

This instrument prepared by:

Wal-Mart Stores, Inc.  
2001 S.E. 10<sup>th</sup> Street  
Bentonville, AR 72716-0550  
Attn: Sergio Cabrera

E 1955712 B 3461 P 404  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 JAN 23 9:02 AM FEE 16.00 DEP MT  
REC'D FOR BONNEVILLE TITLE COMPANY, INC

After recording return to:

Fidelity National Title Insurance Company  
717 North Harwood Street, Suite 800  
Dallas, TX 75201  
Attn: Rod Faris

14-352-6007

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED made this DECEMBER 9, 2003, between **WAL-MART STORES, INC.**, a Delaware corporation, with a corporate address of 702 S.W. 8<sup>th</sup> Street, Bentonville, AR 72716 ("Grantor"), and **NOVASOURCE UTAH, L.C.**, a Utah limited liability company, with an address of 2180 South 1300 East, Suite 410, Salt Lake City, UT 84016 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, containing 0.72 ACRES, more or less, situated, lying, and being in the City of Clinton, Weber County, Utah, as more particularly described to wit:

DAVIS

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record, and subject to the following conditions and restrictions:

- (a) Grantee covenants that the Property shall only be used for purposes of the kind typically found in shopping centers, including, but not limited to, offices, restaurants, and retail shops.
- (b) Grantee further covenants that the Property shall not be used for or in support of the following: (i) a discount store in excess of eight thousand (8,000) square feet in floor size, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store; (ii) gas station, quick lube/oil change facility, automobile tire sales; (iii) movie theater, bowling alley, health spa/fitness center; or (iv) adult book store, bar, night club, billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages.
- (c) Grantee further covenants that only one (1) one-story building may be erected on said Property, which building, so long as the applicable parking ratio required herein is met, shall not exceed twenty-two (22) feet in height.
- (d) Grantee further covenants that in the event the Property is used for a restaurant, there shall not be less than twelve (12) parking spaces on the Property for every one thousand (1,000) square feet of floor building area thereon; for all other uses permitted hereunder there shall not be less than five (5) parking spaces per one thousand (1,000) square feet of floor building area on the Property.
- (e) Grantee further covenants that: (i) only signs advertising business located on the Property may be erected thereon; (ii) the Property and all improvements erected or constructed thereon shall be maintained in good condition and repair; and (iii) the exterior of which shall not be constructed of metal.
- (f) Grantor reserves the right to reasonable approve, prior to commencement of any construction by Grantee of any buildings or improvements on the Property, Grantee's: (i) site plans, (ii) utility plans including connections, (iii) grading plans including stormwater management, (iv) setbacks from lot lines, (v) location and dimensions of parking areas and spaces, driveways, and service areas, (vi) landscaping plans, (vii) the placement of Grantee's building(s) and other improvements including square footage of building(s), (viii) exterior elevations and (ix) signage ("Development Plan") prepared by certified/licensed architects and/or engineers and conforming with the restrictions set forth above. Grantee shall deliver said Development Plan to Grantor for its approval. Grantor shall have thirty (30) days after receipt of the Development Plan from Grantee to approve or disapprove the Development Plan in writing; provided, however, to the extent that the

Development Plan incorporates a prototypical Sonic drive-in restaurant, then Wal-Mart hereby approves thereof, subject to those aspects of the Development Plan which are specific to the site. A prototypical Sonic drive-in restaurant shall be that which is materially similar to the prototype plan dated on or about March 6, 2002, previously submitted to Wal-Mart. In the event that Purchaser materially changes its prototype for a Sonic drive-in restaurant from that depicted in the March 6, 2002, plans, then Purchaser shall re-submit to Wal-Mart the plans for the new prototypical design for approval. Wal-Mart's failure to timely disapprove the Development Plan shall be deemed Wal-Mart's approval thereof. If the Development Plan is disapproved, Grantor shall give the reasons for such disapproval, and Grantee shall resubmit to Grantor a revised Development Plan incorporating Grantor suggested revisions within thirty (30) days from the date of Grantee's receipt of Grantor's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved.

- (g) All such covenants, conditions, restrictions and approval rights shall remain in effect for a period of fifty (50) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated company, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated company, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record and the covenants, conditions, and restrictions as stated herein, and subject to real property taxes for the year of 2003, and thereafter.

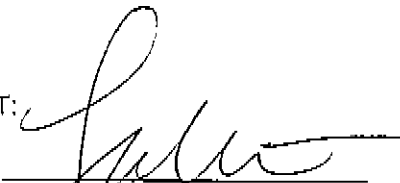
[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Director of Building Development of the Grantor, Wal-Mart Stores, Inc., and caused its corporate seal attested by its Assistant Secretary to be hereto affixed the day and year first above written.


**WAL-MART STORES, INC.**  
a Delaware corporation

ATTEST:

BY:

  
Latriece Watkins  
Assistant Secretary

BY:

  
J. Scott Greear  
Director of Building Development

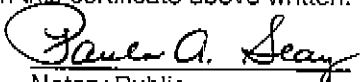


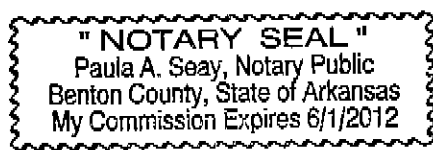
ACKNOWLEDGEMENT

STATE OF ARKANSAS        )  
  ) §  
COUNTY OF BENTON        )

In the State of Arkansas, County of Benton, on this 9<sup>th</sup> day of December, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. Scott Greear to me personally known, who being by me duly sworn did say that he is the Director of Building Development of the Grantor in the foregoing special warranty deed, and that the seal thereto affixed is the seal of said Wal-Mart Stores, Inc., and that said special warranty deed was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J. Scott Greear acknowledged said special warranty deed to be the free act and deed of said corporation.

WITNESS my hand and notarial seal subscribed and affixed in said county and state, the day and year in this certificate above written.

BY:   
Notary Public



P 407

Exhibit "A"

[Legal Description]

All of Lot 7, CLINTON PINES SUBDIVISION PHASE 2, Clinton City, Davis County, Utah,  
according to the official plat thereof.