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06/20/2018 12:49 PM \$25.00  
Book - 10685 Pg - 8448-8454  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: SSA, DEPUTY - WI 7 P.

WHEN RECORDED, RETURN TO:

Rocky Mountain Power  
Property Management Dept  
Attn: Lisa Louder/Mike Wolf  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116  
Parcel: UTSL-0588  
File No. 61021  
Tax ID No. 15-28-276-032

**AMENDMENT TO ACCESS EASEMENT AGREEMENT**

This Amendment to Access Easement Agreement ("Amendment") is entered into by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("Grantor") and MILLER LAKE PARK STATION L.L.C., a Utah Limited Liability Company, its successors-in-interest and assigns ("Grantee").

**RECITALS**

- A. Whereas on January 30, 2008, Grantor granted to Grantee that certain perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a private or public roadway over and across certain real property owned by Grantor located in Salt Lake County, State of Utah, more particularly described in Exhibit A attached hereto ("Grantor's Land"). Said easement is recorded January 30, 2008 as Entry Number 10335414, Book 9564 of Pages 2186-2204 in the Salt Lake County Recorder's Office (the "Easement Agreement").
- B. Whereas, Grantee owns a parcel of real property ("Grantee's Property") located in Salt Lake County, State of Utah which is more particularly described in Exhibit B, attached hereto.
- C. Whereas, Grantor and Grantee desire to delete and replace in its entirety all of Section 5 of the Easement Agreement.
- D. Whereas, Grantor and Grantee desire to include Waiver of Jury Trial.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Grantee agree as follows:

- 1. Grantor and Grantee hereby delete Section 5 in its entirety and replace it as follows:

The easements and rights-of-way granted hereunder shall be benefits running with Grantee's Property and a burden upon Grantor's Land in perpetuity, and shall be for the benefit of Grantee, and its successors, heirs, and assigns, and their licensees, invitees, agents, representatives and others Grantee desires to provide access to Grantee's Property.

2. **Waiver of Jury Trial.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. **Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.**

Except as expressly set forth herein, all other terms and conditions of the Easement shall remain in full force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Amendment is executed this 7<sup>th</sup> day of June, 2018

Grantor:

Grantee:

Rocky Mountain Power, an unincorporated  
Division of PacifiCorp

Miller Lake Park Station, L.L.C.

By: Douglas Bennion

By: \_\_\_\_\_

Print Name: Douglas Bennion  
Its: VP-Engineering

Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGMENTS**

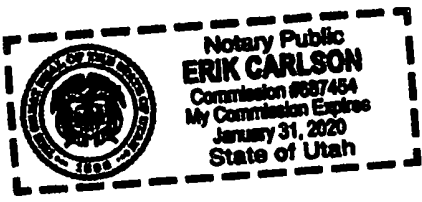
STATE OF UTAH        )  
                                  ) ss.  
County of SALT LAKE )

On this 7<sup>th</sup> day of June, 2018, personally appeared before me Douglas N. Bennion, who being duly sworn did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said Vice President duly acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]

(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Logan, UT (city, state)  
My Commission Expires: 1-31-20 (d/m/y)

IN WITNESS WHEREOF, this Amendment is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Grantor:

Rocky Mountain Power, an unincorporated  
Division of PacifiCorp

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Grantee:

Miller Lake Park Station, L.L.C.

By: \_\_\_\_\_

Print Name: Jay Minnick

Its: CEO/ President

**ACKNOWLEDGMENTS**

STATE OF UTAH        )  
                                  ) ss.  
County of SALT LAKE )

On this \_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me Douglas N. Bennion, who being duly sworn did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said Vice President duly acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR \_\_\_\_\_ (state)

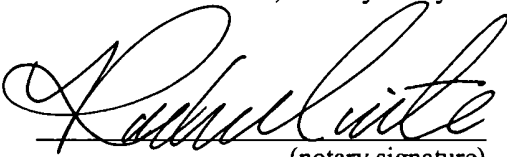
Residing at: \_\_\_\_\_ (city, state)

My Commission Expires: \_\_\_\_\_ (d/m/y)

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

I hereby certify that on this 19 day of June, 2018, before me, a Notary Public of the state and county of aforesaid, personally appeared Jay Minnick, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the CEO/ President of MILLER PARK STATION L.L.C., A Utah Limited Liability Company, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

  
(notary signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, Utah (city, state)  
My Commission Expires: 08/21/2021 (d/m/y)

**Exhibit A**

**Grantor's Land**

15-28-276-010

BEGINNING NORTH 650.25 FEET AND WEST 24.43 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 85°29'51" WEST 396.21 FEET; THENCE NORTH 4°30'09" EAST 243.93 FEET; THENCE SOUTH 89°55'56" WEST 549.65 FEET; THENCE SOUTH 24°33'42" EAST 228.97 FEET; THENCE NORTH 85°29'51" WEST 279.78 FEET; THENCE SOUTH 51°52'51" EAST 53.53 FEET; THENCE SOUTH 85°29'00" EAST 1058.02 FEET; THENCE NORTHERLY ALONG A 562.67 FOOT RADIUS CURVE TO THE RIGHT 31.9 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

15-28-276-011

BEGINNING NORTH 650.25 FEET AND WEST 24.43 FEET AND SOUTHERLY ALONG A 562.67 FOOT RADIUS CURVE TO THE LEFT 31.9 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 85°29'00" WEST 1058.02 FEET; THENCE NORTH 51°52'51" WEST 85.5 FEET; THENCE SOUTH 3°20'50" EAST 120.1 FEET; THENCE NORTH 51°52'00" WEST 215 FEET; THENCE SOUTH 139.9 FEET; THENCE SOUTH 51°52'00" EAST 194.9 FEET; THENCE EAST 25.91 FEET; THENCE SOUTH 3°20'50" EAST 80.1 FEET; THENCE NORTH 20°50'00" EAST 58.6 FEET; THENCE SOUTH 87°10'31" EAST 671.2 FEET; THENCE SOUTH 85°29'00" EAST 420.53 FEET, MORE OR LESS; THENCE NORTHERLY ALONG A 562.67 FOOT RADIUS CURVE TO THE RIGHT 202.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

## **Exhibit B**

### **Grantee's Property**

#### **(Legal Description of Parcel 1)**

**15-28-276-012**

**15-28-276-007**

Beginning at a point at the intersection of the west right-of-way line of Decker Lake Drive and the North right-of-way line of 3100 South Street, said point being North 33.00 feet and South 89°56'00" West 66.00 feet from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence Westerly along said North right-of-way line of 3100 South Street the following four (4) courses: South 89°56'00" West 345.67 feet; thence North 00°10'38" East 16.55 feet; thence North 78°41'28" West 354.16 feet; thence North 89°44'15" West 359.82 feet to the Easterly right-of-way line of interstate 215 (state road); thence North 03°38'16" West along said Easterly right-of-way line 638.42 feet to a point on the Northerly line of the Utah Power and Light property; thence Southeasterly along said North property line the following two (2) courses: South 53°08'38" East 84.61 feet; thence South 85°28'37" East 1037.98 feet to a point on the Westerly right-of-way line of Decker Lake Drive; thence Southerly along said Westerly right-of-way line the following two (2) courses: ; thence to a point of curvature of a 398.31 foot radius no-tangent curve to the left; thence Southwesterly 93.71 feet along said curve, through a central angle 13°28'49" (chord bears South 05°12'43" West) to a point of tangency; thence South 00°05'05" west 498.67 feet to the point of beginning.

#### **(Legal Description of Parcel 2)**

**15-28-276-009**

A tract of land situate in the E ½ NE ¼ of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning on the West line of Proposed Decker Lake Lane at a point 650.25 feet North and 24.43 feet West, more or less, from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 85°29'51" West 396.21 feet; thence North 4°30'09" East 243.93 feet; thence South 89°55'56" West 549.65 feet; thence South 24°33'42" East 228.97 feet; thence North 85°29'51" West 279.78 feet; thence North 51°52'51" West 31.97 feet along the North line of the Utah Power and Light Company transmission corridor described in Book 3632 at Page 396 as Entry No. 2636377 in the Office of the County Recorder of Salt Lake County, Utah; thence North 3°35'27" West 525.72 feet along the East right of way line and non-access line of I-215 to the property line of the Granger-Hunter Improvement District pump station site; thence North 89°45'22" East 164.41 feet, North 0°14'38" West 115 feet and South 89°45'22" West 171.14 feet along said property line to said East right of way line and non-access line of I-215; thence North 3°35'28" West 55.18 feet along said East right of way line to the North boundary line of said land; thence North 89°45'14" East 200.34 feet along said line; thence South 3°35'28" East 6.86 feet to the South property line of Salt Lake County property as described in Book 4402 Page 448 as Entry No. 2876378 in said Recorder's Office; thence East 1001.17 feet along said South property line; thence South 0°02'04" East 711.03 feet; thence South 66°25'33" East 21.60 feet to a point on the West line of said Proposed Decker Lake Lane, said point also being on a 562.67 foot radius curve to the left; thence Southwesterly along said curve 88.14 feet (chord bears South 30°07'45" West 88.05 feet) to the point of beginning.