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7/30/2020 8:40:00 AM \$54.00  
Book - 10988 Pg - 9527-9533  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 7 P.

When Recorded Please return to:  
Salt Lake City Public Utilities  
Attention: Karryn Greenleaf  
1530 South West Temple  
Salt Lake City, Utah 84115  
Parcel No. 15-12-354-003

RECORDED

JUL 29 2020 124512 JDF

EASEMENT AMENDMENT

CITY RECORDER

**Miller Family Real Estate, L.L.C.**, a Utah limited liability company, whose mailing address is 9350 South 150 East, Sandy, Utah 84070 ("Grantor"), and **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address is listed above ("City"), previously entered into that certain Easements dated 1) July 11, 2002 and recorded on July 19, 2002 as Entry number 8297454, Book 8621 Page 7704-7705 and 2) February 11, 2005, and recorded on February 17, 2005 as Entry Number 9302554, Book 9095 Page 7394-7396 (the "Original Easement"). The parties have agreed to enter into this Easement Amendment to (i) release and vacate a portion of the Original Easement, and (ii) convey and grant a new access and utility easement.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, warrant, and agree as follows:

1. City hereby releases and vacates that certain portion of the Original Easement, as depicted in Exhibit A attached hereto and more particularly described in Exhibit B attached hereto (the "Vacated Easement Area").
2. Grantor hereby conveys and grants to City a thirty foot (30') wide perpetual, easement and right-of-way for the construction, operation, repair, alteration, and inspection of a storm drain, together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through that certain real property situated in Salt Lake County, State of Utah, as depicted in Exhibit A attached hereto and more particularly described in Exhibit C attached hereto (the "Replacement Easement Area"), together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted (the "Replacement Easement").
3. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the Replacement Easement Area so long as such improvements do not interfere with City's use of the Replacement Easement. Grantor may maintain the existing improvements within the Replacement Easement Area as of the date hereof so long as such improvements do not interfere with the use, occupation or enjoyment of the Replacement Easement.
4. City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with City's use, occupation or enjoyment of the Replacement Easement Area, without liability to Grantor, and without any obligation of restoration or compensation.
5. City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Replacement Easement Area, for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
6. This Easement shall be liberally construed in the favor of City.

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7. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:

Grantor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Easement Amendment upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

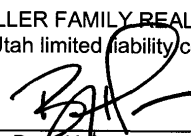
8. If in the future the Facilities are removed by City or the Replacement Easement is no longer needed by City, Grantor may petition City to vacate and abandon the Replacement Easement at no charge to Grantor.

9. The terms of the Original Easement are hereby incorporated into this Easement Amendment, except as revised above. In the event of a conflict between the terms of this Easement Amendment and the terms of the Original Easement, the terms of this Easement Amendment shall control.

WITNESS the hand of Grantor this 16<sup>th</sup> day of July, 2020.

GRANTOR:

MILLER FAMILY REAL ESTATE, L.L.C.,  
a Utah limited liability company

  
\_\_\_\_\_  
By: Brad Holmes  
Its: President

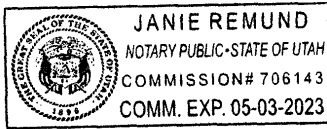
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SALT LAKE CITY, UTAH 84114-5515

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

On this 16<sup>th</sup> day of July, in the year 2020, before me  
Janie Remund, a notary public, personally appeared Brad  
Holmes, proved on the basis of satisfactory evidence to be the person(s) whose name(s)  
(is/are) subscribed to in this document, that he/she/they are the President of Miller Family Real  
Estate, L.L.C., a Utah Limited Liability Company, and that the forgoing instrument was signed  
on behalf of said limited liability company by authority of resolution (or by-laws) of its Board of  
Directors; and said person acknowledged to me that said limited liability company executed the  
same.

Witness my hand and official seal.



  
\_\_\_\_\_  
NOTARY PUBLIC, residing in Salt Lake County

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SALT LAKE CITY CORPORATION

By [Signature]  
PUBLIC UTILITIES DIRECTOR

ATTEST AND COUNTERSIGNED:

[Signature]  
CITY RECORDER



RECORDED

JUL 29 2020

APPROVED AS TO FORM:  
Salt Lake City Attorney's office

CITY RECORDER

BY [Signature]  
Rusty Vetter (Jul 27, 2020 13:13 MDT)

Dated 07/27/2020

STATE OF UTAH )  
                  :SS  
County of Salt Lake )

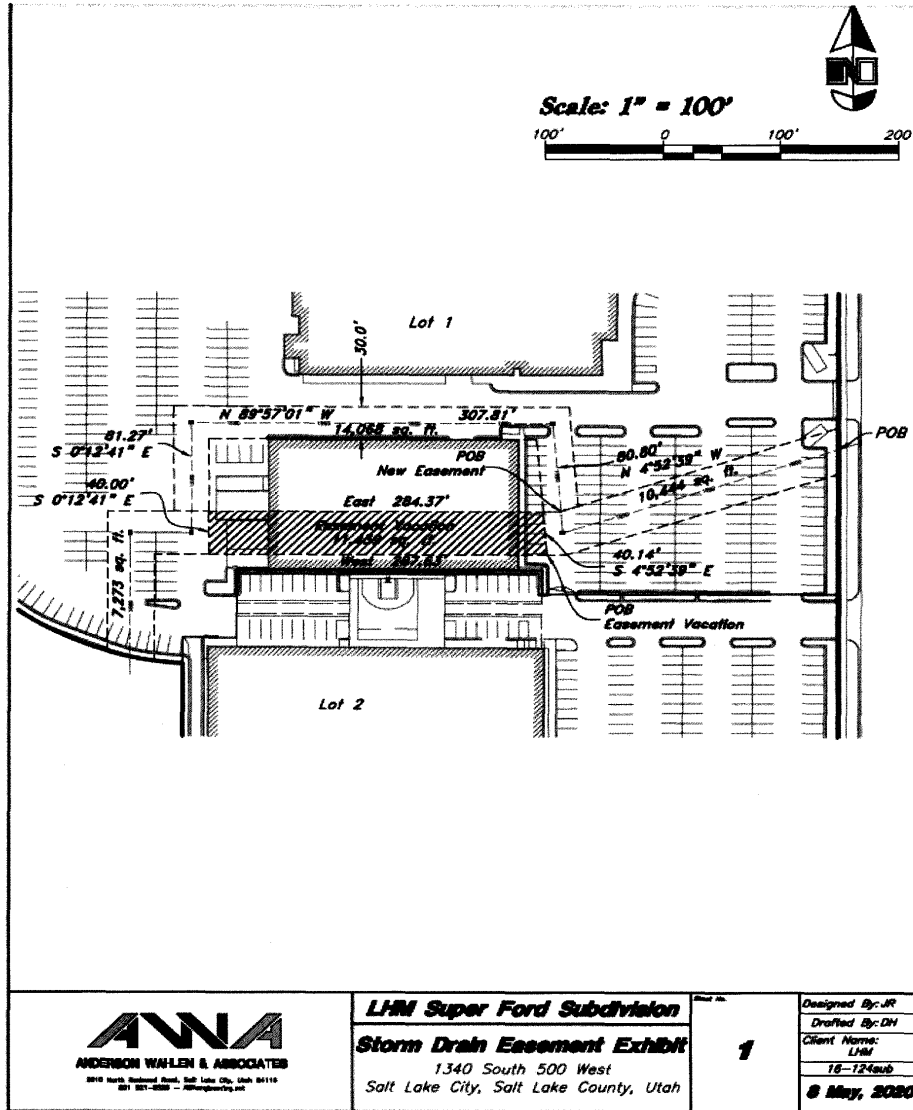
On July 27, 2020, personally appeared before me **Laura Briefer**, who, being duly sworn, did say that she is the **Director of Public Utilities** of SALT LAKE CITY CORPORATION, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of Salt Lake City Corporation, by authority of law.



[Signature]  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

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EXHIBIT "A"



PROPERTY OF SALT LAKE  
 CITY RECORDER'S OFFICE  
 P.O. BOX 145515  
 SALT LAKE CITY, UTAH 84114-5515

BK 10988 PG 9531

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**(VACATED EASEMENT**  
**AREA)**

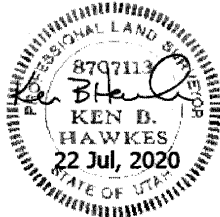
**LHM Super Ford Subdivision**  
**City Easement Partial Vacation**

**May 8, 2020**  
**Revised July 22, 2020**

A vacation of a portion of a 40 foot wide City Easement, within Lot 14, Block 6, Five Acre Plat "B", Big Field Survey, Salt Lake City Survey, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located 723.39 feet South 0°01'13" East along the West line of 500 South Street and 247.32 feet South 89°58'47" West of the Northeast Corner of Lot 12, Block 6, Five Acre Plat "B", Big Field Survey, said Northeast Corner is located 1542.26 feet North 89°56'37" East along a monument line and 39.65 feet South 0°01'13" East from a Brass Cap monument found marking the intersection of 700 West and 1300 South Streets; and running thence West 287.63 feet; thence North 0°12'41" West 40.00 feet; thence East 284.37 feet and thence South 4°52'39" East 40.14 feet to the point of beginning.

**Contains 11,439 sq. ft.**



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**EXHIBIT "C"**

**LEGAL DESCRIPTION  
(REPLACEMENT  
EASEMENT AREA)**

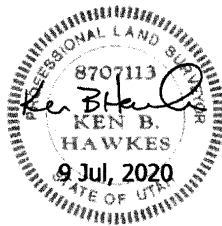
**LHM Super Ford Subdivision  
SD Easement**

**Revised July 9, 2020**

A 30 foot wide Storm Drain Easement, within Lot 14, Block 6, Five Acre Plat "B", Big Field Survey, Salt Lake City Survey, Salt Lake City, Salt Lake County, Utah, being 15 feet each side of the following described centerline:

Beginning at a point located 682.90 feet South 0°01'13" East along the West line of 500 South Street and 235.71 feet South 89°58'47" West of the Northeast Corner of Lot 12, Block 6, Five Acre Plat "B", Big Field Survey, said Northeast Corner is located 1542.26 feet North 89°56'37" East along a monument line and 39.65 feet South 0°01'13" East from a Brass Cap monument found marking the intersection of 700 West and 1300 South Streets; and running thence North 4°52'39" West 85.82 feet; thence North 89°57'01" West 307.40 feet; thence South 0°12'41" East 86.27 feet to the termination of this easement centerline.

Note: The sidelines of this easement should be extended or shortened to terminate at the sidelines of an existing 40' wide Salt Lake City easement per Entry No.'s 8297454 & 9302554.



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