

WHEN RECORDED MAIL TO:

U.S. Army Corps of Engineers
Chief Realty Services Branch/Brady Demarest
Baltimore District, RSFO
300 Sentinel Drive
Annapolis Junction, MD 20701

ENT 121264:2021 PG 1 of 9
Andrea Allen
Utah County Recorder
2021 Jul 08 01:22 PM FEE 40.00 BY CS
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

MODIFICATION OF EASEMENT DEED

In Reference to Tax ID Number(s):

58-005-0086, 58-004-0045, 41-984-0106

This MODIFICATION OF EASEMENT DEED ("Modification Agreement") made as of this 14th day of May 2021, by and between the United States of America (hereinafter, the "Government") and Boyer Holbrook Farm, L.C. ("Boyer Holbrook") and Vantaggio Holbrook Industrial L.C. ("Vantaggio"), as successors and assigns of Stephen and Gail LLC, Scott and Michelle 3, LLC., Bryce and Sherri, 4, LLC and David and Brigitta, 7, LLC (collectively, "the Holbrook Family").

WHEREAS, by Easement Deed between the Holbrook Family and the United States of America, the Holbrook Family granted an easement to the Government, a perpetual and assignable easement and right of way in, on, over and across land for the location, construction, operation, maintenance, alteration, replacement of a road and appurtenances, along with the right to trim, cut, fell and remove trees, underbrush, obstructions, and other vegetation, structures, or obstacles within the limits of the rights of way (reserving to the grantors, their heirs and assigns, the right to cross over or under the right-of-way as access to their adjoining land) (the "Road Easement"); and

WHEREAS, in consideration for the Road Easement, the Government granted a separate access road across Government property from the main access to the Holbrook property (the "Holbrook Property"), their successors and assigns, which was in effect a non-exclusive easement to access the Holbrook's adjacent property (hereinafter, "Access Easement"); and

WHEREAS, the said Easement Deed was executed on May 24, 2011 and recorded among the land records of Utah County, Utah on December 29, 2011 at ENT 94511:2011; and

WHEREAS Boyer Holbrook and Vantaggio have acquired the Holbrook Property from the Holbrook Family and are the successors and assigns of the Holbrook Family to all rights and obligations set forth in the Easement Deed and Access Easement; and

WHEREAS Boyer Holbrook and Vantaggio are in the process of developing the Holbrook Property; and

WHEREAS the Government and the Holbrook Property use a shared access area to access both the Government property and the Holbrook Property (the "Shared Access"); and

WHEREAS, in connection with the land development of the Holbrook Property, Boyer Holbrook and Vantaggio now wish to abandon, relinquish and terminate a portion of the Access Easement and reconfigure a portion of the Shared Access within the Access Easement; and

WHEREAS, in connection with the reconfiguration of the Shared Access, the Government wishes to relocate the access security gate (the "Security Gate") to a new location; and

WHEREAS, the Government has no objection to Boyer Holbrook and Vantaggio relinquishing a portion of the Access Easement nor does it have an objection to the reconfiguration of the Shared Access and has determined it will not adversely affect the Government's interests and that the relocation of the Security Gate will benefit the Government;

NOW THEREFORE, the parties agree to modify and amend the Easement Deed through this Modification Agreement intending to be bound according to the following terms:

1. The above "Whereas" clauses are hereby incorporated into this Modification Agreement.

2. Boyer Holbrook and Vantaggio confirm that the date hereof is the date for purposes of terminating a portion of the Access Easement and they accordingly hereby terminate and release that portion of the Access Easement labeled "Access Road to be Abandoned" as shown on Exhibit "A", attached hereto and incorporated by the reference.
3. The Government agrees that the road and road improvements in the Shared Access area may be modified by Boyer Holbrook and Vantaggio in accordance the drawings depicted on Exhibit "A." The Parties also agree that Boyer Holbrook and Vantaggio will relocate the Security Gate to the approximate location shown on Exhibit "A." All expenses associated with the modifications within the Shared Access area and relocation of the Security Gate will be paid for by Boyer Holbrook and Vantaggio.
4. This Modification Agreement inures to and binds the parties hereto and their respective successors and assigns. Each party represents and warrants that they have authority to enter into this Modification Agreement.
5. This termination and Release shall be governed by and interpreted in accordance with Federal law.

THE UNITED STATES OF AMERICA

BY: DEMAREST.BRADY.AL AN.1093333051 Digitally signed by DEMAREST.BRADY.ALAN.1093333051 Date: 2021.05.14 17:30:23 -04'00'


ITS: Real Estate Contracting Officer

BOYER HOLBROOK FARM, L.C.

BY: 

ITS: NATHAN R. BOYER

VANTAGGIO HOLBROOK INDUSTRIAL, L.C.

BY: 

ITS: manager

ACKNOWLEDGMENT

STATE OF UTAH)

) ss:

SALT LAKE COUNTY)

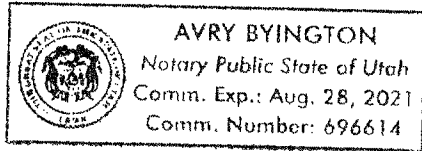
The foregoing instrument was acknowledged before me this 18 day of May, 2021, by Nathan R. Boyer as Manager for **Boyer Holbrook Farm, L.C.**, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument.

WITNESS my hand and official seal.

Amy Byington

Notary Public

(Seal)



My commission expires: 8/28/2021

ACKNOWLEDGMENT

STATE OF UTAH)
) ss:
SALT LAKE COUNTY)

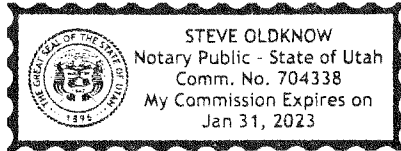
The foregoing instrument was acknowledged before me this 24 day of MAY, 2020, by Kevin Angksey as Manager for **Vontaggio Holbrook Industrial, L.C.**, known to be or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument.

WITNESS my hand and official seal.



Notary Public

(Seal)



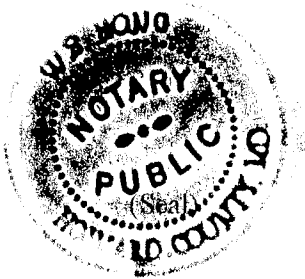
My commission expires: 31 JAN 2023

ACKNOWLEDGMENT

STATE OF Maryland)
) ss:
COUNTY OF Howard)

The foregoing instrument was acknowledged before me this 26th day of May, 2021 by Brady Demarest as Real Estate Contracting Officer for the **United States of America**, known to be or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public

My commission expires: 07/02/2023

**LEGAL DESCRIPTION
PREPARED FOR
UTAH DATA CENTER
LEHI CITY, UTAH
(March 18, 2021)
19-0379**

EXISTING SHARED ACCESS EASEMENT

A portion of the SE1/4 of Section 34 and SW1/4 of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point at the Northwest Corner of that Real Property described in Deed Entry No. 107322:2017 of the Official Records of Utah County; located N00°27'58"E along the Section line 16.50 feet from the Southwest Corner of Section 35, T4S, R1W, SLB&M; thence N39°55'17"W 41.91 feet; thence along the arc of a curve to the left with a radius of 20.00 feet a distance of 22.32 feet through a central angle of 63°57'23" Chord: N71°53'59"W 21.18 feet to a point of compound curvature; thence along the arc of a curve to the left with a radius of 105.85 feet a distance of 91.65 feet through a central angle of 49°36'25" Chord: S51°19'08"W 88.81 feet to the Section line; thence S89°51'40"W along the Section line 92.34 feet; thence Northeasterly along the arc of a non-tangent curve to the right having a radius of 164.00 feet (radius bears: N89°51'40"E) a distance of 159.05 feet through a central angle of 55°33'59" Chord: N27°38'39"E 152.89 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 35.00 feet a distance of 38.43 feet through a central angle of 62°54'21" Chord: N23°58'29"E 36.53 feet; thence N55°13'12"E 49.19 feet; thence S41°33'53"E 44.59 feet; thence S47°58'53"E 85.30 feet; thence S73°28'19"E 41.24 feet; thence S79°18'49"E 38.37 feet; thence N24°45'52"E 18.64 feet; thence N13°59'09"E 48.73 feet; thence N77°58'09"E 17.78 feet to the Westerly line of a 100' Right-of-Way for State Road 68 as depicted on the Right-of-Way Plans for UDOT Project Number F-0068(45)33; thence S12°01'51"E along said right-of-way line 141.11 feet to the North line of that Real Property described in Deed Entry No. 107322:2017 of the Official Records of Utah County; thence S89°49'32"W along said deed 154.07 feet to the point of beginning.

Contains: 37,862 square feet or 0.87 acres+/-

PORTION OF NSA ROAD WEST OF PROPOSED GATES

A portion of the SE1/4 of Section 34, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°51'40"W along the Section line 122.78 feet and North 168.60 feet from the Southeast Corner of Section 34, T4S, R1W, SLB&M; thence Northwesterly along the arc of a 35.00 feet radius non-tangent curve to the left (radius bears: S82°31'19"W) 18.71 feet through a central angle of 30°37'18" Chord: N22°47'20"W 18.48 feet; thence N38°53'31"W 13.70 feet; thence along the arc of a curve to the left with a radius of 275.00 feet a distance of 233.63 feet through a central angle of 48°40'36" Chord: N63°13'49"W 226.67 feet; thence N87°34'06"W 215.99 feet; thence along the arc of a curve to the left with a radius of 225.00 feet a distance of 153.69 feet through a central angle of 39°08'13" Chord: S72°51'47"W 150.72 feet; thence S53°17'41"W 39.92 feet; thence N36°42'19"W 3.00 feet; thence S53°17'41"W 129.43 feet; thence N35°14'28"W 27.01 feet; thence N53°17'41"E 168.66 feet; thence along the arc of a curve to the right with a radius of 255.00 feet a distance of 174.18 feet through a central angle of 39°08'13" Chord: N72°51'47"E 170.82 feet; thence S87°34'06"E 229.56 feet; thence along the arc of a curve to the right with a radius of 275.00 feet a distance of 145.93 feet through a central angle of 30°24'16" Chord: S72°21'58"E 144.22 feet; thence S57°09'51"E 37.17 feet; thence S48°53'54"E 90.06 feet; thence S41°33'53"E 10.80 feet; thence S55°13'12"W 49.19 feet to the point of beginning.

Contains: 25,719 square feet or 0.59 acres+/-

ACCESS ROAD TO BE ABANDONED

A portion of the SE1/4 of Section 34, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located S89°51'40"W along the Section line 705.68 feet from the Southeast Corner of Section 34, T4S, R1W, SLB&M; thence S89°51'40"W along the Section line 36.00 feet; thence N00°08'40"E 51.21 feet; thence along the arc of a curve to the left with a radius of 200.00 feet a distance of 102.50 feet through a central angle of 29°21'49" Chord: N14°32'15"W 101.38 feet; to a point of compound curvature; thence along the arc of a curve to the left with a radius of 49.00 feet a distance of 82.12 feet through a central angle of 96°01'19" Chord:

N77°13'48"W 72.84 feet; thence N35°14'28"W 0.48 feet; thence N53°17'41"E 129.43 feet; thence S36°42'19"E 3.00 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 45.00 feet (radius bears: S36°42'19"E) a distance of 67.77 feet through a central angle of 86°17'01" Chord: S10°09'11"W 61.54 feet; to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 236.00 feet a distance of 136.47 feet through a central angle of 33°07'59" Chord: S16°25'20"E 134.58 feet; thence S00°08'40"W 51.04 feet to the point of beginning.

Contains: 9,101 square feet or 0.21 acres+/-