

When recorded mail to:
Janet B. Valentine
Town of Eagle Mountain
1680 E. Heritage Drive
Eagle Mountain, Utah 84043

ENT 98559:2000 PG 1 of 13
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Dec 12 4:34 pm FEE 71.00 BY SB
RECORDED FOR TOWN OF EAGLE MOUNTAIN

②

91/13

Declaration of Covenants, Conditions and Restrictions of The Landing at Eagle Mountain Phase III

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 27th day of September, 2000, by JMK Investments, Inc., Attorney in fact. (hereinafter referred to as "DECLARANT").

- A. Declarant is the record owner of a certain parcel of real property located in Utah County, Utah. Declarant desires to develop the parcel as a subdivision that will be more particularly described as The Landings Phase III, (the "Property"). The Town of Eagle Mountain is included as a party Declarant in this Declaration of Covenants, Conditions and Restrictions; the Town of Eagle Mountain is not the record owner of property but is included as a Declarant for the purpose of permitting the Town of Eagle Mountain to enforce certain Covenants, Conditions and Restrictions concerning architectural guidelines.
- B. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment and improvement of the Project.

NOW, THEREFORE, it is hereby declared that the Project shall be held, sold, conveyed, leased, rented, encumbered and used subject to the following Declaration as to easements, rights, covenants, servitude's, restrictions, limitations, conditions and uses to which the Property may be put.

1. DEFINITIONS, when used in this Declaration, including the recitals, each of the following terms shall have the meaning indicated, unless the context clearly indicates otherwise:
- 1.1 Declarant shall mean and refer to JMK Investments, Inc., Attorney in fact, or any successors to or grantees of such company who either by operation of the law or through a voluntary conveyance, transfer, or assignment, come to stand in the same relation to the Project, as the original Declarant. The Town of Eagle Mountain is included as an additional Declarant and shall be treated as a Declarant in all circumstances.
 - 1.2 Declaration shall mean and refer to this instrument as amended from time to time.
 - 1.3 Dwelling shall mean and refer to a residential dwelling unit together an attached garage located on a Lot within the Project.
 - 1.4 Lot shall mean and refer to those single family residential building lots identified and referred to in this Declaration and on the Map.
 - 1.5 Map shall mean and refer to the subdivision plat entitled The Landing at Eagle Mountain Phase III at Eagle Mountain, filed in the office of the Utah County Recorder, as the same may be amended from time to time.
 - 1.6 Owner shall mean the person or entity holding the record fee simple ownership interest in a Lot or Dwelling, including Declarant and purchasers under installment contracts. Owner shall not include persons or entities that hold an interest in a Lot or Dwelling merely as security for the performance of an obligation.

- 1.7 Project shall mean the real property described on the Subdivision Plat, referred to above together with all improvements thereon.
- 1.8 City means Town of Eagle Mountain.
- 1.9 Accessory Building shall mean any structure on a lot other than the dwelling.

2. SUBDIVISION EXPANDABLE.

The Declarant reserves the right to add property to the project without the consent of existing lot owners at any time within seven (7) years from the date of the recording of this Declaration. The land must be contiguous and the restrictions on the uses shall be not less than those set forth herein.

3. MUTUAL AND RECIPROCAL BENEFITS.

All of the restrictions, conditions, covenants and agreements will be made for the direct and mutual benefit of each and every Lot created on the Property and shall be intended to create a mutual equitable servitude on each Lot in favor of every other Lot, to create reciprocal rights and obligations between the owners, and to create privity of contract and privity of estate between the Owners and their heirs, successors and assigns.

4. PERSON BOUND

This Declaration shall be binding on and for the benefit of Declarant, its successors and assigns, and all subsequent Owners of all or part of the Project, together with their grantees, successors, heirs, executors, administrators, devisees and assigns. The restrictions, conditions, covenants and agreements contained herein shall run with the land, and all Owners, purchasers and occupants of Lots shall, by acceptance of contracts, deeds or possession, be conclusively deemed to have consented to conform to and observe all such restrictions, conditions, covenants and agreements. Any mortgage or other encumbrance of and Lot or Dwelling in the Projects shall be subject to and subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether such foreclosure is by private power of sale, judicial foreclosure or other wise.

5. LAND USE AND BUILDING TYPE

- 5.1 No Lot shall be used except for single family residential use.
- 5.2 No building shall be erected, altered or permitted to remain on any Lot other than one single family Dwelling and a private garage (either attached or as an Accessory Building) for not more than two vehicles.
- 5.3 No building shall be used, rented or leased for commercial purposes, except for a temporary sales office to be maintained by Declarant for the purpose of selling and marketing the Lots or Dwelling thereon.
- 5.4 Every Dwelling, exclusive of garages and porches or decks, shall have a minimum main or ground floor living area of at least 800 square feet.
- 5.5 Homes to be constructed must contain, at a minimum, the following characteristics:
 - a. Roofs...30 year shingle (300 lb. min) architectural grade asphalt shingles, tile, metal roofing with a min of 6:12 pitch.

- b. Homes must have some form of exterior siding, including brick, wood, aluminum siding, metal siding, stone, or stucco. Homes may not have unfinished plywood, sheet or other metal, concrete or cinder block as exterior finish, except that aluminum may be used on soffits and fascia. Split face may be used if approved by the architectural review. New material must be used.
 - c. Some form of exterior lighting shall be included on each home.
 - d. No geodesic domes or A-frame structures may be constructed on any Lot.
 - e. Pre-manufactured housing is permitted provided it otherwise meets the criteria of these declarations.
 - f. All exterior colors to be earth tones.
 - g. Driveways to be hard surface (concrete or asphalt).
 - h. Landscaping is required at the completion of the construction of the home, or bond to complete when weather permits (no more than 6 months). Each yard must have at least one living tree incorporated into its landscaping.
 - i. All construction shall be in accordance with the Uniform Building Code and all City and County codes applicable at the time construction is commenced.
 - j. Each yard must have two living trees incorporated into its landscaping.
 - k. Garages must be side loading or may be front loading if the garage is set back fifty feet from the front property line and the garage is set back twenty feet from the front of the dwelling. Front porches...100 sq ft covered, at least 8' deep.
 - l. All home plans need to be approved by the Developer.
- 5.6 Up to one accessory building may be allowed on any lot but only if it is consistent in design, construction, color and appearance with the dwelling, which sits on the lot. No metal sheds are allowed. Any accessory building must comply with all zoning and other land use regulations then in effect for Utah County and the Town of Eagle Mountain or any successor government entity.
- 5.7 No trailer, basement, tent, shack or other accessory building shall be used at any time within the Project as a temporary or permanent residence.
- 5.8 All structures shall comply in all respects with existing building and zoning codes, ordinances and architectural design guidelines of the Town of Eagle Mountain, Utah.
- 5.9 No building shall be permitted to remain incomplete for a period in excess of one (1) year from the date the building permit was issued.

6.0 NUISANCE AND RELATED MATTERS

- 6.1 No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood.
- 6.2 No barn, coop, shed, stall or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Project. Common household pets shall be allowed so long as such pets are not kept, bred or maintained for any commercial purpose, are restricted to the owners control and do not create a nuisance. "Control" for the above purpose shall only mean on a leash or lead, within a vehicle, within the residence of the owner, or within the fenced confines on the premises of the owner. Dog runs may

- be constructed so long as they otherwise comply with this declaration, and so long as no part of the run is within 20 feet of an adjoining Lot. Fierce, dangerous or vicious animals shall not be permitted.
- 6.3 All passenger cars and light trucks shall be parked within a garage or driveway. All other vehicles, boats, snowmobiles, motor homes or other large vehicles if stored on a property, shall be screened from view in the backyard by either landscaping or approved fencing. No vehicles shall be stored or parked on any lot or street except during actual use in construction on lot or maintenance for the subdivision.
 - 6.4 No metals, bulk materials, scrap, trash, refuse; equipment of other unsightly articles shall be permitted to remain on a Lot so as to be visible from another Lot. Trash receptacles need to be enclosed or in hidden areas not visible from the front or side yard.
 - 6.5 Except for signs displayed by the Declarant for the sale of Lots or Dwellings, no signs other than name plates shall be displayed to the public view on any Lot, except one sign for sale of the Lot or Dwelling. All signs shall comply with relevant governmental ordinances and regulations.
 - 6.6 No oil or gas drilling, mining, quarrying or related operations of any kind shall be permitted on any Lot.
 - 6.7 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.
 - 6.8 No external radio, citizen's band, hand radio or other transmitting or receiving antennas or equipment shall be placed on any structure or Lot. Provided, however, those satellite dishes may be placed the back yard of a lot, small satellite dishes may be installed on the roof.
 - 6.9 An owner shall not, by deed, plat or otherwise, subdivide tracts or parcels smaller than the whole Lot as shown on the Map, nor shall any owner cause, suffer or permit the fee ownership of his or her Lot or Dwelling to be separated or divided into annually recurring time share units or time share units of any other duration, from or kind whatsoever.
 - 6.10 No lot Owner or occupant of a lot may conduct a yard sale on any lot more than four (4) days per calendar year.

7. EASEMENTS

Such easements and rights of way shall be reserved to the Declarant, its successors and assigns, in and over the property and the Lots for the erection, construction, maintenance and operation of pipes, conduits, poles wires and other means of conveying to and from Lots and Dwellings gas, electricity, power, water, telephone and telegraph services, sewage storm drain and other things for the convenience of the Owners of Lots, as may be shown on the subdivision plat or otherwise. No structures of any kind shall be erected over any such easements.

8. SET BACKS

- 8.1 All Dwellings shall be set back: 15 minimum with a maximum of 30' in the front, 15' total with a 5' minimum on the sides, and 20' from the rear property line.
- 8.2 No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to

remain on any corner Lot within the triangular area formed by the roadway property line and the line connecting them at points 30 feet from the intersection of the roadway property line or, in the case of a round property corner, from the intersection of the roadway property line extended. The same site line limitations shall apply on any lot within fifteen (15) feet from the intersection of a roadway property line with the edge of a driveway or ally pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines.

9. AMENDMENT

The provisions of this Declaration which require compliance with the architectural guidelines of the Town of Eagle Mountain shall not be deleted or amended without the express written consent of the Town of Eagle Mountain.

10. VOTING

By any meeting of Lot owners, each Owner, including Declarant, either in person or by proxy, shall be entitled to cast one vote for each lot owned by him. Provided, however, where there is more than one record owner of a Lot, all of such Owner must act unanimously in order to cast a vote for that Lot.

11. ACCEPTANCE OF RESTRICTIONS

By acceptance of contracts or deeds for a Lot or Lots or any portion thereof, all purchasers of Lots shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreement in this declaration and shall be bound thereby.

12. VIOLATIONS OF RESTRICTIONS; PENALTIES

Each Owner shall strictly comply with the provisions of the Declaration. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both maintainable by Declarant or its agent, or designee on behalf of the Owners, or by an aggrieved Owner, or by the City. In the event any lot owner breaches these covenants and restrictions, they shall be liable to a non-breaching lot owner for all cost and attorney's fees reasonably incurred by the non-breaching owner, with or without litigation. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

13. NO WAIVER

The failure of the Owner or the Declarant to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration to exercise any right or option herein contained, to serve any notice or to institute any action shall not be construed as a waiver or relinquishment of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect.

14. SEVERABILITY

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or portions hereof shall not effect the validity or enforceability of any other provisions hereof.

15. CAPTIONS

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or define the scope of the Declaration or the intent of any provision hereof.

16. LAW CONTROLLING

This Declaration and the Map shall be construed under and controlled by the laws of the State of Utah.

17. EFFECTIVE DATE

This Declaration shall take effect when recorded.

These Covenants are to run with the land and shall be binding on all Owners of Lots within the subdivision and on all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded; thereafter, these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority of the then Owners of the Lots has been recorded, agreeing to change the covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 27 day of SEPTEMBER, 2000.

John Keilly
By: John Keilly
JMK Investments, Inc. Attorney in fact.

STATE OF UTAH)

COUNTY OF UTAH)

On this 27 day of September, 2000, personally appeared before me John M. Keilly who being by me duly sworn, did say that he is the Managing Member of Eagle Mountain Investment, Inc. and that the within and foregoing instrument was signed in behalf

My Commission Expires:

Tina R. Schaff
NOTARY PUBLIC
Residing at: JMK INVESTMENTS, LTD.

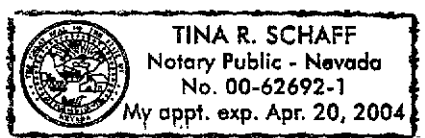


EXHIBIT 1

LIST OF INVESTORS

Exhibit "A"

Eagle Mountain

<i>Lender</i>	<i>Undivided Interest</i>
Rose C. Antonello Trust U/A 11/12/90, Rose C. Antonello Trust	2.392%
Armored Express Services, Inc.	1.196%
Ella Augenstein	0.598%
Claire Augenstein	1.616%
James & Mary Avance JTWROS	3.173%
Azzarito Family Trust UAD 10/29/84 , Rocco Azzarito, Trustee Marilyn Azzarito, Trustee	0.598%
The Frank Azzarito Family Trust, Rocco Azzarito or Philip Azzarito TTEE	0.598%
Ferril Barney and Jo Ann Barney	2.019%
Guy Battista and Rosa Battista, Trustees of the Battista 1981 Family Trust	3.000%
Howard T. Bolton & Brenda S. Bolton	0.359%
Brouwers Family Limited Partnership	2.392%
Charles T. Burt & Erma L. Burt, Trustees of the Charles & Erma Burt Trust	0.239%
Calabrese Family Trust UAD 6/10/97, Jack A. Calabrese, TTEE	4.759%
Michael B. Chapman & Margaret A. Chapman, JTWROS	0.598%
Chen Family Trust, George T. Chen & Leilani S. Chen, Trustees	4.815%
Bette Conn, Trustee of the Conn Family Trust	0.952%
Terry Connelly & Mary Connelly, JTWROS	2.392%
Neil Dickinson	0.478%
Lee Drizin	1.904%
Edwards Family Trust, William T. Edwards & Lynda Sue Edwards, TTEES	0.359%

Elmquist Electronics, Inc.	0.598%
Theresa Galten	0.478%
Marcus L. & Sandra L. Garrett	3.173%
Andrew Giovingo, Trustee Giovingo Family Trust	1.196%
Nemo & Erin Harding JTWROS	2.423%
Remie Hargrave and Gail Hargrave, JTWROS	0.478%
Ellsworth Heiman & Rose Marie Heiman, Trustees of the Heiman Family Trust	1.586%
Fred James	2.392%
Mitchell P. Kunich and Angela K. Kunich JTWROS	3.807%
Slapsie Maxie Inc.	1.196%
Sandra Mills	1.196%
Jerry Dennis Minas	1.196%
Arthur D. Minas	1.196%
Modesti Family Trust Dated 3/4/87 Eleanor Modesti, TTEE'S	0.359%
Pauline R. Murphy Living Trust DTD 2/1/91, Pauline R. Murphy TTEE	0.957%
Genesis Trust UAD 3/31/95, Sharolyn Myers, Trustee	0.239%
R. Scott Norris	1.196%
Thomas Patton	0.239%
Robert & Rose Paul, JTWROS	0.718%
Nevada State Bank Custodian For Robert Portnoff IRA	7.175%
Nevada State Bank Custodian For Sarah Portnoff IRA	7.175%
Lynn Morton Richardson & Ruth Mae Richardson Family Trust DTD 7/2/97, Lynn Morton Richardson & Ruth Mae Richardson TTEES	0.239%
Trish Rippie Realty, Inc. Money Purchase Plan Patricia Rippie, Trustee	0.598%

Burrell L. Robbins & Marian Robbins, Trustees for the Robbins Family Trust 1995	0.239%
Leonard & Alice Rodowick, Trustees for the Rodowick Family Trust	1.196%
Ellen Ross	1.586%
Scheer Family Trust, Ronald W. Scheer & Lori Scheer, TTEES	0.718%
Schlaf Family Trust, William M. Schlaf, Trustee	1.196%
Arthur Selman or Carrie Selman, JT TEN	1.196%
Carl & Diana Sims, JTWROS	0.957%
Snider Marital Trust "B" UAD 3/19/96 Virgil Snider, Trustee	4.759%
Nevada State Bank custodian for Florence Stephens IRA	3.173%
Dale Sterner	0.598%
Paul D. & Roxy A. Stutzman, JTWROS	1.435%
Taylor Family Trust UAD 5/12/95 Annabelle E. Taylor, Trustee	0.598%
Pasquale Tito Family Trust, Pasquale Tito & Angele Tito TTEES	1.586%
Shelly Baron Torrealba & Leonard J. Torrealba, JTWROS	0.478%
Charles S. & Patricia Van Gundy	1.076%
Nevada State Bank (Custodian for Lucia Variaie IRA Rollover)	3.173%
Ed Wannebo	0.239%
Mary S. Warr, Trustee Warr Family Trust	0.359%
Ralph O. & Norma J. Wilson	1.196%

EXHIBIT 5

SPECIAL CONDITIONS

Exhibit "5"
SPECIAL CONDITIONS
Eagle Mountain Properties Master Plan Area

Disclosure and Acknowledgment Concerning Availability of Municipal Services

The Developer understands that the Town of Eagle Mountain provides municipal services where and when available to its residents. Approval by the Town to record a subdivision plat or the issuance of a building permit by the Town is not a commitment by the Town to supply water, sewer, electric power, or telephone services at this date. The Town has insufficient capacity as of the date of this agreement, to provide water, electric power, sewer and telephone service to the properties of the Developer's project described on Exhibit "1" and may not provide water, sewer, telephone, and electric power services unless the Town has acquired sufficient facilities to do so. Eagle Mountain Properties, L.C. has assumed the obligation to build certain facilities, and if the required facilities are not constructed by Eagle Mountain Properties, L.C., the Town may not have sufficient capacity to supply water and power when a home is ready for occupancy. Contact Eagle Mountain Properties, L.C. for further information or the Town of Eagle Mountain Engineer for further information.

The Developer is required and hereby agrees to print the statement set forth below in all documents offering any part of the project for sale and to require in all subsequent sale documents that each subsequent purchaser also require continuing disclosure and disclose to future purchasers the following statement in all sale documents offering the project or any part of the project for sale.

SOUTH AREA UTILITIES DISCLOSURE

The Town of Eagle Mountain is a rapidly growing community and because of the rapid growth, the Town needs more water, sewer, power and telephone utility facilities. The Town has entered into an agreement with Eagle Mountain Properties, L.C. to provide additional utilities which are required by utility capacity demands as the Eagle Mountain Properties area grows. In the event that Eagle Mountain Properties is deficient in funding the growth of the utilities, the Town is not liable for utility deficits encountered by home buyers or builders and may not have capacity to supply certain utilities. To find out the status of utility capacity, contact the Town of Eagle Mountain Engineer.

I have read the statement above concerning utilities in the Town of Eagle Mountain.

Date:

Buyer

Buyer

A copy of seller's sales literature and sales documents shall be available upon reasonable request of the Town to verify the Developer's and subsequent sellers compliance with this Special Condition.

I, Melvin C. McQuarrie DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 178851 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

DATE

SURVEYOR

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 791.55 FEET AND WEST 191.96 FEET FROM THE SOUTHWEST CORNER OF SECTION 7, T6S, R1W, SLB&M,

THENCE N 80°25'11" W 188.40 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 125.00 FEET AND CHORD BEARING AND DISTANCE OF S 25°32'19" W 22.21 FEET,
 THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 22.24 FEET THROUGH A CENTRAL ANGLE OF 10°11'41" TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20 FEET AND A CHORD BEARING AND DISTANCE OF S 65°6'29" W 22.64 FEET,
 THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 24.07 FEET THROUGH A CENTRAL ANGLE OF 68°56'39"
 THENCE N 80°25'11" W 70.78 FEET,
 THENCE N 79°40'51" W 72.57 FEET,
 THENCE N 76°2'30" W 56.33 FEET,
 THENCE N 74°33'26" W 57.23 FEET
 THENCE N 76°54'25" W 57.63 FEET,
 THENCE N 79°39'58" W 57.31 FEET,
 THENCE N 80°25'11" W 56.92 FEET,
 THENCE N 80°25'11" W 56.83 FEET,
 THENCE N 80°32'27" W 57.13 FEET,
 THENCE N 82°41'09" W 57.55 FEET,
 THENCE N 85°30'57" W 57.58 FEET,
 THENCE N 86°36'7" W 56.68 FEET,
 THENCE N 82°13'22" W 75.78 FEET,
 THENCE N 80°25'11" W 98.90 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N 44°50'31" W 23.27 FEET,
 THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 24.84 FEET THROUGH A CENTRAL ANGLE OF 71°9'20" TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 121.86 FEET AND A CHORD BEARING AND DISTANCE OF N 0°20'52" W 37.77 FEET,
 THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 37.93 FEET THROUGH A CENTRAL ANGLE OF 17°49'58",
 THENCE N 85°55'35" W 171.65 FEET,
 THENCE N 8°56'1" E 385.19 FEET,
 THENCE S 81°3'55" E 117.60 FEET,
 THENCE S45°56'44" E 110.81 FEET,
 THENCE S47°8'19" E 50.40 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF S 18°59'1" E 32.18 FEET,
 THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 37.39 FEET THROUGH A CENTRAL ANGLE OF 107°6'59" TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 172.00 FEET AND A CHORD BEARING AND DISTANCE OF S 76°28'51" E 23.63 FEET,
 THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 23.65 FEET THROUGH A CENTRAL ANGLE OF 7°52'40"
 THENCE S 80°25'11" E 148.11 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 993.00 FEET AND A CHORD BEARING AND DISTANCE OF S83°55'21" E 121.33 FEET,
 THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 121.41 FEET THROUGH A CENTRAL ANGLE OF 7°0'19" TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1268.00 FEET AND A CHORD BEARING AND DISTANCE OF S 80°25'40" E 308.94 FEET,
 THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 309.71 FEET THROUGH A CENTRAL ANGLE OF 13°59'40" TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1003.40 FEET AND A CHORD BEARING AND DISTANCE OF S 77°12'47" E 132.39 FEET,
 THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 132.48 FEET THROUGH A CENTRAL ANGLE OF 7°33'54" TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 192.00 FEET AND A CHORD BEARING AND DISTANCE OF S 84°35'13" E 24.05 FEET,
 THENCE NORTH EASTERLY ALONG SAID CURVE A DISTANCE OF 24.07 FEET THROUGH A CENTRAL ANGLE OF 7°10'58" TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING AND DISTANCE OF N 38°54'2" E 31.91 FEET,
 THENCE NORTHEASTERLY ALONG SAID CURVE A DISTANCE OF 36.95 FEET THROUGH A CENTRAL ANGLE OF 105°50'31",
 THENCE N 80°37'58" E 50.12 FEET,
 THENCE N 83°17'46" E 110.42 FEET,
 THENCE S 81°3'55" E 82.36 FEET,
 THENCE S 5°14'49" W 345.10 FEET,
 TO THE POINT OF BEGINNING.

ENT 98559:2000 PG 13 of 13

PARCEL CONTAINS 9.42 ACRES

10/18/00

DATE

Melvin C. McQuarrie
SURVEYOR

(SEE SEAL BELOW)

OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYORS CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9-807 UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO THE TOWN OF EAGLE MOUNTAIN, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS EASEMENTS AND ALL OTHER PLACES OF PUBLIC USE TO THE TOWN OF EAGLE MOUNTAIN, UTAH, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND THE TOWN OF EAGLE MOUNTAIN FOR THE BENEFIT OF THE TOWN AND THE INHABITANTS THEREOF.

Melvin C. McQuarrie