Recording Requested By and When Recorded Return To:

12980148 5/2/2019 10:57:00 AM \$48.00 Book - 10776 Pg - 5125-5138 RASHELLE HOBBS Recorder, Salt Lake County, UT METRO NATIONAL TITLE BY: eCASH, DEPUTY - EF 14 P.

Paul Hastings LLP Attn: Robert M. Keane, Jr., Esq. 515 South Flower Street, 25th Floor Los Angeles, CA 90071 MnT 65589

# ASSIGNMENT AND ASSUMPTION OF PARKS BLOCKS AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PARKS BLOCKS AGREEMENT (this "<u>Assignment</u>") is made and entered into as of February 1, 2016, by and between **INLAND WESTERN SALT LAKE CITY GATEWAY**, **L.L.C.**, a Delaware limited liability company, and **IWR GATEWAY CENTRAL PLANT**, **L.L.C.**, a Delaware limited liability company (individually and/or collectively, as the context may require, "<u>Assignor</u>"), and **VESTAR GATEWAY**, **LLC**, a Delaware limited liability company ("<u>Assignee</u>").

#### RECITALS

WHEREAS, SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (the "City"), and GATEWAY ASSOCIATES, LTD., a Utah limited partnership (the "Developer") entered into that certain Parks Blocks Agreement dated July 5, 2000, recorded in the Official Records of the Recorder of Salt Lake County, Utah ("Official Records") on July 7, 2000 as Instrument No. 7674967 (together with all amendments thereto, the "Agreement"), pertaining to the development of certain real property located in Salt Lake City, Utah, informally known as The Gateway – Salt Lake City as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Capitalized terms used herein and not separately defined shall have the meaning ascribed thereto in the Agreement.

WHEREAS, Developer previously conveyed all of its remaining right, title, and interest to the Property to Assignor.

WHEREAS, Assignor is conveying all of its remaining right, title, and interest to the Property to Assignee and, in connection therewith, Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest as the Developer under the Agreement, subject to all of the terms, conditions and restrictions set forth in the Agreement.

NOW THEREFORE, in consideration of the foregoing facts and the mutual covenants and conditions herein below set forth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest, if any, as the Developer of the Project under the Agreement, subject to the terms, covenants and restrictions set forth in the Agreement.

LEGAL\_US\_W # 84743879.2

- 2. Assignee hereby accepts the assignment of the Agreement and all rights and benefits of Assignor as the Developer under the Agreement. Assignee hereby assumes and agrees to observe and fully perform all of the duties and obligations of Assignor under the Agreement.
- 3. Assignor shall be responsible for, and shall indemnify and hold Assignee harmless from any and all claims, demands, causes of action, losses or damages, liabilities costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of, in connection with, or directly or indirectly resulting from the failure of Assignor to perform any duties under the Agreement accruing prior to the date hereof.
- 4. Except as provided above, Assignee shall be responsible for, and shall indemnify and hold Assignor harmless from any and all claims, demands, causes of action, losses or damages, liabilities costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of, in connection with, or directly or indirectly resulting from the failure of Assignee to perform any of its duties pursuant to the Agreement accruing on or after the date hereof.
- 5. Nothing contained herein shall in any way or manner expand, enhance, modify or alter any obligation or liability of Assignor or the Developer under the Agreement or under local laws or otherwise create or impose any additional liability or obligation on Assignor or the Developer under the Agreement or under local laws.
- 6. This Assignment may be executed in counterparts which taken together shall constitute one and the same instrument.
- 7. The provisions of this instrument shall be binding upon and inure to the benefit of Assigner and Assignee and their respective successors and assigns.
- 8. For a period of one hundred and eighty (180) days after the date hereof, Assignor and Assignee each hereby covenants that it will, from time to time, execute any documents and take such additional actions as the other, or its respective successors or assigns, shall reasonably require in order to more completely or perfectly carry out the transfers intended to be accomplished by this Assignment.
- 9. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.
- 10. This Assignment shall be construed and interpreted in accordance with the laws of the State of Utah.

[SIGNATURE PAGES TO FOLLOW]

LEGAL\_US\_W # 84743879.2

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

# ASSIGNOR:

INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C., a Delaware limited liability company

Name: Ann M. Sharp

Title: Assistant Secretary

IWR GATEWAY CENTRAL PLANT, L.L.C.,

a Delaware limited liability company

By:

Name: Ann M. Sharp

Title: Assistant Secretary

[Signatures Continue on Following Page]

STATE OF Illinois	)
COUNTY OF Ou Page	)

I, State aforesaid, DO HEREBY CERTIFY that Ann M. Sharp personally known to me to be the Assistant Secretary of Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed and delivered the said instrument as Assistant Secretary of said limited liability company, pursuant to authority given by said limited liability company, as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of January, 2016.

Ly Chrubolu Notar Public

My Commission Expires:



STATE OF Illinois ) COUNTY OF Du Page )		
I, Stoce Grabbut, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ann M. Sharp personally known to me to be the Assistant Secretary of IWR Gateway Central Plant, L.L.C., a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (s)he signed and delivered the said instrument as Assistant Secretary of said limited liability company, pursuant to authority given by said limited liability company, as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Seal this 27 day of January, 2016.		
GIVEN under my hand and Notarial Seal this $\Delta I$ day of January, 2016.		
	Stace (Frush, Notary Public	
My Commission Expires:	STACEY C FRUHSTUCK OFFICIAL SEAL Notary Public, State of Illinois S My Commission Expires November 05, 2017	

# ASSIGNEE:

VESTAR GATEWAY, LLC, a Delaware limited liability company

By: SLC Gateway Retail, LLC,

a Delaware limited liability company

its Sole Member

By: VGSLM, LLC,

a Delaware limited liability company

its Managing Member

By:

Name: Title: dward J. Heading

[End Signature Pages; Notary Pages Follow]

STATE OF <u>Arizon</u> § ss.:

Manager

On January

Of VGSLM, LLC, a Delaware limited liability company, the managing member of SLC Gateway Retail, LLC, a Delaware limited liability company, the sole member of VESTAR GATEWAY, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public (Seal)



## **EXHIBIT A**

# Legal Description of the Property

That certain real property situated in Salt Lake County, State of Utah and more particularly described as follows:

## PARCEL 1A:

RETAIL UNITS 1, 2 and 3, and PARKING UNITS 1 and 2, contained within the GATEWAY BLOCK A, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No.7828968, in Book "2001P", at Page 38 of Plats, as said Record of Survey Map shall have heretofore been amended or supplemented by that certain Record of Survey Map entitled "GATEWAY PLANETARIUM Amending Gateway Block A, Parking Units 1 and 2, and Retail Units 3 and 4, A Utah Condominium Project", recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on December 6, 2002 as Entry No. 8448732, in Book "2002P", at Page 352 of Plats, and by that certain Amendment to Record of Survey Map for GATEWAY BLOCK A-Office Unit 1 & Retail Unit 1 - Sheet 7 of 20, recorded in the office of the Salt Lake County Recorder on May 11, 2005 as Entry No. 9374564, in Book "2005P", at Page 151 of Plats, and (ii) further identified in the Declaration of Condominium Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828969, in Book 8427 at Page 4676 (the "Block A Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Units as more particularly described in the Block A Declaration. TOGETHER WITH the exclusive right to use (together with Retail Unit 4) the Limited Common Elements designated Retail Limited Common and the exclusive right of use of the Limited Common Elements, if any, designated as Parking Limited Common as more particularly described in the Block A Declaration.

# EXCEPTING FROM THE FOREGOING PARCEL 1A:

- (a) The minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, in that certain Quitclaim Deed recorded September 29, 1960 as Entry No. 1739045, in Book 1745 at Pages 447-449, inclusive, of the Official Records of the Salt Lake County Recorder.
- (b) 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.

APN: 15-01-177-014; 15-01-177-003; 15-01-177-010; 15-01-177-012; 15-01-177-008

#### PARCEL 1B:

The non-exclusive easements, appurtenant to PARCEL 1A, as defined, described and created pursuant to the Block A Declaration.

#### PARCEL 2A:

RETAIL UNITS 1, 2 and 3, PARKING UNIT 1, and CP UNIT 1, contained within the GATEWAY BLOCK B, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828970, in Book "2001P", at Page 39 of Plats, as said Record of Survey Map has been amended by that certain First Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded May 16, 2002 as Entry No. 8235748, in Book 8598 at Page 7012, of the Official Records of the Salt Lake County Recorder (the "First Amendment to Block B Declaration"), and by that certain Second Amendment to Declaration of Condominium Gateway Block B Condominium Project and Amendment of Record of Survey Map, recorded July 20, 2004 as Entry No. 9125323, in Book 9016 at Page 2655, of the Official Records of the Salt Lake County Recorder (the "Second Amendment to Block B Declaration"), and by that certain AMENDMENT TO RECORD OF SURVEY MAP GATEWAY BLOCK B, AMENDING GATEWAY BLOCK B-OFFICE UNIT 1 & RETAIL UNIT 1 - SHEET 5 AND 6 OF 16, recorded in the office of the Salt Lake County Recorder on September 25, 2013 as Entry No. 11730199, in Book "2013P", at Page 193 of Plats, and (ii) further identified in the Declaration of Condominium Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 26, 2001 as Entry No. 7828971, in Book 8427 at Page 4752, as said Declaration has been amended or supplemented by the First Amendment to Block B Declaration, and by the Second Amendment to Block B Declaration (as amended, the "Block B Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Units as more particularly described in the Block B Declaration. TOGETHER WITH the exclusive right to use (together with Retail Unit 4) the Limited Common Elements designated Retail Limited Common as more particularly described in the Block B Declaration.

## EXCEPTING FROM THE FOREGOING PARCEL 2A:

- (a) The minerals and mineral rights reserved by UNION PACIFIC LAND RESOURCES CORPORATION in that certain QuitClaim Deed recorded July 26, 1976 as Entry No. 2838121 in Book 4277 at Page 335 of the Official Records of the Salt Lake County Recorder.
- (b) The minerals and mineral rights conveyed to UNION PACIFIC LAND RESOURCES CORPORATION in that certain Mineral Deed dated as of April 1, 1971, the existence of which Mineral Deed and mineral rights is disclosed by that certain Donative Quitclaim Deed recorded July 25, 1991 as Entry No. 5101661, in Book 6339 at Pages 2004-2007, inclusive, of the Official Records of the Salt Lake County Recorder.
- (c) 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.

APN: 15-01-131-017; 15-01-131-002; 15-01-131-003; 15-01-131-007; 15-01-131-008

PARCEL 2B:

The non-exclusive easements, appurtenant to PARCEL 2A, as defined, described and created pursuant to the Block B Declaration.

#### PARCEL 3A:

The RETAIL UNIT contained within the GATEWAY BLOCK C1, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on December 27, 2000 as Entry No. 7788087, in Book "2000P", at Page 364 of Plats, as said Record of Survey Map shall have heretofore been amended or supplemented by that certain plat entitled "GATEWAY BLOCK C1-AMENDED", recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 15, 2011 as Entry No. 11134755, in Book "2011P", at Page 18, and (ii) further identified in the Amended and Restated Declaration of Condominium Gateway Block C1 Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on April 27, 2001 as Entry No. 7881708, in Book 8450 at Page 4761, as said Amended and Restated Declaration shall have heretofore been amended or supplemented by that certain First Amendment to Amended and Restated Declaration of Condominium Gateway Block C1 Condominium Project recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on February 15, 2011 as Entry No. 11134756, in Book 9905, at Page 6380 (as amended, the "Block C1 Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Unit as more particularly described in the Block C1 Declaration. TOGETHER WITH the exclusive right to use the Limited Common Elements designated Limited Common Retail as more particularly described in the Block C1 Declaration.

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.

APN: 15-01-185-006

# PARCEL 3B:

The non-exclusive easements, appurtenant to PARCEL 3A, as defined, described and created pursuant to the Block C1 Declaration.

## PARCEL 4A:

RETAIL UNIT 1 contained within the GATEWAY BLOCK C2, a Utah Condominium Project as the same is (i) identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on December 27, 2000 as Entry No. 7788089, in Book "2000P", at Page 365 of Plats, and (ii) further identified in the Amended and Restated Declaration of Condominium Gateway Block C2 Condominium Project, recorded in the office of the Salt Lake County Recorder, Salt Lake County, Utah, on April 27, 2001 as Entry No. 7881709, in Book 8450 at Page 4843 (the "Block C2 Declaration"). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Unit as more particularly described in the Block C2 Declaration. TOGETHER WITH the exclusive right to use the Limited Common Elements designated Limited Common Retail as more particularly described in the Block C2 Declaration.

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.

APN: 15-01-130-001

#### PARCEL 4B:

The non-exclusive easements, appurtenant to PARCEL 4A, as defined, described and created pursuant to the Block C2 Declaration.

## PARCEL 5:

LOTS 3 AND 4, BOYER GATEWAY, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.

# EXCEPTING FROM THE FOREGOING PARCEL:

- (a) The minerals and mineral rights conveyed to UNION PACIFIC LAND RESOURCES CORPORATION in that certain Mineral Deed dated as of April 1, 1971, the existence of which Mineral Deed and mineral rights is disclosed by that certain Donative Quitclaim Deed recorded July 25, 1991 as Entry No. 5101661, in Book 6339 at Pages 2004 -2007, inclusive, of the Official Records of the Salt Lake County Recorder.
- (b) 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.

APN: 08-36-376-016; 08-36-376-015

#### PARCEL 6:

The non-exclusive easements, appurtenant to PARCELS 1A, 2A, 3A, 4A and 5 described herein, as defined, described and created pursuant to that certain Easement Agreement (With Boundary Agreement) recorded January 13, 2000 as Entry No. 7553961, in Book 8336, at Page 1170 of the Official Records of the Salt Lake County Recorder, as amended and/or otherwise affected by that certain Affidavit, dated February 21, 2001, executed by BRIAN GOCHNOUR, recorded February 26, 2001 as Entry No.7828965, in Book 8427, at Page 4667 of the Official Records of the Salt Lake County Recorder, and by that certain instrument entitled Omnibus Amendment to City Project Agreements, recorded April 22, 2013 as Entry No. 11622650, in Book 10129, at Page 5755 of the Official Records of the Salt Lake County Recorder.

PARCEL 7:

The non-exclusive easement and right of way, appurtenant to PARCELS 1A, 2A (RETAIL UNITS 1, 2 and 3, and PARKING UNIT 1, of GATEWAY BLOCK B), 3A, 4A and 5 described herein, as defined, described and created pursuant to that certain Plaza Pedestrian and Public Use Easement and Programming Agreement, recorded January 13, 2000 as Entry No. 7553964, in Book 8336, at Page 1240 of the Official Records of the Salt Lake County Recorder (said Agreement having been corrected by an Affidavit recorded August 7, 2000 as Entry No. 7693049, in Book 8379, at Page 5484 of the Official Records of the Salt Lake County Recorder), as amended, supplemented and/or otherwise affected by that certain First Amendment to Plaza Pedestrian and Public Use Easement and Programming Agreement, recorded May 6, 2005 as Entry No. 9370282, in Book 9128, at Page 506 of the Official Records of the Salt Lake County Recorder, and by that certain Joint Omnibus Amendment to Project Agreements, recorded April 22, 2013 as Entry No. 11622651, in Book 10129, at Page 5760 of the Official Records of the Salt Lake County Recorder.

### PARCEL 8:

The non-exclusive easement and right of way, appurtenant to a portion of PARCEL 5 described herein, as defined, described and created pursuant to that certain Depot Pedestrian and Public Use Easement, recorded January 13, 2000 as Entry No. 7553966, in Book 8336, at Page 1284 of the Official Records of the Salt Lake County Recorder, as amended, supplemented and/or otherwise affected by that certain First Amendment to Depot Pedestrian and Public Use Easement, recorded May 6, 2005 as Entry No. 9370281, in Book 9128, at Page 497 of the Official Records of the Salt Lake County Recorder.

The portion of said PARCEL 5 to which the above easement and right of way is appurtenant is more particularly described as follows: LOT 3, BOYER GATEWAY, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.

#### PARCEL 9:

The non-exclusive easements, appurtenant to PARCELS 1A, 2A, 3A, 4A and 5 described herein, as defined, described and created pursuant to that certain Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements, recorded December 27, 2000 as Entry No. 7787948, in Book 8410, at Page 8311 of the Official Records of the Salt Lake County Recorder, as amended, supplemented and/or otherwise affected by that certain First Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements", recorded March 1, 2001 as Entry No. 7833680, in Book 8430, at Page 1766 of the Official Records of the Salt Lake County Recorder, and by that certain Second Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant Of Easements recorded May 6, 2005 as Entry No. 9370284, in Book 9128, at Page 536 of the Official Records of the Salt Lake County Recorder.

#### PARCEL 10:

The no-build easement, appurtenant to PARCEL 3A described herein, as defined and created pursuant to that certain No-Build Easement recorded January 26, 2001 as Entry No. 7806576, in Book 8418, at Page 2110 of the Official Records of the Salt Lake County Recorder.

PARCEL 11:

The non-exclusive easements for pedestrian traffic, vehicular access, and underground utility lines and storm drainage facilities, appurtenant to PARCELS 1A, 2A, 3A, 4A and 5 described herein, as defined, described and created pursuant to that certain Declaration of Easements recorded April 7, 2003 as Entry No. 8600407, in Book 8772, at Page 5889 of the Official Records of the Salt Lake County Recorder.

## PARCEL 12:

The non-exclusive encroachment right, appurtenant to a portion of PARCEL 5 described herein, as defined, described and created pursuant to that certain Encroachment Agreement recorded May 6, 2005 as Entry No. 9370291, in Book 9128, at Page 595 of the Official Records of the Salt Lake County Recorder.

The portion of PARCEL 5 to which the above mentioned encroachment right is appurtenant is more particularly described as: LOT 4, BOYER GATEWAY, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.

#### PARCEL 13:

The non-exclusive easements, appurtenant to PARCELS 1A, 2A, 3A, 4A and 5 described herein, as defined, described and created pursuant to that certain Declaration of Covenants, Restrictions and Easements (The Gateway--Retail Parcels) recorded May 6, 2005 as Entry No. 9370292, in Book 9128, at Page 605 of the Official Records of the Salt Lake County Recorder, as amended by that certain Amendment to Declaration of Covenants, Restrictions and Easements recorded May 31, 2005 as Entry No. 9390612, in Book 9137, at Page 7862 of the Official Records of the Salt Lake County Recorder, over, upon and within (a) Lots 5 and 6, BOYER GATEWAY, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder, and (b) Lots 7A and 7B, GATEWAY 6 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.

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.

#### PARCEL 14:

The non-exclusive easement for the purpose of emergency pedestrian ingress and egress, appurtenant to Lot 4 of PARCEL 5 described herein, as defined, described and created pursuant to that certain Declaration of Easement (Emergency Ingress & Egress) recorded January 10, 2006 as Entry No. 9606025, in Book 9241, at Page 9418 of the Official Records of the Salt Lake County Recorder, through those portions of the building located on Lot 5, BOYER GATEWAY, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder, identified in said Declaration of Easement as the "Easement Area".

# PARCEL 15:

The non-exclusive easement for pedestrian use, appurtenant to Lot 4 of PARCEL 5 described herein, as defined, described and created pursuant to that certain Declaration of Bridge Covenants and Easements (The Gateway--Retail Parcels) recorded January 22, 2008 as Entry No. 10328082, in Book 9561, at Page 1129 of the Official Records of the Salt Lake County Recorder, across the portion of the Bridge identified in said Declaration located on Lot 6, BOYER GATEWAY, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.