

12454446
01/13/2017 12:20 PM \$0.00
Book - 10520 Pg - 5864-5872
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PROPERTY MANAGEMENT
PO BOX 145460
SLC UT 84114
BY: SSA, DEPUTY - WI 9 P.

When recorded, return to:
Salt Lake City Corporation
Attn: Real Estate Services
451 South State Street, Room 425
PO Box 145460
Salt Lake City, Utah 84114-5460

A.P.N. 15-01-105-006-0000

C 12-790

CONSENT TO ASSIGNMENT AND RELEASE

THIS CONSENT TO ASSIGNMENT AND RELEASE ("Consent"), is made and entered into effective as of the date recorded in the Salt Lake City Recorder's Office ("November 28, 2012") by and between SALT LAKE CITY CORPORATION, a Utah municipal corporation ("City"), and DUMPLES HOLDINGS, LLC, a Utah limited liability company ("New Lessee").

RECITALS:

A. City and WESTERN STATE LODGING LLC, a Utah limited liability company ("Original Lessee") entered into that certain Lease Agreement to Occupy Public Property dated October 16, 2012 ("Lease Agreement"), as evidenced by the Memorandum of Lease attached hereto as Exhibit A. The Lease Agreement pertains to certain real property as described in Exhibit B attached hereto and incorporated herein ("Property"), and certain real property owned by City, as described in Exhibit C attached hereto and incorporated herein.

B. On November 10, 2015, Original Lessee conveyed the Property to New Lessee pursuant to that certain Deed of Trust recorded on November 12, 2015, as Entry No. 12169650, in Book 10378, Page 9070-9091 ("Assignment Deed").

C. The Assignment Deed is specifically subject to the Lease Agreement, and pursuant to Section 15 of the Lease Agreement, the lessee's rights and obligations under the Lease Agreement may be transferred and assigned only with the City's prior written consent.

D. New Lessee and Original Lessee seek City's consent for New Lessee to become the lessee under the Lease Agreement.

E. City has determined that there is no present default under the Lease Agreement, and is willing to consent to the assignment of the Lease Agreement pursuant to the terms of this Consent.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, City, Original Lessee and New Lessee agree as follows:

1. **Consent to Assignment; Acceptance.** The City hereby consents to the assignment of the Lease Agreement from Original Lessee to New Lessee, effective as of the date of the Assignment Deed, and releases Original Lessee from its obligations under the Lease Agreement. New Lessee hereby agrees to be fully bound by and to faithfully perform all the terms and conditions of the Lease Agreement that are required to be paid or performed by lessee for the remainder of the term of the Lease Agreement, effective as of the date of the Assignment Deed.

2. **Notices.** Any notices to New Lessee pursuant to Section 17 of the Lease Agreement should be given to the following address:

Dumbles Holdings, LLC
32 W 200 S #417
Salt Lake City, UT 84101
Attn: Angela Elstein


3. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** New Lessee and Original Lessee each represent 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, 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 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, City, Original Lessee and New Lessee have executed this Consent to Assignment and Release to be effective as of the Effective Date.

CITY:

SALT LAKE CITY CORPORATION,
a Utah municipal corporation

By: 
Daniel Rip,
Manager of Real Estate Services

STATE OF UTAH)


) :ss.
COUNTY OF SALT LAKE)

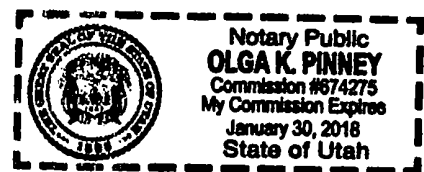
The foregoing Consent to Assignment and Release was acknowledged before me this day of January 4th 2012, by Daniel Rip, in his capacity as Manager of Real Estate Services of SALT LAKE CITY CORPORATION, a Utah municipal corporation.


NOTARY PUBLIC

NEW LESSEE:

DUMPLES HOLDINGS, LLC
a Utah limited liability company

By: 
Name: Gabe Elstern
Its: Partner



STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing Consent to Assignment and Release was acknowledged before me this day of January 6, 2017, by Gabe Elsten, in his/her capacity as Partner of Dumplex Holdings LLC a Utah limited liability company.

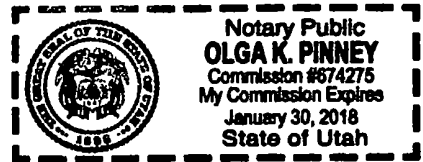
[Handwritten Signature]

NOTARY PUBLIC

ORIGINAL LESSEE:

WESTERN STATE LODGING, LLC
a Utah limited liability company

By: *[Handwritten Signature]*
Name: Scott Dalglish
Its: Director of Finance



STATE OF Utah

COUNTY OF Salt Lake

The foregoing Consent to Assignment and Release was acknowledged before me this day of January 4th, 2017, by Scott Dalglish, in his/her capacity as Director of Finance of Western State, a LLC Lodging.

[Handwritten Signature]
NOTARY PUBLIC

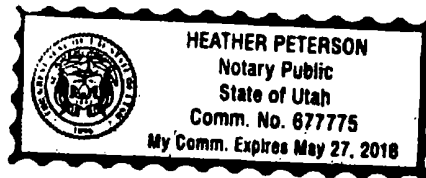


EXHIBIT A
[MEMORANDUM OF ORIGINAL LEASE]

After Recording Return To:
Salt Lake City Corporation
City Recorder's Office
451 South State Street, Rm.415
PO Box 145515
Salt Lake City, Utah 84114-5515

MEMORANDUM OF ENCROACHMENT LEASE AGREEMENT

Notice is hereby given of that certain Encroachment Lease Agreement (the "Lease") made and entered into as of the date recorded by the Salt Lake City Recorders Office, by and between **SALT LAKE CITY CORPORATION**, 451 SOUTH STATE ST., P.O. Box 145460, Room 425, Salt Lake City, Utah, 84114-5460 (the "City") and **WESTERN STATE LODGING L.L.C.**, a Utah limited liability company, 1018 West Atherton Drive, Taylorsville, UT 84123 ("Lessee"), on file with the Salt Lake City Recorder's office.

For the consideration set out in the Lease, City has granted a lease to Lessee to encroach on the property located at 536 West 100 South, Salt Lake City, Utah by way of installation of the following:

A canopy measuring approximately 5' X 23' (115 sq. ft.) and located along the South side of the property and extend into the 100 South public right-of-way.

The term of this Lease is for ten (10) years commencing on October 16, 2012 and terminating on October 16, 2022.

Said Permit affects the property located at 536 West 100 South, Salt Lake City, Utah, parcel number 15-01-105-006 described as follows:

Beginning on the South line of Lot 2, Block 81, Plat "A", Salt Lake City Survey at a point North 89°55'55" East 116.50 feet from the Southwest corner of said Lot 2, running thence North 89°55'55" East 350.00 feet; thence North 0°04'13" East 198.00 feet; thence South 89°55'55" West 7.05 feet; thence North 26°38'21" West 27.65 feet to a point in the arc of a curve that is concentric with the distant Southwesterly 15.00 feet measured radially from the center line of the Western Pacific Railroad Company's spur track; a tangent from said curve bears North 32°35'24" West; thence Northwestery along the arc of said curve to the left, having a radius of 272.939 feet through a central angle of 32°56'22" an arc distance of 156.91 feet to the East line of Lot 3 of said Block 81; thence North 0°04'13" East 5.72 feet to the Northeast corner of said Lot 3; thence South 89°95'55" West 97.00 feet; thence South 0°04'13" West 165.00 feet to the South line of said Lot 3; thence South 89°55'55" West 68.00 feet; thence South 0°04'13" West 5.00 feet; thence South 89°55'55" West 165.00 feet to the West line of said Block 81; thence South 0°04'13" West 15.00 feet; thence North 89°95'55" East 116.50 feet; thence South 0°04'13" West 145.00 feet to the point of beginning.

Dated: November 28, 2012

Salt Lake City Corporation,
a Utah municipal corporation

By _____
It's Real Property Agent

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

The foregoing Encroachment Lease Agreement was acknowledged before me on November 28, 2012, by Duran Lucas, in the capacity as Real Property Agent, of SALT LAKE CITY CORPORATION, a Utah municipal corporation.

NOTARY PUBLIC, residing in
Salt Lake County, Utah

EXHIBIT B
LEGAL DESCRIPTION OF THE PROPERTY

The real property located at approximately 536 West 100 South, in Salt Lake City, Salt Lake County, Utah, and is more particularly described as follows:

Beginning on the South line of Lot 2, Block 81, Plat "A", Salt Lake City Survey at a point North 89°55'55" East 116.50 feet from the Southwest corner of said Lot 2, running thence North 89°55'55" East 350.00 feet; thence North 0°04'13" East 198.00 feet; thence South 89°55'55" West 7.05 feet; thence North 26°38'21" West 27.65 feet to a point in the arc of a curve that is concentric with the distant Southwesterly 15.00 feet measured radially from the center line of the Western Pacific Railroad Company's spur track; a tangent from said curve bears North 32°35'24" West; thence Northwesterly along the arc of said curve to the left, having a radius of 272.939 feet through a central angle of 32°56'22" an arc distance of 156.91 feet to the East line of Lot 3 of said Block 81; thence North 0°04'13" East 5.72 feet to the Northeast corner of said Lot 3; thence South 89°95'55" West 97.00 feet; thence South 0°04'13" West 165.00 feet to the South line of said Lot 3; thence South 89°55'55" West 68.00 feet; thence South 0°04'13" West 5.00 feet; thence South 89°55'55" West 165.00 feet to the West line of said Block 81; thence South 0°04'13" West 15.00 feet; thence North 89°95'55" East 116.50 feet; thence South 0°04'13" West 145.00 feet to the point of beginning.

**EXHIBIT C
TO
CONSENT TO ASSIGNMENT AND RELEASE**

GENERAL DESCRIPTION OF ENCROACHMENTS ON CITY PROPERTY

The real property owned by City which adjoins or abuts the property located at 536 West 100 South is situated in Salt Lake City, Salt Lake County, Utah and is described as follows:

Canopy measuring 5' x 23' (115 sq. ft.) along the South side of property and extend into the 100 South public right-of-way.

Alleged Electric Sign And Awning

