PASTURES AT SADDLEBACK P.U.D. PLAT 2

A SUBDIVISION, AMENDING AND VACATING A PORTION OF LOT 1, KONE SUBDIVISION AMENDMENT NO. 1. LOCATED IN THE WEST HALF OF SECTION 1, THE EAST HALF OF SECTION 2, THE NORTHWEST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN, LAKE POINT, TOOELE COUNTY, UTAH

Lot Street Address

201 3044 N COBBLEROCK RD

203 3008 N BUCKHORN RD

204 2978 N BUCKHORN RD

205 7952 N BUCKHORN RD

206 2938 N BUCKHORN RD

207 2920 N BUCKHORN RD

208 7902 N BUCKHORN RD

209 7888 N BUCKHORN RD

210 7870 N BUCKHORN RD

211 7850 N BUCKHORN RD

212 7832 N BUCKHORN RD

213 7816 N BUCKHORN RD

214 7800 N BUCKHORN RD

215 7786 N BUCKHORN RD

216 7710 N COBBLEROCK RD 217 7734 N COBBLEROCK RD

218 7752 N COBBLEROCK RD

219 7774 N COBBLEROCK RD

220 7802 N COBBLEROCK RD

221 7820 N COBBLEROCK RD

222 7838 N COBBLEROCK RD

223 7856 N COBBLEROCK RD

224 7876 N COBBLEROCK RD

225 7894 N COBBLEROCK RD

219 7774 N BUCKHORN RD

220 7785 N BUCKHORN RD

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 2" (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 Association (as defined herein) Parcels A. B. C. and D. 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, equestrian, and non-motorized-vehicle trails and for public and private underground utilities.
- 4. Grant and convey to the County perpetual, non-exclusive public trail easements and rights-of-way for pedestrian, and non-motorized-vehicle use over and across Parcels A, B, C and D. 5. Grant, convey, and dedicate to the County and to the Association 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, over, through, and across all areas identified on this Plat as "PUDE" ("Public Utility and Drainage Easements").

6. Grant, convey, dedicate and assign to the County and to the Association and their 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, over, through, and across the

and/or detention improvements or structures over, through, and across all areas identified on this Plat as PUDE's. 8. 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 the 15' Wide Easements.

NOTICE TO PURCHASERS

1. CC&Rs. The Lots and Parcels created by this Plat are subject to the following: (A) that certain "Declaration of Covenants, Conditions and Restrictions for Pastures at Saddleback P.U.D." dated August 19 (the "Pastures Declaration") and (B) that certain "Declaration of Covenants, Conditions and Restrictions for Water Conservation at The Pastures at Saddleback" dated August 19 (the "Pastures Office on August 19 (the "Pastures of Saddleback") and (the "Pastures of Sad "Water Declaration"). The Pastures Declaration and the Water Declaration are collectively referred to herein as the "CC&Rs". The CC&Rs specify, among other things, the manner 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 or landscaping commenced until written approval under the CC&Rs of the building, landscape, 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 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 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 and collectively with the 1998 Agreement and the First Amendment and as may be amended from time to time in the future, the "Development Agreement"). The Development 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 of Development Agreement dated AUGUST 11", 2014, and recorded AUGUST 11", 2014, as Entry No. 401896, in Book n/a, beginning at Page n/a in the Recorder's Office (the "Assignment"), the Developer has assigned all of the rights necessary or desirable under the Development Agreement to the Grantor in order for the Grantor to develop the Tract pursuant to this Plat. By signing and accepting this Plat, the County hereby consents to the Assignment. Each purchaser or Owner of Lots or Parcels in this Subdivision takes title to the Lots or Parcels with an acknowledgment that the Developer and Grantor and their successors and assigns have the right to develop the Land's 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. This Plat satisfies the requirement of Section 4(a) of the 1998 Agreement to set aside fifty percent (50%) or 20.8645 acres of the Tract (50% of 41.729 acres within the Tract) as open space by: (A) setting aside 2.40 acres within the Plat contained within Parcels A, B, C, and D and (B) as allowed pursuant to Section 7(e) of the 1998 Agreement, using 18.4645 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
- 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
- 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 Pastures Declaration governs 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.
- MINIMUM SETBACKS. The minimum setbacks from property lines for any dwelling located upon the Lots are: (A) Front Yards: a minimum of thirty feet (30'), (B) Side Yards: a minimum fifteen feet (15'), and (C) Rear Yards: a minimum of forty feet (40'). 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').
- 8. ON-SITE DRAINAGE RETENTION: PROTECTION OF DRAINAGE SWALES. All Lots shall be required to retain all storm drainage (runoff) within such Lot, without discharging upon any adjacent Lots. For Lots 230-249, a drainage retention plan for each Lot shall be required to be submitted to and approved by the County and the Association as a part of receiving a building permit for these Lots. Owner's hereby agree to not fill—in or block any drainage swales or ditches that are constructed within the PUDE's as shown on this Plat and all drainage swales and ditches which are crossed by driveways or other hard surfaces must be bridged or piped at the Owner's expense with at least an 18" diameter culvert so as to not impede the flow of water within such drainage swales or ditches.
- 9. FUTURE COLLECTOR ROAD AND ASSOCIATED EMBANKMENT/RAILROAD INFLUENCED AREA. The Developer plans to construct a future County collector road and its associated embankment and overpass (collectively, the "Collector Road") along the rear lots lines of Lots 201-210 in the location shown on Sheet 2 to the Plat. The Collector Road will be significantly elevated to connect to an overpass over the Union Pacific Railroad right-of-way (the "Railroad"). The Railroad is very active and generally used many times each day. All Lot Owners: (A) are by this reference notified of the Railroad and the proposed Collector Road, including their potential risks and potential impacts on views, noise and other impacts as may be associated therewith (in the case of the Collector Road, both during construction and when completed), and (B) hereby garee 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.

IN WITNESS WHEREOF, we have hereunto set our hands this 8th day of July _______, 2014.

Saddleback Pastures, L.C., a Utah limited liability company

STATE OF UTAH COUNTY OF TOOLE

Residing at:

The foregoing instrument was acknowledged before me this 8th day of July 2014, by Christopher F. Robinson, as the Manager of Saddleback Pastures, L.C., a Utah limited liability company.

TOOELE COUNTY SURVEYOR

My Commission Expires: Sept. 15,2016



LAKE POINT IMPROVEMENT DISTRICT

APPROVED THIS _ 10 TH JULY , A.D. 20 17

APPROVAL AS TO FORM

NORTH TOOELE FIRE DISTRICT

BOARD OF HEALTH

PASTURES AT SADDLEBACK P.U.D. PLAT 2 A SUBDIVISION, AMENDING AND VACATING A PORTION OF LOT 1, KONE SUBDIVISION AMENDMENT NO. 1. LOCATED IN THE WEST HALF OF SECTION THE EAST HALF OF SECTION 2, THE NORTHWEST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN, LAKE POINT, TOOELE COUNTY, UTAH

Date: August 19th Dtime: 3:37 p.m. Book:

BINGHAM Design:______ Drawn:___AEP 5160 Wiley Post Way, Salt Lake City, Ut 84116 Checked: JJS 801) 532-2520 www.binghamnet.com Reviewed: JRL

APPROVED THIS 874 DAY OF JULY A.D., 2014. R.O.S.#: 2014-0023-01 CHAIRMAN, TOOLE COUNTY PLANNING COMMISSION TOOELE COUNTY SURVEYOR

PLANNING COMMISSION

TOOELE COUNTY TREASURER

EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN

TOOELE COUNTY DEPT. OF ENGINEERING

248 7867 N BUCKHORN RD 249 7845 N BUCKHORN RD

Lot | Street Address 226 7914 N COBBLEROCK RD 227 7930 N COBBLEROCK RD 228 7950 N COBBLEROCK RD 230 7661 N COBBLEROCK RD 231 7685 N COBBLEROCK RD 232 7707 N COBBLEROCK RD 233 7727 N COBBLEROCK RD 234 7749 N COBBLEROCK RD 235 7775 N COBBLEROCK RD 236 7795 N COBBLEROCK RD 237 7817 N COBBLEROCK RD 238 7841 N COBBLEROCK RD 239 2034 E STONEY MTN DR 239 7869 N COBBLEROCK RD 240 2035 E STONEY MTN DR 240 7901 N COBBLEROCK RD 241 7923 N COBBLEROCK RD 242 7939 N COBBLEROCK RD 243 7957 N COBBLEROCK RD 244 2002 E SHEPARD LN 245 2038 E SHEPARD LN 245 2979 N COBBLEROCK RD 246 7915 N BUCKHORN RD 247 7885 N BUCKHORN RD

2.) Front and rear Lot corners will be located and marked on the ground with a 5/8"x24" rebar with a plastic cap labeled "BINGHAM

any road construction done subsequent to the recording of this plat.

SURVEYOR'S CERTIFICATE

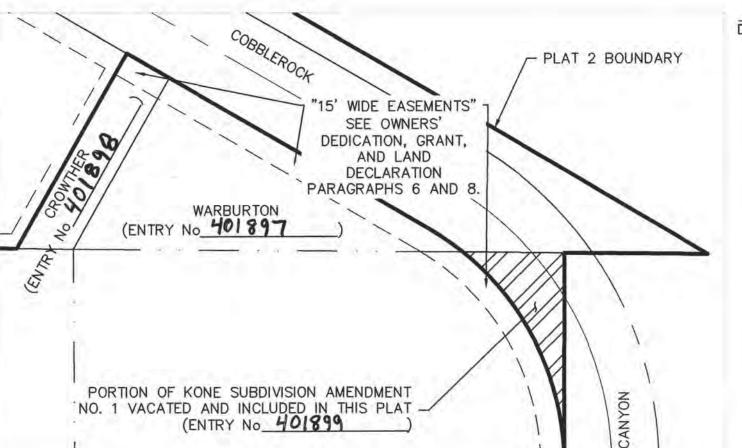
I, D. Gregg Meyers, a Professional Land Surveyor holding License No. 312770 as prescribed by the laws of the State of Utah, do hereby certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into Lots and streets (public rights-of-way), and that the same has been surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which lies North 89°24'19" West along the section line 1,889,95 feet and South 00°35'41" West 2,318.72 feet from the North Quarter Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being North 00°23'14" East between the South Quarter Corner and North Quarter Corner of Section 1. T2S, R4W) and running southerly along the arc of a 1,988.39 foot radius non-tangent curve to the left, the center of which bears South 86°13'50" East, through a central angle of 36°03'20", a distance of 1,251.27 feet more or less to the westerly right-of-way line of the Union Pacific Railroad, thence South 29°56'18" West along said right-of-way line 2,162.70 feet more or less to a point which is on the east line of Kone Subdivision Amendment No. 1 (Book 495 at Page 347) extended south, said point also lies South 11°50'09" West 90.21 feet from the Tooele County survey monument representing common corners of Sections 1, 2, 11 and 12, of the Dependent Resurvey of portions of Township 2 South, Range 4 West, Salt Lake Base and Meridian, recorded as Entry No. 365712 in Book 226 at Page 93 of official records, thence North 00°26'52" East along said line extended 91.03 feet; thence South 89°57'31" West 132.69 feet; thence northeasterly along the arc of a 170.00 foot radius non-tangent curve to the left, the center of which bears N 00°02'29" W through a central angle of 60°08'54" a distance of 178.46 feet; thence North 29°48'37" East 221.31 feet; thence North 60°11'23" West 140.54 feet to more or less to the east line of Lot 2 Kone Subdivision (Book 222 at Page 347); thence North 00°32'29" East along the east line of said Lot 2 303.42 feet to the southeast corner of Stoney Mountain Estates (Entry No. 76478 in Book 401 at Page 336); thence North 00°23'21" East along the East line of said Stoney Mountain Estates 1,574.03 feet to the Southeast corner of Thomasville Subdivision (Entry No. 068574 in Book 382 at Page 475): thence North 00°25'14" East along the east line of said subdivision and the extension thereof 399.58 feet to the center line of a public roadway known as Shepard Lane and a found Tooele County Survey monument re-establishing the West Quarter Corner of Section 1, said Township and Range, said found monument lies South 26°38'04" West 28.51 feet from said Dependent Resurvey monument representing the same west augrter corner, thence North 89°56'38" East along the center line of said Shepard Lane 427.51 feet to an intersection point with the centerline of Lakeshore Drive; thence North 22°28'45" East along said center line 450.24 feet; thence South 67°31'15" East 169.46 feet; to the POINT OF

Containing 1,817,701 Square Feet or 41.729 Acres.





DETAIL 1

NORTH TOOELE FIRE DISTRICT

Date 7/8/2014

Proj. # 5249

