

When Recorded Please return to:
Salt Lake City Public Utilities
Attention: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
County Parcel No. 22-01-332-012

13444039
10/29/2020 01:57 PM \$0.00
Book - 11049 Pg - 8330-8337
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
1530 SOUTH WEST TEMPLE
SLC UT 84115
BY: JLA, DEPUTY - WI 8 P.

EASEMENT AMENDMENT

Midway Hospitality Partners, LLC, a Utah limited liability Corporation ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and reaffirm, a perpetual easement and right-of-way to **Salt Lake City Corporation**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement Amendment is 1530 South West Temple, Salt Lake City, Utah 84115, ("City") for the construction, operation, replacement and continued access, repair, alteration, inspection of a Water Line together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly shown on Exhibit A, and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement". This Easement Amendment is to amend the easements recorded in the Salt Lake County Recorder's Office on August 07, 1979 as Entry Number 3326214, Book 4928 Page 850 and Entry Number 517277, Book 6388, Page 1859 Date 1991 to be known as (the "Existing Easement").

Without limiting the generality of the foregoing, Grantor and City do hereby covenant, warrant and agree with respect to the Existing Easement and Easement Amendment as follows:

1. City hereby agrees to release a portion of the Existing Easement within the area described in Exhibit B attached hereto ("Easement Vacation"), and hereby incorporated herein by this reference.
2. The Grantor hereby grants and confirms to the City a 30' replacement easement described in Exhibit C attached here to as ("Replacement Easement").
3. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the Easement area as long as such improvements do not interfere with the City's use of the Easement.
4. The City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the City's use, occupation or enjoyment of the Easement area, without liability to Grantor, and without any obligation of restoration or compensation.
5. The City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement area, for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
6. This Easement shall be liberally construed in the favor of the City.

7. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:

The Grantor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

WITNESS the hand of the Grantor this 27 day of OCTOBER, 2020.

GRANTOR:

Midway Hospitality Partners, L.L.C
a Delaware limited liability Corporation

By its Member:

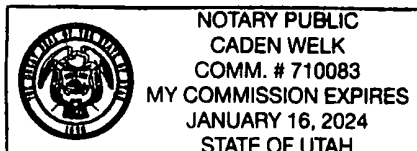
Mogul Capital, L.L.C
a Utah limited liability company



By: James Brad Wagstaff
Its: Member

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 27 day of October, in the year 2020, before me
Caden Welk, a notary public, personally appeared Brad
Holmes, proved on the basis of satisfactory evidence to be the person(s) whose name(s)
(is/are) subscribed to in this document, that he/she/they are the Member of Mogul Capital, LLC,
a Utah Limited Liability Corporation, and that the forgoing instrument was signed in behalf of
said corporation by authority of resolution (or by-laws) of its Board of Directors; and said person
acknowledged to me that said corporation executed the same.

Witness my hand and official seal.




NOTARY PUBLIC, residing in Salt Lake County

SALT LAKE CITY CORPORATION

By [Signature]
PUBLIC UTILITIES DIRECTOR

ATTEST AND COUNTERSIGNED:

Assistant [Signature]
CITY RECORDER

RECORDED
OCT 30 2020
CITY RECORDER



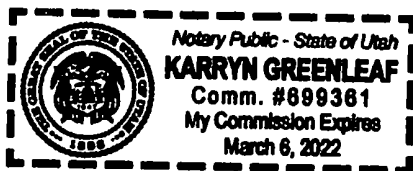
APPROVED AS TO FORM:
Salt Lake City Attorney's office

[Signature]
BY Rusty Vetter (Oct 29, 2020 09:23 MDT)

Dated 10/29/2020

STATE OF UTAH)
 :SS
County of Salt Lake)

On 10/29/2020, personally appeared before me **Laura Briefer**, who, being duly sworn, did say that she is the **Director of Public Utilities** of SALT LAKE CITY CORPORATION, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of Salt Lake City Corporation, by authority of law.



[Signature]
NOTARY PUBLIC, residing in
Salt Lake County, Utah

EXHIBIT "A"
(property description)

BEG S 0°07' W 3109.34 FT FR N 1/4 COR SEC 1, T 2S, R 1E, S L M; N 51° E 81.34 FT; S 39° E 120 FT; S 51° W 2.25 FT; SWLY ALG CURVE TO R 11.35 FT; SWLY ALG CURVE TO L 120.1 FT S 51° W 148.35 FT; N 0°07' E 219.11 FT TO BEG. 0.48 AC M OR L 4911-0578 6201-2300 7231-1955 7267-482

LOT 1524 MT OLYMPUS HILLS #15 SUB. 4900-915 4900-0916 5620-0303 5769-2717 5788-1816 5800-2258 5939-1670 6096-1620 7231-1955 7267-482

LOT 1523, MT OLYMPUS HILLS #15. 4972-340 4972-0341 6232-2644 7231-1955 7267-482

EXHIBIT "B"
LEGAL DESCRIPTION
(EASEMENT RELEASE)

WATER LINE EASEMENT (ENTRY #3326214, S.L.C.R.; 1979)

A 15 FOOT EASEMENT 7.5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT ON THE WEST LINE OF GRANTORS PROPERTY 3318.82 FEET SOUTH 0°07'00" WEST FROM THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 51°00'EAST 137.539 FEET.

WATER LINE EASEMENT (ENTRY #5170277, S.L.C.R.; 1991)

A 20 FOOT EASEMENT AND RIGHT-OF-WAY 7.5 FEET ON THE RIGHT SIDE AND 12.5 FEET ON THE LEFT SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT ON AN EXISTING 12" WATERMAIN 65 FEET MORE OR LESS WEST AND 15 FEET MORE OR LESS NORTH FROM THE SOUTHEAST CORNER OF LOT 1524, MT. OLYMPUS HILLS NO. 15 SUBDIVISION, A SUBDIVISION LOCATED IN SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE ARC OF A 45 FOOT RADIUS CURVE COMMON TO SAID LOT 1524 AND THOUSAND OAKS CIRCLE; RUNNING THENCE EAST 76.94 FEET; THENCE NORTH 35°30' EAST 177.63 FEET; THENCE NORTH 5°30' WEST 22.6 FEET MORE OR LESS TO A POINT ON A 40 FOOT RADIUS CURVE BEING THE RIGHT-OF-WAY OF COVECREST DRIVE.

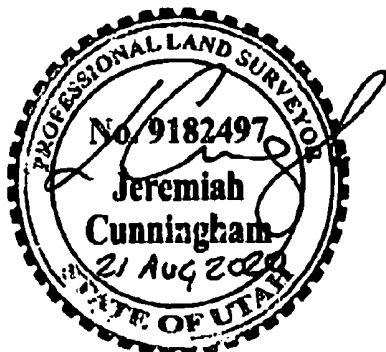
EXHIBIT "C"
(Replacement Easement)

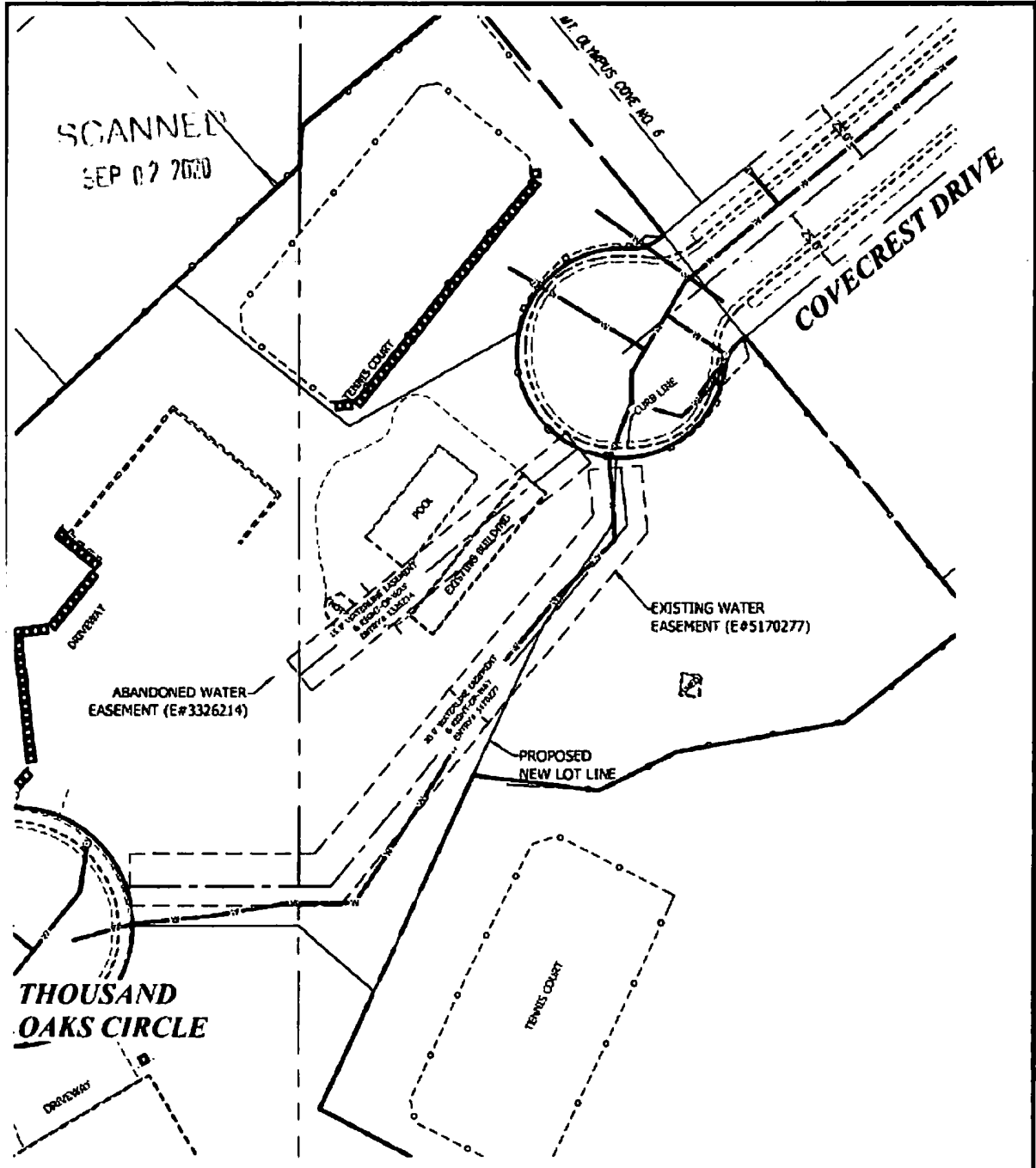
WATERLINE EASEMENT DESCRIPTION

PROJECT# 1705001 R. LAMBERT
PREPPARED August 20, 2020 by SMB

A 30-FOOT-WIDE EASEMENT LOCATED IN THE NORTH HALF OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, THE ENDS OF SAID EASEMENT EXTENDING FROM THE EAST RIGHT-OF-WAY OF THOUSAND OAKS CIRCLE TO THE SOUTH RIGHT-OF-WAY OF COVECREST DRIVE, 15.0 FEET OF SAID EASEMENT BEING ON BOTH SIDES OF A CENTER LINE, WHICH CENTER LINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY OF THOUSAND OAKS CIRCLE, SAID POINT BEING SOUTH 00°03'00" EAST 3408.86 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 90°00'00" WEST 63.94 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 1, THENCE NORTH 90°00'00" EAST 89.85 FEET; THENCE NORTH 24°59'00" EAST 65.63 FEET; THENCE NORTH 34°10'13" EAST 108.92 FEET; THENCE NORTH 04°17'28" WEST 25.03 FEET TO THE SOUTH RIGHT-OF-WAY OF COVECREST LANE AND TO THE TERMINUS.





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