

ORIGINAL

8-3457-2-1

Page 1

WHEN RECORDED MAIL TO:  
PORTEOUS REALTY INVESTMENTS  
22795 South Utility Way  
Carson, CA 90745

1100

4950791  
09 AUGUST 90 10:52 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: DIANE KILPACK, DEPUTY

SPECIAL WARRANTY DEED

4950791

UPLAND INDUSTRIAL DEVELOPMENT COMPANY, a Nebraska corporation, of 3030 LBJ Freeway, Suite 1500, Dallas, Texas 75234, Grantor, hereby conveys to PORTEOUS REALTY INVESTMENTS a California general partnership, whose address is ~~1040/11th~~ 22795 South ~~Utility Way~~, Carson, California 90745, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the land in Centennial Industrial Park, Phase II, in Salt Lake City, Salt Lake County, State of Utah, more particularly described in Exhibit A attached hereto and hereby made a part hereof, and warrants the title thereto against the lawful claims of all persons claiming by, from or under Grantor, but against none other.

This deed is made SUBJECT to the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises described in Exhibit A which became or may become due and payable in the year 1990 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, said date being the 9<sup>th</sup> day of August, 1990; and Grantee assumes and agrees to pay, or to reimburse Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year.

(b) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by Grantee on and after the date of delivery of this deed by Grantor to Grantee, and any and all restrictions and limitations imposed by public authority, and any easements, restrictions and/or outstanding rights of record, and exceptions, reservations and conditions contained in prior deeds or open and obvious on the ground, including, but not limited to, the following:

FIRST AMERICAN TITLE  
VJS# 2106771

BK 6243 PG 0676

(i) Exception and reservation of all minerals and all mineral rights contained in that certain Quitclaim Deed dated April 1, 1982, between Union Pacific Land Resources Corporation ("UPLRC") and Grantor, identified in the records of Grantor as UIC Law Department Document No. 1-3457, and recorded on July 19, 1982 in the records of the County Recorder of Salt Lake County, Utah, in Book 5396 at Page 375, Entry No. 3694484;

(ii) Amended Plat of Centennial Industrial Park - Phase II, recorded on December 29, 1978 in the records of the County Recorder of Salt Lake County, Utah as Entry No. 3217865, and all matters stated and shown thereon; and

(iii) Declaration of Covenants, Conditions and Restrictions for Centennial Industrial Park, Phase II, recorded on December 23, 1977 in the records of the Salt Lake County Recorder, in Book 4600 at Page 243, as Entry No. 3042205; and Amendment of Declaration of Covenants, conditions and Restrictions for Centennial Industrial Park, Phase II, recorded on October 17, 1980, in Book 5166 at Page 359, as Entry No. 3491725.

The land described in Exhibit A is conveyed by Grantor subject to the following covenant, condition and restriction which Grantee by the acceptance of this deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Grantee, for itself, its successors and assigns, agrees to join in any petition to Salt Lake City that may reasonably be required to establish a local improvement district for street lighting along 3230 West Street and 1978 South Street in Centennial Industrial Park, Phase II, and Grantee further agrees, for itself, its successors and assigns, to assume Grantee's proportionate share of assessments levied by Salt Lake City upon the lands described in Exhibit A for the construction, maintenance and operation of said street lighting system.

The foregoing covenant, condition and restriction shall run with the land hereby conveyed, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings. It is understood, however, that the breach of the covenant, condition and restriction shall not defeat or render invalid the lien of any mortgage on the land described in Exhibit A made in good faith and for value; PROVIDED, however, that any breach, or the continuance thereof, may be enjoined, abated or remedied by proper proceedings as aforesaid; and PROVIDED FURTHER, that each of the foregoing covenant, condition and restriction shall at all times remain in full force and effect against the land described in Exhibit A, or any part thereof, title to which is obtained by foreclosure of any such mortgage.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Senior Vice President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed this 6<sup>th</sup> day of August, 1990.

In Presence of:

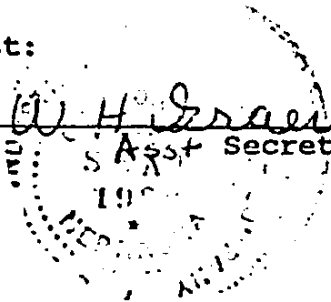
UPLAND INDUSTRIAL DEVELOPMENT  
COMPANY

Barbara Huder

By: R. C. C. C. C.  
Senior President

Attest:

W. H. Graeme (Seal)  
S. Asst Secretary

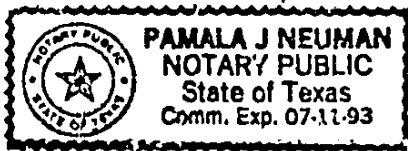


BK6243PG0678

STATE OF TEXAS     )  
                              )  
COUNTY OF DALLAS )

BEFORE ME, the undersigned authority, on this day personally appeared R. D. Whitch, Sr. Vice President of UPLAND INDUSTRIAL DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6<sup>th</sup> day of August, 1990.



Pamela J. Neuman  
Notary Public, State of Texas

My commission expires: 7-11-93

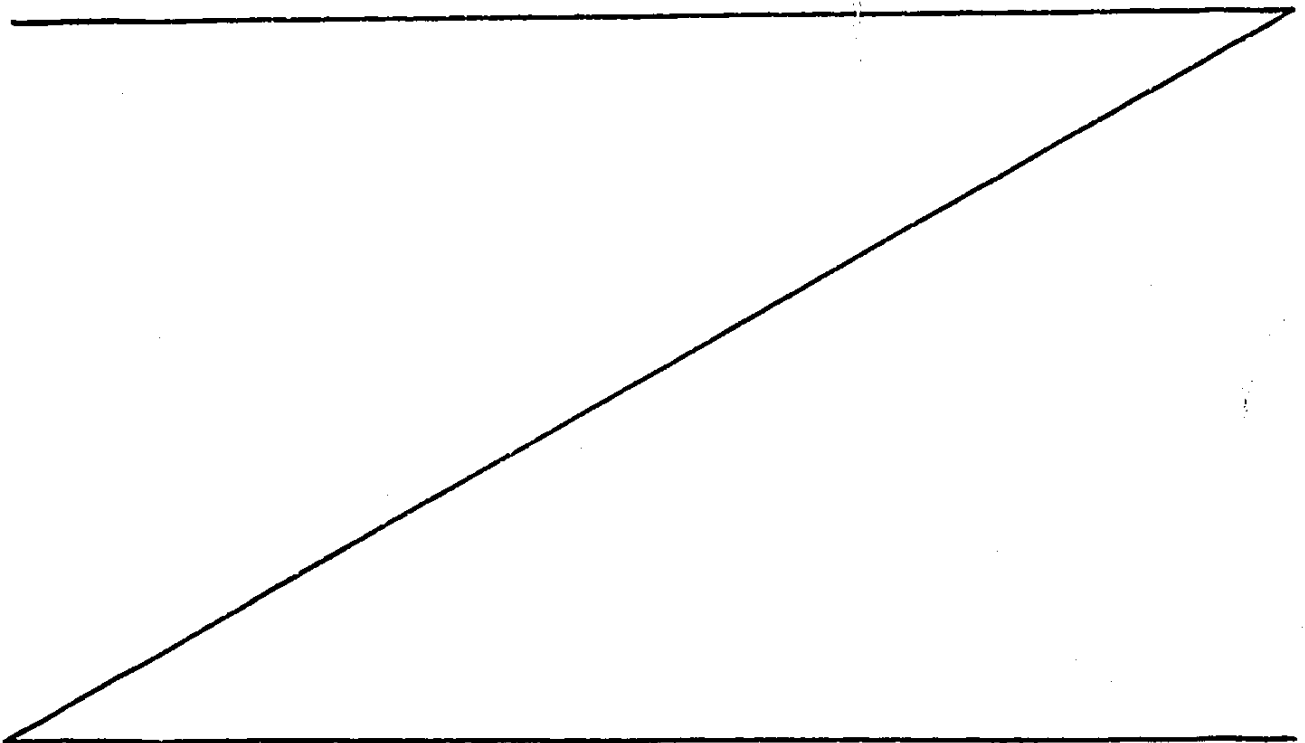
(SEAL)

EXHIBIT A

POOR COPY -  
CO. RECORDER

ALL OF THAT PORTION OF LOT 3, OF CENTENNIAL INDUSTRIAL PARK, PHASE II, A SUBDIVISION IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH, AS RECORDED IN THE OFFICE OF THE RECORDER OF SAID COUNTY, ON SEPTEMBER 23, 1977, AS ENTRY NO. 3001204, BOUNDED AND DESCRIBED AS FOLLOWS:

82 BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, FROM WHICH POINT THE SOUTHWEST CORNER OF SAID LOT BEARS SOUTH 81°49'42" WEST 552.72 FEET; THENCE NORTH 0°09'56" EAST 258.56 FEET; THENCE SOUTH 89°50'22" EAST 441.81 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE ALONG SAID EAST LINE SOUTH 0°09'38" WEST 167.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°40'04" A DISTANCE OF 42.76 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT; THENCE ALONG SAID SOUTH LINE SOUTH 81°49'42" WEST 420.62 FEET TO THE POINT OF BEGINNING.



BK 6243 PC 0680