

Recording Requested by:
First American Title
560 South 300 East
Salt Lake City, Utah 84111
After Recording Return to:
TEI Properties, LLC

11206391
6/30/2011 2:35:00 PM \$18.00
Book - 9934 Pg - 1696-1700
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 5 P.

Tax ID: Part of 15-17-276-005

Special Warranty Deed

This Special Warranty Deed (the "Deed") is executed by NINIGRET TECHNOLOGY EAST L.C., a Utah limited liability company (Grantor), in favor of TEI PROPERTIES, LLC ("Grantee").

Recitals

A. Grantor is the owner of approximately 4.689 acres of real property located in Salt Lake County, State of Utah, which is more particularly described on Exhibit A attached hereto (the "Property").

B. The Property is part of a larger parcel of land which has been owned by Grantor (the "Site"), which encompasses approximately 300 acres.

C. The Site is subject to a Stipulation and Consent Agreement No. 92060130 (the "Consent Agreement") between the Utah Solid and Hazardous Waste Control Board and Engelhard Corporation, Grantor's predecessor, which Agreement has been assigned to Grantor.

D. Grantor wishes to convey, and Grantee wishes to accept the conveyance of, a portion of the Site, being the Property, in accordance with the terms of this Special Warranty Deed.

Deed

For the sum of Ten Dollars and other good and valuable consideration, Grantor hereby conveys and warrants against all claiming by, through or under it, to Grantee, the Property;

SUBJECT FURTHER to the covenants, reservations and conditions set forth in Exhibit B attached hereto, which covenants, reservations and conditions Grantee, for itself and its assigns, transferees and successors in interest, agrees to be bound by and which are intended to, and shall, run with the Property and shall bind successors to the Property in perpetuity.

SUBJECT TO the Permitted Exceptions described on Exhibit C attached hereto, which includes taxes for the year 2011 and thereafter; and

This Deed is intended to and does convey any after acquired title or interest to the Property that Grantor may hereafter acquire.

This Deed shall extend to and be binding upon, and every benefit hereof shall inure to, the parties hereto and their respective successors and assigns.

Grantor and Grantee have executed this Deed as of 6-30, 2011.

GRANTOR:

**NINIGRET TECHNOLOGY EAST, L.C.,
a Utah limited liability company**

BY: Its Sole Manager

**The Ninigret Group, L.C., a Utah
limited liability company**

By: *Randolph G. Abood*
Randolph G. Abood, Managing Member

GRANTEE:

**TEI PROPERTIES, LLC, a
Utah limited liability company**

By: *[Signature]*
Tyler Solomson, Manager

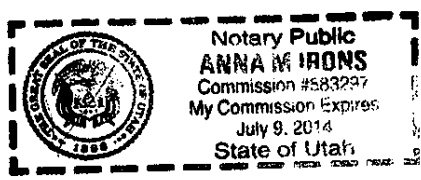
STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 30th day of June, 2011, by Randolph G. Abood, the Sole Manager of The Ninigret Group, L.C., a Utah limited liability company and the Managing Member of NINIGRET TECHNOLOGY EAST, L.C., a Utah limited liability company.

Anna Irons
NOTARY PUBLIC

My Commission Expires:
7-9-2014

Residing at: Salt Lake City



STATE OF UTAH)
)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 30th day of June, 2011,
by Tyler Sorenson the Manager of TEI Properties, LLC, a Utah limited liability company.

Anna Mirons
NOTARY PUBLIC

My Commission Expires:
7-9-2014

Residing at:
Salt Lake

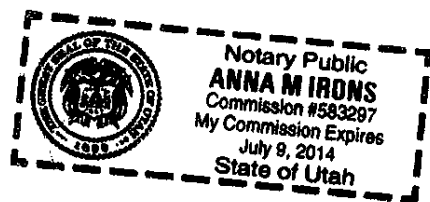


EXHIBIT 'A'

File No.: **NCS-493190-SLC1 (ami)**
Property: **1580 South 3355 West, Salt Lake City, UT**

06/21/2011

PROPOSED AMENDED LOT 16 - NIN TECH EAST VII

A PARCEL LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND BEING A PORTION OF LOT 16, NIN TECH EAST VII RECORDED OCTOBER 16, 2008 AS ENTRY NO. 10542768 IN BOOK 2008P AT PAGE 266 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF GLADIOLA STREET (3355 WEST) AS SHOWN ON SAID SUBDIVISION PLAT, WHICH IS 2209.72 FEET NORTH 89° 54' 29" EAST ALONG THE SECTION LINE AND 1697.58 FEET SOUTH 00° 05' 34" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 17 (THE BASIS OF BEARINGS IS NORTH 89° 54' 29" EAST 2650.82 FEET ALONG SAID SECTION LINE BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 17, AS SHOWN ON SAID SUBDIVISION PLAT), SAID POINT IS ON THE ARC OF A 768.00 FOOT RADIUS CURVE TO THE RIGHT, AND RUNNING THENCE SOUTHEASTERLY 307.21 FEET ALONG THE ARC OF SAID CURVE AND STREET THROUGH A CENTRAL ANGLE OF 22° 55' 07" (CHORD BEARS SOUTH 33° 54' 31" EAST 305.16 FEET); THENCE SOUTH 70° 16' 05" WEST 24.00 FEET; THENCE SOUTH 52° 07' 33" WEST 67.61 FEET; THENCE SOUTH 37° 52' 27" EAST 23.90 FEET; THENCE SOUTH 70° 19' 43" WEST 72.22 FEET; THENCE SOUTH 70° 50' 16" WEST 207.94 FEET; THENCE SOUTH 70° 57' 18" WEST 212.00 FEET; THENCE SOUTH 70° 52' 14" WEST 199.76 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 00° 02' 49" WEST 260.81 FEET; THENCE NORTH 62° 07' 38" EAST 616.31 FEET TO THE POINT OF BEGINNING.
A.P.N.**

Initials: _____

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

Covenants, Reservations and Conditions

By acceptance of this Deed, Grantee agrees, for itself and its assigns, transferees and successors in interest, to be bound by all of the covenants set forth in the Environmental Covenant concerning the Property, recorded at Book ~~924~~, Page ~~1512~~, which by this reference is hereby incorporated into this Exhibit B. In executing and delivering this Deed, Grantor reserves all of the rights reserved in this Exhibit B.

1. **Easements.** Grantor reserves easements over the Property for purposes of accessing, monitoring, sampling, observing and performing any other activities required under the Environmental Covenant or the Consent Agreement, together with the right to authorize any governmental authority, their representatives and authorized contractors to use those easements for those purposes. To the extent practicable, Grantor shall exercise its easement rights during normal construction trade working hours and after advance written notice to Grantee outlining the scope of activities to be conducted on the Property and the nature of the facilities to be constructed or located thereon.

2. **Subsequent Transfers.** Grantee shall include in any deed or other instrument conveying or transferring an interest in the Property provisions substantially similar to those contained in this Exhibit B, such that the transferee under such deed, title or instrument shall be bound by those provisions to the same extent as Grantee.

3. **Benefited Land.** Grantee acknowledges that the Environmental Covenant referenced and incorporated in this Exhibit B is intended to, and does benefit, lands retained by Grantor located in Salt Lake County, Utah.

6. **Modifications.** The provisions of this Exhibit B may not be modified without the consent of Utah Department of Environmental Quality or its legal successor.