

6-3

WHEN RECORDED RETURN TO:

200 Kaufman Financial Center  
30833 Northwester Hwy  
Farmington Hills, MI 48334  
Attn: Michael Gerhardt

11753691  
11/04/2013 03:10 PM \$23.00  
Book - 10190 Pg - 1591-1596  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: DOK, DEPUTY - WI 6 P.

SPECIAL WARRANTY DEED

PIONEER PARTNERS, L.C., a Utah limited liability company that mistakenly took title to some of the property described herein under the name Pioneer Partners, L.L.C., grantor, hereby conveys and warrants against all who claim by, through, or under the grantor, and not otherwise, to FORD BUILDING SALT LAKE, LLC, a Michigan limited liability company, whose mailing address is 200 Kaufman Financial Center, 30833 Northwestern Highway, Farmington Hills, MI 48334, Attn: P. Michael Gerhardt, for the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described property located in Salt Lake County, Utah described on Exhibit 1 attached hereto and by this reference made a part hereof (the "Property")

SUBJECT TO the matters described in Exhibit 2 attached hereto and by this reference made a part hereof.

[Signature page follows]

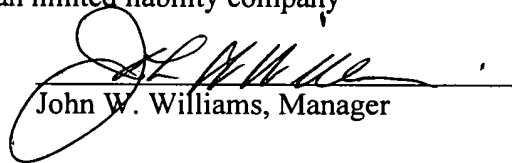
LTC 52820

Witness the hand of said grantor this 1 day of NOVEMBER, 2013.

GRANTOR:

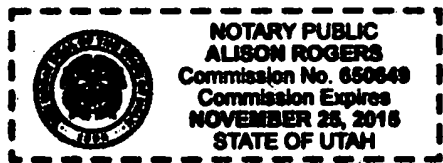
Pioneer Partners, L.C.,  
a Utah limited liability company

By:

  
John W. Williams, Manager

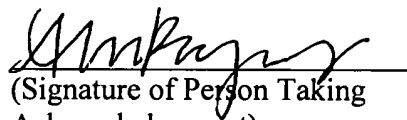
State of Utah                )  
  ) ss.  
County of Salt Lake        )

The foregoing instrument was acknowledged before me this 1 day of November, 2013, by John W. Williams, the Manager of Pioneer Partners, L.C., a Utah limited liability company.



(Seal)

My commission expires:  
11/25/15

  
(Signature of Person Taking  
Acknowledgement)

(Title)

Residing at:  
Taylorville, Utah

**Exhibit 1**

**Legal Description of Property**

**PARCEL 1:**

Beginning at the Northeast corner of Lot 2, Block 62, Plat "A", Salt Lake City Survey, and running thence West 5 rods; thence South 60 feet; thence East 5 rods; thence North 60 feet to the point of beginning. [Tax Parcel No. 15-01-179-004]

**PARCEL 2:**

Beginning at the Northeast corner of Lot 1, Block 62, Plat "A", Salt Lake City Survey, and running thence South 20 rods; thence West 164-2/3 feet; thence North 11 rods; thence West 1/3 of a foot; thence North 9 rods; thence East 10 rods to the point of beginning. [Tax Parcel No. 15-01-179-010]

**PARCEL 3:**

Beginning 165 feet South of the Northeast corner of Lot 8, Block 62, Plat "A", Salt Lake City Survey, and running thence South 100 feet; thence West 10 rods; thence North 100 feet; thence East 10 rods to the point of beginning. [Tax Parcel No. 15-01-179-008]

**PARCEL 4:**

The Leasehold Estate and interest which arise under and pursuant to that certain Ground Lease Agreement dated October 11, 1996, wherein ArevKap, L.L.C., a Utah Limited Liability Company, is the "Lessor", and Pioneer Partners, L.C., a Utah limited liability company, which sometimes has been referred to as Pioneer Partners, LLC, is the "Lessee", the existence of said Ground Lease Agreement is disclosed of record by that certain Memorandum Of Ground Lease Agreement recorded February 11, 1999 as Entry No. 7253547, in Book 8248, at Page 6083 of the Official Records of the Salt Lake County Recorder, as said Ground Lease Agreement shall have heretofore been amended and/or supplemented by that certain First Amendment to Ground Lease Agreement dated as of September 27, 1999, as disclosed of record by that certain First Amendment To Memorandum Of Ground Lease Agreement recorded October 18, 1999 as Entry No. 7492035, in Book 8316, at Page 6722 of the Official Records of the Salt Lake County Recorder, in and to the following described parcel of land, to-wit:

Beginning at the Southeast corner of Lot 8, Block 62, Plat "A", Salt Lake City Survey, and running thence North 65 feet; thence West 165 feet; thence South 65 feet; thence East 165 feet to the point of beginning. [Tax Parcel No. 15-01-179-009]

**PARCEL 5:**

The Fire Escape Easement and the Emergency Egress Easement, appurtenant to **PARCELS 1, 2, 3 and 4** described herein, as created, defined and described in that certain Fire Escape Easement Agreement recorded November 2, 1999 as Entry No. 7504222, in Book 8320, at Page 4872 of the Official Records of the Salt Lake County Recorder, as amended by that certain Amendment to Fire Escape Easement Agreement recorded July 26, 2013 as Entry No. 11691676, in Book 10162, at Page 8228 of the Official Records of the Salt Lake County Recorder. [Tax Parcel No. 15-01-179-012]

## Exhibit 2

### Permitted Exceptions

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (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.
6. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date Grantee acquires of record for value the estate or interest of the Property.
8. The lien of all general real and personal property taxes for the year 2014 and thereafter, not yet a lien due and payable.
9. Said property lies within the boundaries of Salt Lake City, and is subject to any and all charges and assessments thereof.
10. Said property lies within the boundaries of the "Depot District Redevelopment Project Area", as disclosed by that certain Notice Of Adoption Of Redevelopment Plan Entitled "Depot District Redevelopment Project Area Plan" And Dated October 15, 1998, recorded October 22, 1998 as Entry No. 7127194 in Book 8133 at Page 1835 of the Official Records, as amended and affected by an Amended Notice Of Adoption Of Redevelopment Plan Entitled "Depot District Redevelopment Project Area Plan" And Dated October 15, 1998, recorded May 6, 1999 as Entry No. 7345726 in Book 8275 at Page 1402 of the Official Records, and is subject to any and all provisions, requirements, charges and assessments arising out of the Depot District Redevelopment Project Area Plan.

11. The effects of that certain Salt Lake City Planning Commission Abstract Of Findings And Order, re Case No. 410-334, recorded April 15, 1999 as Entry No. 7323612, in Book 8268, at Page 5527 of the Official Records.
12. The easement for power lines and poles (and any incidental purposes) disclosed in that certain Deed recorded November 2, 1971 as Entry No. 2418776, in Book 3012, at Page 465 of the Official Records.
13. The terms of that certain instrument entitled "Concealed Communications Wiring Agreement Covering The Use Of Lay-In Suspended Ceilings", recorded May 8, 1972 as Entry No. 2454645, in Book 3069, at Page 951 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, obligations or rights set forth therein.
14. The terms of that certain instrument entitled "Fire Escape Easement Agreement", dated as of October 29, 1999, by and between RIO GRANDE SRO, LTD., a Utah limited partnership ("Grantor"), and PIONEER PARTNERS, L.L.C., a Utah limited liability company ("Grantee"), recorded November 2, 1999 as Entry No. 7504222, in Book 8320, at Page 4872 of the Official Records, as amended by that certain instrument entitled "Amendment to Fire Escape Easement Agreement", dated as of June 13, 2013, by and between REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public entity ("Grantor"), and PIONEER PARTNERS, L.C., a Utah limited liability company which previously has been designated as Pioneer Partners, L.L.C. ("Grantee"), recorded July 26, 2013 as Entry No. 11691676, in Book 10162, at Page 8228 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, obligations or rights, if any, set forth and/or created in said instruments.
15. Any rights, interests or claims which may exist or arise by reason of the matters shown on and/or disclosed by that certain ALTA/ACSM Land Title Survey, dated October 22, 2013, prepared by BUSH & GUDGELL, INC., under Job No. 132022, certified by ROBERT R. HERMANDSON, License No. 6362432.
16. The Terms, Covenants, Conditions and Provisions of the Ground Lease Agreement described in the Parcel 4 Description of Exhibit 1 (as said Ground Lease Agreement shall have heretofore been amended and/or supplemented), and the effect of any failure to comply therewith.
17. A Deed Of Trust, Security Agreement And Financing Statement to secure an indebtedness of the amount stated herein and for any other amounts payable under the terms thereof:
 

Dated:	December 28, 1999
Trustor:	PIONEER PARTNERS, L.C., a Utah limited liability company
Amount:	\$7,200,000.00
Trustee:	ASSOCIATED TITLE COMPANY
Beneficiary:	NATIONWIDE LIFE INSURANCE COMPANY, an Ohio corporation, its successors and assigns
Recorded:	December 28, 1999 as Entry No. 7542841 in Book 8332 at Page 4072 of the Official Records.

18. An Assignment Of Leases, Rents And Profits, dated December 28, 1999, executed by PIONEER PARTNERS, L.C., a Utah limited liability company, in favor of NATIONWIDE LIFE INSURANCE COMPANY, an Ohio corporation, recorded December 28, 1999 as Entry No. 7542842 in Book 8332 at Page 4104 of the Official Records.
19. A UCC Financing Statement (Form UCC-1) by and between PIONEER PARTNERS, L.C., as Debtor, and NATIONWIDE LIFE INSURANCE COMPANY, as Secured Party, recorded December 28, 1999 as Entry No. 7542843 in Book 8332 at Page 4112 of the Official Records.  
  
A UCC Financing Statement Amendment (Form UCC3-Continuation) recorded December 28, 2004 as Entry No. 9260720, in Book 9078, at Page 1227 of the Official Records.  
  
A UCC Financing Statement Amendment (Form UCC3-Continuation) recorded November 20, 2009 as Entry No. 10842578, in Book 9781, at Page 4423 of the Official Records.
20. The rights of the following tenants: Crump Life Insurance Services, Inc., Daines Goodwin & Co. C.P.A./Jacobsen Capital Management LLC, Fotheringham and Associates, Inc. d/b/a Richter 7, Union Pacific Railroad Company.
21. A Salt Lake City "Notice Of Encumbrance And Assessment Area Designation", recorded February 14, 2013 as Entry No. 11576977, in Book 10107, at Page 8970 of the Official Records of the Salt Lake County Recorder. (Re: "Salt Lake City, Utah Special Assessment Area CBIA-13".)
22. A Salt Lake City "Notice Of Assessment Interest", recorded May 29, 2013 as Entry No. 11650980, in Book 10142, at Page 9427 of the Official Records. (Said Notice pertains to Salt Lake City "Special Assessment Area CBIA-13".)
23. A Salt Lake City "Notice of Assessment Interest", recorded September 19, 2013 as Entry No. 11727464, in Book 10178, at Page 8230 of the Official Records. (Said Notice pertains to Salt Lake City "Special Assessment Area LOI-2013".)