



**IMPROVEMENT COMPLETION ASSURANCE
AND IMPROVEMENT WARRANTY AGREEMENT
(Letter of Credit)**

ENT 47228:2023 PG 1 of 49
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Jul 21 9:47 am FEE 0.00 BY TM
RECORDED FOR TOWN OF ELK RIDGE

Longview Meadow Estates Subdivision Plat A

THIS AGREEMENT made and entered into this day of 28th day of October, 2022, by and between the Elk Ridge City, Utah, hereinafter called "City" and Longview Meadow Estates, LLC hereinafter called "Developer".

WHEREAS, the Developer desires to develop, construct and/or sell building lot(s) within the Longview Meadow Estates Subdivision Plat A, a subdivision located within the City of Elk Ridge, Utah, and;

WHEREAS, City Ordinances require, as a condition of approval of the subdivision, the installation of those certain improvements, to be constructed at the expense of the Developer and;

WHEREAS, The Developer has chosen to post an Improvement Completion Assurance (Performance Guarantee), as assurance that all subdivision improvements will be completely installed and that said construction will be carried out in a timely and workmanlike manner, allowing for the Plat to be recorded once the performance guarantee is in place;

NOW THEREFORE, in consideration of the following mutual promises and covenants, it is agreed as follows:

1. The Developer agrees to install all improvements within said subdivision as are identified in Exhibit "A", which Exhibit is attached hereto and by this reference, made a part hereof. Said improvements shall be constructed in accordance with City standards, as set forth in the Development Code, City Standards and Specifications and typical details, as shown on those certain detail sheets contained in Exhibit "A", to be constructed at the sole expense of the Developer.
2. The Developer has provided the City water rights for 52.6 acre feet of water from Water Right 59-6050(a49096) fulfilling the water requirements for the 32 single family lots within the subdivision configured and sized as shown in the improvement drawings identified in Exhibit A.
3. In accordance with the Subdivision Ordinance, construction of the required improvements shall be completed prior to (May 10, 2023); provided, that the City Council, upon a showing of good and sufficient cause by the developer and in accordance with Section 10-15D-2 of the Development Code, may act to extend the time of performance.
4. Developer shall reimburse the city in the amount of \$350.00 for natural gas line potholing and surveying. The amounts is derived from Focus Engineering invoice in the amount of \$350.00.
5. The Developer has chosen to provide a letter of credit from a as a Performance Guarantee allowing for the recording of the Final Plat prior to completion of construction of the required public improvements. An improvement warranty shall be secured by a letter of credit or an escrow account provided by the Developer for a period of one year beginning after the completion and acceptance of the improvements by the City Council.

As per Section 10-16-7 of the Development Code entitled "**Durability Retainage**" (Improvement Warranty): A retainage of not less than Ten percent (10%) of the estimated construction cost, (\$246,759.38), shall be secured by letter of credit or in escrow provided by the Developer to the City. The surety being held for a period of not less than one (1) year following the date of acceptance of the improvements by the City, as per engineering recommendation.

Following acceptance of the initial construction improvements by the City and concurrently with the Improvement Warranty, the Developer shall provide a improvement completion assurance for the full value of the placement of type II slurry seal on the improved streets approximately one year after initial paving is completed as directed by the Public Works Director. The cost of the slurry seal for Longview Meadow Estates is estimated at \$0.75 a square foot for a total of 104,350 square feet. The amount being \$78,262.50, which shall be secured by a letter of credit or an escrow account provided by the Developer to the City, guaranteeing that the funds required to complete the placement of the type II slurry seal will be held until proper authorization for release thereof by the City. Not Applicable

5. The Developer agrees to be bound by the determinations of the City Engineer with respect to the construction of improvements, as required under this Agreement. All costs in monitoring this agreement through inspection services relating to the subdivision shall be charged to the Developer and paid to the City prior to release of the Performance Guarantee. Engineering and inspection and administrative costs have been calculated in the table below:

Performance Guarantee	
Construction Guarantee (100% Estimated Construction Cost or Remaining Work if Applicable)	\$2,467,593.80 \$ 78,262.50
Durability Retainer (10% Estimated Construction Cost)	\$ 246,759.38
Engineering and Inspection (6% of Construction or Min. \$1,000.00)	\$ 148,055.63
Administration (5% of Engineering and Inspection)	\$ 7,402.78
Durability Inspection (5% of Durability or Min. \$500.00 Paid to City)	\$ 12,337.97

** A construction guarantee is required for the value of the slurry seal which will be applied approximately one year after initial paving is completed as directed by the Public Works Director. This item is not detailed in the Contractor provided estimate and may utilize a separate Construction Guarantee at the time a Durability Retainer is provided for the completion of initial improvements. The cost of the slurry seal is estimated at \$0.75 a square foot for a total pavement areal of 104,350 square feet.*

Performance Guarantee Timing

Construction Guarantee (Required Prior to Recording)	\$2,467,593.80
Construction Guarantee for Slurry Seal (Required concurrently with Durability)	\$ 78,262.50
Performance Guarantee (Construction, Engineering Inspection and Administration paid to the City prior to construction.)	\$ 155,458.41
Durability Retainer (Required at time of acceptance of improvements by City)	\$ 246,759.38
Durability Inspection (5% of Durability or Min. \$500.00. Paid to City at the time Durability Retainer is posted)	\$ 12,337.97
Reimbursement for Natural Gas Line Pot Holing and Survey	\$350.00

6. The Developer agrees that in the event he does not: (a) complete all improvements within the time period specified under paragraph two above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, and (c) pay

all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the developer(s) in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City shall not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the Guarantor. The Developer further agrees to be personally liable for any cost of improvements above the amount made available under the terms of this agreement.

8. The Developer agrees to be responsible for all improvements covered by this agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. In addition, the Developer agrees to repair any defect in the design, workmanship or materials in the subdivision improvements, which becomes evident during a period of one year following the acceptance of the improvements by the City Council (Durability Testing Period). A one year durability and testing period shall also be in effect from the city acceptance of the placement of the type II slurry seal. If during the testing period, any subdivision improvement shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected. If such corrections are not made, the City Council, in accordance with the provisions of the Subdivision Ordinance, may declare the Developer "in default", request and receive funds held by the Guarantor as a durability retainer and utilize the monies obtained to repair or cause to be repaired any defective improvements and reimburse the City for such other costs as it may incur in the administration or enforcement of the agreement.

9. The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the work or improvements specified in this agreement, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said work or improvements, but all of said liabilities shall be assumed by the Developer.

10. The defaulting party shall pay all costs, including reasonable attorney's fees, which may arise from enforcing the provisions of this agreement.

BOUNDARY DESCRIPTION

LONGVIEW MEADOW ESTATES PLAT "A" DESCRIPTION:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89°16'25"E 729.59 FEET ALONG THE QUARTER SECTION LINE TO THE NORTHWEST CORNER OF RUTTER SUBDIVISION PLAT B; THENCE S09°56'53"W 594.00 FEET ALONG THE WEST LINE OF SAID RUTTER SUBDIVISION PLATS A AND B AND LOAFER HOLLOW PLAT "E" TO THE NORTHEAST CORNER OF SNYDER MEADOWS PLAT "A"; THENCE S89°27'18"W 1408.21 FEET ALONG SAID SNYDER MEADOWS PLAT A SUBDIVISION AND ALONG AN EXISTING FENCE TO THE EAST LINE OF SUNSET AVENUE; THENCE ALONG SAID STREET NORTHWESTERLY 617.46 FEET ALONG THE ARC OF A 1757.79 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°07'35", THE CHORD BEARS N41°13'13"W 614.29 FEET; THENCE S38°42'58"W 66.00 FEET; THENCE NORTHWESTERLY 286.75 FEET ALONG THE ARC OF A 1691.79 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 09°42'41", THE CHORD BEARS N56°08'21"W 286.41 FEET; THENCE N89°04'13"E 506.85 FEET ALONG AN EXISTING BOUNDARY LINE AGREEMENT (ENTRY #200045:2003); THENCE N00°26'11"E 2.44 FEET; THENCE N89°29'52"E 958.38 FEET TO THE POINT OF BEGINNING. CONTAINING 23.04 ACRES.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day, month, and year first above written.

Elk Ridge City, Utah

By *Robert Haddock*
Mayor - Robert Haddock

Attest:

Royce Orr
City Recorder



Developer

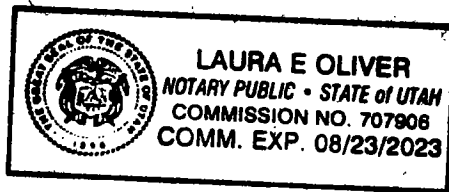
By *Joe Wilkins*
Joe Wilkins, Longview Meadow, LLC

ACKNOWLEDGEMENT

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On the 18th day of October, 2022, personally appeared before me Joe Wilkins and Robert Haddock the signers of the above instrument, who duly acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal



Laura E. Oliver
Notary Public

Residing at: Elk Ridge, UT

My Commission Expires: 8/23/23

**ADDENDUM
TO
IMPROVEMENT COMPLETION ASSURANCE
AND IMPROVEMENT WARRANTY AGREEMENT**

The Longview Meadows Estate Subdivision Plat A

This addendum to THE IMPROVEMENT COMPLETION ASSURANCE AND IMPROVEMENT WARRANTY AGREEMENT made and entered into this 5th day of June, 2023 by and between Elk Ridge City, hereinafter referred called "City" and Longview Meadows Estates Subdivision Plat A

WHEREAS, the Longview Meadows Estates Subdivision Plat A, is a subdivision located within the City of Elk Ridge, Utah, and;

WHEREAS, the Highlands at Elk Ridge Subdivision is a subdivision located adjacent to Longview Meadows and is within the city of Elk Ridge, and

WHEREAS, both the Highlands at Elk Ridge Subdivision and Longview Meadows Estates Subdivision Plat A are both in development by the same entity.

WHEREAS, the City has approved an amendment to Longview Meadows Estates Subdivision Plat A removing the retention basin, and;

WHEREAS, the City has approved a revision of the Highlands at Elk Ridge Subdivision which relocates the retention basin to the south side of Canyon View Drive as seen in exhibit "A" with the condition that the retention basin be built first with the neighboring Longview Meadows Estates Subdivision Plat A, and

WHEREAS, The Developer has chosen to post an Improvement Completion Assurance (Performance Guarantee), as assurance that all subdivision improvements will be completely installed and that said construction will be carried out in a timely and workmanlike manner, allowing for the Plat to be recorded once the performance guarantee is in place;

NOW THEREFORE, in consideration of the following mutual promises and covenants, it is agreed as follows:

1. Development improvements shall be constructed in accordance with City standards, as set forth in the Development Code, City Standards and Specifications and typical details, as shown on those certain detail sheets contained in Exhibit "A", to be constructed at the sole expense of the Developer.
2. The Developer has a recorded easement for improvements located off site as seen in Exhibit "B"
 - a. Parcel 30:076:0129 owned by BJMKJ Enterprises LTD, Registered agent is Jay Dee Christensen for the retention basin.
 - b. Parcel 30:074:014 and 30:076:0128 for sewer infrastructure owned by BJMKJ Enterprises LTD, Registered agent is Jay Dee Christensen for the retention basin.
3. The Developer has a recorded easement agreement granting Elk Ridge City rights to above mentioned easements to construct, maintain certain utilities and sewer lines over and through the property described in Exhibit "C".
4. The Developer agrees to be bound by the determinations of the City Engineer with respect to the construction of improvements, as required under the Agreement and this addendum. All costs in monitoring this agreement through inspection services relating to the subdivision shall be charged to the Developer and paid to the City prior to release of the Performance Guarantee.

5. The defaulting party shall pay all costs, including reasonable attorney's fees, which may arise from enforcing the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day, month, and year first above written.

Elk Ridge City, Utah

By [Signature]
Mayor - Robert Haddock

Attest:

[Signature]
City Recorder



Developer

By [Signature]
Joe Wilkins, Highlands at Elk Ridge, LLC
and Longview Meadow Estates, LLC

ACKNOWLEDGEMENT

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On the 5th day of June, 2023, personally appeared before me Joe Wilkins and Robert Haddock of the above instrument, who duly acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

[Signature]
Notary Public

Residing at: Elk Ridge

My Commission Expires: 8/23/2023

EXHIBIT "A"

LONGVIEW MEADOW

A RESIDENTIAL SUBDIVISION

ELK RIDGE, UTAH

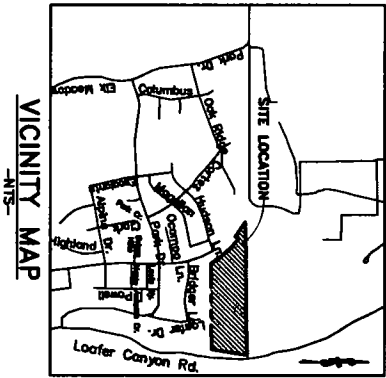
FINAL PLAN SET

MAY 2022

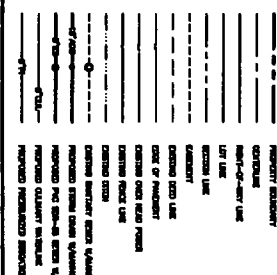
-SHEET INDEX-

SHEET	SHEET NAME
1	COVER
2	FINAL PLAT
3	UTILITY & INDEX
4	GRADING
5	EXISTING TOPOGRAPHY
PP-01	PLAN & PROFILE - CANYON VIEW DRIVE - STA. 14+00 TO STA. 18+00
PP-02	PLAN & PROFILE - CANYON VIEW DRIVE - STA. 10+00 TO STA. 14+00
PP-03	PLAN & PROFILE - SUNSET VIEW DRIVE - STA. 10+00 TO STA. 11+19.02
PP-04	PLAN & PROFILE - LONGVIEW DRIVE - STA. 10+00 TO STA. 14+00
PP-05	PLAN & PROFILE - LONGVIEW DRIVE - STA. 14+00 TO STA. 18+50
PP-06	PLAN & PROFILE - LONGVIEW DRIVE - STA. 18+50 TO STA. 21+88.24
PP-07	PLAN & PROFILE - LAKE VIEW DRIVE - STA. 10+00 TO STA. 14+10.22
PP-08	PLAN & PROFILE - VALLEY VIEW DRIVE - STA. 10+00 TO STA. 11+97.65
PP-09	PLAN & PROFILE - MOUNTAIN VIEW DRIVE - STA. 10+00 TO STA. 15+63.08
SS-01	PLAN & PROFILE - OFFSITE SEWER - STA. 10+00 TO STA. 15+50
SS-02	PLAN & PROFILE - OFFSITE SEWER - STA. 15+50 TO STA. 20+50
SS-03	PLAN & PROFILE - OFFSITE SEWER - STA. 20+50 TO STA. 23+36.98
DT-01	DETAIL SHEET
DT-02	DETAIL SHEET
DT-03	DETAIL SHEET
DT-04	DETAIL SHEET
DT-05	DETAIL SHEET
ROS	RECORD OF SURVEY

CONTRACTOR RESPONSIBLE TO CONTACT SUBMITTER FOR ANY CHANGES TO BE MADE TO PLANS AND ACTUAL FIELD CONDITIONS TO BE ADJUSTED TO DRAWINGS.



ENGINEER: ANDREW G. SMITH
 LICENSE NO. 21607
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 STATE OF UTAH
 801-535-8331
 www.andrewgsmith.com



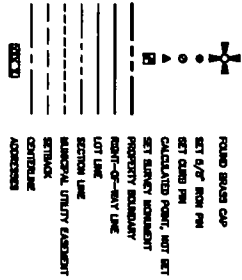
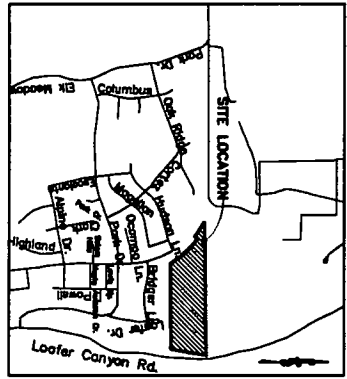
ATLAS ENGINEERING
 L.L.C.

PHONE: 801-455-0586
 FAX: 801-455-0109
 948 E 800 N SUITE A
 SPANISH FORK, UT 84660

LONGVIEW MEADOW
 COVER

ELK RIDGE, UTAH

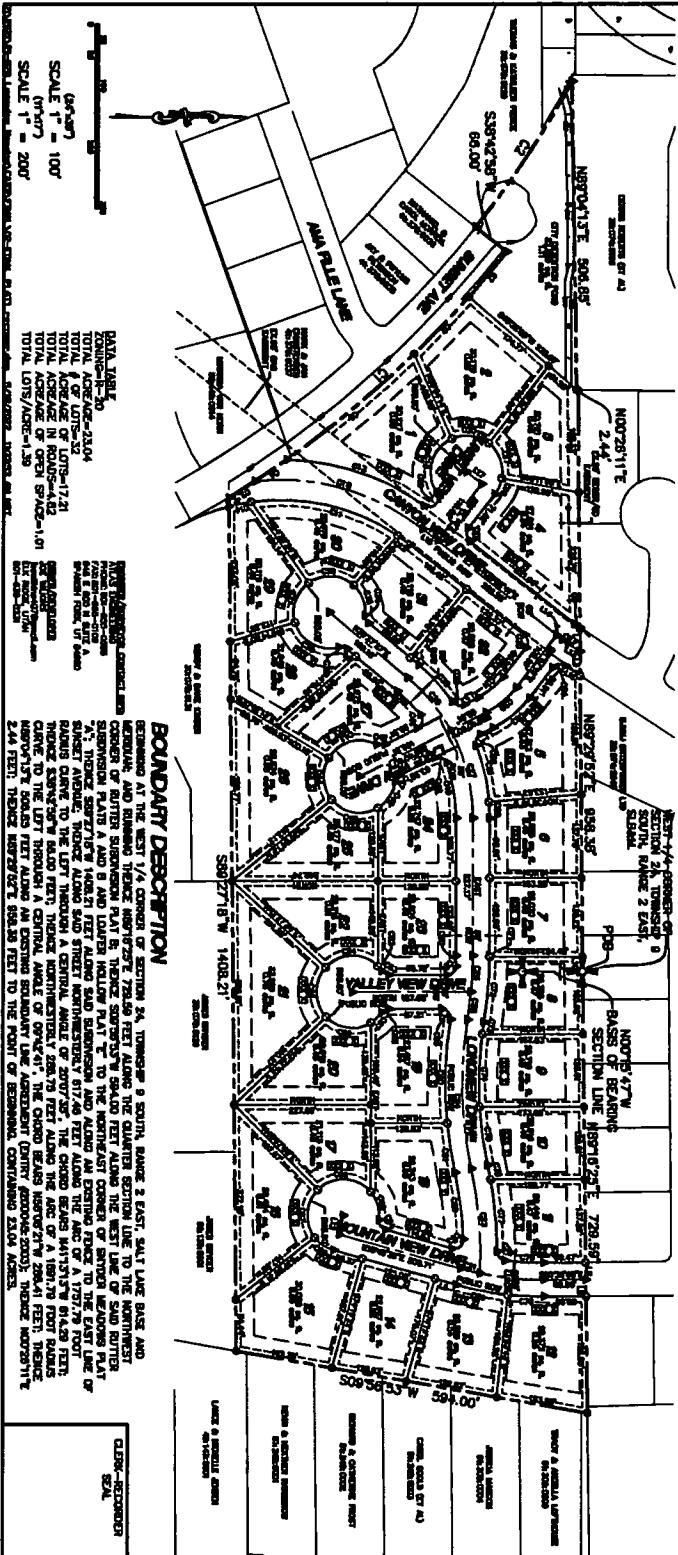
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DATA SHEET
 CALCULATED
 TOTAL ACRES-23.04
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 TOTAL ACRES OF OPEN SPACE-1.01
 TOTAL LOTS/ACRES-139

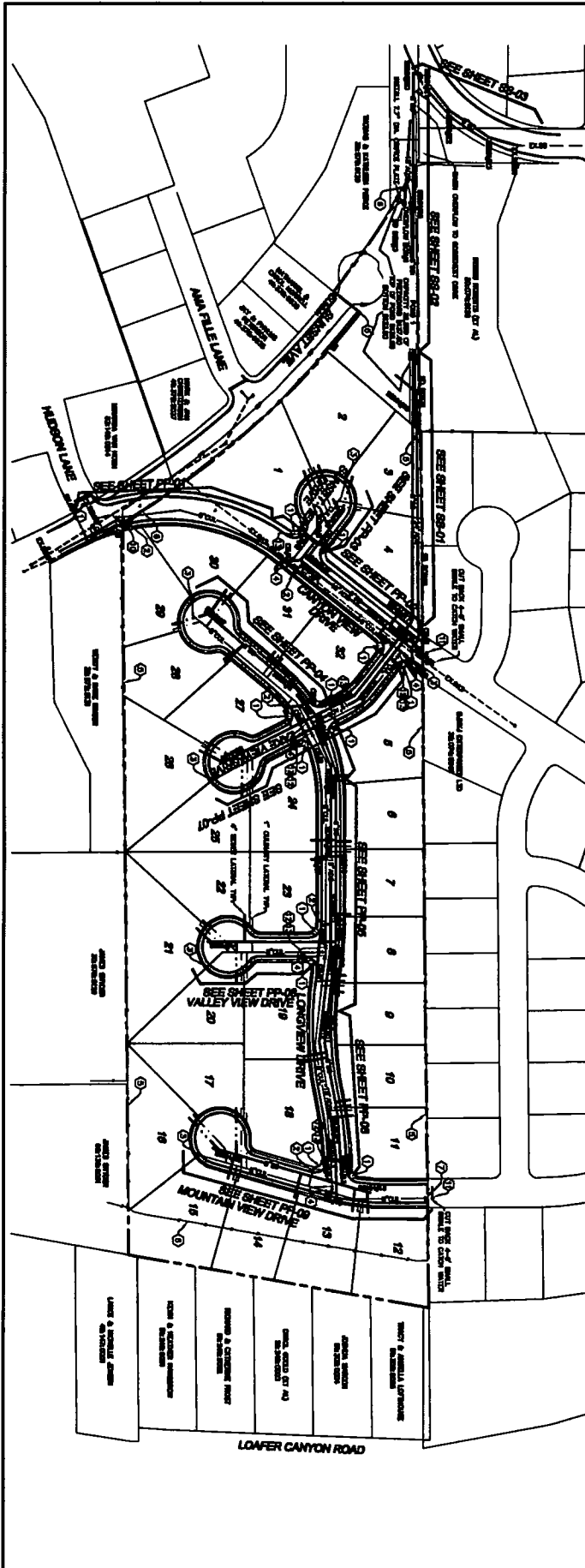
BOUNDARY DESCRIPTION
 BEGINNING AT THE WEST 1/4 CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND
 COURSE OF 100.00 FEET ALONG THE WEST LINE OF SECTION 24 TO THE SOUTHWEST
 CORNER OF SAID SECTION 24; THENCE S 27° 15' 00\"/>

OWNER'S DEDICATION
 I, [NAME], OWNER OF THE PROPERTY DESCRIBED IN THE SUBDIVISION CERTIFICATE HERETOBY REFERRED TO AND SHOWN ON THE MAP, HAVE CAUSED THE SAME TO BE SURVEYED AND SHOWN ON THIS MAP, AND I HEREBY DEDICATE THE SAME TO THE PUBLIC AS SHOWN ON THIS MAP AND AS INDICATED BY THE BOUNDARY LINES AND STAKES AND STAKES ON THIS MAP AND AS INDICATED BY THE BOUNDARY LINES AND STAKES ON THIS MAP AND AS INDICATED BY THE BOUNDARY LINES AND STAKES ON THIS MAP.

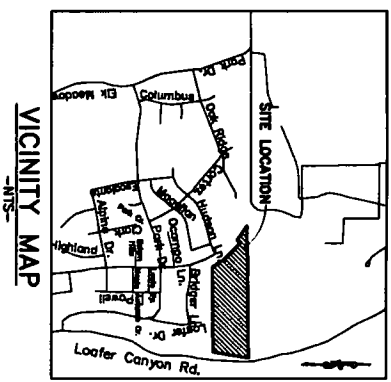
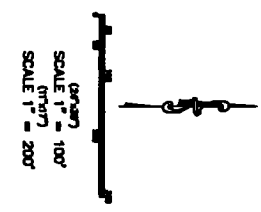
ACKNOWLEDGMENT
 STATE OF UTAH
 COUNTY OF [COUNTY]
 I, [NAME], A.S. 2022 PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH, ON THE [DAY] OF [MONTH], A.S. 2022, AND I HAVE CAUSED THE SAME TO BE SURVEYED AND SHOWN ON THIS MAP, AND I HEREBY DEDICATE THE SAME TO THE PUBLIC AS SHOWN ON THIS MAP AND AS INDICATED BY THE BOUNDARY LINES AND STAKES ON THIS MAP AND AS INDICATED BY THE BOUNDARY LINES AND STAKES ON THIS MAP.

ACCEPTANCE BY LEGAL BODIES
 COUNTY OF UTAH, APPROVES THIS SUBDIVISION CERTIFICATE AND THE DEDICATION OF ALL STREETS, EASEMENTS, AND RIGHTS HEREIN DESCRIBED FOR THE PUBLIC USE OF THE PUBLIC THIS [DAY] OF [MONTH], A.S. 2022.

LONGVIEW MEADOW FLAT 'A'
 Elix Ridge City (Utah) County (Utah)
 CONTAINING 23 LOTS AND 23.04 ACRES
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 24 AND SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH.



- LEGEND**
- 1. EXISTING POWER POLE
 - 2. PROPOSED FIRE ALARM
 - 3. PROPOSED STREET LIGHT
 - 4. EXISTING FIRE ALARM
 - 5. EXISTING STREET LIGHT
 - 6. EXISTING WATER VALVE
 - 7. EXISTING STREET LIGHT
 - 8. PROPOSED STREET SIGN
 - 9. EXISTING STREET SIGN
 - 10. EXISTING POWER POLE
 - 11. EXISTING TELEPHONE POLE
 - 12. PROPERTY BOUNDARY
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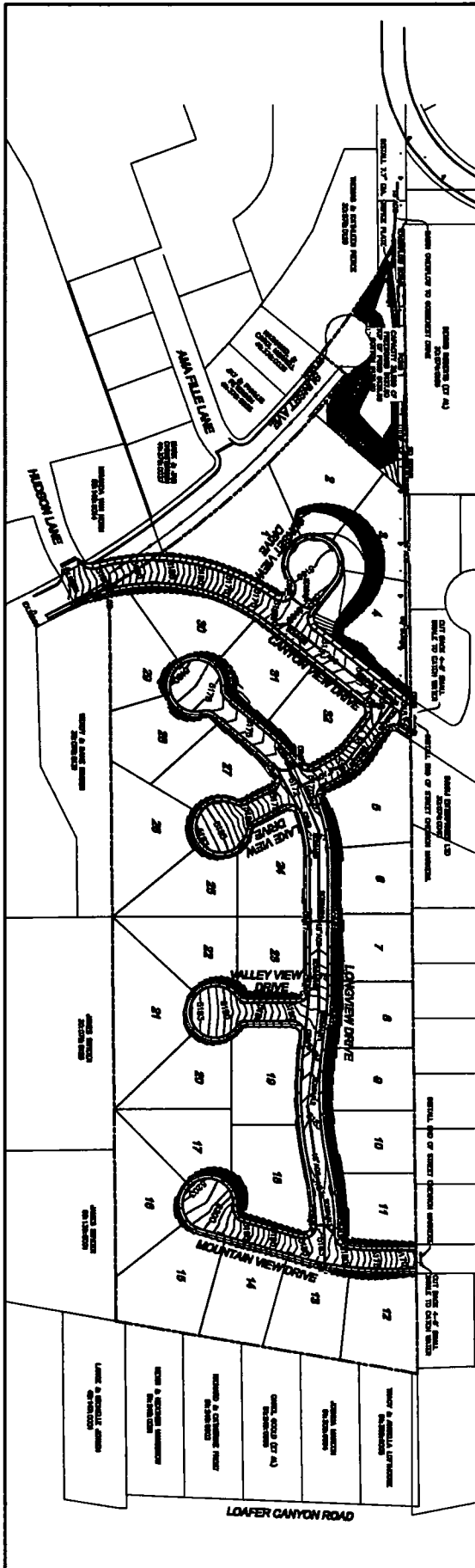
ATLAS ENGINEERING L.L.C.

PHONE: 801-633-0566
 FAX: 801-633-0100
 948 E 800 N SUITE A
 SPANISH FORK, UT 84660

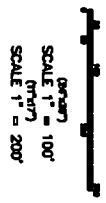
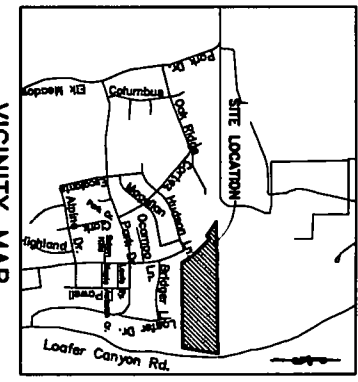
UTILITY & INDEX

LONGVIEW MEADOW
 ELK RIDGE, UTAH

SHEET NO.	3
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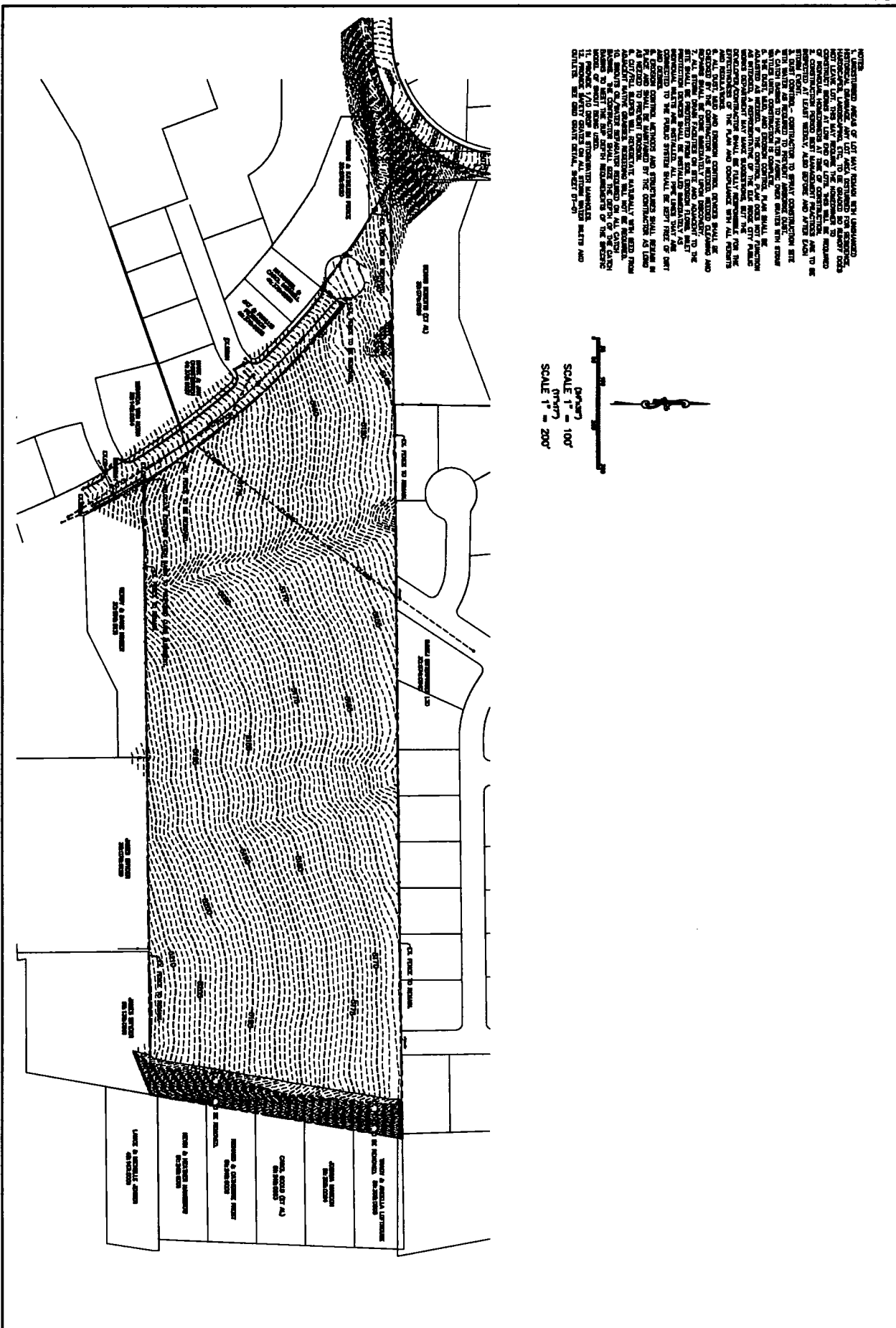
- LEGEND**
- EXISTING POWER POLE
 - PROPOSED FIRE MAIN/PIPE
 - PROPOSED STREET LIGHT
 - EXISTING FIRE HYDRANT
 - EXISTING WALK
 - EXISTING STREET LIGHT
 - PROPOSED SIDE WALK
 - PROPOSED STREET SIGN
 - EXISTING POWER POLE
 - EXISTING TELEPHONE POLE
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 - EXISTING STREET SIGN



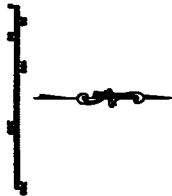
ATLAS ENGINEERING L.L.C.
 PHONE: 801-635-0586
 FAX: 801-635-0100
 848 E 800 N SUITE A
 SPANISH FORK, UT 84660

GRADING PLAN
LONGVIEW MEADOW
ELK RIDGE, UTAH


SHEET NO.
4

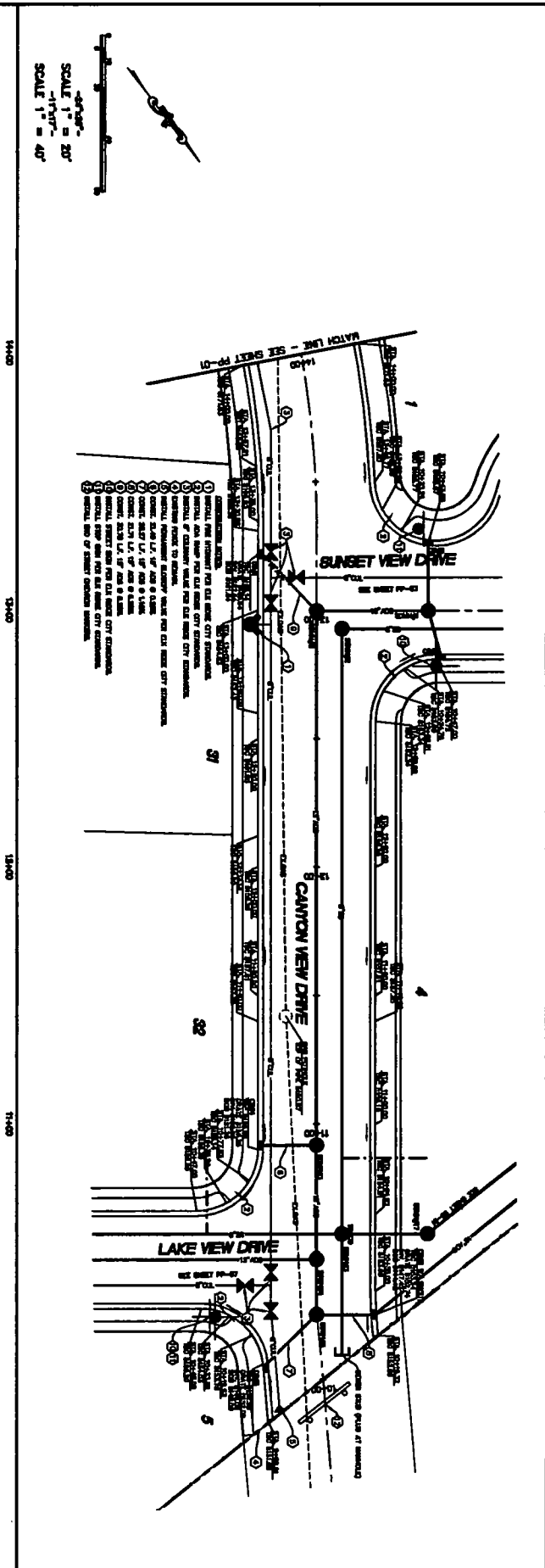
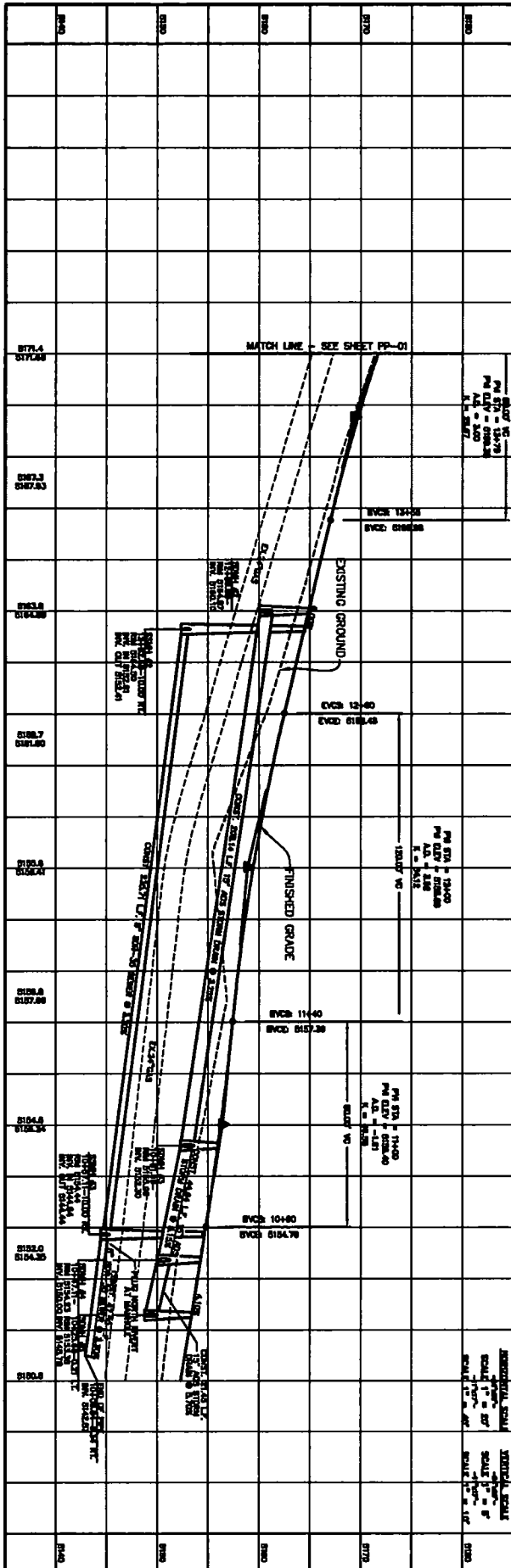


NOTES:
 1. UNDESIGNED GRADES OF LOT MAY BE SHOWN BY UNDESIGNED
 HORIZONTAL LINES. ANY LOT AREA CONTAINED FROM REDUCING
 ELEVATION SHALL BE SHOWN BY UNDESIGNED HORIZONTAL LINES.
 2. UNDESIGNED GRADES OF LOT MAY BE SHOWN BY UNDESIGNED
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SCALE 1" = 100'
 SCALE 1" = 200'

 ATLAS ENGINEERING L.L.C. PHONE: 801-655-0586 FAX: 801-655-0100 946 E 800 N SUITE A SPANISH FORK, UT 84660	EXISTING TOPOGRAPHY	SHEET NO. 5
	LONGVIEW MEADOW ELK RIDGE, UTAH	

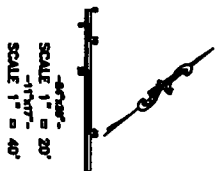
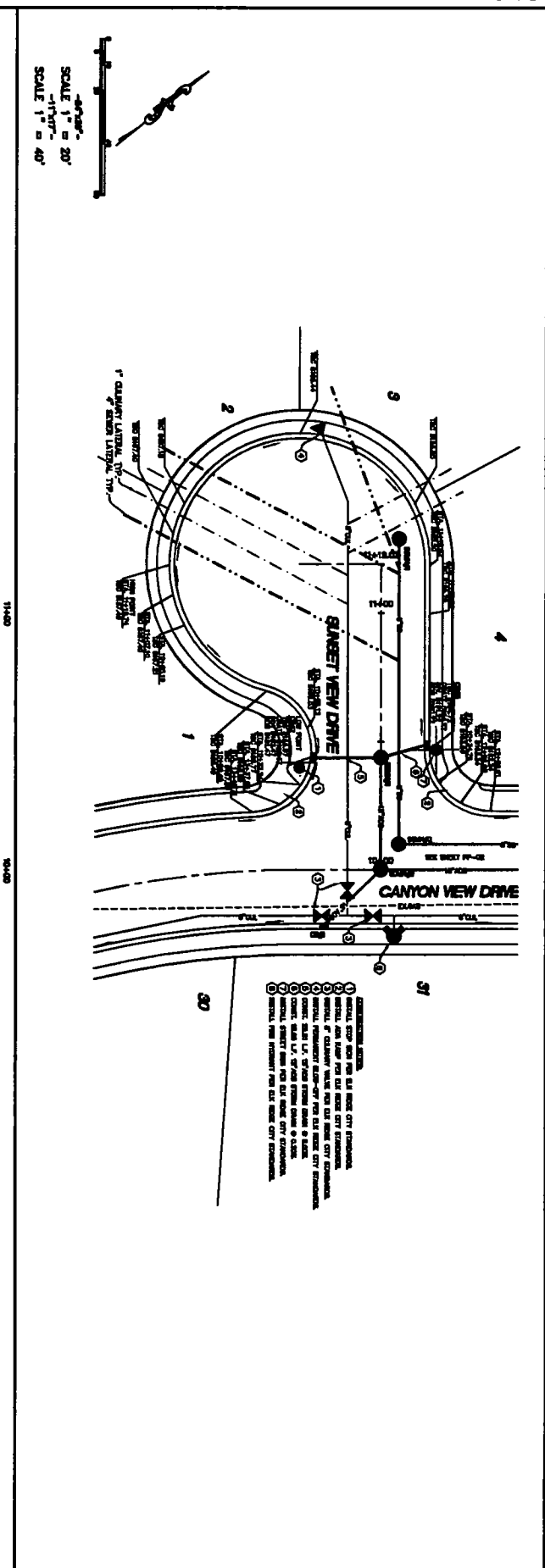
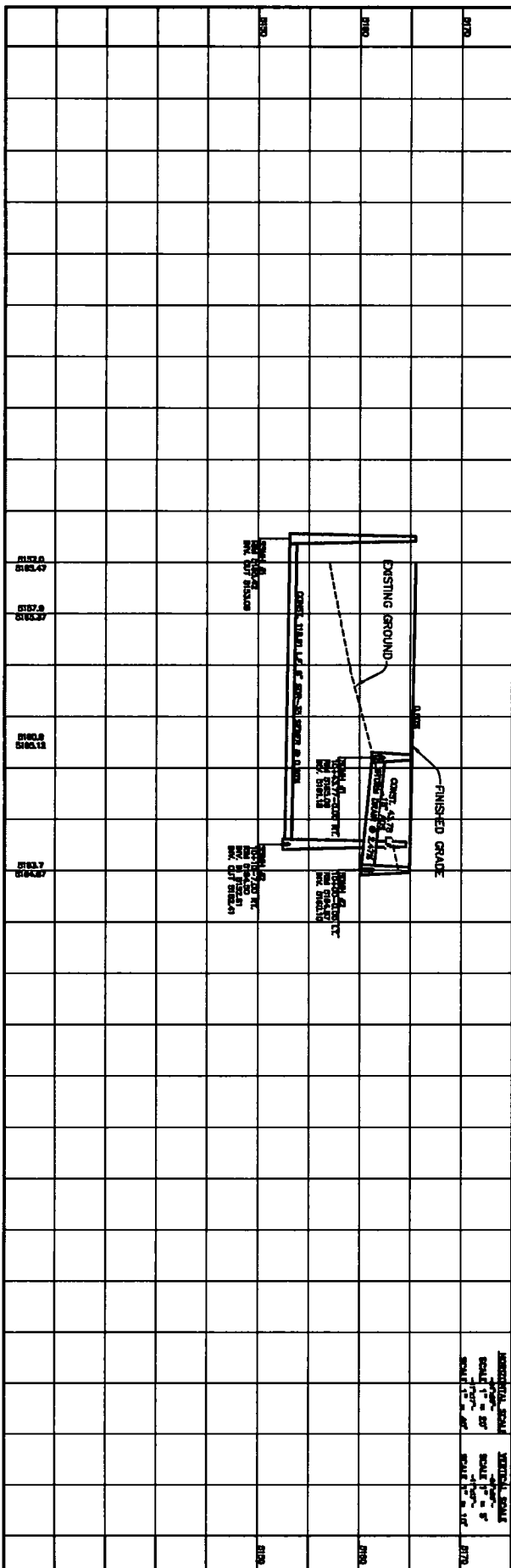


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CANYON VIEW DRIVE
 STA. 10+00 TO STA. 14+00

LONGVIEW MEADOW
 ELK RIDGE, UTAH

SHEET NO.	
PP-02	

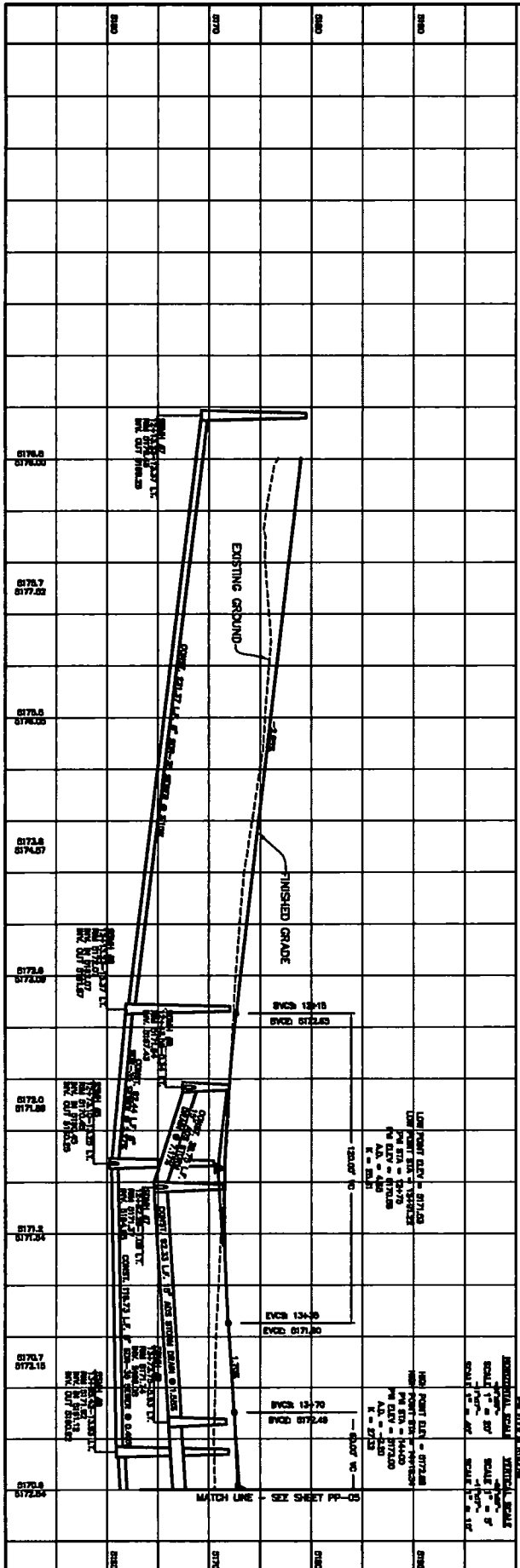
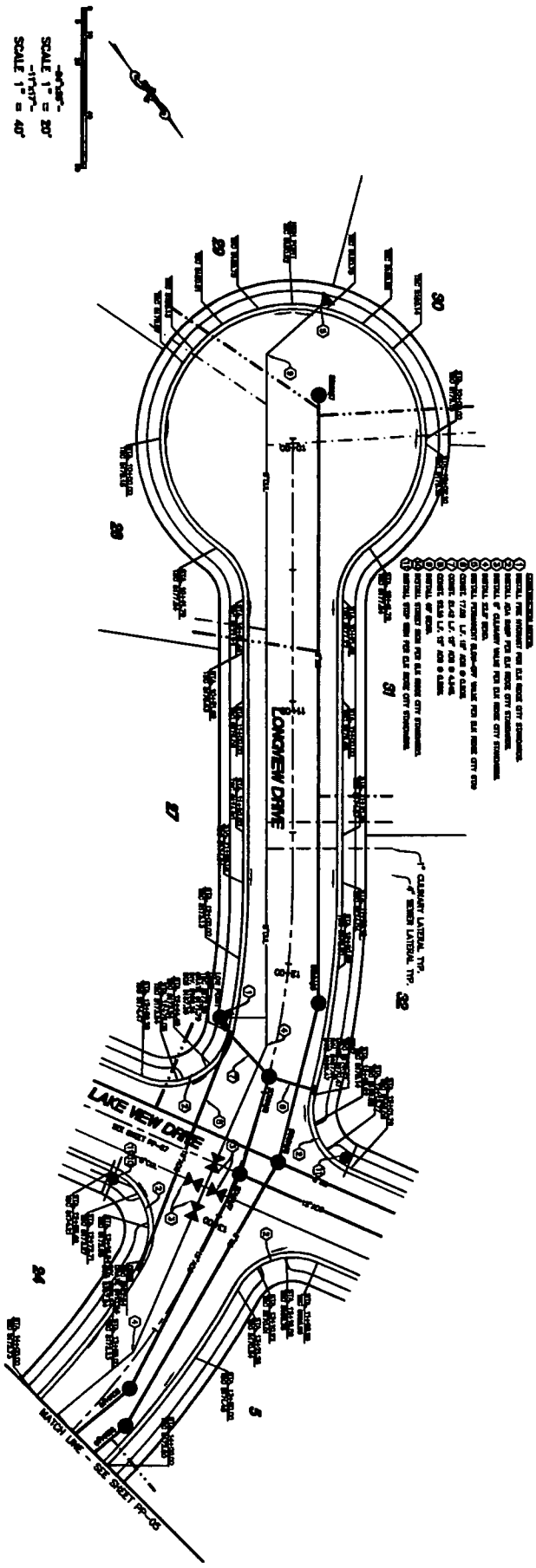


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SUNSET VIEW DRIVE
 STA. 10+00 TO STA. 11+19.02

LONGVIEW MEADOW
 ELK RIDGE, UTAH

SHEET NO.	PP-03
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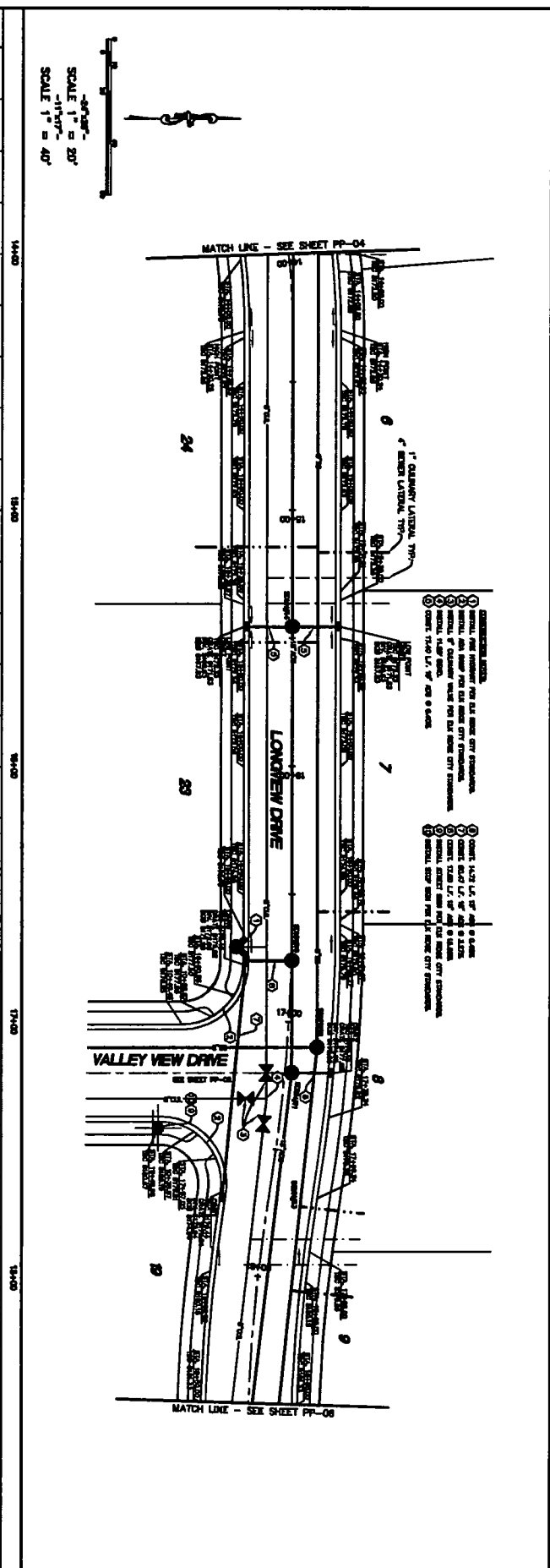
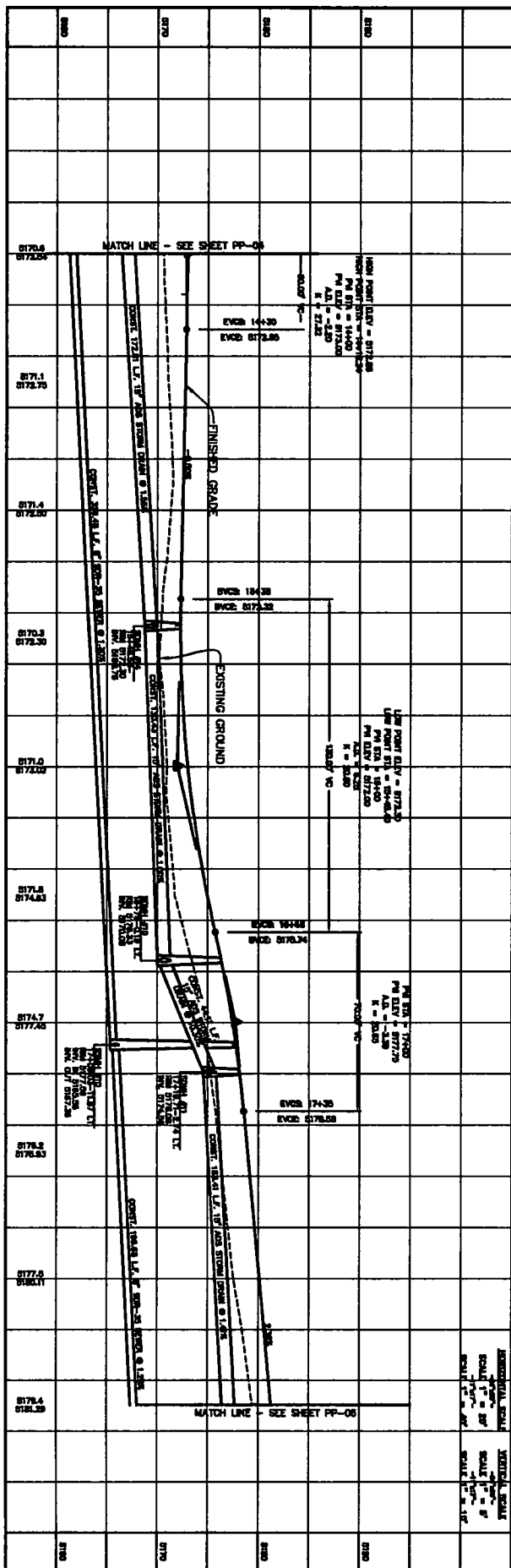


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LONGVIEW DRIVE
 STA. 10+00 TO STA. 14+00

LONGVIEW MEADOW
 ELK RIDGE, UTAH

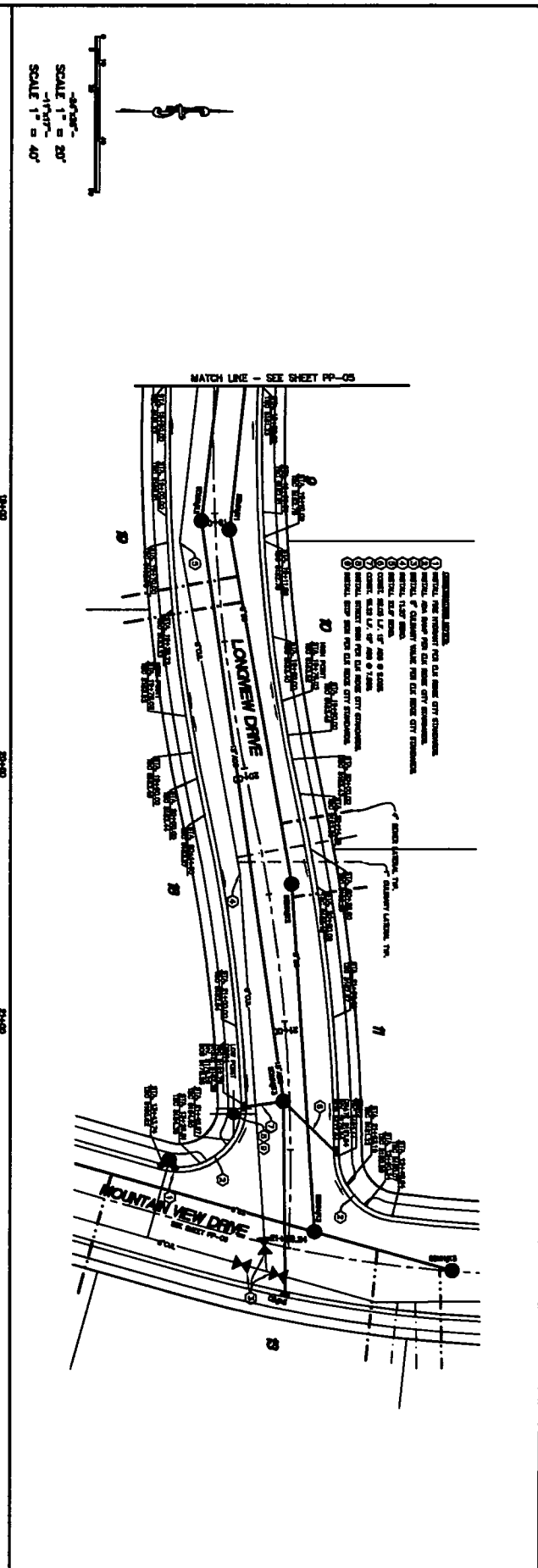
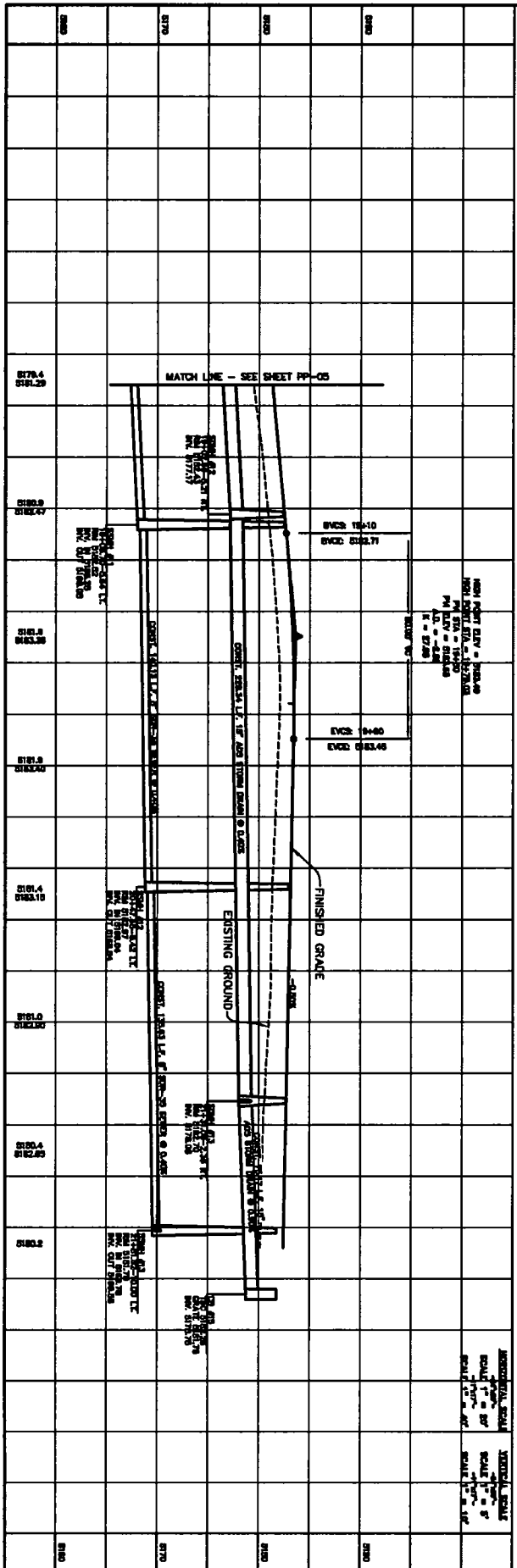
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 FAX: 801-653-0109
 948 E. 800 N. SUITE A
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LONGVIEW DRIVE
 STA. 14+00 TO STA. 18+50
 LONGVIEW MEADOW
 ELK RIDGE, UTAH

SHEET NO.	PP-05
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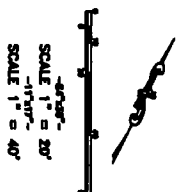
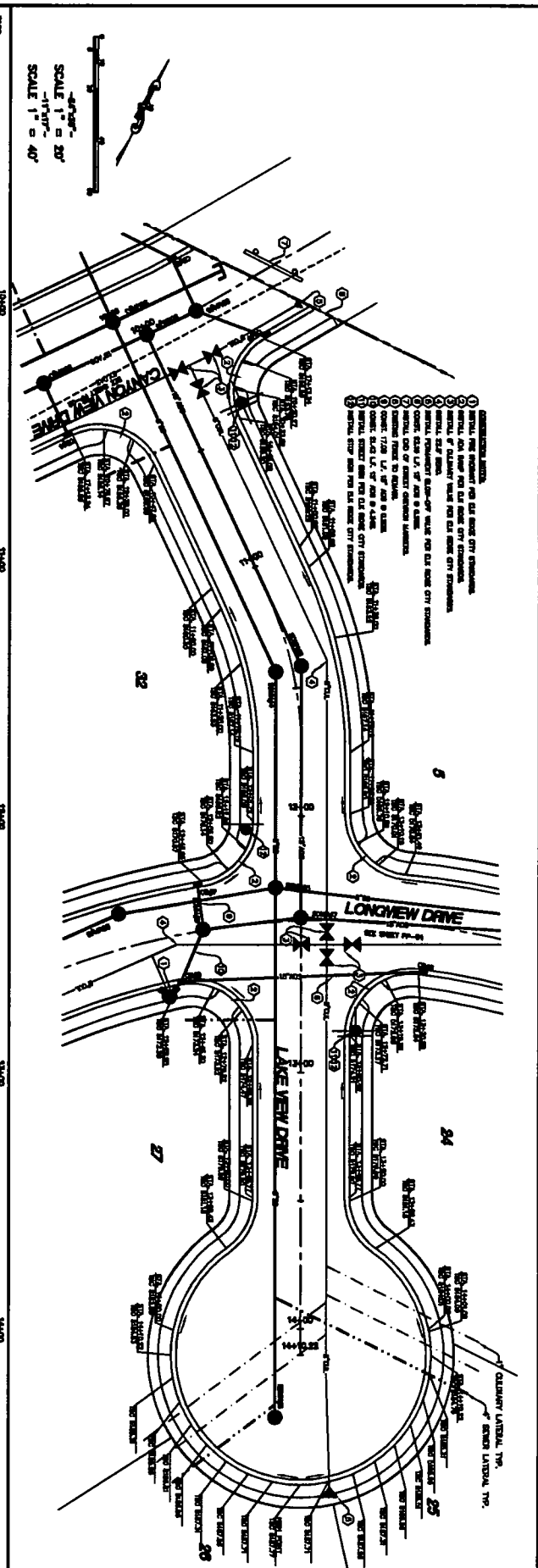
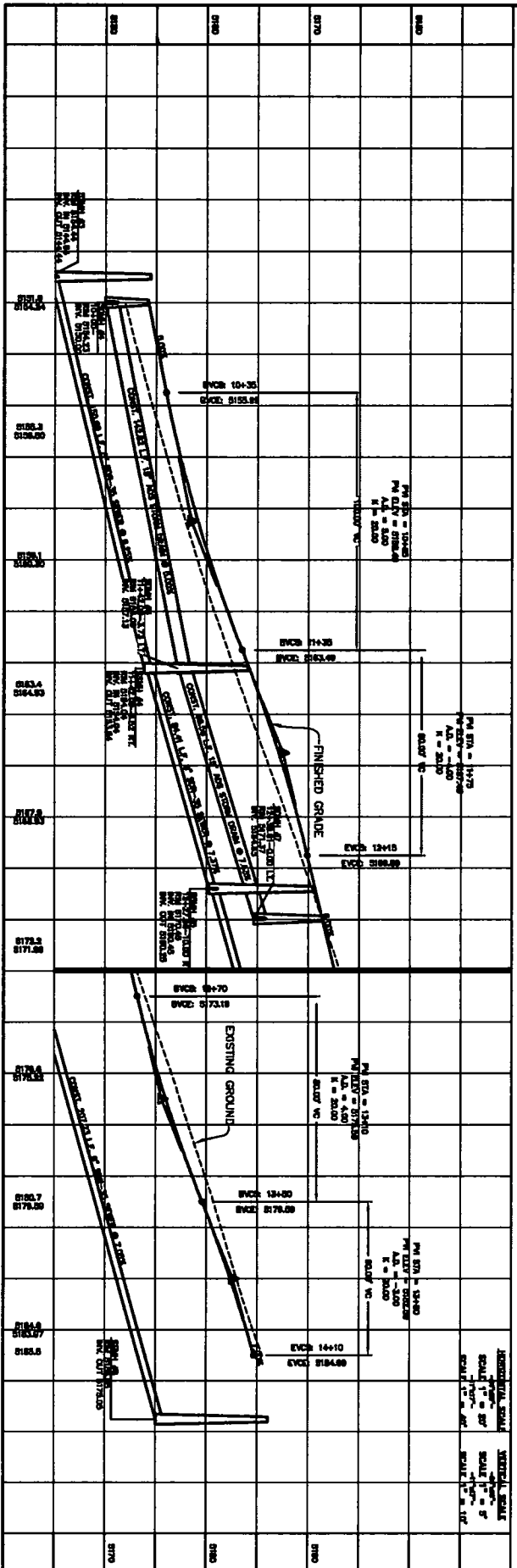
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LONGVIEW DRIVE
 STA. 18+50 TO STA. 21+88.24

LONGVIEW MEADOW
 ELK RIDGE, UTAH

SHEET NO.	
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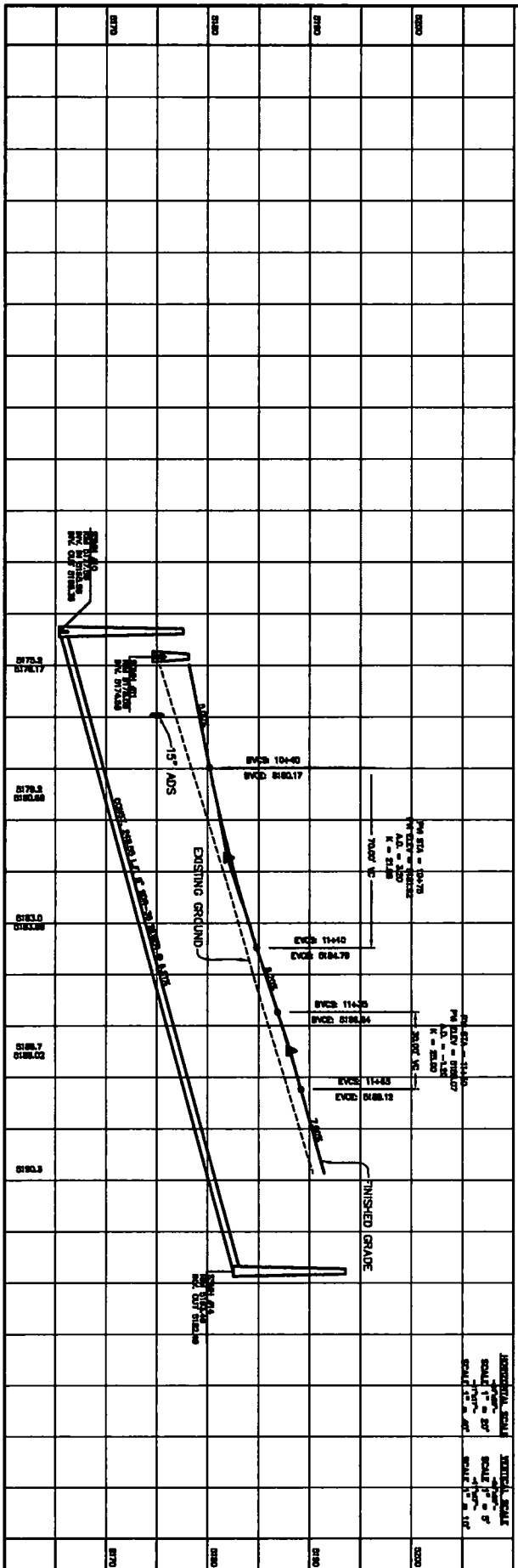
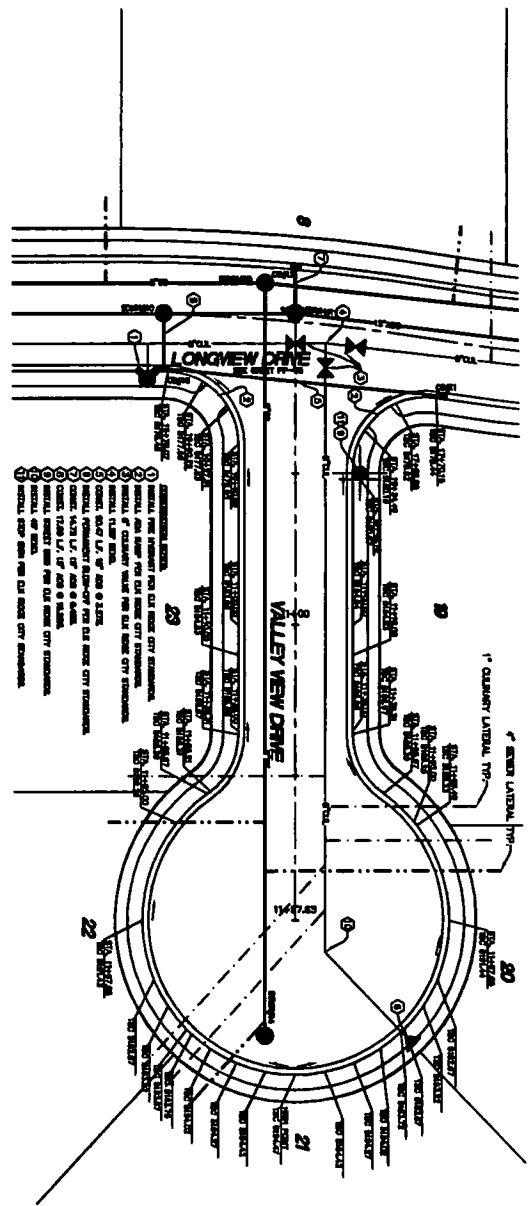
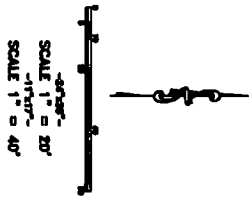


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STREET 2
 STA. 10+00 TO STA. 14+10.22
 LONGVIEW MEADOW
 ELK RIDGE, UTAH

SHEET NO.	PP-07
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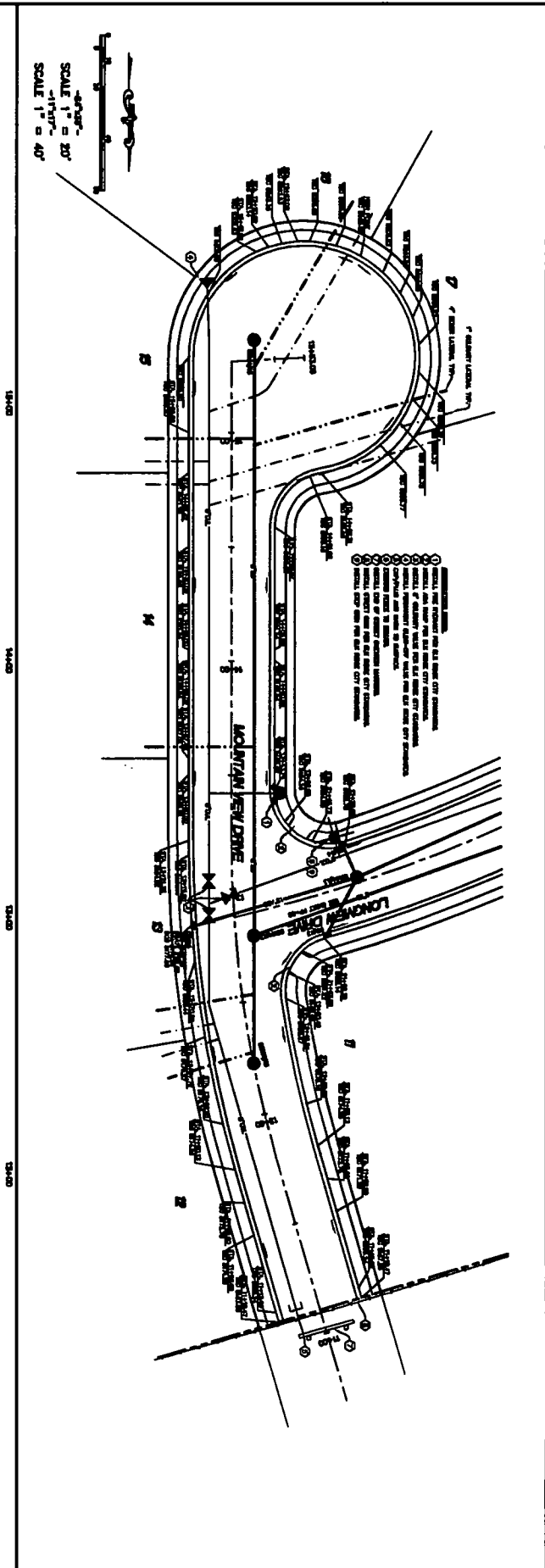
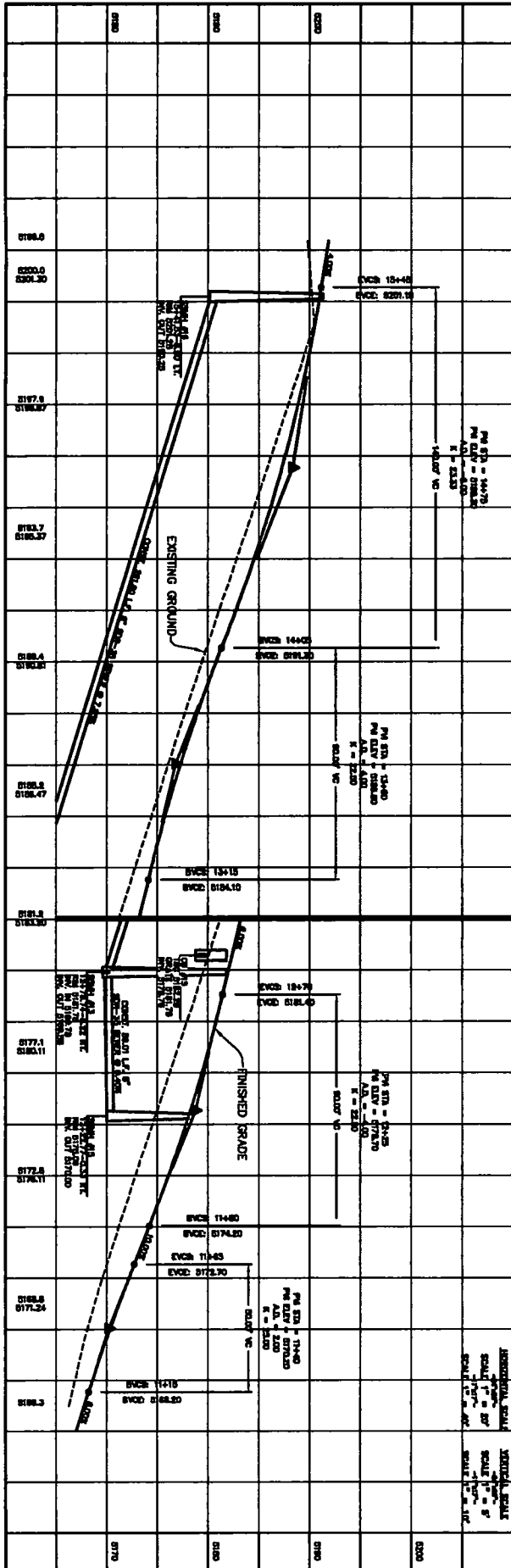
PHONE: 801-655-0566
FAX: 801-655-0109
949 E. 800 N. SUITE A
SPARKS FORD, UT 84660

VALLEY VIEW DRIVE
STA. 10+00 TO STA. 11+97.57

LONGVIEW MEADOW
ELK RIDGE, UTAH

DATE	DESCRIPTION	BY	CHK

SHEET NO.
PP-08



SCALE 1" = 20'
SCALE 1" = 40'

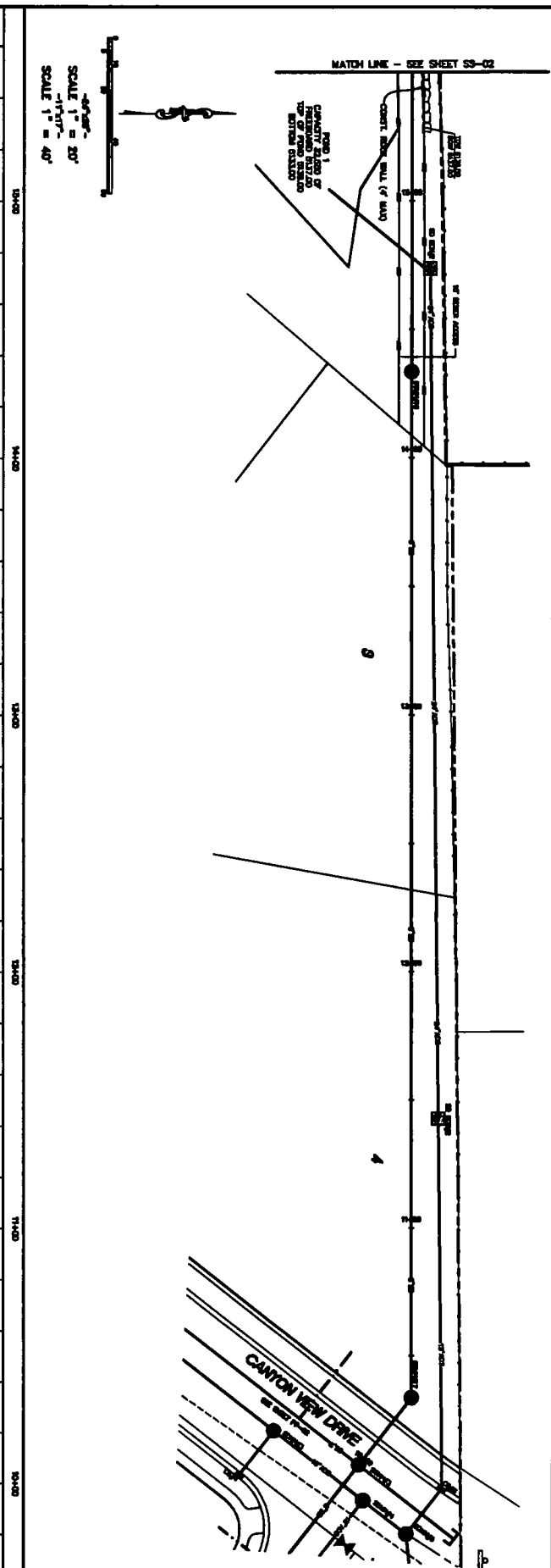
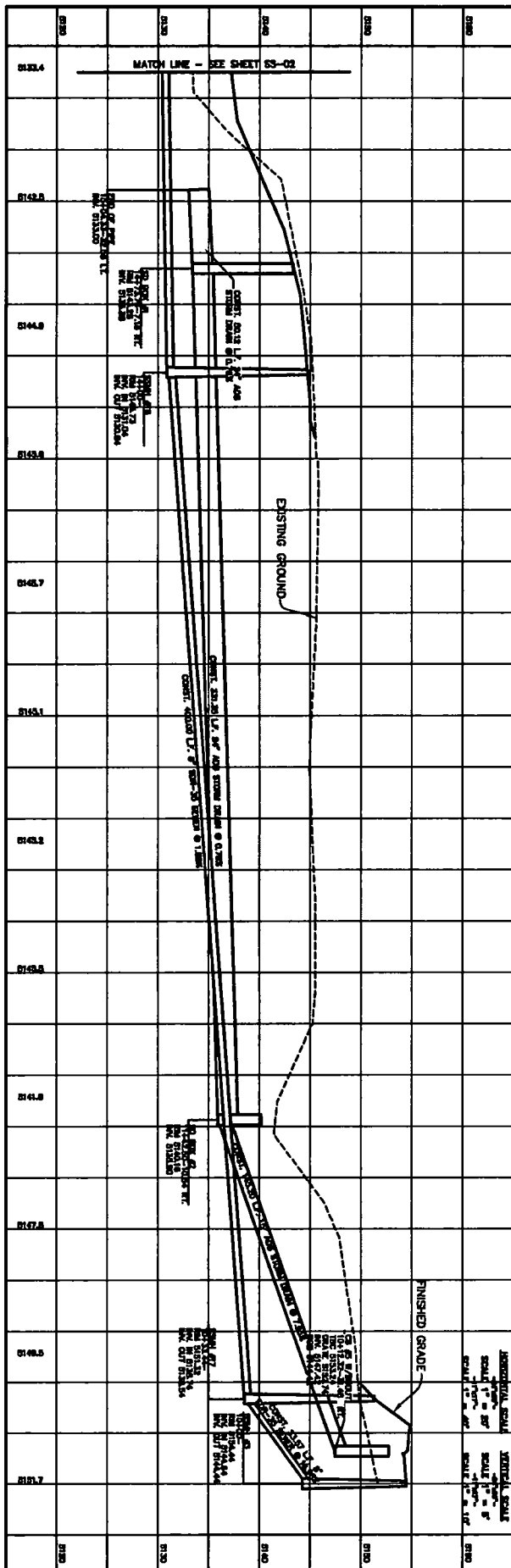
ATLAS ENGINEERING L.L.C.
 PHONE: 801-435-4266
 FAX: 801-435-0100
 946 E. 800 N. SUITE A
 SPANISH FORK, UT 84660

**MOUNTAIN VIEW DRIVE
 STA. 11+00 TO STA. 15+63.08**

**LONGVIEW MEADOW
 ELK RIDGE, UTAH**

NO.	REVISION	DATE

SHEET NO.
PP-09

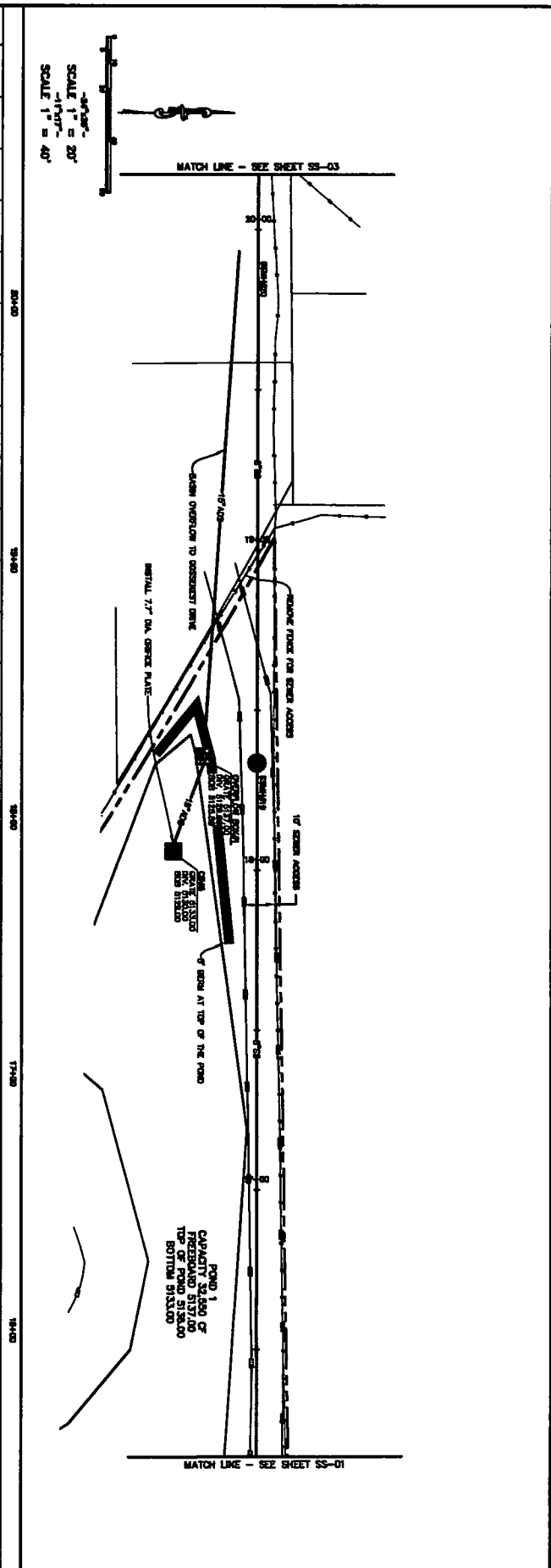
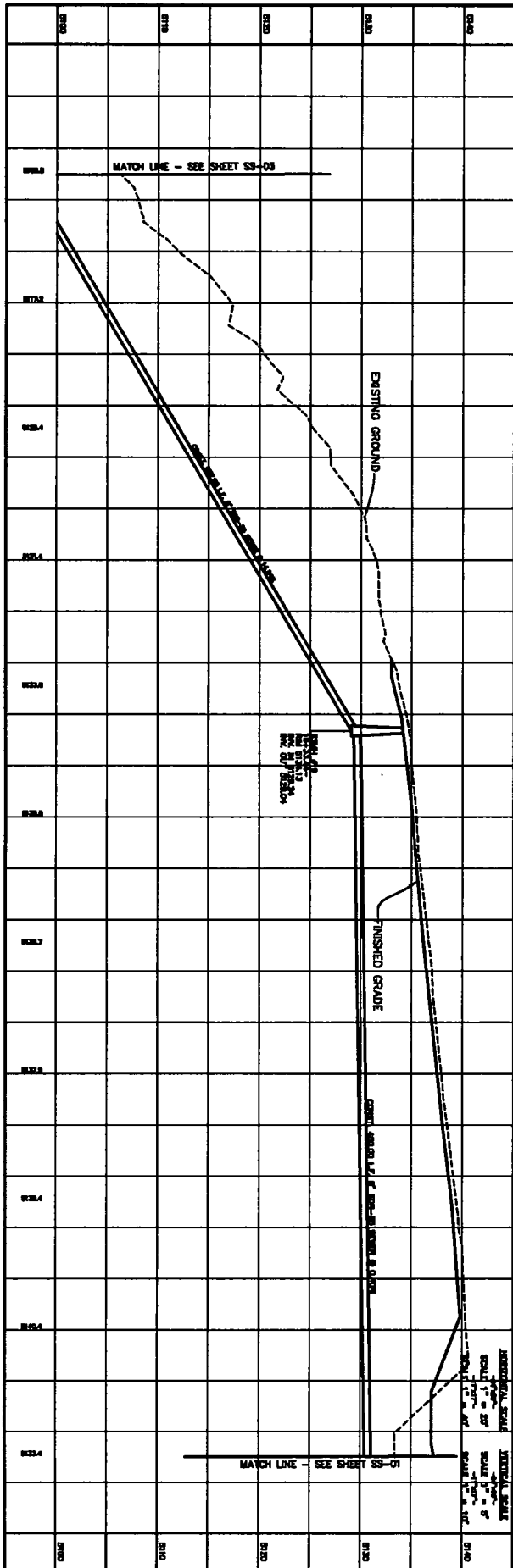


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OFFSITE SEWER
 STA. 10+00 TO STA. 15+00
 LONGVIEW MEADOW
 ELK RIDGE, UTAH

DATE	DESCRIPTION	BY	CHK

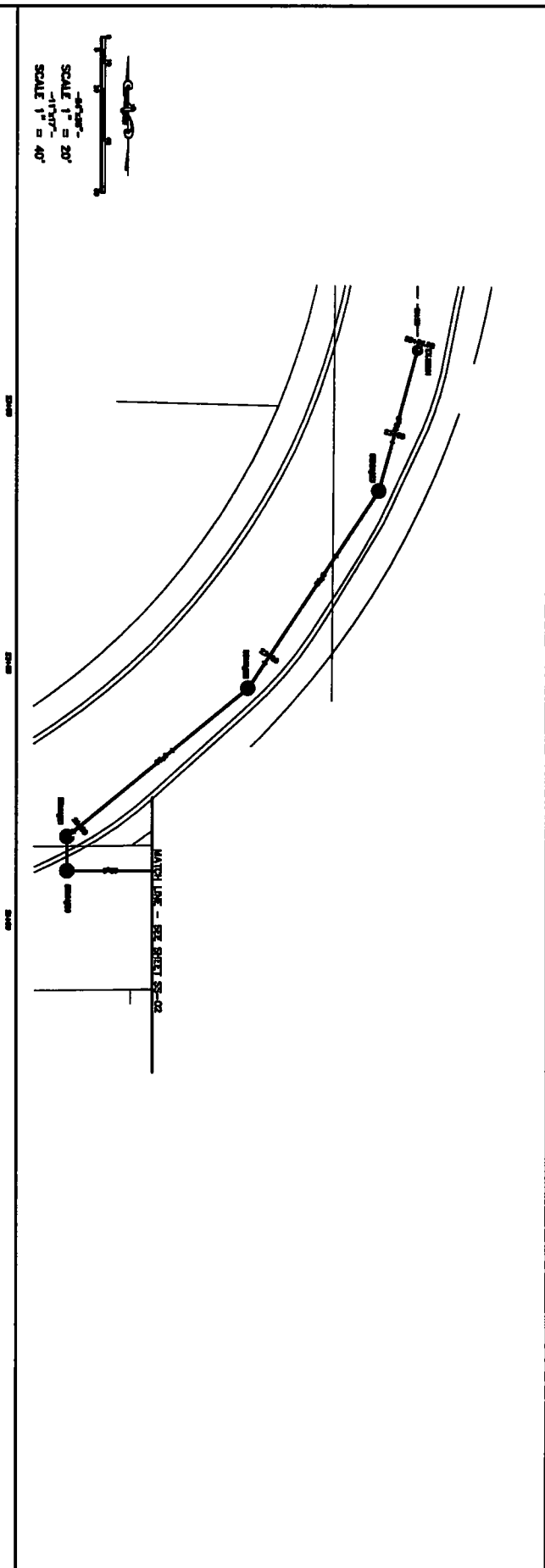
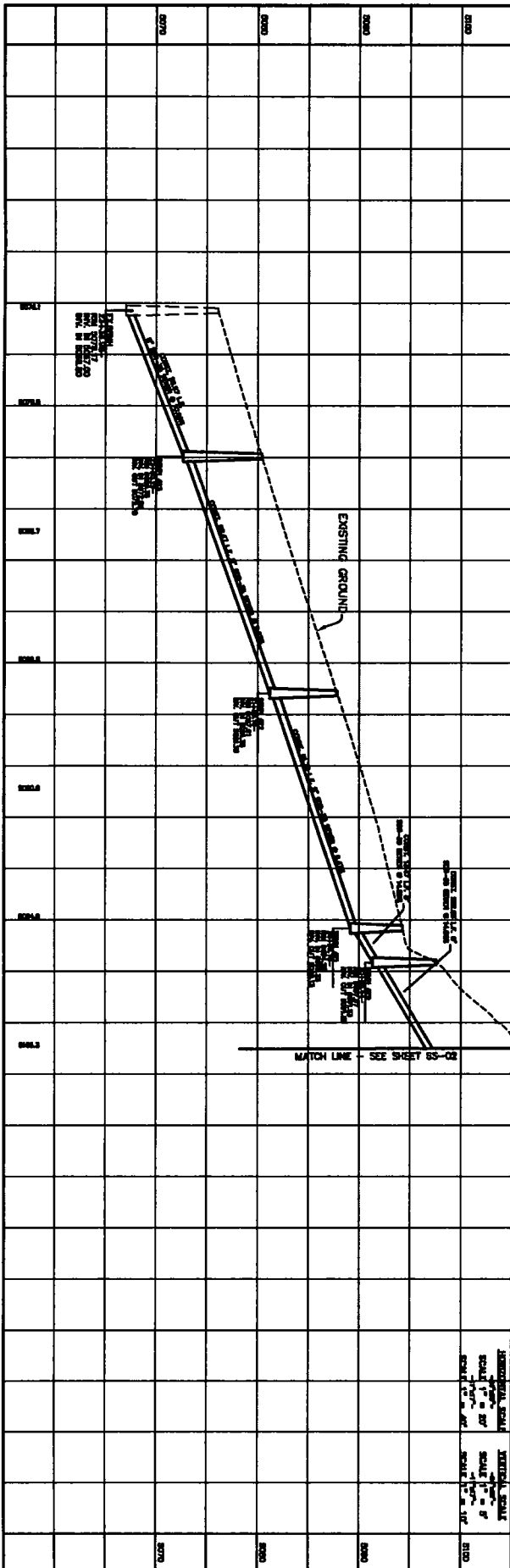
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SS-01



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OFFSITE SEWER
 STA. 15+50 TO STA. 20+50
 LONGVIEW MEADOW
 ELK RIDGE, UTAH

SHEET NO.	SS-02
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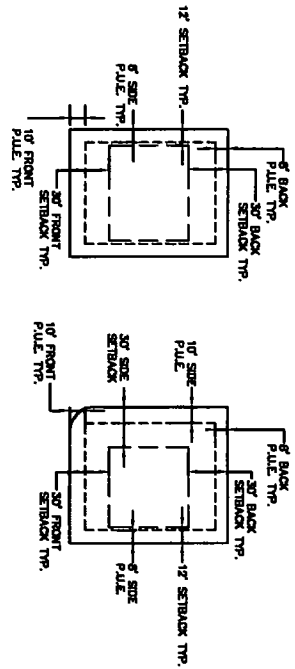
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 FAX: 801-655-0109
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OFFSITE SEWER
 STA. 20+50 TO STA. 23+36.98
 LONGVIEW MEADOW
 ELK RIDGE, UTAH

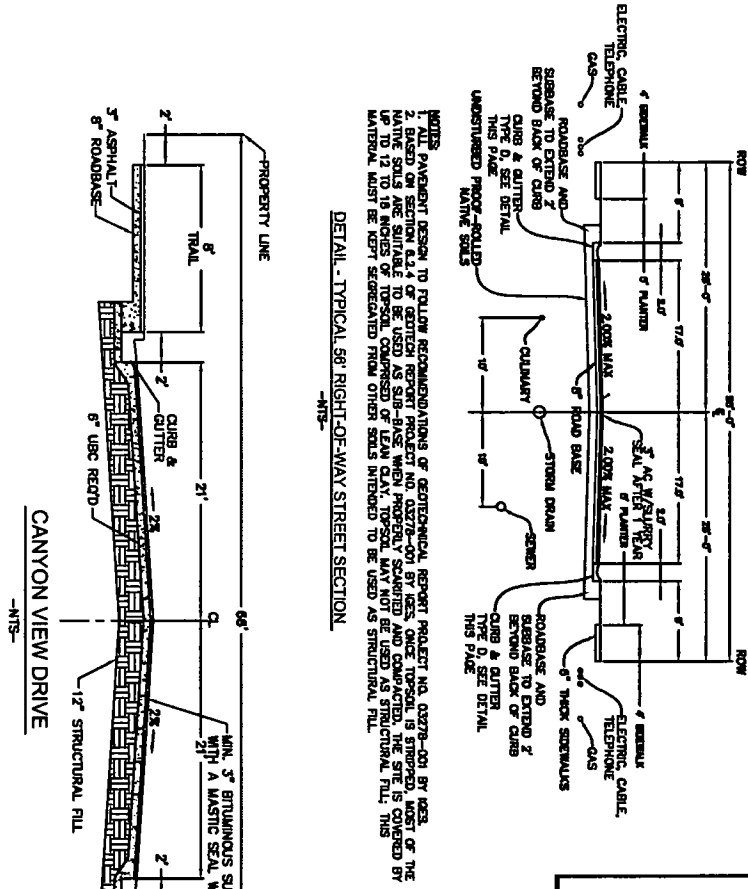
DATE	DESCRIPTION	BY	CHK

SHEET NO.
SS-03

INTERIOR LOT
DETAIL - TYPICAL BUILDING SETBACK AND EASEMENT

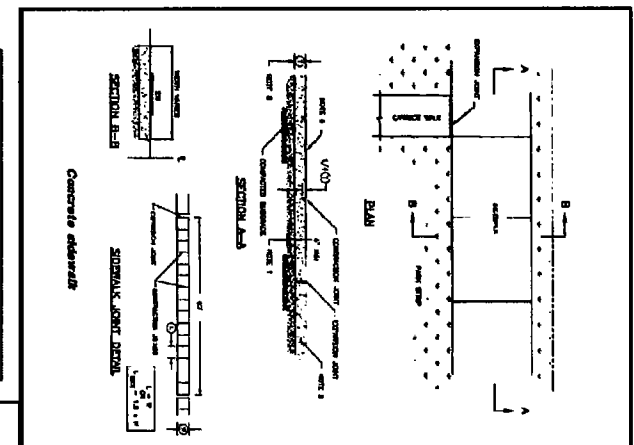


DETAIL - TYPICAL 58' RIGHT-OF-WAY STREET SECTION



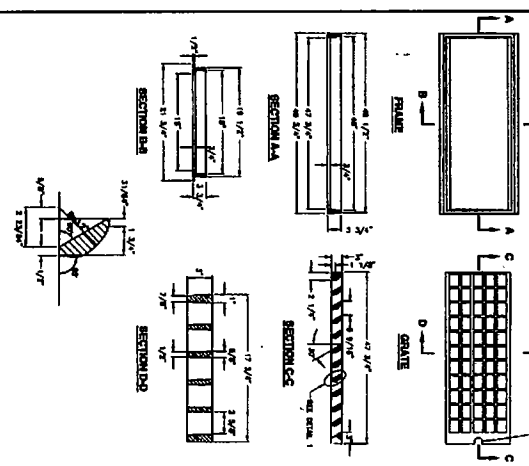
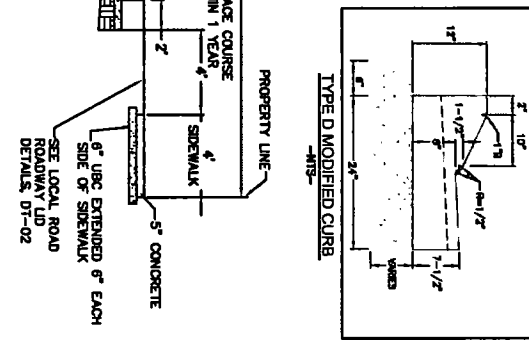
NOTES:
 1. ALL PAVEMENT DESIGN TO FOLLOW RECOMMENDATIONS OF GEOTECHNICAL REPORT PROJECT NO. 03278-001 BY NEES & ASSOCIATES, INC. FOR THE PROJECT. ALL PAVEMENT DESIGN SHALL BE BASED ON THE DATA PROVIDED BY THE CLIENT.
 2. ALL MATERIALS TO BE USED AS SHOWN OR SPECIFIED IN THE DRAWINGS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
 3. ALL MATERIALS TO BE USED AS SHOWN OR SPECIFIED IN THE DRAWINGS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
 4. ALL MATERIALS TO BE USED AS SHOWN OR SPECIFIED IN THE DRAWINGS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
 5. ALL MATERIALS TO BE USED AS SHOWN OR SPECIFIED IN THE DRAWINGS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.

CANYON VIEW DRIVE
-NTS-

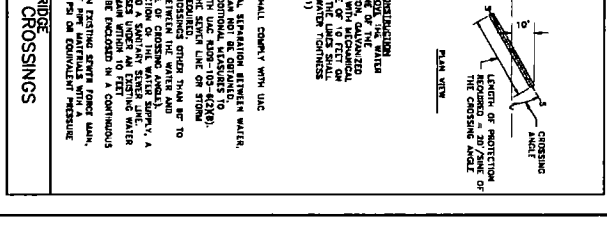
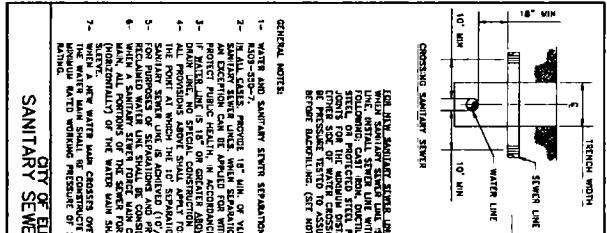
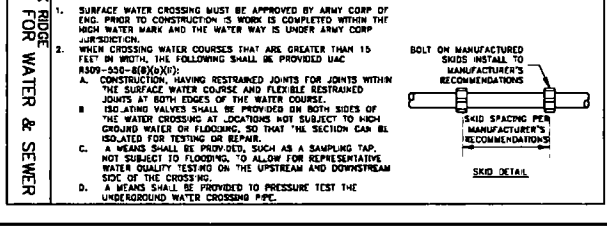
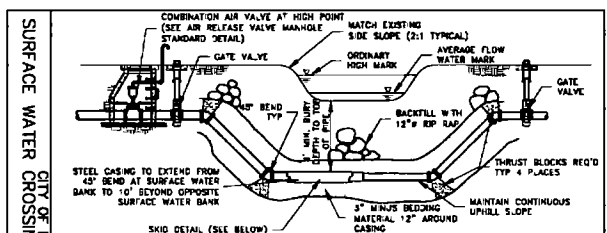
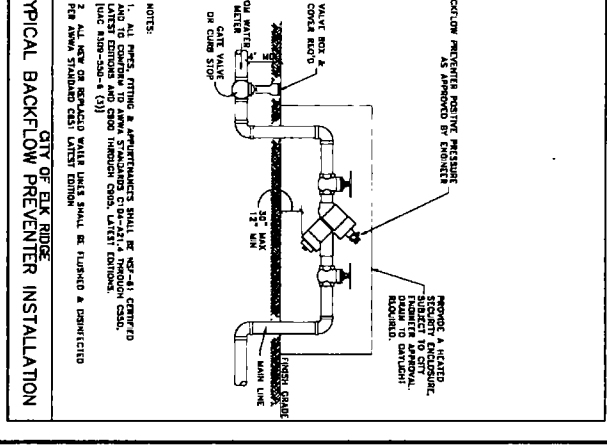
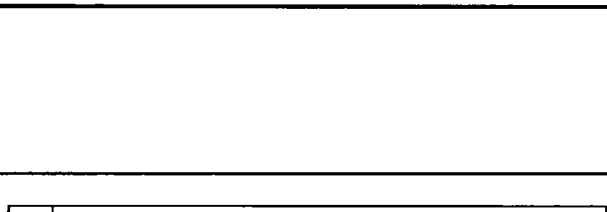
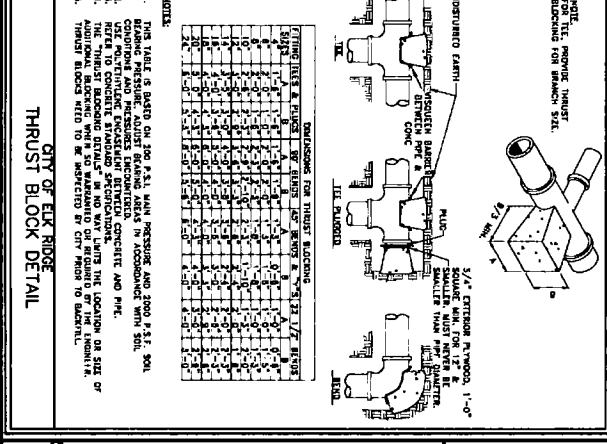
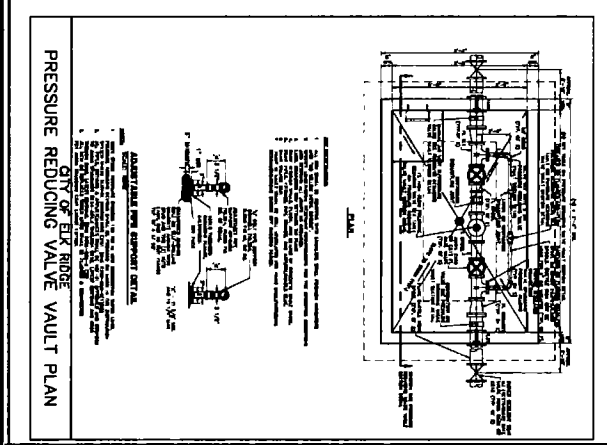
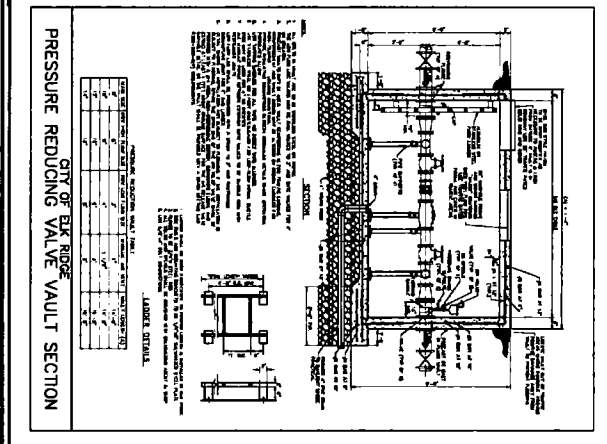
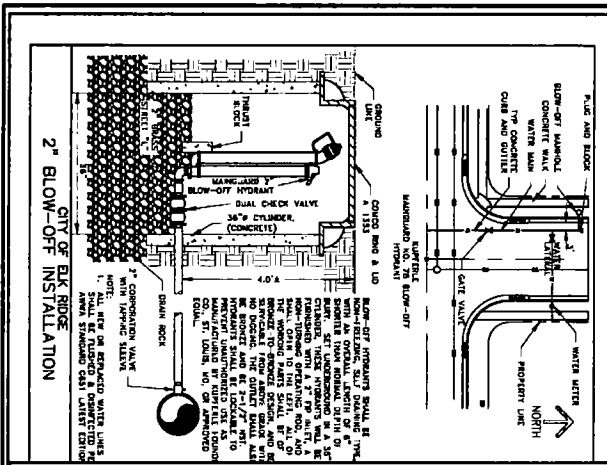


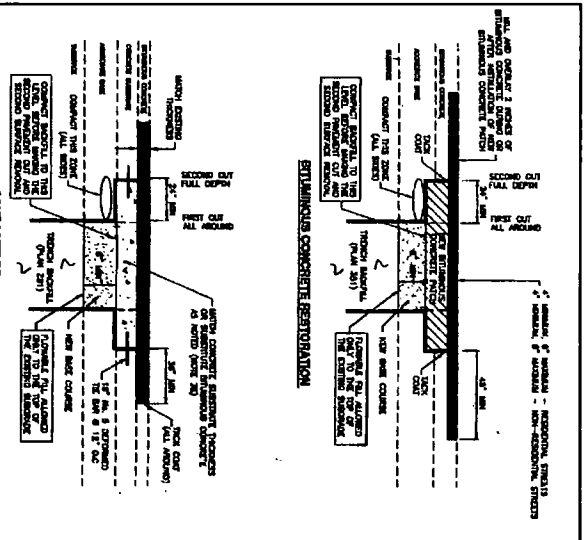
CONCRETE SIDEWALK STANDARD

1. UNPREPARED BASE COURSE: Provide material specified in APWA Section 02080, Division 02080 or approved local. Place per APWA Section 02222. Compact per APWA Section 02224 to a modular proctor density of 95-percent or greater. Maximum thickness is 8-inches before compaction.
2. CONCRETE: Class 4000 per APWA Section 02300. Place per APWA Section 02770. Cure per APWA Section 03300.
 - A. If necessary, provide concrete that achieves design strength in less than 7 days. Use sodium, however, as splitter grade slump if at temperature exceeds 90 degrees F.
 - B. Unless shown otherwise, provide 1/2-inch radius on concrete edges exposed to public view.
3. FINISH: Plan has been on longitudinal grades under 6% and rougher than on longitudinal grades over 6%.
4. DEPTH OF SIDEWALK:
 - A. New construction: Minimal of 18 residential zones, 6' in non-residential areas.
 - B. Removal and replacement construction: Match existing.



DETAIL 1
47 3/4" Grate and frame
309.2
Jan 2008





1. GENERAL

A. Vertical cuts in horizontal pavement may be done by saw or pavement striking. It cuts shall be made in accordance with the following specifications:

B. Repeat a 1/2 inch maximum if any of the following conditions occur prior to the placement of the end of the new year construction period:

- 1) If surface deterioration, such as raveling, is observed.
- 2) Separation appears at a connection to an existing pavement or any Street Fixture.
- 3) Cracks of greater than 1/8 inch depth occur and are not repaired within 15 days.
- 4) Pavement swelling is greater than 1 square foot per 100 square feet. Repair option - Mill and overlay, APVA Section 22 01 18.1 and 22 12 05.

2. PRODUCTS

A. Base Course: Untreated base course, APVA Section 22 11 23. Do not use gravel as a base course without ENHANCED compaction. (50 psi minimum) is 20 cm, APVA Section 21 05 15. It shall be ready including to vibration for consolidation.

B. Reinforcement: No. 5, galvanized or epoxy coated, clad metal, 60 ksi yield grade steel, ASTM A615.

C. Joint Material: Class A03, APVA Section 03 30 04.

D. Sealant: Class A03, APVA Section 03 30 04.

E. Test Coat: APVA Section 22 12 14.13.

F. Water/Weather Seal: Product 22-04-01, unless indicated otherwise.

G. Cold Weather Seal: Product 22-04-01, unless indicated otherwise.

3. EXECUTION

A. Base Course Placement: APVA Section 22 11 23. Maximum thickness shall be 20 cm. Compaction is 95 percent or greater unless otherwise specified.

B. Reinforcement: Place reinforcement in accordance with the specifications.

C. Joint Material: Place joint material in accordance with the specifications.

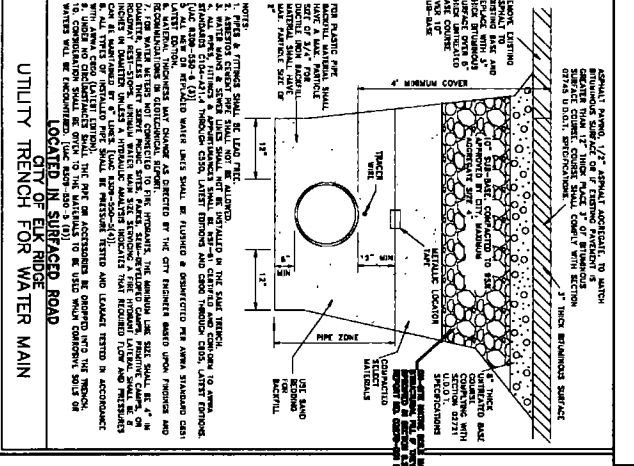
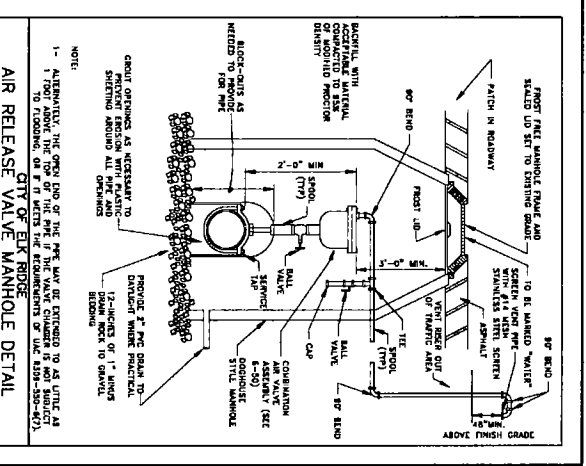
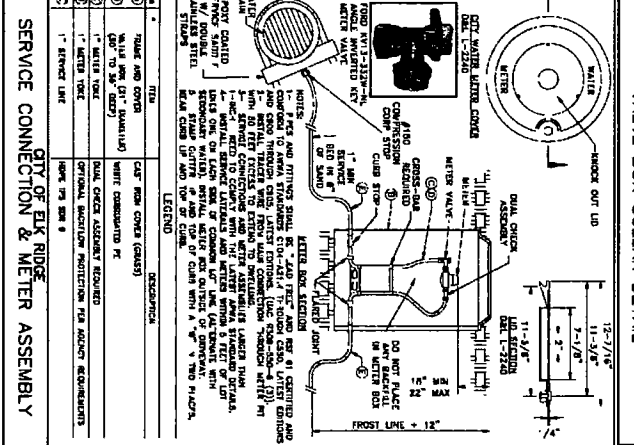
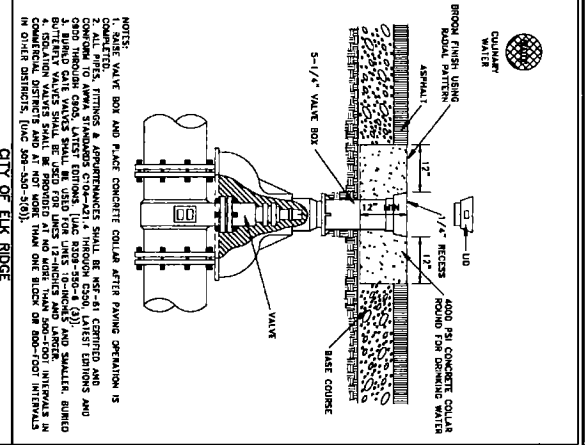
D. Sealant: Place sealant in accordance with the specifications.

E. Test Coat: Check all horizontal and vertical surfaces. Apply all components of surface. Minimum is 2-cm minimum over compaction. Compare to 95 percent of ASTM D2941.

F. Water/Weather Seal: If horizontal concrete is scheduled for Portland cement concrete substrate, omit water and provide 1.25 inches of bituminous concrete for each 1 inch of Portland cement concrete. Follow paragraph E requirements.

G. Cold Weather Seal: Not required if 11 days from 8 inches thick. 27" setting concrete is delimiting. 31" excavation is less than 3 feet square, or 4) if bituminous pavement is delimiting for Portland cement concrete substrate.

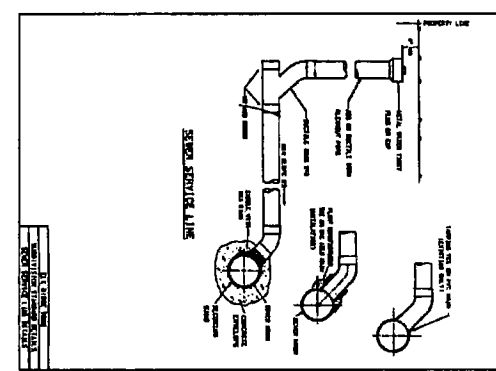
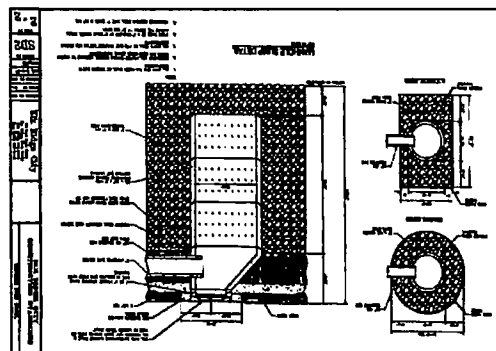
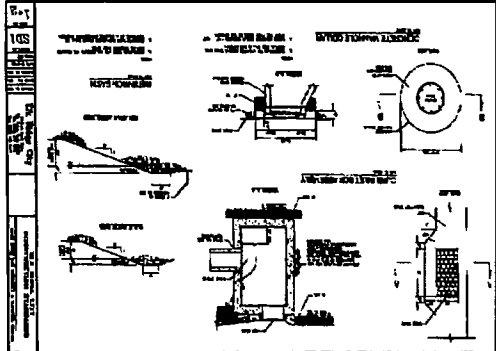
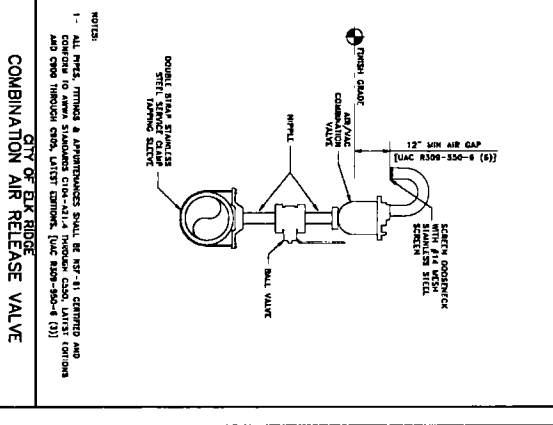
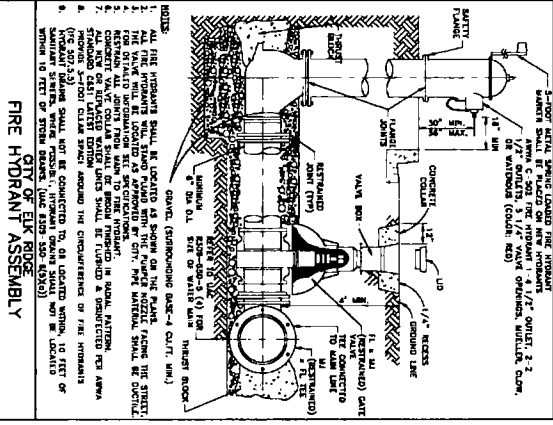
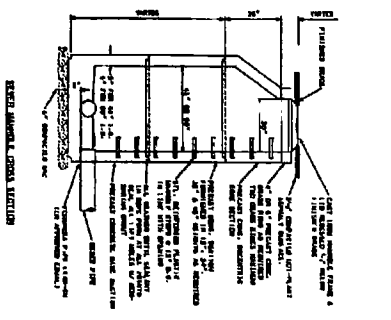
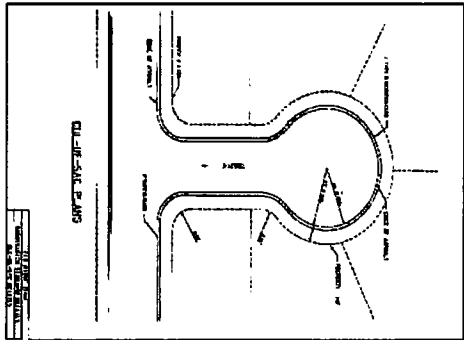
H. Concrete Slabs: Cure to meet test before placing new bituminous concrete patch.



ATLAS ENGINEERING LLC.
 PHONE: 801-855-0568
 FAX: 801-855-0109
 846 E 200 N SUITE A
 SPANISH FORK, UT 84660

DETAIL SHEET
 LONGVIEW MEADOW
 ELK RIDGE, UTAH

SHEET NO.
 DT-03

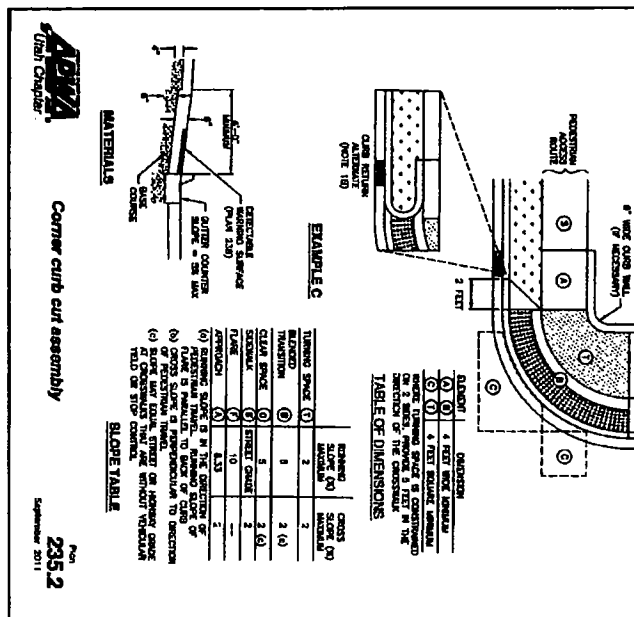
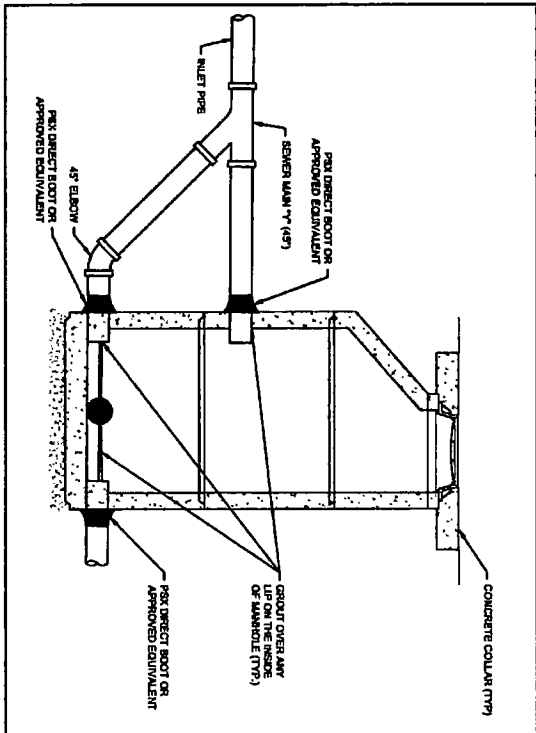
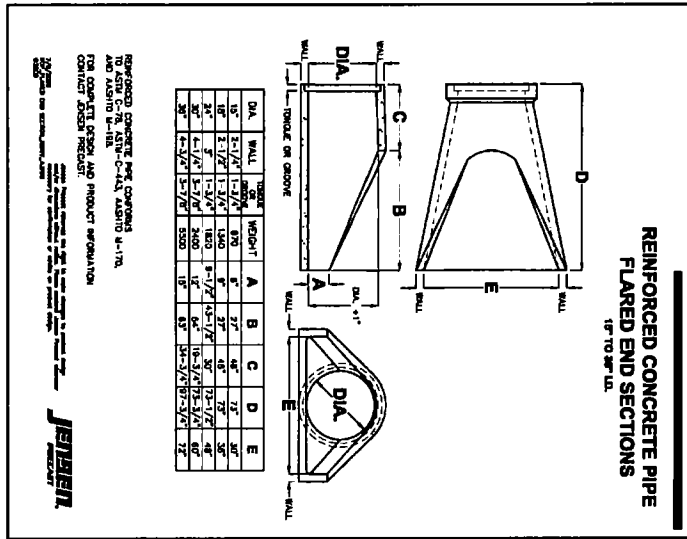


ATLAS ENGINEERING LLC.
 PHONE: 801-633-0568
 FAX: 801-633-0109
 948 E 500 N SUITE A
 SPANISH FORK, UT 84660

DETAIL SHEET
 LONGVIEW MEADOW
 ELK RIDGE, UTAH

NO.	DATE	BY	CHK
1			
2			
3			
4			

SHEET NO.
DT-04

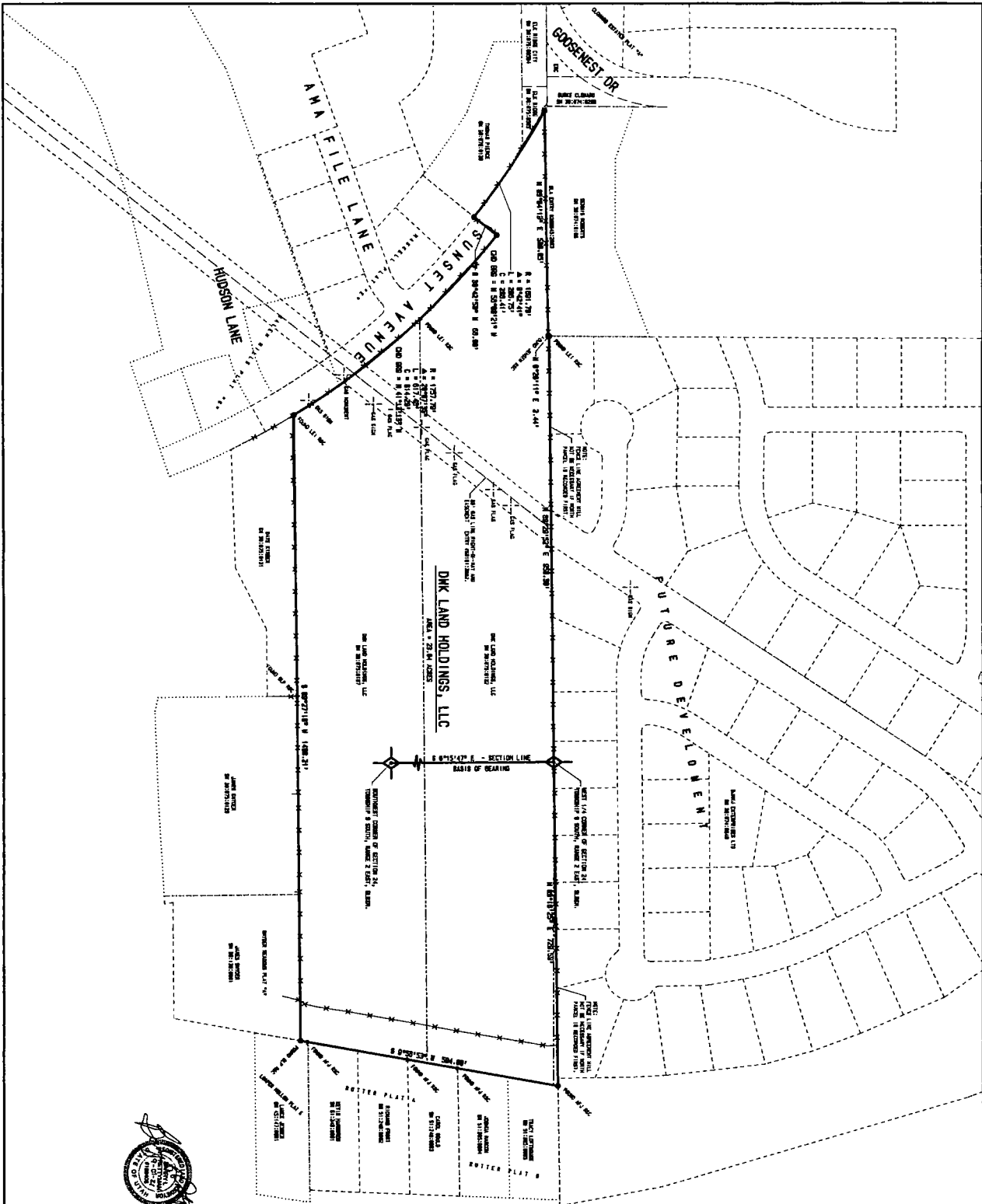


ATLAS ENGINEERING L.L.C.
 PHONE: 801-655-0586
 FAX: 801-655-0109
 945 E. 800 N. SUITE A
 SPANISH FORK, UT 84660

DETAIL SHEET

LONGVIEW MEADOW
ELK RIDGE, UTAH

SHEET NO.
DT-05



LEGEND:
 - - - - - 1" = 100' SCALE
 - - - - - 1" = 100' SCALE
 - - - - - 1" = 100' SCALE

SURVEYORS CERTIFICATE:
 I, the undersigned, being a duly Licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey plat as shown to me by the owner of the land herein surveyed, and that the same conforms to the requirements of the laws of the State of Utah in that behalf made, and that the same is a true and correct copy of the original survey plat as shown to me by the owner of the land herein surveyed, and that the same conforms to the requirements of the laws of the State of Utah in that behalf made.

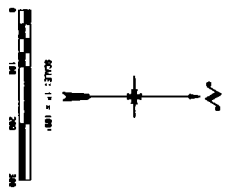
ABSTRACT:
 This plat shows the subdivision of the land herein surveyed into lots, and the same is subject to the provisions of the laws of the State of Utah in that behalf made, and that the same is a true and correct copy of the original survey plat as shown to me by the owner of the land herein surveyed, and that the same conforms to the requirements of the laws of the State of Utah in that behalf made.

GENERAL DESCRIPTION:
 This plat shows the subdivision of the land herein surveyed into lots, and the same is subject to the provisions of the laws of the State of Utah in that behalf made, and that the same is a true and correct copy of the original survey plat as shown to me by the owner of the land herein surveyed, and that the same conforms to the requirements of the laws of the State of Utah in that behalf made.

SECTION LINE:
 The section line is shown as a dashed line, and the same is subject to the provisions of the laws of the State of Utah in that behalf made, and that the same is a true and correct copy of the original survey plat as shown to me by the owner of the land herein surveyed, and that the same conforms to the requirements of the laws of the State of Utah in that behalf made.

BEARINGS AND DISTANCES:
 The bearings and distances are shown as follows: [List of bearings and distances]

ADDITIONAL NOTES:
 [Additional notes regarding the survey and land holdings]



ATLAS ENGINEERING
 646 EAST 900 NORTH - SUITE 34
 SPANISH FORK, UTAH - 84688
 PHONE: (801) 853 - 8566

DDK LAND HOLDINGS LLC
 RECORD OF SURVEY PLAT
 ELK RIDGE, UTAH

CREATED BY: S.L.P.
DATE: AUG. 12, 2021
APPROVED BY: S.L.P.
DATE REVISION: SEP. 1, 2021
REVISION: REVISED NORTH BOUNDARY TO MATCH FUTURE DEVELOPMENT PLAN.

SHEET No. 1 OF 1

EXHIBIT "B"

Accommodation Recording Only
This document is being recorded solely as a courtesy and an accommodation to the parties named therein. Key Land Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof and makes no representation as to the effect or validity of this document.

~~ENT 28646:2023 PG 1 of 8
Andrea Allen
Utah County Recorder
2023 May 05 01:05 PM FEE 40.00 BY JG
RECORDED FOR Key Land Title
ELECTRONICALLY RECORDED~~

When Recorded Return To:
Evolve Building & Development _____
79 W 900 N _____
Suite C _____
Springville, UT 84663 _____

Serial Number: 30:074:0014; 30:076:128; 30:076:0127

UTILITY AND SEWER EASEMENT AGREEMENT

THIS UTILITY AND SEWER EASEMENT AGREEMENT (this "Agreement") dated this 5th day of May, 2023, is by and between BJMKJ Enterprises, Ltd., a Utah limited partnership ("Grantor"), and Highlands at Elk Ridge, LLC, a Utah limited liability company ("Grantee").

RECITALS

- A. Grantee is the owner in fee simple of certain real property located in Utah County, Utah, as legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Grantee Property") adjacent to the Grantor Property.
- B. Grantee desires to construct, operate and maintain certain utilities and a sewer line over and through the Grantor Property in the area legally described and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area"), and Grantor is willing to grant to Grantee such easement rights upon the terms and subject to the conditions contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

- 1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, for its and their benefit, and for the benefit of its and their respective agents, employees, invitees, contractors, and licensees (collectively, the "Grantee Parties"), a permanent, non-exclusive easement (the "Easement"), together with all rights and privileges as or incidental to Grantee's use and enjoyment of its easement rights on, over, across, through and under the Easement Area for the purpose of accessing, installing, constructing, inspecting, maintaining, repairing, operating and/or replacing utilities, a sewer line, and related facilities and appurtenances benefitting Grantee's property (the "Facilities") for the purpose of delivering utilities and sewer services to the Grantee's property. It is hereby acknowledged that the Easement constitutes a servitude upon the Grantor Property and runs with the Grantor Property.
- 2. Installation and Maintenance Standards. At its sole cost and expense, Grantee shall install, operate, maintain, repair, replace and remove the Facilities in a good and safe working condition in accordance with the provisions of applicable law. Grantee shall obtain any

necessary permits and comply with all applicable laws. Grantor agrees to reasonably cooperate with the issuance of necessary permits. Grantee shall not be responsible for costs and expenses associated with the permits. Grantee shall promptly repair any damage to and shall restore the Grantor Property to as near its original condition as is reasonably possible.

3. Indemnity. Grantee accepts and assumes all risks of, and full responsibility for, Grantee's operations in the Easement Area and on the Grantor Property and agrees to the fullest extent permitted by law, and regardless of any limits of insurance carried by Grantee or its contractors, to unconditionally protect, indemnify, defend and hold harmless Grantor, its affiliates, and each of its respective partners, officers, directors, shareholders, members, managers, agents, employees, representatives and volunteers, from and against any and all liabilities, claims, losses, damages, bodily injury, death, investigations, actions, suits, judgments, demands, costs, and expenses (including but not limited to reasonable attorneys' fees and disbursements), arising out of or resulting from (i) the acts or omissions of Grantee, at any time within or upon the Grantor Property in connection with the use specified herein, (ii) the negligence or willful misconduct of Grantee or of any of its vendors, laborers, materialmen or other suppliers in the use of the Grantor Property, and/or (iii) Grantee's breach of this Agreement.

4. Reserved Rights of Grantor. Grantor reserves the right to use and occupy the Easement Area for any purposes that do not unreasonably interfere with the use and enjoyment of the Easement granted by Grantor under this Agreement.

5. Liens. Grantee shall promptly pay all costs for work done by it or caused to be done by it pursuant to rights and obligations created by this Agreement. Grantee shall keep the Easement Area free and clear of all construction and preconstruction liens and other liens on account of work done for Grantee or persons claiming under it. Should Grantor receive any Notice of Intent to File a Lien or if any such liens be filed or recorded, or any action affecting the title to the Easement Area be commenced, Grantee shall give Grantor prompt written notice thereof. Grantee shall thereafter promptly cause such liens to be removed of record and/or such action to be dismissed as against the Grantor within ten (10) days after filing of the liens or commencement of the action.

6. No Public Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easement to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement and the Easement granted hereunder shall be strictly limited to and for the purposes herein expressed. The right of any person to make any use whatsoever of the Easement under this Agreement is subject to the permission and control of the parties hereto. There are no intended third-party beneficiaries to this Agreement.

7. Amendment. This Agreement may not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument agreed to, executed and recorded by the parties.

8. **Captions.** The captions appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.

9. **Notices.** Except as expressly provided elsewhere in this Agreement, all notices and demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed certified or registered mail (return receipt requested) with postage prepaid, or sent by next day or overnight mail or courier, addressed as follows:

If to Grantor: Highlands at Elk Ridge, LLC
Attn: Collin Brinkerhoff
79 West 90 North, Ste. C
Springville, UT 84663
Email: collin@evolveut.com

If to Grantee: BKMKJ Enterprises, Ltd.
Attn: Jay Christensen
5344 West Willem Place
Highland, UT 84003
Email: _____

All such notices, requests, demands and other communications shall be deemed to have been received (i) if delivered personally, on the day delivered, (ii) if mailed registered or certified mail (return receipt requested), three days after date of mailing as indicated by certified or registered mail receipt, and (iii) if sent by next day or overnight mail or courier, on the day delivered. Each party may from time to time change its respective address for purposes of receipt of notice to another commercially serviceable address within the United States by means of a notice to the other party given in the manner provided in this section.

10. **Binding Effect.** This Agreement shall be binding upon, and shall inure to, the benefit of the parties and their respective successors and assigns.

11. **No Third-Party Beneficiaries.** This Agreement is made for the sole protection and benefit of the parties and their respective successors and assigns, and no other person or entity shall have any right of action hereon or hereunder.

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

13. **Governing Law.** This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Utah.

14. **Attorneys' Fees.** In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or

the interpretation hereof, the prevailing party, whether by judgment or out of court settlement, shall be entitled to recover from the losing party, reasonable expenses, attorneys' fees and costs incurred in connection therewith, for the enforcement of any judgment or award rendered therein.

15. Waiver. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. Severability. If any provision in this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.

17. Injunctive Relief. In the event of a breach, violation or threatened breach or violation of the rights created or granted by this Agreement, the non-breaching party shall, in addition to any and all other remedies available to it, be entitled to enforce the provisions of this Agreement by injunctive relief or otherwise.

18. Non-Merger. The Easement, rights and obligations granted and created by this Agreement are for the mutual benefit and protection of the present and all future owners of the Grantor Property and the Grantee Property; and, if there should at any time be common ownership of all or any of their respective properties, then it is the intention of the parties hereto that there should be no merger of such Easement, rights and benefits and such obligations, restrictions and burdens into the respective fee estate, but rather that such Easement, rights, benefits and such obligations, restrictions and burdens shall be separately preserved for the benefit of all future owners of the respective properties.

19. Entire Agreement. This Agreement embodies the entire understanding and agreement of the parties hereto with respect to the subject matter hereof.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Signatures hereto may be evidenced by email transmission which shall be treated as the original signature of such party.


[Remainder of Page Intentionally Left Blank]

**SIGNATURE PAGE FOR
UTILITY AND SEWER EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this UTILITY AND SEWER EASEMENT AGREEMENT as of the day and year first above written.

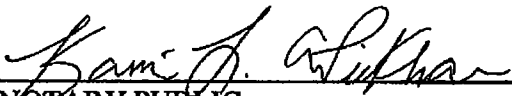
"GRANTOR"

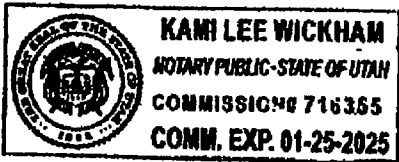
BJMKJ ENTERPRISES, LTD.,
a Utah limited liability partnership

By: 
Name: Jay Dee Christensen
Title: Partner

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 5 day of May, 2023, personally appeared before me, a Notary Public in and for the State of Utah, Jay Dee Christensen the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.


NOTARY PUBLIC



**SIGNATURE PAGE (CONT.) FOR
UTILITY AND SEWER EASEMENT AGREEMENT**

"GRANTEE"

HIGHLANDS AT ELK RIDGE, LLC,
a Utah limited liability company

By: Wesley Zufelt
Name: Wesley Zufelt
Title: Manager

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

On the 5 day of May, 2023, personally appeared before me, a Notary Public in and for the State of Utah, Wesley Zufelt, the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.

Kami Lee Wickham
NOTARY PUBLIC

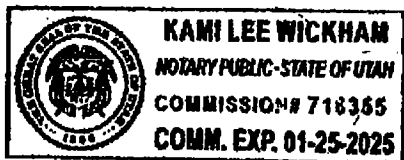


EXHIBIT A
LEGAL DESCRIPTION OF GRANTEE PROPERTY

Serial Number: 30:076:0127

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°29'52"W 958.89 FEET; THENCE N00°26'11"E 240.87 FEET; THENCE N66°33'10"E 126.72 FEET; THENCE S88°58'07"E 220.04 FEET; THENCE N85°36'43"E 252.56 FEET; THENCE N33°09'58"E 650.31 FEET; THENCE NORTHEASTERLY 168.03 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 25°08'12"; THE CHORD BEARS N45°44'04"E 166.68 FEET; THENCE N58°18'10"E 36.29 FEET; THENCE NORTHEASTERLY 28.07 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 107°12'45"; THE CHORD BEARS N04°41'47"E 24.15 FEET; THENCE N52°00'15"E 57.03 FEET; THENCE N48°54'35"W 51.69 FEET; THENCE N33°02'53"E 207.91 FEET; THENCE N50°55'29"W 102.38 FEET; THENCE N46°40'01"W 276.55 FEET; THENCE ALONG THE SOUTH BOUNDARY OF PREMIER POINT PHASE 3 SUBDIVISION THE FOLLOWING 3 COURSES TO WIT: (1) S89°53'12"E 493.04 FEET, (2) N29°21'11"W 9.79 FEET, (3) N89°42'27"E 23.12 FEET; THENCE S29°45'31"E 288.74 FEET; THENCE S21°47'03"E 36.39 FEET; THENCE NORTHWESTERLY 56.22 FEET ALONG THE ARC OF A 87.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 37°01'24", THE CHORD BEARS N52°08'34"W 55.24 FEET; THENCE N70°39'16"W 54.20 FEET; THENCE SOUTHWESTERLY 22.25 FEET ALONG THE CURVE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 84°57'56", THE CHORD BEARS S66°51'46"W 20.27 FEET; THENCE SOUTHWESTERLY 91.66 FEET ALONG THE ARC OF A 304.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 17°16'31", THE CHORD BEARS S33°01'04"W 91.31 FEET; THENCE S41°39'19"W 129.91 FEET; THENCE S32°11'05"E 275.84 FEET; THENCE S22°55'01"E 100.00 FEET; THENCE S21°58'54"E 111.04 FEET; THENCE S18°23'12"E 116.95 FEET; THENCE S11°56'07"E 120.68 FEET; THENCE S07°06'02"E 223.44 FEET; THENCE S01°33'49"E 204.90 FEET; THENCE S89°16'25"W 719.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

BEGINNING AT A POINT LOCATED NORTH 00°35'20" WEST ALONG THE SECTION LINE 1002.14 FEET AND EAST 149.34 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 48°54'35" WEST 361.33 FEET; THENCE ALONG THE ARC OF A 222.00-FOOT RADIUS CURVE TO THE LEFT 158.77 FEET (CHORD BEARS N 69°23'55" W 155.41 FEET); THENCE NORTH 89°53'14" WEST 238.83 FEET; THENCE ALONG THE ARC OF A 122.00-FOOT RADIUS CURVE TO THE LEFT 65.98 FEET (CHORD BEARS S 74°37'12" W 65.18 FEET); THENCE SOUTH 59°07'39" WEST 253.41 FEET; THENCE ALONG THE ARC OF A 228-FOOT RADIUS CURVE TO THE RIGHT 122.85 FEET (CHORD BEARS S 74°33'49" W 121.37 FEET); THENCE WEST 36.69 FEET; THENCE NORTH 00°21'31" EAST 56.00 FEET; THENCE EAST 36.34 FEET; THENCE ALONG THE ARC OF A 172.00-FOOT RADIUS CURVE TO THE LEFT 92.68 FEET (CHORD BEARS N 74°33'49" E 91.56 FEET); THENCE NORTH 59°07'39" EAST 253.41 FEET; THENCE ALONG THE ARC OF A 178.00-FOOT RADIUS CURVE TO THE RIGHT 96.26 FEET (CHORD BEARS N 74°37'12" E 95.09 FEET); THENCE SOUTH 89°53'14" EAST 238.83 FEET; THENCE ALONG THE ARC OF A 278.00-FOOT RADIUS CURVE TO THE RIGHT 198.82 FEET (CHORD BEARS S 69°23'55" E 194.61 FEET); THENCE SOUTH 48°54'35" EAST 372.13 FEET; THENCE SOUTH 52°00'15" WEST 57.03 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

When Recorded Return To:

Evolve Building & Development —
79 W 900 N —
Suite C —
Springville, UT 84663 —

Serial Number: 30:074:0014; 30:076:128; 30:076:0127

UTILITY AND SEWER EASEMENT AGREEMENT

THIS UTILITY AND SEWER EASEMENT AGREEMENT (this “Agreement”) dated this 22 day of May, 2023, is by and between BJMKJ Enterprises, Ltd., a Utah limited partnership (“Grantor”), and Elk Ridge City (“Grantee”). The Highlands at Elk Ridge, LLC (“Highlands”), a Utah limited liability company, is a party to this Agreement and a direct beneficiary thereof.

RECITALS

A. Grantor entered into a certain Utility and Sewer Easement Agreement with Highlands, dated May 5, 2023, and recorded on May 5, 2023, in the Office of the Utah County Recorder as Entry No. 28646:2023.

B. Highlands is the owner in fee simple of certain real property located in Utah County, Utah, as legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Highlands Property”) adjacent to the Grantor Property.

C. Grantor further desires to grant to Elk Ridge City, as the governing municipality, those rights set forth and contained in this Agreement to permit Elk Ridge City, as Grantee, to construct, operate, and maintain certain utilities and a sewer line over and through the Grantor Property in the area legally described and depicted on **Exhibit B** attached hereto and incorporated herein by this reference (the “Easement Area”), and Grantor is willing to grant to Grantee such easement rights upon the terms and subject to the conditions contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, for its and their benefit, and for the benefit of its and their respective agents, employees, invitees, contractors, and licensees (collectively, the “Grantee Parties”), a permanent, non-exclusive easement (the “Easement”), together with all rights and privileges as or incidental to Grantee’s use and enjoyment of its easement rights on, over, across, through and under the Easement Area for the purpose of accessing, installing, constructing, inspecting, maintaining, repairing, operating and/or replacing utilities, a sewer line, and related facilities and appurtenances benefitting the Highlands Property (the “Facilities”) for the purpose of delivering utilities and sewer services to

the Highlands Property. It is hereby acknowledged that the Easement constitutes a servitude upon the Grantor Property and runs with the Grantor Property.

2. Installation and Maintenance Standards. At its sole cost and expense, Highlands shall initially install the Facilities in a good and safe working condition in accordance with the provisions of applicable law. Grantee shall be responsible for the ongoing operation, maintenance, repair, replacement and removal of the Facilities. Highlands, and, where necessary, Grantee, shall obtain any necessary permits and comply with all applicable laws. Grantor agrees to reasonably cooperate with the issuance of necessary permits. Grantor shall not be responsible for costs and expenses associated with the permits. Grantee shall promptly repair any damage to and shall restore the Grantor Property to as near its original condition as is reasonably possible.

3. Indemnity. As to the actions of Grantee and its agents, representatives, employees, and contractors, Grantee accepts and assumes all risks of, and full responsibility for, Grantee's operations in the Easement Area and on the Grantor Property and agrees to the fullest extent permitted by law, and regardless of any limits of insurance carried by Grantee or its contractors, to unconditionally protect, indemnify, defend and hold harmless Grantor, its affiliates, and each of its respective partners, officers, directors, shareholders, members, managers, agents, employees, representatives and volunteers, from and against any and all liabilities, claims, losses, damages, bodily injury, death, investigations, actions, suits, judgments, demands, costs, and expenses (including but not limited to reasonable attorneys' fees and disbursements), arising out of or resulting from (i) the acts or omissions of Grantee, at any time within or upon the Grantor Property in connection with the use specified herein, (ii) the negligence or willful misconduct of Grantee or of any of its agents, representatives, employees, and contractors in the use of the Grantor Property, and/or (iii) Grantee's breach of this Agreement.

4. Reserved Rights of Grantor. Grantor reserves the right to use and occupy the Easement Area for any purposes that do not unreasonably interfere with the use and enjoyment of the Easement granted by Grantor under this Agreement.

5. Liens. Grantee shall promptly pay all costs for work done by it or caused to be done by it pursuant to rights and obligations created by this Agreement. Grantee shall keep the Easement Area free and clear of all construction and preconstruction liens and other liens on account of work done for Grantee or persons claiming under it. Should Grantor receive any Notice of Intent to File a Lien or if any such liens be filed or recorded, or any action affecting the title to the Easement Area be commenced, Grantee shall give Grantor prompt written notice thereof. Grantee shall thereafter promptly cause such liens to be removed of record and/or such action to be dismissed as against the Grantor within ten (10) days after filing of the liens or commencement of the action.

6. No Public Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easement to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement and the Easement granted hereunder shall be strictly limited to and for the purposes herein expressed. The right of any person to make any use whatsoever of the Easement under this

Agreement is subject to the permission and control of the parties hereto. There are no intended third-party beneficiaries to this Agreement.

7. Amendment. This Agreement may not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument agreed to, executed and recorded by the parties.

8. Captions. The captions appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.

9. Notices. Except as expressly provided elsewhere in this Agreement, all notices and demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed certified or registered mail (return receipt requested) with postage prepaid, or sent by next day or overnight mail or courier, addressed as follows:

If to Grantor: BKMKJ Enterprises, Ltd.
 Attn: Jay Christensen
 5344 West Willem Place
 Highland, UT 84003
 Email: collin@evolveut.com

If to Grantee: Elk Ridge City
 80 E. Park Drive
 Elk Ridge, UT 84651
 Email: coyle@elkridgecity.org

All such notices, requests, demands and other communications shall be deemed to have been received (i) if delivered personally, on the day delivered, (ii) if mailed registered or certified mail (return receipt requested), three days after date of mailing as indicated by certified or registered mail receipt, and (iii) if sent by next day or overnight mail or courier, on the day delivered. Each party may from time to time change its respective address for purposes of receipt of notice to another commercially serviceable address within the United States by means of a notice to the other party given in the manner provided in this section.

10. Binding Effect. This Agreement shall be binding upon, and shall inure to, the benefit of the parties and their respective successors and assigns.

11. No Third-Party Beneficiaries. This Agreement is made for the sole protection and benefit of the parties and their respective successors and assigns, and no other person or entity shall have any right of action hereon or hereunder.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

13. Governing Law. This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Utah.

14. Attorneys' Fees. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the prevailing party, whether by judgment or out of court settlement, shall be entitled to recover from the losing party, reasonable expenses, attorneys' fees and costs incurred in connection therewith, for the enforcement of any judgment or award rendered therein.

15. Waiver. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. Severability. If any provision in this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.

17. Injunctive Relief. In the event of a breach, violation or threatened breach or violation of the rights created or granted by this Agreement, the non-breaching party shall, in addition to any and all other remedies available to it, be entitled to enforce the provisions of this Agreement by injunctive relief or otherwise.

18. Non-Merger. The Easement, rights and obligations granted and created by this Agreement are for the mutual benefit and protection of the present and all future owners of the Grantor Property and the Highlands Property; and, if there should at any time be common ownership of all or any of their respective properties, then it is the intention of the parties hereto that there should be no merger of such Easement, rights and benefits and such obligations, restrictions and burdens into the respective fee estate, but rather that such Easement, rights, benefits and such obligations, restrictions and burdens shall be separately preserved for the benefit of all future owners of the respective properties.

19. Entire Agreement. This Agreement embodies the entire understanding and agreement of the parties hereto with respect to the subject matter hereof.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Signatures hereto may be evidenced by email transmission which shall be treated as the original signature of such party.

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**SIGNATURE PAGE (CONT.) FOR
UTILITY AND SEWER EASEMENT AGREEMENT**

"GRANTEE"

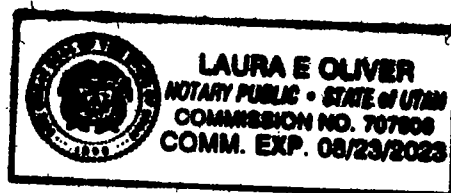
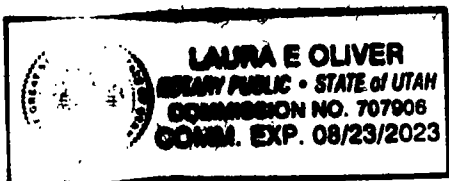
ELK RIDGE CITY

By: *[Signature]*
Name: Rob Haddock
Title: Mayor

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 1st day of June, 2023, personally appeared before me, a Notary Public in and for the State of Utah, Rob Haddock, the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.

Laura E. Oliver
NOTARY PUBLIC



Royce Sw
Royce Swensen, City Recorder

**SIGNATURE PAGE (CONT.) FOR
UTILITY AND SEWER EASEMENT AGREEMENT**

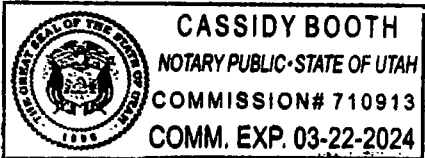
HIGHLANDS AT ELK RIDGE, LLC

By: Wesley Zfelt
Name: Wesley Zfelt
Title: Manager

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 22 day of May, 2023, personally appeared before me, a Notary Public in and for the State of Utah, Wesley Zfelt, the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.

Cassidy Booth
NOTARY PUBLIC



**EXHIBIT A
LEGAL DESCRIPTION OF HIGHLANDS PROPERTY**

Serial Number: 30:076:0127

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°29'52"W 958.89 FEET; THENCE N00°26'11"E 240.87 FEET; THENCE N66°33'10"E 126.72 FEET; THENCE S88°58'07"E 220.04 FEET; THENCE N85°36'43"E 252.56 FEET; THENCE N33°09'58"E 650.31 FEET; THENCE NORTHEASTERLY 168.03 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 25°08'12"; THE CHORD BEARS N45°44'04"E 166.68 FEET; THENCE N58°18'10"E 36.29 FEET; THENCE NORTHEASTERLY 28.07 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 107°12'45"; THE CHORD BEARS N04°41'47"E 24.15 FEET; THENCE N52°00'15"E 57.03 FEET; THENCE N48°54'35"W 51.69 FEET; THENCE N33°02'53"E 207.91 FEET; THENCE N50°55'29"W 102.38 FEET; THENCE N46°40'01"W 276.55 FEET; THENCE ALONG THE SOUTH BOUNDARY OF PREMIER POINT PHASE 3 SUBDIVISION THE FOLLOWING 3 COURSES TO WIT: (1) S89°53'12"E 493.04 FEET, (2) N29°21'11"W 9.79 FEET, (3) N89°42'27"E 23.12 FEET; THENCE S29°45'31"E 288.74 FEET; THENCE S21°47'03"E 36.39 FEET; THENCE NORTHWESTERLY 56.22 FEET ALONG THE ARC OF A 87.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 37°01'24", THE CHORD BEARS N52°08'34"W 55.24 FEET; THENCE N70°39'16"W 54.20 FEET; THENCE SOUTHWESTERLY 22.25 FEET ALONG THE CURVE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 84°57'56", THE CHORD BEARS S66°51'46"W 20.27 FEET; THENCE SOUTHWESTERLY 91.66 FEET ALONG THE ARC OF A 304.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 17°16'31", THE CHORD BEARS S33°01'04"W 91.31 FEET; THENCE S41°39'19"W 129.91 FEET; THENCE S32°11'05"E 275.84 FEET; THENCE S22°55'01"E 100.00 FEET; THENCE S21°58'54"E 111.04 FEET; THENCE S18°23'12"E 116.95 FEET; THENCE S11°56'07"E 120.68 FEET; THENCE S07°06'02"E 223.44 FEET; THENCE S01°33'49"E 204.90 FEET; THENCE S89°16'25"W 719.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

BEGINNING AT A POINT LOCATED NORTH 00°35'20" WEST ALONG THE SECTION LINE 1002.14 FEET AND EAST 149.34 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 48°54'35" WEST 361.33 FEET; THENCE ALONG THE ARC OF A 222.00-FOOT RADIUS CURVE TO THE LEFT 158.77 FEET (CHORD BEARS N 69°23'55" W 155.41 FEET); THENCE NORTH 89°53'14" WEST 238.83 FEET; THENCE ALONG THE ARC OF A 122.00-FOOT RADIUS CURVE TO THE LEFT 65.98 FEET (CHORD BEARS S 74°37'12" W 65.18 FEET); THENCE SOUTH 59°07'39" WEST 253.41 FEET; THENCE ALONG THE ARC OF A 228-FOOT RADIUS CURVE TO THE RIGHT 122.85 FEET (CHORD BEARS S 74°33'49" W 121.37 FEET); THENCE WEST 36.69 FEET; THENCE NORTH 00°21'31" EAST 56.00 FEET; THENCE EAST 36.34 FEET; THENCE ALONG THE ARC OF A 172.00-FOOT RADIUS CURVE TO THE LEFT 92.68 FEET (CHORD BEARS N 74°33'49" E 91.56 FEET); THENCE NORTH 59°07'39" EAST 253.41 FEET; THENCE ALONG THE ARC OF A 178.00-FOOT RADIUS CURVE TO THE RIGHT 96.26 FEET (CHORD BEARS N 74°37'12" E 95.09 FEET); THENCE SOUTH 89°53'14" EAST 238.83 FEET; THENCE ALONG THE ARC OF A 278.00-FOOT RADIUS CURVE TO THE RIGHT 198.82 FEET (CHORD BEARS S 69°23'55" E 194.61 FEET); THENCE SOUTH 48°54'35" EAST 372.13 FEET; THENCE SOUTH 52°00'15" WEST 57.03 FEET TO THE POINT OF BEGINNING.