

Ent: 395019 - Pg 1 of 7
Date: 1/31/2014 4:11:00 PM
Fee: \$24.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: First American NCS - South Temple

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

PETERSON INDUSTRIAL PROPERTIES, LLC
Attn: Roger Peterson
1485 W JAMES WAY
Tooele, UT 84074

Tax Parcel No. (See Exhibit A)

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For the consideration of Ten and 00/100 Dollars, and other valuable consideration, NINIGRET DEPOT, L.C., a Utah limited liability company ("**Grantor**"), does hereby convey and warrant against all who legally claim, by, through or under the Grantor, but not otherwise, to PETERSON INDUSTRIAL PROPERTIES, LLC, a Utah limited liability company ("**Grantee**"), whose address is Attn: Roger Peterson, 1485 W JAMES WAY, Tooele, UT 84074, the real property situated in Tooele County, Utah, specifically described below, together with all rights and privileges appurtenant thereto ("**Property**"):

See legal description on Exhibit B attached hereto and incorporated by reference herein.

THIS CONVEYANCE IS MADE EXPRESSLY SUBJECT TO THE EFFECT OF: (a) that certain Deed from the United States of America to the Redevelopment Agency of Tooele City dated December 18, 1998 and recorded in the public land records of Tooele County on January 6, 1999, as Entry No. D 124236 in Book 0547 at Page 0823 (the "**Army Deed**"); (b) that certain Declaration of Covenants, Conditions and Restrictions dated December 18, 1998 and recorded in the public land records of Tooele County on January 6, 1999, as Entry No. E 124235 in Book 0547 at Page 0764; and (c) that certain Declaration of Covenants, Conditions, Restrictions and Easements for Utah Industrial Depot dated October 8, 1999 and recorded in the public land records of Tooele County on October 19, 1999 as Entry No. 138824, in Book 593 at Page 776, as amended by that certain Amendment No. 1 to Declaration of Covenants, Conditions, Restrictions and Easements for Utah Industrial Depot, dated January 17, 2013, and recorded January 30, 2013, as Entry No. 380135, in the public land records of Tooele County, as such may be further amended.

ALSO SUBJECT TO: (1) all zoning regulations, restrictions, rules and ordinances, land use regulations, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; (2) any state of facts that an accurate and complete ALTA/ACSM survey (with all Table A items) and physical inspection of the property might disclose; (3) any real property taxes and assessments not yet due and payable; (4) any and all recorded reservations, easements, rights-of-way, declarations, covenants, conditions, restrictions, encroachments, liens, encumbrances; and (5) all other matters of record or enforceable at law or in equity.

THIS CONVEYANCE includes no water rights, nor does it include any right, title or interest in the personal property constituting the Storm Drain System, the Sewer System and Water Well Number 2 described in Section A Paragraphs 2.a, 2.b, and 2.c. of the Army Deed.

RESERVING UNTO GRANTOR all rights, title, and interests in all rail lines, spur lines, and other similar lines used for the transportation of rail cars located within, on, or that might benefit, the Property, it being the intent of the parties that Grantee receives no right to use said lines pursuant to this conveyance.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all other covenants, express or implied.

EXCEPT AS TO THE WARRANTY OF TITLE EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES AND AGREES BY ACCEPTING THIS SPECIAL WARRANTY DEED THAT GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY SPECIFIC PURPOSE OR USE, THE MERCHANTABILITY OR RENTABILITY OF THE SUBJECT PROPERTY OR ANY PART THEREOF, THE ECONOMIC FEASIBILITY OF THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY OR ANY PART THEREOF, OR THE COMPLIANCE OF ANY OF THE SUBJECT PROPERTY WITH ANY STATUTE, REGULATION, RULE OR ORDINANCE AFFECTING THE SAME, INCLUDING ANY REPRESENTATION AND WARRANTY REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER (“CERCLA”).

GRANTEE AND ITS SUCCESSORS AND ASSIGNS EXPRESSLY ASSUME THE RISK THAT ANY HAZARDOUS SUBSTANCES (DEFINED LATER) ARE OR HEREAFTER MAY BE LOCATED ON THE PROPERTY. GRANTEE AND ITS SUCCESSORS AND ASSIGNS AGREE TO INDEMNIFY GRANTOR FROM AND AGAINST, AND AGREES TO FOREVER ACQUIT, RELEASE AND DISCHARGE, AND WAIVE, ALL RIGHTS AND CLAIMS TO CONTRIBUTION (INCLUDING WITHOUT LIMITATION CONTRIBUTION CLAIMS UNDER CERCLA) FROM, GRANTOR, ITS AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ANY AND ALL JUDGMENTS, CLAIMS, EXPENSES (INCLUDING ATTORNEYS' AND OTHER CONSULTANTS' REASONABLE FEES AND COSTS), CAUSES OF ACTION, DAMAGES, LIABILITIES, INCLUDING WITHOUT LIMITATION, (I) ALL FORESEEABLE AND ALL UNFORESEEABLE CONSEQUENTIAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE, GENERATION, STORAGE, DISPOSAL, RELEASE OR THREATENED RELEASE OF HAZARDOUS SUBSTANCES ON THE PROPERTY, AND (II) THE COST OF ANY REASONABLY NECESSARY INVESTIGATION, REPAIR, CLEANUP, REMEDIATION OR DETOXIFICATION OF THE PROPERTY AND OTHER AFFECTED PROPERTY AND THE PREPARATION OF ANY CORRECTIVE ACTION, CLOSURE OR OTHER REQUIRED PLANS OR REPORTS TO THE FULL EXTENT THAT SUCH ACTIONS ARE ALLEGED TO BE ATTRIBUTABLE, DIRECTLY OR INDIRECTLY, TO THE PRESENCE OR USE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES BY ANY PERSON AND RELATE TO OR INVOLVE THE PROPERTY. "HAZARDOUS SUBSTANCES" MEANS ANY SUBSTANCE OR MATERIAL WHICH IS DEFINED AS OR INCLUDED IN THE DEFINITION OF "HAZARDOUS SUBSTANCES", "HAZARDOUS WASTES," "HAZARDOUS MATERIALS," "EXTREMELY HAZARDOUS WASTE," "ACUTELY HAZARDOUS WASTES," "RESTRICTED HAZARDOUS WASTE," "TOXIC SUBSTANCES," OR "KNOWN TO CAUSE CANCER OR REPRODUCTIVE TOXICITY" (OR WORDS OF SIMILAR IMPORT), PETROLEUM PRODUCTS (INCLUDING CRUDE OIL OR ANY FRACTION THEREOF) OR ANY OTHER CHEMICAL, SUBSTANCE OR MATERIAL WHICH IS PROHIBITED, LIMITED OR REGULATED UNDER ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, REGULATION, ORDER, PERMIT, LICENSE, DECREE, COMMON LAW, OR TREATY NOW OR HEREAFTER IN FORCE REGULATING, RELATING TO OR IMPOSING

LIABILITY OR STANDARDS CONCERNING MATERIALS OR SUBSTANCES KNOWN OR SUSPECTED TO BE TOXIC OR HAZARDOUS TO HEALTH OR SAFETY, THE ENVIRONMENT OR NATURAL RESOURCES.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS, INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS, IN ITS PRESENT STATE AND CONDITION, AND IN RELIANCE SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR.

[signatures and acknowledgements are on the following pages]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the 31st day of January, 2014.

GRANTOR: NINIGRET DEPOT, L.C.,
a Utah limited liability company

By: The Ninigret Group, L.C.,
a Utah limit liability company
Its: Manager

By: *Randolph G. Abood*
Randolph G. Abood, Manager

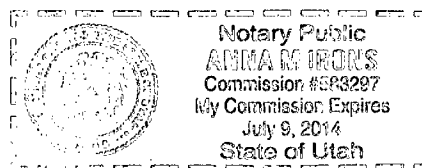
STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On January 30, 2014, before me, ANNA M. IRONS, a Notary Public, personally appeared Randolph G. Abood, 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 UTAH that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Anna M. Irons* (Seal)



Grantee joins in the execution of this instrument for the purposes of acknowledging and agreeing to the terms and provisions contained in this instrument.

GRANTEE: PETERSON INDUSTRIAL PROPERTIES, LLC, a Utah limited liability company

By: [Signature]
Name: ROGER PETERSON
Title: MANAGER

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

The foregoing instrument was acknowledged before me on the 31st day of January, 2014, by ROGER PETERSON, the Manager of PETERSON INDUSTRIAL PROPERTIES, LLC, a Utah limited liability company.

My Commission Expires: 7-9-14
[Signature]
Notary Public
Residing at UTAH

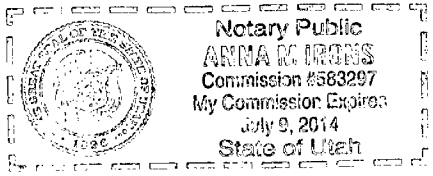


EXHIBIT A

(Tax Parcel No.)

18-034-0-003A

EXHIBIT B

(Legal Description of the Property)

That certain real property located in Tooele County, Utah, specifically described as follows:

LOT 3, UTAH INDUSTRIAL DEPOT MASTER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE TOOELE COUNTY RECORDER OFFICE, STATE OF UTAH.

LESS AND EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN THE RECORDED PLAT OF BUILDING 619 MINOR SUBDIVISION FINAL PLAT RECORDED OCTOBER 7, 2013 AS ENTRY NO. 390257 OF OFFICIAL RECORDS.

Tax ID No. 18-034-0-003A.