

10582608

FIRST AMERICAN TITLE INS. CO.
NATIONAL COMMERCIAL SERVICES

No. NCS-364762-CLE
KV

10582608
12/19/2008 12:27:00 PM \$29.00
Book - 9666 Pg - 5603-5607
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 5 P.

This Document Prepared by:
First American Title Insurance Company National
Commercial Services
200 East South Temple, Suite 200
Salt Lake City, Utah 84111

AFTER RECORDING RETURN TO:
Jones Day
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114-1190
Attention: Michele Boal, Esq.

GENERAL WARRANTY DEED

Escrow No. NCS-364762-CLE (kv)
A.P.N.: 16-15-205-003-0000, 16-15-205-004-0000, 16-15-205-002-0000

Bingham Brothers Partnership, a Utah general partnership, Grantor, organized and existing under the laws of the State of Utah with its principal office at 2317 North Main, Sunset, Utah 84015, hereby CONVEY(S) AND WARRANT(S) to **KeyBank National Association**, a national banking association, Grantee, located at KeyCorp c/o KeyBank National Association, PID 6748, PO Box 94839, Cleveland, Ohio 44101-4839, Attn: Real Estate Asset Manager, for the sum of TEN DOLLARS (\$10.00), and other good and sufficient consideration, the following described tract of land in Salt Lake County, State of UT:

PARCEL 1:

THE EAST 5 FEET OF LOTS 1, 2, 3 AND 4, AND ALL OF LOTS 5, 6, 7, 8, 9, 10, 11, 12 AND 13, BLOCK 4, WASATCH HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDS OF FOOTHILL DRIVE (ALSO KNOWN AS FOOTHILL BOULEVARD).

THE ABOVE PROPERTY BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF EMERSON AVENUE, SAID POINT BEING NORTH 89°49'34" WEST 5.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 4, WASATCH HEIGHTS, A SUBDIVISION LOCATED IN BLOCK 16, FIVE ACRE PLAT "C", BIG FIELD SURVEY, AND RUNNING THENCE NORTH 0°03'00" WEST 110.55 FEET; THENCE SOUTH 89°49'34" EAST 146.53 FEET TO THE WEST LINE OF FOOTHILL DRIVE; THENCE SOUTH 33°15'54" EAST ALONG SAID WEST LINE 132.48 FEET TO THE NORTH LINE OF EMERSON AVENUE; THENCE NORTH 89°49'34" WEST ALONG SAID NORTH LINE 219.10 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE RIGHT-OF-WAY 16 FEET IN WIDTH FOR INGRESS AND EGRESS OF PEDESTRIANS AND MOTOR VEHICLES OVER THE SOUTHERLY PORTION OF THE FOLLOWING TWO PARCELS:

(A) COMMENCING 90.75 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 7, BLOCK 16, FIVE ACRE PLAT "C" BIG FIELD SURVEY, AND RUNNING THENCE EAST 61.95 FEET; THENCE NORTH 33°15'54" WEST 113.02 FEET; THENCE SOUTH 0°03' EAST 94.31 FEET TO THE POINT OF COMMENCEMENT.

(B) COMMENCING 8 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 7 BLOCK 16, FIVE ACRE PLAT "C", BIG FIELD SURVEY, AND RUNNING THENCE EAST 82.75 FEET; THENCE NORTH 249.49 FEET, MORE OR LESS, TO FOOTHILL DRIVE; THENCE NORTH 33°15'54" WEST 45.19 FEET; THENCE WEST 57.60 FEET; THENCE SOUTH 287.10 FEET TO THE PLACE OF COMMENCEMENT.

together with all improvements thereon and appurtenances thereto (the "Property") to have and to hold the above granted Property unto the Grantee, its successors and assigns, forever.

Grantor covenants with Grantee that the Property is free from all encumbrances, except to the extent otherwise set forth in Exhibit "A" attached hereto.

Grantor further covenants and binds itself to warrant and forever defend title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever.

The Managing Partner who signed this deed hereby certifies that this deed and the transfer represented thereby was duly authorized by and through the Partnership Agreement.

In witness whereof, the Grantor has caused its partnership name to be hereunto affixed by its duly authorized Managing Partner this 12th day of December, 2008.

GRANTOR:

BINGHAM BROTHERS PARTNERSHIP, a
Utah general partnership

By

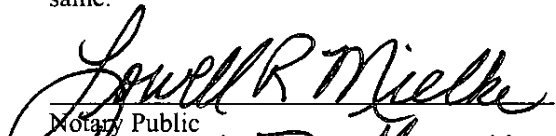


Skylere Bingham
Managing Partner

STATE OF Utah)

COUNTY OF DAVIS) ss.

On this 12th day of December, 2008, personally appeared before me Skylere Bingham, who being duly sworn did say that he is the Managing Partner of the Bingham Brothers Partnership, a Utah general partnership, and that the foregoing instrument was signed on behalf of said Partnership by authority of the Partnership Agreement, and the said Skylere Bingham duly acknowledged to me that he executed the same.

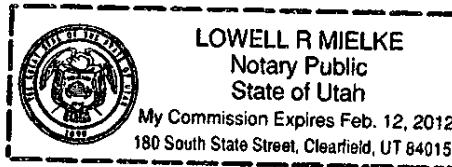


Notary Public

Lowell R. Mielke

(Printed Name)

My Commission expires: 2/12/2012



{Seal or Stamp}

Exhibit A

Permitted Exceptions

Commitment for Title Insurance, Issued By First American Title Insurance Company
Order No. NCS-364762-CLE, Effective Date, August 7, 2008

12. Easements, notes and restrictions as shown on subdivision plat recorded January 24, 1910 as Entry No. 260713 in Book F of Plats at Page 39.

13. (The following affects a portion of the subject land)
A Right of Way for egress and ingress of motor vehicles over and across the subject land, and incidental purposes therewith, as disclosed by that certain Quit-Claim Deed recorded June 03, 1963 as Entry No. 1923444 in Book 2058 at Page 289 of Official Records.

14. (The following affects the Northerly portion of the property)
An easement over, across or through the land for electric transmission, telephone circuits and incidental purposes, as granted to Utah Power & Light Company, a corporation, its successors in interest and assigns by Instrument recorded January 03, 1964 as Entry No. 1970354 in Book 2140 at Page 97 of Official Records.

15. (The following affects the Northerly portion of the property)
An easement over, across or through the land for electric transmission, telephone circuits and incidental purposes, as granted to Utah Power & Light Company, a corporation, its successors in interest and assigns by Instrument recorded January 03, 1964 as Entry No. 1970355 in Book 2140 at Page 98 of Official Records.

16. (The following affects a portion of the property)
An easement over, across or through the land for telephone, telegraph lines and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, its successors and assigns by Instrument recorded April 01, 1964 as Entry No. 1989627 in Book 2172 at Page 443 of Official Records.

17. (The following affects a portion of land, together with other land)
Terms and Conditions of Abstract of Findings and Order recorded February 27, 1979 as Entry No. 3242737 in Book 4820 at Page 836 of Official Records.

19. (The following affects a portion of the property)
An easement over, across or through the land for right of way and incidental purposes, as granted to Foothill Property Holdings, LLC, a Utah limited liability company by Instrument recorded August 17, 2004 as Entry No. 9148844 in Book 9026 at Page 8198 of Official Records.

20. Memorandum of Ground Lease Agreement dated August 13, 2004 by and between Clark Leaming Investment Company, a Utah limited partnership and Foothill Property Holdings, LLC, a Utah limited liability company recorded August 17, 2004 as Entry No. 9148846 in Book 9026 at Page 8218 of Official Records.

23. Matters shown on ALTA/ACSM Land Title Survey prepared by D. Gregg Meyers, P.L.S. #312770, of Bingham Engineering, on behalf of U.S. Surveyor, Job No. SS#.44880, dated October 21,

2008, as follows:

- a. Overhead electric lines and related appurtenances crossing subject premises without apparent benefit of easement;
- b. Telephone lines crossing subject premises without apparent benefit of easement;
- c. Storage building located on subject premises;
- d. underground work shop (bike storage) located on subject premises;
- e. Storm drain line, gas line and water line located on subject premises;
- f. Curbs encroaching into the right of way of Emerson Avenue; and
- g. Possible encroachment of retaining wall, garage and wood fence along Westerly boundary of subject premises.