

11985470
1/30/2015 4:37:00 PM \$55.00
Book - 10292 Pg - 8267-8278
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 12 P.

AFTER RECORDING, PLEASE RETURN TO:

David E. Gee, Esq.
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111

MAIL TAX NOTICE TO: *Grantee*

Paul D. Kelley
The Boyer Company, L.C.
90 South 400 West, Suite 200
Salt Lake City, Utah 84101

MIST 44122

Tax Parcel Nos.: 27-36-151-020; 27-36-351-009; 27-36-353-002; 27-36-127-009;
27-36-353-003

SPECIAL WARRANTY DEED

DRAPER HOLDINGS, LLC, a Utah limited liability company ("Grantor"), CONVEYS AND WARRANTS against all claiming by, through or under it to BG VISTA STATION, L.C., a Utah limited liability company ("Grantee"), all those certain tracts or parcels of land lying and being situated in the County of Salt Lake County, State of Utah (the "Property") and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. Such conveyance is made subject to general taxes not yet a lien due and payable, easements, restrictions and rights of way of record and the Permitted Exceptions as set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

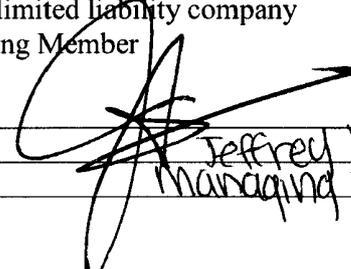
[Signature and Acknowledgment Follow]

WITNESS, the hand of said Grantor, this 29 day of January, 2015.

DRAPER HOLDINGS, LLC,
a Utah limited liability company

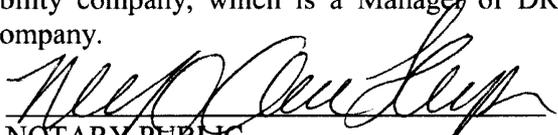
By: Draper Holdings Associates, LLC,
a Utah limited liability company

Its: Managing Member

By: 
Name: Jeffrey Vitex
Its: Managing Member

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29 day of January, 2015, by Jeffrey Vitex, the Manager of DRAPER HOLDINGS ASSOCIATES, L.L.C., a Utah limited liability company, which is a Manager of DRAPER HOLDINGS, LLC, a Utah limited liability company.


NOTARY PUBLIC
Residing at: Salt Lake City, UT

My Commission Expires: 7/15/18

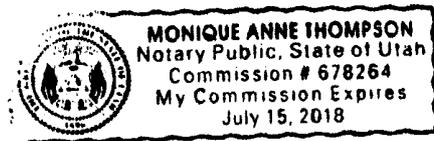


EXHIBIT "A"

TO

SPECIAL WARRANTY DEED

DESCRIPTION OF PROPERTY

All of Lots 108 through 129, DRAPER TOD SECOND AMENDMENT, (amending Lots 2 and 6, Draper TOD Subdivision, also amending Lots 104 and 105 Draper TOD Amending Lots 3, 4, and 5) according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 2015P at page 14.

Also:

All of Lot 107, DRAPER TOD AMENDING LOTS 3, 4 & 5, according to the official plat thereof, filed in the office of the Salt Lake County Recorder in Plat Book 2013P at page 37.

EXHIBIT "B"
TO
SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

[SEE ATTACHED]

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a Public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, of claims thereof, that are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Defects, liens, encumbrances, adverse claims or other matters, in any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

8. Following Taxes:

Lien of Taxes, now accruing as a lien, but not yet due and payable
Year: 2015
Tax ID No.: 27-36-151-020

Lien of Taxes, now accruing as a lien, but not yet due and payable
Year: 2015
Tax ID No.: 27-36-351-009

Lien of Taxes, now accruing as a lien, but not yet due and payable
Year: 2015
Tax ID No.: 27-36-353-002

Lien of Taxes, now accruing as a lien, but not yet due and payable
Year: 2015
Tax ID No.: 27-36-127-009

Lien of Taxes, now accruing as a lien, but not yet due and payable
Year: 2015
Tax ID No.: 27-36-353-003

9. The land described herein is located within the boundaries of Draper City and is subject to any assessments levied thereby. For current status call 576-6500.

The land described herein is located within the boundaries of Draper Irrigation, and is subject to any assessments levied thereby. For current status call 571-2232.

The land described herein is located within the boundaries of the South Valley Sewer District, and is subject to any assessments levied thereby. For current status call 571-1166.

10. The land described herein is located within the boundaries of Draper Irrigation, and is subject to any assessments levied thereby.

11. The land described herein is located within the boundaries of the South Valley Sewer District, and is subject to any assessments levied thereby.

12. Water Rights, claims or title to water, whether or not shown by the public records.

13. Any rights, interests or easements in favor of the State of Utah, the United States of America, or the public which exist or are claimed to exist in and over the waters, bed and banks of Corner Creek.

14. That portion of the property, if any, included within the description to be insured herein, which was acquired, or may hereafter be acquired by virtue of avulsion or the artificial alteration of the course of a stream or river, or lands that may have been lost by sudden artificial alteration in the course of a stream or river prior to the issue date of this document; and any adverse claim based on the assertion that the bed of a river or stream has changed location as a result of other than natural causes.

15. Easement, and the terms and conditions thereof:

Grantee: Salt Lake County Sewerage Improvement District No. 1, a body politic of the State of Utah, its successors and assigns

Purpose : A perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, manholes, laterals and other sewer collection and transmission structures and facilities, insofar as it lies within the property, said right-of-way and easement being situated in Salt Lake County, State of Utah, over and through a parcel of land lying within a strip thirty (30) feet wide, said strip extending fifteen (15) feet on each side of and laying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Recorded: March 24, 1988

Entry No.: 4601226

Book/Page: 6013/2315

Area Affected: Beginning on the West line of said Section 36 at a point lying Northerly, along said section line, 1033 feet, more or less, from the Southwest corner of said Section 36; and running thence South 58°58'28" East 88.5 feet, more or less; thence South 64°41'04" East 502.5 feet; thence South 20°33'47" East 144.8 feet; thence South 64°06'41" East 631.1 feet; thence South 71°08'41" East 45 feet, more or less, to the Westerly line of the D.& R.G.W.R.R. right-of-way line, 389 feet, more or less, from the South line of said Section 36.

Also beginning at a point lying Northerly, along West line of said Section 36, 680 feet and East 15 feet, from the Southwest corner of said Section 36; and running thence Northerly, parallel to said section line, 327 feet, more or less, to the above described easement.

16. Easement, and the terms and conditions thereof:

Grantor: State of Utah, Division of Facilities Construction and Management (DFCM), a division of the Department of Administrative Services

Grantee: City of Draper

Purpose: An easement to construct, maintain, operate, repair, inspect, protect, remove and replace a pedestrian and equestrian trail for public access through and across certain lands of Grantor being located within the described property situated in the County of Salt Lake, State of Utah, to-wit:

Recorded: October 04, 1999

Entry No.: 7480747

Book/Page: 8313/6385

Area Affected: Beginning at a point North 00°33'47" East a distance of 1724.02 feet from the South quarter corner of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian, with width of 25 feet left and 12 feet right perpendicular to centerline, with an additional 10 feet each side of centerline construction easement; thence North 41°07'37" East a distance of 64.29 feet to a point; thence North 30°15'26" East a distance of 110.04 feet to a point; thence North 44°21'05" East a distance of 147.89 feet to a point; thence North 58°11'51" East a distance of 158.64 feet to a point; thence North 46°39'35" East a distance of 102.70 feet to a point; thence North 26°57'54" East a distance of 22.11 feet to a point; thence North 07°16'14" East a distance of 93.64 feet to a point; around a curve to the left through a central angle of 25°48'19" an arc distance of 14.78 feet a chord bearing of North 05°37'56" West a distance of 14.65 feet to a point; thence North 18°32'05" West a distance of 20.26 feet to a point; around a curve to the right through a central angle of 113°32'46" an arc distance of 65.02 feet a chord bearing of North 38°14'18" East a distance of 54.89 feet to a point; Note: changing to 12 feet right and 12 feet left right-of-way, with an additional 10 feet each side of centerline construction easement perpendicular to centerline; thence South 84°59'19" East a distance of 60.89 feet to a point; around a curve to the right through a central angle of 22°23'48" an arc distance of 12.82 feet a chord bearing of South 73°47'25" East a distance of 12.74 feet to a point; thence South 62°35'31" East a distance of 77.74 feet to a point; around a curve to the left through a central angle of 67°56'38" an arc distance of 27.23 feet a chord bearing of North 83°26'10" East a distance of 25.67 feet to a point; thence North 49°27'51" East a distance of 214.56 feet to a point; thence North 44°30'11" East a distance of 135.63 feet to a point; thence North 35°44'41" East a distance of 130.01 feet to a point; thence North 28°21'30" East a distance of 149.25 feet to a point; thence North 46°21'04" East a distance of 298.09 feet to a point; thence North 57°50'37" East a distance of 103.25 feet to a point; around a curve to the left through a central angle of 25°53'42" an arc distance of 14.83 feet a chord bearing of North 44°53'46" East a distance of 14.70 feet to a point; thence North 31°56'55" East a distance of 280.73 feet to a point; thence North 10°12'29" East a distance of 160.85 feet to a point; thence North 00°09'16" West a distance of 163.84 feet to a point; thence North 08°39'37" East a distance of 68.36 feet to a point; thence North 18°29'10" East a distance of 139.89 feet to a point; thence North 41°34'04" East a distance of 68.55 feet to a point; thence North 26°59'16" East a distance of 209.49 feet to a point; Note: changing to 12 feet left and 25 feet right, with an additional 10 feet each side of centerline construction easement, perpendicular to centerline; thence North 26°07'06" East a distance of 429.86 feet to a point; thence North 26°32'11" East a distance of 135.94 feet to a point; thence North 18°47'02" East a distance of 148.53 feet to a point; thence North 15°24'59" East a distance of 339.83 feet to a point; thence North 10°17'32" East a distance of 127.47 feet to a point; thence North 00°22'09" West a distance of 117.82 feet to a point; thence North 05°30'43" East a distance of 158.07 feet to a point; thence North 03°42'38" West a distance of 114.58 feet to a point; thence North 03°08'40" West a distance of 111.09 feet to a point; thence North 09°33'07" East a distance of 115.03 feet to a point; thence North 14°25'33" East a distance of 71.47 feet to a point; Note: changing to 12 feet right and 12 feet left perpendicular to centerline around a curve to the left through a central angle of 38°47'14" an arc distance of 15.55 feet a chord bearing of North 04°58'04" West a distance of 15.25 feet to a point; thence North 24°21'40" West a distance of 47.56 feet to a point; around a curve to the right through a central angle of 34°49'20" an arc distance of 13.96 feet a chord bearing of North 06°57'01" West a distance of 13.74 feet to a point; thence North 10°27'39" East a distance of 109.31 feet to a point; thence North 10°56'46" East a distance of 120.98 feet to a point; thence North 09°06'15" East a distance of 127.84 feet to a point; thence North 15°09'52" East a distance of 123.38 feet to a point; thence North 13°19'27" East a distance of 120.76 feet to a point; thence North 15°04'48" East a distance of 121.00 feet to a point; thence North 20°02'54" East a distance of 118.90 feet to a point; thence North 25°48'37" East a distance of 125.76 feet to a point; thence North 27°17'32" East a distance of 126.64 feet to a point; thence North 26°52'09" East a distance of 119.98 feet to a point; thence North 27°25'32" East a distance of 122.74 feet to a point; thence North 27°16'13" East a distance of 120.57 feet to a point; thence North 27°55'02" East a distance of 133.76 feet to a point; thence North 23°24'16" East a distance of

122.10 feet to a point; thence North 17°25'42" East a distance of 123.88 feet to a point; thence North 04°44'17" East a distance of 134.02 feet to a point; thence North 02°43'56" East a distance of 122.69 feet to a point; thence North 01°58'03" East a distance of 127.20 feet to a point; thence North 02°33'52" East a distance of 109.51 feet to a point; thence North 12°05'24" East a distance of 88.35 feet to a point; around a curve to the left through a central angle of 23°49'01" an arc distance of 13.64 feet a chord bearing of North 00°10'54" East a distance of 13.54 feet to a point; thence North 11°43'37" West a distance of 74.57 feet to a point; around a curve to the left through a central angle of 27°46'11" an arc distance of 15.90 feet a chord bearing of North 25°36'42" West a distance of 15.75 feet to a point; thence North 39°29'48" West a distance of 114.82 feet to a point; thence North 42°55'30" West a distance of 122.44 feet to a point; thence North 40°06'58" West a distance of 124.84 feet to a point; thence North 41°55'39" West a distance of 16.70 feet to a point; and being South 11°46'33" East a distance of 676.98 feet to the East quarter corner of Section 35, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

Equestrian Path:

Description of a centerline of an equestrian path over state lands having an easement width of 5 feet each side of centerline with an additional 10 feet each side of centerline construction easement, perpendicular to centerline:

Beginning at a point North 42°23'51" West a distance of 759.10 feet from the Southeast corner of Section 35, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 14°25'33" East a distance of 58.44 feet to a point; thence North 10°27'39" East a distance of 117.71 feet to a point; thence North 10°56'46" East a distance of 121.44 feet to a point; thence North 09°06'15" East a distance of 126.39 feet to a point; thence North 15°09'52" East a distance of 121.93 feet to a point; thence North 13°19'27" East a distance of 120.79 feet to a point; thence North 15°04'48" East a distance of 118.69 feet to a point; thence North 20°02'54" East a distance of 115.21 feet to a point; thence North 25°48'37" East a distance of 123.27 feet to a point; thence North 27°17'32" East a distance of 126.28 feet to a point; thence North 26°52'09" East a distance of 119.93 feet to a point; thence North 27°25'32" East a distance of 122.61 feet to a point; thence North 27°16'13" East a distance of 120.40 feet to a point; thence North 27°55'02" East a distance of 135.09 feet to a point; thence North 23°24'16" East a distance of 125.71 feet to a point; thence North 17°25'42" East a distance of 130.31 feet to a point; thence North 04°44'17" East a distance of 139.09 feet to a point; thence North 02°43'56" East a distance of 123.64 feet to a point; thence North 01°58'03" East a distance of 127.26 feet to a point; thence North 02°33'52" East a distance of 106.02 feet to a point; thence North 12°05'24" East a distance of 100.29 feet to a point; thence North 11°43'37" West a distance of 107.63 feet to a point; thence North 39°29'48" West a distance of 133.84 feet to a point; thence North 42°55'30" West a distance of 122.65 feet to a point; thence North 40°06'58" West a distance of 106.99 feet to a point; and being North 07°23'41" West a distance of 668.33 feet from the East quarter corner of said Section 35.

17. INTENTIONALLY DELETED

18. Notes and easements as shown on the recorded plat of DRAPER TOD according to the official plat thereof, filed in the office of the Salt Lake County Recorder and the following:

Subject to the following item, as disclosed by a survey prepared by ASWN, having been certified under the date of February 04, 2009, by C. David McKinney, a Registered Land Surveyor holding License No. 5251295:

Power line across Southeasterly and Easterly portion. (affects Lot 105 and Lot 6)

19. Assignment of Development Agreement, including the terms and conditions thereof:

Between: Whitewater VII Holdings, LLC
And: Draper Holdings, LLC
Dated: December 17, 2009
Recorded: December 17, 2009
Entry No.: 10861464
Book/Page: 9789 / 5662

First Amendment to Development Agreement and Confirmation of Satisfaction of Conditions Precedent
Between: Draper City
And: Utah Transit Authority
And: Draper Holdings, LLC
Recorded: April 22, 2011
Entry No.: 11171122
Book/Page: 9919/8749

20. Covenants, conditions, restrictions and reservation of easements in the declaration of restrictions but not limited to any recitals creating easements or party walls, omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: November 18, 2011
Entry No.: 11282239
Book/Page: 9967 / 8558

21. Easement Agreement, including the terms and conditions thereof:
Between: Draper Holdings, LLC, a Utah limited liability company
And: EBay Inc., a Delaware corporation
Dated: November 18, 2011
Recorded: November 18, 2011
Entry No.: 11282241
Book/Page: 9967 / 8577
Providing: Access Easement Area, Utility Easement Area, Drainage Easement Area.

22. Easement Agreement, including the terms and conditions thereof:
Between: Draper Holdings, LLC, a Utah limited liability company
And: The City of Draper, a municipal corporation
Dated: November 17, 2011
Recorded: December 5, 2011
Entry No.: 11291426
Book/Page: 9971 / 9828

23. INTENTIONALLY DELETED

24. Acknowledgement and Disclosure
Dated: August 20, 2012
Recorded: August 21, 2012
Entry No.: 11454503
Book/Page: 10047 / 9013

Wherein the subject property is either partially or wholly located within a Natural Hazards Special Study Area as shown on the Natural Hazards Map adopted by the Board of County Commissioners of Salt Lake County pursuant to Ordinance No. 1074 for: Moderate Liquefaction Potential

25. Grant of Permanent Easement, and the terms and conditions thereof:

Grantor: Draper Holdings, LLC, a Utah limited liability company

Grantee: Utah Transit Authority

Purpose: The easement is for the purpose of construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal, all at UTA's sole discretion and expense, of transportation facilities and all necessary or desirable accessories and appurtenances thereto, including without limitation: tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, etc.

Recorded: October 4, 2012

Entry No.: 11485646

Book/Page: 10063 / 3539

26. Perpetual Utility Easement, and the terms and conditions thereof:

Grantor: Draper Holdings, LLC, a Utah limited liability company

Grantee: Utah Transit Authority

Purpose: An exclusive perpetual easement for a right of way 15 feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines.

Recorded: October 4, 2012

Entry No.: 11485647

Book/Page: 10063 / 3543

27. Agreement to Convey Property, including the terms and conditions thereof:

Between: Utah Transit Authority

And: Draper Holdings, LLC, a Utah limited liability company

Dated: October 3, 2012

Recorded: October 4, 2012

Entry No.: 11485648

Book/Page: 10063 / 3547

28. Notice of Adoption of Redevelopment Plan Entitled Draper Frontrunner Community Development Project Area Plan dated August 10, 2012

Recorded: October 11, 2012

Entry No.: 11489936

Book/Page: 10065 / 4047

29. Agreement, including the terms and conditions thereof:

Between: Utah Transit Authority, Draper Holdings Associates LLC

And: South Valley Sewer District

Dated: September 20, 2012

Recorded: October 17, 2012

Entry No.: 11493290

Book/Page: 10067 / 17

Providing: Agreement to install a sewer line or sewer lines, laterals, manholes and related structures and facilities.

30. Ordinance No. 1036:
Dated: December 18, 2012
Recorded: February 7, 2013
Entry No.: 11573191
Book/Page: 10106 / 651

An Ordinance renaming Galena Park Boulevard to Vista Station Boulevard from 12300 South to
Approximately 13400 South

31. Notes and easements as shown on the recorded plat of Draper TOD Amending Lots 3, 4 and 5, filed in
the office of the Salt Lake County Recorder in Plat Book 2013P at page 37.

32. Easement Deed by Court Order in Settlement of Landowner Action, and the terms and conditions
thereof:

By: Moyle, LLC et al, Plaintiffs
And: Level 3 Communications, LLC et al., Defendants
Filed: August 9, 2013 in the United States District Court For the District of Utah Central Division - Salt
Lake City
Case: 2:10-CV-00477-BSJ
Recorded: September 24, 2013
Entry No.: 11729918
Book/Page: 10180 / 1

Easement Deed by Court Order in Settlement of Landowner Action, and the terms and conditions thereof:

By: Moyle, LLC et al, Plaintiffs
And: Level 3 Communications, LLC et al., Defendants
Filed: August 9, 2013 in the United States District Court For the District of Utah Central Division - Salt
Lake City
Case: 2:10-CV-00477-BSJ
Recorded: November 25, 2013
Entry No.: 11766167
Book/Page: 10195 / 1502

33. Easement, and the terms and conditions thereof:

Grantor: Draper Holdings, LLC
Grantee: South Valley Sewer District
Purpose: A perpetual right of way and easement to construct, maintain, operate, repair, inspect, protect,
install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and
distribution structures and facilities.
Recorded: August 7, 2014
Entry No.: 11893859
Book/Page: 10251 / 2766

34. Easement(s), Setbacks, notes and restrictions, as shown on the subdivision plat Draper TOD Second
Amendment:

Recorded: January 26, 2015
Entry No.: 11982207
Book / Page: 2015P / 14

35. Subject to the rights of parties in possession of the subject property under the following unrecorded leases, rental or occupancy agreements and any claims thereunder: NONE

36. Subject, but not limited, to the following items, as disclosed by a survey prepared by Psomas , having been certified under the date of January 23, 2015 , by Brian D. Arnold, a Registered Land Surveyor holding License No. 187007, as Job No. 8TBC010200, including but not limited to the following:

- a. Survey needs to be signed and dated.
- b. Overhead Power Lines on Lots 105 and Lot 6.
- c. Sidewalk Encroachment of up to 4.11 feet at the corner of Vista Station Boulevard and Frontrunner Boulevard.
- d. Fence Line Encroachment of from .6 feet to .32 feet on the East side of the property.
- e. Fence Lines do not match property lines.
- f. No Building or Structures on Lot 6.