

14342877 B: 11548 P: 3425 Total Pages: 11
02/03/2025 04:15 PM By: tpham Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: METROPOLITAN WATER DISTRICT OF SL & SANDY
3430 E DANISH RD COTTONWOOD HEIGHTS, UT 84093



When Recorded Return to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

**Parcel Nos. 16-35-481-006, 16-35-481-008,
16-35-481-011, 16-35-481-012,
16-35-481-013, ,
16-35-481-015, 16-35-481-016,
16-35-481-017 & 16-35-481-018**

ADDENDUM TO RIGHT OF WAY AGREEMENT

This Addendum to Right of Way Agreement (Addendum) is entered into effective this 22 day of JANUARY, 2024 by the Metropolitan Water District of Salt Lake & Sandy (MWDSLS) and EP GT3, LLC, a Utah limited liability company (Porsche).

ADDENDUM PURPOSES

Porsche and MWDSLS own adjoining parcels located at approximately 4100 South in Salt Lake County, between Wasatch Boulevard and I-215. The parcels owned by Porsche are part of what was previously a larger parcel owned by Utah Department of Transportation (the UDOT Parcel). UDOT continues to own portions of that once-larger parcel, which are adjacent to the Porsche parcels and MWDSLS's parcel, Parcel No. 16-35-481-006 (the MWDSLS Parcel). These parcels are described in Exhibit A.

On March 11, 2011, UDOT and MWDSLS entered a Right of Way Agreement through which UDOT granted MWDSLS and its agents and contractors a perpetual, nonexclusive right of reasonable ingress and egress on, over and across the UDOT Parcel from the point where Apollo Drive, if extended, would cross Wasatch Blvd onto the UDOT parcel, to the MWDSLS Parcel. The Right of Way Agreement was recorded on March 16, 2011 as Entry 11150701, Book 9911, Pages 7315–7319 with the Salt Lake County Recorder.

The Right of Way Agreement includes the following provision:

After consulting with MWDSLS, UDOT or its successor may reasonably designate a reasonable and practicable alternative entry point and a more precise route that is at least twenty-five feet (25') wide with no radius less than forty (40) feet. MWDSLS will reasonably cooperate with the location of the right of way to facilitate the development of the UDOT parcel.

Porsche now plans to develop the UDOT Parcel. In order to facilitate that development, the Parties desire to fix the location of the right of way granted under the Right of Way Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described in the Right of Way Agreement as amended by this Addendum, the Parties hereby amend the Right of Way Agreement as follows:

1. Location of the Right of Way. The location of the perpetual, non-exclusive right-of-way granted to MWDSLS in the Right of Way Agreement is fixed to the following described portion of the UDOT Parcel:

A 25.00 foot wide Access Easement, being a part of future Lot 2 of the forthcoming Porsche Cowboys Subdivision; lying within the Southeast Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, in Millcreek City, Salt Lake County, Utah, being 12.50 feet on each side of the following described centerline:

Beginning at a point on the Westerly line of Wasatch Boulevard as it exists at 50.00 foot half-width, located 2039.49 feet South $0^{\circ}25'25''$ West; and 55.17 feet North $89^{\circ}34'35''$ West from a Brass Cap Monument found marking the East Quarter Corner of said Section 35; said East Quarter Corner bears 2618.49 feet South $89^{\circ}56'13''$ East from a Brass Cap Monument found marking the Center of said Section 35; and running thence South $89^{\circ}59'58''$ West 161.51 feet to a point of curvature; thence Southwesterly along the arc of a 52.50 foot radius curve to the left a distance of 80.30 feet (Central Angle equals $87^{\circ}38'15''$ and Long Chord bears South $46^{\circ}10'51''$ West 72.70 feet) to a point of tangency; thence South $2^{\circ}21'44''$ West 240.91 feet to the Southerly line of said future Lot 2 and the termination of this easement centerline.

Note: The sidelines of the above described easement are to be lengthened or shortened to exactly match said Westerly line of Wasatch Boulevard and said Southerly line of future Lot 2

The Fixed Right of Way is depicted on the preliminary site plan and preliminary subdivision plat attached as Exhibit B. The Fixed Right of Way will be depicted on the final site plan and final subdivision plat for the Porsche Property, and any amendments thereto, in a form reasonably approved in writing by District in advance of recording, with the depiction referencing the recording information for this Easement Agreement. The Fixed Right of Way will be kept clear of any obstruction that would impede reasonable ingress and egress to the MWDSLS Parcel.

2. Authority. The person signing this Addendum on behalf of each Party represents and warrants they have been duly authorized to execute this Agreement on behalf of their respective Party. The person signing on behalf of Porsche represents and warrants that their signature will bind all who have an ownership interest in the Porsche Parcel.

The remaining terms of the Right of Way Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Right of Way Agreement to be executed effective the day and year first above written.

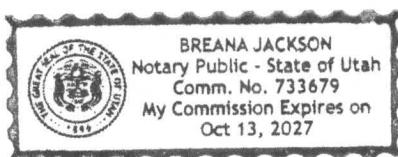
DISTRICT:

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY


Annalee Munsey, General Manager

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

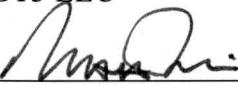
On the 19th day of December, 2024, personally appeared before me Annalee Munsey, and having been first duly sworn by me acknowledged that she is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that she was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Addendum to Right of Way Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that she executed the above Addendum to Right of Way Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.




NOTARY PUBLIC

PORSCHE:

EP GT3 LLC


Mitchell D. Pierce, Manager

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

On the 21 day of January, 2025, personally appeared before me, Mitchell D. Pierce, and having been first duly sworn by me acknowledged that he is the Manager of EP GT3, LLC, that he was duly authorized by to execute the above Addendum to Right of Way Agreement for and on behalf of EP GT3, LLC, and that he executed the above Addendum to Right of Way Agreement on behalf of EP GT3, LLC.

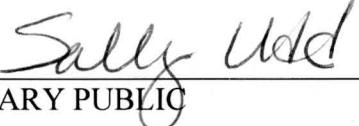

NOTARY PUBLIC



Exhibit A
(Legal Descriptions of Affected Parcels)

MWDSLs Parcel:

Parcel No. 16-35-481-006

BEG W 356 FT M OR L & S 613 FT M OR L; SW'LY ALG A 3883.72 FT RADIUS CURVE TO R 389.60 FT (CHD S 2°52'26" W 389.43 FT) FR NE COR OF SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; S'LY ALG A 3883.72 FT RADIUS CURVE TO R 81.20 FT (CHD S 6°20'48" W 81.20 FT); S 34°28'44" E 20.04 FT; S 67°11'28" E 82.50 FT; NE'LY ALG A 229.82 FT RADIUS CUVE TO R 74.19 FT (CHD N 75°57'02" E 73.86 FT); NE'LY ALG A 229.82 FT RADIUS CURVE TOL 86.87 FT (CHD N 74°22'10" E 86.35 FT); N'LY ALG A 1859.86 FT RADIUS CURVE TO L 91.70 FT (CHD N 16°17'29" E 91.69 FT); W 258.95 FT TO BEG. 0.63 AC M OR L.

Porsche Parcels (formerly UDOT Parcel):

Parcel No. 16-35-481-008

BEG 50 FT W FR NE COR OF SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; W 230 FT; S 00°13'44" W 575.73 FT; S'LY ALG A 1629.86 FT RADIUS CURVE TO R 297.50 FT; E'LY ALG A 150 FT RADIUS CURVE TO L 153.45 FT (CHD S 60°41'38" E 146.84 FT); E 92.12 FT; N'LY ALG A 1859.86 FT RADIUS CURVE TO L 368.55 FT (CHD N 06°05'15" E 367.95 FT); N 00°13'44" E 577.37 FT TO BEG. 4.93 AC M OR L.

Parcel No. 16-35-481-011

BEG W 50 FT FR SE COR OF NE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; W 230 FT; N 00°13'44" E 80 FT; E 100.16 FT; N 72°53'50" E 136.02 FT; S 00°13'44" W 120 FT TO BEG. 0.48 AC M OR L.

Parcel No. 16-35-481-013

BEG W 280 FT FR THE SE COR OF THE NE 1/4 OF SE1/4 OF SEC 35, T1S, R1E, SL MER; W 18 FT; N 0°13'44" E 80 FT; E 18 FT; S 0°13'44" W 80 FT TO BEG.

Parcel No. 16-35-481-015

BEG W 280 FT FR NE COR OF THE SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SL MER; S 0°13'44" W 575.73 FT; SW'LY ALG 1629.86 FT RADIUS CURVE TO R, 297.50 FT (CHD S 5°38'22" W); N 2°10'03" E 295.95 FT; N 0°13'44" E 575.63 FT; E 18 FT TO BEG.

Parcel No. 16-35-481-017

BEG W 280 FT & S 0°13'44" W 575.73 FT FR THE NE COR OF THE SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; SW'LY ALG 1629.86 FT RADIUS CURVE TO R, 297.50 FT (CHD S 5°38'22" W); SE'LY ALG 150 FT RADIUS CURVE TO L, 153.40 FT (CHD S 60°41'38" E); N 89°38'15" E 69.24 FT; SW'LY ALG 1847.86 FT RADIUS CURVE TOR, 60.96 FT (CHD S 14°02'03" W); W 187.45 FT; N 2°10'03" E 130.67 FT TO BEG.

Current UDOT Parcels:

Parcel No. 16-35-481-012

BEG N 1320 FT & W 298 FT FR SE COR SEC 35, T1S, R1E, SLM; W 62 FT; N 80 FT; E 61.84 FT M OR L; S 80 FT TO BEG.

Parcel No. 16-35-481-016

BEG N 1320 FT M OR L & W 214.5 FT FR SE COR SEC 35, T1S, R1E, SLM; W 141 FT M OR L TO EAST LINE STATE ROAD; S 613 FT M OR L; S'LY ALG A CURVE TO R 470.8 FT; S 34°28'44" E 85.09 FT; NE'LY ALG A CURVE TO R 110 FT M OR L TO A PT S FR PT OF BEG; N TO BEG. LESS & EXCEPT BEG W 356 FT M OR L & S 613 FT M OR L; SW'LY ALG A 3883.72 FT RADIUS CURVE TO R 389.60 FT (CHD S 2°52'26" W 389.43 FT) FR NE COR OF SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; S'LY ALG A 3883.72 FT RADIUS CURVE TO R 81.20 FT (CHD S 6°BEG N 1320 FT & W 298 FT FR SE COR SEC 35, T1S, R1E, SLM; W 62 FT; N 80 FT; E 61.84 FT M OR L; S 80 FT TO BEG 20'48" W 81.20 FT); S 34°28'44" E 20.04 FT; S 67°11'28" E 82.50 FT; NE'LY ALG A 229.82 FT RADIUS CURVE TO R 74.19 FT (CHD N 75°57'02" E 73.86 FT); NE'LY ALG A 229.82 FT RADIUS CURVE TO L 86.87 FT (CHD N 74°22'10" E 86.35 FT); N'LY ALG A 1859.86 FT RADIUS CURVE TOL 91.70 FT (CHD N 16°17'29" E 91.69 FT); W 258.95 FT TO BEG. ALSO LESS & EXCEPT BEG 50 FT W FR NE COR OF SD SE 1/4 OF SE 1/4 OF SEC 35; W 230 FT; S 00°13'44" W 575.73 FT; S'LY ALG A 1629.86 FT RADIUS CURVE TO R 297.50 FT; E'LY ALG A 150 FT RADIUS CURVE TO L 153.45 FT (CHD S 60°41'38" E 146.84 FT); E 92.12 FT; N'LY ALG A 1859.86 FT RADIUS CURVE TO L 368.55 FT (CHD N 06°05'15" E 367.95 FT); N 00°13'44" E 577.37 FT TO BEG. 2.20 AC M OR L. ALSO LESS BEG W 280 FT FR NE COR OF THESE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; S 0°13'44" W 575.73 FT; SW'LY ALG 1629.86 FT RADIUS CURVE TO R, 297.50 FT (CHD S 5°38'22" W); N 2°10'03" E 295.95 FT; N 0°13'44" E 575.63 FT; E 18 FT TO BEG. ALSO LESS & EXCEPT BEG W 280 FT & S 0°13'44" W 575.73 FT FR THE NE COR OF SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; SW'LY ALG 1629.86 FT RADIUS CURVE TO R, 297.50 FT (CHD S 5°38'22" W); SE'LY ALG 150 FT RADIUS CURVE TO L, 153.40 FT (CHD S 60°41'38" E); N 89°38'15" E 69.24

FT; SW'LY ALG 1847.86 FT RADIUS CURVE TO R, 60.96 FT (CHD S 14°02'03" W); W 187.45 FT; N 2°10'03" E 130.67 FT TO BEG.

Parcel No. 16-35-481-018

BEG W 280 FT & S 0°13'44" W 575.73 & SW'LY ALG 1629.86 FT RADIUS CURVE TO R, 297.50 FT (CHD S 5°38'22" W) & SE'LY ALG 150 FT RADIUS CURVE TO L, 153.40 FT (CHD S 60°41'38" E) & N 89°38'15" E 69.24 FT FR THE NE COR OF THE SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; N 89°38'15" E 22.88 FT; SW'LY ALG 1859.86 FT RADIUS CURVE TO R, 65 FT M OR L (CHD S 6°05'15" W); W 12.5 FT M OR L; NE'LY ALG 1847.86 FT RADIUS CURVE TO L, 60.96 FT (CHD N 14°02'03" E) TO BEG.

Exhibit B
(Preliminary Site Plan and Preliminary Subdivision Plat)

Call Illustrates at 811 or least 48 hours prior to the commencement of any construction.

Know what's below.
Call 811 before you dig.

Call Bluestakes at 811 at least 48 hours prior to the commencement of any construction.

Porsche Millcreek Subdivision

*A part of the Southeast Quarter of Section 35, Township 1 South, Range 1 East,
Salt Lake Base and Meridian, U.S. Survey, in MILLCREEK CITY, Salt Lake County, Utah*

2024

A scale bar and a north arrow are positioned in the top left corner of the map. The scale bar is a horizontal line with tick marks and labels for 40', 0', and 40'. The north arrow is a black triangle pointing upwards.

