



ENT 17528:2023 PG 1 of 16
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Mar 22 10:21 am FEE 0.00 BY MG
RECORDED FOR SARATOGA SPRINGS

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 20th day of March, 2023 (the "Effective Date"), by and between WF 2 LLC, a Utah corporation/limited liability company ("Grantor"), WF 2 LLC, 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 Village 7 Plat R4 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 and 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, 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 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 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 shall enter upon the Utility Easement Area at its sole risk and hazard, and Developer hereby releases 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. Grantee shall enter upon the Utility Easement Area at its sole risk and hazard, and Grantee hereby releases Grantor from any and all claims relating to the condition of the Utility Easement Area and the entry upon the Utility Easement Area by 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 Grantee’s 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 or Grantee respectively uses its best efforts to fully restore Grantor Property, Grantor waives the right to require strict performance of Grantee’s or Developer’s respective 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) two business days after 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: WF 2, LLC
14034 South 145 East Suite 204
Draper, UT 84020

With a copy to: Nate Shipp
Manager
14034 South 145 East Suite 204
Draper, UT 84020
nate@daiutah.com

If to Developer: _____

With a copy to: _____

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:

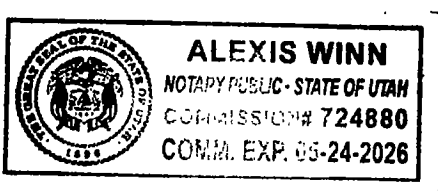
[Signature],
a Utah corporation/limited liability company

By: WF 2 LLC _____
Name: Nate Shipp _____
Title: Manager _____

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

Before me, Alexis Winn, of the state and county aforesaid
personally appeared Nate Shipp, 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: May 24, 2026 Alexis Winn
Notary Public for Utah



[Signature and acknowledgment to follow]

DEVELOPER:

[Signature],
a Utah corporation/limited liability company

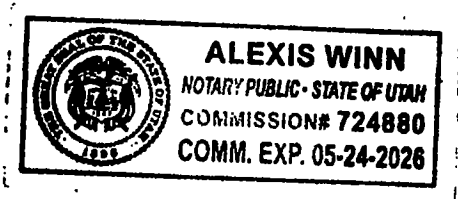
By: WF 2 LLC _____
Name: Nate Shipp _____
Title: Manager _____

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

Before me, Alexis Winn, of the state and county aforesaid personally appeared Nate Shipp, 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 WF 2 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: May 24, 2026

Alexis Winn
Notary Public for Utah



[Signature and acknowledgment to follow]

GRANTEE:

City of Saratoga Springs, a Utah municipal corporation



City Manager MARK J. CHRISTENSEN

ATTEST:

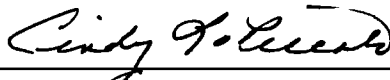

City Recorder CINDY LOPEZ



EXHIBIT A

Legal description and depiction of the Utility Easement Area



ENGINEERS
SURVEYORS
PLANNERS

LEGAL DESCRIPTION
PREPARED FOR
DAI

Job No. 13-0902
(June 29, 2021)

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #1

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 1022.99 FEET AND WEST 295.14 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S59°31'33"E 61.50 FEET; THENCE S30°28'27"W 20.00 FEET; THENCE N59°31'33"W 61.50 FEET; THENCE N30°28'27"E 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.03 ACRES
1,230 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #2

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 1074.72 FEET AND WEST 325.27 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S59°13'58"E 20.10 FEET; THENCE S30°28'27"W 79.84 FEET; THENCE N56°39'37"W 21.77 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 53.29 FEET WITH A RADIUS OF 865.50 FEET THROUGH A CENTRAL ANGLE OF 3°31'39", CHORD: N32°14'17"E 53.28 FEET; THENCE N30°28'27"E 25.61 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.04 ACRES
1,625 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #3

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 1021.67 FEET AND WEST 404.60 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S30°28'27"W 31.25 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 13.71 FEET WITH A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 1°01'11", CHORD: S30°59'03"W 13.71 FEET; THENCE N59°26'01"W 20.00 FEET; THENCE N30°38'00"E 44.91 FEET; THENCE S59°36'06"E 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.02 ACRES
901 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #4

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 1105.22 FEET AND WEST 456.69 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 22.39 FEET WITH A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 1°39'54", CHORD: S36°19'37"W 22.39 FEET; THENCE N26°57'43"W 44.93 FEET; THENCE N63°02'17"E 20.00 FEET; THENCE S26°57'43"E 34.87 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.02 ACRES
799 SQ. FT.

- Civil Engineering
- Structural Engineering
- Surveying
- Land Planning
- Landscape Architecture

Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660
Salt Lake Office: 14441 South 980 West • Bluffdale, UT 84065
Boise Office: 2040 S. Eagle Road • Meridian, ID 83642

☎ 801.798.0555 ☑ 801.798.9393
☎ 801.495.2844 ☑ 801.495.2847
☎ 208.846.9600

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #5

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 1154.98 FEET AND WEST 495.04 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 20.17 FEET WITH A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 1°29'59", CHORD: S40°55'50"W 20.17 FEET; THENCE N41°42'13"W 83.69 FEET; THENCE N48°17'47"E 20.00 FEET; THENCE S41°42'13"E 81.10 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.04 ACRES
1,649 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #6

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 1248.76 FEET AND WEST 588.70 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 39.22 FEET WITH A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 2°54'59", CHORD: S51°32'10"W 39.21 FEET; THENCE N38°43'24"W 102.98 FEET; THENCE N51°16'36"E 20.00 FEET; THENCE S38°43'24"E 62.35 FEET; THENCE N51°16'36"E 15.73 FEET; THENCE S43°35'56"E 40.96 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.06 ACRES
2,779 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #7

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 1393.17 FEET AND WEST 1312.49 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 46.10 FEET WITH A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 3°25'40", CHORD: N70°54'13"W 46.09 FEET; THENCE N16°38'40"E 94.95 FEET; THENCE S73°17'24"E 46.16 FEET; THENCE S16°42'36"W 96.87 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.10 ACRES
4,432 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #8

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 1176.69 FEET AND WEST 1993.73 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N78°51'15"W 188.42 FEET; THENCE N11°08'45"E 33.00 FEET; THENCE S77°52'50"E 131.73 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 64.53 FEET WITH A RADIUS OF 865.50 FEET THROUGH A CENTRAL ANGLE OF 4°16'18", CHORD: S50°22'15"E 64.51 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.12 ACRES
5,046 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #9

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 954.37 FEET AND WEST 2083.07 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 41.43 FEET WITH A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 3°04'51", CHORD: N35°31'29"W 41.42 FEET; THENCE N57°41'19"E 15.01 FEET; THENCE S35°33'51"E 40.78 FEET; THENCE S55°14'25"W 15.01 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.01 ACRES
624 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #10

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 701.81 FEET AND WEST 2281.57 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 33.60 FEET WITH A RADIUS OF 968.50 FEET THROUGH A CENTRAL ANGLE OF 1°59'16", CHORD: N47°21'14"W 33.60 FEET; THENCE N41°43'24"E 37.00 FEET; THENCE S46°46'17"E 34.57 FEET; THENCE S43°13'43"W 36.64 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.03 ACRES
1,252 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #11

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 741.78 FEET AND WEST 2378.60 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S60°58'36"W 19.86 FEET; THENCE N29°01'24"W 20.00 FEET; THENCE N60°58'36"E 12.25 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 21.40 FEET WITH A RADIUS OF 873.50 FEET THROUGH A CENTRAL ANGLE OF 1°24'14", CHORD: S49°52'15"E 21.40 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.01 ACRES
322 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #12

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 552.41 FEET AND WEST 2487.17 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 24.30 FEET WITH A RADIUS OF 968.50 FEET THROUGH A CENTRAL ANGLE OF 1°26'15", CHORD: N62°06'51"W 24.30 FEET; THENCE N18°55'49"E 4.17 FEET; THENCE S71°04'11"E 24.00 FEET; THENCE S18°55'49"W 7.95 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.00 ACRES
144 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #13

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 507.33 FEET AND WEST 2581.92 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 78.54 FEET WITH A RADIUS OF 968.50 FEET THROUGH A CENTRAL ANGLE OF 4°38'46", CHORD: N69°54'54"W 78.52 FEET; THENCE N18°55'49"E 25.97 FEET; THENCE S71°04'11"E 29.00 FEET; THENCE N18°55'49"E 148.80 FEET; THENCE S71°04'11"E 20.00 FEET; THENCE S18°55'49"W 148.80 FEET; THENCE S71°04'11"E 29.50 FEET; THENCE S18°55'49"W 27.55 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.12 ACRES
5,035 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #14

A PORTION OF THE SOUTHWEST 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 S0°20'24"W ALONG THE SECTION LINE 511.94 FEET AND WEST 3097.30 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S5°17'16"W 21.00 FEET; THENCE N84°42'44"W 65.50 FEET; THENCE N5°17'16"E 21.00 FEET; THENCE S84°42'44"E 65.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.03 ACRES
1,376 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #15

A PORTION OF 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 S0°20'24"W ALONG THE SECTION LINE 1286.15 FEET AND WEST 487.68 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S24°15'08"W 776.11 FEET; THENCE N89°59'41"W 266.75 FEET; THENCE N60°16'35"W 299.37 FEET; THENCE N0°06'28"W 208.22 FEET; THENCE N67°57'30"W 279.47 FEET; THENCE N22°02'30"E 31.14 FEET; THENCE S67°57'30"E 266.80 FEET; THENCE N0°06'28"W 95.54 FEET; THENCE N73°22'28"W 82.52 FEET; THENCE N16°37'32"E 24.49 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 987.37 FEET WITH A RADIUS OF 865.50 FEET THROUGH A CENTRAL ANGLE OF 65°21'50", CHORD: N79°13'42"E 934.70 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±7.42 ACRES
323,222 SQ. FT.



LEAL DESCRIPTION
PREPARED FOR
DAI
Job No. 17-0032
(MARCH 10, 2023)

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #16

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 1026.09 FEET AND WEST 1853.53 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S35°10'52"W 10.01 FEET; THENCE N55°26'22"W 0.13 FEET; THENCE N51°11'43"W 30.35 FEET; THENCE N46°53'51"W 44.47 FEET; THENCE N43°24'03"W 24.70 FEET; THENCE N39°54'15"W 24.64 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 15.90 FEET WITH A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 16°33'38", CHORD: N31°37'26"W 15.84 FEET; THENCE N23°20'37"W 40.68 FEET; THENCE N17°29'22"W 28.10 FEET; THENCE S72°30'38"W 36.08 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 60.03 FEET WITH A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 17°11'45", CHORD: S63°54'46"W 59.80 FEET; THENCE S55°25'25"W 29.19 FEET; THENCE S57°41'19"W 9.16 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 10.01 FEET WITH A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 00°44'39", CHORD: N34°21'23"W 10.01 FEET; THENCE N57°41'19"E 9.32 FEET; THENCE N55°25'25"E 28.99 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 63.02 FEET WITH A RADIUS OF 210.00 FEET THROUGH A CENTRAL ANGLE OF 17°11'36", CHORD: N63°54'50"E 62.78 FEET; THENCE N72°30'38"E 46.08 FEET; THENCE S17°29'22"E 37.58 FEET; THENCE S23°20'37"E 40.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 13.01 FEET WITH A RADIUS OF 45.00 FEET THROUGH A CENTRAL ANGLE OF 16°33'38", CHORD: S31°37'26"E 12.96 FEET; THENCE S39°54'15"E 24.33 FEET; THENCE S43°24'03"E 24.09 FEET; THENCE S46°53'51"E 43.79 FEET; THENCE S51°11'43"E 29.47 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.08 ACRES
±3,516 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #17

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 1047.47 FEET AND WEST 419.62 FEET FROM THE EAST QUARTER CORNER OF SECTION 9 TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S30°28'27"W 1.32 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 8.68 FEET WITH A RADIUS OF 770.50 FEET THROUGH A CENTRAL ANGLE OF 00°38'43", CHORD: S30°47'49"W 8.68 FEET; THENCE N59°13'58"W 45.73 FEET; THENCE N14°13'58"W 20.44 FEET; THENCE N75°46'02"E 10.00 FEET; THENCE S14°13'58"E 16.29 FEET THENCE S59°13'58"E 41.59 FEET; TO THE POINT OF BEGINNING.

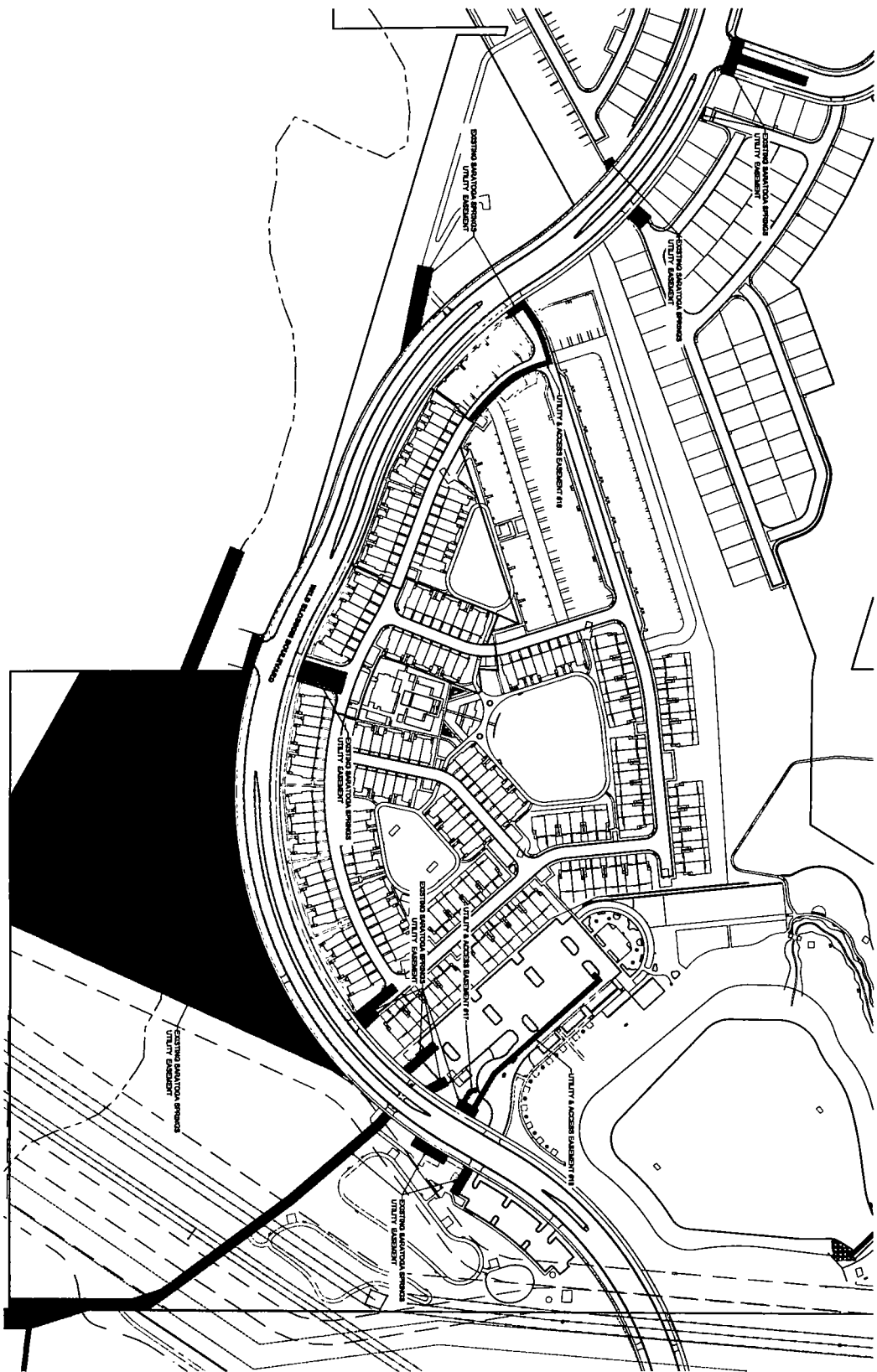
CONTAINS: ±0.01 ACRES
±620 SQ. FT.

WILDFLOWER VILLAGE 7 PLAT R-4 ACCESS & UTILITY EASEMENT #18

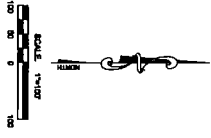
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S00°20'24"W ALONG THE SECTION LINE 1025.98 FEET AND WEST 407.11 FEET FROM THE EAST QUARTER CORNER OF SECTION 9 TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S30°28'27"W 10.00 FEET; THENCE N59°36'06"W 101.94 FEET; THENCE N41°30'14"W 288.68 FEET; THENCE S48°29'46"W 13.61 FEET; THENCE N41°30'14"W 10.00 FEET; THENCE N48°29'46"E 23.61 FEET; THENCE S41°30'14"E 297.09 FEET; THENCE S59°36'06"E 100.36 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.09 ACRES
±4,126 SQ. FT.



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WILDFLOWER

CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH

VILLAGE 7 UTILITY EASEMENT EXHIBIT

LBI
 A TRISTAR COMPANY
 ENGINEERS
 SURVEYORS
 PLANNERS
 3425 N. 3400 E. SUITE 100
 SALT LAKE CITY, UTAH 84119
 801.488.1100
 www.lbi-engineers.com

DATE	2023-04-28
BY	ASB/MSB
SCALE	1"=100'
COMPILED BY	ASB/MSB
DESIGNED BY	ASB/MSB
PROJECT NO.	2023-04-28
PROJECT NAME	WILDFLOWER
PROJECT LOCATION	CITY OF SARATOGA SPRINGS, UTAH COUNTY, UTAH
PROJECT DESCRIPTION	VILLAGE 7 UTILITY EASEMENT EXHIBIT