

WHEN RECORDED MAIL TO:

Mountain Point, LLC  
252 West Center Street  
Orem, UT 84057

~~ENT 76477:2004 PG 1 of 16  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Jul 02 2:32 pm FEE 42.00 BY SDM  
RECORDED FOR COMMERCE LAND TITLE~~

\*\*\* BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION  
TO ADD A TOWNSHIP AND RANGE \*\*\*

2nd RECORDING  
ENT 80258:2004 PG 1 of 17  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Jul 13 1:01 pm FEE 44.00 BY JRD  
RECORDED FOR COMMERCE LAND TITLE

SPECIAL WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Mountain Home Development Corporation, a Utah corporation of Lehi City, County of Utah, ("**Grantor**"), hereby grants to Mountain Point, LLC, a Utah limited liability company, with an address of Orem, Utah ("**Grantee**"), the real property ("**Property**") in the City of Lehi of Utah County ("**County**"), State of Utah, that is described in **Exhibit "A"** hereto, provided that the said Grantor only warrants against the claims of those persons claiming by, through or under Grantor, but not otherwise, and subject to the other reservations and exceptions set forth below. Certain capitalized terms used herein are defined in Section D below.

EXCEPTING AND RESERVING UNTO GRANTOR, its successors and assigns, together with the right to grant and transfer all or a portion of the same, as follows:

A. To the extent not already reserved by prior owners:

1. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing; and

2. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the subsurface resources on or from the Property, including the right to whipstock or directionally drill and mine from lands other than the Property, wells, tunnels and shafts into, through or across the subsurface of the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Property, and to redrill, retunnel, equip, maintain repair, deepen and operate any such wells or mines, but without the right to drill, mine, explore, operate, produce, store or remove any of the subsurface resources through or in the surface or the upper five hundred feet (500') of the subsurface of the Property.

B. To the extent not already reserved by prior owners, any and all water, water rights or interests therein appurtenant or relating to the Property or owned or used by Grantor in connection with or with respect to the Property (no matter how acquired by Grantor), whether such water rights shall be riparian, overlying, appropriative, littoral, percolating, prescriptive, adjudicate, statutory or contractual, together with the right and power to explore, drill redrill, remove and store the same from or in the Property or to divert or otherwise utilize such water, rights or interests on any other property owned or leased by Grantor; but without, however any right to enter upon the surface of the Property in the exercise of such rights.

C. Nonexclusive easements in gross on, over and under the Property for the construction, installation, maintenance, repair and replacement of (1) electric, gas, water, sewer, drainage, facilities, and (2) transmission lines for any type of energy generating facility, provided that the exercise of these easement rights shall not unreasonably interfere with Grantee's development of the Property.

D. Exclusive and Nonexclusive easements for Telecommunications Services as defined below.

D.1 **Definitions.** When the following capitalized terms are used in this Special Warranty Deed, unless otherwise indicated herein, they have the following meanings.

a. **"Improvement"** means any structure, fixture, vegetation and appurtenance including buildings, walkways, pipes, parking areas, recreational facilities, pools, driveways, parking areas, fences, walls, landscaping, antennae, poles, signs, and storage areas.

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b. **"Telecommunications Easements"** are described in paragraph D.2 below.

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c. **"Telecommunications Facilities"** are defined as (1) Improvements, equipment and facilities for (i) telecommunications, (ii) transfer of audio, video and data signals, (iii) transfer of any other signals used for transmission of intelligence by electrical, light wave, wireless frequencies or radio frequencies, and (iv) any other methods of communication and information transfer, (2) all associated Improvements, equipment and facilities, including but not limited to outside plant ducts, manholes, riser cables, protection equipment, communications rooms, antennas, power outlets, power conditioning and back-up power supplies, cross connect hardware, copper, fiber, and coaxial cables, towers, broadcasting and receiving devices, conduits, junction boxes, wires, cables, fiber optics, and any other necessary or appropriate enclosures and connections, and (3) power generation serving the Improvements, equipment and facilities described in subparts (1) and (2) of this sentence. Grantor intends to have the term "Telecommunications Facilities" be interpreted as broadly as possible and to include relocated facilities, expansion of facilities, and/or facilities used for new technology that replaces the Telecommunications Facilities that are used when this Special Warranty Deed is executed. If there is a doubt as to whether an item fits within the definition of Telecommunications Facilities, the term is to be interpreted to include that item.

d. **"Telecommunications Operator"** means Grantor and its successors and assigns and contracting parties who have been granted rights and/or interests as a Telecommunications Operator.

e. **"Telecommunications Services"** are services that involve or relate to installing, constructing, operating, maintaining, enhancing, creating, repairing, expanding, replacing, relocating and removing Telecommunications Facilities on or in Telecommunications Sites.

f. **"Telecommunications Sites"** are defined as

i. Any above ground or underground areas of the Property, so long as the surface area is not developed with a building, pool, walkway, driveway, or parking area set forth on the Plat Map governing the Property.

ii. The term "Telecommunications Sites" is to be interpreted as broadly as possible. If there is a question as to whether a location in the Property is a Telecommunications Site, the location shall be interpreted as included within the definition of "Telecommunications Site".

iii. The number and exact location of each Telecommunications Site and/or Telecommunications Facility is to be determined by the Telecommunications Operator, subject only to the limitation that the location is not within a building, pool, walkway, driveway, or parking area (although cabling may be located underground and/or beneath a building, pool, walkway, driveway, or parking area).

## D.2 Reservation of Easements and Other Rights.

a. To the maximum extent allowed by law, Grantor excepts and reserves from the Property and retains the right to transfer and assign exclusive and nonexclusive easements in gross for the purposes of installing, maintaining, repairing, replacing, operating and relocating Telecommunications Facilities and conducting Telecommunications Services in the Property.

b. Grantor reserves, together with the right to grant and transfer all or a portion of the same, exclusive and nonexclusive easements in gross in, over, under, across and through the Property and all Improvements thereon for the purpose of access for the Telecommunications Services and to the Telecommunications Sites. These easements are intended to give the Telecommunications Operator access from a public street over the Property, into any building or other Improvement, into any rooms and other spaces, to the Telecommunications Sites.

**D.3 Rights in Connection with Easements.** The Telecommunications Operator has the right to trim and remove landscaping whenever, in Telecommunications Operator's reasonable judgment, it is necessary for the convenient and safe use of the Telecommunications Easements. The Telecommunications Operator has the right to use the mechanical, electrical, HVAC, plumbing systems and any other services provided by utilities serving the Property whenever, in Telecommunications Operator's reasonable judgment, it is necessary for use of the Telecommunications Easements so long as Telecommunications Operator reimburses Grantee for the actual cost of Telecommunications Operator's use of such services. The Telecommunications Facilities will not be deemed to be affixed to or a fixture of the Property. Grantee shall not access, operate, or move the Telecommunications Facilities.

**D.4 Limits on Telecommunications Easements.**

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- a. Use of the Telecommunications Easements shall not unreasonably interfere with use of the Property.
- b. Telecommunications Operator shall use reasonable efforts to minimize alteration, removal or damage to any landscaping caused in connection with Telecommunications Operator's exercise of the Telecommunications Easements
- c. Telecommunications Operator shall indemnify, defend and hold Grantee harmless from all liability resulting from Telecommunications Operator's use of the Telecommunications Easements.

**D.5 Limits on Grantee's Use of the Property**

- a. No person shall have access to any Telecommunication Sites without the prior consent of the Telecommunications Operator.
- b. Without the advance written consent of Telecommunications Operator, which consent shall not be unreasonably withheld, Grantee shall not dig or drill any well, plant any tree, construct any improvement, nor store fluids or other materials, within twenty feet (20') of any area where Telecommunications Facilities are located.
- c. Without the advance written consent of Telecommunications Operator, which consent shall not be unreasonably withheld, Grantee shall not (1) increase or decrease the ground surface elevations within twenty feet (20') of any area where underground Telecommunications Facilities are located, or (2) penetrate the ground surface to a depth in excess of eighteen inches (18").
- d. Grantee shall not grant or dedicate any easements, licenses or other rights on, across, under or over or affecting the Property that, in the opinion of the Telecommunications Operator, interfere with, compete with or conflict with the Telecommunications Easements.
- e. Grantee shall indemnify, defend and hold Telecommunications Operator harmless from use of the Property by Grantee, its employees, agents, invitees and its and invitees.
- f. Grantee shall execute and allow to be recorded against the Property such documents as Telecommunications Operator reasonably requests in connection with Telecommunications Operator's exercise or protection of its rights.

**E. Exclusive and Nonexclusive easements for access, ingress, and egress, for purposes of installing, operating, maintaining, repairing, inspecting, removing and replacing a cable television system and telecommunication and internet service lines (whether they are wireless or not) and related facilities and equipment, provided that the construction and installation of such facilities shall not unreasonably interfere with Grantee's development of the Property. All such community cable television and telecommunication lines, facilities and equipment shall repair the property of Grantor, its subsidiaries, successors, transferees and assigns, and transfer of all or any portion of the Property does not imply the transfer of any such community cable television and telecommunication easements or the lines, facilities or equipment located thereon.**

F. Nonexclusive easements in gross on, over and under the Property for construction, equipment storage, rights-of-way or other purposes as described and shown on *Exhibit "B"* attached hereto and by this reference made a part hereof.

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G. Permanent, nonexclusive easements in gross on, over and under all private and public streets, roads and walkways in the Property for the purpose of (i) vehicular and pedestrian ingress and egress to all portions of the adjacent property owned by Grantor or its successors ("*Adjacent Property*") and (ii) the construction, installation (including the right to connect to existing facilities), maintenance and use of electric, gas, cable, telephone, water, sewer, drainage and other utility facilities serving the Adjacent Property; provided, however, that the construction, installation and maintenance of such facilities shall not unreasonably interfere with Grantee's development or use of the Property.

SUBJECT TO:

1. **Exceptions.** The exceptions shown in *Exhibit "C"* attached and, in addition, all of the other exceptions described herein.

2. **Taxes and Assessments.** General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.

3. **Master Declaration.** That certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain, recorded on August 31, 2001, as Instrument No. 88405:2001, of Official Records of the County, and any amendments thereto ("*Master Declaration*").

4. **Other Restrictions.** All other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record.

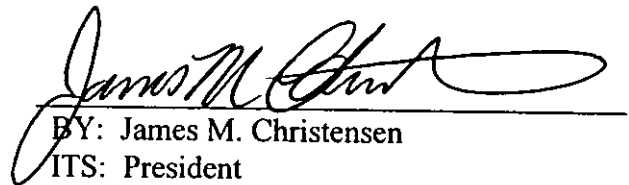
*[SIGNATURES ON FOLLOWING PAGE]*



**\*\* BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION; TO ADD THE TOWNSHIP AND RANGE\*\***


IN WITNESS WHEREOF, the Grantor has executed and delivered this Special Warranty Deed on the dates set forth below, to be effective as the date of its recordings

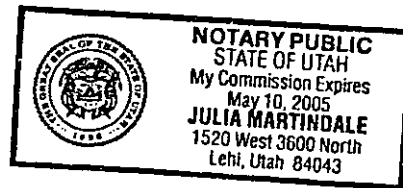
GRANTOR:  
MOUNTAIN HOME DEVELOPMENT CORP.  
A Utah corporation

  
BY: James M. Christensen  
ITS: President

STATE OF UTAH )  
                                  :SS  
COUNTY OF UTAH)

ON THE 13th DAY OF July, 2004 PERSONALLY APPEARED BEFORE ME JAMES M. CHRISTENSEN WHO BEING BY ME DULY SWORN DID SAY THAT he IS THE PRESIDENT OF MOUNTAIN HOME DEVELOPMENT CORPORATION, A UTAH CORPORATION AND THAT THE WITHIN FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID JAMES M. CHRISTENSEN ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

  
Notary Public  
Residing at: Salt Lake City, Utah



My Commission Expires: *May 10, 2005*

EXHIBIT "A"  
TO  
SPECIAL WARRANTY DEED  
LEGAL DESCRIPTION

## EXHIBIT "A"

File No. 040096

|| ENT 80258:2004 PG 8 of 17

### **proposed Winter Haven Phase 1**

COMMENCING at the Utah County brass cap monument monumentalizing the Southeast corner of Section 30, Township 4 South, Range 1 East; thence running West 7597.46 feet and North 5352.58 feet to the POINT OF BEGINNING; thence North 00°05'33" West 1233.04 feet; thence North 89°54'27" East 373.42 feet; thence North 85°51'48" East 432.22 feet to a point on a non-tangent curve and the Right-of-Way of Grey Hawk Drive; thence coincident with said Right-of-Way Southerly 153.72 feet along the arc of a 828.00 foot radius curve to the left through a central angle of 10°38'14" (Center bears North 57°23'01" East) to a point of reverse curvature; thence Southerly 138.17 feet along the arc of a 81.00 foot radius curve to the right through a central angle of 97°44'09" (Center bears South 46°44'47" West) to the Westerly Right-of-Way of Homestead Drive; thence coincident with said Right-of-Way the following six (6) courses (1) South 54°28'56" West 53.29 feet to a point of curvature (2) Southerly 442.69 feet along the arc of a 628.00 foot radius curve to the left through a central angle of 40°23'21" (Center bears South 35°31'04" East) (3) South 14°05'35" West 323.71 feet to a point of curvature (4) Southerly 234.94 feet along the arc of a 444.00 foot radius curve to the right through a central angle of 30°19'05" (Center bears North 75°54'25" West) (5) South 44°24'40" West 283.70 feet to a point of curvature (6) Southerly 22.98 feet along the arc of a 16.00 foot radius curve to the right through a central angle of 82°16'49" (Center bears North 45°35'20" West) to the Northerly Right-of-Way of Traverse Mountain Boulevard; thence coincident with said Right-of-Way Westerly 206.55 feet along the arc of a 520.00 foot radius curve to the left through a central angle of 22°45'31" (Center bears South 36°41'29" West) to the POINT OF BEGINNING.

### **proposed Winterhaven Phase 2**

COMMENCING at the Utah County brass cap monument monumentalizing the Southeast corner of Section 30, Township 4 South, Range 1 East; thence running West 7599.46 feet and North 6585.62 feet to the POINT OF BEGINNING; thence North 00°05'33" West 1031.02 feet; thence North 61°43'55" East 100.72 feet to a point of curvature; Northerly 147.51 feet along the arc of a 378.00 foot radius curve to the left through a central angle of 22°22'06" (Center bears North 28°16'05" West); thence South 55°12'00" East 617.35 feet to a point on a non-tangent curve and the Right-of-Way of Grey Hawk Drive; thence coincident with said Right-of-Way the following three (3) courses (1) Southerly 375.63 feet along the arc of a 608.00 foot radius curve to the left through a central angle of 35°23'54" (Center bears South 65°31'56" East) (2) South 10°55'50" East 133.76 feet to a point of curvature (3) Southerly 313.39 feet along the arc of a 828.00 foot radius curve to the left through a central angle of 21°41'08" (Center bears North 79°04'10" East); thence South 85°51'48" West 432.22 feet; thence South 89°54'27" West 373.42 feet to the POINT OF BEGINNING.

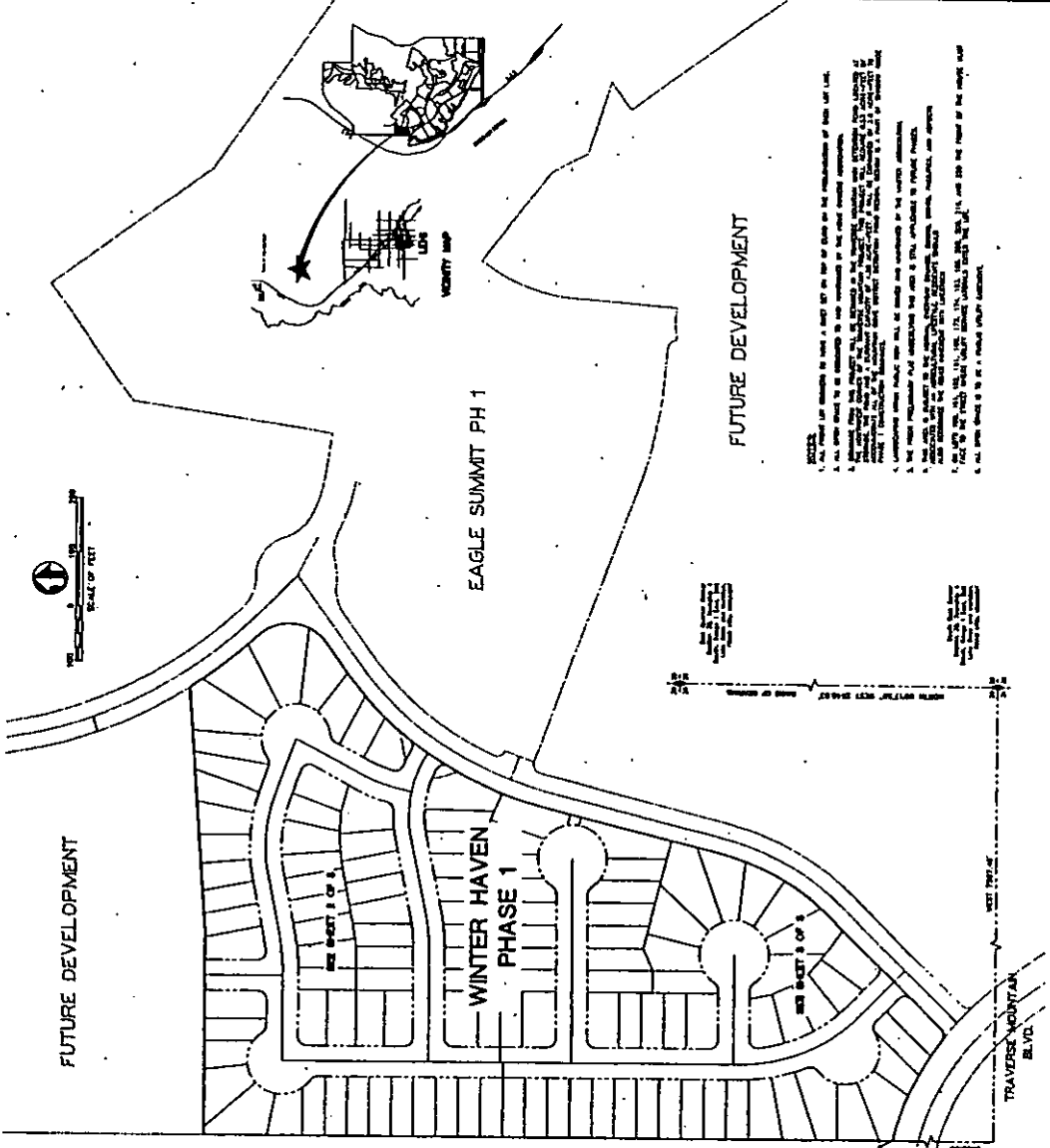


EXHIBIT "B"  
TO  
SPECIAL WARRANTY DEED ENT 80258:2004 PG 9 of 17  
NON EXCLUSIVE EASEMENTS IN GROSS

SEE SUBDIVISION PLAT MAP

# WINTER HAVEN PHASE 1

A PLANNED COMMUNITY DEVELOPMENT LOCATED IN SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASIN AND MORGAN, LIN CITY, UTAH COUNTY, UTAH.



- NOTES:**
1. ALL PLANS ARE SUBJECT TO THE CITY OF LIN CITY AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS.
  2. ALL PLANS MUST BE APPROVED BY THE CITY OF LIN CITY AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS.
  3. THE CITY OF LIN CITY AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS SHALL HAVE THE FINAL SAY IN ALL MATTERS.
  4. THE CITY OF LIN CITY AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS SHALL HAVE THE FINAL SAY IN ALL MATTERS.
  5. THE CITY OF LIN CITY AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS SHALL HAVE THE FINAL SAY IN ALL MATTERS.
  6. THE CITY OF LIN CITY AND THE UTAH DEPARTMENT OF HERITAGE AND ARTS SHALL HAVE THE FINAL SAY IN ALL MATTERS.

**EXHIBIT A (CONTINUED)**

1. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

2. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

**EXHIBIT B (CONTINUED)**

1. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

2. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

**EXHIBIT C (CONTINUED)**

1. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

2. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

**EXHIBIT D (CONTINUED)**

1. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

2. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

**EXHIBIT E (CONTINUED)**

1. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

2. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

**EXHIBIT F (CONTINUED)**

1. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

2. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

**EXHIBIT G (CONTINUED)**

1. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

2. The City of Lin City, Utah, hereby certifies that the information contained herein is true and correct to the best of its knowledge and belief.

Sheet 1 of 3



PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2004

BY THE LIN CITY PLANNING COMMISSION

PLANNING COMMISSION \_\_\_\_\_

PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2004

BY THE LIN CITY PLANNING COMMISSION

PLANNING COMMISSION \_\_\_\_\_

PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2004

BY THE LIN CITY PLANNING COMMISSION

PLANNING COMMISSION \_\_\_\_\_

**PSOMAS**

200 South Main Street, Salt Lake City, Utah 84111

(801) 378-3777 (fax) 378-3782 (fax)

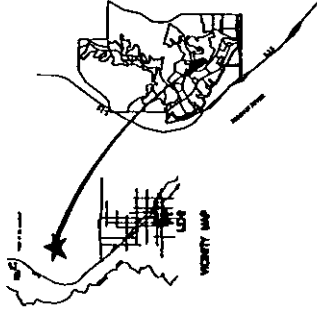




# WINTER HAVEN PHASE 2

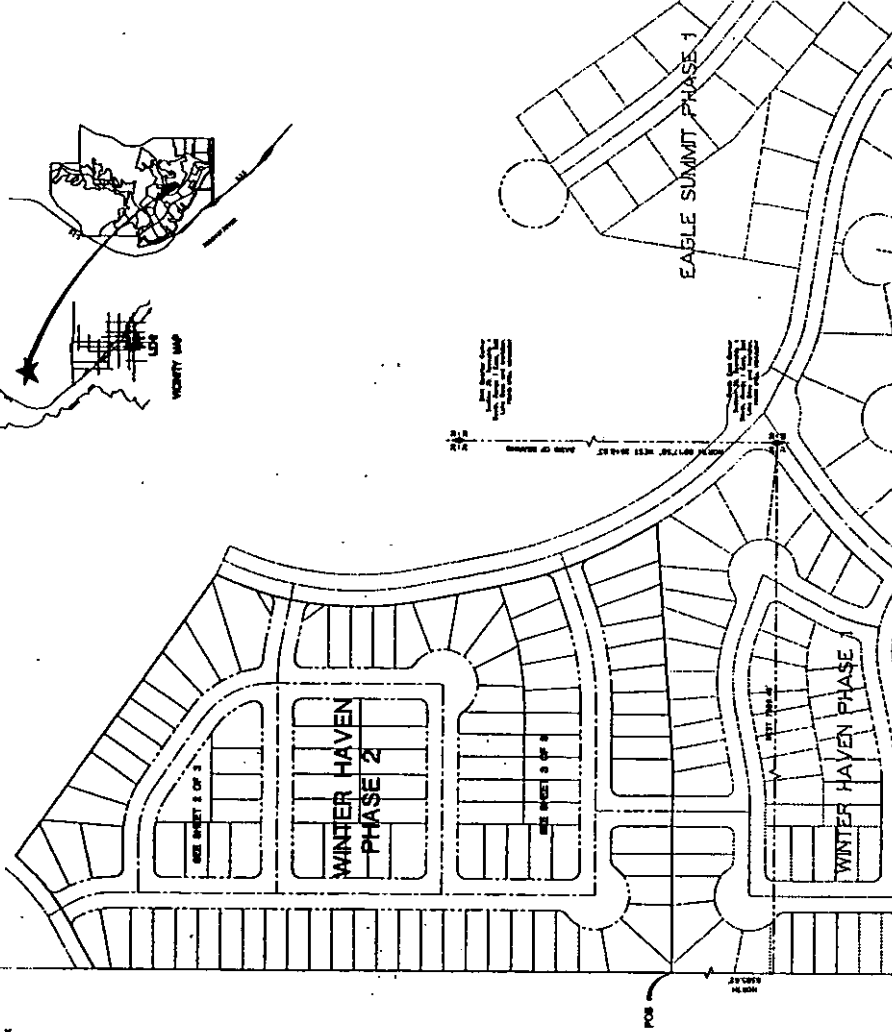
A PLANNED COMMUNITY DEVELOPMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH RANGEL 1 WEST, SALT LAKE BASE AND MERIDIAN, LEON CITY, UTAH COUNTY, UTAH.

- 1. THE CITY ENGINEER IS ISSUING THIS PLAN TO THE CITY ENGINEER FOR THE REGISTRATION OF THIS SET OF PLAN.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND THE CITY ENGINEER'S REQUIREMENTS.
- 3. THE CITY ENGINEER'S REQUIREMENTS SHALL BE THE BASIS FOR THE CITY ENGINEER'S SPECIFICATIONS AND THE CITY ENGINEER'S REQUIREMENTS.
- 4. THE CITY ENGINEER'S REQUIREMENTS SHALL BE THE BASIS FOR THE CITY ENGINEER'S SPECIFICATIONS AND THE CITY ENGINEER'S REQUIREMENTS.
- 5. THE CITY ENGINEER'S REQUIREMENTS SHALL BE THE BASIS FOR THE CITY ENGINEER'S SPECIFICATIONS AND THE CITY ENGINEER'S REQUIREMENTS.
- 6. THE CITY ENGINEER'S REQUIREMENTS SHALL BE THE BASIS FOR THE CITY ENGINEER'S SPECIFICATIONS AND THE CITY ENGINEER'S REQUIREMENTS.
- 7. THE CITY ENGINEER'S REQUIREMENTS SHALL BE THE BASIS FOR THE CITY ENGINEER'S SPECIFICATIONS AND THE CITY ENGINEER'S REQUIREMENTS.



THIS PLAN IS THE PROPERTY OF PSOMAS AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF PSOMAS. ANY REPRODUCTION OR COPIING OF THIS PLAN WITHOUT THE WRITTEN PERMISSION OF PSOMAS IS STRICTLY PROHIBITED.

DATE OF RECORDATION  
DATE OF RECORDATION  
DATE OF RECORDATION



Sheet 1 of 3

REGISTERED SURVEYOR



APPROVED BY THE CITY ENGINEER

DATE OF APPROVAL

PLANNING COMMISSION APPROVAL

APPROVED THIS DAY OF JULY, 2004

BY THE LEON CITY PLANNING COMMISSION

PLANNING COMMISSION

PLANNING COMMISSION

PLANNING COMMISSION

**PSOMAS**

2115 East Commercial Parkway, Suite 100  
Leona, Utah 84040  
(801) 224-5377 (fax) (801) 224-5344 (cell)

## WINTER HAVEN PHASE 2

A PLANNED COMMUNITY DEVELOPMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 SOUTH RANGEL 1 WEST, SALT LAKE BASE AND MERIDIAN, LEON CITY, UTAH COUNTY, UTAH.

REGISTERED SURVEYOR

DATE OF RECORDATION

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DATE OF RECORDATION





DATE: 08-09-04  
SCALE: 1" = 40'  
SHEET NO. 15 OF 17

WINTER HAVEN PHASE 2  
LEHI, UTAH

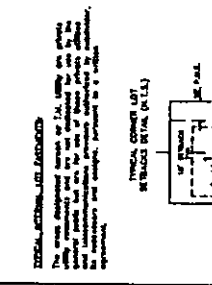
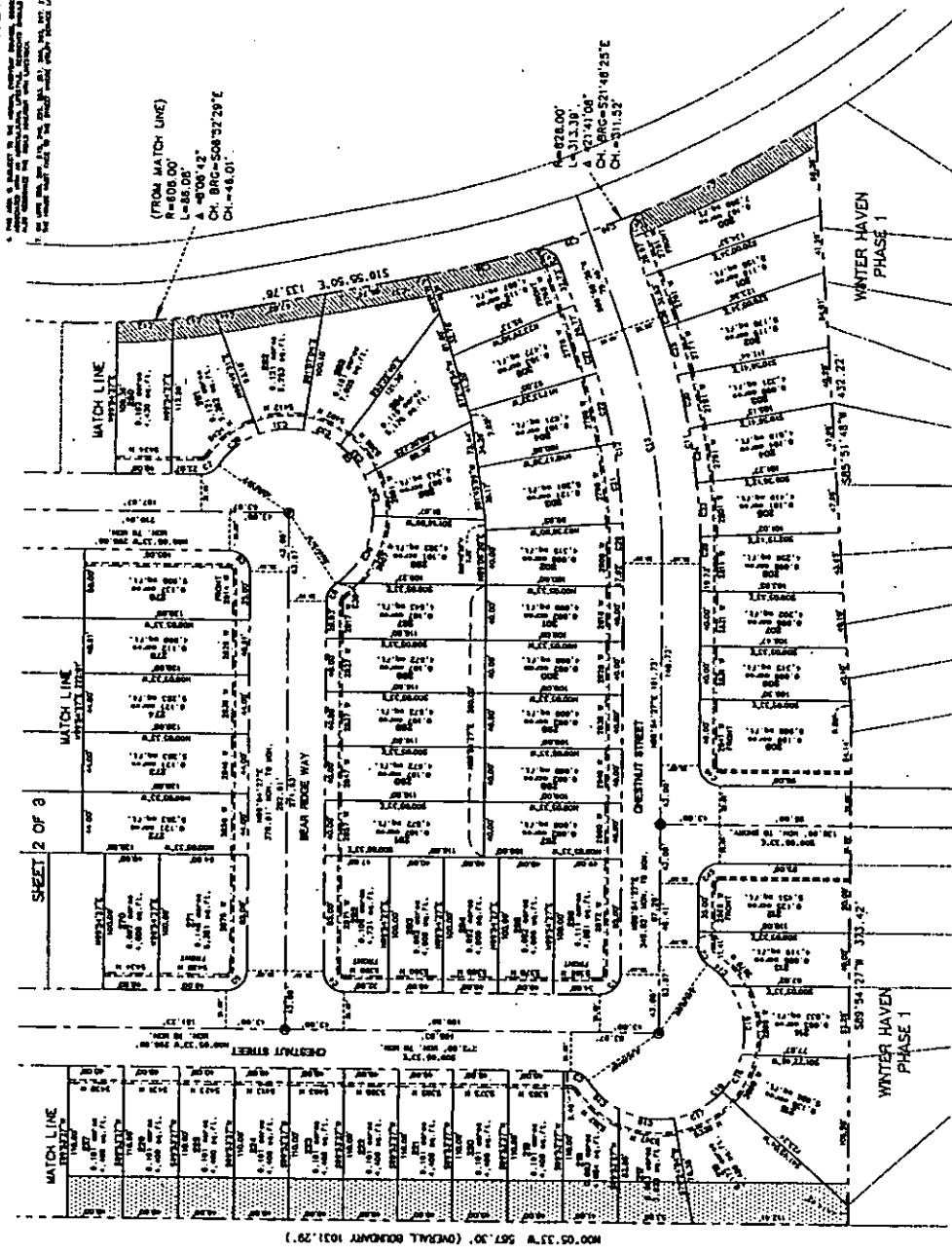
**P S O M A S**  
1205 East Oremway Parkway, Suite 100  
Orem, UT 84057  
(801) 226-2777 (Fax) (801) 226-3322 (Cell)

NO.	
1.	
2.	
3.	

1. ALL NOTES ARE SUBJECT TO THE STATE AND FEDERAL LAWS AND REGULATIONS AND THE REGULATIONS OF THE LOCAL JURISDICTION.  
 2. THE OWNER SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE EXISTING UTILITIES AND RECORDS.  
 3. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND THE PREPARATION OF THIS PLAN.  
 4. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.  
 5. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND THE PREPARATION OF THIS PLAN.  
 6. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.  
 7. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND THE PREPARATION OF THIS PLAN.

**WINTER HAVEN PHASE 2**  
 A PLANNED COMMUNITY DEVELOPMENT LOCATED IN SECTIONS 24 AND 25, TOWNSHIP 4 SOUTH  
 RANGE 1 WEST, SALT LAKE BASIN AND MERIDIAN, LEHI CITY, UTAH COUNTY, UTAH

NO.	DESCRIPTION	DATE	BY
1	REVISION	08-09-04	PSOMAS
2	REVISION	08-09-04	PSOMAS
3	REVISION	08-09-04	PSOMAS
4	REVISION	08-09-04	PSOMAS
5	REVISION	08-09-04	PSOMAS
6	REVISION	08-09-04	PSOMAS
7	REVISION	08-09-04	PSOMAS
8	REVISION	08-09-04	PSOMAS
9	REVISION	08-09-04	PSOMAS
10	REVISION	08-09-04	PSOMAS



SCALE: 1" = 40 FEET

- LEGEND**
- - EXISTING UTILITIES
  - - PROPOSED UTILITIES
  - - PROPOSED LOT LINES
  - - PROPOSED LOT LINES
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ANY CONSTRUCTION IN THIS AREA  
 MUST CONFORM TO CLASS 3 ZONING  
 ORDINANCES AND THE 1981 URBAN  
 LAND USE CODE (LUBC) AS AMENDED  
 BY SECTION 202 OF THE 1987 URBAN  
 LAND USE CODE (LUBC) AND TO  
 SECTION 804 OF THE 1987 URBAN  
 LAND USE CODE.

EXHIBIT "C"  
TO  
SPECIAL WARRANTY DEED  
EXCEPTIONS

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TO BE PROVIDED BY SHAWN PARKER AT COMMERCE LAND TITLE, INC.



Taxes for the year 2004 are accruing as a lien, and are not yet due and payable.  
Taxes for the year 2003 have been paid under the previous Parcel No. 11-031-0007.  
Tax Parcel No. **11-031-0018 & 58-001-0030**.

Said property is included within the boundaries of Lehi City, and is subject to the following charges and assessments thereof:

Lehi City  
Utah County

**Secondary Road Access Easement**

Dated: August 8, 2002  
Recorded: August 12, 2002  
Entry No.: 92224:2002  
Grantee: Lehi City, a Utah Municipal Corporation  
Affects: Said property