

RECORDING REQUESTED BY:

Michael B. Johnson, Esq.
McCathern | Mooty, LLP
3710 Rawlins, Suite 1600
Dallas, Texas 75219

E 2540572 B 5069 P 519-523

RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
7/19/2010 1:17:00 PM
FEE \$18.00 Pgs: 5
DEP eCASH REC'D FOR FOUNDERS TITLE CO - LAYTO

AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:

Zion First National Bank
1 South Main Street, Basement
Salt Lake City, Utah 84133

*Tax ID No. 11-108-0123

SPACE ABOVE THIS LINE FOR RECORDER'S USE

33 South Main St, Kaysville, UT
Asset No. 8840700001

Commonwealth GF# 2008003471

D-44662

SPECIAL WARRANTY DEED

Effective the 16th day of July, 2010, **KAYSVILLE REAL ESTATE L.C.**, a limited liability company organized and existing under the laws of the State of Utah, a subsidiary of the Federal Deposit Insurance Corporation as Receiver for Barnes Banking Company, as grantor ("**Grantor**"), whose address is 1601 Bryan Street, Energy Plaza, Dallas, Texas 75201, hereby **CONVEYS AND WARRANTS** against all who claim by, through or under Grantor, to **ZIONS FIRST NATIONAL BANK**, a national banking association, as grantee ("**Grantee**"), whose address is 1 South Main Street, Basement, Salt Lake City, Utah 84133, for the sum of Ten and 00/100 Dollars (\$10.00), all of Grantor's right, title and interest in and to that certain real property located in Davis County, Utah, described in EXHIBIT A attached hereto, together with all improvements thereon and all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "**Property**").

For the same consideration recited above, Grantor hereby **BARGAINS, SELLS** and **TRANSFERS**, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

This conveyance is made subject and subordinate to all easements, rights-of-way, encumbrances, exceptions, covenants, conditions, restrictions, encroachments, reservations, access limitations and all other matters filed of record as of the date hereof (collectively, the "**Permitted Exceptions**"), but only to the extent such Permitted Exceptions affect or relate to the

Property, and without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, but with full substitution and subrogation of Grantee in and to all covenants of warranty by parties other than Grantor heretofore given or made with respect to the rights, titles, and interests herein conveyed or any part thereof.

Except as specifically stated herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as, to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon or any improvements Grantee may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) except for any warranties contained herein, the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" BASIS, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, AS TO (a) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (b) THE INCOME TO BE DERIVED FROM THE PROPERTY, (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (d) THE PROPERTY'S COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY OTHER THAN THE WARRANTIES OF TITLE AS SET FORTH HEREIN. GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2010 and subsequent years, there having been a proper proration of ad valorem taxes for the current

calendar year between Grantor and Grantee. Pursuant to 12 U.S.C. §1825(b)(3), the Federal Deposit Insurance Corporation is not liable for any penalties, fines, fees or court costs resulting from the failure of any person to pay any real property tax, personal property tax, probate or recording tax or any recording or filing fees when due.

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EXHIBIT A

Legal Description

All of Lots 3, 5 and 6, and part of Lot 4, Block 6, Plat "A", Kaysville Townsite survey described as follows:

Beginning at the Southeast Corner of said Lot 3 and running thence North 528 feet to the Northeast corner of said Lot 6; thence Westerly 264 feet to the Northwest Corner of said Lot 5; thence South 435.6 feet, more or less; thence Southeast along highway 123.42 feet to the South line of said Lot 4; thence East 165 feet to the point of beginning.

The following is shown for information purposes only: 11-108-0123.