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Bellevue, WA 98004-5149

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
DAVIS WRIGHT TREMAINE LLP
777 108TH AVE NE STE 2300
BELLEVUE WA 98004-5149
BY: CBA, DEPUTY - MA 14 P.

(Space above this line is for Recorder's use.)

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND
ATTORMENT AGREEMENT**

Landlord: CF III SH Valley Fair, LLC, a Delaware limited liability
company

Tenant: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: Salt Lake County, State of Utah
Official legal description as Exhibit "A"

Assessor's Tax Parcel ID#: 15-33-201-012-2000, 15-33-201-012-2001 (Parcel 1),
and 15-33-276-009 (Parcel 2)

Reference # (if applicable): N/A

**SUBORDINATION, CONSENT, NON-DISTURBANCE, AND
ATTORNMEN T AGREEMENT**

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMEN T AGREEMENT ("Agreement") is made as of the 11th day of July, 2016, among PFP Holding Company IV, LLC, a Delaware limited liability company, predecessor-in-interest to PFP IV SUB I, LLC, a Delaware limited liability company, whose address is c/o Prime Finance Partners, 1330 Avenue of the Americas, Suite 2700, New York, New York 10018 ("Lender"), CF III SH Valley Fair, LLC, a Delaware limited liability company, whose address is 3601 South Constitution Boulevard, Suite G-128, West Valley City, Utah 84119 ("Landlord"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant").

RECITALS

A. Tenant is the lessee pursuant to a _____ Lease Agreement ("Lease") dated July 5, 2016, between Landlord and Tenant, of premises located at 3601 South Constitution Boulevard, Salt Lake City, County of Salt Lake, State of Utah ("Landlord's Property") as shown on Exhibit "A" attached hereto and made a part hereof.

B. Lender intends to make, or has made, a loan to Landlord. This loan is to be, or was, secured by a Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing on Landlord's Property (the "Trust Deed"). A certain Trust Deed was executed by Landlord and Lender on February 3, 2015 and recorded on February 5, 2015 under Entry No. 11987744, in Book 10293, Page 7917 of the records of Salt Lake County, in the State of Utah. Beneficial interest under the Trust Deed was subsequently assigned to PFP IV SUB I, LLC pursuant to an Assignment dated March 5, 2015 and recorded March 19, 2015 under Entry 12013580, in Book 10306, Page 3592 of the records of Salt Lake County, State of Utah.

C. In the Lease, Tenant has agreed to attorn to the beneficiary of any deed of trust given by Landlord that may encumber the Landlord's Property as Tenant's landlord under the Lease in the event of a foreclosure of Landlord's interest, provided that Tenant receives from every such deed of trust beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of the portion of the Landlord's Property leased by the Tenant ("Leased Premises"), pursuant to the terms of the Lease, as long as the Tenant is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. **Subordination.** The Lease, and the leasehold estate created thereby, and all of Tenant's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Trust Deed, and the lien thereof, and all rights of Lender thereunder.

2. Consent. Lender consents to the Lease and to the Tenant's use and occupancy of the Leased Premises under the Lease.

3. Non-Disturbance. So long as the Tenant is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that Tenant is to perform, the Tenant's possession of the Leased Premises and the Tenant's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Tenant's interest under the Lease or otherwise unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord.

4. Nondisturbance, Foreclosure and Attornment.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Trust Deed, becomes the owner of Landlord's Property, by reason of any foreclosure of the Trust Deed, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall continue in full force and effect as a direct lease between Tenant and Lender, or such other purchaser, under all of the terms, covenant and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the landlord under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the Landlord under the Lease, Tenant does hereby agree to attorn to Lender or such other purchaser as Tenant's landlord. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as Tenant is not in default (after the expiration of any applicable cure periods) in the payment of rent or performance of any of the other covenants of the Lease, Lender or such other purchaser shall not disturb Tenant in Tenant's possession of the Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the enjoyment of Tenant's rights under the Lease. Nothing in this Agreement shall be construed to limit Tenant's rights against Landlord for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. Tenant shall, from and after Lender's or such other purchaser's succession to the interest of Landlord under the Lease, have the same remedies against such party that Tenant might have had under the Lease against Landlord. Tenant hereby acknowledges notice that pursuant to the Trust Deed, Landlord has granted to the Lender an absolute, present assignment of the Lease and rents which provides that Tenant continue making payments of rents and other amounts owed by Tenant under the Lease to the Landlord and to recognize the rights of Landlord under the Lease until notified otherwise in writing by the Lender. After receipt of such notice from Lender, the Tenant shall thereafter make all such payments directly to the Lender or as the Lender may otherwise direct, without any further inquiry on the part of the Tenant. Landlord consents to the foregoing and waives

any right, claim or demand which Landlord may have against Tenant by reason of such payments to Lender or as Lender directs.

c. Notwithstanding anything contrary in the Lease or Trust Deed, Lender shall not be liable for any of the following matters: (i) any offset rights that Tenant may have against Landlord relating to an event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach of Landlord that occurred before the date of attornment; (ii) any payment of rent that Tenant may have made to Landlord more than thirty (30) days prior to the date such rent was due and payable under the Lease; (iii) any obligation (a) to pay Tenant sums that Landlord owed unless such sums have been delivered to Landlord by way of assumption of an escrow account, (b) to make payments from a security deposit given to Landlord unless such deposit has been delivered to Lender, (c) to commence or complete any initial construction or improvements or expansion or rehabilitation of existing improvements thereon, (d) to reconstruct or repair improvements following a casualty or condemnation, or (e) rising from representations and warranties of Landlord.

5. Modifications. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

6. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

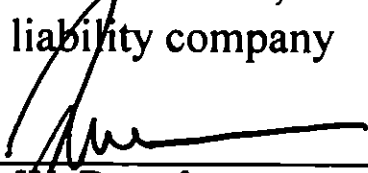
7. Attorneys' Fees. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Landlord's Property is located without giving effect to the choice of law rules thereof.

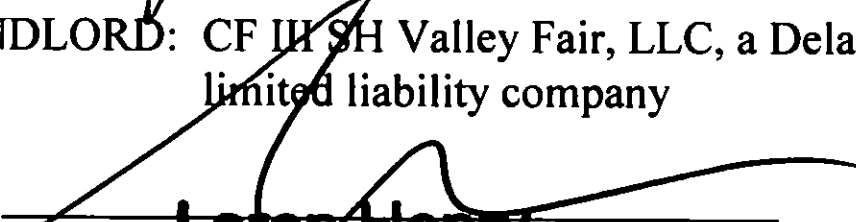
9. Lender's Right to Cure. Notwithstanding anything to the contrary herein or in the Lease, before exercising any offset or termination right, Tenant shall give Lender notice of Landlord's breach in form and substance identical to that given to Landlord ("Default Notice") and thereafter, the opportunity to cure such breach. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord.

10. Notices. Any notice or request given or demand made hereunder by one party to another shall and may be given or be served by hand delivered personal service, or by depositing the same with a reliable overnight courier service or by deposit in the United States mail, postpaid, registered or certified mail, and addressed to the party to be notified, with return receipt requested. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited; however, delivery by overnight courier service shall be deemed effective on the next succeeding business day after it is so deposited and notice by personal service shall be deemed effective when delivered to its addressee or within two (2) hours after its transmission unless given after 3:00 p.m. on a business day, in which case it shall be deemed effective at 9:00 a.m. on the next business day. For purposes of notice, notice addresses for all parties shall be those listed above.

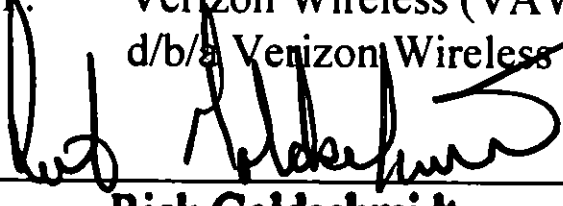
LENDER: PFP IV SUB I, LLC, a Delaware limited liability company

By: 
Name: Jon W. Brayshaw
Title: Authorized Signatory
Date: 6/10/16

LANDLORD: CF III SH Valley Fair, LLC, a Delaware limited liability company

By: 
Name: Loren Henry
Title: Vice President
Date: 7-11-16

TENANT: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless


By: 
Name: Rick Goldschmidt
Title: Director Network Field Engineering
Date: 6/30/16

LENDER ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) ss.

On this 10th day of June, 2016, before me, a Notary Public in and for the State of New York, personally appeared Jon W. Brayshaw, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Authorized Signatory of PFP IV SUB I, LLC, a Delaware limited liability company, to be the free and voluntary act and deed of said banking association for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.


NOTARY PUBLIC in and for the State of NY,
residing at New York, NY
My appointment expires 6/22/2017
Print Name _____

TEODOLINDA DUSHALLARI
NOTARY PUBLIC STATE OF NEW YORK
NEW YORK COUNTY
LIC. #01DU6208162
COMM. EXP. 6/22/2017

LANDLORD ACKNOWLEDGMENT

STATE OF Ohio)
) ss.
COUNTY OF Geauga)

On this 11th day of July, 2016, before me, a Notary Public in and for the State of Ohio, personally appeared Loren Henry, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Vice President of CF III SH Valley Fair, LLC, a Delaware limited liability company, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

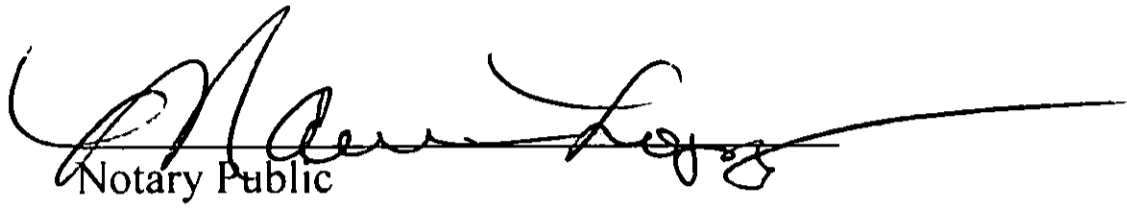
Mary J. Mizner
NOTARY PUBLIC in and for the State of OH,
residing at 13970 Kimpton Tr., Hiram, OH
My appointment expires 3-9-20
Print Name Mary J. Mizner



State of Colorado

County of Arapahoe

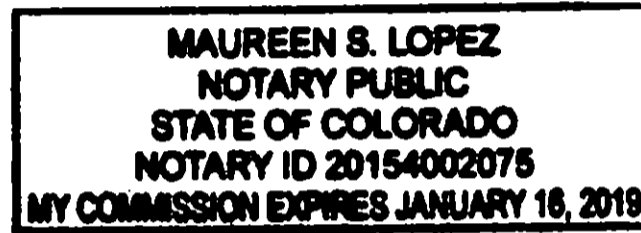
The foregoing instrument was acknowledged before me this June 30, 2016 (date) by Rick Goldschmidt, Director Network Field Engineering, of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware limited liability company, on behalf of the company.


Notary Public

Print Name: Maureen Lopez

My commission expires:

1-16-2019



Notary Seal

EXHIBIT A
"Landlord's Property"
Page 1 of 6

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

Parcel 1:

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

EXHIBIT A

“Landlord’s Property”

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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-1215(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

EXHIBIT A

"Landlord's Property"
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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 nonaccess 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-I215(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.

EXHIBIT A

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Parcel 2:

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:

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(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.

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

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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 3:

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: 15-33-201-012-2000, 15-33-201-012-2001 (Parcel 1), and 15-33-276-009 (Parcel 2)