

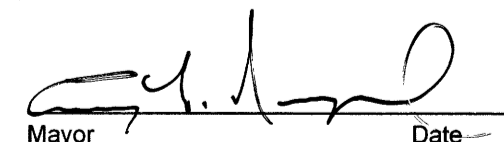
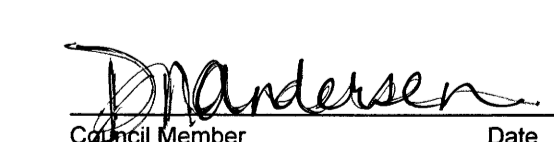
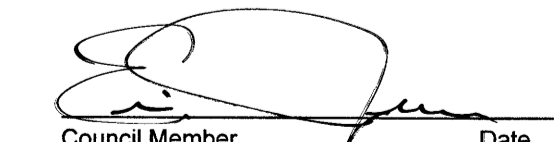
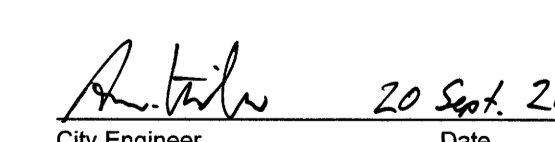
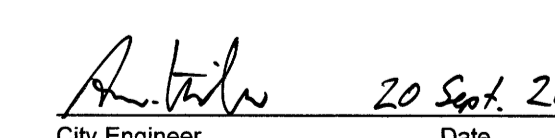
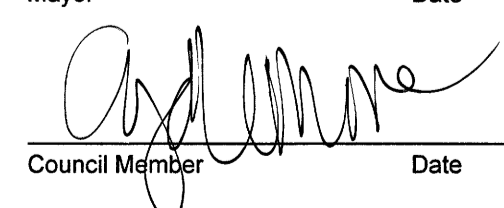
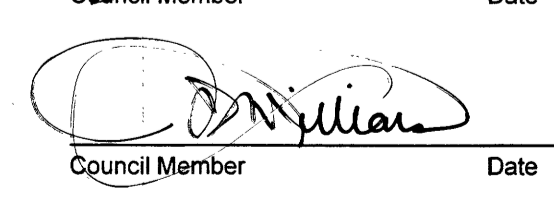
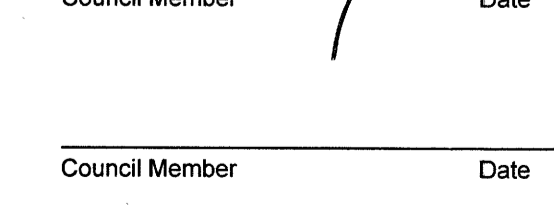
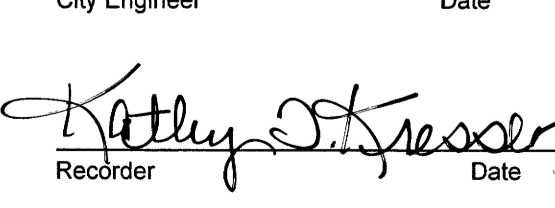
PEN & INK SUBDIVISION - PLAT B
BEING A VACATION OF PARCEL B OF PEN & INK SUBDIVISION - PLAT A
LOCATED IN THE SOUTHEAST QUARTER
SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST,
SALT LAKE BASE AND MERIDIAN
PLEASANT GROVE CITY, UTAH COUNTY, UTAH

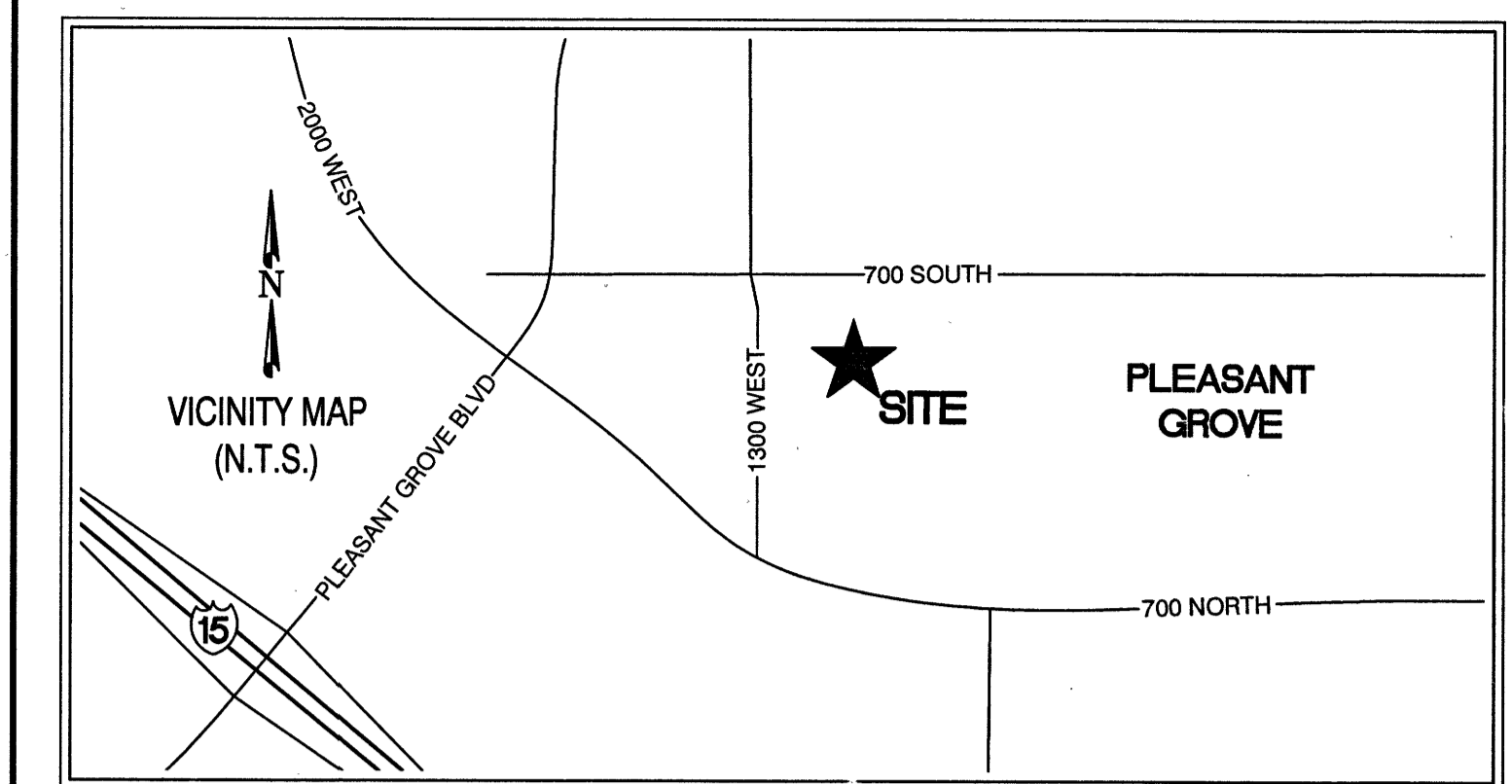
PEN & INK - PLAT B - PLAT NOTES

- The tracts of land that are described in, subdivided by, and platted pursuant to this Pen & Ink Subdivision Plat - Plat B ("Plat") are referred to herein as the "Platted Lands." As used in these plat notes ("Plat Notes"), the term "Lot" shall mean any tract of land and development lot shown as part of the Platted Lands.
- This Plat is anticipated to be subject to, among other things, the provisions of a Development Agreement ("Development Agreement"), to be entered into between Pleasant Grove Title Holder I, LLC, a Utah limited liability company, and/or certain other related or to-be-formed entities or affiliates owned or managed by Dakota Pacific Real Estate Partners III, LP ("Owner"), and the City of Pleasant Grove, Utah, a Utah municipal corporation ("City"). The Development Agreement will be entered into and recorded against the Platted Lands in the official records of the Utah County Recorder's Office ("Official Records") concurrently with or sometime after the recordation of this Plat. The effective date and recording information for the Development Agreement will be provided therein.
- Owner will be entering into a Declaration of Covenants, Conditions, and Restrictions ("Declaration of CC&R's"), which will be executed and recorded against the Platted Lands in the Official Records. The Declaration of CC&R's is expected, among other things, to address and establish a common scheme, plan, and regime for the use, enjoyment, maintenance, repair, restoration, and improvement of the Platted Lands, and to establish various easements (including, by way of example, storm drainage and detention easements, access easements, and other private utility easements), rights-of-way, and other interests and use rights of the Owner and the owners of the Platted Lands, including, topics related to the payment of taxes, assessments, and other common expenses or cost-sharing pertaining thereto. In addition, the Declaration of CC&R's will address and contain certain other provisions dealing with certain covenants, conditions, requirements, restrictions, limitations, and obligations which are being created in order to further a general plan and development regime to promote and protect the cooperative aspect of the Platted Lands that are established for, among other things, the purpose of enhancing the use, value, desirability, and attractiveness of the Platted Lands. Any easements, covenants, conditions, restrictions, obligations, and other matters applicable to the Platted Lands as granted by or established under the Declaration of CC&R's may be amended, modified, or relocated in accordance with the terms and conditions of the Declaration of CC&R's. Except to the extent owned by owner(s) or operator(s) of utility facilities, all culinary water, secondary water, sewer, storm water facilities, and other utility improvements serving and applicable to the Platted Lands as established under the Declaration of CC&R's are intended to be private (collectively, the "Private Utility Improvements") and the recordation of this Plat in the Official Records is not intended to effect a dedication of any portions of the Private Utility Improvements to the public or for any public use. It shall be the responsibility of the owner of each Lot of the Platted Lands to ensure that construction, operation, maintenance, repair, and any replacement of the Private Utility Improvements is performed in accordance with all valid and enforceable ordinances, development codes, and building requirements enacted and enforced by the City, as applicable.
- No specific development projects or improvements with respect to the Platted Lands are approved by the recordation of this Plat. Subject to the Development Agreement, all development and use of the Platted Lands are subject to all valid and enforceable ordinances, development codes, and building requirements enacted and enforced by the City, as applicable. In addition, any further subdivision of the Platted Lands will be pursuant to the City's subdivision ordinances. All proposed site plans and additional subdivision plats, if any, for the Platted Lands, or any portions thereof, must comply with the Development Agreement and must be approved by the City prior to finalization and recordation thereof or commencement of construction of any improvement on such Lot.
- Each Lot within the Platted Lands shall have and be entitled to use any and all of the public utility easements depicted, granted by, and described on this Plat and, in addition, may be entitled to use certain other private utility easements granted or created under the Declaration of CC&R's (collectively, the "Utility Easements"), subject to the terms, conditions, and limitations of this Plat, the Declaration of CC&R's, and any other instruments granting or creating the specific Utility Easements, as applicable. All Utility Easements located or to be located within the Platted Lands and granted pursuant to this Plat or the Declaration of CC&R's or any other applicable instruments may be modified, expanded, reconfigured, and/or relocated in accordance with this Plat (which may require an approval from the City in accordance with applicable laws and ordinances) or the Declaration of CC&R's or as may be permitted by any other instruments granting or creating the specific Utility Easements.
- The recordation of this Plat in the Official Records is not intended to effect a dedication of any portions of the Platted Lands (including any private roads, service drives, access roads, sidewalks, or other improvements shown on any site plans for the Platted Lands or provided for in the Declaration of CC&R's) to the public or for any public use, and the future dedication thereof, if any, is governed by the Declaration of CC&R's and any other valid and enforceable ordinances, development codes, and dedication requirements enacted and enforced by the City, as applicable; provided, however, this Plat does establish a non-exclusive easement and right-of-way solely for ingress and egress by pedestrian and bicycle traffic in favor of the public over, through, and across those portions of Lot 2 and Lot 3 identified on this Plat as "Trail and Drainage Easement". As set forth in the "Owner's Dedication" language on Sheet 1 of this Plat and further addressed in the Development Agreement, the recordation of this Plat in the Official Records is intended to effect a dedication to the City of those specific portions of the re-aligned "1300 West Street" and "700 South Street" identified on this Plat as being available for public use.
- These Plat Notes run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the Owner and the owners of each respective Lot shown as part of the Platted Lands.
- Pursuant to Utah Code Ann. § 54-3-27, this Plat conveys to the owner(s) or operator(s) of utility facilities the ten foot (10') wide non-exclusive underground public utility easements ("PUE") shown on this Plat, along with all the rights and duties described therein.
- Pursuant to Utah Code Ann. § 17-27e-603(4)(c)(ii), Rocky Mountain Power accepts delivery of the PUE as described in this Plat 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 each respective Lot shown as part of the Platted Lands. This approval does not affect any right that Rocky Mountain Power has under:
 - a recorded easement or right-of-way,
 - the law applicable to prescriptive rights,
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
 - any other provision of law.
- Dominion Energy ("Dominion") approves this Plat solely for the purpose of confirming that this Plat contains certain public utility easements, and, in particular, the PUE. Dominion may require other easements in order to serve the development on each respective Lot. 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 this Plat, including those set in the owner's dedication and these Plat Notes, and does not constitute a guarantee of particular terms of natural gas service. For further information, please contact Dominion's right-of-way department at 1-800-323-5517.
- The Platted Lands may be serviced by a stormwater system and facility (collectively, the "Stormwater System") that covers an area greater than the Platted Lands, including, a regional stormwater detention facility to-be-constructed and owned by the City on "Parcel A" of the Pen & Ink Subdivision - Plat A that is located immediately South of the Platted Lands, as further provided for and addressed in the Development Agreement. Any easements or anticipated easement locations granted or created under this Plat or shown on this Plat for stormwater lines or other elements related to or to accommodate the Stormwater System shall be for the benefit of the owner of the Stormwater System. Each Lot being developed within the Platted Lands may require a separate line extension agreement with the City (as the owner of the Stormwater System) at the time of development. It shall be the responsibility of the owner of each Lot of the Platted Lands to extend a stormwater line to the Lot being developed according to the terms, conditions, and requirements of the separate line extension agreement.
- Owners and potential buyers of any Lot within the Platted Lands are given notice by way of this Plat that they own or are buying property in an area with the potential for a high groundwater table and that the groundwater table may fluctuate (rise or fall) depending on the time of year. It shall be the responsibility of the owner of each Lot of the Platted Lands to verify the presence and depth of the groundwater table applicable to its respective Lot prior to the commencement of any construction on such Lot.
- As set forth further in Paragraph 3 of these Plat Notes, except to the extent owned by owner(s) or operator(s) of utility facilities, all culinary water facilities within the Platted Lands are considered private and the owners and potential buyers of any Lot within the Platted Lands are responsible to ensure the proper construction, installation, replacement, repair, operation, and maintenance of the private culinary water facilities located on or within their respective Lot according to the applicable standards of the City and the State of Utah and in accordance with the Declaration of CC&R's. Because the private culinary water facilities within the Platted Lands are expected to connect to the City's public culinary water system, the Owner and each potential future owner and buyer of any Lot within the Platted Lands acknowledge that the City has certain rights to inspect and test the private culinary water facilities (after reasonable advance notice) and, if necessary, to make certain required repairs (after the expiration of a reasonable cure period) in the event an owner of a particular Lot of the Platted Lands fails to properly maintain or repair the private culinary water facilities, beyond all notice and cure periods. However, in the event of an emergency situation, the best practicable notice will be given by the City and repair work may proceed to address an issue that may cause significant property damage, loss of life, or potential contamination to the public or culinary water facilities. Owners and potential buyers of any Lot within the Platted Lands are given notice by way of this Plat that they will be responsible to reimburse the City for the actual costs and expenses incurred by the City for any non-compliance with this Paragraph 13. In addition, notice is hereby given by way of this Plat that the private culinary water facilities within the Platted Lands may be considered part of the City's public culinary water system for purposes of testing and reporting as required by the State of Utah.

ACCEPTANCE BY LEGISLATIVE BODY

The legislative body of the Pleasant Grove City, County of Utah, approves this subdivision subject to the conditions and restrictions stated herein, and hereby accepts the dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public. This 20 day of July, A.D. 2021

 Mayor Date: _____	 Council Member Date: _____	 Council Member Date: _____	 Council Member Date: _____	 City Engineer Date: <u>20 Sept. 2021</u>
 Council Member Date: _____	 Council Member Date: _____	 Council Member Date: _____	 Recorder Date: _____	



SURVEYOR CERTIFICATE

I, GARY CHRISTENSEN, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5152617 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this plat in accordance with Section 17-23-17, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as **PEN & INK SUBDIVISION - PLAT B** and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Signed this 15th day of August, 2021 (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

A parcel of land being all of Parcel B, Pen and Ink - Plat A recorded December 18, 2020 as Entry No. 202556;2020 having Map# 17454 in the Office of the Utah County Recorder and a portion of 700 South Street Right of Way located in the Southeast Quarter of Section 30, Township 5 South, Range 2 East, Salt Lake Base and Meridian. Said parcel of land is described as follows:

Beginning at a point on the easterly line of said Section 30, which is 105.61 feet S. 00°09'59" E. along said easterly Section line from the East Quarter Corner of said Section 30; thence S. 00°09'59" E. 1,002.31 to and along said Parcel B, Pen & Ink - Plat A; thence along said Parcel B the following nine (9) courses: 1) S. 89°34'32" W. 375.08 feet; 2) N. 00°00'10" E. 72.44 feet; 3) S. 89°32'25" W. 584.88 feet to a point of tangency, with a 100.00 foot radius curve to the left; 4) Southwesterly 156.27 feet along the arc of said curve, through a central angle of 89°32'10" (Chord bears S. 44°46'15" W. 140.85 feet); 5) S. 00°00'10" W. 240.77 feet; 6) S. 89°32'25" W. 304.36 feet to a point of non-tangency with a 383.00 foot radius curve to the right, concave easterly (Radius point bears N. 86°30'15" W.); 7) Southerly 40.32 feet along the arc of said curve, through a central angle of 06°01'54" (Chord bears S. 06°30'42" W. 40.30 feet); 8) S. 89°32'25" W. 324.62 feet; 9) N. 00°20'45" E. 11.66 feet; thence N. 53°35'20" W. 54.23 feet to the easterly line of Parcel B, The Grove Subdivision Plat A recorded August 24, 2017 as Entry No. 82668;2017, having Map #15674 in the Office of said Recorder; thence N. 00°20'42" E. 569.18 feet along said easterly line to a point of non-tangency with a 385.00 - foot radius curve to the left, concave northeasterly (Radius point bears N. 69°06'10" E.); thence southeasterly 83.08 feet along the arc of said curve, through a central angle of 12°21'53" (Chord bears S. 27°04'46" E. 82.92 feet); thence S. 33°15'42" E. 32.36 feet to a point on a northerly line of said Parcel B, Pen & Ink - Plat A; thence the along said Parcel B the following seven (7) courses: 1) N. 89°32'10" E. 651.89 feet; 2) N. 00°00'02" W. 408.93 feet; 3) N. 24°10'37" E. 313.13 feet; 4) N. 00°00'03" W. 107.82 feet; 5) N. 89°28'10" E. 357.64 feet; 6) S. 00°00'10" W. 20.00 feet; 7) S. 89°59'50" E. 536.55 feet to the **Point of Beginning**.


OCCUPANCY RESTRICTION NOTICE

It is unlawful to occupy any building located within this subdivision without first having obtained a certificate of occupancy issued by Pleasant Grove City.

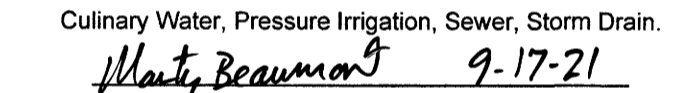
ROCKY MOUNTAIN POWER


Rocky Mountain Power Date: 9/30/21



DOMINION ENERGY


Dominion Energy Date: 8/26/21

CITY UTILITIES APPROVAL

Culinary Water, Pressure Irrigation, Sewer, Storm Drain.

Public Works Director Date: 9-17-21

PLANNING COMMISSION APPROVAL

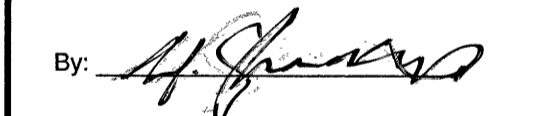
Approved this 9 day of July, A.D. 2021 by the Pleasant Grove Planning Commission

Director/Secretary Date: 9/17/21

Planning Commission Chair Date: 9/17/21

OWNERS DEDICATION

KNOW ALL BY THESE PRESENTS, that Pleasant Grove Title Holder I, LLC, a Utah limited liability company ("Owner"), the undersigned owner of the above described tract of land, does hereby certify that it has caused this **PEN & INK SUBDIVISION - PLAT B** to be prepared and it does hereby consent to the recordation of this Plat. Owner does also hereby offer for dedication to the City of Pleasant Grove, Utah ("City"), those portions of 1300 West Street and 700 South Street identified on this Plat as being available for public use. Owner also hereby establishes for any and all applicable public utility companies, a perpetual, non-exclusive easement over those public utility easements created by and shown on this Plat, for the specific purposes of the installation, maintenance, and operation of utility lines and related facilities. Owner, for itself and its successors and assigns, does hereby consent to the foregoing dedication and to the recording of this Plat, and agrees to be bound by all of the conditions and terms hereof.

IN WITNESS WHEREOF, the Owner set its hand this 15 day of August, 2021.

PLEASANT GROVE TITLE HOLDER I, LLC,
a Utah limited liability company

By: 
Print Name: Marc Stanworth
Title: Managing Member

ENT 162391:2021 Map 4 17914
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 SEP 20 2:59 PM FEE 105.00 BY LT
RECORDED FOR PLEASANT GROVE CITY CORPORA

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

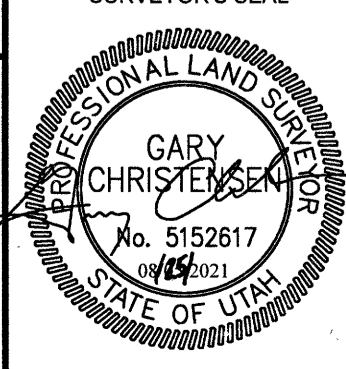
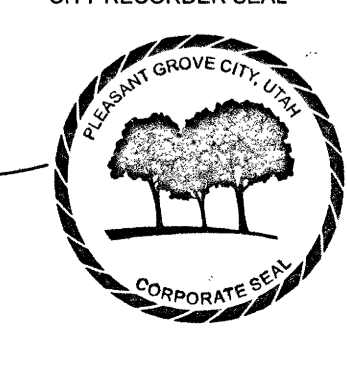

STATE OF Utah,
COUNTY OF Salt Lake

On this 16 day of August, A.D. 2021, personally appeared before me Marc Stanworth, whose identity was proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say he is the Managing Member of Pleasant Grove Title Holder I, LLC, and that said owner's dedication was signed by him in behalf of said corporation by authority of its bylaws, or resolution of its Board of Directors, and said Marc Stanworth acknowledged to me that said corporation executed the same.

Witness my hand and Official Seal

Notary full name and signature Hayley Grayson
A Notary Public commissioned in Utah, residing at 1117 Lake City
My commission expires December 3, 2025
Commission Number 709441

PEN & INK SUBDIVISION - PLAT B
BEING A VACATION OF PARCEL B OF PEN & INK SUBDIVISION - PLAT A
LOCATED IN THE SOUTHEAST QUARTER SECTION 30,
TOWNSHIP 5 SOUTH, RANGE 2 EAST, SLB&M
PLEASANT GROVE CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL 	CITY RECORDER SEAL 	CITY ENGINEER SEAL 	COUNTY RECORDER
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OWNER:
Pleasant Grove Title Holder I, LLC, a
Utah Limited Liability Company
1199 West 700 South
Pleasant Grove, UT 84062

PREPARED BY: **CIR** CIVIL ENGINEERING + SURVEYING
3032 SOUTH 1030 WEST, SUITE 202
SLC, Utah 84119 - 435-503-7641

Print Date: 08-04-2021

SHEET 1 of 2

17914 1082

PEN & INK SUBDIVISION - PLAT B
BEING A VACATION OF PARCEL B OF PEN & INK SUBDIVISION - PLAT A
 LOCATED IN THE SOUTHEAST QUARTER
 SECTION 30, TOWNSHIP 5 SOUTH, RANGE 2 EAST,
 SALT LAKE BASE AND MERIDIAN
 PLEASANT GROVE CITY, UTAH COUNTY, UTAH

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	156.27	100.00	89°32'10"	S44°46'15"W	140.85
C2	40.32	383.00	6°01'54"	S6°30'42"W	40.30
C3	246.99	383.00	36°56'55"	N14°58'42"W	242.73
C4	257.32	323.66	45°33'06"	S10°28'39"E	250.59
C5	84.70	100.12	48°28'10"	N24°15'15"E	82.19
C6	71.58	100.16	40°56'48"	N69°03'00"E	70.07

LINE TABLE		
LINE #	LENGTH	BEARING
L1	83.28	S89°32'10"W

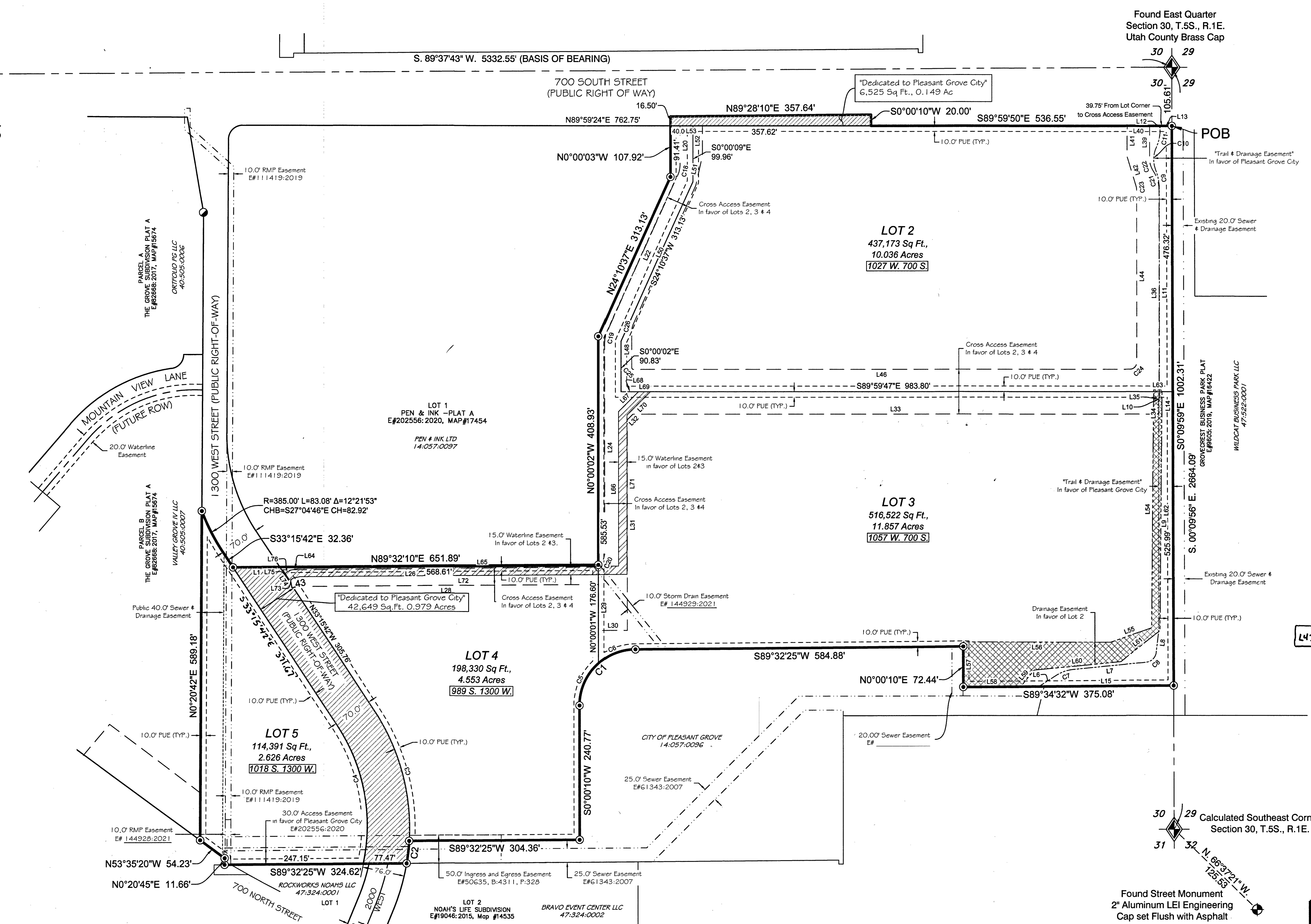
TRAIL & DRAINAGE EASEMENT LINE TABLE								
LINE #	LENGTH	BEARING	TRAIL AND DRAINAGE EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN			
L6	37.99	S57°26'42"W	C7	30.95	65.48	27°05'00"	S70°52'44"W	30.67
L7	130.92	S84°25'14"W	C8	25.31	19.99	72°31'44"	S49°17'12"W	23.65
L8	41.82	S6°46'52"W	C9	38.41	99.72	22°04'01"	S10°39'55"E	38.17
L9	408.89	S0°00'13"W	C10	40.03	50.15	45°43'34"	S3°02'09"W	38.97
L10	10.31	S6°12'43"W	C11	32.11	79.04	23°16'42"	S11°38'39"W	31.89
L11	370.39	S0°00'13"W						
L12	6.62	S0°00'18"W						
L13	21.01	N89°59'50"W						
L14	1002.31	N0°09'59"W						
L15	240.70	N89°34'32"E						

DRAINAGE EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING
L54	425.98	S0°29'14"W
L55	77.58	S70°37'06"W
L56	262.56	N89°53'07"W
L57	80.73	S0°02'56"W
L58	102.30	N89°18'46"E
L59	37.72	N39°38'23"E
L60	155.27	N84°27'35"E
L61	89.57	N51°19'51"E
L62	430.57	N0°28'55"E
L63	15.00	N89°31'05"W

CROSS ACCESS EASEMENT LINE TABLE			CROSS ACCESS EASEMENT LINE TABLE		
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L20	70.52	S0°01'18"W	L48	65.84	N0°00'13"E
L22	310.51	S24°10'40"W	L50	273.01	N24°10'53"E
L24	377.88	S0°00'13"W	L51	54.11	N12°35'08"E
L26	563.39	S89°25'06"W	L52	53.47	N0°01'02"E
L27	35.69	S33°15'41"E	L53	40.06	N89°59'10"W
L28	544.09	N89°32'07"E			
L29	82.47	S0°11'52"W			
L30	50.97	S89°59'47"E			
L31	377.00	N0°00'13"E			
L32	14.14	N45°00'13"E			
L33	937.33	S89°59'47"E			
L34	21.42	N0°00'13"E			
L35	10.31	N6°12'43"E			
L36	370.33	N0°00'13"E			
L39	58.82	N0°00'13"E			
L40	39.99	N89°59'10"W			
L41	54.52	S0°26'35"W			
L42	56.44	S16°51'17"E			
L44	310.00	S0°00'13"W			
L46	885.46	N89°59'47"W			
L43	12.77	S78°17'10"W			

CROSS ACCESS EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C18	16.86	40.00	24°09'21"	S12°05'59"W	16.74
C19	16.86	40.00	24°10'27"	S12°05'26"W	16.75
C20	28.49	34.79	46°55'21"	S23°18'46"W	27.70
C21	35.30	60.00	33°42'49"	N16°51'12"W	34.80
C22	23.54	40.00	33°42'49"	N16°51'12"W	23.20
C23	5.88	20.00	16°51'30"	S8°25'32"E	5.86
C24	18.85	12.00	90°00'00"	S45°00'13"W	16.97
C25	4.71	3.00	90°00'00"	N44°59'47"W	4.24
C26	12.66	30.00	24°10'40"	N12°05'33"E	12.57

WATERLINE EASEMENT LINETABLE		
LINE #	LENGTH	BEARING
L64	17.23	N78°17'10"E
L65	569.03	N89°32'10"E
L66	276.26	N0°00'00"E
L67	50.20	N45°00'00"E
L68	30.86	N89°59'47"W
L69	21.21	S89°59'47"E
L70	58.99	S45°00'00"W
L71	284.92	S0°00'00"E
L72	582.44	S89°32'10"W
L73	9.23	S55°47'10"W
L74	35.69	S33°15'41"E
L75	15.00	N33°15'42"W
L76	11.96	N55°47'10"E



LEGEND

- Boundary Line
- Adjacent Parcel Line
- Road Right-of-Way
- Road Centerline
- Lot Line
- Section Line
- Public Utility (PUE) Easement Line
- Existing Easement Line
- *Trail & Drainage Easement
- Drainage Easement
- Waterline Easement
- Cross Access Easement
- Area Dedicated To Pleasant Grove City
- Set Rebar and Cap stamped CIR Engineering

Scale in Feet: 1"=100'

PEN & INK SUBDIVISION - PLAT B
 BEING A VACATION OF PARCEL B OF PEN & INK SUBDIVISION - PLAT A
 LOCATED IN THE SOUTHEAST QUARTER SECTION 30,
 TOWNSHIP 5 SOUTH, RANGE 2 EAST, SLB&M
 PLEASANT GROVE CITY, UTAH COUNTY, UTAH

17914 2 of 2

PREPARED BY: **CIR CIVIL ENGINEERING + SURVEYING**
 3032 SOUTH 1030 WEST, SUITE 202
 SL, Utah 84119 - 435-503-7641

SURVEYOR'S SEAL: GARY CHRISTENSEN, No. 5152617, 08/25/21, STATE OF UTAH

CITY RECORDER SEAL: PLEASANT GROVE CITY, UTAH

CITY ENGINEER SEAL: PLEASANT GROVE CITY, UTAH

COUNTY RECORDER: REA ALLEN, No. 2459, Fee 108.00 BY LT, REC FOR PLEASANT GROVE CITY, UTAH

SEC 30 T5S R2E 10070 BM
 PARCEL B PEN & INK PLAT A