

**AMENDMENT TO ANNEXATION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND ("AMENDMENT")**

(RITCHIE/BASSETT ANNEXATION)

THIS AMENDMENT entered into this 21st day of March, ~~2018~~ 2019 by and between Heber City, hereinafter referred to as "City" and the undersigned as "Developer".

WHEREAS, Developer and City entered into the Ritchie/Bassett Annexation Agreement on November 28, 2015, recorded in book 1148, page 592-611 as entry number 419768 in the Wasatch County Recorder's Office, hereinafter referred to as the "Agreement" and illustrated in Exhibit D.

WHEREAS, Developer has approximately 30 acres of land that is located within the MURCZ Zone;

WHEREAS, circumstances have changed since the Agreement occurred, namely the Developer has acquired adjoining properties with three different zoning designations, the City has rezoned a portion of the Developer's properties from PCMU Planned Community Mixed Use to the PC Planned Community Zone and fence line agreements with adjoining property owners have modified property boundaries;

WHEREAS, development of the properties under four different zoning designations will result in an in-cohesive and illogical development pattern;

WHEREAS, the City and Developer desire to promote a quality mixed use development with a robust commercial area;

WHEREAS, the City and Developer desire to promote quality housing, a mixture of ownership and rental housing products and minimize the potential for overcrowding;

WHEREAS, Developer and City desire for the properties to be developed within one zoning designation that will better facilitate economic development and the purposes and objectives of the General Plan;

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment clarifies, defines, determines and establishes all zoning rights of the Development, Property or Project associated with the Land pertaining to the same, described in Paragraph "2a" of the Agreement as illustrated in Exhibit D of this Amendment, and shall govern with regard to zoning rights. The zoning and density described herein, together with all other aspects of this Amendment shall become vested rights with the execution of this Amendment and cannot be altered, enlarged or modified without written consent of both parties.
2. This Amendment shall be applicable on all parcels described in Exhibit B, and graphically illustrated in Exhibit C.

3. Single family dwellings, attached town homes not exceeding 35 feet in height, or open space shall be located adjacent to existing single family homes.
4. Developer agrees to provide a minimum of 3.5 acres of land as for-sale residential product contiguous from the existing residential on 550 East from thence to the west and north.
5. Developer agrees to provide a day and night time gathering place for a minimum 300 people along the open space, the details of which will be defined.
6. Developer agrees that residential density in New London Master Plan shall be capped at 600 units; if Developer cannot induce a viable grocery store, or through working together with the City, cannot find a viable alternative to a grocery anchor, the maximum residential density shall be 800 units, regardless of any future zoning designation of the Property. Residential units may be multifamily or single family as determined by Developer.
7. Developer agrees to release and indemnify the City from any and all liability, including but not limited to any and all allegations of, or for contract breach of the Agreement.
8. Developer agrees that at least 10 acres will be developed as commercial use.
9. City agrees to make application for a signalized UDOT intersection for the east and west bypass road. When UDOT has granted approval of the signalized intersection, Developer agrees to prioritize the pursuit of all commercial development opportunities. The master plan may be amended to accommodate the Bypass alignment, so long as the alignment is acceptable to UDOT, does not adversely affect the commercial strength of the Development, and is satisfactory to the City Council.
10. City agrees to take 750 North off of its Capital Facilities Plan and will communicate to UDOT that the eastern bypass road will be the access point to Highway 40 in the area.
11. City will finalize and execute Ordinance 2018-62 that changes property designation to MURCZ for the parcels listed in Exhibit B and shown graphically in Exhibit C.
12. City and Developer will complete a fence-line line agreement regarding mutual property lines.
13. This Amendment is not enforceable by third parties. The parties' assigns and successors in interest shall not be considered third parties.
14. Any provisions of the Agreement not amended or changed by this Amendment shall remain binding upon all Parties and of full effect.
15. In the event there is a Failure to Perform under this Amendment 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 Amendment.
16. This Amendment contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Amendment shall be valid or binding; and this

Amendment may not be enlarged, modified or altered except in writing approved by the parties.

- 17. Time is of the essence of this Amendment. 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 Amendment, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Amendment.
- 18. This Amendment shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest and shall be recorded with the Wasatch County Recorder. 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, including but not limited to future City Councils, except as expressly stated herein. Nothing in this Agreement shall be construed to create any partnership, joint venture, or fiduciary relationship between the parties.

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 March, 2018

HEBER CITY:

By: Kelleen Potter
Kelleen Potter, Mayor



ATTEST:

Trina N. Wolfe
Heber City Recorder

OWNER, (INSERT NAME)

By: _____
Owner/Manager

STATE OF UTAH)

: ss.

COUNTY OF WASATCH)

On this _____ day of _____, 2018, personally appeared before me the above

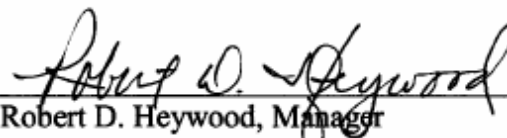
↓ Next Page 7

OWNER, Valley Hills LLC

By: MWE-Valley Hills, LLC
By: Mt. West Enterprises, LLC, Manager

By: 
David M. Nelson, Manager

By: TRG Holdings, LLC
By: The Ritchie Group, LC, Manager

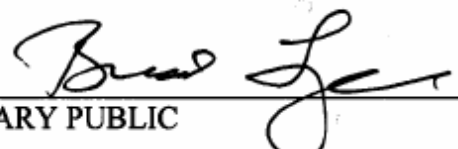
By: 
Robert D. Heywood, Manager

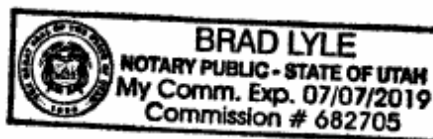
STATE OF UTAH)

: ss.

COUNTY OF WASATCH)

On this 28 day of March, 2019, personally appeared before me the above named DAVID M. NELSON, who duly acknowledged to me that he is the manager of the owner in fee and executed the same as such.


NOTARY PUBLIC

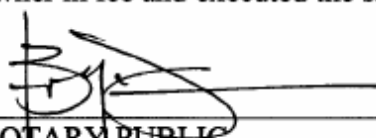


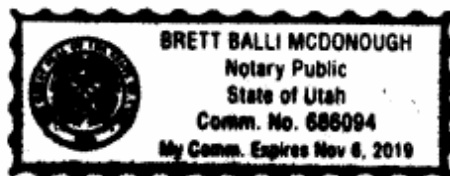
STATE OF UTAH)

: ss.

COUNTY OF WASATCH)

On this 28 day of MARCH, 2019, personally appeared before me the above named ROBERT D. HEYWOOD, who duly acknowledged to me that he is the manager of the owner in fee and executed the same as such.


NOTARY PUBLIC



named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

NOTARY PUBLIC

EXHIBIT: LEGAL DESCRIPTIONS B

Parcel 00-0020-8452

BEGINNING AT A POINT THAT LIES SOUTH 89°31'51" WEST 1229.54 FEET, ALONG THE SECTION LINE, AND SOUTH 1691.46 FEET FROM THE NORTH ONE-QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING LOCATED ON A LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY 298810, IN THE OFFICIAL WASATCH COUNTY RECORDS, AND RUNNING THENCE SOUTH 267.17 FEET; THENCE WEST 334.85 FEET; THENCE SOUTH 00°00'17" EAST 43.40 FEET TO A POINT ON AN EXISTING FENCE LINE AND BOUNDARY LINE AGREEMENT RECORDED AS ENTRY 435517 AND 435518 IN THE OFFICIAL WASATCH COUNTY RECORDS; THENCE ALONG SAID FENCE LINE AND BOUNDARY LINE AGREEMENT, THE FOLLOWING 2 COURSES: 1) NORTH 88°35'42" WEST 187.25 FEET; 2) NORTH 89°02'11" WEST 270.00 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF US HIGHWAY 40; THENCE NORTH 16°27'22" EAST 322.10 FEET, ALONG SAID HIGHWAY RIGHT OF WAY, TO A POINT ON A LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT, RECORDED AS ENTRY 298810, IN THE OFFICIAL WASATCH COUNTY RECORDS; THENCE SOUTH 89°23'19" EAST 700.80 FEET, ALONG SAID BOUNDARY LINE AGREEMENT, TO THE POINT OF BEGINNING.

Parcel 00-0021-2302

BEGINNING AT A POINT THAT LIES SOUTH 89°31'51" WEST 1229.54 FEET, ALONG THE SECTION LINE, AND SOUTH 1691.46 FEET FROM THE NORTH ONE-QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING LOCATED ON A LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY 298810, IN THE OFFICIAL WASATCH COUNTY RECORDS, AND RUNNING THENCE SOUTH 267.17 FEET; THENCE WEST 334.85 FEET; THENCE SOUTH 00°00'17" EAST 43.40 FEET TO A POINT ON AN EXISTING FENCE LINE AND BOUNDARY LINE AGREEMENT RECORDED AS ENTRY 435517 AND 435518 IN THE OFFICIAL WASATCH COUNTY RECORDS; THENCE ALONG SAID FENCE LINE AND BOUNDARY LINE AGREEMENT, THE FOLLOWING 2 COURSES: 1) NORTH 88°35'42" WEST 187.25 FEET; 2) NORTH 89°02'11" WEST 270.00 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF US HIGHWAY 40; THENCE NORTH 16°27'22" EAST 322.10 FEET, ALONG SAID HIGHWAY RIGHT OF WAY, TO A POINT ON A LINE DESCRIBED IN A BOUNDARY LINE AGREEMENT, RECORDED AS ENTRY 298810, IN THE OFFICIAL WASATCH COUNTY RECORDS; THENCE SOUTH 89°23'19" EAST 700.80 FEET, ALONG SAID BOUNDARY LINE AGREEMENT, TO THE POINT OF BEGINNING.

00-0021-1532

BEGINNING AT A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40 WHICH POINT IS NORTH 89°31'34" EAST ALONG THE SECTION LINE 967.135 FEET AND SOUTH 946.26 FEET FROM THE NORTH WEST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THENCE EAST 484.67 FEET, THENCE SOUTH 741.20 FEET TO A POINT IN A FENCE LINE; THENCE NORTH 89°23'36" WEST 701.02 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, THENCE ALONG SAID RIGHT-OF-WAY AND ALONG A LINE 100 FOOT EAST AND PARALLEL TO A FENCE LINE NORTH 16°25'30" EAST ALONG SAID RIGHT-OF-WAY LINE 765.00 FEET TO THE POINT OF BEGINNING.

Parcel 00-0021-2303

BEGINNING AT A POINT THAT LIES NORTH 89°31'49" EAST 1116.67 FEET ALONG THE SECTION LINE AND SOUTH 1955.90 FEET FROM THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE EAST A DISTANCE OF 334.85 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH A DISTANCE OF 267.03 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE VALLEY HILLS, LLC PARCEL AS REFERENCED BY ENTRY 420664 ON FILE IN THE OFFICE OF THE WASATCH COUNTY RECORDER; THENCE ALONG SAID SOUTH BOUNDARY THE FOLLOWING TWO COURSES: 1) SOUTH 89°23'04" EAST A DISTANCE OF 760.94 FEET AND 2) SOUTH 89°11'49" EAST A DISTANCE OF 137.03 FEET; THENCE SOUTH 01°02'40" WEST A DISTANCE OF 323.22 TO A POINT ON A FENCE LINE BEING THE APPEARANT LINE OF OCCUPATION BETWEEN THE ANNETT A. PROBST TRUST AND DUKE FARMS, INC. PARCELS; THENCE ALONG SAID FENCE LINE THE FOLLOWING TWO COURSES: 1) NORTH 88°18'27" WEST A DISTANCE OF 248.64 FEET AND 2) NORTH 89°25'46" WEST A DISTANCE OF 369.87 FEET TO A FENCE POST MONUMENTING THE NORTHEAST CORNER OF THE WASATCH COUNTY SCHOOL DISTRICT PARCEL; THENCE ALONG A SAID SCHOOL DISTRICT FENCE LINE NORTH 88°54'00" WEST A DISTANCE OF 608.59 FEET; THENCE NORTH 00°00'17" WEST A DISTANCE OF 43.53 FEET TO THE POINT OF BEGINNING.

PART OF TAX ID NO.: OHE-2087

Less and accepting the following tracts of land:

BEGINNING AT A POINT THAT LIES NORTH 89°31'49" EAST 1116.67 FEET ALONG THE SECTION LINE AND SOUTH 1955.90 FEET AND SOUTH 00°00'17" EAST 36.67 FEET FROM THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 89°12'00" EAST 1,227.21 FEET, THENCE SOUTH 01°02'40" WEST 12.44 FEET; THENCE NORTH 88°18'27" WEST 248.64 FEET; THENCE NORTH 89°25'46" WEST 369.87 FEET; THENCE NORTH 88°54'00" WEST 608.59 FEET; THENCE NORTH 00°00'17" WEST 6.86 FEET TO THE POINT OF BEGINNING.

Also less and accepting:

BEGINNING AT A POINT WHICH IS SOUTH 26.16 CHAINS AND NORTH 89°12' WEST 200 FEET AND NORTH 89°12' WEST 630.13 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°12' WEST 418.67 FEET; THENCE SOUTH 264.18 FEET; THENCE EAST 415.02 FEET; THENCE NORTH 00°48' EAST 258.36 FEET TO THE POINT OF BEGINNING.

TAX ID NO.: OHE-2086

Parcel 00-0021-1533

Beginning at a point which is South 26.16 chains and North 89°12' West 200 feet and North 89°12' West 630.13 feet from the Northeast corner of the Northwest quarter of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian, thence North 89°12' West 418.67 feet; thence South 264.18 feet; thence East 415.02 feet; thence North 00°48' East 258.36 feet to the point of beginning.

Tax ID No.: OHE-2086

00-0021-1560

BEGINNING AT A POINT THAT LIES SOUTH 7.08 FEET AND WEST 2227.63' AND SOUTH 01°20'03" WEST 1162.23 FEET FROM FOUND MONUMENT REPRESENTING THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; (BASIS OF BEARINGS FOR FOLLOWING LEGAL DESCRIPTION WAS ESTABLISHED AS SOUTH 89° 44'40" WEST BETWEEN THE FOUND NORTH ONE QUARTER AND NORTHEAST CORNER OF SAID SECTION)

THENCE SOUTH 01°20'03" WEST A DISTANCE OF 72.02 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 139.79 FEET;
THENCE SOUTH 01°51'26" WEST A DISTANCE OF 489.95 FEET;
THENCE NORTH 89°30'31" WEST A DISTANCE OF 132.12 FEET;
THENCE NORTH 89°12'21" WEST A DISTANCE OF 574.60 FEET;
THENCE NORTH 89°23'36" WEST A DISTANCE OF 760.86 FEET;
THENCE NORTH A DISTANCE OF 741.20 FEET;

THENCE WEST A DISTANCE OF 484.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE FOR US HIGHWAY 40. THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 3 COURSES;

- 1) NORTH 16°25'30" EAST A DISTANCE OF 11.22 FEET;
- 2) NORTH 12°21'33" EAST A DISTANCE OF 340.07 FEET;
- 3) NORTH 10°18'39" EAST A DISTANCE OF 188.51 FEET;

THENCE SOUTH 78°34'56" EAST A DISTANCE OF 579.26 FEET TO A POINT ON A LINE OFFSET 20 FEET FROM A WETLAND DELINIATION LINE. THENCE ALONG SAID LINE THE FOLLOWING 13 COURSES;

- 1) SOUTH 52°56'48" EAST A DISTANCE OF 135.81 FEET;
- 2) SOUTH 47°44'19" EAST A DISTANCE OF 375.25 FEET;
- 3) NORTH 86°53'04" EAST A DISTANCE OF 69.60 FEET;
- 4) SOUTH 62°03'50" EAST A DISTANCE OF 95.03 FEET;
- 5) SOUTH 36°47'19" EAST A DISTANCE OF 47.69 FEET;
- 6) SOUTH 44°04'33" EAST A DISTANCE OF 6.16 FEET;
- 7) SOUTH 52°52'53" EAST A DISTANCE OF 83.04 FEET;
- 8) NORTH 88°08'54" EAST A DISTANCE OF 43.27 FEET;
- 9) SOUTH 45°56'52" EAST A DISTANCE OF 161.29 FEET;
- 10) SOUTH 82°58'40" EAST A DISTANCE OF 39.10 FEET;
- 11) SOUTH 63°34'43" EAST A DISTANCE OF 149.28 FEET;
- 12) NORTH 59°19'00" EAST A DISTANCE OF 44.11 FEET;
- 13) NORTH 68°55'21" EAST A DISTANCE OF 46.43 FEET;

THENCE EAST A DISTANCE OF 380.41 FEET TO THE POINT OF BEGINNING,

PARCEL CONTAINS AN AREA OF 1,407,329.06 SQUARE FEET, 32.308 ACRES

Parcel 00-0005-7526 (Western portion of parcel as depicted in Exhibit C)

BEGINNING AT A POINT LOCATED **SOUTH 1968.69 FEET AND EAST 19.31 FEET** FROM THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 2030.82 FEET; THENCE SOUTH 17° WEST 31.68 FEET; THENCE SOUTH 89°12' EAST 2110.52 FEET; THENCE NORTH 02° EAST 73.26 FEET; THENCE WEST 71.58 FEET; THENCE **SOUTH 05°06'56" WEST 13.50 FEET** TO THE POINT OF BEGINNING.

EXHIBIT C: PARCEL LOCATIONS



EXHIBIT D: AGREEMENT: RITCHIE/BASSETT ANNEXATION

ANNEXATION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
(RITCHIE/BASSETT ANNEXATION)

THIS AGREEMENT entered into this 28th day of November, 2015, by and between Heber City, hereinafter referred to as "City" and the undersigned petitioners, as "Petitioners".

WHEREAS, the Petitioners have proposed annexation of 94.8 +/- acres into Heber City as shown on Exhibit A; and

WHEREAS, the Planning Commission has reviewed the proposed annexation and has recommended approval of the proposed annexation with conditions.

NOW, THEREFORE, the parties hereby agree as follows:

1. **PETITIONERS INDIVIDUAL OBLIGATION**

a) The Petitioners own land independent of each other. Each property owner, party to this Agreement as one of the Petitioners, shall be responsible for dedication and improvement of facilities on its own property.

2. **ZONING**

- a) Properties within the annexation area shall be zoned consistent with the Heber City General Plan Land Use Map as shown in Exhibit D, which includes the Planned Community Mixed Use Zone (PCMU) and the Mixed Use Residential Commercial Zone (MURCZ);
- b) Development shall avoid the wetland area identified in Exhibit E except that the wetland area may be enhanced or improved to include public amenities such as a walking trail. Further, the configuration of the wetland area may be altered, but the amount of total acreage shall remain unchanged from the wetland depicted in Exhibit E.
- c) The wetland may fulfill open space requirements only for developers that own fee simple title to the wetland area.
- d) The wetland area is a jurisdictional wetland and shall be maintained as such, and may be enhanced only as allowable by law.

3. **WATER RIGHTS**

a) Petitioners shall, prior to plat recordation for residential development and prior to being issued a building permit for non-residential development, transfer to the City any required

water rights necessary for development of their property as calculated by the City;

4. **CULINARY WATER**

- a) The Heber City Capital Facility Plan identifies future culinary water line approximate locations needed to service properties within the annexation as shown in Exhibit F.
- b) At the time of development of any of the respective properties, Petitioners shall construct or grant an easement and allow to be constructed within their respective properties, the 12-inch culinary water line identified as W-007 in Exhibit F, connecting the existing water line at 550 East to a point at U.S. Highway 40, and from that point, north along U.S. Highway 40, to the northern boundary of the annexation properties. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the water line above the standard 8-inch diameter. Also, Petitioners shall construct and loop any additional onsite water lines needed to serve their developments and bring water from existing facilities.

5. **SEWER**

- a) The Heber City Capital Facility Plan identifies future sewer line approximate locations needed to serve properties within the annexation as shown in Exhibit G.
- b) At the time of development of any of the respective properties, Petitioners shall construct or grant an easement and allow to be constructed within their respective properties, the 18-inch sewer line, connecting the existing sewer line located on the east side of U.S. Highway 40 north along U.S. Highway 40 to the northern boundary of the annexation properties identified as S-005 in Exhibit G. Heber City will participate in said construction with Impact Fees to pay for the cost of upsizing the sewer line above 8-inch diameter. Also, Petitioners shall construct any additional onsite or offsite sewer lines needed to serve their developments and connect sewer to existing facilities.
- c) In order to increase existing sewer capacity and to provide service to the annexation area, Heber City has commenced construction of the so-called Northwest Sewer Improvement Project. Development of any portion of the annexation area is contingent upon Heber City having adequate sewer capacity for the increased demand. Therefore, if development of any portion of the annexation area creates demand beyond the

available sewer capacity, that portion of development shall be contingent upon the completion of the Northwest Sewer Improvement Project.

6. **STREETS**

- a) The Heber City Capital Facility Plan identifies future street locations needed to serve properties within the annexation as shown in Exhibit H. Required street construction and dedication includes all surface and subsurface improvements, storm drain facilities, as well as all underground utilities;
- b) At the time of development of the Petitioner's respective properties, Petitioners shall dedicate and improve the so-called eastern by-pass road to a minimum 72-foot right-of-way, Major Collector Standard, identified as T-058 in Exhibit H. Development of the eastern by-pass road may occur in phases as market conditions drive development. However, Petitioner shall dedicate any portion of the unfinished eastern by-pass road connecting 550 East to U.S. Highway 40 by October 15, 2022 or earlier upon request of Heber City. If other parties construct the road, or any portion of the road, petitioners agree to reimburse that party when their respective property is developed.
- c) At the time of development of their respective properties, Petitioners shall dedicate and improve on their respective properties the 66-foot right-of-way, Minor Collector Standard, identified as T-010 in Exhibit H; for clarification, T-010 shall avoid crossing the jurisdictional wetland area by intersecting with T-058 at two points as indicated on Exhibit H.1.
- d) At the time of development of their respective properties, Petitioners shall dedicate and improve on their respective properties the 72-foot right-of-way, Major Collector Standard, identified as T-054 in Exhibit H; for clarification, T-054 shall intersect with T-010 as indicated on Exhibit H.1.
- e) As properties develop or redevelop, Petitioners shall improve their respective property's existing street frontage along U.S. Highway 40 to current standards, including right-of-way dedication, curb and gutter, storm drain system, sidewalk, asphalt widening, underground utilities, and asphalt overlay of the existing asphalt;
- f) Intersections of streets shall be located similar to that shown in Exhibit H.1., including the Free Right-hand turn movement and a Thru Intersection as shown in Exhibit H.1.

7. **PARKS AND TRAILS**

- a) The Heber City Capital Facility Plan identifies future park and trail locations needed to serve properties within the annexation as shown in Exhibit I;
- b) At the time of development of the properties, Petitioners shall dedicate and construct along their respective U.S. Highway 40 frontages and shown as P-041 on Exhibit I, a minimum 10-foot wide off-street trail within a 20-foot wide landscaped area, though the City may consider a narrower width for the landscaped area for commercial viability situations. If UDOT will consent, its right-of-way shall be used for any part of the 20-foot wide landscaped area including the trail.
- c) At the time of development of the properties, Petitioners shall dedicate and construct on their respective properties, the off-street trails shown as P-034 and P-058 on Exhibit I;

8. **PRESSURIZED IRRIGATION**

- a) At the time of development of their respective properties, Petitioners shall construct on their respective properties, the 10 inch pressurized irrigation lines identified as P-011 and P-012 as identified on Exhibit J.
 - b) Petitioners shall construct onsite pressurized irrigation lines needed to serve their developments, loop, and connect to existing facilities.
9. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties;
10. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder;
11. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either 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 prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such

reasonable costs and expenses as are incurred in enforcing 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 15 day of DECEMBER, 2015.

HEBER CITY:

By: *Alan McDonald*
Alan McDonald, Mayor

ATTEST:

Michelle V. Limón
Heber City Recorder



OWNER, MWE VALLEY HILLS, LLC

By: *Dawson Nelson*
Title: Manager MWE Valley Hills, LLC

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 15 day of December, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

Brad Lyle
NOTARY PUBLIC



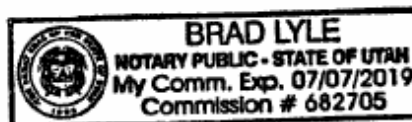
OWNER, RITCHIE ENTERPRISES, LP
By: Hamilton Finance, Inc., General Partner

By: Robert D. Heywood
Title: Vice President

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 15 day of December, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

Brad Lyle
NOTARY PUBLIC
OWNER, RICHARD F. BASSETT FAMILY TRUST



By: _____
Karen E. Bassett, Trustee

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that she is the owner in fee and executed the same as such.

On this _____ day of _____, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

NOTARY PUBLIC

OWNER, RITCHIE ENTERPRISES, LP
By: Hamilton Finance, Inc., General Partner

By: _____
Title: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such.

NOTARY PUBLIC
OWNER, RICHARD F. BASSETT FAMILY TRUST

By: Karen E. Bassett, trustee
Karen E. Bassett, Trustee

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 16 day of DECEMBER, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that she is the owner in fee and executed the same as such.

Jennifer Balls
NOTARY PUBLIC



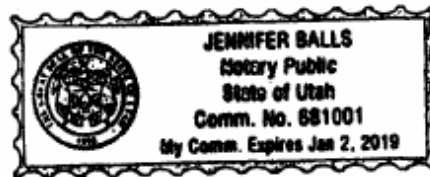
OWNER, KAREN E. BASSETT FAMILY TRUST

By: Karen E. Bassett, Trustee
Karen E. Bassett, Trustee

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

On this 16 day of DECEMBER, 2015, personally appeared before me the above named Owner, who duly acknowledged to me that she is the owner in fee and executed the same as such.

Jennifer Balls
NOTARY PUBLIC



OWNER, KAREN E. BASSETT

Karen E. Bassett

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

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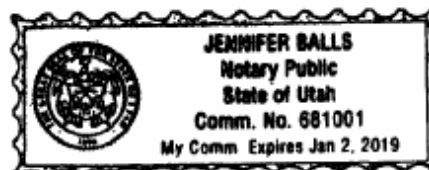


EXHIBIT A: PROPOSED ANNEXATION PLAT

1	100' x 100'
2	100' x 100'
3	100' x 100'
4	100' x 100'
5	100' x 100'
6	100' x 100'
7	100' x 100'
8	100' x 100'
9	100' x 100'
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11	100' x 100'
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39	100' x 100'
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41	100' x 100'
42	100' x 100'
43	100' x 100'
44	100' x 100'
45	100' x 100'
46	100' x 100'
47	100' x 100'
48	100' x 100'
49	100' x 100'
50	100' x 100'

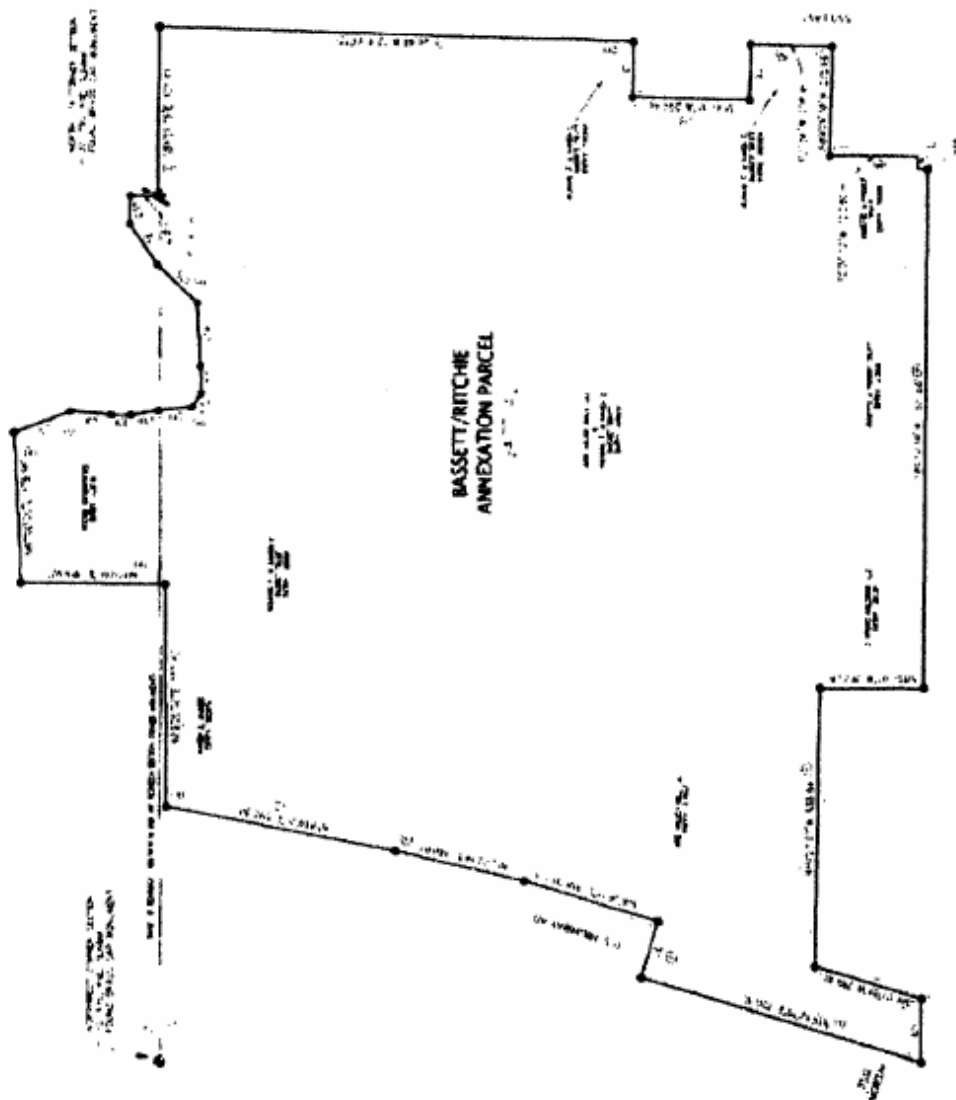
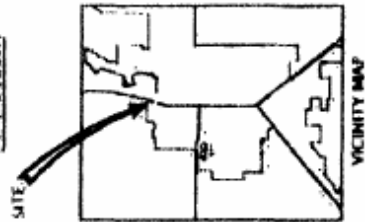


EXHIBIT B: LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 5.20 FEET AND WEST 2.64 FEET FROM THE NORTH ONE QUARTER CORNER FOR SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE:

SOUTH 89°59'19" EAST A DISTANCE OF 425.61 FEET, THENCE SOUTH 01°20'44" WEST A DISTANCE OF 1,216.79 FEET; THENCE NORTH 89°59'43" WEST A DISTANCE OF 139.99 FEET, THENCE SOUTH 01°47'35" WEST A DISTANCE OF 209.40 FEET; THENCE SOUTH 89°43'39" EAST A DISTANCE OF 141.57 FEET, THENCE SOUTH 01°27'56" WEST A DISTANCE OF 208.95 FEET; THENCE NORTH 89°29'38" WEST A DISTANCE OF 275.66 FEET; THENCE SOUTH 00°30'22" WEST A DISTANCE OF 223.80 FEET; THENCE SOUTH 88°58'19" WEST A DISTANCE OF 30.47 FEET, THENCE SOUTH 02°00'17" WEST A DISTANCE OF 26.66 FEET, THENCE SOUTH 89°59'59" WEST A DISTANCE OF 1,301.68 FEET; THENCE NORTH 00°00'01" WEST A DISTANCE OF 267.28 FEET; THENCE NORTH 89°23'37" WEST A DISTANCE OF 698.64 FEET; THENCE SOUTH 16°27'04" WEST A DISTANCE OF 286.41 FEET, THENCE SOUTH 89°59'59" WEST A DISTANCE OF 160.15 FEET; THENCE NORTH 16°47'39" EAST A DISTANCE OF 750.30 FEET; THENCE SOUTH 73°24'18" EAST A DISTANCE OF 147.88 FEET; THENCE NORTH 16°26'11" EAST A DISTANCE OF 358.00 FEET, THENCE NORTH 12°22'14" EAST A DISTANCE OF 340.07 FEET; THENCE NORTH 10°19'20" EAST A DISTANCE OF 597.30 FEET, THENCE NORTH 89°20'00" EAST A DISTANCE OF 555.42 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 369.97 FEET, THENCE NORTH 87°00'00" EAST A DISTANCE OF 378.98 FEET; THENCE SOUTH 20°34'18" EAST A DISTANCE OF 154.88 FEET; THENCE SOUTH 04°15'16" WEST A DISTANCE OF 104.47 FEET, THENCE SOUTH 00°00'00" EAST A DISTANCE OF 48.68 FEET; THENCE SOUTH 09°36'30" EAST A DISTANCE OF 71.00 FEET, THENCE SOUTH 05°56'46" EAST A DISTANCE OF 88.20 FEET; THENCE SOUTH 58°00'00" EAST A DISTANCE OF 40.00 FEET; THENCE NORTH 88°00'00" EAST A DISTANCE OF 70.00 FEET; THENCE NORTH 86°37'35" EAST A DISTANCE OF 157.74 FEET, THENCE NORTH 42°36'42" EAST A DISTANCE OF 138.05 FEET, THENCE NORTH 54°29'26" EAST A DISTANCE OF 126.13 FEET; THENCE SOUTH 89°24'10" EAST A DISTANCE OF 69.07 FEET, THENCE SOUTH 00°00'00" EAST A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS 4,128,350.90 SQUARE FEET OR 94.774 ACRES

EXHIBIT C: PROPERTY SERIAL NUMBERS

OWC-0650-0-029-035

OWC-0652-0-029-035

OWC-0748-0-032-035

OWC-0748-1-032-035

OWC-0748-2-032-035

OWC-0751-0-032-035

OWC-0751-2-032-035

EXHIBIT D: GENERAL PLAN LAND USE MAP



General Plan Land Use Map

Heber City, Utah
September 1, 2015

Industrial	Mixed Use	Low Density Residential	Current Boundary
Economic Development	Highway/Corridor LULU	Agricultural Agriculture	SMB Overlay District
Manufacturing & Business Pk.	Community Commercial	RA-5 Residential Agriculture	EC Residential Commercial Overlay Zone
Research and Technology	High Density Residential	Planned Community	Existing Water Storage Reservoir
Institutional	Medium Density Residential	Open Space	Wildlife Protection Area
		Locally Oriented Business District	City
			Park/Recreation
			School

EXHIBIT E: OPEN SPACE

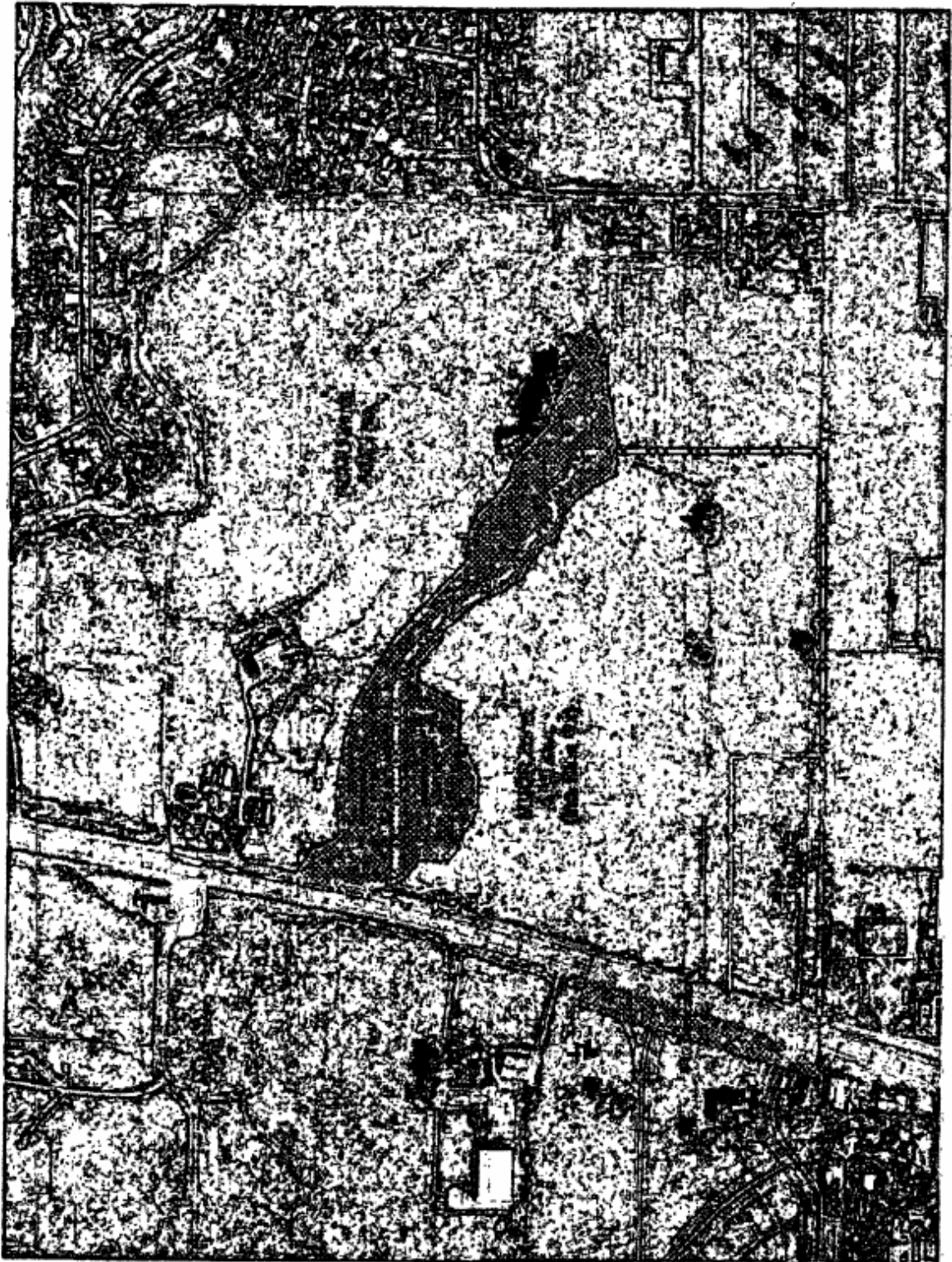


EXHIBIT F: CULINARY WATER

FIGURE 4-1
HEBER CITY
FUTURE CULINARY WATER SYSTEM

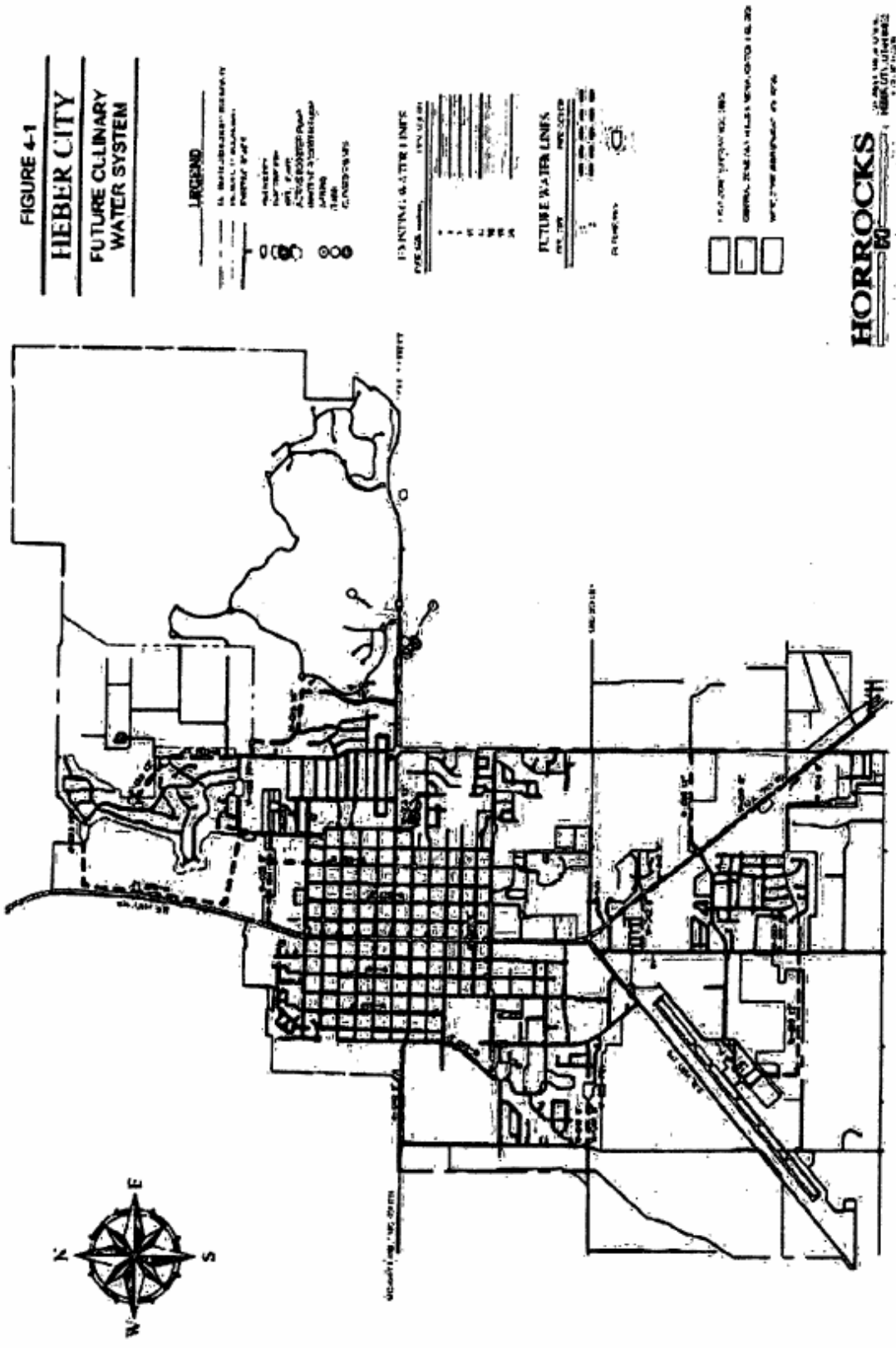


EXHIBIT H.1: INTERSECTION ALIGNMENT

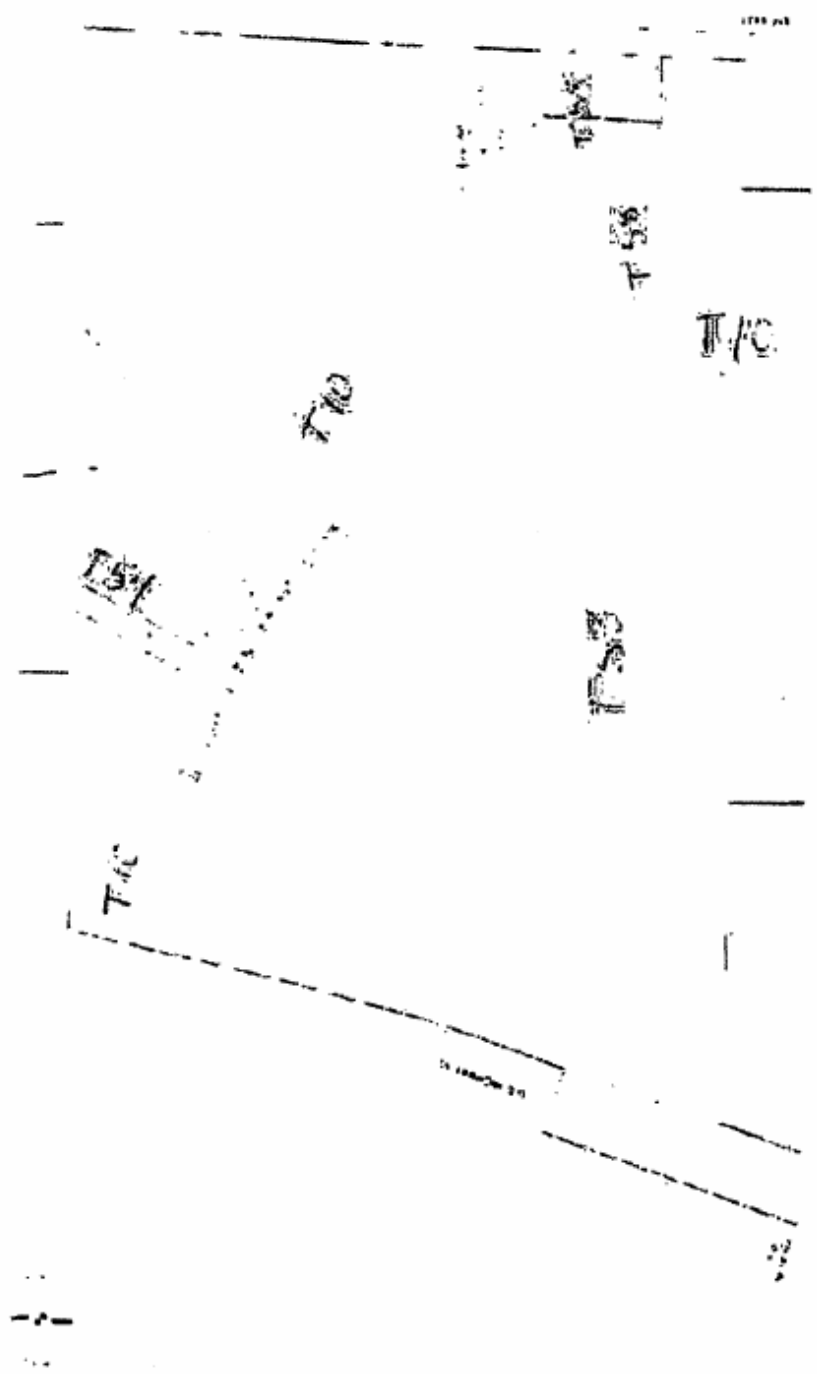
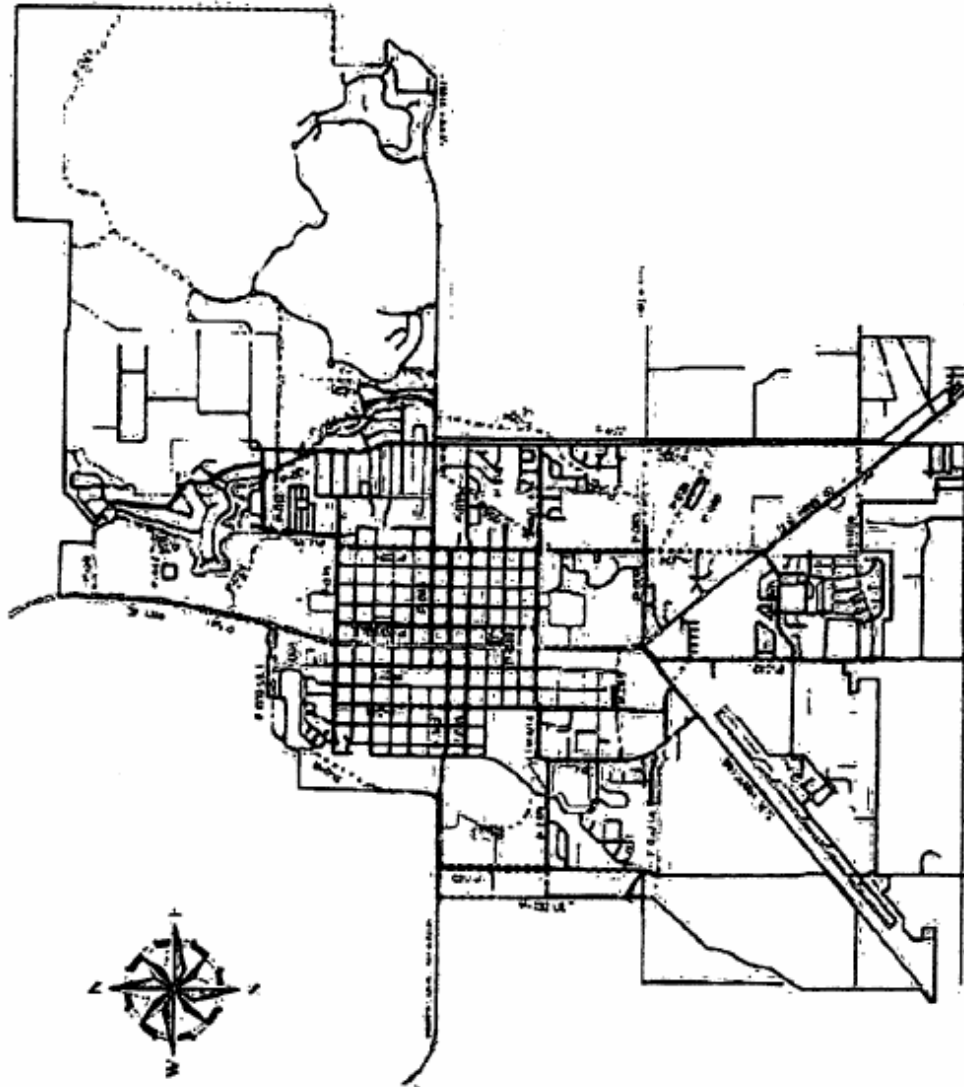


EXHIBIT I: FUTURE PARKS & TRAILS

FIGURE 9-1
HEBER CITY
FUTURE PARK AREAS
& BIKE/WALK TRAILS

Legend:

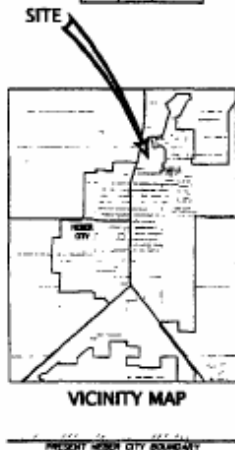
- Future Park Area
- Future Bike/Walk Trail
- Future Park Area
- Future Bike/Walk Trail
- Future Park Area
- Future Bike/Walk Trail



SECTION
M1
MONUMENT



LINE NO.	LENGTH	BEARING
L1	12.84	S 89° 15' 10\"/>



BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 4.50 FEET AND WEST 2.84 FEET FROM THE NORTH ONE QUARTER CORNER FOR SECTION 25, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASIN AND MICHIGAN AND RAINBOW TRIANGLE...
 SOUTH 89°15'10\"/>

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THE ABOVE MENTIONED ANNEXATION BOUNDARY DESCRIPTION IS ESTABLISHED AS SOUTH 89°15'10\"/>

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-20-01 OF THE UTAH CODE, I, DAN CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 12345 IN ACCORDANCE WITH TITLE 18, CHAPTER 1, OF THE PROFESSIONAL ENGINEERING AND PROFESSIONAL LAND SURVEYING ACT.
 I HEREBY CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAN IN ACCORDANCE WITH SECTION 17-10-01 OF THE UTAH CODE, AND THAT THE PLAN, MAP, AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED ARE HEREBY FILED WITH
 12-17-15
 DAN CHRISTENSEN
 PROFESSIONAL LAND SURVEYOR



SURVEYOR'S NARRATIVE

PURPOSE
 CURRENT UTAH CODE REQUIRES THAT ANNEXATION PETITIONS BE ACCOMPANIED BY AN ACCURATE AND REASONABLE MAP, PREPARED BY A LICENSED SURVEYOR, OF THE AREA PROPOSED FOR ANNEXATION (UAC 10-20-02-3-1). FOR THE ANNEXATION PETITION MAP, AN "ACCURATE" MAP IS INTERPRETED AS BEING DRAWN IN CONFORMANCE WITH UTAH CODE 17-10-01 AS PERTAINING TO MAPS OF SURVEYORS' SURVEYS. EXISTING SECTION CORNER SURVEY MONUMENTS WERE USED TO ESTABLISH CORNER POINTS. HOWEVER, SOME SECTION CORNER SURVEY MONUMENTS MAY NOT CORRESPOND TO THE ORIGINAL LANDGRABER'S SURVEY ESTABLISHED BY THE ORIGINAL UTAH SURVEY IN THIS AREA. SPECIFIC NOTES PERTAINING TO THE IDENTIFICATION OF EACH CORNER ALONG THE ANNEXATION BOUNDARY ARE AS FOLLOWS:
 A. FOLLOW THE PRESENT BOUNDARY FOR PREVIOUS ANNEXATIONS AS EVIDENCE BY THE VALLEY HILLS CEVANS ANNEXATION. SEE ENTRY NUMBER 2005 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 B. THE APPARENT EAST BOUNDARY OF THE RICHARD F. & GAREN E. BARNETT TRUST PROPERTY. SEE ENTRY NUMBER 2008 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 C. FOLLOW THE PRESENT BOUNDARY FOR PREVIOUS ANNEXATIONS AS EVIDENCE BY THE BARNETT ANNEXATION. SEE ENTRY NUMBER 2010 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 D. THE APPARENT EAST BOUNDARY OF THE RICHARD F. & GAREN E. BARNETT TRUST PROPERTY. SEE ENTRY NUMBER 2008 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 E. FOLLOW THE PRESENT BOUNDARY FOR PREVIOUS ANNEXATIONS AS EVIDENCE BY THE WASHOON ANNEXATION. SEE ENTRY NUMBER 2012 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 F. FOLLOW THE PRESENT CITY BOUNDARY FOR PREVIOUS ANNEXATIONS.
 G. FOLLOW THE PRESENT BOUNDARY FOR PREVIOUS ANNEXATIONS AS EVIDENCE BY THE BLUE OAK ANNEXATION. SEE ENTRY NUMBER 2015 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 H. FOLLOW THE PRESENT BOUNDARY FOR PREVIOUS ANNEXATIONS AS EVIDENCE BY THE BIRDA-BIRDA ANNEXATION. SEE ENTRY NUMBER 2018 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 I. A NEW BOUNDARY LINE THAT RISES FROM THE NORTHEAST CORNER OF THE BIRDA-BIRDA ANNEXATION PERPENDICULARLY ACROSS US HIGHWAY 40 TO THE EASTERN PERM-01-010 LINE AS EVIDENCED BY PLUMB RIGHT OF WAY MARKERS.
 J. THE APPARENT WEST BOUNDARY OF THE WINE VALLEY HILLS, LLC PROPERTY. SEE ENTRY NUMBER 2020 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 K. THE APPARENT WEST BOUNDARY OF THE WINE VALLEY HILLS, LLC & RICHARD F. & GAREN E. BARNETT TRUST PROPERTY. SEE ENTRY NUMBER 2008 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 L. THE APPARENT WEST BOUNDARY OF THE RICHARD F. & GAREN E. BARNETT TRUST PROPERTY. SEE ENTRY NUMBER 2008 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 M. THE APPARENT WEST AND NORTH BOUNDARY OF THE HARMON E. BARNETT PROPERTY. SEE ENTRY NUMBER 2008 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 N. THE APPARENT WEST AND NORTH BOUNDARIES OF THE BYRONE OVERSEERED PROPERTY. SEE ENTRY NUMBER 2007 OF THE OFFICIAL WASHOON COUNTY RECORDS.
 O. FOLLOW THE PRESENT BOUNDARY FOR PREVIOUS ANNEXATIONS AS EVIDENCE BY THE VALLEY HILLS CEVANS PHASE 2 ANNEXATION. SEE ENTRY NUMBER 2011 OF THE OFFICIAL WASHOON COUNTY RECORDS.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT THE HERB CITY COUNCIL, HAVE RECEIVED A PETITION REQUEST BY THE MAJORITY OF THE MEMBERS OF THE TRACT OF LAND BOUND HEREIN REQUESTING THAT SAID TRACT OF LAND BE ANNEXED BY THE CITY OF HERB CITY, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR PUBLICATION, AND THAT THE CITY OF HERB CITY, AND THAT SAID TRACT OF LAND BE ANNEXED HERETO AS THE UTAH CODE REQUIRES.
 DATED THIS 17th DAY OF DECEMBER, 2015
 Dan Christensen
 City Engineer
 12-21-15
 Keith Taylor
 Mayor
 17 December 2015
 Rob McDaniel
 City Council
 21 Dec 2015
 Lisa Challa V. Lumsden
 City Council
 21 Dec 2015



COUNTY SURVEYOR
 Dan Christensen
 Dec 18, 2015
 COUNTY RECORDER

Drawn by: [Signature]
 Revised by: [Signature]
 Scale: 1" = 100'
 Issue Date: 12/17/2015
 Summit Engineering Group Inc.
 1000 S. 1000 E. Suite 100
 Provo, UT 84601
 Phone: 801-734-1111
 Fax: 801-734-1112
 Email: info@summiteng.com