

3495701  
BK 8083 PG 1556

This instrument prepared by:  
United West Title  
961 S Orem Blvd  
Orem, UT 84058  
UW-13241

### Subordination Agreement

Whereas, Bank of Utah , is the owner and holder of a Note secured by a Deed of Trust executed by AOA Properties, LLC, a Utah limited liability company , of record in Recorder's Office for Davis County, Utah, recorded August 31, 2022 as Entry No. 3495674 , conveying certain property as described therein, and

Whereas, the said Bank of Utah , has requested Jackson Oil, a division of Jacksons Food Stores, Inc., a Nevada corporation to subordinate its superior lien to the Bank of Utah's Deed of Trust on the said property, and

Whereas, Jackson Oil, a division of Jacksons Food Stores, Inc., a Nevada corporation has agreed to subordinate its Deed of Trust identified below held by it in accordance with the terms of this Agreement.

Now, Therefore, in consideration of the premises, and other good and valuable considerations, Jackson Oil, a division of Jacksons Food Stores, Inc., a Nevada Corporation hereby declares that it is the owner secured by the Deed of Trust of record as Entry No. 2803500 in Book 6018 at Page 273 , Recorder's Office for Davis County, Utah, and agrees to subordinate to a Deed of Trust executed by AOA Properties, LLC, a Utah limited liability company to secure a note in the amount not to exceed Two Million Two Hundred Fifty Thousand Dollars and 00//100 DOLLARS & 00/100 (\$2,250,000.00 ) payable to the order of Bank of Utah , due as set out therein, conveying certain property in Davis County, Utah, described as follows, to wit:

See Attached Exhibit "A"

Tax ID: 06-049-0232

It is agreed and understood that this Subordination Agreement covers only the property hereinabove described and shall be limited to the Deed of Trust hereinabove set forth executed by AOA Properties, LLC, a Utah limited liability company , to secure the Note described therein, or any renewals and extensions thereof, and no further or otherwise, which Deed of Trust is being recorded simultaneously herewith.

In Witness Whereof, this instrument has been executed on this the 22 day of August, 2022.

**Jackson Oil, a division of Jacksons Food Stores, Inc., a Nevada corporation**

  
By: Tony Stone  
Its: President

State of Idaho )

County of Ada )

On the 22 day of August, 2022, personally appeared before me, Tony Stone, who is the President of Jackson Oil, a division of Jacksons Food Stores, Inc, a Nevada corporation, the signer(s) of the above Subordination Agreement, who being personally known to me, or of whose identity was proven to me, who duly acknowledged to me that he/she executed the same (and if a corporation, the executing officer(s) being duly sworn acknowledged that they were the officer(s) or agent(s) of the corporation as above specified and that the instrument was executed on behalf of such corporation by authority of its By-Laws or resolution duly adopted).

  
Notary Public



**EXHIBIT "A"**

**UW-13241**

Beginning on the Northerly Right of Way line of 500 South Street 515 feet South and 10.51 chains West from the Northeast corner of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian; thence North  $3^{\circ}30'00''$  West 157.0 feet; thence South  $89^{\circ}49'23''$  West 73.81 feet; thence North  $00^{\circ}10'37''$  West 90.00 feet; thence South  $89^{\circ}49'23''$  West 68.00 feet to the Easterly Right of Way line of State Road; thence Southerly along the arc of a 1015.37 foot radius curve to the right 89.03 feet (chord bears South  $02^{\circ}06'57''$  East 89.00 feet); thence South  $01^{\circ}02'00''$  East 107.82 feet; thence South  $59^{\circ}15'43''$  East 96.90 feet to the said Northerly Right of Way line of 500 South Street; thence East 63.15 feet to the point of beginning.

**Less and excepting**

A parcel of land in fee, being part of an entire tract of property, situate in the Northeast Quarter of the Northeast Quarter of Section 25, Township 2 North, Range 1 West, Salt Lake Base and Meridian, in Davis County, Utah, incident to the improvement and widening of I-15, known as project number FI15-7(301)313.

The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the Grantor's East boundary line and the North right of way line of 500 South Street, which point is 515.00 feet South  $00^{\circ}10'08''$  West and 693.66 feet North  $89^{\circ}49'52''$  West from the Northeast Corner of Said Section 25, said point also being 561.81 feet North  $89^{\circ}49'52''$  West along the centerline of said 500 South Street and 33.00 feet North  $00^{\circ}10'08''$  East from the intersection of said 500 South Street and Highway 89, also known as 500 West Street, which point is 33.00 feet perpendicularly distant northerly from the control line of said 500 South Street of said project, opposite approximate Engineer Station 513+45.06; thence along said north right of way line of 500 South Street the following two (2) courses: (1) North  $89^{\circ}49'52''$  West 50.43 feet; (2) North  $79^{\circ}32'53''$  West 50.42 feet; thence South  $89^{\circ}49'52''$  East 99.65 feet to said Grantor's east boundary line; thence South  $02^{\circ}19'40''$  East 9.01 feet along said east 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.