

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

FATONCS 928029-D-ai

ENT8790:2019 PG 1 of 6
Jeffery Smith
Utah County Recorder
2019 Feb 01 08:48 AM FEE 0.00 BY MA
RECORDED FOR First American Title-NCS-SLC1
ELECTRONICALLY RECORDED

Special Warranty Deed
(CONTROLLED ACCESS)
(LIMITED LIABILITY COMPANY)
Utah County

Tax ID No. 54:322:0005
Pin No. 15605
Project No. F-LC49(180)
Parcel No. LC49:907:A

Valley Grove, LLC, a Maryland Limited Liability Company, Grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under them, and against acts of themselves, to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in Lot 6 of Valley Grove Business Park Plat A a Vacation of Lots 1, 2, 4, Parcel A, and Road Parcel of DMB Subdivision No.1, recorded on April 19, 2016 as Entry No. 34009:2016, Map No. 15021-163 in the office of the Utah County Recorder, which parcel is also situate in the NE1/4 SW1/4 of Section 30, T.5S., R.2E., S.L.B.&M., for future improvements of existing SR-135 (Pleasant Grove Blvd.), known as PG BLVD. Interchange Area Improvements.

Beginning at the northwest corner of said Lot 5, which corner is also on the existing southerly right of way line of SR-129 (North County Blvd.), which corner is 2,159.20 feet N.89°37'36"E. along the quarter section line and 357.93 feet South from the West Quarter Corner of said Section 30; and running thence S.53°17'53"E. 127.18 feet along said existing right of way line; thence the following two (2) courses which are along the easterly boundary of said entire tract and the existing right of way and limited access line of SR-135 (Pleasant Grove Blvd.): (1) South 89.01 feet; (2) S.36°41'47"W.

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160.11 feet, more or less, to the southeast corner of said entire tract; thence N.52°56'33"W. 18.40 feet along the southerly boundary of said entire tract to a point 79.00 feet perpendicularly distant northwesterly from the SR-135 control line of said project, at Engineer Station 108+94.81 and designated as Point "G"; thence N.32°44'59"E. 130.58 feet to a point 88.00 feet perpendicularly distant northwesterly from the SR-135 control line of said project, at Engineer Station 110+25.08; thence N.07°41'34"W. 71.51 feet to a point 110.00 feet perpendicularly distant southwesterly from the SR-129 control line of said project, at Engineer Station 521+46.03 and designated as Point "F"; thence N.49°58'19"W. 103.41 feet, more or less, to a point on the westerly boundary line of said entire tract, which point is 104.00 feet perpendicularly distant southwesterly from the SR-129 control line of said project, at Engineer Station 522+49.27; thence N.37°03'27"E. 44.00 feet to the point of beginning as shown on the official map of said project on file at the office of the Utah Department of Transportation. The above described parcel of land contains 12,479 square feet or 0.290 acre in area, more or less.

(Note: All bearings in the above description are record and equal to highway bearings unless otherwise noted.)


To enable the Utah Department of Transportation to construct and maintain a limited access public highway, as contemplated by Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Owners of said entire tract of property hereby release and relinquish to said Utah Department of Transportation any and all rights appurtenant to the remaining property of said Owners by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from said Owner's remaining property contiguous to the lands hereby conveyed to or from said highway between said designated point "F" and said designated point "G", and as shown on the official map of said project on file at the office of the Utah Department of Transportation.

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IN WITNESS WHEREOF, said Valley Grove, LLC, a Maryland Limited Liability Company has caused this instrument to be executed by its proper officers thereunto duly authorized, this 30th day of January, A.D. 20 15.

VALLEY GROVE, LLC,
a Maryland limited liability company

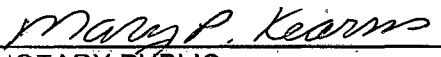
By: EDWARD ST. JOHN, LLC,
a Delaware limited liability company
Its: Manager


By: Edward A. St. John
Its: General Manager

STATE OF MARYLAND)
):ss
COUNTY OF BALTIMORE)

I HEREBY CERTIFY, that on this 30th day of January, 2015, before me, the undersigned Notary Public of said State, personally appeared Edward A. St. John, who acknowledged himself to be the General Manager of Edward St. John, LLC, which entity is the manager of Valley Grove, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal:


NOTARY PUBLIC

My Commission Expires: 10/9/22

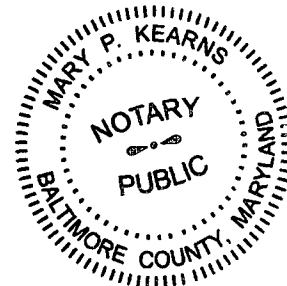


EXHIBIT A

PERMITTED EXCEPTIONS TO:

**Special Warranty Deed
(CONTROLLED ACCESS)
(LIMITED LIABILITY COMPANY)
Utah County**

Tax ID No. 54:322:0005
Pin No. 15605 / 7319
Project No. F-LC49(180)
Parcel No. LC49:907:A

CAA

The attached Special Warranty Deed is granted subject to the permitted exceptions ("Permitted Exceptions") listed below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
(b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land, except as created by anyone claiming by, through, or under Grantee.
3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record, except as created by anyone claiming by, through, or under Grantee.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown in the Public Records, except as created by anyone claiming by, through, or under Grantee.
5. (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 Record.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records, except as created by anyone claiming by, through, or under Grantee.
7. Any charge upon the Land by reason of its inclusion in Pleasant Grove City.
8. Reserving and excepting unto the Grantor (The Federal Land Bank of Berkeley, a corporation), its successors or assigns forever, an undivided one-half interest in and to all oil, gas, petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature in, upon or beneath the property, together with the right of entry and all other rights, including all rights of way and easements, which may be necessary for the development, production and removal of all such substances and minerals and the full enjoyment of the Grantor's interest herein reserved, and

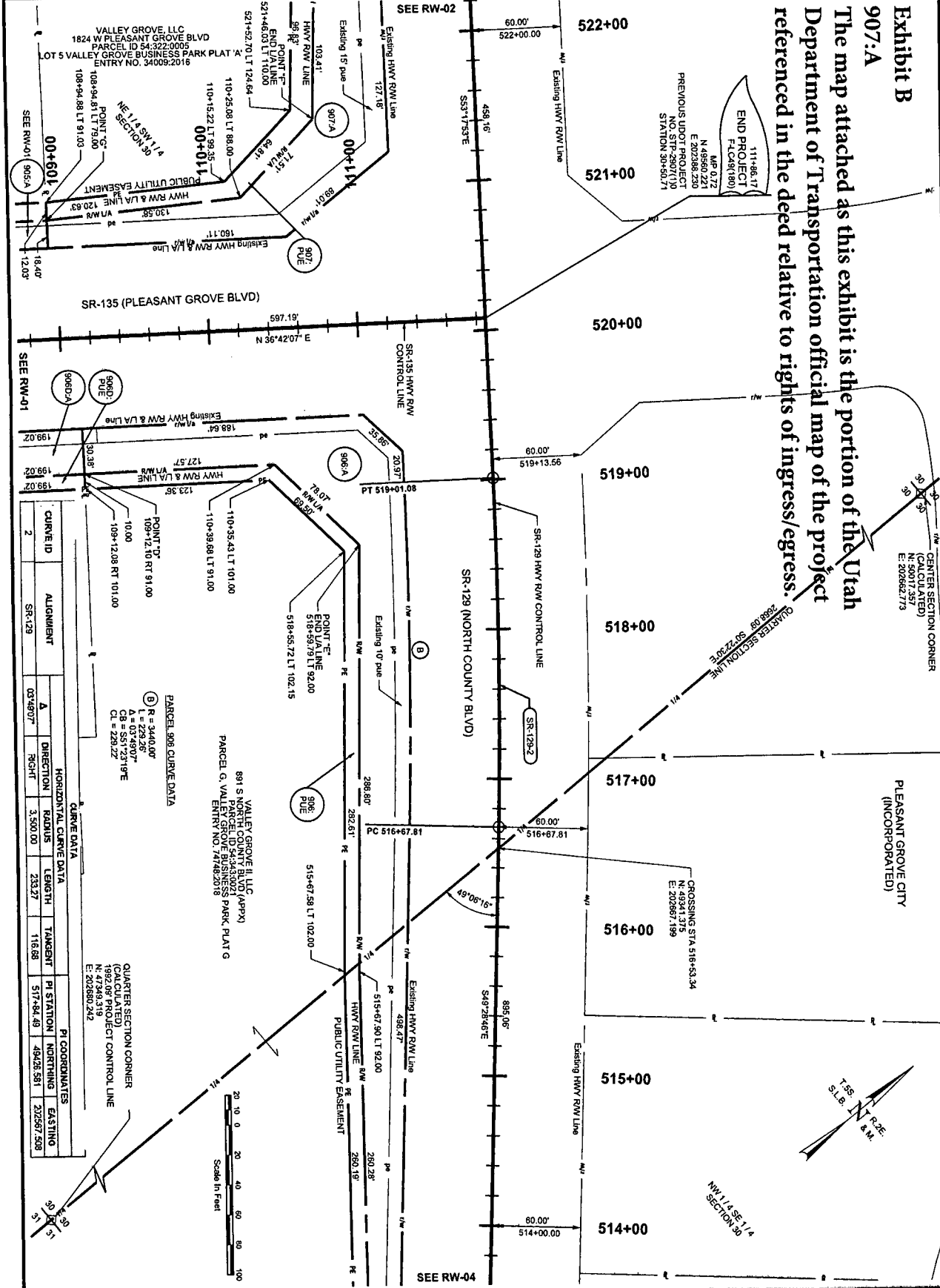
MJD

all other terms and conditions thereof, as set forth and disclosed by that certain Special Warranty Deed recorded April 14, 1942 as Entry No. 3054 in Book 364 at Page 453 of Official Records.

9. Easements, notes and restrictions as shown on subdivision plat entitled DMB Subdivision No. 1, recorded June 2, 2009 as Entry No. 61137:2009 and as Map Filing # 13027 of Official Records.
10. Restrictive Covenant and the terms, conditions and limitations contained therein, dated July 21, 2010 between DMB Investments, an Idaho limited liability company, Don Brandt, an individual and McDonald's Real Estate Company, a Delaware corporation, and the terms, covenants, and conditions thereof, recorded March 1, 2012 as Entry No. 16723:2012 of Official Records.
11. Easements, notes and restrictions as shown on subdivision plat entitled Valley Grove Business Park Plat 'A', recorded April 19, 2016 as Entry No. 34009:2016 and as Map Filing # 15021 of Official Records.
12. Easement Agreement (Access and Storm Water Drainage) and Release (Original Declaration for DMB Subdivision No. 1) and the terms, conditions and limitations contained therein, recorded May 13, 2016 as Entry No. 42638:2016 of Official Records.
13. Notice of Adoption of the Grove Tower Community Reinvestment Project Area Plan and the terms, conditions and limitations contained therein, recorded April 13, 2017 as Entry No. 35623:2017 of Official Records.
14. Restrictive Covenant and Repurchase Option Agreement, by and between Valley Grove II, LLC, a Maryland limited liability company and FFG Development, LLC, a Utah limited liability company, and the terms, covenants, conditions, option and matters stated therein, recorded January 5, 2018 as Entry No. 1883:2018 of Official Records.
15. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
16. Vehicular access is limited to openings permitted by the Utah State Department of Transportation in accordance with Section 41-6a-714, Utah Code Annotated, as amended 2005.

19-HCY-2818 DGN File: \\S:\FILES\pub\Projects\15605\Region Three\15605_11\15 PG Interchange Area Improvements\15605_11\Topic 6 of 6\15605_R1.dwg

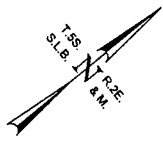
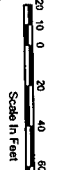
Exhibit B
907:A
 The map attached as this exhibit is the portion of the Utah Department of Transportation official map of the project referenced in the deed relative to rights of ingress/egress.



CURVE ID	ALIGNMENT	DIRECTION	RADIUS	LENGTH	TANGENT	PI STATION	NORTHING	EASTING
2	SR-129	RIGHT	3,500.00	233.27	116.88	517+84.49	49426.581	202897.508

HORIZONTAL CURVE DATA		CURVE DATA	
A	03+48.07'	R	3440.00'
		L	229.26'
		A	03+48.07'
		CE	551.37'
		CL	428.22'

QUARTER SECTION CORNER (CALCULATED)		PI COORDINATES	
N	4126.8319	NORTHING	49426.581
E	202897.508	EASTING	202897.508



PROJECT: PLEASANT GROVE INTERCHANGE		UTAH DEPARTMENT OF TRANSPORTATION		REVISIONS	
AREA IMPROVEMENTS		REGION THREE - J-U-B ENGINEERS, INC.			
PROJECT NUMBER: F-LC49(180)	PN: 15605	APPROVED:	DRAWN BY: JMM	NO.	DATE
RIGHT-OF-WAY		PROFESSIONAL LAND SURVEYOR	CHECKED BY: JDB	APPROVED BY:	REMARKS