

14154263 B: 11445 P: 7916 Total Pages: 7
09/19/2023 04:51 PM By: Jattermann Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Mail Recorded Deed & Tax Notice To:
Mountain America Federal Credit Union
9800 South Monroe Street
Sandy, UT 84070



File No.: 169603-DMP

SPECIAL WARRANTY DEED

CAP Niki II, LLC, a Delaware limited liability company,

GRANTOR(S), of Hermosa Beach, State of California, hereby Conveys and Warrants against all who claim by, through, or under the grantor, but none others, to

Mountain America Federal Credit Union, a Utah non-profit corporation,

GRANTEE(S), of Sandy, State of Utah

for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in **Salt Lake County**, State of Utah:

SEE EXHIBIT A ATTACHED HERETO

TAX ID NO.: 28-09-226-055 (for reference purposes only)

SUBJECT TO: Property taxes for the year 2023 and thereafter; covenants, conditions, restrictions, reservations and easements of record (including without limitation the permitted encumbrances set forth on EXHIBIT B); and all applicable zoning laws and ordinances.

[Signatures on following page]

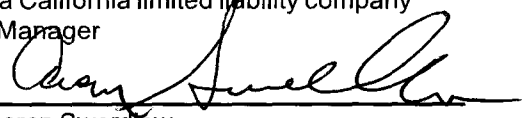
Dated this 18th day of September, 2023.

CAP **Niki II**, LLC, a Delaware limited liability company

By: Equitas Investments, LLC,
a California limited liability company

Its: Manager

BY: _____


Aaron Swerdlow
Manager

By: **The Niki Group, LLC**,
a California limited liability company

Its: Manager

BY: _____

Matthew Blanchard
Manager

Dated this 18th day of September, 2023.

CAP Niki II, LLC, a Delaware limited liability company

By: Equitas Investments, LLC,
a California limited liability company

Its: Manager

BY: _____

Aaron Swerdlow
Manager

By: The Niki Group, LLC,
a California limited liability company

Its: Manager

BY: _____

Matthew Blanchard
Manager

ACKNOWLEDGMENT

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 Nevada)
~~California~~)
County of Clark)

On Sept. 18, 2023, before me, Meta A. Lacarra

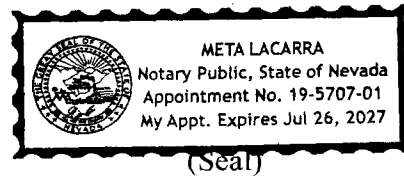
(insert name of notary)

Notary Public, personally appeared Aaron J Swerdlow
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]



ACKNOWLEDGMENT

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 California)
County of San Diego)

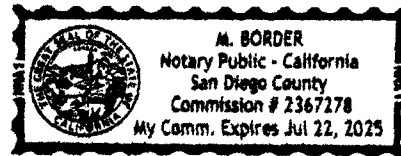
On September 18, 2023 before me, M. Border, Notary Public

Notary Public, personally appeared Matthew Blanchard (insert name of notary)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *M. Border*



(Seal)

EXHIBIT A
Legal Description

PARCEL 1:

Lot 4, LITTLE COTTONWOOD CENTER SUBDIVISION - FIRST AMENDMENT, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder, State of Utah on October 18, 2010 as Entry No. 11054556 in Book 201OP at Page 164.

PARCEL 1A:

The nonexclusive easements for ingress and egress by vehicular and pedestrian traffic, and for utility lines and facilities, appurtenant to Parcel 1, as contained in that certain Restriction Agreement and Grant of Easements recorded October 27, 2010 as Entry No. 11062001 in Book 9872 at Page 8004 of official records.

EXHIBIT B
Permitted Encumbrances

13. Easements, notes and restrictions as shown on the recorded plat for Little Cottonwood Center Subdivision - First Amendment, recorded October 18, 2010 as Entry No. 11054556 in Book 2010P at Page 164.
14. Easements, conditions, and restrictions as set forth in that certain Memorandum of Shopping Center Ground Lease recorded December 13, 1996 as Entry No. 6527390 in Book 7556 at Page 1065 of official records, and as amended by that certain First Amendment to Memorandum of Shopping Center Ground Lease recorded March 17, 1998 as Entry No. 6894319 in Book 7912 at Page 699 of official records.
15. Covenant Not to Compete, recorded March 1, 1999 as Entry No. 7272883 in Book 8254 at Page 2519.
16. Grant of Easement for Water Lines in favor of Sandy City Corporation, a Utah municipal corporation for the repair, maintenance, inspection, replacement or removal of water pipelines for the transportation of water and incidental purposes, by instrument dated April 16, 1999 and recorded May 4, 1999, as Entry No. 7342606, in Book 8274, at Page 2202.
17. Declaration of Easement Little Cottonwood Shopping Center by Magna Investment and Development, Ltd., a Utah limited partnership, dated October 8, 2004 and recorded October 15, 2004 as Entry No. 9198746 in Book 9049 at Page 606.
18. Corrective Right-of-Way and Easement Grant, in favor of Questar Gas Company, a corporation of the State of Utah, to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded February 16, 2007, as Entry No. 10006467, in Book 9423, at Page 3653.

Effects of that certain Partial Release of Easement, recorded April 4, 2022 as Entry No. 13926029 in Book 11325 at Page 466.
19. Terms and conditions of that certain Restriction Agreement and Grant of Easements, recorded August 17, 2007 as Entry No. 10196709 in Book 9504 at Page 9691.
20. Terms and conditions of that certain Restriction Agreement and Grant of Easements, recorded October 27, 2010 as Entry No. 11062001 in Book 9872 at Page 8004.

Assignment of Rights Under Restriction Agreement and Grant of Easements in favor of JMK Limited Partnership, a California limited partnership, recorded March 15, 2018 as Entry No. 12733984 in Book 10655 at Page 6781.
21. Declaration of Restrictive Covenant by Magna Investment and Development Ltd., a Utah limited partnership in favor of WDG Sandy, LLC, a Utah limited liability company, dated July 21, 2014 and recorded July 22, 2014 as Entry No. 11885386 in Book 10247 at Page 3102.
22. A lease by and between Magna Investments & Development, Ltd., a Utah general partnership (Landlord) and CSK Auto, Inc., an Arizona corporation (Tenant), as disclosed in that certain Memorandum of Lease recorded March 6, 2008 as Entry No. 10365874 in Book 9578 at Page 8584. (covers this and other land)
28. The following matters disclosed on that certain survey prepared by Blew & Associates, P.A. and GRS Group, LLC, under the date of December 13, 2021, as GRS Project No. 21-54089.1 / Job No. 21-8298, by Jason M. Page, a Professional Land Surveyor holding License No. 11756602:
 - a. Existing utilities, including but not limited to, sanitary sewer lines and manholes, cleanouts, water valve(s), grated inlet, transformer, and electric box, located on and/or across the Land without recorded easements
 - b. Existing building encroachment onto Questar Gas Right-of-Way and Easement as shown on the Survey

Any matters that may be disclosed by a current ALTA/NSPS Land Title Survey of the Land.