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Debbie B. Johnson, Iron County Recorder - Page 1 of 9

09/02/2015 10:46:08 AM By: FIRST AMERICAN TITLE INSURANCE COMPANY -
NCS

AFTER RECORDING RETURN
AND MAIL TAX NOTICE TO:
ACS Cedar South UT, LLC
c/o Albanese Cormier Holdings, LLC
350 Pine Street, Suite 800
Beaumont, TX 77701

Tax Parcels: B-1152-0005-0000
B-1152-0005-0004
B-1135-0003-0000
B-1135-0001-0000
B-1135-0079-0001

SPECIAL WARRANTY DEED

THAT, CEDAR SOUTH STATION INC., a Delaware corporation, whose address is 11501 Northlake Drive, Cincinnati, Ohio 45249 ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by ACS CEDAR SOUTH UT, LLC, a Nevada limited liability company, whose address is c/o Albanese Cormier Holdings, LLC, 350 Pine Street, Suite 800, Beaumont, TX 77701 ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, has CONVEYED and WARRANTED and by these presents does CONVEY and WARRANT unto Grantee certain real land located in Iron County, Utah, as more particularly described on **Exhibit A** attached hereto and made a part of this Deed (the "Land"), together with all of Grantor's right, title and interest in and to all rights, privileges, easements, and interests appurtenant thereto, adjacent streets, alleys, rights-of-ways, and any adjacent strips and gores of real estate (the "Appurtenances"), together with all structures and improvements situated on the Land and all fixtures and other Land owned by Grantor and affixed thereto (the "Improvements"), LESS AND EXCEPT all oil, gas and other minerals previously reserved or conveyed of record (the Land, Appurtenances and Improvements being herein collectively referred to as the "Property"). The Grantor covenants that the Grantor has not done or suffered anything whereby the Property has been encumbered in any way whatever, except for the matters identified on **Exhibit B** attached to and made a part of this Deed (the "Permitted Exceptions").

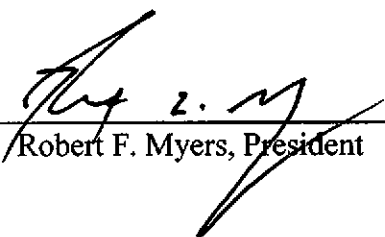
TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances hereto in anywise belonging unto Grantee, its successors and assigns, forever, subject to the Permitted Exceptions; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against all claims, grants, charges, taxes, judgments mortgages, liens and encumbrances of whatsoever nature made by or through Grantor, but not otherwise.

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Grantor has executed this Special Warranty Deed as of August 13, 2015

GRANTOR:

CEDAR SOUTH STATION INC., a Delaware corporation

By: 
Robert F. Myers, President

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

On the 13 day of August, 2015, personally appeared before me, a Notary Public in and for said county and state, Robert F. Myers, President of Cedar South Station Inc., a Delaware corporation, the signer of the within instrument, who duly acknowledged to me that he executed the same on behalf of the corporation.


NOTARY PUBLIC



BARBARA HOOD
Notary Public, State of Ohio
My Commission Expires
August 2, 2018

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Cedar, County of Iron, State of Utah, described as follows:

Parcel 1: (Part of Tax ID B-1152-0005-0000)

Commencing 371.48 feet North 0°16' West of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 23, Township 36 South, Range 11 West, Salt Lake Base Meridian; thence North 0°16' West 324.92 feet, more or less, to the Southeasterly Right-of-Way line of State Route No. 130 (Old U.S. Highway 91, also known as South Main Street); thence North 45°37' East along the said Right-of-way a distance of 311.00 feet; thence South 44°23' East 173.10 feet; thence Southeasterly along the arc of a 382.5 foot radius curve to the right 21.40 feet (the Chord of which bears South 42°47' East 21.40 feet, said curve has a Delta Angle of 3°12'00"); thence North 45°37' East 114.10 feet to the Southwesterly line of Pine Street at a corner common to Lots 2 and 3, Block 4 of the original Plat of Valley View Subdivision; thence South 44°23' East 36.90 feet; thence Southeasterly along the arc of a 352.50 foot radius curve to the right 272.34 feet (the Chord of which bears South 22°15' East 265.61 feet, said curve has a Delta Angle of 44°16'00"); thence South 0°07' East 208.00 feet; thence South 89°44' West 564.73 feet to the point of Beginning.

Parcel 2: (Tax ID No. B-1152-0005-0004)

Commencing at the Southwest Corner of the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 23, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence North 0°16'00" West, 150.00 feet; thence North 89°44'00" East, 285.23 feet; thence South 0°16'00" East, 26.52 feet; thence North 89°44'00" East, 75.00 feet; thence South 0°16'00" East, 170.49 feet (107.50 feet of record); thence South 89°15'30" West, 360.28 feet (360.37 feet of record); thence North 0°13'45" West (North 0°07'00" West record) 50.00 feet along the Section line to the point of beginning.

Parcel 2A:

A perpetual, nonexclusive easement for purposes of ingress and egress of vehicular and pedestrian traffic over and across the following described land (which said easement was provided to in that certain Warranty Deed recorded in Iron County, Utah on July 16, 1981 as Entry No. 228615 in Book 278 at Page 288): Commencing 150.00 feet North 0°16' West of the Southwest corner of the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section 23, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence North 0°16' West 281.48 feet; thence North 89°44' East 30.00 feet; thence South 0°16' East 281.48 feet; thence South 89°44' West 30.00 feet to the beginning, as disclosed by instrument recorded August 29, 2001 as Entry No. 438138 in Book 763 at Pages 806-809, Official Iron County Records.

Also, all of the easements, rights, covenants, restrictions, and requirements which are appurtenances of and/or intended to benefit the Parcel (i.e., Parcel 1) in question and which are

created or provided for in that certain "Covenants recorded in Iron County, Utah on July 16, 1981 as Entry No. 228617 in Book 278 at Page 298, as said instrument as heretofore been amended by that certain First Amendment thereto recorded on November 17, 1981 as Entry No. 231361 in Book 284 at Page 113 and by that certain Second Amendment thereto, dated February 15, 1982, recorded on May 12, 1982 as Entry No. 235091 in Book 289 at Page 932, Official Iron County Records.

Parcel 3: (Part of Tax ID B-1152-0005-0000)

Beginning at the most Easterly corner of Lot 2, Block 4, Valley View Subdivision, Cedar City, Utah; thence South 45°37'00" West, 114.10 feet along the Southeasterly line of said Lot 2; thence along the arc of a non-tangent curve to the left, having a radius of 382.50 feet, a distance of 21.40 feet (the chord of which bears North 42°47' West, 21.40 feet, said curve has a delta angle of 3°12'00"); thence North 44°23'00" West, 174.41 feet (173.10 feet record); thence North 45°37'00" East, 143.50 feet along the Southeasterly Right-of-Way line of Highway SR-130; thence South 44°23'00" East, 195.81 feet (194.50 feet record) along the center line of Pine Street; thence South 45°37'00" West, 30.00 feet to the point of Beginning.

Parcel 4: (Tax ID No. B-1135-0001-0000)

Beginning at the Northeast Corner of W.H. Leigh Subdivision; said point also being located on the Southeasterly right of way of State Route No. 130 at a point North 0°16'00" West, 696.40 feet from the Southeast Corner of the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°16'00" East, along the Subdivision boundary 222.13 feet to an intersection with Northeasterly right of way of Fir Street; thence following said right of way, Northwesterly around the arc of a curve to the left, the radius point of which is located South 89°44'00" West, 229.10 feet, a distance of 176.40 feet to an intersection with the Southeasterly right of way of State Route 130; thence along said right of way North 45°37'00" East, 90.00 feet to the point of beginning.

Less and Excepting therefrom, that portion conveyed to Cedar City Corporation, by Warranty Deed recorded December 14, 2011 as Entry No. 624308 in Book 1228 at Page 642 of Official Records, being more particularly described as follows:

Beginning at a point North 0°16'00" West 517.37 feet along the East boundary of W.H. Leigh Subdivision and South 90°00'00" West 3.85 feet from the Southeast corner of the NE ¼ NE ¼ of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian. Said point of beginning being a P.O.C. on a 229.10 foot radius curve; thence counterclockwise along arc of curve and East line of Fir Street 134.36 feet through a central angle of 33°36'08" (chord bears N 27°34'56") to the Southeast right-of-way line of U.S. Highway 91 (Main Street); thence North 45°37'00" East, 24.06 feet along said R/W line to the P.C. of a 15.00 foot radius curve; thence counterclockwise along arc of curve 22.67 feet thru a central angle of 86°36'33" (chord bears S 2°18'43" W) to the P.R.C. of a 238.60 foot radius curve; thence clockwise along arc of curve 27.12 feet thru a central angle of 6°30'47" (chord bears S 37°44'09"E) to the P.C.C. of a 74.50 foot radius curve; thence clockwise along arc of curve 20.21 feet thru a central angle of 15°32'35" (chord bears S26°42'29" E) thence South 18°56'11" East 42.41 feet; thence South

9°14'51" East 34.56 feet to the point of beginning. Basis of bearings is N 0°07'14" W between the Southeast corner and Northeast corner of the NE ¼ NE ¼ of said Section 22.

Parcel 5: (Tax ID No. B-1135-0079-0001 and B-1135-0003-0000)

Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°13'45" East, 100.00 feet along the Section line; thence South 89°42'00" West, 258.70 feet to a point on the Easterly line of Fir Street; thence along the Easterly line of Fir Street as follows: thence North 0°16'00" West, 40.61 feet; thence Northeasterly along the arc of a curve to the right, having a radius of 168.00 feet, a distance of 134.54 feet; thence North 45°37'00" East, 247.50 feet; thence along the arc of a curve to the left, having a radius of 100.00 feet, a distance of 80.08 feet; thence departing said Fir Street, South 0°16'00" East, 304.80 feet to the point of beginning.

Parcel 6: (Part of Tax ID B-1152-0005-0000)

Beginning at the most Easterly corner of Lot 2, Block 4, Valley View Subdivision, thence North 45°37'00" East, 30.00 feet; thence along the centerline of Pine Street as follows; thence South 44°23'00" East, 36.90 feet; thence along the arc of a curve to the right, having a radius of 382.50 feet, a distance of 143.01 feet; thence departing said street centerline South 0°07'00" East" 148.49 feet, to a point being North 0°07'00" West, 5.0 feet from the Northeast Corner of Lot 7, Block 4, Valley View Subdivision; thence along the arc of a curve to the left (Note: Radius point for said curve bears South 89°53'00" West, 352.50 feet) a distance of 272.34 feet; thence North 44°23'00" West 36.90 feet to the point of beginning.

EXHIBIT B

PERMITTED EXCEPTIONS

1. The facts and other matters that would be shown on an accurate ALTA/ACSM Land Title Survey of the real property conveyed in this deed (the "Property").
2. All facts, matters and encumbrances relating to the Property disclosed in public records, but excluding any encumbrances, if any, that Grantor agreed in writing to release, remove, cure or discharge.
3. All statutes, ordinances, rules, regulations, codes, directives and laws of any of the various federal, state, county, parish and municipal governmental and quasi-governmental bodies or agencies having jurisdiction over the Property or any portions thereof (each an "Authority" and collectively, the "Authorities"), and any binding written interpretations, binding written policies and binding written decisions relating thereto, and any amendments, modifications and supplements thereof, including without limitation, any and all zoning ordinances and statutes, building codes, rules and regulations, and environmental laws, now or hereafter applicable to the Property or any portions thereof, or the use, ownership, occupancy or operation of the Property or any portions thereof (collectively, "Governmental Regulations").
4. The liens of real property taxes, business improvement district, special and other assessments, water and sewer rents charged by Authorities, ad valorem taxes, personal property taxes and similar charges (collectively, "Taxes"), not yet due and payable.
5. The leases and any subleases, licenses or other occupancies by or through the leases, and the rights of tenants under the leases and any other parties in possession pursuant to any subleases, licenses or other occupancy agreements by or through the leases, as tenants only.
6. Notes or notices of violations of Governmental Regulations issued by any Authorities with respect to the Property and any conditions which could give rise to the issuance of any such note or notice, any liens as a consequence of any actions taken by any Authority in connection with any such notes, notices or conditions and the liens of any fines or penalties relating thereto.
7. Financing statements filed more than five (5) years prior to the date of the execution and delivery of this deed by Grantor and not renewed, or filed against property or equipment owned or leased by tenants or other occupants of the Property, or relating to mortgages which have been satisfied of record.
8. Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Properties, provided such rights do not materially and adversely affect the ability of the Improvements to be used for their respective current uses.
9. Encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the improvements

on the Property over any street or highway or over any adjoining property, encroachments from any adjoining property onto the Property and any party walls and rights deriving therefrom, provided such matters do not materially and adversely affect the ability of the improvements to be used for their respective current uses.

10. Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the record lines of the Property.

11. Mechanics' liens, materialman's liens, artisan's liens, and any other encumbrances, if any, which are required to be removed or bonded by a tenant at the Property.

12. Instruments that sever, reserve and/or transfer any mineral rights.

13. Said land is included within the City limits of Cedar City, County of Iron, municipal corporations of the State of Utah and Tax District No. 06, and is subject to any charges and assessments made thereby for its Special Service Districts, including but not limited to those established by Resolution RDA 09 0527, recorded June 12, 2009 as Entry No. 590367 of Official Records.

14. All public utility and drainage easements, notes and restrictions shown on the official ownership plat for Sections 22 and 23 of Section 36 South, Range 11 West, Salt Lake Base and Meridian and as shown on the official plat for W.H. Leigh Subdivision and Valley View Subdivision, as may affect said land.

15. Easement over a portion of said land in favor of C.P. National Corporation for electric power or telephone lines and or gas or water mains, etc., recorded July 21, 1981 as Entry No. 228722 in Book 278 at Page 490 of Official Records.

16. Right of Way and Easement Grant in favor of Mountain Fuel Supply Company for gas transmission over a portion of said land recorded January 27, 1993 as Entry No. 323679 in Book 467 at Page 338 Official Records.

17. Covenants for Operation, Maintenance and Reciprocal Easements, recorded July 16, 1981 as Entry No. 228617 in Book 278 at Page 298 and Amendment recorded November 17, 1981 as Entry No. 231361 in Book 284 at Page 113 and Second Amendment recorded May 12, 1982 as Entry No. 235091 in Book 289 at Page 932 and Third Amendment recorded December 4, 1991 as Entry No. 311829 in Book 441 at Page 686 of Official Records.

18. Reservations, rights of way, easements, restrictions, terms and conditions, etc., evidenced by that certain Warranty Deed recorded December 4, 1991 as Entry No. 311822 in Book 441 at Page 667 of Official Records.

19. Access Easement, recorded December 4, 1991 as Entry No. 311825 in Book 441 at Page 675 of Official Records.

20. No-Build Covenant, recorded December 4, 1991 as Entry No. 311826 in Book 441 at Page 677 of Official Records.
21. Street Development Agreement, recorded December 4, 1991 as Entry No. 311828 in Book 441 at Page 682 of Official Records.
22. Reservations, rights of way, easements, restrictions, terms and conditions, etc., evidenced by that certain Warranty Deed recorded May 27, 1998 as Entry No. 393394 in Book 640 at Page 861 of Official Records.
23. Access Easement conveyed by that certain Quit Claim Deed recorded July 17, 2001 as Entry No. 436539 in Book 758 at Page 512 of Official Records.
24. Right of Way and Easement Grant, in favor of Questar Gas, for gas transmission, etc., recorded August 30, 2004 as Entry No. 489120 in Book 941 at Page 1410 of Official Records.
25. Reservations, rights of way, easements, restrictions, terms and conditions, etc., evidenced by that certain Special Warranty Deed recorded August 7, 2006 as Entry No. 535448 in Book 1047 at Page 1047 of Official Records.
26. Memorandum of Lease, by and between Cedar Partners I, LLC and Staples The Office Superstore, LLC, recorded November 22, 2004 as Entry No.494055 in Book 952 at Page 849 of Official Records.
27. Matters as shown on a survey entitled ALTA/ACSM Land Title Survey prepared by Tim Watson, P.L.S. #5049564, of Watson Engineering Company, Inc., dated August 25, 2015 and designated as WEC Project No. 15-1656, and last revised August 31, 2015.
28. An unrecorded Lease executed by Cedar South Station Inc., a Delaware corporation, as Lessor, and Marshalls of MA, Inc., a Massachusetts corporation, as Lessee, as disclosed by Memorandum of Lease recorded April 15, 2014 as Entry No. 655844 in Book 1287 at Page 1681 of Official Records.

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