

SPECIAL WARRANTY DEED

Upon recording, return to and mail tax notices to:

University of Utah
Real Estate Administration
505 Wakara Way, Suite 210
Salt Lake City, Utah 84108
Attn: Executive Director of Real Estate

175586-CAR

Parcel I.D.Nos. 16-06-305-022-0000 and 16-06-305-031-0000

Special Warranty Deed

SPECIAL WARRANTY DEED, made and entered into this 8th day of August, 2024, by UPG CITY CENTRE BUILDING PROPERTY OWNER, LLC, a Delaware limited liability company and UPG CITY CENTRE PARKING PROPERTY OWNER, LLC, a Delaware limited liability company, each having an office at c/o Unico Properties LLC, 1326 Fifth Avenue, Suite 800, Seattle, Washington 98101 (collectively, "Grantor") in favor of UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah, having an office at c/o University of Utah – Real Estate Administration, 505 Wakara Way, Suite 210, Salt Lake City, Utah 84108 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the property located in Salt Lake County, Utah, described in Exhibit "A" (the "Property") attached hereto and by this reference incorporated herein.

TOGETHER WITH all easements, tenements, hereditaments and appurtenances belonging to the land; and

TOGETHER WITH all buildings and other improvements now or hereafter located on the land; and

TOGETHER WITH all of Grantor's right, title and interest, if any, in and to the streets, avenues, roads, ways, alleys, waterways and canals, open and proposed, in front of or adjoining the land;

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever. And Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Property; and that such conveyance is subject to all matters of record and matters that would be disclosed by a physical inspection or survey of the property but such excepted matters do not include: (1) any and all any mechanic's or materialmen's liens against the Property created by, through or under Grantor; and (2) any tax liens or judgment liens, arising by, through or under Grantor.

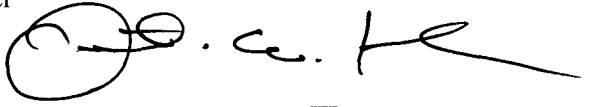
IN WITNESS WHEREOF, the Grantor has duly executed this Special Warranty Deed the day and year first above written.

GRANTOR:

UPG CITY CENTRE BUILDING PROPERTY OWNER, LLC,
a Delaware limited liability company

By: UPG Cascade II JV, LLC,
a Delaware limited liability company,
Sole Member

By: Unico Cascade II LLC,
a Delaware limited liability company,
Manager

By: 
Name: Quentin Kuhrau
Title: President

UPG CITY CENTRE PARKING PROPERTY OWNER, LLC,
a Delaware limited liability company

By: UPG Cascade II JV, LLC,
a Delaware limited liability company,
Sole Member

By: Unico Cascade II LLC,
a Delaware limited liability company,
Manager

By: 
Name: Quentin Kuhrau
Title: President

STATE OF Washington)
COUNTY OF King)

ss.

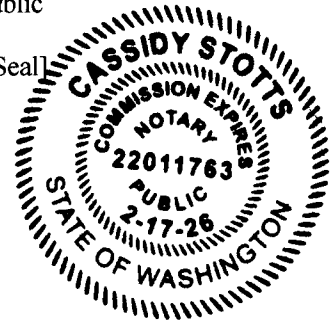
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Quentin Kuhrau, personally known to me to be the President of UPG City Centre Building, a LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given my hand and official seal this 2nd day of August, 2024.

Cassidy Stotts
Notary Public

My commission expires: 02-17-2026

[Seal]



STATE OF Washington)

ss.

COUNTY OF King)

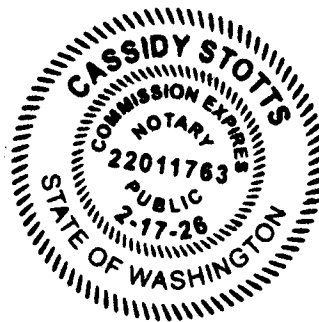
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Quentin Kuhraw, personally known to me to be the President of UPK City Centre Parking, a LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given my hand and official seal this 2nd day of August, 2024.

Cassidy Stotts
Notary Public

My commission expires: 02-17-2026

[Seal]



[Salt Lake City, Utah, Salt Lake County]

Exhibit A

Legal Description

PARCEL 1:

A tract of land lying in Lots 1 and 8, Block 53, Plat "A", Salt Lake City Survey, Salt Lake County, Utah, described as follows:

Beginning at the Southeast corner of said Block 53; thence along the South boundary of said Block 53, South 89°58'05" West 312.50 feet; thence North 00°01'55" West 286.33 feet; thence North 89°58'05" East 104.24 feet; thence South 00°01'55" East 85.92 feet; thence North 89°58'05" East 111.83 feet; thence South 00°01'55" East 59.17 feet; thence North 89°58'05" East 96.39 feet to the East boundary of said Block 53; thence along said East boundary South 00°02'27" East 141.25 feet to the point of beginning.

PARCEL 1A:

The nonexclusive easements, appurtenant to Parcel 1 described herein, as defined, described and created pursuant to that certain Amendment and Restatement of Second East Ramp Agreements recorded March 21, 2008 as Entry No. 10378772 in Book 9584 at Page 6733.

PARCEL 1B:

The nonexclusive easements, appurtenant to Parcel 1 described herein, as defined, described and created pursuant to that certain Amended and Restated Cross Easement Agreement recorded March 21, 2008 as Entry No. 10378773 in Book 9584 at Page 6778.

PARCEL 1C:

The nonexclusive easement and right of way, appurtenant to Parcel 1 described herein, for the passage of motor vehicles, carts, dollies and pedestrians over and across the driveway areas and for the use of loading dock, as defined, described and created pursuant to that certain Amended and Restated Cross Access Loading Dock Easement Agreement recorded July 18, 2005 as Entry No. 9435127 in Book 9160 at Page 5208.

PARCEL 1D:

The nonexclusive easements, appurtenant to Parcel 1 described herein, as defined, described and created pursuant to that certain Parking Agreement recorded February 8, 2016 as Entry No. 12218608 in Book 9939 at Page 1607.

PARCEL 2:

Commencing at the Southwest corner of Lot 2, Block 53, Plat "A", Salt Lake City Survey, and running thence North 89°57'29" East 347.83 feet; thence North 00°01'55" West 430.19 feet; thence South 89°57'26" West 182.71 feet; thence North 00°02'16" West 65.03 feet; thence South 89°57'25" West 165.08 feet to the West line of Block 53; thence South 00°02'14" East along said West line 495.21 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM a parcel conveyed to Utah Transit Authority by Quit Claim Deed recorded February 28, 2001 as Entry No. 7831877 in Book 8429 at Page 951, described as follows:

Beginning at the Southwest corner of Lot 2, Block 53, Plat "A", Salt Lake City Survey, and running thence North 00°01'43" West along the West line of said Block 53, 11.80 feet; thence Southeasterly along the arc of a curve with a 21.38 foot radius through a central angle of 58°48'16", 21.94 feet with a chord bearing South 57°58'37" East 20.99 feet; thence North 89°57'40" East 198.21 feet; thence South 78°43'33" East 3.36 feet to the South line of said Block 53; thence South 89°57'40" West 219.30 feet along said South line to the point of beginning.

Basis of bearing is Salt Lake City Monuments on 400 South at State Street and 200 East Street.

ALSO LESS AND EXCEPTING THEREFROM a parcel conveyed to 333 South State, LLC, a Utah limited liability company, by Warranty Deed recorded June 25, 2010 as Entry No. 10978201, described as follows:

A parcel of land located in Block 53, Plat A, Salt Lake City Survey, said parcel being more particularly described as follows:

Beginning at a point on the West line of said Block 53, said point being North 00°02'14" West 237.43 feet, along the West line of said Block 53, from the Southwest corner of Lot 2 of said Block 53, and running thence along said West line of Block 53; thence North 00°02'14" West 257.78 feet; thence North 89°57'25" East 165.08 feet; thence South 00°02'16" East 65.03 feet; thence North 89°57'26" East 182.72 feet to the West boundary line of The Metro Condominium Plat as recorded in the Salt Lake County Recorder's Office; thence along said West boundary line of The Metro Condominium Plat and the City Centre One Parcel South 00°02'31" East 193.01 feet; thence West 347.81 feet to the point of beginning.

PARCEL 2A:

The nonexclusive easements, appurtenant to Parcel 2 described herein, as defined, described and created pursuant to that certain Amendment and Restatement of Second East Ramp Agreements recorded March 21, 2008 as Entry No. 10378772 in Book 9584 at Page 6733.

PARCEL 2B:

The nonexclusive easements, appurtenant to Parcel 2 described herein, as defined, described and created pursuant to that certain Amended and Restated Cross Easement Agreement recorded March 21, 2008 as Entry No. 10378773 in Book 9584 at Page 6778.

Tax Id No.: 16-06-305-022 and 16-06-305-031