

**After Recording Return To:**  
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5/30/2013 2:30:00 PM \$16.00  
Book - 10143 Pg - 9061-9063  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 3 P.

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**AMENDMENT #1 TO  
RIGHT OF WAY MAINTENANCE AGREEMENT**

NCS- 565690

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This **AMENDMENT #1 TO RIGHT OF WAY MAINTENANCE AGREEMENT** (the "Amendment") is made and entered into as of the 15th day of May, 2013, by and between Housing Authority of the County of Salt Lake, a body corporate and politic of the State of Utah ("HACSL"), and Doris Croxford Schmidt ("Schmidt"). HACSL and Schmidt are referred to collectively herein as the "Parties."

**RECITALS**

A. The Parties entered into that certain Right of Way Maintenance Agreement, dated December 10, 2010, and recorded in the Salt Lake County Recorder's Office on December 12, 2010, as Entry No. 11094494 in Book 9887 at Page 8785 (the "Agreement") affecting those certain properties as more particularly described on the attached Exhibit "A".

B. The Parties desire to clarify the Agreement by confirming the size of the culinary water line to be installed through the Easement for the benefit of the Schmidt Property as provided in the Agreement.

**AGREEMENT**

Therefore, the Parties hereby agree that the Agreement is amended as follows:

1. Definitions. Capitalized terms defined in the Agreement shall have the same meaning when used in this Amendment, unless modified in this Amendment.
2. Culinary Line. Notwithstanding anything in the Agreement to the contrary, the Parties hereby agree and confirm that the culinary water line to be installed by HACSL in the Easement to the boundary of the Schmidt Property shall be a 3-inch line.
3. Miscellaneous. To the extent the terms of this Amendment modify or conflict with any provisions of the Agreement, these terms shall control. All other terms of the Agreement not modified by this Amendment shall remain the same. This Amendment shall inure to the benefit of, and be binding on, Buyer and Seller and their respective successors and assigns. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah.

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment on the dates set forth below, to be effective as of the date first set forth above.

HACSL:

SCHMIDT:

Housing Authority of the County of Salt Lake, a body corporate and politic of the State of Utah

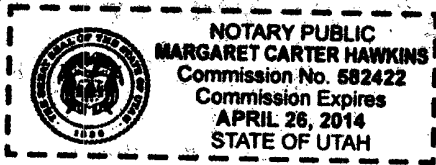
Doris Croxford Schmidt  
Doris Croxford Schmidt

By: Kerry Bate  
Name: Kerry Bate  
Title: Executive Director

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

The foregoing instrument was acknowledged before me this 15 day of <sup>May</sup>~~April~~, 2013, by Doris Croxford Schmidt.

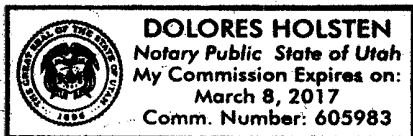
Margaret Hawkins  
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 16 day of <sup>May</sup>~~April~~, 2013, by Kerry Bate, as the authorized representative of the Housing Authority of the County of Salt Lake, a Utah municipal corporation.

Dolores Holsten  
NOTARY PUBLIC



## EXHIBIT A

### Legal Description of the HACSL Property

BEGINNING AT A POINT WHICH IS WEST 43.63 FEET AND SOUTH 500 FEET FROM THE NORTHEAST CORNER OF LOT 9, BLOCK 9, TEN-ACRE PLAT "A" BIG FIELD SURVEY; SAID POINT ALSO BEING EAST 16.33 FEET AND NORTH 1213.09 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°12'52" WEST 120.03 FEET; THENCE WEST 190.23 FEET; THENCE SOUTH 05°00'00" WEST 242.89 FEET; THENCE SOUTH 12°15'18" WEST 8.44 FEET; THENCE SOUTH 89°30'00" WEST .94 FEET; THENCE SOUTH 04°59'02" WEST 6.75 FEET; THENCE SOUTH 88°44'00" WEST 466.63 FEET; THENCE NORTH 79°20'00" WEST 32.55 FEET; THENCE NORTH 00°04'39" EAST 6.66 FEET; THENCE NORTH 00°04'53" EAST 386.11 FEET; THENCE NORTH 89°46'15" EAST 151.66 FEET; THENCE NORTH 5.00 FEET; THENCE NORTH 89°30'00" EAST 392.64 FEET; THENCE SOUTH 04°00'00" WEST 20.62 FEET; THENCE EAST 172.35 FEET TO THE POINT OF BEGINNING.

CONTAINS 228,929 SQUARE FEET OR 5.26 ACRES

### Legal Description of Schmidt Property

BEGINNING AT A POINT WHICH IS NORTH 569.25 FEET; THENCE WEST 212.70 FEET AND NORTH 05°00'00" EAST 666.95 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°30'00" WEST 154.64 FEET; THENCE NORTH 01°12'52" EAST 255.59 FEET; THENCE NORTH 89°46'15" EAST 167.04 FEET; THENCE SOUTH 04°00'00" WEST 255.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,032 SQUARE FEET OR 0.94 ACRES, MORE OR LESS.

### Legal Description of Right of Way Parcel

Beginning at a point which is EAST 16.33 FEET; north 1171.00 feet AND west 192.83 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; thence West 522.44 feet; thence North 00°04'53" East 30.00 feet; thence East 475.02 feet; thence continue easterly along said line, a distance of 0.94 feet to a point of curve to the left having a radius of 8.00 feet and a central angle of 90°00'00"; thence northeasterly along the arc a distance of 12.57 feet (CHORD BEARING North 45°00'00" East 11.31 feet); thence North 24.13 feet; thence North 89°30'00" East 28.34 feet; thence South 09°31'44" East 59.61 feet to the point of curve of a non tangent curve to the left, of which the radius point lies East, a radial distance of 28.00 feet; thence southerly along the arc, through a central angle of 07°22'06", a distance of 3.60 feet (CHORD BEARING South 03°41'02" East 3.60 feet) to the POINT OF BEGINNING.

Containing 16,623 square feet or 0.38 acres, more or less.

15-36-477-037