

Parcel No. 9124:3B:STQ

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/23/2018 10:53 AM
FEE \$0.00 Pgs: 5
DEP RT REC'D FOR UTAH DEPT OF TRAN
SPORTATION

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

Quit Claim Deed

Davis County

Tax ID No. 08-041-0077
Parcel No. 9124:3B:STQ
Project No. *HDP-9124(003)

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to Son Prairie LLC, Grantee, at 671 Somerset Street, Farmington, County of Davis, State of Utah, Zip 84025, for the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Davis County, State of Utah ("Property"), to-wit:

A tract of land situated in the Southwest Quarter of the Northwest Quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the grantors westerly property line and the southerly highway right of way line of SR-106 (Main Street) which is 322.68 feet North 00°15'03" East along the section line and 429.65 feet EAST from the West Quarter corner of said Section 12; and running thence South 00°00'58" West 129.52 feet along said grantors westerly property line to the grantors southerly property line; thence South 89°59'02" East 148.47 feet along said grantors southerly property line to a point of curvature on said southerly highway right of way line of SR-106 (Main Street); thence Northwesterly 197.54 feet along the arc of a 789.95-foot radius curve to the left (central angle equals 14°19'39" and long chord bears North 48°53'01" West 197.02 feet) along said southerly highway right of way line to the point of beginning.

The above described tract of land contains 10,425 square feet or 0.239 acres.

PRESERVATION COVENANT

Grantor reserves, and Grantee acknowledges and accepts, the Property subject to a Preservation Covenant described as follows:

Grantor shall hold this Preservation Covenant for conservation purposes for the period specified below and shall not transfer it except to the National Trust for Historic Preservation or, if that organization should be unwilling or unqualified, to another qualified organization of Grantor's choosing. Any transfer by Grantor shall be conditioned upon the transferee being qualified in Grantor's opinion and agreeing to hold this Preservation Covenant exclusively for conservation purposes and continuing the conservation purpose which this preservation Covenant was originally intended to carry out. "Qualified" means qualified within the meaning of the applicable provisions and regulations of the Internal Revenue Service. Grantee shall reasonably assist Grantor in finding a qualified holder of this Covenant.

If, after attempting for a period of at least six months, to transfer this Preservation Covenant as stated above, there is no acceptable offer that will conform to the requirements of this Preservation Covenant, the Covenant shall expire and terminate by its own terms with no further action required of Grantor. Grantee may, thereafter, transfer the Property without this Covenant.

Grantee/Covenantor, shall not undertake or permit to be undertaken any of the following actions on the Property or the building located thereon:

1. increase or decrease the height of the building except to the extent necessary to rehabilitate the building to comply with applicable codes and laws adversely affect the structural integrity of the building
2. make any changes or alterations in the appearance of the foyer or windows, except such changes or alterations necessary for the purposes of complying with current codes and other repairs including but not limited to replacement of dilapidated materials, cracked and/or leaking windows, plasters, brick and mortar, masonry, replacement and addition of plumbing, electrical, security and safety elements (including cameras, motion sensors, fire and carbon dioxide alarms) including the use of new materials that are, when feasible, consistent with the historical or architectural character of the building
3. erect anything which would prohibit the façade from being visible from the existing Farmington City street level, except to erect, construct, and maintain fences and landscaping walls, compatible with the historic and architectural character of the Property, and for a temporary structure during any period of alteration or restoration
4. placement or maintenance of signs, billboards, or any other outdoor advertising of any kind or nature on the property except for the following purposes and conditions:
 - 4.1. required in connection with safety or traffic control;
 - 4.2. relating to the use or limitation on use applicable to the Property
 - 4.3. directional and regulatory signs relating to the Property signs

- 4.4. for informational or educational nature compatible with the preservation and conservation purposes of this covenant and appropriate to identify the building and any activities carried out therein including the commercial purposes that the building may be used for to generate income to preserve the property and the building so long as such signs do not exceed four feet tall and eight feet wide or more than 6 feet above the grade of the sidewalk fronting the property with Mainstreet
5. any topographical changes to the grounds except as follows; changes including, but not limited to, construction of parking spaces for up to 10 visitor vehicles in an on-site parking lot and use the on-street parking as permitted, and those changes which are consistent with and reasonably necessary to promote the preservation and conservation purposes of these covenants including support of the revenue generating activities carried out within the property which will aid in preserving and conserving the property in perpetuity and prevent damage to the building
6. dump ashes, trash, rubbish or any other unsightly or offensive materials on said grounds
7. subdivide or convey the building and said grounds except together as a unit,
8. obstruct the substantial and regular opportunity of the public to view the building from adjacent publicly accessible areas such as public streets

Parcel 3B:3E

Reserving therefrom a non-exclusive perpetual access easement, upon a part of an entire tract of property (I.D. #08-041-0077 as assigned within the Davis County Recorder's office), situated in the Southwest quarter of the Northwest quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian for the purpose of access from SR-106 to that particular parcel owned by Farmington City (I.D. # 08-043-0193 as assigned within the Davis County Recorder's office). The easement shall run with the Real Property and shall be binding upon the Grantor and the Grantor's successors, heirs, and assigns. Said easement more particularly described as follows:

Beginning at the Northwest corner of said perpetual access easement, said corner also being an intersecting point on the southerly highway right of way line of SR-106 (Main Street) that is situated 18.82 feet East of the Grantor's Westerly property line, said intersecting point falls 322.68 feet North 00°15'03" East along the section line, 429.65 feet East, and 22.91 feet South 55°13'00" East from the West Quarter corner of said Section 12; and running thence South 00°37'31" West 77.09 feet to a point of curvature, said point of curvature being situated 18.00 feet East of the said Grantor's Westerly property line; thence Southwesterly 28.27 feet along the arc of an 18.00 foot radius curve to the right (long chord bears South 45°00'58" West 25.46 feet) to the Grantor's West property line; thence South 00°00'58" West 20.00 feet along said Grantor's Westerly property line to a point of curvature; thence Northeasterly 59.69 feet along the arc of a 38.00 foot radius

curve to the left (long chord bears North 45°01'02" East 53.74 feet); thence North 00°37'31" East 62.41 feet to a point of curvature on said southerly highway right of way line of SR-106 (Main Street); thence Northwesterly 24.69 feet along the arc of an 789.95 foot radius curve to the left (long chord bears North 53°29'26" West 24.69 feet) along said southerly highway right of way line of SR-106 (Main Street) to the point of beginning.

The above described part of an entire tract contains 2276 square feet or 0.052 acres.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to the present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above property.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

IN WITNESS WHEREOF, said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this 18 day of April, A.D. 20 18, by its Director of Right of Way.

UTAH DEPARTMENT OF TRANSPORTATION

By [Signature]
Director of Right of Way

STATE OF UTAH)
) ss.
COUNTY OF)

On the 18 day of April, 2018, Lyle McMillan first above written personally appeared before me, Lyle McMillan, who, being by me duly sworn, did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

WITNESS my hand and official stamp the date in this certificate first above written.

[Signature]
Notary Public

