

DEVELOPMENT AGREEMENT
AND
COVENANT RUNNING WITH THE LAND

(The Springs at Coyote Ridge)

THIS AGREEMENT entered into this 14th day of April, 2021, by and between Heber City, hereinafter referred to as "City" and the undersigned as "Developer".

WHEREAS, the Developer/petitioner has proposed the Springs at Coyote Ridge Subdivision, consisting of 14 Single Family lots and 93 Town Homes and a club house. (the "Project");

WHEREAS, Developer is willing to enter into this Agreement if and when the City approves the Project. This Agreement shall have no force or effect unless and until the City approves the Project.

NOW, THEREFORE, the parties hereby agree as follows:

1. With respect to Exhibit A-1 and A-2 (the approved final subdivision plats of the Project), the Developer shall, prior to beginning any construction and/or recording each subdivision plat, whichever occurs first, transfer to the City all required water rights necessary for development in the form of diversion water rights acceptable to the City.
2. Parcel A, shown on Exhibit A-2, shall be dedicated to the City, coinciding with, and prior to the recordation of the plat. The land within Parcel A shall not be used for construction staging, dumping, or anything which would compromise the spring. The City agrees however, to allow access across the parcel as needed to construct and provide utilities to or near the parcel, provided such access does not compromise the spring or potential future park plans. Any utilities to or through the park shall be limited to the Public Utility Easements along the west, east, and north property lines.
3. The Developer shall pay a fee in lieu of construction of the US 40 trail. The fee in lieu shall be paid prior to construction or recordation of the plat, whichever occurs first. The fee shall be calculated as outlined in the First Addendum to the VXC Annexation. Once fees are paid, the City agrees to construct and maintain the US 40 trail.
4. The Developer shall complete landscaping as shown in the landscape drawings dated 8/18/20 in Exhibit B-1 to B-3. All trails will be dedicated to and available for use by the general public, and maintained by the Home Owners Association (HOA). Any landscaping for the US40 buffer area will be provided to and approved by the City, as outlined in the First Addendum to the VXC Annexation.
5. Developer's fencing requirements.
 - a. All fences shall be of earth tone colors. White colored fencing shall not be permitted, nor approved by the City.
 - b. Fences shall not be allowed in front yards unless decorative and approved by the Homeowners association (HOA).

- c. A 6' privacy fence shall be constructed along the shared property lines with the Lloyd property from the proposed Collector road to the west, including the end of the collector road.
 - d. A 3 rail fence shall be provided on the rear of lots 181-187. Said fencing shall be consistent with Exhibit D and not exceed 4' in height.
 - e. A split rail fence, consistent with the design of the fence in Exhibit D, shall be placed on the side yard of lots 186 and 187, where the properties abut the trail. The height of the fence shall be no taller than 4' in height.
 - f. A 3 rail fence shall be placed along the west boundary of the park, consistent with Exhibit D. Said fencing shall be no taller than 4' in height and include signage providing notice of no entry.
6. Building colors. Developer shall comply with the following; all primary colors of the buildings shall be of earth tones and consist of different color and pattern schemes so as to distinguish buildings.
 7. Developer shall construct a 6' wide lighted trail between Lot #186 and Lot # 187, as shown in Exhibit A-2, providing public access from the single-family homes to the Park. Said lighting shall be pursuant to existing Heber City standards.
 8. Lots within the COSZ Townhome zone are required to have separate water and sewer services from public City lines. Common irrigation services will be allowed to accommodate the HOA in maintaining the landscaping by one entity for all lots, buildings, and common areas within the zone. Should any property or lot (i.e. Lot # 115) be subsequently conveyed to new owners, not a part of the HOA, Property owner shall be responsible for the installation of separate services from the City's public line to serve these lots.
 9. Developer shall ensure that all streets, utilities, and improvements will be constructed to property lines.
 10. Developer shall dedicate all public streets to Heber City and slurry seal per Heber City's Standard Specifications during the warranty period. Developer shall install a temporary asphalt cul-de-sac at the end of 460 East and temporary easement for road widening and cul-de-sac dedicated to the City.
 11. Private alleys shall be owned and maintained by the HOA. Any facilities which collect or convey storm drainage from private property, alleys, or streets shall be private and maintained by the HOA.
 12. Water, sewer, and pressurized irrigation main lines within the development shall be public. Mains located within private alleys and streets shall be within easements acceptable to, and dedicated to the City. Infrastructure shall be designed and installed by Developer in a manner approved by the City that mitigates corrosive soils in the area.
 13. Offsite improvements required to support this development shall be completed by Developer, and operational before the City shall issue any building permits as described below and shown in Exhibit C:

- a. Water and pressurized irrigation improvements in Gilbert Peak Road (Coyote Ridge Phase 3), High Uinta Lane (Coyote Ridge Phase 4), Coyote Lane (Coyote Ridge Phase 1), and the offsite water and PRV connection to Callaway Drive. In lieu of a City reimbursement agreement Developer has arranged by separate agreement to reimburse the Coyote Ridge developer for Coyote Ridge Springs portion of said lines.
 - b. Sewer transmission main on the east side of US40. In lieu of a City reimbursement agreement Developer has arranged by separate agreement to reimburse the Coyote Ridge developer for Coyote Ridge Springs portion of said line.
 - c. Public road access from Gilbert Peak Road (Coyote Ridge Phase 3), High Uinta Lane (Coyote Ridge Phase 4), and Coyote Lane (Coyote Ridge Phase 1). These roads must be substantially complete with underground utilities, asphalt, curb/gutter, and storm drain installed. The right-of-way for these roads shall also be dedicated to the City and required bonding shall be in place.
 - d. Storm water improvements in Gilbert Peak Road (Coyote Ridge Phase 3), Open Space Retention Pond (Coyote Ridge Phase 1), and offsite overflow pipe from the Cove Park pond to the Coyote Ridge Park.
14. Developer will establish, prior to recording plats, a Home Owners Association or other mechanism approved by Heber City, for the following purposes:
- a. Ownership, operation, maintenance, and collection of fees for the continuing maintenance of the common areas including the storm water areas, and all trails and common area landscaping, excepting the trails running immediately adjacent to US40 and the Wasatch Canal which shall be City maintained.
 - b. Ensure all exterior lighting, including single family, is full cut off and dark sky compliant.
 - c. Ensure consistent fencing standards, including the prohibition of white vinyl fences.
 - d. Ensure the details regarding house colors referenced in #7 above are enforced.
 - e. Separate agreements and/or associations may be established for the single family and townhome areas.
15. Developer assumes all liability for any and all damage caused by Developer or its contractors to the ditch, interruption to access of water rights, or any alteration of water quality on the Lloyd property, during construction.
16. Developer agrees to abide by nationally accepted best management practices for Storm water Pollution Prevention and obtain and necessary state or federal permits for such.
17. Developer agrees to only use Coyote Lane for construction access to the project.
18. Developer will provide a copy of their noxious weed control plan approved by the Wasatch County Weed Control Board.
19. All aforementioned improvements shall consist of frontage improvements of curbs, sidewalks, pavements, inlets, planting of trees and placing of monuments, as required and consistent with Heber City Standards or detailed in the Annexation Agreement and subsequent addendums, including but not limited to the City's subdivision improvement requirements, and the requirements noted on approved construction drawings.

20. Said improvement costs will be paid by the Developer, their assigns, transferees or successors as owners or Developers. The Developer shall be obligated to disclose and notify in writing its immediate successors in ownership or Developers of the requirements of this Agreement.
21. Developer shall execute a performance agreement and provide a cash bond or letter of credit guaranteeing the improvements related to each subdivision phase prior to recording the plat for each phase. However, Developer reserves the right, as allowed under Utah law, to construct the improvements first (before recording the subdivision plat), enter into the warranty period, and only bond for the warranty amount.
22. The parties agree that the public improvements will be required at the time of development of each phase, and that no building permits shall be issued thereto without the completion of those public improvements required for each phase and compliance with Section 15.08.020 of the Heber City code.
23. 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 approval of the improvements, the City agrees to take over roads and utilities dedicated to the public, and maintain them as public works and public highways of the City without assessment for the construction of improvements as set out in the plans and specifications. Nothing contained here 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 making of these improvements.
24. 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.
25. This Development Agreement does not amend or change any provision of the prior VXC Annexation Agreement and First Addendum to the VXC Annexation Agreement, and those Agreements remain in full force and effect.
26. This Agreement contains the entire agreement between the parties regarding the subject matter hereof, 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.
27. 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.
28. 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 14th day of April, 2021.

HEBER CITY:

By: Kelleen Potter
Kelleen Potter, Mayor



ATTEST:

Jana Wade
Heber City Recorder

OWNER, Wasatch Back LLC

By: 
Glen Lent

STATE OF UTAH)

: ss.

COUNTY OF WASATCH)

On this 14th day of April, 2021, personally appeared before me the above named Owner, who duly acknowledged to me that he is the owner in fee and executed the same as such


NOTARY PUBLIC



EXHIBIT A-1

THE SPRINGS AT COYOTE RIDGE

PART OF THE SOUTH HALF (S 1/2) OF SECTION 29,
TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN,
HEBER CITY, WASATCH COUNTY, STATE OF UTAH

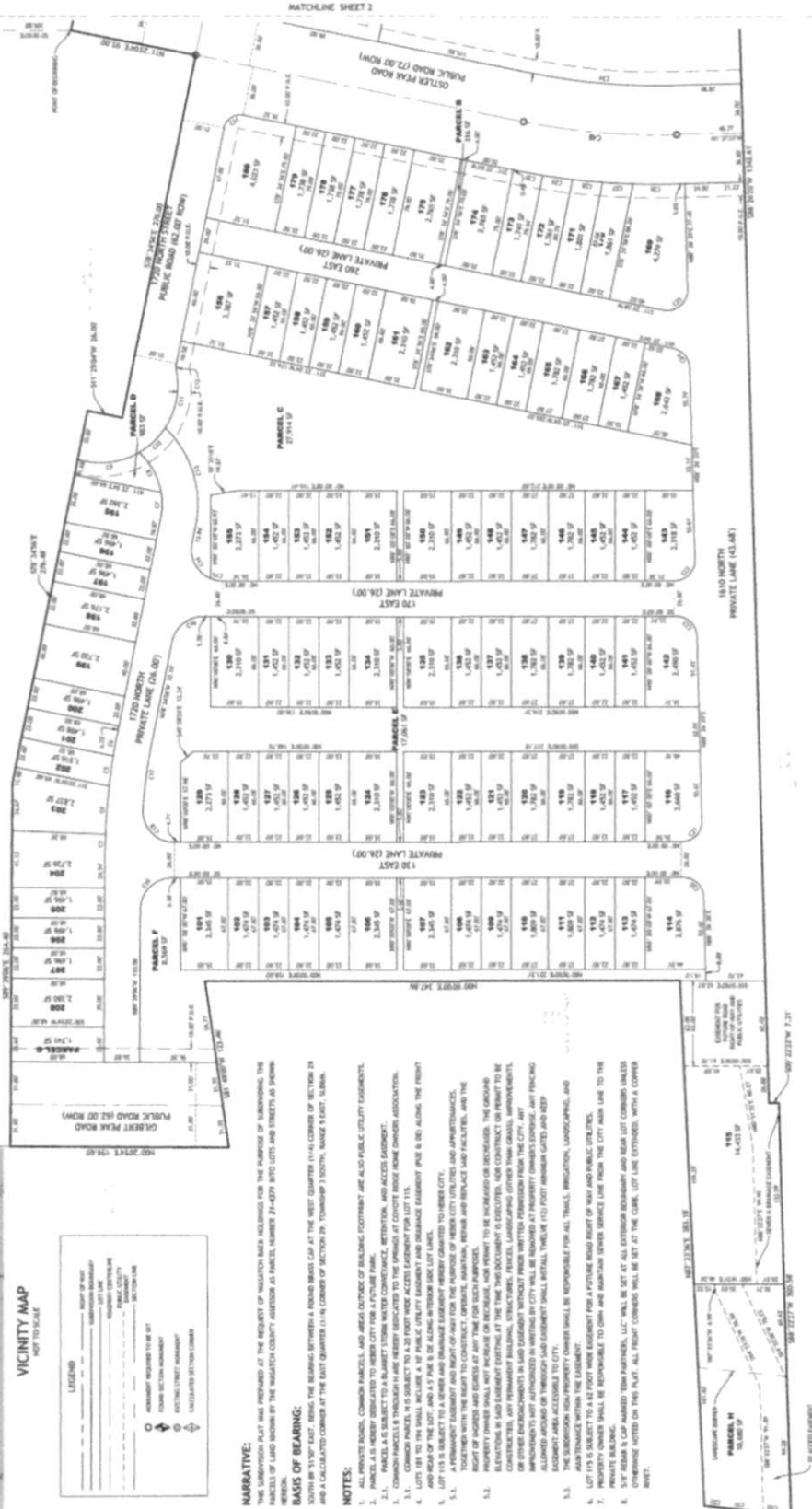
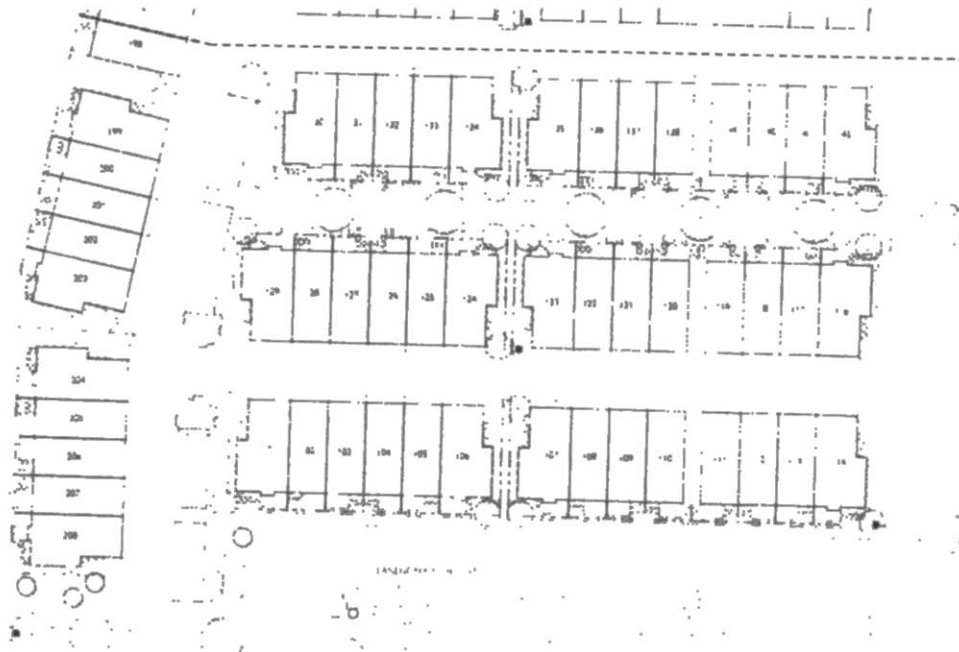


EXHIBIT B-1



Springs at Coyote Ridge
Phase 1, 2008

L101



Springs at Coyote Ridge
Phase 1, 2008

L102

EXHIBIT C

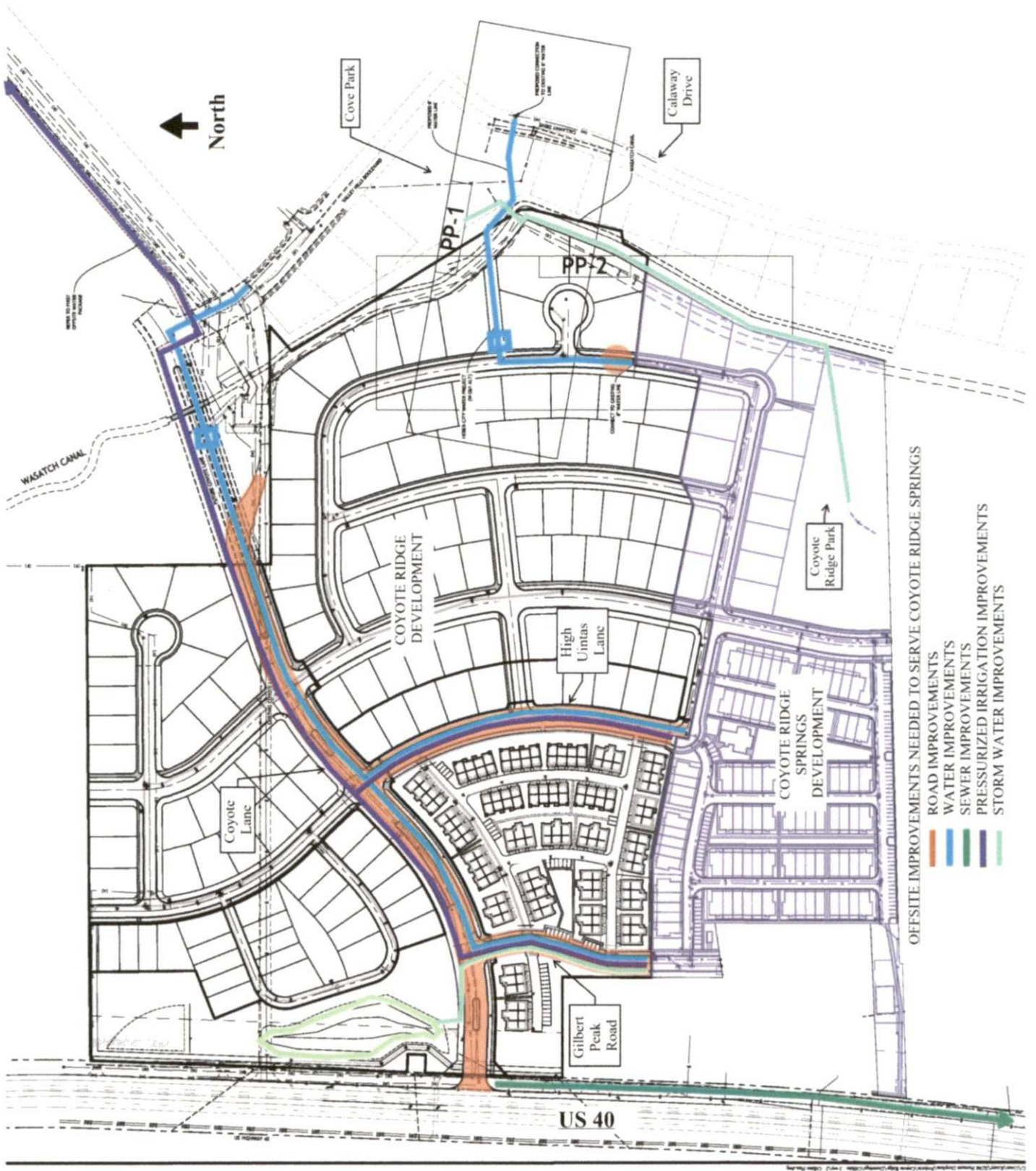


EXHIBIT D



BOUNDARY DESCRIPTION

THAT PORTION OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; HEBER CITY, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89°51'50"E 2545.46 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND S00°00'00"E 309.88 FEET FROM THE WEST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S78°34'56"E 242.00 FEET; THENCE N64°32'52"E 70.00 FEET; THENCE S78°34'56"E 228.00 FEET; THENCE N11°25'04"E 23.69 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1497.00 FEET, A DISTANCE OF 124.23 FEET, A CHORD DIRECTION OF N09°02'25"E AND A CHORD DISTANCE OF 124.19 FEET; THENCE S83°20'13"E 218.15 FEET; THENCE S29°37'57"W 223.75 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 241.46 FEET, A DISTANCE OF 65.40 FEET, A CHORD DIRECTION OF S21°52'24"W AND A CHORD DISTANCE OF 65.20 FEET; THENCE S14°06'52"W 285.83 FEET; THENCE S88°26'20"W 671.49 FEET; THENCE N01°37'33"W 48.73 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET, A DISTANCE OF 120.88 FEET, A CHORD DIRECTION OF N04°53'45"E AND A CHORD DISTANCE OF 120.62 FEET; THENCE N11°25'04"E 201.80 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 12.00 FEET, A DISTANCE OF 18.85 FEET, A CHORD DIRECTION OF N33°34'56"W AND A CHORD DISTANCE OF 16.97 FEET; THENCE N78°34'56"W 175.58 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 5.76 FEET, A CHORD DIRECTION OF N89°34'29"W AND A CHORD DISTANCE OF 5.72 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 56.00 FEET, A DISTANCE OF 42.92 FEET, A CHORD DIRECTION OF N78°36'43"W AND A CHORD DISTANCE OF 41.87 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 76.00 FEET, A DISTANCE OF 77.12 FEET, A CHORD DIRECTION OF S72°20'46"W AND A CHORD DISTANCE OF 73.86 FEET; THENCE N78°34'56"W 13.94 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 23.00 FEET, A DISTANCE OF 40.71 FEET, A CHORD DIRECTION OF S50°42'32"W AND A CHORD DISTANCE OF 35.60 FEET; THENCE N60°47'00"W 29.79 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 23.00 FEET, A DISTANCE OF 31.54 FEET, A CHORD DIRECTION OF N39°17'28"W AND A CHORD DISTANCE OF 29.13 FEET; THENCE N78°34'56"W 72.19 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 435.00 FEET, A DISTANCE OF 50.40 FEET, A CHORD DIRECTION OF N81°54'06"W AND A CHORD DISTANCE OF 50.37 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 23.00 FEET, A DISTANCE OF 38.05 FEET, A CHORD DIRECTION OF S47°23'22"W AND A CHORD DISTANCE OF 33.85 FEET; THENCE N86°19'37"W 26.05 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 23.00 FEET, A DISTANCE OF 35.99 FEET, A CHORD DIRECTION OF N44°49'33"W AND A CHORD DISTANCE OF 32.43 FEET; THENCE N89°39'06"W 110.96 FEET; THENCE S00°20'54"W 56.30 FEET; THENCE S81°49'00"W 62.69 FEET; THENCE N00°20'54"E 159.60 FEET; THENCE S89°39'06"E 264.40 FEET; THENCE S78°34'56"E 276.48 FEET; THENCE S11°25'04"W 26.00 FEET; THENCE S78°34'56"E 270.00 FEET; THENCE N11°25'04"E 93.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.19 ACRES IN AREA, 28 LOTS AND 3 PARCELS

DEVELOPER

WASATCH BACK HOLDINGS

7585 SOUTH UNION PARK AVE., SUITE 200
MIDVALE, UT 84047



BOUNDARY DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; HEBER CITY, WASATCH COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89° 51'50"E 2204.48 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29 AND S00° 00'00"E 403.42 FEET FROM THE WEST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 76.00 FEET, A DISTANCE OF 57.15 FEET, A CHORD DIRECTION OF N64° 49'04"E AND A CHORD DISTANCE OF 55.82 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, A DISTANCE OF 42.92 FEET, A CHORD DIRECTION OF S78° 36'43"E AND A CHORD DISTANCE OF 41.87 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 5.76 FEET, A CHORD DIRECTION OF S89° 34'29"E AND A CHORD DISTANCE OF 5.72 FEET; THENCE S78° 34'56"E 175.58 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 12.00 FEET, A DISTANCE OF 18.85 FEET, A CHORD DIRECTION OF S33° 34'56"E AND A CHORD DISTANCE OF 16.97 FEET; THENCE S11° 25'04"W 201.80 FEET; ; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 531.00 FEET, A DISTANCE OF 120.88 FEET, A CHORD DIRECTION OF S04° 53'45"W AND A CHORD DISTANCE OF 120.62 FEET; THENCE S01° 37'33"E 48.73 FEET; THENCE S88° 26'20"W 134.97 FEET; THENCE N01° 33'40"W 43.68 FEET; THENCE S88° 26'20"W 88.93 FEET; THENCE N00° 00'00"E 333.41 FEET; THENCE N09° 33'18"W 29.59 FEET TO THE POINT OF BEGINNING

CONTAINS 2.18 ACRES IN AREA, 25 LOTS AND 2 PARCELS