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Book - 10836 Pg - 6187-6194
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
MIDVALE CITY
7505 S HOLDEN ST
MIDVALE UT 84047
BY: TBP, DEPUTY - MA 8 P.

When recorded, return to:

Midvale City
7505 S. Holden Street
Midvale City, UT 84047

**FIRST AMENDMENT TO THE EASEMENT AGREEMENT FOR THE CHG PROJECT
MIDVALE CITY, UTAH**

THIS AMENDMENT TO THE EASEMENT AGREEMENT ("Amendment") is entered into as of this 4th day of September, 2019, between Arbor Gardner Bingham Junction Office 4, LC, a Utah limited liability company and Arbor Gardner Bingham Junction Office 5, LC, a Utah limited liability company (collectively referred to as "Owners"), and Midvale City Corporation, a Utah municipal corporation ("Midvale" or "City"). Owners and City are sometimes referred to in this Amendment as a "Party" and collectively as the "Parties."

RECITALS

A. The City entered into a certain Easement Agreement for the CHG Project within the Junction at Midvale Master Planned Development Midvale City, Utah dated October 20, 2015 (the "Easement Agreement") with Arbor Gardner Bingham Junction Holdings, LC in conjunction with the development of certain real property commonly referred to as the CHG Project, which is a portion of the Junction at Midvale Project, located in Midvale City, Utah. The Easement Agreement was agreed upon and signed by all parties and recorded as Entry #12159054, Book 10374, Pages 67-77 in the Salt Lake County Recorder's Office; and

B. Owners are the current successors in interest to the original grantor under the Easement Agreement and, in accordance with Section 6.2 of the Easement Agreement, are subject to the Easement Agreement; and

C. Since that time, refinements have been made in the overall development layout within the CHG Project and, as such, Owners and City find it necessary to amend the location of a portion of the easement; and

D. City and Owners believe that it is in the Parties' best interests to amend the Easement Agreement in the manner set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and City do hereby amend the Easement Agreement as follows:

FIRST AMENDMENT TO THE EASEMENT AGREEMENT FOR THE CHG PROJECT
MIDVALE CITY, UTAH

1. The property covered by this Amendment is more fully described in Exhibit A, attached hereto.
2. Recital B. (“Amended Plat”) is hereby amended and restated in its entirety as follows:

“The Property constitutes Lots 1 & 2 of the View 72 Retail Subdivision 3rd Amended recorded with the County Recorder for Salt Lake County, Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165, a copy of which is attached hereto as Exhibit B, and Lot 3 of the View 72 Retail Subdivision 4th Amended recorded with the County Recorder for Salt Lake County, Utah on September 20, 2019 as Entry No. 13278701 in Book 2019 at Page 262, a copy of which is attached hereto as Exhibit C (together with Exhibit B the “Amended Plat”).”

3. The View 72 Retail Subdivision 4th Amended plat, attached to this document as Exhibit B, shall be attached to the Easement Agreement as Exhibit C.
4. All other conditions and terms in the original Easement Agreement for the CHG Project shall remain the same.

IN WITNESS WHEREOF, this First Amendment to the Easement Agreement has been executed by Midvale City Corporation, acting by and through the Midvale City Council, and by duly authorized representatives of Owners as of the date first set forth above.

[signature and acknowledgment pages follow]

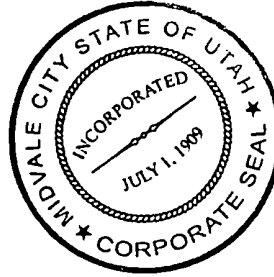
CITY:

MIDVALE CITY CORPORATION

By: *Robert M. Hale*
Robert M. Hale, Mayor

ATTEST:

Shelly Reed
~~Rori L. Anderson, MMC~~ *Shelly Reed*
~~City Recorder~~
~~Deputy~~



APPROVED AS TO FORM:

Lisa A. Garner
Lisa A. Garner
City Attorney

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 6 day of September, 2019, personally appeared before me Robert M.Hale, who being by me duly sworn did say he is the Mayor of Midvale City Corporation, and that the within and foregoing instrument was signed on behalf of such Corporation.

Shelly Reed
Notary Public
Residing at: SL County

My Commission Expires:

1-10-2021



OWNER:

Arbor Gardner Bingham Junction Office 4, LC, a Utah limited liability company

By: [Signature]
Name: Chris Gardner
Its: [Signature]

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 21 day of AUGUST, 2019, personally appeared before me CHRISTIAN GARDNER, who being by me duly sworn did say he/she is the MANAGER of Arbor Gardner Bingham Junction Office 4, LC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such limited liability company.

[Signature]
Notary Public
Residing at: DAVIS COUNTY, UT

My Commission Expires:
10.16.20



NOTARY SIGNATURE AND SEAL

OWNER:

Arbor Gardner Bingham Junction Office 5, LC, a Utah limited liability company

By: [Signature]
Name: Christa Gardner
Its: [Signature]

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 29 day of AUGUST, 2019, personally appeared before me CHRISTIAN GARDNER, who being by me duly sworn did say he/she is the MANAGER of Arbor Gardner Bingham Junction Office 5, LC, a Utah limited liability company, and that he/she had signed the within and foregoing instrument on behalf of such limited liability company.

[Signature]
Notary Public
Residing at: DAVIS COUNTY, UT

My Commission Expires:
10.16.20



NOTARY SIGNATURE AND SEAL

EXHIBIT A

Legal Description of Property

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

All of Lot 1, 2, 3, & 4 of the "View 72 Retail Subdivision 3rd Amended" recorded with the County Recorder for Sale Lake County, Utah on July 27, 2015 as Entry No. 12099886 in Book 2015P at Page 165, containing a total of 564,922 square feet or 12.969 acres.

EXHIBIT B

View 72 Retail Subdivision 4th Amended plat

[attachment follows]

FIRST AMENDMENT TO THE EASEMENT AGREEMENT FOR THE CHG PROJECT
MIDVALE CITY, UTAH

EXHIBIT B

BK 10836 PG 6193

