STATE OF UTAH

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF INCORPORATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of incorporation for the NORTH VILLAGE CROSSINGS INFRASTRUCTURE FINANCING DISTRICT located in WASATCH COUNTY, dated OCTOBER 2, 2026 complying with §17B-1-215, 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 incorporation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the NORTH VILLAGE CROSSINGS INFRASTRUCTURE FINANCING DISTRICT 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 13th day of OCTOBER, 2026 at Salt Lake City, Utah.

DEIDRE M. HENDERSON
Lieutenant Governor

Certificate #203314

EXHIBIT F
NOTICE OF IMPENDING BOUNDARY ACTION

(North Village Crossings Infrastructure Financing District)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN THAT a petition proposing the creation of the North Village Crossings Infrastructure Financing District has been certified by the County Clerk of Wasatch County, Utah. A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Wasatch County, Utah, is attached hereto and incorporated by this reference. The Petitioner hereby certifies that all requirements applicable to the creation of the District, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Petitioner hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 24 day of September, 2024.

By: Jerry D. Grange

VERIFICATION

STATE OF Utah)
:ss.
COUNTY OF Wasatch)

SUBSCRIBED AND SWORN to before me on this 24 day of September, 2024.

Wendy McKnight
NOTARY PUBLIC

WENDY McKNIGHT
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 750334
MY COMM. EXP. ON 08-16-2030

PETITION REQUESTING THE CREATION OF
NORTH VILLAGE CROSSINGS INFRASTRUCTURE FINANCING DISTRICT
LOCATED IN WASATCH COUNTY, UTAH

August 18, 2026

Joey D. Granger
Wasatch County Clerk – Auditor
25 North Main Street
Heber, Utah 84032
(435) 657-3190
clerkauditor@wasatch.utah.gv

The undersigned (the "Petitioner") believes that the "Responsible Clerk" and the "Responsible Body" (as defined in UCA §17B-1-201(12) and UCA §17B-1-201(13) are the Wasatch County Clerk and Wasatch County and hereby requests that the Clerk of Wasatch County, Utah (the "County Clerk") certifies this Petition for the North Village Crossings Infrastructure Financing District (the "District") pursuant to the Special District Act, Title 17B, Chapters 1 and Title 17D, Chapter 5 (Infrastructure Financing District Act),Utah Code Annotated 1953 (the "Act"). The Petitioner requests the formation of the District to assist in the financing of public infrastructure to service and benefit the area within the proposed District (collectively the "Development").

I. Petitioner:

Petitioner/Owner:

North Village Development, LLC
c/o Richard T. Wolper - Manager
7026 S 900 East
Midvale, Utah 84047
Phone: 801-649-4000
Parcel Nos: 00-0020-4584; 00-0007-7458; 00-0007-7664; 00-0007-7623; 00-0007-7730

Contact Sponsor:

Richard Wolper
7026 S 900 East
Midvale, Utah 84047
Phone: 801-649-4000
rich@m25homes.com

II. Property Owner(s) and Registered Voters

The Petitioner represents 100% of the surface property owners within the proposed District's boundaries. The Petitioner further represents that all of the property within the proposed District's boundaries is within Wasatch County, Utah. The Petitioner represents that there are currently no registered voters within the boundaries of the District.

III. Name of District

North Village Crossings Infrastructure Financing District.

IV. Proposed District Boundary

The Petitioner requests that the initial District's boundaries include the real property described in **Exhibit A** (the "Original District Boundaries"). The Original District Boundaries are further described and depicted in the Final Local Entity Plat, as shown in **Exhibit B** (the "Final Local Entity Plat").

V. Requested Service

The Petitioner requests the District be created in accordance with Title 17D, Chapter 5 (Infrastructure Financing District Act), for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act, to service and benefit the District area.

VI. Governing Document

In accordance with the requirements of the Act, attached hereto as **Exhibit C** and incorporated by reference is a draft of the Governing Document, as the same may be amended and restated hereafter, for the District (the "Governing Document").

VII. Engineer's Certificate

In accordance with the requirements of the Act, attached hereto as **Exhibit D** and incorporated by reference is the certificate of an engineer, licensed under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, certifying that the costs of public infrastructure and improvements to be constructed within the boundary of the District exceeds $1,000,000.

VIII. Board of Trustees

a) The Petitioner hereby waives the residency requirement of Section 17B-1-302 of the Act.

b) The Petitioner proposes that the Board of Trustees for the District be initially composed of three (3) members at large, who are agents or officers of the property owner, and are hereby appointed for the indicated initial terms as follows:

Trustee 1: Richard T. Wolper, for an initial term of six years
7026 S. 900 East,
Midvale Utah, 84047

Trustee 2: Nicholas Polychronis, for an initial term of four years
7026 S. 900 East
Midvale Utah, 84047

Trustee 3: Russell Skousen, for an initial term of six years
7026 S. 900 East,
Midvale Utah, 84047

c) Respective board seats shall transition from appointed to elected seats upon the following milestone:

i) Trustee 1 Trustee 1 shall remain a property owner seat and shall not convert to an elected seat.

ii) Trustee 2 shall remain a property owner seat and shall not convert to an elected seat.

iii) Trustee 3 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 75% of units within the District.

d) No division will be established within the boundary of the District.

IX. Petitioner's Consent and Acknowledgements

The Petitioner hereby consents to:

i) The creation of the District within the Original District Boundaries;

ii) A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17B-1-302 of the Act;

iii) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act;

iv) The recording of a notice as required under Section 17B-1-215(2)(a), which will apply to all real property within the Original District Boundaries;

v) The Petitioner hereby acknowledges and certifies that the foregoing Trustees are either owners of property within the District or agents or officers of owners of property within the District;

vi) The Petitioner acknowledges that the signature(s) below are grouped to comply with Section 17B-1-208(1)(a)(ii) of the Act.

X. Electronic Means; Counterparts

This Petition may be circulated by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same document.

XI. Government Entities Involved

a. Municipality. Heber City, Utah
b. County. Wasatch County, Utah

XII. [Reserved]

XIII. Instructions for Clerk

a) In accordance with the requirements of Section 17B-1-209 of the Act, the County Clerk has 45 days to determine whether this Petition complies with the requirements of Sections 17B-1-203(d), 17B-1-205(1), and 17B-1-208(1). If the County Clerk determines that the Petition complies with the applicable requirements, the County Clerk shall mail or deliver written notification of the certification and a copy of the certified Petition to the Contact Sponsor. An email to the Contact Sponsor at the email address provided above is an acceptable written notification.

b) If the County Clerk certifies this Petition, the County Clerk shall, within the 45 days specified above, file with the Lieutenant Governor's Office, in addition to a copy of the certified Petition (including the exhibits hereto):

i) a copy of the Notice of Impending Boundary Action, attached hereto as **Exhibit E**; and

ii) copy of the Final Local Entity Plat.

c) Documents may be filed with the Lieutenant Governor's Office at https://cs.utah.gov/s/annexations-request. The Contact Sponsor's contact information should be used as the certificate of mailing address information.

d) If the County Clerk determines that this Petition fails to comply with any of the applicable requirements, the County Clerk shall reject this Petition and notify the Contact Sponsor in writing of the rejection and the reasons for the rejection. An email to the Contact Sponsor at the email address provided above is an acceptable written notification.

e) In the event the County Clerk fails to certify or reject this Petition within 45 days, this Petition will be deemed certified and the Petitioner may notify the Lieutenant Governor's

Office and submit the required documents for creation of the District.

[Signature Page Follows]

IN WITNESS WHEREOF, the Petitioner has executed this Petition as of the date indicated above.

Petitioner:

North Village Development, LLC, as property owner

By: Richard T. Wolper
Its: Manager

STATE OF UTAH)
ss:
COUNTY OF SALT LAKE)

The foregoing Petition was acknowledged before me this 18th day of August 2026 by Richard T. Wolper, the manager of North Village Development, LLC, having been duly authorized by said company, and said company executing the same for the uses and purposes stated therein.

RUSSELL C SKOUSEN
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 743466
COMM. EXP. 06-10-2029

NOTARY PUBLIC
Residing at: UTAH COUNTY

My Commission Expires: 06-10-2029

EXHIBIT A

(LEGAL DESCRIPTION)

Original District Boundaries

LEGAL DESCRIPTION: Real property in the County of Wasatch, State of Utah, described as follows:

BEGINNING AT A POINT WHICH IS NORTH 00°31'27" WEST, ALONG THE SECTION LINE 151.35 FEET AND NORTH 89°28'33" EAST, 585.09 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN:AND RUNNING THENCE NORTH 20°10'27" WEST, 777.86 FEET; THENCE EAST, 3.00 FEET; THENCE NORTH 19°59'47" WEST, 26.49 FEET TO THE SOUTHWEST CORNER OF THE PROBST SMALL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASATCH RECORDER'S AS ENTRY NO. 356781; THENCE ALONG SAID PROBST SUBDIVISION THE FOLLOWING SIX (6) COURSES: 1) NORTH 89°56'32" EAST, 215.63 FEET; 2) NORTH 00°44'07" WEST, 273.07 FEET; 3) NORTH 05°40'26" WEST, 127.97 FEET; 4) NORTH 11°45'35" WEST, 80.84 FEET; 5) NORTH 34°42'53" WEST, 80.26 FEET; 6) NORTH 24°18'30" WEST, 187.91 FEET; THENCE NORTH 24°18'30" WEST, 359.69 FEET; NORTH 89°51'56" EAST, 32.93 FEET; THENCE NORTH 23°58'34" WEST, 235.82 FEET; THENCE NORTH 41°37'08" WEST, 232.42 FEET; THENCE NORTH 23°00'00" WEST, 66.72 FEET TO A POINT ON THE QUARTER SECTION OF SAID SECTION 18; THENCE NORTH 00°31'27" WEST, ALONG SAID QUARTER SECTION LINE OF SAID SECTION 18, 406.17 FEET; THENCE NORTH 01°34'17" EAST, 658.71 FEET; THENCE NORTH 15°23'38" EAST, 542.87 FEET; THENCE SOUTH 89°42'19" EAST, 380.82 FEET; THENCE SOUTH 11°10'07" EAST, 194.68 FEET; THENCE SOUTH 46°40'07" EAST, 166.19 FEET; THENCE SOUTH 18°49'05" WEST, 762.04 FEET; THENCE SOUTH 10°40'07" EAST, 177.88 FEET; THENCE SOUTH 42°10'05" EAST, 160.49 FEET; THENCE SOUTH 40°54'29" EAST, 334.76 FEET; SOUTH 12°20'30" WEST, 206.91 FEET; THENCE SOUTH 10°24'30" EAST, 343.54 FEET; THENCE SOUTH 26°24'30" EAST, 447.97 FEET; THENCE SOUTH 40°54'30" EAST, 500.67 FEET; THENCE SOUTH 89°54'30" EAST, 66.86 FEET; SOUTH 04°01'58" WEST, 308.95 FEET; THENCE EAST, 0.53 FEET; THENCE SOUTH 03°54'57" WEST, 18.50 FEET; THENCE SOUTH 02°11'55" EAST, ALONG THAT CERTAIN BOUNDARY AGREEMENT RECORDED AS ENTRY NO. 179490 IN BOOK 298 AT PAGE 676 OF OFFICIAL RECORDS, 284.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MOULTON LANE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MOULTON LANE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 62°46'08" WEST, 290.91 FEET; 2) THENCE SOUTH 63°43'50" WEST, 414.55 FEET; (3) THENCE SOUTH 80°26'02" WEST, 15.11 FEET; 4) SOUTH 84°58'47" WEST, 161.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 56.37 ACRES MORE OR LESS

ASSESSOR'S TAX PARCEL NOS.: 00-0007-7730, 00-0007-7623, 00-0007-7664, 00-0007-7458, 00-0020-4584

EXHIBIT B

(FINAL LOCAL ENTITY PLAT)

FINAL LOCAL ENTITY PLAT

A SUBDIVISION PROJECT LOCATED IN THE EAST ½ OF SECTION 18,
TOWNSHIP 3 SOUTH, RANGE 5 EAST
SALT LAKE BASE AND MERIDIAN.

LOCATED IN WASATCH COUNTY
August 13, 2026

SURVEYOR'S CERTIFICATE

I, Michael S. Withers, do hereby certify that I am a Professional Land Surveyor in the state of Utah holding certificate number 7377758 as prescribed by Title 58, Chapter 22 of of the Professional Engineers and Land Surveyors Licensing Act.I further certify that a final local entity plat, in accordance with Section 17-23-20 of the Utah State Code, was made by me and shown hereon is a true and correct representation of said final local entity plat.

Date: 08-19-2026
Michael S. Withers
Licence No. 7377758



NORTH VILLAGE CROSSINGS INFRASTRUCTURE FINANCING DISTRICT
LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 00°31'27" WEST, ALONG THE SECTION LINE 151.35 FEET AND NORTH 89°28'33" EAST, 585.09 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN: AND RUNNING THENCE NORTH 20°10'27" WEST, 777.86 FEET; THENCE EAST, 3.00 FEET; THENCE NORTH 19°59'47" WEST, 26.49 FEET TO THE SOUTHWEST CORNER OF THE PROBST SMALL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASATCH RECORDER'S AS ENTRY NO. 356781; THENCE ALONG SAID PROBST SUBDIVISION THE FOLLOWING SIX (6) COURSES: 1) NORTH 89°56'32" EAST, 215.63 FEET; 2) NORTH 00°44'07" WEST, 273.07 FEET; 3) NORTH 05°40'26" WEST, 127.97 FEET; 4) NORTH 11°45'35" WEST, 80.84 FEET; 5) NORTH 34°42'53" WEST, 80.26 FEET; 6) NORTH 24°18'30" WEST, 187.91 FEET; THENCE NORTH 24°18'30" WEST, 359.69 FEET; NORTH 89°51'56" EAST, 32.93 FEET; THENCE NORTH 23°58'34" WEST, 235.82 FEET; THENCE NORTH 41°37'08" WEST, 232.42 FEET; THENCE NORTH 23°00'00" WEST, 66.72 FEET TO A POINT ON THE QUARTER SECTION OF SAID SECTION 18; THENCE NORTH 00°31'27" WEST, ALONG SAID QUARTER SECTION LINE OF SAID SECTION 18, 406.17 FEET; THENCE NORTH 01°34'17" EAST, 658.71 FEET; THENCE NORTH 15°23'38" EAST, 542.87 FEET; THENCE SOUTH 89°42'19" EAST, 380.82 FEET; THENCE SOUTH 11°10'07" EAST, 194.68 FEET; THENCE SOUTH 46°40'07" EAST, 166.19 FEET; THENCE SOUTH 18°49'05" WEST, 762.04 FEET; THENCE SOUTH 10°40'07" EAST, 177.88 FEET; THENCE SOUTH 42°10'05" EAST, 160.49 FEET; THENCE SOUTH 40°54'29" EAST, 334.76 FEET; SOUTH 12°20'30" WEST, 206.91 FEET; THENCE SOUTH 10°24'30" EAST, 343.54 FEET; THENCE SOUTH 26°24'30" EAST, 447.97 FEET; THENCE SOUTH 40°54'30" EAST, 500.67 FEET; THENCE SOUTH 89°54'30" EAST, 66.86 FEET; SOUTH 04°01'58" WEST, 308.95 FEET; THENCE EAST, 0.53 FEET; THENCE SOUTH 03°54'57" WEST, 18.50 FEET; THENCE SOUTH 02°11'55" EAST, ALONG THAT CERTAIN BOUNDARY AGREEMENT RECORDED AS ENTRY NO. 179490 IN BOOK 298 AT PAGE 676 OF OFFICIAL RECORDS, 284.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MOULTON LANE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MOULTON LANE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 62°46'08" WEST, 290.91 FEET; 2) THENCE SOUTH 63°43'50" WEST, 414.55 FEET; (3) THENCE SOUTH 80°26'02" WEST, 15.11 FEET; 4) SOUTH 84°58'47" WEST, 161.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 56.37 ACRES MORE OR LESS

ENGINEER OF RECORD

GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

SURVEYOR OF RECORD

CMT TECHNICAL SERVICES
2796 SOUTH REDWOOD ROAD, WEST VALLEY, UT 84119
PHONE: (801) 908-5859

MATERIALS TESTING • INSPECTION SERVICES • LAB TESTING • GEOTECHNICAL
ENVIRONMENTAL • CIVIL ENGINEERING • TRANSPORTATION ENGINEERING
SURVEYING • CONSTRUCTION MANAGEMENT • SPECIALTY LAB

LEGEND
PROJECT BOUNDARY LINE
SECTION LINE

Date: 8-17-2026
File: NORTH VILLAGE CROSSINGS IFD EXHIBIT

200 0 200 400
SCALE IN FEET
1"=200' (24"x36" SIZE ONLY)

WASATCH COUNTY COUNCIL

REVIEWED AND APPROVED
THIS_____DAY_____ 20_____ BY
THE WASATCH COUNTY COUNCIL

WASATCH COUNTY COUNCIL

COUNTY CLERK (ATTEST)

INFRASTRUCTURE FINANCING DISTRICT BOARD MEMBER

APPROVED AND ACCEPTED ON THIS _____ DAY OF _____,20___

NORTH VILLAGE CROSSINGS IFD BOARD MEMBER

COUNTY SURVEYOR

I, THE WASATCH COUNTY SURVEYOR, HAS DETERMINED THAT THIS PLAT MEETS THE REQUIREMENTS OF UTAH CODE 17-23-20, AND I APPROVE THIS PLAT AS A FINAL LOCAL ENTITY PLAT.

SIGNED_____DAY OF _____, 20___

COUNTY SURVEYOR DATE

SHEET NO
1
1

WASATCH COUNTY RECORDER

NO._____ BOOK_____PAGE_____DATE_____
STATE OF UTAH, COUNTY OF WASATCH, TIME_____, FEE _____
RECORDED AND FILED AT THE REQUEST OF_____

COUNTY RECORDER

EXHIBIT C

(GOVERNING DOCUMENT)

GOVERNING DOCUMENT
FOR

NORTH VILLAGE CROSSINGS INFRASTRUCTURE FINANCING DISTRICT

LOCATED IN WASATCH COUNTY, UTAH

Prepared

by

York Howell, LLC
South Jordan, Utah

August 18, 2026

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LIST OF EXHIBITS

EXHIBIT 1 Legal Description of Original District Boundaries and Plat

EXHIBIT 2 Copy of Development Agreement

I. INTRODUCTION

The District is a body corporate and politic with perpetual succession, a quasi-municipal corporation, a political subdivision of the State, and separate and distinct from and independent of any other political subdivision of the State. It is intended that the District will provide a part or all of the Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance or reimburse the construction of these Improvements pursuant to the Special District Act and the Assessment Act and to finance or reimburse the construction of C-PACE Improvements.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

"Assessment Act" means Title 11, Chapter 42, Utah Code as may be amended from time to time.

"Board" means the board of trustees of the District.

"C-PACE Act" means Title 11, Chapter 42a, Utah Code as may be amended from time to time.

"District" means North Village Crossings Infrastructure Financing District.

"Governing Document" means this Governing Document for the District.

"Improvements" means all or a portion of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally permitted in the Special District Act or the Assessment Act, as determined by the Board.

"Original District Boundaries" means the boundaries of the District, as described in **Exhibit 1** hereto.

"Petitioner" means North Village Development, LLC as the petitioner requesting the creation of the District.

"Special District Act" means Title 17B, Chapter 1 of the Utah Code, including Title 17D, Chapter 5, (Infrastructure Financing District Act), as amended from time to time.

"State" means the State of Utah.

"Trustee" means a member of the Board.

"Utah Code" means the Utah Code Annotated 1953, as amended.

III. ORIGINAL DISTRICT BOUNDARIES

A. Original District Boundaries. The area of the Original District Boundaries includes approximately 56.37 acres, as further described in **Exhibit 1**.

B. Corrections to Legal Descriptions. Prior to recordation of a final local entity plat of the District, the Petitioner or its designees may make any corrections, deletions, or additions to the legal descriptions attached hereto which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments.

IV. DESCRIPTION OF POWERS AND IMPROVEMENTS

A. District Powers. The District shall have all of the power granted to an infrastructure financing district under the Special District Act, including any powers granted after the date of this Governing Document, except as may be expressly amended or reserved by resolution of the Board. The District shall have the power and authority to provide the Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, the Assessment Act, and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

B. Proposed Improvements. The purpose of the District is to finance the Improvements. It is anticipated that the District will finance all or a portion of the following Improvements, provided the District may finance any improvements permitted under the Special District Act, the Assessment Act, or the C-PACE Act, including, but not limited to, Site Work, Culinary Water Systems, Roads, Off-Site Improvements, Parking Structures, Rights-of-Way, Public Utilities, Parks, Trails, Sidewalks, Storm Drain System, Site Upgrades, and related public improvements.

V. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of three (3) Trustees. The owners of surface property within the District waived the residency requirement. The initial Board is appointed as follows, with all terms commencing on the date of issuance of a certificate of incorporation by the Lieutenant Governor's Office of the State of Utah:

1. Trustee 1. RICHARD T. WOLPER is hereby appointed to the Board with an initial term of six (6) years.

2. Trustee 2. NICHOLOAS POLYCHRONIS is hereby appointed to the Board with an initial term of four (4) years.

3. Trustee 3. RUSSELL SKOUSEN is hereby appointed to the Board with an initial term of six (6) years.

B. Transition to Elected Board. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1. Trustee 1 shall remain a property owner seat and shall not convert to an elected seat.

2. Trustee 2. Trustee 2 shall remain a property owner seat and shall not convert to an elected seat.

3. Trustee 3. Trustee 3 shall transition to an elected seat at the end of a full term during which certificates of occupancy have been issued to 75% of units within the District.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term.

C. Re-Election, Re-Appointment, Vacancy.

Upon the expiration of a Trustee's respective term, or any vacancy relating thereto, any seat which is not an elected seat shall be appointed by the remaining members of the Board, and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. Prior to the transition described above, any owner of land constituting more than 33.3% of the taxable value of commercial property within the District shall be entitled to appoint one seat to the Board of the District for each 33.3% taxable value of such commercial property interest. Following the transition described above, any owner of land constituting more than 50% of the taxable value of commercial property within the District shall be entitled to appoint one seat to the Board of the District for each 50% taxable value of such commercial property interest. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act.

D. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with the Special District Act shall be entitled to vote on such matters.

VI. DEVELOPMENT AGREEMENT

In accordance with the requirements of the Special District Act, attached hereto as **Exhibit 2** is a copy of the "Master Development Agreement" (if applicable) relating to infrastructure to be developed within the boundary of the District and for which the District anticipates providing funding. The Development Agreement is subject to amendment and revision and is not a limitation on the Improvements that may be financed by the District. Further, the Development Agreement applies to property within and without the boundaries of the District.

VII. MISCELLANEOUS

It is the intent of the District to use a competent and nationally recognized bond underwriter with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

VIII. GOVERNING DOCUMENT AMENDMENT

Subject to the limitations of the Special District Act, this Governing Document may be amended by passage of a resolution of the Board approving such amendment.

EXHIBIT 1

(LEGAL DESCRIPTION OF ORIGINAL DISTRICT BOUNDARIES AND PLAT)

Original District Boundaries

LEGAL DESCRIPTION: Real property in the County of Wasatch, State of Utah, described as follows:

BEGINNING AT A POINT WHICH IS NORTH 00°31'27" WEST, ALONG THE SECTION LINE 151.35 FEET AND NORTH 89°28'33" EAST, 585.09 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN:AND RUNNING THENCE NORTH 20°10'27" WEST, 777.86 FEET; THENCE EAST, 3.00 FEET; THENCE NORTH 19°59'47" WEST, 26.49 FEET TO THE SOUTHWEST CORNER OF THE PROBST SMALL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASATCH RECORDER'S AS ENTRY NO. 356781; THENCE ALONG SAID PROBST SUBDIVISION THE FOLLOWING SIX (6) COURSES: 1) NORTH 89°56'32" EAST, 215.63 FEET; 2) NORTH 00°44'07" WEST, 273.07 FEET; 3) NORTH 05°40'26" WEST, 127.97 FEET; 4) NORTH 11°45'35" WEST, 80.84 FEET; 5) NORTH 34°42'53" WEST, 80.26 FEET; 6) NORTH 24°18'30" WEST, 187.91 FEET; THENCE NORTH 24°18'30" WEST, 359.69 FEET; NORTH 89°51'56" EAST, 32.93 FEET; THENCE NORTH 23°58'34" WEST, 235.82 FEET; THENCE NORTH 41°37'08" WEST, 232.42 FEET; THENCE NORTH 23°00'00" WEST, 66.72 FEET TO A POINT ON THE QUARTER SECTION OF SAID SECTION 18; THENCE NORTH 00°31'27" WEST, ALONG SAID QUARTER SECTION LINE OF SAID SECTION 18, 406.17 FEET; THENCE NORTH 01°34'17" EAST, 658.71 FEET; THENCE NORTH 15°23'38" EAST, 542.87 FEET; THENCE SOUTH 89°42'19" EAST, 380.82 FEET; THENCE SOUTH 11°10'07" EAST, 194.68 FEET; THENCE SOUTH 46°40'07" EAST, 166.19 FEET; THENCE SOUTH 18°49'05" WEST, 762.04 FEET; THENCE SOUTH 10°40'07" EAST, 177.88 FEET; THENCE SOUTH 42°10'05" EAST, 160.49 FEET; THENCE SOUTH 40°54'29" EAST, 334.76 FEET; SOUTH 12°20'30" WEST, 206.91 FEET; THENCE SOUTH 10°24'30" EAST, 343.54 FEET; THENCE SOUTH 26°24'30" EAST, 447.97 FEET; THENCE SOUTH 40°54'30" EAST, 500.67 FEET; THENCE SOUTH 89°54'30" EAST, 66.86 FEET; SOUTH 04°01'58" WEST, 308.95 FEET; THENCE EAST, 0.53 FEET; THENCE SOUTH 03°54'57" WEST, 18.50 FEET; THENCE SOUTH 02°11'55" EAST, ALONG THAT CERTAIN BOUNDARY AGREEMENT RECORDED AS ENTRY NO. 179490 IN BOOK 298 AT PAGE 676 OF OFFICIAL RECORDS, 284.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MOULTON LANE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MOULTON LANE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 62°46'08" WEST, 290.91 FEET; 2) THENCE SOUTH 63°43'50" WEST, 414.55 FEET; (3) THENCE SOUTH 80°26'02" WEST, 15.11 FEET; 4) SOUTH 84°58'47" WEST, 161.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 56.37 ACRES MORE OR LESS

ASSESSOR'S TAX PARCEL NOS.: 00-0007-7730, 00-0007-7623, 00-0007-7664, 00-0007-7458, 00-0020-4584

EXHIBIT 2

(COPY OF MASTER DEVELOPMENT AGREEMENT)

Ent 569147 Bk 1543 Pg 1134-1187
Date: 09-JAN-2026 11:15:38AM
Fee: $40.00 Check Filed By: CO
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: THE NORTH VILLAGE CROSSINGS

WHEN RECORDED, RETURN TO:

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

Tax Parcel Nos.: 00-0020-4584, 00-0007-7458,
00-0007-7664, 00-0007-7623, & 00-0007-7730

(Space above for Recorder's use only.)

DEVELOPMENT AGREEMENT FOR THE NORTH VILLAGE CROSSINGS

THIS DEVELOPMENT AGREEMENT FOR THE NORTH VILLAGE CROSSINGS (this "**Agreement**") is made and entered into by and between HEBER CITY, a political subdivision of the State of Utah (the "**City**"), and NORTH VILLAGE DEVELOPMENT LLC, a Utah limited liability company ("**NVD**"). Each of NVD and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. NVD is the owner of approximately 56.39 acres of undeveloped real property located on the Southeast intersection of Hwy 40 and River Road (Parcel Nos. 00-0020-4584 (12.89 acres); 00-0007-7458 (3.85 acres); 00-0007-7664 (28.73 acres); 00-0007-7623 (4.02 acres); 00-0007-7730 (6.9 acres)) in Wasatch County, State of Utah (the "**Property**"). A legal description of the Property is attached hereto as **Exhibit A**.

B. In conjunction with the approval of this Agreement, the City approved and adopted a Site Plan for the Project (excluding exact location, layout and sizes of utilities and stormwater channels) (the "**Site Plan**"), subject to the Parties entering into this Agreement.

C. The Site Plan for the Property provides for a mixed-use development, including open space uses. All such uses shall be consistent with the permitted uses in the North Village Overlay Zone ("**NVOZ**") as North Village (NV) Sub-District or as outlined within this Agreement.

D. This Agreement and the Site Plan meets the intent of, complies with, and is guided by, the Envision 2050 Heber General Plan.

E. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of NVD and its successors in interest, including but not limited to, those

developers, sub-developers and builders who will develop the Property as a mixed-use project in accordance with the terms hereof, and to establish the rights and responsibilities of the City to annex the Property into the boundaries of Heber City and to authorize and regulate such development pursuant to the requirements of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and NVD hereby agree to the following:

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions**.

1.1 **Incorporation.** The foregoing Recitals and **Exhibits A** through **H-2** are hereby incorporated into this Agreement.

1.2 **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.

1.2.1 **Act** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2024), as amended.

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 17.

1.2.3 **Administrator** means the Person designated by the City as the Administrator of this Agreement.

1.2.4 **Affordable Housing** means a dwelling unit that will be offered to low-income households pursuant to Section 5.

1.2.5 **Agreement** has the meaning set forth in the preamble and includes all Exhibits attached hereto.

1.2.6 **Applicant** means a Person submitting a Development Application, a Modification Application or a request for an Administrative Action.

1.2.7 **Backbone Improvements** means those improvements shown as such in the Infrastructure Plan and which are, generally, infrastructure improvements that are intended to support the overall development of the Property and not merely a part of the development of any particular Subdivision. Backbone Improvements are generally considered to be in the nature of "System Improvements," as defined in Utah Code Ann. § 11-36a-101, *et seq.* (2024).

1.2.8 **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or public infrastructure, On-Site Infrastructure on any portion of the Project, or to construct any Off-Site Infrastructure.

1.2.9 **CC&Rs** means one or more declarations of conditions, covenants and restrictions regarding certain aspects of design and construction on the Property recorded or to be recorded with regard to the Property or any part thereof, as amended from time to time.

1.2.10 **Capital Facilities Plan** means a plan adopted or to be adopted by the City in the future to substantiate the collection of Impact Fees as required by State law.

1.2.11 **City** means the City of Heber, a political subdivision of the State of Utah.

1.2.12 **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage to review certain aspects of the development of the Project.

1.2.13 **City North Village Street Master Plan** shall mean the City's Street Master Plan and Street Capital Facilities Plan.

1.2.14 **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.

1.2.15 **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, including the Envision 2050 Heber General Plan.

1.2.16 **Collector Road** means the collector road shown on the Site Plan. The width and configuration of the Collector Road shall comply with Site Plan, except that City may require the Collector Road to be modified or expanded, in accordance with the City's ordinances, at the intersections of Highway 40 and State Road 32 if the traffic study for the Project establishes that turn lanes or other modifications are required at those intersections.

1.2.17 **Council** means the elected City Council of the City.

1.2.18 **Default** shall have the meaning provided in Section 14.

1.2.19 **Design Guidelines** means the design guidelines referenced in the North Village Overlay Zone.

1.2.20 **Developer** shall have the meaning provided in Section 22.

1.2.21 **Development Application** means an application to the City for development of a portion of the Project, a Building Permit, improvement plans or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.22 **Development Property** shall have the meaning provided in Section 23.1.

1.2.23 **Development Report** means a report containing the information specified in Section 4.5 submitted to the City by NVD or any successor for the sale of any Parcel to a Developer, Sub-developer or Builder or the submittal of a Development Application by a Developer, Sub-developer or Builder pursuant to an assignment from NVD.

1.2.24 **Development Unit** means either a commercial or residential use of property with respect to which an ERU calculation can be applied in accordance with this Agreement.

1.2.25 **Effective Date** means the date on which both the Parties have executed this Agreement.

1.2.26 **Equivalent Residential Unit (ERU)** means the residential density allocated to: (a) any given Residential Unit when measured against a single-family dwelling unit, which measure shall be determined pursuant to Section 18.21.020.2.2 of the City's Vested Laws; and (b) commercial ERUs will be calculated as provided in Section 18.21.020.2.2 of the City's Vested Laws. A copy of Section 18.21.020.2.2 of the City's Vested Laws is attached hereto as **Exhibit E**.

1.2.27 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.28 **Highway 40** means a "state highway" type transportation corridor maintained by the Utah Department of Transportation and referred to as U.S. Highway 40, as that route may be changed from time-to-time.

1.2.29 **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.

1.2.30 **Infrastructure Plan** means the conceptual infrastructure plan, including culinary water, secondary water, storm water, sanitary sewer and private roads, as amended from time to time.

1.2.31 **Intended Uses** means the use of all or portions of the Project for open space, parks, trails and other uses permitted in the Zoning Ordinance, Design Guidelines and as shown on the Site Plan.

1.2.32 **Market Rate Units** means any non-Affordable Housing within the Project.

1.2.33 **Modification Application** means an application to amend this Agreement (but not including those changes which may be made by Administrative Action).

1.2.34 **Mortgage** means (1) any mortgage or deed of trust or other instrument or transaction in which the Property, or a portion thereof or a direct or indirect ownership or other interest therein, or any improvements thereon, is conveyed or pledged as security, or (2) a sale and leaseback arrangement in which the Property, or a portion thereof, or any improvements thereon, is sold and leased back concurrently therewith.

1.2.35 **Mortgagee** means any holder of a lender's beneficial or security interest (or the owner and landlord in the case of any sale and leaseback arrangement) under a Mortgage.

1.2.36 **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval of an aspect of the Project.

1.2.37 **North Fields** means that certain real property generally depicted on **Exhibit C** attached hereto.

1.2.38 **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another Party.

1.2.39 **Off-Site Infrastructure** means the off-site public or private infrastructure, such as roads and utilities, specified in the Infrastructure Plan that is necessary for development of the Property but is not located on the portion of the Property that is subject to a Development Application.

1.2.40 **On-Site Infrastructure** means the on-site public or private infrastructure, such as roads or utilities, specified in the Infrastructure Plan that is necessary for development of the Property and is located on that portion of the Property that is subject to a Development Application.

1.2.41 **On-Site Retention/Detention** shall mean a storm drain facility that is provided on the Property or neighboring property to handle on-site or off-site storm drain requirements.

1.2.42 **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application, as is more fully set out in this Agreement.

1.2.43 **Parcel** means an area identified on the Site Plan with a specific land use designation that is intended to be further subdivided for future development.

1.2.44 **Person** means any natural person, corporation, Limited Liability Company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

1.2.45 **Phase** means the development of a portion of the Project.

1.2.46 **Planning Commission** means the City's Planning Commission.

1.2.47 **Project** means the mixed-used Site Plan to be developed on the Property in accordance with this Agreement, including, without limitation, all associated public and private facilities, Intended Uses, Phases and all of the other aspects approved as part of this Agreement and the Site Plan.

1.2.48 **Property Owner or Property Owners** means NVD and any other successor-in-interest to NVD as an owner of the Property or any portion thereof, including but not limited to, Developers, Sub-developers and builders.

1.2.49 **Property Owners' Association(s)** means one or more associations or other entities (including a public infrastructure district or other financing district) formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.50 **Site Plan** means the Site Plan attached as **Exhibit B**.

1.2.51 **Sub-developer** means any Person that obtains title to a Parcel from a Developer for development.

1.2.52 **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.53 **System Improvement** means those elements of infrastructure that fall within the definition of System Improvements pursuant to Utah Code

Ann. § 11-36a-102(21). System Improvements shall be defined as set out in the North Village Capital Facilities Plans and Master Plans.

1.2.54 **Zone** means the City's North Village Overlay District Zone - – North Village (NV) Sub-District.

1.2.55 **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that is in effect as of the Effective Date.

2. **Development of the Project.** Development of the Project shall be in accordance with this Agreement, the City's Vested Laws and the City's Future Laws as expressly set forth in this Agreement.

3. **Zoning and Vested Rights.**

3.1 **Zoning.** Concurrently with its execution of this Agreement, the City has annexed the Project to the City and zoned the Property under the North Village Overlay District Zone as a North Village (NV) Sub-District.

3.2 **Vesting of Site Plan**. It is the intent of the Parties that NVD shall be both entitled to and required to develop the Project in accordance with the following elements shown on the Site Plan: (1) general street configurations and sizes, (2) building locations, uses and parking, (3) maximum building heights, (4) park and open space locations, and (5) maximum retaining wall heights and locations. Except as specifically set forth herein, if there is a conflict between the five elements of the Site Plan set forth above and this Agreement, the City's Vested Laws or the City's Future Laws, the Site Plan shall supersede and take precedence.

3.3 **General Vested Rights**. Subject to paragraphs 3.3 and 3.4, and except as specifically provided herein, the Parties intend that this Agreement grants to Developer all rights to develop the Project 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 Developer 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).

3.4 **Compliance with City Requirements and Standards.** Developer and Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all 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.

3.5 **Exceptions to Vested Rights.** The vested rights and the restrictions on the applicability of City's Future Laws as specified in Section 3.3 are subject to the following exceptions:

3.5.1 Agreed to Regulations. City's Future Laws or other regulations to which the Developer agrees in writing;

3.5.2 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;

3.5.3 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 do not materially impact (i) the ability of Developer to develop the Project in accordance with the Site Plan or (ii) the overall cost of the Project;

3.5.4 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;

3.5.5 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 Developer to develop the Project in accordance with the Site Plan, (ii) do not materially impact the overall cost of the Project, and (iii) are not enacted as a means to reduce or limit the ability of Developer to develop the Project in accordance with the Site Plan and vested densities;

3.5.6 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;

3.5.7 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;

3.5.8 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 (2024) et seq., and are not enacted as a means to reduce or limit the ability of Developer to develop the Project in accordance with the Site Plan and vested densities;

3.5.9 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 such changes do not (i) reduce the Density Entitlements or (ii) materially impact the ability of Developer to develop the Project in accordance with the Site Plan or increase the overall cost of the Project; or

3.5.10 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).

4. Development of the Property in Compliance with the Site Plan.

4.1 **Project Density.** Property Owners shall be entitled to and are vested with the right to develop and construct up to 60 hotel ERUs, up to 311 residential ERUs (for Market Rate Units), and up to 5 commercial ERUs on the Property consistent with the Intended Uses specified in the Zoning Ordinance and generally identified on the Site Plan (collectively, the "**Density Entitlements**"). Property Owners shall also provide a minimum of 37.6 residential ERUs of Affordable Housing in accordance with Section 5 of this Agreement.

4.2 **Building Elevations and Design**. As part of the approval process, Property Owner has provided potential building elevations for the condominium portions of the Project, which elevations are attached hereto as **Exhibit F**. The building elevations and design standards must be similar in materials and appearance to the proposed elevations, or Property Owner must propose and obtain approval from the City Council for building elevations that are consistent with the NVOZ design guidelines.

4.3 **Gas Station Design.** It is the intent of the Parties that the building and canopy design and lighting for the gas station shall be designed to reduce the visual impact of the gas station by creating a gas station that matches the mountain modern design of the Project. Accordingly, the gas station building must be similar in architectural design and building materials as the neighboring hotel or condominiums, and the canopy must be similar in design to the canopy depicted in **Exhibit H-1**. In addition to other limitations or requirements in the City's Vested Laws, no illuminated signage, light or back lighting is allowed on the canopy except downlighting that complies with the City's lighting and dark sky ordinance. A rendering of a canopy that meets the requirements is attached hereto

as **Exhibit H-2**. The building must be constructed with a mix of wood, hardie plank, metal, and stone, natural rock or brick. Property Owners shall install a minimum 10 foot wide park strip between the gas station and Highway 40 that is fully landscaped with a mix of trees, and wood chips, shrubs or grass. All signage must comply with the City's sign code.

4.4 **Intended Uses by Parcel and Densities.** Intended Uses and Densities for the Project are shown on the Site Plan for the Property. This includes the City's acceptance of the following exceptions to NVOZ ordinances, which exceptions shall be considered Vested Rights:

4.4.1 **Building Heights**. The Property Owners shall be permitted to construct buildings within the Project to the maximum height of (i) five (5) stories from final grade (not natural grade), excluding any underground parking, or (ii) seventy (70) feet from final grade (not natural grade); provided that Building 15 shown on the Site Plan shall not exceed (y) four (4) stories from final grade (not natural grade), excluding any underground parking, or (z) sixty (60) feet from final grade (not natural grade), each as more particularly set forth on the Site Plan.

4.4.2 **Setbacks**. The Property Owners shall be permitted to construct buildings in the Project with a minimum fifteen-foot (15') front setback.

4.4.3 **Scenic Buffer**. As result of the significant percentage of Open Space within the Project, the Property Owners shall be permitted to develop up to fifty feet (50') into the seventy-five foot (75') scenic buffer being provided along the east side of Highway 40 and on the south side of Highway SR 32 east of Highway 40 in the location specifically shown in the Site Plan.

4.4.4 **Slopes**. The Property Owners shall be permitted to construct residential and commercial structures in areas with natural slopes greater than thirty percent (30%) so long as the Property Owners reasonably demonstrates to City staff, through soil testing or other means, that the stability of such slopes is reasonably sufficient in its natural or proposed condition or would be reasonably sufficient following the implementation of any needed reinforcement measures for support.

4.4.5 **Retaining Walls**. The Property Owners shall not be required to erect retaining walls or similar structures in areas in which such walls and/or structures would be required under City's Vested Laws or City's Future Laws if the Property Owners reasonably demonstrates to City staff, through soil testing or other means, that the applicable soil is sufficiently stable; provided that, and except as set forth on the Site Plan, if any retaining walls or similar structures are required as a result of insufficient stability of the soil, then the Property Owners shall be permitted to erect vertical retaining

walls and similar structures up to a total maximum height of forty-five feet (45') so long as such vertical retaining walls are no more than ten feet (10') tall with a minimum step back to the next wall of four feet (4'), as more particularly set forth on the Site Plan; provided that, the Property Owner may erect up to a thirty foot (30') vertical retaining wall without any step back on the rear of Building 6 if soil testing reveals that step backs are not feasible. Any retaining walls for the Project shall be constructed as verti-block retaining walls. To the extent reasonably feasible, and without jeopardizing or putting at risk the long-term structural integrity of any retaining walls in the Project, the Property Owners shall plant evergreen trees, each with a minimum initial height of six feet (6') tall, within one or more areas of the Project to help reduce the visual impact of any retaining walls that would otherwise be visible from Highway 40 and State Road 32.

4.4.6 **Height Variations**. The Property Owner shall not be required to construct the buildings in the Project to vary in height.

4.5 **Accounting for Density for Parcels Sold to Sub-developers.** In connection with the sale of any Parcel sold by NVD to a Developer or Sub-developer, NVD shall provide the City with a written document specifying the identity of the Person to whom the Parcel is sold, the allocation, if any, of any Development ERUs associated with such Parcel, and the open space requirements and/or obligations associated with such Parcel. In connection with the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Developer or Sub-developer, NVD shall provide the City Recorder with a development report (a "**Development Report**") identifying the Parcel(s) sold, the Residential Development ERU and/or other type of use or Development Unit allocated with the Parcel(s), the Development ERU remaining with NVD and any material effects of the sale on the Site Plan.

4.5.1 Return of Unused Density. If a Developer or Sub-developer cannot or does not utilize all of the Development ERU allocated to it in connection with the transfer of one or more Parcels at the time the Developer or Sub-developer receives approval for the final Development Application for such transferred Parcel(s), the unused Development ERU shall automatically revert back to NVD. Such Development ERU shall be accounted for in any subsequent Development Report that NVD, or any of its successors in interest may be required to file with the City Recorder.

5. **Affordable Housing.**

5.1 **Affordable Housing Requirement**. Developer shall provide not less than 37.6 residential ERUs of Affordable Housing as a condition of the Project, as set forth in this Section 5. Affordable Housing shall be sold or rented, as applicable, to individuals or families with an average income of Eighty percent (80%) or less

of the area median income (AMI) in Wasatch County, Utah and the monthly cost shall not be more than Thirty percent (30%) of a household's income. Individual income limits for occupants of the Affordable Housing may be anywhere within the affordable housing AMI ranges, including up to 120% of AMI; however, the overall unit mix shall have an AMI averaged of no more than 80% AMI. Property Owners shall have no obligation to disperse the Affordable Housing throughout the Project but may consolidate the on-site Affordable Housing in one or more areas of the Project. Unless otherwise approved by the City Council, the Property Owner shall construct at least 12.5 residential ERUs of Affordable Housing on the Property (the "**Onsite Affordable Housing Obligation**"), which, for the avoidance of doubt, may be satisfied by the provision of workforce housing and Property Owners may enter into one or more master leases with local employers whereby local employers may lease a block of units to meet the housing needs of their qualifying employees. The Developer shall propose to the City one or more options to satisfy the remaining Affordable Housing unit obligation of 25.1 residential ERUs (the "**Alternative Affordable Housing Obligation**"), which may include additional onsite affordable housing or any of the alternatives in Section 5.4. The City may, in its sole discretion, accept the proposal of Developer to comply with the Alternative Affordable Housing Obligation or require Developer to pay a fee-in-lieu in accordance with Section 5.4.3. Developer and the City shall follow and comply with any deed restrictions as outlined in Chapter 18.102 of the City's Vested Laws. Property Owner's failure to comply with the Affordable Housing obligation pursuant to the terms of this Agreement shall constitute a material breach of this Agreement, and the City may pursue all available remedies to enforce compliance, including but not limited to legal and equitable relief.

5.2 **Geographic Waterfall.** Property Owners shall use a geographic waterfall approach in selecting from affordable housing applicants, in the following priority: (1) qualifying applicants employed in the immediate North Village Crossings community; (2) qualifying applicants employed within Heber City limits; and (3) qualifying applicants working in Wasatch County generally. There shall be no time limit required in selecting between orders of priority. Rather, when all qualifying applicants from a category have been exhausted, applicants from the next order of priority shall immediately be given priority. If any of the geographic selection criteria are deemed to violate any federal or state rules and regulations, then the priority waterfall will be allowed to shift to become in alignment with the governing rules.

5.3 **Timing**. At least 50% of the required Alternative Affordable Housing Obligation shall be completed no later than the issuance of any building permits for Phase 2 of the Project and the remaining 50% of the required Alternative Affordable Housing Obligation shall be completed no later than the issuance of any building permits for Phase 3 of the Project.

5.4 **Potential Affordable Housing Alternatives.**

5.4.1 **Off-site Affordable Housing**. The Property Owners may propose to satisfy all or part of the Alternative Affordable Housing Obligation by construction of Affordable Housing off site on property owned by the City or another third party.

5.4.2 **Land Donation**. The Property Owners may propose to satisfy all or part of the Alternative Affordable Housing Obligation by donating, or causing another third party to donate, one or more parcels of unimproved land to the City for the purpose of constructing Affordable Housing. The value of any donated land shall be determined by either of the following: (a) if the donated land was acquired within three (3) years of the date of such donation, the aggregate price per acre paid for such donated land, or (b) as determined by written appraisal in accordance with Heber City Code 18.102.050(J)(3) conducted within six months of the proposed donation. The full value of any donated land shall be recognized as a fee in lieu of $40,000.00 in value required per residential ERU, consistent with the terms of Section 5.3.3. The Parties must agree in writing to the terms of any land donation, including the specific parcel(s), selection of the valuation method above, and compliance with the requirements outlined in this Section.

5.4.3 **Fee in Lieu**. The Property Owners may at any time satisfy all or part of the Alternative Affordable Housing Obligation by paying a fee in lieu in the amount of $40,000 per residential ERU. Beginning in January 2026, and continuing annually thereafter, this fee in lieu payment amount shall increase annually by the consumer price index amount published by the U.S. Bureau of Labor Statistics, Mountain-Plains Information Office, Mountain division, commonly known as "CPI." Payment of the fee, as adjusted by CPI over time, shall be deemed sufficient to fulfill the relevant Alternative Affordable Housing Obligation without prejudice to any other rights or remedies available under this Agreement. Property Owners agree that City may utilize the fee-in-lieu in any manner that the City deems appropriate, including, but not limited to, investing in properties or other resources that could be utilized or sold in the future to generate income for affordable housing.

5.5 **Additional Requirement.**

5.5.1 **Eligibility and Pricing**. For all on-site for rent affordable housing, a qualified third-party professional property management company shall manage the rental of all Affordable Housing. Eligibility for the affordable for-rent housing will be based on the AMI standards of for-rent affordable

housing.

5.5.2 **Deed Restrictions Protecting the Affordability and Sustainability of the Affordable Homes**. Prior to issuance of a certificate of occupancy for any Affordable Housing, Developer/ Owner shall negotiate and enter into with the City a Deed Restrictions Covenant (which shall be recorded with the Wasatch County Recorder) that shall serve as a Covenant Running With the Land to protect the affordability and sustainability of the Affordable Housing. Some of the terms of such a Covenant should include, but shall not be limited to the following:

5.5.2.1. The Covenant is to provide and articulate terms, conditions, and restrictions. The Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Wasatch County, Utah, shall run with the land, enforceable against the Owners; each Unit Owner, and each Unit Owner's successors interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property. In addition to the recording of this Covenant, Developer/Owner shall cause that any deed or plat map associated with any affordable housing properties or units shall reference said Covenant.

5.5.2.2. The City shall have the right to enforce the terms of such a Covenant. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Unit Owners against each other.

5.5.3. **Building Permit Fee Waiver**. Property Owners shall receive a waiver of building permit fees (but not the state surcharge and third-party building plan check fees) for the construction of Affordable Housing in accordance with the City's Vested Laws.

6. Term.

6.1 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of twenty-five (25) years, or the day upon which the final certificate of occupancy is approved and granted, whichever first occurs (the "**Term**"), unless it is terminated in accordance with Section 26. Unless otherwise agreed between the Parties, NVD's vested rights

and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by mutual agreement of the Parties. Upon termination of this Agreement for any reason, the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term shall remain vested rights in accordance with the terms and conditions of such approvals. Furthermore, any obligations of Developer related to any licenses, building permits, or certificates of occupancy shall continue in full force and effect.

7. Approval Processes for Development Applications.

7.1 **Phasing.** The City acknowledges that NVD, Developers, and Sub-developers who have purchased Parcels of the Property will submit multiple applications from time to time to develop and/or construct portions of the Project in phases, as generally described in the Site Plan.

7.2 **Timing of Collector Road Construction.** Prior to issuance of any building permits for each phase of the Project, as shown on the Phasing Plan attached hereto as **Exhibit D**, NVD shall complete or post completion assurance in accordance with Utah Code § 10-9a-604 (2024) for the construction of the portion of the Collector Road within that phase.

8. Open Space, Improved Public Parks, and Trails Requirements.

8.1 **Development Timing: Open Space, Neighborhood Parks, and Trails**. For each Phase, neighborhood Parks and Trails shall be constructed and developed concurrently with the respective development within which said trails are located. Open space, parks and trails shall comply with the requirements of Heber City Code § 18.21.050 for the NV Sub-District, except that NVD shall provide not less than 10% of the total Project area as Open Space and NVD must provide 10% of the overall Project area as Traditional Park Space in accordance with Heber City Code Table 5.1(1)). In accordance with Utah Code § 10-9a-604(3)(d)(iv) and (4) (2024), the City may require completion assurance for any landscaping that is necessary to meet the open space or traditional park space requirements.

8.2 **Dedication of Open Space or Trails**. All trails, open space and park space within the Project shall be dedicated to and maintained by the Homeowner's Association.

8.3 **Park Improvements and Design.** The Site Plan includes one neighborhood park (the "**Neighborhood Park**"), which is located in Phase 2 of the Project. The Neighborhood Park shall be fully landscaped with a mix of commercial playground equipment and recreational amenities. Prior to issuance of any building permits for the residential ERU's, NVD shall submit a park plan to the City for approval.

8.4 **Park Impact Fees.** Property Owners acknowledge that all required park, trail and open space improvements within the Project are a condition of development approval and are project improvements pursuant to Utah Code § 11-36a-102(15). Property Owners may be required to pay parks, recreation, open space and trails impact fees for system improvements that benefit the Project as established in the City's impact fee analysis.

8.5 **Tax Benefits**. The City acknowledges that Property Owners may seek to qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring open space and/or trails to the City or to a charitable organization. Property Owners shall have the sole responsibility to claim and qualify for any tax benefits sought by Property Owners by reason of the foregoing. The City shall reasonably cooperate with Property Owners to the maximum extent allowable under law to allow Property Owners to take advantage of any such tax benefits.

8.6 **North Fields Preservation**. Property Owners, for themselves and with respect to each subsequent Owner of the Property, agree that upon issuance of any building permit for residential, hotel or commercial ERUs, the Property Owner shall pay to the City a one-time fee equal to $2,500 per ERU or such prorated amount on partial ERU attributable to such unit, as applicable (the "**North Fields Preservation Fee**"). The City shall utilize funds collected pursuant to the North Fields Preservation Fee solely for the purpose of preserving open space in the North Fields, including the acquisition of development rights or the use of other conservation related tools for the preservation of open space. The City agrees that the North Fields Preservation Fee shall not be charged for Development Units constructed and operated as Affordable Housing.

9. Public Improvements.

9.1 **Utilities Provided by the North Village Special Service District (NVSSD) and the Jordanelle Special Service District (JSSD).** The Parties acknowledge that the Project is currently served by the NVSSD and the JSSD for sewer and water, including secondary water. It is the intent by both Parties that the NVSSD and the JSSD shall continue to serve the project for these utilities through such service districts as long as they have capacity and are capable of serving. The Developer shall provide Commitment Letters from JSSD and NVSSD for the plat and/or phase being served before final approval for that particular plat is granted. Water for phases and all amenities shall be dedicated up front. If at any time it is deemed unfeasible to have JSSD or NVSSD serve the Project, the Developer shall secure other service providers. The City shall not be liable or responsible to provide such services. However, if at any point City sewer and water, including secondary water is available in the area, the City agrees that Property Owner shall be able to obtain City services. Developers shall be required to comply with the JSSD and NVSSD water policies generally applicable to all NVSSD customers.

9.2 **Streets.** Unless otherwise designated on the Site Plan, all streets within the Project shall be improved to the Residential / Minor Collector standard as set forth in Heber City Code § 18.21.040.4.6. Property Owners shall be responsible to construct all streets and road accesses to the Project as shown on the Site Plan. Unless accepted by the City, all streets shall be dedicated to the Homeowners Association and shall be owned and maintained by the Homeowner's Association.

9.3. **Storm Water Improvements and Management.** The Parties acknowledge that the City has adopted a regional storm water master plan (the "**North Village Stormwater Master Plan**"). Property Owners shall be required to comply with the policies and standards of the North Village Stormwater Master Plan and associated Stormwater Design Manual, and all standards and requirements of any and all exhibits attached and incorporated into this Agreement. Property Owners acknowledges that compliance with North Village Stormwater Master Plan may require construction of off-site improvements as outlined in the North Village Storm water Master Plan, Developer and Property Owner shall restore or replace the historic, natural drainage channels on the Property downstream of the existing irrigation canals, as outlined and contemplated in the above referenced Master Plan.

9.4 **Storm Water Retention/Detention from Off-Site Sources**. The Parties acknowledge that all or a portion of the On-Site Storm Water Retention/Detention for the Project will be on the property of a neighboring development. Prior to issuance of any building permits for the Project, NVD shall be responsible to obtain all easements or other property rights necessary to construct the stormwater retention / detention for that portion of the Project in accordance with City standards and shall meet all other requirements to establish that stormwater can be adequately retained and detained on in accordance with all City standards and specifications. Property Owners must establish that they can meet all City requirements for the On-Site Retention/Detention and stormwater quality standards; and to the extent Property Owners are not able to meet the On-Site Retention/Detention based on the Site Plan, Property Owners may decide to reduce the densities or remove building shown on the Site Plan to meet the requirements. Parties acknowledge that for all storm water runoff generated on-site (developed flow), retention shall be required. Detention may be allowed for natural runoff flows in a manner consistent with the requirements of the North Village Storm Water Master Plan.

9.5. **Infrastructure Plan**. NVD shall prepare an Infrastructure Plan (a/k/a Civil Drawings). The Parties acknowledge that there will be a Capital Facilities Plan for the Public Infrastructure approved and adopted by the City. The Property Owners shall have the responsibility and obligation, to construct and fund, or cause to be constructed and installed, in phases, the On-Site and Off-Site Infrastructure that is necessary to support the development proposed within a specific Development Application.

9.6 **General Excess Improvements/Upsizing.** If the City requires NVD to enlarge, increase or otherwise "upsize" or upgrade (collectively, the "**Excess Improvements**") the City agrees that it shall reimburse NVD from Impact Fees collected by the City for, or to the extent permissible under then-applicable law and as identified in the approved Capital Facilities Plan, costs incurred by NVD in the construction of Excess Improvements. NVD shall not be compensated for any "upsizing" of the Backbone Improvements that are not included as System Improvements in the approved Capital Facilities Plan.

9.7. **Reimbursement for Collector Road**. NVD is required to construct the Collector Road, which is indicated on the Site Plan as being a 69 foot right of way with a minimum of 38 feet of asphalt. City acknowledges and agrees that a standard residential road would only require 32 feet of asphalt. Accordingly, prior to completion of the road, City shall enter into an impact fee reimbursement agreement with NVD, in substantially the form utilized by the City for other similar impact fee reimbursements, to reimburse NVD for the pro-rata costs of the additional required road width. The reimbursable costs shall include only the costs of the materials (asphalt, road base, etc.) to construct the additional road width, and shall not include engineering, retaining walls, geotechnical or other costs that would have otherwise been required to build the Collector Road to a residential road standard.

9.8. **Variations between Infrastructure Plan, Capital Facilities Plan and any City's Future Capital Facilities Plan.** The Parties acknowledge that the City may adopt a new or amended Capital Facilities Plan. Additionally, the City may adopt new or amended Impact Fee ordinances as permitted by State Law for the collection of Impact Fees to pay for the construction of parts or all of the Backbone Improvements. The new Capital Facilities Plan shall in no way change any land uses or permitted uses of the Project; limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement and relevant sections of the Zoning Ordinance are satisfied. The Capital Facilities Plan and any future Capital Facilities Plan may differ from the Infrastructure Plan. As a part of the approval of a Development Application, the City may require Property Owners to build portions of the Backbone Improvements as shown on the Capital Facilities Plan (after it is adopted) instead of as shown on the Infrastructure Plan. Notwithstanding the above, nothing herein obligates the City to pay for the minimum backbone infrastructure needed for the Project.

9.9. **Modifications of Infrastructure Locations.** The Parties acknowledges that additional surveying, engineering and similar studies are needed to finalize the exact location of road, stormwater, and utility alignments. Therefore, except as specifically set forth in this Agreement, the exact location of road, stormwater, and utility alignments and sizes may be modified and revised upon the City's approval of subsequent Development Applications.

9.10 **Off-Site Connectivity**. All trails, canals, ditches and roads shall connect with existing and internal trails, canals, ditches and roads located immediately adjacent to the Project such that there is consistent, smooth linkage and connectivity with any and all municipal systems.

9.11 **Public Infrastructure District.** City understands that NVD may request a Public Infrastructure District ("**PID**") pursuant to Utah Code § 17D-4-101 et seq. for the Property. The City shall review and reasonably consider NVD's petition to create the PID as an option to implement and facilitate the financing, construction, and operation of some or all of the Public Infrastructure for the Project.

9.12 **Cable/Fiber Optic Service**. Subject to all applicable federal and state laws, as well as the City's authorization and capacity to timely install in a reasonable manner all required infrastructure and provide such service, Property Owners agree that the City shall be the sole cable/fiber optic network provider for the Development. The City shall install or cause to be installed all underground conduits necessary to make available a minimum of one cable service/fiber optic communication provider, or other comparable information and communication service provider, within the Project. Property Owners shall cooperate and reasonably accommodate the City's installation and development of said cable service/fiber optic network, (CFON). Notwithstanding the foregoing, Property Owners may contract with any cable TV/fiber optic and other communication provider of their own choice and grant an exclusive right of access and/or easement to such provider to furnish cable TV/fiber optic and other communication services for those dwelling units or other uses on such Property Owner's real property so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and fees with respect to cable, fiber optic and other communication lines as allowed under an applicable City ordinance or state law.

10. **CC&Rs and Short-Term Rentals.** As more fully set forth in the CC&Rs, Property Owners shall create and establish one or more Property Owners' Associations, which shall be responsible for the implementation and enforcement of the CC&Rs, including but not limited to architectural reviews, water efficiency, open space, and private street and storm water system maintenance. Subject to business licensing requirements and other regulations on short-term rental that are applicable City wide and are not enacted as a means to prohibit short-term rentals, and notwithstanding any prohibition on short-term rentals under Heber City Code § 5.26 *et seq.* that would otherwise be applicable to residential units in the Project, short-term rentals shall be permitted for all residential units in the Project and the CC&R's shall contain a provision that regulates the short-term rental of any residential unit located on the Property. Property Owners shall record a notice against all of the Property in the development providing public notice to buyers that short-term rentals are allowed with the Project, subject to the terms and conditions of the CC&Rs and City requirements not inconsistent with the terms of this Agreement. Recordation of the CC&Rs and creation of such Property Owners' Associations shall be required prior to issuance of a certificate of occupancy for any residential units. The City shall not be responsible for the implementation and/or enforcement of any such CC&Rs.

11. **Fees & Bonding.**

11.1 **General Requirement of Payment of Fees.** The City acknowledges its fees are subject to applicable State law. The City's impact fee requirements will be set forth in the City's approved Capital Facilities Plan for the Project area to be developed subsequent to this Agreement and incorporated herein.

11.2 **Bonding.** Property Owners, Developers or Sub-developers, as applicable, shall provide performance or warranty bonds, per the Heber City Code, for any on-site or off-site, publicly dedicated infrastructure or similar improvements for the Project (the "**Security**"), including, without limitation, roads, curb and gutter, storm drains, sewer, water, street lighting, signs, sidewalks, landscaping within public rights of way, public open space, public parks and trails.

12. **Construction Standards and Requirements.**

12.1 **Building Permits.** No buildings or other structures that require permits, shall be constructed within the Project without the Developer or Sub-developer first obtaining building permits in accordance with the City's Vested Laws. Developers and Sub-developers may apply for and obtain a grading permit following Preliminary Site Plan approval if the Developers or Sub-developers, as applicable, have submitted and received approval of a site-grading plan and SWPPP and subject to a Land Disturbance Permit issued pursuant to Section 13 below.

12.2 **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, a Developer or Sub-developer shall, at their expense, secure, or cause to be secured, any and all permits which may be required by the City under the City's Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developers Sub-developers in seeking to secure such permits from other governmental entities.

13. **Grading, On-Site Processing of Natural Materials and Blasting.** Property Owners may use the natural materials located on the Project, including, without limitation, sand, gravel and rock, and subject to City's Vested Laws, may process such natural materials into construction materials, including, without limitation, aggregate or topsoil, for use in the construction of On and Off-Site Infrastructure, commercial buildings, residential structures, or other buildings or improvements located in the Project and other locations outside the Project. Property Owner shall remediate any damage to trails, infrastructure, drainage or natural water features caused by such use. Notwithstanding this provision, this does not permit the construction of any subdivision or site-specific improvements prior to the requisite Final Plat review and approval for such improvements. Any such uses shall not be considered gravel pits. Property Owners shall comply with all federal and state requirements related to blasting. In addition, City may impose upon Property Owners reasonable requirements related to the following: (1) hours of

blasting, (2) blast blankets or other methods to reduce possible damage to neighboring properties, and (3) notice to neighboring properties or other entities, including at least 48 hours notice prior to blasting, and two hour per day blasting windows.

14. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project at the same levels of service, and on the same terms and rates as provided to other residents and properties in the City, unless such services are provided by other entities, or, because of the unique topography, location or other special or unique circumstances in the area covered by this Agreement, the cost to provide such services is higher than the like property rate throughout the City, and the City is able to demonstrate by empirical evidence, that such costs are a result of substantive additional or increased costs of municipal services, or financial burden to the City, then such additional costs, including but not limited to those required for additional special fire or police services, may be passed on to the Property Owners by way of special municipal service zonal fees, or some other equivalent of such fees. The City may charge such increased rate fees to Property Owners with respect to the Project, Phase, or sections of a Phase proportionate to their share of the increased cost.

15. **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.

15.1 **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.

15.2. **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.

15.3. **Developer's Remedies Upon Default**. Developer'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 DEVELOPER, 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.

15.4 **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 Developer, 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.

16. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Property Owners:

North Village Development, LLC
Attn: Richard T. Wolper
7026 S 900 East
Midvale, UT 84047

To the City:

City of Heber
Attn: City Recorder
25 North Main Street
Heber, Utah 84032

16.1 **Effectiveness of Notice.** Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

16.1.1 **Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile, provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending Party has confirmation of transmission receipt of the Notice.

16.1.2 **Electronic Delivery.** Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending Party has an electronic receipt of the delivery of the Notice.

16.1.3 **Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail.

16.1.4 **Change of Notice Address.** Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

17. **Administrative Amendments.**

17.1 **Allowable Administrative Applications:** The following modifications to this Agreement may be considered and approved by the Administrator.

17.1.1 **Infrastructure.** Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

17.1.2 **Design Guidelines.** Modifications of the Design Guidelines.

17.1.3 **Development Unit Allocations.** Any allocation of Development Unit densities to be made by NVD or its successors and assigns.

17.1.4 **Minor Amendment.** Any other modifications deemed to be minor modifications by the Administrator.

17.2 **Application to Administrator.** Applications for Administrative Amendments shall be filed with the Administrator.

17.2.1 **Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Amendment, the Administrator may require the Administrative Amendment to be processed as a Modification Application.

17.2.2 **Administrator's Review of Administrative Amendment.** The Administrator shall consider and decide upon the Administrative Amendment within a reasonable time not to exceed twenty-one (21) days from the date of submission of a complete application for an Administrative Amendment. Applicant must provide all documents in their completed form and pay any required fee in accordance with State law.

17.2.3 **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within the 21-day period set forth in Section 17.2.2. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such

approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

17.2.4 **City Council Requirement of Modification Application Processing.** If the Council requires the proposed Administrative Amendment to be considered by the Council as a Modification Application, it shall, within two (2) business days after the first Council meeting following notification by the Administrator pursuant to Section 17.2.3 above, notify the Administrator that the Administrative Amendment must be processed as a Modification Application, and that the Council shall be the final determining body for any and all Modification Applications.

17.2.5 **Appeal of Administrator's Denial of Administrative Amendment.** If the Administrator denies any proposed Administrative Amendment, the Applicant may process the proposed Administrative Amendment to the Council for final adjudication. The Council shall be the final determining body for any and all Modification Applications.

18. **Amendment.** Except for Administrative Amendments, any future amendments to this Agreement shall be considered as Modification Applications subject to the following processes:

18.1 **Submissions of Modification Applications.** Only the City or NVD or an assignee of NVD, approved in writing by the City, and one that succeeds to all of the rights and obligations of NVD under this Agreement may submit a Modification Application.

18.2 **Modification Application Contents.** Modification Applications shall:

18.2.1 **Identification of Property.** Identify the property or properties affected by the Modification Application.

18.2.2 **Description of Effect.** Describe the effect of the Modification Application on the affected portions of the Project.

18.2.3 **Identification of Non-City Agencies.** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

18.2.4 **Map.** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Use and density of all such properties.

18.2.5 **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

18.3. **Mutual Cooperation in Processing Modification Applications.** Both the City and Applicants shall cooperate reasonably in promptly and fairly processing Modification Applications.

18.4 **Planning Commission Review of Modification Applications.**

18.4.1 **Review.** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and complexity of the Modification Application. The City shall not be required to begin its review of any application unless and until the Applicant has submitted a complete application.

18.4.2 **Recommendation.** The Planning Commission's vote on the Modification Application, if required by law, shall be only a recommendation.

18.5 **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

18.6 **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this Agreement and/or the City's Vested Laws (or, only to the extent permissible under this Agreement, the City's Future Laws).

18.7 **Mediation of Council's Objections to Modification Applications.** If the Council and Property Owners are unable to resolve a dispute regarding a Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator, each shall, within seven (7) days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single mediator. Property Owners shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties.

18.8 **Amendments by NVD.** Notwithstanding any other provision in this Agreement to the contrary, NVD may propose and if approved by the City, execute any amendment or other modification of this Agreement or the Site Plan, without the consent of any Property Owner provided that such amendments, modifications, land uses and density allocations: (a) are consistent with the requirements of the City's Vested Laws; and (b) shall not alter the ERU density allocated to such Property Owner identified in a duly executed Development Report or assignment from NVD or otherwise affect any development rights associated with such Property Owner's Development Property set forth in a property specific development agreement with the City pertaining to such Development Property or a recorded Subdivision Plat specific to such Development Property and no other portion of the Project. For avoidance of doubt, neither the City nor NVD shall be required to obtain the consent of any Property Owner or any subsequent owner of a portion of the Project to amend this Agreement pursuant to this Section 18.

19. **Estoppel Certificate.** Upon twenty (20) days prior written request by a Property Owner, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Property Owner is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by the Property Owner. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

20. **Entire Agreement.** Unless expressly provided herein, nothing in this Agreement shall be interpreted to conflict with, replace or waive any requirements, obligations, standards, duties, rights and enforcements afforded to the Parties, provided by and through the NVOZ Zone and Ordinance, and shall be interpreted and presumed by the Parties to be consistent, in harmony with, and incorporated herein with this Agreement. This Agreement and all Exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

21. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.

22. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Property Owner. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for or duty to any third parties, including but not limited to JSSD or NVSSD, concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

23. **Assignability.**

23.1 **Transfer to Developers and Sub-developers.** Notwithstanding anything to the contrary in this Agreement, NVD or its successor may sell any portion of the Property to one or more parties (each a "**Developer**" or "**Sub-developer**") at any time from and after the Effective Date. Each such transferred portion of the Property (each, a "**Development Property**") shall be developed by the Developer and/or Sub-developer in accordance with and subject to the terms hereof, including, without limitation, the following:

23.1.1 Developer or Sub-developer shall assume in writing for the benefit of the City and Property Owners all of the obligations and liabilities of Property Owners hereunder with respect to the Development Property.

23.1.2 Developer and Sub-developer shall be afforded the rights of Property Owners granted hereunder in respect of the applicable Development Property only, including, without limitation, any rights of Property Owners in and the impact fee credits and/or reimbursements pertaining to such Development Property; provided, however, that unless NVD otherwise agrees in writing, Developer and/or Sub-developer shall not, in each case without the prior written consent of NVD, which may be granted or withheld in NVD's sole discretion:

(i) submit any design guidelines to the City in respect to the Development Property and/or propose any amendments, modifications or other alterations to the Design Guidelines or any other design guidelines previously submitted by NVD Owners to the City in respect of the Development Property;

(ii) process any Final Plats, site plans or Development Applications for the Development Property and/or propose any amendments, modifications or other alterations of any approved Final Plats, site plans, and/or Development Applications procured by NVD for the Development Property; or

(iii) propose or oppose any amendments, modifications or other alterations to this Agreement.

23.1.3 The City agrees not to accept or process any of the foregoing matters from a Developer and/or Sub-developer unless the matter has been approved by the owner of the Development Property.

23.1.4 NVD shall not amend, modify or alter this Agreement or the Design Guidelines, or any Final Plats, Development Agreements and/or site plans approved for the Development Property in a manner that would materially interfere with Developer and/or Sub-developer's rights hereunder in respect of such Development Property, in each case without Developer and/or Sub-

developer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

24. **Effect of Breach.** Notwithstanding any other provision of this Agreement, no breach or default hereunder, by any Person succeeding to any portion of a Property Owner's obligations under this Agreement shall be attributed to Property Owner. Nor may a Property Owner's rights hereunder be canceled or diminished in any way by any breach or default by any such Person. No breach or default hereunder by a Property Owner shall be attributed to any Person succeeding to any portion of such Property Owner's rights or obligations under this Agreement, nor shall such transferee's rights be canceled or diminished in any way by any breach or default by such Property Owner. During the development of the Project, until final approval of and dedication to the City, Developer, Owners or Owners, and their assigns, transferees, and sub - developers shall maintain the City as an additional named insured where reasonably possible, and without adding unreasonable cost, on any relevant or applicable liability insurance associated with the Project.

25. **Mortgagee Protection.** This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any such Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any Person that acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Notwithstanding the provisions of this Section, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion. If the City receives a written notice from a Mortgagee requesting a copy of any notice of default given to a Property Owner or a Sub-developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee, concurrently with service thereon to the Property Owner or a Sub-developer, as applicable, any notice of default or determination of noncompliance given to the Property Owner or such Sub-developer. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from the City to cure or remedy the default claimed or the areas of noncompliance set forth in the City's notice. If such default or noncompliance is of a nature that it can only be cured or remedied by such a Mortgagee upon obtaining possession of the Property, then such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall within 90 days after obtaining possession cure or remedy such default or noncompliance. If such default or noncompliance cannot with diligence be cured or remedied within either such 90 -day period, then such Mortgagee shall have such additional time as may be reasonably necessary to cure or remedy such default or noncompliance if such Mortgagee commences such cure or remedy during such 90 -day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

26. **Termination.**

26.1 This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

(i) Expiration of the Term of this Agreement, unless extended as provided in Section 4.3;

(ii) Completion of the Project in accordance with the development entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the development entitlements and this Agreement;

(iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated for such dwelling or other structure upon the issuance by City of a certificate of occupancy therefore;

(iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement,

(v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement, or

(vi) in the event that Developer or the project are in Default beyond any applicable notice, grace or cure period, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this Agreement, and relevant State and Federal Laws not fulfilled or are violated, after appropriate default notices and cure provisions of this Agreement.

26.2 **Notice of Termination.** City shall, upon written request made by Developer or Developer's successor(s) or assign(s) or any Owner to City's Planning Director, determine if the Agreement has terminated with respect to any parcel or lot at the Property, and shall not unreasonably withhold, condition, or delay termination as to that lot or parcel. Upon termination of this Agreement as to any lot or parcel, City shall upon Developer or Developer's successor(s) or assign(s) or any Owner's request record a notice of termination that the Agreement has been terminated. The aforesaid notice may specify, and Developer or Developer's successor(s) or assign(s) and Owners agree, that termination shall not affect in any manner any continuing obligation to pay any item specified by this Agreement. Termination of the Agreement as to any parcel or lot at the Property shall not affect Developer or Developer's successor(s) or assign(s) or any Owner's rights or obligations under any of the development entitlements, including but not limited to, the General Plan, Specific Plan, Zoning Ordinance and all other City policies, regulations, and ordinances applicable to the Project at the Property. City may charge a reasonable fee for the preparation and recordation of any notice(s) of termination requested by Developer or Developer's successor(s) or assign(s) or any Owner.

26.3 **Partial Termination.** In the event of a termination of this Agreement with respect of any portion of the Property, any then-existing rights and obligations of the parties with respect to such portion of the Property shall automatically terminate and be of no further force, effect or operation. However, no termination of this Agreement with respect to any portion of the Property or the Project shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Property or Project not subject to the termination. Subject to the provisions of the Default Paragraph 15, the expiration or termination of this Agreement shall not result in any expiration or termination of any Entitlement then in existence, without further action of City.

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

28. **Hazardous, Toxic, and/or Contaminating Materials.** Each Owner shall defend and hold the City and its elected and/or appointed boards, officers, agents, employees and consultants harmless from any and all claims, liabilities, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence and removal, or caused by the introduction of hazardous, toxic and/or contaminating materials by such Property Owner on the Project or arising out of action or inactions of Developer, except where such claims, liability costs, fines, penalties and charges are due to the actions of the City or its elected or appointed boards, officers, agents, employees or consultants.

29. **Binding Effect.** If NVD or another Property Owner conveys any portion of the Property to one or more Sub-developers, the property so conveyed shall have the same rights, privileges, Intended Uses and configurations, and shall be subject to the same limitations and rights of the City, applicable to such property under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

30. **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.

31. **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.

32. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather,

governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

33. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

34. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and NVD each shall designate and appoint a representative to act as a liaison between the City and its various departments and NVD. The initial representative for the City shall be City Manager, or his designee and the initial representatives for NVD shall be Richard T. Wolper. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

35. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion of this Agreement.

36. **Applicable Law.** This Agreement is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

37. **Recordation and Running with the Land.** This Agreement shall be recorded in the office of the Wasatch County Recorder. Copies of the City's Vested Laws, **Exhibit D**, shall not be recorded. A secure copy of **Exhibit D** shall be filed with the City Recorder and each Party shall also have an identical copy. 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 hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project Area to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement or to zoning classifications and benefits relating to other portions of the Project Area. The obligations of Property Owners hereunder are enforceable by the City, and no other Person shall or may be a third party beneficiary of such obligations unless specifically provided herein.

38. **Authority.** The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to City Policy. This Agreement is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

39. **Covenant of Good Faith and Fair Dealing.** No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under his agreement impossible. Each party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

40. **Further Actions and Instruments.** The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of the Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

41. **Partial Invalidity Due to Governmental Action.** In the event state or federal laws or regulations enacted after the Execution Date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

42. **Waiver of Rights Under Utah Code Section 10-9a-532**. The Parties have been represented by an attorney throughout this process. Developer acknowledges that this Agreement does not restrict any of Developer's rights under clearly established state law or that Developer has been advised in writing of any such rights being restricted. As an essential term of this Agreement, Developer 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.

[Signatures appear on the following two pages.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

PROPERTY OWNER

NORTH VILLAGE DEVELOPMENT LLC
Utah limited liability company

By: Mark 25, LLC, a Utah limited liability company
Manager of North Village Development LLC

By: _____
Name: Richard T. Wolper
Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:§.
CITY OF SALT LAKE)

On the 19th day of December, 2025, personally appeared before me Richard T. Wolper, who being by me duly sworn, did say that he is the Manager of Mark 25, LLC, which is the manager of North Village Development LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

RUSSELL C SKOUSEN
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 743466
COMM. EXP. 06-10-2029

CITY

Heber City

Heidi Franco

Heidi Franco, Mayor

Approved as to form and legality:

City Attorney

By:

Attest:

City Recorder

By:

HEBER CITY CORPORATE Seal WASATCH COUNTY, UTAH

HEBER CITY,
A political subdivision of the State of Utah

STATE OF UTAH
COUNTY OF WASATCH

This instrument was acknowledged before me on December 31st, 2025 by Heidi Franco as Mayor of Heber City, a political subdivision of the State of Utah.



Trina N Cooke
Notary Public

My Commission Expires 8/21/2026

EXHIBIT A

TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

Legal Description

(See Attached)

EXHIBIT A
Legal description

LEGAL DESCRIPTION: Real property in the County of Wasatch, State of Utah, described as
follows:

PARCEL 1:

BEGINNING WEST 1371 FEET AND NORTH 22° EAST 604 FEET AND NORTH 32 FEET FROM SOUTHEAST CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; NORTH 288 FEET MORE OR LESS TO POINT DUE EAST 648 FEET MORE OR LESS FROM POINT ON EASTERLY BANK WASATCH CANAL, WHICH POINT IS NORTH 835 FEET AND EAST 28 RODS AND EAST 231.2 FEET AND SOUTH 05°15' WEST 39.2 FEET FROM SOUTHWEST CORNER SOUTHEAST QUARTER SECTION 18; WEST 648 FEET MORE OR LESS TO CANAL; ALONG CANAL SOUTH 22°45' WEST 171.6 FEET; SOUTH 11° WEST 151.4 FEET; SOUTH 08° WEST 45.3 FEET; SOUTH 39° EAST 94 FEET; SOUTHEASTERLY ALONG CANAL TO POINT SOUTH 65° 828 FEET MORE OR LESS FROM BEGINNING.

Tax ID No.: 00-0007-7730

PARCEL 2:

BEGINNING WEST 1962.89 FEET AND NORTH 218.1 FEET FROM SOUTHEAST CORNER SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SOUTH 71° WEST 139.7 FEET; NORTH 20°14' WEST 914.2 FEET; EAST 438.1 FEET SOUTH 05°15' WEST 39.2 FEET; SOUTH 22°45' WEST 171.6 FEET; SOUTH 11° WEST 151.4 FEET; SOUTH 08° EAST 45.3 FEET; SOUTH 39° EAST 94 FEET; SOUTHEASTERLY ALONG CANAL TO BEGINNING.

Tax ID No.: 00-007-7623

PARCEL 3:

BEGINNING 860 FEET NORTH AND 28 RODS EAST OF SOUTHWEST CORNER OF THE SOUTHEAST QUARTER SECTION 18 TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; NORTH 27 RODS; NORTH 23° WEST 42.5 RODS; EAST 2 RODS; NORTH 23° WEST 30 RODS; NORTH 15 RODS; EAST 591 FEET; SOUTH 41 ° EAST 343 FEET; SOUTH 12°15' WEST 212 FEET; SOUTH 10°30' EAST 352 FEET; SOUTH 26°30' EAST 459 FEET; SOUTH 41° EAST 513 FEET; EAST 140 FEET; SOUTH 252 FEET MORE OR LESS; WEST 648 FEET MORE OR LESS TO EAST BANK OF WASATCH CANAL; NORTH 05°15' EAST 39.2 FEET; WEST 438.1 FEET TO HIGHWAY 40; NORTH 20°14' WEST ALONG HIGHWAY TO POINT DUE WEST OF BEGINNING; EAST 210 FEET MORE OR LESS TO BEGINNING.

Tax ID No.: 00-007-7664

PARCEL 4:

BEGINNING NORTH 0°31'27" WEST 2931.37 FEET AND EAST 4.32 FEET FROM SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; NORTH 01°34'13" EAST 541.148 FEET; NORTH 15°23'46" EAST 542.5 FEET; NORTH 89°41'44" WEST 172.936 FEET; SOUTH 0°31'23" EAST 1358.58 FEET; NORTH 89°31'18" EAST 621.085 FEET; NORTH 41°55'43" WEST 200.472 FEET; NORTH 10°39'26" WEST 141.749 FEET; WEST 459.219 FEET TO THE BEGINNING.

Tax ID No.: 00-0007-7458

PARCEL 5:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SOUTH ONE-QUARTER CORNER), RUNNING THENCE NORTH 00°31'27" WEST 2931.37 FEET ALONG THE WEST LINE THEREOF; THENCE EAST 4.32 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 40; THENCE NORTH 01°34'17" EAST 541.15; THENCE NORTH 15°23'38" EAST 542.50 FEET; THENCE SOUTH 89°42'19" EAST 380.82 FEET; THENCE SOUTH 11°10'07" EAST 194.68 FEET; THENCE SOUTH 46°40'07" EAST 166.19 FEET; THENCE SOUTH 18°49'53" WEST 761.62 FEET; THENCE SOUTH 10°40'07" EAST 36.77 FEET; THENCE WEST 459.23 FEET TO THE POINT OF BEGINNING.

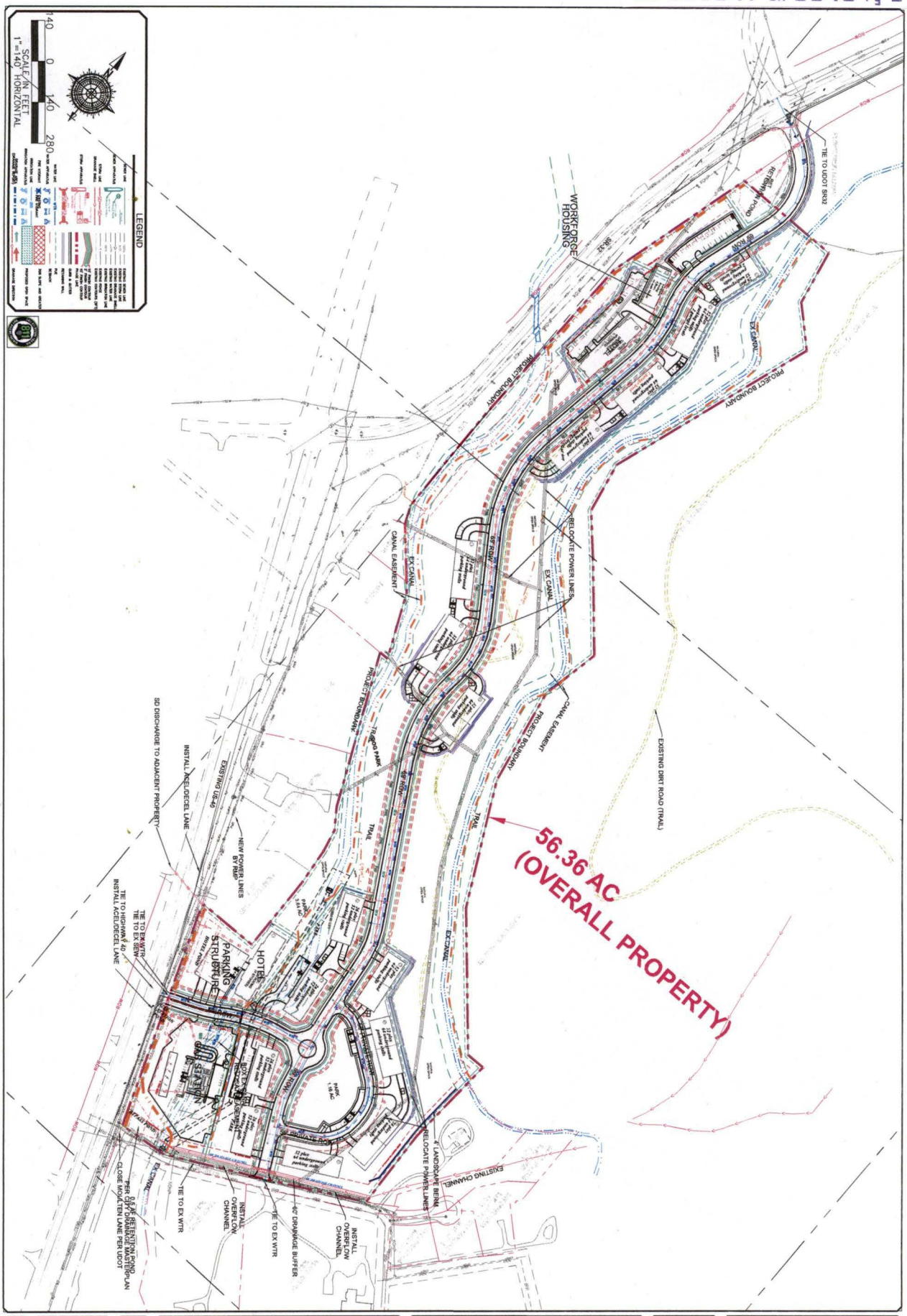
Tax ID No.: 00-0020-4584

ASSESSOR'S TAX PARCEL NOS.: 00-0007-7730, 00-0007-7623, 00-0007-7664, 00-0007-7458, 00-0020-4584

EXHIBIT B
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

Site Plan

(See Attached)



SHEET NO. 2

HEBER CITY

NORTH VILLAGE CROSSINGS

SITE PLAN

12-31-2024

GATEWAY CONSULTING, Inc
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

ORIG. DATE:	8-5-14
SURVEY BY:	
DRAWN BY :	GPW
DESIGNED BY :	GPW
CHECKED BY :	GPW
SCALE :	1"=140'

NO.	DESCRIPTION	DATE	APP'D

EXHIBIT C
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

North Fields

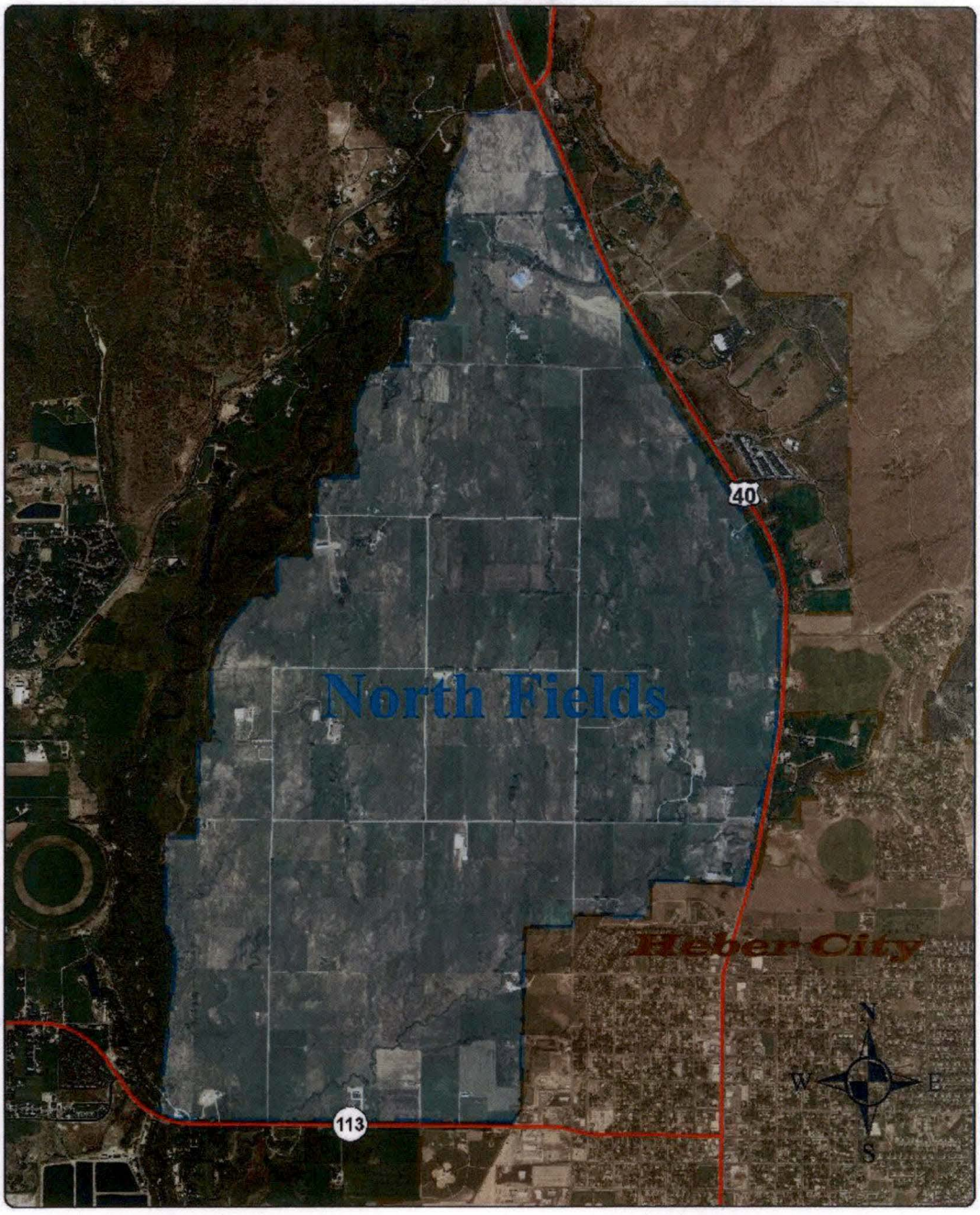
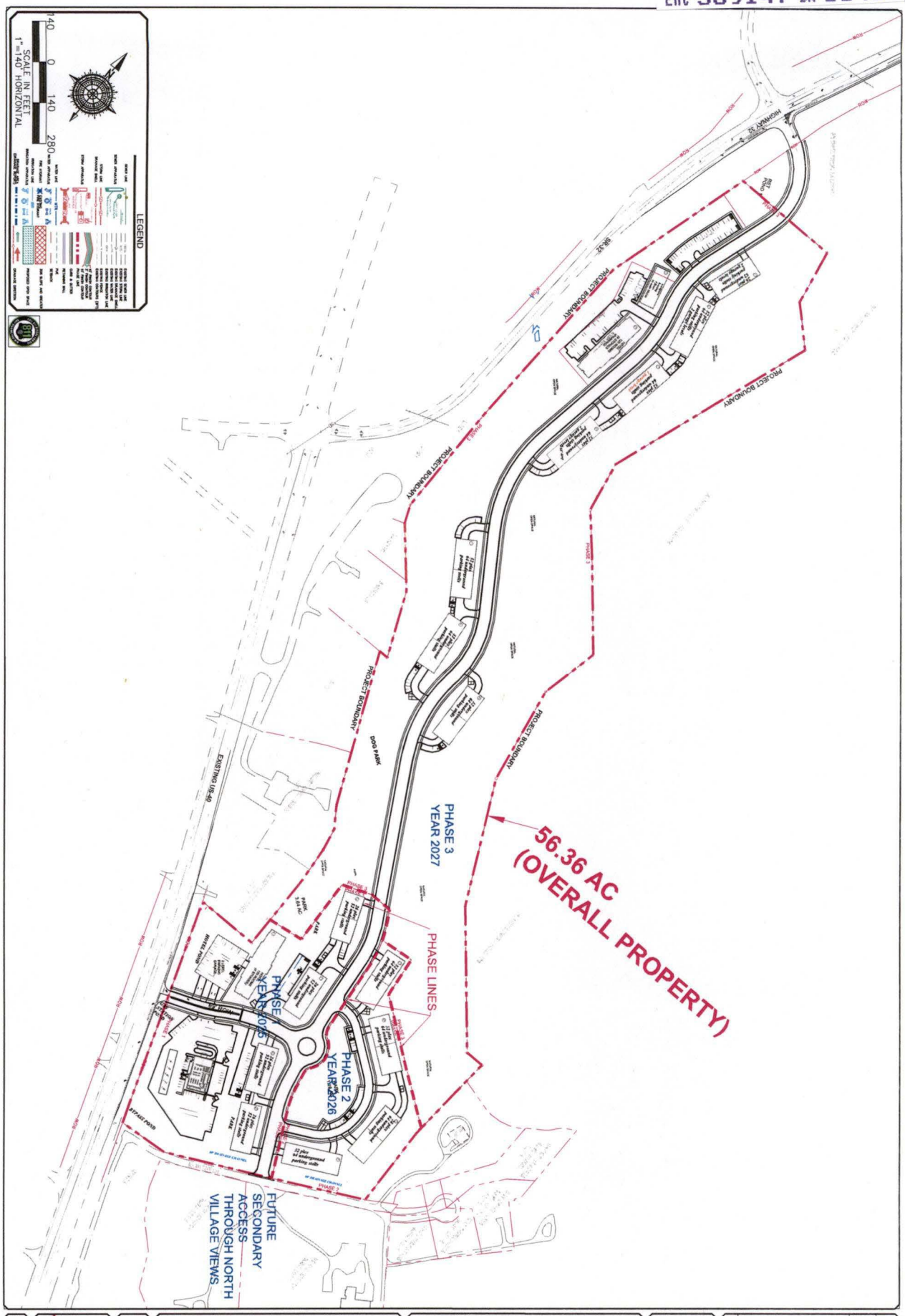


EXHIBIT D
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

Phasing Plan

(See Attached)



SHEET NO. 6

HEBER CITY

NORTH VILLAGE CROSSINGS

PHASING AND TIMING PLAN

12-31-2024

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

ORIG. DATE:	8-5-14
SURVEY BY:	
DRAWN BY :	GPW
DESIGNED BY :	GPW
CHECKED BY :	GPW
SCALE :	1"=140'

NO.	DESCRIPTION	DATE	APP'D

EXHIBIT E
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

ERU Calculation

18.21.020.2.2 Density

2.2 DENSITY

1. Base Sub-District Density Allocation Per Gross Acre: Overall property averages are subject to any Master Development Agreement (MDA) or Annexation Agreement (AA) documentation or any previously formal entitlements from approved plans for this particular property from Wasatch County government. Such agreements may include North Fields preservation requirements or the payment of fees for open space/agricultural land preservation.

1. NV: 4.5 ERUs per gross acre base density
2. NOS: 3.5 ERUs per gross acre, clustering required.
3. UV: Six ERUs per gross acre base density
4. RR: Two ERUs per gross acre, clustering encouraged.

These densities are essentially ranges that not all properties will be able to achieve. They are contingent on site design considerations, sensitive lands avoidance, City Stormwater Standards, water availability, as well as Federal, State, and local service providers/stakeholders processes and approvals, All development/ERUs may be subject to a negotiated preservation fee paid at the time of recording of any plats, in return for the increased flexibility provided for in this ordinance. As part of the overall residential density calculation, commercial ERUs (.86 ERU per every 2000 sq ft) shall be included in the residential density calculation.

2. ERU Density Definitions

ERUs		
Configuration	Notes	ERUs
Hotel or Motel Room, RV Pad, Small Studio or Student Housing Unit	Not to exceed 500 square feet	0.25
One Bedroom: Hotel Room, Apartment or Condo	Not to exceed 800 square feet	0.33
One or Two Bedroom: Apartment, Townhome, Cottage Home or Condo	Not to exceed 1,200 square feet	0.50
Apartment, Condo or Townhome	Not to exceed 1,600 square feet	0.75
All Other Residential Uses	Detached Single-family and other residential units over 1,600 sf	1.00

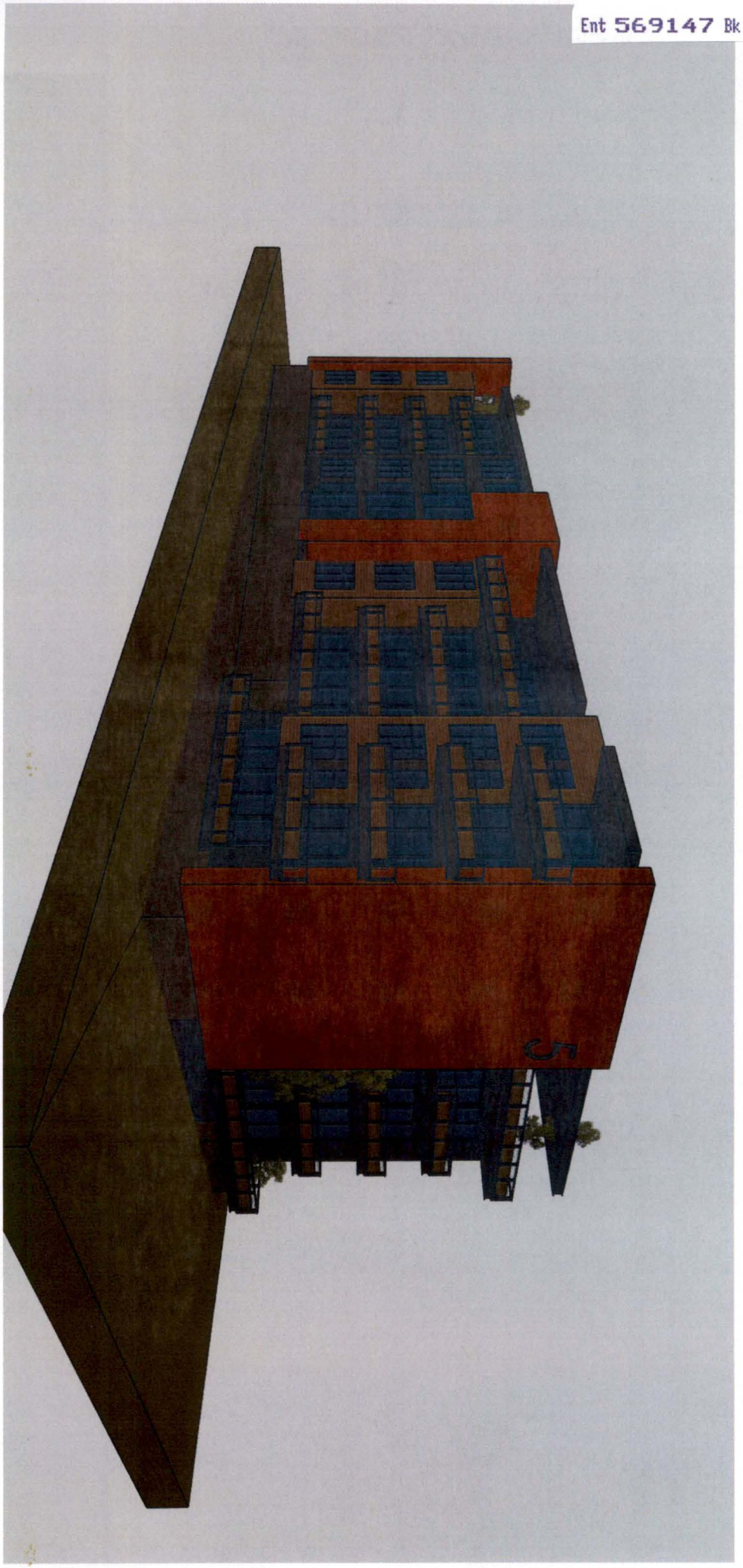
EXHIBIT F
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

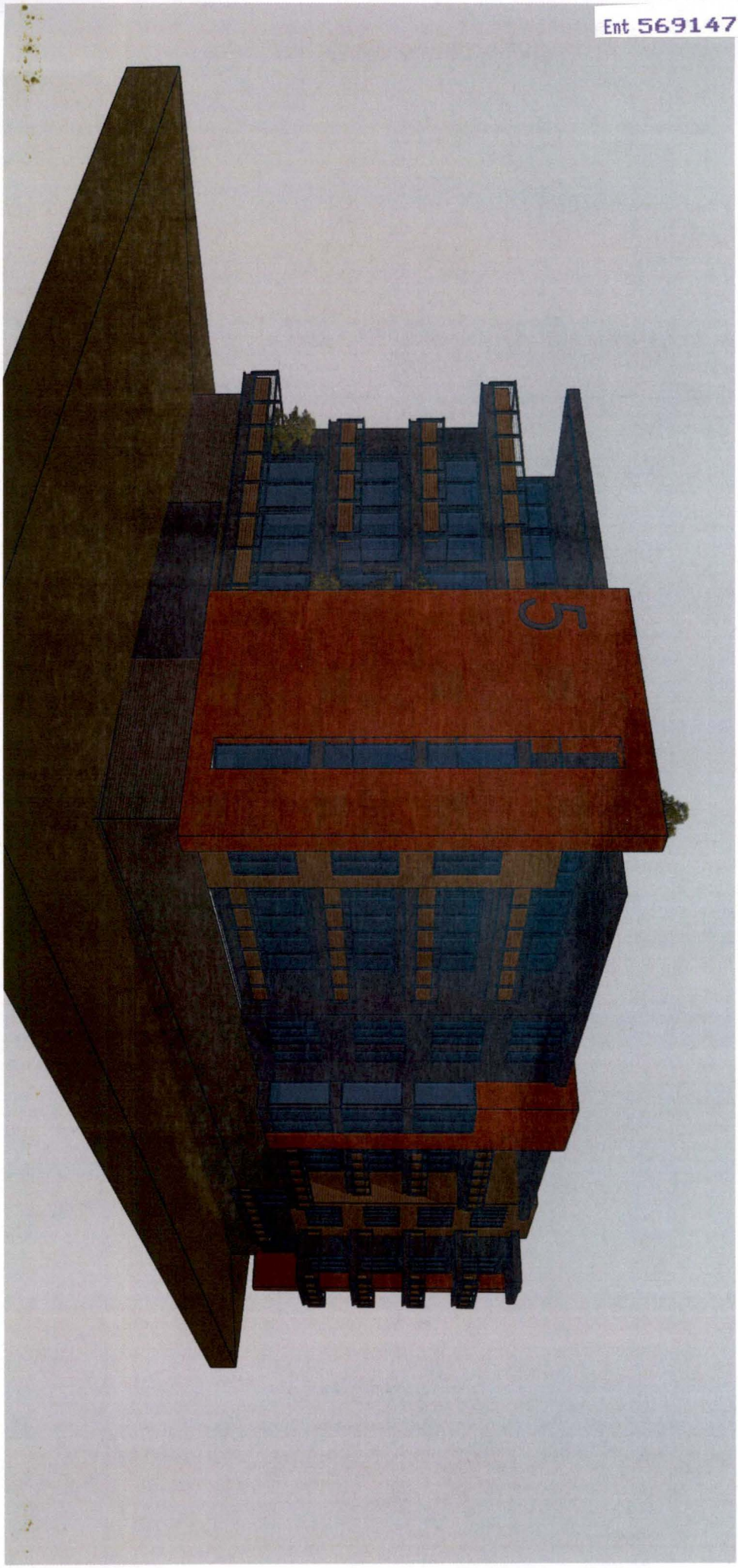
Building Elevations

(See Attached)

Ent 569147 Bk 1543 Pg

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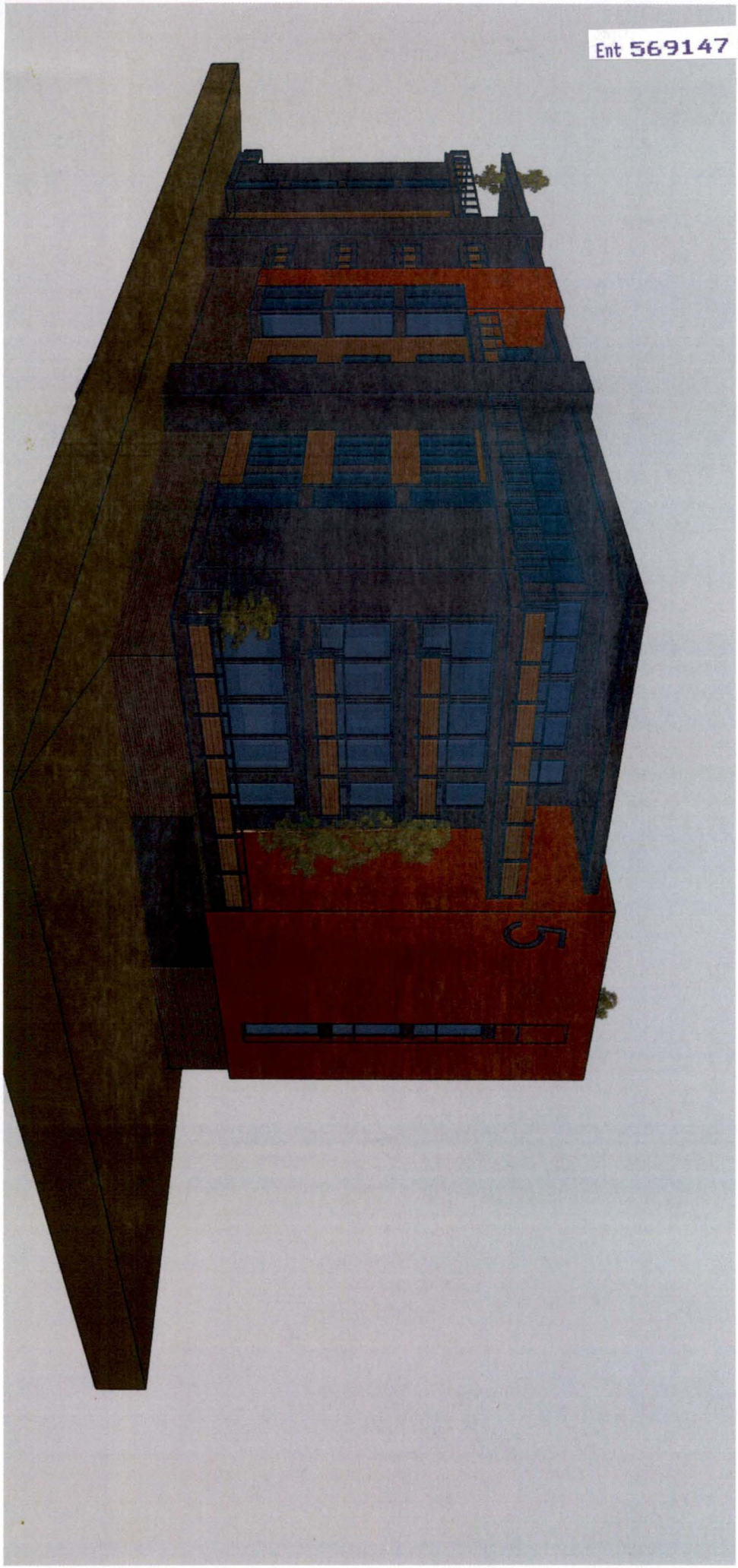

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EXHIBIT G
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

City's Vested Laws

For the City's Vested Laws, reference the North Village Overlay Zone (NVOZ), adopted by the City Council of Heber City, Utah, in Chapter 18.81 of Heber Municipal Code on March 16, 2021.

EXHIBIT H-1
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

Gas Station Canopy Design Example



EXHIBIT H-2
TO DEVELOPMENT AGREEMENT FOR NORTH VILLAGE CROSSINGS

Gas Station Canopy Lighting Example



EXHIBIT D

(CERTIFICATE OF ENGINEER)

CERTIFICATE OF ENGINEER

The undersigned project engineer for the proposed North Village Crossings Infrastructure Financing District (the "**District**") hereby certifies as follows:

1. I am a professional engineer, licensed under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, engaged to perform the necessary engineering services to determine the costs of the proposed infrastructure improvements benefitting property within the District.

2. The estimated costs of the public infrastructure and improvements to be acquired, constructed and/or installed benefitting property within the District exceeds $1,000,000. Said estimated costs are based on a review of construction contracts, quotes, concept drawings or preliminary engineering estimates for the type and location of said improvements as of the date hereof.

DATED this 13th day of August, 2026.

By: _____

Company Gateway Consulting, Inc

Name of Person Signing G. Paul Watson

EXHIBIT E

(NOTICE OF IMPENDING BOUNDARY ACTION)

(North Village Crossings Infrastructure Financing District)

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that a Petition proposing the creation of the North Village Crossings Infrastructure Financing District has been certified by the County Clerk of Wasatch County, Utah. A copy of the *Final Local Entity Plat of North Village Crossings Infrastructure Financing District* satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Wasatch County, Utah, is attached hereto and incorporated by this reference. The Petitioner hereby certifies that all requirements applicable to the creation of the District have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Petitioner hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 18th day of August 2026.

By: _____
Richard T. Wolper

VERIFICATION

STATE OF UTAH)
ss:
COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN to before me this 18th day of August 2026.

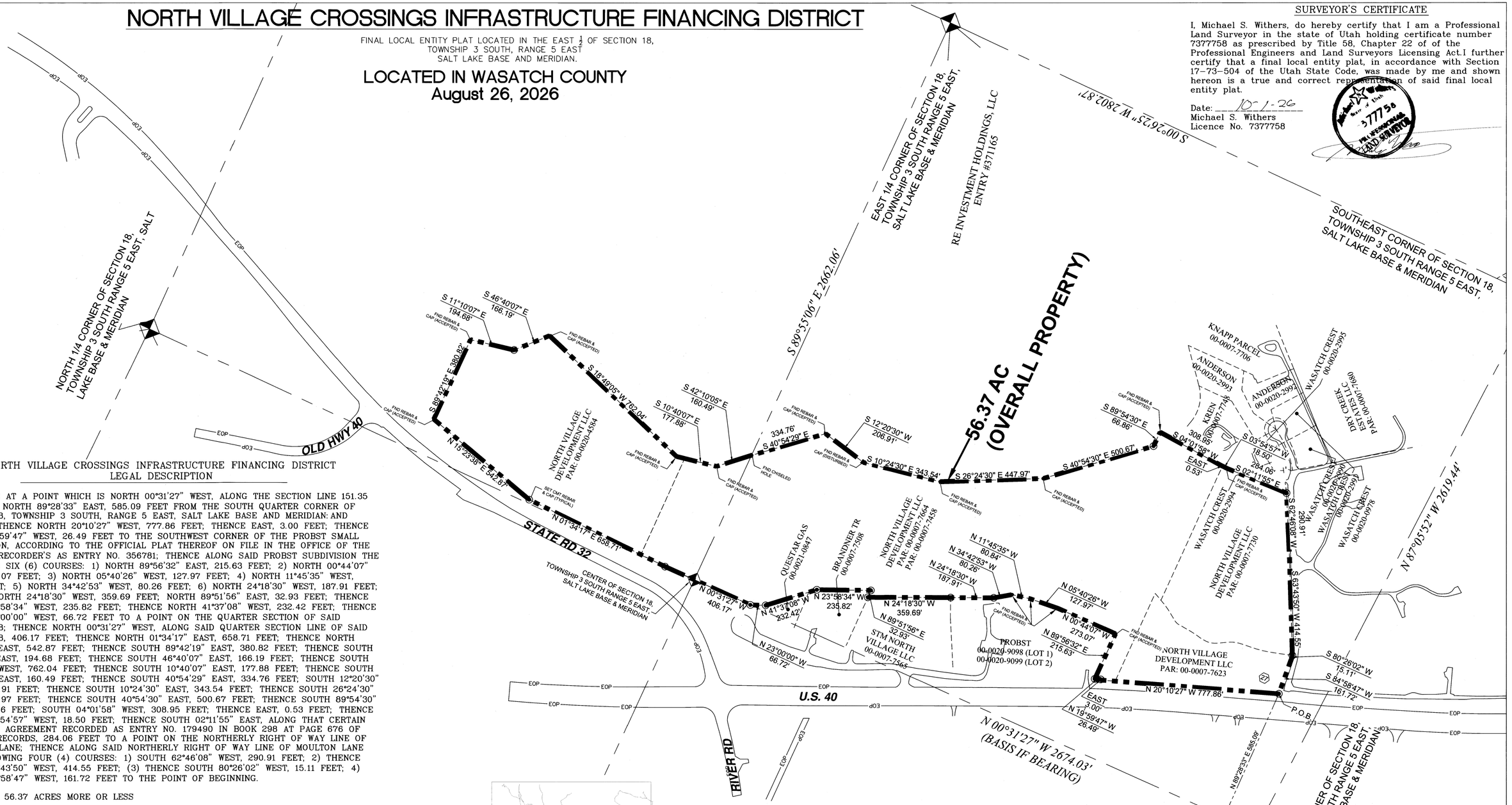
RUSSELL C SKOUSEN
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 743466
COMM. EXP. 06-10-2029

_____
Notary Public

NORTH VILLAGE CROSSINGS INFRASTRUCTURE FINANCING DISTRICT

FINAL LOCAL ENTITY PLAT LOCATED IN THE EAST ½ OF SECTION 18,
TOWNSHIP 3 SOUTH, RANGE 5 EAST
SALT LAKE BASE AND MERIDIAN.

LOCATED IN WASATCH COUNTY
August 26, 2026



NORTH VILLAGE CROSSINGS INFRASTRUCTURE FINANCING DISTRICT
LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 00°31'27" WEST, ALONG THE SECTION LINE 151.35 FEET AND NORTH 89°28'33" EAST, 585.09 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN: AND RUNNING THENCE NORTH 20°10'27" WEST, 777.86 FEET; THENCE EAST, 3.00 FEET; THENCE NORTH 19°59'47" WEST, 26.49 FEET TO THE SOUTHWEST CORNER OF THE PROBST SMALL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE WASATCH RECORDER'S AS ENTRY NO. 356781; THENCE ALONG SAID PROBST SUBDIVISION THE FOLLOWING SIX (6) COURSES: 1) NORTH 89°56'32" EAST, 215.63 FEET; 2) NORTH 00°44'07" WEST, 273.07 FEET; 3) NORTH 05°40'26" WEST, 127.97 FEET; 4) NORTH 11°45'35" WEST, 80.84 FEET; 5) NORTH 34°42'53" WEST, 80.26 FEET; 6) NORTH 24°18'30" WEST, 187.91 FEET; THENCE NORTH 24°18'30" WEST, 359.69 FEET; NORTH 89°51'56" EAST, 32.93 FEET; THENCE NORTH 23°58'34" WEST, 235.82 FEET; THENCE NORTH 41°37'08" WEST, 232.42 FEET; THENCE NORTH 23°00'00" WEST, 66.72 FEET TO A POINT ON THE QUARTER SECTION OF SAID SECTION 18; THENCE NORTH 00°31'27" WEST, ALONG SAID QUARTER SECTION LINE OF SAID SECTION 18, 406.17 FEET; THENCE NORTH 01°34'17" EAST, 658.71 FEET; THENCE NORTH 15°23'38" EAST, 542.87 FEET; THENCE SOUTH 89°42'19" EAST, 380.82 FEET; THENCE SOUTH 11°10'07" EAST, 194.68 FEET; THENCE SOUTH 46°40'07" EAST, 166.19 FEET; THENCE SOUTH 18°49'05" WEST, 762.04 FEET; THENCE SOUTH 10°40'07" EAST, 177.88 FEET; THENCE SOUTH 42°10'05" EAST, 160.49 FEET; THENCE SOUTH 40°54'29" EAST, 334.76 FEET; SOUTH 12°20'30" WEST, 206.91 FEET; THENCE SOUTH 10°24'30" EAST, 343.54 FEET; THENCE SOUTH 26°24'30" EAST, 447.97 FEET; THENCE SOUTH 40°54'30" EAST, 500.67 FEET; THENCE SOUTH 89°54'30" EAST, 66.86 FEET; SOUTH 04°01'58" WEST, 308.95 FEET; THENCE EAST, 0.53 FEET; THENCE SOUTH 03°54'57" WEST, 18.50 FEET; THENCE SOUTH 02°11'55" EAST, ALONG THAT CERTAIN BOUNDARY AGREEMENT RECORDED AS ENTRY NO. 179490 IN BOOK 298 AT PAGE 676 OF OFFICIAL RECORDS, 284.06 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MOULTON LANE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MOULTON LANE THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 62°46'08" WEST, 290.91 FEET; 2) THENCE SOUTH 63°43'50" WEST, 414.55 FEET; (3) THENCE SOUTH 80°26'02" WEST, 15.11 FEET; 4) SOUTH 84°58'47" WEST, 161.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 56.37 ACRES MORE OR LESS

SURVEYOR'S CERTIFICATE

I, Michael S. Withers, do hereby certify that I am a Professional Land Surveyor in the state of Utah holding certificate number 7377758 as prescribed by Title 58, Chapter 22 of of the Professional Engineers and Land Surveyors Licensing Act.I further certify that a final local entity plat, in accordance with Section 17-73-504 of the Utah State Code, was made by me and shown hereon is a true and correct representation of said final local entity plat.

Date: 10-1-26
Michael S. Withers
Licence No. 7377758

ENGINEER OF RECORD

GATEWAY CONSULTING, inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

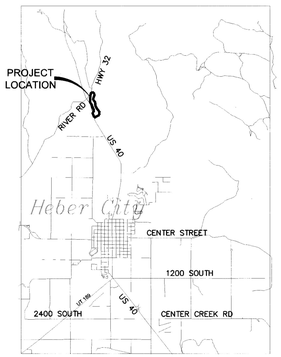
CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT

SURVEYOR OF RECORD

CMT TECHNICAL SERVICES
2796 S. REDWOOD RD • WEST VALLEY CITY, UT 84119
PHONE: (801) 908-5859

MATERIALS TESTING • INSPECTION SERVICES • LAB TESTING • GEOTECHNICAL
ENVIRONMENTAL • CIVIL ENGINEERING • TRANSPORTATION ENGINEERING
SURVEYING • CONSTRUCTION MANAGEMENT • SPECIALTY LAB

LEGEND
PROJECT BOUNDARY LINE
SECTION LINE



200 0 200 400
SCALE IN FEET
1"=200' (24"x36" SIZE ONLY)

Date: 9-18-2026
File: NORTH VILLAGE CROSSINGS IFD EXHIBIT

INFRASTRUCTURE FINANCING DISTRICT BOARD MEMBER

APPROVED AND ACCEPTED ON THIS 1st DAY OF October, 2026

NORTH VILLAGE CROSSINGS IFD BOARD MEMBER

WASATCH COUNTY CLERK-AUDITOR

REVIEWED AND APPROVED
THIS 2nd DAY OF October, 2026 BY
THE WASATCH COUNTY CLERK-AUDITOR

STATE OF UTAH COUNTY CLERK

WASATCH COUNTY CLERK-AUDITOR

COUNTY SURVEYOR

APPROVED AS TO FORM

SIGNED 2ND DAY OF October, 2026

COUNTY SURVEYOR DATE

SHEET NO 1/1

WASATCH COUNTY RECORDER

NO. _____ BOOK _____ PAGE _____ DATE _____
STATE OF UTAH, COUNTY OF WASATCH, TIME _____, FEE _____
RECORDED AND FILED AT THE REQUEST OF _____

COUNTY RECORDER