

SUBDIVISION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
  
(Turner Mill Master Plat)

THIS SUBDIVISION AGREEMENT AND COVENANT RUNNING WITH THE LAND (“Agreement”) is entered into this 26<sup>th</sup> day of August, 2020 by and between Heber City, hereinafter referred to as “City” and Wadsworth dbUrban Heber, LLC, a Utah limited liability company, as “Developer”.

WHEREAS, the Developer/petitioner has proposed the Turner Mill Master Plat Subdivision (“Plat”) for a mix used development project located at land commonly known as “Turner Mill” (“Project”);

WHEREAS, among other items, the Plat identifies major road corridors and subdivides the Project into larger parcels for future subdivisions, roads, and development, but does not create any single-use lots or parcels that, through the Plat alone, may receive a building permit without further City approval.

WHEREAS, the City finds a development agreement is needed to clarify and ensure the subdivision approval requirements are met.

NOW, THEREFORE, the parties hereby agree as follows:

1. Developer shall comply with all terms and conditions outlined in City Ordinance No. 2018-49, for the Turner Mill property zone change approved August 6, 2019.
2. With respect to Exhibit A (the Plat), the Developer shall dedicate through a special warranty deed, at no cost to the City, Parcels A and C for the 1500 South Road improvements, within ten (10) business days after becoming fee simple owner of the same. City agrees to accept said dedication as the Developer’s total prorated contribution required toward the construction cost of said initial road being constructed by City. City improvements shall, at City’s cost, include all road drainage, asphalt, curb/gutter, and sidewalk for improvements within the dedicated right-of-way. Property owners having frontage adjacent to the right-of-way shall be responsible for any landscape improvements or future road modifications along their frontage and within the right-of-way at the time their properties develop.
3. Developer agrees to dedicate through a special warranty deed, at no cost to the City, sufficient property of the Project, or an easement at City reasonable discretion and in consultation with Developer, but in each instance a form agreed to by the City and Developer, for a future 10-foot wide public trail along the Master Plat US40 frontage.
4. City agrees to allow Developer to count the first five (5) feet in width of the Project’s development frontage (located within and on the south side of Parcel C, as identified on the Plat), toward the overall development open space requirements for the Project, which total square footage Developer estimates to be approximately 7,559.45 sq. ft. (1,511.89 ft. in length x 5 feet in width) . Any open space requirement of Developer with respect to the Project may be satisfied by

Developer on any phase, or on multiple phases, of the Project's development, so long as such open space area is only counted one time at the Project.

5. Developer agrees to design and construct a replacement City sewer line from Daniel Road to Industrial Parkway (CIP S-042), in connection with the development of the land situated in the first phase of the Plat. Upon completion and acceptance of the sewer line, which such acceptance shall not be unreasonably withheld, conditioned or delayed, City agrees to reimburse Developer for said costs. Reimbursement will be based on actual invoices paid by Developer for the work and submitted to City. Developer will solicit three bids from qualified contractors to install the sewer line and provide copies of said bids to the City for review. Within ten (10) days of its receipt of the bids from Developer, City may, at its option, elect to retain a City contractor to complete the sewer line work, if deemed in the City's best interest and such work will not unreasonably delay Developer's development of the land situated in the first phase of the development based on Developer's development schedule for such phase.
6. Developer shall underground all existing utilities along their Daniel Road frontage and internal existing utilities, provided said utilities may be undergrounded at the time of Developer's development of the ~~second and/or third~~ adjacent phases of the Project that are owned in fee-simple by the Developer.
7. Approval of subsequent subdivisions, subdivision phases, or road dedications within the land identified in the Plat shall be subject to and follow all Heber City codes and approval processes.
8. In the event there is a failure to perform under this Agreement by a Party and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party and, in addition, such costs and expenses as are incurred in enforcing this Agreement.
9. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing approved by the parties.
10. Time is of the essence of this Agreement. In case any party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement following notice by a party to the non-performing party requesting a cure of such failure, and which cure is not effected within thirty (30) days thereof, the other party or parties may pursue any and all remedies available in equity, at law, and/or pursuant to the terms of this Agreement.
11. This Agreement shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year this agreement was first above written.

DATED this 26<sup>th</sup> day of August, 2020.

HEBER CITY:

By: Kelleen Potter  
Kelleen Potter, Mayor

ATTEST:

Irma W Leake  
Heber City Recorder



OWNER:

Wadsworth dbUrban Heber, LLC, a  
Utah limited liability company

By: Wadsworth Heber, LLC, a  
Utah limited liability company  
Its: Manager

By: Wadsworth & Sons II, LLC, a  
Utah limited liability company  
Its: Manager

By: [Signature]  
Title: \_\_\_\_\_

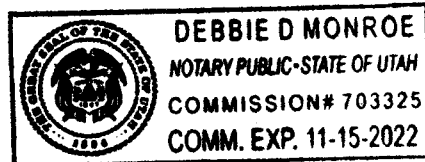
STATE OF UTAH )

:ss.

COUNTY OF Salt Lake )

On this 26 day of August, 2020, personally appeared before me as a representative of the above named Owner, who duly acknowledged to me that he is a representative of the Owner and executed the same as such.

Debbie D Monroe  
NOTARY PUBLIC





**EXHIBIT B: LEGAL DESCRIPTION**

**Parcel Number(s):**  
**???**

**Boundary Description**

Beginning at a point on the Easterly Right-of-Way Line of Daniels Road, said point being North 89°51'14" East 38.57 feet from the West Quarter Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian; and running

thence North 00°01'45" West 676.29 feet along said Easterly Right-of-Way Line;  
thence North 00°04'31" West 275.33 feet along said Easterly Right-of-Way Line;  
thence South 89°26'55" East 1,008.25 feet;  
thence North 57°01'05" East 369.75 feet;  
thence South 89°26'55" East 143.18 feet to a point on the Southerly Right-of-Way Line of Highway 40;  
thence South 37°59'20" East 139.01 feet along said Southerly Right-of-Way Line;  
thence South 25°35'15" West 208.26 feet;  
thence South 38°35'31" East 213.84 feet;  
thence North 53°06'40" East 29.75 feet;  
thence South 67°45'37" East 49.38 feet;  
thence North 52°00'42" East 130.00 feet to a point on the Southerly Right-of-Way Line of Highway 40;  
thence South 37°59'20" East 253.52 feet Southerly Right-of-Way Line to the Northwesterly Boundary Line of the Lake Creek Ranch

Development Corporation Property;

thence South 57°51'29" West 291.08 feet along said Northwesterly Boundary Line;  
thence South 55°27'32" West 467.07 feet along said Northwesterly Boundary Line;  
thence South 00°06'31" West 133.69 feet along said Northwesterly Boundary Line to the Northerly Boundary Line of the Greenfield

Townhomes Subdivision;

thence South 89°51'14" West 1,286.37 feet along said Northerly Boundary Line and the Northerly Boundary Line of Heber landing Subdivision to the point of beginning.

Contains 1,550,797 Square Feet or 35.601 Acres