

<p>WHEN RECORDED RETURN TO:</p> <p>Timothy J. Pecci, Esq. Dain, Torpy, Le Ray, Wiest &amp; Garner, P.C. 745 Atlantic Avenue, 5<sup>th</sup> Floor Boston, MA 02111</p> <p>Affecting Tax Parcel No.: <u>11-794-0010</u></p> <p>SEND TAX NOTICES TO:</p> <p>CVS Health Corporation One CVS Drive Woonsocket, Rhode Island 02895 Attention: Property Administration Dept., Store No. 10662</p>	<p>Space above for County Recorder's use</p>
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### SPECIAL WARRANTY DEED

UTAH CVS PHARMACY, L.L.C., a Utah limited liability company ("**Grantor**"), hereby CONVEYS AND WARRANTS against all claiming by, through or under Grantor to DBD NOCIGS 2019-40 LLC, a Delaware limited liability company ("**Grantee**"), for the sum of Ten and No/100 Dollars and other good and valuable consideration, the following described real property (the "**Property**"), which is located in Davis County, State of Utah, and is more particularly described as follows:

See attached Exhibit "A",

TOGETHER WITH all appurtenances and hereditaments and other associated rights and interests attendant to the same.

SUBJECT TO those matters set forth on Exhibit "B" attached hereto (the "**Permitted Encumbrances**").

*[Balance of page left blank/Signature page follows]*

Special Warranty Deed  
Store No. 10662 (Layton, UT)

112503-TTF



Site Number/Site Name: 10662/Layton, UT

**EXHIBIT A  
LEGAL DESCRIPTION**

**PARCEL 1:**

All that certain parcel of land being a portion of parcel 4, Fort Lane Village Amended Subdivision, also being located in the northeast quarter of Section 28, Township 4, North, Range 1 West, Salt Lake Base and meridian, City of Layton, State of Utah, more particularly described as follows:

Beginning at the Northwest corner of parcel 4 of the Fort Lane Village Amended Subdivision Plat, said point being South 00°32'40" West 73.00 feet to the South right of way line of Gentile Street as shown on the Fort Lane Village Amended Plat recorded in Book 6568 at page 338 in the Davis County Recorder's office; South 89°27'20" East 76.45 feet from the North quarter of said section 28 and running thence South 00°32'40" West 214.78 feet; thence South 89°27'20" East 323.68 feet to the West right of way line of Fort Lane; thence along said right of way North 00°47'13" East 214.78 feet to the South right of way line of Gentile Street; thence along said right of way North 89°27'20" West 324.59 feet to the point of beginning.

**PARCEL 2:**

The nonexclusive easement for vehicular and pedestrian traffic access, ingress and egress, appurtenant to Parcel 1 described herein, contained in Cross Access Easement Agreement dated February 4, 2010 and recorded February 12, 2010 as Entry No. 2511470 in Book 4961 at Page 1054, official records, as amended by First Amendment to Cross Access Easement Agreement dated July 27, 2016 and recorded August 30, 2016 as Entry No. 2962370 in Book 6590 at Page 222, official records.

**PARCEL 3:**

The nonexclusive easement, appurtenant to Parcel 1 described herein, contained in Storm Drain and Sanitary Sewer Easement Agreement dated December 15, 2009 and recorded February 12, 2010 as Entry No. 2511471 in Book 4961 at Page 1066, official records.

**PARCEL 4:**

The non-exclusive easement for pedestrian and vehicular ingress and egress, appurtenant to Parcel 1 described herein, contained in Easement Agreement dated November, 2010 and recorded November 19, 2010 as Entry No. 2568127 in Book 5155 at Page 956, official records.

**EXHIBIT A (cont.)**

**PARCEL 5:**

The non-exclusive easements, appurtenant to Parcel 1 described herein, contained in Amended and Restated Declaration of Easements and Conditions dated August 30, 2016 and recorded August 30, 2016 as Entry No. 2962369 in Book 6590 at Page 166, official records, as amended by First Amendment to Amended and Restated Declaration of Easements and Conditions dated April 13, 2017 and recorded July 12, 2017 as Entry No. 3032092 in Book 6805 at Page 384, official records.

**PARCEL 6:**

The non-exclusive easement for the passage of vehicles and pedestrians, appurtenant to Parcel 1 described herein, contained in Cross-Access Easement, Temporary Construction Easement and Restriction Agreement dated August 30, 2016 and recorded August 30, 2016 as Entry No. 2962367 in Book 6590 at Page 146, official records.

**PARCEL 7:**

The non-exclusive easement for pedestrian and vehicular ingress and egress, appurtenant to Parcel 1 described herein, contained in Access Easement and Maintenance Agreement dated February 7, 2017 and recorded February 8, 2017 as Entry No. 3001147 in Book 6699 at Page 86, official records.

**EXHIBIT B  
PERMITTED ENCUMBRANCES**

1. Taxes for the year 2019 are accruing as a lien not yet due and payable under Parcel No. 11-794-0010.

None due and payable at the date of policy

2. The herein described Land is located within the boundaries of Layton City, Weber Basin Water Conservancy District, Davis County Mosquito Abatement District, North Davis Sewer District, South Main/South Fort Lane Redevelopment Project, and is subject to any and all charges and assessments levied thereunder.

NOTE: As of the effective date of this policy, said charges and assessments are paid current.

3. Claim, right, title or interest to water or water rights whether or not shown by the public records.

4. Ordinance 02-46 Adopting the South Main/South Fort Lane Redevelopment Project Area Plan, recorded July 25, 2002 as Entry No. 1772114 in Book 3090 at Page 247.

Ordinance 04-44 Adopting the Revised South Main/South Fort Lane Redevelopment Project Area Plan, recorded July 2, 2004 as Entry No. 1999708 in Book 3574 at Page 634.

Ordinance 04-44 Adopting the Revised South Main/South Fort Lane Redevelopment Project Area Plan, recorded April 18, 2005 as Entry No. 2066797 in Book 3769 at Page 346.

Ordinance 09-24 Adopting the Corrected South Main/South Fort Lane Redevelopment Project Area Legal Description, recorded December 14, 2009 as Entry No. 2499517 in Book 4920 at Page 1167.

5. Terms, conditions, easements and limitations contained in Cross Access Easement Agreement dated February 4, 2010, executed by and between Terraventure Development Ltd., a Utah limited partnership and Fort Lane Village, L.C., a Utah limited liability company, recorded February 12, 2010 as Entry No. 2511470 in Book 4961 at Page 1054, official records.

Terms, conditions, easements and limitations contained in First Amendment to Cross Access Easement Agreement dated July 27, 2016, executed by and between Terraventure Holdings Ltd., a Utah limited partnership and Fort Lane Village, LC, a Utah limited liability company, recorded August 30, 2016 as Entry No. 2962370 in Book 6590 at Page 222, Official Records.

6. Terms, conditions, easements and limitations contained in Storm Drain and Sanitary Sewer Easement Agreement dated December 15, 2009, executed by and between Terraventure Development Ltd., a Utah limited partnership and Fort Lane Village, L.C., a Utah limited liability company, recorded February 12, 2010 as Entry No. 2511471 in Book 4961 at Page 1066, official records.

**EXHIBIT B (CONT.)**

7. Terms, conditions, easements and limitations contained in Easement Agreement dated November, 2010, executed by and between Winco Foods, LLC, a Delaware limited liability company as Grantor and Fort Lane Village, LC, a Utah limited liability company as Grantee, recorded November 19, 2010 as Entry No. 2568127 in Book 5155 at Page 956, Official Records.
8. Easements, notes and restrictions as shown on the recorded plat for Fort Lane Village Subdivision, recorded December 7, 2011 as Entry No. 2631115 in Book 5412 at Page 1117.
  - a. Easement vacation notice  
  
Easements, notes and restrictions as shown on the recorded plat for Fort Lane Village Amended, recorded July 29, 2016 as Entry No. 2955022 in Book 6568 at Page 338.
  - b. 10 foot Public Utility and Drainage Easement over the North and East 10feet
  - c. 15 foot long 20 foot wide Water Easements as shown
  - d. Notice of purchasers
9. Terms, conditions, restrictions, covenants, easements and limitations contained in Cross-Access Easement, Temporary Construction Easement and Restriction Agreement dated August 30, 2016, executed by and between Fort Lane Village, L.C., a Utah limited liability company, Wells Fargo Bank, N.A., successor by merger to First Security Bank of Utah, N.A. and WINCO Foods, LLC, a Delaware limited liability company, recorded August 30, 2016 as Entry No. 2962367 in Book 6590 at Page 146, official records.
10. Terms, conditions, restrictions, covenants, easements and limitations contained in Amended and Restated Declaration of Easements and Conditions dated August 30, 2016, executed by and between Fort Lane Village, LC, a Utah limited liability company and WINCO Foods, LLC, a Delaware limited liability company, recorded August 30, 2016 as Entry No. 2962369 in Book 6590 a Page 166, official records.  
  
Terms, conditions, restrictions, covenants, easements and limitations contained in First Amendment to Amended and Restated Declaration of Easements and Conditions dated April 13, 2017, executed by and between Fort Lane Village, LC, a Utah limited liability company and WINCO Foods, LLC, a Delaware limited liability company, recorded July 12, 2017 as Entry No.3032092 in Book 6805 at Page 384, official records.
11. Terms, conditions, easements and limitations contained in Access Easement and Maintenance Agreement dated February 7, 2017, executed by and between Fort Lane Village, L.C., a Utah limited liability company and Utah CVS Pharmacy, L.L.C., a Utah limited liability company, recorded February 8, 2017 as Entry No. 3001147 in Book 6699 at Page 86, official records.