

Recording requested by:

And when recorded mail to:

Otten, Johnson, Robinson,
Neff & Ragonetti, P.C.
950 Seventeenth Street
Suite 1600
Denver, Colorado 80202
Attention: David T. Brennan, Esq.

TAX PARCEL ID NUMBERS: 21-29-126-005-0000; 21-29-126-006-0000;
21-29-126-007-0000; 21-29-126-008-0000; 21-29-126-009-0000; 21-29-126-010-0000;
21-29-127-004-0000; 21-29-127-005-0000; 21-29-127-006-0000; 21-29-127-007-0000;
21-29-127-008-0000; 21-29-127-009-0000; 21-29-127-010-0000; 21-29-127-011-0000;
21-29-127-012-0000; 21-29-127-013-0000; 21-29-176-003-0000; 21-29-176-004-0000;
21-29-176-005-0000; 21-29-176-006-0000; 21-29-176-007-0000; 21-29-176-008-0000;
21-29-176-009-0000; 21-29-176-010-0000; 21-29-176-011-0000; 21-29-176-012-0000;
21-29-177-001-0000; 21-29-177-002-0000; 21-29-177-003-0000; 21-29-177-004-0000;
21-29-177-005-0000; 21-29-177-006-0000; 21-29-177-007-0000; 21-29-177-009-0000;
21-29-177-010-0000; 21-29-177-013-0000; 21-29-177-014-0000; 21-29-177-015-0000;
and 21-29-177-016-0000

NCS - 670289 - M

DEED OF TRUST AND LOAN MODIFICATION AGREEMENT

This DEED OF TRUST AND LOAN MODIFICATION AGREEMENT (this “**Agreement**”), dated as of April 16, 2019, is made by and between PLAZA AT JORDAN LANDING, LLC, a Delaware limited liability company (“**Borrower**”), and THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a Texas corporation (“**Lender**”).

RECITALS

A. On or about September 8, 2004, Lender made a loan to Borrower in the original principal amount of \$83,500,000.00 (the “**2004 Loan**”).

B. The 2004 Loan was evidenced by a Promissory Note dated September 8, 2004 made by Borrower to the order of Lender in the original principal amount of the 2004 Loan, as amended by an Amendment to Promissory Note dated as of November 30, 2007 executed by Borrower and Lender (as so amended, the “**2004 Note**”). The 2004 Loan was secured by, among other things, a Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents dated as of September 8, 2004, executed by Borrower for the benefit of Lender (the “**2004 Deed of Trust**”), which was recorded in the real property records of the Recorder of Salt Lake County, Utah (the “**Records**”) on September 9, 2004, at Reception No. 9168517. The 2004 Deed of Trust was amended by a Deed of Trust and Loan Modification

Agreement dated as of November 30, 2007, executed by Borrower and Lender, which was recorded in the Records on December 5, 2007 at Reception No. 10292752.

C. The 2004 Note, the 2004 Deed of Trust and all other documents executed in connection with the 2004 Loan and the prior amendments thereto are referred to collectively hereinafter as the **"2004 Loan Documents."**

D. On or about August 27, 2014, Borrower and Lender amended and restated the 2004 Loan Documents, as evidenced by the Amended and Restated Promissory Note dated August 27, 2014 made by Borrower to the order of Lender in the original principal amount of \$110,000,000.00 (the **"Note"**) and as secured by, among other things, an Amended and Restated Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents (the **"Original Deed of Trust"**) dated as of August 27, 2014, executed by Borrower for the benefit of Lender encumbering certain real property and improvements thereon commonly known as the Plaza at Jordan Landing, West Jordan, Salt Lake County, Utah, and more particularly described in the Original Deed of Trust (the **"Property"**). The Original Deed of Trust was recorded on August 27, 2014, at Book 10255, Pages 8840-8888, of the Records.

E. The loan evidenced by the Note is referred to herein as the **"Loan."**

F. The Note, the Original Deed of Trust, and each other document evidencing or securing the Loan, are referred to herein, collectively, as the **"Original Loan Documents."**

G. As of the date of this Agreement, the outstanding principal balance existing under the Loan is \$110,000,000.00.

H. Contemporaneously herewith, Borrower desires to (i) deed a certain portion of the Property, comprising approximately 2,152 square feet (the **"Release Parcel"**) to the Utah Department of Transportation (**"UDOT"**) for public street improvements, in exchange for payment by UDOT to Borrower of \$700,000.00 (the **"Partial Release Proceeds"**), (ii) grant a temporary easement over certain portions of the Property adjacent to the Release Parcel to permit UDOT to construct the street improvements and (iii) obtain a release of the Release Parcel from the lien of the Original Deed of Trust (such actions being referred to collectively herein as the **"Partial Release"**). The Partial Release requires the prior written consent of Lender pursuant to Sections 4.8 and 5.4 of the Original Deed of Trust.

I. The legal description of the Release Parcel is attached hereto as Exhibit A. The legal description of the remaining Property following the Partial Release is attached hereto as Exhibit B.

J. Borrower also desires to make certain material alterations to the improvements to the Property, including (i) the demolition of an existing vacant building of approximately 3,500 square feet, and replacing it with landscaped open space, (ii) adding a new vehicular drive in front of a building used as a cinema, (iii) renovation of certain hardscape areas, including the installation of two fountains, and (iv) renovation of the exteriors of five buildings, including remodeling of certain adjacent common areas (collectively, the **"Material Alterations"**). The Material Alterations require the prior written consent of Lender pursuant to Section 5.1 of the Original Deed of Trust.

K. Borrower desires to use a portion of the net Partial Release Proceeds to restore, repair and/or rebuild any portions of the Property affected by the Partial Release (the “**Restoration**”), and to fund the Material Alterations. The use of the net Partial Release Proceeds for the Restoration and the Material Alterations requires the prior written consent of Lender, and shall be subject to such conditions as Lender may impose, pursuant to Section 4.8 of the Original Deed of Trust.

L. The Partial Release, the Material Alterations, and the use of the net Partial Release Proceeds to fund the Restoration and the Material Alterations, are referred to collectively herein as the “**Proposed Actions**.” Lender is willing to consent to the Proposed Actions pursuant to Sections 4.8, 5.1 and 5.4 of the Original Deed of Trust, subject to the terms and conditions set forth herein, in that certain Reserve Agreement of even date herewith between Borrower, Lender and the “Servicer” named therein (the “**Reserve Agreement**”) and in the other modification documents of even date herewith executed by Borrower and/or Lender.

M. In connection with the Proposed Actions, Borrower and Lender hereby desire to amend certain terms of the Original Deed of Trust and the other Original Loan Documents to (i) reflect the Proposed Actions and certain other agreements as hereinafter provided, and (ii) secure the Note.

N. The Original Deed of Trust, as modified hereby, is referred to herein as the “**Deed of Trust**.” The Original Loan Documents, as modified hereby and by the other modification documents of even date herewith, together with all other documents evidencing or executed in connection with this Agreement (including the Reserve Agreement), are referred to collectively herein as the “**Loan Documents**.”

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated in the Agreement as if set forth fully herein.

2. Consent to Proposed Actions. Lender hereby consents to the taking of the Proposed Actions, upon the execution and delivery of this Agreement and on the terms and conditions set forth herein, in the Reserve Agreement, and in the other documents evidencing or executed in connection with this Agreement.

3. Modification of Original Deed of Trust.

(a) Sections 1.8 and 1.13 of the Original Deed of Trust are hereby deleted in their entireties, and the following substituted therefor:

“**1.8 Environmental Indemnity Agreement:** The Environmental Indemnity Agreement dated as of August 27, 2014, made by Grantor and Guarantor for the benefit of Beneficiary, as

modified by the Modification Agreement and the Reaffirmation Agreement, and as it may be amended, modified, supplemented, replaced, or restated from time to time.

1.13 Guaranty Agreement: The Guaranty Agreement dated as of August 27, 2014, made by Guarantor for the benefit of Beneficiary, as modified by the Reaffirmation Agreement, and as it may be amended, modified, supplemented, replaced, or restated from time to time.”

(b) The following definitions are hereby added to the end of Article 1 of the Original Deed of Trust:

1.28 Modification Agreement: The Deed of Trust and Loan Modification Agreement dated as of April 16, 2019, executed by Grantor and Beneficiary.

1.29 Reaffirmation Agreement: The Reaffirmation and Modification of Guaranty Agreement and Environmental Indemnity Agreement dated as of April 16, 2019, executed by Guarantor for the benefit of Beneficiary.”

4. Modification of Environmental Indemnity Agreement. The Environmental Indemnity Agreement dated as of August 27, 2014, executed by Borrower (the “**Original Environmental Indemnity Agreement**”) is hereby modified as follows:

(a) All references to the term “**Deed of Trust**” contained in the Original Environmental Indemnity Agreement shall be deemed to refer to the Original Deed of Trust, as modified hereby.

(b) All references contained in the Original Environmental Indemnity Agreement to the term “**Loan Documents**” shall be deemed to refer to such term as defined herein.

(c) In consideration of Lender’s willingness to consent to the Proposed Actions, Borrower hereby reaffirms all of its agreements and obligations under the Original Environmental Indemnity Agreement, as modified hereby.

5. Modification of Other Loan Documents.

(a) All references to the term “**Deed of Trust**” contained in the Original Loan Documents shall be deemed to refer to the Original Deed of Trust, as modified hereby.

(b) All references contained in any of the Original Loan Documents to the term “**Loan Documents**” shall be deemed to refer to such term as defined herein.

(c) In consideration of Lender’s willingness to consent to the Proposed Actions, Borrower hereby reaffirms all of its agreements and obligations under the Original Loan Documents, as modified hereby.

6. Reaffirmation of Loan Documents.

(a) Borrower hereby re-makes each and every representation and warranty of Borrower to Lender contained in Article 3 of the Original Deed of Trust and Section 1 of the Original Environmental Indemnity Agreement.

(b) As modified hereby, the terms and provisions of the Original Deed of Trust and the other Original Loan Documents are hereby ratified and confirmed, and shall be and remain in full force and effect, enforceable in accordance with their terms.

7. Grant of Lien and Security Interest.

(a) Borrower hereby acknowledges and confirms that the Original Deed of Trust, as modified hereby, constitutes a first priority security conveyance of and first lien on the Property, subject only to the Permitted Exceptions as defined and set forth therein.

(b) In consideration of Lender's willingness to consent to the Proposed Actions, and FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited, the receipt of which is hereby acknowledged, as security for Borrower's obligations under the Amended and Restated Note and the other Loan Documents and as security for the Secured Obligations (as defined in the Deed of Trust), Borrower hereby (a) grants, bargains, sells, warrants and conveys the Property to Trustee (as defined in the Deed of Trust), in trust, with power of sale, for the use and benefit of Lender, subject to all provisions hereof and of the Deed of Trust, and (b) grants to Lender a security interest in the Property and the Chattels and Intangible Personalty (as defined in the Deed of Trust), each on the terms and conditions set forth in the Deed of Trust.

8. Economic Sanctions, Anti-Money Laundering, Etc. Borrower represents, warrants and covenants to Lender that:

(a) None of the Borrower, the Guarantor, or any officer or director of any of them, is or shall become a Prohibited Person or is or shall become directly or indirectly owned or controlled by any Prohibited Person,

(b) At all times throughout the Loan term, none of the funds of Borrower, Guarantor or any other party that are used to repay the Loan shall be derived from (i) conducting business or transacting with any Prohibited Person, or (ii) activities involving the violation of any Anti-Money Laundering Laws,

(c) None of the proceeds of the Loan shall be used to facilitate any business, transactions, or other activity with any Prohibited Person or activities involving the violation of any Anti-Money Laundering Laws, and

(d) Borrower shall promptly deliver to Lender any certification or other evidence reasonably requested from time to time by Lender confirming Borrower's compliance with this Section. The representations, warranties and covenants set forth in this Section shall be deemed repeated and reaffirmed by Borrower as of each date that Borrower makes a payment to Lender under the Note, the Deed of Trust and the other Loan Documents or receives any payment

from Lender. Borrower shall promptly notify Lender in writing should Borrower become aware of any change in the information set forth in these representations, warranties and covenants.

(e) For the purposes of this Section:

(f) “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

(i) “**Governmental Authority**” means (1) the government of (A) the United States of America or any state or other political subdivision thereof, or (B) any other jurisdiction in which the Borrower, Guarantor or their direct or indirect constituents (as applicable) conducts all or any part of its business, or which asserts jurisdiction over any properties of any of the foregoing, or (2) any entity exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

(ii) “**Person**” means an individual, a corporation, an association, a joint stock company, a trust, a business trust, a partnership, a joint venture, a limited liability company, a real estate investment trust, an unincorporated organization, department, or a government, foreign country or regime (or any agency, agent, instrumentality or political subdivision thereof), or any other entity (whether incorporated or unincorporated).

(iii) “**Prohibited Person**” means:

(1) any Person that is identified on the list of Specially Designated Nationals and Blocked Persons or the list of Foreign Sanctions Evaders (an “**OFAC Listed Person**”) published by the Office of Foreign Assets Control, United States Department of the Treasury (“**OFAC**”),

(2) any agent, department, or instrumentality of, or any Person otherwise beneficially owned by, controlled by or acting on behalf of, directly or indirectly, (A) any OFAC Listed Person or (B) any Person that is the target of any sanctions programs administered and/or enforced by OFAC,

(3) any Person that is otherwise blocked by or a target of United States economic sanctions,

(4) any Person that (A) has been found in violation of, charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), the USA PATRIOT Act or any other United States law or regulation governing such activities (collectively, “**Anti-Money Laundering Laws**”) or any U.S. economic sanctions violations, (B) is under investigation by any Governmental Authority for

possible violation of Anti-Money Laundering Laws or any U.S. economic sanctions violations, (C) has been assessed civil penalties under any Anti-Money Laundering Laws or any U.S. economic sanctions, or (D) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws,

(5) any Person that (A) is owned or controlled by the government of Cuba, Iran, Sudan, Burma (Myanmar), North Korea, Syria, or the Crimea region of Ukraine, (B) is located in Cuba, Iran, Sudan, Burma (Myanmar), North Korea, Syria or the Crimea region of Ukraine, (C) does business in or with Cuba, Iran, Sudan, North Korea, Burma (Myanmar), Syria, or the Crimea region of Ukraine.

Notwithstanding the foregoing, with respect to any direct or indirect constituent of Borrower or Guarantor that is not a U.S. Person, such non-U.S. Person shall not be required to comply with any of the provisions in this Section if doing so would constitute a violation of the domiciliary law applicable to such non-U.S. Person.

9. Miscellaneous.

(a) This Agreement may be executed in several counterparts, and executed counterparts bearing signatures of Borrower and Lender shall constitute a fully-executed original of this Agreement.

(b) This Agreement shall be governed by the laws of the State of Utah, without giving effect to its principles of conflicts of laws.

(c) The parties hereby agree to execute any and all additional documents that may reasonably be required in order to evidence, secure or carry out the agreements and undertakings set forth in this Agreement.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

(e) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THE DEED OF TRUST OR ANY OTHER LOAN DOCUMENT, ANY ORIGINAL LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY LOAN DOCUMENT OR ORIGINAL LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THE TRANSACTIONS EVIDENCED BY THIS AGREEMENT.

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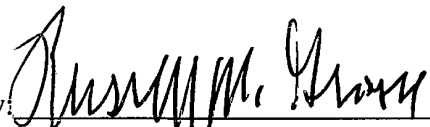
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BORROWER:

PLAZA AT JORDAN LANDING, LLC, a Delaware limited liability company

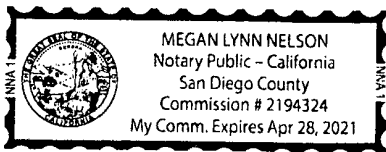
By: JL PROJECT, LLC, a Utah limited liability company, its Manager

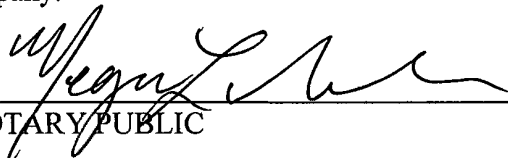
By: FOURSQUARE PROPERTIES, INC., a California corporation, its Manager

By: 
 Russell W. Grosse
 CEO

STATE OF California)
) ss.
 COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 9th day of ~~March~~ ^{April}, 2019, by Russell W. Grosse, as CEO of Foursquare Properties, Inc., a California corporation, Manager of JL Project, LLC, a Utah limited liability company, Manager of Plaza at Jordan Landing, LLC, a Delaware limited liability company.




 NOTARY PUBLIC

Residing at: 2352 Altisima Way
Unit 6
Carlsbad, CA 92009

My commission expires: April 28, 2021

[Signatures Continue on following Page]

Borrower Signature Page to Deed of Trust and Loan Modification Agreement

Dated this 9th day of April, 2019.

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY, a Texas corporation

By: *Michelle D. Campion*
Name: Michelle D. Campion
Its: Vice President

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)

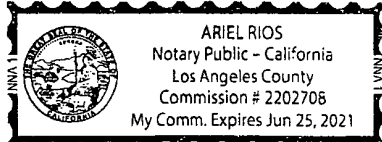
COUNTY OF LOS ANGELES)

On April 9, 2019 before me, Ariel Rios, a notary public in and for said State, personally appeared Michelle D. Campion, 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 *Ariel Rios*



(Seal)

EXHIBIT A

(Description of Release Parcel)

UDOT PARCEL NO. 0154:523:A

A parcel of land in fee, for the widening of existing 7000 South, known as Project No. S-0154(12)11, being part of an entire tract of property situate in Lot 5, Jordan Landing Plaza Subdivision, a subdivision in the Northwest quarter of Section 29, Township 2 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 Lot 5 being in the existing Westerly highway right of way line of said SR-154 and running thence South $07^{\circ}46'07''$ West 27.74 feet along the Easterly boundary line of said Lot 5 to a point 88.00 feet perpendicularly distant Southerly from the right of way control line of said 7000 South, opposite approximate Engineers Station 706+88.51; thence North $29^{\circ}29'38''$ West 22.50 feet to a point 70.00 feet perpendicularly distant Southerly from the right of way control line of said 7000 South, opposite Engineers Station 706+75.00; thence North $82^{\circ}38'31''$ West 124.32 feet to a point 70.00 feet radially distant Southerly from the right of way control line of said 7000 South, opposite Engineers Station 705+50.00; thence North $61^{\circ}38'23''$ West 36.21 feet to a point in the Northerly boundary line of said Lot 5 at a point 56.32 feet radially distant Southerly from the right of way control line of said 7000 South, opposite approximate Engineers Station 705+15.00; thence along said Northerly boundary line the following three (3) courses and distances, (1) thence Easterly along a non-tangent curve to the right with a radius of 1377.00 feet and an arc length of 42.97 feet, chord bears South $83^{\circ}13'29''$ East 42.97 feet; (2) thence South $82^{\circ}19'51''$ East 124.58 feet; (3) thence South $47^{\circ}30'59''$ East 5.23 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.

Tax Id No.: 21-29-127-005

EXHIBIT B

(Description of Property Encumbered by Deed of Trust Following Partial Release)

Real property in the City of West Jordan, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

LOT 1 THROUGH 36, OF THAT CERTAIN PLAT ENTITLED "JORDAN LANDING PLAZA SUBDIVISION", WHICH PLAT WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SALT LAKE, STATE OF UTAH ON DECEMBER 20, 2001 AS ENTRY NO. 8097693 IN BOOK 2001P OF PLATS AT PAGE 380.

TOGETHER WITH (REMAINDER LOT 37 PARCEL):

BEGINNING AT A POINT NORTH 89°52'21" WEST 670.53 FEET AND SOUTH 20.62 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE RUNNING ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°40'02" WEST) THROUGH A CENTRAL ANGLE OF 01°55'16" A DISTANCE OF 16.77 FEET TO THE SOUTHEAST CORNER OF LOT 37, JORDAN LANDING PLAZA SUBDIVISION; THENCE NORTH 89°40'08" WEST 32.02 FEET TO A POINT ON A NON-TANGENT CURVE AND THE WEST BOUNDARY LINE OF SAID LOT 37 OF JORDAN LANDING PLAZA SUBDIVISION; THENCE ALONG WEST BOUNDARY LINE OF SAID LOT 37 THE FOLLOWING (2) COURSES: ALONG A 468.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS NORTH 89°40'08" WEST), THROUGH A CENTRAL ANGLE OF 02°03'05" A DISTANCE OF 16.76 FEET, AND NORTH 00°19'58" EAST 411.07 FEET TO A POINT OF A NON-TANGENT CURVE, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 37; THENCE ALONG A 299.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 09°51'56" EAST) THROUGH A CENTRAL ANGLE OF 10°11'49" A DISTANCE OF 53.30 FEET; THENCE SOUTH 89°40'07" EAST 10.98 FEET TO THE EAST BOUNDARY LINE OF SAID LOT 37, JORDAN LANDING PLAZA SUBDIVISION; THENCE SOUTH 00°19'58" 125.35 FEET; THENCE NORTH 89°39'09" WEST 32.00 FEET; THENCE SOUTH 00°19'58" WEST 290.36 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID 500.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°55'16" A DISTANCE OF 16.77 FEET TO THE POINT OF BEGINNING.

AND FURTHER TOGETHER WITH (REMAINDER LOT 38 PARCEL):

BEGINNING AT A POINT NORTH 00°19'39" EAST 167.24 FEET FROM THE CENTER QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH RANGE 1 WEST, SLB&M; AND RUNNING THENCE NORTH 89°39'09" WEST 503.72 FEET; THENCE NORTH 00°20'51" EAST 100.00 FEET; THENCE NORTH 89°39'09" WEST 134.69 FEET TO THE WEST BOUNDARY LINE OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE ALONG SAID WEST BOUNDARY LINE OF LOT 38 NORTH 00°19'58" EAST 125.35 FEET TO THE NORTH BOUNDARY LINE OF SAID LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT

38 THE FOLLOWING (4) FOUR COURSES: SOUTH 89°40'07" EAST 30.00 FEET TO A POINT OF CURVATURE, AND ALONG THE ARC OF SAID 228.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°58'29" A DISTANCE OF 55.73 FEET TO A POINT ON A REVERSE CURVE, AND ALONG THE ARC OF A 499.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°58'33" A DISTANCE OF 48.66 FEET, AND SOUTH 89°40'02" EAST 505.04 FEET TO THE NORTHEAST CORNER OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE SOUTH 00°19'39" WEST ALONG SAID EAST BOUNDARY OF SAID LOT 38 AND QUARTER SECTION LINE 238.18 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

BEGINNING AT A POINT NORTH 07 DEG. 46'07" EAST 167.24 FEET FROM THE CENTER QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 82 DEG. 13'00" WEST 503.74 FEET; THENCE NORTH 07 DEG. 47'00" EAST 100.00 FEET; THENCE NORTH 82 DEG. 13'00" WEST 134.67 FEET TO THE WEST BOUNDARY LINE OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE NORTH 82 DEG. 13'00" WEST 32.00 FEET TO THE CENTER OF PLAZA CENTER DRIVE, A PRIVATE ROADWAY; THENCE SOUTH 07 DEG. 46'07" WEST 286.46 FEET TO THE NORTHERLY BOUNDARY OF AMENDMENT TO JORDAN LANDING II FINAL PLAT SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING (10) TEN COURSES: (1) SOUTH 07 DEG. 46'07" WEST 4.00 FEET TO A POINT OF CURVATURE, (2) ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01 DEG. 55'16" A DISTANCE OF 16.77 FEET, (3) NORTH 82 DEG. 13'59" WEST 117.54 FEET TO A POINT OF CURVATURE, (4) ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12 DEG. 43'49" A DISTANCE OF 66.66 FEET TO A POINT OF TANGENCY, (5) NORTH 69 DEG. 30'10" WEST 26.01 FEET TO A POINT OF CURVATURE, (6) ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24 DEG. 40'13" A DISTANCE OF 142.09 FEET TO A POINT OF REVERSE CURVATURE (7) ALONG THE ARC OF A 496.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 27 DEG. 47'39" A DISTANCE OF 240.61 FEET TO A POINT OF COMPOUND CURVATURE, (8) ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20 DEG. 12'17" A DISTANCE OF 35.26 FEET TO A POINT OF REVERSE CURVATURE, (9) ALONG THE ARC OF A 78.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 38 DEG. 29'29" A DISTANCE OF 52.40 FEET TO THE POINT OF TANGENCY; (10) NORTH 84 DEG. 39'56" WEST 56.25 FEET TO THE NORTHWEST CORNER OF SAID AMENDMENT TO JORDAN LANDING II PLAT SUBDIVISION; THENCE SOUTH 24 DEG. 57'09" WEST 16.04 FEET; THENCE NORTH 82 DEG. 25'51" WEST 59.74 FEET TO THE EASTERN BOUNDARY LINE OF JORDAN LANDING BOULEVARD; THENCE ALONG SAID EASTERN BOUNDARY LINE THE FOLLOWING (6) SIX COURSES: (1) NORTH 24 DEG. 56'01" EAST 13.221 FEET TO A POINT OF CURVATURE, (2) ALONG THE ARC OF A 1103.000 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24 DEG. 58'42" A DISTANCE OF 480.857 FEET TO A POINT OF TANGENCY, (3) NORTH 00 DEG. 02'41" WEST 538.910 FEET TO A POINT OF CURVATURE, (4) ALONG THE ARC OF A 1377.000 FOOT RADIUS CURVE TO THE

RIGHT THROUGH A CENTRAL ANGLE OF 97 DEG. 42'50" A DISTANCE OF 2348.376 FEET TO A POINT OF TANGENCY, (5) SOUTH 82 DEG. 19'51" EAST 124.580 FEET, (6) SOUTH 47 DEG. 30'59" EAST 5.230 FEET TO THE QUARTER SECTION LINE; THENCE ALONG SAID QUARTER SECTION LINE SOUTH 07 DEG. 46'07" WEST 2410.90 FEET TO THE POINT OF BEGINNING.

NOTE: THE BEARINGS SHOWN HEREIN REPRESENT A ROTATION OF 07 DEG. 31'15" CLOCKWISE FROM THE SALT LAKE COUNTY AREA REFERENCE PLAT INFORMATION AND ARE BASED UPON AN AIRPORT GRID SYSTEM AT MUNICIPAL AIRPORT NO. 2 IN WHICH THE CENTERLINE OF THE RUNWAY IS GRID NORTH.

PARCEL 1A:

ALL RIGHTS, INCLUDING, BUT NOT LIMITED TO, INGRESS, EGRESS AND PARKING AS GRANTED WITHIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED JANUARY 5, 1999, AS ENTRY NO. 7211796, BOOK 8220, AT PAGE 0652, OF OFFICIAL RECORDS.

PARCEL 1B:

ALL RIGHTS, INCLUDING, BUT NOT LIMITED TO, INGRESS, EGRESS AND PARKING, AS GRANTED WITHIN THE RECIPROCAL EASEMENT AGREEMENT, RECORDED JUNE 21, 2000, AS ENTRY NO. 7664912, IN BOOK 8370, AT PAGE 119, AND RE-RECORDED NOVEMBER 29, 2000, AS ENTRY NO. 7769818, IN BOOK 8404, AT PAGE 4031 OF OFFICIAL RECORDS.

PARCEL 1C:

ALL RIGHTS, INCLUDING, BUT NOT LIMITED TO, INGRESS, EGRESS AND UTILITIES, AS GRANTED WITHIN THE ACCESS AND UTILITY EASEMENT AGREEMENT, RECORDED JULY 31, 2001, AS ENTRY NO. 7961503, IN BOOK 8484, AT PAGE 3596, OF OFFICIAL RECORDS.

PARCEL 1D:

ALL RIGHTS, INCLUDING, BUT NOT LIMITED TO, INGRESS AND EGRESS, AS GRANTED WITHIN THE AGREEMENT REGARDING EASEMENTS, COVENANTS AND RESTRICTIONS, RECORDED OCTOBER 17, 2002, AS ENTRY NO. 8388089, IN BOOK 8666, AT PAGE 8473, OF OFFICIAL RECORDS.

LESS AND EXCEPT THE FOLLOWING:

UDOT PARCEL NO. 0154:523:A

A parcel of land in fee, for the widening of existing 7000 South, known as Project No. S-0154(12)11, being part of an entire tract of property situate in Lot 5, Jordan Landing Plaza Subdivision, a subdivision in the Northwest quarter of Section 29, Township 2 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 Lot 5 being in the existing Westerly highway right of way line of said SR-154 and running thence South $07^{\circ}46'07''$ West 27.74 feet along the Easterly boundary line of said Lot 5 to a point 88.00 feet perpendicularly distant Southerly from the right of way control line of said 7000 South, opposite approximate Engineers Station 706+88.51; thence North $29^{\circ}29'38''$ West 22.50 feet to a point 70.00 feet perpendicularly distant Southerly from the right of way control line of said 7000 South, opposite Engineers Station 706+75.00; thence North $82^{\circ}38'31''$ West 124.32 feet to a point 70.00 feet radially distant Southerly from the right of way control line of said 7000 South, opposite Engineers Station 705+50.00; thence North $61^{\circ}38'23''$ West 36.21 feet to a point in the Northerly boundary line of said Lot 5 at a point 56.32 feet radially distant Southerly from the right of way control line of said 7000 South, opposite approximate Engineers Station 705+15.00; thence along said Northerly boundary line the following three (3) courses and distances, (1) thence Easterly along a non-tangent curve to the right with a radius of 1377.00 feet and an arc length of 42.97 feet, chord bears South $83^{\circ}13'29''$ East 42.97 feet; (2) thence South $82^{\circ}19'51''$ East 124.58 feet; (3) thence South $47^{\circ}30'59''$ East 5.23 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.

Tax Id No.: 21-29-127-005