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Bradley S. Miller
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Portland, OR 97204

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Book - 10303 Pg - 8537-8544
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 8 P.

Send Tax Statements to:

David Werts
Legacy Plaza at 54th, LLC
1962 E. Stag Hill Circle
Draper, UT 84020

Tax Parcel Nos.: 21-10-379-011; 21-10-379-012; 21-10-379-013; 21-10-379-014; 21-10-379-004;
21-10-379-014; 21-10-379-009; 21-10-379-002; 21-10-379-008

SPECIAL WARRANTY DEED

BOYER-PLAZA 5400 ASSOCIATES, L.C., a Utah limited liability company (“Grantor”), does hereby CONVEY AND WARRANT against all claiming by, through or under Grantor, to LEGACY PLAZA AT 54TH, LLC, a Utah limited liability company, Grantee, the buildings and improvements located on the following described tract of land in Salt Lake County, State of Utah, to-wit:

[See Exhibit “A” attached hereto and by this reference made a part hereof.]

NOTWITHSTANDING ANY OTHER PROVISION OF THIS SPECIAL WARRANTY DEED, GRANTOR DOES NOT OWN AND IS NOT CONVEYING THE FEE INTEREST IN THE LAND. GRANTOR’S RIGHT AND INTEREST IN THE LAND IS AS GROUND LESSEE PURSUANT TO A “GROUND LEASE AGREEMENT” DATED OCTOBER 26, 1979 BETWEEN RURAL ENTERPRIZES (A/K/A RURAL ENTERPRISES), A UTAH LIMITED PARTNERSHIP, AS ORIGINAL LANDLORD, AND BOYER-REDWOOD ROAD ASSOCIATES, A UTAH LIMITED PARTNERSHIP, AS ORIGINAL TENANT, AS EVIDENCED BY A MEMORANDUM OF LEASE RECORDED FEBRUARY 14, 1980 AS ENTRY NO. 3399706 IN BOOK 5047, PAGE 533 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER AND AS SUCH GROUND LEASE AMENDMENT MAY HAVE BEEN AMENDED, ASSIGNED, AND/OR SUPPLEMENTED. THE GROUND LEASE AGREEMENT IS BEING ASSIGNED PURSUANT TO A SEPARATE ASSIGNMENT OF GROUND LEASE AGREEMENT THAT WILL BE RECORDED PRIOR TO THIS SPECIAL WARRANTY DEED.

Subject to the exceptions to title set forth on Exhibit “B” attached hereto. Also subject to all matters that would be disclosed by a physical inspection or accurate survey of the property.

(Signature of Grantor on following page)

WITNESS, the hand of said Grantor, this 10 day of March, 2015.

BOYER-PLAZA 5400 ASSOCIATES, L.C., a Utah limited liability company, by its following Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: [Signature]
Name: Devon Glenn
Its: Manager

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

The foregoing instrument was acknowledged before me this 9th day of March, 2015, by Devon Glenn, the Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER-PLAZA 5400 ASSOCIATES, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:
04-04-16

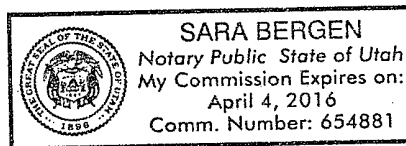


EXHIBIT "A"

TO

SPECIAL WARRANTY DEED

DESCRIPTION OF PROPERTY

BEGINNING at a point on the North property line of 5400 South Street, which point is 1262.36 feet South 89°53'41" West and 53.00 feet North 0°013'19" West from the South Quarter Corner of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'41" East 0.06 feet; thence 398.14 feet along the arc of a 11406.16 foot radius curve to the left (bearing North 00°06'19" West to the center of its beginning); thence North 87°53'41" East 173.03 feet; thence 401.84 feet along the arc of a 11512.16 foot radius curve to the right (bearing South 02°06'19" East to the center of its beginning); thence North 89°53'41" East 126.78 feet; thence North 73°38'19" East 114.50 feet to the West property line of Redwood Road; thence North 0°02'55" West 557.04 feet; thence West 1211.30 feet; thence South 0°13'19" East 611.34 feet to the point of BEGINNING.

Less and excepting therefrom:

A parcel of land in fee, being part of an entire tract of property situate in the Southeast quarter Southwest quarter of Section 10, Township 2 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point on the Northerly right-of-way line of 5400 South Street 980.93 feet South 89°53'41" West along the Section line and 56.47 feet North 00°06'19" West from the South quarter corner of said Section 10, which point is 56.74 feet perpendicularly distant Northerly from the control line of said 5400 South Street opposite approximate Engineer Station 74+29.04, and running thence North 83°00'11" East 150.49 feet to a point 69.56 feet perpendicularly distant Northerly from said control line opposite Engineer Station 75+78.99; thence North 89°08'10" East 311.82 feet to a point 63.16 feet radially distant Northerly from control line opposite Engineer Station 78+90.23; thence North 74°09'54" East 88.86 feet to a point 85.25 feet radially distant Northerly from said control line opposite Engineer Station 79+75.74 and the beginning of a non-tangent 154.32 foot radius curve to the right (Note: Radius bears South 15°50'09" East); thence Easterly along the arc of said curve 40.14 feet through a delta of 14°54'07" (Note: Chord to said curve bears North 81°36'55" East for a distance of 40.02 feet) to a point 90.31 feet radially distant Northerly from said control line opposite Engineer Station 80+15.14 and the beginning of a non-tangent 1273.69 foot radius curve to the right (Note: Radius bears South 00°59'50" East) thence Easterly along the arc of said curve 106.27 feet through a delta of 04°46'50" (Note: Chord to said curve bears South 88°36'25" East for a distance of 106.24 feet) to a point of reverse curvature with a radius of 1988.00 feet, which point is 86.31 feet radially distant Northerly from said control line opposite Engineer Station 81+20.50; thence Easterly along the arc of said curve 144.53 feet through a delta of 04°09'56" (Note: Chord to said curve bears South 88°17'58" East for a distance of 144.50 feet) to a point 81.47 feet perpendicularly

distant Northerly from said control line opposite Engineer Station 82+64.34; thence North 89°37'04" East 45.19 feet to a point 81.69 feet perpendicularly distant Northerly from said control line opposite Engineer Station 83+09.53; thence North 44°19'52" East 41.12 feet to a point 11.05 feet perpendicularly distant Northerly from said control line opposite Engineer Station 83+38.32; thence North 89°46'59" East 17.09 feet to the Easterly right-of-way line Redwood Road at a point 111.08 feet perpendicularly distant Northerly from said control line opposite Engineer Station 83+55.40; thence South 00°03'46" East 25.75 feet along said Easterly right-of-way line to said Northerly right-of-way line of 5400 South Street, thence along said Northerly right-of-way line the following five (5) courses and distances: (1) South 73°38'24" West 114.46 feet; thence (2) South 89°53'41" West 126.78 feet to the beginning of a 11512.16 foot radius curve to the left; thence (3) Westerly along the arc of said curve 401.85 feet through a delta of 02°00'00" (Note: Chord to said curve bears South 88°53'41" West for a distance of 401.83 feet); thence (4) South 87°53'41" West 173.03 feet to the beginning of a 11406.16 foot radius curve to the right; thence (5) Westerly along the arc of said curve 116.70 feet through a delta of 00°35'10" (Note: Chord to said curve bears South 88°11'16" West for a distance of 116.68 feet) to the point of beginning. The above described parcel of land contains 16,970 square feet or 0.390 acres in area, more or less. (Note: Rotate all bearings in the above description 0°01'11" clockwise to obtain highway bearings.)

Also less and excepting any and all abutter's rights of the above-referenced less and excepting fee to the center of the existing right-of-way appurtenant to the less and excepting property.

Tax Parcel Nos.: 21-10-379-011; 21-10-379-012; 21-10-379-013; 21-10-379-014; 21-10-379-004;
21-10-379-014; 21-10-379-009; 21-10-379-002; 21-10-379-008

EXHIBIT "B"
TO
SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. The lien of all general real and personal property taxes for the year 2015 and thereafter, not yet due or payable. General real property taxes for the year 2014 have been paid in the amount of \$22,164.34. (Tax Parcel No. 21-10-379-002 and Tax District No. 63C)

The lien of all general real and personal property taxes for the year 2015 and thereafter, not yet due or payable. General real property taxes for the year 2014 have been paid in the amount of \$43,750.26. (Tax Parcel No. 21-10-379-003 and Tax District No. 63C)

The lien of all general real and personal property taxes for the year 2015 and thereafter, not yet due or payable. General real property taxes for the year 2014 have been paid in the amount of \$24,865.21. (Tax Parcel No. 21-10-379-004 and Tax District No. 63C)

The lien of all general real and personal property taxes for the year 2015 and thereafter, not yet due or payable. General real property taxes for the year 2014 have been paid in the amount of \$9,171.95. (Tax Parcel No. 21-10-379-008 and Tax District No. 63C)

The lien of all general real and personal property taxes for the year 2015 and thereafter, not yet due or payable. General real property taxes for the year 2014 have been paid in the amount of \$9,970.71. (Tax Parcel No. 21-10-379-009 and Tax District No. 63C)

The lien of all general real and personal property taxes for the year 2015 and thereafter, not yet due or payable. General real property taxes for the year 2014 have been paid in the amount of \$7,005.74. (Tax Parcel No. 21-10-379-011 and Tax District No. 63C)

The lien of all general real and personal property taxes for the year 2015 and thereafter, not yet due or payable. General real property taxes for the year 2014 have been paid in the amount of \$85,629.19. (Tax Parcel No. 21-10-379-012 and Tax District No. 63C)

The lien of all general real and personal property taxes for the year 2015 and thereafter, not yet due or payable. General real property taxes for the year 2014 have been paid in the amount of \$17.82 under Prior Tax Parcel No. 21-10-379-013. (New Tax Parcel No. 21-10-379-014 and Tax District No. 63C)
2. Said property lies within the boundaries of Taylorsville City, and is subject to any and all charges and assessments thereof. [Phone No. (801) 963-5400]
3. Said property lies within the boundaries of Jordan Valley Water Conservancy District, and is subject to any and all charges and assessments thereof. [Phone No. (801) 565-4300]

4. Said property lies within the boundaries of Taylorsville-Bennion Improvement District, and is subject to any and all charges and assessments thereof. [Phone No. (801) 968-9081]
5. A Notice Of Adoption Of City Of Taylorsville Ordinance Adopting The City Center Community Development Project Area Plan recorded November 8, 2013 as Entry No. 11756706, in Book 10191, at Page 3105 of the Official Records.

A Notice Of Adoption Of Center Point Community Development Project Area Plan dated September 2013 recorded November 13, 2013 as Entry No. 11758716, in Book 10192, at Page 1851 of the Official Records.

A Notice Of Adoption Of Amended Center Point Community Development Project Area Plan dated September 2013, recorded December 26, 2013 as Entry No. 11781357 in Book 10201 at Page 8038 of the Official Records.

6. The following recitals set forth in that certain WARRANTY DEED (Controlled Access), dated June 19, 1969, executed by REED MACKAY and VELMA Y. MACKAY, his wife, as Grantor, to the STATE ROAD COMMISSION OF UTAH, as Grantee, recorded August 6, 1969 as Entry No. 2298139, in Book 2778, at Page 127, of the Official Records, to-wit:

"To enable the Grantee to construct and maintain a public highway as an expressway, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Grantor hereby release (sic) and relinquish (sic) to the Grantee any and all rights or easements appurtenant to the Grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the Grantors remaining property contiguous to the lands hereby conveyed, to or from said highway. EXCEPTING and reserving to the Grantors, their successors or assigns, the right of access to the nearest roadway of said highway over and across the northerly and westerly right of way lines for two 50 foot sections, which sections center at point directly opposite Highway Engineer Station 8+26+- northerly and 582+80+- westerly."

7. An EASEMENT, dated June 19, 1969, executed by REED MACKAY and VELMA Y. MACKAY, his wife, as Grantor, to the STATE ROAD COMMISSION OF UTAH, as Grantee, recorded August 6, 1969 as Entry No. 2298140, in Book 2778, at Page 128 of the Official Records and as shown on the Survey.
8. A RIGHT OF WAY AGREEMENT FOR TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, dated September 25, 1979, executed by RURAL ENTERPRISES, as Grantor, to the TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, recorded September 27, 1979 as Entry No. 3342895, in Book 4953, at Page 168 of the Official Records.
9. An EASEMENT, dated November 5, 1979, executed by RURAL ENTERPRISES, as Grantor, to SALT LAKE COUNTY, as Grantee, recorded November 5, 1979 as Entry No. 3360472, in Book 4979, at Page 680 of the Official Records.
10. The following recital set forth in that certain QUIT CLAIM DEED, dated February 15, 1980, executed by RURAL ENTERPRIZES, a corporation of the State of Utah, as Grantor, to the UTAH DEPARTMENT OF TRANSPORTATION, as Grantee, recorded March 25, 1980 as Entry No. 3415224, in Book 5074, at Page 141 of the Official Records, to-wit:

"Together with any and all abutters rights of underlying fee to the center of existing rights-of-way appurtenant to this conveyance." [NOTE: Said Quit Claim Deed pertains to a highway known as Project No. 1011.]

11. A WATER LINE EASEMENT, dated April 3, 1980, executed by BOYER-REDWOOD ROAD ASSOCIATES, as Grantor, to the TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic, recorded April 4, 1980 as Entry No. 3420190, in Book 5082, at Page 719 of the Official Records.

12. A SEWER LINE EASEMENT, dated April 3, 1980, executed by BOYER-REDWOOD ROAD ASSOCIATES, as Grantor, to the TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT, a body politic, recorded April 4, 1980 as Entry No. 3420191, in Book 5082, at Page 720 of the Official Records.
13. A CORRECTIVE RIGHT OF WAY AND EASEMENT GRANT, dated February 17, 1983, executed by RURAL ENTERPRISES, a Utah limited partnership, as Grantor, to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, as Grantee, recorded May 6, 1983 as Entry No. 3789804, in Book 5457, at Page 103 of the Official Records.

As Amended by that certain Partial Termination Of Easement recorded November 7, 2014 as Entry No. 11942611 in Book 10273 at Page 4479 of the Official Records.

And also Amended by that certain Partial Termination Of Easements recorded January 9, 2015 as Entry No. 11973618 in Book 10287 at Page 7359 of the Official Records.
14. An EASEMENT, dated November 20, 1990, executed by BOYER-PLAZA 5400 ASSOCIATES, a Partnership of the State of Utah, as Grantor, to the UTAH DEPARTMENT OF TRANSPORTATION, as Grantee, recorded December 17, 1990 as Entry No. 5002049, in Book 6276, at Page 1231 of the Official Records.
15. A right of way and easement for a right of way for the construction, operation, maintenance, repair, replacement, enlargement and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets and vaults on, across or under the surface of the real property, with other recited rights, terms and conditions, as created in favor of UTAH DEPARTMENT OF TRANSPORTATION, by instrument recorded April 18, 2014 as Entry No. 11835675, in Book 10224, at Page 6803 of the Official Records, through and across said property as provided for and described in said instrument.
16. An unrecorded NON-DISTURBANCE AGREEMENT, by and between RURAL ENTERPRISES, a Utah limited partnership ("Ground Lessor") and GRAND CENTRAL, INC., a Utah corporation, and a **revised** NON-DISTURBANCE AGREEMENT, dated as of February 14, 1994, by and between RURAL ENTERPRISES, a Utah limited partnership ("Ground Lessor"), BOYER PLAZA 5400 ASSOCIATES, a Utah limited (sic) partnership ("Ground Lessee"), and GRAND CENTRAL, INC., a Utah corporation, disclosed by and referred to in that certain MEMORANDUM OF NONDISTURBANCE AGREEMENT, dated February 14, 1994, and recorded April 19, 1994 as Entry No. 5798646, in Book 6921, at Page 1325 of the Official Records.

17. Matters disclosed by that certain ALTA/ACSM Land Title Survey, dated September 29, 2014, prepared by ANDERSON WAHLEN & ASSOCIATES, as Project No. 12-04AS, certified by BRUCE D. PIMPER on October 2, 2014, License No. 362256.
18. A Lease dated October 26, 1979, by and between RURAL ENTERPRIZES, a Utah limited partnership ("Landlord"), and BOYER-REDWOOD ROAD ASSOCIATES, a Utah limited partnership ("Tenant"), and, as disclosed by mesne instruments of record, amended by a First Amendment To Ground Lease Agreement dated January 8, 1980, and a Second Amendment To Ground Lease dated October 28, 1980. (Record notice of the existence of said Lease Agreement was originally afforded by that certain Memorandum Of Lease recorded February 14, 1980 as Entry No. 3399676, in Book 5047 at Page 342, of the Official Records of the Salt Lake County Recorder. By virtue of mesne instruments of record, including, but not limited to, that certain Assignment Of Ground Lease, dated November 3, 1982, recorded November 3, 1982 as Entry No. 3726642, in Book 5417 at Page 2209, of the Official Records of the Salt Lake County Recorder and that certain Warranty Deed recorded August 30, 2004 as Entry No. 9159714 in Book 9037 at Page 7816 of the Official Records, the Tenant's interest in and to said Lease Agreement is now held by BOYER-PLAZA 5400 ASSOCIATES, L.C., a Utah Limited Liability Company. [Said Lease Agreement, as amended and assigned, in and to the following described property.