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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA
215 S STATE ST STE 380SALT LAKE CITY, UT 841112371

Recording Requested by and
When Recorded Return to:
Metcalf Wolff Stuart & Williams LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
Attention: Ari Kuchinsky

Tax Parcel No.: 15-01-429-013-0000

TEMPORARY SOIL NAIL AND CRANE SWING EASEMENT AGREEMENT

THIS TEMPORARY SOIL NAIL AND CRANE SWING EASEMENT AGREEMENT (this "**Agreement**") is entered into as of the 2nd day of June, 2023 (the "**Effective Date**"), by and between **400 SOUTH, LLC**, a Utah limited liability company ("**Grantor**"), and **SLC 117 W 400 S, LLC**, a Delaware limited liability company ("**Grantee**"). Grantor and Grantee are sometimes hereinafter referred to as the "**Parties**", for the consideration and purposes set forth herein.

Recitals

WHEREAS, Grantor is the owner of that certain tract of real property situated in Salt Lake City, Utah, as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Grantor Property**").

WHEREAS, Grantee is the owner of that certain tract of real property situated in Salt Lake City, Utah, which is adjacent to the Grantor Property and is more particularly described on Exhibit B attached hereto and made a part hereof (the "**Grantee Property**").

WHEREAS, Grantee intends to develop the Grantee Property by constructing certain improvements thereon (the "**Project**"), and in connection therewith, for the purpose of such future construction of the Project, Grantor desires to grant to Grantee (i) a temporary easement to enter upon, drill beneath, and install temporary tieback earth anchors and related supports for the Project upon or within a portion of the Grantor Property described herein (but not otherwise) and (ii) a temporary crane swing easement over certain portions of the Grantor Property described herein (but not otherwise), all on the terms and conditions set forth in this Agreement.

WHEREAS, because the development of the Project will occur at a future date, the Easements (as hereinafter defined) are effective as of the Effective Date, but Grantee will not

exercise its right to use the Easements until it gives Grantor written notice as provided under Section 4 of this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Soil Nails and Temporary Easement for Tiebacks.

a. Approval of Soil Nails; Grant of Temporary Easement for Tiebacks. Subject to and upon the terms and conditions set forth in this Agreement, Grantor hereby expressly approves of Grantee installing temporary subsurface tieback earth anchors, soil nails, and related subsurface supports for the Project upon or within a portion of the Grantor Property. As an appurtenance to the Grantee Property, Grantor hereby grants, conveys, declares, imposes and establishes a non-exclusive, temporary easement (the "**Soil Nail Easement**") during the Easement Term (as defined below) for the benefit of Grantee and any successor-in-title to Grantee of all or any portion of the Grantee Property, and their respective contractors, subcontractors, employees, and agents (collectively, the "**Grantee Parties**"), to enter upon, drill beneath, and install temporary subsurface soil nails and subsurface related supports for the Project (such drilling, soil nails, and related supports being hereinafter referred to collectively as the "**Soil Nail Work**") upon, over, under, and through only the portion of the Grantor Property depicted and described on the Plans (as defined below) to be delivered by Grantee to Grantor prior to commencement of any construction on the Project (the "**Soil Nail Easement Area**") for the purpose of and in connection with the construction of the Project; provided, however, that any such Soil Nail Work shall be performed only after Grantee's delivery of the Commencement Notice in accordance with Section 4, at reasonable times and without any unreasonable disturbance of the use and enjoyment of the Grantor Property by Grantor and/or any Grantor Party (defined below) in violation of Section 5 below. The Soil Nail Easement is granted for the sole purpose of Grantee's (and/or the Grantee Parties') performance and installation of the Soil Nail Work within the Soil Nail Easement Area during the Easement Term. After approval of the Plans in accordance with this Agreement and prior to the commencement of any construction on the Project, the parties shall mutually agree upon the final approved Soil Nail Easement Area and this Agreement will be deemed to be automatically amended to incorporate such final approved Soil Nail Easement Area; provided, however, that, upon the written request of either party, the parties agree to amend this Agreement to incorporate such final approved Soil Nail Easement Area as a new Exhibit C attached hereto, provided such amendment shall not result in a breach of this Agreement, including but not limited to Section 5 below.

b. Removal of Tiebacks. The parties acknowledge and agree that at any time after completion of the Project, Grantor, in its sole discretion, shall have the right (but not the obligation) to cut and/or remove the tiebacks and related supports inserted as a part of the Soil Nail Work, provided that such approach is not in contravention of the Plans (as defined below). If Grantee does not remove the tiebacks and related supports inserted as part of the Soil Nail Work, such tiebacks and related supports shall be abandoned by Grantee and shall remain in place in

accordance with industry standards. Grantor agrees that, prior to completion of the Project, Grantor shall not cause the tiebacks and related supports to be altered, cut, or removed; provided, however, if Grantee abandons the tiebacks and related supports, Grantor, at Grantor's expense after the end of the Easement Term, may remove, destroy or cut through such tiebacks and related supports left on the Grantor Property.

2. **Temporary Crane Swing Easement.**

a. **Grant of Temporary Crane Swing Easement.** Subject to and upon the terms and conditions set forth in this Agreement, Grantor hereby grants, conveys, declares, imposes and establishes a temporary easement (the "**Crane Swing Easement**", and together with the Soil Nail Easement, collectively, the "**Easements**") during the Easement Term (as defined below) for the benefit of Grantee and the Grantee Parties for the boom (jib), the shorter horizontal arm (counterjib), associated tackle and other integral components of one (1) construction crane (collectively, the "**Crane**") located on, and operating from, the Grantee Property (and/or other property owned by Grantee or an affiliate of Grantee) to enter and encroach into and through the Crane Swing Easement Area (as defined below) air space within the Grantor Property during the Easement Term. The permitted travel path of the Crane boom within the Grantor Property air space shall be depicted and described on the Plans to be delivered by Grantee to Grantor prior to commencement of any construction on the Project (the "**Crane Swing Easement Area**", and together with the Soil Nail Easement Area, collectively, the "**Easement Areas**"). After approval of the Plans in accordance with this Agreement and prior to the commencement of any construction on the Project, the parties shall mutually agree upon the final approved Crane Swing Easement Area and this Agreement will be deemed to be automatically amended to incorporate such final approved Crane Swing Easement Area; provided, however, that, upon the written request of either party, the parties agree to amend this Agreement to incorporate such final approved Crane Swing Easement Area as a new Exhibit D attached hereto, provided such amendment shall not result in a breach of this Agreement, including but not limited to Section 5 below.

b. **Special Conditions with Respect to Use of Crane Swing Easement Area.** Grantee shall not cause or permit (i) any construction crane operated by or on behalf of Grantee on the Grantee Property to swing over the Grantor Property other than the Crane contemplated herein; (ii) any active operation by or on behalf of Grantee of the Crane over any portion of the Grantor Property other than the Crane Swing Easement Area; (iii) any loads, materials or equipment to be carried or swung by the Crane into or over any portions of the Grantor Property by or on behalf of Grantee; (iv) the boom and associated tackle of the Crane to swing over the Grantor Property at an elevation lower than thirty (30) feet above the highest point of any real property or fixture thereunder (or such higher elevation as may be required by applicable building and safety codes or standards), as the same may be erected on the Grantor Property from time to time; (v) any damage or destruction to any improvements on or under the Grantor Property or any liens to be filed on the Grantor Property in connection with the exercise by or on behalf of Grantee of Grantee's rights under this Agreement with respect to the Crane Swing Easement and any such damage or destruction caused by or on behalf of Grantee shall be repaired by or on behalf of Grantee pursuant to Section 9 below, and any liens that are caused or created by the Crane Swing Easement or the exercise of any of Grantee's rights under this

Agreement shall be satisfied or bonded pursuant to Section 10 hereof; or (vi) any portion of the Grantor Property to be in violation of any applicable laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over the Grantor Property directly as a result of the exercise of Grantee's rights under this Agreement with respect to the Crane Swing Easement.

3. **Grantor Retains Rights.** Grantor retains and reserves all of its rights with respect to the Easement Areas, including, without limitation, use and access rights to the Easement Areas, except to the extent the exercise of any such rights would be inconsistent with, and/or materially impair or interfere with, the rights and privileges granted to Grantee in this Agreement.

4. **Term of Easements.** The Easements shall be effective from and after the Effective Date; provided, however, prior to exercising its right to use either Easement Area, Grantee will provide Grantor with thirty (30) days' prior written notice of such use (each, a "**Commencement Notice**"). The Easements will continue in effect during construction of the Project, and will terminate on the date which is the earliest to occur of: (i) June 1, 2031; (ii) the date upon which Grantor receives written notice from Grantee that Grantee has completed the construction activities with respect to the Project to such a point that Grantee no longer requires the Easements for the Project; (iii) the substantial completion of the Project; or (iv) the termination of this Agreement by delivery of written notice from Grantor after a default or breach by Grantee hereunder which is continuing beyond applicable notice and cure periods or otherwise in accordance with the express terms of this Agreement (the period commencing on the Effective Date and ending as aforesaid being referred to herein as the "**Easement Term**"). Notwithstanding any automatic termination of the Easements in accordance with the foregoing, following any termination of the Easements in accordance herewith, Grantee shall execute and deliver an instrument confirming the termination of the Easements within five (5) business days after written request from Grantor, and any failure by Grantee to timely execute such termination shall not impair nor limit the termination provided for herein.

5. **No Interference with Use of Grantor Property.** Notwithstanding anything to the contrary contained herein, Grantee's use of the Easement Areas shall not interfere with nor impair Grantor's or its tenants' employees', guests' or invitees use, enjoyment, occupancy of, or access to, the Grantor Property or any portion or portions thereof for the purposes for which such Grantor Property or portion or portions thereof are now or may hereafter be used. Grantee covenants that it will not carry out the installation of any improvements or otherwise excavate or perform the Soil Nail Work or any other construction on the Grantee Property in a manner that will adversely impact the structural support and integrity of any improvements on or under the Grantor Property. All Project improvements upon completion shall not rely on support from any tieback earth anchors, soil nails, or related subsurface supports encroaching into the Soil Nail Easement Area.

6. **Compliance with Laws.** All construction activities and the use of the Easement Areas by Grantee shall be conducted in accordance with the Plans and all applicable permits issued in connection therewith and in compliance with all applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Grantor

Property or the Grantee Property, as applicable. Grantee agrees to cause the Grantee Parties to comply with all such Plans and applicable permits, laws, ordinances, codes, rules and regulations. Grantee shall obtain (or cause to be obtained), at its sole cost and expense, all permits, licenses and authorizations, if any, required for its use of the Crane within the Crane Swing Easement Area and all Soil Nail Work in the Soil Nail Easement Area.

7. Plans.

a. Construction Plans. Grantee shall erect and use the Crane and perform all Soil Nail Work in accordance with the plans and specifications for the same to be provided to Grantor and approved by Grantor (the "Plans"), such approval to not be unreasonably withheld, conditioned or delayed. Notwithstanding any approval by Grantor of such Plans, such approval shall not be deemed an approval of structural safety, architectural or engineering design or conformance with the building or other codes.

b. Traffic Control Plan. Grantee shall be solely responsible, at its sole cost and expense, for providing any required traffic control plan and traffic control personnel for safety along and within 400 South and West Temple at all relevant times during and as necessitated by Grantee's crane swing activities and the Soil Nail Work contemplated under this Agreement, all to the extent required by any applicable permits, laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Grantor Property or the Grantee Property, and otherwise substantially in accordance with applicable generally accepted construction safety standards.

8. Insurance and Indemnification.

a. Insurance. Prior to exercising any of the rights within the Crane Swing Easement Area in connection with the use by Grantee of the Crane Swing Easement, Grantee will maintain, or cause its general contractor for construction of the Project to maintain, in full force and effect, (a) commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than Two Million Dollars (\$2,000,000) for bodily injury to or personal injury or death of any person and consequential damages, and for property damage, arising out of any one occurrence, which shall include so called "broad form" contractual liability coverage, and (b) "umbrella" coverage of at least Five Million Dollars (\$5,000,000). Such policies shall provide occurrence-based coverages. Grantor and any other party designated by Grantor (including but not limited to, any tenants, lenders, and so forth) will be covered as additional insured under such policy or policies. Such insurance may be written by additional premises endorsement on any master policy of insurance which may cover other property in addition to the Grantee Property; and the insurance may be maintained under one or more policies of umbrella coverage. All such insurance will be procured from a company licensed in the State of Utah and rated by Best's Insurance Reports not less than A-/VIII; and prior to the erection of the Crane and any Soil Nail Work, and then again before the expiration of any such coverage, Grantee shall upon request provide evidence reasonably satisfactory to Grantor of all such required coverages. Grantee will maintain, and cause its general contractor to maintain, adequate employer's liability and worker's compensation insurance, in accordance with applicable law, at all times during the construction activities in connection with this

Agreement. Prior to entering upon the Grantor Property or commencing with the erection and use of the Crane and any Soil Nail Work, Grantee shall provide Grantor with a certificate evidencing that its obligations under this Section have been satisfied, which certificate shall include a reference that, during the Easement Term, such insurance cannot be terminated or amended without at least thirty (30) days written notice to Grantor.

b. Indemnification. Grantee agrees to defend, protect, indemnify and hold Grantor and its partners, officers, managers, members, employees, agents, tenants, invitees, lenders, contractors, successors and assigns (collectively, the "**Grantor Parties**") harmless from and against any and all claims, including any action or proceeding, and all costs, damages, losses, expenses and liabilities (including reasonable attorneys' fees actually incurred and costs of suit) (collectively, the "**Claims**") actually incurred by any of the Grantor Parties in connection with, or arising as a result of, the death of, or any bodily injury or property damage whatsoever to, any person or entity, or the damage of the tangible property of any person or entity, to the extent directly caused by the exercise by Grantee or any of the Grantee Parties of Grantee's rights under this Agreement with respect to the Easements. The foregoing indemnification obligations shall survive the expiration of the Easement Term or any earlier termination of this Agreement for a period of two (2) years following such expiration of the Easement Term or earlier termination of this Agreement (provided that such two (2) year period shall be tolled with respect to any indemnity Claims filed with a court of competent jurisdiction prior to the expiration of such two (2) year survival period).

In the event that any action or proceeding is brought against any Grantor Party with respect to which indemnity may be sought hereunder, Grantee, upon written notice from the Grantor Party, shall immediately (i) assume the investigation and defense thereof, including the employment of counsel selected by Grantee, and approved by the Grantor Party in its reasonable discretion, and (ii) assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole and absolute discretion.

9. Damage to the Grantor Property. After obtaining actual knowledge thereof, Grantee shall give prompt written or electronic notice to Grantor of any incident which results in damage or destruction to the improvements on or under the Grantor Property caused by or on behalf of Grantee or a Grantee Party in connection with the exercise of Grantee's rights under this Agreement with respect to the Easements. Grantee shall, at Grantee's sole cost and expense, promptly repair and restore (or cause to be repaired and restored) any and all damage or destruction caused to the improvements on or under the Grantor Property by or on behalf of Grantee and arising out of the exercise of Grantee's rights under this Agreement with respect to the Easements. If Grantee should fail to perform (or cause to be performed) any such repairs in accordance with the preceding sentence, Grantor shall have the right to perform such repairs and Grantee shall pay Grantor for all of Grantor's reasonable out-of-pocket costs and expenses actually incurred therefor within ten (10) days of receipt by Grantor of an invoice therefor (including reasonable backup documentation substantiating any such costs).

10. Indemnity Against Liens. If any construction, mechanic's, laborers', materialmen's or other similar lien is filed against the Grantor Property as a result of any services performed, or work or materials furnished, in connection with the exercise by or on

behalf of Grantee of rights granted to Grantee under this Agreement with respect to the Easements, Grantee agrees to cause such lien to be released and discharged of record, either by paying (or causing to be paid) the indebtedness which gave rise to the lien or by posting (or causing to be posted) bond or other security required by law to obtain a full and final release and discharge of such lien of record, within fifteen (15) days after the date of receipt by Grantee of written notice of the lien from Grantor or any other party, identifying the lien and the filing; and Grantee agrees to indemnify, defend and hold harmless Grantor and the Grantor Parties against liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees actually incurred and cost of suit) actually incurred on account of any such claim of lien. If Grantee fails to so discharge or bond over (or cause to be discharged or bonded) all such liens within said fifteen (15)-day period, Grantor may (without any obligation) discharge such liens (without any inquiry as to the validity or merits thereof) and any reasonable third-party amounts actually paid by Grantor in connection with such action, including, without limitation, reasonable attorneys' fees actually incurred, disbursements and court costs, shall be paid by Grantee to Grantor within ten (10) days of written demand therefor. The foregoing indemnification obligations shall survive the expiration of the Easement Term or any earlier termination of this Agreement for a period of two (2) years following such expiration of the Easement Term or earlier termination of this Agreement (provided that such two (2) year period shall be tolled with respect to any indemnity Claims filed with a court of competent jurisdiction prior to the expiration of such two (2) year survival period).

11. **Attorneys' Fees.** In any litigation between the parties hereto which arises from or relates to this Agreement, except to the extent required otherwise pursuant to Section 8 above, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and court costs actually incurred.

12. **Runs with the Land.** All provisions of this Agreement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, personal representatives, lessees, permittees, agents and licensees, and such provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind any person having at any time any interest or estate in all or any portion of the Grantor Property or the Grantee Property burdened or benefited hereby as though such provisions were recited and stipulated in full in each and every deed or other conveyance pertaining thereto. The terms and provisions hereof shall be binding upon the Parties hereto only with respect to the periods of time such Party is the owner of fee simple title to the Grantor Property or the Grantee Property, as the case may be. Accordingly, from and after such time as either Party hereto shall transfer title to its respective property, it shall have no further obligations hereunder except for obligations which accrued prior to the time of such transfer, it being specifically understood that from and after the date of such transfer such Party shall have no further rights hereunder nor be responsible for any obligations hereunder which rights and obligations shall, thereafter, be deemed rights and obligations of the Party to whom title has been transferred and such transferee shall, by virtue of its acceptance of such transfer be deemed to have assumed and agreed to perform all obligations of the transferor thereafter accruing under this Agreement.

13. Miscellaneous.

a. Entire Agreement. Notwithstanding any terms, provisions or conditions of any other documents or instruments to the contrary, this Agreement constitutes the entire agreement among the Parties hereto as to the subject matter hereof, and the Parties do not rely upon any statement, promise or representation not herein expressed.

b. Amendments. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by an agreement in writing signed by the Parties hereto; provided, however, Grantee may unilaterally terminate this Agreement at any time by delivering written notice of termination of this Agreement to Grantor, and following the delivery of such written notice of termination by Grantee to Grantor, this Agreement will terminate as of the date such written notice of termination is given except for those provisions that expressly survive termination of this Agreement.

c. Governing Law. This Agreement shall be deemed to be a contract under the laws of the State of Utah which is performable in Salt Lake County, Utah, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Utah.

d. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

e. Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

f. No Partnership. Nothing contained herein shall be construed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. In addition, this Agreement is not intended to create any third-party beneficiary except as otherwise provided.

g. Notices. Any notice hereunder must be in writing, and shall be effective when deposited in the United States Mail, Certified (Return Receipt Requested), or with a recognized overnight courier service, addressed to the parties as set forth below (or as may be designated from time to time upon written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice):

To Grantee: SLC 117 W 400 S, LLC
c/o Endeavor Real Estate Group
500 W. 5th Street, Suite 700
Austin, Texas 78701

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
Attention: Ari Kuchinsky

To Grantor: 400 South, LLC
2859 E. Palma Way
Salt Lake City, Utah 84121
Attention: Todd Wolfenbarger

With a copy to: Ray Quinney & Nebeker P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111
Attention: Blake Bauman

h. No Dedication. No provision of this Agreement shall ever be construed to grant or create any rights whatsoever in or to any portion of the Grantor Property other than the Easements. Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein described to the public or give any member of the public any right whatsoever.

i. Incorporation of Recitals and Exhibits. The introductory paragraph and recitals set forth above, and exhibits attached hereto, are true and correct, incorporated herein, and made a part of this Agreement as if set forth herein in full.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

GRANTOR:

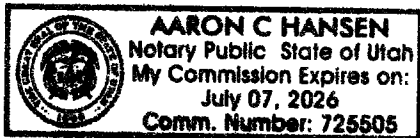
400 SOUTH, LLC,
a Utah limited liability company

By: [Signature]
Name: William A. Paulos
Title: MANAGER

Acknowledgment

STATE OF UTAH §
 §
COUNTY OF Salt Lake §

This instrument was acknowledged before me on the 1st day of June, 2023, by William A. Paulos, as manager of 400 SOUTH, LLC, a Utah limited liability company, on behalf of said limited liability company.



[Signature]
Notary Public, State of Utah

[Signatures Continue on Following Page]

GRANTEE:

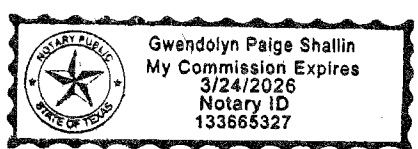
SLC 117 W 400 S, LLC,
a Delaware limited liability company

By: [Signature]
Name: Geoffrey Palmer
Title: EVP

Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me this 31st day of MAY, 2023, by Geoffrey Palmer, as EVP of SLC 117 W 400 S, LLC, a Delaware limited liability company, on behalf of said entity.



[Signature]
Notary Public, State of Texas

EXHIBIT A

GRANTOR PROPERTY

A portion of Parcel 15-01-429-013-0000 that has previously been conveyed to 400 South LLC located in Lot 6, Block 41, Plat "A", Salt Lake Survey, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Commencing at the Northeast Corner of said Lot 6 and running thence South 89°57'17" West 108.96 feet along the North Line of said Lot 6 to the TRUE POINT OF BEGINNING and running

Thence South 0°00'00" East 99.00 feet;

Thence South 89°57'17" West 83.86 feet;

Thence North 0°18'16" West 99.00 feet to said North Line of Lot 6;

Thence North 89°57'17" East 84.39 feet along said North Line to the TRUE POINT OF BEGINNING.

EXHIBIT B

GRANTEE PROPERTY

PARKING LOT WITH WEST FLAG:

A portion of Parcel 15-01-429-013-0000 that has previously been conveyed to 400 South LLC located in Lot 6, Block 41, Plat "A", Salt Lake Survey, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Commencing at the Northeast Corner of said Lot 6 and running thence South 0°01'10" East 165.06 feet along the Easterly Line of said Lot 6 and South 89°57'27" West 99.00 feet to the TRUE POINT OF BEGINNING and running

Thence South 89°57'27" West 107.37 feet;
Thence North 0°01'10" West 165.06 feet to the North Line of said Lot 6;
Thence North 89°57'17" East along said North Line 13.03 feet;
Thence South 0°18'16" East 99.00 feet;
Thence North 89°57'17" East 68.86 feet;
Thence South 0°00'00" East 24.98 feet;
Thence North 90°00'00" East 25.00 feet; thence South 0°01'10" East 41.06 feet to the TRUE POINT OF BEGINNING.

NOTCH LOT PARCEL:

A portion of Parcel 15-01-429-013-0000 that has previously been conveyed to 400 South LLC located in Lot 6, Block 41, Plat "A", Salt Lake Survey, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Commencing at the Northeast Corner of said Lot 6 and running thence South 0°01'10" East 99.00 feet along the Easterly Line of said Lot 6 and South 89°57'17" West 99.00 feet to the TRUE POINT OF BEGINNING and running

Thence South 0°01'10" East 25.00 feet;
Thence North 90°00'00" West 25.00 feet;
Thence North 00°00'00" East 24.98 feet;
Thence North 89°57'17" East 24.99 feet to the TRUE POINT OF BEGINNING.

FLAG LOT PARCEL:

A portion of Parcel 15-01-429-013-0000 that has previously been conveyed to 400 South LLC located in Lot 6, Block 41, Plat "A", Salt Lake Survey, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Commencing at the Northeast Corner of said Lot 6 and running thence South 89°57'17" West 99.00 feet to the TRUE POINT OF BEGINNING and running
Thence South 0°01'10" East 99.00 feet;

Thence South $89^{\circ}57'17''$ West 9.99 feet;
thence North $0^{\circ}00'00''$ East 99.00 feet to the North Line of said Lot 6;
thence North $89^{\circ}57'17''$ East 9.96 feet along said North Line to the TRUE POINT OF
BEGINNING.