

11438114

WHEN RECORDED MAIL TO: Patricia W. Hansen, as Trustee for the Irma S. Watts Family Trust Agreement c/o Ira B. Rubinfeld Ray, Quinney & Nebeker P.C. 36 South State Street, Suite 1400 Salt Lake City, Utah 84111

11438114 7/27/2012 10:48:00 AM \$18.00 Book - 10039 Pg - 7228-7232 Gary W. Ott Recorder, Salt Lake County, UT FOUNDERS TITLE BY: eCASH, DEPUTY - EF 5 P.

SPECIAL WARRANTY DEED

Fashion Place Anchor Acquisition, LLC, a Delaware limited liability company, with its principal office located at 110 North Wacker Drive, Chicago, Illinois, Grantor, hereby CONVEYS and WARRANTS against all claiming by, through or under it to

Patricia W. Hansen, as Trustee for The Irma S. Watts Family Inter Vivos Revocable Trust Agreement dated August 18, 1983

as Grantee, whose address is 6414 Glen Oaks Street, Murray, Utah, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in Salt Lake County, State of Utah:

See attached Exhibit "A" for legal description

This conveyance is made and accepted subject to the permitted exceptions shown on the attached Exhibit "B"

The Grantor hereby binds itself to warrant and defend the title as against the acts of Grantor and no other, subject to the matters set forth above.

The authorized representative who signs this deed hereby certifies that this deed and the transfer it represents was duly authorized under the terms of the operating agreement of the limited liability company and its articles of organization.

In witness whereof, the Grantor has caused its name to be affixed to this deed by its duly authorized representative this 2011 day of 1000 2011.

Fashion Place Anchor Acquisition, LLC, a Delaware limited liability company

By:___ Name: Its:

Mafvih J. Levine Authørized Officer

STATE OF ILLINOIS)	
:SS	
COUNTY OF COOK)	
person whose name is subscribed to the fo	, 2011, Marvin J. Levine personally the basis of satisfactory evidence that he is the pregoing instrument and acknowledged to me that he that by his signature on this instrument, the entity on rument.
I certify under penalty of perjury under the paragraph is true and correct.	laws of the State of Illinois that the foregoing
WITNESS my hand and official seal. Notary Public	(Seal)
My Commission Expires: 8-22-12	OFFICIAL SEAL LESLEE C NISSEN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES .08/22/12

Exhibit "A" Legal Description

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE STREET, SAID POINT BEING SOUTH 02°16′10" WEST ALONG THE MONUMENT LINE OF SAID STATE STREET 675.78 FEET AND SOUTH 87°43′50" EAST 60.71 FEET FROM A FOUND BRASS CAP MONUMENT FOUND IN THE INTERSECTION OF 6100 SOUTH STREET AND SAID STATE STREET, SAID POINT ALSO BEING SOUTH 736.21 FEET, MORE OR LESS, AND EAST 635.04 FEET, MORE OR LESS, FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 85°00′00" EAST 254.07 FEET; THENCE SOUTH 02°25′27" WEST 16.96 FEET; THENCE NORTH 87°37′02" WEST 253.13 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 01°02′50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE 28.57 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5,767 SQ. FT. OR 0.132 ACRES

Tax
$$19$$
 22-19-104-014
Tax 10 22-19-104-006

Exhibit "B" Permitted Exceptions

- 1. General property taxes for the year 2011, which are now a lien but are not yet due and payable.
- 2. Said property is located within the boundaries of Murray City and the Cottonwood Improvement District.
- 3. A Grant of Easement in favor of Cahoon & Maxfield Irrigation Company by instrument recorded June 14, 1971, as Entry No. 2391095, in Book 2968, at Page 439 of the Official Records, whose interest has been conveyed to Murray City Corporation by Quit Claim Deed recorded December 29, 1999 as Entry No. 7543760 in Book 8332 at Page 6903 of Official Records.

The interest of Cahoon & Maxfield Irrigation Company has been conveyed to Murray City Corporation by Quit-Claim Deed recorded December 29, 1999, as Entry No. 7543760 in Book 8332 at Page 6903 of the Official Records.

4. The burdens, obligations, and limitations imposed by the terms, conditions, covenants, restrictions, agreements, rights and, easements set forth in that certain Construction, Operation and Reciprocal Easement Agreement recorded June 14, 1971, as Entry No. 2391096 in Book 2968 at Page 446 of the Official Records, as amended, affected and/or supplemented by the following instruments of record:

Encroachment Agreement recorded March 29, 1972 as Entry No. 2446043 in Book 3056 at Page 179 of the Official Records.

Amendment #1 to Construction, Operation and Reciprocal Easement Agreement recorded May 15, 1973, as Entry No. 2539860 in Book 3326 at Page 150 of the Official Records.

Amendment #2 to Construction, Operation and Reciprocal Easement Agreement recorded February 9, 1988, as Entry No. 4584396 in Book 6002 at Page 2737 of the Official Records.

REA Assignment and Assumption Agreement recorded March 16, 1993, as Entry No. 5455755 in Book 6620 at Page 1952 of the Official Records, wherein CARTER HAWLEY HALE STORES, INC., is "Assignor" and DILLARD DEPARTMENT STORES, INC.," is "Assignee".

Assignment of REA recorded October 9, 1998, as Entry No. 7115549 in Book 8121 at Page 2097 of official records.

Assignment of REA recorded October 4, 2005, as Entry No. 9511711 in Book 9198 at Page 2671 of official records.

5. The burdens, obligations, and limitations imposed by the terms, conditions, covenants, restrictions, agreements, rights and, easements set forth in that certain Agreement recorded June 24, 1971, as Entry No. 2393319 in Book 2972 at Page 244 of Official Records.

- 6. A Corrective Right of Way and Easement Grant in favor of Mountain Fuel Supply Company by instrument recorded May 3, 1973 as Entry No. 2536742, in book 3316, at Page 280 of the Official Records.
- 7. Memorandum of Multi-Carrier In-Building Neutral Host Lease between Rouse-Fashion Place, LLC, a Maryland limited liability company, as Lessor, and Spectrasite Communications, Inc., a Delaware corporation, as Lessee, recorded on October 11, 2004 as Entry No. 9253547 in Book 9074 at Page 7081.