

**WHEN RECORDED, PLEASE RETURN TO:**

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Kimball, Parr, Waddoups, Brown & Gee  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
1995 NOV 07 16:39 PM FEE \$16.00 BY DMG  
REQUEST: KIMBALL PARR WADDOWS BROWN & G

**SPECIAL WARRANTY DEED AND TERMINATION OF  
GROUND LEASE WITH OPTION TO PURCHASE LAND  
[Snow Creek Crossing, L.C./Christensen & Larson Investment Company]**

THIS INSTRUMENT is executed as of the 7th day of November, 1995, by SNOW CREEK CROSSING, L.C., a Utah limited liability company ("Grantor"), whose address is 349 South 200 East, Suite 440, Salt Lake City, Utah 84111, in favor of CHRISTENSEN & LARSON INVESTMENT COMPANY, a Utah corporation ("Grantee"), whose address is 2040 East Murray-Holladay Road, Suite 300, Salt Lake City, Utah 84117.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby conveys and warrants to Grantee against all persons claiming by, through or under Grantor, but not otherwise, certain real property (the "Property") located in Summit County, Utah, described as follows:

Lot 8, SNOW CREEK CROSSING SUBDIVISION, according to the official plat thereof on file and of record with the Summit County Recorder.

SUBJECT TO current taxes and assessments and all rights-of-way, easements, restrictions, reservations and other matters of record or enforceable at law or in equity, other than any mortgage, deed of trust or similar monetary lien placed on the Property by Grantor. Any claim for damages for the breach of any of the warranties arising under this instrument or applicable law shall be satisfied solely from the interest in the real property conveyed. Grantor shall not be liable at law or in equity to Grantee or its successors or assigns for the breach of any of such warranties.

GRANTOR ALSO QUITCLAIMS to Grantee all buildings, other structures, landscaping, parking lots and walkways on, and fixtures attached to, the Property (including, without limitation, plumbing, electrical, heating, ventilating, air conditioning and other lines and systems) and other physical improvements located on or affixed to the Property, and all appurtenant easements and rights-of-way and all other appurtenances in any way appertaining to the Property.

GRANTOR AND GRANTEE AGREE as follows with respect to the Ground Lease with Option to Purchase Land (the "Lease"), dated March 18, 1994, entered into between Grantor, as landlord, and Wind River Petroleum, a Utah corporation ("Wind River"), as tenant, a notice of which styled "Notice of Ground Lease with Option to Purchase Land," dated March 18, 1994, was recorded March 23, 1994 as Entry No. 400776 in Book 794 at Page 508 of the official records (the "official records") of the Summit County Recorder, the tenant's interest in which Lease has been assigned to Grantee pursuant to an Assignment of Lease, dated April 6, 1994, entered into between

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November 7, 1995

Wind River, as assignor, Grantee, as assignee, and Grantor, as landlord, and recorded April 22, 1994 as Entry No. 402977 in Book 801 at Page 423 of the official records:

- (i) Grantor represents and warrants to Grantee that Grantor is the holder of all right, title and interest of the landlord under the Lease;
- (ii) Grantee represents and warrants to Grantor that Grantee is the holder of all right, title and interest of the tenant under the Lease;
- (iii) the Lease and all right, title and interest of Grantor and Grantee under the Lease are terminated;
- (iv) the Lease shall, as of the date of this instrument, have no further force or effect;
- (v) all terms, covenants and conditions of the Lease have been fully performed and complied with in all respects; and
- (vi) Grantor and Grantee forever release and discharge each other from all rights, duties, obligations, claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees) related to, connected with or arising from the Lease, except as set forth in the immediately following paragraph.

GRANTEE SHALL indemnify, defend and hold harmless Grantor and Grantor's managers, members, employees and agents from and against all demands, claims, causes of action, judgments, losses, damages (including consequential damages), liabilities, fines, penalties, costs and expenses, including attorneys' fees, arising from the occupancy or use of the Property by Grantee or Wind River or any employee, agent, licensee or invitee of Grantee or Wind River, any hazardous substances, hazardous wastes, pollutants or contaminants deposited, released or stored on the Property at any time, whether prior to, on or after the date of this instrument, the conduct of Grantee's or Wind River's business on the Property, any act or omission done, permitted or suffered by Grantee or Wind River or any employee, agent, licensee or invitee of Grantee or Wind River, any injury or damage to the person, property or business of Grantee or Wind River or any employee, agent, licensee or invitee of Grantee or Wind River or any litigation commenced by or against Grantee or Wind River to which Grantor is made a party without willful misconduct or gross negligence on the part of Grantor. If any action or proceeding is brought against Grantor or Grantor's managers, members, employees or agents by reason of any of the matters set forth in the preceding sentence, Grantee, on notice from Grantor, shall defend Grantor at Grantee's expense with counsel reasonably satisfactory to Grantor. Grantor and Grantee acknowledge that the Property is currently contaminated with certain substances, including hydrocarbons. Grantee is intimately familiar with such contamination, and acknowledges that the foregoing indemnity is specifically intended to cover such contamination, among other things. Any remediation required on or in connection with the Property shall be the sole obligation of Grantee, and shall be accomplished without any cost or expense to Grantor. The provisions set forth in the foregoing portion of this paragraph constitute covenants running with the land and shall be binding on Grantee and inure to the benefit of Grantor and their respective successors and assigns, but shall not be enforceable by, and do not create any rights in, any third party.

GRANTOR AND GRANTEE have executed this instrument on the respective dates set forth below, to be effective as of the date first set forth above.

GRANTOR:

SNOW CREEK CROSSING, L.C.

By

  
Fred W. Fairclough, Jr.  
Manager

Date

11/7/95

GRANTEE:

CHRISTENSEN & LARSON INVESTMENT  
COMPANY

By

Its

  
Pres.

Date

11/7/95

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State of Utah )  
County of Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 7th day of November, 1995,  
by Fred W. Fairclough, Jr., the Manager of Snow Creek Crossing, L.C.

(Seal)

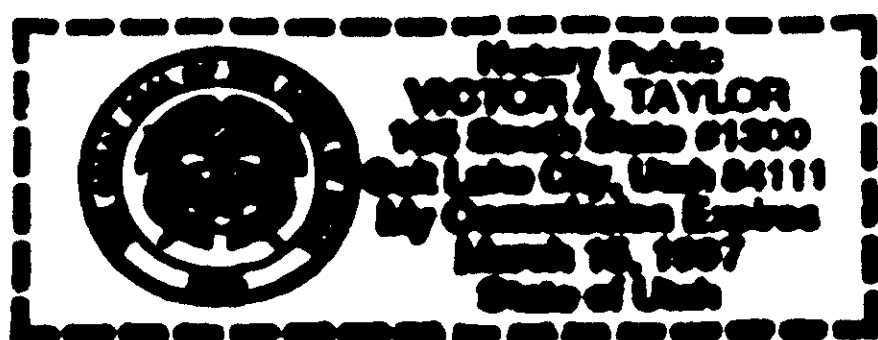
Jill C. Self  
Notary Public

My Commission Expires:

Residing at:

3/15/97

Davis County, Utah



State of Utah )  
County of Salt Lake ) ss.

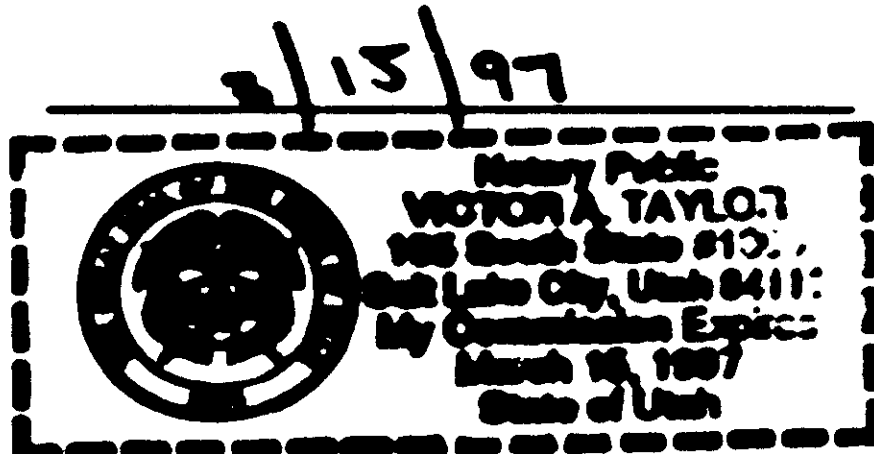
The foregoing instrument was acknowledged before me this 7th day of November, 1995,  
by Kath S. Christensen, the President  
of Christensen & Larson Investment Company.

(Seal)

Jill C. Self  
Notary Public

My Commission Expires:

Residing at:



Davis County, Utah

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