

MUT: 41409

This Document Was Prepared By And Upon Recording Return To:

Dennis R. Tyler, Attorney at Law American United Life Insurance Company One American Square Post Office Box 368 Indianapolis, Indiana 46206-0368 (317) 285-1877 Apu: 27-41-377-435 11885770
7/23/2014 11:36:00 AM \$39.00
Book - 10247 Pg - 5043-5053
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 11 P.

SUBORDINATION AND ATTORNMENT AGREEMENT

THIS AGREEMENT, is dated as of the 16 day of 7une, 2014, between AMERICAN UNITED LIFE INSURANCE COMPANY, an Indiana corporation with an address at P.O. Box 368, Indianapolis, IN 46206-0368 (the "Lender"), RICHARD N. REESE FAMILY LIMITED LIABILITY COMPANY, L.L.C., a Utah limited liability company with an address at P.O. BOX 708490, Sandy, Utah 84070 (the "Landlord"), and STANDARD PLUMBING SUPPLY, INC., a Utah corporation with an address at P.O. BOX 708490, Sandy, Utah 84070 (the "Tenant").

WITNESSETH:

WHEREAS, Tenant is the tenant under a certain lease dated as of February 11, 2014, as the same may have been or may be amended (the "Lease"), with Landlord or its predecessor in interest, covering premises located or to be located upon the real property known as 9150 South 300 West, Sandy, Utah 84070, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

together with all improvements now or hereafter located thereon (collectively called the "Premises"); and

WHEREAS, pursuant to its loan commitment letter numbered 2232701 Lender has agreed to make a loan in the principal amount of FOUR MILLION and 00/100 Dollars (\$4,000,000.00) to Landlord, secured or to be secured by, among other things, a Deed of Trust, Security Agreement and Fixture Filing on the Premises from Landlord to Lender (the "Deed of Trust") and an Absolute Assignment of Rents and Leases (the "Assignment") from Landlord to Lender covering the Premises, provided Tenant shall subordinate its interest in the Lease and in the Premises as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which is hereby

acknowledged, it is hereby agreed as follows:

- 1. The Lease, and all rights, options, liens or charges created thereby, is hereby made and shall be subject and subordinate to the lien of the Deed of Trust, and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding the foregoing, Tenant agrees that Lender may at any time, at its election, execute and record in the Office of the County Recorder of Salt Lake County, Utah a notice of subordination reciting that the Lease shall be superior to the Deed of Trust. From and after the recordation of such notice of subordination, the Lease shall be superior to the Deed of Trust and shall not be extinguished by any foreclosure or sale thereunder.
- 2. Tenant agrees that if Lender or any other person or entity becomes the owner of the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, Tenant will attorn to and recognize Lender, such person or entity (and the successors and assigns of such owner) as its landlord for the unexpired balance (and extensions, if exercised) of the term of the Lease, upon the same terms and conditions set forth in the Lease. Tenant shall have no right to appear in any foreclosure proceedings brought under the Deed of Trust.
- 3. Tenant agrees that, so long as the Deed of Trust remains outstanding, it shall deliver to Lender a copy of each notice of default delivered to Landlord under the Lease and will allow Lender a reasonable opportunity to cure any such default.
- 4. If Lender shall succeed to the interest of Landlord under the Lease, Lender shall not be: liable for any act or omission of any prior landlord (including Landlord); liable for the return of any security deposits (except such as have been delivered to it); subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord) without its consent.
- 5. Tenant acknowledges and agrees that without the prior written consent of Lender, no rent may be collected or accepted by Landlord more than one month in advance and no amendments or modification to the Lease may be entered into without the prior written consent of Lender.
- 6. Tenant acknowledges that Landlord's entire interest in all leases of the Premises has been assigned to Lender, including, without limitation, all rents, termination fees and other sums due under such leases. Tenant agrees that, upon written notice from Lender, Tenant shall pay all rentals and other sums due under the leases of the Premises (including, without limitation, termination fees) to Lender at the address specified by Lender in such notice.
- 7. Any notices to be sent by Tenant to Lender shall be delivered in hand or sent by overnight express courier service, or by registered or certified mail, postage prepaid, addressed to Lender at One American Square, Post Office Box 368, Indianapolis, Indiana 46206-0368, Attention Deed of Trust Loan 2232701. Any notices to be sent by Lender to Tenant shall be delivered in hand or sent by overnight express courier service, or by registered or certified U.S. mail to the Tenant at P.O. BOX 708490, Sandy, Utah 84070.

- 8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
 - 9. By execution hereof, Landlord consents to the execution hereby by Tenant.

[Remainder of page intentionally left blank; signature page(s) to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the date and year first above written.

"LENDER"

AMERICAN UNITED LIFE INSURANCE COMPANY, an Indiana corporation

By: Steven T. Holland
Its: Vice President

STATE OF INDIANA)
SS:
COUNTY OF MARION)

On this day of July in the year of 2014, before me, Steven T. Holland, a Notary Public of said State, duly commissioned and sworn, personally appeared Steven T. Holland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President on behalf of AMERICAN UNITED LIFE INSURANCE COMPANY, an Indiana corporation, the corporation therein, and acknowledged to me that such corporation executed the same.

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

1

printed name

My Commission Expires: 04

My County of Residence:

~~

Notary Public Seal State of Indiana Johnson County My Commission Expires 04/25/2015 "TENANT"

STANDARD PLUMBING SUPPLY, INC., a Utah corporation

By: M. (signature)

R. chard N Reese

(printed name)

Its: <u>President</u>
(title)

STATE OF _______) ss county of Salt Lake)

On this II day of JUW in the year of 2014, before me, MINION, a Notary Public of said State, duly commissioned and sworn, personally appeared Ruyud N. Revo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the President of Standard Human and acknowledged to me that Ruyud N. Revo executed the same.

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

Notary Public (signature)

printed name

My Commission Expires:

My County of Residence:

Notary Public
MICHELE McKA\
Commission #675321
My Commission Expires
April 3, 2018
State of Utah

"LANDLORD"

RICHARD N. REESE FAMILY LIMITED LIABILITY COMPANY, L.L.C., a Utah limited liability company

By: Richard N Beese

Its: mana oc

STATE OF Utal)	
COUNTY OF Sollare) SS:	
BEFORE ME, the undersigned, a Notary Public ir of, 20, personally appeared the person(s) whose name(s) is/are subscribed to	the foregoing instrument, acknowledged that
he/she/they is/are the Nunagere of	of Richard N. Reese Tainly United, [the
, and executed	said instrument by authority duly given and as
the act of said	
My Commission Expires: 4/3/2018	Michiel Miller

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

BEGINNING AT A POINT ON THE EAST LINE OF THE DENVER AND RIO GRANDE RAILROAD RIGHT OF WAY, SAID POINT BEING NORTH 89°59'02" WEST 838.71 FEET ALONG THE MONUMENT LINE OF SAID 9400 SOUTH STREET TO THE EAST LINE ON THE SAID RAILROAD RIGHT OF WAY AND NORTH 6°21'39" EAST 1090.77 FEET ALONG THE EAST LINE OF THE SAID RAILROAD RIGHT OF WAY FROM AN EXISTING STREET MONUMENT IN THE INTERSECTION OF THE I-15 FREEWAY FRONTAGE ROAD ON THE WEST SIDE OF THE I-15 FREEWAY AND 9400 SOUTH STREET, SAID MONUMENT BEING NORTH 16°29'03"EAST 58.15 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE SALT LAKE COUNTY AREA REFERENCE PLAT FOR SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 6°21'39" EAST 699.42 FEET ALONG THE EAST LINE OF THE SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 89°59'19" EAST 534.95 FEET TO THE WEST LINE OF THE I-15 FREEWAY FRONTAGE ROAD ON THE WEST SIDE OF THE I-15 FREEWAY; THENCE SOUTHEASTERLY 256.88 FEET ALONG THE ARC OF A 2814.79 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 77°18'57" WEST AND LONG CHORD BEARS SOUTH 10°04'11" EAST 256.79 FEET, WITH A CENTRAL ANGLE OF 05°13'44") ALONG THE WEST LINE OF SAID I-15 FREEWAY FRONTAGE ROAD; THENCE WEST 201.85 FEET; THENCE SOUTH 30.00 FEET; THENCE WEST 11.00 FEET; THENCE SOUTH 202.78 FEET; THENCE SOUTH 89°41'46" WEST 37.46 FEET; THENCE SOUTH 206.78 FEET; THENCE SOUTH 89°39'40" WEST 407.03 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF THE SUBJECT PROPERTY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED NOVEMBER 5, 2009 AS ENTRY NO: 10832215 IN BOOK 9777 AT PAGE 3454 BEING DESCRIBED AS FOLLOWS:

A PORTION OF LAND IN FEE FOR THE "FRONTRUNNER SOUTH COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT SAID PARCEL BEING PART OF THE GRANTORS PROPERTY DEFINED IN THAT CERTAIN WARRANTY DEED, RECORDED JUNE 8, 2001, AS ENTRY 7917672 IN BOOK 8466 AT PAGE 4572, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBE AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD AND THE SOUTHWEST CORNER OF THE GRANTOR'S PROPERTY, SAID POINT BEING NORTH 89°46'23" WEST 708.38 FEET ALONG THE

SECTION LINE AND NORTH 00°13'37" EAST 1134.63 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE NORTH 06°17'02" EAST 699.30 FEET ALONG SAID RAILROAD RIGHT OF WAY TO THE NORTH LINE OF THE GRANTOR'S PROPERTY AND THE SOUTH RIGHT OF WAY LINE OF 9120 SOUTH STREET; THENCE SOUTH 89°59'19" EAST 2.11 FEET ALONG SAID ROAD RIGHT OF WAY; THENCE SOUTH 06°17'02" WEST 699.29 FEET TO A POINT ON THE SOUTH LINE OF THE GRANTOR'S PROPERTY; THENCE SOUTH 89°39'40" WEST 2.11 FEET ALONG SAID SOUTH LINE TO SAID RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING.

PARCEL 1A:

SUBJECT TO ALL RIGHTS AS GRANTED BY THAT CERTAIN RIGHT OF WAY AND EASEMENT RECORDED AS ENTRY NO. 7917669, IN BOOK 8466, AT PAGE 4560 AND THAT CERTAIN CORRECTION OF RIGHT OF WAY AND EASEMENT AGREEMENT RECORDED AS ENTRY NO. 9325077, IN BOOK 9106, AT PAGE 4692 OF THE OFFICIAL RECORDS, AS DESCRIBES AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF A DENVER & RIO GRANDE RAILROAD RIGHT OF WAY, SAID POINT BEING NORTH 89°59'02" WEST 838.71 FEET ALONG A MONUMENT LINE IN 9400 SOUTH STREET TO THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY AND NORTH 6021'39" EAST 1090.77 FEET ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY FROM AN EXISTING STREET MONUMENT IN THE INTERSECTION OF THE I-15 FRONTAGE ROAD ON THE WEST SIDE OF THE I-15 FREEWAY AND 9400 SOUTH STREET, SAID MONUMENT BEING NORTH 16°29'03" EAST 58.15 FEET FROM SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. ACCORDING TO THE SALT LAKE COUNTY AREA REFERENCE PLAT FOR SAID SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 6º21'39" EAST 699.29 FEET ALONG THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 89059'19" EAST 20.12 FEET; THENCE SOUTH 6°21'29" WEST 699.29 FEET; THENCE SOUTH 89°39'40" WEST 20.14 FEET-FEEL TO THE EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY, BEING THE POINT OF BEGINNING

PARCEL 1B:

SUBJECT TO AND TOGETHER WITH A 24-FOOT INGRESS/ENGRESS EASEMENT AS DISCLOSED BY EASEMENT AND RIGHT-OF-WAY AGREEMENT RECORDED AUGUST 19, 2004, AS ENTRY NO. 9150388 IN BOOK 9027 AT PAGE 5257 AND BY CORRECTION OF EASEMENTS AND RIGHT OF WAY AGREEMENT RECORDED MARCH 17, 2005, AS ENTRY NO. 9325078 IN BOOK 9106 AT PAGE 4698 OF THE OFFICIAL RECORDS:

A RECIPROCAL ACCESS EASEMENT FROM 9400 SOUTH STREET OVER AND ACROSS THE FOLLOWING DESCRIBED CENTERLINE TO 300 WEST STREET, SAID EASEMENT BEING 12 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO-WIT:

.42

BEGINNING AT A POINT WHICH IS WEST 462.70 FEET AND NORTH 95.14 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET; AND RUNNING THENCE NORTH 00°28'18" WEST 1013.90 FEET; THENCE EAST 477.27 FEET, PLUS OR MINUS, TO THE WESTERLY RIGHT OF WAY LINE OF 300 WEST STREET, SAID POINT BEING THE POINT OF TERMINUS.

PARCEL 1C:

SUBJECT TO AND TOGETHER WITH A 10-FOOT CULINARY WATER EASEMENTS AS DISCLOSED BY EASEMENT AND RIGHT-OF-WAY AGREEMENT RECORDED AUGUST 19, 2004, AS ENTRY NO. 9150388 IN BOOK 9027 AT PAGE 5257 AND BY CORRECTION OF EASEMENTS AND RIGHT OF WAY AGREEMENT RECORDED MARCH 17, 2005, AS ENTRY NO. 9325078 IN BOOK 9106 AT PAGE 4698 OF OFFICIAL RECORDS:

WATER EASEMENT TO BE TRANSFERRABLE TO PUBLIC UTILITIES BY EITHER PARTY FOR THE PURPOSE OF INGRESS/EGRESS MAINTENANCE AND REPAIR, SAID EASEMENT BEING 10 FEET IN WIDTH, 5 FEET EACH SIDE OF THE FOLLOWING DESCRIBES CENTERLINE, TO-WIT

BEGINNING AT A POINT WHICH IS WEST 801.98 FEET AND NORTH 94.70 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF 9400 SOUTH STREET; AND RUNNING THENCE NORTH 06°54'54" EAST 542.27 FEET; THENCE SOUTH 89°51'07" EAST 263.30 FEET TO A POINT 10 FEET WEST OF THE SANITARY SEWER LINE;. THENCE NORTH 00°04'27" WEST 467.02 FEET; THENCE NORTH 89°47'09" EAST 481.96 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 300 WEST STREET

PARCEL 1D:

SUBJECT TO AND TOGETHER WITH A 15-FOOT SANITARY SEWER EASEMENTS AS DISCLOSED BY EASEMENTS AND RIGHT-OF-WAY AGREEMENT RECORDED AUGUST 19, 2004, AS ENTRY NO.9150388 IN BOOK 9027 AT PAGE 5257 AND BY CORRECTION OF EASEMENT AND RIGHT OF WAY AGREEMENT RECORDED MARCH 17, 2005, AS ENTRY NO. 9325078 IN BOOK 9106 AT PAGE 4698 OF THE OFFICIAL RECORDS:

SEWER EASEMENT TO BE TRANSFERABLE TO PUBLIC UTILITIES BY EITHER PARTY FOR THE PURPOSE OF INGRESS/EGRESS, MAINTENANCE AND REPAIR, SAID EASEMENTS BEING 15 FEET IN WIDTH AND FOLLOWING THE PHYSICAL LOCATION, TO-WIT:

BEGINNING AT A POINT WHICH IS WEST 455.20 FEET AND NORTH 95.14 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTHERLY RIGHT

OF WAY LINE OF 9400 SOUTH STREET; AND RUNNING THENCE NORTH 00°04'27" WEST 784.91 FEET; THENCE SOUTH 89°55'33" WEST 15.00 FEET; THENCE SOUTH 00°04'27" EAST 784.91 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 89°55'33" EAST 15.00 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING

PARCEL 1E:

SUBJECT TO AND TOGETHER WITH A 7.5-FOOT STORM DRAIN EASEMENT AS DISCLOSED BY EASEMENT AND RIGHT-OF-WAY AGREEMENT RECORDED AUGUST 19, 2004, AS ENTRY NO. 9150388 IN BOOK 9027 AT PAGE 5257 AND BY CORRECTION OF EASEMENT AND RIGHT OF WAY AGREEMENT RECORDED MARCH 17, 2005, AS ENTRY NO. 9325078 IN BOOK 9106 AT PAGE 4698 OF THE OFFICIALS RECORDS:

BEGINNING AT A POINT WHICH IS WEST 692.19 FEET AND NORTH 1142.89 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 87°45'15" EAST 2.25 FEET; THENCE SOUTH 08°44'41" WEST 3.83 FEET; THENCE NORTH 89°34'15" EAST 7.60 FEET; THENCE NORTH 08°44'41" EAST 3.47 FEET; THENCE SOUTH 87°45'15" EAST 230.13 FEET; THENCE NORTH 00°28'18" WEST 7.51 FEET; THENCE NORTH 87°45'15" WEST 239.57 FEET; THENCE SOUTH 02°14'45" WEST 7.50 FEET TO THE POINT OF BEGINNING.

PARCEL 1F:

TOGETHER WITH A CROSS ACCESS EASEMENT AS DISCLOSED BY THAT WARRANTY DEED RECORDED JULY 27, 2006, AS ENTRY NO:9793909 IN BOOK 9327 AT PAGE 5162 OF OFFICIAL RECORDS.

A CROSS ACCESS EASEMENTS BEING 20.00 FEET IN WIDTH, 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF THE WEST FRONTAGE ROAD OF INTERSTATE 15 WHICH IS NORTH 00°12′51" WEST 1053.25 FEET ALONG THE MONUMENT LINE OF SAID WEST FRONTAGE ROAD OF INTERSTATE 15, AND WEST 42.05 FEET FROM A SALT LAKE COUNTY MONUMENT LOCATED AT THE INTERSECTION OF THE WEST FRONTAGE ROAD AND 9400 SOUTH STREET, SAID MONUMENT BEING NORTH 16°32′53" EAST 58.18 FEET BY MEASUREMENT FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 185.00 FEET; THENCE SOUTH 00°27′00" WEST 458.61 FEET; THENCE EAST 184.92 FEET TO THE POINT OF TERMINATION.

PARCEL 2:

Feet

BEGINNING AT A POINT NORTH 89°54'45" WEST 443.53 FEET AND NORTH 0°05'19" WEST 53.62 AND NORTH 0°29'36" WEST 1086.39 FEET AND NORTH 89°32'55" EAST 165.45 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°06'45" WEST 206.77 FEET; SOUTH 89°35'01" WEST 9 FEET; THENCE SOUTH 0°06'45" EAST 206.78 FEET; THENCE NORTH 89°32'55" EAST 9 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF THE SUBJECT PROPERTY AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED MARCH 17, 2005 AS ENTRY NO. 9325076 IN BOOK 9106 AT PAGE 4688, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE DENVER AND RIO GRANDE RAILROAD RIGHT OF WAY, SAID POINT BEING NORTH 89°59'02" WEST 838.71 FEET ALONG THE MONUMENT LINE OF SAID 9400 SOUTH STREET TO THE EAST LINE ON THE SAID RAILROAD RIGHT OF WAY AND NORTH 6°21'39" EAST 1090.77 FEET ALONG THE EAST LINE OF THE SAID RAILROAD RIGHT OF WAY FROM AN EXISTING STREET MONUMENT IN THE INTERSECTION OF THE I-15 FREEWAY FRONTAGE ROAD ON THE WEST SIDE OF THE I-15 FREEWAY AND 9400 SOUTH STREET, SAID MONUMENT BEING NORTH 16°29'03"EAST 58.15 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ACCORDING TO THE SALT LAKE COUNTY AREA REFERENCE PLAT FOR SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 6°21'39" EAST 699.42 FEET ALONG THE EAST LINE OF THE SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 89°59'19" EAST 534.95 FEET TO THE WEST LINE OF THE I-15 FREEWAY FRONTAGE ROAD ON THE WEST SIDE OF THE I-15 FREEWAY; THENCE SOUTHEASTERLY 256.88 FEET ALONG THE ARC OF A 2814.79 FOOT RADIUS CURVE TO THE RIGHT, (CENTER BEARS SOUTH 77°18'57" WEST AND LONG CHORD BEARS SOUTH 10°04'11" EAST 256.79 FEET, WITH A CENTRAL ANGLE OF 05°13'44") ALONG THE WEST LINE OF SAID I-15 FREEWAY FRONTAGE ROAD; THENCE WEST 201.85 FEET; THENCE SOUTH 30.00 FEET; THENCE WEST 11.00 FEET; THENCE SOUTH 202.78 FEET; THENCE SOUTH 89°41'46" WEST 37.46 FEET; THENCE SOUTH 206.78 FEET; THENCE SOUTH 89°39'40" WEST 407.03 FEET TO THE POINT OF BEGINNING.