GENERAL NOTES:

1. All of the property included in this plat is subject to the Declaration of Covenants, Conditions and Restrictions for Promontory and any amendments thereto ("Declaration") recorded in the office of the Summit County Recorder in Coalville, Utah. Pursuant to the Declaration, all owners of lots within Promontory are members of the Promontory Conservancy, an association of Promontory property owners (the "Association"). The use of any Promontory lot is governed by the terms of the Declaration. Each lot is subject to all easements set forth in these plat notes and in the Declaration.

2. No improvements or landscaping may be made to any lot without the review and approval of the Declarant or, if delegated by Declarant, the Architectural Review Committee of Promontory in accordance with the Declaration and the Promontory Design Guidelines ("Design Guidelines") and any Supplemental Design Guidelines which may be promulgated there under from time to time, which Design Guidelines and Supplemental Design Guidelines incorporate or include lighting, landscaping, grading, signage, and other guidelines. The Design Guidelines require the establishing of strict limits of disturbance for any construction activity. Certain lots in visually sensitive areas may be subject to Supplemental Design Guidelines for Sensitive Areas ("Supplemental Design Guidelines") as provided in the "Development Agreement" (defined in note 10 below). The Declarant or Architectural Review Committee, whichever has design review authority, is referred to as the "Design Reviewer."

3. The maximum height limit of any residence proposed for construction in PINNACLE is 32' from existing grade. However, any residence that breaks the natural ridgeline when viewed from identified locations on US Highway 40, Interstate 80, Highway 248 or the Brown's Canyon Road shall be limited to a maximum height of 28' from existing grade. The County or the Design Reviewer may require special studies to assure that any proposed structure either does not break the ridgeline or does not exceed the 28' height. It is the sole responsibility of each lot owner to ensure that a residence on the owner's lot is in compliance with this

4. Section 11-2-4(f) of the Eastern Summit County Development Code prohibits development on natural grade slopes in excess of thirty percent (30%). All disturbance shall be contained within the designated building envelopes," with the exception of County approved driveways and utility corridors. Site disturbance within "building envelopes" is prohibited on natural grade slopes in excess of thirty percent (30%). Certain lots within PINNACLE subdivision include natural grade slopes in excess of thirty percent (30%) within the identified "building envelopes" according to flown topography available to the developer. The owner of each lot shall be required to demonstrate to the design reviewer and to Summit County that no site disturbance will occur on slopes exceeding 30% anywhere on the lot including within the building disturbance area.

5. Owners of Promontory lots will have no ownership or membership interest in the Promontory Club or any Golf Course shown on the Plat or other Golf Courses or recreational facilities of the Promontory Club within Promontory solely by virtue of the ownership of one or more Promontory lots. Further, lot owners shall have no rights, expectations, or guarantees with respect to the physical condition, layout or use of any Golf Course, or any right to use, occupy or exercise any degree of control over any portion of any Golf Course or any improvements thereto, by virtue of their ownership of one or more Promontory lots or their membership in the Association. At the direction of the Declarant or the Promontory Club, any Golf Course may be used for golf tournaments attended by the general public without any prior notice to or consent of lot owners. Declarant hereby reserves over, along, and through each lot a perpetual, non-exclusive easement permitting the operation and maintenance of a golf course, including the entry of golf balls, golf clubs, golf carts, gol cart paths and irrigation systems and parts thereof, as provided more fully in the Declaration. The portions of lots not covered by residential improvements and outside of the building envelope may be entered into by the operator of the adjacent Golf Course for maintenance purposes and may be subject to irrigation over-spray from the Golf Course. Under no circumstances shall any of the following persons be held liable for any damages or injury resulting from errant golf balls, golf clubs, or parts thereof, or the exercise of this easement: Declarant; the Association or its officers or members (in their capacity as such); The Promontory Club or its officers, owners or members (in their capacity as such); any other owner of any golf course, its successors, successors—in—title of the golf course or assigns; builders (in their capacity as such); or any officer, director, or partner of any of the foregoing, or any officer or director of any partner.

6. Development on each lot will be limited to specific building disturbance areas, or a "building envelope" designated by the Declarant, in the exercise of the Declarant's (and if applicable Architectural Review Committee's) sole discretion, provided such building envelope shall incorporate all applicable building setbacks under the Development Agreement (defined in note 10 below) and shall comply with any additional setback requirements provided for in this final plat. Modification of the building envelope shall require a plat amendment. Building envelopes shall not extend into those portions of lots which are subject to recorded conservation easements. The maximum height of any structure is established by the Plat, Design Guidelines, or the Supplemental Design Guidelines as applicable. Maximum building heights are measured vertically from existing natural grade. Owners of lots shall have no rights, expectations or quarantees with respect to the final location of a building site on any lot, the particular view from any lot, the location, scale, or height or other design features, or any improvements that may be approved for construction on any lot.

7. In addition to the limitations on building size and design restrictions, the Design Guidelines and any applicable Supplemental Design Guidelines may contain specific limitations regarding the amount and nature of landscaping and irrigation that may be permitted or required on each lot. All landscape plans and any modifications thereto must be approved by the Design Reviewer.

8. In accordance with Summit County ordinances, building permits issued by Summit County will be required for all development activity on a lot and it is unlawful to occupy a building located within Promontory without first having obtained a certificate of occupancy issued by the Building Inspector.

9. Promontory is served by or included within the boundaries of Mountain Regional Water Special Service District (MRWSSD), Park City Fire Service District (PCFSD), Snyderville Basin Water Reclamation District (SBWRD), and the Snyderville Basin Special Recreation District (SBSRD). All lots are subject to assessments and fees of all the foregoing districts.

10. Promontory is governed by the terms of a Development Agreement for the Promontory Specially Planned Area, dated January 16, 2001, between Summit County and the Promontory Developer, as amended by the First Amendment to the Development Agreement for the Promontory Specially Planned Area dated December 31st, 2004, the Second Amendment to the Development Agreement for the Promontory Specially Planned Area dated November 26, 2007, that additional Second Amendment to the Development Agreement for the Promontory Specially Planned Area dated February 25, 2015, the Third Amendment to the Development Agreement for the Promontory Specially Planned Area dated May 24th, 2016, and the Fourth Amendment to the Development Agreement for the Promontory Specially Planned Area dated June 21, 2017 (as so amended, the "Development Agreement"). The Development Agreement governs uses and imposes regulations applicable within Promontory.

11. Declarant has designated all of the Lots within this Plat as "incentive density" lots as that term is defined in the Development Agreement. The incentive density lots within PINNACLÉ at Promontory are indicated on the applicable Plat as such by the symbol "ID." The minimum building floor area of a home on an incentive density lot within this Plat is 4,000 net livable square feet, and the maximum is 8,000 net livable square feet. The definition of net livable area is stated in the Declaration and in the Design Guidelines, as amended, for Promontory. Owners of a home on an Incentive Density lot who wish to be permanent occupants and qualify the home for taxation as a permanent residence must file a permanent residency affidavit with Summit County and pay the applicable County Impact Fee.

12. None of the lots within this plat are Resort Units, which are defined as units which are tightly clustered and either single family attached, detached, zero lot line or condominium setup on lots that are equal to or less than one half acre and are indicated as such on Promontory plats by the symbol "R."

13. The Development Agreement requires that a purchaser of a residential lot shall pay \$3,000 to Summit County (subject to price level adjustment) at the time of lot purchase for an agricultural preservation contribution. Those contributions may be held by Summit County in trust and used to acquire title to or conserve easements on agricultural properties in Summit County or otherwise to preserve or enhance agricultural operations in Summit County.

14. The Development Agreement requires that a purchaser of a residential lot shall pay \$500 to Summit County (subject to price level adjustment) at the time of building permit for an affordable housing program contribution. Those contributions may be held by Summit County in trust and used to provide affordable housing outside of the boundaries of Promontory.

15. All roads within Promontory are private and will be maintained by the Association subject to the terms of Recordation. Private driveways serving individual residences and the landscaping on each lot shall be the maintenance responsibility of the lot owner. Guardhouses, gates, landscaping, signage and other similar facilities may be constructed within the road rights of way or adjoining Common Area parcels. Private driveways and other improvements serving more than one lot shall be the shared maintenance responsibility of the owners of the lots served thereby, provided the Association may, in its sole discretion, undertake the maintenance of such shared facilities and establish special assessments applicable to the benefited lots to cover the costs of such maintenance. At the time of any resurfacing of roads within Promontory, the Association shall be responsible to adjust wastewater manholes to grade, according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required. Common area tracts within PINNACLE plats are not to be construed to be dedicated for the use of the general public but are declared limited common areas for the use and enjoyment of the owners and occupants of lots within PINNACLE at Promontory, including all phases.

16. Although Promontory is a private community, Declarant has retained the right to grant easements for public trails in certain locations within Promontory. In addition, the Development Agreement contemplates that the Association will contribute \$200,000 toward certain trail connections across Interstate 80 and Highway 248 upon the occurrence of certain preconditions. These contributions will be covered by Association

17. Construction activity will be required to comply with a construction mitigation plan approved by Summit

18. The grading of lots will be limited by the Design Guidelines and Supplemental Design Guidelines. Home plans must utilize existing grade to the greatest extent possible in conformance with the Design Guidelines.

19. Promontory or MRWSSD may implement a secondary water system for irrigation purposes. Promontory may utilize treated sewage effluent in watering golf courses and other areas using irrigation water in compliance with Utah regulatory standards. Declarant hereby reserves over each lot for the benefit of the Declarant, the Association and the Promontory Club an easement for irrigation, drainage, stream flow, water over—spray (which may include raw water and/or treated effluent) across any portion of any lot from the irrigation system serving the golf course(s) or other landscaping at Promontory. Under no circumstances shall Declarant, the Association, MRWSSD or the owner of the golf course(s) be held liable for any damages or injury resulting from such irrigation, drainage or over—spray or the exercise of this easement.

DOMINION ENERGY

THE DOMINION ENERGY WHICH HAS COMMITTED TO

AUTHORIZED AGENT OF DOMINION ENERGY

PROVIDING SERVICE TO THE LOTS INCLUDED ON THIS

CORNERPOIN

ACCEPTED THIS 17 DAY OF OF , 2019 BY PROFESSIONAL LAND SURVEYS INC 2075 So. Sir Monte Drive, St. George, UT 84770 Cell (435) 619-5528 mike.cpsurveying@gmail.com

GENERAL NOTES (CONTINUED):

mortgage holders.

20. Promontory contains extensive areas of open space. Open space areas designated on the plat shall be preserved in open space condition in accordance with the requirements of the Development Agreement, Design Guidelines and Declaration

21. Principal resident, guest, and construction vehicle access shall be maintained through Tollgate Canyon (via Interstate 80) and the western community entrance (via U.S. Highway 40) rather than through Brown's

22. The Association has the obligation to fence out and to avoid interference with adjacent ranching and agricultural operations. Neither developer nor adjacent agricultural operators shall be liable for any injury caused by the failure to contain adjacent agricultural operations.

23. All lots on this plat are subject to a 10 foot wide public and private non-exclusive utility and drainage easement along all lot lines. Declarant retains the right to grant additional utility easements within Promontory. In addition to the easements described in notes 19, 29, 31, 36, and 37, Declarant may grant easements for utilities whether or not the easements are intended to serve Promontory. All road right of way and open spaces shown on this plat are subject to Declarant's right to grant easements for access and

24. Due to the possible existence in Promontory of subsurface conditions affecting construction, a soils engineer should be consulted for building footing and foundation designs.

25. SBWRD shall be required to maintain the collector and pressure mains but shall not be required to maintain any private pressure lines or ejector pumps located on individual lots, which lines and pumps are the responsibility of the individual. Several areas of Promontory are likely to require lift stations or sections of low pressure system lines that utilize a series of grinder pumps. These lift stations shall be the sole financial responsibility of the Association. The Association shall be required to pay SBWRD's ongoing cost of maintaining each such facility, as provided in the SBWRD annexation agreement. Certain of the lots in this plat are expected to require installation of an ejector pump for connection of a home on that lot to the sewer system. Such lots are indicated by the notation "LP" on the plat.

26. Owners constructing driveways over drainage swales shall be required to install a concrete culvert in accordance with the requirements of Summit County.

27. All homes and landscaping are required to comply with water conservation measures established by the Association, which may include low-flow toilets, drip irrigation systems, the use of drought tolerant plant materials, limited or prohibited lawns, and other requirements, as established from time to time.

28. Ranch Club Trail. Promontory Ranch Road. Painted Valley Pass. Nicklaus Valley Road. and Nicklaus Club Drive generally describe the proposed location of roads intended to provide a legal right of access to and from the platted lots and publicly dedicated streets. The legal descriptions of these Roads may be modified by a subsequently recorded plat or instrument reflecting approval of the County and providing an alternative or modified road location. Any such plat or instrument shall not be deemed an amendment to this plat and shall not require the application for a plat amendment process or the consent of existing lot owners or

29. The Declaration contains additional easements for drainage, natural drainage ways, trails, utilities and other matters which may affect portions of lots outside of the portion of the lot covered by residential improvements. These easements are in addition to easements graphically described on the plat. Declarant also reserves permanent easements across the portions of lots along roadways and outside of the reserved road corridor for the finishing of cut and fill slopes required to complete the roads in accordance with the plans and specifications approved by Summit County. Access to lots on the plat may be affected by cut and fill slopes required by the road. In certain instances, special engineering and construction techniques may be required for driveways across such cut and fill slopes. The legal descriptions of these EASEMENTS may be modified by subsequently recorded plat or instrument reflecting approval of the County and providing an alternative or modified easement location. Any such plat or instrument shall not be deemed to be an amendment to this plat and shall not require the application of a plat amendment process or the consent of existing lot owners or mortgage holders.

30. Residential Building Permits, including footing and foundation permits, will not be issued until developer complies with the requirements of 4.6.1 of the Development Agreement for the Promontory Specially Planned Area, dated January 16, 2001, regarding infrastructure construction or bonding for the same.

31. The following listed service providers are given a non-exclusive utility easement across the 10 foot private utility and drainage easements (as described in note 23), the roads shown on the plat, Ranch Club Trail, Promontory Ranch Road, Painted Valley Pass, Nicklaus Valley Road, and Nicklaus Club Drive (as described in note 28) and such other corridors as may be specified on the Plat or by separate recorded easement signed by the Declarant: PACIFICORP; AllWest Telecommunications; Dominion Energy, SBWRD; and

32. Roofing materials, with the exception of plant materials on living roofs, must be non-combustible and approved by the PCFSD and the Design Reviewer. No wood shake roofing material will be permitted.

33. An all-weather fire department access road is required to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. The all-weather fire department access road is to be maintained at all times during construction. In the event that the all-weather fire department access is not maintained, PCFSD reserves the right to stop work until required roads are placed back in service.

34. Water supplies required for fire protection are to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. In the event that the fire protection water supply is not maintained. PCFSD reserves the right to stop work until the required water supply for fire protection is placed back in service. Water supplies for fire protection must be clearly identified in a manner to prevent obstruction by parking and/or other obstructions. Each water supply for fire protection must be marked with an approved flag to identify its location during winter conditions. (UFC 901.2 and 901 4.3)

35. All dwelling, guest houses and out buildings over 750 square feet must be constructed with a Fire Sprinkler system installed as required and approved by the PCFSD. In some instances, PCFSD may require building exteriors to be Fire Sprinkled depending on the fire hazard rating, type of existing vegetation, fuel break clearing limits, slope degree and orientation or types of building materials being used.

36. Utilities shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE. Rocky Mountain Power approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights obligations or liabilities provided by Law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication and the notes and does not constitute a quarantee of particular terms of electric utility service.

37. Any Common Driveway Easements as shown on this Plat are for the purposes of providing ingress and egress to the owners of the lots served by such Common Driveway Easements (and their respective tenants, quests and invitees), on a non-exclusive basis. Parking on such Common Driveway Easements is prohibited at all times. No use may be made of any such Common Driveway Easement that would preclude or unreasonably restrict access to any lots served by such Common Driveway Easements. Following initial construction, the Association shall be responsible for upkeep, maintenance and repair of the Common Driveway Easement areas, the cost of which shall be assessed by the Association to all owners of the lots in this subdivision as a parcel assessment, in accordance with the terms of the Declaration. At the time of any resurfacing of the driveways, the Association shall be responsible to raise manholes to grade, according to SBWRD specifications.

38. Limited Common Area. Parcel A, Tract 1 and Tract 2, entrance and exit gate areas, and open space areas shown on PINNACLE at Promontory plats constitute 'Limited Common Area," as that term defined in the Declaration and any Supplemental Declaration applicable to PINNACLE at Promontory subdivision including all phases. Limited Common Areas shown on this plat are reserved for the exclusive use or primary benefit of Owners and occupants within PINNACLE at Promontory, including all phases.

39. An amenity building and related structures may be built on Parcel A shown on Phase 1 of PINNACLE at Promontory Plat, which may consist of open space, landscaping, trails, a building, pool, and parkina. The entirety of Parcel A, including all constructed amenities, shall be Limited Common Area for the exclusive use or primary benefit of Owners and occupants within PINNACLE Subdivision, including all phases. The amenity building shall meet the height requirements identified in Note "3", meet slope standards in Note "4", shall be a maximum of 7,000 gross square feet gross floor area, and shall be accessed from Pinnacle Sky Loop.

40. The combination of two adjacent lots into a single lot may be permitted in certain areas as determined by the Declarant or Design Reviewer, in the exercise of the Declarant's or Design Reviewer's sole discretion. If an owner purchases two adjacent and contiguous lots, and the proposed house location straddles a lot line or extends beyond the boundaries of the Design Reviewer's predetermined building envelope on either lot, it will be necessary to have the revised building envelope approved by the Design Reviewer in connection with the approval of a specific house plan (in the exercise of its sole discretion). Further, the combination of lots

GENERAL NOTES (CONTINUED):

Underground Utility Facilities, or

d) any other provision of law.

40. (continued) or modification of the building envelope will require the approval of Summit County for a lot line adjustment or an amendment to the Plat. Request for such approval may not be submitted to Summit County without prior written approval of the Design Reviewer. If two lots are combined for purposes of building a single home on the two, notwithstanding any lot line adjustment or plat amendment combining the two, the combined homesite will still be responsible for payment of two lot assessments and two village assessments to the Promontory Conservancy, just as though it remained two separate lots.

41. Pursuant to Utah code ann. $\S 54-3-27$, this plat conveys to the owner(s) or operators of utility facilities the 10' wide non-exclusive underground utility easement ("P.U.E"), along with all the rights and duties described therein.

42. Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set in the owners dedication and the notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's Right-of-Way Department at 1-800-366-8532.

43. Pursuant to Utah Code Ann. § 17-27a-603(4)(c)(ii), Rocky Mountain Power accepts delivery of the PUE Pursuant to Utah Code Ann. § 17-27a-603(4)(c)(ii), Rocky Mountain Power accepts delivery of the PUE and approves this Plat solely for the purpose of confirming that this Plat contains the PUE and approximates the location of the PUE, but does not warrant its precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:

a) a recorded easement or right—of way, a recorded easement or right—of way, b) the law applicable to prescriptive rights, the law applicable to prescriptive rights, c) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or Title 54, Chapter 8a, Damage to

44. Most but not all "estate lots" comprising at least one acre in size may be designated by the developer as "Base Density" under the Development Agreement and are indicated as such on this plat by the symbol "ESBD". All lots not meeting "estate lot" auglifications and "estate lots" not designated as "base density" will constitute "incentive density" under the Development Agreement and are indicated as such on this plat by the symbol "ID". Pursuant to the terms of the Development Agreement, any owner utilizing or converting an "incentive density" lot to permanent occupancy as defined in the Development Agreement is subject to an obligation to pay Summit County a one—time conversion fee (\$10,000 in 2001 dollars, subject to CPI adjustment as defined in the Development Agreement) as a precondition to the change of use to permanent occupancy. All owners may be required to submit an affidavit declaring the owner's permanent or part—year

45. Only Lots 41 and 45-48 can be accessed from Silver Light Lane (shared driveway).

46. Any gate crossing a fire apparatus access road must be approved by the Park City Fire District. Approval of this plat shall not be construed as approval for any gate.

47. The main through roads of the project, Wapiti Canyon Road and Pinnacle Sky Loop, must be in place prior to any issuance for a building permit pertaining to construction of a residence.

48. Lots 37. 38. 41 and 44-52 are designated as Low-Pressure Sewer System Lots. The purchasers of these lots are hereby notified that wastewater service to these lots will be provided by a Low-Pressure Sewer System. The Private Low-Pressure Sewer Lateral to these lots consists of a low-pressure grinder pump station and low-pressure discharge line and appurtenances. The Private Low-Pressure Lateral System, which is the private property of each lot owner, connects to the Snyderville Basin Water Reclamation District's (SBWRD) Public Low-Pressure Sewer System. Purchasers of the Low-Pressure Sewer System Lots shall be solely responsible for all costs of the Private Low-Pressure Lateral System related to or arising from the installation, operation, maintenance, repair and replacement of the Private Low-Pressure Sewer Lateral System. SBWRD shall have no liability or responsibility for Private Low-Pressure Sewer Lateral Systems, including any costs arising from or relating to installation, operation, maintenance, repair and replacement and matters arising from freezing or incorrect installation.

49. Upon recordation of this plat, Promontory Development, LLC hereby consents and authorizes Snyderville Basin Water Reclamation District to record a notice for each Low-Pressure Sewer System Lot with the Summit County Recorder's Office. The recorded notices shall serve as notification to all future lot owners of the responsibilities associated with the Private Low-Pressure Sewer Lateral System serving the lot.

50. The Shared Driveway Easement shall provide a private sewer lateral easement for the benefit of the

GENERAL NOTES CONTINUED ON SHEET 2

SPECIAL NOTES

adjacent lot.

Declarant hereby grants, for the use and benefit of the lots within the plat, a perpetual easement for ingress and egress over and across the parcels identified as Ranch Club Trail, Promontory Ranch Road, Painted Valley Pass, Nicklaus Valley Road and Nicklaus Club Drive in this plat. The grant of easement is subject to the general note 28.

PINNACLE at PROMONTORY Phase 2 Subdivision LEGAL DESCRIPTION:

A parcel of land located in the Southwest Quarter of Section 1, the Southeast Quarter of Section 2 and the Northwest Quarter of Section 12 Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah more particularly described as follows:

Beginning at a point which is South 89°20'39" East 240.63 feet along the section line and North 00'39'21' East 365.04 feet from the Southwest Corner of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 71 04 49" West 307.02 feet to a point on the boundary of Pete Dye Canyon Golf Course; thence along said boundary the following seven (7) courses: 1) North 3710'04" West 127.66 feet; 2) North 0016'54" East 434.15 feet; 3) North 28°20'00" West 233.82 feet; 4) North 02°40'57" West 226.88 feet; 5) North 14°47'57" East 294.53 feet: 6) North 39'36'30" Fast 151.77 feet: 7) North 58'28'53" East 164.92 feet: thence South 29°47'34" East 276.50 feet; thence South 61°59'08" West 7.23 feet to a point on a 225.00 foot radius curve to the left, the center of which bears South 28'00'52" East; thence Southwesterly 253.95 feet along the arc of said curve through a central angle of 6440'05" (chord bears South 29°39'06" West 240.68 feet); thence South 02°40'57" East 272.44 feet to a point on a 125.00 foot radius curve to the left, the center of which bears North 8719'03" East; thence Southeasterly 183.93 feet along the arc of said curve through a central angle of 8418'22" (chord bears South 44'50'08" East 167.78 feet); thence South 86'59'19" East 133.42 feet to a point on a 175.00 foot radius curve to the right, the center of which bears South 03°00'41" West; thence Southeasterly 168.02 feet along the arc of said curve through a central angle of 55°00'35" (chord bears South 59°29'01" East 161.64 feet) to a point on a 475.00 foot radius reverse curve to the left, the center of which bears North 58°01'16" East; thence Southeasterly 192.17 feet along the arc of said curve through a central angle of 2310'47" (chord bears South 4334'07" East 190.86 feet); thence South 55'09'31" East 272.29 feet to a point on a 975.00 foot radius curve to the left, the center of which bears North 34*50'29" East; thence Southeasterly 159.64 feet along the arc of said curve through a central angle of 09°22'52" (chord bears South 59°50'56" East 159.46 feet) to a point on a 125.00 foot radius reverse curve to the right, the center of which bears South 25°27'38" West; thence Southerly 349.64 feet along the arc of said curve through a central angle of 160°15'41" (chord bears South 15°35'28" West 246.30 feet) to a point on a 475.00 foot radius reverse curve to the left, the center of which bears South 05°43'19" West; thence Westerly 301.23 feet along the arc of said curve through a central angle of 36°20'05" (chord bears South 77°33'16" West 296.20 feet) to a point on a 125.00 foot radius compound curve to the left, the center of which bears South 30'36'46" East; thence Southwesterly 143.76 feet along the arc of said curve through a central angle of 65'53'43" (chord bears South 26°26'22" West 135.97 feet); thence South 83°29'31" West 25.00 feet; thence North 82°32'02" West 95.74 feet to a point on a 133.00 foot radius curve to the left, the center of which bears South 07°27'58" West; thence Westerly 93.56 feet along the arc of said curve through a central angle of 4018'20" (chord bears South 7718'48" West 91.64 feet); thence North 32'29'40" West 84.78 feet; thence North 15°46'27" East 304.99 feet; thence North 82°50'51" West 147.30 feet to the Point of Beginning.

Containing 858,560 square feet or 19.71 acres, more or less.

Creating 12 Lots. Basis of Bearing

LENS PARK CITY FIRE MARSHAL

South 89°20'39" East between the Southwest and the Southeast Corners of Section 1, Township 1 South, Range 4 East, Salt Lake Base and Meridian.

PROJECT LOCATION SITE MAP

SURVEYOR'S CERTIFICATE:

, MICHAEL W. PURDY, certify that I am a Registered Land Surveyor and that I hold Certificate No. 334571 as prescribed by the laws of the State of Utah, and this Plat was prepared under my direction in accordance with the requirements of Summit County. I further certify that the property boundaries as shown are correct



MICHAEL W. PURDY, PLS 334571

OWNER'S DEDICATION AND CONSENT TO RECORD:

Known all men by these present: that the undersigned is the owner of the hereon described tract of land, having caused the same to be subdivided into lots and streets, hereafter to be known as "The Pinnacle at Promontory Phase 2 Subdivision", does hereby dedicate to the Promontory Conservancy, a Utah corporation, for perpetual use of the lot owners all parcels of land indicated on this plat as private roadways and private shared

Also, the owner hereby dedicates to Summit County, Snyderville Basin Water Reclamation District, Snyderville Basin Special Recreation District, Park City Fire Service District and Mountain Regional Special Service District, a non-exclusive easement over roads, private driveways, private trails, tracts, indicated open space and amenity tracts and all other easements shown on this plat for the purpose of providing utility installation, maintenance, use, and eventual replacement.

Executed this 26th day of September PROMONTORY DEVELOPMENT, L.L.C., an Arizona limited liability company

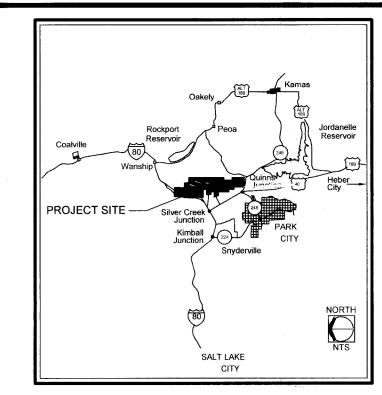
ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF SUMMIT

On this the 24H day of Sales 2019, personally appeared before me, Robin Milne, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she was duly authorized by the PROMONTORY DEVELOPEMENT, LLC to execute the foregoing OWNER'S DEDICATION AND CONSENT TO RECORD, and that she did so of her

own volunta<u>r</u>y acť.

DEVELOPMENT IMPROVEMENTS AGREEMENT BNTEY NO. 01121046 Book 2538 Page 0295



VICINITY MAP

SHEET INDEX

PAGE SHEET NAME 1 OF 3 COVER SHEET

2 OF 3 ACCESS EASEMENTS LEGAL

3 OF 3 BOUNDARY PLAT (SCALE = 1:60)

LIENHOLDER'S CONSENT TO RECORD:

Known all men by these present, that the undersigned holds a lien on the hereon described tract of land, known as the "The Pinnacle at Promontory Phase 2

Pivotal Finance, LLC

Subdivision":

Sole Owner

County of _______

On this 26th day of Saptember in the year 2019, personally appeared before me F. Francis Najafi, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that he is the President of Pivotal Group, Inc., which is the sole owner of Pivotal Finance, LLC, and that said document was signed by him in behalf of said Company by Authority of its Operating Agreement or Resolution, and said F. Francis Najafi acknowledged to me that Pivotal Finance, LLC executed the same.

FFN Investments, LLC

By: F. Francis Najafi Its: Authorized Signer

Francis Najafi, Authorized Signe

On this day of Section in the year 2019, personally appeared before me F. Francis Najafi, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that he is the Authorized Signer of FFN Investments, Inc., and that said document was signed by him in behalf of said Company by Authority of its Operating Agreement or Resolution, and said F. Francis Najafi acknowledged to me that FFN investments, LLC executed the same.

PINNACLE AT PROMONTORY PHASE 2 SUBDIVISION

LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 1, SOUTHEAST QUARTER OF SECTION 2 & NORTHWEST QUARTER OF SECTION 12 T 1 S, R 4 E, S.L.B.&M, SUMMIT COUNTY, UTAH

FINAL PLAT

SHEET 1 OF 3

Though Trancis Kecorder

October 10, 2019

PUBLIC SAFETY ANSWERING POINT APPROVAL MOUNTAIN REGIONAL WATER DISTRICT PUBLIC WORKS S.B.S.R.D. ROCKY MOUNTAIN POWER RECLAMATION DISTRICT ACCEPTED THIS 17th DAY OF Debote, 20 19 BY REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 7 DAY OF _______ DAY OF _______, 2019. APPROVED THIS ______ DAY, OF NOVELES. 2019 THIS PLAT HAS BEEN REVIEWED BY OUR OFFICE SATISFACTORY ARRANGEMENTS HAVE BEEN MADE FOR THE PROVISION OF ELECTRICAL SERVICE TO THE MOUNTAIN REGIONAL WATER SPECIAL SERVICE AND IS HEREBY APPROVED AND ACCEPTED. THE AREAS SHOWN ON THIS PLAT. DISTRICT WHICH HAS COMMITTED TO PROVIDING WATER SERVICE TO THE LOTS INCLUDED ON THIS PLAT. COUNTY PUBLIC WORKS DIRECTOR THE SUMMIT COUNTY PUBLIC SAFETY ANSWERING POINT DISTRICT AUTHORIZED REPRESENTATIVE APPROVAL AS TO FORM GOVERNING BODY APPROVAL AND ACCEPTANCE COUNTY ASSESSOR PARK CITY FIRE SERVICE DISTRICT COUNTY ENGINEER FEE \$ 174.00 ENTRY NO 1121064 APPROVED AS TO FORM ON, THIS 15 APPROVED THIS 314 DAY OF October 2019
ON BEHALF OF THE SUMMIT COUNTY COUNCIL PER HEREBY CERTIFY THAT I HAVE HAD THIS PLAT REVIEWED AND ACCEPTED BY THE OFFICE OF THE THIS PLAT HAS BEEN REVIEWED AND APPROVED STATE OF UTAH COUNTY OF SUMMIT SUMMIT COUNTY ASSESSOR THIS 31 DAY OF COLOR 2019 REVIEWED BY THIS OFFICE AND IT IS CORRECT IN DAY OF November 2019 BY THE PARK CITY FIRE SERVICE DISTRICT. SUMMIT COUNTY DEVELOPMENT CODE, SECTION 10-3-14. DATE 11/1/2019 TIME 3:50 PM ACCORDANCE WITH AVAILABLE INFORMATION ON RECORDED AND FILED AT THE REQUEST OF: FILE IN THIS OFFICE. PROMONTORY DEVELOPMENT UC Jula L. Kondell 10/15/19

SNYDERVILLE BASIN WATER

ACCESS EASEMENT NO. 1: (PROMONTORY RANCH ROAD)

A 50.00 foot wide right—of—way lying 25.00 feet each side of the centerline more particularly described as follows:

Beginning at a point which is North 89°42'38" West along the Section line 1097.82 feet and North 2105.78 feet from the Southwest Corner of Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°42'38" West 4821.42 feet between said Southwest Corner and the Northeast closing Corner of Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian), said point also being on the East Right of Way Line of I-80; and running thence South 72°38'09" East 64.86 feet to a point of curvature of a 150.00 foot radius curve to the right, the center of which bears South 17°21'51" West: thence Southeasterly along the arc of said curve 143.34 feet through a central angle of 54°45'11"; thence South 17°52'58" East 56.62 feet to a point of curvature of a 150.00 foot radius curve to the left, the center of which bears North 72°07'02" East: thence Southeasterly glong the arc of said curve 445.50 feet through a central angle of 170°10'02"; thence North 08°03'00" West 71.59 feet to a point of curvature of a 150.00 foot radius curve to the right, the center of which bears North 81°57'00" East; thence Northeasterly along the arc 300.59 feet through a central angle of 114°56'12" to a point of reverse curvature of a 180.00 foot radius curve to the left, the center of which bears North 16°53'12" East: thence Northeasterly along the arc of said curve 244.28 feet through a central angle of 77°45'28": thence North 29°07'44" East 171.75 feet to a point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 60°52'16" East; thence Northeasterly along the arc of said curve 218.93 feet through a central angle of 62°43'07" to a point of reverse curvature of a 450.00 foot radius curve to the left, the center of which bears North 01°50'51" East: thence Northeasterly along the arc of said curve 434.96 feet through a central angle of 55°22'51" to a point of reverse curvature of a 400.00 foot radius curve to the right, the center of which bears to South 53°32'00" East; thence Northeasterly along the arc of said curve 591.74 feet though a central angle of 84°45'38" to a point of reverse curvature of a 180.00 foot radius curve to the left, the center of which bears North 31"13'38" East; thence Northeasterly along the arc of said curve 350.38 feet through a central angle of 111"31'44": thence North 09°41'54" East 146.94 feet to a point of curvature of a 155.00 foot radius curve to the right, the center of which bear South 8018'06" East; thence Northeasterly along the arc of said curve 389.47 feet through a central angle of 143'58'01"; thence South 26°20'05" East 504.24 feet to a point of curvature of a 300.00 foot radius curve to the left, the center of which bears North 63°39'55" East: thence Southeasterly along the arc of said curve 188.35 feet through a central angle of 35°58'17"; thence South 62°18'22" East 71.75 feet to a point of curvature of a 1000.00 foot radius curve to the left, the center of which bears North 27°41'38" East: thence Southeasterly along the arc of said curve 68.31 feet through a central angle of 03°54'49" to a point of reverse curvature of a 1000.00 foot radius curve to the right, the center of which bears South 23'46'49" West; thence Southeasterly along the arc of said curve 136.98 feet through a central angle of 07°50'55"; thence South 58°22'16" East 209.26 feet to a point of curvature of a 150.00 foot radius curve to the right, the center of which bears South 31°37'44" West; thence Southeasterly along the arc of said curve 144.95 feet through a central angle of 55°22'01" to a point of reverse curvature of a 150.00 foot radius curve to the left, the center of which bears North 86°59'45" East; thence Southeasterly along the arc of said curve 185.52 feet through a central angle of 70°51'43" to a point of reverse curvature of a 150.00 foot radius curve to the right, the center of which begrs South 16°08'02" West: thence Southeasterly along the arc of said curve 91.93 feet through a central angle of 35°06'58" to a point of compound curvature of a 1275.00 foot radius curve to the right, the center of which bears South 51°15'00" West; thence Southeasterly along the arc of said curve 801.97 feet through a central angle of 36°02'19"; thence South 02°42'41" East 93.53 feet to a point of curvature of a 785.00 foot radius curve to the right, the center of which bears South 8717'19" West; thence Southerly glong the arc of said curve 345.79 feet through a central angle of 25°14'20": thence South 22°31'39" West 190.55 feet to a point of curvature of a 700.00 foot radius curve to the right, the center of which bears North 67°28'21" West; thence Southwesterly along the arc of said curve 129.99 feet through a central angle of 10°38'24": thence South 33°10'03" West 258.32 feet to a point of curvature of a 700.00 foot radius curve to the left, the center of which bears South 56°49'57" East; thence Southwesterly along the arc of said curve 347.82 feet through a central angle of 28°28'09"; thence South 04°41'54" West 61.80 feet to the North Line of said Section 2, Township 1 South, Range 4 East, said point being North 89°42'38" West along the Section Line 241.01 feet from said Northeast Closing Corner Section 2; thence South 04°41'54" West 514.66 feet to a point of curvature of a 500.00 foot radius curve to the left, the center of which bears South 8518'06" East; thence Southeasterly along the arc of said curve 186.79 feet through a central angle of 2124'15"; thence South 16°42'21" East 885.72 feet to a point of curvature of a 300.00 foot radius curve to the right, the center of which bears South 73"17'39" West; thence Southeasterly along the arc of said curve 110.16 feet through a central angle of 21"02'22": thence South 04°20'01" West 248.60 feet to a point of curvature of a 450.00 foot radius curve to the left, the center of which bears South 85'39'59" East; thence Southeasterly along the arc of said curve 800.99 feet through a central angle of 101'59'05"; thence North 82°20'56" East 265.77 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears South 07°39'04" East; thence Southeasterly along the arc of said curve 759.17 feet through a central angle of 72°29'45"; thence South 25°09'19" East 210.56 feet to a point of curvature of a 825.00 foot radius curve to the left, the center of which bears North 64°50'41" East: thence Southeasterly along the arc of said curve 565.47 feet through a central angle of 39°16'17"; thence South 64°25'36" East 226.18 feet to a point of curvature of a 450.00 foot radius curve to the right, the center of which bears South 25'34'24" West; thence Southeasterly along the arc of said curve 473.86 feet through a central angle of 60°20'02": thence South 04°05'34" East 248.72 feet to a point of curvature of a 700.00 foot radius curve to the left, the center of which bears North 85°54'26" East; thence Southeasterly along the arc of said curve 880.95 feet through a central angle of 72°06'24"; thence South 76°11'58" East 74.30 feet to a point of curvature of a 550.00 foot radius curve to the right, the center of which bears South 13°48'02" West; thence Southeasterly glong the arc of said curve 343.87 feet through a central angle of 35°49'22"; thence South 40°22'36" East 142.99 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears South 49°37'24" West; thence Southeasterly along the arc of said curve 452.28 feet through a central angle of 43"11'24": thence South 02"48'48" West 426.33 feet to a point of curvature of a 400.00 foot radius curve to the left, the center of which bears South 87"11'12" East; thence Southeasterly along the arc of said curve 388.76 feet through a central angle of 55°41'11"; thence South 52°52'23" East 117.83 feet to a point of curvature of a 250.00 foot radius curve to the right, the center of which bears South 37°07'37" West; thence Southeasterly along the arc of said curve 162.86 feet through a central angle of 37°19'31"; thence South 15°32'52" East 482.23 feet to a point of curvature of a 475.00 foot radius curve to the right, the center of which bears South 74°27'08" West: thence Southwesterly along the arc of said curve 698.47 feet through a central angle of 84°15'04"; thence South 68°42'12" West 856.11 feet to a point of curvature of a 450.00 foot radius curve to the left the center of which bears South 21°17'48" East; thence Southeasterly along the arc of said curve 1316.44 feet through a central angle of 167°36'51": thence North 81°05'21" East 125.23 feet to a point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 08"54'39" East; thence Southeasterly along the arc of said curve 448.01 feet through a central angle of 128°20'40"; thence South 29°26'01" West 679.84 feet to a point of curvature of a 600.00 foot radius curve to the left, the center of which bears South 60°33'59" East; thence Southeasterly along the arc of said curve 644.76 feet through a central angle of 61°34'11"; thence South 32°08'10" East 330.66 feet to the North Line of Section 13, Township 1 South, Range 4 East, Salt Lake Base and Meridian. said point being North 8911'05" West along the Section Line 2250.17 feet from the Northeast Corner of said Section 13: thence South 32°08'10" East 147.22 feet to a point of curvature of a 300.00 foot radius curve to the left, the center of which bear North 57°51'50" East; thence Southeasterly along the arc of said curve 273.07 feet through a central angle of 52°09'06": thence South 84°17'16" East 148.29 feet to a point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 05°42'44" West; thence Southeasterly along the arc of said curve 367.72 feet through a central angle of 105°20'41"; thence South 21°03'25" West 190.03 feet to a point of curvature of a 675.00 foot radius curve to the right, the center of which bears North 68°56'35" West; thence Southwesterly along the arc of said curve 158.27 feet through a central angle of 13°26'05" to a point of reverse curvature of a 1375.00 foot radius curve to the left, the center of which bears South 55°30'30" East; thence Southwesterly along the arc of said curve 658.56 feet through a central angle of 27°26'31" to a point of reverse curvature of a 350.00 foot radius curve to the right, the center of which bears North 82°57'01" West: thence Southwesterly along the arc of said curve 156.63 feet through a central angle of 25°38'26"; thence South 32°41'25" West 396.06 feet to a point of curvature of a 925.00 foot radius curve to the right, the center of which bears North 5718'35" West: thence Southwesterly along the arc of said curve 471.27 feet through a central gnale of 2911'29": thence South 61°52'54" West 590.62 feet to a point of curvature of a 300.00 foot radius curve to the right, the center of which bears North 28°07'06" West: thence Westerly glong the arc of said curve 288.79 feet through a central angle of 55°09'17": thence North 62°57'49" West 531.88 feet to a point of curvature of a 500.00 foot radius curve to the left, the center of which bears South 27°02'11" West; thence Southwesterly along the arc of said curve 855.07 feet through a central angle of 97°59'03"; thence South 19°03'08" West 160.57 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears North 70°56'52" West; thence Southwesterly along the arc of said curve 576.66 feet through a central angle of 55°04'02"; thence South 74°07'10" West 208.56 feet to the West Line of said Section 13, said point being North 00°12'10" East along the Section Line 2118.93 feet from the Southwest Corner of said Section 13: thence South 74°07'10" West 23.37 feet to a point of curvature of a 600.00 foot radius curve to the left. the center of which bears South 15°52′50" East; thence Southwesterly along the arc of said curve 24.79 feet through a central angle of 02°22'01"; thence South 71°45'09" West 198.60 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears North 18~14'51" West; thence Southwesterly along the arc of said curve 211.52 feet through a central angle of 20~11'54": thence North 88°02'57" West 1206.78 feet to a point of curvature of a 800.00 foot radius curve to the left, the center of which bears South 01°57'03" West: thence Southwesterly along the arc of said curve 1317.81 feet through a central angle of 94°22'51"; thence South 02°25'48" East 321.83 feet to a point of curvature of a 1200.00 foot radius curve to the right, the center of which bears South 87°34'12" West: thence Southwesterly along the arc of said curve 224.47 feet through a central angle of 10°43'04": thence South 0817'16" West 200.42 feet to a point of curvature of a 750.00 foot radius curve to the left, the center of which bears South 81°42'44" East; thence Southerly along the arc of said curve 203.57 feet through a central angle of 15°33'07"; thence South 07°15'51" East 185.53 feet to a point of curvature of a 500.00 foot radius curve to the right, the center of which bears South 82°44'09" West; thence Southerly along the arc of said curve 79.81 feet through a central angle of 09°08'44" to the South Line of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being South 89'45'21" East along the Section Line 207.87 feet from the South Quarter Corner of said Section 14; thence continuing Southerly along the arc of said last mentioned curve 178.03 feet through a central angle of 20°24'04"; thence South 22°16'56" West 178.56 feet to a point of curvature of a 700.00 foot radius curve to the right. the center of which bears North 67°43'04" West; thence Southwesterly along the arc of said curve 789.75 feet through a central angle of 64'38'30"; thence South 86'55'26" West 732.10 feet to a point of curvature of a 1000.00 foot radius curve to the left, the center of which bears South 03°04'34" East; thence Southwesterly along the arc of said curve 138.83 feet through a central angle of 07°57'15"; thence South 78'58'11" West 943.91 feet to a point of curvature of a 1000.00 foot radius curve to the right, the center of which bears North 11°01'49" West: thence Southwesterly glong the arc of said curve 214.98 feet through a central angle of 12°19'03": thence North 88'42'46" West 145.43 feet to the East Line of Section 22, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being South 00°34'53" East along the Section Line 1042.67 feet from the Northeast Corner of said Section 22; thence North 88°42'46" West 494.23 feet to a point of curvature of a 993.00 foot radius curve to the left, the center of which bears South 0117'14" West: thence Southwesterly along the arc of said curve 461.64 feet through a central angle of 26°38'11": thence South 64°39'03" West 544.89 feet to a point of curvature of a 300.00 foot radius curve to the right, the center of which bears North 25°20'57" West; thence Southwesterly along the arc of said curve 187.39 feet through a central angle of 35°47'22"; thence North 79°33'35" West 197.19 feet to

Together with an easement more particularly described as follows:

Beginning at a point which is South 00°24'17" West along the Section Line 2634.64 feet and West 1025.20 feet from the Northeast Corner of Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°24'17" West 5268.15 feet between said Northeast Corner and the Southeast Corner of said Section 35); and running thence South 27°41'38" West 60.00 feet; thence North 62°18'22" West 187.74 feet; thence North 28°11'37" West 92.77 feet; thence North 09°39'06" West 175.40 feet; thence North 63°39'55" East 60.00 feet; thence South 36°13'26" East 140.25 feet; thence South 32°52'03" East 240.83 feet to the point of beginning.

ACCESS EASEMENT NO. 2 (RANCH CLUB TRAIL)

A 50.00 foot wide right of way lying 25.00 feet each side of the centerline more particularly described as follows: Beginning at a point which is North 89°45'21" West along the Section Line 388.79 feet and North 2036.84 feet from the Southeast Corner of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being, North 89°45'21" West along the Section Line 2677.38 feet between said Southeast Corner and the South Quarter Corner of said Section 14. Township 1 South. Range 4 East); and running thence North 02°37'44" West 44.37 feet to a point of curvature of a 400.00 foot radius curve to the left, the center of which bears South 87°22'16" West; thence Northwesterly along the arc of said curve 230.79 feet through a central angle of 33°03'30"; thence North 35°41'14" West 284.64 feet to a point of curvature of a 500.00 foot radius curve to the right, the center of which bears North 5418'46" East; thence Northwesterly along the arc of said curve 552.55 feet through a central angle of 6319'05": thence North 27°37'51" East 54.09 feet to a point of curvature of a 400.00 foot radius curve to the left, the center of which bears North 62°22'09" West; thence Northeasterly along the arc of said curve 262.68 feet through a central angle of 37°37'34": thence North 09°59'43" West 73.64 feet to a point of curvature of a 500.00 foot radius curve to the right, the center of which bears North 80°00'17" East; thence Northeasterly alone the arc of said curve 397.43 feet through a central angle of 45°32'30"; thence North 35°32'47" East 171.83 feet to a point of curvature of a 500.00 foot radius curve to the left, the center of which bears North 54°27'13" West; thence Northeasterly along the arc of said curve 614.09 feet through a central angle of 70°22'09"; thence North 34°49'22" West 189.81 feet to a point of curvature of a 1200.00 foot radius curve to the right, the center of which bears North 5510'38" East: thence Northwesterly along the arc of said curve 457.83 feet through a central angle of 21°51'36"; thence North 12°57'46" West 260.65 feet to the North Line of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being North 89°48'16" West along the Section Line 797.55 feet from the Northeast Corner of said Section 14: thence North 12°57'46" West 496.98 feet to a point of curvature of a 1200.00 foot radius curve to the left, the center of which bears South 77°02'14" West; thence Northwesterly along the arc of said curve 294.17 feet through a central angle of 14°02′44"; thence North 27°00′30" West 378.05 feet to a point of curvature of a 200.00 foot radius curve to the right, the center of which bears North 62°59'30" East; thence Northeasterly along the arc of said curve 489.78 feet through a central angle of 140°18'42": thence South 66°41'48" East 577.49 feet to a point of curvature of a 400.00 radius curve to the left, the center of which bears Northeasterly along the arc of said curve 560.25 feet through a central angle of 80°15'02": thence North 33°03'10" East 338.89 feet to a point of curvature of a 250.00 foot radius curve to the right, the center of which bears South 56°56′50" East; thence Northeasterly along the arc of said curve 386.52 feet through a central angle of 88°34′59"; thence South 58°21'51" East 51.34 feet to a point of curvature of a 400.00 foot radius curve to the left, the center of which bears North 31"38"09" East; thence Southeasterly along the arc of said curve 388.42 feet through a central angle of 55"38"15"; thence North 65°59'54" East 196.76 feet to a point of curvature of a 1000.00 foot radius curve to the right, the center of which bears South 24°00'06" East; thence Northeasterly along the arc of said curve 357.77 feet through a central angle of 20°29'55"; thence North 86°29'49" East 173.12 feet to a point of curvature of a 1000.00 foot radius curve to the left, the center of which bears North 03°30'11' West: thence Northeasterly along the arc of said curve 377.97 feet through a central angle of 21°39'21"; thence North 64°50'28" East 213.82 to the point of terminus.

GENERAL NOTES (CONTINUED FROM SHEET 1):

51. All lot owners served by Mountain Regional Water Special Service District (the District) within this plat agree to abide by all of the Rules, Regulations, and other Construction related Standards and Specifications of the District, including payment of all necessary fees prior to the issuance of a building permit. Lot owners also recognize that the District's service area spans a large nountainous area with extreme vertical relief resulting in numerous pressure regulation facilities. As such, the owners recognize fluctuations (albeit infrequent) in water pressure may pose a risk to properties served by said system. Owners agree to install and be responsible for the proper operation of any necessary pressure regulation and backflow devices to protect any plumbing facilities and fire sprinkling systems. Further, the District shall have the right to install, repair, maintain, replace, enlarge, extend, and operate their equipment above and below ground and all other related facilities within any easements identified on this plat as may be necessary or desirable in providing water services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures and trees, that may have been placed within the easements. The District may require the lot owner to remove all structures and vegetation within the easement at the lot owner's expense, or the District may remove such structures and vegetation at the lot owner's expense. At no time may any permanent structures, including trees and retaining walls, be placed within the easements or any other obstruction which interferes with the access and use of the easements without the prior written approval of the District. The District is further granted rights of access to any and all non-exclusive easements, including emergency or non-emergency access roads contained within this plat to enlarge and/or extend its services to any adjoining properties and plats.

52. Lot 45 and Lot 47 can be serviced by a single privately owned and operated low pressure grinder pump station if the pump station is located above an elevation of 6,925 ft. If the grinder pump station is located below 6,925 ft, a secondary pump must be installed and located above an elevation of 6,925 ft.

PINNACLE AT
PROMONTORY

PHASE 2 SUBDIVISION LYING WITHIN THE SOUTHWEST

QUARTER OF SECTION 1, SOUTHEAST
QUARTER OF SECTION 2 & NORTHWEST
QUARTER OF SECTION 12
T 1 S, R 4 E, S.L.B.&M,
SUMMIT COUNTY, UTAH
FINAL PLAT

October 10, 2019

SHEET 2 OF 3

RECORDED

CORNERPOINT PROFESSIONAL LAND SURVEYS INC.

2075 So. Sir Monte Drive, St. George, UT 84770

Cell (435) 619-5528 mike.cpsurveying@gmail.com ENTRY NO. 01121064
11/01/2019 03:50:20 PM B: 2538 P: 0524
Plat PAGE 1/1
RHONDA FRANCIS. SUMMIT COUNTY RECORDER
FEE 174.00 BY PROMONTORY DEVELOPMENT LLC

COUNTY RECORDER

the point of terminus.

