

**HARVEST VILLAGE / CROSSINGS ANNEXATION**  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (this “MOU”) is made and entered into on this 18<sup>th</sup> day of June, 2024 (“Effective Date”) by and between Heber City Corporation, whose address is 75 North Main Street, Heber City, Utah 84032 (the “First Party” or “City”) and Wasatch County, whose address is 25 North Main Street, Heber City, Utah 84032 (the “Second Party” or “County”). Both of whom are collectively known as the “Parties,”

**RECITALS**

**WHEREAS**, an annexation petition has been submitted to Heber City that contains an unincorporated island or peninsula as defined by Utah State Code, Sections 10-2-401(l) and 10-2-402;

**WHEREAS**, a map showing the location of the annexation area (yellow) and the island that will be created (gray) is attached hereto as Exhibit A;

**WHEREAS**, the annexation will be serviced by North Village Special Service District for water and sewer;

**WHEREAS**, Section 10-2-402 of Utah State Code permits the creation of an unincorporated island or unincorporated peninsula if Heber City and Wasatch County agree to the creation of such;

**NOW, THEREFORE**, the Parties agree to the creation of the unincorporated island and peninsula and are desirous to enter into a MOU between them, setting out the working arrangements that each of the two agree are necessary for the final City approval of the Harvest Village / Crossings Annexation (the “Projects”) as follows.

1. **Purpose and Scope.** The purpose of this MOU is approve the creation of the unincorporated island and peninsula and to provide the framework, scope of work, terms and conditions, and responsibilities of the Parties associated with their work and responsibilities on the Projects. Both parties agree the main objective(s) of the MOU include identifying challenges and solutions to regulating land use by the Parties within the peninsula.
2. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities, but no sooner than the date the Projects have been given final approval by Heber City. The MOU shall remain in full force and effect until the unincorporated island or peninsula created by the Projects are eliminated. If the Projects are not approved by Heber City, the MOU is null and void.

3. **Responsibilities of Heber City, Wasatch County, and Mutual Responsibilities.**
  - a. **Future Annexation.** In the event of a request for urban development in the unincorporated island or peninsula, the County will ask developers to first talk with the City regarding development in the city and possible annexation.
  - b. **Land use regulation.** County agrees to notify the City of any proposed zone changes or development proposals in the unincorporated island or peninsula.. County will invite City Planning Department staff to County Development Review Committee meetings when urban development is proposed within the unincorporated island or peninsula. County will invite City Planning Department to public meetings or hearings involving proposed land use ordinances or zone changes affecting properties within the unincorporated island or peninsula. Any comments or objections made by City at the Development Review Committee meetings or at any public meeting or hearing will be advisory only.
  - c. **Facilities traversing through two jurisdictions.** In the event Heber City and Wasatch County disagree upon administering utilities, roads or other facilities that traverse through both county and city jurisdictions, the Conflict Resolution Board below will be convened to review the issue and provide a non-binding recommendation to the City and County Councils for consideration.
4. **Conflict Resolution.** In the event either party determines there is a conflict in the implementation of these responsibilities, either party may arrange for an interlocal board of six members to be convened to review the matter and provide a non-binding recommendation to the City and County Councils for consideration. Such interlocal board should consist of 3 Wasatch County representatives, including a member of the County Council, the County Manager, and the County Planning Director or his or her designee; and 3 Heber City representatives, including the Mayor, City Manager, and the City Planning Director or his or her designee. This section does not apply to conflicts or challenges to a specific land use decision made by a land use authority. If a party wishes to challenge a specific land use decision made by a land use authority, they may do so only through the established processes in the Utah State Code or in the ordinances applicable to the land use decision.
5. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.
6. **Governing Law.** This MOU shall be construed in accordance with the laws of the State of Utah.
7. **Assignment.** Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

8. **Amendment.** This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
9. **Termination.** This MOU may be terminated by mutual written agreement of the Parties upon 180 days' notice to the address above.
10. **Prior Memorandum Superseded.** This MOU constitutes the entire Memorandum between the Parties relating to the Projects and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.
11. **Understanding.** By signing this MOU, both Parties of this MOU mutually agree and understand that:
  - a. Each Party will take financial and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
12. **Notice.** All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall be deemed given if delivered by hand, or mailed by domestic registered or certified mail with prepaid postage, after 3 days of business days since the date postmarked.
13. **Incorporation.** The above recitals and the attached exhibits are hereby incorporated into this MOU.
14. **Severability.** Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.
15. **Authorization and Execution.** The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.

**WASATCH COUNTY**

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Wasatch County Council Chairman Date

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Attest: Wasatch County Clerk Date

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Approved as to Form: Wasatch County Attorney's Office Date

**HEBER CITY**

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Heber City Mayor Date

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Attest: Heber City Recorder Date

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Approved as to Form: Heber City Attorney's Office Date

# EXHIBIT A

