

ZONE CHANGE AGREEMENT
Mountain Valley RV Resort

THIS AGREEMENT is entered into this _____ day of _____, 2014, by and between Heber City (the "City") and MWE Mountain Valley RV Resort (the "Developer").

WHEREAS, the Developer has proposed a zone change for a portion of the following described property from R-3 Residential to C-2 Commercial:

LEGAL DESCRIPTION:

Parcel ID: 00-0020-1133
Parcel Serial: OHE-1689-0-008-045-0000

Excepting the western 20 feet of the following described property:

PARCEL 1:

BEGINNING AT A POINT 100 RODS WEST OF THE SOUTHEAST CORNER OF SECTION 8, IN TOWNSHIP 4 SOUTH OF RANGE 5 EAST OF THE SALT LAKE MERIDIAN; AND RUNNING THENCE WEST 20 RODS; THENCE NORTH 80 RODS; THENCE EAST 6.10 RODS; THENCE SOUTH 37°50' EAST 22.66 RODS; THENCE SOUTH 62.11 RODS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE LEGAL THAT MAY LIE WITHIN THE BOUNDARIES OF U.S. HIGHWAY 40.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8, IN TOWNSHIP 4 SOUTH OF RANGE 5 EAST OF THE SALT LAKE MERIDIAN; AND RUNNING THENCE EAST 10 CHAINS; THENCE NORTH 20 CHAINS; THENCE WEST 10 CHAINS; THENCE SOUTH 20 CHAINS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF GROUND CONVEYED BY THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED SEPTEMBER 28, 2006 AS ENTRY NO. 308337 IN BOOK 895 AT PAGE 47 OF OFFICIAL RECORDS.

ALSO LESS AND EXCEPTING THAT PORTION OF GROUND CONVEYED BY THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED SEPTEMBER 11, 2007 AS ENTRY NO. 325804 IN BOOK 949 AT PAGE 1098 OF OFFICIAL RECORDS.

WHEREAS, Developer has submitted a proposed concept plan for the expansion of an existing RV Resort, attached as Exhibit "1", which has been reviewed by staff and approved by the Planning Commission and City Council;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Compliance with Prior Agreements.** Parties acknowledge the terms and conditions of the previous Development Agreement dated October 11, 2012, attached as Exhibit 3 for reference, will apply to Phase 2 and Phase 3 of the RV Resort.
2. **Compliance with Approved RV Resort Expansion Plans.** The RV Resort Expansion Master Plan dated February 26, 2015 and shown in Exhibit 1 is the approved site plan for development of Phase 2 and Phase 3 of the RV Resort. The RV Resort shall be developed in a manner consistent with that site plan.
 - a. **Lighting.** Lighting will comply with city standards imposed in the Phase 1 RV Resort which require hooded lights to minimize their intrusiveness.
 - b. **Noise.** RV owners will not be allowed to operate generators within the RV Park.
 - c. **Periphery Development Standards.** Option C of the Berg Engineering letter dated October 20, 2014, specifies approved development standards for portions of Phase 2 and 3 of the RV Resort, restated below in items 2.c.i. through 2.c.iv., with the exception of underlined verbiage, which is added for clarification of intent of the approved concept plan.
 - i. Provide a 30 foot setback from the new westerly property line to nearest RV pad or building.
 - ii. Install an 8 foot fence along the western property line.
 - ~~ii.~~iii. Install a berm with evergreen and aspen trees along the RV Resort side of the fence, landscaped in a manner consistent with the berms along the RV Resort's Highway 40 frontage as shown in Exhibit 2.
 - ~~iii.~~iv. Locate the trash dumpster, pavilions, fire pits and restroom buildings as shown on the approved final plan.
 - d. **Open Space and Recreation Areas.** Open space and amenities shall be provided and maintained for the exclusive use of the RV Resort's customers and not the general public, similar to that shown on the proposed development plan in Exhibit 1, and will include a clubhouse and other recreational courts, a pool and spa, a dog park, a pavilion, a trail system and open landscaping areas.

3. **2400 South Street.** Heber City and Developer previously agreed to terms for the construction and dedication of 2400 South in a letter dated November 4, 2014 from Berg Engineering. The terms from that letter are restated below in items 3.a. through 3.d. below, with item 3.c.iii. added after the agreement was originally accepted due to new circumstances.

- a. The Mountain Valley RV Resort will dedicate a 72 foot right-of-way to Heber City for 2400 South Street along its southern property line. The road right-of-way will be dedicated to Heber City with construction of the roadway as outlined in Item c.
- b. The Mountain Valley RV Resort will participate in forty percent (40%) of the road construction costs for a local 36 foot wide road. Sewer, culinary water and pressurized irrigation improvements are already installed in the proposed road. Anticipated improvements include a 44 foot wide asphalt collector road, curb, gutter, sidewalk, storm drain, power for street lights and landscaping on the north side of road. Heber City or separate party is responsible for the 60% of the costs for the local road and the cost to upgrade the road to a collector road standard.
- c. The portion of 2400 South Street adjacent to the Mountain Valley RV Resort will be constructed when one of the following occurs:
 - i. The segment of road between the Mountain Valley RV Resort and Highway 40 is under construction. Heber City shall notify the Mountain Valley RV Resort six (6) months prior to the beginning of construction for this segment of road.
 - ii. As a condition of approval for Phase 3 of the Mountain Valley RV Park expansion, construction of 2400 South will be completed with the construction of the final phase of the RV Resort expansion.
 - iii. **Addendum to original 2400 South Agreement.** If properties adjoining and to the south of the Mountain Valley RV Park develop as a school, the timing of the road dedication and construction will occur concurrent with construction of the school. Provided, Developer reserves the right for Phase 3 to access 2400 South if Phase 3 is developed as a different permitted use other than an RV Park. Provided, however, Developer's participation in the road

~~construction costs will be updated with the time value of money if construction occurs prior to item 3.e.i. and 3.e.ii. above.~~

- d. The Mountain Valley RV Resort shall construct 2400 South Street. Heber City shall approve the bid amount for the road construction from the Mountain Valley RV Resort. A construction and cost sharing agreement between Heber City and the Mountain Valley RV Resort will be completed prior to the commencement of work on the road.
- e. Access onto 2400 South and 2110 South shall be restricted to any required secondary access for emergency access or fire egress. Provided however, if the use of the property changes from an RV Park to a different permitted use, access will be permitted from that new use to 2400 South.
- f. The fence along 2400 South shall be setback 3 feet from the sidewalk.
- g. **2400 South Planter Strip.**

~~i. The Mountain Valley RV Resort will landscape and maintain the Planter Strip along its frontage on the north side of 2400 South with a low maintenance xeriscape landscaping, with such plan to be agreed upon between city staff and Developer at time of development of 2400 South; or~~

ii.i. Developer will install and maintain lawn, trees, an irrigation system and dedicate water rights for a Planter Strip to be landscaped in a manner consistent with the Planter Strip along Wheeler Road to the west in the Wheeler Park Subdivision. ~~Heber City will take on long term maintenance responsibilities for the Planter Strip. In the event the City elects to permit Developer's property full access to 2400 South, Developer will take on long term maintenance responsibilities for the Planter Strip.~~

- 4. Once this agreement is signed by the respective parties with the requisite authority to bind the city and the developer it shall be recorded with Wasatch County Recorder. Thereafter the Zone Change Ordinance will be executed by Heber City and these obligations will become binding upon the parties.
- 5. This agreement and the attached Exhibits contain the entire agreement between the parties and no statements, promises or inducements made by either party shall be binding unless modified by a written document approved by both parties.

6. This agreement shall be a covenant running with the land and shall be binding upon the parties and their assigns and successors in interest.
7. In the event there is a failure to perform any of the obligations of this agreement and it becomes necessary for either party to employ the services of an attorney, whether such attorney is inside counsel or private counsel, either with or without litigation, on appeal or otherwise, the prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees and any costs and expenses incurred to enforce this agreement.

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

DATED this _____ day of _____, 2015.

HEBER CITY:

By: _____
 Alan McDonald, Mayor

ATTEST:

 Heber City Recorder

Millstream Properties LLC, Developer:

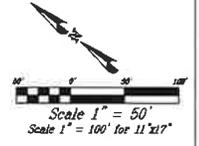
By: _____
 David M. Nelson, Manager

STATE OF UTAH)
 : ss.
 COUNTY OF WASATCH)

On this _____ day of _____, 2015, personally appeared before me the above named authorized representative of Developer, who duly acknowledged to me that Developer is the owner in fee of the land in the Mountain Valley RV Park and executed the same as such.

NOTARY PUBLIC

EXHIBIT 1: RV RESORT MASTER PLAN



PLANT SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT.	SIZE
	28	Amelia Purple Oak / Fraxinus purpurea "Amelia Purple"	8.88	2" Cal
	63	Cascade Red Chokeberry / Fraxinus rogersii "Cascade Red"	8.88	2.5" Cal
	6	Canora Corkwood Shrublet / Populus deltoides "Shrublet"	8.88	2" Cal
	48	Green Ash / Fraxinus pennsylvanica	8.88	2.5" Cal
	48	Hoop Pine Spruce / Picea jeffersoniana "Hoop"	8.88	8-10"
	22	Upright Yew / Taxus canadensis	8.88	2.5" Cal
	136	Quaking Aspen / Populus tremuloides	8.88	2" Cal
	27	Spine Honeycrisp / Chaetula trichomanes "Spine"	8.88	2.5" Cal
	15	Spring Snow Crab Apple / Malus "Spring Snow"	8.88	2" Cal
SHRUB AREAS	QTY	COMMON NAME / BOTANICAL NAME	CONT.	
	931	Shrub Hedge / Shrub Hedg	5 gal	
GROUND COVERS	QTY	COMMON NAME / BOTANICAL NAME	CONT.	
	16.578 sq ft	2-4" Rock Mulch / Rock Mulch	mt ch	
	215.205 sq ft	Reynolds Bluegrass / Poa pratensis	mt ch	

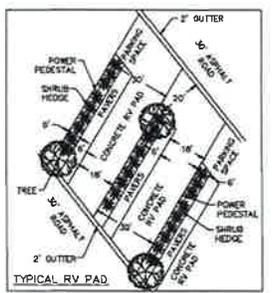


EXHIBIT 3 : DEVELOPMENT AGREEMENT

MILLSTREAM PROPERTIES
RV RESORT - PHASE 2
PHASE 2
LANDSCAPE PLAN

berg
LANDSCAPE ARCHITECTS

3800 E. MOUNTAIN VIEW BLVD. SUITE 200
DENVER, CO 80231
TEL: 303.755.1100
WWW.BERGARCHITECTS.COM

DESIGN BY: POB DATE: 27 MAR 2015 SHEET: 4
DRAWN BY: POB REV:

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION UNLESS SIGNED AND SEALED.

CEL & BERG L.L.C.
SERIAL NO. 278778
DATE: 27 MAR 2015

