



ENT 38833-2024 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Jun 12 12:18 PM FEE 0.00 BY HG
RECORDED FOR SARATOGA SPRINGS CITY

When Recorded, Mail To:

City of Saratoga Springs
Attn: City Recorder
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

(Space Above for Recorder's Use Only)

UTILITY EASEMENT AND AGREEMENT

This UTILITY EASEMENT AND AGREEMENT (this "**Agreement**") is made and entered into effective as of the 3 day of May, 2024 (the "**Effective Date**"), by and between WF2 LLC, a Utah corporation/limited liability company ("**Grantor**"), Lennar Homes of Utah, a Utah corporation/limited liability company ("**Developer**"), and the CITY OF SARATOGA SPRINGS, a Utah municipal corporation ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property located in the City of Saratoga Springs, Utah County, Utah (the "**Grantor Property**").

B. Developer is constructing the Wildflower project in the City and desires the right to construct utilities on Grantor's Property as necessary to meet the utility needs of Developer's project to meet the construction standards of Grantee.

C. Grantee and Developer desire to obtain and Grantor is willing to convey a perpetual utility easement over the Grantor Property subject to the terms and conditions of this Agreement.

D. "Utilities" or "utility" are defined herein to include all utility facilities, pipes, channels, ponds, ditches, boxes, facilities, and all related appurtenances owned and operated by Grantee for the provision of services such as water, secondary water, irrigation water, drinking water, culinary water, storm drainage, storm sewer, sanitary sewer, and sewer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Grant of Easement**. Grantor does hereby convey, without warranty, unto Grantee a perpetual easement and unto Developer a construction easement (the "**Utility Easement**") under and across that portion of the Grantor Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "**Utility Easement Area**").

Grantor shall ensure, guarantee, and warrant that no other easements or licenses shall be granted to any other person or entity on, over, or under the Utility Easement Area and that no above or below ground improvements, buildings, or facilities of any kind shall be constructed or maintained on the Utility Easement Area, except as otherwise approved by Grantee in writing. Grantor acknowledges and agrees that the Facilities will be constructed by ___Lennar Homes of Utah___ (“Developer”), and then dedicated to Grantee upon acceptance in writing by Grantee

2. **Access.** Developer and Grantee and their agents, servants, employees, consultants, contractors and subcontractors shall have the right to enter upon the Utility Easement Area solely for the purposes permitted by this Agreement. Developer and Grantee shall enter upon the Utility Easement Area at their sole risk and hazard, and Developer and Grantee hereby release Grantor from any and all claims relating to the condition of the Utility Easement Area and the entry upon the Utility Easement Area by Developer and Grantee.

3. **Purposes of the Utility Easement.** The purpose of this Utility Easement is to allow the construction of the Utilities by Developer and its successors, assigns, and agents in order to meet Grantee’s development standards for the subdivision and development and to allow Grantee the ability to maintain, repair, and replace the Utilities after acceptance in writing. Developer or its successors, associates, assigns, and agents shall be responsible for the proper and timely construction and installation of the Utility Improvements per Grantee’s standards. Upon the proper and timely construction of the Utilities by Developer and acceptance in writing by Grantee per Grantee’s development standards, Grantee, at its sole cost and expense, shall maintain the Utility Improvements in good order and condition, except for repair of the Utilities during the 1-year warranty period per Grantee’s development standards, during which time the Utilities shall be maintained and repaired by the Developer. Grantee shall also have the right to repair, replace, restore, and relocate the Utilities within the Utility Easement Area.

In performing the work permitted by this Agreement, Developer and Grantee respectively shall restore the Grantor Property to the same condition prior to Developer or Grantee’s entry respectively. Notwithstanding the obligations of this Section 5, Grantor recognizes that the nature of the utility improvements may result in the inability of Developer and Grantee to fully restore the Grantor Property. So long as Developer and Grantee uses their best efforts to fully restore Grantor Property, Grantor waives the right to require strict performance of Grantee’s restoration requirements under this paragraph.

4. **Replacement of Utility Easement with Subdivision Plat Recordation.** Upon the recordation of a subdivision plat with the Utah County Recorder’s Office per Grantee’s development standards, which shall provide for the equivalent replacement of the easements in this Agreement in the favor of Grantee, the Utility Easement shall automatically be deemed superceded and replaced, but only with respect to such portion of the Property over which a subdivision plat is recorded. Upon such subdivision plat recordation, the rights and obligations in this Agreement shall be of no force or effect so long as the equivalent rights of Grantee are granted in such recorded subdivision plat. For the remainder of Grantor’s Property that is not subdivided pursuant to a recorded subdivision plat, this Agreement shall continue in full force and effect.

5. Notices. All notices, demands, statements, and requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested, or (iv) on the date the notice is sent by electronic mail with both a delivery and read receipt received by the sender. The addresses of the signatories to this Agreement are set forth below:

If to Grantor:

WF2 LLC.
111 East Sego Lily Drive
Ste. 150
Sandy, Utah 84070
Attn. Bryson Fish

With a copy to:

Shane Orr
Regional Transactional Counsel
9193 Jamaica St_ 4th Floor
Englewood, CO. 80112

If to Developer:

Lennar Homes of Utah
111 East Sego Lily Drive
Ste. 150
Sandy, Utah 84070
Attn. Bryson Fish

With a copy to:

Shane Orr
Regional Transactional Counsel
9193 Jamaica St_ 4th Floor
Englewood, CO. 80112

If to Grantee:

Jeremey Lapin
 Public Works Director
 1307 N. Commerce Drive, Suite 200
 Saratoga Springs, UT 84045
jlapin@saratogaspringscity.com

With a copy to:

Kevin Thurman
 City Attorney
 1307 N. Commerce Drive, Suite 200
 Saratoga Springs, UT 84045
kthurman@saratogaspringscity.com

6. Miscellaneous.

6.1. Binding Effect. Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons.

6.2. Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

6.3. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

6.4. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.5. Relationship of the Parties. Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

6.6. Amendment. This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

6.7. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

6.8. Attorney Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.9. Assignment. Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantors sole and absolute discretion and for any reason or no reason at all.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

WF2 LLC,
a Utah corporation/limited liability company

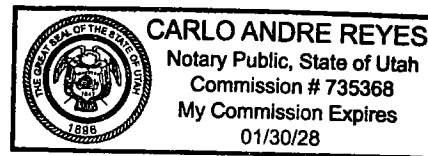
By: [Signature]
Name: Bryson Fish
Title: Manager

STATE OF UTAH)
)
) :ss
COUNTY OF SALT LAKE)

Before me, Carlo Andre Reyes, of the state and county aforesaid personally appeared Bryson Fish, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Manager of WF2 LLC, a Utah corporation/limited liability company/partnership, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

My Commission Expires: 01/30/29


~~Notary Public for Utah~~



[Signature and acknowledgment to follow]

DEVELOPER:

Lennar Homes of Utah _____,
a Utah corporation/limited liability company

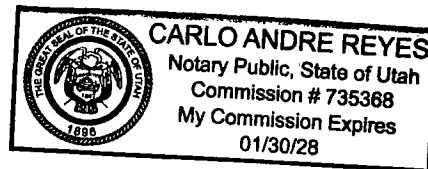
By: 
Name: Bryson Fish
Title: Division President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

Before me, Carlo Andre Reyes, of the state and county aforesaid personally appeared Bryson Fish, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Manager Division Pres of WF 2 LLC Lennar Homes of Utah, a Utah corporation/limited liability company/partnership, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

My Commission Expires: 01/30/28


Notary Public for Utah



[Signature and acknowledgment to follow]

GRANTEE:

City of Saratoga Springs, a Utah municipal
corporation


City Manager **Mark J. Christensen**

ATTEST:


City Recorder

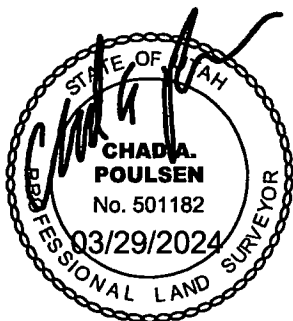


EXHIBIT A

Legal description and depiction of the Utility Easement Area



ENGINEERS
SURVEYORS
PLANNERS



LEGAL DESCRIPTION
PREPARED FOR
DAI
Job No. 17-0032
(March 26, 2024)

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WILDFLOWER VILLAGE 7-SITE N/P UTILITY & ACCESS EASEMENT

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

Beginning at a point located S00°33'08"W along the Section line 1050.64 feet and EAST 1285.66 from the West Quarter Corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N84°16'21"W 360.49 feet; thence along the arc of a curve to the right 63.45 feet with a radius of 229.50 feet through a central angle of 15°50'29", chord: N76°21'06"W 63.25 feet; thence N68°25'52"W 182.30 feet; thence along the arc of a curve to the right 15.55 feet with a radius of 329.50 feet through a central angle of 02°42'14", chord: N67°04'45"W 15.55 feet; thence N65°43'38"W 44.56 feet; thence along the arc of a non-tangent curve to the right 196.36 feet with a radius of 332.50 feet through a central angle of 33°50'14", chord: N41°06'22"W 193.52 feet to a point of reverse curve; thence along the arc of a curve to the left 259.93 feet with a radius of 467.50 feet through a central angle of 31°51'24", chord: N40°06'58"W 256.60 feet; thence N34°34'03"E 189.31 feet; thence S55°25'57"E 78.50 feet; thence S34°34'03"W 132.41 feet; thence along the arc of a non-tangent curve to the right 215.00 feet with a radius of 529.50 feet through a central angle of 23°15'54", chord: S35°49'13"E 213.53 feet to a point of reverse curve; thence along the arc of a curve to the left 208.88 feet with a radius of 270.50 feet through a central angle of 44°14'36", chord: S46°18'34"E 203.73 feet; thence S68°25'52"E 182.30 feet; thence along the arc of a curve to the left 47.14 feet with a radius of 170.50 feet through a central angle of 15°50'29", chord: S76°21'06"E 46.99 feet; thence S84°16'21"E 360.49 feet; thence S05°43'39"W 59.00 feet to the point of beginning.

Contains: ±1.76 acres
76.866 sq. ft.