

**WHEN RECORDED, RETURN TO:**  
SoJo Station North, LLC  
Attn: Steve Peterson  
P.O. Box 71405  
Salt Lake City, Utah 84171

97628-DE

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APNs: 27-13-127-010  
27-13-127-014  
27-13-127-015  
27-13-127-016

**TERMINATION OF  
DECLARATION COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

THIS TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS (this "**Termination Agreement**") is made and entered into as of the 20 day of February 2018 by and among Utah Transit Authority, a public transit district organized under the Utah Public Transit District Act; SoJo Station North, LLC, a Utah limited liability company; SoJo Station South, a Utah limited liability company; and SoJo Hotel Partners, LLC, a Utah limited liability company (each an "**Owner**" and collectively the "**Owners**").

**RECITALS**

A. The Owners collectively own all of the parcels of real property that are subject to that certain Declaration of Covenants, Conditions, Easements and Restrictions, recorded July 25, 2006, as Entry No. 9790698 in Book 9325 beginning at Page 9422, in the Official Records of Salt Lake County, Utah, as amended by that certain Affidavit, recorded July 19, 2007, as Entry No. 10169113 in Book 9493 beginning at Page 4137 (the "**Declaration**").

B. The Declaration created certain easement rights and restrictions benefitting and burdening the parcels of real property legally described on the attached Exhibit A (collectively the "**Property**").

C. Pursuant to notes set forth on that certain plat of SOJO SUBDIVISION, recorded in the Salt Lake County Recorder's Office on June 9, 2016, the then-current owners of the Property intended that the Declaration be terminated.

D. In order to clarify and further establish the termination of the Declaration, the Owners now desire to enter into this Agreement to formally terminate the Declaration and vacate the easements created thereunder.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

1. **Termination of Declaration.** The Declaration is hereby terminated in its entirety and shall have no further force or effect.

2. **Vacation of Easements.** All easements created under the Declaration are hereby vacated, terminated, and extinguished in their entirety and shall have no further force or effect.

3. **Miscellaneous Provisions.**

(a) The parties hereto covenant and agree to execute such other instruments or documents and to take such further action as may be reasonably necessary or appropriate to give full effect to the intent of this Termination Agreement.

(b) The headings and captions herein are inserted for convenient reference only, and the same shall not limit or construe the paragraphs or sections to which they apply or otherwise affect the interpretation hereof.

(c) This Termination Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement to be effective for all purposes as of the date first written above.

UTAH TRANSIT AUTHORITY

By: [Signature]  
Name: Jerry R. Benson  
Title: PRESIDENT / CEO

By: [Signature]  
Name: PAUL B. DRAKE  
Title: SR MANAGER REAL ESTATE & TOD

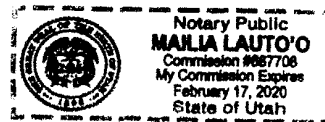
Approved as to form:

[Signature]  
Counsel for the Authority

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

On the 21 day of February 2018, personally appeared before me Jerry Benson and Paul Drake, who, being by me duly sworn, did say that they are the President/CEO and the Sr. Mgr. Real Estate & TOD, respectively, of the Utah Transit Authority and that the foregoing instrument was signed by such individuals in such respective capacities on behalf of the Utah Transit Authority.

[Signature]  
Notary Public



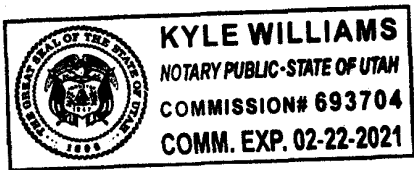
**SOJO STATION NORTH, LLC**

By: SoJo Station, LLC, its Manager

By: [Signature]  
Nathan W. Ricks, Manager

STATE OF UTAH )  
 : ss.  
COUNTY OF Salt Lake)

On the 22 day of February 2018, personally appeared before me Nathan W. Ricks, who, being by me duly sworn, did say that he is a manager of SoJo Station, LLC, a Utah limited liability company, which is the manager of SoJo Station North, LLC, a Utah limited liability company, and that the foregoing instrument was signed by such individual in such capacity on behalf of such limited liability company.



[Signature]  
Notary Public

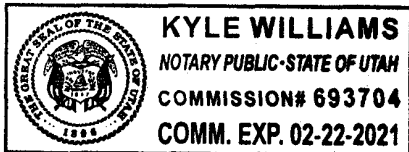
**SOJO STATION SOUTH, LLC**

By: SoJo Station, LLC, its Manager

By: [Signature]  
Nathan W. Ricks, Manager

STATE OF UTAH )  
 : ss.  
COUNTY OF Salt Lake)

On the 22 day of February 2018, personally appeared before me Nathan W. Ricks, who, being by me duly sworn, did say that he is a manager of SoJo Station, LLC, a Utah limited liability company, which is the manager of SoJo Station South, LLC, a Utah limited liability company, and that the foregoing instrument was signed by such individual in such capacity on behalf of such limited liability company.



[Signature]  
Notary Public

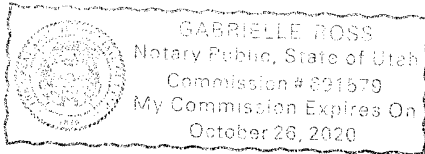
**SOJO HOTEL PARTNERS, LLC**

By: TGC SoJo Partners, LLC, its Manager

By: Michael R. Christensen  
Name: Michael R. Christensen  
Title: Manager

STATE OF UTAH                    )  
  : ss.  
COUNTY OF DAVIS            )

On the 20 day of February 2018, personally appeared before me Michael R. Christensen, who, being by me duly sworn, did say that he is the Manager of TGC SoJo Partners, LLC, the Manager of SoJo Hotel Partners, LLC, a Utah limited liability company, and that the foregoing instrument was signed by such individual in such capacity on behalf of such limited liability company.



Gabrielle Ross  
Notary Public


**CONSENT OF LENDER**

The undersigned, being the beneficiary of a deed of trust encumbering Lot 2, SoJo Subdivision Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office, a portion which real property is affected by the Declaration (as that term is defined in the foregoing Termination of Declaration of Covenants, Conditions, Easements and Restrictions (the "*Termination Agreement*")), hereby consents to the Termination Agreement and the termination of the Declaration and the vacation of the easements created thereunder.

Dated February 21, 2018

AMERICAN NATIONAL  
INSURANCE COMPANY

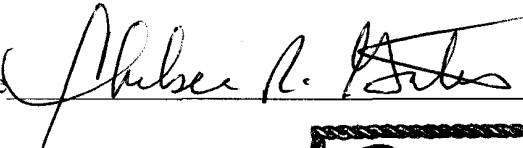
*OK*

By:   
Name: Robert J. Kirchner  
Title: Vice President

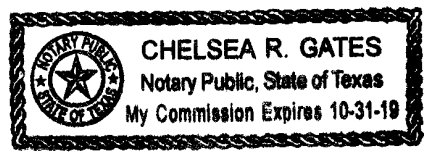
STATE OF Texas      §  
   §  
COUNTY OF Galveston      §

On February 21, 2018, before me, Chelsea R. Gates personally appeared Robert J. Kirchner, the Vice President of American National Insurance Company, a Texas insurance company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)



**EXHIBIT A**

The following described real property located in the City of South Jordan, Salt Lake County, Utah:

**Sale Parcel:**

Beginning at a point that lies South 00°54'50" West 440.00 feet along the section line from the Northeast of the Northwest Comer of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00°54'50" West 212.97 feet along the section line; thence North 89°27'04" West 619.27 feet to the Northeasterly line of a proposed power line easement; thence North 13°46'24" West 219.79 feet along said Northeasterly line; thence South 89°27'04" East 675.00 feet to the point of beginning. Property contains 3.164 acres.

**Master Parcel:**

Beginning at a point that lies South 00°54'50" West 652.97 feet along the section line from the Northeast of the Northwest Comer of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00°54'50" West 212.97 feet along said section line; thence North 89°27'04" West 563.10 feet to the Northeasterly line of a proposed power line easement; thence along said Northeasterly line the following three (3) courses; North 13°43'22" West 67.07 feet, and North 89°27'04" West 0.51 feet, and North 13°46'24" West 152.71 feet; thence leaving said Northeasterly line South 89°27'04" East 619.27 feet to the point of beginning. Property contains 2.891 acres.