13152359 12/20/2019 12:24:00 PM \$40.00 Book - 10875 Pg - 5173-5184 RASHELLE HOBBS Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 12 P.

Please Return To:

Mauricio Cuellar, Esquire Reed Smith LLP Three Logan Square 1717 Arch Street, Suite 3100 Philadelphia, PA 19103 (215) 851-8183

Tax Parcel Nos.:15-01-478-018-0000 and 15-01-478-019-0000

(Space above for Recorder's use only.)

#932376

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS that on this 19th day of December, 2019, to be effective as of the 19th day of December, 2019, RL QOZB LLC, a Delaware limited liability company with its principal place of business at 625 South State Street, Suite D, Salt Lake City, Utah 84111 (hereinafter called "Assignor"), for good and valuable consideration given by SF V BRIDGE III, LP, a Delaware limited partnership with an address of c/o Stabilis Capital Management, LP, 767 Fifth Avenue, 12th Floor, New York, New York 10153 (hereinafter called "Assignee"), hereby conveys, transfers and assigns unto Assignee, its successors and assigns, all the rights, interest and privileges which Assignor as lessor has and may have in the leases, subleases, contracts, licenses or other agreements, or by virtue of any guaranty or surety agreement with respect to the tenant's obligations under any of such leases, now existing or hereafter made and affecting the Property (as hereinafter defined) or any part thereof, as any such document may have been, or may from time to time be hereafter modified, extended and renewed (collectively the "Leases").

TOGETHER with (a) all rents, revenues, issues, income, receipts, profits, lodging revenues, hotel revenues and other amounts now or hereafter becoming due to Assignor under the Leases or otherwise from or out of the Property or any part thereof (whether due for the letting of space, for services, materials or installations supplied by Assignor or for any other reason whatsoever), including without limitation all insurance, tax and other contributions, insurance proceeds, condemnation awards, tenant reimbursements, lease buyout payments, damages following defaults by tenants under the Leases ("Tenants"), cash or securities deposited by Tenants or letters of credit posted to secure performance of their obligations under the Leases, and all other extraordinary receipts, and all proceeds thereof, both cash and non-cash (all of the foregoing being hereinafter collectively called the "Rents") and all rights to direct the payment of, make claim for, collect, receive and receipt for the Rents; (b) all claims, rights, privileges and remedies on the part of Assignor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease; (c) all rights, powers and

privileges of Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and (d) all other claims, rights, powers, privileges and remedies of Assignor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that Assignor is entitled to do thereunder or with respect thereto.

THIS ASSIGNMENT is being delivered simultaneously with the delivery of (i) that certain promissory note in the principal sum of TWENTY THREE MILLION SEVEN HUNDRED FIFTY THOUSAND 00/100 DOLLARS (\$23,750,000.00 of even date herewith from Assignor to Assignee (as amended, modified or supplemented from time to time, the "Note"), (ii) that certain deed of trust, fixture filing, assignment of rents, and security agreement of even date herewith from Assignor to Assignee (as amended, modified or supplemented from time to time, the "Deed of Trust") given to secure payment and performance of the obligations under the Note and in connection with any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) with Assignee or any of its affiliates, and covering real property located in the Salt Lake City, Salt Lake County Utah and more particularly described in Exhibit "A" attached hereto (the "Property"), and (iii) that certain loan agreement of even date herewith between Assignor and Assignee (as amended, modified or supplemented from time to time, the "Loan Agreement") (which Note, Deed of Trust, Loan Agreement and all other documents executed in connection therewith are hereinafter collectively referred to as the "Loan Documents").

THIS ASSIGNMENT is a present, absolute and unconditional assignment from Assignor to Assignee; subject, however, to the right of Assignor, in each case to the extent not prohibited by the terms hereof or by any other Loan Document: (i) to receive and use the Rents during any period for which rent payments are directed by Assignee to be paid to Assignor pursuant to the provisions of Paragraph 1 below (provided that, notwithstanding such direction, Assignor shall have no right to receive and use the Rents arising from said Leases after the occurrence of an Event of Default) and (ii) to exercise all rights, powers, privileges and remedies available to the landlord under the Leases (provided that, after the occurrence of an Event of Default, Assignee shall have the sole right to exercise all rights, powers, privileges and remedies available under the Leases). Capitalized terms used and not specifically defined herein have the meanings given such terms in the Loan Agreement. This Assignment is further subject to the following terms and conditions:

- 1. The acceptance of this Assignment and the collection of Rents hereby assigned shall not constitute a waiver of any rights of Assignee under the terms of the Loan Documents. It is expressly understood and agreed by the parties hereto that until an Event of Default occurs, Assignor shall have the right to collect, but not prior to accrual, such Rents and to retain, use and enjoy the same; provided, however, that even before an Event of Default occurs no Rents shall be collected or accepted more than one (1) month in advance without the prior written consent of Assignee.
- 2. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court proceeding involving any of the lessees of any

portion of the Property in any bankruptcy, insolvency or reorganization proceedings in any state or Federal court and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

- Assignor, during the existence of an Event of Default, hereby authorizes Assignee, at its option, to enter and take possession of the Property with or without foreclosing or other legal action, and to manage and operate the same, to collect all or any Rents accruing therefrom and from such Leases, to collect all or any sums due or becoming due under such guaranties and surety agreements, to let or relet the Property or any part thereof, to make, cancel and modify Leases, guaranties and surety agreements, evict lessees, bring or defend any suits in connection with the possession of the Property in its own name or Assignor's name, to make such repairs as Assignee deems appropriate, and to perform such other acts in connection with the management and operation of the Property as Assignee, in its sole discretion, may deem proper. Upon the occurrence of any such Event of Default, Assignor shall deliver to Assignee all Leases of the Property or of any portion thereof. Without limiting the foregoing, at any time during the existence of an Event of Default hereunder, Assignee may elect to have all Rents assigned hereunder paid directly to Assignee and Assignee may notify the tenants or any other party or parties in possession of the Property or party to the Leases to pay all of the Rents directly to Assignee, for which a copy of this Assignment shall be sufficient warrant. Assignor hereby irrevocably authorizes any and all Tenants under the Leases and any guarantor to rely upon and comply with any notice or demand by Assignee for the payment to Assignee of any Rents due or to become due and Assignee shall provide a copy of such notices or demands to Assignor. Upon such notice from Assignee to the tenants under the Leases, the tenants under the Leases are hereby authorized and directed to pay all Rents directly to Assignee, unless or until Assignee otherwise directs said tenants. Each tenant's account with Assignor shall be credited with the amount of all Rents so paid by such tenant to Assignee. Assignor covenants and agrees to release and hold harmless all tenants under the Leases from any claim on account of any such payments made directly to Assignee. Assignee shall not be required to take possession of the Property in order to exercise its rights under this paragraph, nor shall Assignee be deemed to have taken possession of the Property by reason of any exercise by Assignee of its rights under this paragraph.
- 4. All sums collected and received by Assignee out of the Rents shall be applied to the payment of any or all of the following in such order and amount as Assignee, in Assignee's sole discretion, may elect: the costs of management, repairs and upkeep of the Property, including the purchase of such additional furniture, fixtures, and equipment as Assignee in its sole discretion deems necessary for the maintenance of a proper rental value of the Property; all taxes, assessments, premiums for public liability insurance and insurance premiums payable by Assignor or other owner as provided in the Deed of Trust and any taxes imposed upon or collectible by Assignee under any Federal or state law or any law or ordinance enacted by any political subdivision thereof, or any supplements or amendments thereto, and/or on account and in reduction of the indebtedness secured by the Loan Documents and interest accrued thereon, provided, however, that no credit shall be given by Assignee for any sum or sums received from

the Rents until the money collected is actually received at the address of Assignee herein specified and no credits shall be given for any uncollected Rents or other uncollected amounts.

- Assignee may, after occurrence of an Event of Default, from time to time appoint and dismiss such agents or employees as shall be necessary for the collection of the Rents and for the proper care and operation of the Property and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority for Assignor's benefit to manage the Property and to do all acts relating to such management, including among other things, the making of new Leases in the name of Assignor or otherwise, the alteration or amendment of existing Leases, the authorization of repairs or replacements to maintain the building or buildings and chattels situated upon the Property in good and tenantable condition, and the making of such alterations or improvements, as, in the judgment of Assignee, may be necessary to maintain or increase the income from the Property. Assignee shall have the sole control of such agents or employees whose remuneration shall be paid out of the Rents at such rate as Assignee shall deem appropriate and Assignor hereby expressly releases Assignee from any liability to Assignor for the acts of such agents.
- 6. The collection and application of the Rents to the indebtedness secured by the Loan Documents or as otherwise above provided shall not constitute a waiver of any default which might at the time of application or thereafter exist under the other Loan Documents, and the payment of the indebtedness secured by such instruments may be accelerated in accordance with their terms, notwithstanding such application.
- 7. The receipt by Assignee of any Rents pursuant to this Assignment, after the institution of foreclosure or sale proceedings under the Deed of Trust, shall not cure such default or affect such proceedings or any sale pursuant thereto.
- Prior to a Foreclosure Event, Assignee shall not be obligated to perform or discharge, nor does it by acceptance hereof undertake to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of such Leases, and Assignor shall and hereby does agree to indemnify and defend Assignee for, and to save it harmless from and against any and all claims, demands, liabilities, judgments, costs, expenses, losses or damages arising out of or resulting from any of such Leases, guaranties, surety agreements or by reason of Assignee being required, for any reason whatsoever, to perform or discharge any obligation, duty or liability thereof and/or by reason of the assertion, by any person, firm, corporation or governmental authority of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the terms, covenants, or agreements contained in said Leases or otherwise as a result of this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of the Property upon Assignee, or make Assignee responsible or liable for any actions or inactions in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or other person. Should Assignee incur any liability, judgment, loss, cost, expense or damage under said Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including, without limitation, all costs, expenses, and attorney's fees of Assignee, shall be secured hereby, and by the other Loan Documents, and Assignor shall reimburse Assignee

therefor immediately upon demand together with interest until the date of payment at the Default Rate (as such term is defined in the Note), unless resulting from the gross negligence or willful misconduct of Assignee. Upon the failure of Assignor to do so, Assignee may declare all sums secured hereby immediately due and payable.

- 9. Assignor covenants to observe and perform all of the obligations to be imposed upon the lessor in said Leases and not to do or permit anything to be done to impair the security thereof; not to collect any of the Rents arising or accruing from the Property more than one (1) month in advance of the time when the same shall become due under the terms of said Leases; not to discount any future accruing rents; and not to execute any other assignment of rents and leases of the Property.
- Assignor covenants and represents that Assignor has title to, and full right to assign such Leases, the Rents due or to become due thereunder, and any guaranty or surety agreement with respect to the tenant's obligations under any of such Leases; that the terms of such Leases, guaranties and surety agreements have not been changed from the terms in the copies of any such Leases, guaranties and surety agreements submitted to Assignee for approval; that no other assignment of any interest therein has been made; that there are no existing defaults under the provisions thereof; and that Assignor will not hereafter cancel, surrender or terminate any of such Leases or guaranties and surety agreements, exercise any option which might lead to such termination, or change, alter or modify them, or consent to the release of any party liable thereunder or to the assignment of the lessees' interest under any such Leases or guaranties or surety agreements without the prior written consent of Assignee, which consent may be withheld, conditioned or delayed in Assignee's sole and commercially reasonable discretion. Assignor further covenants and represents that Assignor will not enter into any new Leases of the Property without the prior written consent of Assignee, such consent not to be unreasonably withheld, conditioned or delayed, all of which Leases shall be on a standard lease form approved by Assignee. If Assignee fails to respond to a request for consent to enter a Lease within ten (10) Business Days of receipt of a request from Assignor, then Assignee shall be deemed to have not accepted such Lease.
- 11. Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any lessee under any of such Leases and to any guarantor of any such Lease.
- 12. A violation of any of the covenants, representations and provisions contained in this Assignment by Assignor shall be deemed an Event of Default hereunder and under the terms of the other Loan Documents.
- 13. A default by Assignor under any of the terms of the Leases assigned herein shall be deemed an Event of Default hereunder and under the terms of the other Loan Documents. Any and all expenditures made by Assignee in curing such a default on Assignor's behalf, with interest thereon at the Default Rate shall become part of the debt secured by this Assignment and the other Loan Documents.

- 14. Assignee shall not be deemed to be an agent, partner or joint venturer of Assignor or of any other person, and nothing herein contained shall be construed to impose any liability upon Assignee by reason of the assignment granted hereby.
- 15. If any provision of this Assignment or the application thereof is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall not be affected thereby, and each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. When the context so requires, the use of the singular herein shall include the plural and conversely, and the use of any gender herein shall include all genders.
- 16. This Assignment has been delivered to and accepted by Assignee and will be deemed to be made in the State of New York. This Assignment shall be interpreted and the rights and liabilities of Assignor and Assignee determined in accordance with the law of the State of New York without giving effect to principles of conflict or choice of laws, except that the laws of the State of Texas shall govern the creation, perfection, enforcement and foreclosure of the liens created hereunder on the Mortgaged Property or any interest Assignor agrees that any controversy arising under or in relation to this Assignment shall, at Assignee's sole election be either (i) litigated in the appropriate State or Federal Court in New York, pursuant to § 5-1402 of the New York General Obligations Law, or (ii) be heard in the Commercial Division, New York State Supreme Court, as described in (b) below, or if Assignee initiates such action, any court in which Assignee shall initiate such action and which has jurisdiction, or in the Commercial Division, New York State Supreme Court, as described in (b) below. Assignor irrevocably waives any claim that New York County, New York, or the Federal District Court for the Southern District of New York, is an inconvenient forum or an improper forum based on lack of venue should Assignee initiate litigation in such forum. Assignor does hereby designate _, as its authorized agent to accept and acknowledge and appoint on its behalf service of any and all process which may be served in any such suit, action or proceeding in any federal or state court in New York, New York, and agrees that service of process upon said agent at said address (or at such other office as may be designated, with Assignee's prior written consent, by Assignor from time to time in accordance with the terms hereof), and written notice of said service of Assignor mailed or delivered to Assignor in the manner provided herein shall be deemed in every respect effective service of process upon Assignor, in any such suit, action or proceeding in the State of New York. Should Assignor, after being so served, fail to appear or answer to any summons, complaint, process or papers so served within the number of days prescribed by law after the deliver thereof, Assignor shall be deemed in default and an order and/or judgment may be entered by the court against Assignor as demanded or prayed for in such summons, complaint, process or papers. The exclusive choice of forum for Assignor set forth in this section shall not be deemed to preclude the enforcement, by Assignee, of any action to enforce the same in any other appropriate jurisdiction, and Assignor hereby waives the right, if any, to collaterally attack any such judgment or action.

- (b) Should Assignee so elect, and subject to the requirements for a case to be heard in the Commercial Division, Assignor hereby agrees to submit to the exclusive jurisdiction of the Commercial Division, New York State Supreme Court, and to the application of the Court's accelerated procedures, in connection with any dispute, claim or controversy arising out of or relating to this Assignment, or the breach, termination, enforcement or validity thereof. For reference only, see Rule 9 of the Rules for Practice for the Commercial Division (22 NYCRR § 202.70).
- 17. This Assignment cannot be modified or terminated except with the prior written consent of Assignee and the Assignor.
- 18. All notices and other communications under this Assignment shall be in writing and shall be sent to the party to receive such notice at its address set forth in the heading of this Assignment, or to such other address as either party may designate from time to time by notice to the other in the manner set forth herein. A notice shall, for all purposes, be deemed given and received: (a) if hand delivered to a party, when the copy of the notice is receipted; (b) if given by a nationally recognized and reputable overnight delivery service company, the day on which the notice is delivered by the delivery service company to such party; or (c) if given by certified mail, return receipt requested, two (2) business days after it is posted with the United States Postal Service.
- 19. The affidavit of any officer, supervisor, or attorney of Assignee alleging that any part of the indebtedness secured by this Assignment and the other Loan Documents remains unpaid or that any provision hereof has been breached shall be and constitute evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon. Upon any Event of Default claimed by Assignee, a demand on any lessee under said Leases by Assignee for the payment of rent or other charges shall be sufficient warrant to the lessee to make all such future payments to Assignee without the necessity for further consent by Assignor and notwithstanding any objections made by Assignor.
- 20. Assignor and Assignee (by its acceptance hereof) irrevocably waive jury trial and the right thereto in any and all disputes involving Assignee or Assignee's parent, affiliates or related entities or any officer, employee, director, shareholder, attorney or partner of any of them, whether hereunder or under any other agreements, notes, papers, instruments or documents heretofore or hereafter executed or any other contract whether similar or dissimilar. This shall be deemed a covenant enforceable independently of all other provisions of this Assignment.
- 21. Assignee may take or release security for the obligations under the Loan Documents; may release any party primarily or secondarily liable for any such obligations; may grant extensions, renewals or indulgences with respect to such indebtedness; and may apply any security therefor held by it to the satisfaction of the indebtedness secured hereby or arising hereunder without prejudice to any of its rights hereunder.

- 22. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Documents. This Assignment is made by Assignor and may be accepted by Assignee without in any way limiting or constricting any of the rights, powers and remedies possessed by Assignee under the terms of the Loan Documents. The right of Assignee to collect any indebtedness secured hereby and to enforce any other security therefor may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by Assignee under this Assignment. All rights and remedies of Assignee hereunder may be exercised by Assignee, or by a duly appointed receiver for the Property appointed at the request of Assignee, its successors or assigns.
- Upon receipt by Assignor, from time to time, of any security deposits (including draws under letters of credit posted to secure performance of Tenants' obligations under the Leases), prepaid rents (other than prepaid rent for the next succeeding calendar month), downpayments, termination fees or similar payments by a lessee, licensee or other user of all or a portion of the Property, Assignor will deposit such sums in the Operating Account. Assignor will give written authorization to Operating Account Bank to permit Assignee to receive any information requested by Assignee as to the status and balance of such Operating Account. Assignor will give Assignor written notice of the name and address of the applicable bank and the account number of any such escrow account. Assignor will also give written authorization to such bank to permit Assignee to receive any information requested by Assignee as to the status and balance of such account. Said sums shall be held in trust by Assignor and disbursed only upon the prior written approval of Assignee, such approval not to be unreasonably withheld, conditioned or delayed. Assignor hereby assigns to Assignee all of its rights to such bank account as collateral security for the obligations secured by this Assignment and Assignor agrees that upon an Event of Default, such sums shall, at the election of Assignee, be payable to Assignee and applied to the obligations of Assignor to Assignee under the Loan Documents as Assignee determines in its sole discretion.
- 24. This Assignment shall inure to the benefit of Assignee, its successors and assigns, and any holder of the Note and other Loan Documents and shall be binding upon Assignor, and its legal representatives, successors and assigns.
- 25. This Assignment is in addition to any assignment of leases in the Deed of Trust. Assignor will, on request of Assignee, execute further assignments of any future leases affecting all or any part of the Property and further assignments of any guaranties or surety agreements made in connection therewith, including without limitation documentation requested by Assignee in connection with the Federal Assignment of Claims Act with respect to leases with the federal government.
- 26. Upon payment and discharge in full of Assignor's obligations under the Loan Documents as indicated by the duly recorded satisfaction or release of the Property from the lien of the Deed of Trust, this Assignment shall be deemed terminated and of no further force or effect, and all Leases and other rights assigned to Assignee hereunder shall be deemed to have been assigned to Assignor. The duly recorded satisfaction or release of the Property from the

lien of the Deed of Trust shall render this Assignment void. The duly recorded release of any part of the Property shall render this Assignment void as to such part only.

- 27. This Assignment and the other Loan Documents contain powers of attorney given by Assignor to Assignee. Such powers are coupled with an interest and are for the sole benefit of Assignee. Assignee, as agent for Assignor under the powers of attorney, is not a fiduciary for Assignor. Assignee, in exercising any of its rights or powers pursuant to the powers of attorney, may do so for the sole benefit of Assignee and not for Assignor.
- 28. THIS ASSIGNMENT AND THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND SUPERSEDE ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, WHETHER WRITTEN OR ORAL, RELATING TO THE TRANSACTIONS PROVIDED FOR HEREIN AND THEREIN. ADDITIONALLY, THIS ASSIGNMENT AND THE LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.
- 29. This Assignment is subject to the Utah Uniform Assignment of Rents Act, Utah Code Annotated, Section 57-26-101 et seq. (the "Act"), and in the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Act, the provisions of the Act shall control and Beneficiary shall have all rights and remedies available under the Act, which rights and remedies shall be cumulative with all rights and remedies hereunder.

[Signature Page on Immediately Succeeding Page]

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

RL QOZB LLC, a Delaware limited liability company

Name: Thomas Lee, As Manager of RL GROUP LLC.

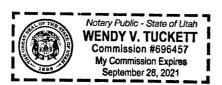
Title: Authorized Signatory 208

STATE OF UTAH) SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared Nomes (Lee , Authorized Signatory of RL QOZB, LLC, a Delaware limited liability company, and who acknowledged before me to hold the title set forth in the foregoing instrument, that he signed such instrument on behalf of said company by proper authority, and that the instrument was the act of said limited liability company for the purpose therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at this day of December, 2019.

(seal)



Wendy V. Juckett Notary Public

My Commission Expires: Septembral, 2021

[Signature Page to Assignment of Rents and Leases]

EXHIBIT "A" Legal Description

EXHIBIT 'A'

File No.:

NCS-932376-WA1 (II)

Property:

161 West 600 South, Salt Lake City, UT 84101

PARCEL 1:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 23, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 00°01'07" WEST, A DISTANCE OF 214.959 FEET ALONG THE WEST LINE OF BLOCK 23; THENCE NORTH 89°57'31" EAST, A DISTANCE OF 115.537 FEET; THENCE NORTH 00°01'07" WEST, A DISTANCE OF 115.040 FEET TO THE NORTH LINE OF BLOCK 23; THENCE NORTH 89°57'31" EAST, A DISTANCE OF 400.416 FEET ALONG THE NORTH LINE OF BLOCK 23; THENCE SOUTH 00°01'08" EAST, A DISTANCE OF 113.789 FEET; THENCE SOUTH 66°56'14" WEST, A DISTANCE OF 21.743 FEET; THENCE SOUTH 00°01'08" EAST, A DISTANCE OF 42.765 FEET; THENCE SOUTH 89°57'31" WEST 1.005 FEET; THENCE SOUTH 00°01'13" EAST 82.529 FEET; THENCE NORTH 89°57'31" EAST 165.059 FEET; THENCE SOUTH 00°01'07" EAST 140.241 FEET ALONG THE EAST LINE OF BLOCK 23; THENCE SOUTH 89°57'31" WEST, A DISTANCE OF 165.054 FEET; THENCE SOUTH 00°01'08" EAST, A DISTANCE OF 41.264 FEET; THENCE SOUTH 89°57'31" WEST, A DISTANCE OF 165.035 FEET TO THE WEST LINE OF LOT 8, BLOCK 23; THENCE NORTH 00°01'09" WEST, A DISTANCE OF 99.036 FEET TO THE NORTHWEST CORNER OF LOT 8; THENCE SOUTH 89°57'31" WEST, A DISTANCE OF 329.913 FEET ALONG THE SOUTH LINE OF LOT 4 TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT WHICH IS NORTH 00°01'07" WEST 1.501 FEET FROM THE NORTHEAST CORNER OF LOT 7, BLOCK 23, PLAT "A", SALT LAKE CITY SURVEY, RUNNING THENCE SOUTH 89°57'31" WEST 132.048 FEET; THENCE NORTH 00°01'08" WEST 64.465 FEET; THENCE NORTH 89°57'31" EAST 132.045 FEET TO THE EAST LINE OF BLOCK 23; THENCE ALONG SAID LINE SOUTH 00°01'07" EAST 64.465 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A NON EXCLUSIVE RIGHT OF WAY AS DISCLOSED BY QUIT CLAIM DEED RECORDED JUNE 27, 2008 AS ENTRY NO. 8707718 IN BOOK 8827 AT PAGE 4285 OF THE OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 132 FEET WEST FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 23, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 165 FEET; THENCE WEST 32 FEET; THENCE NORTH 42.75 FEET; THENCE IN A NORTHEASTERLY DIRECTION 21.75 FEET TO A POINT 144 FEET WEST AND 113.75 FEET SOUTH OF THE NORTHEAST CORNER OF SAID BLOCK 23; THENCE NORTH 113.75 FEET TO THE NORTH LINE OF SAID BLOCK 23; THENCE EAST 12 FEET TO THE POINT OF BEGINNING.

A.P.N. 15-01-478-018-0000 and 15-01-478-019-0000