

When Recorded Return to:
 1229 Cherry Lane
 Provo, UT 84604
 MTC File No. 255436
 Salt Lake County Tax Parcel No.
 20-25-300-058

12879998
 11/05/2018 10:41 AM \$14.00
 Book - 10727 Pg - 7490-7492
 ADAM GARDINER
 RECORDER, SALT LAKE COUNTY, UTAH
 SHERIDAN CREEK, LLC
 BY: RMA, DEPUTY - WI 3 P.

SLOPE EASEMENT AND TEMPORARY CONSTRUCTION ACCESS EASEMENT

This Slope Easement and Temporary Construction Access Easement is made by and between Sheridan Creek, LLC, a Utah limited liability company (herein Sheridan) and Naomi Tew Udall, Trustee of the Naomi Tew Udall revocable Trust U/A dated September 14, 2010 (herein Udall).

A. Udall owns the following described property in Salt Lake County, Utah (herein the Udall Property).

BEG N 0°42'46" W 1162.13 FT & E 53 FT FR SW COR SEC 25, T2S, R2W, SLM; N 0°42'46" W 231.98 FT; E 883.92 FT M OR L; S 2°38'39" E 232.21 FT; W 891.75 FT M OR L TO BEG. 4.73 AC M OR L.

Tax Parcel No. 20-25-300-058

B. Sheridan owns the following described property in Salt Lake County, Utah (herein the Subdivision):

A part of the Southwest Quarter of Section 25, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 1162.13 feet North 0°43'28" West along the Section Line and 220.80 feet North 89°59'18" East from the Southwest Corner of said Section 25; and running thence North 89°59'18" East 723.95 feet; thence South 2°39'21" East 458.73 feet; thence South 89°59'18" West 897.21 feet to the East Line of 5600 West Street as it exists at 63.00 foot half-width; thence North 0°43'28" West 363.90 feet; thence along the Southeasterly Line of a roundabout the following four courses: North 33°30'42" East 5.16 feet; Northeasterly along the arc of an 83.50 foot radius curve to the right a distance of 45.98 feet (Center bears South 56°29'31" East, Central Angle equals 31°33'10" and Long Chord bears North 49°17'04" East 45.41 feet) to a point of compound curvature; and Northeasterly along the arc of a 283.50 foot radius curve to the right a distance of 123.16 feet (Central Angle equals 24°53'25" and Long Chord bears North 77°30'22" East 122.19 feet); thence North 0°07'30" East 3.55 feet; thence North 0°03'44" East 30.50 feet to the point of beginning.

TOGETHER WITH a 66.00 foot easement for ingress, egress and utilities the center line of which is beginning on the section line at a point bearing South 89°55'39" East 984.00 feet from the Southwest corner of said Section 25; and running thence North 2°38'39" West 3239.06 feet; thence North 15°28'37" West 783.14 feet; thence North 0°24'32" West 1311.75 feet to the Section Line.

(Note: Description being the proposed legal of the Highlands Landing Commercial Subdivision)

C. Sheridan intends to develop the Subdivision into a commercial subdivision with the proposed

name of Highlands Landing Commercial Subdivision.

D. The parties understand and acknowledge that upon the recording of the Highlands Landing Commercial Subdivision, Highlands Loop Road will be a public Street abutting the south boundary line of the Udall Property.

E. The parties understand and acknowledge that there is an elevation drop between the proposed level of Highlands Loop Road and the general elevation of the Udall Property abutting Highlands Loop Road.

F. The parties acknowledge and agree that it is mutually beneficial for the parties to enter into this agreement for the current development of the Subdivision and future development of the Udall Property.

NOW, THEREFORE, in consideration for the mutual covenants and agreements, set forth herein (including in the recitals above) and for other good and valuable consideration, the adequacy of which are hereby acknowledged the parties hereto agree as follows:

1. Udall does hereby grant and convey to Sheridan, its successors, assigns lessees, licensees and agents, a Temporary Construction and Access Easement for the purpose of accommodating equipment hauling dirt and transporting grading vehicles and equipment across such Construction Easement in order to construct a dirt slope (herein the Dirt Slope), as Sheridan may require upon the following described portion of the Udall Property (herein the Construction Easement):

A part of the Southwest Quarter of Section 25, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the South Line of Grantor's Property on the East Line of and existing Roundabout Easement located 1162.13 feet North $0^{\circ}43'28''$ West along the Section Line; and 220.80 feet North $89^{\circ}59'18''$ East along said South Line from the Southwest Corner of said Section 25; and running thence North $0^{\circ}03'44''$ East 15.00 feet along said existing Roundabout Easement; thence North $89^{\circ}59'18''$ East 399.98 feet; thence South $0^{\circ}00'42''$ East 15.00 feet to the South Line of Grantor's Property; thence South $89^{\circ}59'18''$ West 400.00 feet along said South Line to the point of beginning.

Contains 6,000 sq. ft.

2. Udall does hereby grant and convey to Sheridan, its successors, assigns, a permanent slope easement to build the Dirt Slope within the Construction Easement, sufficient to maintain the final grade of the Highlands Loop Road abutting the Udall Property (herein the Slope Easement).

3. The Construction Easement shall be for ingress and egress during the period of the construction of the Dirt Slope and Highlands Loop Road and shall commence upon the first construction thereof and shall continue until the completion of the construction of the Dirt Slope and Highlands Loop Road.

4. The Slope Easement shall remain as long as necessary to sufficiently retain the elevation of the Final Common Grade at the elevation of the surface of Highlands Loop Road as approved by West Jordan City. For the avoidance of doubt, the Slope Easement shall terminate upon the completion of a park strip and sidewalk on the north side of Highlands Loop Road.

5. The material to be used to construct the Dirt Slope shall be clean dirt suitable for road base under a public street in accordance with current West Jordan City requirements. The Dirt Slope will not be compacted.

6. The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Executed by the parties this 21st day of September, 2018.

Sheridan Creek, LLC,
a Utah limited liability company

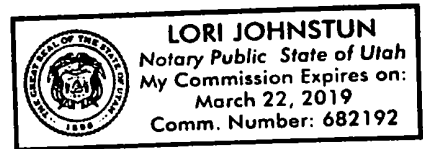
By: [Signature]
Its: Manager

By: [Signature]
Naomi Tew Udall, Trustee of the Naomi Tew
Udall revocable Trust U/A dated September 14, 14
2010 21st

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

The foregoing instrument was acknowledged before me this 26th day of August, 2014 by Barrett Peterson the Manager of Sheridan Creek, LLC, a Utah limited liability company, who duly acknowledged to me that said instrument was executed by authority.

[Signature]
NOTARY PUBLIC



STATE OF UTAH)
: ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 21 day of September, 2018 by Naomi Tew Udall, Trustee of the Naomi Tew Udall revocable Trust U/A dated September 14, 2010, who duly acknowledged to me that said instrument was executed by authority.

[Signature]
NOTARY PUBLIC

