

CTIA #123933.WHP

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6/28/2021 8:46:00 AM \$40.00
Book - 11197 Pg - 3232-3241
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

Recording requested by and
when recorded mail to:

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

Tax ID No. 27-01-251-058

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT

(Site 39, 200 W. 9000 S., Sandy, Utah)

NOTICE: THIS SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT RESULTS IN YOUR LEASEHOLD INTEREST BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, ATTORNMEN AND NON-DISTURBANCE AGREEMENT ("Agreement"), dated as of June 25, 2021, between COMERICA BANK, a Texas banking association, as administrative agent ("Agent") for the Lenders (as defined below), as beneficiary (in such capacity, "Beneficiary"), MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability company ("Owner") and LARRY H. MILLER CORPORATION – 90TH SOUTH dba Larry H. Miller Ford Lincoln Sandy, a Utah corporation ("Tenant"), is as follows:

Owner and Tenant have entered into that certain Lease dated April 30, 2015, together with any further amendments, modifications, renewals or extensions thereof ("Lease") pursuant to which Owner leased to Tenant and Tenant leased from Owner the premises more particularly described in the Lease ("Premises") and located on the real property described in Exhibit "A" attached hereto (the "Secured Property"). Owner is obtaining financing for the Secured Property to be evidenced by promissory notes in the aggregate principal amount of Five Hundred Twenty-Five Million and No/100 Dollars (\$525,000,000.00) (collectively the "Note") made by Owner in favor of the lenders thereunder (the "Lenders"), payment of which is secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement ("Deed of Trust") encumbering the Secured Property.

In order to establish certain safeguards and priorities with respect to their respective rights in connection with the Premises, Beneficiary has requested that Owner obtain certain warranties and agreements from Tenant as hereinafter set forth. In consideration of the mutual benefits accruing to the parties hereto, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Subordination. The Lease is and at all times shall continue to be subject and subordinate to the Note and the lien of the Deed of Trust and to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, unless Beneficiary has filed a notice subordinating the lien of its Deed of Trust to the Lease. Beneficiary specifically reserves the right to file such a notice at its sole election. Tenant shall not subordinate the Lease to any lien, claim, mortgage, deed of trust, or other encumbrance of any kind, except as provided in this paragraph or with the express written consent of Beneficiary, and any such other subordination shall be deemed a default under the Lease and this Agreement. Tenant agrees to execute and deliver to Beneficiary or to any party to whom Tenant hereby agrees to attorn, in form and substance satisfactory to such party, such other instrument as either shall request in order to effectuate the provisions of this Agreement.

2. Limitation on Liability. Nothing herein contained shall impose any obligation upon Beneficiary to perform any of the obligations of Owner under the Lease unless and until Beneficiary shall become an owner or mortgagee in possession of the Premises, and Beneficiary shall have no personal liability to Tenant beyond Beneficiary's interest in the Secured Property.

3. Attornment. In the event of a foreclosure or other acquisition of the Premises (including, without limitation, by deed in lieu of foreclosure), the Lease shall be recognized as a direct lease from the Beneficiary, the purchaser at the foreclosure sale, or any such subsequent owner (collectively referred to as "Purchaser"), except Purchaser shall not be (i) liable for any previous act or omission of Owner under the Lease; (ii) subject to any offset

which shall theretofore have accrued to Tenant against Owner; (iii) subject to any obligation with respect to any security deposit under the Lease unless such security deposit has been physically delivered to Purchaser; or (iv) bound by any previous modification or prepayment of rents or other sums due under the Lease greater than one month unless such modification or prepayment shall have been expressly approved in writing by Beneficiary, which approval shall not be unreasonably withheld.

4. Non-disturbance. So long as no default exists, nor any event has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle Owner under the Lease to terminate the Lease or would cause, without any further action of Owner, the termination of the Lease or would entitle Owner to dispossess Tenant thereunder, the Lease shall not be terminated nor shall Tenant's use, possession, or enjoyment of the Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any foreclosure, or in any action or proceeding instituted under or in connection with the Deed of Trust.

5. Payment of Rent on Default. Tenant acknowledges and agrees that the Lease has been assigned to Beneficiary by Owner as security for its obligations under, and secured by, the Note and Deed of Trust. Tenant agrees that, upon receipt of notice from Beneficiary that a default exists under the Note or Deed of Trust, or any instrument or document collateral thereto, Tenant shall make all rental and other payments required pursuant to the Lease, as directed by written instruction from Beneficiary. Tenant may make payments to Beneficiary directly in the event of such a default, for which written notice has been delivered to Tenant, and thereby be properly credited with an offset and credit for such payments as against the rental payments then due under the Lease.

Owner acknowledges and agrees that Beneficiary shall be entitled to collect and receive rents pursuant to the Lease as provided herein and Tenant is authorized and hereby directed to make all such payments of rent to Beneficiary upon receipt of any notice of Owner's default under the Note or deed of trust securing the Note or any notice of sale related to the Secured Property provided that Tenant shall be under no duty or obligation to make further inquiry. Tenant shall continue to make all such payments of rent to Beneficiary unless and until Tenant is otherwise authorized and directed in writing by Beneficiary.

6. Tenant Estoppel. Tenant hereby certifies, as of the date hereof, to Owner and Beneficiary as follows:

a. A true and complete copy of the Lease has been previously delivered to Beneficiary and said Lease is the entire agreement between Owner and Tenant with respect to the Premises. Any prior lease agreements between Owner and Tenant, or any affiliate of Tenant, with respect to the Premises have been terminated.

b. The Lease is presently in full force and effect, with no uncured defaults by either party and with no acts or omissions having occurred which, but for the passing of time or giving of notice, would be a default under the Lease. Tenant hereby agrees that all payments to be made by Tenant under the Lease will be made in strict compliance with the terms of the Lease as written, and certifies to Beneficiary that there is no charge, lien or claim of offset against future rents or other sums due under the Lease.

c. The term of the Lease commenced on May 1, 2015 and expires on May 1, 2025. Tenant has an option to renew the term for three additional consecutive periods of 5 years each, pursuant to Paragraph 3 of the Lease.

d. Tenant is in full and complete possession of the Premises, such possession having been accepted by Tenant. Tenant is paying minimum monthly rental in installments of \$95,400.00, which commenced to accrue on May 1, 2015, and which have been paid through the last day of the month prior to the date of this Agreement. Common operating expenses and any other payments required of Tenant under the Lease have been paid through the last day of the month prior to the date of this Agreement. No rent has been prepaid in excess of one (1) month. There are no existing defenses which Tenant has against the enforcement or validity of the Lease or any of the terms thereof, and Tenant has no claim against Owner that might be set off or credited against future accruing rents.

e. A security deposit in the amount of \$ 0.00 has been paid by Tenant and is being held by Owner.

f. All obligations and conditions under the Lease to be performed by Owner as of the date hereof have been satisfied, and all construction obligations of Owner have been completed and are satisfactory to Tenant.

g. Tenant has not received notice of any sale, transfer, assignment or pledge of the Lease or the rents payable thereunder to any person or entity other than Beneficiary.

h. Tenant agrees that so long as Beneficiary has an assignment of Owner's interest in the Lease, Tenant will not, without the prior written consent of Beneficiary, (a) modify, extend or in any manner alter the terms of the Lease; (b) pay the rent or any other sums becoming due under the terms of the Lease more than one

month in advance; or (c) accept Owner's waiver of, or release from, the performance of any obligations under the Lease.

i. Tenant agrees that it will furnish to Beneficiary copies of all notices or communications sent to Owner under the Lease. Said notices shall be sent registered or certified mail to Beneficiary at the address shown above or such other address as Beneficiary designates to Tenant in writing. Tenant agrees that, upon the receipt by Beneficiary of written notice that Owner is in default under the terms of the Lease, Beneficiary shall have the option within a reasonable time, but not less than sixty (60) days, to cure any default on the part of Owner, and Tenant agrees to accept the performance of Beneficiary in lieu of the performance of Owner.

j. There are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any state thereof.

k. Tenant acknowledges that Beneficiary is relying upon the representations made herein in making, or continuing, a loan to Owner.

7. Further Documents. Tenant shall execute and deliver to Beneficiary or to any party to whom Tenant hereby agrees to attorn, in form and substance satisfactory to such party, such other instruments as either shall request in order to effectuate the provisions of this Agreement.

8. Subordination. Tenant declares, agrees and acknowledges that it intentionally and unconditionally subordinates the Lease and its leasehold interest in favor of the lien or charge upon the Secured Property of the Deed of Trust in favor of Beneficiary.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and the holder from time to time of the Note.

10. Attorneys' Fees. If any legal action, arbitration or other proceeding is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its actual expenses, including without limitation, expert witness fees, actual attorneys' fees and disbursements.

11. Notices. All notices to Beneficiary shall be by certified mail to the address given at the top of page one of this Agreement. All notices to Owner shall be by certified mail to Miller Family Real Estate, L.L.C., 9350 South 150 East, Suite 1000, Sandy, Utah 84070, Attn: Brad Holmes, President, with a copy to Sarah Starkey, Associate General Counsel, 9350 South 150 East, Suite 500, Sandy, Utah 84070. All notices to Tenant shall be by certified mail to Larry H. Miller Ford Lincoln Sandy, 200 W. 9000 S., Sandy, Utah, Attn: Managing Officer.

12. Miscellaneous. This Agreement may not be modified other than by an agreement in writing, signed by the parties hereto or by their respective successors in interest. Except as herein modified all of the terms and provisions of the Lease shall remain in full force and effect. In the event of a conflict between the Lease and this Agreement, the terms and provisions of this Agreement shall control. Nothing in this Agreement shall in any way impair or affect the lien created by the Deed of Trust or the other lien rights of Beneficiary.

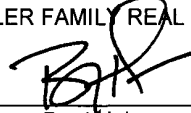
13. Counterparts. This Agreement may be executed in counterparts which together shall constitute but one and the same original.

[Signature Page(s) Follow]

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

OWNER:

MILLER FAMILY REAL ESTATE, L.L.C.

By: 
Brad Holmes

Title: President

TENANT:

LARRY H. MILLER CORPORATION – 90TH SOUTH dba Larry H. Miller Ford Lincoln Sandy, a Utah corporation

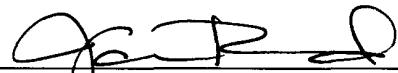
By: _____
Dean Fitzpatrick

Title: President

STATE OF UTAH)
COUNTY OF Salt Lake ss.

The foregoing instrument was acknowledged before me this 20 day of May, 2021, by BRAD HOLMES, President of MILLER FAMILY REAL ESTATE, L.L.C.




Notary Public
Residing at: State of Utah

My Commission Expires: 05-03-2023

STATE OF UTAH)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Dean Fitzpatrick, President of LARRY H. MILLER CORPORATION – 90TH SOUTH dba Larry H. Miller Ford Lincoln Sandy, a Utah corporation.

Notary Public
Residing at: _____

My Commission Expires: _____

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

OWNER:

MILLER FAMILY REAL ESTATE, L.L.C.

By: _____
Brad Holmes

Title: President

TENANT:

LARRY H. MILLER CORPORATION – 90TH SOUTH dba Larry
H. Miller Ford Lincoln Sandy, a Utah corporation

By: _____
Dean Fitzpatrick

Title: President

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by
BRAD HOLMES, President of MILLER FAMILY REAL ESTATE, L.L.C.

Notary Public
Residing at: _____

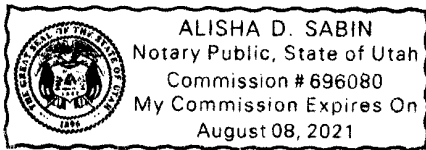
My Commission Expires: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of May, 2021, by Dean
Fitzpatrick, President of LARRY H. MILLER CORPORATION – 90TH SOUTH dba Larry H. Miller Ford Lincoln Sandy,
a Utah corporation.

Notary Public
Residing at: Vineyard, UT

My Commission Expires: 8/8/2021



AGENT:

COMERICA BANK

By: Steven J. Engel
Steven J. Engel

Title: Vice President

STATE OF CO)
) ss.
COUNTY OF Denver)

On this 17 day of May, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. ENGEL, known or proved to me to be a Vice President of COMERICA BANK, a Texas banking association, the person who subscribed said banking association's name to the foregoing instrument, and acknowledged to me that he executed the within instrument on behalf of said banking association, and that such banking association executed the same.

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

Notary Public: Donna S. Albrandt
Printed Name: Donna S. Albrandt

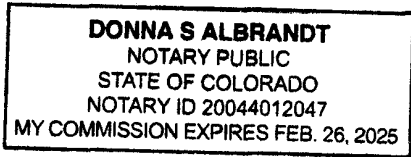


EXHIBIT A

DESCRIPTION OF SECURED PROPERTY

PARCEL 1:

Beginning on the North right of way line of 90th South Street said point being South 89°53'00" West along the centerline of 90th South Street 1441.17 feet and North 00°07'00" West 73.00 feet from an existing monument in the intersection of 9000 South and State Streets, said point also being North 163.39 feet and East 1295.00 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°07'00" West 527.18 feet; thence South 89°53'00" West 413.14 feet; thence South 00°07'00" East 527.18 feet; thence North 89°53'00" East 413.14 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for a connector road incident to the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property situate in the Southwest quarter of the Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Northerly Right of Way line of 9000 South Street at the Southeast corner of said entire tract, which point is 439.269 meters South 89°53'00" West along the monument line in said 9000 South Street and 22.250 meters North 00°07'00" West from a Salt Lake County Monument in the intersection of 9000 South Street and State Street (Note: said point of beginning is also 394.716 meters (by deed, but 397.313 meters by measurement) East and 49.801 meters (by deed, but 50.562 meters by measurement) North from the center of Section 1), said point of beginning being 8.967 meters perpendicularly distant Westerly from the centerline of said connector road known as Monroe Street North of said project at Engineer Station 12 + 016.237; and running thence North 00°07'00" West 8.000 meters along the Easterly boundary line of said entire tract to a point 8.939 meters perpendicularly distant Westerly from said centerline at Engineer Station 12 + 024.237; thence South 44°53'00" West 11.314 meters to the Southerly boundary line of said entire tract and the Northerly right of way line of 9000 South Street; thence North 89°53'00" East 8.000 meters along said Southerly boundary line and Northerly Right of Way 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.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for a connector road incident to the reconstruction of a freeway known as Project No. 15-7, being part of an entire tract of property situate in the Southwest quarter of the Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, which point is 439.269 meters South 89°53'00" West along the monument line in 9000 South Street and 182.935 meters North 00°07'00" West from a Salt Lake County monument in the intersection of said 9000 South Street and State Street (Note: said point of beginning is also 396.986 meters North 89°58'43" East along the quarter section line and 211.097 meters North from the center of said Section 1), said point of beginning being 8.401 meters perpendicularly distant Westerly from the centerline of said connector road known as Monroe Street North of said project at Engineer Station 12 + 176.921; and running thence South 00°07'00" East 9.010 meters along the Easterly boundary line of said entire tract to a point which is 8.432 meters perpendicularly distant Westerly from the centerline of said connector road at Engineer Station 12 + 167.911; thence North 45°07'00" West 12.742 meters to the Northerly boundary line of said entire tract at a point 9.445 meters perpendicularly distant Southerly from the centerline of said connector road known as 8920 South Street of said project at Engineer Station 18 + 408.844; thence North 89°53'00" East 9.010 meters along said Northerly boundary line parallel to said centerline 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.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee, being part of an entire tract of property situate in the Southwest quarter of Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a Southeast corner of said entire tract in the Northerly right of way line of the existing highway State Route 209 which corner is 1,441.17 feet (alternately 439.269 meters by record) South 89°53'00" West and 73.00 feet (alternately 22.250 meters by record) North 00°07'00" West and 26.25 feet (8.00 meters by record) South 89°53'00" West from a Salt Lake County monument in the intersection of 9000 South Street and State Street, said corner is also approximately 48.29 feet perpendicularly distant Northerly from the control line of said project opposite engineer station 0+66.49; and running thence South 89°53'00" West 11.31 feet along said Northerly right of way line to a point 48.36 feet perpendicularly distant Northerly from said control line; thence North 44°53'00" East 44.39 feet to a line parallel with and 35.00 feet perpendicularly distant Westerly from the control line of Monroe Street opposite engineer station 606+32.62; thence North 00°14'13" West 91.56 feet along said parallel line to a point opposite engineer station 607+24.18; thence North 06°39'40" East 41.63 feet to a line parallel with and 30.00 feet perpendicularly distant Westerly from said control line opposite engineer station 607+65.51; thence North 00°14'13" West 30.96 feet along said parallel line to a point opposite engineer station 607+96.47 feet; thence North 89°34'53" East 1.52 feet to the Westerly right of way line of Monroe Street; thence South 00°07'00" East 169.00 feet along said Westerly right of way line to a Southeast corner of said entire tract; thence South 44°53'00" West 37.12 feet (11.314 meters by record) along said Northerly right of way 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.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the widening of the existing highway State Route 209 known as Project No. F-0209(31)7, being part of an entire tract of property situate in the Southwest quarter of Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in said existing Northerly right of way line, which point is 1,478.22 feet South 89°53'00" West and 73.00 feet North 00°07'00" West from a Salt Lake County monument in the intersection of SR-209 (9000 South Street) and State Street, said point is also 166.19 feet North 00°01'02" East along the section line and 1,266.58 feet South 89°58'58" East from the center quarter corner of said Section 1, said point is also approximately 55.95 feet perpendicularly distant Northerly from the control line of said project opposite engineer station 119+16.22; and running thence along said existing Northerly right of way line the following three (3) courses: (1) South 89°53'00" West 434.09 feet; (2) North 88°13'07" West 62.26 feet and (3) South 89°52'22" West (South 89°53'00" West by record) 66.05 feet to the Northerly right of way and no-access line of said existing highway; thence along said existing Northerly right of way and no-access line the following four (4) courses: (1) South 89°52'22" West (South 89°53'00" West by record) 124.71 feet; (2) North 75°05'47" West 108.27 feet, (3) North 50°39'07" West 49.21 feet and (4) North 27°07'50" West 11.66 feet to a point designated as Point "A", which point is 132.43 feet perpendicularly distant Northerly from said control line opposite engineer station 110+81.70; thence North 61°24'53" East 5.44 feet to a point 135.00 feet perpendicularly distant Northerly from said control line opposite engineer station 110+86.50; thence South 39°25'56" East 13.51 feet to the beginning of a 132.44 foot radius non-tangent curve to the left at a point 124.50 feet perpendicularly distant Northerly from said control line opposite engineer station 110+95.00; thence Southeasterly along the arc of said curve 85.57 feet through a delta of 37°01'06" (Note: chord to said curve bears South 62°48'35" East for a distance of 84.09 feet) to the beginning of a 1,328.87 foot radius non-tangent curve to the left at a point 85.50 feet perpendicularly distant Northerly from said control line opposite engineer station 111+69.50; thence Easterly along the arc of said curve 185.75 feet through a delta of 08°00'32" (Note: chord to said curve bears South 84°14'46" East for a distance of 185.60 feet) to the beginning of a 1,328.87 foot radius non-tangent curve to the left at a point designated as Point "B", which point is 65.47 feet perpendicularly distant Northerly from said control line opposite engineer station 113+54.02; thence along the arc of said curve 51.99 feet through a delta of 02°14'31" (Note: chord to said curve bears South 89°22'18" East 51.99 feet) to a point 64.50 feet perpendicularly distant Northerly from said control line opposite engineer station 114+06.00; thence North 89°46'05" East 242.58 feet to a point 63.61 feet perpendicularly distant Northerly from said control line opposite engineer station 116+48.58; thence South 89°59'37" East 270.43 feet to the beginning of a 24.23 foot radius non-tangent curve to the left; thence Easterly along the arc of said curve 2.90 feet through a delta of 06°51'32" (Note: chord to said curve bears North 88°18'34" East for a distance of 2.90 feet) to said existing Northerly right of way line at a point 61.56 feet perpendicularly distant Northerly from said control line opposite engineer station 119+21.90; thence South 44°51'38" West 7.99 feet along said

existing Northerly right of way 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.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the widening of the existing highway State Route 209 known as Project No. F-0209(31)7, being part of an entire tract of property situate in the Southwest quarter of Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the Southeasterly boundary line of said entire tract which point is 1,478.22 feet South 89°53'00" West and 73.00 feet North 00°07'00" West and 7.99 feet North 44°51'38" East from a Salt Lake County monument in the intersection of SR-209 (9000 South Street) and SR-89 (State Street), said point is 171.85 feet North 00°01'02" East along the section line and 1,272.21 feet South 89°58'58" East from the center quarter corner of said Section 1, said point is also approximately 61.56 feet perpendicularly distant Northerly from the control line of said project opposite engineer station 119+21.90; and running thence Westerly along the arc of a 24.23 foot radius non-tangent curve to the right (Note: center bears South 89°48'49" East) 2.90 feet through a delta of 06°51'32" (Note: chord to said curve bears South 88°18'35" West for a distance of 2.90 feet); thence North 89°59'37" West 270.43 feet; thence South 89°46'05" West 242.58 feet to the beginning of a 1,328.87 foot radius curve to the right; thence Westerly along the arc of said curve 51.99 feet through a delta of 02°14'31" (Note: chord to said curve bears North 89°22'18" West for a distance of 51.99 feet) to a point 65.47 feet perpendicularly distant Northerly from said control line opposite engineer station 113+54.02; thence continuing along the arc of said curve 185.75 feet through a delta of 08°00'32" (Note: chord to said curve bears North 84°14'46" West for a distance of 185.60 feet) to the beginning of a 132.44 foot radius curve to the right; thence Northwesterly along the arc of said curve 85.57 feet through a delta of 37°01'06" (Note: chord to said curve bears North 62°48'35" West for a distance of 84.09 feet); thence North 39°25'56" West 13.51 feet to a point 135.00 feet perpendicularly distant Northerly from said control line opposite engineer station 110+86.50; thence North 61°24'53" East 8.15 feet to a point 138.84 feet perpendicularly distant Northerly from said control line opposite engineer station 110+93.68; thence South 39°25'56" East 11.63 feet to the beginning of a 124.44 foot radius curve to the left at a point 129.80 feet perpendicularly distant Northerly from said control line opposite engineer station 111+01.00; thence Southeasterly along the arc of said curve 33.14 feet through a delta of 15°15'24" (Note: chord to said curve bears South 52°04'59" East for a distance of 33.04 feet) to a point designated as Point "A", which point is 109.30 feet perpendicularly distant Northerly from said control line opposite engineer station 111+26.91; thence continuing Southeasterly along the arc of said curve 41.66 feet through a delta of 19°10'50" (Note: chord to said curve bears South 69°18'06" East for a distance of 41.47 feet) to the beginning of a 1,320.87 foot radius curve to the left at a point 94.34 feet perpendicularly distant Northerly from said control line opposite engineer station 111+65.58; thence Easterly along the arc of said curve 190.06 feet through a delta of 08°14'39" (Note: chord to said curve bears South 84°07'43" East for a distance of 189.89 feet) to a point designated as Point "B", which point is 73.46 feet perpendicularly distant Northerly from said control line opposite engineer station 113+54.32; thence continuing Easterly along the arc of said curve 51.70 feet through a delta of 02°14'33" (Note: chord to said curve bears South 89°22'19" East for a distance of 51.70 feet) to a point 72.50 feet perpendicularly distant Northerly from said control line opposite engineer station 114+06.01; thence North 89°46'05" East 242.61 feet to a point 71.61 feet perpendicularly distant Northerly from said control line opposite engineer station 116+48.62; thence South 89°59'37" East 281.22 feet to a point in said existing Northerly right of way line which point is 69.42 feet perpendicularly distant Northerly from said control line; thence South 44°51'38" West 11.16 feet along said existing Northerly right of way 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.

ALSO LESS AND EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the widening of the existing Monroe Street known as Project No. F-0209(47)12, being part of an entire tract of property situate in the Southwest quarter of Northeast quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing Northerly right of way line of 9000 South Street (SR-209), which point is 1,464.64 feet South 89°53'00" West along the monument line of said 9000 South Street and 86.55 feet North 00°07'00" West from a monument at the intersection of said 9000 South Street and State Street, said point is also 179.38 feet North and 1,280.18 feet East from the center of said Section 1, said point is also 32.60 feet perpendicularly distant Westerly from the Monroe Street Right of Way Control Line opposite approximate

engineer station 28+86.59; and running thence North 89°59'37" West 44.40 feet along said existing Northerly right of way line to a point 77.00 feet perpendicularly distant Westerly from said control line opposite engineer station 28+86.89; thence North 45°06'16" East 32.96 feet to a point 53.50 feet perpendicularly distant Westerly from said control line opposite engineer station 29+10.00; thence North 00°22'44" West 397.00 feet along a line parallel with said control line to a point opposite engineer station 33+07.00; thence North 03°02'42" East 58.60 feet to a point 50.00 feet perpendicularly distant Westerly from said control line opposite engineer station 33+65.50; thence North 42°30'05" West 46.96 feet to the existing Southerly right of way line of 8930 South Street at a point 81.50 feet perpendicularly distant Westerly from said control line opposite engineer station 34+00.33; thence North 89°52'22" East 45.07 feet along said existing Southerly right of way line to the existing Westerly right of way line of Monroe Street; thence along said existing Westerly right of way line the following seven (7) courses: (1) South 45°05'56" East 41.74 feet; (2) South 00°06'59" East 302.37 feet; (3) South 89°44'26" West 1.49 feet; (4) South 00°15'34" East 31.46 feet; (5) South 06°38'19" West 41.63 feet; (6) South 00°15'34" East 91.56 feet and (7) South 44°51'33" West 24.40 feet 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.

PARCEL 1A:

The non-exclusive Access and Utility Easements, appurtenant to Parcel 1 described herein, as granted and described in that certain Declaration of Access and Utility Easements recorded June 29, 2018 as Entry No. 12801134 in Book 10688 at Page 9821.