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8/6/2014 10:51:00 AM \$17.00
Book - 10250 Pg - 9184-9187
Gary W. Ott
Recorder, Salt Lake County, UT
BONNEVILLE SUPERIOR TITLE
BY: eCASH, DEPUTY - EF 4 P.

AFTER RECORDING RETURN TO:

James D. Augustyn
Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654

Tax ID No: 21-25-127-013

170938

SPECIAL WARRANTY DEED

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (as successor in interest to BNY Midwest Trust Company), not in its individual capacity, but solely as Owner Trustee under that certain Amended and Restated Trust Agreement (Allstate Real Estate Trust) dated as of December 9, 2011 (the "Trust Agreement") (which amended and restated that certain Amended and Restated Trust Agreement dated as of December 28, 2001, as such agreement was further amended prior to December 9, 2011), whose address is 2 North LaSalle Street, Chicago, Illinois 60602 (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto STERLING COLLISION CENTERS, LLC, whose address is c/o Service King Paint & Body, LLC, 808 South Central Expressway, Richardson, Texas 75080 (hereinafter referred to as "Grantee", whether one or more), all of the real property situated in Salt Lake County, Utah and more particularly described on Exhibit A attached hereto (the "Property").

The Property is conveyed to Grantee SUBJECT TO (i) all real estate and ad valorem taxes not yet due and payable, (ii) the matters set forth on Exhibit B attached hereto and made a part hereof and (iii) those matters for which Grantee is responsible under that certain Amended and Restated Master Lease Agreement, dated as of December 9, 2011, between Grantor and Grantee (hereinafter called the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, subject to the Permitted Encumbrances, together with all and singular the rights and appurtenances thereto in anywise belonging, 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 matters herein set forth, 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.

[Signature(s) on Following Page(s)]

This instrument is executed on the date set forth on the acknowledgement set forth below, but is effective for all purposes as of the 2nd day of June, 2014.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., not in its individual capacity, but solely as Owner Trustee of the Allstate Real Estate Trust

By: Renee Maron
Name: RENEE MARON
Title: Associate

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Renee Maron, whose name is signed to the foregoing instrument as Authorized Officer of The Bank of New York Mellon Trust Company, N.A. and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on behalf of The Bank of New York Mellon Trust Company, N.A., as Owner Trustee.

Given under my hand and official seal this the 2nd day of June, 2014.

Diane Mary Wertz
Notary Public

AFFIX SEAL

My commission expires: _____



EXHIBIT A

to

SPECIAL WARRANTY DEED

Property

PARCEL 1

Lot 1, STERLING AUTOBODY SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Salt Lake County Recorder, State of Utah.

Said lot 1 formerly described as follows:

(Survey description)

Beginning at a point on the Westerly right of way line of 400 West Street as shown in that certain dedication plat of 400 West Street as recorded in Book 77-4 at Page 104, in the office of the Salt Lake County Recorder, said point being South 399.15 feet and West 227.20 feet from the South Quarter corner of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South along said 400 West Street right of way line 246.53 feet, thence West 259.53 feet to a point on the Easterly right of way line of Interstate 15 as defined by that certain Warranty Deed as recorded in Book 7546, at Page 2691, (reference Utah Department of Transportation Parcel Number 15-7:30:A), thence North 04°16'01" East along said Interstate 15 right of way line 123.36 feet, thence North 06°28'03" East along said Interstate 15 right of way line 124.30 feet, thence East 236.35 feet to the point of beginning.

PARCEL 1A

Together with a 25 foot Private Road Easement over a Northeasterly portion of Lot 2, said Sterling Autobody Subdivision as shown on said official plat.

EXHIBIT B

to

SPECIAL WARRANTY DEED

Permitted Encumbrances

1. Any water rights or claims or title to water in or under the land.
2. Excepting all oil, gas and other minerals of every kind and description underlying the surface of the land.
3. Non-access to or from said property from I-15 Freeway as set forth and/or reserved in that certain Document recorded November 29, 1996 as Entry No. 6517473, in Book 7546, Page 2691, of Official Records.
4. Subject to easements, building setback lines, restrictions, dedications or offer for dedications if any, conditions of approval if any, and notes if any, all as set forth on the recorded plat.
5. No certification is made as to ownership, taxes, liens, encumbrances, assessments, and/or restrictions affecting all or any portion of the right of way described in Schedule A herein, lying outside of the property first described in Schedule A.
6. Access Easement Agreement, upon the terms and conditions therein provided, recorded August 20, 2002, as Entry No. 8326875, in Book 8635, Page 1853, of Official Records
7. Agreement, upon the terms and conditions therein provided, recorded August 20, 2002, as Entry No. 8326879, in Book 8635, Page 1853, of Official Records.
8. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.