

11147370  
3/9/2011 11:26:00 AM \$23.00  
Book - 9910 Pg - 4659-4664  
Gary W. Ott  
Recorder, Salt Lake County, UT  
RELIABLE DOCUMENT RETRIEVAL  
BY: eCASH, DEPUTY - EF 6 P.

RECORDING REQUESTED BY:  
Michael B. Johnson, Esq.  
MCCATHERN | MOOTY | HYDE | GRINKE, L.L.P.  
3710 Rawlins, Suite 1600  
Dallas, Texas 75219

AND WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:  
Payne Property Enterprises, LLC  
1896 West Portabello Road  
South Jordan, Utah 84095

Tax ID No. 27-17-251-009-0000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

12303349  
AFTER RECORDING, PLEASE RETURN TO:  
Fidelity National Title Group  
7130 Glen Forest Dr., Ste. 300  
Richmond, VA 23228  
Attn: *Cathy Duggan*

Asset No. 88411000001  
3451 W 10400 S, South Jordan, UT

**SPECIAL WARRANTY DEED**

Effective the 24<sup>th</sup> day of February, 2011, **SOUTH JORDAN REAL ESTATE, LC**, a Utah limited liability company, as grantor ("Grantor"), whose address is 1601 Bryan Street, Energy Plaza, Dallas, Texas 75201, hereby BARGAINS, SELLS AND CONVEYS to **PAYNE PROPERTY ENTERPRISES, LLC**, a limited liability company, organized and existing under the laws of the State of Utah, as grantee ("Grantee"), whose address is 1896 West Portabello Road, South Jordan, Utah 84095, 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 Salt Lake 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 CONVEYS, 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.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY, (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS, AND (iv) ACCESS. GRANTEE HAS MADE ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED BY GRANTOR IN DETERMINING THE PROPERTY CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE SPECIFICALLY ASSUMES ALL RISK, COSTS AND LIABILITIES OF WHATEVER NATURE ARISING OUT OF THE CONDITION OF THE PROPERTY.

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 2011 and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

Grantee joins in the execution of this Deed for the purpose of accepting delivery hereof, and to acknowledge, consent and agree to the terms and conditions of this instrument.

[The balance of this page is intentionally left blank.]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

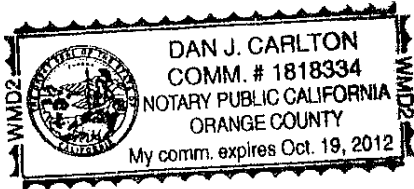
State of California

County of Orange

On 2/24/11 before me, Dan J. Carlton, Notary Public

personally appeared Christopher Pierson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Dan J. Carlton

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Special Warranty Deed

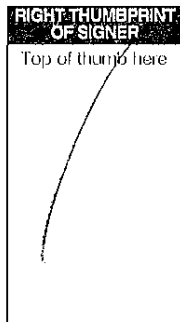
Document Date: 2/24/11 Number of Pages: 5

Signer(s) Other Than Named Above: Property: 3451 W. 10400 South, South Jordan, UT 84095

Capacity(ies) Claimed by Signer(s)

Signer's Name:

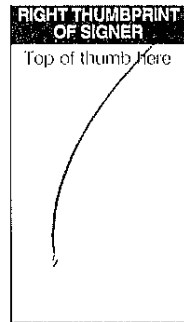
- Corporate Officer -- Title(s)
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer's Name:

- Corporate Officer -- Title(s)
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

CONSENTED TO AND APPROVED BY:

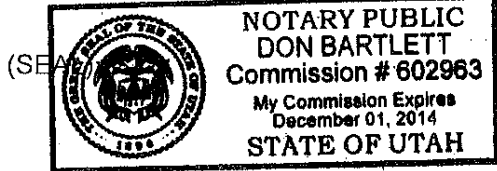
PAYNE PROPERTY ENTERPRISES, LLC, a  
limited liability company

By: *Robyn Payne*  
Name: *Robyn Payne*  
Title: *Managing Member*

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

On February *23*, 2011, before me, personally appeared *Robyn Payne*, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

*Don Bartlett*  
Notary Public  
Residing at: *S.L.C. Utah*



**EXHIBIT "A"**  
**Legal Description**

Lot 3, HARVEST VILLAGE AT SOUTH JORDAN SUBDIVISION PHASE I, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Less and excepting the following property described in that certain Warranty Deed from South Jordan Real Estate, L.C., a Utah limited liability company to the Utah Department of Transportation dated September 22, 2008 and recorded October 23, 2008 in Deed Book 9653, Page 3749, more particularly described as:

A parcel of land in fee for the widening of the existing highway State Route 151 known as Project No. 0151, being part of an entire tract of property, in Lot 3, Harvest Village at South Jordan Subdivision Phase I, a subdivision in the SW1/4 NE1/4 of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian in Salt Lake County Utah. The boundaries of said parcel of land are described as follows;

Beginning at the Northeast corner of said Lot 3; and running thence S. 0°24'43" W. 4.33 feet along the Easterly boundary line of said Lot 3 to a point 66.50 feet radially distant Southerly from the centerline of said project, opposite approximate Engineers Station 116+25.83; thence Westerly 5.88 feet along the arc of a 7,566.50-foot radius curve to the right (chord bears S. 85°17'35" W. 5.88 feet); thence S. 88°10'29" W. 151.39 feet to the Northerly boundary line of said Lot 3; thence Easterly 9.57 feet along the arc of a 7,549.89-foot radius curve to the left (chord bears N. 86°25'23" E. 9.57 feet) along said Northerly boundary line; thence N. 86°29'53" E. 147.93 feet along said Northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Subject to and together with Easement Agreements dated September 19, 2007 and October 1, 2007 by and between South Jordan Real Estate, L.C., a Utah limited liability company and Harvest Village Corp., a Utah corporation recorded on October 02, 2007 in Deed Book 9521, Page 7585-7592.

Subject to and together with Easement in favor of Utah Department of Transportation, set forth in instrument recorded on 10/23/2008 in Deed Book 9653, Page 3751 (Entry No. 10547333).

AND BEING a portion of the same property conveyed to South Jordan Real Estate, L.C., a Utah limited liability company from Harvest Village Corp., by Special Warranty Deed dated September 28, 2007 and recorded October 02, 2007 in Deed Book 9521, Page 7584.

Tax Parcel No. 27-17-251-009-0000