



W2291494

E# 2291494 PG 1 OF 3
ERNEST D ROWLEY, WEBER COUNTY RECORDER
12-SEP-07 3:08 PM FEE \$14.00 DEP JM
REC FOR: BACKMAN NTP
ELECTRONICALLY RECORDED

PREPARED BY:

Kirsten J. Pederson, Esq.
Lowe Fell & Skogg LLC
370 17th Street – Suite 4900
Denver CO 80202

RETURN TO:

Saturn of Salt Lake
770 South West Temple
Salt Lake City UT 84101

Attn: J Wetzel

BT# 6-075285
3 pages
Parcel # OP Jal 0002

**SPECIAL WARRANTY DEED
(Riverdale)**

ARGONAUT HOLDINGS, INC. a Delaware corporation, Grantor, with its principal office at Detroit, County of Wayne, State of Michigan, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to WETZEL ENTERPRISES, L.L.C., a Utah limited liability company, Grantee, whose address is 770 South West Temple, Salt Lake City, Utah 84101 (the "Premises"), of the sum of TWO MILLION THIRTEEN THOUSAND FOUR HUNDRED FIFTY TWO DOLLARS AND THIRTY THREE CENTS (\$2,013,452.33) the following described tract of land known as 5212 South Freeway Park, Riverdale, in Weber County, State of Utah, to-wit:

See Exhibit "A" attached hereto

Grantee acknowledges and agrees that Grantee, its successors, assigns, and tenants shall not treat, store, or dispose of any hazardous substance, hazardous waste, or toxic substance, as those terms are defined under CERCLA 42 §§ 9601 *et seq.*, RCRA 42 U.S.C. §§ 6901 *et seq.* or TSCA 15 U.S.C. §§ 2601 *et seq.*, at, on, or within the Premises and shall maintain generator-only status; provided, however, that Grantee, its successors, assigns, or tenants may accumulate such substances or wastes as allowed under applicable laws and regulations for off-site treatment, storage, or disposal so long as such substances or wastes are generated on-site. Grantee agrees that any contract, agreement, deed, lease, or other instrument transferring title or possession of all or any part of the Premises, by sale, lease, or otherwise, to any successor, assignee, or tenant shall incorporate the restrictions set forth in this paragraph. The restrictions contained in this paragraph are deemed covenants running with the land and shall inure to the benefit of Grantor. The restrictions are not intended to and shall not be deemed to create in the Grantor a possibility of reverter, a power of termination, or any other future interest in the Premises.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

[Signature Page Follows]

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 6th day of Sept, 2007.

ARGONAUT HOLDINGS, INC., a Delaware corporation

By: Jay Malott
Name: JAY MALOTT
Title: PRESIDENT

[Corporate Seal]

EXECUTION RECOMMENDED
BY WORLDWIDE REAL ESTATE

ATTEST:

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

On the 6th day of Sept, 2007, personally appeared before me Jay Malott who, being by me duly sworn did say, each for himself/herself, that he/she, the said Jay Malott is the President of Argonaut Holdings, Inc. by authority of a resolution of its board of directors, and said Jay Malott duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Diane K. Kratz
Notary Public

Residing at: _____

My Commission Expires 11-28-11

Notarial Seal

DIANE K. KRATZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Nov 28, 2011
ACTING IN COUNTY OF WAYNE

Exhibit "A"

BEGINNING at the Northwest corner of said Lot 2, Freeway Park Subdivision, said point being on the Easterly right of way line of a frontage road for I-15 which is 1250.89 feet North 89°51'04" East and 609.46 feet North 0°08'56" West and 339.05 feet North 8°50'11" East (H.A.F.B. Survey) which equals North 9°19'17" East (Highway Survey) and 1594.32 feet North 14°36'54" East from the Southwest corner of said Section 13; thence South 14°36'54" West 406.94 feet along said frontage road, thence South 75°56'07" East 375.05 feet to a point on the Westerly right of way line of the relocation of Weber-Davis Counties Canal; thence the following two courses along said Westerly right of way line, North 22°29'54" East (H.A.F.B. Survey) which equals North 22°59' East (Highway Survey) 94.35 feet; thence along a curve to the right having a radius of 313.00 feet a distance of 273.06 feet, the long chord of which bears North 47°29'26" East 264.48 feet; thence North 63°47'00" West 156.99 feet; thence along a curve to the right having a radius of 100.00 feet a distance of 33.80 feet, the long chord of which bears North 54°06'00" West 33.64 feet; thence North 44°25'00" West 68.49 feet; thence along a curve to the left having a radius of 400.00 feet a distance of 102.63 feet, the long chord of which bears North 51°46'00" West 102.34 feet, thence North 59°07'00" West 43.83 feet; thence South 15°15'29" West 44.55 feet; thence North 75°23'06" West 151.34 feet to the point of BEGINNING.

Also Known As:

All of Lot 2G, Freeway Park Subdivision Amended, Riverdale City, Weber County, Utah, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

Parcel No. 08-391-0002