

9643608
2/22/2006 3:48:00 PM \$29.00
Book - 9258 Pg - 580-587
Gary W. Ott
Recorder, Salt Lake County, UT
TALON GROUP
BY: eCASH, DEPUTY - EF 8 P.

After Recording, Return To:
Nancy Mauriello, APC
23201 Lake Center Drive, Suite 300
Lake Forest, CA 92630

SPECIAL WARRANTY DEED

Mariemont Holdings, LLC, a Utah limited liability company, Grantor, whose address is 329 West Pierpont, #200, Salt Lake City, Utah 84101, hereby CONVEYS AND WARRANTS against all who claim by, through or under the Grantor to FPA Sandy Mall Associates, LLC, a Delaware limited liability company, whose address is 23201 Lake Center Drive, Suite 330, Lake Forest, CA 92630, Grantee, for the sum of TEN and no/100 DOLLARS, the following described real property located in Salt Lake County, State of Utah, to wit:

SEE EXHIBIT "A" ATTACHED HERETO;

Subject to the exceptions, encumbrances and other matters described in Exhibit "B" attached hereto.

WITNESS the hand of said Grantor this 16 day of February, 2006.

MARIEMONT HOLDINGS, LLC, a Utah limited liability company

By 
Clement C. Moore II, Its Manager

TALON 181442

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

The following described real property is located in Salt Lake County, Utah:

PARCEL 1:

Beginning at a point on the East line of 700 East Street, said point being South 0°21'30" East 820.97 feet and North 89°32'25" East 53.00 feet from a Salt Lake County Monument at the intersection of 9400 South and 700 East Streets, and said monument is the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°21'30" East along said East line of 700 East Street 323.19 feet; thence South 88°59'30" East 1270.41 feet and abutting the North line of Green Willows Subdivision to the Northeast Corner of Lot 32, of said Subdivision; thence North 0°06'56" West 562.63 feet along the Westerly side of an irrigation ditch and also along the West line of White City No. 1 Subdivision, and extension thereof; thence North 89°12'10" West 35.70 feet; to the East line of that property (Parcel 2) as described in a Quit Claim Deed by and between Jerry's Sporting Center, Grantor, and Walter G. Nelson and Dixie Nelson, Grantees, said Quit Claim Deed was recorded March 17, 1978 as Entry No. 3079504, in Book 4640, at Page 1157; thence along the perimeter of said Nelson Properties (Parcels 1 and 2), the following five (5) courses: South 0°21'30" East 75.00 feet, North 89°12'10" West 102.00 feet, North 0°21'30" West 165.00 feet, North 89°12'10" West 33.00 feet, North 0°21'30" West 306.75 feet; thence North 89°12'10" West 255.00 feet; thence South 0°21'30" East 612.98 feet; thence South 89°32'25" West 846.83 feet to the point of beginning.

LESS and EXCEPTING therefrom Parcel 1 the following two (2) tracts:

Tract 1: Lot 1: Beginning at a point South 0°21'30" East 1110.79 feet and South 88°59'30" East 197.02 feet from a Salt Lake County Monument at the intersection of 9400 South Street and 700 East Streets, said monument being the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and said monument also being North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°27'35" West 150.28 feet; thence North 89°32'25" East 124.47 feet; thence South 00°27'35" East 18.00 feet; thence North 89°32'25" East 145.00 feet; thence South 00°27'35" East 139.19 feet; thence North 88°59'30" West 269.56 feet to the point of beginning.

Tract 2: Lot 2: Beginning at a point South 0°21'30" East 1110.79 feet and South 88°59'30" East 526.60 feet from a Salt Lake County Monument at the intersection of 9400 South and 700 East Streets, said monument being the Northwest Corner of Section 8, Township 3

South, Range 1 East, Salt Lake Base and Meridian, and said monument also being North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°27'35" West 158.72 feet; thence South 78°02'53" East 88.40 feet; thence South 00°27'35" East 17.00 feet; thence North 89°32'25" East 95.00 feet; thence North 00°27'35" West 22.57 feet; thence North 89°32'25" East 109.79 feet; thence South 00°27'35" East 152.76 feet; thence North 88°59'30" West 291.21 feet to the point of beginning.

PARCEL 2:

Beginning at a point on the East line of 700 East Street, said point being South 0°21'30" East 820.97 feet and North 89°32'25" East 53.00 feet from a Salt Lake County Monument in the Intersection of 9400 South and 700 East Streets and said monument is the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence North 0°21'30" West 59.11 feet; thence North 89°10'52" East 421.85 feet; thence North 84°26'57" East 72.95 feet; thence North 89°27'44" East 352.34 feet; thence South 0°21'30" East 68.72 feet; thence South 89°32'25" West 846.83 feet to the point of beginning.

PARCEL 3:

Beginning on the South line of 9400 South Street, said point being South 89°12'10" East 168.00 feet and South 0°21'30" East 53.00 feet from a Salt Lake County Monument at the intersection of 9400 South and 700 East Streets and said monument is the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and said monument is also North 29°33'10" West 44.81 feet from point recited in some deeds as being the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian, running thence South 89°12'10" East 987.00 feet along said South line of said 9400 South Street; thence South 0°21'30" East 135.25 feet; thence North 89°12'10" West 255.00 feet; thence South 0°21'30" East 544.26 feet; thence South 89°27'44" West 352.34 feet; thence South 84°26'57" West 72.95 feet; thence South 89°10'52" West 421.85 feet to the East line of 700 East Street; thence North 0°21'30" West 572.70 feet along said East line of said 700 East Street; thence South 89°12'10" East 115.00 feet; thence North 0°21'30" West 135.00 feet to the point of beginning.

LESS AND EXCEPTING from Parcel 3 above that portion contained in that certain Order of Immediate Occupancy recorded December 16, 2005 as Entry No. 9585225 in Book 9231 at Page 3546 of Official Records, and more particularly described as follows:

A parcel of land in fee, being part of an entire tract of property, situate in the NW¼NW¼ of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning in the Westerly boundary line of said entire tract at a point 722.54 feet South 00°21'30" East along the section line, and 53.01 feet South 89°12'10" East from the Salt Lake County monument at the intersection of 9400 South and 700 East Streets, said monument is the Northwest Corner of said Section 8, and said monument is also North 29°33'10" West 44.81 feet from a point recited in some deeds as being the Northwest Corner of said Section 8, and running thence North 00°21'30" West 71.22 feet along the said Westerly boundary line; thence South 89°12'10" East 3.00 feet; thence South 00°21'30" East 71.22 feet along a line that is parallel with and 56.00 feet perpendicularly distant Easterly from the monument line of 700 East Street; thence North 89°12'10" West 3.00 feet to the point of beginning.

PARCEL 4:

Together with the easement and parking rights as contained in that certain Restrictive Covenants, Easements and Maintenance Agreement recorded March 18, 1998 as Entry No. 6855235 in Book 7913 at Page 635 of Official Records.

Said property is also known by the street address of:
830 East 9400 South, Sandy, UT 84094

Tax Parcel Nos.: 28-08-101-045-0000, 28-08-101-046-0000, 28-08-101-047-0000, 28-08-101-048-0000, 28-08-101-049-0000, and 28-08-101-052-0000

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Taxes for the year 2006 and subsequent years.
2. The Property is within the boundaries of Sandy City, the Sandy Suburban Improvement District and the White City Water Improvement District and is subject to the levies and assessments thereof.
3. The terms and provisions contained in the document entitled Right of Way Agreement in favor of Sandy Suburban Improvement District recorded April 1, 1975 as Entry Nos. 2695505, 2695506, 2695524 and 2695525 of Official Records. And recorded April 23, 1980 as Entry No. 3426308 in Book 4092 at Page 407 of Official Records.

Said Right of Way Agreements were partially abandoned and restated by that certain Partial Abandonment of Easement recorded July 15, 1988 as Entry No. 4650494 in Book 6047 at Page 1572 of Official Records.

4. An easement over, across or through the land for the right to construct, operate, maintain and remove such communication and other facilities and incidental purposes, as granted to The Mountain States Telephone and Telegraph Company, a Colorado corporation, by Instrument recorded February 9, 1978 as Entry No. 3063015 in Book 4622 at Page 1157 of Official Records.

5. The terms and provisions contained in the document entitled "Easement Agreement", by and between South Village, Inc. and Chevron U.S.A. Inc. recorded October 10, 1979 as Entry No. 3348509 in Book 4961 at Page 537 of Official Records.

6. The terms and provisions contained in the document entitled "Right of Way and Easement Grant", in favor of Mountain Fuel Supply Company, recorded May 9, 1988 as 4621350 in Book 6027 at Page 1245 of Official Records.

7. The terms and provisions contained in the document entitled "Right of Way and Easement", in favor of The Mountain States Telephone and Telegraph Company, a Colorado corporation, recorded July 7, 1988 as Entry No. 4646985 in Book 6045 at Page 504 of Official Records.

8. The terms and provisions contained in the document entitled "Easement (Sandy Mall - Main Line)," in favor of Sandy Suburban Improvement District, a body politic of the State of Utah, recorded July 15, 1988 as Entry No. 4650539 in Book 6047 at Page 1697 of Official Records.

9. The terms and provisions contained in the document entitled "Easement (Sandy Mall - Line "A")," in favor of Sandy Suburban Improvement District, a body politic of the State of Utah, recorded July 15, 1988 as Entry No. 4650540 in Book 6047 at Page 1699 of Official Records.

10. The terms and provisions contained in the document entitled "Easement (Sandy Mall – Line "B")," in favor of Sandy Suburban Improvement District, a body politic of the State of Utah," recorded July 15, 1988 as Entry No. 4650541 in Book 6047 at Page 1701 of Official Records.

11. All of the terms and provisions set forth and contained in that certain Lease between Sandy Development Partners (Landlord), as Lessor, and Cinemark USA, Inc., a Texas corporation (Tenant), as Lessee, a memorandum of which is recorded October 14, 1988, as Entry No. 4688073 in Book 6072 at Page 2185 of Official Records.

The terms and provisions contained in the document entitled Amended and Restated Memorandum of Lease by and between Sandy Development Partners (Landlord) and Cinemark USA, Inc., a Texas corporation (Tenant) recorded April 26, 1991 as Entry No. 5057276 in Book 6309 at Page 2544 of Official Records.

12. The terms and provisions contained in the document entitled "Right of Way and Easement Grant," in favor of Mountain Fuel Supply Company, recorded May 4, 1989 as Entry No. 4766860 in Book 6123 at Page 1267 of Official Records.

13. The terms and provisions contained in the document entitled "Right of Way and Easement Grant," in favor of Mountain Fuel Supply Company, recorded May 4, 1989 as Entry No. 4766861 in Book 6123 at Page 1269 of Official Records.

14. The terms and provisions contained in the document entitled "Right of Way and Easement Grant," in favor of Mountain Fuel Supply Company, recorded September 15, 1989 as Entry No. 4823386 in Book 6159 at Page 986 of Official Records.

15. The terms and provisions contained in the document entitled "Right of Way and Easement Grant," in favor of Mountain Fuel Supply Company, recorded September 15, 1989 as Entry No. 4823387 in Book 6159 at Page 988 of Official Records.

16. The terms and provisions contained in the document entitled "Easement," in favor of U S West Communications, Inc., a Colorado corporation, recorded December 3, 1991 as Entry No. 5163518 in Book 6383 at Page 671 of Official Records.

17. All of the terms and provisions contained in that certain Lease between Mariemont Corporation, an Ohio corporation (Landlord), as Lessor, and PNS Stores, Inc., a California corporation (Tenant), as Lessee, a memorandum of which is recorded August 18, 1995 as Entry No. 6146148 in Book 7210 at Page 350 of Official Records.

18. The terms and provisions contained in the document entitled "Easement Agreement", by and between Mariemont Holdings, LLC and Chevron U.S.A., Inc., recorded April 10, 1997 as Entry No. 6616190 in Book 7640 at Page 746 of Official Records.

19. Any covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain declarations recorded March 18, 1998 as Entry No. 6895235 in

Book 7913 at Page 635 of Official Records, and any amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenant, condition or restriction violates 42 USC 3604(c).

20. The terms and provisions contained in the document entitled "Easement Agreement", in favor of US West Communications, Inc., a Colorado corporation, recorded October 13, 1998 as Entry No. 7117146 in Book 8123 at Page 516 of Official Records.

21. The terms and provisions contained in the document entitled "Grant of Easement for Water Lines", in favor of Sandy City Corporation, recorded June 6, 2000, as Entry No. 7653610 in Book 8366 at Page 2885 of Official Records.

22. All of the terms and provisions set forth and contained in that certain Lease between Sandy Development Partners, a Utah partnership (subsequently assigned to Mariemont Holdings, LLC) (Landlord), as Lessor, and Norwest Financial Utah Inc. (now known as Wells Fargo Financial Utah, Inc.) (Tenant), as Lessee, a memorandum of which is recorded as Entry No. 8798890 in Book 8874 at Page 7216 of Official Records.

23. Term Loan Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated March 31, 2005, by and between Mariemont Holdings, LLC, a Utah limited liability company, as Trustor, in favor of U.S. Bank National Association, as Trustee, and U.S. Bank National Association, as Beneficiary, to secure an original indebtedness of \$13,500,000.00 and any other amounts or obligations secured thereby, recorded April 1, 2005, as Entry No. 9338958, in Book 9113, at Page 4861 of Official Records.

24. An Assignment of Rents and Leases recorded April 1, 2005, as Entry No. 9338959, in Book 9113, at Page 4890 of Official Records, wherein Mariemont Holdings, LLC, a Utah limited liability company, assigns all rents, leases, income and profits accruing from the land to U.S. Bank National Association.

25. Easements as contained in that certain Order of Immediate Occupancy recorded December 16, 2005, as Entry No. 9585425, in Book 9231, at Page 3546 of Official Records.

26. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Bush & Gudgell on January 7, 2005, designated Job Number 47130:

A building on the East portion lies within the 30 foot building set back.

A power with overhead power lines and guy wire on the East without benefit of an easement.

A storm drain on the East connects to a catch basin and then exits the property.

A planter on the West lies on top of an easement shown herein as Exception Nos. 3 and 8 above.