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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: TMW, DEPUTY - WI 13 P.

AFTER RECORDING, PLEASE RETURN TO:
David E. Gee, Esq.
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111

Parcel Nos: 08-36-376-026; 08-36-376-039

AGREEMENT REGARDING FUTURE LOT 7A BUILDING

THIS AGREEMENT REGARDING FUTURE LOT 7A BUILDING (this "**Agreement**") is made this 17th day of July, 2013, by GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("**Associates**"), and GATEWAY OFFICE 6, L.C, a Utah limited liability company ("**Gateway 6**"). Associates and Gateway 6 are sometimes referred to in this Agreement collectively as the "**Owners**" or individually as an "**Owner**".

RECITALS:

A. Gateway 6 owns that certain parcel of land on which an office building is now located, the legal description of which is set forth on Exhibit "A" attached hereto (the "**Gateway Office 6 Parcel**").

B. Associates owns that certain parcel of land which is currently being used as a parking lot but on which additional office and incidental retail may be constructed in accordance with this Agreement, the legal description of which is set forth on Exhibit "B" attached hereto (the "**North Development and Parking Parcel**").

C. The Owners have agreed to impose certain restrictions on the development of an additional office and incidental retail building on the North Development and Parking Parcel.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners make the following agreements and create the following easements, all of which apply to, bind, affect and run with title to each Parcel.

1. **Definitions.** Certain capitalized terms which are used in this Agreement are defined in this Agreement prior to this Section 1. In addition to those previously defined terms, the following capitalized terms shall have the meanings indicated:

"**Access Area**" is defined in Section 2.b.v of this Agreement.

"**Arbitration**" is defined in Section 4.c of this Agreement.

“Benefitted Parties” means, with respect to a Parcel, the Owners and Occupants of that Parcel, and their respective employees, customers, guests and invitees.

“Building” means a building or other principal structure on a Parcel including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any garages, platforms or docks, storage tanks, canopies or overhangs, porches and similar items.

“Dumpster and Electrical Facilities” is defined in Section 2.b.iii of this Agreement.

“Fidelity” means Fidelity Real Estate Company, LLC d/b/a FMR Real Estate Company, a Delaware limited liability company.

“Future Gateway 7 Building” is defined in Section 2.a of this Agreement and means a Building and related improvements that may be developed by Associates or its successors and assigns as contemplated by Section 2 of this Agreement.

“Governmental Authorities” means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Parcel or its use, operation, maintenance or development.

“Government Requirements” means all laws, ordinances, statutes, regulations or other similar laws promulgated by Governmental Authorities.

“Handicap Parking Spaces” is defined in Section 2.b.ii of this Agreement.

“Improvements” means all improvements other than Buildings and related improvements located from time to time on a Parcel.

“Mediation” is defined in Section 4.b of this Agreement.

“Mortgage” means a recorded mortgage, deed of trust or other security agreement creating a lien on a Parcel or a portion of a Parcel as security for the payment of indebtedness.

“Mortgagee” means a Person which is the mortgagee, beneficiary or other secured party under a Mortgage.

“Occupant” means any Person that, pursuant to a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or any portion of a Parcel.

“Owner” means the Person that, at a specified time, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in a Parcel or portion of a Parcel. In the event that, at any time, there is more than one Owner of

a Parcel, the liability of each such Owner for performance or compliance with the applicable provisions of this Agreement with respect to such Owner shall be joint and several. Notwithstanding any applicable theory or law relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof. A ground lessee or other long term tenant shall not be deemed to be an Owner for purposes of this Agreement.

"Parcel" means any one of the Parcels.

"Parcels" means the North Development and Parking Parcel and the Gateway Office 6 Parcel.

"Person" means a natural person, legal entity or trust.

"Permitted Uses" means with respect to all of the Parcels, all commercial, retail, restaurant, and office use permitted by law.

2. Further Development of North Development and Parking Parcel.

a. Subject to the provisions of this Section 2, the Owner of the North Development and Parking Parcel has the right to develop an additional building on the North Development and Parking Parcel (the "**Future Gateway 7 Building**"). Subject to restrictions set forth below in this Section 2, the Future Gateway 7 Building may be used for retail use, office use or a combination of both such uses. The construction and operation of the Future Gateway 7 Building contemplated by this Section 2 shall in all events comply with Government Requirements.

b. The Owner of the North Development and Parking Parcel has the right to develop the Future Gateway 7 Building if, but only if, each of the following conditions are satisfied:

i. The Future Gateway 7A Building is initially leased in full prior to commencement of work of improvement on such Future Gateway 7 Building to (and only to) Fidelity or one or more of its affiliates that is controlled by, controls, or is under common control with Fidelity (an "**Affiliate**"), for office and related incidental uses only which may include retail financial services operations. The lease will prohibit subletting or assignment to any party other than such an Affiliate of Fidelity for a period of five (5) years from the completion of such Building and the commencement date of the lease (whichever is later).

ii. The Owner of the North Development and Parking Parcel, at its sole cost and expense, shall cause the eight (8) handicap spaces to the west of the Building on the Gateway 6 Office Parcel which are used for that Building but which are now located on the North Development and Parking Parcel (the "**Handicap Parking Spaces**") to be relocated: to another location on the North Development and Parking Parcel that is permitted by Governmental Requirements and that is as convenient or more convenient to an entrance to the Building on the Gateway 6 Parcel than the current location thereof, and Owner of the North Development and

Parking Parcel shall grant permanent exclusive parking rights on the North Development and Parking Parcel for such Handicapped Parking Spaces and an access easement across the North Development and Parking Parcel for access to such relocated Handicapped Parking Spaces for the benefit of the Owner and the Benefitted Parties of the Gateway Office 6 Parcel and its successors and assigns (with no liability of Gateway Office 6 Parcel owner or any Benefitted Party of any kind thereunder) all at no cost or expense to the Owner of the Gateway 6 Office Parcel or its successor and assigns. In either event, the new location of the Handicap Parking Spaces must be approved in writing by the Owner of the Gateway Office 6 Parcel or its successors and assigns, such approval not to be unreasonably withheld, conditioned or delayed. Seller shall cause such easements to be superior to all Mortgages affecting each parcel of real property burdened by such easement.

iii. The Owner of the North Development and Parking Parcel, at its sole cost and expense, shall cause the dumpster area and related Improvements for the Building on the Gateway Office 6 Parcel which are now located on the North Development and Parking Parcel including without limitation all Improvements immediately adjacent to, and south of, the current location of the Handicapped Parking Spaces (the "**Dumpster and Electrical Facilities**") to be relocated: (i) to another location on the Gateway Office 6 Parcel as permitted by Governmental Requirements; and/or (ii) to another location on the North Development and Parking Parcel as permitted by Governmental Requirements, in which event Owner of the North Development and Parking Parcel shall grant to the Owner of the Gateway Office 6 Parcel and its successors and assigns an easement with respect to the North Development and Parking Parcel for the benefit of Owner and the Benefitted Parties of the Gateway Office 6 Parcel to locate and maintain the Dumpster and Electrical Facilities in that area and to provide access to the Dumpster and Electrical Facilities (with no liability of Gateway Office 6 Parcel owner of any kind thereunder) all at no cost or expense to the Owner of the Gateway Office 6 Parcel or its successor and assigns. In either event, the new location of the Dumpster and Electrical Facilities must be approved in writing by the Owner of the Gateway Office 6 Parcel or its successors and assigns, such approval not to be unreasonably withheld, conditioned or delayed. Seller shall cause such easement to be superior to all Mortgages affecting each parcel of real property burdened by such easement.

iv. The Owner of the North Development and Parking Parcel represents and warrants to the Owner of the Gateway Office 6 Parcel and its successors and assigns that it has entered into binding agreements providing for relocation of all parking for the retail portions of The Gateway Project that currently park on the North Development and Parking Parcel to other locations that are not on such North Development and Parking Parcel and has constructed, acquired or leased all parking facilities required by such agreements (the "Binding Parking Agreements"). The Owner of the North Development and Parking Parcel acknowledges and agrees that the execution and delivery of the Binding Parking Agreements is a condition precedent to any right of such Owner to develop the Future Gateway 7 Building. The Owner of the North Development and Parking Parcel covenants and agrees for the benefit of the Owner of the Gateway Office 6 Parcel and its successors and assigns, that it will not grant any rights to any person or entity to park on the North Development and Parking Parcel without the prior written consent of the Owner of the Gateway Office 6 Parcel, which consent may be provided or withheld in such Owner's sole discretion.

v. If the access lane or drive on the North Development and Parking

Parcel to the west of the Building on the Gateway Office 6 Parcel (the "Access Area") must be relocated in order to develop the Future Gateway 7A Building or is otherwise relocated for any reason or no reason, the Owner of the North Development and Parking Parcel shall cause the Access Area to be relocated (at its sole cost and expense, and at no cost or liability to the Owner of Gateway Office Parcel 6) to another location on the Gateway Office 6 Parcel or the North Development and Parking Parcel or cause the access lane on the east of the Building on the Gateway Office 6 Parcel to be expanded, which relocation or expansion is both permitted by Governmental Requirements and approved in writing by the Owner of the Gateway Office 6 Parcel or its successors and assigns, such approval not to be unreasonably withheld, conditioned or delayed. If the Access Area is relocated to the North Development and Parking Parcel, the Owner of North Development and Parking Parcel shall grant and record an access easement for the benefit of the Owner and the Benefitted Parties of the Gateway Office 6 Parcel and its successors and assigns (with no liability of Gateway Office 6 Parcel owner or any Benefitted Party of any kind thereunder) with respect to the relocated Access Area all at no cost or expense to the Owner of the Gateway 6 Office Parcel or its successor and assigns. The Owner of the North Development and Parking Parcel shall cause such easements to be superior to all Mortgages affecting each parcel of real property burdened by such easement.

3. Grant of Temporary Easements. The Owner of the North Development and Parking Parcel hereby grants temporary easements to the Owner of the Gateway Office 6 Parcel and its Benefitted Parties to use, operate, maintain and otherwise deal with the existing Dumpster and Electrical Facilities and Handicap Parking Spaces on an exclusive basis and the existing Access Area on a non-exclusive basis, such easements to continue in each instance until, in each instance, the Owner of the North Development and Parking Parcel relocates the Dumpster and Electrical Facilities, Handicap Parking Spaces and/or Access Areas pursuant to and in accordance with Section 2 of this Agreement (including without limitation the issuance and property recordation of all related easements as contemplated by Section 2).

4. Dispute Resolution. If any dispute arises under this Agreement, the dispute shall be resolved pursuant to the following provisions:

a. Good Faith Attempt to Resolve Disputes. In the event of a dispute arising under this Agreement, the parties to the dispute shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between designated representatives with authority to resolve the dispute.

b. Mediation. Prior to exercising any other remedies available or required under this Agreement or otherwise available at law or equity, including, without limitation, Arbitration pursuant to Section 4.c of this Agreement, the parties to the dispute shall first attempt in good faith to settle any dispute arising out of or relating to this Agreement or its breach by mediation pursuant to this Section 4.b ("Mediation"). Any Person which is a party to the dispute may demand Mediation by written notice to the other parties to the dispute. The Mediation shall be governed by and subject to the terms of this Section 4.b and to the Utah Mediation Act, Utah Code Annotated 78B-10-1, *et seq.* The Mediation is to be administered by a mediator mutually agreed upon by the parties to the dispute, in the absence of an agreement, any Person which is a party to the dispute may petition the Chief Judge of The Third Judicial District Court in and for Salt Lake County, Utah to appoint a

mediator. If the Mediation does not resolve the dispute, any Person which is a party to the dispute may then resort to Arbitration.

c. Arbitration. In the event of a dispute and after the Persons who are parties to the dispute have satisfied the requirements of Sections 4.a and 7.b of this Agreement, then any Person which is a party to the dispute by delivering written notice delivered to the other Persons who are parties to the dispute may elect to subject the dispute to binding arbitration by a single arbitrator in an expedited proceeding pursuant to this Section 4.c (an "Arbitration"). The Arbitration shall be governed by and subject to the terms of this Section 4.c and to the Utah Uniform Arbitration Act, Utah Code Annotated 78B-11-1 *et seq.* The Persons who are parties to the dispute shall promptly designate a single arbitrator. If the Persons who are parties to the dispute cannot agree upon an arbitrator within thirty (30) days after the initial written notice demanding Arbitration, any Person which is a party to the dispute may by motion made to a Utah State Court having jurisdiction pursuant to Utah Code Annotated, Section 48-31a-5, request that the court appoint an arbitrator. If and to the extent that the issue giving rise to the dispute involves a specialized expertise, such as, but not limited to, resolution of an issue in connection with accounting for expenses, the Persons who are parties to the dispute or the Court shall attempt to appoint a Person having at least five (5) years of experience in that area of expertise. The arbitrator shall have the discretion to define the issues involved in the dispute. To the extent possible, all discovery shall be informal in accordance with a procedure and timetable prescribed by the arbitrator. The arbitrator shall employ all reasonable efforts to expedite the resolution of the dispute. The arbitrator shall determine how the cost of the Arbitration shall be allocated between and paid by the Persons who are parties to the dispute.

5. Title and Mortgage Protection. No amendment to this Agreement shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee consents in writing to such amendment. A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement except the obligation to subordinate its lien or security interest to this Agreement.

6. Amendment or Termination; Duration of Agreement. This Agreement may be amended or terminated by, but only by, an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of all of the Parcels. The term of this Agreement is perpetual with respect to all rights, interests, covenants, restrictions and easements contained herein.

7. Covenants to Run with Land. This Agreement and the easements and covenants

created by this Agreement are intended by the Owners to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner and its Benefitted Parties and any Person who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and each Person owning any interest in or occupying any portion of a Parcel. Each Owner and its Benefitted Parties shall comply with, and all interests in all Parcels shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

8. Enforcement. Subject to the provisions of Section 4 of this Agreement, the Owner of a Parcel or any portion of a Parcel shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Agreement (including, without limitation, Arbitration pursuant to Section 4.c of this Agreement, the Person prevailing in such action or arbitration shall be entitled to recover from the unsuccessful Person reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

9. Effective Date. This Agreement, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

10. Miscellaneous.

a. Titles, Captions and References. All Section titles or captions in this Agreement are for convenience only, shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. When this Agreement refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Agreement unless the context refers to another agreement, document or instrument.

b. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

c. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would

apply the law of another jurisdiction.

d. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart of this Agreement shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

e. Exhibits. All exhibits attached to this Agreement are expressly made a part of and incorporated in this Agreement as fully as though completely set forth in this Agreement.

f. Time of Essence. Time is of the essence of this Agreement.

(Signatures begin on following page)

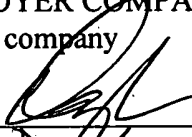
EXECUTED the day and year first above written.

“OWNERS”

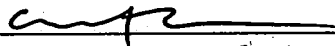
GATEWAY ASSOCIATES, LTD., a Utah limited partnership, by its general partner:

BOYER GATEWAY, L.C., a Utah limited liability company, by its Managers:

THE BOYER COMPANY, L.C., a Utah limited liability company

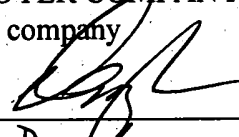
By: 
Name: David Gw
Its: Manager

GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company

By: 
Name: Christopher Gardner
Its: Manager

GATEWAY OFFICE 6, L.C., a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: David Gw
Its: Manager


STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of July, 2013, by Devon Glenn, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY, L.C., a Utah limited liability company, which is a general partner of GATEWAY ASSOCIATES, LTD., a Utah limited partnership.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:
April 4, 2016



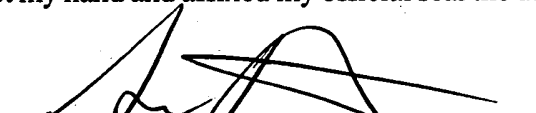
STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12 day of JULY, 2013, by CHRISTIAN GAROCCO, a Manager of GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY, L.C., a Utah limited liability company, which is a general partner of GATEWAY ASSOCIATES, LTD., a Utah limited partnership.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:



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

The foregoing instrument was acknowledged before me this 12th day of July, 2013 by Devon Glenn, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is the Manager of GATEWAY OFFICE 6, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:
April 4, 2016



NOTARY PUBLIC
Residing at: Salt Lake County, Utah



EXHIBIT "A"
TO
AGREEMENT REGARDING FUTURE LOT 7A BUILDING

Legal Description of Gateway Office 6 Parcel

A portion of Lot 7B, **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, according to the official plat thereof, filed on December 23, 2008 as Entry No 10584220, in Book "2008P" of Plats, at Page 308 of the Official Records of the Salt Lake County Recorder, as modified by that certain Notice of Minor Routine & Uncontested Lot Line Adjustment Subdivision Approval recorded June 11, 2013 as Entry No. 11660889 in Book 10148 at Page 644 of the Official Records of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Southeast corner of Lot 7B of **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, as recorded with the office of the Salt Lake County Recorder in Book 2008P at Page 308, and running thence South 89°58'47" West along the South line of said Subdivision 252.78 feet; thence North 140.41 feet to a point on the currently platted North line of said Lot 7B; thence East along said North line 252.78 feet to the Northeast corner of said Lot 7B; thence South along the East line of said Lot 7B 140.32 feet to the point of beginning.

EXCEPTING THEREFROM the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

Tax Parcel No.: 08-36-376-026

EXHIBIT "B"
TO
AGREEMENT REGARDING FUTURE LOT 7A BUILDING

Legal Description of the North Development and Parking Parcel

A portion of Lots 7A and 7B, **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, according to the official plat thereof, filed on December 23, 2008 as Entry No 10584220, in Book "2008P" of Plats, at Page 308 of the Official Records of the Salt Lake County Recorder, as modified by that certain Notice of Minor Routine & Uncontested Lot Line Adjustment Subdivision Approval recorded June 11, 2013 as Entry No. 11660889 in Book 10148 at Page 644 of the Official Records of the Salt Lake County Recorder, being more particularly described as follows:

Beginning at the Southwest corner of Lot 7A of **GATEWAY 6 SUBDIVISION AMENDING LOT 7 OF THE BOYER GATEWAY SUBDIVISION**, as recorded with the office of the Salt Lake County Recorder in Book 2008P at Page 308, and running thence Northerly along the Westerly line of said Lot 7A the following three courses: 1) North 406.25 feet, 2) North 89°59'06" East 12.00 feet, 3) North 80.00 feet to the Northwest corner of said Lot 7A; thence North 89°59'06" East along the Northerly line of said Lot 7A 422.35 feet to the Northeast corner of said Lot 7A; thence Southerly along the Easterly line of said Lot 7A the following two courses: 1) South 00°00'12" West 142.21 feet, 2) South 00°00'44" East 344.00 feet to the Southeast corner of said Lot 7A; thence South 89°58'47" West along the South line of said Lot 7A 57.69 feet to the Southeast corner of Lot 7B of said Subdivision; thence North along the East line of said Lot 7B 140.32 feet to the Northeast corner of said Lot 7B; thence West along the North line of said Lot 7B 252.78 feet; thence South 140.41 feet to a point on the South line of said Subdivision; thence South 89°58'47" West along said South line 123.95 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM (i) the Property conveyed to SALT LAKE CITY CORPORATION, a Utah municipal corporation, in that certain Special Warranty Deed recorded April 22, 2013, as Entry No. 11622647, in Book 10129, at Page 5745 of the Official Records of the Salt Lake County Recorder, and (ii) the Property conveyed to SALT LAKE CITY CORPORATION, a Utah municipal corporation, in that certain Special Warranty Deed recorded April 22, 2013, as Entry No. 11622648, in Book 10129, at Page 5747 of the Official Records of the Salt Lake County Recorder.

FURTHER EXCEPTING THEREFROM the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

Tax Parcel No.: 08-36-376-039]