

WHEN RECORDED MAIL TO:

Tooele City
90 North Main Street
Tooele, UT 84074
Attention: City Recorder Office

PARCEL I.D.#: 23-024-0-000R
GRANTOR: GRNOBL Western Acres, LLC
a Utah limited liability company

FIRST AMENDMENT TO UTILITY AND ACCESS EASEMENT

THIS FIRST AMENDMENT TO UTILITY AND ACCESS EASEMENT (this “**Amendment**”) is executed by GRNOBL WESTERN ACRES, LLC, a Utah limited liability company (“**Grantor**”), and TOOELE CITY CORPORATION, a body politic of the State of Utah (“**Grantee**”), to be effective as of the 6 day of March, 2024 (the “**Effective Date**”).

RECITALS

A. Grantor previously executed that certain Utility and Access Easement dated February 13, 2023, which was recorded in the Office of the Recorder of Tooele County, Utah, on February 21, 2024, as Entry No. 599277 (the “**Easement Agreement**”), pursuant to which Grantor granted to Grantee a perpetual and non-exclusive easement (the “**Original Easement**”) to maintain, operate, repair, inspect, protect, install, remove and replace culinary water lines and related infrastructure over and through a parcel of Grantor’s land, which is more particularly described as follows (the “**Easement Area**”):

BEGINNING AT A POINT WHICH IS NORTH 00°01’31” WEST ALONG THE SECTION LINE A DISTANCE OF 1244.74 FEET AND EAST 536.82 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 87°50’06” EAST 62.96 FEET; THENCE NORTH 63°02’30” EAST 48.18 FEET; THENCE NORTH 37°59’34” EAST 126.32 FEET; THENCE NORTH 52°00’26” WEST 20.00 FEET; THENCE SOUTH 37°59’34” WEST 121.88 FEET; THENCE SOUTH 63°02’30” WEST 38.54 FEET; THENCE NORTH 87°50’06” WEST 37.76 FEET; THENCE NORTH 02°09’54” EAST 144.81 FEET; THENCE NORTH 87°50’06” WEST 20.00 FEET; THENCE SOUTH 02°09’54” WEST 164.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.171 ACRES, MORE OR LESS.

B. Subsequent to the recording of the Easement Agreement, Grantor and Grantee determined that when the Easement Agreement was presented for recording in the Office of the

Recorder of Tooele County, Utah, there was inadvertently and unintentionally attached to the Easement Agreement a page entitled "EXHIBIT B Legal Description of the Road Turnaround Easement Area" (referred to herein as "Exhibit B"). Consequently, Grantor and Grantee desire to execute, acknowledge and record this Amendment in order to delete from the Easement Agreement the page entitled Exhibit B that was inadvertently and unintentionally attached to the recorded Easement Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and by Grantee, Grantor and Grantee hereby covenant and agree as follows:

1. The Easement Agreement is hereby amended to delete and remove therefrom the final page thereof entitled Exhibit B, which was inadvertently and unintentionally attached to the Easement Agreement at the time Easement Agreement was recorded in the Office of the Recorder of Tooele County, Utah.

2. Except for the specific changes and amendments to the Easement Agreement set forth in this Amendment, the Easement Agreement shall in all other respects remain unmodified and shall continue to be in full force and effect.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amendment to be executed by persons duly authorized to execute the same, to be effective as of the Effective Date defined on page 1 hereof.

GRANTOR:

GRNOBL WESTERN ACRES, LLC, a Utah limited liability company

By: [Signature]
Name: A Green
Title: Manager

GRANTEE:

TOOELE CITY CORPORATION, a body politic of the State of Utah

By: [Signature]
Name: Debra E. Wain
Title: Mayor

Approved as to Form:
[Signature]
Tooele City Attorney

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

The foregoing instrument was acknowledged before me this 4 day of March, 2024 by Aric Green in such person's capacity as the Manager of GRNOBL WESTERN ACRES, LLC, a Utah limited liability company.

Katie Hanson
Notary Public



STATE OF UTAH)
 :ss.
 COUNTY OF TOOELE)

The foregoing instrument was acknowledged before me this 10th day of March, 2024 by Debra E Winn in such person's capacity as the Mayor of TOOELE CITY CORPORATION, a body politic of the State of Utah.

Michelle Pitt
Notary Public

