

When recorded return to:

Ryan B. Braithwaite  
BENNETT TUELLER JOHNSON & DEERE  
3165 E. Millrock Dr., Suite 500  
Salt Lake City, UT 84121

## **EASEMENT FOR GARBAGE DUMPSTER ENCLOSURE AGREEMENT**

THIS EASEMENT FOR GARBAGE DUMPSTER ENCLOSURE AGREEMENT (this "Agreement") is made as of the 18<sup>th</sup> day of February, 2019, by and between Shadow Ridge Condominium Owners' Association, a Utah non-profit corporation ("Shadow Ridge") and the owners of the parcels of real property identified in Exhibit B hereto (the "Milne Lane Owners") (Shadow Ridge and the Milne Lane Owners are collectively referred to herein as the "Parties" and each is a "Party") with reference to the following:

### **RECITALS**

WHEREAS, Shadow Ridge is the owner of the real property known as the common area of the Shadow Ridge Condominium, which real property is described in Exhibit A hereto (the "Shadow Ridge Property").

WHEREAS, the Milne Lane Owners are the owners of the parcels of real property identified in Exhibit B hereto (the "Milne Lane Parcels").

WHEREAS, on July 18, 1983, the Salt Lake County Public Works Department, Planning Commission, Planning and Business License Division issued a Conditional Use Permit (the "Use Permit") to Prowswood, Inc. ("Prowswood") in connection with the development of the Shadow Ridge Property (a true and correct copy of the Use Permit is attached hereto as Exhibit C).

WHEREAS, the Use Permit includes an "approved site plan" (the "Site Plan"), which identifies the location of a "GARB. ENCL. FOR MILNE LN. RESIDENTS."

WHEREAS, a garbage dumpster enclosure (the "Enclosure") was constructed in accordance with the Site Plan, and the Enclosure remains in place as of the date of this Easement.

WHEREAS, the Enclosure is located upon the Shadow Ridge Property.

WHEREAS, the location of the area within the Enclosure as identified on the Site Plan and as constructed is referred to hereinafter as the "Enclosure Area."

WHEREAS, for many years, garbage dumpsters have been placed in the Enclosure Area for garbage collection services for the Milne Lane Owners' benefit.

WHEREAS, a dispute (the "Dispute") arose between Shadow Ridge and the Milne Lane Owners over which of these Parties is responsible for paying for the garbage collection services for the Milne Lane Owners' benefit.

WHEREAS, the Milne Lane Owners desire to establish certain easement rights in order to place a garbage dumpster (the "Dumpster") in the Enclosure Area for the benefit of the Milne Lane Owners and to allow the Milne Lane Owners to place their garbage in the Dumpster subject to the terms set forth herein.

WHEREAS, Shadow Ridge is willing to execute this Agreement for the purpose of acknowledging the terms of the Milne Lane Owners' use of the Enclosure Area and in order to resolve the Dispute.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shadow Ridge does hereby grant unto the Milne Lane Owners, their tenants, invitees, successors, heirs, and assigns, the following easement as more particularly described herein for the purpose of allowing the Milne Lane Owners to place a Dumpster in the Enclosure for garbage collection purposes:

1. Incorporation of Recitals. The foregoing recitals shall constitute an integral part of this Easement, and this Easement shall be construed in light thereof.

2. Establishment of Easement. Shadow Ridge hereby grants to the Milne Lane Owners an exclusive easement (the "Dumpster Easement") for the duration described hereinafter over the Enclosure Area for the purpose of placing a Dumpster to collect, temporarily store, and remove garbage. This Dumpster Easement shall include the rights of vehicular and pedestrian ingress, egress, and regress in, over, and upon the Enclosure Area.

3. Releases of Claims; Indemnification. Shadow Ridge's grant of the Dumpster Easement to the Milne Lane Owners as set forth herein and the continued usage of the Dumpster Easement are conditioned upon the Milne Lane Owners' agreement to a mutual release of claims. Therefore, as consideration for the promises contained in this Agreement, each of the Milne Lane Owners and Shadow Ridge hereby mutually and unconditionally release, acquit, and forever discharge the other Party and each of their respective members, owners, shareholders, officers, directors, employees, managers, agents, representatives, successors, assigns, insurers, and attorneys from and against any and all present and future claims, actions, causes of action, suits, demands, rights, losses, damages, attorneys' fees, costs, expenses, contribution, subrogation, and compensation of any nature whatsoever arising out of or relating in any way to the Dispute or the Use Permit. Notwithstanding the foregoing, nothing in this paragraph shall be construed to release or discharge either Party from any of the obligations owed to the other Party under this Agreement. The Milne Lane Owners, jointly and severally, agree to save, hold harmless, defend, and indemnify Shadow Ridge from and against all claims for damages or injury to persons or property, including claims relating to hazardous waste, arising out or relating in any way to the Dumpster Easement, the Dumpster,

the Enclosure, or the Enclosure Area except to the extent such claims are the exclusive fault of Shadow Ridge or any of its members.

4. Maintenance of Easement and Improvements. The Milne Lane Owners, jointly and severally, shall maintain the Dumpster, the Enclosure, the Enclosure Area, and that portion of the Shadow Ridge Property that adjoins the Enclosure Area in good repair and condition so as not to adversely impact the Shadow Ridge Property or the Dumpster Easement. Any cost or expense for maintenance of or repairs to the Dumpster Easement, the Dumpster, the Enclosure Area, the Enclosure, or the portion of the Shadow Ridge Property that adjoins the Enclosure Area (unless such maintenance or repair is necessitated by the acts or omissions of Shadow Ridge or one of its members) shall be the sole responsibility and expense of the Milne Lane Owners and the Milne Lane Owners shall be liable to Shadow Ridge jointly and severally for such cost or expense. This Dumpster Easement shall include a right of way for the purpose of maintaining, repairing, and replacing the Dumpster Easement, the Dumpster, the Enclosure Area, the Enclosure, or the portion of the Shadow Ridge Property that adjoins the Enclosure Area.

5. Use Restrictions. In order to deter and restrict its members from depositing garbage in the Dumpster, Shadow Ridge shall cause the opening in the existing fence to be closed off to the north of the Enclosure Area. Shadow Ridge shall also promulgate a rule restricting its members from depositing garbage in the Dumpster.

6. Duration. Shadow Ridge's grant of the Dumpster Easement shall exist in perpetuity unless it is terminated by the Milne Lane Owners or Shadow Ridge by recording a notice of termination in the official records of the Salt Lake County Recorder's Office. Shadow Ridge may terminate the Dumpster Easement upon the occurrence of any of the following events (each an "Event of Default"): (a) if the Milne Lane Owners fail to satisfy any of the obligations set forth above in paragraph 4 of this Agreement; (b) if the Milne Lane Owners abandon the Dumpster Easement by failing to have the Dumpster emptied for a period of seven (7) days or more; (c) if the Milne Lane Owners abandon the Dumpster by having the Dumpster removed for a period of seven (7) days or more; (d) if the Milne Lane Owners employ another method for garbage collection for the Milne Lane Parcels; (e) if garbage accumulates in or around the Enclosure Area for seven (7) days or more; or (f) if any hazardous waste is disposed of in the Dumpster. Before Shadow Ridge may terminate the Dumpster Easement for an Event of Default, it must post a notice of its intent to terminate the Dumpster Easement in the Enclosure Area for a period of seven (7) days and must give the Milne Lane Owners at least fifteen (15) days to cure the Event of Default before terminating the Dumpster Easement. If Shadow Ridge terminates the Dumpster Easement as set forth herein for any Event of Default enumerated herein, such termination shall not terminate any of the other terms, conditions, or obligations set forth in this Agreement.

7. Covenants Running with the Land. The Dumpster Easement and the agreements, easements, rights, covenants, and undertakings contained within this Agreement shall run with the land and be appurtenant to and for the benefit of the owners of the Milne Lane Parcels and shall be a burden upon the title to the Shadow Ridge Property. Any conveyance of the Shadow Ridge Property, the Milne Lane Parcels, or any portions thereof, shall be subject to the Dumpster Easement and the agreements, easements, rights, covenants,

and undertakings contained in this Agreement, and, at the time of conveyance, the grantor in any deed of conveyance shall be relieved of future obligations thereafter arising or to be performed by the owners of the real property interest so conveyed. Any grantee of the Milne Lane Owners or Shadow Ridge, as applicable, or their successors, heirs, operators, or assigns, by recordation of a deed or other instrument of transfer or conveyance, shall be deemed to have assumed the obligations under this Agreement with respect to such real property granted to it. For the avoidance of doubt, all of the terms of this Agreement, shall be binding on the Milne Lane Owners and Shadow Ridge and their respective successors and assigns and shall inure to the benefit of the Milne Lane Owners and Shadow Ridge and their respective successors and assigns.

8. Amendment and Termination. This Agreement may be modified, amended, or terminated only by written agreement of the Milne Lane Owners and Shadow Ridge, and shall be duly acknowledged in a manner suitable for and effective upon recording in the Office of the Salt Lake County, Utah Recorder.

9. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflict of laws.

10. No Public Dedication; No Third-Party Beneficiaries or Consents. This Agreement is not intended, and shall not be construed: (a) as a dedication to the public of any interests in the Dumpster Easement described herein, (b) to give any member of the public, or any party other than as provided herein, any right whatsoever herein or therein, or (c) to require any consent or other action of any other party other than as expressly provided herein to any amendment to or waiver of any provision of this Agreement.

11. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

12. Compliance Certificate. Upon the written request of the owner(s) of the Shadow Ridge Property or the Milne Lane Parcels or the holder of any first lien deed of trust or first lien mortgage on any such parcel, any such owner shall execute, have acknowledged and deliver a certificate stating whether, to the knowledge of the signatory party, the requesting party is otherwise in compliance with this Agreement.

13. Waiver. This Agreement may not be waived orally or impliedly, but only by written document executed by the party against which such waiver is sought. Neither the failure of a party to complain of any violation of this Agreement, regardless of how long such failure continues, nor the failure of a party to invoke (or the election by a party not to invoke) any right, remedy or recourse for a violation hereof, shall extinguish, waive or in any way diminish the rights, remedies and recourses of the party with respect to such violation. No

waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision hereof.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be considered as one and the same instrument.

15. Headings. The paragraph headings in this Agreement are for convenience only, and shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part thereof.

16. Attorneys' Fees. In the event it becomes necessary for any party hereto to employ the services of an attorney in connection with a dispute over the enforcement or interpretation of any provision of this Agreement, either with or without formal litigation, the prevailing party in such dispute shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorneys' fees, costs, and expenses incurred in connection with such dispute.

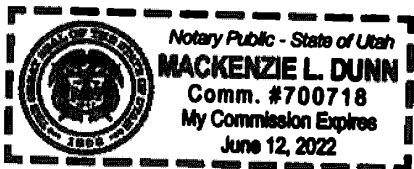
17. Exhibits. The exhibits attached hereto are by this reference incorporated into the Agreement and made a part thereof.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first written above.

**SHADOW RIDGE CONDOMINIUM OWNERS' ASSOCIATION,  
a Utah non-profit corporation**

By: Judith H. Seiders  
Print Name: Judith H. Seiders  
Title: President

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2019, by Judith H. Seiders, who is an authorized representative of Shadow Ridge Condominium Owners' Association, a Utah non-profit corporation



Mackenzie L. Dunn  
NOTARY PUBLIC

MILNE LANE OWNERS:

By: [Signature]  
Owner of 1399 E Milne Ln

By: [Signature]  
Owner of 1327 E Milne Ln

By:                       
Owner of 1399 E Milne Ln

By: [Signature]  
Owner of 1321 E Milne Ln

By: [Signature]  
Owner of 1315 E Milne Ln

By: [Signature]  
Owner of 1317 E Milne Ln  
*Cannon*

By:                       
Owner of 1315 E Milne Ln

By:                       
Owner of 1317 E Milne Ln

By: [Signature]  
Owner of 1385 E Milne Ln

By: [Signature]  
Owner of 1319 E Milne Ln

By: No such address  
Owner of 1385 E Milne Ln

By: [Signature]  
Owner of 1319 E Milne Ln

By: no such address  
Owner of 1314 E Milne Ln

By: [Signature]  
Owner of 7235 S Milne Ln

By: "  
Owner of 1314 E Milne Ln

By: [Signature]  
Owner of 7235 S Milne Ln

By: Norma Cherington  
Owner of 1348 E Milne Ln

By: [Signature] C. Miller  
Owner of 7225 S Milne Ln

By: W. Brent Cherington  
Owner of 1348 E Milne Ln

By:                       
Owner of 7225 S Milne Ln  
*Miner*

By: Nancy K Jensen  
Owner of 1357 E Milne Ln

By: No such address  
Owner of 7380 S Milne Ln

By: —  
Owner of 1357 E Milne Ln

By: "  
Owner of 7380 S Milne Ln

By: Bunker  
Owner of 1350 E Milne Ln

By: Karen L. Milne  
Owner of 7345 S Milne Ln

By: Sadie Cherrington  
Owner of 1350 E Milne Ln

By: Chad M. Milne  
Owner of 7345 S Milne Ln

By: [Signature]  
Owner of 1330 E Milne Ln

By: [Signature]  
Owner of 7349 S Milne Ln

By: Jim Swain  
Owner of 1330 E Milne Ln

By: —  
Owner of 7349 S Milne Ln

By: W. Dunder  
Owner of 1320 E Milne Ln

By: [Signature]  
~~Owner of 7369 S Milne Ln~~ 82  
1309 Milne Ln

By: Alan [Signature]  
Owner of 1320 E Milne Ln

By: —  
~~Owner of 7369 S Milne Ln~~  
1309 Milne Ln

By: [Signature]  
Owner of 1335 E Milne Ln

By: [Signature]  
Owner of 7367 S Milne Ln

By: Claudia [Signature]  
Owner of 1335 E Milne Ln

By: —  
Owner of 7367 S Milne Ln

By: Arthur Milne  
owner 1325 Milne Ln.

By: Diana J. Belka  
7343 Milne Ln

By: [Signature]  
7246 Milne Ln.  
Pac h

By: [Signature]  
140 E. Milne Ln.  
Madson Madson BK 10794 PG 2641

By: \_\_\_\_\_  
Owner of 1401 E Milne Ln

By: \_\_\_\_\_  
Owner of 7343 S Milne Ln

By: \_\_\_\_\_  
Owner of 1401 E Milne Ln

By: \_\_\_\_\_  
Owner of 7343 S Milne Ln

By: \_\_\_\_\_  
Owner of 1325 E Milne Ln

By: \_\_\_\_\_  
Owner of 7246 S Milne Ln

By: \_\_\_\_\_  
Owner of 1325 E Milne Ln

By: \_\_\_\_\_  
Owner of 7246 S Milne Ln



**Exhibit A**

**[Shadow Ridge Property]**

BEG N 0°05'23" E 841.5 FT FR E 1/4 COR OF SEC 29, T 2S, R 1E, S L M; W 46.21 FT; N 83°25'34" W 129.3 FT; N 69°51' 32" W 121.58 FT; N 43°15'34" W 27.55 FT; N 70°53'09" W 221. 7 FT; N 81°17'45" W 82.16 FT; N 63°56'26" W 301.64 FT; N 31°48' E 233.891 FT; NE'LY ALG CURVE TO L 96.14 FT; S 89°10'58" E 263.983 FT; N 01°04'18" W 154.14 FT; S 89° 44'20" E 440.71 FT; S 0°05'23" W 256.601 FT; S 89°26' E 9.30FT; S 0°45' E 106.38 FT; N 89°26' W 10.86 FT; S 0°05'23" W 148.50 FT; E 15 FT; S 0°05'23" W 74.25 FT; W 15 FT; S 0°05'23" W 140.27 FT TO BEG. LESS UNITS 10.068 AC. (BEING THE COMMON AREA OF SHADOW RIDGE CONDMN).

[Parcel No. 22-29-230-185-0000]

## Exhibit B

### [Milne Lane Parcels]

| PARCEL NO.         | LEGAL DESCRIPTION  | ADDRESS         | CURRENT OWNER NAME |
|--------------------|--|-----------------|--------------------|
| 22-28-304-003-0000 | BEG 191.52 FT S & 696.18 FT E<br>FR E 1/4 COR SEC 29, T 2S, R<br>1E, S L M; N 33^E 193.5 FT; S<br>74^58' E 71.78 FT; S 1^27' E<br>161.8 FT; W 65 FT; S 67^44'37"<br>W 79.76 FT; NWLY ALG<br>CURVE TO L 63.67 FT TO BEG.<br>0.55 AC M OR L. 4926-294,296,<br>3358-2665188-1278 6556-0803<br>6645-0470   | 1399 E Milne Ln | Harrison           |
| 22-28-153-043-0000 | BEG N 143.68 FT & E 204.31 FT<br>FR W 1/4 COR OF SEC 28, T 2S,<br>R 1E, S L M; S 61^07'36" E<br>100.97 FT TO FENCELINE;<br>ALG SD FENCE LINE S<br>29^27'03" W 215.64 FT TO A<br>FENCE LI E; ALG SD FENCE<br>LINE N 61^07'36" W 101.04 FT;<br>ALG A FENCE LINE N<br>29^28'14" E 215.64 FT TO BEG.<br>0.50 AC M OR L. 5609-1387,<br>4459-327, 1935-142, 534-565,<br>569, 572, 577 THRU 581, 452-<br>0442 63-0450 55-0602 7-0-586<br>6179-1570 8583-2778 8583-2780<br>9455-4298 10182-4841 10182-<br>4859 | 1315 E Milne Ln | Beklik             |
| 22-28-304-002-0000 | COM 143.47 FT S & 613.23 FT E<br>FR W 1/4 COR SEC 28 T2S R1E<br>SLMER N 15^ E 159.12 FT S<br>74^58' E 152.35 FT S 33^ W<br>193.5 FT W'LY ALG CURVE<br>TO LEFT 5.5 FT N 60^ W 90.37<br>FT TO BEG 0.51 AC 5996-0630<br>6364-938 6364-0940 6812-2381  | 1385 E Milne Ln | Antczak            |

| PARCEL NO.         | LEGAL DESCRIPTION   | ADDRESS         | CURRENT OWNER NAME |
|--------------------|---|-----------------|--------------------|
| 22-28-301-006-0000 | BEG N 109.6 FT & W 116.36 FT FR E 1/4 COR OF SEC 29, T 2S, R1E, S L M; S 48^59'36" E 154.19 FT; S 61^07'39" E 211.74 FT M OR L; S 29^ W 210.59 FT M OR L TO A PT THAT IS S 279 FT & E 85.15 FT FR SD E 1/4 COR; W'LY ALG CREEK 25.19 FT M OR L TO A PT THAT IS S 277.652 FT & E 59.994 FT FR SD E 1/4 COR; N 50^ W 156.75 FT; N 16^30' W 82.5 FT; N 9^ W 209.97 FT TO BEG. 1.27 AC M OR L. 5609-1385, 4459-324, 534-565, 569, 572,577 THRU 581, 452-442, 63-450, 55-602, 7-0-586 5886-0002 6494-2018 7817-2028,2030 9236-8443 9236-8446 | 1314 E Milne Ln | FF-Milne Corp.     |
| 22-28-301-007-0000 | BEG S 117.89 FT & E 479.54 FT FR E 1/4 COR SEC 29, T 2S, R 1E, SLM; E'LY ALG CURVE TO R 85.28 FT; S 60^ E 44.37 FT; S 15^ W 175 FT M OR L TO CEN LINE LITTLE COTTONWOOD CREEK; W'LY ALG SD CEN LINE 127 FT M OR L; N 15^ E 200 FT M OR L TO BEG. 0.50 AC M OR L. 6694-2829 6901-0977  | 1348 E Milne Ln | Cherrington        |
| 22-28-304-001-0000 | BEG 89.18 FT S & 489.23 FT E FR E 1/4 COR SEC 29, T 2S, R 1E, S L M; N 15^ E 138.25 FT; S 74^58' E 133.82 FT; S 15^ W 159.12 FT; N 60^ W 45 FT; W'LY ALG CURVE TO L 91.19 FT TO BEG   | 1357 E Milne Ln | Jensen             |
| 22-28-301-008-0000 | BEG S 279.58 FT & E 714 FT FR W 1/4 COR SEC 28, T 2S, R 1E, SLM; S 123 FT M OR L TO CEN LITTLE COTTONWOOD CREEK; NW'LY ALG CEN SD CREEK 180 FT M OR L N 15^ E 175 FT M OR L S 60^ E99.5 FT; S'LY ALG CURVE TO R 78.54 FT TO BEG. 0.57 AC M OR L. 6694-2829 8305-7600,7603 8640-8049   | 1350 E Milne Ln | Cherrington        |

| PARCEL NO.         | LEGAL DESCRIPTION  | ADDRESS         | CURRENT OWNER NAME |
|--------------------|--|-----------------|--------------------|
| 22-28-301-002-0000 | BEG 114.12 FT S & 337.29 FT E FR SE COR OF NE 1/4 SEC 29 T 2S R 1E SL MER E 99.471 FT E'LY ALG CURVE TO RIGHT 43 FT S 15° W 200 FT M OR L TO CENTERLINE OF LITTLE COTTONWOOD CREEKNW'LY ALG SD LINE 132 FT M OR L N 15° E 163 FT M OR L TO BEG 0.55 AC, M OR L 5149-0432 5473-1299 5537-2630 5537-2633 6295-1842 9959-8526   | 1330 E Milne Ln | Swain              |
| 22-28-301-001-0000 | COM 99.7 FT S & 184.54 FT E FR E 1/4 COR SEC 29 T 2S R 1E SLMER E'LY ALG CURVE TO LEFT 58.21 FT E 97 FT S 15° W 163 FT MOR L TO CENTERLINE OF LITTLE COTTONWOOD CREEK W'LY ALG SD LINE 212 FT M OR L N 29° E 205 FT TO BEG 0.66 AC 6594-0262 6500-1210 6594-0262 6604-0573 6767-1356 7292-1129   | 1320 E Milne Ln | Ormsby             |
| 22-28-153-014-0000 | COM 84.12 FT S & 351.1 FT E FR E 1/4 COR SEC 29 T 2S R 1E SLMER N 15° E 169.8 FT S 74°58' E 134.74 FT S 15° W 138.85 FT W'LY ALG CURVE TO LEFT 52.8 FT W 85.66 FT TO BEG 0.48 AC   | 1335 E Milne Ln | Dykman             |
| 22-28-304-019-0000 | BEG S 442.84 FT & E 833.82 FT FR W 1/4 COR OF SEC 28, T 2S, R 1E, SLM; S 60°17' E 56.92 FT; N 1°27' W 106.6 FT; N 89°43'41" W 3.65 FT M OR L; N 1°27' W 154.87 FT M OR L; W 55.03 FT; S 67°44'37" W 79.76 FT; S'LY ALG CURVE TO R 40.7 FT; S 132 FT M OR L TO CEN OF LITTLE COTTONWOOD CREEK; SE'LYALG CEN OF SD CREEK 97 FT M OR L TO BEG. EXCEPT BEG N 1007.89 FT & E 522.96 FT FR SW COR OF SD SEC 28; N 15°55' E 320.44 FT; N 86°11' W 21 FT; N 8°42' E 935.8 FT; S 83° E 171.89 FT; S 976.18 FT; S 0°25'37" E 346.31 FT; N 74°05' W 396.88 FT TO BEG. 0.59 AC M OR L. 6165-1154 6656-2294 6664-0591 7351-0432 8285-2789 8530-4385 8924-3526 9089-8161 9089-8183 9443-5825 9452-4239 9824-7017 | 1401 E Milne Ln | Madson             |

| PARCEL NO.         | LEGAL DESCRIPTION  | ADDRESS         | CURRENT OWNER NAME |
|--------------------|--|-----------------|--------------------|
| 22-28-153-051-0000 | BEG N 841.50 FT FR W 1/4 COR SEC 28, T2S, R1E, SLM; W 149.78 FT M OR L; S 36°53'21" E 243.15 FT; SE'LY ALG A 165.50 FT RADIUS CURVE TO L 87.91 FT (CHD S 52°06'21" E); S 67°19'20" E 135.20 FT; SE'LY ALG A 50 FT RADIUS CURVE TO R 66.60 FT (CHD S 29°09'40" E); S 9° W 125.92 FT; S 72° E 191.87 FT M OR L; N 29° E 148.50 FT M OR L; N 44°15' W 651.75 FT M OR L; S 66 FT M OR L TO BEG. LESS & EXCEPT BEG NW COR LOT 5, THE COVE AT COTTONWOODS AMENDED; N 20°36'30" E 10.10 FT; S 67°19'20" E 272.76 FT; S 18°56'01" W 142.14 FT; N 70°12'18" W 31.68 FT; N 73°40'42" W 95.71 FT; N 77°11'36" W 2.15 FT; N9° E 109.32 FT; NW'LY ALG 50 FT RADIUS CURVE TO L, 66.61 FT (CHD N 29°09'40" W); N 67°19'20" W 78.36 FT TO BEG. | 1325 E Milne Ln | Milne              |
| 22-28-153-044-0000 | BEG S 72.82 FT M OR L & E 198.01 FT M OR L FR E 1/4 COR OF SEC 29, T 2S, R 1E, S L M; N 29°27'03" E 205.05 FT M OR L; S74°58' E 99.63 FT M OR L; S 15° W 169.8 FT; W 110.81 FT; W'LY ALG CURVE TO R 44.27 FT M OR L TO BEG. 0.54 AC M OR L. 6179-1567 6500-1213 6500-1216 6676-1212 6676-1215 6763-2703 7221-1762  | 1321 E Milne Ln | Adams              |
| 22-28-153-050-0000 | BEG N 423.19 FT & E 10.8 FT FR SE COR NE 1/4 SEC 29, T2S, R1E, SLM; S 77°11'36" E 198.16 FT ALONG S LINE OF LOTS 4 & 5 THE COVE AT THE COTTONWOODS SUB AMD; S 09°00'00" W 16.61 FT M OR L; S 72°00'00" E 4.92 FT M OR L; S 06°37'35" E 97.60 FT M OR L; N 86°44'42" W 182.20 FT; N 09°25'46" W 150.49 FT M OR L TO BEG. 0.55 AC M OR L. 9445-1893 9573-9218 9743-4999 10238-7658 10425-3942 10449-2375 10441-5276 10612-4743   | 1317 E Milne Ln | Cannon             |

| PARCEL NO.         | LEGAL DESCRIPTION   | ADDRESS         | CURRENT OWNER NAME |
|--------------------|---|-----------------|--------------------|
| 22-28-153-042-0000 | BEG N 361.2 FT & E 206.11 FT<br>FR W 1/4 COR OF SEC 28, T 2S,<br>R 1E, S L M; S 72^ E 209.24 FT<br>M OR L; S 29^27'03" W 229.05<br>FT M OR L; N 61^07'36" W<br>100.97 FT; N 29^28' 14" E 45.62<br>FT M OR L; N 6^37'35" W<br>176.82 FT TO BEG. 0.70 AC M<br>OR L. 5609-1387, 4459-327,<br>1935-142, 534- 565, 569, 572,<br>577 THRU 581, 452-442, 63-450,<br>55-602, 7-0-586 6179-1570 6833-<br>2497 6935-0769 7426-0940 9892-<br>3248 10243-7571 10392-2706  | 1319 E Milne Ln | Southworth         |
| 22-29-278-009-0000 | BEG N 266.46 FT & W 163.53<br>FT FR E 1/4 COR OF SEC 29, T<br>2S, R 1E, S L M; N 37^31'30" W<br>133.56 FT; N 17^ W 336.09 FT; S<br>86^ E 38.77 FT M OR L; S 15^ E<br>6.02 FT M OR L; S 87^21' E 59.8<br>FT; S 17^ E 228.06 FT; S<br>11^58'30" E 74.92 FT; S 9^ E 10<br>FT; W 35 FT; S 15^03' E 118.86<br>FT TO BEG. ALSO BEG N<br>317.155 FT & W 152.652 FT FR<br>E 1/4 COR OF SD SEC 29; S 76^<br>E 3.67 FT; S 9^ E 33.11 FT M OR<br>L; N 76^ W 15.6 FT M OR L;<br>NE'LY 30.49 FT M OR L TO<br>BEG. 0.75 AC M OR L. 6126-<br>760, 5891-0472 5860-2576<br>THRU 2580 5416-0410 4891-<br>0553 6126-0759 6596-1622 8319-<br>7618 | 7235 S Milne Ln | Funk               |
| 22-29-278-017-0000 | LOT 1, COVE AT THE<br>COTTONWOODS<br>SUBDIVISION AMENDED.<br>9422-1660 9441-9408 9588-8215<br>9592-9570 9647-4604 9802-8776   | 7225 S Milne Ln | Miner              |

| PARCEL NO.         | LEGAL DESCRIPTION  | ADDRESS         | CURRENT OWNER NAME |
|--------------------|--|-----------------|--------------------|
| 22-29-428-003-0000 | BEG S 63.8 FT & W 62.7 FT FR E 1/4 COR SEC 29, T 2S, R 1E, SLM; N 5 <sup>^</sup> 54'20" W 122.140 FT; N 9 <sup>^</sup> W 262 FT; N 75 <sup>^</sup> W 29 FT; S 10 <sup>^</sup> 15' E 201.342 FT; S 24 <sup>^</sup> 10' W 70 FT; N 84 <sup>^</sup> 23' W 394.091 FT TO CENTER OF LITTLE COTTONWOOD CREEK; S 45 <sup>^</sup> 47'19" W 97.251 FT; S 76 <sup>^</sup> 01'58" W 40.678 FT; S 65 <sup>^</sup> 48'09" W 67.013 FT; S 13 <sup>^</sup> 13'18" W 47.001 FT; S 33 <sup>^</sup> 30'18" E 58.076 FT; S 45 <sup>^</sup> 57'34" E 58.172 FT; S 34 <sup>^</sup> 43'03" E 50.635 FT TO N LINE OF LOT 1 CURTIS SUB NO 2; N 89 <sup>^</sup> 45'42" E 9.315 FT; S 77 <sup>^</sup> 58' 24" E 264.160 FT; S 0 <sup>^</sup> 04'47" W 77.375 FT; S 82 <sup>^</sup> 47'30" E 232.587 FT; N 75 <sup>^</sup> 00'30" E 113.17 FT; N 68 <sup>^</sup> 33'20" E 103.740 FT; N 84 <sup>^</sup> 35' E 7.454 FT; N 5 <sup>^</sup> 25' W 10.500 FT TO GREEN DITCH; S 74 <sup>^</sup> 59'49" W 17.163 FT; N 34 <sup>^</sup> 55'45" W 16.907 FT; N 45 <sup>^</sup> 00' 51" W 40.004 FT; N 60 <sup>^</sup> 14'36" W 105.714 FT; N 03 <sup>^</sup> 31'39" W 95.772 FT; N 43 <sup>^</sup> 00'21" W 19.744 FT TO BEG. 5.15 AC M OR L. 7514-2960 8281-3185 9355-6183 | 7380 S Milne Ln | FF-Milne Corp.     |
| 22-29-278-023-0000 | BEG N 458.74 FT & W 145.57 FT FR SE COR OF NE 1/4 SEC 29, T2S, R1E, SLM; S 77 <sup>^</sup> 11'36" E 180 FT ALG FENCE LINE; S 9 <sup>^</sup> 25'46" E 147.15 FT; N 86 <sup>^</sup> 44'42" W 198.52 FT; N 9 <sup>^</sup> W 97.49 FT; E 34.77 FT; N 15 <sup>^</sup> 07'50" W 80.28 FT TO BEG. LESS & EXCEPT BEG N 423.19 FT & E 10.8 FT FR SE COR NE 1/4 SEC 29, T2S, R1E, SLM; S 77 <sup>^</sup> 11'36" E 19.64 FT; S 09 <sup>^</sup> 25'46" E 147.15 FT; N 86 <sup>^</sup> 44'42" W 18.65 FT M OR L; N 09 <sup>^</sup> 25'46" W 150.49 FT M OR L TO BEG. 0.63 AC M OR L.  | 7345 S Milne Ln | Milne              |
| 22-28-153-047-0000 | LOT 2, RIVERS TREASURELAND SUBDIVISION.  | 7349 S Milne Ln | Lundskog           |
| 22-28-153-046-0000 | LOT 1, RIVERS TREASURELAND SUBDIVISION. 8958-7245  | 7369 S Milne Ln | Lundskog           |

| PARCEL NO.         | LEGAL DESCRIPTION   | ADDRESS         | CURRENT OWNER NAME |
|--------------------|---|-----------------|--------------------|
| 22-29-278-014-0000 | BEG N 0°05'23" E 284.96 FT & W 144.64 FT FR SE COR OF NE 1/4 SEC 29, T 2S, R 1E, SLM; S 86°44'42" E 211.04 FT; S 3°15'18" W 112.37 FT; N 86°44'42" W 186.63 FT; N 9° W 115 FT TO BEG. 0.51 AC M OR L. 8254-1376 8269-0860 9262-3112 9277-9484 9409-2236 10395-9556  | 7367 S Milne Ln | Marriott           |
| 22-29-277-010-0000 | BEG 291.6 FT N & 419.2 FT W FR E 1/4 COR OF SEC 29, T 2S, R 1E, S L M; S 84°23' E 256.9 FT TO CEN OF GREEN DITCH; N 37°31'30" W 238.29 FT; S 35°40' W 179.01 FT; S 18°26'39" W 19.41 FT TO BEG. 0.52 AC M OR L. 5401-2979, 5577-1536, 1537  | 7343 S Milne Ln | Belka              |
| 22-29-277-018-0000 | BEG N 62 FT & W 136.1 FT FR E 1/4 COR SEC 29, T 2S, R 1E, SLM; N 84°23' W 390.7 FT TO CEN LINE OF LITTLE COTTONWOOD CREEK; N 28°55' E 218.62 FT TO POINT N 291.6 FT & W 419 FT FR SD E 1/4 COR; S 84°23' E 256.9 FT TO CEN OF GREEN DITCH; S 21°45' E 151.37 FT; S 24°10' W 70 FT TO BEG. 1.53 AC M OR L. 6478-2117 7486-0800 7491-2078 | 7246 S Milne Ln | Pack               |



**Exhibit C**

**[Use Permit]**



SALT LAKE COUNTY PUBLIC WORKS DEPARTMENT  
PLANNING COMMISSION  
PLANNING AND BUSINESS LICENSE DIVISION

2033 South State Street, Bldg. #1  
Salt Lake City, Utah 84115

COMMISSIONER  
BART BARKER

DIRECTOR OF PUBLIC WORKS  
DONALD G. SPENCER  
Professional Engineer

July 18, 1983

DIVISION DIRECTOR  
CLAYNE J. RICKS

ASSISTANT DIRECTOR  
KENNETH JONES

Lee Van Dam, Senior Vice Pres.  
Prowswood, Inc.  
4885 South 900 East  
Salt Lake City, UT 84117

Re: #PL-82-2191  
Applicant: Lee Van Dam  
Location: 7194 South 1300 East  
Date of Approval: July 18, 1983  
Use Approval: P.U.D. 184 Units

Mr. Van Dam:

The Salt Lake County Planning Commission Staff has approved your Conditional Use Application. All improvements which are required by the Salt Lake County Zoning Ordinance or Planning Commission Staff action must be installed or bonded for, prior to the final electrical inspection approval by the Building Inspector (power to panel), or if no electrical inspection is required, prior to the issuance of any Occupancy Permit for the land being developed, or commencement of the approved Conditional Use. A list of such improvements are found on the back of this letter.

Prior to approval for a building permit, Lee Van Dam the person actually assigned to supervise construction of the project, must contact Dee Jeffs of the Zoning Enforcement Section to review the approved site plan and the critical elements that will be checked for compliance during construction of the project. It is important that the person who will supervise the project meet with the Zoning Enforcement Section. The Zoning Enforcement Inspectors are available for the meeting any weekday between the hours of 8:00 A.M. and 8:30 A.M. The Zoning Enforcement Office is located at the County Complex, Building #1, Room 214, 2033 South State Street, Telephone: 535-7004.

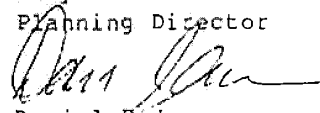
Please note that this conditional use approval is subject to other Salt Lake County Ordinances as administered by Flood Control, Fire Department, Traffic Engineering, City and County Board of Health, Building Inspection, Environmental Health, License Department, etc. One copy of the approved site plan is enclosed for your use.

Any deviation from or amendment to the approved site plan must have Planning Commission Staff approval prior to construction.

Your Conditional Use permit shall expire unless there is substantial action within one (1) year from the date of approval by the Planning Commission Staff

Sincerely,

Clayne J. Ricks  
Planning Director

  
Daniel P. Jensen  
Planner

DPJ/cp  
cc: Zoning Enforcement Section  
License Section

BK 10794 PG 2652

PLANNING  
COMMISSION

Chairman  
Geraldine Huber

Vice Chairman  
C P St John

J. Thomas Bowen  
Dale B. Jones  
Elwood Neff  
Samuel Rex

Ex Officio  
Bart Barker

SECTIONS

Business License  
Diana Jones  
Room 103  
535-7596

Land Use  
Wm Marsh III  
Room 204  
535-7461

Enforcement  
Robert E Gates  
Room 214  
535-7004

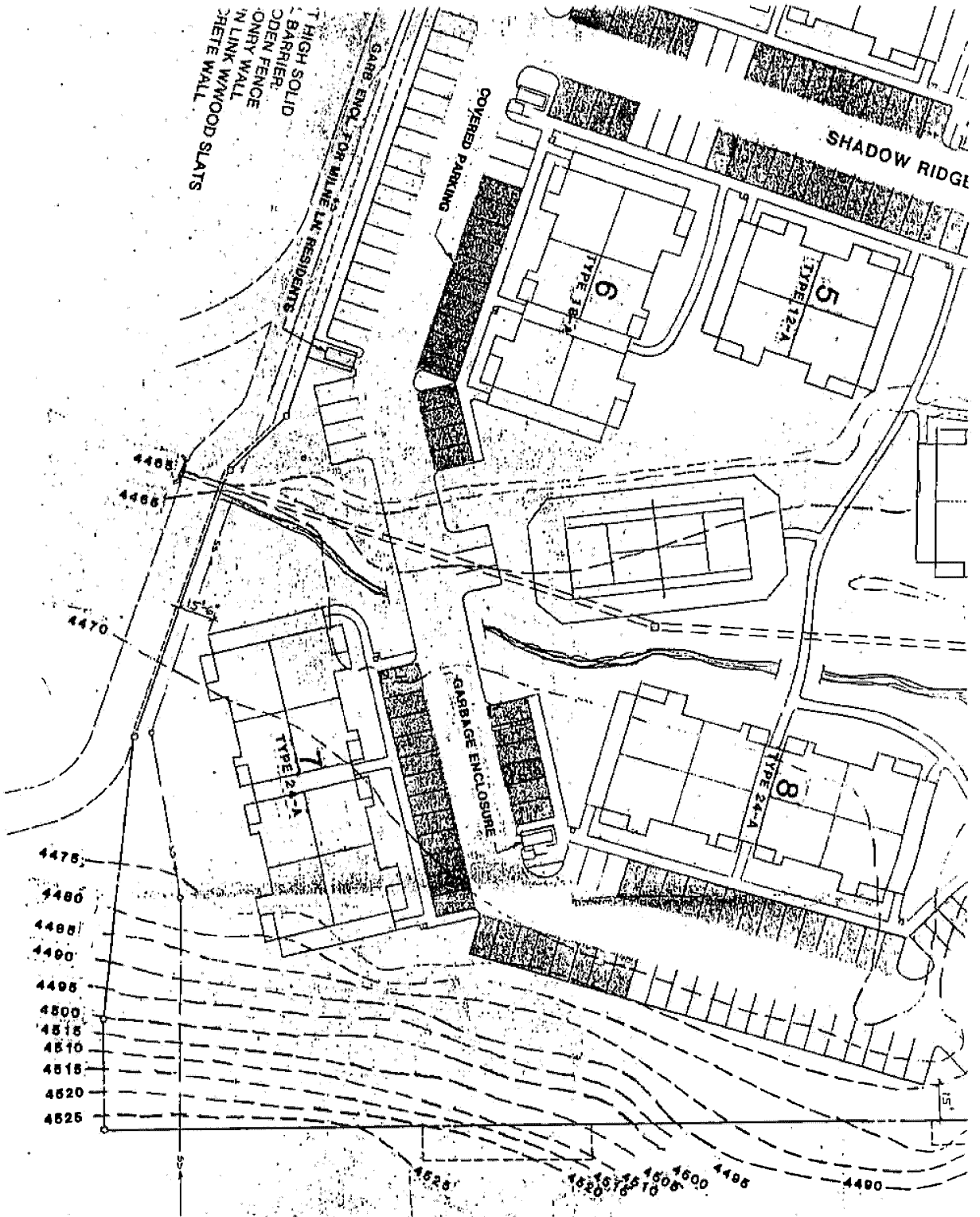
Plans & Research  
Jerald Barnes  
Room 204  
535-7461

Administration  
Room 204  
535-7461

The following list indicates improvements required by this Conditional Use Approval. Development may occur in phases if approved by the Planning Commission Staff.

1. All areas not approved for structures, parking, access or other construction which occupies space on the land must be landscaped with live-plant material and sprinkler system. This includes the 5% landscaping required in the parking areas. Landscaping must be approved by the Planning Commission Staff.
2. Highback curb, gutter and sidewalk must be installed along the property lines which abut any public road or street, and are subject to approval by the County Engineers Office, you can contact them at 535-7451.
3. All parking areas and access drives must be hard surfaced with blacktop or cement, and graded and drained to dispose of surface water as approved by the Director of Flood Control.
4. Parking areas and/or access drives adjacent to residential uses or zones must be screened with a six-foot high solid visual barrier fence or wall which may be masonry or wood. (Chain-link fence with redwood slats may be used if screening-type landscaping which will be six feet or more in height at maturity is provided). The Planning Commission Staff may determine the type of visual barrier to be used.
5. Provisions must be made to prevent automobiles or other vehicles from coming into contact with fences or walls.
6. Lighting provided for parking areas or other uses must be installed so as to deflect light away from residential uses.
7. The following additional conditions are required by the Planning Commission Staff:
  - A. Compliance with all conditions on the approved site plan.
  - B. 6' fence on boundary.

\*This letter and the approved site plan constitute the Conditional Use Permit.\*



184 UNITS  
 10.3 ACRES  
 17.86 UNITS / ACRE  
 184 COVERED PARKING SPAC  
 368 TOTAL PARKING SPACES  
 2 PARKING SPACES / UNIT

HIGH-BACK CURB, GUTTER AND  
 INSTALLED ALONG THE ENTIRE  
 WIDTH OF THE ENTIRE  
 PROJECT. THE PROPOSED

NOTICE - VERY IMPORTANT!  
 All improvements required by ordinance or Planning  
 Commission for a bond submitted to the County to assure  
 prior to purchase of power-of-sale, occupancy of any  
 approved plans.

NOTE: All Landscaped areas  
 must be fire-plant material  
 with sprinkler system.

9288-2191

Pursuant to Title 22 - Chapter 31  
 of the revised Ordinances of Salt Lake County  
 1988 Amended  
 This development plan is  
**APPROVED**  
 by the Salt Lake County Planning Commission  
 subject to the improvements shown on this  
 plan and dated on 11/18/83  
 11:26  
 Components of the plan  
 requirements of 42