

WHEN RECORDED RETURN TO:

Midvale Creekview Holdings, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90036
Attn.: Steven Usdan
FATCO NCS 9/14/310 ai

Tax Parcel Numbers: 22-29-130-007; 22-29-130-008; and 22-29-130-009

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 15th day of October, 2018, by MIDVALE #4, L.L.C., a Utah limited liability company (“Grantor”), to and for the benefit of MIDVALE CREEKVIEW HOLDINGS, LLC, a Delaware limited liability company, whose address is 5670 Wilshire Boulevard, Suite 1250, Los Angeles, California 90036 (“Grantee”).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, conveyed, and sold, and does hereby grant, bargain, convey, and sell, unto Grantee and Grantee’s successors and assigns, all that certain land lying, situated and being in the County of Salt Lake, Utah, more particularly described on Exhibit A, attached hereto and by this reference incorporated herein (the “Land”), and all rights, privileges, tenements, hereditaments, easements and appurtenances belonging to the Land;

TOGETHER WITH all of Grantor’s right, title and interest in and to all buildings, structures and other improvements located on the Land, and any and all fixtures attached to or incorporated within such buildings, structures and other improvements, if any.

All of the property and property rights described above shall be referred to herein as the “Property”.

To have and to hold the Property, and all the estate, right, title, interest, lien, and equity whatsoever of Grantor with respect to same, either in law or in equity, to the proper use and benefit of Grantee and Grantee’s successors and assigns, forever, in fee simple.

Grantor does hereby covenant with Grantee that, at the time of the delivery of this Special Warranty Deed, the Property was free from any encumbrance made by Grantor, that Grantor has good right and lawful authority to sell and convey said Property, that Grantor is lawfully seized of said Property in fee simple, and that Grantor will specially warrant title to the Property and will defend the same against claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor to be effective as of October 10th, 2018.

GRANTOR:

MIDVALE #4, L.L.C.,
a Utah limited liability company

By: [Signature]
Name: Thomas James Gordon
Title: Managing Member

STATE OF Utah §

COUNTY OF Salt Lake §

On October 10th, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas James Gordon in his/her capacity as the ~~Managing~~ ^{Member} ~~Managing~~ of MIDVALE #4, L.L.C., a Utah limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

[Signature]
Notary Public in and for the said State

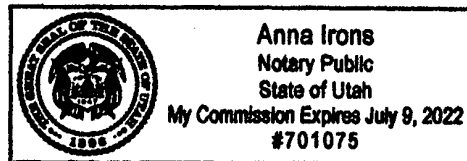


EXHIBIT A

LEGAL DESCRIPTION

That certain land situated in the County of Salt Lake, State of Utah, and described as follows:

Parcel 1:

Commencing 27.4 rods East and 89.4 rods South and South 66° East 3 rods from the Northwest corner of the East half of the Northwest quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 66° East 45.64 feet, more or less; thence North 16.2 rods; thence West 31.6 feet, more or less to a point due North from beginning; thence South 1° West to beginning.

Less and excepting that portion which lies within South Union Avenue.

Parcel 2:

Commencing 27.4 rods East and 73.4 rods South from the Northwest corner of the East half of the Northwest quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 16 rods; thence South 66° East 3 rods; thence North 1° East to a point due East of beginning; thence West to beginning.

Less and excepting therefrom that portion lying within South Union Avenue.

Parcel 3:

Commencing 20.8 rods East and 73.4 rods South from the Northwest corner of the East half of the Northwest quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 6.6 rods; thence South 16.2 rods; thence North 66° West 7 rods; thence North 14 rods to the place of beginning.

Less and excepting therefrom that portion of subject property as disclosed by that certain Warranty Deed recorded June 12, 1972 as Entry No. 2462515 in Book 3085 at Page 343, being described as follows:

A parcel of land in fee for a highway known as Project No. 149, being part of an entire tract of property, in the East 1/2 of the Northwest 1/4 of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract at a point 20.0 feet perpendicularly distant Westerly from the center line of said project at Engineer Station 82+ 31.25, said point also being 343.20 feet East and 1211.10 feet South from the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 29; thence East 73.00 feet along the North boundary of said entire tract; thence South 0°04'40" West 263.38 feet parallel to the West boundary of said entire tract to the Southerly boundary of said entire tract; thence North 66°00' West 79.86 feet along said

Southerly boundary to the Southwest corner of said entire tract; thence North 0°04'40" East 231.0 feet to the point of beginning.

Also less and excepting that portion lying within South Union Avenue and 900 East Street.

Parcel 4:

Beginning at a point on the North line of South Union Ave. which is South 1502.38 feet and West 745.19 feet from the North quarter corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being also South 66°14'47" East 224.84 feet and North 6°30'39" East 34.55 feet from the monument in the intersection of Ninth East Street and South Union Ave.; and running thence North 66°14'47" West 45.86 feet along said North line of South Union Ave. to the West deed line of the Schindler property as described in that certain Quit Claim Deed recorded March 14, 1980 as Entry No. 3410957 in Book 5067 at Page 65 of official records; thence North 1°00' East 170.59 feet to an old wire fence line; thence South 81°00' East 60.24 feet to a 6 foot chain link fence; thence South 6°30'39" West 180.79 feet along said fence line to the point of beginning.