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Book - 10976 Pg - 1820-1825  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 6 P.

When recorded, mail to:  
Urban 8<sup>th</sup>, LLC  
c/o Urban Alfandre, LLC  
423 West Broadway, Suite 230  
Salt Lake City, Utah 84101  
Attn: James Alfandre

Tax ID 15-12-209-009 and 15-12-210-002

## Amendment No. 1 to Easement Agreement

This AMENDMENT NO. 1 TO EASEMENT AGREEMENT (the “**Amendment**”) is made May 7, 2020, by PINE ISLAND PROPERTIES, LLC, a Utah limited liability company (“**Grantor**”), and URBAN 8<sup>th</sup> LLC, a Utah limited liability company (“**Grantee**”) (collectively, “the **Parties**”).

### RECITALS

- A. WHEREAS, that certain Easement Agreement dated November 5, 2019 between the Parties was recorded December 5, 2019 in the Salt Lake County Recorder’s Office as Entry No. 13140513, Book 10868, Pages 8718 - 8727 (the “**Agreement**”);
- B. WHEREAS, the Agreement touches and concerns the Grantor Parcel described on Exhibit A attached hereto, the Grantee Parcel described on Exhibit B attached hereto, and the Easement Area described on Exhibit C attached hereto;
- C. WHEREAS, subsequent to the recording of the Agreement the Parties have agreed to expand the scope and use of the Easement;
- D. WHEREAS, the Parties desire to amend the Agreement to provide for such expanded scope and use.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Expanded Scope and Use of the Easement.** Sections 1 and 2 of the Agreement are revised to provide that the Easement may be used for the following additional purposes:
  - (a) By Grantee and its tenants, guests, customers, other invitees, and emergency personnel (but not the general public) for access to and the opening and closing of any and all fire doors or other doors and windows of the building located on the Grantee

Parcel, together with pedestrian and vehicular ingress and egress or access to and from such fire doors and/or windows across the Easement Area.

(b) By all Utility Service Providers (defined below) to lay, maintain, operate, repair, inspect, protect, remove and replace underground (but not surface or overhead) pipelines, wires, cables, and related surface and underground transmission and distribution apparatus required to be used in connection with the foregoing under and through (but not over except to access) the Easement Area (the “Utility Facilities”).

2. **Definition of “Utility Service Providers”**. The Easement for the Utility Facilities shall be for the use of all public utilities, municipal utilities, or privately-owned entities providing telephone, electrical, gas, sanitary and storm sewer, culinary water, irrigation water, cable television, internet, communication, data transmission, or similar services (collectively, “Utility Service Providers”).

3. **Grantor’s Retained Rights**. Grantor shall have the right to use the Easement Area for any purpose that does not interfere with the Utility Facilities. Grantor has improved the surface area of the Easement Area for motor vehicle and pedestrian travel and parking.

The Utility Service Providers shall neither do nor permit any act that will unreasonably prevent or hinder Grantor’s use of and ingress or egress over and across the Easement, except for such temporary periods as are reasonably required for the installation, maintenance, repair, operation, inspection, removal, replacement, or protection of the Utility Facilities.

4. **Maintenance**. If in its installation, maintenance, repair, operation, inspection, removal, replacement, or protection of the Utility Facilities, any Utility Service Provider destroys, disturbs, or damages any improvement within the Easement, the Utility Service Provider shall within a reasonable time repair the same, including an asphalt patch and seal coat on the disturbed area. Any such work within the Easement shall: (i) shall occur only after at least five (5) days’ prior written notice to Grantor; (ii) shall be performed in a good and workmanlike manner; and (iii) shall be prosecuted diligently to completion as soon as reasonably practicable.

5. **Continuation of Defined Terms**. All terms capitalized and defined in the Agreement are hereby adopted by reference, and except as revised herein, have the same meanings as in the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment on the dates indicated below, to be effective as of the date first indicated above.

**Grantor:**

PINE ISLAND PROPERTIES, LLC

a Utah limited liability company

By: [Signature]  
John A. Gezon  
Manager

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

On May 7, 2020, John A. Gezon personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same in his capacity as the Manager of Pine Island Properties, LLC, a Utah limited liability company.



[Signature]  
Notary Public

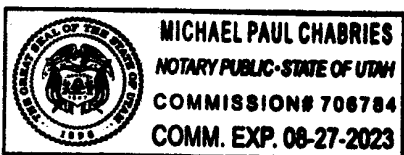
**Grantee:**

URBAN 8<sup>th</sup> LLC,  
a Utah limited liability company

By: [Signature]  
Name: MICHAEL D. BATT  
Title: MANAGER

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

On May 7, 2020, [Signature] personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same in his capacity as the Manager of Urban 8<sup>th</sup> LLC, a Utah limited liability company.



[Signature]  
Notary Public

**Exhibit A**

**Legal Descriptions of Grantor Parcel**

That certain real property located in Salt Lake County, more particularly described as follows:

Beginning on the Southeast Corner of Lot 8, Block 13, Plat "A", Salt Lake City Survey and Running thence North 5 rods; thence West 184.5 feet; thence South 5 Rods; thence East 184.5 feet to the point of beginning.

Parcel ID No.: 15-12-209-009

754 South 200 West, Salt Lake City, Utah 84101

**Exhibit B**

**Legal Descriptions of Grantee Parcel**

That certain real property located in Salt Lake County, more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 13, Plat "A", Salt Lake City Survey and running thence West 115 feet; thence North 165 feet; thence East 115 feet; thence South 165 feet to the point of beginning.

Parcel ID No.: 15-12-210-002

764 South 200 West, Salt Lake City, Utah 84101

**Exhibit C**

**Legal Description of the Easement Area**

**Right-of-Way Easement – Bailey Court**

Beginning at the Southeast Corner of Lot 8, Block 13, Plat "A", Salt Lake City Survey; and running thence North 16.5 feet; thence West 214.5 feet; thence South 16.5 feet; thence East 214.5 feet to the point of beginning.