

SUBDIVISION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
(STONE CREEK - PHASE 4)

THIS AGREEMENT is entered into this 7<sup>th</sup> day of June, 2018, by and between Heber City (the "City") and DM Marketing (the "Developer").

WHEREAS, the Developer has proposed a plat for a 34 lot subdivision, Stone Creek ("Phase 4"), in the Planned Community Zone in Heber City, located at approximately 1300 East and 700 North, Heber City, Utah, and described in Exhibit A;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Development shall comply with the approved Master Plan and Master Plan Agreement, in regard to total number of units, density, general configuration, phasing, open space requirements and uses, and improvements, and shall develop the property pursuant to these provisions as well as all other agreements, provisions or requirements associated but not in conflict with this Agreement and Development. The approved master plan for Stone Creek consists of 60 Acres, 125 residential units, and minimum of 30% total open space, pursuant to the PC Zone Amendment, Section 18.61.090 D.8. The 125 unit calculation derives from an allowable density of 2 units per acre, or 120 units total, plus 5 permitted bonus lots pursuant to Section 18.61.020 E.3.
2. Developer shall, upon Council Final Approval and prior to beginning construction or recording a plat for Phase 4, whichever occurs first, transfer in a form acceptable to the City, all required year round diversion water rights necessary for development.
3. Developer shall construct improvements consisting of all utilities, curbs, sidewalks, pavements, landscaping, lighting, signage, etc. as required and consistent with Heber City's Code and Standards.
4. All storm drainage facilities within and serving the development shall be private and maintained by the (Stone Creek Home Owner's Association) SCHOA, including swales, ponds, berms, pipes, manholes, street inlet boxes, etc. Said facilities shall comply with all state and federal storm water rules and regulations.
5. City shall operate and maintain all irrigation, culinary water, and sewer facilities within the private development, up to and including the water meter vaults, irrigation boxes, and sewer cleanouts on the road right of way line serving each lot per City Standards and Code.
6. City shall have unrestricted easements and the right of travel along all city utilities for operation, maintenance, and replacement of said utilities. The City shall not be liable for any damages to private structures resulting from lack of maintenance or plowing of private streets which would prohibit City's timely repair of damaged utilities. The City agrees that all repair work will conform to city standards including street repairs. The Developer and SCHOA agree not to charge the City a fee for access, maintenance, and repair of said utilities, such as a road cut fee.
7. Developer and SCHOA will prohibit structures, fencing, and grade changes along or across all utility easements without written City approval. Lots 107 and 116, shall include 20-foot sewer easements dedicated to the City with language, noted on the plat, acceptable to the City, describing the restrictions on these easements.

8. Developer and SCHOA shall disclose to prospective purchasers and include on each recorded plat the following soils information. "A geotechnical report for the subdivision is available in the Heber City Planning Office. This report provides recommendations for construction to address specific soils in the area. Builders are advised to review this report and follow those recommendations, and to consult with a geotechnical engineer if soil conditions are different than described in the report.
9. Development shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the Phase ~~X~~ subdivision plat and implement approved measures prior to project acceptance by the City.<sup>4</sup>
10. Landscaping of open space within each phase of the development shall be constructed as shown on the landscaping improvement plans, including top soil, ground cover, irrigation systems, and trees. Landscaping of the open space shall be completed for each phase by the developer prior to issuing more than 50 percent of the building permits for said phase.
11. SCHOA shall maintain its designated trails within the subdivision, and have the right to make its trail system open for public use at its discretion.
12. If agreed to by Red Ledges, primary access during construction of the subdivision shall be through the Red Ledges Bypass road at 580 North on the east side of the subdivision, with secondary access through the 675 North and 900 North entrances. Developer shall inform contractors and subcontractors of the construction access locations, and place appropriate construction access signs at these entrances; a construction access prohibited sign shall be placed at the north end of 1300 East.
13. Infrastructure improvement costs shall be paid by, and be the sole responsibility of, the Developer, their assigns, transferees or successors as owners or developers except as outlined above.
14. Developer shall execute a performance agreement prior to beginning construction, and provide a cash bond or letter of credit acceptable to the City to guarantee completion of the City's public improvements prior to recording the plat.
15. Developer shall dedicate to the City the 66-foot Connector Bypass Road right of way described by the Easement and Right of Way Agreement, recorded March 2, 2007, prior to beginning construction.
16. This agreement shall not be enforceable by 3rd parties.
17. Upon the full and complete performance of all of the terms and conditions of this Agreement by the Developer, their assigns, transferees or successors, and upon the City's approval of the improvements and acceptance of the subdivision as complete, which shall not be unreasonably withheld, the City agrees to take over and assume responsibility for those areas shown on the recorded subdivision plat as dedicated to the public and begin issuing building permits. The Developer agrees to construct and the City agrees to maintain such public improvements without assessment for the construction of the improvements as set out in the plans and specifications. Nothing contained herein shall be construed in any way to render the City liable for any charges, costs, or debts for material, labor, or other expenses incurred in the initial making of these public



EXHIBIT A: LEGAL DESCRIPTION

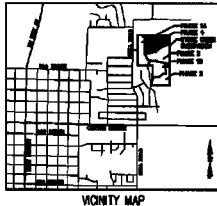
BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 0°02'25" EAST 2170.84 FEET ALONG A SECTION LINE AND EAST 334.02 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

THENCE NORTH 75°38'17" EAST 387.89 FEET; THENCE EAST 125.13 FEET;  
 THENCE NORTH 40°00'17" EAST 135.53 FEET; THENCE NORTH 50°47'43" EAST 130.94 FEET;  
 THENCE NORTH 69°01'08" EAST 288.94 FEET; THENCE SOUTH 02°54'21" WEST 72.45 FEET;  
 THENCE SOUTH 87°05'39" EAST 50.00 FEET; THENCE NORTH 89°58'43" EAST 150.73 FEET;  
 THENCE ALONG THE ARC OF A 2333.74 FOOT RADIUS CURVE 90.54 FEET TO THE LEFT (CURVE HAS A CENTRAL ANGLE OF 02°13'22" AND A CHORD BEARING NORTH 08°13'50" EAST 90.53 FEET); THENCE NORTH 09°20'32" EAST 80.62 FEET;  
 THENCE ALONG THE ARC OF A 283.71 FOOT RADIUS CURVE 458.35 FEET TO THE LEFT (CURVE HAS A CENTRAL ANGLE OF 89°08'58" AND A CHORD BEARING NORTH 39°54'04" WEST 401.50 FEET);  
 THENCE SOUTH 89°59'16" WEST 905.17 FEET;  
 THENCE SOUTH 00°02'00" EAST 172.25 FEET;  
 THENCE SOUTH 05°46'07" EAST 50.00 FEET;  
 THENCE SOUTH 03°08'08" EAST 482.87 FEET;  
 THENCE SOUTH 02°36'38" EAST 84.55 FEET TO THE POINT OF BEGINNING.

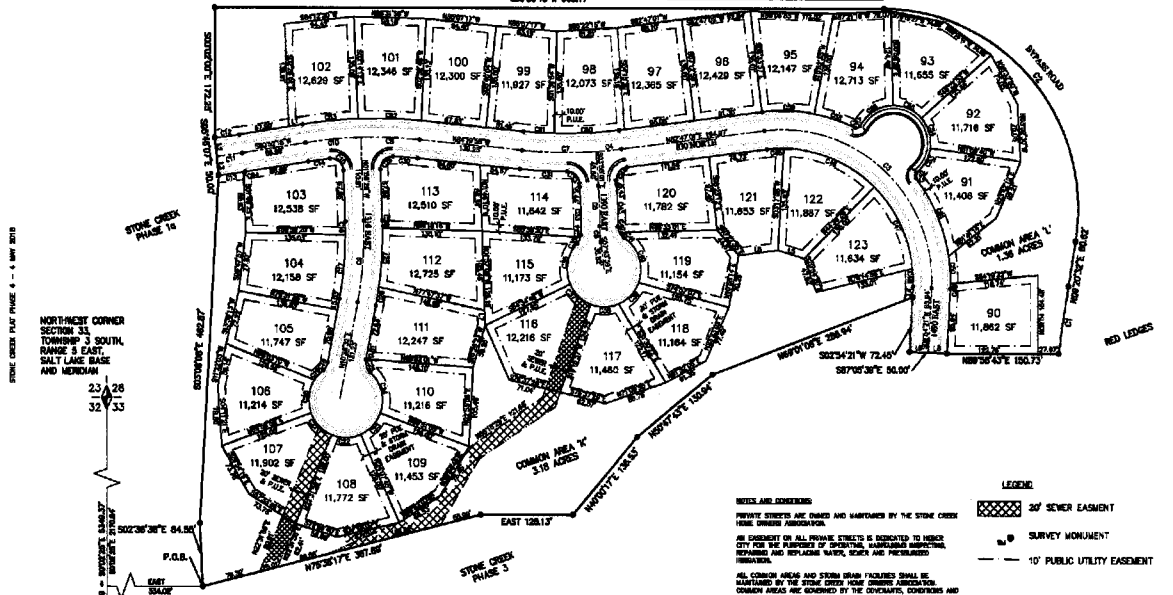
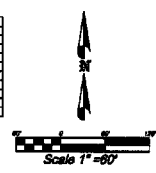
CONTAINING: 15.08 ACRES

Parcel Serial Number: OHE-1988-0-033-035



OWNER	ADDRESS	AREA	PERCENTAGE	DATE	REMARKS
...	...	...	...	...	...

...	...
...	...



NORTHWEST CORNER SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

SOUTHWEST CORNER SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN

ADDRESS TABLE

LOT	ADDRESS	LOT	ADDRESS
90	3000 NORTH 1800 EAST	101	3000 EAST 870 NORTH
91	3000 NORTH 1800 EAST	102	3000 EAST 870 NORTH
92	3000 NORTH 1800 EAST	103	3000 EAST 870 NORTH
93	3000 NORTH 1800 EAST	104	3000 EAST 870 NORTH
94	3000 NORTH 1800 EAST	105	3000 EAST 870 NORTH
95	3000 NORTH 1800 EAST	106	3000 EAST 870 NORTH
96	3000 NORTH 1800 EAST	107	3000 EAST 870 NORTH
97	3000 NORTH 1800 EAST	108	3000 EAST 870 NORTH
98	3000 NORTH 1800 EAST	109	3000 EAST 870 NORTH
99	3000 NORTH 1800 EAST	110	3000 EAST 870 NORTH
100	3000 NORTH 1800 EAST	111	3000 EAST 870 NORTH
101	3000 NORTH 1800 EAST	112	3000 EAST 870 NORTH
102	3000 NORTH 1800 EAST	113	3000 EAST 870 NORTH
103	3000 NORTH 1800 EAST	114	3000 EAST 870 NORTH
104	3000 NORTH 1800 EAST	115	3000 EAST 870 NORTH
105	3000 NORTH 1800 EAST	116	3000 EAST 870 NORTH
106	3000 NORTH 1800 EAST	117	3000 EAST 870 NORTH
107	3000 NORTH 1800 EAST	118	3000 EAST 870 NORTH
108	3000 NORTH 1800 EAST	119	3000 EAST 870 NORTH
109	3000 NORTH 1800 EAST	120	3000 EAST 870 NORTH
110	3000 NORTH 1800 EAST	121	3000 EAST 870 NORTH
111	3000 NORTH 1800 EAST	122	3000 EAST 870 NORTH
112	3000 NORTH 1800 EAST	123	3000 EAST 870 NORTH
113	3000 NORTH 1800 EAST		
114	3000 NORTH 1800 EAST		
115	3000 NORTH 1800 EAST		
116	3000 NORTH 1800 EAST		
117	3000 NORTH 1800 EAST		
118	3000 NORTH 1800 EAST		
119	3000 NORTH 1800 EAST		
120	3000 NORTH 1800 EAST		
121	3000 NORTH 1800 EAST		
122	3000 NORTH 1800 EAST		
123	3000 NORTH 1800 EAST		

NEEDS AND ACKNOWLEDGMENTS

PROPERTY TAXES ARE CHARGED AND PAID BY THE HOME OWNERS TO THE CITY OF WASHINGTON FOR THE PURPOSES OF SPENDING, MAINTAINING, IMPROVING, REPAIRING AND REPLACING WATER, SEWER AND MECHANICAL SERVICES.

AN EASEMENT OF ALL PRIVATE STREETS IS GRANTED TO THE CITY OF WASHINGTON FOR THE PURPOSES OF SPENDING, MAINTAINING, IMPROVING, REPAIRING AND REPLACING WATER, SEWER AND MECHANICAL SERVICES.

ALL COMMON AREAS AND STORM DRAIN FACILITIES SHALL BE MAINTAINED BY THE HOME OWNERS AND THE CITY OF WASHINGTON FOR THE PURPOSES OF SPENDING, MAINTAINING, IMPROVING, REPAIRING AND REPLACING WATER, SEWER AND MECHANICAL SERVICES.

LOT OWNERS SHALL COMPLY WITH THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE STONE CREEK HOME OWNERS ASSOCIATION.

USE OF THE PRIVATE ROADS WITHIN STONE CREEK IS LIMITED TO LOT OWNERS, THEIR GUESTS AND INVITED PERSONS EXCEPT FOR THE CITY OF WASHINGTON COUNTY PUBLIC WORKS (TRAFFIC COLLAPSED) AND PUBLIC UTILITY COMPANIES. THE STONE CREEK HOME OWNERS ASSOCIATION RESERVES THE RIGHT TO CONTROL THE USE OF PRIVATE ROADS WITHIN THE DEVELOPMENT.

COMMON AREA LOTS 1, 2 & 3 ARE DESIGNATED AS STORM DRAIN CATCHMENTS TO THE HOA.

A GEOGRAPHICAL REPORT FOR THE SUBDIVISION IS AVAILABLE IN THE CITY OF WASHINGTON COUNTY PLANNING DEPARTMENT. THE REPORT PROVIDES INFORMATION REGARDING THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE AREA. BUILDINGS ARE ADDED TO THE SUBDIVISION AND THE GEOGRAPHICAL ENGINEER IS NOTIFIED BY THE REPORT.

COUNTY RECORDER

COUNTY SURVEYOR'S CERTIFICATE

APPROVED AS TO FORM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NO. \_\_\_\_\_

COUNTY SURVEYOR