

**SUBDIVISION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND**

(Heber Meadows North)

THIS AGREEMENT entered into this 20th day of July, 2020 by and between Heber City, hereinafter referred to as "City" and the undersigned as "Developer".

WHEREAS, the Developer/Petitioner has proposed the Heber Meadows North Subdivision, consisting of 47 single family lots, 6 duplex lots, and a commercial lot (Parcel A);

WHEREAS, unique circumstances warrant an agreement between the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. With respect to Exhibit A (the approved final subdivision plat), the Developer shall, prior to beginning any construction and/or recording a 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. Developer, or current lot owners after plat recordation, shall deposit with the City funds to cover the additional water assessment costs incurred by the City for vacant lots which have had water rights transferred to the City for subdivisions using "Supplemental" water rights such as Timpanogos Class D.
2. Developer will establish a Home Owner's Association (HOA) and record appropriate documents with the final plat to establish an HOA for all repair, the maintenance, snow removal, etc. of common areas, storm drain areas, public trail areas, and enforcement of HOA regulations.
3. Developer will dedicate an Open Space / Emergency Access Lot to City for a utility and trail corridor and for emergency access between 2680 South and 2740 South. Trail and landscaping in this area will be approved by City and installed by Developer. Ongoing repair and maintenance of the trail and landscaping shall be the responsibility of the subdivision HOA. No changes will be made to this area without written approval from City.
4. Developer will grant City a permanent easement and right-of-way over the Retention Basin / Common Area Lot located on the west side of 920 East for accessing, operating, maintaining, and replacing public utilities, and retention of storm water runoff. Any landscaping or hardscaping in this area by HOA shall be approved by City and installed by Developer. Ongoing repair and maintenance of the landscaping and hardscaping shall be the responsibility of the subdivision HOA. No changes or improvements shall be made to this area without written approval from City.
5. Developer will dedicate to City the Mill Road realigned right-of-way and adjacent east Retention Basin area. The City shall be responsible for ongoing operation, repair, and maintenance of this Retention Basin.
6. Developer will install an 8-foot Privacy wall, approved by the City, between Commercial Parcel A and residential Lots 10 - 15, and Lots 41 and 42 along the Mill Road frontage and portions of 2680 South and 2740 South. Parcel A wall will be required at the time of the commercial parcel development.

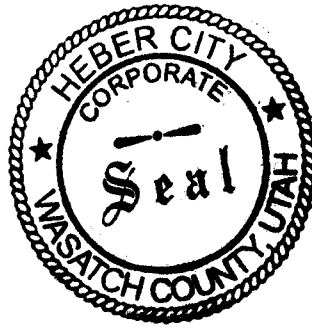
7. Developer will realign the existing Daniel Irrigation pipeline running through the proposed residential development into a public road and maintain irrigation service to Daniel Irrigation customers currently being served to the west of the development.
8. Developer will execute a performance/bond agreement prior to beginning construction and prior to recording the plat, and provide a cash bond or letter of credit acceptable to City guaranteeing the improvements related to subdivision.
9. Developer may proceed with the installation of underground utilities at Developers sole risk and cost, ahead of having a final set of approved and signed construction drawings, upon the condition that Developer submits this signed subdivision agreement, the signed performance/bond agreement, the initial inspection escrow deposit, and completes a project preconstruction meeting with the City. Any changes required to work completed prior to receiving approved signed drawings and material submittals, shall be the responsibility of the Developer, and corrected at Developers sole expense. The City will bear no cost for required changes to said completed work.
10. Developer will provide a copy of their noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the plat, and implement and complete the Weed Control Board's approved measures prior to project acceptance by the City.
11. Developer agrees to abide by nationally accepted best management practices for Storm water Pollution Prevention and obtain any necessary state or federal permits for such.
12. Prior to recording the final plat, Developer shall submit the following:
 - a. Updated Title Report.
 - b. Tax clearance from the County Assessor.
 - c. Record of Survey Map.
 - d. Property Owner's Association Documents shall be recorded with plat to establish a home owner's association to be responsible for the maintenance of common areas and application of fencing limitations.
 - e. Verification of sufficient water shares required by and pursuant to the City's Water Policy.
13. All streets, utilities, and improvements will be constructed to property lines and include frontage improvements curbs, sidewalks, pavements, inlets, planting of trees and placing of monuments, as required and consistent with Heber City Standards, including but not limited to required subdivision improvement requirements.
14. All public streets shall be dedicated to Heber City and slurry sealed during the warranty period by the Developer.
15. Issuance of building permits and acceptance of the subdivision will not occur until all underground utilities, curb, and asphalt are installed and operational per State code and regulations, and Heber City's code.
16. All development improvement costs will be paid by the Developer, their assigns, transferees or successors as owners or Developers, except for the reimbursements described hereafter. The

Developer shall be obligated to disclose and notify in writing any immediate successors in ownership of the requirements of this Agreement.

- a. East Airport Road Sewer Improvements. Developer will construct, and City will reimburse Developer, One Hundred Percent (100%) of contractor's actual invoiced costs for sewer improvements in East Airport Road upon acceptance by City of these improvements.
 - b. Hwy 40 / Mill Road Intersection Realignment. Developer will construct, and City will reimburse Developer, Seventy Eight (78%) of contractor's actual invoiced costs to realign the intersection of Mill Road and Hwy 40 upon acceptance by City of the residential subdivision. Reimbursable work includes the cost to reconstruct Mill Road on the south side of Hwy 40, up to and including the Mill Road west curb and gutter, the adjacent storm water retention drain basin, and the acceleration / deceleration lanes on Hwy 40.
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 approval of the improvements, the City agrees to take over roads as shown on the recorded subdivision plats as 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.
18. 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.
19. 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.
20. 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.
21. 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 20th day of July, 2020.



HEBER CITY:

By: Kelleen Potter
Kelleen Potter, Mayor

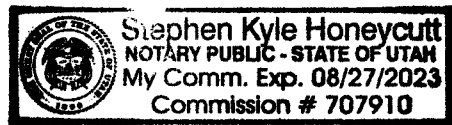
ATTEST:

Jrina W. Cooke
Heber City Recorder

OWNER: [Signature]

By: David Hutton manager
Owner/Manager

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)



On this 18th day of July, 2020, 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.

Stephen Kyle Honeycutt
NOTARY PUBLIC

EXHIBIT A: LEGAL DESCRIPTION

Heber Meadows North Legal Description

AS-SURVEYED DESCRIPTION:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY 40, SAID POINT BEING SOUTH 538.36 FEET AND WEST 455.88 FEET FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 37°52'23" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 665.26 FEET TO THE WEST RIGHT-OF-WAY LINE OF MILL ROAD; THENCE SOUTH 00°20'45" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 566.76 FEET TO THE NORTHEAST CORNER OF LOT 54, HEBER MEADOWS SUBDIVISION PHASE 1 SECOND AMENDMENT TO HEBER MEADOWS; THENCE SOUTH 89°39'15" WEST ALONG THE NORTH LINE OF SAID HEBER MEADOWS SUBDIVISION PHASE 1 SECOND AMENDMENT TO HEBER MEADOWS 498.54 FEET TO THE SOUTHEAST CORNER OF LOT 17, HEBER MEADOWS SUBDIVISION PHASE 2; THENCE NORTH 00°28'05" WEST 279.84 FEET ALONG THE EAST LINE OF SAID HEBER MEADOWS SUBDIVISION PHASE 2; THENCE WEST ALONG THE NORTH LINE OF SAID HEBER MEADOWS SUBDIVISION PHASE 2, A DISTANCE OF 860.36 FEET TO THE EAST LINE OF DANIELS ESTATES; THENCE NORTH 00°12'55" EAST ALONG A PORTION OF SAID EAST LINE OF DANIEL ESTATES 728.80 FEET; THENCE EAST 836.17 FEET; THENCE NORTH 52°00'06" EAST 140.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,060,382.09 SQ/FT OR 24.34 ACRES

00-0020-1134

