

REFERENDUM PETITION

Challenging

Ordinance 23-16: Enacting the Adoption of a Development Agreement for the Heber Valley, Utah Temple Project

To the Honorable Joey D. Granger, Wasatch County Clerk:

We, the undersigned citizens of Utah, respectfully order that Ordinance 23-16: Enacting the Adoption of a Development Agreement for the Heber Valley, Utah Temple Project, passed by the Wasatch County Council be referred to the voters for their approval or rejection at the regular general election to be held on November 5, 2024 or at a special election to be held on an undetermined future date;

Each signer says:

I have personally signed this petition;

The date next to my signature correctly reflects the date that I actually signed the petition;

I have personally reviewed the entire statement included with this packet;

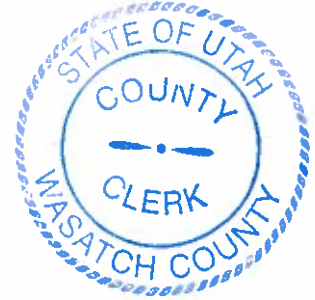
I am registered to vote in Utah; and

My residence and post office address are written correctly after my name.

I have been presented a printed or digital copy of the referendum and allowed the time necessary to read and understand the referendum and the law that the referendum seeks to overturn.

I have been offered a paper document that includes the name of the referendum and the Wasatch County Clerk website address to view the referendum and information on removing my signature from the petition.

Wasatch County's Official



Proposition Information Pamphlet

For the referendum that has been filed challenging Wasatch County Ordinance 23-16: Enacting the Adoption of a Development Agreement for the Heber Valley, Utah Temple Project.

NOTE: This Proposition Information Pamphlet contains information to help you, the voter, make a decision on the referendum petition challenging Wasatch County Ordinance 23-16: Enacting the Adoption of a Development Agreement for the Heber Valley, Utah Temple Project.

What's In This Pamphlet?

- *Referendum Application*
- *County's argument against the referendum*
- *Initial Fiscal & Legal Impact Statement*

More information on the referendum may be found on the Wasatch County Clerk's website: <https://wasatch.utah.gov/Clerk>.

November 15, 2023

To: Joey Granger
Wasatch County Clerk/Auditor
25 N Main St., Heber City, UT 84032
Phone: (435) 657-3190
JGranger@wasatch.utah.gov

NOV 15 23 PM 01:48
RCUD MC

Subject: Referendum Application regarding Ordinance 23-16, an Ordinance Enacting the Adoption of a Development Agreement for the Heber Valley, Utah, Temple Project

We, the undersigned residents of Wasatch County, respectfully submit this cover letter and following documents as our Referendum Application for the subject Ordinance which was voted on by the Wasatch County Council on November 8, 2023, and is attached.

We, the sponsors, are Wasatch County residents and are registered to vote, and have voted in an election in Utah within the last three years. Our names, addresses and notarized signatures are attached.

Once this Application is accepted, people gathering signatures for the Referendum petition will not be paid. Their efforts will be on a volunteer basis.

If you have any questions, please contact Lisa Bahash.

Sincerely,

Lisa Jane Bahash
Julie Lynn Levinson
Laurie K. Brown
Michael D. Brown
David Misiak
John Rogers
Marilyn Schlopy
Bruce Quade

Attachment(s)

- Sponsor Statements and Notarized Signatures
- Copy of Ordinance 23-16

Application for an Initiative or Referendum

Utah Code § 20A-7-202

Name of Organization

Sponsor Statement

I, LISA JANE BAHASH affirm that I am a registered to vote in Utah
Name of Sponsor (please type or print)

1857 E. KINGS PEAK CIR
Residence Address

[Signature]
Sponsor's Signature

Heber City, UT 84032
City, State, Zip

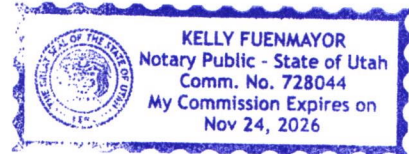
734.634.0736
Phone Number

Notary Seal

ljbahash@gmail.com
Email

Subscribed and affirmed before me this 14 day of November 2023

by [Signature]
Notary Public



Application for an Initiative or Referendum

Utah Code § 20A-7-202

Name of Organization

Sponsor Statement

I, Julie Lynn Levinson affirm that I am a registered to vote in Utah
Name of Sponsor (please type or print)

2778 E Boulder Top Loop
Residence Address

[Signature]
Sponsor's Signature

Heber City UT 84032
City, State, Zip

562 212-8716
Phone Number

Notary Seal

JulieLevinson@gmail.com
Email

Subscribed and affirmed before me this 15 day of November 2023

by Julie Lynn Levinson
[Signature]
Notary Public



JULIE C GILES
Notary Public
State Of Utah
My Commission Expires 11-22-2026
COMMISSION NO. 728066

Application for an Initiative or Referendum

Utah Code § 20A-7-202

Name of Organization

Sponsor Statement

I, Laurie K. Brown affirm that I am a registered to vote in Utah
Name of Sponsor (please type or print)

286 N. Kings Peak Court
Residence Address

Laurie Brown
Sponsor's Signature

Heber, UT 84032
City, State, Zip

801-580-4484
Phone Number

Notary Seal

Laurie.K.brown@icloud.com
Email

Subscribed and affirmed before me this 14 day of November 2023

by

Julie C Giles
Notary Public



JULIE C GILES
Notary Public
State Of Utah
My Commission Expires 11-22-2026
COMMISSION NO. 728066

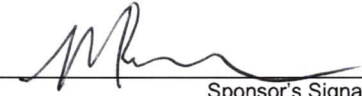
Application for an Initiative or Referendum

Utah Code § 20A-7-202

Name of Organization

Sponsor Statement

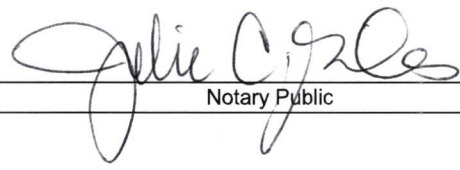
I, Michael D. Brown affirm that I am a registered to vote in Utah
Name of Sponsor (please type or print)

286 N. Kings Peak Court 
Residence Address Sponsor's Signature

Heber, UT 84032 801-815-9454 Notary Seal
City, State, Zip Phone Number

mbrown3603@gmail.com
Email

Subscribed and affirmed before me this 14 day of November 20 23.

by 
Notary Public

 **JULIE C GILES**
Notary Public
State Of Utah
My Commission Expires 11-22-2026
COMMISSION NO. 728066

Application for an Initiative or Referendum

Utah Code § 20A-7-202

Name of Organization

Sponsor Statement

I, DAVID MISIAK affirm that I am a registered to vote in Utah
Name of Sponsor (please type or print)

1357 N. Gold Mountain Cir
Residence Address

[Signature]
Sponsor's Signature

Heber City UT 84032
City, State, Zip

9083768596
Phone Number

Notary Seal

dkmisiak@aol.com
Email

Subscribed and affirmed before me this 14 day of November 2023

by Kelly Fuenmayor - [Signature]
Notary Public




Application for an Initiative or Referendum
Utah Code § 20A-7-202

Name of Organization

Sponsor Statement

I, JOHN ROGERS affirm that I am a registered to vote in Utah
Name of Sponsor (please type or print)

1850 E. KINGS PEAK CT. 
Residence Address Sponsor's Signature

HEBER CITY, UT 84032 509-989-4994 Notary Seal
City, State, Zip Phone Number

jrogers1517@gmail.com
Email

Subscribed and affirmed before me this 13 day of November 2023

by Kelly Fuenmayor
Notary Public



Application for an Initiative or Referendum

Utah Code § 20A-7-202

Name of Organization

Sponsor Statement

I, Marilyn Clauer Schlopy affirm that I am a registered to vote in Utah
Name of Sponsor (please type or print)

362 N. Ibis Peak Drive Marilyn Clauer Schlopy
Residence Address Sponsor's Signature

Heber City, UT 84032 435.640.9114 Notary Seal
City, State, Zip Phone Number

marny@schlopy.com
Email

Subscribed and affirmed before me this 15 day of Nov 2023

by Bobbi Joan Wilkerson
Notary Public



Application for an Initiative or Referendum
Utah Code § 20A-7-202

Name of Organization

Sponsor Statement

I, Bruce Quade affirm that I am a registered to vote in Utah
Name of Sponsor (please type or print)

1881 E Kings Peak Cir

Residence Address

[Signature]

Sponsor's Signature

Heber City Utah 84032

City, State, Zip

847-778-4918

Phone Number

Notary Seal

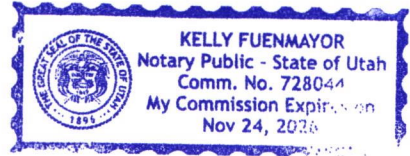
bruce.quade@protonmail.com

Email

Subscribed and affirmed before me this 14 day of November 2023

by

Kelly Fuenmayor
Notary Public



Wasatch County asks you to NOT sign this referendum. The Heber Valley Temple's approval received overwhelming public support. The Wasatch County Council unanimously voted to approve the project. Multiple public hearings and meetings were held considering every aspect of the project, which has been thoroughly vetted by many experts in a variety of fields. A referendum on this approval could result in unnecessary delays to a project that has already gone through a rigorous public approval process. The project was discussed in four public meetings starting in June 2023, and culminated in an approval months later in October, 2023. The council read and heard hundreds of public comments before making its decision.

As a place of worship, this project qualifies for federal and state protections for religious exercise. Wasatch County's strong desire to balance property rights of the neighbors, property rights of the applicant, and religious freedom resulted in an approval process that allowed the County to raise issues and address them in a manner that has been mutually agreeable to the county and the applicant. Some public comments against the project urged the County to infringe on religious freedom of expression and would have negatively impacted the functionality of the Heber Valley Temple.

All of the following issues (and many more) have been considered and addressed to the satisfaction of every official institution and expert involved in the approval of the project:

- Aggressive lighting protections resulting in innovative solutions and one of the most dark-sky compliant temples in the world that is also consistent with County standards.
- Water resources will be utilized in a prudent and lawful manner with little to no impact on wells or flooding.
- Traffic analysis for Center Street approved by Heber City and traffic consultants.
- Building heights mitigated by setbacks much greater than required for other projects in Wasatch County.

The Council found that the project would enhance the quality of life in Wasatch County. The approval requires abundant landscaping, architectural features, trails, and is more rigorous on design materials than other projects approved by the County. A temple is allowed in the zone, but unique aspects of the project, such as unusual parking needs, and not requiring a road between the temple and its parking lot to promote safety, led the council to approve the project legislatively.

Wasatch County stands by the approval process for the Heber Valley Temple project, and maintains that the project, as approved, will promote the general welfare.

Wasatch County
Clerk/Auditor
Joey Granger



Fiscal and Legal Impact Statement

for

Application for Referendum of Wasatch County Ordinance 23-16: Enacting the Adoption of a Development Agreement for the Heber Valley, Utah Temple Project

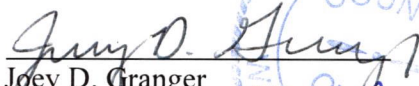
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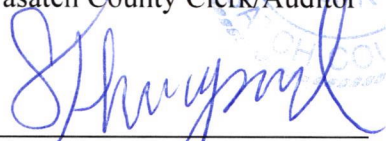
December 5, 2023

Pursuant to Utah Code §20A-7-602.5(2), the Clerk and legal counsel estimate the referendum could have the following fiscal and legal impacts:

1. No significant fiscal impact and no significant increase or decrease in taxes or debts.
2. Significant effects on a person's vested property rights:
 - a. Ordinance 23-16 adopted a development agreement. A subdivision plat and site plan were also approved. The plat and site plan aren't subject to referendum. Repealing the agreement would significantly impact owner's vested rights in the plat and site plan.
3. Significant effect on other laws and significant legal liability:
 - a. Owner is a religious institution with Religious Land Use and Institutionalized Persons Act protections. Repealing Ordinance 23-16 may infringe on these protections and may result in litigation.

Dated this 5th Day of December, 2023


Joey D. Granger
Wasatch County Clerk/Auditor


Shelby M. Thurgood
Wasatch Deputy County Attorney



ORDINANCE NO. 23-16

**An Ordinance Enacting the Adoption of a Development Agreement
for the Heber Valley, Utah, Temple Project**

WHEREAS, the legislative body of Wasatch County (“**County Council**”) has authority under the laws of the State of Utah and the Wasatch County Code to enter into development agreements; and

WHEREAS, under Utah Code § 17-27a-528(2)(a)(iii) a development agreement which allows development of land that applicable regulations governing the land would otherwise prohibit must be approved by the same procedure for adopting a land use regulation under the laws of the State of Utah; and

WHEREAS, the Church of Jesus Christ of Latter-day Saints (“**Applicant**”) has applied for the adoption of a development agreement for a project for a structure for religious worship located in Wasatch County and situated at approximately 1500 E. Center Street (“**Project**”); and

WHEREAS, on October 25, 2023, the Wasatch County Planning Commission held a public hearing to consider Applicant’s proposed development agreement and the public was allowed to participate and offer comment; and

WHEREAS, following the public hearing, the Wasatch County Planning Commission forwarded a recommendation regarding the Applicant’s proposed development agreement to the County Council; and

WHEREAS, on November 8, 2023, the County Council held a public hearing to consider Applicant’s proposed development agreement and the public was allowed to participate and offer comment; and

WHEREAS, in connection with the public hearing, the County Council has reviewed applicant’s proposal and finds good cause for adopting a form of the development agreement set forth on **Attachment 1** to this Ordinance (“**Development Agreement**”) as it applies to the Project, a legal description of which is attached to the Development Agreement as **Exhibit A**; and

WHEREAS, without limitation, the County Council finds good cause for approving the Development Agreement because the Project is consistent with the County’s General plan, the deviations from the otherwise applicable land use regulations are appropriate and do not prejudice the community, and the Project will provide economic and other benefits to the community all as set forth in the “Recitals” section of the Development Agreement.

NOW THEREFORE, the County Legislative Body of Wasatch County ordains as follows:

SECTION I: **Incorporation of Recitals.** The County Council hereby incorporates and adopts the foregoing Recitals as findings of fact. Likewise, the County Council incorporates and adopts the "Recitals" contained in the Development Agreement as the findings of fact.

SECTION II: **Process.** The County Council hereby finds that the processes of § 17-27a-502 are the processes for the enactment of this Ordinance and the associated Development Agreement and hereby adopts those processes for the enactment of this Ordinance and the associated Development Agreement, notwithstanding any contrary provision of the County Code.


SECTION III: **Approval of Development Agreement.** The Development Agreement, in a form attached hereto as **Exhibit A**, is hereby approved and adopted by this Ordinance. and the County Manager or other applicable County officials are authorized to sign the Development Agreement on behalf of the County; provided, however, that the County Attorney or the County Manager are authorized to make such non-material or technical revisions to the Development Agreement as either deems necessary or appropriate to advance the County's interest before executing. The Development Agreement may be recorded against the Project in the office of the Wasatch County Recorder. Upon approval of this Ordinance and execution by the appropriate County officials, the Development Agreement will create vested rights in Applicant to develop the Project as set forth in the Development Agreement.

SECTION IV: **Effect of Adoption.** Pursuant to Utah Code § 17-27a-528(2)(a)(iii), the Development Agreement may allow uses or development of the Project applicable land use regulations would otherwise prohibit. In the event of a conflict between the Development Agreement and otherwise applicable land use regulations, as they apply to the Project, the Development Agreement will control. However, nothing in this Ordinance shall be deemed to modify or affect the application of existing land use regulations to areas other than the Project.

SECTION V: **Effective Date.** To the extent allowed under state law, this Ordinance will be effective fifteen (15) days after approval by the County Council. The Development Agreement may be recorded as soon as executed and acknowledged.

APPROVED and **PASSED** this 8th day of November, 2023.

Attest:


Joey D. Granger

Wasatch County Clerk / Auditor



WASATCH COUNTY COUNCIL:



Spencer Park, Chair

Wasatch County Council

VOTE

Spencer Park, Chairman	<u>Y</u>
Karl McMillan, Vice-Chair	<u>Y</u>
Kendall Crittenden	<u>Y</u>
Steve Farrell	<u>Y</u>
Mark Nelson	<u>Y</u>
Erik Rowland	<u>Y</u>
Luke Searle	<u>Y</u>

ADOPTION OF ORDINANCE AFFIDAVIT

STATE OF UTAH)

: ss.

COUNTY OF WASATCH)

I, the undersigned, the duly qualified and acting County Clerk of Wasatch County, Utah, and ex officio Clerk of the Wasatch County Council, do hereby further certify, according to the records of said Council in my official possession, and upon my own knowledge and belief, that I have fulfilled the requirements of Section 17-53-208, Utah Code Annotated, 1953, as amended, by:

- [✓] (a) Causing this ordinance to be entered at length in the ordinance book;
- [✓] (b) Causing three (3) copies of this ordinance to be deposited in the office of the County Clerk;
- [✓] (c) Causing a short summary of this ordinance, together with a statement that a complete copy of the ordinance is available at the County Clerk's office and with the name of the members voting for and against the ordinance to be published for at least one publication in *The Wasatch Wave*, a newspaper of general circulation within the geographical jurisdiction of Wasatch County; or posting a complete copy of this ordinance in nine (9) public places within the County.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the County Legislative Body of Wasatch County, Utah, this 8 day of November, 2023.

Joey D. Granger
Joey D. Granger
Wasatch County Clerk / Auditor

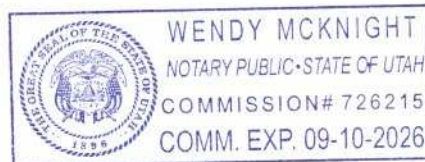


SUBSCRIBED AND SWORN to me, a Notary Public, this 8 day of November, 2023

Wendy MCKnight
Notary Public

Residing in: Wasatch

My commission expires: 09/10/2026



ATTACHMENT 1
(Form of Development Agreement)

When Recorded Return To:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
Attn: David A. Channer, Assoc. General Counsel
50 E. North Temple Street, Room 288W
Salt Lake City, Utah 84150-0302

KIRTON | McCONKIE
Attn: Loyal C. Hulme and Daniel C. Dansie
50 E. South Temple Street, Suite 400
Salt Lake City, Utah 84111

**DEVELOPMENT AGREEMENT FOR THE
HEBER VALLEY UTAH TEMPLE**

This DEVELOPMENT AGREEMENT FOR HEBER VALLEY UTAH TEMPLE (“**Agreement**”) is entered into as of this [_____] day of [_____], 2023, by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Owner**”, further defined below), and WASATCH COUNTY (“**County**,” further defined below), a political subdivision of the State of Utah. Owner and the County may hereinafter be referred to individually as a “**Party**” to this Agreement and collectively as the “**Parties**” hereto. This Agreement supersedes and replaces any previous agreements entered into or representations made by and between the Owner and the County involving the Property, defined below.

RECITALS

A. The County, acting pursuant to its authority under Utah Code §§ 17-27a-101, *et seq.*, 17-53-223, 17-53-302(13),¹ as amended, or the Wasatch County Code (“**County Code**”, further defined below), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.

¹ All references to the Utah Code and County Code are references to the provisions in force as of the Acceptance Date, defined below.

B. Owner holds legal title to the real property, consisting of approximately 18.17 acres located in the unincorporated portion of the County, as described in **Exhibit A** attached hereto (“**Property**”).

C. The Property currently has a zoning designation of RA-1 Residential Agricultural (“**Zone**”). The Owner has not applied for, nor is the County approving, a change to the zoning map or the text of Title 16 of the County Land Use and Development Code.

D. Owner is seeking to develop the Property as a site consisting primarily of a house of worship for adherents of the Church of Jesus Christ of Latter-day Saints (“**Temple**”) together with other gardens, parking, and other uses appropriate for the Temple (the development of the Property consistent with this Agreement being the “**Project**”). Section 16.04.02 of the County Code defines a “Church or Temple” as a “building, together with its accessory buildings and uses, where persons regularly assemble for worship, which building, together with its accessory buildings and uses, is maintained and controlled by a religious body.” Under a page titled, “What is the Purpose of the Temple?,” the website of the Owner indicates the following regarding Owner’s beliefs related to its temples:

For members of the Church, a temple is the most sacred place of worship on the earth. It is unique from all other places of worship. It is designated as the only place where families can be united forever and where the most sacred gospel ordinances are performed. It is also a place where you can feel closer to Heavenly Father and Jesus Christ, a place of peace and revelation, a place where family relationships are strengthened, and a place to seek direction concerning life’s challenges.²

E. The County finds that the Project meets the definition of “Temple” because, among other things, the Temple will be used as a place where adherents of the Church of Jesus Christ of Latter-day Saints will regularly assemble to worship. The Owner has indicated that primary building of the Temple will be used for religious ordinances at least five (5) days a week, and the gardens, landscaping, and other uses within the Project will support the worship taking place in the Temple. This planned use of the Temple is consistent with how other temples owned and operated by Owner are used throughout the world. Thus, the County finds that “Church or Temple” is the appropriate use category for the Project. The County finds that the Temple will be considered under the general and more prevalent land use of “church” as used in the County Code.

F. The parties understand and agree that pursuant to Utah Code § 17-27a-528(2)(a)(iii), this Agreement allows for the “use or development of land that applicable land use regulations governing the area subject to [this Agreement] would otherwise prohibit” because the County’s “legislative body [has] approve[d] this Agreement in accordance with the same procedures for enacting a land use regulation.” This Agreement has been approved according to the processes set forth in Utah Code § 17-27a-502. The uses and Development rights that the otherwise applicable

² <https://www.churchofjesuschrist.org/study/manual/families-and-temples/what-is-the-purpose-of-the-temple?lang=eng> (accessed on 5.30.2023).

land use regulations may prohibit are set forth in, among other places, Section 4 and Section 8 of this Agreement and their respective subparts. However, except as expressly set forth in this Agreement, Development of the Project will be pursuant to, and comply with, the County Code and other provisions of Applicable Law.

G. On May 9, 2023, Owner submitted the following applications related to the Project and paid all applicable fees (collectively, the “**Applications**”): (1) a final application for a Site Plan; and (2) a final subdivision application for a Small-Scale Subdivision. The Applications were deemed complete and accepted by the County on May 19, 2023 (“**Acceptance Date**”).

H. The County finds that the Project is consistent with the General Plan. Among other things, and in addition to findings made elsewhere in this Agreement, the County finds that the Project will enhance quality of life in Wasatch County and provide economic opportunities. (*See* General Plan, Chapter Three, Objective 11.1.) The County finds that some residents of the County are adherents of, or otherwise affiliated with, the Church of Jesus Christ of Latter-day Saints. The County further finds that worship in buildings such as the Temple forms an integral part of the spiritual life of adherents of the Church of Jesus Christ of Latter-day Saints. Consequently, the Project will satisfy a social need and enhance the quality of life for some County residents by providing a location for such persons to engage in religious worship that is important to those adherents, and otherwise exercise religious liberty. Based on the information associated with other temples operated by the Church of Jesus Christ of Latter-day Saints, the County finds that the Temple, and the adjoining grounds comprising the Project, will likely be a community attraction which draws persons from outside the County—indeed, from outside the State of Utah—including both adherents and non-adherents of the Church of Jesus Christ of Latter-day Saints, to visit the County. Visitors are likely to come for many reasons, including, to tour the Temple before it commences operations (which tours are open to the general public), to participate directly in ceremonies and ordinances held in the Temple, and to support or celebrate with persons who are participating in such ceremonies and ordinances. In so doing, visitors are likely to patronize local businesses or otherwise positively contribute to the County’s economy. Further, the County finds that one of the ordinances performed in the Temple, marriages, is likely to create the need for new or additional business within the County which are compatible with this use, such as wedding reception or celebration venues, catering operations, and the like. The County further finds that the Project will contribute to the existing Wasatch County Trail System. (*See* General Plan, Chapter Three, Objective 10.2.) As set forth more particularly in Section 8.9, below, the Project will incorporate a perimeter trail system which will be open to, and accessible by, the public. The County further finds that the Project will have dark sky compliant lighting. (*See* General Plan, Chapter Three, Policy 1.1.7.) As set forth more particularly in Section 8.5, below, the Project will comply with the provisions of the County’s recently-adopted Exterior Lighting Ordinance.

I. The County finds that pursuant to the Religious Land Use and Institutionalized Persons Act (“**RLUIPA**”) and the Utah Religious Land Use Act (“**URLUA**”) good cause exists for entering into this Agreement, establishing the rights set forth herein, and subjecting the Property to the obligations set forth herein. Among other things, the County makes the findings set forth in this Recital and incorporates findings made elsewhere in this Agreement, including other Recitals.

Adherents of the Church of Jesus Christ of Latter-day Saints consider the temples to be holy places which they refer to as the “House of the Lord.” Participation in ceremonies and ordinances performed only in temples constitute the highest form of earthly worship for adherents of the Church of Jesus Christ of Latter-day Saints. The number of adherents of the Church of Jesus Christ of Latter-day Saints within the geographic area to be served by the Temple, the projected growth of the County and surrounding areas, and visitors, including visitors from outside the State of Utah—who are likely to visit the Temple, requires that the Temple be of sufficient size and height, including the massing components approved herein, and contain sufficient facilities, to accommodate the needs of such persons. Likewise, the County finds, as asserted by the Owner, that one purpose of the exterior design, height, and other features of the exterior of the Temple is to inspire or encourage adherents of the Church of Jesus Christ of Latter-day Saints to “look to heaven” (which is symbolic to such adherents of the presence of God) and to remember the important components of the worship which take place in the interior of the Temple even when such adherents do not physically enter the Temple. Some courts have recognized the specific religious importance of exterior features, such as steeples, found in or on the temples constructed by the Church of Jesus Christ of Latter-day Saints. *See, e.g., Martin v. Corp. of Presiding Bishop of The Church of Jesus Christ of Latter-day Saints*, 747 N.E.2d 131, 137 (Mass. 2001) (Upholding a local land use authority’s determination that it “is clearly part of [the church’s] theology to reflect, in their buildings, the belief of an ascension towards heaven” and “that steeples, by pointing towards heaven, serve the purpose of lifting [church members’] eyes and thoughts towards heaven.”) Thus, pursuant to RLUIPA and URLUA the County finds, and Owner agrees, that allowing the Temple to have the size, height, massing, and other characteristics provided for herein is the least restrictive means of protecting the County’s compelling interest in regulating land use and design of developments within the County and that greater or stricter restrictions than provided for in this Agreement would unreasonably limit the religious structure and assembly contemplated herein.

J. On October 25, 2023 following review and recommendation by the County’s Development Review Committee, and after notice as required under Utah Code § 17-27a-205, the Applications were recommended at a public hearing by the Wasatch County Planning Commission (“**Planning Commission**”) to the County legislative body. The Planning Commission also recommended that this Agreement be forwarded for consideration by the County’s legislative body (“**County Council**”, further defined below). Because this Agreement is a legislative development agreement in connection with which the Applications are also being considered and approved, the County Council will serve as the land use authority for the Applications. *See* Section 16.01.05 of the County Code; Utah Code § 17-27a-103, 501, 528.

K. The Parties desire to enter into this Agreement to memorialize certain conditions and agreements which relate to the Project and to help clarify the process for development of the Project. Without limitation, the purpose of this Agreement is to: (1) enumerate the process of the Applications as permitted uses for the Property and the approved scope of the Project; (2) identify processes for mitigating any environmental impacts; (3) ensure installation of necessary on-site and off-site public improvements; (4) make provision for trail facilities; (5) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (6) ensure

that public services appropriate to the development of the Project are provided; (7) provide for the maintenance of water retention facilities, trails and open space within the Project during construction and after completion; (8) otherwise achieve the goals and purposes of the County and Owner; (9) identify responsibilities of the Owner and subsequent developers; (10) designate all improvements committed to by the Owner as part of the Final Plan Approval process; (11) provide for the dedication of certain property for the improvement of public roads; (12) provide a record of minutes, staff reports, Power Point presentations and plans; and (13) clarify the approval of the Applications in accordance with Applicable Law as modified by this Agreement.

L. On November 8, 2023 after notice as required under Utah Code § 17-27a-205, the County Council adopted Ordinance No. 23-16 (“**Temple Project Ordinance**”) approving the Applications and this Agreement. Such approvals are collectively referred to herein as the “**Current Approvals.**”

M. The Parties intend that this Agreement, and the County’s approval of this Agreement pursuant to the Temple Project Ordinance, constitute a Land Use Regulation, as that term is defined in Utah Code § 17-27a-103.

N. Each Party acknowledges that it is entering into this Agreement voluntarily, having had the chance to review the Agreement and the terms hereof with attorneys and other advisors of such Party’s choosing.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

SECTION 1. EFFECTIVE DATE AND TERM

1.1. Effective Date. This Agreement shall become effective on the date it is executed by Owner and the County (“**Effective Date**”). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2. Term of Agreement.

1.2.1 Term. Subject to Section 1.2.2, the term of this Agreement (“**Term**”) shall continue for a period of up to Twenty-Five (25) years after the Effective Date, unless otherwise agreed between the County and Owner in writing. In connection with all Development Applications for Development activities related to the Project, Owner will proceed with reasonable diligence in conformity with Section 16.1.16 of the County Code. Legal challenges that may toll the ability of the County or the Owner to move forward as required under Section 16.01.16 of the County Code and will toll the deadlines therein.

1.2.2 Continuing Nature of Approvals. Upon termination of this Agreement, for any reason, the existing or prospective obligations of the Parties to each other hereunder shall terminate, but none of the recorded plats, site plans, licenses, building permits, or certificates of occupancy, or other approvals granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner due to the expiration or termination of this Agreement. No easements, maintenance requirements, infrastructure improvement obligations, or other agreements which are intended to run with the land, including obligations that were based upon such approvals, shall expire upon termination or expiration of this Agreement.

1.3 Legislative Enactment. As set forth in the foregoing Recitals, this Agreement has been approved by the County Council pursuant to Utah Code § 17-27a-502 after notice as required under Utah Code § 17-27a-205. Thus, pursuant to Utah Code § 17-27a-528, and as set forth in the Recitals, this Agreement allows uses and Development of land that applicable land use regulations would otherwise prohibit. The County Council finds this Agreement is consistent with the General Plan in all material respects for this Project, notwithstanding any particular provision or provisions of the General Plan which may be interpreted to be inconsistent with this Agreement, and regardless of any contrary provision of the County Code.

SECTION 2. DEFINITIONS

The terms or phrases below shall have the meanings given in this Section when used in this Agreement. Other terms may be defined elsewhere in the Agreement. Unless otherwise indicated, the plural of any term shall have the same meaning as the singular, and vice-versa.

“**Acceptance Date**” means May 19, 2023, the date the County accepted the Applications.

“**Applicable Law**” has the meaning set forth in Section 4.4.1 of this Agreement.

“**Applications**” has the meaning set forth in the Recitals of this Agreement.

“**Changes in the Law**” has the meaning set forth in Section 4.4.3 of this Agreement.

“**City**” means Heber City, a municipal corporation and a political subdivision of the state of Utah.

“**Conditions to Current Approvals**” has the meaning set forth in Section 3.1.2 of this Agreement.

“**County**” means Wasatch County, a political subdivision of the State of Utah, and shall include, unless otherwise provided, any and all of the County’s agencies, bodies, departments, officials, employees or agents. References herein to findings made by the County mean findings made by the County Council, which findings may have been recommended by the Planning Commission.

“**County Code**” means the Wasatch County Code in effect as of the Acceptance Date.

“**County Council**” means the County’s governing legislative body.

“**Current Approvals**” has the meaning set forth in the Recitals of this Agreement.

“**Development**” means the planning, design and construction of buildings, amenities, infrastructure and other improvements pursuant to and consistent with the Current Approvals.

“**Development Application**” means any application for the approval of Development within the Project, to the extent an application is required under the Applicable Law, which is submitted after the Effective Date.

“**Director**” means the Director of the Wasatch County Planning and Zoning Department (or any successor body or department which oversees approval of planning and development for the County), or his or her designee.

“**Effective Date**” means the date referred to in Section 1.1 of this Agreement.

“**Exterior Lighting Ordinance**” means Ordinance No. 23-01 adopted by the County Council at a duly noticed public meeting on April 19, 2023. The Exterior Lighting Ordinance has sometimes been referred to by the County and others as the “**Dark Sky Ordinance**.”

“**Final Plan**” means the proposed final site plan for the Property which is attached as **Exhibit B** to this Agreement.

“**General Plan**” means the General Plan of Wasatch County, as approved by the County Council, which is in effect as of the Acceptance Date.

“**LUDMA**” means the County Land Use, Development, and Management Act, Utah Code § 17-27a-101, *et seq.*

“**MOU**” has the meaning set forth in Section 8.6 of this Agreement.

“**Owner**” means those entities or persons identified as Owner in the preamble, and shall include Owner’s successors in interest, transferees and assigns, including, where applicable, assignments to successors in interest or assignees of Owner’s rights and obligations under this Agreement. The obligations of Owner shall automatically be assigned to subsequent purchasers of the Project, and subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Owner pursuant to this Agreement.

“**Project**” means the Property and the development on the Property which is the subject of this Agreement, any ancillary and additional improvements or endeavors incident to the development of the Project.

“**Project Improvements**” means all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not limited to sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, and recreational facilities.

“**Property**” means the parcel or parcels of land which are the subject of this Agreement, and which are more particularly described in **Exhibit A**.

“**RLUIPA**” means the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. §§ 2000cc, *et seq.*

“**Temple**” has the meaning set forth in the Recitals of this Agreement.

“**Temple Project Ordinance**” has the meaning set forth in the Recitals of this Agreement.

“**URLUA**” means the Utah Religious Land Use Act, Utah Code §§ 63L-5-101, *et seq.*

SECTION 3. OBLIGATIONS OF OWNER AND THE COUNTY

3.1. Obligations of Owner.

3.1.1. Generally. The Parties acknowledge and agree that the County’s agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Owner’s agreement to perform and abide by the covenants and obligations of Owner set forth herein.

3.1.2. Conditions to Current Approvals. Owner shall comply with all of the following conditions (collectively “**Conditions to Current Approvals**”):

3.1.2.1. Compliance With Conditions Imposed by County. Owner agrees to comply with the conditions recommended and approved by County Council in connection with the approval of the Applications as set forth in this Agreement or attached hereto as **Exhibit C**. Owner understands and agrees that the representations made by Owner as part of the approval of the Applications are part of the basis for such approval and as such are integral components of the Current Approvals.

3.1.2.2. Payment of Administrative Fees. Owner agrees to pay all generally applicable Wasatch County fees required under Applicable Law as a condition of developing the Property and Project.

3.1.2.3. Payment of Impact Fees. Wasatch County has enacted an impact fee ordinance. Subject to adjustments approved by the Director or the County Council, Owner agrees to pay the applicable impact fees due and payable in connection with any structure built by Owner, or Owner's agent, employee, contractor, or subcontractor.

3.1.2.4. Payment of Special Service District Fees and Charges. Owner agrees to pay any and all fees imposed by the service districts providing services to the Project, including (but not limited to) fees for plan check and engineering review. The following services will be provided to the Project by special service districts, each of which has issued to Owner a "will serve" letter agreeing to provide the applicable services to the Project:

Service	Entity Providing Service
Culinary Water	Twin Creeks Special Service District
Irrigation Water	Twin Creeks Special Service District
Trash Removal	Wasatch County Solid Waste Special Service District
Sanitary Sewer	Twin Creeks Special Service District
Electricity	Heber Light & Power

3.1.3. Construction of Project Improvements. Owner will construct the Project Improvements associated with the Project, consistent with the Final Plan. Project Improvements include: (a) any roads and other improvements within the public rights-of-way within the Project, sidewalks, curb, gutter, street lighting, signage, and wet and dry utilities within such rights-of-way, within or adjacent to the perimeter or boundary of the Project; (b) all emergency and secondary access to the Project to the extent set forth in the Final Plan; (c) utility lines or facilities within the Project, or adjacent to the Project and necessary to provide utility service for the Project; (d) trails shown as shown on the Final Plan, including within or adjacent to the Project; (e) landscaping in areas inside of Project; and (f) all other improvements or dedications that are required within the Project or adjacent to the Project required by the County Code. Project Improvements shall be inspected and accepted by the County or other applicable utility service providers in writing prior to the issuance of a certificate of occupancy for any building within the Project. As set forth in Section 8.5 of this Agreement, the lighting shall be installed in a manner that meets the requirements of the Lighting Plan, as defined in Section 8.5, below, including any fine tuning of the foot-candle levels, shielding or other lighting installation issues, prior to issuance of a certificate of occupancy for the Temple. Also, for the avoidance of doubt, to the extent Twin Creeks Special Service District or any other utility provider will own or operate any portion of the Project Improvements, such portion of the Project Improvements will be constructed to the standards required by such utility provider. When construction is complete, such portion of the Public Improvements will be approved by the applicable utility provider and the utility provider will inspect and accept such portions of the Public Infrastructure. The issuance of a building permit does not waive any requirements related to Project Improvements.

3.1.4. Maintenance of Trails. The Final Plan identifies and trails for the Project. In the event Owner fails to maintain the trails in a manner consistent with comparable public areas maintained by the County, then the County may (but is not obligated to) maintain the trails after written notice to Owner except in emergency situations. The market value of the cost of any maintenance performed by the County pursuant to this Agreement shall be paid to the County within thirty (30) days after written demand to Owner and the County will have such rights to collect the same as are provided for under Section 16.27.23(B)(4) of the County Code.

3.1.5. Storm Water Management. The Final Plan will incorporate appropriate facilities to manage on-site storm water consistent with the County Code. Such facilities must be completed and operational prior to any certificates of occupancy for buildings in the Project being issued. The storm water facilities shall be maintained in accordance with manufacturer recommendations, or according the County Code for detention basins, as applicable. A system maintenance plan, based on manufacturer recommendations for the initial underground storm water detention facilities, are attached hereto as Exhibit E. Notwithstanding the foregoing, Owner may update and replace the storm water infrastructure in accordance with the Applicable Law, and shall provide updated maintenance recommendations upon request of the County. If maintenance of storm water facilities is not completed as required, the County may, but is not obligated to maintain the on-site storm water facilities, after written notice to Owner except in emergency situations. The market value of the cost of any maintenance performed by the County pursuant to this Agreement shall be paid to the County within thirty (30) days after written demand to Owner and the County will have such rights to collect the same as are provided for under Section 16.27.23(B)(4) of the County Code.

3.1.6. Bonding.

3.1.6.1. Performance Bonds and Warranty Bonds. Prior to any subdivision plat for the Project being recorded, or the issuance of any building permits in the Project, any Project Improvements which are to be dedicated to the public shall be completed, or bonded for with the appropriate governmental entity. Approval of any plat will be contingent on a performance bond being issued for 100% of the uncompleted portion of the public Project Improvements that must be completed in connection with development of the area shown on such plat, unless such portion of the Project Improvements are actually constructed and approved prior to the recording of the plat. The procedure for posting of any performance bond shall be in accordance with Section 16.27.21 of the County Code. Owner shall also post with the appropriate governmental entity a warranty bond for ten percent (10%) of the cost of completion of any Project Improvements which will be dedicated to the public. Included with the bond shall be an itemized engineer's cost estimate of all onsite and offsite improvements, trails, landscaping and any other amenities that are required as part of the Final Plan. Any bonds for the improvements to Center Street which are required by the City must be timely placed with the City according to its policies and procedures. The Center Street improvements will be inspected and approved by the City. The County Manager may require for the Center Street improvements either be completed or bonded

for with the City as a condition of recording a plat for the Project or for issuing development permits.

3.1.6.2. No Third Party Rights. All bonds, including but not limited to performance, warranty bonds, and related agreements are between the County, Owner (or contractor if applicable), and financial institution. No other person or entity shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

3.1.7. Private Drives.

3.1.7.1. Road Maintenance. There will be no roads on the interior of the Project, and all entranceways, pathways, driveways and parking areas on the interior of the Project will be private roads, unless the County and the Owner agree otherwise in writing. Center Street and the stub of Pimlico Drive will remain public roads. Private driveways and parking areas shall be constructed in accordance with County standards. The Owner shall maintain the driveways and the parking areas, providing the same level of service provided to other similar facilities in the County.

3.1.7.2. Snow Removal and Fire Access. Owner shall provide snow removal on all private driveways and parking areas in the Project. In addition to private roads Owner shall provide access to the Temple for fire apparatus in locations shown on **Exhibit G** attached hereto. Owner shall keep any ground cover or foliage in the fire access areas six inches (6") or less in height. Owner will not stockpile snow higher than six inches (6") in the fire access area shown on **Exhibit G**.

3.1.8. Owner Liabilities. The obligations of Owner shall automatically be assigned and assumed by subsequent purchasers of the Project, but the Owner shall not be released from the Project Improvement obligations as a result of the assignment and the assumption by subsequent purchasers. In the event that the Property is conveyed in part, the fee owner of that portion of the Property assumes the obligations of this Agreement applicable to such portion.

3.2. Obligations of the County.

3.2.1. Generally. The Parties acknowledge and agree that Owner's agreement to perform and abide by the covenants and obligations of Owner set forth herein is material consideration for the County's agreement to perform and abide by the covenants and obligations of the County set forth herein.

3.2.2. Limit on Conditions to Current Approvals. The County shall not impose any further Conditions to Current Approvals other than those detailed in this Agreement, unless agreed to in writing by the Parties.

3.2.3. Acceptance of Project Improvements. The County agrees, subject to the terms of this Agreement, to accept those Project Improvements to be dedicated to the County, in accordance with the County Code.

3.2.4. Additional Obligations of the County.

3.2.4.1. Road Maintenance and Snow Removal. Center Street and the stub of Pimlico Drive adjacent to the Project shall be public roads. The County will maintain and provide snow removal for the stub of Pimlico Drive, providing the same level of service provided to other Class B Roads in the County. The parties expect that the City will maintain and provide snow removal for the portion of Center Street which is adjacent to the Project as set forth in the MOU described below.

SECTION 4. OWNER VESTED RIGHTS AND APPLICABLE LAW.

4.1. Owner Rights. The Owner has the right to develop the Project in accordance with this Agreement including, without limitation, the rights set forth in this Section 4 (and its subparts) and the rights set forth in Section 8 of this Agreement, below.

4.1.1. Generally. As of the Effective Date of this Agreement, Owner has the vested right to proceed with the development of the Property and the Project in accordance with the approvals granted in this Agreement, the Final Plan, and the Current Approvals, for the term of the Agreement.

4.1.2. Permitted Use. Pursuant to RLUIPA and URLUA, the County finds that permitting the use of the Property for the Temple and the Project—subject to the terms, limitations, conditions, and obligations of this Agreement—is the least restrictive means of furthering the County’s compelling governmental interest in imposing a cohesive, County-wide zoning framework. Thus, notwithstanding any contrary provision of Section 16.08.02, Section 16.08.03, or Section 16.21.11 of the County Code, the County finds that Project, including the Temple, is a permitted and approved use for the Property, subject to the terms, limitations, conditions, and obligations of this Agreement. Without limitation, to the extent that Section 16.08.03 or Section 16.21.11 of the County Code would otherwise require the Owner to obtain a conditional use permit with respect to the Project, both for the ‘religious activities’ use and the greater height for a church, the Planning Commission and the County Council—in approving this Agreement—have found that appropriate standards for approval have been satisfied in the case of the Project. Specifically, and in addition to other findings set forth herein, the Owner has asserted, and the County accepts the following findings with respect to issues raised in Section 16.23.07 of the County Code, not by way of granting a conditional use permit for the Project, but by way of addressing how the standards of Section 16.23.07 of the County Code could be met, especially when interpreted in light of RLUIPA or URLUA.

4.1.2.1. Compliance with Land Use Code. The Project complies with all the requirements of Title 16 of the County Code, as modified by the Temple Project Ordinance and this Agreement.

4.1.2.2. Licensing. Owner will hold and maintain any business licenses required in connection with the operation of the Project.

4.1.2.3. Compatibility of Use. The Project primarily adjoins residential uses. The religious nature of the use of the Project is compatible with, and does not adversely affect, the surrounding uses. The Project is consistent with such residential uses in terms of the Project's use, location, scale, mass, design, and circulation—subject to the limitations set forth in Section 8 of this Agreement and its subpart. As described in Section 8.2, the Temple building is set back from the boundary lines of the Property and is situated in an appropriate location on the Property. The size and massing of the Temple in relationship to the overall size of the Property creates an appropriate scale. The Property is about 18 acres, whereas the RA-1 zone allows for development on one acre lots. Owner has designed the Temple in a manner which contains necessary size, design features, and massing given religious purposes of the Temple. The design of the Temple is harmonious with other historical buildings within the County and does not detract from surrounding residential buildings adjacent to the Property. The Project has two (2) ingress-egress access points to Center Street and the internal traffic circulation pattern has been approved by the Wasatch County Fire District.

4.1.2.4. Mitigating Visual and Safety. The visual impacts of the Temple building are adequately mitigated by the building's setback from the Property's boundary lines and the other terms, limitations, conditions, and obligations of this Agreement adequately mitigate any safety concerns.

4.1.2.5. General Plan. The use of the Property as a Temple is consistent with the General Plan, including for the reasons set forth in the Recitals of this Agreement.

4.1.2.6. Expansion. The Project is not expandable in scale or use.

4.1.2.7. Lighting, Parking, and Location. Issues relating to the lighting for the Project will be pursuant to the Exterior Lighting Ordinance, as provided in Section 8.5 of this Agreement. The Exterior Lighting Ordinance has been challenged in State Court. However, regardless of whether the Exterior Lighting Ordinance is overturned as a result of that process, the parties agree that the lighting for the Project will be governed by the terms, conditions, and obligations of the Exterior Lighting Ordinance as approved in the Lighting Plan and to be verified in the field during construction of the Temple. The character of the use and the surrounding developments are sufficiently harmonious with the Project as set forth in Section 4.1.2.3, above. The City has indicated that Center Street—which is a collector street adjacent to the Project—has sufficient capacity to handle the anticipated traffic for the Project, with the addition of the proposed round-about which the

Parties expect will be constructed pursuant to the MOU. The New Collector Street, described in Section 8.8.2, below, will further provide capacity for the anticipated traffic. Other relevant issues relating to parking, drainage, erosion, soil stability, wildlife impacts, dust, odor, noise and vibrations, etc., are adequately mitigated through the terms, limitations, conditions, setbacks, site plan provisions, and obligations set forth in this Agreement.

4.1.2.8. Financial Burden. The Project will not create an unreasonable financial burden on the County or on surrounding properties because Owner will be responsible to fund the development of any and all onsite infrastructure and the required off-site improvements identified in this Agreement or under Applicable Law. In addition, Owner and the County expect to enter the MOU with the City describing the Parties' obligations with respect to the maintenance of the relevant portion of Center Street.

4.1.2.9. Health, Safety, and Welfare. The religious nature of the Temple provides a direct social benefit for some County residents who are adherents of the Church of Jesus Christ of Latter-day Saints. Further, as set forth in the Recitals of this Agreement, the use anticipated by the Project is not adverse to the health, safety, or welfare of the residents of, and visitors to, the County.

4.1.2.10. Development Applications. As set forth in Section 4.2, below, Owner will obtain appropriate permits and approvals required in connection with further Development. As set forth in Section 4.4.1, below, such approvals will confirm with the IBC.

4.1.3. Specific Development Rights and Obligations. Without in any way limiting the foregoing, Owner has the vested right to develop the Project in accordance with the Final Plan and pursuant to the terms, conditions, obligations, and restrictions set forth in this Agreement, including this Section 4, and its subparts, and Section 8, and its subparts.

4.2. Processing Development Applications. The County shall approve Development Applications if they comply with Applicable Law and conform to this Agreement.

4.2.1. Timing. The County agrees to respond to Development Applications in a timely manner, consistent with the requirements of Applicable Law. Owner reserves all rights and remedies with respect to the County's failure to timely review and respond to a Development Application.

4.2.2. Final Action. The County will approve a Development Application so long as the Development Application is complete and complies with Applicable Law, including this Agreement. Owner may appeal any Denial of a Development Application as provided in the County Code and LUDMA.

4.3. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development,

transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify Owner's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

4.4. Laws Applicable to the Parties' Performance.

4.4.1. Applicable Law. Unless otherwise set forth in this Agreement, the rules, regulations, official policies, standards and specifications applicable to the development of the Property ("**Applicable Law**"), shall be the County's rules, regulations, official policies, standards and specifications, including the County Code, and other applicable state law, and federal law in effect as of the Acceptance Date. For the avoidance of doubt, the County agrees that Applicable Law includes the 2021 version of the International Building Code ("**IBC**"). However, notwithstanding the foregoing, any person submitting a Development Application shall be subject to updates to the building, electrical, mechanical, plumbing, and fire codes, and other technical specifications of the County Code, including the IBC, relating to the placement and construction of the proposed structure referenced in the Development Application, which are in effect at the time the person files with the County a completed Development Application. Nevertheless, on and after the Effective Date, Owner and County may agree, in each's sole discretion, to have a Development Application reviewed under any or all laws and standards in effect at the time the Development Application is submitted rather than under Applicable Law.

4.4.2. Effect of Conflict. Except as provided herein, development of the Project will be consistent with the County Code and other provisions of Applicable Law. In the event of a conflict between Applicable Law and this Agreement, including its Exhibits, then the provisions of the Agreement and its Exhibits shall control to the fullest extent possible. Specifically, certain provisions of this Agreement and its Exhibits may supersede and replace provisions of the County Code, but only with respect to the Project. Pursuant to the Act (Utah Code § 17-27a-528), this Agreement and its Exhibits have been approved by the County's legislative body in accordance with the same procedures, including notice provisions, used for enacting a land use regulation under Utah Code § 17-27a-502, including a review and recommendation from the Planning Commission, and a public hearing.

4.4.3. State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("**Changes in the Law**") applicable to the Property, provided such Changes in the Law are generally applicable to other similarly situated properties. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance

thereof delayed, as may be necessary, but only to the extent necessary to comply with the Changes in the Law.

SECTION 5. AMENDMENT

5.1. Administrative Amendments. It is the County's practice, in connection with the prosecution and enforcement of any land use decision, to administratively approve minor, inconsequential modifications, as determined in the discretion of the County. That process and the applicable standards are discussed in Section 16.27.10(D) of the County Code in the context of changes from preliminary approvals to final applications, but the concept is applied in the prosecution and enforcement of final approvals as well. In accordance with the County's standard practice regarding land use decisions, Owner may, from time to time, propose amendments to the Agreement which, if proposed by Owner, may be considered and approved by County officials as outlined below, but only if such amendment represents a minor, inconsequential change to the Agreement, and if such amendment is otherwise in compliance with Applicable Law. Nevertheless, Owner or the County official, may refer any amendment initially proposed by the Owner to be considered by the County Council for approval under Section 5.2 of this Agreement.

5.1.1. Infrastructure. Minor, inconsequential changes of the location or sizing of the Project Infrastructure that does not materially change the functionality of the Project may be approved administratively by the County Engineering Coordinator or designee.

5.1.2. Design Guidelines. During buildout of the Project, Owner may propose, and the Director may administratively approve, minor, inconsequential changes to the guidelines and standards for design of the Project ("**Design Guidelines**") attached hereto as **Exhibit D**, including to respond to availability of materials or to respond to community input.

5.1.3. Technical Edits. Minor technical edits or corrections to this Agreement and its Exhibits, including to the Final Plan, which are necessary to clarify or modify such documents consistent with their intended purpose, may be approved by the head of the County department or agency which would have primary review responsibility for the issue in the County's DRC review process.

5.1.4. Legal Description. Modifications to the legal description of the Property, including, without limitation, modifications to respond to any survey or resurvey of the Property, may be approved by the County Surveyor.

5.2. Amendments Generally. Unless otherwise stated in Section 5.1, above, the Parties may amend this Agreement by mutual written consent as approved by the County Council, and following any processes or hearings required under Applicable Law. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

SECTION 6. DEFAULT

6.1. General Provisions.

6.1.1. Defaults Generally. In the event any Party fails to perform any duty or obligation under this Agreement, the other Party shall give written notice (“**Notice of Default**”) as provided herein. The Notice of Default shall specify the nature of the alleged failure, provide documentation or evidence substantiating the alleged failure, and, where appropriate, shall state the manner in which said failure satisfactorily may be cured.

6.1.2. Cure Period. Any failure identified in a Notice of Default which continues uncured for a period of more than thirty (30) days following such Party’s receipt of the Notice of Default may be deemed a default hereunder, unless a different period is provided in this Agreement or such period is extended by written mutual consent, or as provided herein shall constitute a default under this Agreement. If the nature of the failure alleged in the Notice of Default is such that it cannot reasonably be cured within such period of thirty (30) days, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within the permissible period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured prior to termination, then no default shall exist and the Party giving the Notice of Default shall take no further action. Except as otherwise provided in this Agreement, LUDMA or the County Code shall govern the appeal of any approval, denial, or failure to approve a land use application by the County.

6.2. Review of Agreement by County.

6.2.1. Generally. The County may from time to time, request that Owner demonstrate that Owner is in full compliance with any specific provision, term, or condition of this Agreement by providing written notice identifying the provision, term, or condition about which the County is inquiring. Owner shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within sixty (60) days of the request, or at a later date as agreed between the Parties.

6.2.2. Determination of Non-Compliance. If the County finds and determines that Owner has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the County may deliver a Notice of Default pursuant to Section 6.1.1 of this Agreement. If the noncompliance is not timely cured by Owner, the County may terminate this Agreement.

6.3. Default by the County. In the event the County defaults under the terms of this Agreement, Owner shall have all rights and remedies provided in this Agreement and provided under Applicable Law.

6.4. Extension of Time for Performance. Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of any of the following (each an “**Event of Force Majeure**”): war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, pandemics or epidemics, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Changes in the market, or the financial standing of the Parties shall not serve as a basis for excused performance. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

SECTION 7. DEFENSE AND INDEMNITY.

7.1. Owner’s Actions. Owner shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation and attorney fees) for bodily injury or property damage which are asserted against the County and which arise directly or indirectly from the construction of the Project, or operations performed under this Agreement by: (a) Owner or by Owner’s contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Owner or any of Owner’s contractors or subcontractors. Owner will have no obligation to indemnify for the actions of third-parties not identified in the preceding sentence. The Owner further releases any claims which Owner has or may have against the County and its elected and appointed officers, agents, employees, and representatives, arising directly out of the approval of this Agreement, except for willful misconduct or fraudulent acts by the County. Nothing in this section shall abrogate any defenses or immunities under the Utah Governmental Immunity Act.

7.2. Hazardous, Toxic, and/or Contaminating Materials. Owner further agrees to defend and hold harmless the County and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project, but only to the extent the same are caused by or relate to the intentional or negligent acts of Owner, or Owner’s officers, contractors, subcontractors, employees, or agents.

7.3. Limitation on Indemnity. Nothing in this Agreement shall be construed to mean that Owner shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (a) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; or (b) the negligent maintenance or repair by the County of any County facilities or improvements, including improvements that have been offered for dedication and accepted by the County for maintenance.

SECTION 8. SPECIFIC DEVELOPMENT RIGHTS AND OBLIGATIONS.

8.1. Design Guidelines. Owner may develop the Temple and other structures within the Project generally according to exterior design standards and criteria set forth in the Design Guidelines attached hereto as **Exhibit D**.

8.2. Building Height. Notwithstanding any contrary provision of the County Code, the Temple may exceed the otherwise applicable height allowed in the Zone, subject to the limitations of this Section and its subparts. The County agrees that a distinction from the more typical height requirement in the Zone is appropriate for a number of reasons. As noted in Recital D, the Temple qualifies as a "Church or Temple" within the meaning of Section 16.04.02 of the County Code. Pursuant to Section 16.21.11 of the County Code, churches are entitled to additional height in the context of a conditional use permit. Although such a permit is not necessary here, in light of the approvals granted pursuant to this Agreement, as set forth in Section 4.1.2, above, the Owner asserts, and the County accepts that all the requirements for granting a conditional use are present in the case of the Project. Thus, additional height provided for below is justified. The County also finds that the Recitals of this Agreement also identify the justification for the height of the Temple. Moreover, in certain zones abutting residential zones, as setbacks increase, additional height is permitted. *See* Section 16.21.19(A) of the County Code, providing for two feet (2') of building height over twenty feet (20') for each additional one foot (1') of setback beyond what is required. Although the Temple is not in a business, commercial, or industrial zone, the setbacks from Property's boundary lines, as shown on the Final Plan, confirm that the maximum height provided for below is appropriate for the Property and is hereby approved.

8.2.1. Maximum Height of Main Structure. The main structure of the Temple, to the top of the screen parapet, shall not exceed a maximum height of one hundred feet (100') above natural grade.

8.2.2. Towers. Consistent with the County Code, the spires, steeples, or towers on the Temple are not subject to the height limitation set forth in this Section and may be higher. Buildings other than the Temple situated within the Project will be limited to the otherwise applicable height allowed under the County Code. Without limiting the foregoing, the parties anticipate that the east tower may extend approximately one hundred forty-one feet (141') above existing grade and the west tower may extend approximately two hundred ten feet (210') above natural grade.

8.3. Massing. Notwithstanding any contrary provision of the County Code, the Temple shall be permitted to have a size and massing characteristics consistent with the terms and provisions of the Design Guidelines.

8.4. Parking. As set forth in the Final Plan, the Project has the number and character of parking stalls consistent with the County Code or the approved parking study.

8.5. Exterior Lighting and Hours of Operation. All exterior lighting within the Project, including lighting of the Temple itself, will be installed, maintained, and operated pursuant to the

terms, conditions, and restrictions of the Exterior Lighting Ordinance. Owner agrees to comply with the Exterior Lighting Ordinance, even if the Exterior Lighting Ordinance is overturned by a court of competent jurisdiction. There is some level of discretion in how to apply the standards of the Exterior Lighting Ordinance to the Project. Although the County has determined that the lighting plan for the Project included as a component of the Final Plan ("**Lighting Plan**") is substantially compliant with the Exterior Lighting Ordinance, and the County Code, including sections 16.21.19, 16.21.16, 16.26, 16.33.10, the County Council hereby legislatively approves the Lighting Plan for the Project. The parties note that if the Exterior Lighting Ordinance were to be struck down by a court of competent jurisdiction, then without this Agreement, the Project would be vested under the prior version of the County Code, which allows any amount of light on a site or building without limits as long as it is directed down. The Exterior Lighting Ordinance, and the Lighting Plan, limits the quantity of light, and helps protect the night sky by using newer technologies that help limit light pollution. The Lighting Plan helps preserve the views of the night sky and reduce the health impacts of artificial light more than the lighting restrictions in the version of the County Code which existed prior to the enactment of the Exterior Lighting Ordinance. The Lighting Plan balances the health, safety, welfare interests of adequate lighting required under the IBC, FAA, and recommendations of the Illuminating Engineering Society ("**IES**") with the welfare interests in reducing light pollution. The Owner shall comply with the Lighting Plan and associated lighting levels in perpetuity, unless a new application for a lighting plan is approved as provided for herein. Any subsequent applications for changes to the exterior lighting of the Project shall be evaluated pursuant to the Exterior Lighting Ordinance, even if the ordinance is overturned by a court of competent jurisdiction. For purposes of the Exterior Lighting Ordinance, Owner states that current normal business hours begin at six o'clock (6:00) A.M. and close at ten o'clock (10:00) P.M. Those shall be deemed the normal business hours and hours of usual operations for lighting purposes year-round, even on days when the Temple may not be open. Notwithstanding the foregoing, nothing in this Agreement or the Exterior Lighting Ordinance will prevent Owner from installing motion-activated sidewalk and parking lot lighting, in accordance with the Lighting Plan, for safety purposes in connection with all after-hours access to the Temple or Property, including for maintenance purposes; provided, however, that such motion-activated safety lighting will not allow Owner to illuminate the exterior of the Temple outside of hours otherwise allowed under the Exterior Lighting Ordinance. Nevertheless, and notwithstanding any provision of the Exterior Lighting Ordinance, nothing in this Agreement will be deemed to restrict Owner's ability to install the lowest amount of lighting as required by the regulations or rules administered by the Federal Aviation Administration ("**FAA**") based on the Temple's proximity to the Heber Valley Airport. Owner shall comply with FAA regulations with respect to exterior lighting for the Temple and other components of the Project. Owner has worked with the FAA to identify "the lowest amount of lighting" as identified in the FAA regulations. Owner has made a reasonable effort to apply for the lowest amount of lighting required for the Project, including options having the lowest Candela allowed. The FAA has indicated to Owner that Owner may comply with the applicable FAA regulations with either nighttime lighting of the upper portion of the western spire of the Temple, or with a solid red light at or near the top of the western spire, which would not require otherwise applicable lighting of the western spire.

8.6. Cooperative Agreement Regarding Center Street. The Parties anticipate that on or after the Effective Date, Owner, the County, and the City (or, alternatively, the Owner and the City), will enter into a Memorandum of Understanding (“**MOU**”) identifying and outlining the respective responsibilities of Owner, the County, and the City with respect to the maintenance of the portion of Center Street fronting the Property. Notwithstanding the foregoing, the MOU will not modify or limit any approvals, entitlements or obligations arising under this Agreement.

8.7. Ridgeline / Viewshed Analysis. The County does not maintain that the Ridgeline / Viewshed provisions of the County Code apply to the Project because the development is not located on or about a ridgeline. The County has never applied the Ridgeline / Viewshed provisions to development on the valley floor. Regardless, the County finds that the provisions of this Agreement adequately address any visual impact created by the Temple and that no additional conditions are required with respect to the Project under Section 16.27.22 of the County Code. The Project meets the requirements of Section 16.27.22, and the Temple is not limited in height, or location on the Property due to Section 16.27.22.

8.8. Flood Zone and Southern Property Boundary. The western portion of the Property is located within “Zone AE” (“**Flood Zone Parcel**”) as shown on the Flood Insurance Rate Map, with an Effective Date of March 15, 2012 (Panel 0119E). The following provisions will apply to the development of the Flood Zone Parcel and the southern boundary line of the Property.

8.8.1. Flood Zone Development. Owner will not install or maintain any impervious surfaces on the Flood Zone (except as necessary to complete the Trail). However, the foregoing will not preclude Owner from using or modifying the Flood Zone Parcel for landscaping, stormwater detention, or other purposes which do not require permanent impervious surfaces (except as necessary to complete the Trail) so long as modifications do not affect the grade of the Flood Zone Parcel, inhibit flows, redirect flows in a manner that will harm others and are in compliance with FEMA regulations. Owner may be permitted to install on the Flood Zone irrigation and stormwater lines, channels, drains, and other equipment consistent with the foregoing purposes. The Flood Zone Parcel may also include portions of the Trail, identified below. Nothing in this Section 8.8 exempts the Project from Section 16.28.08 of the County Code or any applicable FEMA regulations.

8.8.2. Access via Southern Property Boundary. In connection with the prior development of the Triple Crown Subdivision (“**Subdivision**”), a stub of Pimlico Drive (“**Stub Road**”) was installed to the north of the intersection of Pimlico Drive with Preakness Lane. The Stub Road was constructed in anticipation that the Property might be used as residential purposes and, thereby, provide connectivity between the Property and the Subdivision. However, in light of Owner’s determination to use the Property for the Temple and not for a future residential subdivision, the County finds that it is appropriate for the Stub Road to not be extended through the Property. This finding is based on, among other things, the provisions of the following sections. Additionally, because Pimlico Drive will not be connected through to Center Street, and in lieu of the road, sidewalk and culvert improvements that Owner would otherwise install, Owner will be required to improve the dead end of Stub Road—but only to the extent such

improvements are or will be located on the Property or in a public right of way, but will not require a turnaround or hammer head. Rather, Owner will extend existing improvements on or adjacent to the Stub Road such that they will continue for a total of approximately one hundred fifty (150) feet from intersection with Preakness Lane, as shown on the Final Plan. The improvements to the Stub Road may include extension of existing sidewalk, curb, drainage, and non-irrigated landscaping in accordance with the Final Plan.

8.8.3. New Collector. The City is constructing a collector street to the east of the Humbug Canal running north from Center Street ("**New Collector Street**"). The New Collector Street will intersect Center Street at the location of the Project's west entrance onto Center Street. If the Stub Road were extended through the Project to the Project's west entrance, Pimlico Drive would become an extension of the New Collector Road, which the County Council finds to be contrary to the health and safety of the residents of the Subdivision. The County Council finds that Mill Road should act as the collector road for the Subdivision and other developments directly south of the Property, and connecting the Stub Road would undermine that intent. The County Council also finds that extending the Stub Road through the Project would create a safety hazard for users of the Project, including pedestrian travel through the parking areas of the Project.

8.8.4. Traffic Impact and City Involvement. Notwithstanding any contrary provision of Sections 16.27.28, 16.27.29, 16.27.30, 16.27.31, 16.08.14 of the County Code, or any other provision of the County Code, Owner will not be required to extend the Stub Road or Pimlico Drive through the Project or otherwise provide vehicular access to the Project from Pimlico Drive or from the south side of Lake Creek. The only significant traffic impact of the Project as designed will be on Center Street, which is in the City adjacent to the Property. Therefore, the City will be responsible for evaluating and approving the connections and improvements to the Center Street right of way. Any requirements of the County Code regarding street layouts, the local street plan, traffic control plans, pedestrian access or traffic studies, as they pertain to Center Street, including, without limitation, Sections 14.02, 16.02.12, 16.27.25, as they pertain to Center Street, are hereby determined to not be applicable to the Project.

8.9. Regional Trail. Owner shall install a perimeter walking trail ("**Trail**") on portions of the exterior boundaries of the Property as shown on the Final Plan. The Trail shall be designated as a public easement. Notwithstanding the foregoing, the easement for the Trail will be subject to the following restriction: the Trail shall be used only for non-motorized, pedestrian, recreational use and for no other purpose. The hours the Trail may be used by the public will not be limited, except as may be reasonably necessary to address temporary hazards, to perform construction or maintenance, or by a County ordinance regulating trails throughout the County. The Trail shall be connected to, and form part of, a larger regional trail intended for the use and benefit of the community as a whole. Owner shall be required to maintain the Trail on Owner's property or as agreed to by the County to standards which the County employs for similarly situated county facilities. Nevertheless, nothing in this Agreement shall limit the protections available to Owner under Utah Code § 57-14-101, *et seq.* The Owner will be required to provide complete connections with an improved regional trail system, as shown on the Final Plan. The requirements of this

Agreement will control over any contrary provision of Section 16.08.14, 16.21.18 or 16.38 of the County Code. The County acknowledges that the Trail is intended to be used by the public for a recreational purpose as defined in Utah Code § 57-14-102, and that Owner is entitled to the protections of Utah Code § 57-14-101, *et seq.* Further, the use of the Trail will also be deemed a recreational activity under Utah Code § 78B-4-509, and the County will be entitled to the protections of that section. The easement for Trail will be held by County for the use and benefit of the public, and the parties intend to retain for themselves, with respect to the public use of the Trail, all protections afforded under the Utah Governmental Immunity Act.

8.10. Maintenance Obligations Transfer. Portions of the County Code, including Section 16.27.23, contemplate the maintenance obligations for Open Space, trails, recreational facilities, and certain landscaping being transferred to a homeowners association or similar entity, with the County's approval. Thus, Owner will remain responsible for any of the foregoing which are applicable to the Project. The County therefore finds the Project is not subject to provisions for transferring maintenance obligations, and a written transfer agreement. However off-site improvements, as in the case of the required improvements on Pimlico Drive, may be transferred to a homeowners association.

8.11. Signs. The signs and monumentation for the Project, as included in **Exhibit F**, are approved, notwithstanding any contrary provisions of the County Code, including, without limitation Chapter 16.26 and its subparts. The Project will likely attract persons from outside the County—indeed, from outside the State of Utah—including both adherents and non-adherents of the Church of Jesus Christ of Latter-day Saints, to visit the County. Visitors are likely to come for many reasons, including, to tour the Temple before it commences operations (which tours are open to the general public), to participate directly in ceremonies and ordinances held in the Temple, and to support or celebrate with persons who are participating in such ceremonies and ordinances. The County finds that the signs and monumentation for the Project will promote the safety and welfare of people visiting the Temple because it will facilitate them, finding the Temple, and understand the proper way to access the Temple. In addition to the signs identified on **Exhibit F**, the Temple may also feature the exterior inscriptions “House of the Lord” and “Holiness to the Lord,” which have specific religious significance, in accordance with Owner's practice for other temples. Throughout the Project, Owner may install signs to guide vehicular and pedestrian traffic, including signs permitted by the Manual on Uniform Traffic Control Device.

8.12. Land Use Authority. The County Council will serve as the land use authority for the Applications for the Project. The Applications will be heard by the planning commission, who will hold a public hearing on these items in association with this Agreement, and an associated ordinance, and as required by Utah Code § 17-27a-502. The Wasatch County Council will hold a public hearing on the Applications, this Agreement, and the Temple Project Ordinance in conjunction with this Agreement. The Council may approve the proposed Applications, and the Temple Project Ordinance, or they may modify, deny, or continue the matter. Subsequent land use approvals related to the Project will proceed in accordance Applicable Law and this Agreement.

SECTION 9. INSURANCE MATTERS.

9.1. Insurance Required. Owner shall maintain reasonable policies of commercial general liability insurance with respect to any portion of the Project Improvements which will be dedicated to the public.

9.2. Insurance Certificates. Prior to beginning construction on the Project, Owner shall furnish to the County certificates of general liability insurance indicating that the County has been added as a certificate holder with respect to construction of any public portion of the Project Improvements for the Project. Until such time as any public portion of the Project Improvements are completed and approved by the County, such insurance coverage shall not terminate or be canceled or the coverage reduced until after at least thirty (30) days' written notice is given to the County.

SECTION 10. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP.

10.1. Parties' Understanding. It is specifically understood and agreed to by and between the Parties that: (a) Project is a private development; (b) the County has no interest or responsibilities for, or due to, third-parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (c) Owner shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Owner under this Agreement; and (d) the County and Owner hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Owner and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Owner.

SECTION 11. MISCELLANEOUS.

11.1. Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

11.2. Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to the County.

11.3. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this

Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.4. Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

11.5. Construction. This Agreement has been reviewed and revised by legal counsel for both the County and Owner, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

11.6. Covenants Running with the Land. 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 of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees.

11.7. Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

11.8. Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11.9. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any dispute regarding the Agreement may be resolved in a court of competent jurisdiction in the State of Utah.

11.10. Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

11.11. Requests to Modify Use Restrictions. Owner's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. This Section grants no additional rights besides those granted under Applicable Law.

11.12. Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party: (a) such Party is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (c) the individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent; and (d) this Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

11.13. No Third-Party Beneficiaries. This Agreement is between the County and Owner. No other person or entity shall be deemed a third-party beneficiary or have any rights under this Agreement.

SECTION 12. NOTICES.

12.1. Manner of Giving Notice. Any notice or communication required hereunder between the County and Owner must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of: (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

WASATCH COUNTY MANAGER
Attn: Dustin Grabau
25 N Main Street
Heber City, Utah 84032

PLANNING AND ZONING
DEPARTMENT
Attn: Doug Smith, Director
35 South 500 East
Heber City, Utah 84032

With Copies to:
WASATCH COUNTY ATTORNEY

If to Owner:

CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS
Attn: David A. Channer, Assoc. General
Counsel
50 E. North Temple Street, Room 288W
Salt Lake City, Utah 84150-0302

With Copies to:
KIRTON | McCONKIE
Attn: Loyal C. Hulme and Daniel C.
Dansie
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111

Attn: Scott Sweat and Jon Woodard
805 West 100 South
Heber City, UT 84032

SECTION 13. CONCLUDING PROVISIONS.

13.1. Integration Clause. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the County and Owner. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A - Legal Description of the Property

Exhibit B – Final Plan

Exhibit C – Conditions of Approval

Exhibit D – Design Guidelines

Exhibit E – Stormwater Infrastructure Maintenance Recommendations

Exhibit F – Approved Signs

Exhibit G – Fire Access

13.2. Recording. Following the Effective Date, the County Clerk shall cause to be recorded, at Owner's expense, an executed copy of this Agreement in the real property records of the office of the Wasatch County Recorder.

[End of Agreement. Balance of page left blank intentionally.]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Owner and the County as of the date and year first above written.

COUNTY:
WASATCH COUNTY, a political subdivision of the
State of Utah

By: _____

Dustin Grabau, County Manager

Date: _____

Attest: _____

STATE OF UTAH)
 ss:
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Dustin Grabau, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by _____ of the County Clerk's Office.

NOTARY PUBLIC
Residing at: _____

OWNER:
THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS, a Utah corporation sole

By: _____

Name: _____

Title: _____

Date: _____

STATE OF UTAH)
)
) :ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, who executed the foregoing instrument as _____ of the Church of Jesus Christ of Latter-day Saints.

NOTARY PUBLIC
Residing at: _____

EXHIBIT A

[Legal Description of Property]

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE & MERIDIAN, WASATCH COUNTY, UTAH. THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE TOWNSHIP LINE, SAID POINT IS 887.22 FEET N.89°48'22"E. ALONG SAID TOWNSHIP LINE FROM THE NORTHWEST CORNER OF SAID SECTION 4; (BASIS OF BEARING IS S.00°12'01"E. ALONG THE SECTION LINE BETWEEN THE FOUND MONUMENTS REPRESENTING THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 4); AND RUNNING THENCE ALONG SAID TOWNSHIP LINE N.89°48'22"E. 386.80 FEET; THENCE S.00°05'13"E. 19.76 FEET TO A POINT IN AN EXISTING WIRE FENCE LINE; THENCE ALONG SAID EXISTING WIRE FENCE LINE N.89°38'39"E. 886.24 FEET TO THE EXTENSION OF THE EASTERLY BOUNDARY LINE OF PROPERTY DESCRIBED IN QUIT CLAIM DEED IN FAVOR OF LOWER FIELD BOYD L.L.C. RECORDED AS ENTRY NO. 425030 IN BOOK 1160 AT PAGE 389 IN THE OFFICE OF THE WASATCH COUNTY RECORDER, SAID POINT IS ALSO THE EXTENSION OF AN EXISTING CONCRETE FENCE LINE; THENCE ALONG SAID EASTERLY BOUNDARY LINE AND ITS EXTENSION S.00°11'38"E. 206.56 FEET TO A POINT IN THE NORTHERLY BOUNDARY LINE OF BEAUFONTAINE AT SPRING LAKE PHASE 2 P.U.D. (BEAUFONTAINE) RECORDED AS ENTRY NO. 402104 IN BOOK 1107 AT PAGE 730 IN THE OFFICE OF THE WASATCH COUNTY RECORDER; THENCE ALONG SAID NORTHERLY BOUNDARY LINE N.89°21'13"W. 151.53 FEET TO THE NORTHWEST CORNER OF SAID (BEAUFONTAINE); THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID (BEAUFONTAINE) S.02°42'20"W. 365.54 FEET TO THE SOUTHWEST CORNER OF SAID (BEAUFONTAINE), SAID POINT IS ALSO IN THE NORTHERLY BOUNDARY LINE OF TRIPLE CROWN SUBDIVISION PLAT A RECORDED AS ENTRY NO. 325405 IN BOOK 948 AT PAGE 1946-2015 IN THE OFFICE OF THE WASATCH COUNTY RECORDER; THENCE ALONG SAID NORTHERLY BOUNDARY LINE AND ITS EXTENSION THE FOLLOWING THREE (3) COURSES: 1) S.89°36'38"W. 717.30 FEET, 2) S.00°05'13"E. 106.84 FEET AND 3) S.89°54'47"W. 606.00 FEET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN GENERAL WARRANT DEED IN FAVOR OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS RECORDED AS ENTRY NO. 524740 IN BOOK 1423 AT PAGE 365 IN THE OFFICE OF THE WASATCH COUNTY RECORDER; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID DESCRIBED PROPERTY N.17°24'47"E. 728.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 18.17 ACRES IN AREA, MORE OR LESS.

EXHIBIT B

[Final Plan]



EXHIBIT C

[Conditions of Approval]

1. Where parking is adjacent to residential uses, trees must be spaced no greater than 25' apart.
2. The temple lighting is easily adjustable. Grounds and building lighting must be maintained at the levels shown and approved by the County Council and in the development agreement. "Light creep" cannot occur over time.
3. The presented lighting plan shows 22 candelas per square meter at the brightest spot. County code allows up to 27 candelas per square meter. The lighting plan submitted, reviewed, vetted in public hearings and approved by the legislative body must be the final plan used in the field and be consistent with the limits approved.
4. Lower light poles at the west façade so that height to luminaire or light source is not higher than 15' as required by code.
5. Any changes made by the council in their approval of the application shall be reflected in the development agreement to the satisfaction of the county manager with input from legal and planning staff, before execution.
6. The Development Agreement shall be executed by the County and the Applicant, prior to any final plats being recorded.
7. The final plat shall be recorded in accordance with WCC 16.01.16 – Expirations of Application or Approvals. In the event that there is litigation between the County and a third party or the applicant and a third party regarding this approval, that prohibits the County or the applicant from recording the final plat, the times of WCC 16.01.16 shall be tolled for the reasonable duration of the litigation. This shall not be interpreted to imply that litigation regarding this approval would, in itself, prohibit or prevent a final plat from being recorded.

EXHIBIT D

[Design Guidelines]

1. The Temple will have a granite stone exterior which meets the requirements of the Exterior Lighting Ordinance.
2. The Temple will also have decorative metal exterior components.
3. The Temple will have metal framed windows with glazing.
4. Architectural design elements of Temple will be substantially similar to the image shown below.
5. The auxiliary / maintenance building will have a honed CMU exterior.



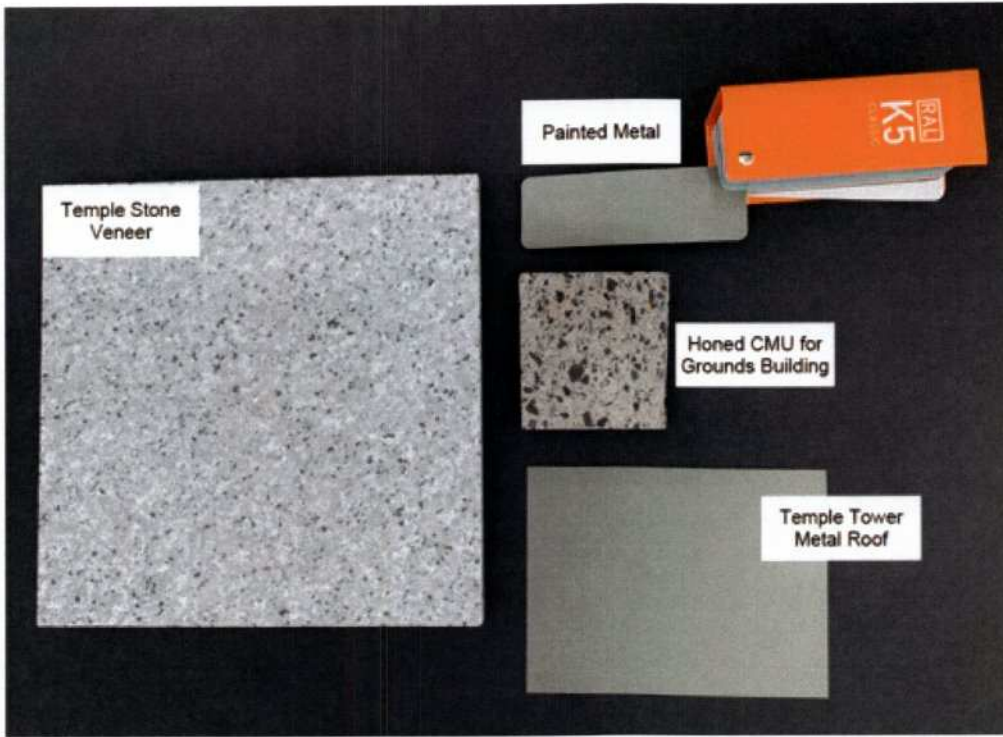


Exhibit E

[Stormwater Infrastructure Maintenance Recommendations]

Post Construction Storm Water Management Plan

Heber Valley Temple: Wasatch County

These Commercial Best Management Practices (BMPs) are measures and/or practices to be maintained by the property owner or operator to prevent illicit discharges, pollutants, and other contaminants from entering the county storm water system. These measures and practices are to be implemented upon completion of construction activities, to be conducted and maintained in perpetuity:

- * Inspection and cleaning of Pretreatment boxes and catch basins. Pretreatment and catch basin are to be inspected periodically and are to be cleaned at least once each year. Storm drain manholes, flap gates, and the stream outfall will be inspected each fall and spring. Clear debris as required from the systems.
- * Parking area cleaning and sweeping - Parking lots are to be swept from time to time as deemed necessary by Owner.
- * Waste management and disposal- Standard trash and recycling materials will be disposed of in appropriate waste bins as required by applicable law. Regular cleaning of trash bin areas will be completed by the Owner.
- * Landscape maintenance - Owner is responsible for general landscape maintenance. The landscape maintenance will consist primarily of watering and fertilizing. Logs of fertilization will be maintained by the Owner.
- * Employee training - Property owner is to provide or require training in storm water quality management and required BMPs. Employee training in storm water quality management and required BMPs shall be integrated with any other existing employee training programs.
- * Inspection of the isolator row of the underground detention system will be in accordance with the system manufacture recommendations during the first year and subsequent years of operation. Periodic cleaning of the isolator row will be completed as required to remove sediment in the isolator row. Cleaning will be in accordance with the system manufacture recommendations. The operations and maintenance of the rest of the underground system will also be in accordance with the system.
- * Record of inspection and maintenance- The current year records of inspection and maintenance shall be kept by Owner and made available for review by county and/or state officials upon reasonable request. An inspection of the site may be conducted by the county annually, or at such reasonable lesser intervals as may be deemed necessary and appropriate.

The objective of the plan is to maintain the storm drainage and underground detention facilities as designed.

Heber Valley Temple.

STORMWATER MAINTENANCE AGREEMENT INSPECTION FORM

Site Name:		Date of Evaluation				
Site Address:						
Facility Contact Information						
	NAMES		PHONE #'S		E-MAIL	
CONTACT:						
CONTACT:						
BUSINESS TYPE: INSTITUTION <input type="checkbox"/> COMMERCIAL <input checked="" type="checkbox"/> INDUSTRIAL <input type="checkbox"/>						
Items Inspected	Checked		Maintenance		Inspector	Observations and Remarks
	Yes	No	Req'd	Not Req'd		
1. Review Stormwater site plan						
2. Dumping Evidence						
3. Spill Evidence						
4. General Site						
5. Other Pollution Sources						
6. General Maintenance Status						
Inlets						
Conveyance Systems						
Manholes						
Structural Devices						
Stormwater Storage						
Parking/Pavements						
Waste Collection						
Landscaping						
Flap Gates, SD Outfall						
7. Other Site Items						
Notes:						
Inspector:			Site Contact:			
Signature	Title		Signature	Date		



Contacto[®] & Recharger[®] Stormwater Chambers



Operation and Maintenance Guidelines for CULTEC Stormwater Management Systems

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Operations and Maintenance Guidelines

Published by
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Doc ID: CULG008 05-17
 May 2017

*These instructions are for single-layer traffic applications only. For multi-layer applications, contact CULTEC.
 All illustrations and photos shown herein are examples of typical situations. Be sure to follow the engineer's drawings.
 Actual designs may vary.*



This manual contains guidelines recommended by CULTEC, Inc. and may be used in conjunction with, but not to supersede, local regulations or regulatory authorities. OSHA Guidelines must be followed when inspecting or cleaning any structure.

Introduction

The CULTEC Subsurface Stormwater Management System is a high-density polyethylene (HDPE) chamber system arranged in parallel rows surrounded by washed stone. The CULTEC chambers create arch-shaped voids within the washed stone to provide stormwater detention, retention, infiltration, and reclamation. Filter fabric is placed between the native soil and stone interface to prevent the intrusion of fines into the system. In order to minimize the amount of sediment which may enter the CULTEC system, a sediment collection device (stormwater pretreatment device) is recommended upstream from the CULTEC chamber system. Examples of pretreatment devices include, but are not limited to, an appropriately sized catch basin with sump, pretreatment catchment device, oil grit separator, or baffled distribution box. Manufactured pretreatment devices may also be used in accordance with CULTEC chambers. Installation, operation, and maintenance of these devices shall be in accordance with manufacturer's recommendations. Almost all of the sediment entering the stormwater management system will be collected within the pretreatment device.

Best Management Practices allow for the maintenance of the preliminary collection systems prior to feeding the CULTEC chambers. The pretreatment structures shall be inspected for any debris that will restrict inlet flow rates. Outfall structures, if any, such as outlet control must also be inspected for any obstructions that would restrict outlet flow rates. OSHA Guidelines must be followed when inspecting or cleaning any structure.

Operation and Maintenance Requirements

I. Operation

CULTEC stormwater management systems shall be operated to receive only stormwater run-off in accordance with applicable local regulations. CULTEC subsurface stormwater management chambers operate at peak performance when installed in series with pretreatment. Pretreatment of suspended solids is superior to treatment of solids once they have been introduced into the system. The use of pretreatment is adequate as long as the structure is maintained and the site remains stable with finished impervious surfaces such as parking lots, walkways, and pervious areas are properly maintained. If there is to be an unstable condition, such as improvements to buildings or parking areas, all proper silt control measures shall be implemented according to local regulations.

II. Inspection and Maintenance Options

- A. The CULTEC system may be equipped with an inspection port located on the inlet row. The inspection port is a circular cast box placed in a rectangular concrete collar. When the lid is removed, a 6-inch (150 mm) pipe with a screw-in plug will be exposed. Remove the plug. This will provide access to the CULTEC Chamber row below. From the surface, through this access, the sediment may be measured at this location. A stadia rod may be used to measure the depth of sediment if any in this row. If the depth of sediment is in excess of 3 inches (76 mm), then this row should be cleaned with high pressure water through a culvert cleaning nozzle. This would be carried out through an upstream manhole or through the CULTEC StormFilter Unit (or other pretreatment device). CCTV inspection of this row can be deployed through this access port to determine if any sediment has accumulated in the inlet row.
- B. If the CULTEC bed is not equipped with an inspection port, then access to the inlet row will be through an upstream manhole or the CULTEC StormFilter.
 1. **Manhole Access**
This inspection should only be carried out by persons trained in confined space entry and sewer inspection services. After the manhole cover has been removed a gas detector must be lowered into the manhole to ensure that there are not high concentrations of toxic gases present. The inspector should be lowered into the manhole with the proper safety equipment as per OSHA requirements. The inspector may be able to observe sediment from this location. If this is not possible, the inspector will need to deploy a CCTV robot to permit viewing of the sediment.

For more information, contact CULTEC at (203) 775-4416 or visit www.cultec.com.

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 **Operations and Maintenance Guidelines**

2. StormFilter Access

Remove the manhole cover to allow access to the unit. Typically a 30-inch (750 mm) pipe is used as a riser from the StormFilter to the surface. As in the case with manhole access, this access point requires a technician trained in confined space entry with proper gas detection equipment. This individual must be equipped with the proper safety equipment for entry into the StormFilter. The technician will be lowered onto the StormFilter unit. The hatch on the unit must be removed. Inside the unit are two filters which may be removed according to StormFilter maintenance guidelines. Once these filters are removed the inspector can enter the StormFilter unit to launch the CCTV camera robot.

- C. The inlet row of the CULTEC system is placed on a polyethylene liner to prevent scouring of the washed stone beneath this row. This also facilitates the flushing of this row with high pressure water through a culvert cleaning nozzle. The nozzle is deployed through a manhole or the StormFilter and extended to the end of the row. The water is turned on and the inlet row is back-flushed into the manhole or StormFilter. This water is to be removed from the manhole or StormFilter using a vacuum truck.

III. Maintenance Guidelines

The following guidelines shall be adhered to for the operation and maintenance of the CULTEC stormwater management system:

- A. The owner shall keep a maintenance log which shall include details of any events which would have an effect on the system's operational capacity.
- B. The operation and maintenance procedure shall be reviewed periodically and changed to meet site conditions.
- C. Maintenance of the stormwater management system shall be performed by qualified workers and shall follow applicable occupational health and safety requirements.
- D. Debris removed from the stormwater management system shall be disposed of in accordance with applicable laws and regulations.

IV. Suggested Maintenance Schedules

A. Minor Maintenance

The following suggested schedule shall be followed for routine maintenance during the regular operation of the stormwater system:

Frequency	Action
Monthly in first year	Check inlets and outlets for clogging and remove any debris, as required.
Spring and Fall	Check inlets and outlets for clogging and remove any debris, as required.
One year after commissioning and every third year following	Check inlets and outlets for clogging and remove any debris, as required.

B. Major Maintenance

The following suggested maintenance schedule shall be followed to maintain the performance of the CULTEC stormwater management chambers. Additional work may be necessary due to insufficient performance and other issues that might be found during the inspection of the stormwater management chambers. (See table on next page)



	Frequency	Action
Inlets and Outlets	Every 3 years	<ul style="list-style-type: none"> Obtain documentation that the Inlets, outlets and vents have been cleaned and will function as intended.
	Spring and Fall	<ul style="list-style-type: none"> Check inlet and outlets for clogging and remove any debris as required.
CULTEC Stormwater Chambers	2 years after commissioning	<ul style="list-style-type: none"> Inspect the interior of the stormwater management chambers through inspection port for deficiencies using CCTV or comparable technique. Obtain documentation that the stormwater management chambers and feed connectors will function as anticipated.
	9 years after commissioning every 9 years following	<ul style="list-style-type: none"> Clean stormwater management chambers and feed connectors of any debris. Inspect the interior of the stormwater management structures for deficiencies using CCTV or comparable technique. Obtain documentation that the stormwater management chambers and feed connectors have been cleaned and will function as intended.
	45 years after commissioning	<ul style="list-style-type: none"> Clean stormwater management chambers and feed connectors of any debris. Determine the remaining life expectancy of the stormwater management chambers and recommended schedule and actions to rehabilitate the stormwater management chambers as required. Inspect the interior of the stormwater management chambers for deficiencies using CCTV or comparable technique. Replace or restore the stormwater management chambers in accordance with the schedule determined at the 45-year inspection. Attain the appropriate approvals as required. Establish a new operation and maintenance schedule.
Surrounding Site	Monthly in 1 st year	<ul style="list-style-type: none"> Check for depressions in areas over and surrounding the stormwater management system.
	Spring and Fall	<ul style="list-style-type: none"> Check for depressions in areas over and surrounding the stormwater management system.
	Yearly	<ul style="list-style-type: none"> Confirm that no unauthorized modifications have been performed to the site.

For additional information concerning the maintenance of CULTEC Subsurface Stormwater Management Chambers, please contact CULTEC, Inc. at 1-800-428-5832.

For more information, contact CULTEC at (203) 775-4416 or visit www.cultec.com.

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Operations and Maintenance Guidelines

WQMP Operation & Maintenance (O&M) Plan

Project Name: _____

Prepared for:

Project Name: _____

Address: _____

City, State Zip: _____

Prepared on:

Date: _____



This O&M Plan describes the designated responsible party for implementation of this WQMP, including: operation and maintenance of all the structural BMP(s), conducting the training/educational program and duties, and any other necessary activities. The O&M Plan includes detailed inspection and maintenance requirements for all structural BMPs, including copies of any maintenance contract agreements, manufacturer's maintenance requirements, permits, etc.

8.1.1 Project Information

Project name	
Address	
City, State Zip	
Site size	
List of structural BMPs, number of each	
Other notes	

8.1.2 Responsible Party

The responsible party for implementation of this WQMP is:

Name of Person or HOA Property Manager	
Address	
City, State Zip	
Phone number	
24-Hour Emergency Contact number	
Email	

8.1.3 Record Keeping

Parties responsible for the O&M plan shall retain records for at least 5 years.

All training and educational activities and BMP operation and maintenance shall be documented to verify compliance with this O&M Plan. A sample Training Log and Inspection and Maintenance Log are included in this document.

8.1.4 Electronic Data Submittal

This document along with the Site Plan and Attachments shall be provided in PDF format. AutoCAD files and/or GIS coordinates of BMPs shall also be submitted to the City.

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Operations and Maintenance Guidelines

Appendix ____

BMP SITE PLAN

Site plan is preferred on minimum 11" by 17" colored sheets, as long as legible.



BMP OPERATION & MAINTENANCE LOG

Project Name: _____

Today's Date: _____

Name of Person Performing Activity (Printed): _____

Signature: _____

BMP Name (As Shown in O&M Plan)	Brief Description of Implementation, Maintenance, and Inspection Activity Performed



Operations and Maintenance Guidelines

Minor Maintenance

Frequency		Action
Monthly in first year		Check inlets and outlets for clogging and remove any debris, as required.
		Notes
<input type="checkbox"/> Month 1	Date:	
<input type="checkbox"/> Month 2	Date:	
<input type="checkbox"/> Month 3	Date:	
<input type="checkbox"/> Month 4	Date:	
<input type="checkbox"/> Month 5	Date:	
<input type="checkbox"/> Month 6	Date:	
<input type="checkbox"/> Month 7	Date:	
<input type="checkbox"/> Month 8	Date:	
<input type="checkbox"/> Month 9	Date:	
<input type="checkbox"/> Month 10	Date:	
<input type="checkbox"/> Month 11	Date:	
<input type="checkbox"/> Month 12	Date:	
Spring and Fall		Check inlets and outlets for clogging and remove any debris, as required.
		Notes
<input type="checkbox"/> Spring	Date:	
<input type="checkbox"/> Fall	Date:	
<input type="checkbox"/> Spring	Date:	
<input type="checkbox"/> Fall	Date:	
<input type="checkbox"/> Spring	Date:	
<input type="checkbox"/> Fall	Date:	
<input type="checkbox"/> Spring	Date:	
<input type="checkbox"/> Fall	Date:	
<input type="checkbox"/> Spring	Date:	
<input type="checkbox"/> Fall	Date:	
<input type="checkbox"/> Spring	Date:	
<input type="checkbox"/> Fall	Date:	
One year after commissioning and every third year following		Check inlets and outlets for clogging and remove any debris, as required.
		Notes
<input type="checkbox"/> Year 1	Date:	
<input type="checkbox"/> Year 4	Date:	
<input type="checkbox"/> Year 7	Date:	
<input type="checkbox"/> Year 10	Date:	
<input type="checkbox"/> Year 13	Date:	
<input type="checkbox"/> Year 16	Date:	
<input type="checkbox"/> Year 19	Date:	
<input type="checkbox"/> Year 22	Date:	



Major Maintenance

Frequency		Action
Inlets and Outlets	Every 3 years	
	Obtain documentation that the inlets, outlets and vents have been cleaned and will function as intended.	
	Notes	
	<input type="checkbox"/> Year 1	Date:
	<input type="checkbox"/> Year 4	Date:
	<input type="checkbox"/> Year 7	Date:
	<input type="checkbox"/> Year 10	Date:
	<input type="checkbox"/> Year 13	Date:
	<input type="checkbox"/> Year 16	Date:
	<input type="checkbox"/> Year 19	Date:
	<input type="checkbox"/> Year 22	Date:
	Spring and Fall	
	Check inlet and outlets for clogging and remove any debris, as required.	
	Notes	
	<input type="checkbox"/> Spring	Date:
<input type="checkbox"/> Fall	Date:	
<input type="checkbox"/> Spring	Date:	
<input type="checkbox"/> Fall	Date:	
<input type="checkbox"/> Spring	Date:	
<input type="checkbox"/> Fall	Date:	
<input type="checkbox"/> Spring	Date:	
<input type="checkbox"/> Fall	Date:	
<input type="checkbox"/> Spring	Date:	
<input type="checkbox"/> Fall	Date:	
CULTEC Stormwater Chambers	2 years after commissioning	
	<input type="checkbox"/> Inspect the interior of the stormwater management chambers through inspection port for deficiencies using CCTV or comparable technique. <input type="checkbox"/> Obtain documentation that the stormwater management chambers and feed connectors will function as anticipated.	
Notes		
<input type="checkbox"/> Year 2	Date:	

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Operations and Maintenance Guidelines

Major Maintenance

Frequency		Action
9 years after commissioning every 9 years following		<input type="checkbox"/> Clean stormwater management chambers and feed connectors of any debris. <input type="checkbox"/> Inspect the interior of the stormwater management structures for deficiencies using CCTV or comparable technique. <input type="checkbox"/> Obtain documentation that the stormwater management chambers and feed connectors have been cleaned and will function as intended.
Notes		
<input type="checkbox"/> Year 9	Date:	
<input type="checkbox"/> Year 18	Date:	
<input type="checkbox"/> Year 27	Date:	
<input type="checkbox"/> Year 36	Date:	
45 years after commissioning		<input type="checkbox"/> Clean stormwater management chambers and feed connectors of any debris. <input type="checkbox"/> Determine the remaining life expectancy of the stormwater management chambers and recommended schedule and actions to rehabilitate the stormwater management chambers as required. <input type="checkbox"/> Inspect the interior of the stormwater management chambers for deficiencies using CCTV or comparable technique. <input type="checkbox"/> Replace or restore the stormwater management chambers in accordance with the schedule determined at the 45-year inspection. <input type="checkbox"/> Attain the appropriate approvals as required. <input type="checkbox"/> Establish a new operation and maintenance schedule.
Notes		
<input type="checkbox"/> Year 45	Date:	

CULTEC Stormwater Chambers



Major Maintenance

Frequency		Action	
Surrounding Site	Monthly in 1st year		
	<input type="checkbox"/> Check for depressions in areas over and surrounding the stormwater management system.		
	Notes		
	<input type="checkbox"/> Month 1	Date:	
	<input type="checkbox"/> Month 2	Date:	
	<input type="checkbox"/> Month 3	Date:	
	<input type="checkbox"/> Month 4	Date:	
	<input type="checkbox"/> Month 5	Date:	
	<input type="checkbox"/> Month 6	Date:	
	<input type="checkbox"/> Month 7	Date:	
	<input type="checkbox"/> Month 8	Date:	
	<input type="checkbox"/> Month 9	Date:	
	<input type="checkbox"/> Month 10	Date:	
	<input type="checkbox"/> Month 11	Date:	
	<input type="checkbox"/> Month 12	Date:	
	Spring and Fall		
	<input type="checkbox"/> Check for depressions in areas over and surrounding the stormwater management system.		
	Notes		
	<input type="checkbox"/> Spring	Date:	
	<input type="checkbox"/> Fall	Date:	
	<input type="checkbox"/> Spring	Date:	
	<input type="checkbox"/> Fall	Date:	
	<input type="checkbox"/> Spring	Date:	
	<input type="checkbox"/> Fall	Date:	
	<input type="checkbox"/> Spring	Date:	
	<input type="checkbox"/> Fall	Date:	
	<input type="checkbox"/> Spring	Date:	
	<input type="checkbox"/> Fall	Date:	
	<input type="checkbox"/> Spring	Date:	
	<input type="checkbox"/> Fall	Date:	
	Yearly		
	<input type="checkbox"/> Confirm that no unauthorized modifications have been performed to the site.		
	Notes		
<input type="checkbox"/> Year 1	Date:		
<input type="checkbox"/> Year 2	Date:		
<input type="checkbox"/> Year 3	Date:		
<input type="checkbox"/> Year 4	Date:		
<input type="checkbox"/> Year 5	Date:		
<input type="checkbox"/> Year 6	Date:		
<input type="checkbox"/> Year 7	Date:		

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CULG008 05-17

CULTEC SEPARATOR™ ROW

WATER QUALITY SYSTEM



OPERATION & MAINTENANCE GUIDE

FOR CULTEC STORMWATER MANAGEMENT SYSTEMS



STORMWATER MANAGEMENT SOLUTIONS



CULTEC



CULTEC SEPARATOR™ ROW OPERATION & MAINTENANCE GUIDE

Published by

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Doc ID: CLT043 02-22
Feb 2022



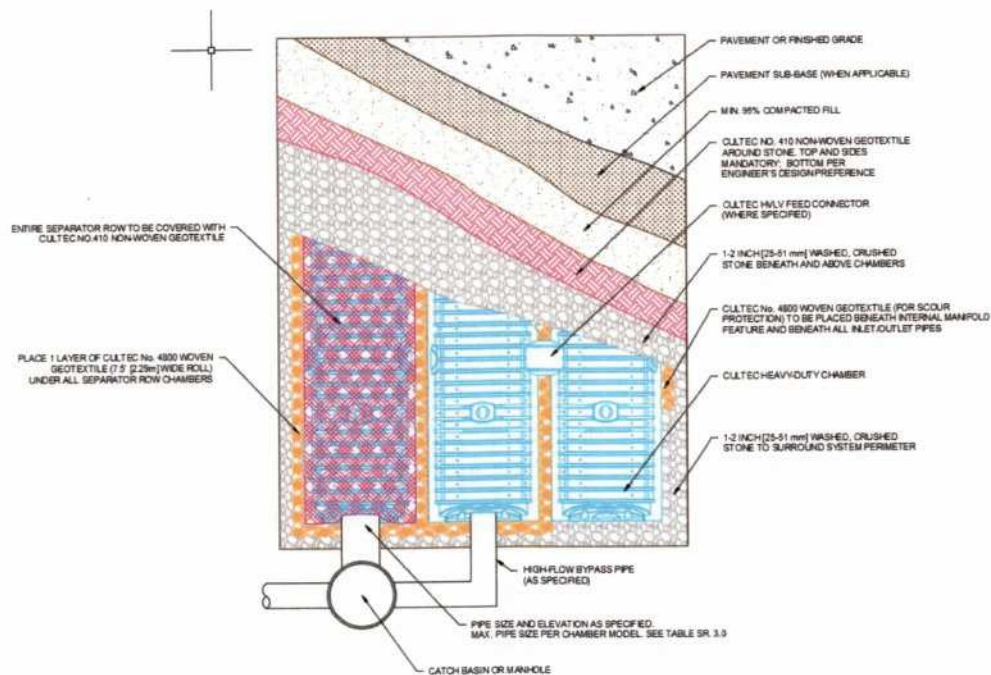
Introduction

CULTEC's Separator™ Row is an inexpensive means of removing Total Suspended Solids from the CULTEC chamber system, as well as providing easier access for inspection and maintenance. The Separator Row is designed to capture the First Flush of a rain event and is typically included as part of the "Treatment Train" for water quality.

The CULTEC Separator Row is a row of CULTEC Contactor or Recharger Chambers that are surrounded on all sides by filter fabric. One layer of CULTEC No. 4800™ Woven Geotextile are placed between the clean foundation stone and the chamber feet. The chambers are then completely wrapped with CULTEC No. 410™ non-woven geotextile. This configuration is designed to trap any sediment and/or debris that may pass through the upstream water-quality structures and into the chamber system.

A manhole is typically located adjacent to the separator row for ease of inspection and maintenance. This manhole is placed upstream of the system and can include a high-flow bypass pipe to pass peak-flows onto adjacent rows of chambers. The upstream manhole is designed with a sump to trap heavier sediment and allow for proper cleaning of the Separator Row. A JetVac process with a high pressure water nozzle is introduced down the Separator Row via the access manhole to clean all sediment and debris from the Separator Row. Captured pollutants are flushed into the sumped access manhole for vacuuming, and the process is repeated until the Separator Row is completely free of sediment and debris.

The Separator Row performance has been tested and verified to the protocols and procedures as defined by Environmental Technology Verification (ETV) Canada to achieve 80% TSS removal.



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CULTEC SEPARATOR™ ROW OPERATION & MAINTENANCE GUIDE

Design

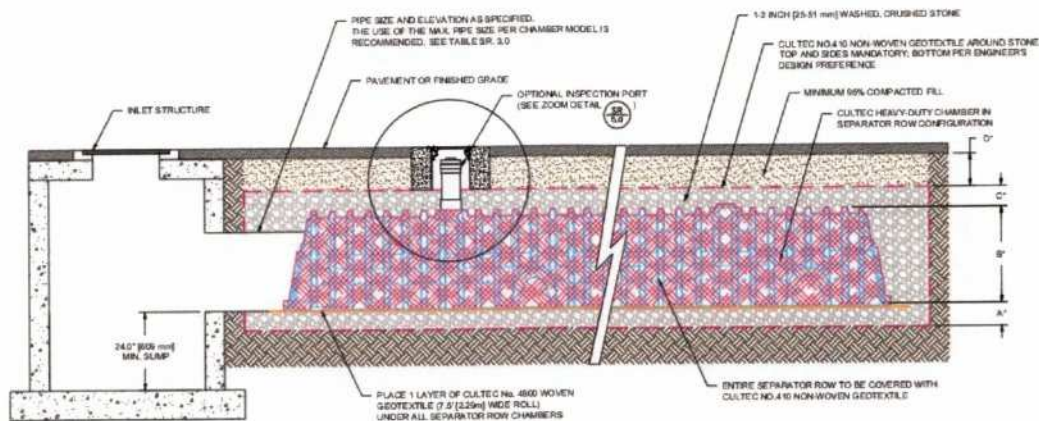
There is no single design to achieve a high level of water quality. The CULTEC Separator Row should be designed as part of an overall best management practices water quality system. Pre-treatment devices such as sump catch basins, inlet baffles and proprietary oil-grit separators and filter systems can all be incorporated upstream of the CULTEC Separator Row. Sumped access/diversion manholes should be installed directly upstream of the Separator Row.

The following is a list of recommended design practices to ensure proper maintenance for the life of the system:

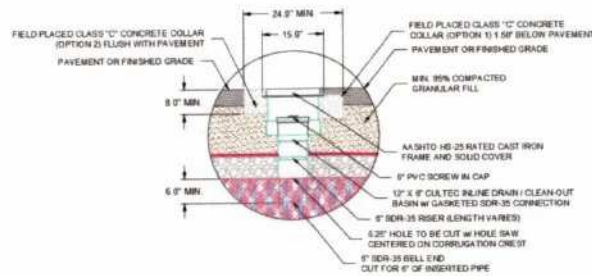
- Install summed access/diversion manholes, including a minimum 24" (600 mm) sump, directly upstream of the Separator Row.

- Include a high-flow bypass pipe to divert peak flows that exceed the capacity of the Separator Row to adjacent rows.
- Connect the access manhole to the Separator Row with the largest diameter pipe allowable based on the CULTEC chamber model used.
- Maintain a minimum distance between the access manhole and the Separator Row to promote efficient maintenance.
- Include at least one inspection port per Separator Row for periodic inspection.

Note: Typical JetVac maintenance reels have a maximum of 400 feet (121.9 m) of available hose. Consider this when designing the length of the CULTEC Separator Rows.



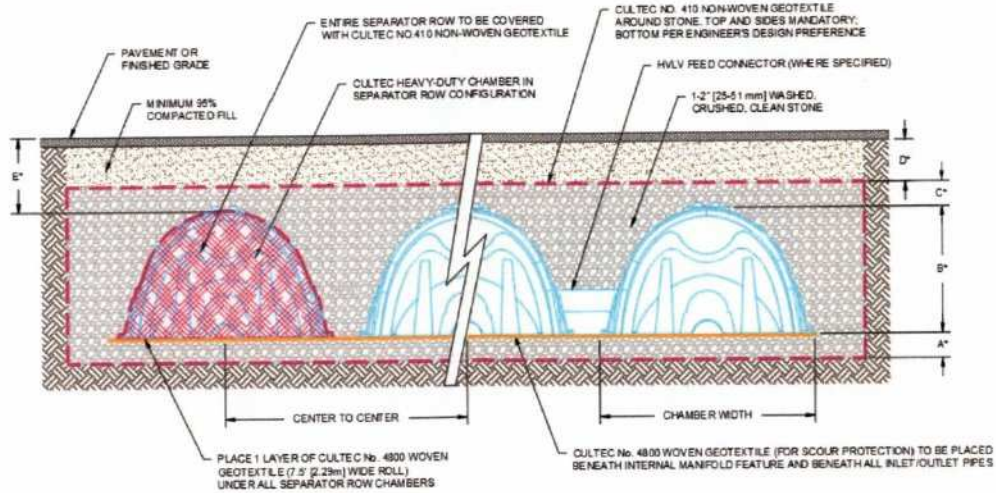
*SEE SR 3.0 - CROSS SECTION TABLE REFERENCE



4

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*SEE SR 3.0 - CROSS SECTION TABLE REFERENCE

Table SR 3.0

Description	Contactorr 100HD	Recharger 150XLHD	Recharger 280HD	Recharger 330XLHD	Recharger 360HD	Recharger 902HD
A Min. depth of stone base	6" 152 mm	6" 152 mm	6" 152 mm	6" 152 mm	6" 152 mm	9" 229 mm
B Chamber height	12.5" 318 mm	18.5" 470 mm	26.5" 673 mm	30.5" 775 mm	36" 914 mm	48" 1219 mm
C Min. depth of stone required above units for traffic applications	6" 152 mm	6" 152 mm	6" 152 mm	6" 152 mm	6" 152 mm	12" 305 mm
D Min. depth required of 95% compacted fill for paved traffic application	8" 203 mm	8" 203 mm	8" 203 mm	10" 254 mm	12" 305 mm	12" 305 mm
E Max. depth of cover allowed above crown of chamber	12' 3.65 m	12' 3.65 m	12' 3.65 m	12' 3.65 m	12' 3.65 m	8.5' 2.59 m
Max. allowable pipe size into chamber end wall/end cap	10" 250 mm	12" 300 mm	18" 450 mm	24" 600 mm	24" 600 mm	24" 600 mm

For more information, contact CULTEC at (203) 775-4416 or visit www.cultec.com.

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CULTEC SEPARATOR™ ROW OPERATION & MAINTENANCE GUIDE

Inspection and Maintenance

CULTEC recommends inspection of the Separator Row to be performed every six months for the first year of service. Future inspection frequency can be adjusted based upon previous inspection observations. However annual inspections are recommended. Inspection of the Separator Row can be achieved via an inspection port riser installed during construction. This inspection port riser will connect the top of the Separator Row chambers to finished grade with a removable lid. Alternatively the Separator Row may be inspected via the manhole(s) located at the end(s) of the Separator Row. However this method of inspection requires confined space entry. If entry into the manhole is required, all local and OSHA rules for confined space entries must be strictly followed.

To inspect:

- Remove the inspection port lid from the floor box frame.

- Remove the riser pipe cap.
- With a flashlight and stadia rod, measure the depth of sediment.
- Record results in a maintenance log.
- When depth of sediment exceeds 3" (76 mm), use the JetVac procedure described below.

The JetVac process utilizes a high pressure water nozzle controlled from the surface. The high pressure nozzle is introduced down the Separator Row via the access manhole(s). The high pressure water cleans all sediment and debris from the Separator Row as the nozzle is retrieved. Captured pollutants are flushed into the sumped access manhole for vacuuming. This process is repeated until the Separator Row is completely free of sediment and debris. A small diameter culvert cleaning nozzle is recommended for this procedure.



High pressure water nozzle



Cleaning Separator Row and pipes with high pressure water nozzle



SEPARATOR ROW: Separator Row prior to cleaning



ADJACENT ROW: When the Separator Row is working properly, the adjacent rows will not show signs of sediment.

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For more information, contact CULTEC at (203) 775-4416 or visit www.cultec.com.

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RETENTION • DETENTION • INFILTRATION • WATER QUALITY

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Inspection and Maintenance Record

Date	Mode of Access	Frequency	Depth of Sediment	Actions	Expenses	Inspector	Notes
Ex.	Inspection Port	Semi-annually	2"	Measure sediment depth with stadia rod. Visually inspect	\$100	DPG	Depth of Sediment was measured via Northeast Inspection Port Adjacent to MH-1. Sediment depth was found to be 2". No further action required at this time.
Ex.	Access Manhole	Annually					

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Exhibit F

[Approved Signs]

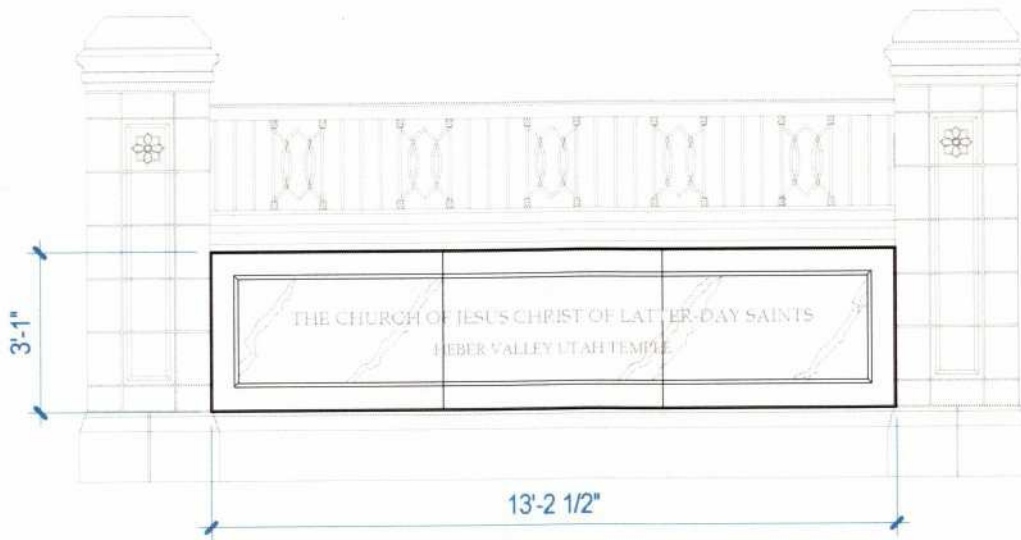
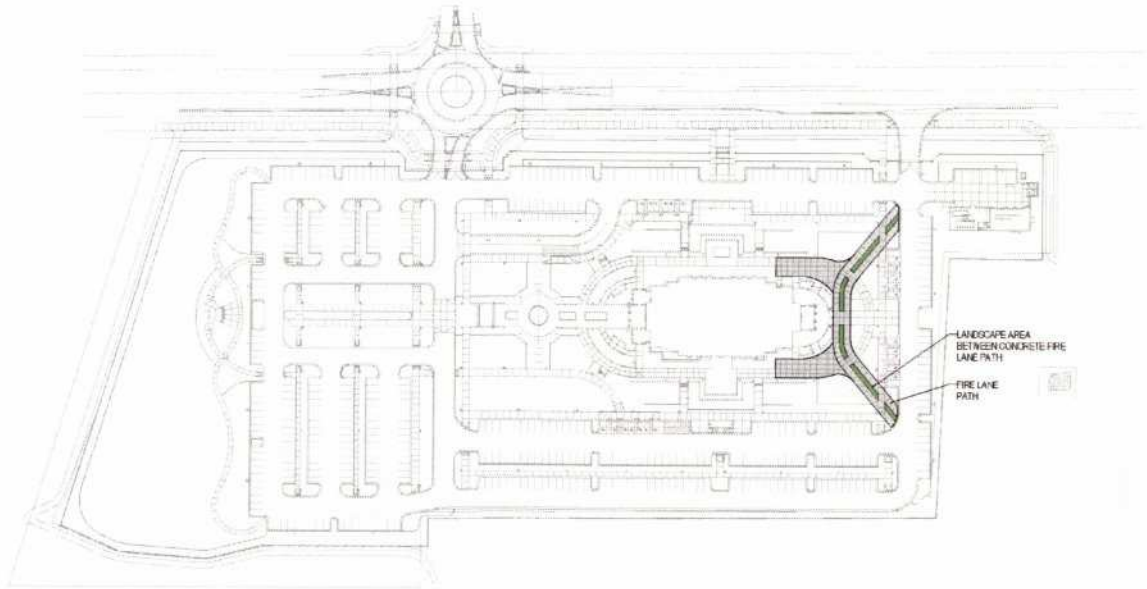


Exhibit G

[Fire Access]



Referendum Petition: Ordinance 23-16: Enacting the Adoption of a Development Agreement for the Heber Valley, Utah Temple Project

For office use only	Registered Voter's Printed Name (must be legible to be counted)	Signature of Registered Voter	Date Signed
	Street Address, City Zip Code	Email Address (optional, to receive additional information)	Birth Date or Age (Optional)
By signing this referendum petition, you are stating that you have read and understand the law that this referendum petition seeks to overturn.			

For office use only	Registered Voter's Printed Name (must be legible to be counted)	Signature of Registered Voter	Date Signed
	Street Address, City Zip Code	Email Address (optional, to receive additional information)	Birth Date or Age (Optional)
By signing this referendum petition, you are stating that you have read and understand the law that this referendum petition seeks to overturn.			

Warning: It is a class A misdemeanor for an individual to sign a referendum petition with a name other than the individual's own name, or to knowingly sign the individual's name more than once for the same referendum petition, or to sign a referendum petition when the individual knows that the individual is not a registered voter.

Birth date or age information is not required, but it may be used to verify your identity with voter registration records. If you choose not to provide it, your signature may not be verified as a valid signature if you change your address before petition signatures are verified or if the information you provide does not match your voter registration records.

VERIFICATION of SIGNATURE COLLECTOR

State of Utah, County of Wasatch

I, _____ of _____, hereby state that, under penalty of perjury, that

I am a resident of Utah and am at least 18 years old;

All the names that appear in this referendum packet were signed by individuals who professed to be the individuals whose names appear in it, and each of the individuals signed the individual's name on it in my presence;

I did not knowingly make a misrepresentation of fact concerning the law this petition seeks to overturn;

I believe that each individual has printed and signed the individual's name and written the individual's post office address and residence correctly, that each signer has read and understands the law that the referendum seeks to overturn, and that each signer is registered to vote in Utah.

Each individual who signed the packet wrote the correct date of signature next to the individual's name.

I have not paid or given anything of value to any individual who signed this petition to encourage that individual to sign it.

_____ Signature	_____ Address, City, State, Zip Code
_____ Printed Name	_____ Date
_____ Phone Number	