

01205153 B: 2782 P: 1424

Page 1 of 6

Rhonda Francis Summit County Recorder

05/31/2023 01:17:17 PM Fee \$60.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

WHEN RECORDED RETURN TO:

Ivory Homes, Ltd.

Attn: Brad Mackay

978 Woodoak Lane

Salt Lake City, Utah 84117

PCH-4-429 thru 448

## DECLARATION OF RETENTION AND DRAINAGE EASEMENT

This Declaration of Retention and Drainage Easement ("Declaration") is executed by Ivory Homes, Ltd. (the "Declarant").

### RECITALS

A. WHEREAS Declarant is the owner of that certain real property located in Summit County, Utah and depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. WHEREAS the Property is subdivided into residential lots ("Lots").

C. WHEREAS the residential lots labeled Lot 429 through Lot 448 will share a retaining wall and drainage plan.

D. WHEREAS Declarant desires to execute this Declaration to create an express easement and for these common uses on at the location described with particularity on Exhibit "B" (the "Easement").

### AGREEMENT

NOW THEREFORE, for the reasons recited above and based upon the promises and covenants set forth below, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Declarant and any and all future owners, grantees, assigns, or successors in interest in and to the Property (each an "Owner" and collectively the "Owners") shall be subject to and bound by following terms and provisions with regard to the Property:

1. Declarant's Property Subject to the Easement. Declarant hereby declares that the Property shall be held, sold, conveyed, transferred, constructed, operated, maintained, leased, and occupied subject to or as applicable, together with, the easement set forth herein (collectively "Easement"). Further, in the event of any sale, conveyance, or transfer of the Property to a third party, no further actions or agreements shall be necessary to effectuate such Easement and said Easement shall remain effective against and for the Property in perpetuity.

2. Grant of Easement. Declarant grants, declares, and covenants that the Easement shall hereinafter be appurtenant to Lots 429 through 448 of the Property and that such Lots shall

be benefited and burdened by a perpetual, non-exclusive easement for the purposes related to retention and drainage.

3. Restrictions on Use. No Owner shall permit or suffer to be constructed or placed upon any portion of the Easement any improvement, landscaping, or other obstruction, whether temporary or permanent in nature, which would unreasonably obstruct, impair, interfere or compromise the retaining wall or drainage pattern. Fencing shall not be permitted within three (3) feet of the retaining wall.

4. Maintenance. Each Owner shall be responsible for the inspection, maintenance and repair of the portion of the retaining wall and drainage plan within their Lot.

5. Taxes. The Owner of each Lot shall pay or cause to be paid all real estate taxes and special assessments which are levied against that portion of the Common Driveway on the Owner's respective Lot prior to delinquency of such taxes or special assessments.

6. Duration. The easements, covenants, restrictions and other provisions of this Declaration shall become effective upon the recording of this Declaration in the Office of the Salt Lake County Recorder and shall continue in perpetuity.

7. Amendment. This Declaration or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended by recording of an appropriate document in the Office of the Salt Lake County Recorder, State of Utah, which document must be executed in a recordable form by the Owners.

8. Waiver. No waiver of any breach of any of the terms hereof shall be construed or constitute a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same or other covenant or term of this Declaration.

9. No Merger. It is the express intent of Declarant that this Declaration remain in full force and effect and that the Easement herein granted not be deemed to have merged with any other estate now held or which may in the future be held by Declarant or its successor-in-interest, notwithstanding the fact that Declarant is the owner of all of the Property and may presently or may in the future have the sole right to possess or sell and divest itself of all of the Declarant's Property.

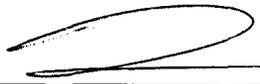
10. Governing Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah.

11. Entire Agreement. This Declaration contains all of the agreements of the undersigned with respect to matters covered or mentioned herein and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose.

[signature on following page]

DECLARANT

IVORY HOMES, LTD.

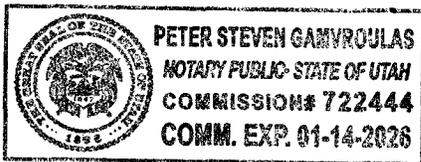
  
 \_\_\_\_\_  
 By: Ryan Tesch  
 Its: CFO

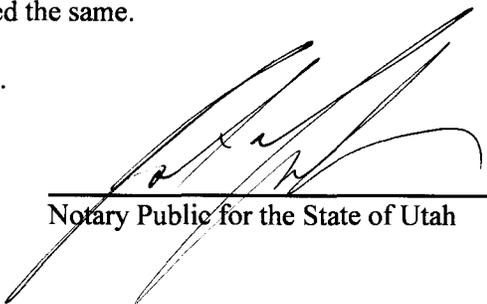
ACKNOWLEDGEMENT

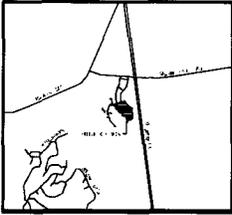
STATE OF UTAH                    )  
   :SS  
 COUNTY OF SALT LAKE        )

On this 26<sup>th</sup> day of MAY, 2023, personally appeared before me RYAN TESCH, personally known to me to be an Authorized Agent of IVORY HOMES, LTD, a Utah limited partnership, who acknowledged before me that he signed the foregoing instrument as CFO for IVORY HOMES, LTD.; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

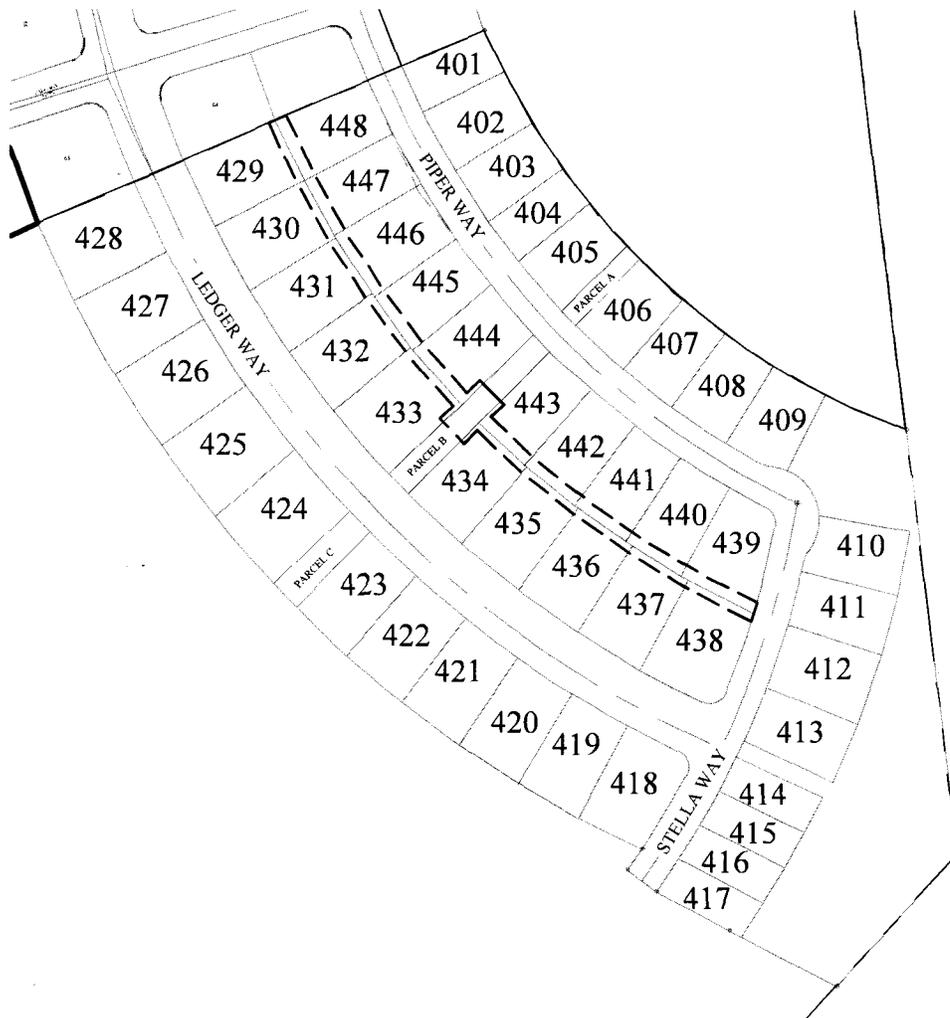


  
 \_\_\_\_\_  
 Notary Public for the State of Utah



# PARK CITY HEIGHTS PHASE 4

PREPARED FOR:  
 IVORY DEVELOPMENT  
 LOCATED IN:  
 PARK CITY



## GENERAL NOTES

- THE INTENT IS THE CONSTRUCTION OF ROCKERY RETAINING WALLS WITHIN THE EASEMENT AREA ON THE AFFECTED LOTS AND PARCELS.
- THE EASEMENT IS OVER LOTS 429-448 AND PARCEL B.

## CONTACTS

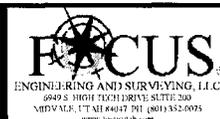
**ENGINEER & SURVEYOR**  
 FOCUS ENGINEERING & SURVEYING, LLC  
 6949 S. HIGH TECH DRIVE SUITE 200  
 MIDVALE, UTAH 84047  
 (801) 352-0075  
 PROJECT MANAGER: MAT WANGSGAARD  
 SURVEY MANAGER: JUSTIN LUNDBERG

**OWNER/DEVELOPER**  
 IVORY DEVELOPMENT  
 3340 NORTH CENTER STREET  
 LEHI, UTAH 84043  
 CONTACT: BRAD LLEWELYN

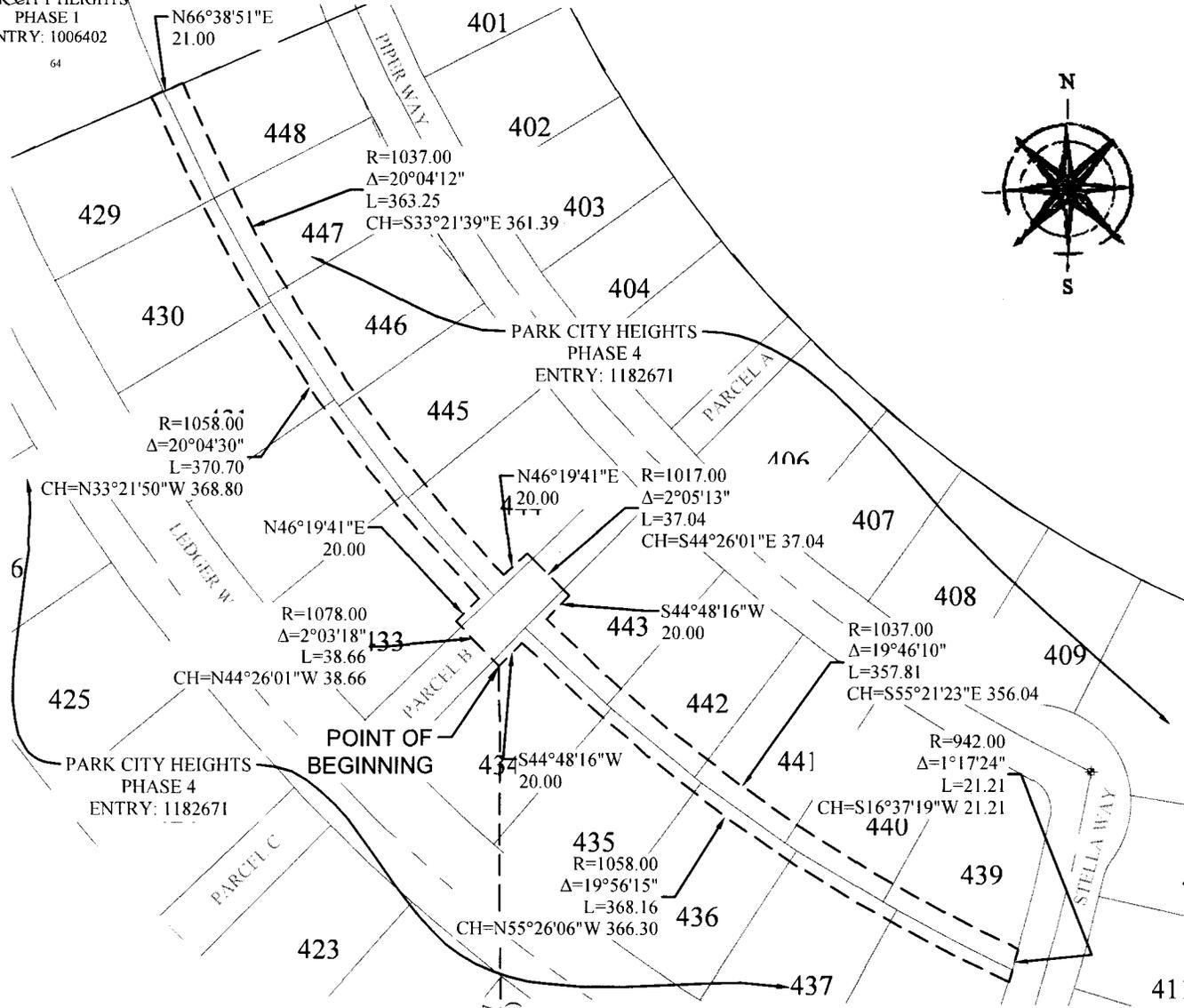
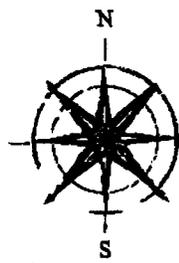


|        |            |        |        |
|--------|------------|--------|--------|
| Scale: | NTS        | Drawn: | RM     |
| Date:  | 05/10/2023 | Job #: | 17-481 |
| Sheet: | 1 OF 2     |        |        |

| REVISION BLOCK |             |
|----------------|-------------|
| DATE           | DESCRIPTION |
| 1              |             |
| 2              |             |
| 3              |             |
| 4              |             |
| 5              |             |
| 6              |             |



PARK CITY HEIGHTS  
PHASE 1  
ENTRY: 1006402



NORTHWEST CORNER OF  
SECTION 11, T2S, R4E, SLB&M  
PARK CITY BOUNDARY MARKER  
2.5" ALUMINUM CAP

SOUTHEAST CORNER OF  
SECTION 2, T2S, R4E, SLB&M  
1965 U.P.C.M.C. MONUMENT  
3" BRASS CAP



SOUTH 1/4 CORNER OF  
SECTION 2, T2S, R4E, SLB&M  
(CALCULATED POSITION)

- THE INTENT IS THE CONSTRUCTION OF ROCKERY RETAINING WALLS WITHIN THE EASEMENT AREA ON THE AFFECTED LOTS AND PARCELS.
- THE EASEMENT IS OVER LOTS 429-448 AND PARCEL B.

**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6949 S. HIGH TECH DRIVE SUITE 200  
MIDVALE, UTAH 84047 PH: (801) 352-0075  
www.focusutah.com

# ROCK RETAINING WALL ENCROACHMENT

## EXHIBIT

|              |            |
|--------------|------------|
| Date Created | 05/09/2023 |
| Scale:       | NTS        |
| Drawn:       | RM         |
| Job:         | 17-181     |
| Sheet:       | 2 OF 2     |

Z:\2017\17-181\Park City Heights Phase 4\Design\17-181-481 Retaining Wall Encroachment Exhibit.dwg

**LEGAL DESCRIPTION  
PREPARED FOR  
PARK CITY HEIGHTS PHASE 4  
PARK CITY, UTAH  
MAY 9, 2023  
17-481  
RM**

***ROCK RETAINING WALL ENCROACHMENT LEGAL DESCRIPTION***

A part of the Southeast Quarter of Section 2 and the Northeast Corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, located in Park City, Summit County, Utah, being more particularly described as follows:

Beginning at a point S89°45'25"W 2467.02 feet along the Section line and N00°14'35"W 155.10 feet from the Southeast Quarter Corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence along the arc of a curve to the right with a radius of 1,078.00 feet a distance of 38.66 feet through a central angle of 02°03'18" Chord: N44°26'01"W 38.66 feet; thence N46°19'41"E 20.00 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 1,058.00 feet (radius bears: N46°35'56"E) a distance of 370.70 feet through a central angle of 20°04'30" Chord: N33°21'50"W 368.80 feet to the northwest boundary line of PARK CITY HEIGHTS PHASE 4, according to the official plat thereof recorded February 2, 2022 in the Summit County Recorder's Office ; thence along said plat N66°38'51"E 21.00 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 1,037.00 feet (radius bears: N66°40'27"E) a distance of 363.25 feet through a central angle of 20°04'12" Chord: S33°21'39"E 361.39 feet; thence N46°19'41"E 20.00 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 1,017.00 feet (radius bears: N46°36'35"E) a distance of 37.04 feet through a central angle of 02°05'13" Chord: S44°26'01"E 37.04 feet; thence S44°48'16"W 20.00 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 1,037.00 feet (radius bears: N44°31'42"E) a distance of 357.81 feet through a central angle of 19°46'10" Chord: S55°21'23"E 356.04 feet to the westerly right-of-way line of STELLA WAY; thence Southerly along the arc of a non-tangent curve to the right having a radius of 942.00 feet (radius bears: N74°01'23"W) a distance of 21.21 feet through a central angle of 01°17'24" Chord: S16°37'19"W 21.21 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 1,058.00 feet (radius bears: N24°35'46"E) a distance of 368.16 feet through a central angle of 19°56'15" Chord: N55°26'06"W 366.30 feet; thence S44°48'16"W 20.00 feet to the point of beginning.

Containing 0.40 acres +/-