

14195819 B: 11467 P: 584 Total Pages: 6  
01/19/2024 11:45 AM By: dsalazar Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: FIRST AMERICAN - SOUTH JORDAN  
10808 S RIVER FRONT PKWY STE 1SOUTH JORDAN, UT 840955961

RECORDING REQUESTED BY:

First American Title  
10808 S River Front Parkway  
Suite 175  
South Jordan, Utah 84095

WHEN RECORDED MAIL TO:

First American Title  
10808 South River Front Parkway  
Ste 175  
South Jordan, Utah 84095

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390-6278455  
Tax Parcel No.: 28-02-131-010-0000

## SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY TO A NEW EASEMENT ESTATE.

THIS AGREEMENT, made this 20 day of December, 2023, by Cheri Litton owner of the land hereinafter described and hereinafter referred to as "Owner," and U.S. Bank National Association, ND, a national banking association organized under the laws of the United States, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH

THAT WHEREAS, the Owner executed a Deed of Trust, made and entered into effective as of the June 23, 2009, U.S. Bank Trust Company National Association, a national banking association organized under the laws of the United States

See Exhibit A attached hereto and made a part hereof.

to secure a note in the sum of \$50,000.00 in favor of Beneficiary, which deed of trust was recorded July 17, 2009, as Entry No. 10756213 in Book 9746 at Page 6031, Official Records of said county.

WHEREAS, Owner, as Grantor, has executed, or is about to execute, an Easement, dated January 19, 2024, covering a portion of the above described land, in favor of the Utah Department of Transportation, as Grantee, for the term and upon and subject to the provisions therein set forth, which Easement is to be recorded concurrently herewith, covering the following portion of the land:

See Exhibit B attached hereto and by this reference made a part hereof.

WHEREAS, it is a condition precedent to the execution of said Easement by the Grantor named therein that said Easement and the easement estate created thereby together with all rights and privileges of Grantee thereunder shall unconditionally be and remain at all times prior and superior to the lien or charge upon said land of the deed of trust and assignment of leases above mentioned; and

WHEREAS, it is to the mutual benefit of the parties hereto that Grantor enter into said Easement with Grantee; and Beneficiary is willing that the lien or charge of the deed of trust and assignment of leases above mentioned be subordinated and made subject to said Easement and to the easement estate created thereby together with all rights and privileges of Grantee thereunder.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce the Grantor named in the above referred to Easement to enter into said Easement, it is hereby declared, understood and agreed as follows:

(1) That said Easement and the easement estate created thereby together with all rights and privileges of Grantee thereunder shall unconditionally be and remain at all times prior and superior to the lien or charge of the deed of trust and assignment of leases above mentioned, and the lien or charge of the deed of trust and assignment of leases above mentioned is hereby made subject and subordinate to said Easement and to the easement estate created thereby together with all rights and privileges of Grantee thereunder.

(2) That Grantee would not enter into said Easement without this subordination.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust and assignment of leases above mentioned to the Easement above referred to and to the easement estate created thereby together with all rights and privileges of Grantee thereunder, and shall supersede and cancel, but only insofar as would affect the priority between the deed of trust and the Easement hereinbefore specifically described, and prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the deed of trust and assignment of leases above mentioned, which provide for the subordination of the lien or charge thereof to an Easement.

Beneficiary declares, agrees and acknowledges that

(a) they consents to and approves the term of the Easement above referred to and all of the provisions therein set forth; and

(b) They intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust and assignment of leases above mentioned in favor of the Easement and easement estate created thereby together with all rights and privileges of Grantee thereunder as above referred to, and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific contracts are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination;

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

U.S. Bank National Association ND, a national banking association organized under the laws of the United States

Date: December 20, 2024

Authorized signor  
Rebecca Mayfield  
Officer

Date:

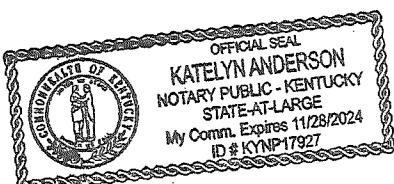
Cheri Litton

STATE OF Kentucky )  
County of Daviess )  
 ) ss. )

On December 20, 2024 before me, the undersigned notary public, personally appeared Rebecca Mayfield-Officer

personally known by me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



  
\_\_\_\_\_  
Notary Public Katelyn Anderson

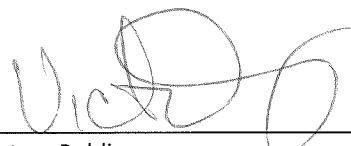
Commission expires: 11-28-24

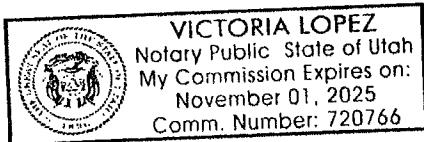
STATE OF Utah )  
County of Salt Lake ) ss.  
                          )

On January 19 2024 before me, the undersigned notary public, personally appeared  
Cheri Luton

personally known by me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 11-1-25



IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

## **Exhibit A**

(Legal Description of the Property)

**SITUATED IN SALT LAKE COUNTY, STATE OF UTAH:  
LOT 10, WILLOW CREEK ESTATES NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS  
RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND  
RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING,  
BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN  
POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN VOLUME 9391, PAGE 1059,  
OF THE SALT LAKE COUNTY, UTAH RECORDS.**

## Exhibit B

(Legal Description of the Easement)

### PARCEL 2:

A TEMPORARY EASEMENT, UPON PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN LOT 10, WILLOW CREEK ESTATES NO. 4, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED JULY 26, 1993, AS ENTRY NO. 5561562, IN BOOK 93-7, AT PAGE 181, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, STATE OF UTAH, TO FACILITATE THE CONSTRUCTION OF ROADWAY BRIDGE IMPROVEMENTS, SIDE TREATMENTS AND APPURTEnant PARTS THEREOF, BLENDING SLOPES, INCIDENT TO THE WIDENING OF THE EXISTING WILLOW GREEN CIRCLE AS PART OF THE BFP: SANDY EAST BRIDGE REPLACEMENTS KNOWN AS PROJECT NO. F-R299(457). THIS EASEMENT SHALL COMMENCE UPON THE BEGINNING OF ACTUAL CONSTRUCTION ON THE PROPERTY AND SHALL CONTINUE ONLY UNTIL PROJECT CONSTRUCTION ON THE PROPERTY IS COMPLETE, OR FOR THREE (3) YEARS, WHICHEVER FIRST OCCURS. THE EASEMENT SHALL BE NON-EXCLUSIVE SUCH THAT THE GRANTOR MAY USE THE PROPERTY AT ANY TIME IN A MANNER WHICH DOES NOT INTERFERE WITH CONSTRUCTION ACTIVITIES. THE BOUNDARIES OF SAID EASEMENT UPON PART OF AN ENTIRE TRACT OF PROPERTY ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LOT LINE OF SAID LOT 10, WHICH POINT IS 5.19 FEET SOUTH  $12^{\circ}40'01''$  EAST ALONG SAID WESTERLY LOT LINE FROM THE NORTHWEST CORNER OF SAID LOT 10; AND RUNNING THENCE NORTH  $68^{\circ}01'19''$  EAST 36.46 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF WILLOW GREEN CIRCLE AT A POINT IN A 138.00-FOOT RADIUS NONTANGENT CURVE TO THE RIGHT (NOTE: RADIUS BEARS SOUTH  $06^{\circ}18'10''$  EAST); THENCE ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) EASTERLY 1.08 FEET ALONG THE ARC OF SAID CURVE, THROUGH A DELTA OF  $00^{\circ}26'59''$  (NOTE: CHORD TO SAID CURVE BEARS NORTH  $83^{\circ}55'20''$  EAST FOR A DISTANCE OF 1.08 FEET) TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 142.00-FOOT; THENCE (2) NORtheasterly 99.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A DELTA OF  $40^{\circ}07'54''$  (NOTE: CHORD TO SAID CURVE BEARS NORTH  $64^{\circ}04'52''$  EAST FOR A DISTANCE OF 97.44 FEET); THENCE SOUTH  $45^{\circ}59'05''$  EAST 5.00 FEET TO THE BEGINNING OF A 130.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (NOTE: RADIUS BEARS NORTH  $45^{\circ}18'38''$  WEST); THENCE Southwesterly 46.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A DELTA OF  $20^{\circ}32'35''$  (NOTE: CHORD TO SAID CURVE BEARS SOUTH  $54^{\circ}57'40''$  WEST FOR A DISTANCE OF 46.36 FEET); THENCE SOUTH  $16^{\circ}44'54''$  EAST 25.90 FEET; THENCE SOUTH  $73^{\circ}42'47''$  WEST 28.83 FEET; THENCE NORTH  $68^{\circ}41'31''$  WEST 30.04 FEET; THENCE NORTH  $22^{\circ}52'35''$  WEST 6.76 FEET; THENCE SOUTH  $68^{\circ}10'04''$  WEST 39.24 FEET TO SAID WESTERLY LOT LINE; THENCE NORTH  $12^{\circ}40'01''$  WEST 4.18 FEET ALONG SAID WESTERLY LOT 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.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION  $00^{\circ}16'08''$  CLOCKWISE TO OBTAIN PROJECT BEARINGS.)