

27-24-402-004

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Comerica Bank

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6/28/2018 3:07:00 PM \$23.00

Book - 10688 Pg - 7872-7877

ADAM GARDINER

Recorder, Salt Lake County, UT

MOUNTAIN VIEW TITLE & ESCROW

BY: eCASH, DEPUTY - EF 6 P.

## ENVIRONMENTAL INDEMNITY

THIS ENVIRONMENTAL INDEMNITY ("Indemnity") is entered into as of June 19, 2018 by **KARL MALONE HEBER INC.**, a Utah corporation, **KARL MALONE UCO INC**, a Utah corporation, **M & M OUTDOORS LLC**, a Utah limited liability company, and **M & M AUTOMOTIVE, INC.**, a Utah corporation (collectively, "Indemnitor"), to and for the benefit of **COMERICA BANK** ("Bank"), and its successors, assigns and participants, and the respective directors, officers, agents, attorneys, and employees of each of the foregoing (collectively, "Indemnified Parties").

### WITNESSETH:

A. Bank has agreed to make a loan to **KMAM REAL ESTATE LLC**, a Utah limited liability company ("Borrower") in the original principal amount of \$22,200,000 (the "Loan"). The Loan is evidenced by that certain promissory note of even date herewith, executed by Borrower, as maker and payable to Bank, as holder (the "Note"). The repayment of the Note is secured by, inter alia, a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing all of even date herewith ("Deed of Trust"). The Deed of Trust is executed by Borrower, as trustor, in favor of Cottonwood Title Insurance Agency, Inc., as trustee, and names Bank as beneficiary. The Deed of Trust encumbers that certain real property described in Exhibit A attached hereto (the "Property"). The Property and the improvements constructed thereon are referred to herein as the "Project." The Note, the Deed of Trust and any other document or agreement which now or hereafter evidences and/or secures the Loan are collectively referred to herein as the "Loan Documents."

B. As a result of the exercise of Bank's rights and remedies in connection with the Loan transaction, Bank may hereafter become the owner of the Project pursuant to a foreclosure sale or deed in lieu thereof or may otherwise incur or suffer certain liabilities, costs, and expenses in connection with the Project relating to Hazardous Substances (defined in Section 1 below) which were located on the Property prior to the reconveyance of the Project to Borrower or a foreclosure sale or deed in lieu thereof. Bank has therefore made it a condition of making the Loan that this Indemnity be executed and delivered by Indemnitor in order to protect Bank from any such liabilities, costs and expenses and all other Environmental Losses (defined in Section 1 below).

C. The obligations hereunder are unsecured obligations of Indemnitor and are not secured obligations under the Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing and of Bank making the Loan, and other valuable consideration, the receipt of which is hereby acknowledged, Indemnitor hereby agrees as follows:

1. As used in this Indemnity, the following terms shall have the following meanings:

(a) "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.), as heretofore or hereafter amended from time to time.

(b) "Environmental Laws" means any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), permits, and other requirements of governmental authorities relating to the environment or to any Hazardous Substance or Hazardous Substance Activity (including, without limitation, CERCLA and the applicable provisions of the *Utah Code*, Title 19).

(c) "Environmental Losses" means Losses suffered or incurred by an Indemnified Party arising out of or as a result of: (i) the occurrence of any Hazardous Substance Activity; (ii) any violation, of any applicable Environmental Laws relating to the Property or the Project or to the ownership, use, occupancy or operation thereof; (iii) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency in connection with any Hazardous Substance Activity or (iv) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against an Indemnified Party which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (i), (ii), or (iii), or any allegation of any such matters.

(d) "Hazardous Substance" or "Hazardous Substances" means (i) any chemical compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste" "infectious waste," "toxic substance" "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties, such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity"; (ii) asbestos; and (iii) any petroleum, natural gas, natural gas liquids, liquified natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

(e) "Hazardous Substance Activity" means any actual, proposed or threatened use, storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, under, into or on the Property or the Project or surrounding property.

(f) "Losses" means any and all losses, diminution in the value of Bank's security, liabilities, damages, demands, claims, actions, judgments, causes of action, assessments, fines, penalties, costs and expenses (including, without limitation, clean-up costs, the reasonable fees and disbursements of outside legal counsel, engineering consultants and accountants and the reasonable charges of in-house legal counsel and accountants), and all foreseeable and unforeseeable consequential damages. Losses also include costs incurred by Bank in connection with (i) determining whether the Project is in compliance with all applicable Environmental Laws, (ii) taking any precautions to protect against any Environmental Losses, (iii) any removal, remediation of any kind and disposal of any Hazardous Substances, and (iv) any repair of any damage to the Project or any other property resulting from such precautions, removal, remediation or disposal. The rights of any person or entity constituting Bank shall not be limited by any investigation undertaken by or on behalf of Bank in connection with the Project.

(g) "Release" means any actual, proposed or threatened use, storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, under, into or on the Property or the Project or surrounding property.

2. Indemnitor hereby agrees to indemnify, defend, and hold harmless Indemnified Parties from and against any and all Environmental Losses except, as to any Indemnified Party, those Environmental Losses which result solely from the actions of such Indemnified Party.

3. Indemnitor agrees that Bank may provide any financial or other information, data or material in Bank's possession relating to Indemnitor, the Indemnitor, the Loan, this Indemnity, the Property or the improvements, to Bank's parent, affiliate, subsidiary, participants or service providers, without further notice to Indemnitor.

4. This Indemnity is given solely to protect Bank against Environmental Losses, and not as additional security for, or as a means of repayment of, the Loan. The obligations of Indemnitor under this Indemnity are independent of, and shall not be measured or affected by (i) any amounts at any time owing under the Loan or secured by the Deed of Trust; (ii) the sufficiency or insufficiency of any collateral (including, without limitation, the Project) given to Bank to secure repayment of the Loan; (iii) the consideration given by Bank or any other Indemnified Party in order to acquire the Property or the Project, or any portion thereof; (iv) the modification, expiration or termination of the Note or any other document or instrument relating thereto; (v) the discharge or repayment in full of the Loan; (vi) any election by any Indemnified Party to purchase all or any portion of the Property at a foreclosure sale by crediting all or any portion of the obligations secured by the Deed of Trust against the purchase price therefor; (vii) any release or reconveyance of the Deed of Trust or of any other security for the Loan; or (viii) any termination, cancellation or modification of the Note, the Deed of Trust or any other instrument relating to the Loan.

5. Indemnitor covenants and agrees that neither it nor any occupant of the Project shall use, introduce or maintain Hazardous Substances on the Project, unless done in strict compliance with all Environmental Laws. Indemnitor shall maintain the Project in compliance with all Environmental Laws and shall not cause or permit a Release in violation of any such laws. Within five days, Indemnitor shall provide Bank with written notice of any of the following:

- (a) any Release of Hazardous Substances occurring on or near the Project;
- (b) any claims actions, court or governmental proceedings under any Environmental Laws relating to the Project;
- (c) the introduction, maintenance or discovery by Indemnitor of any Hazardous Substances on or near the Project;
- (d) discovery of any occurrence or condition on any real property in the vicinity of the Project which could cause the Project to be subject to any restrictions on the ownership, use or transferability of the Project.

6. (a) Indemnitor shall conduct and complete in a timely manner all investigations, environmental audits, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Substances on or affecting the Project, whether caused by Indemnitor or a third party, in accordance with all Environmental Laws to the satisfaction of the Bank, and in accordance with the orders and directives of all federal, state and local governmental authorities.

(b) Indemnitor shall notify Bank in writing prior to taking all such actions, and shall continuously keep Bank informed of their status. Consultants and contractors proposed to be retained by Indemnitor shall be subject to Bank's prior consent, which shall not unreasonably be withheld. Indemnitor, promptly upon Bank's request, shall provide Bank with copies of the results of all such actions and all related correspondence reports and other documents and information. Any remedial, removal or other action by Indemnitor shall not be deemed a cure or waiver of any breach of this Indemnity due to a Release.

(c) Bank may enter and inspect the Project at any time for the purpose of evaluating Indemnitor's use or storage of Hazardous Substances and to confirm that Indemnitor is in compliance with Environmental Laws. If notice is given by any person or entity to Borrower, Indemnitor or Bank of any actual or potential violation of Environmental Laws pertaining to the Project or if there is a Release of Hazardous Substance on or near the Project, then at any time following ten (10) days' notice to Indemnitor (except in an emergency or where not practical under applicable law, in which case notice is waived), and without limitation of Bank's other rights under this Indemnity or elsewhere, Bank shall have the right, but not the obligation, either through its employees or its consultants, to enter on the Project and to take those actions as it deems appropriate to investigate or test for, remediate, remove, resolve, minimize the impact of or advise governmental agencies of the possible existence of any Hazardous Substances.

Any such actions conducted by Bank shall be solely for the benefit of and to protect the interests of Bank and shall not be relied upon by Indemnitor or any third party for any purpose. By conducting any such actions, Bank does not assume control over the environmental affairs or operations of indemnitor nor assume any liability of Indemnitor or any third party. Indemnitor's obligations under this paragraph (c) shall not be diminished or otherwise affected as a result of any notice or disclosure to, or any other knowledge of, any party to be indemnified under this paragraph of any Release or threatened Release, nor shall an Indemnified Party be deemed to have permitted or consented to any Release or any breach of Indemnitor's other obligations under this paragraph because any such party had notice or knowledge hereof.

7. Bank shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Environmental Losses and to have its attorneys' fees in connection therewith paid by Indemnitor. Bank shall have the right, upon thirty (30) days' prior written notice to Indemnitor, to settle or compromise in good faith any Environmental Losses against Bank. In case any such claim shall be against Bank, Indemnitor agrees that Bank may employ independent counsel of Bank's own selection to appear and defend Bank. All of the costs and expenses of such defense shall be paid by Indemnitor.

8. The obligations of Indemnitor pursuant to this Indemnity are unsecured obligations of Indemnitor and shall continue to be enforceable to the fullest extent permitted by applicable law. Indemnitor's obligations hereunder shall survive the sale or other transfer of the Project. The rights of the Indemnified Parties under this Indemnity shall be in addition to any other rights and remedies of the Indemnified Parties against Indemnitor under any other document or instrument now or hereafter executed by Indemnitor, or at law or in equity (including, without limitation, any right of reimbursement or contribution pursuant to CERCLA), and shall not in any way be deemed a waiver of any such rights.

9. All obligations of Indemnitor hereunder shall be payable on demand, and any amount due and payable hereunder to any Indemnified Party by any Indemnitor which is not paid within thirty (30) days after written demand therefor from Bank with an explanation of the amounts demanded shall bear interest from the date of such demand at the default rate set forth in the Note.

10. Indemnitor shall pay to Bank all costs and expenses (including, without limitation, the reasonable fees and disbursements of Indemnified Parties' outside counsel and the reasonable charges of any Indemnified Party's in-house legal counsel) incurred by an Indemnified Party in connection with this Indemnity or the enforcement hereof.

11. This Indemnity shall be binding upon Indemnitor, its representatives, administrators, executors, successors and assigns and shall inure to the benefit of and shall be enforceable by Bank, the other Indemnified Parties and their successors, endorsees and assigns, and to any transferee of the Property to whom Bank specifically assigns this Indemnity. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

12. If this Indemnity is executed by more than one person or entity, the liability of the undersigned hereunder shall be joint and several. Each individual Indemnitor agrees that it shall have no right of contribution (including, without limitation, any right of contribution under CERCLA) or segregation against any other Indemnitor hereunder unless and until all obligations of Indemnitor have been satisfied. Each individual Indemnitor further agrees that, to the extent the waiver of its rights of segregation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of segregation or contribution such individual Indemnitor shall be junior and subordinate to the rights of Bank against each Indemnitor hereunder.

13. This Indemnity shall be governed by and construed in accordance with the laws of the State of Utah.

14. Every provision of this Indemnity is intended to be severable. If any provision of this Indemnity or the application of any provision hereof to any third party or circumstance is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the balance of the terms and provisions hereof or the application of the provision in question to any other party or circumstance, all of which shall continue in full force and effect.

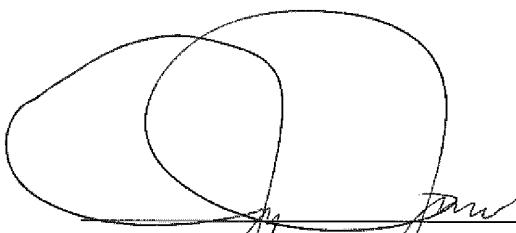
15. No failure or delay on the part of Bank to exercise any power, right or privilege under this Indemnity shall impair any such power, right or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. No provision of this Indemnity may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

16. This Indemnity may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement, with the same effect as if all parties had signed the same signature page.

[Signature page follows]

IN WITNESS WHEREOF, this Indemnity is executed as of the date first set forth above.

WITNESS:

  
Print Name Joy James  
Adney K. Hammer  
Print Name Adney K. Hammer

INDEMNITORS:

KARL MALONE HEBER INC., a Utah corporation  
KARL MALONE UCO INC, a Utah corporation  
M & M OUTDOORS LLC, a Utah limited liability company  
and M & M AUTOMOTIVE, INC., a Utah corporation

  
By: Andrew C. Madsen, Vice President or Manager, as the  
case may be

GUARANTOR'S ADDRESS

11453 So Lone Peak Parkway  
STREET ADDRESS  
Draper CITY Ut STATE 84020 ZIP CODE

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF DRAPER, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 89°46'13" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, 856.97 FEET; THENCE DEPARTING SAID LINE SOUTH 00°03'45" WEST, 81.66 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE KNOW AS UDOT PROJECT NO. SP 15-7(156)293; THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PROJECT THE FOLLOWING SEVEN (7) COURSES: SOUTH 88°34'20" EAST, 165.75 FEET, NORTH 89°22'49" EAST, 290.66 FEET, SOUTH 43°10'46" EAST, 95.14 FEET, SOUTH 13°30'34" EAST, 1050.76 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NONTANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 64.80 FEET, A RADIAL LINE BEARS AT SAID POINT (SOUTH 17°52'08" EAST), SOUTHERLY ALONG THE ARC OF SAID CURVE 174.77 FEET THROUGH A CENTRAL ANGLE OF 154°31'50" TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.51 FEET, A RADIAL LINE BEARS AT SAID POINT (SOUTH 07°37'58" WEST), SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 24.93 FEET THROUGH A CENTRAL ANGLE OF 69°37'00", SOUTH 12°44'18" EAST, 13.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°39'23" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, 336.25 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH 00°23'26" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, 165.00 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°39'23" WEST, 393.96 FEET TO THE EASTERN LINE OF THE UTAH POWER AND LIGHT CORRIDOR RECORDED AS INSTRUMENT NO. 2722202, BOOK 3905, PAGE 165-166 ON FILE IN THE SALT LAKE RECORDER'S OFFICE; THENCE NORTH 09°07'39" WEST, ALONG SAID EASTERN LINE, 442.37 FEET; THENCE CONTINUING ALONG SAID EASTERN LINE NORTH 00°03'45" EAST, 641.04 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE JORDAN AND SALT LAKE CITY CANAL, AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED MARCH 11, 1882, IN BOOK "S", AT PAGE 745-6 OF OFFICIAL RECORDS.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION IN WARRANTY DEED RECORDED MARCH 05, 2010 AS ENTRY NO. 10909018 IN BOOK 9808 AT PAGE 5562 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF 11400 SOUTH STREET, INCIDENT TO THE CONSTRUCTION OF PROJECT NO. SP-15-7(156)293, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EXISTING SOUTHERLY RIGHT OF WAY AND NO-ACCESS LINE OF 11400 SOUTH STREET, WHICH INTERSECTION IS 924.92 FEET SOUTH 89°46'13" EAST, ALONG THE QUARTER SECTION LINE AND 83.07 FEET SOUTH 00°13'47" WEST FROM THE CENTER OF SAID SECTION 24, SAID POINT IS 74.10 FEET RADIALLY DISTANT SOUTHERLY FROM THE DESIGN LINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEER STATION 292 +38.78; AND RUNNING THENCE SOUTH 88°34'20" EAST 98.06 FEET; THENCE NORTH 89°22'49" EAST 290.66 FEET; THENCE SOUTH 43°10'46" EAST 1.48 FEET TO A POINT IN A NON-TANGENT 7917.00 FOOT RADIUS CURVE TO THE LEFT AND THE NEW SOUTHERLY RIGHT OF WAY AND NO-ACCESS LINE OF 11400 SOUTH STREET DESIGNATED AS POINT "A", SAID POINT IS 83.00 FEET RADIALLY DISTANT SOUTHERLY FROM THE DESIGN LINE OF SAID PROJECT; THENCE WESTERLY 230.53 FEET ALONG THE ARC OF SAID CURVE, CONCENTRIC TO SAID DESIGN LINE, THROUGH A CENTRAL ANGLE OF 1°40'06", CHORD

TO SAID CURVE BEARS SOUTH 89°04'57" WEST FOR A DISTANCE OF 230.53 FEET, TO A POINT 83.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID DESIGN LINE, OPPOSITE ENGINEER STATION 293+07.57; THENCE NORTH 89°57'11" WEST 87.61 FEET TO A POINT 80.25 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID DESIGN LINE; THENCE SOUTH 88°14'54" WEST 49.36 FEET ALONG A LINE PARALLEL TO SAID DESIGN LINE, TO A POINT IN A 8080.25 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT IS OPPOSITE ENGINEER STATION 292+60.64; THENCE WESTERLY 27.30 FEET ALONG THE ARC OF SAID CURVE, CONCENTRIC TO SAID DESIGN LINE, THROUGH A CENTRAL ANGLE OF 0°11'37", CHORD TO SAID CURVE BEARS SOUTH 88°20'42" WEST FOR A DISTANCE OF 27.30 FEET TO THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE NEW SOUTHERLY RIGHT OF WAY AND NO-ACCESS LINE OF 11400 SOUTH STREET DESIGNATED AS POINT "B", SAID POINT BEING IN A NON-TANGENT 237.72 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 8.08 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°56'49", CHORD TO SAID CURVE BEARS NORTH 38°48'20" EAST FOR A DISTANCE OF 8.08 FEET ALONG SAID WESTERLY BOUNDARY LINE 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.

**PARCEL 1A: (NON-EXCLUSIVE EASEMENT)**

A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF A FUTURE ROADWAY BEING 65 FEET IN WIDTH AND 186 FEET LONG AT A LOCATION TO BE AGREED UPON BY PACIFICORP, SAID EASEMENT BEING RECORDED SEPTEMBER 1, 2005, AS ENTRY NO. 9479305 IN BOOK 9183 AT PAGE 105 OF OFFICIAL RECORDS.

**PARCEL 1B: (NON-EXCLUSIVE EASEMENT)**

LIMITED USE TRANSMISSION LINE CORRIDOR EASEMENT DATED MAY 29, 2007 BY AND BETWEEN PACIFICORP, AN OREGON CORPORATION D/B/A ROCKY MOUNTAIN POWER, SUCCESSOR IN INTEREST TO UTAH POWER AND LIGHT COMPANY ("GRANTOR") AND MILLER FAMILY REAL ESTATE, L.L.C., A UTAH LIMITED LIABILITY COMPANY ("GRANTEE"), FOR THE CONSTRUCTING OF AN ACCESS ROAD LIMITED TO 65 FEET IN WIDTH, TOGETHER WITH ASPHALT PAVING, LANDSCAPING, SIDEWALK, CURB AND GUTTER, AND FOR PARKING FOR CUSTOMERS AND AUTOMOBILE INVENTORY, RECORDED JUNE 4, 2017, AS ENTRY NO. 10120591 IN BOOK 9473 AT PAGE 2553 OF OFFICIAL RECORDS.

ASSIGNMENT OF EASEMENT DATED MARCH 9, 2010 BY AND BETWEEN MILLER FAMILY REAL ESTATE, L.L.C., A UTAH LIMITED LIABILITY COMPANY ("ASSIGNOR") AND KMAM REAL ESTATE LLC, A UTAH LIMITED LIABILITY COMPANY ("ASSIGNEE"), RECORDED MARCH 9, 2010 AS ENTRY NO. 10911890 IN BOOK 9809 AT PAGE 5613 OF OFFICIAL RECORDS.