

Return to: Salt Lake County Recorder

C/O SSIEBER

2001 S State St #N1-600

Salt Lake City, UT 84109-1150

14082110 B: 11406 P: 3750 Total Pages: 17
03/15/2023 08:18 AM By: adavis Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SL CO RECORDER



RECORDER'S NOTICE

NOTICE IS HEREBY GIVEN BY THE SALT LAKE COUNTY RECORDER'S
OFFICE as follows:

This document is being recorded to cause an effect on taxed parcels as shown below, based on the following identified document(s) as previously recorded with this office and subjected to the conditions set forth.

This Notice is given to retroactively segregate the parcel number(s) below and to create new parcel number(s) for taxation, for record clarification and to correct any matters caused by inadvertence or mistake.

	Document Type	Recorded	Entry	Book	Page
1.	QCD	12/16/2020	13501145	11081	9000
2.	SWD	1/29/2021	13550541	11109	2441

3196-16

13501145
12/16/2020 2:38:00 PM \$40.00
Book - 11081 Pg - 9000-9009
RASHELLE HOBBS
Recorder, Salt Lake County, UT
SECURED LAND TITLE
BY eCASH, DEPUTY - EF 10 P.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Grain Craft, Inc.
c/o Eversheds Sutherland (US) LLP
Attn: Jenny Worthy
999 Peachtree Street, N.E., Suite 2300
Atlanta, Georgia 30309

(Space Above for Recorder's Use Only)

Parcel Numbers:

Tax ID / Parcel No. 15-01-376-003; 15-01-376-005-0000;
15-01-376-002-0000; 15-01-503-011-0000; 15-01-503-013-00003196-16

3196-16

RELEASE, TERMINATION AND QUITCLAIM OF EASEMENTS

This RELEASE, TERMINATION AND QUITCLAIM OF EASEMENTS is made this 10th day of December, 2020, by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), to GRAIN CRAFT, INC., a Georgia corporation ("Grain Craft"), and DOUGLAS E. BAGLEY, an individual resident of the State of Utah ("Bagley", together with Grain Craft, collectively, "Grantees").

RECITALS:

WHEREAS, pursuant to that certain instrument recorded on May 2, 1916, as Entry No. 359063, Book No. 2X of Liens & Leases, Page 515 ("Instrument No. 1") in the official records of County Records of Salt Lake County, Utah ("Salt Lake County Records"), Oregon Short Line Railroad Company ("OSLRC") was granted an easement ("Easement No. 1") across, on, over, and upon certain real property located in Salt Lake County, State of Utah, legally described in Instrument No. 1.

WHEREAS, pursuant to that certain instrument recorded on August 22, 1916, as Entry No. 364858, Book No. 22, Page 438 in the Salt Lake County Records ("Instrument No. 2"), Denver and Rio Grande Railroad Company ("D&RGRC") was granted an easement ("Easement No. 2") across, on, over, and upon certain real property located in Salt Lake County, State of Utah, legally described in Instrument No. 2.

WHEREAS, Easement No. 2 to D&RGRC across, on, over, and upon certain real property located in Salt Lake County, State of Utah, legally described in Instrument No. 2 was re-recorded on September 21, 1916, as Entry No. 365740, Book No. 2Z, Page 449 in the Salt Lake County Records ("Instrument No. 3").

WHEREAS, pursuant to that certain instrument recorded on August 22, 1916, as Entry No. 364859, Book No. 2Z, Page 440 in the Salt Lake County Records ("Instrument No. 4"), D&RGRC was granted an easement ("Easement No. 3") across, on, over, and upon certain real property located in Salt Lake County, State of Utah, legally described in Instrument No. 4.

WHEREAS, pursuant to that certain instrument recorded on October 3, 1923, as Entry No. 498988, Book No. 3-S of Liens & Leases, Page 567 in the Salt Lake County Records ("Instrument No. 5"), D&RGRC was granted an easement ("Easement No. 4") across, on, over, and upon certain real property located in Salt Lake County, State of Utah, legally described in Instrument No. 5.

WHEREAS, OSLRC and D&RGRC separately merged with and into Union Pacific Railroad Company, a Utah corporation, which merged with and into Southern Pacific Transportation Company, a Delaware corporation, which simultaneously changed its name to Union Pacific Railroad Company, a Delaware corporation, effective February 1, 1998.

WHEREAS, Easement No. 1, Easement No. 2, Easement No. 3, and Easement No. 4 will hereinafter be collectively referred to as the "Easements".

WHEREAS, Instrument No. 1, Instrument No. 2, Instrument No. 3, Instrument No. 4, and Instrument No. 5 will hereinafter be collectively referred to as the "Recorded Instruments".

WHEREAS, Grain Craft is the owner of certain real property located in Salt Lake County, State of Utah, legally described in Exhibit A, attached hereto and made a part hereof ("GC Easement Property").

WHEREAS, Bagley is the owner of certain real property located in Salt Lake City, County of Utah, legally described in Exhibit B, attached hereto and made a part hereof ("Bagley Easement Property").

WHEREAS, the GC Easement Property and the Bagley Easement Property may hereinafter be collectively referred to as the "Easement Properties".

WHEREAS, Grantees have requested that Grantor fully release, terminate and quitclaim the Easements granted to OSLRC and D&RGRC in the Recorded Instruments.

WHEREAS, Grantor has agreed to fully release, terminate and quitclaim to Grantees the Easements to granted to OSLRC and D&RGRC in the Recorded Instruments.

AGREEMENT:

NOW, THEREFORE, Grantor, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt of which is hereby confessed and acknowledged, for itself, its successors and assigns, does hereby REMISE, RELEASE, TERMINATE, AND QUITCLAIM to Grantees, their successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, which it has by reason of the Easements.

The Easements are FULLY released, terminated and quitclaimed to Grantees subject to the following:

(a) Grantees specifically acknowledge and agree that the Easements are being accepted in an "AS IS" condition and "WITH ALL FAULTS" as of the date of this instrument. Grantees expressly acknowledge and agree that Grantor makes no warranty as to the physical condition, tenantability, merchantability or fitness for a particular purpose of the Easements, or representations or warranties with respect to the use, condition, title, occupation or management of the Easements, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Easements"). Grantees shall rely exclusively on their own independent investigations and evaluations of every aspect of the Easements.

(b) GRANTEES HEREBY AGREE TO RELEASE AND INDEMNIFY GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PORTION OF THE EASEMENTS OWNED BY THE APPLICABLE GRANTEE AND GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO.

(c) FROM AND AFTER THE DATE OF THIS INSTRUMENT, GRANTEES SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH TITLE TO THE EASEMENT PROPERTY, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES BY ANY

HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

GRANTEES' RELEASE AND INDEMNIFICATION SET FORTH HEREIN WITH RESPECT TO CONTAMINATION "ADJACENT TO" GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES RELATES ONLY TO CONTAMINATION MIGRATING FROM GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES AND/OR ARISING OUT OF GRANTEES' PAST ACTIVITIES ON GRANTEES' RESPECTIVE PORTIONS OF THE EASEMENT PROPERTIES, THEIR NEGLIGENT ACTS OR OMISSIONS, OR INTENTIONAL MISCONDUCT.

(d) With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Easement Properties, from and after the date of this instrument, Grantees, at no cost to Grantor, agree to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make Grantees' respective portions of the Easement Properties suitable for Grain Craft's use of the GC Easement Property legally described in Exhibit A, or Bagley's use of the Bagley Easement Property legally described in Exhibit B, respectively.


(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Release, Termination and Quitclaim of Easements to be executed as of the date set forth above.

Attest:


Assistant Secretary

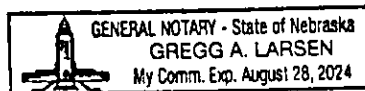
UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

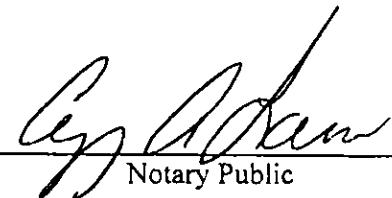
By: 
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me this 10th day of December, 2020, by Chris D. Goble and Michael S. Schmitt, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.




Notary Public

(Seal)

IN WITNESS WHEREOF, the parties hereto have caused this Release, Termination and Quitclaim of Easements to be executed as of the date set forth above.

GRAIN CRAFT, INC.,
a Georgia corporation

By: J. Robert Noland
Printed Name: J. Robert Noland
Title: CFO

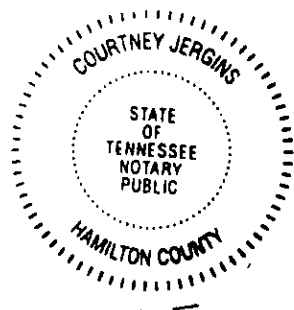
STATE OF Tennessee)
) ss.
COUNTY OF Hamilton)

This instrument was acknowledged before me on December 3, 2020,
by J. Robert Noland, CFO of GRAIN
CRAFT, INC., a Georgia corporation, on behalf of the corporation.

WITNESS my hand and official seal.

Courtney Jergins
Notary Public
Term expires Dec. 13, 2020

(Seal)



IN WITNESS WHEREOF, the parties hereto have caused this Release, Termination and Quitclaim of Easements to be executed as of the date set forth above.

DOUGLAS E. BAGLEY
Douglas E. Bagley

Douglas E. Bagley, an Individual

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on December 4, 2020, by Douglas E. Bagley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument.

WITNESS my hand and official seal.

(Seal)  **SAMUEL JENSEN**
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 705495
COMM. EXP. 05-28-2023

Samuel Jensen

Notary Public

EXHIBIT A**LEGAL DESCRIPTION OF THE GC EASEMENT PROPERTY**

PARCEL 1: (15-01-376-003)

COMMENCING 10 RODS EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 29, PLAT A, SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST 10 RODS; THENCE SOUTH 10 RODS; THENCE WEST 113 FEET; THENCE NORTH 69 FEET, MORE OR LESS; THENCE WEST 52 FEET; THENCE NORTH 96 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO:

ALL OF LOT 6, BLOCK 29, PLAT A, SALT LAKE CITY SURVEY, SALT LAKE COUNTY, STATE OF UTAH.

SUBJECT TO THE RAILROAD AND SPUR LINE RIGHTS OF WAY OF OREGON SHORT LINE RAILROAD AND DENVER AND RIO GRANDE RAILROAD, AND THEIR SUCCESSORS IN INTEREST.

PARCEL 4: (NO TAX ID#)

BEGINNING AT A POINT TEN (10) RODS EAST OF THE NORTHWEST CORNER OF LOT FIVE (5), BLOCK TWENTY-NINE (29) PLAT "A" SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH TEN (10) RODS; THENCE EAST THIRTY (30) RODS; THENCE NORTH TEN (10) RODS; THENCE WEST ONE HUNDRED TWENTY-TWO (122) FEET; THENCE SOUTH FIVE (5) RODS; THENCE WEST FORTY-THREE (43) FEET; THENCE NORTH FIVE (5) RODS; THENCE WEST TWENTY (20) RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT WEST 165.00 FEET AND SOUTH 96 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF LOT 6, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY; SAID POINT BEING ON THE SOUTH BOUNDARY OF THE NORTH RAILROAD-RIGHT-OF-WAY; RUNNING THENCE SOUTH 52 FEET, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF A THE SOUTH RAILROAD RIGHT-OF-WAY; THENCE EAST ALONG THE NORTH BOUNDARY OF THE SOUTH RAILROAD RIGHT-OF-WAY 52 FEET; THENCE NORTH 52 FEET, MORE OR LESS, TO THE SAID SOUTH BOUNDARY OF THE NORTH RIGHT-OF-WAY AND THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH RAILROAD RIGHT-OF-WAY 52 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING:

COMMENCING 10 RODS EAST FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 29, PLAT A, SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST 10 RODS; THENCE SOUTH 10 RODS; THENCE WEST 113 FEET; THENCE NORTH 69 FEET, MORE OR LESS; THENCE WEST 52 FEET; THENCE NORTH 96 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING:

ALL OF LOT 6, BLOCK 29, PLAT A, SALT LAKE CITY SURVEY, SALT LAKE COUNTY, STATE OF UTAH.

EXHIBIT B**LEGAL DESCRIPTION OF THE BAGLEY EASEMENT PROPERTY**

PARCEL 2: (15-01-376-005)

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE EAST 10 RODS; THENCE SOUTH 10 RODS; THENCE WEST 10 RODS; THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH $89^{\circ}52'20''$ EAST 165.08 (DEED = EAST 10 RODS) ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 5; THENCE SOUTH $00^{\circ}09'14''$ WEST (DEED = SOUTH) 72.27 FEET; THENCE WESTERLY 90.46 FEET ALONG THE ARC OF A 474.28 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS SOUTH $84^{\circ}16'24''$ WEST FOR A DISTANCE OF 90.32 FEET) TO A POINT OF TANGENCY; THENCE SOUTH $78^{\circ}48'34''$ WEST 76.73 FEET TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5; THENCE NORTH $00^{\circ}09'14''$ EAST (DEED = NORTH) 95.80 FEET TO THE POINT OF BEGINNING.

(NOTE: BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS NORTH $89^{\circ}57'40''$ EAST FROM THE SALT LAKE CITY STANDARD BRASS CAP MONUMENT AT THE INTERSECTION OF 600 WEST STREET AND 500 SOUTH STREET TO THE SALT LAKE CITY STANDARD BRASS CAP MONUMENT AT THE INTERSECTION OF 500 WEST STREET AND 500 SOUTH STREET.)

PARCEL 3: (15-01-376-002)

ALSO, BEGINNING AT A POINT WEST 165.00 FEET AND SOUTH 96 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF LOT 6, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY; SAID POINT BEING ON THE SOUTH BOUNDARY OF THE NORTH RAILROAD RIGHT-OF-WAY; RUNNING THENCE SOUTH 52 FEET, MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH RAILROAD RIGHT-OF-WAY; THENCE EAST ALONG THE NORTH BOUNDARY OF THE SOUTH RAILROAD RIGHT-OF-WAY 52 FEET; THENCE NORTH 52 FEET, MORE OR LESS, TO THE SAID SOUTH BOUNDARY OF THE NORTH RIGHT-OF-WAY AND THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH RAILROAD RIGHT-OF-WAY 52 FEET TO THE POINT OF BEGINNING.

13550541
1/29/2021 3:27:00 PM \$40.00
Book - 11109 Pg - 2441-2446
RASHELLE HOBBS
Recorder, Salt Lake County, UT
SECURED LAND TITLE
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED MAIL THIS DEED TO:

Olympus QOZB, LLC
650 South 500 West
Salt Lake City, Utah 84104

15-01-376-003

15-01-376-005

(Above Space for Recorder's Use Only)

15-01-376-002

SPECIAL WARRANTY DEED
(Salt Lake County, Utah)

FOR VALUE RECEIVED, Grain Craft, Inc., a Georgia corporation ("Grantor"), does hereby convey and warrant against all claiming by, through or under it and none other to Olympus QOZB, LLC, a Delaware limited liability company, whose address is 650 South 500 West, Salt Lake City, Utah 84104 ("Grantee"), all that certain real property situated in Salt Lake County, State of Utah, described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"), together with all tenements, hereditaments and appurtenances thereto.

"SEE EXHIBIT A FOR LEGAL DESCRIPTIONS"

SUBJECT TO: current taxes and other current assessments not yet due and payable; patent reservations; all covenants, conditions, restrictions, reservations, easements and declarations, encumbrances, liens, obligations, liabilities or other matters of record or to which reference is made in the public record, in each case that is listed in Exhibit "B" attached hereto and incorporated herein by this reference; and the applicable zoning and use regulations of any municipality, county, state, or the United States affecting the Property.

IN ADDITION TO THE FOREGOING, the conveyance of the Property shall be made subject to the restriction that such Property never be used for the operation of a commercial flour mill upon the Property, specifically including the commercial handling, production, milling, or processing of grain (but excluding de minimis handling and processing of grain in connection with the use by a restaurant in the sale of prepared 'ready-to-eat' food for customer consumption).

Special Warranty Deed
Page 2

45726617.1

WITNESS WHEREOF, the Grantor has caused its name to be hereunto subscribed as of January 13, 2021.

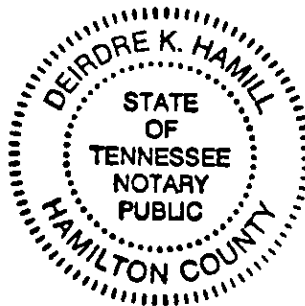
GRAIN CRAFT, INC., a Georgia corporation

By: [Signature]
Name: John Robert Noland
Its: CFO

State of Tennessee)
County of Hamilton)ss.
)

On the 13th day of January, 2021, A.D., personally appeared before me John Robert Noland as CFO of GRAIN CRAFT, INC., who being by me duly sworn, did say, that the within and foregoing instrument was signed in behalf of the corporation by authority of its Operating Agreement and the said John Robert Noland acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC



Special Warranty
Deed Page 2

Exhibit A

Legal Description

Parcel 1: (15-01-376-003)

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

Commencing 10 rods East from the Northwest corner of Lot 5, Block 29, Plat A, Salt Lake City Survey;
and running thence East 10 rods;
thence South 10 rods;
thence West 113 feet;
thence North 69 feet, more or less;
thence West 52 feet;
thence North 96 feet, more or less, to the point of beginning.

ALSO:

All of Lot 6, Block 29, Plat A, Salt Lake City Survey, Salt Lake County, State of Utah.

Parcel 2: (15-01-376-005)

Commencing at the Northwest corner of Lot 5, Block 29, Plat "A", Salt Lake City Survey;
and running thence East 10 rods;
thence South 10 rods;
thence West 10 rods;
thence North 10 rods to the place of beginning.

Less and Excepting:

Beginning at the Northwest corner of Lot 5, Block 29, Plat "A", Salt Lake City Survey;
and running thence North 89° 52' 20" East 165.08 feet (deed = East 10 rods) along the Northerly boundary line of said Lot 5;
thence South 00° 09' 14" West (deed = South) 72.27 feet;
thence Westerly 90.46 feet along the arc of a 474.28 foot radius curve to the left (Note: Chord to said curve bears South 84° 16' 24" West for a distance of 90.32 feet) to a point of tangency;
thence South 78° 48' 34" West 76.73 feet to the Westerly boundary line of said Lot 5;
thence North 00° 09' 14" East (deed = North) 95.80 feet to the point of beginning.

(Note: Basis of bearing for the above description is North 89° 57' 40" East from the Salt Lake City Standard Brass Cap Monument at the intersection of 600 West Street and 500 South Street to the Salt Lake City Standard Brass Cap Monument at the intersection of 500 West Street and 500 South Street.)

Parcel 3: (15-01-376-002)

Also, Beginning at a point West 165.00 feet and South 96 feet, more or less, from the Northwest corner of Lot 6, Block 29, Plat "A", Salt Lake City Survey, said point being on the South boundary of the North railroad right-of-way;
running thence South 52 feet, more or less, to a point on the North boundary of the South railroad right-of-way;
thence East along the North boundary of the South railroad right-of-way 52 feet;
thence North 52 feet, more or less, to the said South boundary of the North right-of-way;

Special Warranty Deed

Page 3

45635133.1

and thence West along the South boundary of the North railroad right-of-way 52 feet to the point of beginning.

Exhibit B

Permitted Encumbrances

Note: The following exceptions affect Parcel 1:

1. Taxes for the year 2021 are accruing as a lien but not yet due. Taxes for the year 2020 were paid in the amount of \$27,302.89.

Tax Parcel No. 15-01-376-003

None due and payable as of the date of this policy.

2. The land described herein is located within the boundaries of Salt Lake City (801-483-6900) and is subject to any assessments levied thereby.

None due and payable as of the date of this policy.

3. Terms, covenants, conditions, restrictions, easements, and obligations, if any, contained in Salt Lake City Ordinance No. 70 of 2005 (Adopting the Central Community Master Plan).

Recorded: November 22, 2005

Entry No.: 9560336

Book/Page: 9220/4101

4. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.

5. Minerals of whatsoever kind, subsurface and surface substances, including by 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.

6. Terms, covenants, conditions, restrictions, easements, and obligations, if any, contained in agreement disclosed by Memorandum of Second Extension Agreement.

Recorded: September 26, 2018

Entry No.: 12856001

Book/Page: 10716/400

Note: The following exceptions affect Parcels 2, 3:

7. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.

Taxes for the year 2021 are accruing as a lien but not yet due and payable under Tax Parcel No(s). 15-01-376-005, 15-01-376-002.

Taxes for the year 2020 were Exempt.

Parcel Number: 15-01-376-005 (Parcel 2)

Taxes for the year 2020 were Exempt.

Parcel Number: 15-01-376-002 (Parcel 3)

8. The land described herein is located within the boundaries of Salt Lake City (801-483-6900) and is subject to any assessments levied thereby. None due and payable at the date of this policy.

9. Terms, covenants, conditions, restrictions, easements, and obligations, if any, contained in Salt Lake City Ordinance No. 70 of 2005 (Adopting the Central Community Master Plan).

Recorded: November 22, 2005

Entry No.: 9560336

Book/Page: 9220/4101

10. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.

Special Warranty Deed

Page 4

45635133.1

11. Minerals of whatsoever kind, subsurface and surface substances, including by 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.

12. The following matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by that certain Survey made by McNeil Engineering on January 6, 2021, designated as Job No. 19642 to wit:

- a) Intentionally deleted.
- b) Building Corners on Property line, as shown on survey
- c) Parking area used by adjoining neighbor to the West as shown on survey
- d) Parking area used by adjoining owner to the North as shown on survey
- e) Fencing as shown on survey
- f) Gas line as shown on survey