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RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Eric S. Meier, Esq.  
c/o The Taubman Company LLC  
200 East Long Lake Road  
Bloomfield Hills, MI 48304

11226300  
08/11/2011 12:37 PM \$41.00  
Book - 9942 Pg - 5438-5450  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
CHEESECAKE FACTORY  
26901 MALIBU HILLS RD  
AGOURA CA 91301  
BY: ZJM, DEPUTY - MA 13 P.

SUBORDINATION,  
NONDISTURBANCE  
AND ATTORNMENT AGREEMENT

NOTICE: **THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

DEFINED TERMS

<p>Execution Date: As of <u>July 18</u>, 2011.</p> <p>Ground Lessor &amp; Address:</p> <p>CITY CREEK RESERVE, INC. 15 East South Temple, Suite 800 Salt Lake City, Utah 84150 Attn: President</p> <p>with a copy to:</p> <p>Office of General Counsel The Church of Jesus Christ of Latter-day Saints 50 East North Temple Street Salt Lake City, Utah 84150-5100 Attn: Associate General Counsel- Domestic</p> <p>Tenant &amp; Address:</p> <p>The Cheesecake Factory Restaurants, Inc. 26901 Malibu Hills Road Calabasas Hills, CA 91301 Attn: General Counsel</p>
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<b>Landlord &amp; Address:</b> City Creek Center Associates, LLC c/o The Taubman Company LLC 200 East Long Lake Road P.O. Box 200 Bloomfield Hills, MI 48303-0200
<b>Loan:</b> Not Applicable.
<b>Note:</b> Not Applicable.
<b>Mortgage:</b> Not Applicable
<b>Fee Agreement:</b> The Fee Restaurant Conveyance Agreement entered into by Ground Lessor and Landlord dated _____, 2011.
<b>Lease and Lease Date:</b> The lease entered into by Landlord and Tenant dated as of June 28, 2011 covering the Premises. The Premises are more particularly described on Exhibit A.
<b>Property:</b> City Creek Center 50 South Main Street Salt Lake City, Utah 84101-
The Property is more particularly described on Exhibit B.

**THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT** (the "Agreement") is made by and among Tenant, Landlord, and Ground Lessor and affects the Premises described in Exhibit A and the parking facilities (the "Parking Facilities") at the Property described in Exhibit B. Certain terms used in this Agreement are defined in the Defined Terms. This Agreement is entered into as of the Execution Date with reference to the following facts:

A. Ground Lessor (as landlord) and Landlord (as tenant) are parties to a Retail Center Airspace Lease dated December 4, 2008 covering the Property ("Underlying Lease").

B. Landlord and Tenant have entered into the Lease covering space in the improvements located in and upon the Premises. The Premises comprise a portion of the Property.

C. Prior to a restaurant opening for business in the Premises, Ground Lessor will, pursuant to the provisions of the Fee Agreement, convey to Landlord fee title to that portion of the Property comprising the Premises. Upon such occurrence, the Landlord will own fee title to the Premises subject to the provisions of the Underlying Lease and the Fee Agreement. Further, the Fee Agreement provides, among other things, that the Ground Lessor may at any time require that the Landlord convey back to Ground Lessor fee title to that portion of the Property first conveyed to Landlord, at which time the conveyed Property would remain subject to the provisions of the Underlying Lease.

D. Landlord, Tenant and Ground Lessor all wish to confirm the subordination of the Lease to the Underlying Lease and the Fee Agreement.

E. Tenant has requested that Ground Lessor agree not to disturb Tenant's rights in the Premises pursuant to the Lease in the event Ground Lessor terminates the Underlying Lease, but only if Tenant is not then in default under the Lease and Tenant attorns to Ground Lessor.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Subordination. The Lease and the leasehold estate created by the Lease and all of Tenant's rights under the Lease are and shall remain subordinate to the Underlying Lease, to all rights of Ground Lessor under the Underlying Lease and the Fee Agreement, and to all renewals, amendments, modifications and extensions of the Underlying Lease and the Fee Agreement, subject, however, to the provisions of this Agreement.

2. Acknowledgements by Tenant. Tenant agrees that: (a) Tenant shall send a copy of any notice or statement under the Lease to Ground Lessor at the same time Tenant sends such notice or statement to Landlord. (b) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a nondisturbance agreement in regard to the Underlying Lease.

3. Termination. In the event of a termination of the Underlying Lease or if Ground Lessor acquires, re-acquires or holds fee title to the Premises free of the Underlying Lease pursuant to the Fee Agreement or otherwise (collectively, a "Termination"),

(a) So long as Tenant is not in default under any of the provisions of this Agreement or the Lease beyond the applicable notice and cure period, the Lease shall continue in full force and effect as a direct lease between Ground Lessor and Tenant, and Ground Lessor will not disturb the possession of Tenant, subject to this Agreement. To the extent that the Lease is extinguished as a result of a Termination, a new lease shall automatically go into effect upon the same provisions as contained in the Lease between Landlord and Tenant, except as set forth in this Agreement, for the unexpired term of the Lease. Tenant agrees to attorn to and accept Ground Lessor as landlord under the Lease and to be bound by and perform all of the obligations imposed on Tenant by the Lease, or, as the case may be, under the new lease, in the event that the Lease is extinguished by a Termination. Upon any Termination, Ground Lessor will be bound by and perform all of the obligations imposed on the Landlord by the Lease, or, as the case may be, under the new lease, except as set forth in this Agreement; provided, however, that Ground Lessor shall not be: (i) liable for any act or omission of a prior landlord (including Landlord); or (ii) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord) except that Tenant shall remain entitled to exercise the offsets and defenses expressly set forth in the Lease; or (iii) bound by any rent or additional rent which Tenant might have paid in advance to any prior landlord (including Landlord) for a period in excess of one month or by any security deposit, cleaning deposit or other sum that Tenant may have paid in advance to any prior landlord (including Landlord); or (iv) bound by any amendment, modification, assignment or termination of the Lease made without the written consent of Ground Lessor, except for any assignment or termination of the Lease by Tenant which under the terms of the Lease does not require Landlord's consent; (v) obligated or liable with respect to any representations, warranties or indemnities contained in the Lease (except as provided in subparagraph (c) below); or (vi) liable to Tenant or any other party for any conflict between the provisions of the Lease and the provisions of any other lease affecting the Property which is not entered into by Ground Lessor.

(b) Upon the written request of Ground Lessor after a Termination, the parties shall execute a lease of the Premises upon the same provisions as contained in the Lease between Landlord and Tenant, except as set forth in this Agreement, for the unexpired term of the Lease.

(c) Notwithstanding any provisions of the Lease to the contrary, from and after the date of any Termination, (i) Ground Lessor will not be obligated to expend any monies to restore casualty damage in excess of available insurance proceeds (and if such proceeds shall be insufficient to restore such damage and Ground Lessor does not elect to pay the difference, then Tenant shall have the right to terminate the Lease); (ii) Tenant shall not have the right to make repairs and deduct the cost of such repairs from the rent without a judicial determination that Ground Lessor is in default of its obligations under the Lease; (iii) in no event will Ground Lessor be obligated to indemnify Tenant, except as provided in Section 11.03 of the Lease, or where Ground Lessor is in breach of its obligations under the Lease or where Ground Lessor has been actively negligent in the performance of its obligations as landlord; and (iv) other than determination of fair market value, no disputes under the Lease shall be subject to arbitration unless Ground Lessor and Tenant agree to submit a particular dispute to arbitration.

4. Subordination and Release of Purchase Options. Tenant represents that it has no right or option of any nature to purchase the Property or any portion of the Property. To the extent Tenant has or acquires any such right or option, these rights or options are acknowledged to be subject and subordinate to the Underlying Lease and are waived and released as to Ground Lessor.

5. Acknowledgment by Landlord. In the event of a default under the Underlying Lease, at the election of Ground Lessor, Tenant shall and is directed to pay all rent and all other sums due under the Lease to Ground Lessor, and all amounts so paid shall be deemed in satisfaction of Tenant's obligations therefor under the Lease.

6. Construction of Improvements. Ground Lessor shall not have any obligation or incur any liability with respect to the completion of tenant improvements for the Premises.

7. Notice. All notices under this Agreement shall be deemed to have been properly given if delivered by overnight courier service or mailed by United States certified mail, with return receipt requested, postage prepaid to the party receiving the notice at its address set forth in the Defined Terms (or at such other address as shall be given in writing by such party to the other parties) and shall be deemed complete upon receipt or refusal of delivery.

8. Miscellaneous. Ground Lessor shall not be subject to any provision of the Lease that is inconsistent with this Agreement. Nothing contained in this Agreement shall be construed to derogate from or in any way impair or affect the provisions of the Underlying Lease. This Agreement shall be governed by and construed in accordance with the laws of the State of in which the Property is located.

9. Parking. For purposes of this section, the term "Operator" shall mean the party from time to time operating the Parking Facilities, whether the Operator be Ground Lessor, or Landlord or third party operator under contract with Ground Lessor. Ground Lessor acknowledges and agrees that Tenant shall have the rights and privileges described in Section 8.02 and Exhibit E of the Lease with respect to the Parking Facilities, and for this purpose Section 8.02 and Exhibit E of the Lease are deemed incorporated into this Agreement and by reference made a part hereof. Notwithstanding anything in the italicized print in the first paragraph of Section 8.02 of the Lease to the contrary, Ground Lessor agrees to take any and all appropriate action (and to direct Operator to take any and all appropriate action) reasonably necessary from time to time so that Tenant may continue to exercise such rights and privileges during the term of the Lease.

10. Liability and Successors and Assigns. From and after any Termination, Ground Lessor shall have no obligation nor incur any liability to Tenant other than as set forth in this Agreement. This Agreement shall run with the land and shall inure to the benefit of the parties and, their respective successors and permitted assigns. The interest of Tenant under this Agreement may not be assigned or transferred except in connection with an assignment of its interest in the Lease.

11. USA Patriot Act. Tenant hereby represents, warrants and covenants to Ground Lessor, that neither Tenant, nor any Guarantor of Tenant's obligations under the Lease, nor any person or entity that directly or indirectly, controls either Tenant or any such Guarantor or has an ownership interest in Tenant or such Guarantor of twenty-five percent (25%) or more, appears on the list of Specially Designated Nationals and Blocked Persons ("OFAC List") published by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. The representations, warranties and covenants made by Tenant pursuant to this Section 11 shall be continuing during the term of the Lease and Tenant's failure to comply with the provisions of this Section 11 shall relieve Ground Lessor of any of its obligations pursuant to Section 3(a) hereof. Additionally, Tenant agrees to provide to Ground Lessor any information reasonably requested by Ground Lessor including without limitation, organizational structural charts and organizational documents which Ground Lessor may deem to be necessary in order for Ground Lessor to confirm Tenant's compliance with the provisions of this Section.

12. Fee Agreement. Ground Lessor covenants that prior to, concurrent with, or as soon as commercially possible after, a Termination, that Ground Lessor will exercise its rights under the Fee Agreement to again acquire fee title to the Premises. Tenant acknowledges that the Lease is subordinate and subject to the provisions of both the Underlying Lease and the Fee Agreement, subject however, to the provisions of this Agreement.

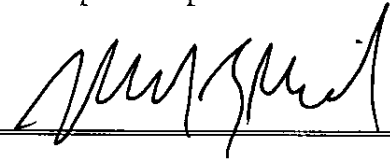
**IN WITNESS WHEREOF**, the parties have executed this Subordination, Nondisturbance and Attornment Agreement as of the Execution Date.

(Remainder of page intentionally left blank.)

IT IS RECOMMENDED THAT THE PARTIES CONSULT WITH THEIR ATTORNEYS PRIOR TO THE EXECUTION OF THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT.

GROUND LESSOR:

CITY CREEK RESERVE, INC.,  
a Utah nonprofit corporation

By   
Its

State of Utah

County of Salt Lake

On July 18th, 2011 before me, Sarahi D. Soperanez, personally appeared MARK B. GIBBONS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


WITNESS my hand and official seal.

Signature  (Seal)



TENANT:

**THE CHEESECAKE FACTORY RESTAURANTS, INC.,**  
a California corporation

By   
Its Vice President

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, 2011 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. :

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

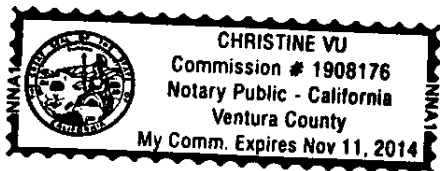
State of California

County of Los Angeles }

On July 13, 2011 before me, Christine Vu, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Debby Zurrzolo  
Name(s) of Signer(s)

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Christine Vu  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

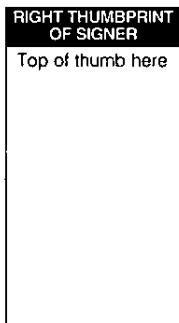
Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Partner —  Limited  General

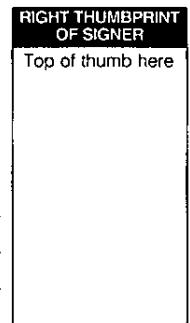
Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





LANDLORD:

CITY CREEK CENTER ASSOCIATES LLC,  
a Delaware limited liability company

State of Michigan  
County of Oakland

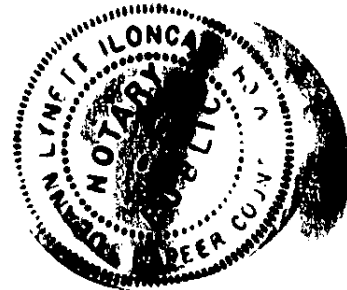
By [Signature]  
Its Authorized Signatory

On July 14, 2011 before me, Deanna Lynett Ilonca, personally appeared Chris Neaply, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Deanna Lynett Ilonca (Seal)

DEANN LYNETT ILONCA  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Mar 23, 2014  
ACTING IN COUNTY OF Oakland



**PREMISES DESCRIPTION**

~~Detail Center Airspace Lease~~

~~Exhibit A, Part 11~~

~~Block 75 Fee Property~~

MSM

Cheesecake Portion of Building "H" Parcel

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET SAID POINT BEING S89°58'06"W 250.64 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4320.06 TO ELEVATION 4350.67 AND RUNNING THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 74.01 FEET; THENCE NORTH 77.08 FEET; THENCE N06°32'16"E 27.60 FEET; THENCE N13°04'32"E 2.67 FEET; THENCE N19°36'48"E 27.60 FEET; THENCE N25°58'32"E 1.85 FEET; THENCE N63°28'51"W 9.18 FEET; THENCE N27°19'41"E 3.67 FEET; THENCE N30°23'24"E 30.40 FEET; THENCE N49°42'48"E 30.40 FEET; THENCE N52°46'31"E 3.67 FEET; THENCE S36°24'57"E 6.34 FEET; THENCE N54°34'11"E 3.33 FEET; THENCE N58°45'18"E 17.14 FEET; THENCE N62°56'26"E 2.24 FEET; THENCE S24°52'53"E 2.59 FEET; THENCE EAST 11.57 FEET; THENCE SOUTH 16.53 FEET; THENCE S89°58'21"W 10.05 FEET; THENCE S00°09'54"W 178.05 FEET TO THE POINT OF BEGINNING.

CONTAINS Approximately 12,793 SQ. FT.

Exhibit A

EXHIBIT B  
PROPERTY DESCRIPTION  
Retail Center Airspace Lease  
Block 75 Fee Property  
In the County of Salt Lake, State of Utah

*Exhibit B*

Page 1

4811-7926-9641.1

**BK 9942 PG 5448**

## PROPERTY DESCRIPTION

Retail Center Airspace Lease  
Exhibit A, Part 1A  
Block 75 Fee Property

BLOCK 75 FEE PROPERTY: 12-8-09

BEGINNING AT A POINT N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N89°59'16"E ALONG THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 59.08 FEET; THENCE S00°09'54"W 3.50 FEET; THENCE N89°58'54"E 29.20 FEET; THENCE N00°09'54"E 30.13 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 270.92 FEET; THENCE S89°57'59"W 185.10 FEET; THENCE S00°09'54"W 60.03 FEET; THENCE N89°58'23"E 5.00 FEET; THENCE S00°09'54"W 13.01 FEET; THENCE S89°58'21"W 70.54 FEET; THENCE S00°09'54"W 178.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 327.12 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING AREA 1:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE NORTH LINE OF LOT 6, SAID POINT ALSO BEING S89°59'16"W 253.29 FEET FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4336.06 AND BELOW AND RUNNING S00°01'17"W 165.10 FEET; THENCE S89°58'54"W 19.51 FEET; THENCE N00°01'17"E 165.10 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND SAID NORTH LINE OF LOT 6; THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND SAID NORTH LINE OF LOT SIX (6) 19.51 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE KEY BANK TOWER PARCEL DESCRIBED AS:

ALL OF THAT VOLUME OF SPACE WHICH LIES ABOVE AN ELEVATION OF 4424.92 FEET, AS MEASURED VERTICALLY ABOVE SALT LAKE CITY LEVEL DATUM, FORMED BY PROJECTING VERTICALLY UPWARDS THE FOLLOWING BOUNDARY:

BEGINNING S00°09'53"W 19.01 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE S89°58'36"W 206.12 FEET; THENCE N00°09'53"E 104.04 FEET; THENCE N89°58'46"E 206.12 FEET; THENCE S00°09'53"W 104.03 TO THE POINT OF BEGINNING.

(THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES FLOORS 7 THROUGH 27 OF THE KEY BANK TOWER, FORMERLY KNOWN AS THE BENEFICIAL LIFE TOWER.)

*Exhibit B*

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LESS AND EXCEPTING THE FOLLOWING AREAS A, B, C AND D COMPRISING TOGETHER THE KEY BANK LOWER OFFICE PARCEL:

AREA A:

ALL OF THAT VOLUME OF SPACE WHICH LIES ABOVE AN ELEVATION OF 4356.00 TO 4424.92 FEET, AS MEASURED VERTICALLY ABOVE SALT LAKE CITY LEVEL DATUM, FORMED BY PROJECTING VERTICALLY UPWARDS THE FOLLOWING BOUNDARY:

BEGINNING S00°09'53"W 32.48 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE S89°55'18"W 219.90 FEET; THENCE N00°01'39"W 89.11 FEET; THENCE S89°48'35"E 14.07 FEET; THENCE N00°09'53"E 28.67 FEET; THENCE N89°58'46"E 206.12 FEET; THENCE S00°09'53"W 117.51 FEET TO THE POINT OF BEGINNING.

(THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES FLOORS 3 THROUGH 6 OF THE KEY BANK LOWER OFFICE PARCEL.)

AREA B:

BEGINNING N00°09'53"E 21.83 FEET AND WEST 77.54 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE WEST 109.30 FEET; THENCE NORTH 22.75 FEET; THENCE EAST 98.42 FEET; THENCE SOUTH 2.22 FEET; THENCE EAST 7.73 FEET; THENCE NORTH 2.53 FEET; THENCE EAST 3.38 FEET; THENCE SOUTH 2.08 FEET; THENCE EAST 3.76 FEET TO A 90.59 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S83°38'24"E; THENCE ALONG SAID ARC 6.48 FEET (CHORD BEARS S04°18'41"W 6.48 FEET); THENCE WEST 3.50 FEET; THENCE SOUTH 14.52 FEET TO THE POINT OF BEGINNING.

AREA C:

BEGINNING S00°09'53"W 32.48 FEET FROM THE SOUTHEAST CORNER OF LOT 7, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY AT THE SALT LAKE CITY DATUM ELEVATION 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE S89°55'18"W 31.93 FEET; THENCE NORTH 6.44 FEET; THENCE WEST 14.92 FEET; THENCE NORTH 11.29 FEET; THENCE WEST 90.62 FEET; THENCE NORTH 23.85 FEET; THENCE N82°52'30"W 32.00 FEET; THENCE NORTH 8.79 FEET; THENCE WEST 32.63 FEET; THENCE NORTH 9.89 FEET; THENCE EAST 15.46 FEET; THENCE NORTH 12.59 FEET; THENCE EAST 99.80 FEET; THENCE NORTH 40.70 FEET; THENCE N89°58'46"E 86.92 FEET; THENCE S00°09'53"W 117.51 FEET TO THE POINT OF BEGINNING.

AREA D:

BEGINNING AT A POINT THAT IS S00°09'35"W 274.11 FEET AND WEST 20.61 FEET FROM THE NORTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE SOUTH 44.83 FEET; THENCE WEST 13.79 FEET; THENCE SOUTH 3.67 FEET; THENCE WEST 14.70 FEET; THENCE NORTH 1.74 FEET; THENCE WEST 10.66 FEET; THENCE NORTH 11.56 FEET; THENCE EAST 9.29 FEET; THENCE NORTH 35.20 FEET; THENCE EAST 29.87 FEET TO THE POINT OF BEGINNING.

Exhibit B

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