

Ent 404347 Bk 1112 Pg 680-687
Date: 10-SEP-2014 4:29:21PM
Fee: \$27.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: WELLS FARGO BANK

When recorded, return to:
Heber City Corporation
Attention: Anthony Kohler
75 North Main Street
Heber City, UT 84032

SUBDIVISION AGREEMENT
AND
COVENANT RUNNING WITH THE LAND
(Heber Gateway Plaza 2)

THIS SUBDIVISION AGREEMENT AND COVENANT RUNNING WITH THE LAND (“Agreement”) is entered into as of this this 5th day of September, 2014, by and between Heber City (the “City”) and Wells Fargo Bank, a national association (the “Owner”).

WHEREAS, the Owner has proposed a plat for a three lot commercial subdivision, Heber Gateway Plaza 2, in the C-2 Commercial Zone in Heber City (the “Plat”), a true and correct copy of which is attached as Exhibit A;

WHEREAS, the Plat is to be recorded to subdivide the real property described in the attached Exhibit B;

WHEREAS, in connection with the approval and recording of the Plat, the parties desire to set forth their understandings with respect to certain public dedications and improvements; and

WHEREAS, this Agreement is entered into with the understanding that Owner is intending to sell the parcels described therein, “Lot 1”, “Lot 2” and “Parcel A” to successor owners and developers and this Agreement allocates certain responsibilities and benefits to the lots collectively and individually as stated below;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Prior Annexation Agreement.** This Agreement replaces any remaining obligations stated in the Agreement and Covenant Running with the Land dated February 23, 1999 and recorded with the Wasatch County Recorder as Entry No. 00212299 on March 18, 1999.

2. **Plat.** City hereby approves the Plat and authorizes its agencies and employees to execute the Mylar of the Plat prepared by Owner, which Plat shall be in the form attached to this Agreement. Owner shall not be required to post any subdivision or improvement bond, letter of credit, deposit or guaranty in connection with recording the Plat.

3. **Road Dedications and Improvements.**

a. **500 East Dedication.** The Plat shall dedicate to City the proposed 75 foot wide 500 East right-of-way which is included within the property subject to the Plat and which adjoins the east boundary of the Plat’s Lot 2 and adjoins the west boundary of Parcel A (“500 East”).

b. **Turn Lane.** The Plat shall depict an approximate 250 foot by 12 foot wide right turn lane from 1200 South to 500 East in the location depicted on the Plat (the “**Turn Lane**”). The Parties agree to the following as to the Turn Lane:

i. The owner of Lot 2 shall be required to dedicate the Turn Lane as part of the subdivision and the owner of Lot 2 shall not receive compensation for this dedication in exchange for the benefits described below in Subsection 3(c); and

ii. The owner of Lot 2 shall have no obligation to construct or improve the Turn Lane as this road element will serve regional interests and the need for the Turn Lane is not created by the development depicted on the Plat;

c. **500 East Improvements.** The owner of Lot 1 shall have no obligation to improve 500 East in any way. Lot 2 and Parcel A may be sold and developed without requiring the owners of Lot 2 or Parcel A to improve or construct 500 East and without requiring or obligating the owners of Lot 2 or Parcel A to participate in a special improvement district or assessment bond to fund construction and improvement of 500 East. It is anticipated that the City or another party will improve 500 East but only at such time as City or another party is able to do so according to their own timetable. The future connection of Lot 2 or Parcel A to 500 East shall be governed by the below subsections:

i. **Pioneer Improvements.** Should the owner of Lot 2 or the owner of Parcel A desire to construct road improvements within 500 East at a time sooner than City is prepared to construct or improve 500 East, such owner may negotiate with City concerning such owner paying for such improvements and access connections, consistent with this agreement.

ii. **Connection Fee for Access After Construction of 500 East.** In the event City or another party has constructed and improved 500 East, and should an owner of Lot 2 or Parcel A desire an access “curb cut” on to 500 East, such owner shall pay a “connection fee” to City of \$30,000 for an access connection on the south side of 500 East (benefiting Lot 2 or portion thereof) and \$30,000 for an access connection on the north side of 500 East (benefitting Parcel A, or portion thereof). The per side connection fee may be prorated as between multiple access curb cuts should there be more than one access curb cut on the south side of 500 East or the north side of 500 East. The requirement to pay a connection fee shall not apply if a connection is made after a date which is ten (10) years after the date on which construction of 500 East is completed by City or another party.

4. **Plat Notes.** The following notes shall be placed on the Plat:

a. “Both owners of Lot 1 and Lot 2 have entered, or soon will enter, into a reciprocal access and utility agreement for the benefit of both lots and providing public access to 1200 South Street along

the east boundary of Lot 1. The reciprocal access and utility agreement will be recorded with the Wasatch County Recorder.

b. "The owner of Lot 1 has entered into or soon will enter into an access and utility easement agreement with the Heber Gateway Plaza Property Owners Association, Inc. for purposes of providing access to Lot 1 through the private roads within the Heber Gateway Plaza subdivision. The access and utility easement agreement will be recorded with the Wasatch County Recorder. No property described in this subdivision plat is a member or part of said owners' association."

c. "Each lot will be required to dedicate water rights to Heber City prior to obtaining a building permit."

d. "Access to 500 East from Lot 2 or Parcel A shall be subject to the Subdivision Agreement and Covenant Running with the Land recorded concurrently herewith."

e. "Parcel A is unimproved and is actively devoted to agricultural use. Parcel A will not include surface improvements that are not an integral part of Parcel A's agricultural use unless in accordance with a future re-subdivision plat or site plan."

5. **Project Costs.** Infrastructure improvement costs that are "project improvements" as that term is defined in the Utah Impact Fees Act (U.C.A. 11-36a-101) shall be paid by, and be the sole responsibility of, the Owner, its assigns, transferees or successors as owners or developers. Nothing in this Agreement shall obligate Owner to pay for "system improvements" as defined in the Utah Impact Fees Act, except through impact fees assessed at the time of obtaining a building permit in accordance with law.

6. **Weed Control.** Owners of lots within the Plat shall comply with City's noxious weed control requirements and ordinances.

7. **Miscellaneous.**

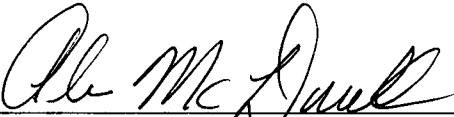
a. This Agreement contains the entire agreement between the parties, and no statement, promise or inducement made by either party hereto, or agent of either party hereto which is not contained in this written Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except in writing approved by the parties.

b. 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.


c. 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 first above written.

HEBER CITY:

By: 
Alan McDonald, Mayor

ATTEST:


Heber City Recorder



OWNER:

Wells Fargo Bank, a national association

By: 

ACKNOWLEDGEMENTS

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

The foregoing instrument was acknowledge before me this 10th day of September, 2014 by Alan McDonald, who executed the foregoing instrument in his capacity as the Mayor of the Heber City, Utah and Michelle Kellogg, who executed the foregoing instrument in his/her capacity as the City Recorder.

Diann Greer
NOTARY PUBLIC



California
STATE OF ~~UTAH~~)
 : ss.
San Diego
COUNTY OF ~~WASATCH~~)
mc

On this 9 day of September, 2014, personally appeared before me the above named authorized representative of Owner, who duly acknowledged to me that Owner is the owner in fee of the land in Heber Gateway Plaza 2 Plat and executed the same as such.

Michael Conrad
NOTARY PUBLIC

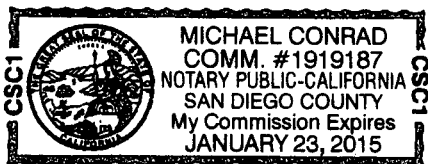
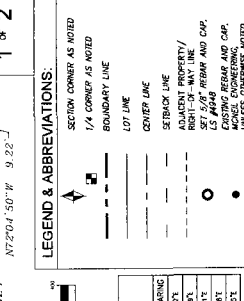
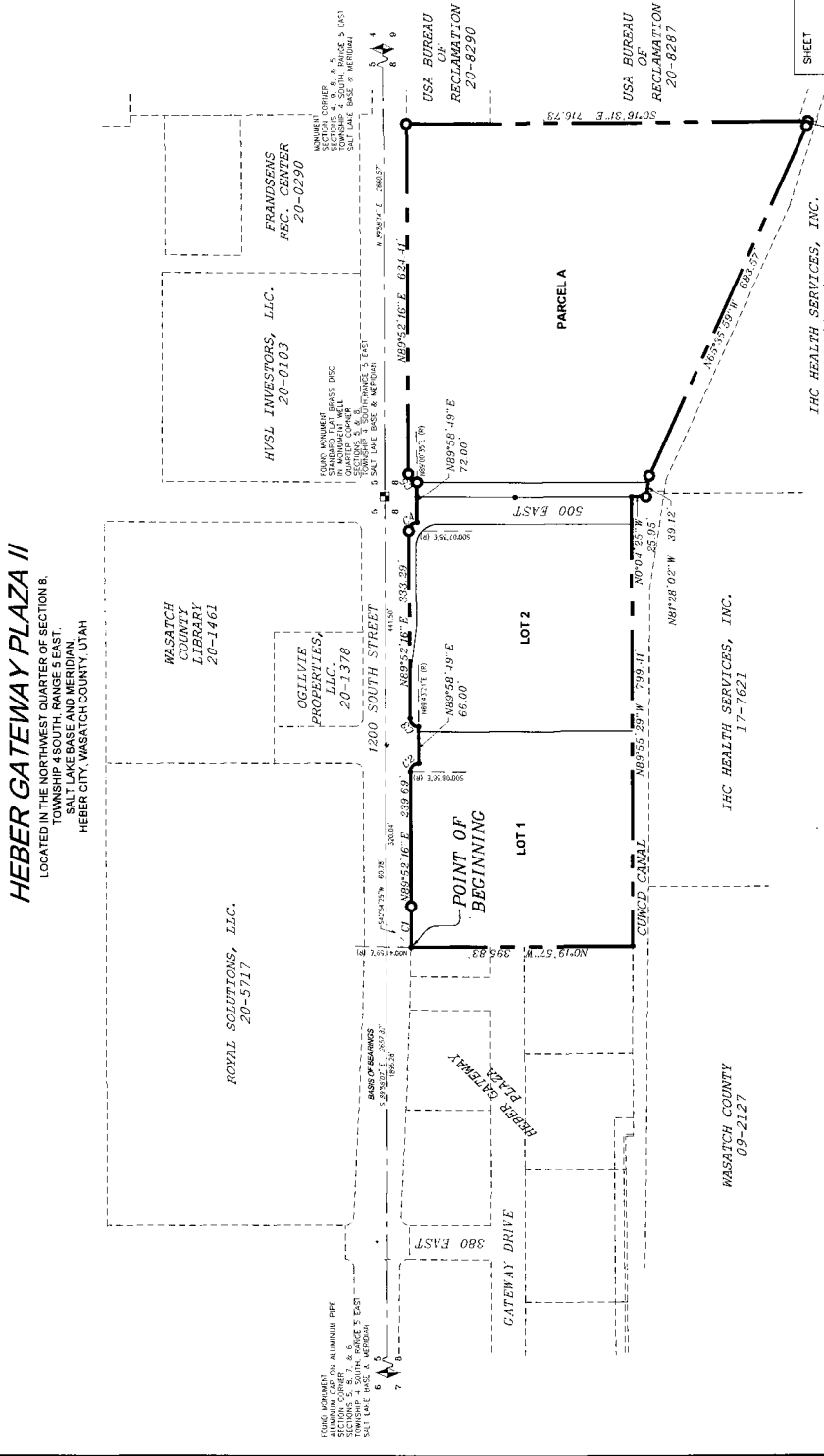


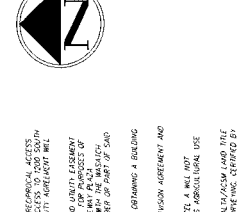
Exhibit A

HEBER GATEWAY PLAZA II

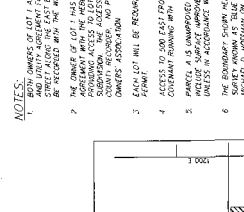
LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, HEBER CITY, WASATCH COUNTY, UTAH



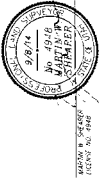
CURVE DATA table with columns: SEGMENT, LENGTH, RADIUS, DELTA, TANGENT, CHORD, CHORD BEARING. Rows C1 through C5.



NOTES: 1. PART OF LOT 1 HAS TO BE DEDICATED TO PUBLIC USE... 2. THE OWNER OF LOT 1 HAS ENTERED INTO AN ACCESS AND UTILITY EASEMENT... 3. EACH LOT WILL BE REQUIRED TO DEDICATE WATER RIGHTS... 4. ACCESS TO 300 EAST FROM LOT 2 OR PARCEL A SHALL BE... 5. CURBSIDE MONUMENTS TO BE PLACED AT THE CORNERS... 6. THE BOUNDARY SURVEY METHOD FOR PARCEL A...



SURVEYOR'S CERTIFICATE: I, MARTIN W. SHIVERS, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR... DATE: SEPTEMBER 8, 2024



BOUNDARY DESCRIPTION: THE BEARING SOUTH 89°52'16"E... THE NORTH QUARTER CORNER OF SECTION 8 TO THE NORTH QUARTER CORNER OF SECTION 8, AS SHOWN, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

OWNERS DEDICATION: NOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, MAKING CAUTION SAID TRACT TO BE OBSERVED AND PARCELS, LOTS, AND STREETS TO BE HEREIN SET FORTH.

BASIS OF BEARINGS: THE BEARING SOUTH 89°52'16" EAST ALONG THE LINE FROM THE NEAST QUARTER CORNER OF SECTION 8 TO THE NORTH QUARTER CORNER OF SECTION 8, AS SHOWN, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

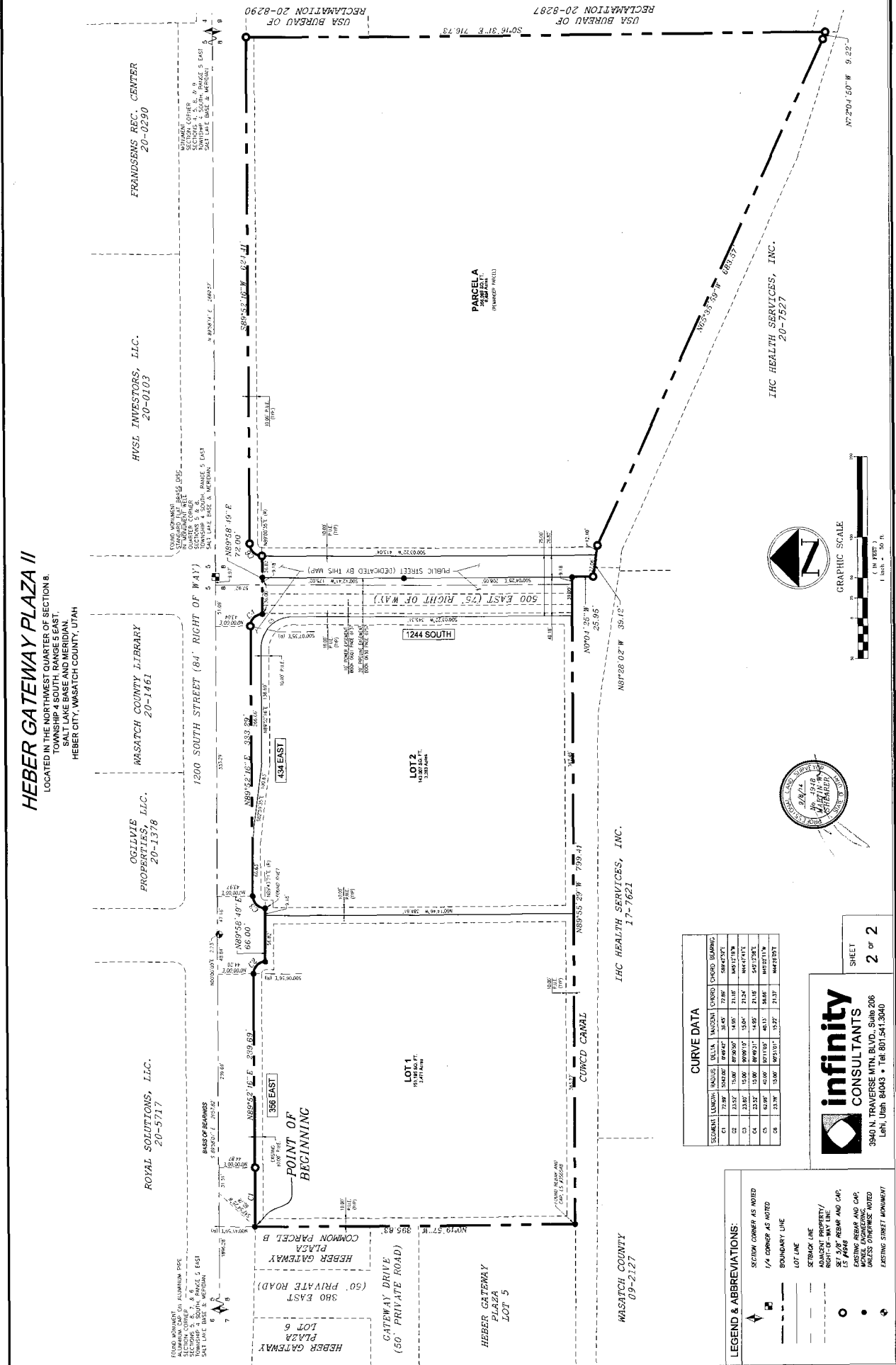
ACKNOWLEDGEMENT: STATE OF UTAH... COUNTY OF WASATCH... HEBER CITY ENGINEER...

ACKNOWLEDGEMENT: STATE OF UTAH... COUNTY OF WASATCH... HEBER CITY ENGINEER... I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAN AND IT IS CORRECT IN THIS OFFICE.

HEBER CITY ENGINEER... COUNTY SURVEYOR... PLANNING COMMISSION... APPROVED THIS DAY OF... A.D. 2024.

HEBER GATEWAY PLAZA II

LOCATED IN THE NORTHWEST QUARTER OF SECTION 8,
TOWNSHIP 4 SOUTH, RANGE 5 EAST,
SALT LAKE BASE AND MERIDIAN,
HEBER CITY, WASATCH COUNTY, UTAH



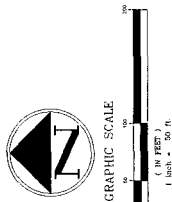
STATION	LENGTH	ANGLE	DELTA	BACKSIGHT	SIGHT	FORWARD SIGHTING
1	10.00	90.00	0.00	21.15	21.15	21.15
2	10.00	90.00	0.00	21.15	21.15	21.15
3	10.00	90.00	0.00	21.15	21.15	21.15
4	10.00	90.00	0.00	21.15	21.15	21.15
5	10.00	90.00	0.00	21.15	21.15	21.15
6	10.00	90.00	0.00	21.15	21.15	21.15

LEGEND & ABBREVIATIONS:

- SECTION CORNER AS NOTED
- 1/4 CORNER AS NOTED
- BOUNDARY LINE
- SETBACK LINE
- ADJACENT PROPERTY/RIGHT-OF-WAY LINE
- 1/4 CORNER AS NOTED
- EXISTING REBAR AND CAP
- EXISTING ENGINEERING
- UNLESS OTHERWISE NOTED
- EXISTING STREET MONUMENT

infinity CONSULTANTS
3940 N. TRAVERSE Mtn. BLVD., Suite 206
Lehi, Utah 84043 • TEL: 801.541.3540

SHEET 2 of 2



FRANSENS REC. CENTER
20-0290

HVCSL INVESTORS, LLC.
20-0103

WASATCH COUNTY LIBRARY
20-1461

OGILVIE PROPERTIES, LLC.
20-1378

ROYAL SOLUTIONS, LLC.
20-5717

PARCELA
1980 SQ. FT.
(NUMBER PLOTTED)

IHC HEALTH SERVICES, INC.
20-7527

IHC HEALTH SERVICES, INC.
17-7621

WASATCH COUNTY
09-2127

FIELD SURVEY BY
ALUMINUM CAP ON ALUMINUM PIPE
SECTION 8, T. 4 S., R. 5 E., S. 8
SALT LAKE BASE AND MERIDIAN

USA BUREAU OF RECLAMATION 20-8290

USA BUREAU OF RECLAMATION 20-8297

MONUMENT
SECTION 8, T. 4 S., R. 5 E., S. 8
TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE & MERIDIAN

MONUMENT
SECTION 8, T. 4 S., R. 5 E., S. 8
TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE & MERIDIAN

MONUMENT
SECTION 8, T. 4 S., R. 5 E., S. 8
TOWNSHIP 4 SOUTH, RANGE 5 EAST
SALT LAKE BASE & MERIDIAN

HEBER GATEWAY PLAZA COMMON PARCEL B

HEBER GATEWAY PLAZA (50' PRIVATE ROAD)

HEBER GATEWAY PLAZA LOT 6 (50' PRIVATE ROAD)

HEBER GATEWAY PLAZA LOT 5

HEBER GATEWAY PLAZA LOT 4

HEBER GATEWAY PLAZA LOT 3

HEBER GATEWAY PLAZA LOT 2

HEBER GATEWAY PLAZA LOT 1

HEBER GATEWAY PLAZA LOT 0

Exhibit B

BOUNDARY DESCRIPTION:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 1200 SOUTH STREET, SAID POINT BEING ON THE ARC OF A 5042.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 00°41'59" EAST), SAID POINT ALSO BEING SOUTH 89°58'07" EAST ALONG THE SECTION LINE 1896.28 FEET AND SOUTH 42°54'25" WEST 60.78 FEET FROM A FOUND WASATCH COUNTY ALUMINUM CAP MONUMENT MARKING THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING (10) COURSES: (1) SOUTHEASTERLY ALONG THE ARC OF SAID 5042.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 00°49'42" A DISTANCE OF 72.89 FEET (CHORD BEARS SOUTH 89°42'52" EAST 72.89 FEET), (2) NORTH 89°52'16" EAST 239.69 FEET TO A POINT ON THE ARC OF A 15.00 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 00°06'56" EAST), (3) SOUTHEASTERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°50'50" A DISTANCE OF 23.52 FEET (CHORD BEARS SOUTH 45°12'19" EAST 21.18 FEET), (4) NORTH 89°58'49" EAST 66.00 FEET TO A POINT ON THE ARC OF 15.00 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°43'21" EAST), (5) NORTHEASTERLY ALONG THE ARC OF SAID 15.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 90°09'10" A DISTANCE OF 23.60 FEET (CHORD BEARS NORTH 44°47'41" EAST 21.24 FEET), (6) NORTH 89°52'16" EAST 333.29 FEET TO A POINT ON THE ARC OF A 15.00 FOOT NON TANGENT RADIUS TO THE RIGHT (CENTER BEARS SOUTH 00°07'35" EAST), (7) SOUTHEASTERLY ALONG THE ARC OF SAID 15.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 89°49'31" A DISTANCE OF 23.52 FEET (CHORD BEARS SOUTH 45°12'58" EAST 21.18 FEET), (8) NORTH 89°58'49" EAST 72.00 FEET TO A POINT ON THE ARC OF A 15.00 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°00'35" EAST), (9) NORTHEASTERLY ALONG THE ARC OF SAID 15.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 90°51'01" A DISTANCE OF 23.78 FEET (CHORD BEARS NORTH 44°26'05" EAST 21.37 FEET), (10) NORTH 89°52'16" EAST 624.41 FEET TO THE EASTERLY LINE OF THE WESTERLY HALF OF THE WESTERLY HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE, SOUTH 00°16'31" EAST ALONG SAID EASTERLY LINE 716.73 FEET TO THE NORTHERLY LINE OF A 30' IRRIGATION CANAL; THENCE, NORTHWESTERLY ALONG SAID NORTHERLY LINE THE FOLLOWING (3) COURSES: (1) NORTH 72°04'50" WEST 9.22 FEET, (2) NORTH 65°35'59" WEST 683.57 FEET, (3) NORTH 81°28'02" WEST 39.12 FEET TO A POINT ON A WIRE FENCE AND RUNNING THENCE ALONG SAID WIRE FENCE NORTH 00°04'25" WEST 25.95 FEET TO A POINT ON THE NORTHERLY LINE EXTENSION OF THE INTERMOUNTAIN HEALTHCARE SUBDIVISION, AS RECORDED WITH THE THE OFFICE OF THE WASATCH COUNTY RECORDER; THENCE NORTH 89°55'29" WEST, A DISTANCE OF 799.41 FEET; THENCE NORTH 00°19'57" WEST 395.83 FEET TO THE POINT OF BEGINNING.

CONTAINS 15.908 ACRES MORE OR LESS

SCALE: N/A

DRAWN BY: JLS

CHECKED BY: RHD

DATE: 09.10.2014

PROJECT No. 2003

HEBER GATEWAY PLAZA II
BOUNDARY DESCRIPTION
 HEBER, UT

 **infinity**
 CONSULTANTS

3940 Traverse Mountain Blvd., Suite 206
 Lehi, Utah 84043 • Tel: 801.541.3040

SHEET

EX-1