

ENT 19220:2023 PG 1 of 4 ANDREA ALLEN UTAH COUNTY RECORDER 2023 Mar 29 11:57 on FEE 0.00 BY TH RECORDED FOR WF 2 UTAH

When Recorded Mail To:

City of Saratoga Springs 1307 N. Commerce Drive, Suite 200 Saratoga Springs, Utah 84045 Attention: City Manager

EASEMENT (Temporary Turnaround)

For the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned, WF 2 Utah, LLC, a Utah limited liability company ("GRANTOR"), hereby grants, conveys and sets over unto the CITY OF SARATOGA SPRINGS, a municipal corporation ("GRANTEE"), its successors and assigns, a temporary, non-exclusive right-of-way and easement, for the sole purposes of constructing, reconstructing, operating, repairing, replacing and maintaining a temporary roadway, insofar as such roadway lies within certain property owned by the GRANTOR and located in Utah County, State of Utah (the "Easement Property"). The Easement Property is more particularly described as all of the property actually owned by GRANTOR as of the date hereof within the property more fully described and depicted as follows:

See Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such roadway shall be maintained, TOGETHER WITH a right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns as is reasonably necessary to access the Easement Property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said roadway.

Notwithstanding the foregoing, it is intended that the Easement granted herein shall allow for temporary turnaround areas, but that the roadways adjacent to such turnaround areas will be expanded in connection with future development phases of the Wildflower development project. At the time of such expansion, this Easement shall automatically terminate insofar as it relates to portions of the Easement Property which are not included within the future roadway (as expanded).

This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE. IN WITNESS WHEREOF, the GRANTOR has executed easement this **28** day of March, 2023.

GRANTOR:

WF 2 Utah, LLC,	a Utah limited liability company
	4
.	
By:	D. Shinn Managan
Nathan J	D. Shipp, Manager

STATE OF UTAH		
	:	SS
COUNTY OF SALT LAKE)	

The foregoing instrument was acknowledged before me this 2000 day of March, 2023, by Nathan D. Shipp, Manager of WF 2 Utah, LLC, a Utah limited liability company.

Notary Public Marketson

SEAL:

KATELYN MICKELSEN
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 723973
COMM. EXP. 04-06-2026

1469515

EXHIBIT A EASEMENT PROPERTY

TEMPORARY TURN AROUND EASEMENT FOR WILDFLOWER PLAT M-1

A parcel of land located in the Southeast Quarter of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S00°20'24"W along the Section Line 458.50 feet and West 1648.60 feet from the West Quarter Corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N20°24'28"W 35.30 feet; thence S69°35'32"W 3.70 feet; thence along the arc of a non-tangent curve to the right 265.24 feet with a radius of 48.00 feet through a central angle of 316°36'23", chord: S26°23'26"E 35.49 feet; to the point of beginning.

Contains: ±0.16 acres ±7092 square feet

