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11/17/2021 8:59:00 AM \$40.00  
Book - 11270 Pg - 2318-2325  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 8 P.

RECORDING REQUESTED BY:

First American Title  
10808 S River Front Parkway  
Suite 175  
South Jordan, Utah 84095

WHEN RECORDED MAIL TO:

Comerica Bank  
10808 South Riverfront  
Parkway #175  
South Jordan UT  
84095

Space Above This Line For Recorder's Use

Escrow No.: 390-5985373  
Tax Parcel No.: 27-13-477-017

## SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY TO A NEW EASEMENT ESTATE.

THIS AGREEMENT, made this 7 day of October 2021, by Miller Family Real Estate, L.L.C., a Utah limited liability company, owner of the land hereinafter described and hereinafter referred to as "Owner," and Comerica Bank a Michigan banking Corporation, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH

THAT WHEREAS, the Owner executed a Deed of Trust, made and entered into effective as of the 22nd day of June, 2005, to Founders Title Company, a Utah corporation as Trustee .:

See Exhibit A attached hereto and made a part hereof.

to secure a note in the sum of \$ 200,000,000.00, in favor of Beneficiary, which deed of trust was recorded June 27, 2005, as Entry No. 9415062 in Book 9150 at Page 2945, Official Records of said county; and

THAT WHEREAS, the Owner executed an Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement recorded June 12, 2012 as Entry No. 11408790 in Book 10025 at page 5105 of Official Records provides that the Deed of Trust or the obligation secured thereby has been modified to amend, restate and supersede the Original Deed of Trust recorded as Entey No. 9415062 in its entirety. But the liens as granted under the original Deed of Trust recorded as entry no 9415062, securing payment of obligation and indebtedness remain in full force and effect.

Amendment to deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement recorded June 05, 2017 as Entry No 12584944 in Book 10564 at Page 5244 of Official records.

A Second Amendment to Deed of Trust, Assignment of Rents and Leases, security Agreement and financing Statement recorded June 28-2021 as Entry No. 13701598 in book 11197 at page 3311 of Official records provides that the Deed of Trust or the obligation secured thereby has been modified.

A UCC Financing Statement executed by Miller Family Real Estate, L.L.C., as Debtor in favor of Comerica Bank, as Secured Party recorded June 27, 2005 as Entry No. 9415063 in Book 9150 at Page 2971 of Official Records.

WHEREAS, Owner, as Grantor, has executed, or is about to execute, an Easements, dated \_\_\_\_\_, covering a portion of the above described land, in favor of the Utah Department of Transportation, as Grantee, for the term and upon and subject to the provisions therein set forth, which Easement is to be recorded concurrently herewith, covering the following portion of the land:

See Exhibit B attached hereto and by this reference made a part hereof.

WHEREAS, it is a condition precedent to the execution of said Easements by the Grantor named therein that said Easements and the easements estates created thereby together with all rights and privileges of Grantee thereunder shall unconditionally be and remain at all times prior and superior to the lien or charge upon said land of the deed of trust and assignment of leases above mentioned; and

WHEREAS, it is to the mutual benefit of the parties hereto that Grantor enter into said Easements with Grantee; and Beneficiary is willing that the lien or charge of the deed of trust and assignment of leases above mentioned be subordinated and made subject to said Easements and to the easement estate created thereby together with all rights and privileges of Grantee thereunder.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce the Grantor named in the above referred to Easement to enter into said Easement, it is hereby declared, understood and agreed as follows:

- (1) That said Easements and the easements estates created thereby together with all rights and privileges of Grantee thereunder shall unconditionally be and remain at all times prior and superior to the lien or charge of the deed of trust and assignment of leases above mentioned, and the lien or charge of the deed of trust and assignment of leases above mentioned is hereby made subject and subordinate to said Easement and to the easement estate created thereby together with all rights and privileges of Grantee thereunder.
- (2) That Grantee would not enter into said Easements without this subordination.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust and assignment of leases above mentioned to the Easement above referred to and to the easement estate created thereby together with all rights and privileges of Grantee thereunder, and shall supersede and cancel, but only insofar as would affect the priority between the

deed of trust and the Easements hereinbefore specifically described, and prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the deed of trust and assignment of leases above mentioned, which provide for the subordination of the lien or charge thereof to an Easement.

Beneficiary declares, agrees and acknowledges that

(a) He consents to and approves the term of the Easements above referred to and all of the provisions therein set forth;

(b) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust and assignment of leases above mentioned in favor of the Easements and easements estates created thereby together with all rights and privileges of Grantee thereunder as above referred to, and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific contracts are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: 10/7/21

St J Engl  
VP

Beneficiary

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_ personally known by me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they

executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

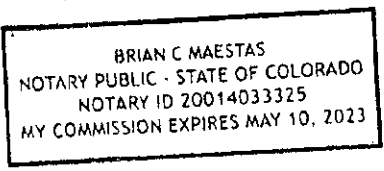
WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF Colorado )  
County of Jefferson ) ss.

On 10-07-2021 before me, the undersigned notary public, personally appeared Steven J. Engel personally known by me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Brian C. Maestas  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 10, 2023

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Site 15  
F-00066119  
10 668 537

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

(Legal Description)

Real property situated in the County of Salt Lake, State of Utah, to-wit:

All of Lots 15 through 18, UTAH AUTO MALL PHASE 1, according to the Official Plat thereof, recorded in the Office of the County Recorder of said County, State of Utah.

*The following is shown for informational purposes only: Tax ID No. 27-13-477-017*

Exhibit "B"

Parcel: 3

A PERPETUAL EASEMENT UPON PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN LOTS 15, 16, 17 AND 18 OF THE UTAH AUTO MALL SUBDIVISION, PHASE 1, RECORDED AS ENTRY NO. 5928837, IN BOOK 949-9 AT PAGE 288 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, TO FACILITATE THE WIDENING OF I-15, KNOWN AS PROJECT NO. S-15-7(341)295. THE EASEMENT SHALL RUN WITH THE REAL PROPERTY AND SHALL BE BINDING UPON THE GRANTOR AND THE GRANTORS SUCCESSORS, HEIRS AND ASSIGNS. THE BOUNDARIES OF SAID PART OF AN ENTIRE TRACT ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF SAID LOT 18 AND THE EASTERLY HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE OF SAID PROJECT, WHICH POINT IS 10.29 FEET SOUTH 89°55'40" EAST FROM THE SOUTHWEST CORNER OF SAID LOT 18; AND RUNNING THENCE ALONG SAID EASTERLY HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 10°53'02" WEST 32.82 FEET; (2) THENCE NORTH 10°09'16" WEST 362.83 FEET; (3) THENCE NORTH 10°24'13" WEST 136.49 FEET; (4) THENCE NORTH 12°33'16" WEST 2.61 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID LOT 15; THENCE EAST 14.30 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO A POINT 138.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 1121+93.96; THENCE SOUTH 10°14'44" EAST 193.63 FEET PARALLEL WITH SAID RIGHT OF WAY CONTROL LINE TO A POINT 138.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 1120+00.35; THENCE SOUTH 12°09'17" EAST 300.17 FEET TO A POINT 148.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 117+00.33; THENCE SOUTH 10°14'44" EAST 42.91 FEET PARALLEL WITH SAID RIGHT OF WAY CONTROL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID SUBDIVISION AND THE SOUTHERLY SECTION LINE OF SAID SECTION 13 AT A POINT 148.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 1116+57.42; THENCE NORTH 89°55'40" WEST 24.19 FEET ALONG SAID SOUTHERLY BOUNDARY LINE AND SAID SECTION LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ABOVE BEARINGS 00°14'19" CLOCKWISE TO EQUAL HIGHWAY BEARINGS. BASIS OF BEARING IS NORTH 89°55'40" WEST BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 13.)

PARCEL 4:

A TEMPORARY EASEMENT UPON PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN LOTS 15, 16, 17 AND 18 OF THE UTAH AUTO MALL SUBDIVISION, PHASE 1, RECORDED AS ENTRY NO. 5928837, IN BOOK 949-9 AT PAGE 288 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, FOR THE PURPOSE OF CONSTRUCTING AND BLENDING CUT AND/OR FILL SLOPES, AND APPURTENANT PARTS THEREOF INCIDENT TO THE WIDENING OF I-15, KNOWN AS PROJECT NO. S-I15-7(341)295. THE EASEMENT SHALL COMMENCE UPON THE BEGINNING OF ACTUAL CONSTRUCTION ON THE PROPERTY AND SHALL CONTINUE ONLY UNTIL PROJECT CONSTRUCTION ON THE PROPERTY IS COMPLETE, OR FOR THREE (3) YEARS, WHICHEVER FIRST OCCURS. THE EASEMENT SHALL BE NON-EXCLUSIVE SUCH THAT THE GRANTOR MAY USE THE PROPERTY AT ANY TIME IN A MANNER WHICH DOES NOT INTERFERE WITH CONSTRUCTION ACTIVITIES. THE BOUNDARIES OF SAID PART OF AN ENTIRE TRACT ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF SAID LOT 18 AND THE EASTERLY HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE OF SAID PROJECT, WHICH POINT IS 10.29 FEET SOUTH 89°55'40" EAST FROM THE SOUTHWEST CORNER OF SAID LOT 18; AND RUNNING THENCE ALONG SAID EASTERLY HIGHWAY RIGHT OF WAY AND NO-ACCESS LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 10°53'02" WEST 32.82 FEET; (2) THENCE NORTH 10°09'16" WEST 362.83 FEET; (3) THENCE NORTH 10°24'13" WEST 136.49 FEET; (4) THENCE NORTH 12°33'16" WEST 2.61 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID LOT 15; THENCE EAST 4.14 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO A POINT 128.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 1121+95.77; THENCE SOUTH 10°14'44" EAST 195.77 FEET PARALLEL WITH SAID RIGHT OF WAY CONTROL LINE TO A POINT 128.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 1120+00.00; THENCE SOUTH 12°09'17" EAST 300.17 FEET TO A POINT 138.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE ENGINEERS STATION 1117+00.00; THENCE SOUTH 10°14'44" EAST 40.76 FEET PARALLEL WITH SAID RIGHT OF WAY CONTROL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID SUBDIVISION AND THE SOUTHERLY SECTION LINE OF SAID SECTION 13 AT A POINT 138.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 1116+59.24; THENCE NORTH 89°55'40" WEST 14.03 FEET ALONG SAID SOUTHERLY BOUNDARY LINE AND SAID SECTION LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ABOVE BEARINGS 00°14'19" CLOCKWISE TO EQUAL HIGHWAY BEARINGS. BASIS OF BEARING IS NORTH 89°55'40" WEST BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 13.)