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9/10/2013 2:30:00 PM \$18.00
Book - 10176 Pg - 2781-2785
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 5 P.

When Recorded, Return To:
Corporation of the Presiding Bishop of The
Church of Jesus Christ of Latter-day Saints
50 East North Temple, 12th Fl. (#500-6508)
Salt Lake City, Utah 84150-0012

Mail Tax Notice To:
LDS Church Tax Administration
50 East North Temple, 22nd Fl. (#500-6508)
Salt Lake City, Utah 84150-0022

Tax Parcel Nos. 33-11-478-014; 33-11-478-012

(Space above for Recorder's use only)

WARRANTY DEED

FOR THE SUM OF TEN DOLLARS and other good and valuable consideration received, 4 INDEPENDENCE, LLC, a Utah limited liability company("Grantor"), whose address is 1099 W. South Jordan Parkway, South Jordan, UT 84095, hereby grants, conveys, and warrants to CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole("Grantee"), whose address for mailing purposes is 50 E. North Temple, Salt Lake City, UT 84150 the following described property situated in Salt Lake County, Utah, to wit:

See Exhibit A annexed hereto and incorporated herein by this reference (the "Property");

TOGETHER WITH all and singular the easements, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining to the Property, including, but not limited to, all: (i) buildings, structures, fixtures, permanent signs, and other improvements and landscaping of every kind and nature presently situated on, in, under or about the Property; (ii) water and water rights of any and every kind, including, but not limited to, all: wells, well rights, ditches, ditch rights, and stock in water used on the Property or appurtenant thereto; and (iii) all mineral and subsurface rights of any and every kind.

SUBJECT TO those certain exceptions and encumbrances specifically listed on Exhibit B annexed hereto and incorporated herein by this reference.

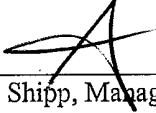
IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this 9 day of September, 2013.

[signature and acknowledgment below]

Grantor:

4 INDEPENDENCE, a Utah limited liability company

By: DAI PARTNERS, LLC, a Utah limited liability company, its Manager

By: 
Nathan D. Shipp, Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9th day of September, 2013, by Nathan D. Shipp, in the capacity indicated.


Notary Public for the State of Utah



EXHIBIT A

(Legal Description of the Property)

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

Parcel 1: Lot 401A, Heritage Industrial Park Phase 4A Amended, according to the official Plat thereof as recorded in the Recorder's Office of Salt Lake County, State of Utah, on July 15, 2013, as Entry Number 11683537, in Book 2013P, at Page 133 (the "**Fee Simple Property**").

Parcel 2:

1. **Easements.**

1.1 **Access Easement.** A non-exclusive access easement on, over, and across Lot 401B (specifically described below) for the use, construction, design, repair, installation, and replacement of an access way for pedestrian and vehicular ingress and egress into and out of the Fee Simple Property. The access easement will permit the Fee Simple Property, as is currently developed and as may be developed in the future, to use Lot 401B for the purposes stated herein.

1.2 **Utilities Easement.** A non-exclusive utilities easement in, on, under, over and through Lot 401B (specifically described below) for the: (i) installation, construction and extension of any and all utility lines (i.e., water, sanitary sewer, storm water drainage, electricity, telecommunications, natural gas, etc.) and pipes and related facilities and all appurtenances thereto; (ii) tying into utility lines located on the Fee Simple Property, if any (collectively, the "Utilities"); and (iii) thereafter maintaining, operating, inspecting, altering, removing, replacing, and protecting the Utilities, along with the right of ingress and egress for such purposes. Grantee and Grantor agree that the utilities easement will not end where Grantee ties into an existing utility line located on Lot 401B, but instead shall run across Lot 401B from the point where the applicable utility line connects into the public utility line to the Fee Simple Property. The utilities easement will permit the Fee Simple Property, as is currently developed and as may be developed in the future, to use Lot 401B as stated herein.

1.3 **Grant of Additional Easement.** A non-exclusive easement in, on, over, under, through and across areas adjacent to or otherwise near Lot 401B (specifically described below), currently owned by Grantor, necessary to allow Grantee to fully utilize the access easement and utilities easement.

1.4 **Lot 401B.** As used herein, "Lot 401B" shall mean Lot 401B, Heritage Industrial Park Phase 4A Amended, according to the official Plat thereof as recorded in the Recorder's Office of Salt Lake County, State of Utah, on July 15, 2013, as Entry Number 11683537, in Book 2013P, at Page 133.

2. Maintenance.

2.1 Access Easement. Grantor will maintain and repair the access easement: (i) to standards required by any applicable municipal/government authorities, including snow removal; and (ii) in a workmanlike and acceptable manner such that Grantee may utilize the access easement granted herein, including maintaining the access easement in such a manner as to allow Grantee to access and use the access easement unobstructed.

2.2 Utilities Easement. Grantee will maintain and repair the utilities easement: (i) to standards required by any applicable municipal/government authorities; and (ii) in a workmanlike and acceptable manner such that Grantee may utilize the utility easement granted herein, including maintaining the utilities easement in such a manner as to allow Grantee to access and use the utilities easement.

2.3 Liability. In the event of any conveyance or divestiture of title to any portion of or interest of Lot 401B: (a) the Grantor (or applicable successor thereof) who is divested of title shall be entirely freed and relieved of all liability under this Section 2 accruing after the date of such conveyance or divestiture, but only with respect to any such portion or interest of Lot 401B conveyed or divested; and (b) the grantee or the person or persons or other entity or entities who succeed to title shall be deemed to have assumed all of the covenants and obligations under this Section 2 of the Grantor (or applicable successor thereof) of such portion or interest which accrue after the date of such conveyance or divestiture.

3. Run with the Land/Successors. This Deed, and the easements granted herein, are perpetual and shall run with the land described herein, and the terms and conditions of this Deed shall inure to the benefit of and be binding upon the parties, their successors and assigns.

4. Attorneys' Fees. In the event any party brings or commences legal proceedings to enforce any of the terms of this Deed, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

EXHIBIT B

(Permitted Exceptions)

1. The lien of all general real and personal property taxes for the year 2013 and thereafter, not yet due or payable. General real property taxes for the year 2012 are exempt. (Tax Parcel No. 33-11-478-014 Lot 401A and 33-11-478-012 Lot 401B and Tax District No. 46B).
2. Said property lies within the boundaries of Bluffdale City, provided that all charges and assessments thereof are paid current as of the date of this Deed. [Phone No. (801) 254-2200].
3. Said property lies within the boundaries of Jordan Valley Water Conservancy District, provided that all charges and assessments thereof are paid current as of the date of this Deed. [Phone No. (801) 262-2904].
4. Said property lies within the boundaries of South Valley Sewer District, provided that all charges and assessments thereof are paid current as of the date of this Deed. [Phone No. (801) 571-1166].
5. Easements for public utilities and incidental purposes over, along and across said property as shown on the recorded plat of said subdivision.
6. Any easements and/or rights-of-way for the water distribution system and appurtenances of the Draper Irrigation Company and/or the State of Utah Board of Water Resources, as the same may be found to intersect the herein described property, as disclosed by mesne instruments of record, including that certain Agreement recorded May 29, 1996 as Entry No. 6368924, in Book 7409, at Page 2566 of the Official Records.
7. Any matters that might be disclosed by a current and accurate survey of said premises.
8. A Statement Of Approval Of The Official Economic Development Plan For The Eastern Bluffdale Economic Development Project Area recorded November 24, 1999 as Entry No. 7520240, in Book 8325, at Page 4208 of the Official Records.