

WHEN RECORDED RETURN TO:

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, UT 84111
Attn: Lamont Richardson

13756174
8/27/2021 8:29:00 AM \$40.00
Book - 11229 Pg - 348-360
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 13 P.

Tax Parcel Nos.: 21-19-100-027; 21-19-100-019; 21-19-100-020

FIRST AMENDMENT TO EASEMENT AGREEMENT

This First Amendment to Easement Agreement (this "Amendment") is dated effective as of August ~~26~~ 2021, by and among BOYER 6200 WEST JORDAN, L.C., a Utah limited liability company ("Boyer"), DAVID AND JERALYNN WINDER, LLC, a Utah limited liability company ("Winder") and MCDONALD'S CORPORATION, a Delaware corporation ("McDonald's"). Boyer, Winder and McDonald's are sometimes referred to herein separately as a "Party" and collectively as "Parties."

Recitals:

A. Boyer is the fee owner of certain real property located in Salt Lake County, State of Utah, which property is more particularly described on Exhibit A hereto and incorporated herein by reference ("Boyer Property").

B. Winder is the fee owner of certain real property located in Salt Lake County, State of Utah, which property is more particularly described on Exhibit B hereto and incorporated herein by reference (the "Winder Property").

C. McDonald's is the fee owner of certain real property located in Salt Lake County, State of Utah, which property is more particularly described on Exhibit C hereto and incorporated herein by reference (the "McDonald's Property")

D. Boyer, Winder and McDonald's, or their predecessors in interest, are parties to that certain Easement Agreement dated February 6, 1997, filed as Entry Number 6569148, in Book 7595 at Page 2275 of the official records of the Salt Lake County Recorder (the "**Easement Agreement**"), which relates to certain easement rights (the "**Easement Rights**") with respect to a portion of the Boyer Property.

E. The Parties desire to amend the Easement Agreement in accordance with the terms and conditions set forth below. All capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Easement Agreement.

Amendment:

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, as well as the covenants and promises herein contained, Grantor and Grantee hereby agree as follows:

1. Defined Terms. Capitalized terms used in this Amendment but not otherwise defined herein shall have the meaning ascribed to such terms in the Easement Agreement.

2. Storm Water Easement; Amendment of Parcel 5. The Parties agree and acknowledge that the Storm Sewer Easement described in Section 2 of the Easement Agreement is in full force and effect and remains unchanged by this Amendment. Notwithstanding the foregoing, in connection with the preparation of this Amendment, the description of the Storm Sewer Easement has been updated such that the description of Parcel 5 set forth on Page 2 of Exhibit C of the Easement Agreement is hereby deleted in its entirety and the description of Parcel 5 set forth on the attached Exhibit D is substituted in lieu thereof. The Storm Sewer Easement is depicted on the attached Exhibit E.

3. Amendment of Sections 3 Through 5. Sections 3 through and including 5 of the Easement Agreement are hereby deleted in their entirety and the following substituted in lieu thereof:

3. Intentionally Deleted.

4. Intentionally Deleted.

5. Intentionally Deleted.

Without limiting the generality of the foregoing, the parties hereby agree that the easements granted pursuant to Sections 3 through and including 5 of the Easement Agreement are hereby terminated, abandoned and vacated.

4. Storm Water Retention Easement. Boyer does hereby create, grant and convey to Winder and McDonald's a perpetual, non-exclusive easement in, over and across that certain portion of the Boyer Property more particularly described in the attached Exhibit F and depicted on the attached Exhibit G (the "Storm Water Retention Easement Area") to retain and store storm water and other drainage water that flows from the Winder Property and the McDonald's Property. The description of Parcel 6 set forth on Page 3 of Exhibit C of the Easement Agreement is hereby deleted in its entirety and the description of Parcel 6 set forth on the attached Exhibit F is substituted in lieu thereof.

5. Construction and Maintenance of Storm Water Retention Basin. Boyer shall construct on the Storm Water Retention Easement Area a storm water retention basin and related facilities (the "Storm Water Retention Basin") at its sole cost and expense. Boyer shall complete construction of the Storm Water Retention Basin in a good and workmanlike manner and in compliance with all governmental requirements. From and after Boyer's completion of construction of the Storm Water Retention Basin, Boyer shall operate, maintain, repair, replace and renew the Storm Water Retention Basin at its sole cost and expense.

6. Amendment of Section 13. Section 13 of the Easement Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

To the owner of Lot 1: McDonald's Corporation
Attention: Real Estate Dept. L/C: 43-0154
110 N. Carpenter Av
Chicago, IL 60607

To the owner of Lot 2: Winder Family Trust
Attention: Shauna Sloan
39 E. Eagleridge Dr.
North Salt Lake City, UT 84054

To the owner of Lot 3: Boyer 6200 West Jordan, L.C.
101 South 200 East, Suite 200
Salt Lake City, Utah 84111

Attention: President

7. Miscellaneous. Except as expressly modified and amended hereby, all other terms and conditions of the Easement Agreement shall continue in full force and effect. In the event of a conflict between the terms and conditions in this Amendment and the Easement Agreement, the terms and conditions of this Amendment shall govern. This Amendment shall inure for the benefit of and shall be binding on each of the Parties hereto and their respective successors and/or assigns. Each Party hereby represents and warrants to the other that the person or entity signing this Amendment on behalf of such Party is duly authorized to execute and deliver this Amendment and to legally bind the Party on whose behalf this Amendment is signed to all of the terms, covenants and conditions contained in this Amendment. This Amendment shall be construed and controlled by and under the laws of the State of Utah, without giving effect to principles of conflicts of laws. This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all Parties hereto had signed the same signature page.

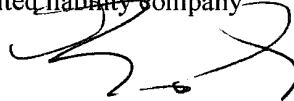
[The remainder of this page is intentionally left blank. Signatures to follow.]

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

BOYER:

BOYER 6200 WEST JORDAN, L.C,
a Utah limited liability company, by its Manager

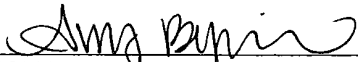
THE BOYER COMPANY, L.C.,
a Utah limited liability company


By: _____
Name: Brian Gochnour
Its: Manager

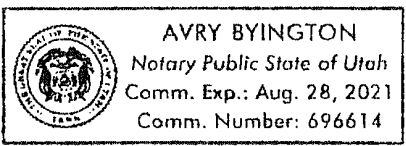
STATE OF UTAH)
 : ss.
COUNTY OF)

On this 18 day of August, 2021, personally appeared before me Brian Gochnour manager of The Boyer Company, L.C., a Utah limited liability company, a manager of Boyer 6200 West Jordan, L.C., a Utah limited liability company, who executed this instrument on behalf of said company.

My Commission Expires: 8/28/2021



NOTARY PUBLIC
Residing at: Davis County



WINDER:

DAVID AND JERALYNN WINDER, LLC,
a Utah limited liability company

By: Shauna Sloan, Trustee
Name: Shauna Sloan
Its: Trustee

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

On this 23rd day of August, 2021, personally appeared before me Shauna Sloan, the Trustee of David and Jeralynn Winder, LLC, L.C., a Utah limited liability company, who executed this instrument on behalf of said company.

[Signature]
NOTARY PUBLIC
Residing at: Davis County, UT

My Commission Expires: 7/20/2025

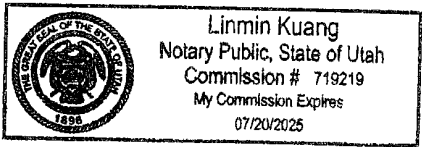


EXHIBIT A

Legal Description of Boyer Property

BEG N 89°55'30" W 1625.83 FT FR N 1/4 COR SEC 19, T 2S, R 1W, SLM; S 240 FT; S 89°55'30" E 265 FT; S 80 FT; S 89°55'30" E 255 FT; S 773.93 FT M OR L; N 89°56'35" W 1390.76 FT M OR L TO E LINE OF RR; N'LY ALG RR 1057.36 FT M OR L; S 89°55'30" E 27.45 FT; N 85°53'14" E 91.87 FT; S 89°55'30" E 10.05 FT; N 0°04'30" E 40 FT; S 89°55'30" E 597.5 FT M OR L TO BEG. LESS & EXCEPTING BEG S 89°55'30" E 1513.65 FT & S 0°04'30" W 615.49 FT FR NW COR SEC 19, T2S, R1W, SLM; S 478.49 FT; N 89°56'35" W 1380.54 FT; N'LY ALG A 5679.65 FT RADIUS CURVE TO R 479.87 FT; S 89°56'35" E 1343.75 FT TO BEG. 14.05 AC M OR L. 7683-2501,2503,2505 7692-1209,1211 7753-2311 8644-6686,6698,6702 9117-2087 9705-4025 9449-7520 10066-7819,7821

EXHIBIT B

Legal Description of Winder Property

Beginning on the new South line of 6750 South Street at a point that is N89°55'30"W along the section line (basis of bearing) 1360.83 feet and South 40.00 feet from the County monument at the North Quarter corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along said South line of street N89°55'30"W 265.00 feet; thence South 200.00 feet; thence S89°55'30"E 265.00 feet; thence North 200.00 feet to the point of beginning. Contains 53,000 square feet or 1.2167 acres.

EXHIBIT C

Legal Description of McDonald's Property

Beginning on the new South line of 6200 South Street at a point that is N89°55'30"W along the section line (basis of bearing) 1360.83 feet and South 40.00 feet from the County monument at the North Quarter corner of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning to be known as the Northwest corner of Lot 1, Airport Road Commercial Subdivision (when the same is recorded); thence South 280.00 feet to the Southwest corner of said Lot 1; thence S89°55'30"E 255.00 feet to the Southeast corner of said Lot 1 at a point on the new West line of Airport Road; thence along said West line of street North 245.05 feet; thence Northwesterly 54.93 feet along the arc of a 35.00 foot radius curve to the left through a central angle of 89°55'30" (chord bears N44°57'45"W 49.47 feet) to a point on said South line of 6200 South Street; thence along said South line of street N89°55'30"W 220.05 feet to the point of beginning. Contains 71,138 square feet or 1.6331 acres.

EXHIBIT D

Legal Description of Storm Sewer Easement

Parcel 5:

A storm drain easement being a part of that entire tract of Land described in that Special Warranty Deed recorded March 15, 2021 as Entry No. 13598326 in Book 11137, at Page 436 in the Office of the Salt Lake County Recorder. Said easement is located in the Northwest Quarter of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a northeasterly corner of said entire tract and southerly right of way line of 6200 South Street, which is 993.48 feet S. 89°40'50" E. along the Section line and 40.0' feet South from the Northwest Corner of said Section 19; thence along said entire tract the following five (5) courses: 1) S. 00°14'40" W. 200.00 feet; 2) S. 89°40'50" E. 265.00 feet; 3) S. 00°14'40" W. 80.00 feet; 4) S. 89°40'50" E. 255.00 feet; 5) S. 00°14'40" W. 20.00 feet; thence N. 89°40'50" W. 19.22 feet; thence S. 07°40'20" E. 16.46 feet; thence S. 00°19'10" W. 2.93 feet; thence N. 89°35'09" W. 20.00 feet; thence N. 00°19'10" E. 1.49 feet; thence N. 07°40'20" W. 17.87 feet; thence N. 89°40'50" W. 235.58 feet; thence N. 00°14'40" E. 80.00 feet; thence N. 89°40'50" W. 265.00 feet; thence N. 00°14'40" E. 220.00 feet to the northerly boundary line of said entire tract and southerly right of way of said 6200 South Street; thence S. 89°40'50" E. 20.00 feet along said lines to the **Point of Beginning**.

The above-described easement contains 16,790 square feet in area or 0.385 acres, more or less.

BASIS OF BEARING:S. 89°40'50" E. along the Section line between the Northwest Corner and the North Quarter Corner of Section 19, Township 2 South, Range 1, Salt Lake Base and Meridian.

EXHIBIT E

Depiction of Storm Sewer Easement

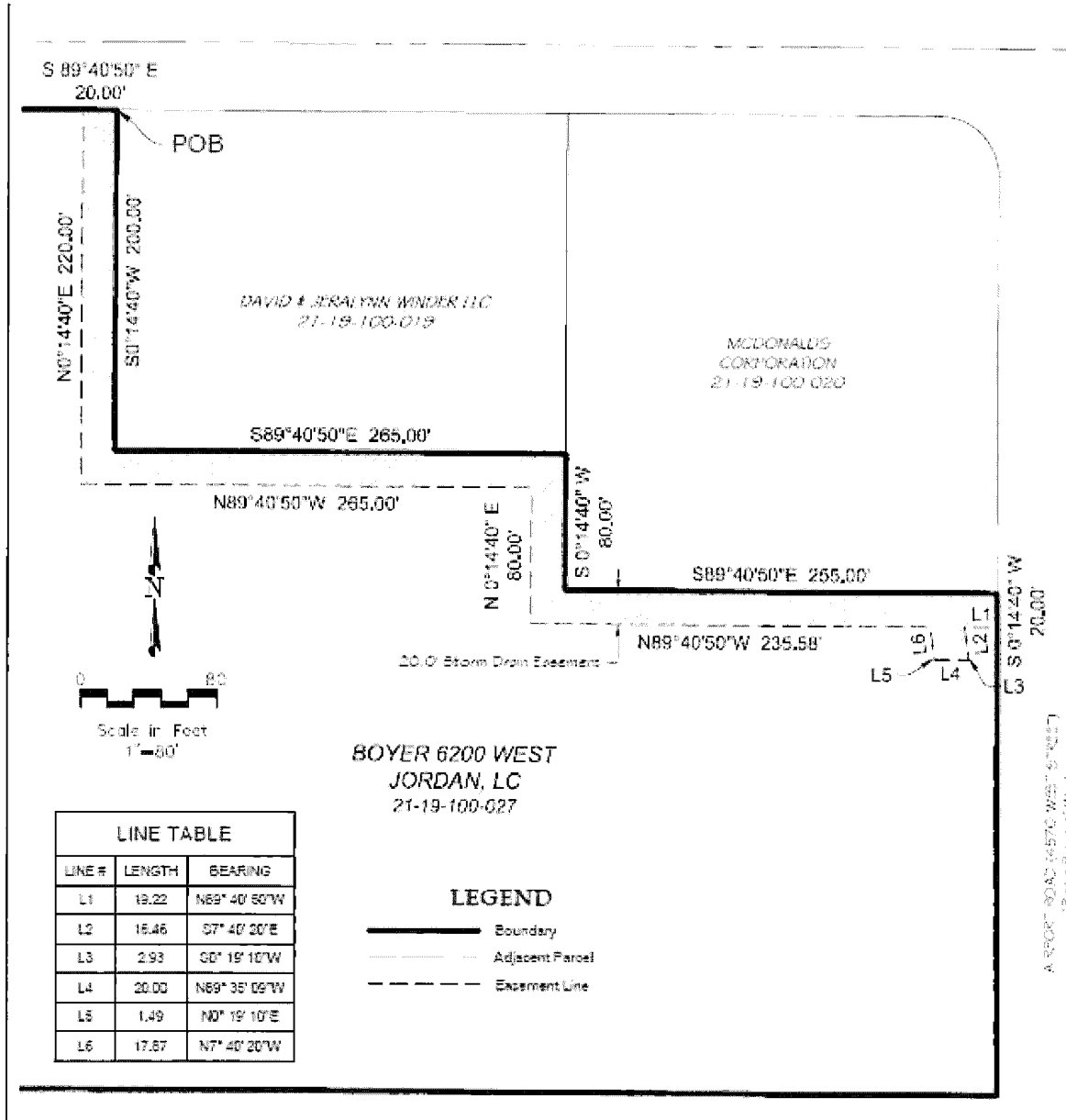


EXHIBIT F

Description of Storm Water Retention Basin Easement

Parcel 6:

A storm water retention basin easement being a part of that entire tract of Land described in that Special Warranty Deed recorded March 15, 2021 as Entry No. 13598326 in Book 11137, at Page 436 in the Office of the Salt Lake County Recorder. Said easement is located in the Northwest Quarter of Section 19, Township 2 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

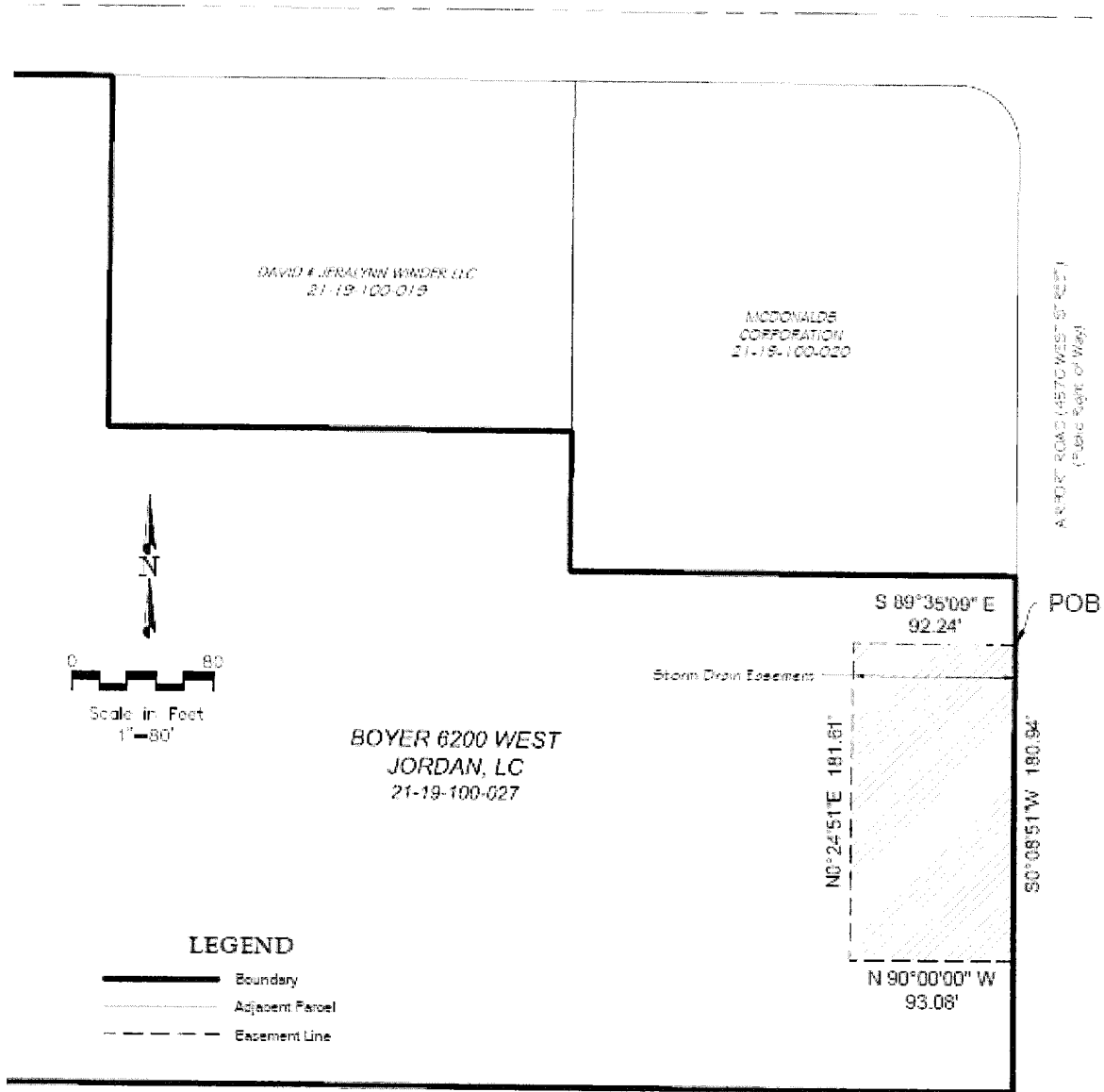
Beginning at a point on the easterly boundary line of said entire tract and westerly right of way line of Airport Road, which is 1512.18 feet S. 89°40'50" E. along the Section line and 359.26 feet South from the Northwest Corner of said Section 19; thence S. 00°08'51" W. 180.94 feet along said lines; thence West 93.08 feet; thence N. 00°24'51" E. 181.61 feet; thence S. 89°35'09" E. 92.24 feet to the **Point of Beginning**.

The above-described easement contains 16,797 square feet in area or 0.385 acres, more or less.

BASIS OF BEARING:S. 89°40'50" E. along the Section line between the Northwest Corner and the North Quarter Corner of Section 19, Township 2 South, Range 1, Salt Lake Base and Meridian.

EXHIBIT G

Depiction of Storm Water Retention Basin Easement



4817-7531-4928