

When recorded return to:  
Miller Harrison, LLC  
5292 S. College Drive, Suite 304  
Murray, UT 84123

13923906 B: 11323 P: 9721 Total Pages: 12  
03/31/2022 04:50 PM By: salvarado Fees: \$40.00  
AGREE- AGREEMENT  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: TRULY TITLE, INC. - UTAH  
6965 S UNION PARK CTR STE 180MIDVALE, UT 840476019

## **AMENDED AND RESTATED EASEMENT AND ROAD MAINTENANCE AGREEMENT**

This EASEMENT AND ROAD MAINTENANCE AGREEMENT (the "**Agreement**") is entered into by the undersigned property owners of Jefferson Court subdivision in Midvale City, Utah ("**Jefferson Court**").

### **RECITALS**

- A. This Agreement is intended to amend and restate, in its entirety, the Road Maintenance Agreement recorded in the Office of the Salt Lake County Recorder at entry number 13669167 on May 20, 2021, Book 11177 pages 8126 – 8134.
- B. There are four lots in Jefferson Court, which are more fully described in the plat map attached hereto as Exhibit A (collectively the "Lots" and individually a "Lot").
- C. LeBaron Company, LLC, a Utah limited liability company, is the owner of lot 101 of Jefferson Court.
- D. JLF Investments, LC, is the owner of Lots 102 and 103.
- E. Frank Anthony LeBaron-Coates ("LeBaron-Coates") is the owner of Lot 104.
- F. All the Lots are subject to the covenants and provisions of this Agreement.
- G. Lots 102, 103, and 104 (the "Benefited Lots") will share a private right of way, depicted on the recorded plat map, to be known as Kalli Grove Lane. Exhibit A.
- H. The private right of way is located across portions of all Lots in the Subdivision. The owner/s of the Lots desire to grant all other owners and their successors and assigns, a perpetual Easement over the private right of way for the purposes provided herein.
- I. The owner/s desire to further define the rights and obligations of each owner, and to establish an agreement for the maintenance, repair and upkeep of the private right of way.
- J. The owners understand and agree that the covenants and arrangements set forth in this Agreement are for the mutual benefit of the owners of all the Lots, and such rights and obligations shall run with the land and be binding on the owner/s successors.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual obligations, and conditions set forth herein, the owner/s agree as follows:

**COURTESY RECORDING**  
**NOTE:** This document is being recorded solely as a courtesy by Truly Title. No representations are made as to the accuracy or validity of said document.

## **AGREEMENT**

1. Grant of Easement. Subject to the rights and restrictions set forth in this Agreement, JLF Investments, LC, LeBaron Company, LLC, and LeBaron-Coates as the separate and distinct owners of each individual Lot, hereby grant and convey to all other owners of the Lots, in their capacity as real property owners of the Lots described in Exhibit A, a permanent and nonexclusive easement over and across Kalli Grove Lane for ingress, egress, and utilities. This Easement is granted for the right, benefit, and use of the owners of Lots and their family, tenants, guests, managers, lessees, and invitees, subject to the provisions of this Agreement. Notwithstanding anything else to the contrary herein, the owner of Lot 101 shall have no duty or liability associated with its grant of easement hereunder and the owners of the Benefited Lots shall indemnify, hold harmless, and defend the owner of Lot 101 against any claim or liability that may be asserted against Lot 101 associated with or arising out of this grant of easement, the use, maintenance, repair, or replacement of the Easement Area (defined below), including without limitation, all attorney's fees and costs.

2. Legal Description of Easement Area. The Easement Area is depicted as Kalli Grove Lane, a private street, on the plat map attached hereto as Exhibit A ("Easement Area").

3. Maintenance, Repair, and Replacement. The owners of the Benefited Lots (or their successors or assigns) shall have the right and obligation to maintain, repair, and replace the Kalli Grove Lane private right of way improvements located within the boundaries of the Easement Area, and all costs associated therewith ("Easement Costs"). Notwithstanding the foregoing, each individual lot owner shall be exclusively responsible for the maintenance and repair of their own driveway and for the winter maintenance and snow removal from all sidewalk in each owner's Lot. The Easement Area shall be kept in good condition and repair and in accordance with all applicable laws, ordinances, and governmental requirements. The Easement Area shall be deemed to be in good condition and repair if any crack exceeding one inch at its widest part is sealed and all potholes exceeding one inch in depth are filled, prior to the first day of Winter each year. Should any relevant government authority issue a notice to all Benefited Lot owners that the Easement Area is in need of maintenance or repair and the Benefited Lot owners fail to initiate, or contract for, such repairs within six months of the notice, the government authority is granted express authority to make only such repairs as are necessary to repair damage or deterioration of the Easement Area and seek reimbursement from each Benefited Lot owner for their proportionate share of the actual costs of such repairs. A relevant government authority which incurs actual costs to repair the Easement Area in compliance with this provision may record a lien against a Benefited Lot for the outstanding balance of the proportionate share of such repair if such share has not been paid in full within 60 days of the Benefited Lot owner's receipt of the invoice. The cost to repair any improvements within the Easement area that are damaged, disturbed, or otherwise harmed due to the negligence or intentional acts of an owner or the negligence or intentional acts of an owner's contractors, employees, family, tenants, guests, managers, lessees, and invitees, shall be borne solely by such owner and may be repaired and invoiced

as provided for herein without prorating the cost of such repair amongst the other Benefited Lot owners.

4. Procedure to Repair or Maintain. When the need arises for repair or maintenance of the Easement Area, the owner asserting the need for such repair or maintenance shall comply with the following notice procedures prior to performing any repair:

- (a) Notice of Repair. An owner discovering the need for repair or maintenance to the Easement Area shall notify the other Benefited Lot owners and shall submit to them the estimated cost of the repair prior to performing any repairs or incurring any costs. The notified owners shall have thirty (30) days to conduct their own investigation into the need for the repair and the estimated costs. If a Benefited Lot owner does not dispute the need for repair or the estimated repair costs, then such owner shall contribute his/her proportional obligation of the cost to repair within thirty (30) days of receiving the notice. If an owner disputes the need for repair or the estimated costs, then such owner shall follow the Dispute Resolution procedures outlined in Paragraph 5 below. After the expiration of thirty (30) days from notifying the other Benefited Lot owners, an owner may endeavor to repair the Easement Area and seek reimbursement from the other Benefited Lot owners as provided herein.
- (b) Failure to Dispute. If a Benefited Lot owner receives notice regarding the need to repair the Easement Area and fails to contest the contents of the repair notice according to the Dispute Resolution procedures in Paragraph 5 below, within thirty (30) days of receiving the repair notice, then such owner shall have waived her/his/their/its right to dispute the contents of the repair notice and shall be obligated to the other Benefited Lot owner(s) for her/his/their/its proportion of the repair costs.
- (c) Failure to Notify. If an owner, or government authority, incurs costs to repair the Easement Area and fails to notify the Benefited Lot owners prior to incurring such costs as required above, then such owner, or government authority, shall not be entitled to recover the costs of repair or replacement from the Benefited Lot owners.

5. Snow Removal. For the benefit and convenience of the Benefited Lot owners, the owner of Lot 104 shall have the right, but not the obligation, to facilitate or coordinate the snow removal along Kalli Grove Lane as provided for herein. Each year, the owner of Lot 4 shall have the right to obtain snow removal bid/s for the removal of snow on Kalli Grove Lane. The owner of Lot 104 should obtain and present to the Benefited Lot owners at least two quotes, or if the contractor who provided snow removal services the prior year is to be used, a single quote may be presented to the Benefited Lot owners. The Benefited Lot owners shall have thirty (30) days from receipt of a quote or quotes from the owner of Lot 104 to obtain

and present less expensive quote from a licensed and insured snow removal contractor. If no additional quotes are provided by the owners of Lots 102 or 103 within the thirty (30) days, then the owner of Lot 104 is authorized to contract, on behalf of the Benefited Lot owners for a season of snow removal. If a less expensive quote is submitted by an owner of Lots 102 or 103, and not objected to by another Benefited Lot owner with seven (7) days of receipt, the owner submitting the less expensive quote shall contract on behalf of the Benefited Lot owners for a season of snow removal. If the owner of Lot 104 sends quote/s to the Benefited Lot owners by October 1<sup>st</sup> of any year, another Benefited Lot owner may provide such notice to other Benefited Lot owners instead. If no contractor is selected and hired under this provision, then each Benefited Lot owner shall cause the removal of snow from that portion of Kalli Grove Lane that crosses her/his/their/its Lot.

6. Third-Party Beneficiaries. Notwithstanding anything else to the contrary herein, any contractor who performs requested maintenance, repair, or replacement services in the Easement Area, including a snow removal contractor, shall be an intended third-party beneficiary under this Agreement and shall be entitled to invoice each Benefited Lot owner directly for her/his/their/its one third share of the invoiced cost of services or materials. Any such contractor shall be entitled to initiate a collection action against any Benefited Lot owner that fails to pay her/his/their/its proportionate share within 60 days of such owner being invoiced by the contractor. The prevailing party in any collection action initiated under this provision, shall be entitled to an award of their reasonable attorney fees and costs incurred.

7. Dispute Resolution. If any dispute arises in connection with the maintenance, repair, or replacement of the Easement Area, or otherwise arising out of this Agreement, the following procedures shall apply:

- (a) The Benefited Lot owners shall meet in good faith and attempt to resolve such dispute amicably. In doing so, the owner initiating a claim or dispute with another owner(s) shall first notify the Benefited Lot owners in writing stating plainly and concisely: (i) the nature of the claim, (ii) the basis of the claim, (iii) the proposed remedy, and that the adverse party shall have thirty (30) days to resolve the claim.
- (b) In the event that the dispute is not resolved within thirty (30) days following the notice required in subsection (a) above, the dispute shall be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. The parties in the dispute must reach an agreement before any mediation settlement is binding. If mediation fails, then the disputing parties may proceed with any other legal remedy available, including the commencement of a legal action. Mediation is an absolute condition precedent to the filing of any legal action related to or arising out of this Agreement. As an

additional or alternate remedy, if the dispute arises from a disagreement regarding the need to repair the Easement Area, the owner asserting the need to repair, after unsuccessful mediation, may elect to bring the repair and maintenance issue, along with this Agreement, to the attention of a relevant government authority and request notice be sent to the Benefited Lot owners by the government authority under Paragraph 3. Any attorney's fees and costs incurred by a Benefited Lot owner through mediation and prior to the filing of a legal action, shall be the responsibility of such owner.

8. Notice. An owner giving any notice ("Notice") pursuant to this Agreement shall give Notice in writing by: (a) by e-mail to a known email address of another Lot owner, with a required delivery receipt to sender; (b) by Certified Mail, signature required to the mailing address of such Lot; or (c) personal delivery of the notice a person of suitable age and discretion who resides on the Lot. Notices delivered by e-mail are deemed to have been received as of the time and date stamp on the delivery receipt to sender. Notices delivered by Certified Mail are deemed to have been received as of the time and date on the signed receipt. Notices delivered personally are deemed delivered at the time of physical delivery.

9. Cost Allocation. The owners of the Benefited Lots shall track all costs incurred in the maintenance, repair, and replacement of the Easement surfaces. Except as otherwise provided for herein, each Benefited Lot owner shall be allocated an equal one third share of the Easement Costs. All Benefited Lot owners shall have the right to inspect all the Easement Cost records and invoices.

10. Payment of Costs. Any owner who duly incurs Easement Costs, may invoice the other Benefited Lot owners for reimbursement of their proportional share of the actual amount of the Easement Costs. Each Benefited Lot owner is responsible for a proportional share of one third of any Easement Costs incurred in compliance with this Agreement.

11. Default. An owner (or any successor owner of their respective Lot) that fails to pay their proportionate share of the Easement Costs within 30 days after receipt of an invoice from an owner who duly incurred Easement Costs shall be in default under this Agreement. All outstanding balances in default shall accrue interest at 12% per annum, plus any additional late fees, penalties, or interest incurred as a result of the default in payment. If an owner (or any successor owner of their respective Lot) fails to pay their proportionate share of the invoiced Easement Costs for more than 60 days, then the invoicing owner shall have a lien against the Lot in default and may file a notice of lien against the Benefited Lot of the delinquent owner, pursue a legal action to personally recover delinquent amounts from the defaulting owner (or their successor) to the fullest extent permitted by law, or both file a notice of lien and pursue legal remedies.

12. Restriction on Use. No owner of a Lot, nor any of their successors or assigns shall place any obstruction to or upon the private right of way, except as is necessary in

connection with the owner's maintenance, repair, and replacement obligations, or unless as agreed to by the owners of three of the four Lots.

13. Term. The restrictions, covenants, and obligations in this Agreement are for the benefit of each Lot in Jefferson Court and shall inure to and pass with each and every Lot and shall run with the land and shall apply to and bind the respective successors in interest of owners of the Lots. Each owner of a Lot, by acceptance of a deed in Jefferson Court, whether or not it shall be so expressed in such deed, is deemed to have accepted all of such restrictions, covenants, and obligations and agrees to contribute their proportional share of the Easement Costs as outlined herein. Each Lot owner hereby agrees that such Easement Costs shall be a charge on the land and shall be a continuing lien upon the Benefited Lot of any owner who has failed to contribute their proportional share of repair or replacement costs. In accordance with this agreement, Benefited Lot owners shall be entitled to record a lien against a Benefited Lot whose owner fails to pay their proportional share of repair or replacement costs. Each Benefited Lot owner's share of the Easement Costs shall also be the personal obligation of the person(s) who was the owner of such Benefited Lot at the time when the maintenance, repair, or replacement occurred. Subject to the Dispute Resolution section set forth above, each owner shall have the right to pursue a legal action to personally recover from delinquent Lot or Lot owner to the fullest extent permitted by law.

14. Modification/Termination. This Agreement may be amended upon written agreement by all of the owners of the Lots or their successors in interest. Any amendment shall be effective upon recording with the Salt Lake County Recorder. Notwithstanding the foregoing, this Agreement may not be terminated in its entirety without the creation of an adequate legal instrument ensuring the maintenance of the Easement Area, as required in Paragraph 3 above, or the acceptance by a municipality of a dedication of the Kalli Grove Lane right of way.

15. Indemnification. Each owner of a Lot shall indemnify, defend, and hold harmless the other owners of Lots, their guests, directors, officers, agents, and families against any actions, suits, proceedings, liabilities, and damages which may result from the negligent acts or omissions of that owner, their contractors, employees, officers, agents, guests, tenants, or employees in connection with this Agreement including without limitation defense costs, attorney, and expert witness fees. Notwithstanding the foregoing, nothing herein shall be construed to require an owner to indemnify a second owner from any claims arising from the sole negligence or willful misconduct of the second owner. The owners of the Lots mutually agree that the indemnification obligations in this Section shall only be provided for the benefit of owners of the Lots and at no time and under no circumstance, shall these indemnification obligations be assigned, transferred, assumed or otherwise made enforceable for the benefit of another third-party person or entity.

16. Insurance. Each owner of a Lot is responsible to obtain their own property or general liability insurance policy for their home, lot and the Easement Area for their own benefit, and as they reasonably deem necessary.

17. Relationship of Parties. Nothing in this Agreement shall cause to form or constitute a partnership, joint venture, or homeowners association by the Lot owners between the Lot owners, and this Agreement is an arms-length arrangement between independent Lot owners.

18. Establishment of a Manager or Business Entity. Notwithstanding the foregoing, nothing herein shall be interpreted to preclude the owners of the Benefited Lots from unanimously agreeing to hire a property management company or forming a non-profit business entity, to facilitate the fulfillment of this Agreement, including, but not limited to, accepting payments, seeking legal recourse under this Agreement, and/or entering into contracts on behalf of the Benefited Lot owners.

19. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the owner or owners of the Lots, their successors, and permitted assigns. Each Lot owner is deemed to have accepted all of such restrictions, covenants and obligations and each Benefited Lot owner agrees to contribute their one third proportional share of the Easement Costs.

20. Governing Law and Disputes. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah. Jurisdiction for disputes shall be brought in the Third Judicial District Court of Salt Lake County, State of Utah.

21. No Waiver. Failure by any Lot owner to enforce any restriction or provision of this Agreement shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other restriction or provision.

22. Attorney Fees. If an action is brought by any Lot owner in respect to their rights under this Agreement, the prevailing party will be entitled to their reasonable attorney fees and costs and other reasonable enforcement costs incurred. Notwithstanding the foregoing, a first materially breaching party shall not be entitled to prevailing party status.

23. Severance. Should any provisions of this Agreement, at any time, be in conflict with any law, rule, or regulation, or be unenforceable for any reason, then such provision shall continue in effect only to the extent that it remains valid. In the event any provision of this Agreement becomes less than operative, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

24. Headings. The headings, titles, and subtitles used in this Agreement are for ease of reference only and shall not control nor affect the meaning or construction of any provision hereof.

25. Ratification. Each individual executing this Agreement as a manager or member of a limited liability company represents and warrants that he/she has the authority to execute this agreement.

26. Recordation. This Agreement shall be recorded in the official records of the Salt Lake County Recorder.

27. Effective Date. This Agreement and any amendment hereof shall take effect upon its filing in the office of the Salt Lake County Recorder.

*\*\*\* Signature Pages to Follow \*\*\**




**IN WITNESS WHEREOF**, Frank LeBaron, on behalf of LeBaron Company, LLC, a Utah limited liability company, as owner of Lot 101 of the Jefferson Court Subdivision, has executed this Agreement this 30<sup>th</sup> day of March, 2022.

**LeBaron Company, LLC**

  
By: Frank LeBaron

**IN WITNESS WHEREOF**, Frank LeBaron, on behalf of JLF Investments LC, a Utah limited liability company, as owner of Lot 102 and Lot 103, of the Jefferson Court Subdivision, has executed this Agreement this 30<sup>th</sup> day of March, 2022.

**JLF Investments LC**

  
By: Frank LeBaron


STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

On the 30<sup>th</sup> day of March 2022, personally appeared before me Frank LeBaron, the signer of the foregoing instrument, who proved on the basis of satisfactory evidence to be the person authorized to sign for JLF Investments, LC, and LeBaron Company, LLC, and that he did separately execute the foregoing instrument for and on behalf of JLF Investments, LC, and LeBaron Company, LLC.

Notary Public: 



**IN WITNESS WHEREOF**, Frank Anthony LeBaron-Coates, as owner of Lot 104 of the Jefferson Court Subdivision, has executed this Agreement this 30 day of MARCH, 2022.

  
By: Frank Anthony LeBaron-Coates

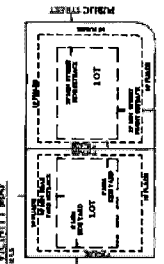
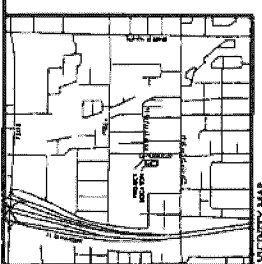
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 30<sup>th</sup> day of MARCH 2022, personally appeared before me Frank Anthony LeBaron-Coates, the signer of the foregoing instrument, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged that he executed the same.

Notary Public: 



**JEFFERSON COURT**  
SUBDIVISION  
LOCATED IN THE SIZE OF SECTION 15, T1S, R1W,  
SALT LAKE COUNTY, UTAH

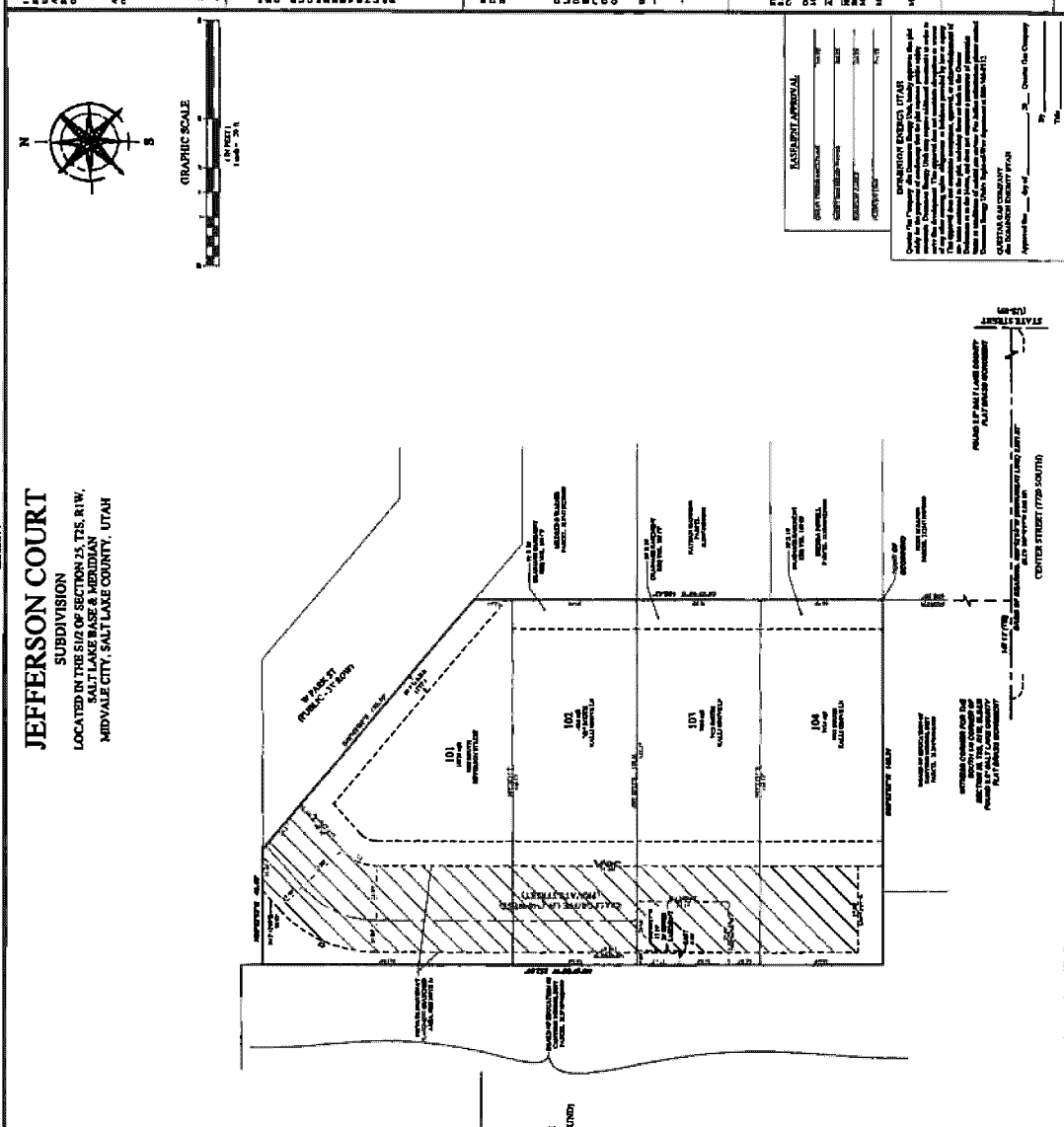


- LEGEND**
- SECTION LINE
  - BUILDING SETBACK
  - RIGHT-OF-WAY LINE
  - EXISTING PROPERTY LINE
  - SECTION MONUMENT (ROUND)
  - BOUNDARY MARKERS

**NOTE:**  
1. THE PLAT IS PREPARED BY THE ENGINEER AND SURVEYOR AND IS BASED ON THE SURVEY AND FIELD DATA PROVIDED BY THE CLIENT. THE ENGINEER AND SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE PLAT. THE ENGINEER AND SURVEYOR HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREA AND HAS FOUND NO EVIDENCE OF ENCUMBRANCES, EASEMENTS, OR OTHER INTERESTS THAT WOULD AFFECT THE PLAT.

Corner Table		Corner Type	Corner Point
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24

PLAT PREPARED BY  
**FOCUS ENGINEERING AND SURVEYING, LLC**  
1400 W. 1000 S. SUITE 200, SALT LAKE CITY, UT 84119  
PHONE: 801-488-8888



**FOR REVIEW**

**BOUNDARY DESCRIPTION**  
The following is a description of the boundaries of the lots shown on this plat, as shown by the survey and field data provided by the client. The boundaries are shown by solid lines, and the lot numbers are shown by numbers in the center of each lot. The boundaries are shown by solid lines, and the lot numbers are shown by numbers in the center of each lot.

**GENERAL INFORMATION**  
The plat is prepared by the engineer and surveyor and is based on the survey and field data provided by the client. The engineer and surveyor has conducted a visual inspection of the property and has found no evidence of encumbrances, easements, or other interests that would affect the plat. The engineer and surveyor has also conducted a visual inspection of the surrounding area and has found no evidence of encumbrances, easements, or other interests that would affect the plat.

**LIMITED LIABILITY ACKNOWLEDGMENT**  
I, the undersigned, being duly sworn, depose and say that I am the engineer and surveyor who prepared this plat, and that I am a duly licensed engineer and surveyor in the State of Utah. I depose and say that I have read the contents of this plat and that I know the contents of this plat. I depose and say that I have read the contents of this plat and that I know the contents of this plat.

**JEFFERSON COURT SUBDIVISION**  
SALT LAKE COUNTY, UTAH

**RECORDED #** \_\_\_\_\_  
**FILE #** \_\_\_\_\_

**APPROVED AS TO FORM** \_\_\_\_\_  
**APPROVED AS TO MERIT** \_\_\_\_\_

**APPROVED AS TO MERIT** \_\_\_\_\_  
**APPROVED AS TO FORM** \_\_\_\_\_

**APPROVED AS TO FORM** \_\_\_\_\_  
**APPROVED AS TO MERIT** \_\_\_\_\_

**APPROVED AS TO MERIT** \_\_\_\_\_  
**APPROVED AS TO FORM** \_\_\_\_\_

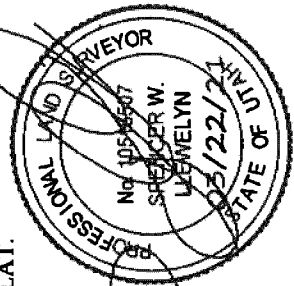
**APPROVED AS TO MERIT** \_\_\_\_\_  
**APPROVED AS TO FORM** \_\_\_\_\_

DESCRIBED BELOW IN ACCORDANCE WITH SECTION 17-25-11, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

**JEFFERSON COURT  
SUBDIVISION**

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

03/22/2021  
Date



*[Signature]*  
Spencer W. Llewellyn  
Professional Land Surveyor  
Certificate No. 10516507

**BOUNDARY DESCRIPTION**

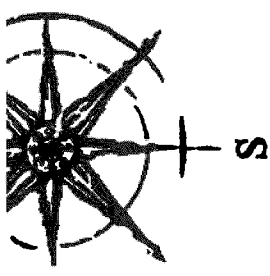
All of that real property described in Deed Entry No. 12484639 of the Official Records of Salt Lake County, being all of Lots 11-17 EASTVALE ADDITION, according to the Official Plat thereof recorded April 29, 1918 in Book H of Plats at Page 5 in the Office of the Salt Lake County Recorder, and that portion of Jordan Avenue and Park Street vacated by Ordinance No. 2020-O-16, recorded as Entry No. 13417871 of the Official Records of Salt Lake County, located in the S1/2 of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Northeast Corner of Lot 10, Block 3, EASTVALE ADDITION, according to the Official Plat thereof recorded April 29, 1918 in Book H of Plats at Page 5 in the Office of the Salt Lake County Recorder, located N89°52'55"E 147.12 feet and North 608.89 feet from the Witness Corner for the South 1/4 Corner of Section 25, T2S, R1W, SLB&M (Basis of Bearing: S89°52'55"W along the Monument line of Center Street between the Witness Corner for the South 1/4 Corner of Section 25, T2S, R1W, SLB&M and the Intersection Monument located in the Intersection of Center Street and State Street); thence S89°52'55"W along the Northerly line of said lot 148.31 feet to the Easterly line of lands of The Board of Education of Canyons School District said line also being the Westerly line of said EASTVALE ADDITION; thence N00°07'05"W along said line 252.09 feet to the Southerly line of a 1.0 foot wide reserved strip as shown on said EASTVALE ADDITION; thence N89°52'55"E along said strip 46.49 feet; thence S49°43'05"E to and along the Northeasterly line of Lot 17 of said Block 3, EASTVALE ADDITION 133.70 feet to the Northwest Corner of Lot 18 of said Block 3, EASTVALE ADDITION; thence S00°07'05"E along the Westerly line of said lot 165.43 feet to the point of beginning.

Contains: 32,976 square feet or 0.76 acres +/-

**OWNER'S DEDICATION**

KNOWN ALL BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF THE



**GRAPHIC SCALE**



(IN FEET)  
1 inch = 20 ft.