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Gary W. Ott  
Recorder, Salt Lake County, UT  
BONNEVILLE SUPERIOR TITLE  
BY: eCASH, DEPUTY - EF 27 P.

BST # 01459-10286

15-33-201-014, 15-33-201-006, 15-33-201-012-2000, 15-33-201-012-2001,  
15-33-251-007, 15-33-251-008, 15-33-251-011, 15-33-251-009, 15-33-251-010,  
15-33-276-005, 15-33-276-007, 15-33-276-010, 15-33-276-011, 15-33-276-009 and  

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15-33-201-013

**CF III SH VALLEY FAIR, LLC**  
(Trustor)

to

**BONNEVILLE SUPERIOR TITLE COMPANY, INC.**

(Trustee)

for the Benefit of

**PFP HOLDING COMPANY IV, LLC**  
(Beneficiary)

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**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

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Dated: As of February 3, 2015

Property Location: Valley Fair Mall  
3601 South Constitution Boulevard  
Salt Lake City, Utah

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

Kaye Scholer LLP  
250 West 55<sup>th</sup> Street  
New York, New York 10019-9710  
Attention: Aaron Lehrfield, Esq.

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "*Deed of Trust*"), made as of February 3, 2015 by **CF III SH VALLEY FAIR, LLC**, a Delaware limited liability company, having an office at 3601 S Constitution Blvd, Suite G-128, West Valley City, Utah 84119 (together with its successors and permitted assigns, "*Trustor*"), to **BONNEVILLE SUPERIOR TITLE COMPANY, INC.**, a Utah corporation, having an address at 1518 North Woodland Park Drive, Layton, Utah 84041 ("*Trustee*"), as trustee, for the benefit of **PFP HOLDING COMPANY IV, LLC**, a Delaware limited liability company (together with its successors and assigns, "*Beneficiary*"), having an address c/o Prime Finance Partners, 233 North Michigan Avenue, Suite 1915, Chicago, Illinois 60601.

Beneficiary, as lender, and Trustor, as borrower, have entered into a Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated, replaced or supplemented from time to time, the "*Loan Agreement*") pursuant to which Beneficiary is making a secured loan to Trustor in the maximum principal amount of up to EIGHTY-EIGHT MILLION FIVE HUNDRED THOUSAND (\$88,500,000) (the "*Loan*"). Capitalized terms used herein without definition are defined in the Loan Agreement. The Loan is evidenced by a Promissory Note dated the date hereof made by Trustor to Beneficiary in such maximum principal amount (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "*Note*").

To secure the payment of the Note, all amounts that may be advanced from and after the date hereof in accordance with the Loan Agreement, and all sums which may or shall become due thereunder or under any of the other documents evidencing or securing the Loan or executed in favor of Beneficiary in connection with the Loan (the Note, this Deed of Trust, the Loan Agreement and such other documents, as any of the same may, from time to time, be modified, amended, restated, replaced or supplemented, being hereinafter collectively referred to as the "*Loan Documents*"), including (i) the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against Trustor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code (the "*Bankruptcy Code*"), and (ii) the costs and expenses of enforcing any provision of any Loan Document (all such sums being hereinafter collectively referred to as the "*Debt*"), Trustor has given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed, warranted, pledged, assigned and hypothecated and by these presents does hereby give, grant, bargain, sell, alien, enfeoff, convey, confirm, warrant, pledge, assign and hypothecate unto Trustee, in trust for the benefit of Beneficiary, **WITH POWER OF SALE**, the land described in Exhibit A (the "*Premises*"), and the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "*Improvements*");

**TOGETHER WITH:** all right, title, interest and estate of Trustor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "*Trust Property*");

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development

rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof; and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Trustor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Trustor, or in which Trustor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "*Equipment*"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Trustor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Trust Property is located (the "*UCC*"), superior in lien to the lien of this Deed of Trust;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) all leases, subleases and other rental agreements, licenses or similar arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any guarantees, extensions, renewals, modifications or amendments thereof and all additional remainders, reversions and other rights and estates appurtenant thereunder (hereinafter collectively referred to as the "*Leases*") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding) or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payment and consideration of whatever form or nature received by or paid to or for the account of or benefit of Trustor or its agents or employees from any and all sources arising from or attributable to the Premises and/or the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Trustor or any of its agents or employees, and proceeds, if any, from business interruption or other loss

of income insurance (hereinafter collectively referred to as the "*Rents*"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt as provided in the Loan Documents;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Trust Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Trust Property;

(f) the right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought with respect to the Trust Property and to commence any action or proceeding to protect the interest of Beneficiary in the Trust Property;

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Trust Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Trust Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Trust Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "*Intangibles*");

(h) any interest rate protection arrangement to which Trustor is a party, including the Interest Rate Protection Agreement, and all agreements, instruments, documents and contracts now or hereafter entered into by Trustor with respect to any such interest rate protection arrangement, including the Interest Rate Protection Agreement; and

(i) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Without limiting the generality of any of the foregoing, in the event that a case under the Bankruptcy Code is commenced by or against Trustor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by this Deed of Trust shall automatically extend to all Rents acquired by Trustor after the commencement of the case and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

**TO HAVE AND TO HOLD** the Trust Property unto Trustee, its heirs, successors and assigns for the benefit of Beneficiary, its heirs, successors and assigns, forever;

**PROVIDED, HOWEVER,** these presents are upon the express condition that, if Trustor shall well and truly pay to Beneficiary the Debt at the time and in the manner provided in the Loan Documents and shall well and truly abide by and comply with each and every covenant

and condition set forth in the Loan Documents in a timely manner, these presents and the estate hereby granted shall cease, terminate and be void;

**AND** Trustor represents and warrants to and covenants and agrees with Beneficiary as follows:

1. **Payment of Debt and Incorporation of Covenants, Conditions and Agreements.** Trustor shall pay the Debt at the time and in the manner provided in the Loan Documents. All the covenants, conditions and agreements contained in the Loan Documents are hereby made a part of this Deed of Trust to the same extent and with the same force as if fully set forth herein. Without limiting the generality of the foregoing, Trustor (i) agrees to insure, repair, maintain and restore damage to the Trust Property, pay Taxes and other charges, and comply with Legal Requirements, in accordance with the Loan Agreement, and (ii) agrees that the Proceeds of Insurance and Awards for Condemnation shall be settled, held and applied in accordance with the Loan Agreement.

2. **Leases and Rents.**

(a) Trustor does hereby absolutely and unconditionally assign to Beneficiary, all of Trustor's right, title and interest in all current and future Leases and Rents for so long as any of the Debt is outstanding, it being intended by Trustor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Such assignment shall not be construed to bind Beneficiary to the performance of any of the covenants or provisions contained in any Lease or otherwise impose any obligation upon Beneficiary. Nevertheless, subject to the terms of this paragraph, Beneficiary grants to Trustor a revocable license to operate and manage the Trust Property and to collect the Rents subject to the requirements of the Loan Agreement (including the deposit of Rents into the Clearing Account). Upon an Event of Default, without the need for notice or demand, the license granted to Trustor herein shall automatically be revoked, and Beneficiary shall immediately be entitled to possession of all Rents in (or required by the terms of the Loan Documents to be deposited in) the Clearing Account and the Deposit Account (including all Subaccounts thereof) and all Rents collected thereafter (including Rents past due and unpaid), whether or not Beneficiary enters upon or takes control of the Trust Property. Trustor hereby grants and assigns to Beneficiary the right, at Beneficiary's option, upon revocation of the license granted herein, to enter upon the Trust Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of such license may be applied toward payment of the Debt in such priority and proportions as Beneficiary in its sole discretion shall deem proper.

(b) Trustor shall not enter into, modify, amend, cancel, terminate or renew any Lease except as provided in Section 5.9 of the Loan Agreement.

3. **Use of Trust Property.** Trustor shall not initiate, join in, acquiesce in or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Trust Property, or grant any easement or right of way with respect to the Trust Property without Beneficiary's prior written consent. If under applicable zoning provisions the use of the Trust Property is or shall become a nonconforming use, Trustor shall not cause or permit such nonconforming use to be discontinued

or abandoned without the consent of Beneficiary. Trustor shall not (i) change the use of the Trust Property, (ii) permit or suffer to occur any waste on or to the Trust Property, (iii) take any action that might invalidate any insurance carried on the Trust Property or (iv) take any steps to convert the Trust Property to a condominium or cooperative form of ownership.

**4. Transfer or Encumbrance of the Trust Property.**

(a) Trustor acknowledges that (i) Beneficiary has examined and relied on the creditworthiness and experience of the principals of Trustor in owning and operating properties such as the Trust Property in agreeing to make the Loan, (ii) Beneficiary will continue to rely on Trustor's ownership of the Trust Property as a means of maintaining the value of the Trust Property as security for the Debt, and (iii) Beneficiary has a valid interest in maintaining the value of the Trust Property so as to ensure that, should Trustor default in the repayment of the Debt, Beneficiary can recover the Debt by a sale of the Trust Property. Trustor shall not sell, convey, alienate, mortgage, encumber, pledge or otherwise transfer the Trust Property or any part thereof, or suffer or permit any Transfer to occur, other than a Permitted Transfer.

(b) Beneficiary shall not be required to demonstrate any actual impairment of its security or any increased risk of default under the Loan Documents in order to declare the Debt immediately due and payable upon any Transfer in violation of this Paragraph 4. This provision shall apply to every sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Trust Property (and every other Transfer) regardless of whether voluntary or not. Any Transfer made in contravention of this Paragraph 4 shall be null and void and of no force and effect. Trustor agrees to bear and shall pay or reimburse Beneficiary on demand for all reasonable out-of-pocket expenses (including reasonable attorneys' fees and disbursements, title search costs and title insurance endorsement premiums) incurred by Beneficiary in connection with the review, approval and documentation of any Permitted Transfer.

**5. Changes in Laws Regarding Taxation.** If any law is enacted or adopted or amended after the date of this Deed of Trust which deducts the Debt from the value of the Trust Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Beneficiary's interest in the Trust Property, Trustor will pay such tax, with interest and penalties thereon, if any. If Beneficiary is advised by its counsel that the payment of such tax or interest and penalties by Trustor would be unlawful, taxable to Beneficiary or unenforceable, or would provide the basis for a defense of usury, then Beneficiary shall have the option, by notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

**6. No Credits on Account of the Debt.** Trustor shall not claim or demand or be entitled to any credit on account of the Debt for any part of the Taxes or other charges assessed against the Trust Property, and no deduction shall otherwise be made or claimed from the assessed value of the Trust Property for real estate tax purposes by reason of this Deed of Trust or the Debt. If such claim, credit or deduction shall be required by law, Beneficiary shall have the option, by notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

7. **Further Acts, Etc.** Trustor shall, at its sole cost, perform, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Beneficiary shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Beneficiary the property and rights hereby mortgaged, given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed, pledged, assigned and hypothecated or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Beneficiary, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering or recording this Deed of Trust or for facilitating the sale and transfer of the Loan and the Loan Documents in connection with a "Secondary Market Transaction" as described in Section 9.1 of the Loan Agreement. Upon foreclosure, the appointment of a receiver or any other relevant action, Trustor shall, at its sole cost, cooperate fully and completely to effect the assignment or transfer of any license, permit, agreement or any other right necessary or useful to the operation of the Trust Property. Trustor grants to Beneficiary an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Beneficiary at law and in equity, including such rights and remedies available to Beneficiary pursuant to this paragraph.

8. **Recording of Deed of Trust, Etc.** Trustor forthwith upon the execution and delivery of this Deed of Trust and thereafter, from time to time, shall cause this Deed of Trust, and any security instrument creating a lien or security interest or evidencing the lien hereof upon the Trust Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien or security interest hereof upon, and the interest of Beneficiary in, the Trust Property. Trustor shall pay all filing, registration or recording fees, all expenses incident to the preparation, execution and acknowledgment of and all federal, state, county and municipal, taxes, duties, imposts, documentary stamps, assessments and charges arising out of or in connection with the execution and delivery of, this Deed of Trust, any Deed of Trust supplemental hereto, any security instrument with respect to the Trust Property or any instrument of further assurance, except where prohibited by law so to do. Trustor shall hold harmless and indemnify Beneficiary, and its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making or recording of this Deed of Trust.

9. **Right to Cure Defaults.** Upon the occurrence of any Event of Default, Beneficiary may, but without any obligation to do so and without notice to or demand on Trustor except as may be required under the Loan Agreement or other Loan Documents and without releasing Trustor from any obligation hereunder, perform the obligations in Default in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof. Beneficiary is authorized to enter upon the Trust Property for such purposes or appear in, defend or bring any action or proceeding to protect its interest in the Trust Property or to foreclose this Deed of Trust or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees and disbursements to the extent permitted by law), with interest thereon at the Default Rate for the period after notice from Beneficiary that such cost or expense was incurred to the date of payment to Beneficiary, shall constitute a portion of the Debt, shall be secured by

this Deed of Trust and the other Loan Documents and shall be due and payable to Beneficiary upon demand.

**10. Remedies.**

(a) Upon the occurrence of any Event of Default, Beneficiary may take such action, without notice or demand except as required under the Loan Documents, as it deems advisable to protect and enforce its rights against Trustor and in and to the Trust Property, itself or otherwise, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole and absolute discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary:

- (i) declare the entire Debt to be immediately due and payable;
- (ii) institute a proceeding or proceedings, judicial or nonjudicial, to the extent permitted by law, by advertisement or otherwise, for the complete foreclosure of this Deed of Trust, in which case the Trust Property may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (iii) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Debt then due and payable, subject to the continuing lien of this Deed of Trust for the balance of the Debt not then due;
- (iv) sell for cash or upon credit the Trust Property and all estate, claim, demand, right, title and interest of Trustor therein and rights of redemption thereof, pursuant to the power of sale, to the extent permitted by law, or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;
- (v) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in any other Loan Document;
- (vi) recover judgment on the Note either before, during or after any proceeding for the enforcement of this Deed of Trust;
- (vii) apply for the appointment of a trustee, receiver, liquidator or conservator of the Trust Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of the Trustor or of any Person liable for the payment of the Debt;
- (viii) enforce Beneficiary's interest in the Leases and Rents and enter into or upon the Trust Property, either personally or by its agents, nominees or attorneys and dispossess Trustor and its agents and employees therefrom, and Beneficiary may (A) use, operate, manage, control, insure, maintain, repair, restore and otherwise



deal with the Trust Property and conduct the business thereat; (B) complete any construction on the Trust Property in such manner and form as Beneficiary deems advisable; (C) make alterations, additions, renewals, replacements and improvements to or on the Trust Property; (D) exercise all rights and powers of Trustor with respect to the Trust Property, whether in the name of Trustor or otherwise, including the right to make, cancel, enforce or modify Leases in accordance with the terms of the Loan Agreement, obtain and evict tenants, and demand, sue for, collect and receive Rents; and (E) apply the receipts from the Trust Property to the payment of the Debt, after deducting therefrom all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, insurance and other charges in connection with the Trust Property, as well as just and reasonable compensation for the services of Beneficiary and its counsel, agents and employees;

(ix) require Trustor to pay monthly in advance to Beneficiary or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of any portion of the Trust Property occupied by Trustor, and require Trustor to vacate and surrender possession of the Trust Property to Beneficiary or to such receiver, and, in default thereof, evict Trustor by summary proceedings or otherwise;

(x) pursue such other rights and remedies as may be available at law or in equity or under the UCC, including the right to receive and/or establish a lock box for all Rents and proceeds from the Intangibles and any other receivables or rights to payments of Trustor relating to the Trust Property; or

(xi) give such notice of default and of election to cause the Trust Property to be sold as may be required by law or as may be necessary to cause Trustee to exercise the power of sale granted herein; Trustee shall then record and give such notice of Trustee's sale as then required by law and, after the expiration of such time as may be required by law, may sell the Trust Property at the time and place specified in the notice of sale, as a whole or in separate parcels as directed by Beneficiary, or by Trustor to the extent required by law, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, all in accordance with applicable law. Trustee, from time to time, may postpone or continue the sale of all or any portion of the Trust Property by public declaration at the time and place last appointed for the sale and no other notice of the postponed sale shall be required unless provided by applicable law. Upon any sale, Trustee shall deliver its deed conveying the property sold, without any covenant or warranty, expressed or implied, to the purchaser or purchasers at the sale. The recitals in such deed of any matters or facts shall be conclusive as to the accuracy thereof.

In the event of a sale, by foreclosure or otherwise, of less than all of the Trust Property, this Deed of Trust shall continue as a lien on the remaining portion of the Trust Property.

(b) The proceeds of any sale made under or by virtue of this Paragraph 10, together with any other sums which then may be held by Beneficiary under this Deed of Trust, whether under the provisions of this paragraph or otherwise, shall be applied by

Beneficiary to the payment of the Debt in such priority and proportion as Beneficiary in its sole and absolute discretion shall deem proper.

(c) Beneficiary may adjourn from time to time any sale by it to be made under or by virtue of this Deed of Trust by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable law, Beneficiary, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(d) Upon the completion of any sale or sales pursuant hereto, Beneficiary, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Beneficiary is hereby irrevocably appointed the true and lawful attorney of Trustor, which appointment is coupled with an interest, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Trust Property and rights so sold and for that purpose Beneficiary may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Trustor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any sale or sales made under or by virtue of this Paragraph 10, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Trustor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Trustor and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under Trustor.

(e) Upon any sale made under or by virtue of this Paragraph 10, whether made under a power of sale or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may bid for and acquire the Trust Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Debt the net sales price after deducting therefrom the expenses of the sale and costs of the action and any other sums which Beneficiary is authorized to deduct under this Deed of Trust or any other Loan Document.

(f) No recovery of any judgment by Beneficiary, and no levy of an execution under any judgment upon the Trust Property or upon any other property of Trustor shall affect in any manner or to any extent the lien of this Deed of Trust upon the Trust Property or any part thereof, or any liens, rights, powers or remedies of Beneficiary hereunder, but such liens, rights, powers and remedies of Beneficiary shall continue unimpaired as before.

(g) Beneficiary may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided in this Paragraph 10 at any time before the conclusion thereof, as determined in Beneficiary's sole and absolute discretion and without prejudice to Beneficiary.

(h) Beneficiary may resort to any remedies and the security given by this Deed of Trust or in any other Loan Document in whole or in part, and in such portions and in such order as determined in Beneficiary's sole and absolute discretion. No such action shall in any way be considered a waiver of any rights, benefits or remedies evidenced or provided by any Loan Document. The failure of Beneficiary to exercise any right, remedy or option provided in any Loan Document shall not be deemed a waiver of such right, remedy or option or of any covenant or obligation secured by any Loan Document. No acceptance by Beneficiary of any payment after the occurrence of any Event of Default and no payment by Beneficiary of any obligation for which Trustor is liable under the Loan Documents shall be deemed to waive or cure any Event of Default, or Trustor's liability to pay such obligation. No sale of all or any portion of the Trust Property, no forbearance on the part of Beneficiary and no extension of time for the payment of the whole or any portion of the Debt or any other indulgence given by Beneficiary to Trustor, shall operate to release or in any manner affect the interest of Beneficiary in the remaining Trust Property or the liability of Trustor to pay the Debt. No waiver by Beneficiary shall be effective unless it is in writing and then only to the extent specifically stated. All costs and expenses of Beneficiary in exercising its rights and remedies under this Paragraph 10 (including reasonable attorneys' fees and disbursements to the extent permitted by law), shall be paid by Trustor immediately upon notice from Beneficiary, with interest at the Default Rate for the period after notice from Beneficiary, and such costs and expenses shall constitute a portion of the Debt and shall be secured by this Deed of Trust.

(i) The interests and rights of Beneficiary under the Loan Documents shall not be impaired by any indulgence, including (x) any renewal, extension or modification which Beneficiary may grant with respect to any of the Debt, (y) any surrender, compromise, release, renewal, extension, exchange or substitution which Beneficiary may grant with respect to the Trust Property or any portion thereof or (z) any release or indulgence granted to any maker, endorser, guarantor or surety of any of the Debt.

11. **Right of Entry.** In addition to any other rights or remedies granted under this Deed of Trust, Beneficiary and its agents, shall have the right to enter and inspect the Trust Property at any reasonable time during the term of this Deed of Trust. The cost of such inspections or audits shall be borne by Trustor should Beneficiary determine that an Event of Default exists, including the cost of all follow up or additional investigations or inquiries deemed reasonably necessary by Beneficiary. The cost of such inspections, if not paid for by Trustor following demand, may be added to the principal balance of the sums due under the Note and this Deed of Trust and shall bear interest thereafter until paid at the Default Rate.

12. **Security Agreement.** This Deed of Trust is both a real property Deed of Trust and a "security agreement" within the meaning of the UCC. The Trust Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Trustor in the Trust Property. Trustor by executing and delivering this Deed of Trust has granted and hereby grants to Beneficiary as security for the Debt, a security interest in the Trust Property to the full extent that the Trust Property may be subject to the UCC (such portion of the Trust Property so subject to the UCC being called in this paragraph the "*Collateral*"). This Deed of Trust shall also constitute a "fixture filing" for the purposes of the UCC. As such, this Deed of Trust covers all items of the Collateral that are or are to become fixtures. Information concerning the security interest herein granted may be obtained from the

parties at the addresses of the parties set forth in the first paragraph of this Deed of Trust. If an Event of Default shall occur, Beneficiary, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the UCC, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Beneficiary, Trustor shall at its expense assemble the Collateral and make it available to Beneficiary at a convenient place acceptable to Beneficiary. Trustor shall pay to Beneficiary on demand any and all reasonable out-of-pocket expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Beneficiary in protecting the interest in the Collateral and in enforcing the rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Collateral, sent to Trustor in accordance with the provisions hereof at least ten days prior to such action, shall constitute commercially reasonable notice to Trustor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by Beneficiary to the payment of the Debt in such priority and proportions as Beneficiary in its sole and absolute discretion shall deem proper. In the event of any change in name, identity, structure or place of incorporation, organization or formation of Trustor, Trustor shall notify Beneficiary thereof and promptly after request shall file and record such UCC forms as are necessary to maintain the priority of Beneficiary's lien upon and security interest in the Collateral, and shall pay all expenses and fees in connection with the filing and recording thereof. If Beneficiary shall require the filing or recording of additional UCC forms or continuation statements, Trustor shall, promptly after request, file and record such UCC forms or continuation statements as Beneficiary shall deem necessary, and shall pay all expenses and fees in connection with the filing and recording thereof, it being understood and agreed, however, that no such additional documents shall increase Trustor's obligations under the Loan Documents. Trustor hereby irrevocably appoints Beneficiary as its attorney-in-fact, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements naming Beneficiary, as secured party, and Trustor, as debtor, in connection with the Collateral covered by this Deed of Trust.

**13. Actions and Proceedings.** Beneficiary has the right to appear in and defend any action or proceeding brought with respect to the Trust Property and to bring any action or proceeding, in the name and on behalf of Beneficiary or Trustor, which Beneficiary, in its sole discretion, decides should be brought to protect its interest in the Trust Property. Beneficiary shall, at its option, be subrogated to the lien of any mortgage or other security instrument discharged in whole or in part by the Debt, and any such subrogation rights shall constitute additional security for the payment of the Debt.

**14. Marshaling and Other Matters.** Trustor hereby waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the Trust Property or any part thereof or any interest therein. Further, Trustor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust on behalf of Trustor, and on behalf of each and every Person acquiring any interest in or title to the Trust Property subsequent to the date of this Deed of Trust and on behalf of all Persons to the extent permitted by applicable law. The lien of this Deed of

Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary and, without limiting the generality of the foregoing, the lien hereof shall not be impaired by (i) any acceptance by Beneficiary of any other security for any portion of the Debt, (ii) any failure, neglect or omission on the part of Beneficiary to realize upon or protect any portion of the Debt or any collateral security therefor or (iii) any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any portion of the Debt or of any of the collateral security therefor; and Beneficiary may foreclose or exercise any other remedy available to Beneficiary under the other Loan Documents without first exercising or enforcing any of its remedies under this Deed of Trust, and any exercise of the rights and remedies of Beneficiary hereunder shall not in any manner impair the Debt or the liens of any other Loan Document or any of Beneficiary's rights and remedies thereunder.

**15. Consent to Jurisdiction.** ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST BENEFICIARY OR TRUSTOR ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR ANY OTHER LOAN DOCUMENT MAY AT BENEFICIARY'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND TRUSTOR WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND TRUSTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. TRUSTOR DOES HEREBY DESIGNATE AND APPOINT **CT CORPORATION SYSTEM AT 111 EIGHTH AVENUE, NEW YORK, NEW YORK, 10011** AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO TRUSTOR IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON TRUSTOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. TRUSTOR (I) SHALL GIVE PROMPT NOTICE TO BENEFICIARY OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

**16. Notices.** All notices, consents, approvals and requests required or permitted hereunder shall be in writing, and shall be sent, and shall be deemed effective, as provided in the Loan Agreement.

17. **Inapplicable Provisions.** If any term, covenant or condition of this Deed of Trust is held to be invalid, illegal or unenforceable in any respect, this Deed of Trust shall be construed without such provision.

18. **Headings.** The paragraph headings in this Deed of Trust are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

19. **Duplicate Originals.** This Deed of Trust may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

20. **Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust may be used interchangeably in singular or plural form; and the word "***Trustor***" shall mean "each Trustor and any subsequent owner or owners of the Trust Property or any part thereof or any interest therein," the word "***Beneficiary***" shall mean "Beneficiary and any subsequent holder of the Note," the words "***Trust Property***" shall include any portion of the Trust Property and any interest therein, the word "***including***" means "including but not limited to" and the words "***attorneys' fees***" shall include any and all attorneys' fees, paralegal and law clerk fees, including, fees at the pre-trial, trial and appellate levels incurred or paid by Beneficiary in protecting its interest in the Trust Property and Collateral and enforcing its rights hereunder.

21. **Homestead.** Trustor hereby waives and renounces all homestead and exemption rights provided by the Constitution and the laws of the United States and of any state, in and to the Trust Property as against the collection of the Debt, or any part thereof.

22. **Assignments.** Beneficiary shall have the right to assign, delegate, pledge, participate or transfer its rights and obligations under this Deed of Trust in accordance with the Loan Agreement. Any assignee or transferee shall be entitled to all the benefits afforded Beneficiary under this Deed of Trust. Trustor shall not be permitted to assign or delegate any of its rights or duties under this Deed of Trust.

23. **Waiver of Jury Trial.** TRUSTOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS DEED OF TRUST OR ANY OTHER LOAN DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY TRUSTOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BENEFICIARY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY TRUSTOR.

24. **Consents.** Any consent or approval by Beneficiary in any single instance shall not be deemed or construed to be Beneficiary's consent or approval in any like matter arising at a subsequent date, and the failure of Beneficiary to promptly exercise any right, power,

remedy, consent or approval provided herein or at law or in equity shall not constitute or be construed as a waiver of the same nor shall Beneficiary be estopped from exercising such right, power, remedy, consent or approval at a later date. Any consent or approval requested of and granted by Beneficiary pursuant hereto shall be narrowly construed to be applicable only to Trustor and the matter identified in such consent or approval and no third party shall claim any benefit by reason thereof, and any such consent or approval shall not be deemed to constitute Beneficiary a venturer or partner with Trustor nor shall privity of contract be presumed to have been established with any such third party. If Beneficiary deems it to be in its best interest to retain assistance of persons, firms or corporations (including attorneys, title insurance companies, appraisers, engineers and surveyors) with respect to a request for consent or approval, Trustor shall reimburse Beneficiary for all costs reasonably incurred in connection with the employment of such persons, firms or corporations.

**25. Employee Benefit Plan.** During the term of this Deed of Trust, unless Beneficiary shall have previously consented in writing, (i) Trustor shall take no action that would cause it to become an “*employee benefit plan*” as defined in 29 C.F.R. Section 2510.3-101, or “*assets of a governmental plan*” subject to regulation under the state statutes, and (ii) Trustor shall not sell, assign or transfer the Trust Property, or any portion thereof or interest therein, to any transferee that does not execute and deliver to Beneficiary its written assumption of the obligations of this covenant.

**26. Loan Repayment.** This Deed of Trust will be satisfied and discharged of record by Beneficiary prior to the Maturity Date only in accordance with the terms and provisions set forth in Section 2.3 and Section 2.4 of the Loan Agreement.

**27. Intentionally Omitted**

**28. Governing Law.** With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the Liens created pursuant to this Deed of Trust, this Deed of Trust shall be governed by, and construed in accordance with, the laws of the State in which the Trust Property is located (without regard to conflict of law provisions thereof), it being understood that, except as expressly set forth in this paragraph and to the fullest extent permitted by the law of such State, the law of the State of New York (without regard to conflict of law provisions thereof) shall govern all matters relating to this Deed of Trust and the other Loan Documents and all of the indebtedness or obligations arising hereunder or thereunder. All provisions of the Loan Agreement incorporated herein by reference shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to conflict of law provisions thereof).

**29. Exculpation.** The liability of Trustor hereunder is limited pursuant to Section 10.1 of the Loan Agreement.

**30. Trustee; Successor Trustee.** Trustee shall not be liable for any error of judgment or act done by Trustee, or be otherwise responsible or accountable under any circumstances whatsoever, except if the result of Trustee’s gross negligence or willful misconduct. Trustee shall not be personally liable in case of entry by him or anyone acting by virtue of the powers herein granted him upon the Trust Property for debts contracted or liability

or damages or damages incurred in the management or operation of the Trust Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder or believed by him to be genuine. Trustee shall be entitled to reimbursement for actual expenses incurred by him in the performance of his duties hereunder and to reasonable compensation for such of his services hereunder as shall be rendered. Trustor will, from time to time, reimburse Trustee for and save and hold him harmless from and against any and all loss, cost, liability, damage and reasonable expense whatsoever incurred by him in the performance of his duties. All monies received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other monies (except to the extent required by law) and Trustee shall be under no liability for interest on any monies received by him hereunder. Trustee may resign by giving of notice of such resignation in writing to Beneficiary. If Trustee shall die, resign or become disqualified from acting in the execution of this trust or shall fail or refuse to exercise the same when requested by Beneficiary or if for any or no reason and without cause Beneficiary shall prefer to appoint a substitute trustee to act instead of the original Trustee named herein, or any prior successor or substitute trustee, Beneficiary shall, without any formality or notice to Trustor or any other person, have full power to appoint a substitute trustee and, if Beneficiary so elects, several substitute trustees in succession who shall succeed to all the estate, rights, powers and duties of the aforementioned Trustee. Each appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this Deed of Trust, and the description of the real property herein described, which instrument, executed and acknowledged by Beneficiary, shall (a) be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, (b) duly assign and transfer all the estates, properties, rights, powers and trusts of Trustee so ceasing to act and (c) be notice of such proper substitution and appointment to all parties in interest. In addition, such Trustee ceasing to act shall duly assign, transfer, and deliver any of the property and monies held by Trustee to the successor Trustee so appointed in its or his place. The Trustee may act in the execution of this trust and may authorize one or more parties to act on his behalf to perform the ministerial functions required of him hereunder, including without limitation, the transmittal and posting of any notices and it shall not be necessary for any Trustee to be present in person at any foreclosure sale.

**31. State Specific Provisions.**

(a) Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 31 and the other terms and conditions of this Deed of Trust, the terms and conditions of this Section 31 shall control and be binding.

(b) Notice of Default. Each of Beneficiary and Trustor hereby requests, pursuant to Utah Code Section 57-1-26(3), a copy of any notice of default and that any notice of sale hereunder be mailed to it at the applicable address set forth in the preamble hereof.

(c) INTEGRATION. PURSUANT TO UTAH CODE ANNOTATED § 25-5-4, TRUSTOR IS NOTIFIED THAT THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND THAT AGREEMENT, AS EXPRESSED IN THE LOAN DOCUMENTS, MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED PRIOR OR SUBSEQUENT ORAL



AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

*[Remainder of Page Intentionally Left Blank; Signature Page to Follow]*

IN WITNESS WHEREOF, Trustor has executed this instrument as of the day and year first above written.

**TRUSTOR:**

**CF III SH VALLEY FAIR, LLC, a  
Delaware limited liability company**

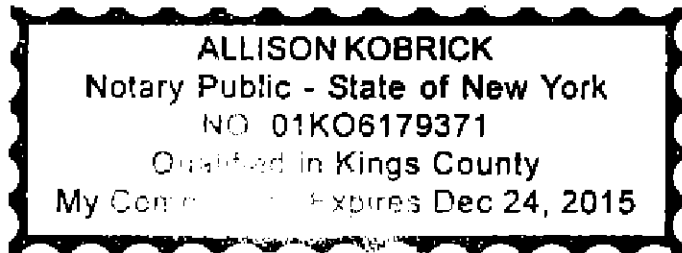
By: *[Signature]*  
Name: Peter Henkel  
Its: President

**ACKNOWLEDGMENT**

STATE OF New York  
COUNTY OF New York SS:

Before me, a Notary Public in and for said County and State, personally appeared Peter Henkel, known to be the President of CF III SH VALLEY FAIR, LLC, a Delaware limited liability company, and acknowledged the voluntary execution of the foregoing for and on behalf of said limited liability company.

Witness my hand and Notarial Seal, this 30 day of January, 2015.



*[Signature]*  
Notary Public - Signature  
Allison Kobrick  
Notary Public - Printed

My Commission Expires:  
12/24/15  
notarial seal

My County of Residence:  
Kings County

## EXHIBIT A

### Legal Description

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

**PARCEL 1: (15-33-201-014)**

Beginning at a point which is South 89°56' West along the Quarter Section line 1322.02 feet and North 1483.67 feet and South 89°57' West 121.85 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°57' West 216.0 feet, thence North 0°03' West 258.0 feet, thence North 89°57' East 216.0 feet to a point of a 24.0 foot radius curve to the right, thence Southeasterly along the arc of said curve 37.70 feet to a point of tangency, thence South 0°03' East 210.0 feet to a point of 24.0 foot radius curve to the right, thence Southwesterly along the arc of said curve 37.70 feet to the point of beginning.

**EXCEPTING THEREFROM THE FOLLOWING:**

Beginning at a point which is 821.85 feet South 89°58'40" East along the Section line and 1026.09 feet South from the North Quarter corner of said Section 33 and running thence North 89°55'52" East 43.40 feet, thence North 25.62 feet, thence East 16.86 feet, thence North 56.05 feet, thence East 23.58 feet, thence North 6.25 feet, thence East 49.92 feet, thence South 21.34 feet, thence South 45°00'00" East 27.88 feet, thence North 45°00'00" East 12.91 feet, thence East 17.72 feet, thence North 19.52 feet, thence East 56.33 feet, thence South 21.28 feet, thence East 19.42 feet, thence North 38.03 feet, thence East 50 feet, thence North 4.75 feet, thence East 53.67 feet, thence South 12.50 feet, thence East 45.25 feet, thence South 12.75 feet, thence South 89°38'39" East 52.97 feet, thence South 54.92 feet, thence West 13.76 feet, thence South 10.67 feet, thence East 25.63 feet, thence South 98.83 feet, thence West 25.63 feet, thence South 7.58 feet, thence East 18.30 feet, thence South 00°01'49" East 55.86 feet, thence West 47.03 feet, thence South 12.05 feet, thence West 94.33 feet, thence North 12.08 feet, thence West 52 feet, thence North 17.39 feet, thence West 10.42 feet, thence South 19.22 feet, thence West 49 feet, thence North 7.83 feet, thence West 47.00 feet, thence North 15.83 feet, thence West 4.78 feet, thence South 89°48'52" West 19.98 feet, thence South 00°11'08" East 18.45 feet, thence West 29.33 feet, thence North 00°15'05" East 60.71 feet, thence North 89°57'42" West 77.74 feet, thence North 26.22 feet, thence West 31.67 feet, thence North 00°22'40" East 66.04 feet to the point of beginning.

**PARCEL 2: (15-33-201-006)**

Beginning at a point which is South 0°00'42" West along the center Section line 342.74 feet, and South 89°59'18" East 604.30 feet from the North Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of building and running thence North 89°56'37" East 323.40 feet, thence North 00°03'23" West 37.00 feet, thence North 89°56'37" East 22.70 feet, thence South 00°03'23" East 37.00 feet, thence North 89°56'37" East 67.90 feet, thence South 00°03'23" East 226.06 feet, thence South 89°56'37" West 414.00 feet, thence North 00°03'23" West 226.06 feet to the point of beginning.

**PARCEL 3: (15-33-201-012-2000 & 15-33-201-012-2001)**

Beginning at a point on the East right of way line of 2700 West Street said point being South 89°58'40"

East along the Section line 33.00 feet and South 0°00'44" West along said East right of way line 154.91 feet from the North Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°59'21" East 39.00 feet to a point of a curve to the right, the radius point of which is South 89°59'21" East 75.00 feet, thence Northeasterly along the arc of said curve 117.83 feet to a point of tangency, said point being 80.00 feet perpendicularly distant Southerly from the center line of 3500 South Street at Engineer Station 5+97.53 of State Freeway Project I-215, thence South 89°58'40" East 505.72 feet to a point of a curve to the right, the radius point of which is South 5°08'45" West 848.83 feet, said point also being 80.00 feet perpendicularly distant Southerly from the centerline of said 3500 South Street at Engineer Station 11+03.24, thence Southeasterly along the arc of said curve 683.09 feet, thence South 0°01'17" West 19.30 feet, thence South 89°58'40" East 15.68 feet to a point on a curve to the right the radius point of which is South 52°55'58" West 848.83 feet, thence Southeasterly along the arc of said curve 33.77 feet to a point of intersection with a curve to the right, the radius point of which is South 54°01'22" West 768.83 feet, said point of intersection being 80.00 feet radially distant Southwesterly from the centerline of J-6 ramp of Engineer Station 18+00, thence Southeasterly along the arc of said curve 88.48 feet to a point on the East line of the West one-half of the Northeast Quarter of Section 33, thence South along said East line 1469.58 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter of said Section 33, thence South 89°57'20" West along the South line of the North one-half of the Southwest Quarter of the Northeast Quarter of said Section 33, 1288.88 feet to the East right of way line of 2700 West Street, thence North 0°00'44" East along said East right of way line 1831.35 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following Seven (7) tracts:

TRACT 1:

Beginning at a point which is South 89°56' West along the Quarter Section line 1322.02 feet and North 1483.67 feet and South 89°57' West 121.85 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°57' West 216.0 feet, thence North 0°03' West 258.0 feet, thence North 89°57' East 216.0 feet to a point of a 24.0 foot radius curve to the right, thence Southeasterly along the arc of said curve 37.70 feet to a point of tangency, thence South 0°03' East 210.0 feet to a point of a 24.0 foot radius curve to the right, thence Southwesterly along the arc of said curve 37.70 feet to the point of beginning.

TRACT 2:

Beginning at a point which is South 0°00'42" West along the center Section line 1548.84 feet, and South 89°59'18" East 601.21 feet from the North Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of the building, and running thence North 89°59'30" East 477.40 feet, thence South 00°00'30" East 29.69 feet, thence South 89°59'30" West 5.40 feet, thence South 00°00'30" East 40.20 feet, thence North 89°59'30" East 5.40 feet, thence South 00°00'30" East 71.80 feet, thence South 89°59'30" West 56.00 feet, thence South 00°00'30" East 84.00 feet, thence South 89°59'30" West 85.00 feet, thence North 00°00'30" West 28.00 feet, thence South 89°59'30" West 126.20 feet, thence North 00°00'30" West 5.40 feet, thence South 89°59'30" West 82.20 feet, thence South 00°00'30" East 5.40 feet, thence South 89°59'30" West 128.00 feet, thence North 00°00'30" West 57.85 feet, thence North 89°59'30" East 8.40 feet, thence North 00°00'30" West 26.20 feet, thence South 89°59'30" West 2.80 feet, thence North 00°00'30" West 29.75 feet, thence North 89°59'30" East 2.80 feet, thence North 00°00'30" West 26.20 feet, thence South 89°59'30" West 8.40 feet, thence North 00°00'30" West 57.69 feet to the point of beginning.

TRACT 3:

Beginning at a point which is South 0°00'42" West along the center Section line 342.74 feet and South 89°59'18" East 604.30 feet from the North Quarter corner of Section 33, Township 1 South, Range 1

West, Salt Lake Base and Meridian, said point also being the Northwest corner of building and running thence North 89°56'37" East 323.40 feet, thence North 00°03'23" West 37.00 feet, thence North 89°56'37" East 22.70 feet, thence South 00°03'23" East 37.00 feet, thence North 89°56'37" East 67.90 feet, thence South 00°03'23" East 226.06 feet, thence South 89°56'37" West 414.00 feet, thence North 00°03'23" West 226.06 feet to the point of beginning.

**TRACT 4:**

Less and except any portion lying within the In N Out Subdivision.

**TRACT 5:**

A parcel of land in fee for Constitution Boulevard (2700 West), being located in the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is South 89°58'40" East 33.00 feet and South 00°00'44" West 154.91 feet from the North Quarter corner of said Section 33, thence along the North line of said property the following two (2) courses and distances: (1) South 89°59'21" East 39.00 feet, (2) thence Northeasterly 62.49 feet along the arc of a 75.00 foot radius curve to the right, chord bears North 23°52'45" East 60.70 feet, thence Southwesterly 18.74 feet along the arc of a 79.34 foot radius curve to the left, chord bears South 32°36'56" West 18.69 feet, thence South 00°01'07" East 254.41 feet, thence South 00°04'06" West 22.90 feet, thence South 03°24'41" West 300.28 feet, thence South 65.28 feet, thence East 5.45 feet, thence South 238.46 feet, thence South 10°11'26" East 20.12 feet, thence South 103.35 feet, thence South 10°08'57" West 51.15 feet, thence South 131.14 feet, thence South 45°00'00" East 23.57 feet, thence South 73.16 feet, thence South 45°00'00" West 23.57 feet, thence South 578.81 feet to the South boundary line of said property, thence South 89°57'20" West 36.07 feet along said South boundary line, thence North 00°00'44" East 1831.03 feet along the West boundary line of said property to the point of beginning.

**TRACT 6:**

A parcel of land in fee affecting Tax ID No. 15-33-201-009 for the purpose of constructing thereon a roadway known as Project No. S-I215(139), being part of an entire tract of property situate in the Northwest Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at a point on the existing Westerly right of way and non-access line of a freeway, Interstate Highway I-215, known as Project No. I-215-9(6)297 which point is 260.09 feet perpendicularly distant Westerly from the centerline of the I-215 Alignment of said Project opposite Engineer Station 369+02.20 (Note: said point of beginning is 1319.93 feet South 89°56'00" West along the South line of said Northeast Quarter of Section 33 and 2133.67 feet North 00°04'00" West from the East Quarter corner of said Section 33. Said point is also 260.05 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of Project No. S-I215(139), opposite Engineer Station 369+01.78), and running thence South 00°00'14" West along the East line of said entire tract 69.16 feet to the Westerly right of way and non-access line, at a point 264.39 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of said Project No. S-I215(139) opposite Engineer Station 368+32.76, and point on a 1397.00 foot radius curve to the left, (Note: radius bears South 64°31'12" West), thence along said new Westerly right of way and non-access line the following three (3) courses: (1) Northwesterly along the arc of said curve 14.57 feet, thence (2) North 26°06'33" West 147.42 feet to a point on a 590.00 foot radius curve to the right, (Note: radius bears North 63°55'20" East), thence (3) Northwesterly along said curve 67.11 feet to a point on the existing right of way and non-access line of Interstate Highway I-215, known as Project No. I-215-9(6)297, which point is 348.49 feet perpendicularly distant Westerly from the centerline of the I-215 Alignment of said Project No. S-I215(139) opposite Engineer Station 370+46.17

(Note: said point is also 348.44 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of Project No. S-1215(139), opposite Engineer Station 370+45.76), and point on a 848.83 foot radius curve to the right, (Note: radius bears South 49°36'16" West), thence along said Westerly right of way and non-access line the following five (5) courses: (1) Southeasterly along the arc of said curve 23.11 feet, thence (2) South 00°00'06" West, 19.58 feet, thence (3) South 89°59'54" East 15.30 feet to a point on a 850.65 foot radius curve to the right, (Note: radius bears South 52°50'38" West), thence (4) Southeasterly along the arc of said curve 34.16 feet to a point on a 774.72 foot radius curve to the right, (Note: radius bears South 53°59'30" West), thence (5) Southeasterly along the arc of said curve 87.05 feet to the point of beginning.

(Note: Rotate all bearings in the above-descriptions 00°14'45" clockwise to match highway bearings.)

**TRACT 7:**

Beginning at a point which is 821.85 feet South 89°58'40" East along the Section line and 1026.09 feet South from the North Quarter corner of said Section 33 and running thence North 89°55'52" East 43.40 feet, thence North 25.62 feet, thence East 16.86 feet, thence North 56.05 feet, thence East 23.58 feet, thence North 6.25 feet, thence East 49.92 feet, thence South 21.34 feet, thence South 45°00'00" East 27.88 feet, thence North 45°00'00" East 12.91 feet, thence East 17.72 feet, thence North 19.52 feet, thence East 56.33 feet, thence South 21.28 feet, thence East 19.42 feet, thence North 38.03 feet, thence East 50 feet, thence North 4.75 feet, thence East 53.67 feet, thence South 12.50 feet, thence East 45.25 feet, thence South 12.75 feet, thence South 89°38'39" East 52.97 feet, thence South 54.92 feet, thence West 13.76 feet, thence South 10.67 feet, thence East 25.63 feet, thence South 98.83 feet, thence West 25.63 feet, thence South 7.58 feet, thence East 18.30 feet, thence South 00°01'49" East 55.86 feet, thence West 47.03 feet, thence South 12.05 feet, thence West 94.33 feet, thence North 12.08 feet, thence West 52 feet, thence North 17.39 feet, thence West 10.42 feet, thence South 19.22 feet, thence West 49 feet, thence North 7.83 feet, thence West 47.00 feet, thence North 15.83 feet, thence West 4.78 feet, thence South 89°48'52" West 19.98 feet, thence South 00°11'08" East 18.45 feet, thence West 29.33 feet, thence North 00°15'05" East 60.71 feet, thence North 89°57'42" West 77.74 feet, thence North 26.22 feet, thence West 31.67 feet, thence North 00°22'40" East 66.04 feet to the point of beginning.

**PARCEL 4: (15-33-251-007)**

Beginning at a point which is South 0°00'42" West along the center Section line 1548.84 feet and South 89°59'18" East 601.21 feet from the North Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northwest corner of the building and running thence North 89°59'30" East 477.40 feet, thence South 00°00'30" East 29.69 feet, thence South 89°59'30" West 5.40 feet, thence South 00°00'30" East 40.20 feet, thence North 89°59'30" East 5.40 feet, thence South 00°00'30" East 71.80 feet, thence South 89°59'30" West 56.00 feet, thence South 00°00'30" East 84.00 feet, thence South 89°59'30" West 85.00 feet, thence North 00°00'30" West 28.00 feet, thence South 89°59'30" West 126.20 feet, thence North 00°00'30" West 5.40 feet, thence South 89°59'30" West 82.20 feet, thence South 00°00'30" East 5.40 feet, thence South 89°59'30" West 128.00 feet, thence North 00°00'30" West 57.85 feet, thence North 89°59'30" East 8.40 feet, thence North 00°00'30" West 26.20 feet, thence South 89°59'30" West 2.80 feet, thence North 00°00'30" West 29.75 feet, thence North 89°59'30" East 2.80 feet, thence North 00°00'30" West 26.20 feet, thence South 89°59'30" West 8.40 feet, thence North 00°00'30" West 57.69 feet to the point of beginning.

**PARCEL 5: (15-33-251-008 & 15-33-251-011)**

Beginning at a point on the North line of 3800 South Street which is 396 feet North 89°56'00" East along the Quarter Section line and North 30.00 feet from the center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 630.31 feet (measured North 0°00'44" East 630.36 feet to a point on the South line of that property defined by a Special Warranty Deed found in

Book 9555, Page 7461), thence East 253.08 feet (measured North 89°57'20" East 252.93 feet along said line to a point on the West property line as defined by said Special Warranty Deed), thence South 0°04'00" East 630.01 feet along an existing fence to the North right of way line of 3800 South Street (measured the following three calls as defined by said Special Warranty Deed South 0°04'00" East 330.16 feet, thence East 1.11 feet, thence South 0°04'00" East 300.83 feet), thence South 89°56'00" West 253.81 feet (measured 254.10 feet) along the North line of 3800 South Street to the point of beginning.

**PARCEL 6: (15-33-251-009)**

Beginning at a point 660 feet West along the Quarter Section line and North 00°04'00" West 329.969 feet from the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 12.8 feet, thence North 00°04'00" West 330.016 feet, thence North 89°56'00" East 12.8 feet, thence South 00°04'00" East 330.031 feet to the point of beginning.

**PARCEL 7: (15-33-251-010)**

Beginning at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 40 rods, thence West 40 rods, thence South 20 rods, thence West 11.69 feet, more or less, to the Northeast corner of that property shown in Quit Claim Deed recorded May 16, 2001, as Entry No. 7897248, in Book 8457, Page 5615, thence along the East line of said property South 0°04' West 330.014 feet, thence East 672.175 feet to the point of beginning.

LESS AND EXCEPTING that portion of subject property disclosed by that certain Special Warranty Deed recorded March 8, 2007, as Entry No. 10027042, in Book 9432, Page 6021, being described as follows:

Commencing at the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian, thence North 89°48'37" West 1322.05 feet along Quarter Section line to the point of beginning, thence continuing North 89°48'37" West 442.96 feet, thence North 00°11'23" East 25.00 feet, thence North 89°48'37" West 229.16 feet, thence North 00°14'55" East 15.00 feet, thence South 89°48'36" East 672.15 feet, thence South 00°15'23" West 40.00 feet to the point of beginning.

**PARCEL 8: (15-33-276-005)**

Beginning at a point South 89°56' West along the Quarter Section line 1273.985 feet and North 0°04' West 33.00 feet and North 0°05'58" West 525.48 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 47.09 feet, thence North 278.46 feet, thence East 48.12 feet, thence South 0°12'42" West 278.46 feet to the point of beginning.

**PARCEL 9: (15-33-276-007)**

Beginning at a point on the North right of way line of 3800 South Street, said point being South 89°56' West along the Quarter Section line 1273.985 feet and North 0°04' West 40.00 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°56' West along said North right of way line 48.00 feet, thence North 518.54 feet, thence East 47.09 feet, thence South 0°05'58" East 518.48 feet to the point of beginning.

**PARCEL 10: (15-33-276-009)**

Beginning on the West right of way and non-access line of State Freeway Project I-215 at a point which is South 89°56' West along the Quarter Section line 1076.295 feet and North 0°04' West 33.00 feet and North 3°35'13" West 805.29 feet from the East Quarter corner of Section 33, Township 1 South, Range 1

West, Salt Lake Base and meridian, and running thence North 3°35'13" West along said right of way and non-access line 553.785 feet, thence North 6°34'37" West along said right of way and non-access line 431.80 feet, thence North 17°00'58" West along said right of way and non-access line 239.87 feet to a point on a 768.83 foot radius curve to the left, the center of which bears South 67°31'22" West from said point, thence Northwesterly along said right of way and non-access line and the arc of said curve 92.67 feet to a point on the West line of the East half of the Northeast Quarter of said Section 33, thence South along said West line 1294.16 feet, thence East 195.31 feet to the point of beginning.

LESS AND EXCEPTING the following tract conveyed to West Valley City by that certain Special Warranty Deed and Reservation of Easement recorded June 9, 2011 as Entry No. 11196032, in Book 9929, Page 9086, of Official Records and described as follows:

A parcel of land in fee affecting Tax ID No. 15-33-276-003 for the purpose of constructing thereon a roadway known as Project No. S-I215(139), being part of an entire tract of property situate in the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at Southeast corner of said entire tract, which is 1124.86 feet South 89°56'00" West along the South line of said Northeast Quarter of Section 33 and 837.05 feet North 00°04'00" West from the East Quarter corner of said Section 33, said point also being 145.05 feet perpendicularly distant Westerly from the centerline of the I-215 Alignment of Project No. S-I215(139), opposite Engineer Station 355+95.62, and running thence North 89°59'46" West along the South line of said entire tract 11.74 feet, thence North 02°05'08" West 148.15 feet to a point of tangency with a 6984.50 foot radius curve to the left, thence Northerly 663.89 feet along the arc of said curve to a point of tangency with a 1397.00 foot radius compound curve to the left, thence Northerly along the arc of said curve, a distance of 169.62 feet to the beginning of the new non-access line to be established by said Special Warranty Deed and Reservation of Easement at a point 188.87 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of said Project No. S-I215(139), opposite Engineer Station 365+76.05, thence continuing along said new non-access line to be established by said Special Warranty Deed and Reservation of Easement and the arc of said curve 268.00 feet to the West line of said entire tract, thence departing said new non-access line North 00°00'14" East along said West line 69.16 feet to the Easterly line of said entire tract which point is also the existing Westerly right of way and non-access line to be abandoned by said Special Warranty Deed and Reservation of Easement, Interstate Highway I-215, known as Project No. I-215-9(6)297, said point being 260.09 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of said Project No. I-215-9(6)297, opposite Engineer Station 369+02.20, and a point on a 774.72 foot radius curve to the right, (Note: radius bears South 60°25'47" West), thence along said Westerly right of way and non-access line to be abandoned by said Special Warranty Deed and Reservation of Easement the following five (5) courses: (1) Southeasterly along the arc of said curve 1.62 feet to a point on a 768.83 foot radius curve to the right, (Note: radius bears South 60°33'44" West), thence (2) Southeasterly along the arc of said curve 93.41 feet, thence (3) South 17°08'55" East 239.87 feet, thence (4) South 06°35'15" East, 431.82 feet, thence (5) South 03°35'13" East 553.96 feet to the point of beginning.

PARCEL 11: (15-33-276-010)

Beginning at a point on the West right of way and non-access line of State Freeway Project I-215, said point being South 89°56' West along the Quarter Section line 1076.295 feet and North 0°04' West 33.00 feet and North 3°35'13" West 526.29 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 165.68 feet, thence North 0°12'42" East 278.46 feet, thence East 147.19 feet to the West right of way line and non-access line of



State Highway Project I-215, thence South 3°35'13" East along said right of way line 279.00 feet to the point of beginning.

LESS AND EXCEPTING the following tract conveyed to West Valley City by that certain Special Warranty Deed and Reservation of Easement recorded June 9, 2011, as Entry No. 11196032, in Book 9929, Page 9086 of Official Records and described as follows:

A parcel of land in fee affecting Tax Id No. 15-33-276-006 for the purpose of constructing thereon a roadway known as Project No. S-I215(139), being part of an entire tract of property situate in the Southeast Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at Southeast corner of said entire tract which is 1107.76 feet South 89°56'00" West along the South line of said Northeast Quarter of Section 33, and 559.07 feet North 00°04'00" West from the East Quarter corner of said Section 33, said point also being 145.07 feet perpendicularly distant Westerly from the centerline of the I-215 Alignment of Project No. S-I215(139), opposite Engineer Station 353+17.11, and running thence North 89°59'46" West along the South line of said entire tract 19.04 feet, thence North 02°05'08" West 278.14 feet to the North line of said entire tract, thence South 89°59'46" East along said North line 11.74 feet to the East line of said entire tract, which is a point 145.05 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of said Project No. S-I215(139), opposite Engineer Station 355+95.62, thence South 03°35'13" East along said East line 278.50 feet to the point of beginning.

PARCEL 12: (15-33-276-011)

Beginning at a point on the West right of way line and non-access line of State Freeway Project I-215 and on the North right of way line of 3800 South Street, said point being South 89°56' West along the Quarter Section line 1076.295 feet and North 0°04' West 33.00 feet and North 3°35'13" West 7.01 feet from the East Quarter corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°56' West along said North right of way line 197.28 feet, thence North 0°05'58" West 518.48 feet, thence East 165.68 feet to the West right of way line and non-access line of State Highway Project I-215, thence South 3°35'13" East along said right of way line 519.28 feet to the point of beginning.

LESS AND EXCEPTING the following tract conveyed to West Valley City by that certain Special Warranty Deed and Reservation of Easement recorded June 9, 2011, as Entry No. 11196032, in Book 9929, Page 9086, of Official Records and described as follows:

A parcel of land affecting Tax ID No. 15-33-276-008 in fee for the purpose of constructing thereon a roadway known as Project No. S-I215(139), being part of an entire tract of property situate in the Southeast Quarter of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the Southeast corner of said entire tract, which is 1075.40 feet South 89°56'00" West along the South line of said Northeast Quarter of Section 33 and 33.00 feet North 00°04'00" West and 7.01 feet North 03°35'13" West from the East Quarter corner of said Section 33, said point also being the intersection of the Westerly right of way and non-access line of I-215 and the Northerly right of way of 3800 South Street which point is 145.11 feet perpendicularly distant Westerly from the centerline of the I-215 Alignment of Project No. S-I215(139), opposite Engineer Station 347+97.06, and running thence South 89°56'00" West 62.33 feet along the South line of said entire tract, thence North 35°54'57" East 48.14 feet, thence North 02°05'08" West 480.43 feet, thence South 89°59'46" East 19.04 feet to the East

line of said entire tract, which point is 145.07 feet perpendicularly distant Westerly from the centerline of the I-215 South Alignment of said Project No. S-1215(139), opposite Engineer Station 353+17.11, thence South 03°35'13" East along said East line 520.05 feet to the point of beginning.

**PARCEL 13: (15-33-201-013)**

A parcel of land situate in the West half of the Northeast Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows:

Beginning at a point which is 821.85 feet South 89°58'40" East along the Section line and 1026.09 feet South from the North Quarter corner of said Section 33 and running thence North 89°55'52" East 43.40 feet, thence North 25.62 feet, thence East 16.86 feet, thence North 56.05 feet, thence East 23.58 feet, thence North 6.25 feet, thence East 49.92 feet, thence South 21.34 feet, thence South 45°00'00" East 27.88 feet, thence North 45°00'00" East 12.91 feet, thence East 17.72 feet, thence North 19.52 feet, thence East 56.33 feet, thence South 21.28 feet, thence East 19.42 feet, thence North 38.03 feet, thence East 50 feet, thence North 4.75 feet, thence East 53.67 feet, thence South 12.50 feet, thence East 45.25 feet, thence South 12.75 feet, thence South 89°38'39" East 52.97 feet, thence South 54.92 feet, thence West 13.76 feet, thence South 10.67 feet, thence East 25.63 feet, thence South 98.83 feet, thence West 25.63 feet, thence South 7.58 feet, thence East 18.30 feet, thence South 00°01'49" East 55.86 feet, thence West 47.03 feet, thence South 12.05 feet, thence West 94.33 feet, thence North 12.08 feet, thence West 52 feet, thence North 17.39 feet, thence West 10.42 feet, thence South 19.22 feet, thence West 49 feet, thence North 7.83 feet, thence West 47.00 feet, thence North 15.83 feet, thence West 4.78 feet, thence South 89°48'52" West 19.98 feet, thence South 00°11'08" East 18.45 feet, thence West 29.33 feet, thence North 00°15'05" East 60.71 feet, thence North 89°57'42" West 77.74 feet, thence North 26.22 feet, thence West 31.67 feet, thence North 00°22'40" East 66.04 feet to the point of beginning.

**SAID PARCELS 1 THRU 13 ALSO DESCRIBED BY SURVEY AS:**

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 2700 WEST STREET, SAID POINT BEING S 0°00'44" W ALONG THE SECTION LINE 115.16 FEET; AND S 89°59'16" E 86.49 FEET FROM THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON A 79.34 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WHICH RADIUS BEARS S 64°09'04" E; AND RUNNING THENCE ALONG THE ARC OF SAID CURVE 18.73 FEET THROUGH A CENTRAL ANGLE OF 13°31'41" TO THE POINT OF A 75.00 FOOT RADIUS COMPOUND CURVE WHICH RADIUS BEARS S 42°15'22" E; THENCE ALONG THE ARC OF SAID CURVE 55.35 FEET THROUGH A CENTRAL ANGLE OF 42°16'57" TO A POINT ON THE SOUTH RIGHT-OF-WAY OF 3500 SOUTH STREET, SAID POINT BEING 80.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF 3500 SOUTH STREET AT ENGINEER STATION 5+97.53 OF STATE FREEWAY PROJECT I-215; THENCE S 89°58'40" E ALONG SAID RIGHT-OF-WAY 505.72 FEET TO A POINT ON A 848.83 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WHICH RADIUS BEARS S 05°08'45" W, SAID POINT ALSO BEING 80.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTERLINE OF SAID 3500 SOUTH STREET AT ENGINEER STATION 11+03.24; THENCE ALONG THE ARC OF SAID CURVE 659.83 FEET THROUGH A CENTRAL ANGLE OF 44°32'18" TO A POINT ON A 590.00 FOOT RADIUS REVERSE NON-TANGENT CURVE WHICH RADIUS BEARS N 70°41'08" E, SAID POINT ALSO BEING 348.49 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTERLINE OF THE I-215 ALIGNMENT OPPOSITE ENGINEER STATION 370+46.17; THENCE ALONG THE ARC OF SAID CURVE 69.64 FEET THROUGH A CENTRAL ANGLE OF 6°45'48"; THENCE S 26°06'33" E 147.42 FEET TO A POINT ON A 1397.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT WHICH RADIUS BEARS S 64°05'25" W; THENCE ALONG THE ARC OF SAID CURVE 448.36 FEET THROUGH A

CENTRAL ANGLE OF 18°23'19" TO A POINT ON A 6984.50 FOOT RADIUS COMPOUND CURVE; THENCE ALONG THE ARC OF SAID CURVE 663.89 FEET THROUGH A CENTRAL ANGLE OF 5° 26'46"; THENCE S 02°04'30" E 906.72 FEET; THENCE S 35°54'57" W 47.76 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF 3800 SOUTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; (1) S 89°56'00" W 855.04 FEET; (2) THENCE S 0°04'00" E 10.00 FEET; (3) THENCE S 89°56'00" W 253.81 FEET; THENCE N 0°00'44" E 632.25 FEET; THENCE S 89° 57'20" W 326.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 2700 WEST STREET; THENCE NORTH ALONG SAID RIGHT-OF-WAY 14.59 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 10874708, RECORDED AND ON FILE IN THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES; (1) N 89°57'20" E 201.50 FEET; (2) THENCE N 0°00'44" E 151.50 FEET; (3) THENCE S 89°57'20" W 201.53 FEET TO A POINT ON SAID 2700 WEST STREET RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FOURTEEN (14) COURSES; (1) NORTH 412.73 FEET; (2) THENCE N 45°00'00" E 23.57 FEET; (3) THENCE NORTH 73.16 FEET; (4) THENCE N 45°00'00" W 23.57 FEET; (5) THENCE NORTH 131.14 FEET; (6) THENCE N 10°08'57" E 51.15 FEET; (7) THENCE NORTH 103.35 FEET; (8) THENCE N 10°11'26" W 20.12 FEET; (9) NORTH 238.46 FEET; (10) THENCE WEST 5.45 FEET; (11) THENCE NORTH 65.28 FEET; (12) THENCE N 3° 24'41" E 300.28 FEET; (13) N 0°04'06" E 22.90 FEET; (14) THENCE N 0°01'07" W 254.41 FEET TO THE POINT OF BEGINNING.

PARCEL

14:

Benefits, if any, accruing pursuant to the following:

Covenants, Conditions, Restrictions, Easements, and assessments, if any, recorded March 18, 1976 as Entry no. 2795779, in Book 4139, Page 88, of Official Records.

Construction, Operation and Reciprocal Easement Agreement, recorded July 17, 2006, as Entry No.

9784299, in Book 9322, Page 7622, of Official Records,

First Amendment To Construction, Operation and Reciprocal Easement Agreement, recorded June 30, 2009, as Entry No. 10744097, in Book 94761, Page 6810, of Official Records.

Amendment To Construction, Operation and Reciprocal Easement Agreement, recorded June 9, 2011, as Entry No. 11196035, in Book 99219, Page 9110, of Official Records.

Declaration of Easements and Restrictions, recorded January 7, 2010, as Entry No., 10874704, in Book 9795, Page 1537, of Official Records.

Reciprocal Easement Agreement and Affidavit, recorded January 7, 11, 2010, as Entry No. 10875986, in Book 9705, Page 8075 of Official Records.

Reciprocal Easement Agreement, recorded January 7, 2010, as Entry No. 10874705, in Book 9795, in Page 1629, of Official Records.

Reciprocal Easement Agreement and Affidavit, recorded January 11, 2010, as Entry No. 10875986, in Book 9795, Page 8075, of Official Records.

Tax ID Number: 15-33-201-014, 15-33-201-006, 15-33-201-012-2000, 15-33-201-012-2001,

15-33-251-007, 15-33-251-008, 15-33-251-011, 15-33-251-009, 15-33-251-010, 15-33-276-005,

15-33-276-007, 15-33-276-009, 15-33-276-010, 15-33-276-011, and 15-33-201-013