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5/31/2019 11:47:00 AM \$40.00
Book - 10786 Pg - 8359-8361
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 3 P.

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 15-01-129-029-0000

FATCO NCS- 785318-ai

RIGHT-OF-WAY PARTIAL VACATION AGREEMENT

THIS RIGHT-OF-WAY PARTIAL VACATION AGREEMENT (the “**Partial Vacation Agreement**”) is entered into as of May 8th, 2019 by and between TELEGRAPH EXCHANGE LLC, a Utah limited liability company (“**Telegraph Exchange**”), and PAPERBOX DEVELOPERS, LLC, a Utah limited liability company (“**Paperbox**”).

RECITALS

A. A certain Special Warranty Deed (the “**Special Warranty Deed**”) from Keyser Company, as Grantor, to Utah Paperbox Company (“**Utah Paperbox**”), as Grantee, which was recorded October 8, 1945 as Entry No. 1013525, in Book 441, at Page 40 of the Official Records of the Salt Lake County Recorder, reserved a right-of-way (the “**Right-of-Way**”) in favor of the Telegraph Exchange real property known by the street address 360 West 200 South, Salt Lake City, Utah and Salt Lake County Assessor’s Parcel No. 15-01-129-029-0000 (the “**Property**”).

B. Telegraph Exchange, as the successor-in-interest to Utah Paperbox under the Special Warranty Deed, desires to vacate its rights, easements, covenants and similar interests in a portion of the Right-of-Way more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “**Vacated Right-of-Way Area**”).

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

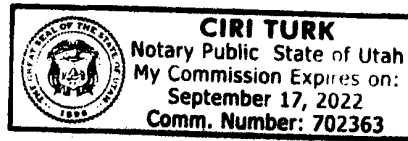
1. Partial Vacation of Right-of-Way Interest. Telegraph Exchange hereby unconditionally and irrevocably agrees that all rights, easements, covenants and similar interests created by the Special Warranty Deed with respect to the Vacated Right-of-Way Area shall be and hereby are terminated and that the reservations in the Special Warranty Deed shall have no further force or effect with respect to the Vacated Right-of-Way Area. The Special Warranty Deed shall continue and full force and effect on that portion of the Right of Way not constituting the Vacated Right-of-Way Area.

2. Counterparts. This Right-of Way Partial Vacation Agreement may be executed in counterparts.

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

Telegraph Exchange LLC,
a Utah limited liability company

By: [Signature]
Micah W. Peters
Its: Manager



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

The foregoing Right-of-Way Partial Vacation Agreement was acknowledged before me this ___ day of May 0th, 2019, by Micah W. Peters, the Manager of Telegraph Exchange LLC, a Utah limited liability company.

[Signature]
Notary Public

My Commission Expires:
9-17-2022

Paperbox Developers, LLC,
a Utah limited liability company

By: [Signature]
Print Name: Craig Bingham
Title: Authorized Representative

STATE OF UTAH)
) :ss
COUNTY OF UTAH)

The foregoing Right-of-Way Partial Vacation Agreement was acknowledged before me this 8th day of May ___, 2019, by Craig Bingham, the authorized representative of Paperbox Developers, LLC, a Utah limited liability company.

[Signature]
Notary Public

My Commission Expires:
6-18-2022

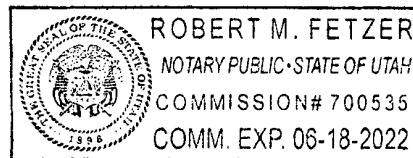


Exhibit A
Legal Description of the Vacated Right-of-Way Easement Area

A part of Lots 2 and 3, Block 66, Plat A, Salt Lake City Survey:

Beginning at a point on the North Line of said Lot 2 located 56.24 feet South 89°58'50" West from the Northeast Corner of said Lot 2; and running thence South 0°01'10" East 122.29 feet; thence South 89°58'50" West 38.36 feet; thence South 0°01'10" East 2.51 feet; thence South 89°58'50" West 58.51 feet; thence South 0°01'10" East 1.36 feet; thence South 89°58'50" West 35.13 feet; thence North 0°01'10" West 126.17 feet to the North Line of said Lot 3; thence North 89°58'50" East 132.00 feet along said North Line and the North Line of said Lot 2 to the point of beginning.

Contains 16,425 sq. ft.