

Requested By and:
When Recorded return to:
Metro National Title
345 East Broadway
Salt Lake City, UT 84111
MNT: 41083
Tax ID: 21-22-381-019

11875399
7/1/2014 4:28:00 PM \$22.00
Book - 10242 Pg - 8523-8529
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 7 P.

Special Warranty Deed

SPECIAL WARRANTY DEED

STATE OF IDAHO §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF ADA §

THAT, CPI/UTAH LLP, an Idaho limited liability partnership ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by WEINGARTEN REALTY INVESTORS, a Texas real estate investment trust ("Grantee"), whose mailing address is 2600 Citadel Plaza Drive, Houston, Texas 77008, Attention: General Counsel and Carol Fielding Fasano, and other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee the tract or parcel of Land situated in Salt Lake County, Utah, described in Exhibit "A" attached hereto, incorporated herein and made a part hereof for all purposes (the "Land"), together with Grantor's right, title and interest in and to (but without warranties, whether statutory, express or implied) all buildings, structures, and improvements owned by Grantor situated on the Land and all fixtures and other property owned by Seller and affixed thereto (the "Improvements") (the Land and Improvements being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Land together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Land 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; provided that this conveyance and the warranty of Grantor herein contained are subject to (a) the matters herein stated and (b) all restrictions set forth on Exhibit "B" attached hereto and made a part hereof for all purposes.

GRANTEE ACKNOWLEDGES THAT GRANTEE HAS INDEPENDENTLY AND PERSONALLY INSPECTED THE PROPERTY AND THAT GRANTEE HAS ACQUIRED TITLE TO THE PROPERTY BASED UPON ITS ABILITY TO MAKE SUCH EXAMINATION AND INSPECTION. THE PROPERTY IS SOLD AND CONVEYED AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7 OF THAT CERTAIN OPTION AGREEMENT DATED DECEMBER 30, 2013, BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS PURCHASER (THE "AGREEMENT") AND EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY SET FORTH IN THIS DEED. EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, GRANTOR HAS MADE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS PHYSICAL CONDITION, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR WITH RESPECT TO THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS, RULES, ORDINANCES OR REGULATIONS (INCLUDING,

WITHOUT LIMITATION, THOSE RELATING TO HAZARDOUS SUBSTANCES, HEALTH AND/OR THE ENVIRONMENT). BY ACCEPTANCE OF THIS DEED GRANTEE EXPRESSLY WAIVES THE RIGHT TO ASSERT ANY CLAIMS WITH RESPECT TO ANY MATTERS REFERRED TO IN THE PRECEDING SENTENCE AND RELEASES GRANTOR FROM ANY LIABILITY WITH RESPECT THERETO. THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY. ANY SUIT BY GRANTEE FOR ANY BREACH BY GRANTOR OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED HEREIN MUST BE FILED ON OR BEFORE TWELVE MONTHS AND ONE (1) DAY AFTER THE DATE HEREOF OR IT SHALL BE FOREVER BARRED. THE PROVISIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE DELIVERY OF THIS DEED. NOTWITHSTANDING ANY OTHER PROVISION IN THIS DEED OR ANY OTHER DOCUMENT, GRANTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ACREAGE OR SQUARE FOOTAGE TO THE PROPERTY, INCLUDING ANY SUCH REFERENCE IN EXHIBIT "A".

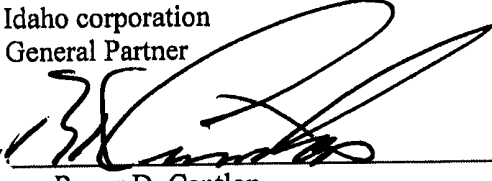
[Signature Page Follows]

EXECUTED on the date of the acknowledgment herein below, to be effective however as of the 30th day of June, 2014.

CPI/UTAH LLP,
an Idaho limited liability partnership

By: Cantlon Properties, Inc.
an Idaho corporation
Its General Partner

MB

By: 
Name: Roger D. Cantlon
Title: President

STATE OF IDAHO

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COUNTY OF ADA

This instrument was acknowledged before me on the 26th day of June, 2014, by Roger D. Cantlon, President of CANTLON PROPERTIES, INC., an Idaho corporation, General Partner of CPI/UTAH LLP, an Idaho limited liability partnership, on behalf of said Limited liability partnership.



Notary Public for State of Idaho

Residing at: Boise, ID

My Commission Expires: 5-31-2018

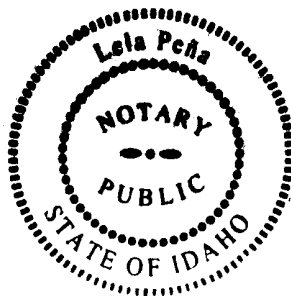


EXHIBIT "A"

WEST JORDAN DEL TACO LAND

Parcel 4:

Lot 4, WEST JORDAN TOWN CENTER, according to the official plat thereof, recorded as Entry No. 7016834, in Book 98-7P at Page 176 in the office of the Salt Lake County Recorder.

Parcel 2:

Non-exclusive easements as granted in that certain Declaration of Restrictions and Easements, recorded July 2, 1998, as Entry No. 7016835, in Book 8027 at Page 1563, and by that certain First Amendment to Declaration of Restrictions and Easements, recorded October 8, 1998 as Entry No. 7114083, in Book 8120 at Page 2006, and by that certain Second Amendment to Declaration of Restrictions and Easements, recorded February 19, 1999 as Entry No. 7261935, in Book 8251 at page 216 and that certain Third Amendment to Declaration of Restrictions and Easements, recorded December 19, 2003 as Entry No. 8929682, in Book 8925 at Page 8920 of official records.

Parcel 3:

Non-exclusive rights of vehicular ingress and egress as granted in that certain Declaration of Easements, Covenants, Conditions and Restrictions, recorded July 2, 1998, as Entry No. 7016838, in Book 8027 at Page 1715 of official records.

EXHIBIT "B"
RESTRICTIONS

1. Taxes for the year 2014 and subsequent years, none now due and payable.
2. Notice of Adoption of Redevelopment Plan Entitled "6600 South - 7000 South Redwood Road Neighborhood Development Plan" recorded December 20, 1989 as Entry No. 4861950, in Book 6185, at Page 747 of Official Records of Salt Lake County, Utah (the "Official Records").
3. Notes and easements as shown on the recorded plat of West Jordan Town Center, according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 98-7P at Page 176.
4. Easement in favor of Questar Gas Company recorded September 2, 1999 as Entry No. 7457840, in Book 8306, at Page 8151 of the Official Records.
5. Supermarket and Pharmacy Restriction, including the terms and conditions thereof, recorded March 27, 1996 as Entry No. 6313870, in Book 7360, at Page 2590 of the Official Records.
6. Covenants, conditions, restrictions and easements contained in that certain Declaration of Restrictions and Easements by and among CPI/West Jordan LLC, an Idaho limited liability company ("CPI"), Albertson's, and Dayton Hudson Corporation, a Minnesota corporation ("Dayton Hudson"), recorded July 2, 1998 as Entry No. 7016835, in Book 8027, at Page 1563; as amended by First Amendment to Declaration of Restrictions and Easements recorded October 8, 1998 as Entry No. 7114083, in Book 8120, at Page 2006; Second Amendment to Declaration of Restrictions and Easements recorded February 19, 1999 as Entry No. 7261935, in Book 8251, at Page 216 of the Official Records; and Third Amendment to Declaration of Restrictions and Easements recorded December 19, 2003 as Entry No. 8929682, in Book 8925, at Page 8920 of the Official Records.
7. Terms, conditions and obligations created by that certain Common Area Maintenance Agreement by and among CPI, Albertson's and Dayton Hudson recorded July 2, 1998 as Entry No. 7016837, in Book 8027, at Page 1657 of the Official Records; as amended by First Amended Common Area Maintenance Agreement recorded December 19, 2003 as Entry No. 8929683, in Book 8925, at Page 8933 of the Official Records.
8. Covenants, conditions, restrictions, easements and obligations thereof, contained in that certain Declaration of Easements, Covenants, Conditions and Restrictions (West Jordan Town Center and Adjoining Property) by and between CPI and IHC Health Services, Inc., a Utah nonprofit corporation, recorded July 2, 1998 as Entry No. 7016838, in Book 8027, at Page 1715 of the Official Records.
9. Storm drain line across the Westerly portion of subject property as disclosed by a survey prepared by Robinson, Biehn & Biehn, Inc., having been certified under the date of December 12, 2013, by Tim E. Biehn, a Registered Land Surveyor holding License No. 165515, as Job No. 3804-1.
10. Rights of tenants, as tenants only, under the written lease agreement dated December 17, 1998, by and between CPI/West Jordan, LLC, an Idaho limited liability company and Utah Del, Inc., a California corporation, doing business as

Del Taco, as disclosed by a recorded Memorandum of Lease dated November 2, 2000 and recorded November 9, 2000 as Entry No. 7757589 in Book 8400 at Page 3773.

11. Deed of Trust, WRI/West Jordan, LLC, Trustor; Metro National Title, Trustee; and Weingarten Realty Investors, Beneficiary dated October 2, 2012 and recorded October 3, 2012 as Entry No. 11484420 in Book 10062 at Page 7872; said Deed of Trust amended by a Substitution of Trustee, Request for Partial Reconveyance, Deed of Partial Reconveyance and an Amendment to Deeds of Trust, Assignments of Leases and Rents, Security Agreements and Fixture Filings all recorded of even date herewith.
12. Memorandum of Option Agreement, including the terms and conditions thereof, between CPI/Utah, LLP and WRI/West Jordan LLC recorded of even date herewith.

Requested By and:
When Recorded return to:
Metro National Title
345 East Broadway
Salt Lake City, UT 84111
MNT: 41082
Tax ID: 21-22-381-017

11875400
7/1/2014 4:28:00 PM \$22.00
Book - 10242 Pg - 8530-8536
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 7 P.

Special Warranty Deed

SPECIAL WARRANTY DEED

STATE OF IDAHO

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF ADA

THAT, CPI/UTAH LLP, an Idaho limited liability partnership ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by WEINGARTEN REALTY INVESTORS, a Texas real estate investment trust ("Grantee"), whose mailing address is 2600 Citadel Plaza Drive, Houston, Texas 77008, Attention: General Counsel and Carol Fielding Fasano, and other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto Grantee the tract or parcel of Land situated in Salt Lake County, Utah, described in Exhibit "A" attached hereto, incorporated herein and made a part hereof for all purposes (the "Land"), together with Grantor's right, title and interest in and to (but without warranties, whether statutory, express or implied) all buildings, structures, and improvements owned by Grantor situated on the Land and all fixtures and other property owned by Seller and affixed thereto (the "Improvements") (the Land and Improvements being herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Land together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Land 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; provided that this conveyance and the warranty of Grantor herein contained are subject to (a) the matters herein stated and (b) all restrictions set forth on Exhibit "B" attached hereto and made a part hereof for all purposes.

GRANTEE ACKNOWLEDGES THAT GRANTEE HAS INDEPENDENTLY AND PERSONALLY INSPECTED THE PROPERTY AND THAT GRANTEE HAS ACQUIRED TITLE TO THE PROPERTY BASED UPON ITS ABILITY TO MAKE SUCH EXAMINATION AND INSPECTION. THE PROPERTY IS SOLD AND CONVEYED AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7 OF THAT CERTAIN OPTION AGREEMENT DATED DECEMBER 30, 2013, BETWEEN GRANTOR, AS SELLER, AND GRANTEE, AS PURCHASER (THE "AGREEMENT") AND EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY SET FORTH IN THIS DEED. EXCEPT AS IS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, GRANTOR HAS MADE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS PHYSICAL CONDITION, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR WITH RESPECT TO THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS, RULES, ORDINANCES OR REGULATIONS (INCLUDING,

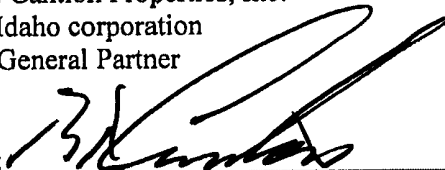
WITHOUT LIMITATION, THOSE RELATING TO HAZARDOUS SUBSTANCES, HEALTH AND/OR THE ENVIRONMENT). BY ACCEPTANCE OF THIS DEED GRANTEE EXPRESSLY WAIVES THE RIGHT TO ASSERT ANY CLAIMS WITH RESPECT TO ANY MATTERS REFERRED TO IN THE PRECEDING SENTENCE AND RELEASES GRANTOR FROM ANY LIABILITY WITH RESPECT THERETO. THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY. ANY SUIT BY GRANTEE FOR ANY BREACH BY GRANTOR OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED HEREIN MUST BE FILED ON OR BEFORE TWELVE MONTHS AND ONE (1) DAY AFTER THE DATE HEREOF OR IT SHALL BE FOREVER BARRED. THE PROVISIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE DELIVERY OF THIS DEED. NOTWITHSTANDING ANY OTHER PROVISION IN THIS DEED OR ANY OTHER DOCUMENT, GRANTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ACREAGE OR SQUARE FOOTAGE TO THE PROPERTY, INCLUDING ANY SUCH REFERENCE IN EXHIBIT "A".

[Signature Page Follows]

EXECUTED on the date of the acknowledgment herein below, to be effective however as of the 30th day of June, 2014.

CPI/UTAH LLP,
an Idaho limited liability partnership

By: Cantlon Properties, Inc.
an Idaho corporation
Its General Partner

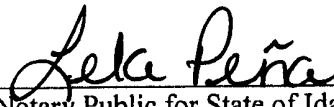
By: 
Name: Roger D. Cantlon
Title: President

STATE OF IDAHO

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COUNTY OF ADA

This instrument was acknowledged before me on the 26th day of June, 2014, by Roger D. Cantlon, President of CANTLON PROPERTIES, INC., an Idaho corporation, General Partner of CPI/UTAH LLP, an Idaho limited liability partnership, on behalf of said Limited liability partnership.


Notary Public for State of Idaho
Residing at: Boise, ID
My Commission Expires: 5.31.2018

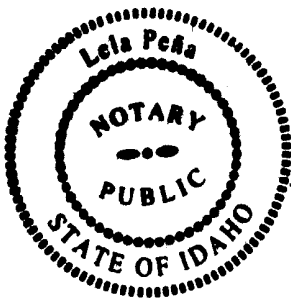


EXHIBIT "A"
WEST JORDAN WENDY'S LAND

Parcel 1:

Lots 6, WEST JORDAN TOWN CENTER, according to the official plat thereof, recorded as Entry No. 7016834, in Book 98-7P at Page 176 in the office of the Salt Lake County Recorder.

Parcel 2:

Non-exclusive easements as granted in that certain Declaration of Restrictions and Easements, recorded July 2, 1998, as Entry No. 7016835, in Book 8027 at Page 1563, and by that certain First Amendment to Declaration of Restrictions and Easements, recorded October 8, 1998 as Entry No. 7114083, in Book 8120 at Page 2006, and by that certain Second Amendment to Declaration of Restrictions and Easements, recorded February 19, 1999 as Entry No. 7261935, in Book 8251 at page 216 and that certain Third Amendment to Declaration of Restrictions and Easements, recorded December 19, 2003 as Entry No. 8929682, in Book 8925 at Page 8920 of official records.

Parcel 3:

Non-exclusive rights of vehicular ingress and egress as granted in that certain Declaration of Easements, Covenants, Conditions and Restrictions, recorded July 2, 1998, as Entry No. 7016838, in Book 8027 at Page 1715 of official records.

EXHIBIT "B"
RESTRICTIONS

1. Taxes for the year 2014 and subsequent years, none now due and payable.
2. Notice of Adoption of Redevelopment Plan Entitled "6600 South - 7000 South Redwood Road Neighborhood Development Plan" recorded December 20, 1989 as Entry No. 4861950, in Book 6185, at Page 747 of Official Records of Salt Lake County, Utah (the "Official Records").
3. Notes and easements as shown on the recorded plat of West Jordan Town Center, according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 98-7P at Page 176.
4. Easement in favor of Questar Gas Company recorded September 2, 1999 as Entry No. 7457840, in Book 8306, at Page 8151 of the Official Records.
5. Supermarket and Pharmacy Restriction, including the terms and conditions thereof, recorded March 27, 1996 as Entry No. 6313870, in Book 7360, at Page 2590 of the Official Records.
6. Covenants, conditions, restrictions and easements contained in that certain Declaration of Restrictions and Easements by and among CPI/West Jordan LLC, an Idaho limited liability company ("CPI"), Albertson's, and Dayton Hudson Corporation, a Minnesota corporation ("Dayton Hudson"), recorded July 2, 1998 as Entry No. 7016835, in Book 8027, at Page 1563; as amended by First Amendment to Declaration of Restrictions and Easements recorded October 8, 1998 as Entry No. 7114083, in Book 8120, at Page 2006; Second Amendment to Declaration of Restrictions and Easements recorded February 19, 1999 as Entry No. 7261935, in Book 8251, at Page 216 of the Official Records; and Third Amendment to Declaration of Restrictions and Easements recorded December 19, 2003 as Entry No. 8929682, in Book 8925, at Page 8920 of the Official Records.
7. Covenants, conditions and obligations created by that certain Common Area Maintenance Agreement by and among CPI, Albertson's and Dayton Hudson recorded July 2, 1998 as Entry No. 7016837, in Book 8027, at Page 1657 of the Official Records; as amended by First Amended Common Area Maintenance Agreement recorded December 19, 2003 as Entry No. 8929683, in Book 8925, at Page 8933 of the Official Records.
8. Covenants, conditions, restrictions, easements and obligations thereof, contained in that certain Declaration of Easements, Covenants, Conditions and Restrictions (West Jordan Town Center and Adjoining Property) by and between CPI and IHC Health Services, Inc., a Utah nonprofit corporation, recorded July 2, 1998 as Entry No. 7016838, in Book 8027, at Page 1715 of the Official Records.
9. Storm drain line across the Westerly and Northerly portion of subject property as disclosed by a survey prepared by Robinson, Biehn & Biehn, Inc., having been certified under the date of December 12, 2013, by Tim E. Biehn, a Registered Land Surveyor holding License No. 165515, as Job No. 3804-1.
10. Rights of tenant, as tenant only, under the written lease agreement dated February 25, 1999 by and between CPI/West Jordan, LLC, an Idaho limited liability company and Wendy's Old Fashioned Hamburgers of New York, Inc., doing business as Wendy's, as amended by Letter Agreement dated April 19, 1999, First

Amendment to Ground Lease dated April 22, 1999, and a Memorandum of Lease dated April 22, 1999, and recorded April 24, 1999 as Entry No. 7332564, in Book 8271 at Page 1697.

11. Deed of Trust, CPI/Utah, LLP, Trustor; Metro National Title, Trustee; and Weingarten Realty Investors, Beneficiary dated October 2, 2012, recorded October 3, 2102 as Entry No. 11484420 in Book 10062 at Page 7872, as amended by the following documents: Substitution of Trustee, Request of Partial Reconveyance, Deed of Partial Reconveyance, Assignment and Assumption Agreement and Amendment to Deeds of Trust, Assignment of Leases and Rents, Security Agreements and Fixture Filings and recorded of even date herewith.
12. Memorandum of Option Agreement, including the terms and conditions thereof, between CPI/Utah, LLP and WRI/West Jordan LLD recorded of even date herewith.