

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

Marissa Dianne Messer Family Trust
20422 Beach Blvd., Suite 330
Huntington Beach, CA 92648
Attention: Benjamin M. Messer

CTIA#106670-WHF

12877339
10/31/2018 8:57:00 AM \$20.00
Book - 10726 Pg - 3218-3223
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

Tax ID No. 26-36-476-003

(Space Above for Recorder's Use)

MAIL TAX STATEMENTS TO:

Marissa Dianne Messer Family Trust
20422 Beach Blvd., Suite 330
Huntington Beach, CA 92648
Attention: Benjamin M. Messer

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **Bart F. Rinker and Sharon A. Rinker, Trustees of the Bart and Sharon Rinker Community Property Trust dated January 13, 2003, "Grantor"**, do hereby convey and warrant against all who claim by, through or under the grantor to **Marissa Dianne Messer and Benjamin M. Messer, Trustees of the Marissa Dianne Messer Family Trust dated April 26, 2002, as amended and restated ("Grantee")**, the real property (the "**Property**") in the County of Salt Lake, State of Utah, described as follows:

See **Schedule 1** attached hereto and incorporated herein by reference.

SUBJECT TO:

1. All non-delinquent real property taxes and unpaid general and special assessments.
2. Those matters shown on **Schedule 2** attached hereto and incorporated herein by reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Grantor has caused this Special Warranty Deed to be duly executed on October 27th, 2018.

Grantor:

The Bart and Sharon Rinker Community Property Trust dated ~~January 13, 2003~~

By: [Signature]
Name: Bart F. Rinker

Title: Trustee

By: [Signature]

Name: Sharon A. Rinker

Title: Trustee

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

A Notary Public or other official 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)

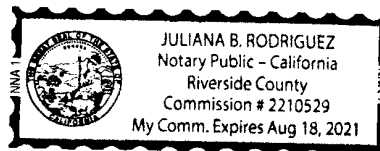
County of Riverside)

On October 27th, 2018 before me, Juliana B. Rodriguez ~~John Bart Fredric Rinker~~ ^{JB} notary public, personally appeared Bart Fredric Rinker & Sharon A. Rinker who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person 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.

Juliana B. Rodriguez
Notary Public



SCHEDULE 1

Legal Description

PARCEL 1:

Lot 2A, HERRIMAN TOWNE CENTER MARKET PLACE LOT 2 AMENDED & EXTENDED, according to the official plat thereof, recorded August 7, 2013 as Entry No. 11700605 in Book 2013P at Page 153 of official records.

PARCEL 2:

A non-exclusive, perpetual and permanent easement for pedestrian and vehicular ingress, egress and regress, as established by that certain Cross Easement Agreement recorded August 26, 2013 as Entry No. 11712336 in Book 10172 at Page 1614 of official records.

SCHEDULE 2
Permitted Title Exceptions

1. a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but that could be ascertained by inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. a) Unpatented mining claims; b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; c) water rights, claims or title to water, whether or not the matters excepted under a), b), or c) are shown by the Public Records
6. Any liens, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and in the date on which all of the Schedule B, Part I-Requirements are met.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
9. Taxes for the year 2018 are a lien now due and payable in the amount of \$83,107.82 but will not become delinquent until November 30, 2018 under Parcel No. 26-36-476-003. Taxes for the year 2017 have been paid in the amount of \$69,479.02 under Parcel No. 26-36-476-003.
10. This Land is located within the boundaries of Herriman City, South Valley Sewer District and the Salt Lake Valley Law Enforcement District and is subject to the charges and assessments thereof.
11. 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 or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Claim, right, title or interest to water or water rights whether or not shown by the public records.
13. Notice of Adoption of Herriman Towne Center Community Development Project Area Plan, recorded January 26, 2010 as Entry No. 10885896 in Book 9799 at Page 5413.

14. Reservation of 1/2 oil, gas and mineral rights as reserved in that certain Warranty Deed, dated December 17, 1973 and recorded December 20, 1973 as Entry No. 2589580 in Book 3481 at Page 471.
15. Easement in favor of the State of Utah, acting through the Board of Water Resources to use the existing water distribution system from Butterfield Canyon Creek and incidental purposes, by instrument dated February 20, 1974 and recorded February 26, 1974, as Entry No. 2602125, in Book 3523, at Page 249.
16. Reserving and excepting unto Suburban Land Reserve, a Utah corporation, all water and water rights, including shares of stock in water companies, minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in, or under the Land, provided that Grantor does not reserve the right to use the subject Land or extract minerals or other substances from the subject Land above a depth of 500 feet, nor does Grantor reserve the right to use the surface of the subject Land in connection with the rights reserved herein as contained in that certain Special Warranty Deed, dated March 14, 2008 and recorded March 14, 2008 as Entry No. 10374103 in Book 9582 at Page 6502.
17. Any loss or claim arising from the fact that the boundary of the herein described Land abuts 13400 South Street, which is a controlled access facility as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, as amended, as disclosed by that certain Special Warranty Deed recorded July 2, 2010 as Entry No. 10983937 in Book 9838 at Page 2598.
18. Commercial Sewer Connection Agreement between PRP Investors Herriman, LLC and the South Valley Sewer District, a political subdivision of the State of Utah, dated July 23, 2013 and recorded August 1, 2013 as Entry No. 11696496 in Book 10165 at Page 1877.
19. Easements, notes and restrictions as shown on the recorded plat for Herriman Towne Center Market Place Lot 2 Amended & Extended, recorded August 7, 2013 as Entry No. 11700605 in Book 2013P at Page 153.
20. A lease dated December 28, 2012 by and between PRP Investors Herriman, LLC, a California limited liability company (Landlord) and Utah CVS Pharmacy, L.L.C., a Utah limited liability company (Tenant), as disclosed in that certain Memorandum of Lease recorded August 23, 2013 as Entry No. 11711097 in Book 10171 at Page 6349.

A Subordination and Non-Disturbance Agreement recorded April 14, 2014 as Entry No. 11832918 in Book 10223 at Page 5170 of Official Records, wherein the Lease shown as Entry No. 11711097 herein was subordinated to the lien of that certain Deed of Trust referred to in Entry No. 11832917 herein.
21. Cross Easement and Temporary Construction Easement Agreement by and between HTC Communities, LLC, a Delaware limited liability company and PRP Investors Herriman LLC, a California limited liability company, dated July 12, 2013 and recorded August 26, 2013 as Entry No. 11712336 in Book 10172 at Page 1614.
22. 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.

23. Rights of tenants in possession, as tenants only, under unrecorded leases.
24. Rights of parties in possession of the Land under unrecorded subleases, rental or occupancy agreements and any claims or interest arising thereunder.