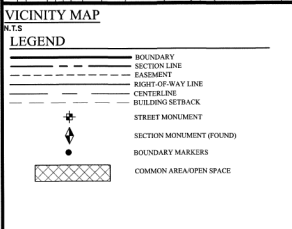


CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	23.41	323°28'	14.06	N79°34'46"W	14.06
C2	228.06	75°24'	31.36	N59°16'39"W	31.33
C3	228.06	75°24'	31.36	S69°27'39"W	31.33
C4	228.06	47°03'	27.64	N69°04'11"W	27.61
C5	228.06	47°03'	27.64	S69°14'46"W	27.61
C6	228.06	75°24'	31.36	N49°28'38"W	31.33
C7	228.06	74°33'	30.74	N36°08'48"W	30.72
C8	19.00	281°01'37"	9.34	N47°11'17"W	9.25
C9	19.00	191°12'22"	6.36	N10°23'06"W	6.33
C10	172.00	27°53'31"	43.83	S46°54'48"E	43.00
C11	114.00	249°31'	46.66	N69°31'34"E	47.71
C12	114.00	47°03'	36.69	N57°29'07"E	36.66
C13	416.00	179°52'	114.00	N57°29'52"E	114.00
C14	416.00	47°03'	46.02	N61°40'02"E	46.00
C15	416.00	47°03'	46.02	S69°09'21"E	46.00
C16	416.00	47°03'	46.02	N74°28'41"E	46.00
C17	416.00	47°03'	46.02	S89°47'01"E	46.00
C18	511.00	47°03'	56.53	S89°47'01"E	56.50
C19	511.00	47°03'	56.53	S72°28'41"W	56.50
C20	511.00	47°03'	56.53	S46°06'21"W	56.50
C21	511.00	47°03'	56.53	S46°06'21"W	56.50
C22	511.00	47°03'	56.53	S46°06'21"W	56.50
C23	172.00	179°52'	114.00	S75°29'52"E	114.00
C24	86.00	327°24'	48.83	S49°34'06"W	48.86
C25	388.00	1°03'	6.80	S73°30'33"W	6.80
C26	26.00	130°19'42"	43.64	N54°25'02"E	50.80

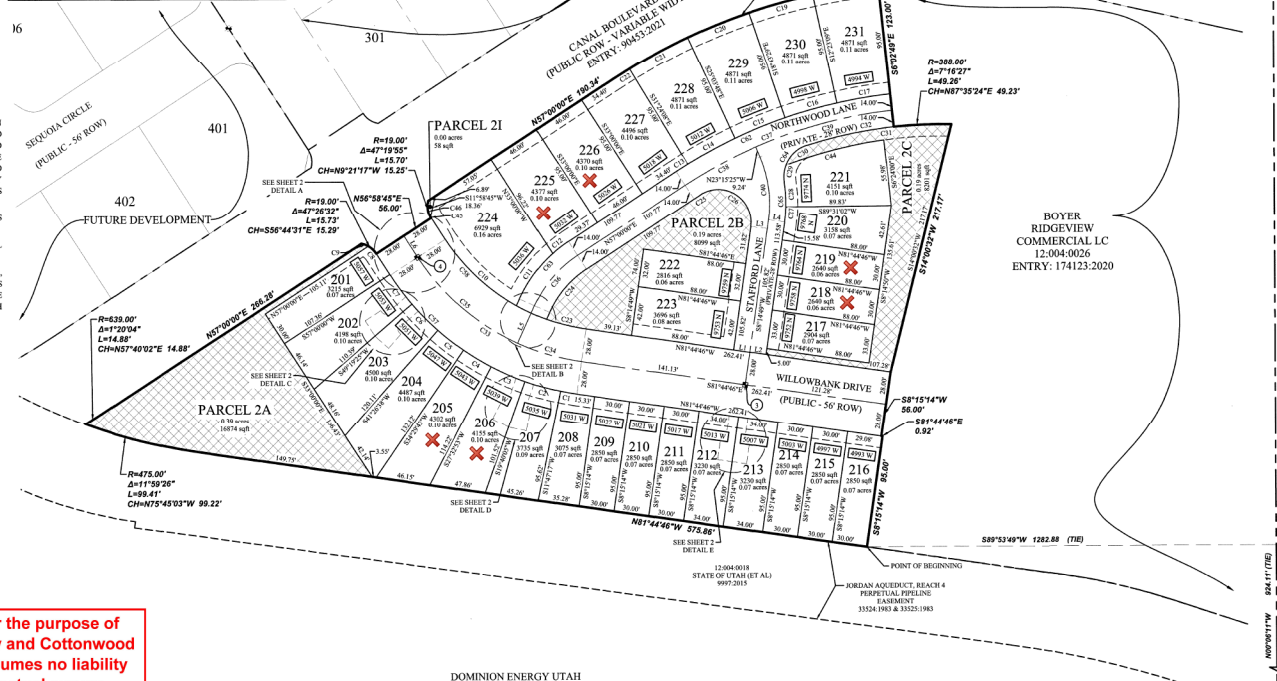
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C27	114.00	47°03'	36.69	N67°29'07"E	36.66
C28	114.00	19°50'	21.69	N69°47'43"W	21.66
C29	26.00	309°39'	14.74	S69°29'19"E	14.37
C30	26.00	51°29'	25.56	N49°14'01"E	24.81
C31	388.00	187°53'	135.11	S81°19'22"W	124.57
C32	388.00	11°30'	75.85	N79°21'09"E	75.73
C33	200.00	48°47'	170.33	S57°29'54"E	165.23
C34	200.00	61°12'	56.55	N73°16'43"W	56.37
C35	200.00	32°53'	113.77	N49°14'51"W	112.23
C36	106.00	32°21'	58.40	S49°47'40"W	56.04
C37	402.00	30°57'	189.11	S70°28'33"W	187.37
C38	402.00	94°03'	85.36	S46°25'19"E	86.28
C39	402.00	171°26'	130.75	N79°29'19"E	130.20
C40	100.00	31°54'	54.94	N67°30'14"W	54.29
C41	172.00	47°03'	14.02	S47°12'27"E	14.01
C42	172.00	47°03'	14.02	S47°12'27"E	14.01
C43	172.00	139°58'	86.22	S75°57'18"W	86.03
C44	19.00	2°58'11"	0.98	S11°29'09"E	0.98
C45	19.00	44°21'44"	14.71	S07°52'12"E	14.35
C46	19.00	44°21'44"	14.71	S07°52'12"E	14.35
C47	228.06	48°47'	194.92	N87°12'19"W	189.04
C48	172.00	47°03'	14.06	N57°29'07"E	14.21
C49	416.00	307°11'	109.68	S72°29'37"E	103.81
C50	114.00	32°24'	44.75	S49°47'40"W	43.89
C51	26.00	51°29'	25.56	N49°14'01"E	24.11
C52	114.00	10°50'	21.69	N69°47'43"W	21.66

## PLAT C RIDGEVIEW

PLANNED UNIT DEVELOPMENT  
LOCATED IN THE SE1/4 OF SECTION 1, T5S, R1E,  
SALT LAKE BASE & MERIDIAN,  
HIGHLAND CITY, UTAH COUNTY, UTAH



- NOTES**
- 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.
  - ALL PRIVATE ROADS AND COMMON AREAS WILL ALSO SERVE AS PUBLIC UTILITY EASEMENTS.
  - THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, RESOLUTIONS AND ORDINANCES.
  - THIS AREA IS SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLES. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISK INHERENT WITH LIVESTOCK.
  - NO VEHICULAR ACCESS TO CANAL BOULEVARD IS ALLOWED ALONG THE FOLLOWING LOTS: 224, 225, 227, 228, 229, 230, & 231.
  - NO VEHICULAR ACCESS TO WILLOWBANK DRIVE IS ALLOWED ALONG THE FOLLOWING LOTS: 228 & 224.
  - ALL RESIDENTIAL CONSTRUCTION WILL NEED TO MEET THE INTERNATIONAL FIRE CODE REQUIREMENTS.
  - PRIVATE ROADS ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE HOA.
  - PARCELS 2A, 2B, 2C, AND 2I ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE HOA.
  - 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.  
304 SOUTH 200 EAST, SUITE 200  
SALT LAKE CITY, UTAH 84111  
(800) 521-4781  
CONTACT: SPENCER MOFAT

**PREPARED BY**  
  
ENGINEERING AND SURVEYING, LLC  
690 S. HIGH TECH DRIVE, 2ND FLOOR  
MIDVALE, UTAH 84047, PH: (801) 352-0075  
www.focusurvey.com

**DATE:** 01/02/2020

**UTILITIES APPROVAL**

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENT MAP AS MAY BE NECESSARY BY DESIGN OR CONSTRUCTION. THE GRANTOR HEREBY PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, CONSENTS TO THE GRANTEE'S RIGHT TO REMOVE ALL OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUBLIC UTILITY EASEMENT OR TO REMOVE ALL STRUCTURES WITHIN THE PUBLIC UTILITY EASEMENT AT ANY TIME THAT MAY BE NECESSARY TO MAINTAIN OR OPERATE THE PUBLIC UTILITY EASEMENT. GRANTEE'S INTERFERENCE WITH THE USE OF THE PUBLIC UTILITY EASEMENT WITHOUT THE WRITTEN APPROVAL OF THE GRANTEE SHALL BE AT GRANTEE'S SOLE RISK.

*Wm. Spencer* 6-9-21  
REGISTERED PROFESSIONAL SURVEYOR

**DOMINION ENERGY UTAH**

QUESTAR GAS COMPANY (a Division of 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 ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR 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 (a Division of DOMINION ENERGY UTAH)  
APPROVED THIS 2 DAY OF June A.D. 2021  
BY: *Spencer Mofat*  
TITLE: *Area Const.*

**PLANNING COMMISSION APPROVAL**

APPROVED THIS 2 DAY OF June A.D. 2021 BY THE HIGHLAND CITY PLANNING COMMISSION.

*Spencer Mofat*  
DIRECTOR, COMMUNITY DEVELOPMENT

*Spencer Mofat*  
CHAIRMAN, PLANNING COMMISSION

**Line Table**

LINE	DIRECTION	LENGTH
11	S81°44'46"E	14.00
12	S81°44'46"E	14.00
13	S81°44'46"E	14.00
14	S81°44'46"E	14.00
15	S49°47'40"E	28.00
16	S27°52'12"E	21.78

**Monument Table**

#	NORTHING	EASTING
1	10.00000	36.00000
2	15.29737	9.00160
3	11.06017	6.61219
4	11.37647	6.33340

**SEAL**

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

**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, T5S, R1E,  
SALT LAKE BASE & MERIDIAN,  
HIGHLAND CITY, UTAH COUNTY, UTAH

**SEAL**

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

**SEAL**

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

DATE: 01/02/2021

FILE NO: 17731 of 2

**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 by authority of the owners that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 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: 01/02/2021

**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 Comprising all of Parcels Identified by Utah County Tax Map Numbers 12-004-0025, 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 as Entry No. 33524-1983 in the Utah County Recorder's Office, said point being N09°06'11"W 924.11 feet along the westerly line and S89°53'49"W 1282.88 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 (2) courses (1) N81°44'46"W 375.86 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°29'04" 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 639.00 feet (radius bears: N31°39'59"W) a distance of 14.88 feet through a central angle of 01°20'04" Chord: N57°40'02"E 14.88 feet; thence N57°00'00"E 266.28 feet along the arc of a non-tangent curve to the right having a radius of 19.00 feet (radius bears: S09°23'13"W) a distance of 15.73 feet through a central angle of 47°26'32" Chord: S54°43'14"E 15.29 feet; thence N56°58'45"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: N56°58'45"E) a distance of 15.70 feet through a central angle of 47°19'55" Chord: N07°11'17"W 15.25 feet; thence N57°00'00"E 190.34 feet; thence along the arc of a curve to the right with a radius of 511.00 feet a distance of 51.00 feet through a central angle of 29°57'11" Chord: N70°23'15"E 218.17 feet; thence S06°20'49"E 120.00 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 388.00 feet (radius bears: S06°20'49"E) a distance of 49.26 feet through a central angle of 07°10'27" Chord: N87°53'24"E 49.23 feet; thence S14°00'32"W 217.17 feet; thence S08°15'14"W 56.00 feet; thence S14°44'46"E 0.92 feet; thence S00°13'14"W 95.00 feet to the point of Beginning.

Contains: 438 acres +/-  
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 HEREBY AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, STREETS AND EASEMENTS AND HERON HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC PURSUANT TO UTAH CODE. IN SO DOING 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 8<sup>TH</sup> DAY OF June A.D. 2021

*Spencer Mofat*  
BOYER RIDGEVIEW COMMERCIAL, L.C., UTAH LIMITED LIABILITY COMPANY  
BY: *Spencer Mofat*  
ITS: *Spencer Mofat*  
PRINTED NAME: *Spencer Mofat*

**LIMITED LIABILITY ACKNOWLEDGMENT**

STATE OF UTAH  
S.S.  
COUNTY OF Salt Lake

ON THE 8<sup>TH</sup> day of June 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 duly sworn, acknowledged to me that he is the Manager of Boyer Ridgeview Commercial, L.C., a Utah L.L.C. and THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 08/28/2021

*Arny Burington*  
A NOTARY PUBLIC, COMMISSIONED IN UTAH RESIDING IN DAVIS COUNTY  
MY COMMISSION No. 6916614  
PRINTED FULL NAME OF NOTARY: *Arny Burington*

**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 10<sup>TH</sup> DAY OF June A.D. 2020.

*Spencer Mofat*  
APPROVED BY MAYOR  
APPROVED BY ENGINEER  
ATTEST: *Arny Burington*  
CLERK-RECORDER  
(OFFICIAL SEAL)

**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, T5S, R1E,  
SALT LAKE BASE & MERIDIAN,  
HIGHLAND CITY, UTAH COUNTY, UTAH

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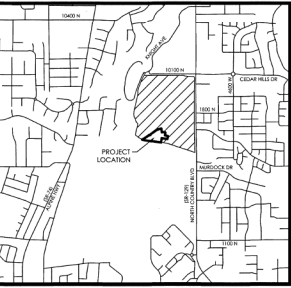
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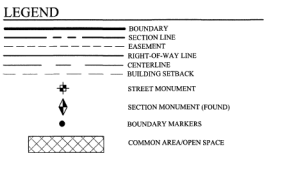
DATE: 01/02/2021

FILE NO: 17731 of 2

Sec. 1 T5S R1E S6&M J3

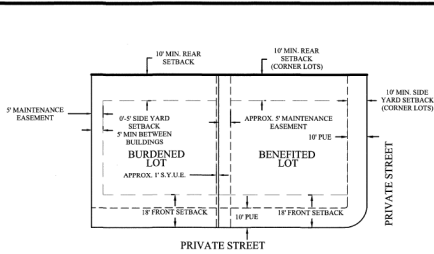


VICINITY MAP

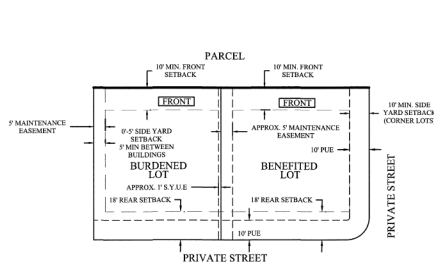


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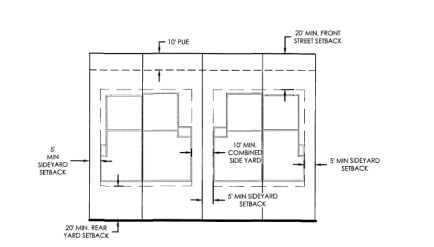
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- NO VEHICULAR ACCESS TO CANAL BOULEVARD IS ALLOWED ALONG THE FOLLOWING LOTS: 224, 225, 226, 227, 228, 229, 230, & 231. NO VEHICULAR ACCESS TO WILLOWBANK DRIVE IS ALLOWED ALONG THE FOLLOWING LOTS: 223 & 224.
- ALL RESIDENTIAL CONSTRUCTION WILL NEED TO MEET THE INTERNATIONAL FIRE CODE REQUIREMENTS.
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- PARCELS 2A, 2B, 2C, AND 2I ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE HOA.
- LOTS THAT SHARE DRIVEWAYS HAVE A RECIPROCAL SHARED ACCESS AND MAINTENANCE EASEMENT ACROSS DRIVEWAYS



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

PLAT C RIDGEVIEW PLANNED UNIT DEVELOPMENT

LOCATED IN THE SE1/4 OF SECTION 1, T5S, R1E, DATUM NAD83, SALT LAKE BASE & MERIDIAN HIGHLAND CITY, UTAH COUNTY, UTAH

**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.

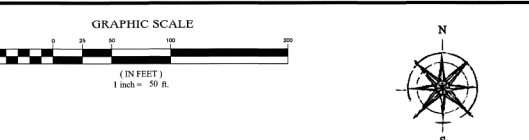
A NON-EXCLUSIVE SYUE IS GRANTED TO THE APPLICABLE USE OWNER FOR THE PURPOSE OF PROVIDING THE USE OWNER THE RIGHT AND PERMISSION TO OCCUPY, MAINTAIN (E.G. MOW, TRIM, ETC.), USE, ENJOY, PLACE PERSONALLY UPON, AND CONSTRUCT AND MAINTAIN FENCES AND OTHER IMPROVEMENTS, PROVIDED, HOWEVER: (i) THE USE OWNER SHALL NOT ALTER THE CHARACTER OF THE BURDENED LOT; (ii) THE USE OWNER SHALL NOT INSTALL ANY IMPROVEMENTS WITHIN THE USE EASEMENT AREA, NO LANDSCAPING INSTALLED WITHIN THE USE EASEMENT AREA SHALL BE OF SUCH HEIGHT AS TO OBSTRUCT THE STRUCTURE LOCATED UPON THE BURDENED LOT, NO GARBAGE, REFUSE, RUBBISH OR CUTTINGS, TRASH AND REFUSE CONTAINERS SHALL BE DEPOSITED OR KEPT WITHIN THE USE EASEMENT AREA, NO TANKS OF ANY KIND, EITHER ELEVATED OR BURIED, SHALL BE ERRECTED, PLACED OR PERMITTED UPON ANY USE EASEMENT AREA, INCLUDING BUT NOT LIMITED TO BARBERIC, DRILL TANKS; (iii) THE USE OWNER SHALL NOT ENTER, AND SHALL KEEP TRASH AND DEBRIS FROM ENTERING, ANY WINDOW WELLS; (iv) 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; (v) 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; (vi) THE USE OWNER SHALL NOT IN ANY WAY ADVERSELY IMPACT THE RESIDENCE LOCATED ON THE BURDENED LOT, OR THE SIMILARITY IN HEIGHT THEREOF; (vii) 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 AS ORIGINALLY INSTALLED (E.G. 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 CAUSES EXPANSION OR SHRINKING 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, SHRUBS OR FOLLAGE 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 THE 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 RECORDER'S OFFICE OF UTAH COUNTY, UTAH.

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.

A NON-EXCLUSIVE MAINTENANCE EASEMENT IS ESTABLISHED IN ORDER TO ENSURE THE MAINTENANCE OWNER IS ABLE TO MAINTAIN AND REPAIR ITS RESIDENCE WHICH CANNOT PRACTICALLY OR ECONOMICALLY COMPLETE FROM OTHER PORTIONS OF THE BURDENED LOT. THE MAINTENANCE OWNER SHALL HAVE THE RIGHT OF NOTICE AND DURING REPAIRS OR UNLESS AN EMERGENCY OTHERWISE DICTATES OTHERWISE), TO ENTER UPON SO MUCH OF THE AREA COVERED BY THE MAINTENANCE EASEMENT AS IS REASONABLY NECESSARY TO MAINTAIN OR REPAIR HIS RESIDENCE OR TO INSTALL LANDSCAPING AND AN IRRIGATION SYSTEM. THE MAINTENANCE OWNER SHALL BE RESPONSIBLE FOR MAINTAINING MAINTENANCE OWNERS 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 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 HIS 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 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 ADJUTING THE COMMON BOUNDARY LINE BETWEEN TWO LOTS AS DEPICTED HEREON ("ADJUTING OWNERS") AND THEIR TENANTS, OCCUPANTS, INVITES, 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 ADJUTING AND FURNISHING LEGAL ACCESS TO THE LOTS, SUBJECT TO THE FOLLOWING:  
A. 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 ENCRACH BY NO MORE THAN ONE FOOT (1') INTO OR UPON ANOTHER SHARING OWNER'S LOT.  
B. 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 CAUSE 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 EDGELINE AND THE SURFACE OF THE DRIVEWAY AREAS; (ii) REMOVING ALL PARKS, 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 HEALTHY CONDITION; AND (v) PERFORMING ANY SUCH OTHER DUTIES AS ARE NECESSARY TO MAINTAIN SUCH DRIVEWAY IN A REASONABLE CONDITION. ONCE CONSTRUCTED, IN THE EVENT OF ANY DESTRUCTION TO OR DAMAGE OF 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 CONDITION PRIOR TO DAMAGE OR DESTRUCTION. 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.  
C. EACH SHARING OWNER SHALL HAVE AN EASEMENT TO ENTER UPON A LOT FOR THE PURPOSE OF PERFORMING ANY OBLIGATION UNDER THE OTHER 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.

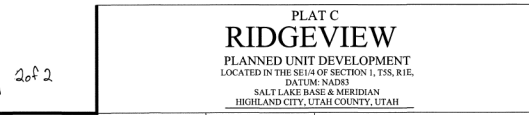
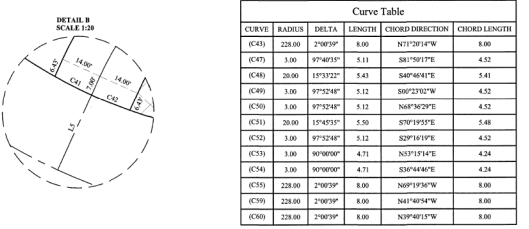
Line Table

LINE	DIRECTION	LENGTH
(07)	S10°00'00"E	1.79
(08)	S10°00'00"E	16.26
(09)	N48°52'29"W	12.26
(10)	N48°52'29"W	1.74
(11)	N48°52'29"W	21.15
(12)	N48°52'29"W	21.15
(13)	S22°00'00"E	1.74
(14)	S22°00'00"E	12.71
(15)	N73°24'36"W	12.71
(16)	N73°24'36"W	1.74
(17)	N48°52'29"W	21.15
(18)	S81°54'48"E	20.17
(19)	S81°54'48"E	1.50
(20)	S81°54'48"E	12.50
(21)	N81°54'48"W	1.50
(22)	N81°54'48"W	1.50
(23)	S81°54'48"W	20.17
(24)	S81°54'48"W	16.00
(25)	N81°54'48"E	16.00
(26)	S11°47'37"W	16.00
(27)	N31°53'57"E	16.00
(28)	N41°48'54"W	16.00
(29)	N31°53'57"E	16.00
(30)	N31°53'57"E	21.67

D. EACH SHARING OWNER HAVING RIGHTS WITH RESPECT TO AN EASEMENT OR A DRIVEWAY HEREUNDER ("INDENTIFYING OWNER") SHALL INDEMNIFY, DEFEND AND HOLD THE APPLICABLE SHARING OWNER WHOSE LOT IS SUBJECT TO THE EASEMENT OR CONTAINS THE DRIVEWAY OR PERMITTEES, FROM AND AGAINST ALL CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO: (i) ACCIDENTS, INJURIES, LOSS, OR DAMAGE OF OR TO ANY PERSON OR PROPERTY ARISING FROM OR IN ANY MANNER RELATING TO THE USE BY THE INDENTIFYING OWNER OR ITS PERMITTEES OF ANY EASEMENT OR OTHER DRIVEWAY; (ii) EXERCISE OF ANY REMEDY EXCEPT AS MAY RESULT FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE INDENTIFYING WHOSE LOT IS SUBJECT TO THE EASEMENT OR CONTAINS THE DRIVEWAY OR ITS PERMITTEES; (iii) ACTUAL OR ASSERTED MECHANIC'S LIENS WITH RESPECT TO AN EASEMENT OR A LOT OWNED BY AN INDEMNITIES FOR WORK PERFORMED, MATERIALS OR SUPPLIES FURNISHED AT THE REQUEST OF THE INDENTIFYING OWNER; (iv) THE INDENTIFYING OWNER'S 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 INDENTIFYING OWNER'S FAILURE TO MATERIALLY COMPLY WITH THE PROVISIONS HEREIN.

Curve Table

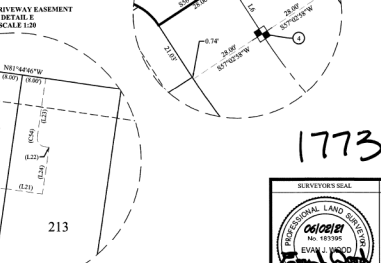
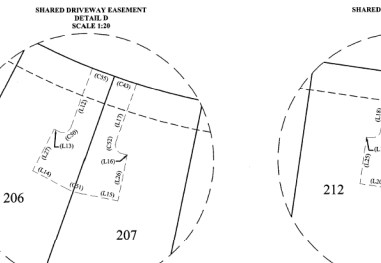
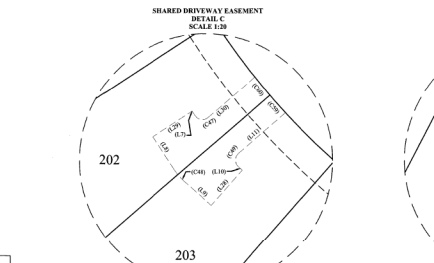
CURVE	RADIUS	DELTA	LENGTH	CURVE DIRECTION	CHORD LENGTH
(C43)	228.00	2°00'59"	8.00	N17°01'47"W	8.00
(C47)	1.00	97°40'31"	5.11	S81°50'17"E	4.52
(C48)	20.00	13°32'22"	5.43	S48°48'41"E	5.43
(C49)	1.00	97°32'48"	5.12	S00°23'02"W	4.52
(C50)	1.00	97°32'48"	5.12	N48°38'29"E	4.52
(C51)	20.00	13°45'15"	5.50	S70°19'55"E	5.48
(C52)	1.00	97°32'48"	5.12	S27°18'18"E	4.52
(C53)	1.00	90°00'00"	4.71	N53°18'14"E	4.24
(C54)	1.00	90°00'00"	4.71	S30°44'42"E	4.24
(C55)	228.00	2°00'59"	8.00	N69°19'56"W	8.00
(C59)	228.00	2°00'59"	8.00	N41°48'54"W	8.00
(C60)	228.00	2°00'59"	8.00	N39°40'15"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 MOFAT

PREPARED BY  
**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
698 S. HIGH TECH DRIVE, #200  
MOUNTAIN VIEW, UT 84040  
www.focusna.com

2 OF 2  
01/02/2020



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SURVEYOR'S SEAL: FOCUS ENGINEERING AND SURVEYING, LLC  
NOTARY PUBLIC SEAL: [Notary Name]  
HIGHLAND CITY ENGINEER SEAL: HIGHLAND CITY  
HIGHLAND CITY RECORDER SEAL: HIGHLAND CITY  
COUNTY RECORDER SEAL: UTAH COUNTY

ENR 108371-2021 Rev 1 1771  
HIGHLAND CITY, UTAH COUNTY, UTAH  
RECORDED FOR HIGHLAND CITY