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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: TMW, DEPUTY - WI 17 P.

AFTER RECORDING, PLEASE RETURN TO:

David E. Gee, Esq.
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111

Parcel Nos.: 08-36-376-014; 08-36-376-024; 08-36-376-026;
08-36-376-039.

GRANT OF STORM WATER DETENTION EASEMENT

THIS GRANT OF STORM WATER DETENTION EASEMENT (this "**Agreement**") is made this 11th day of July, 2013, by GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("**Associates**"), GATEWAY OFFICE 4, L.C, a Utah limited liability company ("**Gateway 4**"), GATEWAY OFFICE 6, L.C, a Utah limited liability company ("**Gateway 6**") and BOYER GATEWAY HOTEL, L.C., a Utah limited liability company (together with its successors or assigns, the "**Hotel Owner**"). Associates, Gateway 4, Gateway 6 and Hotel Owner are sometimes referred to in this Agreement collectively as "**Owners**" or individually as an "**Owner**".

RECITALS:

- A. Gateway 4 owns that certain parcel of land, the legal description of which is set forth on Exhibit "A" attached hereto (the "**Gateway Office 4 Parcel**").
- B. Gateway 6 owns that certain parcel of land, the legal description of which is set forth on Exhibit "B" attached hereto (the "**Gateway Office 6 Parcel**").
- C. Hotel Owner owns that certain parcel of land, the legal description of which is set forth on Exhibit "C" attached hereto (the "**Hotel Parcel**").
- D. Associates owns that certain parcel of land which is currently being used as a parking lot but on which additional retail and/or office improvements may be constructed in accordance with this Agreement, the legal description of which is set forth on Exhibit "D" attached hereto (the "**North Development and Parking Parcel**").
- E. To implement a plat note as described below, the Owners desire to create a storm water detention easement which burdens the North Development and Parking Parcel for the benefit of the Gateway Office 4 Parcel, the Gateway Office 6 Parcel and the Hotel Parcel.

17 53213

AGREEMENT

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

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

“Benefitted Parcels” means the Gateway Office 4 Parcel, the Gateway Office 6 Parcel and the Hotel Parcel.

“Burdened Parcel” means the North Development and Parking Parcel.

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

“Detention Facilities” is defined in Section 2.

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

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

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

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

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

“Owner” means the Person that, at a specified time, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in a Parcel or portion of a Parcel. In the event that, at any time, there is more than one Owner of a Parcel, the liability of each such Owner for performance or compliance with the applicable provisions of this Agreement with respect to such Owner shall be joint and several. Notwithstanding any applicable theory or law relating to a mortgage, deed of trust, or like instrument, the term “Owner” shall not mean or include a Mortgagee unless and until such

Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof. A ground lessee or other long term tenant shall not be deemed to be an Owner for purposes of this Agreement.

"Parcel" means any one of the Parcels.

"Parcels" means the North Development and Parking Parcel, the Gateway Office 4 Parcel, the Gateway Office 6 Parcel, the Hotel Parcel and the Retail Phase 2 Parcel.

"Storm Water Detention Easement" is defined in Section 2.

2. **Storm Water Detention.** Associates hereby confirms and grants to the Owners of the Benefitted Parcels a blanket storm water detention easement for detention on the Burdened Parcel of storm water generated from time to time from the Benefitted Parcels (the **"Storm Water Detention Easement"**). The Storm Water Detention Easement created by this Agreement confirms, creates and implements Plat Note 3 set forth on the Official Plat of the Gateway 6 Subdivision Amending Lot 7 of the Boyer Gateway Subdivision recorded 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. Associates reserves the right to determine how and where on the Burdened Parcel the storm water is to be detained and, in detaining the storm water, the Owner of the Burdened Parcel may use any method or Improvements on such Burdened Parcel to detain the storm water as may be approved by Governmental Authorities and each Benefitted Owner including, without limitation, the construction, use, maintenance, alteration and replacement of berms, reservoirs, water retention ponds, cisterns or other water retention improvements designed to contain the storm water in limited areas of the Burdened Parcel (collectively, the **"Detention Facilities"**). The Owner of the Burdened Parcel may, at its cost and expense, relocate the Detention Facilities at any time and from time to time with consent of each Owner of a Benefitted Parcel, which consent shall not be unreasonably withheld, conditioned or delayed.

3. **Use of Burdened Parcel.** The Owner of the Burdened Parcel retains all right, title and interest in the Burdened Parcel; provided all such reserved rights to use or permit the use of the Burdened Parcel shall be done in a manner that does not prevent or impair the use of the Burdened Parcel for storm water detention in accordance with the terms of this Agreement, which provides detention capacity that is equal to or greater than now exists, and which does not create any additional risk of flooding for the Buildings and Improvements on the Benefitted Parcels. Without limiting the foregoing, the Owner of the Burdened Parcel may, at its own cost and expense, construct, operate and maintain Buildings and Improvements on the Burdened Parcel. The Owner of the Burdened Parcel may, at its sole cost and expense, alter, relocate, reconstruct or reconfigure the Buildings and Improvements on the Burdened Parcel at any time and from time to time subject to the rights of the Owners of the Benefitted Parcels herein.

4. **Title and Mortgage Protection.** No amendment to this Agreement shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant

to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee consents in writing to such amendment. A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage; provided, a lien arising under this Agreement shall have priority over the Mortgage if a notice of such lien is recorded prior to the date of recordation of a Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement except the obligation to subordinate its lien or security interest to this Agreement.

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

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

7. Effective Date. This Agreement, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah. Any amendment hereto must be with the written consent of any Owner affected thereby, which consent shall not be unreasonably withheld, conditioned or delayed.

8. Miscellaneous.

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

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

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

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

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

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

(Signatures begin on following page)


EXECUTED the day and year first above written.

“OWNERS”


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

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

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

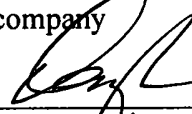
By: 
Name: Dawn Davis
Its: Manager

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


By: 
Name: Christina Gardner
Its: Manager

GATEWAY OFFICE 4, L.C., a Utah limited liability company, by its Managers:

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

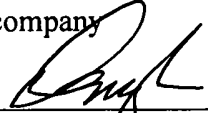
By: 
Name: Dawn Davis
Its: Manager

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

By: 
Name: Christina Gardner
Its: Manager

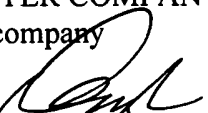
GATEWAY OFFICE 6, L.C., a Utah limited liability company, by its Manager:

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


By: 
Name: Dawn Gosh
Its: Manager

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

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

By: 
Name: Dawn Gosh
Its: Manager

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

By: 
Name: Christina Gosh
Its: Manager

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

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

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


NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:
April 4, 2016



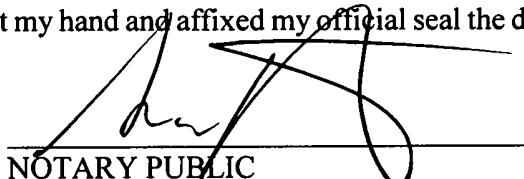
STATE OF UTAH)

: ss.

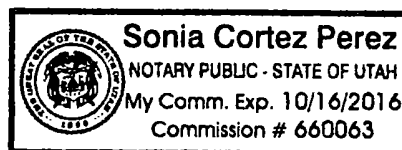
COUNTY OF SALT LAKE)

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

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


NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:




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

The foregoing instrument was acknowledged before me this 12th day of July, 2013 by Devon Glenn, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of GATEWAY OFFICE 4, L.C., a Utah limited liability company.

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

My Commission Expires:
April 4, 2016



NOTARY PUBLIC
Residing at: Salt Lake County, Utah

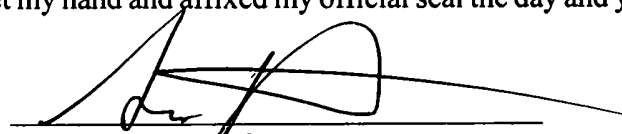


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

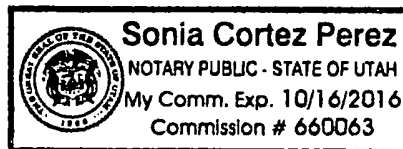
The foregoing instrument was acknowledged before me this 12 day of JULY, 2013, by CHRISTIAN GARDNER, a Manager of GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company, which is a Manager of GATEWAY OFFICE 4, L.C., a Utah limited liability company.

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

My Commission Expires:



NOTARY PUBLIC
Residing at: Salt Lake County, Utah



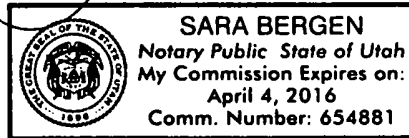
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

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

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

My Commission Expires:
April 4, 2016


NOTARY PUBLIC
Residing at: Salt Lake County, Utah



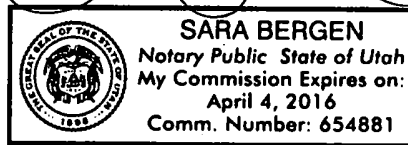
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

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

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

My Commission Expires:
April 4, 2016

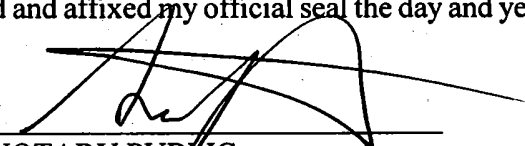

NOTARY PUBLIC
Residing at: Salt Lake County, Utah



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

The foregoing instrument was acknowledged before me this 12 day of July, 2013 by CHRISTIAN GARDNER, a Manager of GARDNER PROPERTY HOLDINGS, L.C., a Utah limited liability company, which is a Manager of BOYER GATEWAY HOTEL, L.C., a Utah limited liability company.

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



NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:



EXHIBIT "A"
TO
GRANT OF STORM WATER DETENTION EASEMENT

Legal Description of Gateway 4 Office Parcel

That certain Office Building located on the following real property located in Salt Lake County, Utah, and more particularly described as:

Lot 5, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-014

EXHIBIT "B"
TO
GRANT OF STORM WATER DETENTION EASEMENT

Legal Description of Gateway Office 6 Parcel

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

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

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

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

EXHIBIT "C"
TO
GRANT OF STORM WATER DETENTION EASEMENT

Legal Description of Hotel Parcel

A PARCEL OF LAND LOCATED IN THE CITY OF SALT LAKE, SALT LAKE COUNTY, UTAH, WITHIN LOTS 6 AND 7, AND A PORTION OF LOT 8, OF BLOCK 83, PLAT "A", SALT LAKE CITY SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point on the Northerly line of the Boyer Gateway Subdivision Plat as recorded with the Salt Lake County Recorder's Office in Book 2001P of Plats, at Page 37, said point being South 00°01'25" East 24.26 feet from the Southeast corner of Lot 7, Block 83, Plat "A", Salt Lake City Survey, and running thence South 89°58'47" West along said Northerly line 164.96 feet to the Easterly line of said Boyer Gateway Subdivision Plat; thence North 00°00'44" West along said Easterly line 344.00 feet to the South line of a portion of land dedicated to the off-ramp for North Temple Street overpass by that certain Quitclaim Deed recorded September 19, 1973 as Entry No. 2570352, in Book 3421 at Page 376, of the Official Records of the Salt Lake County Recorder; thence along said South line the following two (2) courses: (1) North 89°58'38" East 133.89 feet (previous deeds of record read North 89°58'50" East 133.96 feet) to the point of curvature, (2) Southeasterly along the arc of a 64.17 foot radius curve to the right through a central angle of 28°53'12", a distance of 32.35 feet (chord bears South 75°38'45" East 32.00 feet), to a point on the Easterly line of Block 83, Plat "A", Salt Lake City Survey; thence South 00°01'25" East along the Easterly line of said Block 83, 336.02 feet to the point of BEGINNING.

EXCEPTING THEREFROM the following described land conveyed to Salt Lake City Corporation pursuant to that certain Special Warranty Deed recorded April 28, 2009 as Entry No. 10685299, in Book 9715, at Page 167 of the Official Records of the Salt Lake County Recorder:

BEGINNING AT A POINT SOUTH 00°01'25" EAST 24.26 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 83, PLAT A, SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 00°01'25" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 83, 336.02 FEET TO A POINT ON THE ARC OF A 64.17 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 28°51'50" WEST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 64.17 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 61°06'45" A DISTANCE OF 68.44 FEET (CHORD BEARS SOUTH 30°34'47" EAST 65.25 FEET); THENCE SOUTH 00°01'25" EAST 5.36 FEET; THENCE NORTH 89°58'35" EAST 10.83 FEET; THENCE SOUTH 00°01'25" EAST 274.48 FEET; THENCE SOUTH 89°58'44" WEST 44.00 FEET TO THE POINT OF BEGINNING.

Tax Parcel No. 08-36-376-024

EXHIBIT "D"
TO
GRANT OF STORM WATER DETENTION EASEMENT

Legal Description of the North Development and Parking Parcel

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

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

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

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

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