

When Recorded Mail To:

Larry J. Maloney
Corporate Attorney
Johnson Controls, Inc.
5757 N. Green Bay Avenue
P. O. Box 591
Milwaukee, WI 53201

1100
KATIE L. LARSON
RECORDER
SALT LAKE COUNTY
UTAH
FEB 16 9 42 AM '82
SECURITY TITLE CO.
REF: *[Signature]*

3673496

CORRECTION WARRANTY DEED

3647941

TECHNOLOGY PARK, a partnership, formerly known as TECHNOLOGY SQUARE ASSOCIATES, a partnership, grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEY and WARRANT to JOHNSON CONTROLS, INC., grantee of City of Milwaukee, County of Milwaukee, State of Wisconsin for the sum of TEN AND NO/100 Dollars and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah, to-wit:

East

BEGINNING at a point which is South 0° 04' 50" along the 3600 West Street monument line 1056.03 feet and East 638.10 feet from the North quarter corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 45° East 364.00 feet; thence South 45° East 374.00 feet; thence South 45° West 364.00 feet; thence North 45° West 374.00 feet to the point of BEGINNING.

* * *

Subject to Rules, Regulations and Restrictive Covenants of Technology Park as attached hereto as Exhibit "A".

Subject to Solar Easement as attached hereto as Exhibit "B".

Subject to general taxes, easements, restrictions and rights of way of record or enforceable in law or equity.

This deed is a Correction Warranty Deed to show the correct grantor and to correct that certain deed dated December 23, 1980, recorded on December 23, 1980 in Book #5194, Page 869, as instrument #3517444 in the office of the County Recorder, Salt Lake County, Utah.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 3rd day of February A.D., 1982.

ATTEST:

TECHNOLOGY PARK, a General Partnership
By: TECHNOLOGY SQUARE, INC., Managing Partner

[Signature of Paul K. Mendennall]
PAUL K. MENDENNALL,
Assistant Secretary

[Signature of G. Rex Frazier]
G. REX FRAZIER, Vice President

ATTEST:

KUTV PROPERTIES, INC., General Partner

[Signature of William F. Wilson]
Assistant Secretary

[Signature of George O'Halloran]
President

SECURITY TITLE CO.
No. _____

790 N.E. 20

BOOK 5370 PAGE 813

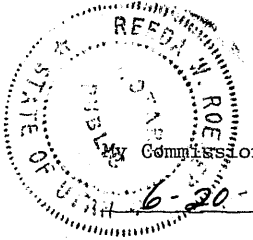
BOOK 5340 PAGE 1355

1100
[Signature]
SECURITY TITLE CO.

SECURITY TITLE CO.
KATIE L. LARSON
RECORDER
SALT LAKE COUNTY
UTAH
MAY 10 11 09 AM '82

STATE OF UTAH,)
 : ss.
County of Salt Lake)

On the 3rd day of February, A.D., 1982 personally appeared before me G. REX FRAZIER and PAUL K. MENDENHALL who being by me duly sworn did say, each for himself, that he, the said G. REX FRAZIER is the vice president and he, said PAUL K. MENDENHALL is the assistant secretary of TECHNOLOGY SQUARE, INC., Managing Partner of TECHNOLOGY PARK, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said G. REX FRAZIER and PAUL K. MENDENHALL each duly acknowledged to me that said corporation executed the same.



Reed M. Roemer

Notary Public

My Commission Expires:

My Residence is:

Salt Lake City, Utah

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 3rd day of February, A.D., personally appeared before me George C. Hatch and William L. Watson who being by me duly sworn did say, each for himself, that he, the said, George C. Hatch is the president, and he, said William L. Watson is the said Asst. secretary of KUTV PROPERTIES, INC., General Partner of TECHNOLOGY PARK, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said George C. Hatch and William L. Watson each duly acknowledged to me that said corporation executed the same.

Norm Olson

Notary Public

My Commission Expires:
2/1/83

My Residence is: Salt Lake City, Utah

BOOK 5370 PAGE 814

BOOK 5340 PAGE 1358

EXHIBIT "A"

RULES, REGULATIONS AND RESTRICTIVE COVENANTS

TECHNOLOGY SQUARE

I. PERMITTED USES. The purpose of TECHNOLOGY PARK is to create an attractive environment for the conducting of business enterprises which do not create a hazard or are not offensive due to appearance of to the emission of noxious odors, smoke, or noise, and to conduct wholesale and retail operations, research laboratories, central office facilities and selective supporting facilities. To promote such an area retailing businesses are allowed which fall within this general category. Seller shall review the proposed use of each parcel of land and approve each planned office, industrial and commercial park.

II. PROHIBITED USES. No portion of the property may be occupied by any of the following uses:

- (1) Residential purposes except for the dwelling of watchmen or other employees attached to a particular enterprise authorized in the area.
- (2) Storage in bulk of any junk, wrecked autos or materials of any nature in or adjacent to the Premises.
- (3) No portion of the Premises or any building or structure thereon at any time shall be used for the manufacture, storage, distribution, or sale of any products or items which shall increase the fire hazard of adjoining property; or for any business which constitutes a nuisance or causes the emission of odors of a gas injurious to products manufactured or stored on adjoining premises or which emit undue noise or for any purpose which will injure the reputation of said premises or the neighboring property or for any use which is in violation of any of the laws of Salt Lake County or the State of Utah.

III. LAND USE. All buildings constructed in TECHNOLOGY PARK shall maintain the following set-backs and landscaped areas:

- (1) Front Yards: All buildings shall be sited parallel to the fronting street and shall maintain a minimum set-back of thirty-five (35) feet from the curb. Buildings located on a curved street shall be located such that the closest point is not less than twenty (20) feet from the curb. Parking shall not extend across the entire front of the property, nor exceed twenty (20) feet in depth from the curb. Up to twenty percent (20%) of a front yard may be devoted to customer parking, and a landscaped buffer of not less than ten (10) feet shall be maintained in front of each building, unless prior approval is obtained from Seller.
- (2) Side Yards: When parking or driveways exist within the side yard of any building, landscaped buffer of not less than ten (10) feet in width shall be maintained between building, parking areas, or driveways.

BOOK 5370 PAGE 815

~~BOOK 5340 PAGE 1357~~

- (3) Rear Yards; Rear yards of all buildings shall be landscaped and maintained as an integral part of the entire project. Where parking, service yards, loading docks, etc. occur in the rear of buildings, and do not extend across the entire rear of the building, the remaining portion shall be landscaped.
- (4) Refuse and Miscellaneous Storage; Where exterior space is needed for temporary storage or the location of garbage collection equipment, it shall be visually screened by a wall or fence no less than five (5) feet in height and of materials compatible and similar to the Buyer's building. Every effort should be made to landscape around such facilities.

IV SIGNS. Criteria have been established for the purpose of assuring an outstanding development and for the mutual benefit of all Buyer's. Signs installed as nonconforming or unapproved must be brought into conformance at the expense of the Buyer.

A. GENERAL REQUIREMENTS:

1. Each Buyer shall submit or cause to be submitted to Seller for approval, before fabrication, at least three (3) copies of detailed drawings indicating for location, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
2. All permits for signs and their installation shall be obtained by the Buyer or his representative, and shall conform to all local building and electrical codes.
3. All signs shall be constructed and installed at Buyer's expense.
4. Buyer shall be responsible for the fulfillment of all requirements of these criteria.

B. GENERAL SPECIFICATIONS:

1. No animated, flashing, or audible signs will be permitted.
2. No exposed lamps or tubing will be permitted. No exposed raceways, crossovers, conduit or brackets will be permitted. All cabinets, conductors, transformers and other equipment shall be concealed.
3. Electrical service to all signs shall be on Buyer's meter.

C. LOCATION OF SIGNS:

1. Each Buyer will be permitted to install one illuminated or non-illuminated sign on the face of the building. The maximum projection of the sign from the face of the building without special variance shall be nine (9) inches.
2. No signs perpendicular to the face of the building will be permitted.
3. No signs shall be allowed or located on canopies, over-hangs, or on the roof structure.
4. No free standing signs shall be allowed, other than the Buyer's signs used for advertising or denoting the TECHNOLOGY PARK complex.

D. DESIGN REQUIREMENTS:

1. The content of all signs on the face of buildings shall be limited to the name of the Buyer and/or the corporate symbol.

BOOK 5370 PAGE 816

BOOK 5340 PAGE 1358

Wording of signs shall not include the product(s) sold except as part of Buyer's trade names or insignia.

2. Buyers are encouraged to have signs designed as an integral part of the building face design with letter size and location approximately scaled and proportioned to the overall building design. The design of all signs, including style and placement of letterings, size, color, materials and method of illumination, shall be subject to the approval of Seller.

E. CONSTRUCTION REQUIREMENTS:

1. All exterior signs, bolts, fastenings and clips shall be enamelling iron with porcelain enamel finish, stainless steel, aluminum, brass or bronze or other rust free metal. No black iron materials of any type will be permitted.

2. All letters shall be fabricated using full-welded construction. Location of all openings for conduit in sign panels of building walls shall be indicated by the sign contractor on drawings submitted to Seller's architect. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition. No labels will be permitted on the exposed surface of signs except those required by local ordinance which shall be applied in an inconspicuous location. Sign contractor shall repair any damage to any work caused by his work. Buyer shall be fully responsible for the operation of Buyer's sign contractors.

F. MISCELLANEOUS REQUIREMENTS:

1. Buyer, his representative, or his sign contractor shall repair and maintain in a clean and orderly fashion, all signs. If Buyer fails to repair or maintain said sign(s) after ten (10) days written notice to do so from the Seller, Seller may repair, clean or maintain said sign(s) and the cost thereof shall be payable by Buyer to Seller upon demand.

2. The candlepower of each illuminated sign shall be approved by Seller.

V. STORAGE. No land or buildings shall be used so as to permit the keeping of articles, goods or materials in the open or exposed to public view.

VI. LOADING DOCKS. Truck loading docks will not be permitted on any frontage road in TECHNOLOGY PARK, except as permitted by Seller. All docks shall be set back at least sixty-five (65) feet from the curb and gutter line.

VII. CONSTRUCTION REQUIREMENTS AND COMMITTEE APPROVAL. Construction or alteration of all buildings in TECHNOLOGY PARK shall meet the standards provided for in these restrictions. Buyer prior to construction or alteration of any building must submit two (2) sets of proposed plans and specifications to Seller for approval. Seller shall review the plans to assure that exterior design, materials, color of materials and quality of the work contemplated is compatible with the structures and improvements existing or planned in TECHNOLOGY PARK. Written approval of such plans by Seller shall be proof of compliance with these restrictions.

The building codes of the Salt Lake County in effect at the time of any construction shall apply.

VIII. DESIGN. Any building erected on the property shall be of exterior finish and of a design compatible with those structures and

BOOK 5370 PAGE 817

BOOK 5340 PAGE 1359

improvements existing and planned for TECHNOLOGY PARK as interpreted by Seller. All sides of said building must be finished in a manner similar to and compatible with the front of the building. Should a duplex type building be constructed, the type and color of face brick, or other finish materials, must be the same entire exterior of the building. All other types of construction not covered in the above must first be submitted to and have the written approval of Seller.

Plans and specifications for the construction, installation or alteration of all signs, loading docks, parking facilities and landscaped areas must be submitted to and have written approval of Seller.

Seller shall review the proposed use of the property and shall reserve the right to refuse to approve any plan for a use which, in its opinion, is not in keeping with the proposed concept of TECHNOLOGY PARK. Where a proposed development could become offensive, Seller shall have the right to require special equipment or special design features to overcome such conditions. In all cases where approval of Seller is required, Seller shall act within fifteen (15) days from date of request.

IX. LANDSCAPING AND MAINTENANCE. A landscaping and watering system plan will be provided by each Buyer to assure its compatibility with the entire development. Maintenance of all exterior landscaped areas will be the responsibility of Buyer. If not properly performed and regularly maintained, Seller may, at Seller's option, undertake the performance thereof at the sole cost and expense of Buyer. Buyer will also pay their prorated share of common area expenses at it relates to the entire TECHNOLOGY PARK.

X. EXTERIOR MECHANICAL AND ELECTRICAL EQUIPMENT. No heating, air conditioning, electric, or other equipment shall be installed on the roof of any building or structure, or hung on exterior walls unless the same is screened, covered, or installed in a manner which shall first have been approved by the Seller.

XI. EXTERIOR LIGHTING. All exterior floodlights, spotlights, parking or landscape lighting and any other exterior lighting application shall be in conformity with the style and intensity of lighting established in TECHNOLOGY PARK, and shall be submitted (by plan and specification) to the Seller for approval prior to installation.

XII. EMPLOYEE PARKING. Parking as provided to Buyer for its employees shall be used for parking and no other purpose. Such areas shall not be used for future construction expansion unless additional parking is provided contiguous or adjacent thereto. Employee parking shall be confined to the area reserved for Buyer and its employees.

The following ratios will be followed: (1) stall for every 300 feet of office; (1) stall for each 500 feet of manufacturing, and (1) for each 600 feet of light industrial; (1) stall each 1,000 feet of warehouse. No parking will be allowed on the roadways of the development.

XIII. MISCELLANEOUS.

No storage of vehicles shall be allowed other than those directly used in the operation of normal business.

No maintenance or repairs of vehicles shall be allowed in any common area or areas reserved for customer or employee parking.

No common areas reserved for customer or employee parking shall be used for motorcycle traffic or off highway vehicles similar to mini-bikes, motorcycles, dune buggies, snowmobiles or any similar vehicle not normally used on streets or subject to regulated registration.

All utility systems will be underground and approved before installation.

BOOK 5370 PAGE 818

BOOK 5340 PAGE 1360

EXHIBIT "B"

No Building or Structures shall be constructed within the Easement Area described as follows: The area 30 feet to the Southeast of the Southeast property line which would cast a shadow between the hours of 10:00 A.M. and 4:00 P.M. on the Southerly exposure of the building to be constructed by the Purchaser as such building is shown on Schedule 1.

BOOK 5370 PAGE 819

BOOK 5340 PAGE 1301

SCHEDULE 1

TOTAL AREA
APPROXIMATELY 3 ACRES

FUTURE PARKING
(SHOWN SHADED)
TOTAL PARKING 105 CARS

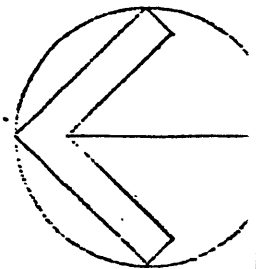
LOYEE PARKING
220

EXPANSION
(15000 S.F.)

STAGE ONE
15000 S.F.

CUSTOMER PARKING 6 CARS

NORTH



1" = 100'-0"

WEST STREET

BOOK 5340 PAGE 820
PLAT 1362