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3/1/2018 9:46:00 AM \$36.00
Book - 10651 Pg - 6152-6163
ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 12 P.

RECORDING REQUESTED
BY AND WHEN
RECORDED RETURN TO:

Virginia M. Pedreira, Esq.
Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101

Parcels 27-20-379-001 thru 251
and 27-20-351-028

ASSIGNMENT OF LEASES

DEFINED TERMS

FIRST AMERICAN TITLE
#NCS 883675

Execution Date: March <u>1</u> , 2018
Loan: A first mortgage loan in an amount of \$45,300,000.00 from Assignee to Assignor.
Assignor & Address: San Tropez Holdings, LLC, a Utah limited liability company 595 South Riverwoods Parkway, Suite 400 Logan, Utah 84321
Assignee & Address: Metropolitan Life Insurance Company, a New York corporation One MetLife Way Whippany, New Jersey 07981-1149 Attention: Senior Vice President Real Estate Investors Re: San Tropez Apartments and Metropolitan Life Insurance Company 425 Market Street, Suite 1050 San Francisco, California 94105 Attn: Vice President
Note: A Promissory Note dated as of the Execution Date executed by Assignor in favor of Assignee in the amount of the Loan, as modified or amended from time to time.

Assignment of Leases
San Tropez Apartments, South Jordan, UT
95913875.2 0063285- 00052

Security Instrument: A Deed of Trust, Security Agreement and Fixture Filing dated as of the Execution Date, executed by Assignor for the benefit of Assignee securing repayment of the Note, as modified or amended from time to time. The Security Instrument will be recorded in the records of the County in which the Property is located.

Loan Agreement: A Loan Agreement dated as of the Execution Date by and between Assignor and Assignee, as modified or amended from time to time.

THIS ASSIGNMENT OF LEASES (this “**Agreement**”) is entered into by Assignor as of the Execution Date in favor of Assignee and affects the Property as hereinafter described. Certain terms used in this Agreement are defined in the Defined Terms above. Capitalized terms used and not otherwise defined herein shall have the definitions set forth in the Loan Agreement.

RECITALS

A. Pursuant to the Loan Agreement, Assignee has loaned or will loan to Assignor the Loan which is evidenced by the Note and includes all extensions, renewals, modifications and amendments. The payment of the Note is secured by the Security Instrument which encumbers Assignor’s interest in the real property described in Exhibit A attached to this Agreement (the “**Land**”) and Assignor’s interest in the improvements and personal property and equipment situated on the Land (the “**Improvements**”) (collectively, the “**Property**”); and

B. In accordance with the terms set forth herein, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to all leases and all other agreements for possession of all or any portion of the Property, including all of the same now or hereafter existing, and all extensions, modifications, amendments, expansions and renewals of any of the same and all guaranties of any obligations under any of the foregoing, including all modifications and amendments to such guaranties. The documents described in this Recital B are collectively referred to as the “**Leases**”.

In consideration of the Recitals and for good and valuable consideration, Assignor agrees with Assignee and its successors and assigns as follows:

Section 1. **Payment of Note.** Assignor desires to secure (a) the timely payment of the principal of and interest on the Note and all other indebtedness secured by the Security Instrument; and (b) the full compliance with the terms, conditions, covenants and agreements contained in the Note, the Loan Agreement, the Security Instrument and the other documents executed by Assignor in connection with the Loan.

Section 2. **Present and Absolute Assignment of Leases, Rents and Profits.** Assignor absolutely, presently and unconditionally grants, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Leases. This grant includes without limitation all of the following (the “**Income**”): (a) all rent payable under the Leases; (b) all tenant security deposits held by Assignor pursuant to the Leases; (c) all additional rent payable under the Leases; (d) all proceeds of insurance payable to Assignor under the Leases and all awards and payments on account of any taking or condemnation; (e) all claims, damages and other amounts payable to Assignor in the event of a default under or termination of any of the Leases, including without limitation all of Assignor’s claims to the payment of damages arising from any rejection by a tenant of any Lease under the Bankruptcy Code as amended from time to time, and (f) all other items included in the definition of Rents and Profits under the Loan Agreement.

Section 3. **Specific Covenants of Assignor.** Assignor covenants and agrees:

(a) No action by Assignee shall release Assignor from its obligations under this Agreement. Assignor irrevocably appoints Assignee its true and lawful attorney to exercise its rights under this Agreement, which appointment is coupled with an interest.

(b) If a petition under the Bankruptcy Code shall be filed by or against Assignor and Assignor, as landlord, shall determine to reject any Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignee shall have the right, but not the obligation, to demand that Assignor assume and assign the Lease to Assignee and that Assignor shall provide adequate assurance of future performance under the Lease, in which case Assignor shall comply with such demands.

(c) Assignee's rights under this Agreement may be exercised either independently of or concurrently with any other right in this Agreement, the Loan Agreement, the Security Instrument or in any other document securing the Note. No action taken by Assignee under this Agreement shall cure or waive any default nor affect any notice under the Loan Agreement or the Security Instrument.

Section 4. **Confirmation of Assignment.** Assignor covenants and agrees, upon demand, to confirm in writing the assignment to Assignee of all present and future Leases upon the terms set forth in this Agreement. Notwithstanding the preceding sentence, the terms and provisions of this Agreement shall apply automatically to any Leases entered into after the Execution Date.

Section 5. **Representations and Warranties.** Assignor makes the following representations and warranties to Assignee: (a) Assignor has not executed any currently effective prior assignment of its right, title and interest in the Leases or the Income, and (b) Assignor has not done any act which might prevent Assignee from exercising its rights under this Agreement.

Section 6. **License to Collect Monies Until Event of Default.** So long as no Event of Default (as defined in the Loan Agreement) exists, Assignor shall have a license to receive and use all Income, subject to compliance with the Loan Documents. This license shall be terminable at the sole option of Assignee, without regard to the adequacy of its security under this Agreement or under the Security Instrument and without notice to Assignor, if there is an Event of Default. Notwithstanding the foregoing, this license does not include the right to receive or use Insurance Proceeds or any Condemnation Proceeds, each as defined in and governed by the Loan Agreement.

Section 7. **Entry by Assignee and Receiver.** Assignee is authorized either in person or by agent, with or without bringing any action or proceeding or having a receiver appointed by

a court, (a) to enter upon, take possession of, manage and operate the Property and collect the Income, and (b) to make, enforce, modify, and accept the surrender of the Leases. Assignee is authorized to take these actions either with or without taking possession of the Property. In connection with this entry, Assignor authorizes Assignee to perform all acts necessary for the operation and maintenance of the Property. Assignee may sue for or otherwise collect all Income, including those past due and unpaid, and apply the Income, less costs and expenses of operation and collection, including reasonable attorneys' fees, to the indebtedness secured by the Security Instrument in such order as Assignee may determine. Assignee's exercise of its rights under this Section shall not be deemed to cure or waive any default or Event of Default.

Section 8. **Indemnification.** Assignor shall indemnify Assignee against and hold it harmless from any and all liability, claims, loss or damage which it may incur under the Leases or under this Agreement.

Section 9. **Mortgage in Possession.** To the fullest extent permitted by law, neither the assignment of Leases and Income to Assignee nor the exercise by Assignee of any of its rights or remedies under this Agreement, including without limitation, the entering into possession or the appointment of a receiver shall be deemed to make Assignee a "mortgagee-in-possession" or otherwise liable with respect to the Property. Although Assignee has the right to do so, it shall not be obligated to perform any obligation under the Leases by reason of this Agreement. To the fullest extent permitted by law, neither this Agreement nor any action or inaction on the part of Assignee shall constitute an assumption on the part of Assignee of any obligation or liability under any of the Leases.

Section 10. **Reconveyance and Termination.** Upon the payment in full of the Loan, as evidenced by the recording of a satisfaction or reconveyance of the Security Instrument, this Agreement shall be void and of no effect. If requested by Assignor, Assignee shall execute a termination or other customary document confirming the foregoing.

Section 11. **Tenants Entitled to Rely on Assignee's Requests.** Assignor irrevocably authorizes and directs the tenants and their successors, upon receipt of any written request of Assignee stating that an Event of Default exists, to pay to Assignee the Income due and to become due under the Leases. Assignor agrees that the tenants shall have the right to rely upon any such statement without any obligation to inquire as to whether any Event of Default actually exists and regardless of any claim of Assignor to the contrary. Assignor agrees that it shall have no claim against the tenants for any Income paid by the tenants to Assignee.

Section 12. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of and be enforceable by Assignee, its successors and assigns. If more than one person, corporation, partnership or other entity shall execute this Agreement, then the obligations of the parties executing the Agreement shall be joint and several.

Section 13. **Notices.** All notices pursuant to this Agreement shall be given in accordance with the Notice provision of the Loan Agreement, which is incorporated into this Agreement by this reference.

Section 14. **Governing Law.** This Agreement shall be governed and construed by the laws of the State in which the Property is located.

Section 15. **Miscellaneous.** This Agreement may be modified, amended, waived, or terminated only by an instrument in writing signed by the party against which enforcement of such modification, amendment, waiver, or termination is sought. No failure or delay in exercising any of these rights shall constitute a waiver of any default or Event of Default. Assignor, at its expense, will execute all documents and take all action that Assignee from time to time may reasonably request to preserve and protect the rights provided under this Agreement. The headings in this Agreement are for convenience of reference only and shall not expand, limit or otherwise affect the meanings of the provisions. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one document.

Section 16. **Liability of Assignor.** The obligations of Assignor under this Agreement are subject to the limitations on recourse set forth in Section 12.20 of the Loan Agreement.

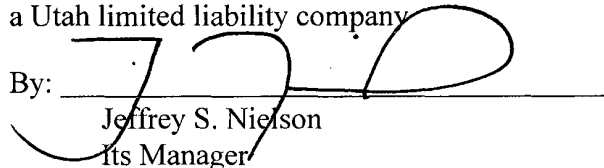
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IN WITNESS WHEREOF, this ASSIGNMENT OF LEASES has been executed by Assignor as of the Execution Date.

ASSIGNOR:

SAN TROPEZ HOLDINGS, LLC,
a Utah limited liability company

By: _____

A handwritten signature in black ink, appearing to read "J. Nielson", is written over a horizontal line. The signature is stylized with large loops.

Jeffrey S. Nielson
Its Manager

ACKNOWLEDGMENT

STATE OF UTAH)
)ss.
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me FEB. 21ST, 2018, by
JEFFREY S. NIELSON, as
MANAGER of San Tropez Holdings, LLC, a Utah limited
liability company.



Notary Public for Utah
Residing at: LOGAN, UT
My commission expires: 3/29/2020



EXHIBIT A

DESCRIPTION OF LAND

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

PARCEL 1:

ALL OF SAN TROPEZ AT THE SOUTH DISTRICT, A UTAH CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED ON MARCH 17, 2009 IN SALT LAKE COUNTY, AS ENTRY NO. 10649149 IN BOOK 2009P, AT PAGE 39 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED MARCH 17, 2009 IN SALT LAKE COUNTY, AS ENTRY NO. 10649150 IN BOOK 9698 AT PAGE 3570 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED.)

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

PARCEL-2:

THE NON-EXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, APPURTENANT TO PARCEL 1 DESCRIBED ABOVE, AS DEFINED, DESCRIBED AND CREATED PURSUANT TO THAT CERTAIN PRIVATE ROAD EASEMENT RECORDED DECEMBER 20, 2010 AS ENTRY NO. 11100535, IN BOOK 9890, AT PAGE 6450 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, OVER AND ACROSS THE FOLLOWING DESCRIBED EASEMENT TRACT 2A AND EASEMENT TRACT 2B:

EASEMENT TRACT 2A:

BEGINNING AT A POINT NORTH 00°00'42" EAST 621.52 FEET ALONG THE SECTION LINE AND WEST 565.01 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTHWESTERLY 47.12 FEET ALONG THE ARC OF A 30.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 45°00'42" WEST 42.43 FEET; THENCE SOUTH 00°00'42" WEST 2.07 FEET; THENCE SOUTHEASTERLY 80.59 FEET ALONG THE ARC OF A 81.50 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 28°19'03" EAST 77.35 FEET; THENCE SOUTH 56°38'49" EAST 79.10 FEET; THENCE SOUTHEASTERLY 216.61 FEET ALONG THE ARC OF A 218.50 FEET RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 28°14'49" EAST 207.85 FEET; THENCE SOUTH 00°09'12" WEST 230.22 FEET; THENCE SOUTHERLY 8.26 FEET ALONG THE ARC OF A 19.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 12°17'50" EAST 8.19 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 11800 SOUTH STREET; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°50'48" WEST 44.11 FEET; THENCE NORTHERLY 9.35 FEET ALONG THE ARC OF A 12.50 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 21°34'31" EAST 9.13 FEET; THENCE NORTH 00°09'12" EAST 229.72 FEET; THENCE NORTHWESTERLY 177.95 FEET ALONG THE ARC OF A 179.50 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 28°14'48" WEST 170.75 FEET; THENCE NORTH 56°38'49" WEST

79.10 FEET; THENCE NORTHWESTERLY 119.16 FEET ALONG THE ARC OF A 120.50 FEET RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 28°19'03" WEST 114.36 FEET; THENCE NORTH 00°00'42" EAST 2.07 FEET; THENCE NORTHWESTERLY 35.70 FEET ALONG THE ARC OF A 24.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 42°34'55" WEST 32.50 FEET; THENCE NORTH 00°00'42" EAST 11.08 FEET TO THE SOUTHERLY BOUNDARY LINE OF LOT 14, THE DISTRICT COMMERCIAL SUBDIVISION PLAT, AS RECORDED IN BOOK 2007P AT PAGE 312 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE, ALONG THE SAID SOUTHERLY BOUNDARY LINE OF LOT 14 AND THE SOUTHERLY BOUNDARY LINE OF LOT 17 OF SAID THE DISTRICT COMMERCIAL SUBDIVISION PLAT, SOUTH 89°59'18" EAST 91.00 FEET; THENCE SOUTH 00°00'42" WEST 5.00 FEET TO THE POINT OF BEGINNING.

EASEMENT TRACT 2B:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF LOT 14, THE DISTRICT COMMERCIAL SUBDIVISION PLAT, AS RECORDED IN BOOK 2007P AT PAGE 312 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT BEING ALSO NORTH 00°00'42" EAST 626.95 FEET ALONG THE SECTION LINE AND WEST 1259.54 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°00'42" WEST 8.29 FEET; THENCE SOUTHWESTERLY 31.41 FEET ALONG THE ARC OF A 22.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 49°06'25" WEST 28.81 FEET; THENCE SOUTHWESTERLY 189.67 FEET ALONG THE ARC OF A 228.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 32°02'04" WEST 184.25 FEET; THENCE SOUTH 55°52'00" WEST 117.50 FEET; THENCE SOUTHWESTERLY 216.46 FEET ALONG THE ARC OF A 222.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 27°56'00" WEST 207.99 FEET; THENCE SOUTH 125.73 FEET; THENCE SOUTHERLY 9.32 FEET ALONG THE ARC OF A 12.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 21°21'13" EAST 9.10 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 11800 SOUTH STREET; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°50'48" WEST 53.29 FEET; THENCE NORTHERLY 8.85 FEET ALONG THE ARC OF A 19.50 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 12°59'53" EAST 8.77 FEET; THENCE NORTH 125.52 FEET; THENCE NORTHEASTERLY 263.27 FEET ALONG THE ARC OF A 270.00 FEET RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 27°56'00" EAST 252.96 FEET; THENCE NORTH 55°52'00" EAST 117.50 FEET; THENCE NORTHEASTERLY 166.37 FEET ALONG THE ARC OF A 180.00 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 29°23'15" EAST 160.51 FEET; THENCE NORTHWESTERLY 15.40 FEET ALONG THE ARC OF A 9.50 FEET RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 43°32'24" WEST 13.77 FEET; THENCE NORTH 00°00'42" EAST 0.50 FEET TO THE SAID SOUTHERLY BOUNDARY LINE OF LOT 14, THE DISTRICT COMMERCIAL SUBDIVISION PLAT; THENCE, ALONG SAID SOUTHERLY BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES: (1) SOUTH 89°59'18" EAST 0.28 FEET, (2) SOUTH 84°59'59" EAST 77.18 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PORTIONS OF LOTS 1 AND 2 OF THE SOUTH DISTRICT SUBDIVISION AS RECORDED IN BOOK 2009P AT PAGE 2 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 11800 SOUTH STREET, SAID POINT BEING ALSO ON THE SOUTH BOUNDARY LINE OF SAID THE SOUTH DISTRICT SUBDIVISION, SAID POINT BEING ALSO NORTH 89°50'48" WEST 1623.61 FEET, ALONG THE SECTION LINE, AND NORTH 55.50 FEET FROM THE SOUTH QUARTER CORNER OF SAID

SECTION 20; AND RUNNING THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE AND SOUTH BOUNDARY LINE, NORTH 89°50'48" WEST 310.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BANGERTER HIGHWAY AND THE SOUTHWEST BOUNDARY CORNER OF SAID THE SOUTH DISTRICT SUBDIVISION; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE WESTERLY BOUNDARY LINE OF SAID THE SOUTH DISTRICT SUBDIVISION, NORTH 02°00'49" WEST 573.47 FEET TO THE NORTHWEST BOUNDARY CORNER OF SAID THE SOUTH DISTRICT SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID THE SOUTH DISTRICT SUBDIVISION, SOUTH 89°59'18" EAST 599.79 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF DISTRICT DRIVE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING SIX (6) COURSES: (1) SOUTHEASTERLY 46.69 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 35°17'24" EAST 41.97 FEET, (2) SOUTHWESTERLY 142.41 FEET ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 33°12'04" WEST 138.73 FEET, (3) SOUTH 55°52'00" WEST 117.50 FEET, (4) SOUTHWESTERLY 263.27 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 27°56'00" WEST 252.96 FEET, (5) SOUTH 125.52 FEET, (6) SOUTHWESTERLY 8.85 FEET ALONG THE ARC OF A 19.50 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 12°59'53" WEST 8.77 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THE NON-EXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS, AND FOR THE INSTALLATION, OPERATION, MAINTENANCE, SERVICE, REPAIR, IMPROVEMENT AND REPLACEMENT OF UTILITIES, APPURTENANT TO PARCEL 1 DESCRIBED ABOVE, AS DEFINED, DESCRIBED AND CREATED PURSUANT TO THAT CERTAIN DECLARATION OF ACCESS AND UTILITY EASEMENTS RECORDED DECEMBER 30, 2010 AS ENTRY NO. 11107309 IN BOOK 9893 AT PAGE 6507 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, OVER AND ACROSS THE FOLLOWING DESCRIBED EASEMENT AREA:

"PRIVATE ROAD WEST"

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF LOT 14, THE DISTRICT COMMERCIAL SUBDIVISION PLAT, AS RECORDED IN BOOK 2007P AT PAGE 312 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT BEING ALSO NORTH 00°00'42" EAST 626.95 FEET ALONG THE SECTION LINE AND WEST 1259.54 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00°00'42" WEST 8.29 FEET; THENCE SOUTHWESTERLY 31.41 FEET ALONG THE ARC OF A 22.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 49°06'25" WEST 28.81 FEET; THENCE SOUTHWESTERLY 189.67 FEET ALONG THE ARC OF A 228.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 32°02'04" WEST 184.25 FEET; THENCE SOUTH 55°52'00" WEST 117.50 FEET; THENCE SOUTHWESTERLY 216.46 FEET ALONG THE ARC OF A 222.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 27°56'00" WEST 207.99 FEET; THENCE SOUTH 125.73 FEET; THENCE SOUTHERLY 9.32 FEET ALONG THE ARC OF A 12.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS SOUTH 21°21'13" EAST 9.10 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 11800 SOUTH STREET; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°50'48" WEST 53.29 FEET; THENCE NORTHERLY 8.85 FEET ALONG THE ARC OF A 19.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 12°59'53" EAST 8.77 FEET; THENCE NORTH 125.52 FEET; THENCE NORTHEASTERLY 263.27 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS NORTH 27°56'00" EAST 252.96 FEET; THENCE NORTH 55°52'00" EAST 117.50 FEET; THENCE NORTHEASTERLY 166.37 FEET ALONG THE ARC OF A 180.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH

29°23'15" EAST 160.51 FEET; THENCE NORTHWESTERLY 15.40 FEET ALONG THE ARC OF A 9.50 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 43°32'24" WEST 13.77 FEET; THENCE NORTH 00°00'42" EAST 0.50 FEET TO THE SAID SOUTHERLY BOUNDARY LINE OF LOT 14, THE DISTRICT COMMERCIAL SUBDIVISION PLAT; THENCE, ALONG SAID SOUTHERLY BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES: (1) SOUTH 89°59'18" EAST 0.28 FEET, (2) SOUTH 84°59'59" EAST 77.18 FEET TO THE POINT OF BEGINNING.