

SPECIAL WARRANTY DEED

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1/30/2020 10:54:00 AM \$40.00
Book - 10890 Pg - 6611-6615
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

THIS INSTRUMENT WAS PREPARED BY:

Akin Gump Strauss Hauer & Feld LLP
2300 N. Field Street, Suite 1800
Dallas, Texas 75201

WHEN RECORDED, RETURN TO:

Chicago Title Insurance Company
1996 East 6400 South, Suite 120
Salt Lake City, UT 84121
Attention: Donna Scerbo

Send Tax Notice To:

KB Midvale Hotel Limited Liability Company
6318 S Lake Fork Circle
Taylorsville, UT 84129

117142-DTF
21-25-176-006

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

SPECIAL WARRANTY DEED

THAT **CPLG PROPERTIES L.L.C.**, a Delaware limited liability company, having an address at 125 East John Carpenter Freeway, Suite 1650, Irving, TX 75062 (hereinafter referred to as “**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 **KB MIDVALE HOTEL LIMITED LIABILITY COMPANY**, a Utah limited liability company (hereinafter referred to as “**Grantee**”), whose mailing address is 6318 S Lake Fork Circle, Taylorsville, UT 84129, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee, all of the real property described on Exhibit A attached hereto and made a part hereof for all purposes (hereinafter referred to as the “**Land**”) and all buildings and improvements located thereon, together with all and singular, Grantor’s right, title and interest, if any, in and to adjacent streets, roads, alleys, rights-of-way, strips and gores, easements, rights of ingress and egress, tenements, hereditaments and appurtenances on the Land or in anywise appertaining thereto (the foregoing, together with the Land, being hereinafter collectively referred to as the “**Property**”).

This conveyance is made and accepted subject to the matters set forth on Exhibit B attached hereto and made a part hereof for all purposes, to the extent, and only to the extent, that such matters are now in force, valid, and affect title to the Property (but reference to same shall not operate to re-impose same), and further subject to all standby fees, ad valorem taxes and assessments for the current year and subsequent years, the payment of which Grantee assumes (hereinafter referred to as the “**Permitted Exceptions**”).

This Special Warranty Deed is being executed and delivered by Grantor pursuant to that certain Agreement of Purchase and Sale dated as of November 11, 2019 (as amended, modified and/or supplemented from time to time, the "**Purchase Agreement**") among Grantor, as Seller, and Grantee, as Buyer. Recourse against Grantor with respect to the representations, warranties and covenants of Grantor hereunder are subject to the provisions and limitations set forth in the Purchase Agreement.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself and its legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its legal representatives, 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, and subject to the Permitted Exceptions.

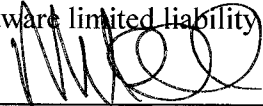
This Special Warranty Deed is executed on the date set forth in the acknowledgment below, but is made effective as of January 29, 2020 (the "**Effective Date**").

[Signature Page on Next Page]

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed to be effective as of the Effective Date.

"GRANTOR"

CPLG PROPERTIES L.L.C.,
a Delaware limited liability company

By: 

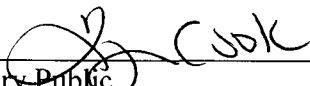
Name: Mark M. Chloupek
Title: Executive Vice President, Secretary and General Counsel

STATE OF TEXAS

COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mark M. Chloupek, as Executive Vice President, Secretary and General Counsel of **CPLG PROPERTIES L.L.C.**, a Delaware limited liability company, who is known to me, acknowledged before me, on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 17th day of January, 2020.
tc


Notary Public
My Commission Expires: 07-13-2022

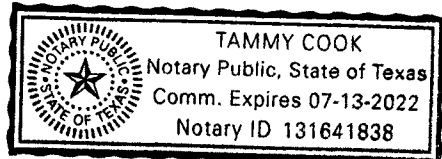


Exhibit A to Deed

DESCRIPTION OF LAND

PARCEL 1:

Beginning South 1511.71 feet and East 27.86 feet from the North quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence South 148.51 feet; thence East 13.00 feet; thence South 50.00 feet; thence West 589.67 feet to the East line of Interstate 15 Frontage Road (Catalpa Street); thence Northeasterly along the arc of a 2596.48 foot radius curve and the Easterly line of said Frontage Road 163.31 feet (the chord bears North 19°20'55" East 163.28 feet) to the South line of the Continental Oil Company property; thence along said South line East 334.60 feet; thence North 44.44 feet; thence East 188.00 feet to the point of beginning.

PARCEL 1A:

Benefits, if any, contained in "Common Access and Cross Parking Easement", by and between La Quinta Motor Inns, Inc., a Delaware Corporation, and DTR Investment Company, a Utah Corporation dated June 23, 1977 and recorded in Book 4706 at Page 163 as Entry No. 3137674, Date: July 13, 1978 of the official records of Salt Lake County, Utah.

Exhibit B to Deed

PERMITTED EXCEPTIONS

Part A: (i) all oil, gas and other minerals previously reserved or conveyed of record, (ii) zoning laws and regulations and ordinances of municipal and other governmental authorities affecting the Property, (iii) all covenants, conditions, restrictions, easements, riparian rights and rights of way affecting the Property, (iv) any and all matters which would be disclosed by a current and accurate survey of the Property, and (v) all matters of record affecting the Property as of the date hereof.

Part B:

1. The herein described Land is located within the boundaries of Midvale City, South Salt Lake Valley Mosquito Abatement District, Jordan Valley Water Conservancy District, Central Utah Water Conservancy District, Unified Fire Services, and is subject to any and all charges and assessments levied thereunder.
2. Common Access and Cross Parking Easement between La Quinta Motor Inns, Inc., a Delaware Corporation and DTR Investment Co., a Utah Corporation, dated June 23, 1977 and recorded July 13, 1978 as Entry No. 3137674 in Book 4706 at Page 163.
3. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded June 24, 1980, as Entry No. 3447035, in Book 5115, at Page 1250.
4. Sewer Easement Agreement in favor of McDonald's Real Estate Company, a Delaware corporation for the purposes of installing, operating, maintaining, testing, repairing, replacing and renewing a sanitary sewer line and related underground and aboveground attachments, equipment and appurtenances and incidental purposes, by instrument dated May 31, 2016 and recorded June 1, 2016, as Entry No. 12291239, in Book 10437, at Page 4659.
5. Subject to the following matters disclosed on that certain survey dated of November 4, 2013, last revised March 27, 2014 as Project No. 201302488/155, by David B. Draper, a Professional Land Surveyor:
 - a. Shed appears to extend past the North property line approximately 1.5 feet
 - b. 31 parking stalls and a concrete pad appear to extend past Northerly boundary line approximately 1.5 feet
 - c. Easement shown under Exception 3 appears to affect the Northwesterly portion of the pool building