

WHEN RECORDED, RETURN TO:

UTAH DEPARTMENT OF TRANSPORTATION
Attn: Dian McGuire
4501 South 2700 West—4th Floor
Box 148420
Salt Lake City, UT 84119-8420

Tax ID. 08-075-0064 P
Project No. _____
Parcel No. _____

RETURNED
OCT 07 2009

SPECIAL WARRANTY DEED

E 2485892 B 4875 P 1759-1770
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/07/2009 01:42 PM
FEE \$0.00 Page 12
DEP RT REC'D FOR UTAH DEPT OF TRANSPORTATION

For good and valuable consideration, STATION PARK CENTERCAL, LLC, a Delaware limited liability company ("Grantor"), located and having a mailing address at 1960 E. Grand Avenue, Suite 400, El Segundo, CA 90245, hereby conveys and warrants, against those claiming by, through or under the Grantor, but not otherwise, to the UTAH DEPARTMENT OF TRANSPORTATION ("Grantee"), located and having a mailing address at 4501 South 2700 West, Salt Lake City, UT 84119-8420, that certain tract of land, together with any and all interests, rights and appurtenances thereto, as well as any and all improvements thereon (if any), more particularly described on attached Exhibit A, and depicted as parcel 3 on attached Exhibit B (the "Subject Property").

SUBJECT TO any and all restrictions, reservations, conditions and other matters of public record as may be disclosed by a record examination of title of the Subject Property.

RESERVING, however, unto Grantor, its successors, assigns, customers, employees, agents and invitees a perpetual, non-exclusive right-of-way and easement for vehicular and pedestrian ingress and egress to and from the parcels retained by Grantor as more particularly described on the attached Exhibit C, and depicted as parcels 2 and 6 on attached Exhibit B (collectively, the "Grantor Property"), on, over and across that portion of the Subject Property where permanent buildings or other improvements are not constructed, together with the right of passage across automobile parking areas, in common with all others entitled to use the same, for the purpose of providing vehicular and pedestrian access to and from the Grantor Property, as such portion of the Subject Property may from time to time be modified or changed (the "Easement"). The Easement shall cross over and along the Subject Property between the "Office Parcel Access Point" and the "Public Road Access Point" leading to the UTA Commuter Rail Station as generally depicted on attached Exhibit D. The Easement may consist of alternative alignments over one or more drive aisles in the parking area, or a connected series of drive aisles in a parking area and need not follow a straight line from the Office Parcel Access Point to the Public Road Access Point. The Access Points, the Public Road and the alternative alignments of the Easement are generally depicted on the Site Map attached hereto as Exhibit D.

RESERVING, further, unto to Grantor, its successors, assigns, customers, employees, agents and invitees a temporary, nonexclusive easement and right-of-way over, upon, and across the Main Access Road (as depicted on the Site Map attached hereto as Exhibit D) for purposes of ingress and egress to the Station Park Project and the UTA Commuter Rail Station, along with the installation, operation, maintenance and repair of utilities and other improvements (the

“Temporary Easement”). The term of the Temporary Easement shall commence on the date hereof and shall terminate on the first of (a) the dedication of the Main Access Road to Farmington City; (b) termination of this Agreement by agreement between the parties; or (c) circumstances provided under applicable law.

RESERVING, further unto Grantor, its successors, assigns, customers, employees, agents and invitees a non-exclusive license (the “Parking License”) to use any and all parking spaces constructed on the Subject Property, as such parking space configuration may change or be modified from time to time (the “Parking License Area”). Any vehicle parked on the Parking License Area shall be subject to the reasonable parking and access rules and regulations as established and enforced by the Subject Property owner. Notwithstanding the foregoing sentence, in no event shall the Subject Property owner restrict the right to use the Parking License Area for parking by users of the Grantor Property Monday through Friday after 4:00 p.m., and/or throughout the weekends, except as necessary for periodic resurfacing, restriping, and other similar maintenance, and partial restrictions for construction or reconstruction of facilities thereon. Users of the portion of the Grantor Property located northwest of the Main Access Road (depicted on Exhibit D as the Retail Parcel) shall have the right to use the Subject Property for overflow parking without any time-of-day restriction. Notwithstanding anything contained in this paragraph, except as needed on a temporary basis by the Subject Property owner for future construction or reconstruction activities on the adjoining Utah Transit Authority parcel (located adjacent to and northeast of the Subject Parcel), and except as set forth in the following paragraph, in no event shall the Parking License Area be used to park or store any construction-related vehicles, equipment or materials on the Parking License Area; nor to park or store any vehicles for a continuous period in excess of twenty-four (24) hours.

RESERVING, further unto Grantor, its successors and assigns, a temporary, nonexclusive easement and right-of-way over, upon, and across for the Subject Property for the continued placement and use of Grantor’s construction trailer as currently located on the Subject Property (the “Temporary Trailer Easement”). The term of the Temporary Trailer Easement shall commence on the date hereof and shall terminate on the first of (a) the completion of the project construction on the Grantor Property; (b) termination of this Agreement by agreement between the parties; or (c) circumstances provided under applicable law.

TO HAVE AND TO HOLD the Subject Property, together with all tenements, hereditaments, and appurtenances thereunto belonging, unto the Grantee, and its successors and assigns. The Grantor does hereby covenant to and with the Grantee that the Grantor is owner in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims arising by, through under the Grantor, but not otherwise.

STATION PARK CENTERCAL, LLC, a
Delaware limited liability company

By: John W. Wardy
Name: John Paul Wardy
Title: President

STATE OF UTAH CA)
COUNTY OF LOS ANGELES) ss.
)

JEAN PAUL WARDY, the MEMBER of STATION PARK CENTERCAL,
LLC, a Delaware limited liability company, this 7th day of AUGUST, 2009.



Notary Public

My Commission Expires: 12-9-11

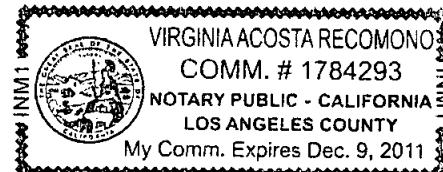


Exhibit A

(Legal Description of Subject Property)

Real property situated in Davis County, State of Utah, more particularly described as follows:

Those portions of the Northwest Quarter of Section 24 and of the Southwest Quarter of Section 13, both in Township 3 North, Range 1 West, Salt Lake Base and Meridian, in the City of Farmington, County of Davis, State of Utah, described in whole as follows:

COMMENCING at the northwest corner of said Section 24; South $89^{\circ}50'06''$ East 1284.98 feet along the northerly line of said Section 24 to the southwesterly line of the land granted to the Utah Department of Transportation, per that certain Warranty Deed recorded May 22, 2001, as Entry No. 1662685 in Book 2812 at page 333 in the Office of the Recorder of said County; South $50^{\circ}16'54''$ East 67.00 feet along said southwesterly line to the northern most corner of the land described in that certain Quit Claim Deed recorded May 22, 2001, as Entry No. 1662690 in Book 2812 at page 343 in the Office of the Recorder of said County, said point being the **TRUE POINT OF BEGINNING**;

thence, South $50^{\circ}16'54''$ East 369.30 feet along the northeasterly line of said land described in that certain Quit Claim Deed recorded as Entry No. 1662690; to the approximate south top back of curb of proposed Station Road;

thence, South $39^{\circ}07'18''$ West 530.88 feet;

thence, North $50^{\circ}52'42''$ West 23.30 feet;

thence, North $39^{\circ}07'18''$ East 317.10 feet; along the approximate centerline of said proposed Station Road;

thence, North $50^{\circ}27'45''$ West 304.39 feet;

thence South $39^{\circ}32'15''$ West 140.32 feet;

thence North $50^{\circ}27'46''$ West 297.39 feet to the southeasterly right-of-way line of Park Lane;

thence, North $44^{\circ}49'26''$ East 171.73 feet along said southeasterly right-of-way line;

thence, North $42^{\circ}13'29''$ East 180.25 feet; along said southeasterly right-of-way line to the southerly line of the land granted to the Utah Department of Transportation, per that certain Warranty Deed recorded May 22, 2001, as Entry No. 1662689 in Book 2812 at page 341 in the Office of the Recorder of said County;

thence, North 89°30'39" East 7.91 feet along said southerly line to said southwesterly line of the land granted to the Utah Department of Transportation, per that certain Warranty Deed recorded as Entry No. 1662685;

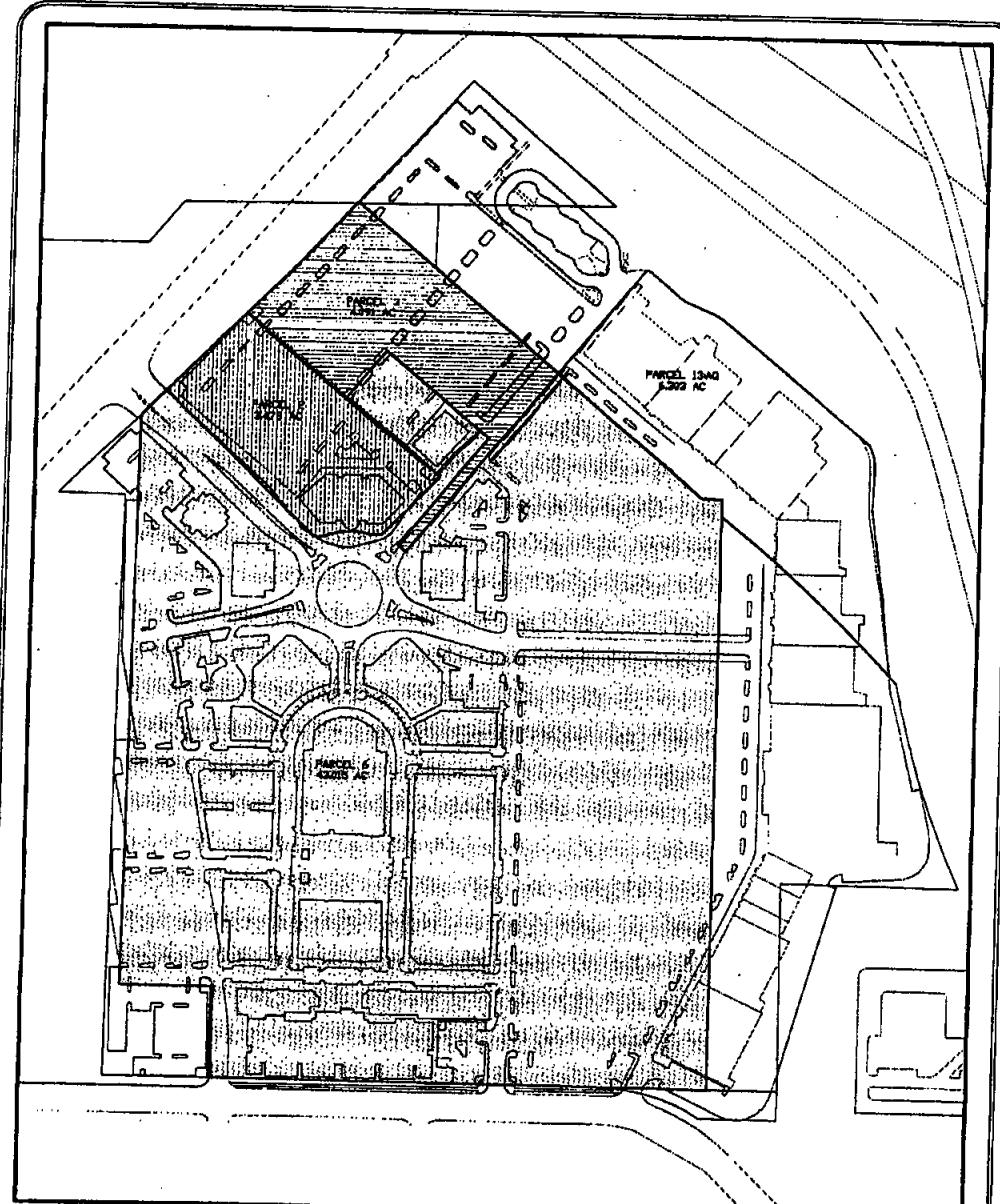
thence, South 50°16'54" East 223.90.00 feet along said southwesterly line to the **TRUE POINT OF BEGINNING**;

CONTAINING: 4.10 Acres more or less.

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title.

Exhibit B

(Depiction of Parcels)

**PSOMAS**

179 Westford Road, Suite 200
Salt Lake City, Utah 84121
(801) 270-6777 (801) 270-5782 (FAX)

PARCEL EXHIBIT
CENTERCAL
STATION PARK DEVELOPMENT

Scale	NTS	PROJECT NO.	8CPL010100
Drawn by	6DA	FIGURE	1
Checked by	6DA		A-1

Exhibit C

(Legal Description of Grantor Property)

Real property situated in Davis County, State of Utah, more particularly described as follows:

Parcel 2 (Office Parcel):

That portion of the Northwest Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian, in the City of Farmington, County of Davis, State of Utah, described as follows:

COMMENCING at the northwesterly corner of said Section 24; thence, South 89°50'06" East 914.64 feet along the northerly line of said Section 24; thence perpendicularly South 00°09'54" West 156.15 feet to the **TRUE POINT OF BEGINNING**;

thence, South 50°27'46" East 575.00 feet;

thence, South 43°44'14" West 182.23 feet;

thence, South 86°56'58" West 24.21 feet to the beginning of a non-tangent curve concave southerly having a radius of 144.50 feet, a radial bearing through said point bears North 18°24'18" East;

thence, westerly 108.22 feet along said curve through a central angle of 42°54'40" (chord bears South 86°56'58" West 105.71 feet);

thence, South 86°56'58" West 24.21 feet;

thence, North 46°30'47" West 150.70 feet;

thence, North 46°29'54" West 322.06 feet to the southeasterly right-of-way line of Park Lane, (variable width);

thence, North 44°49'26" East 254.47 feet along said southeasterly right-of-way line to the **TRUE POINT OF BEGINNING**;

CONTAINING: 3.473 Acres more or less.

And also including:

Parcel 6 (Retail Parcel):

That portion of the Northwest Quarter of Section 24, Township 3 North, Range 1 West, Salt Lake Base and Meridian, in the City of Farmington, County of Davis, State of Utah, described as follows:

COMMENCING at the northwesterly corner of said Section 24; thence, South $89^{\circ}50'06''$ East 1284.98 feet along the northerly line of said Section 24 to the southwesterly line of the land granted to the Utah Department of Transportation of May 22, 2001, per the Warranty Deed recorded as Entry No. 1662685 in Book 2812 at page 333 in the Office of the Recorder of said County; thence, South $50^{\circ}16'54''$ East 436.30 feet along said southwesterly line and the northeasterly line of the land described in that certain Quit Claim Deed recorded May 22, 2001, as Entry No. 1662690 in Book 2812 at page 343 in the Office of the Recorder of said County to the **TRUE POINT OF BEGINNING**;

thence, South $50^{\circ}16'54''$ East 433.00 feet along the Northeasterly line of the land described in that certain Quit Claim Deed recorded as Entry No. 1662690 in the Office of the Recorder of said County;

thence, South $89^{\circ}13'57''$ East 46.20 feet along the Easterly prolongation of the Southerly line of said land described in that certain Quit Claim Deed recorded as Entry No. 1662690;

thence, South $00^{\circ}00'27''$ West 38.12 feet along the Northerly prolongation of the westerly line of said land described in that certain Quit Claim Deed recorded as Entry No. 1662691;

thence, South $00^{\circ}00'27''$ West 1309.60 feet along said Westerly line to the Northerly right-of-way line of an abandoned City Road formerly known as Clark Lane (100 North);

thence, North $89^{\circ}37'47''$ West 248.47 feet along said northerly right-of-way line of an abandoned City Road to the northerly right-of-way line of Clark Lane (100.00 feet wide);

thence, North $89^{\circ}37'47''$ West 880.93 feet along said northerly right-of-way of Clark Lane;

thence, North $00^{\circ}38'44''$ East 205.98 feet;

thence, North $89^{\circ}39'16''$ West 208.75 feet;

thence, North $00^{\circ}38'44''$ East 1297.14 feet to the southeasterly right-of-way line of Park Lane, (variable width);

thence, North $44^{\circ}49'26''$ East 79.91 feet along said southeasterly right-of-way line;

thence, South 46°29'54" East 322.06 feet;

thence, South 46°30'47" East 150.70 feet;

thence, North 86°56'58" East 24.21 feet to the beginning of a non-tangent curve concave southerly having a radius of 144.50 feet, a radial bearing through said point bears North 24°30'22" West;

thence, easterly 108.22 feet along said curve through a central angle of 42°54'40" (chord bears North 86°56'58" East 105.71 feet);

thence, North 86°56'58" East 24.21 feet;

thence, North 43°44'14" East 182.23 feet;

thence, North 50°27'46" West 277.61 feet;

thence, North 39°32'15" East 140.32 feet;

thence, South 50°27'45" East 304.39 feet;

thence South 39°07'18" West 317.10 feet; along the approximate centerline of proposed Station Road;

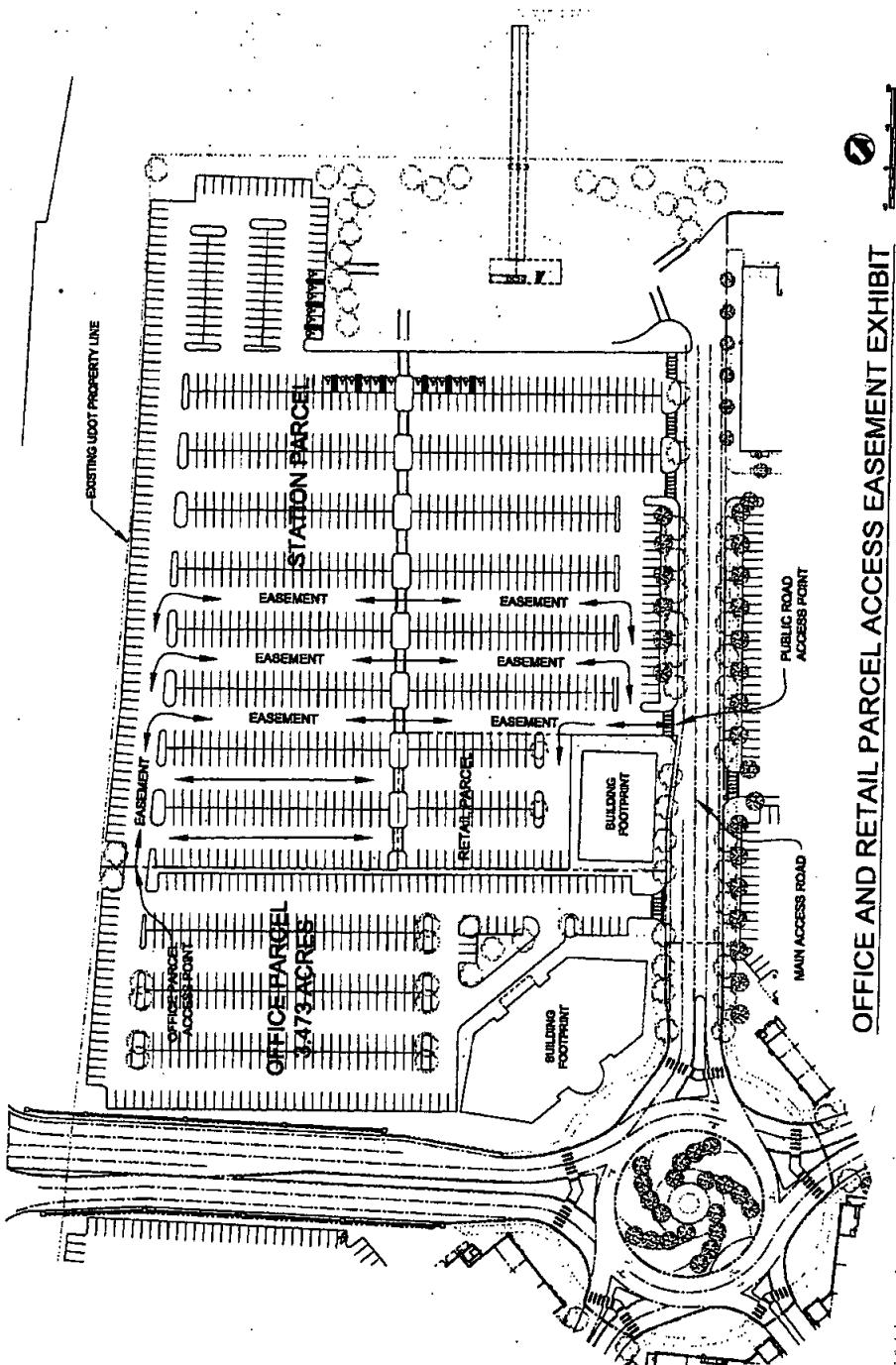
thence South 50°52'42" East 23.30 feet to the approximate south top back of curb of proposed Station Road;

thence North 39°07'18" East 530.88 feet; along said approximate south top back of curb to the **TRUE POINT OF BEGINNING**;

CONTAINING: 43.015 Acres more or less.

Exhibit D

(Site Map)



OFFICE AND RETAIL PARCEL ACCESS EASEMENT EXHIBIT