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4/11/2011 2:06:00 PM \$41.00
Book - 9917 Pg - 4011-4024
Gary W. Ott
Recorder, Salt Lake County, UT
TITLE WEST
BY: eCASH, DEPUTY - EF 14 P.

When Recorded Return To:
SALT LAKE CITY CORP.
PROPERTY MANAGEMENT
451 S. State #225
SLC, UT 84114 - 8460

SPECIAL WARRANTY DEED
WITH RESERVATION AND GRANT OF EASEMENTS

THIS SPECIAL WARRANTY DEED WITH RESERVATION AND GRANT OF EASEMENTS ("Deed") is made as of the 11 day of April, 2011, by and between WOODMEN PROPERTIES L.L.C., a Utah limited liability company ("Grantor"), and SALT LAKE CITY CORPORATION, a Utah municipal corporation, 451 South State Street, Salt Lake City, Utah 84111 ("Grantee" or "City"):

For and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does, by this Deed, CONVEY AND WARRANT to the Grantee against all claiming by, through, or under it, the real property specifically described on Exhibit "A" attached hereto (the "Property"); subject to matters of public record, the Permitted Exceptions listed on Exhibit "B" and the following express easements and rights reserved to Grantor for the benefit of the adjacent property owned by Grantor and its successors, assigns, grantees, and lessees, specifically described in Exhibit "C" attached hereto (the "Grantor Property"), which, together with the Grantee conveyed Easements and the Grantor conveyed Easements listed below, shall run with the land:

A. GRANTOR RESERVED EASEMENTS:

1. Air Rights Easements. Grantor hereby reserves and retains a perpetual air rights easement for balconies on multiple levels of a building to be constructed on the Grantor Property to extend over the Property (the lowest of which will be no less than fifteen (15) feet above the grade of the Property) within the three (3) areas identified as "Air Rights Easement" on Exhibit "D" attached hereto.

2. Building Footing Encroachment Easement. Grantor hereby reserves and retains a perpetual easement for footings of a building to be constructed on the Grantor Property to encroach onto the northern boundary of the Property within the area marked "Continuous Footing Easement" on Exhibit "D". The top of such footings shall be no less than two (2) feet below the finished design grade of the improvements on the Property.

3. Storm Water Drainage Easement. Grantor hereby reserves and retains a perpetual easement for storm water drainage collected into a piped system which shall extend underground in the two (2) locations marked on Exhibit "D" as "Storm Drain Line Easement" and the right for any water coming from overflow drains to outfall onto the surface of the Property,

51021 (6/29/08)

provided that the design is such that the storm water is intended to be conveyed to the storm water system through the underground pipe system and the overflow system is intended for backup.

4. Maintenance Easement. Grantor hereby reserves and retains a perpetual easement to allow Grantor to remove snow, debris, and obstructions and otherwise maintain clear passage across and through any ramps and stairways on the Property that connect to the Grantor Property or any building thereon.

5. Permanent Improvement Encroachments. Grantor hereby reserves and retains a perpetual easement for minor encroachments, not to exceed eight (8) inches, onto the Property by any improvement on the Grantor's Property including, but not limited to, any light fixture, wall sconce, decoration, or building finish material.

6. Construction and Staging Easement. Grantor hereby reserves and retains the right to enter the Property for purposes of staging and construction of improvements on the Grantor Property, including the right to install temporary shoring and scaffolding on the Property and the right to excavate and remove earth materials from and lay back earthwork on and install temporary shoring on the Property, provided such excavation and removal does not exceed the designed limits or depths of Grantee's improvement plans. All excavations and fall slopes shall be done in accordance with the recommendations of the soils engineers and Grantor's activities shall not unreasonably interfere with construction by Grantee or its assigns on the Property.

7. Access Easement. Grantor hereby reserves and retains a perpetual non-exclusive easement for pedestrian and bicycle access, ingress, and egress from the Grantor Property onto the Property and the trail to be constructed thereon by Grantee or its assigns within the two (2) areas marked as "Access Easement" on Exhibit "D".

B. GRANTEE CONVEYED EASEMENT:

1. Grantee hereby grants to Grantor, its successors, assigns, and grantees, as running with the land, a perpetual easement to extend soil nails from the eastern boundary of the Grantor Property beneath the surface of the 1300 East roadway not to exceed a length of 25 feet, provided such soil nails shall be located and designed for a depth and location which shall not obstruct or interfere with any existing utilities.

C. GRANTOR CONVEYED EASEMENTS:

Grantor hereby grants to Grantee, its successors, assigns, and grantees the following easement rights which shall run with the land:

1. Access Easement. Grantor hereby grants to Grantee a perpetual non-exclusive public pedestrian and bicycle access, ingress, and egress easement along the sidewalks, ramps, and stairs located within the three (3) areas marked on Exhibit "D" as "Public Access Easement".

2. Draw Improvement Easement. Grantor hereby grants to Grantee a perpetual easement within the area marked "Draw Improvement Easement" on Exhibit "D" for surface and underground footing and foundation improvements required to complete the bridge to be constructed on 1300 East over the extension of the trail to be constructed on the Property.

3. Construction and Staging. Grantor hereby grants to Grantee the right to enter the Grantor Property for purposes of staging and construction of improvements on the Property, including the right to install temporary shoring on the Grantor Property and the right to excavate and remove earth materials from and lay back earthwork on and install temporary shoring on the Grantor Property, provided such excavation and removal does not exceed the designed limits or depths of Grantee's improvement plans. All excavations and fall slopes shall be done in accordance with the recommendations of the soils engineers and Grantee's activities shall not unreasonably interfere with construction by Grantor or its assigns on the Grantor Property.

4. Trail Easement. Grantor hereby grants to Grantee a perpetual non-exclusive public pedestrian and non-motorized vehicle (with the exception of maintenance vehicles) ingress and egress easement over the paved walkway to be constructed as drawn within the area marked "Trail Easement" on Exhibit "D".

5. Wall Finish Easement. Grantor hereby grants to Grantee a perpetual non-exclusive easement to attach decorative wall finish improvements to the foundations and building walls of the building to be constructed on the Grantor Property, including landscape, irrigation, piping, landscape planters, and electrical conduits for lighting in conformance with mutually approved design, provided that such shall be maintained by Grantee in good condition at all times and shall not impair the structural integrity of the foundation or wall to which it shall be attached.

D. GRANTEE TERMINATED EASEMENT:

Grantee hereby terminates the Easement Agreement between Grantor and Grantee recorded November 4, 1997 as Entry 6781045 in Book 7799 at pages 126 , a copy of which is attached hereto as Exhibit "E".

E. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:

Grantor represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Deed upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Special Warranty Deed With Reservation and Grant of Easements to be duly executed as of the date first above written.

[Signatures on following page]



SALT LAKE CITY CORPORATION

[Signature]
Mayor

ATTEST AND COUNTERSIGN:

APPROVED AS TO FORM:

[Signature]
CITY RECORDER

[Signature]
SENIOR CITY ATTORNEY

STATE OF UTAH)
):ss.
COUNTY OF SALT LAKE)

RECORDED

APR 06 2011



CITY RECORDER

The foregoing Special Warranty Deed was acknowledged before me this 6th day of April, 2011, by Ralph Becker, in his capacity as Mayor of Salt Lake City Corporation, a Utah municipal corporation.

[Signature]
NOTARY PUBLIC, residing in
Salt Lake County, Utah

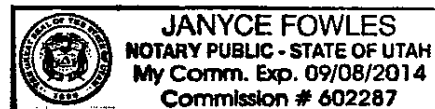
STATE OF UTAH)
):ss.
COUNTY OF SALT LAKE)



The foregoing Special Warranty Deed was acknowledged before me this 6th day of April, 2011, by Christine Meeker, in her capacity as City Recorder of Salt Lake City Corporation, a Utah municipal corporation.

[Signature]
NOTARY PUBLIC, residing in
Salt Lake County, Utah

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515



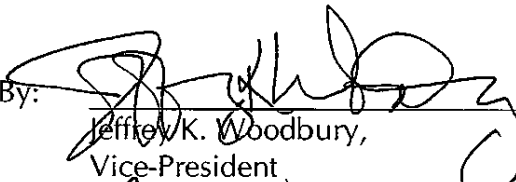
WOODMEN PROPERTIES L.L.C., a Utah limited liability company

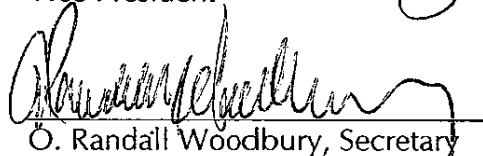
BY: WOODBURY STRATEGIC PARTNERS FUND, L.P.,
a Delaware limited partnership, Its Manager

By: WSP TRUFFLES L.L.C., a Delaware limited liability company,
its General Partner

By: WOODBURY STRATEGIC PARTNERS
MANAGEMENT L.L.C., a Utah limited liability
company, its Manager

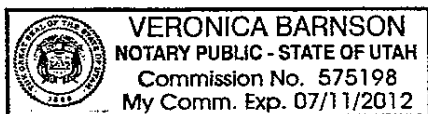
By: WOODBURY CORPORATION, a Utah
corporation, its Manager

By: 
Jeffrey K. Woodbury,
Vice-President

By: 
O. Randall Woodbury, Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 5th day of April, 2011, before me personally appeared Jeffrey K. WOODBURY and O. Randall Woodbury, to me personally known, who being by me duly sworn did say that they are the Vice-President and Secretary of WOODBURY CORPORATION, a Utah corporation, known to be the Manager of WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, Manager of WSP TRUFFLES L.L.C., a Delaware limited liability company, General Partner of WOODBURY STRATEGIC PARTNERS FUND, L.P., a Delaware limited partnership, as Manager of WOODMEN PROPERTIES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.





Notary Public

EXHIBIT "A"

Lot 5 of "Homestead Village Lot 3 Amended and Also Amending Lots 1 through 4 Blk. 1 View City Subdivision", according to the official plat thereof, filed in Book "2017" of Plats, at Page 40 of the Official Records of the Salt Lake County Recorder, the boundary of which is described as follows:

The property is located in Salt Lake County, State of Utah:

A parcel of land situate in the Northeast Quarter of Section 20, Township 1 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that is South 00 degrees 01'00" East, along the monument line of 1300 East Street 394.99 Feet and South 89 degrees 59'00" West 71.97 Feet from the intersection of the monument line of 2100 South Street with the monument line of 1300 East Street. Said point of intersection being South 89 Degrees 58'50" East, 41.81 Feet from a found Salt Lake City brass cap monument in 2100 South Street. Said point of beginning also being South 00 Degrees 01'00" East 361.89 Feet from the northeast corner of Lot 10, Block 46, 10 acre Plat A, big field survey. Said point also being on the westerly right of way line of 1300 East Street, and north line of a survey known as park view plaza I & II, filed in the Salt Lake County surveyors office by Bush and Gudgell, Inc. as #S2004-12-0992 and dated June 01, 2004. Thence along said North line the following four (4) courses: 1) Northwesterly 46.55 feet along the arc of a 386.31 foot radius non-tangent curve to the left (Center bears South 18 Degrees 06'22" West with a central angle of 6 Degrees 54'15"); 2) South 89 Degrees 50'42" West, 3.92 Feet to a point on a 385.00 foot radius non-tangent curve to the left; 3) Northwesterly along said arc 11.22 feet (Center bears South 14 Degrees 52'41" West with a central angle of 1 Degree 40'12"); 4) South 89 Degrees 38'00" West, 211.82 feet to the east line of a survey known as Hidden Hollow Property Survey, filed in the Salt Lake County surveyors office by Salt Lake City Corporation as #S01-04-0247 and dated April 12, 2001; Thence North 00 Degrees 20'59" East, along said east line to an angle point 0.04 feet; Thence North 00 Degrees 08'55" West along said line 39.96 feet; Thence North 89 Degrees 38'00" East, 271.71 feet to the west line of 1300 East Street; Thence South 00 Degrees 01'00" East along said west line 54.87 feet to the point of beginning.

Part of Tax ID No. 16-20-229-013 and 16-20-229-046.



EXHIBIT "B"
Permitted Exceptions

1. Utility Easement and the terms, conditions and limitations contained therein recorded October 23, 1997 as Entry No. 6770702 in Book 7788 at Page 1335 of Official Records.

Amendment to Utility Easement and the terms, conditions and limitations contained therein, Dated February 25, 2011, Recorded April 11, 2011, as Entry No. 11164506 in Book 9917, at Page 33105.

2. Development Agreement and Reciprocal Easement Agreement recorded November 27, 2001 as Entry No. 8071443 in Book 8531 at Page 4118 of Official Records.

The effect of the Termination of Easement between Mecham Parkview Associates, L.L.C., a Utah limited liability company, Fong Parkview Associates, L.L.C., a Utah limited liability company and Woodmen Properties, L.C., a Utah limited liability company, Dated 4/11/2011 and Recorded 4-11-2011, as Entry No. 11164519 in Book 9917, at Page 2438.

3. Easement in favor of Salt Lake City Corporation, a Municipal corporation, dated August 7, 2001 and recorded December 7, 2001 as Entry No. 8084418 in Book 8538 at Page 505 of Official Records.

4. The easements, recitals, notes and other matters shown and set forth on the Homestead Village Lot 3 Amended and also Amending Lots 1 through 4, BLK. 1 View Subdivision, Recorded April 7, 2011 as Entry NO. 11163174, in Book 2011P, of Plats at Page 40.

5. Access Easement Agreement and the terms and conditions contained therein, between Woodmen Properties L.L.C., a Utah limited liability company, as Grantor, Mecham Parkview Associates, L.L.C., a Utah limited liability company and Fong Parkview Associates, L.L.C., a Utah limited liability company as Grantee, Dated 4-11-2011 and Recorded 4-11-2011 as Entry No. 11164520, in Book 9917, at Page 3444.

EXHIBIT "C"

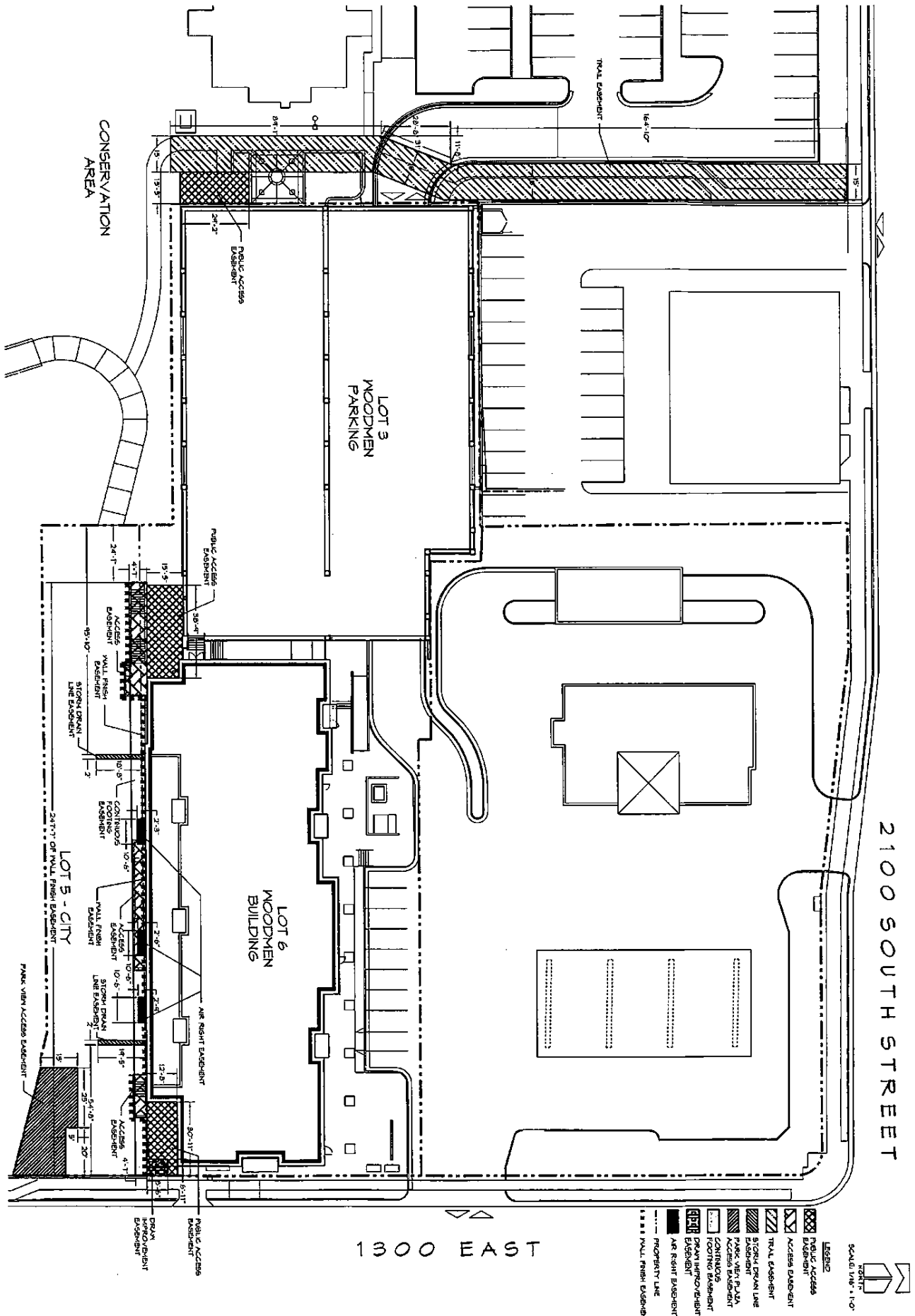
Amended Lot 3 and Lot 6 of "Homestead Village Lot 3 Amended and Also Amending Lots 1 through 4 Bld. 1 View City Subdivision", according to the official plat thereof, filed in Book "2011P" of Plats, at Page 40 of the Official Records of the Salt Lake County Recorder, the boundary of which Amended Lot 3 and Lot 6 are described as follows:

A parcel of land situate in the Northeast Quarter of Section 20, Township 1 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point that is South 00°01'00" East along the monument line of 1300 East Street 340.12 feet and South 89°59'00" West 71.97 feet and South 89°38'00" West 215.54 feet from the intersection of the monument line of 2100 South Street with the monument line of 1300 East Street, said point of intersection being South 89°58'50" East 41.81 feet from a found Salt Lake City Brass Cap Monument in 2100 South Street, and running thence South 89°38'00" West 56.17 feet; thence North 00°08'55" West 14.02 feet; thence South 89°52'18" West 133.65 feet; thence North 00°08'17" West 129.04 feet; thence North 89°51'43" East 134.67 feet; thence South 00°00'09" East 20.36 feet; thence North 89°58'08" East 55.09 feet; thence South 00°00'00" East 71.17 feet; thence East 0.41 feet; thence South 00°00'00" East 51.22 feet to the point of beginning. Contains 24.141 Square Feet or 0.55 Acres.

AND

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS SOUTH 00°01'00" EAST ALONG THE MONUMENT LINE OF 1300 EAST STREET 224.76 FEET AND SOUTH 89°59'00" WEST 71.97 FEET FROM THE INTERSECTION OF THE MONUMENT LINE OF 2100 SOUTH STREET WITH THE MONUMENT LINE OF 1300 EAST STREET, SAID POINT OF INTERSECTION BEING SOUTH 89°58'50" EAST 41.81 FEET FROM A FOUND SALT LAKE CITY BRASS CAP MONUMENT IN 2100 SOUTH STREET, SAID POINT OF BEGINNING ALSO BEING SOUTH 00°01'00" EAST 191.65 FEET FROM THE NORTHEAST CORNER OF LOT 10, BLOCK 46, 10 ACRE PLAT A, BIG FIELD SURVEY, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF 1300 EAST STREET; AND RUNNING THENCE SOUTH 00°01'00" EAST 115.37 FEET; THENCE SOUTH 89°38'00" WEST 215.54 FEET; THENCE NORTH 00°00'00" EAST 51.22 FEET; THENCE NORTH 90°00'00" WEST 0.41 FEET; THENCE NORTH 00°00'00" EAST 71.17 FEET; THENCE NORTH 89°58'08" EAST 60.94 FEET; THENCE SOUTH 73°49'53" EAST 20.63 FEET; THENCE NORTH 89°58'08" EAST 135.17 FEET TO THE POINT OF BEGINNING. CONTAINS 25,436 SQUARE FEET OR 0.58 ACRES.

EXHIBIT "D"



1300 EAST

2100 SOUTH STREET

EXHIBIT "E"

6781045
11/04/97 1:04 PM ***NO FEE***
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PLANNING
REC BY=R ZITO DEPUTY

AFTER RECORDING RETURN TO:
Salt Lake City Corporation
Attn: Planning Director
451 South State Street
Salt Lake City, Utah 84111

~~6781045~~

EASEMENT AGREEMENT

Woodmen Properties, L.C. ("Grantor"), hereby grants and conveys to Salt Lake City Corporation ("Grantee") for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a perpetual easement and right-of-way on, over, across and through the following described real property located in Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto (the "Original Property"), for the purpose of obtaining access to that parcel of real property located in Salt Lake County, Utah, which is more particularly described on Exhibit "B" attached hereto (the "Park Property"), for ingress and egress for the purpose of maintenance, clean up and any emergency purposes associated with the Park Property.

This easement and right-of-way is subject to the following conditions and limitations:

1. Grantee's access, ingress and egress across the Original Property shall be limited to the unimproved areas of the Original Property, or, when the property has been improved, shall be limited to the parking lots and/or other paved areas.
2. Notwithstanding the foregoing, across the southern ten feet of the Original Property, Grantee shall have unlimited access for ingress and egress for the purpose of maintenance, clean up and any emergency purposes as may be desirable or necessary in connection with the Park Property, except that Grantee may not damage or interfere with any buildings or structures which may lawfully extend into that ten-foot easement area. Use of this easement and right-of-way for maintenance purposes shall take place only on Monday through Saturday between the hours of 10:00 a.m. and 5:00 p.m.

L:\WP\USERS\JOHNK\woodmen slc.eas

~~BK 9917 PG 4021~~

(Handwritten mark)

(Handwritten initials and mark)

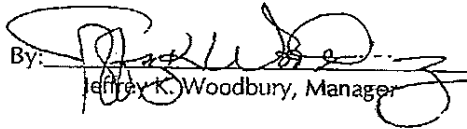
3. Grantor agrees that it shall not erect or construct or permit to be erected or constructed any building or structure within the southern ten feet of the Original Property without Grantee's written consent.

4. Grantor acknowledges and agrees that this Easement Agreement is binding upon its heirs, successors, trustees, receivers, and assigns and that the easement described herein is intended to and shall run with the land.

5. This Easement Agreement is not assignable without Grantor's consent.

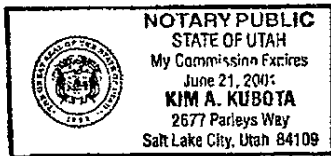
DATED this 17 day of October, 1997.

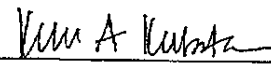
WOODMEN PROPERTIES, L.C.

By: 
Jeffrey K. Woodbury, Manager

STATE OF UTAH)
)
) : ss.
)
COUNTY OF SALT LAKE)

On this 17 day of October, 1997 before me personally appeared JEFFREY K. WOODBURY, to me personally known to be the Manager of Woodmen Properties, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.




Notary Public

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EXHIBIT A

Lots 1, 2 and 3 of Homestead Village, according to the official plat thereof recorded as Entry #6766976, Book 97-10P, Page 316 of the official records of Salt Lake County, Utah.

L:\WP\ASSOC\WOODMEN\LONESTAR.OA5.WPD 22

11-27-99-10P-316

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EXHIBIT B

Lot 4 of Homestead Village, according to the official plat thereof recorded as Entry #6766976, Book 97-10P, Page 316 of the official records of Salt Lake County, Utah.

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~~6766976~~

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