

**WHEN RECORDED, RETURN TO:**

Greenberg Traurig LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Attn: Michael Baum

13959408 B: 11342 P: 8272 Total Pages: 6  
05/26/2022 04:54 PM By: zjorgensen Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

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Space Above Line for Recorder's Use

Tax Parcel I.D. No. 08-36-205-047

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED ("**Deed**") is executed this 26th day of May, 2022, by and between WW SLC OWNER VIII, L.L.C., a Delaware limited liability company ("**Grantor**"), whose address is c/o Walton Street Capital, L.L.C., 900 North Michigan Ave., Suite 1900, Chicago, Illinois 60611, and HARVEST UT OWNER LLC, a Delaware limited liability company ("**Grantee**"), whose address is c/o Cadre, 419 Park Avenue South, 12th Floor, New York, NY 10016.

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee all of Grantor's right, title and interest in the real property legally described on **Exhibit A** attached hereto (the "Property").

TOGETHER WITH, any and all of Grantor's right, title and interest, if any, in and to all privileges, easements, tenements, hereditaments, rights-of-way, and appurtenances that belong or appertain to the Property and are owned by or run in favor of Grantor, including, but not limited to: (i) any and all rights to minerals, oil, gas, hydrocarbon substances, and other materials or substances on and under the Property, as well as any and all development rights and approvals, air rights, water, and appurtenant water rights that pertain to or are associated with the Property, and (ii) any and all buildings, structures, landscaped areas (including, without limitation, plants, trees, shrubbery, and other landscaping improvements), and other improvements of every kind and nature presently situated on, in, under, or about the Property, and (iii) all of Grantor's rights, title, and interests, if any, in any land and related improvements lying in any street, road, or public ways in front of, adjacent to, or adjoining, the Property.

SUBJECT ONLY to the Permitted Exceptions listed on **Exhibit B** attached hereto.

Grantor hereby binds itself, its successors and assigns, to warrant and defend the grant and conveyance unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, GRANTOR has caused this Deed to be executed as of the date first above written.

**GRANTOR:**

WW SLC OWNER VIII, L.L.C.,  
a Delaware limited liability company

By: WW SLC Partners VIII, L.L.C.,  
a Delaware limited liability company,  
its Sole Member

By: WW SLC Holdings VIII, L.L.C.,  
a Delaware limited liability company,  
a Member

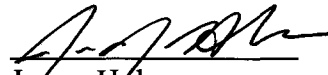
By: W SLC Investors VIII, L.L.C.,  
a Delaware limited liability company,  
a Member

By: Walton Acquisition Holdings VIII, L.L.C.,  
a Delaware limited liability company,  
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,  
a Delaware limited partnership,  
its Managing Member

By: Walton Street Managers VIII, L.P.,  
a Delaware limited partnership,  
its General Partner

By: WSC Managers VIII, Inc.,  
a Delaware corporation,  
its General Partner

By:   
Name: James Holmes  
Title: Vice President

STATE OF Illinois )  
: ss.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 10 day of May, 2022,  
by James Holmes, the Vice President of WSC Managers VIII, Inc., a Delaware corporation, and  
that the foregoing instrument was signed on behalf of said entity.

  
Notary Public



EXHIBIT A  
To Special Warranty Deed  
PROPERTY DESCRIPTION

PARCEL 1:

A parcel of land lying and situate in the Northeast quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the East line of 300 West Street and the Southwest corner of Lot 2, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence North 00°01'28" East 513.17 feet along the East right of way line of 300 West Street; thence North 89°59'33" East 201.90 feet along the South right of way line of 600 North Street; thence South 00°01'15" West 177.50 feet; thence North 89°59'33" East 7.71 feet; thence South 00°01'15" West 161.36 feet; thence North 89°56'19" West 90.22 feet; thence South 00°14'04" West 174.74 feet; thence North 89°51'18" West 118.76 feet to the point of beginning.

PARCEL 1A:

Easements as disclosed in that certain Master Declaration of Covenants, Conditions and Restrictions of Marmalade Block Development, recorded August 4, 2014 as Entry No. 11892206 in Book 10250 at Page 5468.

PARCEL 1B:

Easements as disclosed in that certain Easement recorded March 23, 2017, as Entry No. 12501445, in Book 10540, at Page 8110.

PARCEL 1C:

Easements as disclosed in that certain Easement Agreement recorded February 24, 2014 as Entry No. 11808936 in Book 10213 at Page 1795.

**EXHIBIT B**  
**To Special Warranty Deed**

1. Taxes for the year 2022 are a lien not yet due and payable at Date of Policy.
2. The herein described Land is located within the boundaries of Salt Lake City, Salt Lake Metropolitan Water District, Salt Lake City Mosquito Abatement District, Central Utah Water Conservancy District, West Capitol Hill Redevelopment Project Area, and is subject to any and all charges and assessments levied thereunder.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Claim, right, title or interest to water or water rights whether or not shown by the public records.
5. Notice of Location within an Historic District wherein said Land is located within the Salt Lake City Capitol Hill Historic District, recorded July 3, 1995 as Entry No. 6113553 in Book 7180 at Page 2015.  
  
Notice of Location within an Historic District wherein said Land is located within the Salt Lake City Capitol Hill Historic District, recorded August 8, 1995 as Entry No. 6137512 in Book 7202 at Page 1282.
6. Notice of Adoption of Redevelopment Plan Entitled "West Capitol Hill Redevelopment Plan", recorded July 22, 1996 as Entry No. 6410924 in Book 7448 at Page 960.
7. Salt Lake City Ordinance No. 92 of 1999 Enacting the Capitol Hill Community Master Plan, recorded November 29, 1999 as Entry No. 7522327 in Book 8326 at Page 75.
8. Salt Lake City Ordinance No. 55 of 2006 Rezoning Properties on the East and West Sides of 300 West Street, Between 500 North Street and 600 North Street, and Amending the Capitol Hill Master Plan, recorded February 9, 2011 as Entry No. 11131357 in Book 9904 at Page 3731.
9. Agreement for Sewer Line by and between Safeway Stores, Incorporated, a Nevada corporation and Frank Tavey and Emily L. Tavey, husband and wife, dated November 7, 1939 and recorded November 18, 1939 as Entry No. 869482 in Book 239 of Liens and Leases at Page 252. (exact location not disclosed)
10. Easements, notes and restrictions as shown on the recorded plat for Marmalade District, recorded January 15, 2014 as Entry No. 11789868 in Book 2014P at Page 9.

11. Easement Agreement by and between the Local Building Authority of Salt Lake City, Utah, a non-profit corporation acting as a public entity and instrumentality of the State of Utah performing essential governmental functions on behalf of Salt Lake City Corporation and the Redevelopment Agency of Salt Lake City, a public body, dated February 24, 2014 and recorded February 24, 2014 as Entry No. 11808936 in Book 10213 at Page 1795.

12. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Master Declaration of Covenants, Conditions, and Restrictions of Marmalade Block Development recorded August 4, 2014 as Entry No. 11892206 in Book 10250 at Page 5468, 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.

Supplemental Declaration and Designation by Owner, recorded August 4, 2014 as Entry No. 11892207 in Book 10250 at Page 5570.

13. Notice of Lot Consolidation and Lot Line Adjustment Approval, recorded January 20, 2017 as Entry No. 12458383 in Book 10522 at Page 3494.

14. Terms and Conditions of that certain Easement in favor of Redevelopment Agency of Salt Lake City, a public entity, its successors and assigns, recorded March 23, 2017, as Entry No. 12501445, in Book 10540, at Page 8110.

15. Utah Department of Transportation Drainage Agreement by and between Utah Department of Transportation and RDA of Salt Lake City, recorded May 14, 2018 as Entry No. 12771213 in Book 10674 at Page 862.

16. Emergency Vehicle Access Easement and No-Build Easement in favor of Salt Lake City Corporation, a Utah municipal corporation and its successors and assigns, recorded February 5, 2019 as Entry No. 12929867 in Book 10750 at Page 8220.

17. Underground Right of Way Easement in favor of Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, recorded February 20, 2019 as Entry No. 12936977 in Book 10754 at Page 1268.

18. Development Agreement between Redevelopment Agency of Salt Lake City and WW SLC Owner VIII, L.L.C., a Delaware limited liability company, recorded March 22, 2019 as Entry No. 12954844 in Book 10763 at Page 660.

First Amendment to Development Agreement, recorded August 13, 2020 as Entry No. 13360382 in Book 10998 at Page 3977.

Fourth Amendment to Development Agreement, recorded May \_\_\_\_\_, 2022 as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_.

19. Subsurface Improvements Easement by and between Salt Lake City Corporation, a Utah municipal corporation and WW SLC Owner VIII, LLC, a Delaware limited liability company, dated March 20, 2019 and recorded March 22, 2019 as Entry No. 12954846 in Book 10763 at Page 704.

20. Terms and provisions of that certain Lease to Occupy Public Property by and between Salt Lake City Corporation, a Utah municipal corporation and WW SLC Owner VIII, LLC, a Delaware limited liability company, as disclosed by a Memorandum of Lease to Occupy Public Property dated March 20, 2019 and recorded March 22, 2019 as Entry No. 12954847 in Book 10763 at Page 717.

Memorandum of Assignment of Lease recorded \_\_\_\_\_ as Entry No \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_.

21. Rights of tenants, as tenants only without options to purchase or rights of first refusal.

22. The following matters disclosed on that certain survey prepared by PSOMAS, having been certified under the date of \_\_\_\_\_, as Job No. 8CAL030100, by Shawn R. Vernon, a Professional Land Surveyor holding License No. 8744084:

- a. Existing utilities, including but not limited to: sanitary sewer line and cleanouts; storm drain line and manhole; water line located on and across the Land without recorded easements
- b. Existing walls not located on boundary line

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Harvest UT Owner LLC, a Delaware limited liability company to Cottonwood Title Insurance Agency, Inc., a Utah corporation, Trustee for the benefit of Mesa West Core Lending Fund, LLC, a Delaware limited liability company, in the principal sum of \$91,000,000.00 dated \_\_\_\_\_ and recorded \_\_\_\_\_ as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_.

**WHEN RECORDED, RETURN TO:**

Greenberg Traurig LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Attn: Michael Baum

13959409 B: 11342 P: 8278 Total Pages: 7  
05/26/2022 04:54 PM By: zjorgensen Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
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1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

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Space Above Line for Recorder's Use

Tax Parcel I.D. No. 08-36-205-047

**QUITCLAIM DEED**

THIS QUITCLAIM DEED (“Deed”) is executed this 26th day of May, 2022, by and between WW SLC OWNER VIII, L.L.C., a Delaware limited liability company (“Grantor”), whose address is c/o Walton Street Capital, L.L.C., 900 North Michigan Ave., Suite 1900, Chicago, Illinois 60611, and HARVEST UT OWNER LLC, a Delaware limited liability company (“Grantee”), whose address is c/o Cadre, 419 Park Avenue South, 12th Floor, New York, NY 10016.

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee all of Grantor's right, title and interest in the real property legally described on **Exhibit A** attached hereto (the “Property”).

TOGETHER WITH, any and all of Grantor's right, title and interest, if any, in and to all privileges, easements, tenements, hereditaments, rights-of-way, and appurtenances that belong or appertain to the Property and are owned by or run in favor of Grantor, including, but not limited to: (i) any and all rights to minerals, oil, gas, hydrocarbon substances, and other materials or substances on and under the Property, as well as any and all development rights and approvals, air rights, water, and appurtenant water rights that pertain to or are associated with the Property, and (ii) any and all buildings, structures, landscaped areas (including, without limitation, plants, trees, shrubbery, and other landscaping improvements), and other improvements of every kind and nature presently situated on, in, under, or about the Property, and (iii) all of Grantor's rights, title, and interests, if any, in any land and related improvements lying in any street, road, or public ways in front of, adjacent to, or adjoining, the Property.

SUBJECT ONLY to the Permitted Exceptions listed on **Exhibit B** attached hereto.

[Remainder of Page Intentionally Left Blank]





EXHIBIT A  
To Quitclaim Deed  
PROPERTY DESCRIPTION

PARCEL 1:

A parcel of land lying and situate in the Northeast quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the East line of 300 West Street and the Southwest corner of Lot 2, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence North 00°01'28" East 513.17 feet along the East right of way line of 300 West Street; thence North 89°59'33" East 201.90 feet along the South right of way line of 600 North Street; thence South 00°01'15" West 177.50 feet; thence North 89°59'33" East 7.71 feet; thence South 00°01'15" West 161.36 feet; thence North 89°56'19" West 90.22 feet; thence South 00°14'04" West 174.74 feet; thence North 89°51'18" West 118.76 feet to the point of beginning.

PARCEL 1A:

A nonexclusive easement, appurtenant to Parcel 1 above, for vehicular and pedestrian ingress and egress, as defined and disclosed in that certain Master Declaration of Covenants, Conditions and Restrictions of Marmalade Block Development, recorded August 4, 2014 as Entry No. 11892206 in Book 10250 at Page 5468.

PARCEL 1B:

An easement for the construction, reconstruction, maintenance, repair, replacement, and removal of footings attached to a retaining wall as defined and disclosed in that certain Easement recorded March 23, 2017, as Entry No. 12501445, in Book 10540, at Page 8110.

PARCEL 1C:

A non-exclusive right-of-way and easement, appurtenant to a portion of Parcel 1 above, for utility purposes, as defined and disclosed in that certain Easement Agreement recorded February 24, 2014 as Entry No. 11808936 in Book 10213 at Page 1795.

PARCEL 2:

A parcel of land lying and situate in the northeast quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Commencing at a point on the South line of 600 North Street and the Northeast corner of Lot 3, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence South 89°59'33" West 53.68 feet along the South right of way line of 600 North Street to the point of beginning; thence South 89°59'33" West 148.22 feet; thence South 00°01'28" West 513.17 feet along the East right of way line of 300 West Street; thence South 89°51'18" East 39.37 feet; thence South 1.50 feet; thence North 89°51'18" West 43.37 feet; thence North 00°01'28" East 37.12 feet; thence West 14.00 feet; thence North 00°01'28" East 7.00 feet; thence East 14.00 feet; thence North 00°01'28" East 211.74 feet; thence West 10.50 feet; thence North 00°01'28" East 15.25 feet; thence East 10.50 feet; thence North 00°01'28" East 181.64 feet; thence West 13.50 feet; thence North 00°01'28" East 7.00 feet; thence East 13.50 feet; thence North 00°01'28" East 60.91 feet; thence North 89°59'33" East 152.22 feet; thence South 6.00 feet to the point of beginning.

PARCEL 3:

ACTIVE 64985186v1

A parcel of land lying and situate in the Northeast quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Commencing at the Southwest corner of Lot 2, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence South  $89^{\circ}51'18''$  East 118.76 feet along the South line of said Lot 2; thence North  $00^{\circ}14'04''$  East 113.18 feet along the Southerly exterior of said Lot 2 to the point of beginning; thence North  $00^{\circ}14'04''$  East 8.00 feet along the Southerly exterior of said Lot 2; thence East 3.51 feet; thence South 8.00 feet; thence West 3.55 feet to the point of beginning.

EXHIBIT B  
To Quitclaim Deed

1. Taxes for the year 2022 are a lien not yet due and payable at Date of Policy.
2. The herein described Land is located within the boundaries of Salt Lake City, Salt Lake Metropolitan Water District, Salt Lake City Mosquito Abatement District, Central Utah Water Conservancy District, West Capitol Hill Redevelopment Project Area, and is subject to any and all charges and assessments levied thereunder.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Claim, right, title or interest to water or water rights whether or not shown by the public records.
5. Notice of Location within an Historic District wherein said Land is located within the Salt Lake City Capitol Hill Historic District, recorded July 3, 1995 as Entry No. 6113553 in Book 7180 at Page 2015.  
  
Notice of Location within an Historic District wherein said Land is located within the Salt Lake City Capitol Hill Historic District, recorded August 8, 1995 as Entry No. 6137512 in Book 7202 at Page 1282.
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12. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Master Declaration of Covenants, Conditions, and Restrictions of Marmalade Block Development recorded August 4, 2014 as Entry No. 11892206 in Book 10250 at Page 5468, 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.

Supplemental Declaration and Designation by Owner, recorded August 4, 2014 as Entry No. 11892207 in Book 10250 at Page 5570.

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Memorandum of Assignment of Lease recorded \_\_\_\_\_ as Entry No \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_.

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22. The following matters disclosed on that certain survey prepared by PSOMAS, having been certified under the date of \_\_\_\_\_, as Job No. 8CAL030100, by Shawn R. Vernon, a Professional Land Surveyor holding License No. 8744084:

- a. Existing utilities, including but not limited to: sanitary sewer line and cleanouts; storm drain line and manhole; water line located on and across the Land without recorded easements
- b. Existing walls not located on boundary line

23. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Harvest UT Owner LLC, a Delaware limited liability company to Cottonwood Title Insurance Agency, Inc., a Utah corporation, Trustee for the benefit of Mesa West Core Lending Fund, LLC, a Delaware limited liability company, in the principal sum of \$91,000,000.00 dated \_\_\_\_\_ and recorded \_\_\_\_\_ as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at Page \_\_\_\_\_.