

ENT 19049 : 2022 PG 1 of 5
Andrea Allen
Utah County Recorder
2022 Feb 11 01:17 PM FEE 40.00 BY KR
RECORDED FOR Truly Title, Inc. - Utah
ELECTRONICALLY RECORDED

After Recording, return to:

Back Development LLC
746 Winchester Street, Suite G-20
Murray, UT 84107

MAIL TAX NOTICE TO

Back Development LLC
746 Winchester Street, Suite G-20
Murray, UT 84107

Order No. [22000484-02]

Special Warranty Deed
(Limited Liability Form)

CANYON PARK BUILDING S TRS LLC, a Delaware limited liability company, Grantor, hereby CONVEYS and WARRANTS against all persons claiming by, through or under it to

BACK DEVELOPMENT LLC, a Utah limited liability company, Grantee, for the sum of Ten Dollars and Other Good and Valuable Consideration the following described tract(s) of land in Orem County, State of Utah:

Lot S, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98 (as said Plat Map may have been amended or supplemented), and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000 (as said Declaration may have been amended or supplemented).

Together with the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map (as said Declaration and Plat Map may have been amended or supplemented).

Parcel No: 53-229-0014

SUBJECT TO: The Permitted Exceptions attached hereto as Exhibit A.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

WITNESS, the hand(s) of said Grantor(s), this 31st of January AD., 2022

Signed in the Presence of:

Witness:

CANYON PARK BUILDING S TRS LLC,
a Delaware limited liability company

By: John Muller
Name: Jon Muller
Title: Manager

STATE OF _____)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____ By
the Manager of CANYON PARK BUILDING S TRS
LLC, a Delaware limited liability company.

Notary Public
My Commission Expires: _____ Residing at: _____

See attached with required California wording

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer 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 Orange }

On January 31, 2022 before me, Kaitlyn Bell, Notary Public,
(Here insert name and title of the officer)

personally appeared Jon Mulher,
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.

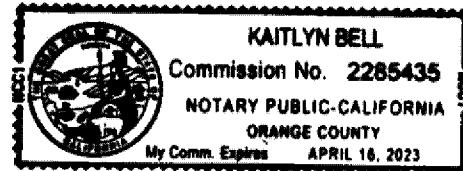
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kaitlyn Bell

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Special Warranty Deed

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is / are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

(Permitted Exceptions)

1. Taxes for the year 2022 are accruing as a lien not yet due and payable under Parcel No. 53-229-0014.
2. The herein described property is located within the boundaries of Orem City, and is subject to any and all charges and assessments levied thereunder.
3. 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.
4. Claim, right, title or interest to water or water rights whether or not shown by the public records.
5. An easement over, across or through the Land for electric transmission and incidental purposes, as granted to Utah Power and Light Company by Instrument recorded August 19, 1955 as Entry No. 11051 in Book 688 at Page 496 of Official Records.
6. Covenants, conditions and restrictions as contained in that certain Affidavit dated March 14, 1985, executed by Daryl Berlin, recorded April 12, 1985 as Entry No. 10079 in Book 2210 at Page 212, official records.
7. Easement in favor of Utah Power and Light Company, to construct, reconstruct, operate, maintain and repair electric transmission and other equipment over, under and across a portion of the subject Land. Said Easement recorded April 16, 1987, as Entry No. 14606, in Book 2405, at Page 445.
8. Right-of-Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded April 27, 1990, as Entry No. 13050, in Book 2684, at Page 867.
9. Terms, conditions and limitations as contained in that certain Agreement dated February 28, 1995, executed by and between the City of Orem, a municipal corporation and Novell, Inc., a Delaware corporation, recorded March 7, 1995 as Entry No. 13726 in Book 3632 at Page 535, official records.
Terms, conditions and limitations as contained in that certain Agreement dated February 12, 1996, executed by and between the City of Orem, a municipal corporation and Novell, Inc., a Delaware corporation, recorded February 20, 1996 as Entry No. 13460 in Book 3891 at Page 694, official records.
10. Grant of Easement in favor of Nextlink of Utah, a Utah corporation, its successors and assigns, to construct, operate, maintain and remove communication equipment and other facilities, from time to time, upon, over, under and across a portion of the subject Land, recorded September 16, 1998, as Entry No. 94085, in Book 4777, at Page 634.
11. Easements, notes and restrictions as shown on the recorded plat for Timpanogos Research & Technology Park, a Planned Unit Development, Phase 1, recorded April 13, 2000 as Entry No. 29305:2000.

12. Protective Covenants, Conditions and Restrictions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate Title 42, USC 3604. Recorded April 13, 2000 as Entry No. 29306:2000.

Said Declaration provides among other things for the formation of a management board which has the power to assess charges for maintenance.

Amended October 18, 2006 as Entry No. 138826:2006.

13. Terms, conditions, easements and limitations as contained in that certain Grant of Reciprocal Easements dated June 21, 2005, executed by and between the Timpanogos Research & Technology Park Owners Association, Inc., a Utah non-profit corporation and TCU Land, LLC, a Utah limited liability company, recorded June 21, 2005 as Entry No. 66419:2005, official records.

14. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain declarations recorded April 13, 2000 as Entry No. 29306 2000 of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).

15. Amendment to declarations recorded October 18, 2006 as Entry No. 138826 2006.

16. Amendment to declarations recorded April 08, 2019 as Entry No. 28740 2019 of Official Records.

17. A Resolution No. 2014-113 recorded November 24, 2014 as Entry No. 84542 2014 of Official Records.

18. 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.