

SUBDIVISION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
Mayers Meadow Subdivision

THIS AGREEMENT is entered into this _____ day of _____, 2015, by and between Heber City (the "City") and Carl Mayers Trust, the "Developer").

WHEREAS, the Developer has proposed a plat for an 42 lot subdivision, Mayers Meadow Subdivision in the R-3 Residential Zone in Heber City;

NOW, THEREFORE, the Parties hereby agree as follows:

1. With respect to Exhibit A (the approved final subdivision plat), the developer shall, prior to recordation of the subdivision plat, transfer to the City all required diversion water rights necessary for this development;
2. As per Section 18.68.175 of Heber City Code, the street right of ways will include an additional 4 feet of open space within the planter strips (8 foot wide planter strips); the city will permit a special exception to reduce the front setback from 30 feet to 25 feet to accommodate this open space;
3. Improvements conform to current Heber City Standard Specifications;
4. Improvements shall include the installation of underground conduit along Daniel Road sufficient for future power line burial;
5. Improvements shall include removal of any temporary asphalt and completing ties into the roads, curb, gutter, and sidewalk into the adjacent stubs to Wheeler Park subdivision on 2200 South and to Daniels Gate B subdivision on 150 East;
6. Final design and placement of the underground storm water facilities shall be approved by the City Engineer so as to protect said facilities from excavation during home construction. Plat shall include easement language approved by the City to protect said facilities and allow access for operation, maintenance, and replacement activities;
7. A note shall be placed on the plat that prohibits driveway access to Daniels Road for Lot 1 and 42 as per city code section 18.68.210 F;

8. Developer shall deposit funds with the City, prior to project acceptance, to cover installation of landscaping and irrigation over the storm water facility on Lot 42 in an amount approved by the City Engineer;
9. Developer shall be responsible, prior to project acceptance, for reimbursing other developers for off-site utilities that front and serve this subdivision, per Heber City's reimbursement agreement policy;
10. 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;
11. Developer shall execute a performance agreement and provide a cash bond or letter of credit acceptable to the City to guarantee completion of the City's public improvements;
12. Developer shall provide City with a noxious weed control plan approved by the Wasatch County Weed Control Board prior to recording the subdivision plats and implement approved measures prior to project acceptance by the City;
13. 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 and acceptance of the subdivision as complete, 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 and begin issuing building permits. The City agrees to maintain such public improvements 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 public improvements;
14. 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;
15. 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;

16. 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 _____ day of _____, 2015.

HEBER CITY:

By: _____
Alan W. McDonald, Mayor

ATTEST:

Heber City Recorder

Carl Mayer Trust, Developer:

By: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

On this _____ day of _____, 2015, 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 Mayers Meadow Subdivision and executed the same as such.

NOTARY PUBLIC

