

**When Recorded Mail This Deed To:**

Iron Horse Real Estate, LLC  
Attn: Wes Graham  
352 Flint Street  
Kaysville, UT 84037

**Mail Tax Notice to:**

Iron Horse Real Estate, LLC  
Attn: Wes Graham  
352 Flint Street  
Kaysville, UT 84037

CT-109280-CAIP

Tax Parcel Nos.: 14-32-201-153

(Above Space for Recorder's Use Only)

**SPECIAL WARRANTY DEED**

**MWIC MAGNA, LLC**, a Utah limited liability company, Grantor, does hereby convey against all who claim by, through or under, Grantor unto **IH RETAIL GROUP I, LLC**, a Utah limited liability company, Grantee, whose current address is 352 Flint Street, Kaysville, Utah 84037, the following described real property in Salt Lake County, State of Utah, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

together with (a) all improvements located thereon, (b) all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to such real property, and (c) all right, title, and interest of Grantor, if any, in and to all land lying in the bed of any street, road or alley, open or proposed, adjoining such real property.

Subject to the permitted Exceptions attached hereto as Exhibit "B".

[Signature and acknowledgment on following page]



**EXHIBIT "A"**  
**(Legal Description of the Real Property)**

**PARCEL 1:**

LOT 3, ARBOR PARK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED ON SEPTEMBER 13, 2023 AS ENTRY NO. 14152124 IN BOOK 2023P AT PAGE 192 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

**PARCEL 1A:**

RECIPROCAL PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS EASEMENTS AS MORE PARTICULARLY DEFINED IN THOSE CERTAIN FOLLOWING INSTRUMENTS: (I) RECORDED FEBRUARY 7, 1986 AS ENTRY NOS. 4199263 AND 4199264 IN BOOK 5734 AT PAGES 1380 AND 1384; (II) RECORDED NOVEMBER 3, 1986 AS ENTRY NOS. 4342468 AND 4342469 IN BOOK 5835 AT PAGES 1265 AND 1268; AND (III) RECORDED DECEMBER 14, 1994 AS ENTRY NO. 5985382 IN BOOK 7071 AT PAGE 183 OF OFFICIAL RECORDS.

**EXHIBIT "B"**  
**(Permitted Exceptions)**

1. (a) Taxes or assessments which 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 which 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, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

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 Records.

6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

7. Any defect, lien, encumbrance, adverse claim, or other matter, that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless shown as an existing lien by the Public Records.

9. Taxes for the year 2023 have been paid in the amount of \$79,417.54 under previous Parcel No. 14-32-201-066. (affects this and other land)

NOTE: Taxes for the year 2024 will be assessed under Parcel No. 14-32-201-153.

10. The herein described Land is located within the boundaries of Granite School District, Central Utah Water Conservancy District, Magna Water District, Jordan Valley Water Conservancy District, Magna Mosquito Abatement District, Magna/Arbor Park Urban Renewal Plan, Magna Township, and is subject to any and all charges and assessments levied thereunder.

11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced

from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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

13. Easement in favor of the State Road Commission of Utah for the purpose of constructing a channel change for an irrigation facility and appurtenant parts thereof and incidental purposes, by instrument dated August 26, 1963 and recorded November 1, 1963, as Entry No. 1957041, in Book 2118, at Page 81.

14. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Land, recorded September 15, 1982, as Entry No. 3711252, in Book 5408, at Page 1345.

15. Reciprocal Easement Agreement by and between Arbor Park Partnership, a Utah general partnership, Arbor Park East Partnership, a Utah general partnership and Boyer Gust Partnership, a Utah general partnership for the purposes of pedestrian and vehicular ingress and egress and incidental purposes, by instrument dated February 6, 1986 and recorded February 7, 1986, as Entry No. 4199262, in Book 5734, at Page 1380.

Amended November 3, 1986 as Entry No. 4342469 in Book 5835 at Page 1268.

Assignment in favor of Arbor Park Associates, a Utah general partnership, dated June 2, 1987 and recorded June 10, 1987 as Entry No. 4472576 in Book 5928 at Page 2383.

Reciprocal Easement Agreement by and between Kennecott Utah Copper Corporation, a Delaware corporation, Boyer Gust Partnership, a Utah general partnership, Arbor Park Associates, a Utah general partnership, Smith's Food & Drug Centers, Inc., a Delaware corporation which is successor by merger to Smith's Food King Properties, Inc., a Utah corporation and said Lot Owners, dated December 13, 1994 and recorded December 14, 1994 as Entry No. 5985382 in Book 7071 at Page 183.

16. Easement in favor of John Gust and Geraldine Gust, his wife, as joint tenants with rights of survivorship as to each other but as tenants in common with respect to the other grantees, William B. Gourley and Jean Gourley, his wife, as joint tenants with rights of survivorship as to each other but as tenants in common with respect to the other grantees, Ernest Gust and Kathryn Ruth Gust, his wife, as joint tenants with rights of survivorship as to each other but as tenants in common with respect to the other grantees, and Helen Gust as a tenant in common with respect to the other grantees for a non-exclusive easement for ingress and egress over and across said Land and incidental purposes, by instrument dated January 6, 1986 and recorded February 7, 1986, as Entry No. 4199263, in Book 5734, at Page 1384.

Amended November 3, 1986 as Entry No. 4342468 in Book 5835 at Page 1265.

Re-recorded November 12, 1986 as Entry No. 4347558 in Book 5838 at Page 2913.

Reciprocal Easement Agreement by and between Kennecott Utah Copper Corporation, a Delaware corporation, Boyer Gust Partnership, a Utah general partnership, Arbor Park Associates, a Utah general partnership, Smith's Food & Drug Centers, Inc., a Delaware corporation which is successor by merger to Smith's Food King Properties, Inc., a Utah corporation and said Lot Owners, dated December 13, 1994 and recorded December 14, 1994 as Entry No. 5985382 in Book 7071 at Page 183.

17. Easement in favor of Salt Lake County or body politic for the purpose of inspection, operation, maintenance, cleaning, repair, alteration, removal, and replacement of a storm drain pipeline and appurtenant parts thereof for flood control purposes and incidental purposes, by instrument dated February 26, 1986 and recorded February 27, 1986, as Entry No. 4207280, in Book 5739, at Page 2212. (affects Parcel 1A)

18. Easement in favor of Salt Lake County, a body politic for the purpose of inspection, operation, maintenance, cleaning, repair, alteration, removal, and replacement of a storm drain pipeline and appurtenant parts thereof for flood control purposes and incidental purposes, by instrument dated January 17, 1986 and recorded March 17, 1986, as Entry No. 4215422, in Book 5745, at Page 677. (affects Parcel 1A)

19. Easement in favor of Magna Water Company, an improvement district, a body politic of Salt Lake County, State of Utah to construct, reconstruct, operate, repair, replace and maintain culinary water and sewer lines, and appurtenant structures, on, over, across, through and under said Land, together with the right to excavate and refill ditches and/or trenches for the location of said pipelines and/or mains, and a further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and/or mains and incidental purposes, by instrument dated August 1, 1986 and recorded March 5, 1987, as Entry No. 4412272, in Book 5885, at Page 958. (affects Parcel 1A)

20. Grant of Easement in favor of Arbor Homes, Inc. a Utah corporation, dated June 2, 2000 and recorded June 9, 2000 as Entry No. 7657072 in Book 8367 at Page 2801.

Easement in favor of Arbor Homes, a Utah Corporation for the purposes of doing all construction and of making any and all repairs, alterations, and replacements necessary for the full use of the aforesaid access easement and right of way and incidental purposes, by instrument dated October 18, 2000 and recorded November 2, 2000, as Entry No. 7753387, in Book 8399, at Page 995.

21. Easement Agreement (Water Pipeline) in favor of Magna Water District, a political subdivision of the State of Utah for installing and maintaining a single fourteen (14) inch diameter underground water pipeline main, laterals, equipment and appurtenant facilities and incidental purposes, by instrument recorded May 5, 2015, as Entry No. 12044644, in Book 10321, at Page 5005.

22. Right of Way and Utility Easement, including any presumed right, privilege and authority benefiting the corresponding Utility Company for overhead transmission lines (including all appurtenant posts, poles, anchors, cables, guy wires and fixtures), to construct, operate, maintain and remove equipment and other facilities, from time to time, upon, over and along the West boundary of the subject Land, as evidenced by a visual inspection.

23. Easements, notes and restrictions as shown on the recorded plat for Arbor Park Subdivision, recorded September 13, 2023 as Entry No. 14152124 in Book 2023P at Page 192.

24. Notice wherein said Land is located within the 0.2 and greater overpressure area as defined in Section 15.14.010 of the Salt Lake County Code of Ordinances, 1986 and is subject to the construction standards and glass requirements set forth in Chapter 15.14 of the Salt Lake County Code of Ordinances, dated September 28, 1987 and recorded September 28, 1987 as Entry No. 4528677 in Book 5965 at Page 1175.

25. Notice of Adoption of Redevelopment Plan Entitled "Arbor Park Neighborhood Development Plan, as Amended", recorded June 30, 1994 as Entry No. 5864846 in Book 6973 at Page 2146.

26. Salt Lake County Ordinance No. 1649 Designating the Magna/Arbor Park Project Area Plan as the Official Urban Renewal Plan of the Magna/Arbor Park Area, dated June 23, 2009 and recorded July 9, 2009 as Entry No. 10749559 in Book 9743 at Page 9284.

27. Address Affidavit, dated March 8, 2022 and recorded March 8, 2022 as Entry No. 13906976 in Book 11314 at Page 6290.

28. Rights of tenant(s) in the Land, if any, and rights of all parties claiming by, through or under said tenant(s).

29. The following matters disclosed on that certain survey prepared by Great Basin Engineering, dated October 12, 2023, as Job No. 21N754, by Andy Hubbard, a Professional Land Surveyor holding License No. 6242920:

- a. Intentionally deleted by Title Company.
- b. Arbor Park Drive running through said Land

30. Terms and conditions of that certain Agreement for a Future Cross-Access Easement, between Utah Department of Transportation (UDOT) and Lake Union Partners, dated January 12, 2022 and recorded February 3, 2022 as Entry No. 13883976 in Book 11302 at Page 2076.

[NOTE FOR INFORMATION ONLY: Lake Union Partners was not the "Property Owner" of record at the time of the execution and recordation of said instrument.]

31. Terms and conditions of that certain Agreement for a Future Cross-Access Easement between the Utah Department of Transportation and MWIC Magna, LLC, dated February 15, 2023 and recorded March 13, 2023 as Entry No. 14081196 in Book 11405 at Page 9159.

32. Intentionally Deleted.

33. Easement in favor of the State Road Commission of Utah for the purpose of constructing a channel change for an irrigation facility and appurtenant parts thereof and incidental purposes, by instrument dated April 4, 1964 and recorded June 17, 1964, as Entry No. 2007526, in Book 2202, at Page 597.

34. Cross Access and Restrictive Covenant Agreement made by MWIC Magna, LLC, a Utah limited liability company, as of October 26, 2023 and recorded November 2, 2023 as Entry No. 14170564 in Book 11454 at Page 3138.