

Ent 321886 Bk 943 Pg 118-127  
Date: 19-JUN-2007 2:52PM  
Fee: None Filed By: JP  
ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: HEBER CITY

RED LEDGES PLANNED COMMUNITY  
MASTER PLAN AGREEMENT

THIS AGREEMENT is entered into this 24<sup>th</sup> day of April, 2007, by and between Heber City and Red Ledges, LLC, the undersigned as "Owners."

WHEREAS, the Owners desire to develop their property within the incorporated areas of Heber City, and that Heber City annex the hereinafter described property into the City under its PC zoning; and

WHEREAS, the Heber City Code requires that the Parties enter into a Planned Community Development Agreement for such developments within the PC Zone; and

WHEREAS, the City is willing to enter into such an agreement upon certain conditions and subject to certain covenants;

NOW, THEREFORE, the parties hereby agree as follows:

The "Red Ledges Master Plan" shall be approved by Heber City and be construed with, made a part of this Agreement and be binding upon the Parties and their assigns and successors in interest.

In addition to said Master Plan and the provisions therewith, the following shall constitute the terms and conditions between Red Ledges, LLC. ("Developer") and Heber City ("City") for the Red Ledges Planned Community Development Agreement ("Development Agreement") as required per Section 18.61.060.001.E. of the PC Zone.

1. Area Description. The Red Ledges Development ("Red Ledges") is located as shown on Exhibit A. The legal description for Red Ledges is also attached as Exhibit A.
2. Compliance With Master Plan. Red Ledges shall comply with the Master Plan Application Package (the "Master Plan") attached and incorporated as part of this Agreement hereto as Exhibit B in regard to, but not limited to, the total number of units, density, general configuration, open space uses, and improvements and is hereby approved to develop the property generally consistent with the Master Plan.
3. Compliance With Annexation Agreement. Developer shall comply with all requirements of the Red Ledges Annexation Agreement approved on March 15, 2007 and recorded with the Wasatch County Recorder on June 15, 2007.

4. Developer Obligations. In addition to the requirements of the Red Ledges Annexation Agreement and the Red Ledges Master Plan, Developer agrees to comply with the following requirements for Red Ledges; however, Developer reserves the right to change the order in which major amenities, i.e. golf clubhouse, tennis center, equestrian center, will be built. The Developer does commit to build one of each of these amenities in phases two, three & four.
- a. Phased Infrastructure Requirements.
- i. The following improvements will commence with Phase 1 of Red Ledges:
    1. Lake Creek Drive from the western property boundary to the main entrance into Red Ledges.
    2. The Red Ledges Golf Course.
  - ii. The following improvements will commence with Phase 2 of Red Ledges:
    1. Construction of the Golf Course Clubhouse.
  - iii. The following improvements will commence with Phase 3 of Red Ledges:
    1. Construction of the Tennis Center amenities.
    2. Relocation of the water transmission lines from the McNaughtan Tank to Lake Creek Road and dedication of easements acceptable to the City which are necessary for access to and maintenance of the tank and related utility lines.
    3. Master public trail located adjacent to the western boundary of the Red Ledges Community Park running along the western boundary of the Bypass Road.
  - iv. The following improvements will commence with Phase 4 of Red Ledges:
    1. Lake Creek Drive from the main entrance into Red Ledges to the eastern property boundary.
    2. Construct a public trail along the Lake Creek Road corridor.
    3. Development of the Public Equestrian Facility and related trailheads and trails located along the eastern boundary of the project, in areas associated with Phase 4.
    4. Master public trails located within areas associated with Phase 4.

- v. The following improvements will commence with Phase 5 of Red Ledges:
  - 1. Master public trails located within areas associated with Phase 5.
  - 2. Red Ledges Community Park irrigation and landscape improvements per the Conceptual Community Park Exhibit in the Master Plan.
  
- vi. The following improvements will commence with Phase 6 of Red Ledges:
  - 1. Master public trails located within areas associated with Phase 6.
  
- vii. The following improvements will commence with Phase 7 of Red Ledges:
  - 1. Master public trails located within areas associated with Phase 7.
  
- b. Public Dedications. Developer agrees to provide the following public dedications with the appropriate final plats for Red Ledges.
  - i. Access and maintenance easements will be provided along the canal facilities located in Red Ledges as required by Heber City and the Wasatch Irrigation Company.
  
  - ii. Access and maintenance easements will be provided to the existing water tank in favor of Heber City. Developer will be responsible for the relocation of the all necessary water lines from the McNaughtan tank to Lake Creek Road.
  
- c. Affordable Housing Plan. Developer shall comply with the affordable housing program approved by the Planning Commission and City Council for Red Ledges ("Affordable Housing Plan"). The Affordable Housing Plan shall be carried out as submitted in the Master Plan Package submitted by Red Ledges.
  
- 5. Modifications to the Master Plan. In order to ensure flexibility with the market fluctuations and demands of product and amenities, the City will allow for changes to the approved master plan with respect to product types and amenities at the Preliminary or Final Plan stages, provided that the modifications are consistent with the overall nature of the project and any additional impacts to City services are mitigated.

6. Red Ledges Street Standards. In compliance with Section 18.61 for Planned Community (PC) Zone, the street standards specific to Red Ledges will conform to the design standards outlined in the "Red Ledges Roadway Standards and Road Cross Sections" attached as Exhibit \_\_\_\_\_ hereto, and as set forth in the Interlocal Agreement, and be consistent with applicable provisions of the Red Ledges Master Plan. Also to be defined in the street standards are maximum lengths for cul-de-sacs and any emergency access routes appropriate to ensure safety associated with the roadways.
7. Homeowners Association. Developer shall create a homeowners association (the "Association") which will have the following responsibilities:
  - a. Enforcement of the Red Ledges Covenants, Conditions, and Restrictions (the "CC&Rs"), including the Red Ledges Design Guidelines.
  - b. Establishment of an Architectural Review Committee which shall review all home designs for compliance with the Red Ledges Design Guidelines.
  - c. Perpetual maintenance of all open space and other facilities deeded to the Association as identified on the final plats for Red Ledges ("Common Area").
  - d. Collection of assessments from Owners within Red Ledges for maintenance of the Common Area.
  - e. The CC&Rs, Bylaws, and Articles of Incorporation for the Association shall be recorded with the Red Ledges Phase 1 final plat.
8. This Agreement shall in no way limit the City from imposing further conditions and provisions in a future Subdivision Agreement, appropriate for such an agreement and consistent with the requirements of the Master Plan and this Development Agreement.
9. This Agreement shall be a covenant running with the land, and shall inure to the benefit of and be binding upon the Parties and their assigns and successors in interest. In the event Developer assigns this Agreement to any third party or successor in ownership, Developer shall be obligated to disclose and notify in writing the requirements of this Agreement to the assignee and to notify the City in writing of said assignment.

- 10. In the event there is a Failure to Perform under this Agreement 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.
- 11. 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, 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.

DATED this 3 day of May, 2007.

HEBER CITY:

By: *David Phillips*  
David Phillips, Mayor



*Faulette Thurber*  
Faulette Thurber, Heber City Recorder



**EXHIBIT A**

A PARCEL OF LAND LOCATED IN SECTIONS 27, 28, 33 AND 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 34, THENCE NORTH  $89^{\circ}27'47''$  WEST, 1321.61 FEET; THENCE SOUTH  $00^{\circ}12'04''$  EAST, 1331.49 FEET; THENCE SOUTH  $89^{\circ}47'21''$  EAST, 565.58 FEET TO A CORNER OF A FENCE; THENCE ALONG SAID FENCE THE FOLLOWING FIVE COURSES AND DISTANCES: COURSE 1: SOUTH  $42^{\circ}42'11''$  EAST, 85.28 FEET; COURSE 2: SOUTH  $39^{\circ}09'02''$  WEST, 551.03 FEET; COURSE 3: SOUTH  $42^{\circ}22'49''$  EAST, 108.58 FEET; COURSE 4: SOUTH  $34^{\circ}57'40''$  WEST, 629.21 FEET; COURSE 5: SOUTH  $27^{\circ}28'30''$  WEST, 52.51 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CENTER STREET; THENCE ALONG LAST SAID LINE RUN THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES: COURSE 1: SOUTH  $82^{\circ}29'18''$  WEST, 236.90 FEET; COURSE 2: NORTH  $89^{\circ}43'51''$  WEST, 273.61; COURSE 3: SOUTH  $89^{\circ}40'28''$  WEST, 159.18 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; COURSE 4: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 798.74 FEET, AN ARC DISTANCE OF 65.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $85^{\circ}56'53''$  WEST, 65.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 5: NORTH  $89^{\circ}59'30''$  WEST, 47.73 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE 6: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1392.51 FEET, AN ARC DISTANCE OF 528.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $75^{\circ}37'30''$  WEST, 525.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 7: NORTH  $66^{\circ}57'16''$  WEST, 8.05 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE 8: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1125.00 FEET, AN ARC DISTANCE OF 392.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH  $76^{\circ}57'33''$  WEST, 390.90 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 9: NORTH  $86^{\circ}57'51''$  WEST, 479.23 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; COURSE 10: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 282.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $81^{\circ}27'38''$  WEST, 280.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 11: SOUTH  $69^{\circ}53'06''$  WEST, 724.11 FEET TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; COURSE 12: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1396.93 FEET, AN ARC DISTANCE OF 493.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH  $79^{\circ}58'49''$  WEST, 490.80 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE 13: NORTH  $89^{\circ}55'27''$  WEST, 699.41 FEET TO THE EASTERLY AND NORTHERLY BOUNDARY OF THE RED LEDGES BOUNDARY PLAT, BY: WILDING

ENGINEERING, INC.; COURSE 14: SOUTH 00°37'53" WEST 3.09 FEET; COURSE 15: SOUTH 89°50'25" WEST, 1242.62 FEET TO THE WATER TANK PARCEL, THENCE ALONG SAID PARCEL THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE 1: NORTH 00°38'18" WEST, 610.28 FEET; COURSE 2: NORTH 33°22'32" EAST, 628.59 FEET TO A 100.0 FOOT RADIUS NON TANGENT CURVE; COURSE 3: ALONG THE ARC OF A 100.0 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CENTER BEARS NORTH 27°37'50" EAST, THROUGH A CENTRAL ANGLE OF 348°31'28" AND ARC DISTANCE OF 608.27 FEET; COURSE 4: SOUTH 33°22'32" WEST 634.71 FEET; COURSE 5: SOUTH 00°38'18" EAST 616.31 FEET, RETURNING TO THE NORTH LINE OF CENTER STREET; THENCE ALONG SAID NORTH LINE THE FOLLOWING FOUR (4) COURSE AND DISTANCES: COURSE 1: SOUTH 89°44'42" WEST, 747.65 FEET; COURSE 2: SOUTH 89°58'28" WEST, 588.89 FEET; COURSE 3: SOUTH 89°41'17" WEST, 230.66 FEET; COURSE 4: SOUTH 89°21'43" WEST, 1272.98 FEET TO EASTERLY; THENCE ALONG THE EASTERLY LINE, AND LINE EXTENDED OF THE LDS CENTER STREET CHURCH PROPERTY AS SHOWN ON THAT CERTAIN SURVEY FILED FOR RECORD AS OWC-035-0333-0419, ON OCTOBER 25, 1995, IN THE OFFICES OF WASATCH COUNTY, STATE OF UTAH, THENCE ALONG SAID LDS CHURCH PARCEL THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE 1: NORTH 19°12'05" EAST 112.98 FEET; COURSE 2: NORTH 15°57'05" EAST, 127.91 FEET; COURSE 3: NORTH 32°26'33" EAST, 61.51 FEET; COURSE 4: NORTH 38°29'54" EAST, 105.48 FEET; COURSE 5: NORTH 28°37'50" EAST, 45.34 FEET; COURSE 6: NORTH 12°33'26" EAST, ALONG SAID EASTERLY LINE, AND LINE EXTENDED 27.82 FEET, TO THE SOUTH LINE OF TIMP MEADOWS EAST SUBDIVISION PHASE 2, RECORDED IN BOOK 501, PAGES 686-695, ENTRY NO. 232941; THENCE ALONG SAID TIMP MEADOWS EAST LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE 1: SOUTH 89°16'30" EAST, 0.24 FEET; COURSE 2: NORTH 03°00'11" EAST, 60.22 FEET; COURSE 3: NORTH 07°59'36" WEST, 1026.65 FEET; COURSE 4: NORTH 27°45'20" WEST, 167.54 FEET; COURSE 5: NORTH 64°07'24" WEST, 225.76 FEET, TO THE EASTERLY LINE OF THE TIMP MEADOWS EAST SUBDIVISION PHASE 3, RECORDED IN BOOK 528, PAGES 125-134, ENTRY NO. 238508; THENCE ALONG SAID TIMP MEADOWS EAST SUBDIVISION PHASE 3 EAST LINE NORTH 03°32'37" EAST, 22.23 FEET; THENCE NORTH 89°24'21" EAST 818.35 FEET; THENCE NORTH 00°34'07" WEST 2205.00 FEET TO THE EAST-WEST 40 ACRE LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE NORTH 89°24'37" EAST, ALONG SAID 40 ACRE LINE 441.24 FEET; THENCE SOUTH 00°35'23" EAST 17.60 FEET TO THE CORNER OF AN EXISTING FENCE; THENCE ALONG SAID FENCE NORTH 89°52'01" EAST 1110.58 FEET; THENCE LEAVING SAID FENCE NORTH 00°07'41" EAST 27.45 FEET TO THE TO THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 33; THENCE NORTH 89°14'45" EAST, ALONG THE EAST-WEST 40 ACRE LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, 2.68 FEET, THENCE NORTH 00°08'18" EAST, 336.84 FEET; THENCE SOUTH 89°14'18" WEST, 332.86 FEET TO THE QUARTER SECTION LINE OF SAID SECTION 33; THENCE NORTH 00°07'51" EAST, ALONG LAST SAID LINE, 1000.40 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 00°23'42" WEST, 3982.55 FEET; THENCE NORTH 89°33'40" EAST, 2703.62 FEET TO THE WEST SECTION LINE OF SAID SECTION 27; THENCE NORTH 00°05'54" WEST, 1316.61 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 89°49'35" EAST, ALONG THE NORTH SECTION LINE OF SAID SECTION 27, 5289.47 FEET; THENCE



SOUTH 00°09'19" WEST, ALONG THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 5256.54 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 00°02'56" EAST, ALONG THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 2776.76 FEET BACK TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°00'46" EAST, 131.99 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 33; THENCE SOUTH 00°0'46" EAST, 528.02 FEET; THENCE SOUTH 88°41'25" WEST, 1333.03 FEET; THENCE NORTH 00°05'29" EAST, 536.55 FEET; THENCE NORTH 89°03'22" EAST, 1332.32 FEET BACK TO THE POINT OF BEGINNING.

Commencing at a point that is 662.10 feet North  $00^{\circ}18'46''$  East from the Southeast corner of Section 33, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence South  $89^{\circ}33'45''$  West 345.15 feet; thence South  $00^{\circ}29'18''$  West 680.17 feet to the fence line on the South side of Lake Creek Road; thence South  $89^{\circ}50'03''$  West 1963.17 feet along the fence line on the South of Lake Creek Road; thence North  $89^{\circ}52'32''$  West 424.34 feet along the fence line on the South side of Lake Creek Road; thence South  $89^{\circ}47'32''$  West 1714.51 feet along fence line on South side of Lake Creek Road; thence North  $00^{\circ}11'40''$  West 52.15 feet; thence North  $19^{\circ}11'41''$  East 112.98 feet; thence North  $15^{\circ}56'41''$  East 127.91 feet; thence North  $32^{\circ}26'09''$  East 61.51 feet; thence North  $38^{\circ}29'30''$  East 105.48 feet; thence North  $28^{\circ}37'26''$  East 45.34 feet; thence North  $12^{\circ}33'02''$  East 27.82 feet; thence South  $89^{\circ}16'54''$  East 0.24 feet; thence North  $02^{\circ}59'47''$  East 60.22 feet; thence North  $08^{\circ}00'00''$  West 1026.65 feet; thence North  $27^{\circ}45'44''$  West 167.54 feet; thence North  $64^{\circ}07'48''$  West 225.76 feet; thence North  $03^{\circ}33'41''$  East 894.05 feet to the quarter section line of said Section 33; thence South  $89^{\circ}26'04''$  West 709.94 feet along the quarter section line of Section 33 to the West line of Section 33; thence North  $00^{\circ}01'24''$  East 531.66 feet along the West line of Section 33 to the South line of lot 7 of the Sage Acres Subdivision; thence North  $89^{\circ}19'55''$  East 20.18 feet along the South line of lot 7; thence North  $00^{\circ}40'05''$  West 802.12 feet along the East line of the Sage Acres Subdivision; thence North  $89^{\circ}58'44''$  West 10.50 feet along the North line of lot 1 of Sage Acres Subdivision; thence North  $00^{\circ}01'24''$  East 1.28 feet along the West section line of Section 33 to the North one sixteenth line of said section 33; thence North  $89^{\circ}24'13''$  East 2673.54 feet along the North one sixteenth line of Section 33; thence North  $89^{\circ}13'55''$  East 2666.51 feet along the North one sixteenth line to the East line of Section 33; thence South  $00^{\circ}01'09''$  East 1346.08 feet along the East line of said section 33; thence South  $00^{\circ}18'46''$  West 2051.14 feet along the East line of Section 33 to the point of beginning. Containing: 436.36 acres more or less.