

After recording return to:

Comerica Bank
Mail Code: 7578
39200 W. Six Mile Road
Livonia, MI 48152

16-011540-22

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6/5/2017 1:31:00 PM \$43.00
Book - 10564 Pg - 5353-5366
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 14 P.

**AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FINANCING STATEMENT**

(Site 22, 10852 S. State Street, Sandy)
(Larry Miller Dodge)

This AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FINANCING STATEMENT ("Amendment") is made as of June 5, 2017 by MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability company ("Trustor" and "Borrower"), 9350 South 150 East, Suite 1000, Sandy, Utah 84070, and COMERICA BANK, a Texas banking association ("Comerica Bank," which designation shall include successors and assigns), as Administrative Agent for the Lenders (as defined below), as beneficiary (in such capacity, the "Agent," which designation shall include successors and assigns), 39200 Six Mile Road, Livonia, Michigan 48152: Attention: Commercial Loan Documentation, Mail Code 7578.

This Amendment amends that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement made as of June 5, 2012 and recorded on June 12, 2012 as Instrument No. 11408794 (the "2012 Deed of Trust"), real property records of Salt Lake County, Utah. The 2012 Deed of Trust remains in full force and effect, as modified hereby.

RECITALS

A. Pursuant to that certain Amended and Restated Credit Agreement of approximately even date herewith (as the same may be amended or otherwise modified from time to time, the "2017 Credit Agreement") made by and among Borrower, Agent, and the financial institutions named in and signatory to the 2017 Credit Agreement (individually a "Lender," and any and all such financial institutions collectively the "Lenders"), the Lenders agreed to extend credit to Borrower in the aggregate principal amount of Two Hundred Seventy-Nine Million and No/100 Dollars (\$279,000,000.00), on the terms set forth in the 2017 Credit Agreement. Pursuant to the 2017 Credit Agreement, Borrower has executed certain promissory notes (the "2017 Notes"), evidencing the credit extended under the 2017 Credit Agreement. The 2017 Credit Agreement amends and restates (but does not extinguish) the indebtedness of Borrower under that certain Credit Agreement dated as of June 5, 2012 (as amended from time to time, the "2012 Credit Agreement"), by and among Borrower, Agent and the Lenders and the promissory notes (the "2012 Notes") made pursuant thereto. The 2012 Credit Agreement amended and restated the indebtedness of Borrower under that Loan Agreement dated June 22, 2005 (the "2005 Credit Agreement") between Comerica Bank and

Borrower, assigned, with the promissory notes (“**2005 Notes**”) made pursuant thereto, to Agent by Comerica Bank.

B. Trustor previously executed and delivered to Trustee, for the benefit of Agent and the Lenders, the 2012 Deed of Trust, creating a deed of trust lien on the “Real Property” described in Exhibit A attached thereto and a security interest in the Property described therein, as security for the obligations of Borrower to Agent and the Lenders, as described therein.

C. The liens, security agreements and assignments granted by Trustor for the benefit of Agent and the Lenders in the 2012 Deed of Trust continue in full force and effect as security for the indebtedness and the obligations of Borrower under the 2012 Credit Agreement, the 2012 Notes and other “Obligations Secured” (as defined in the 2012 Deed of Trust) (the “**Existing Obligations Secured**”).

D. As a condition to the performance of their respective obligations under the 2017 Credit Agreement, the Lenders and Agent have required that Trustor provide this Amendment to the 2012 Deed of Trust to reflect and add the Indebtedness of Borrower under the 2017 Credit Agreement and 2017 Notes as “Obligations Secured” by the 2012 Deed of Trust, upon the terms and conditions outlined in this Amendment. The 2012 Deed of Trust, as amended hereby, is referred to herein as this “**Deed of Trust.**” This Deed of Trust secures, and continues to secure, the Obligations Secured by the 2012 Deed of Trust, as amended hereby.

E. Agent is acting as Agent for the Lenders pursuant to Article 11 of the 2017 Credit Agreement.

F. Trustor is the record owner of the real property described in Exhibit A attached hereto.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of securing the Obligations Secured (as defined below), when due, whether by stated maturity, demand, acceleration or otherwise, Trustor and Agent agree as follows:

1. **Accuracy of Recitals.** Trustor hereby acknowledges the accuracy of the foregoing Recitals which are incorporated herein by this reference.

2. **Amended Definitions.** From and after the date hereof, for all purposes under the Deed of Trust (as defined in Recital D) and under the Loan Documents (as defined in the 2017 Credit Agreement), (1) the term “**Deed of Trust**” shall mean the 2012 Deed of Trust as amended hereby, (2) the term “**Credit Agreement**” shall mean the 2017 Credit Agreement, and (3) the term “**Notes**” shall mean the 2017 Notes (as defined in the 2017 Credit Agreement). All capitalized terms used herein but not defined herein shall have the meanings given to such terms under the Credit Agreement.

3. **Amendment to Obligations Secured.** Article 1, Section 1 Obligations Secured of the Deed of Trust is hereby amended and restated in its entirety to read as follows (the

following obligations collectively referred to in the Deed of Trust as the “**Obligations Secured**” or, individually or collectively, the “**Indebtedness**”):

The payment and performance of all of the following:

1.1 All “Indebtedness” of Trustor (as defined in the Credit Agreement), including, without limitation, all obligations of Trustor arising under or in connection with the Credit Agreement and the Notes issued from time to time pursuant to the Credit Agreement, including the payment of all principal of and interest on the loans thereunder and all fees, expenses, indemnities and other amounts whatsoever now or hereafter from time to time owing by Trustor to Agent or the Lenders (or any of them) thereunder, and all present and future obligations of Credit Parties arising under or in connection with any of the other Loan Documents, but excluding the obligations arising under or in connection with the environmental Indemnity dated as of the date hereof made by Trustor in favor of Agent and the Lenders (as amended or otherwise modified from time to time, the “Environmental Indemnity”);

1.2 All obligations of Trustor for payment of all sums hereafter loaned, paid out, expended or advanced by or for the account of Agent or the Lenders (or any of them) under the terms of this Deed of Trust, the Credit Agreement, or the other Loan Documents, in connection with the Property (defined below) or any of the documents or instruments described in this Deed of Trust, the Credit Agreement or the other Loan Documents;

together with interest thereon as provided for herein or therein; and also as security for all costs (including, without limit, attorney fees) incurred by Agent or any Lender in establishing, determining, continuing, or defending the validity or priority of its lien or security interest, or to protect the value of the Property, or for any appraisal, environmental audit, title examination or title insurance policy relating to the Property, or in pursuing its rights and remedies under this Deed of Trust, the Credit Agreement or the other Loan Documents; all costs (including, without limit, attorney fees) incurred by Agent or any Lender in connection with any suit or claim involving or against Agent and/or the Lenders in any way related to the Property, the Indebtedness or this Deed of Trust; all costs (including, without limit, attorney fees) of Agent or any Lender in collecting Indebtedness; all other Indebtedness, whether direct, indirect, absolute or contingent, owing to the Agent and the Lenders in any manner under the Credit Agreement or the Loan Documents, which hereafter become due, or that may hereafter be incurred to or acquired (pursuant to the Credit Agreement or the other Loan Documents) by the Lenders; and all replacements, consolidations, amendments, renewals or extensions of the foregoing (each of which modifications, replacements, consolidations, amendments, renewals or extensions shall enjoy the same priority as the initial loans made thereunder).

Subject to the Credit Agreement, and as part of the Obligations Secured, Trustor agrees to pay Agent, upon demand, all costs incurred by Agent and/or the

Lenders which constitute Indebtedness, and until paid all costs shall bear interest from the time incurred at the highest per annum rate applicable to any of the Indebtedness, but not in excess of the maximum rate permitted by law. Any reference in this Deed of Trust to attorney fees shall be deemed a reference to all reasonable fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise.

For avoidance of doubt, and notwithstanding any other provision of this Deed of Trust, the Environmental Indemnity and any similar indemnity provisions contained in this Deed of Trust or the other Loan Documents and relating to the subject matter contained in the Environmental Indemnity, are not secured by this Deed of Trust.

4. **Amendment to Exhibit A/Real Property.** Exhibit A to the 2012 Deed of Trust is hereby deleted in its entirety and is replaced with Exhibit A attached hereto, which is incorporated herein and made a part of this Deed of Trust. The term “**Real Property**” as used in this Deed of Trust, and for all purposes of this Deed of Trust, the Credit Agreement, and the other Loan Documents, shall mean and refer to the real property described in Exhibit A attached to this Amendment. Trustor hereby affirms the grant and conveyance under the Deed of Trust, and hereby grants and conveys unto Trustee, IN TRUST WITH POWER OF SALE, for the purposes set forth in the Deed of Trust, the real property situated in Salt Lake County, State of Utah, as described in Exhibit A attached hereto, together with all of the property, real and personal, rights and interests described in granting clauses A through M of the Deed of Trust as such pertain to the Real Property as amended hereby (collectively, the “**Property**”), TO HAVE AND TO HOLD the same, IN TRUST, NEVERTHELESS, for the purpose of securing the Obligations Secured.

5. **Amendment to Section 7.4, Deed of Trust as Security Agreement and Affirmation of Grant of Security Interest.** Trustor hereby affirms the grant of a security interest in the Property as provided in Section 7.4 of the 2012 Deed of Trust and hereby grants to Agent, for the benefit of the Lenders, a security interest in and to all items of Property covered by this Deed of Trust that consist of fixtures, as-extracted collateral, rights in action, accounts receivable and other personal property in which a security interest can be granted under the Uniform Commercial Code. This Deed of Trust is intended to be also a security agreement and a financing statement and, upon recording of this Deed of Trust in the real property records of Salt Lake County, Utah, shall perfect the security interests created hereby in fixtures and as-extracted collateral (as such terms are defined in the Uniform Commercial Code). The last sentence of Section 7.4 Deed of Trust as Security Agreement and Financing Statement is hereby amended and restated in its entirety to read as follows:

“Uniform Commercial Code” means the Uniform Commercial Code, as amended or recodified from time to time, in effect in the State of Utah.

6. **Affirmation of Assignment of Leases and Rents.** Trustor hereby affirms the assignment of Leases and Rents (as such terms are defined in the 2012 Deed of Trust, with respect to the Real Property as defined herein) to Agent, under and on the terms of Article 4 of the Deed of Trust, and hereby assigns, transfers, and sets over to Agent for the benefit of the Lenders (i) the Rents, (ii) the Leases, all guaranties of any lessee's obligations under the Leases, and any modifications or renewals of the Leases and such guaranties, (iii) any award or other payment to which Borrower may become entitled with respect to the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the tenants under the Leases, and (iv) all payments made by or on behalf of any tenant of any part of the Property in lieu of Rent. Without limiting the foregoing, the term "**Leases**" shall include, among other Leases, that certain Lease Agreement dated November 1, 2016 (the "**Miller Lease**") between Trustor and Larry H. Miller Corporation – Southtowne Automall dba Larry H. Miller Dodge, a Utah corporation (the "**Miller Lessee**") and the term "**Rents**" shall include all lease and other payments owing to Trustor under and pursuant to the Miller Lease. Reference is made to that Subordination, Attornment and Non-Disturbance Agreement dated as of the date hereof, given by the Miller Lessee to Agent, for the benefit of the Lenders, and recorded in the real property records of Salt Lake County, Utah.

7. **Replacement of Exhibit B, Permitted Exceptions.** Exhibit B of the Deed of Trust is hereby deleted in its entirety and is replaced with Exhibit B attached hereto, which is incorporated herein and made a part of this Deed of Trust. The term "**Permitted Exceptions**" as used in this Deed of Trust, and for all purposes of this Deed of Trust shall mean the exceptions listed in Exhibit B attached to this Amendment.

8. **Fees and Expenses.** Trustor shall pay all fees and expenses (including, but not limited to, recording fees, endorsement fees, and attorneys' fees) in connection with the preparation, execution and recording of this Amendment.

9. **Effectiveness of Prior Instruments.** Except as amended by this Amendment, all terms and conditions contained in the 2012 Deed of Trust remain in full force and effect in accordance with its terms, including any reference in the 2012 Deed of Trust to future credit secured by the 2012 Deed of Trust; and nothing herein will affect the priority of the 2012 Deed of Trust. All representations and warranties contained in the 2012 Deed of Trust are hereby affirmed and confirmed as of the date hereof. All collateral previously provided to secure the 2005 Notes, the 2012 Notes and other Indebtedness continues as security for the 2017 Notes, other Indebtedness, and Trustor's obligations under this Deed of Trust. All guaranties given to guaranty obligations under the 2005 Notes, the 2012 Notes and other Indebtedness remain in full force and effect and continue to guaranty the 2017 Notes and all other Indebtedness. The 2017 Credit Agreement, and this Amendment, are amendments, not a novation, reflecting a modification to the underlying Obligations Secured. Nothing herein contained shall impair or otherwise affect the security interests and liens established under the 2012 Deed of Trust, which security interests and liens shall continue in full force and effect with all priorities unchanged.

10. **No Waiver of Defaults; Warranties.** This Amendment shall not be construed as or be deemed to be a waiver by Agent or any Lender of existing defaults by Trustor whether

known or undiscovered. All agreements, representations and warranties made in the 2012 Deed of Trust as amended hereby shall survive the execution of this Amendment.

11. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

12. **Receipt of Copy.** Trustor hereby acknowledges the receipt of a copy of this Amendment together with a copy of each promissory note secured hereby.

13. **Transferable Record.** This Amendment is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, Agent may, on behalf of Trustor, create a microfilm or optical disk or other electronic image of this Amendment that is an authoritative copy as defined in such law. Agent may store the authoritative copy of such Amendment in its electronic form and then destroy the paper original as part of Agent's normal business practices. Agent, on its own behalf and on behalf of the Lenders, may control and transfer such authoritative copy as permitted by such law.

14. **Authorization.** Trustor represents and warrants that the execution, delivery and performance of this Amendment and the documents referenced herein are within the organizational powers (as applicable) of Trustor and have been duly authorized by all necessary organizational action.


IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AMENDMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AMENDMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

[The next page is the signature page.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set forth above.

TRUSTOR:

MILLER FAMILY REAL ESTATE, L.L.C.,
a Utah limited liability company

By: 
Scott Bates
President

AGENT/BENEFICIARY:

COMERICA BANK,
a Texas banking association

By: _____
Name: Steven J. Engel
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first set forth above.

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MILLER FAMILY REAL ESTATE, L.L.C.,
a Utah limited liability company

By: _____
Scott Bates
President

AGENT/BENEFICIARY:

COMERICA BANK,
a Texas banking association

By: Steven J Engel
Name: Steven J. Engel
Title: Vice President

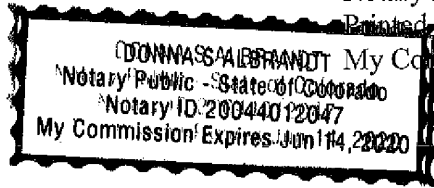
AGENT/BENEFICIARY NOTARIZATION

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 26 day of May, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. ENGEL, known or proved to me to be a Vice President of COMERICA BANK, a Texas banking association, the person who subscribed said banking association's name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said banking association, and that such banking association executed the same.

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: Donna S. Albrandt
Printed Name: Donna S Albrandt
My Commission Expires 6-14-20



**EXHIBIT A TO AMENDMENT TO
DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY
AGREEMENT AND FINANCING STATEMENT**

LEGAL DESCRIPTION OF REAL PROPERTY

Parcel 1

A portion of land located in the Southwest corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as follows:

Beginning on the Westerly right-of-way line of State Street, said point being the Northeast corner of the Utah Auto Mall Phase 1 Subdivision, as recorded with the office of the Salt Lake County Recorder, said point also being South 87° 49' 05" East 134.930 to a found brass cap monument at the intersection of 10600 South Street and State Street and South 00° 03' 19" East 1,483.321 feet along the monument line of State Street and South 89° 56' 41" West 49.500 feet from the East quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence Southerly and Westerly along the boundary of said Utah Auto Mall Phase 1 Subdivision the following five (5) courses: (1) South 00° 03' 19" East 191.440 feet to a point of curvature; (2) Southwesterly along the arc of a 36.000 foot radius curve to the right through a central angle of 90° 03' 19" a distance of 56.583 feet; (3) West 213.948 feet; (4) South 7.000 feet; (5) West 66.369 feet to the Southeast corner of Lot 37 of said Utah Auto Mall Phase 1 Subdivision; thence North along the East line of said Lot 37, 311.330 feet; thence West 149.990 feet to a point on the East line of Lot 36 of said Utah Auto Mall Phase 1 Subdivision; thence North along said East line of Lot 36, 89.897 feet to a point on the South line of Carlson Subdivision Amended (Amending and Extending Parcel 1), as recorded with the office of The Salt Lake County Recorder, said point being the Northeast corner of said Lot 36; thence Easterly and Southerly along said South line of Carlson Subdivision Amended the following three (3) courses: (1) East 341.19 feet (record) (measured as 342.129 feet); (2) South 01° 07' 48" East 77.02 feet (record) (measured as South 00° 03' 30" East 74.800 feet); (3) North 89° 49' 58" East 123.33 feet (record) (measured as North 89° 28' 30" East 123.830 feet) to a point on the West right-of-way line of State Street; thence South 00° 03' 19" East along said West line of 90.10 feet (record) (measured as 93.09 feet) to the point of beginning.

27-13-478-012

Parcel 2

Beginning at the Northeast corner of Lot 37, Utah Auto Mall Phase 1 Subdivision as recorded with the office of the Salt Lake County Recorder, said point being North 00° 00' 14" West 1155.10 feet and West 229.470 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South along the East line of said Lot 37, 234.474 feet to the Southeast corner of said Lot 37; thence West 149.990 feet to the Southeast corner of Lot 36 of said Utah Auto Mall Phase 1 Subdivision; thence North along the West line of said Lot 36, 311.330 feet; thence East 149.990 feet; thence South 76.856 feet to the point of beginning.

27-13-478-011

Less and excepting those portions in that certain Warranty Deed of Dedication dated December 3, 2015, recorded January 6, 2016 as Entry No. 12200521, in Book 10393 at Page 4258, further described as follows:

A part of the Southwest Quarter of Section 19, Township 3, South Range 1 East and the Southeast Quarter of Section 13, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at the Northeast corner of Lot 39 of the Utah Auto Mall Phase 1 Subdivision on the West line of State Street as it exists at 49.50 foot half-width located 1155.10 feet North 0°00'14" West along the Section line and

Continued

86.66 feet East from the Southwest corner of said Section 18; and running thence South $0^{\circ}03'19''$ East 191.44 feet along said West line to a point of curvature; thence Southwesterly along the arc of a 36.00 foot radius curve to the right a distance of 56.58 feet (central angle equals $90^{\circ}03'19''$ and long chord bears South $44^{\circ}58'20''$ West 50.94 feet) to a point of tangency on the North line of Motor Park Avenue as it exists at 40.00 foot half-width; thence West 213.948 feet along said North line; thence North 1.00 feet; thence East 204.95 feet to a point of curvature; thence Northeasterly along the arc of a 36.00 foot radius curve to the left a distance of 56.58 feet (central angle equals $90^{\circ}03'19''$ and long chord bears North $44^{\circ}48'20''$ East 50.94 feet) to a point of tangency; thence North $0^{\circ}03'19''$ West 283.45 feet to the North line of Grantor's property; thence North $89^{\circ}28'30''$ East 9.00 feet along said North line to the West line of State Street; thence South $0^{\circ}03'19''$ East 93.09 feet along said West line to the point of beginning.

ALSO:

Beginning at an angle point in the North line of Motor Park Avenue as it exists at 33.0 foot half-width located 920.64 feet North $0^{\circ}00'14''$ West along the Section line, and 163.12 feet West from the Southeast corner of said Section 13; and thence West 216.36 feet along said North line of Motor Park Avenue to the West line of Grantor's property; thence North 1.00 feet along said West line; thence East 216.36 feet to the jog in the North line of Motor Park Avenue; thence South 1.00 feet along said jog to the point of beginning.

Parcel 3:

A non-exclusive and perpetual Easement as created by that certain Storm Drain Easement Agreement dated December 22, 2015 and recorded December 23, 2015 as Entry No. 12194675 in Book 10390 at Page 6991 official records of Salt Lake County, Utah. Further described as:

A 10.0 foot wide Easement for Storm Drain pipeline facilities being 5.0 feet each side of the following described centerline:

A part of Lots 34, 35 and 36 of the UTAH AUTO MALL, PHASE I, a subdivision within Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East line of said Lot 36 located 13.54 feet South along said East line from the Northeast corner of said Lot 36; and running thence West 21.85 feet; thence South $89^{\circ}45'47''$ West 233.65 feet; thence North $87^{\circ}55'35''$ West 198.37 feet; thence North $86^{\circ}32'42''$ West 77.13 feet; thence North $86^{\circ}18'02''$ West 39.95 feet to a point on the East line of Auto Mall Drive and the endpoint of this easement centerline.

Part of Tax ID No. 27-13-478-001, 27-13-478-002 27-13-478-003 and 27-13-478-004

**EXHIBIT B TO AMENDMENT TO
DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY
AGREEMENT AND FINANCING STATEMENT**

PERMITTED EXCEPTIONS

1. Taxes for the year 2017 are a lien, not yet due or payable.
2. Said property is included within the boundaries of Sandy City, South Valley Sewer District and Metropolitan Water District of Salt Lake and Sandy, and is subject to the charges and assessments thereof.
3. Easements, Notes and/or Setback Lines as delineated and/or dedicated on the Official Recorded Plat.
4. Notice of Adoption of Redevelopment Plan entitled "Civic Center South Neighborhood Development Plan" and dated November 1, 1989 recorded January 22, 1990 as Entry No. 4873280 in Book 6192, Page 1187 of Official Records.

Ordinance 89-59 of the City of Sandy, Utah adopting the Civic Center South Project Area Redevelopment Plan entitled "Civic Center South Neighborhood Development Plan" dated November 1, 1989, recorded February 23, 1990 as Entry No. 4884602 in Book 6200, Page 24 of Official Records.
5. Resolution No. 90-31c by the City Council of Sandy City, dated March 27, 1990, to create "Sandy City, Utah Special Improvement District No. 90-1, recorded July 9, 1990 as Entry No. 4938315 in Book 6234, Page 2899 of Official Records and re-recorded August 28, 1990 as Entry No. 4958685, Book 6248, Page 144 of Official Records.
6. Resolution No. 90-59 C by Sandy City, being a resolution to create Sandy City, Utah Special Improvement District No. 90-1, and the charges and assessments levied thereunder; recorded November 19, 1990 as Entry No. 4990624 in Book 6268 at page 2638, of Official Records.
7. Subject real property is located within the bounds of Civic Center South Neighborhood Development Plan and is subject to charges and assessments thereof, as disclosed by that certain Deed recorded August 20, 1992 as Entry No. 5315547 in Book 6504, at page 2797, of Official Records.
8. Resolution No. 92-58 C by Sandy City, being a resolution to create Sandy City, Utah Special Improvement District No. 90-1, and the charges and assessments levied thereunder; recorded September 11, 1992 as Entry No. 5329250 in Book 6516 at page 2844, of Official Records.
9. COVENANTS, CONDITIONS, RESTRICTIONS and/or EASEMENTS, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law:
Recorded: September 25, 1992
Entry No.: 5338559
Book/Page: 6524/906
10. EASEMENT AS DELINEATED and/or DEDICATED ON THE RECORDED PLAT:
Purpose: Public Utilities, and incidental purposes
Affects: Northerly 14 feet of Lots 34, 35 and 36; Westerly 10 feet of Lot 34; Northerly and Southerly 10 feet of Lots 34, 35 and 36
(Affects Parcel 3)

11. **EASEMENT AS DELINEATED and/or DEDICATED ON THE RECORDED PLAT:**
Purpose: Landscape, and incidental purposes
Affects: Northwestern corner of Lot 34; Southeastly corner of Lot 36
(Affects Parcel 3)
12. **Notice of Approval of Property Line Adjustment and the terms, conditions and limitations contained therein:**
Recorded: November 18, 2004
Entry No.: 9226646
Book/Page: 9062/3077
13. **DEED OF TRUST:**
Trustor: Miller Family Real Estate, LLC
Trustee: Founders Title Company
Beneficiary: Comerica Bank, a Texas banking association as Administrative Agent
Amount: \$280,000,000.00, plus interest
Dated: June 5, 2012
Recorded: June 12, 2012
Entry No.: 11408794
Book/Page: 10025/5138