WHEN RECORDED, RETURN TO:

Paperbox Developers, LLC Attn: Steven W. Farnsworth 180 N. University Ave., Ste. 200 Provo, UT 84601

Affects Parcel Nos. 15-01-129-041-0000 and 15-01-129-031-0000 PATCO NCS-7858 8-2

12999434 5/31/2019 11:47:00 AM \$40.00 Book - 10786 Pg - 8356-8358 RASHELLE HOBBS Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 3 P.

RECIPROCAL EASEMENT PARTIAL VACATION AGREEMENT

THIS RECIPROCAL EASEMENT PARTIAL VACATION AGREEMENT ("Partial Easement Vacation") is entered into as of May 2, 2019 by and between PAPERBOX DEVELOPERS, LLC, a Utah limited liability company ("Paperbox"), and PARAGON STATION, INC., a Utah corporation ("Paragon").

RECITALS

- A. Paragon and the Redevelopment Agency of Salt Lake City, a public agency (the "RDA") entered into a Reciprocal Easement and Purchase Option Agreement, which was recorded December 11, 2015 as Entry No. 12187271, in Book 10387, at Page 1635 of the Official Records of the Salt Lake County Recorder ("Easement Agreement").
- B. The Easement Agreement affects (1) the Paragon real property known by the street address 180 South 300 West, Salt Lake City, Utah and Salt Lake County Assessor's Parcel No. 15-01-129-031-0000 (the "Paragon Property"), and (2) the RDA real property known by the street address 340 West 200 South, Salt Lake City, Utah and Salt Lake County Assessor's Parcel No. 15-01-129-041-0000 (the "RDA Property").
- C. Pursuant to the Easement Agreement, the RDA granted Paragon a perpetual, nonexclusive access easement on, over and across a certain portion of the RDA Property (the "Paragon Access Easement").
- D. Paperbox purchased the RDA Property from the RDA and is the successor-in-interest to the RDA under the Easement Agreement.
- E. Paragon and Paperbox desire to amend the Easement Agreement to vacate that portion of the Paragon Access Easement more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein by reference (the "Vacated Easement Area").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties hereto agree as follows:

1. <u>Partial Vacation of Paragon Access Easement</u>. Paragon and Paperbox hereby unconditionally and irrevocably agree that all rights, duties, easements, covenants and obligations created by the Easement Agreement with respect to the Vacated Easement Area shall be and hereby are terminated and that the Easement Agreement shall have no further force or effect with respect to

the Vacated Easement Area. The Easement Agreement shall continue and full force and effect on that portion of the RDA Property subject to the Paragon Access Easement not constituting the Vacated Easement Area.

2. <u>Counterparts</u>. This Partial Easement Vacation may be executed in counterparts.

IN WITNESS WHEREOF, Paragon and Paperbox have entered into this Reciprocal Easement Partial Vacation Agreement as of the date first written above.

Paragon Station, Inc., a Utah corporation			
By: Micah W. Peters Its: President STATE OF UTAH COUNTY OF SALT LAKE The foregoing Reciproday of [May], 2019, by Micah My Commission Expires:) :ss) ocal Easement Vacation W. Peters, the Presiden	Notary Publi My Commiss Septemb Comm. Nu	trowledged before me this grant inc., a Utah corporation.
Paperbox Developers, LLC, a Utah limited liability compa By: Print Name: Title: Authorized Repr	any asentatul	110my I done	
STATE OF UTAH COUNTY OF Utah) :ss)		
The foregoing Recipro this 8 day of [May], 201 LLC, a Utah limited liability of My Commission Expires:	9, by Craia Biroh	am, the authorize	was acknowledged before me of Paperbox Developers, ROBERT M. FETZER NOTARY PUBLIC STATE OF UTAH COMMISSION# 700535 COMM. EXP. 06-18-2022

Exhibit A Legal Description of the Vacated Easement Area

A part of Lot 1, Block 66, Plat A, Salt Lake City Survey:

Beginning at a point on the West Line of 300 West Street located 120.59 feet South 0°03'03" East along said West Line from the Northeast Corner of said Lot 1; and running thence South 0°03'03" East 5.58 feet along said West Line; thence South 89°58'50" West 28.82 feet; thence South 0°01'10" East 1.40 feet; thence South 89°58'50" West 15.44 feet; thence North 0°01'10" West 3.40 feet; thence South 89°58'50" West 14.04 feet; thence North 0°01'10" West 1.88 feet; thence South 89°58'50" West 106.76 feet; thence North 0°02'36" West 1.72 feet; thence North 89°59'13" East 165.05 feet to the West Line of 300 West Street and the point of beginning.

Contains 502 sq. ft.