

INTERLOCAL AGREEMENT REGARDING
THE HEBER CITY ANNEXATION DECLARATION BOUNDARY

This Interlocal Agreement (hereafter “Agreement”) is made by and among Wasatch County, Utah (hereafter "County"), Heber City (hereafter "City"), and Jordanelle Special Service District (hereafter JSSD), North Village Special Service District (hereafter NVSSD) political subdivisions of the State of Utah, regarding the annexation and development of the various properties as shown on the annexation declaration adopted by Heber City on XXXXX.

WHEREAS Heber City desires to annex portions of unincorporated Wasatch County; and

WHEREAS Wasatch County has been in the process of planning the proposed areas for many years; and

WHEREAS since this area is not part of the city’s general plan and the city does not have specific ordinances to cover this area County desires to have this inter-local agreement so that planning efforts can be consistent between developed, developing and proposed projects; and

WHEREAS many of the areas proposed for annexation have vested density rights that were approved in the County; and

WHEREAS the approved and vested densities had specific master plans, conditions and requirements allowing the density; and

WHEREAS County desires to see orderly growth and a commitment to maintaining the high speed, limited access designation of highways 40 and 32 by compliance with the corridor management plans now in place; and WHEREAS County desires to see the internal transportation plan including the trails master plan complied with as well as ridgelines, setbacks and other items that are part of the current code; and

WHEREAS, water and sewer is currently provided by the North Village Special Service District (NVSSD) and the Jordanelle Special Service District (JSSD) who has committed infrastructure and has limited sewer and water capacity for this area; and

WHEREAS, pursuant to Utah Code 11-13-202, the parties hereto wish to set forth in this Interlocal Agreement their mutual understandings with respect to some terms to be followed to mitigate and administer the impact of the Project and come to an agreement with regard to the shared cost of said mitigation; and

WHEREAS the City is considering annexation of the Property, and in the event of such an annexation, City and property owners will enter into additional agreements, not in conflict with this Agreement, including but not limited to an Annexation Agreement and Master Plan Approvals

which will contain additional requirements, considerations and stipulations pertaining to this Project and Development of the same, and

WHEREAS, because the primary purpose of this Agreement is to regulate the development of the Project and the Property, the City, the County, and the NVSSD and JSSD each desire to allow the owners of the Property, to agree to and be bound by the terms of this Agreement; and

WHEREAS this Agreement does not create an interlocal entity, but only represents an interlocal agreement; and

NOW, THEREFORE, the City, the County, NVSSD and JSSD hereby agree as follows:

1. Duration of Agreement: This Agreement shall endure for 50 years.
2. Purposes: The purposes of this Agreement are to establish a mutually cooperative arrangement among the City, the County and the special service districts in regulating the development of the annexed properties (as shown in the adopted annexation declaration in exhibit X), and to establish mutually enforceable general regulations regarding this Property and the associated Project.
3. DRC approval: Due to the large number of vested rights in the two overlay zones and the impacts to the Fire District, SSD's, countywide trail plan, county ridgeline code, and corridor management plans etc. County desires to review all proposals through the Development Review Committee process. The City desires to ensure the Property's obligations under the overlay zones does not diminish, and that the impacts to the fire district, the SSD's, the countywide trail plan, the county ridgeline code, and corridor management plan are considered and addressed so as to maintain the compliance of the Property with these guidelines. A completed DRC report is required prior to approvals of any developments in the Property.
4. Trails: Trails shall be done in accordance with the approved County trails master plan (see exhibit X) and reviewed by the County. All trails shall be completed concurrently with each phase of the development. Trails are limited to 8% grade and shall be approved by the County trail planner as part of the DRC process mentioned in sub section 3. Trails shall be shown on all plats and have an as-built easement recorded on every trail providing for public access. Easements shall be 5' on each side of the center line for back country trails and 10' from the center line for asphalt trails.
5. Financing: Each party to this Agreement will perform their obligations under this Agreement with each's own funds.
6. Termination: This Agreement may be terminated at the conclusion of 50 years or after the Property has been fully developed to the extent permissible under law, whichever comes first. However, in the event all parties agree that this Agreement is no longer necessary, it may be terminated by the unanimous stipulation of the parties.

7. Water, Secondary Water, and Sewer Services: the identified special service districts agree to provide all water, secondary water, and sewer service for the Projects according to the Rules, Policies, and Procedures of the special service districts, in accordance with applicable law, and as outlined in the agreement in exhibit X.
8. Future Parks: It is the intent of the approvals that have been granted for the Property, and the code to have parks and public trails. More particularly the Sorenson property is intended to be a community that provides its own internal services to capture as much traffic and keep it internal to the development. This means there will be regional parks and other public amenities. Regional parks should be done in accordance with the County Parks Departments approval to ensure that County run programs can be done on the site. The City agrees to require parks, and trails that meets or exceed the requirements of Wasatch County, including in amount of space, and quality and type of space required. If annexed, City shall provide all maintenance of the regional parks.
9. Water Board Approval: Due to the SSD commitment to provide services to the annexed developments, which City agrees to honor and not circumvent, the water board, which the SSD is a party to, shall review all developments proposed to be annexed to ensure that the necessary culinary water is available. The city agrees to grant no approvals on any applications that would result in a need for culinary water without approval by the water board, which the respective SSD is a party to.
10. SSD approval. The respective special service districts shall review all proposals submitted to them in accordance with exhibit X
11. Impact Fees: City agrees that they will assess all impact fees necessary for the Fire District and the respective special service districts in accordance with Exhibit X.
12. Final Plat signatures: All final plats shall have a signature block for the appropriate SSD.
13. Regulating ordinances: City agrees that they will adopt the approved North Village code, master plan and transportation plan and the Jordanelle Basin Overlay zone and comprehensive plan, trail plan and ridgeline ordinance (as contained in exhibit X) for their regulatory ordinances
14. Vested rights/Density: City agrees that projects vested by the County shall maintain those vested rights as long as all the conditions, development agreements, and any other requirements of approvals are complied with and enforced by the City. The densities of annexed projects shall be in accordance with vested rights or adopted codes unless density is reduced.
15. Ridgeline ordinance: County has a ridgeline ordinance in place for the North Village as well as the JBOZ. City shall maintain the ridgeline requirements at least as

restrictive as the current standards, and enforce them on new developments as contained in exhibit X.

16. Setbacks: Setbacks on highways 40 and 32 are 150' from the edge of the right-of-way. This is to keep an open feel along highway the state highways, provide a place for the trails and sufficient landscaping between state highways and developments, provide for a better living experience for residents of the developments and preclude the need for sound attenuating structures as Highway 40 expands and ADT's increase. City agrees to maintain standards at least as restrictive as the current County standard for setbacks from highway 40.
17. Open Space: Under the agreement already in place between Jordanelle Ridge and the County the County will continue to be deeded all open space which will have a conservation easement over it in accordance with exhibit X. City agrees to not grant approval on any application that does not comply with these provisions by deeding less than the required open space to the county as part of any plat approval. In the event that Jordanelle Ridge becomes insolvent or sells, conveys, transfers, or assigns any interest in the Property or the Project to any individual or entity—not including normal financing requirements conducted in the ordinary course of business or the sale of improved lots—the Open Space shall be immediately conveyed as set forth in this paragraph. City agrees to uphold this obligation by refusing to approve any applications on the Property after Jordanelle Ridge becomes insolvent, sells, conveys, transfers or assigns any interest in the Property until that Property affected has any corresponding open space conveyed to the County as set forth in this paragraph. Jordanelle Ridge shall be entitled to permit its residents and prospective buyers to utilize the trails in the Open Space to an equal extent as any other County resident or member of the public.
18. Commercial tax base sharing: All future commercial development in the North Village or the annexed portion of the JBOZ will have a shared commercial tax provision to be worked out as contained in exhibit X.
19. Impact fees for roads not annexed: County or City will collect for the County impact fees for roads that are not annexed into the City and remain maintained by the County as designated in exhibit X.
20. Corridor management agreement: County has entered into a “Cooperative Corridor Access Agreement” with UDOT (see exhibit X) to control and limit access onto Highway 40 and Highway 32 and only allow access at full movement intersections. This is an attempt to maintain the high speed facility to move traffic. City agrees that they will comply with and enforce the approved corridor management plan, as if they were the County, for Highway 40 and Highway 32 unless amended by mutual consent by UDOT and County.
21. Bypass road: City agrees that annexations adjacent to the bypass road will include the necessary portions for the bypass right-of-way. Once annexed, City is required

by dedication or purchase to acquire the necessary right-of-way. Alignment and widths shall be done in accordance with exhibit X.

22. Fire District Inspections: The Parties agree that the Wasatch County Fire District will perform all fire inspections related to the Property, and it will collect the same fire inspection fees for the Project and the Property that are assessed on a county-wide basis.
23. Roads standards: The Parties agree that the County's current 30' wide asphalt paving standard will be used for all roads, with curb and gutter in the annexed developments.
24. Building Inspections: All building inspections will be performed by the City in a timely manner. The City will ensure that enough qualified inspectors are available for that purpose.
25. Fire Stations: The Fire District has stated that they will need 4-7 fire station sites in the Jordanelle Ridge property that are 2-5 acres in size. This should be dedicated to the County as part of each applicable plat, and in coordination with the County. The County will build the station and pay for all improvements on the lot, using impact fees collected by the City at building permit. If the County determines not to build stations on the dedicated sites, said lot shall revert back to the developer after a 25 year time frame.
26. Joint Board: Pursuant to Utah Code Section 11-13-207(1)(b), this Agreement shall be administered, if need be, by a joint board consisting of six members, three appointed by the City and three appointed by the County. Four board-members shall constitute a quorum. Disagreements regarding enforcement of this Agreement or other matters may be submitted to the joint board at the request of any two members of the joint board, and it shall render its decision within thirty (30) days of the submission. Any matter contemplated by this Agreement may be submitted to this joint board, but the joint board shall have no authority to violate, interpret, or change City's codes or ordinances. The joint board may adopt rules and bylaws as appropriate for the internal operation of the joint board. If a two-thirds majority (4) of the entire committee cannot agree with reference to any decision to be made, the matter in dispute shall be submitted to the Mountainlands Association of Governments for arbitration. Provided, however, this dispute resolution mechanism shall not be construed as authorizing any material change to the Parties' rights and obligations under this Agreement, and no provision of this Agreement may be construed as giving Sorenson the right to circumvent the City's planning and appeal process as set forth in the City's code and ordinances.
27. Effective Date: This Agreement shall be neither effective nor binding on any party until all parties have signed hereto. The effective date of this Agreement shall be the date of the last signature hereto.

Miscellaneous Provisions

Audit: City understands it may be difficult for the other parties to this Agreement to gauge compliance with this Agreement. Therefore, the City agrees that any other party to this Agreement may request to review the City's compliance with the terms of this Agreement, and the City will cooperate with the request, including by making available department heads and staff who will carry out obligations herein for reasonable questions and assistance in verifying compliance with the terms of this Agreement. Additionally, City agrees that any other party may ask not more than once every six months for the form, attached as exhibit X, to be fully filled out by the City, and executed by the mayor thereof, showing compliance with key terms of this Agreement.

Rescission: The parties recognize that while this Agreement anticipates the City's annexation of the Property, this Agreement does not bind the City to do so. In the event that the City decides not to annex the Property, all parties will be deemed to have rescinded this Agreement, and this Agreement shall become null and void and of no further force or effect.

Default, Noncompliance: In the event of a default under this Agreement or any non-compliance with the Agreement, any party may sue for injunctive relief, specific performance, and damages. The prevailing party or parties shall recover their costs and attorney's fees. Attorney fees for an attorney employed full-time by a governmental agency shall be calculated by using the same rate as the average rate for attorney's fees charged by privately employed attorneys in the State of Utah who have a similar number of years' experience as the governmental agency's attorney.

Forum: This Agreement and all matters pertaining to the validity, construction, interpretation, and effect of this Agreement shall be governed by the laws of the State of Utah. Any litigation regarding this Agreement shall take place in the Fourth District Court, Heber Department, in the State of Utah.

Severability: If any provision of this Agreement, or the application thereof to any person or circumstances, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Entire Agreement: This Agreement contains the entire understanding and agreement between the Parties, and all preceding agreements are merged herewith. It is expressly understood and agreed that this Agreement may not be altered, amended, or otherwise modified in any respect except by a written instrument, duly executed

by all Parties hereto.

Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all necessary actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

Successors in Interest: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

Jointly Drafted: The Parties agree that this Agreement is the product of a negotiation between the Parties. The Agreement, therefore, shall be deemed to have been drafted jointly by all of the Parties.

Authorization: Each person executing this Agreement on behalf of any entity represents and warrants that they are duly authorized to sign on their behalf and to bind the entity.

a. Pursuant to Utah Code Section 11-13-202.5(1)(b), this Agreement must be approved by the legislative body of the public agencies who are parties to this Agreement. This approval will be reflected by the signature of the chair of such body on this Agreement.

b. Pursuant to Utah Code Section 11-13-202.5(2), the legislative body of each public agency which is a party to this Agreement shall adopt a resolution or ordinance approving this Agreement and specifying the effective date of the Agreement.

c. Pursuant to Utah Code Section 11-13-202.5(3), the legislative body of each public agency which is a party to this Agreement shall cause this Agreement to be reviewed by the attorney authorized to represent the public agency for review as to proper form and compliance with applicable law. This review will be reflected by the signature of such attorney to this Agreement.

Notice: Any notice to be given or other document to be delivered by any Party to the other or others hereunder may be delivered in person, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, and addressed to the Party for whom intended, as follows:

WASATCH COUNTY
Attention: Council Chair
25 North Main Street

Heber City, Utah 84032

With a copy to:

Scott Sweat, Esq.
805 West 100 South
Heber City, Utah 84032

HEBER CITY MAYOR
Attention: Mark Anderson
75 North Main Street
Heber City, Utah 84032

Doug Smith
55 South 500 East
Heber City, Utah 84032

With a copy to:

J. Mark Smedley, Esq.
30 North Main
Heber City, Utah 84032

North Village Special Service District/Jordanelle Special Service District
Attn: Ron Phillips

Heber City, Utah 84032

WASATCH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF UTAH:

By: Greg McPhie, Wasatch County Council Chair

Dated: _____

By: Michael Davis, Wasatch County Manager

Dated: _____

APPROVED BY: _____ Dated: _____
Scott Sweat, Wasatch County Attorney

HEBER CITY, A MUNICIPAL CORPORATION:

_____ Dated: _____
By: Mayor, Alan McDonald, Heber City,

APPROVED BY: _____ Dated: _____
J. Mark Smedley, Heber City Attorney

JSSD/NVSSD:

_____ Dated: _____
By: , Chair

APPROVED BY: _____ Dated: _____
Attorney for Twin Creeks Special Service District

Exhibit "A": Approximate Location and Outline

DRAFT