

mtc 230730

Return to after recording:
C/O Allen Zitting
7525 Union Park, LLC
P.O. Box 3414
Colorado City, AZ 86021

Mail Tax Statements to:
C/O Allen Zitting
7525 Union Park, LLC
P.O. Box 3414
Colorado City, AZ 86021

12037421
4/24/2015 2:16:00 PM \$32.00
Book - 10317 Pg - 8298-8308
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 11 P.

Space above this line for Recorder's use only.

FDIC Asset No. 10508001615
Physical Address: 7525 S UNION PARK AVE, Midvale, UT 84047

Parcel ID: 22-29-427-019-0000

SPECIAL WARRANTY DEED

STATE OF UTAH §
 §
COUNTY OF SALT LAKE §

RECITALS

WHEREAS, Frontier Bank, FSB, a Utah corporation (the "Institution"), acquired the Property by that certain Warranty Deed recorded in Entry No. 9965133, Book 9405, Page 9084, of the official records of Salt Lake County, Utah, on January 8, 2007 and Re-recorded, Entry No. 10019950, Book 9429, Page 6674 of the official records of Salt Lake County, Utah, on March 1, 2007; and

WHEREAS, the Institution was closed by the Office of the Comptroller of the Currency on November 7, 2014, and the **FEDERAL DEPOSIT INSURANCE CORPORATION** (the "FDIC") was appointed as receiver for the Institution (the "Receiver"); and

WHEREAS, as a matter of federal law, 12 U.S.C. § 1821(d)(2)(A)(i), the Receiver succeeded to all of the right, title, and interest of the Institution in and to, among other things, the Property.

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NOW, THEREFORE, the Receiver (hereinafter, "Grantor"), whose address is 1601 Bryan Street, Energy Plaza, Dallas, Texas 75201, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor paid by Grantee named herein, the receipt of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto **7525 Union Park, LLC, a Utah Limited Liability Company** ("Grantee"), whose mailing address is P.O. Box 3414, Colorado City, AZ 86021, that certain real property situated in Salt Lake County, Utah, as described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with any and all improvements thereto and all and singular the rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), **subject however to** all standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; as well as zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities, if any, affecting the Property and all matters set forth in Exhibit "B" attached hereto and made a part hereof for all purposes (all of the foregoing being collectively referred to as the "Permitted Exceptions"). Grantee, by its execution and acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Exceptions.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY,

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(G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PART THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

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TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its legal representative, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its legal representatives, 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, **subject**, however, to the Permitted Exceptions.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

All *ad valorem* taxes and assessments for the Property for the year in which this Special Warranty Deed is executed have been prorated by the parties hereto as of the date of this Special Warranty deed. By its execution and acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for the prior years becoming due by reason of a change or usage or ownership, or both, of the Property or any portion thereof.

The remainder of this page is left blank. The signature page(s) follow.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on April 14, 2015.

GRANTOR:

Federal Deposit Insurance Corporation as
receiver for Frontier Bank, FSB D/B/A El
Pasco Bank, Palm Desert, CA

By: 

Name:

Fillmore Crank Jr.

Title:

Attorney In Fact

GRANTEE:

7525 Union Park, LLC, a Utah Limited
Liability Company

By: <SEE COUNTER PART>

Name: Allen K. Zitting

Title: Manager

Mail Tax Statements to:

~~7525 Union Park, LLC
Palm Desert, CA 92261~~

IN WITNESS WHEREOF, this Special Warranty Deed is executed on April 22, 2015.

GRANTOR:

Federal Deposit Insurance Corporation as
receiver for Frontier Bank, FSB D/B/A El
Paseo Bank, Palm Desert, CA

By: <SEE COUNTERPART>

Name: _____

Title: Attorney in Fact

GRANTEE:

7525 Union Park, LLC, a Utah Limited
Liability Company

By: Allen K. Zitting

Name: Allen K. Zitting

Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me, on the 17 day of April, 2015, by FILLMORE CRANK, JR., Attorney in Fact for the **Federal Deposit Insurance Corporation as receiver for Frontier Bank, FSB D/B/A El Paseo Bank, Palm Desert, CA**, on behalf of said entity.

Shelly Campbell
Notary Public, State of Texas
Shelly Campbell
Notary Print name
My Commission Expires: 8/4/2016



~~STATE OF ARIZONA §
 §
COUNTY OF MOHAVE §~~

~~This instrument was acknowledged before me on the ____ day of April, 2015, by Allen K. Zitting, Manager of **7525 Union Park, LLC, a Utah Limited Liability Company**, on behalf of said entity.~~

~~_____
Notary Public, State of Texas

Notary Print name
My Commission Expires: _____~~

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

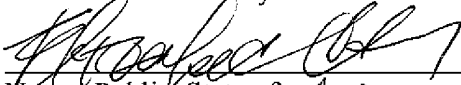
This instrument was ACKNOWLEDGED before me, on the ____ day of April, 2015, by _____, Attorney in Fact for the **Federal Deposit Insurance Corporation as receiver for Frontier Bank, FSB D/B/A El Paseo Bank, Palm Desert, CA**, on behalf of said entity.

Notary Public, State of Texas

Notary Print name
My Commission Expires: _____

STATE OF ARIZONA §
 §
COUNTY OF MOHAVE §

This instrument was acknowledged before me on the 22 day of April, 2015, by Allen K. Zitting, Manager of **7525 Union Park, LLC, a Utah Limited Liability Company**, on behalf of said entity.



Notary Public, State of Arizona

Elizabeth Cawley

Notary Print name
My Commission Expires: Aug 11, 2018

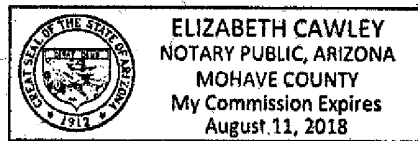


EXHIBIT "A"

PARCEL 1:

LOT 3A, OVERLOOK AT UNION POINT LOT 3 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN BOOK 2001P OF PLATS, AT PAGE 227 OF OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

LESS AND EXCEPTING THAT PROPERTY AS DISCLOSED BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED OCTOBER 06, 2005, AS ENTRY NO. 9515042, IN BOOK 9199, AT PAGE 8239.

A PART OF LOT 3A, OVERLOOK AT UNION POINT LOT 3 AMENDED, (FORMERLY LOT 3, OVERLOOK AT UNION POINT) A SUBDIVISION IN SANDY CITY, SALT LAKE COUNTY, UTAH, WITHIN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 3A AND RUNNING THENCE SOUTH 40°00'00" WEST 38.86 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, THENCE NORTH 50°00'51" WEST 15.44; THENCE SOUTH 39°59'09" WEST 13.86 FEET TO THE BACK OR NORTHEASTERLY SIDE OF THE EXISTING CONCRETE CURB AND GUTTER; THENCE NORTH 50°00'51" WEST 108.56 FEET ALONG THE BACK OF SAID CURB AND GUTTER AND SAID LINE EXTENDED TO THE NORTHWESTERLY LINE OF SAID LOT 3A; THENCE NORTH 40°00'00" EAST 40.20 FEET ALONG SAID NORTHWESTERLY LINE TO THE MOST NORTHERLY CORNER OF SAID LOT 3A; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3A THE FOLLOWING TWO COURSES: SOUTHEASTERLY ALONG THE ARC OF A 416.06 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 41.52 FEET (CENTRAL ANGLE EQUALS 5°43'04" AND LONG CHORD BEARS SOUTH 53°52'28" EAST 41.50 FEET) TO A POINT OF TANGENCY, AND SOUTH 56°44'00" EAST 83.17 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, APPURTENANT TO PARCEL 1, CREATED BY THAT CERTAIN DECLARATION OF RECIPROCAL ACCESS EASEMENT RECORDED AUGUST 23, 2001, AS ENTRY NO. 7983531, IN BOOK 8492, AT PAGE 5511 OF OFFICIAL RECORDS, WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEING 14.0 FEET WIDE ON THE NORTHWESTERLY SIDE AND 10.0 FEET ON THE SOUTHEASTERLY SIDE OF THE FOLLOWING DESCRIBED PORTION OF THE LOT LINE BETWEEN LOTS 3A AND 3B OF OVERLOOK AT UNION POINT LOT 3 AMENDED, A SUBDIVISION FILED IN BOOK 2001P OF PLATS, AT PAGE 227 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF A NORTH-SOUTH CROSS ACCESS ROAD, SAID POINT BEING EAST 1123.850 FEET AND SOUTH 56.218 FEET AND SOUTHEASTERLY ALONG THE ARC OF A 1001.690 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 76°21'57" EAST) THROUGH A CENTRAL ANGLE OF 47°40'43" A DISTANCE OF 833.55 FEET AND NORTH 55°57'21" EAST 50.00 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND

as

EXHIBIT "A"

MERIDIAN; AND RUNNING THENCE NORTH 55°57'21" EAST 15.00 FEET; THENCE NORTH 40°00'00" EAST 181.81 FEET.

PARCEL 1B:

TOGETHER WITH A COMMON EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY THAT CERTAIN DECLARATION OF RECIPROCAL ACCESS EASEMENT RECORDED AUGUST 23, 2001, AS ENTRY NO. 7983531, IN BOOK 8492, AT PAGE 5511.

Said property is also known by the street address of:
7525 South Union Park Avenue, Midvale, UT 84047

FDIC

1: F Crank

2: AFitchue_04/20/15

Date: 12/18/14



Exhibit "B"
[Permitted Exceptions]

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public record.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c), or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. Taxes for the year 2015 are now a lien not yet due and payable. Taxes for the year 2014 have been paid in the amount of \$15,818.89. Property I.D. No. 22-29-427-019.

"Lien arising as of January 1 for any unpaid personal property taxes which may be listed against the property described herein."
9. Said property is located within the boundaries of Sandy City and Cottonwood Improvement District, and is subject to the charges and assessments levied thereunder.
10. An easement(s) for the purposes and rights incidental thereto as shown or as offered for dedication on the recorded map.
11. The matters contained in a document captioned Covenants, Conditions and Restrictions (deleting therefrom any restrictions based on race, color or creed).
Recorded: October 11, 1996 as Entry No. 6479233 in Book 7510 at Page 2077 of Official Records.
12. The terms, covenants and conditions of that certain Declaration of Reciprocal Access Easement;
Recorded: August 23, 2001 as Entry No. 7983531 in Book 8492 at Page 5511 of Official Records.
13. Rights of tenant(s) in the land, if any, and rights of all parties claiming by, through or under said tenant(s).
14. Claim, right, title or interest to water or water rights whether or not shown by the public records.