

When Recorded Return To:
CW Urban
610 N 800 W
Centerville, UT 84014

14176758 B: 11457 P: 2765 Total Pages: 7
11/17/2023 03:43 PM By: csummers Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FNT UTAH DOWNTOWN SLC - 170 MAIN ST STE 135 UT 84
170 MAIN ST STE 135 SALT LAKE CITY, UT 84101

SPECIAL WARRANTY DEED

THE STATE OF UTAH §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SALT LAKE §

THAT UW APARTMENTS LLC, a Delaware limited liability company, hereinafter called “Grantor”, whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto WDG ROY, LLC, a Utah limited liability company, herein referred to as “Grantee”, whose address is 610 N 800 W, Centerville, Uth 84014, the real property described on Exhibit A attached hereto and incorporated herein by reference (“Land”), together with all of Grantor’s right, title and interest, if any, in and to all structures, fixtures, buildings and improvements located on such Land, adjacent streets, alleys and rights-of-way, easement rights, air rights, subsurface rights, development rights, wastewater capacities and credit reservations, rights under covenants and restrictions, water rights, all oil, gas and other minerals in and under and that may be produced from the Land, and all appurtenances pertaining thereto (collectively, the “Property”).

This conveyance, however, is made and accepted subject to the matters described on Exhibit B attached hereto and made a part hereof to the extent such matters are valid, subsisting and affect the Land (collectively, the “Permitted Encumbrances”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee and Grantee’s successors and assigns forever, subject to the matters set forth herein; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, Grantee’s successors and assigns against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

Ad valorem taxes applicable to the Property have been paid up to, and including the year 2023. Ad valorem taxes applicable to the Property for the year 2023 have been prorated between the Grantor and the Grantee as of the date of this Special Warranty Deed and payment thereof is assumed by Grantee.

EXECUTED as of the 16th day of November, 2023.

GRANTOR:

UW Apartments LLC,
a Delaware limited liability company

By: UW Apartments Partners LLC,
its sole member

By: Hines UW Apartments Associates LP,
its sole member,

By: Hines Interests Limited Partnership.
a Delaware limited partnership,
its general partner

By: _____
Name: Dusty Harris
Title: Senior Managing Director

THE STATE OF UTAH §

COUNTY OF SALT LAKE §

This instrument was acknowledged before me on the 16th day of November, 2023, by Dusty Harris, a Senior Managing Director of Hines Interests Limited Partnership, the general partner of Hines UW Apartments Associates LP, the sole member of UW Apartments Partners LLC, the sole member of UW Apartments, LLC, a Delaware limited liability company, on behalf of said entity.

Anna Irons

Notary Public in and for the State of Utah

ANNA IRONS

Printed or Typed Name of Notary

My Commission Expires: 7-9-2026

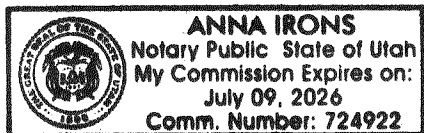


Exhibit A to Special Warranty Deed

Description of the Land

THE LAND REFERRED TO HEREIN BELOW IS SITUATED MIDVALE, IN THE COUNTY OF SALT LAKE, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Lot 2, Union Woods Subdivision No.3, according to the official plat thereof, filed in Book "2017P" of Plats, at Page 135 of the Official Records of the Sale Lake County Recorder.

Parcel 2:

Non-Exclusive easements appurtenant to Parcel 1 as established in and more particularly defined in that certain Declaration of Easements, recorded August 28, 1984, as Entry No. 3986120, in Book 5585, at Page 2096 of the Official Records.

Parcel 3:

Non-Exclusive easements for parking, landscaping, ingress and egress purposes appurtenant to Parcel 1, as established in and more particularly defined in that certain Agreement, recorded December 31, 1984, as Entry No. 4034087, in Book 5618, at Page 3733 of the Official Records.

Parcel 4:

Non-Exclusive easements appurtenant to Parcel 1 as established in and more particularly defined in that certain Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park, recorded October 20, 1986, as Entry No. 4334320, in Book 5829, at Page 1686 of the Official Records.

Parcel 5:

Non-Exclusive easements appurtenant to Parcel 1 as established in and more particularly defined in that certain Declaration of Easements, recorded June 8, 2017, as Entry No. 12551790, in Book 10565, at Page 7090 of the Official Records.

Parcel 6:

Non-Exclusive Easements appurtenant to Parcel 1 as established in and more particularly defined in that certain Declaration of Reciprocal Easements, recorded February 11, 2019, as Entry No. 12931957, in Book 10751, at Page 7536, Also First Amendment to Declaration of Reciprocal Easements, recorded April 18, 2019, as Entry No. 12970469, in Book 10771, at Page 1289 of the Official Records.

Parcel Numbers: **22-29-202-065**

Exhibit B to Special Warranty Deed

Permitted Encumbrances

Taxes or special assessments which 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. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or now shown by the records of such agency or by the Public Records.

Any facts, rights, interest, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.

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 that is not shown by the Public Records.

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.

Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or Mortgage thereon covered by this form.

Any Service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.

The lien of all general real and personal property taxes for the year 2023 and thereafter, not yet due or payable. General real property taxes for the year 2022 have been paid in the amount of \$23,815.24. (Tax Parcel No. 22-29-202-065 and Tax District No. 30e)

The Land lies within the boundaries of Midvale City, Jordan Valley Water Conservancy District, Cottonwood Improvement District and Unified Fire Service Area, and is subject to any and all charges and assessments thereof.

Water rights, claims or title to water, whether or not the matters are shown by the Public Records.

Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B.

Easements, restrictions, recitals, notes, and other matters shown and set forth on the recorded plat of said subdivision.

A right of way for Little Cottonwood Creek, and any facilities appurtenant thereto, including but not limited to, water pipelines and ditches, as the same may be found to intersect the herein described Land, together with any rights or asserted rights in and to said creek or pertaining to the use and maintenance of said creek. The Company further excepts any adverse claim based on (i) the assertion that some of the boundaries of the herein described Land have been affected by a change in the course of said creek; (ii) the uncertainty of the boundaries of said creek; and (iii) the assertion that the Land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.

The terms of that certain instrument entitled Declaration of Easements, recorded August 28, 1984, as Entry No. 3986120, in Book 5585, at Page 2096 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States CODE or relate to handicap, but do not discriminate against handicapped persons.

First Amendment to Declaration of Easements, recorded December 22, 1986, as Entry No. 4371115, Book 5855, Page 2101 of the Official Records.

Terms, conditions and easements contained in that certain Agreement, recorded December 31, 1984, as Entry No. 4034087, in Book 5618, at Page 3733 of the Official Records.

An Assignment of Canal Agreement, recorded October 20, 1986, as Entry No. 4334322, in Book 5829, at Page 1714 of the Official Records.

An Assignment of Canal Easement, recorded February 11, 2015, as Entry No. 11990995, in Book 10295, at Page 2387 of the Official Records.

An Assignment of Canal Agreement, recorded April 3, 2015, as Entry No. 12024290, in Book 10312, at Page 123 of the Official Records.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in that certain Easement:

Granted to: Salt Lake County
Purpose: storm drain construction, operation and continued maintenance, repair, alteration and inspection
Recording Date: February 13, 1985
Recording No: 4049791, Book 5629, Page 429

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in that certain Easement:

Granted to: Salt Lake County
Purpose: See Document for particulars
Recording Date: February 13, 1985
Recording No: 4049792, Book 5629, Page 430

The terms of that certain instrument entitled Declaration of Covenants, conditions, Easements and Restrictions of The Union Woods Office Park, recorded October 20, 1986, as Entry No. 4334320, in Book 5829, at Page 1686 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States CODE or relate to handicap, but do not discriminate against handicapped persons.

Supplemental Declaration to The Declaration of Covenants, Conditions, Easements and Restrictions of the Union Woods Office Park as to the Improved Parcel, recorded February 11, 2019, as Entry No. 12931958, in Book 10751, at Page 7546 of the Official Records.

First Amendment to The Declaration of Covenants, Conditions, Easements and Restrictions of The Union Woods Office Park, recorded December 22, 2022, as Entry No. 14055778, in Book 11392, at Page 4883 of the Official Records.

A Notice of Adoption of Redevelopment Plan Entitled "Union For Neighborhood Development Plan as Amended" and Dated November 16, 1992, recorded June 22, 1993, as Entry No. 5535078, in Book 6690, at Page 2270 of the Official Records

The terms of that certain instrument entitled Declaration of Easements, recorded June 8, 2017, as Entry No. 12561790, in Book 10565, at Page 7090 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States CODE or relate to handicap, but do not discriminate against handicapped persons.

The terms of that certain instrument entitled Development Agreement, recorded October 12, 2017, as Entry No. 12635522, in Book 10608, at Page 3566 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status

or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States CODE or relate to handicap, but do not discriminate against handicapped persons.

The terms of that certain instrument entitled Declaration of Reciprocal Easements, recorded February 11, 2019, as Entry No. 12931957, in Book 10751, at Page 7536 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States CODE or relate to handicap, but do not discriminate against handicapped persons.

First Amendment to Declaration of Reciprocal Easements, recorded April 18, 2019, as Entry No. 12970469, in Book 10771, at Page 1289 of the Official Records.

Terms and conditions contained in that certain Memorandum of Completion Agreement, recorded June 11, 2019, as Entry No. 13006675, in Book 10790, at Page 4632 of the Official Records.

The terms of that certain instrument entitled Declaration of Easements, Covenants, Conditions and Restrictions, recorded September 18, 2020, as Entry No. 13398193, in Book 11021, at Page 7034 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States CODE or relate to handicap, but do not discriminate against handicapped persons.

First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions, recorded June 30, 2021, as Entry no. 13705026, in Book 11199, at Page 4764 of the Official Records.

The terms of that certain instrument entitled Restrictive Covenant Agreement, recorded December 22, 2022, as Entry No. 14055779, in Book 11392, at Page 4896 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States CODE or relate to handicap, but do not discriminate against handicapped persons.

The rights of any tenants and any other parties claiming by, through, or under said tenants, as provided for in and subject to the terms of any leases, rental agreements, occupancy agreements, assignments, leasehold documents or other documents, whether or not shown in the Public Records.