

When Recorded, Return To:
Tammy Gomez, District Clerk
Mt Olympus Improvement District
3932 South 500 East
Salt Lake City, 84107-1895

Parcel I.D. # See Attachment 1

(Space above for Recorder's use only)

SECOND AMENDMENT TO NOTICE OF PRIVATE SEWER AGREEMENT

You are hereby notified that the property described on Exhibit A attached hereto (the **"Withdrawn Property"**) is located within the boundaries of Mt Olympus Improvement District (the **"District"**). The property subject to the Original Agreement, the First Amendment to Agreement and the *Second Amendment to Notice of Private Sewer Agreement* (the **"Property Subject to Agreement"**) is described on Exhibit B. The Original Agreement, the First Amendment to Agreement, and the Second Amendment to Agreement are hereinafter collectively referred to as the **"Agreement"**. The Property Subject to the Agreement is served by a private sewer system consisting of private sewer laterals, main lines, and other facilities (the **"Private Sewer System"**). The Private Sewer System is constructed, planned, inspected, owned, operated, repaired, replaced, maintained, and managed by KMW DEVELOPMENT L.L.C., a Utah limited liability company and its successors-in-interest and permitted assigns (collectively, the **"Owners"**) pursuant to an *Agreement With Respect to Private Sanitary Sewer Lines and Infrastructure* (the **"Original Agreement"**) between District and Owners dated October 5, 2020, as amended by the *First Amendment to Agreement With Respect to Private Sanitary Sewer Lines and Infrastructure* dated April 20, 2023 (the **"First Amendment to Agreement"**) and as further amended by the Second Amendment. The original *Notice of Private Sewer Agreement* was recorded in the Official records of the Salt Lake County Recorder on October 7, 2020 as Entry No. 13419652, in Book 11034, Pages 4152-4158. The *First Amendment to Notice of Private Sewer Agreement* (the **"First Amendment to Notice of Agreement"**) was recorded on August 21, 2023 in Book 11439, Pages 6337-6344. The planning, construction, inspection, ownership, maintenance, repair, replacement, operation, and management of the Private Sewer System are the sole responsibility of the Owners or their successors-in-interest. The parties have agreed that the Withdrawn Property has been withdrawn from the Agreement. This *Second Amendment to Notice of Private Sewer Agreement* is entered into and recorded in order to describe the Withdrawn Property and all of the remaining Property which is subject to the Agreement.



OWNER: KMW Development, L.L.C., a Utah limited liability company

By: Woodbury Corporation, a Utah corporation

Its: Manager

By: 

Name: O. Randall Woodbury, Vice Chairman

Its: _____

By: 

Name: Jeffrey K. Woodbury

Its: Senior Vice President

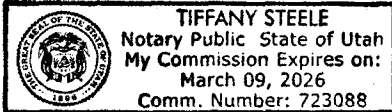
By: Millrock Capital II, LLC,
a Utah limited liability company

By: 

Steve Peterson, Manager

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 9th day of Nov., 2023, personally appeared before me D. Randall Woodbury proved to me on the basis of satisfactory evidence to be the Vice Chairman of Woodbury Corporation, a Utah corporation, Manager of KMW Development, L.L.C., a Utah limited liability company, and acknowledged that he executed the same.

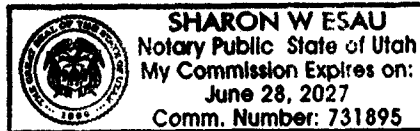


[Signature]
NOTARY PUBLIC

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

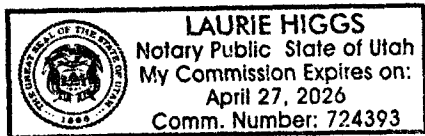
On this 27 day of October, 2023, personally appeared before me Jeffrey K. Woodbury proved to me on the basis of satisfactory evidence to be the Sr. Vice President of Woodbury Corporation, a Utah corporation, Manager of KMW Development, L.L.C., a Utah limited liability company, and acknowledged that he executed the same.

[Signature]
NOTARY PUBLIC



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 1st day of November, 2023, personally appeared before me Steve Peterson, proved to me on the basis of satisfactory evidence to be the Manager of Millrock Capital II, LLC, a Utah limited liability company, Manager of KMW Development, L.L.C., a Utah limited liability company, and acknowledged that he executed the same.



[Signature]
NOTARY PUBLIC

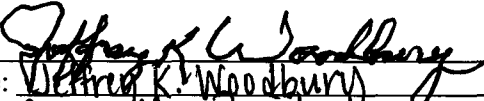
Property Owner's Consent


The following owners hereby consent to the recording of this instrument against their respective property:

HOLLADAY HILLS BLOCK D L.L.C.,
a Delaware limited liability company

By: WCL GP L.L.C., a Delaware limited liability company,
Its: Manager

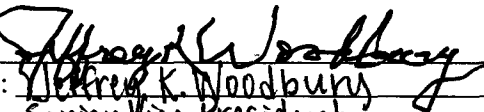
By: Woodbury Corporation, a Utah corporation,
Its: Manager

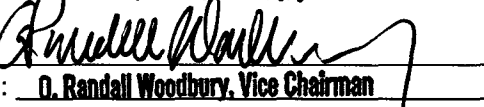
By: 
Name: Jeffrey K. Woodbury
Its: Senior Vice President

By: 
Name: O. Randall Woodbury, Vice Chairman
Its: _____

By: KMW Development, L.L.C., a Utah limited liability company
Its: Manager

By: Woodbury Corporation, a Utah corporation,
Its: Manager

By: 
Name: Jeffrey K. Woodbury
Its: Senior Vice President

By: 
Name: O. Randall Woodbury, Vice Chairman
Its: _____

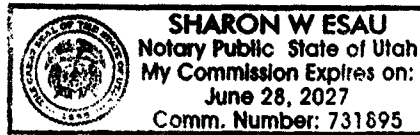
By: Millrock Capital II, LLC, a Utah limited liability company
Its: Manager

By: 
Steve Peterson, Manager

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 27 day of October, 2023, personally appeared before me Jeffrey K. Woodbury proved to me on the basis of satisfactory evidence to be the SR Vice President of Woodbury Corporation, a Utah corporation, Manager of WCL GP L.L.C., a Delaware limited liability company, Manager of Holladay Hills Block D L.L.C., a Delaware limited liability company and acknowledged that he executed the same.

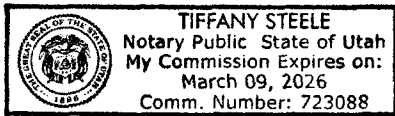
Sharon W Esau
NOTARY PUBLIC



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 9th day of Nov., 2023, personally appeared before me D. Randall Woodbury proved to me on the basis of satisfactory evidence to be the Vice Chairman of Woodbury Corporation, a Utah corporation, Manager of WCL GP L.L.C., a Delaware limited liability company, Manager of Holladay Hills Block D L.L.C., a Delaware limited liability company and acknowledged that he executed the same.

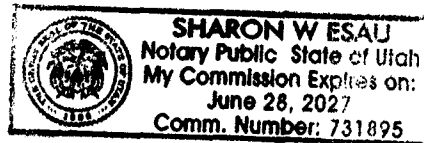
Tiffany Steele
NOTARY PUBLIC



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

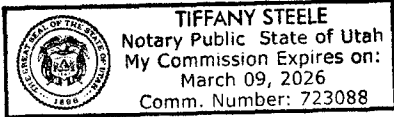
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Sharon W Esau
NOTARY PUBLIC



STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

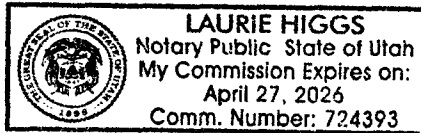
On this 9th day of Nov., 2023, personally appeared before me D. Randall Woodbury proved to me on the basis of satisfactory evidence to be the Vice Chairman of Woodbury Corporation, a Utah corporation, Manager of KMW Development, L.L.C., a Utah limited liability company, Manager of Holladay Hills Block D L.L.C., a Delaware limited liability company and acknowledged that he executed the same.



Tiffany Steele
NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 1st day of November, 2023, personally appeared before me Steve Peterson, proved to me on the basis of satisfactory evidence to be the Manager of Millrock Capital II, LLC, a Utah limited liability company Manager of Holladay Hills Block D L.L.C., a Delaware limited liability company, and acknowledged that he executed the same.



Laurie Higgs
NOTARY PUBLIC

Exhibit A to Second Amendment to Notice of Private Sewer Agreement

Description of Withdrawn Property

That certain real property located in Salt Lake County, Utah more particularly described as:

Lots 1–6, inclusive, and Lots 1A–6A, inclusive, of the Royal Holladay Hills Block L Phase 1 Subdivision, according to the official plat thereof recorded November 2, 2021, as Entry No. 13814082, in Book 2021P, Page 279, with the Salt Lake County Recorder's Office.

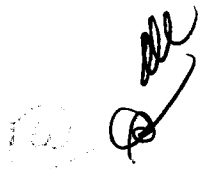
A handwritten signature in black ink is written over a circular stamp. The signature is cursive and appears to be 'M. J. ...'. The stamp is faint and circular, with some illegible text inside.

Exhibit B to Second Amendment to Notice of Private Sewer Agreement

Description of Property Subject to the Agreement

That certain real property located in Salt Lake County, Utah more particularly described as:

Blocks A-K, of Royal Holladay Hills Subdivision #2 Amending Royal Holladay Hills Subdivision #1 recorded on June 25, 2021 in Book 2021P at Page 171 as Entry No. 13700581, in the Office of the County Recorder of Salt Lake County, Utah

All of the Lots and Common Area contained within Royal Holladay Hills Block L, Phase 2 Amending a Portion of Block L Royal Holladay Hills Subdivision #2 recorded on November 29, 2021, in Book 2021P at Page 317 as Entry No. 13834024, in the Office of the County Recorder of Salt Lake County, Utah.

Except

Lots 1-6, inclusive, and Lots 1A-6A, inclusive, of the Royal Holladay Hills Block L Phase 1 Subdivision, according to the official plat thereof recorded November 2, 2021, as Entry No. 13814082, in Book 2021P, Page 279, with the Salt Lake County Recorder's Office.

Handwritten signature and initials in the bottom right corner of the page.

**ATTACHMENT 1 TO SECOND AMENDMENT TO
NOTICE OF PRIVATE SEWER AGREEMENT**

Tax Parcel ID Nos.: 22-09-228-038; 22-09-228-039; 22-09-228-040; 22-09-228-044; 22-10-151-023; 22-09-228-045; 22-09-228-042; 22-09-229-040; 22-09-229-001; 22-09-229-003; 22-09-229-039; 22-09-229-005; 22-09-229-006; 22-09-229-007; 22-09-229-008; 22-09-229-009; 22-09-229-010; 22-09-229-041; 22-09-229-012; 22-09-229-013; 22-09-229-014; 22-09-229-015; 22-09-229-016; 22-09-229-017; 22-09-229-038; 22-09-229-019; 22-09-229-020; 22-09-229-021; 22-09-229-022; 22-09-229-023; 22-09-229-024; 22-09-229-025; 22-09-229-026; 22-09-229-027; 22-09-229-028; 22-09-229-029; 22-09-229-030; 22-09-229-031; 22-09-229-032; 22-09-229-033; 22-09-229-034; 22-09-229-035; 22-09-229-036; 22-09-229-002; 22-09-229-004; 22-09-228-043; 22-10-151-024; 22-10-151-025; 22-10-151-083; 22-10-151-084; 22-10-151-085; 22-10-151-086; 22-10-151-087; 22-10-151-088; 22-10-151-089; 22-10-151-090; 22-10-151-091; 22-10-151-092; 22-10-151-093; 22-10-151-094; 22-10-151-095; 22-10-151-096; 22-10-151-097; 22-10-151-098; 22-10-151-099; 22-10-151-100; 22-10-151-101; 22-10-151-102; 22-10-151-103; 22-10-151-104; 22-10-151-105; 22-10-151-106; 22-10-151-107; 22-10-151-108; 22-10-151-109; 22-10-151-110; 22-10-151-111; 22-10-151-112; 22-10-151-113; 22-10-151-114; 22-10-151-115; 22-10-151-116; 22-10-151-117; 22-10-151-118; 22-10-151-119; 22-10-151-120; 22-10-151-121



**SECOND AMENDMENT TO
AGREEMENT WITH RESPECT TO PRIVATE SANITARY SEWER LINES AND INFRASTRUCTURE**

THIS SECOND AMENDMENT TO AGREEMENT WITH RESPECT TO PRIVATE SANITARY SEWER LINES AND INFRASTRUCTURE (this “**Second Amendment**”) is made and entered into as of _____, 2023 (the “**Effective Date**”), by and between KMW DEVELOPMENT L.L.C., a Utah limited liability company (“**Owner**”) and MT OLYMPUS IMPROVEMENT DISTRICT, a local district and political subdivision of the State of Utah (“**District**”).

RECITALS

A. Owner and District previously executed that certain *Agreement with Respect to Private Sanitary Sewer Lines and Infrastructure*, dated October 5, 2020 (the “**Original Agreement**”) ¹ as amended by that *First Amendment to Private Sanitary Sewer Lines and Infrastructure*, dated April 30, 2023 (“**First Amendment**”) and collectively with the Original Agreement, the “**Current Agreement**”).

B. Owner and District desire to amend the Current Agreement on the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals and Owner’s and Agent’s mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendment to Section 14.4.** Section 14.4 of the First Amendment is hereby deleted in its entirety and replaced with the following:

14.4 **Single-Family Lots.** The Withdrawn Property is described in Exhibit A. The property subject to the Current Agreement and this Second Amendment, except the Withdrawn Property, is described in Exhibit B. A portion of Block L, Phase II of the Project contains six (6) single-family lots legally described on Exhibit A to this Second Amendment (the “**Phase II Lots**”). The Phase II Lots will not be serviced by the Facilities but will be connected directly to the System and serviced by a trunk line of the System at points located in Arbor Lane. Adjacent to the Phase II Lots are six (6) buffer lots that are also legally described on Exhibit A to this Second Amendment (“**Buffer Lots**”). The Phase II Lots and Buffer Lots (collectively, the “**Withdrawn Property**”) are hereby withdrawn from the Current Agreement. The owners of the Withdrawn Property and the Withdrawn Property are subject to: (i) all of the District’s fees, rates, and charges including, without limitation, all impact fees, periodic fees, and other charges and (ii) all rules, regulations, and ordinances of the District pertaining to residential property within the District’s boundaries. Concurrently with the execution of this Second Amendment, Owner will execute, have notarized, and record (with the Salt Lake County Recorder’s office), a *Second Amendment to Notice of Private Sewer Agreement* in form and content of the *Second Amendment to Notice of Private Sewer Agreement*, attached hereto as Exhibit C and incorporated herein by reference (“**Second Amendment to Notice**”). The Second Amendment to Notice will be recorded forthwith after execution of this Second Amendment.

¹ Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Current Agreement.

