

G. City has requested an easement for Improvements conveyed to the City which will remain upon the Property, such area referred to herein as the "Encroachment Area".

NOW THEREFORE IN CONSIDERATION OF THESE RECITALS AND FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED LBA MAKES THE FOLLOWING GRANT:

1. **Conveyance of Improvements.** LBA hereby transfers and conveys to City all of its right, title and interest in the Improvements; provided, that LBA shall retain the obligation to modify the same according to the specifications set forth in the MOA. Except for the modifications to the Improvements to be made by LBA as specified herein, such Improvements are transferred and conveyed in their "as is", "where at" condition with no express or implied warranty as to their condition.

2. **Consent for Encroachment.** LBA hereby consents and agrees to the encroachment of the Improvements, and LBA hereby grants to City a nonexclusive easement for the Improvements upon the Encroachment Area, as more particularly described on Exhibit "C" attached hereto. The Encroachment Area shall consist of different widths for Improvements located below ground and for Improvements located above ground.

3. **Maintenance of Improvements.** LBA shall be solely responsible, at its sole cost and expense, for the maintenance, improvement, repair and replacement of the Improvements and City shall have no obligation for the same, with the exception that after LBA paints the east side of the Improvements with anti-graffiti paint, City at its sole cost and expense shall thereafter paint the east side of the Improvements as may be needed from time to time.

4. **Obligations Running with Land.** This Grant is intended to benefit the City Property, to be appurtenant thereto, to run with the land, and shall be for the benefit of the successors and assigns of the City. Any rights reserved by LBA under this Grant are intended to benefit LBA and the Property as described herein and are to run with the land, and shall be binding upon LBA and its successors and assigns.

4. **Notices.** Any notice required or permitted hereunder to be given or transmitted shall be either personally delivered or mailed, postage prepaid, by certified mail or registered mail, addressed as follows:

To City: SALT LAKE CITY CORPORATION
451 South State Street
Salt Lake City, UT 84114
Attention: Carl Leith

To LBA: LIBERTY BLVD ASSOCIATES, LLC
6440 South Wasatch Boulevard, Suite 100
Salt Lake City, Utah 84121
Attention: Mark Cornelius

Any party may, by notice to the others given as prescribed in this Section 4 change said address for any future notices which are mailed pursuant to the terms of this Grant.

5. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** LBA 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 contract upon an agreement or understanding for a commission, percentage, or 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 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 City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

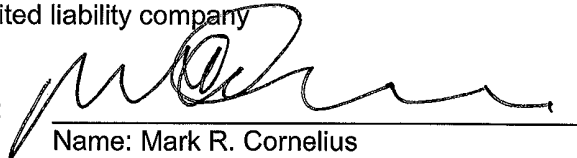
IN WITNESS WHEREOF, LBA has caused this Grant to be signed effective as of the date first mentioned above.

LBA:

LIBERTY BLVD ASSOCIATES, LLC, a Utah limited liability company

By its Manager, Cowboy Partners, L.C., a Utah limited liability company

By:



Name: Mark R. Cornelius
Title: Vice President

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 8th day of March, 2016, personally appeared before me Mark R. Cornelius, the signer of the within instrument, who duly acknowledged to me that he executed the same as Vice President of Cowboy Partners, L.C., a Utah limited liability company, the Manager of LIBERTY BLVD ASSOCIATES, LLC, a Utah limited liability company.

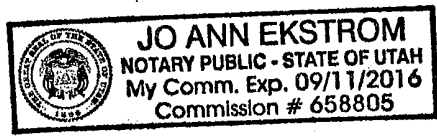

NOTARY PUBLIC

EXHIBIT "A"

(Property)

Beginning at a point on the Southerly line of Block 31, Plat "B", Salt Lake City Survey, said point being North 89°57'49" East along said Southerly line 2.59 feet from the Southeast corner of Lot 3 of said Block 31, and running thence South 89°57'49" West along said Southerly line 167.58 feet to the Southwest corner of said Lot 3; thence North 0°01'56" West along the Westerly line of said Lot 3 a distance of 155.11 feet; thence South 89°57'15" West 77.53 feet; thence North 0°01'57" West 10.00 feet; thence South 89°57'15" West 5.00 feet; thence South 0°01'57" East 1.50 feet; thence South 89°57'15" West 82.53 feet to a point on the Westerly line of said Block 31; thence North 0°01'57" West along said Westerly line 166.50 feet to the Northwest corner of Lot 4 of said Block 31; thence North 89°57'15" East along the Northerly line of said Lot 4 a distance of 102.00 feet; thence North 0°01'56" West 4.50 feet; thence North 89°57'15" East 63.07 feet to a point on the Easterly line of Lot 5 of said Block 31; thence North 0°01'56" West along said Easterly line and line extended 330.61 feet to a point on the Southerly right of way line of 400 South Street, said point being North 0°01'56" East along said Easterly line extension 5.00 feet from the Northeast corner of said Lot 5; thence North 89°56'41" East along said right of way line 165.07 feet to a point on the Easterly line extension of Lot 6 of said Block 31, said point being North 0°01'55" West along said Easterly line extension 5.00 feet from the Northeast corner of said Lot 6; thence South 0°01'55" East along said Easterly line and line extended 525.25 feet to a point on the Easterly line of said Lot 3; thence North 89°57'49" East 2.51 feet; thence South 0°01'55" East 140.03 feet to the point of beginning.

Parcel No. 16-05-308-063

EXHIBIT "B"

(City Property)

Parcel No. 16-05-308-047

Legal Description:

Beginning 165 feet North from the Southwest corner of Lot 2, Block 31, Plat B, Salt Lake City Survey, and running thence East 49.5 feet; thence North 165 feet; thence West 49.5 feet; thence South 165 feet to the point of beginning.

Parcel No. 16-05-308-049

Legal Description:

Beginning North 149.86 feet from the Southwest corner of Lot 2, Block 31, Plat B, Salt Lake City Survey, and running thence North 15.14 feet; thence East 49.50 feet; thence South 15.14 feet, thence West 49.50 feet to the point of beginning.

EXHIBIT "C"

(Description of Easement)

Above Ground Easement:

Beginning North 149.86 feet from the Southwest corner of Lot 2, Block 31, Plat B, Salt Lake City Survey, and running thence West 0.5 feet; thence North 180.14 feet, thence East 0.5 feet, thence South 180.14 feet to the point of beginning.

Below Ground Easement:

Beginning North 149.86 feet from the Southwest corner of Lot 2, Block 31, Plat B, Salt Lake City Survey, and running thence West 2.5 feet; thence North 180.14 feet, thence East 2.5 feet, thence South 180.14 feet to the point of beginning.