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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: ADVANTAGE TITLE
201 OLD COUNTRY RD STE 200MELVILLE, NY 117472731

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

Nelson Mullins Riley & Scarborough
LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Rusty A. Fleming, Esq.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Tax Parcel No. 15-01-428-026-0000

370-390 SOUTH WEST TEMPLE OWNER LLC, a Delaware limited liability company,
as assignor (Borrower)

to

PIPER CANYON PARTNERS LLC,
a Delaware limited liability company,
as assignee (Lender)

ASSIGNMENT OF LEASES AND RENTS

Dated: As of August 5, 2022

Location: 370-390 South West Temple, Salt Lake City, Utah
84101

County: Salt Lake

THIS ASSIGNMENT OF LEASES AND RENTS (this “**Assignment**”) made as of this 5th day of August, 2022, by **370-390 SOUTH WEST TEMPLE OWNER LLC**, a Delaware limited liability company, having its principal place of business at 120 Broadway, Suite 1340, New York, New York 10271 (“**Borrower**”), for the benefit of **PIPER CANYON PARTNERS LLC**, a Delaware limited liability company, having a mailing address at 130 East 59th Street, 13th Floor, Suite A, New York, New York 10022 (together with its successors and assigns, “**Lender**”).

W I T N E S S E T H:

WHEREAS, Borrower owns certain real property situated in Salt Lake County, Utah and more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “**Land**”);

WHEREAS, this Assignment is given in connection with a loan in the maximum principal amount of TWELVE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$12,350,000.00) (the “**Loan**”) made by Lender to Borrower, pursuant to that certain Loan Agreement dated as of the date hereof, between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and evidenced by that certain Promissory Note dated the date hereof made by Borrower to Lender (as same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Note**”);

WHEREAS, the Note is secured by, among other things, that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as the date hereof made by Borrower and for the benefit of Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Security Instrument**”) made by Borrower for the benefit of Lender; and

WHEREAS, Borrower desires to further secure the payment of the Debt (as defined in the Loan Agreement) and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lender, and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE I - ASSIGNMENT

Section 1.1. PROPERTY ASSIGNED. Borrower hereby absolutely and unconditionally assigns and grants to Lender, all of Borrower’s right, title and interest in and to the following property, rights, interests and estates, whether now owned or hereafter acquired by Borrower:

(a) Leases. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements made a part thereof (whether written or oral and whether now or hereafter in effect), pursuant to which any Person is granted, by Borrower, a possessory interest in, or a right to use or occupy, all or any portion of the

Land, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the “**Property**”), and any modification, amendment or other agreement relating to such leases, subleases, subsubleases (or any other agreements entered into in connection with such leases, subleases, subsubleases or other agreements), as well as every guarantee of performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Borrower, and its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. § 101 et seq., as same may be amended from time to time (the “**Bankruptcy Code**”) together with any extension, renewal or replacement of same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The “leases” described in Subsection 1.1(a), together with the leases and other agreements described in this Subsection 1.1(b), are hereinafter collectively referred to as the “**Leases**”.

(c) Rents. All rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Action) or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas royalties and bonuses, and any other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered and other considerations of whatever form or nature received by, paid to, for the account of or for the benefit of Borrower, Manager or any of their respective agents and/or employees from any and all sources relating to the use, enjoyment and occupancy of the Property, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the “**Rents**”).

(d) Bankruptcy Claims. All of Borrower’s claims and rights (the “**Bankruptcy Claims**”) to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) Lease Guaranties. All of Borrower’s right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a “**Lease Guaranty**”, and collectively, the “**Lease Guaranties**”) given by any guarantor in connection with any of the Leases or leasing commissions (individually, a “**Lease Guarantor**”, and collectively, the “**Lease Guarantors**”) to Borrower.

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including, without limitation, the immediate and continuing right, during the continuance of an Event of Default, to make claim for, receive and collect all Rents payable or receivable under the Leases, in addition to all sums payable under the Lease Guaranties or pursuant thereto (and to apply same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property, subject to the rights of tenants under the Leases, if any, in person, by agent or by court-appointed receiver to collect the Rents.

(i) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(j) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in Subsections 1.1(a) through 1.1(i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE II - TERMS OF ASSIGNMENT

Section 2.1. PRESENT ASSIGNMENT AND LICENSE BACK. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and the Loan Agreement, Lender grants to Borrower a revocable license until an Event of Default occurs to collect, receive, use and enjoy the Rents, as well as other sums due under the Lease Guaranties. Borrower shall, subject to the terms of the Loan Agreement, hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2. NOTICE TO LESSEES. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) has occurred and is continuing, and to continue so to do until otherwise notified by Lender.

Section 2.3. INCORPORATION BY REFERENCE. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE III - REMEDIES

Section 3.1. REMEDIES OF LENDER. Upon the occurrence and during the continuance of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all actual, out-of-pocket expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and/or such other employees or agents as Lender may deem necessary or desirable, together with all expenses of operating and maintaining the Property and all taxes, charges, claims, assessments, water charges, sewer rents and other liens and/or lienable charges, as well as all of the premiums for insurance which Lender may deem necessary or desirable and the costs of all alterations, renovations, repairs and replacements, and all expenses incident to the taking and retaining possession of the Property; and (b) the Debt, together with all actual out-of-pocket costs and reasonable actual attorneys' fees. In addition, upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may (1) at Borrower's expense, complete any construction on the Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, the right to obtain and evict tenants and the right to demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require Borrower to pay monthly in advance to Lender (or any receiver appointed to collect the Rents, as applicable) the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower, or (4) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise. Notwithstanding anything contained herein to the contrary, so long as such Event of Default is no longer continuing, and provided that the Debt has not been accelerated and no other Event of Default shall then exist, the license granted to Borrower in Section 2.1 shall be automatically reinstated without any further action of the parties (provided, however, that Borrower shall be authorized to notify all Persons to which Lender delivered notice under Section 2.2).

Section 3.2. OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note or the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note or the other Loan Documents (or otherwise with respect to the Loan) in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure).

Section 3.3. OTHER SECURITY. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4. NON-WAIVER. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties (and the application thereof as herein provided) shall not be considered a waiver of any Event of Default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in connection with the Loan in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5. BANKRUPTCY.

(a) Right to Proceed. Upon or at any time during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the

name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) Filing of Petition Under the Bankruptcy Code. If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten (10) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code, and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE IV - NO LIABILITY; FURTHER ASSURANCES

Section 4.1. NO LIABILITY OF LENDER. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default, except with respect to any loss resulting from Lender's fraud, illegal acts, gross negligence or willful misconduct as determined by a final non-appealable judgement of a court of competent jurisdiction. At all times prior to the revocation of the license pursuant to Section 2.1 hereof, Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and does hereby agree to protect, defend, indemnify and hold Lender harmless from and against, any and all claims, liability, loss, actual, out-of-pocket costs, actual damage or actual, out-of-pocket expenses, including reasonable actual attorney's fees, which Lender may or might incur by reason of: (a) the Leases or any Lease Guaranties; (b) this Assignment; or (c) any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties; provided, however, Borrower shall have no liability for any (i) losses which result from Lender's fraud, illegal acts, gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction, or (ii) consequential or punitive damages, except for consequential or punitive damages actually payable to a third party. Should Lender incur any such liability, the amount thereof, including costs, expenses and attorneys' fees, shall be secured by this Assignment and by the Security Instrument and the other Loan immediately upon Lender's demand therefor and upon the failure of Borrower so to do

Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the other Loan Documents immediately due and payable, subject to all applicable notice and cure periods provided for in the Loan Documents in connection with an Event of Default. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for (i) any waste committed on the Property by the tenants or any other parties, (ii) any dangerous or defective condition of the Property, including, without limitation, the presence of any Hazardous Substances, or (iii) any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger; provided, however, Borrower shall not be liable for losses which result from Lender's fraud, illegal acts, gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

Section 4.2. NO MORTGAGEE-IN-POSSESSION. Nothing herein contained shall be construed as constituting Lender a "mortgagee-in-possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise, of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3. FURTHER ASSURANCES. Borrower will, at the reasonable cost of Borrower and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require (a) for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, (b) for carrying out the intention or facilitating the performance of the terms of this Assignment, or (c) for the filing, registering or recording this Assignment. Furthermore, within five (5) Business Days of written demand, Borrower shall execute and deliver (and hereby authorizes Lender (in the event that Borrower fails to timely execute and deliver within five (5) Business Days following receipt of such demand) to execute in the name of Borrower to the extent Lender may lawfully do so) one or more financing statements, chattel mortgages and/or comparable security instruments for purposes of evidencing more effectively the lien and security interest hereof in and upon the Leases; provided that any such further actions or documents shall not increase any obligation of Borrower or diminish any right of Borrower.

ARTICLE V - MISCELLANEOUS PROVISIONS

Section 5.1. CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2. NO ORAL CHANGE. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in

writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3. GENERAL DEFINITIONS. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word “Borrower” shall mean “each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein”, the word “Lender” shall mean “Lender and any subsequent holder of the Note, the word “Note” shall mean “the Note and any other evidence of indebtedness secured by the Loan Agreement”, the word “Property” shall include any portion of the Property and any interest therein, the phrases “attorneys’ fees”, “legal fees” and “counsel fees” shall include any and all reasonable out-of-pocket attorney’s, paralegal and law clerk fees and disbursements of outside counsel, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4. INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision, unless such construction of this Assignment, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

Section 5.5. GOVERNING LAW. The governing law and related provisions contained in Section 11.3 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

Section 5.6. TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt, this Assignment shall become and be void and of no effect.

Section 5.7. NOTICES. All notices or other written communications hereunder shall be delivered in accordance with Section 11.6 of the Loan Agreement.

Section 5.8. WAIVER OF TRIAL BY JURY. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE NOTE, THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT, OR TO ANY ACTS OR OMISSIONS OF LENDER OR ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 5.9. RESERVED.

Section 5.10. SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.11. HEADINGS, ETC. The headings and captions of various Sections of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.


Section 5.12. JOINT AND SEVERAL LIABILITY. If more than one Person has executed this Assignment as “Borrower”, the obligations of all such Persons hereunder shall be joint and several.

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IN WITNESS WHEREOF, the Borrower has executed this Assignment of Leases and Rents the day and year first above written.

BORROWER:

370-390 SOUTH WEST TEMPLE OWNER LLC, a Delaware limited liability company

By: 
Name: Matthew G. Schwartz
Title: Authorized Signatory

STATE OF Utah
COUNTY OF Salt Lake

On this 3rd day of August, in the year 2022, before me, Alisha Lynn Cameron, a notary public, personally appeared Matthew G. Schwartz, Authorized Signatory of 370-390 South West Temple Owner LLC, a Delaware limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal

(Seal)


Notary Public

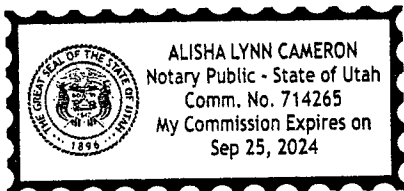


EXHIBIT "A"

Legal Description of Land

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 50, PLAT "A", SALT LAKE CITY SURVEY, THENCE SOUTH 89°58'00" WEST 214.5 FEET; THENCE NORTH 00°01'10" WEST 330 FEET; THENCE NORTH 89°58'00" EAST 49.5 FEET; THENCE SOUTH 00°01'10" EAST 13 FEET; THENCE NORTH 89°58'00" EAST 28.52 FEET; THENCE SOUTH 63.93 FEET; THENCE EAST 136.5 FEET; THENCE SOUTH 00°01'10" EAST 252.99 FEET TO THE BEGINNING.

APN: 15-01-428-026-0000