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RASHELLE HOBBS
Recorder, Salt Lake County, UT
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**Recording Requested By, and
When Recorded Return To:**

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

**ASSIGNMENT AND ELECTIONS REGARDING DECLARANT'S RIGHTS –
DECLARATION AND ESTABLISHMENT OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS AND GRANT OF EASEMENTS**

THIS ASSIGNMENT AND ELECTIONS REGARDING DECLARANT'S RIGHTS (this "**Assignment**") is made and entered into as of February 1, 2016 by and among Gateway Associates, LTD, a Utah limited partnership ("**Gateway**"), 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 (collectively, "**Seller**" and, together with Gateway, collectively, "**Assignor**"), and Vestar Gateway, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

WHEREAS, reference is hereby made to that certain Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements executed by Gateway Associates, Ltd., a Utah limited partnership, recorded December 27, 2000 as Entry No. 7787948, in Book 8410, at Page 8311 of the official records of the Salt Lake County Recorder (the "**Official Records**"), as amended 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, and as further amended by that certain Second Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements recorded May 6, 2005 in the Official Records as Entry No. 9370284, in Book 9128, at Page 536 of the Official Records (together with all amendments, modifications and supplements thereto, collectively, the "**Declaration**"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed thereto in the Declaration;

WHEREAS, the Declaration governs certain real property commonly known as Gateway and as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Project**");

WHEREAS, pursuant to Section 9.21 of the Declaration, (a) Gateway has elected or otherwise hereby elects to no longer be the Declarant under the Declaration, and (b) in the event of such election by Gateway, (i) the Owner of all of the Retail Building Parcels shall be the Declarant or (ii) if there is no single Owner of all of the Retail Building Parcels, those Owners owning a majority of the Floor Area of the Retail Building Parcels shall elect an Owner to be the Declarant;

LEGAL_US_W # 84743882.2

WHEREAS, Assignee is purchasing certain condominium units and other property in the Project all as more particularly described on **Exhibit B** attached hereto and made part hereof (collectively, the "**Property**") from Seller including a majority of the Floor Area of the Retail Building Parcels; and

WHEREAS, Assignor desires to transfer and assign any and all of its remaining rights and obligations as Declarant under the Declaration to Assignee in conjunction with the conveyance of the Property on the date hereof by Seller to Assignee;

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Gateway, Seller and Assignee do hereby covenant, stipulate, acknowledge and agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and made a part of this Assignment as if fully set forth herein.

2. Assignment of Rights. Assignor does hereby assign, transfer and convey to Assignee all of its rights as Declarant under the Declaration and all right, title, interest and privilege incidental to the rights of Declarant under the Declaration (the "**Assignable Rights**").

3. Acceptance of Assignment and Effectiveness. Assignee hereby accepts the foregoing assignment of the Assignable Rights from Assignor. This Assignment shall be effective automatically upon the conveyance to Assignee of title to the Property by Seller without any further action on the part of either Assignor or Assignee. From and after the effectiveness of this Assignment, Assignor shall no longer have any right, power or authority to exercise any of the rights of Declarant under the Declaration. Effective as of the date hereof, Assignee, as the Owner of a majority of the Floor Area of the Retail Building Parcels, hereby elects to be the Declarant under the Declaration in accordance with Section 9.21 thereof.

4. No Previous Assignment; Assignee is Declarant. Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned any of the Assignable Rights to a third party other than to Assignee, Seller or West Salt Lake Acquisitions Partners LLC, a Delaware limited liability company, if assigned at all. Seller and Gateway each hereby waive, release, relinquish and disclaim any further right, power, authority, privilege or claim either of them may have as Declarant under the Declaration and hereby acknowledge and agree that pursuant to the election made hereinabove, Assignee is the Declarant under the Declaration.

5. Further Assurances. For a period of one hundred and eighty (180) days after the date hereof, Gateway, Seller and Assignee hereby covenant and agree to execute or provide such additional documents as are reasonably necessary to confirm, establish and evidence the assignment, transfer and conveyance of the Assignable Rights from Assignor to Assignee and the election of Assignee as the entity entitled to exercise the Assignable Rights and as the Declarant under the Declaration as contemplated hereunder.

6. Counterparts. This Assignment may be executed in counterparts, both such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

7. Governing Law. The terms and provisions of this Assignment shall be governed by and enforced in accordance with the laws of the State of Utah.

8. Severability. If any term, condition or covenant of this Assignment or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Assignment, or the application of the term, provision, condition or covenant to person or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.


9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Gateway, Seller and Assignee and their respective successors and assigns.

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IN WITNESS WHEREOF, Seller, Gateway and Assignee have executed this Assignment as of the date first written above.

SELLER:

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

By: 
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 DuPage)

I, Stacey C. Fruhstuck, 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 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.

Stacey C. Fruhstuck
Notary Public

My Commission Expires:



STATE OF Illinois)
COUNTY OF DuPage)

I, Stacey C. Fruhstuck, 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.

Stacey C. Fruhstuck
Notary Public

My Commission Expires:

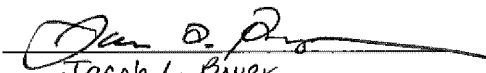


GATEWAY:

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

By: BOYER GATEWAY, L.C.,
a Utah limited liability company,
its general partner

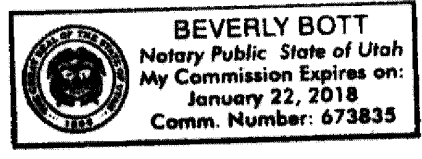
By: THE BOYER COMPANY, L.C.,
a Utah limited liability company,
its Manager

By: 
Name: Jacob L. Boyer
Title: Manager

[Signatures Continue on Following Page]

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 26th day of January, 2016, personally appeared before me Jacob L. Boyer, the signer of the foregoing instrument, who being by me duly sworn did say he is the Manager of The Boyer Company, L.C., which is the manager of Boyer Gateway, L.C., which is the general partner of Gateway Associates, Ltd., and that the within and foregoing instrument was signed on behalf of said entities.



Beverly Bott
Notary Public
Residing at: Salt Lake City

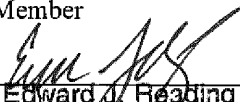
My Commission Expires:
January 22, 2018

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: Edward J. Reading
Title: Manager

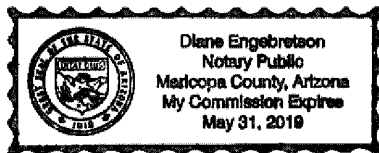
[End Signatures; Notary Pages Follow]

STATE OF Arizona §
 § ss.:
COUNTY OF Maricopa §

On January 26, 2016 before me personally appeared Edward J. Reading,
Manager 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.


_____ (Seal)



Notary Public

EXHIBIT A

Legal Description of the Project

All of 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.

All of 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.

All of 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.

All of 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.

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.

EXHIBIT B

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:

Exhibit B – Legal Description of the Property

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.

Exhibit B – Legal Description of the Property

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

Exhibit B – Legal Description of the Property

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

Exhibit B – Legal Description of the Property

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:

Exhibit B – Legal Description of the Property

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:

Exhibit B – Legal Description of the Property

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.