

Esc. 576558-CP

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

12024290
4/3/2015 3:38:00 PM \$20.00
Book - 10312 Pg - 123-127
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 5 P.

Jesse Shapiro
Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071

ASSIGNMENT OF CANAL AGREEMENT

THIS ASSIGNMENT, dated the 10TH day of MARCH, 2015, is executed by UNION WOODS GRAND AVENUE PARTNERS, LLC, a Delaware limited liability company (hereinafter called "Assignor"), and by UNION WOODS AQUISITIONS PARTNERS LLC, a Delaware limited liability company (hereinafter called "Assignee").

RECITALS:

A. Pursuant to the Assignment of Canal Easement dated February 2, 2015, by and between UTAH STATE RETIREMENT INVESTMENT FUND, as assignor, and Assignor, as assignee, a counterpart of which was recorded on February 11, 2015 as Entry No. 1199095 in Book 10295 at Page 2387-2391 in the Salt Lake County Recorder's Office, Assignor has certain rights under that certain Agreement (To Pipe East Jordan Canal Extension and Park on Surface) (the "Canal Agreement") dated December 26, 1984 by and between the City and Union Woods Associates, Ltd., a counterpart of which was recorded on December 31, 1984 as Entry No. 4034087 in Book 5618 at Page 3733 in the Salt Lake County Recorder's Office. The Canal Agreement pertains to a portion of certain real property situated at approximately 7090 Union Park Drive in Salt Lake County, Utah, which is more specifically described on Exhibit A attached hereto and made a part hereof (said real property is hereinafter referred to as the "Property").

B. Assignee desires to obtain, and Assignor is willing to assign to Assignee, all of such rights.

NOW, THEREFORE, for the aforesaid purposes, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer to Assignee, its successors and assigns, all of Assignor's right, title, claim and interest in and under the Canal Agreement.

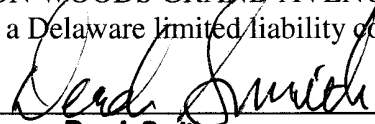
IN CONSIDERATION of the foregoing assignment and transfer, Assignee hereby assumes and agrees to pay, perform, discharge and observe all of the provisions, agreements, obligations, covenants and conditions which are provided or required to be paid, performed, discharged and/or observed under or in connection with the Canal Agreement to the extent arising on or after the date of this instrument by Assignor.

All of the provisions of this instrument shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument on or as of the day and year first above written.

ASSIGNOR:

UNION WOODS GRAND AVENUE PARTNERS,
LLC, a Delaware limited liability company

By: 
Name: **Derek Smith**
Title: **Authorized Signatory**

By: 
Name: **Cary Kleinman**
Title: **Authorized Signatory**

ASSIGNEE:

UNION WOODS ACQUISITIONS PARTNERS
LLC, a Delaware limited liability company

By: [Signature]
Name: Derek Smith
Title: Authorized Signatory

By: [Signature]
Name: Cary Kleinman
Title: Authorized Signatory

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 FEBRUARY 12, 2015 before me, Sarah E. Frayer, a Notary Public, personally appeared Derek Smith Cary Kleinman, 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.

Signature [Signature] (Seal)



CONSENT TO ASSIGNMENT OF CANAL AGREEMENT

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (hereinafter referred to as the "City"), hereby consents to the Assignment of Canal Agreement (hereinafter referred to as the "Assignment") to which this Consent is attached, pursuant to which Assignment UNION WOODS GRAND AVENUE PARTNERS, LLC, a Delaware limited liability company (hereinafter referred to as "Assignor"), assigns and transfers to UNION WOODS ACQUISITIONS PARTNERS LLC, a Delaware limited liability company, all of Assignor's right, title, claim and interest in and under the Agreement (To Pipe East Jordan Canal Extension and Park on Surface) (hereinafter referred to as the "Agreement") dated December 26, 1984 by and between the City and Union Woods Associates, Ltd.

IN WITNESS WHEREOF, the City has caused this Consent to Assignment of Canal Agreement to be properly signed this _____ day of _____, 2015.

SALT LAKE CITY CORPORATION

By _____
Mayor

[Signature] (ORLEGANO)

ATTEST AND COUNTERSIGN:

[Signature]
CITY RECORDER

RECORDED

MAR 09 2015

CITY RECORDER



APPROVED TO FORM

[Signature]
Deputy City Attorney

STATE OF UTAH)
) :ss
County of Salt Lake)

DAVID EVERITT, Acting

On March 9, 2015, personally appeared before me Ralph Becker, who, being by me duly sworn did say that he is the **MAYOR**, respectively, of SALT LAKE CITY CORPORATION, and said person acknowledged to me that said corporation executed the same.



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

ex: 12/17/17 Salt Lake County

STATE OF UTAH)
) : ss.
County of Salt Lake)

On March 9, 2015, personally appeared before me CINDI MANSELL, who, being by me duly sworn, did say that he/she is the **CITY RECORDER**, respectively, of SALT LAKE CITY CORPORATION, and said person acknowledged to me that said corporation executed the same.



[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

EXHIBIT A
TO
ASSIGNMENT OF CANAL AGREEMENT

Legal Description of the Property:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE I-415 WHICH POINT IS ALSO SOUTH 89° 52' 20" WEST ALONG THE SECTION LINE 1745.49 FEET, AND SOUTH 139.16 FEET, AND SOUTH 53° 17' 17" EAST 542.88 FEET, FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 53° 17' 17" EAST 384.77 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF CURVATURE OF A 455.87 FOOT RADIUS CURVE TO THE RIGHT; THENCE 191.95 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 07' 8" TO A POINT ON SAID CURVE; THENCE LEAVING SAID RIGHT OF WAY SOUTH 81° 58' 01" WEST 165.44 FEET TO THE CENTER OF LITTLE COTTONWOOD CREEK; THENCE ALONG SAID CREEK CENTERLINE SOUTH 13° 31' 59" EAST 10.00 FEET TO THE POINT OF CURVATURE OF A 640 FOOT RADIUS CURVE TO THE RIGHT; THENCE 153.07 FEET ALONG SAID CURVE AND CREEK CENTERLINE THROUGH A CENTRAL ANGLE OF 13° 42' 13" TO A POINT ON SAID CURVE; THENCE SOUTH 89° 58' 01" WEST 62.50 FEET; THENCE SOUTH 0° 01' 59" EAST 90.00 FEET; THENCE NORTH 87° 29' 53" WEST 143.00 FEET; THENCE SOUTH 87° 06' 01" WEST 49.52 FEET; THENCE SOUTH 24° 05' 00" WEST 18.33 FEET; THENCE NORTH 65° 55' 00" WEST 250.00 FEET; THENCE SOUTH 66° 00' 00" WEST 67.80 FEET, MORE OR LESS, TO THE SOUTH LINE OF ADJOINTERS PROPERTY; THENCE NORTH 24° 05' 00" EAST 642.33 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING 2 PARCELS WHICH WERE CONVEYED TO FORT UNION ASSOCIATES, L.C. BY WARRANTY DEED (SPECIAL) RECORDED APRIL 01, 1996 AS ENTRY NO. 6318583 IN BOOK 7365 AT PAGE 969 OF OFFICIAL RECORDS:

TRACT 1: BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF UNION PARK AVENUE AND ON THE ARC OF A 455.87 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT BEING SOUTH 89° 52' 20" WEST 1745.49 FEET ALONG SECTION LINE AND SOUTH 139.16 FEET TO SAID RIGHT OF WAY LINE AND SOUTH 53° 17' 17" EAST 927.65 FEET ALONG SAID RIGHT OF WAY LINE AND SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE 161.62 FEET (CHORD BEARS: SOUTH 43° 07' 54" EAST 160.77 FEET) FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, [SAID POINT ALSO BEING SOUTH 31° 42' 52" WEST 52.16 FEET ALONG CENTERLINE OF 1300 EAST STREET AND NORTH 58° 17' 08" WEST 53.00 FEET AND NORTH 24° 17' 34" EAST 95.06 FEET ALONG THE RIGHT OF WAY OF SAID STREET, AND NORTHWESTERLY 473.63 FEET ALONG SAID RIGHT OF WAY AND THE ARC OF A 455.87 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS: NORTH 03° 12' 41" WEST 452.61 FEET) FROM A SALT LAKE COUNTY CENTERLINE SURVEY MONUMENT], AND RUNNING THENCE SOUTHEASTERLY 30.33 FEET ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE (CHORD BEARS: SOUTH 31° 04' 10" EAST 30.32 FEET); THENCE SOUTH 81° 58' 01" WEST 70.00 FEET; THENCE NORTH 56° 19' 32" EAST 64.48 FEET TO THE POINT OF BEGINNING.

TRACT 2: BEGINNING AT A POINT WHICH IS SOUTH 89° 52' 20" WEST 1745.49 FEET ALONG SECTION LINE AND SOUTH 139.16 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF UNION PARK AVENUE AND SOUTH 53° 17' 17" EAST 542.88 FEET ALONG SAID RIGHT OF WAY LINE AND SOUTH 24° 05' 00" WEST 590.88 FEET AND SOUTH 65° 55' 00" EAST 295.29 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 24° 05' 00" WEST 1.00 FEET; THENCE NORTH 65° 55' 00" WEST 250.00 FEET; THENCE SOUTH 66° 00' 00" WEST 67.80 FEET; THENCE NORTH 24° 05' 00" EAST 51.45 FEET; THENCE SOUTH 65° 55' 00" EAST 295.29 FEET TO THE POINT OF BEGINNING.

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