

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

THIS AGREEMENT is entered into this 16 day of November, 2011, by and between Heber City, and Blue Ox, hereinafter referred to as "Developer".

WHEREAS, the Developer has annexed certain property into Heber City and has certain obligations regarding said annexed property as described in the Blue Ox Development Annexation Agreement dated January 28, 2009 and described in Exhibit A; and

WHEREAS, one obligation in said annexation agreement is the construction of a sewer line to serve said property, including a segment that runs under Highway 40 at approximately 750 North, as shown in Exhibit B; and

WHEREAS, the Developer and City are each equally responsible for fifty (50%) percent of the cost of said segment and there is significant cost savings to both the City and Developer to have said segment constructed by the Elmbridge Development to the west at this time rather than wait until said annexed property develops; and

WHEREAS, Developer is unable to pay its full fifty (50%) percent share of the said sewer line segment and City has agreed to advance the unpaid portion of the developers cost until Developer or its successor or assign can reimburse the unpaid amount;

NOW, THEREFORE, the parties hereby agree as follows:

1. City will effectuate, and cause to be constructed, an off-site 18-inch sewer line, located at approximately 750 North Highway 40, Heber City, Utah, and have said improvement installed to City Standards.
2. Developer, or its successor or assign, will reimburse to the City an amount of \$7,000.00, which represents the Developer's unpaid amount of the above described obligation.
3. This Agreement will remain in effect and shall run with the land until the said reimbursement is paid in full.
4. The City shall not give final development approval on the annexed property, nor record any lots or portions of lots, nor approve any building permits until said reimbursement is paid in full.
5. The Developer, its successor or assign, or any such successors or assigns shall be responsible for the reimbursement to the City and administer the same solely, regardless of whether future property owners connect onto the improvements, and shall be jointly and severally liable for said amount. Developer is required to provide written notification to any such immediate successor or assign of the terms and requirements of this Agreement, and shall verify such notification with the City.
6. Developer agrees to indemnify and to hold the City harmless from any claim, action or responsibility whatsoever in connection with this matter.
7. This Agreement shall be recorded in the office of the Wasatch County Recorder.
8. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy

shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

- 9. Time is of the essence of this Agreement. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.

Attached hereto is a drawing showing the location of the above improvement, and a copy of the paid contractor's invoice to document the construction cost.

HEBER CITY:

BY: [Signature]  
David R. Phillips, Mayor



[Signature]  
Heather M. Cooper, City Recorder

DEVELOPER:

BY: Aaron Robertson  
[Signature]  
(Printed Name)

COMPANY: Blue Ox Development  
ADDRESS: 614 N Yellowstone Hwy  
Reynolds ID 83440

PHONE: 208-356-7074

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

STATE OF Idaho )  
COUNTY OF Madison : ss.

On the 16<sup>th</sup> day of November, 2011, personally appeared before me Aaron Robertson, the landowner of the property described in the above document and duly acknowledged to me that they executed the same.

Tamara J Cooper  
TAMARA J. COOPER, NOTARY PUBLIC  
Notary Public, State of Idaho  
My Commission Expires Jan. 24, 2012

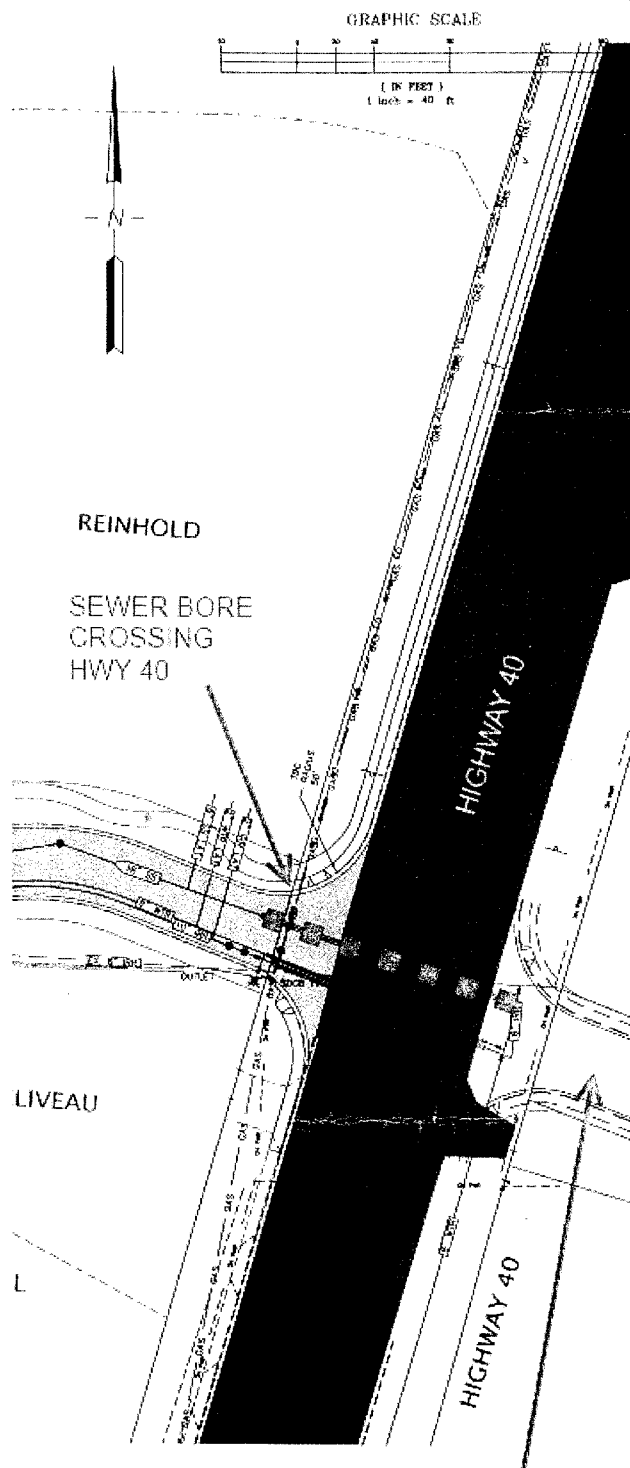
## EXHIBIT A

### Blue Ox Annexation

COMMENCING AT A FOUND INASATCH COUNTY BRASS CAP MONUMENT REPRESENTING THE NORTH ONE-QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG THE SECTION LINE SOUTH 89°31'51" WEST 1229.51 FEET; THENCE SOUTH 1691.34 FEET TO THE TRUE POINT OF BEGINNING (BASIS OF BEARING; SOUTH 89°31'51" WEST BETWEEN FOUND WASATCH COUNTY BRASS CAP MONUMENTS REPRESENTING THE NORTH ONE-QUARTER AND NORTHWEST CORNERS OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN); AND RUNNING THENCE SOUTH 267.28 FEET ALONG THE APPARENT EAST PROPERTY LINE OF THE HEBER NORTH MAIN PROJECT, LLC. PROPERTY (ENTRY NUMBER 313905 OF THE OFFICIAL RECORDS OF WASATCH COUNTY) TO THE NORTH PROPERTY LINE OF THE PROBST TRUST PROPERTY (ENTRY NUMBER 319386 OF THE OFFICIAL RECORDS OF WASATCH COUNTY); THENCE ALONG SAID PROBST TRUST NORTH PROPERTY UNE WEST 779.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40 AS EVIDENCED BY FOUND RIGHT OF WAY MONUMENTS; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 16°27'05" EAST 286.41 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF THE MWE VALLEY HILLS LLC PROPERTY; SAID SOUTH PROPERTY LINE BEING THE COMMON LINE OF A BOUNDARY UNE AGREEMENT RECORDED AS ENTRY NUMBER 298810 OF THE OFFICIAL RECORDS OF WASATCH COUNTY; THENCE SOUTH 89°23'36" EAST ALONG SAID SOUTH PROPERTY LINE 698.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.60 ACRES.

# EXHIBIT B



PROJECT NO. 09-003	PROJECT NAME ELMBRIDGE RESIDENTIAL DEVELOPMENT	CITY/COUNTY ENGINEER APPROVAL	REVISIONS	DRAWN BY	DATE
SHEET NO. C-1-2	SHEET NAME OVERALL UTILITY PLAN	<i>[Signature]</i> 8-14-07	DATE/ITEM	DATE/ITEM	DATE/ITEM
		APPROVED BY:	DATE/ITEM:	DATE/ITEM:	DATE/ITEM:
		REVISIONS:	DATE/ITEM:	DATE/ITEM:	DATE/ITEM:
		DESIGNED BY:	DATE/ITEM:	DATE/ITEM:	DATE/ITEM:
		CHECKED BY:	DATE/ITEM:	DATE/ITEM:	DATE/ITEM:
		APPROVED BY:	DATE/ITEM:	DATE/ITEM:	DATE/ITEM:

Summit Engineering Group Inc.  
Structural • Civil • Surveying

