

**AGENDA  
AND  
STAFF MEMO**

**HEBER CITY CORPORATION**  
**75 North Main Street**  
**Heber, Utah, 84032**  
**City Council Regular Meeting**  
**January 15, 2015**

**7:00 p.m. Regular Meeting**

**TIME AND ORDER OF ITEMS ARE APPROXIMATE AND MAY BE  
CHANGED AS TIME PERMITS**

- I.** Call to Order
- II.** Pledge of Allegiance: Mayor Alan McDonald
- III.** Prayer/Thought: By Invitation (Default Council Member Kelleen Potter)
- IV.** Minutes for Approval: December 4, 2014 Work and Regular Meetings
- V.** Open Period for Public Comments
  - 1.** Valerie Kelson, Request for Letter of Recommendation for CDBG Application
  - 2.** Approve/Reject the Bassett-Ritchie Annexation Petition
  - 3.** Approve Resolution 2015-01, a Resolution Amending the Heber City Culinary Water Rate
  - 4.** Approve Ordinance 2015-01, an Ordinance Amending the Consolidated Fee Schedule Appendix "A" (Consolidated Fee Schedule) Associated with and Pertaining to the Culinary Water Rate for Heber City, Title 3.15, Heber City Municipal Code, Revenue and Finance
  - 5.** Approve Ordinance 2015-02, an Ordinance Amending Sections 2.48.010 and 2.48.020 of the Heber City Municipal Code, The Planning Commission; Created-Membership and Terms of Office
  - 6.** Approve Board Appointments

7. Approve Agreement between Heber City and Salt Lake Chamber of Commerce to Support Utah Transportation Coalition
8. Approve Red Ledges Phase 2 J Subdivision - A 26 Lot Subdivision Located in the Northwest Corner of the Red Ledges Development
9. Approve Broadhead Estates Phase II Subdivision, Consolidation of Previously Approved Phase II, III and IV
10. Approve Disposal or Sale of Evidence

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Michelle Kellogg at the Heber City Offices (435) 654-0757 at least eight hours prior to the meeting.

Posted on January 08, 2015, in the Heber City Municipal Building located at 75 North Main, Wasatch County Building, Wasatch County Community Development Building, Wasatch County Library, on the Heber City Website at [www.ci.heber.ut.us](http://www.ci.heber.ut.us), and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave on January 8, 2015.

# Memo

To: Mayor and City Council  
From: Mark K. Anderson  
Date: 01/08/2015  
Re: City Council Agenda Items

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## REGULAR MEETING

### **Item 1 – Valerie Kelson, Request for Letter of Recommendation for CDBG Application:**

At the last City Council meeting, Valerie Kelson requested a letter of support from the City Council which would accompany a CDBG application that would be sponsored by Wasatch County. It is my understanding that the application would be for funding assistance to establish a home for unwed mothers who are trying to become financially independent.

In discussing this matter with staff, we are concerned about the long term sustainability of this project in a community of our size. We also wonder if our support of the application might imply ongoing financial support for this project. Because of these concerns, we think it would be prudent of the Council to request information about the plan to sustain this project on a long term basis.

**Item 2 – Approve/Reject the Bassett-Ritchie Annexation Petition:** The City has received an application to annex 93.82 acres of land located north of Kings on Highway 40. On initial review, the annexation petition seems to meet the criteria of State Code. The property is contiguous to the City, does not create any islands or peninsulas, signatures from the petitioners represent a majority of the land mass and appraised value. Staff would recommend that the annexation be accepted and referred to the Planning Commission for further study.

**Item 3 – Approve Resolution 2015-01, a Resolution Amending the Heber City Culinary Water Rate:** At the last City Council work meeting, the proposed rate increase was discussed. Consistent with the adopted budget, a 7.8% culinary water rate increase is before the Council for adoption. The proposed increase will yield about \$85,000 - \$95,000 in additional revenue per year. The rate increase is needed to fund the replacement and maintenance of aging infrastructure. At this time, the City is funding very little of its depreciation expense in the water and sewer fund. Staff would recommend approval.

**Item 4 – Approve Ordinance 2015-01, An Ordinance Amending the Consolidated Fee Schedule Appendix “A” (Consolidated Fee Schedule) Associated with and Pertaining to the Culinary Water Rate for Heber City, Title 3.15, Heber City Municipal Code,**

**Revenue and Finance:** Adoption of this Ordinance incorporates the approved culinary water rate increase into the Consolidated Fee Schedule. Staff would recommend approval if Resolution 2015-01 is adopted by the Council.

**Item 5 - Ordinance 2015-02 - An Ordinance Amending Section 2.48.010 and 2.48.020 of the Heber City Municipal Code – The Planning Commission; Created – Membership and Terms of Office:**

Staff has been asked to prepare an Ordinance that supports the appointment of two alternate members to the Planning Commission. The enclosed Ordinance would also propose a two year term for alternate members as opposed to the current one year term. Staff would recommend approval.

**Item 6 – Approve Board Appointments:** Mayor McDonald has indicated that he is recommending the reappointment of the following persons to the following boards:

Planning Commission:

Keith Rawlins

Mark Webb

Clayton Vance - alternate member

Board of Adjustment:

Paul Royall, III

Airport Advisory Board:

Jeff Mabbutt

**Item 7 – Approve Agreement between Heber City and Salt Lake Chamber of Commerce to Support Utah Transportation Coalition:**

At the last City Council work meeting the Council expressed interest into entering into an agreement with the Salt Lake Chamber of Commerce to support the Utah Transportation Coalition. The purpose of this group is to seek additional funding for local road maintenance/construction as no increase in road funding has occurred for many years. The agreement calls for a \$500 fee to join the group. Staff would recommend approval.

**Item 8 – Approve Red Ledges Phase 2 J Subdivision – A 26 Lot Subdivision Located in the Northwest Corner of the Red Ledges Development:**

Red Ledges is seeking final plat approval for a 25 lot subdivision located in the northwest corner of the Red Ledges development. The Planning Commission has reviewed the proposed subdivision and is recommending approval. They are also recommending the deferral of the master planned trail construction until it can be connected to adjoining future phases. Staff would recommend approval subject to the conditions outlined by the Planning Commission. Todd Cates has also provided an email addressing the dedication of the open space and realignment of the trail.

**Item 9 – Approve Broadhead Estates Phase II Subdivision, Consolidation of Previously Approved Phase II, III and IV:** The developer of Broadhead Estates is seeking approval to combine (what was previously approved by the City Council) Broadhead Estates Phase II, III and IV back into one phase to be known as Phase II. The approved plats have not been recorded, and staff has no objection to combining the subdivisions as it is less paperwork to have the subdivision completed in one phase. Enclosed is a staff report from Tony Kohler with the proposed subdivision agreement. Staff would recommend approval subject to the terms of the proposed subdivision agreement.

**Item 10 – Approve Disposal or Sale of Evidence:** Chief Booth is requesting authorization to purge items from the police evidence room. See enclosed staff report and list of equipment proposed for disposal. Per Utah Code 24-3-103, (enclosed)

*(6) Before applying the property or the proceeds from the sale of the property to a public interest use, the agency shall obtain from the legislative body of its jurisdiction:*

- (a) permission to apply the property or the proceeds to public interest use; and*
- (b) the designation and approval of the public interest use of the property or the proceeds.*

To convert the property, property may be exchanged for services, auctioned off or destroyed. The Chief has asked that he be allowed to use the proceeds to support police department equipment needs. Staff would recommend approval.

# MINUTES

1 Heber City Corporation  
2 City Council Meeting  
3 December 4, 2014  
4 TIME

5  
6 WORK MEETING

7  
8 The Council of Heber City, Wasatch County, Utah, met in Work Meeting on December 4, 2014,  
9 in the City Council Chambers in Heber City, Utah

10  
11 I. Call to Order  
12 City Manager's Memo

13  
14 Present: Mayor Alan McDonald  
Council Member Robert Patterson  
Council Member Jeffery Bradshaw  
Council Member Erik Rowland  
Council Member Heidi Franco  
Council Member Kelleen Potter

Also Present: City Manager Mark Anderson  
City Recorder Michelle Kellogg  
City Planner Tony Kohler  
City Engineer Bart Mumford  
Police Sergeant Salvador Segura

15  
16 Mayor McDonald opened the meeting and welcomed all in attendance.

17  
18 1. Ramona Pace, Discuss Recommended Course of Action Regarding Abandoned House  
19 Located at 467 West 100 North  
20 Report re 467 West 100 North  
21 photos

22  
23 Kohler stated the City had pursued all possible avenues for dealing with the nuisance in the  
24 deteriorating home and had come up with some options. Mayor McDonald reviewed the three  
25 options regarding this property: leaving the home as is, boarding up the home, or initiating  
26 probate on the will and then demolishing the home. Anderson explained it would be difficult  
27 going through probate because there was a lien on the home. Council Member Rowland asked if  
28 it would be considered trespassing to board up the home. Anderson felt that if the City could  
29 show a legitimate public purpose, it would stay on solid ground from a legal standpoint.

30  
31 Mayor McDonald stated there was a liability having this home in the condition that it was now.  
32 Council Member Franco felt that boarding up the home would invite crime and devalue the  
33 neighborhood. She hoped the City could keep trying to resolve the problem and remove the  
34 home completely, and stated she was in favor of demolishing the home.

1 Kohler stated the City was not set up to start probate; staff, time and know how were lacking. He  
2 knew the State wasn't set up for that either, and acknowledged this was new territory for him.  
3 Council Member Rowland asked if the home was condemnable. Kohler stated the building  
4 department had already condemned it. Anderson suggested meeting with State Representative  
5 Powell to see what could be done with regard to getting the State to initiate probate.

6  
7 2. Discuss Proposed Culinary Water Rate Increase  
8 2015 Proposed Water Rate Increase  
9

10 Mayor McDonald asked if the City had observed more water conservation by the residents with  
11 the increased water rates. Anderson looked and could not immediately find any comparisons in  
12 the financial statements. He noted the proposed rates were approved at the public hearing which  
13 was held to pass the 2014-2015 budget. He asked if the Council wanted to have another public  
14 hearing before raising the rates, and indicated the City's need to replace the infrastructure would  
15 only increase over time.

16  
17 Council Member Rowland thought the deficit and replacement needs of existing infrastructure  
18 should be addressed at a public hearing. Anderson wanted to discuss the water and sewer funds  
19 at the City Council's strategic planning session, and added these deficits were a great concern for  
20 him. He indicated the deficit had grown from adding personnel and replacing water meters and  
21 vaults as they fail.

22  
23 There was discussion on residential and commercial water usage. Mayor McDonald asked  
24 Anderson to bring usage numbers to the January planning meeting. Council Member Rowland  
25 thought the Council should hold a public hearing to discuss the shortfalls. Anderson reviewed  
26 that the rate increase was for culinary water only. He asked if the rate should apply to irrigation  
27 water as well, and noted there would be a larger and larger gap between what users pay over time  
28 if nothing was done with regard to the irrigation water.

29  
30 3. Discuss Cooperative Agreement for Corridor Preservation Along US-189 from SR-113 to  
31 US-40  
32 Report re Highway US 189 Access Management Agreement  
33

34 Mayor McDonald explained UDOT was trying to keep driveways off Highway 189 and had  
35 planned to install traffic signals at a few locations, with the hope that future development would  
36 plan their streets accordingly so residents could access Highway 189 at the traffic lights.

37  
38 Mumford stated he would recommend that a traffic light be installed at Southfield Road and  
39 Highway 189. Other than that, he did not feel like this proposal would affect Heber as much as it  
40 would Charleston and Wasatch County. Council Member Franco recommended adding that  
41 traffic signal at Southfield Road to the agreement. Mumford stated he would take that  
42 recommendation back to UDOT. The Council was favorable to the agreement. Mumford stated  
43 this agreement would come back to a regular City Council meeting for formal approval.

44  
45 4. Discuss Resolution to Support Utah Transportation Coalition  
46 Utah Transportation Coalition Letter

1 Mayor McDonald reviewed the letter from the Salt Lake Chamber of Commerce and asked if the  
2 Council members supported this coalition. The Council agreed to become part of the coalition.

3  
4 5. Discuss Cancellation of City Council Meetings for December 18th and/or January 1st

5  
6 The Council agreed to cancel the next two regularly scheduled City Council meetings because of  
7 the holidays and because Mark Anderson would be recovering from knee surgery.

8  
9 Anderson noted construction would start tomorrow on the second floor expansion at the City  
10 Offices, and next week, footings and foundations would go in for the new Public Safety  
11 Building.

12  
13 Council Member Franco asked about the status of Public Works erecting the new stop signs.  
14 Anderson indicated the Public Works department was relocating signs this week. Council  
15 Member Rowland asked if there was follow up regarding the crosswalk discussion. Mumford  
16 commented that he needed to get in touch with UDOT again. Council Member Patterson noted  
17 he was concerned about the aging street signs in the community.

18  
19 With no further business, the meeting was adjourned.

20  
21  
22  
23  

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Michelle Kellogg, City Recorder

1 Heber City Corporation  
2 City Council Meeting  
3 December 4, 2014  
4 7:00 p.m.

5  
6 REGULAR MEETING

7  
8 The Council of Heber City, Wasatch County, Utah, met in **Regular Meeting** on December 4,  
9 2014, in the City Council Chambers in Heber City, Utah

10  
11 I. Call to Order  
12 City Manager Memo  
13 City Manager Memo for Item 8

14  
15 Present: Mayor Alan McDonald  
Council Member Robert Patterson  
Council Member Jeffery Bradshaw  
Council Member Erik Rowland  
Council Member Heidi Franco  
Council Member Kelleen Potter

Also Present: City Manager Mark Anderson  
City Recorder Michelle Kellogg  
City Planner Tony Kohler  
City Engineer Bart Mumford  
Police Sergeant Salvador Segura

16  
17 Others Present: Wesley Bingham, Greg Ogden, Mary Aguilar, Javier Ramos, Alan Robertson,  
18 Mel McQuarrie, Valerie Kelson, Ron Ririe, Mike Johnston, Nadim AbuHaidar, Marianne Allen  
19 and others whose names were illegible.

20  
21 II. Pledge of Allegiance: Council Member Robert Patterson

22  
23 III. Prayer/Thought: Council Member Erik Rowland

24  
25 IV. Minutes for Approval: November 20, 2014 Work and Regular Meetings  
26 11-20-2014 Work Meeting  
27 11-20-2014 Regular Meeting

28  
29 Council Member Franco requested the wording of the November 20, 2014, Regular Minutes on  
30 page four, line 27, to include wording that the height restriction request was for one lot only.  
31 Kellogg agreed to specify the request.  
32

1 Council Member Patterson moved to approve the above listed minutes with the noted correction.  
2 Council Member Rowland made the second. Voting Aye: Council Members Robert Patterson,  
3 Jeffery Bradshaw, Erik Rowland, Heidi Franco, and Kelleen Potter.

4  
5 V. Open Period for Public Comments

6  
7 Valerie Kelson indicated she represented the Transitional Chalet, which was a planned shelter for  
8 pregnant single women. She asked the Council for a letter of endorsement as she applied for a  
9 CDBG grant. Mayor McDonald asked that this item be put on the next regular meeting agenda  
10 for discussion and action.

11  
12 1. Approve La Fountain Mexican Restaurant, Request for Local Consent to Sell Alcohol,  
13 Located at 734 West 100 South  
14 La Fountain Restaurant Request for Local Consent

15  
16 Mary Aguilar indicated she was representing the restaurant and requested the alcohol consent.

17  
18 Council Member Bradshaw moved to approve La Fountain Mexican Restaurant, request for local  
19 consent to sell alcohol. Council Member Patterson made the second. Voting Aye: Council  
20 Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco, and Kelleen Potter.

21  
22 2. Greg Ogden, CPA, Presentation of Audit Report for Fiscal Year 2013-2014  
23 Annual Financial Report  
24 Management Letter

25  
26 Greg Ogden noted his findings in the audit: The City was over the surplus cap by \$214,450, the  
27 City had not posted its financial and payroll compensation information on the State Transparency  
28 Website since June, 2014, and the Water Budget was overspent by \$16,238 for year. He then  
29 reviewed the financial analysis.

30  
31 Ogden stated the City was very well run, and felt the City was lucky to have a CPA as a city  
32 manager, which added so much oversight. He indicated the City was in great financial shape and  
33 had very little debt for this size of a City. Anderson also commended staff, and stated he  
34 appreciated Ogden's services.

35  
36 3. Public Hearing to Consider Potential Projects for Which Funding May be Applied Under  
37 the Community Development Block Grant (CDBG) Small Cities Program for Program  
38 Year 2015

39  
40 CDBG Program Summary  
41 500 South Water Line Cost Estimate

42  
43 Mayor McDonald explained the process for applying for a CDBG grant and read a statement  
44 prior to opening the hearing for public comments. No comments were given.

1 Mayor McDonald closed the public comment portion of the public hearing and asked the Council  
2 for their comments. Council Member Bradshaw asked if the cost estimate for the 500 South  
3 Water Line Project was still accurate. Mumford stated he looked at the numbers recently and  
4 they were still accurate.

5  
6 Anderson stated if the City received \$150,000 for the project, it would still need to commit  
7 \$250,000 to complete the project. Council Member Rowland asked if the City could refuse the  
8 grant if it was less than the anticipated \$150,000. Anderson thought the project could be scaled  
9 back if a lesser grant amount was awarded. Council Member Franco asked if the location was  
10 selected based on planned road widening. Anderson stated no.

11  
12 Council Member Rowland moved to approve the 500 South Water Line Project for which  
13 funding would be applied under the Community Development Block Grant (CDBG) Small Cities  
14 Program for Program Year 2015 and to allow the City Manager the ability to make adjustments  
15 to the project scope based on available resources. Council Member Jeffery Bradshaw made the  
16 second.

17  
18 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco,  
19 and Kelleen Potter.

20  
21 4. Approve Ordinance 2014-24, an Ordinance Amending Heber City's Zoning Map for .99  
22 Acres of R-1 Residential Zone to I-1 Industrial Zone Located at 31 West Airport Road  
23 and Associated Zone Change Agreement  
24 Ordinance 2014-24 re Zone Change - 31 West Airport Road

25  
26 Kohler indicated years ago the residential zoning was imposed by the County and Daniel Town,  
27 but the residents preferred their properties be zoned industrial to match many other properties  
28 along Daniels Road. The Planning Commission recommended approving the zoning change with  
29 the condition that the property owners would participate in curb and sidewalk if the City initiated  
30 those improvements to the frontage of their property. Council Member Franco asked how high  
31 the berm would be, what types of trees would be required, and what the time frame was for  
32 development. Kohler felt there should be some flexibility on those items.

33  
34 Council Member Potter moved to approve Ordinance 2014-24, an ordinance amending Heber  
35 City's Zoning Map for .99 Acres of R-1 Residential Zone to I-1 Industrial Zone located at 31  
36 West Airport Road and the associated Zone Change Agreement. Council Member Patterson  
37 made the second.

38  
39 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco,  
40 and Kelleen Potter.

41  
42 5. Marianne Allen, Approve Amendment to Wheeler Park Subdivision Phase 1 and Wheeler  
43 Park Subdivision Phase 2 Amended, Located at Approximately 2110 South 500 East and  
44 2270 South 500 East  
45 Wheeler Park Phase 1 and 2 Plat Amendments

1 Council Member Erik Rowland moved to approve the Amendment to Wheeler Park Subdivision  
2 Phase 1 and Wheeler Park Subdivision Phase 2 Amended. Council Member Kelleen Potter made  
3 the second.

4  
5 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco,  
6 and Kelleen Potter.

7  
8 6. Approve Abandonment of a Temporary Access and Utility Easement in the Mill Road  
9 Estates Phase 2 Subdivision  
10 Notice of Easement Abandonment Mill Road Estates Phase 2

11  
12 It was noted that this item was not ready for action from the Council.

13  
14 7. Ivory Development, Approve Mill Road Estates Phase 4, Located at 400 South Mill Road  
15 Report re Mill Road Estates Phase 4 Final Approval

16  
17 Along with Item 6, this item was not ready for action from the Council.

18  
19 8. Review Recommendation from the Airport Advisory Board to Extend the AH  
20 AeroServices/OK3-AIR FBO Agreement in Exchange for Expansion of the Airport  
21 Apron Area  
22 Airport Agreement Addendum  
23 Amendment 1

24  
25 Mel McQuarrie, Chairman of the Airport Advisory Board, stated he met with AbuHaidar and one  
26 other board member and they all worked out the current proposal. He felt it was a good proposal  
27 and would benefit the City. Anderson pointed out a few adjustments to the agreement with  
28 regard to the dates of completion.

29  
30 Council Member Franco asked what costs the City would account for under the "Obligations of  
31 City" paragraph on Exhibit "A". Anderson stated the design costs and construction costs would  
32 be reimbursed, and the City wouldn't be responsible for any costs. It was indicated the language  
33 could be changed to reflect that. After some discussion, it was agreed to strike the word account  
34 and replace it with identify in Number Three of that section.

35  
36 Council Member Franco also asked for a timeline for reimbursement to the City. AbuHaidar  
37 clarified that the money would be in escrow and would be drawn on as improvements were  
38 made. Anderson stated language could be added to include the escrow verbiage. Council  
39 Member Rowland asserted this project was tied with the runway project so the timelines should  
40 be tied together.

41  
42 Mayor McDonald expressed his appreciation for AbuHaidar's commitment to the airport.  
43 Council Member Potter asked if this project was guaranteed to be reimbursed. Anderson stated it  
44 would be reimbursed in the year that the project was planned for in the CIP.

1 Council Member Potter asked how the City would know the market value in order to determine  
2 if this was a fair deal. Anderson responded that lease rates around the State varied widely.  
3 McQuarrie stated the ground lease would now match up with the hangar lease, and the Airport  
4 Board felt AbuHaidar's offer was very generous. Council Member Potter was also concerned that  
5 the lease extension was so far out into the future. She was used to seeing contracts which gave a  
6 first right of refusal when the lease expired. Council Member Rowland thought the agreement  
7 was a win for both parties.

8  
9 Council Member Franco asked what the lease rate was per square foot. Anderson stated it was  
10 about two cents per square foot. Council Member Franco felt that would not be a fair rate come  
11 year 2041. AbuHaidar asserted the offer was not predicated by a fair market rate. He reviewed  
12 the fee changes over the years on the FBO. He hoped there would be a long term relationship  
13 with the City and that the lease would be at a fair market rate so this issue could be put to rest.

14  
15 Council Member Potter asked if the Council could approve the lease extension but not approve  
16 the lease fees until further negotiations occurred to bring the lease to a fair market value. Council  
17 Member Franco agreed and noted there wasn't a clause in the agreement for renegotiations of  
18 lease rates in the future. AbuHaidar stated he would be amenable to renegotiation after this  
19 project was completed to the satisfaction of both parties. He agreed to enter into good faith  
20 negotiations to review in the entirety of the current FBO lease. Council Member Potter asked if  
21 the Airport Advisory Board was unanimous in its support of this agreement. Anderson affirmed  
22 the Board's support and noted that four out of five members participated in drafting the  
23 document.

24  
25 Council Member Franco moved to amend the Airport Agreement Addendum by including  
26 language that states that both parties, upon completion of this project with satisfactory  
27 performance by both parties, would agree to enter into a good faith negotiation to review the  
28 entirety of the FBO lease. Council Member Rowland made the second.

29  
30 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw, Erik Rowland, Heidi Franco,  
31 and Kelleen Potter.

32  
33 Council Member Rowland moved to approve the recommendation from the Airport Advisory  
34 Board to extend the AH AeroServices/OK3-AIR FBO Agreement in exchange for expansion of  
35 the airport apron area along with the newly amended addendum and once the agreement is  
36 signed that staff will be authorized to execute an agreement with Armstrong to initiate the  
37 engineering for the project. Council Member Patterson made the second.

38  
39 Voting Aye: Council Members Robert Patterson, Jeffery Bradshaw Erik Rowland, Heidi Franco,  
40 and Kelleen Potter.

41  
42 Council Member Bradshaw noted that in the audit, the airport was in the black. Mayor  
43 McDonald thanked the Council for their service throughout the year. With no further business,  
44 the meeting was adjourned.

45  
46 \_\_\_\_\_  
Michelle Kellogg, City Recorder

# TAB 1

**There are no physical  
materials for this  
agenda item.**

# TAB 2

## PETITION FOR ANNEXATION

We the undersigned owners of certain real property lying contiguous to the present municipal limits of Heber City hereby submit this Petition for Annexation and respectfully represent the following:

1. This petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated;
2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Heber City, and the annexation thereof will not leave or create an unincorporated island or peninsula;
3. The signatures affixed hereto are those of the owners of private real property that:
  - a. is located within the area proposed for annexation;
  - b. covers a majority of the private land area within the area proposed for annexation;
  - c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
  - d. lies contiguous to the present boundary of Heber City's corporate limits and is described in the attached *Exhibit A*, and is particularly located north of the present Heber City boundary on the north end of the city located at approx. 800 North Highway 40, commonly referred to as the Bassett Farm.
4. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as *Exhibit B*. (Copies of the deed accompanies this petition.)
5. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed is owned by the signers of this petition is shown in the attached *Exhibit C*.

6. The total acres of property and total assessed value of all private lands sought to be annexed are 98.10 acres and \$3,651,789 assessed value. The ownership interests and assessed values of the privately-owned lands included in this annexation petition are 83.06 acres for a total value of \$3,360,006 and are shown in *Exhibit C*. The total acreage of the entire annexation contains more acreage due to the inclusion of public lands, private properties adjacent to the current city boundary who are not signers of the petition, and or minor deed and title issues.
7. The petitioners have caused an accurate plat or map of the above-described property to be prepared by Bing Christensen, P.L.S. a licensed surveyor, and Summit Engineering Group, Inc., which plat or map is filed herewith;
8. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has been denied, rejected, or granted;
9. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125, U.C.A. if:
  - a. the request or petition was filed before the filing of the annexation petition, and
  - b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;
10. The petitioners request the property, if annexed, be zoned as shown in the Heber City Master Plan, PC (Planned Community).

11. Pursuant to the requirements of the Heber City Annexation Policy Plan, a concept layout showing possible future development of the annexation property is included as *Exhibit 'D'*.

WHEREFORE, the Petitioners hereby request that this Petition be considered by the Heber City Council at its next regular meeting, January 15, 2015 or as soon thereafter as possible; that a resolution be adopted as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

SIGNATURES ON FOLLOWING PAGE





**EXHIBIT 'A'**

**ANNEXATION PLAT**

**EXHIBIT 'B'**

**DEEDS OF PETITIONERS**

TW250926066

WHEN RECORDED RETURN TO:

Name: See Grantee address below  
Address:

**WARRANTY DEED**

Rintha, a Utah limited partnership, now known as Rintha, LLC, a Utah limited liability company, pursuant to the Articles of Conversion attached hereto, GRANTOR

hereby CONVEYS AND WARRANTS TO

MWE Valley Hills, LLC, a Utah limited liability company, GRANTEE

of: P.O. Box 127, Heber City, Utah 84032

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Wasatch County, State of Utah to-wit:

See attached exhibit for Legal Description.

Subject to all restrictions, easements, and rights-of-way of record, current property taxes and greenbelt roll-back taxes.

Grantor Reserves any and all appurtenant water rights.

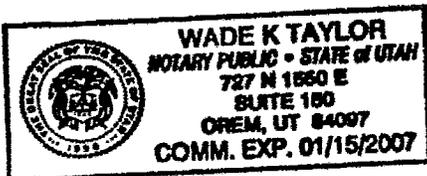
In Witness whereof, the Grantor has caused its name to be hereunto affixed on 27th day of January, 2006.

Rintha, a Utah limited partnership, now known as Rintha, LLC

William F. Whitaker, Manager  
William F. Whitaker, Manager

COUNTY OF UTAH )  
: ss.  
STATE OF UTAH )

On the 27th day of January, 2006, personally appeared before me William F. Whitaker, Manager of Rintha, LLC, the signor of the within instrument who duly acknowledged before me that he executed the same for and on behalf of said company.



Wade K Taylor  
NOTARY PUBLIC

# CONVERSION

## ARTICLES OF CONVERSION OF RINTHA, LLC

The undersigned managers, acting pursuant to the Utah Revised Limited Liability Company Act (the "Act"), adopt the following Articles of Conversion for the purpose of converting a Utah limited partnership into a Utah limited liability company.

1. **Name of Partnership.** The name of the converting partnership is Rintha, a Utah limited partnership (the "Partnership").
2. **Partnership's Jurisdiction.** The Partnership was formed on December 20, 1982. The Partnership's current jurisdiction is Utah.
3. **Name of Limited Liability Company.** The name of the limited liability company into which the Partnership is converted is Rintha, LLC.
4. **Approval.** The conversion has been duly approved by the partners of the Partnership.
5. **Effective Date.** The effective date shall be the date of filing these Articles of Conversion.

Dated May 8, 2002.

William F. Whitaker  
William F. Whitaker, Manager

Susan W. Kohler  
Susan W. Kohler, Manager

State of Utah  
 Division of Corporations and Public Records  
 The undersigned hereby certifies that the foregoing is a true and correct copy of the original as filed in the office of the Secretary of State on 6/12/02.  
 APR 12 2002  
 6/12/02

LEGAL DESCRIPTION  
**EXHIBIT A**

**ALL OF THE GRANTORS 50% INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:**

**BEGINNING AT A POINT WHICH IS SOUTH 7.22 FEET AND WEST 2227.38 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°20'03" WEST 1107.29 FEET, SAID LINE ALSO BEING THE WEST LINE OF VALLEY VIEW ESTATES SUBDIVISION PLATS "E" AND "A" ON FILE WITH THE WASATCH COUNTY RECORDER'S OFFICE; THENCE WEST 138.57 FEET; THENCE SOUTH 01°51'26" WEST ALONG A FENCE LINE AND ITS LINE EXTENDED 616.94 FEET TO A FENCE CORNER; THENCE NORTH 89°30'31" WEST ALONG A FENCE LINE 132.12 FEET TO A FOUND REBAR AND CAP; THENCE NORTH 89°12'21" WEST ALONG A FENCE LINE 574.60 FEET; THENCE NORTH 89°23'36" WEST PARTIALLY ALONG A FENCE LINE 760.88 FEET; THENCE NORTH 741.20 FEET THENCE WEST 484.67 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40 WHICH RIGHT-OF-WAY LINE IS 1.00 FOOT EAST OF THE FENCE LINE; THENCE ALONG SAID RIGHT-OF-WAY AND ALONG A LINE 1.00 FOOT EAST AND PARALLEL TO A FENCE LINE THE FOLLOWING THREE (3) CALLS: NORTH 16°25'30" EAST 11.22 FEET; NORTH 12°21'33" EAST 340.07 FEET AND NORTH 10°18'39" EAST 188.51 FEET; THENCE SOUTH 78°34'56" EAST 942.42 FEET; THENCE NORTH TO A POINT INTERSECTING SAID SECTIONLINE 612.95 FEET MORE OR LESS; THENCE NORTH 88°11'05" EAST CROSSING A CANAL 141.83 FEET TO A FOUND REBAR AND CAP WHICH POINT IS ON THE SOUTHERLY BOUNDARY OF VALLEY HILLS ESTATES SUBDIVISION PLAT "G", ON FILE WITH THE WASATCH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING NINE (9) CALLS: SOUTH 05°56'46" EAST 88.20 FEET TO A FOUND REBAR AND CAP; SOUTH 58°00'00" EAST 40.00 FEET TO A FOUND REBAR AND CAP; NORTH 88°00'00" EAST 70.00 FEET TO A FOUND REBAR AND CAP; NORTH 86°37'35" EAST 157.74 FEET TO A FOUND REBAR AND CAP; NORTH 42°36'42" EAST 138.05 FEET TO A FOUND REBAR AND CAP; NORTH 54°29'26" EAST 126.13 FEET TO A FOUND REBAR AND CAP; SOUTH 89°24'10" EAST 69.07 FEET TO A FOUND REBAR AND CAP; SOUTH 71.00 FEET CROSSING A CANAL TO A FOUND REBAR AND CAP AND EAST 425.60 FEET TO THE POINT OF BEGINNING.**

WASATCH COUNTY SERIAL NO: OWC-0748

TW250926066

WHEN RECORDED RETURN TO:

Name: See Grantee address below  
Address:

**WARRANTY DEED**

Rintha, a Utah limited partnership, now known as Rintha, LLC, a Utah limited liability company, pursuant to the Articles of Conversion attached hereto, GRANTOR

hereby CONVEYS AND WARRANTS TO

MWE Valley Hills, LLC, a Utah limited liability company, GRANTEE

of: P.O. Box 127, Heber City, Utah 84032

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Wasatch County, State of Utah to-wit:

See attached exhibit for Legal Description.

Subject to all restrictions, easements, and rights-of-way of record, current property taxes and greenbelt roll-back taxes.

Grantor Reserves any and all appurtenant water rights.

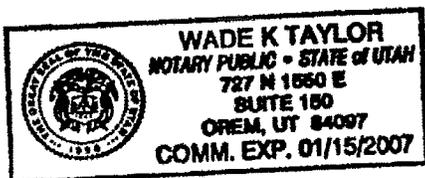
In Witness whereof, the Grantor has caused its name to be hereunto affixed on 27th day of January, 2006.

Rintha, a Utah limited partnership, now known as Rintha, LLC

*William F. Whitaker, Manager*  
William F. Whitaker, Manager

COUNTY OF UTAH )  
: ss.  
STATE OF UTAH )

On the 27th day of January, 2006, personally appeared before me William F. Whitaker, Manager of Rintha, LLC, the signor of the within instrument who duly acknowledged before me that he executed the same for and on behalf of said company.



*Wade K Taylor*  
NOTARY PUBLIC

# CONVERSION

## ARTICLES OF CONVERSION

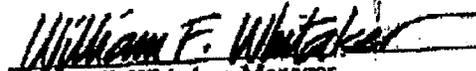
OF

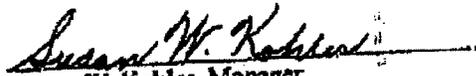
RINTHA, LLC

The undersigned managers, acting pursuant to the Utah Revised Limited Liability Company Act (the "Act"), adopt the following Articles of Conversion for the purpose of converting a Utah limited partnership into a Utah limited liability company.

1. **Name of Partnership.** The name of the converting partnership is Rintha, a Utah limited partnership (the "Partnership").
2. **Partnership's Jurisdiction.** The Partnership was formed on December 20, 1982. The Partnership's current jurisdiction is Utah.
3. **Name of Limited Liability Company.** The name of the limited liability company into which the Partnership is converted is Rintha, LLC.
4. **Approval.** The conversion has been duly approved by the partners of the Partnership.
5. **Effective Date.** The effective date shall be the date of filing these Articles of Conversion.

Dated May 8, 2002.

  
 William F. Whitaker, Manager

  
 Susan W. Kohler, Manager

State Utah  
 Division of Corporations and Public Records  
 The above information was filed on May 8, 2002.  
 6/13/02

LEGAL DESCRIPTION  
**EXHIBIT A**

**ALL OF THE GRANTORS 50% INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:**

**BEGINNING AT A POINT WHICH IS SOUTH 7.22 FEET AND WEST 2227.38 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°20'03" WEST 1107.29 FEET, SAID LINE ALSO BEING THE WEST LINE OF VALLEY VIEW ESTATES SUBDIVISION PLATS "E" AND "A" ON FILE WITH THE WASATCH COUNTY RECORDER'S OFFICE; THENCE WEST 138.57 FEET; THENCE SOUTH 01°51'26" WEST ALONG A FENCE LINE AND ITS LINE EXTENDED 616.94 FEET TO A FENCE CORNER; THENCE NORTH 89°30'31" WEST ALONG A FENCE LINE 132.12 FEET TO A FOUND REBAR AND CAP; THENCE NORTH 89°12'21" WEST ALONG A FENCE LINE 574.60 FEET; THENCE NORTH 89°23'36" WEST PARTIALLY ALONG A FENCE LINE 760.88 FEET; THENCE NORTH 741.20 FEET THENCE WEST 484.67 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40 WHICH RIGHT-OF-WAY LINE IS 1.00 FOOT EAST OF THE FENCE LINE; THENCE ALONG SAID RIGHT-OF-WAY AND ALONG A LINE 1.00 FOOT EAST AND PARALLEL TO A FENCE LINE THE FOLLOWING THREE (3) CALLS: NORTH 16°25'30" EAST 11.22 FEET; NORTH 12°21'33" EAST 340.07 FEET AND NORTH 10°18'39" EAST 188.51 FEET; THENCE SOUTH 78°34'56" EAST 942.42 FEET; THENCE NORTH TO A POINT INTERSECTING SAID SECTIONLINE 612.95 FEET MORE OR LESS; THENCE NORTH 88°11'05" EAST CROSSING A CANAL 141.83 FEET TO A FOUND REBAR AND CAP WHICH POINT IS ON THE SOUTHERLY BOUNDARY OF VALLEY HILLS ESTATES SUBDIVISION PLAT "G", ON FILE WITH THE WASATCH COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING NINE (9) CALLS: SOUTH 05°56'46" EAST 88.20 FEET TO A FOUND REBAR AND CAP; SOUTH 58°00'00" EAST 40.00 FEET TO A FOUND REBAR AND CAP; NORTH 88°00'00" EAST 70.00 FEET TO A FOUND REBAR AND CAP; NORTH 86°37'35" EAST 157.74 FEET TO A FOUND REBAR AND CAP; NORTH 42°36'42" EAST 138.05 FEET TO A FOUND REBAR AND CAP; NORTH 54°29'26" EAST 126.13 FEET TO A FOUND REBAR AND CAP; SOUTH 89°24'10" EAST 69.07 FEET TO A FOUND REBAR AND CAP; SOUTH 71.00 FEET CROSSING A CANAL TO A FOUND REBAR AND CAP AND EAST 425.60 FEET TO THE POINT OF BEGINNING.**

WASATCH COUNTY SERIAL NO: OWC-0748

Mail Tax Notice to:  
Grantee at address below

## QUIT CLAIM DEED

Rintha, a Utah limited partnership,<sup>now known as Rintha, LLC</sup> Richard F. Bassett, trustee of the Richard F. Bassett Family Living Trust and Karen E. Bassett, trustee of the Karen E. Bassett Family Living Trust, GRANTORS

hereby QUIT CLAIM TO

Richard F. Bassett, trustee of the Richard F. Bassett Family Living Trust as to an undivided ½ interest and Karen E. Bassett, trustee of the Karen E. Bassett Family Living Trust as to an undivided ½ interest, GRANTEE

of: 875 North 550 East Heber City Utah 84032

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Wasatch County, State of Utah to-wit:

See attached Exhibit "A" for legal description.

In Witness whereof, the Grantors have caused their names to be hereunto affixed on this 21<sup>st</sup> day of January, 2006.

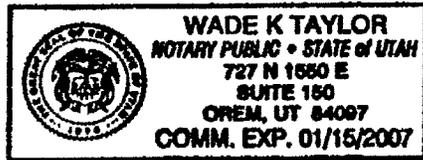
Rintha, a Utah limited partnership  
now known as Rintha, LLC  
William F. Winterker  
by William F. Winterker Its Manager

Richard F. Bassett Family Living Trust  
Richard F. Bassett  
Richard F. Bassett, trustee

Karen E. Bassett Family Living Trust  
Karen E. Bassett  
Karen E. Bassett, trustee

COUNTY OF Utah )

: ss.  
STATE OF Utah )



On the 27 day of January, 2006, personally appeared before me William F. Whitaker ~~general partner of Rintha, a Utah general partnership,~~ the signors of the within instrument who duly acknowledged before me that he executed the same

*Manager*

*LLC*

Wade K Taylor  
NOTARY PUBLIC

COUNTY OF \_\_\_\_\_ )

: ss.  
STATE OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2006, personally appeared before me **Richard F. Bassett, trustee of The Richard F. Bassett Family Living Trust**, the signors of the within instrument who duly acknowledged before me that he executed the same

\_\_\_\_\_  
NOTARY PUBLIC

COUNTY OF \_\_\_\_\_ )

: ss.  
STATE OF \_\_\_\_\_ )

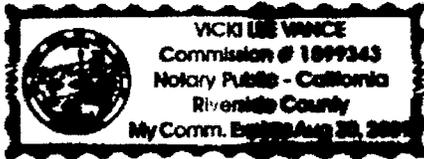
On the \_\_\_\_ day of \_\_\_\_\_, 2006, personally appeared before me **Karen E. Bassett, trustee of the Karen E. Bassett Family Living Trust** the signors of the within instrument who duly acknowledged before me that she executed the same

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of RIVERSIDE } ss.

On 1-26-06 before me, Vicki Vance  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Richard F Bassett & Karen E Bassett  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Chick Lee Vance  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

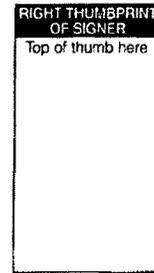
Title or Type of Document: Quit Claim Deed(1)  
Document Date: 1-26-06 Number of Pages: 2  
Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# Exhibit "A"

## Legal Description

**BEGINNING AT A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40 WHICH POINT IS NORTH 89°31'34" EAST ALONG THE SECTION LINE 1114.36 FEET AND SOUTH 212.83 FEET FROM THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 82°09'52" EAST ALONG A FENCE LINE AND ITS LINE EXTENDED 397.20 FEET; THENCE NORTH 08°30'00" EAST 222.99 FEET; THENCE EAST 297.80 FEET; THENCE NORTH 52.43 FEET TO A POINT INTERSECTING THE SECTION LINE; THENCE ALONG SAID SECTION LINE NORTH 89°31'34" EAST 162.00 FEET; THENCE SOUTH 612.95 FEET; THENCE NORTH 78°34'56" WEST 942.42 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40; THENCE ALONG SAID RIGHT-OF-WAY WHICH IS ALONG A LINE 1.00 FOOT EAST AND PARALLEL TO A FENCE LINE NORTH 10°18'39" EAST 209.62 FEET TO THE POINT OF BEGINNING.**

WASATCH COUNTY SERIAL NO: OWC-0748-2

**(AREA = 8.0146 ACRES AS PER RB&G SURVEY DATED JANUARY 4, 2006,  
PROJECT NO. 200509-031)**

*(Deed given to clarify boundary line between OWC-0748 and OWC-0748-2)*

TW261230450

WHEN RECORDED RETURN TO:

Name:  
Address:

**WARRANTY DEED**

Rintha, LLC, GRANTOR

hereby CONVEYS AND WARRANTS TO

MWE Valley Hills, LLC, a Utah limited liability company, GRANTEE  
of: P.O. Box 127, Heber City, Utah 84032

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Wasatch County, State of Utah, to-wit:

See attached Exhibit "A" for legal description.

Subject to all restrictions, easements, and rights-of-way of record and current property taxes. Parcel No. OWC-0748-1.

WITNESS the hand of said Grantor this 8th day of January, 2007.

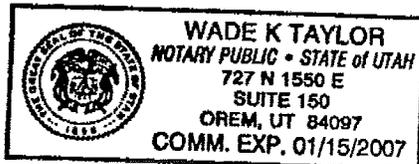
Rintha, LLC

*William F. Whitaker, its Manager*  
By: William F. Whitaker, its Manager

COUNTY OF UTAH )  
: ss.  
STATE OF UTAH )

On the 8th day of January, 2007, personally appeared before me **William F. Whitaker, its Manager for Rintha, LLC**, the signor of the within instrument who duly acknowledged before me that he executed the same.

*Wade K Taylor*  
NOTARY PUBLIC



LEGAL DESCRIPTION

**EXHIBIT A**

BEGINNING AT A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40 WHICH POINT IS NORTH 89°31'34" EAST ALONG THE SECTION LINE 967.135 FEET AND SOUTH 946.26 FEET FROM THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 484.67 FEET; THENCE SOUTH 741.20 FEET TO A POINT IN A FENCE LINE; THENCE NORTH 89°23'36" WEST 701.02 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40; THENCE ALONG SAID RIGHT-OF-WAY AND ALONG A LINE 1.00 FOOT EAST AND PARALLEL TO A FENCE LINE NORTH 16°25'30" EAST ALONG SAID RIGHT-OF-WAY LINE 765.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, AND ORES SITUATED IN, UPON, OR UNDER THE ABOVE DESCRIBED TRACT OF LAND, TOGETHER WITH ALL RIGHTS IN CONNECTION WITH OR RELATIVE TO THE EXPLORATION, MINING, REMOVAL OR SALE OF THE SAME.

WASATCH COUNTY SERIAL NO: OWC-0748-1

When recorded, return to:  
Annette A. Probst  
675 North 550 East  
Heber City, UT 84032

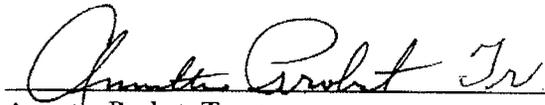
Ent. 272681 Bk. 0701 Pg. 0038-0039  
ELIZABETH M PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
2004 JUN 30 4:30pm Fee 12.00 MWC  
FOR PROBST ANNETTE

## Quitclaim Deed

**Annette Probst, as Trustee of the Barbara Allred Trust, u/a/d August 15, 1996,**  
Grantor, hereby **quitclaims** to **Annette A. Probst, Trustee of the Annette A. Probst Family**  
**Trust, u/a/d 4/10/01,** Grantee, the following tract of land in Wasatch County, Utah, to wit:

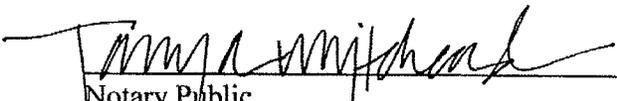
Beginning at a point which is South 26.16 chains and North 89° 12' West 200 feet from  
the NE corner of the NW 1/4 of Section 32, Township 3 South, Range 5 East, Salt Lake  
Base and Meridian; thence North 89° 12' West 1747 feet; thence South 17° West 286.44  
feet; thence East 1902.4 feet; thence North to the point of beginning.

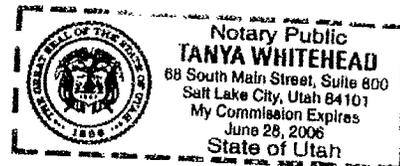
WITNESS the hand of said Grantor this 30<sup>th</sup> day of June 2004.

  
Annette Probst, Trustee

STATE OF UTAH                    }  
  }ss.  
COUNTY OF WASATCH        }

Annette Probst, known to me (or proved on the basis of sufficient identification) to be the  
person whose name appears above, personally appeared before me and acknowledged the  
foregoing instrument in her capacity as Trustee of the Barbara Allred Trust, u/a/d August 15,  
1996, this 30<sup>th</sup> day of June 2004.

  
Notary Public



STATE OF UTAH - DEPARTMENT OF HEALTH

Access to information on this form is limited under the Utah Statistical Act and H.I. 261

STATE OF UTAH - DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 26-089 STATE FILE NUMBER 2681 10701 P 0035

USE PERMANENT BLACK INK

1 NAME OF DECEDENT Barbara Clyde ALLRED		2 SEX Female	3a DATE OF DEATH (Mo, Day, Yr) December 18, 2003	3b TIME OF DEATH (24 hr clock) 08:32	
4 DATE OF BIRTH (Mo, Day, Yr) May 12, 1920	5 AGE - Last Birthday 83	6 BIRTHPLACE (City & State or Foreign Country) Heber City, Utah	7 SOCIAL SECURITY NUMBER 529 - 12 - 7867		
8a PLACE OF DEATH (check only) <input type="checkbox"/> 1 Inpatient <input type="checkbox"/> 2 ER/Outpatient <input type="checkbox"/> 3 DCA <input checked="" type="checkbox"/> 4 Other (specify)		8b NAME OF HOSPITAL, NURSING HOME OR OTHER FACILITY (if outside a facility, give street address of location) Rocky Mountain Care - Heber			
9c CITY, TOWN OR LOCATION OF DEATH Heber City		9d COUNTY OF DEATH Wasatch	9e SURVIVING SPOUSE (if wife, give maiden name) None		
10 WAS DECEDENT EVER IN THE U.S. ARMED FORCES? <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No		11 MARITAL STATUS <input type="checkbox"/> 1 Never Married <input checked="" type="checkbox"/> 2 Married <input type="checkbox"/> 3 Widowed <input type="checkbox"/> 4 Divorced	12a DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do NOT enter retired) Teacher		
12b KIND OF BUSINESS OR INDUSTRY Elementary Education		13a RESIDENCE - STREET AND NUMBER 50 East 400 North			
13b INSIDE CITY LIMITS? <input checked="" type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No		13c CITY, TOWN OR COMMUNITY Heber City	13d COUNTY Wasatch	13e STATE Utah	
14 WAS DECEDENT OF HISPANIC ORIGIN? (if yes, specify) <input checked="" type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No		15 RACE - Black, White, Am. Indian (tribe may be entered), Japanese, etc (Specify) White		16 EDUCATION (specify only highest grade completed) Elementary or Secondary (9-12) College (13-16 or 17+) 16	
17 FATHER'S NAME (First, Middle, Last) Lional Dean Clyde		18 MAIDEN NAME OF MOTHER (First, Middle, Last) Ardell Buhler			
19 NAME, RELATIONSHIP AND MAILING ADDRESS OF INFORMANT Annette Probst (daughter) 675 North 550 East, Heber City, Utah 84032					
20 METHOD OF DISPOSITION <input checked="" type="checkbox"/> 1 Entombment <input type="checkbox"/> 2 Donation <input type="checkbox"/> 3 Other <input checked="" type="checkbox"/> 4 Burial <input type="checkbox"/> 5 Cremation <input type="checkbox"/> 6 Removal		21a DATE OF DISPOSITION December 23, 2003	21b PLACE OF DISPOSITION (name of cemetery, crematory, or other place) Heber City Cemetery	21c LOCATION - City or Town, State Heber City, Utah	
22 SIGNATURE OF FUNERAL SERVICE LICENSEE <i>Gene W. Hoopes</i>		23 LICENSEE NUMBER 100682	24 FUNERAL HOME (Name and address) 101810 Olpin-Hoopes Funeral Home P.O. Box 354 Heber City, Utah 84032	25 DATE DECEASED WAS LAST ATTENDED BY CERTIFYING PHYSICIAN 12/14/03	
26. If not certified by medical examiner, was death reported to M.E.? <input type="checkbox"/> 1. Yes <input checked="" type="checkbox"/> 2. No If yes, enter the date and hour reported.		27a CERTIFIER <input checked="" type="checkbox"/> 1 CERTIFYING PHYSICIAN: To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner as stated. <input type="checkbox"/> 2 MEDICAL EXAMINER/LAW ENFORCEMENT OFFICIAL: On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place and due to the cause(s) and manner as stated.			
27b SIGNATURE AND TITLE OF CERTIFIER <i>Tod Berg M.D.</i>		27c LICENSE NUMBER 264477	27d DATE SIGNED (Month, Day, Year) December 18, 2003		
28 NAME AND ADDRESS OF PERSON WHO CERTIFIED THE CAUSE OF DEATH (Item 31) (Type/Print) Tod Berg M.D., 1485 South Hwy 40, Heber City, Utah 84032		29 REGISTRAR'S SIGNATURE <i>The D. Wright</i>			
30a DATE REGISTRAR NOTIFIED OF DEATH (Mo, Day, Yr.) DEC 18 2003		31. PART I. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS THAT CAUSED THE DEATH. DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. IMMEDIATE CAUSE (Final disease or condition resulting in death) a. <u>Alzheimers</u> b. <u>pneumonia</u> c. <u>3 yrs</u> d. <u>1 wk</u> Approximate Interval Between Onset and Death			
32. IN YOUR OPINION, TOBACCO USE BY THE DECEDENT: <input type="checkbox"/> 1. Probably contributed to the cause of death. <input type="checkbox"/> 2. Was the underlying cause of death. <input type="checkbox"/> 3. Did not contribute to the cause of death. <input type="checkbox"/> 4. Is unknown in relation to the cause of death.		33a WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No		33b WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? <input type="checkbox"/> 1 Yes <input type="checkbox"/> 2 No	
34 MANNER OF DEATH <input checked="" type="checkbox"/> 1. Natural <input type="checkbox"/> 2. Accident <input type="checkbox"/> 3. Suicide <input type="checkbox"/> 4. Homicide <input type="checkbox"/> 5. Undetermined <input type="checkbox"/> 6. Pending investigation if injured Purposefully or Accidently		35a DATE OF INJURY (Mo, Day, Yr.)	35b TIME OF INJURY (24 Hour Clock)	35c INJURY AT WORK? <input type="checkbox"/> 1. Yes <input type="checkbox"/> 2. No	35d PLACE OF INJURY - At home, farm, street, factory, office, building, etc. (specify)
35e LOCATION (Street or rural route number, city or town, county and state)		35f If motor vehicle accident specify if decedent was driver, passenger or pedestrian			
35g DESCRIBE HOW INJURY OCCURRED (enter sequence of events which resulted in injury, NATURE OF INJURY should be entered in item 31)					

This is to certify that this is a true copy of the certificate on file in this office. This certified copy is issued under authority of section 26-2-22 of the Utah Code Annotated, 1953 As Amended.

Date Issued: DEC 19 2003

County Wasatch

Registrar *The D. Wright*

*Barry E Nangle*

Barry E. Nangle  
DIRECTOR OF VITAL RECORDS

By *Janet Norton*  
Deputy

LL01402670



\* 0 1 4 0 2 6 7 0 \*



WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY FOR OFFICIAL PURPOSES. ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

MAIL TAX NOTICE TO  
ANNETTE PROBST  
675 NORTH 550 EAST  
HEBER CITY, UTAH 84032

Ent 319386 Bk 938 Pg 1931-1932  
Date: 27-APR-2007 3:21PM  
Fee: \$13.00 Check Filed By: NC  
ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: PROBST ANNETTE

## QUIT-CLAIM DEED

ANNETTE PROBST, AS TRUSTEE OF THE ALLRED LIVING TRUST U/A/D 8/15/96 Grantors  
Of HEBER CITY, County of WASATCH, State of Utah, hereby QUIT-CLAIM to

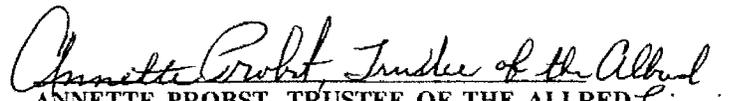
ANNETTE A. PROBST, TRUSTEE OF THE ANNETTE A. PROBST FAMILY TRUST U/A/D 4/10/01

Grantees of

for the sum of TEN DOLLARS and other good and valuable consideration the following tract of land in  
WASATCH County, State of UTAH:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

WITNESS, the hand of said grantors, this 27 day of APRIL, A.D., 2007

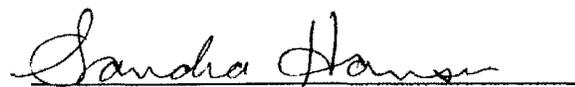
  
ANNETTE PROBST, TRUSTEE OF THE ALLRED LIVING TRUST, U/A/D 8/15/96

STATE OF UTAH

)ss.

COUNTY OF WASATCH

On the 27 day of APRIL, 2007, personally appeared before me ANNETTE PROBST, TRUSTEE OF THE ALLRED LIVING TRUST, U/A/D 8/15/96, the signers of the within instrument, who duly acknowledged to me that they executed the same.

  
NOTARY PUBLIC

My Commission Expires: March 31, 2011

My residence is: Heber City, Utah

NOTARY PUBLIC

EXHIBIT A

TRACT 1: Beginning 26.16 chains South of the Northeast corner, NW ¼ of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence North 89 12' West 29.50 chains; thence South 17 West 4.34 chains; thence East 2102.4 feet; thence North 02 East 26.74 feet; thence South 88 45' East 300 feet; thence North 02 East 228.02 feet; thence North 89 12' West 380.16 feet to the beginning;

LESS MADSON SMALL SUBDIVISION, also known as: Beginning South 1628.17 feet and East 2755.77 feet from the Northwest corner of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence South 89 29' 55" East 275.66 feet; thence South 02 1' 46" West 216.65 feet; thence South 88 58' 02" West 269.98 feet; thence North 00 30' 05" East 223.80 feet to the point of beginning; and

LESS the portion described as: Beginning at a point which is South 26.16 chains and N 89 12' West 200 feet from the Northeast corner of the Northwest ¼ of Section 32, Township 3 South, Range 5 East, Salt Lake Base & Meridian; thence North 89 12' West 1747 feet; thence South 17 West 286.44 feet; thence East 1902.4 feet; thence North to the point of beginning.

TRACT 2: Beginning 26.96 chains South of the Northeast corner, NW ¼ of Section 32, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence West 30.77 chains; thence South 17 West 48 links; thence South 89 12' East 2110.52 feet; thence North 02 East 73.26 feet; thence West 71.58 feet to the point of beginning.

00-0017 - 2473

00-0005 - 7526

00220736 Bk 00448 Pg 00768

768

Ent 387211 Bk 1075 Pg 517 - 519  
ELIZABETH M PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
2013 Feb 27 10:20AM Fee: \$14.00 JP  
For: First American - Heber City  
ELECTRONICALLY RECORDED

Recording Requested by:  
First American Title Company, LLC  
81 South Main Street  
Heber, UT 84032  
(435)654-1414

AFTER RECORDING RETURN TO:  
3 String Holdings, LLC

875 South 600 West  
Heber UT 84032

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

## QUITCLAIM DEED

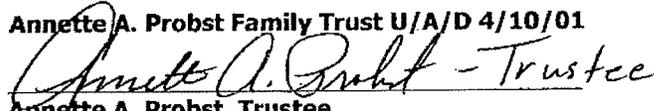
Escrow No. **380-5523077 (nh)**  
A.P.N.: **00-0005-7526 Serial #: OHE-1203-0-032-035**

**Annette A. Probst, Trustee of the Annette A. Probst Family Trust, U/A/D 4/10/01**, Grantor, of **Wasatch** County, State of **UT**, hereby QUITCLAIMS to **3 String Holdings, LLC**, Grantee, of **Wasatch** County, State of **UT**, for the sum of TEN DOLLARS (**\$10.00**) and other good and valuable consideration, the following described tract of land in **Wasatch** County, State of **Utah**, to-wit:

**SEE ATTACHED EXHIBIT "A"**

Witness, the hand(s) of said Grantor(s), this **February 25, 2013**.

**Annette A. Probst Family Trust U/A/D 4/10/01**

  
Annette A. Probst, Trustee

A.P.N.: **00-0005-7526**  
Serial #: **OHE-1203-0-032-035**

Quitclaim Deed - continued

File No.: **380-5523077 (nh)**

Date: **February 25, 2013**

STATE OF Utah )  
County of Wasatch )ss.

On 2/26/13 before me, the undersigned Notary Public, personally appeared Annette A. Probst, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 6/4/14

Natalie L Henning  
Notary Public

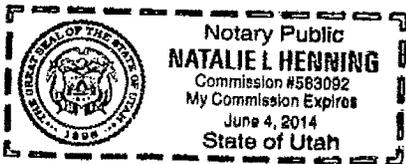


EXHIBIT "A"

BEGINNING AT A POINT WHICH IS SOUTH 26.16 CHAINS AND NORTH 89°12' WEST 200 FEET AND NORTH 89°12' WEST 630.13 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°12' WEST 418.67 FEET; THENCE SOUTH 264.18 FEET; THENCE EAST 415.02 FEET; THENCE NORTH 00°48' EAST 258.36 FEET TO THE POINT OF BEGINNING.  
CONTAINING: 2.50 ACRES +/-



MAIL TAX NOTICE TO  
Ritchie Enterprises  
P.O. Box 127  
Heber City, Utah 84032

Ent 239767 Bk 0536 Pg 0280-0280  
ELIZABETH PARCELL, Recorder  
WASATCH COUNTY CORPORATION  
2001 DEC 13 9:03am Fee 11.00 MWC  
FOR FOUNDERS TITLE COMPANY

## Warranty Deed

Ronald L. Davis, GRANTOR

of Heber, County of Wasatch, State of UTAH, hereby CONVEY and WARRANT to

Ritchie Enterprises, a Limited Partnership

GRANTEE of Heber City, UT for the sum of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION -----

the following described tract(s) of land in Wasatch County, State of UTAH:

Beginning at a point 6.4 chains North and 5.90 chains North 25° East and 750 feet West and 155 feet South 44°30' West and 150 feet South and 119 feet South 37°30' East and 54 feet South 22°30' East from the Southeast corner of the Southwest quarter of Section 29, Township 3 South, Range 5 East of the Salt Lake Meridian; thence South 87° West 435 feet; thence South 63°30' West 112.5 feet; thence South 43.5 feet; thence North 88° East 157.7 feet; thence South 49°30' East 70 feet; thence South 23° East 235 feet; thence South 87°30' East 292.7 feet to the center of the Wasatch Canal; thence up the center line of the Wasatch Canal as follows: North 10°15' West 92.3 feet; thence North 4° East 148.8 feet; thence North 19°30' West 155 feet to the point of beginning.

Subject to and together with a non-exclusive right of way over the following:

Beginning at a point on the East boundary line of Highway 40 at the South line of an access opening which is centered opposite Engineers Station 205+62 Utah State Highway Project #019-1; and running Southeasterly to a point which is 397.2 feet North 89°21' East and South 8°30' West 25.5 feet; thence East 297.8 feet; thence North to the South boundary of the Albert Winterrose property; thence North 87°30' West along said South boundary 21 feet more or less to the Southwest corner of said Albert Winterrose property; thence North 23° West 8.5 feet more or less to a point 50 feet North of the described South line; thence Westerly on a line 50 feet North and parallel to the South line, to the East boundary of said Highway 40; thence South 10°15'30" West along said Highway boundary 51 feet more or less to the place of beginning.

*OWE 10452*

SUBJECT TO easements, covenants, restrictions, rights of way and reservations appearing of record and taxes for the year 2001 and thereafter.

WITNESS, the hand(s) of said Grantor(s), this 12 of December, A.D., 2001.

Signed in the Presence of:



Ronald L. Davis

\_\_\_\_\_)  
ACCOMMODATION RECORDING \_\_\_\_\_)  
FOUNDERS TITLE COMPANY MAKES  
REPRESENTATION AS TO CONDITION  
\_\_\_\_\_)  
OF TITLE NOR DOES IT ASSUME  
\_\_\_\_\_)  
ANY RESPONSIBILITY FOR VALIDITY  
SUFFICIENCY OR AFFECT OF THIS  
DOCUMENT OR THE RECORDING THEREON \_\_\_\_\_)

Recorded at the request of Karen E. Bassett, trustee of the Karen E. Bassett Family Living Trust, Post Office Box 206, Heber City, Utah 84032.

QUIT CLAIM DEED

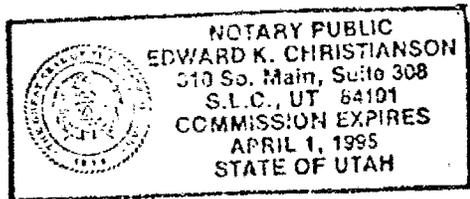
Karen E. Bassett, a married woman, grantor, residing in Midway, Wasatch County, State of Utah, for no consideration, but as a transfer in trust quitclaims to Karen E. Bassett, trustee of the Karen E. Bassett Family Living Trust, grantee, grantor's undivided one fourth (1/4) interest in the following described real property located in Wasatch County State of Utah:

The real property described on Exhibit A located in Wasatch County, State of Utah

Witness the hand of the grantor this 14<sup>th</sup> day of September, 1993. Karen E. Bassett  
Karen E. Bassett

STATE OF UTAH  
COUNTY OF

On the 14 day of September, 1993, Karen E. Bassett, personally appeared before me, the undersigned notary, and being personally known to me or or making herself known to me by credible evidence, and after being duly sworn, declared and acknowledged to me that she executed the foregoing Quit Claim Deed.



Edward K. Christianson  
Notary Public  
Commission Expires: April 1, 1995  
Residing at: Wasatch Co

ENTRY NO. 168637 DATE 10-14-93 TIME 12:06 FEE 1800  
RECORDED FOR KIRK BENNETT BOOK 2166 PAGE 386-388  
RECORDER JOE DEAN HUBER BY SHIRLEY B. BLEAZARD

TRACT #1: Beginning at the South quarter corner of Section 29, Township 3 South, Range 5 East, Salt Lake Meridian; thence running North 6.40 chains; thence N25°E 5.90 chains; thence West 338 feet; thence S42°W 85 feet; thence S89°W 70 feet; thence N71°W 135 feet; thence N53°30'W 28 feet; thence West 154 feet; thence S44°30'W 155 feet; thence South 150 feet; thence S37°30'E 119 feet; thence S22°30'E 54 feet; thence S19°30'E 155 feet; thence S4°W 148.8 feet; thence S10°15'E 92.3 feet; thence East to the place of beginning.

TRACT #2: Beginning at the North quarter corner of Section 32, Township 3 South, Range 5 East, Salt Lake Meridian; and running thence East 5.62 chains; thence S2°W 26.23 chains; thence N89°12'W 34.51 chains more or less to the East boundary line of Highway 40 right-of-way; thence Northerly along said East Highway right-of-way boundary line 1568.56 feet more or less to a point which is S10°15'30"W 191 feet from the South line of the access opening that is centered opposite Engineer Station 205+62 Highway Project #019-1 of the Utah State Road Commission; thence S81°30'E 397.2 feet; thence N8°30'E 223 feet more or less to a point N89°20'E 397.2 feet and 25.5 feet S8°30'W of the South line of said access opening; thence East 297.80 feet; thence North 41.5 feet to the South boundary of Albert Winterrose property; thence along said boundary S87°30'E 271.7 feet; thence South to the North boundary line of said Section 32, thence East to the place of beginning.

TOGETHER WITH: HIGHWAY 40 ACCESS OPENINGS:

#1: 16 foot opening which is centered opposite Engineer Station 188+80 Utah State Highway Project #019-1.

#2: 16 foot opening which is centered opposite Engineers Station 196+40 Utah State Highway Project #019-1. Grantee shall receive exclusive rights to access openings #1 and 2.

#3: 20 foot opening which is centered opposite Engineers Station 204+06 Utah State Highway Project #019-1. Grantee shall receive non-exclusive right in common with Grantor with right of re-location.

#4: 12 foot opening which is centered opposite Engineers Station 205+62 Utah State Highway Project #019-1. Grantee shall receive non-exclusive right in common with Grantor, Albert Winterrose and Byron Cheever.

TOGETHER WITH AND SUBJECT TO:  
RIGHT OF WAYS:

#1: Joint Right-of-Way in common with Byron Cheever, Albert Winterrose and Grantor which commences at a point on the East boundary line of Highway 40 at the South line of an access opening which is centered opposite Engineers Station 205+62 Utah State Highway Project #019-1; and running Southeasterly to a point which is 397.2 feet N89°20'E and S8°30'W 25.5 feet; thence East 297.8 feet; thence North to the South Boundary of the Albert Winterrose property; thence N87°30'W along said South boundary 21 feet more or less to the Southwest corner of said Albert Winterrose property; thence N23°W 8.5 feet more or less to a point 50 feet North of the described South line; thence Westerly on a line 50 feet North and Parallel to the South line to the East boundary of said Highway 40; thence S10°15'30"W along said Highway boundary 51 feet more or less to the place of beginning.

#2: Joint Right-of-Way in common with Grantors, with right to re-locate. Said right-of-way commences on Highway 40 East right-of-way line being the center of access opening #3 described above; and runs thence S10°15'30"W 10 feet; thence S81°30'E 397.2 feet; thence N8°30'E 20 feet; thence N81°30'W 397.2 feet to Highway 40; thence S10°15'30"W 10 feet to beginning.

TOGETHER WITH:  
WATER RIGHTS:

1. 43 Shares Wasatch Irrigation Company Stock.
2. 35 Shares Extension Irrigation Company Stock.
3. Diligence Claim #228 filed to Utah State Engineer.

TOGETHER WITH all improvements thereon and appurtenances thereunto belonging.

SUBJECT to access restrictions and easements of record.

**EXHIBIT 'C'**

**PROPERTY VALUATION & ACREAGE**

**EXHIBIT 'C'**

**ACREAGE WITHIN PROPOSED BASSETT FARM ANNEXATION**

Annexation requires the "majority of the private land area" and "equal in value to at least 1/3 of the value of all private real property" within the area proposed for annexation.

**All Properties Included in Bassett-Ritchie Annexation Petition**

Property Owner	Property Serial No.	Acreage*		Market Value
MWE Valley Hills, LLC	OWC-0748-1-032-035	10.02	acres	\$ 360,000
3 Strings Holdings, LLC	OWC-0773-4-032-035	2.50	acres	\$ 90,583
Annette A Probst TR	OWC-0773-0-032-035	4.19	acres	\$ 153,496
Annette A Probst TR	OWC-0773-2-032-035	1.55	acres	\$ 47,704
Richard F & Karen Bassett TR	OWC-0751-0-032-035	0.78	acres	\$ 228,223
Richard F & Karen Bassett TR	OWC-0751-2-032-035	0.25	acres	\$ 9,056
Richard F & Karen Bassett TR	OWC-0748-2-032-035	8.00	acres	\$ 298,000
Richard F & Karen Bassett TR	OWC-0650-0-029-035	2.09	acres	\$ 235,607
MWE Valley Hills, LLC / Richard Bassett TR	OWC-0748-0-032-035	58.55	acres	\$ 2,107,800
Ritchie Enterprises	OWC-0652-0-029-035	3.37	acres	\$ 121,320
UDOT		2.52	acres	\$ -
<b>TOTALS</b>		<b>93.82</b>	<b>acres</b>	<b>\$ 3,651,789</b>

**Total Acres Owned by Petitioners**

Property Owner	Property Serial No.	Acreage		Market Value
MWE Valley Hills, LLC	OWC-0748-1-032-035	10.02	acres	\$ 360,000
Richard F & Karen Bassett TR	OWC-0751-0-032-035	0.78	acres	\$ 228,223
Richard F & Karen Bassett TR	OWC-0751-2-032-035	0.25	acres	\$ 9,056
Richard F & Karen Bassett TR	OWC-0748-2-032-035	8.00	acres	\$ 298,000
Richard F & Karen Bassett TR	OWC-0650-0-029-035	2.09	acres	\$ 235,607
MWE Valley Hills, LLC / Richard Bassett TR	OWC-0748-0-032-035	58.55	acres	\$ 2,107,800
Ritchie Enterprises	OWC-0652-0-029-035	3.37	acres	\$ 121,320
<b>TOTALS</b>		<b>83.06</b>	<b>acres</b>	<b>\$ 3,360,006</b>

<b>Percentage of Annexation Land Owned by Petitioners =</b>	<b>89%</b>
---	------------

<b>Percentage of Property Value owned by Petitioners =</b>	<b>92%</b>
--	------------

\* Acreage shown on this sheet reflects the acreage reported by the Wasatch County Recorders office. Actual acreage of annexation may be different than actual surveyed boundaries. See Annexation plat for actual acreages

**EXHIBIT 'D'**

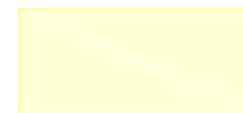
**DEVELOPMENT CONCEPT PLAN**



1 INCH = 100 FT  
(SCALE IN FEET)



VILLAGE CORE/ MIXED USE AREAS



MIXED USE/HIGH DENSITY  
RESIDENTIAL AREAS



LOW DENSITY  
RESIDENTIAL AREAS



WETLAND AREAS



PROJECT C13-016	PREPARED FOR BASSETT/RITCHE
SHEET 1	PROJECT BASSETT-RITCHE ANNEXATION

### CONCEPT PLAN

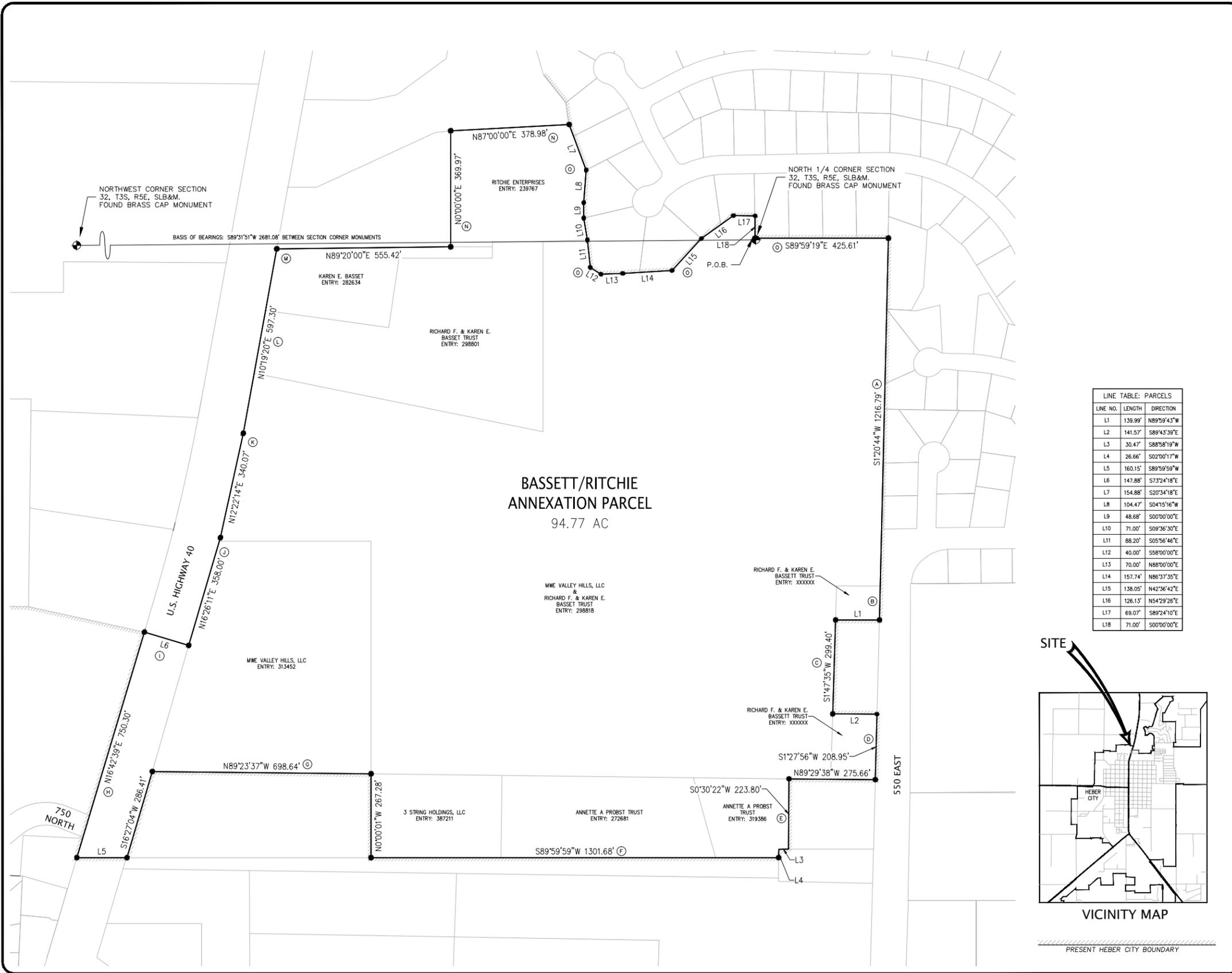
LOCATED IN THE  
NORTHEAST 1/4 OF SECTION  
01, TOWNSHIP 01 NORTH,  
RANGE 01 EAST, SLB&M  
WASATCH COUNTY, UTAH

DRAWN BY:	BMB
REVIEWED BY:	BMB
ISSUE DATE	12/11/2014



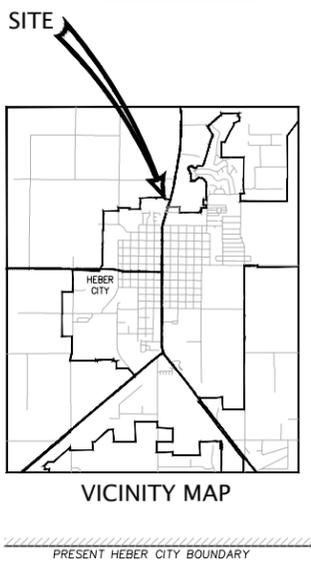
Summit Engineering Group Inc.  
Structural • Civil • Surveying  
86 WEST CENTER • P.O. BOX 178  
HEBER CITY, UTAH 84302  
PH 435-854-9229 • FX 435-854-9231

COPYRIGHT © 2014  
SUMMIT ENGINEERING GROUP, INC.  
DRAWING ALTERNATION  
IF IT IS A VIOLATION OF LAW FOR ANY  
PERSONS UNLESS ACTING UNDER THE  
DIRECTION OF THE PROFESSIONAL LAND  
SURVEYOR TO SIGN ANY FILE OR  
DOCUMENT IN ANY MANNER WHICH  
VIOLATES THE DOCUMENT IS REQUIRED BY  
LAW TO STATE THEIR NAME AND THE  
NATURE AND EXTENT OF THE  
ALTERATIONS.



**BASSETT/RITCHIE  
ANNEXATION PARCEL**  
94.77 AC

LINE NO.	LENGTH	DIRECTION
L1	139.99'	N89°59'43"W
L2	141.57'	S89°43'39"E
L3	30.47'	S88°58'19"W
L4	26.66'	S02°00'17"W
L5	160.15'	S89°59'59"W
L6	147.88'	S73°24'18"E
L7	154.88'	S20°34'18"E
L8	104.47'	S04°15'16"W
L9	48.68'	S00°00'00"E
L10	71.00'	S09°36'30"E
L11	88.20'	S05°56'46"E
L12	40.00'	S80°00'00"E
L13	70.00'	N88°00'00"E
L14	157.74'	N86°37'35"E
L15	138.05'	N42°36'42"E
L16	126.13'	N54°29'26"E
L17	69.07'	S89°24'10"E
L18	71.00'	S00°00'00"E



**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT THAT LIES NORTH 5.20 FEET AND WEST 2.64 FEET FROM THE NORTH ONE QUARTER CORNER FOR SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE;  
 SOUTH 89°59'19" EAST A DISTANCE OF 425.61 FEET; THENCE SOUTH 01°20'44" WEST A DISTANCE OF 1,216.79 FEET; THENCE NORTH 89°59'43" WEST A DISTANCE OF 139.99 FEET; THENCE SOUTH 01°47'35" WEST A DISTANCE OF 299.40 FEET; THENCE SOUTH 89°43'39" EAST A DISTANCE OF 141.57 FEET; THENCE SOUTH 01°27'56" WEST A DISTANCE OF 208.95 FEET; THENCE NORTH 89°29'38" EAST A DISTANCE OF 275.66 FEET; THENCE SOUTH 00°30'22" WEST A DISTANCE OF 223.80 FEET; THENCE SOUTH 88°58'19" WEST A DISTANCE OF 30.47 FEET; THENCE SOUTH 02°00'17" WEST A DISTANCE OF 26.66 FEET; THENCE SOUTH 89°59'59" WEST A DISTANCE OF 1,301.68 FEET; THENCE NORTH 00°00'01" WEST A DISTANCE OF 267.28 FEET; THENCE NORTH 89°23'37" WEST A DISTANCE OF 698.64 FEET; THENCE SOUTH 16°22'04" WEST A DISTANCE OF 286.41 FEET; THENCE SOUTH 89°59'59" WEST A DISTANCE OF 160.15 FEET; THENCE NORTH 16°42'39" EAST A DISTANCE OF 750.30 FEET; THENCE SOUTH 73°24'18" EAST A DISTANCE OF 147.88 FEET; THENCE NORTH 16°26'11" EAST A DISTANCE OF 358.00 FEET; THENCE NORTH 12°22'14" EAST A DISTANCE OF 340.07 FEET; THENCE NORTH 10°19'20" EAST A DISTANCE OF 597.30 FEET; THENCE NORTH 89°20'00" EAST A DISTANCE OF 555.42 FEET; THENCE NORTH 89°00'00" EAST A DISTANCE OF 369.97 FEET; THENCE NORTH 67°00'00" EAST A DISTANCE OF 378.98 FEET; THENCE SOUTH 20°34'18" EAST A DISTANCE OF 154.88 FEET; THENCE SOUTH 04°15'16" WEST A DISTANCE OF 104.47 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 48.68 FEET; THENCE SOUTH 09°36'30" EAST A DISTANCE OF 71.00 FEET; THENCE SOUTH 05°56'46" EAST A DISTANCE OF 88.20 FEET; THENCE SOUTH 58°00'00" EAST A DISTANCE OF 40.00 FEET; THENCE NORTH 88°00'00" EAST A DISTANCE OF 70.00 FEET; THENCE NORTH 86°37'35" EAST A DISTANCE OF 157.74 FEET; THENCE NORTH 42°36'42" EAST A DISTANCE OF 138.05 FEET; THENCE NORTH 54°29'26" EAST A DISTANCE OF 126.13 FEET; THENCE SOUTH 89°24'10" EAST A DISTANCE OF 69.07 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING.  
 PARCEL CONTAINS 4,128,350.90 SQUARE FEET OR 94.774 ACRES.

**BASIS OF BEARINGS**

TYPE BASIS OF BEARINGS FOR THE ABOVE MENTIONED ANNEXATION BOUNDARY DESCRIPTION IS ESTABLISHED AS SOUTH 89°31'51" WEST BETWEEN THE FOUND MONUMENTS FOR THE NORTHWEST AND NORTH ONE QUARTER CORNERS FOR SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

**SURVEYOR'S CERTIFICATE**

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 145796 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.  
 I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO HEBER CITY, UTAH.

BING CHRISTENSEN  
PROFESSIONAL LAND SURVEYOR

DATE \_\_\_\_\_

SURVEYOR'S SEAL

**SURVEYOR'S NARRATIVE**

- PURPOSE:  
 CURRENT UTAH CODE REQUIRES THAT ANNEXATION PETITIONS BE ACCOMPANIED BY "AN ACCURATE AND RECORDABLE MAP, PREPARED BY A LICENSED SURVEYOR, OF THE AREA PROPOSED FOR ANNEXATION" (SEE 10-2-403-3-c-1). FOR THIS ANNEXATION PETITION MAP, AN "ACCURATE" MAP WAS INTERPRETED AS BEING PREPARED IN CONFORMANCE WITH UTAH CODE 17-23-17 AS PERTAINING TO MAPS OF BOUNDARY SURVEYS. EXISTING SECTION CORNER SURVEY MONUMENTS WERE USED TO IDENTIFY DEED LINES; HOWEVER, SAID SECTION CORNER SURVEY MONUMENTS MAY NOT REPRESENT THE ORIGINAL LOCATION OF THE SECTION CORNERS ESTABLISHED BY THE ORIGINAL GLO SURVEY IN THIS AREA. SPECIFIC NOTES PERTAINING TO THE DERIVATION OF EACH COURSE ALONG THE ANNEXATION BOUNDARY ARE AS FOLLOWS:
- FOLLOWS THE PRESENT BOUNDARY PER PREVIOUS ANNEXATIONS AS EVIDENCE BY THE VALLEY HILLS ESTATES ANNEXATION. SEE ENTRY 108101 OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - THE APPARENT EAST BOUNDARY OF THE RICHARD F. & KAREN E. BASSETT TRUST PROPERTY. SEE ENTRY NUMBER XXXXXX OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - FOLLOWS THE PRESENT BOUNDARY PER PREVIOUS ANNEXATIONS AS EVIDENCE BY THE BASSETT ANNEXATION. SEE ENTRY 201470 OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - THE APPARENT EAST BOUNDARY OF THE RICHARD F. & KAREN E. BASSETT TRUST PROPERTY. SEE ENTRY NUMBER XXXXXX OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - FOLLOWS THE PRESENT BOUNDARY PER PREVIOUS ANNEXATIONS AS EVIDENCE BY THE MADSEN ANNEXATION. SEE ENTRY 209835 OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - FOLLOWS THE PRESENT CITY BOUNDARY PER PREVIOUS ANNEXATIONS.
  - FOLLOWS THE PRESENT BOUNDARY PER PREVIOUS ANNEXATIONS AS EVIDENCE BY THE BLUE OX ANNEXATION. SEE ENTRY 345253 OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - FOLLOWS THE PRESENT BOUNDARY PER PREVIOUS ANNEXATIONS AS EVIDENCE BY THE SWENA-REINHOLD ANNEXATION. SEE ENTRY 325434 OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - A NEW BOUNDARY LINE THAT RUNS FROM THE NORTHEAST CORNER OF THE SWENA-REINHOLD ANNEXATION PERPENDICULAR ACROSS US HIGHWAY 40 TO THE EASTERLY RIGH-OF-WAY LINE AS EVIDENCED BY FOUND RIGHT OF WAY MARKERS.
  - THE APPARENT WEST BOUNDARY OF THE MWE VALLEY HILLS, LLC PROPERTY. SEE ENTRY NUMBER 313452 OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - THE APPARENT WEST BOUNDARY OF THE MWE VALLEY HILLS, LLC & RICHARD F. & KAREN E. BASSETT TRUST PROPERTY. SEE ENTRY NUMBER 298818 OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - THE APPARENT WEST BOUNDARY OF THE RICHARD F. & KAREN E. BASSETT TRUST PROPERTY. SEE ENTRY NUMBER 298801 OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - THE APPARENT WEST AND NORTH BOUNDARY OF THE KAREN E. BASSETT PROPERTY. SEE ENTRY NUMBER 282634 OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - THE APPARENT WEST AND NORTH BOUNDARIES OF THE RITCHEE ENTERPRISES PROPERTY. SEE ENTRY NUMBER 239767 OF THE OFFICIAL WASATCH COUNTY RECORDS.
  - FOLLOWS THE PRESENT BOUNDARY PER PREVIOUS ANNEXATIONS AS EVIDENCE BY THE VALLEY HILLS ESTATES PHASE III ANNEXATION. SEE ENTRY 163728 OF THE OFFICIAL WASATCH COUNTY RECORDS.

**ACCEPTANCE BY LEGISLATIVE BODY**

THIS IS TO CERTIFY THAT WE, THE HEBER CITY COUNCIL, HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT OF LAND SHOWN HEREON REQUESTING THAT SAID TRACT OF LAND BE ANNEXED BY THE CITY OF HEBER CITY; AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith, ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1953) 10-2-401 TO 10-2-428 AS REVISED; AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND AS SHOWN AS PART OF THE CITY OF HEBER CITY; AND THAT SAID TRACT OF LAND BE KNOWN HEREINAFTER AS THE [TYPE NAME HERE] ANNEXATION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

SIGNATURE: CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE: PLANNING COMMISSION CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE: CITY RECORDER \_\_\_\_\_ DATE \_\_\_\_\_ CITY RECORDER'S SEAL

\_\_\_\_\_  
COUNTY SURVEYOR

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
COUNTY RECORDER

PROJECT C13-016	OWNER <b>BASSETT/RITCHIE</b>	LOCATED IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SLB&M	DRAWN BY: BMB	<p>Structural • Civil • Surveying 55 WEST CENTER • P.O. BOX 176 HEBER CITY, UTAH 84032 P: 435-854-9229 • F: 435-854-9231</p>
SHEET 1 OF 1	<b>ANNEXATION DECLARATION MAP</b>	WASATCH COUNTY, UTAH	REVIEWED BY: BC	
			SCALE: 1" = 150'	ISSUE DATE: 12/11/2014

COPYRIGHT © 2014  
SUMMIT ENGINEERING GROUP, INC.  
DRAWING ALLEGEDLY:  
IT IS A VIOLATION OF LAW FOR ANY  
PERSON, UNLESS ACTING UNDER THE  
DIRECTION OF LICENSED ARCHITECT,  
PROFESSIONAL ENGINEER, LANDSCAPE  
ARCHITECT, OR PROFESSIONAL LAND  
SURVEYOR, TO REPRODUCE OR  
TRANSMIT IN ANY MANNER, IN THIS  
DOCUMENT IN ANY MANNER, WITHOUT  
THE WRITTEN PERMISSION OF THE  
AUTHOR. THIS DOCUMENT IS REQUIRED BY  
LAW TO AFFIX THEIR SEAL AND THE  
NOTATION "ALSO BY FOLLOWED BY THEIR  
SIGNATURE AND SPECIFIC DESCRIPTION  
OF THE DESIGNATION."

**TAB 3**

**RESOLUTION NO. 2015-01**

A RESOLUTION **AMENDING** THE HEBER CITY CULINARY WATER RATE, AND ALLOWING THE AMENDMENT OF THE CONSOLIDATED FEE SCHEDULE.

BE IT RESOLVED by the City Council of Heber City, Utah that the Heber City Culinary Water Rate, as a matter of policy, is amended as set forth in Exhibit "A" and the Consolidated Fee Schedule should be amended pursuant to an ordinance thereto.

This Resolution shall take effect and be in force from and after its adoption and publication.

**ADOPTED and PASSED** by the City Council of Heber City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Jeffery Bradshaw	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

\_\_\_\_\_  
Mayor Alan W. McDonald

ATTEST:

\_\_\_\_\_  
RECORDER

**Heber City Corporation**  
**2015 Culinary Water Rate Increase - 7.8%**

Service	Current Monthly Fee	7.8% Proposed Monthly Fee
<b>Residential Water - Base Fee</b>		
.75" Meter	\$ 13.45	\$ 14.50
1" Meter	\$ 13.45	\$ 14.50
<b>Residential Water - Price Per 1,000 Gallons</b>		
0 - 7,000	\$ 0.48	\$ 0.52
7,001 - 12,000	\$ 0.59	\$ 0.64
12,000 - 19,000	\$ 0.86	\$ 0.93
19,001 - 35,000	\$ 1.08	\$ 1.16
35,001 - 70,000	\$ 1.24	\$ 1.34
70,001 - 999,999,999	\$ 1.45	\$ 1.56
<b>Commercial Water - Base Fee</b>		
.75" Meter	\$ 13.45	\$ 14.50
1.0" Meter	\$ 13.45	\$ 14.50
1.5" Meter	\$ 59.06	\$ 63.67
2.0" Meter	\$ 97.08	\$ 104.65
3.0" Meter	\$ 226.32	\$ 243.97
4.0" Meter	\$ 378.35	\$ 407.86
6.0" Meter	\$ 697.65	\$ 752.07
8.0" Meter	\$ 1,214.59	\$ 1,309.33
10.0" Meter	\$ 1,268.39	\$ 1,367.32
<b>Commercial Water - Price Per 1,000 Gallons</b>		
0 - 7,000	\$ 0.54	\$ 0.58
7,001 - 999,999,999	\$ 1.13	\$ 1.22

# TAB 4

**ORDINANCE NO. 2015-01**

AN ORDINANCE AMENDING THE CONSOLIDATED FEE SCHEDULE **APPENDIX "A"** (**Consolidated Fee Schedule**) ASSOCIATED WITH AND PERTAINING TO THE CULINARY WATER RATE FOR HEBER CITY, TITLE 3.15, HEBER CITY MUNICIPAL CODE, REVENUE AND FINANCE.

BE IT ORDAINED by the City Council of Heber City, Utah, that Appendix "A" associated with Title 3.15 of the Heber City Municipal Code is amended as and pursuant to the attached Exhibit A. This Ordinance is adopted to reflect the City Council's decision to change the City Culinary Water Rate to 7.8% as indicated in said Exhibit A.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder, and (c) a short summary of it has been published in the Wasatch Wave, a complete copy has been published in the Wasatch Wave or a complete copy has been posted in three public places within Heber City but not prior to the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ADOPTED and PASSED by the City Council of Heber City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

	AYE	NAY
Council Member Robert L. Patterson	_____	_____
Council Member Erik Rowland	_____	_____
Council Member Jeffery Bradshaw	_____	_____
Council Member Heidi Franco	_____	_____
Council Member Kelleen L. Potter	_____	_____

APPROVED:

\_\_\_\_\_  
Mayor Alan W. McDonald

ATTEST:

\_\_\_\_\_  
RECORDER

Date of First Publishing: \_\_\_\_\_

**Heber City Corporation**  
**2015 Culinary Water Rate Increase - 7.8%**

Service	Current Monthly Fee	7.8% Proposed Monthly Fee
<b>Residential Water - Base Fee</b>		
.75" Meter	\$ 13.45	\$ 14.50
1" Meter	\$ 13.45	\$ 14.50
<b>Residential Water - Price Per 1,000 Gallons</b>		
0 - 7,000	\$ 0.48	\$ 0.52
7,001 - 12,000	\$ 0.59	\$ 0.64
12,000 - 19,000	\$ 0.86	\$ 0.93
19,001 - 35,000	\$ 1.08	\$ 1.16
35,001 - 70,000	\$ 1.24	\$ 1.34
70,001 - 999,999,999	\$ 1.45	\$ 1.56
<b>Commercial Water - Base Fee</b>		
.75" Meter	\$ 13.45	\$ 14.50
1.0" Meter	\$ 13.45	\$ 14.50
1.5" Meter	\$ 59.06	\$ 63.67
2.0" Meter	\$ 97.08	\$ 104.65
3.0" Meter	\$ 226.32	\$ 243.97
4.0" Meter	\$ 378.35	\$ 407.86
6.0" Meter	\$ 697.65	\$ 752.07
8.0" Meter	\$ 1,214.59	\$ 1,309.33
10.0" Meter	\$ 1,268.39	\$ 1,367.32
<b>Commercial Water - Price Per 1,000 Gallons</b>		
0 - 7,000	\$ 0.54	\$ 0.58
7,001 - 999,999,999	\$ 1.13	\$ 1.22

# TAB 5

**ORDINANCE NO. 2015-02**

AN ORDINANCE AMENDING SECTIONS 2.48.010 and 2.48.020, OF THE HEBER CITY MUNICIPAL CODE, ***Planning Commission, Created - Membership and Terms of Office.***

BE IT ORDAINED by the City Council of Heber City, Utah, that Sections 2.48.010 and 2.48.020 of the Heber City Municipal Code are **amended** to read as follows:

**Section 2.48.010 Created-Membership**

A. There is created a Planning Commission within and for the City to be known as The Planning Commission.

B. The Commission shall consist of seven voting members, plus ~~one~~ two non-voting alternates. However, said alternates shall vote in the event said alternates ~~participates~~ on the Commission in place of a voting members. All members shall be appointed by the Mayor with the consent of the City Council from among qualified electors of the City. Members shall be selected without respect to political affiliation and shall receive fifty dollars, (\$50.00) for each regular meeting attended.

**Section 2.48.020 Terms of Office**

The terms of office for the appointive members of such Commission shall be two, four, and six years. Two shall be appointed for two years, two shall be appointed for four years, and three shall be appointed for six years. The term of office for the alternate(s) shall be for ~~one~~ two years. Thereafter, the terms of office for each appointive member, except for the alternate(s), shall be six years. Vacancies occurring otherwise than through the expiration of term shall be filled by appointment by the Mayor, with the consent of the City Council. Members may be removed after public hearing by a majority vote of the City Council.

This Ordinance shall take effect and be in force from and after (a) its adoption, (b) a copy has been deposited in the office of the City Recorder and (c) a short summary of it has been published in the Wasatch Wave, but not prior to the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ADOPTED and PASSED by the City Council of Heber City, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYE

NAY

Council Member Robert L. Patterson

\_\_\_\_\_

\_\_\_\_\_

Council Member Jeffery Bradshaw

\_\_\_\_\_

\_\_\_\_\_

Council Member Erik Rowland

\_\_\_\_\_

\_\_\_\_\_

Council Member Heidi Franco

\_\_\_\_\_

\_\_\_\_\_

Council Member Kelleen L. Potter

\_\_\_\_\_

\_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Mayor Alan W. McDonald

ATTEST:

\_\_\_\_\_  
RECORDER

Date of First Publishing: \_\_\_\_\_

# TAB 6

**There are no physical  
materials for this  
agenda item.**

# Tab 7

October 27, 2014

Mayor Alan McDonald, Heber City  
75 N. Main  
Heber City, UT 84032

Dear Mayor McDonald,

Whether you drive on roads, bike on paths, cruise on ATVs, hop on the bus, or walk on the sidewalk, transportation is a part of your daily life. Which roads do you avoid? Where does your sidewalk end? How often do your kids stay inside because of the inversion? You hear from residents how they expect not only well-maintained roads but also transit, ATV, and active transportation options. You have to do more with less and the traditional resources are diminishing. We live in a new era of transportation—we must have a new vision for funding it.

At this year's Utah League of Cities and Towns Annual Convention, the ULCT membership passed a resolution that identified the need for transportation funding and recommended a legislative solution. **We must expand funding for local transportation NOW.**

We recognize the power in numbers. The Utah League of Cities and Towns, Utah Association of Counties, and the Salt Lake Chamber have formed the Utah Transportation Coalition. The Coalition's goal is to build support for major investment in Utah's transportation system per Utah's Unified Transportation Plan, preserve Utah's quality of life, bolster economic growth, improve personal health and air quality, and provide maximum value to all Utahns.

The Coalition will roll out a communications campaign to generate public and political support for comprehensive transportation solutions and to fund the Unified Transportation Plan across the state. We have provided a sample interlocal agreement for your city/town to review, prepare, and enact to join the Coalition. The Coalition will provide a communication toolkit that you can use as is (without additional staff work) or personalize the materials for your community, including newsletter messages, utility fee inserts, social media messages and a city council resolution.

We need Heber City's financial support of \$500 to join together with all other Utah cities, towns, counties, and chambers. The private sector has pledged the majority of the needed amount and they are asking for local government to stand shoulder to shoulder in the effort—a public-private partnership that will make a difference. Please adopt an interlocal agreement (based on the enclosed sample) and support the Coalition. For more information, contact Abby Albrecht at the Utah Transportation Coalition at (801) 831-6116 or at [abby.albrecht@gcinc.com](mailto:abby.albrecht@gcinc.com).

Thank you for your partnership and your support.



Lane Beattie  
President/CEO of Salt Lake Chamber



Ken Bullock  
Executive Director, Utah League of Cities & Towns

Project Name: Utah Transportation Coalition / Salt Lake Chamber

AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

\_\_\_\_\_ **CITY**

and

***Salt Lake Chamber of Commerce***

THIS AGREEMENT made and entered into this \_\_\_\_ **day of** November, 2014, by and between \_\_\_\_\_, a municipal corporation (hereinafter referred to as “**City**”, and SALT LAKE CHAMBER (hereinafter referred to as “**Consultant**”).

The **City** and **Consultant** agree as follows:

1. **RETENTION AS CONSULTANT**

**City** hereby retains **Consultant**, and **Consultant** hereby accepts such engagement, to perform the services described in Paragraph 2. **Consultant** warrants it has the qualifications, experience and facilities to properly perform said services.

2. **DESCRIPTION OF SERVICES**

**Task 1: Transportation Issues Research and Analysis:**

The **Consultant** shall research and analyze transportation funding in Utah at both the State and local level, and use this data to suggest improvements and enhancements to funding transportation in Utah.

These Services shall be completed on June 30, 2015.

**Task 2: Transportation Issue Advocacy and Public Awareness Campaign:**

The **Consultant** shall create an issue advocacy and public awareness campaign related to Utah’s need for improved transportation, and how improved transportation can benefit Utah’s economy, air quality, and quality of life. This advocacy and public awareness campaign will include strategic communications planning, advertising media, advertising purchases, public events, online media, social media, editorial content, and other communications tools.

These Services shall be completed on June 30, 2105.

**Task 3: Transportation Issue Local Government Tool Kit:**

The **Consultant** shall deliver to each municipality a Transportation advocacy tool kit, consisting of but not limited to social media content, utility bill insert content, a city specific fact sheet detailing transportation funding in the individual municipality, editorial content for local papers, website content, and other items to support and aid local governments in discussing their transportation needs with residents.

These Services shall be completed on June 30, 2015.

**Task 4: Legislative and Governmental Relations:**

The **Consultant** shall work with the Utah League of Cities and Towns and the Utah Association of Counties to educate legislators about state and local transportation funding issues. No lobbyists will be engaged in this effort; however individuals required by State law to register as lobbyists working on behalf of these organizations will be involved.

These Services shall be completed on June 30, 2015.

3. **COMPENSATION**

The total compensation payable to **Consultant** by **City** for the Services described in paragraph 2 shall not exceed the sums described in the attached proposal, and shall be earned on the basis as indicated in the **Consultant's** attached proposal.

All payments shall be made within thirty (30) calendar days after execution of this *Agreement*.

**EXTRA SERVICES**

No other extra services are authorized by this *Agreement*.

4. **PROGRESS AND COMPLETION**

The **City** and the **Consultant** are aware that many factors outside the **Consultant's** control may affect the **Consultant's** ability to complete the Services to be provided under this *Agreement*. The **Consultant** will perform these Services with reasonable diligence and expediency consistent with sound professional practices.

5. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services, which are personal services to the **City**. The following persons are deemed to be a key member(s) of or employee(s) of the **Consultant's** team, and shall be directly involved in performing or assisting in the performance of this work.

- Abby Albrecht, Granite Construction and Utah Transportation Coalition
- Justin Jones, Salt Lake Chamber of Commerce
- Cameron Diehl, Utah League of Cities and Towns
- Lincoln Shurtz, Utah Association of Counties

The **Consultant** will subcontract the following portions of the work out to other parties:

- Penna Powers: strategic communications, public relations, and consulting services.
- Other coalition partners

This *Agreement* is not assignable by **Consultant** without the **City's** prior written consent.

6. **HOLD HARMLESS AND INSURANCE**

**Consultant** shall defend, indemnify and hold the **City**, its elected Officials, officers, and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent performance, or any negligent omission of the **Consultant** in performing the services described.

**Consultant** shall, at **Consultant's** sole cost and expense and throughout the term of this *Agreement* and any extensions thereof, carry:

- (1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts.
- (2) Professional errors and omissions insurance in the amount of \$2,000,000, and
- (3) General personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$2,000,000 each claimant and \$2,000,000 each occurrence for the injury or death of person or persons and property damage.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah.

7. **RELATIONSHIP OF THE PARTIES**

The relationship of the parties to this *Agreement* shall be that of independent contractors and that in no event shall **Consultant** be considered an officer, agent, servant, or employee of **City**. The **Consultant** shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

8. **TERMINATION BY CITY**

The **City**, by notifying **Consultant** in writing, may upon ten (10) calendar days notice, terminate any portion or all of the services agreed to be performed under this *Agreement*.

9. **WAIVER/REMEDIES**

Failure by a party to insist upon the strict performance of any of the provisions of this *Agreement* by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this *Agreement* or at law or in equity shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. **CONSTRUCTION OF LANGUAGE**

The provisions of this *Agreement* shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

11. **MITIGATION OF DAMAGES**

In all situations arising out of this *Agreement*, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

12. **GOVERNING LAW**

This *Agreement*, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

13. **CAPTIONS**

The captions or headings in the *Agreement* are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the *Agreement*.

14. **AUTHORIZATION**

Each party has expressly authorized the execution of this *Agreement* on its behalf and acknowledge it shall bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this *Agreement*.

15. **ENTIRE AGREEMENT BETWEEN PARTIES**

Except for **Consultant's** proposals and submitted representations for obtaining this *Agreement*, this *Agreement* supersedes any other *Agreements*, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and *Agreements* between the parties with respect to said services. Any modifications of this *Agreement* will be effective only if it is in writing and signed by the party to be charged.

16. **SEVERABILITY**

If any provision in this *Agreement* is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United State mail, postage prepaid, and addressed as follows:

TO CITY: \_\_\_\_\_ City  
Street Address  
City, Utah ZIP  
Attention: City Recorder

TO CONSULTANT: Utah Transportation Coalition  
c/o Salt Lake Chamber of Commerce  
175 East 400 South, Suite #600  
Salt Lake City, Utah 84

18. **ADDITIONAL TERMS/CONDITIONS**

Additional terms and conditions of this *Agreement* are:

**IN CONCURRENCE AND WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES EFFECTIVE ON THE DATE AND YEAR FIRST WRITTEN ABOVE.**

\_\_\_\_\_ CITY:

Attest

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipal Legal Counsel

**CONSULTANT:**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lane Beattie, President and Chief Executive Officer

\_\_\_\_\_  
Date

State of Utah )

:ss

County of Salt Lake )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me

\_\_\_\_\_ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President and Chief Executive Officer [title], of The Salt Lake Chamber of Commerce [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public

# Tab 8

**Re: Red Ledges Phase 2J**

Red Ledges is proposing Phase 2J, consisting of 25 single-family lots. Part of the phase backs up to the future eastern bypass to the west; Red Ledges has agreed to construct the bypass by October 31, 2016. A future trail passes through part of this phase along the side of Lot 319 and rear of Lot 297. Two future phases are planned on cul-de-sacs between Lots 312 and 318, and between Lots 297 and 307.

The Master Plan Agreement and Interlocal Agreement require that as phases are constructed along the trail, the trail be dedicated and constructed, which would require about 300 feet of trail construction. Unless constructed in future development phases, these trails would dead end and lead to nowhere. The city might consider either having the entire stretch of trail constructed or wait for the trail to be constructed until the phases with the two cul-de-sacs are platted. Red Ledges has been working with WCWEP on relocating the trail to go straight over the canal rather than around the irrigation pond, but has not yet secured a written agreement with WCWEP. A storm drain pipe is needed to divert runoff from the pond around the future Red Ledges lots.

With the approval of Red Ledges Phase 2G earlier this year, Red Ledges agreed to finalize the required open space dedication with Wasatch County and come up with a plan and implementation schedule to improve the steep eastern trail so that it is more usable and less prone to erosion.

The deadline for completion of the bypass is October 31, 2016.

The following two issues have not been resolved (see attached email):

- A. No later than August 1, 2014, developer shall finalize the required open space dedication with Wasatch County required by the Interlocal agreement.
- B. No later than August 1, 2014, developer shall come up with a plan and implementation schedule to improve the steep eastern trail so that it is more usable and less prone to erosion.

**RECOMMENDATION**

On December 11, 2014, the Planning Commission found the proposed Phase 2J of Red Ledges, consisting of 25 Lots, as consistent with the Red Ledges Master Plan, the PC Planned Community Zone, Interlocal Agreement, and Master Plan Agreement, conditional upon the following:

1. Provide an updated title report prior to recording the plat;
2. Provide addresses for the lots on the plat;
3. Provide a tax clearance from county assessor prior to recording the plat;
4. Required improvements for Phase 2J include a storm drain pipe to divert runoff around proposed development;
5. Prior to recording the plat, Red Ledges provide a written agreement with the Bureau of Reclamation permitting the proposed trail realignment over the canal; and
6. The trail within Phase 2J be constructed with the adjoining 2 future cul-de-sac phases to the north.

# Aerial Photo



# Vicinity Map



From: Todd Cates <todd.cates@redledges.com>  
Sent: Thursday, December 04, 2014 2:16 PM  
To: Tony Kohler  
Subject: RE: Phase 2J

Tony,

Here are the answers you requested:

The county has requested that we meet again on the open space easement after the New Year. A draft of the easement document has been drawn up by Utah Open Lands and we are waiting for comments from the county, which, as stated before, they will discuss with us sometime in January.

We have been working in conjunction with the Wasatch Trails Alliance to find alternatives to the short segment of trail that is steeper than ideal. We approached the neighbor to the east regarding an easement in order to run a few switchbacks but they have put their property up for sale and are not interested in making any commitments now that it is on the market. There is a possible buyer of that land who has been in touch with us and they are open to a trail system going through the property however they haven't made a final commitment to purchase the land yet. We've looked into making changes to the trail itself in the meantime and the Trails Alliance said that we really need about 200' to do anything different than what is there currently. The agreement we came to was to leave the trail as it is until we find out about possible buyers to the property to the east.

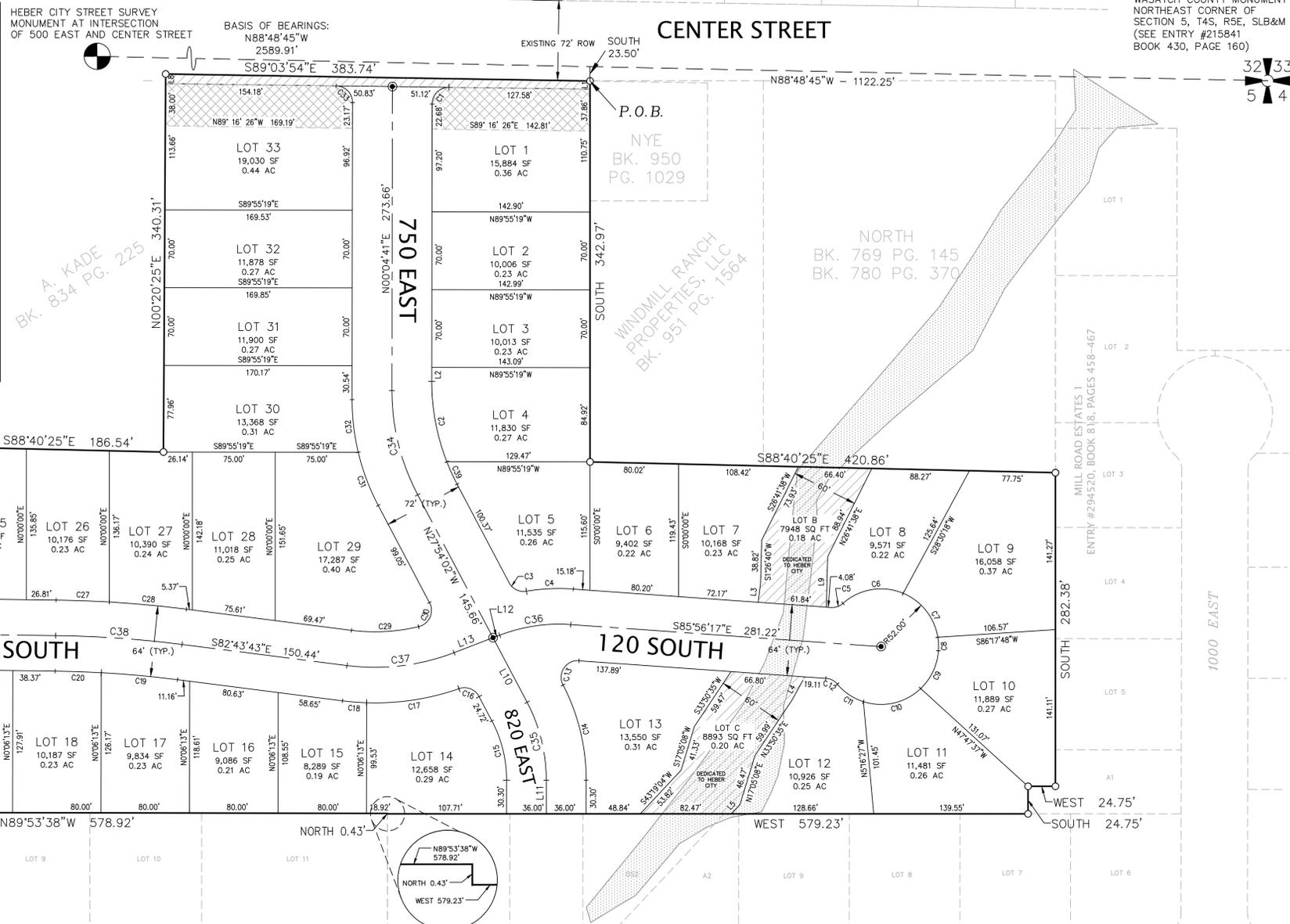
Yes, the trail along the bypass road is located within the right of way.  
Let me know if this is enough or if you need anything additional.  
Todd





CURVE NO.	LENGTH	RADIUS	DELTA	CHORD	DIRECTION
C1	23.69'	14.97'	90°38'53"	21.29'	N45°17'52"E
C2	73.99'	197.00'	213°11'11"	73.56'	N10°40'55"W
C3	18.70'	15.00'	71°25'56"	17.51'	N63°37'01"W
C4	42.55'	182.00'	132°34'41"	42.45'	S87°21'52"W
C5	11.90'	15.00'	45°27'11"	11.59'	S71°20'07"W
C6	58.05'	52.00'	63°57'56"	55.09'	S80°35'29"W
C7	52.68'	52.00'	58°02'46"	50.46'	N38°24'10"W
C8	12.20'	52.00'	13°26'29"	12.17'	N02°39'32"W
C9	38.49'	52.00'	42°24'39"	37.62'	N25°16'02"E
C10	55.74'	52.00'	61°24'58"	53.11'	N77°10'51"E
C11	28.70'	52.00'	31°37'33"	28.34'	S56°17'53"E
C12	11.90'	15.00'	45°27'11"	11.59'	S63°12'42"E
C13	31.80'	15.00'	121°28'52"	26.17'	S33°19'17"W
C14	89.01'	186.00'	27°25'09"	88.16'	S13°42'35"E
C15	55.51'	114.00'	27°54'02"	54.97'	S13°57'01"E
C16	21.26'	15.00'	81°11'48"	19.52'	S68°29'56"E
C17	84.89'	232.00'	20°57'54"	84.42'	N81°23'07"E
C18	21.88'	232.00'	5°24'14"	21.87'	S85°25'49"E
C19	69.22'	968.00'	4°05'49"	69.20'	N84°46'37"W
C20	41.66'	968.00'	2°27'57"	41.66'	S88°03'31"E

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD	DIRECTION
C21	11.89'	15.00'	45°24'54"	11.58'	S67°57'46"W
C22	11.14'	52.00'	12°16'43"	11.12'	S51°23'41"W
C23	111.79'	52.00'	123°10'28"	91.47'	N60°52'44"W
C24	56.66'	52.00'	62°25'43"	53.90'	N31°55'22"E
C25	66.27'	52.00'	73°01'28"	61.88'	S80°21'02"E
C26	11.89'	15.00'	45°24'54"	11.58'	S66°32'45"E
C27	48.23'	1,032.00'	2°40'39"	48.22'	S87°57'11"E
C28	69.99'	1,032.00'	3°53'08"	69.97'	S84°40'17"E
C29	61.19'	168.00'	20°52'05"	60.85'	N86°50'15"E
C30	27.31'	15.00'	104°18'15"	23.69'	N24°15'05"E
C31	51.27'	203.00'	14°28'15"	51.13'	N20°39'55"W
C32	47.86'	203.00'	13°30'29"	47.75'	N06°40'33"W
C33	23.38'	15.03'	89°08'35"	21.09'	N44°35'52"W
C34	97.66'	200.00'	27°58'43"	96.70'	N13°54'41"W
C35	73.04'	150.00'	27°54'02"	72.32'	N13°57'01"W
C36	65.49'	150.00'	28°10'54"	64.97'	N81°33'15"E
C37	98.52'	200.00'	28°13'29"	97.53'	N83°09'33"E
C38	114.55'	1,000.00'	6°33'47"	114.48'	S86°00'36"E
C39	22.21'	197.00'	6°27'32"	22.20'	S24°40'16"E
C40	20.48'	52.00'	22°33'47"	20.35'	N10°34'23"W



**SURVEYOR'S CERTIFICATE**

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 145796 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BING CHRISTENSEN DATE \_\_\_\_\_ SURVEYOR'S SEAL

**SUBDIVISION PLAT BOUNDARY DESCRIPTION**

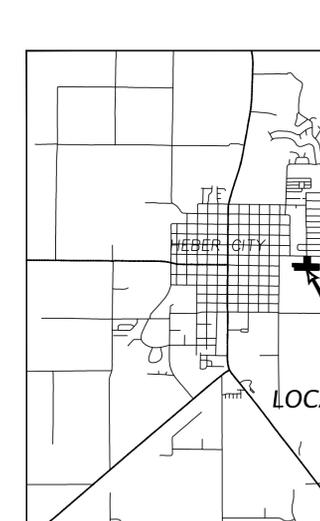
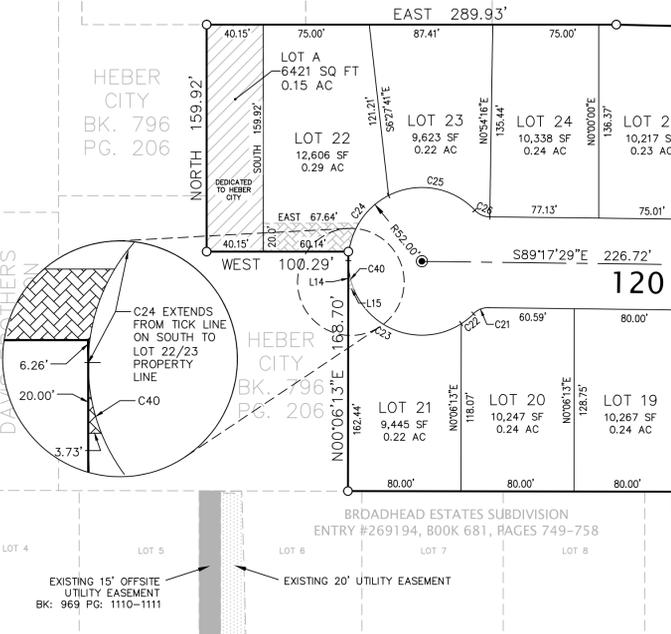
COMMENCING AT A FOUND WASATCH COUNTY SURVEY MONUMENT REFERENCING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N88°48'45"W 1122.25 FEET ALONG A LINE BETWEEN SAID NORTHEAST CORNER OF SECTION 5, AND A FOUND HEBER CITY STREET SURVEY MONUMENT AT THE INTERSECTION OF 500 EAST AND CENTER STREET AND SOUTH 23.50 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CENTER STREET; (BASIS OF BEARING: N88°48'45"W BETWEEN SAID NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND A FOUND HEBER CITY STREET SURVEY MONUMENT AT THE INTERSECTION OF 500 EAST AND CENTER STREET);

AND RUNNING THENCE SOUTH 342.97 FEET ALONG THE WESTERLY BOUNDARY LINE OF THE WINDMILL RANCH PROPERTY AS DETERMINED BY THAT CERTAIN BOUNDARY LINE AGREEMENT BETWEEN WASATCH COUNTY AND NELSON CARTER RECORDED AS ENTRY NUMBER 287713, BOOK 780, PAGE 348 OF THE WASATCH COUNTY RECORDS; THENCE S 88°40'25" E 420.86 FEET ALONG SAID WINDMILL RANCH PROPERTY AND ALSO ALONG THE SOUTH BOUNDARY OF THE CARTER PROPERTY AS DETERMINED BY SAID BOUNDARY LINE AGREEMENT AND THE SOUTH BOUNDARY OF THE NORTH PROPERTY AS DETERMINED BY THAT CERTAIN QUIT CLAIM DEED BETWEEN WASATCH COUNTY AND GARTH NORTH RECORDED AS ENTRY NUMBER 287720, BOOK 780, PAGE 370 OF THE WASATCH COUNTY RECORDS TO THE WEST BOUNDARY OF THE MILL ROAD ESTATES SUBDIVISION PHASE 1 AS RECORDED AS ENTRY NUMBER 294520, BOOK 818, PAGE 458-467 OF THE WASATCH COUNTY RECORDS; THENCE ALONG SAID MILL ROAD ESTATES SUBDIVISION PHASE 1 BOUNDARY THE FOLLOWING 4 COURSES: 1. SOUTH 282.38 FEET, 2. WEST 24.75 FEET, 3. SOUTH 24.75 FEET, 4. WEST 579.23 FEET TO THE EAST BOUNDARY OF THE BROADHEAD ESTATE PHASE 1 SUBDIVISION; THENCE NORTH 0.43 FEET ALONG THE EAST BOUNDARY OF BROADHEAD ESTATES PHASE 1 SUBDIVISION TO THE NORTHEAST CORNER OF SAID SUBDIVISION BOUNDARY; THENCE N 89°53'38" W ALONG SAID BROADHEAD ESTATES PHASE 1 SUBDIVISION 578.92 FEET TO THE EAST BOUNDARY OF THE HEBER CITY PROPERTY RECORDED AS ENTRY NUMBER 290628, BOOK 796, PAGE 206 OF THE WASATCH COUNTY RECORDS; THENCE ALONG SAID BOUNDARY OF THE HEBER CITY PROPERTY THE FOLLOWING 3 COURSES: 1. N 00°06'13" E 168.70 FEET; 2. WEST 100.29 FEET; 3. NORTH 159.92 FEET TO THE SOUTH BOUNDARY OF THE NORTH PROPERTY AS DETERMINED BY THAT CERTAIN BOUNDARY LINE AGREEMENT BETWEEN WASATCH COUNTY AND ELIZABETH REESE RECORDED AS ENTRY NUMBER 287717, BOOK 780, PAGE 364 OF THE WASATCH COUNTY RECORDS; THENCE EAST 289.93 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE KADE PROPERTY AS DETERMINED BY THAT CERTAIN BOUNDARY LINE AGREEMENT BETWEEN WASATCH COUNTY AND ALLEN KADE RECORDED AS ENTRY NUMBER 287715, BOOK 780, PAGE 356 OF THE WASATCH COUNTY RECORDS; THENCE S 88°40'25" E ALONG THE SOUTH BOUNDARY OF SAID KADE PROPERTY 186.54 FEET TO THE SOUTHEAST CORNER OF SAID KADE PROPERTY; THENCE N 00°20'25" E ALONG THE EAST BOUNDARY OF SAID KADE PROPERTY 340.31 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CENTER STREET; THENCE S 89°53'54" E ALONG SAID SOUTH RIGHT-OF-WAY LINE 383.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.06 ACRES.

**BASIS OF BEARINGS**

N88°48'45"W BETWEEN THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND A FOUND HEBER CITY STREET SURVEY MONUMENT AT THE INTERSECTION OF 500 EAST AND CENTER STREET, IN CONFORMANCE WITH UTAH COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS



Lot Number	Address	Lot Number	Address
1	25 S 750 E	17	724 E 120 S
2	43 S 750 E	18	698 E 120 S
3	57 S 750 E	19	676 E 120 S
4	75 S 750 E	20	652 E 120 S
5	839 E 120 S	21	634 E 120 S
6	101 S 750 E	22	631 E 120 S
7	857 E 120 S	23	635 E 120 S
8	877 E 120 S	24	655 E 120 S
9	915 E 120 S	25	681 E 120 S
10	919 E 120 S	26	703 E 120 S
11	918 E 120 S	27	727 E 120 S
12	914 E 120 S	28	751 E 120 S
13	908 E 120 S	29	94 S 750 E
14	864 E 120 S	29	785 E 120 S
15	145 S 820 E	30	68 S 750 E
16	148 S 820 E	31	54 S 750 E
17	794 E 120 S	32	38 S 750 E
18	772 E 120 S	33	22 S 750 E
19	746 E 120 S		

**EASEMENTS NOTED 1: EASEMENTS DEDICATED TO HEBER CITY**

AN EASEMENT IS GRANTED TO HEBER CITY, A PERMANENT EASEMENT OF RIGHT-OF-WAY FOR THE PURPOSE OF ACCESSING AND MAINTAINING STORM DRAIN, PRESSURE IRRIGATION, AND SANITARY SEWER INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO: MAIN LINES, CATCH BASINS, RETENTION/DETENTION PONDS, MANHOLES, BOXES, SURFACE STRUCTURES, AND VALVES, TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND REPLACE SAID FACILITIES, AND THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

PROPERTY OWNER SHALL NOT INCREASE OR DECREASE OR PERMIT TO BE INCREASED OR DECREASED THE GROUND ELEVATIONS OF SAID EASEMENT EXISTING AT THE TIME THIS DOCUMENT IS EXECUTED, NOR CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY PERMANENT BUILDING, FENCES, STRUCTURES, LANDSCAPING (OTHER THAN GRASS), IMPROVEMENTS OR OTHER ENCROACHMENT UPON SAID EASEMENT WITHOUT PRIOR WRITTEN PERMISSION FROM THE CITY. ANY IMPROVEMENTS NOT AUTHORIZED IN WRITING BY CITY WILL BE REMOVED AT THE PROPERTY OWNER'S EXPENSE. PROPERTY OWNER SHALL INSTALL A 12 FOOT GATE IF FENCE IS INSTALLED ACROSS THE EASEMENT.

THE BOUNDARIES OF WHICH ARE SHOWN ON THIS PLAT.

**LEGEND**

- HEBER CITY STREET MONUMENTS.
- PRESSURE IRRIGATION/STORM DRAIN EASEMENT/ SANITARY SEWER EASEMENT DEDICATED TO HEBER CITY. SEE EASEMENT NOTE 1
- AREA TO BE DEDICATED TO HEBER CITY.
- STORM DRAIN EASEMENT DEDICATED TO HEBER CITY.
- FEMA 100 YEAR FLOOD PLAIN

**ZONING INFORMATION**

THIS SUBDIVISION IS LOCATED IN THE R1 RESIDENTIAL ZONE. MINIMUM LOT SIZE IS SQUARE FEET. MINIMUM STREET FRONTAGE IS 75 FEET. MINIMUM SETBACKS ARE AS FOLLOWS:

FRONT: 30 FEET  
 REAR: 30 FEET  
 SIDE: 10 FEET

ALL SETBACKS ARE SUBJECT TO HEBER CITY ZONING ORDINANCE REQUIREMENTS AT THE TIME A BUILDING PERMIT IS ISSUED.

**PUBLIC UTILITY EASEMENTS:**

ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO PUBLIC UTILITY EASEMENTS ALONG ALL PROPERTY LINES AS FOLLOWS:

FRONT: 10 FEET  
 REAR: 10 FEET  
 SIDE: 10 FEET

**LINE TABLE: PARCELS**

LINE NO.	LENGTH	DIRECTION
L1	7.29'	N00°00'00"W
L2	12.66'	N00°04'41"E
L3	17.32'	S07°19'07"W
L4	23.90'	N28°59'13"E
L5	11.22'	N43°19'04"E
L6	8.69'	N00°20'25"E
L7	45.43'	N01°26'40"E
L8	65.72'	S27°54'02"E
L9	30.30'	N00°00'01"W
L10	6.46'	N69°02'48"E
L11	37.67'	N69°02'48"E
L12	20.00'	S00°01'43"E
L13	3.73'	N90°00'00"E

**PLAT NOTES**

- THE RETENTION BASIN AND UTILITY ACCESS EASEMENTS ON LOTS 1 AND 33 ACCOMMODATE STORM DRAINAGE FOR THE SUBDIVISION. HEBER CITY HAS THE RIGHT OF ACCESS THROUGH THESE LOTS TO MAINTAIN AND REPAIR SAID FACILITIES. NO CUTS, FILLS, CHANGES TO TOPOGRAPHY, STRUCTURES ABOVE OR BELOW GROUND, INCLUDING BUT NOT LIMITED TO FENCES, DECKS, SHEDS, OR FOOTINGS OF ANY KIND, ARE ALLOWED IN THE EASEMENTS. ANY OBSTACLES ERECTED WITHIN THESE EASEMENTS WILL BE REMOVED AT THE CURRENT LOT OWNERS EXPENSE. THE OWNER OF THESE LOTS ARE RESPONSIBLE FOR LANDSCAPING AND IRRIGATION OF THE AREA. FENCES CONSTRUCTED AROUND THE EASEMENTS SHALL CONTAIN A 12 FOOT WIDE GATE TO ACCOMMODATE ACCESS BY HEBER CITY CORPORATION.
- THE LOTS WITHIN THIS SUBDIVISION ARE LOCATED WITHIN ZONE 2 OF HEBER CITY'S WELL HEAD PROTECTION AREA, AND THE DUMPING OF CHEMICALS INTO THE STORM DRAIN SYSTEM, SEWER SYSTEM, OR UPON ANY PROPERTY IS PROHIBITED. THE COMPLETE WELL HEAD PROTECTION PLAN IS AVAILABLE FOR REVIEW AT THE HEBER CITY ENGINEER'S OFFICE, ENTITLED "DRINKING WATER SOURCE PROTECTION REPORT"
- LOT A HAS BEEN DEDICATED TO HEBER CITY FOR THE LOCATION OF DETENTION BASIN 1.
- LOTS B AND C HAVE BEEN DEDICATED TO HEBER CITY FOR THE LOWER WASATCH CANAL RIGHT-OF-WAY.
- LOTS 1 & 33 SHALL HAVE NO DRIVEWAY ACCESS FROM CENTER STREET.
- SEWER LATERALS MUST BE FUSION WELDED HDPE FROM STREET TO HOUSE.

**PROPERTY CORNER NOTES**

- SET 5/8" REBAR AND PLASTIC CAP STAMPED 145796 AT SUBDIVISION CORNERS AND REAR LOT CORNERS.
- SET 1.17" COPPER PLUG STAMPED WP-RP 145796 AT POINTS WHERE EXTENSION OF SIDE LOT LINES INTERSECT CENTER OF CONCRETE STREET CURB.

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, BY THE PLANNING COMMISSION OF HEBER CITY.

CHAIRMAN, PLANNING COMMISSION

**OWNER'S DEDICATION**

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS, AND OTHER PUBLIC USES AS DESIGNATED ON THIS PLAT, AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9-807 UTAH CODE, WITHOUT CONDITION, RESTRICTION, OR RESERVATION, TO HEBER CITY, UTAH, ALL STREETS, WATER, SEWER, AND OTHER UTILITY IMPROVEMENTS, PUBLIC OPEN SPACES, PARKS, EASEMENTS, AND ALL OTHER PLACES OF PUBLIC USE, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND HEBER CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER SIGNATURE \_\_\_\_\_ OWNER PRINTED NAME \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH  
 COUNTY OF WASATCH

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE SIGNER OF THE ABOVE OWNER'S DEDICATION, WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

THE CITY COUNCIL OF HEBER CITY, WASATCH COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

MAYOR \_\_\_\_\_ CLERK-RECORDER (SEE SEAL HEREON) \_\_\_\_\_

**WASATCH COUNTY RECORDER**

SEE PROJECTS/DRAWING PROJECTS/03-023 BROADHEAD ESTATES PHASE 2/WORKING FILES/SURVEY/WORKING FILES/SURVEY/03-023 FINAL PLAT (BOOKING)

# Tab 9

Heber City Council  
Staff Report by: Anthony L. Kohler  
Meeting Date: January 15, 2015

**Re: Broadhead Estates Combination of Phase 2, 3 and 4 Final Approval and Development Agreements**

Broadhead Estates Phase 2 originally received Final Approval from the city in 2007. The proposed subdivision is located within 2 zones, the R-1 Residential Zone along the south part of the subdivision, and the R-2 Residential Zone along Center Street south for about 343 feet from Center Street. The subdivision contains 33 proposed lots. The developer was approved by the city in September for 3 phases, and the developer is now requesting to recombine the 3 phases into 1 phase.

750 East, a master planned collector street, will be connected from Center Street to the existing road stub within Mill Road Estates. The subdivision is located within Well Protection Zone 2 for the Hospital and Broadhead Well. The developer has worked with Bart, Horrocks, and the State Engineer to work out details for the storm drainage and sewer systems to be compliant with the well protection area.

**RECOMMENDATION**

On May 22, 2014, the Planning Commission recommended approval of the proposed final subdivision plan as consistent with Chapter 17.16 General Subdivision Procedures, Section 17.20.020 Preliminary Plans, Chapter 17.24 Street Design Standards, Chapter 17.32 Lot Design Standards, Chapter 17.40 Improvements, Chapter 18.52 R-1 Residential Zone, Chapter 18.56 R-2 Residential Zone, and Section 18.68.175 Open Space, subject to the following conditions and adoption of the proposed development agreement.

1. The final plat be altered to delineate the irrigation easement on the rear of lots 16 and 17 with a hatching pattern;
2. The final plat delineate the location of the FEMA 100 Year Flood Zone;
3. The final plat delineate 10 foot public utility easements on each property line with a dashed pattern; and
4. Prior to recording the plat, developer:
  - a. Provide an updated title report;
  - b. Provide addresses for the lots; and
  - c. Provide a tax clearance from county assessor.

**Section 18.68.175 Open Space**

- A.** When a proposed subdivision which adjoins a collector or arterial street as identified on the Heber City Master Street Plan, or adjoins a water feature such as a canal, stream, flood channel or other critical feature as determined by the City Council, the minimum required area and street frontage widths of the lots within the subdivision may be reduced by up to 25 percent of the usual requirement to accommodate dedicated open space along said features.
- B.** The City Council may permit, through a special exception, a rear yard setback reduction of up to 5 feet and/or front yard setback reduction of up to 5 feet to accommodate these open space features, if in the opinion of the City Council such reduction is necessary to

accommodate, protect or enhance the open space feature. Such reduction must be approved by the City Council through the subdivision process, and the reduction shall be noted upon the subdivision plat, stating which lots are affected and the approved setback distances. It is the responsibility of the developer to prove that the setback reduction is necessary to accommodate the open space.

- C.** No density bonuses shall be granted as a result of this Section (i.e. if 10 lots are permitted before the lot size reduction, 10 lots are permitted after the lot size reduction).
- D.** This Section shall not apply to cottage home lots.

SUBDIVISION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
**(Broadhead Estates Phase 2)**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Heber City, hereinafter referred to as "City" and the undersigned as "Developer".

WHEREAS, the petitioner has proposed the Broadhead Estates Phase 2 Subdivision, consisting of 33 lots, and described in Exhibit A.

NOW, THEREFORE, the parties hereby agree as follows:

1. With respect to Exhibit A (the approved final subdivision plat), the developer shall, prior to recordation of that subdivision plat, transfer to the City all required water rights necessary for development, which shall include but not be limited to 35.85 Acre-Feet of depletable water rights.
2. The existing 20 foot wide irrigation easement shall be abandoned, and the irrigation pipes located upon proposed Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 29, 30, 31, 32, and 33 shall be removed and replaced within the alignment of the proposed 120 South Street;
3. The final plat shall note a 20-foot wide utility and access easement along the south property line of Lot 17 for access by Heber City Corporation to the detention pond and for drainage, irrigation and other City utilities. It shall note that structures, grading changes, trees, etc. shall not be permitted without written permission from Heber City. Any fences constructed across the easement shall contain a 12 foot wide gate to accommodate access by Heber City Corporation.
4. The final plat shall include a note that Lots 1 and 8 shall not establish a driveway to Center Street;
5. The final plat shall not that Lots 9, 10, 25, and 26 shall not establish driveway access to 750 East
6. The Final Plat shall delineate the location of the FEMA 100 Year Flood Zone;

7. Developer shall construct an 8-foot asphalt trail per City Standards within the canal right of way paralleling the canal and dedicate the full canal 60-foot right of way to Heber City. The curbs along 120 South shall include ADA compliant curb cuts where the trail connects to the curbs along 120 South. Also, a 6 foot privacy fence will be installed between the trail and lots 27 and 31;
8. Consistent with Section 18.68.140 "Open Space" of the Municipal Code, the planter strips within all dedicated streets shall be 8 feet wide as follows:
  - a. Center Street, a master planned 72 foot wide Major Collector Street, shall be dedicated as a 78 foot wide right of way with 8 foot wide planter strips instead of 5 foot wide planter strips;
  - b. 750 East, a master planned 66 foot wide Minor Collector Street, shall be dedicated as a 72 foot wide right of way with 8 foot wide planters instead of 5 foot wide planter strips;
  - c. 120 South, a 60 foot width local street, shall be dedicated as a 64 foot wide right of way with 8 foot wide planter strips instead of 6 foot wide planter strips;
9. Consistent with Section 18.68.140 "Open Space" of the Municipal Code, the front and rear minimum setbacks shall be reduced to 25 feet as part of the planter strip open space dedication and the lot width minimums shall be reduced up to 25 percent as shown on the plat.
10. Developer shall comply with the well head protection area limitations by constructing sewer and storm drain lines as approved in the Construction Drawings by the State Engineer and City Engineer.
11. The final plat shall note that "The lots within this subdivision are located within Zone 2 of Heber City's well head protection area, and shall be subject thereto, and the dumping of chemicals into the storm drain system, sewer system or upon any property is prohibited. The complete well head protection plan is available for review at the Heber City Engineer's Office, entitled "Broadhead and Hospital Well Protection Areas".

12. Center Street shall be fully improved by the developer along developer's street frontage including curb, asphalt, sidewalk, and utilities,.
13. The final plat shall note that "The retention basin and utility access easements on lots 1 and 8 accommodate storm drainage for the subdivision. Heber city has the right of access through these lots to maintain and repair said facilities. No cuts, fills, changes to topography, structures above or below ground; including but not limited to fences, decks, sheds, or footings of any kind, are allowed in the easements. Any obstacles erected within these easements will be removed at the current lot owners expense. The owners of these lots are responsible for landscaping and irrigation of the area. Fences constructed around the easements shall contain a 12 foot wide gate to accommodate access by Heber City Corporation"
14. Developer shall reimburse City, per the July 22, 2009 Easement and Reimbursement agreement and January 12, 2011, the cost of \$65,370 for the installation of certain irrigation improvements within 30 days of commencing site grading.
15. Acceptance of this subdivision is conditional upon offsite improvements and easements. This subdivision will not be deemed complete until the following offsite improvements and easements are completed by developer and accepted by Heber City:
  - a. The offsite sewer in Center Street must be extended and tied into the existing Center Street sewer to the west, and accepted as complete by the Heber City Engineer;
  - b. The offsite storm water easement and sewer easement in Broadhead Estates Phase 1 must be dedicated to Heber City prior to plat recordation, and the accompanying utilities constructed as part of the required subdivision improvements, including improvements to the existing pond in Broadhead Estates Phase 1.
16. Developer shall deposit sufficient funds with, and agreeable to the City, for future landscaping of the storm water ponds with topsoil, sod, and irrigation prior to acceptance.

17. Lot A shall be dedicated to Heber City for storm water retention, and the existing fence shall be moved or replaced by developer to include Lot A within the fenced in area of the adjacent City property.
18. All public streets shall be dedicated to Heber City.
19. Developer will provide a copy of their noxious weed control plan approved by the Wasatch County Weed Control Board.
20. All aforementioned improvements shall consist of frontage improvements of curbs, sidewalks, pavements, inlets, planting of trees and placing of monuments, as required and consistent with Heber City Standards, constructed to edge of property lines, and including but not limited to required subdivision improvement requirements.
21. Said improvement costs will be paid by the Developer, their assigns, transferees or successors as owners or developers. The Developer shall be obligated to disclose and notify in writing its immediate successors in ownership or developers of the requirements of this Agreement.
22. Developer shall execute a performance agreement and provide a cash bond or letter of credit, acceptable to the City, guaranteeing the improvements related to this subdivision.
23. The parties agree that the improvements will be required at the time of development, and that no building permits shall be issued thereto without the completion of said improvements.
24. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon approval of the improvements, the City agrees to take over roads as shown on the filed map and those areas shown on the recorded subdivision plats as dedicated to the public, and maintain them as public works and public highways of the City without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained here shall be construed in any way to render the City liable for any charges,

costs, or debts for material, labor, or other expenses incurred in the making of these improvements.

25. In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

26. This Agreement 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; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties.

27. Time is of the essence of this Agreement. 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.

28. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

HEBER CITY:

By: \_\_\_\_\_  
Alan McDonald, Mayor

ATTEST:

\_\_\_\_\_  
Heber City Recorder

OWNER, \_\_\_\_\_  
Development Corp., LLC

By: \_\_\_\_\_  
Jerry Hansen

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF WASATCH    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally  
appeared before me the above named Owner, who duly acknowledged  
to me that he is the owner in fee and executed the same as such.

\_\_\_\_\_  
NOTARY PUBLIC

## EXHIBIT A LEGAL DESCRIPTION

### SUBDIVISION PLAT BOUNDARY DESCRIPTION

COMMENCING AT A FOUND WASATCH COUNTY SURVEY MONUMENT REFERENCING THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N88°48'45"W 1122.25 FEET ALONG A LINE BETWEEN SAID NORTHEAST CORNER OF SECTION 5, AND A FOUND HEBER CITY STREET SURVEY MONUMENT AT THE INTERSECTION OF 500 EAST AND CENTER STREET TO THE TRUE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING ON THE SOUTH RIGHT-OF-WAY LINE OF CENTER STREET. (BASIS OF BEARING: N88°48'45"W BETWEEN SAID NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND A FOUND HEBER CITY STREET SURVEY MONUMENT AT THE INTERSECTION OF 500 EAST AND CENTER STREET):

AND RUNNING THENCE SOUTH 335.68 FEET ALONG THE WESTERLY BOUNDARY LINE OF THE CEDAR POST PROPERTY AS DETERMINED BY THAT CERTAIN BOUNDARY LINE AGREEMENT BETWEEN WASATCH COUNTY AND NELSON CARTER RECORDED AS ENTRY NUMBER 287713, BOOK 780, PAGE 348 OF THE WASATCH COUNTY RECORDS; THENCE S 88°40'25" E 420.86 FEET ALONG SAID WINDMILL RANCH PROPERTY AND ALSO ALONG THE SOUTH BOUNDARY OF THE CARTER PROPERTY AS DETERMINED BY SAID BOUNDARY LINE AGREEMENT AND THE SOUTH BOUNDARY OF THE NORTH PROPERTY AS DETERMINED BY THAT CERTAIN QUIT CLAIM DEED BETWEEN WASATCH COUNTY AND GARTH NORTH RECORDED AS ENTRY NUMBER 287720, BOOK 780, PAGE 370 OF THE WASATCH COUNTY RECORDS TO THE WEST BOUNDARY OF THE MILL ROAD ESTATES SUBDIVISION PHASE 1 AS RECORDED AS ENTRY NUMBER 294520, BOOK 818, PAGE 458-467 OF THE WASATCH COUNTY RECORDS; THENCE ALONG SAID MILL ROAD ESTATES SUBDIVISION PHASE 1 BOUNDARY THE FOLLOWING 4 COURSES:

1. SOUTH 282.38 FEET;
2. WEST 24.75 FEET;
3. SOUTH 24.75 FEET;
4. WEST 510.81 FEET;

THENCE LEAVING SAID MILL ROAD ESTATES SUBDIVISION PHASE 1 BOUNDARY N 86°52'49" W 36.45 FEET; THENCE N 79°47'00" W 40.49 FEET; THENCE SOUTH 8.72 FEET TO THE NORTH BOUNDARY OF THE BROADHEAD ESTATES PHASE 1 SUBDIVISION RECORDED AS ENTRY NUMBER 269194, BOOK 681, PAGE 749-758; THENCE N 89°53'38" W ALONG SAID BROADHEAD ESTATES PHASE 1 SUBDIVISION 571.10 FEET TO THE EAST BOUNDARY OF THE HEBER CITY PROPERTY RECORDED AS ENTRY NUMBER 290628, BOOK 796, PAGE 206 OF THE WASATCH COUNTY RECORDS; THENCE ALONG SAID BOUNDARY OF THE HEBER CITY PROPERTY THE FOLLOWING 3 COURSES: 1. N 00°06'13" E 168.70 FEET; 2. WEST 100.29 FEET; 3. NORTH 159.92 FEET TO THE SOUTH BOUNDARY OF THE NORTH PROPERTY AS DETERMINED BY THAT CERTAIN BOUNDARY LINE AGREEMENT BETWEEN WASATCH COUNTY AND ELIZABETH REESE RECORDED AS ENTRY NUMBER 287717 BOOK 780 PAGE 364 OF THE WASATCH COUNTY RECORDS; THENCE EAST 289.93 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE KADE PROPERTY AS DETERMINED BY THAT CERTAIN BOUNDARY LINE AGREEMENT BETWEEN WASATCH COUNTY AND ALLEN CADE RECORDED AS ENTRY NUMBER 287715 BOOK 780 PAGE 356 OF THE WASATCH COUNTY RECORDS; THENCE S 88°40'25" E ALONG THE SOUTH BOUNDARY OF SAID KADE PROPERTY 186.54 FEET TO THE SOUTHEAST CORNER OF SAID KADE PROPERTY; THENCE N 00°20'25" E ALONG THE EAST BOUNDARY OF SAID KADE PROPERTY 331.62 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CENTER STREET; THENCE S 89°16'26" E ALONG SAID SOUTH RIGHT-OF-WAY LINE 383.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.05 ACRES.







# Tab 10

**HEBER CITY  
CORPORATION  
STAFF REPORT**

Type of Meeting: Council Meeting	Date: January 15, 2015
Submitted by: Chief Dave Booth	
Approved by: Chief Dave Booth	
Subject: Conversion of Evidence	

**PURPOSE**

Heber City Police Department is requesting the following attached items be converted to City property; to destroy, convert to department use, or auction.

It is necessary for the police department to purge the evidence room on a regular and consistent basis. All items listed have been properly documented and notifications made to possible owners. Per Utah Code sections 77-24a-1 (Lost Property) and 24-3-103 (Evidentiary Property) the legislative body must grant approval for destruction, conversion, or auction of all items listed.

**RECOMMENDED**

It would be my recommendation to convert all property to Heber City and allow the police department to take the appropriate action(s) to properly handle the property.

I would request that the items identified on the list be converted to department use for the good of public interest use. I would request that the Chief of Police have the discretion to budget items from the converted cash to purchase public interest use related equipment.

**FISCAL IMPACT**

Giving the Chief of Police discretion to expend these funds and use converted property will positively affect future budget requests.

**LEGAL IMPACT**

Utah State Laws have been adhered to and followed expressly.

# Evidence Room Property for: Auction, Conversion or Destruction GUNS

Case #	Date Received	Type of case	Qty	Defendant/Victim/Complainant
0906-1275	9/30/2009	Traffic Offense	1	(D) Guillermo Chavez
0906-1275	9/30/2009	Traffic Offense	1	(D) Guillermo Chavez
0603-0483	3/19/2006	Agg Aslt	1	(D) Guillermo Chavez
24899	1/26/1997	Aslt	1	NA
0603-0555	3/21/2006	Gang Enhanced	1	NA
H10012-217	12/22/2000	Domestic	1	(S) Richar Epps
0902-0551	2/12/2000	Restricted Firearm	1	(S) Gilberto Salamanca-Garcia
1008-0763	8/16/2010	Agg Aslt	1	(s) Justin Byron
0311-0446	11/12/2003	Suicide	1	(s) Bryan Fox
NA	NA	NA	1	NA
NA	NA	NA	1	NA
NA	NA	NA	1	NA
NA	NA	NA	1	NA Serial # NH79911

## Money

Case #	Date Received	Type of case	Qty /Amt	Defendant/Victim/Complainant
1107-0531	7/10/2011	Robbery	\$104	(s) Stephen Jajeh
1107-0531	7/10/2011	Robbery	\$95	(s) Stephen Jajeh
0606-0850	6/25/2006	Drugs	\$5.27	(s) Robert Berry
1406-0238	6/15/2014	Admin Detail	0.63	(s) Brittany Sorensen
1309-0863	9/19/2013	Drugs	\$8.00	(s) Phillip Webster
1309-0337	9/19/2013	Theft	\$385.00	(s) Jamie Allred
1410-0669	10/14/2014	Misc	\$184.57	NA
1110-1237	10/22/2011	Vehicle Burg	\$15.30	(S) DJ Christensen

<b>Total Cash</b>	<b>\$798</b>
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## Other

Case #	Date Received	Type of case	Quantity	Defendant/Victim/Complainant
1101-0987	1/25/2011	Found Property	1	(s) Daniel Grogan
1101-0987	1/25/2011	Found Property	1	(s) Daniel Grogan



1109-1494	10/27/2011 Theft	4 multiply suspects
1108-0289	9/28/2011 Fraud	1 NA
1110-1231	10/27/2011 Vehicle Burg	1 (s) DJ Christensen (s) trevor Healey
1110-1266	10/26/2011 Found Property	1 (s) Norberto Perez
1110-1231	10/22/2011 Vehicle Burg	1 (s) DJ Christensen
1110-1231	10/22/2011 Vehicle Burg	1 (s) DJ Christensen
1110-1231	10/22/2011 Vehicle Burg	1 (s) DJ Christensen
1110-1231	10/22/2011 Vehicle Burg	1 (s) DJ Christensen
1110-1231	10/22/2011 Vehicle Burg	1 (s) DJ Christensen
1110-1231	10/22/2011 Vehicle Burg	1 (s) DJ Christensen
1110-1204	10/27/2011 Recovered	1 (v) Rob Fredrick

## DRUGS

Case #	Date Received	Type of case	Quantity	Defendant/Victim/Complainant
1107-1630	7/30/2011	Drugs	1	(s) Everett Jorgenson
1107-1583	7/29/2011	Drugs	1	(s) Dale Knight
1107-1583	7/29/2011	Drugs	1	(s) Dale Knight
1107-1583	7/29/2011	Drugs	1	(s) Dale Knight
1108-0464	8/9/2011	Domestic	1	(s) Aaron Mitchelle
1108-0464	8/9/2011	Domestic	1	(s) Aaron Mitchelle
1108-0464	8/9/2011	Drugs	1	(s) Aaron Mitchelle
1108-0458	8/9/2011	Drugs	1	(s) Brent Giles
1108-0458	8/9/2011	Drugs	1	(s) Brent Giles
1108-0458	8/9/2011	Drugs	1	(s) Brent Giles
1108-0458	8/9/2011	Drugs	1	(s) Brent Giles
1108-0458	8/9/2011	Drugs	1	(s) Brent Giles
1108-0458	8/9/2011	Drugs	1	(s) Brent Giles
1108-0458	8/9/2011	Drugs	1	(s) Brent Giles
1108-0458	8/9/2011	Drugs	1	(s) Brent Giles
1108-0458	8/9/2011	Drugs	1	(s) Brent Giles
0812-0584	10/2/2014	Drugs	1	(s) Joe Krammer
1101-0387	1/18/2011	Aslt	1	(s) Adron Wilson
1101-0387	1/18/2011	Aslt	1	(s) Adron Wilson
1101-0387	1/18/2011	Aslt	1	(s) Adron Wilson
1101-0387	1/18/2011	Aslt	1	(s) Adron Wilson
1101-0387	1/18/2011	Aslt	1	(s) Adron Wilson
1101-0387	1/18/2011	Aslt	1	(s) Adron Wilson
1101-0387	1/18/2011	Aslt	1	(s) Adron Wilson
1104-0004	4/5/2011	Drugs	1	(S) Dakota Thompson
1104-0004	4/5/2011	Drugs	1	(S) Dakota Thompson
1104-0004	4/5/2011	Drugs	1	(S) Dakota Thompson
1104-0004	4/5/2011	Drugs	1	(S) Dakota Thompson
1104-0004	4/5/2011	Drugs	1	(S) Dakota Thompson
1104-0004	4/5/2011	Drugs	3	(S) Dakota Thompson
1104-0004	4/5/2011	Drugs	1	(S) Dakota Thompson

1104-0046	4/5/2011	Drugs	1 (s) Randi Wardell
1104-0046	4/5/2011	Drugs	1 (s) Randi Wardell
1103-1307	4/5/2011	Drugs	1 (s) Dina McMillian
0907-1312	3/10/2011	Drugs	1 (s) Hayden Rutter
1009-0909	3/10/2011	Theft	1 (s) Dusty Danielle
0903-0078	3/10/2011	Drugs	1 Deceased Tess Lunt
1102-0177	2/9/2011	Theft	1 (s) Duncan Jolley
1102-0177	2/9/2011	Theft	1 (s) Duncan Jolley
1410-0821	10/17/2014	Warrant	1 (s) Thomas Wood
1110-1601	11/9/2011	PD	1 (o) Bryan Bresnan
0508-0759	8/24/2005	Theft	1 (s) John Esterholdt
0311-0764	5/21/2009	Drugs	1 Dallas Clark
0311-0764	5/21/2009	Drugs	1 Rustin Ivie
1109-1269	9/28/2011	Drugs	1 (s) Michelle Baker
1110-1670	11/2/2011	Death	1 (s) Rossi Savage
1110-1670	11/2/2011	Death	1 (s) Rossi Savage
1110-1670	11/2/2011	Death	1 (s) Rossi Savage
1110-1670	11/2/2011	Death	1 (s) Rossi Savage
1111-0001	11/2/2011	DUI	1 (s) William Bowles
1109-1366	9/28/2011	Tobacco	1 (s) Trevor Russell
1103-1274	4/7/2011	Tobacco	1 (s) Jenny Sameulson

# tion 2014

Prop Descript.	Final Dispose
5141 Handgun H7936	Convert
Winchester air rifle H7937	Convert
Semi Auto H4978	Convert
22 Cal Remington	Convert
Bersa .380	Convert
.44 mag revolver	Convert
357 Smith & Wesson	Convert
Blk Metal Knife	Destroy
22 Merlin H3032	Convert
22 Revolver	Convert
22 Cal Handgun	Convert
Leather Rifle Holder	Convert
New England	Convert

Prop Descript.	Final Dispose
Money	Convert

Prop Descript.	Final Dispose
Hardware	Auction / Convert
Custom Hotwell	Auction / Convert

Clothing	Destroy
Cd Interview	Destroy
Cd Interview	Destroy
7-11 Footage	Destroy
Raisnetts	Destroy
Fingerprint cards	Destroy
Backpack	Auction
wrist band	Destroy
Blk/Gry button shirt	Destroy
Vans, whi box	Destroy
Consent to Search	Destroy
whi Tank Top	Destroy
Wallet	Auction
7-11 Surveillance	Destroy
grn sticker You Finger Print	Destroy
Whoppers	Destroy
2 receipts	Destroy
LA Black Hat	Destroy
Phone #'s	Destroy
Blk T-Shirt	Destroy
Wallet	Auction
Wallet	Destroy
Misc Papers	Destroy
Pic. Frame	Destroy
Purse Misc Inside	Destroy
Numerous cards H10306	Destroy
Box H14339	Destroy
Bedside tables	Auc/Convert
Blk Crowbar H9600	Auction
Bonda Hammer H9599	Auction
Red gas can H9603	Auction
Comb H9607	Destroy
Cd Interview	Destroy
Twine H9609	Destroy
Ice pic H9604	Destroy
Screwdriver H9606	Destroy
File H9605	Auction
Bro pocket knife	Auc / Destroy
Pic. Cards/ Thumb drives H9762	Destroy
Deer Head Mount Fake	Destroy
T Mobile H9501	Destroy
Apple I pod H9495	Auction
Activity Card H9513	Destroy
Keys H9528	Destroy
Casset Mini H9527	Destroy
Several Chargers H9526	Destroy
Motorola Phone H9523	Destroy

4 dvd interviews	Destroy
Counterfeit H10561	Destroy
I Pod H10731	Auction
Wallet / Purse H10668	Destroy
Flashlight H10660	Auc/Convert
Ski Mask H10659	Auction
Cell Phone H10655	Auction
Tan Case W Electrical H10656	Auction
Camera H10657	Auction / Convert
Backpack H10661	Destroy
Wallet H10732	Destroy

Prop Descript.	Final Dispose
MJ Pipe	Destroy
Container	Destroy
Metal Pipe	Destroy
MJ Container	Destroy
Marijuana Grinder	Destroy
3 grams Meth	Destroy
Broken Bong Pipe	Destroy
Marijuana	Destroy
Marijuana	Destroy
Spice whi pill Cont.	Destroy
Marijuana pill bottle	Destroy
Grn. Leafy MJ	Destroy
Grn. Leafy MJ	Destroy
Blu Glass Pipe	Destroy
MJ in pill bottle	Destroy
Whi Rolling Papers	Destroy
Glass pipe	Destroy
Marijuana pipe H9597	Destroy
Bong H9598	Destroy
Multi colored pipe H9596	Destroy
Bong H9613	Destroy
Piece of pipe	Destroy
Rolling papers H9611	Destroy
Blk pouch w pipe H9612	Destroy
Glass pipe H9996	Destroy
Glass bong H9991	Destroy
Palm tree pipe H9997	Destroy
Bottle Bong H9992	Destroy
Bong pipe parts H9993	Destroy
Lighters	Destroy
Chrome water valve H9995	Destroy

Marijuana H9999	Destroy
Paraphernila H10000	Destroy
548 various pills H9987	Destroy
Marijuana Pipe H9764	Destroy
Meds H9763	Destroy
5 baggies of Meth H9760	Destroy
Glass pipe H9699	Destroy
Bic Pen Marijuana Pipe H9701	Destroy
Meth Pipe H14416	Destroy
Forensic Evidence blood draw	Destroy
Hazard blood draw	Destroy
Blood Draw H3201	Destroy
Blood Draw H3118	Destroy
Pills H10575	Destroy
2 Straws 2 Bg Meth H10758	Destroy
2 Meth pipes H10759	Destroy
Paraphernilla H10760	Destroy
MJ Pipes H10757	Destroy
Grn jar w Marijuana H10761	Destroy
Chew H10579	Destroy
Cigs H10011	Destroy