

File No.

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

THIS AGREEMENT, entered into this 18th day of May, 2021
by and between HEBER CITY, hereinafter referred to as the CITY, and The Lofts at Deer Haven
/ Deer Haven Condominium Association, as "OWNER(S)".

WHEREAS, the OWNER(S) acknowledge that the sewer cleanouts and sewer lateral
lines were not built according to City Standards and approved plans; and

WHEREAS, the CITY is willing accept the sewer cleanouts and sewer lateral lines as
constructed and allow occupancy to the building upon certain conditions and subject to certain
covenants;

NOW, THEREFORE, the parties hereby agree as follows:

1. OWNER(S) of The Lofts at Deer Haven (located at 67 E 500 S, Heber City, UT 84032), and their successors and assigns, agree to be solely responsible for all maintenance, operation, and repair of said sewer cleanouts and sewer laterals from the building up to and including the connection into the City sewer main located in 500 South, including any costs incurred during such maintenance, operation, or repair.
2. The property covered by this agreement is located in Heber City, Wasatch County, Utah, and more particularly described in the attached as Exhibit A.
3. This Agreement shall be a covenant running with the land, shall be binding upon the parties and their assigns and successors in interest. This Agreement shall be recorded with the Wasatch County Recorder.
4. Time of the Essence
Time is declared to be the essence of this Agreement.
5. Choice of Law and Venue
This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. The Parties agree that the exclusive jurisdiction and venue of any action arising under this Agreement shall be in Wasatch County, Utah.
6. MISCELLANEOUS
 - a. The recitals to this Agreement are hereby incorporated by reference.
 - b. This Agreement supersedes all agreements previously made between the Parties relating to its subject matter. There are no other understandings or

agreements between the Parties relative to the subject matter hereof.

7. This Agreement may be modified only by a writing signed by all Parties.
8. If any one or more provisions of this Agreement shall be held by any court to be invalid or unenforceable such invalidity or unenforceability shall not affect the validity of enforceability of any other portion of this Agreement.
9. Indemnification: Owners specifically agrees as follows:
 - a. Owner(s), and their/its employees, subcontractors, independent contractors, agents, invitees or associates, knowingly, freely, and voluntarily assume any and all liability or risk associated with the use or occupation of the above described property, and sewer cleanouts and sewer lateral lines ("facilities") as constructed, agree to indemnify and hold harmless the City from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from the City's maintenance of the Street and sewer main, and Owners' use and possession of the above described property and facilities.
 - b. Wavier and Release. Owner(s) hereby specifically covenants and agrees to indemnify, hold harmless and defend, and releases and discharges the City, its officers, employees, directors, volunteers, and employees from and against any and all claims, actions, and demands arising out of or in connection with the City's maintenance of the Street and sewer main, including without limitation, any and all claims, liabilities, cost liabilities, expenses, or judgments, legal fees, penalties, interest and court costs incurred by Owner(s) in defense of same, arising in favor of any party on account of claims, personal injuries, death, or damages to property and all other claims or demands, occurring or in any way incident to, in connection with or arising directly or indirectly from Owner(s)'s or City's agents, employees, subcontractors, independent contractors, agents, invitees or associates', participation in City's said maintenance of, or Owner(s)'s use of the land over and about Owner(s) property and facilities.
 - c. Owner(s) certifies that Owner(s) has read the above authorization and release and Owner(s) hereby states that Owner(s) understands the contents, and knows that in signing it Owner(s) signs away any right of claim for damages sustained to any user while on or using Owner(s) property, or using any City properties, premises, structures or facilities.
10. 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.



HEBER CITY:

By: Kelleen Potter
Kelleen Potter, Mayor

ATTEST:

Trina Cooke
Trina Cooke, Recorder

OWNER:

By: Mike Petersen
Mike Petersen
(Printed Name)

*The Lofts at Deer Haven /
Deer Haven Condominium Association*

STATE OF _____)
: ss.
COUNTY OF _____)

On the 18th day of May, 2021, personally appeared before me Mike Petersen, the landowner of the property described in the above document and duly acknowledged to me that they executed the same.



Trina Cooke
NOTARY PUBLIC

EXHIBIT A: LEGAL DESCRIPTION

Parcel Number: 00-0011-8260

Boundary Description of Parcel

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 30, HEBER CITY SURVEY OF BUILDING LOTS, AND RUNNING THENCE SOUTH 88°12' EAST 114.32 FEET, THENCE NORTH 0°48' EAST 165.99 FEET, THENCE NORTH 89°12' WEST 114.32 FEET TO THE NORTHWEST CORNER OF SAID LOT, THENCE SOUTH 0°48' WEST 165.99 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

Units B100-B103, 100-102, 200-203

The LOFTS AT DEER HAVEN

21-5683 - 21,5682