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Book - 10283 Pg - 1067-1083
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 17 P.

AFTER RECORDED RETURN TO:

DLA Piper LLP (US)
1251 Avenue of the Americas, 27th Floor
New York, New York 10020-1104
Attention: Jeffrey B. Steiner, Esq.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is entered into as of the 31st day of October 2014, between CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership, with a place of business at 110 East 59th Street, 6th Floor, New York, NY 10022, Attn: Legal Department ("Lender"), ST. MALL OWNER, LLC, a Delaware limited liability company, with a place of business at c/o The Macerich Company, 401 Wilshire Blvd., Suite 700, Santa Monica, CA 90401-1452 ("Purchaser"), and BARNES & NOBLE BOOKSELLERS, INC., a Delaware corporation, having an office at 122 Fifth Avenue, New York, New York 10011 ("Tenant").

Recitals

A. By a certain Lease entered into between MARKETPLACE LIMITED PARTNERSHIP, a California limited partnership ("Original Landlord") and Tenant, dated as of January 19, 1996, as amended by Tenant's renewal option notice dated July 28, 2011 (collectively, the "Lease"), Original Landlord leased to Tenant certain premises within the Shopping Center, as more particularly described in the Lease, to which reference is hereby made for all relevant purposes (the "Premises").

B. Purchaser represents to Tenant that it has or may acquire title to the Shopping Center (defined below) and succeed to the interests of Original Landlord under Lease.

C. Lender has made or will make a loan to Purchaser in the original principal amount of \$ _____ (the "Loan").

D. Lender is or may become the holder of a mortgage or deed of trust securing the Loan (the "Mortgage") covering that certain parcel of land described on Exhibit A attached hereto and made a part hereof, together with the improvements erected thereon, commonly known as "South Towne Marketplace" (the "Shopping Center").

E. A copy of the Lease has been delivered to Lender, the receipt of which is hereby acknowledged.

F. Conditioned upon Purchaser's acquisition of the Shopping Center, succeeding to the interests of Original Landlord under the Lease and delivering to Tenant the required notice of same in compliance with the terms of the Lease, the parties hereto desire to effect the subordination of the Lease to the Mortgage and to provide for the non-disturbance of Tenant by the holder of the Mortgage or any purchaser under a foreclosure or deed in lieu thereof.

Agreement

In consideration of the Premises and the mutual covenants and agreements herein contained and conditioned upon Purchaser's acquisition of the Shopping Center, succeeding to the interest of Original Landlord under the Lease and delivering to Tenant the required notice of same in compliance with the terms of the Lease, the parties hereto agree as follows:

1. Lender hereby consents to and approves the Lease and all of the terms and conditions thereof.
2. Tenant covenants and agrees with Lender that the Lease is hereby made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage, and to all modifications and extensions thereof, with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease and without regard to the order of priority of recording the Mortgage, subject, however, to the provisions of this Agreement.
3. Tenant certifies that the Lease is presently in full force and effect and unmodified.
4. Lender agrees that, so long as Tenant is not in default (beyond the expiration of any applicable cure period) under the Lease:
 - (a) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for foreclosure by the Lender or to enforce any rights under the Mortgage or the Loan.
 - (b) The possession by Tenant of the Premises and Tenant's rights under the Lease shall not be disturbed, affected or impaired by (i) any suit, action or proceeding under the Mortgage or the Loan or for foreclosure under the Mortgage, or any other enforcement of any rights under the Mortgage or any other documents pertaining to the Loan, (ii) any judicial or non-judicial foreclosure, sale or execution of the Premises or the Shopping Center, or any deed given in lieu of foreclosure, or (iii) any default under the Mortgage or the Loan.
 - (c) All condemnation awards and insurance proceeds paid or payable with respect to the Premises or any other part of the Shopping Center and received by Lender shall be applied and paid in the manner set forth in the Lease.
 - (d) Neither the Mortgage nor any other security instrument executed in connection with the Loan shall cover or be construed as subjecting in any manner to the lien thereof any trade fixtures, signs or other personal property at any time furnished or installed by or for Tenant in or on the Premises.
5. If Lender or any future holder of the Mortgage or any other transferee under the Mortgage shall become the owner of the Shopping Center or any part thereof by reason of foreclosure of the Mortgage, or if the Shopping Center or any part thereof shall be sold as a result of any action or proceeding to foreclose the Mortgage, or by transfer of ownership by deed given in lieu of foreclosure (collectively a "Foreclosure") (any such purchaser or transferee and each of their respective successors and assigns is hereinafter sometimes referred to as "Successor Landlord"), the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and

the then owner of the Shopping Center as "Landlord" under the Lease, upon all of the same terms, covenants and provisions contained in the Lease, and in such event:

(a) Tenant shall be bound to such Successor Landlord under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including also any extension periods, if Tenant elects or has elected to exercise its option to extend the term) and Tenant hereby agrees to attorn to such Successor Landlord and to recognize such Successor Landlord as "Landlord" under the Lease; and

(b) Such Successor Landlord shall be bound to Tenant under and hereby assumes all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including also any extension periods, if Tenant elects or has elected to exercise its option to extend the term), and Tenant shall, from and after the date such Successor Landlord succeeds to the interest of "Landlord" under the Lease, have the same remedies against such Successor Landlord for the breach of any covenant contained in the Lease; provided, however, that such Successor Landlord shall not (i) be bound by any rent or additional rent which Tenant might have paid for more than one month in advance to any prior landlord (including Landlord), except as otherwise expressly required by the terms of the Lease, or (ii) be personally liable for any breach of the Lease by or other act or omission of any prior landlord (including Landlord) or (iii) be bound by any amendment or modification of the Lease made without Lender's consent which would reduce fixed annual rent or any other monetary obligation of Tenant under the Lease.

6. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and Tenant agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective as to Lender until Tenant has given such notice to Lender. Lender shall have the right to cure any default by Landlord under the Lease until the later of (i) the expiration of any cure period available to Landlord under the Lease, or (ii) sixty (60) days following Tenant's written notice to Lender; provided, however, that if such default cannot with diligence be cured by Lender within such 60-day period, the commencement of action by Lender within such 60-day period to remedy the same shall be deemed sufficient so long as Lender thereafter pursues such action and ultimate cure with due diligence and, in all events, completes such cure not later than thirty (30) days following the expiration of said 60-day period. The requirement of notice and cure set forth herein shall not apply to offset, abatement, or termination rights under the Lease (i) that do not arise from the default on the part of the Landlord under the Lease and/or (ii) for which a right or remedy in favor of Tenant ensues without the requirement of notice and an opportunity of cure being afforded to Landlord. Any action taken by Lender to cure a default by Landlord will be accepted by Tenant as performed by Landlord itself. It is expressly understood and agreed that the right on the part of Lender to cure or remedy any such default or defaults, or any act or omission underlying same, shall not be deemed to create any obligation on Lender's part to cure, remedy or undertake the elimination of any such defaults or defaults, or any such acts or omissions prior to the date, if any, on which Lender succeeds to the interest of "Landlord" under the Lease.

7. Tenant has notice that the Lease and all other sums due thereunder have been assigned to Lender as security for the Loan secured by the Mortgage. If Lender notifies Tenant of the occurrence of a default under the Mortgage and demands that Tenant pay sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay such sums due under the Lease directly to Lender or as otherwise directed pursuant to such notice, and Lender as Landlord under the Lease hereby

irrevocably (i) authorizes Tenant to make such payments to Lender, (ii) releases and discharges Tenant from any liability to Landlord on account of any such payments or tendering of the performance of obligations made in accordance with the provisions of this Paragraph 7, and (iii) acknowledges and agrees that such payments to Lender shall be duly credited against Tenant's obligation to pay rent and other sums due under the Lease.

8. Any notices or communications given under this Agreement shall be in writing and shall be deemed given on the earlier of actual receipt or three (3) days after deposit in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, at the respective addresses set forth above, or at such other address as the party entitled to notice may designate by written notice as provided herein.

9. This Agreement shall bind and inure to the benefit the parties hereto and their respective successors and assigns.

10. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the parties against whom enforcement of such modification, change, waiver or cancellation is sought.

11. This Agreement and the covenants contained herein shall run with and shall bind the land on which the Shopping Center is located.

EXECUTED as of the date first written above.

[Reminder of page intentionally blank]

LENDER:

CANTOR COMMERCIAL REAL ESTATE LENDING, L.P

By: _____
Name: _____
Title: _____

PURCHASER:

ST. MALL OWNER, LLC

By: _____
Name: _____
Title: _____

TENANT:

BARNES & NOBLE BOOKSELLERS, INC.

By: Mitchell S. Klipper
Name: Mitchell S. Klipper
Title: Chief Executive Officer
Barnes & Noble Retail Group

STATE OF NEW YORK §

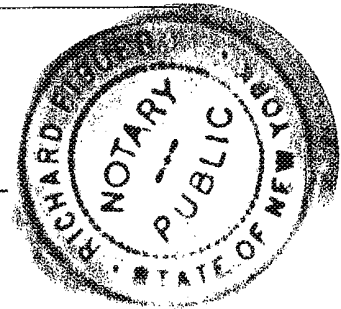
COUNTY OF NEW YORK §

The foregoing instrument was acknowledged before me this 14th day of October, 2014, by Mitchell S. Klipper, Chief Executive Officer, Barnes & Noble Retail of **BARNES & NOBLE BOOKSELLERS, INC.**, a Delaware corporation, on behalf of such corporation.

Richard Figueroa
Notary Public in and for the State of New York


My Commission Expires: _____

RICHARD FIGUEROA
Notary Public, State of New York
No. 01F14961746
Qualified in New York County
Commission Expires February 5, 2018



LENDER:

CANTOR COMMERCIAL REAL ESTATE LENDING, L.P

By: 
Name: Lawrence Britvan
Title: Senior Managing Director
CCRE

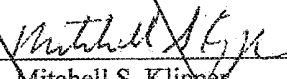
PURCHASER:

ST. MALL OWNER, LLC

By: _____
Name: _____
Title: _____

TENANT:

~~**BARNES & NOBLE BOOKSELLERS, INC.**~~

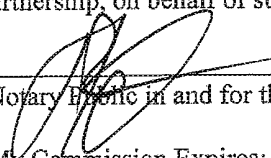
~~By: 
Name: Mitchell S. Klipper
Title: Chief Executive Officer
Barnes & Noble Retail Group~~

STATE OF New York §

COUNTY OF New York §

The foregoing instrument was acknowledged before me this 24 day of October, 2014, by Lawrence Butvin, Sr. Managing Director of CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership, on behalf of such partnership.

W. Turner Booth
Notary Public, State of New York
No. 02BO6270194
Qualified in New York County
Certificate Filed in New York County
Commission Expires October 15, 2016


Notary Public in and for the State of New York
My Commission Expires: October 15, 2016

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____ of ST. MALL OWNER, LLC a _____ limited liability company, on behalf of such company.

Notary Public in and for the State of _____
My Commission Expires: _____

ST MALL OWNER, LLC,
a Delaware limited liability company

By: ST Mall Mezzco, LLC, a Delaware limited liability
company, its sole economic member

By: GS Pacific ST LLC, a Delaware limited liability
company, its sole economic member

By: South Towne Pacific LLC, a Delaware
limited liability company, its managing
member

By: _____

Name: Steven M. Plenge

Title: Authorized Signatory

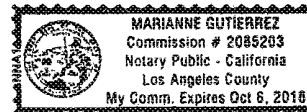
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On this 29th day of October, 2014, personally appeared before me Marianne Gutierrez, who being by me duly sworn (or affirmed), did say that he is the Authorized Signatory of South Towne Pacific LLC, and that said instrument was signed on behalf of said limited liability company by authority of its constitutive documents (or of a resolution of its board of directors, as the case may be) and said Steven M. Plenge, acknowledged to me that said limited liability company executed the same.

SEAL

Marianne Gutierrez
(Signature)
My commission expires: October 6, 2018



SNDA signature page

BK 10283 PG 1075

EXHIBIT A

PARCEL 1:

Lot 1, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, part of the Northeast quarter of Section 13, Township 3 South, Range 1 West, and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the Official Plat thereof recorded August 15, 2005 as Entry No. 9461246 in Book 2005P at Page 250 in the Official Records of Salt Lake County.

Less and Excepting from Parcel 1:

Those parcels of land as set forth in that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded August 27, 2008 as Entry No. 10508774 in Book 9638 at Page 3207 in the Official Records of Salt Lake County and also that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded December 11, 2008 as Entry No. 10577204 in Book 9664 at Page 4033 in the Official Records of Salt Lake County.

Also Less and Excepting from Parcel 1:

Those parcels of land as set forth in that certain Final Judgment of Condemnation in favor of Utah Department of Transportation for street widening and related purposes as recorded December 11, 2008 as Entry No. 10577205 in Book 9664 at Page 4058 in the Official Records of Salt Lake County.

The following is shown for information purposes only: Tax Parcel No. 27-13-227-016-4001 and 27-13-227-016-4002

PARCEL 2:

Lot 2 of the South Towne Center Mall Subdivision being a part of the Northeast quarter of Section 13, Township 3 South, Range 1 West and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the Official Plat thereof recorded May 14, 1997 as Entry No. 6644162 in Book 97-5P at Page 152 in the Official Records of Salt Lake County.

Being more particularly described as follows:

A parcel of land in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being even more particularly described as follows:

BEGINNING at a point 926.18 feet West and 700.84 feet South from the Northeast corner of said Section 13 (Basis bearing being South 00°01'50" East along the State Street Monument line between the monuments opposite the Northeast corner and the East quarter corner of said Section 13), said point being on a 315.48 foot radius curve to the right (Radius point bears North

76°12'01" West) and running thence Southwesterly 6.61 feet along the arc of said curve through a central angle of 01°12'01" to a point of tangency; thence South 15°00'00" West 113.39 feet; thence South 83°05'00" East 19.20 feet to a point on a 147.50 foot radius curve to the left (radius point bears South 83°05'00" East); thence Southerly 17.73 feet along the arc of said curve through a central angle of 06°53'25" to a point of tangency; thence South 00°01'35" West 184.00 feet; thence South 89°59'52" West 263.49 feet; thence North 00°01'35" East 10.50 feet to the point of curvature with a 49.50 foot radius curve to the right; thence Northeasterly 35.99 feet along the arc of said curve through a central angle of 41°39'23" to a point of reverse curvature with a 50.50 foot radius curve to the left; thence Northeasterly 36.72 feet along the arc of said curve through a central angle of 41°39'23" to a point of tangency; thence North 00°01'35" East 128.85 feet to the point of curvature with a 14.50 foot radius curve to the right; thence Northeasterly 22.78 feet along the arc of said curve through a central angle 90°00'00" to a point of tangency; thence South 89°58'25" East 103.56 feet to the point of curvature with a 75.50 foot radius curve to the left; thence Northeasterly 69.60 feet along the arc of said curve through a central angle of 52°48'57" to a point of tangency; thence North 37°12'38" East 32.85 feet; thence North 15°00'00" East 56.14 feet; thence South 75°00'00" East 39.93 feet to the point of Beginning.

The following is shown for information purposes only: Tax Parcel No. 27-13-227-012

PARCEL 3:

Perpetual easements for parking and access created by that certain General Warranty Deed dated October 19, 1993 by and between South Towne Investors Limited Partnership, an Illinois Limited Partnership (Grantor) and Mervyn's, a California Corporation (Grantee) recorded October 21, 1993 as Entry No. 5634888 in Book 6781 at Page 764 of Official Records.

Being more particularly described as follows:

A parcel of land in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; being more particularly described as follows:

Beginning at a point 1506.28 feet West and 627.79 feet South from the Northeast corner of said Section 13 (Basis of bearing being South 00°01'50" East along the State Street Monument Line between the monuments opposite the Northeast corner and the East quarter corner of said Section 13); said point being on the Northerly line of the South Towne Mall Ring Road at a point on a 758.00 foot radius curve to the right (Radius point bears South 38°01'35" East); and running thence Northeasterly 215.26 feet along the arc of said curve through a central angle of 16°16'15" (Chord bears North 60°06'32" East 214.53 feet); thence North 10.75 feet to the Southerly line of the future Sandy Boulevard Right of Way, said point being on 768.00 foot radius curve to the right (Radius point bears South 21°27'29" East); thence Northeasterly 299.68 feet along the arc of said curve through a central angle of 22°21'25" (Chord bears North 79°43'14" East 297.78 feet); thence South 00°00'06" West 9.99 feet to said Northerly line of the South Towne Mall Ring Road, said point being on a 758.00 foot radius curve to the right (Radius point bears South 00°54'37" West); thence Southeasterly 300.10 feet along the arc of said curve through a central angle of 22°41'04" (Chord bears South 77°44'52" East 298.14 feet); thence South 15°51'56"

West 509.94 feet; thence South 89°59' 52" West 63.92 feet to a point on Mervyn's Parcel 1; thence running along said parcel North 00°01'35" East 184.00 feet to the point of curvature with a 147.50 foot radius curve to the right; thence Northeasterly 17.73 feet along the arc of said curve through a central angle of 06°53'25"; thence North 83°05'00" West 19.20 feet; thence North 15°00'00" East 113.39 feet to a point of curvature with a 315.48 foot radius curve to the left; thence Northeasterly 6.61 feet along the arc of said curve through a central angle of 01°12'01"; thence North 75°00'00" West 39.93 feet; thence South 15°00'00" West 56.14 feet; thence South 37°12'38" West 32.85 feet to the point of curvature with a 75.50 foot radius curve to the right; thence Southwesterly 69.60 feet along the arc of said curve through a central angle of 52°48'57" to a point of tangency; thence North 89°58'25" West 103.56 feet to a point of curvature with a 14.50 foot radius curve to the left; thence Southwesterly 22.78 feet along the arc of said curve through central angle of 90°00'00" to a point of tangency; thence South 00°01'35" West 128.85 feet to point of curvature with a 50.50 foot radius curve to the right; thence Southwesterly 36.72 feet along the arc of said curve through a central angle of 41°39'23" to a point of reverse curvature with a 49.50 foot radius curve to the left; thence Southwesterly 6.15 feet along the arc of said curve through a central angle of 07°07'19"; thence leaving said Mervyn's Parcel North 44°58'25" West 324.58 feet; thence North 45°01'35" East 29.75 feet; thence North 44°58'25" West 147.00 feet to the point of beginning.

PARCEL 4:

Lot 4, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, part of the Northeast quarter of Section 13, Township 3 South, Range 1 West, and part of the Northwest quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof recorded August 15, 2005 as Entry No. 9461246 in Book 2005P at Page 250 in the Official Records of Salt Lake County.

The following is shown for information purposes only: Tax Parcel No. 27-13-227-014

PARCEL 5:

Those non-exclusive easements created and described in that certain Grant of Reciprocal Easements, Declaration of Covenants running with the land and Development Agreement dated October 21, 1993 by and between Mervyn's, a California Corporation, and South Towne Investors Limited Partnership, an Illinois Limited Partnership, recorded in the Official Records of Salt Lake County, Utah, as Entry No. 5634889 in Book 6781 at Page 765 and as amended by that First Amendment to Grant of Reciprocal Easements, Declaration of Covenants running with the land and Development Agreement dated May 16, 1997 and recorded May 16, 1997 as Entry No. 6646767 in Book 7668 at Page 2882 and re-recorded May 30, 1997 as Entry No. 6657114 in Book 7679 at Page 787 of Official Records by and between Mervyn's, a California Corp., Macerich South Towne Limited Partnership, a California Limited Partnership, and Dillard USA, Inc., a Nevada Corporation (The "REA").

PARCEL 6:

Beginning at a point on the Westerly right of way line of State Street, which point is North 89°50'56" East 41.33 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West 92.33 feet from the monument at the intersection of 10200 South and State Streets, and running thence South 00°01'50" East 583.24 feet along said line; thence South 00°50'43" East 70.31 feet along said line; thence South 00°01'50" East 53.16 feet along said line to the Northerly line of an access road and a point on a 25.00 foot radius curve to the right; thence running along said Northerly line for the next five courses, Southwesterly 21.60 feet along the arc of said curve through a central angle of 49°30'41" (chord bearing South 65°15'40" West 20.94 feet); thence North 89°59'00" West 192.15 feet to the point of tangency with a 306.00 foot radius curve to the left; thence Southwesterly 162.31 feet along the arc of said curve through a central angle of 30°23'31"; thence South 59°37'30" West 74.04 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Northwesterly 37.15 feet along the arc of said curve through a central angle of 85°08'19" to a point of tangency with a 758.00 foot radius curve to the left and being the North line of the South Towne Mall Ring Road; thence Northwesterly 712.45 feet along the arc of said curve through a central angle of 53°51'11" along said line; thence North 00°00'36" East 1300.81 feet; thence South 89°57'20" East 519.88 feet; thence North 86°50'50" East 266.48 feet; thence South 89°59'01" East 280.57 feet to said West right of way line of State Street; thence South 00°07'35" East 847.85 feet along said line to the point of beginning.

The following is shown for informational purposes only: Tax ID No. 27-13-226-010, 27-12-476-031 & 27-12-476-032

LESS AND EXCEPTING FROM PARCEL 6 THE FOLLOWING: (The following being the Relocated Canal Strip):

Beginning at a point on the Westerly right of way line of State Street, which point is North 89°50'56" East 41.33 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West 92.33 feet from the monument at the intersection of 10200 South and State Streets, and running thence South 00°01'50" East 142.94 feet along said line; thence North 45°00'00" West 32.77 feet to a point on a 116.00 foot radius curve to the right; thence Southwesterly 38.99 feet along the arc of said curve through a central angle of 19°15'29" (chord bears South 39°19'27" West 38.81 feet); thence South 41°02'50" East 28.93 feet; thence South 50°28'54" West 7.88 feet to a point of curvature with a 102.00 foot radius curve to the left; thence Southwesterly 89.92 feet along the arc of said curve through a central angle of 50°30'43"; thence South 13°14'00" West 71.92 feet; thence South 00°01'50" East 190.71 feet to a point of curvature with a 17.00 foot radius curve to the left; thence Southeasterly 18.24 feet along the arc of said curve through a central angle of 61°29'08"; thence South 61°30'58" East 67.84 feet; thence North 00°01'50" West 308.03 feet to a point of curvature with a 50.00 foot radius curve to the right; thence Northeasterly 44.08 feet along the arc of said curve through a central angle of

50°30'43"; thence North 50°28'54" East 2.33 feet to said Westerly right of way line of State Street; thence South 00°01'50" East 367.99 feet along said line; thence South 00°50'43" East 66.61 feet along said line; thence North 61°30'58" West 86.65 feet to a point on a 25.00 foot radius curve to the right; thence Southwesterly 36.21 feet along the arc of said curve through a central angle of 82°58'40" (chord bears South 48°31'41" West 33.12 feet); thence North 89°59'14" West 63.53 feet; thence North 00°01'50" West 590.56 feet; thence North 89°52'57" East 89.62 feet; thence North 00°07'35" West 469.81 feet to a point of curvature with a 113.00 foot radius curve to the right; thence Northeasterly 89.42 feet along the arc of said curve through a central angle of 45°20'24"; thence North 45°12'48" East 56.83 feet to said Westerly right of way; thence South 00°07'35" East 550.60 feet to the point of beginning.

ALSO LESS AND EXCEPTING FROM PARCEL 6 that portion of subject property conveyed to Sandy City Corporation, a Utah municipal corporation by that certain Special Warranty Deed recorded May 18, 2001 as Entry No. 7900117 in Book 8458 at Page 7480 of Official Records, being a tract of land, lying in the Southeast Quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said tract described as Lot 1, Marketplace Subdivision, said tract being further described as follows:

Commencing as the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Southeast Corner of Section 12 being South 89°53'20" West, 92.33 feet from the monument at the intersection of 10200 South and State Streets, thence North 89°50'56" East for 41.33 feet to a point on the Western right of way of State Street; thence North 00°07'35" West along said West right of way line for 847.85 feet; thence leaving said right of way North 89°59'01" West for 280.57 feet; thence South 86°50'50" West for 266.48 feet; thence North 89°57'20" West for 519.88 feet to a point on the East right of way line of Centennial Parkway; thence South 00°00'36" West along said East right of way line for 90.98 feet to the POINT OF BEGINNING; said point being a point on the arc of a 45.00 foot radius curve to the right whose center bears South 19°44'10" East; thence Easterly 16.18 feet along the arc of said curve through a central angle of 20°35'49"; thence South 89°08'21" East for 11.58 feet to the beginning of a 70.00 foot radius curve to the left; thence Northeasterly 30.93 feet along the arc of said curve through a central angle of 25°18'45"; thence North 65°32'54" East 58.01 feet; thence South 00°00'00" East for 585.21 feet to a point on the arc of a 33.00 foot radius curve to the right whose center bears North 43°21'20" West; thence Southwesterly 25.07 feet along the arc of said curve through a central angle of 43°31'06"; thence North 89°50'14" West for 72.06 feet to the beginning of a 45.00 foot radius curve to the right; thence Northwesterly 15.90 feet along the arc of said curve through a central angle of 20°14'42"; thence North 00°00'36" East for 558.44 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPTING that portion of Parcel 6 contained within the NEFF'S GROVE AND 10080 SOUTH STREET DEDICATION PLAT recorded October 18, 2004 as Entry No. 9200501 in Book 2004P at Page 304 of Official Records.

ALSO LESS AND EXCEPTING FROM PARCEL 6, PARCEL NO. 0089:21B, PARCEL NO. 0089:13:21B:C AND PARCEL NO. 0089:21B:2C as shown in that certain Final Judgment of

Condemnation in favor of the Utah Department of Transportation recorded December 11, 2008 as Entry No. 10577205 in Book 9664 at Page 4058 of Official Records, being more particularly described as follows:

Parcel No. 0089:21B

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the NW1/4NW1/4 of Section 18, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the Westerly right of way of said existing highway State Route 89 at a point 41.33 feet N. 89°50'56" E. and 583.27 feet S. 00°01'50" E. along said Westerly right of way line and continuing along said Westerly right of way line 70.31 feet S. 00°50'43" E. from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, which said Northeast Corner is 92.33 feet S. 89°54'07" W. (S. 89°53'20" W. by record) from the monument at the intersection of 10200 South Street and State Street, said point of beginning is approximately 50.00 feet perpendicularly distant Westerly from the control line of said existing highway opposite engineer station 103+30.67, and running thence S. 00°01'50" E. 56.85 feet along said Westerly right of way line to the beginning of a 25.00 foot radius non-tangent curve to the right; thence Southeasterly 15.52 feet along the arc of said curve (Note: Chord to said curve bears S. 58°20'14" W. for a distance of 15.27 feet) to a point of non-tangency; thence N. 00°01'50" W. 71.92 feet to the Northerly boundary line of said entire tract; thence S. 61°30'58" E. 14.79 feet along said Northerly boundary line to the point of beginning.

(NOTE: Rotate all bearings in the above description 00°14'33" clockwise to match highway bearings.)

Parcel No. 0089:13:21B:C

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the NW1/4NW1/4 of Section 18, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point 41.33 N. 89°50'56" E. and 583.27 feet S. 00°01'50" E. along the Westerly right of way line of the existing highway State Route 89 and continuing along said Westerly right of way line 70.31 feet S. 00°50'43" E. and 14.73 feet N. 61°30'58" W. and 53.30 feet S. 00°01'50" E. from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, which said Northeast Corner is 92.33 feet S. 89°54'07" W. (S. 89°53'20" W. by record) from the monument at the intersection of 10200 South Street and State Street, said point of beginning is approximately 63.00 feet perpendicularly distant Westerly from the control line of said existing highway opposite engineer station 102+84.44, and running thence S. 00°01'50" E. 18.62 feet along a line parallel with and 63.00 feet perpendicularly distant Westerly from said control line to the Southerly boundary line of said entire tract at the beginning of a non-tangent 25.00 foot radius curve to the right; thence Southwesterly along said Southerly boundary line

6.06 feet along the arc of said curve (Note: Chord to said curve bears S. 83°04'01" W. for a distance of 6.05 feet) to a point of non-tangency, said point is 69.01 feet perpendicularly distant Westerly from said control line; thence N. 89°58'51" W. 26.06 feet along said Southerly boundary line to a point 95.06 feet perpendicularly distant Westerly from said control line; thence N. 00°04'58" E. 6.40 feet to a point 95.05 feet perpendicularly distant Westerly from said control line; thence S. 89°55'02" E. 11.00 feet to the beginning of a 23.50 foot radius curve to the left at a point 84.05 feet perpendicularly distant Westerly from said control line; thence Northeasterly 26.02 feet along the arc of said curve (Note: Chord to said curve bears N. 58°21'38" E. for a distance of 24.71 feet) to the point of beginning.

(NOTE: Rotate all bearings in the above description 00°14'33" clockwise to match highway bearings.)

Parcel No. 0089:21B:2C

A parcel of land in fee for the widening and reconstruction of the existing highway State Route 89 known as Project No. SP-0089(88)313, being a part of an entire tract of property, situate in the SW1/4SW1/4 of Section 7, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the Westerly right of way of said existing highway State Route 89 at a point 41.33 feet N. 89°50'56" E. and 790.97 feet N. 00°07'35" W. along said Westerly right of way line from the Southwest Corner of said Section 7, (Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian by record), which said Southwest Corner of said Section 7 is 92.33 feet S. 89°54'01" W. (S. 89°53'20" W. by record) from a monument in the intersection of 10200 South Street and State Street, said point of beginning is approximately 51.00 feet perpendicularly distant Westerly from the control line of said highway opposite engineer station 117+71.61, and running thence N. 47°29'15" W. 18.41 feet to a point 64.54 feet perpendicularly distant Westerly from said control line opposite engineer station 117+84.08; thence N. 02°11'27" E. 9.34 feet to a point 64.16 feet perpendicularly distant Westerly from said control line opposite engineer station 117+93.41; thence N. 89°52'25" E. 13.16 feet to said Westerly right of way line at a point 51.00 feet perpendicularly distant Westerly from said control line opposite engineer station 117+93.41; thence S. 00°07'35" E. 21.80 feet along said right of way line parallel with said control line to the point of beginning.

(NOTE: Rotate all bearings in the above description 00°14'39" clockwise to match highway bearings.)

THE PROPERTY FIRST DESCRIBED ABOVE AS PARCEL 6 BEING TOGETHER WITH the benefits that are appurtenant thereto created in that certain No Barricade Agreement dated September 22, 1995 and recorded September 26, 1995 as Entry No. 6175088 in Book 7235 at Page 1011 of Official Records.

PARCEL 7:

A Right-of-Way and Easement for the purpose of access to and from the "Served Parcel" as reserved, set forth and defined under Paragraph (a) in that certain Special Warranty Deed [conveying relocated canal strip and reserving certain easements and rights] dated October 26, 1995 and recorded November 7, 1995 as Entry No. 6208148 in Book 7265 at Page 2716 of Official Records.

PARCEL 8:

An Easement for drainage and discharge of storm waters from the "Served Parcel" and an Easement for the installation, maintenance, use and replacement of a pipe, conduit or other mechanism to convey storm waters from the "Served Parcel" as reserved, set forth and defined in Paragraphs (a) and (b) in that certain Special Warranty Deed [conveying street and wetlands property and reserving certain easements and rights] dated February 5, 1996 and recorded February 9, 1996 as Entry No. 6277216 in Book 7327 at Page 1430 of Official Records.

PARCEL 9:

An Easement for Utility Facilities as set forth and defined under Paragraph (5.3) of that certain Declaration of Restrictions and Grant of Easements dated May 17, 2001 and recorded May 18, 2001 as Entry No. 7900119 in Book 8458 at Page 7489 of Official Records.