12701474 1/19/2018 4:44:00 PM \$76.00 Book - 10640 Pg - 2124-2146 ADAM GARDINER Recorder, Salt Lake County, UT COHNE KINGHORN PC BY: eCASH, DEPUTY - EF 23 P.

When recorded return to:

R.O.A. General, Inc. 1775 North Warm Springs Road Salt Lake City, Utah 84116

PERPETUAL EASEMENT AGREEMENT

This Perpetual Easement Agreement is made and entered into this P day of January, 2018, by and between Gale Street Properties, LLC, a Utah limited liability company, Third West Properties, LLC, a Utah limited liability company, and Sixth South Properties, LLC, a Utah limited liability company (each may be referred to individually as a "Grantor" and collectively as "Grantors"), each of whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116, and Gale Holdings, LLC, a Utah limited liability company, whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116 ("Grantee").

RECITALS

A. Grantors are the owners of certain real property located between 500 South and 600 South and between 300 West and 400 West, in Salt Lake City, Salt Lake County, Utah, and described on Exhibit "A" attached hereto (the "Property"). The specific parcels owned by each Grantor are specified on Exhibit "A".

B. Grantee is the owner of five (5) outdoor advertising signs and all supporting structures, devices, connections and appurtenances related thereto, which are now located on the Property, which Grantee uses for advertising and communication purposes (when used herein, the term "advertising and communication purposes" shall include commercial and non-commercial advertising, free speech, commercial and non-commercial communication, and wireless communication).

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C. Grantors desire to grant Grantee an exclusive perpetual easement for advertising and communication purposes, including, but not limited to, the continued location and operation of the signs referred to above, on the Property.

TERMS OF AGREEMENT

For the sum of ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, Grantors and Grantee agree as follows:

1. Grant of Easements.

Grantors hereby grant to Grantee an exclusive perpetual easement on the (a) Property for advertising and wireless transmission and communication purposes, including but not limited to the purpose of owning, operating, maintaining, replacing and servicing the signs referred to above and such wireless communication facilities (including but not limited to transmitting and receiving antennas, supports, mounts, cables and equipment), supporting structures, sign faces, electronic sign faces (including but not limited to LED, LCD and OLED sign faces), electronic panels, message centers, visual communication media, any and all new technologies and innovations applicable to or useful for advertising or wireless transmission and communication purposes, devices, connections, supports, electrical equipment, control equipment, equipment sheds and shelters, other now-existing and future foreseeable and non-foreseeable technologies, rights of use, conforming rights, non-conforming rights, registrations, applications, permits, grand-fathering rights, and appurtenances related thereto as may be desired by Grantee. All of the foregoing, including but not limited to the signs referred to in the Recitals and any future replacements thereof which are now or hereafter located on the Property, are hereafter referred to as the "Signs"). Without limiting any rights granted in this Agreement, Grantee may, at its option (i) replace any sign faces with electronic sign faces or mechanical trivison faces; (ii) enlarge any sign faces to up to 20 feet high by 60 feet wide; and (iii) add extensions and embellishments to sign faces.

- (b) Grantors also hereby grant to Grantee a perpetual easement over the Property for access to the Signs for construction, maintenance, replacement and removal. Such access shall be maintained at all times by Grantors so as to enable Grantee's construction and maintenance trucks to reach the location of the Signs from a Street (as defined below) via a legal entry or curb cut and shall include level paved areas on the Property adjacent to each of the Signs, not smaller than 40 feet by 15 feet, for Grantee's construction and maintenance trucks to park for the purpose of working on the Signs.
- (c) Grantors also hereby grant to Grantee a perpetual easement on, over and across the Property for all utilities (including but not limited to wiring, cable, optic fiber and other now-existing and future foreseeable and non-foreseeable technologies) necessary or desirable to operate, illuminate, and/or service the Signs.
- 2. <u>Covenants of Grantors</u>. Grantors each irrevocably covenant to allow the continued operation of the Signs and agree not to directly or indirectly take any actions or to permit any person or entity to take any action which would reduce or curtail the effectiveness of the use of the Property for advertising and communication purposes, including without limitation the following:
 - (a) Installing or constructing buildings, fences, signs or any other permanent or non-permanent structures, items, or objects which will obstruct or impair the visibility of the Signs from any street, including but not limited to 500 South Street, 600 South Street, and any other existing or future thoroughfares, streets, roads, walkways, rail lines, toll roads, paths, or other routes used for human travel (hereafter, "Street"), or obstruct or impair access to the Signs from any Street;

- (b) Planting, or allowing the growth of, trees, shrubs or other vegetation which would obstruct or impair, or over time grow to a height that would obstruct or impair, the visibility of the Signs from any Street or obstruct or impair access to the Signs from any Street;
- (c) Seeking to change the Property's zoning designation or any applicable zoning regulations, laws, statutes, regulations, restrictive covenants, etc., which would prohibit or impose restrictions on Grantee's use of the Property or the Signs for advertising and communication purposes;
- (d) Contesting any variances, petitions or applications sought by Grantee relating to the use of the Property for advertising and communication purposes;
- (e) Parking vehicles or allowing vehicles to be parked in such a way as to obstruct or impair visibility of the Signs from any Street or obstruct or impair access or utility service to the Signs from any Street;
- (f) Placing or storing any permanent or non-permanent items, objects, or structures on the property or allowing the accumulation of garbage on the Property in such a way as to obstruct or impair visibility of the Signs from any Street or obstruct or impair access to the Signs from any Street;
- (g) Erecting any other signs, banners, balloons or other media on the Property which obstruct or impair the visibility of the Sign from any Street or obstruct or impair access to the Signs from any Street, or erecting any other signs, banners, balloons or other media on the Property which advertise off-premises activities, whether or not such other signs, banners, balloons or other media obstruct or impair the visibility of the Signs;
- (h) Taking any action which impedes Grantee's ability to exercise any rights granted to Grantee herein; including but not limited to building or making modifications

or renovations to buildings that interfere with the operation, use, effectiveness, communications, access to or visibility of the Signs for advertising and communication purposes, or taking any actions that could result in violations of OSHA regulations, or any other applicable laws, rules, regulations, or ordinances relating to the Signs;

- (i) Removing, dismantling, raising or lowering, either temporarily or permanently, the Signs at any time;
- (j) Terminating, removing, dismantling, interfering, disrupting, or in any way denying power or electronic communication to the Signs;
- (k) Installing or permitting the installation of any power lines or granting any easements for the installation of power lines in a proximity to the Signs that would require that Grantee give notice to the public utility operating the power lines pursuant to Section 54-8c-2 of the Utah Code Annotated, or other applicable statutes or ordinances;
- (l) Installing or permitting the installation of any lights or other illumination devices that obstruct or impair the effective visibility of the Signs from any Street;
- (m) Operating any machinery or equipment that causes interference or static with the Signs;
- (n) Making any claims that the Signs, or the operation thereof, constitute a nuisance, or otherwise adversely impact the Property; or
- (o) Without limiting any of the foregoing, Grantors each irrevocably covenant and agree not to install, construct, erect, plant, store or allow any buildings, fences, signs, structures, improvements, trees, shrubs, vehicles, trash, signs, banners, balloons, or other items or objects, of any type or sort, permanent or non-permanent, anywhere within the height restricted areas described on Exhibit "B" attached hereto (the "Height Restricted Areas") that exceed the maximum height for the applicable area set forth on Exhibit "B".

- 3. <u>Grantee's Remedies.</u> In the event of a breach by any Grantor of any of the covenants set forth in Section 2 above or any other terms of this Agreement, Grantee, in addition to any and all remedies available at law or in equity, shall have the following remedies:
 - (a) Grantors each hereby grant unto Grantee the right to remove any items on the property that violate the terms of Section 2 above or that are obstructions on the Property to the visibility or access to the Signs, including without limitation the right to trim and remove trees (before or after they grow to a size that obstructs or impairs visibility of a Sign), and to take such other actions as necessary to be able to operate, maintain, repair, replace and service the Signs. In the event Grantee is required to exercise its rights under this section Grantors shall reimburse Grantee for Grantee's costs, together with interest thereon at the higher interest rate of either twelve percent (12%) or five percent (5%) over and above the average ten-year Treasury Bill rate from the time the cost is incurred by Grantee until repayment thereof by Grantors.
 - (b) Grantors shall pay to Grantee and fee of \$1,000.00 per day for each day in which any Grantor is in breach of any of the covenants set forth in Section 2 above or any other terms of this Agreement and such breach reduces or curtails the effectiveness of the use of any Sign for advertising and communication purposes. Such fee is only partial compensation for the injury and damages Grantee will suffer as a result of Grantors' breach.
 - (c) Grantors each acknowledges that Grantee will suffer irreparable injury which is not compensable by monetary damages if any Grantor breaches the covenants set forth in Section 2 of this Agreement. Accordingly, Grantors each agree that Grantee will be entitled to injunctive relief against a breach, or a prospective breach, by any Grantor of any of the covenants set forth in Section 2 of this Agreement in any court of

competent jurisdiction. Grantors each agree to and hereby submit to the jurisdiction of any Court in the State of Utah for the purpose of any action or proceeding instituted by Grantee. Grantors each further agree to waive any bond which may be required by any Court to obtain injunctive relief. Grantors also each agree to reimburse Grantee for costs, expenses and damages incurred as a result of any violation by any Grantor of any provision of this paragraph. Each Grantor's obligation shall include, but not be limited to, court costs, litigation expenses, damages and reasonable attorney's fees incurred by Grantee.

- 4. <u>Relocation</u>. If, as a result of governmental action, administration or regulation, or for any other reason (a) any Sign is required to be relocated, (b) any Sign must be relocated in order for the Sign to be fully visible from any Street; or (c) any Sign must be relocated in order for the Sign's purposes to be reasonably continued, then, and in that event, Grantee may relocate the Sign on the Property. Such relocation shall provide the same or substantially the same visibility for the Sign from all Streets as existed prior to relocation.
- 5. Term. The easements granted pursuant to this Agreement and the covenants of Grantors and all other terms hereof shall be perpetual. Grantee may terminate this Agreement at any time by giving Grantors thirty (30) days written notice. Grantors acknowledges that Grantee (or its assignees or tenants) retains all right and title to and ownership of the Signs, including without limitation, the structure, base, faces and supporting members and all associated fixtures, equipment and appurtenances. Grantee hereby reserves and retains, and Grantors each hereby covenant and agree that, Grantee shall retain, the right to all rent, revenue, income and profits derived from or related to the operation of the easement or the Signs and the rental, licensing or leasing thereof. Grantee may remove any of the Signs' minor and major components from the Property at any time either before or after termination of this Agreement. Removal of the Signs

or any component shall not affect the continued perpetual existence of this Agreement. Grantee shall not be required to remove the foundation of any Sign, to the extent the foundation is at or below ground level.

- 6. <u>Liens</u>. Grantors each represent and warrant that (a) it is the lawful owner of the Property; (b) the Property is not subject to any liens, mortgages, deeds of trust or other encumbrances; and (c) Grantee's rights pursuant to this Agreement shall be superior to any liens, mortgages, deeds of trust or other encumbrances placed or allowed to be placed against the Property.
- 7. Condemnation. In the event all or any part of the Property is condemned or sought to be condemned, Grantee shall be entitled, in its sole discretion, to one or more of the following: (a) to contest the condemnation; (b) to relocate its Signs on the portion of the Property not acquired; (c) to terminate this Agreement; (d) to receive compensation from the condemnor for the value of Grantee's interest in the Property and Signs acquired and for the reduced value of Grantee's interest in the Property and any Sign not acquired (whether located on the Property or not) which results from the acquisition; and (e) to recover from the condemnor to the maximum extent otherwise allowable by law. "Condemned" and "condemnation" shall be construed to include any transfer of possession, title or right relating to the Property, or any portion thereof, in favor of or for the benefit of any entity having the power of eminent domain, including, but not limited to, sale or lease. No right of termination set forth anywhere in this Agreement may be exercised by or for the benefit of any entity having the power of eminent domain.
- 8. <u>Successors and Assigns</u>. This Agreement, including but not limited to the covenants of Grantors set forth in Section 2 above, shall constitute a covenant running with the land and shall be binding upon Grantors and their respective successors and assigns in the

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Property, or any portion thereof, and the provisions hereof shall be specifically enforceable against Grantors and their respective successors and assigns, regardless of whether such parties have actual notice of the provisions hereof. Without limiting the foregoing, Grantee shall have all remedies available at law or in equity to enforce this Agreement, including suits for damages and/or specific performance. In the event Grantee seeks an injunction based upon any Grantor's breach, it is specifically agreed that no bond, security or deposits for success shall be required.

- 9. <u>Default by Grantee</u>. Grantee shall not be in default hereunder unless written notice of such default is provided to Grantee and Grantee is given thirty (30) days to cure such default. If such failure cannot reasonably be cured within such thirty (30) day period, the length of such period shall be extended for the period reasonably required therefore if Grantee takes action to cure such failure with reasonable diligence and continuity. Each Grantor acknowledges the perpetual existence of the easements granted hereunder and shall not, under any circumstances, have the right to seek or obtain the termination of this Agreement, or to seek or obtain any remedy that would deny Grantee the benefits of the easements granted hereunder, or to seek or obtain punitive damages.
- 10. <u>Assignment by Grantee</u>. Grantors agree that Grantee may transfer, sell, lease or assign its rights under this Agreement to any person or entity without notice to Grantors. This Agreement, including but not limited to the covenants of Grantors set forth in Section 2 above, shall inure to the benefit of Grantee's successors, assigns and tenants with respect to all or any of its rights under this Agreement.
- 11. Payments by Grantee. Grantors each also grants unto Grantee the right to pay any taxes relating to the Property in order to prevent a tax sale or to make any payments to prevent the foreclosure of any liens or encumbrances against the Property or to redeem the Property from same. In the event of payment of such taxes, liens or redemption by Grantee, Grantee shall be

entitled to recover the amount of such taxes and other payments from Grantors, together with interest thereon at the higher interest rate of either twelve percent (12%) or five percent (5%) over and above the average ten-year Treasury Bill rate (or a comparable rate if an average ten-year Treasury Bill rate does not exist) from the time of payment by Grantee until repayment thereof by Grantors. In the event Grantee prevents a foreclosure action or sale to satisfy liens or encumbrances on the Property by any lien payment described above, or redeems the Property therefrom, Grantee shall succeed to all of the rights and interest of the original lienholder. Grantee shall have the same rights as the original lienholder to initiate a foreclosure of the Property to recover those payments made, to include Grantee's costs, expenses, fees and attorneys' fees. The remedies afforded by this Section 11 shall not be exclusive and shall be in addition to any and all other remedies available to Grantee at law or in equity.

- 12. <u>Cooperation with Grantee</u>. Grantors will reasonably cooperate with any request by Grantee regarding the execution of any applications, permits or authority requests by any governmental authority for the construction, operation, maintenance, replacement, repair or removal of a Sign and Grantors each hereby authorize Grantee to sign any such application, permit or authorizations as Grantors' attorney-in-fact.
- between 500 South Street and 600 South Street is vacated, the vacated portion of Gale Street shall be included as part of the Property, for all purposes under this Agreement. In the event, Grantor, or any successor or assign of Grantor, or any individual or entity affiliated in any way with Grantor or any successor or assign of Grantor, or controlled fully or partially by Grantor or any successor or assign of Grantor, acquires any other parcels of property located between 500 South and 600 South and between 300 West and 400 West, in Salt Lake City, Salt Lake County,

Utah, all such parcels shall be included as part of the Property, for all purposes under this Agreement.

- Sixth South Properties, LLC. The Sign located on the portion of the Property 14. owned by Sixth South Properties, LLC (the "Sixth South Properties Sign"), is located on the roof of an existing building. If building interior access is needed by Grantee for the construction, reconstruction, replacement, relocation operation, or maintenance of the Sixth South Properties Sign, Grantors shall allow Grantee shall allow such access after reasonable prior notice from Grantee. If Grantors elect to relocate, modify or install utilities in a manner that might affect utility service to the Sixth South Properties Sign, Grantors shall provide advance written notice to Grantee and take all steps necessary to avoid the temporary or permanent disruption of utility service to the Sixth South Properties Sign. Grantee shall provide reasonable prior notice to Grantors of any maintenance or repairs that Grantee intends to undertake that affect the roof and shall coordinate such maintenance or repairs with Grantors to ensure that the roof of the building is not materially adversely affected thereby. Grantors shall not remove the building or modify the building in any way that might reduce or curtail the effectiveness of the use of the Sixth South Properties Sign for advertising and communication purposes, unless Grantee has determined, and has advised Grantors in writing, that Grantee will be able to relocate the Sixth South Properties Sign to a location that provides the same or substantially the same visibility for the Sixth South Properties Sign from all Streets as existed prior to relocation. In no event is Grantee required to cooperate in any manner that (a) jeopardizes Grantee's grandfathered status right to retain the Sixth South Properties Sign on the Property, or (b) does not comply with applicable law, regulation, ordinance, permits, or authorizations.
- 15. <u>Miscellaneous</u>. This Agreement is to be governed by and interpreted under the laws of the State of Utah. If any of the provisions of this Agreement are deemed to be not

enforceable, in whole or in part, the remaining provisions shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforceable to the extent valid and enforceable. Grantors each hereby authorizes and empowers Grantee as its attorney-in-fact to represent Grantors' interests as owner of the Property to take such actions as are necessary to carry out the terms of this Agreement and intentions of the parties to this Agreement. All obligations of Grantors hereunder shall be joint and several. In the event either party brings suit to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party or parties its reasonable attorney fees and costs incurred in any such action, in addition to other relief to which the prevailing party is entitled.

DATED the day and year first above written.

GRANTORS:

GALE STREET PROPERTIES, LLC, a Utah limited liability company

Name:

THIRD WEST PROPERTIES, LLC, a Utah limited liability company

By: _ Name

Ttal

SIXTH SOUTH PROPERTIES, LLC, a Utah limited liability company

By: // Name:

Its:

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GRANTEE:

Gale Holdings, LLC, a Utah limited liability company

By: Thrug Name: Dew

Its: <u>Mawig</u>

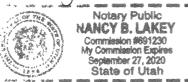
STATE OF UTAH

SS.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this <u>19</u>th day of January, 2018, by

Dewey A. Reaganthe Manager of Gale Street Properties, LLC, on behalf of said company.



Mancy B. Fancy NOTARY PUBLIC

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE)

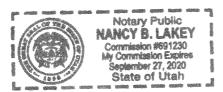
The foregoing instrument was acknowledged before me this 19 th day of January, 2018, by Dewey A. Reagan, the Manager of Third West Properties, LLC, on behalf of said company.

Notary Public
NANCY B. LAKEY
Commission #691230
My Commission Expires
September 27, 2020
State of Utah

NOTARY PUBLIC

STATE OF UTAH)		
	:	SS	Š
COUNTY OF SALT LAKE)		

The foregoing instrument was acknowledged before me this 19th day of January, 2018, by Mariclare R. Klein, the Manager of Sixth South Properties, LLC, on behalf of said company.



Maney B. Lakey.
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 19th day of January, 2018, by Dewey A., the Manager of Gale Holdings, LLC, a Utah limited liability company, on behalf of Gale Holdings, LLC, a Utah limited liability company.

Notary Public
NANCY B. LAKEY
Commission #691230
My Commission Expires
September 27, 2020
State of Utah

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EXHIBIT A

Parcels 1 – 11 owned by Gale Street Properties, LLC

PARCEL 1: (15-01-378-024)

Beginning at the Northwest corner of Lot 5, Block 30, Plat "A", Salt Lake City Survey; thence South 0°00'59" East along the lot line 412.50 feet; thence North 89°57'40" East parallel with the lot line 85.00 feet to a point on the West side of an existing building; thence North 0°00'59" West 2.26 feet to the Northwest corner of said building at a point on the arc of a 36.59 foot radius curve, the center of which bears South 1°06'50" West; thence Southeasterly along the arc of said curve to the right 8.80 feet to a point on the arc of a 205.00 foot radius reverse curve; thence Southeasterly along the arc of said curve to the left 62.14 feet; thence North 89°57'40" East 160.00 feet to the West line of Gale Street; thence North 0°00'59" West along said street line 418.19 feet to the North line of said Block 30; thence South 89°57'40" West along said block line 57.00 feet; thence South 0°00'59" East 13.00 feet; thence South 89°57'40" West 10.00 feet; thence North 0°00'59" West 13.00 feet; thence South 89°57'40" West along said North block line 248.00 feet to the point of beginning.

ALSO: Beginning 72.00 feet West from the Northeast corner of Lot 6, Block 30, Plat "A", Salt Lake City Survey, and running thence West 10.00 feet; thence South 13.00 feet; thence East 10.00 feet; thence North 13.00 feet to the point of beginning.

PARCEL 2: (15-01-451-001)

Beginning at the Northeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey, and running thence West 19 rods; thence South 15 rods; thence East 9 rods; thence North 5 rods; thence East 3 rods; thence North 7 rods to the place of beginning.

PARCEL 3: (15-01-451-005)

Commencing 7 rods South of the Northeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey; and running thence South 3 rods; thence West 7 rods; thence North 3 rods; thence East 7 rods, to the place of beginning.

PARCEL 4: (15-01-451-006)

Beginning 7 $^{1}/_{2}$ rods North of the Southeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey, and running thence North 2 $^{1}/_{2}$ rods; thence West 10 rods; thence South 2 $^{1}/_{2}$ rods; thence East 10 rods to the place of beginning.

PARCEL 5: (15-01-451-007)

Commencing at a point 5.0 rods North from the Southeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey; and running thence North 2.5 rods; thence West 10.0 rods; thence South 2.5 rods; thence East 10.0 rods to the point of beginning.

SUBJECT TO a right of way 5 feet wide along the North side of said tract.

ALSO: Beginning at a point 36.25 feet North of the Southeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey; and running thence North 46.25 feet; thence West 10.0 rods; thence South 46.25 feet; thence East 10.0 rods to the point of beginning.

SUBJECT TO a perpetual right of way over the following: Beginning 36.25 feet North from the Southeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey; and running thence West 10.0 rods; thence North 10.0 feet; thence East 10.0 rods; thence South 10.0 feet to the place of beginning.

PARCEL 6: (15-01-451-008)

Beginning at the Southeast corner of Lot 8, Block 30, Plat "A", Salt Lake City Survey; and running thence West 10.0 rods; thence North 36 $^{1}/_{4}$ feet; thence East 10.0 rods; thence South 36 $^{1}/_{4}$ feet to beginning.

PARCEL 7: (15-01-451-010)

Beginning at the Southeast corner of Lot 1, Block 30, Plat "A", Salt Lake City Survey, and running thence North 5 rods; thence West 10 rods; thence North 3 rods; thence East 10 rods; thence North 12 rods; thence West 19 rods; thence South 11 rods; thence East 5 rods; thence South 9 rods; thence East 14 rods; to the place of beginning.

PARCEL 8: (15-01-451-012)

Beginning at a point 6 rods East from the Southwest corner of Lot 2, Block 30, Plat "A", Salt Lake City Survey and running thence West 0.16 feet; to the Southerly projection of the West wall of an existing building; thence North 00°03'42" East along said West wall 148.50 feet to the Northeast corner of that tract of land described in Book 5937, at Page 1826 and recorded as Entry No. 4485963, of Salt Lake County Records; thence South along the East line of said tract 9 rods to the point of beginning.

PARCEL 9: (15-01-451-003)

Commencing at the Southwest corner of Lot 7, Block 30, Plat "A", Salt Lake City Survey, and running thence North $2^{1}/_{2}$ rods; thence East 10 rods; thence South $2^{1}/_{2}$ rods; thence West 10 rods to the place of beginning.

TOGETHER WITH AND SUBJECT TO rights of way over the following: Commencing at the Northwest corner of said Lot 7, and running thence East 1 rod; thence South 15 rods; thence West 1 rod; thence North 15 rods, to the place of beginning.

PARCEL 10: (15-01-451-002)

Commencing at a point 2 $^{1}/_{2}$ rods North from the Southwest corner of Lot 7, Block 30, Plat "A", Salt Lake City Survey, in the City of Salt Lake and running thence North 2 $^{1}/_{2}$ rods; thence East 10 rods; thence South 2 $^{1}/_{2}$ rods; thence West 10 rods to the place of beginning.

TOGETHER WITH AND SUBJECT TO a right of way over the West 1 rod of said Lot 7.

PARCEL 11: (15-01-378-025)

Beginning at a point which is North 00°00'59" West 235.78 feet and North 89°59'01" East 67.99 feet from a survey monument at the intersection of 6th South Street and Fourth West Street, said point also being South 00°00'59" East 155.00 feet from the Northwest corner of Lot 4, Block 30, Plat "A", Salt Lake City Survey; and running thence North 00°00'59" West 72.50 feet; thence North 89°57'40" East 85.00 feet; thence North 00°00'59" West 2.26 feet to the beginning of a 36.50 foot radius curve to the right (chord bears South 83°33'32" East 8.55 feet); thence Southeasterly along the arc of said curve 8.57 feet to the beginning of a 205.00 radius curve to the left (chord bears South 83°33'32" East 61.90 feet); thence Southeasterly along the arc of said curve 62.14 feet; thence North 89°57'40" East 160.00 feet; thence South 00°00'59" East 116.81 feet; thence South 89°57'40" West 116.17 feet; thence North 00°59'22" West 24.72 feet; thence South 89°40'35" West 15.00 feet to the face of an existing building; thence North 00°59'22" West along said face 15.73 feet to a corner of said building; thence South 89°40'35" West along said face 18.00 feet to a corner of said building; thence North 00°13'32" West along said face 9.72 feet; thence South 89°57'40" West 36.11 feet; thence South 1.00 foot; thence South 89°57'40" West 43.50 feet; thence North 1.00 foot; thence South 89°5740" West 85.50 feet to the point of beginning.

SUBJECT TO AND TOGETHER WITH a non-exclusive right and easement of use and an existing railroad spur track, or any replacement thereof, the center line of which is approximately described as follows:

Beginning at a point South 20 feet, more or less, from the Northwest corner of Lot 4, Block 30, Plat "A", Salt Lake City Survey; and running thence Southeasterly along a curve to the left to a point South 82.5 feet, more or less, from the Northeast corner of Lot 4, Block 30, Plat "A", Salt Lake City Survey; thence East 150 feet, more or less to a point on the West line of Gale Street.

Provided, however, that the right and easement of use herein granted shall remain in force and effect so long as the present spur track or any replacement thereof is in existence in approximately the same location as the spur track, and shall cease upon destruction or removal, without replacement, of the present spur track or any replacement thereof, and which right and easement of use shall be appurtenant to and pass with title to the following described tract:

Commencing at the Northwest corner of Lot 4, Block 30, Plat "A", Salt Lake City Survey; and running thence East 315 feet; thence South 165 feet; thence West 150 feet; thence North 82.5 feet; thence West 165 feet; thence North along the East boundary of Third West Street 82.5 feet to the place of beginning.

TOGETHER WITH AND SUBJECT TO a perpetual right of way and easement for pedestrian and vehicular ingress and egress over and across the following described tract:

Beginning at a point which is North 0°00'59" West 115.00 feet from the Southwest corner of Lot 3, Block 30, Plat "A", Salt Lake City Survey; thence North 89°57'40" East 150.00 feet; thence North 0°00'59" West 20.00 feet; thence South 89°57'40" West 150.00 feet; thence South 0°00'59" West 10.00 feet; thence South 89°57'40" West 35.00 feet; thence South 0°00'59" East 10.00 feet; thence North 89°57'40" East 35.00 feet to the point of beginning.

Parcel 12 and 13 owned by Third West Properties, LLC:

PARCEL 12: (15-01-451-009)

Commencing 5 rods North from the Southeast Corner of Lot 1, Block 3, Plat "A", Salt Lake City Survey; and running thence North 3 rods, thence West 10 rods, thence South 3 rods; thence East 10 rods to the point of beginning.

PARCEL 13: (15-01-451-011)

Beginning at a point 1 rod East from the Southwest corner of Lot 2, Block 30, Plat "A", Salt Lake City Survey; thence North 9 rods; thence East 5 rods; thence South 9 rods; thence West 5 rods to the point of beginning.

LESS AND EXCEPTING the following described parcel:

Beginning at a point 6 rods East from the Southwest corner of Lot 2, Block 30, Plat "A", Salt Lake City Survey; and running thence West 0.16 feet to the Southerly projection of the West wall of an existing building; thence North 00°03'42" East along said West wall 148.50 feet to the Northeast corner of that tract of land described in Book 5937, at Page 1826, and recorded as Entry No. 4485963, of Salt Lake County Records; thence South along the East line of said Tract 9 rods to the point of beginning.

Parcels 14 and 15 owned by Sixth South Properties, LLC

PARCEL 14: (15-01-378-020)

Beginning at the Southwest Corner of Lot 1, Block 30, Plat "A", Salt Lake City Survey and running thence North 89°57'40" East along said block line 150 feet to the West line of Gayle Street; thence North 0°00'59" West along said street line 125.00 feet; thence South 89°57'40" West 185.00 feet; thence South 0°00'59" East 10.00 feet; thence North 89°57'40" East 35.00 feet; thence South 0°00'59" East 115.00 feet to the point of beginning.

PARCEL 15: (15-01-378-020)

A perpetual right of way and easement for pedestrian and vehicular ingress and egress as disclosed by Warranty Deed recorded January 24, 1997 as Entry No. 6556718 in Book 7584 at Page 1096 particularly described as follows:

Beginning at a point North 0°00'59" West 115.00 feet from the Southwest Corner of Lot 3, Block 30, Plat "A", Salt Lake City Survey and running thence North 89°57'40" East 150.00 feet; thence North 0°00'59" West 20.00 feet; thence South 89°57'40" West 150.00 feet; thence South 0°00'59" East 10.00 feet; thence South 89°57'40" West 35.00 feet; thence South 0°00'59" East 10.00 feet; thence North 89°57'40" East 35.00 feet to the point of beginning.

EXHIBIT B

EXHIBIT B

