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10/15/2019 2:56:00 PM \$40.00  
Book - 10845 Pg - 7731-7741  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 11 P.

**When Recorded Mail This Deed To:**

Federman Steifman LLP  
220 East 42nd Street, 29th Floor  
New York, NY 10017  
Attn: Peter Mannarino

Tax Parcel Nos.: 22-23-178-012; 22-23-178-013; 22-23-179-0009

CT-113172-CAF

(Above Space for Recorder's Use Only)

**SPECIAL WARRANTY DEED**

Market Street Cottonwoods, L.L.C., a Utah limited liability company, Grantor, does hereby CONVEY AND WARRANT against all who claim by, through or under Grantor unto SETS RE LLC, a Delaware limited liability company, Grantee, whose current address is 744 East 400 South, Salt Lake City, UT 84102, the following described real property in Salt Lake County, State of Utah, to-wit:

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

Subject only to the Permitted Exceptions set forth on Exhibit "B" attached hereto and by this reference made a part hereof and matters which would be disclosed by an accurate survey of the Property.

WITNESS, the hand of said Grantor, this 11 day of October, 2019.

MARKET STREET COTTONWOODS, L.L.C.,  
a Utah limited liability company

By: Stephanie Fox  
Name: Stephanie Fox  
Title: Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On the 11 of October, 2019, personally appeared before me Stephanie Fox, Manager of Market Street Cottonwoods, L.L.C., the signer(s) of the within instrument, who duly acknowledged to me that they executed the same with authority.

Margie Gillman  
Notary Public



S.L.C., Ut (Seal)

**EXHIBIT A  
PROPERTY DESCRIPTION**

**PARCEL 1:**

Beginning at a point which is North 00°08'51" East 540.34 feet along the section line and East 1725.01 feet from the West quarter corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on the Northerly line of the land conveyed to Blue Cross and Blue Shield of Utah, a Utah corporation, in that certain Special Warranty Deed recorded January 17, 1996 as Entry No. 6259077 in Book 7311 at Page 849 of the official records of the Salt Lake County Recorder and running thence North 52°29'23" East 86.73 feet; thence North 79°12'42" East 119.00 feet; thence North 57°53'55" East 100.26 feet to a point on the centerline of Big Cottonwood Creek; thence along said centerline the following five (5) courses: South 10°59'32" East 138.07 feet, South 20°59'32" East 62.73 feet, South 50°00'00" East 95.00 feet, South 60°00'00" East 32.21 feet, and South 49°55'31" East 50.66 feet; thence leaving said creek centerline South 42°42'26" West 164.67 feet to a point on the centerline of Cottonwood Parkway (a private road), said centerline being the Northerly line of the aforementioned Blue Cross and Blue Shield of Utah property; thence along the centerline of said Cottonwood Parkway the following three (3) courses: North 77°30'44" West 27.42 feet to a point on a 330.00 foot radius curve to the right (radius bears North 12°29'16" East), thence along said curve 230.39 feet, thence North 37°30'37" West 213.48 feet to the point of beginning.

**PARCEL 1A:**

Rights of way and easements appurtenant to such real property set forth in the Declaration of Easements, Covenants and Restrictions, recorded January 17, 1996 as Entry No. 6259074 in Book 7311 at Page 821 of the official records, as amended by (i) the First Amendment to Declaration of Easements, Covenants and Restrictions, recorded July 3, 1996 as Entry No. 6398547 in Book 7437 at Page 265 of the official records, (ii) the Second Amendment to Declaration of Easements, Covenants and Restrictions, recorded May 2, 1997 as Entry No. 6635821 in Book 7658 at Page 2663 of the official records, and (iii) the Third Amendment to Declaration of Easements, Covenants and Restrictions, recorded July 22, 1997 as Entry No. 6696564 in Book 7716 at Page 980 of the official records, and (iv) the Fourth Amendment to Declaration of Easements, Covenants and Restrictions, recorded November 12, 1998 as Entry No. 7152537 in Book 8160 at Page 1199 of the official records, and (v) the Fifth Amendment to Declaration of Easements, Covenants and Restrictions, recorded February 25, 2004 as Entry No. 8987987 in Book 8950 at Page 2021 of the official records.

**PARCEL 2:**

Lot 2, COTTONWOOD CORPORATE CENTER SUBDIVISION, according to the official plat thereof, filed in Book 2004P of Plats at Page 45 of the official records of the Salt Lake County Recorder.

Tax Id No.: 22-23-178-012, 22-23-178-013 and 22-23-179-009

EXHIBIT "B"

To

SPECIAL WARRANTY DEED

**(Permitted Exceptions)**

1. The Lien of Real Estate Taxes or assessments, imposed on the title by a governmental authority, that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
2. Any facts, rights, interests, or claims which are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Easements, claims of easement or encumbrances which are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and in the date on which all of the Schedule B, Part I-Requirements are met.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
9. Taxes for the year 2019 are accruing as a lien not yet due and payable under Parcel No. 22-23-178-012. Taxes for the year 2018 have been paid in the amount of \$41,970.81 under Parcel No. 22-23-178-012. (affects Parcel 1)

Taxes for the year 2019 are accruing as a lien not yet due and payable under Parcel No. 22-23-178-013. Taxes for the year 2018 have been paid in the amount of \$13,808.90 under Parcel No. 22-23-178-013. (affects Parcel 1)

10. Taxes for the year 2019 are accruing as a lien not yet due and payable under Parcel No. 22-23-179-009. Taxes for the year 2018 have been paid in the amount of \$14,448.02 under Parcel No. 22-23-179-009. (affects Parcel 2)

11. The herein described Land is located within the boundaries of Cottonwood Heights City, South Salt Lake Valley Mosquito Abatement District, Cottonwood Improvement District, Central Utah Water Conservancy District, Wasatch Waste And Recycle District, and is subject to any and all charges and assessments levied thereunder. (affects part of Parcel 1)

12. The herein described Land is located within the boundaries of Cottonwood Heights City, South Salt Lake Valley Mosquito Abatement District, Cottonwood Improvement District, Central Utah Water Conservancy District, Wasatch Waste And Recycle District, Cottonwood Corporate Center Economic Development Plan, and is subject to any and all charges and assessments levied thereunder. (affects part of Parcel 1)

13. The herein described Land is located within the boundaries of Cottonwood Heights City, South Salt Lake Valley Mosquito Abatement District, Mt. Olympus Improvement District, Central Utah Water Conservancy District, Wasatch Waste And Recycle District, Cottonwood Corporate Center Economic Development Plan, and is subject to any and all charges and assessments levied thereunder. (affects Parcel 2)

14. Notwithstanding those items described herein-above, the Land is also subject to any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which an ALTA/NSPS Survey, (made in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by (ALTA) American Land Title Association and (NSPS) National Society of Professional Surveyors) may disclose.

15. Right of Way for Big Cottonwood Creek, and any facilities appurtenant thereto, including but not limited to, water pipelines and ditches, as the same may be found to intersect the herein described Land, together with any rights or asserted rights in and to said Creek or pertaining to the use and maintenance of said Creek. Also excepted are any adverse claim based on (i) the assertion that some of the boundaries of the herein described Land have been affected by a change in the course of said Creek; (ii) the uncertainty of the boundaries of said Creek; and (iii) the assertion that the Land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.

16. Right of Way for Heughs Creek (which may also be known as Heughs Canyon Creek), and any facilities appurtenant thereto, including but not limited to, water pipelines and ditches, as the same may be found to intersect the herein described Land, together with any rights or asserted rights in and to said Creek or pertaining to the use and maintenance of said Creek. Also excepted are any adverse claim based on (i) the assertion that some of the boundaries of the herein described Land have been affected by a change in the course of said Creek; (ii) the uncertainty of the boundaries of said Creek; and (iii) the assertion that the Land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.

17. Right of Way for "Upper Canal" (which may also be known as the "Big Cottonwood Upper Canal" and/or the "Race-Way Canal"), and any facilities appurtenant thereto, including but not limited to, water pipelines and ditches, as the same may be found to intersect the herein described Land, together with any rights or asserted rights in and to said Canal or pertaining to the use and maintenance of said Canal. Also excepted are any adverse claim based on (i) the assertion that some of the boundaries of the herein described Land have been affected by a change in the course of said Canal; (ii) the uncertainty of the boundaries of said Canal; and (iii) the assertion that the Land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.

18. The following restriction set forth in that certain Warranty Deed recorded May 27, 1925 as Entry No. 535251 in Book "12-G" of Deeds at Page 573 of the official records, wherein Rudolph Knudsen is the Grantor and Annie Oar is the Grantee, to-wit: "It is distinctly understood and agreed, by and between the parties hereto, that said Land , or any part thereof, is not to be used for any public use as a dance hall." (affects Parcel 1)

19. Pole Line Easement in favor of Utah Power & Light Company, its successors and assigns for the erection and continued maintenance, repair, alteration, and replacement of electric transmission, distribution, and telephone circuits, and 2 guy anchors and 2 poles, with the necessary guys, stubs, cross-arms and other attachments thereon, of affixed thereto, for the support of said circuits, together with other terms and conditions and incidental purposes, by instrument dated June 1, 1965 and recorded September 1, 1965, as Entry No. 2107856, in Book 2371, at Page 198. (affects Parcel 2)

20. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Land, recorded March 12, 1980, as Entry No. 3410000, in Book 5065, at Page 233. Release of Easement executed by U S West Communications, Inc., dated August 7, 1997 and recorded September 29, 1997 as Entry No. 6750409 in Book 7768 at Page 1495. NOTE: Said Release of Easement appears to contain an erroneous description.

21. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded January 5, 1984, as Entry No. 3889267, in Book 5521, at Page 258. (affects Parcel 1)

22. Grant of Easement for Construction and Maintenance of Storm Sewer Pipeline in favor of Salt Lake County for a right of way and easement 40 feet in width for purposes of constructing and maintaining an underground storm drain and incidental purposes, by instrument dated February 2, 1995 and recorded February 8, 1995, as Entry No. 6019037, in Book 7099, at Page 400. (affects Parcel 1)

23. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Declaration of Easements, Covenants and Restrictions

[Cottonwood Corporate Center] recorded January 17, 1996 as Entry No. 6259074 in Book 7311 at Page 821, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

First Amendment to Declaration of Easements, Covenants and Restrictions [Cottonwood Corporate Center], recorded July 30, 1996 as Entry No. 6398547 in Book 7437 at Page 265.

Second Amendment to Declaration of Easements, Covenants and Restrictions [Cottonwood Corporate Center], recorded May 2, 1997 as Entry No. 6635821 in Book 7658 at Page 2663.

Third Amendment to Declaration of Easements, Covenants and Restrictions [Cottonwood Corporate Center], recorded July 22, 1997 as Entry No. 6696564 in Book 7716 at Page 980.

Fourth Amendment to Declaration of Easements, Covenants and Restrictions [Cottonwood Corporate Center], recorded November 12, 1998 as Entry No. 7152537 in Book 8160 at Page 1199.

Fifth Amendment to Declaration of Easements, Covenants and Restrictions [Cottonwood Corporate Center], recorded February 25, 2004 as Entry No. 8987987 in Book 8950 at Page 2021.

Assignment and Assumption of Manger's Rights by and between Cotnet Investments, L.C. (f/k/a Wallnet Investments, L.C.) a Utah limited liability company and NOP Cottonwood Holdings LLC, a Delaware limited liability company, recorded November 17, 2005 as Entry No. 9556832 in Book 9218 at Page 6904.

Assignment and Assumption of Manger's Rights by and between NOP Cottonwood Holdings LLC, a Delaware limited liability company and HGREIT II Cottonwood Center LLC, a Delaware limited liability company, recorded July 5, 2016 as Entry No. 12314636 in Book 10449 at Page 3035.

24. Deed of Easement in favor of R. W. Sims, Rowell W. Sims and David J. Sims, as trustees of the R. W. Sims Revocable Trust, under an Amended and Restated Trust Agreement dated August 24, 1995, and Rowell W. Sims and Carolyn A. Sims for a perpetual, nonexclusive right-of-way and easement for vehicular ingress and egress and underground utilities and incidental purposes, by instrument recorded January 17, 1996, as Entry No. 6259075, in Book 7311, at Page 842.

Termination of Deed of Easement by and between Old Mill Corporate Center III, LLC, a Utah limited liability company and EsNET Properties, L.C., a Utah limited liability company, recorded January 29, 2014 as Entry No. 11796716 in Book 10208 at Page 673.

25. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded January 17, 1996, as Entry No. 6259076, in Book 7311, at Page 846.

Right of Way and Easement Grant modified and affected by that certain Quitclaim Deed, recorded July 23, 1998 as Entry No. 7035643 in Book 8044 at Page 970.

26. Secondary Access Easement by and among Wallnet Investments, L.C., a Utah limited liability company, R.W. Sims, Rowell W. Sims and David J. Sims, as trustees of the R.W. Sims Revocable Trust, under an Amended and Restated Trust Agreement dated August 24, 1995, and Rowell W. Sims and Carolyn A. Sims, dated July 23, 1997 and recorded August 14, 1997 as Entry No. 6713675 in Book 7733 at Page 486.

27. Easement Deed in favor of R.W. Sims (sometimes known as Royal William Sims), Rowell W. Sims and David J. Sims, as trustees of the R.W. Sims Revocable Trust under an Amended and Restated Trust Agreement dated August 24, 1995 for a nonexclusive easement for utility purposes and incidental purposes, by instrument dated August 8, 1997 and recorded August 14, 1997, as Entry No. 6713676, in Book 7733, at Page 503. (affects Parcel 1)

28. Second Amendment to Purchase and Sale Agreement between Wallnet Investments, L.C., a Utah limited liability company and BWB Properties, Inc., a Utah corporation, dated August 8, 1997 and recorded August 14, 1997 as Entry No. 6713679 in Book 7733 at Page 527. (affects Parcel 1)

Waiver of Obligation to Relocate Drainage Pipe in favor of Wallnet Investments, L.C., a Utah limited liability company, recorded November 12, 1998 as Entry No. 7152541 in Book 8160 at Page 1257.

29. Covenant to Construct Wall by BWB Properties, Inc., a Utah corporation in favor of Wallnet Investments, L.C., a Utah limited liability company, recorded August 14, 1997 as Entry No. 6713680 in Book 7733 at Page 537.

30. Parking Agreement between 2855 E. Cottonwood Parkway, L.C., a Utah limited liability company and BWB Properties, Inc., a Utah Corporation, dated August 8, 1997 and recorded August 14, 1997 as Entry No. 6713681 in Book 7733 at Page 541.

Amendment to Parking Agreement, dated November 12, 1998 and recorded November 12, 1998 as Entry No. 7152540 in Book 8160 at Page 1246.

31. Ordinance No. 1399 Adopting the Cottonwood Corporate Center Project Area Redevelopment Plan Entitled "Cottonwood Corporate Center Economic Development Plan, as Amended", dated February 20, 1997 and recorded November 28, 1997 as Entry No. 6801932 in Book 7818 at Page 2995.



32. Grant of Easement by Market Street Cottonwoods, L.L.C., a Utah limited liability company in favor of Wallnet Investments, L.C., a Utah limited liability company, dated November 12, 1998 and recorded November 12, 1998 as Entry No. 7152539 in Book 8160 at Page 1237.
33. Abstract of Decision wherein the request for a rear yard variance from 50' to 33' and a front yard variance from 50' to 21' in an ORD Zone was granted with conditions, recorded March 3, 2000 as Entry No. 7587132 in Book 8346 at Page 1207. (affects Parcel 2)
34. Easement in favor of Salt Lake County, a body politic of the State of Utah for a permanent easement for a public highway and all incidental purposes (including, but not limited to, that of allowing utility, sewer and drainage facilities to be located, serviced, repaired and maintained within the perimeters of the dedicated easement area) on, under, over and across said Land and incidental purposes, by instrument dated March 31, 2000 and recorded June 5, 2000, as Entry No. 7652671, in Book 8366, at Page 173. (affects Parcel 2)
35. Easement in favor of Salt Lake City Corporation, a municipal corporation of the State of Utah for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement, of a 12-inch culinary water line, together with all facilities attendant thereto, including any and all service lines, valves, and other related equipment and improvements and incidental purposes, by instrument dated August 29, 2000 and recorded October 26, 2000, as Entry No. 7746982, in Book 8396, at Page 8931. (affects Parcel 2)
36. Easement in favor of Salt Lake City Corporation, a municipal corporation of the State of Utah for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement, of a 12-inch culinary water line, together with all facilities attendant thereto, including any and all service lines, valves, and other related equipment and improvements and incidental purposes, by instrument dated August 25, 2000 and recorded October 26, 2000, as Entry No. 7746983, in Book 8396, at Page 8935. (affects Parcel 2)
37. Easement in favor of Salt Lake City Corporation, a municipal corporation of the State of Utah for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement, of a 12-inch culinary water line, together with all facilities attendant thereto, including any and all service lines, valves, and other related equipment and improvements and incidental purposes, by instrument dated August 28, 2000 and recorded November 1, 2000, as Entry No. 7751512, in Book 8398, at Page 5136. (affects Parcel 2)
38. Easements, notes, recitals and restrictions as shown on the recorded plat for Cottonwood Corporate Center Subdivision, recorded February 25, 2004 as Entry No. 8987990 in Book 2004P of Plats at Page 45 in the office of the Salt Lake County Recorder.
39. Storm Sewer Easement in favor of Mountain America Federal Credit Union, a Utah corporation to lay, maintain, operate, repair, inspect, remove and replace an underground storm sewer drainage line through and across said Land and incidental purposes, by instrument recorded February 25, 2004, as Entry No. 8987993, in Book 8950, at Page 2039. (affects Parcel 2)

40. Easement Agreement by Market Street Cottonwoods, L.L.C., a Utah limited liability company and Cottonwood Heights, a Utah municipality to construct, re-construct, install, maintain, use and operate (for public trail purposes), inspect and repair a public trail, recorded July 8, 2008 as Entry No. 10473530 in Book 9624 at Page 9344.

41. Easement Agreement by Beckstrand Family Investments LLC, a Utah limited liability company and Old Mill Corporate Center III, LLC, a Utah limited liability company to construct, re-construct, install, maintain, use and operate (for public trail purposes), inspect and repair a public trail, dated March 25, 2008 and recorded August 14, 2008 as Entry No. 10498907 in Book 9634 at Page 7685.

Amendment to Easement Agreement, dated January 24, 2017 and recorded February 2, 2017 as Entry No. 12469310 in Book 10526 at Page 5266.

42. Trust Deed with Assignment of Rents to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: WallNet Investments, L.C., a Utah limited liability company; Trustee: Backman Stewart Title Company; Beneficiary: The Savage Companies, a Utah corporation; Amount: \$3,823,623.50; Dated: March 27, 1995; Recorded: March 27, 1995 as Entry Number 6048832 in Book 7123 at Page 107. (affects Parcel 2)

First Amendment to Trust Deed, with Partial Reconveyance, dated January 10, 1996 and recorded January 17, 1996 as Entry No. 6259071 in Book 7311 at Page 804.

The beneficial rights and interest of The Savage Companies in and to said Trust Deed were assigned to Zions First National Bank by an Assignment of Trust Deed recorded March 27, 1995 as Entry No. 6048833 in Book 7123 at Page 119 of the official records.

NOTE: Said Assignment is given to secure an indebtedness in the original amount of \$4,700,000.00, evidenced by a Promissory Note dated March 31, 1993, in which Newco Corporation appears as maker and Zions First National Bank appears as payee.

First Amendment to Assignment of Trust Deed, dated January 12, 1996 and recorded January 17, 1996 as Entry No. 6259072 in Book 7311 at Page 811.

Substitution of Trustee naming Landmark Title Company, Successor Trustee, dated July 12, 1996, and recorded August 9, 1996, as Entry No. 6425879, in Book 7462, at Page 1257.

Terms and conditions of that certain Subordination Agreement by EsNET Ltd., a Utah limited partnership, The Savage Companies, a Utah corporation and Zions First National Bank, a national banking association, dated July 25, 1996 and recorded August 9, 1996 as Entry No. 6425871 in Book 7462 at Page 1164 of Official Records.

The effects of the Release of Assignment of Trust Deed by Zions First National Bank, dated January 14, 2002 and recorded January 31, 2002 as Entry No. 8137172 in Book 8561 at Page 1979.

The effects, if any, of the Release of Trust Deed with Assignment of Rents by Zions First National Bank, dated January 14, 2002 and recorded January 31, 2002 as Entry No. 8137174 in Book 8561 at Page 1984.

43. Deed of Trust and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Market Street Cottonwoods, L.L.C., a Utah limited liability company, as to Parcel 1; and Market Street Cottonwoods, L.L.C., as to Parcel 2; Trustee: ZB, N.A. dba Zions First National Bank; Beneficiary: ZB, N.A. dba Zions First National Bank; Amount: \$4,500,000.00; Dated: January 5, 2018; Recorded: January 8, 2018 as Entry Number 12693947 in Book 10636 at Page 7738.

44. Assignment of Rents recorded January 8, 2018 as Entry No. 12693948 in Book 10636, at Page 7759, as additional security for the payment of the indebtedness secured by said Deed of Trust.

45. Hazardous Substances Certificate and Indemnity Agreement among Market Street Cottonwoods, L.L.C.; Market Street Cottonwoods, L.L.C.; Gastronomy, Inc., Riverpark M.S. Grill, LLC, TTJ Partners, LLC, The Thomas L. Guinney Alaska Irrevocable Trust and Thomas L. Guinney; and ZB, N.A. dba Zions First National Bank, dated January 5, 2018 and recorded January 8, 2018 as Entry No. 12693949 in Book 10636 at Page 7777.

46. An unrecorded lease dated February 25, 2004 by and between Market Street Cottonwoods, L.L.C., a Utah limited liability company (Landlord) and Gastronomy, Inc., a Utah corporation (Tenant), as disclosed in that certain Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate recorded January 8, 2018 as Entry No. 12693950 in Book 10636 at Page 7796 of official records.

47. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).

48. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

49. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.