

When Recorded Mail to:
Dee Hansen
5445 South Highland Drive
Salt Lake City, UT 84117

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1/14/2021 4:49:00 PM \$40.00
Book - 11099 Pg - 3446-3455
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 10 P.

Record against Parcels:
28-08-101-063 &
28-08-101-055

AMENDMENT TO EASEMENT AGREEMENT

This AMENDMENT TO EASEMENT AGREEMENT (this "Amendment") is entered into this 14th day of January 2021 ("Effective Date"), by and between FPA SANDY MALL ASSOCIATES, LLC, a Delaware limited liability company, hereinafter referred to as "First Party", and, CALIUTAH STATION INVESTMENT GROUP, LLC, a Utah Limited Liability Company, hereinafter referred to as "Second Party".

WITNESSETH:

WHEREAS, Second Party is the owner of that certain real property located in the City of Sandy, County of Salt Lake, State of Utah, as more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Second Party Property");

WHEREAS, First Party is the owner of that certain real property located in the City of Sandy, County of Salt Lake, State of Utah, as more particularly described in Exhibit B attached hereto and incorporated herein by reference ("First Party Property" and together with the Second Party Property, the "Properties");

WHEREAS, First Party's predecessors in title, Mariemont Holdings, LLC, and Second Party's predecessors in title, Chevron U.S.A. Inc., entered into that certain Easement Agreement dated January 1, 1997 and recorded on April 10, 1997 in the Office of the Salt Lake County Recorder as entry number 6616190 (the "Easement Agreement"), providing for a non-exclusive, reciprocal easement for ingress and egress over, upon and across that certain tract of land described in Exhibit C attached hereto (the "Easement") for access to and from the Properties;

WHEREAS, the Easement Agreement was entered into for an initial term of ten (10) years, and stated that said term "may be extended by the mutual agreement of the parties";

WHEREAS, although the Easement Agreement was not officially extended in writing at the end of the initial ten (10) year term, the parties have continued to act as though the Easement Agreement has been extended;

WHEREAS, Second Party is currently planning to develop the Second Party Property as shown on the site plan attached hereto as Exhibit D (the "Site Plan"), and is planning on leasing the Second Party Property to an entity ("Dutch Bros") who plans to operate a Dutch Bro Coffee shop thereon; and

WHEREAS, First Party and Second Party now to desire to extend the term of the Easement