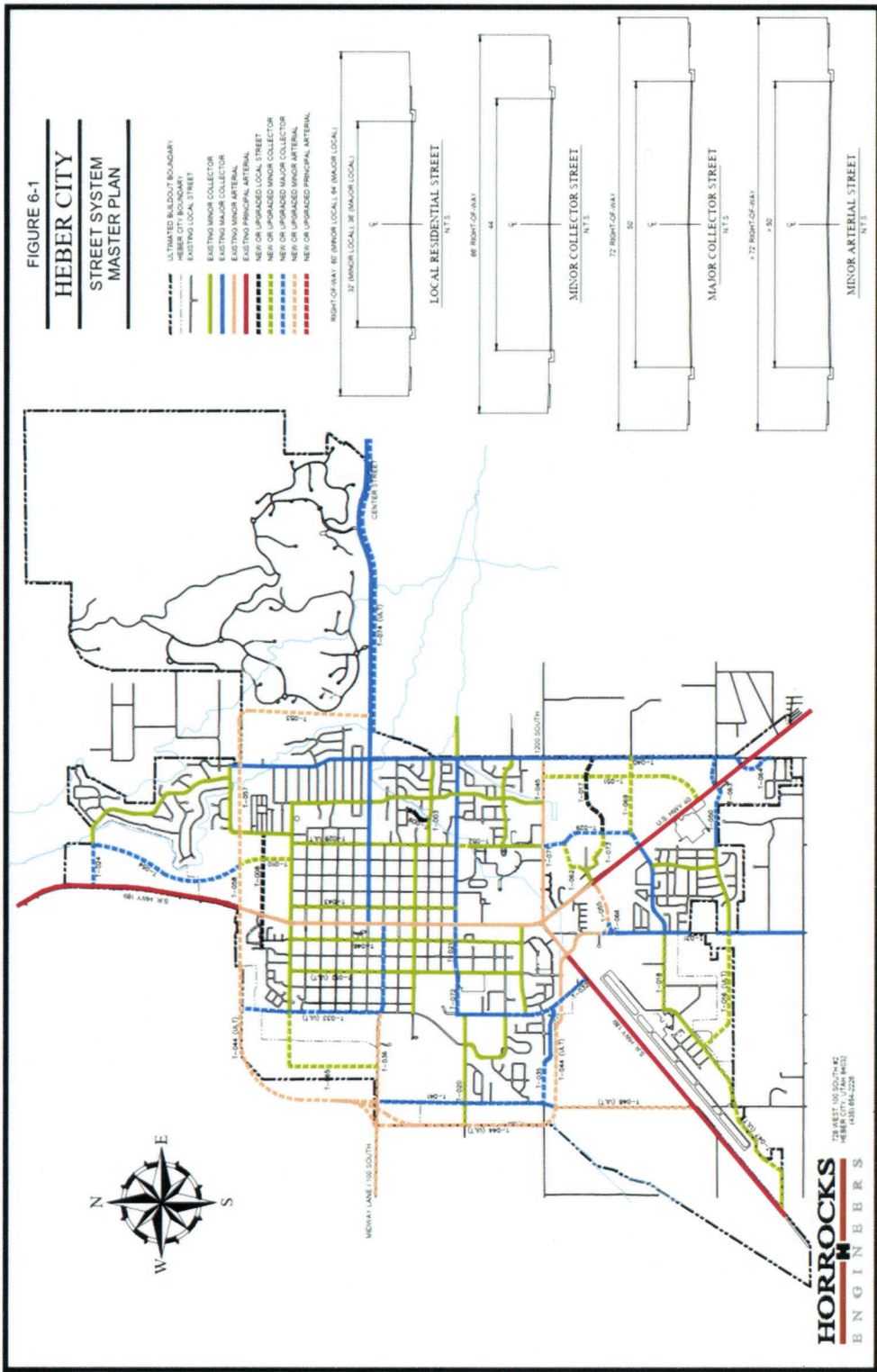






Exhibit G: Master Planned Culinary Water System

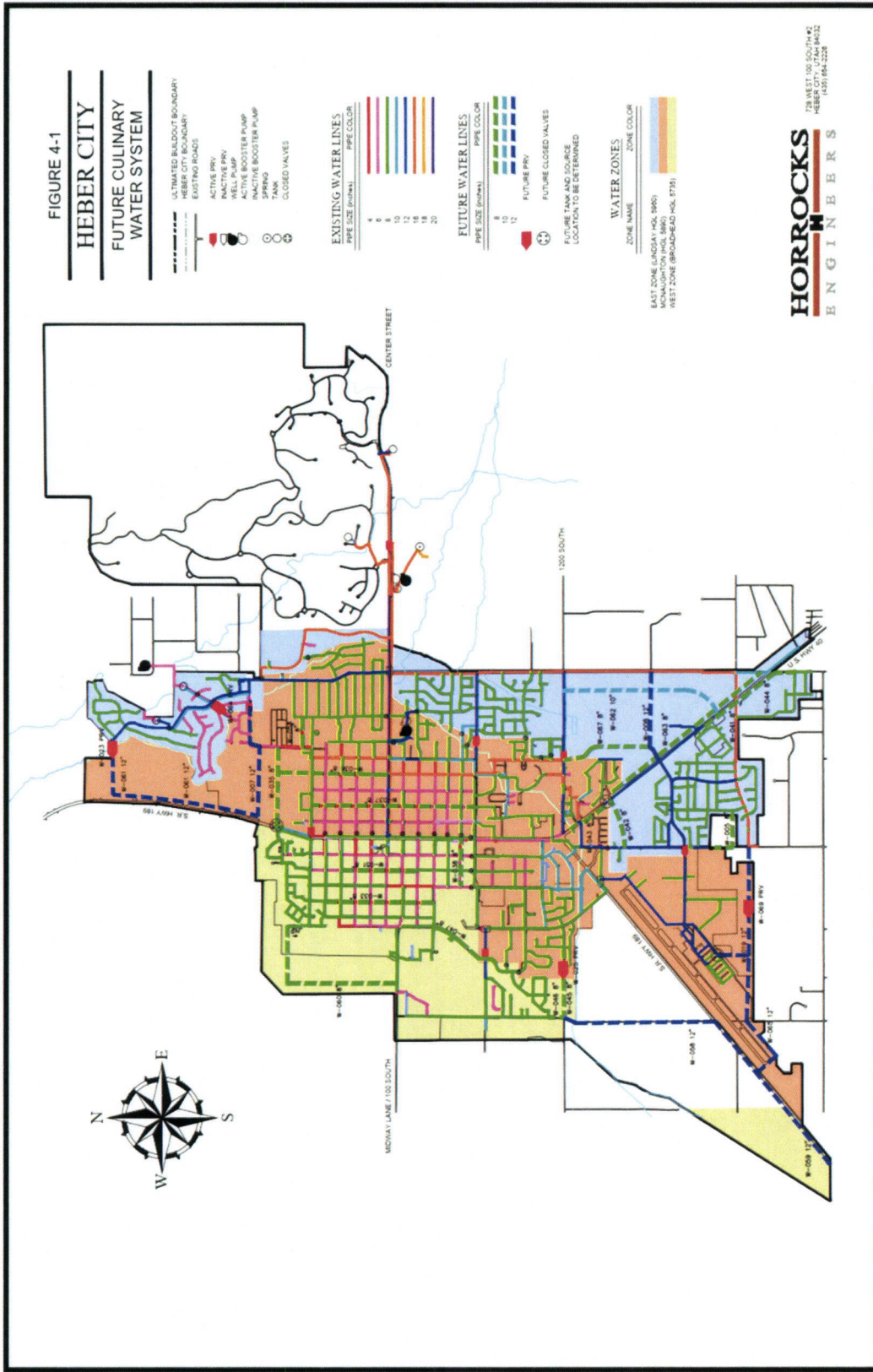






Exhibit J: Development Features

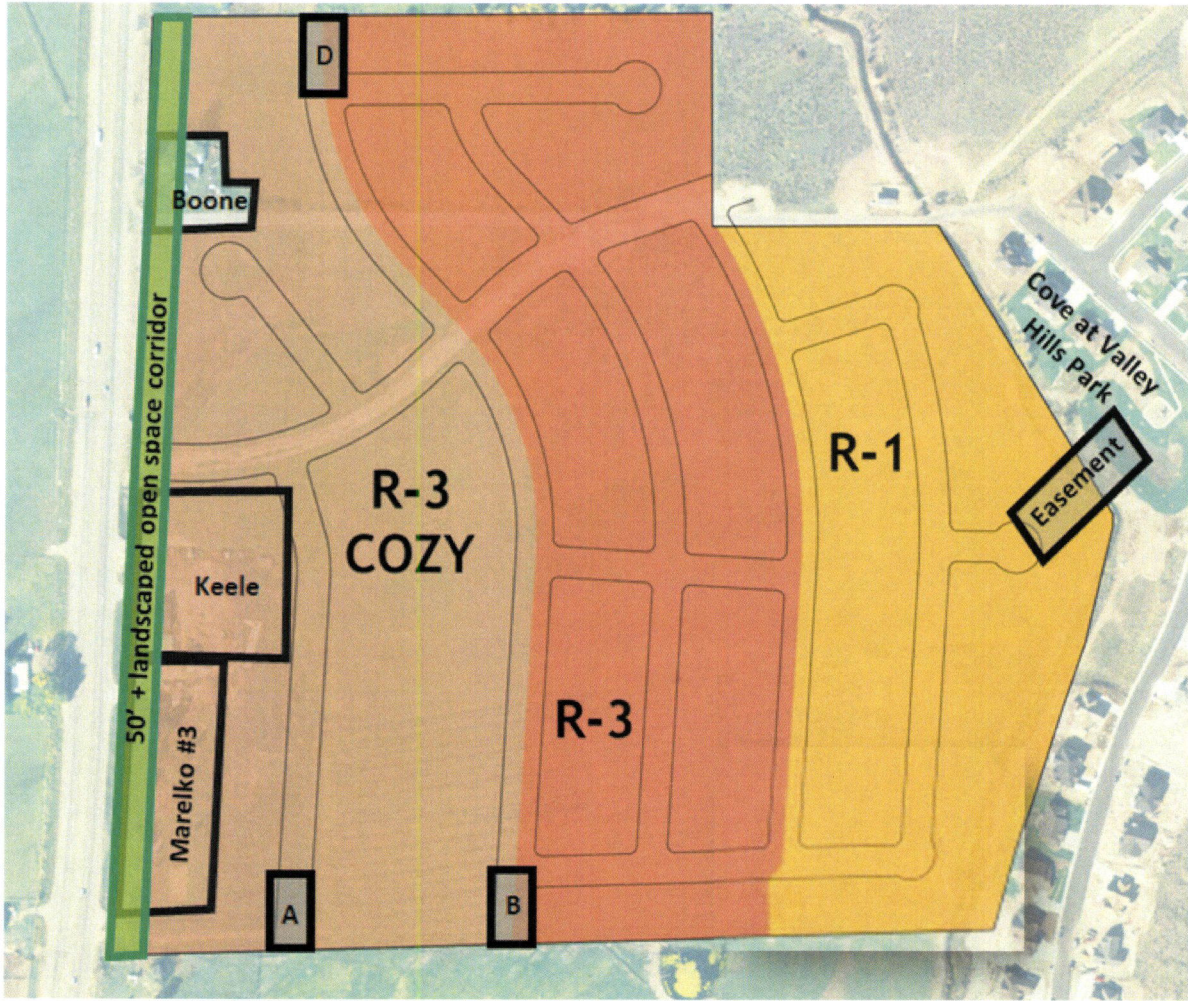


Exhibit K: Master Reimbursement Agreement

**Heber City Corporation  
Reimbursement Agreement Request  
For "Off-Site" Essential Public Facilities**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Heber City, and \_\_\_\_\_ hereinafter referred to as "Developer".

The Parties hereby agree as follows:

1. The City acknowledges that the "off-site" \_\_\_\_\_  
(Improvement Description)  
located at \_\_\_\_\_  
(Address/Location)  
has been installed by Developer of the \_\_\_\_\_ Subdivision to City Standards and accepted by the City on \_\_\_\_\_, 2019.
2. The purpose of this agreement is to facilitate in part the development and reimbursement of the Developer's actual construction costs incrementally, on a per unit basis as listed below, as "off site" service connections are permitted to said improvements.
3. Developer understands that reimbursement shall be based on the frontage footage, or other designated unit, of the properties connecting to the improvements.
4. Agreement will remain in effect for the period of 10 years from date of acceptance. Upon expiration of said ten years, this Agreement shall become null and void regardless of whether any or all reimbursement has occurred.
5. Developer understands that the City will make reasonable attempts to receive payment of said reimbursement from future property owners connecting onto the improvements. However, both parties acknowledge and affirmatively indicate that the City shall not be responsible to collect said reimbursements, nor shall the City be in any way liable for said amounts.
6. Developer further indemnifies and agrees to hold the City harmless from any claim, action or responsibility whatsoever to recover any such reimbursements.

Attached hereto is a copy of the plat which shows the location of the above improvements, and a copy of the paid receipts, canceled checks, and/or the contractor's invoice to appropriately document the construction costs.

**REIMBURSEMENT AMOUNT(S)**

Improvement Units:	Authorized Reimbursement Amount: (Price is for one side of street only)
(a) Water Line: _____ feet	\$ _____ foot
(b) Sewer Line: _____ feet	\$ _____ foot
(c) Irrigation Line: _____ feet	\$ _____ foot
(d) Storm Drain: _____ feet	\$ _____ foot

**HEBER CITY:**

BY: \_\_\_\_\_  
Kelleen Potter, Mayor

ATTEST:

\_\_\_\_\_  
Trina Cooke, Recorder

**DEVELOPER:**

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

*(Printed Name)*

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

: ss.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me \_\_\_\_\_, the landowner of the property described in the above document and duly acknowledged to me that they executed the same.

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