

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 COUNTY ADMINISTRATION BUILDING ANNEXATION located in HEBER CITY, dated JULY 22, 2025, complying with §67-1a-6.5, 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 COUNTY ADMINISTRATION BUILDING 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 1st day of August, 2025 at Salt Lake City, Utah.



A handwritten signature in black ink that reads "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor



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

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

July 22, 2025

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

RE: Wasatch County Administration Building Project Annexation

To Lt. Governor Henderson:

During the June 17th, 2025, Heber City Council meeting, the Heber City Council adopted Ordinance 2025-19 approving an annexation titled Wasatch County Administration Building Project Annexation, amending the common boundaries as designated in the City's Annexation Policy Plan. The annexation parcel consists of 20.8 acres located at approximately the corner of South Field Road and Midway Lane, 100 South South Field Road, Wasatch County, Utah.

Included you will find a copy of the Ordinance of Annexation with the boundary description of the annexation, and a copy of the annexation map.

Pursuant to Utah State Code 67-1a-6.5(3)(e)(i), Heber City certifies that all requirements applicable to the boundary action have been met and is requesting the Lieutenant Governor's office provide Heber City Corporation with a paper certificate of annexation as described in 67-1a-6.5(5)(a)(iii).

If approved, please send the Paper 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 N. Cooke
City Recorder



ORDINANCE NO. 2025-19

AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE WASATCH COUNTY ADMINISTRATION BUILDING ANNEXATION LOCATED AT APPROXIMATELY 100 S SOUTHFIELD RD, HEBER CITY, WASATCH COUNTY, STATE OF UTAH.

WHEREAS, The Wasatch County Administration Building Annexation is within the Heber City Annexation Policy Plan.

WHEREAS, The Wasatch County Administration Building Annexation furthers the Envision Heber 2050 General Plan, adopted by Heber City.

BE IT ORDAINED by the City Council of Heber City, Utah, that the property known as the Wasatch County Administration Building Annexation, as described in Exhibit A, attached hereto and incorporated herein, is hereby annexed into the City of Heber City and zoned as the IPFZ Institutional & Public Facilities Zone. The agreement outlined in Exhibit B is hereby adopted as part of this ordinance.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 17 day of June 2025.

| | AYE | NAY | ABSENT | ABSTAIN |
|-------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Yvonne Barney | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Aaron Cheatwood | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Michael Johnston | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Sid Ostergaard | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Scott Phillips | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

APPROVED:

Heidi Franco
Mayor Heidi Franco



ATTEST:

Robin E. Raines-Bard Date: June 17, 2025
RECORDER
Deputy

Exhibit A

Beginning at the intersection of the south line of Highway 113 and the west line on South Field Road, said intersection also being South 00°12'42" East 197.93 feet along the section line to a point on said south line and South 89°15'42" East 195.90 feet along said south line from the Northeast Corner of Section 1, Township 4 South, Range 4 East, Salt Lake Base and Meridian and running:

thence South 00°55'06" West 1,297.85 feet along said west line of said South Field Road;
thence South 89°55'55" West 680.30 feet;
thence North 00°42'43" East 819.02 feet;
thence North 00°09'02" West 488.46 feet to a point on said south line of said Highway 113;
thence South 89°15'42" East 692.26 feet along said south line to the point of beginning.

Contains 890,927 square feet or 20.453 acres

Exhibit B

When recorded return to:

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

Parcel Nos. 08-4298, 09-0592, & 20-9116

**ANNEXTION AND DEVELOPMENT AGREEMENT
(Wasatch Administration Building Site)**

THIS AGREEMENT entered into as of May 1, 2025 (the “Effective Date”), by and between HEBER CITY (the “City”) and WASATCH COUNTY (the “County”). County and City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the County is the owner of approximately 20.8 acres of real property described in Exhibit A, located at approximately 100 S Southfield Road, Heber City, Utah (the “Property”); and

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

WHEREAS, the County has requested that the City annex the Property, and the City has agreed to annex the Property subject to the terms and conditions of this Agreement.

AGREEMENT

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

1. **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.
 - a. **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.
 - b. **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.

- c. **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.* (2023), as amended.
- d. **System Improvement** means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code Ann. § 11-36a-102(21).

2. **Zoning.** Concurrently with its execution of this Agreement, the City has annexed the Property to the City and zoned the Property under the Institutional and Public Facilities Zone (IPFZ). Except as otherwise set forth herein, development of the Property shall be in accordance with the IPFZ zone and 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.

3. **General Vested Rights.** Subject to paragraphs 4 and 5, and except as specifically provided herein, the Parties intend that this Agreement grants to County all rights to develop the Property in fulfillment of this Agreement, the City's Vested Laws, and the zoning of the Property. The Parties specifically intend that this Agreement grant to County the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2024).

4. **Compliance with City Requirements and Standards.** County expressly acknowledges that nothing in this Agreement shall be deemed to relieve County from its obligations to comply with all lawfully imposed applicable requirements of the City necessary for approval and recordation of subdivision plats for the Project, which are in place at the time of a complete and approved application, including the payment of unpaid fees, the approval of subdivision plats, 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.

5. **Exceptions to Vested Rights.** The vested rights and the restrictions on the applicability of City's Future Laws are subject to the following exceptions:

5.1 **Agreed to Regulations.** City's Future Laws or other regulations to which the County agrees in writing;

5.2 **State and Federal Compliance.** City's Future Laws or other regulations that are enacted or required to comply with State or Federal laws or regulations that are required by the State or Federal law to be retroactive;

5.3 **Development Review Processes.** Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists that are generally applicable and are procedural rather than substantive;

5.4 **Safety Codes.** Any City's Future Laws that are updates or amendments to building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, 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 enacted to meet legitimate concerns related to public health, safety or welfare;

5.5. **Engineering Standards.** Amendments or changes to the City's Engineering Standard Drawings and Specifications adopted and in effect at the time of the subject parcels' associated development application(s);

5.6 **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, or similarly situated persons and entities;

5.7. **Fees.** Changes to the amounts of 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;

5.8 **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2025) et seq.; and

5.9. **Compelling, Countervailing 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 Code Ann. § 10-9a-509(1)(a)(ii)(A) (2025) subject to claims for previously incurred expense.

6. **Infrastructure Requirements.** All master planned infrastructure elements on or adjoining the subject property need to be designed and installed by County. County shall comply with the following additional requirements:

- a. County shall continue coordinating with UDOT to preserve land identified as potentially needed by UDOT for the Heber Valley Corridor until such time as UDOT completes engineering refinements to the two remaining alternates considered in the EIS and identifies the preferred route alternative.
- b. The City's Regional Transportation Plan calls for widening of 100 South (Midway Lane). County shall coordinate with UDOT in good faith to dedicate land as necessary for future widening.
- c. County shall design, construct, and pay for widening of Southfield Road to collector road standards to match the already constructed road cross section to the south of the Property.
- d. County shall continue the irrigation water line in South Field Road along the frontage of the Property and tie into the existing irrigation water line located on the north side of 100 South Street installed by new high school project to complete the loop and provide adequate water pressure. County will prepare plans and specifications and facilitate application to UDOT for an encroachment permit; however, UDOT's

refusal to grant required permission to cross their right of way shall be deemed to exempt County from performing this work to an extent beyond the Property.

- e. County shall design and construct the Master Planned regional trail along east side of property with anticipation that this trail section will integrate with the planned trail section associated with UDOT's Heber Valley Corridor project. As such, a trail along the east side of the property shall be designed to be compatible with UDOT's requirements and preferences. It's assumed that the City's MP trail and UDOT's future trail will align; if not, and UDOT wants a trail somewhere else (like the west side of the property) the City's MP trail still needs to be constructed on the east side of property.
- f. The City owns and operates two existing parallel sewer lines along 100 South (Midway Lane). County shall provide a sewer easement using City standard easement language across the property described in Exhibit B.
- g. County shall connect to the sewer line on West side of Property indicated in note #18 of Exhibit C for sewer service.
- h. County shall comply with any pioneering agreements made known to the County in place for any infrastructure reimbursements that City is obligated to enforce and collect.
- i. County shall comply with all City water right requirements except water dedication will be deferred for the northern portion of the land while it remains in agricultural use and will not be required until future development activity.

7. **Default.** Any failure by any party to perform any term or provision of this Agreement, which failure continues uncured for a period of ten (10) calendar days following the receipt of written notice of such failure from the other party shall constitute a "**Default**" under this Agreement.

7.1 **Notice.** Any notice of default ("**Default Notice**") shall: (1) specify the claimed event of Default; (2) identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; (3) identify why the claimed Default is claimed to be material; and (4) specify the manner in which said failure may be satisfactorily cured.

7.2. **Cure.** Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the "**Cure Period**"). If more than 30 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. City may, in City's sole discretion, withhold permits or approvals during any Cure Period.

7.3. **County's Remedies Upon Default.** County's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this

Agreement and City's obligations under this Agreement. IN NO EVENT SHALL HEBER CITY BE LIABLE TO COUNTY, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

7.4 **City's Remedies Upon Default.** In addition to all other remedies available at law or in equity, City shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by County, until the Default has been cured. City shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

8. **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 County.

9. **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.

10. **Notices.** Any notice or communication required hereunder between the City and the County 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

County

Wasatch County Manager
25 North Main Street
Heber City, UT 84032

10. **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.

11. **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 County, 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 County that the County fails adequately to perform.

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

SIGNATURE PAGE TO FOLLOW

DATED this ____ day of _____, 2025

HEBER CITY:

By: _____
Heidi Franco, Mayor

ATTEST:

Heber City Recorder

DATED this ____ day of _____, 2025

WASATCH COUNTY

By: 

Print Name: Dustin Grabaw

Title: County Manager

ATTEST:


County Recorder



Exhibit A

Legal Description

Beginning at the intersection of the south line of Highway 113 and the west line on South Field Road, said intersection also being South 00°12'42" East 197.93 feet along the section line to a point on said south line and South 89°15'42" East 195.90 feet along said south line from the Northeast Corner of Section 1, Township 4 South, Range 4 East, Salt Lake Base and Meridian and running:

thence South 00°55'06" West 1,297.85 feet along said west line of said South Field Road;
thence South 89°55'55" West 680.30 feet;
thence North 00°42'43" East 819.02 feet;
thence North 00°09'02" West 488.46 feet to a point on said south line of said Highway 113;
thence South 89°15'42" East 692.26 feet along said south line to the point of beginning.

Contains 890,927 square feet or 20.453 acres

Exhibit B

Sewer Easement Legal Description

Sewer Easement

Beginning at the intersection of the west line of Southfield Road and the south line of Highway 113 said point being East 196.61 feet and South 200.45 feet from the Northeast Corner of Section 1, Township 4 South, Range 4 East, Salt Lake Base and Meridian and running;

thence South $0^{\circ}55'06''$ West 2.08 feet along the west line of said Southfield Road;

thence North $89^{\circ}08'06''$ West 671.17 feet;

thence North $0^{\circ}35'21''$ East 0.60 feet to the south line of Highway 113;

thence South $89^{\circ}15'42''$ East 671.18 feet along the south line of said Highway 113 to the point of beginning.

Contains 901 square feet.

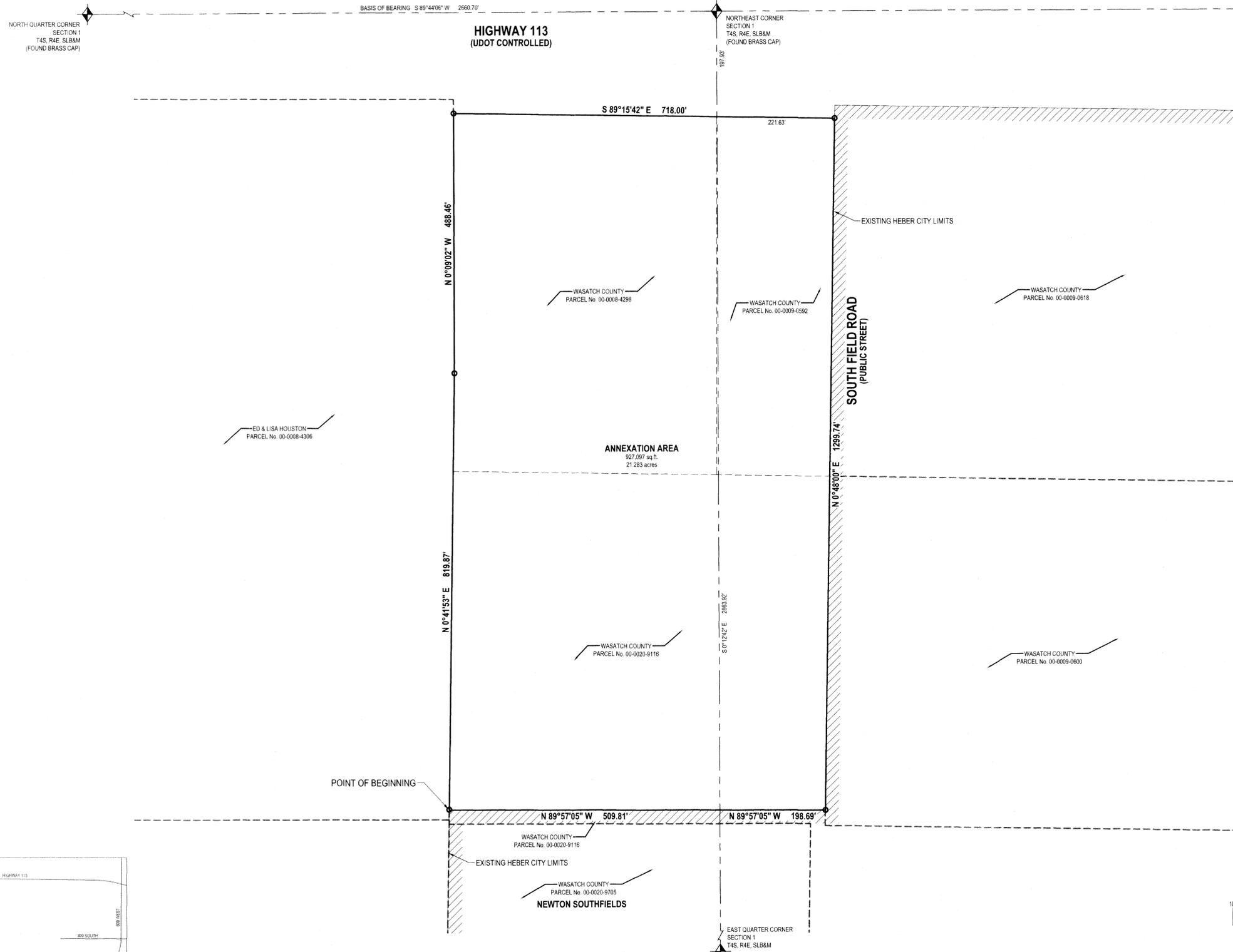
Exhibit C

Sewer Connection

"COUNTY ADMINISTRATION BUILDING ANNEXATION" FINAL LOCAL ENTITY PLAT

ANNEXATION OF WASATCH COUNTY PROPERTY ALONG SOUTH FIELD ROAD INTO HEBER CITY NOVEMBER 2024

LOCATED WITHIN NORTHEAST QUARTER OF SECTION 1
TOWNSHIP 4 SOUTH, RANGE 4 EAST, AND THE NORTHWEST QUARTER OF
SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH



LEGEND

- BOUNDARY LINE
- - - SECTION LINE
- - - ADJACENT PROPERTY LINE
- /// EXISTING DISTRICT BOUNDARY LINE

| ANNEXATION PARCELS | |
|------------------------------|----------------|
| PARCEL IDENTIFICATION NUMBER | OWNER(S) |
| 00-0008-4298 | WASATCH COUNTY |
| 00-0009-0592 | WASATCH COUNTY |
| 00-0020-9116 | WASATCH COUNTY |

DEVELOPER
WASATCH COUNTY
25 NORTH MAIN
HEBER CITY, UT 84032
PHONE: 435.657.3180

SHEET 1 OF 1
PROJECT NUMBER: 13427
MANAGER: PMH
DRAWN BY: KPW
CHECKED BY: PMH
DATE: 12/10/24

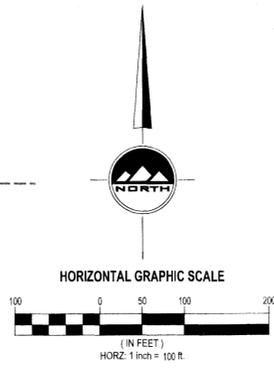


SALT LAKE CITY
45 West 10000 South Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNUTAH.COM

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453



SURVEYOR'S CERTIFICATE
I, PATRICK M. HARRIS, a Professional Land Surveyor licensed under Title 58, Chapter 22, Professional Engineers and Land Surveyors Act, holding License No. 286882, do hereby certify that a Final Local Entity Plat in accordance with Section 17-23-20 of Utah State Code, was made by me, or under my direction, and shown heron is a true and correct representation of said Final Local Entity Plat. I further certify that by authority of the Owners, I have prepared this plat for the purpose of depicting those properties within Salt Lake County to be annexed into the South Valley Sewer District.

BOUNDARY DESCRIPTION
Beginning at the Northwest Corner of the Newton Southfield Annexation, this being the north west corner of the Heber City boundary;
thence north along the west boundary of Parcel 00-0020-9116 to the Northwest Corner thereof, some 820 feet more or less;
thence north along the west boundary of parcel 00-0008-4298, some 488 feet ml to the Northwest Corner of said parcel, also being the south right of way line of U-113;
thence easterly along the north line of said parcel 00-0008-4298 and south right of way line of U-113, some 496 feet more or less to the northeast corner of said parcel;
thence easterly along the north line of parcel 00-0009-0592 and the south right of way line of U-113, some 221 feet more or less to the west boundary of Heber City, as set by the Recreation South Field Road and Midway Lane annexation

DATE: DEC. 10, 2024

SIGNATURE: [Signature]
PATRICK M. HARRIS
P.L.S. 286882

PROFESSIONAL LAND SURVEYOR
No. 286882
PATRICK M. HARRIS
STATE OF UTAH

Approved as to form Engineering this 21st Day of JULY, 2025.

[Signature] 7/21/2025
Russ Funk, City Engineer Date
Planning Manager

[Signature] 7/15/25
Janice Baron, Planning Manager Date

HEBER CITY
APPROVED THIS 15th DAY OF JULY, 2025 BY HEBER CITY

[Signature] [Signature]
MAYOR ATTEST: CITY RECORDER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.

N/A
HEBER CITY ATTORNEY

WASATCH COUNTY SURVEYOR
APPROVED THIS 12th DAY OF December, 2024, BY THE WASATCH COUNTY SURVEYOR. THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO SECTION 17-23-20 OF UTAH STATE CODE.

[Signature]
WASATCH COUNTY SURVEYOR

**"COUNTY ADMINISTRATION BUILDING ANNEXATION"
FINAL LOCAL ENTITY PLAT**
ANNEXATION OF WASATCH COUNTY PROPERTY ALONG SOUTH FIELD ROAD INTO HEBER CITY

LOCATED WITHIN NORTHEAST QUARTER OF SECTION 1
TOWNSHIP 4 SOUTH, RANGE 4 EAST, AND THE NORTHWEST QUARTER OF
SECTION 6, TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE AND MERIDIAN
HEBER CITY, WASATCH COUNTY, UTAH

RECORDED # _____

STATE OF UTAH, COUNTY OF WASATCH, RECORDED AND FILED AT THE
REQUEST OF: _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEES _____ WASATCH COUNTY RECORDER