

Special Warranty Deed Page 1 of 3
Gary Christensen Washington County Recorder
08/31/2021 04:43:33 PM Fee \$40.00 By FIRST
AMERICAN - ST. GEORGE MAIN

WHEN RECORDED, PLEASE RETURN TO:

Terraza Land Company, LLC
Attention: Spencer White
1380 S. Canterbury Drive
Salt Lake City, Utah 84108

Space Above for County Recorder's Use

Tax Parcel I.D. Number: SG-DCR-2A-22

363-6126125

SPECIAL WARRANTY DEED

TERRAZA LAND COMPANY, LLC, a Utah limited liability company (“Grantor”), whose address is 1380 S. Canterbury Drive, Salt Lake City, Utah 84108, hereby CONVEYS AND WARRANTS against all who claim by, through, or under Grantor, to Andrew Brian Holmes, a married man (“Grantee”), whose address is 1744 South 50 East, Orem UT 84058, for the sum of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, the following described tract of land in Washington County, State of Utah (the “Property”), to-wit:

LOT 22, DESERT COLOR RESORT PHASE 2A SUBDIVISION 1ST AMENDED, PREPARED BY BUSH AND GUDGELL, INC.; ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE, AND OF RECORD IN THE OFFICIAL RECORDS OF THE WASHINGTON COUNTY RECORDER’S OFFICE, STATE OF UTAH, AS RECORDED ON MARCH 19, 2021, AS DOCUMENT NO. 20210019666 (TOTAL OF 3 SHEETS).

SUBJECT TO those current taxes and assessments, and all rights-of-way, easements, covenants, restrictions, reservations, and other matters of record, including, but not limited to, the following matters:

- a. (1) all zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the State of Utah; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing, owners association, or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in any owner’s title insurance policies issued to Grantee; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property (including, the Desert Color Resort Phase 2A Subdivision (Final Plat), including any amendments thereto); (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) all documents recorded against the Property (collectively, the “Documents”), including, but

not limited to, any declarations of covenants, conditions, restrictions, easements, terms, and reservations applicable to the Desert Color Community, including any supplemental or amended declarations; (7) any laws and public or private restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County of Washington, Utah (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, and any restrictions or conditions on use of the Property for rental or investment purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Grantee and any mortgage or deed of trust obtained by Grantee for the purchase of the Property. It is Grantee's responsibility to review and become familiar with the Documents, the Property, and each of the foregoing matters, some of which are title matters that contain or may contain use restrictions and are covenants which run with the land and the Property. Grantor disclaims and makes no promises, warranties, or representations of any kind concerning the Documents and use of the Property for a particular purpose. Grantee acknowledges prior receipt of the Documents for the Desert Color Community and the Property. Grantee, by acceptance of this Special Warranty Deed, agrees to take title to the Property, subject to the Documents and to abide by and be bound by all of the terms and conditions of the Documents, and any amendments or supplements thereto.

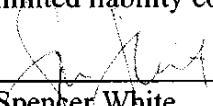
b. All matters disclosed, disclaimed, and described in the Purchase Agreement concerning the Property, including, but not limited to, those matters provided in Section 12 and Section 16 (including, the radon and soils disclosures) of the Purchase Agreement.

c. The acceptance of this Special Warranty Deed by Grantee shall be deemed to be full performance and discharge of every agreement and obligation on the part of Grantor to be performed pursuant to that certain Purchase and Sale Agreement (Bent Lot), as amended ("Purchase Agreement"), between Grantor and Grantee and, by acceptance of this Special Warranty Deed, Grantee accepts the Property from Grantor in accordance with this Special Warranty Deed and subject to each of the terms, conditions, disclosures, and other applicable provisions contained in the Purchase Agreement.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its representative thereto duly authorized this 26th day of AUGUST 2021.

GRANTOR:

TERRAZA LAND COMPANY, LLC,
a Utah limited liability company

By: 
Name: Spencer White
Title: Manager

ACKNOWLEDGMENT OF GRANTOR

STATE OF UTAH)
 : SS.
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this 26 day of AUGUST 2021, by Spencer White, in his capacity as Manager of Terraza Land Company, LLC, a Utah limited liability company.



NOTARY PUBLIC
Residing at: WASHINGTON, UT

My Commission Expires:
02-08-2025

