When recorded mail to: MLC Development PO Box 1354 Orem, UT 84059



ENT 52410:2016 PG 1 of 20
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Jun 10 8:47 am FEE 75.00 BY SS
RECORDED FOR PLEASANT GROVE CITY CORPORA

Declaration of covenants, conditions and restrictions of Muirfield Estates Plats A, B, C and D

This declaration of covenants, conditions and restrictions of Muirfield Estates (this "Declaration") is made to be effective this 15 hday of 1000, 2016 by MLC Development LLC, a Utah limited liability company ("Declarant"), with respect to the following:

### **Recitals:**

- A. Declarant is the owner of that certain property located in Utah County, State of Utah (the "Property") that is more described on Exhibit "A" attached hereto and incorporated herein by this reference, and which property constitutes a portion of the Muirfield Estates. Declarant is the developer of the Property, and Declarant desires to subject all of the Property to the covenants, conditions and restrictions set forth in this Declaration.
- B. This Declaration is being filed primarily for architectural purposes and for the creation of an architectural control committee for the subdivision. This Declaration does not create any monthly assessments, transfer fee obligations, or other special assessment charges to be incurred from said Subdivision.

# **Declaration**

Known to all men by these presents: that MLC Development, LLC, a Utah limited liability company, is the owner of the following described property located in Pleasant Grove, Utah, Utah County, State of Utah.

See Exhibit "A" attached and made a part thereof.

It is the owner's desire to restrict the use to which the above-described real property is put to use, and for this purpose execute these covenants and building restrictions.

That the real property covered by said covenants has been plotted and is designed and known as Muirfield Estates Subdivision, that plats thereof were accepted by the Pleasant Grove City Council, the Planning and Zoning Committee and the Mayor of Pleasant Grove and are to be recorded in the office of the County Recorder of Utah County.

That MLC Development, LLC, a Utah Limited liability company is the sole owner of the land located in said subdivision, as described in Exhibit "A", except the portion thereof dedicated as public streets, sidewalks, curbs and gutters.

Now therefore, all of the lots shown on the subdivision plats of Muirfield Estates as described in Exhibit "A," are held and shall be conveyed subject to the restrictions and covenants hereinafter set forth and all persons and corporations who hereafter own or have any interest in any lots in said subdivision shall take and hold the same subject to the agreement and covenants with the other owners, their heirs, successors and assigns, to conform and observe the same.

These Covenants and Building Restrictions shall be administered over by an Architectural Control Committee, hereinafter known as A.C.C., and said A.C.C. shall be controlled by a majority vote of the members.

# 1) SIGNS

No Commercial signs will be allowed larger than 4' X 4' and said signs must be placed on the lot which is being built on and only during active construction of the property. No other signs will be allowed on or off this development site unless approved by A.C.C.

# 2) DWELLING QUALITY AND SIZE

- a) All of the lots shown on said subdivision plat shall be used only for residential purposes. No dwelling shall be created, altered, placed or permitted to remain on any lot other than one (1) single family dwelling, not to exceed two stories in height (should Pleasant Grove City permit same), in addition to a basement level, and private garage, for not less than 3 cars. Carports will not be allowed.
- b) For a single dwelling (rambler), the finished area above grade will not be less than 2200 sq. feet exclusive of open porches and garages, however oversized porches or oversized garages might be considered for inclusion in the finished square

- footage requirements subject to the A.C.C. approval. All ramblers must have a minimum of 8/12-pitch roof on all major rooflines, or as approved by A.C.C.
- c) For a two (2) story dwelling, the finished area above grade on the main floor will not be less than 1400 sq. ft. and the total above grade finished footage will be not less than 3100 sq ft. (both floors, exclusive of open porches and garages, however oversized porches or oversized garages may be considered for inclusion in the finished square footage requirements subject to the A.C.C. approval.
- d) Four (4) level split entry (bi-level) homes will not be permitted in the subdivision
- e) Other types and styles of homes not permitted. No modular homes, no round homes, no octagon homes, no prefab homes, no pre-built homes, no all wood homes, no steel homes, no concrete homes, or any other style of home of this nature shall be built or erected in this subdivision.
- f) Any homes utilizing solar energy or solar panels must present the proposed design and configuration to the A.C.C. for approval, and installed accordingly.
- g) Exterior Materials.
  - a. Approved materials to be used on the exterior of homes, garages and other buildings are:
    - 1. Stucco
    - 2. Brick
    - 3. Cultured Stone
    - 4. Real (Natural) stone
    - 5. Masonry Board or similar
  - b. Forty Percent (40%) of street facing exteriors must be brick or real/cultured stone, unless otherwise approved by the A.C.C. Aluminum for soffit and eves will be allowed, and possibly for dormer windows and trims and dormer sidings if so approved by A.C.C.
- h) Roofs should be built using a 30 year architectural grade shingle roofing, unless other materials/design are approved by the A.C.C.

- i) Unless otherwise approved in writing by the A.C.C., all construction must be completed within 12 months from the date ground is broken for the home site
- j) Landscaping. Landscaping of street facing yards must be completed within 6 months (weather permitting) of obtaining Certificate of Occupancy from Pleasant Grove city, unless otherwise approved by the A.C.C. The owner of each lot shall be responsible for installing and maintaining landscaping for both the sidewalk (including any planter strips) and lot areas.
  - a. Landscaping near Sidewalk. All lots shall include a Flowering Pear tree every thirty feet (with a minimum of two per lot) to be placed in the planter strip on all street facing yards. These trees shall be a min of 2" in diameter.
  - Landscaping of Lot. Landscaping of street facing yards must be completed within 6 months (weather permitting) of obtaining Certificate of Occupancy from Pleasant Grove City, unless otherwise approved by the A.C.C.
    - During any periods of construction or latency, the owner of each lot shall take all measures necessary to prevent unsightly or obnoxious weeds and to comply with Pleasant Grove Municipal Code Section 4-3-3 thru 4-3-8.
    - ii. Landscaping of lot shall include at least 2 trees of a minimum of 2 inches in diameter on lot sides facing the street a road. Landscaping of entire yard to be completed within 18 months (weather permitting) of obtaining Certificate of Occupancy.
    - iii. No more than 25% of street facing yards may utilize xeriscape landscaping, unless otherwise approved by the A.C.C.
    - iv. The side property lines of each Lot must have a landscaping buffer, if applicable, of at least two (2) feet.

- k) All homes must have a 3-car garage with a maximum of only two garages facing the street, unless otherwise approved by the A.C.C. Corner lots are excluded from this requirement.
- Swimming pool size and location must be approved by the A.C.C. prior to construction and installation, according to the requirements in Section 3 of this Declaration.
- m) Homes should be architecturally pleasing in general and shall include elements of style and variety. Dimensions and rooflines should not be plain and "boxy," with a minimum of three (3) massing elements on street facing elevation, or as approved by the A.C.C.

# 3) SPECIFICATIONS

To maintain a degree of protection to the investment, which homeowners in this area may make, homes of a superior design are requisite, and must be approved by the A.C.C. Homeowners must receive Preliminary Design Approval and Final Design Approval from the A.C.C. before any building permits may be issued from Pleasant Grove City, or before any construction or work may commence. Design shall be limited to those prepared by architects or draftsmen licensed to practice in any U.S. jurisdiction or by designers of outstanding ability, whose previous work may be considered by A.C.C. as part of the approval process.

- a) Preliminary Design Approval. In order to request preliminary design approval, homeowners shall submit to the A.C.C.
  - a. Contact information for Builder, with Builder being a licensed contractor in the State of Utah and approved by the A.C.C.
  - preliminary conceptual design plans, in pdf format, showing proposed construction materials, and color samples for roof, brick, stucco, stone, soffit, etc;
  - c. proposed site plans, in pdf format, showing the location on the lot of the buildings(s), walls, fences, swimming pools, or other structures proposed to be constructed, altered, placed or maintained;

- d. and a Five Hundred Dollar (\$500.00) application fee payable to the Muirfield Estates Architectural Control Committee.
- b) Final Design Approval. In order to request final design approval, homeowners shall submit to the A.C.C.
  - a. Final conceptual design plans, in pdf format, showing proposed construction materials, and color samples for roof, brick, stucco, stone, soffit, etc;
  - b. Final proposed site plans, in pdf format, showing the location on the lot of the buildings(s), walls, fences, or other structures proposed to be constructed, altered, placed or maintained.
- c) The A.C.C. shall approve or disapprove plans, specifications and details within 10 days from the receipt thereof, with the approval or disapproval endorsed thereon, along with any accompanying recommendations, stipulations, or requirements.
- d) Modifications to Plans. Any changes or additions to the final plans that are approved by the A.C.C. shall require resubmission to the A.C.C. for an additional final approval before any work is commenced. Any resubmissions will require an additional \$100 fee to be paid with each resubmission.
- e) The A.C.C. shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions and purposes of these restrictions. Further, if the design or color scheme of the proposed building or structure is not in harmony with the general surroundings of such lot or with the adjacent building or structures, or if the plans and specifications submitted are incomplete, or in the event the A.C.C. deems the plans, specifications or details, or any part thereof, to be contrary to the interest, welfare or rights of all or part of the property owners or the subdivision, then the A.C.C. shall have the right to disapprove said plans, specifications and/or details submitted to it.
- f) The A.C.C. shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing

- provisions, nor for any structural or other defects in any work done according to such plans and specifications.
- g) The A.C.C. shall have the authority to set up regulations as to height, architectural plans and design, the size requirements for all dwellings and other types of structures, including retaining walls, fences and detached buildings etc.
- h) Easements for installation and maintenance of utilities are reserved as noted on the recorded plat. Easements are to be maintained continuously by the owner unless a public authority or utility company is responsible.
- i) All lot setbacks and zoning requirements shall conform to the City of Pleasant Grove requirements.

# 4) MAINTENANCE

- a) All contractors are required to use a dumpster or trailer or equivalent receptacle in which to place trash and construction refuse. This (dumpster) shall be present when framing begins. If trash is not kept clean and dumpsters are not used the owner will be responsible to play the clean-up fees necessary. Owners may be liable for a fine of \$250.00, if during construction, an Owner tracks excessive dirt/mud on subdivision roads.
- b) Lots shall not be used as dumping grounds in any way. Lots must be maintained and kept up before, after and during construction. This includes: weeds, trash, and rubbish, on the lot and sidewalks, curbs and gutters are to be kept clean and in good repair
- c) No contractor or owner shall use someone else's lot to hold extra fill, topsoil or construction materials without written consent from the owner of the lot.

# 5) RESTRICTIVE USES

a) No noxious or offensive activity shall be carried on and upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood

- b) No structure of a temporary character, trailer, basement, tent, shack, barn or other out building shall be used on any lot at any time, as a residence either temporary or permanently
- c) No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes, or other similar vehicles shall be parked or stored on a public street or right of way for more than 72 consecutive hours. The intent of this provision is to keep the roadway open to daily traffic, and to avoid the unsafe and unsightly conditions of the vehicles parked on the street for long periods of time. The A.C.C may enforce this provision by first, giving notice to the owner of the violation. Or when the owner is not readily available, by giving notice in form of written request placed on the vehicle in question and subsequently be causing that vehicle or equipment parked on the street in violation of this provision, be towed away, at the owner's expense.

Automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes, or even commercial business equipment, must be kept or stored on lots in a garage or parking stall (pad) behind the front edge of the residential structure, or in an alternate place that has been approved by the A.C.C.

- d) No more than one (1) family unit will be maintained on each lot within the subdivision. Notwithstanding the foregoing, it is contemplated that live-in help and immediate family members, their spouses and children would be permitted to occupy the premises with the lot owner.
- e) No oil drilling. Oil development operations, oil refining, quarrying, or mining operations of any kind shall not be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.
- f) No Livestock may be kept or boarded on any lots. Animals kept on any Lot shall be properly fenced, sheltered and cared for. All dogs shall be kept on a hand-held leash in all common areas and front yard areas. Each Owner shall maintain and clean facilities for their pets to prevent objectionable odors, pests, insects, etc. No animal or other pet of any kind other than common domesticated animals shall be allowed, including but not limited to cats and dogs which in the opinion of the A.C.C. might be dangerous or which makes an unreasonable amount of noise, odor, or is a nuisance. Each Owner of pets and animals shall be financially

responsible and liable for any damage caused by said Owner's pets and animals and shall be responsible for the pickup and disposal of any excrement deposited by his pets and animals.

- g) No chain link or white vinyl fencing allowed. Two-tone vinyl, wrought iron and concrete fencing are the preferred fencing materials, with any other types of fencing being approved first by the A.C.C.
- h) Antennas. Aerials, or antennas for reception of radio or television or other electronic signals shall be installed so as not to be unsightly. Equipment such as antennas, satellite dishes, evaporative coolers and the like may not be mounted on any roof or chimney, unless approved by the Design Review Committee. Approval shall require an acceptable means of screening from view.
- Mailboxes. Mail shall be delivered in a manner as required by the City and U.S. Postal Service. Receptacles shall be constructed in a manner that is acceptable to the A.C.C.

# 6) ENFORCEMENT RIGHTS

If the parties hereto, or any of them, or their heirs or assigns violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any real property in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenant, to prevent him or them from so doing or to recover damage, attorneys fees, costs of court or other dues for such violation.

# 7) ARCHITECTURAL CONTROL COMMITTEE (A.C.C)

- a) The Architectural Control Committee (A.C.C.) shall consist initially of three (3) members:
  - 1. Lisa McKeon
  - 2. Aaron Inouve
  - 3. Walt Parcell
  - b) Substitution. In the event a member of the A.C.C. is unable to perform their duties or otherwise resigns, a substitute member shall be appointed unanimously by the remaining members of the committee and shall fill any vacancy.

- c.) Reasonable Compensation. The members of the Committee shall be entitled to reasonable compensation for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder, from fees received by the A.C.C. described in Section 3.
- d) Non-liability of Committee Members. Neither the A.C.C. nor any member thereof shall be liable to any owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its Members, as the case may be. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approved thereof from the standpoint of structural safety, engineering soundness, or conformance with municipal building or other codes.

# 8) GENERAL PROVISIONS

- a) The name of the project is "Muirfield Estates." The name of the A.C.C. will be the Muirfield Estates Architectural Control Committee.
- b) The project is not a cooperative. No portion of the project contains condominiums governed by Chapter 8, Condominium Ownership Act, Utah Code.
- c) Declarant desires to reserve the option to expand this project to future plats within Muirfield Estates.
- d) Declarant Control. A period of Declarant Control terminates on the first to occur of the following:
  - a. 60 days after 75% of the lots that may be created are conveyed to lot owners other than a declarant;
  - b. seven years after all declarants have ceased to offer lots for sale in the ordinary course of business; or
  - c. the day the declarant, after giving written notice to the lot owners, records an instrument voluntarily surrendering all rights to control activities of the association.

- e) Declarant can amend this Declaration at any time and with its sole signature within the period of Declarant Control. Except as otherwise provided, this Declaration can be amended at any time by a written executive document in recordable form, by not less than three fourths (3/4) of the property owners within the subdivision
- f) These covenants are to run the land and shall be binding upon all parties and all persons claiming under them.
- g) Enforcement shall be by proceeding of law or in equity against any person or persons violating or attempting to violate any covenant either in restraint of violation or to recover damages
- h) Each lot owner is fully responsible to see that his contractor receives a copy of this document of building covenants and restrictions and to see that the contractor and sub contractors abide by them
- i) Each lot owner/homeowner, along with the developer, must inspect the sidewalks, streets, fences, utility improvement, etc. prior to the actual closing of long term loan on the lot or home to see if any damages occurred in the process of building the home. Any damages having occurred by the homeowner, their contractor or subcontractors, in the process of building the home, shall be repaired and paid for by the homeowner, the contractor and/or subcontractors involved in the building of the home.
- j) Conduits are in place for cable television to every lot in the subdivision. The cable company operates on their own schedule and will only come into the area when there are so many people per mile.

IN WITNESS WHERE	EOF, Declarant has ca	aused this Declaration to be executed this
<u>QSth</u> day of _	May :	2016.
	(	
		Declarant:
		Declarant: Manager , Manager
		MLC Development, LLC
		By: Lisa McKeon, Manager
State of Utah	)	
	:ss	
County of Utah	)	
Development, LLC,	personally appeared	, 2016, Lisa McKeon, Manager for MLC before me and executed the same, within full rganization and/or operating agreement.
authority irom sala	criticy 5 articles of 0	rgamzacion ana, or operacing agreement.
MELYNDA	AIRMET	Mannut  Notary Public for Utah
My Comm. Exp. Commission	STATE OF UTAH 08/16/2017 # 671299	Residing: Ut ah Commission Expires: 8/16/17

# Exhibit A

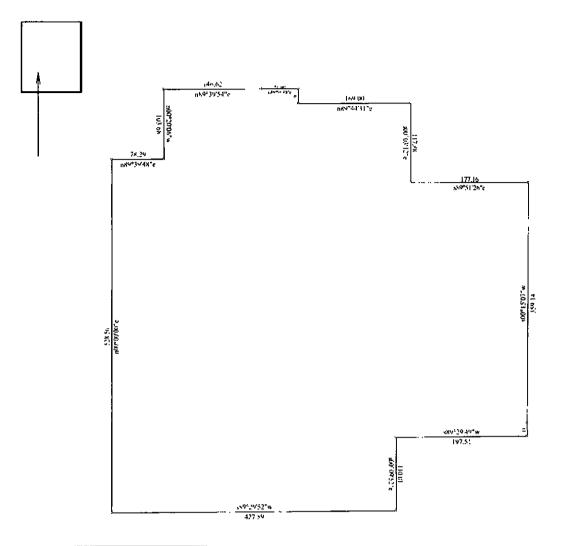
### **BOUNDARY DESCRIPTION NEW PLAT A**

A PARCEL OF LAND BEING IN THE SW 1/4 OF THE SE 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 7, THENCE N.00°00'03"E. A DISTANCE OF 661.75 FEET TO THE REAL POINT OF BEGINNING.

THENCE N.00°00'00"E. A DISTANCE OF 528.56 FEET; THENCE N.89°39'48"E. A DISTANCE OF 78.29 FEET; THENCE N.00°20'06"W. A DISTANCE OF 103.68 FEET; THENCE N.89°39'54"E. A DISTANCE OF 146.62 FEET; THENCE N.89°56'48"E. A DISTANCE OF 56.00 FEET; THENCE S.00°03'12"E. A DISTANCE OF 21.86 FEET; THENCE N.89°44'31"E. A DISTANCE OF 169.00 FEET; THENCE S.00°03'12"E. A DISTANCE OF 117.88 FEET; THENCE S.89°51'26"E. A DISTANCE OF 177.16 FEET; THENCE S.00°15'07"W. A DISTANCE OF 359.14 FEET; THENCE S.00°10'19"E. A DISTANCE OF 19.56 FEET; THENCE S.89°29'49"W. A DISTANCE OF 197.51 FEET; THENCE S.00°09'52"E. A DISTANCE OF 110.01 FEET; THENCE S.89°29'52"W. A DISTANCE OF 427.89 FEET TO THE REAL POINT OF BEGINNING, CONTAINS 336551 sq.ft. OR 7.73 acres OF LAND CONTAINING 12 LOTS.

Shut 1 of 8



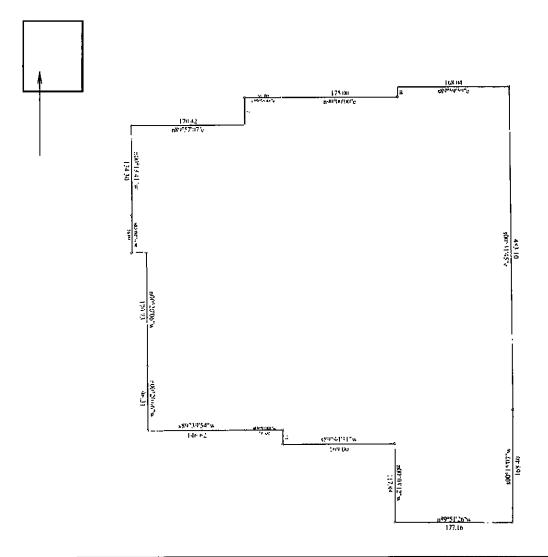
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### BOUNDARY DESCRIPTION NEW PLAT B

A PARCEL OF LAND BEING IN THE WEST HALF OF THE SE 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 7, THENCE N.00°00'00"E. A DISTANCE OF 1294.44 FEET; THENCE N.90°00'00"E A DISTANCE OF 77.69 FEET TO THE REAL POINT OF BEGINNING.

THENCE N.00°20'06"W. A DISTANCE OF 96.31 FEET; THENCE N.00°20'06"W. A DISTANCE OF 170.73 FEET TO A POINT OF CURVATURE OF A 328.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 21.95 FEET, HAVING A CENTRAL ANGLE OF 3°50'04" AND A CHORD THAT BEARS S.87°44'52"W. A DISTANCE OF 21.95 FEET; THENCE N.00°00'26"W. A DISTANCE OF 56.00 FEET; THENCE N.00°18'41"W. A DISTANCE OF 134.30 FEET; THENCE N.89°57'07"E. A DISTANCE OF 170.42 FEET; THENCE N.00°03'12"W. A DISTANCE OF 41.22 FEET; THENCE N.89°56'48"E. A DISTANCE OF 56.00 FEET; THENCE N.90°00'00"E. A DISTANCE OF 175.00 FEET; THENCE N.00°03'12"W. A DISTANCE OF 15.07 FEET; THENCE S.89°59'59"E. A DISTANCE OF 168.04 FEET; THENCE S.00°31'45"E. A DISTANCE OF 483.10 FEET; THENCE S.00°15'07"W. A DISTANCE OF 168.40 FEET; THENCE N.89°51'26"W A DISTANCE OF 177.16 FEET; THENCE N.00°03'12"W A DISTANCE OF 117.88 FEET; THENCE S.89°44'31"W. A DISTANCE OF 169.00 FEET; THENCE N.00°03'12"W. A DISTANCE OF 21.86 FEET; THENCE S.89°56'48"W. A DISTANCE OF 56.00 FEET; THENCE S.89°39'54"W. A DISTANCE OF 146.62 FEET TO THE REAL POINT OF BEGINNING, CONTAINS 301780 sq.ft. OR 6.93 acres OF LAND CONTAINING 12 LOTS.



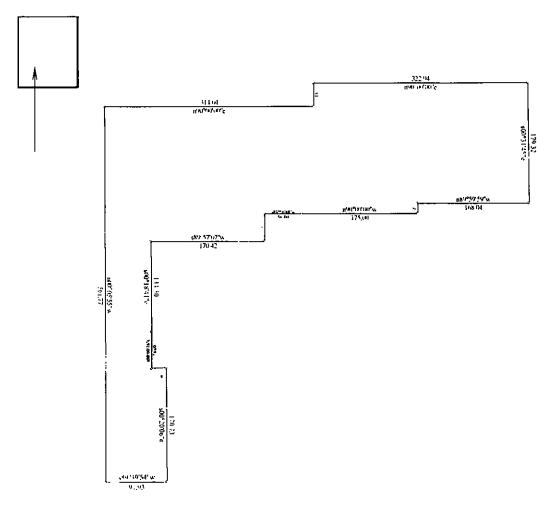
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006=n89 5707e 170 42	OLG S00 (\$07w 168 40	
007=n00 0312w 41 22	014=689 5126w 177 16	

### **BOUNDARY DESCRIPTION NEW PLAT C**

A PARCEL OF LAND BEING IN THE WEST HALF OF THE SE 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 7, THENCE N.89°31'15"E. A DISTANCE OF 623.15 FEET; THENCE N.00°00'00"E A DISTANCE OF 1802.01 FEET TO THE REAL POINT OF BEGINNING.

THENCE N.89°59'59"W. A DISTANCE OF 168.04 FEET; THENCE S.00°03'12"E. A DISTANCE OF 15.07 FEET; THENCE N.90°00'00"W. A DISTANCE OF 175.00 FEET; THENCE S.89°56'48"W. A DISTANCE OF 56.00 FEET; THENCE S.00°03'12"E. A DISTANCE OF 41.22 FEET; THENCE S.89°57'07"W. A DISTANCE OF 170.42 FEET; THENCE S.00°18'41"E. A DISTANCE OF 134.30 FEET; THENCE S.00°00'26"E. A DISTANCE OF 56.00 FEET TO A POINT OF CURVATURE OF A 328.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE. 21.95 FEET. HAVING A CENTRAL ANGLE OF 3°50'04" AND A CHORD THAT BEARS N.87°44'52"E. A DISTANCE OF 21.95 FEET; THENCE S.00°20'06"E. A DISTANCE OF 170.73 FEET; THENCE S.89°39'54"W. A DISTANCE OF 91.93 FEET; THENCE N.00°05'55"W. A DISTANCE OF 561.77 FEET; THENCE N.90°00'00"E. A DISTANCE OF 314.04 FEET; THENCE N.00°00'00"E. A DISTANCE OF 34.74 FEET; THENCE N.90°00'00"E. A DISTANCE OF 322.94 FEET; THENCE S.00°31'45"E. A DISTANCE OF 179.32 FEET TO THE REAL POINT OF BEGINNING, CONTAINS 149180 sq.ft. OR 3.42 acres OF LAND CONTAINING 1 LOTS.



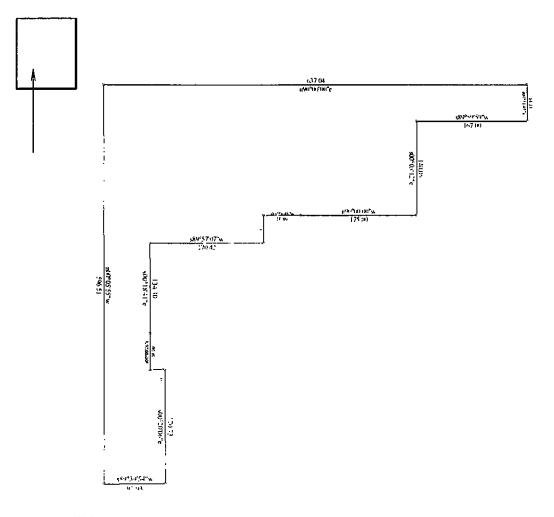
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#### **BOUNDARY NEW PLAT D**

A PARCEL OF LAND BEING IN THE WEST HALF OF THE SE 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 7, THENCE N.89°31'15"E. A DISTANCE OF 454.86 FEET; THENCE N.00°00'00"E A DISTANCE OF 1788.54 FEET TO THE REAL POINT OF BEGINNING.

THENCE N.90°00'00"W. A DISTANCE OF 175.00 FEET; THENCE S.89°56'48"W. A DISTANCE OF 56.00 FEET; THENCE S.00°03'12"E. A DISTANCE OF 41.22 FEET; THENCE S.89°57'07"W. A DISTANCE OF 170.42 FEET; THENCE S.00°08'18'41"E. A DISTANCE OF 134.30 FEET; THENCE S.00°00'26"E. A DISTANCE OF 56.00 FEET TO A POINT OF CURVATURE OF A 328.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE. 21.95 FEET. HAVING A CENTRAL ANGLE OF 3°50'04" AND A CHORD THAT BEARS N.87°44'52"E. A DISTANCE OF 21.95 FEET; THENCE S.00°20'06"E. A DISTANCE OF 170.73 FEET; THENCE S.89°39'54"W. A DISTANCE OF 91.93 FEET; THENCE N.00°05'55"W. A DISTANCE OF 596.51 FEET; THENCE N.90°00'00"E. A DISTANCE OF 637.04 FEET; THENCE S.00°31'45"E. A DISTANCE OF 54.33 FEET; THENCE S.89°59'59"W. A DISTANCE OF 167.00 FEET; THENCE S.00°03'12"E A DISTANCE OF 140.05 FEET TO THE REAL POINT OF BEGINNING, CONTAINS 139133 sq.ft. OR 3.19 acres OF LAND CONTAINING 3 LOTS.



Title:	Date: 06-02-2016	
Scale: 1 inch = 100 feet	File:	
Tract 1: 3,195 Acres: 139158 Sq Feet;	Closure = s02 1253 w 0 02 Feet: Precision =1/16 1724:	Permeter = 25   2 Feet
001=n90 0000w 175 00	006=900 0020e 56 00	011-n90 0000e 637 04
002=s8956-18w56-00	007 [z k=17400, [heb=1 4004 ting=p87 44524, Chd-21, V5	012-s003145e5433
003=s000312e41.22	008=s00 200ce 170 73	013=s895959w 167 00
004=s895707w 170 42	(IO9+5893954w/9) 93	014-s000312e14008
005=s001841e13430	010=p00 0555w 596 51	