

⑤ 5-097910
16-05-201-006

<p><u>PREPARED BY</u> Mark S. Albanese, Esq. Albanese & Associates, P.C. 4041 University Drive, Suite 301 Fairfax, VA 22030 Case No. 24086-16</p> <p><u>RETURN TO:</u> THE LODGE PROPERTIES, LLC 1341 WEST SOUTH JORDAN PARKWAY SOUTH JORDAN, UT 84095</p>	<p>PARCEL IDENTIFICATION NUMBER: 16-05-201-006-0000, 16-05-201-005-2000, 16-05-201-005-2001 XXXXXXXXXX 201-005-2001</p> <p>GRANTEE'S ADDRESS: The Lodge Properties, LLC</p> <p>TITLE INSURANCE UNDERWRITER: First American Title Insurance Company</p>
--	---

NOTICE TO CLERK: THIS IS A DEED OF CONFIRMATION OF THE ASSIGNMENT OF THE TENANT'S INTEREST IN THAT CERTAIN MEMORANDUM OF GROUND LEASE ORIGINALLY RECORDED AS ENTRY NO. 4590416 IN BOOK 6006 AT PAGE 2449 AMONG THE LAND RECORDS.

WARRANTY DEED OF CONFIRMATION OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS WARRANTY DEED OF CONFIRMATION OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "**Deed of Confirmation**") is made to be effective as of the 21st day of September, 2017, by and between SALT LAKE CITY PROFESSIONAL BUILDING, LTD., a Utah limited partnership [indexed as Grantor] ("**Assignor**"), and THE LODGE PROPERTIES, LLC, an Utah limited liability company [indexed as Grantee] ("**Assignee**").

RECITALS:

A. Holy Cross Hospital of Salt Lake City, a Utah nonprofit corporation, ("**Landlord**"), and Assignor, as tenant, entered into a certain Ground Lease covering certain land on Exhibit "A" attached hereto and made a part hereof (the "**Premises**"), dated as of March 14, 1986, (as amended, the "**Ground Lease**").

B. To memorialize the Ground Lease, Landlord and Assignor executed and delivered that certain Memorandum of Lease dated February 24, 1988, recorded on February 26, 1988 in the land records of Salt Lake County (the "**Land Records**") as Entry No. 4590416 in Deed Book 6006, Page 2449 (as amended, the "**Memorandum of Lease**").

C. With the consent of the Landlord, Assignor has assigned its interest in the Ground Lease to Assignee pursuant and subject to that certain Assignment and Assumption of Ground Lease dated as of the date hereof, between Assignor, as assignor, and Assignee, as assignee (the "**Assignment**").

12622924
9/25/2017 2:42:00 PM \$19.00
Book - 10601 Pg - 9165-9169
ADAM GARDINER
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 5 P.

D. Assignor and Assignee desire to acknowledge the existence of the Assignment on the Land Records.

NOW, THEREFORE, THIS DEED OF CONFIRMATION WITNESSETH that in consideration of the Ground Lease, and the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee do hereby give record notice of the following provisions, rights, covenants, terms and obligations between themselves under the Assignment:

1. This warranty deed is being delivered in connection with the grant of lessee's ground leasehold interest in the land on which is situated the real property being conveyed hereby pursuant to that Lease Agreement between Grantor, as Lessor, and Grantee, as Lessee, a memorandum of which is being recorded concurrently herewith. Following delivery of this warranty deed and the execution of the Lease Agreement, grantee shall be an owner of a leasehold interest in the land and a fee interest in the structure and any and all improvements and fixtures situated on such land.
2. Pursuant and subject to the provisions and conditions of the Assignment, (a) Assignor has granted and assigned to Assignee, its successors and assigns, as of the date hereof, all of its right, title and interest and all of its rights, duties and obligations, whether express or implied, arising under the Ground Lease; and (b) Assignee has accepted the foregoing assignment of the Ground Lease and, in consideration thereof, Assignee, on and after the date hereof, has assumed all of Assignor's right, title and interest and all of its rights, duties and obligations, whether express or implied, arising under the Ground Lease.
3. The terms and provisions of the Assignment between the Assignor and Assignee are more fully detailed and set forth therein, which Assignment is incorporated herein by this reference. Information regarding the Assignment may be obtained from either Assignor's or Assignee's counsel at the addresses provided above in the "Prepared By" and "Return To" headers. This Deed of Confirmation is a statement of some of the provisions contained in the Assignment and is not intended to in any way limit or detract from the Assignment to which it refers.
4. This Deed of Confirmation is intended solely to confirm as a matter of public record the Assignment and those rights of Assignee with respect to the Ground Lease and the Premises. Reference is made to the Assignment for a complete description of all of the rights, duties and obligations of the parties in respect to the Ground Lease and the Premises. This Deed of Confirmation is not intended and shall not be interpreted as amending or altering in any manner, the rights, duties or obligations of either party to the Assignment.
5. This Deed of Confirmation may be executed by the various parties hereto in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument; facsimile and electronic mail signatures shall be enforceable.

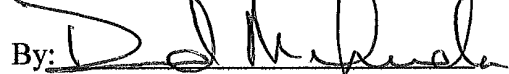
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Deed of Confirmation to be signed under their respective seals as of the day and year first above written.

ASSIGNOR:

SALT LAKE CITY PROFESSIONAL BUILDING,
LTD, a Utah limited partnership

By: Salt Lake Professional Building, Inc., a
Utah corporation, Its General Partner

By: 

Name: David M. Anderson

Title: Vice-President

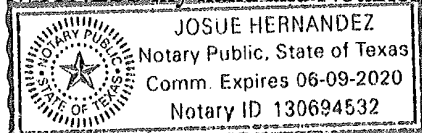
STATE OF *Texas*)

) ss:

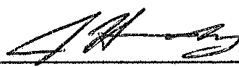
CITY/COUNTY OF *Dallas*)

I HEREBY CERTIFY that on September 21st, 2017, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Wayne E. Carroll, President of Salt Lake Professional Building, Inc., a Utah corporation, General Partner of Salt Lake City Professional Building, LTD, a Utah limited partnership, personally known to me (or satisfactorily proven to be) the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the same for the purposes therein contained by signing his name thereto on behalf of Salt Lake City Professional Building, Inc., a Utah corporation.

WITNESS my hand and Notaries Seal.



My Registration Number



Notary Public
My Commission Expires: 06/09/20

Signature Page to Deed of Confirmation of Assignment and Assumption of Ground Lease

ASSIGNEE:

THE LODGE PROPERTIES, LLC, an Utah
limited liability company

By: [Signature]
Name: Aaron Aizad
Title: Manager

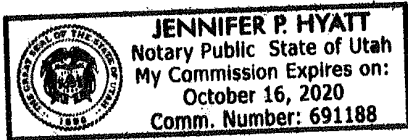
STATE OF Utah)

) ss:

CITY/COUNTY OF Salt Lake)

I HEREBY CERTIFY that on September 22, 2017, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Aaron Aizad, Manager of The Lodge Properties, LLC, an Utah limited liability company, personally known to me (or satisfactorily proven to be) the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the same for the purposes therein contained by signing his name thereto on behalf of The Lodge Properties, LLC, an Utah limited liability company.

WITNESS my hand and Notaries Seal.



[Signature]
Notary Public
My Commission Expires: 10-16-20
My Registration Number is: 691188

EXHIBIT A

Legal Description

Parcel 1:

Beginning at the Northeast Corner of Block 36, Plat F, Salt Lake City Survey; and running thence South $89^{\circ}58'31''$ West 116.00 feet along the North line of said Block 36; thence South $00^{\circ}01'29''$ East 148.00 feet; thence South $89^{\circ}58'31''$ West 26.00 feet; thence South $00^{\circ}01'29''$ East 66.00 feet; thence North $89^{\circ}58'31''$ East 142.46 feet to the East line of said Block 36; North $00^{\circ}08'48''$ West along said East line 214 feet to the point of beginning.

Parcel 2:

A non-exclusive easement and right-of-way for ingress and egress of pedestrian and vehicular traffic and for vehicular parking as contained in Parking and Pedestrian Easement recorded February 26, 1988 as Entry No. 4590417 in Book 6006 at page 2454, on, over and across the following described real property:

Beginning at a point South $89^{\circ}58'31''$ West 116.00 feet from the Northeast Corner of Block 36, Plat F, Salt Lake City Survey; and running thence South $89^{\circ}58'31''$ West 302.85 feet along the North line of Block 36; thence South $00^{\circ}01'29''$ East 333.50 feet; thence North $89^{\circ}58'31''$ East 419 feet to the East line of said Block 36; thence North $00^{\circ}08'48''$ West 119.50 feet along said East line; thence South $89^{\circ}58'31''$ West 142.46 feet; thence North $00^{\circ}01'29''$ West 66 feet; thence North $89^{\circ}58'31''$ East 26 feet; thence North $00^{\circ}01'29''$ West 148.00 feet to the point of Beginning.