

- NOTES**
1. ALL PUBLIC UTILITY EASEMENTS PLATTED HEREON ARE IN PERPETUITY FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PUBLIC UTILITIES, SIDEWALKS AND APPURTENANT PARTS THEREOF AND THE RIGHT TO REASONABLE ACCESS TO GRANTOR'S PROPERTY FOR THE ABOVE DESCRIBED PURPOSES. THE EASEMENTS SHALL RUN WITH THE REAL PROPERTY AND SHALL BE BINDING UPON THE GRANTOR AND THE GRANTOR'S SUCCESSORS, HEIRS, AND ASSIGNS.
 2. ALL PRIVATE ROADS AND COMMON AREAS WILL ALSO SERVE AS PUBLIC UTILITY EASEMENTS.
 3. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, RESOLUTIONS AND ORDINANCES.
 4. THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODOORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLES. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISK INHERENT WITH LIVESTOCK.
 5. NO VEHICULAR ACCESS TO CANAL BOULEVARD IS ALLOWED ALONG THE FOLLOWING LOTS: 224, 225, 226, 227, 228, 229, 230, & 231. NO VEHICULAR ACCESS TO WILLOWBANK DRIVE IS ALLOWED ALONG THE FOLLOWING LOTS: 223 & 224.
 6. ALL RESIDENTIAL CONSTRUCTION WILL NEED TO MEET THE INTERNATIONAL FIRE CODE REQUIREMENTS.
 7. PRIVATE ROADS ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE HOA.
 8. PARCELS 2A, 2B, 2C, AND 2I ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE HOA.
 9. LOTS THAT SHARE DRIVEWAYS HAVE A RECIPROCAL SHARED ACCESS AND MAINTENANCE EASEMENT ACROSS DRIVEWAYS.

This map is provided solely for the purpose of assisting in locating the property and Cottonwood Title Insurance Agency, Inc. assumes no liability for variation, if any, with any actual survey.

OWNER/DEVELOPER
BOYER RIDGEVIEW COMMERCIAL L.C.
401 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UTAH 84111
(801) 471-5781
CONTACT: SPENCER MOFFAT

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S HIGH TECH DRIVE, SUITE 300
MIDVALE, UTAH 84047 | P: (801) 552-0875
www.focusutah.com

1 OF 2
10/22/2020

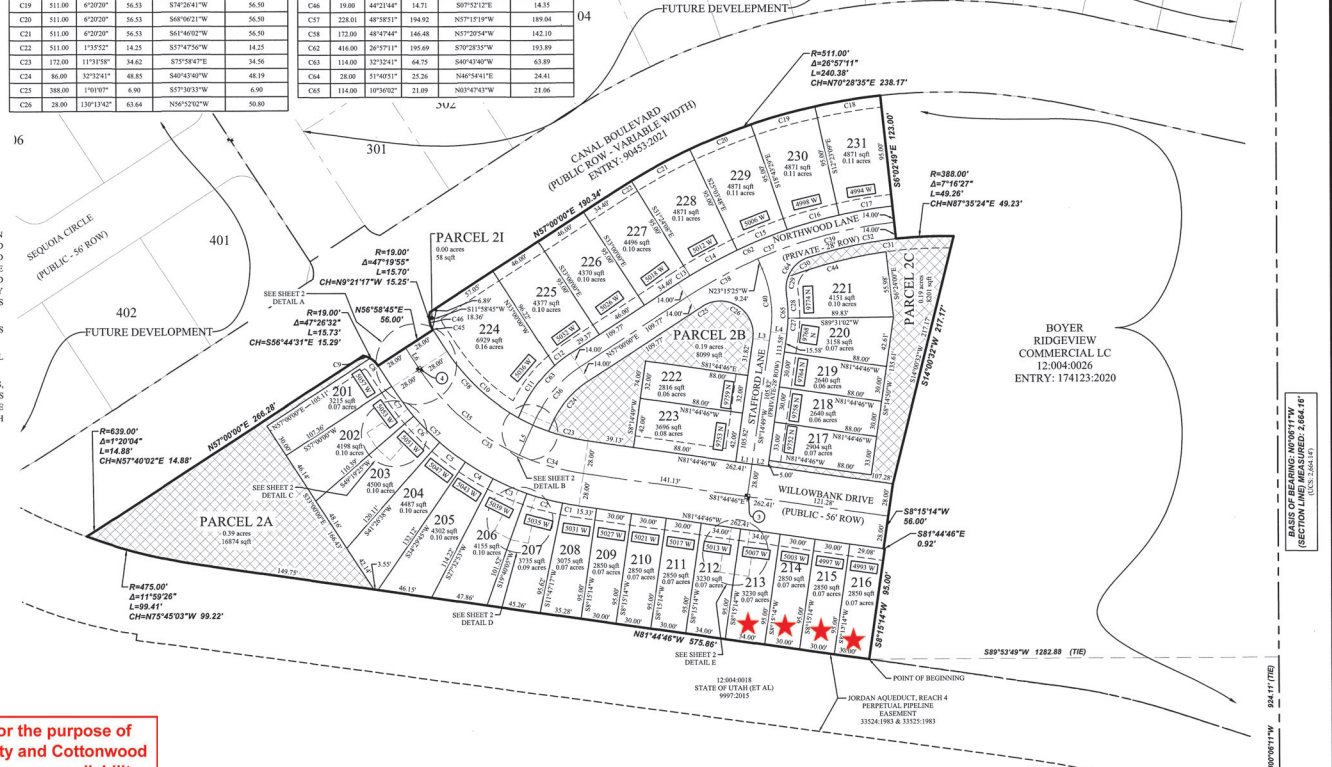
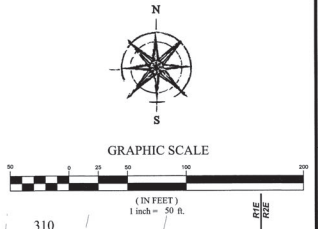
Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	228.00	3°22'33"	14.06	N79°58'44"W	14.06
C2	228.00	7°52'48"	31.36	N74°16'19"W	31.33
C3	228.00	7°52'48"	31.36	S20°27'11"W	31.33
C4	228.00	4°50'37"	22.64	N81°04'14"W	22.61
C5	228.00	4°50'37"	22.64	N26°10'44"W	22.61
C6	228.00	7°52'48"	31.36	N44°38'58"W	31.33
C7	228.00	7°43'37"	30.74	N36°48'48"W	30.72
C8	19.00	28°10'17"	9.34	N41°11'17"W	9.25
C9	19.00	17°12'27"	6.36	N70°32'04"W	6.33
C10	172.00	27°53'31"	83.83	S40°44'48"E	83.00
C11	114.00	24°09'14"	66.06	N63°37'38"E	47.71
C12	114.00	4°20'27"	16.69	N87°40'19"E	16.68
C13	416.00	17°12'27"	11.69	N57°54'52"E	11.66
C14	416.00	4°20'27"	46.02	S61°40'02"E	46.00
C15	416.00	4°20'27"	46.02	N86°06'21"E	46.00
C16	416.00	4°20'27"	46.02	N74°20'41"E	46.00
C17	416.00	4°20'27"	46.02	N49°49'11"E	46.00
C18	511.00	4°20'27"	56.53	S80°47'01"W	56.50
C19	511.00	4°20'27"	56.53	S78°20'41"W	56.50
C20	511.00	4°20'27"	56.53	S69°02'11"W	56.50
C21	511.00	4°20'27"	56.53	S61°46'29"W	56.50
C22	511.00	17°12'27"	14.23	S75°47'56"W	14.20
C23	172.00	17°12'27"	14.62	S75°58'47"E	14.59
C24	386.00	32°27'41"	48.85	S40°43'40"W	48.81
C25	386.00	1°50'07"	6.90	S73°30'33"W	6.90
C26	28.00	13°01'42"	63.64	N56°32'02"W	59.80

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C27	114.00	4°43'31"	13.41	N64°52'34"E	13.41
C28	114.00	10°20'02"	21.89	S60°47'43"W	21.86
C29	28.00	30°09'59"	14.74	S69°59'16"E	14.67
C30	28.00	51°04'51"	25.56	N46°04'16"E	24.41
C31	388.00	18°25'31"	125.11	S81°19'22"W	124.57
C32	388.00	11°12'04"	75.85	N78°21'09"E	75.73
C33	200.00	40°47'44"	170.33	S57°20'54"E	165.23
C34	200.00	10°12'05"	56.55	N79°18'43"W	56.37
C35	200.00	32°33'59"	113.77	N49°14'11"W	112.23
C36	100.00	32°32'41"	56.80	S49°44'40"W	56.04
C37	402.00	20°37'11"	109.11	S70°28'13"W	107.37
C38	402.00	9°40'27"	89.36	S80°27'19"E	88.28
C39	402.00	17°12'27"	120.75	N79°20'19"E	120.20
C40	100.00	31°50'14"	54.98	N67°30'13"W	54.29
C41	172.00	4°40'08"	14.02	S81°12'27"E	14.01
C42	172.00	4°40'08"	14.02	S87°32'45"E	14.01
C43	378.00	13°04'08"	86.22	S75°57'06"W	86.03
C44	378.00	13°04'08"	86.22	S75°57'06"W	86.03
C45	19.00	2°58'11"	0.98	S11°32'09"E	0.98
C46	19.00	44°21'44"	14.71	S67°52'17"E	14.35
C47	228.00	48°59'31"	104.82	N57°15'17"W	104.04
C48	172.00	48°59'31"	104.82	N57°15'17"W	104.04
C49	172.00	17°12'27"	19.69	S72°23'17"E	19.10
C50	114.00	32°32'41"	64.75	S40°47'40"W	63.89
C51	28.00	51°03'51"	25.26	N46°04'16"E	24.41
C52	114.00	10°20'02"	21.89	N60°47'43"E	21.86

**PLAT C
RIDGEVIEW
PLANNED UNIT DEVELOPMENT
LOCATED IN THE SE1/4 OF SECTION 1, T3S, R1E,
SALT LAKE BASE & MERIDIAN,
HIGHLAND CITY, UTAH COUNTY, UTAH**



Line Table

LINE	DIRECTION	LENGTH
11	S81°44'46"E	14.00
12	S81°44'46"E	14.00
13	S81°49'11"E	14.00
14	S81°49'11"E	14.00
15	S20°27'11"E	28.00
16	S27°59'27"E	21.78

Monument Table

#	NORTHING	EASTING
1	18.0000	18.0000
2	15.2929	9.0050
3	11.0610	6.6119
4	11.3764	6.3340

DOMINION ENERGY UTAH

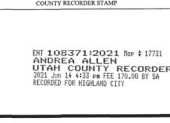
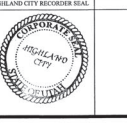
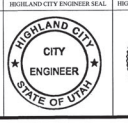
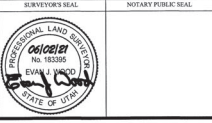
QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH
APPROVED THIS 9 DAY OF JUNE A.D. 2021
BY: [Signature]
TITLE: [Signature]

PLANNING COMMISSION APPROVAL

APPROVED THIS DAY OF JUNE, A.D. 2021 BY THE HIGHLAND CITY PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION



SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 183395 in accordance with Title 58, Chapter 2 of Utah State Code. I further certify that by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-21.17 of said Code, and have subdivided said tract of land into lots, parcels, streets, and easements, and the same has or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Evan J. Wood
Professional Land Surveyor
License No. 183395

Date: 10/22/2020

BOUNDARY DESCRIPTION

A Tract of Land, located in the SE1/4 of Section 1 of Township 5 South, Range 1 East, Salt Lake Base and Meridian. Entire Tract Consists of all Parcels Identified by Utah County Tax ID Numbers 12-004-0026, being more particularly described as follows:

Beginning at a point on the northerly line of a perpetual easement for the Jordan Aqueduct, Reach 4 in favor of The United States of America, Department of the Interior, Bureau of Reclamation as defined in a land purchase contract, recorded at Entry No. 33524.1983 in the Utah County Recorder's Office, said point being N09°06'11"W 924.11 feet along the section line and S89°53'49"W 1,282.88 feet from the Southeast Corner of Section 1, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence along said perpetual easement line the following two (2) courses: (1) N81°44'46"W 575.86 feet; thence (2) along the arc of a curve to the right with a radius of 472.00 feet a distance of 99.41 feet through a central angle of 11°59'26" Chord: N75°49'03"W 99.22 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 693.00 feet (radius bears: N31°39'56"W) a distance of 14.81 feet through a central angle of 01°20'04" Chord: N67°40'29"E 14.88 feet; thence N57°00'02"E 266.28 feet; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 19.00 feet (radius bears: S09°23'23"W) a distance of 15.73 feet through a central angle of 47°26'32" Chord: S54°43'18"E 15.29 feet; thence N50°38'13"E 56.00 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 19.00 feet (radius bears: N58°58'45"E) a distance of 15.70 feet through a central angle of 47°19'55" Chord: N09°21'17"W 15.23 feet; thence N70°00'17"E 190.34 feet; thence along the arc of a curve to the right with a radius of 51.00 feet a distance of 240.38 feet through a central angle of 26°57'11" Chord: N70°28'34"E 238.11 feet; thence S06°02'49"E 123.00 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 388.00 feet (radius bears: S06°04'49"E) a distance of 49.26 feet through a central angle of 07°16'27" Chord: N87°52'42"E 49.23 feet; thence S14°00'32"E 217.17 feet; thence S08°15'14"W 56.00 feet; thence S81°44'46"E 0.92 feet; thence S05°15'14"W 95.00 feet to a point of Beginning.

Contains: 4.38 acre +/-
31 Lots and 3 Parcels

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC PURSUANT TO UTAH CODE 18-6-6-6 AND THE OWNER HEREBY CONVEYS THE COMMON AREA/PRIVATE OPEN SPACE, PRIVATE DRIVEWAYS AND ROADS AS INDICATED HEREON, TO THE RIDGEVIEW MASTER ASSOCIATION, A UTAH NONPROFIT CORPORATION, WITH A REGISTERED ADDRESS OF 101 S. 200 E., Suite 200, SALT LAKE CITY, UT 84111. IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 8TH DAY OF JUNE, A.D. 2021.

Boyer Ridgeview Commercial, L.C., a Utah Limited Liability Company
BY: [Signature]
ITS: [Signature]
[Signature]
[Signature]

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Salt Lake
I, A.D. 2021 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF Salt Lake, in said State of Utah, Paul D. Kelley, who AFTER BEING SWORN, ACKNOWLEDGED TO ME THAT HE IS THE Manager of Boyer Ridgeview Commercial, L.C., a Utah L.L.C. and THAT HE HAS SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 8/28/2021
A NOTARY PUBLIC WHOSE IN UTAH RESIDING IN 22415, COUNTY OF SALT LAKE, UTAH
MY COMMISSION No. 69161614
PRINTED PLATE NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF HIGHLAND CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS DAY OF A.D. 2020.

APPROVED BY ENGINEER: [Signature]
ATTEST: [Signature]
HIGHLAND CITY ATTORNEY: [Signature]

HIGHLAND CITY ATTORNEY

APPROVED AS TO FORM THIS 10 DAY OF JUNE, A.D. 2021.

**PLAT C
RIDGEVIEW
PLANNED UNIT DEVELOPMENT
LOCATED IN THE SE1/4 OF SECTION 1, T3S, R1E,
SALT LAKE BASE & MERIDIAN,
HIGHLAND CITY, UTAH COUNTY, UTAH**

1983-7-1-2021 No. 1 1771
SALT LAKE BASE & MERIDIAN
UTAH COUNTY RECORDER
RECORDED FOR HIGHLAND CITY

PLANNING COMMISSION APPROVAL: 17731 of 2

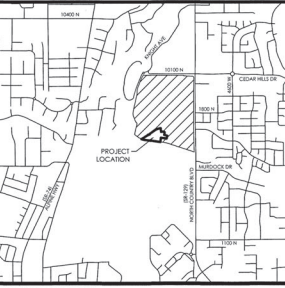
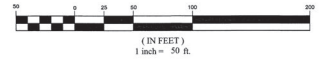
SEC. 1 T3S R1E S6&M

10/24/2020

PLAT C
RIDGEVIEW

PLANNED UNIT DEVELOPMENT
LOCATED IN THE SE1/4 OF SECTION 1, T3S, R1E,
DATIVE NAD83
SALT LAKE BASE & MERIDIAN
HIGHLAND CITY, UTAH COUNTY, UTAH

GRAPHIC SCALE

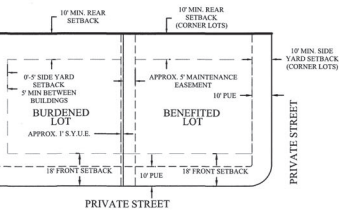


VICINITY MAP

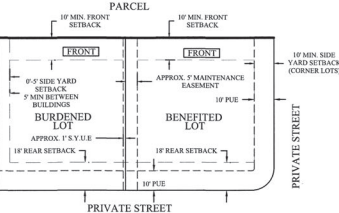
LEGEND

- BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- STREET MONUMENT
- SECTION MONUMENT (FOUND)
- BOUNDARY MARKERS
- COMMON AREAS/OPEN SPACE

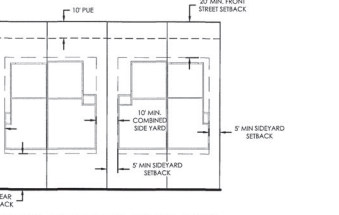
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TYPICAL FRONT LOAD SINGLE FAMILY BUILDING SETBACKS LOTS 224-231



TYPICAL REAR LOAD SINGLE FAMILY BUILDING SETBACKS LOTS 217-223



TYPICAL PAIRED HOME SETBACKS LOTS 201-216

SIDE YARD USE EASEMENT NOTE
SIDE YARD USE EASEMENTS AND MAINTENANCE EASEMENTS ARE HEREBY GRANTED AS DEPICTED HEREIN.
DEFINITIONS
"SYUE" IS AN EASEMENT OF VARIABLE WIDTH OVER A BURDENED LOT LOCATED BETWEEN THE PROPERTY LINE SHARED WITH THE APPLICABLE BENEFITED LOT (THE "PROPERTY LINE") AND A LINE RUNNING APPROXIMATELY PARALLEL TO THE PROPERTY LINE THE FULL DEPTH OF THE BURDENED LOT, AND UPON WHICH THE NEAREST EXTERIOR WALL OF THE RESIDENCE SITUATED ON THE BURDENED LOT IS LOCATED ("USE EASEMENT AREA").

"MAINTENANCE EASEMENT" IS AN EASEMENT OF VARIABLE WIDTH SITUATED BETWEEN THE PROPERTY LINE AND A LINE RUNNING PARALLEL TO THE PROPERTY LINE THE FULL DEPTH OF THE BENEFITED LOT, AND UPON WHICH THE NEAREST EXTERIOR WALL OF THE RESIDENCE SITUATED ON THE BENEFITED LOT IS LOCATED ("USE EASEMENT AREA").
"BURDENED LOT" IS A LOT THAT IS BURDENED BY HAVING A SYUE THEREON.
"BENEFITED LOT" IS A LOT THAT IS BENEFITED BY THE SYUE LOCATED ON THE ADJACENT BURDENED LOT.
"USE OWNER" IS THE OWNER OF A BENEFITED LOT.
"MAINTENANCE OWNER" IS THE OWNER OF A BURDENED LOT.

A NON-EXCLUSIVE SYUE IS GRANTED TO THE APPLICABLE USE OWNER FOR THE PURPOSE OF PROVIDING THE USE OWNER THE RIGHT AND OBLIGATION TO OCCUPY, MAINTAIN (E. MOW, TRIM, ETC.), USE, ENJOY, PLACE PERSONALLY UPON, AND CONSTRUCT AND MAINTAIN FENCES AND OTHER IMPROVEMENTS, PROVIDED, HOWEVER: (i) THE USE OWNER SHALL NOT ALTER THE BRANCHES OR GROUNDS BETWEEN SUCH LOTS; (ii) THE USE OWNER SHALL NOT INSTALL ANY IMPROVEMENTS WITHIN THE USE EASEMENT AREA; (iii) THE USE OWNER SHALL NOT INSTALL ANY WINDOW WELLS (V) THE USE OWNER SHALL NOT INTERFERE WITH ANY AIR-CONDITIONING UNIT, GAS METER, HOSE BIB OR OTHER SUCH ATTACHMENTS THAT MAY BE SITUATED ON THE BURDENED LOT; (vi) THE USE OWNER SHALL NOT CONSTRUCT, INSTALL, ATTACH OR AFFIX ANYTHING ON OR ABOUT THE EXTERIOR OF ANY RESIDENTIAL IMPROVEMENTS LOCATED UPON THE BURDENED LOT. THE USE OWNER SHALL NOT CONDUCT ANY ACTIVITIES THAT WILL OR COULD CAUSE ANY OBJECT TO IMPACT ON OR AGAINST THE EXTERIOR OF ANY RESIDENTIAL IMPROVEMENTS LOCATED UPON THE BURDENED LOT; (vii) THE USE OWNER SHALL NOT IN ANY WAY ADVERSELY IMPACT THE RESIDENCE LOCATED ON THE BURDENED LOT, OR THE STRUCTURAL INTEGRITY THEREOF; (viii) THE USE OWNER SHALL NOT MATERIALLY IMPEDER OR HINDER THE MAINTENANCE OWNER FROM REALIZING THE BENEFIT FOR WHICH THE MAINTENANCE EASEMENT HAS BEEN CREATED (I.E., TO MAINTAIN THE EXTERIOR OF ITS RESIDENTIAL STRUCTURE WHICH IS SITUATED ADJACENT TO THE SYUE); (viii) THE USE OWNER SHALL KEEP THE USE EASEMENT AREA FREE OF NOXIOUS AND HAZARDOUS MATERIALS, INCLUDING FIRE-HAZARDOUS MATERIALS; (ix) THE USE OWNER, AT ITS SOLE COST AND EXPENSE, SHALL ENSURE THAT APPROPRIATE LANDSCAPING, IN ACCORDANCE WITH ALL COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO THE LOTS, IS MAINTAINED IN THE USE EASEMENT AREA OR ORIGINALLY INSTALLED (I.E. SOIL, GRAVEL, ETC.) BY THE MAINTENANCE OWNER; (x) THE USE OWNER SHALL ENSURE THAT ANY LANDSCAPING, DRAINAGE, AND IRRIGATION SYSTEMS WITHIN THE USE EASEMENT AREA ARE INSTALLED AND MAINTAINED IN SUCH MANNER THAT THE SOIL SURROUNDING ANY IMPROVEMENTS CONSTRUCTED ON THE BURDENED LOT SHALL NOT BECOME SO IMPREGATED WITH WATER THAT IT CAUSE EXPANSION OR SHIFTING OF THE SOIL SUPPORTING SUCH IMPROVEMENTS OR OTHER DAMAGE TO SUCH IMPROVEMENTS AND FOUNDATION ON THE BURDENED LOT; (xi) THE USE OWNER SHALL NOT PLANT TREES, SHRUBBERY OR FOLIAGE OR STACK WOOD IN THE USE EASEMENT AREA; (xii) THE USE OWNER SHALL REMAIN RESPONSIBLE FOR MAINTAINING THE BENEFITED LOT; AND (xiii) ALL USES BY USE OWNER SHALL BE OTHERWISE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS ALONG WITH ALL COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS, FOR THE COMMUNITY, AS SUPPLEMENTED AND AMENDED, THAT HAVE BEEN OR WILL BE RECORDED IN THE RECORDERS OFFICE OF UTAH COUNTY, UTAH.

A NON-EXCLUSIVE MAINTENANCE EASEMENT IS ESTABLISHED IN ORDER TO ENSURE THAT THE MAINTENANCE OWNER IS ABLE TO REPAIR HIS RESIDENCE WHICH IT CANNOT PRACTICALLY OR ECONOMICALLY COMPLETE FROM OTHER PORTIONS OF THE BURDENED LOT. THE MAINTENANCE OWNER SHALL HAVE THE RIGHT OF ACCESS AND EGRESS TO AND FROM HIS RESIDENCE. IN THE EVENT OF ANY DESTRUCTION OR DAMAGE TO ALL OR A PORTION OF THE DRIVEWAY ON ANY LOT, THE OWNER OF SUCH LOT SHALL, AT ITS SOLE COST AND EXPENSE, WITH DUE DILIGENCE, REPAIR, RESTORE AND REBUILD SUCH DRIVEWAY TO ITS ORIGINAL CONDITION. THE MAINTENANCE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING MAINTENANCE OWNER'S SIDE OF ANY FENCE AND MAINTAINING THE GRADE OF THE LAND BURDENED BY THE SYUE.

TAXES: THE MAINTENANCE OWNER, AS THE RECORD OWNER OF THE USE EASEMENT AREA, SHALL BE OBLIGATED TO PAY ALL REAL ESTATE PROPERTY TAXES AND ASSESSMENTS RELATED TO THE BURDENED LOT, INCLUDING THE USE EASEMENT AREA.
INDEMNITIES: (i) THE USE OWNER, ON BEHALF OF ITSELF AND ITS TENANTS, SUBTENANTS, OCCUPANTS, INVITEES AND GUESTS ("PERMITTEES"), BUT NOT ON BEHALF OF OTHER THIRD PARTIES, SHALL SAVE, DEFEND, INDEMNIFY, HOLD HARMLESS, AND WAIVE AND RELEASE ANY AND ALL CLAIMS, RIGHTS AND CAUSES OF ACTION AGAINST THE MAINTENANCE OWNER, AND ITS SUCCESSORS AND ASSIGNS, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE OR OTHERWISE WHICH ARISES OR MAY ARISE IN CONNECTION WITH THE USE OF THE USE EASEMENT AREA BY THE USE OWNER OR ITS PERMITTEES AND FROM AND AGAINST ANY AND ALL DAMAGES OR DESTRUCTION CAUSED TO THE SURFACE AREA OF THE USE EASEMENT AREA OR TO ANY IMPROVEMENT LOCATED ON THE BURDENED LOT, IN THE EXERCISE OF SUCH USE OWNERS OR PERMITTEES RIGHTS WITH RESPECT TO THE USE EASEMENT AREA. THE USE OWNER, ON BEHALF OF ITSELF AND ITS PERMITTEES, HEREBY KNOWINGLY ASSUME ANY RISK OF LOSS RELATED TO OR ASSOCIATED WITH ITS USE OF THE USE EASEMENT AREA. (ii) THE MAINTENANCE OWNER, ON BEHALF OF ITSELF AND ITS PERMITTEES (BUT NOT ON BEHALF OF OTHER THIRD PARTIES), SHALL SAVE, DEFEND, INDEMNIFY, HOLD HARMLESS, AND WAIVE AND RELEASE ANY AND ALL CLAIMS, RIGHTS AND CAUSES OF ACTION AGAINST THE USE OWNER, AND ITS SUCCESSORS AND ASSIGNS, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE OR OTHERWISE WHICH ARISES OR MAY ARISE IN CONNECTION WITH THE USE OF THE MAINTENANCE EASEMENT BY THE MAINTENANCE OWNER OR ITS PERMITTEES AND FROM AND AGAINST ANY AND ALL DAMAGES OR DESTRUCTION CAUSED TO THE SURFACE AREA OF THE MAINTENANCE EASEMENT OR TO ANY IMPROVEMENT LOCATED ON THE BENEFITED LOT, IN THE EXERCISE OF SUCH MAINTENANCE OWNER'S OR PERMITTEES RIGHTS WITH RESPECT TO THE MAINTENANCE EASEMENT. THE MAINTENANCE OWNER, ON BEHALF OF ITSELF AND ITS PERMITTEES, HEREBY KNOWINGLY ASSUME ANY RISK OF LOSS RELATED TO OR ASSOCIATED WITH ITS USE OF THE MAINTENANCE EASEMENT.

DRIVEWAY ACCESS EASEMENT
OWNER HEREBY GRANTS AND DEDICATES TO OWNERS OF THE LOTS ABUTTING THE COMMON BOUNDARY LINE BETWEEN TWO LOTS AS DEPICTED HEREON ("SHARING OWNERS") AND THEIR TENANTS, OCCUPANTS, INVITEES, LICENSEES AND GUESTS ("PERMITTEES"), A PERPETUAL, NON-EXCLUSIVE RECIPROCAL DRIVEWAY ACCESS EASEMENT FOR REASONABLE ACCESS, INGRESS AND EGRESS OVER THE DRIVEWAY OF EACH LOT, TO PROVIDE FOR THE PASSAGE OF MOTOR VEHICLES AND PEDESTRIANS BETWEEN ALL PORTIONS OF THE DRIVEWAY AND TO AND FROM THE STREET OR RIGHT-OF-WAY ABUTTING AND FURNISHING LEGAL ACCESS TO THE LOTS, SUBJECT TO THE FOLLOWING:

- EACH OWNER GRANTS AN ENCROACHMENT EASEMENT FOR IMPROVEMENTS FOR THE BENEFIT OF AND AS AN APPURTENANCE TO EACH LOT, TO THE SHARING OWNERS AND THEIR PERMITTEES, WHICH EASEMENT MAY ENCROACH BY NO MORE THAN ONE FOOT (1') INTO OR UPON ANOTHER SHARING OWNER'S LOT.
- EACH SHARING OWNER SHALL, AT ITS SOLE COST, OPERATE AND MAINTAIN OR CAUSE TO BE OPERATED AND MAINTAINED THE DRIVEWAY LOCATED ON ITS LOT IN A REASONABLE CONDITION AND AT ALL TIMES SHALL KEEP THE DRIVEWAY TO REMAIN OPEN, PAVED AND FREE OF OBSTRUCTIONS SO AS TO PERMIT VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS. MAINTENANCE SHALL INCLUDE, WITHOUT LIMITATION: (i) MAINTAINING AND REPAIRING, AND SNOW REMOVAL FROM, ALL SIDEWALKS AND THE SURFACE OF THE DRIVEWAY AREAS; (ii) REMOVING ALL PAPER, DEBRIS AND OTHER REFUSE FROM AND PERIODICALLY SWEEPING ALL DRIVEWAY AREAS TO THE EXTENT NECESSARY TO MAINTAIN THE SAME IN A CLEAN AND ORDERLY

CONDITION; (iii) MAINTAINING APPROPRIATE LIGHTING FIXTURES FOR THE DRIVEWAYS; (iv) MAINTAINING LANDSCAPING ADJACENT TO THE DRIVEWAY IN A CLEAN AND SIGHTLY CONDITION; AND (v) PERFORMING ANY AND ALL SUCH OTHER DUTIES AS ARE NECESSARY TO MAINTAIN SUCH DRIVEWAY IN A REASONABLE CONDITION. ONCE CONSTRUCTED, IN THE EVENT OF ANY DESTRUCTION OR DAMAGE TO ALL OR A PORTION OF THE DRIVEWAY ON ANY LOT, THE OWNER OF SUCH LOT SHALL, AT ITS SOLE COST AND EXPENSE, WITH DUE DILIGENCE, REPAIR, RESTORE AND REBUILD SUCH DRIVEWAY TO ITS ORIGINAL CONDITION. IF AN OWNER BREACHES THIS SECTION AND FAILS TO CURE ITS BREACH WITHIN THIRTY (30) DAYS FOLLOWING WRITTEN NOTICE THEREOF FROM THE OTHER SHARING OWNER (UNLESS, WITH RESPECT TO ANY SUCH BREACH THE NATURE OF WHICH CANNOT REASONABLY BE CURED WITHIN SUCH THIRTY (30) DAY PERIOD, THE DEFAULTING OWNER COMMENCES SUCH CURE WITHIN SUCH THIRTY (30) DAY PERIOD AND THEREAFTER DILIGENTLY PROSECUTES SUCH CURE TO COMPLETION AND SUBSEQUENTLY CURES THE DEFAULT WITHIN A REASONABLE PERIOD OF TIME, NOT TO EXCEED NINETY (90) DAYS AFTER WRITTEN NOTICE THEREOF), THE NON-DEFAULTING SHARING OWNER SHALL HAVE THE RIGHT TO PERFORM SUCH OBLIGATION ON BEHALF OF SUCH DEFAULTING OWNER AND BE REIMBURSED BY SUCH DEFAULTING OWNER UPON DEMAND FOR THE REASONABLE COSTS THEREOF TOGETHER WITH A TWELVE PERCENT (12%) INTEREST, NOTWITHSTANDING THE FOREGOING TO THE CONTRARY. IF THE NATURE OF THE BREACH OF THIS SECTION PRESENTS AN IMMEDIATE RISK OF DAMAGE TO PROPERTY, INJURY TO PERSONS, OBSTRUCTION OR BLOCKAGE OF ACCESS, THE PRIOR NOTICE REQUIREMENT OF THIS SECTION SHALL NOT APPLY, AND SUCH NON-DEFAULTING OWNER SHALL BE AUTHORIZED TO TAKE IMMEDIATE STEPS TO MINIMIZE OR ELIMINATE SUCH RISK, AND BE REIMBURSED FOR THE REASONABLE COSTS THEREOF AS AFORESAID. IN SUCH EVENT, NOTICE OF SUCH ACTION SHALL BE GIVEN TO THE DEFAULTING SHARING OWNER AS SOON AS REASONABLY PRACTICABLE UNDER THE CIRCUMSTANCES.

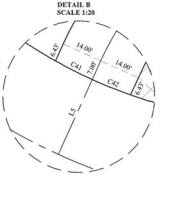
EACH SHARING OWNER SHALL HAVE AN EASEMENT TO ENTER UPON A LOT FOR THE PURPOSE OF PERFORMING ANY OBLIGATION UNDER THIS SECTION. THE SHARING OWNER IS REQUIRED TO PERFORM PURSUANT TO (B) ABOVE, BUT FAILS OR REFUSES TO PERFORM WITHIN THE APPLICABLE TIME PERIOD PROVIDED IN (B) ABOVE.

EACH SHARING OWNER HAVING RIGHTS WITH RESPECT TO AN EASEMENT OR A DRIVEWAY HEREUNDER ("INDEMNIFYING OWNER") SHALL INDEMNIFY, DEFEND AND HOLD THE APPLICABLE SHARING OWNER WHOSE LOT IS SUBJECT TO THE EASEMENT OR CONTAINS THE DRIVEWAY OR ITS PERMITTEES, (ii) ACTUAL OR ASSERTED MECHANICS' LIENS WITH RESPECT TO AN EASEMENT OR A LOT OWNED BY AN INDEMNIFYING OWNER FOR WORK PERFORMED, MATERIALS OR SUPPLIES FURNISHED AT THE REQUEST OF THE INDEMNIFYING OWNER; (iv) THE INDEMNIFYING OWNERS FAILURE TO COMPLY WITH ALL LAWS, RULES, REGULATIONS AND REQUIREMENTS OF ALL PUBLIC AUTHORITIES APPLICABLE TO THE USE OF THE EASEMENT; AND/OR (v) THE INDEMNIFYING OWNERS FAILURE TO MATERIALLY COMPLY WITH THE PROVISIONS HEREIN.

Line Table

LINE	DIRECTION	LENGTH
(01)	S27°50'00"E	1.79
(02)	S35°00'00"E	0.26
(03)	S40°12'00"E	0.26
(04)	S41°32'00"E	1.74
(05)	S40°12'00"E	21.13
(06)	S39°40'00"E	21.13
(07)	S42°17'00"E	1.74
(08)	S42°17'00"E	12.71
(09)	N75°14'00"E	12.71
(10)	N41°47'00"E	1.74
(11)	S40°12'00"E	21.13
(12)	S39°40'00"E	21.13
(13)	S41°44'00"E	1.50
(14)	S41°44'00"E	12.50
(15)	N75°14'00"E	12.50
(16)	S41°44'00"E	1.50
(17)	S41°44'00"E	20.17
(18)	S41°44'00"E	16.00
(19)	S41°44'00"E	16.00
(20)	S41°44'00"E	16.00
(21)	S41°44'00"E	16.00
(22)	S41°44'00"E	16.00
(23)	S41°44'00"E	16.00
(24)	S41°44'00"E	16.00
(25)	S41°44'00"E	16.00
(26)	S41°44'00"E	16.00
(27)	S41°44'00"E	16.00
(28)	S41°44'00"E	16.00
(29)	S41°44'00"E	16.00
(30)	S41°44'00"E	16.00
(31)	S41°44'00"E	21.07

This map is provided solely for the purpose of assisting in locating the property and Cottonwood Title Insurance Agency, Inc. assumes no liability for variation, if any, with any actual survey.



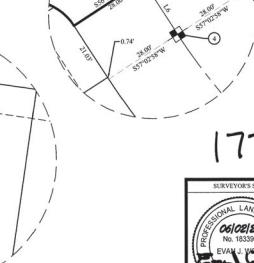
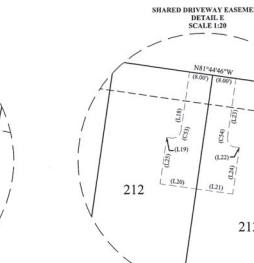
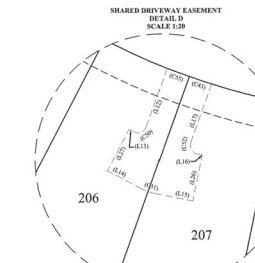
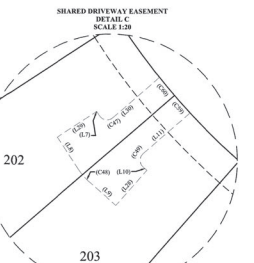
Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
(C43)	228.00	2°00'39"	8.00	N71°20'14"	8.00
(C47)	3.00	97°49'33"	5.11	S81°50'17"E	4.52
(C48)	20.00	1°37'32"	5.43	S46°40'41"E	5.41
(C49)	3.00	97°52'48"	5.12	S80°23'30"W	4.52
(C50)	3.00	97°52'48"	5.12	N68°30'27"E	4.52
(C51)	20.00	1°37'43"	5.50	S70°19'57"E	5.48
(C52)	3.00	97°52'48"	5.12	S29°18'18"E	4.52
(C53)	3.00	90°00'00"	4.71	N53°15'14"E	4.24
(C54)	3.00	90°00'00"	4.71	S36°44'46"E	4.24
(C55)	228.00	2°00'39"	8.00	N69°19'53"W	8.00
(C59)	228.00	2°00'39"	8.00	N41°09'57"W	8.00
(C60)	228.00	2°00'39"	8.00	N59°49'15"W	8.00

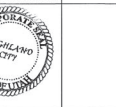
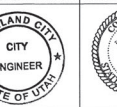
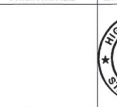
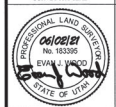
OWNER/DEVELOPER
BOYER RIDGEVIEW COMMERCIAL L.C.
101 SOUTH 200 EAST, SUITE 200
SALT LAKE CITY, UTAH 84111
(801) 521-4781
CONTACT: SPENCER MOPFAT

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
6909 S. HIGH TECH DRIVE, #200
MIDVALE, UT 84047 | TEL: (801) 352-0075
www.focuslab.com

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SHOREWOOD ALLEY
UTAH COUNTY RECORDER
C-133 as per 176-0015 SA
RECORDED FOR HIGHLAND CITY