

When Recorded Mail to:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Parcel No. 27-23-129 - 040

FLOOD CONTROL ACCESS EASEMENT AGREEMENT

THIS FLOOD CONTROL ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into on this _____ day of April, 2022, by and between JOY BRADSHAW WOOLLEY LIVING TRUST, ET AL, a Utah trust, as GRANTOR, and SALT LAKE COUNTY, a body corporate and politic of the State of Utah, as GRANTEE (hereinafter "Grantee" or "County").

WHEREAS, Grantor is the owner of certain real property located in Salt Lake County, State of Utah.

WHEREAS, Grantee is desirous in obtaining a flood control access easement (the "Easement") for the benefit of the Grantee across the property of the Grantor. The area affected by the Easement is more particularly described on Exhibit "A" that is attached hereto and by this reference made a part hereof (hereinafter the "Easement Property"). Grantor is willing to grant such an Easement and right of way upon certain terms and conditions.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained herein, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENT. The Grantor hereby grants and conveys to the Grantee over and across the Easement Property an Easement for the benefit of the Grantee to allow access to the Midas Creek channel and to allow Grantee to access, repair, construct, operate, maintain, inspect, clean, and alter the Midas Creek channel and any associated flood control facilities or measures and appurtenances thereof.
2. APPURTENANT. It is understood and agreed that the Easement and right of way granted herein shall be appurtenant to and shall run with the title to the Grantor's Property.
3. NO INTERFERENCE. At all times, the Easement Property shall be kept free and open, and neither Grantor nor Grantee shall prohibit or attempt to prohibit the use of the Easement Property by the other for the purposes herein described. No improvements, barriers, structures or other obstructions shall be placed, installed, constructed or located on the Easement Property

which shall prevent or interfere with the Grantee's use of the Easement Property.

4. SUCCESSORS AND ASSIGNS. The Easement and right of way created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Grantor and the Grantee and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, the Grantor has executed this Agreement in Salt Lake City, Utah on the day and year first written above.

GRANTOR: JOY BRADSHAW WOOLLEY LIVING TRUST, ET AL.

By: Joy B. Woolley
Name: Joy B. Woolley
Its: Trustee

GRANTEE:

SALT LAKE COUNTY,
a body corporate and politic of the State of Utah

By: _____
Mayor or Designee

Approved as to Form:

By: John E. Diaz
John E. Diaz
Deputy District Attorney
Date: 04/06/2022

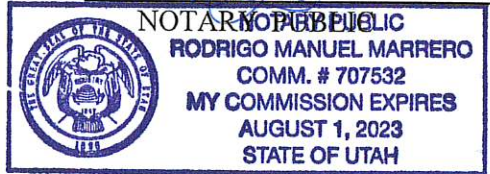
[Acknowledgements on following page]

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

On the 11th day of April, 2022, personally appeared before me Joy B. Woolley, who, being by me duly sworn, acknowledged that he/she executed the same in his/her capacity as the Trustee of the Joy Bradshaw Woolley Living Trust, ET AL.



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



On this 11th day of April, 2022, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

WITNESS my hand and official stamp the date in this certificate first above written:

My Commission Expires: _____

NOTARY PUBLIC

Residing in: _____

EXHIBIT A

PROPOSED MIDAS CREEK ACCESS EASEMENT

Park Place Phase 2 –Midas Creek Access Easement through Lots 201, 202, and 203 of the Park Place Phase 2 Subdivision recorded as Entry No. 13198078 in the Office of the Salt Lake County Recorder; described as follows:

Beginning at a point in the westerly boundary of said Lot 201 being South 00°07'55" West 774.99 feet along the section line and East 1,388.08 feet from the Northwest Corner of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 08°55'04" East 5.24 feet;
thence North 00°04'31" East 53.92 feet;
thence North 30°42'18" East 33.61 feet;
thence North 13°01'14" West 25.10 feet;
thence North 30°48'37" East 47.99 feet;
thence North 54°56'57" East 64.64 feet;
thence South 85°38'58" East 53.35 feet;
thence North 87°56'21" East 187.13 feet;

thence Northeasterly 17.80 feet along the arc of a 30.00 foot radius curve to the left (center bears North 02°03'39" West and the chord bears North 70°56'20" East 17.54 feet with a central angle of 34°00'03");

thence Northeasterly 48.33 feet along the arc of a 60.00 foot radius curve to the right (center bears South 36°03'42" East and the chord bears North 77°00'46" East 47.03 feet with a central angle of 46°08'55");

thence South 79°54'47" East 37.35 feet;

thence Southeasterly 44.33 feet along the arc of a 67.50 foot radius curve to the right (center bears South 10°05'13" West and the chord bears South 61°05'56" East 43.54 feet with a central angle of 37°37'41");

thence Southeasterly 27.70 feet along the arc of a 30.00 foot radius curve to the left (center bears North 47°42'54" East and the chord bears South 68°44'21" East 26.73 feet with a central angle of 52°54'31");

thence North 84°48'24" East 63.54 feet;

thence South 87°38'20" East 38.03 feet;

thence North 84°48'24" East 30.00 feet to the westerly right of way line of Boyleston Court;
thence Southeasterly 20.01 feet along the arc of a 377.50 foot radius curve to the left (center bears North 84°49'43" East and the chord bears South 06°41'24" East 20.01 feet with a central angle of 03°02'13") along said westerly right of way line to the southeasterly corner of said Lot 203;

thence South 84°48'24" West 162.19 feet along the southerly boundary of said Lot 203;

thence Northwesterly 58.14 feet along the arc of a 47.50 foot radius curve to the left (center bears South 80°12'59" West and the chord bears North 44°50'54" West 54.58 feet with a central angle of 70°07'46");

thence North 79°54'47" West 37.35 feet;

thence Southwesterly 32.22 feet along the arc of a 40.00 foot radius curve to the left (center bears South 10°05'13" West and the chord bears South 77°00'46" West 31.35 feet with a central angle of 46°08'55");

thence Southwesterly 29.67 feet along the arc of a 50.00 foot radius curve to the right (center bears North 36°03'42" West and the chord bears South 70°56'20" West 29.24 feet with a central angle of 34°00'03");

thence South 87°56'21" West 188.25 feet;

thence North 85°38'58" West 47.31 feet;

thence South 54°56'57" West 53.20 feet;

thence South 30°48'37" West 35.67 feet;

thence South 13°01'14" East 24.14 feet;

thence South 25°58'41" West 15.54 feet;

thence South 32°02'08" West 25.94 feet;

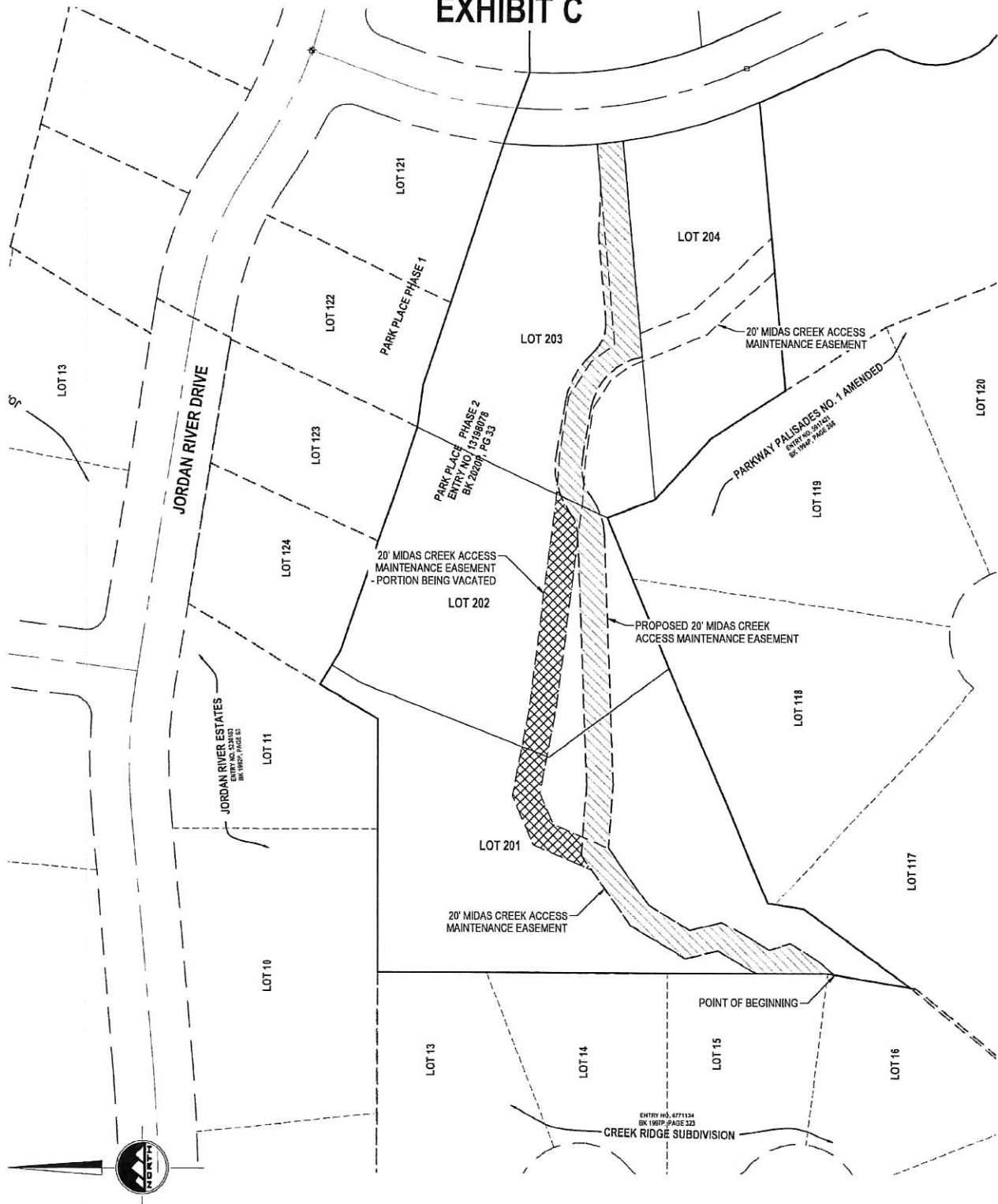
thence South 19°03'07" East 16.54 feet;


thence South 31°26'13" West 24.67 feet;

thence South 40°32'14" West 17.06 feet to said westerly boundary of Lot 201 and the point of beginning.

Contains 15,694 Square Feet or 0.360 Acres

EXHIBIT C



<p>PROJECT # DATE 8420F 3/30/22</p> <p>5 OF 5</p> <p>FILE: S:\Dvac_7a1</p>	<p>PARK PLACE SUBDIVISION PHASE 2</p> <p>11065 SOUTH 1055 WEST SOUTH JORDAN, UTAH</p> <p>PROPOSED CREEK ACCESS EASEMENT EXHIBIT</p>	<p>FOR: THE JOY BRADSHAW WOOLLEY LIVING TRUST 02/24/2004 3755 EAST COTTONWOOD PKWY #450 SALT LAKE CITY, UTAH 84121</p>	<p>45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com</p> 
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