

**RECORDING REQUESTED BY, AND WHEN  
RECORDED MAIL DOCUMENT TO:**

First American Title Insurance Company  
560 South 300 East  
Salt Lake City, Utah 84111  
Attn. Steve Nielsen

11778129  
12/19/2013 12:19 PM \$18.00  
Book - 10200 Pg - 4291-4295  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: DDK, DEPUTY - WI 5 P.

This Instrument was prepared by:

By: Dorsey & Whitney LLP (AVD/kkh)  
50 South Sixth Street, Suite 1500  
Minneapolis, MN 55402

**TAX STATEMENTS SHOULD BE MAILED TO:**

E&E Investment Co., LLC  
4701 West 2100 South  
Salt Lake City, Utah 84120  
Attention: Manager

Space Above This Line for Recorder's Use

**SPECIAL WARRANTY DEED**

Date: December 18<sup>th</sup>, 2013

For valuable consideration, HONEYWELL ELECTRONIC MATERIALS, INC., a corporation under the laws of Washington, Grantor, whose address is c/o Honeywell International Inc., 21925 Field Parkway, Deer Park, Illinois 60010, Attn: Mr. Richard J. Kriva, by these presents does hereby grant, sell, warrant and convey to E & E INVESTMENT CO., LLC, a limited liability company under the laws of Utah, Grantee, whose address is 4701 West 2100 South, Salt Lake City, Utah 84120, real property in Salt Lake County, Utah, described as follows:

See Exhibit A (the "Property") attached hereto and made a part hereof,

1. **Encumbrances.** Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor warrants that the Property is free of all encumbrances except those described on Exhibit B.
2. **Warranties.** In the case of any breach of Grantor's warranties herein contained, whether such warranties are express or implied, the liability of Grantor shall be limited to Grantor's interest in the Property hereby conveyed (immediately prior to the conveyance described in this Special Warranty Deed).
3. **Restrictions.** By accepting this Special Warranty Deed, Grantee covenants, for itself and its successors and assigns, that (i) no portion of the above-described Property shall be used or occupied, either temporarily or permanently, for any residential use of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Property by

4830-4130-5111

individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, cooperatives, condominium units or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, congregate housing, assisted living facilities, skilled nursing facilities, hospitals, or any other dwelling use of any kind), and (ii) groundwater underneath the premises shall not be used for human consumption, irrigation, or other purposes that might bring it into contact with humans (collectively, the "Use Restrictions"). The Use Restrictions shall run with and burden the Property and bind Grantee, its successors and assigns, and all subsequent owners or other occupiers of the Property in perpetuity.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed to Grantee as of the date first written above.

GRANTOR

HONEYWELL ELECTRONIC MATERIALS, INC., a Washington corporation

By: 

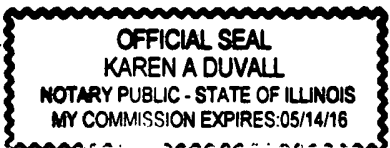
Print Name: Richard J. Kriva

Title: Vice President, Global Real Estate of Honeywell International Inc., a Delaware corporation (Authorized Representative)

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF LAKE )

On this, the 17<sup>th</sup> day of December, 2013, before me, a notary public, the undersigned officer, personally appeared Richard J. Kriva, who acknowledged himself to be the Vice President, Global Real Estate of Honeywell International Inc., a Delaware corporation (Authorized Representative) of Honeywell Electronic Materials, Inc., a Washington corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



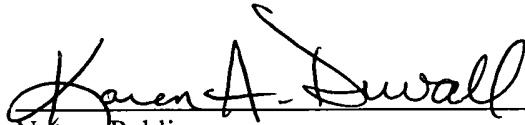
  
Notary Public  
My Commission Expires:

EXHIBIT A

Beginning at the Northwest Corner of Lot 2, Amended and Restated Honeywell Electronic Materials, Inc. Subdivision as found and on file at the Salt Lake County Recorder's Office, Book 2009P, Page 171 said point being South 89°53'30" East 910.56 feet along the Quarter section line and North 0°00'24" West 1942.6 feet from the West Quarter Corner of Section 19, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running; thence North 89°49'46" East 276.90 feet along the north line of said Lot 2; thence South 0°00'24" East 184.13 feet; thence South 89°49'46" West 9.50 feet; thence South 00°00'24" East 56.70 feet; thence North 89°49'46" East 14.50 feet; thence South 00°00'24" East 46.61 feet to the south line of said Lot 2; thence South 89°49'46" West 281.90 feet along the south line to the Southwest Corner of said Lot 2; thence North 0°00'24" West 287.44 feet along the West line of said Lot 2 to the point of beginning.

Part of Parcel No. 15-19-101-5005-0000

A-1

**EXHIBIT B**

**Permitted Exceptions**

1. Taxes for the year 2014 and thereafter.
2. Any charge upon the land by reason of its inclusion in West Valley City, Jordan Valley Water Conservancy District and Granger-Hunter Improvement District.
3. Terms, conditions and easements as contained in that certain Reciprocal Easement Agreement recorded September 29, 2000 as Entry No. 7730042 in Book 8391 at Page 4729 of Official Records.

Amendment to Special Warranty Deed and Reciprocal Easement Agreement recorded March 7, 2008 as Entry No. 10367322 in Book 9579 at Page 4249 of Official Records.

Corrective Amendment to Special Warranty Deed and Reciprocal Easement Agreement recorded June 30, 2008 as Entry No. 10467833 in Book 9622 at Page 6089 of Official Records.

4. Notice of Adoption of the North Central Economic Development Project Area Plan Dated December 10, 2007 recorded February 04, 2008 as Entry No. 10339080 in Book 9566 at Page 447 of Official Records.
5. Easements, notes and restrictions as shown on CR England Subdivision Amending & Extending Lot 1, 2 & 3 Amended and Restated Honeywell Electronic Materials, Inc. Subdivision plat recorded 12.19, 2013 as Entry No. 11778127 in Book 2013 P of Plats at Page 261.
6. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within that certain Termination of Easements and New Declaration of Easements and Covenants recorded 12.19.2013 as Entry No. 11778128 in Book 10200 at Page 4277 of Official Records.
7. Vehicular access to Highway 201, also known as 2100 South Frontage Road or 2100 South is limited to openings permitted by the Utah State Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2005.