

File No. 17015

**SITE IMPROVEMENT AGREEMENT  
AND  
COVENANT RUNNING WITH THE LAND**

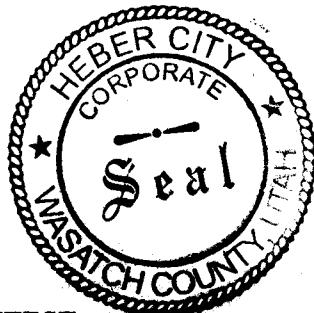
THIS AGREEMENT, entered into this 25<sup>th</sup> day of May, 2017  
by and between HEBER CITY, hereinafter referred to as the CITY, and Blake Allen  
\_\_\_\_\_, as "OWNER(S)".

WHEREAS, the OWNER(S) desire to subdivide/obtain commercial project approval and  
improve their hereinafter described property; and

WHEREAS, the CITY is willing to approve the same and to postpone the time frame for  
bringing certain improvements up to City standards upon certain conditions and subject to certain  
covenants;

NOW, THEREFORE, the parties hereby agree as follows:

1. CITY agrees to approve the Montgomery subdivision, and the  
construction of a residential home on Lots 1 and 2 of said  
Subdivision, without at this time requiring the installation of certain public  
improvements described herewith that are required of City subdivisions:
2. OWNER(S) of Lots 1 and 2 of said Subdivision, and  
their successors and assigns, agree to install or contribute the cost, at CITY  
discretion, of bringing such curb, gutter, sidewalk and paving improvements  
fronting the property along 200 North and 400 West, up to the  
latest City standards at such time as (a) storm drainage routes and elevations have  
been determined and/or (b) the CITY requests that the improvements be installed.
3. OWNER(S) of Lots 1 and 2 of said Subdivision, and their  
successors and assigns, agree to install or contribute the cost, at CITY discretion,  
of installing irrigation improvements fronting the property along 200 North and  
400 West, per the latest City standards at such time as secondary irrigation  
becomes available and/or the CITY requests that the improvements be installed.
4. The property covered by this agreement is located in Heber City, Wasatch County,  
Utah, and more particularly described in the attached as Exhibit A.
5. This agreement shall be a covenant running with the land, shall be binding upon  
the parties and their assigns and successors in interest, and the above-described  
parcel is hereby assigned and pledged as security to secure performance of the  
agreements, terms and conditions herein stated.



## HEBER CITY:

By: Alan McDonald  
Alan W. McDonald, Mayor

ATTEST:

Michelle V. Vest  
Michelle Vest, Recorder

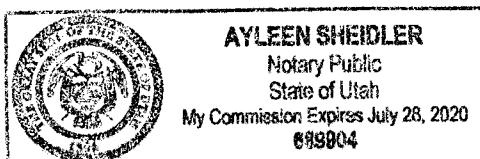
## LANDOWNER:

By: Blake Allen  
Blake Allen  
(Printed Name)

STATE OF Utah : ss.

COUNTY OF Wasatch)

On the 25th day of May, 2017, personally appeared before me  
Blake Allen, the landowner of the property described in the above  
document and duly acknowledged to me that they executed the same.



AYLEEN SHEIDLER  
NOTARY PUBLIC

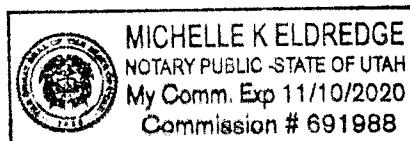
## LANDOWNER:

By: Blake Allen  
Blake Allen  
(Printed Name)

STATE OF Utah : ss.

COUNTY OF Wasatch)

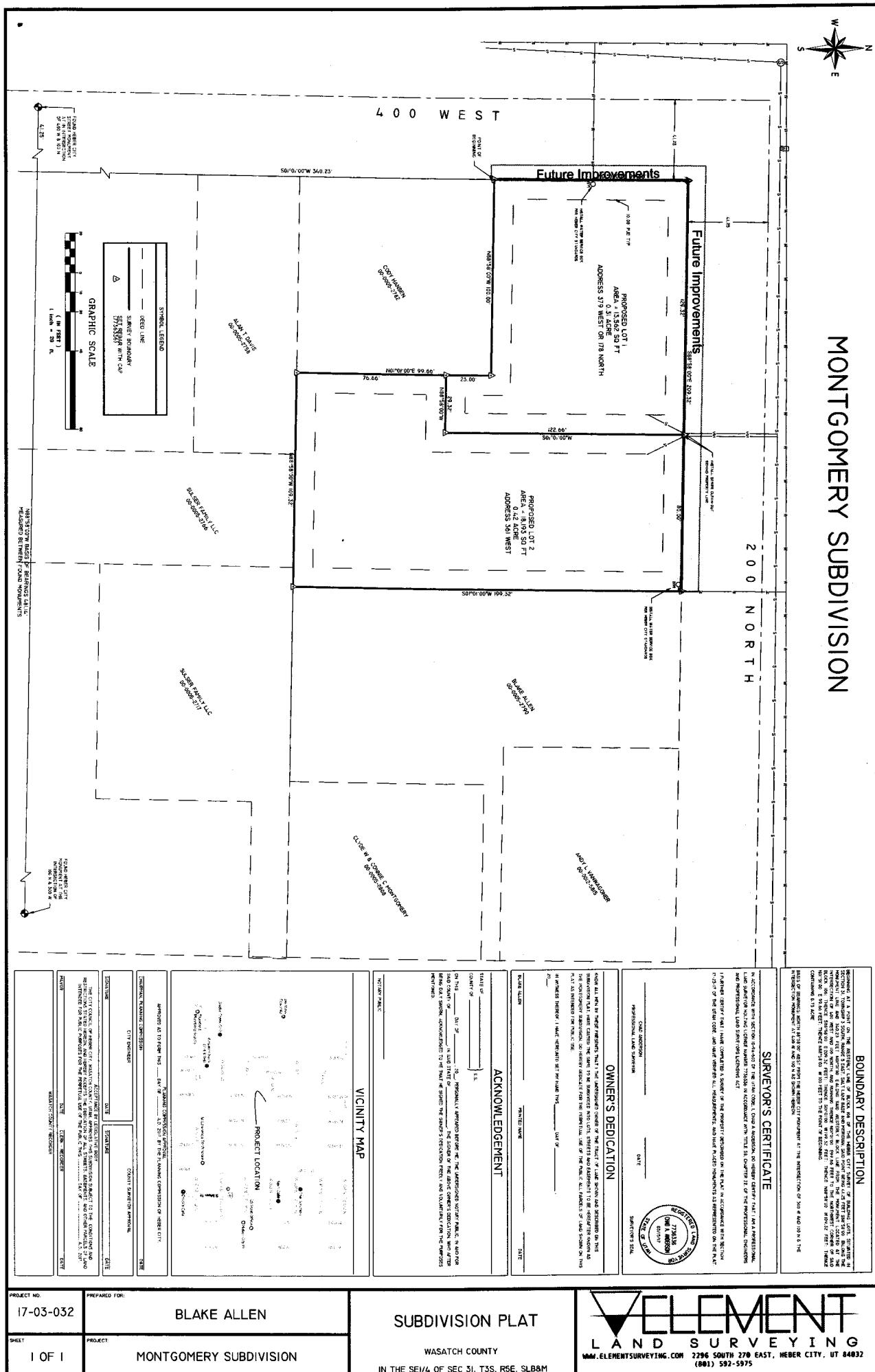
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document and duly acknowledged to me that they executed the same.



MICHELLE K. ELDREDGE  
NOTARY PUBLIC

# MONTGOMERY SUBDIVISION

## **Exhibit A**



## BOUNDARY DESCRIPTION

**SURVEYOR'S CERTIFICATE**



ELEMENT  
LAND SURVEYING  
2296 SOUTH 270 EAST, HEBER CITY, UT 84032  
(800) 592-5975