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Date 08-Nov-2023 11:56AM
Fee: \$54.00 ACH
Filed By: SM
BRENDA NELSON, Recorder
MORGAN COUNTY
For: HOLLAND & HART LLP - SLC
Recorded Electronically by Simplifile

WHEN RECORDED, RETURN TO:
Anaya Gayle
Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, UT 84101

DEED RESTRICTION

This Deed Restriction ("Restriction") is made and effective as of the 24th day of October, 2023 ("Effective Date"), by Wasatch Peaks Ranch, LLC, a Delaware limited liability company ("WPR") for the benefit of Wasatch Peaks Ranch Homeowners Association, Inc., a Utah nonprofit corporation ("Association") and Wasatch Peaks Ranch Club, LLC, a Utah limited liability company ("Club", and collectively with the Association, "Benefited Parties").

Recitals

A. WPR is the record owner of certain land in Morgan County, Utah ("County"), which WPR is developing into a private planned recreational community known as "Wasatch Peaks Ranch" ("Community").

B. WPR owns certain residential subdivision lots situated within the Community and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference (each a "Lot", and collectively, "Lots").

C. Certain Lots are subject to, among other covenants, conditions, restrictions, and encumbrances of record, the following: (i) Development Agreement, dated October 30, 2019, recorded in the official records of the Morgan County Recorder, Morgan County, Utah ("Official Records") on November 7, 2019, as Entry No. 149303, as amended by the First Amendment to Development Agreement for Wasatch Peaks Ranch Resort Special District, dated November 6, 2021, and recorded in the Official Records on October 6, 2021, as Entry No. 158611 (as the same may be further amended, revised, or restated from time to time, "Development Agreement"); (ii) Open Space Management Plan, dated April 6, 2022 (as the same may be amended, revised, or restated from time to time, "OSMP"), which is not recorded and is available upon request from the person or entity tasked with enforcing the OSMP and maintaining the areas included within the Open Space Easements (as such term is defined below) ("Managing Entity"); and (iii) Wasatch Peaks Ranch Plat 3A, recorded in the Official Records on November 8, 2023, as Entry No. 164599, in Book 404, Page 811 (as the same may be amended, revised, or restated from time to time "Plat 3A").

D. As shown in Exhibit "B", attached hereto and incorporated herein by this reference, sheets 8-11 and 13-15, of Plat 3A depict certain open space easements (each an "Open Space Easement", and collectively, "Open Space Easements") encumbering certain Lots (each an "OSE Lot", and collectively, "OSE Lots"). A list of each OSE Lot with its respective Open Space Easement as designated on Plat 3A is included in Exhibit "C", attached hereto, and incorporated herein by this reference.

E. WPR desires now to fulfill its obligation pursuant to Section 4.5.3 of the Development Agreement, which requires that, prior to the sale of any Lot, WPR place a deed restriction on OSE Lots, which deed restriction must require any and all owners of OSE Lots to adhere to the provisions of the OSMP.

Covenant and Restriction

NOW THEREFORE, for good and valuable consideration, WPR hereby covenants and agrees as follows for the benefit of the Benefitted Parties:

1. Recitals. Each and all the Recitals above are incorporated herein by reference and made a part of this Restriction for all purposes.
2. Purpose. This Restriction has been executed and placed of record in the Official Records in fulfillment of WPR's obligation pursuant to Section 4.5.3 of the Development Agreement.
3. Property Encumbered. As of the date this Restriction is recorded in the Official Records, each OSE Lot subject to and encumbered by the Open Space Easement is and shall be deemed encumbered by the Open Space Easement respective to the same. Each Open Space Easement burdens its respective OSE Lot and is a covenant, or equitable servitude, as the case may be, for the benefit of the Benefitted Parties. The Open Space Easement is an easement in gross, and the benefit of the same runs only to the Benefitted Parties and to the eligible successors and assigns of the same. The burden of each Open Space Easement is appurtenant to and runs with its respective OSE Lot.
4. Managing Entity. As stated above, Managing Entity is the person or entity tasked with enforcing the OSMP and maintaining the areas included within the Open Space Easements. The Association shall be the initial Managing Entity under this Restriction. The Association may, at any time, freely assign or delegate its responsibilities as Managing Entity in whole or in part to the Club, any person, corporation, partnership, association, or other entity in accordance with the provisions of applicable law and without any requirement to enter into or record an amendment to this Restriction or any assignment or assumption of duties pursuant to this Restriction.
5. Nature of Restrictions. The OSMP is an active document that, pursuant to the Development Agreement and the OSMP itself, may be amended, revised, and restated from time to time. The purpose of the OSMP is to provide management and maintenance guidance relative to fire and the urban wildland interface, timber and forest management, grazing, recreation, scenery, viewsheds, historic and cultural resources, geology, aquatic resources, threatened and endangered species, state-listed sensitive species, other wildlife, and invasive species. Owners of each and every OSE Lot, their heirs, successors, and assigns ("Owners"), take title to their respective OSE Lot subject to this Restriction, and, therefore, subject to the OSMP. Each Owner shall strictly adhere to the OSMP. Further, Owners must exercise their best efforts to ensure that all family members, guests, contractors, permittees, tenants, invitees of such Owners also adhere to all provisions of the OSMP.
6. Owner Duty to Review. Each Owner is responsible to obtain a copy of the current OSMP from Managing Entity and thoroughly review the provisions therein as applicable to each Owner's respective Lot.
7. No Disturbance. No Owner may disturb vegetation or alter site grades in the Open Space Easements in any manner unless expressly authorized in accordance with the governing documents, as such governing documents are further defined in Plat 3A.
8. WPR Reserved Rights. WPR reserves the right, for itself, its successors and assigns, to build support facilities, drainage and flood control facilities and amenities within any designated Open

Space Easement for recreational and community service functions, provided these are consistent with the OSMP.

9. Non-Compliance with OSMP. If an Owner is found to be out of compliance with the OSMP, Managing Entity, on behalf of the Benefitted Parties, after providing Owner with (a) written notice of such failure to comply, and (b) a 10-day period in which to cure such failure to comply, has the authority to enforce against Owner, by any legal or equitable means, the terms and conditions stated in the OSMP. In the event Managing Entity determines that immediate action is required to prevent imminent harm to the Open Space Easement or to other designated open space in the Community, there is no requirement to give such Owner written notice or an opportunity to cure before Managing Entity may, without obligation, take immediate corrective action or intervene to enforce the terms and provisions of the OSMP, and all costs incurred (which shall include attorney fees and expenses) to take such immediate corrective action or to intervene shall be immediately due and payable by Owner and be paid upon demand.

10. Enforceability. This Restriction constitutes an enforceable restriction, shall not be subordinated, and shall survive any foreclosure proceeding. If this Restriction is violated, the Community and the Benefitted Parties, will be irreparably damaged unless the Restriction is enforced. In the event of a violation of this Restriction (which is not cured by Owner within the applicable cure period), any Benefitted Party may institute and prosecute a proceeding to enforce the Restriction, enjoin the continuing violation, and exercise any other rights and remedies provided by law or equity. If an enforcement action is initiated and the Benefitted Party prevails or Benefitted Parties prevail, the party or parties that initiated such action shall be entitled to costs and attorney's fees from the Owner of the OSE Lot and an order requiring that the OSE Lot be brought into and remain in conformity with the OSMP.

11. Appurtenance and Amendment. This Restriction is binding upon the successors, assigns, and beneficiaries of WPR, the Benefitted Parties, and all subsequent Owners. This Restriction may be amended from time to time, to the extent such amendment is warranted pursuant to an amendment of Plat 3A or a boundary line adjustment affecting one or more of the Lots. Upon the termination of any Open Space Easement this Restriction shall automatically terminate without need for any other documentation, notice, or recorded document. Owner shall cooperate with Managing Entity to amend the Restriction (to bring it into compliance with the intent of the same) and to terminate the Restriction, as required.

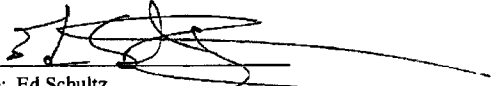
[Signature pages follow]

IN WITNESS WHEREOF this Deed Restriction is executed as of the date last written below.

WPR:

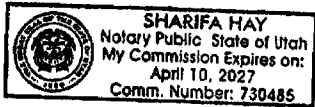
WASATCH PEAKS RANCH, LLC,
a Delaware limited liability company

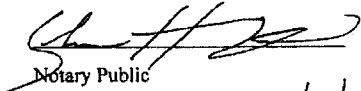
By: Wasatch Peaks Ranch Management, LLC,
its Manager

By: 
Name: Ed Schultz
Its: Authorized Officer

STATE OF UTAH)
) ss.
County of Salt Lake City)

This instrument was acknowledged before me on October 24, 2023, by Ed Schultz, as Authorized Officer of Wasatch Peaks Ranch Management, LLC, manager of Wasatch Peaks Ranch, LLC.



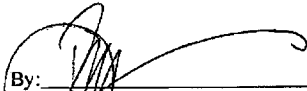

Notary Public
My Commission Expires: 04/10/2027

[Signature Page to Plat 3A Deed Restriction]

The Association has executed this Deed Restriction as of the date indicated below to acknowledge the same and to assert and affirm that the Association is tangibly benefitted by this Deed Restriction.

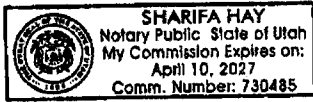
ASSOCIATION:

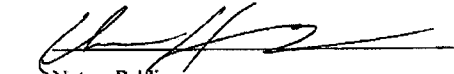
WASATCH PEAKS RANCH HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation

By: 
Name: Brian Nestoroff
Its: Vice President

STATE OF UTAH)
) ss.
County of Salt Lake City)

This instrument was acknowledged before me on October 24, 2023, by Brian Nestoroff, as Vice President of Wasatch Peaks Ranch Homeowners Association, Inc.



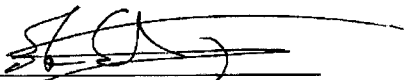

Notary Public
My Commission Expires: 04/10/2027

[Signature Page to Plat 3A Deed Restriction]

The Club has executed this Deed Restriction as of the date indicated below to acknowledge the same and to affirm that the Club is tangibly benefitted by this Deed Restriction.

CLUB:

WASATCH PEAKS RANCH CLUB, LLC,
a Utah limited liability company

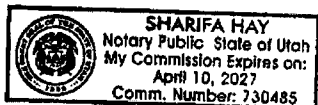
By: 
Name: Ed Schultz
Its: Managing Director

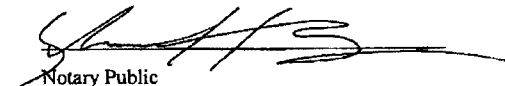
STATE OF UTAH)

) ss.

County of Salt Lake City

This instrument was acknowledged before me on October 24, 2023, by Ed Schultz, as Managing Director of Wasatch Peaks Ranch Club, LLC




Notary Public
My Commission Expires: 04/10/2027

[Signature Page to Plat 3A Deed Restriction]

Exhibit "A"

Legal Description of the Encumbered Property

Lots D45, D47 – D49, D51 – D54, D56, D59, D60, F1, F2, G3, G4, Parcel 9, and Parcel 10, Wasatch Peaks Ranch according to Wasatch Peaks Ranch Plat 3A recorded in the Official Records on November 8, 2023, as Entry No. 164599, in Book 404, Page 811.

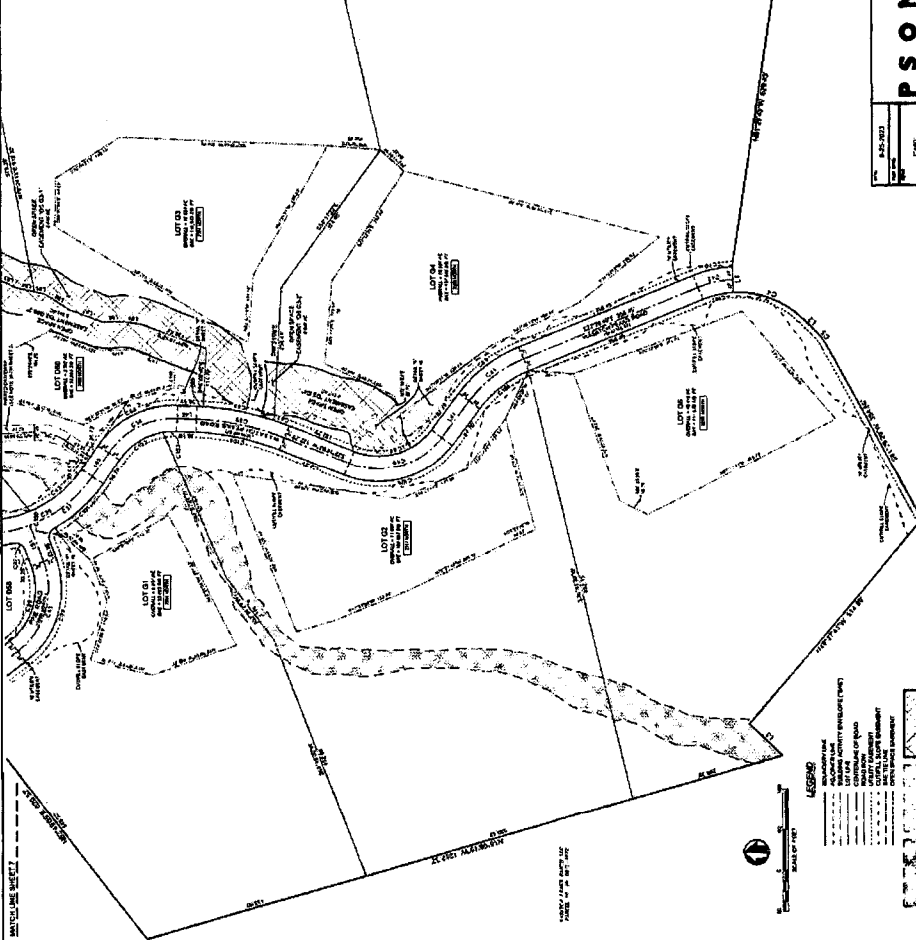
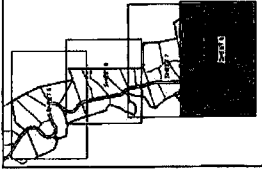
More commonly known by the following addresses and Parcel Nos.:

Lot	Address	Parcel No.
D45	2836 N Wasatch Peaks Road	<u>00-0092-5759</u>
D47	2804 N Wasatch Peaks Road	<u>00-0092-5761</u>
D48	2771 N Wasatch Peaks Road	<u>00-0092-5762</u>
D49	2736 N Wasatch Peaks Road	<u>00-0092-5763</u>
D51	2652 N Wasatch Peaks Road	<u>00-0092-5765</u>
D52	2638 N Wasatch Peaks Road	<u>00-0092-5766</u>
D53	2586 N Wasatch Peaks Road	<u>00-0092-5767</u>
D54	2548 N Wasatch Peaks Road	<u>00-0092-5768</u>
D56	2502 N Wasatch Peaks Road	<u>00-0092-5770</u>
D59	2466 N Wasatch Peaks Road	<u>00-0092-5773</u>
D60	2406 N Wasatch Peaks Road	<u>00-0092-5774</u>
F1	2458 N Wasatch Peaks Road	<u>00-0092-5775</u>
F2	2516 N Wasatch Peaks Road	<u>00-0092-5776</u>
G3	2374 N Wasatch Peaks Road	<u>00-0092-5779</u>
G4	2308 N Wasatch Peaks Road	<u>00-0092-5780</u>
PARCEL 9		<u>00-0092-5782</u>
PARCEL 10		<u>00-0092-5783</u>

Exhibit "B"

Depiction of Open Space Easements from Wasatch Peaks Plat 3A Sheets 8-11

WASATCH PEAKS BANCH PLAT 3A
 LOCATED IN THE SW 1/4 SEC 17 AND THE N 1/2 SEC 14,
 TOWNSHIP 40N, RANGE 08E, CO. 08 R 04
 MORGAN COUNTY, UTAH



NOTE:
 THESE LOTS, DIMENSIONS, CORNER ELEVATIONS AND UTILITIES
 INFORMATION ARE TO BE USED FOR RECORDING PURPOSES ONLY
 AND ARE NOT TO BE CONSIDERED A GUARANTEE OF ACCURACY
 THE PURVEYOR IS NOT RESPONSIBLE FOR ANY
 UNDISCOVERED UTILITIES, ERECTION OF UTILITY
 STRUCTURES OR FOR ANY OTHER INFORMATION NOT SHOWN
 ON THIS PLAN

SCALE OF 1" = 40' 0"

LEGEND:
 BOUNDARY LINE
 UNDEVELOPED AREA
 EXISTING UTILITY
 PROPOSED UTILITY
 EXISTING ROAD
 PROPOSED ROAD
 EXISTING LOT CENTERLINE
 PROPOSED LOT CENTERLINE
 EXISTING UTILITY ELEVATION
 PROPOSED UTILITY ELEVATION



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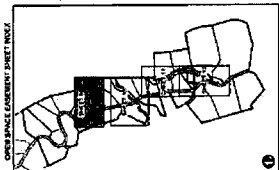
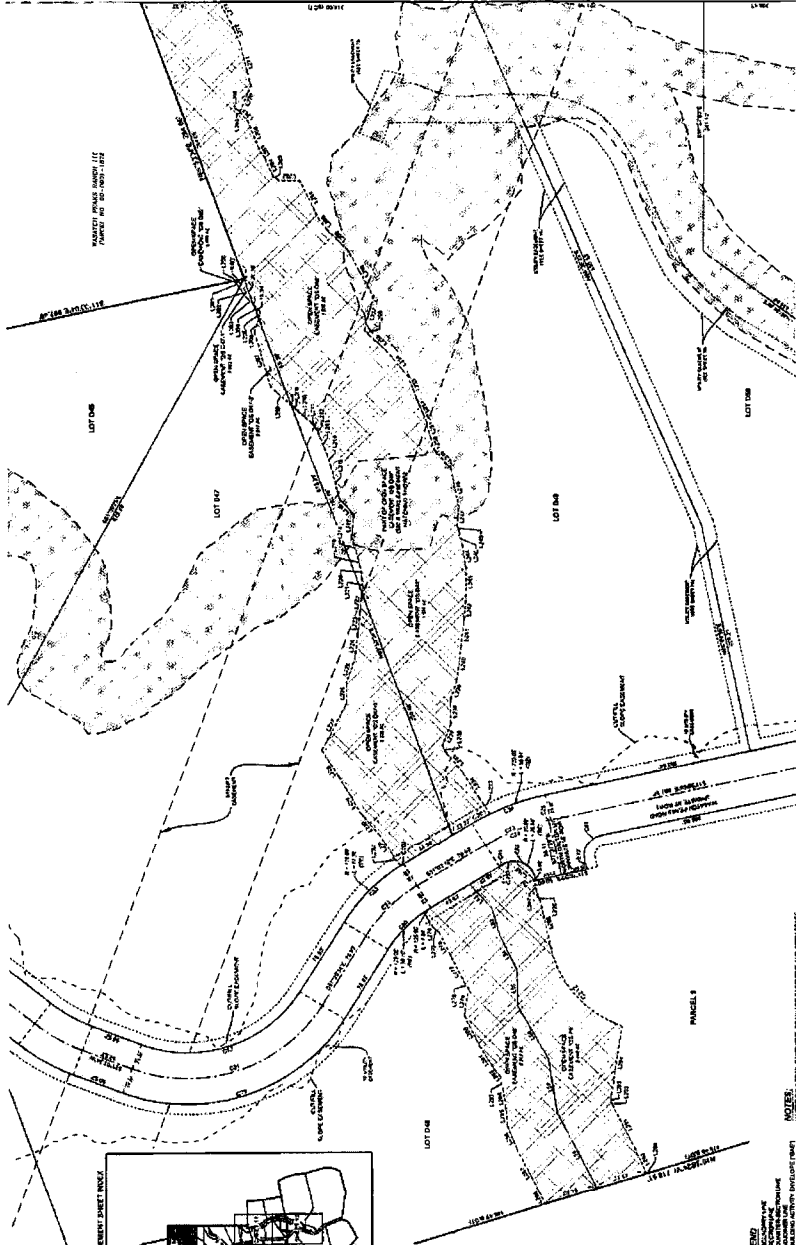
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WALSATCH PEAKS BANCH PLAT 3A
LOCATED IN THE SW 1/4, SEC 17 AND THE W 1/2, SEC 14,
TOWNSHIP 1 NORTH, RANGE 7 EAST, S8 & 4 M
MORNING COUNTY, UTAH



LEGEND
SOLID LINE: BOUNDARY LINE
DASHED LINE: EASEMENT
DOTTED LINE: UNDEVELOPED PROPERTY
THICK DASHED LINE: BOUNDARY OF PLAT
THIN DASHED LINE: BOUNDARY OF SECTION
THIN SOLID LINE: BOUNDARY OF QUARTER SECTION
THIN DOTTED LINE: BOUNDARY OF 1/4 ACRES
THIN DOTTED LINE: BOUNDARY OF 1/2 ACRES
THIN DOTTED LINE: BOUNDARY OF 1/4 SECTION
THIN DOTTED LINE: BOUNDARY OF 1/2 SECTION
THIN DOTTED LINE: BOUNDARY OF 1/4 SECTION
THIN DOTTED LINE: BOUNDARY OF 1/2 SECTION

NOTES
1. THIS PLAT IS A FINAL SUBDIVISION OF LAND AND IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES, AND REGULATIONS.
2. THE PLAT IS SUBJECT TO ALL APPLICABLE EASEMENTS, RIGHTS, AND INTERESTS.
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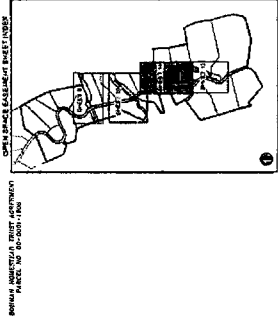
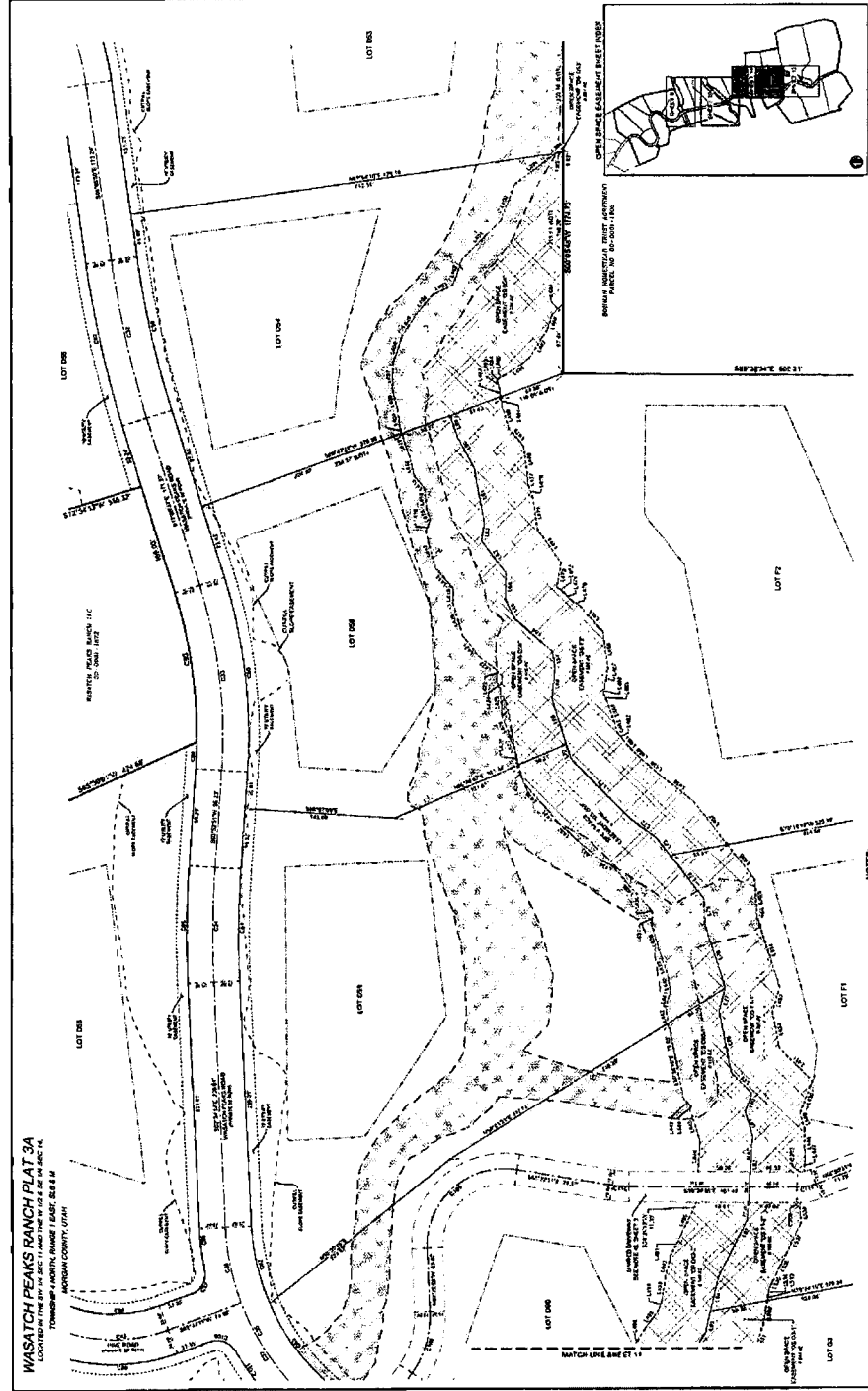


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BY: [Signature]
BOOK: [Blank]
PAGE: [Blank]
SHEET: 8 OF 21
PROJECT: [Blank]

PSOMAS
1000 South 1000 East, Salt Lake City, UT 84143
801-467-1234
www.psomas.com

FORMAL NOTICED FIRST ACQUIRED
PROJECT NO. 001-1008
SECTION 17N 74E 14S

WASATCH PEAKS RANCH PLAT 2A
CONTAINING THE DIVISION AND LOTS WITHIN THE RANCH PLAT
TOWNSHIP 4 NORTH, RANGE 7 EAST, SECS 8 & 9
MORONG COUNTY, UTAH



NOTICE: THIS DOCUMENT REPRESENTS CURRENT AND CORRECT INFORMATION AS OF THE DATE OF RECORDING. IT IS THE RESPONSIBILITY OF THE RECORDER TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED. THE RECORDER DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED.

RECORDED # _____
DATE _____
PAGE _____
BOOK _____
SHEET _____ OF _____

PLAT # _____
SHEET # _____

NAME	ADDRESS	PHONE	EMAIL
_____	_____	_____	_____
_____	_____	_____	_____

PSOMAS
1150 South Main Street, Suite 200
Salt Lake City, UT 84143
(801) 373-7111 (TOLL FREE) (801) 378-3344 (TDD)

LEGEND

- Solid line: PROPERTY BOUNDARY
- Dashed line: UNASSIGNED RIGHTS
- Dotted line: UNASSIGNED RIGHTS
- Double solid line: EASEMENT
- Double dashed line: EASEMENT
- Double dotted line: EASEMENT
- Thin solid line: RIGHT OF WAY
- Thin dashed line: RIGHT OF WAY
- Thin dotted line: RIGHT OF WAY

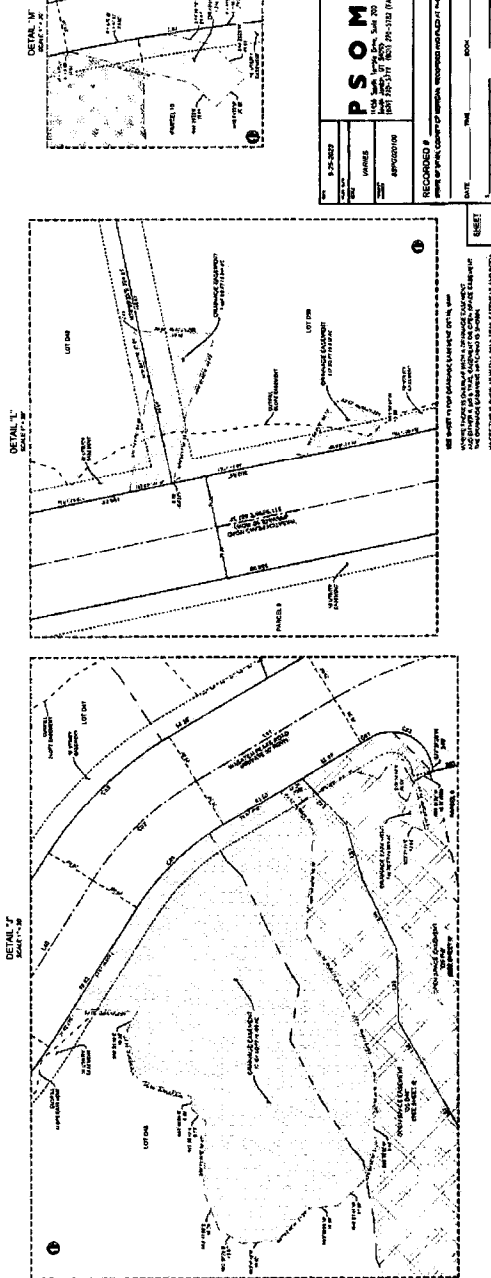
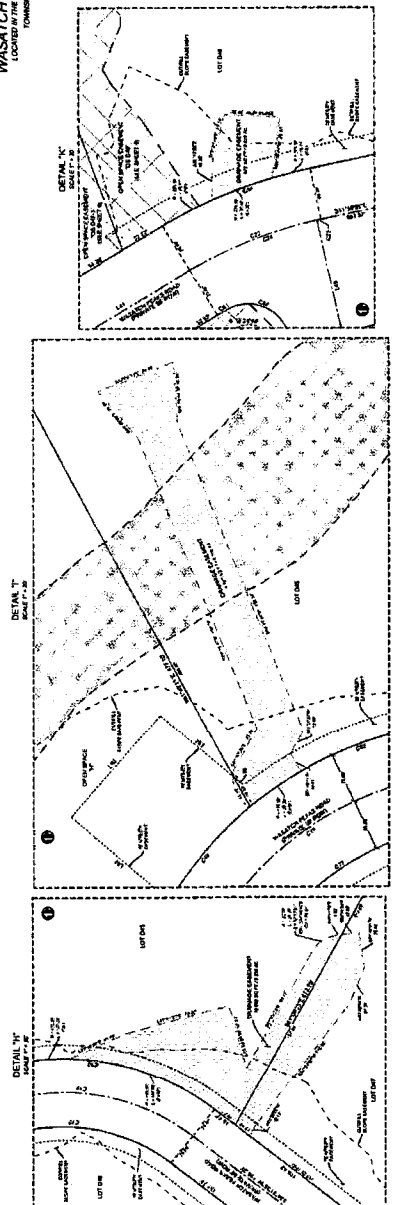
SCALE OF FEET

WASATCH PEAKS RANCH PLAT 3A
 LOCATED IN THE SW 1/4 SEC. 17 AND THE W 1/2 SEC. 18
 TOWNSHIP 4 NORTH, RANGE 16 EAST, S.B. 2. M.
 SUTTER COUNTY, CALIF.

LEGEND

- SECTION LINE
- SECTION CORNER
- PROPERTY LINE
- LOT LINE
- STREET
- APPROACH TO ROAD
- APPROACH TO DRIVE
- APPROACH TO ALLEY
- APPROACH TO DRIVEWAY
- APPROACH TO WALKWAY
- APPROACH TO SIDEWALK
- APPROACH TO RAMP
- APPROACH TO BRIDGE
- APPROACH TO TUNNEL
- APPROACH TO UNDERPASS
- APPROACH TO OVERPASS
- APPROACH TO ELEVATED ROAD
- APPROACH TO ELEVATED DRIVE
- APPROACH TO ELEVATED ALLEY
- APPROACH TO ELEVATED DRIVEWAY
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SCALE OF FEET
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PSOMAS

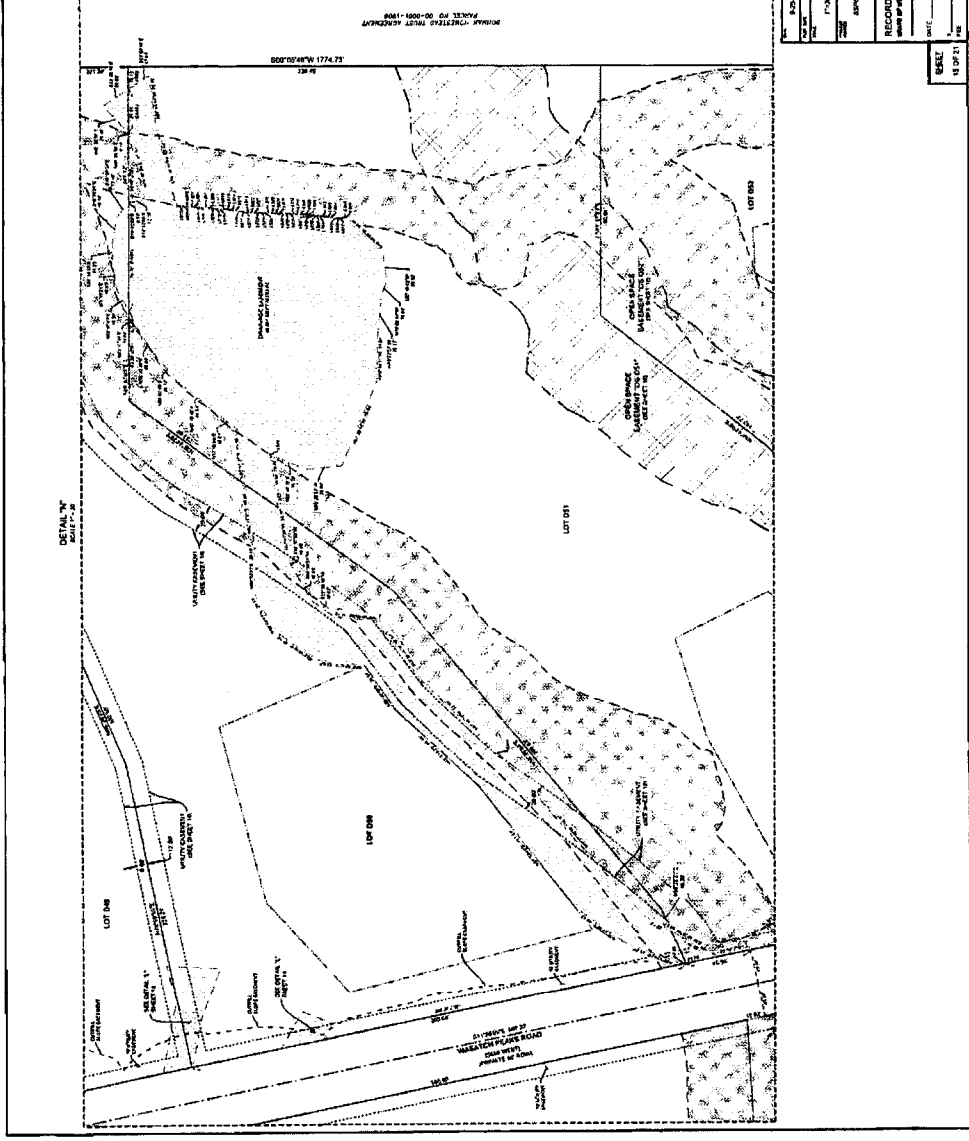
REGISTERED PROFESSIONAL SURVEYOR

NO. 123456789
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 BOOK: _____ PAGE: _____

RECORDED IN _____ COUNTY RECORDS

NOTE: THIS PLAT IS SUBJECT TO ALL RECORDS OF RECORDS IN THE PUBLIC RECORDS OF SUTTER COUNTY, CALIFORNIA, AND TO ALL RECORDS OF RECORDS IN THE PUBLIC RECORDS OF ADJACENT COUNTIES, CALIFORNIA, AND TO ALL RECORDS OF RECORDS IN THE PUBLIC RECORDS OF ADJACENT STATES, CALIFORNIA, AND TO ALL RECORDS OF RECORDS IN THE PUBLIC RECORDS OF ADJACENT COUNTRIES, CALIFORNIA.

WASATCH PEAKS RANCH PLAT 3A
 LOCATED IN THE SW 1/4 SEC 16 AND THE W 1/2 & SE 1/4 SEC 14,
 TOWNSHIP 42N RANGE 120E COUNTY 25E STATE OF UTAH



E 164610 B 404 P 926

P S O M A S	
REGISTERED REALTOR 315 WEST 100 SOUTH SALT LAKE CITY, UTAH 84111	RECORDING 1750 SALT LAKE COUNTY, UTAH
RECORDED IN THE PUBLIC RECORDS OF SALT LAKE COUNTY UTAH ON THE _____ DAY OF _____ 20____ AT _____ O'CLOCK _____ M.	
PREPARED BY: _____ TITLE: _____	
DRAWN BY: _____	
CHECKED BY: _____	
APPROVED BY: _____	

36x18
 1/8 DWT 1

Exhibit "C"

List of Each Lot With Its Respective Open Space Easement

Designations listed below are as indicated on Wasatch Peaks Plat 3A, recorded in the Official Records on November 8, 2023, as Entry No. 164599, Book 404, Page 811.

Lot Designation	Open Space Easement Designation
D45	OS D45
D47	OS D47-1, OS 47-2, OS 47-3
D48	OS D48
D49	OS D49
D51	OS D51
D52	OS D52
D53	OS D53
D54	OS D54
D56	OS D56
D59	OS D59
D60	OS D60-1, OS D602
F1	OS F1-1, OS F1-2
F2	OS F2
G3	OS G3-1, OS G3-2
G4	OS G4
PARCEL 9	OS P-9
PARCEL 10	OS P-10