

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 of annexation known as the WASATCH SCHOOL SITE ANNEXATION, located in HEBER CITY, dated JANUARY 30, 2023, complying with Section §10-2-425, Utah Code Annotated, 1953, as amended.

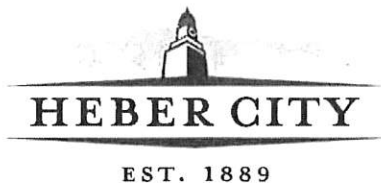
Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the WASATCH SCHOOL SITE ANNEXATION, located in WASATCH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 30th day of January, 2023 at Salt Lake City, Utah.



A handwritten signature in black ink, reading "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 26, 2023

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

Emailed to: annexations@utah.gov

RE: Wasatch School Site Annexation

To Lt. Governor Henderson:

During the December 6, 2022, Heber City Council Meeting, the Heber City Council approved Ordinance 2022-34, accepting the Wasatch School Site Annexation. The annexation parcel consists of 47.29 acres and is located at approximately 1000 West 200 North, in Wasatch County, Utah, amending common boundaries as designated in Heber City's Annexation Policy Plan.

Also attached is 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
c/o 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,

Trina Cooke
Heber City Recorder

ORDINANCE NO. 2022-34

AN ORDINANCE APPROVING WASATCH SCHOOL SITE ANNEXATION LOCATED AT APPROXIMATELY 1000 WEST 200 NORTH

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 A-2 Agriculture.

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

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 6th day of December 2022.

	AYE	NAY	ABSENT	ABSTAIN
Rachel Kahler	<u>X</u>	_____	_____	_____
Michael Johnston	<u>X</u>	_____	_____	_____
Ryan Stack	_____	_____	_____	<u>Recused</u>
Scott Phillips	<u>X</u>	_____	_____	_____
Yvonne Barney	_____	<u>X</u>	_____	_____

APPROVED:

Heidi Franco
Mayor Heidi Franco



ATTEST:

Mina W. Wooten Date: 12/6/2022
RECORDER

EXHIBIT A: LEGAL DESCRIPTION

BOUNDARY DESCRIPTION

BEGINNING AT A FENCE CORNER ON THE WEST SIDE OF A DIRT LANE, SAID POINT BEING LOCATED SOUTH 89°48'32" WEST ALONG THE SECTION LINE 1757.10 FEET AND SOUTH 134.15 FEET FROM THE FOUND WASATCH COUNTY BRASS CAP MARKING THE SOUTH 1/4 CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 00°27'39" EAST 509.91 FEET ALONG THE WEST SIDE OF A DIRT LANE AND A WOOD FENCE; THENCE NORTH 00°28'12" EAST 998.48 FEET ALONG A FIELD FENCE TO A FENCE CORNER; THENCE NORTH 00°04'22" EAST 633.35 FEET TO A FENCE CORNER; THENCE NORTH 75°47'43" EAST 1103.48 FEET ALONG A FENCE LINE; THENCE SOUTH 00°00'00" W 2054.20 FEET; THENCE WEST 171.59 FEET; THENCE SOUTH 109.50 FEET TO A FIELD FENCE; THENCE SOUTH 86°57'15" WEST 393.72 FEET ALONG A FIELD FENCE TO A FENCE CORNER; THENCE NORTH 00°23'00" WEST 252.68 FEET ALONG A WOOD FENCE; THENCE SOUTH 89°07'21" WEST 448.67 FEET ALONG A WOOD FENCE; THENCE SOUTH 02°26'15" WEST 4.89 FEET ALONG A WOOD FENCE; THENCE SOUTH 87°31'44" WEST 34.02 FEET ALONG A WOOD FENCE TO THE EAST SIDE OF A DIRT LANE; THENCE SOUTH 00°32'28" WEST 468.41 FEET ALONG A WOOD FENCE AND THE EAST SIDE OF A DIRT LANE; THENCE NORTH 87°53'25" WEST 29.18 FEET TO THE WEST SIDE OF A DIRT LANE AND A FENCE CORNER, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 47.29 ACRES

PARCELS

00-0008-0205
00-0008-0239
00-0020-1934
00-0021-4570
00-0008-0189
00-0021-4584
00-0008-0221
00-0008-0262
00-0008-0197

EXHIBIT C: DEVELOPMENT AGREEMENT

When recorded return to:

WASATCH SCHOOL DISTRICT
101 EAST 200 NORTH
HEBER CITY, UT 84032
CITY, STATE, ZIP

HEBER CITY CORPORATION
ATTN: J. MARK SMEDLEY
75 NORTH MAIN STREET
HEBER CITY, UT 84032

Parcel No. 00-0008-0239, 00-0008-0189, 00-0021-4584, 00-0008-0221, 00-0020-1934, 00-0021-4570,
00-0008-0205

**DEVELOPMENT AGREEMENT
(Wasatch School Site Annexation)**

THIS AGREEMENT entered into this 26th day of January, ~~2022~~ ²⁰²³, by and between Heber City, hereinafter referred to as "City", and WASATCH COUNTY SCHOOL DISTRICT as the undersigned as "Developer", "Owner" or "Developer/Owner". Developer and the City are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties." Unless otherwise noted herein, this Agreement supersedes and replaces any previous development agreements entered into by and between the Developer and the City involving the same Property and is the entire, complete Agreement between the Parties.

RECITALS

WHEREAS, the Developer is the owner of real property described in Exhibit A, located at approximately 200 North 1000 West, Heber City, Utah (the "Property"); some of the high school property is already within the Heber City limits and 47.29 additional acres will be annexed by Heber City as part of this agreement; and

WHEREAS, the Developer has submitted a draft site plan to the City for development of the site; and

WHEREAS, the City and Developer are desirous to see development of the site in a manner consistent with the General Plan and the City's land use ordinances; and

WHEREAS, the City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, *et. seq.*, in compliance with the Heber City Land Use Code, and in furtherance of its land use ordinances has made certain determinations with respect to the Property, and therefore has elected to approve and enter into this Agreement in order to promote the health, safety and general welfare of the public.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the Parties agree as follows:

1. **Zoning.** The annexation area shall be used and developed consistent with the requirements of the A-2 Agriculture Zone.
2. **Fencing.** The Wasatch High School may construct 8-foot tall fences in and around the campus, provided that fence does not obstruct corner and driveway visibility.
3. **Sensitive Lands.** Development within the annexation shall preserve and protect sensitive lands as per the City's adopted Sensitive Lands Ordinance in Chapter 17.34 of Heber City Municipal Code. Developer will obtain any necessary permits from the US Army Corps of Engineers for impacts to wetlands.
4. **Wasatch High School Site.** Development of the Wasatch High School Site shall be consistent with the following:
 - a. **Highway Access.** Development improvements will comply with requirements of the Utah Department of Transportation for access to Highway 113.
 - b. **Traffic.** Development improvements will comply with and implement the recommendations of the Traffic Studies for the development, including:
 - i. Expand the drop-off area and/or add more drop-off areas to prevent queuing on public streets.
 - ii. Construction of a dedicated right-turn egress lane from the school.
 - c. **Streets.**
 - i. Developer will dedicate required rights-of-way and build streets (minus the opposite sidewalk) along all of the property boundaries where streets are planned:
 1. 500 North
 - a. It shall be a Minor Collector (38 feet of pavement, 8-foot park strip, and an 8 foot trail on the south side .
 - b. Align it based on the existing south lip of gutter.
 2. 600 West
 - a. Unless determined otherwise by the City Engineer, it shall be a Major Collector (48 feet of pavement, 8-foot park strip, and a 10 trail per the city master plan on the west side of the road).
 - b. Bury the power line along the west side of 600 West.
 3. 1000 West
 - a. 44 feet of pavement including a turn lane and parking lane (east side).
 - b. An 8 foot trail on the east side of the road.
 - c. 1000 West shall transition into 500 North per the alignment shown on the attached site plan exhibit. Minimum

centerline radius for 1000 West or 500 North shall be 300 feet to allow for collector road speeds.

- ii. 300 North shall be a private street at least 26 feet in width with NO PARKING on at least one side.
 - iii. Developer shall obtain a permit from UDOT to create the intersection of 1000 West with SR 113:
 - 1. Install a traffic signal if permitted by UDOT.
 - 2. Add lanes on all legs of the intersection pursuant to the traffic study and UDOT requirements.
 - iv. Install sidewalks or trails within the campus.
- d. **Storm Drains.** Development will comply with the City's storm water plan and design manual. As shown on the draft site plan, certain portions of required buffer areas along drainages may be reduced upon City approval of adequate measures to protect water quality.
- e. **Water and Irrigation.** Subject to verification of demands and sizing at the time of development application, Developer shall:
- i. Install 5-feet x 10-feet (min) box culverts in the Sage Brush and Spring Creek Canal under 600 West Street and 300 North Street.
 - ii. Terminate the Central Utah Water Conservancy District (CUWCD) pipeline at the east boundary of the site pursuant to CUWCD requirements.
 - iii. Install an 8-inch (min) drinking water line in 300 North through the campus and connect it to the existing one in existing 300 North and to the new water line 1000 West.
 - iv. Install an 8-inch (min) drinking water line in 1000 West and connect it to the new one in 500 North and to the existing one in SR 113.
 - v. Install an 8-inch (min) drinking water line in 500 North and connect it to the existing one in 1000 West.
 - vi. Pursuant to the Pressurized Irrigation Master Plan, install a short section of 10-inch line in South Field Road at the southwest corner of the County Ball Fields Park. After that short section, continue northward in South Field Road with an 8-inch line to SR 113, then eastward in SR 113, then northward in 1000 West to the end of the street.
- f. **Sewer.** Unless a reduction in size based on a site specific design is approved by the City Engineer, Developer shall install an 18-inch sewer line in 1000 West and connect it to the existing sewer line in SR 113
- g. **Permitting.** The Wasatch High School Site shall proceed through the City's standard site plan approval process prior to permitting and construction of improvements that will be dedicated to Heber City. Other improvements on the site may begin as allowed per Utah State Code for school projects. The City will reasonably expedite the application and plan reviews in an effort to assist the Developer in meeting their goals for schedule. Responsibility for meeting

submittal deadlines and addressing plan review comments in a satisfactory and timely manner is the responsibility of the Developer.

5. **Conditions of Approval:** The City shall not impose any further Conditions on Current Approvals other than those detailed in this Agreement, and on the Project Plats, unless agreed to in writing by the Parties. The Developer shall remain bound by all legally adopted Ordinances, Resolutions and policies of the City except those that School Districts are exempt from per Utah State Code and unless specifically agreed to otherwise herein.
6. **Acceptance of Improvements:** The City agrees to accept all public improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that 1) the City's planning and engineering departments review and approve the plans for all public improvements prior to construction; 2) Developer permits City planning and engineering representatives to inspect public improvements during the course of construction; 3) the public improvements are inspected by a licensed engineer who certifies that the public improvements have been constructed in accordance with the approved plans and specifications; 4) Developer has warranted the public improvements as required by the City planning and engineering departments; and 5) the public improvements pass a final inspection by the City planning and engineering departments.
7. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City Ordinances and Resolutions, except those that School Districts are exempt from per Utah State Code, in force and effect on the date the City Council granted preliminary approval to Developer for the Project. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of the subdivision plat, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except those that School Districts are exempt from per Utah State Code.
8. **Default.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual agreement, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such thirty (30) day time period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

9. **Remedies.** Either Party may institute an equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement; provided, however, that no action for monetary damages may be maintained by either Party against the other Party for any act or failure to act relating to any subject covered by this Agreement notwithstanding any other language contained elsewhere in this Agreement. With respect to any dispute arising out of, or relating in any way to, this Agreement or the Property, the Parties agree that: (a) this Agreement shall be governed by Utah law; and (b) any claim be instituted and maintained only in the Fourth Judicial District, Wasatch County, State of Utah, to whose exclusive jurisdiction the Parties hereby consent. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any Party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing Party to the controversy shall pay to the successful Party reasonable attorney's fees incurred by such Party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
10. **Entire Agreement.** This Agreement, including its Exhibits, contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party hereto, or agent of either Party hereto which is not contained in this written Agreement shall be valid or binding. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Developer.
11. **Time is of the essence.** In case any Party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other Party or Parties, subject to Section 10 herein, may pursue any remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
12. **No Third-Party Beneficiary Rights.** This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.
13. **Recording.** This Agreement shall be recorded with the Wasatch County Recorder as soon as reasonably practicable and no later than thirty (30) days after a binding vote of the City Council approving the Agreement. The City Recorder shall cause to be recorded, a fully executed copy of this Agreement in the Official Records of the County of Wasatch no later than the date on which the first plat for the Project is recorded.
14. **Notices.** Any notice or communication required hereunder between the City and the Developer must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the

United State mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

The City:

Heber City Manager
75 N Main Street
Heber City, UT 84032

Developer

Wasatch School District
1010 East 200 North
Heber City, UT 84032

15. **Insurance and Indemnification.** Developer 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 Developer, its agents or employees pursuant to this Agreement, unless caused by the City's negligence acts or omissions, or willful misconduct.
16. **Bodily Injury and Property Damage Insurance.** Developer agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) rising from or as a result of the death of any person or any accident, injury, loss or damage to any person or property directly caused by any acts done or omissions of Developer or its agents, servants, employees or contractors in connection with this Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.
17. **Binding Effect.** If Developer conveys any portion of the Property or buildings to one or more owners or sub-developers, the property so conveyed shall have the same rights, privileges, and shall be subject to the same limitations and rights of the City, applicable to such properties under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.
18. **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.
19. **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.

20. **Other Necessary Acts.** Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.
21. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Agreement shall constitute real covenants, contract and property rights which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. The City may look to the Developer, its successors and/or assigns, for performance of the provisions of this Agreement relative to the portions of the Property owned or controlled by such Party. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform.
22. **Amendment.** Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. Each person or entity (other than the City and the Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section. Each such person or entity agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

[Remainder of page left intentionally blank; signatures on following page]

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

DATED this 26th day of January, 2023.

HEBER CITY:

By: Heidi Franco
Heidi Franco, Mayor

ATTEST:

Trina W. Loober
Heber City Recorder



DEVELOPER/OWNER,
BOARD OF EDUCATION OF WASATCH COUNTY SCHOOL DISTRICT

By: [Signature]
Tom Hansen, President

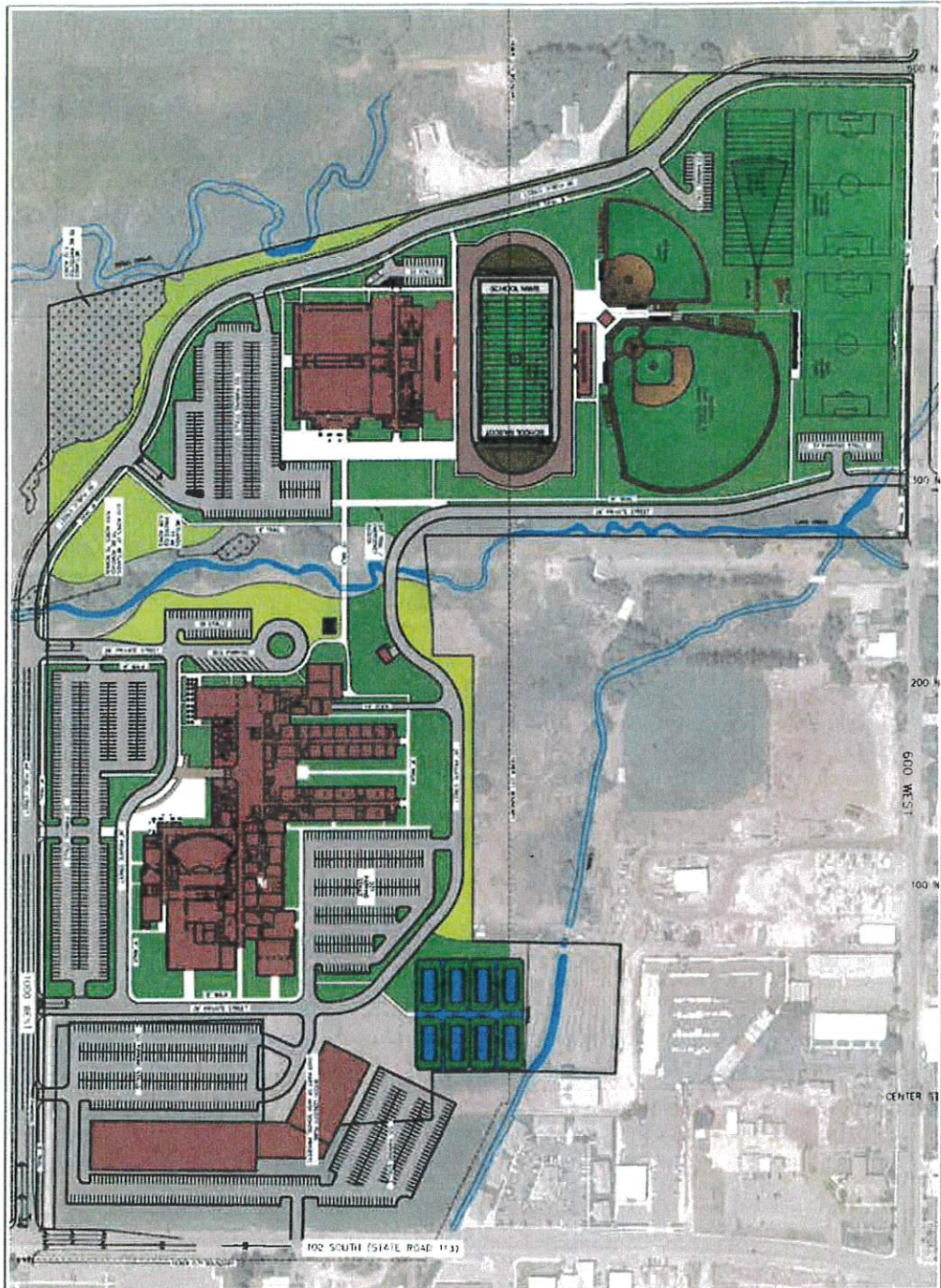
STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this 25 day of January, 2023, personally appeared before Tom Hansen who duly acknowledged to me that he executed this Agreement on behalf of the Board of Education of Wasatch County School District.

[Signature]
NOTARY PUBLIC



Exhibit 1: **Concept Plan**



PROJECT:
 DATE: 10/15/03
 DRAWN BY:
 CHECKED BY:
 SCALE: 1"=100'

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT ACCEPTS ALL RESPONSIBILITY FOR THE ACCURACY OF THE DATA AND INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN.

NORTHWOOD
 1000 WEST
 600 WEST
 CENTER ST

SCALE: 1"=100'
 NORTHWOOD
 SITE PLAN

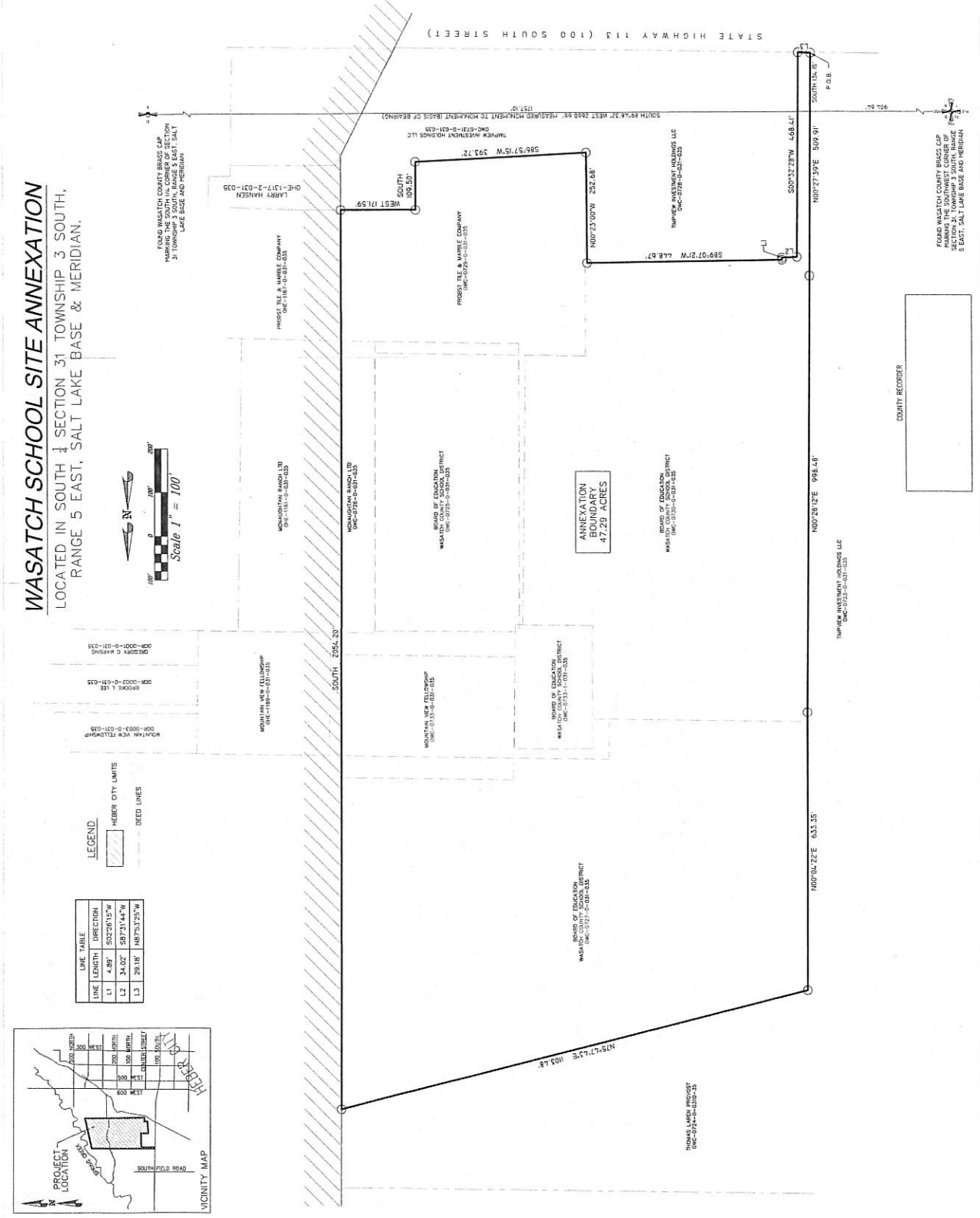
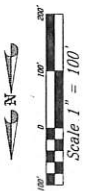
Blue Engineering
 1000 West 1000 North
 Salt Lake City, UT 84119
 Phone: (801) 488-1111
 Fax: (801) 488-1112
 Website: www.blueeng.com

WASATCH SCHOOL SITE ANNEXATION

LOCATED IN SOUTH 1/4 SECTION 31 TOWNSHIP 3 SOUTH,
RANGE 5 EAST, SALT LAKE BASE & MERIDIAN.



LINE	LENGTH	DIRECTION
L1	4.89'	S02°26'15"W
L2	34.02'	S87°31'44"W
L3	20.18'	N87°53'25"W



BASIS OF BEARING

BASES OF BEARING FOR THIS ALTA SURVEY IS NORTH BEARING 0° EAST BETWEEN THE FOUND WASATCH COUNTY BRASS CAP MARKING THE POINT OF BEGINNING OF THE UTAH STATE PLANE COORDINATE SYSTEM IN CONFORMANCE WITH THE UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE BEARINGS (UNAS).

BOUNDARY DESCRIPTION

BEGINNING AT A FIELD CORNER ON THE WEST SIDE OF THE WEST 1/4 SECTION 31 TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 00°37'37" EAST 509.94 FEET ALONG THE WEST SIDE OF A DIRT LANE AND A WOOD FENCE, THENCE NORTH 00°21'12" EAST 99.48 FEET ALONG A FIELD TO A FENCE CORNER, THENCE NORTH 89°44'37" EAST 119.49 FEET ALONG A FENCE LINE TO THE NORTH 75°47'43" EAST 119.49 FEET ALONG THE NEER CITY LIMITS, THENCE LEAVING THE NEER CITY LIMITS WEST 171.59 FEET, THENCE SOUTH 103.50 FEET TO A FIELD CORNER, THENCE SOUTH 00°23'00" WEST 252.68 FEET ALONG A WOOD FENCE, THENCE SOUTH 89°07'21" WEST 488.67 FEET ALONG A WOOD FENCE TO THE EAST SIDE OF A WOOD FENCE AND THE EAST SIDE OF A DIRT LANE, THENCE NORTH 87°53'25" WEST 20.18 FEET BEING THE POINT OF BEGINNING, THENCE SOUTH 00°26'15" WEST 4.89 FEET BEING THE POINT OF BEGINNING, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 47.29 ACRES

COUNTY SURVEYOR

APPROVED AS TO FORM ON THIS DATE OF _____, 2012.

RDS _____

COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE

I, ROY L. TAYLOR, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND THAT I HAVE PREPARED AN ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO HEBER CITY, WASATCH COUNTY, UTAH.

Dated this 14th day of December, 2012.

Roy L. Taylor
Surveyor

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT THE UNBORGHOOD HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREON TO HEBER CITY, UTAH, AND THAT A COPY OF SAID RESOLUTION AND THE MAP HEREON SHALL BE FILED WITH THE CLERK OF THE COUNTY OF WASATCH COUNTY, UTAH, IN ACCORDANCE WITH UTAH CODE SECTION 10-2-415 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND CONFIRM SAID RESOLUTION AND THE MAP HEREON AS THE BASIS OF SAID HEBER CITY, AND THAT SAID TRACT OF LAND IS TO BE ANNEXED TO HEBER CITY, UTAH.

Dated this 14th day of December, 2012.

City Attorney
City Recorder

SEAL

HEBER CITY, UTAH
12-14-2012

WASATCH SCHOOL SITE ANNEXATION

DATE: 14 JUNE 2012

PREPARED BY: JAMES L. PAUL

EXHIBIT: A