

Tax Serial Number:  
34:201:0004

RECORDATION REQUESTED BY:  
Capital Educators Federal Credit Union  
MBL Department  
275 S Stratford Dr  
Meridian, ID 83642

WHEN RECORDED MAIL TO:  
Capital Educators Federal Credit Union  
MBL Department  
275 S Stratford Dr  
Meridian, ID 83642

SEND TAX NOTICES TO:  
Capital Educators Federal Credit Union  
MBL Department  
275 S Stratford Dr  
Meridian, ID 83642

FOR RECORDER'S USE ONLY

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

### SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT AND ESTOPPEL CERTIFICATE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT dated March 30, 2020 ("Agreement"), is made and executed among CPI/American Fork Limited Partnership, whose address is 10400 W. Overland Rd PMB 420, Boise, ID 83709 ("Landlord"); Associated Fresh Markets, Inc., whose address is Attn: Steven Miner 1850 West 2100 South, Salt Lake City, UT 84119 ("Tenant"); and Capital Educators Federal Credit Union, MBL Department, 275 S Stratford Dr, Meridian, ID 83642 ("Lender").

SUBORDINATED LEASE. Tenant and Landlord have executed a lease dated November 21, 1994 of the property described herein (the "Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: Landlord and Tenant have entered into a Shopping Center Lease dated as of November 21, 1994; CPI/American Fork Limited Partnership (f/k/a CPI/Bountiful Limited Partnership) (as Landlord) and Albertson's, Inc. (as Tenant). An Assignment and Assumption Agreement dated June 1, 2006 by and between Albertson's LLC, successor to Albertson's, Inc. ("Assignor") and New Albertson's, Inc. ("Assignee"). An Assignment and Assumption Agreement dated November 2, 2009 ("Assignment Date") by and between New Albertson's, Inc., an Ohio Corporation ("Assignor") and Associated Fresh Markets, Inc., a Utah Corporation ("Assignee"); Assignor hereby assigns, sets over, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Premises and the Lease dated November 21, 1994.

The Term of the Lease is for a fixed primary term of thirty (30) consecutive years commencing on the date of Lease Memorandum (November 21, 1994) and terminating on October 31, 2024.

Tenant may extend the term of the Lease for seven (7) consecutive periods of five (5) years. The Lease provides that Tenant shall have and has an option to purchase the Leased Premises.

REAL PROPERTY DESCRIPTION. The Lease covers Landlord has leased certain premises as described; Lot 2, Plat A, Albertson's Center No. 2, American Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office. of the following described real property (the "Real Property") located in Utah County, State of Utah:

See Exhibit A, which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 135 East Main Street, American Fork, UT 84003. The Real Property tax identification number is 34:201:0004.

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (Continued)

**SUPERIOR INDEBTEDNESS.** Lender has extended or has agreed to extend the following described financial accommodations to Landlord, secured by the Real Property (the "Superior Indebtedness"):

A Promissory Note dated March 30, 2020 by and between CPI/American Fork Limited Partnership ("Borrower") and Capital Educators Federal Credit Union ("Lender"). .

**LENDER'S LIEN.** The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated March 30, 2020, from Landlord to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights").

**REQUESTED FINANCIAL ACCOMMODATIONS.** Landlord and Tenant each want Lender to provide financial accommodations to Landlord in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to Landlord, and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement.

**IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:**

**ESTOPPEL CERTIFICATE.** Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) All requirements for the commencement and validity of the Lease have been satisfied.
- (C) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (D) There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.
- (E) None of the rent, which Tenant is required to pay under the Lease, has been prepaid, or will in the future be prepaid, more than one month in advance.
- (F) The Lease shall not after the date of this Agreement be modified, terminated, or amended, without the prior written consent of Lender for any termination and each such amendment or modification. Any attempted modification, termination, or amendment without the prior written consent of Lender shall be void.
- (G) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender.

**SUBORDINATION.** Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

**NON-DISTURBANCE.** So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

**ATTORNMENT.** If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all

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## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (Continued)

Page 3

rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

**NO LIABILITY FOR LENDER.** Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be:

- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord; or
- (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or
- (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord; or
- (D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender; or
- (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (G) Liable for any construction obligation of any prior landlord, including Landlord; or
- (H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

**NEW LEASE.** If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

**ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD.** Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

- (A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan.
- (B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Landlord also will pay any court costs, in addition to all other sums provided by law.

**Authority.** Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has

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Authority.

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**SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT  
(Continued)**

authority to execute this Agreement.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Counterparts.** This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Collateral, this Agreement will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Utah. In all other respects, this Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Idaho.

**Choice of Venue.** If there is a lawsuit, Landlord agrees upon Lender's request to submit to the jurisdiction of the courts of Ada County, State of Idaho.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing among Lender, Landlord, and Tenant shall constitute a waiver of any of Lender's rights or of any of Landlord's and/or Tenant's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 30, 2020.

to all  
123456, 7890  
45678

to all  
123456, 7890  
45678

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT  
(Continued)

LANDLORD:

CPI/AMERICAN FORK LIMITED PARTNERSHIP

By: Vicki D Cantlon  
Vicki D Cantlon, Vice President of CPI/American Fork Limited Partnership

CANTLON PROPERTIES, INC., General Partner of GPI/American Fork Limited Partnership

By: Vicki D Cantlon  
Vicki D Cantlon, Vice President of Cantlon Properties, Inc.

LENDER:

CAPITAL EDUCATORS FEDERAL CREDIT UNION

X \_\_\_\_\_  
Mike Garner, Loan Officer

TENANT:

ASSOCIATED FRESH MARKETS, INC.

By: \_\_\_\_\_  
Authorized Signer for Associated Fresh Markets, Inc.

By: \_\_\_\_\_  
Authorized Signer for Associated Fresh Markets, Inc.

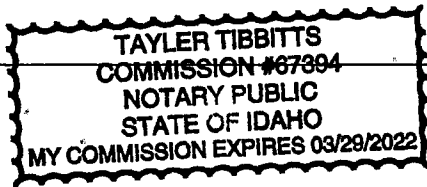
PARTNERSHIP ACKNOWLEDGMENT

STATE OF Idaho )  
 ) SS  
COUNTY OF Ada )

On this 30th day of March, 2020, before me, the undersigned Notary Public, personally appeared Vicki D Cantlon, Vice President of CPI/American Fork Limited Partnership and Vicki D Cantlon, Vice President of Cantlon Properties, Inc., General Partner of CPI/American Fork Limited Partnership, and known to me to be partners or designated agents of the partnership that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the partnership.

By: [Signature]  
Notary Public in and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

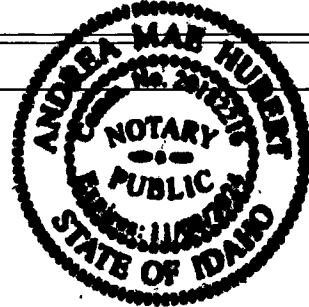


RESIDING AT: KUNA



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT  
(Continued)

LENDER ACKNOWLEDGMENT



STATE OF IDAHO )  
 ) SS  
COUNTY OF ADA )

On this 2ND day of APRIL, 20 20, before me, the undersigned Notary Public, personally appeared Mike Garner and known to me to be the Loan Officer, authorized agent for Capital Educators Federal Credit Union that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Capital Educators Federal Credit Union, duly authorized by Capital Educators Federal Credit Union through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Capital Educators Federal Credit Union.

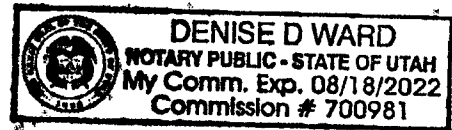
By Andrea Mae Hubert Residing at MERIDIAN  
Notary Public In and for the State of IDAHO My commission expires 11/08/2024

CORPORATE ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 30 day of March, 20 20, before me, the undersigned Notary Public, personally appeared Robert D. Ohray, Vice President, Associated Fresh Market, Inc. and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By Denise D Ward Residing at W. Jordan UT  
Notary Public In and for the State of Utah My commission expires 8-18-2022



**SUPPLEMENT TO SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE**

This Supplement to Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate (this "Supplement") is made in connection with and as a supplement to that certain "Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate" dated March 30, 2020 (the "Agreement") among CPI/American Fork Limited Partnership ("Landlord"), Associated Fresh Markets, Inc. ("Tenant") and Capital Educators Federal Credit Union ("Lender"). Capitalized terms used in this Supplement that are not defined herein have the meanings given to them in the Agreement.

This Supplement is attached to and made a part of the Agreement and amends, modifies and supplements the Agreement as set forth below. If any term, condition or statement set forth in this Supplement is inconsistent with any term, condition or statement in the Agreement, the terms, conditions and statements in this Supplement will control:

1. **Estoppel Certificate.** The section of the Agreement titled "ESTOPPEL CERTIFICATE" on page 2 is amended or modified as follows:

(a) The certifications made by Tenant in subsections (C) and (D) are made or qualified as being "to Tenant's knowledge." As used herein, "Tenant's knowledge" means the actual knowledge of Steven C. Miner, Tenant's representative who is familiar with the Lease and the Real Property and who Tenant believes to be the person with the best information and knowledge concerning the matters described in such subsections, but without any duty to independently verify or investigate.

(b) Subsection (F) is amended in its entirety to read as follows:

(F) Tenant will not enter into any material amendment or modification of the Lease, or agree to the termination thereof except as otherwise permitted or contemplated in the Lease, including as the result of a default by Landlord or the purchase of the Real Property by Tenant or its assignee pursuant to the terms of the Lease without first obtaining Lender's written consent. As used herein, a material amendment or modification means an amendment or modification that changes the term of the Lease (including the number or length of any extension or renewal term), reduces the amount of rent or other monies payable by Tenant under the Lease, or increases the financial obligations of Landlord under the Lease. Notwithstanding the foregoing, any material amendment, modification or termination made without first obtaining Lender's written consent will nevertheless be valid, binding and enforceable as between Landlord and Tenant, but will not be valid, binding or enforceable against Lender or its successor or assignee, including any purchaser at a foreclosure sale of any mortgage or deed of trust securing the Superior Indebtedness.

(c) Subsection (G) is amended by deleting the period at the end thereof and adding the following:



; provided, however, notwithstanding the foregoing, nothing herein will prevent Tenant from (a) subleasing a portion of the building located on the Real Property for use as a financial institution branch or a coffee or beverage bar, (b) subleasing or granting a license to a third party to use a portion of the parking lot located on the Real Property, or (c) assigning the Lease and Tenant's leasehold interest in the Real Property to a company affiliated with Tenant.

2. **Subordination.** Notwithstanding anything in the Agreement to the contrary, including without limitation the provisions of the section therein titled "SUBORDINATION" on page 2, the rights of Tenant under Section 9 (Indemnification and Insurance), Section 10 (Casualty), Section 11 (Condemnation) and Section 20 (Option to Purchase) of the Lease are not subordinated to Lender's Lien, but will at all times be superior to the rights of Lender.

3. **No Liability for Lender.** The section of the Agreement titled "NO LIABILITY FOR LENDER" on page 3 is amended or modified as follows:

(a) Subsection (A) is amended by deleting the semicolon at the end thereof and adding the following: ", except for acts or omissions of a continuing nature after Lender succeeds to the interest of Landlord;"

(b) Subsection (D) is amended by deleting the semicolon at the end thereof and adding the following: ", except as otherwise provided above in Subsection (F) in the section titled "ESTOPPEL CERTIFICATE," as amended by this Supplement;"

(c) Subsection (F) is amended by deleting the semicolon at the end thereof and adding the following: ", except as otherwise provided above in Subsection (F) in the Section titled "ESTOPPEL CERTIFICATE," as amended by this Supplement;"

*[Remainder of page left blank.  
Signature page follows.]*

Dated as of March 30, 2020.

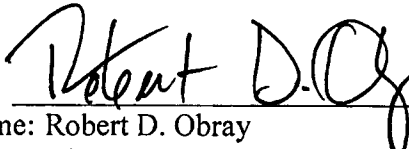
CPI/AMERICAN FORK LIMITED  
PARTNERSHIP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CAPITAL EDUCATORS FEDERAL CREDIT  
UNION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSOCIATED FRESH MARKETS, INC.

By:  \_\_\_\_\_  
Name: Robert D. Obray  
Title: Vice President

Dated as of March 30, 2020.

CPI/AMERICAN FORK LIMITED  
PARTNERSHIP

By: Vicki Cantlon  
Name: Vicki Cantlon  
Title: Vice President

CAPITAL EDUCATORS FEDERAL CREDIT  
UNION

By: [Signature]  
Name: Mike Gornus  
Title: Sr. Commercial LO.

ASSOCIATED FRESH MARKETS, INC.

By: \_\_\_\_\_  
Name: Robert D. O Bray  
Title: Vice President

addins

addins

Pro-Title & Escrow, Inc.  
File No. 35271-T

## EXHIBIT "A"

Lot 2, Plat "A", ALBERTSON'S CENTER NO. 2 SUBDIVISION, American Fork, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

LESS AND EXCEPTING THEREFROM that portion conveyed in that certain Warranty Deed recorded February 14, 2017 as Entry No. 15385:2017 in the Utah County Recorder's office, described as follows:

Beginning at the southeast corner of said Lot 2, which point also being 49.50 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 209+38.49, and running thence North 89°18'27" West 23.53 feet along the south line of said Lot 2 to a point being 49.50 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 209+14.96; thence North 47°51'45" East 31.92 feet to a point being 71.17 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 209+38.37; thence South 00°22'39" West 21.70 feet along the east line of said Lot 2 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.