

After Recording, Return To:

North Union DE Partners, LLC
c/o Keller Investment Properties, LLC
500 N. Marketplace Dr. Ste 101
Centerville, UT 84014

13991574 B: 11359 P: 8496 Total Pages: 6
07/27/2022 04:57 PM By: asteffensen 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

Parcel I.D. #22-29-130-025-0000

157756-BHF

(Above Space For Recorder's Use Only)

SPECIAL WARRANTY DEED

CCA-MIDVALE NEW CO., LLC, a Delaware limited liability company (“Grantor”), of Salt Lake County, Utah, hereby CONVEYS AND WARRANTS against all claiming by, through, or under it, to NORTH UNION DE PARTNERS, LLC, a Delaware limited liability company (“Grantee”), for the sum of TEN and no/100 DOLLARS, a 30.5560% undivided tenancy in common interest in the following described real property in Salt Lake County, State of Utah, to-wit:

See Exhibit “A”

TOGETHER WITH all improvements, and appurtenances thereto.

SUBJECT TO all liens, encumbrances, easements and rights-of-way and restrictions of record set forth on Exhibit “B”.

[Signature on Next Page.]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Los Angeles }
 On 7/25/22 before me, Alex Itkis, Notary Public,
(Please insert name and title of the officer)
 personally appeared Steven H. Usdan,
 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.

Alex Itkis
 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Special warranty deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

_____ (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◆ Indicate title or type of attached document, number of pages and date.
 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A
TO
SPECIAL WARRANTY DEED

Legal Description

A parcel of land situate within the Northwest quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, located in Midvale City, County of Salt Lake, State of Utah and being more particularly described as follows:

Beginning at a point on the East line of 900 East Street, per that certain Warranty Deed conveyed to the Utah Department of Transportation (UDOT), Recorded June 12, 1972, as Entry No. 2462515, on file with the Salt Lake County Recorder's Office, said point being South 66°14'47" East, along the South Union Avenue centerline, a distance of 64.71 feet, and North 23°45'13" East, perpendicular to said centerline, a distance of 33.00 feet, from the monument at the intersection of South Union Avenue and 900 East Street, (Basis of Bearing being South 69°34'15" East, between monuments found at 900 East and 1000 East Street) said point of beginning also being East, a distance of 1771.37 feet and South, a distance of 1436.43 feet, from the Northwest corner of said Section 29; and running thence North 00°10'59" East, along the East right-of-way line of said 900 East Street, a distance of 226.80 feet, to the South line of parcel described in Entry No. 7735662; thence South 88°19'41" East, along said South line, a distance of 87.69 feet, to the Southeast corner thereof; thence South 01°00'00" West, along the West line and the extension thereof of that certain tract of land described in Entry No. 5477935, a distance of 87.21 feet; thence South 81°31'53" East, a distance of 53.47 feet; thence North 18°00'46" East, a distance of 6.83 feet, to the Southeast corner of said tract; thence North 10°53'16" East, along the East line of said tract and line retraced per Record of Survey S2004-12-1151, a distance of 215.28 feet, to a point in the Southerly line of North Union Avenue, said point being 33.00 feet perpendicularly distant to the centerline of said North Union Avenue; thence South 71°59'14" East, along the said Southerly line, a distance of 392.38 feet, to a point in the Northwesterly line of the East Jordan Canal (66.00 feet wide), per Judgement of Condemnation, recorded April 27, 1923, in Book 11-T, at Page 183; thence Southwesterly along the arc of a 444.80 foot radius non-tangent curve to the right, through a central angle of 20°14'23", a distance of 157.13 feet, subtended by a long chord bearing South 32°24'51" West, a distance of 156.31 feet, to a point of tangency; thence South 42°32'03" West, continuing along said Northwesterly line of East Jordan Canal, a distance of 279.41 feet, to a point on the Northerly line of South Union Avenue, said point being 40.00 feet perpendicularly distant to the centerline thereof; thence along the said Northerly line of South Union Avenue, the following four (4) courses: (1) North 70°03'40" West, a distance of 65.71 feet; (2) North 66°14'48" West, a distance of 90.89 feet; (3) South 06°30'39" West, a distance of 7.33 feet; (4) North 66°14'47" West, a distance of 149.89 feet, to the point of beginning.

Tax Id No.: 22-29-130-025

EXHIBIT B
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Permitted Exceptions

1. Taxes for the year 2022 are accruing as a lien not yet due and payable under Parcel No. 22-29-130-025.
2. The herein described Land is located within the boundaries of Midvale City, South Salt Lake Valley Mosquito Abatement District, Jordan Valley Water Conservancy District, Mid Valley Improvement District, Central Utah Water Conservancy District, Unified Fire Services, and is subject to any and all charges and assessments levied thereunder.

NOTE: None due and payable at Date of Policy.

3. 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. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Claim, right, title or interest to water or water rights whether or not shown by the public records.
5. A right-of-way for the Union South Ditch, as disclosed by various instruments of record, including but not limited to that certain Warranty Deed recorded February 28, 1966 as Entry No. 2144306 in Book 2434 at Page 98.
6. Easement in favor of "Murray City" Transmission Line to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded July 28, 1915, as Entry No. 345678, in Book 8-V, at Page 537.
7. Easement in favor of "Murray City" Transmission Line to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded July 28, 1915, as Entry No. 345687, in Book 9-B, at Page 377.
8. Easement in favor of State Road Commission of Utah for the purpose of constructing a channel change and incidental purposes, by instrument recorded August 13, 1936, as Entry No. 792087, in Book 157 of Liens and Leases, at Page 472.
9. Easement in favor of State Road Commission of Utah for the purpose of constructing an irrigation ditch and incidental purposes, by instrument recorded August 13, 1936, as Entry No. 792089, in Book 157 of Liens and Leases, at Page 473.
10. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Land, recorded September 27, 1978, as Entry No. 3173940, in Book 4745, at Page 1241.
11. Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded September 12, 1985, as Entry No. 4136360, in Book 5690, at Page 350.

12. Terms and conditions of that certain Revocable Permit recorded May 14, 1984 as Entry No. 3940579 in Book 5555 at Page 281.
13. Development Agreement (North Union Apartments Project) by and between Midvale Creekview Holdings, LLC, a Utah limited liability company and Midvale City Corporation, a Utah municipal corporation, dated April 30, 2019 and recorded May 13, 2019 as Entry No. 12987786 in Book 10780 at Page 2580.
14. Intentionally deleted by Title Company.
15. Intentionally deleted by Title Company.
16. Agreement for a Future Cross-Access Easement between the Utah Department of Transportation and Midvale Creekview Borrower, LLC dated August 6, 2021 and recorded October 6, 2021 as Entry No. 13792105 in Book 11250 at Page 4328.
17. Rights of tenant(s) in possession, as tenants only, under prior unrecorded residential leases.
18. Intentionally deleted by Title Company.
19. Intentionally deleted by Title Company.
20. The following matters disclosed on that certain survey prepared by McNeil Engineering, having been certified under the date of July 22, 2022, as Job No. 18332.E, by Dennis K. Withers, a Professional Land Surveyor holding License No. 6135190:
 - a. Existing utilities, including but not limited to: storm drain lines, cleanouts, and manhole; irrigation control valves; traffic signal box and pole; and water meters located on and across the Land without recorded easements
 - b. Existing building encroachment upon easement area disclosed herein by Exception No. 18 (Entry No. 3173940)
 - c. Existing wrought iron fence not located on boundary line.

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Parcel I.D. #22-29-130-025-0000

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SPECIAL WARRANTY DEED

Anne F. Davis, as Trustee of the Davis SSMC GST Trust dated June 12, 2013 ("Grantor"), of Salt Lake County, Utah, hereby CONVEYS AND WARRANTS against all claiming by, through, or under it, to NORTH UNION DE PARTNERS, LLC, a Delaware limited liability company ("Grantee"), for the sum of TEN and no/100 DOLLARS, a 0.5946% undivided tenancy in common interest in the following described real property in Salt Lake County, State of Utah, to-wit:

See Exhibit "A"

TOGETHER WITH all improvements, and appurtenances thereto.

SUBJECT TO all liens, encumbrances, easements and rights-of-way and restrictions of record set forth on Exhibit "B".

[Signature on Next Page.]

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Legal Description

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NOTE: None due and payable at Date of Policy.

3. 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. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
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(Above Space For Recorder's Use Only)

SPECIAL WARRANTY DEED

MIDVALE CREEKVIEW BORROWER, LLC, a Delaware limited liability company (“Grantor”), of Salt Lake County, Utah, hereby CONVEYS AND WARRANTS against all claiming by, through, or under it, to NORTH UNION DE PARTNERS, LLC, a Delaware limited liability company (“Grantee”), for the sum of TEN and no/100 DOLLARS, a 66.9196% undivided tenancy in common interest in the following described real property in Salt Lake County, State of Utah, to-wit:

See Exhibit “A”

TOGETHER WITH all improvements, and appurtenances thereto.

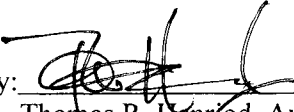
SUBJECT TO all liens, encumbrances, easements and rights-of-way and restrictions of record set forth on Exhibit “B”.

[Signature on Next Page.]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed effective as of the 22 day of July, 2022.

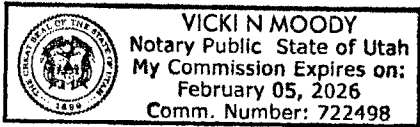
GRANTOR:

MIDVALE CREEKVIEW BORROWER, LLC,
a Delaware limited liability company

By: 
Thomas R. Henriod, Authorized Representative

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was executed before me this 22 day of July, 2022, by Thomas R. Henriod, as Authorized Representative of Midvale Creekview Borrower, LLC, a Delaware limited liability company, who acknowledged that he has been duly authorized by all necessary company action to execute the foregoing instrument for and on behalf of said company.




Notary Public

EXHIBIT A
TO
SPECIAL WARRANTY DEED

Legal Description

A parcel of land situate within the Northwest quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, located in Midvale City, County of Salt Lake, State of Utah and being more particularly described as follows:

Beginning at a point on the East line of 900 East Street, per that certain Warranty Deed conveyed to the Utah Department of Transportation (UDOT), Recorded June 12, 1972, as Entry No. 2462515, on file with the Salt Lake County Recorder's Office, said point being South 66°14'47'' East, along the South Union Avenue centerline, a distance of 64.71 feet, and North 23°45'13'' East, perpendicular to said centerline, a distance of 33.00 feet, from the monument at the intersection of South Union Avenue and 900 East Street, (Basis of Bearing being South 69°34'15'' East, between monuments found at 900 East and 1000 East Street) said point of beginning also being East, a distance of 1771.37 feet and South, a distance of 1436.43 feet, from the Northwest corner of said Section 29; and running thence North 00°10'59'' East, along the East right-of-way line of said 900 East Street, a distance of 226.80 feet, to the South line of parcel described in Entry No. 7735662; thence South 88°19'41'' East, along said South line, a distance of 87.69 feet, to the Southeast corner thereof; thence South 01°00'00'' West, along the West line and the extension thereof of that certain tract of land described in Entry No. 5477935, a distance of 87.21 feet; thence South 81°31'53'' East, a distance of 53.47 feet; thence North 18°00'46'' East, a distance of 6.83 feet, to the Southeast corner of said tract; thence North 10°53'16'' East, along the East line of said tract and line retraced per Record of Survey S2004-12-1151, a distance of 215.28 feet, to a point in the Southerly line of North Union Avenue, said point being 33.00 feet perpendicularly distant to the centerline of said North Union Avenue; thence South 71°59'14'' East, along the said Southerly line, a distance of 392.38 feet, to a point in the Northwesterly line of the East Jordan Canal (66.00 feet wide), per Judgement of Condemnation, recorded April 27, 1923, in Book 11-T, at Page 183; thence Southwesterly along the arc of a 444.80 foot radius non-tangent curve to the right, through a central angle of 20°14'23'', a distance of 157.13 feet, subtended by a long chord bearing South 32°24'51'' West, a distance of 156.31 feet, to a point of tangency; thence South 42°32'03'' West, continuing along said Northwesterly line of East Jordan Canal, a distance of 279.41 feet, to a point on the Northerly line of South Union Avenue, said point being 40.00 feet perpendicularly distant to the centerline thereof; thence along the said Northerly line of South Union Avenue, the following four (4) courses: (1) North 70°03'40'' West, a distance of 65.71 feet; (2) North 66°14'48'' West, a distance of 90.89 feet; (3) South 06°30'39'' West, a distance of 7.33 feet; (4) North 66°14'47'' West, a distance of 149.89 feet, to the point of beginning.

Tax Id No.: 22-29-130-025

EXHIBIT B
TO
SPECIAL WARRANTY DEED

Permitted Exceptions

1. Taxes for the year 2022 are accruing as a lien not yet due and payable under Parcel No. 22-29-130-025.
2. The herein described Land is located within the boundaries of Midvale City, South Salt Lake Valley Mosquito Abatement District, Jordan Valley Water Conservancy District, Mid Valley Improvement District, Central Utah Water Conservancy District, Unified Fire Services, and is subject to any and all charges and assessments levied thereunder.

NOTE: None due and payable at Date of Policy.

3. 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. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Claim, right, title or interest to water or water rights whether or not shown by the public records.
5. A right-of-way for the Union South Ditch, as disclosed by various instruments of record, including but not limited to that certain Warranty Deed recorded February 28, 1966 as Entry No. 2144306 in Book 2434 at Page 98.
6. Easement in favor of "Murray City" Transmission Line to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded July 28, 1915, as Entry No. 345678, in Book 8-V, at Page 537.
7. Easement in favor of "Murray City" Transmission Line to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded July 28, 1915, as Entry No. 345687, in Book 9-B, at Page 377.
8. Easement in favor of State Road Commission of Utah for the purpose of constructing a channel change and incidental purposes, by instrument recorded August 13, 1936, as Entry No. 792087, in Book 157 of Liens and Leases, at Page 472.
9. Easement in favor of State Road Commission of Utah for the purpose of constructing an irrigation ditch and incidental purposes, by instrument recorded August 13, 1936, as Entry No. 792089, in Book 157 of Liens and Leases, at Page 473.
10. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Land, recorded September 27, 1978, as Entry No. 3173940, in Book 4745, at Page 1241.
11. Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded September 12, 1985, as Entry No. 4136360, in Book 5690, at Page 350.

12. Terms and conditions of that certain Revocable Permit recorded May 14, 1984 as Entry No. 3940579 in Book 5555 at Page 281.
13. Development Agreement (North Union Apartments Project) by and between Midvale Creekview Holdings, LLC, a Utah limited liability company and Midvale City Corporation, a Utah municipal corporation, dated April 30, 2019 and recorded May 13, 2019 as Entry No. 12987786 in Book 10780 at Page 2580.
14. Intentionally deleted by Title Company.
15. Intentionally deleted by Title Company.
16. Agreement for a Future Cross-Access Easement between the Utah Department of Transportation and Midvale Creekview Borrower, LLC dated August 6, 2021 and recorded October 6, 2021 as Entry No. 13792105 in Book 11250 at Page 4328.
17. Rights of tenant(s) in possession, as tenants only, under prior unrecorded residential leases.
18. Intentionally deleted by Title Company.
19. Intentionally deleted by Title Company.
20. The following matters disclosed on that certain survey prepared by McNeil Engineering, having been certified under the date of July 22, 2022, as Job No. 18332.E, by Dennis K. Withers, a Professional Land Surveyor holding License No. 6135190:
 - a. Existing utilities, including but not limited to: storm drain lines, cleanouts, and manhole; irrigation control valves; traffic signal box and pole; and water meters located on and across the Land without recorded easements
 - b. Existing building encroachment upon easement area disclosed herein by Exception No. 18 (Entry No. 3173940)
 - c. Existing wrought iron fence not located on boundary line.