

WHEN RECORDED, MAIL TO:

JF UNION PARTNERS, LLC  
Attn: Legal Department  
1148 W. Legacy Crossing Blvd., Suite 400  
Centerville, Utah 84014

13064504  
8/30/2019 3:54:00 PM \$40.00  
Book - 10824 Pg - 2693-2697  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 5 P.

Affecting Parcel Nos. 21-25-251-033

CT-112421-CAF

**AMENDMENT TO RIGHT-OF-WAY  
AND  
EASEMENT AGREEMENT FOR SEWER LINE**

This Amendment to Right-of-Way and Easement Agreement For Sewer Line is entered into this 29<sup>TH</sup> day of AUGUST, 2019, by and between the undersigned parties (this "Amendment").

WHEREAS, Midvale City, a municipal corporation (the "City") is the present beneficiary and grantee of that certain Midvale City Corporation Right-Of-Way and Easement Agreement for Sewer Line (the "Easement Agreement"), which Easement Agreement was recorded on October 29, 1993 as Entry No. 5642380 in Book 6788 at Page 1718 in the official records of the Salt Lake County's Recorder's Office in the State of Utah;

WHEREAS, JF Union Partners, LLC, a Utah limited liability company (the "Owner") is the current successor-in-interest to the original grantors under the Easement Agreement, Sam Kichas, Trustee under the Sam Kichas Trust, dated February 1, 1981 as to an undivided one-half (1/2) interest, and Glenda Kichas, Trustee under the Glenda Kichas Trust, dated February 1, 1981 as to the remaining undivided one-half (1/2) interest, and accordingly, Owner owns the land described in Exhibit "A" attached hereto (the "Easement Property") that is subject to the Easement (as defined below);

WHEREAS, the Easement Agreement grants to the City the right to construct, maintain, operate, repair, lay, relocate, install, remove and replace main or other pipelines for sewer transportation and carrying purposes (collectively, the "Easement"); and

WHEREAS, Owner and the City desire to amend the Easement Agreement by providing certain limitations on the manner in which the City uses the Easement as set forth below.

NOW THEREFORE, for the sum of \$10 and other valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, Owner and the City hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.

2. Ongoing Use of Easement. As of the date this Amendment is executed, the City has already installed that certain existing pipeline and related infrastructure in and under the Easement Property, which will be replaced by the Owner in the ordinary course of its development and in accordance with applicable City standards (the "Pipeline"). Thereafter, insofar as the City previously approved the Owner to construct a 4-story apartment building over one level of parking on the Easement Property (the "Apartment Building"), to the extent the City needs to maintain, operate, repair, lay, relocate, install, remove and replace the Pipeline, the City agrees to do so in accordance with this section. The City acknowledges that two manholes exist, one on each side of the Apartment Building and each of which provides access to the Pipeline, and the vast majority (if not all) of the City's need to maintain, operate, and repair the Pipeline can be accomplished via use of such manholes, in the unlikely event the City is required to do so. The City agrees that it will use the manholes to maintain, operate, and repair to the extent it can. At any given time, in the unlikely event the City is unable to do so, or if the Pipeline needs to be removed or replaced (to the extent it cannot occur solely by using the manholes), then for such purpose the City agrees to defer to Owner to either (a) utilize the parking located on the ground floor of the Apartment Building to maintain, operate, repair, remove, or replace the Pipeline, or (b) re-locate the Pipeline to another acceptable and suitable location. Owner accepts such obligation to perform (a) or (b) above, at its sole cost, to resolve the issue or problem that cannot be resolved via use of the manholes, and thereafter, the City shall re-assume the obligations to maintain, operate, and repair consistent with this Section 2.

3. Governing Law. This Amendment, and any claim, controversy, or dispute arising under or related to this Amendment, shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

4. Affirm Easement Agreement. Except to the extent modified hereby, the Easement Agreement is hereby affirmed and deemed to remain in full force and effect, enforceable in accordance with its terms.

5. Recordation. Upon full execution hereof, this Amendment shall be recorded in the official records of the Salt Lake County Recorder's Office in the State of Utah.

6. Authority; Binding Amendment. The City hereby warrants and represents that this Amendment has been duly authorized, constitutes a legal and binding obligation of the City, and the person executing this Amendment on behalf of the City has authority to do so, and that no further consent or approval is required above and beyond the signature set forth below.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned have caused this Amendment as of the date set forth above.

**MIDVALE CITY**, a municipal corporation

By: [Signature]  
Name: Robert M Hale  
Its: Mayor

STATE OF UTAH                    )  
  :  
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2019, by ROBERT M. HALE, the Mayor of Midvale City, a municipal corporation.

[Signature]  
NOTARY PUBLIC



099203  
2.26.2022

IN WITNESS WHEREOF, the undersigned have caused this Amendment as of the date set forth above.

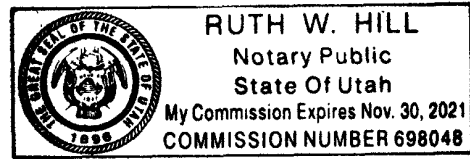
**JF UNION PARTNERS, LLC**, a Utah limited liability company

By: [Signature]  
Name: Owen Fisher  
Its: Manager

STATE OF UTAH )  
  :  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me this 26 day of AUGUST, 2019, by OWEN FISHER, the MANAGER of JF Union Partners, LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC



**EXHIBIT A**

**LEGAL DESCRIPTION OF EASEMENT PROPERTY**

Commence at the North Quarter Corner of said Section 25; thence S 00° 00' 00" W, a distance of 1710.00 feet; thence S 90° 00' 00" W, a distance of 154.105 feet; thence S 00° 00' 00" W, a distance of 32.54 feet to the POINT OF BEGINNING, said point being on the East line of the Motel 6 property as conveyed by Warranty Deed in Book 5543, Page 388, in the County Recorder's Office of Salt Lake County, Utah, thence N 75° 36' 24" E, departing the East line of said Motel 6 property, a distance of 131.39 feet to the North line of the Sam and Glenda Kichas property; thence N 89° 56' 38" E, along the Northerly line of said Kichas property a distance of 250.68 feet to the Westerly right of way line of 300 West Street; (a 50 foot right of way); thence S 00° 39' 03" W, a distance of 10.00 feet along said Westerly line; thence S 89° 56' 38" W, departing said Westerly line of 300 West Street a distance of 249.30 feet; thence S 75° 36' 24" W, a distance of 132.70 feet to the East line of said Motel 6 property; thence North along the East line of said Motel 6 property a distance of 10.32 feet, to the POINT OF BEGINNING.

Containing 3,823 square feet of land, more or less.

EXHIBIT A

BK 10824 PG 2697