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10/03/2003 01:30 PM 14.00  
Book - 8892 Pg - 3589-3591  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
KIRTON & MCCONKIE  
PO BOX 45120  
SLC UT 84145-0120  
BY: LOTT, DEPUTY - WI 3 P.

WHEN RECORDED, MAIL TO:

Bill Meaders  
110 Kirton & McConkie  
60 E. South Temple #1800  
Salt Lake City, UT 84111

**AMENDMENT TO ACCESS AND UTILITIES EASEMENT**

THIS AMENDMENT TO ACCESS AND UTILITIES EASEMENT is made this 1st day of October, 2003, by and between SORENSON ASSOCIATES, L.L.C., a Utah limited liability company ("Grantor") and DH-DRAPER, LLC, a Utah limited liability company ("Grantee.")

**Recitals**

A. On or about November 26, 2003, Grantor and Alliance Capital Development, L.L.C. signed an Access and Utilities Easement (the "Original Easement") granting certain easement rights to Grantee.

B. The Original Easement was recorded on Dec. 3, 2002, 2003, as Entry No. 8444037, in Book 8696, at Page 3081 of the official records in the Office of the Salt Lake County Recorder.

C. The parties now desire to amend the Original Easement in order to relocate the easement granted therein. Grantor is the sole owner of the property to which the easement will be relocated. Grantee is the sole owner of the property benefited by the Original Easement.

**Terms of Amendment**

NOW, THEREFORE, for Ten Dollars and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Original Easement as follows:

1. Relocation of Easement. The "Easement Area" defined in the Original Easement and legally described on Exhibit A attached to the Original Easement is hereby amended to be at the location legally described on Exhibit 1 attached to this Amendment.

2. Termination of Rights in Prior Location. The Original Easement stated, in part: "In the event of relocation, the parties shall execute an amendment to this instrument specifying the relocated route at the time of any such relocation. Recording the amendment shall terminate all rights of the Grantee in the parcel from which the parties move the easement rights of Grantee." In accordance with said provision, the parties acknowledge and agree that upon recording of this Amendment, the easement held by Grantee pursuant to the Original Easement and this Amendment will affect only that property described on Exhibit 1 attached to this Amendment and will automatically terminate as to any other property of Grantor. Grantee

hereby disclaims any interest in any parcel of parcels which were subject to the Original Easement but which are not included in the legal description on Exhibit 1 attached to this Amendment.

3. Reaffirmation of Easement. Except as expressly modified herein and except as stated in paragraph 2 hereof, the Original Easement remains in full force and effect in accordance with its terms.

4. Parties to Easement. Alliance Capital Development, L.L.C. ("Alliance") does not own any of the property described on Exhibit 1 attached hereto and therefore does not join as a grantor in this Amendment. However, by signing below, Alliance indicates its consent to this Amendment.

GRANTOR:

SORENSEN ASSOCIATES, L.L.C.

  
\_\_\_\_\_  
Manager

  
\_\_\_\_\_  
Manager

GRANTEE:

DH DRAPER, LLC by  
Dearbourne Heights LLC, Its Manager by  
Proterra Companies,  
Inc., its Manager

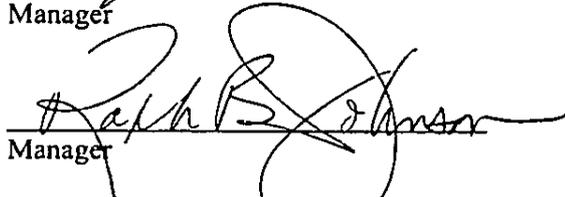
  
\_\_\_\_\_  
Charles W. Akerlow, President

CONSENT

ALLIANCE CAPITAL DEVELOPMENT, L.L.C. ("Alliance") signs below to signify its consent to the foregoing Amendment to Easement.

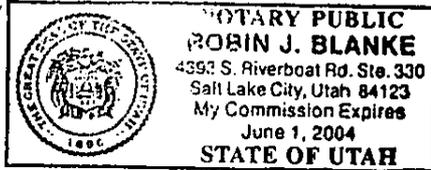
ALLIANCE CAPITAL DEVELOPMENT, L.L.C.

  
\_\_\_\_\_  
Manager

  
\_\_\_\_\_  
Manager

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

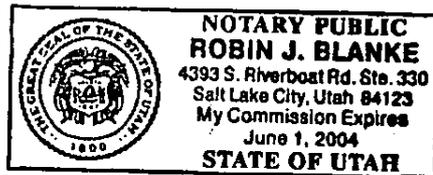
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2003 by Ralph B. Johnson and Jim Sorenson of Sorenson Associates, LLC.



Robin J. Blanke  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

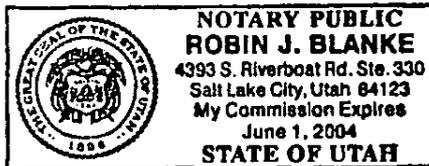
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2003 by Charles W. Akerlow, the president of DH DRAPER, LLC by Dearbourne Heights LLC, Its Manager by Proterra Companies.



Robin J. Blanke  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2003 by Ralph B. Johnson and Jim Sorenson of Alliance Capital Development, LLC.



Robin J. Blanke  
Notary Public

Exhibit 1

Columbia Drive Construction Easement - Sorenson

Beginning at the northwest corner of Lot 3, as shown on the subdivision plat entitled "South Pointe Commerce Center Subdivision," Book 2003P, Page 6, in the office of the Salt Lake County Recorder, Township 4 South, Range 1 East;

thence along the northerly boundary of said subdivision N 60°19'24" E, 855.68 feet to a point on a non-tangent 75.00 foot radius curve to the right, said point also being on the Right-Of-Way of 65 East (radius bears N 28°45'41" E);

thence along said curve and continuing along said R.O.W 125.11 feet, through a central angle of 95°34'29";

thence N 65°33'29" W, 11.00 feet to a point on a non-tangent 61.00 foot radius curve to the right (radius bears N 65°33'29" W);

thence along said curve 48.17 feet, through a central angle of 45°14'41";

thence S 69°41'12" W, 50.17 feet to a point on a 287.50 foot radius curve to the left (radius bears S 20°18'48" E);

thence along said curve 147.28 feet, through a central angle of 26°21'05";

thence S 40°20'07" W, 61.57 feet to a point on a 202.50 foot radius curve to the right (radius bears N 49°39'53" W);

thence along said curve 70.64 feet, through a central angle of 19°59'18";

thence S 60°19'24" W, 613.46 feet;

thence S 29°40'36" E, 48.55 feet;

thence N 70°30'59" E, 121.20 feet to the point of beginning and containing 77,824.29 sq.ft. or 1.787 acres.

Exhibit 1 cont.

