

E# 1216497 BK1655 PG2569  
DOUG CROFTS, WEBER COUNTY RECORDER  
17-MAR-93 1121 AM FEE \$10.50 DEP MH  
REC FOR: CARDON\_LAND\_TITLE

WARRANTY DEED

06-019-0008  
PLATTED  VERIFIED   
ENTERED  MICROFILMED

06-019-0008

MOSBACHER-AG COMPANY, a joint venture composed of Ram Properties, Ltd., a Limited Partnership organized under the Texas <sup>Revised</sup> Limited Partnership Act, and American General Life Insurance Company, a Texas corporation (the surviving corporation, with the merger of American General Life Insurance Company of Delaware, a Delaware corporation, and others, with redomestication of the survivor), GRANTOR, of Houston, Texas, hereby CONVEYS AND WARRANTS to YOUNG JIM PARTNERSHIP, GRANTEE, 675 E. 2100 S. Salt Lake City, Utah, 84106, that certain lot, piece or parcel of land more fully described upon separate EXHIBIT "A" hereto attached and made a part hereof, and situated within Weber County, State of Utah, <sup>and subject to the matters set forth in Exhibit "A"</sup>

WITNESS the hands of the Grantor this 7th day of March A. D., 1993

ACCEPTED  
YOUNG JIM PARTNERSHIP  
By [Signature]  
General Partner

MOSBACHER-AG COMPANY  
By: [Signature]  
Robert Mosbacher, Jr. General Partner

APPROVED  
BY THE COUNTY CLERK  
FOR THE COUNTY OF WEBER  
MARCH 17 1993  
2893-172  
3-17-93

GENERAL PARTNER  
By: [Signature]  
S. M. Hamstra  
Real Estate Investment Officer  
GENERAL PARTNER

E# 1216497 BK1655 PG2570

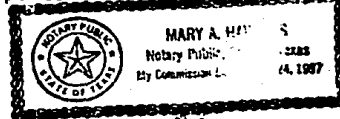
STATE OF TEXAS )  
:SS

COUNTY OF HARRIS)

On the *8th* day of March A.D., 1993 personally appeared before me Robert Mosbacher, Jr., general partner of RAM PROPERTIES, LTD., a limited partnership organized under the Texas Limited Partnership Act. one of the GENERAL PARTNERS of MOSBACHER-AG COMPANY, a joint venture, who duly acknowledged to me that they executed the within instrument for and in behalf of RAM PROPERTIES, LTD., as one of the General Partners of MOSBACHER-AG COMPANY.



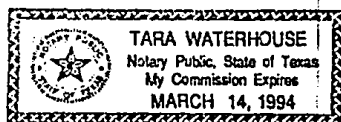
*Mary A. Hawkins*  
NOTARY PUBLIC  
RESIDING AT: *Houston, Harris County, Texas*  
Commission Expires:



STATE OF TEXAS )  
:SS

COUNTY OF HARRIS)

On the *11th* day of March A.D., 1993 personally appeared before me *Sonia W. Hamstra* who, being first duly sworn did say that she is (are) the *Real Estate Investments Officer* of AMERICAN GENERAL LIFE INSURANCE COMPANY, a Texas corporation, and that she signed the within and foregoing instrument for and in behalf of said corporation by authority of a resolution of its Board of Directors, and that said instrument was executed by said corporation as GENERAL PARTNER of MOSBACHER-AG COMPANY, a joint venture.



*Tara Waterhouse*  
NOTARY PUBLIC  
RESIDING AT: *Houston, Harris County, Texas*  
COMMISSION EXPIRES:



E# 1216497 BK1655 PG2572

EXHIBIT "A"

Beginning at a point on the East line of Washington Blvd, said point being N 89°28'00" W 800.78 ft. and N 0°58' E 2126.00 ft. from the SE Corner of Section 8, T. 5N, R.1W, S.L.B. & M. and running thence N 0°58' E 80.00 ft; thence S 89°02' E 150.00 ft; thence S 0°58' W 80.00 ft; thence N 89°02' W 150.00 ft. to the point of beginning. Together with an easement over the following described property: Beginning at a point which is N 89°28' W 800.78 ft. and N 0°58' E 2206.00 ft. and S 89°02' E 150.00 ft. from the SE Corner of Section 8, T.5N, R.1W, S.L.B. & M. and running thence S 89°02' E 25.00 ft; thence S 0°58' W 212.59 ft. to a point on the arc of a 422.22 ft. Radius Curve to the right, the center of which bears N 15° 32'42" W, said point being on the North Line of 4400 South St; thence SWr'ly 25.86 ft. along the arc of said curve through a central angle of 3°30'32"; thence N 0°58' E 219.17 ft. to the point of beginning, for purposes of ingress and egress.

BEING AND INTENDED TO BE the same property conveyed to The Southland Corporation by Deed dated December 14, 1977, filed December 20, 1977 and recorded in Book 1216, Page 205-206 of the Deed Records of Weber County, Utah.

SUBJECT TO current taxes and assessments not delinquent and taxes and assessments for subsequent years; covenants, restrictions, rights, rights-of-way and easements of record; zoning ordinances or statutes and building, use and occupancy restrictions of public record; rights of public or quasi/public utilities, if any, in the land; unrecorded leases/assignments of leases, if any. FURTHER SUBJECT TO THE FOLLOWING: Grantee hereby accepts all improvements located on the Real Estate "as is". Grantee acknowledges and agrees that the Real Estate is sold and conveyed to, and accepted by Grantee in an "as is" condition with all faults. Grantee has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental, and land use laws and regulations) to which the Real Estate is or may be subject and accepts the Real Estate upon the basis of its review and determination of the applicability and effect of such laws and regulations.

GRANTEE ACKNOWLEDGES THAT IT HAS PURCHASED THE REAL ESTATE ON THE BASIS OF GRANTEE'S OWN INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE REAL ESTATE, INCLUDING, WITHOUT LIMITATION, ITS SUBSURFACE CONDITIONS. GRANTEE ASSUMES THE RISK THAT ADVERSE PHYSICAL, ENVIRONMENTAL OR SUBSURFACE CONDITIONS MAY NOT HAVE BEEN REVEALED BY ITS OWN INVESTIGATION AND AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTIONS, DEMANDS, RIGHTS, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING OUT OF THE CURRENT, PRIOR OR FUTURE PHYSICAL, ENVIRONMENTAL OR SUBSURFACE CONDITION OF THE REAL ESTATE.

Grantee further acknowledges that Grantor, its agents and employees and other persons acting on behalf of Grantor have made no representation or warranty of any kind in connection with any matter relating to the physical or environmental condition, value, fitness, use or zoning of the Real Estate upon which Grantee has relied directly or indirectly for any purpose. Grantee hereby waives and releases Grantor of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Grantee now has or which may arise in the future on account of or in any way growing out of or connected with the physical or environmental condition of the Real Estate or any law or regulation applicable to it, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.