

**WHEN RECORDED, RETURN TO:**

SNELL & WILMER L.L.P.  
15 West South Temple, Suite 1200  
Salt Lake City, UT 84101  
Attn: Wade Budge

13108453  
10/25/2019 1:56:00 PM \$40.00  
Book - 10850 Pg - 9205-9211  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
SNELL & WILMER  
BY: eCASH, DEPUTY - EF 7 P.

Affects Parcel Nos: 26-10-300-006  
26-10-100-005

**FIRST AMENDMENT TO  
UTILITY EASEMENT AGREEMENT**

This FIRST AMENDMENT TO UTILITY EASEMENT AGREEMENT (“**First Amendment**”), is entered into by and among M H JONES FAMILY, LLC, a Utah limited liability company, fka Merlin H. Jones Family Partnership, Ltd. (“**M H Jones**”), as to an undivided 86.257% interest, and V & M JONES FAMILY, LLC, a Utah limited liability company, fka Vondelee Jones Family Partnership, Ltd. as to the remaining interest (“**V & M Jones**” and collectively, “**Grantors**”), and LONESTAR SLC I, LLC, a Delaware limited liability company (“**Grantee**”). Grantors and Grantee are sometimes referred to collectively as the “**Parties**”.

**RECITALS**

A. Grantors own a tract of land located at approximately 6801 W. New Bingham Highway, City of West Jordan, County of Salt Lake, State of Utah (“**Grantors’ Property**”), more particularly described on **Exhibit A-1** attached hereto.

B. Grantee owns a tract of land located adjacent to Grantors’ Property, more particularly described on **Exhibit A-2** attached hereto.

C. The Parties entered into that certain UTILITY EASEMENT AGREEMENT dated August 19, 2019 and recorded on August 19, 2019, as Entry No. 13054829, in the official records of the Salt Lake County Recorder (“**Agreement**”).

D. Pursuant to the Agreement, Grantors granted, and Grantee received, an easement over, under, across, and through a portion of Grantors’ Property in accordance to the terms set forth therein.

E. The Parties now desire to amend and restate a certain term of the Agreement, as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Agreement and agree to the First Amendment as follows:

**AGREEMENT**

The following term is hereby incorporated as part of the Agreement (capitalized terms used in this First Amendment not defined in this First Amendment shall have the meanings given to such terms in the Agreement):

1. **Section 4, Use of Easement Area.** Section 4 of the Agreement is hereby amended by deleting the following sentences therefrom:

. . . Notwithstanding the preceding sentence, if Grantee's activities in repairing or replacing the Utilities damage trees, crops, plants, or other foliage removed from the Easement Area or otherwise impeding Grantee's use of the Easement Area, then Grantee will pay Grantor up to \$1,000.00 as compensation for such damage. . . . Grantee's obligation to compensate Grantors for crop damage as set forth in this Section 4 is separate from Grantee's obligation to compensate Grantors for crop damage due to failure to timely construct the Utilities as set forth in Section 3 above.

Section 4 of the Agreement is thus amended and restated as follows:

So as to limit the disturbance of Grantors' use of Grantors' Property for farming and other agricultural purposes, Grantee shall use commercially reasonable efforts to ensure potential above-ground improvements related to the easement granted herein are located at or below plow depth, except for manhole covers and similar surface improvements, which shall be marked and visible to farming equipment. Neither Grantors nor Grantor Permittees shall make any use of the Easement Area that interferes with the rights granted to Grantee and Grantee Permittees under this Agreement. Grantors shall not add cover to the Easement Area without the prior written consent of Grantee, which consent may be withheld in Grantee's reasonable discretion. Grantors shall not construct or cause the construction of any permanent structure, wall, fence, or other barrier, or deep-rooted vegetation such as trees on the Easement Area. To the extent that Grantors desire to make any permanent improvements to the Easement Area, or any portion thereof, Grantors shall first obtain the written consent of Grantee to the proposed improvements, including the plans and specifications therefor. Grantors shall be responsible for paying any and all ad valorem taxes and assessments levied against the entire Grantors' Property, including the Easement Area, and shall not suffer or permit such taxes and assessments to become delinquent. At its sole cost and expense, Grantee shall maintain the surface of the Easement Area consistent with the uses and access granted herein, and after the installation, repair, or replacement of any portion of the Utilities, Grantee shall restore the Easement Area to the condition that existed prior to such work, which may include machine-grading and/or ripping to plow depth. Grantee shall not be responsible to repair or restore any damage to the Easement Area caused by Grantors or Grantor Permittees.

*[Signatures Follow]*

IN WITNESS WHEREOF, Grantors and Grantee have executed this First Amendment to be effective as of October 24, 2019.

**GRANTORS:**

**M H JONES FAMILY, LLC,**  
a Utah limited liability company, fka Merlin H. Jones Family Partnership, Ltd., a Utah limited partnership, as to an undivided 86.257% interest

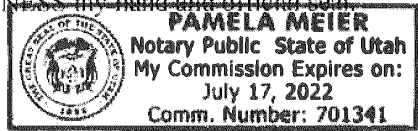
By: [Signature]  
Name: Michael L Jones  
Its: MEMBER

By: [Signature]  
Name: Merlin H Jones  
Its: Merlin H Jones  
Member

STATE OF Utah )  
: ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2019, by Michael L. Jones, as Member of **M H JONES FAMILY, LLC**, a Utah limited liability company, fka Merlin H. Jones Family Partnership, Ltd., a Utah limited partnership.

WITNESS my hand and official seal.

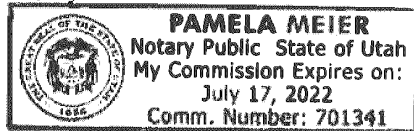


[Signature]  
Notary Public

STATE OF Utah )  
: ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2019, by Merlin H. Jones, as Member of **M H JONES FAMILY, LLC**, a Utah limited liability company, fka Merlin H. Jones Family Partnership, Ltd., a Utah limited partnership.

WITNESS my hand and official seal.



[Signature]  
Notary Public

*[Signatures Continue on Following Page]*

V & M JONES FAMILY, LLC,  
a Utah limited liability company, fka Vondelee  
Jones Family Partnership, Ltd., a Utah limited  
partnership, as to an undivided 13.743% interest

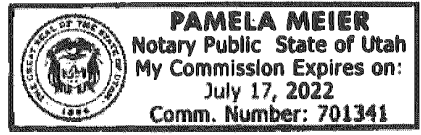
By: [Signature]  
Name: Michael L. Jones  
Its: Member

By: [Signature]  
Name: Meredith H. Jones  
Its: Member

STATE OF Utah )  
: ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 11th day of October, 2019, by  
Michael L. Jones, as Member of V & M JONES  
FAMILY, LLC, a Utah limited liability company, fka Vondelee Jones Family Partnership, Ltd., a Utah  
limited partnership.

WITNESS my hand and official seal.

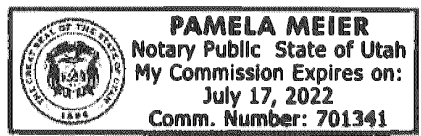


[Signature]  
Notary Public

STATE OF Utah )  
: ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 11th day of October, 2019, by  
Meredith H. Jones, as Member of V & M JONES  
FAMILY, LLC, a Utah limited liability company, fka Vondelee Jones Family Partnership, Ltd., a Utah  
limited partnership.

WITNESS my hand and official seal.



[Signature]  
Notary Public


[Signatures Continue on Following Page]

**GRANTEE:**

**LONESTAR SLC I, LLC,**  
a Delaware limited liability company

By: MPLD, LLC, a Delaware limited liability company, its sole member

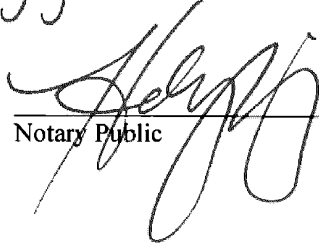
By: MP Logistics Development REIT,  
a Texas real estate investment trust,  
its managing member

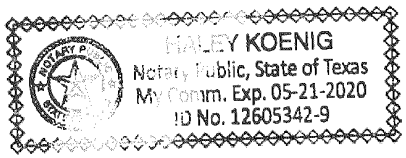
By:   
Name: DAVID BUCK  
Title: Executive Managing Director

STATE OF TEXAS            )  
                                          : ss.  
COUNTY OF BEXAR        )

The foregoing instrument was acknowledged before me this 24 day of October, 2019, by David Buck, as Exec. Managing Dir. of LONESTAR SLC I, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A-1**

**Legal Description of Grantors' Property**

A tract of land located in Salt Lake County, Utah, described as follows:

Beginning at a point East 1320 feet from the center of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence West 3735 feet more or less to the State Road; thence North 7°33'30" East 2663.14 feet more or less; thence East to a point North of beginning; thence South 2640 feet to beginning.

Less tract deeded to State Road Commission. Also Less and excepting Beginning North 89°48'41" West 1764.43 feet from the Southeast corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 0°59'30" West 242.59 feet; thence North 89°48'41" West 360 feet; thence North 0°59'30" East 269.96 feet; thence North 58°11'53" East 428.21 feet; thence South 0°59'30" West 254.25 feet to the point of beginning.

Also less and excepting:

Beginning on the North Line of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, at a point that is N89°48'41"W 1764.43 from the Northeast Corner of said Section 10 (Basis of Bearing being N89°48'41"W between the found County brass cap monuments at the Northeast Corner and the North Quarter Corner of said Section 10); thence S0°59'30"W 242.59 feet; thence N89°48'41"W 360.00 feet;

thence N0°59'30"E 242.59 feet to said North Line of Section 10; thence N89°48'41"W 43.43 feet along said Section Line to the south right-of-way line of Highway U-48;

thence S58°11'53"W 249.59 feet along said south right-of-way line; thence S31°48'07"E 401.65 feet; thence N58°11'53"E 315.55 feet;

thence S89°48'41"E 571.24 feet; thence N0°59'10"E 305.74 feet to said North Line of Section 10; thence N89°48'41"W 440.80 feet to the point of beginning.

**EXHIBIT A-2**

**Legal Description of Grantee's Property**

A parcel of land located in the Southeast Quarter of Section 9 and the Southwest Quarter of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the north line of Parcel 3 of the Jordan Valley Water Conservancy District Water Tank Subdivision, said point being North 89°37'17" West 1,028.00 feet along the south line of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian and North 00°14'31" East 72.00 feet from the South Quarter Corner of said Section 10, and thence along said north line North 89°37'17" West 1,477.56 feet; thence North 00°22'43" East 50.00 feet; thence North 89°37'17" West 250.00 feet to a point on the east line of Highway U-111 and a point on the arc of a 5,679.58 foot non-tangent curve to the right; thence along said line the following two courses: 1) Northerly 592.84 feet along the arc of said curve through a central angle of 05°58'50" and a long chord of North 05°15'34" East 592.57 feet and 2) North 08°14'59" East 1,904.22 feet to a point 113.00 feet perpendicularly distant southerly of the north line of the Southwest Quarter of said Section 10; thence parallel to said line South 89°17'48" East 646.78 feet; thence North 79°27'40" East 169.27 feet to a point 80.00 feet perpendicularly distant southerly of said north line of the Southwest Quarter; thence parallel to said line South 89°17'48" East 267.23 feet; thence South 2,130.54 feet; thence South 89°45'29" East 321.09 feet to the west line of property described in that certain Warranty Deed recorded December 30, 1975 as Entry No. 2773112 in Book 4066 at Page 225 of the Salt Lake County records; thence along said line South 00°14'31" West 423.84 feet to the POINT OF BEGINNING.

Said parcel contains 3,315,627 square feet or 76.11 acres, more or less.

Also legally described as Lot 1 of the Lonestar Subdivision, recorded or to be recorded with the Salt Lake County Recorder.