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4/6/2017 2:05:00 PM \$18.00
Book - 10545 Pg - 2563-2567
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 5 P.

When recorded, return to:

Stephen Tumblin
Bennett Tueller Johnson & Deere
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121-5027

Mail Tax Notice to:

Sorrento Investments, LLC
360 North 700 West, Suite G
North Salt Lake, Utah 84054
Attn: Tia Crow

Parcel No.: 15-16-102-001-0000

First American File No: NCS - 834596-A AH

SPECIAL WARRANTY DEED

STS PROPERTIES, LLC, a Utah limited liability company, Grantor, hereby conveys and warrants against all who legally claim by, through or under Grantor, to SORRENTO INVESTMENTS, LLC, a Utah limited liability company, whose current address is 360 North 700 West, Suite G, North Salt Lake, UT 84054, the following parcel of real property situated in Salt Lake County, State of Utah, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

SUBJECT TO: (a) a lien to secure payment of general and special real property taxes and assessments, not delinquent; (b) any and all conditions, easements, encroachments, rights-of-way, restrictions, or any other matter that a physical inspection and/or accurate ALTA/ACSM survey (with all Table A items) of the Property would reveal; (c) all matters affecting the condition of title created by or with the written consent of Buyer; (d) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; and (e) patent reservations, all covenants, conditions, restrictions, reservations, easements and declarations, encumbrances, liens, obligations, liabilities of record; and (f) all matters of record, including, but not limited to, the following: (i) Avigation Easement in favor of Salt Lake City Corporation for the free and unrestricted passage or aircraft of any and all kinds in, through, across and about the airspace over the land recorded August 25, 2003 as Entry No. 8786815 in Book 8868 at Page 622 of the Official Records; (ii) all matters shown and disclosed on the Plat for Nin Tech East VII Subdivision recorded on October 16, 2008 in the Official Records as Entry No. 10542768 in Book 2008P at page 266, as modified by that certain Affidavit

dated as of November 19, 2002 and recorded on December 2, 2008 in the Official Records at Entry No. 10571336 in Book 9662 at page 3654; (iii) a Stipulation and Consent Agreement No. 92060130 between the Utah Solid and Hazardous Waste Control Board and Engelhard Corporation, which Consent Agreement has been assigned to Ninigret Technology East L.C., (iv) a Site Management Plan dated July 15, 2004, and revised on November 3, 2004, approved by the Utah Department of Environmental Quality, Division of Solid and Hazardous Waste, a certified copy of which is attached to a Notice of Site Management Plan for The Eastern Alum Ponds, dated November 4, 2004 and recorded in the office of the Salt Lake County, Utah Recorder, on November 5, 2004 as Entry No. 9218066, in Book 9058, at Page 2173, (v) a Notice of Obligations dated November 4, 2004 and recorded on November 5, 2004 as Entry No. 9218067, in Book 9058, at Page 2210, (vi) Declaration of Covenants, Conditions, and Restrictions recorded on September 19, 2003 as Entry No. 8824654 in Book 8884 at Page 5521 of Official Records, and any amendments thereto, (vii) Temporary Monitoring Well Easement Agreement dated as of December 31, 2008 between Ninigret and Grantor and recorded on February 26, 2009 in the Official Records as Entry No. 10632869 in Book 9690 at Pages 9820-9827, (viii) Temporary Monitoring Well Easement Agreement dated as of December 31, 2008 between Ninigret and Grantor and recorded on February 26, 2009 in the Official Records as Entry No. 10632869 in Book 9690 at Pages 9820-9827, (ix) Environmental Covenant approved by the UDEQ recorded on February 24, 2009 as Entry No. 10630767 in Book 9689 at pages 8861-8900 in the Official Records (the "Environmental Covenant") and Exhibit B to the Environmental Covenant, a Site Management Plan dated November 11, 2008, approved by the UDEQ (the "2008 Site Management Plan"), and recorded on February 24, 2009 as Entry No. 10630767, in Book 9689, at Page 8861 in the Official Records, (x) Special Warranty Deed dated December 30, 2008, from Ninigret to Grantor and recorded on December 31, 2008 as Entry No. 10589626 in Book 9670 at Pages 33-42 of the Official Records (the "Vesting Deed"), including, but not limited to Covenants, Reservations and Conditions attached to the Vesting Deed as Exhibit B, (xi) Amendment to Special Warranty Deed Restriction dated March 12, 2009 between Ninigret and Grantor and recorded on May 18, 2009 in the Official Records as Entry No. 10705137 in Book 9724 at Pages 1507-1511, (xii) Declaration of Covenants and Restrictions dated May 8, 2009 and recorded on May 18, 2009 in the Official Records as Entry No. 10705138 in Book 9724 at Pages 1512 - 1527, (xiii) Amended and Restated Declaration of Covenants and Restrictions dated March 29, 2012 from Ninigret to Grantor and recorded on April 5, 2012 as Entry No. 11364432 in Book 10005 at Pages 9809-9825 of the Official Records, and (xiv) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED JANUARY 26, 2009, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER ON FEBRUARY 24, 2009 IN DOCUMENT 10630767 IN BOOK 9689 AT PAGE 8861-8900. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS: THE LANGUAGE OF PARAGRAPH NO. 5 OF THE ENVIRONMENTAL COVENANT, ACTIVITY AND USE LIMITATIONS, IS INCORPORATED HEREIN VERBATIM BY REFERENCE.

RESERVING unto Grantor any water rights or rights to the use of water whether appurtenant to the Property or not in which Grantor may have an interest. Grantor does not intend by this deed to transfer any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication.

GRANTOR ALSO SPECIFICALLY RESERVES, excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following-minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed previously from the surface estate, Grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance. Any mineral rights not retained by Grantor and conveyed to Grantee shall be conveyed via quitclaim and without warranty.

The Property is subject to the restrictions attached hereto and incorporated herein as Exhibit B.

This Deed shall extend to and be binding upon, and every benefit hereof shall inure to, the parties hereto and their respective successors and assigns.

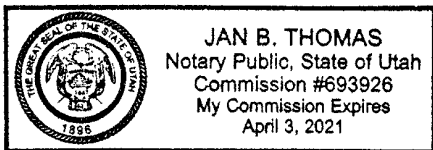
WITNESS the hand of said Grantor this 6th day of April, 2017.

STS PROPERTIES, LLC

By: [Signature]
Thomas D. Stuart, Manager

STATE OF UTAH }
 }ss.
COUNTY OF Davis }

THOMAS D. STUART, as manager of STS PROPERTIES, LLC, a Utah limited liability company, known to me (or proved on the basis of sufficient identification) to be the person whose name appears above, personally appeared before me and acknowledged the foregoing instrument this 6 day of April, 2017.



[Signature]
Notary Public

EXHIBIT A

Lot 21, NIN TECH EAST VII Subdivision, according to the official plat thereof on file and of recorded in the Salt Lake County Recorder's office.

EXHIBIT B

(Preferred Building Designs and Components)

Preferred Building Designs and Components

Improvements constructed on the property shall aim to incorporate Class "A" industrial development designs and standards. Owners are encouraged to develop aesthetically pleasing, unique improvements.

Preferred property design elements include but are not limited to: building reveal lines on the vertical planes of walls, generous glass treatments applied to office or customer service areas, offsets of large vertical planes along longer building surfaces (primarily around office or customer service areas), overhangs over office/customer service areas and shading elements at windows such as permanent canopies, sun-screens, recessed glazing and weather protection at office entries. Multiple tone, complementary, neutral paint exterior color schemes are preferred. Visual screening of mechanical and electrical equipment is also preferred.

Preferred building components include but are not limited to: concrete with multiple reveal lines/patterns to create aesthetic interest via shadow lines of larger concrete panels, masonry (brick/concrete masonry units), stone, curtain wall glass, storefront assemblies. Landscaping shall consist of 2" or larger caliper trees adjacent to parking areas and multiple species of draught resistant plants in landscaped areas near office and customer service areas.

Discouraged property designs and components include but are not limited to: aggregate square footage of vertical exterior planes being primarily constructed of metal, vertical concrete panels without reveals or textures to eliminate monotony, non-earth-tone paint schemes, use of stucco or synthetic plaster other than for trim or minor areas and deciduous fruit trees.

These restrictions are for the benefit of Grantor and its successors and assigns.