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12/23/2019 1:00:00 PM \$54.00  
Book - 10876 Pg - 6488-6492  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
NOVARE NATIONAL SETTLEMENT SRV  
BY: eCASH, DEPUTY - EF 5 P.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Kimball Investment Company  
1000 South Main Street, Suite 104  
Salt Lake City, UT 84101  
Attn: Victor Kimball

Tax Parcel Nos. 15-12-480-001; 15-13-210-001

**SPECIAL WARRANTY DEED**

GERSHMAN PROPERTIES, LLC, a California limited liability company (“Grantor”), hereby conveys and warrants against all claiming by, through or under Grantor, as described below, to COLMENA 1300, LLC, a Utah limited liability company, as to a 50% interest as tenant in common, and HARVEST ROAD, LLC, a Utah limited liability company, as to a 50% interest as tenant in common (collectively, the “Grantee”), with its principal place of business at 1000 South Main Street, Suite 104, Salt Lake City, UT 84101, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described real property (the “Land”), which is located in Salt Lake County, State of Utah, and is more particularly described as follows:

See Exhibit “A” attached hereto and incorporated herein.

TOGETHER WITH all of Grantor’s right, title and interest in and to the fixtures and improvements located on the Land, if any (the “Improvements”), and together with all rights, privileges and easements appurtenant to the Property (the “Appurtenances”) (the Land, Improvements and Appurtenances collectively referred to herein as the “Property”).

SUBJECT ONLY TO those “Permitted Exceptions” set forth on Exhibit “B” attached hereto and incorporated herein by this reference, but only to the extent such Permitted Exceptions are valid, existing and, in fact, affect the Property.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee’s successors and assigns forever; and subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor’s successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee’s 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, subject to the Permitted Exceptions.

Ad valorem taxes for the year of this deed have been prorated; accordingly, by its acceptance of this Deed, Grantee assumes responsibility to pay all ad valorem taxes on the Property for such year and all subsequent years.

IN WITNESS WHEREOF, Grantor executed this Special Warranty Deed this 18 day of December, 2019.

**GRANTOR:**

GERSHMAN PROPERTIES, LLC,  
a California limited liability company

By: *Ronald Gershman*  
Ronald Gershman, CEO/Manager

State of California  
County of \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE \_\_\_\_\_

PLACE NOTARY SEAL ABOVE

*See Attached*

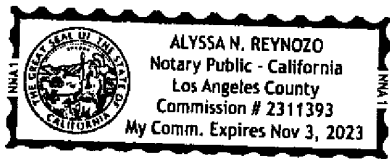
**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles }  
On December 18, 2019 before me, Alyssa N. Reynozo, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Ronald Gershman  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Alyssa Reynozo  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_  
**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

## Exhibit A

### Legal Description

REAL PROPERTY IN THE CITY OF SALT LAKE, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 9 TO 23 INCLUSIVE, BLOCK 2 HOLLAND SUBDIVISION; ALSO, BEGINNING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 2, HOLLAND SUBDIVISION OF BLOCK 10, FIVE ACRE PLAT "A", BIG FIELD SURVEY, SALT LAKE CITY, UTAH; THENCE SOUTH 300 FEET TO THE SOUTHEAST CORNER OF LOT 9; THENCE EAST 8.75 FEET; THENCE NORTH 37.5 FEET; THENCE EAST 8.75 FEET; THENCE NORTH 262.5 FEET TO THE NORTHWEST CORNER OF LOT 17; THENCE WEST 17.5 FEET TO THE PLACE OF BEGINNING.

EXCEPTING AND EXCLUDING FROM SAID TRACT 3, HOWEVER, THE FOLLOWING: COMMENCING AT THE NORTHEAST CORNER OF LOT 17, BLOCK 2, HOLLAND SUBDIVISION, WHICH POINT IS ALSO SOUTH 89°56'37" WEST ALONG THE 1300 SOUTH MONUMENT LINE 33 FEET AND SOUTH 0°01'10" EAST 48.70 FEET FROM THE SALT LAKE CITY MONUMENT IN THE INTERSECTION OF JEFFERSON STREET AND 1300 SOUTH; THENCE SOUTH 01°01'10" EAST 9.0 FEET ALONG THE GRANTOR'S EAST PROPERTY LINE; NORTH 57°13'32" WEST 16.65 FEET TO GRANTOR'S NORTH PROPERTY LINE; NORTH 89°56'37" EAST 14.0 FEET ALONG NORTH PROPERTY LINE TO POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 2, HOLLAND SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH, AND RUNNING THENCE NORTH 262.5 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK 2, HOLLAND SUBDIVISION; THENCE EAST 156.75 FEET; THENCE NORTH 37.5 FEET; THENCE EAST 156.75 FEET TO THE NORTHEAST CORNER OF LOT 24, BLOCK 2, HOLLAND SUBDIVISION; THENCE SOUTH 243.75 FEET; THENCE WEST 156.75 FEET; THENCE SOUTH 56.25 FEET; THENCE WEST 156.75 FEET TO THE PLACE OF BEGINNING.

APN: 15-12-480-001-0000 and 15-13-210-001-0000

Property Address: 175 West 1300 South, Salt Lake City, UT 84115

Exhibit A

Special Warranty Deed

BK 10876 PG 6491

**EXHIBIT B  
PERMITTED EXCEPTIONS**

Any future special assessments levied by Salt Lake City corporation under Utah Concrete Replacement Special Improvement District No. 40-R-7, as disclosed by Notice:

Recorded: June 7, 1985  
Entry No.: 4095936  
Book/Page: 5661/198  
Recorded: May 9, 1986  
Entry No.: 4243080  
Book/page: 5765/1112

Provisions of Ordinances:

Recorded: August 7, 1945  
Entry No.: 1007940 (Copy to follow)  
Book/Page: 433/142  
Recorded: August 17, 1949  
Entry No.: 1167892  
Book/page: 700/404

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Indenture of Lease  
Lessor: Grantor  
Lessee: Sears, Roebuck & Co., a New York corporation  
Recording Date: March 25, 1948  
Entry No.: 1156288 (Copy to follow)  
Book/page: 676/641

As Amended by that certain unrecorded First Amendment to Indenture of Lease, dated April 1, 1983.

Assignment and Assumption of Interest in Lease as set forth therein as disclosed by the document:

Assignor: Sears, Roebuck & Co., a New York corporation  
Assignee: 700 GS, L.L.C, a Utah limited liability company  
Recording Date: September 26, 2018  
Entry No.: 12856707  
Book/page: 10716/2850

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Utah Power & Light Company  
Purpose: as described therein  
Recording Date: November 14, 1984  
Entry No.: 4015652  
Book/page: 5606/1273