

When recorded return to:
Petersen Farms
6926 S 475 E
South Weber, Utah 84405

**DECLARATION of
COVENANTS, CONDITIONS and RESTRICTIONS
for the PETERSEN FARMS PUD Phase 1 and 2**

13-018-0097

13-371-0101 thru 0111

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This declaration of Covenants, Conditions and Restrictions for the Petersen Farms PUD ("Declaration") is made and executed by Petersen Farms, LLC, a Utah limited liability company ("Declarant").

RECITALS:

- A. **Name of Project and Description of Land.** The subdivision that is the subject of this Declaration shall be known as the Petersen Farms PUD Phase 1 and 2 ("Project"), and is situated in and upon that certain real property ("Subject Land") located in Davis County, State of Utah, as specifically described in Exhibit "A" attached hereto and incorporated herein by this reference. Declarant has prepared and shall record in the office of the County Recorder for Davis County, State of Utah, a plat map for Petersen Farms Phase 1 and 2 ("Plat").
- B. **Intent and Purpose.** Declarant, by recording this Declaration, does so for the purpose of (1) creating a development for the use and enjoyment of the Owners of the Lots; and (2) to impose upon the Subject Land mutually beneficial restrictions under a general plan of improvement for the benefit of all Lots within the Project and Owners thereof.

Article I Definitions

- 1.1 **Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.
- 1.2 **Declarant** shall mean Petersen Farms, LLC, a Utah limited liability company, its assigns or its successor in interest that purchases substantially all the Lots from Petersen Farms, LLC and Carrie P. Grubb and Timothy C. Grubb as their interest may appear.
- 1.3 **Dwelling** shall mean and refer to each physically constructed residential dwelling or building containing a single-family residence located as an improvement on a Lot.
- 1.4 **Lot** shall mean each individual parcel of real property shown on the Plat as a Lot, together with all improvements located thereon and all appurtenances thereunto appertaining.
- 1.5 **Owner** shall mean any person or entity or combination thereof, including the Declarant, owning fee title to a Lot within the Project as shown on the records of Davis County, State of Utah.
- 1.6 **Period of Administrative Control** shall end ten (10) years from the date of recordation of this Declaration or the date on which seventy-five percent (75%) of the lots in Petersen Farms PUD Subdivision Phase 1 and 2 have been conveyed to Owners other than Declarant or Declarant's successor in interest, whichever is sooner.
- 1.7 **Plat or Map** shall mean the Plat or Plats for Petersen Farms PUD Phase 1 and 2, as recorded in the office of the County Recorder for Davis County, State of Utah.
- 1.8 **Project** shall mean all Lots collectively within Petersen Farms PUD Subdivision.

- 1.9 **Subject Land** shall mean the land upon which the Project is situated, as more particularly described in Exhibit "A" attached.

ARTICLE II PROJECT AND IMPROVEMENTS

- 2.1 **Submission to Declaration.** All the Subject Land is part of the Petersen Farms PUD Phase 1 and 2, and shall be subject to the covenants, conditions, restrictions, easements, uses, limitations, and obligations set forth herein. Further, each and all the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Lot Owners.
- 2.2 **Description of Improvements.** The Project shall initially consist of two phases and contain twenty (20) Lots, as shown on the Plat.

ARTICLE III NATURE AND INCIDENTS OF OWNERSHIP

- 3.1 **Ownership and Maintenance of Lots.** The Lot Owners shall each repair and maintain all portions of their Lot and Dwelling.
- 3.2 **Landscape Installations.** The landscaping located on a Lot must be installed and completed within six (6) months from the date a certificate of occupancy is obtained or within six (6) months of the time a Dwelling is substantially completed. The six (6) month requirement may be extended during periods of inclement weather, but for no longer than three (3) additional months.
- 3.3 **Prohibition Against Subdivision of Lot.** No Owner, by deed, Plat, or otherwise, shall subdivide or in any manner cause their Lot to be subdivided, partitioned, or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat, except for minor property line adjustments or corrections which do not create additional building lots and/or units.
- 3.4 **Exclusive Use of Lot.** All Lots and all improvements on a Lot are reserved for the exclusive use of the Owner of that Lot, and such Owner's invitees and guests and such areas shall be maintained and repaired at the expense of the Lot Owner.
- 3.5 **Fences and Walls.** Fences or walls shall be of wood, brick, wrought iron, plastic vinyl, or stone except for those chain link fences already existing along the adjacent property lines. No fence or wall shall be constructed of chain link, wire mesh, slump block (painted or unpainted), or concrete block unless first approved by the Architectural Control Committee, which approval may be withheld by the Architectural Control Committee for any reason, in its sole and absolute discretion. Fences, walls, or hedges shall not exceed six (6) feet in height. Each Owner shall maintain the portion of any fence that abuts their Lot.

- 3.6 **Separate Mortgages by Owners.** Each Owner shall have the right separately to mortgage or otherwise encumber his Lot. Any mortgage or other encumbrance of any Lot shall be subordinate to all the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

4.1 **Architectural Control Committee.**

- (a) **Initial Architectural Control Committee (ACC).** During the Period of Administrative Control, the Architectural Control Committee for the Project shall be composed of members created by the member/managers of Petersen Farms, LLC. A majority of the Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the Architectural Control Committee during the Period of Administrative Control, the remaining member(s) shall have full authority to designate a successor(s). The Lot Owners agree and acknowledge that the architectural standards and controls set forth herein are a material part of the Project and one of the reasons each Lot Owner has purchased a Lot within the Project.
- (b) **Replacement Architectural Control Committee.** After the Period of Administrative Control, the Owners may organize a three (3) member Architectural Control Committee. The members of the Architectural Control Committee shall be elected in writing by a majority of the Owners. Only Lot Owners shall be permitted on the Architectural Control Committee. Once an Architectural Control Committee is formed, the members of the Architectural Control Committee shall serve for a term of two years or until three new members are elected in writing by a majority of the Owners, whichever is earlier.
- (c) **Construction Approval.** No Building shall be erected, placed, or altered on any Lot until the construction plans and building material specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee. Approvals are based on the quality of workmanship, materials, exterior colors, style, balance, and harmony of the external design, while maintaining a variety within the subdivision and adjacent structures, including but not limited by the restrictions in this Declaration.
- (d) **Architectural Control Committee Approval.** After the Period of Administrative Control, if an Owner desires to take any action requiring approval from the Architectural Control Committee pursuant to this Declaration and no Architectural Control Committee is then in existence, that Owner must either (1) organize a new Architectural Control Committee as contemplated in paragraph (b) above, or (2) instead of obtaining consent from the Architectural Control Committee, the Owner may obtain the written approval for the proposed action from a majority of the Lot Owners.

- 4.2 **No Liability for Damages.** The Architectural Control Committee members shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Declaration.

ARTICLE V ARCHITECTURAL RESTRICTIONS

- 5.1 **Single Family Residence with Attached Garage.** All Lots in said Project shall be known and described as residential lots. Unless otherwise approved, in writing, by the Architectural Control Committee, no building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and no less than a two-car attached garage with no more than a four-car attached garage and other out buildings approved in advance in writing by the Architectural Control Committee as herein below described.
- 5.2 **Setback Requirements.** All set back lines, side yards, and back yards shall be in accordance with applicable city ordinances as approved and shown on plat.
- 5.3 **Building Size and Construction.** Except for those buildings approved, in writing by the Architectural Control Committee, all Dwellings except lots 110, 111, 208, and 209, on the Property shall comply with the following minimum habitable floor areas, exclusive of porches, decks and garages:
- (a) **One (1) story structure**, with or without basements, shall have a minimum habitable ground floor space of one thousand, seven hundred (1,700) square feet on the ground story level.
 - (b) **Two (2) story structures** shall have a minimum habitable space of two thousand, five hundred (2500) combined square feet on the ground story level and the story above the ground story level.
- 5.4 **Barndominiums.** No barndominium or pole barn type housing is permitted.
- 5.5 **Out Buildings.** Storage buildings, out buildings, sheds, or additional structures may be permitted with the written approval of the Architectural Control Committee based on the design standards in 4.1(c), Article 5 including 5.7, and any restrictions by the City and herein. Height shall not exceed one (1) story and the existing single-family residence.
- 5.6 **Construction Completion.** When construction has started on any residence or other structure, work thereon must be completed within 12 months, weather permitting.
- 5.7 **Building Materials.**

- (a) **Exterior Surfaces.** All exterior surfaces of a Dwelling or outbuilding shall be covered with brick, rock, stone, stucco, fiber cement siding (or a similar product to fiber cement siding), or a combination of such materials. Vinyl and metal siding shall not be allowed.
 - (b) **Roofs.** All roofs in the Project shall be of architectural grade asphalt shingles or better. All roofs (except Lot 209), shall have a pitch of 5-12 or greater (rise over run shall be 5-12 or greater). Accent roofs of a 4-12 pitch and shed roof dormers are permitted. All roof vent cap louvers, plumbing stacks, chimney flashing, down spouts, and like or similar items are to be painted to match the color of the roof or the trim of the applicable dwelling or outbuilding.
 - (c) **No Used or Temporary or Prefab Structures.** No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No barndominium, pole-barn, prefabricated or manufactured type housing may be installed or maintained on any Lot.
 - (d) **Driveways.** All driveways are to be constructed of concrete or a similar masonry brick paver product.
 - (e) **Finished Lot Grading.** Lot owners and builders are responsible to complete the final grading of the entire Lot so that the finish grading complies with City ordinance, lender requirements, and proper water control to prevent unnatural water flow on to adjacent lots, as well as any applicable master grading plan for the entire Development, as opposed to a slope plan determined solely for that Lot.
- 5.8 **Park-strips.** A lot Owner shall maintain park-strips as required by City ordinance. No solid concrete or non-permeable surfaces are allowed. Park-strips must not have high water demand lawns, but should be landscaped with decorative gravel, rock, or bark, and if plantings then grass, shrubbery, or trees shall be of a drought tolerant variety.
- 5.9 **Variance.** A Lot Owner may build a Dwelling that does not comply with the restrictions if the Owner first receives prior written approval from the Architectural Control Committee.

ARTICLE VI

Restrictions on use

- 6.1 **Residential Uses Only.** Each Lot contained in the Project is intended to be used for single family residential housing and is restricted to such use. No Lot or Dwelling shall be used for business or commercial activity except that an Owner may operate an office or business out of their Dwelling provided that no business activity involving clients coming to the home on a regular basis (more than once a day) may take place nor shall the business deliveries to the Dwelling occur more than twice per day except as approved by the Architectural Control Committee.
- 6.2 **No Noxious or Offensive Activity.** No noxious or offensive trade or activity and no nuisance shall be carried on upon any Lot nor shall anything be done which may be or may become an annoyance in the neighborhood. No activities shall be conducted, nor improvements

constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

- 6.3 **Restriction on Recreational Vehicles.** No boats, trailers, recreational vehicles, or inoperable vehicles shall be parked or stored on the driveway or in any area in front of the residential Dwelling for more than 72 hours in any 30-day period. If such vehicles are stored on a Lot, they shall be stored in a garage or behind a fence. No automobile, recreation or commercial vehicle, other motorized vehicle, or any portion thereof shall be dismantled, rebuilt, serviced, repaired, or repainted on or in the driveway of a lot or in front of any residential Dwelling or Lot unless performed within a completely enclosed garage or other structure located on the Lot which screens the sight and sound of such activity from the public streets and neighboring Lots.
- 6.4 **Temporary Structure.** No trailer, basement, tent, shack, garage, barn, metal building, or other out-building erected in the subdivision shall at any time be used as a residence temporarily or permanently, except as permitted and approved under city ordinance, nor shall any structure of a temporary character be used as a residence.
- 6.5 **Construction Period Exemption.** During the course of actual construction of any structures or improvements which are permitted to be located on the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which would result in a violation of any of said provisions, covenants, conditions, or restrictions following completion of such construction.

ARTICLE VII COMPLIANCE WITH DECLARATION

- 7.1 **Compliance.** Each Owner shall comply with the provisions of this Declaration. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by a Declarant or any aggrieved Owner.
- 7.2 **Enforcement and Remedies.** The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or any supplemental or amended Declaration, shall be enforceable by Declarant or by any Owner of a Lot, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

ARTICLE VIII DECLARANT'S SALES PROGRAM

- 8.1 **Declarant's Right to Promote and Sell the Project.** Notwithstanding any other provisions of this Declaration, until Declarant ceases to be an Owner (the "Owner"), Declarant, its successor or assigns shall have the following rights, in furtherance of any sales, promotional or other activities designed to accomplish or facilitate the sale of Lots owned by Declarant:

- (a) **Sales Offices and Model Lots.** Declarant, its successors, and assigns, shall have the right to maintain sales offices, including a trailer, and model homes on Lots. Sales offices may be located on any Lot (at any location) owned by Declarant. Declarant shall have the right to maintain any number of model homes it may desire using the Lots Declarant owns.
- (b) **Promotional Devices.** Declarant, its successors, and assigns, shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banner and similar devices at any place or places on the Lots owned by Declarant, by any such devices shall be of sizes and in locations as are reasonable and customary.

ARTICLE IX INSURANCE

- 9.1 **Casualty Insurance Lots 110 and 111.** The Owners shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on Lots 110 and 111 either as a shared policy at the best available pricing, or as separate individual policies for their Lot improvements, with applicable endorsements for shared wall structures. At a minimum, a policy providing fire and extended coverage shall be obtained and maintained. The insurance shall be in an amount sufficient to cover one hundred percent of the replacement cost of any repair or reconstruction. The cost of policy shall be covered by the Owner as to the portion of improvements on their respective Lot. All policies shall be written with a company licensed to do business in Utah which holds a Best's rating of A or better or nearly equivalent if not available. The respective Owners shall receive prior written notice of any cancellation, substantial modification, or non-renewal of the attached property.

Article X GENERAL PROVISIONS

- 10.1 **Intent and Purpose.** The provisions of this Declaration and any supplemental or amended Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Project. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any supplemental or amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.
- 10.2 **Construction.** The provisions of this Declaration shall be in addition and supplemental to all applicable provisions of law. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any other provision hereof.
- 10.3 **Amendment.**
 - (a) Except as otherwise provided herein, this Declaration, and any amendments to the Declaration, may be amended with or without a meeting of the Owners by the affirmative consent or vote of at least sixty-seven percent (67%) of the Owners. All necessary written consents must be obtained prior to the expiration of ninety (90) days from the date the first

written consent is obtained. Any amendment so authorized shall be accomplished through the recordation of any instrument executed by at least sixty-seven percent (67%) of the Lot Owners certifying that the vote required by this Article has occurred, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Davis County, State of Utah.

- (b) During the Period of Administrative Control, the Declarant shall have and is hereby vested with the right to amend this Declaration and the Plats by an instrument duly executed and acknowledged by Declarant and recorded in the Official Records of the County Recorder of Davis County, Utah. Such right of amendment shall apply without regard to the subject matter or the nature of the amendment involved, and such amendment shall not take away any substantive legal rights of those Owners who own a Lot at the time of such amendment by the Declarant. During any time, Declarant holds an ownership interest in any Lot or in any portion of the Property, no amendment shall be made to this Declaration without the written consent and approval of the Declarant.

10.4 **Effective Date.** This Declaration and any amendments thereto shall take effect upon recording.

10.5 **Owner's Obligations.** All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that he may be leasing, renting, or selling on contract his Lot. The Owner of a Lot shall have no obligation for expenses or other obligations that occur after he conveys title to such Lot.

EXECUTED BY DECLARANT on the date of notarization appearing below:

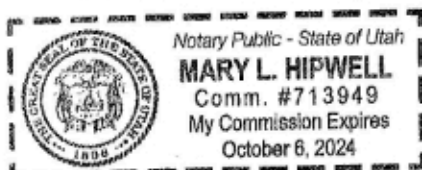
Petersen Farms, LLC

By Carrie P. Grubb
Carrie P. Grubb
Its: manager/member
And individually

By Timothy C. Grubb
Timothy C. Grubb
Its: manager/member
And Individually

State of Utah)
 :SS.
County of Davis)

On this 30th day of August, 2023, personally appeared before me, Carrie P. Grubb and Timothy C. Grubb who being by me duly sworn, individually and did say that they are the manager/member of Petersen Farms, LLC, and that the within and foregoing instrument was signed individually and in behalf of said limited liability company and they duly acknowledged to me they executed the same.



Mary L. Hipwell
Notary Public



Reeve
& Associates, Inc.

3545636
BK 8347 PG 204

EXHIBIT "A"

Petersen Farms PUD Phase 1 Legal Description

PART OF THE WEST HALF OF SECTION 28 AND THE EAST HALF OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 89°29'49" EAST 428.21 FEET AND SOUTH 00°30'11" WEST 2082.72 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28 (NORTHWEST CORNER BEING NORTH 89°29'49" WEST 2645.28 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 28); THENCE SOUTH 31°51'59" EAST 28.46 FEET; THENCE SOUTH 00°47'36" WEST 21.39 FEET; THENCE SOUTH 89°53'32" WEST 1.96 FEET TO THE WESTERLY LINE OF BOWMAN OLD FARM ESTATES; THENCE SOUTH 02°26'07" WEST ALONG SAID WESTERLY LINE, 231.72 FEET; THENCE SOUTH 82°33'24" WEST 134.96 FEET; THENCE SOUTH 89°53'41" WEST 142.43 FEET; THENCE SOUTH 84°49'07" WEST 70.42 FEET; THENCE NORTH 88°53'44" WEST 125.04 FEET; THENCE NORTH 88°53'44" WEST 73.65 FEET; THENCE NORTH 00°46'28" EAST 96.65 FEET; THENCE NORTH 88°53'44" WEST 114.28 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 475 EAST STREET; THENCE NORTH 01°20'19" EAST 206.14 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 87°29'18" EAST 163.66 FEET; THENCE NORTH 01°03'51" EAST 108.16 FEET; THENCE SOUTH 80°03'36" EAST 44.88 FEET; THENCE SOUTH 00°37'12" WEST 8.52 FEET; THENCE SOUTH 08°45'06" EAST 86.98 FEET; THENCE SOUTH 72°20'48" EAST 68.42 FEET; THENCE NORTH 89°59'17" EAST 362.19 FEET TO THE POINT OF BEGINNING.

NOW KNOW AS PETERSEN FARMS PUD PHASE 1

CONTAINING 192,810 SQUARE FEET OR 4.426 ACRES.

Parcel No 13-371-0101 thru 13-371-0111

Petersen Farms PUD Phase 2 Legal Description

PART OF THE WEST HALF OF SECTION 28 AND THE EAST HALF OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 89°29'49" EAST 433.56 FEET AND SOUTH 00°30'11" WEST 2359.76 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28 (NORTHWEST CORNER BEING NORTH 89°29'49" WEST 2645.28 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 28);

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THENCE S02°26'07"W ALONG THE WESTERLY LINE OF BOWMAN OLD FARM ESTATES, 297.30 FEET; THENCE N87°25'22"W ALONG AN EXISTING FENCE, 99.76 FEET; THENCE N89°52'18"W ALONG AN EXISTING FENCE, 98.28 FEET; THENCE S02°04'13"W ALONG AN EXISTING FENCE, 195.51 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SOUTH WEBER DRIVE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1489.70 FEET, AN ARC LENGTH OF 103.60 FEET, A DELTA ANGLE OF 03°59'04", A CHORD BEARING OF N79°24'54"W, AND A CHORD LENGTH OF 103.58 FEET; (2) ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1350.90 FEET, AN ARC LENGTH OF 61.24 FEET, A DELTA ANGLE OF 02°35'51", A CHORD BEARING OF N75°54'20"W, AND A CHORD LENGTH OF 61.24 FEET; AND (3) ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 421.45 FEET, AN ARC LENGTH OF 77.60 FEET, A DELTA ANGLE OF 10°33'00", A CHORD BEARING OF N69°19'31"W, AND A CHORD LENGTH OF 77.49 FEET TO THE EAST LINE OF COUNTRY LANE AT SOUTH WEBER SUBDIVISION; THENCE N35°42'51"E ALONG SAID EAST LINE, 189.41 FEET TO THE NORTH LINE OF COUNTRY LANE AT SOUTH WEBER SUBDIVISION; THENCE N54°17'16"W ALONG SAID NORTH LINE, 226.00 FEET; THENCE S88°53'44"E ALONG AN EXISTING FENCE, 50.68 FEET; THENCE N01°03'14"E ALONG AN EXISTING FENCE, 120.00 FEET TO THE SOUTHERLY LINE OF PETERSEN FARMS PUD PHASE 1; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) S88°53'44"E 125.04 FEET; (2) N84°49'07"E 70.42 FEET; (3) N89°53'41"E 142.43 FEET; AND (4) N82°33'24"E 134.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 154,840 SQUARE FEET OR 3.555 ACRES MORE OR LESS.

Parcel No. 13-018-0097

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