

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

DLA Piper LLP (US)  
33 Arch Street, 26<sup>th</sup> Floor  
Boston MA 02110-1147  
Attn: John Sullivan, Esq.

13831596  
11/23/2021 2:26:00 PM \$40.00  
Book - 11273 Pg - 2139-2145  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 7 P.

SEND TAX NOTICES TO:

JL CAMPUS FB INVESTORS LLC  
c/o Fairbourne Properties, LLC  
200 South Michigan Avenue, Suite 400  
Chicago, IL 60604  
Attn: Anna Fudala

And

JL CAMPUS FB INVESTORS LLC  
c/o AEW Capital Management, L.P.  
Two Seaport Lane  
Boston, MA 02210  
Attn: Asset Manager

(Tax Identification No. see attached Exhibit "A" )

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SPECIAL WARRANTY DEED

Effective this 18th day of November 2021, **CAMPUS VIEW, L.L.C., a Delaware limited liability company** (the "Grantor"), having a mailing address at One E. Washington Street, Suite 430, Phoenix, AZ 85004, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby **CONVEYS AND WARRANTS**, against those claiming by, through and under the Grantor and not otherwise, to **JL CAMPUS FB INVESTORS LLC, a Delaware limited liability company** (the "Grantee"), having a mailing address at Two Seaport Lane, Boston, MA 02210, the Grantor's right, title and interest in and to that certain tract of land located in Salt Lake County, State of Utah, as described in Exhibit "A" attached hereto (the "Subject Property").

**SUBJECT TO** all real property taxes and assessments that are not yet delinquent, and the matters set forth on Exhibit "B" attached hereto and made a part hereof, but only to the extent that the same are currently valid and enforceable against the Subject Property (the "Permitted Exceptions").

**TO HAVE AND TO HOLD** the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and its successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee is owner in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever arising by, through and under the Grantor and not otherwise.

The undersigned further hereby acknowledges and affirms to the below named Notary Public that the undersigned appeared before such Notary Public and either executed this Deed before such Notary Public or acknowledged to such Notary Public that the undersigned executed this Deed for the purposes stated in it.

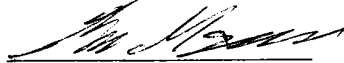
[SIGNATURE PAGE TO FOLLOW]

Grantor has caused its duly authorized representative to execute this instrument as of the date set forth in the acknowledgment hereof, but effective as of the date first set forth above.

Grantor:

Campus View, L.L.C.,  
a Delaware limited liability company

By: Campus View Associates, L.L.C.,  
a Delaware limited liability company



William M. Grosse,  
Executive Committee Member

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 San Diego)

On November 17<sup>th</sup>, 2021 before me, Megan L. Nelson  
a Notary Public, personally appeared WILLIAM M. GROSSE, who proved to me on the basis of satisfactory evidence to be the person(s) who 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.

Signature 

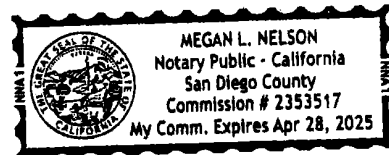


EXHIBIT "A"

Legal Description of Subject Property

PARCEL 1 (FEE SIMPLE):

LOTS 1, 2, 3, 4 AND 5, JORDAN LANDING RETAIL VI SUBDIVISION (AMENDING LOT 5C OF JORDAN LANDING II FINAL PLAT, THIRD AMENDMENT), ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 2 (EASEMENT):

EASEMENT AGREEMENT RECORDED DECEMBER 22, 2006, AS ENTRY NO. 9949761 IN BOOK 9398 AT PAGE 8656 OF OFFICIAL RECORDS.

SAID PROPERTY IS ALSO KNOWN BY THE STREET ADDRESS OF:

LOT 1: 7682 SOUTH CAMPUS VIEW DRIVE, WEST JORDAN, UT 84084

Tax Parcel No. 21-29-376-004-0000

Tax Parcel No. 21-29-376-008-0000

Tax Parcel No. 21-29-376-007-0000

Tax Parcel No. 21-29-376-006-0000

Tax Parcel No. 21-29-376-005-0000

EXHIBIT "B"

Permitted Exceptions

1. TAXES FOR THE YEAR 2021, WHICH ARE A LIEN, BUT NOT YET DUE AND PAYABLE, AND ALL SUBSEQUENT YEARS.
2. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), OR (C) ARE SHOWN BY THE PUBLIC RECORDS.
3. AVIGATION EASEMENT, IN FAVOR OF SALT LAKE CITY CORPORATION, FOR A PERPETUAL AND ASSIGNABLE EASEMENT IN AND OVER THE LAND DESCRIBED THEREIN, FOR THE FREE AND UNRESTRICTED PASSAGE OF AIRCRAFT OF ANY AND ALL KINDS NOW OR HEREAFTER DEVELOPED FOR THE PURPOSE OF TRANSPORTING PERSONS OR PROPERTY THROUGH THE AIR, IN THROUGH, ACROSS AND ABOUT THE AIRSPACE OVER THE REAL PROPERTY ABOVE A FLAT PLAIN 4755 FEET MEAN SEA LEVEL, AS DETERMINED BY U.S.G.S. DATUM COTERMINOUS WITH THE BOUNDARIES OF THE REAL PROPERTY DESCRIBED THEREIN, AND THE TERMS, COVENANTS AND CONDITIONS THEREOF, RECORDED APRIL 7, 1981 AS ENTRY NO. 3552237 IN BOOK 5234 AT PAGE 710 OF OFFICIAL RECORDS.
4. AVIGATION EASEMENT AS DISCLOSED BY SPECIAL WARRANTY DEED IN FAVOR OF SALT LAKE CITY CORPORATION FOR THE FREE AND UNRESTRICTED PASSAGE OF AIRCRAFT OF ANY AND ALL KINDS IN, THROUGH, ACROSS AND ABOUT THE AIRSPACE OVER THE LAND RECORDED AUGUST 24, 1999 AS ENTRY NO. 7450783 IN BOOK 8304 AT PAGE 5570 OF OFFICIAL RECORDS.
5. TERMS AND CONDITIONS OF EASEMENT AGREEMENT RECORDED DECEMBER 22, 2006, AS ENTRY NO. 9949761 IN BOOK 9398 AT PAGE 8656 OF OFFICIAL RECORDS, APPROXIMATELY AS SHOWN ON THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY TALISMAN CIVIL CONSULTANTS, PREPARED SEPTEMBER 24, 2021, LAST REVISED NOVEMBER 9, 2021, DESIGNATED AS JOB NO. 20-XXX (THE "SURVEY").
6. ANY COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIENS, CHARGES, TERMS AND PROVISIONS CONTAINED WITHIN THOSE CERTAIN EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR") RECORDED JUNE 21, 2000 AS ENTRY NO. 7664911 IN BOOK 8370 AT PAGE 1146 OF OFFICIAL RECORDS, AND ANY AMENDMENTS THERETO, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANT, CONDITION OR RESTRICTION VIOLATES 42 USC 3604(C).  
EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR") RECORDED NOVEMBER 29, 2000 TO CORRECT ERRORS AND OMISSIONS IN THE EXHIBITS AS ENTRY NO. 7769817 IN BOOK 8404 AT PAGE 4016 OF OFFICIAL RECORDS.
7. RECIPROCAL EASEMENT AGREEMENT DATED JUNE 15, 2000 BY AND BETWEEN JORDAN LANDING II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, JORDAN LANDING, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND WAL-MART

STORES, INC., A DELAWARE CORPORATION RECORDED JUNE 21, 2000 AS ENTRY NO. 7664912 IN BOOK 8370 AT PAGE 1159 OF OFFICIAL RECORDS.

SAID RECIPROCAL EASEMENT AGREEMENT WAS RE-RECORDED NOVEMBER 29, 2000 TO CORRECT ERRORS AND OMISSIONS IN THE EXHIBITS AS ENTRY NO. 7769818 IN BOOK 8404 AT PAGE 4031 OF OFFICIAL RECORDS.

(THE FOLLOWING AFFECTS PORTION OF LOT 1 OF PARCEL 1)

8. AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR TELECOMMUNICATIONS AND INCIDENTAL PURPOSES, AS GRANTED TO QWEST CORPORATION, A DELAWARE CORPORATION BY INSTRUMENT RECORDED APRIL 26, 2001 AS ENTRY NO. 7880068 IN BOOK 8449 AT PAGE 8699 OF OFFICIAL RECORDS, APPROXIMATELY AS SHOWN ON THE SURVEY.
9. EASEMENTS, NOTES AND RESTRICTIONS AS SHOWN ON SUBDIVISION PLAT RECORDED MAY 29, 2003 AS ENTRY NO. 8666143 IN BOOK 2003P OF PLATS AT PAGE 150, APPROXIMATELY AS SHOWN ON THE SURVEY.  
EASEMENTS, NOTES AND RESTRICTIONS AS SHOWN ON SUBDIVISION PLAT RECORDED JULY 1, 2009 AS ENTRY NO. 10744418 IN BOOK 2009P OF PLATS AT PAGE 87, APPROXIMATELY AS SHOWN ON THE SURVEY.  
(THE FOLLOWING AFFECTS PORTION OF LOT 1 OF PARCEL 1)
10. AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR GAS TRANSMISSION AND INCIDENTAL PURPOSES, AS GRANTED TO QUESTAR GAS COMPANY, A CORPORATION OF THE STATE OF UTAH BY INSTRUMENT RECORDED OCTOBER 16, 2003 AS ENTRY NO. 8852577 IN BOOK 8896 AT PAGE 6265 OF OFFICIAL RECORDS, APPROXIMATELY AS SHOWN ON THE SURVEY.
11. AN UNRECORDED LEASE EXECUTED BY CAMPUS VIEW, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSOR, AND MICHAELS STORES, INC., A DELAWARE CORPORATION, AS LESSEE, AS DISCLOSED BY MEMORANDUM OF SHOPPING CENTER LEASE RECORDED JANUARY 07, 2008 AS ENTRY NO. 10317385 IN BOOK 9556 AT PAGE 6917 OF OFFICIAL RECORDS.
12. AN UNRECORDED LEASE INCLUDING A RIGHT OF FIRST REFUSAL EXECUTED BY CAMPUS VIEW, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS LESSOR, AND CHICK-FIL-A, INC., A GEORGIA CORPORATION, AS LESSEE, AS DISCLOSED BY MEMORANDUM OF LEASE RECORDED JUNE 19, 2008 AS ENTRY NO. 10457168 IN BOOK 9618 AT PAGE 7067 OF OFFICIAL RECORDS. AMENDMENT NO. 1 TO LEASE DATED JUNE 05, 2008 AS DISCLOSED BY MEMORANDUM OF LEASE RECORDED JUNE 19, 2008 AS ENTRY NO. 10457168 IN BOOK 9618 AT PAGE 7067 OF OFFICIAL RECORDS.
13. FIRST AMENDMENT TO EASEMENT AGREEMENT BY AND BETWEEN CAMPUS VIEW, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("CAMPUS VIEW") AND JL OFFICE ONE ASSOCIATES, LLC, A UTAH LIMITED LIABILITY COMPANY ("ASSOCIATES"), AS SUCCESSOR IN INTEREST TO THE PARK AT JORDAN LANDING, LLC, A UTAH LIMITED LIABILITY COMPANY ("THE PARK") RECORDED APRIL 20, 2016 AS ENTRY NO. 12262976 IN BOOK 10422 AT PAGE 7656 OF OFFICIAL RECORDS, APPROXIMATELY AS SHOWN ON THE SURVEY.
14. AN EASEMENT OVER, ACROSS OR THROUGH THE LAND FOR RECIPROCAL EASEMENT AND INCIDENTAL PURPOSES, AS GRANTED TO CAMPUS VIEW, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY BY INSTRUMENT RECORDED MAY 02, 2018 AS ENTRY NO. 12764903 IN BOOK 10670 AT PAGE 8043 OF OFFICIAL RECORDS.

15. ANY CLAIM TO (A) OWNERSHIP OF OR RIGHTS TO MINERALS AND SIMILAR SUBSTANCES, INCLUDING BUT NOT LIMITED TO ORES, METALS, COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND, AND GRAVEL LOCATED IN, ON, OR UNDER THE LAND OR PRODUCED FROM THE LAND, WHETHER SUCH OWNERSHIP OR RIGHTS ARISE BY LEASE, GRANT, EXCEPTION, CONVEYANCE, RESERVATION, OR OTHERWISE; AND (B) ANY RIGHTS, PRIVILEGES, IMMUNITIES, RIGHTS OF WAY, AND EASEMENTS ASSOCIATED THEREWITH OR APPURTENANT THERETO, WHETHER OR NOT THE INTERESTS OR RIGHTS EXCEPTED IN (A) OR (B) APPEAR IN THE PUBLIC RECORDS OR ARE SHOWN IN SCHEDULE B.