

E 3009178 B 6725 P 1083-1089
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/20/2017 2:49:00 PM
FEE \$22.00 Pgs: 7
DEP eCASH REC'D FOR FOUNDERS TITLE CO - LAY

WHEN RECORDED MAIL TO:

Park Lane Commons Two, LLC
Scott Harwood
1200 W. Red Barn Lane
Farmington, UT 84025

08-552-0201

(Space Above For Recorder's Use)

16-022188

SPECIAL WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, CABELA'S WHOLESALE, INC., a Nebraska corporation, with an address of One Cabela Drive, Sidney, NE 69160 ("**Grantor**"), hereby grants to PARK LANE COMMONS TWO, LLC, a Utah limited liability company ("**Grantee**"), the real property ("**Property**") in Davis County ("**County**"), State of Utah, that is described on *Exhibit "A"* hereto, provided that the said Grantor only warrants against the claims of those persons claiming by, through or under Grantor, but not otherwise, and subject to the other reservations and exceptions set forth below.

SUBJECT TO:

1. **Exceptions.** The exceptions shown in *Exhibit "B"* attached and, in addition, all of the other exceptions described herein.
2. **Taxes and Assessments.** General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year, which are not yet due and payable.
3. **Reciprocal Easement Agreement.** Grantee acknowledges that it is acquiring the Property subject to the terms of that certain Reciprocal Easement Agreement dated May 4, 2015, recorded in Book 6259, Page 1051, Davis County, Utah Recorder, as it may be amended from time to time (the "REA"). Grantee, its successors and assigns, acknowledge that this conveyance constitutes the exercise of the right of first refusal contained in Section 7(f) of the REA, and that such right of first refusal under the REA is hereby null and void. Furthermore, the notice required under Section 1(d) of the REA shall be deemed given to the Developer (as defined in the REA) without the need to actually send such notice to the Developer.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has executed and delivered this Special Warranty Deed on the date set forth below, to be effective as of the date of its recordation.

GRANTOR:

CABELA'S WHOLESALE, INC.,
a Nebraska corporation

Date: March 17, 2017.

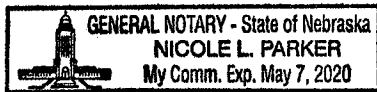
By: [Signature]
Name: Ralph Castner
Its: EVP/CFO

STATE OF NEBRASKA)
COUNTY OF Cheyenne) ss.

REVIEWED/APPROVED
CABELA'S LEGAL DEPT.
[Signature]

The foregoing instrument was acknowledged before me this 17th day of March, 2017, by Ralph Castner, as the EVP/CFO of CABELA'S WHOLESALE, INC., a Nebraska corporation.

WITNESS my hand and official seal.



[Signature: Nicole L. Parker]
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Davis, State of Utah, and is described as follows:

A part of Lot 402, Park Lane Commons - Phase 4, being a Part of the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Farmington City, Davis County, Utah.

Beginning at a point on the Westerly line of Market Street, being 98.21 feet North 0°00'21" East along the Section line and 397.13 feet South 89°59'58" West from the Southeast Corner of said Section 14, and running thence South 89°21'41" East 222.58 feet to a point of curvature; thence Easterly along the arc of a 108.00 foot Radius curve to the left a distance of 85.08 feet (Delta Angle equals 45°08'05", Center bears North 0°38'20" East, Long Chord bears North 68°04'17" East 82.89 feet); thence North 89°54'41" East 12.25 feet to the West line of Cabela's Drive (1075 West Street) a Private Drive, and a point of curvature; thence Southerly along said West Line and the arc of a 148.20 feet foot Radius curve to the left a distance of 61.49 feet (Delta Angle equals 23°46'27", Center bears South 68°13'06" East, Long Chord bears South 09°53'41" West 61.05 feet); thence South 0°06'18" East 144.26 feet; thence South 89°53'42" West 301.16 feet; thence North 0°06'18" West 176.46 feet to the point of beginning.

Together with A PORTION OF LOT 401, PARK LANE COMMONS - PHASE 4, described as follows:

A part of the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Farmington City, Davis County, Utah.

Beginning at a point on the Westerly line of Cabela's Drive being 216.00 feet North 0°00'21" West along the Section line, 17.69 feet South 89°59'39" West, and South 41°44'09" West 60.98 feet from the Southwest Corner of said Section 13, and running thence Southwesterly along the arc of a 148.08 foot Radius curve to the left a distance of 51.59 feet (Delta Angle equals 19°57'46", Center bears South 48°15'49" East, Long Chord bears South 31°45'18" West 51.33 feet); thence South 89°54'41" West 12.25 feet to a point of curvature; thence Northeasterly along the arc of a 108.00 feet foot Radius curve to the left a distance of 7.10 feet (Delta Angle equals 3°46'06", Center bears North 44°29'45" West, Long Chord bears North 43°37'12" East 7.10 feet); thence North 41°44'09" East 51.63 feet to the point of beginning.

PARCEL 2

Rights and Easements described in that certain unrecorded Storm Drain Agreement dated February 25, 2015, by and between Farmington City and Cabela's Wholesale, Inc., as evidenced and affected by that certain Ratification Agreement dated May 4, 2015, and recorded May 4, 2015, as Entry No. 2864781, in Book 6259, at Page 1074, of official records.

PARCEL 3

A nonexclusive easement for construction, installation, operation, maintenance, repair and replacement of any Utilities serving or affecting the Cabela's Parcel together with reasonable access therefor; and a nonexclusive easement over the Access Drives located on the Developer Parcel for pedestrian and vehicular, as applicable, access to and from the Cabela's Parcel from and to the public streets and sidewalks adjoining the Shopping Center, as created by Reciprocal

EXHIBIT "A"

LEGAL DESCRIPTION
(continued)

Easement Agreement dated May 4, 2015, by and between Cabela's Wholesale, Inc. and Farmington Square, LLC, recorded May 4, 2015, as Entry No.2864780, in Book 6259, at Page 1051, of official records;

PARCEL 4

Access Easement Agreement dated May 4, 2015, by and between Station Park Centercal, LLC and Cabela's Wholesale, Inc., recorded May 5, 2015, as Entry No. 2864968, in Book 6260, at Page 552, of official records, described as follows:

A part of Parcel H, of Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah being a part of the Southwest Quarter of Section 13, the Southeast Quarter of Section 14, and the Northeast Quarter of Section 23, Township 3 North, Range 1 West, Salt Lake Base & Meridian;

Beginning at the Most Easterly corner of Parcel E of Park Lane Commons Parcel E Amended and H, in Farmington City Davis County Utah, said point being on the Southwesterly right of way line of Station Parkway; said point is 216.00 feet North 00°00'21" West along the Section line and 17.69 feet South 89°59'39" West from the Southeast Corner of Section 14; and running thence South 48°13'43" East 84.08 feet along said Southwesterly right of way line; thence South 41°44'09" West 60.93 feet to a point of curve; thence Southerly along the arc a 64.00 foot radius curve to the left a distance of 46.73 feet (Central Angle equals 41°50'21" , and Long Chord bears South 20°48'58" West 45.70 feet); thence South 00°06'12" East 26.22 feet; thence South 89°53'48" West 16.50 feet; thence South 00°06'18" East 618.12 feet to the South boundary line of said Parcel H; thence North 89°35'42" West 36.00 feet along said South boundary line; thence North 00°06'18" West 427.90 feet; thence South 89°53'42" West 31.50 feet; thence North 00°06'18" West 211.19 feet to the point of curve of a nontangent curve whose center point bears North 89°53'41" East; thence Northerly along the arc a 148.08 foot radius curve to the right a distance of 113.06 feet (Central Angle, equals 43°44'49", and Long Chord bears North 19°51'45" East 110.34 feet) to the Northerly boundary line of said Parcel H; thence North 41°44'09" East 60.98 feet along said Northerly boundary line to the POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
2. Said property is included within the boundaries of Weber Basin Water, Mosquito Abatement, Special Service Area, Central Davis Sewer, and is subject to the charges and assessments thereof.
3. Notice of Adoption of Redevelopment Project Area Plan entitled "Station Park Redevelopment Project Area Plan" and dated April 1, 2005, recorded June 28, 2005, as Entry No. 2084126, in Book 3818, at Page 593.

NOTICE OF ADOPTION OF AGREEMENT Recorded 07/14/2016 as Entry No. 2952226 in Book/Page 6560/749.

4. SUPPLEMENTAL DEVELOPMENT AGREEMENT
Between: Farmington Square, LLC
And: Farmington City
Dated: June 23, 2014
Recorded: June 24, 2014
Entry No.: 2810052
Book/Page: 6046/978
5. Matters as shown on ALTA/ACSM Survey, dated 06/04/2015, prepared by Great Basin Engineering, Inc., under Job No. 14N911-ALTA.
6. Matters as shown on the recorded plat of "Park Lane Commons-Phase 2" recorded April 29, 2015, as Entry No 2863550, in the office of the county recorder of Davis County, Utah.
7. EASEMENT:
Grantor: CABELA'S WHOLESALE, INC.
Grantee: FARMINGTON CITY Dated: March 24, 2015
Recorded: March 25, 2015
Entry No.: 2856184 & 2856185
Book/Page: 6231/1289 & 1306
8. EASEMENT AGREEMENT AND CONDITIONS CONTAINED THEREIN:
Between: FARMINGTON CITY
And: CABELA'S WHOLESALE, INC.
Dated: April 28, 2015
Recorded: April 29, 2015

Entry No.: 2863426
Book/Page: 6256/171

9. Terms, conditions and easements contained in that certain unrecorded Storm Drain Agreement dated February 25, 2015, by and between Farmington City and Cabela's Wholesale, Inc., as evidenced and affected by that certain Ratification Agreement dated May 4, 2015, and recorded May 4, 2015, as Entry No. 2864781, in Book 6259, at Page 1074, of official records.
10. Terms, conditions and easements contained in Reciprocal Easement Agreement dated May 4, 2015, by and between Cabela's Wholesale, Inc. and Farmington Square, LLC, recorded May 4, 2015, as Entry No. 2864780, in Book 6259, at Page 1051, of official records.
11. Terms, conditions and easements contained in Access Easement Agreement dated May 4, 2015, by and between Station Park Centercal, LLC and Cabela's Wholesale, Inc., recorded May 5, 2015, as Entry No.2864968, in Book6260, at Page 552, of official records.
12. EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: FARMINGTON SQUARE, LLC
Grantee: WEBER BASIN WATER CONSERVANCY DISTRICT
Dated: April 22, 2015
Recorded: April 29, 2015
Entry No.: 2863732
Book/Page: 6256/1756
13. SANITARY SEWER EASEMENT AND CONDITIONS CONTAINED THEREIN:
Grantor: FARMINGTON SQUARE, LLC
Grantee: CENTRAL DAVIS SEWER DISTRICT
Dated: April 29, 2015
Recorded: April 29, 2015
Entry No.: 2863782
Book/Page: 6256/2115
14. TERMS & CONDITIONS OF THAT CERTAIN RESTRICTION AGREEMENT Dated May 04, 2015, by and between FARMINGTON SQUARE, LLC and CABELA'S WHOLESALE, INC., Recorded May 04, 2015 as Entry No. 2864782, in Book/Page 5259/1081.
15. ACCESS EASEMENT AGREEMENT
Between: STATION PARK CENTER, LLC
And: CABELA'S WHOLESALE, INC.
Dated: May 04, 2015
Recorded: May 05, 2015
Entry No.: 286968

Book/Page: 6260/552

16. Pending proceedings in the Second Judicial District Court, Davis County Farmington Department, State of Utah, Case No. 150700355, wherein Daufuskie Investments II, LC, a Utah Limited Liability Company appears as Plaintiff and Richard Haws, The Haws Companies, a Utah Corporation, Farmington Square LLC, a Utah Limited Liability Company appears as Defendants.