

When Recorded, Mail To:

Ray Quinney & Nebeker  
c/o Doug Matsumori  
36 South State Street, Suite 1400  
Salt Lake City, Utah 84111

11912005  
09/11/2014 03:21 PM \$30.00  
Book - 10259 Pg - 5787-5796  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: TRP, DEPUTY - MI 10 P.

Mail Tax Notices To:

GreenHornet Space Agency II, LLC  
c/o Randy J. Green  
423 Wakara Way, Suite #212  
Salt Lake City, Utah 84108

APN. No. 27-13-326-018  
and Tax District No. 39H

GENERAL WARRANTY DEED

GREENHORNET SPACE AGENCY, LLC a Utah limited liability company, having an address at 423 Wakara Way, Suite #212, Salt Lake City, Utah, 84108 ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does SELL, TRANSFER, CONVEY, GRANT, WARRANT AND DEFEND an undivided eighty-three percent (83%) interest, as a tenant-in-common, in the Property, as defined herein, subject, however, to those items listed on Exhibit "B" attached hereto and made a part hereof, unto GREENHORNET SPACE AGENCY II, LLC, a Utah limited liability company as grantee ("Grantee") the following described real property:

Being that certain tract of land located in Salt Lake County, Utah and being more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements, buildings, or fixtures situated or located thereon, and all appurtenant rights, privileges or easements belonging or in any way relating thereto, including but not limited to, all interest, if any, of Grantor in any land lying in or under the bed of any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, on, across, abutting or adjacent to the property described on Exhibit "A" hereto (all of said property and interest being collectively referred to herein as the "Property");

TO HAVE AND TO HOLD the Property, together with any and all rights and appurtenances thereto in anywise belonging to Grantor, unto Grantee, its successors and assigns forever. Grantor, for itself and its successors, does covenant, promise and agree, to and with Grantee that Grantor has not done or suffered to be done anything whereby the Property hereby granted is or may be, in any manner encumbered or charged, except as recited herein or in Exhibit "B" hereto.

LTC# 54438



EXHIBIT "A"

LEGAL DESCRIPTION

The following real property located in Salt Lake County, Utah:

PARCEL 1:

Beginning at a point South 89°41'55" West along the section line 374.035 feet to a point on the Westerly line of the Denver and Rio Grande Western Railroad right-of-way and North 05°18'15" East along said Westerly right-of-way 1892.354 feet from the South Quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 84°23'22" West 36.56 feet; thence South 06°56'50" West 9.0 feet; thence North 84°26'12" West 67.10 feet; thence South 05°33'48" West 45.01 feet; thence North 85°59'02" West 171.96 feet; thence North 12°40'43" East 14.62 feet; thence North 77°13'42" West 42.04 feet to a point on the Easterly right-of-way line of a South Jordan City Roadway; thence Northerly along said East line the following (3) courses: North 12°46'31" East 68.93 feet to a point of curvature; thence Northerly along the arc of a 1037.25 foot radius curve to the left through a central angle of 13°29'40" a distance of 244.29 feet; thence North 00°43'21" West 395.14 feet to a point on a 6634.68 foot radius curve to the left; thence Easterly along said curve (center bears North 03°00'56" West) through a central angle of 00°27'31" a distance of 53.10 feet to a point of tangency; thence North 86°31'33" East 26.53 feet to a point of curvature; thence Easterly along the arc of a 6488.68 foot radius curve to the right through a central angle of 02°22'29" a distance of 268.95 feet; thence South 05°18'15" West 715.07 feet to the point of beginning.

Less and excepting:

A portion of land in fee for the "Frontrunner South Commuter Rail", a Utah Transit Authority Project, being part of the Grantor's property defined in that certain Special Warranty Deed recorded May 31, 2007 as Entry No. 10117751, situate in the South West quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Commencing at a point on the West line of the Union Pacific Railroad right of way and the Northeast corner of the Grantor's property, and the South line of 10600 South Street, said point being South 89°41'07" West 116.86 feet along the section line and North 00°18'53" West 2594.97 feet from the South quarter corner of said Section 13, thence South 05°19'29" West 715.34 feet along said railroad right of way to the Southeast corner of the Grantor's property; thence North 84°24'10" West 11.51 feet along the South line of the Grantor's property; thence North 05°18'20" East 35.68 feet; thence North 84°41'40" West 8.10 feet; thence North 04°11'50" East 25.88 feet; thence South 84°41'40" East 9.02 feet; thence North 05°24'23" East 652.57 feet to said North line of the Grantor's property and said South line of 10600 South Street; thence Northeasterly 10.24 feet along the arc of a 6488.68 foot radius curve to the right, chord bears North 88°51'45" East 10.23 feet, through a central angle of 00°05'25" along said North line of the Grantor's property and said South line of 10600 South Street to the point of beginning.

(Continued)

EXHIBIT "A"

LEGAL DESCRIPTION CONTINUED

**PARCEL 2:**

Together with a non-exclusive easement for ingress and egress established in that certain Easement Agreement recorded January 29, 2001 as Entry No. 7808161 in Book 8418 at Page 9348 of the Official Records, and as modified by a Corrective Easement Agreement recorded February 13, 2001 as Entry No. 7820159 in Book 8424 at Page 892 of the Official Records, and as modified by a Second Corrective Easement Agreement recorded March 29, 2001 as Entry No. 7856800 in Book 8439 at Page 7981 the Official Records, and as modified by a Third Corrective Easement Agreement recorded April 3, 2001 as Entry No. 7861260 in Book 8442 at Page 703 of the Official Records, as amended, and described as:

Beginning at a point South 89°41'55" West along the Section line 374.03 feet and North 05°18'15" East 1734.79 feet from the South Quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 88°37'55" West 339.05 feet; thence North 12°46'18" East 160.91 feet; thence South 77°13'42" East 42.04 feet; thence South 12°40'43" West 14.62 feet; thence South 85°59'02" East 171.96 feet; thence North 05°33'48" East 45.01 feet; thence South 84°26'12" East 67.10 feet; thence North 06°56'50" East 9.00 feet; thence South 84°23'22" East 36.56 feet to a point on the Westerly line of the Denver and Rio Grande Western Railroad right-of-way; thence South 05°18'15" West along said West line 157.56 feet to the point of beginning.

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## EXHIBIT "B"

### PERMITTED EXCEPTIONS

1. Any facts, rights, interests or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land;
2. The lien of all general real and personal property taxes for the year 2015 and thereafter, not yet due and payable;
3. Said property lies within the boundaries of South Jordan City and is subject to any and all charges and assessments thereof;
4. Said property lies within the boundaries of Jordan Valley Water Conservancy District and is subject to any and all charges and assessments thereof;
5. Said property lies within the boundaries of South Valley Sewer District and is subject to any and all charges and assessments thereof;
6. A right of way for foot and vehicular traffic as established and more particularly defined in that certain Warranty Deed recorded October 8, 1975 as Entry No. 2749724 in Book 3993 at Page 221 of the Official Records.
7. A right of way and easement for the purpose of locating, excavating, constructing, installing and maintaining a culinary water line, with other recited rights, terms and conditions, as created in favor of SOUTH JORDAN CITY CORPORATION by instrument recorded December 16, 1983 as Entry No. 3882011, in Book 5515, at Page 1255 of the Official Records, through and across said property as provided for and described in said instrument.
8. An easement and right of way for the purpose of maintaining a 12 inch culinary pipeline made of ductula or PVC, with other recited rights, terms and conditions, as created in favor of SOUTH JORDAN CITY CORPORATION, a municipality by instrument recorded December 16, 1983 as Entry No. 3882017, in Book 5515, at Page 1267 of the Official Records, through and across said property as provided for and described in said instrument.
9. A perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipe lines, manholes, laterals, and other sewer collection and transmission structures and facilities, with other recited rights, terms and conditions, as created in favor of SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a body politic of the State of Utah by instrument recorded September 20, 1996 as Entry No. 6460078, in Book 7493, at Page 1126 of the Official Records, through and across said property as provided for and described in said instrument.

10. A perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipe lines, manholes, laterals, and other sewer collection and transmission structures and facilities, with other recited rights, terms and conditions, as created in favor of SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a body politic of the State of Utah by instrument recorded September 20, 1996 as Entry No. 6460079, in Book 7493, at Page 1128 of the Official Records, through and across said property as provided for and describea in said instrument.

11. Terms and conditions of that certain Special Warranty Deed executed by and between PACIFICORP, an Oregon Corporation as Grantor and UTAH DEPARTMENT OF TRANSPORTATION as Grantee wherein a permanent, restrictive easement and right-of-way retained in favor of Grantor for the erection,, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communication circuits, fiber optic cables and associated facilities, towers, poles and together with braces, guys, anchors, crossarms, cables, conduits, wires, conductors, transformers and other attachments, fixtures, devices and appurtenances used or useful in connection therewith. Said Special Warranty Deed recorded June 23, 1997 as Entry No. 6674419 in Book 7695 at Page 416 of the Official Records.

The effects of that certain Notice Of Mortgage recorded April 6, 2011 as Entry No. 11162365 in Book 9916 at Page 4333 of the Official Records, also Notice Of Mortgage recorded September 27, 2013 as Entry No. 11732281 in Book 10181 at Page 1452 of the Official Records, also Notice Of Mortgage recorded April 4, 2014 as Entry No. 11828875 in Book 10221 at Page 7909 of the Official Records, and also excepting any mortgages and/or deeds of trust (including supplemental indentures relating thereto), and the indebtedness secured thereby, from PacifiCorp, an Oregon corporation, dba Rocky Mountain Power (and its predecessors), in favor of The Bank of New York Mellon Trust Company, N.A. (as successor to The Bank Of New York Mellon), as Trustee, as disclosed by said Notice.

12. An easement for a right of way 33 feet in width and 521.31 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon corporation, its successors and assigns by instrument recorded July 6, 1999 as Entry No. 7405145, in Book 8292, at Page 526 of the Official Records, through and across said property as provided for and described in said instrument.

The effects of that certain Notice Of Mortgage recorded April 6, 2011 as Entry No. 11162365 in Book 9916 at Page 4333 of the Official Records, also Notice Of

Mortgage recorded September 27, 2013 as Entry No. 11732281 in Book 10181 at Page 1452 of the Official Records, also Notice Of Mortgage recorded April 4, 2014 as Entry No. 11828875 in Book 10221 at Page 7909 of the Official Records, and also excepting any mortgages and/or deeds of trust (including supplemental indentures relating thereto), and the indebtedness secured thereby, from PacifiCorp, an Oregon corporation, dba Rocky Mountain Power (and its predecessors), in favor of The Bank of New York Mellon Trust Company, N.A. (as successor to The Bank Of New York Mellon), as Trustee, as disclosed by said Notice.

13. An easement for ingress, egress and circulation, with other recited rights, terms and conditions, as created in favor of LNR SOUTH JORDAN II, LLC, a Delaware limited liability company by instrument recorded January 29, 2001 as Entry No. 7808161, in Book 8418, at Page 9348 AND that certain Corrective Easement Agreement recorded February 13, 2001 as Entry No. 7820159 in Book 8424 at Page 892 AND that certain Second Corrective Easement Agreement recorded March 29, 2001 as Entry No. 7856800 in Book 8439 at Page 7981 AND that certain Third Corrective Easement Agreement recorded April 3, 2001 as Entry No. 7861260 in Book 8442 at Page 703 of the Official Records, through and across said property as provided for and described in said instrument.
14. An easement and right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon corporation, its successors and assigns by instrument recorded October 11, 2002 as Entry No. 8384236, in Book 8664, at Page 6252 of the Official Records, through and across said property as provided for and described in said instrument.
15. Perpetual slope easement for the preservation of a slope adjacent to the South Jordan Gateway Roadway, so long as such facilities shall be required, with the right of ingress and egress to enter upon the easement with such equipment as is necessary to construct, install, maintain, repair, inspect, protect, remove and replace said facilities, with other recited rights, terms and conditions, as created in favor of CITY OF SOUTH JORDAN by instrument recorded September 20, 2007 as Entry No. 10227398, in Book 9517, at Page 1827 of the Official Records, through and across said property as provided for and described in said instrument.
16. A perpetual non-exclusive 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, with other recited rights, terms and conditions, as created in favor of SOUTH VALLEY SEWER DISTRICT, a body politic of the State of Utah, its successors and assigns by instrument recorded May 5, 2010 as Entry No. 10947198, in Book 9823, at Page 4509 of the Official Records, through and across said property as provided for and described in said instrument.

17. A right of way and easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon Corporation d/b/a ROCKY MOUNTAIN POWER, by instrument recorded December 23, 2010 as Entry No. 11103094, in Book 9891, at Page 8065 of the Official Records, through and across said property as provided for and described in said instrument.

The effects of that certain Notice Of Mortgage recorded April 6, 2011 as Entry No. 1162365 in Book 9916 at Page 4333 of the Official Records, also Notice Of Mortgage recorded September 27, 2013 as Entry No. 11732281 in Book 10181 at Page 1452 of the Official Records, also Notice Of Mortgage recorded April 4, 2014 as Entry No. 11828875 in Book 10221 at Page 7909 of the Official Records, and also excepting any mortgages and/or deeds of trust (including supplemental indentures relating thereto), and the indebtedness secured thereby, from PacifiCorp, an Oregon corporation, dba Rocky Mountain Power (and its predecessors), in favor of The Bank of New York Mellon Trust Company, N.A. (as successor to The Bank Of New York Mellon), as Trustee, as disclosed by said Notice.

18. A right of way and easement for the purposes of retaining wall and appurtenant parts thereof to facilitate the construction of "Frontrunner South Commuter Rail", with other recited rights, terms and conditions, as created in favor of UTAH TRANSIT AUTHORITY, by instrument recorded December 23, 2010 as Entry No. 11103095, in Book 9891, at Page 8069 of the Official Records, through and across said property as provided for and described in said instrument.
19. A right of way and easement to construct, reconstruct, operate, maintain, relocate, enlarge, alter and remove electric power lines, communication lines and related equipment including supporting towers and poles, guy anchors, conductors, wires, cables and other lines and all other necessary or desirable equipment, accessories and appurtenances thereto on, over or under the easement area, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon Corporation d/b/a ROCKY MOUNTAIN POWER, by instrument recorded January 19, 2011 as Entry No. 11118511, in Book 9899, at Page 2177 of the Official Records, through and across said property as provided for and described in said instrument.
20. A 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, with other recited rights, terms and conditions, as created in favor of SOUTH VALLEY SEWER DISTRICT, by instrument recorded August 1, 2011 as Entry No. 11221231, in Book 9940, at Page 3916 of the Official Records, through and across said property as provided for and described in said instrument.



21. The terms of that certain instrument entitled "EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION", recorded September 24, 2013 as Entry No. 11729918, in Book 10180, at Page 1 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created or referred to 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.

The above shall be deemed to include, but not be limited to, a perpetual easement and right of way, and the right to place, lay, bury construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System").

22. Matters disclosed by that certain ALTA/ACSM Land Title Survey, dated March 6, 2007, prepared by GREAT BASIN ENGINEERING - SOUTH, as Job No. 02-184AS, certified by Bruce D. Pimper, License No. 362256.

And further excepting any matters disclosed by an accurate survey of said premises made after the date of the survey referred to above.

23. The terms of that certain instrument entitled "Site Plan Development Agreement", recorded August 31, 2000 as Entry No. 7710841, in Book 8385, at Page 2465 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.

24. Terms and conditions of that certain Order Of Occupancy executed by and between UTAH DEPARTMENT OF TRANSPORTATION as Plaintiff and JOHNSON ENTERPRISES, LTD., a Limited Partnership; SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1 as Defendants, Case No. 970902358 CD and recorded May 16, 1997 as Entry No. 6646243 in Book 7668 at Page 1406 of the Official Records.

Terms, conditions, recitals and/or easements contained in that certain Final Order Of Condemnation executed by and between SOUTH JORDAN CITY, A Municipal Corporation as Plaintiff and JOHNSON ENTERPRISES LTD., A Limited Partnership, LEROY EDWARD FAIRBOURN and NANCY BLANCH FAIRBOURN, as Trustees of THE LEROY EDWARD FAIRBOURN FAMILY TRUST as Defendants, Civil No. 960906858 and recorded August 13, 1997 as Entry No. 6712864 in Book 7732 at Page 716 of the Official Records.

25. No access to 10600 South Street as more particularly defined in that certain Quit Claim Deed (Controlled Access) recorded January 5, 2001 as Entry No. 7794149 in Book 8413 at Page 8863 of the Official Records.
26. The terms of that certain instrument entitled "Maintenance Agreement", recorded January 29, 2001 as Entry No. 7808160, in Book 8418, at Page 9339 AND that certain Corrective Maintenance Agreement recorded February 13, 2001 as Entry No. 7820160, in Book 8424, at Page 900 AND that Second Corrective Maintenance Agreement recorded March 29, 2001 as Entry No. 7856801, in Book 8439, at Page 7990 AND that certain Third Corrective Maintenance Agreement recorded April 3, 2001 as Entry No. 7861259, in Book 8442, at Page 692 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.
27. The rights of any tenants, lessees, their creditors, and other parties claiming by, through, or under said tenants, pursuant to any leases, rental agreements, occupancy agreements, assignments thereof, and/or other leasehold documents.
28. A perpetual easement for the purpose of constructing thereon cut and/or fill slopes and for the purpose of constructing and maintaining thereon a Sandy City and South Jordan City Storm Sewer Flood-Control facility and appurtenant parts thereof incident to the construction, grading and widening of 10600 South Street known as Project No. 0035, with other recited rights, terms and conditions, as created in favor of UTAH DEPARTMENT OF TRANSPORTATION by instrument recorded September 8, 1986 as Entry No. 4308648, in Book 5812, at Page 1922 of the Official Records, through and across said property as provided for and described in said instrument.

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c/o Randy J. Green  
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Salt Lake City, Utah 84108

APN. No. 27-13-326-018  
and Tax District No. 39H

GENERAL WARRANTY DEED

RESEARCH PARK ASSOCIATES, INC., a Utah corporation, having an address at 423 Wakara Way, Suite #212, Salt Lake City, Utah 84108 ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does SELL, TRANSFER, CONVEY, GRANT, WARRANT AND DEFEND an undivided seventeen percent (17%) interest, as a tenant-in-common, in the Property, as defined herein, subject, however, to those items listed on Exhibit "B" attached hereto and made a part hereof, unto GREENHORNET SPACE AGENCY II, LLC, a Utah limited liability company as grantee ("Grantee") the following described real property:

Being that certain tract of land located in Salt Lake County, Utah and being more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements, buildings, or fixtures situated or located thereon, and all appurtenant rights, privileges or easements belonging or in any way relating thereto, including but not limited to, all interest, if any, of Grantor in any land lying in or under the bed of any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, on, across, abutting or adjacent to the property described on Exhibit "A" hereto (all of said property and interest being collectively referred to herein as the "Property");

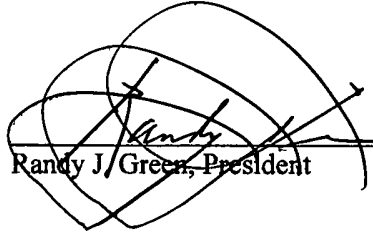
TO HAVE AND TO HOLD the Property, together with any and all rights and appurtenances thereto in anywise belonging to Grantor, unto Grantee, its successors and assigns forever. Grantor, for itself and its successors, does covenant, promise and agree, to and with Grantee that Grantor has not done or suffered to be done anything whereby the Property hereby granted is or may be, in any manner encumbered or charged, except as recited herein or in Exhibit "B" hereto.

LTC#64438

DATED this 9<sup>th</sup> day of September 2014.

GRANTOR:

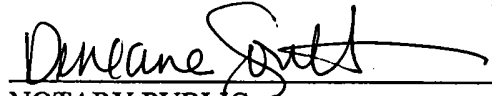
RESEARCH PARK ASSOCIATES, INC., a Utah corporation,

  
Randy J. Green, President

1297808

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

On this 9 day of September, 2014, before me, a notary public, personally appeared RANDY J. GREEN, known to or identified to me to be the President of RESEARCH PARK ASSOCIATES, Inc., a Utah corporation which RESEARCH PARK ASSOCIATES, INC., executed the GENERAL WARRANTY DEED, and acknowledged to me that such corporation executed the same.

  
NOTARY PUBLIC  
Residing at: Salt Lake County, UT

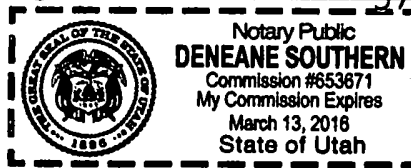


EXHIBIT "A"

LEGAL DESCRIPTION

The following real property located in Salt Lake County, Utah:

PARCEL 1:

Beginning at a point South 89°41'55" West along the section line 374.035 feet to a point on the Westerly line of the Denver and Rio Grande Western Railroad right-of-way and North 05°18'15" East along said Westerly right-of-way 1892.354 feet from the South Quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 84°23'22" West 36.56 feet; thence South 05°56'50" West 9.0 feet; thence North 84°26'12" West 67.10 feet; thence South 05°33'48" West 45.01 feet; thence North 85°59'02" West 171.96 feet; thence North 12°40'43" East 14.62 feet; thence North 77°13'42" West 42.04 feet to a point on the Easterly right-of-way line of a South Jordan City Roadway; thence Northerly along said East line the following (3) courses: North 12°46'31" East 68.93 feet to a point of curvature; thence Northerly along the arc of a 1037.25 foot radius curve to the left through a central angle of 13°29'40" a distance of 244.29 feet; thence North 00°43'21" West 395.14 feet to a point on a 6634.68 foot radius curve to the left; thence Easterly along said curve (center bears North 03°00'56" West) through a central angle of 00°27'31" a distance of 53.10 feet to a point of tangency; thence North 86°31'33" East 26.53 feet to a point of curvature; thence Easterly along the arc of a 6488.68 foot radius curve to the right through a central angle of 02°22'29" a distance of 268.95 feet; thence South 05°18'15" West 715.07 feet to the point of beginning.

Less and excepting:

A portion of land in fee for the "Frontrunner South Commuter Rail", a Utah Transit Authority Project, being part of the Grantor's property defined in that certain Special Warranty Deed recorded May 31, 2007 as Entry No. 10117751, situate in the South West quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Commencing at a point on the West line of the Union Pacific Railroad right of way and the Northeast corner of the Grantor's property, and the South line of 10600 South Street, said point being South 89°41'07" West 116.86 feet along the section line and North 00°18'53" West 2594.97 feet from the South quarter corner of said Section 13, thence South 05°19'29" West 715.34 feet along said railroad right of way to the Southeast corner of the Grantor's property; thence North 84°24'10" West 11.51 feet along the South line of the Grantor's property; thence North 05°18'20" East 35.68 feet; thence North 84°41'40" West 8.10 feet; thence North 04°11'50" East 25.88 feet; thence South 84°41'40" East 9.02 feet; thence North 05°24'23" East 652.57 feet to said North line of the Grantor's property and said South line of 10600 South Street; thence Northeasterly 10.24 feet along the arc of a 6488.68 foot radius curve to the right, chord bears North 88°51'45" East 10.23 feet, through a central angle of 00°05'25" along said North line of the Grantor's property and said South line of 10600 South Street to the point of beginning.

(Continued)

EXHIBIT "A"

LEGAL DESCRIPTION CONTINUED

PARCEL 2:

Together with a non-exclusive easement for ingress and egress established in that certain Easement Agreement recorded January 29, 2001 as Entry No. 7808161 in Book 8418 at Page 9348 of the Official Records, and as modified by a Corrective Easement Agreement recorded February 13, 2001 as Entry No. 7820159 in Book 8424 at Page 892 of the Official Records, and as modified by a Second Corrective Easement Agreement recorded March 29, 2001 as Entry No. 7856800 in Book 8439 at Page 7981 the Official Records, and as modified by a Third Corrective Easement Agreement recorded April 3, 2001 as Entry No. 7861260 in Book 8442 at Page 703 of the Official Records, as amended, and described as:

Beginning at a point South 89°41'55" West along the Section line 374.03 feet and North 05°18'15" East 1734.79 feet from the South Quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 88°37'55" West 339.05 feet; thence North 12°46'18" East 160.91 feet; thence South 77°13'42" East 42.04 feet; thence South 12°40'43" West 14.62 feet; thence South 85°59'02" East 171.96 feet; thence North 05°33'48" East 45.01 feet; thence South 84°26'12" East 67.10 feet; thence North 06°56'50" East 9.00 feet; thence South 84°23'22" East 36.56 feet to a point on the Westerly line of the Denver and Rio Grande Western Railroad right-of-way; thence South 05°18'15" West along said West line 157.56 feet to the point of beginning.

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## EXHIBIT "B"

### PERMITTED EXCEPTIONS

1. Any facts, rights, interests or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land;
2. The lien of all general real and personal property taxes for the year 2015 and thereafter, not yet due and payable;
3. Said property lies within the boundaries of South Jordan City and is subject to any and all charges and assessments thereof;
4. Said property lies within the boundaries of Jordan Valley Water Conservancy District and is subject to any and all charges and assessments thereof;
5. Said property lies within the boundaries of South Valley Sewer District and is subject to any and all charges and assessments thereof;
6. A right of way for foot and vehicular traffic as established and more particularly defined in that certain Warranty Deed recorded October 8, 1975 as Entry No. 2749724 in Book 3993 at Page 221 of the Official Records.
7. A right of way and easement for the purpose of locating, excavating, constructing, installing and maintaining a culinary water line, with other recited rights, terms and conditions, as created in favor of SOUTH JORDAN CITY CORPORATION by instrument recorded December 16, 1983 as Entry No. 3882011, in Book 5515, at Page 1255 of the Official Records, through and across said property as provided for and described in said instrument.
8. An easement and right of way for the purpose of maintaining a 12 inch culinary pipeline made of ductila or PVC, with other recited rights, terms and conditions, as created in favor of SOUTH JORDAN CITY CORPORATION, a municipality by instrument recorded December 16, 1983 as Entry No. 3882017, in Book 5515, at Page 1267 of the Official Records, through and across said property as provided for and described in said instrument.
9. A perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipe lines, manholes, laterals, and other sewer collection and transmission structures and facilities, with other recited rights, terms and conditions, as created in favor of SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a body politic of the State of Utah by instrument recorded September 20, 1996 as Entry No. 6460078, in Book 7493, at Page 1126 of the Official Records, through and across said property as provided for and described in said instrument.

10. A perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipe lines, manholes, laterals, and other sewer collection and transmission structures and facilities, with other recited rights, terms and conditions, as created in favor of SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a body politic of the State of Utah by instrument recorded September 20, 1996 as Entry No. 6460079, in Book 7493, at Page 1128 of the Official Records, through and across said property as provided for and described in said instrument.

11. Terms and conditions of that certain Special Warranty Deed executed by and between PACIFICORP, an Oregon Corporation as Grantor and UTAH DEPARTMENT OF TRANSPORTATION as Grantee wherein a permanent, restrictive easement and right-of-way retained in favor of Grantor for the erection,, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communication circuits, fiber optic cables and associated facilities, towers, poles and together with braces, guys, anchors, crossarms, cables, conduits, wires, conductors, transformers and other attachments, fixtures, devices and appurtenances used or useful in connection therewith. Said Special Warranty Deed recorded June 23, 1997 as Entry No. 6674419 in Book 7695 at Page 416 of the Official Records.

The effects of that certain Notice Of Mortgage recorded April 6, 2011 as Entry No. 11162365 in Book 9916 at Page 4333 of the Official Records, also Notice Of Mortgage recorded September 27, 2013 as Entry No. 11732281 in Book 10181 at Page 1452 of the Official Records, also Notice Of Mortgage recorded April 4, 2014 as Entry No. 11828875 in Book 10221 at Page 7909 of the Official Records, and also excepting any mortgages and/or deeds of trust (including supplemental indentures relating thereto), and the indebtedness secured thereby, from PacifiCorp, an Oregon corporation, dba Rocky Mountain Power (and its predecessors), in favor of The Bank of New York Mellon Trust Company, N.A. (as successor to The Bank Of New York Mellon), as Trustee, as disclosed by said Notice.

12. An easement for a right of way 33 feet in width and 521.31 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon corporation, its successors and assigns by instrument recorded July 6, 1999 as Entry No. 7405145, in Book 8292, at Page 526 of the Official Records, through and across said property as provided for and described in said instrument.

The effects of that certain Notice Of Mortgage recorded April 6, 2011 as Entry No. 11162365 in Book 9916 at Page 4333 of the Official Records, also Notice Of



Mortgage recorded September 27, 2013 as Entry No. 11732281 in Book 10181 at Page 1452 of the Official Records, also Notice Of Mortgage recorded April 4, 2014 as Entry No. 11828875 in Book 10221 at Page 7909 of the Official Records, and also excepting any mortgages and/or deeds of trust (including supplemental indentures relating thereto), and the indebtedness secured thereby, from PacifiCorp, an Oregon corporation, dba Rocky Mountain Power (and its predecessors), in favor of The Bank of New York Mellon Trust Company, N.A. (as successor to The Bank Of New York Mellon), as Trustee, as disclosed by said Notice.

13. An easement for ingress, egress and circulation, with other recited rights, terms and conditions, as created in favor of LNR SOUTH JORDAN II, LLC, a Delaware limited liability company by instrument recorded January 29, 2001 as Entry No. 7808161, in Book 8418, at Page 9348 AND that certain Corrective Easement Agreement recorded February 13, 2001 as Entry No. 7820159 in Book 8424 at Page 892 AND that certain Second Corrective Easement Agreement recorded March 29, 2001 as Entry No. 7856800 in Book 8439 at Page 7981 AND that certain Third Corrective Easement Agreement recorded April 3, 2001 as Entry No. 7861260 in Book 8442 at Page 703 of the Official Records, through and across said property as provided for and described in said instrument.
14. An easement and right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon corporation, its successors and assigns by instrument recorded October 11, 2002 as Entry No. 8384236, in Book 8664, at Page 6252 of the Official Records, through and across said property as provided for and described in said instrument.
15. Perpetual slope easement for the preservation of a slope adjacent to the South Jordan Gateway Roadway, so long as such facilities shall be required, with the right of ingress and egress to enter upon the easement with such equipment as is necessary to construct, install, maintain, repair, inspect, protect, remove and replace said facilities, with other recited rights, terms and conditions, as created in favor of CITY OF SOUTH JORDAN by instrument recorded September 20, 2007 as Entry No. 10227398, in Book 9517, at Page 1827 of the Official Records, through and across said property as provided for and described in said instrument.
16. A perpetual non-exclusive 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, with other recited rights, terms and conditions, as created in favor of SOUTH VALLEY SEWER DISTRICT, a body politic of the State of Utah, its successors and assigns by instrument recorded May 5, 2010 as Entry No. 10947198, in Book 9823, at Page 4509 of the Official Records, through and across said property as provided for and described in said instrument.

17. A right of way and easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon Corporation d/b/a ROCKY MOUNTAIN POWER, by instrument recorded December 23, 2010 as Entry No. 11103094, in Book 9891, at Page 8065 of the Official Records, through and across said property as provided for and described in said instrument.

The effects of that certain Notice Of Mortgage recorded April 6, 2011 as Entry No. 1162365 in Book 9916 at Page 4333 of the Official Records, also Notice Of Mortgage recorded September 27, 2013 as Entry No. 11732281 in Book 10181 at Page 1452 of the Official Records, also Notice Of Mortgage recorded April 4, 2014 as Entry No. 11828875 in Book 10221 at Page 7909 of the Official Records, and also excepting any mortgages and/or deeds of trust (including supplemental indentures relating thereto), and the indebtedness secured thereby, from PacifiCorp, an Oregon corporation, dba Rocky Mountain Power (and its predecessors), in favor of The Bank of New York Mellon Trust Company, N.A. (as successor to The Bank Of New York Mellon), as Trustee, as disclosed by said Notice.

18. A right of way and easement for the purposes of retaining wall and appurtenant parts thereof to facilitate the construction of "Frontrunner South Commuter Rail", with other recited rights, terms and conditions, as created in favor of UTAH TRANSIT AUTHORITY, by instrument recorded December 23, 2010 as Entry No. 11103095, in Book 9891, at Page 8069 of the Official Records, through and across said property as provided for and described in said instrument.
19. A right of way and easement to construct, reconstruct, operate, maintain, relocate, enlarge, alter and remove electric power lines, communication lines and related equipment including supporting towers and poles, guy anchors, conductors, wires, cables and other lines and all other necessary or desirable equipment, accessories and appurtenances thereto on, over or under the easement area, with other recited rights, terms and conditions, as created in favor of PACIFICORP, an Oregon Corporation d/b/a ROCKY MOUNTAIN POWER, by instrument recorded January 19, 2011 as Entry No. 11118511, in Book 9899, at Page 2177 of the Official Records, through and across said property as provided for and described in said instrument.
20. A 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, with other recited rights, terms and conditions, as created in favor of SOUTH VALLEY SEWER DISTRICT, by instrument recorded August 1, 2011 as Entry No. 11221231, in Book 9940, at Page 3916 of the Official Records, through and across said property as provided for and described in said instrument.

21. The terms of that certain instrument entitled "EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION", recorded September 24, 2013 as Entry No. 11729918, in Book 10180, at Page 1 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created or referred to 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.

The above shall be deemed to include, but not be limited to, a perpetual easement and right of way, and the right to place, lay, bury construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System").

22. Matters disclosed by that certain ALTA/ACSM Land Title Survey, dated March 6, 2007, prepared by GREAT BASIN ENGINEERING - SOUTH, as Job No. 02-184AS, certified by Bruce D. Pimper, License No. 362256.

And further excepting any matters disclosed by an accurate survey of said premises made after the date of the survey referred to above.

23. The terms of that certain instrument entitled "Site Plan Development Agreement", recorded August 31, 2000 as Entry No. 7710841, in Book 8385, at Page 2465 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.

24. Terms and conditions of that certain Order Of Occupancy executed by and between UTAH DEPARTMENT OF TRANSPORTATION as Plaintiff and JOHNSON ENTERPRISES, LTD., a Limited Partnership; SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1 as Defendants, Case No. 970902358 CD and recorded May 16, 1997 as Entry No. 6646243 in Book 7668 at Page 1406 of the Official Records.

Terms, conditions, recitals and/or easements contained in that certain Final Order Of Condemnation executed by and between SOUTH JORDAN CITY, A Municipal Corporation as Plaintiff and JOHNSON ENTERPRISES LTD., A Limited Partnership, LEROY EDWARD FAIRBOURN and NANCY BLANCH FAIRBOURN, as Trustees of THE LEROY EDWARD FAIRBOURN FAMILY TRUST as Defendants, Civil No. 960906858 and recorded August 13, 1997 as Entry No. 6712864 in Book 7732 at Page 716 of the Official Records.

25. No access to 10600 South Street as more particularly defined in that certain Quit Claim Deed (Controlled Access) recorded January 5, 2001 as Entry No. 7794149 in Book 8413 at Page 9863 of the Official Records.
26. The terms of that certain instrument entitled "Maintenance Agreement", recorded January 29, 2001 as Entry No. 7808160, in Book 8418, at Page 9339 AND that certain Corrective Maintenance Agreement recorded February 13, 2001 as Entry No. 7820160, in Book 8424, at Page 900 AND that Second Corrective Maintenance Agreement recorded March 29, 2001 as Entry No. 7856801, in Book 8439, at Page 7990 AND that certain Third Corrective Maintenance Agreement recorded April 3, 2001 as Entry No. 7861259, in Book 8442, at Page 692 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.
27. The rights of any tenants, lessees, their creditors, and other parties claiming by, through, or under said tenants, pursuant to any leases, rental agreements, occupancy agreements, assignments thereof, and/or other leasehold documents.
28. A perpetual easement for the purpose of constructing thereon cut and/or fill slopes and for the purpose of constructing and maintaining thereon a Sandy City and South Jordan City Storm Sewer Flood-Control facility and appurtenant parts thereof incident to the construction, grading and widening of 10600 South Street known as Project No. 0035, with other recited rights, terms and conditions, as created in favor of UTAH DEPARTMENT OF TRANSPORTATION by instrument recorded September 8, 1986 as Entry No. 4308648, in Book 5812, at Page 1922 of the Official Records, through and across said property as provided for and described in said instrument.