PASTURES AT SADDLEBACK P.U.D. PLAT 11

A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, LAKE POINT, TOOELE COUNTY, UTAH

OWNER'S DEDICATION, GRANT, AND DECLARATION

KNOW ALL MEN by these presents, that SADDLEBACK PASTURES, L.C., a Utah limited liability company, ("Grantor"), the undersigned owner of the tract of land described herein under the heading "Boundary Description" (the "Tract"), does hereby create a subdivision to be hereafter known as "Pastures At Saddleback P.U.D. Plat 11" (the "Subdivision" or when referring to this document, the "Plat"), and, subject to the "Notice to Purchasers" contained herein and any matters of record, does hereby:

- Cause the Tract to be subdivided into lots (singularly, a "Lot", or if more than one, the "Lots") and parcels (singularly, a "Parcel", or if more than one, the "Parcels");
- Grant, convey and dedicate to Tooele County, a body corporate and politic (the "County") those areas identified on this Plat as "Dedicated Public Road". Grant and convey to the County perpetual, non-exclusive public trail easement and rights-of-way for pedestrian, and non-motorized-bicycle use over and across the area identified as "Trail Easement" across the
- portions of Parcels A and B as shown on this Plat. 4. Grant, convey, and dedicate to the County and to the Association (defined below) and its assigns and to public and private providers of utility services perpetual, non-exclusive easements and rights-of-way, for the purpose of installing, maintaining, operating, and replacing buried utilities and facilities necessary or convenient to provide underground or buried utility services to the Subdivision and other Lands (defined below) covered by the Development Agreement (defined below), over, through, and across all areas identified on this Plat as "Dedicated Public Road" and as "PUDE" ("Public Utility and Drainage Easements"). 5. Grant, convey and dedicate to the Association and the County perpetual, non-exclusive easements and rights-of-way, for purposes of installing, repairing and maintaining storm drainage conveyance, retention, and/or
- detention improvements or structures over, through, and across Parcels A and B and all areas identified on this Plat as PUDE's. 6. Grant, convey, and dedicate to the Association, to the County, and to state, federal, or local public safety or emergency management agencies or authorities a perpetual, non-exclusive easement and right-of-way across
- Parcels A and B for fire suppression and other emergency purposes. 7. Subject to the rights granted, conveyed, and dedicated pursuant to paragraphs 3 through 6 hereinabove, Grant and convey to the Association all of Parcels A and B, for use by the Association and its assigns and Members (as defined herein), as perpetual open space, to be maintained by the Association, for pedestrian, and non-motorized bicycle trails, for public and private underground utilities, and for drainage improvements.

NOTICE TO PURCHASERS:

- 1. CC&Rs. The Lots created by this Plat are subject to the following: (A) that certain "Certificate of Amendment of Amended And Restated Declaration of Covenants, Conditions, and Restrictions of Pastures At Saddleback P.U.D." dated November 21, 2018, and filed in the Tooele County Recorder's Office (the "Recorder's Office") on November 21, 2018, as Entry No. 477479, as further amended by that certain "Plat 10 Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pastures At Saddleback P.U.D." dated February 22, 2019, and filed with the Recorder's Office on February 22, 2019, as Entry No. 481532, as further amended by that certain that certain 'Plat 9 Amendment to the Second Amended and Restated Declaration of Covenants, Conditions of Pastures At Saddleback P.U.D." dated July 18, 2019, and filed with the specify, among other things, the reanner in which approval for construction of all structures and landscaping within the Plat will occur. No building permits may be applied for and no construction commenced until written approval under the CC&Rs of the building, drainage swale crossings, drainage retention, and site plans has been granted, stating that the plans comply with the applicable requirements of the CC&Rs.
- 2. ASSOCIATION. Each "Owner" (as that term is defined in the Pastures Declaration) of a Lot becomes a member (a "Member") of the Pastures at Saddleback P.U.D. Homeowners' Association, a Utah non-profit corporation (the "Association" as defined in the Pastures Declaration). The Association may undertake to provide certain services for the benefit of the Lot and its Owner(s), which may include but is not limited to ownership, maintenance, and operation of common areas such as parks, trails, clubhouses, open spaces, etc. The Association will assess the Owners of the Lots as provided for in the Pastures Declaration.
- 3. DEVELOPMENT AGREEMENT. The Subdivision, Lots, and Parcels created by this Plat are a portion of the lands covered by that certain Development Agreement by and between Tooele County, a political subdivision of the State of Utah, and Saddleback Partners, L.C., a Utah limited liability company, (the 'Developer') dated July 5, 1998, and recorded August 13, 1999, as Entry No. 135787 in Book 583, beginning at Page 254 in the Recorder's Office (the "1998 Agreement"); as amended by that First Amendment to Development Agreement dated December 8, 1998 and recorded August 13, 1999, as Entry No. 135788 in Book 583, beginning at Page 390 in the Recorder's Office (the "First Amendment"); as further amended by that certain Development Agreement Property Release dated August 30, 2001 and recorded September 11, 2001, as Entry No. 168923 in Book 703, beginning at Page 60 in the Recorder's Office (the "Release"), as further amended by that certain Second Amendment to Development Agreement dated September 25, 2018 and recorded September 26, 2018, as Entry No. 474730 (the "Second Amendment"), as further amended by that certain Third Amendment to Development Agreement dated February 18, 2020 and recorded March 6, 2020, as Entry No. 505169 (the "Third Amendment" and collectively with the 1998 Agreement, the First Amendment, the Second Amendment, and the Release and as may be amended from time to time in the future, the "Development Agreement"). The Development Agreement Agreement provides for the development of the Tract and other lands in the vicinity, as described in the Development Agreement or as may be added or expanded from time to time (collectively, the "Lands"). Pursuant to that certain Assignment and Assumption Agreement dated 1901 as Entry No. 1902, as Entry N Each purchaser or Owner of Lots in this Subdivision takes title to the Lots with an acknowledgment that the Developer and Grantor and their successors and assigns have the right to develop the Lands pursuant to the rights granted to them in the Development Agreement and such purchasers or Owners hereby agree not to challenge, oppose, file a complaint, complain about, or otherwise try to prohibit the Developer's or Grantor's exercise of its rights to develop the Lands pursuant to the Development Agreement.
- 4. OPEN SPACE. As provided for in the Assignment, this Plat uses the residential density units attached to twenty—seven point four six seven (27.467) acres of open space "banked" pursuant to Sections 2 and 3(b) of the Release, which banked open space was created by the Green Ravine Conservation Easement dated August 30, 2001, and recorded October 4, 2001, as Entry No. 170013 in Book 707 beginning at Page 798 in the Recorder's Office, which also satisfies the requirement of Section 4(a) of the 1998 Agreement to set aside at least fifty percent (50%) of the Tract as open space [50% of thirteen point five three three (13.533) acres, which equates to six point seven six six five (6.7665) acres] by: (A) setting aside zero point five nine (0.59) acres within the Plat contained within Parcels A and B, and (B) as allowed pursuant to Section 7(e) of the 1998 Agreement, using six point one seven six five (6.1765) acres of said banked open space.
- 5. WATER SERVICE. Indoor and outdoor water service to the Lots and certain Parcels is provided by Oquirrh Mountain Water Company, a private mutual water company ("OMWC"), based upon the quantity of Class B Shares of OMWC owned by the Owner(s) of each Lot or Parcel. The Water Declaration further governs how such water may be used, including the implementation of certain water conservation measures to prevent wasting water and the promotion of water conservation.
- 6. RURAL AREA. The Subdivision is located in the Lake Point area of the County which enjoys a semi—rural lifestyle, including the boarding, caring for, grazing, feeding, riding, and training of horses and other livestock, farm animals, and pets often found in rural areas (collectively, "Livestock"), and their attendant noises, odors, and sights. The CC&R's govern the degree to which Livestock may be permitted by the Owners within the Subdivision. Each Owner takes title to the Lots or Parcels with an acknowledgment that the Lake Point area surrounding the Subdivision is a rural area which allows and welcomes Livestock and that such Owners hereby agree not to challenge, oppose, complain about, or otherwise try to prohibit, outlaw, or restrict Livestock in the Lake Point area.
- 7. MINIMUM SETBACKS. The minimum setbacks from property lines for any dwelling located upon the Lots are: (A) Front Yards: a minimum of twenty feet (20'), (B) Side Yards: a minimum eight feet (8'), (corner lots twenty feet (20') minimum street side), and (C) Rear Yards: a minimum of twenty feet (20'). The Owner of a corner Lot may determine which street fronting side is the Front Yard, with the other being a Side Yard. Any accessory structures located upon any Lot shall be set back a minimum of ten feet (10') behind (to the rear of) the dwelling and shall be set back from the side and rear property lines a minimum of ten feet (10'), except for the street side of corner lots, in which case the PUDE shall be the minimum side yard setback for such accessory structures.
- 8. ON—SITE DRAINAGE RETENTION. All Lots shall be required to retain all storm drainage (runoff) within such Lot, without discharging upon any adjacent Lots.
- 9. FUTURE COLLECTOR ROAD INFLUENCED AREA. The Developer intends, but is not obligated, to construct a future collector road ("Collector Road") to the south of this Plat. Lot Owners: (A) are by this reference notified of the proposed Collector Road, including its potential risks and potential impacts on views, noise and other impacts as may be associated therewith (both during construction and when completed), and (B) hereby agree not to challenge, oppose, file a complaint, complain about, or otherwise try to prohibit the Developer's or its assigns exercise of its rights to construct the Collector Road and Substation.
- 10. HIGH WATER TABLE. The water table under the Lots has historically been close to the land surface and therefore the Lots may be ineligible for basements in dwellings. If Owners choose to install basements in dwellings,

Saddleback Pastures, L.C., a Utahalimited liability company

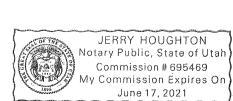
STATE OF UTAH

COUNTY OF TOOSUS

The foregoing instrument was acknowledged before me this 1997 day of Octobbe , 2020 by Christopher F. Robinson, as the Manager of Saddleback Pastures, L.C., a Utah limited liability company.

My Commission Expires: 6-17-2021

Notary Public Teren M. Houn arm Residing at: TOOELS, UT





APPROVED THIS _L st October, A.D. 2020. Kelof B. Fujer

R.O.S.#: 2016-0068 & 2018-0060

TOOELE COUNTY ATTORNEY

SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, LAKE POINT, TOOELE COUNTY, UTAH RECORDED ENTRY No. 531824 DEPARTMENT OF COMMUNITY DEVELOPMENT State of Utah, County of Tooele,

Recorded and Filed at the request of: Christopher F Pobinson Date: 01/07/2021 Time: 11:43 am

Kylisha Vlim Deputi 204.00 Fee \$ Sht 1 of 2

PASTURES AT SADDLEBACK P.U.D. PLAT 11

SURVEYOR'S CERTIFICATE

I, D. Gregg Meyers, a Professional Land Surveyor licensed under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, holding License No. 312770, do hereby certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into Public Utility and Drainage Easements, Lots and streets (public rights—of—way), and that the same has been surveyed and staked on the ground as shown

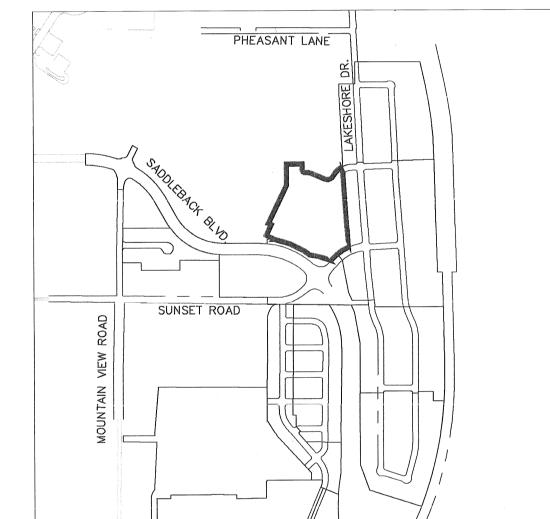
Date: September 9, 2020



BOUNDARY DESCRIPTION

Beginning at a point that lies North 00°16'05" East along the section line 372.47 feet and West 9.15 feet from the Southwest Corner of Section 36, Township 1 South, Range 4 West Salt Lake Base and Meridian, said Southwest Corner established North 00°51'16" East 304.93 feet from the 1985 Tooele County Dependent Resurvey Witness Corner (Stamped 1983), (basis of bearing being North 00°16'05" East between the Southwest Corner and the West Quarter Corner of Section 36, Township 1 South, Range 4 West, SLB&M), and running thence North 25°28'45" East 120.24 feet; thence North 64°31'15" West 32.50 feet; thence North 25°28'45" East 435.85 feet; thence North 00°15'53" East 223.01 feet; thence South 89°44'07" East 160.00 feet; thence South 00°15'53" West 67.50 feet; thence southeasterly along the arc of a 20.00 foot radius tangent curve to the left, through a central angle of 90°00'00" a distance of 31.42 feet (chord bearing S 44°44'07" E, chord length 28.28'); thence South 89°44'07" East 30.05 feet; thence easterly along the arc of a 130.00 foot radius tangent curve to the right, through a central angle of 22°33'56" a distance of 51.20 feet (chord bearing S 78°27'10" E, chord length 50.87'); thence South 67°10'12" East 151.18 feet; thence easterly along the arc of a 70.00 foot radius tangent curve to the left, through a central angle of 84°03'05" a distance of 102.69 feet (chord bearing N 70°48'16" E, chord length 93.72'); thence northeasterly along the arc of a 230.00 foot radius reverse curve to the right, through a central angle of 34°35'39" a distance of 138.87 feet (chord bearing N 46°04'33" E, chord length 136.77') to the northwest corner of Pastures at Saddleback P.U.D. Plat 3 as recorded in the office of the Tooele County recorder as Entry No. 439192; thence along the west line of said Plat 3 the following two (2) courses and distances: 1) South 02°05'40" East 121.40 feet and 2) South 04°10'12" East 717.60 feet to the north line of Pastures at Saddleback P.U.D. Plat 9 as recorded in said office as Entry No. 490115; thence along said north line the following seven (7) courses and distances: 1) southwesterly along the arc of a 550.00 foot radius non-tangent curve to the left, through a central angle of 23°54'26" a distance of 229.49 feet (chord bearing S 53°02'42" W, chord length 227.83'), 2) North 71°54'38" West 139.25 feet, 3) North 81°36'41" West 93.53 feet, 4) North 52°57'33" West 79.46 feet, 5) North 63°28'04" West 158.91 feet, 6) North 73°58'36" West 158.91 feet and 7) North 84°29'08" West 20.99 feet; thence North 25°28'45" East 6.55 feet; thence North 60°49'15" West 80.17 feet to the point of

Containing 589,509 square feet or 13.533 acres, 41 lots, 2 open space parcels, and 4 streets.



1.) The street monuments shown hereon are to be set as a part of any road construction done subsequent to the recording of this plat.

2.) All Rear Lot corners will be located and marked on the ground with a 5/8"x24" rebar with a plastic cap labeled "BINGHAM ENG". Front Lot corners shall be marked with a rivet or nail placed in the top back of curb at the extension of the side lot lines.

3.) Record dimensions are shown in brackets [].

TYPICAL SETBACK & PUE DETAILS

