

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 PLOURDE ANNEXATION located in HEBER CITY, dated SEPTEMBER 8, 2025, complying with §67-1a-6.5, Utah Code Annotated, 1953, as amended.

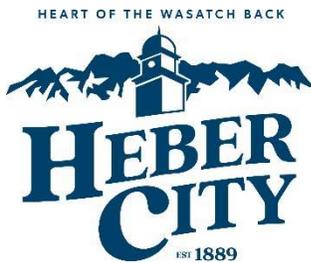
Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the PLOURDE ANNEXATION located in WASATCH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 12th day of November, 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*******

September 8, 2025

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

RE: Plourde Annexation

To Lt. Governor Henderson:

During the August 19th, 2025, Heber City Council meeting, the Heber City Council adopted Ordinance 2025-18 approving an annexation titled the Plourde Annexation, amending the common boundaries as designated in the City's Annexation Policy Plan. The annexation parcel consists of 40.85 acres located at approximately the 6800 Ut-32, in 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).

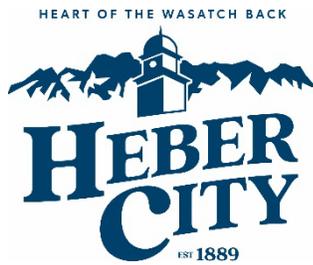
If approved, please send the Paper Certificate of Annexation to:

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



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

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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. 2025-18

AN ORDINANCE ANNEXING PROPERTY KNOWN AS THE PLOURDE ANNEXATION LOCATED AT APPROXIMATELY 6800 Ut-32, HEBER CITY, WASATCH COUNTY, STATE OF UTAH.

WHEREAS, The Plourde Annexation is within the Heber City Annexation Policy Plan.

WHEREAS, The Plourde 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 Plourde Annexation, as described in Exhibit A, attached hereto and incorporated herein, is hereby annexed into the City of Heber City and zoned as the MCZ Mountain Community 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 19 day of August 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 Raines-Bond Date: Aug. 19, 2025
RECORDER
Deputy City Recorder



Exhibit A

Boundary Description

A PARCEL OF LAND LOCATED IN THE WEST ½ OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE ¼ SECTION LINE THAT IS S.0°16'14"W. 1536.14 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION 6; THENCE S.0°16'14"W. ALONG THE ¼ SECTION LINE 2520.59 FEET TO THE NORTH LINE OF THE HEBER CITY ANNEXATION PLAT (WEST JORDANELLE LLC AND JORDANELLE RIDGE INC) FILED AS ENTRY #481608; THENCE S89°36'36"E. ALONG SAID ANNEXATION 893.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 32; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 8 COURSES: 1) N.3°25'21"E. 207.13 FEET; 2) THENCE N.43°23'17"E. 225.26 FEET; 3) THENCE N.6°48'47"W. 139.42 FEET; 4) THENCE N.69°21'44"W. 244.74 FEET; 5) THENCE N.8°16'41"W. 229.20 FEET; 6) THENCE N.8°16'41"W. 413.26 FEET; 7) THENCE N.38°58'57"W. 265.32 FEET A POINT ON A NON-TANGENT, 1412.81-FOOT RADIUS CURVE TO THE RIGHT; 8) THENCE ALONG SAID CURVE 1222.46 FEET, HAVING A CHORD BEARING N.5°10'26"E. 1184.68 FEET;

(TO A POINT THAT IS S.59°59'45"W. 2093.45 FEET FROM THE JORDANELLE HARN STATION); THENCE ALONG PARCEL #16-8919 THE FOLLOWING 3 COURSES: 1) S.89°13'18"W. 161.35 FEET; 2) THENCE S.0°23'18"W. 100.00 FEET; 3) THENCE S.89°13'18"W. 514.51 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS SURVEY IS S.0°16'14"W. 5414.86 FEET BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, BASED ON STATE PLANE COORDINATES, NAD83

Exhibit B

When recorded return to:

Heber City Corporation
Attn: City Recorder
75 North Main Street
Heber City, UT 84032

Parcel No. 00-0007-7086

**DEVELOPMENT AGREEMENT
(Plourde Annexation)**

THIS DEVELOPMENT AGREEMENT entered into this 19th day of August, 2025, by and between **Heber City**, a Utah municipality (“City”) and **Harvest Moon Events, LLC**, a Utah limited liability company (“Owner”). Owner and City are, from time to time, hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Owner is the owner of an approximately 40.58 acres of real property located at approximately 6800 Ut-32, Heber City, UT 84032 and designated as Parcel Number 00-0007-7086 (the “Property”). An annexation plat including a legal description of the Property is attached hereto as Exhibit A; and

WHEREAS, the Property is currently within unincorporated Wasatch County and is currently undeveloped land.

WHEREAS, Owner has submitted a petition to annex the Property into the City; and

WHEREAS, City has approved the annexation of the Property to the City subject to the terms and conditions of this Development Agreement.

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 policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the Property, and therefore has elected to approve and enter into this Agreement to advance the policies, goals and objectives of the City, and 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 receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. **Zoning.** Upon annexation into the City, the Property shall be zoned Mountain Community Zone (MCZ) and shall be used and developed consistent with the requirements of the Mountain Community Zone.
2. **Building Site Plans and Design.** The property owner shall construct the future venue consistent with the plans and elevations attached hereto as Exhibit B.
3. **Landscaping.** Owner shall install landscaping on 20 ft of either side of the main entrance with a depth of 10 ft. The required landscaping is shown on site plan in Exhibit B.
4. **Permitted Uses.** Event Centers shall be included as a permitted use for this Property.
5. **Master Planned Trail Network.** Owner will dedicate land (where necessary) to accommodate a trail consistent with the area's master planned trail network.
6. **Sensitive Lands Ordinance.** The minimum standard of a 50-foot x 50-foot building pad, as required by the Sensitive Lands Ordinance, will not apply to buildable area of this Property. Structures such as decks may span areas over 30% slope, but footings and foundations shall only be constructed on areas of 30% slope or less.
7. **Required Parking.** Owner shall be responsible to provide not less than 65 onsite parking stalls. Owner shall not be permitted to park venue guests in the Highway 32 right of way or at informal "park and ride" dirt lots at the intersection of Hwy 32 and Hwy 40.
8. **Conservation Easement.** Owner shall convey 32.85 acres of the Property into a conservation easement prior to January 1, 2027.
9. **Vested Rights.** The Parties intend that this Agreement grants to Owner all rights to develop the Project in fulfillment of this Agreement, the City's current laws (the "Vested Laws"), and the zoning of the Property. The Parties specifically intend that this Agreement grant to Owner 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).
10. **Exceptions to Vested Rights.** The vested rights are subject to the following exceptions:
 - a. **Agreed to Regulations.** City's future laws or other regulations to which the Owner agrees in writing;
 - b. **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;
 - c. **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 do not materially impact (i) the ability of Owner to develop the Project in accordance with this Agreement;

d. **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;

e. **Engineering Standards.** Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes (i) do not materially impact the ability of Owner to develop the Project in accordance with this Agreement, or (ii) are not enacted as a means to reduce or limit the ability of Owner to develop the Lots in accordance with this Agreement.

f. **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;

g. **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;

h. **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 (2024) et seq.;

i. **Planning and Zoning Modifications.** Changes by City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as they don't materially impact the ability of Owner to develop the Lots in accordance with this Agreement; and

j. **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) (2024).

11. **Default and Remedies.** 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.

10.1 **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.

10.2. **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.

10.3. Owner's Exclusive Remedy. Owner'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 CITY BE LIABLE TO OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY OWNER, PROPERTY OWNER OR OTHER PARTIES UNDER THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.**

10.4 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 Owner, 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.

12. **Fees.** Owner shall be required to pay all permit fees, building permit fees, inspection fees, impact fees or other fees imposed by the City as set forth in the City Code and the City's consolidated fee schedule.

13. **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 Owner.

14. **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 may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.

15. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of thirty (30) years. Unless otherwise agreed between the City and the Owner, the Owner's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, 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.

16. **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.

17. **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, at the Owner's expense, 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.

18. **Notices.** Any notice or communication required hereunder between the City and the Owner 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 (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) 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

Owner

Harvest Moon Events, LLC
c/o Kasey Plourde
4484 South Parkview Drive
Millcreek, UT 84124

19. **Insurance and Indemnification.** 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 Owner, its agents or employees pursuant to this Agreement, unless caused by the City's gross negligence or willful misconduct.

20. **Bodily Injury and Property Damage Insurance.** Owner 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 Owner 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.

21. **Binding Effect.** If Owner conveys any portion of the Property or buildings to one or more owners or sub-Owners, 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.

22. **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.

23. **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.

24. **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.

25. **Covenants Running with the Land and Manner of Enforcement.** 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 of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of the individual lot in the Project shall have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Owner, its successors and/or assigns, or the lot owners for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Owner that the Owner fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.

26. **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. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in the specific lot, or other portion of the Project. Each person or entity (other than the City and the Owner) 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. 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 Owner.

27. **Waiver of Rights Under Utah Code Section 10-9a-532.** The Parties have been represented by an attorney throughout this process. Owner acknowledges that this Agreement does not restrict any of Owner's rights under clearly established state law or that Owner has been advised in writing of any such rights being restricted. As an essential term of this Agreement, Owner hereby waives any claim that any term of this Agreement is void, illegal, invalid, or unenforceable as the result of any failure on the City's part to disclose in writing any rights being restricted by this Agreement.

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

DATED this 8th day of September, 2025.

HEBER CITY:

By: Heidi Franco
Heidi Franco, Mayor

ATTEST:

Mina W. Walter
Heber City Recorder

DATED this 8th day of September, 2025.

Harvest Moon Events, LLC

By: Kasey Plourde
Print Name: Kasey Plourde
Title: owner

State of Utah)
:SS
County of Wasatch)

On this 3rd day of September, in the year 2025, before me, Trina N. Cooke, a notary public, personally appeared Kasey Plourde, who duly acknowledged to me that (s)he had authority to and did execute the foregoing document on behalf of Harvest Moon Events, LLC.

Witness my hand and official seal

(seal)



Trina N Cooke
Notary Public

HEBER CITY:

By: Heidi Franco
Title: Mayor

State of Utah)
:SS
County of Wasatch)

On this 8th day of September, in the year 2025, before me, Trina N. Cooke, a notary public, personally appeared Heidi Franco, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal

(Seal)



Trina N Cooke
Notary Public

Exhibit A

Annexation Map with Legal Description

NORTH 1/4 CORNER, SECTION 6
TOWNSHIP 3 NORTH, RANGE 5 EAST
SALT LAKE BASE & MERIDIAN

$S0^{\circ}23'18''W$ 100.00'

JOSEPH DZIEMIANZUK
PARCEL #16-8919

1536.14'

P.O.B.

$S89^{\circ}13'18''W$ 514.51'

GUGGENHEIM &
DAUGHTERS LLC
PARCEL #14-6329

C1

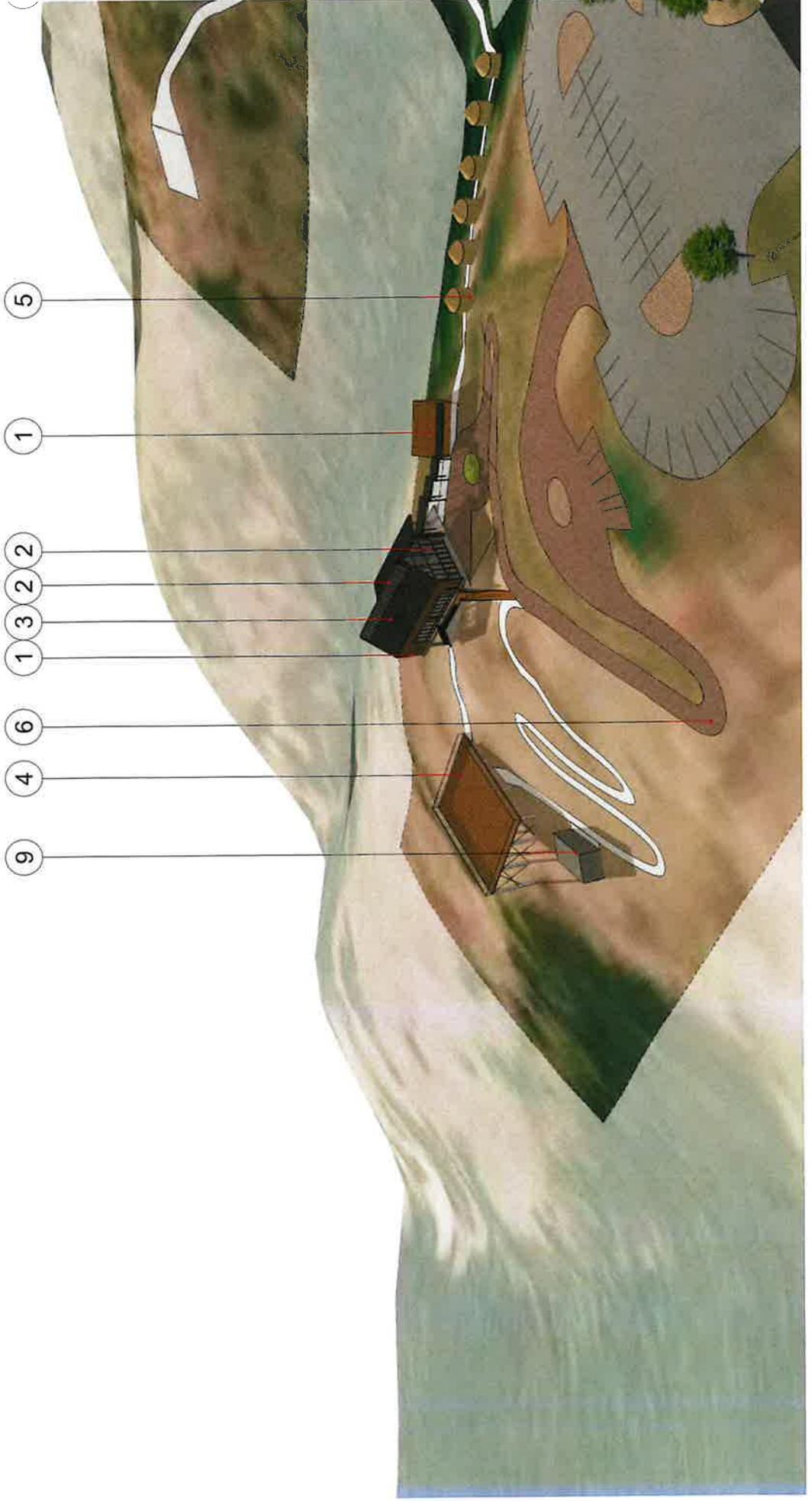
3 HIGHWAY 32

Exhibit B

Conceptual Site Plan and Building Elevations

LENGTH

CONSERVATION
EASEMENT
32.891 ACRES





PRIMARY MATERIALS





PRIMARY MATERIALS





Surveyor's Certificate
 I, Robbin J. Mullen, certify that I am a Professional Land Surveyor and that I hold license no. 368356, in accordance with the professional engineers and land surveyors licensing act found in title 59, chapter 22 of the Utah code. I further certify that by the authority of the owners, I have made a plat of the property described on this plat in accordance with the Utah code section 17-23-17. I have verified all measurements, and have placed monuments as represented on the plat. I further certify that the plat is true and correct to the best of my knowledge.

Boundary Description
 A PARCEL OF LAND LOCATED IN THE WEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE 1/4 SECTION LINE THAT IS 50'16"14"W, 4336.14 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE S 0°16'14"W, ALONG THE 1/4 SECTION LINE 2520.59 FEET TO THE NORTH LINE OF THE HEBER CITY ANNEXATION PLAT (WEST JORDANVILLE LLC AND JORDANVILLE RIDGE INC) FILED AS ENTRY #481608; THENCE S89°36'36"E, ALONG SAID ANNEXATION 893.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 32; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 8 COURSES: 1) N 3°26'21"E, 207.13 FEET; 2) THENCE N 45°23'17"E, 226.28 FEET; 3) THENCE N 6°48'47"W, 139.42 FEET; 4) THENCE N 8°16'41"W, 413.26 FEET; 5) THENCE N 31°58'57"W, 265.32 FEET ALONG A POINT ON A CHORD BEARING N 51°02'26"E, 1184.68 FEET; 6) THENCE ALONG SAID CURVE 1222.46 FEET, HAVING A CHORD BEARING N 5°10'26"E, 1184.68 FEET;
 (TO A POINT THAT IS S 59°54'25"W, 2039.45 FEET FROM THE JORDANVILLE HARN STATION); THENCE ALONG PARCEL #164819 THE FOLLOWING 3 COURSES: 1) S 89°36'36"E, 461.95 FEET; 2) THENCE S 0°23'18"W, 100.00 FEET; 3) THENCE S 89°13'18"W, 514.51 FEET TO THE POINT OF BEGINNING.
 CONTAINING 40.85 ACRES OF LAND.

THE BASIS OF BEARING FOR THIS SURVEY IS S 0°16'14"W, 5414.86 FEET BETWEEN THE NORTH 1/4 CORNER AND THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, BASED ON STATE PLANE COORDINATES, NAD83



December 18, 2024
 Date
 Surveyor

Acceptance by Legislative Body
 THIS IS TO CERTIFY THAT WE THE UNDERSIGNED HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE TO ACCEPT THE ANNEXATION OF SAID TRACT OF LAND TO THE CITY OF HEBER CITY, UTAH. A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREON. WE HEREBY CERTIFY THAT WE DO NOT ACCEPT SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT SHOWN AS A PART OF SAID HEBER CITY, AND THAT SAID TRACT OF LAND IS TO BE KNOWN AS THE HEBER MOON ANNEXATION.

DATED THIS 8th DAY OF Sept., 2025
 Mayor
 City Attorney
 City Engineer
 City Recorder

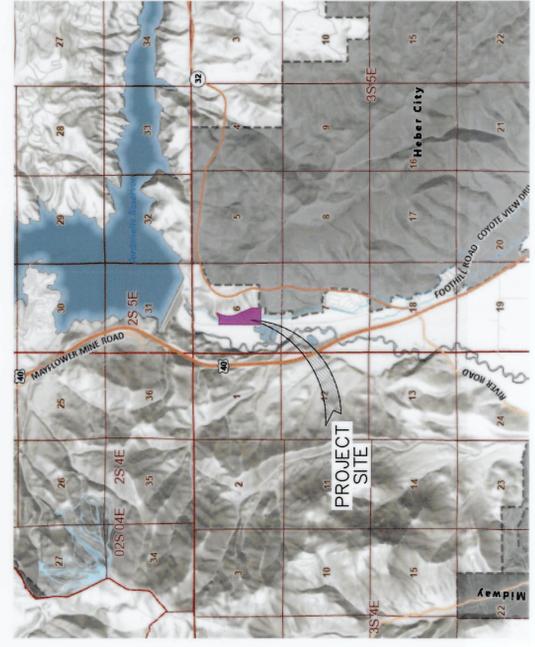


FINAL LOCAL ENTITY PLAT
 Plat created December 18, 2024

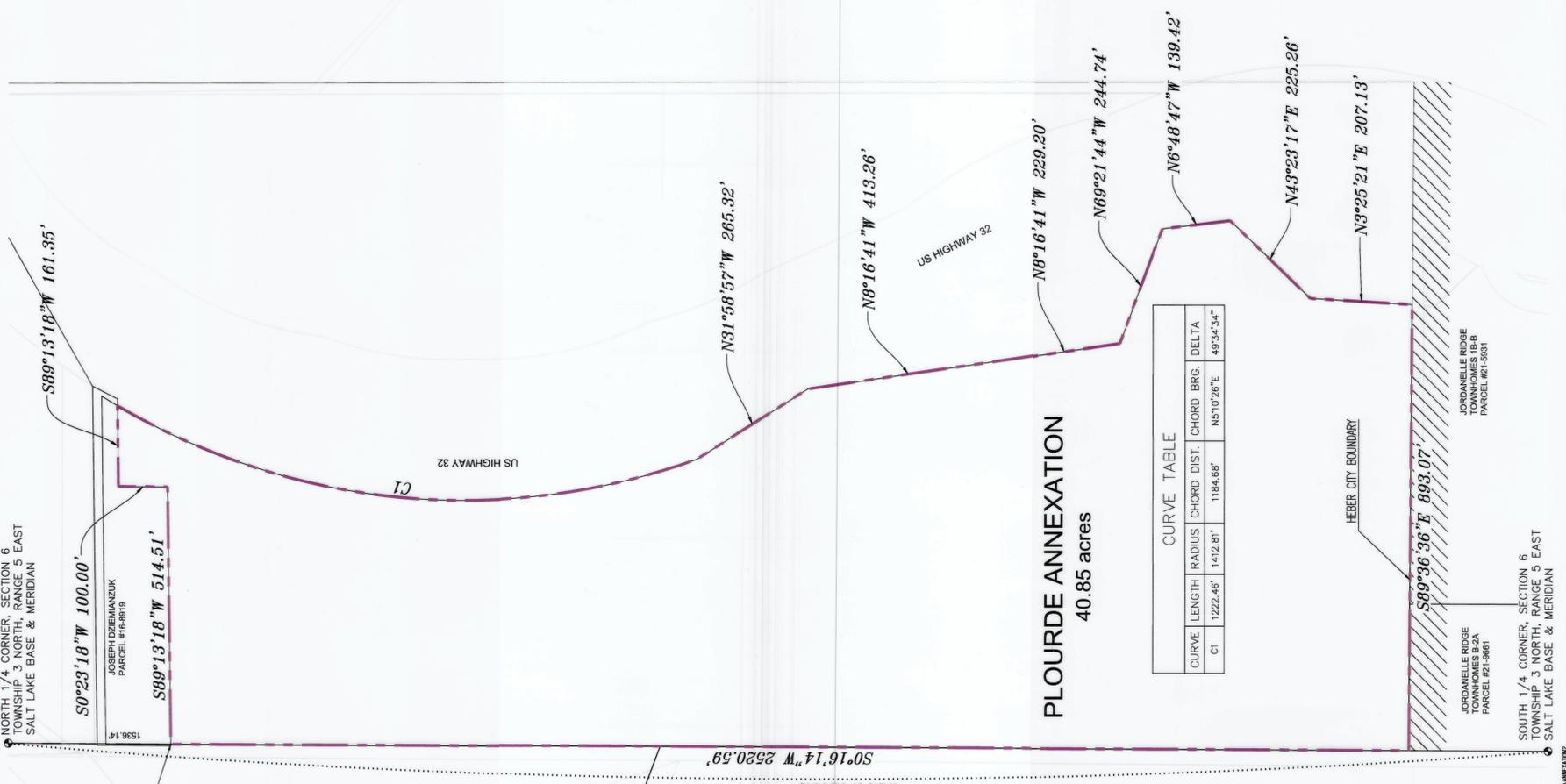
PLOURDE ANNEXATION
 LOCATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN

HEBER, WASATCH County, Utah
 Scale: 1" = 150 Feet
 WASATCH County Recorder

State of Utah, County of Wasatch, recorded and filed at the request of
 Date _____ Time _____ Book _____ Page _____
 \$ _____ Fee
 Wasatch County Recorder



Vicinity Map



JORDANVILLE SPECIAL SERVICE DISTRICT
 PARCEL #12-1405

JORDANVILLE RIDGE TOWNHOMES B-2A
 PARCEL #21-9881

JORDANVILLE RIDGE TOWNHOMES 1B-B
 PARCEL #21-9881

SOUTH 1/4 CORNER, SECTION 6, TOWNSHIP 3 NORTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN

NORTH 1/4 CORNER, SECTION 6
TOWNSHIP 3 SOUTH, RANGE 5 EAST
SALT LAKE BASE & MERIDIAN

N 89° 12' 38" E, 2625.25'

NORTHEAST CORNER, SECTION 6
TOWNSHIP 3 SOUTH, RANGE 5 EAST
SALT LAKE BASE & MERIDIAN

P.O.B.

50°23'18"W 100.00'
S89°13'18"W 514.51'

S89°13'18"W 161.35'

GIUGLIEMMI &
DAUGHTERS LLC
PARCEL #14-6329

50°16'14"W 2520.59'

JORDANVILLE SPECIAL
SERVICE DISTRICT
PARCEL #12-1418

PLOURDE ANNEXATION

40.85 acres

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
CI	1222.46'	1412.81'	1194.68'	N51°02'26"E	49°34'34"

S89°36'36"E 893.07'

HEBER CITY BOUNDARY

JORDANVILLE RIDGE
TOWNHOUSES B-2A
PARCEL #21-9881

JORDANVILLE RIDGE
TOWNHOUSES 1B-1B
PARCEL #21-9881

N3°25'21"E 207.13'

N43°23'17"E 225.26'

N6°48'47"W 139.42'

N69°21'44"W 244.74'

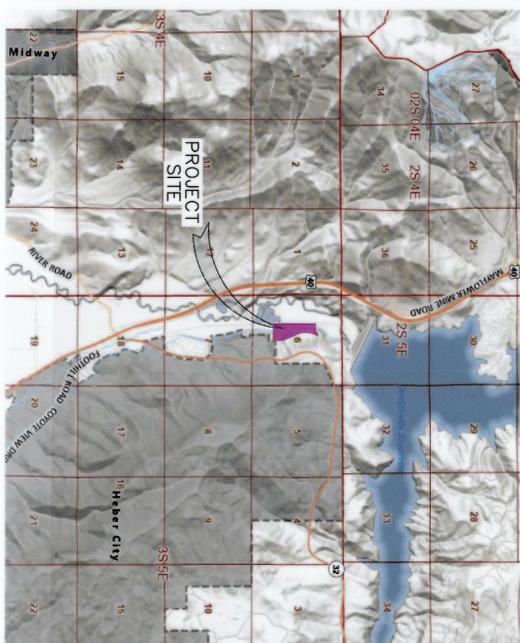
N8°16'41"W 229.20'

N8°16'41"W 413.26'

N31°58'57"W 265.32'

US HIGHWAY 32

CI

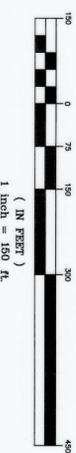


Vicinity Map



1" = 150'

GRAPHIC SCALE



REGION ENGINEERING & SURVEYING
1776 NORTH STATE ST., #110
OREM, UTAH 84057
TEL: 801-580-5524

WASATCH COUNTY SURVEYOR

Approved this 15th day of October, 2025
as a Final Local Entity Plat by the Wasatch County Surveyor.
Shirley Mullen
Wasatch County Surveyor

Surveyor's Certificate

I, Robbin J. Mullen, certify that I am a Professional Land Surveyor and that I hold license no. 368356. In accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 36, Chapter 2, Utah Code, I have personally supervised and completed a survey of the tract of land shown on this plat and described herein. I have completed a survey of the property described on this plat in accordance with the Utah code section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that the plat is true and correct to the best of my knowledge.

Boundary Description

PARCEL OF LAND LOCATED IN THE WEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE 1/4 SECTION LINE THAT IS S 0° 16' 14" W, 1538.14 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE S 0° 16' 14" W, ALONG THE 1/4 SECTION LINE 2520.59 FEET TO THE NORTH LINE OF THE HEBER CITY ANNEXATION PLAT (WEST JORDANVILLE LLC AND JORDANVILLE RIDGE (NO FIELD AS ENTRY #481808; THENCE S89°36'36"E, ALONG SAID ANNEXATION 893.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 32; THENCE ALONG SAID RIGHT-OF-WAY LINE TO THE FOLLOWING COURSES: 1) N 3° 25' 21" E, 207.13 FEET; 2) THENCE N 43° 23' 17" E, 225.26 FEET; 3) THENCE N 6° 48' 47" W, 139.42 FEET; 4) THENCE N 69° 21' 44" W, 244.74 FEET; 5) THENCE N 8° 16' 41" W, 229.20 FEET; 6) THENCE N 8° 16' 41" W, 413.26 FEET; 7) THENCE N 31° 58' 57" W, 265.32 FEET A POINT ON A NON-TANGENT, 1412.84-FOOT RADIUS CURVE TO THE RIGHT; 8) THENCE ALONG SAID CURVE 1222.46 FEET, HAVING A CHORD BEARING N 5° 02' 26" E, 1194.68 FEET;
TO A POINT THAT IS S 59° 58' 45" W, 2093.45 FEET FROM THE JORDANVILLE HARN, STATION; THENCE ALONG PARCEL #16-8919 THE FOLLOWING COURSES: 1) S 89° 13' 18" W, 161.35 FEET; 2) THENCE S 0° 23' 18" W, 100.00 FEET; 3) THENCE S 89° 13' 18" W, 514.51 FEET TO THE POINT OF BEGINNING.
CONTAINING 40.85 ACRES OF LAND.

THE BASIS OF BEARING FOR THIS SURVEY IS N 89° 12' 38" E, 2625.25 FEET BETWEEN THE NORTH 1/4 CORNER AND THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, BASED ON STATE PLANE COORDINATES, NAD83



Date: September 25, 2025
Surveyor: *[Signature]*

Acceptance by Legislative Body

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX SAID TRACT OF LAND TO THE CITY OF HEBER CITY, UTAH. THE ANNEXATION PLAT AND ORDINANCE ANNEXING SAID TRACT OF LAND HEREBY FILED WITH THE CLERK OF THE COUNTY OF WASATCH COUNTY, UTAH, IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT SHOWN AS A PART OF SAID HEBER CITY, AND THAT SAID TRACT OF LAND IS TO BE KNOWN AS THE HEBER MOON ANNEXATION.

DATED THIS 15 DAY OF Oct, 2025
Shirley Mullen
MAYOR

CITY ATTORNEY: *[Signature]* DATE: 10/15/2025
CITY ENGINEER: *[Signature]* DATE: 10/15/2025
Arist: *[Signature]* DATE: 10/15/2025
City recorder: *[Signature]* DATE: 10/15/2025



FINAL LOCAL ENTITY PLAT

Plat created September 25, 2025

PLOURDE ANNEXATION

LOCATED IN THE EAST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN

HEBER, WASATCH COUNTY, UTAH

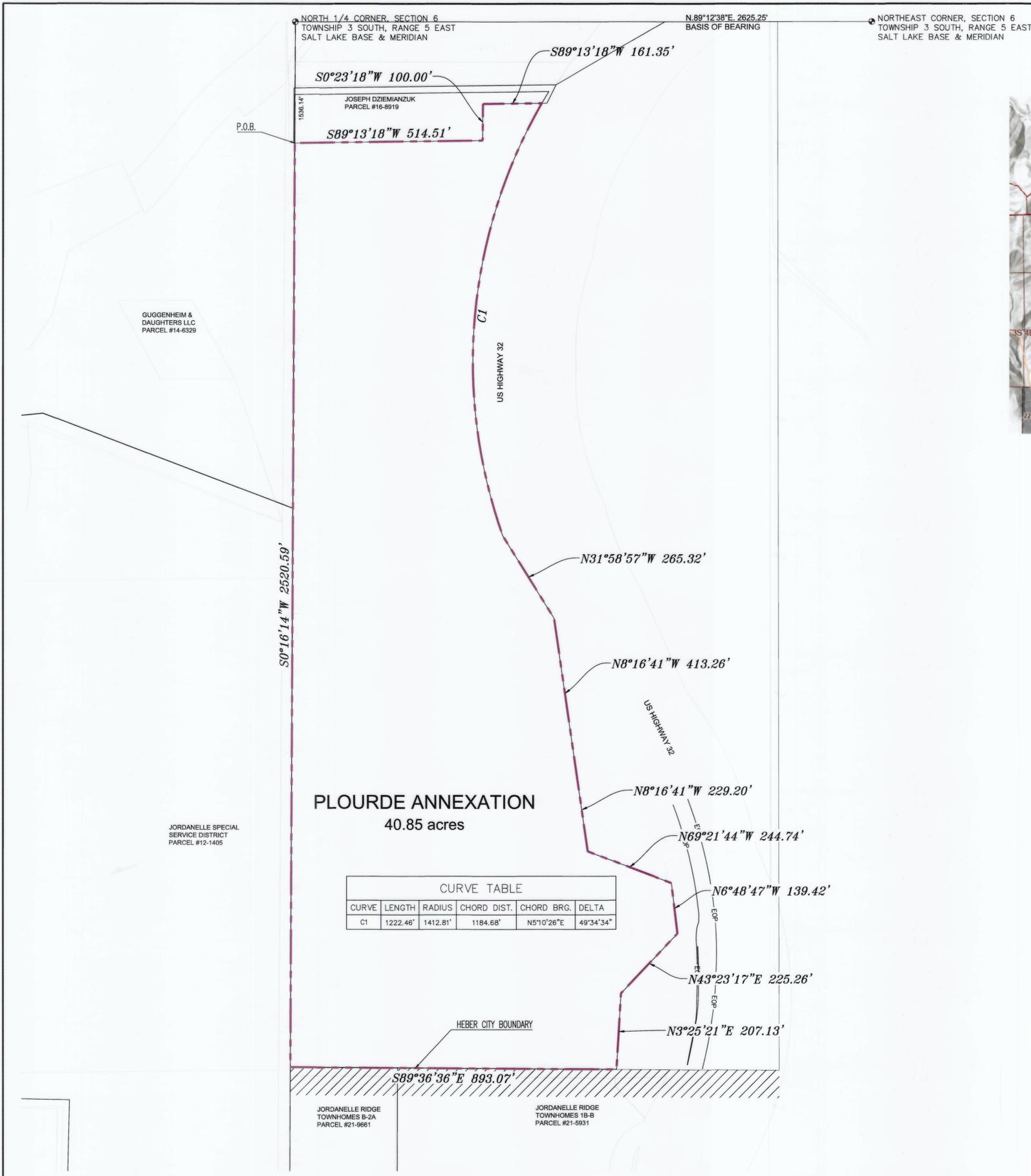
Scale: 1" = 150 Feet

WASATCH COUNTY RECORDER

State of Utah, County of Wasatch, recorded and filed at the request of

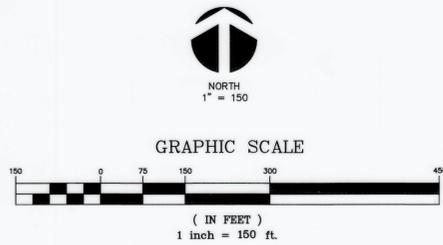
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Fee: _____ Wasatch County Recorder



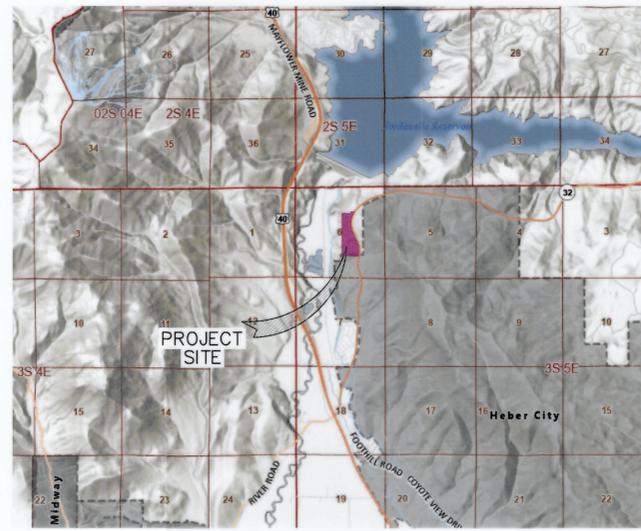
PLOURDE ANNEXATION
40.85 acres

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	1222.46'	1412.81'	1184.68'	N5°10'26\"E	49°34'34\"



REGION ENGINEERING & SURVEYING
1776 NORTH STATE ST. #110
OREM, UTAH 84057
PH - 801.367-5274

WASTACH County Surveyor
Approved this 27th day of October, 2025
as a Final Local Entity Plat by the Wasatch County Surveyor.
James C. Keenan
Wasatch County Surveyor



Vicinity Map

Surveyor's Certificate

I, Robbin J. Mullen, certify that I am a Professional Land Surveyor and that I hold license no. 368356, in accordance with the professional engineers and land surveyors licensing act found in title 58, chapter 22 of the Utah code. I further certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have completed a survey of the property described on this plat in accordance with the Utah code section 17-23-20, have verified all measurements as represented on the plat. I further certify that the plat is true and correct to the best of my knowledge.

Boundary Description

A PARCEL OF LAND LOCATED IN THE WEST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE 1/4 SECTION LINE THAT IS S.0°16'14\"W. 1536.14 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 6; THENCE S.0°16'14\"W. ALONG THE 1/4 SECTION LINE 2520.59 FEET TO THE NORTH LINE OF THE HEBER CITY ANNEXATION PLAT (WEST JORDANELLE LLC AND JORDANELLE RIDGE INC) FILED AS ENTRY #481608; THENCE S89°36'36\"E. ALONG SAID ANNEXATION 893.07 FEET TO THE WEST RIGHT-OF-WAY LINE OF HIGHWAY 32; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 8 COURSES: 1) N.3°25'21\"E. 207.13 FEET; 2) THENCE N.43°23'17\"E. 225.26 FEET; 3) THENCE N.6°48'47\"W. 139.42 FEET; 4) THENCE N.69°21'44\"W. 244.74 FEET; 5) THENCE N.8°16'41\"W. 229.20 FEET; 6) THENCE N.8°16'41\"W. 413.26 FEET; 7) THENCE N.31°58'57\"W. 265.32 FEET ON A NON-TANGENT, 1412.81-FOOT RADIUS CURVE TO THE RIGHT; 8) THENCE ALONG SAID CURVE 1222.46 FEET, HAVING A CHORD BEARING N.5°10'26\"E. 1184.68 FEET;
(TO A POINT THAT IS S.59°59'45\"W. 2093.45 FEET FROM THE JORDANELLE HARN STATION); THENCE ALONG PARCEL #16-8919 THE FOLLOWING 3 COURSES: 1) S.89°13'18\"W. 161.35 FEET; 2) THENCE S.0°23'18\"W. 100.00 FEET; 3) THENCE S.89°13'18\"W. 514.51 FEET TO THE POINT OF BEGINNING.
CONTAINING 40.85 ACRES OF LAND.

THE BASIS OF BEARING FOR THIS SURVEY IS N.89°12'38\"E. 2625.25 FEET BETWEEN THE NORTH 1/4 CORNER AND THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, BASED ON STATE PLANE COORDINATES, NAD83



October 27, 2025
Date

Robbin J. Mullen
Surveyor

Acceptance by Legislative Body

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT OF LAND INTO HEBER CITY, UTAH; AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT SHOWN AS A PART OF SAID HEBER CITY, AND THAT SAID TRACT OF LAND IS TO BE KNOWN AS THE HEBER MOON ANNEXATION.

DATED THIS 5th DAY OF November, 2025

Heidi Franco 11/5/25
MAYOR DATE

N/A
CITY ATTORNEY DATE

Russell Pule 11/5/2025
CITY ENGINEER DATE

Attest: *Sina W. Cooke* 11/5/25
City recorder DATE



FINAL LOCAL ENTITY PLAT

Plat created September 25, 2025

PLOURDE ANNEXATION

LOCATED IN THE EAST 1/2 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN

HEBER, WASATCH County, Utah
Scale: 1" = 150 Feet

WASTACH County Surveyor
Approved this 27th day of October, 2025
as a Final Local Entity Plat by the Wasatch County Surveyor.
James C. Keenan
Wasatch County Surveyor

WASATCH County Recorder
State of Utah, County of Wasatch, recorded and filed at the request of
Date _____ Time _____ Book _____ Page _____
Fee _____
Wasatch County Recorder