

STATE OF UTAH



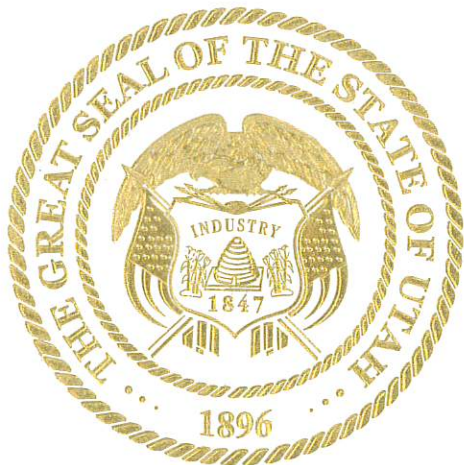
OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice for the HIGHLANDS ANNEXATION, located in HEBER CITY, dated March 15, 2022, complying with Section §10-2-425, Utah Code Annotated, 1953, as amended.

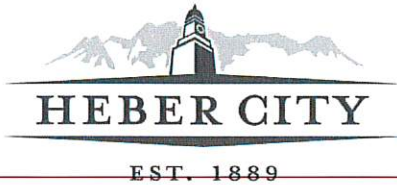
Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the HIGHLANDS ANNEXATION, located in Wasatch County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 15th day of March, 2022 at Salt Lake City, Utah.



Deidre M. Henderson

DEIDRE M. HENDERSON
Lieutenant Governor



Heber City Corporation
75 North Main Street
Heber City, Utah 84032

*******NOTICE OF IMPENDING BOUNDARY ADJUSTMENT*******

January 20, 2022

Lt. Governor's Office
Utah State Capitol Complex
P.O. Box 142325
Salt Lake City, Utah 84114-2325

Emailed to: annexations@utah.gov

RE: Highlands Annexation

To Lt. Governor Henderson:

At the December 7, 2022 City Council meeting, the Mayor and City Council approved Ordinance 2022-38, accepting the Highlands Annexation, a parcel of 142.57 acres located at approximately the intersection of Commons Boulevard and Highway 40, Heber City, Utah, and amending common boundaries designated in the Annexation Policy Plan.

Also attached you will find a copy of the Ordinance, which includes the boundary description of the annexation, and a copy of the annexation map. The above referenced annexation meets all applicable requirements of boundary action for annexation.

If approved, please send the Certificate of Annexation to:

Heber City
Trina Cooke
City Recorder
75 North Main Street
Heber City, UT 84032

If you have any questions, please feel free to call me at 435-657-7886.

Sincerely,

A handwritten signature in black ink that reads "Trina W Cooke". The signature is written in a cursive, flowing style.

Trina Cooke
Heber City Recorder

ORDINANCE NO. 2021-38

AN ORDINANCE APPROVING THE HIGHLANDS ANNEXATION LOCATED AT APPROXIMATELY 3000 NORTH HIGHWAY 40.

BE IT ORDAINED by the City Council of Heber City, Utah, the properties described in Exhibit A, as illustrated in Exhibit B, are hereby annexed into the City of Heber City, Utah, and the properties contained therein shall initially have the zoning designation of North Village Overlay Zone (NVOZ).

This Ordinance shall take effect immediately upon passage, but not prior to the execution of the Master Development Agreement illustrated in Exhibit C.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 7th day of December 2021.

	AYE	NAY	ABSENT	ABSTAIN
Heidi Franco	_____	<u>X</u>	_____	_____
Wayne Hardman	<u>X</u>	_____	_____	_____
Rachel Kahler	_____	<u>X</u>	_____	_____
Michael Johnston	<u>X</u>	_____	_____	_____
Ryan Stack	<u>X</u>	_____	_____	_____

APPROVED:

Kelleen L. Potter
Mayor Kelleen L. Potter



ATTEST:

Arina W. Locke Date: 12/7/2021
RECORDER

WHEN RECORDED, RETURN TO:

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

Tax Parcel Nos.:

(Space above for Recorder's use only.)

**DEVELOPMENT AGREEMENT
FOR THE
HIGHLANDS MASTER PLANNED COMMUNITY**

THIS DEVELOPMENT AGREEMENT FOR THE HIGHLANDS MASTER PLANNED COMMUNITY (this "Agreement") is made and entered into as of the 7th day of December, 2021, by and between HEBER CITY, a political subdivision of the State of Utah (the "City"), and CARDINAL FUNDING, LLC, a Utah limited liability company ("Cardinal Funding"). Each of Cardinal Funding and the City are hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Cardinal Funding is the owner of approximately 142.88 acres of undeveloped real property situated in Wasatch County, State of Utah, as more specifically described in **Exhibit A** attached hereto (the "Property"). This Agreement and the Masterplan meets the intent of and is guided by the Envision 2050 Heber General Plan.
- C. On Dec. 7th, 2021, the City approved and adopted, a Master Plan for the Project, subject to the Parties entering into this Agreement and the agreeing to annexation of the Property into the City. Said Master Plan for the Property shall allow for mixed-used development, including residential, retail, restaurant, office, civic, recreational and open space uses, all as specified in the Master Plan.
- D. Provision of infrastructure to the Property is vital to its development in accordance with the Master Plan and this Agreement, and, consistent with the foregoing, Cardinal Funding has prepared the Infrastructure Plan.
- E. The City has adopted a new annexation boundary map and an annexation and policy plan according to the Utah Municipal Code. The annexation area includes the Property and other adjacent property. Cardinal Funding is willing to support and agree to the City's annexation plan, provided the City and Cardinal Funding can first agree on the terms and conditions under which the Property will be developed as outlined in this Agreement. Notwithstanding the above, Cardinal

Funding may not be the developer of the entire Property, but may sell or otherwise convey some or all the Property to one or more Persons who will undertake the actual development work (each a “Developer” and together, the “Developers”).

F. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of Cardinal Funding and its successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a cohesive master-planned community 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.

G. The City Council has reviewed this Agreement and determined that it is consistent with the Act, the Zoning Ordinance and the Heber City General Plan, and that it provides for and promotes the health, safety, welfare, convenience, aesthetics, and general good of the community as a whole. The Agreement does not contradict, and specifically complies with, and is governed by Utah Code Ann Section 10-9a as provided for in section 4.5.5. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, the Act.

H. Cardinal Funding and the City have cooperated in the preparation 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 Cardinal Funding hereby agree to the following:

TERMS

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

1.1 **Incorporation.** The foregoing Recitals and Exhibits A through K 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.* (2008).

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 17.

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 public owned area or public park identified on the Master Plan that is intended to provide services to the community at large, such that it would be considered to be a System Improvement.

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

1.2.7 **Assessment Area** means an area or areas created by the Special Service District pursuant to Utah Code Ann. § 11-42-101, *et seq.* (2008), or other applicable State Law, with the approval of Cardinal Funding and other Property Owners, if required, to fund the construction of some or all of the Backbone Improvements.

1.2.8 **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 or Commercial Site Plan. Backbone Improvements are generally considered to be in the nature of "System Improvements," as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2008).

1.2.9 **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.

1.2.10 **CC&R's** 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.

1.2.11 **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.

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

1.2.13 **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.

1.2.14 **City Updated North Village Street Master Plan** shall have the meaning provided in Paragraph 8.8.

1.2.15 **City Updated North Village Stormwater Master Plan** shall have the meaning provided in Paragraph 13.3.

1.2.16 **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.

1.2.17 **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.

1.2.18 **Commercial Site Plan** means a plan submitted to the City for the approval of the development of a portion of the Project that may include, without limitation, multiple buildings that are not intended to be on individual subdivision lots, multi-family residential buildings, shopping centers or similar multi-building developments or plans for other developments on the Project that are allowed under the applicable Zone.

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

1.2.20 **Default** shall have the meaning provided in Paragraph 15.

1.2.21 **Design Guidelines** means the guidelines attached as **Exhibit B**, which are the approved guidelines for certain aspects of the design and construction of the development of the Property, including setbacks, building sizes, open space, height limitations, parking and signage, and, the design and construction standards for buildings, roadways and infrastructure, as set forth in and adopted as part of this Agreement. The Parties acknowledge that given the size and long-term life of this Project, designs and styles will change over time. Accordingly, the Parties will work together in good faith to update the Design Guidelines in the future as market conditions evolve.

1.2.22 **Developer** shall have the meaning provided in Recital E.

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

1.2.24 **Development Property** shall have the meaning provided in Section 24.1.

1.2.25 **Development Report** means a report containing the information specified in Section 3.4 submitted to the City by Cardinal Funding 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 Cardinal Funding.

1.2.26 **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.

1.2.27 **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.

1.2.28 **Eligible Improvements** shall have the meaning provided in Section 8.9.

1.2.29 **Development Entitlements** shall have the meaning provided in Section 3.1 of this Agreement.

1.2.30 **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. For purposes of clarity, the Parties agree that no ERUs shall be allocated to schools and churches.

1.2.31 **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.

1.2.32 **Highway 40** means a "state highway" type transportation corridor maintained by the Utah Department of Transportation that is located generally on the west boundary of the Property and referred to as U.S. Highway 40.

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

1.2.34 **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., (2008).

1.2.35 **Improved Open Space** means open space, including but not limited to that which has been improved with one or more of the following, as selected by the City Manager or his or her designee: first and foremost those amenities listed in the City's Park's Master Plan, churches, schools and associated lands, playgrounds, tennis courts, club houses, swimming pools, trail systems, trail heads, skate parks, volleyball courts, Public Gathering Areas or parks, sports fields, bathrooms, irrigated landscaping, associated paved parking for improved open space, pavilions, playgrounds, trailheads, drinking fountains, natural areas integrated with open spaces and park areas, or other improvements.

1.2.36 **Infrastructure Plan** means the conceptual infrastructure plan attached as **Exhibit C**, which is adopted simultaneously with this Agreement and shows the Backbone Improvements for the Property, including culinary water, secondary water, storm water, sanitary sewer and roads, as amended from time to time.

1.2.37 **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, hotels, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, open spaces, parks, trails and other uses permitted in the Zoning Ordinance, Design Guidelines and as shown on the Master Plan.

1.2.38 **Master Plan** means the master plan attached as **Exhibit D**, which Master Plan is a conceptual/illustrative depiction of the presently anticipated development plan for the Property, which Master Plan may be modified from time-to-time by Cardinal Funding to respond to market, engineering and other development objectives. Notwithstanding the foregoing, in no event shall the Town Center, Public Gathering Areas be removed or relocated within the Master Plan without the prior written consent of the City.

1.2.39 **Moderate Income Housing** means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in Wasatch County, Utah; provided, however, with respect to twenty percent (20%) of the 67 ERUs worth of Moderate Income Housing in the Project that Cardinal Funding and/or Developers and/or Sub-developers are required to install (i.e. 14 ERUs of Moderate Income Housing), "Moderate Income Housing" shall mean housing occupied or reserved for occupancy by households with a gross household income equal to or less than 60% of the median gross income for households of the same size in Wasatch County, Utah.

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

1.2.41 **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.

1.2.42 **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.

1.2.43 **Neighborhood Park** means a park that is planned and designed as an amenity to serve and necessary for the use and convenience of a particular Subdivision or Commercial Site Plan (or a group of related Subdivisions or Commercial Site Plans). Neighborhood Parks are not System Improvements and shall be maintained by the applicable Homeowners' Association.

1.2.44 **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.

1.2.45 **North Fields** means that certain real property located generally west of the Property and generally depicted on **Exhibit G** attached hereto.

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

1.2.47 **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.

1.2.48 **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.

1.2.49 **On-Site Retention/Detention** shall have the meaning provided in Paragraph 8.8.

1.2.50 **Open Space** means the following: the Town Center Plaza, all parks (regardless of size or type); pedestrian, bicycle, and equestrian trails and pathways; passive open spaces, water features, and natural habitat areas; parkways and commonly maintained natural or landscaped areas; sidewalks, street tree plantings and medians; ballfields and recreational spaces (including, without limitation, any such facilities provided by or upon a school or church site, excepting areas within building footprints

other than community gardens); drains and detention basins and swells, canals, protected slope areas, and any other quasi-public area that the City determines to be Open Space as a part of the approval of a Development Application. Open Space includes, but is not limited to, those areas identified as Open Space in the Master Plan.

1.2.51 **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.

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

1.2.53 **Person** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

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

1.2.55 **PID Act** shall have the meaning provided in Section 8.9.

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

1.2.57 **Project** means the mixed-used master planned community 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 Master Plan.

1.2.58 **Project Park** means a park identified on the Master Plan that is intended to provide services to the community at large such that it would be considered to be a System Improvement.

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

1.2.60 **Secondary Access Roads** means one of the three potential roads identified and generally depicted on **Exhibit E** attached hereto, any of which will provide the Project with secondary roadway access upon completion.

1.2.61 **Site Plan** means the plan submitted to the City for the first stage of the approval of a Subdivision or Commercial Development in accordance with the City's Vested Laws.

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

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

1.2.64 **Subdivision Application** means the application to create a Subdivision.

1.2.65 **Subdivision Site Plan** means the plan submitted with a Subdivision Application.

1.2.66 **System Improvement** means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code Ann. §11-36a-102(21). For purposes of this Agreement, Cardinal Funding and the City agree that the expansion of the UVU Access Road and the installation of the NE Collector Road are System Improvements.

1.2.67 **Town Center Plaza** means the pedestrian plaza, park and other gathering spaces that are located in or adjacent to the Town Center shown on the Master Plan, which shall consist of private Open Space and Improved Open Space and amenities that encourage public gatherings and shall be open and accessible to the public as the guests and invitees of the owners of the Town Center.

1.2.68 **UVU Access Road** means College Way, from its point of origin at Highway 40 and terminating at its intersection with the proposed minor collector road to be installed in connection with the development of the Project and located East of the Wasatch Canal.

1.2.69 **Zone** means the City's North Village Overlay District Zone.

1.2.70 **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. The Parties acknowledge and agree that if there is a conflict with this Agreement and the City's current or future laws, then this Agreement shall supersede.

3. **Development of the Property in Compliance with the Master Plan.**

3.1 **Project Density.** Except as may be otherwise augmented hereinafter, Property Owners shall be entitled to and are vested with the right to develop and construct 670 ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Master Plan (collectively, the "**Base Density Entitlements**"). The Base Density Entitlements represent the base

density allocation per gross acre allowed by the City's Vested Laws and have been approved pursuant to the City's review of the Master Plan in accordance with the requirements of the North Village Overlay District Zone. In addition to the Base Density Entitlements, Property Owners shall be entitled to and are vested with the right to develop and construct an additional 67 ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Master Plan (collectively, the "**Bonus Density Entitlements**," and together with the Base Density Entitlements, the "**Development Entitlements**"), which reflects a ten percent (10%) increase in base density granted by reason of the Moderate Income Housing requirements imposed pursuant to this Agreement.

3.2 Intended Uses by Parcel and Densities. Intended Uses and Densities currently contemplated for each Parcel are shown on the Master Plan for the Property, which plan has been prepared in compliance with the requirements of the Heber City ordinances set forth in Section 17.20.010 of the City's Vested Laws.

3.3 Use of Density. Notwithstanding the maximum gross density permitted under the Zone, Cardinal Funding may allocate the Development Entitlements among any Subdivision or any Commercial Site Plan within the Project; provided, however, Cardinal Funding shall allocate or cause to be allocated the Bonus Density Entitlements within the parameters set forth on Schedule 3.3 attached hereto.

3.4 Accounting for Density for Parcels Sold to Sub-developers. In connection with the sale of any Parcel sold by Cardinal Funding to a Developer or Sub-developer, Cardinal Funding 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, Cardinal Funding 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 Cardinal Funding and any material effects of the sale on the Master Plan.

3.4.1 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 Cardinal Funding. Such Development ERU shall be accounted for in any subsequent Development Report that Cardinal Funding, or any of its successors in interest may be required to file with the City Recorder.

3.5 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. The City acknowledges that Property Owners may seek and obtain approval of a portion of the Parcel without providing such detailed development information, subject to the specific "Parcel Sales" provisions of Section 5.15.

3.6 Moderate Income Housing Requirements. Cardinal Funding shall comply or shall cause Developers and/or Sub-developers to comply with the City's adopted Moderate Income Housing Ordinance & Plan (Ordinance 2018-31), adopted August 16, 2018, which requires the Project to develop not less than 67 ERUs of Moderate Income Housing in the Project. Moderate Income Housing ERUs constructed within the Project, which shall include student and work force housing, shall not be counted against the Development Entitlements approved for the Project pursuant to this Agreement. Cardinal Funding and the Developers and Sub-developers shall take into consideration any Moderate Income Housing units when planning and constructing infrastructure within the Project. Cardinal Funding shall reasonably disperse the Moderate Income Housing units throughout the multi-family and townhome portions of the Project and within such multi-family and townhome phases of the Project. Cardinal Funding shall also be entitled to allocate any such Moderate Income Housing requirements to Developers and/or Sub-developers as Cardinal Funding may elect. The Moderate Income Housing ERUs shall be developed on a proportional basis with the development of each one hundred (100) market rate ERUs; provided, Developer shall be allowed to construct not less than one hundred-fifty (150) market rate ERUs prior to constructing the first Moderate Income Housing ERU. For example, from and after the 151st market rate ERU, Developer shall be required to develop not less than fifteen (15) Moderate Income Housing ERUs prior to the completion of the next one hundred (100) market rate ERUs in the Project. Developer and the City shall follow and comply with any deed restrictions as outlined in the Moderate Income Housing Ordinance & Plan. Payment of a fee in lieu to fulfil the requirements of the Moderate Income Housing Ordinance & Plan is not an option, unless specifically agreed to by the City.

3.6.1 Allocation of Moderate Income Housing. As set forth in summary on Schedule 3.6 attached hereto, Twenty percent (20%) of the ERUs constructed as Moderate Income Housing in the Project shall be deed restricted and preserved in perpetuity for those income qualified at 60% of the Average Medium Income for Wasatch County, Utah. The balance of the ERUs constructed as Moderate Income Housing in the Project shall be deed restricted and preserved in perpetuity for those income qualified at 80% of the Average Medium Income for Wasatch County, Utah. Not less than twenty-five percent (25%) of the ERUs constructed as Moderate Income Housing in the Project and preserved in perpetuity for those income qualified at 60% of the Average Medium Income for Wasatch County shall be "for sale" product. Not less than twenty-five percent (25%) of the ERUs constructed as Moderate Income Housing in the Project and preserved in

perpetuity for those income qualified at 80% of the Average Medium Income shall be “for sale” product.

3.6.2 **Rights of First Offer.** With regard to the Moderate Income Housing ERUs subject to the eighty percent (80%) AMI deed restriction, subject to the applicable parties thereto reaching agreement following good faith negotiations as to the specific terms pursuant to which a right of first offer is granted, Cardinal Funding shall grant or cause the applicable Developers and/or Sub-developers to grant to the following entities in descending order of priority a right of first offer to master lease or purchase, as applicable, Moderate Income Housing constructed and operated as student housing and available within the Project for rent or sale, as applicable, to income qualifying students enrolled at Utah Valley University’s satellite campus located just north of the Project: Utah Valley University (“UVU”), the City, the Wasatch County School District (the “**District**”) and Wasatch County (the “**County**”). With regard to the Moderate Income Housing ERUs subject to the sixty percent (60%) AMI deed restriction, subject to the applicable parties thereto reaching agreement following good faith negotiations as to the specific terms pursuant to which a right of first offer is granted, Cardinal Funding shall grant or cause the applicable Developers and/or Sub-developers to grant to the following entities in descending order of priority a right of first offer to master lease or purchase, as applicable, Moderate Income Housing constructed and operated as anything other than student housing and available within the Project for rent or sale to income qualifying households otherwise meeting the requirements of this Agreement: the City, the Wasatch County School District (the “**District**”) and Wasatch County (the “**County**”). In the event UVU, the City, the District, and the County do not exercise their respective first rights, the applicable Moderate Income Housing ERUs may be sold or rented, as the case may be to members of the general public meeting the income qualification requirements, employed in Wasatch County and living or desiring to live in Wasatch County.

3.7 **Town Center.** The Master Plan identifies an area in the Project as the Town Center. The Town Center may have a variety of residential, non-residential, commercial, or mixed residential uses, which may include retail, restaurants, food service, schools, hotels, churches, parks, club amenities, community centers and gathering places. While the timing of the Town Center’s construction is market driven and uncertain, Cardinal Funding agrees that it shall mass grade and extend utilities to the Town Center in connection with the construction of Commons Boulevard, which will be constructed in connection with Phase Two of the Project and shall be sized to accommodate not less than 96,000 square feet of commercial space. All such specific land use designs or plans of any Town Centers or Public Gathering Areas shall be subject to and require final approval of the City.

3.8 **Secondary Access.** Cardinal Funding shall cause one of the proposed Secondary Access Roads to be completed in connection with the first phase of the

Project, which Secondary Access Roads shall satisfy the requirements of the City and the Wasatch County Fire Service District with respect to adequate ingress and egress for the Project.

4. **Zoning and Vested Rights.**

4.1 **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, 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.

4.2 **Current 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. The North Village Overlay District Zone (Section 18.21.010 and Section 18.21.060 of the Heber City Code) was approved by the Council on March 16, 2021.

4.3 **Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, this Agreement vests Cardinal Funding with all rights to develop the Project in accordance with this Agreement and the Development Entitlements without modification or interference by the City, except as specifically provided herein. The Parties intend that the rights granted to Cardinal Funding under this Agreement are contractual and that Cardinal Funding and Heber City shall also have those rights that exist under statute, common law and at equity. The Parties specifically intend that this Agreement and the Development Entitlements granted to Property Owners are “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann. §10-9a-509 (2008).

In addition, the Property, and all portions thereof, shall be developed in accordance with the City’s Vested Laws, together with the requirements set forth in this Agreement, in accordance with the following terms and conditions:

4.3.1 **City’s Future Laws.** Neither the City nor any agency of the City, unless otherwise required by State or Federal law, shall impose upon the Project any ordinance, resolution, rule, regulation, standard, directive, condition or other measure or City’s Future Law that reduces the development rights provided by this Agreement or by the Development Entitlements. Without limiting the generality of the foregoing, any City’s Future Law shall be deemed to conflict with this Agreement and/or the Development Entitlements if it would accomplish any of the following results in a manner inconsistent with or more restrictive than the City’s

Vested Law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project:

4.3.1.1. limit or reduce the Development Entitlements authorized under this Agreement;

4.3.1.2. change any land uses or permitted uses of the Project;

4.3.1.3. 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; or

4.3.1.4. apply to the Project any City's Future Law otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations.

4.4 Invalidity. If any of the City's Vested Laws are declared to be unlawful, unconstitutional or otherwise unenforceable, then Property Owners shall cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such stricken provisions and which implements the intent of the Parties in that regard as manifested by this Agreement.

4.5 Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in this Section are subject to only the following exceptions,

4.5.1 Compliance with State and Federal Laws. City's Future Laws that are generally applicable to all properties in the City and that are required to comply with State and Federal laws and regulations affecting the Project;

4.5.2 Safety and Construction Code Updates. City's Future Laws that are updates or amendments to subdivision standards, building, plumbing, mechanical, electrical, dangerous buildings, drainage, Heber City Engineering Standards and Specifications 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 generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet compelling concerns related to public health, safety or welfare. Notwithstanding the forgoing, the City shall not be entitled to change the street standards set forth in Section 8.8 of this Agreement. In the event that a City safety, or construction code or requirement does not exist for a proposed improvement, the City shall have 45 days to approve an applicable City wide requirement.

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

4.5.4 Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such 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.

4.5.5 Countervailing, Compelling Public 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 Case Law and Utah Code Ann. §10-9a-509(1)(a)(ii)(A).

4.6 **Term of Agreement**. The term of this Agreement shall commence on the Effective Date and continue for a period of fifteen (15) years (the "Term"), unless it is terminated in accordance with Section 27. The Term may, at Cardinal Funding's option, be extended for one (1) additional five (5) year period, provided Cardinal Funding is not in material default of any provisions of this Agreement and after providing the City with written notice not less than six (6) months prior to the scheduled expiration date. Unless otherwise agreed between the Parties, Cardinal Funding 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 the Parties. Upon termination of this Agreement for any reason, the obligations of the Parties to each other created under this Agreement shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner, nor will any rights or obligations of Property Owners or the City intended to run with the land be terminated.

4.7 **Moratorium**. In the event the City imposes by ordinance, resolution, initiative or otherwise a moratorium or limitation on the issuance of building permits or the regulatory approval and review of subdivisions for any reason, the Property and the Project shall be excluded from such moratorium or limitation unless the City demonstrates that it is necessary to include the Project within such moratorium or limitation due to circumstances constituting a compelling public interest to protect the health, safety, or welfare of the residents of the City and the moratorium is applied to the entire City. Moreover, such moratorium or limitation shall only apply to portions of the Project for which Property Owners (or their assignee(s), if applicable) have neither applied for nor obtained any building permits, unless a different result is required under applicable state law. In the event any such moratorium applies to the Project, the City shall inform Cardinal Funding of the City's requirements for ending the moratorium with regard to the Project and shall provide the City's reasonable estimate of the duration of such moratorium.

5. **Approval Processes for Development Applications.**

5.1 **Phasing.** The City acknowledges that Cardinal Funding, 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.

5.2 **Processing Under City's Vested Laws.** Approval processes for Development Applications shall be governed by the City's Vested Laws, except as otherwise provided in this Agreement. Development Applications shall be approved by the City if they comply with and conform to this Agreement and the Development Entitlements in accordance with and as governed by the process provided in **Exhibit F**.

5.3 **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications properly completed and accompanied by the appropriate fees, and documents.

5.4 **Outsourcing of Processing of Development Applications.** The City anticipates Outsourcing all planning and engineering reviews for the Project. Any reviews that are outsourced shall be subject and pursuant to the City approved outsourcing process and procedures.

5.5 **Selection of City Consultants for Review of Applications.** The City Consultant undertaking any review by the City required or permitted by this Agreement or the Zoning Ordinance shall be selected by the City as otherwise allowed by City ordinances or regulations. In the event the Applicant notifies the City in writing that it has a conflict with or an objection to the consultant, the City will meet and confer with the Applicant to discuss the Applicant's objections. In the event the City determines, in its sole discretion, there is a need to appoint another Consultant, the City will not select a Consultant that is reasonably opposed by the Developer.

5.6 **Non-City Agency Reviews.** If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency, an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. Notwithstanding the above, the Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions, approvals and/or denials.

5.7 **Acceptance of Certifications Required for Development Applications.** Any Development Application, improvement plans, construction testing and oversight requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying

that the contents of the Development Application comply with the applicable regulatory standards of the City. Upon such a finding, the City will thereafter accept the application for review. It is not the intent of this Section to preclude the normal process of the City's ability to determine the completeness or "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the Development Application. Generally, the Development Applicant shall provide the City with a complete set of plans at the outset of the Application process and to that end, the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless changes to the Development Application raise new issues that need to be addressed.

5.8 Additional Expert Review or Special Technical Review for Development Applications. If the City, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by City Consultants for an Application that is beyond or outside the normal subdivision application, the cost of such additional review shall be paid as set forth in the balance of this paragraph. If the City Consultants determine that the Applicant's expert certification was materially correct, then the City shall bear the cost of the additional review. If the City Consultants determine that the City's requirement of a review was reasonable and made in good faith, then payment of the reasonable and actual costs of the City Consultants' review shall be the responsibility of Applicant. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant so long as the City provided Cardinal Funding with at least fifteen (15) business days' advance notice before engaging such experts.

5.9 City Denial of a Development Application. If the City denies a Development Application, the City shall provide a written determination to the Applicant of the reasons for denial, including specifying the reasons the City believes that the Development Application is not consistent with this Agreement and/or the City's Vested Laws (or, to the extent applicable in accordance with this Agreement, the City's Future Laws).

5.10 Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.11 City Denials of Development Applications Based on Denials From Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate Non-City Agency procedures for such a decision and not through the processes specified below.

5.12 Mediation of Development Application Denials.

5.12.1 **Issues Subject to Mediation.** Issues resulting from the City's Denial of a Development Application shall be mediated.

5.12.2 **Mediation Process.** If the City and an Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue, or general knowledge of the subject matter in dispute. If the Parties are unable to agree on a single acceptable mediator, each shall, within ten (10) business days, appoint its own representative. These two representatives shall, between them, choose a single mediator. Cardinal Funding and the City shall share equally in the cost of the chosen mediator. The chosen mediator shall, within fifteen (15) business days or as promptly thereafter as is feasible, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties.

5.13 **Arbitration of Development Application Objections.**

5.13.1 **Issues Subject to Arbitration.** Issues regarding the City's Denial of a Development Application that are not resolved by mediation are subject to arbitration.

5.13.2 **Mediation Required Before Arbitration.** Prior to any arbitration, the Parties shall first attempt mediation as specified in Sections 5.12.

5.14 **Arbitration Process.** If the City and an Applicant are unable to resolve an issue through mediation, the Parties shall attempt, within ten (10) business days, to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the Parties are unable to agree on a single acceptable arbitrator, each shall, within ten (10) business days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. The City and the Applicant shall share equally in the cost of the chosen arbitrator. The chosen arbitrator shall, within fifteen (15) business days, review the positions of the Parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing Party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties. If the arbitrator determines as a part of the decision that either Party's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order such Party to pay the other Parties' Applicant's share of the arbitrator's fees. Default by either Party is described in Section 15 of this Agreement.

5.15 **Parcel Sales.** Cardinal Funding and its successors may sell portions of the Property in a manner that does not create individually developable lots pursuant to a conveyance by metes and bounds meeting the requirements of Section 10-9a-103(65)(c)(v) of the Utah Code. Such sales shall not be subject to any requirement

to complete or provide security for any On-Site Infrastructure or Off-Site Infrastructure at the time of such sale. The responsibility for completing and providing security for completion of any On-Site Infrastructure or Off-Site Infrastructure in the Parcel shall be that of the Developer or a Sub-developer thereof upon a subsequent subdivision or re-Subdivision of the Parcel that creates individually developable lots.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this Agreement, an Applicant may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws applicable to that Development Application, subject however to the provisions of this Agreement. The election by Property Owners at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Applicants from relying on submitting other Development Applications under the City's Vested Laws.

7. **Open Space, Improved Public Parks, and Trails Requirements.** Cardinal Funding shall provide Open Space within the Property as generally shown on the Master Plan, which shall be comprised of not less than the Zone requirement of 43.47 acres, some of which (approximately 4.85 acres) Cardinal Funding shall dedicate and convey or cause to be dedicated and conveyed to the City, or other entity approved by the City. The Open Space provided shall be consistent with the Park Trails and Natural Preservation Exhibit of the NVOZ. Open Space and park areas shown on the Master Plan are for illustrative purposes only and subject to change. Final plans for these areas shall be reviewed by the City's Open Space, Trails, Parks and Trees Advisory Committee and shall comply with the requirements of the City's Parks Master Plan and NVOZ. The Parties intend that the creation of Open Space will generally maintain a pro rata relationship between the amount of land being developed with a Development Application and the total acreage designated for Open Space. However, Cardinal Funding shall be entitled to allocate Open Space requirements to Developers and Sub-developers as portions of the Property are sold, as Cardinal Funding may elect, provided Cardinal Funding is able to demonstrate to the City's reasonable satisfaction that the overall Open Space requirements will be met. City Approval of Development Applications for each separate Parcel shall include as a requirement that the Applicant donate, designate and dedicate the land required for Open Space as provided in this Agreement, including the Design Guidelines. Any such designation and dedication shall include adequate assurances to the City that the land so designated can and will be used for the dedication and/or construction of any required improvements on the planned Open Space. The classification of a Parcel or a portion of a Subdivision or Commercial Site Plan as Open Space shall be irrespective of whether the land is dedicated to the public, owned by a private entity or by a Homeowners' Association. The donation of land by a Property Owner for a church, school or other public service shall be counted for Open Space. Open Space within the Project may be owned by a Homeowners' Association or may be dedicated to the City, a third party or as otherwise agreed in writing by the Parties. Cardinal Funding, Developer or Sub-developers shall be required to dedicate to the City, approximately 4.85 acres of total Improved Open Space for the Project Park. Such Improved Open Space shall be a part of the Open Space required to be dedicated or conveyed to the City or other entity approved by the City. A buffer compliant with the requirements of the NVOZ shall be preserved along the east side of Highway 40 on both the North and South sides of Commons Boulevard.

Privately owned lots of residential dwellings shall not be considered as open space. Any other open space that may be privately owned shall be open to public access. All open space, whether privately owned or public, shall be accessible to the public.

7.1 Development Timing: Open Space, Neighborhood Parks, and Trails. Neighborhood Parks and Trails shall be constructed and developed concurrently with the respective development of the residential or commercial Phase within which said parks or trails are located. The City shall not be obligated to finally accept and place into warranty any public improvements located within or constructed in conjunction with the development of a particular Phase until the parks and trails located within such Phase have been constructed or the City has received an improvement completion assurance in the form of either a cash escrow deposit, a letter of credit or such other form of completion assurance as may then be accepted by the City with respect to such parks and trails meeting the requirements of Section 10-9a-604.5 of the Utah Municipal Land Use Development Management Act. If a particular park or trail is to be completed utilizing financing provided by a PID or CRA, the time frame for completing the applicable park or trail may be adjusted pursuant to a separate agreement between the Parties particular to the completion of such park or trail.

7.2 Neighborhood Parks. Developer and Sub-developers shall locate and construct Neighborhood Parks within the subdivisions and neighborhoods so that they specifically serve such subdivisions/neighborhoods. Neighborhood Parks shall be designed, developed and constructed by Developers or Sub-developers and shall be conveyed to and owned and maintained by private Homeowners' Associations. Neighborhood Parks may include Open Space, and Improved Open Space sized and developed for the neighborhood. They will be constructed by the Developer as part of the neighborhood phasing plan. Neighborhood Parks shall be managed and maintained by private Homeowners' Association.

7.3 Notice to the City. Upon the initial filing of a Development Application in which Open Space is located, the Applicant shall provide written Notice to the City of its intent to dedicate the proposed parcels of Open Space as a part of the final recorded instrument approving the Development Application. Within sixty (60) days of receipt of the Notice, the City shall inform the Applicant of whether the City intends to accept dedication of the Open Space. If the City does not intend to accept dedication of the Open Space, the City shall notify Applicant of its decision. The City's notification that it does not intend to accept dedication of the Open Space shall constitute a waiver of its right to receive an outright conveyance of fee title to that parcel. If the City does not accept dedication of the Open Space for any reason, such Open Space shall be offered to a conservation organization, a Homeowners' Association or another entity reasonably acceptable to the City.

7.4 Dedication of Open Space, the Project Park, Public Gathering Areas and/or Trails. Dedication of Open Space, the Project Park, Public Gathering Areas and/or Trails to the City shall be by plat recordation or by dedication by deed from the applicable Property Owner which shall be without any financial encumbrance

or other encumbrance (including easements) which unreasonably interferes with the use of the property for Open Space, public park purposes and/or Trails; provided, however, use of such spaces for athletic fields and events shall be expressly prohibited. In the event trails are established solely for the internal use by residents or Homeowners' Association, no public easement shall be granted by Cardinal Funding or any other Property Owner.

7.5 Project Park. Cardinal Funding shall construct or cause to be constructed the Project Park within the Development, as shown in **Exhibit H**. Construction of the Project Park shall not commence until the City has approved the final plan for the Project Park. The Project Parks shall be designed, developed and constructed by Cardinal Funding, Developers or Sub-developers as part of the first residential Phase constructed within the Project, but shall be approved and maintained by the City, or another agency designated by the City, and shall be open to the public. Where permissible by law, the costs to develop and construct the Project Park shall be reimbursed to Cardinal Funding or the applicable Developer or Sub-developer, as identified in the Capital Facilities Plan. The Project Park shall facilitate connection with and include, as applicable, the trails identified in City's Parks and Trails Master Plan.

7.6 Maintenance of Open Space, The Project Park, Public Gathering Areas and/or Trails. Except as otherwise specifically provided in this Agreement, upon acceptance by the City of the proffered Open Space, the Project Park, the Public Gathering Areas and/or Trails and after formal possession, the City shall be responsible for maintaining the Open Space, the Project Park, Public Gathering Areas and/or Trails after final inspection and acceptance of the applicable improvements included therein, if any. The City agrees that it will not unreasonably withhold, condition or delay its inspections or acceptance of the improvements constructed within the Project. If the Open Space, the Project Park, the Public Gathering Areas and/or Trails are dedicated to an entity other than the City, the dedication shall provide for the maintenance of the applicable Open Space, the Project Park, the Public Gathering Areas and/or Trails.

7.7 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.

7.8 North Fields Preservation. Cardinal Funding, for itself and with respect to each subsequent Owner of the Property, agrees that upon issuance of a building permit for a Development Unit, the Owner of such Development Unit shall pay to the City a fee equal to \$2,500 per ERU or partial ERU attributable to such Development Unit (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 purchase of development rights. The City agrees that the North Fields Preservation Fee shall not be charged for Development Units constructed and operated as Moderate Income Housing Units.

8. **Public Improvements.**

8.1 **Utilities and On-Site Infrastructure.** The City acknowledges that Cardinal Funding has prepared an Infrastructure Plan. 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 according to the Capital Facilities Plan that is necessary to support the development proposed within a specific Development Application. If any Property Owners elect to construct any On-Site Infrastructure or Off-Site Infrastructure required by the Capital Facilities Plan as a condition of approval of a Development Application, the Property Owner shall pay the cost thereof, subject to its reimbursement rights set forth in Section 8.2. The City shall comply with the statutory processes and all other applicable laws, rules, and regulations governing such work. Parties contemplate that each Phase will be served by sanitary sewer, culinary water and secondary irrigation systems provided by others.

8.2 **Excess Improvements/Upsizing.** Any infrastructure requested by the Developer or required by the Development shall be the responsibility of the Developer. The City and Cardinal Funding acknowledge and agree that, as a part of the Capital Facilities Plan, certain portions of the infrastructure improvements shown on the Capital Facilities Plan (including both On and Off-site Infrastructure) may need to be enlarged, increased or otherwise “upsized” or upgraded (collectively, the “**Excess Improvements**”) at the request of the City or other responsible Non-City Agency to serve, directly or indirectly, developments or future developments on land areas outside of the Project’s boundaries or owned by parties other than Property Owners (collectively, the “**Benefitted Property**”). In recognition of the foregoing, and as a material inducement to the execution of this Agreement by Cardinal Funding:

8.2.1 **Reimbursements.** The City agrees that it shall reimburse the applicable Property Owners 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. Subject to the City’s approval, Property Owners may, from time to time, oversize and/or install and construct portions of the infrastructure specified in the Infrastructure Plan that are System Improvements. The City shall ensure that Property Owners, as applicable, are reimbursed for actual costs from Impact Fees for oversizing. City shall also make available reimbursement/pioneering agreements to reimburse

Property owners-for installing Off-site System Improvements to serve their property as required by State law.

8.2.2 **Building Fee and Impact Fee Credits.** To the extent that any reimbursements paid to a Property Owner pursuant to the Reimbursement Procedures do not fully reimburse Property Owners for the amounts expended or costs incurred by the Property Owner in the construction of the Excess Improvements, City shall credit the applicable Property Owner up to the value of such deficiency against the Impact Fees applicable to the Project.

8.2.3 **Backbone Improvements.** Compensation to Property Owners for any “upsizing” of the Backbone Improvements that are not included in the approved Capital Facilities Plan shall be agreed to by Property Owners and the City as a part of the plan for financing the construction of such Backbone Improvements. The Developer will encourage all construction trucks or equipment to access the development projects from access points along Highway 40 and providing access to the proposed Commons Boulevard.

8.3 **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 limit or reduce the Development Entitlements authorized under this Agreement; 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. However, the Property Owners shall not be required to build any such Backbone Improvements pursuant to the Capital Facilities Plans that exceed the facilities shown on the Infrastructure Plans unless such facilities are inadequate to meet the development needs of the Project, per City Standards, and unless the City and the Property Owners have executed an agreement providing for the reimbursement to the applicable Property Owner for the oversizing costs to construct such excess facilities. If the Parties cannot reach agreement on the terms of a reimbursement agreement, the terms of such a reimbursement agreement shall be subject to the mediation and arbitration provisions of Sections 5.12 and 5.13. Notwithstanding the above, nothing herein obligates the City to pay for the minimum backbone infrastructure needed for the Project.

8.4 No Additional Off-Site Infrastructure Requirements. Notwithstanding anything to the contrary in the City's Vested Laws, the City shall not, directly or indirectly, charge Developers or Sub-developers, or any of their respective affiliates or successors, any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for Off-Site Infrastructure not contemplated in the Capital Facilities Plan, or subsequent updates to said Plan. However, any and all such development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for On-Site Infrastructure, shall be borne by Developers and Sub-developers, or any of their respective affiliates or successors, or residents, regardless of whether they are off-site or on-site, pursuant to the Capital Facilities Plan. In the event that Developer or Sub-developer is required to build Off-Site Infrastructure, and in the event pioneering agreements are used, the City would collect a pro-rata share from future, benefitting developers.

8.5 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 masterplans that will be prepared by Developer for each Phase, and the City's Vested Laws, all subject to City final approval.

8.6 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 capable of serving. The Developer shall provide Commitment Letters from JSSD and NVSSD for the plat being served before final approval for that particular plat is granted. 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.

8.7 Water Rights. Developers shall be required to comply with the JSSD and NVSSD water policies generally applicable to all NVSSD customers.

8.8 Streets. The Parties acknowledge that the City is presently contemplating an updated North Village Street Master Plan that generally includes the Property (as finalized and adopted by the City, the "**City Updated North Village Street Master Plan**"). Streets shall follow a Conceptual Circulation Plan and Roadway Cross Sections Plan, currently provided as, and identified in **Exhibit I** and be designed and constructed in accordance with the City's codified and uniformly

applied street standards and requirements, including the City Updated North Village Street Master Plan. Later in the development and approval process this Conceptual Circulation Plan shall be further detailed, and identified in the Capital Facilities Plan and the City Updated North Village Street Master Plan, that will coincide with and support the Conceptual Master Plan, as identified in **Exhibit D**. All neighborhood streets should have a minimum asphalt width of 20 feet for private streets and alleys and 26 feet for public streets. In general, streets shall be designed to meet the level of travel, safety and service, while incorporating principles of traffic calming and pedestrian compatibility, such as tree-lined streets with pedestrian ways and linkages, decreasing the need for pavement width by spreading traffic through a grid or modified street hierarchy system. Cardinal Funding will first assess utilization of round-a-bouts at all collector intersections before using traditional intersections. The City shall be responsible to maintain all of the improvements within the public rights of way on streets larger than a Residential Local unless otherwise agreed by the Parties. In general, all neighborhoods shall have two points of access as required by City's Vested Laws. This can be achieved by one or more of the following methods:

- (i) Neighborhoods shall connect to a residential local or larger street, as shown on **Exhibit I**;
- (ii) A grade-separated divided roadway with minimum lane widths of 20 feet; and
- (iii) Uses of a temporary emergency access roads. (These roads will be maintained by the one or more Homeowners' Associations.)

The use of one or more cul-de-sac streets within a development in the Property will be allowed where:

- (i) Portions of the land otherwise meeting ordinary use requirements would not be reasonably accessible without a cul-de-sac due to topographical, hydrological or other unique limiting conditions; and
- (ii) Cul-de-sacs shall meet the requirements of the City's Vested Laws with cul-de-sacs not exceeding 1300 feet, or as permitted by State Law, the International Fire Code including Appendix D of said code, and the Wild Urban Land Fire Code, unless a greater distance is authorized by the City, at the City's sole discretion, to allow for snow and solid waste removal and emergency traffic. Private areas and gated streets are allowed as long as adequate emergency vehicle access can be maintained as determined by the fire district. The overall design should promote lower design speeds.

Cardinal Funding shall provide in the Conceptual Circulation Plan and Capital Facilities Plan a cross section Exhibit for the UVU Access Road. The UVU Access Road project shall be engineered in such a way as to maintain the rural feeling of

the Heber Valley foothills where the UVU Campus is located, consisting in part, but not limited to, providing for widening of said street by five (5) feet on both sides. Cardinal Funding shall also cooperate with the City in the upsizing of any public street and associated right of way improvements within the Project required pursuant to the City Updated North Village Street Master Plan, which upsizing shall be accomplished pursuant to agreements between the City, Cardinal Funding and/or the applicable Developer or Sub-developer of the applicable street and right of way improvements, including any reimbursements due to Cardinal Funding or the applicable Developer or Sub-developer by reason of such oversizing.

8.9 Public Infrastructure District. The City and Cardinal Funding specifically agree and acknowledge that Property Owners shall be entitled to seek the creation of one or more Public Infrastructure Districts permitted pursuant to Utah statutes, particularly Chapter 2a, Part 12 of the Public Infrastructure District Act, (the "**PID Act**"), subject and pursuant to the City's PID Policy.

8.10 Off-Site Connectivity. All trails, canals, ditches and roads shall connect with existing 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.

8.11 Potential School Site. Cardinal Funding agrees that it will negotiate in good faith with the Wasatch County School District with respect to the District's potential acquisition of a school site in the Project.

9. **Cable/Fiber Optic Service.** Subject to all applicable federal and state laws, as well as the City's authorization and capacity to timely install in a reasonable manner all required infrastructure and provide such service, Cardinal Funding agrees that the City shall be the sole cable/fiber optic network provider for the Development. The City shall install or cause to be installed all underground conduits necessary to make available a minimum of one cable service/fiber optic communication provider, or other comparable information and communication service provider, within the Project. Cardinal Funding shall cooperate and reasonably accommodate the City's installation and development of said cable service/fiber optic network, (CFON). Notwithstanding the foregoing, Property Owners may contract with any cable TV/fiber optic and other communication provider of their own choice and grant an exclusive right of access and/or easement to such provider to furnish cable TV/fiber optic and other communication services for those dwelling units or other uses on such Property Owner's real property so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and fees with respect to cable, fiber optic and other communication lines as allowed under an applicable City ordinance or state law.

10. **CC&Rs.** As more fully set forth in the CC&Rs, Property Owners shall create and establish one or more Homeowners' 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 maintenance. Recordation of the CC&Rs and creation of such Homeowners' Associations shall be required at the time of Final Plat review and approval. They shall be recorded both with the County

and City Recorders. The City shall not be responsible for the implementation and/or enforcement of any such CC&Rs and Design Guidelines. The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by the City. If any provision of the Design Guidelines is inconsistent with a specific provision of this Agreement, the terms of this Agreement shall govern. Prior to the issuance of any building permits for residential, business, commercial or recreational use, but excluding On or Off-Site Infrastructure or other infrastructure proposed by Property Owners, the architectural control committee established by the CC&Rs shall certify that the proposed Development Application complies with the Design Guidelines. To facilitate uniform application and enforcement of the Design Guidelines, the Design Guidelines shall incorporate the design standards set forth in the Zone. Potential avenues of enforcement of the applicable CC&Rs available to the applicable Homeowners' Association or Owners shall include judicial enforcement by a court having subject matter jurisdiction over the particular dispute.

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 **Limitations on New Development, Review or Impact Fees.** The Project shall not be made subject to any new development, review or impact fees or impositions enacted after the Effective Date unless: (a) the amount charged has been determined in accordance with all applicable state laws; and (b) it is directly or in practical effect, proportionate to the costs incurred by the City from the Project, and it is imposed and used to mitigate an impact caused by the development of the Project.

11.3 **Warranty Bonding.** To the extent other public financing vehicles are not available for any on or off-site, publicly dedicated infrastructure or similar improvements for the Project, Property Owners, Developers or Sub-developers, as applicable, shall provide performance or warranty bonds, per the Heber City Code, in the form of letters of credit or cash bonds (all forms approved by the City) in relation to any on 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. Notwithstanding anything to the contrary under the City's Vested Laws, Property Owners shall not be required to post any such security for any privately-owned infrastructure or improvements, not necessary for public health and safety. The Security required under this section shall otherwise conform to the requirements of State Law.

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 13 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.

12.3 **Limitation to Four Stories.** No structure in the Project shall exceed four (4) stories in height.

13. **Mass Grading; On-Site Processing of Natural Materials; Storm Water Management.**

13.1 **Mass Grading.** The City acknowledges and agrees that the Master Plan contemplates, and the City has expressly approved, development of the Property as a large integrated site and that such development of the Property pursuant to the Master Plan will require and the City has expressly approved the mass grading of the Property in order to accommodate the proposed elements of the Master Plan. The City therefore agrees that, notwithstanding the provisions of the City's Vested Laws, Cardinal Funding may mass grade the Property consistent with the requirements of the Master Plan and Section 17.34.010 of the City's Vested Laws, upon application for and approval of a Heber City Land Disturbance Permit in the form attached hereto as **Exhibit J** and a SWPPP.

13.2 **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 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. Property Owner shall remediate any damage to trails,

infrastructure, drainage or natural water features caused by such use. Any such uses shall not be considered gravel pits.

13.3 Storm Water Management. The Parties acknowledge that the City is presently contemplating a future regional storm water master plan that generally includes the Property (as finalized and adopted by the City, the “**City Updated North Village Stormwater Master Plan**”). Cardinal Funding shall manage and preserve or cause to be managed or preserved all storm water generated by the Project in retention and detention facilities located within the Project (the “On-Site Retention/Detention”), passing through and discharging historical storm water flows (i.e. those flows generated historically on or from the Property as well as those historically passed through the Property) only in accordance with the City’s codified and uniformly applied storm water standards and requirements, including the City Updated North Village Stormwater Master Plan. Stormwater facilities shall be subject to the City’s approval of the specific plans and specifications for such storm water facilities in accordance with the City’s codified and uniformly applied storm water standards and requirements (including requirements pertaining to pre-treatment, detention, discharge location and LID measures), including the City Updated North Village Stormwater Master Plan; provided, however, in no event shall the City’s approval of any stormwater facility to be located on or within the Property be delayed by reason of the City’s failure to finalize and adopt the City Updated North Village Stormwater Master Plan. If Cardinal Funding is unable to accomplish the On-Site Retention/Detention, Cardinal Funding shall cooperate with the City in designing and shall be responsible to construct such offsite storm water facilities as are required to manage any excess storm water generated by the Project that is not managed pursuant to the On-Site Retention/Detention facilities. Any such offsite stormwater facilities shall be constructed in accordance with the City’s codified and uniformly applied storm water standards and requirements (including requirements pertaining to pre-treatment, detention, discharge location and LID measures), including the City Updated North Village Stormwater Master Plan. Cardinal Funding shall also cooperate with the City in the upsizing of any storm water conveyance facilities located in public rights of way within the Project required pursuant to the City Updated North Village Stormwater Master Plan, which upsizing shall be accomplished pursuant to agreements between the City, Cardinal Funding and/or the applicable Developer or Sub-developer of the applicable right of way improvements, including any reimbursements due to Cardinal Funding or the applicable Developer or Sub-developer by reason of such oversizing.

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 thirty (30) days following the receipt of written notice of such failure from the other party (unless such period is extended by mutual written consent, and subject to Sections 15.2 through 15.4), shall constitute a “**Default**” under this Agreement. Any notice given pursuant to the preceding sentence (“**Asserted Default Notice**”) shall comply with Section 15.1.

15.1 **Notice.** If a Property Owner or the City causes an event which remains uncured for a period of thirty (30) days, this would constitute a Default of this Agreement. The Party claiming a Default shall provide a written Asserted Default Notice to the other Party.

15.1.1 **Contents of the Asserted Default Notice.** The Asserted Default Notice shall:

15.1.1.1. **Claim of Default.** Specify the claimed event of Default;

15.1.1.2. **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

15.1.1.3. **Specify Materiality.** Identify why the claimed Default is claimed to be material; and

15.1.1.4. **Proposed Cure.** Specify the manner in which said failure may be satisfactorily cured.

15.2 **Cure.** Following receipt of an Asserted Default Notice, the defaulting Party shall have sixty (60) days in which to cure such claimed Default (the “Cure Period”). If more than 60 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.

15.3 **Meet and Confer, Mediation, Arbitration.** Upon the failure of a defaulting Party to cure a Default within the Cure Period or in the event the defaulting Party contests that a Default has occurred, the Parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 5.10 and 5.13.

If the claimed Default is subject to Arbitration as provided in Section 5.13, the Parties shall engage in Arbitration as provided in Section 5.13.

15.4 Remedies. If the Parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration, the Parties shall have the following remedies:

15.4.1 Legal Remedies. Legal Remedies available to both Parties shall include all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages. In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Nothing in this section is intended to, nor does it limit Developer’s or City’s right to such legal and equitable remedies as permitted by law. It is specifically acknowledged by both Parties that neither Party waives any such rights for legal and equitable remedies.

15.4.2 Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

15.4.3 Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of that portion of the Property owned by the defaulting Property Owner.

15.5 Public Meeting. For any Default by a Property Owner, before any remedy in Section 15.4.3 may be imposed by the City, Property Owners shall be afforded the right to attend a public meeting before the Council and to address the Council regarding the claimed Default.

15.6 Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record in a public meeting that a Default by Property Owners materially impairs a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a Default would also impair a compelling, countervailing interest of the City, the City may impose the remedies of Section 15.4.1., without the requirements of Sections 15.3. The City shall give Notice to Property Owners in accordance with the City’s Vested Laws of any public meeting at which an emergency Default is to be considered and Property Owners shall be allowed to attend such meeting and address the Council regarding the claimed emergency Default.

15.7 Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

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:

Cardinal Funding, LLC
C/O John Thackeray
1165 E. Wilmington Avenue, Suite 275
Salt Lake City, Utah 84106-3081

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 Cardinal Funding or its successors, including proposed increases in commercial density.

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 forty-five (45) 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 45-day period set forth in Section 17.2.2. 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 17-2-3 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 Cardinal Funding or an assignee of Cardinal Funding that succeeds to all of the rights and obligations of Cardinal Funding 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/or 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 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 Cardinal Funding.** Notwithstanding any other provision in this Agreement to the contrary, Cardinal Funding may propose and if approved by the City, execute any amendment or other modification of this Agreement or the Master 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 Cardinal Funding 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 Cardinal Funding 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. **Attorney Fees and Costs.** In the event of the failure of either Party hereto to comply with any provision of this Agreement, the defaulting Party shall pay any and all costs and expenses, including reasonable attorneys' fees, investigating such actions, taking depositions and discovery, and all other necessary costs incurred in, arising out of or resulting from such default (including any incurred in connection with any appeal or in bankruptcy court) incurred by the injured Party in enforcing its rights and remedies, whether such right or remedy is pursued by filing a lawsuit or otherwise.

21. **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.

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

23. **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.

24. **Assignability.**

24.1 **Transfer to Developers and Sub-developers.** Notwithstanding anything to the contrary in this Agreement, Cardinal Funding or its successor may sell any portion of the Property to one or more Developers and/or Sub-developers 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:

24.1.1 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;

24.1.2 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 Cardinal Funding otherwise agrees in writing, Developer and/or Sub-developer shall not, in each case without the prior written consent of Cardinal Funding, which may be granted or withheld in Cardinal Funding'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 Cardinal Funding 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 Cardinal Funding for the Development Property; or

(iii) propose or oppose any amendments, modifications or other alterations to this Agreement.

24.1.3 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.

24.1.4 Cardinal Funding 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.

25. **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.

26. **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.

27. **Termination.**

27.1 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 4.6;
- (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.

27.2 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.

27.3 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 15, 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.

28. 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.

29. **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.

30. **Binding Effect.** If Cardinal Funding 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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Cardinal Funding each shall designate and appoint a representative to act as a liaison between the City and its various departments and Cardinal Funding. The initial representative for the City shall be City Manager, or his designee and the initial representatives for Cardinal Funding shall be John Thackeray and Terry Diehl. 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.

36. **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.

37. **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.

38. **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 K**, shall not be recorded. A secure copy of **Exhibit K** 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.

39. **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 Ordinance No. [INSERT] adopted by the City on [INSERT]. 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.

40. **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.

41. **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.

42. **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.

[Signatures appear on the following two pages.]

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 OWNER

CARDINAL FUNDING, LLC, a
Utah limited liability company

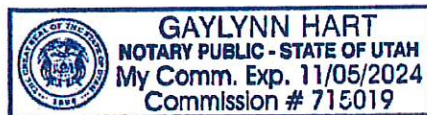
By: _____
Name: John P. Shackley
Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
CITY OF Salt Lake)
:§.

On the 16 day of December, 2021, personally appeared before me John P. Shackley who being by me duly sworn, did say that he is the Manager of Cardinal Funding, 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.

Gaylynn Hart
NOTARY PUBLIC



CITY

Heber City, a political subdivision of the State of Utah

By: Kelleen Potter
Name:
Its: Mayor



Approved as to form and legality:

Attest:

City Attorney

City Recorder

By: [Signature]

By: Trina N Cooke

CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
CITY OF HEBER)

On the 3rd day of January, 2022, personally appeared before me Kelleen Potter who being by me duly sworn, did say that she is the Mayor of City of Heber, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its governing body.



Trina N Cooke
NOTARY PUBLIC

SCHEDULE 3.3
to
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ERUs	Total	% Market Rate	% Affordable
Total ERUs	737		
Market Rate ERUs	670	100%	
Affordable ERUs	67	(10% of Market Rate)	
80% AMI ERUs*	54		80% of Affordable ERUs
60% AMI ERUs**	13		20% of Affordable ERUs

*Student housing availability shall be prioritized as follows: 1st Student Housing, 2nd Heber City, 3rd School District, 4th Wasatch County, 5th General Public (employed in Wasatch County and living or desiring to live in Wasatch County)

** Workforce housing availability shall be prioritized as follows: 1st Heber City, 2nd Wasatch County School District, 3rd Wasatch County, 4th General Public (employed in Wasatch County and living or desiring to live in Wasatch County)

Total	Total ERU #	Sold #
80% AMI	54 ERU	NLT* 25% min (i.e. 14 ERUs).
60% AMI	13 ERU	NLT 25% min (i.e. 3 ERUs)

* "NLT" means not less than.

Category	Total ERUs	Det. SFD	Town Home (up to 6 attached units)	Multi-Family Rent	Multi-Family Owned	Commercial	Church	Storage
Total	737						1 building*	1 building**
Min.		10%	15%	10%	10%	5%		
Max.		75%	75%	50%	35%	30%		

*minimum 4 acre site, not counted towards ERU calculation

** Four sided architecture required and must be climate controlled storage, not counted towards ERU calculation

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NORTH PARCEL:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19 AND THE WEST HALF OF SECTION 20 ALL IN TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COMMONS BOULEVARD AND THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 40 PROJECT NO. F-019-1(1), SAID INTERSECTION BEING EAST 214.59 FEET AND SOUTH 1260.57 FEET FROM THE 2005 WASATCH COUNTY SURVEY ALUMINUM PIPE CAP MONUMENT MARKING THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 32°00'02" WEST 1,057.48 FEET TO THE SOUTHEASTERLY LINE OF PARCEL 2 AS DESCRIBED IN THAT WARRANTY DEED TO UTAH VALLEY STATE COLLEGE RECORDED AS ENTRY NO. 333087 OF SAID RECORDS AND ALSO DESCRIBED ON RECORD OF SURVEY NO. OWC-035-019-0-1157 AS FILED IN THE WASATCH COUNTY SURVEYORS OFFICE; THENCE ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES (1) NORTH 58°00'22" EAST 1,112.69 FEET (NORTH 57°59'34" EAST 1,111.85 FEET BY RECORD); AND (2) NORTH 48°11'59" EAST 1,098.03 FEET (NORTH 48°11'11" EAST 1,097.66 FEET BY RECORD) TO THE CENTERLINE OF THE TIMPANOGOS CANAL AS DESCRIBED IN THAT CONTRACT AND GRANT OF EASEMENT RECORDED AS ENTRY NO. 212641 OF SAID RECORDS; THENCE ALONG SAID CENTERLINE THE FOLLOWING NINE COURSES: (1) NORTH 17°22'52" WEST 54.83 FEET (NORTH 17°22'52" WEST 54.71 FEET PER SAID PARCEL 2); (2) NORTHWESTERLY 62.66 FEET ALONG A 57.21 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 62°45'14" AND A LONG CHORD OF NORTH 48°45'29" WEST 59.57 FEET; (3) NORTH 80°08'06" WEST 50.43 FEET; (4) NORTHWESTERLY 80.09 FEET ALONG A 77.16 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59°28'06" AND A LONG CHORD OF NORTH 50°24'03" WEST 76.54 FEET; (5) NORTH 20°40'00" WEST 67.54 FEET TO STA 212+38 OF SAID TIMPANOGOS CANAL WHICH STA 212+38 IS SOUTH 1318.48 FEET AND EAST 1244.36 FEET FROM THE 1976 WASATCH COUNTY BRASS CAP MONUMENT FOR THE NORTHWEST CORNER OF SECTION 20 PER PARCEL NO. WCWEP-T-0584(P) OF SAID ENTRY NO. 212641; (6) CONTINUING NORTH 20°40'00" WEST 39.32 FEET; (7) NORTHWESTERLY 26.35 FEET ALONG A 73.32 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°35'35" AND A LONG CHORD OF NORTH 30°57'47" WEST 26.21 FEET; (8) NORTH 41°15'35" WEST 114.29 FEET; AND (9) NORTHWESTERLY 11.22 FEET ALONG A 3,029.45 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°12'44" AND A LONG CHORD OF NORTH 41°09'13" WEST 11.22 FEET TO AN EXISTING FENCE; THENCE ALONG SAID EXISTING FENCE SOUTH 89°54'54" EAST 1,524.20 FEET TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 20; THENCE ALONG SAID NORTH-SOUTH CENTER SECTION LINE SOUTH 00°00'09" WEST 1,774.05 FEET TO THE

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CENTERLINE OF THE SAID TIMPANOGOS CANAL; THENCE ALONG SAID CENTERLINE THE FOLLOWING EIGHT COURSES: (1) NORTH 10°34'34" WEST 26.14 FEET; (2) NORTHERLY 18.66 FEET ALONG A 63.10 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°56'26" AND A LONG CHORD OF NORTH 19°02'47" WEST 18.59 FEET TO STA 236+55 OF SAID TIMPANOGOS CANAL WHICH STA 236+55 IS NORTH 2238.88 FEET AND WEST 10.76 FEET FROM THE 2005 WASATCH COUNTY ALUMINUM PIPE CAP MONUMENT FOR THE SOUTH QUARTER CORNER OF SECTION 20 PER SAID PARCEL NO. WCWEP-T-0584(P) OF SAID ENTRY NO. 212641; (3) CONTINUING NORTHWESTERLY 31.79 FEET ALONG SAID 63.10 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°51'57" AND A LONG CHORD OF NORTH 41°56'59" WEST 31.45 FEET; (4) NORTH 56°22'57" WEST 51.03 FEET; (5) NORTHWESTERLY 56.42 FEET ALONG A 130.89 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 24°41'49" AND A LONG CHORD OF NORTH 44°02'03" WEST 55.98 FEET; (6) NORTH 31°41'08" WEST 60.09 FEET; (7) NORTHWESTERLY 126.00 FEET ALONG A 664.07 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°52'18" AND A LONG CHORD OF NORTH 37°07'17" WEST 125.82 FEET; AND (8) NORTH 42°33'26" WEST 8.76 FEET TO THE NORTH LINE OF PARCEL 1 DESCRIBED IN A WARRANTY DEED RECORDED AS ENTRY NO. 462588 OF SAID RECORDS (WHICH SAID PARCEL 1 IS THE SAME AS PARCEL 4 AS DEPICTED ON A RECORD OF SURVEY MAP PREPARED BY EVERGREEN ENGINEERING FILED AS NO. OWC-035-020-0-881 IN THE WASATCH COUNTY SURVEYORS OFFICE, WHICH BEARINGS ARE ROTATED 0°00'48" CLOCKWISE TO AGREE WITH THE ABOVE DESCRIBED BASIS OF BEARINGS); THENCE ALONG SAID NORTH LINE NORTH 89°59'12" WEST 303.12 FEET (WEST BY DEED) TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE WEST LINE OF SAID PARCEL 1 SOUTH 00°00'48" WEST 425.00 FEET (SOUTH BY DEED) TO AN EXISTING EVERGREEN ENGINEERING REBAR & CAP AND THE NORTHWEST CORNER OF PARCEL 2 OF SAID WARRANTY DEED (WHICH SAID PARCEL 2 IS THE SAME AS QUIT CLAIM #2 AS DEPICTED ON A RECORD OF SURVEY MAP PREPARED BY BUHLER ASSOCIATES FILED AS NO. 0001830 IN THE WASATCH COUNTY SURVEYORS OFFICE); THENCE ALONG THE WEST LINE OF SAID QUIT CLAIM #2 SOUTH 00°32'12" EAST 134.12 FEET (SOUTH BY DEED) TO AN EXISTING BUHLER ASSOCIATES REBAR & CAP; THENCE ALONG THE SOUTH LINE OF SAID QUIT CLAIM #2 NORTH 89°49'38" EAST 528.67 FEET (EAST BY DEED) EXTENDING THROUGH AN EXISTING BUHLER ASSOCIATES REBAR & CAP TO SAID NORTH-SOUTH CENTER SECTION LINE; THENCE ALONG SAID NORTH-SOUTH CENTER SECTION LINE SOUTH 00°00'09" WEST 1,263.25 FEET TO A BING CHRISTENSEN REBAR & CAP AS DEPICTED ON A RECORD OF SURVEY MAP PREPARED BY MCM ENGINEERING AND FILED AS NO. 1033 IN SAID WASATCH COUNTY SURVEYOR'S OFFICE; THENCE ALONG AN EXISTING FENCE NORTH 89°59'12" WEST 676.35 FEET TO STATION 154+09 ON THE CENTERLINE OF THE WASATCH CANAL AS DESCRIBED IN SAID CONTRACT AND GRANT OF EASEMENT RECORDED AS ENTRY NO. 212641 OF SAID RECORDS, SAID POINT BEING 676.32 FEET WEST AND 668.13 FEET NORTH OF THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE CONTINUING NORTH 89°59'12" WEST 52.77 FEET TO THE WESTERLY LINE OF SAID WASATCH CANAL; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FOURTEEN COURSES: (1) NORTHWESTERLY 36.10 FEET ALONG A 180.84 FEET RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°26'10" AND A LONG CHORD OF NORTH 48°19'44" WEST 36.04 FEET; (2) NORTH 42°36'39" WEST 243.31 FEET; (3) NORTHWESTERLY 59.37 FEET ALONG A 244.36 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°55'16"

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AND A LONG CHORD OF NORTH 49°34'17" WEST 59.23 FEET; (4) NORTH 56°31'55" WEST 141.96 FEET; (5) NORTHWESTERLY 52.18 FEET ALONG A 139.48 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°26'10" AND A LONG CHORD OF NORTH 45°48'50" WEST 51.88 FEET; (6) NORTH 35°05'45" WEST 32.66 FEET; (7) NORTHWESTERLY 24.90 FEET ALONG A 52.16 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 27°21'17" AND A LONG CHORD OF NORTH 48°46'23" WEST 24.67 FEET; (8) NORTH 62°27'02" WEST 31.01 FEET; (9) NORTHWESTERLY 59.68 FEET ALONG A 100.00 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°11'34" AND A LONG CHORD OF NORTH 45°21'15" WEST 58.80 FEET; (10) NORTH 28°15'28" WEST 46.48 FEET; (11) NORTHWESTERLY 27.92 FEET ALONG A 75.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°19'55" AND A LONG CHORD OF NORTH 38°55'26" WEST 27.76 FEET; (12) NORTH 49°35'23" WEST 30.70 FEET; (13) NORTHWESTERLY 89.92 FEET ALONG A 200.95 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°38'22" AND A LONG CHORD OF NORTH 36°46'12" WEST 89.18 FEET; AND (14) NORTH 23°57'01" WEST 0.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COMMONS BOULEVARD PER WASATCH COMMONS SUBDIVISION PHASE 1 RECORDED AS ENTRY NO. 362478 OF SAID RECORDS, WHICH SAID PHASE 1 BEARINGS ARE ROTATED 0°01'39" COUNTERCLOCKWISE TO AGREE WITH THE ABOVE DESCRIBED BASIS OF BEARINGS; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES: (1) WESTERLY 252.73 FEET ALONG A 483.50 FEET RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°56'58" AND A LONG CHORD OF NORTH 75°05'36" WEST 249.86 FEET; AND (2) NORTH 60°07'07" WEST 29.46 FEET; THENCE NORTH 29°52'53" EAST 67.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COMMONS BOULEVARD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHTEEN COURSES (1) NORTH 60°07'07" WEST 50.00 FEET; (2) NORTHWESTERLY 13.57 FEET ALONG A 17.50 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 44°24'55" AND A LONG CHORD OF NORTH 37°54'40" WEST 13.23 FEET; (3) NORTH 60°07'07" WEST 103.22 FEET; (4) WESTERLY 391.17 FEET ALONG A 488.50 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 45°52'49" AND A LONG CHORD OF NORTH 83°03'31" WEST 380.80 FEET; (5) WESTERLY 30.50 FEET ALONG A 35.50 FEET RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 49°13'32" AND A LONG CHORD OF NORTH 81°23'10" WEST 29.57 FEET; (6) WESTERLY 50.41 FEET ALONG A 94.50 FEET RADIUS REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°33'53" AND A LONG CHORD OF NORTH 72°03'20" WEST 49.82 FEET; (7) NORTHWESTERLY 34.27 FEET ALONG A 35.50 FEET RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55°18'12" AND A LONG CHORD OF NORTH 59°41'11" WEST 32.95 FEET; (8) NORTH 32°02'05" WEST 11.88 FEET; (9) SOUTH 50°08'15" WEST 77.72 FEET; (10) SOUTH 32°02'05" EAST 1.29 FEET; (11) SOUTHERLY 34.27 FEET ALONG A 35.50 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55°18'12" AND A LONG CHORD OF SOUTH 04°22'59" EAST 32.95 FEET; (12) SOUTHERLY 26.91 FEET ALONG A 94.50 FEET RADIUS REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°18'53" AND A LONG CHORD OF SOUTH 15°06'41" WEST 26.82 FEET; (13) SOUTHWESTERLY 31.61 FEET ALONG A 35.50 FEET RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°00'41" AND A LONG CHORD OF SOUTH 32°27'35" WEST 30.57 FEET; (14) SOUTH 57°57'55" WEST 24.11 FEET; (15) SOUTHWESTERLY 21.44 FEET ALONG A 135.00 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°05'55" AND A LONG CHORD OF SOUTH 62°30'53" WEST 21.42 FEET; (16) SOUTH 67°03'50" WEST

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52.01 FEET; (17) SOUTHWESTERLY 26.20 FEET ALONG A 165.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09°05'55" AND A LONG CHORD OF SOUTH 62°30'53" WEST 26.17 FEET; AND (18) SOUTH 57°57'55" WEST 27.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,038,681 SQUARE FEET OR 138.629 ACRES.

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SOUTH PARCEL:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20 ALL IN TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 40 PROJECT NO. F-019-1(1), SAID POINT BEING NORTH 0°08'37" WEST 687.06 FEET ALONG THE SECTION LINE AND EAST 659.19 FEET FROM THE 1999 WASATCH COUNTY SURVEY ALUMINUM CAP MONUMENT MARKING THE SOUTHWEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 04°04'03" EAST 2857.85 FEET ALONG A LINE DEFINED BY WASATCH COUNTY WATER SERVICE AREA NO. 1 SURVEY CONTROL MONUMENTS NO. 706 AND NO. 708 (BOTH ALUMINUM PIPE CAP MONUMENTS) SEE THE SURVEY CONTROL SHEET FOR THE CENTRAL UTAH WATER CONSERVANCY DISTRICT, WASATCH COUNTY WATER EFFICIENCY PROJECT, DRAWING NO. G-8 AS RECORDED IN BOOK 630 AT PAGES 766-767 AND AS ENTRY NO. 259146 OF THE WASATCH COUNTY RECORDS); THE PARCEL 2 DESCRIPTION AS RECORDED AS ENTRY NO. 396936 OF SAID RECORDS, WHICH SAID PARCEL 2 BEARINGS ARE ROTATED 0°01'39" COUNTERCLOCKWISE TO AGREE WITH THE ABOVE DESCRIBED BASIS OF BEARINGS; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 32°00'02" WEST 748.34 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 40 TO THE BOUNDARY LINE OF WASATCH COMMONS SUBDIVISION, SAID BOUNDARY ALSO BEING THE SOUTH RIGHT OF WAY LINE FOR COMMONS BOULEVARD; THENCE ALONG THE SAID SOUTH RIGHT OF WAY LINE AND BOUNDARY LINE NORTH 57°57'55" EAST 146.97 FEET; THENCE NORTHEASTERLY 33.19 FEET ALONG A 35.50 FEET RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 53°33'54" AND A LONG CHORD OF NORTH 84°44'52" EAST 31.99 FEET; THENCE SOUTHEASTERLY 31.12 FEET ALONG A 94.50 FEET RADIUS REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°52'06" AND A LONG CHORD OF SOUTH 77°54'14" EAST 30.98 FEET; THENCE SOUTHEASTERLY 34.27 FEET ALONG A 35.50 FEET RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 55°18'12" AND A LONG CHORD OF SOUTH 59°41'11" EAST 32.95 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE FOR GREEN VALLEY ROAD; THENCE ALONG SAID RIGHT OF WAY LINE AND SAID BOUNDARY LINE SOUTH 32°02'05" EAST 10.00 FEET; THENCE NORTH 57°57'55" EAST 12.00 FEET; THENCE SOUTH 32°02'05" EAST 44.05 FEET; THENCE SOUTHEASTERLY 14.86 FEET ALONG A 153.00 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5°33'55" AND A LONG CHORD OF SOUTH 34°49'02" EAST 14.86 FEET; THENCE SOUTH 37°36'00" EAST 36.75 FEET; THENCE SOUTHEASTERLY 59.80 FEET ALONG A 447.00 FEET RADIUS CURVE TO THE

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RIGHT THROUGH A CENTRAL ANGLE OF 7°39'55" AND A LONG CHORD OF SOUTH 33°46'03" EAST 59.76 FEET; THENCE SOUTH 29°56'05" EAST 24.60 FEET; THENCE SOUTHEASTERLY 92.27 FEET ALONG A 2517.50 FEET RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 2°06'00" AND A LONG CHORD OF SOUTH 30°59'05" EAST 92.26 FEET; THENCE SOUTH 32°02'05" EAST 544.50 FEET; THENCE NORTH 89°59'12" WEST 270.18 FEET TO THE POINT OF BEGINNING.

CONTAINS 185,067 SQUARE FEET OR 4.249 ACRES

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Property

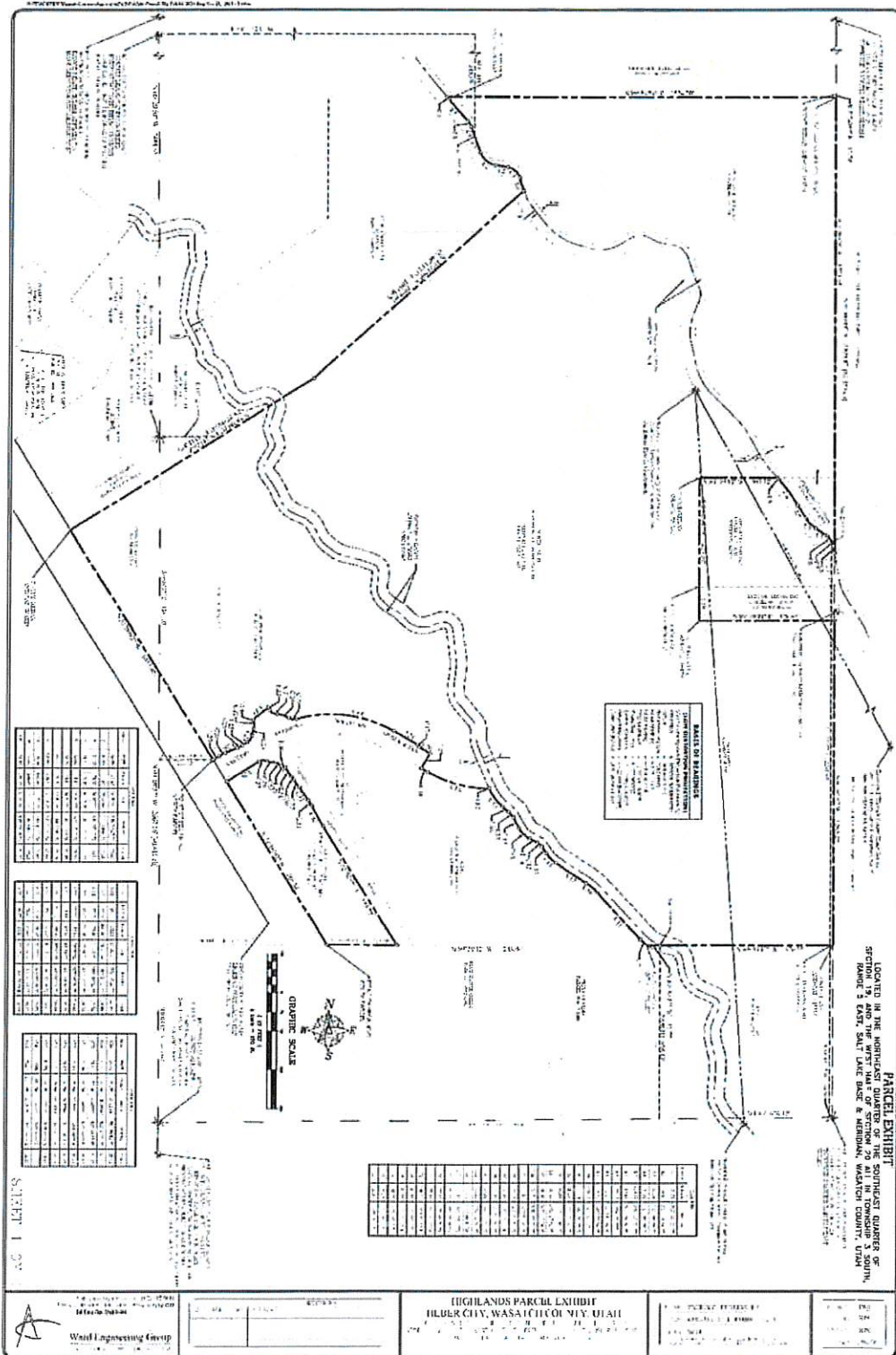


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HIGHLANDS ANNEXATION PLAT
 LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 AND THE
 WEST HALF OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 3 EAST, S.W. CORNER BASIN 2 WESTMAN

LEGAL DESCRIPTION
 [Detailed legal description text]

LEGAL DESCRIPTION
 [Detailed legal description text]

LEGAL DESCRIPTION
 [Detailed legal description text]

LEGAL NOTES
 [List of legal notes and conditions]

GENERAL NOTES
 [List of general notes and conditions]

MAP LEGEND
 [Legend for map symbols and colors]

ACCEPTANCE BY LEASING BODY
 [Signature and date line]

DATE OF ACCEPTANCE
 [Date line]

PARCEL 00 0001 777
 PARCEL 00 0001 801
 PARCEL 00 0001 304
 VERNON HOLDINGS, LLC
 PARCEL 00 0001 201
 AND 00 0001 202
 PUBLIC POLICY
 FRANKLIN CHURCH'S BULL HEAD
 GREEN VALLEY ROAD & HIGHWAY 40

DATE OF REVISION: 11/28/17
REVISED BY: [Signature]
SCALE: 1" = 100'

Ward Engineering Group
 [Signature and Stamp]

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Property

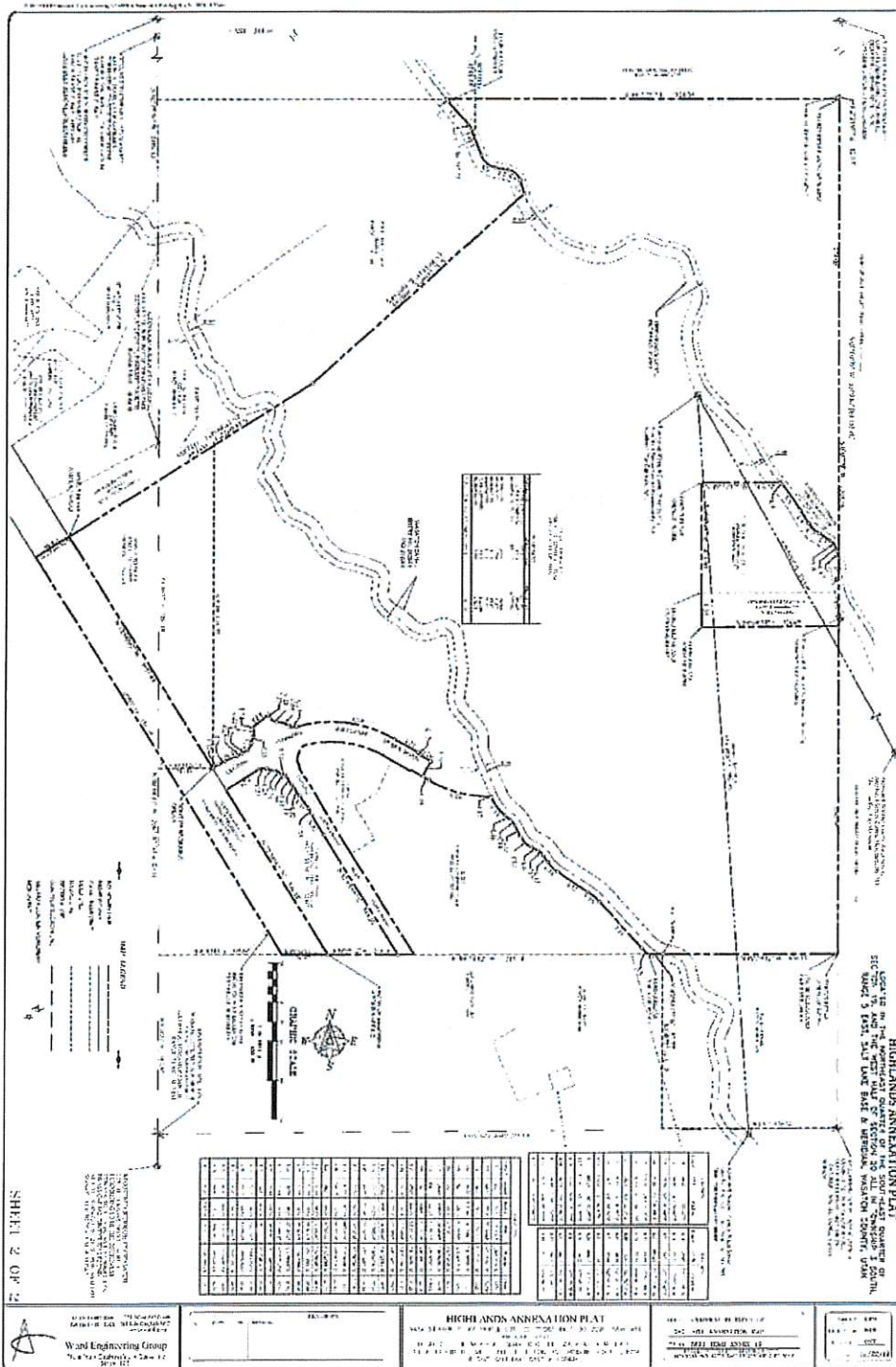


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Design Guidelines

THE HIGHLANDS

A Master-Planned Community

MDA-Exhibit "B"

DESIGN GUIDELINES

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Design Guidelines

RESIDENTIAL DEVELOPMENT

1.0 INTRODUCTION

The information in the Highlands Residential Design Guidelines is for Estate/ Custom Homes, Traditional Single-Family (front & alley loaded garage), Patio Homes, Courtyard Homes, Carriage Homes, Duplex/ Paired Homes, Town Houses and Multi-Family Dwellings development governing the appearance and use restrictions within the Highlands Development. The intent of these guidelines is to preserve the integrity of the land use plan and its proposed configurations. It is possible that each neighborhood as it is developed may have additional design guidelines that are meant to clarify those outlined here.

Individual homes are anticipated to be accessed from public, private and local streets; however, a sub-local street standard or shared driveway may be used. These neighborhoods will be characterized by a variety of lot sizes and architectural types. Variations in setbacks, both in front and back and from side to side are encouraged. To the greatest extent possible, subdivision design shall be such that it takes advantage of the views.

Community open space will be provided in the form of passive open space, parks, public spaces and trails and paths to encourage connectivity to other developments and to the regional trails network. Entry features and other streetscape enhancements will provide open space character to the neighborhoods.

The guidelines and requirements within this document will help to ensure that the visual quality and desirability that form the basis for investing in the Highlands Development remains stable for both current and future residents. These guidelines, in addition to the following documents:

1. Highlands Master Development Agreement (HMDA)
2. Highlands Masterplan Plan (HMP)
3. Highlands Covenants, Conditions and Restrictions (CC&R's)
4. NVOZ – North Village Overlay – Heber City Chapter 18 district & development standards. NVOZ District Guidelines shall govern where omission within these documents occurs.

shall guide the decisions that are made by the Highlands Design Review Committee (HDRC) when reviewing applications for development or construction.

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2.0 DESIGN GUIDELINES

2.1 Purpose and Intent -

This document is intended to be an appendix to the Highlands Master Development Agreement and to govern all residential development and construction within the Highlands Development.

2.2 Use of Design Guidelines -

The Master Developer or subsequent developer shall utilize these guidelines when designing neighborhood and reviewing applications for residential and/or sub-developer construction. These guidelines shall be made available to lot owners at the time of closing.

2.3 Compliance with Guidelines -

Residential construction shall conform to these guidelines. This includes new construction, modifications or additions to existing structures that may or may not require the issuance of a building permit. Landscaping, grading and site development work within the boundary of an individual lot is also covered by the requirements of this document. The guidelines shall equally be applied to both developer-initiated construction as well as that of individual lot owners.

2.4 Modification of Guidelines -

These Guidelines may be modified upon approval of the HDRC in an effort to respond to future development or issues within the Development. Any Modifications or change shall follow the approval procedures as outlined in the Master Development Agreement. The modifications shall become effective upon approval of the HDRC.

3.0 Neighborhood Design

3.1 Streets -

Streets shall follow the Master Transportation Plan and Roadway Cross Sections Plan as identified in the NVOZ. In general, streets shall be designed to meet the level of travel, safety, and service, while incorporating principles of traffic calming and pedestrian compatibility, i.e., tree-lined streets with pedestrian ways and linkages, decreasing the need for pavement width by spreading traffic through a grid or modified street hierarchy system. In general, all neighborhoods shall have two points of access as required by City's Vested Laws.

The use of one or more cul-de-sac streets within a development in the Property will be allowed where:

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Portions of the land otherwise meeting ordinary use requirements would not be reasonably accessible without a cul-de-sac due to topographical, hydrological or other unique limiting conditions; and the cul-de-sac utilizes either a circular turnaround or a hammerhead turn around facility that meets the requirements of the City's Vested Laws at intervals along the cul-de-sac not exceeding every 1320 feet to allow for snow and solid waste removal and emergency traffic.

Private areas and gated streets are allowed as long as adequate emergency vehicle access can be maintained. The overall design should promote lower design speeds.

3.3 Sidewalks and Pathways •

The Highlands Development will include a wide variety of common area walkways, paths, and trails as specified in the NVOZ. The type of construction, size, and location of these trails will be determined by developer and the location will be coordinated with the City during the design of each phase of construction. The eventual use and development need will be evaluated when determining the level of facility that is to be built.

3.4 Crosswalks •

Use of crosswalks shall be incorporated within the project, at intersections, within parking lots, or other needed pedestrian connections. Crosswalks shall be so configured to be a design feature of the development, i.e., stamped/colored concrete, heavy painted lines, pavers, edges, and other methods of emphasizing pedestrian use. Bulb-outs and other pedestrian design may be used to shorten walking distances across open pavement. Medians may be used in appropriate areas to encourage walking and to act as a "refuge" for crossing pedestrians. In mountain areas with challenging slopes ADA ramps at the intersection may not meet ADA specifications in such areas, the developer shall get written documentation from their engineer indicating the reason why the ramps cannot comply with ADA standards.

3.5 Parcel Lot Size •

Parcels shall be of sufficient size to assure compliance with the approved plat, and the following the NVOZ standards as adopted by the city.

3.6 Open Space •

There are two primary types of Open Space within the development. Both Passive and Active Open Space shall follow the land use plan and satisfy the

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open space requirement per the NVOZ.

Passive Open Space – These are areas of the project that are intended to stay undeveloped and retain their natural beauty and would retain a rural feel to the project. These areas may include hillsides, ridgelines, natural drainage corridors, and canyons. These areas might also provide a buffer to adjacent land owners or transition of one land use to another. These areas might include developed trails, roadways to facilitate access, utility corridors, detention facilities, debris basins, swales, and public works facilities.

Active Open Space – These are the developed open space areas of the project. These areas would include community or neighborhood parks, pedestrian walkways, wide parkways, trails and trail heads, playgrounds, ball fields, golf courses, detention areas, tennis courts, swimming pools, pavilions, picnicking areas, camping areas, community / recreation centers, etc. These areas focus on a full range of active recreational facilities. The developer shall develop an active open space area within a quarter mile of each resident within the development. This will help promote a walkable neighborhood and a sense of place within the development

Trails should be designed to follow the Overall Circulation Plan (Exhibit “T” of the MDA), or to take people to destinations within the development or provide for connectivity to adjacent future development by others.

The developer shall dedicate the active and passive open space on a plat by plat or phase by phase basis as shown on the Open Space and Trails Plan. Open space may be dedicated to the city or other entity that is not contiguous to a plat. Open space and park areas shown on the Master Plan and Circulation Plan are for illustrative purposes only and subject to change, however final plat shall prevail. These open spaces are to be dedicated to the Owners Association, City, or other entity. These areas are to remain as intended when platted.

3.7 Intentionally left Blank

3.8 Storm Drainage *

All drainage facilities shall comply with City stormwater management and drainage requirements. Low impact detention techniques are encouraged. Grading should meet aesthetics, safety, and proper drainage. Retaining is preferred over long shallow cut or fill slopes. Retaining walls should be

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integrated with landscaping features to provide screening. Walls may be terraced with landscaping on the flat areas

4.0 SITE DEVELOPMENT STANDARDS

Proposed construction of improvements within lots and building sites for Residential homes shall be reviewed and approved according to compliance with the following standards.

4.1 Setbacks •

Residential building setbacks within Highlands shall vary according to lot size and land use. Setbacks are listed in the NVOZ District Guidelines. Additional setback modifications may be granted by the HDRC for housing and/or commercial building types that have not been contemplated in the guidelines or the NVOZ.

4.2 Building Heights •

Main structure building heights for specific densities are as described in the NVOZ District Guidelines, not to exceed 4 stories.

4.3 Garages and Accessory Buildings •

The use of recessed and side-turned garages and other configurations as defined in the NVOZ are encouraged. Garages may be attached or detached from the primary residence.

Buildings with front-loading garages flush with front of main building facade must have a covered porch. Other front-loading garages will be evaluated on a case-by-case basis by the HDRC. The visual image of attached garages should be minimized in the streetscape, and the garage proportion should be proportionate to the homes living space. Garage frontage must not exceed 50% of the front facade area. This may be accomplished by the use of structural elements, variation within the building facade or decorative elements on the garage facade.

Front porches and building entries may protrude in front of the garage as allowed by the lot setback. Detached garages or sheds must be similar in style and color to the primary residence. A detached garage must be placed within the side or rear yard area of the lot and must be clearly shown on the siteplan that is submitted for review. Accessory Buildings shall be of a permanent nature and must be of similar construction, materials, and color as the primary residence. All Accessory Buildings must meet required setbacks as specified in the NVOZ and must be screened from public view.

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4.4 Porches, Decks and Overhangs •

Covered porches, decks and overhangs are required to provide variety to the building facades of each residence while maintaining architectural integrity and unity within the structure. The appearance of 'add-on' elements should be avoided by integrating these elements into the design of the structure. They should generally be designed to be open and inviting. They should not be long, narrow corridors leading to the front door.

4.5 Mailboxes •

All residential units are to receive mail at designated cluster box locations. Cluster Box locations shall be identified on the Final Improvement Plans.

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5.0 ARCHITECTURAL STANDARDS

The development of the Highlands Property will occur over many years. It is clear that Architectural styles will change with time. A community or neighborhood is physically unified by common design features – which are comprised of a coherent variety of building mass and style, suitable variety of roof types, façade treatment, scale and style of elements, consistency of materials, convincing execution of important details, pleasing array of colors – and the relationship of these features to the public spaces and streets. The buildings in neighborhood, as a combined group, shall contribute to the overall architectural theme and establish an authentic sense of the place. The Architectural Standards within the NVOZ – North Village Overlay Zone District adopted by the City.

The architectural patterns within the Highlands Development will encompass a wide variety of types. Different combinations of material including: stucco, cementfiber siding, masonry, brick, wood, timber, glass and stone are encouraged to be used to complement each and work together to produce a harmonious style. The HDRC shall have broad discretionary powers in the review and approval of architecture.

5.1 Style and Character

The general style and character of each residence shall be appropriate to The Architectural Standards within the NVOZ – North Village Overlay Zone District adopted by the City, and shall meet or exceed NVOZ standards

5.2 Roofs

The design of the roof should appear as an integrated architectural element. Generally, continuous long roof lines are discouraged. A 30-year architectural grade roofing material is the minimum required for roofs in the Highlands Development. Other shingle materials that meet or exceed the minimum requirement may be approved by the HDRC.

A minimum fascia height of 6" shall be required for all homes. These elements shall be finished to match the finish and color or the trim of accent color of the home. Exposed rafters and open soffits shall only be allowed by the HDRC when they relate to the style of the architecture. In such cases, the soffit and rafters must be painted or stained to match the building. Soffit and fascia finish materials must be approved by the HDRC.

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5.3 Porches and Decks •

The use of covered porches and decks to extend the living area outdoors is required. The use of railings on porches is encouraged and/or required pursuant to the building code.

Rear decks shall be integrated into the design of the structure. The appearance of a deck supported by 'spindly legs' should be avoided with minimum size support posts of 6"x 6". The HDRC may require the use of structural elements beyond that required by building code to achieve visual balance between the deck and the support structure. The deck must meet the required rear and side yard setbacks as allowed in the NVOZ adopted by the City.

5.4 Retaining•

The use of retaining walls is allowed as long as the wall follows general architectural and engineering standards. Retaining walls should be shown on the site plan as well as a note to identify the type of material(s) to be used for the wall. Walls on individual lots must be located entirely within the boundary of the lot, unless appropriate easements are acquired and recorded. The developer may also use retaining walls to enhance landscaping, provide safe transitions from Open Spaces to Developed Spaces and provide good land planning and drainage throughout the development.

5.5 Contemporary and Technological Conveniences •

New products and technological conveniences such as satellite dishes may be evaluated and regulated as to location and use by the HDRC. Satellite dishes larger than 24 inches in diameter, and radio and TV antennas taller than 8 feet shall not be permitted except by special permission from the HDRC and the City. Location, visibility from adjacent properties, color and screening will be considered in granting permission for such devices. Approval of such devices shall be considered a 'Conditional Use'. As such, the permit may be withdrawn by the HDRC and the City upon violation of any conditions that were imposed at the time of the approval. In such cases, the device must be removed within 30 days of cancellation of the permit.

5.6 Fencing•

All proposed fencing must be submitted for approval to the Highlands Design Review Committee (HDRC) prior to construction or installation. All requests

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submitted to the HDRC for approval will be reviewed within 30 days from the date received at the development office.

Property owners should only install fencing on their property. If property lines are not clearly marked, the property owner shall have a surveyor determine and mark the property lines.

Height. Fencing shall not exceed 72" (6') in height along-side and rear property lines, and not exceed 48" (4') along front property lines and along-side property lines from front home wall to front lot line. All heights measured from final grade. Where fencing occurs along a property line separating two lots and there is a difference in grade on the properties, the fence may be allowed to the maximum height permitted on either side of the property line.

Allowed Fencing. All fencing materials must be wood. See examples below. Chain link and vinyl fencing is prohibited. Fencing color shall be earthtones; white color is prohibited. Note: These adopted guidelines void any previous standard or guidelines. All fencing materials within a front yard or side yard adjacent to a public street must be transparent in nature. See examples below.

Privacy Fence (max. height 6')



Open Space Fence (max. height 4'-0")



* Open space fence allowed to have 2" x 4" wire mesh for pet containment.

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Transparent Fence Types permitted in front yards or side yard adjacent to a public street.

Rail Fencing



Welded Wire Fencing



Rod Iron Fencing



Prohibited Fencing

5.8 Accessory Commercial Uses •

Home offices are permitted in the Highlands Development provided they meet all requirements as specified in the Heber City Code and a commercial business license has been issued by the city. The HDRC must be notified by the applicant of the request for a business license located within the subdivision. Additional restrictions may be requested by the HDRC at the time the license is issued. The use of business signage is prohibited.

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6.0 LANDSCAPE STANDARDS

The landscape standards shall be outlined for each phase of development depending on the type of development. The natural landscape of the Highlands Project is high mountain desert. This overriding character should be preserved within the development. In order to minimize the use of water and to integrate the development within the natural landscape the use of lawns is discouraged. Choice of plants should include native and drought tolerant species, such as those suggested by Utah State University Extension, "Selection and Culture of Landscape Plants in Utah"

(https://digitalcommons.usu.edu/cgi/viewcontent.cgi?article=1725&context=extension_histall)

Residential Units shall have no more than 1000 SF of sod total. Each subdivision shall comply with the following minimum standards, but additional standards maybe required. The Builder/Applicant for HDRC approval shall be required to implement these standards as well a landscaping deposit. Failure by the builder/applicant to complete the required landscaping as outlined in section 7.0 will result in loss of the associated escrowed deposit. The escrow requirement maybe changed or waived by Highlands at its sole discretion. The HDRC shall have broad discretionary powers in the review and approval of landscaping.

6.1 Landscape Planting -

Each lot or residential parcel shall meet or exceed the following landscape standards:

Front Yard Landscaping - The front yard area (including park strips) of each lot or parcel must be landscaped by the builder/applicant prior to issuance of the 'Certificate of Occupancy'. When 'C of O' occurs during fall or winter months (defined as November 1 to April 30), the builder/applicant shall be required to install front yard landscaping by June 30th of the following year. It is the builder/applicant's responsibility to ensure that front yard landscaping is installed within the timeframes listed above. After installation of front yard landscaping is complete, 50% of the escrowed amount may be released upon written request by the builder/applicant.

The minimum requirements for front yard landscaping (based on square footage of front yard area) is as follows:

- A. 2 trees (2" caliper min. measured 3' from ground level) located along a public road right-of-way.
- B. 6 shrubs (5 gallon) per 600 sf
- C. 2 evergreen shrub (5 gallon) per 600 sf

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- D. Sod or natural grasses
- E. Underground Irrigation System

Park Strip Landscaping – Any street with park strip areas adjacent to the front, rear and side yard areas of each lot are to be landscaped by the builder/applicant and maintained by the homeowner or homeowner association as designated by each neighborhood's CCRs. No materials other than the approved trees or native seed mix may be installed in park strip areas. Drought tolerant landscaping is preferred, such as those designs suggested by Utah Water Savers (<https://utahwatersavers.com>). Street trees shall be located within the park strip between the sidewalk and curb. Clearzones for visibility and safety must be considered when locating street trees on corner lots. The side park strips on corner lots must follow the rule of 1 tree every 30'. All street tree species shall be in conformance with the approved City tree list. Any tree that is placed in the park strip that is contrary to the approved tree list may be removed and replaced with an appropriate tree by the HDRC at the lot builder/applicant's expense.

Rear Yard Landscaping - The rear yard area of each lot or parcel must be landscaped by the builder/applicant within 90 days of the issuance of the 'Certificate of Occupancy'. When 'C of O' occurs during fall or winter months (defined as November 1 to April 30), the builder/applicant shall be required to install rear yard landscaping by June 30th of the following spring. After installation of the rear yard landscaping is complete, the remaining 50% of the escrowed amount may be released upon written request by the builder/applicant.

The minimum requirements for rear yard landscaping are as follows:

- A. 3 Trees (2" cal. min. measured 3' from ground level)

The balance of the rear yard shall be landscaped with native seed mix, sod (not to exceed the total permitted 1000 SF requirement for the yard), ground cover, planting beds, or a vegetable garden.

Side Yard Landscaping - The side yard area (including park strips) of each lot or parcel must be landscaped by the builder/applicant prior to the issuance of the 'Certificate of Occupancy'. The minimum requirements for side yard landscaping shall be the installation of native grass mix, ground cover or planting beds. On corner lots, the side yard facing the street shall be treated as a

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front yard and landscaped accordingly by the builder/applicant.

All landscaping is required to be installed with an automatic irrigation system. Irrigation systems must be designed to minimize impact to site yet provide enough moisture to ensure healthy plantings. The use of a water conserving drip irrigation system is encouraged.

Landscaping in the Patio Lots and Multifamily areas shall conform to the above listed standards where applicable but should also provide a landscape plan as part of the site plan submittal to the City. The Landscaping in these areas should be designed to help soften the density and generally should be maintained under a Home Owners Association.

6.2 Erosion Control Planting or Measures •

All graded areas of any lot may be required to install temporary erosion control plantings or similar erosion control measures in advance of the final landscape installation. All final landscape plans must address erosion control issues for the home, the lot and any drainage easements that may exist along the lot boundaries. Homeowners may not alter or remove any existing permanent erosion control, drainage system improvements, or any other permanent infrastructure without prior approval from the HDRC. Erosion control plans shall be submitted to the HDRC for review and approval.

All erosion control plans must follow current SWPPP standards.

6.3 Plantings Adjacent to Development Open Space •

Private residential plantings along Development open spaces should be planned to provide for screening and privacy where desired by the homeowner. A hard, mowable edge or a planting bed with a spun fabric weed barrier is recommended along the boundary. As maintenance within the common areas may vary and planting may be limited to native vegetation this will help to minimize weed intrusion into the residential landscape. Placement of private landscaping within the common area is not permitted. Any such plantings may be removed by future development without notice or compensation to the homeowner. Maintenance to control weeds and fire hazards within the common areas by the owner of an adjacent property may be permitted upon approval of the HDRC.

6.4 Recommended Plant Materials •

Plantings within the Highlands Development common areas and rights-of-way park strips shall be selected from the approved list in The NVOZ

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'Recommended Plant Materials'. Lot owners should use this list as a guide for individual landscape planting plans within the development. Plants listed as **'Prohibited'** are not allowed within the Highlands development.

6.6 Maintenance *

Each owner, at the Owner's sole cost shall be responsible for the maintenance and repair of all landscaping on the Owner's lot or parcel. This includes the area between the street curb and park strip behind the curb. All landscaping shall be maintained in good condition including but not limited to irrigation, mowing, fertilization, pruning, pest and disease control, trash removal, fencing, or any other improvement within the landscaped area. Dead, damaged or dying plant materials and damaged or deteriorating structural elements shall be removed or replaced as soon as possible when an unsightly or potentially hazardous condition becomes apparent. It is possible that the maintenance may be the responsibility of the Home Owner's Association and this will be identified in each neighborhood's CCRs.

6.7 Weed Control *

Each owner shall be responsible to control weed growth on their lot or parcel. Weeds may not be permitted to exceed 6" in height with the exception of common area parcels that are planted in native vegetation. Any vegetative growth that is deemed to be a fire hazard by the municipal authorities shall be removed within 5 business days at the owner's expense. This requirement shall apply to both developed and undeveloped properties.

7.0 LIGHTING AND MISCELLANEOUS SITE FEATURES

The intent of this section is to provide security and safety for sidewalks, pathways, and streets while preserving the night-time sky. All lighting shall comply with the City's Dark Sky standards.

7.1 Site Lighting *

The provision of adequate lighting while maintaining the rural nature of the surrounding areas is an important design goal for the Highlands Development. Streetlights will be installed along public roads. Local roads will be lit per the City street lighting standards and are required to use Dark Sky compliant fixtures.

Pathway Lighting – Pathways within the core areas of the commercial and multifamily development may be illuminated subject to safety needs. These light fixtures shall be of a bollard type of light or a low height pole lamp directed downward. Illumination levels shall be chosen based on the intended

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use of the pathway, location within the Development, safety criteria and City approval.

House Lighting - All exterior light fixtures on residences must be dark sky compliant subject to safety needs. Security lighting installed on a residence shall be concealed from the street view by locating it under eaves or in niches built into the architecture and painted to match the structure. The use of any light source with a color other than white or pale yellow shall be prohibited except for holiday lighting.

Landscape Lighting - Landscape lighting is permitted within each lot as long as it meets the intent of the 'House Lighting' section outlined above. All landscape lighting shall be low voltage and of commercial quality. Landscape lighting shall be used for accent lighting and not for general illumination of the residential lot.

Holiday Lighting and Decorations - Holiday lighting and decorations shall not become a nuisance to neighbors. Holiday lighting and decorations may be displayed for a period of (45) days prior to and (30) days after the holiday it is intended for.

7.2 Fixtures and Appurtenances •

All fixtures and appurtenances such as lighting, benches, bike racks, mailboxes and street signs in private areas shall be selected by the HDRC. The use of any fixture within the public areas of Highlands must be reviewed and approved by the HDRC and Heber City.

8.0 SIGNAGE

Signage continuity is important to the long-term values within Highlands. The formulation of a Development identity will be governed by the HDRC. All builders shall be required to submit sign programs and designs to the HDRC for approval prior to installation of any sign within the Highlands Development.

8.1 Temporary Signage •

Real estate, construction and similar temporary signage shall be governed by the HDRC. Signs must be maintained in a clean and safe manner. Any damaged sign must be repaired or removed immediately.

8.2 Flags and Flagpoles •

All flags and flagpoles, whether permanent or temporary, must be approved by the HDRC. However, this shall not prohibit the displaying of the American or

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State Flags. An exception to this requirement shall be the placement of no more than two (2) poles not exceeding five feet each in length on an approved structure. Flags on these poles may not exceed fifteen (15) square feet each.

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Appendix Exhibits located in the Master Development Agreement (MDA).

- Exhibit A – Property
- Exhibit B – Design Guidelines
- Exhibit C – Infrastructure Plan
- Exhibit D – Master Plan
- Exhibit E – Secondary Access Roads
- Exhibit F – Approval Process
- Exhibit G – Outsourcing
- Exhibit H – Project Park
- Exhibit I – Conceptual Circulation Plan and Roadway Cross Section
- Exhibit J – Land Disturbance Permit
- Exhibit K – City’s Vested Laws

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Infrastructure Plan - Roadway Infrastructure
 *Plan Subject to MDA requirements

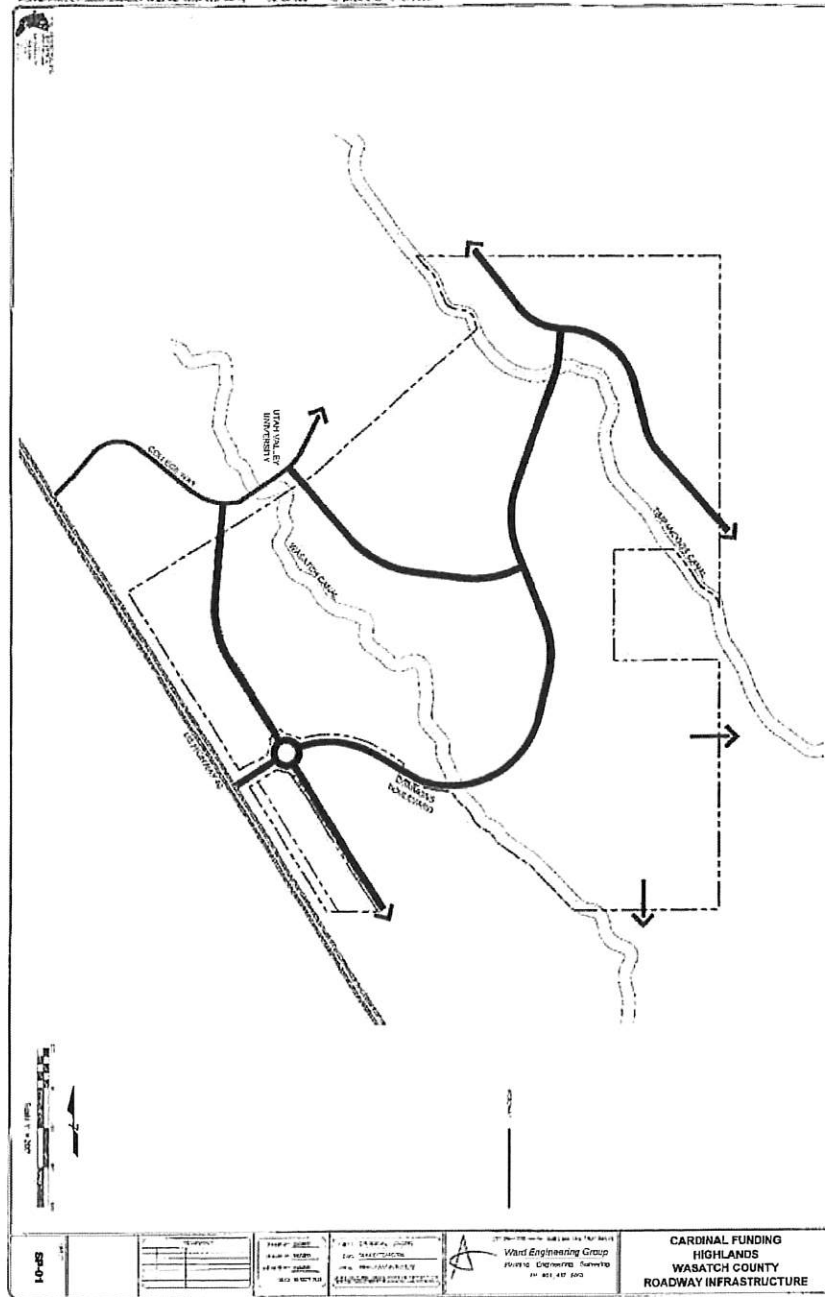


EXHIBIT C - INFRASTRUCTURE PLAN

EXHIBIT C
to
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Infrastructure Plan - Water Infrastructure

*Plan subject to North Village Special Service District requirements

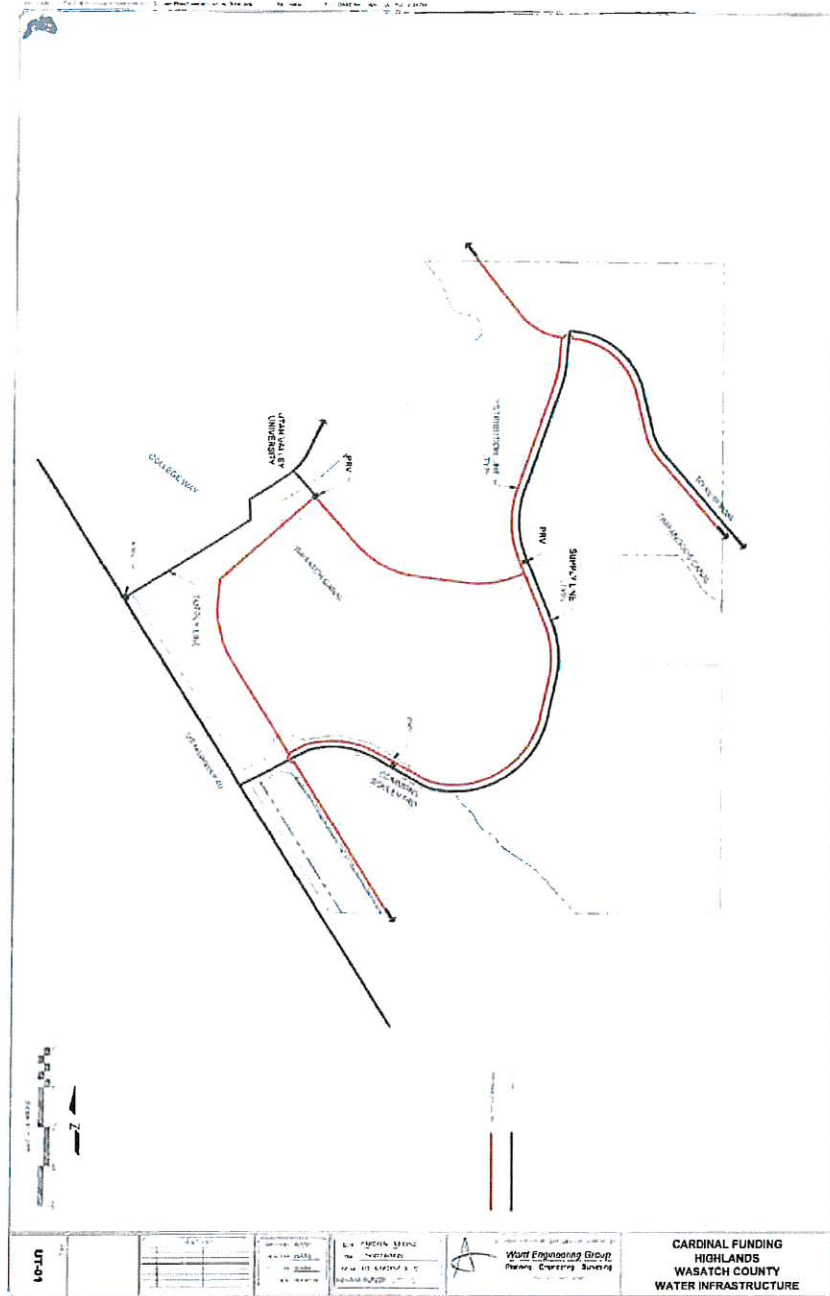


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Infrastructure Plan – Irrigation Infrastructure

*Plan subject to North Village Special Service District requirements

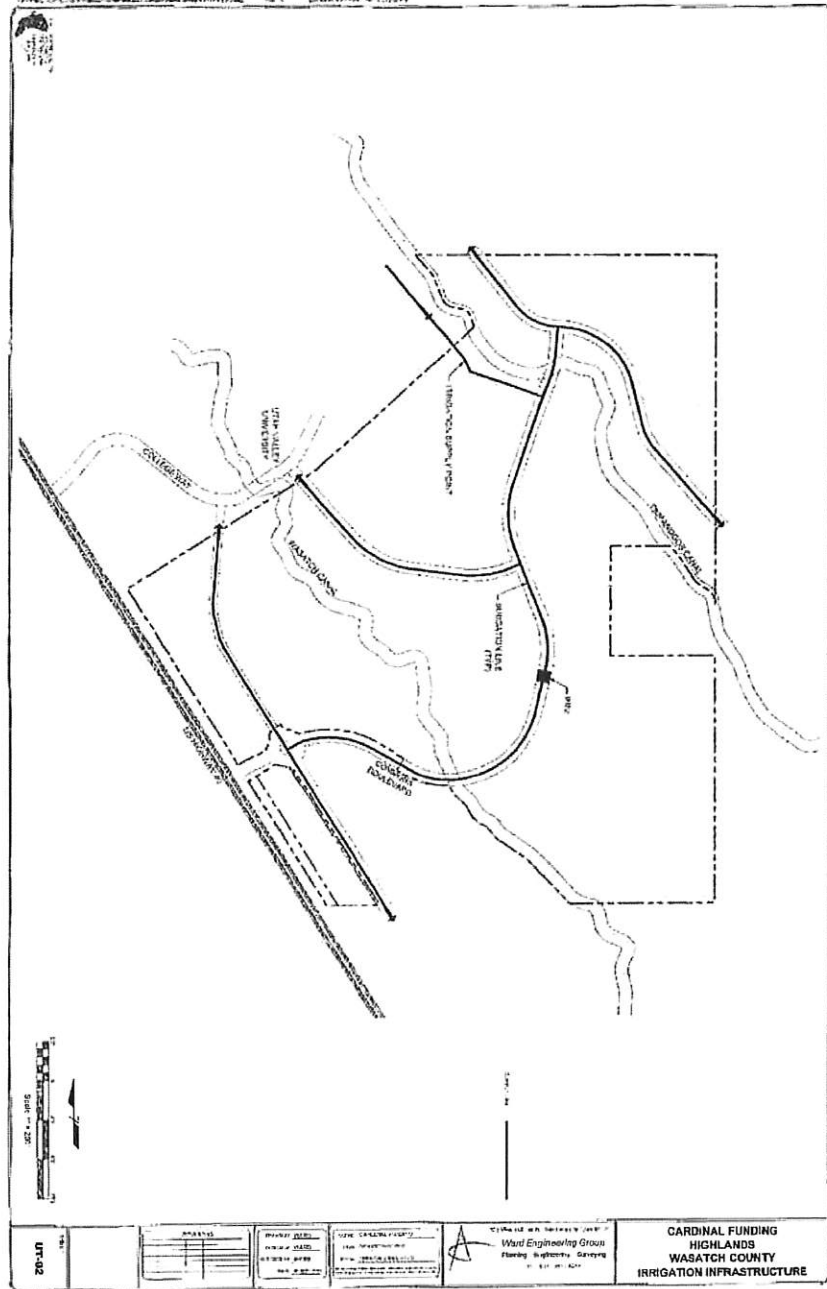


EXHIBIT C-IRRIGATION PLAN

EXHIBIT C
to
DEVELOPMENT AGREEMENT
FOR THE
HIGHLANDS MASTER PLANNED COMMUNITY

Infrastructure Plan - Sewer Infrastructure

*Plan subject to North Village Special Service District requirements

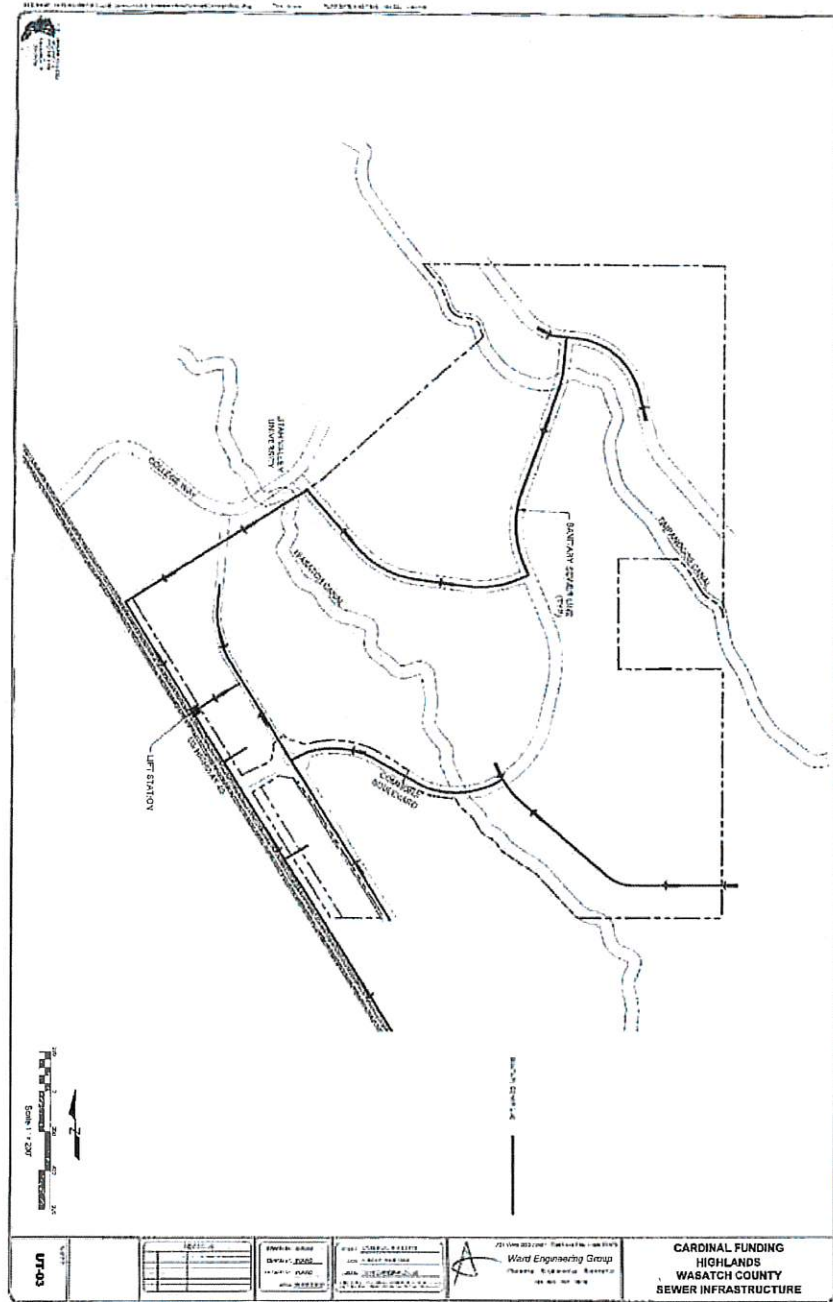


EXHIBIT C
to
DEVELOPMENT AGREEMENT
FOR THE
HIGHLANDS MASTER PLANNED COMMUNITY

Infrastructure Plan - Storm Water Infrastructure

*Plan subject to MDA requirements

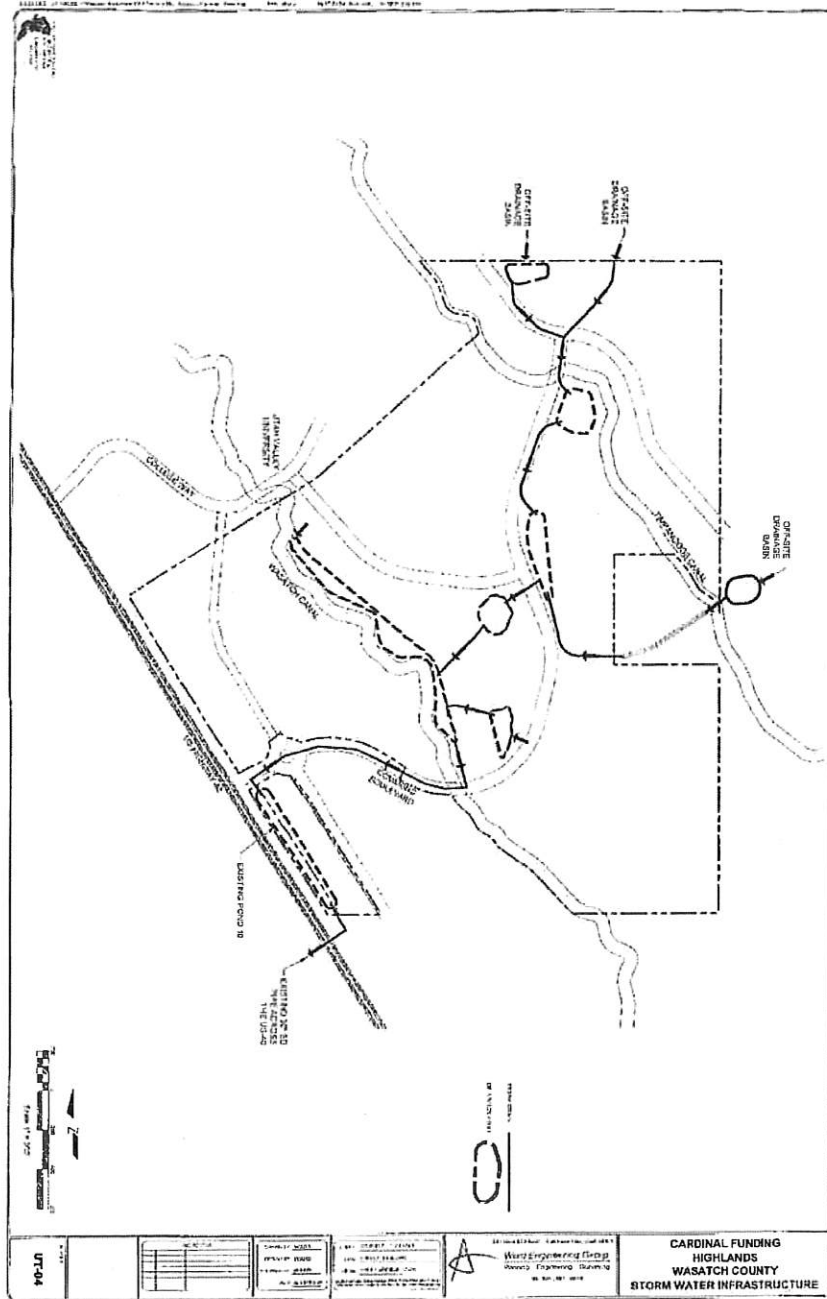
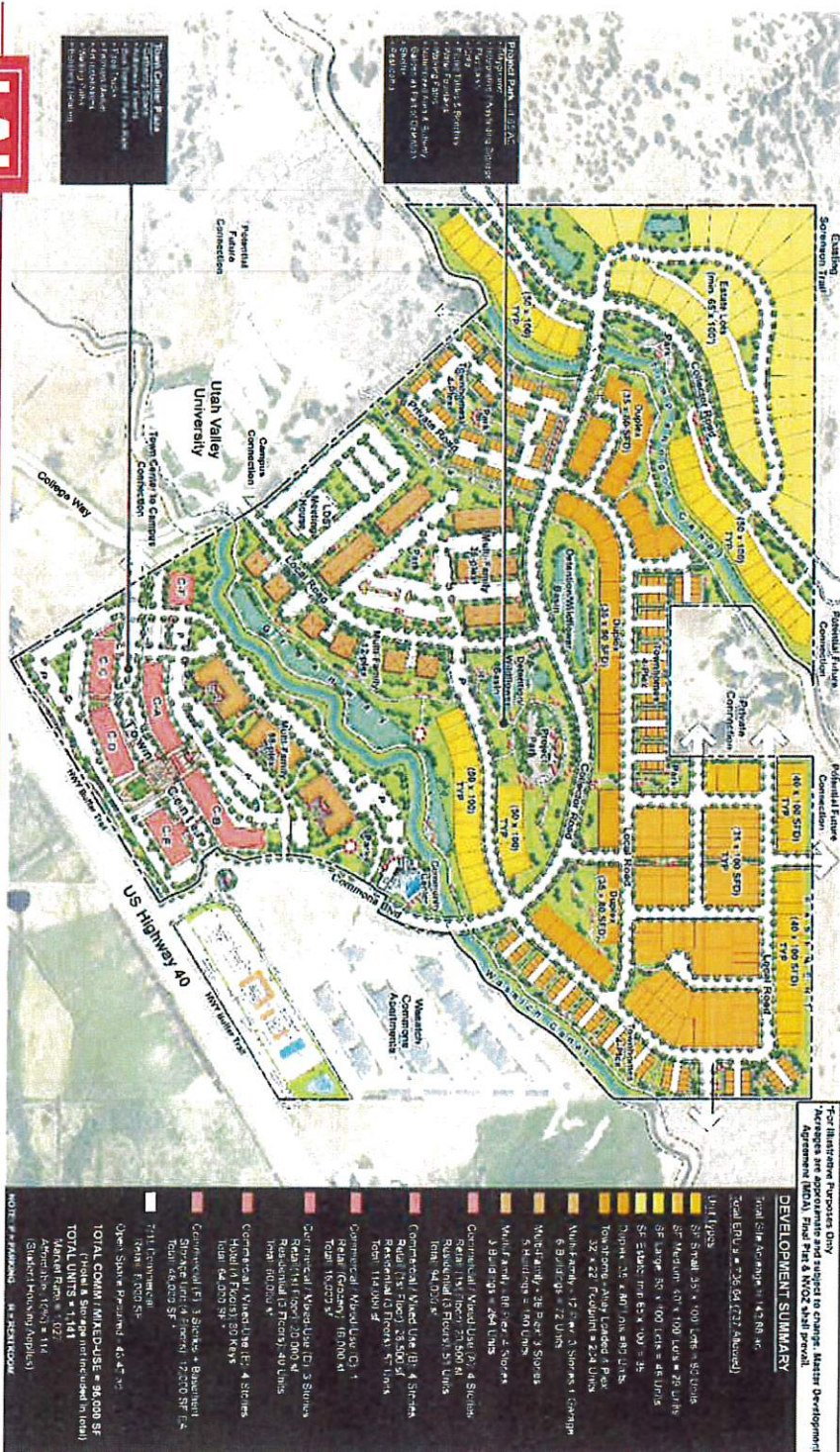


EXHIBIT C - INFRASTRUCTURE PLAN

**EXHIBIT D
to
DEVELOPMENT AGREEMENT
FOR THE
HIGHLANDS MASTER PLANNED COMMUNITY**

Master Plan



Highlands - Conceptual Master Plan - Exhibit D
Heber City, Utah
November 15, 2021 • Project #201010

Architecture ■ Planning & Entitlements ■ Visual Media ■ Landscape Architecture ■ Real Estate Advisory

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EXHIBIT E
to
DEVELOPMENT AGREEMENT
FOR THE
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Secondary Access Roads

*Plan subject to MDA requirements

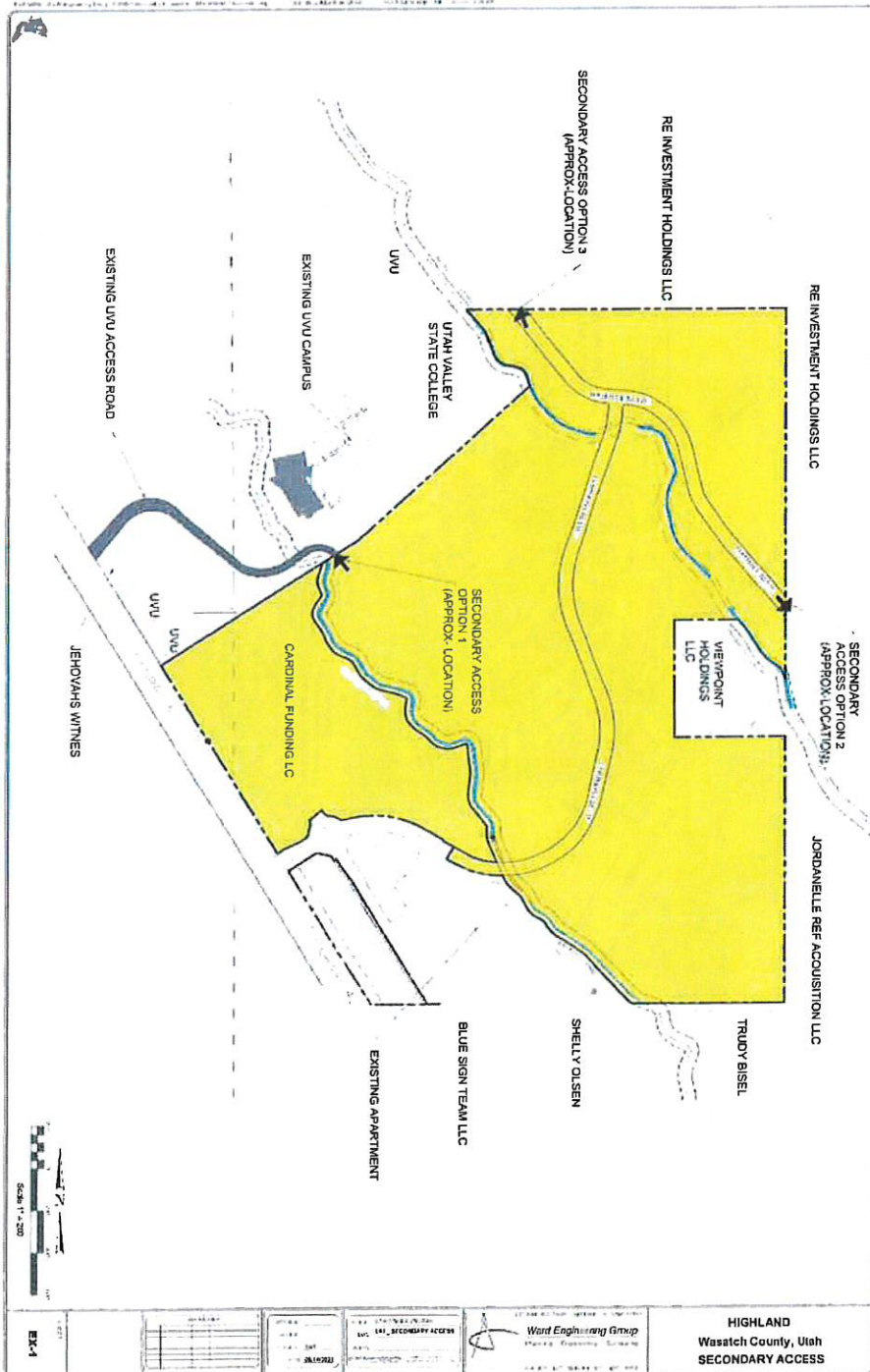


EXHIBIT F
to
DEVELOPMENT AGREEMENT
FOR THE
HIGHLANDS MASTER PLANNED COMMUNITY

Approval Process

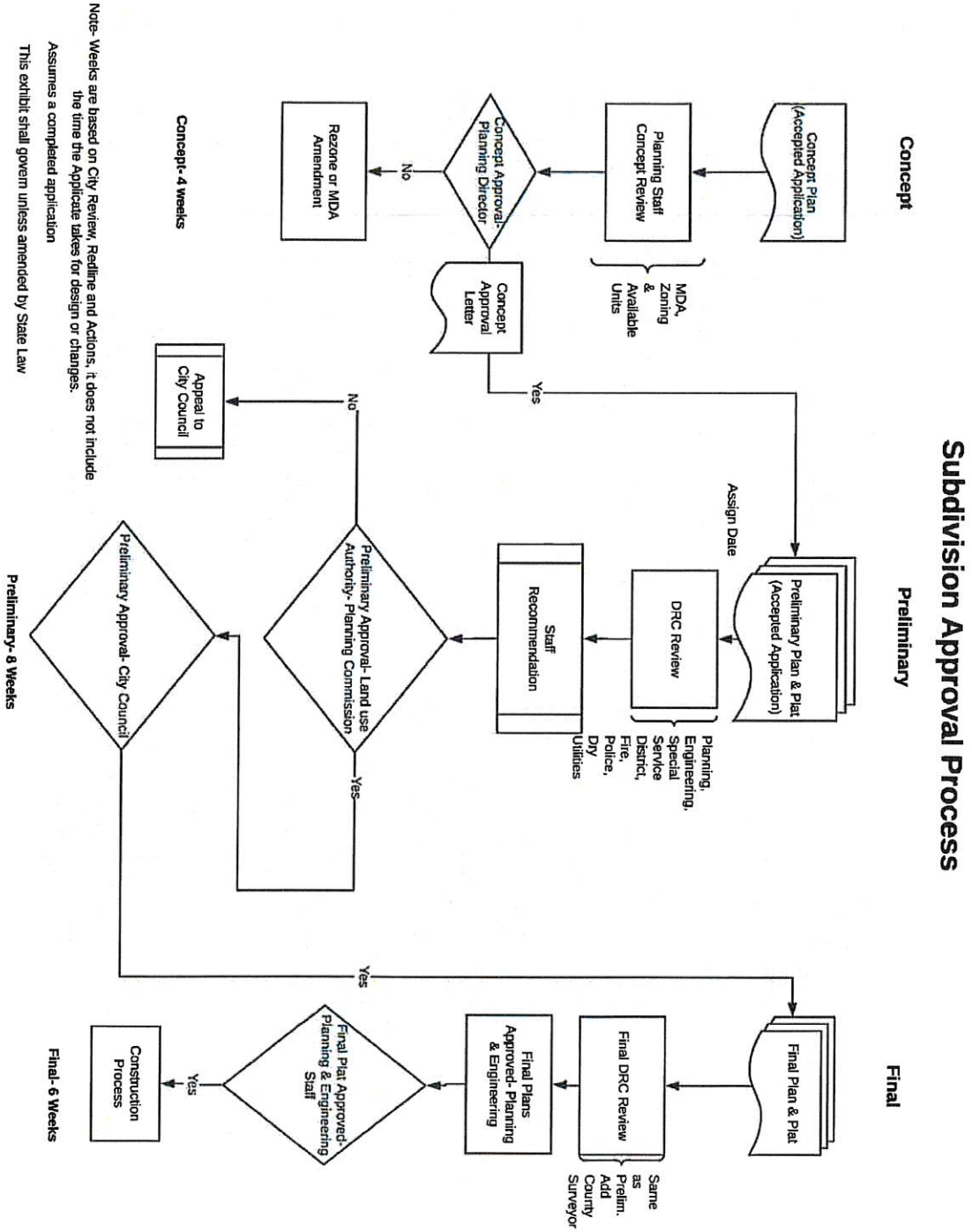
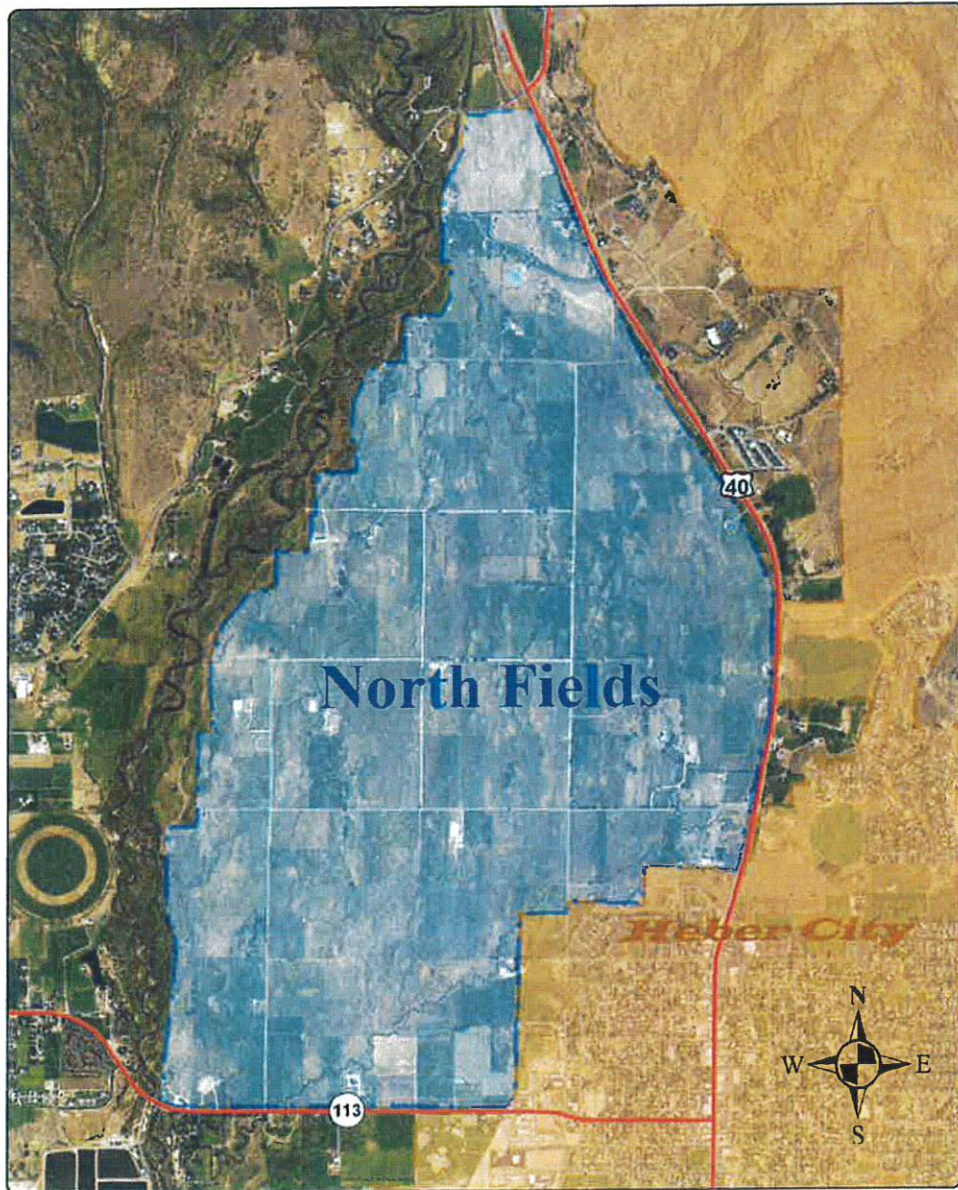


EXHIBIT G
to
DEVELOPMENT AGREEMENT
FOR THE
HIGHLANDS MASTER PLANNED COMMUNITY

Depiction of North Fields Area

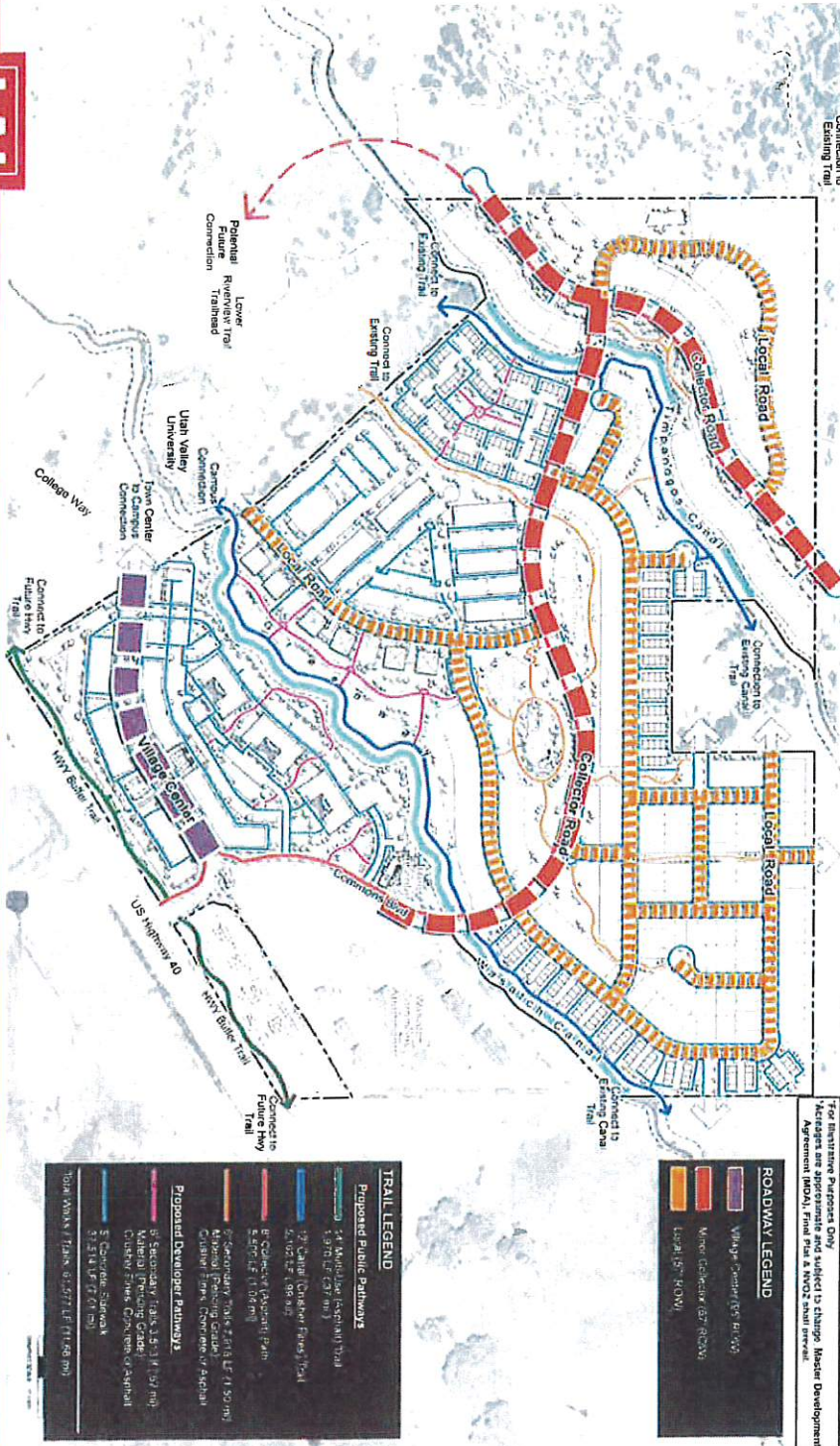
Those lands lying west of the Provo River, South of River Road, West of Highway 40, North of State Route 113 and North and West of Heber City's municipal boundary.



North Fields
December 7, 2021

EXHIBIT I
to
DEVELOPMENT AGREEMENT
FOR THE
HIGHLANDS MASTER PLANNED COMMUNITY

Conceptual Circulation Plan and Roadway Cross Section
***Plan subject to MDA requirements**



Architecture

Planning & entitlement

Visual Media

Landscape Architecture

Real Estate Advisory

Highlands Circulation Plan - Exhibit I

August 17, 2021 • Project #201010

Heber City, Utah

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EXHIBIT I
to
DEVELOPMENT AGREEMENT
FOR THE
HIGHLANDS MASTER PLANNED COMMUNITY

Roadway Cross Section – Minor Local

NVOZ Heber City, Utah

4.6 RESIDENTIAL/MINOR LOCAL

1. Intent

The residential street is a low capacity street designed for slow speeds with a standard right-of-way. It primarily serves those residences or businesses directly adjacent to it. Refer to the typical plan and section, Figure 4.6 (2).

2. General Requirements

The neighborhood street shall be developed using the standards in Table 4.6 (1).



Figure 4.6 (1). Neighborhood Street Illustration

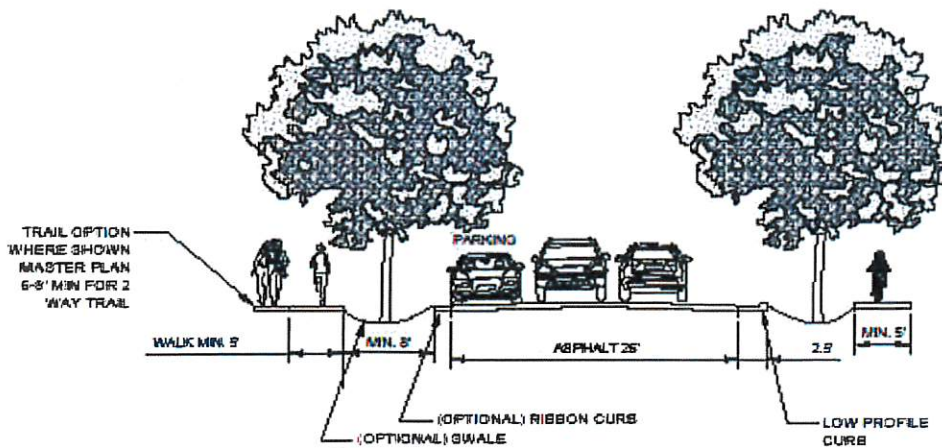
Residential Street Requirements

Permitted Districts	NV NOS UV RR
Typical Right-of-Way Width	57' (with trail 64')
Vehicular	
Travel Lanes	2 lanes
Lane Width	10'
Allowable Turn Lanes	Not applicable
Parking Lanes ¹	Parallel on side of street
Pavement Width	26' (curb to curb 31')
Median	Permitted only for turning
Bicycle Facilities ²	Shared
Pedestrian	
Pedestrian Facilities	Minimum 5' wide clear sidewalk on both sides
Swale/Park Strip	Minimum 8' wide, w/ streetlights, trees, and landscaping.

¹ Reference 4.4 for on-street parking requirements

² Reference 4.5 for bicycle facility types and requirements

Table 4.6 (1). Neighborhood Street Requirements.



42 Figure 4.6 (2). Neighborhood Street Options

EXHIBIT I
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HIGHLANDS MASTER PLANNED COMMUNITY

Roadway Cross Section – Major Local

Heber City, Utah **NVOZ**

4.0 STREETS

4.7 RESIDENTIAL/MAJOR LOCAL

1. Intent

The residential street is a low capacity street designed for slow speeds with a standard right-of-way. It primarily serves those residences in the mountain and hillside areas. Refer to the typical plan and section, Figure 4.7 (1).

2. General Requirements

The complete street cross section and plan shall be developed using the standards in Table 4.7 (1).

Mountain Residential Street Requirements

Permitted Sub-Districts	NY NOS UV RR
Typical Right-of-Way Width	Min 68' (with trail 70')
Vehicular	
Travel Lanes	2 lanes
Lane Width	11'
Allowable Turn Lanes	Occasional flared intersections with collector streets
Parking Lanes ¹	Parallel
Pavement Width Max	32' (curb to curb 37')
Median	None
Bicycle Facilities ²	Shared or separated bike lane
Pedestrian	
Pedestrian Facilities	Minimum 5' Sidewalks with trail option
Swale/ ³ Park Strip	Required see cross section

¹ Reference 4.4 for on-street parking requirements
² Reference 4.5 for bicycle facility types and requirements

Table 4.7 (1). Residential Street Requirements

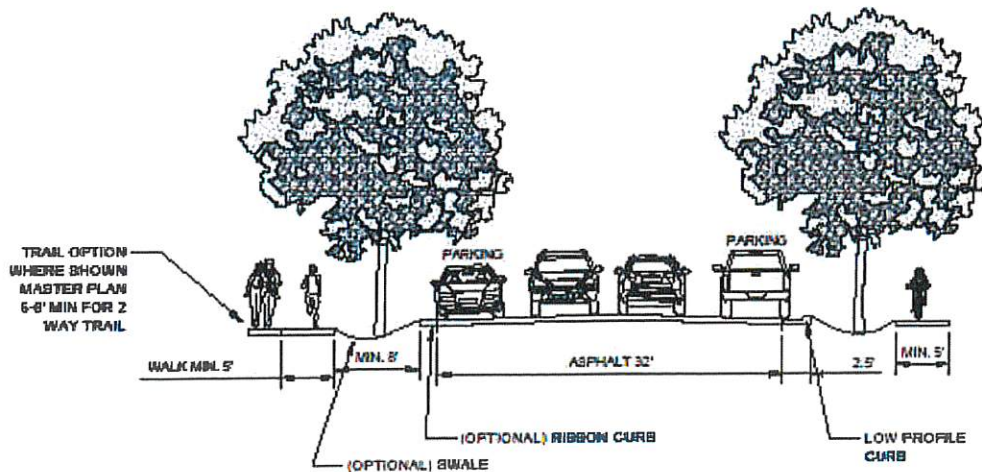


Figure 4.7 (1). Residential Street

EXHIBIT I
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Roadway Cross Section - Village Center

4.0 STREETS

NVOZ | Heber City, Utah

4.8 Village Center Street

1. Intent

The village center street is designed first for pedestrians, buildings, and street life and second for vehicular traffic, see Figure 4.8 (1). The street is intended for slow speeds and high pedestrian traffic. Sidewalks are wide and have the capacity for on-street dining, shopping, and street life.

2. General Requirements

The complete street cross section and plan shall be developed using the standards in Table 4.8 (1).

Benches for patrons shall be located perpendicular to the street or adjacent to the building facing the street and may be designed as part of a planter box. Concept and construction drawings shall include street, sidewalks, trees, street lights, tree grates, bike racks, trash receptacles, and street furniture. Bulb-outs (curb extension) are required at mid-block crossings and intersections.



Village Center Street Requirements

Permitted Sub-Districts	NV UV
Typical Right-of-Way Width	95'
Vehicular	
Travel Lanes	2 lanes
Lane Width	11'
Allowable Turn Lanes	Yes
Parking Lanes ¹	Diagonal
Pavement Width (Max)	60' (curb to curb 65')
Median	Planted median with turning lanes
Bicycle Facilities ²	Shared
Pedestrian	
Pedestrian Facilities	Minimum 7' wide clear sidewalk on both sides
Bulb-Out	Required at intersections and mid-block crossings
Lighting	12'-16' LED/dark sky light fixtures required every 40' depending on schematics
Park Strip	Minimum 8' wide w/ trees, lighting, and street furniture (benches, bike racks, trash receptacles, etc.)

¹ Reference 4.4 for on-street parking requirements
² Reference 4.5 for bicycle facility types and requirements

Table 4.8 (1). Village Center Street Requirements

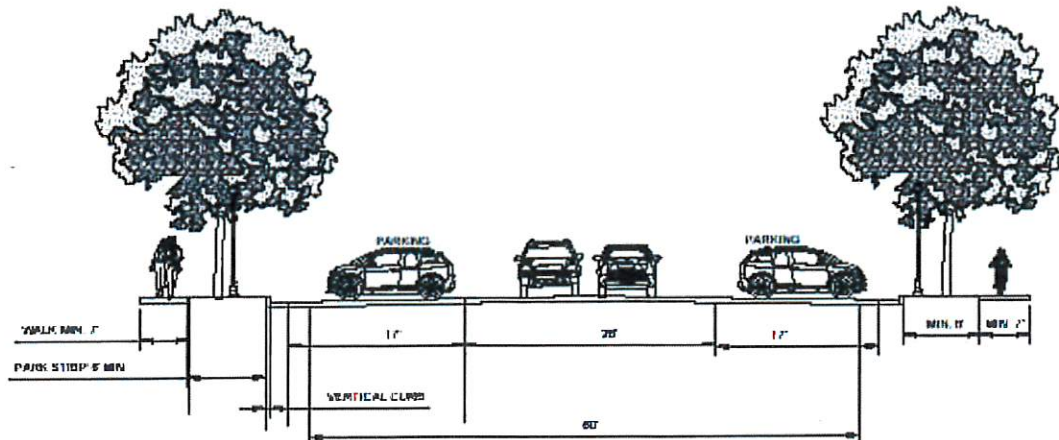


Figure 4.8 (1). Village Center Street.

EXHIBIT I
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HIGHLANDS MASTER PLANNED COMMUNITY

Roadway Cross Section – Major Collector

Heber City, Utah **NVOZ**

4.0 STREETS

4.9 Village Connector (Major Collector)

1. Intent

The village connector street is a mid-range capacity street designed for moderate speeds, with a standard right-of-way. It primarily serves to connect the North Village and the University Village areas and provides an alternate route to state highways. Refer to the typical plan and section, Figure 4.9 (1).

2. General Requirements

The complete street cross section and plan shall be developed using the standards in Table 4.9(1).

Mountain Connector Street Requirements

Permitted Sub-Districts	NV NOS UV RR
Typical Right-of-Way Width	70' - 90'+
Vehicular	
Travel Lanes	2 - 12' lanes, with 5' bike lanes on each side which are dropped if trail is provided
Lane Width	12'
Allowable Turn Lanes	Approved by zoning administrator/city engineer, generally at intersections
Parking Lanes	None
Pavement Width Max	34' (44' curb to curb)
Median	Planted median with occasional turn lanes
Bicycle Facilities	5' bike lanes each side or separate trail
Pedestrian	
Pedestrian Facilities	Minimum 12' wide paved trail per City trails plan and Regulating Map
Swale/Park Strip	Varies with a minimum of 8'

Table 4.9 (1). Village Connector Street Requirements

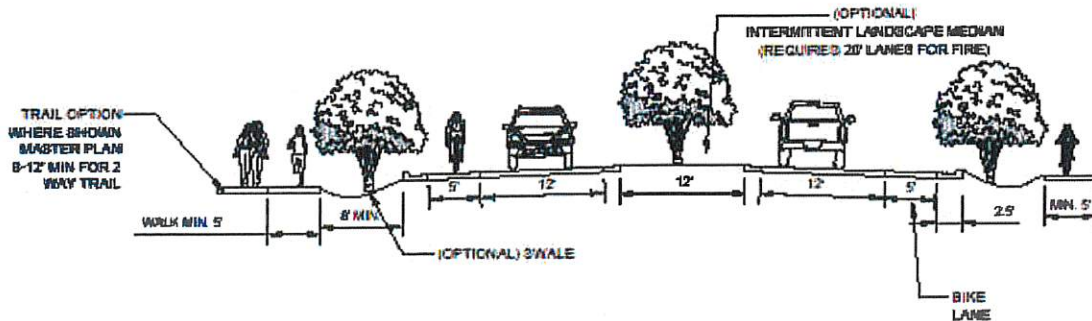


Figure 4.9 (1). Village Connector Street

EXHIBIT I
to
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Roadway Cross Section – Minor Collector

4.0 STREETS

NVOZ Heber City, Utah

4.9 Neighbor Connector (Minor Collector)

1. Intent

The neighborhood connector street is a mid-range capacity street designed for moderate speeds, with a standard right-of-way. It primarily serves to connect neighborhoods and those residences in the mountain and hillside areas. It also provides an alternate route to state highways. Refer to the typical plan and section, Figure 4.9 (1).

2. General Requirements

The complete street cross section and plan shall be developed using the standards in Table 4.9(1).

Neighborhood Connector Street Requirements

Permitted Sub-Districts	NV NOS UV RR
Typical Right-of-Way Width	Min. 69' (76' with trail)
Vehicular	
Travel Lanes	2 lanes, with 7' shoulders on each side
Lane Width	12'
Allowable Turn Lanes	Approved by zoning administrator/city engineer for intersections
Parking Lanes ¹	On shoulder
Pavement Width (Max)	28' (curb to curb 43')
Median	Planted median with turning lanes
Bicycle Facilities ²	Shared on street or on separated trail
Pedestrian	
Pedestrian Facilities	Minimum 5' sidewalks and trail option
Swale/Park Strip	Minimum 8'

¹ Reference 4.4 for on-street parking requirements
² Reference 4.5 for bicycle facility types and requirements

Table 4.9 (1). Neighborhood Connector Street Requirements

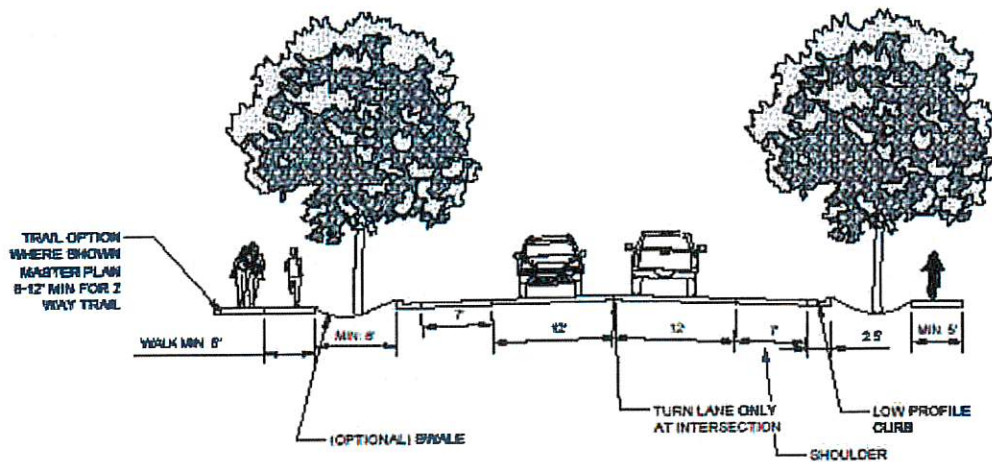


Figure 4.9 (1). Neighborhood Connector Street

EXHIBIT I
to
DEVELOPMENT AGREEMENT
FOR THE
HIGHLANDS MASTER PLANNED COMMUNITY

Land Disturbance Permit

File # _____

HEBER CITY LAND DISTURBANCE PERMIT

75 North Main, Heber City, UT 84032
Phone (435) 657-0892 bmmumford@heberut.gov

APPLICANT TO COMPLETE

Applicant: _____ Phone: _____
Mailing Address: _____ Email: _____
Project Address: _____ Parcel #: _____
Subdivision: _____
Contractor: _____ Phone: _____
Liability Insurance Carrier: _____ Policy #: _____
Contractor's License #: _____ Email: _____
Date Work Begins: _____ Date of Completion: _____

PROJECT DESCRIPTION AND INFORMATION:

Type of Grading: Regular Grading (<1,000 cy) Engineered Grading (>1,000 cy)
Overall Disturbed Area: _____ acres Cut Area: _____ acres Fill Area: _____ acres
Overall Perimeter: _____ ft Avg Depth: _____ ft Avg Depth: _____ ft
Overall Volume: _____ cy Est Volume: _____ cy Est Volume: _____ cy

APPLICANT hereby requests a Heber City LAND DISTURBANCE PERMIT for the above described project. By signing this application, Applicant agrees to act as the responsible party for all work and restoration. Permit becomes null and void if work is not commenced within 180 days, or if work is not completed within eighteen (18) months of the approval date, unless extended in writing by the City Engineer. Permits are not valid for work in the Public right-of-way. A Pre-Construction meeting with Heber City is required prior to commencing any work. A final City inspection and all restoration must be complete prior the permit completion date.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work shall be complied with, whether specified herein or not. I understand that granting this permit does not presume to give authority to violate or cancel any provisions of other state or local laws regulating this work and construction.

Applicant's Signature: _____ Date: _____

(Printed Name)

CITY TO COMPLETE

SUBMITTAL REQUIREMENTS:

1. Completion/Restoration Bond, Cash, Letter of Credit (110% of Anticipated Est Cost) \$ _____
2. Review & Inspection Deposit (Additional fees will be charged if deposit is exceeded) \$ _____
3. SWPPP & NOI from State DEQ Division (if over 1 acre)
4. Grading plan / Construction drawings (include accurate topography showing contours of existing and proposed elevations)

ADDITIONAL CONDITIONS OF APPROVAL:

- Applicant to provide dust control plan approved by City, prior to beginning work.
- Permit excludes any underground utility work.
- Applicant is responsible for all subsequent modifications to work done prior to having approved/signed construction drawings.
- Provide NOI Notice of Termination after final City inspection and City work completed approval letter.

Heber City Permit Approved by: _____ Date: _____

Upon completion of work a final City inspection must be completed and any outstanding defects corrected. Thereafter, bond shall remain in place for a one year warranty period, after which, if there are no further defects found, bond will be released.

Master Grading Permit.docx

EXHIBIT K
to
DEVELOPMENT AGREEMENT
FOR THE
HIGHLANDS MASTER PLANNED COMMUNITY

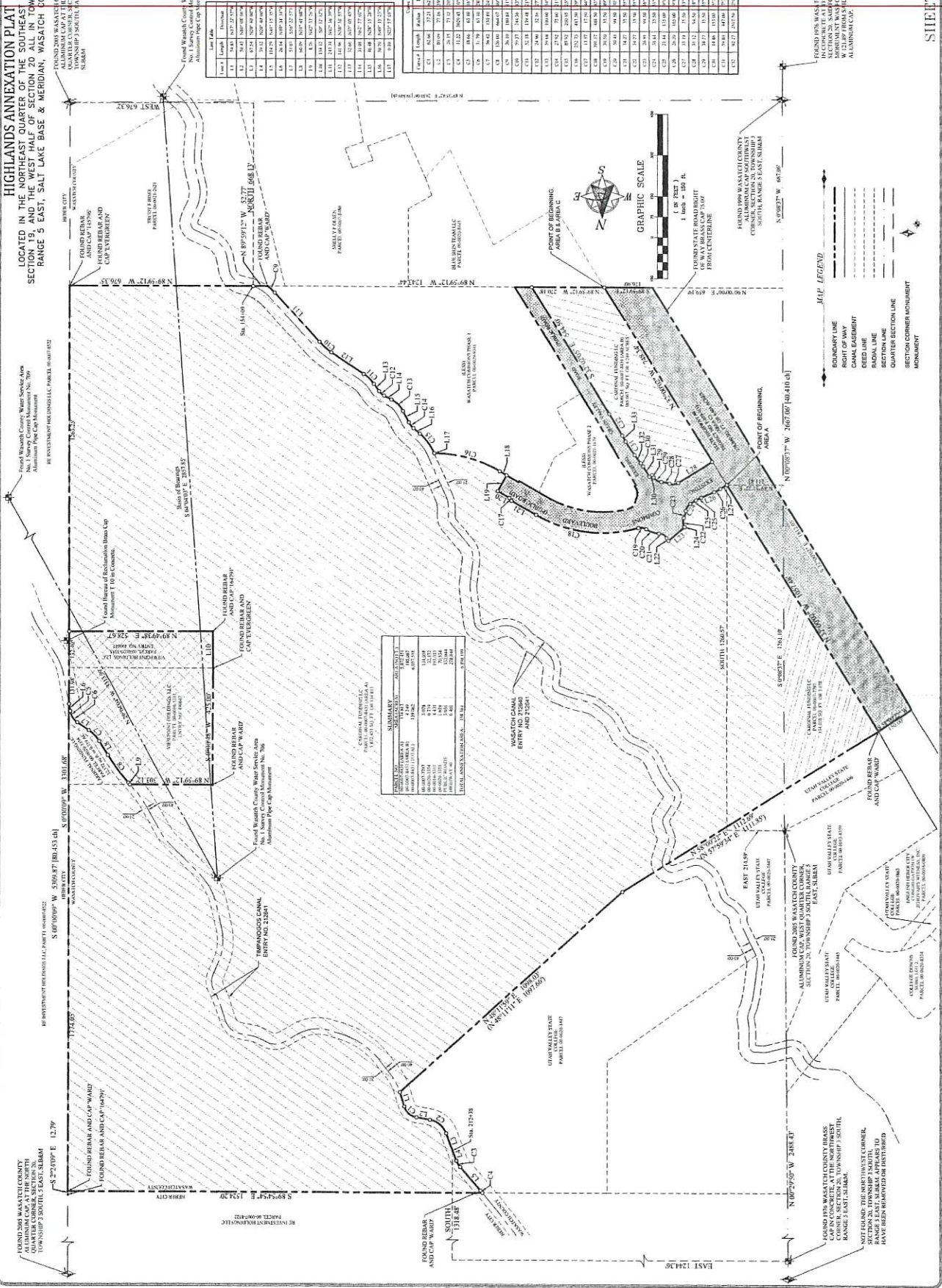
City's Vested Laws

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

HIGHLANDS ANNEXATION PLAT
LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, AND THE WEST HALF OF SECTION 20 ALL IN TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, WASATCH COUNTY, UTAH

FOUND 2005 WASATCH COUNTY ALUMINUM CAP AT THE SOUTHWEST CORNER SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN.

FOUND 1976 WASATCH COUNTY BRASS CAP ALUMINUM CAP AT THE SOUTHWEST CORNER SECTION 20, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN.



LINE NO.	LENGTH (FEET)	BEARING	AREA (SQ. FT.)
1	62.66	S 71° 24' 00" W	1007.2729
2	80.04	S 71° 24' 00" W	1007.2729
3	80.04	S 71° 24' 00" W	1007.2729
4	80.04	S 71° 24' 00" W	1007.2729
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