

When Recorded Return To
Meridian Title Company
64 East 6400 South
Salt Lake City, Utah 84107

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12805311
7/5/2018 3:40:00 PM \$27.00
Book - 10691 Pg - 803-809
ADAM GARDINER
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 7 P.

ABANDONMENT AND MODIFICATION OF EASEMENT

This Abandonment and Modification of Easement is made by and between, RMFPT, LLC, a Utah limited liability company ("RMFPT") and Lonestar Property Associates, LLC, a Utah limited liability company ("Lonestar"). For good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto understand and agree as follows:

A. WHEREAS, RMFPT is the owner of the following described property located in Salt Lake County, Utah (the "RMFPT Property"):

See attached Exhibit A

B. WHEREAS, Lonestar is the owner of the following described property located in Salt Lake County, Utah (the "Lonestar Property"):

See attached Exhibit B

C. WHEREAS, the predecessor owner of the RMFPT Property was granted a certain non-exclusive right of way and easement for ingress and egress by vehicular and pedestrian traffic across the Lonestar Property, as created in that First Amendment to Declaration of Easements and Covenants, recorded May 13, 1987 as Entry No. 445793, in Book 5917, at page 2035 (the "RMFPT Easement").

C. WHEREAS, the parties hereto have reached an agreement for the abandonment of a portion of the Original Easements and a modification thereto.

NOW, THEREFORE, for good and valuable consideration the adequacy of which is hereby acknowledged the parties hereby agree as follows:

1. RMFPT does hereby abandon, vacate, relinquish and disclaim all right, title and interest in and to the following described portion the Original Easements:

See the attached Exhibit C.

2. Except as modified as set forth above, all other terms and conditions of the Original Easements remain in full force and effect.

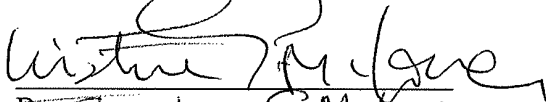
3. The terms of this document shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

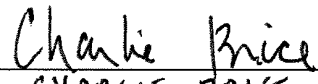
4. This instrument may be executed in counter parts.

In witness whereof, the parties hereto have executed this instrument this _____ day of June, 2018.

RMFPT, LLC,
a Utah limited liability company

LONESTAR PROPERTY ASSOCIATES, LLC,
a Utah limited liability company


By: Christine G McLaren
Its: Secretary


By: CHARLIE BRICE
Its: Member

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

Please see attached

The foregoing instrument was acknowledged before me on the 0 day of June, 2018, by _____, the _____ of RMFPT, LLC, a Utah limited liability company, who duly acknowledged that it was executed by authority.

Acknowledgement

NOTARY PUBLIC

STATE OF _____)
:SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the _____ day of June, 2018, by _____, the _____ of Lonestar Property Associates, LLC, a Utah limited liability company, who duly acknowledged that it was executed by authority.

Please see attached Acknowledgement

NOTARY PUBLIC

Description of Attached Document

Title of Type of Document Abandonment and Modification of Easement

Document Date June 25, 2018 Number of Pages 4

Acknowledgment

State of Utah

§

County of Salt Lake

On this 3 day of July, in the year 2018, before me

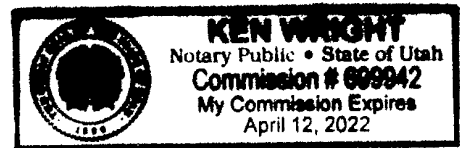
Ken Wright a notary public, personally appeared
notary public name

Christine McHaren, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she they) executed the same.

Witness my hand and official seal.

Ken Wright
Notary Signature



(seal)

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

} s.s.

On 29 June 2018 before me, Lorie Jean Morse, Notary Public
Name of Notary Public, Title

personally appeared Charlie Brice
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lorie Jean Morse
Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Proof of Signature

containing 3 pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) CFO
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: Consolidated Engineering Laborarories
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # 2 Entry # 2

Notary contact: 209-321-9690

Other

- Additional Signer Signer(s) Thumbprints(s)

EXHIBIT A

LEGAL DESCRIPTION OF RMFPT PROPERTY

Beginning at a point being North 89°44'00" East 165.00 feet along the Section line and South 0°02'10" East 395.50 feet from the Northwest corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°44'00" East 265.00 feet; thence South 0°02'10" East 250.00 feet; thence South 89°44'00" West 100.00 feet; thence North 0°02'10" West 187.50 feet; thence South 89°44'00" West 165.00 feet, thence North 0°02'10" West 62.50 feet to the point of beginning.

Together with a 40 foot Right of Way, which reads as follows, to wit:

Beginning at a point on the South line of 2100 South Street, said point being North 89°44'00" East 430.00 feet along the Section line and South 0°02'10" East 50.00 feet from the Northwest corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°44'00" East 40.00 feet along said South line of 2100 South Street; thence South 0°02'10" East 905.75 feet; thence South 89°40'00" West 40.00 feet; thence North 0°02'10" East 905.75 feet to the point of beginning.

Also together with a Right of Way for subject property over adjacent property, which reads as follows, to wit:

Beginning at a point North 89°44'00" East 430.00 feet along the Section line and South 0°02'10" East 395.50 feet from the Northwest corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°44'00" West 265.00 feet; thence North 0°02'10" West 62.50 feet; thence North 89°44'00" East 126.50 feet; thence South 0°02'10" East 52.50 feet; thence North 89°44'00" East 138.95 feet; thence South 0°02'10" East 10.00 feet to the point of beginning.

Tax Parcel No. 15-21-101-037

EXHIBIT B

LEGAL DESCRIPTION OF LONESTAR PROPERTY

PARCEL 1:

Beginning at a point on the South line of 2100 South Street, said point being North 89°44'00" East 330.00 feet along the section line and South 0°02'10" East 50.00 feet from the Northwest corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°44'00" East 100.00 feet along said South line; thence South 0°02'10" East 345.50 feet; thence South 89°44'00" West 265.00 feet; thence North 0°02'10" West 62.50 feet; thence North 89°44'00" East 165.00 feet; thence North 0°02'10" West 283.00 feet to the said South line also being the point of beginning.

PARCEL 1-A:

A Non-exclusive right of way and easement for ingress and egress by vehicular and pedestrian traffic as created in First Amendment to Declaration of Easements and Covenants, recorded MAY 13, 1987 as Entry No. 4456793, in Book 5917, at Page 2035, described as follows:

Beginning at a point North 89°44'00" East 430.00 feet along the section line and South 0°02'10" East 395.50 feet from the Northwest corner of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 0°02'10" East 15.00 feet; thence South 89°44'00" West 138.95 feet; thence South 0°02'10" East 47.50 feet; thence South 89°44'00" West 126.05 feet; thence North 0°02'10" West 62.50 feet; thence North 89°44'00" East 265.00 feet to the point of beginning.

Tax Parcel No. 15-21-101-050

EXHIBIT C

LEGAL DESCRIPTION OF ABANDONED PORTION OF ORIGINAL EASEMENTS

BEGINNING NORTH 89°44'00" EAST 176.85 FEET & SOUTH 0°02'10" WEST 415.5 FEET FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 89°44'00" EAST 150 FEET; THENCE SOUTH 0°16'00" EAST 40 FEET; THENCE SOUTH 89°44'00" WEST 150 FEET; THENCE NORTH 0°16'00" WEST 40 FEET TO THE POINT OF BEGINNING. CONTAINS 6,000 SQ. FT. (0.138 ACRES)