

11969969  
12/31/2014 9:48:00 AM \$42.00  
Book - 10286 Pg - 526-541  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 16 P.

When recorded, mail to:

James H. Jones, Esq.  
**SNELL & WILMER, L.L.P.**  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101

F-86488F

### SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN T AGREEMENT

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN T AGREEMENT (this "Agreement") is entered into as of December 31, 2014 (the "Effective Date"), between BANK OF AMERICA, N.A., a national banking association, whose address is Doc Retention Center, NCI-001-05-13, One Independence Center, 101 North Tryon St., Charlotte, NC 28255-0001 ("Lender"), and LARRY H. MILLER THEATRES, INC., a Utah corporation, whose address is 9295 South State Street ("Tenant"), with reference to the following facts:

A. JORDAN COMMONS FUNDING, L.L.C., a Utah limited liability company, whose address is 9350 South 150 East, Suite 1000, Sandy, Utah 84070-2721 ("Landlord"), owns the real property located at 9350 South 150 East, Sandy, Utah 84070 (such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises"), as more particularly described in Schedule A.

B. Lender has made a loan to Landlord (the "Loan"), as provided in and subject to the terms and conditions set forth in the Loan Documents (as hereinafter defined).

C. To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated December 31, 2014, for the benefit of Lender (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") to be recorded in the Official Records of Salt Lake County, Utah (the "Official Records").

D. Pursuant to a Jordan Commons Complex Lease, dated as of the effective date of November 1, 2014 (the "Lease"); Landlord demised to Tenant a portion of Landlord's Premises ("Tenant's Premises").

E. Tenant and Lender desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

**NOW, THEREFORE**, for good and sufficient consideration and intending to be legally bound hereby, Tenant and Lender agree:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

1.1 “Civil Asset Forfeiture Reform Act” means the Civil Asset Forfeiture Reform Act of 2000 (18 U.S.C. Sections 983 et seq.), as amended from time to time, and any successor statute.

1.2 “Construction-Related Obligation(s)” means any obligation of Landlord under the Lease to make, pay for, or reimburse Tenant for any alterations, demolition, or other improvements or work at Landlord’s Premises, including Tenant’s Premises. Construction-Related Obligations shall not include: (a) reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and repairs.

1.3 “Controlled Substances Act” means the Controlled Substances Act (21 U.S.C. Sections 801 et seq.), as amended from time to time, and any successor statute.

1.4 “Foreclosure Event” means: (a) foreclosure under the Mortgage, whether by judicial action or pursuant to nonjudicial proceedings; (b) any other exercise by Lender of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or as beneficiary under the Mortgage, as a result of which any Successor Landlord becomes owner of Landlord’s Premises; or (c) delivery by Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Landlord’s interest in Landlord’s Premises in lieu of any of the foregoing.

1.5 “Former Landlord” means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.6 “Loan Documents” mean the Mortgage and any other document now or hereafter evidencing, governing, securing or otherwise executed in connection with the Loan, including any promissory note and/or loan agreement, pertaining to the repayment or use of the Loan proceeds or to any of the real or personal property, or interests therein, securing the Loan, as such documents or any of them may have been or may be from time to time hereafter renewed, extended, supplemented, increased or modified. This Agreement is a Loan Document.

1.7 “Offset Right” means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant’s payment of Rent or performance of Tenant’s other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord’s breach or default under the Lease.

1.8 “Rent” means any fixed rent, base rent or additional rent under the Lease.

1.9 “Successor Landlord” means any party that becomes owner of Landlord’s Premises as the result of a Foreclosure Event.

1.10 “Termination Right” means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

2. Subordination. The Lease, including all rights of first refusal, purchase options and other rights of purchase, shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien and security interest imposed by the Mortgage and the right to enforce such lien or security interest, and all advances made under or secured by the Loan Documents. Tenant hereby intentionally and unconditionally subordinates the Lease and all of Tenant’s right, title and interest thereunder and in and to Landlord’s Premises (including Tenant’s right, title and interest in connection with any insurance proceeds or eminent domain awards or compensation relating to Landlord’s Premises and Tenant’s right

to receive and retain any rentals or payments made under any sublease or concession agreement of or relating to any portion of Tenant's Premises), to the lien of the Mortgage and all of Lender's rights and remedies thereunder, and agrees that the Mortgage shall unconditionally be and shall at all times remain a lien on Landlord's Premises prior and superior to the Lease.

3. Nondisturbance; Recognition; and Attornment.

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease has not been terminated on account of Tenant's default that has continued beyond applicable cure periods (an "Event of Default"), Lender shall not name or join Tenant as a defendant in any judicial action or proceeding that is commenced pursuant to the exercise of Lender's rights and remedies arising upon a default by Landlord under the Mortgage unless (a) applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or in order to prosecute or otherwise fully enforce such rights and remedies; or (b) such joinder of Tenant is required for the recovery by Lender of any Rent at any time owing by Tenant under the Lease, whether pursuant to the assignment of rents set forth in the Mortgage or otherwise; or (c) such joinder is required in order to enforce any right of Lender to enter Landlord's Premises for the purpose of making any inspection or assessment, or in order to protect the value of Lender's security provided by the Mortgage. In any instance in which Lender is permitted to join Tenant as a defendant as provided above, Lender agrees not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in or pursuant to such action or proceeding, unless an Event of Default by Tenant has occurred and is continuing. The foregoing provisions of this Section shall not be construed in any manner that would prevent Lender from (i) carrying out any nonjudicial foreclosure proceeding under the Mortgage, or (ii) obtaining the appointment of a receiver for the Landlord's Premises as and when permitted under applicable law.

3.2 Nondisturbance and Attornment. If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 Use of Proceeds. Lender, in making any advances of the Loan pursuant to any of the Loan Documents, shall be under no obligation or duty to, nor has Lender represented to Tenant that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such advances, and any application or use of such proceeds for purposes other than those provided for in any Loan Document shall not defeat Tenant's agreement to subordinate the Lease in whole or in part as set forth in this Agreement.

3.4 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

3.5 Default Under Mortgage. In the event that Lender notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Lender, without offset, or as otherwise required pursuant to such notice beginning with

the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Mortgage and notwithstanding any contrary instructions of or demands from Landlord. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Lender and a release and discharge of all liability of Tenant to Landlord for any such payments made to Lender in compliance with Lender's written demand.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. (The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment, or (b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord under the Lease.)

4.2 Acts or Omissions of Former Landlord. Any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Former Landlord) or obligations accruing prior to Successor Landlord's actual ownership of the Property.

4.3 Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.4 Payment; Security Deposit. Any obligation (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant, or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Lender. This Section is not intended to apply to Landlord's obligation to make any payment that constitutes a Construction-Related Obligation.

4.5 Modification; Amendment; or Waiver. Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made without Lender's written consent.

4.6 Surrender; Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

4.7 Construction-Related Obligations. Any Construction-Related Obligation of Landlord under the Lease.

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, including insurance and condemnation proceeds, Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of Landlord's Premises by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the

relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord. In addition to any limitation of liability set forth in this Agreement, Lender and/or its successors and assigns shall under no circumstances be liable for any incidental, consequential, punitive, or exemplary damages.

6. Lender's Right to Cure.

6.1 Notice to Lender. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right, Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing.

6.3 Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Premises, provided only that Lender undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this Section, Lender's cure period shall continue for such additional time (the "Extended Cure Period") as Lender may reasonably require to either (a) obtain possession and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity, or (b) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. Confirmation of Facts. Tenant represents to Lender and to any Successor Landlord, in each case as of the Effective Date:

7.1 Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. Tenant has no interest in Landlord's Premises except pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

7.2 Rent. Tenant has not paid any Rent that is first due and payable under the Lease after the Effective Date.

7.3 No Landlord Default. To the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default.

7.4 No Tenant Default. Tenant is not in default under the Lease and has not received any uncured notice of any default by Tenant under the Lease.

7.5 No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the Lease. Tenant has no presently exercisable Termination Right(s) or Offset Right(s).

7.6 Commencement Date. The "Commencement Date" of the Lease is January 1, 2015.

7.7 Acceptance. Tenant has accepted possession of Tenant's Premises.

7.8 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein, other than sublease(s) made in compliance with the Lease.

7.9 Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

7.10 No Violations of Laws. Tenant has not violated, and shall not violate, any laws affecting Tenant's Premises, including the Controlled Substances Act, or which could otherwise result in the commencement of a judicial or nonjudicial forfeiture or seizure proceeding by a governmental authority (including the commencement of any proceedings under the Civil Asset Forfeiture Reform Act) on the grounds that Tenant's Premises or any part thereof has been used to commit or facilitate the commission of a criminal offense by any person, including Tenant, pursuant to any law, including the Controlled Substances Act, regardless of whether or not Tenant's Premises is or shall become subject to forfeiture or seizure in connection therewith.

8. Miscellaneous.

8.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this Section. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

8.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

8.3 Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

8.4 Interaction with Lease and with Mortgage; Severability. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the beneficiary of, the Mortgage. Lender confirms that Lender has consented to Landlord's entering into the Lease. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included.

8.5 Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

8.6 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of Utah, excluding its principles of conflict of laws.

8.7 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

8.8 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8.9 Lender's Representation. Lender represents that Lender has full authority to enter into this Agreement, and Lender's entry into this Agreement has been duly authorized by all necessary actions.

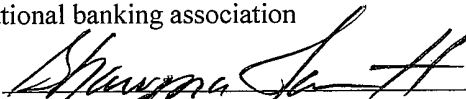
8.10 Reliance by Lender. Tenant acknowledges the right of Lender (as well as any Successor Landlord) to rely upon the certifications and agreements in this Agreement in making the Loan to Landlord.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed [and delivered under seal] by Lender and Tenant as of the Effective Date.

LENDER:

**BANK OF AMERICA, N.A.,**  
a national banking association

By:   
Name: Shawynia Jarrett  
Title: Senior Vice President

TENANT:

**LARRY H. MILLER THEATRES, INC.,**  
a Utah corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[ACKNOWLEDGMENTS TO FOLLOW]



IN WITNESS WHEREOF, this Agreement has been duly executed [and delivered under seal] by Lender and Tenant as of the Effective Date.

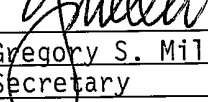
LENDER:

**BANK OF AMERICA, N.A.,**  
a national banking association

By: \_\_\_\_\_  
Name: Shawyna Jarrett  
Title: Senior Vice President

TENANT:

**LARRY H. MILLER THEATRES, INC.,**  
a Utah corporation

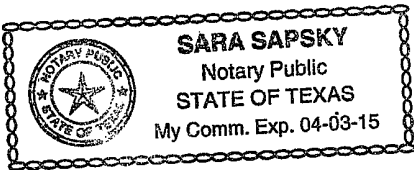
By:  \_\_\_\_\_  
Name: Gregory S. Miller  
Title: Secretary

[ACKNOWLEDGMENTS TO FOLLOW]

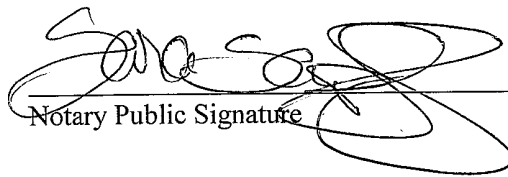
State of TEXAS }

County of HARRIS }

This instrument was acknowledged before me on DEC 18<sup>TH</sup>, 2014 by Shawyna Jarrett, a Senior Vice President of **BANK OF AMERICA, N.A.**, a national banking association, on behalf of said association.



Notary Public Seal

  
Notary Public Signature

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2014 by \_\_\_\_\_, a \_\_\_\_\_ of **LARRY H. MILLER THEATRES, INC.**, a Utah corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public Signature

Notary Public Seal

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2014 by Shawyna Jarrett, a Senior Vice President of **BANK OF AMERICA, N.A.**, a national banking association, on behalf of said association.

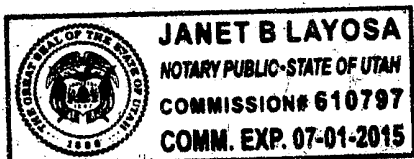
\_\_\_\_\_  
Notary Public Signature

Notary Public Seal

State of UTAH }

County of SALT LAKE }

This instrument was acknowledged before me on December 30, 2014 by Gregory S. Miller, a Secretary of **LARRY H. MILLER THEATRES, INC.**, a Utah corporation, on behalf of said corporation.



Notary Public Seal

*Janet B. Layosa*  
\_\_\_\_\_  
Notary Public Signature

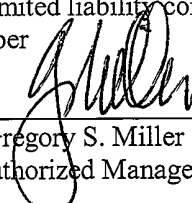
LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Lender under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Lender upon receipt of a notice as set forth in Section 3.5 above from Lender and Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage. Landlord is not a party to the above Agreement.

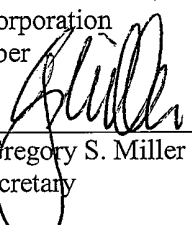
LANDLORD:

**JORDAN COMMONS FUNDING, L.L.C.**,  
a Utah limited liability company

By: Jordan Commons, L.L.C.,  
a Utah limited liability company  
its Member

By:   
Name: Gregory S. Miller  
Title: Authorized Manager

By: Jordan Commons SPE, Inc.  
a Utah corporation  
its Member

By:   
Name: Gregory S. Miller  
Title: Secretary


Dated: December 31, 2014

[ACKNOWLEDGMENTS TO FOLLOW]

State of UTAH }

County of SALT LAKE }

This instrument was acknowledged before me on December 30, 2014 by GREGORY S. MILLER, an Authorized Manager of JORDAN COMMONS, L.L.C., a Utah limited liability company, a member of JORDAN COMMONS FUNDING, L.L.C., a Utah limited liability company, on behalf of said company.

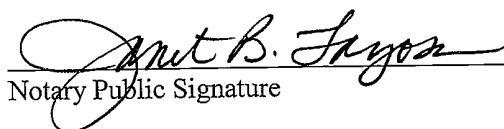
  
Notary Public Signature

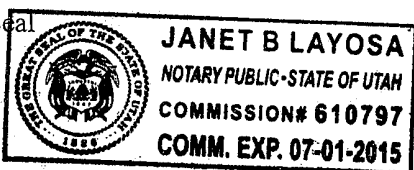
Notary  **JANET B LAYOSA**  
NOTARY PUBLIC-STATE OF UTAH  
COMMISSION# 610797  
COMM. EXP. 07-01-2015

State of UTAH }

County of SALT LAKE }

This instrument was acknowledged before me on December 30, 2014 by GREGORY S. MILLER, the Secretary of JORDAN COMMONS SPE, INC., a Utah corporation, a member of JORDAN COMMONS FUNDING, L.L.C., a Utah limited liability company, on behalf of said company.

  
Notary Public Signature

Notary Public Seal  **JANET B LAYOSA**  
NOTARY PUBLIC-STATE OF UTAH  
COMMISSION# 610797  
COMM. EXP. 07-01-2015

SCHEDULE A

Description of Landlord's Premises

**LEGAL DESCRIPTION  
EXHIBIT "A"**

Beginning at a point on the Easterly right of way of State Street (US Highway 89), said point being 53.00 feet perpendicularly distant from the centerline of said State Street, said point also lies North 90.89 feet and East 143.82 feet from the Southwest corner of Section 6, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 00°02'40" East 747.79 feet along said Easterly line to a point on a 26.50 foot radius tangent curve to the right, (radius bears South 89°57'20" East); thence along the arc of said curve 41.52 feet through a central angle of 89°47'17" to the Southerly line of 9270 South Street; thence along said Southerly line the following (4) courses; North 89°49'34" East 116.13 feet to a point on a 300.00 foot radius tangent curve to the left, (radius bears North 00°10'26" West), and along the arc of said curve 19.90 feet through a central angle of 03°48'00", and North 86°01'34" East 201.46 feet, and North 89°49'34" East 758.50 feet to a point on a 22.00 foot radius tangent curve to the right, (radius bears South 00°10'26" East); thence along the arc of said curve 35.90 feet through a central angle of 93°29'19" to the Westerly line of 150 East Street; thence South 03°18'53" West 766.60 feet along said Westerly line; thence South 45°25'00" West 29.02 feet to the North line of 9400 South Street; thence along said North line the following (2) courses: South 89°57'00" West 532.52 feet, and North 89°58'00" West 526.51 feet to a point on a 17.50 foot radius tangent curve to the right, (radius bears North 00°02'00" East); thence along the arc of said curve 27.49 feet through a central angle of 90°00'40"; thence North 89°57'20" West 3.00 feet to the point of beginning.

LESS AND EXCEPTING that portion conveyed to the Utah Department of Transportation by that certain Warranty Deed recorded August 10, 2006 as Entry No. 9806862 in Book 9333 at Pages 7242-7243 of Official Records, being 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 6, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the easterly right of way line of said existing highway State Route 89 at a point 90.90 feet (90.89 feet by record) North and 143.78 feet (143.82 feet by record) East from the Southwest Corner of said Section 6, which point is approximately 53.00 feet perpendicularly distant easterly from the control line of said highway opposite engineer station 163+61.40, and running thence N. 00°02'40" E. 29.01 feet along said easterly right of way line parallel with and 53.00 feet perpendicularly distant easterly from said control line; thence S. 44°46'24" E. 65.57 feet to the northerly right of way line of 9400 South Street at a point 99.21 feet perpendicularly distant easterly from said control line; thence N. 89°58'00" W. 25.73 feet along said northerly right of way line to the beginning of a 17.50-foot radius tangent curve to the right at a point 73.48 feet perpendicularly distant easterly from said control line; thence northwesterly 27.49 feet along the arc of said curve through a delta of 90°00'40" (Note: Chord to said curve bears N. 44°57'40" W. for a distance of 24.75 feet) to a point of non-tangency, which point is 55.98 feet perpendicularly distant easterly from said control line; thence N. 89°57'20" W. 3.00 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.

ALSO LESS AND EXCEPTING that portion conveyed to Sandy City, a municipal corporation by that certain Warranty Deed recorded August 10, 2006 as Entry No. 9806865 in Book 9333 at Pages 7248-7249 of Official Records, being 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 6, T.3S., R.1E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning in the easterly right of way line of said existing highway State Route 89 at a point 843.64 feet North and 144.83 feet East from the Southwest Corner of said Section 6, which point is approximately 53.47 feet perpendicularly distant easterly from the control line of said highway opposite engineer station 171+14.14, said point is also a point of cusp of a 26.50-foot radius non-tangent curve to the right (Note: Radius bears S. 79°10'47" E.), and running thence Northeasterly 6.21 feet along the arc of said curve through a delta of 13°25'05" (Note: Chord to said curve bears N. 17°31'46" E. for a distance of 6.19 feet) to a point of cusp, which point is 55.33 feet perpendicularly distant easterly from said control line; thence S. 14°57'50" E.

4.82 feet to a point 56.57 feet perpendicularly distant easterly from said control line; thence S. 68°04'15" W.  
3.35 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.

*The following is shown for informational purposes only: Tax Parcel No. 28-06-353-003*