# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PHASE 1 SPRING RUN SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this day of day of 2016 by Twelve Horse Ranch, LLC, hereafter referred to as the "Declarant."

#### WITNESSETH:

WHEREAS, Declarant subdivided certain property hereafter referred to as the "Phase 1 Spring Run Subdivision Lots" in Eagle Mountain City, Utah County, State of Utah, more particularly described as follows:

All of the Lots in Phase 1 Spring Run Subdivision, Eagle Mountain City, Utah in accordance with the official plat thereof filed with Utah County, Utah.

WHEREAS, Declarant intends that the Lots, and each of them, together with the common easements as specified herein, shall hereafter be subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens herein set forth; and

WHEREAS, Declarant intends the Lots which shall comprise Phase 1 Spring Run Subdivision shall become subject to these covenants pursuant to the terms hereof; and

WHEREAS, it is the intent of Declarant to abandon and revoke the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE SPRING RUN PHASE A-1 SUBDIVISION dated the 4<sup>th</sup> of January, 2016, recorded January 6, 2016 as entry number 1108:2016 in the office of the Recorder for the County of Utah, State of Utah as of the date of recording this document **and** accordingly Declarant does hereby abandon and make the foregoing described revocation.

NOW, THEREFORE, Declarant hereby declares, for the purpose of protecting the value and desirability of the Lots, that all of the Lots shall be held, sold, and conveyed subject to the following easement, restrictions, covenants and conditions, which shall run with the Lots, and be binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall insure to benefit of each owner thereof.

### ARTICLE I ARCHITECTURAL CONTROL

1.1. The Architectural Control Committee (hereafter "Committee") shall be composed of at least two members who are officers or designees of the Declarant. A majority of the Committee may designate additional Committee members and may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to select a successor.

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Jeffery Smith

Utah County Recorder

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RECORDED FOR National Title Agency of Utah

ELECTRONICALLY RECORDED

- 1.2. The Committee shall, initially, have authority with respect to Phase 1 Spring Run Subdivision for all purposes stated herein including determination of compliance with these covenants, conditions and Architectural Guidelines in its sole and absolute discretion. It shall have further authority and power to review for compliance all land that is added to these Covenants, Conditions and Restrictions including plats and lots in the manner specified hereafter.
  - 1.3. As used herein a lot owner shall include builders owning one or more lots.
- 1.4 Each lot owner shall submit plans consisting of a concept drawing, sketch or picture of elevations to the Committee. The intent is to allow quick feedback without much financial expense to know if the general architecture will comply with the requirements stated herein. This shall be known as the Committee's Preliminary Design Review and shall be completed within 3 days of submission.
- 1.5. Each lot owner shall submit the information stated immediately below for a Concept Design Review. The purpose is to allow for a determination of compliance with the specific design requirements required by these covenants, conditions and requirements including Architectural Guidelines. The submission requirements shall consist of all of the following items:
  - A. Site Plan @ 1" = 10' or greater scale and must include the following:
    - 1. Lot layout with setbacks
    - 2. Building footprints (including garages, accessory buildings,)
    - 3. Hard surface areas (driveways, patios, decks, walks and steps)
    - 4. Retaining walls
  - B. Building Elevations @ 1/8" = 1' or greater scale and must include the following:
    - 1. Exterior building materials (approximate representation and notes on drawings)
    - 2. Roof pitches
    - 3. Window and door configurations
    - 4. Dormers, skylights, etc.
  - C. Building Floor Plans
  - D. Review Deposit of \$500 made payable to Spring Run Architectural Control Committee

This review shall be completed within 5 days of a complete submission of the requirements. Upon completion of this review, redline drawings deemed needed by the Committee will be sent to the lot owner with any requirements for alterations and modifications to the submitted plans. When the Committee has approved the Concept Design Review including required changes, the lot owner may proceed to the next phase.

- 1.6. Each lot owner shall submit the information stated immediately below for a Construction Design Review. The submission requirements shall consist of all of the following items:
  - A. Site Plan @ 1" = 10' or greater scale and must include the following:
    - 1. Lot layout with setbacks

- 2. Building footprints (all structures)
- 3. Proposed site grading plan
- B. Detailed Building Floor Plans
- C. Exterior elevations of all structures @  $\frac{1}{4}$ " = 1' or greater scale and must include the following:
  - 1. Materials rendered accurately and to scale.
  - 2. Roof pitches
  - 3. Exterior lighting
  - 4. Window and door configurations
- D. Materials and Color Approval:

For each home, a sample board (minimum size 2 ft square) containing stone and brick samples with pattern and grout colors, along with a sample of roof material and color, stucco application pattern and color, soffit & fascia design and color, and exterior window trim color must be submitted to the ACC for written final approval. Once final approval is given by the ACC, the drawings may be submitted to Eagle Mountain City for a building permit.

This review shall be completed within 6 days of submission of all requirements. Upon completion of this review, redline drawings will be sent to the lot owner with any further requirements for alterations and modifications to the submitted plans.

- 1.7. Before submitting plans to Eagle Mountain City for plan review required to obtain a building permit, each lot owner shall first make the foregoing submissions including architectural elevations and floor plans to the Committee for its review and approval as a precondition for permission to build a dwelling on a lot. Each lot owner shall have the responsibility for the proposed dwellings adherence to the conditions, requirements and design guidelines contained herein. The lot owner shall also have the additional responsibility for the proposed dwellings' adherence to Eagle Mountain City's building codes.
- 1.8. Except at stated hereafter, neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services preformed pursuant to this covenant. During the time that the Declarant shall designate members for the Committee, Declarant shall have the right to reimbursement of its costs and expenses it shall incur. This shall include out of pocket costs of management of the Committee including the cost of its employees. The Declarant's costs shall constitute an assessment for the purposes stated herein. At such time that the Declarant shall designate in writing that the Committee shall be turned over to lot owners and on the condition that at least 90% of the Lots are sold, the owners of each Lot shall thereupon be entitled to have one (1) vote per Lot to elect a new Committee. At that time, Declarant shall have no further rights, duties or responsibility for operation and management of the Committee and shall be held harmless from its reasonable actions.
- 1.9. The Committee may issue Architectural Guidelines defining acceptable construction materials, colors and styles from time to time. The Committee shall have the exclusive authority to determine compliance with the Architectural Guidelines.
  - 1.10. No building, fence, wall or other structure shall be commenced, erected or

maintained upon the project, nor shall any exterior addition or change of alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, design, style and location of the same shall have been submitted to and be approved in writing as to the harmony of external design, location, and compatibility with surrounding structures in relation to the provisions herein including the Architectural Guidelines as determined by the Committee. The Committee's approval or disapproval as required in these covenants shall be in writing.

- 1.11. The owner must submit a set of formal plans, specifications, and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to respond in writing within 15 days after plans and specifications have been submitted to it, approval will not be required and the related provisions for approval shall be deemed to have fully complied with.
- 1.12. The Committee may operate by incorporating as a non-profit corporation with the Committee being the executive officers of the corporation.

# ARTICLE II RESIDENTIAL AREA COVENANTS

- 2.1. SINGLE FAMILY HOMES. Except where the Spring Run Master Plan designates as a location for attached housing, no residence shall be erected, alter, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, and private garages for not more than four vehicles. All construction shall be comprised of new materials, except that used brick and rock may be used with prior written approval of the Committee.
- 2.2. DWELLING, QUALITY, SIZE. The minimum size for private dwellings in Spring Run for Plat A-1 and all other plats or lots are set forth in the following table:

Lots Size	Ground Floor 2 Story	Second Story	Ground Floor 1 Story
Less than 6,000 SF	1100	300	1250
6001 to 9,000 SF	1200	300	1350
9,001 to 14,000 SF	1300	300	1450
More than 14,000 SF	1500	500	1650

The above numbers shall pertain to interior living space and shall not include garage or patio areas. Each dwelling must have an attached garage for a minimum of 2 cars. No move in, mobile, manufactured or modular buildings are allowed. Each dwelling must be covered with brick, stucco and brick, rock, stucco and rock or a combination of the foregoing, or the equivalent as approved by the Committee. At least 25% of the front elevation of each home shall be comprised of brick or rock. Shingles shall be 300 pound dimensional textured quality or better.

2.3. GOVERNMENT ORDINANCES. All Improvements on a Lot shall be made, constructed and maintained, and all activities on a Lot shall be undertaken, in conformity with all

laws and ordinances of the governing authority including Eagle Mountain City, Utah County, and the state of Utah.

- 2.4. EASEMENT. Easements for installation and maintenance of utilities, water systems, and drainage are reserved as shown on the recorded plat. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, operation, maintenance, drainage, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage in the easements.
- 2.5. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This would include parking of commercial vehicles on the road or in front of the home. No semi-tractor/trailer rigs, in whole or in part are allowed in the subdivision. No trailers, boats, or other vehicles are to be parked on the street or in front of the home over night. No hazardous wastes will be allowed to be stored or dumped on any Lot.
- 2 6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.
- 2.7. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, junk or other waste shall not be kept, except in sanitary containers. No abandoned or junk vehicles will be stored on any Lot.
- 2.8. LANDSCAPING. All front and side yards must be landscaped within one (1) year after dwelling is occupied. All park strips and Lots must be kept free of weeds, planted in grass, and shall be planted with one flowering pear tree, which is at least two inches in diameter, for every forty feet of frontage on any street. No elm trees may a be planted on a Lot.
- 2.9. LIVESTOCK AND POULTRY. The only animals which may be raised, or kept on any Lot will be those permitted by law and by the Committee. However, horses, cows, mink, swine (pigs), pit bulls or other vicious dogs, or animals for breeding purposes, kennels or chicken coops will NOT be allowed under any circumstances. Dogs must be kept on a Lot and not allowed to run at large. Owners of Lots having animals must provide proper and adequate shelter for all animals contained on premises. Shelters must be constructed of materials approved by the Committee and completed in a timely manner. All construction and design must be approved by the Committee prior to construction. All animals must be kept in the back yard, not on the side or front of yards.
- 2.10. SIGNS. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during construction and sales period or one political sign of not more than five (5) square feet.

- 2.11. FLAGS. Neither the American Flag nor the flag of the State of Utah shall be prohibited or limited from being displayed on a lot in any manner.
- 2.12. OWNERSHIP. This section serves to preserve the rights of ownership by making specific regulations that will protect the integrity of the Lots. Property owners will be responsible for any and all of their Property. Lots cannot be divided into smaller Lots.
- 2.13. FENCES. Each Lot owner shall be required to install and properly maintain a fence on his or her Lot meeting the following requirements: Within 90 days of occupancy of a home, the lot owner shall install solid barrier fencing along the side yard lines and the back lot line. The specifications and color of the fencing shall be determined by the Committee. It is the intent that it shall match the fencing installed by Declarant. The owners of contiguous lots shall share equally in the cost of fences which are installed as a separation between the lots at the time the fence is required to be installed by either lot owner. A lot owner that installs fencing in satisfaction of this requirement shall be reimbursed by the adjoining neighbor on each side and in the rear. That reimbursement shall include interest at rate of 3% per annum from the date the fencing is approved by the Committee and installed. Failure of an owner to pay for the said share of the costs of the said fence when due shall be deemed to create an obligation for which the Committee shall levy a special assessment against the lot of the said defaulting owner. The recovered costs shall be paid to the Lot owner(s) that have properly installed said fence.

#### ARTICLE IV ASSESSMENTS

- 3.1. PERSONAL OBLIGATION AND LIEN FOR ASSESSMENTS. Each Owner (including Declarant) shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay to the Committee the assessments described herein together with the charges hereinafter provided for interest and costs of collection. All such amounts shall be, constitute, and remain: (i) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of each person who is an Owner of such Lot an the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot.
- 3.2. PURPOSE OF ASSESSMENTS. Assessments levied by the Committee shall be used exclusively for the purpose of operating and maintaining the common areas that are not operated and maintained by Eagle Mountain City.
- 3.3. SPECIAL ASSESSMENTS. In the event that the owner or owners of a Lot shall fail to perform any covenant herein, the Committee shall have the right, after forty-five (45) written notice, to enter upon the Lot and perform the obligation for the owner or owners of the Lot. The Committee may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses of any construction, reconstruction, repair, or replacement of an improvement, personal property, or fixtures required for compliance with the Covenants. Any such special assessment must be assented to by a majority of the votes of Lot owners present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose

based on one (1) vote per Lot. Written notice setting forth the purpose of the meeting shall be sent to all owners of Lots at least ten (10) but not more than thirty (30) days prior to the meeting date.

- 3.4. CERTIFICATE REGARDING PAYMENT. Upon the request of any Owner, prospective purchaser, or encumbrancer of a Lot, the Committee shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons (other than the Owner of the Lot concerned) who in good faith and value rely thereon.
- EFFECT OF NONPAYMENT -- REMEDIES. Regardless of the terms of any 3.5. agreement to the contrary, the liability of the Owners of a Lot for the payment of any assessment relating to such Lot shall be joint and several, and any remedy for the collection of such assessment may be enforced against any or all Owners of the Lot concerned; provided, however, that the personal obligation of an Owner to pay assessments shall not pass to his successors in title unless assumed by them. If any assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of ffiteen percent (15%) per annum (or, in the event such rate at any time exceeds the maximum legal limit, interest shall accrue at such maximum legal rate) and the Committee may bring an action either against any or all Owners who are personally liable therefor or to foreclose the lien against the Lot; provided, however, that the Committee shall give the Owner(s) concerned twenty (20) days advance written notice of its intent to pursue one or more of its remedies hereunder. Any relief obtained by the Committee (whether or not through judicial action) shall include reasonable attorneys fees, court costs, and each and every other expense incurred by the Committee in enforcing its rights. After institution of a foreclosure action by the Committee against any Lot, the Committee shall, without regard to the value of such Lot or the Extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by such Lot.

## ARTICLE V GENERAL PROVISIONS

- 5.1. ENFORCEMENT. Any owner or the Committee shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of right to do so thereafter. Lot owners found in violation will be liable for reasonable court costs and attorney fees.
- 5.2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force effect.
- 5.3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years at the

request of the owner or owners of at least two (2) Lots. This Declaration may be amended or terminated by the Declarant in its sole discretion until such time that the Declarant shall resign from participation on the Committee or otherwise given written notice of its intent to resign as the Declarant. Thereafter this Declaration may be amended by at least seventy-five percent (75%) of the total votes of all owners based on one (1) vote per Lot, which vote shall be taken at a duly called meeting. Any approved amendment shall be reduced to writing, signed, and recorded against the Lots.

#### ARTICLE VI INCLUSION OF ADDITIONAL LOTS

- 6.1. RIGHT TO INCLUDE ADDITIONAL LOTS. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option, in its sole discretion, to include additional land, plats of lots and lots (hereafter lots) under the terms and conditions of this Declaration at any time and from time to time. Notwithstanding any provisions of this Declaration which might be construed to the contrary, such right and option may be exercised without obtaining the vote or consent of any other person (including the owner or a mortgagee of any Lot, or the Committee) and shall be limited only as specifically provided in this Declaration. Without limiting the scope of the immediately foregoing sentence, no Owner shall oppose such development in public meetings, by petition, or by legal actions. The inclusion of additional lots shall not create any right or claim in any Lot owner or the Committee except as provided herein. The right to include additional lots shall be limited to lots that are in that Spring Run Master Plan.
- 6.2. EFFECT OF INCLUSION OF ADDITIONAL LOTS. In the event that additional lots are included under the terms and conditions of this Declaration, each such lot shall be deemed to be a Lot as defined herein and the owners thereof shall be deemed to be Lot owners subject to all the rights and obligations hereof including the Residential Area Covenants, Assessments, Operation and Maintenance, and the General Provisions from and after the date such lots are included hereunder in the manner herein provided. The lots included by Declarant shall thereupon be counted as Lots owned by the Declarant for voting for members of the Committee. Additional lots, without limitation, within may be referred to as being in subsequent phases of Spring Run such as Plats A-2 or B-1, B-2, etc or C-1, etc or otherwise.
- 6.3. PROCEDURE FOR INCLUSION. Any additional lots, to be included hereunder, shall be deemed included under this Declaration and subject to the jurisdiction of the Committee at such time as a duly approved subdivision plat pertaining thereto and a supplement to this Declaration containing the information required below shall have been recorded with respect to the additional lots concerned. The supplement(s) to this Declaration, by which the addition of lots is accomplished shall be executed by Declarant; shall be in recordable form; shall be filed for record in the office of the County Recorder of Salt Lake County, Utah, on or before ten (10) years from the date that this Declaration is recorded; and shall contain the following information:
- (a) Data sufficient to identify this Declaration and the plat respecting the lots to be included hereunder including the legal description thereof.

(b) Such other matters as Declarant may deem to be necessary, desirably, or appropriate. Upon the recordation of any supplement contemplated above, it shall automatically supplement this Declaration and any supplements previously recorded. At any point in time, the Declaration shall consist of this Declaration as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand the day first above written.

**DECLARANT:** 

Twelve Horse Ranch, LLC

Manager

Manager

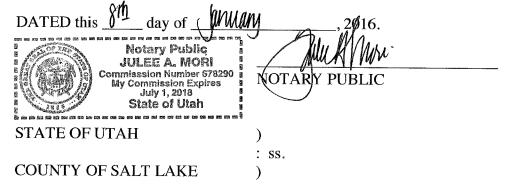
RATIFICATION:

Two A, LLC

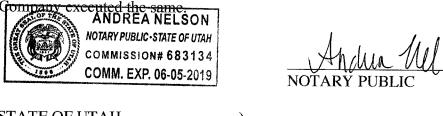
Manager

STATE OF UTAH	)
	: ss.
COUNTY OF SALT LAKE	)

On the day of January, 2016, personally appeared before me **James F. Allred**, who being by me duly sworn, did say, that he is a Manager of Twelve Horse Ranch, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed in behalf of said Limited Liability Company by authority of its Articles of Organization and/or Operating Agreement and the said James F. Allred acknowledged to me that said Limited Liability Company executed the same.

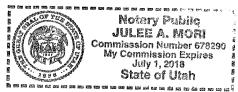


On the day of January, 2016, personally appeared before me **Ralph B. Johnson**, who being by me duly sworn, did say, that he is a Manager of Twelve Horse Ranch, LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed in behalf of said Limited Liability Company by authority of its Articles of Organization and/or Operating Agreement and the said Ralph B. Johnson acknowledged to me that said Limited Liability



STATE OF UTAH ) : ss. COUNTY OF SALT LAKE )

On the day of January, 2016, personally appeared before me **James F. Allred**, who being by me duly sworn, did say, that he is a Manager of **Two A, LLC**, a Utah Limited Liability Company and that the within and foregoing instrument was signed in behalf of said Limited Liability Company by authority of its Articles of Organization and/or Operating Agreement and the said James F. Allred acknowledged to me that said Limited Liability Company executed the same.



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## SURVEYOR'S CERTIFICATE

I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND THE MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DENNIS P. CARLISLE PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 172675 DATE

#### **BOUNDARY DESCRIPTION**

A portion of the NW1/4 of Section 17, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at the northwest comer of Lot 131, Plat I. MEADOW RANCH Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder, said point also being the West ¼ Corner of Section 17. T5S, R1W, S.L.B.& M.; thence N0°14'22"E (plat: N0°13'53"E) along the Section line and the easterly line of Plat 1 of said Subdivision 600.57 feet; thence S89°45'38"E 195.34 feet; thence N0°14'22"E 76.00 feet; thence S89°45'38"E 162.20 feet; thence \$11°30'41"E 46.78 feet; thence N69°33'25"E 103.16 feet; thence N56°29'02"E 53.50 feet; thence N70°59'20"E 117.53 feet to the southwesterly right-of-way line of Spring Mountain Drive, dedicated as part of HILLSIDE DRIVE, SPRING RUN PARKWAY, & SPRING MOUNTAIN DRIVE Roadway Dedication Plat, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said right-of-way the following 3 (three) courses and distances: Southeasterly along the arc of a 438,50 foot radius non-tangent curve (radius bears: N70°59'25"E) 534.81 feet through a central angle of 69°52'50" (chord; S53°56'59"E 502.28 feet); thence S88°53'24"E 327.22 feet; thence along the arc of a 1,038.50 foot radius curve to the left 169.59 feet through a central angle of 9°21'24" (chord: N86°25'54"E 169.40 feet) to the westerly right-of-way line of Spring Run Parkway; thence along said right-of-way the following 3 (three) courses and distances: Southeasterly along the arc of an 818.00 foot radius non-tangent curve (radius bears: N67°52'54"E) 104.52 feet through a central angle of 7°19'16" (chord; \$25°46'44"E 104.45 feet); thence S29°26'22"E 377.12 feet; thence along the arc of a 618.00 foot radius curve to the left 63.82 feet through a central angle of 5°55'02" (chord: S32°23'53"E 63.80 feet) to the ¼ Section line; thence N88°53'28"W along the 1/4 Section line 469.47 feet to the east line of said Plat 1, MEADOW RANCH Subdivision; thence N0°00'29"E (plat: North) along said Plat 14.11 feet; thence N89°30'12"W (plat: N89°30'41"W) along said Plat 1.320.05 feet to the point of beginning.

Contains: 20.79+/- acres

# OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S 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 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S): PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

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