

**WHEN RECORDED RETURN TO,
AND SEND TAX NOTICES TO:**

RiverPark Sugarhouse, LLC
10701 South River Front Parkway, Suite 135
South Jordan, Utah 84095

13368853
8/21/2020 12:48:00 PM \$40.00
Book - 11003 Pg - 3793-3801
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 9 P.

Tax Parcel Nos. 16-20-229-071-0000, 16-20-229-070-0000 and 16-20-229-074-0000

SPECIAL WARRANTY DEED

KJ-Camden, LLC and 2741 Middlefield Partners, LLC / RiverPark Sugarhouse, LLC

THIS INSTRUMENT is executed as of the 21st day of August, 2020, by KJ-CAMDEN, LLC, a California limited liability company (*incorrectly identified in various vesting deeds of record as "K-J Camden, LLC"*), as to an undivided 50.756% interest, and 2741 MIDDLEFIELD PARTNERS, LLC, a California limited liability company, as to an undivided 49.244% interest (collectively, "*Grantors*"), whose address is 401 Florence St, #200, Palo Alto, California 94301, in favor of RIVERPARK SUGARHOUSE, LLC, a Utah limited liability company ("*Grantee*"), whose address is 10701 South River Front Parkway, Suite 135, South Jordan, Utah 84095.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantors hereby convey and warrant to Grantee against all who claim by, through or under Grantors, but not otherwise, certain real property (the "*Property*") located in Salt Lake County, Utah, described as follows:

PARCEL 1 (Westminster Building) ("Parcel 1"):

LOT 6, HOMESTEAD VILLAGE LOT 3 AMENDED AND ALSO AMENDING LOTS 1 THROUGH 4, BLOCK 1, VIEW CITY SUBDIVISION, RECORDED APRIL 7, 2011 AS ENTRY NO. 11163174 IN BOOK 2011P OF PLATS AT PAGE 40 OF OFFICIAL RECORDS.

PARCEL 1A:

EASEMENTS FOR AIR RIGHTS, BUILDING FOOTING ENCROACHMENT, STORM WATER DRAINAGE, MAINTENANCE, PERMANENT IMPROVEMENT ENCROACHMENT AND ACCESS APPURTENANT TO PARCEL 1, AS RESERVED IN THAT CERTAIN SPECIAL WARRANTY DEED WITH RESERVATION AND GRANT OF EASEMENTS RECORDED APRIL 11, 2011 AS ENTRY NO. 11164672 IN BOOK 9917 AT PAGE 4011 OF OFFICIAL RECORDS.

PARCEL 2 (Parking Structure) ("Parcel 2"):

AMENDED LOT 3, HOMESTEAD VILLAGE LOT 3 AMENDED AND ALSO AMENDING LOTS 1 THROUGH 4, BLOCK 1, VIEW CITY SUBDIVISION, RECORDED APRIL 7, 2011 AS ENTRY NO. 11163174 IN BOOK 2011P OF PLATS AT PAGE 40 OF OFFICIAL RECORDS.

PARCEL 2A:

THOSE EASEMENTS APPURTENANT TO PARCEL 2 FOR (i) INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC, AND (ii) VARIOUS PURPOSES WITHIN THE "PARKING STRUCTURE STAIRWAY EASEMENT" AND THE "TRAIL EASEMENT", AS

FIRST AMERICAN TITLE
NCS 10108165

CREATED BY AND PROVIDED FOR IN THAT CERTAIN AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED APRIL 11, 2011 AS ENTRY NO. 11164534 IN BOOK 9917 AT PAGE 3525 OF OFFICIAL RECORDS, INCLUDING, WITHOUT LIMITATION, AN INGRESS AND EGRESS ACCESS EASEMENT SITUATE IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS A SALT LAKE CITY BRASS CAP MONUMENT AT THE INTERSECTION OF DOUGLAS AVENUE AND 2100 SOUTH; THENCE WEST A DISTANCE OF 233.34 FEET AND SOUTH 46.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°35'33" EAST 30.00 FEET; THENCE SOUTH 00°24'27" WEST 28.56 FEET; THENCE NORTH 89°52'45" EAST 145.07 FEET; THENCE SOUTH 00°03'51" EAST 145.99 FEET; THENCE EAST 19.38 FEET; THENCE SOUTH 00°08'17" EAST 20.00 FEET; THENCE WEST 39.40 FEET; THENCE NORTH 00°03'51" WEST 145.95 FEET; THENCE SOUTH 89°52'45" WEST 155.23 FEET; THENCE NORTH 00°24'27" EAST 48.84 FEET TO THE POINT OF BEGINNING.

PARCEL 2B:

EASEMENTS FOR AIR RIGHTS, BUILDING FOOTING ENCROACHMENT, STORM WATER DRAINAGE, MAINTENANCE, PERMANENT IMPROVEMENT ENCROACHMENT AND ACCESS APPURTENANT TO PARCEL 2, AS RESERVED IN THAT CERTAIN SPECIAL WARRANTY DEED WITH RESERVATION AND GRANT OF EASEMENTS RECORDED APRIL 11, 2011 AS ENTRY NO. 11164672 IN BOOK 9917 AT PAGE 4011 OF OFFICIAL RECORDS.

PARCEL 3 (Redman Building) ("Parcel 3"):

LOTS 5, 6, 7 AND 8, AND THE EAST 20 FEET OF LOT 9, BLOCK 1, VIEW CITY, A SUBDIVISION OF PART OF LOT 10, BLOCK 46, TEN ACRE PLAT "A", BIG FIELD SURVEY, EXCEPTING THE NORTH 12 FEET THEREOF CONVEYED TO THE STATE ROAD COMMISSION OF UTAH.

ALSO, COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, BLOCK 1, VIEW CITY AND RUNNING THENCE WEST 120 FEET; THENCE SOUTH 20 FEET; THENCE EAST 120 FEET; THENCE NORTH 20 FEET TO THE POINT OF BEGINNING, ALSO KNOWN AS THE EAST 120 FEET OF A VACATED ALLEY TO THE SOUTH.

THE FOREGOING TWO PARCELS ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 39.12 FEET NORTH 89°58'50" WEST AND 46.36 FEET SOUTH 00°13'15" WEST FROM THE CITY MONUMENT AT 1240 EAST (DOUGLAS STREET) AND 2100 SOUTH STREET; AND RUNNING THENCE SOUTH 00°01'00" EAST 153.00 FEET; THENCE NORTH 89°50'52" EAST 120.12 FEET (RECORD 120.00 FEET); THENCE NORTH 00°01'00" WEST 153.00 FEET; THENCE SOUTH 89°50'52" WEST 120.12 FEET (RECORD 120.00 FEET) TO THE POINT OF BEGINNING.

TOGETHER WITH all buildings, other structures, landscaping, parking lots and walkways on, and fixtures attached to, the Property (including, without limitation, plumbing, electrical, heating, ventilating, air-conditioning and other lines and systems) and other physical improvements located on or affixed to the Property, and all appurtenant easements and rights-of-way and all other appurtenances in any way appertaining to the Property, including, without limitation, all right, title and interest of Grantors in and to (i) all oil, gas, water and mineral rights, (ii) any land lying in the bed of any street, road, avenue or

alley, whether open, closed or proposed, and any strips and gores, in front of or adjoining the Property, and (iii) any award for damages to the Property by reason of the change of any street or a condemnation or taking for a public use.

SUBJECT ONLY TO the following:

1. the rights of the tenants under the leases assigned by Grantors and assumed by Grantee pursuant to a separate instrument executed and delivered concurrently herewith;
2. real property taxes for calendar year 2020 (prorated between Grantors and Grantee);
3. any charge upon the Property by reason of its inclusion in Salt Lake City and the Salt Lake City Lighting District No. 3 (none now due or payable);
4. Notice of Adoption of Redevelopment Plan Entitled "Sugar House Neighborhood Development Plan" and Dated September 19, 1986, recorded November 10, 1985 as Entry No. 4346572 in Book 5838 at Page 887 of Official Records;
5. Any existing easements for utilities which may have been constructed through, over or under that portion of Parcel 3 described as being a portion of a vacated alley, as shown in that certain Vacating Ordinance, recorded January 10, 1947 as Entry No. 1060073 in Book 415 at Page 273 of Official Records;
6. Restrictive Covenant contained in Grant, Bargain, Sale Deed recorded October 6, 1989 as Entry No. 4832637 in Book 6165 at Page 2987 of Official Records;
7. Utility easements, waterline easements, pedestrian corridor easements, notes and conditions as set forth on the Homestead Village Plat, recorded October 20, 1997 as Entry No. 6766976 in Book 97-10P at Page 316 of Official Records, as affected by the following: (a) Release of Easement recorded April 4, 2011 as Entry No. 11160680 in Book 9915 at Page 7361 of Official Records; and (b) Disclaimer of Utility Easement recorded April 4, 2011 as Entry No. 11160681 in Book 9915 at Page 7363 of Official Records;
8. Amended and Restated Reciprocal Easement and Operation Agreement, recorded April 11, 2011 as Entry No. 11164534 in Book 9917 at Page 3525 of Official Records, as affected by Maintenance Agreement recorded August 21, 2012 as Entry No. 11454701 in Book 10048 at Page 251 of Official Records;
9. Utility Easement, recorded October 23, 1997 as Entry No. 6770702 in Book 7788 at Page 1335 of Official Records, as amended by Amendment to Utility Easement recorded April 11, 2011 as Entry No. 11164506 in Book 9917 at Page 3365 of Official Records;
10. Installation and Maintenance Agreement, recorded December 2, 2008 as Entry No. 10571036 in Book 9662 at Page 2876 of Official Records;
11. Lot Line Adjustment Agreement, recorded April 7, 2011 as Entry No. 11163130 in Book 9916 at Page 7445 of Official Records;
12. Special Warranty Deed With Reservation and Grant of Easements, recorded April 11, 2011 as Entry No. 11164672 in Book 9917 at Page 4011 of Official Records; and

13. Deed of Trust and Security Agreement, recorded August 10, 2016 as Entry No. 12339589 in Book 10462 at Page 4741 of Official Records, and Assignment of Rents and Leases, recorded August 10, 2016 as Entry No. 12339590 in Book 10462 at Page 4794 of Official Records.

IN ADDITION, Grantors hereby quitclaim to Grantee the land located in Salt County, Utah, described as follows, the legal description of which is the "as-surveyed", perimeter legal description of Parcel 1, Parcel 2 and Parcel 3; provided, however, that such quitclaim of such Parcels shall not in any way diminish or derogate from the conveyance and warranty of such Parcels set forth above:


A COMBINED PARCEL OF LAND, CONSISTING OF THREE SALT LAKE COUNTY PARCELS, PARCEL NUMBERS 16-20-229-070, 16-20-229-071 AND 16-20-229-074, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY UTAH, BEING ALL OF AMENDED LOT 3 AND LOT 6, HOMESTEAD VILLAGE LOT 3 AMENDED AND ALSO AMENDING LOTS 1 THROUGH 4, BLOCK 1, VIEW CITY SUBDIVISION, ENTRY NUMBER 11163174, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, TOGETHER WITH LOTS 5, 6, 7 AND 8, AND THE EAST 20 FEET OF LOT 9, BLOCK 1, VIEW CITY, A SUBDIVISION OF PART OF LOT 10, BLOCK 46, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND ALSO A VACATED ALLEY, KNOWN AS THE EAST 120 FEET OF A VACATED ALLEY TO THE SOUTH, EXCEPTING THE NORTH 12 FEET THEREOF CONVEYED TO THE STATE ROAD COMMISSION OF UTAH, SAID PARCELS DESCRIBED IN THREE SPECIAL WARRANTY DEEDS, ENTRY NUMBER(S) 12339586, 12339587 AND 12339588, RECORDED IN SAID COUNTY, SAID COMBINED PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND BRASS CAP RING AND LID STREET MONUMENT LOCATED AT THE INTERSECTION OF 1300 EAST AND 2100 SOUTH STREETS, THENCE SOUTH 89°59'59" EAST 41.81 FEET, THENCE SOUTH 00°01'00" EAST 340.12 FEET, THENCE SOUTH 89°59'00" WEST 71.97 FEET TO A POINT ON THE WEST LINE OF 1300 EAST STREET, THE SOUTHEAST CORNER OF SAID LOT 6 AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID LOT 6 AND AMENDED LOT 3 THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 89°38'00" WEST 271.71 FEET, (2) NORTH 00°08'55" WEST 14.02 FEET, (3) SOUTH 89°52'18" WEST 133.65 FEET, (4) NORTH 00°08'17" WEST 129.04 FEET; THENCE NORTH 00°00'09" WEST 153.00 FEET TO A POINT ON THE SOUTH LINE OF SAID 2100 SOUTH STREET; THENCE NORTH 89°51'43" EAST 120.12 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°00'09" EAST 153.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID AMENDED LOT 3; THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID AMENDED LOT 3 AND LOT 6 THE FOLLOWING SIX (6) COURSES: (1) NORTH 89°51'43" EAST 14.55 FEET, (2) SOUTH 00°00'09" EAST 20.37 FEET, (3) NORTH 89°58'08" EAST 116.01 FEET (116.03' RECORD), (4) SOUTH 73°49'53" EAST 20.63 FEET, (5) NORTH 89°58'08" EAST 135.17 FEET, (6) SOUTH 00°01'00" EAST 115.37' FEET TO THE POINT OF BEGINNING.

[Remainder of page intentionally left blank: signatures and acknowledgments on following pages]

GRANTORS have executed this instrument on the respective dates set forth below, to be effective as of the date first set forth above.

GRANTORS:

KJ-CAMDEN, LLC,
a California limited liability company

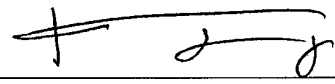
By 
Kenneth S. Fong, Manager

Date 8/18/20

By _____
John C. Fong, Manager

Date _____

2741 MIDDLEFIELD PARTNERS, LLC,
a California limited liability company

By 
Kenneth S. Fong, Manager

Date 8/18/20

GRANTORS have executed this instrument on the respective dates set forth below, to be effective as of the date first set forth above.

GRANTORS:

KJ-CAMDEN, LLC,
a California limited liability company

By _____
Kenneth S. Fong, Manager

Date _____

By  _____
John C. Fong, Manager

Date 8/19/20 _____

2741 MIDDLEFIELD PARTNERS, LLC,
a California limited liability company

By _____
Kenneth S. Fong, Manager

Date _____

State of California)
County of Santa Clara) ss.

The foregoing instrument was acknowledged before me this 18th day of August, 2020, by Kenneth S. Fong, the Manager of KJ-Camden, LLC.



[Handwritten Signature]

Notary Public

My Commission Expires:
5-30-2022

Residing at:
Santa Clara County, CA.

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by John C. Fong, the Manager of KJ-Camden, LLC.

Notary Public

My Commission Expires:

Residing at:

State of California)
County of Santa Clara) ss.

The foregoing instrument was acknowledged before me this 18th day of August, 2020, by Kenneth S. Fong, the Manager of 2741 Middlefield Partners, LLC.



A handwritten signature in black ink, appearing to be "Hsiao-Tien Chu", written above a horizontal line.

Notary Public

My Commission Expires:

5-30-2022

Residing at:

Santa Clara County CA.

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Kenneth S. Fong, the Manager of KJ-Camden, LLC.

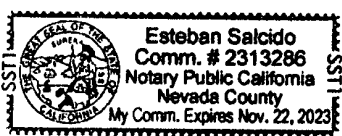
Notary Public

My Commission Expires:

Residing at:

State of California)
County of Nevada) ss.

The foregoing instrument was acknowledged before me this 19th day of August, 2020, by John C. Fong, the Manager of KJ-Camden, LLC.



[Signature]

Notary Public

My Commission Expires:
Nov. 22, 2023

Residing at:
Truckee, CA

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.