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9/21/2018 1:30:00 PM \$27.00
Book - 10714 Pg - 6406-6414
ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED, MAIL TO:

Sunrise Square Associates, L.C.
451 E. 1000 South, Suite A
Pleasant Grove, UT 84062

APN: 15-29-480-055-0000

SPECIAL WARRANTY DEED

COLLEGE PROPERTY, LLC, a Utah limited liability company, as to an undivided 47% interest, MCDONALD 3280 WEST, L.L.C., a Utah limited liability company, as to an undivided 47% interest, and FUGAL 3280 WEST, L.L.C., a Utah limited liability company, as to an undivided 6% interest, collectively, as Grantor, hereby convey and warrant against all claiming by, through or under them, to SUNRISE SQUARE ASSOCIATES, L.C., a Utah limited liability company, whose address is 451 E. 1000 South, Suite A, Pleasant Grove, UT 84062, Grantee, for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah (the "Land"):

See Exhibit A attached hereto and incorporated herein by reference.

TOGETHER WITH all structures, improvements, rights of way, easements, tenements, and hereditaments on or appurtenant to said Land.

SUBJECT TO: (i) taxes and assessments not yet due and payable, (ii) those matters which would be disclosed by an accurate survey of the Land, (iii) recorded reservations, easements, rights-of-way, declarations, covenants, conditions, and restrictions, and (iv) those certain permitted encumbrances described on Exhibit B attached hereto and incorporated by reference herein.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all other covenants arising or to arise by statute or otherwise, express or implied.

[Signatures and Acknowledgments Follow]

FIRST AMERICAN TITLE
#NCS909285

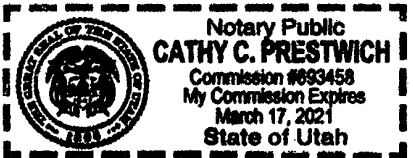
MCDONALD 3280 WEST, L.L.C.,
a Utah limited liability company

By: *Julie McDonald*
Name: *Julie D. McDonald*
Its: *Manager*

STATE OF *Utah*)
COUNTY OF *Salt Lake*) SS:

The foregoing instrument was acknowledged before me this *21st* day of September, 2018, by *Julie McDonald, Manager* of MCDONALD 3280 WEST, L.L.C., a Utah limited liability company.

Cathy C. Prestwich
Notary Public



[Signatures and Acknowledgments Continue on Following Page]

FUGAL 3280 WEST, L.L.C.,
a Utah limited liability company

By: 

Name: Brandon Fugal

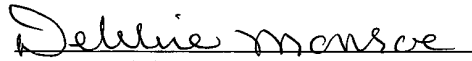
Its: Manager

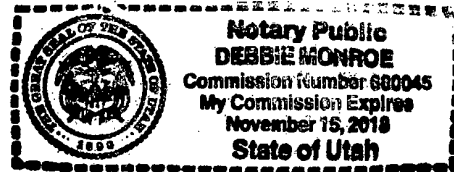
STATE OF Utah)

SS:

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 20th day of September, 2018, by Brandon Fugal of FUGAL 3280 WEST, L.L.C., a Utah limited liability company.


Notary Public



[End of Signatures and Acknowledgments]

EXHIBIT A

(Legal Description)

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 3500 SOUTH STREET, SAID POINT BEING SOUTH 89° 57' 17" WEST 372.82 FEET ALONG THE SECTION LINE AND NORTH 00° 05' 21" WEST 53.00 FEET AND SOUTH 89° 57' 17" WEST 3.90 FEET FROM THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89° 57' 17" WEST 285.18 FEET; THENCE NORTH 00° 05' 18" WEST 352.70 FEET; THENCE SOUTH 88° 11' 30" EAST 289.23 FEET; THENCE NORTH 00° 05' 21" WEST 73.704 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE LEE ANN NO. 1 SUBDIVISION AS PLATTED IN OFFICIAL RECORDS; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE SOUTH 78° 43' 21" EAST 88.50 FEET TO A POINT ON THE CENTER LINE OF THE NOW PIPED NORTH JORDAN CANAL; THENCE ALONG SAID CENTER LINE SOUTH 30° 23' 48" EAST 253.69 FEET; THENCE NORTH 89° 57' 17" EAST 118.03 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 3200 WEST STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 00° 05' 25" EAST 25.00 FEET; THENCE SOUTH 89° 57' 17" WEST 338.88 FEET; THENCE SOUTH 00° 52' 51" EAST 155.77 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

(Permitted Encumbrances)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of that certain Commitment for Title Insurance issued by First American Title Insurance Company, NCS-909285-SLC1, but prior to the date this deed is recorded.
8. Taxes for the year 2018 now a lien, not yet due. General property taxes for the year 2017 were paid in the amount of \$ 43,993.33. Tax Parcel No. 15-29-480-055-0000.
9. Any charge upon the Land by reason of its inclusion in West Valley City and Granger Hunter Improvement District.
10. An easement over, across or through the Land for telephone and telegraph and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, its successors and assigns by Instrument recorded October 02, 1959 as Entry No. 1678576 in Book 1654 at Page 123 of Official Records.

The effect of a Partial Release of Easement, recorded June 8, 2001 as Entry No. 7917691 in Book 8466 at Page 4699 of Official Records.

(The following exception affects a portion of the Land)

11. An easement over, across or through the Land for gas transmission and incidental purposes, as granted to Mountain Fuel Supply Company, a Corporation of the State of Utah by Instrument recorded January 07, 1972 as Entry No. 2430717 in Book 3031 at Page 620 of Official Records.
12. A right of way as disclosed by Warranty Deed recorded January 07, 1972 as Entry No. 2430993 in Book 3032 at Page 78 of Official Records.
13. An utility easement as disclosed by Warranty Deed recorded January 27, 1972 as Entry No. 2434226 in Book 3037 at Page 322 of Official Records.

14. A right of way disclosed by Quit-Claim Deed recorded February 15, 1972 as Entry No. 2437342 in Book 3042 at Page 178 of Official Records.

(The following exception affects a portion of the Land)

15. An easement over, across or through the Land for communication and incidental purposes, as granted to the Mountain States Telephone and Telegraph Company, a Colorado corporation by Instrument recorded March 08, 1972 as Entry No. 2441504 in Book 3048 at Page 851 of Official Records.
16. A recital, in part, in that certain Warranty Deed from Walter W. Brock and Myrtle Brock, husband and wife, Grantors, to Granger Medical Center, Grantee, recorded December 24, 1980 as Entry No. 3517510 in Book 5194 at Page 1000 of Official Records. "Subject to the right of Grantors to use the existing ditch running across the subject real property, which ditch Grantee may bridge with a culvert."
17. A right-of-way for ingress and egress as granted in that certain Warranty Deed recorded October 03, 1994 as Entry No. 5935438 in Book 7030 at Page 1469 of Official Records.

(The following exception affects a portion of the Land)

18. An easement over, across or through the land for vehicular traffic and incidental purposes, as granted to Maurice G. Baker and Laura S. Baker, as Co-Trustees of The Maurice G. Baker Living Trust dated July 17, 1992 by Easement and Maintenance Agreement recorded October 03, 1994 as Entry No. 5935439 in Book 7030 at Page 1471 of Official Records.
19. Subject to the leasehold interests disclosed by the following recorded instruments:

Unrecorded Lease, dated November 20, 2000, in favor of QWEST WIRELESS, L.L.C., a Delaware limited liability company (Tenant), disclosed by instrument, recorded June 8, 2001 as Entry No. 7917684 in Book 8466 at Page 4648 of Official Records.

Unrecorded Lease, dated April 1, 2001, in favor of the State of Utah, Division of Facilities Construction and Management, for and on behalf of the Utah National Guard (Tenant), disclosed by instrument, recorded June 8, 2001 as Entry No. 7917685 in Book 8466 at Page 4657 of Official Records.

Unrecorded Lease, dated December 15, 2000, in favor of DC CHARTER POINTE CAPITAL LLC (Tenant), disclosed by instrument, recorded June 8, 2001 as Entry No. 7917686 in Book 8466 at Page 4665 of Official Records.

Unrecorded Lease, dated January 9, 2001, in favor of ROBB OVIATT DBA WIRELESS ETC., a sole proprietorship (Tenant), disclosed by instrument, recorded June 8, 2001 as Entry No. 7917687 in Book 8466 at Page 4674 of Official Records.

Unrecorded Lease, dated February 16, 2000, in favor of CORINTHIAN COLLEGES, INC., a Delaware corporation (Tenant), disclosed by instrument, recorded June 8, 2001 as Entry No. 7917688 in Book 8466 at Page 4683 of Official Records.

20. An unrecorded Lease executed by 3280 Corp., as Lessor, and R.O.A. General, Inc., a Utah Corporation, or one of its predecessors, as Lessee, as disclosed by Affidavit, by College Property Partnership, a Utah General Partnership recorded June 8, 2001 as Entry No. 7917690 in Book 8466 at Page 4696 of Official Records. The effect of a Disclaimer by Reagan Outdoor Advertising Company, a Utah corporation, as to its interest in adjoining land and a right of way over a portion of the land herein described, recorded June 7, 2010 as Entry No. 10966376 in Book 9831 at Page 3757 of Official Records.

(The following exception affects the Easterly portion of the property)

21. An easement over, across or through the Land for public sidewalk and incidental purposes, as granted to West Valley City, a municipal corporation of the State of Utah by Instrument recorded October 27, 2004 as Entry No. 9208272 in Book 9053 at Page 4320 of Official Records.
22. Reciprocal Parking Easement Agreement, dated October 26, 2005 by and between College Property Partnership, a Utah general partnership and 3466 South 3200 West, LLC, a Utah limited liability company recorded November 10, 2005 as Entry No. 9550820 in Book 9215 at Page 8352 of Official Records.
23. Notice of Adoption of Ordinance Amending City Center Community Development Project Area Plan (amending legal description and map), recorded February 27, 2007 as Entry No. 10015853 in Book 9427 at Page 6518 of Official Records.

Ordinance No. 07-16, recorded February 27, 2007 as Entry No. 10015854 in Book 9427 at Page 6523 of Official Records.

(The following exception affects the Southwesterly portion of the property)

24. An easement over, across or through the Land for public utilities and incidental purposes, as granted to the Utah Department of Transportation by Instrument recorded July 31, 2008 as Entry No. 10489322 in Book 9631 at Page 2268 of Official Records.

(The following exception affects the Southerly portion of the property)

25. An easement over, across or through the Land for public utilities and incidental purposes, as granted to the Utah Department of Transportation by Instrument recorded July 31, 2008 as Entry No. 10489323 in Book 9631 at Page 2271 of Official Records.
26. [Intentionally omitted]
27. [Intentionally omitted]
28. Any easements and rights of way associated with the North Jordan Canal and pipeline running along an Easterly boundary of the land herein described, and disclosed by various deeds of record, including a Quit Claim Deed, recorded June 8, 2001, as Entry No. 7917681, in Book 8466 at Page 4609 of Official Records.
29. Boundary line conflicts, if any, resulting from variances in the legal description(s) of the actual physical location of the North Jordan Canal from record description(s) referring to said canal or center thereof as the Easterly boundary of the Land.

30. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
31. [Intentionally omitted]