14176185 B: 11456 P: 9937 Total Pages: 11
11/16/2023 03:54 PM By: vanguyen Fees: \$124.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

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You are hereby notified that the property described on Exhibit A attached hereto (the "Withdrawn Property") is located within the boundaries of Mt Olympus Improvement District (the "District").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 The parties have agreed that the Withdrawn Property has been withdrawn from the Agreement.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

Name: O. Randall Woodbury, Vice Chairman

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

By:

Steve Peterson, Manager

STATE OF UTAH)	
COUNTY OF SALT LA	: ss AKE)	
On this	day of \(\sum_o\ldot\), is of satisfactory evider poration, Manager of K	2023, personally appeared before me <u>D. Lundall Woodburg</u> once to be the <u>Vice Chairman</u> of Woodbury KMW Development, L.L.C., a Utah limited liability the same.
STATE OF UTAH)	
COUNTY OF SALT LA	: ss AKE)	
proved to me on the bas	is of satisfactory evider poration, Manager of K	2023, personally appeared before me <u>Lffreyk woodhuly</u> nce to be the <u>So, Vice President</u> of Woodbury KMW Development, L.L.C., a Utah limited liability the same. **Manual Esau **NOTARY PUBLIC**
STATE OF UTAH COUNTY OF SALT LA) : ss AKE)	SHARON W ESAU Notary Public State of Utah My Commission Expires on: June 28, 2027 Comm. Number: 731895
On this	day of November, is of satisfactory evider mpany, Manager of KM	2023, personally appeared before me Steve Peterson, once to be the Manager of Millrock Capital II, LLC, a MW Development, L.L.C., a Utah limited liability the same.

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: Western K. Woodbury
Its: Sonior Viu Fresiant
By: (While Mallin)

Name: 0. 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

Name: Yleffred K. Woodbury
Its: Sepior Vice President

By: Shull Woodbury, Vice Chairman
Its:

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

Its: Manager

By: Steve Peterson, Manager

4895-9634-0362

STATE OF UTAH)		
COUNTY OF SALT LAKE	: ss)		
proved to me on the basis of sa Corporation, a Utah corporation	atisfactory evidence to on, Manager of WCL C	personally appeared before me <u>TetFreykl</u> be the <u>Fyice freshdent</u> of Woodbury GP L.L.C., a Delaware limited liability comparare limited liability company and acknowledge	ny,
		NOTARY PUBLIC	
STATE OF UTAH COUNTY OF SALT LAKE) : ss)	SHARON W ESAU Notary Public State of Utah My Commission Expires on: June 28, 2027 Comm. Number: 731895	
proved to me on the basis of sa Corporation, a Utah corporation	atisfactory evidence to on, Manager of WCL C	personally appeared before med. Lundall be the Vice Champun of Woodbury GP L.L.C., a Delaware limited liability comparare limited liability company and acknowledge	ıy,
Notary Public Stat My Commission Ex March 09, 20 Comm. Number:	te of Utah kpir es on: 026	MOTARY POBLIC	
STATE OF UTAH)		
COUNTY OF SALT LAKE))		
proved to me on the basis of sa Corporation, a Utah corporation	atisfactory evidence to on, Manager of KMW l y Hills Block D L.L.C	personally appeared before me Leffrey K. J. be the J. Vice Fres Ideal of Woodbury Development, L.L.C., a Utah limited liability company and	<u>vlo</u> gdbury
		Notary Public	
		SHARON W ESAU Notary Public State of Utah My Commission Expires on: June 28, 2027 Comm. Number: 731895	

A V

STATE OF UTAH)		
COUNTY OF SALT LAKE	: ss)		
On this day of _ proved to me on the basis of sat Corporation, a Utah corporation company, Manager of Holladay acknowledged that he executed TIFFANY ST Notary Public State My Commission of March 09, 2 Comm. Number	n, Manager of KMW D y Hills Block D L.L.C., I the same. EELE ate of Utah expires on:	evelopment, L.L.C., a	Utah limited liability
STATE OF UTAH COUNTY OF SALT LAKE) : ss		
On this day of proved to me on the basis of sa Utah limited liability company liability company, and acknowledge.	tisfactory evidence to b Manager of Holladay I	e the Manager of Millr Hills Block D L.L.C., a	ock Capital II, LLC, a
LAURIE I Notary Public My Commission April 27, Comm. Numb	State of Utah n Expires on: , 2026	NOTARY PUBLIC ()	

HOLLADAY HILLS 38, LLC, a Utah limited liability company

By:

Name: Mike Van Dock

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Utah)	
COUNTY OF Salt Lake : ss	
On November 8, 2023 before me, Laurie Higg Public, personally appeared, Mike Van Daele, who proved to	\$, Notary
Public, personally appeared, Like Van Dale, who proved to	me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed	to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/the	eir authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or t	the entity upon behalf of which
the person(s) acted, executed the instrument.	

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and/official seal.

Signature

LAURIE HIGGS
Notary Public State of Utah
My Commission Expires on:
April 27, 2026
Comm. Number: 724393

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.

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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.



ATTACHMENT 1 TO SECOND AMENDMENT TO NOTICE OF PRIVATE SEWER AGREEMENT

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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; 22-09-229-006; 22-09-229-007; 22-09-229-008; 22-09-229-009; 22-09-229-010; 22-09-229-011; 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; 22-09-229-030; 22-09-229-031; 22-09-229-032; 22-09-229-033; 22-09-229-034; 22-09-229-035; 22-09-229-036; 22-09-229-031; 22-09-229-04; 22-09-229-033; 22-09-229-036; 22-09-229-036; 22-09-229-004; 22-09-228-043; 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; 22-10-151-101; 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; 22-10-151-104; 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; 22-10-151-110; 22-10-151-110; 22-10-151-1116; 22-10-151-116; 22-10-151-117; 22-10-151-118; 22-10-151-119; 22-10-151-120; 22-10-151-121
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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. <u>Amendment to Section 14.4</u>. Section 14.4 of the First Amendment is hereby deleted in its entirety and replaced with the following:
- 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.

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