

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

REN R HAYHURST, ESQ.
BRYAN CAVE LLP
3161 MICHELSON DRIVE, SUITE 1500
IRVINE, CALIFORNIA 92612

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5/11/2015 11:36:00 AM \$46.00
Book - 10322 Pg - 9191-9206
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 16 P.

Esc: 576558-CP

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

FedEx Lease No. 87-2877

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

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT ("Agreement") is entered into as of the 27th day of February, 2015, by and among **FEDERAL EXPRESS CORPORATION ("Tenant"), **UNION WOODS ACQUISITION PARTNERS, LLC** ("Borrower") and **CALIFORNIA BANK & TRUST** ("Lender").**

RECITALS:

A. Borrower is the owner of certain real property (the "Premises") located in Midvale, Utah, as further described in the attached Exhibit "A", together with all improvements located on it.

B. Lender has made or is planning to make a loan (the "Loan") to Borrower in the principal amount of \$11,060,000.00. Borrower's obligation to repay the Loan is evidenced by its promissory note (the "Note"); the obligation to pay the indebtedness evidenced by the Note is secured by the lien of a deed of trust or mortgage (the "Mortgage") that encumbers title to the Premises. The Note, the Mortgage, this Agreement and all other documents evidencing, securing the repayment of, or relating to, the Loan are collectively referred to as the "Loan Documents."

C. Tenant and Borrower (as landlord) entered into a lease (as amended, the "Lease") dated April 15, 1987, and last amended November 1, 2006, under the terms of which Borrower leases the Premises to Tenant.

D. Lender is willing to continue the Loan to Borrower if Tenant agrees to subordinate Tenant's rights under the Lease to the lien or charge of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to

such subordination and attornment and other conditions if Lender agrees not to disturb Tenant's possession in accordance with the terms of the Lease, all as set forth more fully below.

AGREEMENTS:

The parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements and extensions of and to them are and will remain at all times a lien or charge on the Premises prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant arising under its terms. Tenant subjects and subordinates the Lease, Tenant's leasehold estate and all rights and privileges arising in Tenant's favor under the terms of the Lease to the lien or charge of the Loan Documents in favor of Lender. Tenant consents to Borrower's execution and delivery of the Note and the Mortgage. Tenant further acknowledges that, in making disbursements in accordance with the Loan Documents, Lender has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses them, and any application or use of such proceeds will not defeat the subordination that Tenant makes in this Agreement, in whole or in part.

2. Definitions of "Transfer of the Premises" and "Purchaser". The term "Transfer of the Premises" means any transfer of Borrower's interest in the Premises by foreclosure or trustee's sale or as a result of any other action or proceedings for the enforcement of the Mortgage or any transfer by deed in lieu of foreclosure. The term "Purchaser" means any transferee, including Lender, that acquires Borrower's interest in the Premises as a result of a Transfer of the Premises, and all successors and assigns, including Lender, of that initial transferee.

3. Non-Disturbance. Notwithstanding any Transfer of the Premises, Lender's seizure of possession of the Premises, any other similar action to enforce the Mortgage, or any other action taken in connection with the Mortgage:

- (a) the holder or beneficiary of the Mortgage will not name or join Tenant in any foreclosure, trustee's sale or other proceeding to enforce the Mortgage unless an Event of Default, as defined in the Lease, has occurred and is continuing or the joinder is required by law in order to perfect the foreclosure, trustee's sale or other proceeding;
- (b) the enforcement of the Mortgage will not terminate the Lease or disturb Tenant in its possession and use of the Premises unless an Event of Default has occurred and is continuing; and
- (c) the leasehold estate granted by the Lease will not be affected in any manner so long as no Event of Default has occurred and is continuing and in no event neither Lender, if it becomes the Purchaser or if it takes possession of the Premises in accordance with the terms of the Mortgage, nor any other Purchaser will:

- (i) be liable for any damages attributable to any act, omission, representation or warranty of any prior landlord (including Borrower);
- (ii) be subject to any offset, counterclaim or defense that the parties have not specifically contemplated in the Lease and that Tenant may have against any prior landlord;
- (iii) be bound by any prepayment that Tenant makes more than 30 days in advance of the date on which the payment becomes due under the terms of the Lease or for any security deposit not actually delivered to Purchaser or by any modification or amendment of the Lease made without Lender's consent unless the parties specifically contemplated the prepayment, amendment or modification in the Lease and the parties observe all conditions set forth in the Lease that relate to the prepayment, amendment or modification; or
- (iv) be obligated to complete any pre-occupancy construction work.

The foregoing agreement will not affect Tenant's right to exercise or to continue to exercise after Purchaser succeeds to Borrower's interest in the Premises any remedy, including, without limitation, the offsetting of rent, that may be available to Tenant by virtue of any default that occurs in respect of the performance of Borrower's obligations under the terms of the Lease and of which Tenant has given Lender written notice and an opportunity to rectify Borrower's default prior to Purchaser's succession to Borrower's interest.

4. Attornment. If any Transfer of the Premises occurs, the Purchaser will be bound to Tenant and Tenant will be bound to the Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease and any extensions or renewals of that term, whether occurring by reason of the exercise of any valid extension or renewal option contained in the Lease or otherwise, all with the same force and effect as if the Purchaser had been the original landlord designated in the Lease, except to the extent that Section 3(c) above provides otherwise. Tenant attorns to the Purchaser, including Lender if it becomes the Purchaser, as the landlord under the Lease. This attornment will be effective and self-operative without the execution of any further instruments, upon the Purchaser's succession to the landlord's interest under the terms of the Lease.

5. Use of Proceeds. So long as no Event of Default has occurred and is continuing and the Lease is in full force and effect according to its original terms or as amended with Lender's consent, Lender will (i) permit any proceeds paid in respect of the insurance Borrower maintains in force in accordance with the terms of the Lease to be used for the restoration of the Premises and otherwise applied as provided in the Lease, and (ii) permit any condemnation award paid in connection with a taking of any part of the Premises or any proceeds of a sale made in lieu of condemnation of a part of the Premises to be used for the repair and alteration of the remainder of the Premises as provided in the Lease. Lender may, however, impose reasonable conditions on the time and manner of the disbursement of the insurance proceeds, condemnation awards or sales proceeds.

6. Default By Borrower. If Borrower defaults in the performance of obligations it undertakes under the terms of the Loan Documents, Tenant will recognize the assignment of rents Borrower made to Lender in the Mortgage and will pay to Lender as assignee all rents that become due under the terms of the Lease after Tenant receives all of the following:

- (i) written notice from Lender that Borrower is in default under the terms of the Loan Documents;
- (ii) an IRS form W-9 that sets forth Lender's federal tax identification number;
- (iii) the addresses to which the Lender wishes Tenant to send notices to Lender and to which Lender wishes Tenant to remit Base Rent and other sums becoming due in accordance with the terms of the Lease; and
- (iv) such information regarding Lender that Tenant's internal policies and procedures may reasonably require and that Tenant requests within 10 business days after the date Tenant receives written notice from Lender of Borrower's default.

Moreover, if a Transfer of the Premises occurs, Tenant will pay to Purchaser all rents that become due under the terms of the Lease after Tenant receives all of the following from Purchaser:

- (v) written notice from Purchaser that Borrower is in default under the terms of the Loan Documents;
- (vi) an IRS form W-9 that sets forth Purchaser's federal tax identification number;
- (vii) the addresses to which the Purchaser wishes Tenant to send notices to Purchaser and to which Purchaser wishes Tenant to remit Base Rent and other sums becoming due in accordance with the terms of the Lease;
- (viii) such information regarding Purchaser that Tenant's internal policies and procedures may reasonably require and that Tenant requests within 10 business days after the date Tenant receives written notice from Purchaser of the Transfer of the Premises; and
- (ix) a copy of the written agreement or agreements that evidence the Transfer of the Premises, including, if applicable, a copy of a recorded deed or assignment reflecting the transfer of Borrower's interest in the Premises to Purchaser (whether one deed or assignment or a chain of successive deeds or assignments, as applicable).

Borrower authorizes Tenant to accept the direction of Lender or the Purchaser and waives all claims against Tenant for any sums so paid at Lender's or Purchaser's direction.

Lender, on behalf of itself and any Purchaser, acknowledges, however, that Tenant will be making payments of rent to Borrower by means of computer-generated checks or electronic funds transfers and that Tenant will require a period of time within which to re-program its accounts payable computer system to reflect Tenant's receipt of Lender's or Purchaser's direction. Consequently, Tenant will have no liability to Lender or Purchaser for any regularly scheduled installment of rent remitted to Borrower or any prior transferee of title to the Premises during the period that begins on the date of Tenant's receipt of Lender's or Purchaser's direction and that ends 30 days after that date. Tenant's payment of rents to Lender in accordance with the foregoing will continue until the first to occur of the following:

- (a) no further rent is due or payable under the terms of the Lease;
- (b) Lender gives Tenant notice that Borrower has rectified the default that existed in respect of its obligations under the terms of the Loan Documents and instructs Tenant to make subsequent remittances of the rent to Borrower; or
- (c) a Transfer of the Premises occurs and the Purchaser gives Tenant notice of that Transfer. The Purchaser will automatically succeed to Borrower's interest under the terms of the Lease as provided in Sections 3 and 4 above, after which time the rents and other benefits accruing in favor of Borrower under the terms of the Lease will be payable to the Purchaser as the owner of the Premises, subject to the terms of this Section 6.

7. Limitation on Lender's Performance. Nothing in this Agreement obligates Lender to perform any covenant made by Borrower as landlord in the Lease unless and until Lender obtains title to the Premises as Purchaser or takes possession of the Premises in accordance with the terms of the Mortgage, and then only during the time when Lender holds title to or possession of the Premises.

8. Tenant's Covenants. During the term of the Lease, without Lender's prior written consent, Tenant may not:

- (a) pay to any landlord (including Borrower) any installment of rent more than one month in advance of the time it becomes due under the terms of the Lease; or
- (b) cancel, terminate or surrender the Lease, except through the exercise of a right expressly accorded to Tenant in the Lease; or
- (c) assign the Lease or sublet any portion of the Premises, except as expressly permitted without the landlord's consent in the Lease.

9. Notices of Default; Material Notices. Tenant must send to Lender a copy of any notice of default or similar statement connected with the Lease at the same time that it sends that notice or statement to Borrower. Borrower must also send to Lender copies of all material notices that it gives to Tenant in connection with the Lease. Tenant and Borrower will deliver those notices to Lender in the manner and at the addresses set forth below.

10. Limitation on Liability. Regardless of anything in the Lease or this Agreement apparently to the contrary, Tenant may not seek to satisfy any judgment that Tenant obtains by reason of the negligence of any Purchaser or any of its directors, officers, agents, employees or contractors or by reason of that Purchaser's failure to perform any of the obligations incumbent upon the landlord under the terms of the Lease from any source other than that Purchaser's interest in the Premises and the revenue generated by the operation of the Premises, except as provided below. Tenant may, however, satisfy any such judgment by offsetting the amount of the judgment against rent becoming due under the terms of the Lease. The foregoing limitation on the sources of Tenant's recovery will not apply in those instances (i) where proceeds of any insurance are available to satisfy the judgment, (ii) where Tenant obtains the judgment because of the Purchaser's misapplication of funds that an insurer or a condemning authority pays to the Purchaser and that the Purchaser must use for restoration of the Premises in accordance with the terms of the Lease, (iii) where Tenant obtains the judgment because of the Purchaser's misapplication of funds that Tenant pays to the Purchaser for remittance to a third party, such as a taxing authority, or (iv) where Tenant obtains the judgment because of the Purchaser's fraud. After application of the proceeds of any insurance that are available to satisfy a judgment that Tenant obtains by reason of the negligence of any Purchaser or any of its directors, officers, agents, employees or contractors or by reason of that Purchaser's failure to perform any of the obligations incumbent upon the landlord under the terms of the Lease, Tenant may not seek to satisfy the balance of such judgment remaining after such application from any source other than that Purchaser's interest in the Premises and the revenue generated by the operation of the Premises, except as expressly provided above. Nothing contained in this Section impairs, affects, lessens, abrogates or otherwise modifies the obligations of Borrower to Tenant under the terms of the Lease.

11. Lender's Rights to Cure Default. If any act or omission by Borrower gives Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant may not exercise that right or make that claim until it has given Lender written notice of the occurrence of that act or omission and Lender has failed to rectify the condition giving rise to that right or that claim within (i) 10 days, if Lender can accomplish the rectification by the mere payment of money, (ii) 30 days, if Lender cannot accomplish the rectification by the mere payment of money and the rectification does not require Lender to obtain possession of the Premises, and (iii) a reasonable time, if Lender cannot accomplish the rectification by the mere payment of money, the rectification requires Lender to obtain possession of the Premises, and Lender both commences efforts to obtain possession of the Premises and to rectify the condition within 15 days after the delivery of Tenant's notice and diligently and continuously pursues those efforts. The foregoing does not obligate Lender to undertake the rectification of any default by Borrower in respect of the performance of its obligations under the terms of the Lease.

12. Termination of Agreement. If no Transfer of the Premises occurs, this Agreement becomes void upon payment in full of the indebtedness evidenced by the Note and the recordation of a release or satisfaction of the Mortgage.

13. Integration. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease and the leasehold estate that it creates to the lien or charge of the Loan Documents. This Agreement supersedes and cancels all oral

negotiations and all prior writings relating to that subordination including any provisions of the Lease that provide for the subordination of the Lease. The parties intend this Agreement as the final expression of their agreement relating to the subordination of the Lease to the operation and effect of the Loan Documents. The parties may amend this Agreement only by means of a written agreement that the parties or their respective successors in interest sign.

14. Notices. All notices connected with this Agreement must be in writing and the parties must deliver those notices by means of messenger service, Federal Express overnight delivery service, or by registered or certified United States mail, postage prepaid, sent to the recipient at its address specified below. Notices will be effective upon receipt or when the recipient refuses proper delivery. Any party may change its address for the delivery of notices connected with this Agreement by delivering notice to all other parties in accordance with this Section. Service of any notice on any one Borrower will be effective service on Borrower for all purposes.

To Lender: California Bank & Trust
1900 Main Street
Suite 350
Irvine, California 92614
Attn: Joelle Narvaez

To Borrower: UNION WOODS ACQUISITIONS PARTNERS LLC
c/o Oaktree Capital Management, L.P.
333 S. Grand Avenue, 28th Floor
Los Angeles, CA 90071
Attn: Mark Jacobs and Derek Smith
Facsimile No.: (213) 830-6392

To Tenant: Federal Express Corporation
3680 Hacks Cross Road,
Building H, 3rd Floor
Memphis, Tennessee 38125
Attn: Manager, Real Estate (#87-2877)

with a copy to:

Federal Express Corporation
Legal Department
3620 Hacks Cross Road
Building B, 3rd Floor
Memphis, TN 38125
Attn: Managing Director,
Business Transactions (#87-2877)


15. Attorneys' Fees. If any lawsuit or arbitration arising out of or relating to this Agreement commences, the prevailing party is entitled to recover from each other party, in addition to costs and expenses otherwise allowed by law, such sums as the court or arbitrator may adjudge to be reasonable attorneys' fees in the action or arbitration, including the reasonable value of services rendered by in-house counsel.

16. Miscellaneous Provisions. This Agreement inures to the benefit of and binds the parties and their respective successors and assigns. The laws of the state where the Premises are located, without regard to the choice of law rules of that State, will govern the interpretation and enforcement of this Agreement. As used in this Agreement, the word "include(s)" means "include(s), without limitation," and the word "including" means "including, without limitation."

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TENANT: FEDERAL EXPRESS CORPORATION,
a Delaware Corporation

Approved
Legal Department
JBYM 2/23/2015
MLP 2/23/15

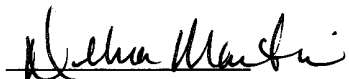
By: 
Name: John George
Title: Manager Real Estate

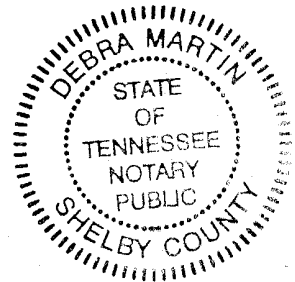
ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

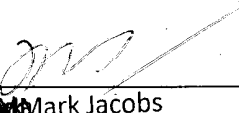
On 2/24/15 before me, Debra Martin, a Notary Public in and for the State of Tennessee, personally appeared John George, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

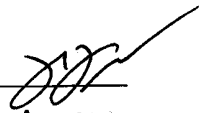
WITNESS my hand and official seal.


(Signature) *My commission expires 1/24/17*



BORROWER: UNION WOODS ACQUISITIONS PARTNERS
LLC,
a Delaware limited liability company

By: 
Name: Mark Jacobs
Title: Authorized Signatory


Name: Jared Lazarus
Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

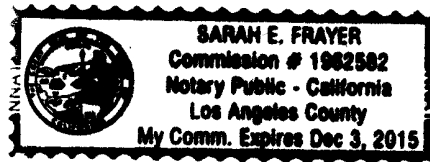
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On March 31, 2015 before me, Sarah E. Frayer, Notary Public, personally appeared Mark Jacobs and Jared Lazarus, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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 Sarah Frayer
Sarah E. Frayer, Notary Public
My Commission Expires: Dec 3, 2015

(Seal)

LENDER:

CALIFORNIA BANK & TRUST,
a California banking corporation

By: 

Name:

JOHN B. HUTCHINS

Title:

VICE PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO

On MAY 7, 2015, before me, RYAN PASQUALE
Date *(Here Insert Name and Title Of the Officer)*

personally appeared JOHN BARTLETT HUTCHINS
Name(s) of Signers

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/hers/their authorized capacity(ies), and that by his/hers/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 *Ryan Pasquale*
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
Legal Description

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

PARCEL 1:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE I-415 WHICH POINT IS ALSO SOUTH 89° 52' 20" WEST ALONG THE SECTION LINE 1745.49 FEET, AND SOUTH 139.16 FEET, AND SOUTH 53° 17' 17" EAST 542.88 FEET, FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 53° 17' 17" EAST 384.77 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF CURVATURE OF A 455.87 FOOT RADIUS CURVE TO THE RIGHT; THENCE 191.95 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 07' 28" TO A POINT ON SAID CURVE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 81° 58' 01" WEST 165.44 FEET TO THE CENTER OF LITTLE COTTONWOOD CREEK; THENCE ALONG SAID CREEK CENTERLINE SOUTH 13° 31' 59" EAST 10.00 FEET TO THE POINT OF CURVATURE OF A 640 FOOT RADIUS CURVE TO THE RIGHT; THENCE 153.07 FEET ALONG SAID CURVE AND CREEK CENTERLINE THROUGH A CENTRAL ANGLE OF 13° 42' 13" TO A POINT ON SAID CURVE; THENCE SOUTH 89° 58' 01" WEST 62.50 FEET; THENCE SOUTH 0° 01' 59" EAST 90.00 FEET; THENCE NORTH 87° 29' 53" WEST 143.00 FEET; THENCE SOUTH 87° 06' 01" WEST 49.52 FEET; THENCE SOUTH 24° 05' 00" WEST 18.33 FEET; THENCE NORTH 65° 55' 00" WEST 250.00 FEET; THENCE SOUTH 66° 00' 00" WEST 67.80 FEET, MORE OR LESS, TO THE SOUTH LINE OF ADJOINERS PROPERTY; THENCE NORTH 24° 05' 00" EAST 642.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING 2 PARCELS WHICH WERE CONVEYED TO FORT UNION ASSOCIATES, L.C. BY WARRANTY DEED (SPECIAL) RECORDED APRIL 1, 1996 AS ENTRY NO. 6318583 IN BOOK 7365 AT PAGE 969 OF OFFICIAL RECORDS:

TRACT 1: BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF UNION PARK AVENUE AND ON THE ARC OF A 455.87 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT BEING SOUTH 89° 52' 20" WEST 1745.49 FEET ALONG SECTION LINE AND SOUTH 139.16 FEET TO SAID RIGHT OF WAY LINE AND SOUTH 53° 17' 17" EAST 927.65 FEET ALONG SAID RIGHT OF WAY LINE AND SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE 161.62 FEET (CHORD BEARS: SOUTH 43° 07' 54" EAST 160.77 FEET) FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, [SAID POINT ALSO BEING SOUTH 31° 42' 52" WEST 52.16 FEET ALONG CENTERLINE OF 1300 EAST STREET AND NORTH 58° 17' 08" WEST 53.00 FEET AND NORTH 24° 17' 34" EAST 95.06 FEET ALONG THE RIGHT OF WAY OF SAID STREET, AND NORTHWESTERLY 473.63 FEET ALONG SAID RIGHT OF WAY AND THE ARC OF A 455.87 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS: NORTH 03° 12' 41" WEST 452.61 FEET) FROM A SALT LAKE COUNTY CENTERLINE SURVEY MONUMENT], AND RUNNING THENCE SOUTHEASTERLY 30.33 FEET ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE (CHORD BEARS: SOUTH 31° 04' 10" EAST 30.32 FEET); THENCE SOUTH 81° 58' 01" WEST 70.00 FEET; THENCE NORTH 56° 19' 32" EAST 64.48 FEET TO THE POINT OF BEGINNING.

TRACT 2: BEGINNING AT A POINT WHICH IS SOUTH 89° 52' 20" WEST 1745.49 FEET ALONG SECTION LINE AND SOUTH 139.16 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF UNION PARK AVENUE AND SOUTH 53° 17' 17" EAST 542.88 FEET ALONG SAID RIGHT OF WAY LINE AND SOUTH 24° 05' 00" WEST 590.88 FEET AND SOUTH 65° 55' 00" EAST 295.29 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 24° 05' 00" WEST 1.00 FEET; THENCE NORTH 65° 55' 00" WEST 250.00 FEET; THENCE SOUTH 66° 00' 00" WEST 67.80 FEET; THENCE NORTH 24° 05' 00" EAST 51.45 FEET; THENCE SOUTH 65° 55' 00" EAST 295.29 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EACH OF THE FOLLOWING APPURTENANCES:

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN TRAFFIC OVER THE FOLLOWING DESCRIBED TRACT AND A NON-EXCLUSIVE EASEMENT OVER THE FOLLOWING DESCRIBED TRACT FOR PURPOSES OF VEHICULAR ACCESS BETWEEN THE PUBLIC STREETS AND ALL PARKING AREAS SITUATED ON THE ABOVE DESCRIBED PARCEL 1, AS GRANTED IN THAT CERTAIN DECLARATION OF EASEMENTS DATED AUGUST 14, 1984 AND RECORDED AUGUST 28, 1984 AS ENTRY NO. 3986120 IN BOOK 5585 AT PAGE 2096 OF OFFICIAL RECORDS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FREEWAY ACCESS ROAD KNOWN AS PROJECT NO. I-415-9(4)297 IN THE OFFICIAL DOCUMENTS OF THE UTAH DEPARTMENT OF TRANSPORTATION, SAID POINT OF BEGINNING BEING SOUTH 89° 52' 20" WEST ALONG THE SECTION LINE 1745.49 FEET AND SOUTH 139.16 FEET AND SOUTH 53° 17' 17" EAST 542.88 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 53° 17' 17" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 542.88 FEET TO A POINT OF CURVE OF AN 883.51 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 3° 15' 10" A DISTANCE OF 50.16 FEET; THENCE SOUTH 39° 57' 53" WEST ALONG SAID RIGHT OF WAY LINE 80.67 FEET; THENCE SOUTH 16° 58' EAST 807.79 FEET TO A POINT ON A 540.0 FOOT RADIUS CURVE TO THE LEFT ON THE NORTHERLY LINE OF PROPERTY DEEDED TO SALT LAKE CITY FOR THE EAST JORDAN CANAL, THE CENTER OF SAID CURVE LIES NORTH 12° 09' 08" WEST FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 9° 52' 15" A DISTANCE OF 93.03 FEET TO AN OLD FENCE LINE; THENCE NORTH 24° 05' EAST ALONG SAID OLD FENCE LINE 494.57 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF THE RIGHTS, PRIVILEGES, AND EASEMENTS, PROVIDED UNTO "UNION WOODS" IN THAT CERTAIN AGREEMENT (TO PIPE EAST JORDAN CANAL EXTENSION AND PARK ON SURFACE), DATED DECEMBER 26, 1984, BETWEEN SALT LAKE CITY CORPORATION, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AS "CITY", AND UNION WOODS ASSOCIATES, LTD., A COLORADO LIMITED PARTNERSHIP, AS "UNION WOODS", RECORDED DECEMBER 31, 1984 AS ENTRY NO. 4034087 IN BOOK 5618 AT PAGE 3733 SALT LAKE COUNTY RECORDER'S OFFICE, WHICH SAID AGREEMENT AFFECTS A 66.00 FOOT WIDE CANAL EASEMENT (LOCATED WITHIN THE ABOVE DESCRIBED PARCEL 1) LYING 20.00 FEET ON THE LEFT (NORTHWESTERLY) AND 46.00 FEET ON THE RIGHT (SOUTHEASTERLY) OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF GRANTOR'S PROPERTY SAID POINT BEING SOUTH 988.41 FEET AND WEST 1543.08 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 66° 00' 00" EAST 635.00 FEET TO THE NORTH LINE OF THE GRANTOR'S PROPERTY AND TERMINATING. THE SIDE LINES OF WHICH TO BE LENGTHENED OR SHORTENED TO MEET THE GRANTOR'S PROPERTY LINE.

PARCEL 4:

ALL OF THE RIGHTS, PRIVILEGES AND EASEMENTS ACCOMPANYING OR INTENDED TO BENEFIT THE ABOVE DESCRIBED PARCEL 1 (OF THE OWNER THEREOF) UNDER THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF THE UNION WOODS OFFICE PARK" DATED AS OF OCTOBER 13, 1986, DATED AS OF OCTOBER 13, 1986 AND RECORDED OCTOBER 20, 1986 AS ENTRY NO. 4334320 IN BOOK 5829 AT PAGE 1686 OF OFFICIAL RECORDS, EXECUTED BY UNION WOODS ASSOCIATES, LTD., A COLORADO LIMITED PARTNERSHIP, AS DECLARANT, AND RECORDED IN SALT LAKE COUNTY AT OR ABOUT THE SAME

TIME AS THIS WARRANTY DEED, WHICH SAID DECLARATION AFFECTS AND DESCRIBES THE ABOVE DESCRIBED PARCEL 1 AND, IN ADDITION, THE FOLLOWING DESCRIBED REALTY:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 1300 EAST STREET, SAID POINT BEING SOUTH 1476.75 FEET AND WEST 930.60 FEET AND NORTH 62° 15' WEST 28.04 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 31° 48' WEST 200.97 FEET TO A POINT ON THE EXTENSION OF AN OLD FENCE RUNNING IN A NORTHWESTERLY DIRECTION; THENCE NORTH 40° 12' WEST ALONG SAID FENCE LINE 221.86 FEET TO AN ANGLE POINT IN SAID FENCE; THENCE NORTH 56° 07' WEST ALONG SAID FENCE LINE 511.04 FEET TO AN OLD FENCE LINE RUNNING IN A NORTHEASTERLY DIRECTION; THENCE NORTH 24° 05' EAST ALONG SAID FENCE LINE 138.15 FEET; THENCE LEAVING SAID FENCE NORTH 66° 00' EAST 67.80 FEET; THENCE SOUTH 65° 55' EAST 250.00 FEET; THENCE NORTH 24° 05' 00" EAST 18.33 FEET; THENCE NORTH 87° 06' 01" EAST 49.52 FEET; THENCE SOUTH 87° 29' 53" EAST 143.00 FEET; THENCE NORTH 0° 01' 59" WEST 90.00 FEET; THENCE NORTH 89° 58' 01" EAST 62.50 FEET TO A POINT ON A CURVE WHICH IS ALSO THE CENTERLINE OF LITTLE COTTONWOOD CREEK; THENCE ALONG A 640.00 FOOT RADIUS CURVE TO THE LEFT (NORTHWESTERLY) 153.07 FEET THROUGH A CENTRAL ANGLE OF 13° 42' 13" (LONG CHORD BEARS NORTH 6° 40' 52" WEST 152.71 FEET) TO THE POINT OF TANGENCY; THENCE NORTH 13° 31' 59" WEST ALONG SAID CREEK CENTERLINE 10.00 FEET; THENCE NORTH 81° 58' 01" EAST 165.44 FEET TO A POINT ON A 455.871 FOOT RADIUS CURVE; THENCE 443.30 FEET ALONG THE ARC OF SAID CURVE (WHICH IS ALSO THE WESTERLY RIGHT OF WAY LINE OF I-415 ACCESS ROAD) THROUGH A CENTRAL ANGLE OF 55° 42' 59" (LONG CHORD BEARS SOUTH 1° 18' 20" EAST 426.04 FEET); THENCE SOUTH 24° 17' 34" WEST 215.98 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

BEGINNING AT A POINT WHICH IS SOUTH 89° 52' 50" WEST 1745.49 FEET ALONG SECTION LINE AND SOUTH 139.16 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF UNION PARK AVENUE AND SOUTH 53° 17' 17" EAST 542.88 FEET ALONG SAID RIGHT OF WAY LINE AND SOUTH 24° 05' 00" WEST 590.88 FEET AND SOUTH 65° 55' 00" EAST 295.29 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 24° 05' 00" EAST 17.33 FEET; THENCE NORTH 87° 06' 01" EAST 49.52 FEET; THENCE SOUTH 87° 29' 53" EAST 112.46 FEET; THENCE SOUTH 81° 33' 45" WEST 150.97 FEET; THENCE NORTH 65° 55' 00" WEST 21.41 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY IS ALSO KNOWN BY THE STREET ADDRESS OF: 7090 SOUTH UNION PARK AVENUE, MIDVALE. UT 84047

TAX PARCEL NUMBERS: 22-29-202-062-0000 AND 22-29-202-052-0000.
A.P.N. 22-29-202-062-0000