

ENT 8977:2004 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Jan 27 12:34 pm FEE 14.00 BY BLS
RECORDED FOR SECURITY TITLE AND ABSTRACT

WHEN RECORDED, PLEASE RETURN TO:

**Robert A. McConnell
Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, Utah 84111-1537**

MAIL TAX NOTICE TO:

**The Boyer Company, L.C.
90 South 400 West, Suite 200
Salt Lake City, Utah 84101**

SPECIAL WARRANTY DEED

[Boyer Lake Pointe 11, L.C./Boyer Lake Pointe, L.C.]

THIS INSTRUMENT is executed as of the 27th day of January, 2004 by Boyer Lake Pointe 11, L.C., a Utah limited liability company ("Grantor"), whose address is 90 South 400 West, Salt Lake City, Utah 84101, in favor of Boyer Lake Pointe, L.C., a Utah limited liability company ("Grantee"), whose address is 90 South 400 West, Salt Lake City, Utah 84101.

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 claiming by, through or under Grantor, all of its interest in and to that certain real property located in Utah County, Utah, described as follows and improvements located thereon (the "Property"):

See Exhibit A attached hereto and by this reference incorporated herein.

TOGETHER WITH all of its interest in and to all buildings, other structures, landscaping, parking lots and walkways on, and fixtures attached to, such land (including, without limitation, plumbing, electrical, heating, ventilating, air conditioning and other lines and systems) and other physical improvements located on or affixed to such land, and all appurtenant easements and rights-of-way and all other appurtenances in any way appertaining to such land, including, without limitation, all oil, gas, water and mineral rights, and all right, title and interest of Grantor in and to any land lying in the bed of any street, road, avenue or alley, whether open, closed or proposed, and any strips and gores, in front of or adjoining such land, and in and to any award for damages to such land by reason of the change of any street or a condemnation or taking for a public use.

SUBJECT TO all existing liens, encumbrances, rights-of-way, easements, restrictions, reservations and other matters of record.

GRANTOR has executed this instrument in favor of Grantee on the date set forth below, to be effective as of the date first set forth above.

GRANTOR:

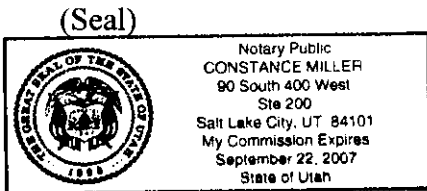
BOYER LAKE POINTE 11, L.C.,
a Utah limited liability company
by its Manager:

The Boyer Company, L.C.,
a Utah limited liability company

By: [Signature]
Name: STEVEN B. OSTLER
Title: manager

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

The foregoing Special Warranty Deed was acknowledged before me this 20th day of January, 2004, by STEVEN B. OSTLER, a manager of The Boyer Company, L.C., the Manager of Boyer Lake Pointe 11, L.C.



Constance Miller
Notary Public

EXHIBIT A

to

Special Warranty Deed

Lot 2, AMENDED PLAT "A" LAKE POINTE SHOPPING CENTER, Orem, Utah, according to the official plat thereof on file and of record in the office of the Recorder, Utah County, Utah.

Tax Parcel/Serial No. 45-186-0002