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9/25/2019 9:46:00 AM \$40.00
Book - 10835 Pg - 6874-6886
RASHELLE HOBBS
Recorder, Salt Lake County, UT
INGEO SYSTEMS
BY: eCASH, DEPUTY - EF 13 P.

After recording return to:
XR International LLC
1245 Brickyard Rd., Ste. 70
Salt Lake City, UT 84106

Parcel Nos. 0726276001,
0725101001, 0726426001,
0725301001, 0725301002

FIRST AMENDMENT TO DRAINAGE ACCESS EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO DRAINAGE ACCESS EASEMENT AGREEMENT (the "Amendment") is made and entered into as of the 28 day of August, 2019, by and between **G-BAR VENTURES, LLC**, a Utah limited liability company ("G-Bar"), **XR INTERNATIONAL LLC**, a Utah limited liability company ("XRI"), **RT ASSETS LLC**, a Utah limited liability company ("RTA") and **FAE HOLDINGS 493571R LLC**, a Utah limited liability company, **BOYER NW QUADRANT, L.C.**, a Utah limited liability company, and **GB NW QUADRANT INVESTMENT, LLC**, a Utah limited liability company (collectively, "FAE").

WHEREAS, G-Bar, as Grantor, and RGIV, LLC, a Utah limited liability company, as Grantee, entered into that certain Drainage Access Easement Agreement dated November 16, 2017, and recorded in the real property records of the Salt Lake County Recorder, as Entry Number 12662571, on November 20, 2017 (the "Easement Agreement"); and

WHEREAS, RGIV, LLC, has conveyed all of its interest in Grantee's Real Property (as defined in the Easement Agreement), part to XRI, part to RTA and part to FAE; and

WHEREAS, G-Bar owns those certain parcels of real property located in Salt Lake County, Utah as more particularly described on Exhibit "A" attached hereto (the "G-Bar Property"), as generally depicted on Exhibit "E" attached hereto; and

WHEREAS, XRI owns that certain parcel of real property located in Salt Lake County, Utah as more particularly described on Exhibit "B" attached hereto (the "XRI Property"), as generally depicted on Exhibit "E" attached hereto; and

WHEREAS, RTA owns that certain parcel of real property located in Salt Lake County, Utah as more particularly described on Exhibit "C" attached hereto (the "RTA Property"), as generally depicted on Exhibit "E" attached hereto; and

WHEREAS, FAE owns that certain parcel of real property located in Salt Lake County, Utah as more particularly described on Exhibit "D" attached hereto (the "FAE Property"), as generally depicted on Exhibit "E" attached hereto; and

WHEREAS, the parties desire to amend the Easement Agreement as set forth herein.

When Recorded Return To: _____
First American Title Insurance Company
National Commercial Services
18500 Von Karman Avenue, Suite 600
Irvine, CA 92612
File No: NCS 944071-SA1

51100v2

NOW THEREFORE, in consideration of their mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Amendment.

2. Limited Applicability. With respect to XRI, all of the rights and obligations of Grantee as set forth in the Easement Agreement, including, without limitation, the easement rights and responsibility for costs in Section 1, the indemnity obligations in Section 2 and the maintenance and repair obligations in Section 6, shall be applicable only with respect to that portion of the Access Easement Area that is located adjacent to the XRI Property, as shown on Exhibit E.

With respect to RTA, all of the rights and obligations of Grantee as set forth in the Easement Agreement, including, without limitation, the easement rights and responsibility for costs in Section 1, the indemnity obligations in Section 2 and the maintenance and repair obligations in Section 6, shall be applicable only with respect to that portion of the Access Easement Area that is located adjacent to the RTA Property, as shown on Exhibit E.

With respect to FAE, all of the rights and obligations of Grantee as set forth in the Easement Agreement, including, without limitation, the easement rights and responsibility for costs in Section 1, the indemnity obligations in Section 2 and the maintenance and repair obligations in Section 6, shall be applicable only with respect to that portion of the Access Easement Area that is located adjacent to the FAE Property, as shown on Exhibit E.

3. Counterparts. This Amendment may be executed in separate counterparts, each signature page of which shall be an original copy, all of which together, when attached to the body hereof, shall constitute one instrument, binding upon the parties.

4. Control. In the event of any inconsistency between the terms of this Amendment and the terms of the Easement Agreement, the terms of this Amendment shall govern and control.

5. Terms. Any capitalized term used in this Amendment, unless otherwise defined herein, shall have the same meaning as is given to it in the Easement Agreement.

6. Continuation. Except as provided herein, no other amendments or adjustments to the Easement Agreement are affected under this Amendment, and the Easement Agreement and all of its terms and conditions shall continue in full force and effect.

7. Notice. All notices, demands, requests and other communication required or warranted hereunder shall be in writing and shall be through the following persons, or as otherwise instructed by a party or its successor in a written notice to the other parties.

If to G-Bar: 1570 S 1100 E, Ste. A
Salt Lake City, UT 84105

If to XRI: 1245 Brickyard Rd., Ste. 70
Salt Lake City, UT 84106

If to RTA: 421 N John Glenn Rd.
Salt Lake City, UT 84116

If to FAE: 215 S State St., Ste. 380
Salt Lake City, UT 84111

IN WITNESS WHEREOF, this First Amendment to Drainage Access Easement Agreement has been executed by the parties hereto to be effective as of the day and year first above written.

G-BAR VENTURES, LLC
a Utah limited liability company

By: 

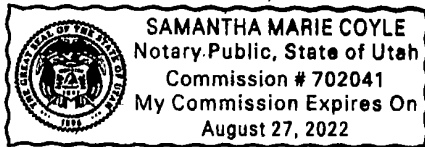
Name: BECKY G. CAMPBELL

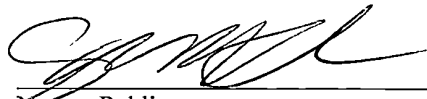
Title: MEMBER/MANAGER G-BAR VENTURES LLC

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

On this 22 day of AUGUST, 2019, before me, a Notary Public, personally appeared BECKY CAMPBELL, known or proved to me to be the Member/manager of G-Bar Ventures, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same on behalf of said company.

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 Public
Residing at 1240 E 2100 S, SLC UT 84104
Comm. Expires AUGUST 27, 2022

XR INTERNATIONAL, LLC

a Utah limited liability company

By: OF: THE RITCHIE GROUP LLC
is MANAGER
[Signature]

Name: RYAN J. RITCHIE

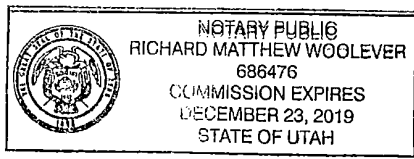
Title: MANAGER

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

On this 23 day of August, 2019, before me, a Notary Public, personally appeared RYAN RITCHIE, known or proved to me to be the UTDL 151443367 of XR International, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same on behalf of said company.

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 Public
Residing at SLC UTAH
Comm. Expires 12/23/2019



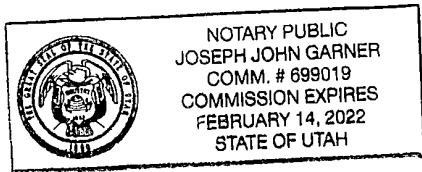
RT ASSETS, LLC
a Utah limited liability company

By: Todd Jasper
Name: TODD JASPER
Title: MANAGER

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

On this 28 day of AUGUST, 2019, before me, a Notary Public, personally appeared TODD JASPER, known or proved to me to be the MANAGER of RT Assets, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same on behalf of said company.

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



Joseph John Garner
Notary Public
Residing at 5580 W ANGLIA EAGLEHEART DR. SALT LAKE
Comm. Expires 2/14/2022 CITY 84116

F AE HOLDINGS 493571R, LLC,
a Utah limited liability company

By: Michael D. Batt

Name: Michael D. Batt

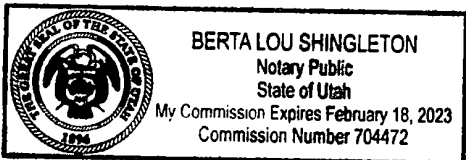
Title: Manager

STATE OF UTAH)
County of SALT LAKE)ss.

On this 6th day of August, 2019, before me, a Notary Public, personally appeared Michael D Batt, known or proved to me to be the Manager of FAE Holdings 493571R, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same on behalf of said company.

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

Berta Lou Shingleton
Notary Public
Residing at 4448 SKYE DR S. JORDAN, UT
Comm. Expires 2/18/2023 Sign?



BOYER NW QUADRANT, L.C.,
a Utah limited liability company, by its manager

The Boyer Company, L.C., a Utah limited liability
company

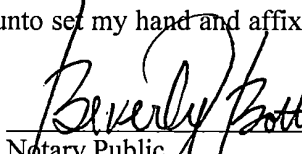


By: _____
Name: Brian Gochnour
Title: Manager

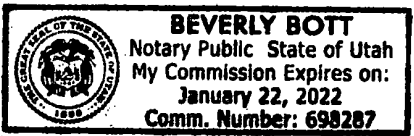
STATE OF UTAH)
)ss.
County of Salt Lake)

On this 12th day of August, 2019, before me, a Notary Public, personally appeared Brian Gochnour, known or proved to me to be a manager of The Boyer Company, L.C., a Utah limited liability company, the manager of Boyer NW Quadrant, L.C., a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same on behalf of said company.

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 Public
Residing at Salt Lake County
Comm. Expires 1/22/22



GB NW QUADRANT INVESTMENT, LLC,
a Utah limited liability company, by its manager

Gardner Batt, LLC, a Utah limited liability
company

By: Michael D. Batt
Name: Michael D. Batt
Title: Manager

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

On this 6th day of AUGUST, 2019, before me, a Notary Public, personally
appeared Michael D. Batt, known or proved to me to be a manager of Gardner Batt,
LLC, a Utah limited liability company the manager of GB NW Quadrant Investment, LLC, a Utah
limited liability company, the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that s/he executed the same on behalf of said company.

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

Berta Lou Shingleton
Notary Public
Residing at 4448 SKYE DR. S. JORDAN, UT
Comm. Expires 2/18/2023 '84009

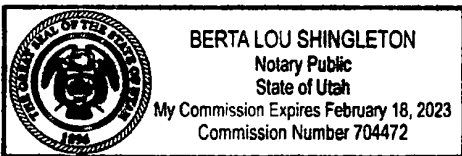


EXHIBIT A

LEGAL DESCRIPTION OF G-BAR PROPERTY

Beginning at a point North 00°06'02" East 293.67 feet along the Section line from the East Quarter Corner of Section 26, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence North 81°47'49" West 226.55 feet; thence North 49°23'48" West 666.23 feet to the easterly line of the property described in Special Warranty Deed recorded 1/12/2007 as EN 9971585, Book 9408 Page 4134-4137; thence North 00°04'55" East 1881.12 feet along said easterly line to the Section line; thence South 89°56'43" East 71.35 feet along last said Section line to the west line of the East Half of the Northeast Quarter of the Northeast Quarter of Section 26; thence South 00°05'35" West 1320.18 feet along said west line; thence South 89°57'30" East 659.96 feet along the southerly line of said East Half of the Northeast Quarter of the Northeast Quarter of Section 26 to the east line of Section 26; thence South 00°06'02" West 1026.31 feet along last said Section line to the point of beginning.

AND

Beginning at a point North 00°06'02" East 293.67 feet along the Section line from the West Quarter Corner of Section 25, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence South 81°47'49" East 1708.10 feet to the westerly line of the property described in Quitclaim Deed recorded 12/28/2010 as EN 11105417, Book 9892 Page 7953-7954; thence North 00°00'51" East 2590.13 feet more or less, along last said line to the Section line; thence South 89°59'50" West 1687.15 feet along the Section line to the Northwest Corner of said Section 25; thence South 00°06'02" West 2346.34 feet along the Section line to the point of beginning.

EXHIBIT B

LEGAL DESCRIPTION OF XRI PROPERTY

Beginning at a point North 00°06'10" East 1284.32 feet along the section line from the Southwest corner of Section 25, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58'11" West 730.14 feet to the Easterly line of the property described in Special Warranty Deed recorded January 12, 2007 as Entry No. 9971585 in Book 9408 at Pages 4134-4137; thence North 00°04'55" East 2111.84 feet along said Easterly line and generally along an existing barbed wire fence; thence South 49°23'48" East 666.23 feet; thence South 81°47'49" East 226.55 feet to the West line of said Section 25; thence South 00°06'02" West 293.67 feet along last said section line to the West quarter corner of Section 25; thence South 00°06'10" West 1351.87 feet along last said section line to the point of beginning. (Also known as Lot 1, Coans Subdivision)

EXHIBIT C

LEGAL DESCRIPTION OF RTA PROPERTY

Beginning at a point North 00°06'10" East 1284.32 feet along the section line from the Southwest corner of Section 25, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence North 00°06'10" East 1351.87 feet along said section line to the West quarter corner of said Section 25; thence North 00°06'02" East 293.67 feet along said section line; thence South 81°47'49" East 743.89 feet; thence South 1539.01 feet; thence South 89°58'11" West 739.22 feet to the point of beginning. (Also known as Lot 2, Coans Subdivision)

EXHIBIT D

LEGAL DESCRIPTION OF FAE PROPERTY

Beginning at a point North 00°06'10" East 1284.32 feet along the section line and North 89°58'11" East 739.22 feet from the Southwest corner of Section 25, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence North 1539.01 feet; thence South 81°47'49" East 964.21 feet to the Westerly line of the property described in Quitclaim Deed recorded December 28, 2010 as Entry No. 11105417 in Book 9892 at Pages 7953-7954; thence South 00°00'51" West 1400.93 feet along said Westerly line and generally along an existing barbed wire fence; thence South 89°58'11" West 954.00 feet to the point of beginning. (Also known as Lot 3, Coans Subdivision)

EXHIBIT E
GENERAL DEPICTION

