

13057861
8/23/2019 10:52:00 AM \$40.00
Book - 10819 Pg - 9268-9270
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 3 P.

When recorded, mail to:

Brian D. Cunningham, Esq.
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

Tax Parcel No. 16-06-107-040; 16-06-107-041

CONSENT AND SUBORDINATION TO RECIPROCAL EASEMENTS AGREEMENT

CTIA 115370- E F F

THE UNDERSIGNED, KEYBANK NATIONAL ASSOCIATION, a national banking association (“*Lender*”), whose address is 36 South State Street, 25th Floor, Salt Lake City, Utah 84111 is the Beneficiary under that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of December 19, 2012 and recorded in the official records of Salt Lake County, Utah on December 21, 2012 as Entry No. 11541426 in Book 10090, beginning at Page 5275, as amended by the following instruments: (i) that certain Substitution of Trustee recorded in the official records of Salt Lake County, Utah, on October 2, 2013 as Entry No. 11735636 in Book 10182, beginning on Page 7068; (ii) that certain Partial Deed of Reconveyance dated October 2, 2013 and recorded in the official records of Salt Lake County, Utah on October 2, 2013 as Entry No. 11735637 in Book 10182, beginning on Page 7070; (iii) that certain Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated March 13, 2014 and recorded in the official records of Salt Lake County, Utah On March 14, 2014 as Entry No. 11818181 in Book 10217, beginning at Page 1053; (iv) that certain Second Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated August 14, 2014, and recorded on August 15, 2014 in the official records of Salt Lake County, Utah as Entry No. 11898118 in Book 10253, beginning at Page 2639; and (v) that certain Third Amendment to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated February 17, 2016 and recorded on March 31, 2016 as Entry No. 12250328 in Book 10416, beginning at Page 6112, in the official records of Salt Lake County, Utah (collectively, and as amended, the “*Deed of Trust*”).


Lender is also the Assignee under that certain Assignment of Leases and Rents dated as of December 19, 2012 and recorded in the official records of Salt Lake County, Utah on December 21, 2012 as Entry No. 11541427 in Book 10090, beginning at Page 5303, as amended by the following instruments: (i) that certain Release of Assignment of Leases and Rents executed on September 27, 2013 and recorded in the official records of Salt Lake County, Utah on October 2, 2013 as Entry No. 11735638 in Book 10182, beginning at Page 7071; and (ii) that certain First Amendment to Assignment of Leases and Rents dated August 14, 2014, and recorded on August 15, 2014 in the official records of Salt Lake County, Utah as Entry No. 11898119 in Book 10253, beginning at Page 2653 (collectively, and as amended, the “*Assignment of Leases and Rents*”).

With respect to that certain Reciprocal Easements Agreement executed on May 29, 2014 and recorded in the official records of Salt Lake County, Utah on June 4, 2014 as Entry No. 11860095 in Book 10235, beginning on Page 7647, as the same was amended pursuant to the terms of that certain Amendment to Reciprocal Easements Agreement dated as of December 6, 2017 and recorded in the official records of Salt Lake County, Utah on December 12, 2017 as Entry No. 12677786 in Book 10628, beginning on Page 8361 and which provides for easement rights over and across certain property as more fully described therein, including the property described on Exhibit A hereto, (collectively, and as amended, the “*Easement Agreement*”), Lender hereby consents to the Easement Agreement and agrees that: (i) the interests in and

rights given to the Lender in the Deed of Trust and the Assignment of Leases and Rents are, and shall at all times continue to be, subject and subordinate in all respects to the terms, covenants and provisions of the Easement Agreement; and (ii) the Easement Agreement shall be prior and superior to such interests and rights in such Deed of Trust and Assignment of Leases and Rents.

Dated August 21, 2019.

KEYBANK NATIONAL ASSOCIATION
a national banking association

By: 
Name: Nikolaus J. Muelleck
Title: Senior Vice President

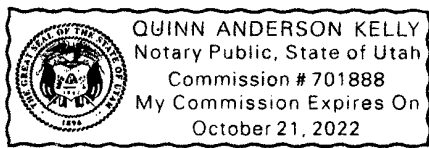
"Lender"

State of Utah)
 §
County of Salt Lake)

On this 21 day of August, in the year 2019, before me Quinn Kelly a, notary public, personally appeared NIKOLAUS J. MUELLECK, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

Witness my hand and seal.

[Seal]




Notary Public

EXHIBIT A

LEGAL DESCRIPTION

That certain real property located in Salt Lake County, Utah, and more particularly described as follows:

An access easement for Right of Way purposes within Lots 3, 4, and 7 of Block 71, Plat "A", Salt Lake City Survey, in the City of Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the East Right of Way Line of State Street located 174.00 feet South 0°01'43" East along said East Line from the Northwest Corner of said Lot 4 of Block 71; and running thence North 0°01'43" West 26.00 feet along said East Line; thence North 89°58'22" East 122.73 feet to a point of curvature; thence Northeasterly along the arc of a 25.00 foot radius curve to the left a distance of 39.27 feet (Central Angle equals 90°00'05" and Long Chord bears North 44°58'19" East 35.36 feet) to a point of tangency; thence North 0°01'43" West 49.50 feet; thence North 89°58'22" East 99.77 feet; thence North 0°01'43" West 10.50 feet; thence North 89°58'22" East 247.50 feet; thence South 0°01'43" East 7.00 feet; thence North 89°58'22" East 125.34 feet; thence North 86°22'46" East 33.44 feet; thence North 83°30'29" East 6.33 feet to the West Line of 200 East Street at a point being 67.19 feet South 0°01'43" East along said West Line from the Northeast Corner of Lot 7 in said Block 71; thence South 0°01'43" East 22.08 feet along said West Line; thence South 89°58'17" West 1.21 feet; thence South 78°49'37" West 5.28 feet to a point of curvature; thence Southwesterly along the arc of a 118.00 foot radius curve to the right a distance of 22.95 feet (Central Angle equals 11°08'44" and Long Chord bears South 84°23'59" West 22.92 feet) to a point of tangency; thence South 89°58'21" West 123.11 feet to a point of curvature; thence Northwesterly along the arc of a 98.00 foot radius curve to the right a distance of 18.48 feet (Central Angle equals 10°48'25" and Long Chord bears North 84°37'27" West 18.46 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 102.00 foot radius curve to the left a distance of 19.24 feet (Central Angle equals 10°48'25" and Long Chord bears North 84°37'26" West 19.21 feet) to a point of tangency; thence South 89°58'21" West 185.83 feet to a point of curvature; thence Southwesterly along the arc of a 102.00 foot radius curve to the left a distance of 16.68 feet (Central Angle equals 9°22'06" and Long Chord bears South 85°17'18" West 16.66 feet) to a point of reverse curvature; thence Southwesterly along the arc of a 118.00 foot radius curve to the right a distance of 19.29 feet (Central Angle equals 9°22'06" and Long Chord bear South 85°17'18" West 19.27 feet) to a point of tangency; thence South 89°58'21" West 54.94 feet; thence Southwesterly along the arc of a 20.00 foot radius curve to the left a distance of 22.81 feet (Center bears South 24°40'47" East, Central Angle equals 65°20'56" and Long Chord bears South 32°38'45" West 21.60 feet) to a point of tangency; thence South 0°01'43" East 63.91 feet; thence South 89°58'22" West 181.95 feet to the East Line of State Street and the point of beginning.

**Contains 18,917 sq. ft.
or 0.434 acres**