

ENT 37945:2024 PG 1 of 8
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Jun 07 02:52 PM FEE 40.00 BY KR
RECORDED FOR Backman Orem
ELECTRONICALLY RECORDED

WHEN RECORDED, RETURN TO:

Lennar Homes of Utah, LLC
Attn: Steven Jackson
111 E Segoe Lily Drive, Suite 150
Sandy, UT 84070

Tax Parcel ID Nos:
Part of Parcels 58-041-0290 & 58-041-0282

WARRANTY DEED

SARATOGA 262 PARTNERS, LLC, a Utah limited liability company (“**Grantor**”), hereby conveys and warrants against to LENNAR HOMES OF UTAH, LLC, a Delaware limited liability company, with an address of 111 E Segoe Lily Drive, Suite 150, Sandy, Utah 84070 (“**Grantee**”), for the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, the following described parcel of real property in Utah County, Utah (the “**Property**”), to wit:

SEE EXHIBIT A HERETO.

SUBJECT ONLY TO the items listed on EXHIBIT C hereto.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be signed effective June 6, 2024.

GRANTOR:

SARATOGA 262 PARTNERS, LLC, a Utah limited liability company

By: *Larry Myler*
Name: Larry Myler
Title: Manager

State of Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 6th day of June, 2024, by Larry Myler, as Manager of Saratoga 262 Partners, LLC, a Utah limited liability company.

Candida W Sua-Filo
Notary Public

My commission expires: 02/26/2026
Residing at: PHUT

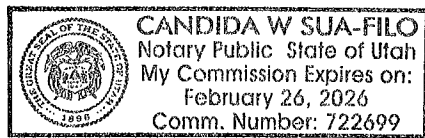


EXHIBIT A**Legal Description of the Property****BRIXTON PARK PLAT B PHASE 7 LENNAR 44 LOTS**

A PORTION OF PROPOSED BRIXTON PARK PLAT B PHASE 7, BEING A PORTION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, CITY OF SARATOGA SPRINGS, UTAH COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF BRIXTON PARK PLAT A, PHASE 1 SUBDIVISION, FILED IN THE UTAH COUNTY RECORDER'S OFFICE AUGUST 30, 2023, ENTRY NUMBER 57186-2023, MAP NUMBER 18899, SAID POINT BEING 1047.92 FEET SOUTH 89°50'07" EAST ALONG THE QUARTER SECTION LINE AND 868.75 FEET ALONG SAID WESTERLY BOUNDARY SOUTH 00°00'00" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 34; RUNNING THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY SOUTH 00°00'00" EAST, 541.45 FEET; THENCE NORTH 90°00'00" WEST, 73.32 FEET; THENCE SOUTH 73°51'00" WEST, 167.36 FEET; THENCE SOUTH 58°38'14" WEST, 58.03 FEET; THENCE NORTH 32°18'00" WEST, 67.59 FEET; THENCE SOUTH 57°42'00" WEST, 59.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 77°18'00" WEST, 21.21 FEET); THENCE SOUTH 57°42'00" WEST, 235.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 12°42'00" WEST, 21.21 FEET); THENCE SOUTH 57°42'00" WEST, 77.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 77°18'00" WEST, 21.21 FEET); THENCE SOUTH 57°42'00" WEST, 70.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 12°42'00" WEST, 21.21 FEET); THENCE SOUTH 57°42'00" WEST, 59.00 FEET; THENCE SOUTH 32°18'00" EAST, 85.00 FEET; THENCE SOUTH 57°42'00" WEST, 28.23 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 11.32 FEET, THROUGH A CENTRAL ANGLE OF 32°25'34" (CHORD BEARS SOUTH 73°54'47" WEST, 11.17 FEET); THENCE NORTH 89°52'26" WEST, 573.66 FEET TO THE BEGINNING OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 7.68 FEET, THROUGH A CENTRAL ANGLE OF 01°15'23" (CHORD BEARS NORTH 89°14'45" WEST, 7.68 FEET); THENCE NORTH 00°07'34" EAST, 65.96 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 10.79 FEET, THROUGH A CENTRAL ANGLE OF 41°13'46" (CHORD BEARS NORTH 20°29'19" WEST, 10.56 FEET) TO THE BEGINNING OF A 61.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 144.71

FEET, THROUGH A CENTRAL ANGLE OF 134°49'19" (CHORD BEARS NORTH 26°18'27" EAST, 113.56 FEET); THENCE NORTH 21°35'58" WEST, 67.71 FEET; THENCE NORTH 57°42'00" EAST, 103.56 FEET; THENCE SOUTH 32°18'00" EAST, 24.19 FEET; THENCE NORTH 57°42'00" EAST, 174.00 FEET; THENCE SOUTH 32°18'00" EAST, 0.45 FEET; THENCE NORTH 57°42'00" EAST, 105.00 FEET; THENCE SOUTH 32°18'00" EAST, 27.31 FEET; THENCE NORTH 57°42'00" EAST, 361.00 FEET; THENCE SOUTH 32°18'00" EAST, 7.44 FEET; THENCE NORTH 57°42'00" EAST, 140.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PROPOSED GLAMBERT LANE; THENCE ON SAID WESTERLY RIGHT OF WAY LINE NORTH 32°18'00" WEST, 142.86 FEET; THENCE NORTH 70°10'02" EAST, 60.42 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED GLAMBERT LANE; THENCE ON SAID EASTERLY RIGHT OF WAY LINE NORTH 32°18'00" WEST, 76.96 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH 12°42'00" EAST, 21.21 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF PROPOSED FREMONT STREET; THENCE ON SAID SOUTHERLY RIGHT OF WAY LINE NORTH 57°42'00" EAST, 210.00 FEET TO THE BEGINNING OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 23.56 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS SOUTH 77°18'00" EAST, 21.21 FEET) TO THE WESTERLY RIGHT OF WAY LINE OF PROPOSED CHOKECHERRY STREET; THENCE ON SAID WESTERLY RIGHT OF WAY LINE SOUTH 32°18'00" EAST, 77.18 FEET; THENCE NORTH 73°49'11" EAST, 61.41 FEET; THENCE NORTH 90°00'00" EAST, 320.71 FEET TO THE POINT OF BEGINNING.

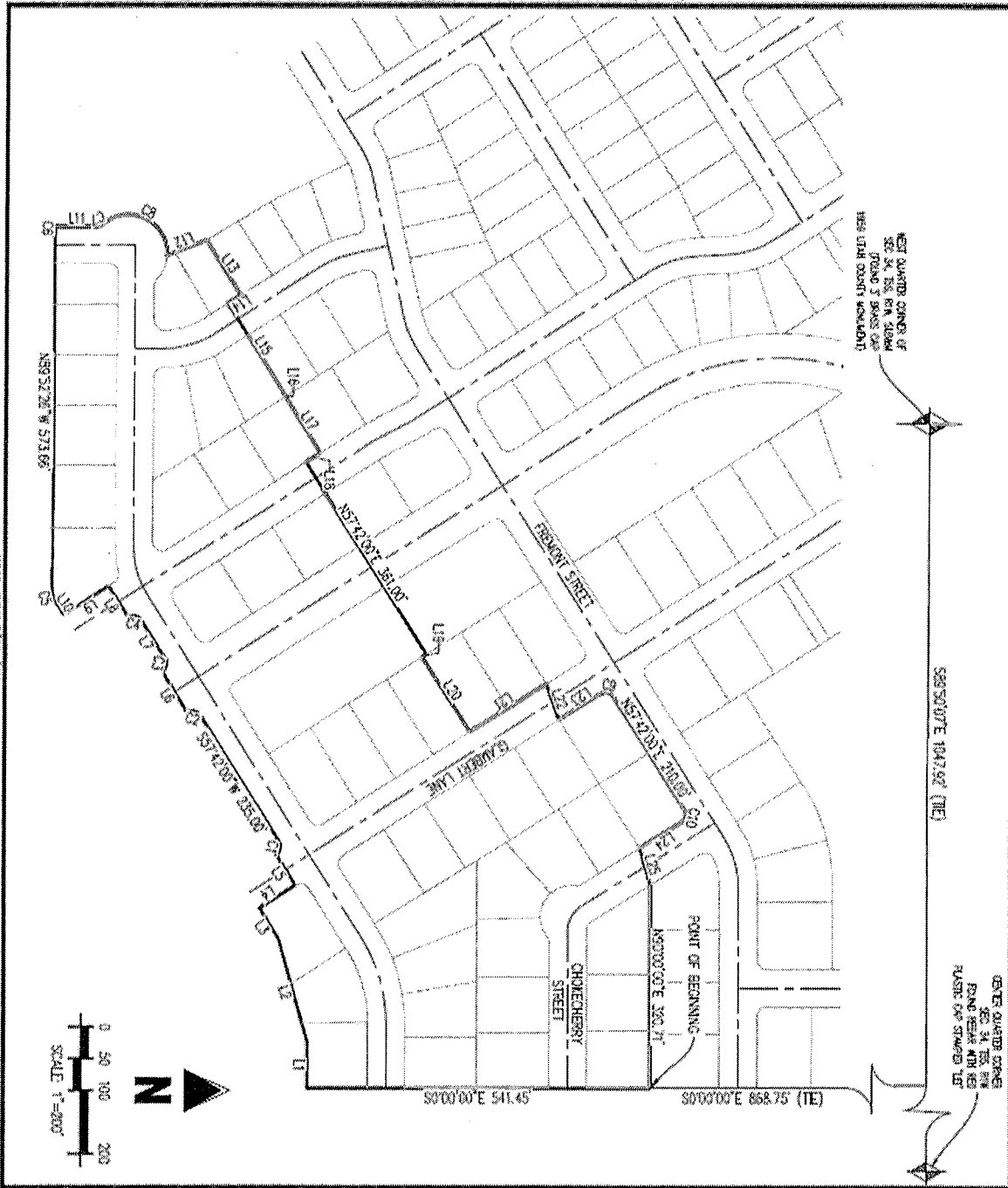
PARCEL CONTAINS 658,619 SQ. FT. OR 15.120 ACRES, MORE OR LESS.

EXHIBIT B IS ATTACHED HERETO AND IS ONLY INTENDED TO DEPICT EXHIBIT A - LEGAL DESCRIPTION. IN THE EVENT THAT EXHIBIT A CONTAINS AN AMBIGUITY, EXHIBIT B MAY BE USED TO RESOLVE SAID AMBIGUITY.

PREPARED FOR AND ON BEHALF OF GALLOWAY
BY TODD W. OSBORN, PLS# 4938746

EXHIBIT B

Depiction of the Property



BRIXTON PARK PLAT B PHASE 7
LENAR 44 LOTS

Project No:	STP00001.10
Drawn By:	GJS
Checked By:	TWO
Date:	06/09/2024

Galloway

101 N. Oak Street, Ste. 100
Houston, TX 77002
281.240.5400
galloway@texas.com

PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L1	N90°00'00"W	73.32
L2	S73°51'00"W	167.36
L3	S58°38'14"W	58.03
L4	N32°18'00"W	67.59
L5	S57°42'00"W	58.00
L6	S57°42'00"W	77.00
L7	S57°42'00"W	70.00
L8	S57°42'00"W	58.00
L9	S32°18'00"E	85.00
L10	S57°42'00"W	28.23
L11	N0°07'34"E	65.86
L12	N21°35'58"W	67.71
L13	N57°42'00"E	103.56

PARCEL LINE SEGMENT TABLE		
LINE TAG #	BEARING	LENGTH (FT)
L14	S32°18'00"E	24.19
L15	N57°42'00"E	174.60
L16	S32°18'00"E	0.45
L17	N57°42'00"E	105.60
L18	S32°18'00"E	27.31
L19	S32°18'00"E	7.44
L20	N57°42'00"E	140.00
L21	N32°18'00"W	142.86
L22	N70°10'02"E	60.42
L23	N32°18'00"W	76.96
L24	S32°18'00"E	77.18
L25	N73°49'11"E	61.41

PARCEL CURVE SEGMENT TABLE					
CURVE TAG #	DELTA	LENGTH (FT)	RADIUS (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	90°00'00"	23.56	15.00	N77°18'00"W	21.21
C2	90°00'00"	23.56	15.00	S12°42'00"W	21.21
C3	90°00'00"	23.56	15.00	N77°18'00"W	21.21
C4	90°00'00"	23.56	15.00	S12°42'00"W	21.21
C5	32°25'34"	11.32	20.00	S73°54'47"W	11.17
C6	1°15'23"	7.88	350.00	N89°14'45"W	7.68
C7	41°13'46"	10.79	15.00	N20°29'19"W	10.56
C8	134°49'19"	144.71	61.50	N26°18'27"E	113.56
C9	90°00'00"	23.56	15.00	N12°42'00"E	21.21
C10	90°00'00"	23.56	15.00	S77°18'00"E	21.21

BRIXTON PARK PLAT B PHASE 7
LENAR 44 LOTS

Project No:	STP00001,10
Drawn By:	GJS
Checked By:	TWO
Date:	05/09/2024



1991 U.S. By Curve Data Table
 Plot Date: 05/11/2024
 300,000,000
 Galloway Survey

EXHIBIT C

Permitted Exceptions

1. Lien of taxes, not yet due and payable:

Year: 2024

Parcel No.: 58-041-0290

Prior year: 2023 Paid (Under Parcel No. 58-041-0285)

2. Lien of taxes, not yet due and payable:

Year: 2024

Parcel No.: 58-041-0282

3. The land described herein is located within the boundaries of Saratoga Springs City and is subject to any assessments levied thereby.

4. The land described herein is located in the boundaries of the Central Utah Water Conservancy District, and the Utah Valley Dispatch Special Service District, and Saratoga Springs City Development and Renewal Agency District, and is subject to any assessments levied thereby.

5. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law" as reserved in the patent from the United States of America:

Recorded: August 31, 1916

Entry No.: 5316

Book/Page: 640/69

6. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law" as reserved in the patent from the United States of America:

Recorded: April 23, 1919

Entry No.: 3646:1919

Book/Page: 189/141

7. The terms and conditions of that certain Quit Claim Deed:

Recorded: November 24, 1953

Entry No.: 12873

Book/Page: 640/69

8. Easement, and the terms and conditions thereof:

In Favor of: Utah Power & Light

Purpose: A perpetual easement and right of way for the erection operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and telephone circuits of the Grantee and guy anchors and 4 poles, with the necessary guys, stubs, crossarms braces and other attachments affixed thereto.

Recorded: September 4, 1964

Entry No.: 13458

Book/Page: 984/238

9. Annexation and Development Agreement (Canyon Ridge – a Fieldstone Homes Project), and the terms and conditions thereof:

Between: City of Saratoga Springs
And: Fieldstone Canton Ridge Park, LLC
And: Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership
Recorded: September 4, 2019
Entry No.: 86039:2019

Annexation and Development Agreement
Recorded: September 4, 2019
Entry No.: 86039:2019

Amendment No. 1 to Annexation and Development Agreement:
Recorded: September 2, 2020
Entry No.: 133500:2020

10. Terms, provisions, covenants, conditions and restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions, but omitting any covenant, condition or restrictions, if any based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons:

Recorded: December 2, 2021
Entry No.: 200818:2021

Contains provision for continuing assessment liens, compliance should be checked by contacting the homeowners association.

11. The terms and conditions of that certain Rushton West Annexation and Development Agreement:
Recorded: March 7, 2022
Entry No.: 28616:2022

12. The terms and conditions of that certain Temporary Turnaround Easement:
Recorded: July 28, 2022
Entry No.: 84816:2022

13. The terms and conditions of that certain Temporary Access and Construction Easement Agreement:
Recorded: September 9, 2022
Entry No.: 99241:2022