

When **Recorded Return** to:
KMW Development L.L.C.
c/o Woodbury Corporation
2733 E Parleys Way, Suite 300
Salt Lake City, Utah 84109

tax ID: 22092280120000
tax ID: 22101510080000

FLOOD CONTROL CREEK MAINTENANCE ACCESS EASEMENT

For and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KMW DEVELOPMENT L.L.C., a Utah limited liability company, the owner of certain real property located in Salt Lake County, Utah, hereinafter referred to as "**GRANTOR**," hereby grants to SALT LAKE COUNTY FLOOD CONTROL, a division of Salt Lake County Public Works hereinafter referred to as "**GRANTEE**," its successors and assigns, an easement for the purpose of the operation, repair, inspection, protection and maintenance of the existing Big Cottonwood Creek and appurtenant facilities related to Big Cottonwood Creek, including storm water piping, temporary detention basin and related appurtenances (collectively, the "**Creek Facilities**"), together with the right to enter upon GRANTOR'S premises from public right-of-ways only, namely the streets currently known as Highland Drive and Arbor Lane ("**Public Right-of-Ways**"), without any right to access, ingress, or egress over Grantor's access drives, parking areas, or other land for such purposes by the following easement and right-of-way located in Salt Lake County, Utah, which is more particularly described as follows:

See **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Easement Area**").

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns, so long as all or any portion of the Creek Facilities shall be maintained, with the right of ingress and egress in GRANTEE, its officers, employees, representatives, agents, and assigns to enter upon the above-described property only via the Public Right-of-Ways with such equipment as is necessary to maintain, operate, repair, inspect, and protect the Creek Facilities. GRANTEE or any contractor performing the work for GRANTEE shall restore, at GRANTEE'S sole cost and expense, all GRANTOR'S property damaged by GRANTEE, its officers, employees, representatives, agents, assigns, or contractors, to its original or better condition or as close thereto as is reasonably possible.

GRANTOR may use the Easement Area for all purposes, including without limitation, building or constructing, or permitting to be built or constructed, curb and gutter, sidewalks, pavements, landscaping, or similar improvements over and across the Easement Area, except for the purposes for which the easement and right-of-way being granted herein is granted to the GRANTEE, provided such use shall not interfere with the Creek Facilities or with the distribution and conveyance of water through said Creek Facilities, or any other rights granted to the GRANTEE hereunder.

Upon reasonable notice to GRANTEE, to the extent permitted under agreements preceding recording of this document, GRANTOR reserves the right to relocate the Creek Facilities to a location reasonably acceptable to GRANTEE, at GRANTOR'S sole cost and expense, including, but not limited to, the cost of granting a new right-of-way and easement, relocating the Creek Facilities, and any attendant costs.

This Flood Control Creek Maintenance Easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto until such time that GRANTOR relocates the Creek Facilities as

provided herein. At the time of application for Creek Facilities' extension or relocation, GRANTOR shall grant and record a new easement and GRANTEE shall promptly vacate and release this Flood Control Creek Maintenance Easement by executing and recording a release/vacation of easement document.

To the extent permitted by law, by its acceptance and use of the easement granted herein, GRANTEE hereby defends, protects, indemnifies and holds harmless GRANTOR and its affiliates, trustees, directors, officers, employees and agents, and its respective successors and assigns, from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from GRANTEE'S activities under this easement; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the neglect, fault or omission of GRANTOR.

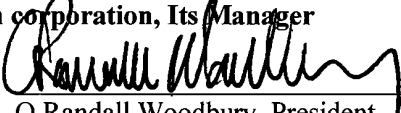
IN WITNESS WHEREOF, the Grantor has executed this Flood Control Creek Maintenance Easement this 28 day of February 2020.

GRANTOR:

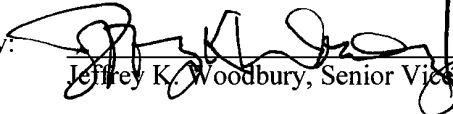
**KMW DEVELOPMENT L.L.C.,
a Utah limited liability company**

**By: WOODBURY CORPORATION,
a Utah corporation, Its Manager**

By:


O Randall Woodbury, President

By:


Jeffrey K. Woodbury, Senior Vice President

**By: MILLROCK CAPITAL II, LLC,
a Utah limited liability company, Its Manager**

By:

Steven Peterson, Manager

[Acknowledgments to follow on the next page]



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IN WITNESS WHEREOF, the Grantor has executed this Flood Control Creek Maintenance Easement this 26th day of February 2020.

GRANTOR:

**KMW DEVELOPMENT L.L.C.,
a Utah limited liability company**

**By: WOODBURY CORPORATION,
a Utah corporation, Its Manager**

By: _____
O Randall Woodbury, President

By: _____
Jeffrey K. Woodbury, Senior Vice President

**By: MILLROCK CAPITAL II, LLC,
a Utah limited liability company, Its Manager**

By: _____
Steven Peterson, Manager

[Acknowledgments to follow on the next page]

ACKNOWLEDGMENTS

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

On the 27th day of Feb., 2020, before me personally appeared O. RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that he is the President of WOODBURY CORPORATION, known to be a Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]
Notary Public

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

On the 26 day of February, 2020, before me personally appeared JEFFREY K. WOODBURY, to me personally known, who being by me duly sworn did say that he is the Senior Vice President of WOODBURY CORPORATION, known to be a Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]
Notary Public

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

On the _____ day of _____, 2020, before me personally appeared STEVEN PETERSON, to me personally known, who being by me duly sworn did say that he is a Manager of MILLROCK CAPITAL II, LLC, a Utah limited liability company, known to be the Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

Notary Public

[Handwritten initials]

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Melynda Bullock
Notary Public

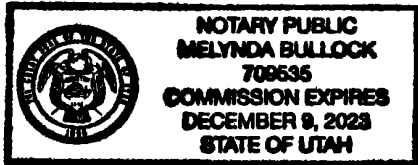


EXHIBIT "A"

LEGAL DESCRIPTION OF THE EASEMENT AREA

Beginning at a point on the East R.O.W. of Highland Drive, said point lies North 00° 03' 51" West 54.06 feet along Section Line and West 276.14 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian, Found Salt Lake County Monument:
Thence along said East R.O.W the following 12 courses:

- 1) Thence North 39° 48' 39" West a distance of 1124.58 feet to the beginning of a curve, which is also the beginning of a ten Chord Spiral Curve described as the following 10 courses:
- 2) Said curve bears to the right through 00° 01' 38", having a radius of 41472.00 feet along the arc a distance of 19.65, and whose long chord bears North 39° 47' 50" West a distance of 19.65 feet to the beginning of a non-tangential curve,
- 3) Said curve bears to the right through 00° 07' 20", having a radius of 9216.00 feet along the arc a distance of 19.65, and whose long chord bears North 39° 42' 57" West a distance of 19.65 feet to the beginning of a non-tangential curve,
- 4) Said curve bears to the right through 00° 12' 13", having a radius of 5529.60 feet along the arc a distance of 19.65, and whose long chord bears North 39° 33' 11" West a distance of 19.65 feet to the beginning of a non-tangential curve,
- 5) Said curve bears to the right through 00° 17' 06", having a radius of 3949.71 feet along the arc a distance of 19.65, and whose long chord bears North 39° 18' 31" West a distance of 19.65 feet to the beginning of a non-tangential curve,
- 6) Said curve bears to the right through 00° 21' 59", having a radius of 3072.00 feet along the arc a distance of 19.65, and whose long chord bears North 38° 58' 58" West a distance of 19.65 feet to the beginning of a non-tangential curve,
- 7) Said curve bears to the right through 00° 26' 53", having a radius of 2513.45 feet along the arc a distance of 19.65, and whose long chord bears North 38° 34' 32" West a distance of 19.65 feet to the beginning of a non-tangential curve,
- 8) Said curve bears to the right through 00° 31' 46", having a radius of 2126.77 feet along the arc a distance of 19.65, and whose long chord bears North 38° 05' 13" West a distance of 19.65 feet to the beginning of a non-tangential curve,
- 9) Said curve bears to the right through 00° 36' 39", having a radius of 1843.20 feet along the arc a distance of 19.65, and whose long chord bears North 37° 31' 01" West a distance of 19.65 feet to the beginning of a non-tangential curve,
- 10) Said curve bears to the right through 00° 47' 28", having a radius of 1626.35 feet along the arc a distance of 22.46, and whose long chord bears North 36° 48' 57" West a distance of 22.46 feet to the beginning of a non-tangential curve,
- 11) Said curve bears to the right through 00° 40' 29", having a radius of 1430.07 feet along the arc a distance of 16.84, and whose long chord bears North 36° 04' 34" West a distance of 16.84 feet to the beginning of a non-tangential curve,
- 12) Said curve bears to the right through 09° 10' 10", having a radius of 1381.83 feet along the arc a distance of 221.14, and whose long chord bears North 31° 13' 45" West a distance of 220.91 feet to the beginning of a non-tangential curve,

Said curve bears to the right through an angle of 12° 55' 52", having a radius of 118.00 feet along the arc a distance of 26.63, and whose long chord bears South 71° 12' 36" East a distance of 26.58 feet, Thence South 64° 44' 40" East a distance of 20.31 feet to the beginning of a curve,

Said curve bears to the right through an angle of $38^{\circ} 48' 05''$, having a radius of 118.00 feet along the arc a distance of 79.91, and whose long chord bears South $45^{\circ} 20' 37''$ East a distance of 78.39 feet, Thence South $25^{\circ} 56' 35''$ East a distance of 74.21 feet to the beginning of a curve,
 Said curve bears to the left through an angle of $14^{\circ} 11' 47''$, having a radius of 432.00 feet along the arc a distance of 107.04, and whose long chord bears South $33^{\circ} 02' 28''$ East a distance of 106.76 feet, Thence South $40^{\circ} 08' 22''$ East a distance of 103.77 feet, Thence South $40^{\circ} 08' 22''$ East a distance of 277.16 feet, Thence South $41^{\circ} 18' 43''$ East a distance of 42.02 feet, Thence South $40^{\circ} 04' 31''$ East a distance of 201.81 feet,
 Thence South $40^{\circ} 38' 00''$ East a distance of 142.06 feet, Thence South $40^{\circ} 34' 55''$ East a distance of 382.72 feet to the beginning of a curve,
 Said curve bears to the left through an angle of $47^{\circ} 04' 33''$, having a radius of 115.00 feet along the arc a distance of 94.49, and whose long chord bears South $64^{\circ} 07' 12''$ East a distance of 91.85 feet, Thence South $87^{\circ} 39' 28''$ East a distance of 133.61 feet to the beginning of a curve,
 Said curve bears to the right through an angle of $22^{\circ} 58' 09''$, having a radius of 100.00 feet along the arc a distance of 40.09, and whose long chord bears South $76^{\circ} 10' 24''$ East a distance of 39.82 feet, Thence South $64^{\circ} 41' 19''$ East a distance of 26.04 feet to the beginning of a curve,
 Said curve bears to the left through an angle of $05^{\circ} 55' 03''$, having a radius of 200.00 feet along the arc a distance of 20.66, and whose long chord bears South $67^{\circ} 38' 51''$ East a distance of 20.65 feet, Thence South $70^{\circ} 36' 23''$ East a distance of 14.45 feet to the beginning of a curve,
 Said curve bears to the left through an angle of $13^{\circ} 33' 50''$, having a radius of 200.00 feet along the arc a distance of 47.35, and whose long chord bears South $77^{\circ} 23' 18''$ East a distance of 47.24 feet, Thence South $84^{\circ} 10' 12''$ East a distance of 2.36 feet to the beginning of a curve,
 Said curve bears to the left through $19^{\circ} 09' 53''$, having a radius of 200.00 feet along the arc a distance of 66.90, and whose long chord bears North $86^{\circ} 14' 51''$ East a distance of 66.59 feet to the beginning of a non-tangential curve, Said curve bears to the right through $15^{\circ} 33' 43''$, having a radius of 200.00 feet along the arc a distance of 54.32, and whose long chord bears North $84^{\circ} 27' 55''$ East a distance of 54.15 feet to the beginning of a non-tangential curve, Said curve bears to the right through an angle of $16^{\circ} 18' 29''$, having a radius of 100.00 feet along the arc a distance of 28.46, and whose long chord bears South $82^{\circ} 12' 10''$ East a distance of 28.37 feet, Thence South $74^{\circ} 02' 55''$ East a distance of 98.06 feet to the beginning of a curve,
 Said curve bears to the right through an angle of $21^{\circ} 24' 33''$, having a radius of 100.00 feet along the arc a distance of 37.37, and whose long chord bears South $63^{\circ} 20' 39''$ East a distance of 37.15 feet, Thence South $52^{\circ} 38' 22''$ East a distance of 7.53 feet to the northerly R.O.W. of Arbor Lane, Thence South $36^{\circ} 24' 59''$ East a distance of 4.26 feet to the beginning of a non-tangential curve, Said curve bears to the right through an angle of $41^{\circ} 24' 00''$, having a radius of 214.51 feet along the arc a distance of 155.00, and whose long chord bears South $74^{\circ} 17' 01''$ West a distance of 151.65 feet, Thence North $85^{\circ} 00' 59''$ West a distance of 351.80 feet, Thence South $00^{\circ} 36' 39''$ East a distance of 40.93 feet, Thence North $56^{\circ} 10' 59''$ West a distance of 151.55 feet to the point of beginning.

Containing 117,553 Square Feet or 2.70 Acres