



When Recorded, Mail To:

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

ENT 7543-2025 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Feb 3 11:22 AM FEE 0.00 BY CS
RECORDED FOR SARATOGA SPRINGS CITY

(Space Above for Recorder's Use Only)

**TEMPORARY CONSTRUCTION, GRADING, UTILITY, AND ACCESS EASEMENT
AGREEMENT**

This TEMPORARY CONSTRUCTION, GRADING, UTILITY, AND ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 31 day of January, 2025 (the "Effective Date"), by and between MILLROSE PROPERTIES UTAH, LLC, a Utah limited liability company ("Grantor"), and the CITY OF SARATOGA SPRINGS, a Utah municipal corporation ("Grantee" or "City").

RECITALS

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

B. The City is performing construction activities and desires the right to access and cross a portion of Grantor's Property as necessary to meet the needs of the project. The City also desires to conduct grading activities within the easement area for the future right of way.

C. Grantee desires to obtain and Grantor is willing to convey a temporary construction access easement, grading easement, and temporary utility easement over the Grantor Property subject to the terms and conditions of this Agreement to terminate automatically as provided herein.

D. "Utilities" or "utility" are defined herein to include all utility facilities, lines, conduits, pipes, channels, ponds, ditches, valves, structures, boxes, and other similar transmission and distribution structures and 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 temporary access, grading, construction, and utility easement (the "Temporary Easement")

across that portion of the Grantor Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Temporary Easement Area").

Grantor shall ensure, guarantee, and warrant that no other easements or licenses shall be granted after the date hereof to any other person or entity on, over, or under the Temporary Easement Area that would materially interfere with Grantee's use and enjoyment of the Temporary Easement and that no above or below ground improvements, buildings, or facilities of any kind shall be constructed or maintained on the Temporary Easement Area, except as otherwise approved by Grantee in writing.

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors shall have the right of ingress and egress to and from the Temporary Easement Area, as well as the right to enter upon the Temporary Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Temporary Easement Area at its sole risk and hazard, and Grantee hereby releases Grantor from any and all claims relating to the condition of the Temporary Easement Area and the entry upon the Temporary Easement Area by Grantee.

3. Purposes of the Utility Easement. A purpose of this Temporary Easement is to facilitate and allow access for construction activities by the Grantee and its successors, assigns, and agents. In performing the work permitted by this Agreement, Grantee shall restore the Grantor's Property to the same condition prior to Grantee's entry. Notwithstanding the obligations of this Section, Grantor recognizes that Grantee may be unable to fully restore the Grantor Property. So long as Grantee uses its best efforts to fully restore Grantor Property, Grantor waives the right to require strict performance of Grantee's restoration requirements under this paragraph.

4. Grading Easement. The Temporary Easement Area includes property that will in the future become the public right of way to access the City's property. The Grantor grants a temporary non-exclusive grading easement to Grantee for the construction, reconstruction, and maintenance of a roadway in and through the Temporary Easement Area.

5. Replacement of Easement with 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 Temporary Easement shall automatically be deemed superseded 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 until such time as a subsequent subdivision plat is recorded in accordance with the foregoing requirements. Following the creation of the foregoing plat easement(s), Grantee agrees to execute a confirmatory release and termination of this Agreement if requested by Grantor.

6. 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) two business days after 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, 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:

MILLROSE PROPERTIES UTAH, LLC
111 E Sego Lily Drive, Suite 150
Sandy, Utah 84070
Attn: William Ryan

If to Grantee:

Jeremy 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

7. Miscellaneous.

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. **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.

7.6. **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).

7.7. **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.

7.8. **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.

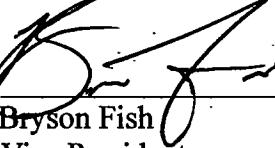
7.9. **Successors and Assigns and Assignment.** This easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the Grantor and Grantee. This easement may be assigned in whole or in part after prior written notice.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date to terminate as herein provided.

GRANTOR:

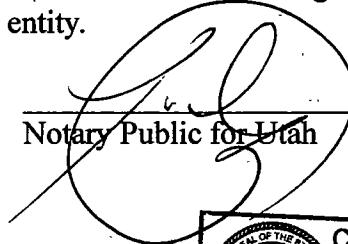
MILLROSE PROPERTIES UTAH, LLC,
a Utah limited liability company

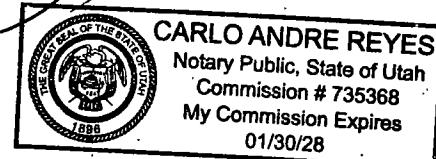
By: 
Name: Bryson Fish
Title: Vice President

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 Vice President of MILLROSE PROPERTIES UTAH, LLC, a Delaware limited liability company, and that he/she as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

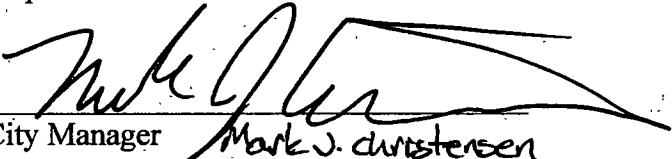
My Commission Expires: 01/30/28


Notary Public for Utah



GRANTEE:

City of Saratoga Springs, a Utah municipal corporation


City Manager *Mark J. Christensen*

ATTEST:


City Recorder
Nicolete Fike



STATE OF UTAH)

)
:ss

COUNTY OF UTAH)

Before me, Nicolete Fike, of the state and county aforesaid personally appeared Mark J. Christensen, 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 City Manager of The City of Saratoga Springs, 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.

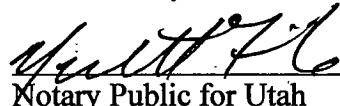
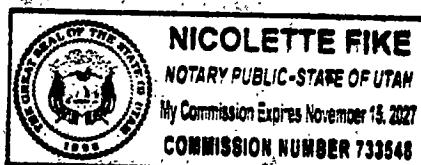
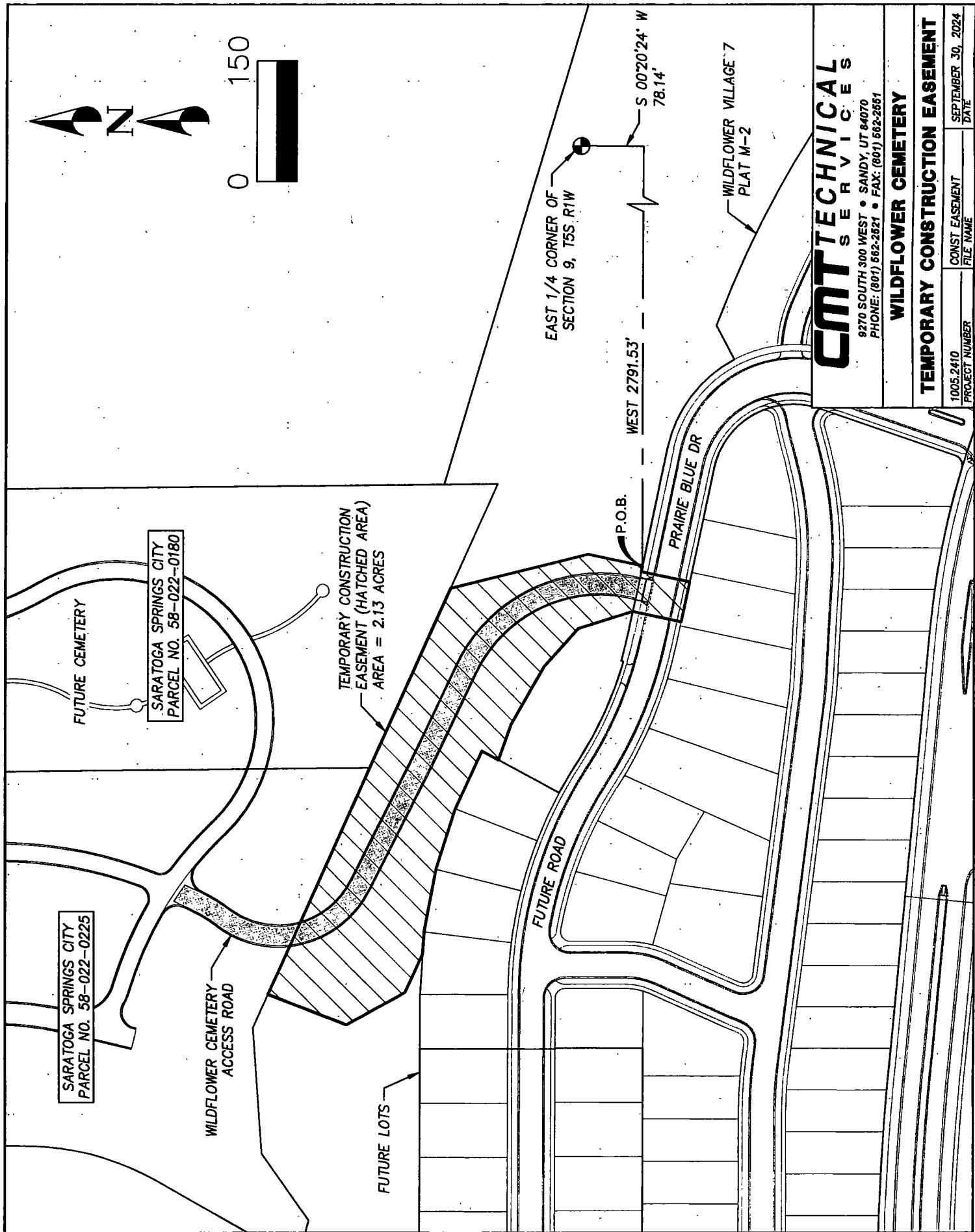
My Commission Expires: 11/15/2027
Notary Public for Utah

EXHIBIT A

Legal description and depiction of the Temporary Easement Area



**WILDFLOWER CEMETERY
TEMPORARY CONSTRUCTION EASEMENT
SARATOGA SPRINGS
September 30, 2024**

Boundary Description

Beginning at a point which is on the northerly right-of-way line of Prairie Blue Drive, as shown in Wildflower Village 7 Plat M-2, said Plat on file and of record in the Utah County Recorder's Office (Entry No. 56730-2024); said point being South 00°20'24" West, along the section line, 78.14 feet and West, 2791.53 feet from the East Quarter Corner of Section 9, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said right-of-way the following two (2) courses: 1) North 78°03'15" West, 7.31 feet; thence 2) South 11°56'45" West, 62.00 feet; thence North 78°03'15" West, 50.69 feet; thence North 11°56'45" East, 62.00 feet; thence North 17°09'29" West, 71.50 feet; thence North 47°58'00" West, 64.12 feet; thence North 60°11'34" West, 81.95 feet; thence North 70°22'30" West, 47.56 feet; thence North 28°21'33" East, 23.53 feet; thence North 65°11'07" West, 79.07 feet; thence North 72°16'25" West, 79.07 feet; thence North 79°21'43" West, 79.07 feet; thence North 86°26'31" West, 27.84 feet; thence North 65°14'49" West, 53.13 feet; thence North 28°55'44" West, 83.51 feet; thence North 21°06'14" East, 105.95 feet; thence South 65°42'18" East, 554.80 feet; thence South 13°44'50" East, 176.91 feet; thence South 11°56'45" West, 69.83 feet to the point of beginning.

Contains: 92,786 Sq. Ft. or 2.13 Acres