

SUBDIVISION AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND  
(Red Ledges Phase 1P)

THIS AGREEMENT is entered into this 27<sup>TH</sup> day of FEBRUARY, 2014, by and between Heber City (the "City") and Red Ledges Land Development, Inc. (the "Developer").

WHEREAS, the Developer has proposed a plat for a 26 lot subdivision, Red Ledges Phase 1P ("Phase 1P"), in the Planned Community Zone (PC Zone) in Heber City,

NOW, THEREFORE, the Parties hereby agree as follows:

1. The final plat or subdivision shall include easement language, acceptable to the City, permitting 24-hour, non-attended access by the City through the Red Ledges Development for the purpose of accessing the water tank (the "Tank") located within Phase 1P and owned by the City, along with any utilities needed by the City for the Tank. Such access shall be in accord with the existing arrangements made between the City Engineer and the Developer. Developer shall also deed the new "Heber City Tank Parcel" described on the plat to the City.
2. The final plat or subdivision shall include easement language, acceptable to the City, allowing overflow from the Tank to discharge into the private storm drain system located within Red Ledges. The overflow structure shall be shown on the construction improvement plans. Any overflow shall not be in greater amounts than the designed system can absorb and shall not damage the storm drain infrastructure, pond and sump systems and any landscaping around any detention or retention ponds. Developer shall cause Red Ledges Community Association, Inc. (the "HOA") to indemnify the City for any costs or damage caused by the overflow discharge that is caused by the HOA's failure to properly maintain the HOA's existing private storm drain system. Such indemnity shall not impose liability on Developer and shall not extend to or include any other causes of such overflow discharge, including, without limitation, overflow discharge caused by third parties, acts of God, and/or by the City's negligence.
3. At the City's expense, Developer shall install a power and phone service to the tank parcel. Estimated costs will be supplied to the City for approval before installation is to begin.
4. The final construction plans for Phase 1P infrastructure shall show a means of access to the Tank as agreed by both parties.
5. A temporary turnaround shall be provided at the end of Copper Belt Drive. Developer shall provide a 20 foot wide gravel surface on Copper Belt Drive as a temporary fire access road connecting to the street to the north and will maintain year-round emergency access.

6. Any changes or additions to the Tank structure by the City shall be in keeping with the overall ambiance of the Red Ledges development.

7. 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.

8. Developer shall execute a performance and bond agreement as provided by the City as has been executed on previous phases in the development.

9. 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, which shall not be unreasonably withheld, the City agrees to take over and assume responsibility for those areas shown on the recorded subdivision plats as dedicated to the public. The City agrees to maintain such as public works without assessment for the construction of 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 improvements.

10. 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. This Agreement may not be enlarged, modified or altered except in writing approved by the Parties.

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.

12. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for either 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 prevailing party in the controversy shall be entitled to recover its reasonable attorney's fees incurred by such party and, in addition, such reasonable costs and expenses as are incurred in enforcing this Agreement.

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

DATED this 27<sup>th</sup> day of February, 201~~3~~<sup>4</sup>.

HEBER CITY:

By: *Alan W McDonald*  
Alan McDonald, Mayor



ATTEST:

*Michelle Kellogg*  
Heber City Recorder

RED LEDGES LAND DEVELOPMENT, INC., Developer:

By: *Todd R. Cates*  
Todd R. Cates, VP of Red Ledges Land Development, Inc.

STATE OF UTAH            )  
                                          : ss.  
COUNTY OF WASATCH    )

On this 27 day of February, 201~~3~~<sup>4</sup>, personally appeared before me the above named authorized representative of Developer, who duly acknowledged to me that Developer is the owner in fee of the land in Red Ledges Phase 1P and executed the same as such.

*Kelly Rae Cook*  
NOTARY PUBLIC



RED LEDGES COMMUNITY ASSOCIATION, INC., HOA:

By: *Todd R. Cates*  
Todd R. Cates, President of Red Ledges Community Association, Inc.

STATE OF UTAH            )  
                                          : ss.  
COUNTY OF WASATCH    )

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