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9980 South 300 West, Suite 140
Sandy, UT 84070

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ALLEGIS LAW PLLC
9980 S 300 W #140
SANDY UT 84070
BY: DOB, DEPUTY - MA 3 P.

Parcel No: 16-22-107-001-2000

SPECIAL WARRANTY DEED

Alice Merrill Simonsen, as trustee of the Robert D. Merrill Family Trust, of 2968 East Keeper Lane, City and County of Salt Lake, State of Utah, Grantor, hereby conveys and warrants for the sum of ten dollars (\$10.00) and other good and valuable consideration her interest in the below described real property in Salt Lake County, State of Utah to R and A Merrill Group, a limited liability company, organized under the laws of the state of Utah on the 7th day of Feb., 2013:

See Attached Exhibit A.

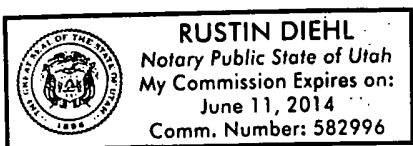
Also known as: 2112 East 2100 South, Salt Lake City, Utah, 84109.

WITNESS the hand of said grantor, this 7th day of Febr, 2013.

Alice Merrill Simonsen
Alice Merrill Simonsen

STATE OF UTAH)
COUNTY OF SALT LAKE)
):ss

On this 7th day of February 2013, personally appeared before me Alice Merrill Simonsen, the signer of the foregoing instrument and who duly acknowledged to me that she executed the same.




Rustin Diehl, NOTARY PUBLIC

The foregoing instrument was prepared by Allegis Law, PLLC, 9980 South 300 West, Sandy, UT 84070
THE LEGAL DESCRIPTION AND STATED TITLE OWNER(S) CONTAINED HEREIN WERE SUPPLIED BY THE PARTY(IES),
AND THE DRAFTER ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS THEREOF

Exhibit A

Beginning at the point of intersection of the east line of 21st East Street with the south line of 21st South Street, which point is 259.5 feet North 0°41'30" East from the Northwest corner of Lot 3, Block 1, Country Club Acres; and running thence South 89°30' East along the south line of 21st South Street a distance of 165 feet; thence South 0°41'30" West a distance of 135 feet; thence North 89°30' West a distance of 165 feet to the east line of 21st East Street; thence North 0°41'30" East a distance of 135 feet along the east line of 21st East Street to the point of beginning.

EXCEPTING therefrom the following described property previously conveyed to SALT LAKE CITY, a municipal corporation of the State of Utah, in that certain Quit Claim Deed dated February 10, 1972, and recorded February 18, 1972, as Entry No. 2438347, in Book 3043, at Page 790, of Official Records, and in that certain Quit Claim Deed dated December 6, 1974, and recorded December 23, 1974, as Entry No. 2673523, in Book 3750, at Page 110 of Official Records:

COMMENCING at the Northwest corner of Lot 3, Block 1, COUNTRY CLUB ACRES; thence North 0°41'30" East 259.5 feet to the South line of 21st South Street and the true point of beginning; thence running South 89°30' East along the South line of 21st South Street a distance of 15.00 feet; thence South 45°24'16" West 21.18 feet, more or less, to a point on the East line of 21st East Street, a distance 15.00 South from its intersection with the South line of 21st South Street; thence North 0°41'30" East 15.00 feet to the true point of BEGINNING.

SUBJECT TO:

1. That certain Deed of Trust With Assignment of Rents dated August 01, 2008, between Midway Main Street Property, LLC, its successors and assigns, collectively as Trustor, First American Title Insurance Agency, LLC, as Trustee, and Richard Hines, an individual (10/45 interest), Ron Saltmarsh, an individual (10/45 interest), Jack Zenger, an individual (8/45 interest), Bill Beecher, an individual (10/45 interest), Bill Madsen, an individual (5/45 interest), and Jerry Jones, an individual (2/45 interest), their successors and assigns, collectively as Beneficiary, recorded August 04, 2008, as Entry No. 338653, in Book 972, at Page 42-50 of Official Records.
2. That certain Lease, Ground Lease and Lease Rider dated April 2, 1987, between Jerry L. Brown, Richard K. Sager, and Merrill Investment Company, collectively as Lessor, and Amoco Oil Company, as Lessee, recorded May 6, 1987, as Entry No. 4451935, in Book 5914, at Page 484 of Official Records, as modified by that certain Extension of Lease dated August 15, 1997, and as modified by that certain Second Amendment to Lease dated May 23, 2012.

This deed is made expressly subject to the encumbrances and leasehold instruments mentioned in this deed. As part of the consideration for this deed,

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Grantee expressly assumes such encumbrances and leasehold instruments, including, insofar as it relates to the respective interests of Grantors, the payment in full of the unpaid balance of the Trust Deed Note which is secured by the aforementioned Trust Deed With Assignment of Rents dated August 01, 2008, according to its face, tenure, and effect. Grantee further expressly assumes by the acceptance of this deed all of the agreements, rights, duties, and obligations of Grantors in and under the leasehold instruments mentioned above. From the date of this deed, Grantee shall expressly stand in place of Grantors in regards to the rights and duties under such encumbrances and leasehold instruments and in every other respect.

This deed is also made expressly subject to all existing and recorded restrictions, exceptions, reservations, easements, rights-of-way, conditions, and covenants of whatever nature, if any, and is expressly subject to all municipal, city, county, and state zoning laws and other ordinances, regulations, and restrictions, including statutes and other laws of municipal county, or other governmental authorities applicable to and enforceable against the described property.

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