



ENT 53137:2023 PG 1 of 59  
**ANDREA ALLEN**  
**UTAH COUNTY RECORDER**  
 2023 Aug 15 11:10 AM FEE 0.00 BY KR  
 RECORDED FOR ELK RIDGE CITY

**IMPROVEMENT COMPLETION ASSURANCE  
 AND IMPROVEMENT WARRANTY AGREEMENT  
 (Letter of Credit)**

**The Highlands at Elk Ridge Subdivision**

**THIS AGREEMENT** made and entered into this day of 5<sup>th</sup> day of June, 2023, by and between the Elk Ridge City, Utah, hereinafter called "City" and The Highlands at Elk Ridge Subdivision hereinafter called "Developer".

**WHEREAS**, the Developer desires to develop, construct and/or sell building lot(s) within the The Highlands at Elk Ridge Subdivision, a subdivision located within the City of Elk Ridge, Utah, and;

**WHEREAS**, City Ordinances require, as a condition of approval of the subdivision, the installation of those certain improvements, to be constructed at the expense of the Developer and;

**WHEREAS**, The Developer has chosen to post an Improvement Completion Assurance (Performance Guarantee), as assurance that all subdivision improvements will be completely installed and that said construction will be carried out in a timely and workmanlike manner, allowing for the Plat to be recorded once the performance guarantee is in place;

**NOW THEREFORE**, in consideration of the following mutual promises and covenants, it is agreed as follows:

1. The Developer agrees to install all improvements within said subdivision as are identified in Exhibit "A", which Exhibit is attached hereto and by this reference, made a part hereof. Said improvements shall be constructed in accordance with City standards, as set forth in the Development Code, City Standards and Specifications and typical details, as shown on those certain detail sheets contained in Exhibit "A", to be constructed at the sole expense of the Developer.
2. The Developer has provided the City water rights for 55.14 acre feet of water from Water Right WR 59-6004, fulfilling the water requirements for the 41 single family lots within the subdivision configured and sized as shown in the improvement drawings identified in Exhibit A.
3. In accordance with the Subdivision Ordinance, construction of the required improvements shall be completed prior to March 28, 2024; provided, that the City Council, upon a showing of good and sufficient cause by the developer and in accordance with Section 10-15D-2 of the Development Code, may act to extend the time of performance.
4. The Developer has a recorded easement for improvements located off site as seen in Exhibit "B"
  - a. Parcel 30:076:0129 owned by BJMKJ Enterprises LTD, Registered agent is Jay Dee Christensen for the retention basin.
  - b. Parcel 30:074:014 and 30:076:0128 for sewer infrastructure owned by BJMKJ Enterprises LTD, Registered agent is Jay Dee Christensen for the retention basin.
5. The Developer has a recorded easement agreement granting Elk Ridge City rights to the above mentioned easements to construct, maintain certain utilities and sewer lines over and through the property identified and described in Exhibit "C".
6. Developer shall reimburse the city in the amount of \$2,384.50 for natural gas line potholing and surveying for Phase 1. The amount is derived from Focus Engineering invoice in the amount of \$2,384.50.
7. The Developer has chosen to provide a letter of credit from a as a Performance Guarantee allowing for the recording of the Final Plat prior to completion of construction of the required public improvements. An

improvement warranty shall be secured by a letter of credit or an escrow account provided by the Developer for a period of one year beginning after the completion and acceptance of the improvements by the City Council.

As per Section 10-16-7 of the Development Code entitled “Durability Retainage” (Improvement Warranty): A retainage of not less than Ten percent (10%) of the estimated construction cost, (\$415,193.46), shall be secured by letter of credit or in escrow provided by the Developer to the City. The surety being held for a period of not less than one (1) year following the date of acceptance of the improvements by the City, as per engineering recommendation.

Following acceptance of the initial construction improvements by the City and concurrently with the Improvement Warranty, the Developer shall provide a improvement completion assurance for the full value of the placement of type II slurry seal on the improved streets approximately one year after initial paving is completed as directed by the Public Works Director. The cost of the slurry seal for Highlands at Elk Ridge is estimated at \$0.75 a square foot for a total of 182,901 square feet. The amount being \$ 137,175.75, which shall be secured by a letter of credit or an escrow account provided by the Developer to the City, guaranteeing that the funds required to complete the placement of the type II slurry seal will be held until proper authorization for release thereof by the City. Not Applicable

8. The Developer agrees to be bound by the determinations of the City Engineer with respect to the construction of improvements, as required under this Agreement. All costs in monitoring this agreement through inspection services relating to the subdivision shall be charged to the Developer and paid to the City prior to release of the Performance Guarantee. Engineering and inspection and administrative costs have been calculated in the table below:

Performance Guarantee	
Construction Guarantee (100% Estimated Construction Cost or Remaining Work if Applicable)	\$4,151,934.61
	\$137,175.75
Durability Retainer (10% Estimated Construction Cost)	\$ 415,193.46
Engineering and Inspection (6% of Construction or Min. \$1,000.00)	\$249,116.08
Administration (5% of Engineering and Inspection)	\$12,455.80
Durability Inspection (5% of Durability or Min. \$500.00 Paid to City)	\$20,759.67

*\* A construction guarantee is required for the value of the slurry seal which will be applied approximately one year after initial paving is completed as directed by the Public Works Director. This item is not detailed in the Contractor provided estimate and may utilize a separate Construction Guarantee at the time a Durability Retainer is provided for the completion of initial improvements. The cost of the slurry seal is estimated at \$0.75 a square foot for a total pavement areal of 182,901square feet.*

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**Performance Guarantee Timing**

Construction Guarantee (Required Prior to Recording)	\$4,151,934.61
Construction Guarantee for Slurry Seal (Required concurrently with Durability)	\$137,175.75
Performance Guarantee (Construction, Engineering Inspection and Administration paid to the City prior to construction.)	\$261,571.88

Durability Retainer (Required at time of acceptance of improvements by City)	\$415,193.46
Durability Inspection (5% of Durability or Min. \$500.00. Paid to City at the time Durability Retainer is posted)	\$20,759.67
Reimbursement for Natural Gas Line Pot Holing and Survey	\$2,384.50

9. The Developer agrees that in the event he does not: (a) complete all improvements within the time period specified under paragraph two above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, and (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the developer(s) in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City shall not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the Guarantor. The Developer further agrees to be personally liable for any cost of improvements above the amount made available under the terms of this agreement.

10. The Developer agrees to be responsible for all improvements covered by this agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. In addition, the Developer agrees to repair any defect in the design, workmanship or materials in the subdivision improvements, which becomes evident during a period of one year following the acceptance of the improvements by the City Council (Durability Testing Period). A one year durability and testing period shall also be in effect from the city acceptance of the placement of the type II slurry seal. If during the testing period, any subdivision improvement shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected. If such corrections are not made, the City Council, in accordance with the provisions of the Subdivision Ordinance, may declare the Developer "in default", request and receive funds held by the Guarantor as a durability retainer and utilize the monies obtained to repair or cause to be repaired any defective improvements and reimburse the City for such other costs as it may incur in the administration or enforcement of the agreement.

11. The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the work or improvements specified in this agreement, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said work or improvements, but all of said liabilities shall be assumed by the Developer.

12. The defaulting party shall pay all costs, including reasonable attorney's fees, which may arise from enforcing the provisions of this agreement.

**BOUNDARY DESCRIPTION**

BEGINNING AT THE EAST ¼ CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN: AND RUNNING THENCE S89°29'52"W 958.89 FEET ALONG THE NORTH BOUNDARY OF LONGVIEW MEADOW SUBDIVISION; THENCE N00°26'11"E 240.87 FEET; THENCE N66°33'10"E 126.72 FEET; THENCE S88°58'07"E 220.04 FEET; THENCE N85°36'43"E 252.56 FEET; THENCE N33°09'58"E 650.31 FEET; THENCE NORTHEASTERLY 166.03 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS TO THE RIGHT THROUGH THE CENTRAL ANGLE 25°08;12", THE CHORD BEARS N45°44'04"E 166.68 FEET; THENCE N58°18'10"E 36.29 FEET; THENCE NORTHEASTERLY 28.07 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE


CENTRAL ANGLE 107°12'45", THE CHORD BEARS N04°41'47"E 24.15 FEET; THENCE N52°00'15"E 57.03 FEET; THENCE N48°54'35"W 51.69 FEET; THENCE N33°02'53"E 207.91 FEET; THENCE N50°55'29"W 102.38 FEET; THENCE N45°40'01"W 276.55 FEET; THENCE ALONG THE SOUTH BOUNDARY OF PREMIER POINT PHASE 3 SUBDIVISION THE FOLLOWING 3 COURSES TO WIT: (1) S89°53'12"E 493.04 FEET. (2) N29°21'11"W 9.79 FEET. (3) N89°42'27"E 23.12 FEET; THENCE S29°45'31"E 288.74 FEET; THENCE S21°47'03"E 36.39 FEET; THENCE NORTHWESTERLY 56.22 FEET ALONG THE ARC OF A 87.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°01'24", THE CHORD BEARS N52°08'34"W 55.24 FEET; THENCE N70°39'16"W 54.20 FEET; THENCE SOUTHWESTERLY 22.25 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84°57'56". THE CHORD BEARS S66°51'46"W 20.27 FEET; THENCE SOUTHWESTERLY 91.66 FEET ALONG THE ARC OF A 304.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°16'31", THE CHORD BEARS S33°01'04"W 91.31 FEET; THENCE S41°39'19"W 129.91 FEET; THENCE S32°11'05"E 275.84 FEET; THENCE S22°55'01" 100.00 FET; THENCE S21°58'54"E 111.04 FEET; THENCE S18°23'12" E 116.95 FEET; THENCE S11°56'07"E 120.68 FEET; THENCE S07°06'02"E 223.44 FEET; THENCE S01°33'49"E 204.90 FEET; THENCE S89°16'25"W 719.01 FEET TO THE POINT OF BEGINNING. CONTAINS 27.303 ACRES

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement the day, month, and year first above written.

Elk Ridge City, Utah

By   
Mayor - Robert Haddock

Attest:

  
City Recorder



**IMPROVEMENT COMPLETION ASSURANCE  
AND IMPROVEMENT WARRANTY AGREEMENT**  
The Highlands at Elk Ridge Subdivision  
*Continued from page 4*

By *Joe Wilkins*  
Joe Wilkins, Highlands at Elk Ridge LLC

ACKNOWLEDGEMENT

STATE OF UTAH )  
                          : SS  
COUNTY OF UTAH )

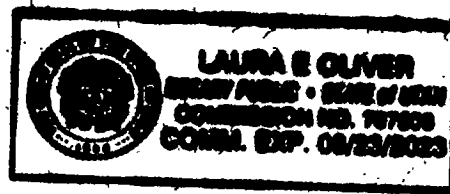
On the 5<sup>th</sup> day of June, 2023, personally appeared before me Joe  
Wilkins and Rob Haddock the signers of the above instrument, who duly acknowledged to me that he/she executed the  
same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Laura E Oliver*  
Notary Public

Residing at: *Elk Ridge*

My Commission Expires:  
8/23/2023



Commission # 707906  
Expires 8/23/2023

# EXHIBIT "A"



**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH  
 COUNTY OF KANE  
 I, DAVID L. COLLIER, AD 2023 PERSONALLY APPEARED BEFORE ME, DAVID L. COLLIER, A NOTARY PUBLIC IN AND FOR THE COUNTY OF KANE, UTAH, WHO IS WHOBY DULY SWORN/APPRISED, DID SAY THAT THEY ARE THE AUTHORITY OF ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND THAT THE SIGNATURE OF SAID DAVID L. COLLIER WAS EXECUTED THE SAME DAY AS THE DATE OF THIS INSTRUMENT AND SAID INSTRUMENT WAS EXECUTED BY SAID DAVID L. COLLIER FOR THE PURPOSES OF THE INSTRUMENT.

A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH  
 My Comm. No. 82343 EXPIRES 8/31/2027  
 PRINTED FULL NAME OF NOTARY  
DAVID L. COLLIER  
 My Comm. No. 82343 EXPIRES 8/31/2027  
 PRINTED FULL NAME OF NOTARY  
DAVID L. COLLIER  
 My Comm. No. 82343 EXPIRES 8/31/2027  
 PRINTED FULL NAME OF NOTARY  
DAVID L. COLLIER  
 My Comm. No. 82343 EXPIRES 8/31/2027  
 PRINTED FULL NAME OF NOTARY  
DAVID L. COLLIER



ATLAS ENGINEERING  
 800 N. KANE BLVD. SUITE 100  
 P.O. BOX 100  
 ALBUQUERQUE, NM 87102  
 TEL: 505.263.1111  
 FAX: 505.263.1112  
 WWW.ATLAS-ENGINEERING.COM

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17881

**CURVE TABLE**

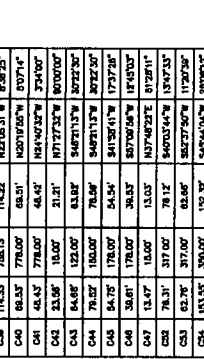
CURVE LENGTH	MAJUS	CHORD DIST	CHORD BNL	DELTA
C66	2.84	18.00	18.00	157.94
C67	2.84	18.00	18.00	157.94
C68	2.84	18.00	18.00	157.94
C69	2.84	18.00	18.00	157.94
C70	2.84	18.00	18.00	157.94
C71	2.84	18.00	18.00	157.94
C72	2.84	18.00	18.00	157.94
C73	2.84	18.00	18.00	157.94
C74	2.84	18.00	18.00	157.94
C75	2.84	18.00	18.00	157.94
C76	2.84	18.00	18.00	157.94
C77	2.84	18.00	18.00	157.94
C78	2.84	18.00	18.00	157.94

**CURVE TABLE**

CURVE LENGTH	MAJUS	CHORD DIST	CHORD BNL	DELTA
C31	13.11	472.00	159.70	167.37
C32	12.16	472.00	12.16	173.27
C33	13.96	15.00	21.23	167.37
C34	78.26	658.00	78.26	167.37
C35	83.85	658.00	83.85	167.37
C36	154.70	658.00	154.70	167.37
C37	48.79	722.00	48.79	167.37
C38	60.08	722.00	60.08	167.37
C39	114.33	722.00	114.33	167.37
C40	68.53	722.00	68.53	167.37
C41	46.43	722.00	46.43	167.37
C42	23.88	10.00	21.21	171.22
C43	84.08	122.00	84.08	167.37
C44	79.07	10.00	79.07	167.37
C45	84.75	178.00	84.75	167.37
C46	36.61	178.00	36.61	167.37
C47	13.87	18.00	13.87	167.37
C48	78.31	337.00	78.31	167.37
C49	62.78	337.00	62.78	167.37
C50	153.55	337.00	153.55	167.37
C51	12.79	1201.00	12.79	167.37
C52	78.53	397.00	78.53	167.37
C53	87.17	300.00	87.17	167.37
C54	88.25	300.00	88.25	167.37
C55	108.52	300.00	108.52	167.37
C56	151.02	300.00	151.02	167.37
C57	82.00	304.00	82.00	167.37
C58	21.06	18.00	21.06	167.37

**CURVE TABLE**

CURVE LENGTH	MAJUS	CHORD DIST	CHORD BNL	DELTA
C1	18.00	38.00	18.00	30.00
C2	24.00	48.00	24.00	40.00
C3	30.00	58.00	30.00	50.00
C4	36.00	68.00	36.00	60.00
C5	42.00	78.00	42.00	70.00
C6	48.00	88.00	48.00	80.00
C7	54.00	98.00	54.00	90.00
C8	60.00	108.00	60.00	100.00
C9	66.00	118.00	66.00	110.00
C10	72.00	128.00	72.00	120.00
C11	78.00	138.00	78.00	130.00
C12	84.00	148.00	84.00	140.00
C13	90.00	158.00	90.00	150.00
C14	96.00	168.00	96.00	160.00
C15	102.00	178.00	102.00	170.00
C16	108.00	188.00	108.00	180.00
C17	114.00	198.00	114.00	190.00
C18	120.00	208.00	120.00	200.00
C19	126.00	218.00	126.00	210.00
C20	132.00	228.00	132.00	220.00
C21	138.00	238.00	138.00	230.00
C22	144.00	248.00	144.00	240.00
C23	150.00	258.00	150.00	250.00
C24	156.00	268.00	156.00	260.00
C25	162.00	278.00	162.00	270.00
C26	168.00	288.00	168.00	280.00
C27	174.00	298.00	174.00	290.00
C28	180.00	308.00	180.00	300.00
C29	186.00	318.00	186.00	310.00
C30	192.00	328.00	192.00	320.00



**LINE TABLE**

LINE DIRECTION	LENGTH
L1	186.73
L2	38.89
L3	67.03
L4	81.88
L5	102.85
L6	8.79
L7	23.12
L8	111.04
L9	116.87
L10	20.07
L11	18.37
L12	20.87
L13	27.76
L14	64.39
L15	2.86
L16	33.75
L17	112.07

**LINE TABLE**

LINE DIRECTION	LENGTH
L18	16.72
L19	61.17
L20	26.00
L21	28.00
L22	34.67
L23	36.90
L24	37.40
L25	37.40
L26	37.40
L27	37.40
L28	37.40
L29	37.40
L30	37.40
L31	37.40
L32	37.40
L33	37.40
L34	37.40
L35	37.40
L36	37.40
L37	37.40
L38	37.40
L39	37.40
L40	37.40
L41	37.40
L42	37.40
L43	37.40
L44	37.40
L45	37.40
L46	37.40
L47	37.40
L48	37.40
L49	37.40
L50	37.40

10 2.41' 31.17' 12.91'

**HIGHLANDS AT ELK RIDGE PHASE I**  
 CONTAINING 41 LOTS AND 28.73 ACRES  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 7 EAST, SPMASH FORSH, UT 84408

**LOT LAYOUT**  
 ELK RIDGE, UTAH

**ENGINEER CONTACT INFO:**  
 ATLAS ENGINEERING  
 800 N. KANE BLVD. SUITE 100  
 P.O. BOX 100  
 ALBUQUERQUE, NM 87102  
 TEL: 505.263.1111  
 FAX: 505.263.1112  
 WWW.ATLAS-ENGINEERING.COM



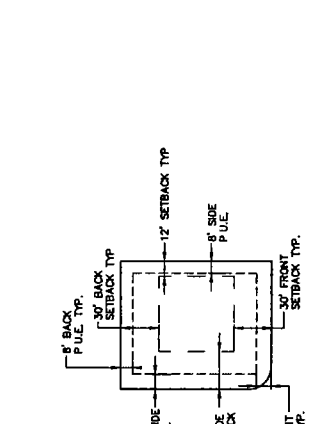
**STATE OF UTAH**  
 COUNTY OF KANE  
 I, DAVID L. COLLIER, AD 2023 PERSONALLY APPEARED BEFORE ME, DAVID L. COLLIER, A NOTARY PUBLIC IN AND FOR THE COUNTY OF KANE, UTAH, WHO IS WHOBY DULY SWORN/APPRISED, DID SAY THAT THEY ARE THE AUTHORITY OF ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND THAT THE SIGNATURE OF SAID DAVID L. COLLIER WAS EXECUTED THE SAME DAY AS THE DATE OF THIS INSTRUMENT AND SAID INSTRUMENT WAS EXECUTED BY SAID DAVID L. COLLIER FOR THE PURPOSES OF THE INSTRUMENT.





**CORPORATE ACKNOWLEDGMENT**  
 STATE OF UTAH  
 COUNTY OF UTAH  
 I, [Signature], AD 2023 PERSONALLY APPEARED BEFORE ME [Signature], A NOTARY PUBLIC, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN IN THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BY ME ORALLY SPOON/APPEARED, DID SAY THAT THEY ARE THE AUTHORITY OF THE BOARD OF DIRECTORS OF [Signature] AND EXECUTED THE SAME [Signature] AND [Signature] ON [Date].  
 A NOTARY PUBLIC COMMISSIONED IN THE STATE OF UTAH  
 COMMISSION NUMBER / EXPIRES: [Number] / [Date]  
 PRINTED FULL NAME OF NOTARY: [Name]

[Signature] [Signature]  
 SELLER: [Signature]  
 BUYER: [Signature]  
 BKINS ENTERPRISES LTD  
 UTAH ONLINE  
 UTAH ONLINE  
 UTAH ONLINE  
 UTAH ONLINE



**HIGHLANDS AT ELK RIDGE PHASE I**  
 CONTAINING 41 LOTS AND 29.73 ACRES,  
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 23 AND THE NORTHWEST 1/4 OF SECTION 24, OF TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH.

LOT LAYOUT  
 ELK RIDGE, UTAH  
 SHEET  
 2 OF 2

CURVE	LENGTH	PIANUS	CHORD DIST.	CHORD BIR.	DELTA
C69	2.84	118.87	2.84	118.87	134.94
C70	25.17	103.00	25.00	103.00	178.91
C71	24.42	60.00	24.25	60.00	211.00
C72	41.17	60.00	40.25	60.00	301.50
C73	42.87	60.00	40.00	60.00	308.10
C74	27.70	60.00	27.18	60.00	259.30
C75	16.18	15.00	15.30	15.30	113.30

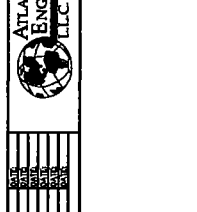
CURVE	LENGTH	PIANUS	CHORD DIST.	CHORD BIR.	DELTA
C68	13.11	475.00	13.10	475.00	157.38
C69	12.18	475.00	12.18	475.00	152.38
C70	24.36	15.00	24.33	15.00	807.30
C71	26.38	60.00	26.25	60.00	816.45
C72	62.85	60.00	62.77	60.00	838.25
C73	152.70	60.00	152.13	60.00	1718.10
C74	44.79	725.00	44.76	725.00	332.17
C75	60.18	725.00	60.08	725.00	439.25
C76	114.32	725.00	114.27	725.00	837.74
C77	64.37	725.00	64.31	725.00	439.25
C78	46.45	725.00	46.42	725.00	324.00
C79	33.85	15.00	33.81	15.00	177.23
C80	84.08	15.00	83.97	15.00	507.20
C81	78.57	15.00	78.49	15.00	494.04
C82	54.79	176.00	54.64	176.00	347.78
C83	38.81	176.00	38.75	176.00	250.00
C84	13.47	15.00	13.43	15.00	87.25
C85	76.31	371.00	76.12	371.00	493.33
C86	83.78	371.00	83.68	371.00	527.20
C87	153.39	371.00	153.27	371.00	1003.31
C88	12.72	1817.81	12.72	1817.81	674.78
C89	18.87	15.40	18.89	15.40	74.78
C90	78.53	27.00	78.35	27.00	152.00
C91	87.17	333.00	86.98	333.00	152.00
C92	96.25	333.00	96.41	333.00	152.00
C93	108.82	371.00	107.90	371.00	229.35
C94	151.02	371.00	149.00	371.00	312.91
C95	243.39	371.00	242.02	371.00	612.54
C96	62.08	304.00	61.85	304.00	191.46
C97	21.08	15.00	21.05	15.00	83.24

CURVE	LENGTH	PIANUS	CHORD DIST.	CHORD BIR.	DELTA
C1	180.03	380.00	180.00	380.00	120.00
C2	24.17	15.00	24.17	15.00	15.00
C3	24.42	60.00	24.33	60.00	60.00
C4	62.85	60.00	62.77	60.00	120.00
C5	152.70	60.00	152.13	60.00	1718.10
C6	44.79	725.00	44.76	725.00	332.17
C7	60.18	725.00	60.08	725.00	439.25
C8	114.32	725.00	114.27	725.00	837.74
C9	64.37	725.00	64.31	725.00	439.25
C10	46.45	725.00	46.42	725.00	324.00
C11	33.85	15.00	33.81	15.00	177.23
C12	84.08	15.00	83.97	15.00	507.20
C13	78.57	15.00	78.49	15.00	494.04
C14	54.79	176.00	54.64	176.00	347.78
C15	38.81	176.00	38.75	176.00	250.00
C16	13.47	15.00	13.43	15.00	87.25
C17	76.31	371.00	76.12	371.00	493.33
C18	83.78	371.00	83.68	371.00	527.20
C19	153.39	371.00	153.27	371.00	1003.31
C20	12.72	1817.81	12.72	1817.81	674.78
C21	18.87	15.40	18.89	15.40	74.78
C22	78.53	27.00	78.35	27.00	152.00
C23	87.17	333.00	86.98	333.00	152.00
C24	96.25	333.00	96.41	333.00	152.00
C25	108.82	371.00	107.90	371.00	229.35
C26	151.02	371.00	149.00	371.00	312.91
C27	243.39	371.00	242.02	371.00	612.54
C28	62.08	304.00	61.85	304.00	191.46
C29	21.08	15.00	21.05	15.00	83.24
C30	24.36	15.00	24.33	15.00	60.00

LINE	DIRECTION	LENGTH
L1	S29°45'31"E	61.73
L2	S29°45'31"E	61.17
L3	S29°45'31"E	28.00
L4	S29°45'31"E	28.00
L5	S29°45'31"E	28.00
L6	S29°45'31"E	28.00
L7	S29°45'31"E	34.94
L8	S29°45'31"E	54.20
L9	S29°45'31"E	124.91
L10	S29°45'31"E	124.91

ENT 53137:2023 PG 10 of 59

ATLAS ENGINEERING  
 ENGINEERS/CONTRACTORS  
 846 EAST 800 NORTH SUITE A  
 SPANISH FORK, UT 84603



PREPARED BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: [Date]

LINE	DIRECTION	LENGTH
L1	S29°45'31"E	184.72
L2	S29°45'31"E	28.20
L3	S29°45'31"E	27.05
L4	S29°45'31"E	28.00
L5	S29°45'31"E	28.00
L6	S29°45'31"E	28.00
L7	S29°45'31"E	33.12
L8	S29°45'31"E	66.74
L9	S29°45'31"E	111.04
L10	S29°45'31"E	116.89
L11	S29°45'31"E	153.66
L12	S29°45'31"E	280.00
L13	S29°45'31"E	280.00
L14	S29°45'31"E	204.93
L15	S29°45'31"E	27.78
L16	S29°45'31"E	2.20
L17	S29°45'31"E	33.76
L18	S29°45'31"E	112.00

# HIGHLANDS AT ELK RIDGE PHASE I

A RESIDENTIAL SUBDIVISION  
ELK RIDGE, UT  
FINAL PLAN SET  
MARCH 2023



VICINITY MAP  
-NTS-

DATA TABLE  
TOTAL AREA/ACRES=27.24  
TOTAL AREA/ACRES OF LOTS=17.58  
ACREAGE IN ROADS=8.71  
ACREAGE OF OPEN SPACE/PONDS=2.96 ACRES  
LOTS/ACRES=1.80  
ZONING R-1-16

DESIGNER/ARCHITECT  
ATLAS ENGINEERING AND DEVELOPMENT  
801-473-1333  
78 W. 800 N. SUITE C  
SPRINGVILLE, UT 84603



## -SHEET INDEX-

SHEET	SHEET NAME
1	COVER
2	FINAL PLAT
3	UTILITY AND INDEX
4	GRADING PLAN
5	EXISTING TOPOGRAPHY
PP-01	PLAN & PROFILE - ELORA CIRCLE - STA. 10+00 TO STA. 13+00
PP-02	PLAN & PROFILE - CANYON VIEW DRIVE - STA. 10+00 TO STA. 15+00
PP-03	PLAN & PROFILE - CANYON VIEW DRIVE - STA. 15+00 TO STA. 20+00
PP-04	PLAN & PROFILE - CANYON VIEW DRIVE - STA. 20+00 TO STA. 24+50
PP-05	PLAN & PROFILE - CANYON VIEW DRIVE - STA. 24+50 TO STA. 29+60
PP-06	PLAN & PROFILE - EMERY LANE - STA. 10+00 TO STA. 14+00
PP-07	PLAN & PROFILE - EMERY LANE - STA. 14+00 TO STA. 18+40
PP-08	PLAN & PROFILE - BIRCH LANE - STA. 10+00 TO STA. 14+50
PP-09	PLAN & PROFILE - BIRCH LANE - STA. 14+50 TO STA. 19+00
PP-10	PLAN & PROFILE - MOUNTAIN VIEW DRIVE - STA. 22+50 TO STA. 27+00
PP-11	PLAN & PROFILE - MOUNTAIN VIEW DRIVE - STA. 27+00 TO STA. 30+50
PP-12	PLAN & PROFILE - MOUNTAIN VIEW DRIVE - STA. 30+50 TO STA. 34+00
PP-13	PLAN & PROFILE - LOAFER CANYON ROAD - STA. 10+00 TO STA. 12+89
SS-01	OFFSITE UTILITIES - MEADOW LARK LANE - STA. 10+00 TO STA. 15+00
SS-02	OFFSITE UTILITIES - MEADOW LARK LANE - STA. 15+00 TO STA. 19+00
SS-03	OFFSITE UTILITIES - MEADOW LARK LANE - STA. 19+00 TO STA. 22+50
SD-01	PLAN & PROFILE - STORM DRAIN POND - STA. 10+00 TO STA. 12+00
SD-02	STORM DRAIN POND SECTIONS
DT-01	DETAIL SHEET
DT-02	DETAIL SHEET
DT-03	DETAIL SHEET
DT-04	DETAIL SHEET
DT-05	DETAIL SHEET

ENT 53137 - 2023 PG 11 of 59

SHEET NO.

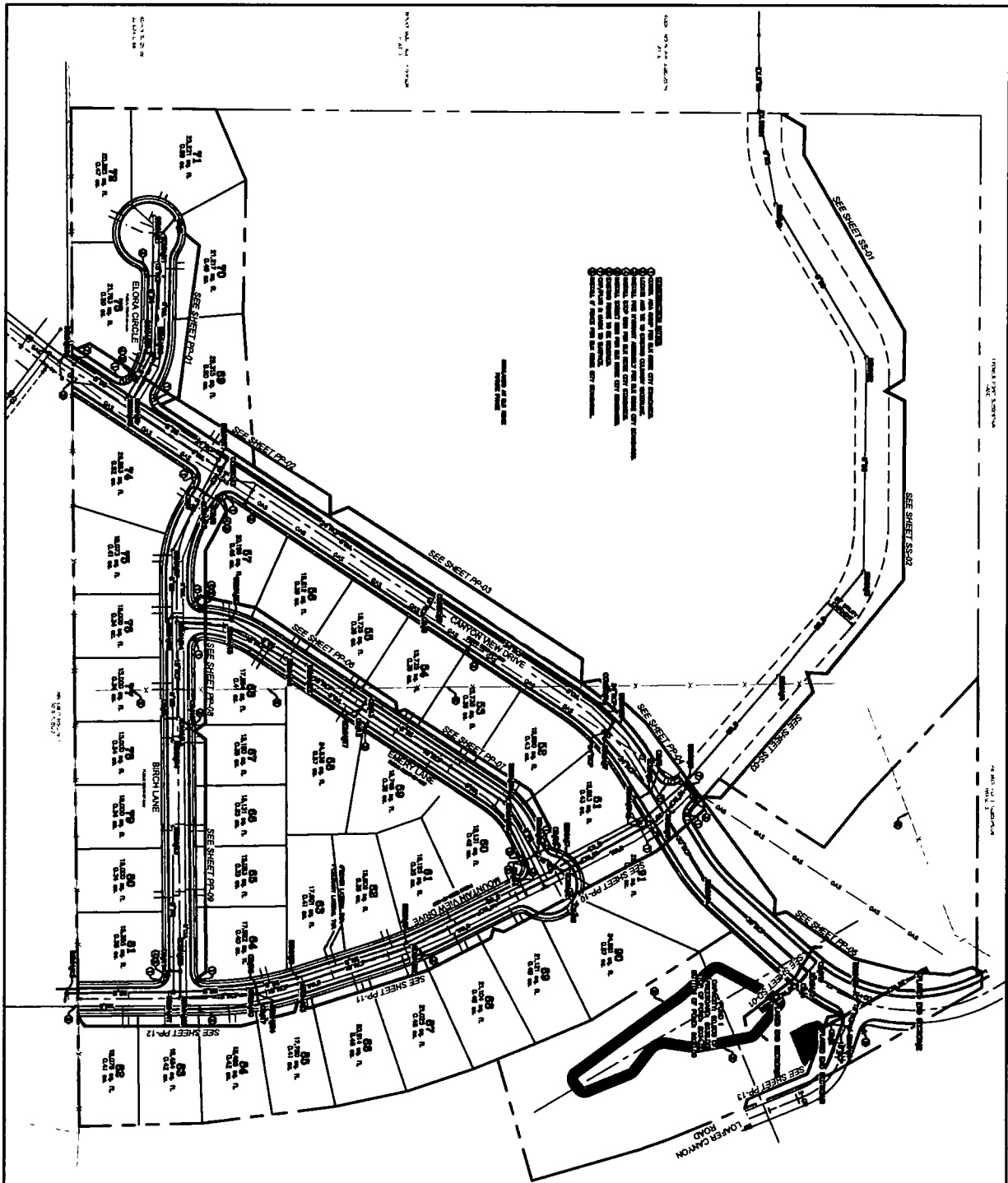
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HIGHLANDS PHASE I  
COVER  
ELK RIDGE, UT

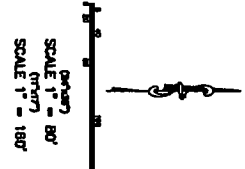
HIGHLANDS PHASE I  
ATLAS ENGINEERING  
L.L.C.  
PHONE: 801-473-1333  
FAX: 801-473-1333  
345 E. 800 N. SUITE A  
SPRINGVILLE, UT 84603



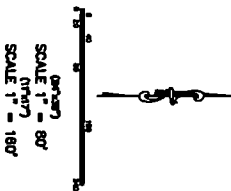
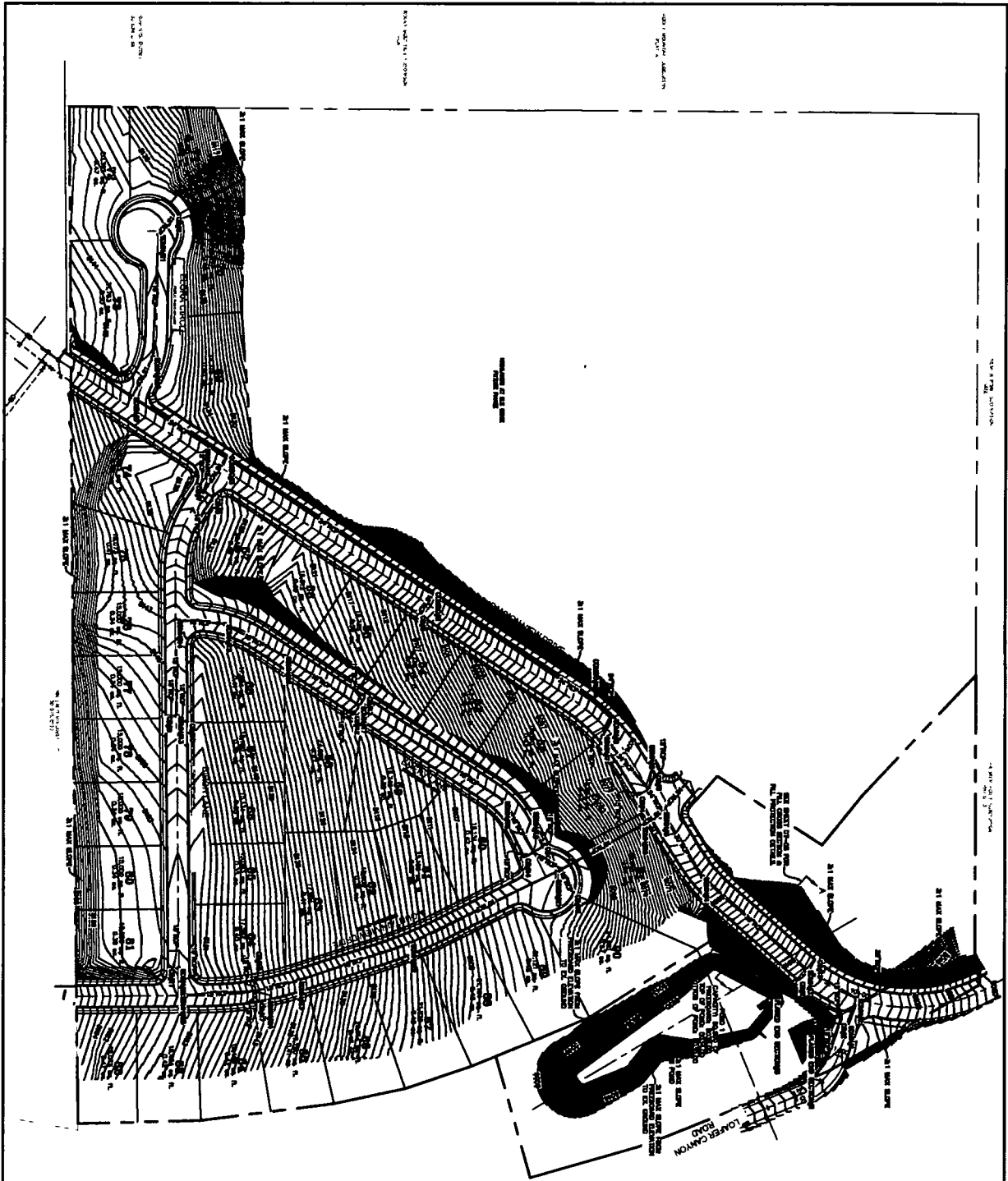




ENT 53137:2023 PG 14 of 59



<p><b>HIGHLANDS PHASE I</b></p> <p><b>ATLAS ENGINEERING LLC</b></p> <p>PHONE: 801-633-0566 248 E. 800 N. SUITE A SPANISH FORK, UT 84886</p>	<p>UTILITY AND INDEX</p>		<p>SHEET NO.</p>
	<p>ELK RIDGE, UT</p>	<p>3</p>	



GENERAL NOTE:  
 THIS PLAN IS FOR GRADING PURPOSES. STABILIZATION, SLOPES TO BE SEEDED WITH NATURAL VEGETATION AND STABILIZED.

ENT 53137:2023 PG 15 of 59

HIGHLANDS PHASE I



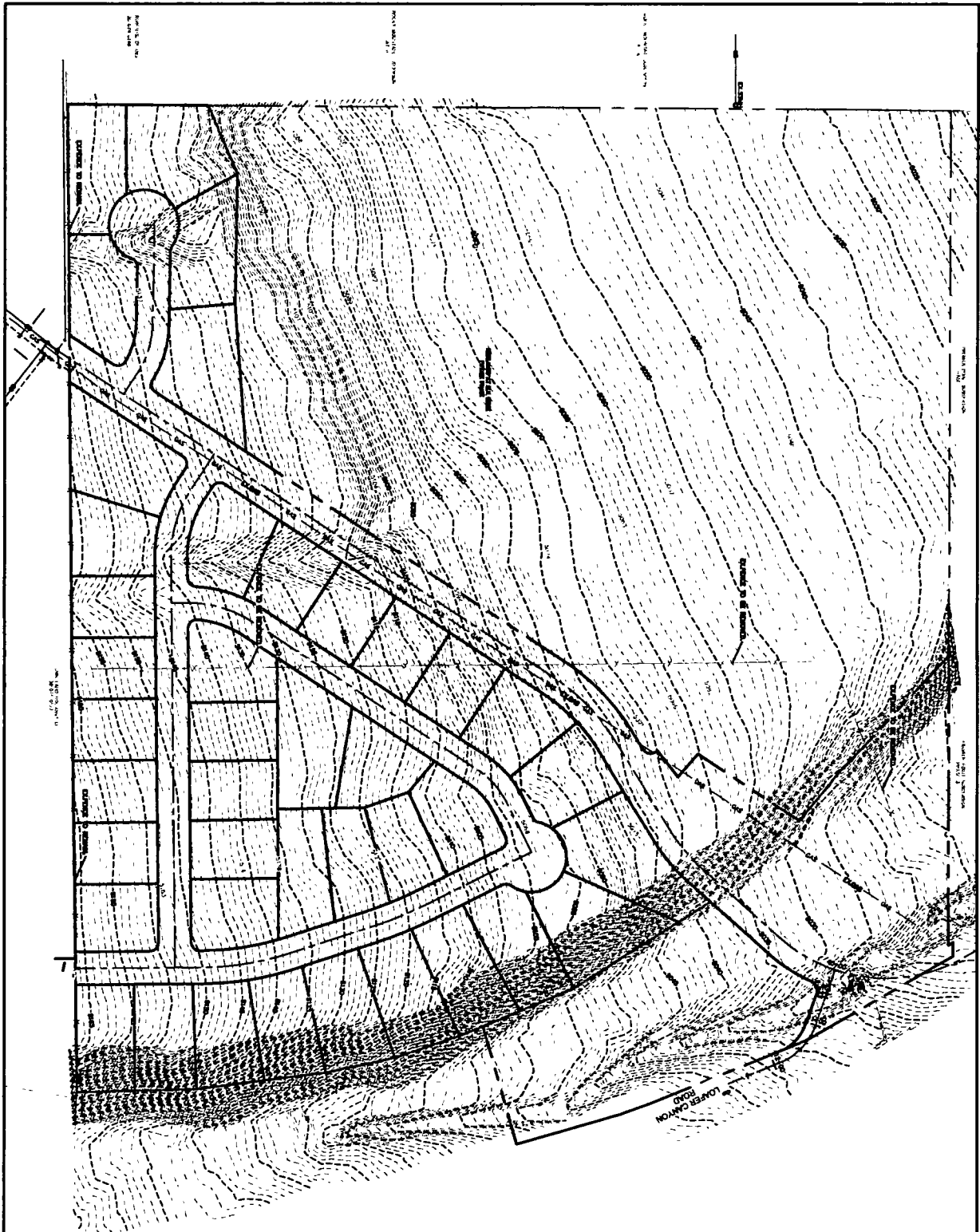
GRADING PLAN

ELK RIDGE, UT

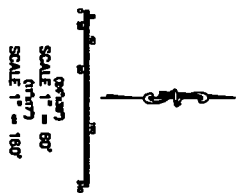
NO.	REVISION	DATE

SHEET NO.

4



ENT 53137:2023 PG 16 of 59



**HIGHLANDS PHASE I**



**ATLAS  
ENGINEERING  
L.L.C.**

PHONE: 801-655-0566  
948 E. 800 N. SUITE A  
SPARKS FORK, UT 84688

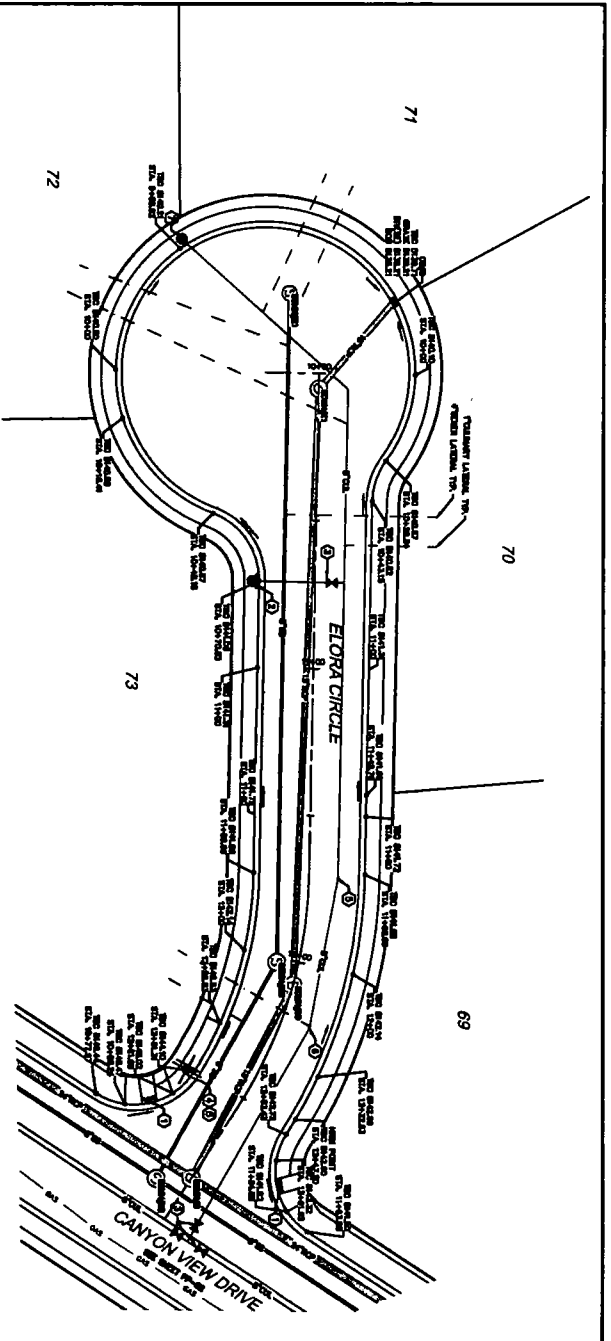
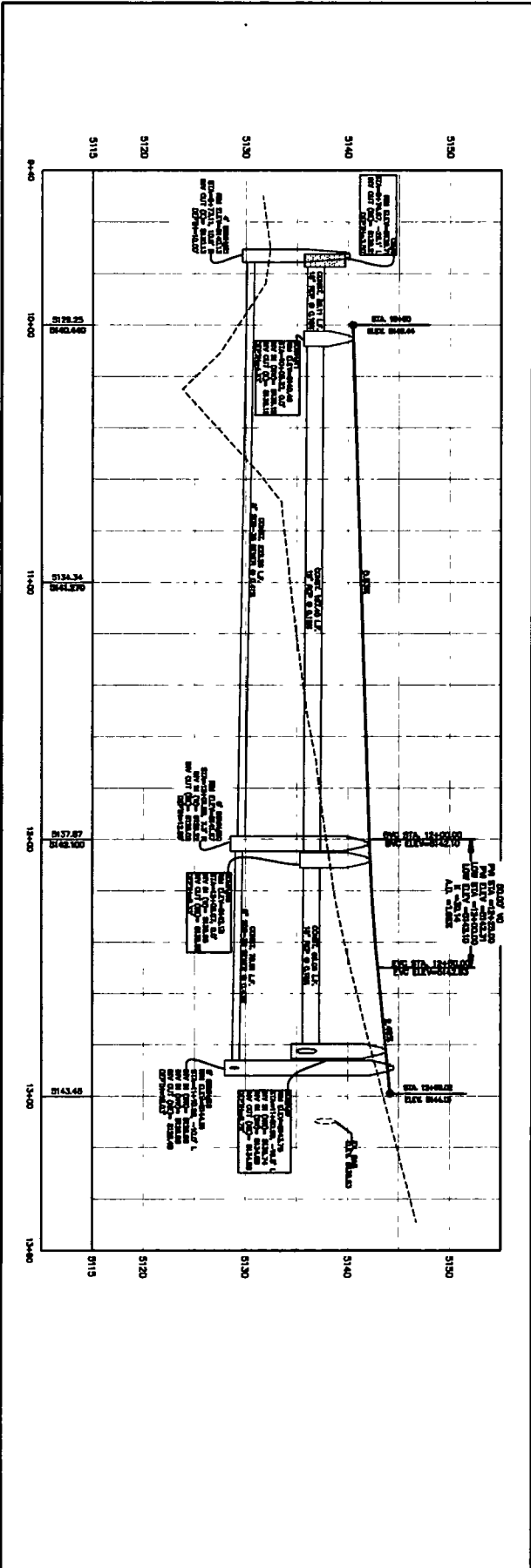
EXISTING TOPOGRAPHY

ELK RIDGE, UT


SHEET NO.

5





ENT 53137:2023 PG 17 of 59

CONSTRUCTION NOTES:  
 1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.  
 2. ALL ELEVATIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 3. ALL DISTANCES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 4. ALL ANGLES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 5. ALL CURVES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 6. ALL GRADES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 7. ALL SLOPES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 8. ALL EASEMENTS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 9. ALL UTILITIES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
 10. ALL STRUCTURES ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

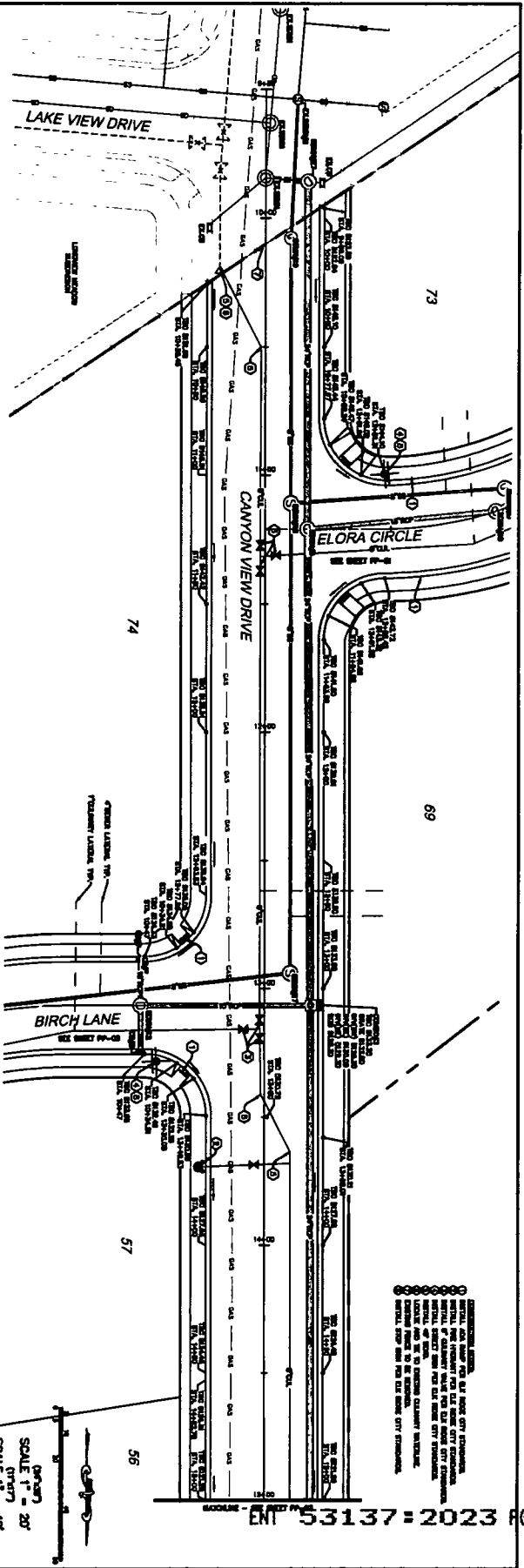
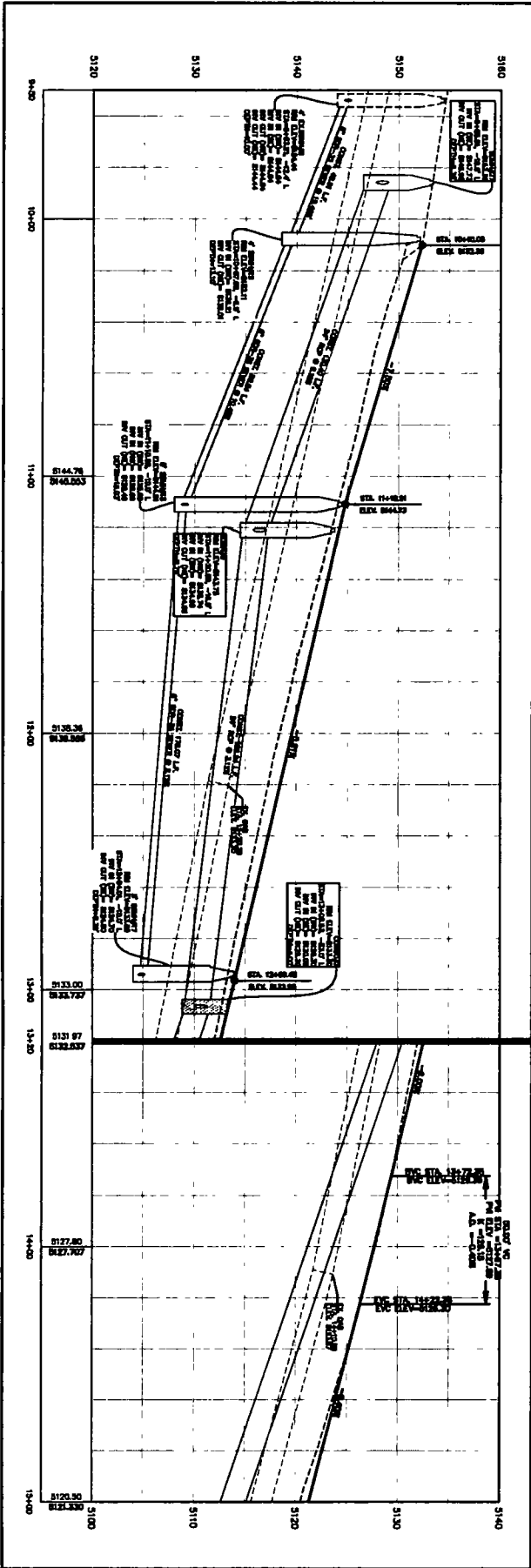
(GRAPHIC)  
 SCALE 1" = 20'  
 (GRAPHIC)  
 SCALE 1" = 40'

**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING LLC**  
 PHONE: 801-635-0566  
 848 E. 800 N. SUITE A  
 SPANISH FORK, UT 84660

ELORA CIRCLE  
 STA. 10+00 TO STA. 13+00  
 ELK RIDGE, UT

NO.	DATE	REVISION

SHEET NO.  
**PP-01**



1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.  
 7. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.  
 8. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.  
 9. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.  
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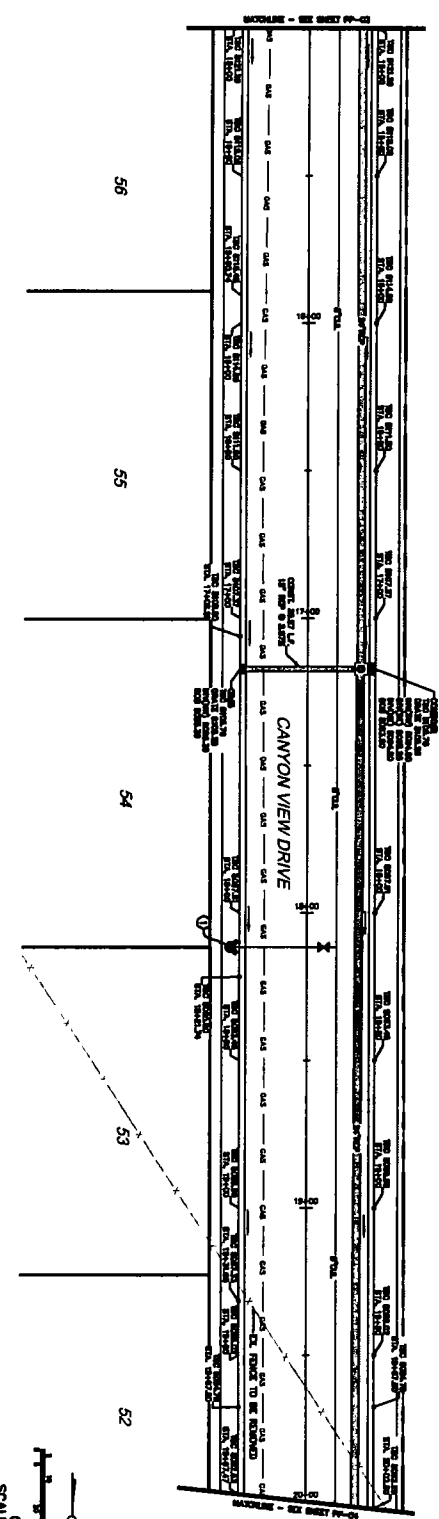
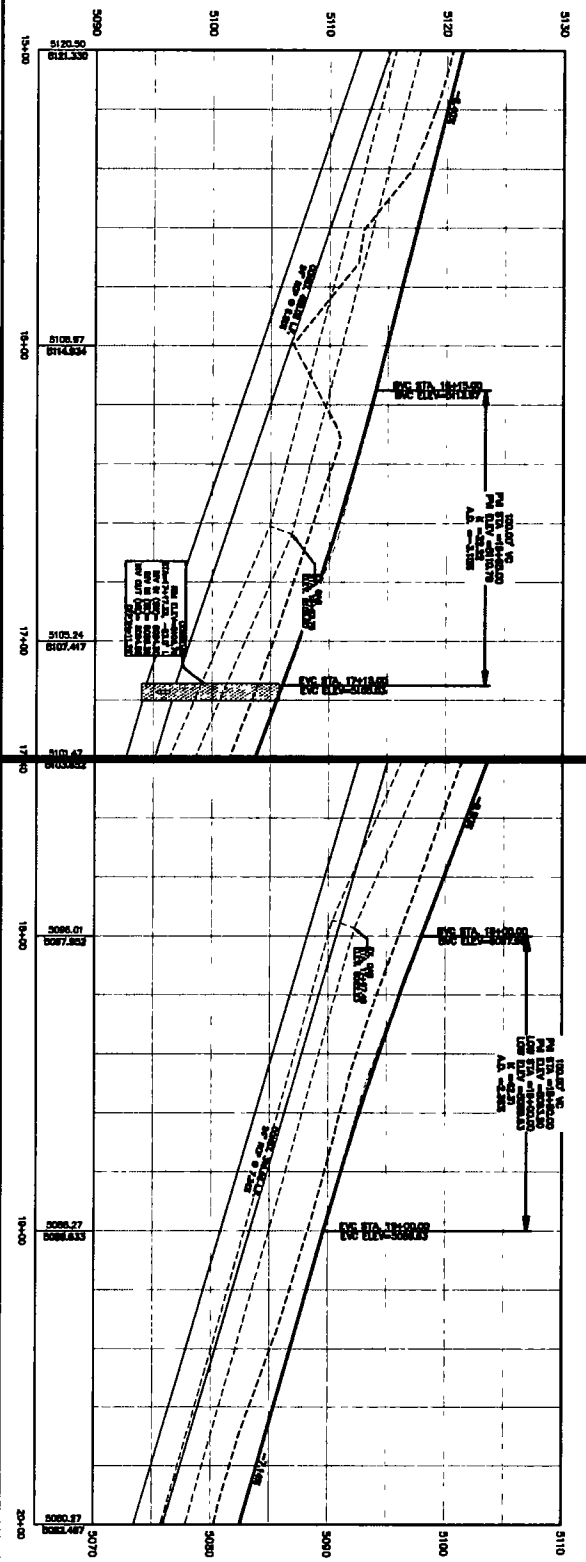
DRAWING SCALE 1" = 20'  
 PLAN SCALE 1" = 40'

ENT 53137:2023 PG 18 of 59

**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING L.L.C.**  
 PHONE: 801-635-0568  
 948 E. 500 N. SUITE A  
 SPANISH FORK, UT 84680

CANYON VIEW DRIVE  
 STA. 10+00 TO STA. 15+00  
 ELK RIDGE, UT

SHEET NO.	PP-02
DATE	
BY	
CHECKED	
APPROVED	



SCALE 1" = 20'  
SCALE 1" = 40'

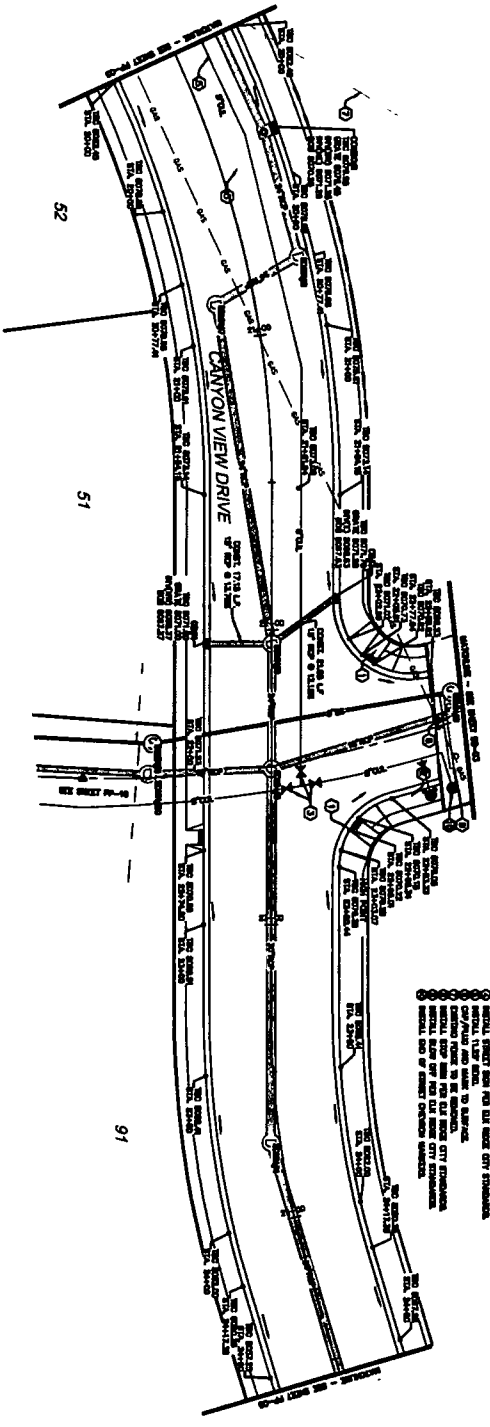
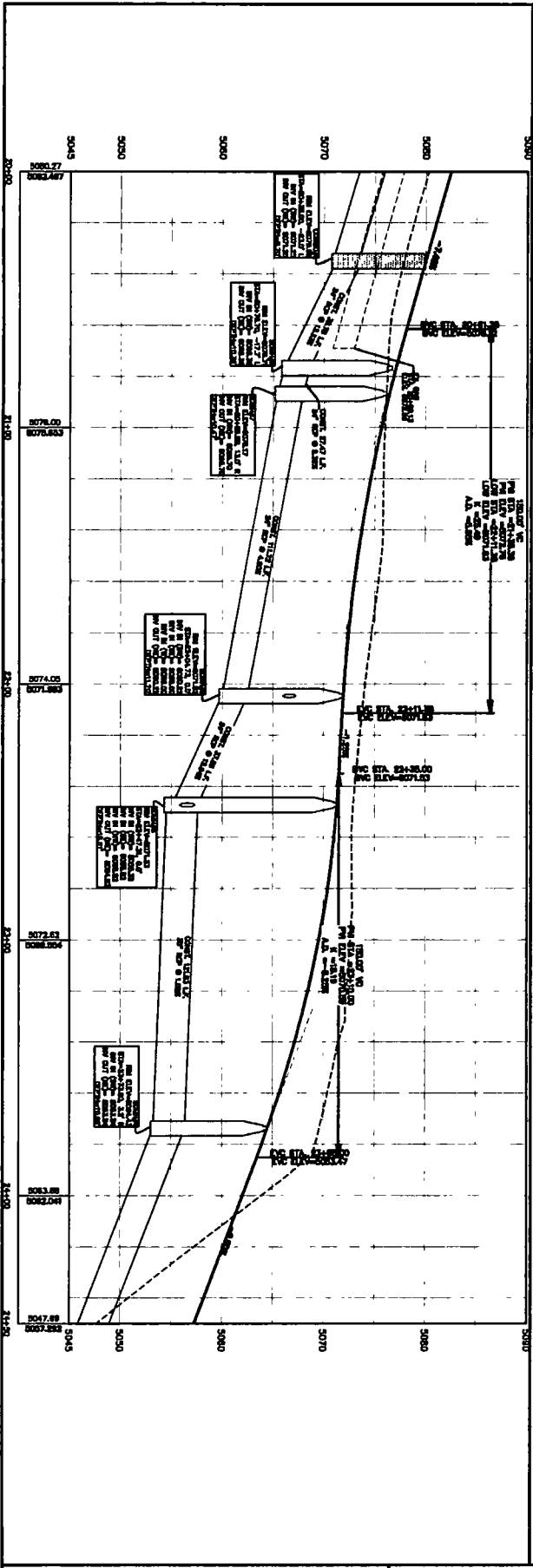
© 2023 HIGHLANDS PHASE I ATLAS ENGINEERING, LLC

**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING**  
 LLC  
 PHONE: 801-653-0566  
 848 E. 800 N. SUITE A  
 SPANISH FORK, UT 84680

CANYON VIEW DRIVE  
 STA. 15+00 TO STA. 20+00  
 ELK RIDGE, UT

--	--	--	--	--	--	--	--	--	--

SHEET NO.  
 PP-03



- EXISTING ELEVATION
- PROPOSED ELEVATION
- FINISH ELEVATION
- ORIGINAL ELEVATION
- EXISTING ELEVATION
- PROPOSED ELEVATION
- FINISH ELEVATION
- ORIGINAL ELEVATION
- EXISTING ELEVATION
- PROPOSED ELEVATION
- FINISH ELEVATION
- ORIGINAL ELEVATION
- EXISTING ELEVATION
- PROPOSED ELEVATION
- FINISH ELEVATION
- ORIGINAL ELEVATION

SCALE 1" = 20'  
SCALE 1" = 40'

HIGHLANDS PHASE I



**ATLAS**  
**ENGINEERING**  
**LLC**

PHONE: 801-655-0566  
948 E. 900 N. SUITE A  
SPANISH FORK, UT 84660

CANYON VIEW DRIVE  
STA. 20+00 TO STA. 24+50

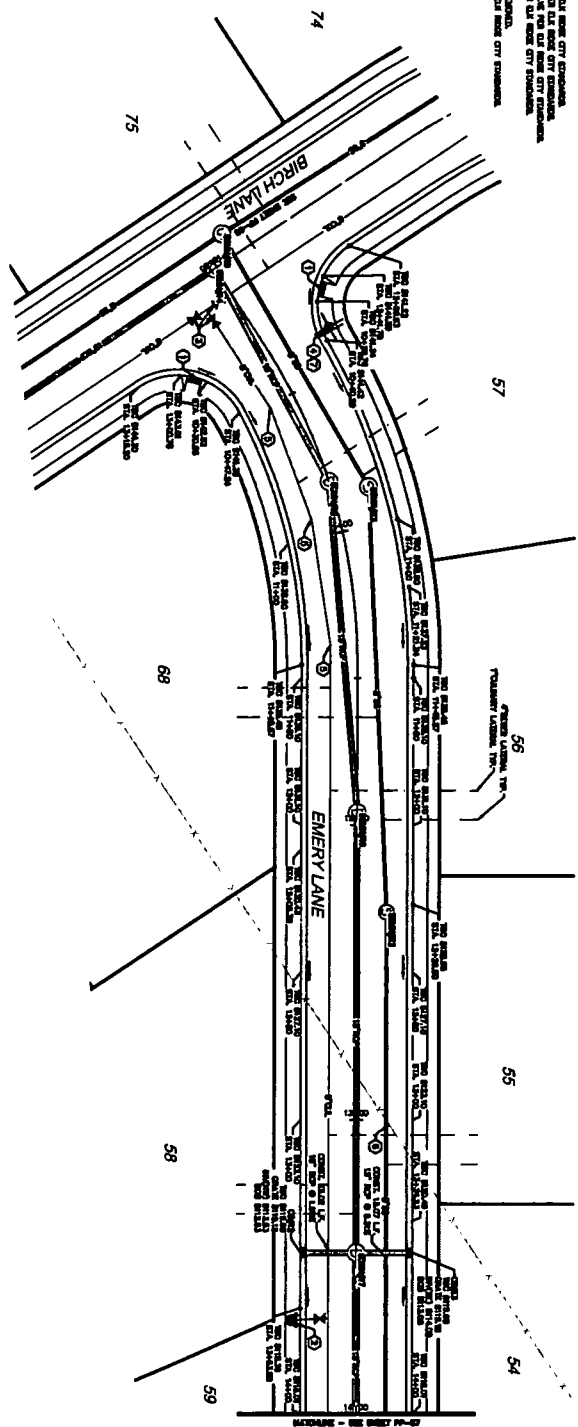
ELK RIDGE, UT

SHEET NO.

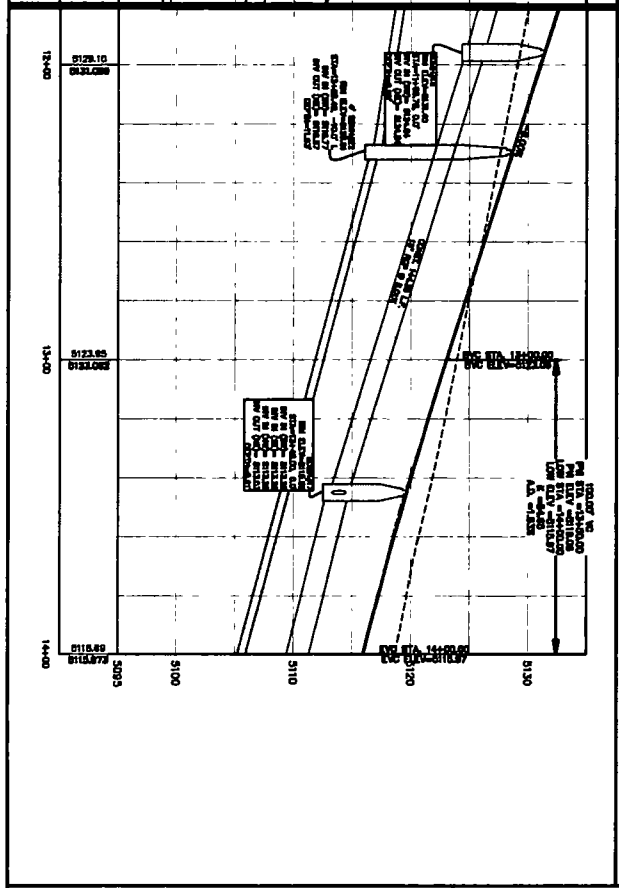
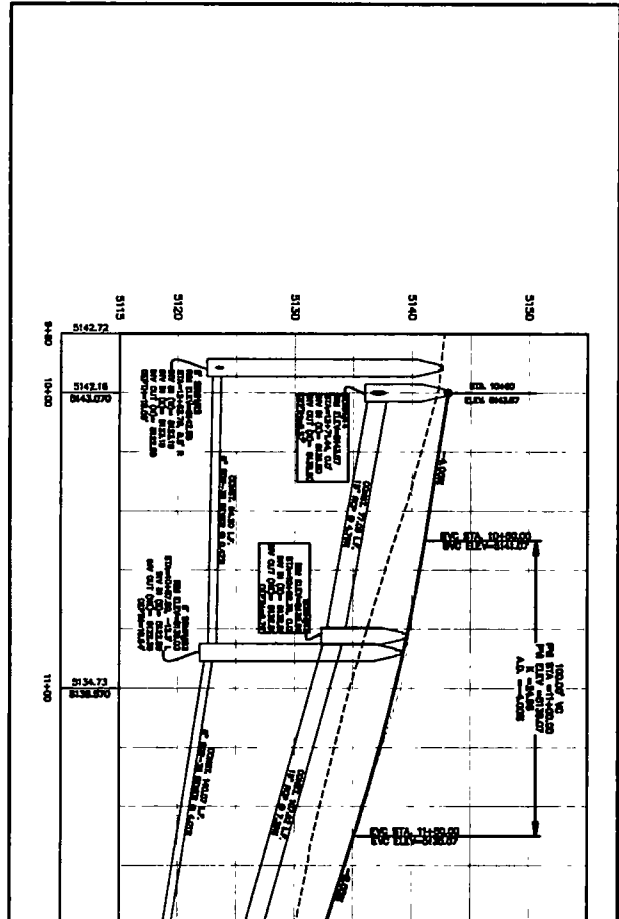
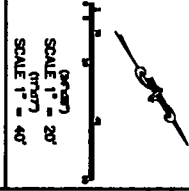
PP-04



- 1 EXISTING AND PROPOSED CENTERLINE
- 2 EXISTING AND PROPOSED RIGHT-OF-WAY
- 3 EXISTING AND PROPOSED DRIVEWAY
- 4 EXISTING AND PROPOSED DRIVEWAY
- 5 EXISTING AND PROPOSED DRIVEWAY
- 6 EXISTING AND PROPOSED DRIVEWAY
- 7 EXISTING AND PROPOSED DRIVEWAY
- 8 EXISTING AND PROPOSED DRIVEWAY
- 9 EXISTING AND PROPOSED DRIVEWAY
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- 73 EXISTING AND PROPOSED DRIVEWAY
- 74 EXISTING AND PROPOSED DRIVEWAY
- 75 EXISTING AND PROPOSED DRIVEWAY



ENT 53137:2023 PG 22 of 59



**HIGHLANDS PHASE I**  
**ATLAS**  
**ENGINEERING**  
 LLC

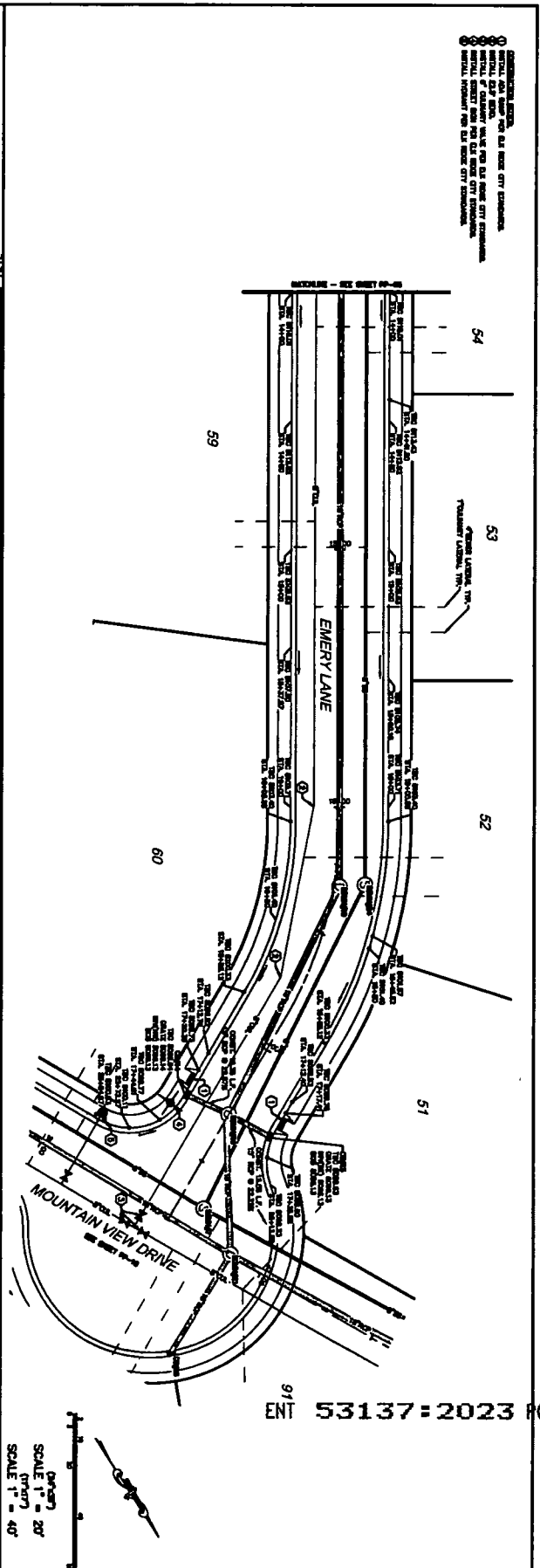
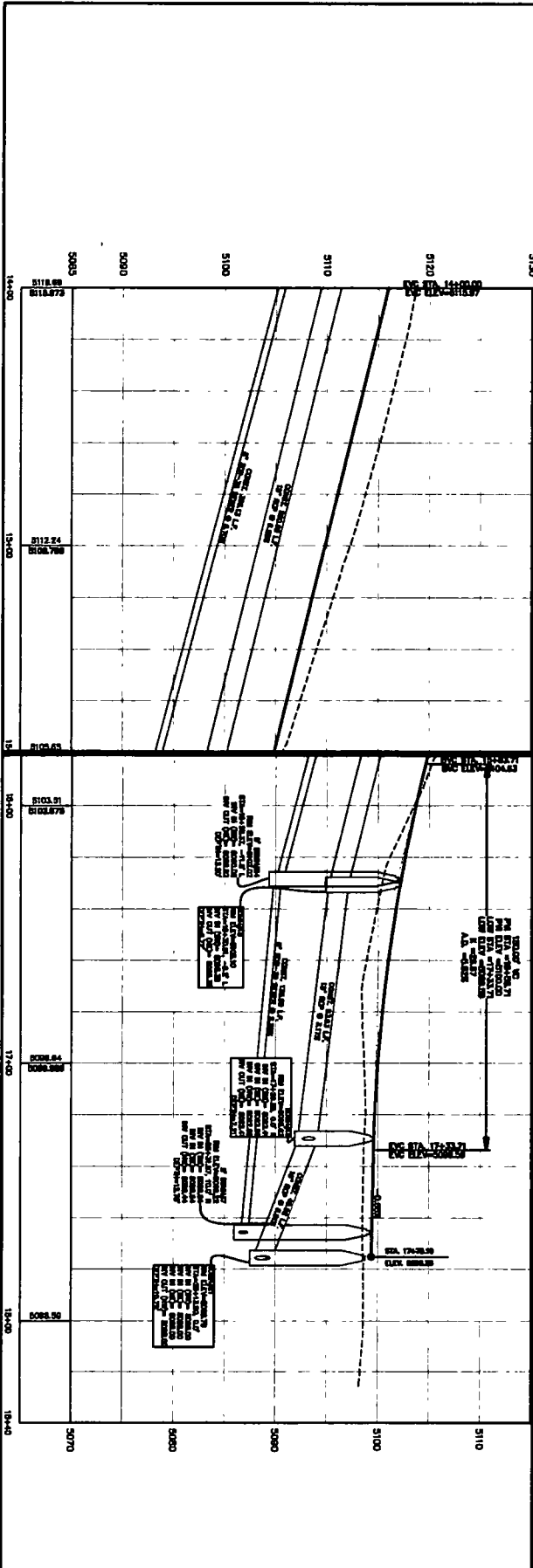
PHONE: 801-655-0566  
 845 E. 900 N. SUITE A  
 SPANISH FORK, UT 84680

EMERY LANE  
 STA. 10+00 TO STA. 14+00

ELK RIDGE, UT

SHEET NO.  
 PP-06

- 1. GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CITY CONDUITS.
- 2. GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CITY CONDUITS.
- 3. GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CITY CONDUITS.
- 4. GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CITY CONDUITS.



DRAWN  
SCALE 1" = 20'  
07/2017  
SCALE 1" = 40'

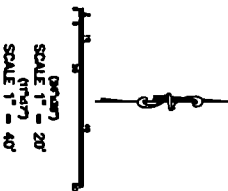
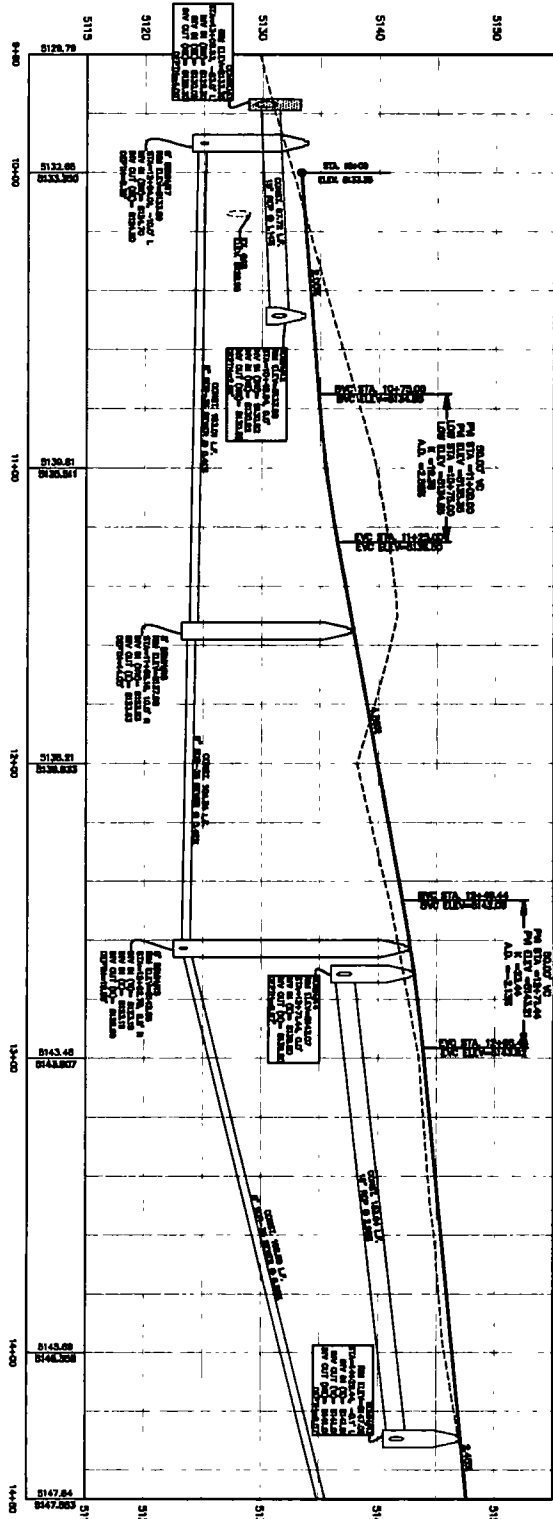
ENT 53137:2023 PG 23 of 59

**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING**  
 L.L.C.  
 PHONE: 801-655-0280  
 948 E. 800 N. SUITE A  
 SPANISH FORK, UT 84880

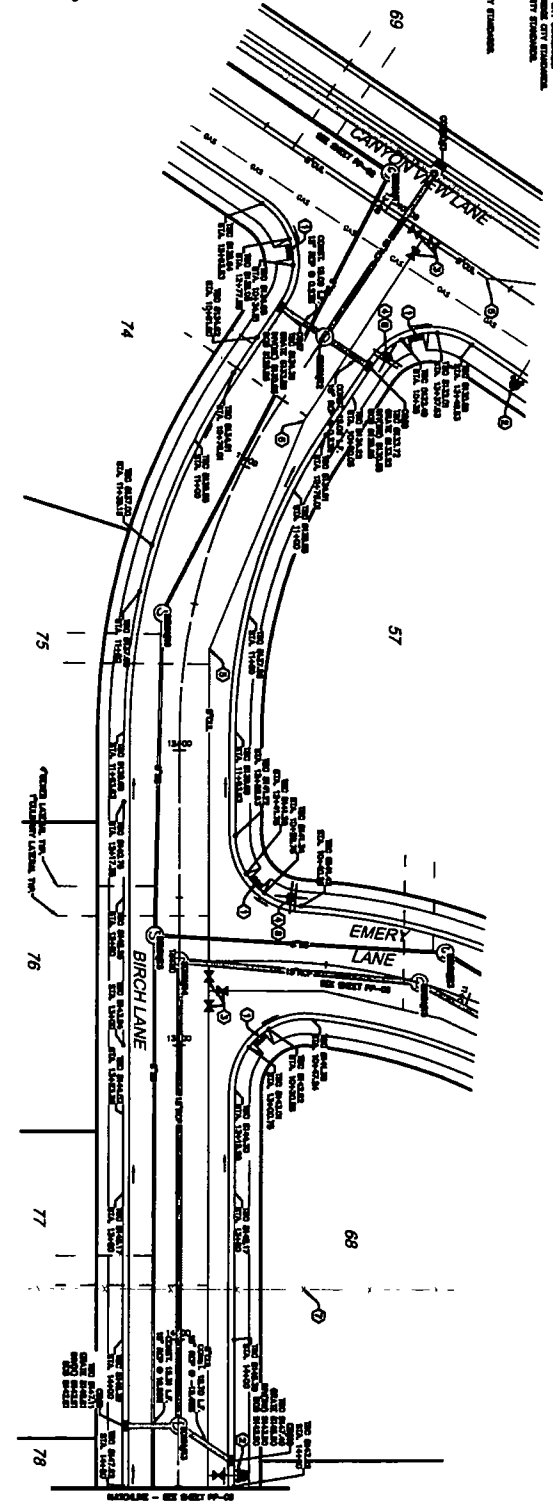
EMERY LANE  
 STA. 14+00 TO STA. 18+40  
 ELK RIDGE, UT

NO.	DATE	DESCRIPTION

SHEET NO.  
**PP-07**



- (1) EXISTING ROAD CENTERLINE
- (2) EXISTING ROAD RIGHT-OF-WAY
- (3) EXISTING ROAD LEFT-OF-WAY
- (4) EXISTING ROAD RIGHT-OF-WAY
- (5) EXISTING ROAD CENTERLINE
- (6) EXISTING ROAD CENTERLINE
- (7) EXISTING ROAD CENTERLINE
- (8) EXISTING ROAD CENTERLINE
- (9) EXISTING ROAD CENTERLINE
- (10) EXISTING ROAD CENTERLINE
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- (19) EXISTING ROAD CENTERLINE
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- (23) EXISTING ROAD CENTERLINE
- (24) EXISTING ROAD CENTERLINE
- (25) EXISTING ROAD CENTERLINE
- (26) EXISTING ROAD CENTERLINE
- (27) EXISTING ROAD CENTERLINE
- (28) EXISTING ROAD CENTERLINE
- (29) EXISTING ROAD CENTERLINE
- (30) EXISTING ROAD CENTERLINE



**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING L.L.C.**  
PHONE: 801-855-0568  
949 E. 500 N. SUITE A  
SPANISH FORK, UT 84660

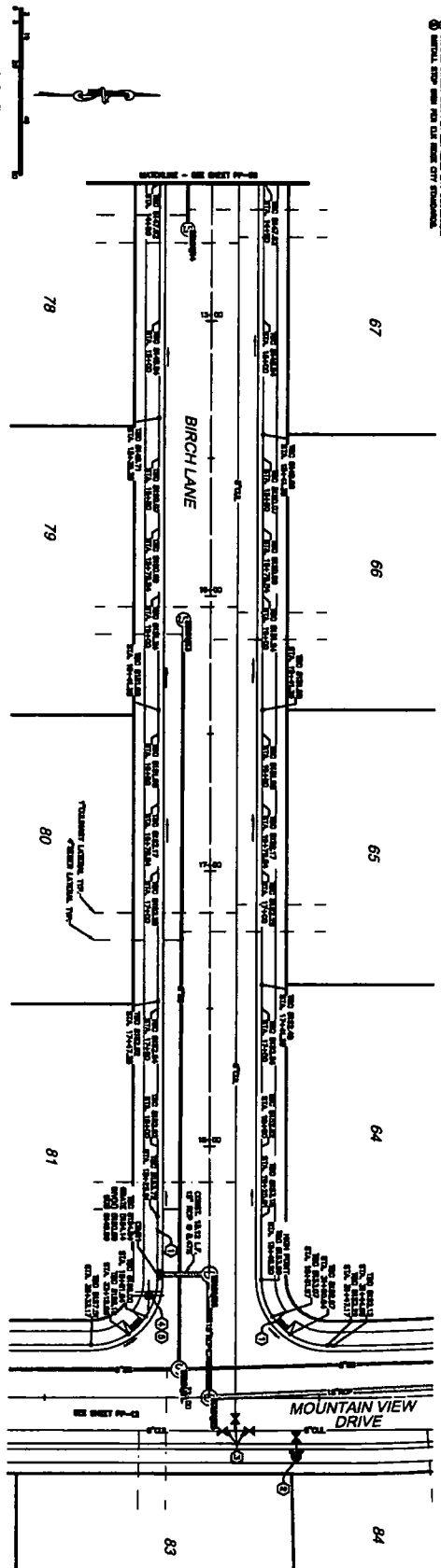
BIRCH LANE  
STA. 10+00 TO STA. 14+50  
  
ELK RIDGE, UT

DATE	BY	CHKD

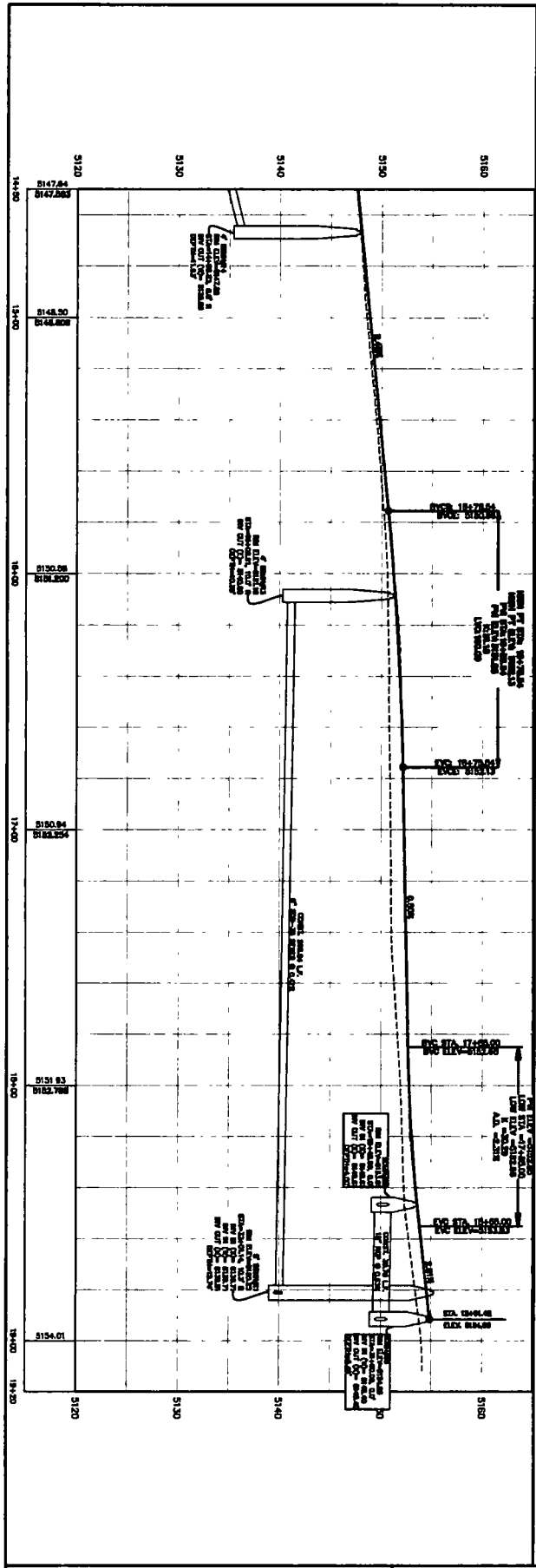
SHEET NO.  
**PP-08**



- 1. INITIAL AND REVISIONS
- 2. INITIAL AND REVISIONS
- 3. INITIAL AND REVISIONS
- 4. INITIAL AND REVISIONS
- 5. INITIAL AND REVISIONS



ENT 53137:2023 PG 25 of 59



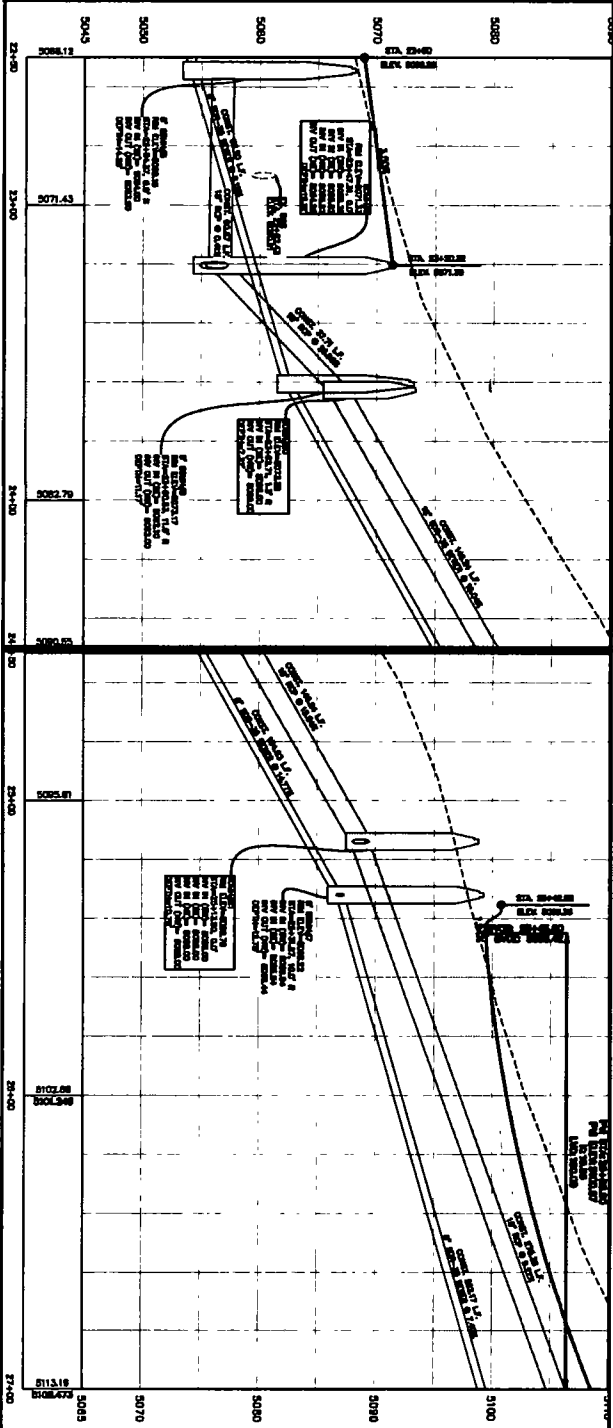
SCALE 1" = 20'  
SCALE 1" = 40'

**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING LLC**  
 PHONE: 801-653-0566  
 948 E. 800 N. SUITE A  
 SPANISH FORK, UT 84680

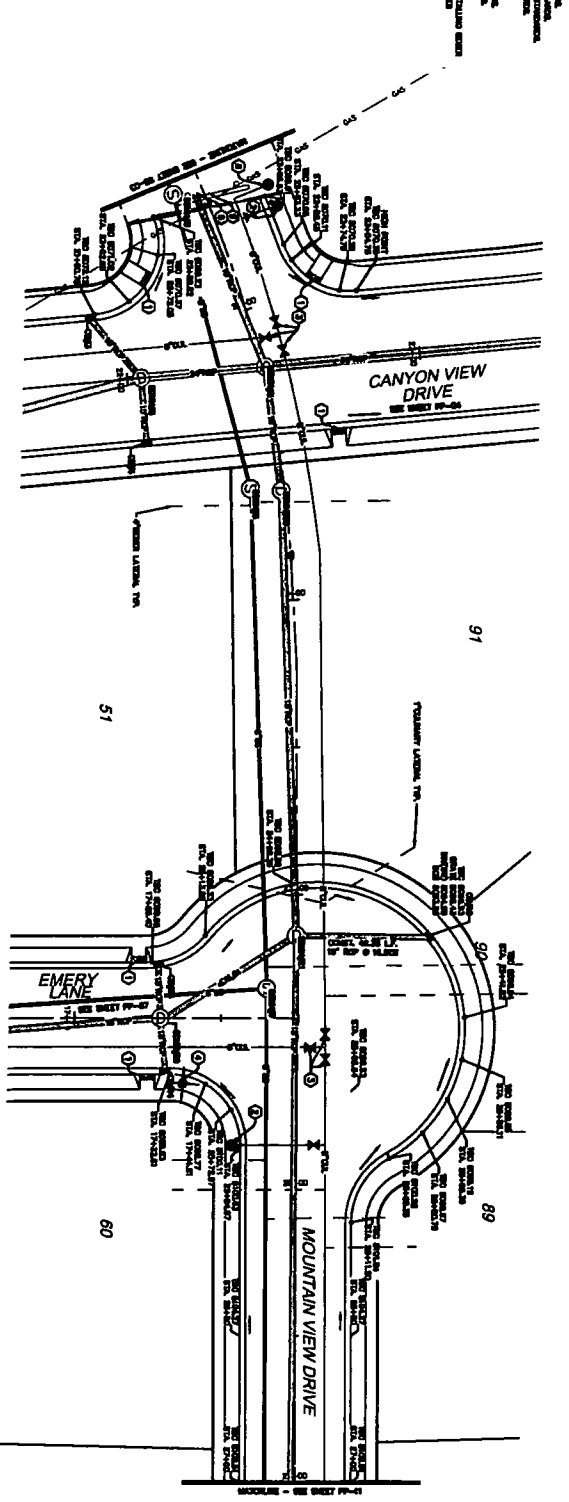
BIRCH LANE  
 STA. 14+50 TO STA. 19+00  
 ELK RIDGE, UT

NO.	DATE	BY	CHKD.	DESCRIPTION

SHEET NO.  
**PP-09**



- EXISTING UTILITY
- PROPOSED UTILITY
- EXISTING ROAD
- PROPOSED ROAD
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB
- PROPOSED CURB
- EXISTING DRIVEWAY
- PROPOSED DRIVEWAY
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING SIGN
- PROPOSED SIGN
- EXISTING LIGHT
- PROPOSED LIGHT
- EXISTING TREE
- PROPOSED TREE
- EXISTING LANDSCAPE
- PROPOSED LANDSCAPE
- EXISTING GRADE
- PROPOSED GRADE
- EXISTING ELEVATION
- PROPOSED ELEVATION



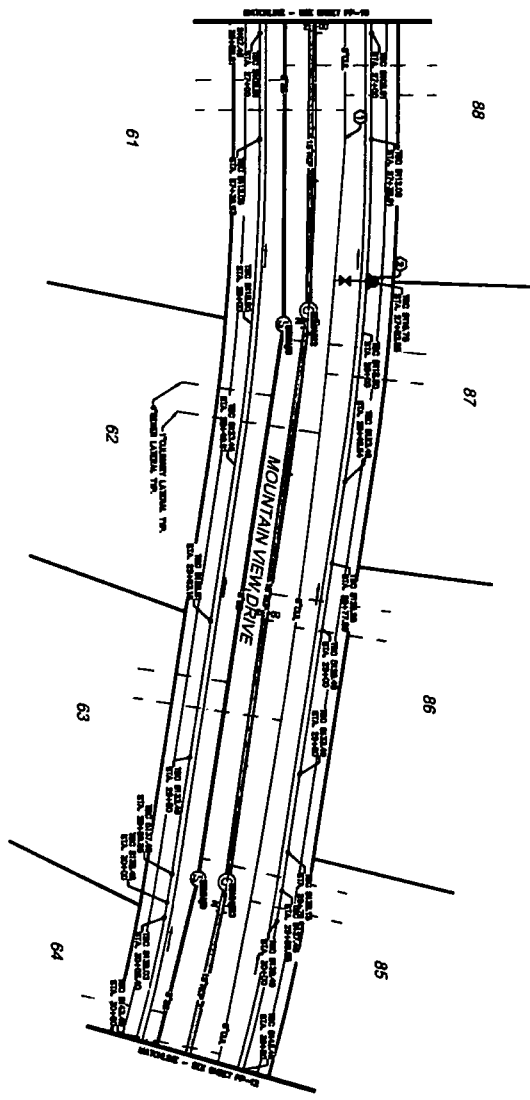
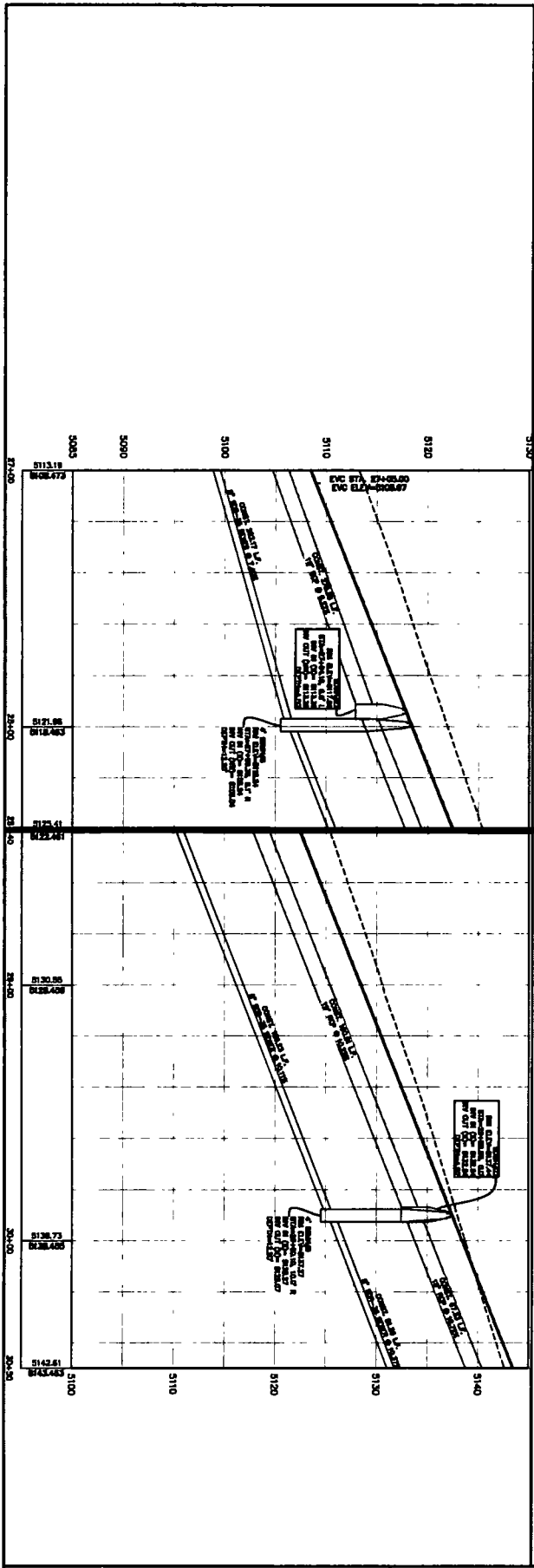
**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING LLC**  
 PHONE: 801-655-0566  
 948 E. 800 N. SUITE A  
 SPANISH FORK, UT 84666

**MOUNTAIN VIEW DRIVE  
 STA. 22+50 TO STA. 26+50**

ELK RIDGE, UT


SHEET NO.  
**PP-10**

CONSTRUCTION NOTES:  
 1. EXISTING UTILITIES SHOWN AS THEY WERE FOUND.  
 2. VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.



ENT 53137:2023 PG 27 of 59

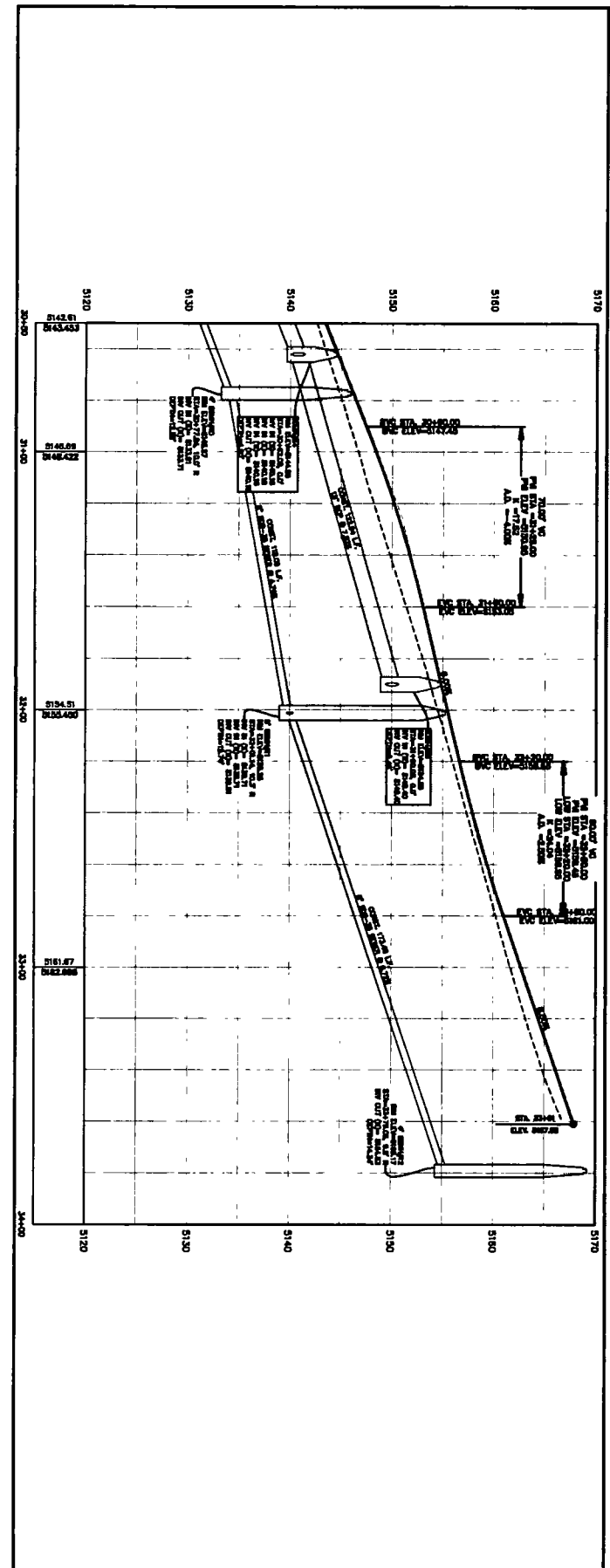
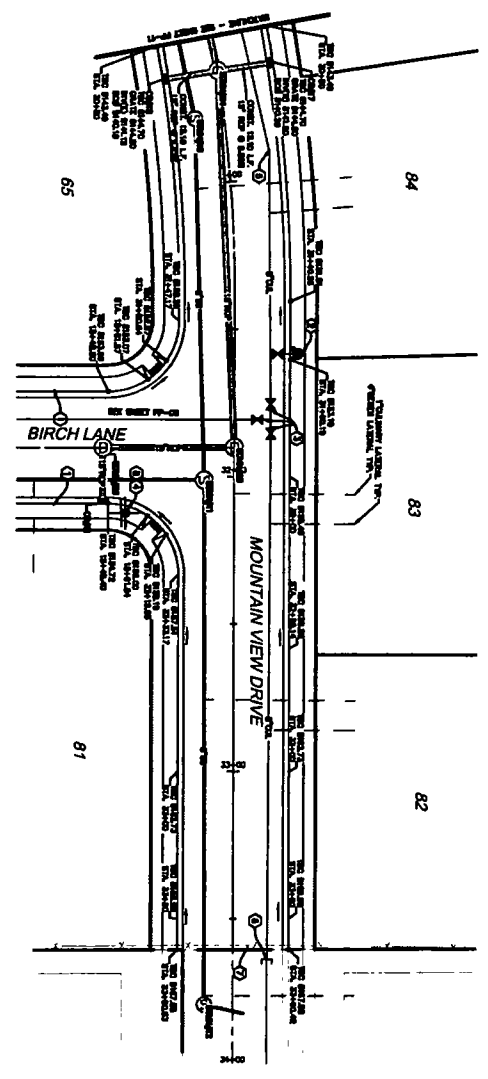
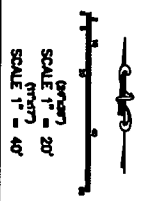
**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING L.L.C.**  
 PHONE: 801-853-0566  
 948 E. 800 N. SUITE A  
 SPANISH FORK, UT 84668

MOUNTAIN VIEW DRIVE  
 STA. 27+00 TO STA. 30+50  
 ELK RIDGE, UT

DATE	DESCRIPTION	BY	CHK

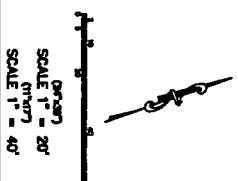
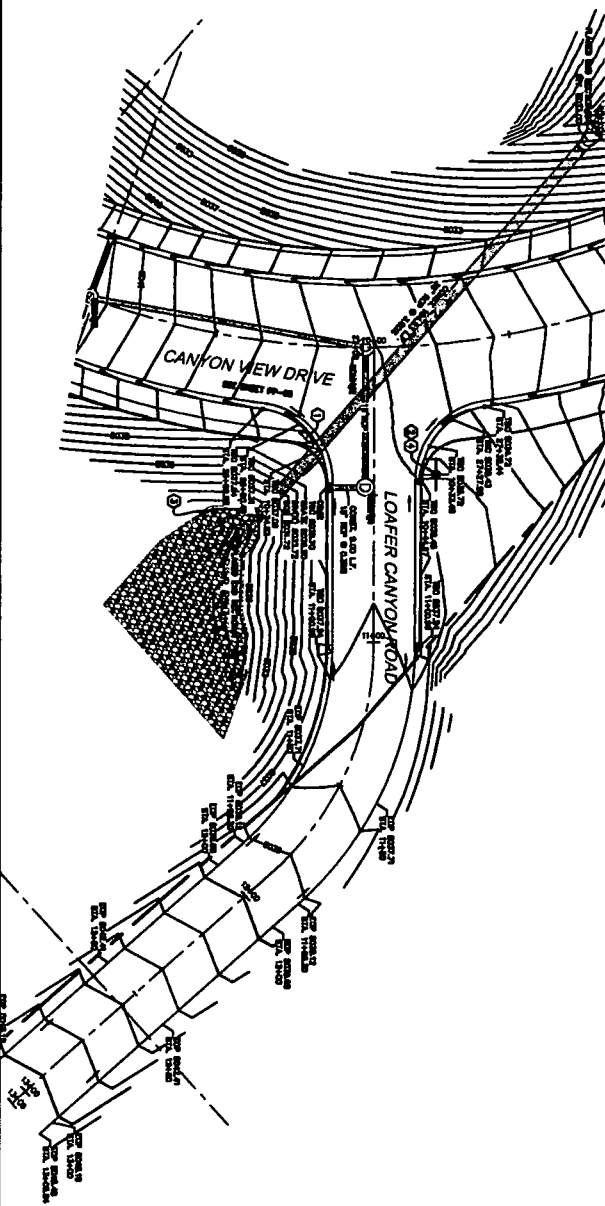
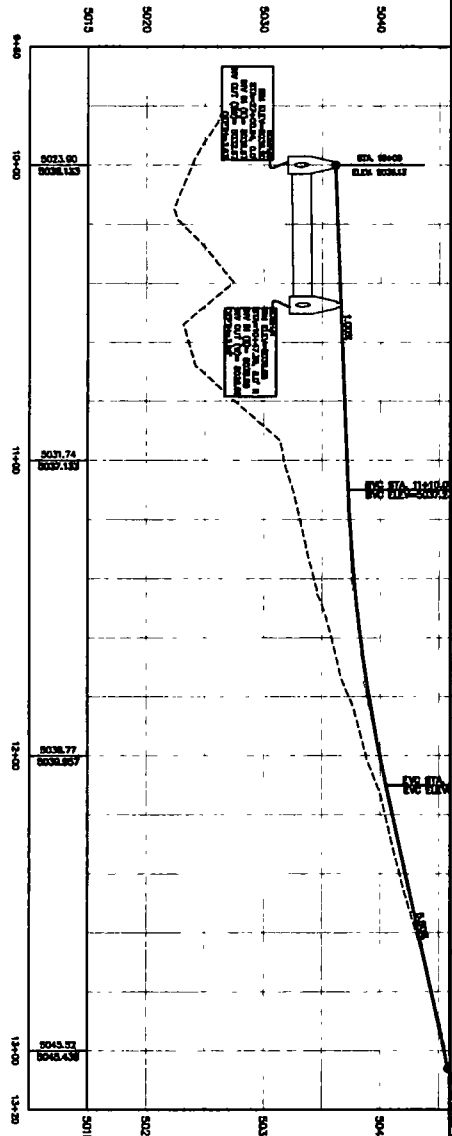
SHEET NO.  
**PP-11**

1. CONSULT THE CITY ENGINEER.  
 2. VERIFY THE LOCATION OF ALL EXISTING UTILITIES.  
 3. VERIFY THE LOCATION OF ALL EXISTING CURBS AND GUTTERS.  
 4. VERIFY THE LOCATION OF ALL EXISTING SIDEWALKS.  
 5. VERIFY THE LOCATION OF ALL EXISTING DRIVEWAYS.  
 6. VERIFY THE LOCATION OF ALL EXISTING LOT CORNERS.  
 7. VERIFY THE LOCATION OF ALL EXISTING EASEMENTS.  
 8. VERIFY THE LOCATION OF ALL EXISTING RIGHT-OF-WAY LINES.  
 9. VERIFY THE LOCATION OF ALL EXISTING STREETS.  
 10. VERIFY THE LOCATION OF ALL EXISTING CURBS AND GUTTERS.



ENT 53137:2023 PG 28 of 59

<p><b>HIGHLANDS PHASE I</b>  <b>ATLAS</b>  <b>ENGINEERING</b>  <b>LLC</b></p> <p>PHONE: 801-655-0566        848 E. 800 N. SUITE A        SPANISH FORK, UT 84660</p>	<p>MEADOW LARK LANE        STA. 30+50 TO STA. 34+00</p> <p>ELK RIDGE, UT</p>		<p>SHEET NO.  <b>PP-12</b></p>
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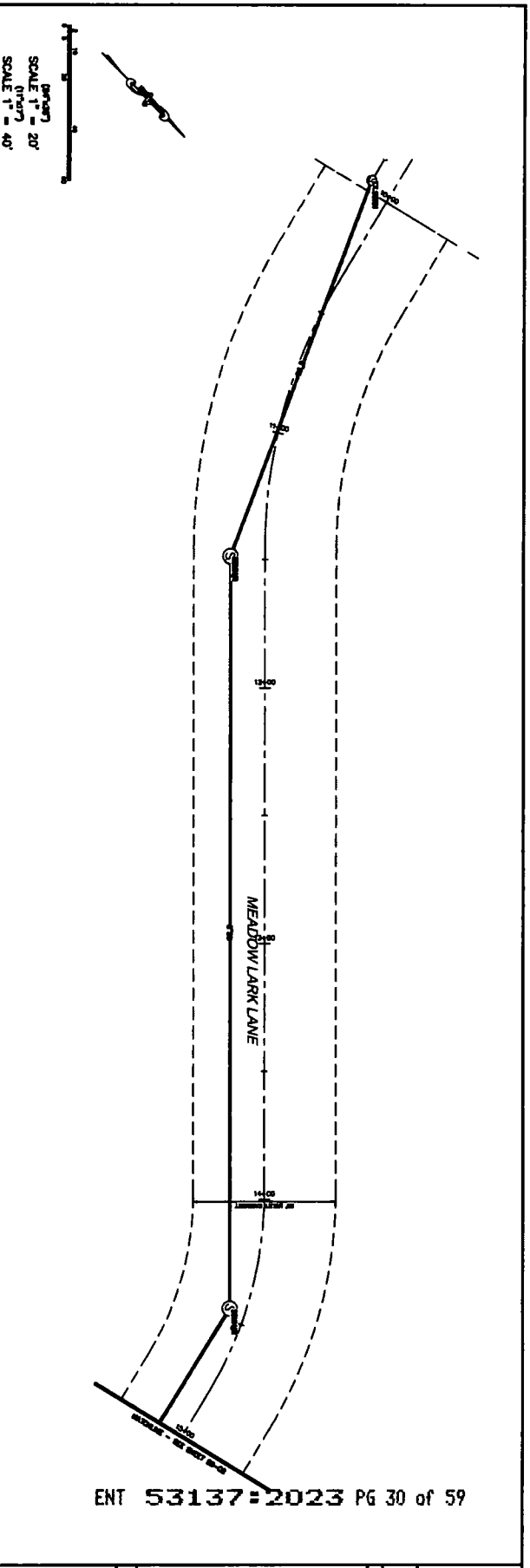
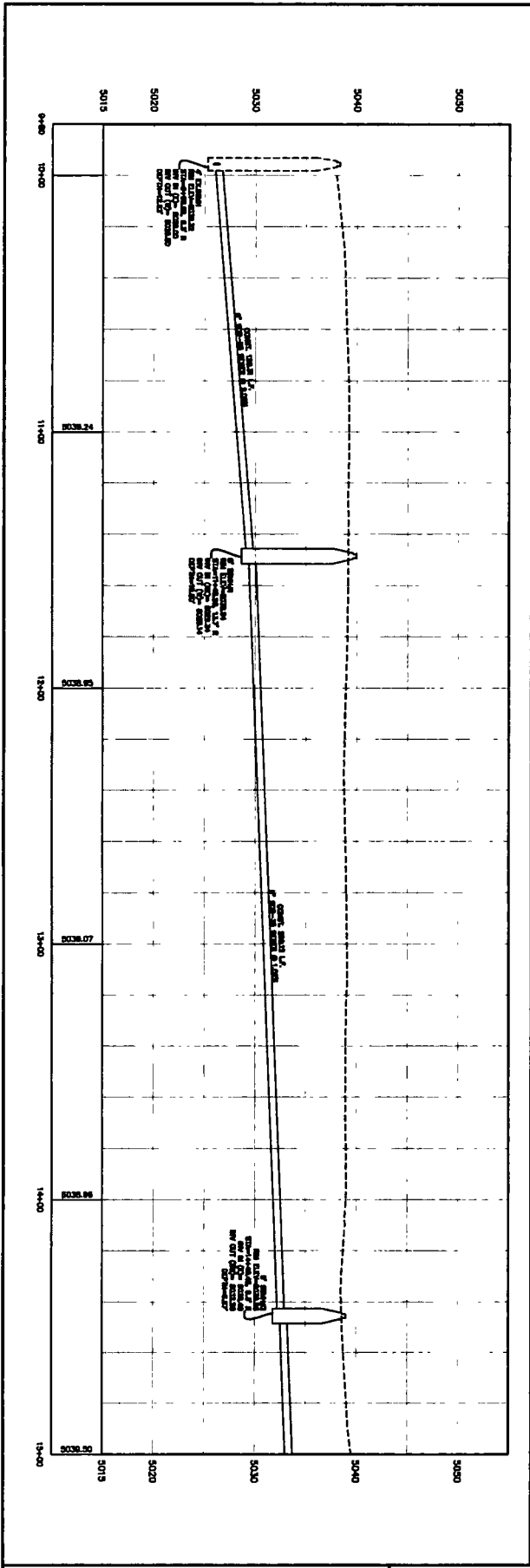
- ① EXISTING STRUCTURES
- ② EXISTING ROAD RIGHT-OF-WAY
- ③ EXISTING ROAD CENTERLINE
- ④ EXISTING ROAD CENTERLINE WITH 10' OFFSET
- ⑤ EXISTING ROAD CENTERLINE WITH 20' OFFSET
- ⑥ EXISTING ROAD CENTERLINE WITH 30' OFFSET
- ⑦ EXISTING ROAD CENTERLINE WITH 40' OFFSET
- ⑧ EXISTING ROAD CENTERLINE WITH 50' OFFSET
- ⑨ EXISTING ROAD CENTERLINE WITH 60' OFFSET
- ⑩ EXISTING ROAD CENTERLINE WITH 70' OFFSET
- ⑪ EXISTING ROAD CENTERLINE WITH 80' OFFSET
- ⑫ EXISTING ROAD CENTERLINE WITH 90' OFFSET
- ⑬ EXISTING ROAD CENTERLINE WITH 100' OFFSET
- ⑭ EXISTING ROAD CENTERLINE WITH 110' OFFSET
- ⑮ EXISTING ROAD CENTERLINE WITH 120' OFFSET
- ⑯ EXISTING ROAD CENTERLINE WITH 130' OFFSET
- ⑰ EXISTING ROAD CENTERLINE WITH 140' OFFSET
- ⑱ EXISTING ROAD CENTERLINE WITH 150' OFFSET
- ⑲ EXISTING ROAD CENTERLINE WITH 160' OFFSET
- ⑳ EXISTING ROAD CENTERLINE WITH 170' OFFSET
- ㉑ EXISTING ROAD CENTERLINE WITH 180' OFFSET
- ㉒ EXISTING ROAD CENTERLINE WITH 190' OFFSET
- ㉓ EXISTING ROAD CENTERLINE WITH 200' OFFSET

NOTE:  
CONSTRUCTION TO FULL AND CORRECT 3/4" UTM MARK

**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING LLC**  
 PHONE: 801-653-0566  
 948 E. 800 N. SUITE A  
 SPARKSH FORK, UT 84860

**LOAFER CANYON ROAD**  
 STA. 10+00 TO STA. 12+89  
 ELK RIDGE, UT


SHEET NO.  
**PP-13**



ENT 53137:2023 PG 30 of 59

**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING LLC**

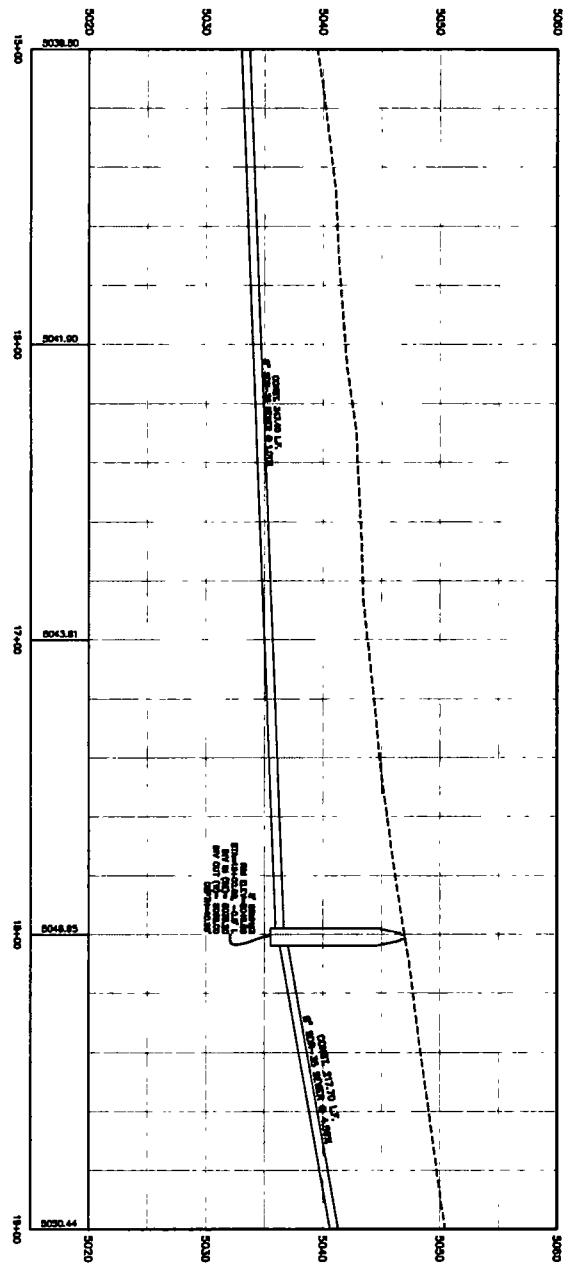
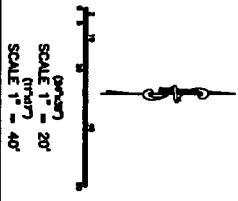
PHONE: 801-655-0586  
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 SPANISH FORK, UT 84660

OFFSITE UTILITIES STA.  
 STA. 10+00 TO STA. 15+00

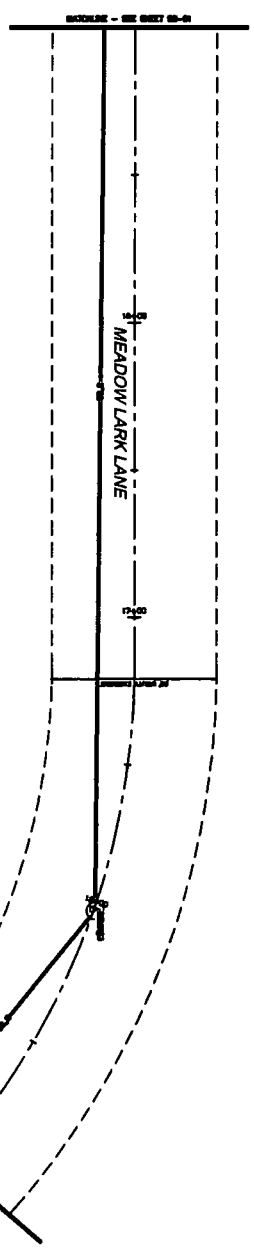
ELK RIDGE, UT

DATE	DESCRIPTION	BY	CHK

SHEET NO.  
 SS-01



AS SHOWN ON THE  
 EXISTING PLAN FOR  
 THE MEADOW LARK LANE  
 PROJECT, THE UTILITIES  
 SHALL BE PLACED  
 IN ACCORDANCE WITH  
 THE FOLLOWING NOTES:

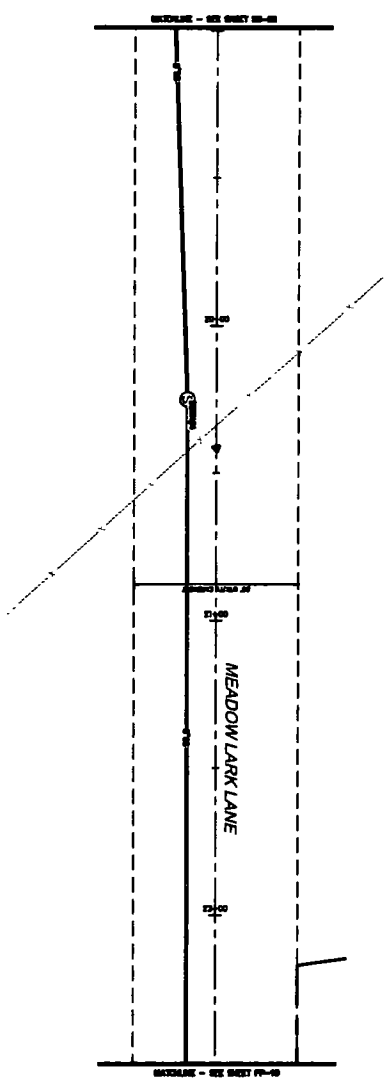
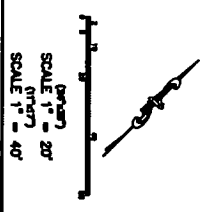
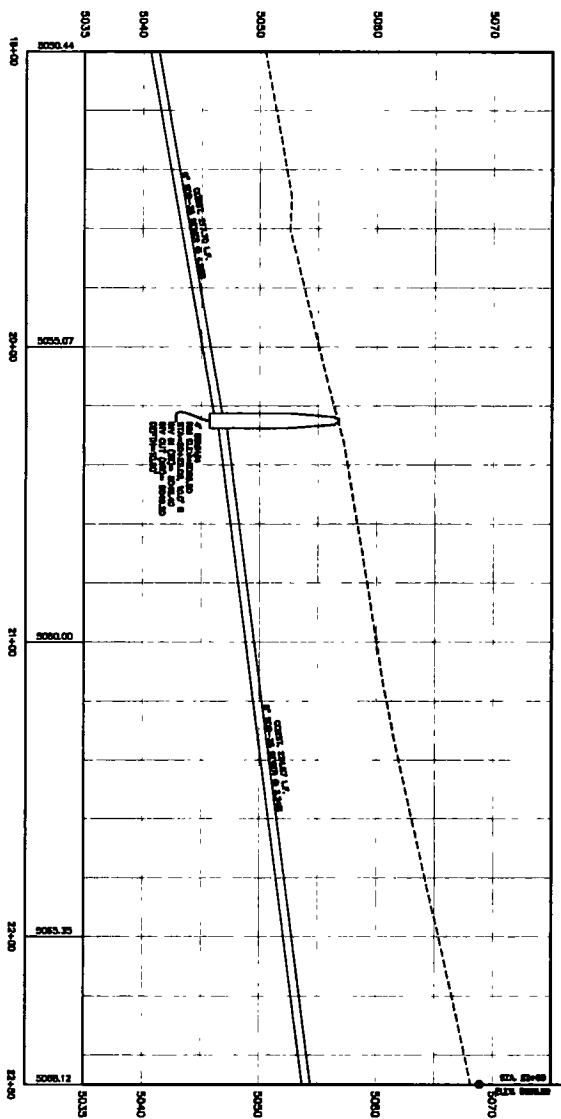


ENT 53137:2023 PG 31 of 59

**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING L.L.C.**  
 PHONE: 801-455-0568  
 948 E. 800 N. SUITE A  
 SPANISH FORK, UT 84688

OFFSITE UTILITIES STA.  
 STA. 15+00 TO STA. 19+00  
 ELK RIDGE, UT


SHEET NO.  
**SS-02**



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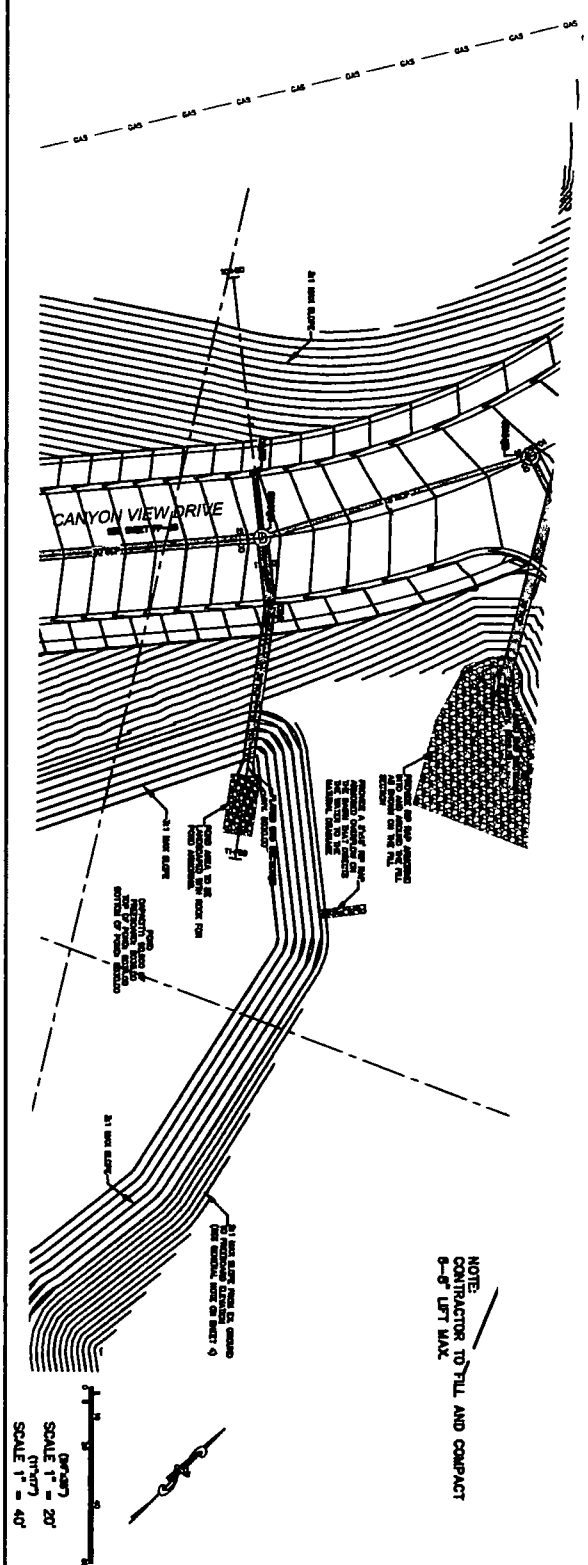
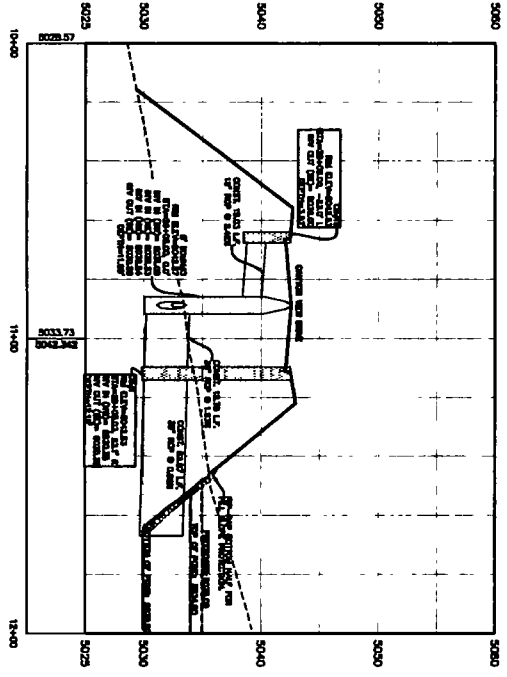
**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING LLC**  
 PHONE: 801-655-0566  
 848 E. 800 N. SUITE A  
 SPANISH FORK, UT 84660

OFFSITE UTILITIES STA.  
 STA. 19+00 TO STA. 22+50  
 ELK RIDGE, UT

NO.	DATE	REVISION	BY	CHECK

SHEET NO.  
**SS-03**





NOTE  
CONTRACTOR TO FILL AND COMPACT  
6"-8" LFT MAX.

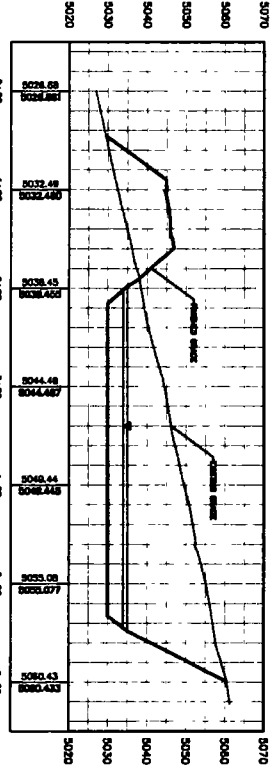
SCALE 1" = 20'  
SCALE 1" = 40'

**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING LLC**  
 PHONE: 801-653-0566  
 848 E. 800 N. SUITE A  
 SPARKSH FORK, UT 84668

STORM DRAIN POND  
 STA. 10+00 TO STA. 12+00  
 ELK RIDGE, UT

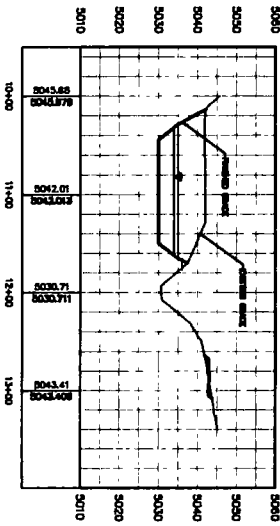
NO.	REVISION	DATE

SHEET NO.  
**SD-01**

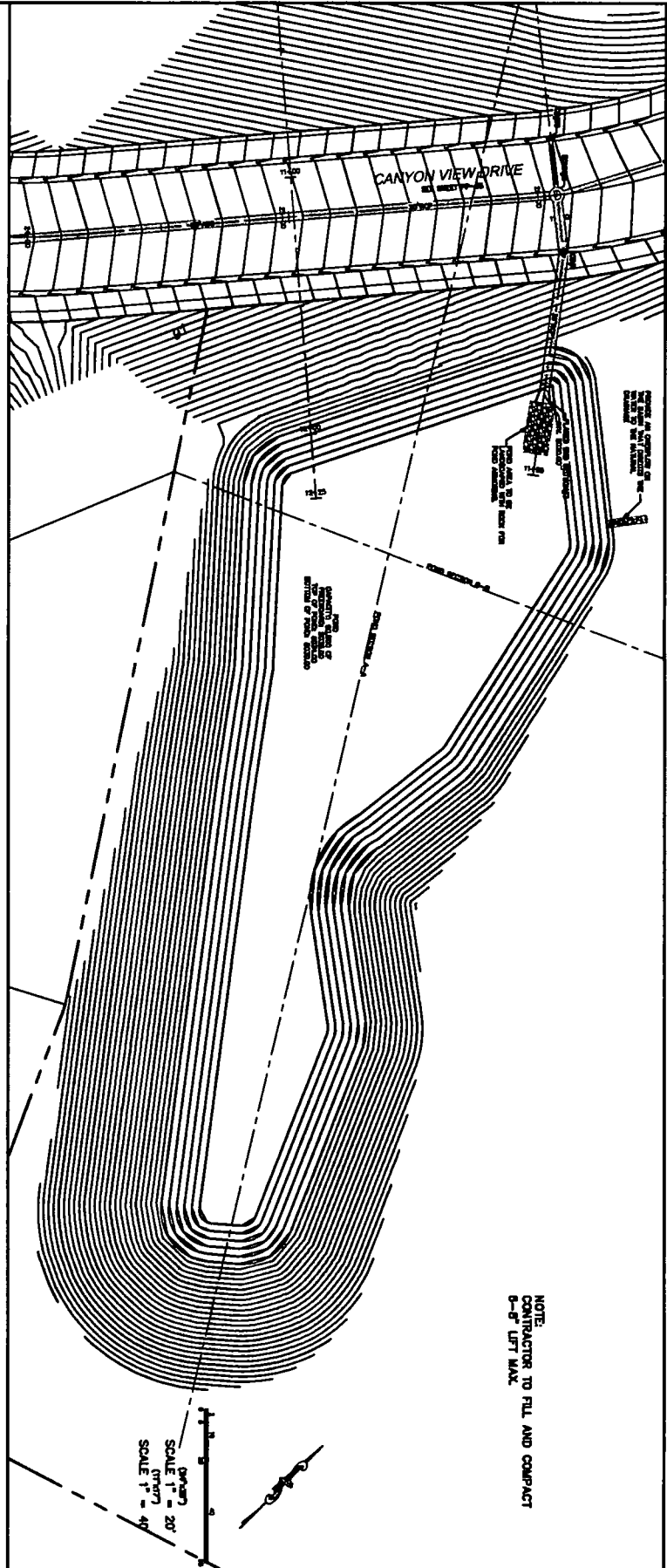


PROFILE VIEW: POND SECTION A-A  
SCALE: 5  
DATUM: 5020.00

ENT 53137=2023 PG 34 of 59



PROFILE VIEW: POND SECTION B-B  
SCALE: 5  
DATUM: 5010.00



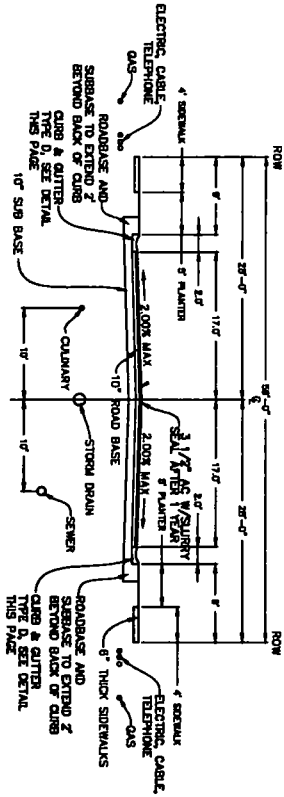
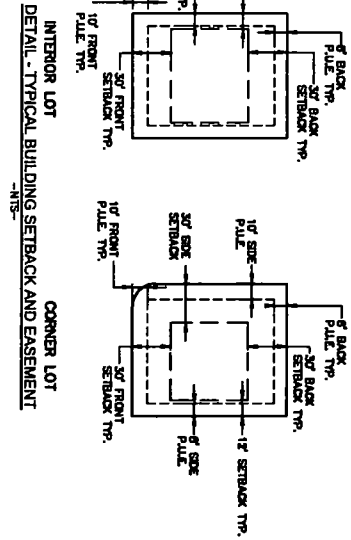
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**ATLAS ENGINEERING LLC**  
PHONE: 801-635-0585  
946 E. 800 N. SUITE A  
SPANISH FORK, UT 84660

STORM DRAIN POND  
SECTIONS

ELK RIDGE, UT

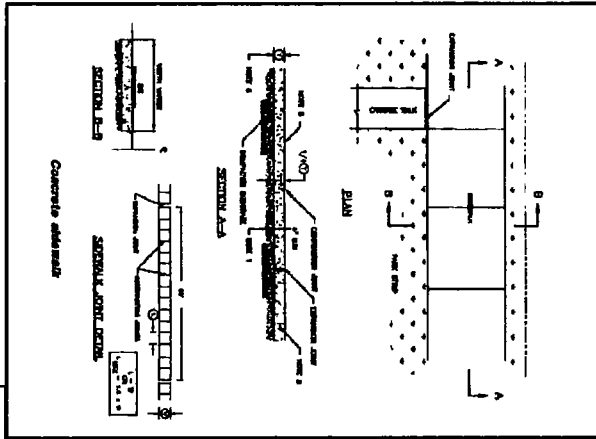
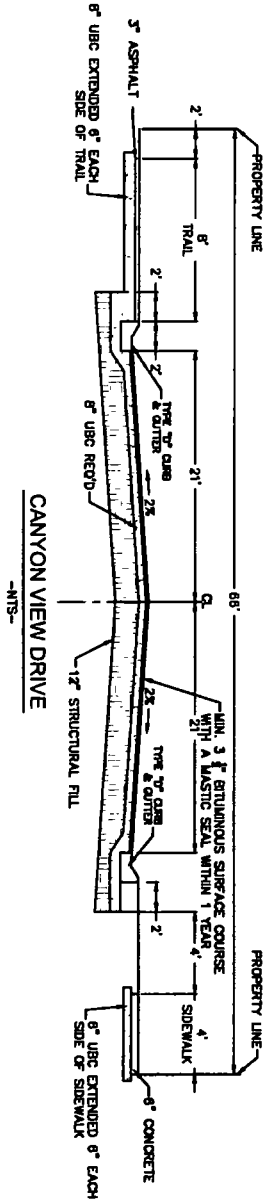

SHEET NO.

**SD-02**

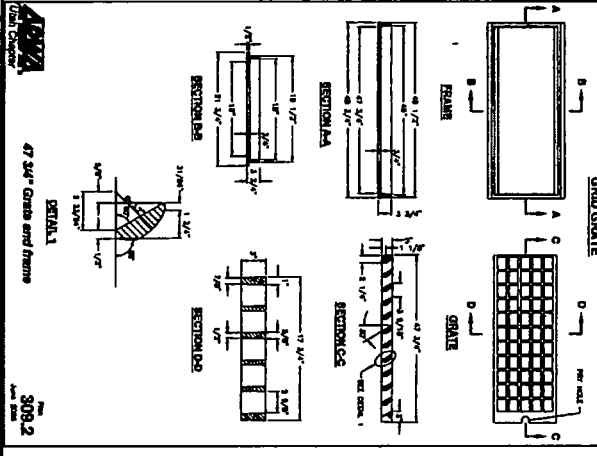
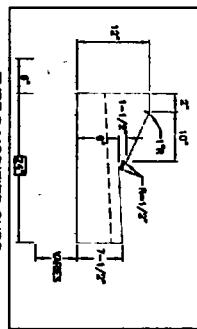


**NOTES:**  
1. ALL PAVEMENT DESIGN TO FOLLOW RECOMMENDATIONS OF GEOTECHNICAL REPORT PROJECT NO. 02274-001 BY GOR. MAIN ROAD DESIGN SHALL BE IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION SPECIFICATIONS FOR THE MAIN ROAD AS SET FORTH IN SECTION 102.00. ALL OTHER UTILITY LINES SHALL BE SET AS SHOWN AND SHALL BE COVERED BY THE MAIN ROAD AS SET FORTH IN SECTION 102.00. ALL OTHER UTILITY LINES SHALL BE SET AS SHOWN AND SHALL BE COVERED BY THE MAIN ROAD AS SET FORTH IN SECTION 102.00. ALL OTHER UTILITY LINES SHALL BE SET AS SHOWN AND SHALL BE COVERED BY THE MAIN ROAD AS SET FORTH IN SECTION 102.00. ALL OTHER UTILITY LINES SHALL BE SET AS SHOWN AND SHALL BE COVERED BY THE MAIN ROAD AS SET FORTH IN SECTION 102.00.

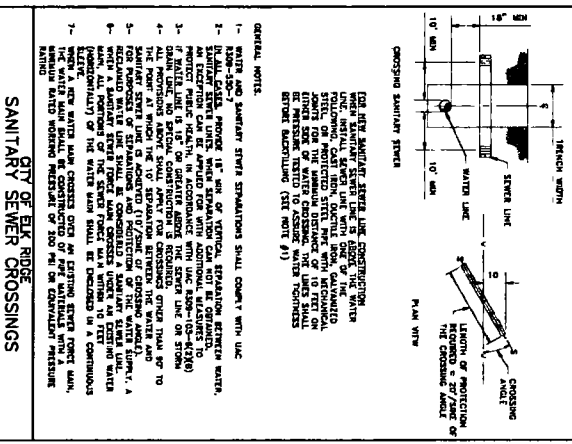
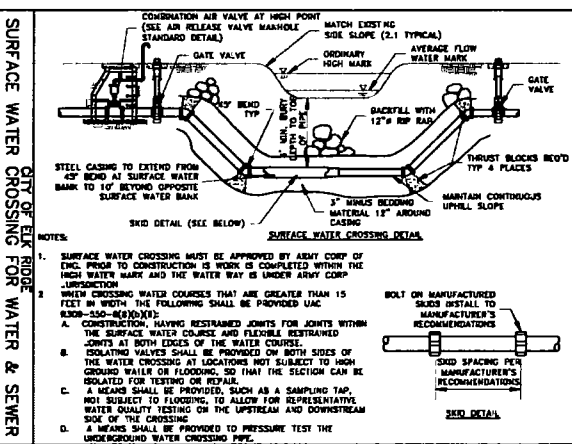
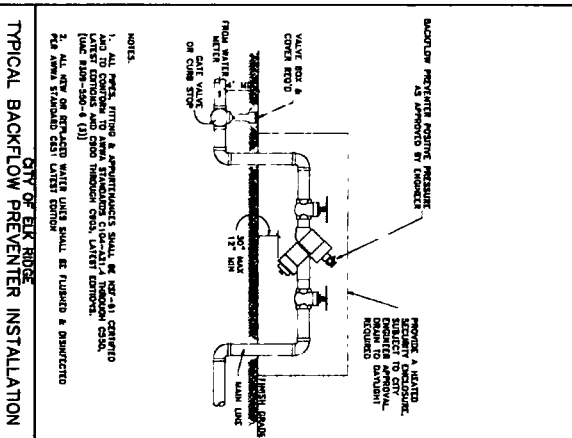
**DETAIL - TYPICAL 50' RIGHT-OF-WAY STREET SECTION**  
-NTS-



1. UNPREPARED BASE COURSE: Profile material provided in APWA Section 0200. Do not use open or stone road. Place per APWA Section 0202. Compact per APWA Section 0202 to a maximum depth of 50 percent of gravel. Maximum 10 inches to 4 inches below compaction.
2. CONCRETE: Class 4000 per APWA Section 0203. Place per APWA Section 0271. Cure per APWA Section 0200.
  - A. If necessary, provide concrete full adhesion design through to sub base 1" min. Use sand, however, as upper cracks develop 1" at temperature exceeds 80 degrees F.
  - B. Unless shown otherwise, provide 1/2 inch radius on concrete edges exposed to public view.
3. FINISH: Finish shall be on longitudinal grades under 6% and rough half beam on longitudinal grades over 6%.
4. DEPTH OF SIDEWALK (T)
  - A. New construction: Nominal 6" in non-vehicular zones, 8" in non-vehicular zones.
  - B. Removal and replacement construction: Match existing.

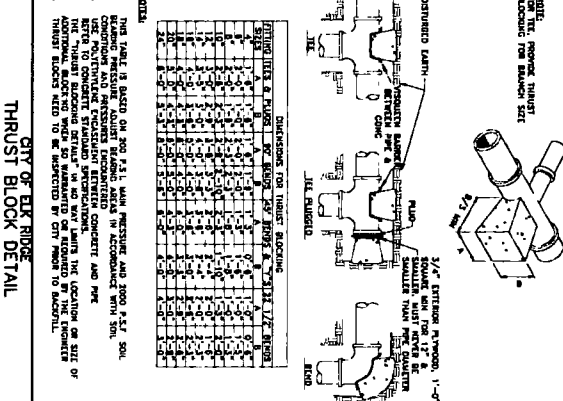
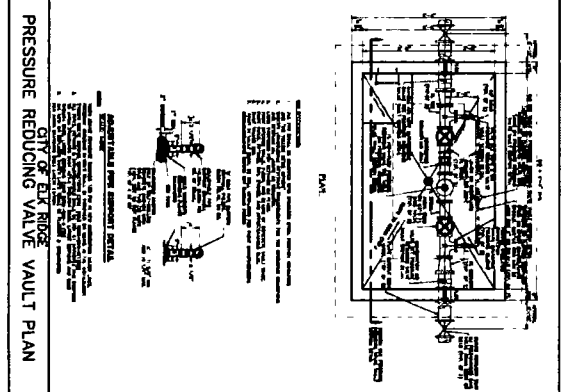
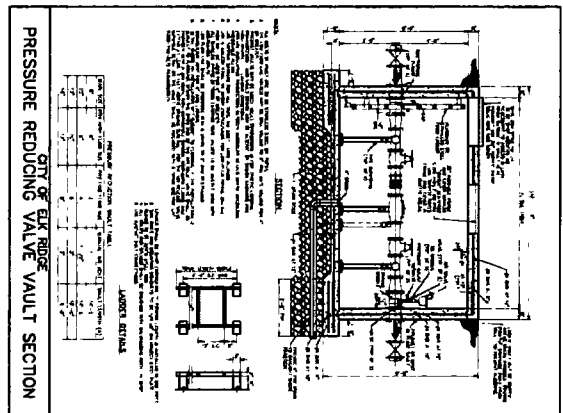


NOTE:  
MAINTAINED GRADE ASPHALT TO BE  
A MIN OF 5% THICK



CITY OF ELK RIDGE  
PRESSURE REDUCING VALVE VAULT SECTION

NOTE:  
1. ALL PIPES, FITTING & APPURTENANCES SHALL BE MET-31, CERTIFIED AND TO CONFORM TO ASMA STANDARD CP-21-1, 1" THROUGH 2", (ASMA 100-100-306-4 (1)).  
2. ALL NEW OR REPLACED WATER LINES SHALL BE FUSED & BURNISHED PER ASMA STANDARD (SEE LATEST EDITION).



**HIGHLANDS PHASE I**

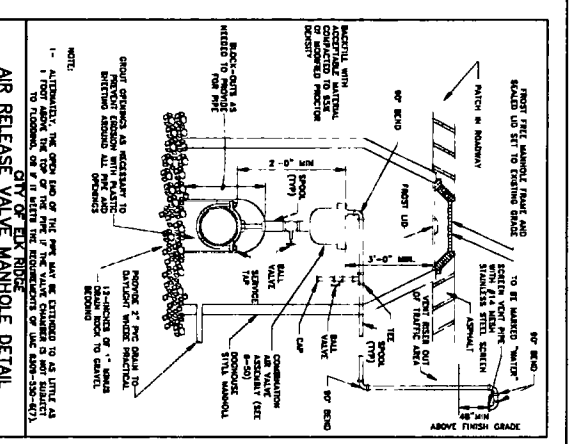
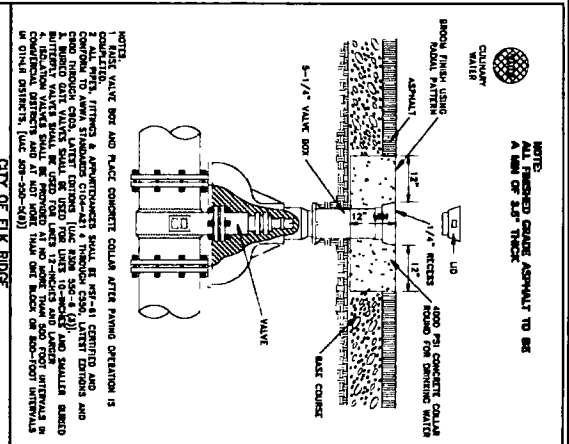
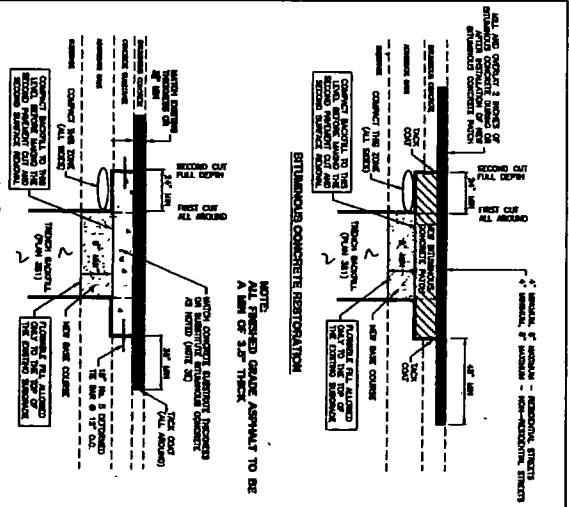
ATLAS ENGINEERING LLC

PHONE: 801-455-0396  
840 E. 800 N. SUITE A  
SPANISH FORK, UT 84680

ELK RIDGE, UT

DETAILS

SHEET NO. DT-02

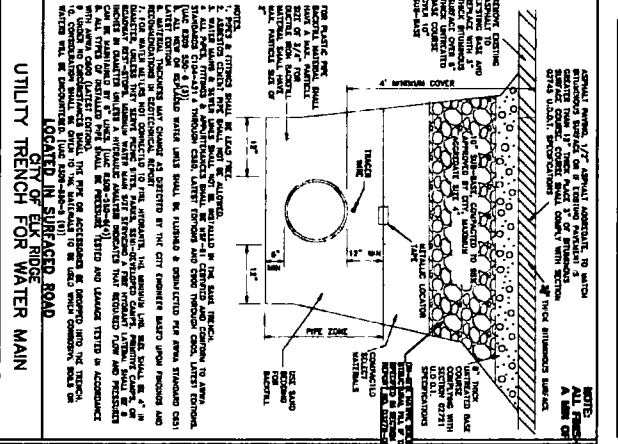
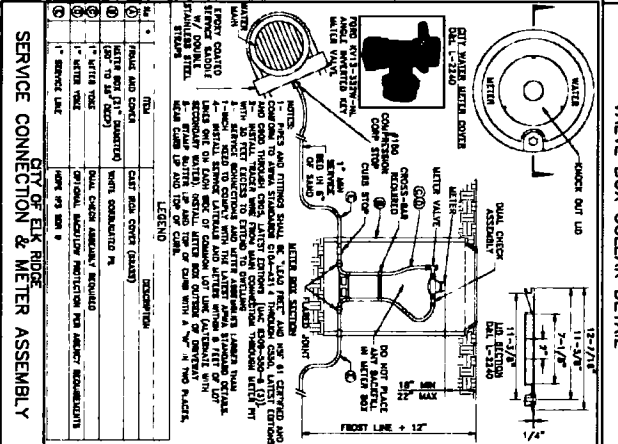


**1. GENERAL**

A. Vertical cuts in hazardous pavement may be done by use of approved ripping, if cuts are made on existing hazardous pavement. If the pavement is to be replaced, the ripper shall be used to rip the hazardous pavement to a depth of 12 inches below the existing surface. The ripper shall be used to rip the hazardous pavement to a depth of 12 inches below the existing surface. The ripper shall be used to rip the hazardous pavement to a depth of 12 inches below the existing surface.

**2. PRODUCTS**

A. Base Course: 4000, APWA Section 22.02.10. Maximum 18 inches below curb and 1/2 inch below existing curb. If curb is to be replaced, the base course shall be placed to a depth of 12 inches below the existing surface. The base course shall be placed to a depth of 12 inches below the existing surface.



**HIGHLANDS PHASE I**

**ATLAS ENGINEERING LLC**

PHONE: 801-655-0566  
 948 E. 900 N. SUITE A  
 SPANISH FORK, UT 84680

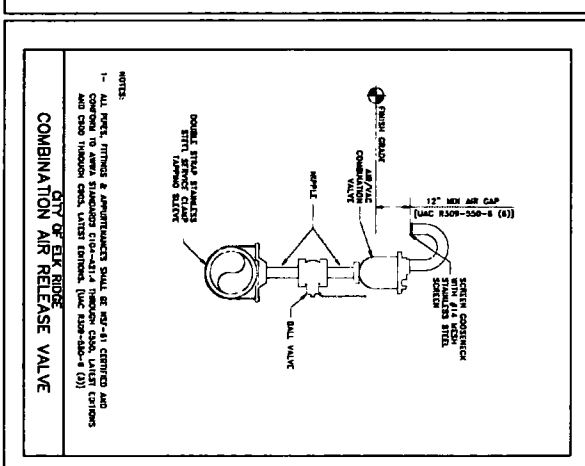
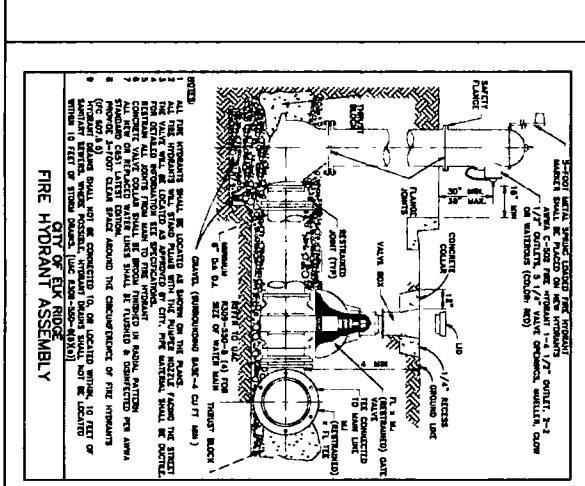
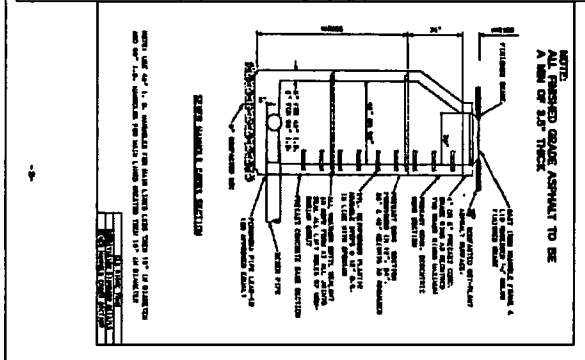
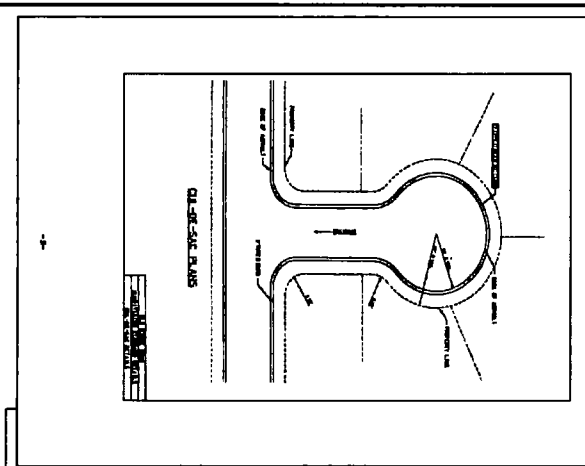
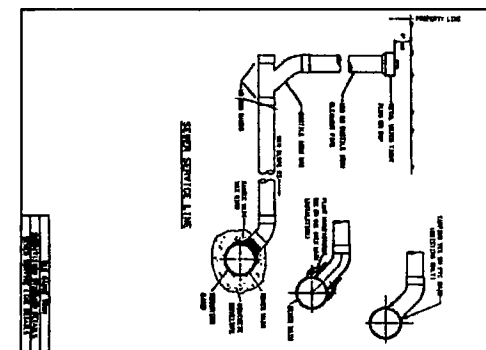
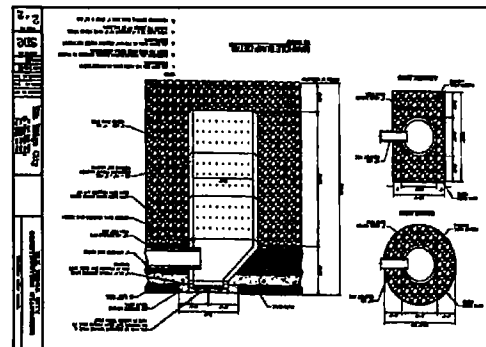
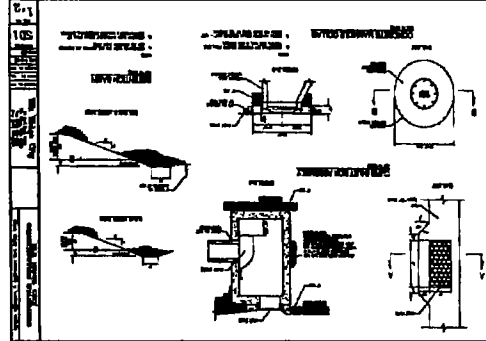
DETAILS

ELK RIDGE, UT

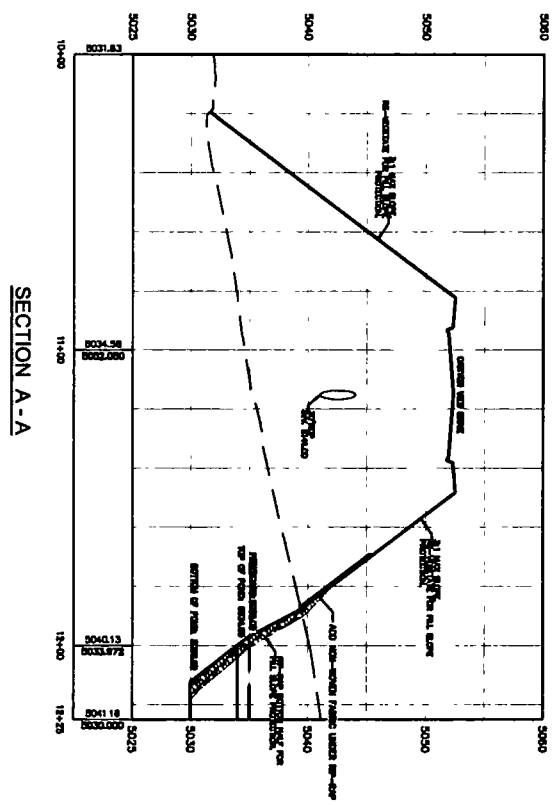
SHEET NO.

DT-03

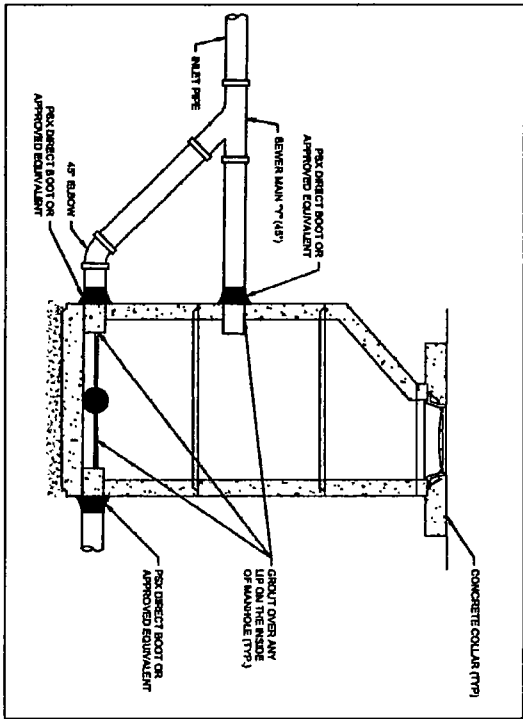
NOTE:  
ALL FINISHED GRADE ASPHALT TO BE  
A MIN OF 3.0" THICK



PROFILE VIEW: FILL AREA - CANYON VIEW - 2+25  
 SCALE: 5  
 DATUM: 5025.00



ENT 53137:2023 PG 39 of 59



**Corner curb cut assembly**

**TABLE OF DIMENSIONS**

FINISHING	MINIMUM	MAXIMUM	CONCRETE
1	2	2	2
2	2	2	2
3	2	2	2
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**FIG. 235.2**

**HIGHLANDS PHASE I**  
**ATLAS ENGINEERING L.L.C.**  
 PHONE: 801-655-0266  
 848 E. 800 N. SUITE A  
 SPANISH FORK, UT 84666

DETAILS  
 ELK RIDGE, UT

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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SHEET NO.  
 DT-05

# EXHIBIT "B"



Accommodation Recording Only  
This document is being recorded solely as a courtesy and an accommodation to the parties named therein. Key Land Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof and makes no representation as to the effect or validity of this document.

ENT 28646:2023 PG 1 of 8  
~~Andrea Allen~~  
~~Utah County Recorder~~  
2023 May 05 01:05 PM FEE 40.00 BY JG  
RECORDED FOR Key Land Title  
ELECTRONICALLY RECORDED

When Recorded Return To:  
Evolve Building & Development \_\_\_\_\_  
79 W 800 N \_\_\_\_\_  
Suite C \_\_\_\_\_  
Springville, UT 84663 \_\_\_\_\_

ENT 53137:2023 PG 41 of 59

Serial Number: 30:074:0014; 30:076:128; 30:076:0127

**UTILITY AND SEWER EASEMENT AGREEMENT**

THIS UTILITY AND SEWER EASEMENT AGREEMENT (this "Agreement") dated this 5<sup>th</sup> day of May, 2023, is by and between BJMKJ Enterprises, Ltd., a Utah limited partnership ("Grantor"), and Highlands at Elk Ridge, LLC, a Utah limited liability company ("Grantee").

**RECITALS**

A. Grantee is the owner in fee simple of certain real property located in Utah County, Utah, as legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Grantee Property") adjacent to the Grantor Property.

B. Grantee desires to construct, operate and maintain certain utilities and a sewer line over and through the Grantor Property in the area legally described and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area"), and Grantor is willing to grant to Grantee such easement rights upon the terms and subject to the conditions contained in this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, for its and their benefit, and for the benefit of its and their respective agents, employees, invitees, contractors, and licensees (collectively, the "Grantee Parties"), a permanent, non-exclusive easement (the "Easement"), together with all rights and privileges as or incidental to Grantee's use and enjoyment of its easement rights on, over, across, through and under the Easement Area for the purpose of accessing, installing, constructing, inspecting, maintaining, repairing, operating and/or replacing utilities, a sewer line, and related facilities and appurtenances benefitting Grantee's property (the "Facilities") for the purpose of delivering utilities and sewer services to the Grantee's property. It is hereby acknowledged that the Easement constitutes a servitude upon the Grantor Property and runs with the Grantor Property.

2. Installation and Maintenance Standards. At its sole cost and expense, Grantee shall install, operate, maintain, repair, replace and remove the Facilities in a good and safe working condition in accordance with the provisions of applicable law. Grantee shall obtain any

necessary permits and comply with all applicable laws. Grantor agrees to reasonably cooperate with the issuance of necessary permits. Grantee shall not be responsible for costs and expenses associated with the permits. Grantee shall promptly repair any damage to and shall restore the Grantor Property to as near its original condition as is reasonably possible.

3. **Indemnity.** Grantee accepts and assumes all risks of, and full responsibility for, Grantee's operations in the Easement Area and on the Grantor Property and agrees to the fullest extent permitted by law, and regardless of any limits of insurance carried by Grantee or its contractors, to unconditionally protect, indemnify, defend and hold harmless Grantor, its affiliates, and each of its respective partners, officers, directors, shareholders, members, managers, agents, employees, representatives and volunteers, from and against any and all liabilities, claims, losses, damages, bodily injury, death, investigations, actions, suits, judgments, demands, costs, and expenses (including but not limited to reasonable attorneys' fees and disbursements), arising out of or resulting from (i) the acts or omissions of Grantee, at any time within or upon the Grantor Property in connection with the use specified herein, (ii) the negligence or willful misconduct of Grantee or of any of its vendors, laborers, materialmen or other suppliers in the use of the Grantor Property, and/or (iii) Grantee's breach of this Agreement.

4. **Reserved Rights of Grantor.** Grantor reserves the right to use and occupy the Easement Area for any purposes that do not unreasonably interfere with the use and enjoyment of the Easement granted by Grantor under this Agreement.

5. **Liens.** Grantee shall promptly pay all costs for work done by it or caused to be done by it pursuant to rights and obligations created by this Agreement. Grantee shall keep the Easement Area free and clear of all construction and preconstruction liens and other liens on account of work done for Grantee or persons claiming under it. Should Grantor receive any Notice of Intent to File a Lien or if any such liens be filed or recorded, or any action affecting the title to the Easement Area be commenced, Grantee shall give Grantor prompt written notice thereof. Grantee shall thereafter promptly cause such liens to be removed of record and/or such action to be dismissed as against the Grantor within ten (10) days after filing of the liens or commencement of the action.

6. **No Public Dedication.** Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easement to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement and the Easement granted hereunder shall be strictly limited to and for the purposes herein expressed. The right of any person to make any use whatsoever of the Easement under this Agreement is subject to the permission and control of the parties hereto. There are no intended third-party beneficiaries to this Agreement.

7. **Amendment.** This Agreement may not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument agreed to, executed and recorded by the parties.

8. Captions. The captions appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.

9. Notices. Except as expressly provided elsewhere in this Agreement, all notices and demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed certified or registered mail (return receipt requested) with postage prepaid, or sent by next day or overnight mail or courier, addressed as follows:

If to Grantor: Highlands at Elk Ridge, LLC  
Attn: Collin Brinkerhoff  
79 West 90 North, Ste. C  
Springville, UT 84663  
Email: [collin@evolveut.com](mailto:collin@evolveut.com)

ENT 53137:2023 PG 43 of 59

If to Grantee: BKMJ Enterprises, Ltd.  
Attn: Jay Christensen  
5344 West Willem Place  
Highland, UT 84003  
Email: \_\_\_\_\_

All such notices, requests, demands and other communications shall be deemed to have been received (i) if delivered personally, on the day delivered, (ii) if mailed registered or certified mail (return receipt requested), three days after date of mailing as indicated by certified or registered mail receipt, and (iii) if sent by next day or overnight mail or courier, on the day delivered. Each party may from time to time change its respective address for purposes of receipt of notice to another commercially serviceable address within the United States by means of a notice to the other party given in the manner provided in this section.

10. Binding Effect. This Agreement shall be binding upon, and shall inure to, the benefit of the parties and their respective successors and assigns.

11. No Third-Party Beneficiaries. This Agreement is made for the sole protection and benefit of the parties and their respective successors and assigns, and no other person or entity shall have any right of action hereon or hereunder.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

13. Governing Law. This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Utah.

14. Attorneys' Fees. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or

Developer

By \_\_\_\_\_  
Joe Wilkins, Longview Meadows LLC

ACKNOWLEDGEMENT

STATE OF UTAH )  
                  : SS  
COUNTY OF UTAH )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_  
\_\_\_\_\_, the signer of the above instrument, who duly acknowledged to me that he/she executed the  
same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_

My Commission Expires:

the interpretation hereof, the prevailing party, whether by judgment or out of court settlement, shall be entitled to recover from the losing party, reasonable expenses, attorneys' fees and costs incurred in connection therewith, for the enforcement of any judgment or award rendered therein.

15. Waiver. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. Severability. If any provision in this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.

17. Injunctive Relief. In the event of a breach, violation or threatened breach or violation of the rights created or granted by this Agreement, the non-breaching party shall, in addition to any and all other remedies available to it, be entitled to enforce the provisions of this Agreement by injunctive relief or otherwise.

18. Non-Merger. The Easement, rights and obligations granted and created by this Agreement are for the mutual benefit and protection of the present and all future owners of the Grantor Property and the Grantee Property; and, if there should at any time be common ownership of all or any of their respective properties, then it is the intention of the parties hereto that there should be no merger of such Easement, rights and benefits and such obligations, restrictions and burdens into the respective fee estate, but rather that such Easement, rights, benefits and such obligations, restrictions and burdens shall be separately preserved for the benefit of all future owners of the respective properties.

19. Entire Agreement. This Agreement embodies the entire understanding and agreement of the parties hereto with respect to the subject matter hereof.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Signatures hereto may be evidenced by email transmission which shall be treated as the original signature of such party.

[Remainder of Page Intentionally Left Blank]

**SIGNATURE PAGE FOR  
UTILITY AND SEWER EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this UTILITY AND SEWER EASEMENT AGREEMENT as of the day and year first above written.

**“GRANTOR”**

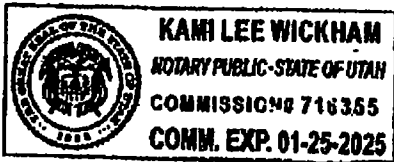
**BJMKJ ENTERPRISES, LTD.,**  
a Utah limited liability partnership

By: [Signature]  
Name: Jay Christensen  
Title: Partner

STATE OF UTAH            )  
                                      :SS  
COUNTY OF UTAH        )

On the 5 day of May, 2023, personally appeared before me, a Notary Public in and for the State of Utah, Jay Dee Christensen the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.

[Signature]  
NOTARY PUBLIC



**SIGNATURE PAGE (CONT.) FOR  
UTILITY AND SEWER EASEMENT AGREEMENT**

**"GRANTEE"**

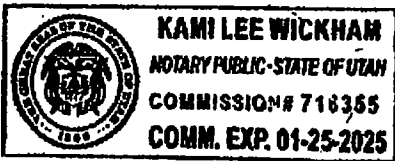
**HIGHLANDS AT ELK RIDGE, LLC,**  
a Utah limited liability company

By: Wesley Zufelt  
Name: Wesley Zufelt  
Title: Manager

STATE OF UTAH            )  
                                      :SS  
COUNTY OF SUMMIT    )

On the 5 day of May, 2023, personally appeared before me, a Notary Public in and for the State of Utah, Wesley Zufelt, the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.

Kami L. Wickham  
NOTARY PUBLIC



**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTEE PROPERTY**

Serial Number: 30:076:0127

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°29'52"W 958.89 FEET; THENCE N00°26'11"E 240.87 FEET; THENCE N66°33'10"E 126.72 FEET; THENCE S88°58'07"E 220.04 FEET; THENCE N85°36'43"E 252.56 FEET; THENCE N33°09'58"E 650.31 FEET; THENCE NORTHEASTERLY 168.03 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 25°08'12"; THE CHORD BEARS N45°44'04"E 166.68 FEET; THENCE N58°18'10"E 36.29 FEET; THENCE NORTHEASTERLY 28.07 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 107°12'45"; THE CHORD BEARS N04°41'47"E 24.15 FEET; THENCE N52°00'15"E 57.03 FEET; THENCE N48°54'35"W 51.69 FEET; THENCE N33°02'53"E 207.91 FEET; THENCE N50°55'29"W 102.38 FEET; THENCE N46°40'01"W 276.55 FEET; THENCE ALONG THE SOUTH BOUNDARY OF PREMIER POINT PHASE 3 SUBDIVISION THE FOLLOWING 3 COURSES TO WIT: (1) S89°53'12"E 493.04 FEET, (2) N29°21'11"W 9.79 FEET, (3) N89°42'27"E 23.12 FEET; THENCE S29°45'31"E 288.74 FEET; THENCE S21°47'03"E 36.39 FEET; THENCE NORTHWESTERLY 56.22 FEET ALONG THE ARC OF A 87.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 37°01'24", THE CHORD BEARS N52°08'34"W 55.24 FEET; THENCE N70°39'16"W 54.20 FEET; THENCE SOUTHWESTERLY 22.25 FEET ALONG THE CURVE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 84°57'56", THE CHORD BEARS S66°51'46"W 20.27 FEET; THENCE SOUTHWESTERLY 91.66 FEET ALONG THE ARC OF A 304.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 17°16'31", THE CHORD BEARS S33°01'04"W 91.31 FEET; THENCE S41°39'19"W 129.91 FEET; THENCE S32°11'05"E 275.84 FEET; THENCE S22°55'01"E 100.00 FEET; THENCE S21°58'54"E 111.04 FEET; THENCE S18°23'12"E 116.95 FEET; THENCE S11°56'07"E 120.68 FEET; THENCE S07°06'02"E 223.44 FEET; THENCE S01°33'49"E 204.90 FEET; THENCE S89°16'25"W 719.01 FEET TO THE POINT OF BEGINNING.



**EXHIBIT B  
LEGAL DESCRIPTION OF EASEMENT AREA**

BEGINNING AT A POINT LOCATED NORTH 00°35'20" WEST ALONG THE SECTION LINE 1002.14 FEET AND EAST 149.34 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 48°54'35" WEST 361.33 FEET; THENCE ALONG THE ARC OF A 222.00-FOOT RADIUS CURVE TO THE LEFT 158.77 FEET (CHORD BEARS N 69°23'55" W 155.41 FEET); THENCE NORTH 89°53'14" WEST 238.83 FEET; THENCE ALONG THE ARC OF A 122.00-FOOT RADIUS CURVE TO THE LEFT 65.98 FEET (CHORD BEARS S 74°37'12" W 65.18 FEET); THENCE SOUTH 59°07'39" WEST 253.41 FEET; THENCE ALONG THE ARC OF A 228-FOOT RADIUS CURVE TO THE RIGHT 122.85 FEET (CHORD BEARS S 74°33'49" W 121.37 FEET); THENCE WEST 36.69 FEET; THENCE NORTH 00°21'31" EAST 56.00 FEET; THENCE EAST 36.34 FEET; THENCE ALONG THE ARC OF A 172.00-FOOT RADIUS CURVE TO THE LEFT 92.68 FEET (CHORD BEARS N 74°33'49" E 91.56 FEET); THENCE NORTH 59°07'39" EAST 253.41 FEET; THENCE ALONG THE ARC OF A 178.00-FOOT RADIUS CURVE TO THE RIGHT 96.26 FEET (CHORD BEARS N 74°37'12" E 95.09 FEET); THENCE SOUTH 89°53'14" EAST 238.83 FEET; THENCE ALONG THE ARC OF A 278.00-FOOT RADIUS CURVE TO THE RIGHT 198.82 FEET (CHORD BEARS S 69°23'55" E 194.61 FEET); THENCE SOUTH 48°54'35" EAST 372.13 FEET; THENCE SOUTH 52°00'15" WEST 57.03 FEET TO THE POINT OF BEGINNING.

# EXHIBIT "C"

When Recorded Return To:

Evolve Building & Development    —  
79 W 900 N                               —  
Suite C                                     —  
Springville, UT 84863               —

Serial Number: 30:074:0014; 30:076:128; 30:076:0127

**UTILITY AND SEWER EASEMENT AGREEMENT**

THIS UTILITY AND SEWER EASEMENT AGREEMENT (this "Agreement") dated this 22 day of May, 2023, is by and between BJMKJ Enterprises, Ltd., a Utah limited partnership ("Grantor"), and Elk Ridge City ("Grantee"). The Highlands at Elk Ridge, LLC ("Highlands"), a Utah limited liability company, is a party to this Agreement and a direct beneficiary thereof.

**RECITALS**

A. Grantor entered into a certain Utility and Sewer Easement Agreement with Highlands, dated May 5, 2023, and recorded on May 5, 2023, in the Office of the Utah County Recorder as Entry No. 28646:2023.

B. Highlands is the owner in fee simple of certain real property located in Utah County, Utah, as legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Highlands Property") adjacent to the Grantor Property.

C. Grantor further desires to grant to Elk Ridge City, as the governing municipality, those rights set forth and contained in this Agreement to permit Elk Ridge City, as Grantee, to construct, operate, and maintain certain utilities and a sewer line over and through the Grantor Property in the area legally described and depicted on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area"), and Grantor is willing to grant to Grantee such easement rights upon the terms and subject to the conditions contained in this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, for its and their benefit, and for the benefit of its and their respective agents, employees, invitees, contractors, and licensees (collectively, the "Grantee Parties"), a permanent, non-exclusive easement (the "Easement"), together with all rights and privileges as or incidental to Grantee's use and enjoyment of its easement rights on, over, across, through and under the Easement Area for the purpose of accessing, installing, constructing, inspecting, maintaining, repairing, operating and/or replacing utilities, a sewer line, and related facilities and appurtenances benefitting the Highlands Property (the "Facilities") for the purpose of delivering utilities and sewer services to

the Highlands Property. It is hereby acknowledged that the Easement constitutes a servitude upon the Grantor Property and runs with the Grantor Property.

2. Installation and Maintenance Standards. At its sole cost and expense, Highlands shall initially install the Facilities in a good and safe working condition in accordance with the provisions of applicable law. Grantee shall be responsible for the ongoing operation, maintenance, repair, replacement and removal of the Facilities. Highlands, and, where necessary, Grantee, shall obtain any necessary permits and comply with all applicable laws. Grantor agrees to reasonably cooperate with the issuance of necessary permits. Grantor shall not be responsible for costs and expenses associated with the permits. Grantee shall promptly repair any damage to and shall restore the Grantor Property to as near its original condition as is reasonably possible.

3. Indemnity. As to the actions of Grantee and its agents, representatives, employees, and contractors, Grantee accepts and assumes all risks of, and full responsibility for, Grantee's operations in the Easement Area and on the Grantor Property and agrees to the fullest extent permitted by law, and regardless of any limits of insurance carried by Grantee or its contractors, to unconditionally protect, indemnify, defend and hold harmless Grantor, its affiliates, and each of its respective partners, officers, directors, shareholders, members, managers, agents, employees, representatives and volunteers, from and against any and all liabilities, claims, losses, damages, bodily injury, death, investigations, actions, suits, judgments, demands, costs, and expenses (including but not limited to reasonable attorneys' fees and disbursements), arising out of or resulting from (i) the acts or omissions of Grantee, at any time within or upon the Grantor Property in connection with the use specified herein, (ii) the negligence or willful misconduct of Grantee or of any of its agents, representatives, employees, and contractors in the use of the Grantor Property, and/or (iii) Grantee's breach of this Agreement.

4. Reserved Rights of Grantor. Grantor reserves the right to use and occupy the Easement Area for any purposes that do not unreasonably interfere with the use and enjoyment of the Easement granted by Grantor under this Agreement.

5. Liens. Grantee shall promptly pay all costs for work done by it or caused to be done by it pursuant to rights and obligations created by this Agreement. Grantee shall keep the Easement Area free and clear of all construction and preconstruction liens and other liens on account of work done for Grantee or persons claiming under it. Should Grantor receive any Notice of Intent to File a Lien or if any such liens be filed or recorded, or any action affecting the title to the Easement Area be commenced, Grantee shall give Grantor prompt written notice thereof. Grantee shall thereafter promptly cause such liens to be removed of record and/or such action to be dismissed as against the Grantor within ten (10) days after filing of the liens or commencement of the action.

6. No Public Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Easement to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement and the Easement granted hereunder shall be strictly limited to and for the purposes herein expressed. The right of any person to make any use whatsoever of the Easement under this

Agreement is subject to the permission and control of the parties hereto. There are no intended third-party beneficiaries to this Agreement.

7. Amendment. This Agreement may not be amended, modified, revoked, supplemented, waived or otherwise changed except by a written instrument agreed to, executed and recorded by the parties.

8. Captions. The captions appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of its provisions.

9. Notices. Except as expressly provided elsewhere in this Agreement, all notices and demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed certified or registered mail (return receipt requested) with postage prepaid, or sent by next day or overnight mail or courier, addressed as follows:

If to Grantor:                   BKMKJ Enterprises, Ltd.  
  Attn: Jay Christensen  
  5344 West Willem Place  
  Highland, UT 84003  
  Email: [collin@evolveut.com](mailto:collin@evolveut.com)

If to Grantee:                   Elk Ridge City  
  80 E. Park Drive  
  Elk Ridge, UT 84651  
  Email: \_\_\_\_\_

All such notices, requests, demands and other communications shall be deemed to have been received (i) if delivered personally, on the day delivered, (ii) if mailed registered or certified mail (return receipt requested), three days after date of mailing as indicated by certified or registered mail receipt, and (iii) if sent by next day or overnight mail or courier, on the day delivered. Each party may from time to time change its respective address for purposes of receipt of notice to another commercially serviceable address within the United States by means of a notice to the other party given in the manner provided in this section.

10. Binding Effect. This Agreement shall be binding upon, and shall inure to, the benefit of the parties and their respective successors and assigns.

11. No Third-Party Beneficiaries. This Agreement is made for the sole protection and benefit of the parties and their respective successors and assigns, and no other person or entity shall have any right of action hereon or hereunder.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

13. **Governing Law.** This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Utah.

14. **Attorneys' Fees.** In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, or the breach hereof, or the interpretation hereof, the prevailing party, whether by judgment or out of court settlement, shall be entitled to recover from the losing party, reasonable expenses, attorneys' fees and costs incurred in connection therewith, for the enforcement of any judgment or award rendered therein.

15. **Waiver.** Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. **Severability.** If any provision in this Agreement shall be held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired thereby.

17. **Injunctive Relief.** In the event of a breach, violation or threatened breach or violation of the rights created or granted by this Agreement, the non-breaching party shall, in addition to any and all other remedies available to it, be entitled to enforce the provisions of this Agreement by injunctive relief or otherwise.

18. **Non-Merger.** The Easement, rights and obligations granted and created by this Agreement are for the mutual benefit and protection of the present and all future owners of the Grantor Property and the Highlands Property; and, if there should at any time be common ownership of all or any of their respective properties, then it is the intention of the parties hereto that there should be no merger of such Easement, rights and benefits and such obligations, restrictions and burdens into the respective fee estate, but rather that such Easement, rights, benefits and such obligations, restrictions and burdens shall be separately preserved for the benefit of all future owners of the respective properties.

19. **Entire Agreement.** This Agreement embodies the entire understanding and agreement of the parties hereto with respect to the subject matter hereof.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Signatures hereto may be evidenced by email transmission which shall be treated as the original signature of such party.


[Remainder of Page Intentionally Left Blank]

**SIGNATURE PAGE FOR  
UTILITY AND SEWER EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this UTILITY AND SEWER EASEMENT AGREEMENT as of the day and year first above written.

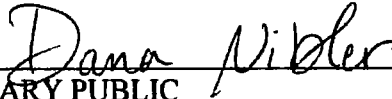
**“GRANTOR”**

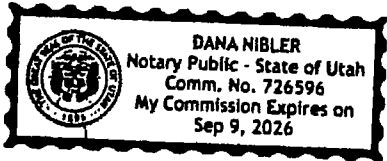
**BJMKJ ENTERPRISES, LTD.,**  
a Utah limited liability partnership

By:   
Name: Dana Christman  
Title: Member

STATE OF UTAH Utah  
                          :SS  
COUNTY OF UTAH Utah

On the 19 day of May, 2023, personally appeared before me, a Notary Public in and for the State of Utah, \_\_\_\_\_, the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.

  
NOTARY PUBLIC



**SIGNATURE PAGE (CONT.) FOR  
UTILITY AND SEWER EASEMENT AGREEMENT**

**"GRANTEE"**

**ELK RIDGE CITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH            )  
                                      :ss  
COUNTY OF UTAH        )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me, a Notary Public in and for the State of Utah, \_\_\_\_\_, the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.

\_\_\_\_\_  
NOTARY PUBLIC



**SIGNATURE PAGE (CONT.) FOR  
UTILITY AND SEWER EASEMENT AGREEMENT**

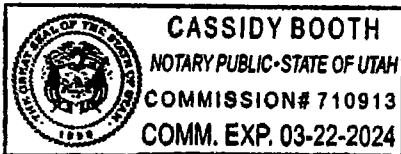
**HIGHLANDS AT ELK RIDGE, LLC**

By: Wesley Zufelt  
Name: Wesley Zufelt  
Title: Manager

STATE OF UTAH            )  
                                      :SS  
COUNTY OF UTAH        )

On the 22 day of MAY, 2023, personally appeared before me, a Notary Public in and for the State of Utah, Wesley Zufelt, the signer of the above instrument, who duly acknowledged to me that she/he executed the same and that she/he was duly authorized to do the same.

Cassidy Booth  
NOTARY PUBLIC



**EXHIBIT A**  
**LEGAL DESCRIPTION OF HIGHLANDS PROPERTY**

Serial Number: 30:076:0127

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°29'52"W 958.89 FEET; THENCE N00°26'11"E 240.87 FEET; THENCE N66°33'10"E 126.72 FEET; THENCE S88°58'07"E 220.04 FEET; THENCE N85°36'43"E 252.56 FEET; THENCE N33°09'58"E 650.31 FEET; THENCE NORTHEASTERLY 168.03 FEET ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 25°08'12"; THE CHORD BEARS N45°44'04"E 166.68 FEET; THENCE N58°18'10"E 36.29 FEET; THENCE NORTHEASTERLY 28.07 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 107°12'45"; THE CHORD BEARS N04°41'47"E 24.15 FEET; THENCE N52°00'15"E 57.03 FEET; THENCE N48°54'35"W 51.69 FEET; THENCE N33°02'53"E 207.91 FEET; THENCE N50°55'29"W 102.38 FEET; THENCE N46°40'01"W 276.55 FEET; THENCE ALONG THE SOUTH BOUNDARY OF PREMIER POINT PHASE 3 SUBDIVISION THE FOLLOWING 3 COURSES TO WIT: (1) S89°53'12"E 493.04 FEET, (2) N29°21'11"W 9.79 FEET, (3) N89°42'27"E 23.12 FEET; THENCE S29°45'31"E 288.74 FEET; THENCE S21°47'03"E 36.39 FEET; THENCE NORTHWESTERLY 56.22 FEET ALONG THE ARC OF A 87.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 37°01'24", THE CHORD BEARS N52°08'34"W 55.24 FEET; THENCE N70°39'16"W 54.20 FEET; THENCE SOUTHWESTERLY 22.25 FEET ALONG THE CURVE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE 84°57'56", THE CHORD BEARS S66°51'46"W 20.27 FEET; THENCE SOUTHWESTERLY 91.66 FEET ALONG THE ARC OF A 304.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE 17°16'31", THE CHORD BEARS S33°01'04"W 91.31 FEET; THENCE S41°39'19"W 129.91 FEET; THENCE S32°11'05"E 275.84 FEET; THENCE S22°55'01"E 100.00 FEET; THENCE S21°58'54"E 111.04 FEET; THENCE S18°23'12"E 116.95 FEET; THENCE S11°56'07"E 120.68 FEET; THENCE S07°06'02"E 223.44 FEET; THENCE S01°33'49"E 204.90 FEET; THENCE S89°16'25"W 719.01 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

BEGINNING AT A POINT LOCATED NORTH 00°35'20" WEST ALONG THE SECTION LINE 1002.14 FEET AND EAST 149.34 FEET FROM THE EAST QUARTER CORNER OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 48°54'35" WEST 361.33 FEET; THENCE ALONG THE ARC OF A 222.00-FOOT RADIUS CURVE TO THE LEFT 158.77 FEET (CHORD BEARS N 69°23'55" W 155.41 FEET); THENCE NORTH 89°53'14" WEST 238.83 FEET; THENCE ALONG THE ARC OF A 122.00-FOOT RADIUS CURVE TO THE LEFT 65.98 FEET (CHORD BEARS S 74°37'12" W 65.18 FEET); THENCE SOUTH 59°07'39" WEST 253.41 FEET; THENCE ALONG THE ARC OF A 228-FOOT RADIUS CURVE TO THE RIGHT 122.85 FEET (CHORD BEARS S 74°33'49" W 121.37 FEET); THENCE WEST 36.69 FEET; THENCE NORTH 00°21'31" EAST 56.00 FEET; THENCE EAST 36.34 FEET; THENCE ALONG THE ARC OF A 172.00-FOOT RADIUS CURVE TO THE LEFT 92.68 FEET (CHORD BEARS N 74°33'49" E 91.56 FEET); THENCE NORTH 59°07'39" EAST 253.41 FEET; THENCE ALONG THE ARC OF A 178.00-FOOT RADIUS CURVE TO THE RIGHT 96.26 FEET (CHORD BEARS N 74°37'12" E 95.09 FEET); THENCE SOUTH 89°53'14" EAST 238.83 FEET; THENCE ALONG THE ARC OF A 278.00-FOOT RADIUS CURVE TO THE RIGHT 198.82 FEET (CHORD BEARS S 69°23'55" E 194.61 FEET); THENCE SOUTH 48°54'35" EAST 372.13 FEET; THENCE SOUTH 52°00'15" WEST 57.03 FEET TO THE POINT OF BEGINNING.