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RASHELLE HOBBS
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 12 P.

WHEN RECORDED, MAIL TO:

City Creek Center Associates LLC
200 East Long Lake Road, Suite 300
Bloomfield Hills, Michigan 48304-0200

Part of Parcel ID: 16-06-106-004

Space above for Recorder's use only

SPECIAL WARRANTY DEED

[For an Estate of Years]

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CITY CREEK RESERVE, INC., a Utah nonprofit corporation ("**Grantor**"), whose address is 51 S. Main Street, Suite 301, Salt Lake City, Utah 84111, hereby conveys and warrants, against all claiming by, through or under Grantor, to CITY CREEK CENTER ASSOCIATES LLC, a Delaware limited liability company ("**Grantee**"), whose address is 200 East Long Lake Road, Suite 300, Bloomfield Hills, Michigan 48304-0200, an estate for years, for the Estate Term (defined hereinafter), in and to the following described real property located in Salt Lake County, Utah (the "**Property**"):

See Exhibit A attached hereto and incorporated herein by this reference;

The Property includes a portion of the basement/lower level and a portion of the main level of the building with an address of 40 East 100 South Street, Salt Lake City, Utah (the "**Building**"). The Property is depicted on Exhibit B, attached hereto and incorporated herein.

Notwithstanding anything herein to the contrary, Grantor hereby reserves to itself and its successors and assigns the following: (i) the lateral and/or structural support within the Property for the remainder of the Building, including any structural supporting columns and walls ("**Structural Support Elements**"), (ii) any utility, natural gas, electrical, water, sewer, data/communication, etc. conduits, lines, cables, pipes, pumps, valves, drains, equipment, fixtures and appurtenances thereto that service any space within the Building in addition to or other than the Property (collectively, "**Common Utility Improvements**"), (iii) an easement on, through, and across the Property and the easements granted herein to access, use, inspect, install, maintain, repair, and/or replace the Structural Support Elements and the Common Utility Improvements, (iv) an easement on, through, and across the Property and any easements granted herein to access and use any portion of the Building that is not included as part of the Property that is only practically accessible through the Property, (v) the right to relocate and modify the locations of any non-exclusive easements granted herein so long as replacement easements are provided to the extent necessary to reasonably accommodate the use of the Property, (vi) the right to use the common areas within the Building as depicted on Exhibit B, and (vii) the right to temporarily close the area where such non-exclusive easements are located to facilitate the maintenance, repair, and replacement of the improvement located in such areas or adjacent areas or due to safety concerns.

SUBJECT TO EACH OF THE FOLLOWING EXCEPTIONS (collectively, the “*Approved Exceptions*”):

(1) Current taxes and assessments, reservations, easements, covenants, conditions, restrictions, and other rights, interests and encumbrances of record;

(2) The continuing option and right of Grantor to re-acquire the Property from Grantee, its permitted successors and assigns, as set forth in that certain Fee Restaurant Conveyance Agreement dated October 18, 2016 (the “*Agreement*”). This right and option shall be referred to herein as the “*Option*,” and shall have the same meaning as “*Option*” in the Agreement. Reference is made to the Agreement for the specific terms and provisions of the Option. If any inconsistency or ambiguity as to the Option exists between the terms and provisions of this Special Warranty Deed and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall govern and control;

(3) The continuing use restrictions, covenants and agreements set forth in that certain Amended and Restated Retail Center Airspace Lease dated as of December 4, 2008, between Grantor, as Landlord, and Grantee, as Tenant (the “*Airspace Lease*”), which restrictions, covenants and agreements shall apply to the Property in the same manner as they apply to the “*Premises*” (as defined in the Airspace Lease) under the terms of the Airspace Lease, subject in all events to Grantor’s obligation to pay Maintenance Costs, as defined in the Agreement. For purposes of clarification, such restrictions, covenants and agreements shall include without limitation (a) those specific use provisions set forth in Article 6 of the Airspace Lease, which are incorporated herein by this reference, (b) subject in all events to Grantor’s obligation to pay Maintenance Costs, as defined in the Agreement, the continuing maintenance provisions set forth in Article 9 of the Airspace Lease, which are incorporated herein by this reference, and (c) the restrictions upon Transfers, Subleases and Leasehold Mortgages set forth in Articles 17, 18 and 20 of the Airspace Lease, which are incorporated herein by this reference (all of the foregoing use restrictions, covenants, agreements and restrictions, as the same are to be applied to the Property pursuant to the foregoing, being referred to herein as the “*Use/Maintenance/Transfer Covenants*”). Reference is made to the Airspace Lease for the specific terms and provisions of the Use/Maintenance/Transfer Covenants;

(4) The subordination, non-disturbance and attornment provisions set forth in Section 10 of the Agreement (the “*SNDA Provisions*”), which SDNA Provisions are incorporated herein by this reference. Reference is made to the Agreement for the specific terms and provisions of the SNDA Provisions. If any inconsistency or ambiguity as to the SNDA Provisions exists between the terms and provisions of this Special Warranty Deed and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall govern and control;

(5) The additional exceptions described in Exhibit C attached hereto; and

(6) Any additional exceptions to title (including leases or subleases) caused by Grantee’s acts or omissions or consented to or requested by Grantee (in accordance with the provisions of the Airspace Lease) prior to the date hereof.

NOTWITHSTANDING THE FOREGOING, THIS GRANT SHALL CONTINUE ONLY FOR SO LONG AS the term of the Airspace Lease. At such time as the Airspace Lease terminates or expires, without any regard whatsoever as to the reason for such termination or expiration, then at that time, without any action or notice of any kind being required from Grantor to Grantee, fee title absolute to the Property shall automatically revert in full to Grantor (the "*Reverter*"). Upon the occurrence of the Reverter, (a) Grantor shall be entitled and authorized to unilaterally record a notice of the occurrence of the Reverter, and (b) Grantee shall cause fee title to the Property to be conveyed to Grantor pursuant to the Reverter free and clear of any exceptions other than (i) the Approved Exceptions (except that the exceptions for the Option, the Reverter, and the Use/Maintenance/Transfer Covenants shall be deleted); (ii) such other title exceptions as may have been created or consented to by Grantor during the time Grantee owned the Property; and (iii) leases of the Property which, at the time entered into, complied with all requirements under the Agreement.

The "*Estate Term*" shall mean the period of time commencing on the date of this Special Warranty Deed and terminating on the last day of the Term (as defined in the Airspace Lease) of the Airspace Lease.

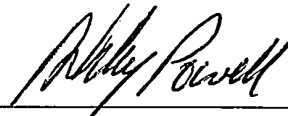
By executing this Special Warranty Deed, Grantee acknowledges and agrees that Grantee is taking title to the Property subject to the Option, the Reverter, and the Use/Maintenance/Transfer Covenants, and, subject in all events to Grantor's obligation to pay Maintenance Costs, as defined in the Agreement, Grantee hereby agrees to perform all of the agreements and keep all of the covenants, and to own and use the Property in compliance with and subject to all of the restrictions, of the Option, the Reverter, and the Use/Maintenance/Transfer Covenants. By way of clarification, Grantee further agrees that (a) Grantee shall not transfer fee title to the Property to any third party unless such third party, concurrently therewith and in accordance with the Airspace Lease, also acquires the Leasehold Estate (as defined in the Airspace Lease) under the Airspace Lease, and (b) Grantee shall not encumber the Property in favor of a third party to secure an obligation.

[SIGNATURE AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed this 31st day of March, 2021.

GRANTOR:

CITY CREEK RESERVE, INC.,
a Utah nonprofit corporation

By: 
Ashley Powell, President

GRANTEE:

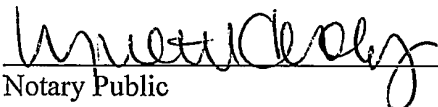
CITY CREEK CENTER ASSOCIATES LLC,
a Delaware limited liability company

By: _____
Michele Walton, Authorized Signatory

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 31st day of March, 2021, personally appeared (or acknowledged) before me Lynette Asay, a notary public, Ashley Powell known or satisfactorily proved to me to be the President of City Creek Reserve, Inc., a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing instrument as President for said corporation.




Notary Public

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed this 31st day of March, 2021.

GRANTOR:

CITY CREEK RESERVE, INC.,
a Utah nonprofit corporation

By: _____
Ashley Powell, President

GRANTEE:

CITY CREEK CENTER ASSOCIATES LLC,
a Delaware limited liability company

By: DocuSigned by:
Michele Walton
B86CA60D1FE44D3... _____
Michele Walton, Authorized Signatory

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of _____, 2021, personally appeared (or acknowledged) before me _____, a notary public, Ashley Powell known or satisfactorily proved to me to be the President of City Creek Reserve, Inc., a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing instrument as President for said corporation.

Notary Public

STATE OF Michigan)
COUNTY OF Oakland) :ss

On this 31st day of March, 2021, personally appeared (or acknowledged) before me mona k Jabr, a notary public, Michele Walton, known or satisfactorily proved to me to be the Authorized Signatory of City Creek Center Associates LLC, a Delaware limited liability company, who acknowledged to me that he/she signed the foregoing instrument as the Authorized Signatory for said company.

MONA K. JABR
Notary Public, Oakland County, MI
My Commission Expires: 05/04/2023
Acting in Oakland County, MI

mona k Jabr
Notary Public

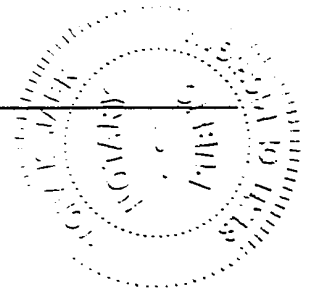


EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF PROPERTY

THE BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°46'31" EAST 2379.54 FEET FROM THE FOUND SALT LAKE CITY CENTERLINE MONUMENT IN WEST TEMPLE AND 100 SOUTH, and THE FOUND SALT LAKE CITY CENTERLINE MONUMENT IN 200 EAST AND 100 SOUTH.

A GROUND FLOOR DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 89°46'31" EAST 1203.29 FEET AND SOUTH 0°13'29" WEST 70.99 FEET FROM THE FOUND SALT LAKE CITY MONUMENT AT THE INTERSECTION OF WEST TEMPLE AND 100 SOUTH: THENCE SOUTH 89°40'45" EAST 95.95 FEET: THENCE SOUTH 28°10'00" EAST 5.71 FEET: THENCE SOUTH 0°26'55" WEST 34.11 FEET: THENCE SOUTH 47°17'50" EAST 11.91 FEET: THENCE SOUTH 0°07'29" WEST 17.77 FEET: THENCE NORTH 89°50'25" WEST 1.65 FEET: THENCE SOUTH 0°27'26" WEST 1.72 FEET: THENCE NORTH 89°40'51" WEST 27.45 FEET: THENCE NORTH 0°16'32" EAST 3.26 FEET: THENCE NORTH 89°33'21" WEST 10.94 FEET: THENCE NORTH 0°12'13" WEST 5.81 FEET: THENCE SOUTH 89°58'55" WEST 21.81 FEET: THENCE SOUTH 0°04'59" EAST 5.47 FEET: THENCE SOUTH 89°51'57" EAST 20.86 FEET: THENCE SOUTH 0°04'45" WEST 4.77 FEET: THENCE NORTH 89°51'41" WEST 3.81 FEET: THENCE NORTH 0°08'19" EAST 0.79 FEET: THENCE NORTH 90°00'00" WEST 13.48 FEET: THENCE SOUTH 0°00'00" EAST 4.76 FEET: THENCE NORTH 89°49'08" WEST 16.14 FEET: THENCE NORTH 0°00'00" EAST 2.16 FEET: THENCE NORTH 89°45'23" WEST 29.23 FEET: THENCE SOUTH 0°14'37" WEST 2.58 FEET: THENCE NORTH 90°00'00" WEST 3.38 FEET: THENCE NORTH 45°48'27" WEST 11.99 FEET: THENCE NORTH 0°20'47" EAST 56.04 FEET: THENCE NORTH 45°39'42" EAST 11.49 FEET TO THE POINT OF BEGINNING, AND EXTENDING FROM THE FINISHED GROUND FLOOR ELEVATION OF SUCH AREA TO TWO FEET BELOW THE UNDERSIDE OF CEILING JOISTS AND MEMBERS, WITH AN APPROXIMATE HEIGHT OF 12.82 FEET.

CONTAINING APPROXIMATELY 7,347 S.F.

TOGETHER WITH A BASEMENT FLOOR DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 89°46'31" EAST 1202.89 FEET AND SOUTH 0°13'29" WEST 83.84 FEET FROM THE FOUND SALT LAKE CITY MONUMENT AT THE INTERSECTION OF WEST TEMPLE AND 100 SOUTH: THENCE SOUTH 89°36'44" EAST 40.53 FEET: THENCE NORTH 0°23'16" EAST 5.29 FEET: THENCE SOUTH 89°36'44" EAST 33.78 FEET: THENCE SOUTH 0°27'01" WEST 38.21 FEET: THENCE SOUTH 89°36'44" EAST 20.98 FEET: THENCE NORTH 0°23'16" EAST 7.02 FEET: THENCE SOUTH 89°36'44" EAST 10.49 FEET: THENCE SOUTH 0°23'16" WEST 13.79 FEET: THENCE SOUTH 89°36'44" EAST 13.79 FEET: THENCE NORTH 0°23'16" EAST 0.78 FEET: THENCE SOUTH 89°58'49" EAST 8.10 FEET: THENCE SOUTH 0°23'16" WEST 13.55 FEET: THENCE NORTH 89°36'44" WEST 23.94 FEET: THENCE SOUTH 0°23'16" WEST 8.64 FEET: THENCE NORTH 89°53'55" WEST 29.72 FEET: THENCE NORTH 0°16'15" EAST 16.44 FEET: THENCE NORTH 89°37'16" WEST 21.64 FEET: THENCE SOUTH 0°17'20" WEST 5.42 FEET: THENCE SOUTH 89°39'47" EAST 7.51 FEET: THENCE SOUTH 0°21'07" EAST 4.83 FEET: THENCE SOUTH 89°51'41" EAST 13.26 FEET: THENCE SOUTH 0°04'45" WEST 4.05 FEET: THENCE NORTH 89°36'34" WEST 20.12 FEET: THENCE NORTH 89°46'27" WEST 0.73 FEET: THENCE SOUTH 0°13'33" WEST 0.12 FEET: THENCE NORTH 89°53'59" WEST 12.61 FEET: THENCE NORTH 0°21'00" EAST 5.61 FEET: THENCE SOUTH 89°58'17" WEST 1.71 FEET: THENCE NORTH 0°10'57" EAST 11.02 FEET: THENCE NORTH 89°26'31" WEST 20.58 FEET: THENCE NORTH 0°19'28" EAST 8.77 FEET: THENCE NORTH 89°27'34" WEST 11.14 FEET: THENCE NORTH 0°23'16" EAST 33.68 FEET TO THE POINT OF BEGINNING, AND EXTENDING FROM THE FINISHED GROUND FLOOR ELEVATION OF SUCH AREA TO THE UNDERSIDE OF CEILING JOISTS AND MEMBERS, WITH AN APPROXIMATE HEIGHT OF 9.28 FEET.

CONTAINING APPROXIMATELY 4,852 S.F.

EXHIBIT B TO SPECIAL WARRANTY DEED

DEPICTION OF PROPERTY

EXHIBIT C TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

None