

THIS AGREEMENT entered into this 20 day of December, 2006, by and between Heber City and the Boyer Company, "Boyer or Company."

WHEREAS, The Company desires that Heber City annex the hereinafter described property into the City under its BMP Business and Manufacturing Park and C-2 Commercial Zoning, and

WHEREAS, the City is willing to so annex and to provide City services at City rates upon certain conditions. The Boyer company, in consideration for the City annexing said property, agrees to be responsible to implement, perform those acts required for, and/or reimburse the City for such costs associated with implementing said conditions and meeting the following requirements,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Heber City shall annex into the City, consistent with the Future Land Use Plan. More specifically, the 10 acre Redmond Salt (Mair) property will be zoned BMP Business and Manufacturing Park, and the Crook, Sweat, Heber City/Wasatch County, McDonald, and Mark Kohler properties will be zoned C-2 Commercial, all of which are more particularly described in the attached Exhibit A.

2. In consideration of the City annexing as set forth above, in the event that the property is not developed by Boyer, Boyer agrees to do the following with regard to the Sweat Property:

- a. Boyer shall pay, or compensate the City all costs, except as excluded below, associated with the acquisition and preservation of a roadway corridor for 300 West through the Sweat property and for the acquisition of required general easements, as well as easements for utilities along said roadway and along the 189 Highway frontages. Said costs shall also include the value paid in condemnation for the land but shall specifically not include legal fee's, city overheard and engineering fees or other cost that the city may incur in a condemnation proceeding.
- b. Boyer shall acquire, complete, satisfy or bring to fruition, or perform, pay for, or compensate the

City any costs associated with acquiring, completing, satisfying or bringing to fruition any and all requirements, obligations and conditions imposed on Evan and Carolyn Sweat, and Jason and Janette Sweat, as set forth and identified in that certain Annexation Agreement, known as the Crook Annexation Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2006, including but not limited to paying the value paid in condemnation, and the costs for construction of infrastructure for any and all the items identified in said aforementioned Annexation Agreement.

3. This Agreement shall be a covenant running with the land, and shall be binding upon the Parties and their assigns and successors in interest.

4. 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.

5. 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.

DATED this 20 day of December, 2006.

HEBER CITY:

By: *David R. Phillips*  
David R. Phillips, Mayor

ATTEST:

*Janette Sweat*  
Heber City Recorder



The Boyer Company L.C.

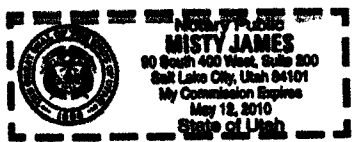
By: [Signature]

Its: Manager

Date: 12/20/06

STATE OF UTAH )  
COUNTY OF Salt Lake : ss.  
~~WASATCH~~ )

On this 20 day of December, 2006,  
personally appeared before me Devon Evers,  
representing The Boyer Company who duly acknowledged to me that  
he is the owner in fee, or duly appointed representative, and  
executed the same as such.



Misty James  
NOTARY PUBLIC

BEGINNING AT THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 441.75 FEET ALONG THE PRESENT BOUNDARY OF HEBER CITY AS EVIDENCED BY THE ROYAL COACHMAN ANNEXATION (SEE ENTRY NUMBER 149710 BOOK 211 PAGE 455-464);

THENCE WEST 209.66 FEET AND SOUTH 50°21'05" WEST 100.63 FEET AND SOUTH 03°53'23" WEST 80.33 FEET AND SOUTH 04°43'40" WEST 302.85 FEET ALONG THE PRESENT BOUNDARY OF HEBER CITY AS EVIDENCED BY THE MORGAN ANNEXATION (SEE ENTRY NUMBER 222707 BOOK 456 PAGES 269-278):

THENCE SOUTH 89°59'58" WEST 429.85 FEET ALONG THE PRESENT BOUNDARY OF HEBER CITY AS EVIDENCED BY THE AIRPORT ANNEXATION (SEE ENTRY NUMBER 205688 BOOK 391 PAGES 438-447);

THENCE NORTH 39°57'40" WEST 101.86 FEET; THENCE NORTH 50°02'20" EAST 337.94 FEET; THENCE SOUTH 89°50'30" WEST 1478.05 FEET; THENCE NORTH 40°23'30" WEST 183.62 FEET;

THENCE NORTH 89°49'46" EAST 5.57 AND NORTH 40°23'36" WEST 14.03 FEET ALONG TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT AND CONCAVE NORTHEASTERLY WITH A RADIUS OF 1533.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 49°36'24" EAST AND THENCE NORTHWESTERLY 519.94 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'58" (CHORD BEARS NORTH 30°40'37" WEST 517.45 FEET) ALONG THE PRESENT BOUNDARY OF HEBER CITY AS EVIDENCED BY THE HERROD ANNEXATION (SEE ENTRY NUMBER 225474 BOOK 467 PAGE 636-645);

THENCE NORTH 89°43'23" EAST 570.32 FEET AND NORTH 01°06'23" EAST 665.00 FEET AND SOUTH 89°43'23" WEST 2.71 FEET ALONG THE PRESENT BOUNDARY OF HEBER CITY AS EVIDENCED BY THE WASATCH COUNTY SCHOOL DISTRICT ANNEXATION (SEE ENTRY NUMBER 170070 BOOK 270 PAGE 271-290);

THENCE NORTH 02°01'33" EAST 51.56 FEET AND SOUTH 88°15'23" EAST 693.51 FEET ALONG THE PRESENT BOUNDARY OF HEBER CITY AS EVIDENCED BY THE INDUSTRIAL PARK ANNEXATION AND THAT CERTAIN RECORD OF SURVEY PREPARED AND CERTIFIED BY GILBERT HORROCKS FOR THE HEBER CITY INDUSTRIAL PARK PROPERTY ON 29 DECEMBER, 1978;

THENCE SOUTH 00°48'00" WEST 696.82 FEET AND EAST 1152.62 FEET ALONG THE PRESENT BOUNDARY OF HEBER CITY AS EVIDENCED BY THE RITCHIE ADDITION ANNEXATION (SEE ENTRY NUMBER 109030 BOOK 109 PAGES 664-73) TO THE POINT OF BEGINNING.

CONTAINING 43.781 ACRES.