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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: DOROTHY SINFIELD, DEPUTY

SPECIAL WARRANTY DEED

CENTENNIAL PARK, LIMITED, a Utah limited partnership, whose address is 1505 South Redwood Road, P.O. Box 30076, Salt Lake City, Utah 84130, hereby conveys to GOLDEN ALLIANCE INVESTORS, a Utah limited partnership, whose address is 1765 South 4250 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the land in the County of Salt Lake, State of Utah, more particularly described in Exhibit A attached hereto and hereby made a part hereof, and warrants the title thereto against the lawful claims of all persons claiming by, from or under Grantor, but against none other.

This deed is made SUBJECT to the following:

- (a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises described in Exhibit A which became or may become due and payable in the year 1991 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, said date being the // day of June, 1991; and Grantee assumes and agrees to pay, or to reimburse Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year.
- (b) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by Grantee on and after the date of delivery of this deed by Grantor to Grantee, and any and all restrictions and limitations imposed by public authority, and any easements, restrictions and/or outstanding rights of record, and exceptions, reservations and conditions contained in prior deeds or open and obvious on the ground, including, but not

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limited to, the exception and reservation of all minerals and mineral rights.

The land described in Exhibit A is conveyed by Grantor subject to the following covenant, condition and restriction which Grantee by the acceptance of this deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Grantee, for itself, its successors and assigns, agrees to join in any petition to Salt Lake City that may reasonably be required to establish a local improvement district for street lighting in Centennial Industrial Park and Grantee further agrees, for itself, its successors and assigns, to assume Grantee's proportionate share of assessments levied by Salt Lake City upon the lands described in Exhibit A for the construction, maintenance and operation of said street lighting system.

Grantee, for itself, its successors and assigns, agrees to join in any petition to Salt Lake City that may reasonably be required to establish a local improvement district for street lighting along 1730 South Street and 4490 West Street, and Grantee further agrees, for itself, its successors and assigns, to assume Grantee's proportionate share of assessments levied by Salt Lake City upon the land hereby conveyed for the construction, maintenance and operation of said street lighting system.

The foregoing covenant, condition and restriction shall run with the land hereby conveyed, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings. It is understood, however, that the breach of the covenant, condition and restriction shall not defeat or render invalid the lien of any mortgage on the land described in Exhibit A made in good faith and for value; PROVIDED, however, that any breach, or the continuance thereof, may be enjoined, abated or remedied by proper proceedings as aforesaid; and PROVIDED FURTHER, that each of the foregoing covenant, condition and restriction shall at all

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times remain in full force and effect against the land described in Exhibit A, or any part thereof, title to which is obtained by foreclosure of any such mortgage.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed this 14 day of June, 1991.

CENTENNIAL PARK, LIMITED, By Kulmer & Schumacher, General Partner

In Presence of:	By Muh Partner(
STATE OF UTAH COUNTY OF SALT LAKE	) : ss. )
The foregoing instrument was acknowledged before me this 14 day of	
	NOTARY PUBLIC

Mesici.

My Commission Expires: 13/0/93



Notary Public RICHARD P. BRADY 1444 E. Sandpiror Way #23 Salt Lako City, Utah 84117 My Commission Expires Decomber 6, 1993 State of Utah

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## EXHIBIT A

## PARCEL A

All of Lot 7, Centennial Industrial Park, Phase V, Salt Lake City, Salt Lake County, Utah, the plat which was recorded on August 3, 1979, as Entry No. 3316753, records of said County, and also a parcel of land adjoining said Lot 7 being in the West Half (W 1/2) of Section 18, Township 1 South, Range 1 West of the Salt Lake Base Meridian, said parcel being more particularly described as follows:

Beginning at the southwest corner of said Lot 7; thence along the westerly prolongation of the southerly line of said Lot 7, South 89° 52′ 37" West, 175.00 feet; thence parallel with the westerly line of said Lot 7,N00° 7′ 23" West, 300.00 feet to a point on the westerly prolongation of the northerly line of said Lot 7; thence along said westerly prolongation, North 89° 52′ 37" East, 175.00 feet to the northwest corner of said Lot 7; thence along the westerly line of said Lot 7, South 00° 7′ 23" East, 300.00 feet to the point of beginning.

## PARCEL B

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A parcel of land situate in the West Half (W 1/2) of Section 18, Township 1 South, Range 1 West of the Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Ucah, said parcel being a portion of Lot 14, Centennial Industrial Park, Phase V, recorded August 3, 1979 as Entry No. 3316753, Records of said County, bounded and described as follows:

BEGINNING at the most Northerly corner of said Lot 14, said corner being the most Northerly corner of a parcel of land Conveyed by Union Pacific Land Resources Corporation to Los Angeles and Salt Lake Railroad Company, by Quitclaim Deed dated March 21, 1980, said corner also being the beginning a non-tangent curve, concave Southwesterly, point a radial line bears North 62'50'05" East, 459.28 feet; thence along the Westerly boundary of said conveyed parcel and along the Westerly line of said lot 14, the following (2) courses:

- 1) Southeasterly, along said curve, through a central angle of 27'02'32', 216.77 feet;
- 2) South 0'07'23' East, 729.97 feet to the Southwest corner of said conveyed parcel;

thence along the Southerly line of said conveyed parcel, North 89'52'37' East, 231.50 feet to a Westerly corner of a parcel of land conveyed by Union Pacific Land Resources Corporation to Wheeler Machinery Company, by Warranty Deed dated April 11, 1980; thence along the boundary of said conveyed parcel, the following two (2) courses:

- South 45'07'23" East, 231.26 feet; 1)
- South 0'07'23" East, 102.98 feet to a point on a non-2) to which point tangent curve, concave Easterly, radial line bears North 0'07'23' West, 70.00 feet, said point also being on the boundary of said Lot 14;

thence along the boundary of said Lot 14, the following four (4) courses:

Southerly, along said curve, through a central angle of 1) 136'11'16', 166.39 feet to the beginning of a reverse curve, concave Southwesterly, having a radius of 60.00 feet;

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- 2) Southeasterly, along said curve, through a central angle of 46°11'13", 48.37 feet;
- 3) South 0.07'23" East, 523.19 feet;
- 4) South 89.52.37 West, 365.00 feet to the Southwest corner of said Lot 14;

thence along the Westerly prolongation of the Southerly line of said Lot 14, South 89°52'37" West, 175.00 feet; thence parallel with the Westerly line of said Lot 14, North 0°07'23" West, 1253.48 feet; thence North 10°55'48" East, 650.88 feet to the point of BEGINNING.

SUBJECT TO the rights of Union Pacific over any portion lying within the railroad right of way. M

SUBJECT TO a non-exclusive right to a perpetual easement described as follows:

A strip of land forty (40.0) feet in width being a portion of Lot 14, CENTENNIAL INDUSTRIAL PARK, PHASE V, Salt Lake City, Salt Lake County, Utah, recorded No. 3316753 on August 3, 1979, in the Office of Recorder of said County, said strip of land being all of that land lying between lines parallel with and 20.0 feet distant each side of the following described centerline, and said centerline prolonged:

BEGINNING at a point on a curve, at a Northerly terminus of 4490 West Street, from which point the center of said curve bears South 0.07.23 East, a distance of 70.0 feet; thence North 0.07.23 West, along said centerline prolonged Northerly, a distance of 102.98 feet; thence North 45.07.23 West, a distance of 231.26 feet, to a point that is 231.5 feet distant Easterly, measured at right angles from the Westerly line of said Lot 14; thence continuing North 45.07.23 West, a distance of 20.0 feet to a point that is beyond the limits of the strip of land described.

The above described property also known by the street address of: (none shown).

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