

WHEN RECORDED, RETURN TO:
Rocky Mountain Power
Property Management Department
Attn: Lisa Louder/Mike Wolf
1407 West North Temple Street, Suite 110
Salt Lake City, Utah 84116

Parcel: UTSI-0847, 0848, 0850, 0851

97628-DE

12736965
3/19/2018 4:19:00 PM \$28.00
Book - 10656 Pg - 9382-9391
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

AMENDMENT TO EASEMENT

This Amendment to Easement (“Easement Amendment”) is entered into by and between (i) Rocky Mountain Power, an unincorporated division of PacifiCorp, (“Grantor”) and (ii) UTAH TRANSIT AUTHORITY, a public transit district organized under the Utah Public Transit District Act (“UTA”), the original grantee under the Easement Agreement (as defined below); SOJO STATION NORTH, LLC, a Utah limited liability company, as successor in interest to UTA in a portion of the benefited property; and SOJO STATION SOUTH, LLC, a Utah limited liability company, as successor in interest to UTA in a portion of the benefited property (collectively “Grantee”).

RECITALS

- A. Whereas on December 16, 2008, Grantor granted to UTA that certain perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a parking lot, landscaping and access over and across certain real property owned by Grantor located in Salt Lake County, State of Utah. Said easement is recorded December 30, 2008 as Entry Number 10588911, Book 9669 of Pages 5816-5819 in the Salt Lake County Recorder’s Office (the “Easement Agreement”).
- B. Whereas, Grantor and Grantee desire to relocate the easement area described in the Easement Agreement to a mutually agreeable location as further described herein below.
- C. By this Easement Amendment, Grantor and Grantee hereby desire to relocate and replace all of the easement area as legally described in the Easement Agreement with the replacement legal descriptions as more fully described in Section 1 herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Grantee agree as follows:

1. Grantor and Grantee hereby replace the access easement areas described in the Easement Agreement with the legal descriptions as described herein below, which new legal descriptions are shown on the map attached to this Easement Amendment as Exhibit A, which map is made a part of this Easement Amendment. Exhibit A to the Easement Agreement is hereby replaced and superseded by the Exhibit A attached to this Easement Amendment.

NORTH ACCESS EASEMENT AREA

Tax ID.: 27-13-100-068, 27-13-100-065, 27-13-100-066

Beginning at a point that is the southwest corner of Lot 1A Sojo Subdivision, said point being N 89°20'24" W a distance of 587.93 feet and South a distance of 822.97 feet from the North quarter corner of Section 13, Township 3 South, Range 1 West and heading; thence S 13°52'20" E a distance of 112.40 feet; thence S 75°58'00" W a distance of 30.70 feet; thence N 13°41'34" W a distance of 247.97 feet; thence N 89°25'34" E a distance of 30.25 feet; thence S 14°09'15" E a distance of 127.94 feet to the point of beginning

Containing 7,359.41 square feet, more or less

SOUTH ACCESS EASEMENT AREA

Tax ID.: 27-13-100-068, 27-13-100-007

Also, Beginning at a point that is located on the west bounds of Sojo Subdivision, said point being N 89°20'24" W a distance of 519.42 feet and South a distance of 1102.85 feet from the North quarter corner of Section 13, Township 3 South, Range 1 West and heading; thence S 13°43'26" E along said Sojo Sub. a distance of 247.56 feet; thence N 89°48'26" W a distance of 31.53 feet To Jordan Gateway Easterly Right of way; thence N 13°43'22" W along said R.O.W. a distance of 239.82 feet; thence N 75°58'36" E a distance of 30.60 feet to the point of beginning.

Containing 7,457.47 square feet, more or less

2. Grantor confirms that the improvements that exist as of the date hereof within the easement areas described in the foregoing Section 1 comply with the requirements of Section 2 of the Easement Agreement.

3. Except as expressly set forth herein, all other terms and conditions of the Easement shall remain in full force and effect.

4. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. **Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.**

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Amendment is executed this 19 day of March
2018

Rocky Mountain Power,
an unincorporated division of PacifiCorp

By:



Print Name: Douglas Beunin
Its: VPr Engineering

UTAH TRANSIT AUTHORITY,
a Utah public transit district

By:

Print Name: _____
Its: _____

By:

Print Name: _____
Its: _____

Approved as to form:

UTA Legal

SOJO STATION NORTH, LLC,
a Utah limited liability company

By: SoJo Station, LLC, its Manager

By: 
Steven Peterson, Manager

SOJO STATION SOUTH, LLC
a Utah limited liability company

By: SoJo Station, LLC, its Manager

By: 
Steven Peterson, Manager

IN WITNESS WHEREOF, this Amendment is executed this 19 day of March 2018

Rocky Mountain Power,
an unincorporated division of PacifiCorp

By: _____

Print Name: _____
Its: _____

UTAH TRANSIT AUTHORITY,
a Utah public transit district

By: Paul Drake

Print Name: PAUL B. DRAKE
Its: SR MANAGER REAL ESTATE & TDD

By: Paul Drake

Print Name: MAILIA LAUTO'O
Its: MGR OF PROPERTY ADMIN.

Approved as to form:

B. S. Sigt
UTA Legal

SOJO STATION NORTH, LLC,
a Utah limited liability company

By: SoJo Station, LLC, its Manager

By: _____
Steven Peterson, Manager

SOJO STATION SOUTH, LLC
a Utah limited liability company

By: SoJo Station, LLC, its Manager

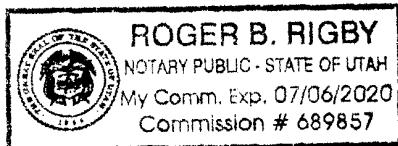
By: _____
Steven Peterson, Manager

ACKNOWLEDGMENTS

STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 19th day of March, 2018, personally appeared before me, Douglas N. Bennion, who being duly sworn did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said Vice President duly acknowledged to me that said corporation executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




(notary signature)

NOTARY PUBLIC FOR UTAH (state)
Residing at: Salt Lake (city, state)
My Commission Expires: 7-6-2020 (d/m/y)

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

On the _____ day of _____ 2018, personally appeared before me and _____, who, being by me duly sworn, did say that they are the _____ and the _____, respectively, of the Utah Transit Authority and that the foregoing instrument was signed by such individuals in such respective capacities on behalf of the Utah Transit Authority.

Notary Public

ACKNOWLEDGMENTS

STATE OF UTAH)
)
) ss.
County of SALT LAKE)

On this ____ day of _____, 2018, personally appeared before me, Douglas N. Bennion, who being duly sworn did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said Vice President duly acknowledged to me that said corporation executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

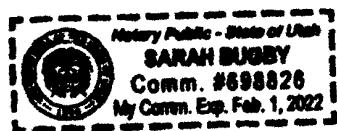
_____ (notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

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

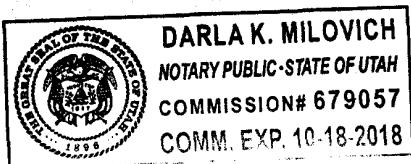
On the 19th day of March 2018, personally appeared before me
Paul Drake and Malika Lauto'o,
who, being by me duly sworn, did say that they are the SR. Manager Real Estate & TOD
and the MGR of Property Admin., respectively, of the Utah Transit Authority
and that the foregoing instrument was signed by such individuals in such respective
capacities on behalf of the Utah Transit Authority.

Sarah Buggy
Notary Public



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

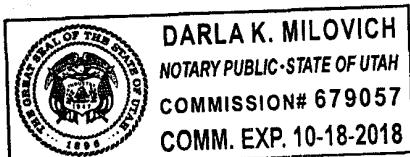
On this 19 day of March, 2018, personally appeared before me, Steven Peterson, who being by duly sworn, did say that he is the signer of the within instrument on behalf of SOJO STATION, LLC, the Manager of SOJO STATION SOUTH, LLC, a Utah limited liability company, and that the within and foregoing Amendment to Easement was signed on behalf of SOJO STATION SOUTH, LLC by actual authority.



Notary Public

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

On this 19 day of March, 2018, personally appeared before me, Steven Peterson, who being by duly sworn, did say that he is the signer of the within instrument on behalf of SOJO STATION, LLC, the Manager of SOJO STATION NORTH, LLC, a Utah limited liability company, and that the within and foregoing Amendment to Easement was signed on behalf of SOJO STATION NORTH, LLC by actual authority.



Notary Public

Exhibit A

(See attached.)

BK 10656 PG 9390

