

**WHEN RECORDED, RETURN TO:**

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

Ent 562828 Bk 1524 Pg 1355-1386  
Date: 06-AUG-2025 3:36:36PM  
Fee: \$40.00 Check Filed By: HP  
MARCY M MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
For: KILLPACK ADAM

Tax Parcel Nos.: 00-0005-9183, 00-0021-6090, 00-0005-9191 and 00-0005-9134

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(Space above for Recorder's use only.)

**DEVELOPMENT AGREEMENT  
THE VIEWS ON MAIN**

THIS DEVELOPMENT AGREEMENT FOR THE VIEWS ON MAIN (this "**Agreement**") is made and entered into by and between HEBER CITY, a political subdivision of the State of Utah (the "**City**"), and PINE VALLEY INVESTMENTS LLC, a Utah limited liability company and 843 SOUTH MAIN LLC, a Utah limited liability company (together "**Property Owners**"). The Property Owners and the City are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

A. Property Owners are the owners of approximately **6.329 acres** of real property located at approximately 843 South Main Street (the "**Property**"). A legal description of the Property is attached hereto as **Exhibit A**.

B. In conjunction with the approval of this Agreement, the City approves the general layout for the project as set forth in the Concept Site Plan for the Project (the "**Site Plan**").

C. The Site Plan for the Property provides for a mixed-use development, including a condominium hotel and commercial uses.

D. The Parties now desire to enter into this Agreement to establish and set forth the rights and responsibilities of Property Owners and their successors in interest, including but not limited to, those developers, sub-developers and builders who will develop the Property as a mixed-use project in accordance with the terms hereof.

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

## TERMS

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

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

1.2 **Definitions.** Any capitalized term or phrase used in this Agreement has the meaning given to it below or in the section where the definition of such term is given.

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

1.2.2 **Administrative Action** means and includes any amendment to the Exhibits to this Agreement or other action that may be approved by the Administrator as provided in Section 9.

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

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

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

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

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

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

1.2.9 **City's Future Laws** means the ordinances, policies, standards, and procedures of the City that will be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and that may, in accordance with the provisions of this Agreement, be applicable to the Development Application.

1.2.10 **City's Vested Laws** means the ordinances, policies, standards, and

procedures of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that are in effect as of the Effective Date.

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

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

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

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

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

1.2.16 **Impact Fees** means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in Utah Code Ann. §§ 11-36a-101, et seq. (2024), as amended.

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

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

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

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

1.2.21 **Non-City Agency** means a governmental or quasi-governmental entity, other than those of the City, which has jurisdiction over the approval

of an aspect of the Project.

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

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

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

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

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

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

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

1.2.29 **Project** means the mixed-used Site Plan to be developed on the Property in accordance with this Agreement.

1.2.30 **Property Owner or Property Owners** means PINE VALLEY INVESTMENTS LLC, a Utah limited liability company and 843 SOUTH MAIN LLC, and any other successor-in-interest to any of the foregoing as an owner of the Property or any portion thereof, including but not limited to, Developers, Sub-developers and builders.

1.2.31 **Site Plan** refers to the Site Plan attached as **Exhibit B**, which Site Plans generally depict the development plan for the Property.

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

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

1.2.34 **System Improvement** means those elements of infrastructure that



fall within the definition of System Improvements pursuant to Utah Code Ann. § 11-36a-102(21).

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

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

3. **Zoning and Vested Rights.**

3.1 **Zoning.** The Project is zoned C-2 Commercial. Except as otherwise provided herein, the Project shall be vested with 5 story heights and commercial uses according to the City's zoning code set forth in Chapter 18.28 that was in place on August 5, 2021. All other provisions of Heber City code shall be applicable as of the date of this Agreement.

3.2 **General Vested Rights.** Subject to paragraphs 3.3 and 3.4, and except as specifically provided herein, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws, and the zoning of the Property. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2025).

3.3 **Compliance with City Requirements and Standards.** Developer and Property Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve Developer or any Continuing or Successor Owner from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats for the Project, which are in place at the time of a complete and approved application, including the payment of unpaid fees, the approval of subdivision plats, final site plan approval, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City except as otherwise provided in this Agreement.

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

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

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

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

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

3.4.5 Engineering Standards. Amendments or changes to the City's Engineering Standard Drawings and Specifications provided that the amendments or changes (i) do not materially impact the ability of Developer to develop the Project in accordance with the Site Plan, or (ii) are not enacted as a means to reduce or limit the ability of Developer to develop the Project in accordance with the Site Plan and vested densities.

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

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

3.4.8 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 (2025) et seq., and are not enacted as a means to reduce or limit the ability of Developer to develop the Project in accordance with the Site Plan and vested densities;

3.4.9 Planning and Zoning Modifications. Changes by City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not (i) reduce the Density Entitlements or (ii) materially impact the ability of Developer to develop the Project in accordance with the Site Plan or (iii) increase the overall cost of the Project; or

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

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

4.1 **Project Density and Building Height.** Property Owners shall be entitled to develop and construct a multi-unit condominium hotel with up to 196 units, which may include additional lock-off units as long as parking requirements are met. The total height of the hotel shall not exceed 5 stories (excluding underground parking) and shall not exceed 70 feet.

5. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue either for a period of ten years (10) years, or the day upon which the final certificate of occupancy is approved and granted, whichever first occurs (the "Term"). If Property Owners completes construction of 860 S. on the Property as set forth in paragraph 6.1 within five (5) years of the effective date, they shall be entitled to an automatic extension of the term for an additional five (5) years. This additional five (5) year extension shall be added to the original Term. Unless otherwise agreed between the Parties, Property Owner's unbuilt vested rights and interests set forth in the Agreement shall expire at the end of the Term, or as the Term may be extended by mutual agreement of the Parties. Upon termination of this Agreement for any reason, the licenses, building permits, or certificates of occupancy granted prior to the expiration of the Term shall remain vested rights in accordance with the terms and conditions of such approvals. Furthermore, any obligations of Developer related to any licenses, building permits, or certificates of occupancy shall continue in full force and effect.

6. **Required Public Improvements.** In addition to other requirements set forth in City Code, Property Owner shall be required to complete the following:

6.1 **Dedication and Completion of 860 South.** Prior to obtaining a building permit for the Project, or when otherwise requested by the City, Property Owners shall dedicate to the City the land necessary to complete the two sections of 860 South as shown on Exhibit C. Prior to obtaining a building permit for the Project, Property Owners shall complete or bond for completion of the sections of 860 South as shown on Exhibit C. The western section, up to and including the first two accesses as shown on the Site Plan shall be completed prior to the issuance of a Certificate of Occupancy for Phase 1. The required sections of 860 South shall be completed prior to issuance of a Certificate of Occupancy for Phase 2 of the Project.

6.2 **860 South and Main Traffic Signal.** Property Owners shall be responsible for the engineering, design and permitting with UDOT of a traffic signal at the intersection of 860 South and Main Street. The traffic signal must be permitted and installed with Phase 1 of the Project, unless determined otherwise by the City Engineer. City shall reimburse Property Owners for 75% of the out-of-pocket construction costs for the traffic signal.

6.3 **Land for Future Road on East of Property.** Prior to obtaining a building permit for the Project, or when otherwise requested by the City, Property Owners shall dedicate to the City the land on the East side of the Project, as depicted on Exhibit D, which may be utilized by the City for a future roadway.

6.4 **Electric Poles Along Main Street.** Property Owners shall be required to relocate the power lines along Main Street necessary to construct 860 South and shall be required to underground utilities in accordance with the City's Vested Laws.

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

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

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

7.3 **Developer's Remedies Upon Default.** Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL HEBER CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

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

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

**To the Property Owners:**

Adam Killpack 9806 N Hibiscus Ln Eagle Mountain, UT 85005	Kris Parker PO Box 567 Heber City, UT 84032
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**To the City:**

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

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

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

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

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

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

9. **Administrative Amendments.**

9.1 **Allowable Administrative Applications:** If allowed by Utah state law, the following modifications to this Agreement may be considered and approved by the Administrator.

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

9.1.2 **Design Guidelines.** Modifications of the Design Guidelines.

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

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

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

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

9.2.3 **Notification Regarding Application and Administrator's Approval.** Within ten (10) days of receiving a complete application for an Administrative Amendment, the Administrator shall notify the Council in writing. Unless the Administrator receives a notice pursuant to these Sections, requiring that the proposed Administrative Amendment be considered by the Council as a Modification Application, the Administrator shall review the application for an Administrative Amendment and approve or deny the same within 45 days. If the Administrator approves the Administrative Amendment, the Administrator shall notify the Council in writing of the proposed approval and such approval of the Administrative Amendment by the Administrator shall be conclusively deemed binding on the City. A notice of such approval shall be recorded against the applicable portion of the Property in the official City records.

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

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

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

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

10.2 **Modification Application Contents.** Modification Applications shall include:

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

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

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

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

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

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

10.4 **Planning Commission Review of Modification Applications**

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

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



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

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

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

**10.8 Amendments by Property Owners.** Notwithstanding any other provision in this Agreement to the contrary, Property Owners may propose and if approved by the City, execute any amendment or other modification of this Agreement or the Site Plan, without the consent of any Property Owner provided that such amendments, modifications, land uses and density allocations: (a) are consistent with the requirements of the City's Vested Laws; and (b) shall not alter the ERU density allocated to such Property Owner identified in a duly executed Development Report or assignment from Property Owners or otherwise affect any development rights associated with such Property Owner's Development Property set forth in a property specific development agreement with the City pertaining to such Development Property or a recorded Subdivision Plat specific to such Development Property and no other portion of the Project. For avoidance of doubt, neither the City nor Property Owners shall be required to obtain the consent of any Property Owner or any subsequent owner of a portion of the Project in order to amend this Agreement pursuant to this Section 15.

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



transferees and mortgagees.

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

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

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

as may be reasonably necessary to cure or remedy such default or noncompliance if such Mortgagee commences such cure or remedy during such 90-day period and thereafter diligently pursues completion of such cure or remedy to the extent possible.

15. **Termination**

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

- (i) Expiration of the Term of this Agreement;
- (ii) Completion of the Project in accordance with the Development Entitlements and the City's issuance of all required occupancy permits and acceptance of all dedications and improvements required under the Development Entitlements and this Agreement;
- (iii) Except for the payment of applicable fees and assessments, as for any specific residential dwelling or other structure within the Project, this Agreement shall be terminated for such dwelling or other structure upon the issuance by City of a certificate of occupancy therefore;
- (iv) Entry of final judgment (with no further right of appeal) or issuance of a final order (with no further right of appeal) directing City to set aside, withdraw, or abrogate City's approval of this Agreement,
- (v) The effective date of a party's election to terminate the Agreement as specifically provided in this Agreement, or
- (vi) in the event that Developer or the project are in default, or where material, contractual and developmental obligations are not met, or any deadlines and conditions of this Agreement, and relevant State and Federal Laws not fulfilled or are violated, after appropriate default notices and cure provisions of this Agreement.

16. **Insurance and Indemnification.** Each Property Owner shall defend and hold the City and its officers, employees and consultants harmless for any and all claims, liability and damages arising out of the negligent actions or inactions of such Property Owner, its agents or employees pursuant to this Agreement, unless caused by the City's negligence or willful misconduct.

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

out of action or inactions of Developer, except where such claims, liability costs, fines, penalties and charges are due to the actions of the City or its elected or appointed boards, officers, agents, employees or consultants.

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

19. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

20. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

21. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, inclement weather, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

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

23. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Property Owners each shall designate and appoint a representative to act as a liaison between the City and its various departments and Property Owners. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project

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

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

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

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

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

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

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

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

[Signatures appear on the following two pages.]

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

PROPERTY OWNERS:

**PINE VALLEY INVESTMENTS LLC**

By:

Name: \_\_\_\_\_

By: [Signature]  
Name: Tree Parkinson  
Title: Manager

Title: Manager

## PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH

)

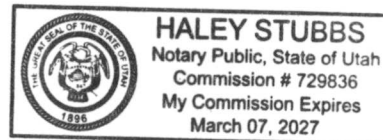
§.

CITY OF SALT LAKE

)

On the 25<sup>th</sup> day of July, 2025, personally appeared before me Tyce Parkinson who being by me duly sworn, did say that he is the Manager of PINE VALLEY INVESTMENTS LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC



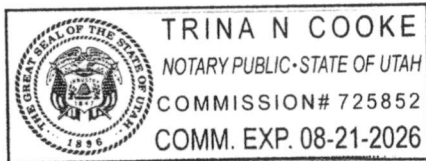
843 SOUTH MAIN LLC

By: Kris B Parker  
Name: Kris B. Parker  
Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
CITY OF SALT LAKE )

On the 23<sup>rd</sup> day of July, 2025, personally appeared before me Kris B Parker who being by me duly sworn, did say that he is the Manager of 843 South Main, LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



Trina N Cooke  
NOTARY PUBLIC

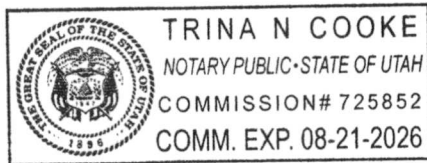
843 SOUTH MAIN LLC

By: Kristi Parker  
Name: Kristi Parker  
Title: Manager

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF UTAH )  
 ) :§.  
CITY OF SALT LAKE )

On the 23<sup>rd</sup> day of July, 2025, personally appeared before me Kristi Parker who being by me duly sworn, did say that he is the Manager of 843 SOUTH MAIN LLC, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



Trina N Cooke  
NOTARY PUBLIC



CITY

**Heber City**, a political subdivision of the State of Utah

By: Heidi Franco  
Name: HEIDI FRANCO  
Its: MAYOR



Approved as to form and legality:

Attest:

City Attorney

City Recorder

By: [Signature]

By: Trina W. Loebe

HEBER CITY:

By: Heidi Franco

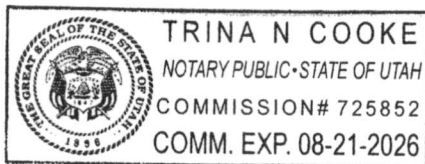
Title: Heber City Mayor

State of Utah )  
 :SS  
County of Wasatch )

On this 6<sup>th</sup> day of August, in the year 2025, before me, Trina N. Cooke, a notary public, personally appeared Heidi Franco, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal

(Seal)



Prina W. Wole  
Notary Public

**EXHIBIT A**

**Legal Description**

1

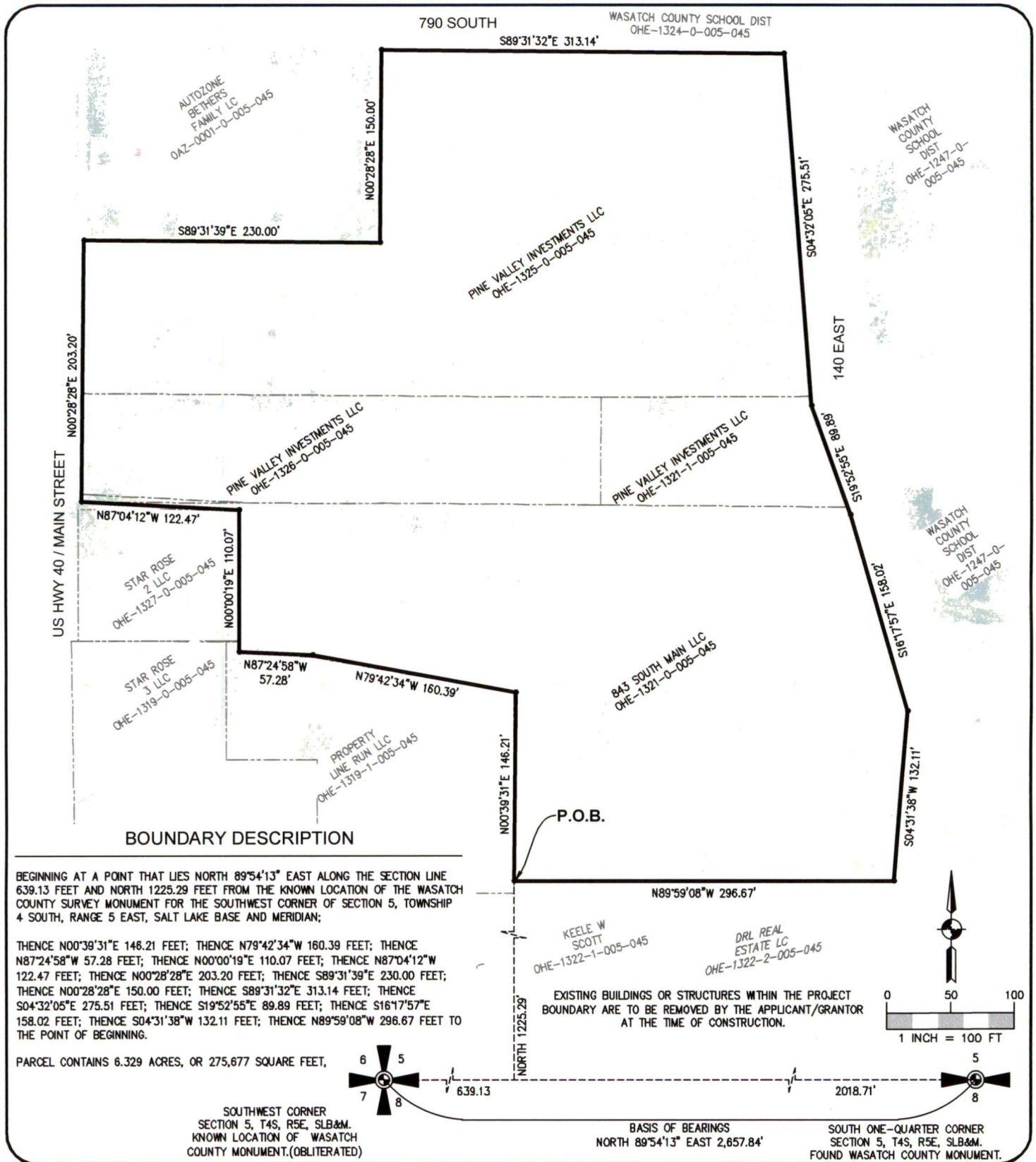
EXHIBIT A

Legal Description

Beginning at a point that lies North 89°51'43" East along the section line 639.13 feet and North 1225.29 feet from the known location of the Wasatch County Survey Monument for the Southwest Corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian;

Thence North 00°39'16" 146.21 feet; Thence North 79°42'54" West 160.39 feet; Thence North 87°24'45" West 57.28 feet; Thence North 00°10'16" 110.07 feet; Thence North 87°04'12" West 122.47 feet; Thence North 02°00'26" East 203.20 feet; Thence South 89°31'56" East 230.00 feet; Thence North 02°48'56" East 150.00 feet; Thence South 89°31'32" East 313.14 feet; Thence South 04°20'25" East 275.61 feet; Thence S 19°55'25" East 88.90 feet; Thence S 16°17'56" East 158.02 feet; Thence S 04°31'38" West 132.11 feet; Thence N 89°59'08" 296.67 feet to the point of beginning.

Parcel contains 6.329 acres, or 275,677 square feet.



K:\25004593 KILLPACK VIEWS ON MAIN\C21-029 RIDGEPOINT MINTO - VIEWS ON MAIN\WORKING FILES\SURVEY\DWG\C21-029 MDA BNDY.DWG

PROJECT  
25004593

SHEET  
1 OF 5

PROJECT  
VIEWS ON MAIN

SHEET TITLE  
OVERALL BOUNDARY EXHIBIT A

DRAWN BY:  
SFS

ISSUE DATE  
7/9/2025

**ATWELL**

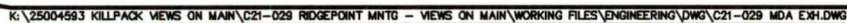
866.850.4200 www.atwell.com

55 WEST CENTER • P.O. BOX 178 HEBER CITY, UTAH 84032  
P: 435-854-9229 • F: 435-854-9231

**EXHIBIT B**

**Site Plan**





**EXHIBIT C**

**Road Dedications**



## ROAD DEDICATION DESCRIPTION

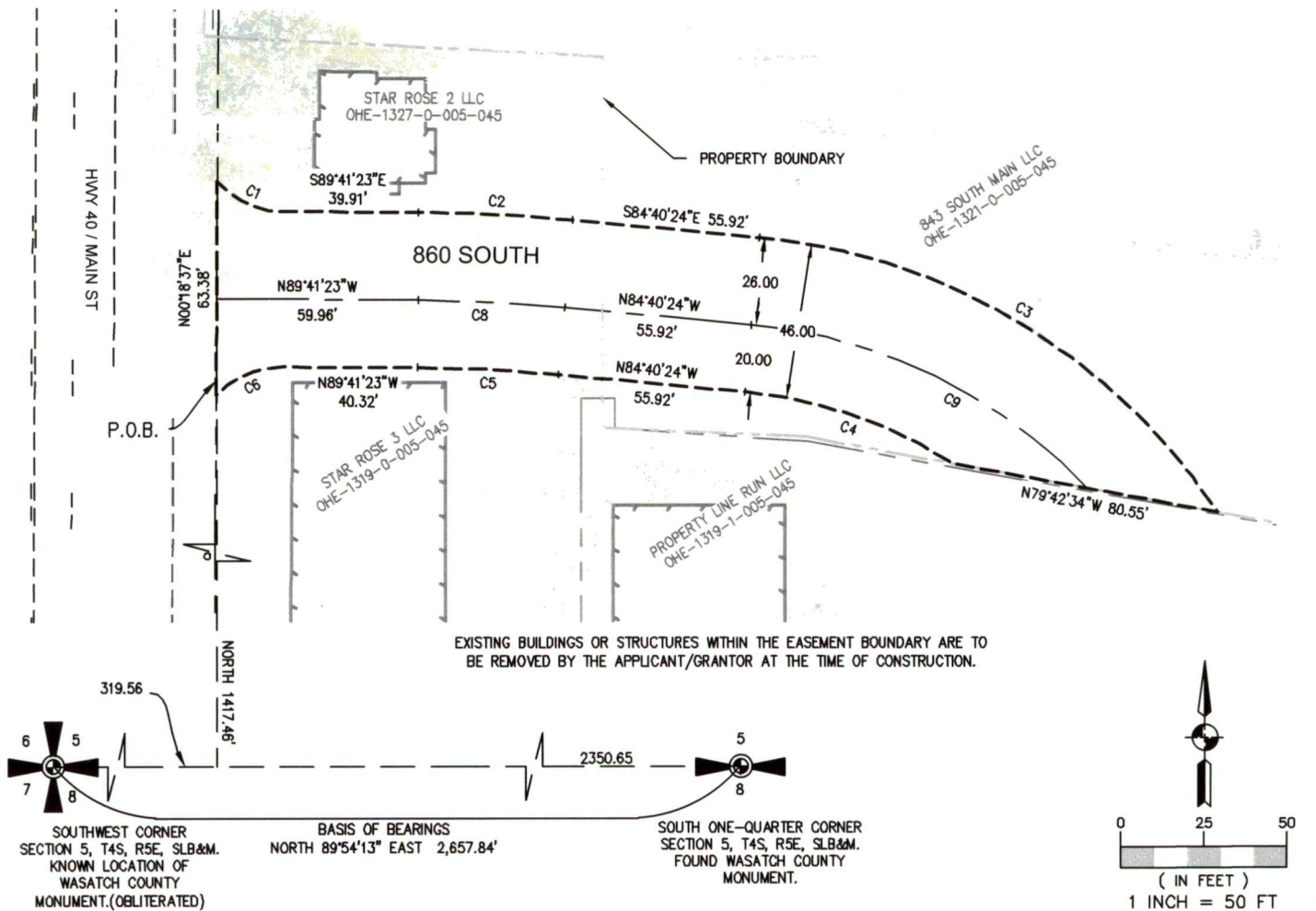
A RIGHT-OF-WAY DEDICATION. BEGINNING AT A POINT THAT LIES NORTH 89°54'13" EAST ALONG THE SECTION LINE 319.56 FEET AND NORTH 1417.46 FEET FROM THE KNOWN LOCATION OF THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N00°18'37"E 63.38 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 27.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS N48°14'01"E THENCE 22.58 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°55'24", WITH A CHORD BEARING AND DISTANCE OF S65°43'41"E 21.93 FEET; THENCE S89°41'23"E 39.91 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 526.00 FEET; THENCE 46.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'59", WITH A CHORD BEARING AND DISTANCE OF S87°10'53"E 46.04 FEET; THENCE S84°40'24"E 55.92 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 186.00 FEET; THENCE 164.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°46'18", WITH A CHORD BEARING AND DISTANCE OF S59°17'15"E 159.48 FEET; THENCE N79°42'34"W 80.55 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 140.00 FEET; AND TO WHICH POINT A RADIAL LINE BEARS S32°27'18"W THENCE 66.29 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°07'42", WITH A CHORD BEARING AND DISTANCE OF N71°06'33"W 65.67 FEET; THENCE N84°40'24"W 55.92 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 480.00 FEET; THENCE 42.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°00'59", WITH A CHORD BEARING AND DISTANCE OF N87°10'53"W 42.01 FEET; THENCE N89°41'23"W 40.32 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 27.00 FEET; THENCE 21.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°40'04", WITH A CHORD BEARING AND DISTANCE OF S66°58'35"W 21.39 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.297 ACRES

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°54'13" EAST BETWEEN THE KNOWN LOCATION OF THE WASATCH COUNTY SURVEY MONUMENTS AT THE SOUTHWEST CORNER AND THE FOUND SOUTH ONE-QUARTER-CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE 1983 CENTRAL ZONE BEARINGS.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	27.00'	22.58'	47°55'24"	21.93'	S65°43'41"E
C2	526.00'	46.05'	5°00'59"	46.04'	S87°10'53"E
C3	186.00'	164.82'	50°46'18"	159.48'	S59°17'15"E
C4	140.00'	66.29'	27°07'42"	65.67'	N71°06'33"W
C5	480.00'	42.03'	5°00'59"	42.01'	N87°10'53"W
C6	27.00'	21.99'	46°40'04"	21.39'	S66°58'35"W
C7	134.00'	41.10'	17°34'22"	40.94'	S46°40'27"E
C8	500.00'	43.78'	5°00'59"	43.76'	N87°10'53"W
C9	160.00'	114.03'	40°50'04"	111.63'	N64°15'22"W



K:\25004593 KILLPACK VIEWS ON MAIN\C21-029 RIDGEPOINT MINTG - VIEWS ON MAIN\WORKING FILES\SURVEY\DWG\C21-029 ACCESS EASEMENT.DWG

PROJECT

25004593

SHEET

3 OF 5

PROJECT

VIEWS ON MAIN - 860 SOUTH

SHEET TITLE

WEST SECTION - ROAD DEDICATION EXHIBIT C

DRAWN BY:

SFS

ISSUE DATE

7/9/2025

**ATWELL**  
866.850.4200 www.atwell-group.com

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P: 435-854-9229 • F: 435-854-9231





**EXHIBIT D**

**140 East Road Dedication**

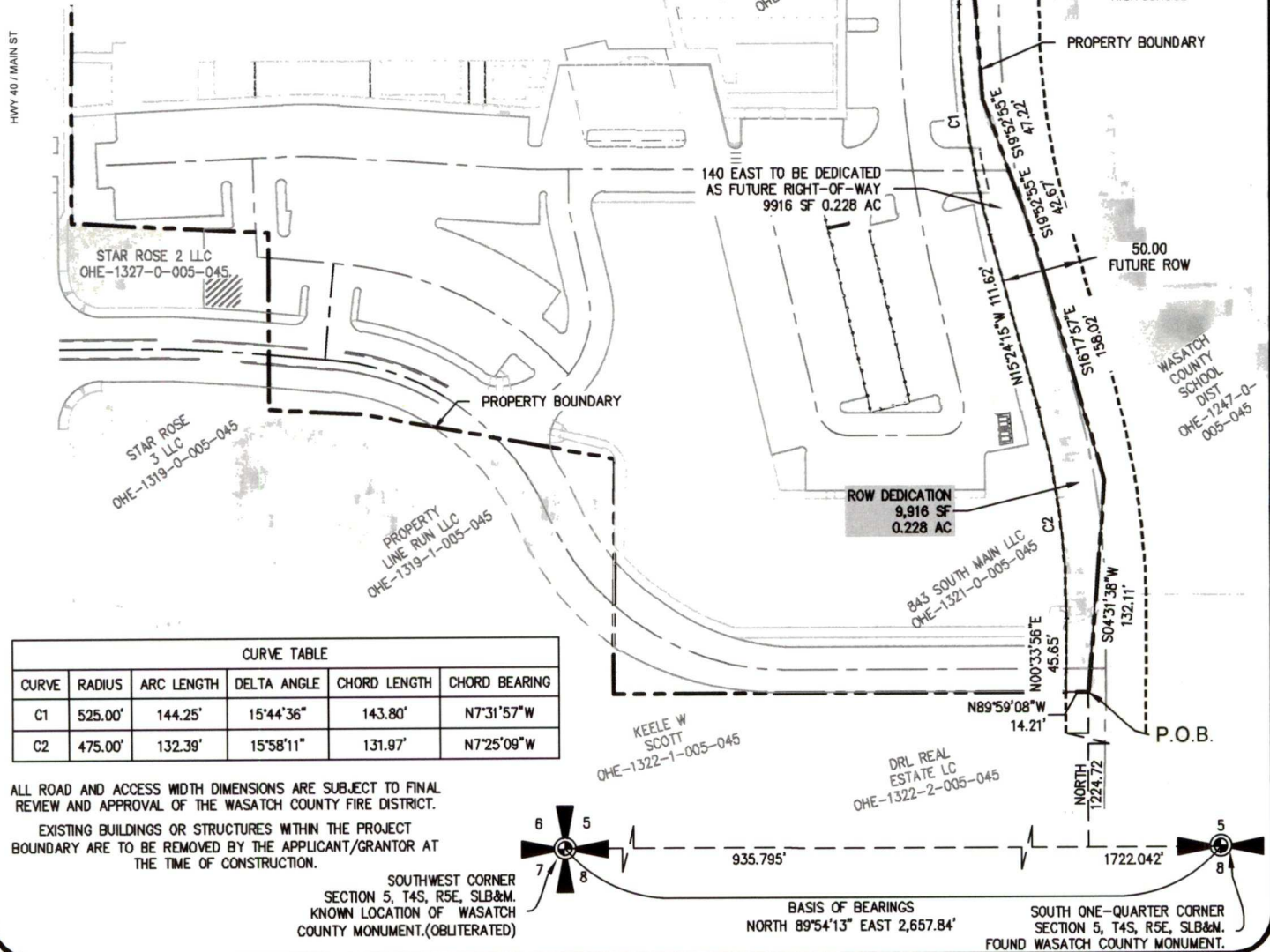


## 140 EAST DEDICATION DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 89°54'13" EAST ALONG THE SECTION LINE 935.795 FEET AND NORTH 1224.72 FEET FROM THE KNOWN LOCATION OF THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE N89°59'08"W 14.21 FEET; THENCE N00°33'56"E 45.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 475.00 FEET; THENCE 132.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°58'11", WITH A CHORD BEARING AND DISTANCE OF N07°25'09"W 131.97 FEET; THENCE N15°24'15"W 111.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 525.00 FEET; THENCE 144.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°44'36", WITH A CHORD BEARING AND DISTANCE OF N07°31'57"W 143.80 FEET; THENCE N00°20'21"E 119.08 FEET; THENCE S04°32'05"E 178.44 FEET; THENCE S19°52'55"E 47.22 FEET; THENCE S19°52'55"E 42.67 FEET; THENCE S16°17'57"E 158.02 FEET; THENCE S04°31'38"W 132.11 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.228 ACRES, OR 9,916 SQUARE FEET,



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	525.00'	144.25'	15°44'36"	143.80'	N7°31'57"W
C2	475.00'	132.39'	15°58'11"	131.97'	N7°25'09"W

ALL ROAD AND ACCESS WIDTH DIMENSIONS ARE SUBJECT TO FINAL REVIEW AND APPROVAL OF THE WASATCH COUNTY FIRE DISTRICT.

EXISTING BUILDINGS OR STRUCTURES WITHIN THE PROJECT BOUNDARY ARE TO BE REMOVED BY THE APPLICANT/GRANTOR AT THE TIME OF CONSTRUCTION.

SOUTHWEST CORNER  
SECTION 5, T4S, R5E, SLB&M.  
KNOWN LOCATION OF WASATCH  
COUNTY MONUMENT.(OBLITERATED)

BASIS OF BEARINGS  
NORTH 89°54'13" EAST 2,657.84'

SOUTH ONE-QUARTER CORNER  
SECTION 5, T4S, R5E, SLB&M.  
FOUND WASATCH COUNTY MONUMENT.

K:\25004593 KILLPACK VIEWS ON MAIN\C21-028 RIDGEPOINT MNTG - VIEWS ON MAIN\WORKING FILES\SURVEY\DWG\C21-028 MDA EXH 140 DEDICATION.DWG

PROJECT  
25004593  
SHEET  
5 OF 5

PROJECT  
THE VIEWS ON MAIN  
SHEET TITLE  
140 EAST DEDICATION EXHIBIT D

DRAWN BY:  
SFS  
ISSUE DATE  
7/9/2025

**ATWELL**  
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55 WEST CENTER • P.O. BOX 170 HEBER CITY, UTAH 84032  
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