



WHEN RECORDED RETURN TO:
 Carl W. Barton
 Holland & Hart
 60 East South Temple #2000
 Salt Lake City, Utah 84111

E# 2449570 PG 1 OF 13
 ERNEST D ROWLEY, WEBER COUNTY RECORDER
 14-DEC-09 450 PM FEE \$34.00 DEP SC
 REC FOR: LANDMARK TITLE COMPANY
 ELECTRONICALLY RECORDED

SPECIAL WARRANTY DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OGDEN CITY, a Utah municipal corporation] ("Grantor"), hereby conveys and warrants against all claiming by, through or under it to the NUTRACEUTICAL CORPORATION, a Delaware corporation ("Grantee"), the following real property, including all land and buildings, facilities, fixtures located thereon, and all appurtenances thereto, which real property is located within the City of Ogden, Weber County, Utah, more particularly described as (the "Property"):

All of Lot 20, Business Depot Ogden Plat 10 Amended, Ogden City, Weber County, Utah according to the official plat thereof on file and of record in the Weber County Recorder's Office, Ogden, Weber County, Utah, together with all rights appurtenant thereto.

Weber County Parcel No. 12-219-0002. *SW*

WITNESSETH THAT:

WHEREAS, the 1995 Defense Base Closure and Realignment Commission, pursuant to Public Law 101-510, as amended, required the United States Department of Defense to close the military installation formerly known as the Defense Distribution Depot Ogden, Utah (the Former DDOU), and in connection therewith to dispose of certain surplus real and personal property; and

WHEREAS, the United States conveyed to **Grantor**, as the local redevelopment authority with regard to the Former DDOU pursuant to Public Law 101-510, Section 2905(b)(4)(A) as amended (Public Law 101-510 Section 2905 as amended by Public Law 103-160 Section 2903), a portion of the Former DDOU property by way of a Quitclaim Deed dated December 21, 2001, recorded on January 18, 2002 in Book No. 2203 at Page 183 as Entry No. 1821840 (the "Government Deed") in order to redevelop the property; and

WHEREAS, the **Grantor** is now the record owner of certain real property located within the Former DDOU, a portion of which is to be herein conveyed, which portion is hereinafter referred to as the **Property** as more fully described above attached hereto and made a part hereof; and

WHEREAS, the **Property** is part of the Former DDOU, which the U.S. Environmental Protection Agency (EPA), pursuant to Section 105 of the CERCLA, 42 U.S.C. 9605, placed on the National Priorities List (NPL), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on July 22, 1987; and

WHEREAS, the **Grantor** has made available to the **Grantee** a copy of the DDOU Federal Facility Agreement (FFA), entered into by EPA Region VIII, the Utah Department of Health (predecessor to the Utah Department of Environmental Quality (UDEQ)), and the Defense Logistics Agency, that became effective on November 30, 1989; and

WHEREAS, the **Grantor** assumed, and **Grantee** hereby assumes, certain obligations and liabilities with respect to the **Property** as set forth in the Government Deed; and

WHEREAS, the **Grantee** desires to acquire the **Property** and the **Grantor** desires to convey the **Property** to **Grantee**, subject to the same reservations, restrictions, obligations, and liabilities of **Grantor** as set forth in the Government Deed; and

WHEREAS, the United States encumbered the **Property** with respect to certain environmental and access matters as set forth more fully in the Government Deed, which encumbrances are assumed by **Grantee** and are binding on **Grantee** and its successors and assigns.

The conveyance of the **Property** hereby shall be subject to the following reservations, restrictions, easements, and encumbrances:

A. EXCLUSIONS, RESERVATIONS, COVENANTS, AND RESTRICTIONS

1. **Grantee** is hereby placed on notice that in the Government Deed, the United States reserved an irrevocable and permanent easement, which runs with the land and is binding on **Grantee**, its successors and assigns, providing access on and over the **Property** as more fully set forth in paragraph B.4. of the Government Deed, which is incorporated herein by this reference (Environmental Protection Easement).

2. **Grantor** further reserves unto itself the Environmental Protection Easement to the same extent, subject to the same conditions and with the same rights as reserved by the United States under paragraphs B.4.a.-f. of the Government Deed.

3. **Grantor** hereby reserves:

- a. Temporary appurtenant easements granted to **Grantor** under the Government Deed;
- b. Utility lines, pipes, facilities, and associated infrastructure located therein comprising part of the utility distribution or collection systems for water, sanitary sewer, storm sewer, electric, gas, or telecommunications;
- c. The railroad transportation systems and facilities situated in the Common Railroad Easement depicted and designated on Business Depot Ogden - Plat 10, together with such Common Railroad Easement; and

- d. A temporary storm drainage easement for the operation, repair, maintenance and replacement of the existing storm water lines and facilities located on the Property, which easement is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Such temporary storm drainage easement shall terminate upon Grantee's installation, and the City's acceptance, of storm drainage facilities replacing the need for the existing storm water lines and facilities.
4. The Property is conveyed subject to:
- a. Easements established on, over, under, or across the Property as described on Business Depot Ogden - Plat 10;
 - b. The provisions of that certain Development Agreement between the Grantor and Grantee, of even date herewith, and recorded in the records of Weber County, State of Utah, concurrently with the recording of this Deed.

B. TO HAVE AND TO HOLD the Property unto the Grantee and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following covenants and conditions, as applicable, which conditions shall be binding upon and enforceable against the Grantee, its successors and assigns, in perpetuity, as follows:

1. "AS IS"

a. Paragraph C.1. "AS IS" of the Government Deed is incorporated herein by this reference.

b. The Property is conveyed "As Is," "Where Is" without any representation, warranty or guarantee, by the Grantor pursuant to applicable law, as to Environmental Condition (as defined in paragraph B.3. below), quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Grantor to make any alterations, repairs or additions, and the Grantor shall not be liable for any latent or patent defects in the Property. The Grantee acknowledges that the Grantor has made no representation or warranty concerning the condition and state of repair of the buildings and appurtenances on the Property nor any agreement or promise to alter, improve, adapt, or repair any portion of the Property, except as otherwise agreed upon by the Grantor in writing herein.

2. FEDERAL FACILITIES AGREEMENT

a. Paragraph C.2. FEDERAL FACILITIES AGREEMENT of the Government Deed is incorporated herein by this reference.

b. By accepting this Deed, the Grantee acknowledges that the Grantee has access to a copy of the FFA.

c. The provisions of this Paragraph B.2 FEDERAL FACILITIES AGREEMENT shall run with the land, shall be binding on Grantee and its successors and assigns, and shall be enforceable by the United States, Grantor, EPA and UDEQ.

3. ENVIRONMENTAL CONDITION

a. Paragraph C.3. ENVIRONMENTAL CONDITION of the Government Deed is incorporated herein by this reference.

b. As used in this Deed, "Environmental Condition" means any condition with respect to the environment (including soil, surface waters, ground waters, stream sediments, and the surface or subsurface strata on, at, in or relating to the Property, whether or not the condition is known or unknown, which could or does result in any liability, claim, cost, or order to or against Grantor or Grantee, their successors or assigns.

c. The Grantee acknowledges that it has been given full access to technical environmental reports, investigations, and studies relating to the Property, including the final EBS, the FFA and the Finding of Suitability of Transfer, dated January 20, 1999, (FOST) (collectively the Environmental Documents) and that it has reviewed the Environmental Documents and has had an opportunity to independently investigate the Property and to observe, investigate, test, and study its physical characteristics and existing conditions.

d. Subject to the conditions disclosed in the Environmental Documents, the Response Actions required in the Environmental Documents, the covenants and warranties of the United States under Section 120(h)(3) of CERCLA and as set forth in Paragraph C.4 CERCLA NOTICE AND COVENANTS of the Government Deed, Grantee hereby accepts the Environmental Condition of the Property and deems the Property to be safe for the Grantee's intended use. If, after conveyance of the Property to the Grantee, Grantee discovers an actual or threatened release of a CERCLA hazardous substance on the Property (other than asbestos or lead-based paint), or in the event that a hazardous substance is discovered or a pre-existing underground storage tank is found on the Property after the date of the conveyance, Grantee or its successor or assigns shall be responsible for such release, newly discovered substance, or underground storage tank unless Grantee is able to demonstrate that such release, such newly discovered substance, or such underground storage tank was due to Grantor's activities, ownership, use or occupation of the Property, or the activities of Grantor's contractors and/or agents. Nothing in this provision shall be construed to create an additional burden of proof applicable to any administrative or judicial proceedings.

e. Grantee understands that Grantor makes no representations or warranties regarding the Environmental Condition of the Property, including but not limited to items described or referred to in Paragraphs B.1. "AS IS;" B.3. ENVIRONMENTAL CONDITION; B.4. CERCLA NOTICE AND COVENANTS; B.6. NOTICE OF THE

PRESENCE OF ASBESTOS; B.7. NOTICE OF THE PRESENCE OF LEAD BASED PAINT; B.8. NOTICE OF POTENTIAL PRESENCE OF CHEMICAL WEAPONS/SUBSTANCES; AND B.9. NOTICE OF THE PRESENCE OF PCB CONTAINING EQUIPMENT.

f. **Grantee**, on behalf of itself, its successors and assigns, hereby releases **Grantor**, its successors and assigns, from any and all liabilities, claims, or demands related to the condition, including the Environmental Condition, of the **Property**. Neither **Grantee** nor its successors or assigns shall assert or bring any claim against **Grantor**, its successors or assigns, for any representation, warranty, covenant, or obligation of the United States, the State of Utah, or any of their respective departments, agencies, or political subdivisions. Without limiting the foregoing, **Grantee's** sole and exclusive remedy for claims arising from or related to the Environmental Condition of the **Property** shall be against the United States as provided in the Government Deed or against other parties (other than **Grantor**, its successors and assigns) as allowed by law. **Grantor** makes no representation or warranty regarding the binding nature or enforceability by the **Grantee** of any representation, warranty, covenant, or obligation of the United States set forth in the Government Deed.

4. CERCLA NOTICE AND COVENANTS

a. Paragraph C.4. CERCLA NOTICE AND COVENANTS as set forth in the Government Deed is incorporated herein by this reference.

b. **Grantee** is hereby notified, based solely on representations made to the **Grantor** by the United States, of the storage, release, and disposal of hazardous substances on and around the **Property**, as set forth more fully in Paragraph C.4. CERCLA NOTICE AND COVENANTS of the Government Deed and references and citations made therein.

5. INDEMNIFICATION

a. Paragraph C.5. INDEMNIFICATION of the Government Deed is incorporated herein by this reference.

b. As consideration for this conveyance, the **Grantee**, its successors and assigns, shall release, indemnify and hold the **Grantor** harmless from any and all claims, liability, loss, cost, environmental contamination, or damage relating to the **Property** and arising out of or resulting from any actions or omissions of the **Grantee**, its successors and assigns, and their respective agents, employees, invitees, contractors, on the **Property** prior to or after the date of this Deed.

6. NOTICE OF THE POTENTIAL PRESENCE OF CHEMICAL WEAPONS/SUBSTANCES

a. The United States has represented to the Grantor that no evidence exists that would indicate the Property is or has been contaminated with chemical weapons/substances (chemical test kits). However the Grantee is hereby informed and does acknowledge that chemical test kits have been removed from the Former DDOU in the area described in the Final EBS as Operable Unit 3. The location of Operable Unit 3 is depicted on Figure 5 of the Final EBS. For prudent safety precautions the Grantee, its successors and assigns, and any contractors performing ground intrusive work on the Property are notified that the Former DDOU had a Chemical Ordnance Supply Corps active from 1941 to 1947 which might have resulted in unexploded ordnance contamination. If any item is encountered that appears to be of an ordnance or explosive nature, stop-work procedures should be invoked and the Army notified immediately at U.S. Army Technical Escort Unit, Aberdeen Proving Ground, Maryland, telephone (410) 436-4259.

b. The provisions and requirements of this Paragraph shall be binding upon the Grantee, its successors and assigns, and shall be deemed to run with the land.

7. NOTICE OF THE PRESENCE OF POLYCHLORINATED BIPHENYL (PCB) CONTAINING EQUIPMENT

a. The United States has represented to the Grantor, and the Grantee is hereby informed, that certain equipment containing PCBs including pole and concrete mounted transformers, and fluorescent light ballasts and fixtures may have been, or may be stored and/or operated on the Property, as described more fully in Paragraph C.9.a of the Government Deed which is incorporated herein by this reference. Grantee acknowledges that it has been given full access to the reports regarding pole and concrete mounted transformers provided to the Grantor under Paragraph C.9.a.2 of the Government Deed. The United States has represented to the Grantor that (i) all PCB-containing equipment existing on the Property as of the date of this Deed has been properly labeled in accordance with applicable law and regulation to provide notification to future users; (ii) any PCB contamination or spills related to such equipment has been properly remediated prior to conveyance; (iii) the PCB equipment does not currently pose a threat to human health or the environment; and (iv) all PCB equipment is in good repair and is presently in full compliance with all applicable laws and regulations.

b. Upon request, the Grantor agrees to furnish to the Grantee, its successors and assigns, any and all records in its possession related to such PCB equipment necessary for the continued compliance by the Grantee, its successors and assigns, with applicable laws and regulations related to the use and storage of PCBs or PCB-containing equipment.

c. The Grantee, its successors and assigns, covenant and agree that its continued possession, use and management of any PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment, and that the Grantor assumes no, and is hereby released from, any and all liability for the future remediation of PCB contamination or damages for personal injury, illness, disability, or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition, or other activity

causing or leading to contact of any kind whatsoever with PCBs or PCB-containing equipment, after the date of this Deed, whether or not the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee, its successors and assigns, agree to be responsible for any future remediation of PCBs or PCB-containing equipment found to be necessary on the Property resulting from its use or possession thereof.

d. The covenants, restrictions, and requirements of this Paragraph shall be binding upon the Grantee, its successors and assigns, and shall be deemed to run with the land.

8. IMMUNITIES

The Grantee is not entitled to any of the immunities which the United States may have had in using the Property while it was a part of the Former DDOU. The Grantee is not exempt from acquiring the necessary permits and authorizations from, or from meeting the requirements of the local, county, and state jurisdictions before using the Property for any purpose. The Property, immediately after conveyance to the Grantee, will be subject to all local, county, and state laws, regulations, and ordinances. The Grantee shall comply with the applicable environmental laws and regulations and all other Federal, state, and local laws, regulations, and standards that are or may become applicable to the Grantee's proposed use of the Property. The Grantee shall be solely responsible for fulfilling, at its own cost and expense, the requirements of the new governing authorities, independent of any existing permits or usages by the Grantor.

9. ENFORCEMENT AND NOTICE REQUIREMENT

a. The provisions of this Deed benefit the governments of the United States, the State of Utah, acting on behalf of the public in general, and the local governments of Weber County and Ogden City, and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of Utah, Weber County, Grantor, and by the Grantee, and their respective successors and assigns. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA.

b. The Grantee, its successors or assigns, shall neither transfer the Property, or any portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Paragraphs B.4. EXCLUSIONS, RESERVATIONS, COVENANTS, AND RESTRICTIONS (A.1 and 2 of this Deed), C.2. FEDERAL FACILITIES AGREEMENT; C.3. ENVIRONMENTAL CONDITION; C.4. CERCLA NOTICE AND COVENANTS; C.5. INDEMNIFICATION; C.6. NOTICE OF THE PRESENCE OF ASBESTOS; C.7. NOTICE OF THE PRESENCE OF LEAD-BASED

PAINT; C.8. NOTICE OF THE POTENTIAL PRESENCE OF CHEMICAL WEAPONS/SUBSTANCES; and C.9. NOTICE OF THE PRESENCE OF PCB CONTAINING EQUIPMENT as set forth in the Government Deed and this Deed; and shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

c. The COVENANTS, CONDITIONS, and RESTRICTIONS set forth in this Deed are a binding servitude on the Property and the burdens and benefits thereof will be deemed to run with the Property in perpetuity. Restrictions, stipulations and covenants contained in Paragraphs B.4. EXCLUSIONS, RESERVATIONS, COVENANTS, AND RESTRICTIONS (A.1 and 2 of this Deed); C.2. FEDERAL FACILITIES AGREEMENT; C.3. ENVIRONMENTAL CONDITION; C.4. CERCLA NOTICE AND COVENANTS; C.5. INDEMNIFICATION; C.8. NOTICE OF THE POTENTIAL PRESENCE OF CHEMICAL WEAPONS/SUBSTANCES; and C.9. NOTICE OF THE PRESENCE OF PCB CONTAINING EQUIPMENT of the Government Deed and/or this Deed will be inserted by the Grantee, its successors and assigns, to the extent applicable to the Property or any portion thereof, either verbatim, or by express reference in any deed or other legal instrument by which they divest themselves of either the fee simple title or any other lesser estate in the Property as provided in subparagraph b. above. The Grantee, its successors and assigns, shall neither transfer nor lease the Property, or any portion thereof, nor grant any interest, privilege, or license whatsoever in the Property without providing notice of the environmental protection provisions identified above, which apply to the property conveyed, and shall require notice of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license, as provided in subparagraph b. above.

d. The obligations imposed in this Paragraph upon the successors or assigns of Grantee shall only extend to the property conveyed to any such successor or assign.

C. PERMITTED ENCUMBRANCES

This conveyance is further subject to the liens and encumbrances listed on Exhibit "B" hereto (the "Permitted Encumbrances"). Except for the Permitted Encumbrances and the other exclusions, reservations, covenants, and restrictions expressly set forth herein, Grantor is conveying the Property to Grantee free and clear of liens, claims, and encumbrances.

D. USE OF THE PROPERTY

The Property is currently made available by Grantor for the public's use for parking and access purposes. Upon Grantor's execution hereof, Grantor hereby represents, warrants, covenants, and agrees to and with Grantee that such uses shall automatically and immediately cease and that Grantee shall be permitted to use the Property for private parking for Grantee's permittees, licensees, invitees and such other persons as Grantee may determine and for any other uses or purposes permitted under zoning laws affecting the Property from time to time.

Dated the 11th day of December, 2009.



OGDEN CITY,
a Utah municipal corporation

By: Matthew R. Godfrey
Name: MATTHEW R. Godfrey
Title: MAYOR

Attest:

Carl Maxwell
City Recorder

Approved as to form:

Buck Groves
City Attorney

STATE OF UTAH)
COUNTY OF Weber) :ss

On this 11th day of December, 2009, personally appeared before me Matthew R. Coffrey
the MAYOR of OGDEN CITY, a Utah municipal corporation.

Lee Ann Peterson
Notary Public
Residing at: Ogden, Utah

My commission expires:
7-5-2013

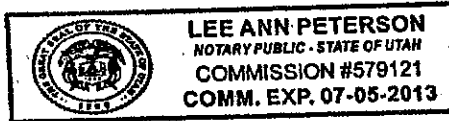


STATE OF UTAH)
COUNTY OF Weber) :ss

On this 11th day of December, 2009, personally appeared before me Cindi Massell
the City Recorder of OGDEN CITY, a Utah municipal corporation.

Lee Ann Peterson
Notary Public
Residing at: Ogden, Utah

My commission expires:
7-5-2013



STATE OF UTAH)
COUNTY OF Weber) :ss

On this 11th day of December, 2009, personally appeared before me Buck Frazier
the Chief Deputy City Attorney of OGDEN CITY, a Utah municipal corporation.

Lee Ann Peterson
Notary Public
Residing at: Ogden, Utah

My commission expires:
7-5-2013

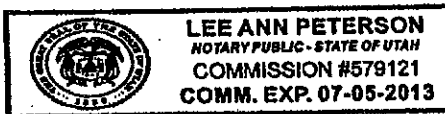


EXHIBIT "A"
Storm Drainage Easement Description

10 FOOT STORM DRAIN EASEMENT

PT 12-219-0003 A

A 10.00 foot wide storm drain easement the centerline of which is located in the Southeast Quarter of Section 7 all in Township 6 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah and more fully described as follows:

Beginning at a Point on the west line of Lot 19 of Business Depot Ogden Plat 10 said point being North 12°14'17" East 5,526.95 feet from the South Quarter Corner of Section 18, Township 6 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah, and thence South 85°15'27" West 274.06 feet to the east right-of-way line of 600 West Street and the POINT OF TERMINUS, said easement being 5.00 feet perpendicularly distant either side of the described centerline. The Basis of Bearing for the described centerline is S 00°10'47" E 1608.33' between the monument at 12th Street and said South Quarter Corner of Section 18 as referenced on said Plat 10.

EXHIBIT "B"
Permitted Encumbrances

1. The lien of all non-delinquent general real and personal property taxes, not yet due or payable.
2. Said property lies within the boundaries of Weber County, Weber Basin Water-Ogden, Central Weber Sewer, Ogden City and Defense Depot Ogden Eco. Dev. Proj. Area, and is subject to any and all charges and assessments thereof.
3. Resolution No. 23-2005, a resolution of the Board of County Commissioners of Weber County creating and establishing a special service district throughout all of Weber County, to be known as the "Weber Area Dispatch 911 and Emergency Services District", recorded January 24, 2006 as Entry No. 2156401 of Official Records.
4. Easements for public utilities, easements, building setback lines, restrictions, dedications, offer for dedications if any, conditions of approval and notes and incidental purposes over, along and across said property as shown on the recorded plat of said subdivision.
5. A 45 foot joint driveway easement as shown on the recorded plat of said subdivision.
6. Easement for 30 foot access easement as shown on the recorded plat of said subdivision.
7. Interim Easement and Access Agreement, according to the terms, conditions and restrictions contained therein, recorded July 14, 1999, as Entry No. 1649464 in Book 2023 at Page 664 of Official Records. Amendment of Interim Easement and Access Agreement, according to the terms, conditions and restrictions contained therein, recorded December 30, 1999 as Entry No. 1682126 in Book 2051 at Page 1359 of Official Records.
8. The terms of that certain instrument entitled Amendment to Master Declaration of Covenants, Conditions and Restrictions, dated December ____, 2009, and recorded December ____, 2009, as Entry No. ____, in Book ____, at Page ____ of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.
9. The terms of that certain Maintenance Fee Payment Agreement, by and among Ogden City, Boyer BDO, L.C., and Nutraceutical Corporation, dated March 31, 2006, and recorded March 31, 2006, as Entry No. 2170215 of the Official Records, as amended and modified by that certain First Amendment to Maintenance Fee Payment Agreement, dated December ____, 2009, and recorded December ____, 2009, as Entry No. ____, in Book ____, at Page ____ of the Official Records.
10. The terms of that certain Development Agreement, by and between Ogden City Corporation and Nutraceutical Corporation, dated March 31, 2006, and recorded March 31, 2006, as Entry No. 2170213 of the Official Records, as amended and modified by that certain Amendment to Development Agreement Between Ogden City Corporation and Nutraceutical Corporation, dated December ____, 2009, and recorded December ____, 2009, as Entry No. ____, in Book ____, at Page ____ of the Official Records

11. Any and all outstanding oil and gas, mining and mineral rights, etc., together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

12. Exclusions, Reservations, Easements and other appurtenant details disclosed in Quit Claim Deed by and between United States of America acting by and through the Secretary of the Army, acting by and through the Deputy Assistant Secretary of the Army, under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (Public law 101-510, Title XXIX; 10 U.S.C.S 2687 note), and Ogden City, a Municipal Corporation, acting as the Ogden Local Redevelopment Authority, recorded July 28, 2000 as Entry No. 1821840 in Book 2203 at Page 183 of Official Records.

13. Provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons, contained in that certain Special Warranty Deed, recorded August 13, 2004 as Entry No. 2050343 of the Official Records.

14. Any matters disclosed by a current and accurate survey of the Swanson Property, prepared in accordance with the 2005 Minimum Standard Details Requirements for ALTA/ACSM Land Title Survey, effective January 1, 2006.

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