

WHEN RECORDED RETURN TO:

Kendall Hunt
2469 So. Redwood Road
West Valley City, Utah 84119

12245848
3/24/2016 8:43:00 AM \$15.00
Book - 10414 Pg - 1734-1736
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 3 P.

MODIFICATION
To
GRANT OF EASEMENT

This Modification is made this 21st day of March, 2016, by and between Tubroz, LLC, a Utah limited liability company ("Tubroz") and Mildred J. Carter ("Carter").

RECITALS

A. Tubroz owns the following described property located in Salt Lake County, Utah, to wit:

Beginning at a point that is South 00 deg. 06'10" East 507.21 feet (basis of bearing is the centerline of Redwood Road) and East 193.81 feet from the center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning being on the Northerly right of way line of Whitlock Avenue and being the Southwest corner of the herein described parcel; thence East a distance of 150.00 feet along said Whitlock Avenue; thence North 00 deg. 07'00" West, a distance of 506.69 feet along the East line of Lot 25 of Block 16, Chesterfield Subdivision and continuing along the East line of Lot 25 of Block 17 to the quarter line of Section 22; thence North 89 deg. 54'44" West along said sectional line and the South line of Red Oaks Village PUD, a distance of 150.00 feet; thence South 00 deg. 07'00" East along the West line of Lot 30, Block 17, Chesterfield Subdivision a distance of 242.97 feet to the Northerly line of Lot 41 of Block 16 of Chesterfield Subdivision; thence continuing South 00 deg. 07'00" East along said line, a distance of 8.64 feet; thence East a distance of 43.50 feet; thence South 00 deg. 07'00" East, a distance of 196.50 feet; thence West, a distance of 43.50 feet; thence South 00 deg. 07'00" East, a distance of 58.84 feet to the point of beginning.

Tax Parcel No. 15-22-402-051.

B. On or about October 7, 2011, the parties entered into a Grant of Easement ("Easement"). The Easement was recorded on October 28, 2011 as Entry No. 11269576 in Book 9961 at Page 9493 in the official records of the Salt Lake County Recorder. The Easement is an exclusive right of way for ingress and egress ten feet on each side of the following described centerline of the Easement, which is located in Salt Lake County, Utah:

Beginning at a point that is South 0 deg. 07'07" East (basis of bearing) 507.25 feet and East 311.17 feet from the center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning being the centerline of a driveway; and running thence along said easement centerline North 0 deg. 07' 00" West 267.56 feet to an intersection (90 degree bend to the right); thence

North 89 deg. 53'00" East 32.50 feet to the West line of said Chesterfield Subdivision and the point of terminus.

C. Recently, it was discovered that there is an error in the description of the Easement. Also, the Easement is not exclusive.

D. As the current owner of the land and as holder of the Easement, the parties agree to correct the Easement description and to clarify the exclusivity of the Easement.

NOW, THEREFORE, in consideration of the premises, the covenants, promises, terms and conditions contained hereafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. New Easement Description. The Easement is a non-exclusive right of way for ingress and egress ten feet on each side of the following described centerline of the Easement, which is located in Salt Lake County, Utah:

Beginning at a point that is South 0 deg. 07'07" East (basis of bearing) 507.25 feet and East 260.99 feet from the center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning being the centerline of a driveway; and running thence along said easement centerline North 0 deg. 07' 00" West 296.82 feet to an intersection (90 degree bend to the right); thence North 89 deg. 53'00" East 82.64 feet to the West line of said Chesterfield Subdivision and the point of terminus.

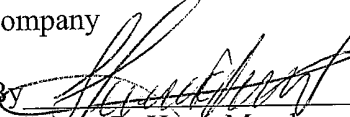
2. Non-Exclusive. The Easement is non-exclusive.

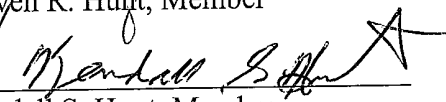
3. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

4. Modification. Except for the foregoing corrections, the Easement is not otherwise modified.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TUBROZ, LLC a Utah limited liability company

By 
Steven R. Hunt, Member

By 
Kendall S. Hunt, Member

Mildred J. Carter

Mildred J. Carter

ACKNOWLEDGMENTS

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was duly acknowledged before me this 21 day of March, 2016, by Steven R. Hunt and Kendall S. Hunt, the Members of Tubroz, LLC, a Utah limited liability company.

Brandi R Vincent

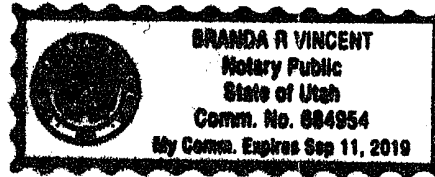
Notary Public

Residing at:

3189 S Stalder Bay

My Commission Expires:

September 11 2019



State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was duly acknowledged before me this 22 day of March, 2016, by Mildred J. Carter.

Paul Newton

Notary Public

Residing at:

Mapleton UT

My Commission Expires:

8/13/17

