

ZONE CHANGE AGREEMENT
TINGEY AND GLASS PROPERTIES

THIS AGREEMENT is entered into this 13th day of July, 2017, by and between Heber City (the "City") and Phil Glass and Tingey Real Estate, a Utah Limited Partnership (the "Petitioner(s)").

WHEREAS, Petitioners have submitted a petition to amend the Zoning Map to rezone the properties described in Exhibit A to PCMU Planned Community Mixed Use; and

WHEREAS, the City finds the rezoning of this property is consistent with the General Plan; and

WHEREAS, the City finds certain conditions are needed to implement the intent of the General Plan in ensuring orderly and compatible land use along the perimeter of the City,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Within 400 feet of the western right of way line of Mill Road, development of the properties shall be consistent with the following:
 - a. The land use shall include only detached single family dwellings developed at no more than four (4) units per acre gross, trails and/or open space;
 - b. Dwellings shall be constructed no more than 2 stories in height;
 - c. New dwellings shall not establish driveway access to Mill Road;
2. At the time of development or redevelopment of the properties, each petitioner shall dedicate and construct along their respective Mill Road street frontages, a minimum 10-foot wide concrete off-street trail within a minimum 30-foot wide landscaped berm area along Mill Road, though the City may consider a narrower width for the landscaped area for localized hardship situations;
3. Any master plan, and recorded plat of these properties shall incorporate these conditions into its design, and shall become covenants that run with the land;
4. Upon development of their respective properties, Petitioners agree to construct and dedicate public streets as identified in the current Street Master Plan and to improve and dedicate

their respective Mill Road street frontages to meet current city street standard;

5. Once this agreement is signed by the respective parties with the requisite authority to bind the City and the Petitioner it shall be recorded with Wasatch County Recorder. Thereafter the Zone Change Ordinance will be executed by Heber City and these obligations will become binding upon the parties.
6. This agreement and the attached Exhibits contain the entire agreement between the parties and no statements, promises or inducements made by either party shall be binding unless modified by a written document approved by both parties.
7. This agreement shall be a covenant running with the land and shall be binding upon the parties until time of sale as recorded in the county records and then upon their assigns and successors in interest.
8. This agreement shall not be enforceable by 3rd parties.
9. In the event there is a failure to perform any of the obligations of this agreement and it becomes necessary for either party to employ the services of an attorney, whether such attorney is inside counsel or private counsel, either with or without litigation, on appeal or otherwise, the prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees and any costs and expenses incurred to enforce this agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this 21 day of JUNE, 2017.

HEBER CITY:

By: Alan McDonald
Alan McDonald, Mayor

ATTEST:

Michelle X. Vest
Heber City Recorder



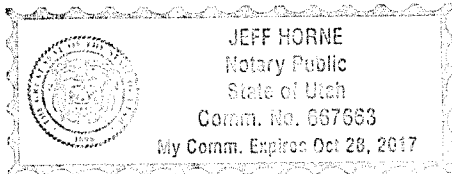
Petitioner:

By: Earl C. Tingey, General Partner
Tingey Real Estate, a Utah Limited Partnership

STATE OF UTAH)
 Davis : ss.
COUNTY OF ~~WASATCH~~)

On this 27 day of April, 2017, personally appeared before me the above named authorized representative of Petitioner, who duly acknowledged to me that Petitioner is the owner in fee of the land described herein and executed the same as such.

Jeff Horne
NOTARY PUBLIC



Petitioner:

By: _____
Phil Glass

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2017, personally appeared before me the above named authorized representative of Petitioner, who duly acknowledged to me that Petitioner is the owner in fee of the land described herein and executed the same as such.

NOTARY PUBLIC

EXHIBIT A: LEGAL DESCRIPTIONS

GLASS PROPERTY

Serial Number: OHE-2019-0-008-045

Beginning at a point 40 feet West and 330 feet South of the Northeast corner of the Southeast quarter of Section 8, Township 4 South, Range 5 East, Salt Lake Meridian; and running thence South 390 feet; thence West 1280 feet, thence North 720 feet; thence East 620 feet; thence South 330 feet; thence East 660 feet to the point of beginning.

TINGEY PROPERTIES

Serial Numbers: OHE-1609-2-008-045

OHE-2005-0-008-045

OHE-2013-0-008-045

PARCEL 1: BEGINNING at a point which is North $0^{\circ}25'29''$ West 1164.21 feet from the East Quarter Corner of Section 8, Township 4 South, Range 5 East of the Salt Lake Base and Meridian; thence South $89^{\circ}51'48''$ West 1016.65 feet; thence North $0^{\circ}14'09''$ West 160.0 feet along a fence line; thence North $89^{\circ}15'48''$ East 1016.122 feet along a second fence line; thence South $0^{\circ}25'29''$ East 160.0 feet along a third fence line to the point of beginning. Contains 3.733 acres.

PARCEL 2: BEGINNING at the East Quarter Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North $89^{\circ}55'02''$ West 1020.50 feet along a fence line; thence North $0^{\circ}14'09''$ West 263.5 feet along a second fence line; thence South $89^{\circ}55'03''$ East 1019.63 feet; thence South $0^{\circ}25'29''$ East 263.5 feet along a third fence line to the point of beginning. Contains 6.170 acres.

BEGINNING at a point 62.5 rods West of the Northeast corner of Section 8, Township 4 South, Range 5 East of the Salt Lake Base and Meridian, and running thence West 17.5 rods; thence South 200 feet; thence West, 40 rods; thence South 2440 feet; thence East 57.5 rods; thence North 160 rods to the place of beginning.

ZONE CHANGE AGREEMENT
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IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this 21 day of JUNE, 2017.

HEBER CITY:

By: *Alan McDonald*
Alan McDonald, Mayor

ATTEST:

Michelle K. Vest
Heber City Recorder



Petitioner:

By: _____
Earl Tingey

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2017, personally appeared before me the above named authorized representative of Petitioner, who duly acknowledged to me that Petitioner is the owner in fee of the land described herein and executed the same as such.

NOTARY PUBLIC

Petitioners: Trustees for the Revocable Living Trust for Phillip D. Glass and Dorothy J. Glass

By: Phillip D. Glass Trustee Date: 5/17/17
Phillip D. Glass

By: Dorothy J. Glass Trustee Date: 5-17-2017
Dorothy J Glass

State of Washington)
 : ss.
County of Chelan)

On this 17th day of May, 2017, personally appeared before me the above named authorized Petitioners, who duly acknowledged to me that the Petitioners are the owners in fee of the land described herein and executed the same as such.

Ricardo Zepeda commission exp: 4-10-2019
NOTARY PUBLIC



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