STATE OF UTAH

OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of annexation known as the BUSH ANNEXATION located in HEBER CITY, dated JANUARY 20, 2026, complying with §67-1a-6.5, Utah Code Annotated, 1953, as amended.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 3rd day of FEBRUARY, 2026 at Salt Lake City, Utah.

DEIDRE M. HENDERSON
Lieutenant Governor

Certificate #278684

HEART OF THE WASATCH BACK

HEBER CITY
est 1889

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

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

January 20, 2026

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

RE: Bush Annexation

To Lt. Governor Henderson:

During the November 18th, 2025, Heber City Council meeting, the Heber City Council adopted Ordinance 2025-25 approving an annexation titled the Bush Annexation, aka Enterprise West, amending the common boundaries as designated in the City's Annexation Policy Plan. The annexation parcel consists of 1.863 acres located at approximately 3490 N. Highway 40, in Wasatch County, Utah 84032-8144.

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

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

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

Heber City
c/o Trina Cooke
City Recorder
75 North Main Street
Heber City, UT 84032

If you have any questions, please feel free to call me at 435-657-7886.

Sincerely,

Trina N. Cooke
City Recorder

HEBER CITY CORPORATE Seal WASATCH COUNTY UTAH

EXHIBIT A

BUSH ANNEXATION LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES SOUTH 00°30'30" EAST 824.67 FEET AND WEST 1574.64 FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING AT THE CURRENT HEBER CITY BOUNDARY ACCORDING TO THE NORTH VILLAGE ANNEXATION (ENTRY NO. 530700) AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 40, SAID POINT OF BEGINNING BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5,258.78 FEET AND FROM WHICH POINT A RADIAL LINE BEARS N61°57'30"E; THENCE 461.44 FEET ALONG SAID CURVE AND SAID HIGHWAY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 05°01'39", WITH A CHORD BEARING AND DISTANCE OF N25°31'41"W 461.29 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N70°38'08"E 388.65 FEET TO SAID HEBER CITY BOUNDARY; THENCE ALONG SAID HEBER CITY BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) S83°17'54"E 58.21 FEET, (2) S27°29'28"E 120.99 FEET, (3) S69°59'44"W 398.58 FEET, (4) S24°49'56"E 150.13 FEET, (5) N68°41'35"E 24.24 FEET, (6) S18°56'53"E 154.68 FEET, (7) S63°59'24"W 47.68 FEET TO THE POINT OF BEGINNING.

AREA IS 1.863 ACRES.

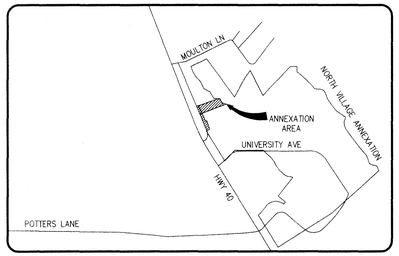
BUSH ANNEXATION
LOCAL ENTITY PLAT
FOR HEBER CITY, UTAH

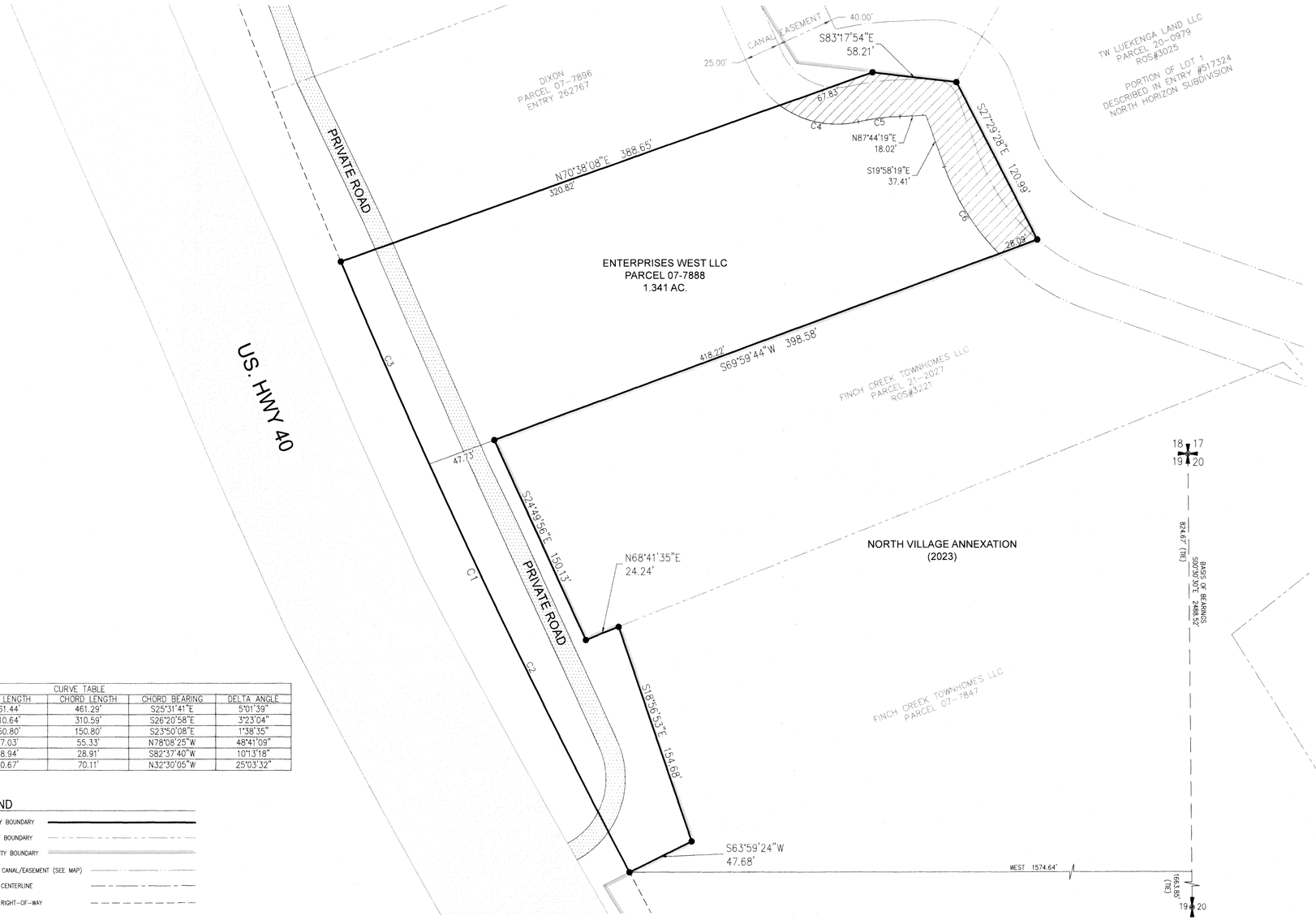
LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

40 0 20 40

1 INCH = 40 FT
(SCALE IN FEET)

VICINITY MAP





CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5258.78'	461.44'	461.29'	S25°31'41"E	5°01'39"
C2	5258.78'	310.64'	310.59'	S26°20'58"E	3°23'04"
C3	5258.78'	150.80'	150.80'	S23°50'08"E	1°38'35"
C4	67.11'	57.03'	55.33'	N78°08'25"W	48°41'09"
C5	162.24'	28.94'	28.91'	S82°37'40"W	10°13'18"
C6	161.59'	70.67'	70.11'	N32°30'05"W	25°03'32"

LEGEND

- PROPERTY BOUNDARY
- ADJACENT BOUNDARY
- HEBER CITY BOUNDARY
- WASATCH CANAL/EASEMENT (SEE MAP)
- HIGHWAY CENTERLINE
- HIGHWAY RIGHT-OF-WAY

SURVEYOR'S CERTIFICATE

I, BRIAN BALLS, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REF. NO. 334532-2201) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF GARY BUSH.

2. THE LAND SURVEYED LIES WITHIN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, AND THE SURVEY WAS COMPLETED DURING DECEMBER 2023.

3. THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH TITLE 17, CHAPTER 73, PART 504, OF THE UTAH CODE.

4. THE MONUMENTS DEPICTED AS FOUND AND/OR SET ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

Brian M. Balls

BRIAN BALLS
PROFESSIONAL LAND SURVEYOR

No. 334532-2201
BRIAN BALLS
1/13/26
SURVEYOR'S SEAL

BOUNDARY LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES SOUTH 00°30'30" EAST 824.67 FEET AND WEST 1574.64 FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING AT THE CURRENT HEBER CITY BOUNDARY ACCORDING TO THE NORTH VILLAGE ANNEXATION (ENTRY NO. 530700) AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 40;

SAID POINT OF BEGINNING BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5,258.78 FEET AND FROM WHICH POINT A RADIAL LINE BEARS N61°57'30"E; THENCE 461.44 FEET ALONG SAID CURVE AND SAID HIGHWAY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 05°01'39", WITH A CHORD BEARING AND DISTANCE OF N25°31'41"W 461.29 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N70°38'08"E 388.65 FEET TO CURRENT HEBER CITY BOUNDARY; THENCE ALONG SAID HEBER CITY BOUNDARY THE FOLLOWING SEVEN COURSES: (1) S83°17'54"E 58.21 FEET, (2) S27°29'28"E 120.99 FEET, (3) S69°59'44"W 398.58 FEET, (4) S24°49'56"E 150.13 FEET, (5) N68°41'35"E 24.24 FEET, (6) S18°56'53"E 154.68 FEET, (7) S63°59'24"W 47.68 FEET TO THE POINT OF BEGINNING.

ANNEXATION AREA CONTAINS 1.863 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 00°30'30" WEST 2488.52 FEET BETWEEN THE EAST ONE-QUARTER CORNER AND NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN IN CONFORMANCE WITH UTAH STATE PLANE COORDINATE 1983 CENTRAL ZONE BEARINGS.

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, UTAH APPROVES THIS ANNEXATION SUBJECT TO THE CONDITIONS IN THE ANNEXATION DEVELOPMENT AGREEMENT TO BE RECORDED CONCURRENTLY WITH THIS PLAT THIS DAY OF 14th January, 2026

Heidi Franco
MAYOR

Tina Wilgus
CLERK-RECORDER

HEBER CITY CORPORATION Seal WASATCH COUNTY, UTAH

PLANNING DIRECTOR APPROVAL

APPROVED THIS 14th DAY OF January, 2026, BY THE PLANNING DIRECTOR OF HEBER CITY.

PLANNING DIRECTOR Designee

WASATCH COUNTY SURVEYOR

APPROVED AS TO FORM THIS 14th DAY OF January, 2026

ROS #

COUNTY SURVEYOR

WASATCH COUNTY RECORDER

ENTRY #: _____ DATE: _____ TIME: _____

FEE: _____ BOOK: _____ PAGE: _____ FOR: _____

BY WASATCH COUNTY RECORDER MARCY M. MURRAY

K:\23006547- GARY BUSH - BUSH NV ANNEXATION\23006547 GARY BUSH NORTH VILLAGE GB ANNEXATION\WORKING FILES\SURVEY\DWG\23006547 BUSH - NORTH VILLAGE ANNEX.DWG

PROJECT 23006547
SHEET 1 OF 1

BUSH ANNEXATION LOCAL ENTITY PLAT
FOR HEBER CITY, UTAH
LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

LOCATED IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SLB&M
WASATCH COUNTY, UTAH

DRAWN BY: MPJ
REVIEWED BY: BMB
ISSUE DATE: 01/09/2026

ATWELL
866.850.4200 www.atwell-group.com
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

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ATWELL GROUP

DRAWING ALTERATION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

ORDINANCE NO. 2025-25

AN ORDINANCE ANNEXING PROPERTY KNOW AS THE BUSH ANNEXATION LOCATED AT APPROXIMATELY 3450 NORTH HWY 40, HEBER CITY, WASATCH COUNTY, STATE OF UTAH.

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

WHEREAS, The Bush Annexation furthers the Envision Heber 2050 General Plan, adopted by Heber City.

BE IT ORDAINED by the City Council of Heber City, Utah, that the property known as Bush Annexation, as described in Exhibit A, attached hereto and incorporated herein, is hereby annexed into the City of Heber City and zoned as the University Village Designation in the North Village Overlay Zone. The agreement outlined in Exhibit B is hereby adopted as part of this ordinance.

This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED and ORDERED TO BE PUBLISHED BY THE HEBER CITY COUNCIL this 18th day of November 2025.

	AYE	NAY	ABSENT	ABSTAIN
Yvonne Barney		V		
Aaron Cheatwood	X			
Michael Johnston				Recused
Sid Ostergaard	X			
D. Scott Phillips	X			

APPROVED:

Heidi Franco
Mayor Heidi Franco

HEBER CITY CORPORATE Seal WASATCH COUNTY, UTAH

ATTEST:

Trina W Cobbley Date: 11/18/2026
RECORDER

Exhibit A

EXHIBIT A

BUSH ANNEXATION LEGAL DESCRIPTION

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AREA IS 1.863 ACRES.

Exhibit B

When recorded return to:

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

Parcel No. 00-0007-7888

DEVELOPMENT AGREEMENT
(Enterprise West Annexation)

THIS DEVELOPMENT AGREEMENT is entered into this 7th day of October, 2025, by and between **Heber City**, a Utah municipality ("City"), and **Enterprise West, LLC,** a Utah limited liability company ("Owner"). Owner and City are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Owner is the owner of an approximately 1.34 acres of real property located at approximately 3450 N US 40 (the "Property"). An annexation plat including a legal description of the Property is attached hereto as Exhibit A; and

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

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

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

WHEREAS, the City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, *et. seq.,* in compliance with the Heber City Land Use Code, and in furtherance of its land use policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the Property, and therefore has elected to approve and enter into this Agreement to advance the policies, goals and objectives of the City, and to promote the health, safety and general welfare of the public.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. **Zoning**. Upon annexation into the City, the Property shall be zoned University Village (UV) and shall be used and developed consistent with the requirements of the UV Zone.

2. **Future Development of the Property**. Unless and until a new frontage road is constructed to city standards along the west side of the Property, development of the Property is limited to a storage barn as noted in paragraph 5. Any development beyond the storage barn requires public utilities and a public (or private) road built to city road standards along the west frontage of the property.

3. **Affordable Housing**.

a. Requirements. If residential units are developed on the property, owner shall provide at least one affordable housing ERU for each ten market rate ERU's, or portion thereof, on the Property. Affordable housing units shall be sold or rented, as applicable, at sixty percent (60%) or less of the area median income (AMI) in Wasatch County, Utah adjusted for normal associated expenses including property taxes, utilities, and HOA fees. Affordable housing units must be comparable in size, amenities and materials to the average market rate unit on the Property. All affordable housing units shall be subject to restrictive covenants that shall be in a form provided by the City. 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.

b. Timing. All affordable housing units shall be completed and made available no later than issuance of a certificate of occupancy for 70% of the market rate units.

4. **North Fields Preservation.** Prior to recording a subdivision plat for the Property, Owner shall pay to the City a one-time fee equal to $2,500 per residential ERU (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 purchase of development rights. The City agrees that the North Fields Preservation Fee shall not be charged for Development Units constructed and operated and/or sold as affordable housing.

5. **Construction of Storage Barn.** City agrees that Owner may construct a Barn structure (the "Barn") on the Property that is no larger than 80 feet by 40 feet and does not exceed 26 feet in height. The Barn shall be located no less than 30 feet from any property line. Except as provided in this paragraph, the Barn shall be subject to and comply with all City zoning and building requirements.

6. **Outdoor Storage of Materials.** Owner currently has wood, bricks and other building materials (the "Materials") on the Property that are being stored outside at the southeast corner of the Property. Photographs showing the Materials are attached hereto as Exhibit B. Prior to July 30, 2026, Owner shall relocate all the Material into the Barn or remove the Materials from the Property if the Barn is not complete. Owner agrees that no additional Materials may be stored outside on the Property.

7. **Removal of Existing Structures**. On or before July 30, 2026, Owner agrees to remove the three existing structures on the Property, which structures are shown in the pictures attached hereto as Exhibit C.

8. **Vested Rights.** The Parties intend that this Agreement grants to Owner all rights to develop the Project in fulfillment of this Agreement, the City's current laws (the "Vested Laws"), and the zoning of the Property. The Parties specifically intend that this Agreement grant to Owner the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2025).

9. **Exceptions to Vested Rights.** The vested rights are subject to the following exceptions:

a. Agreed to Regulations. City's future laws or other regulations to which the Owner agrees in writing;

b. State and Federal Compliance. City's future laws or other regulations that are enacted or required to comply with State or Federal laws or regulations;

c. Development Review Processes. Amendments or changes to the City's application processes, review criteria, required application materials or submittal checklists that are generally applicable, and do not materially impact the ability of Owner to develop the Project in accordance with this Agreement;

d. Safety Codes. Any City's future laws that are updates or amendments to building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are enacted to meet legitimate concerns related to public health, safety or welfare;

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

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

g. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

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

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

j. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(ii)(A) (2025).

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

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

10.2. Cure. Following receipt of a Default Notice, the defaulting Party shall have thirty (30) days in which to cure such claimed Default (the "Cure Period"). If more than 30 days is required for such cure, the defaulting Party shall have such additional time as is reasonably necessary under the circumstances in which to cure such Default so long as the defaulting Party commences such cure within the Cure Period and pursues such cure with reasonable diligence. City may, in City's sole discretion, withhold permits or approvals during any Cure Period.

10.3. Owner's Exclusive Remedy. Owner's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. **IN NO EVENT SHALL CITY BE LIABLE TO OWNER, ITS SUCCESSORS OR ASSIGNS, OR ANY OWNER, PROPERTY OWNER OR OTHER PARTIES UNDER THIS AGREEMENT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES**.

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

10.5. Bonding. In addition to all other remedies available to City, Owner shall post a cash bond in the amount of $30,000 (the "Bond"). If Owner fails to comply with the

requirements of Sections 5 or 6, City may, at City's discretion, enter onto the Property and utilize the Bond to remove any material or structures that violate Sections 5 or 6. Once the improvements are completed in accordance with Sections 5 and 6, City shall release the Bond to Owner.

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

12. **Entire Agreement**. This Agreement, including its Exhibits, contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Owner.

13. **Time is of the essence**. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.

14. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue for a period of twenty (20) years. Unless otherwise agreed between the City and the Owner, the Owner's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

15. **No Third-Party Beneficiary Rights**. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

16. **Recording.** This Agreement shall be recorded with the Wasatch County Recorder as soon as reasonably practicable and no later than thirty (30) days after a binding vote of the City Council approving the Agreement. The City Recorder shall cause to be recorded, at the Owner's expense, a fully executed copy of this Agreement in the Official Records of the County of Wasatch no later than the date on which the first plat for the Project is recorded.

17. **Notices.** Any notice or communication required hereunder between the City and the Owner must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (1) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United State mail. If personally delivered, a notice shall be deemed

to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

The City:

Heber City Manager
75 N Main Street
Heber City, UT 84032

Owner

Enterprise West, LLC
P.O. Box 113
Park City, UT 84060-0113

18. **Bodily Injury and Property Damage Insurance**. Owner agrees to and shall indemnify and hold the City and its elected and appointed boards, officers, agents, employees, and consultants harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) rising from or as a result of the death of any person or any accident, injury, loss or damage to any person or property directly caused by any acts done or omissions of Owner or its agents, servants, employees or contractors in connection with this Agreement, except for willful misconduct or negligent acts or omissions of the City or its elected or appointed boards, officers, agents, employees or consultants.

19. **Attorneys' Fees.** If any action is brought because of an alleged default under, or to enforce or interpret this Agreement, including failure to reimburse City for costs under paragraph 8.4, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fee and related costs (including those incurred in connection with any appeal), the amount of which will be fixed by the court and made a part of any judgment rendered. Jurisdiction and venue for enforcement of this Agreement shall be in the Fourth District Court, Wasatch County, State of Utah.

20. **Binding Effect.** If Owner conveys any portion of the Property or buildings to one or more owners or sub-Owners, the property so conveyed shall have the same rights, privileges, and shall be subject to the same limitations and rights of the City, applicable to such properties under this Agreement prior to such conveyance, without any required approval, review, or consent by the City, except as otherwise provided herein.

21. **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.

22. **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.

23. **Other Necessary Acts**. Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

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

25. **Amendment**. Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in the specific lot, or other portion of the Project. Each person or entity (other than the City and the Owner) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Property at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section. Each such person or entity agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Owner.

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

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

DATED this 14th day of Jan., 2026.

HEBER CITY:

By: Heidi Franco
Heidi Franco, Mayor

ATTEST:

Heber City Recorder

HEBER CITY CORPORATE Seal WASATCH COUNTY, UTAH

DATED this 12 day of January, 2026.

Enterprise West, LLC

By: _____

Print Name: Gary Bush

Title: Manager Enterprises West LLC

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

On this 12 day of January, 2026, personally appeared before me Gary Bush, who duly acknowledged to me that he had authority to and did execute the foregoing document on behalf of Enterprise West, LLC.

LAURA MARSH
Notary Public - State of Utah
Comm. No. 744272
My Commission Expires on
Jul 29, 2029

Laura Marsh
NOTARY PUBLIC

4915-9361-9827, v. 2

EXHIBIT A

BUSH ANNEXATION LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES SOUTH 00°30'30" EAST 824.67 FEET AND WEST 1574.64 FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING AT THE CURRENT HEBER CITY BOUNDARY ACCORDING TO THE NORTH VILLAGE ANNEXATION (ENTRY NO. 530700) AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 40, SAID POINT OF BEGINNING BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5,258.78 FEET AND FROM WHICH POINT A RADIAL LINE BEARS N61°57'30"E; THENCE 461.44 FEET ALONG SAID CURVE AND SAID HIGHWAY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 05°01'39", WITH A CHORD BEARING AND DISTANCE OF N25°31'41"W 461.29 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N70°38'08"E 388.65 FEET TO SAID HEBER CITY BOUNDARY; THENCE ALONG SAID HEBER CITY BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) S83°17'54"E 58.21 FEET, (2) S27°29'28"E 120.99 FEET, (3) S69°59'44"W 398.58 FEET, (4) S24°49'56"E 150.13 FEET, (5) N68°41'35"E 24.24 FEET, (6) S18°56'53"E 154.68 FEET, (7) S63°59'24"W 47.68 FEET TO THE POINT OF BEGINNING.

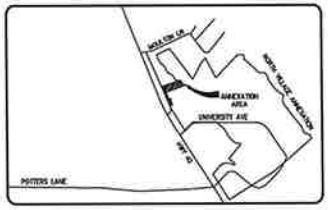
AREA IS 1.863 ACRES.

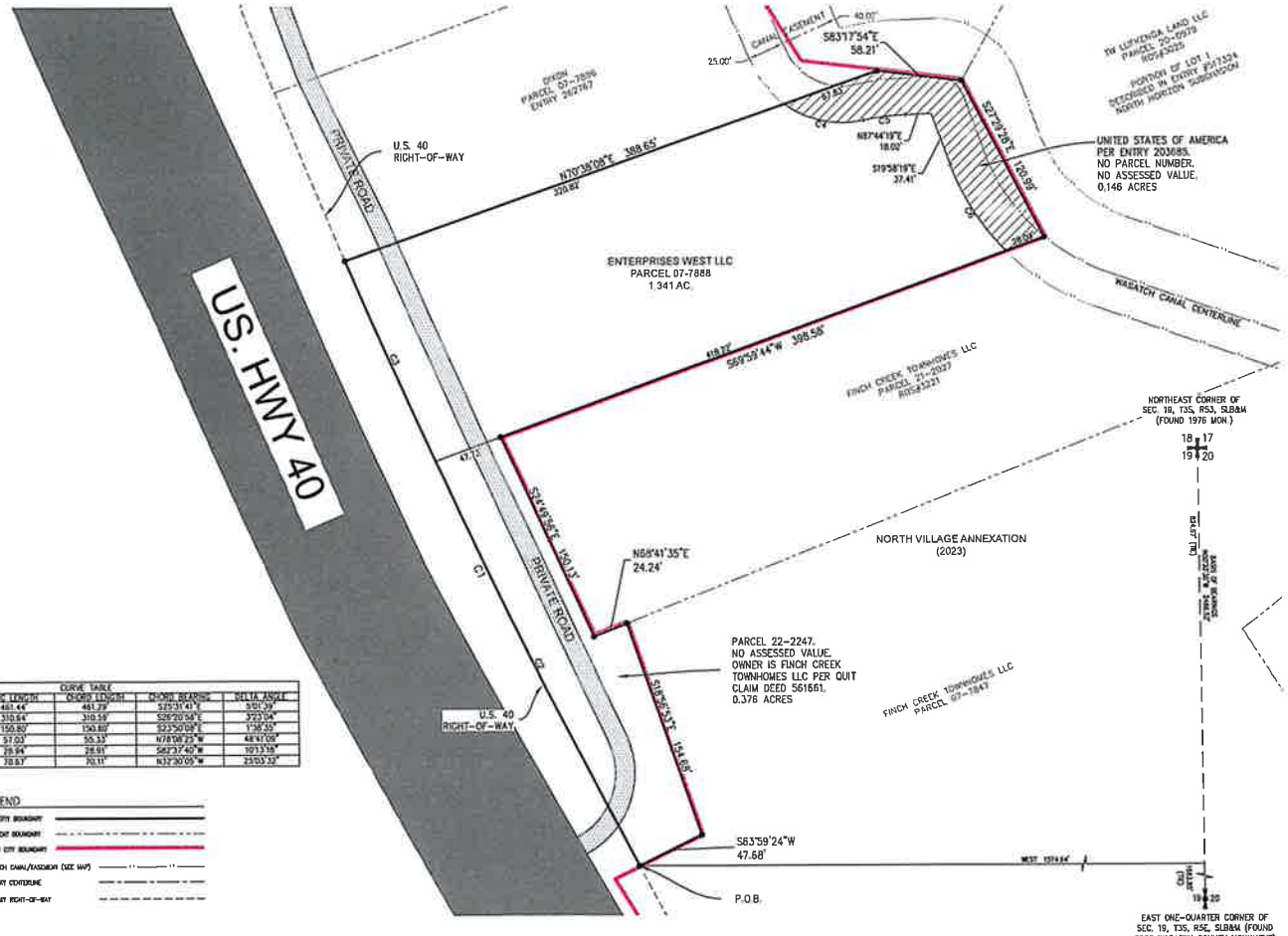
BUSH ANNEXATION
HEBER CITY, UTAH

LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

1 INCH = 40 FT
(SCALE IN FEET)

VICINITY MAP





CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5256.78'	461.44'	461.29'	S25°31'41"E	5°01'39"
C2	5256.78'	310.64'	310.59'	S26°20'58"E	3°23'04"
C3	5256.78'	150.80'	150.80'	S23°50'08"E	1°38'35"
C4	87.17'	57.03'	55.33'	N78°08'25"W	48°47'09"
C5	162.24'	28.94'	28.91'	S62°37'40"W	10°13'38"
C6	161.59'	78.83'	70.11'	N32°30'09"W	25°03'32"

LEGEND

- PROPERTY BOUNDARY
- ADJACENT BOUNDARY
- HEBER CITY BOUNDARY
- WASATCH CANAL/EASEMENT (SEE MAP)
- HIGHWAY CENTERLINE
- HIGHWAY RIGHT-OF-WAY

SURVEYOR'S CERTIFICATE

I, BRIAN BALLS, CERTIFY THAT I AM LICENSED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH (REG. NO. 334532-2201) IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION AT THE REQUEST OF GARY BUSH.

2. THE LAND SURVEYED LIES WITHIN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, AND THE SURVEY WAS COMPLETED DURING DECEMBER 2023.

3. THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE SURVEY WAS COMPLETED, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH TITLE 17, CHAPTER 23, PARAGRAPH 20, OF THE UTAH CODE.

4. THE MONUMENTS DEPICTED AS FOUND AND/OR SET ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT DURABILITY.

BRIAN BALLS
PROFESSIONAL LAND SURVEYOR

SURVEYOR'S SEAL

BOUNDARY LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES SOUTH 00°34'20" EAST 824.87 FEET AND WEST 1374.64 FEET FROM THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING AT THE CURRENT HEBER CITY BOUNDARY ACCORDING TO THE NORTH VILLAGE ANNEXATION (ENTRY NO. 538282) AND A POINT ON THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 40;

SAID POINT OF BEGINNING BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5,256.78 FEET AND FROM WHICH POINT A RADIAL LINE BEARS N81°57'20"E; THENCE 461.44 FEET ALONG SAID CURVE AND SAID HIGHWAY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 05°01'39", WITH A CHORD BEARING AND DISTANCE OF N25°31'41"W 461.29 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N70°35'08"E 388.65 FEET TO SAID HEBER CITY BOUNDARY; THENCE ALONG SAID HEBER CITY BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) S83°17'54"E 58.21 FEET, (2) S27°29'28"E 120.99 FEET, (3) S60°59'44"W 398.58 FEET, (4) S24°45'55"E 150.13 FEET, (5) N58°41'35"E 24.24 FEET, (6) S10°58'53"E 154.68 FEET, (7) S63°59'24"W 47.68 FEET TO THE POINT OF BEGINNING.

PARCELS (3) CONTAIN 1.863 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 00°33'20" WEST 2498.52 FEET BETWEEN THE EAST ONE-QUARTER CORNER AND NORTHEAST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN IN CONFORMANCE WITH UTAH STATE PLANE COORDINATE 1983 CENTRAL ZONE BEARINGS.

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS ANNEXATION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON THIS ____ DAY OF _____, 20____.

MAYOR

CLERK-RECORDER

PLANNING DIRECTOR APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE PLANNING DIRECTOR OF HEBER CITY.

PLANNING DIRECTOR

WASATCH COUNTY SURVEYOR

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

ROS # _____

COUNTY SURVEYOR

WASATCH COUNTY RECORDER

ENTRY # _____ DATE: _____ TIME: _____

FEE: _____ BOOK: _____ PAGE: _____ FOR: _____

BY: _____ WASATCH COUNTY RECORDER MARCY M. MURDAY

PROJECT 23006547

SHEET 1 OF 1

BUSH ANNEXATION
HEBER CITY, UTAH
LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

LOCATED IN THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SLB&M

WASATCH COUNTY, UTAH

DRAWN BY: MPJ
REVIEWED BY: BMB
ISSUE DATE: 07/17/2025

ATWELL

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EXHIBIT B
PHOTOS OF STORED MATERIALS

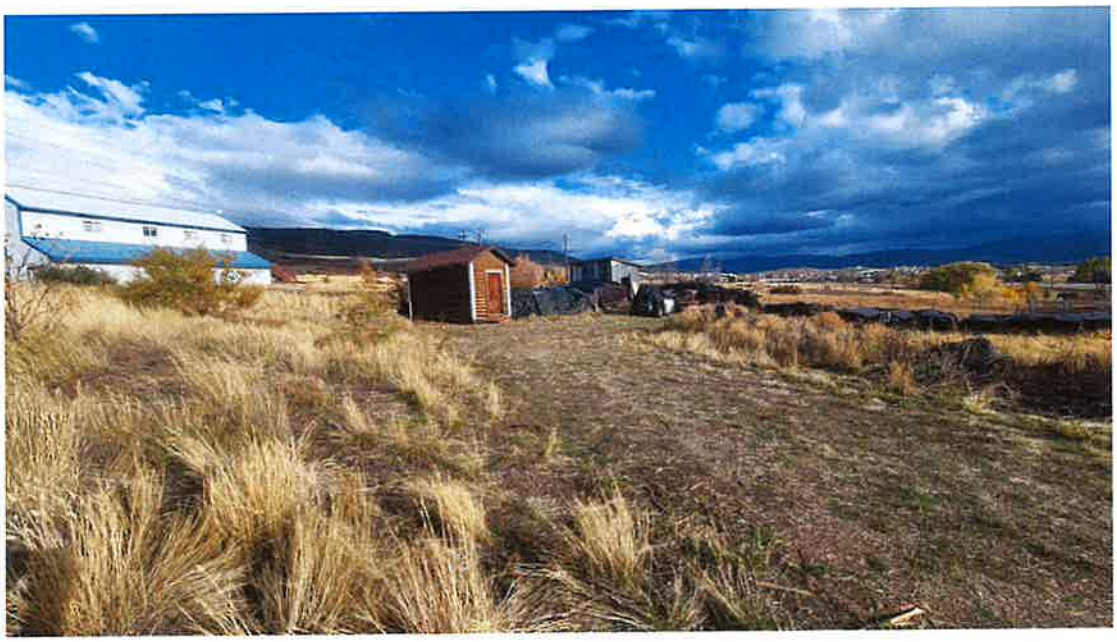


The Mobile office/shed and reclaimed lumber moved to southeast corner, stacked, and tarped.

EXHIBIT C
PHOTOS OF BUILDINGS



Old haybarn remains. This will be removed when the new barn is built.



The Mobile office and shed at the southeast corner of property.