

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

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Mar 21 8:38 am FEE 107.00 BY AB
RECORDED FOR TOWN OF EAGLE MOUNTAIN

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Declaration of Covenants, Conditions and Restrictions
Of Cedar Trail Villages Phases I & II *ABV*

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 18th day of April, 2000, by M&J Development L.L.C. a Utah Corporation. (hereinafter referred to as "DECLARANT").

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 Cedar Trails Villages Phases I & II, (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. 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 M & J Development L.L.C. 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 with an attached garage located on a Lot within the Project, or a dwelling unit within an Attached Housing building.

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 Cedar Trail Villages phase one and Cedar Trail Villages phase two 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.
- 1.10** Attached Housing shall mean any building with more than one dwelling unit. Attached housing shall not be placed on any lot except those specifically approved for that purpose.

2. MUTUAL AND RECIPROCAL BENEFITS

All of the restrictions, conditions, covenants and agreements shall 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.

3. PERSONS 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 any Lot or Dwelling in the Project 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 otherwise.

4. LAND USE AND BUILDING TYPE

- 4.1** No Lot shall be used except for single family residential use.
- 4.2** No building shall be erected, altered or permitted to remain on any Lot other than one single family Dwelling and a private garage (Garages shall

- be required, either attached or as an Accessory Building) for not more than two vehicles. Except as noted in 4.6.
- 4.3 No building shall be used, rented or leased for commercial purposes, except for a temporary sales and construction office to be maintained by Declarant for the purpose of selling and marketing the Lots or Dwelling thereon.
- 4.4 Every Dwelling, exclusive of garages and porches or decks, shall have a minimum main or ground floor living area as follows:
 Minimum size of one story dwelling units shall be 800 square feet.
 Minimum size of each two story, bi-level, or tri-level dwelling shall be no less than 900 square feet of which no less than 650 square feet shall be on the main floor.
 Minimum size of each dwelling unit within an approved Attached Housing building shall be 500 square feet on the main floor and 480 square feet on the second floor.
- 4.5 Homes to be constructed must contain, at a minimum, the following characteristics:
- Roofs...**30 year (300 lb min) architectural grade asphalt shingles, or tile, or metal roofing with a min of 6:12 pitch regardless of material.
- 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.

Exterior materials and colors of walls shall change only at inside corners created by a minimum 18 inch plane change. Currently, the Town of Eagle Mountain Development Code reads, "Veneer treatment that terminates at a front corner will not be allowed. Decorative corner pilaster must return a minimum of 24". No single residential structure should utilize more than three different wall materials (trims, fascias, etc. excluded)."

Some form of exterior lighting shall be included on each home. Compliance with Eagle Mountain Town Code regarding exterior material is required.

No geodesic domes, log cabins or A-frame structures may be constructed on any Lot.

Pre-manufactured housing is permitted provided it otherwise meets the criteria of these declarations and the Town of Eagle Mountain Development code.

Fencing is not allowed in any front yard. Fencing may be installed around the back yard but may not be installed closer than 15 feet to the front of the house. All fencing material to be cedar wood, no higher than 6 feet, chain link fencing is not allowed.

Attached Housing shall only be approved on lots that are specified for that use on the recorded plat.

Driveways shall be concrete.

Landscaping is required at the completion of the construction of the home, or complete when weather permits (no more than 6 months).

All construction shall be in accordance with **the Uniform Building Code** and all City and County codes applicable at the time construction is commenced.

Each yard must have two living trees incorporated into its landscaping.

Garages...minimum 300 sq ft enclosed; side loaded or set back at least 50' from the front property line, and garage door is setback at least 20 feet from the front elevation of the home. Front entry allowed only when no alley is available for rear entry garage, and when the garage is set back at least 20 feet back from the front elevation of the home. Detached garages permitted, subject to design approval.

Front Porches shall be a minimum of 100 square feet, covered, at least 8' deep for single family detached housing, and a minimum of 72 square feet, covered, at least 6' deep for attached housing units.

All home plans need to be approved by: M & J Development, LLC, 1-435-654-0939, and also by the Town of Eagle Mountain planning and building staff.

- 4.6 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. Metal sheds less than 5 feet in height are allowed. Any accessory building must comply with all zoning and other land use regulations then in effect for the Town of Eagle Mountain or any successor government entity.
- 4.7 No trailer, basement, tent, shack or other accessory building shall be used at any time within the Project as a temporary or permanent residence.
- 4.8 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.
- 4.9 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 or longer than allowed by the Town of Eagle Mountain.

5.0 NUISANCE AND RELATED MATTERS

- 5.1 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.
- 5.2 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 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. Noisy animals, such as incessantly barking dogs, that cause significant disturbance of the neighborhood, are not permitted. 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.
- 5.3 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 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.
- 5.4 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 an other Lot. Trash receptacles need to be enclosed or in hidden areas not visible from the front or side yard.
- 5.5 Except for signs displayed or approved 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.
- 5.6 No oil or gas drilling, mining, quarrying, or related operations of any kind shall be permitted on any Lot.
- 5.7 No rubbish shall be stored or allowed to accumulate anywhere in the Project, except in sanitary containers.
- 5.8 No external radio, citizen's band, ham radio or other transmitting or receiving antennas or equipment shall be placed on any structure or Lot. Provided, however, that satellite dishes may be placed in the back yard of a lot, small satellite dishes may be installed on roof.
- 5.9 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.

- 5.10 No lot Owner or occupant of a lot may conduct a yard sale on any lot more than two (2) days per calendar year.

6. 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 and the Association, as may be shown on the subdivision plat or otherwise. No structures of any kind shall be erected over any such easements.

7. SET BACKS

- 6.1 All Dwelling units shall be set back a minimum distance of 15' in the front, a total of 15' on the sides (5' min.), 20' in the rear. Garages with alley access may be setback up to 15' from the rear property line.

- 7.2 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.

8. AMENDMENT

Except as otherwise provided in this Declaration and except as prohibited by law, the provisions of this Declaration may be amended by the affirmative vote or approval and consent of Owners who own two-thirds (2/3) or more of the Lots in the Project. Notwithstanding any other provision contained herein, no amendment to the Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection or control given to Declarant, in its capacity as Declarant, shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant. The provisions of this declaration concerning enforcement by the Town of Eagle Mountain of architectural guidelines, building and zoning ordinances and codes

may not be amended without the express written consent of the Town of Eagle Mountain.

9. HOMEOWNERS ASSOCIATION

No homeowners Association will be organized by the developer.

10. 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 agreements in this declaration and shall be bound thereby.

11. VIOLATIONS OF RESTRICTIONS; PENALTIES

Each Owner shall strictly comply with the provisions of this 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, he 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.

12. 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 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.

13. SEVERABILITY

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

14. CAPTIONS

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

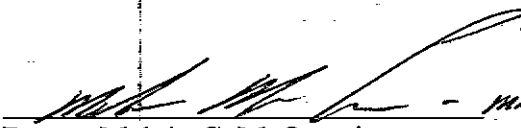
15. LAW CONTROLLING

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

16. EFFECTIVE DATE

This Declaration shall take effect when recorded. Thereafter, 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 forty (40) 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, and by the Town of Eagle Mountain.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 18 day of APRIL, 2000.


By: Melvin C. McQuarrie
M&J Development L. L.C. *MANAGING MEMBER*

STATE OF UTAH)

COUNTY OF UTAH)

On this 18th day of APRIL, 2000, personally appeared before me MELVIN C. MCQUARRIE, who being by me duly sworn, did say that he is the Managing Member of M&J Development

L. L.C. and that the within and foregoing instrument was signed in behalf

My Commission Expires:

Sept. 8, 2001

Janet B. Valentine
NOTARY PUBLIC
Residing at: *Eagle Mtn., Utah*

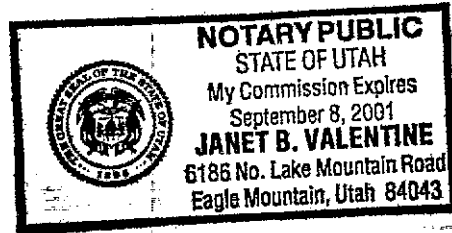


EXHIBIT 4

SPECIAL CONDITIONS

Exhibit '4'
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.

Exhibit '4'
SPECIAL CONDITIONS

1. No building permits will be allowed until all new utilities are looped to the existing utility system.
2. No occupancy permits will be granted for lots in Cedar Trail Villages I and II until a secondary road is accessible to each subdivision.

SURVEYOR'S CERTIFICATE

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.


PHASE 1 BOUNDARY DESCRIPTION

COMMENCING NORTH 89°30'03" WEST 1298.49 FEET AND SOUTH 2497.98 FEET FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE EAST 1342.96 FEET;
THENCE SOUTH 1340.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 2025.00 FEET A RADIAL LINE FROM SAID POINT BEARS N 80°46'12" E;
THENCE EASTERLY ALONG SAID CURVE 131.90 FEET THROUGH A CENTRAL ANGLE OF 03°43'55" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING S 82°38'09" E 131.87 FEET) TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 20.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE 27.57 FEET THROUGH A CENTRAL ANGLE OF 79°00'27" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING S 44°59'53" E 25.45 FEET);
THENCE S 05°29'39" E 126.15 FEET;
THENCE WEST 314.73 FEET;
THENCE NORTH 00°40'05" EAST 241.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 205.00 FEET, A RADIAL LINE BEARS NORTH 52°34'45" EAST;
THENCE NORTHWESTERLY ALONG SAID CURVE 135.10 FEET THROUGH A CENTRAL ANGLE OF 37°45'30" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING NORTH 18°32'30" WEST 132.67 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 3015.90 FEET;
THENCE NORTHERLY ALONG SAID CURVE 208.99 FEET THROUGH A CENTRAL ANGLE OF 03°58'13" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING NORTH 01°38'51" WEST 208.94 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 3025.00 FEET;
THENCE NORTHERLY ALONG SAID CURVE 284.85 FEET THROUGH A CENTRAL ANGLE OF 05°23'43" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING NORTH 00°59'06" WEST 284.75 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 51.80 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE 71.88 FEET THROUGH A CENTRAL ANGLE OF 79°30'17" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING NORTH 37°59'23" WEST 66.24 FEET) TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 965.00 FEET;
THENCE WESTERLY ALONG SAID CURVE 182.81 FEET THROUGH A CENTRAL ANGLE OF 10°51'15" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING NORTH 83°10'09" WEST 182.54 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 3035.00 FEET;
THENCE WESTERLY ALONG SAID CURVE 498.41 FEET THROUGH A CENTRAL ANGLE OF 09°24'33" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING NORTH 83°53'30" WEST 497.85 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 765.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE 416.39 FEET THROUGH A CENTRAL ANGLE OF 31°11'10" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 85°13'12" WEST 411.27 FEET) TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 285.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE 12.89 FEET THROUGH A CENTRAL ANGLE OF 02°35'32" (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 70°55'23" WEST 12.89 FEET);
THENCE NORTH 551.42 TO THE POINT OF BEGINNING.


CONTAINING 21.28 ACRES MORE OR LESS.

11/14/00
DATE


(SEE SEAL BELOW)

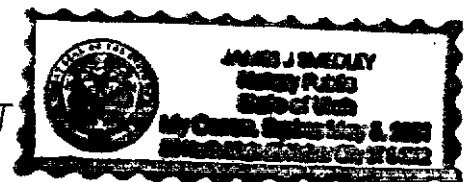
OWNER'S DEDICATION

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.


OWNER
STATE OF UTAH
COUNTY OF UTAH

MELVIN C. MCQUARRIE

ACKNOWLEDGMENT



EXECUTE THE SAME.