

**When Recorded, Please Return to:**

King & Spalding LLP  
1180 Peachtree Street  
Atlanta, GA 30309  
Attention: Natalie Whitaker, Esq.

**Please Mail Tax Notices to:**

Canyon Park Building S TRS LLC  
18881 Von Karman Avenue  
Irvine, CA 9612

108680-DTF

53-229-0014 **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made the 8th day of February, in the year 2019, between CANYON PARK OWNER II, LLC, a Delaware limited liability company, hereinafter called Grantor, and CANYON PARK BUILDING S TRS, LLC, a Delaware limited liability company, as party or parties of the second part, hereinafter called Grantee, whose address is c/o Cerberus Real Estate Capital Management, LLC, 875 Third Avenue, 12<sup>th</sup> Floor, New York, NY 10022 (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, by these presents does convey unto said Grantee in fee simple that certain tract or parcel of land more fully and completely described as follows:

ALL THAT CERTAIN TRACT OR PARCEL of land lying and being in Utah County, Utah and being more particularly described on Exhibit "A," attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the aforementioned interest in said tract or parcel of land, together with all and singular the rights, members, easements and appurtenances thereof, and all of Grantor's right, title and interest, in any public rights-of-way adjoining said property, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of said Grantee forever in FEE SIMPLE, subject to those easements, covenants, restrictions and other matters of record as set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

AND THE SAID Grantor, for itself and its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said Grantee, its successors and assigns, against the claims of all persons claiming by, through or under the said Grantor.

**[SIGNATURES ON FOLLOWING PAGE]**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 Orange )  
On January 29, 2019 before me, Melissa Cooper, Notary Public  
-Date Here Insert Name and Title of the Officer  
personally appeared Jon Muller  
Name(s) of Signer(s)

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 Melissa Cooper  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document - Warranty Deed**

Title or Type of Document: Orange Park LLC Agreement Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**Exhibit A to Special Warranty Deed**

## LEGAL DESCRIPTION

Lot S, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

**Exhibit B to Special Warranty Deed**

## PERMITTED EXCEPTIONS

1. Taxes for the year 2019 are accruing as a lien not yet due and payable under Parcel No. 53-229-0014.
2. The herein described property is located within the boundaries of Orem City, and is subject to any and all charges and assessments levied thereunder.
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.
4. Claim, right, title or interest to water or water rights whether or not shown by the public records.
5. Covenants, conditions and restrictions as contained in that certain Affidavit dated March 14, 1985, executed by Daryl Berlin, recorded April 12, 1985 as Entry No. 10079 in Book 2210 at Page 212, official records.
6. Easement in favor of Utah Power and Light Company, to construct, reconstruct, operate, maintain and repair electric transmission and other equipment over, under and across a portion of the subject Land. Said Easement recorded April 16, 1987, as Entry No. 14606, in Book 2405, at Page 445.
7. Right-of-Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded April 27, 1990, as Entry No. 13050, in Book 2684, at Page 867.
8. Terms, conditions and limitations as contained in that certain Agreement dated February 28, 1995, executed by and between the City of Orem, a municipal corporation and Novell, Inc., a Delaware corporation, recorded March 7, 1995 as Entry No. 13726 in Book 3632 at Page 535, official records.

Terms, conditions and limitations as contained in that certain Agreement dated February 12, 1996, executed by and between the City of Orem, a municipal corporation and Novell, Inc., a Delaware corporation, recorded February 20, 1996 as Entry No. 13460 in Book 3891 at Page 694, official records.

Terms, conditions and limitations as contained in that certain Agreement dated February

12, 1996, executed by and between the City of Orem, a municipal corporation and Novell, Inc., a Delaware corporation, recorded February 20, 1996 as Entry No. 13461 in Book 3891 at Page 701, official records.

9. Grant of Easement in favor of Nextlink of Utah, a Utah corporation, its successors and assigns, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon, over, under and across a portion of the subject Land, recorded September 16, 1998, as Entry No. 94085, in Book 4777, at Page 634.
10. Easements, notes and restrictions as shown on the recorded plat for Timpanogos Research & Technology Park, a Planned Unit Development, Phase 1, recorded April 13, 2000 as Entry No. 29305:2000.
11. Protective Covenants, Conditions and Restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate Title 42, USC 3604. Recorded April 13, 2000 as Entry No. 29306:2000.

Said Declaration provides among other things for the formation of a management board which has the power to assess charges for maintenance.

Amended October 18, 2006 as Entry No. 138826:2006.

12. Terms, conditions, easements and limitations as contained in that certain Grant of Reciprocal Easements dated June 21, 2005, executed by and between the Timpanogos Research & Technology Park Owners Association, Inc., a Utah non-profit corporation and TCU Land, LLC, a Utah limited liability company, recorded June 21, 2005 as Entry No. 66419:2005, official records.
13. Deed of Trust, Assignment of Leases and Rents and Security Agreement to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Canyon Park Owner II, LLC and Canyon Park Building W TRS, LLC, each a Delaware limited liability company; Trustee: Cottonwood Title Insurance Agency, Inc.; Beneficiary: ACORE Capital Mortgage, LP, a Delaware limited partnership, in its capacity as Administrative Agent for and on behalf of the Lenders; Amount: \$59,962,500.00; Dated: February 28, 2018; Recorded: February 28, 2018 as Entry Number 19735:2018.

Assignment of Leases and Rents recorded February 28, 2018 as Entry No. 19736:2018 of Official Records, as additional security for the payment of the indebtedness secured by said Deed of Trust.

14. UCC Financing Statement executed by Canyon Park Owner II, LLC, a Delaware limited liability company, as Debtor, in favor of ACORE Capital Mortgage LP, in its capacity as Administrative Agent for and on behalf of the Lenders, as Secured Party, recorded

February 28, 2018 as Entry No. 19737:2018.

15. Notwithstanding those items described herein-above, the Land is also subject to any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts which an ALTA/NSPS Survey, (made in accordance with the current Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by (ALTA) American Land Title Association and (NSPS) National Society of Professional Surveyors) may disclose.
16. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records, limited to the current remodeling project.