

**RECORDING  
REQUESTED BY AND  
WHEN RECORDED  
MAIL THIS DEED**

Fidelity National Title  
Insurance Company  
Attn: Cade Kauffman  
2651 North Harwood,  
Suite 450  
Dallas, Texas 75201

**13870379 B: 11294 P: 8459 Total Pages: 8**  
**01/14/2022 12:43 PM By: ggasca Fees: \$40.00**  
**GRANT- GRANT**  
**Rashelle Hobbs, Recorder, Salt Lake County, Utah**  
**Return To: METRO NATIONAL TITLE**  
**345 EAST BROADWAYSALT LAKE CITY, UT 84111**

**AND, UNLESS  
OTHERWISE SHOWN  
BELOW, MAIL TAX  
STATEMENT TO:**

D Midvale, LLC  
8762 Preston Trace Blvd,  
Frisco, Texas 75033  
MNT 89409

Space above this line for recorder's use

APN: 21-25-17U-034

**GRANT DEED**

The Undersigned Grantor Declares:

Documentary Transfer Tax: \$ \_\_\_\_\_  
City Tax: \$ \_\_\_\_\_

- COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
 COMPUTED ON FULL VALUE LESS VALUE OF LIENS OR ENCUMBRANCES  
REMAINING AT TIME OF SALE.  
 UNINCORPORATED AREA  
 CITY OF SALT LAKE CITY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

G6 HOSPITALITY PROPERTY LLC, a Delaware limited liability company,

hereby GRANT(S) to

D MIDVALE, LLC, a Utah limited liability company,

that certain real property located in the City of Salt Lake, County of Salt Lake, State of Utah,

more particularly described on EXHIBIT "A" attached hereto and incorporated herein for all purposes, subject to those matters listed on EXHIBIT "B" attached hereto and incorporated herein for all purposes.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY, AS SET FORTH IN SECTION 3 OF THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED NOVEMBER 11, 2021 BETWEEN GRANTOR AND GRANTEE'S PREDECESSOR-IN-INTEREST (THE "PURCHASE AGREEMENT"), WHICH IS HEREBY INCORPORATED BY REFERENCE AS IF HEREIN SET OUT IN FULL, EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT AND THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE ASSETS CONVEYED HEREUNDER ARE CONVEYED BY SELLER AND ACCEPTED BY PURCHASER IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. SELLER HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE ASSETS.**

*[Signatures on the following page]*

IN WITNESS WHEREOF, Grantor has executed this Grant Deed to be effective as of the 6 day of January, 2022.

**GRANTOR:**

G6 HOSPITALITY PROPERTY LLC,  
a Delaware limited liability company

By: [Signature]  
Name: R. PALLESCHI  
Title: CEO

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 TEXAS )  
 ) ss:  
COUNTY OF DENTON )

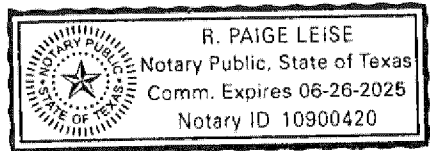
On January 6, 2022 before me, R. Paige Leise  
Notary Public (insert name and title of the officer),

personally appeared Robert Palleschi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: R. Pa. L.



[Seal]

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**EXHIBIT A**

**Property Description**

Site 476

Beginning at a point which is South 1710.00 feet and West 154.105 feet from the North Quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 235.90 feet;

Thence West 502.99 feet to the Easterly line of Catalpa Street;

Thence North 25° 52' 14" East, a distance of 61.88 feet along the Easterly line of said street to a point of tangency with a 2601.80 foot radius curve to the left;

Thence along the arc of said curve 196.87 feet (Chord bears North 23° 42' 17" East, a distance of 196.83 feet);

Thence East, a distance of 396.86 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion thereof included within the I-15 Reconstruction project as set forth in that certain order of occupancy, Case No. 970902559 CD, recorded June 5, 1997, as Entry No. 662719, Book 7684, Page 673, Official Records of Salt Lake County, in the State of Utah.

21-25-176-034

## **EXHIBIT "B"**

### Permitted Encumbrances

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 Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, that are 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. Taxes for the year 2021-2022, and subsequent years.  
(Tax ID No. 21-25-176-034)
7. The land described herein is subject to the boundaries of Midvale City and is subject to any assessments levied thereby.
8. Water Rights, claims or title to water, whether or not shown by the public records.
9. Easement, and the terms and conditions thereof:  
Grantee: Mountain States Telephone and Telegraph Company  
Purpose: The right, privilege and authority to construct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, poles, anchors, cables, wires and fixtures upon, under, over and across the property.  
Recorded: February 1, 1980  
Entry No.: 3395136  
Book/Page: 5039 / 60
10. Grant of Easement, and the terms and conditions thereof:  
Grantor: Calder Brothers Company and Redlac, Incorporated  
Grantee: W.J. Wickens  
Purpose: An easement for water drainage purposes  
Recorded: May 14, 1980  
Entry No.: 3433659

Book/Page: 5100 / 753

11. Easement Agreement, and the terms and conditions thereof:

Grantor: Motel 6 Operating L.P., a Delaware limited partnership

Grantee: Sam N. Kichas and Glenda Kichas

Purpose: A perpetual and non-exclusive easement in, under, along and through an underground storm drainage line.

Recorded: October 29, 1993

Entry No.: 5642379

Book/Page: 6788 / 1714

12. Easement Agreement, and the terms and conditions thereof:

Grantor: Motel 6 Operating L.P. a Delaware limited partnership

Grantee: Holly J. Ernest

Purpose: A permanent, non-0exclusive easement and right of way to operate and maintain an underground sanitary sewer line.

Recorded: November 10, 1993

Entry No.: 5653339

Book/Page: 6798 / 2135

13. Covenants and Conditions in favor of the Grantor and the terms and conditions thereof:

Grantor: Continental Oil Company

Grantee: Redlac Corporation

Dated: September 11, 1974

Recorded: December 6, 1974

Entry No.: 2669999

Book/Page: 3738 / 499

Reserving: Neither Redlac nor its heirs, personal representatives, successors or assigns, shall erect or suffer or permit to be erected upon any part of the land hereby conveyed, a service station or car wah (either manual or automatic) and its successors and assigns further agree and covenant not to sell or permit to be sold gasoline, petroleum products, or automotive accessories upon any part of the above described land for a period of twenty (20) years from the date of deed from Continental to Redlac; and in case of breach of this covenant, the above described land shall automatically revert to Continental.

Agreement to modify Covenants

Recorded: October 14, 1975

Entry No: 2750639

Book/Page: 8998/119

Waiver as to rights to repurchase land:

Recorded: June 9, 1977

Entry No: 2954852

Book/Page: 4500/1322

Release of Restrictions (some of the restrictions)

Recorded: November 10, 1993

Entry No: 5653337

Book/Page: 6798/2131

14. Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder.

15. Subject, but not limited, to the following items, as disclosed by a survey prepared by Bock & Clark's National Surveyors Network, having been certified under the date of August 16, 2012 , by David D. Peterson, a Registered Land Surveyor holding License No. 295720, as Job No. A-12-027, including but not limited to the following:

- a. Fence lines do not match property lines on the Easterly side of subject property.
- b. Metro National Title needs to be added to the Surveyors Certification.
- c. Matters since date of Survey.