Book - 10602 Pa - 4419-4420
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
MATIONAL TITLE AGCY OF UT INC
6770 S 900 E #101
MIDVALE UT 84047
BY: SMP, DEPUTY - WI 2 P.

RECORDED AS REQUESTED
- CO RECORDER -

09/26/2017 02:35 PM \$12-00

12623951

WHEN REGORDED RETURN TO:

SNELL & WILMER L.L.P.
Attn: Leeza Evensen
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

CONSENT & SUBORDINATION TO
EASEMENTS AND THIRD AMENDMENT TO
GRANT OF RECIPROCAL EASEMENTS,
DECLARATION OF COVENANTS RUNNING WITH THE LAND AND
DEVELOPMENT AGREEMENT

BY DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR THE CITIGROUP COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-FL2

DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE for the Citigroup Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2014-FL2 (as successor-in-interest to, and assignee of, Cantor Commercial Real Estate Lending, L.P., as the original lender) is the owner and holder of the indebtedness secured by, and the beneficiary under that certain deed of trust encumbering that portion of the Mall Property owned by ST Mall Owner, LLC, a Delaware limited liability company ("ST Mall Owner"), and recorded on November 3, 2014, in the official records of Salt Lake County, Utah as Instrument No. I 1939954, and that assignment of leases and rents recorded on November 3, 20 I 4, in the official records of Salt Lake County, Utah as Instrument No. I 1939955 (collectively, the "Security Instrument"), hereby consents to the execution and recording of (i) those certain three (3) Temporary Easements and one (1) Perpetual Easement granted by ST Mall Owner to the Utah Department of Transportation (collectively, the "Easements"), which are to be recorded prior to the recording of this consent, and (ii) that certain Third Amendment of Grant of Reciprocal Easements, Declaration of Covenants Running with the Land and Development Agreement ("Third Amendment"), which is to be recorded contemporaneously herewith; and further agrees to subordinate the Security Instrument and all right, title and interest of the present and all future holders of the indebtedness secured thereby to the Third Amendment and the Easements, and acknowledges that the rights and obligations set forth in the Third Amendment and the Easements are superior to the Security Instrument, so that in the event of foreclosure of the Security Instrument, such foreclosure shall not disturb such Third Amendment or Easements.

Notwithstanding the foregoing, however, in no event shall the consent or subordination set forth herein be deemed to consent to or to subordinate any lien, security interests, or security title to any portion of the property described in the Security Instrument to (i) any lien rights or monetary obligations that could give rise to a lien arising under such Third Amendment or Easements or (ii) any other document, agreement, encumbrance, or other instrument of any kind or nature whatsoever (whether or not referenced in such Third Amendment or Easements), notwithstanding, without limitation, that any such other document, agreement, encumbrance, or other instrument may have been entered into or recorded prior to the date of such Third Amendment or Easements.

[Signature page follows]

EXECUTED as of the 14th day of September, 2017.

DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE for the Citigroup Commercial Mortgage Securities Inc.,
Commercial Mortgage Pass-Through Certificates, Series 2014-FL2

By: KeyBank National Association, a national banking association, solely in its capacity as Master Servicer under the applicable Pooling and Servicing Agreement dated as of November 7, 2014

By: Berkeley Point Capital LLC, a Delaware limited liability company, solely in its capacity as Primary Servicer under that certain Primary Servicing Agreement effective as of December 8, 2014, as amended from time to time

Name: Phillip G. Shearer Its: Vice President

State of <u>levas</u>) :ss.
County of <u>Dallas</u>)

On the Hand day of September A.D. 2017, personally appeared before me Phillip G. Shearer, who being by me duly sworn, did say that he is the Vice President of Berkeley Point Capital LLC, and that said company, in its capacity as Primary Servicer for KeyBank National Association, in its capacity as Master Servicer for DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE for Citigroup Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2014-FL2, and that in such capacity he executed the foregoing instrument by appropriate authority and acknowledged to me that said corporation executed the same.

RANDAL S HERING
My Commission Expires
March 19, 2018

Kandel Storing Notary Public