

File No. 17015

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

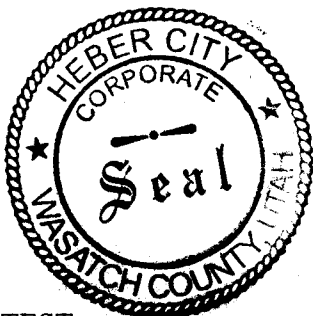
THIS AGREEMENT, entered into this 25th day of May, 2017
by and between HEBER CITY, hereinafter referred to as the CITY, and Blake Allen
 , as "OWNER(S)".

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 W. McDonald
Alan W. McDonald, Mayor

ATTEST:

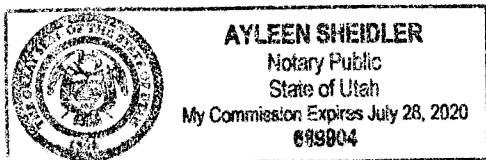
Michelle Vest
Michelle Vest, Recorder

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.



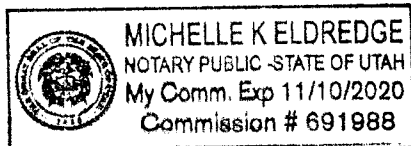
[Signature]
NOTARY PUBLIC

LANDOWNER:

By: Blake Allen
Blake Allen
(Printed Name)

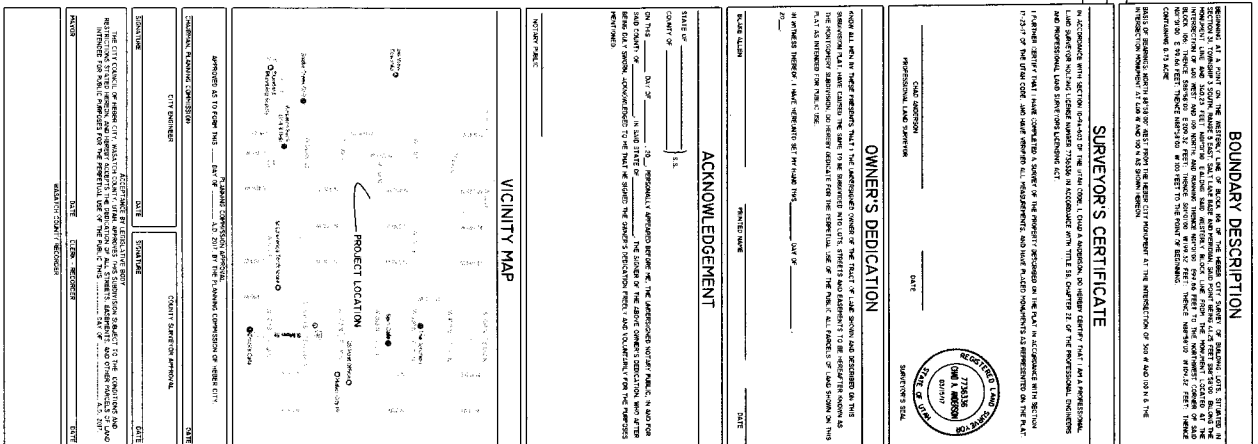
STATE OF Utah
: ss.
COUNTY OF Wasatch

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



Michelle K. Eldredge
NOTARY PUBLIC

MONTGOMERY SUBDIVISION



ELEMENT
LAND SURVEYING
www.ELEMENTSURVEYING.COM 2296 SOUTH 270 EAST, HEBER CITY, UT 84032
(801) 592-5975