

INTERLOCAL AGREEMENT

REGARDING THE HEBER CITY ANNEXATION POLICY PLAN AND THE NORTH VILLAGE SPECIAL SERVICE DISTRICT, JORDANELLE SPECIAL SERVICE DISTRICT, AND TWIN CREEKS SPECIAL SERVICE DISTRICT

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 planning and development within those Special Service Districts (hereafter “Districts”) and the Heber City Annexation Policy Plan Area (Hereafter “Annexation Area”).

WHEREAS, the County has expended significant resources in the creation of specific zoning regulations, agreements with various public entities and property owners and special service districts with existing and planned sewer and water facilities for the Districts (boundaries shown in Exhibit A);

WHEREAS, the County desires the continued financial viability of the Districts, including matching the density of development within the Districts to that which it has capacity for and recognizing that increasing or decreasing development densities within those Districts may have detrimental impacts on the financing of the Districts;

WHEREAS, the City and County each desire to see orderly growth occur within the Districts, including the preservation of open space and the rural feel in the valley; the protection of ridgelines; the protection of sensitive lands; the protection of dark night skies; the protection of transportation corridors; the construction and dedication of public parks and trails; the preservation of property rights; the protection of clean air and water; and the dedication of the necessary and adequate public facilities;

WHEREAS, the City desires to promote economic development, facilitate the efficient use of public resources and to see future urban growth constrained within incorporated areas;

WHEREAS, the City has been approached about including portions of said Districts within its Annexation Area (Exhibit B) but does not have the zoning regulations, agreements or facilities in place yet to implement the common goals specified in this agreement;

WHEREAS, the City desires to maintain itself as the economic center for the valley, the County Seat of Wasatch County, and maintain an independent identity for itself both in geographic separation and local character from surrounding incorporated and unincorporated areas;

WHEREAS, Heber City and Wasatch County desire to enter into this binding agreement to facilitate the common goals of this agreement, yet maintain the independent judgement and sovereignty of each local entity to govern as bestowed upon them by the Utah State Legislature.

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

1. **Duration of Agreement**: This Agreement shall endure for 30 years. 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.
2. **Regulatory Documents**. Upon or prior to an initial annexation within a District boundary, the City will involve the Wasatch County Planning Office in the review of new City zoning regulations as follows:

- a. **Twin Creeks Area (east of 1200 East).** Residential densities will not exceed one (1) unit per acre for a typical subdivision or 2 units per acre for developments providing open space, similar to the Cobblestone Subdivision.
 - b. **North Village Code and Jordanelle Basin Overlay Zone and Comprehensive Plan.** The City agrees to adopt a document with similar land uses, standards and densities as the North Village Code.
 - c. **Master Transportation Plan.** The City agrees to adopt a document with similar standards as the County's Master Plan and Transportation Plan. The County's current 30' wide asphalt paving standard will be used for all local roads in the District areas, except where, as determined by future amendments to Heber City's Capital Facilities Plan and/or General Plan, additional street width is determined to be needed for collector and/or arterial streets to adequately accommodate anticipated traffic volumes.
 - d. **Trail Plan.** The City agrees to adopt a Trails Plan similar to Wasatch County's Trail Plan.
 - e. **Highway 40 and Highway 32 setbacks.** The City agrees to adopt and implement larger building and development setbacks along Highway 40 and Highway 32 sufficient to maintain a rural feel with landscaped berms and trails.
 - f. **Ridgeline Ordinance.** The City agrees to adopt a ridgeline protection ordinance to protect view corridors along Highway 40 and Highway 32.
 - g. **General Plan.** As part of the City's update to the Annexation Policy Plan, the City will amend its General Plan and Zoning Map and Ordinance to reflect the terms of this agreement.
 - h. **Annexation Policy Plan.** The City and County agree to accept the proposed boundaries of the draft Annexation Policy Plan Map in its substantial form.
3. **Vested Rights/Density:** City agrees that projects vested by the County shall maintain those vested rights and shall include the conditions and development agreements approved by the County. City agrees there will not be a substantial change in planned densities. In the event of changes, the City will require mitigation of those impacts through Annexation and/or Development Agreement with the property owner.
4. **Annexation Process.** The County will encourage urban development in the unincorporated District areas to pursue annexation of proposed developments into the City. During each annexation process, an Annexation Agreement will be drafted to solidify the terms and purpose of this agreement, addressing any issues specific to that particular annexation.
5. **Annexations.** In the event Heber City receives an annexation petition that includes the Wasatch View Estates Subdivision, Wasatch County, upon request from Heber City, agrees as per Utah State Code 10-2-402 (1) (b) (iii) (B), to leave Wasatch View Estates Subdivision as an unincorporated island or peninsula.
6. **Development Processes.** The City will hold Development Review Committee (DRC) meetings for each development located within said District areas and will specifically invite the Water

Board, Fire District, County Planning Office and Special Service Districts to participate in the review of proposed developments in relation to the terms of this agreement. County will send appropriate personnel to participate in the DRC meetings and will provide written and verbal comments to the city regarding:

- a. Fire District Facilities;
 - b. Water and Sewer facilities;
 - c. Open Space Facilities;
 - d. Trail Facilities;
 - e. Ridgeline Protection;
 - f. Transportation Corridor Management; and
 - g. Future County Parks.
7. **Water Board Approval:** The City agrees to grant no Final Development Approval 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. The Water Board will participate in the City's DRC process.
8. **Impact Fees:** City agrees that it will not approve developments/building permits without proof that impact fees necessary for the Fire District and the respective Districts have been paid.
- a. Heber City will require, through Annexation Agreement that adequate road facilities be constructed from Highway 40 to properties developed in the North Village Special Service District.
9. **Final Plat Signatures:** All final plats shall have a signature block for the appropriate SSD.
10. **Corridor management agreement.** County has entered into a "Cooperative Corridor Access Management Agreement" (Exhibit C) with UDOT. City agrees to enforce this agreement in place of the County for Highway 40 and Highway 32 unless amended by mutual consent by UDOT and County.
11. **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.
12. **Inspections and Development Review.** Each party to this agreement, including the City, the Special Service Districts, the County and its associated departments and boards, commit to timely review developments, permits and proposals that pertain to that party's particular area of discretion.
13. **Public Facility Dedications.** Parties agree it is mutually beneficial for facilities to meet the following standards. City will require Annexation Agreements and include County as a party to the Annexation Agreement to ensure compliance the intent of this agreement.
- a. **Public Trails:** Trails shall be done in accordance with the approved County Trails Master Plan, or as may be modified by the adoption of a revised Trails Plan by the City.
 - i. All trails shall be completed concurrently with each phase of the development. Trails are limited to 8% grade.
 - ii. Trail easements shall be shown on all plats and each public trail shall 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.

- b. **Open Space:** Jordanelle Ridge has committed to deed open space to County with conservation easements. City agrees to require such open space dedication through Annexation Agreement, which will specify the particular details required for the dedication.
 - i. Wasatch County agrees to review proposed developments as part of the City's DRC process in respect to open space, and, if applicable, assist in identifying potential deficiencies in the proposed open space proposal for that development.
 - ii. City agrees to uphold this requirement by refusing to approve development applications on the Jordanelle Ridge property if the proposed development does not comply with this open space dedication requirement.
 - c. **County Parks.** County managed parks will only be accepted in accordance with Wasatch County Park Standards and only for facilities that are part of the Wasatch County Parks and Recreation Programming.
 - d. **Fire Stations.** The Fire District will need up to four (4) fire station sites in the Jordanelle Ridge property that are 2-5 acres in size. The City will require the sites to be identified in an Annexation Agreement, and will require dedication of these sites to the County as part of each applicable plat. The County will build the station and pay for all improvements on the lot, using impact fees. 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.
 - e. **Other Public Facilities.** Other public amenities and public facilities should be obtained through dedication with an Annexation Agreement and/or Development Agreement, such as public safety buildings and future school sites.
 - f. **Water, Secondary Water, and Sewer Services:** the identified Districts agree to provide all water, secondary water, and sewer service for the Projects within their specified service areas according to the Rules, Policies, and Procedures of the special service districts, in accordance with applicable law, unless it is determined that the City can provide the above noted services more economically without jeopardizing the financial viability of the districts.
 - g. **Bypass road.** City agrees that annexations adjacent to the bypass road will include the necessary portions of the bypass right-of-way through dedication by the petitioning private property owners.
14. **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.
15. **Miscellaneous Provisions**
- a. **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.

- b. **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.
- c. **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.
- d. **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.
- e. **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.
- f. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- g. **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.
- h. **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.
 - i. 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.
 - ii. 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.

- iii. 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
75 North Main Street

Heber City, Utah 84032

WASATCH COUNTY

By: Greg McPhie, Wasatch County Council Chair

Dated: _____

By: Michael Davis, Wasatch County Manager

Dated: _____

APPROVED BY: _____
Scott Sweat, Wasatch County Attorney

Dated: _____

HEBER CITY

By: Mayor, Alan McDonald, Heber City,

Dated: _____

Attest: Michelle Vest, Heber City Recorder

Dated: _____

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

Dated: _____

NORTH VILLAGE SPECIAL SERVICE DISTRICT, JORDANELLE SPECIAL SERVICE DISTRICT, AND TWIN CREEKS SPECIAL SERVICE DISTRICT

By: District Chair

Dated: _____

APPROVED BY: _____
Attorney for Twin Creeks Special Service District

Dated: _____

EXHIBIT A: SPECIAL SERVICE DISTRICT BOUNDARIES

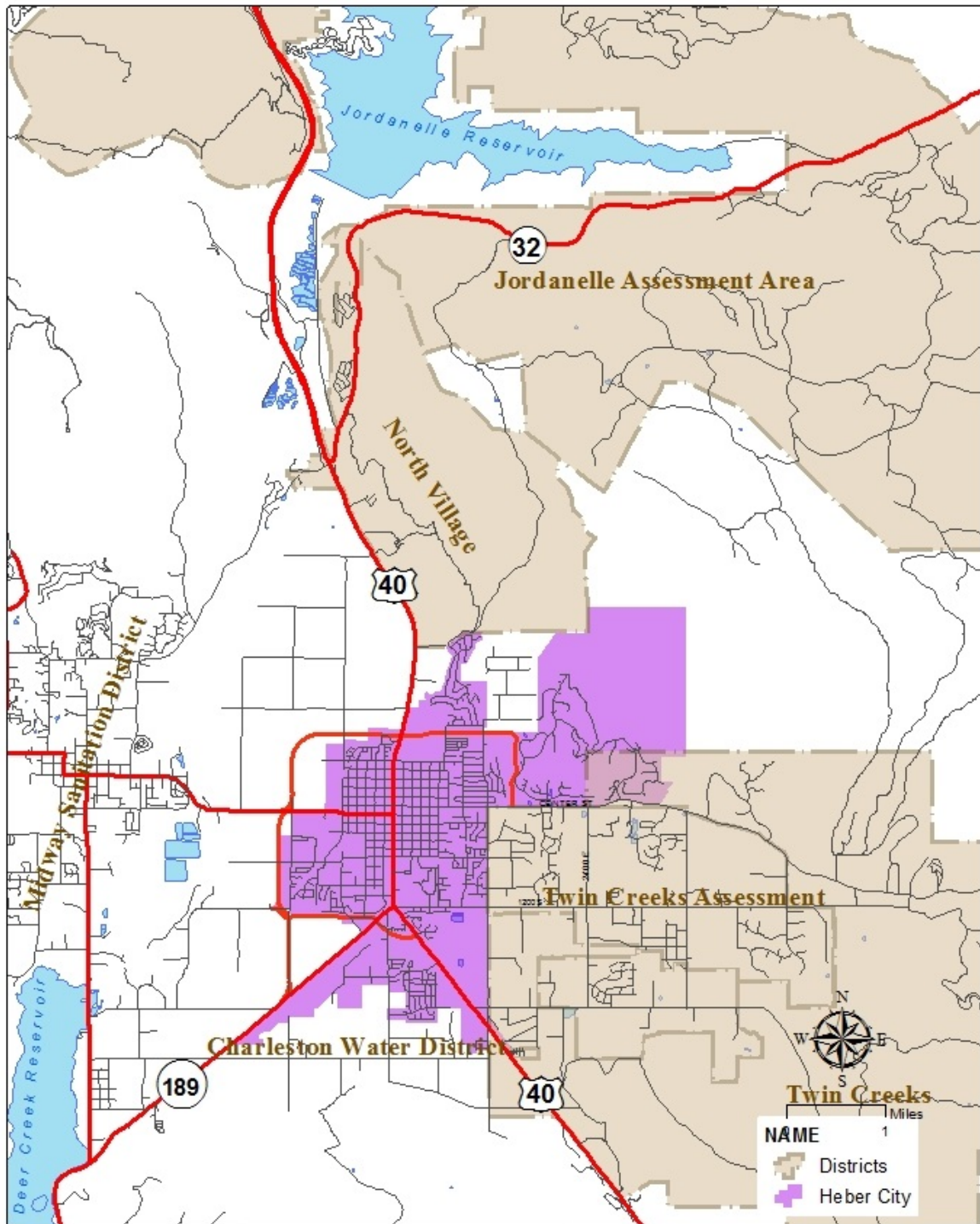


EXHIBIT B: PROPOSED ANNEXATION POLICY PLAN MAP

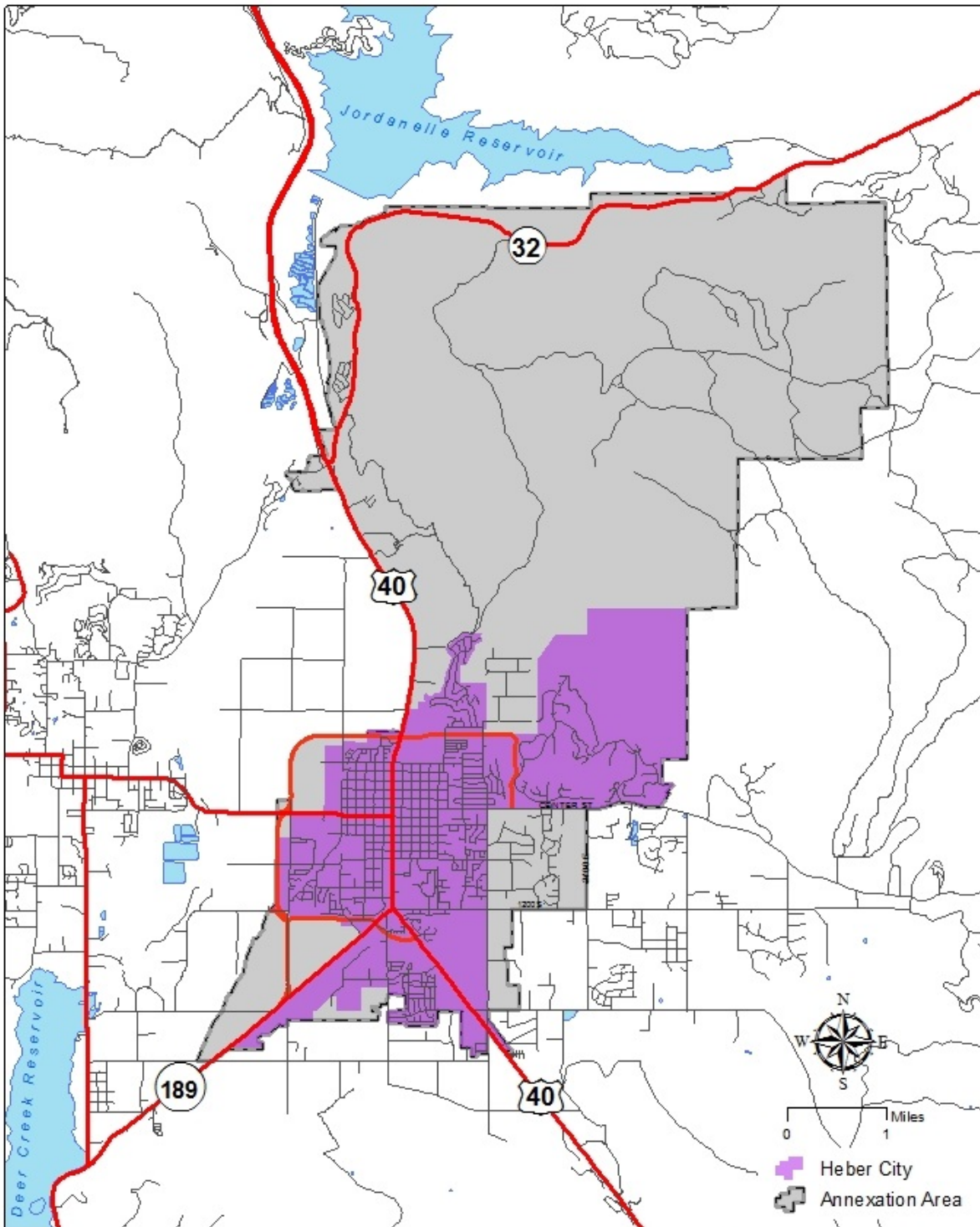


EXHIBIT C: ACCESS MANAGEMENT AGREEMENT