

**RECORDING
REQUESTED BY AND
WHEN RECORDED
MAIL THIS DEED**

Fidelity National Title
Insurance Company
Attn: Cade Kauffman
2651 North Harwood,
Suite 450
Dallas, Texas 75201

**AND, UNLESS
OTHERWISE SHOWN
BELOW, MAIL TAX
STATEMENT TO:**

D Ogden Hotel LLC
8762 Preston Trace Blvd,
Frisco, Texas 75033
MAT 89471



W3210871

E# **3210871** PG 1 OF 8
Leann H. Kilts, WEBER COUNTY RECORDER
14-Jan-22 12:27 PM FEE \$40.00 DEP TH
REC FOR: METRO NATIONAL TITLE
ELECTRONICALLY RECORDED

Space above this line for recorder's use

APN: 08-103-0058

GRANT DEED

The Undersigned Grantor Declares:

Documentary Transfer Tax: \$ _____
City Tax: \$ _____

- COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
- COMPUTED ON FULL VALUE LESS VALUE OF LIENS OR ENCUMBRANCES
REMAINING AT TIME OF SALE.
- UNINCORPORATED AREA
- CITY OF SALT LAKE CITY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

G6 HOSPITALITY PROPERTY LLC, a Delaware limited liability company,

hereby GRANT(S) to

D OGDEN HOTEL LLC, a Utah limited liability company,

that certain real property located in the City of Ogden, County of Weber, State of Utah, more

particularly described on EXHIBIT "A" attached hereto and incorporated herein for all purposes, subject to those matters listed on EXHIBIT "B" attached hereto and incorporated herein for all purposes.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, AS SET FORTH IN SECTION 3 OF THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED NOVEMBER 11, 2021 BETWEEN GRANTOR AND GRANTEE'S PREDECESSOR-IN-INTEREST (THE "PURCHASE AGREEMENT"), WHICH IS HEREBY INCORPORATED BY REFERENCE AS IF HEREIN SET OUT IN FULL, EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT AND THE WARRANTY OF TITLE AS SET FORTH HEREIN, THE ASSETS CONVEYED HEREUNDER ARE CONVEYED BY SELLER AND ACCEPTED BY PURCHASER IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. SELLER HAS NOT, DOES NOT, AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE ASSETS.

[Signatures on the following page]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed to be effective as of the 6 day of January, 2022.

GRANTOR:

G6 HOSPITALITY PROPERTY LLC,
a Delaware limited liability company

By: [Signature]
Name: R. PALLESCHI
Title: CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS)
) ss:
COUNTY OF DENTON)

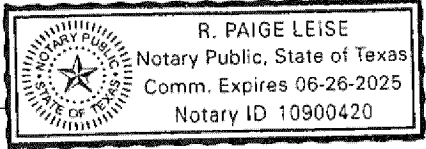
On January 6, 2022 before me, R. Paige Leise
Notary Public (insert name and title of the officer),

personally appeared Robert Palleschi, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]



[Seal]

EXHIBIT "A"

LEGAL DESCRIPTION

UT-1082 in Ogden (Weber County), UT #28813A-v1
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LEGAL DESCRIPTION

Parcel 1:

Beginning at a point on the West right of way line of 1500 West Street, said point being South 0°16'00" West 942.60 feet along the North-South quarter Section line and North 87°35'00" West 3.95 feet from the North quarter corner of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian; said point being the South line of property conveyed to Allen G. Nel and Colonel Doner by Warranty Deed recorded in Book 1354, at Page 253, of Official Records; and running thence North 87°35'00" West 495.91 feet along said South line; thence South 3°02'10" West 406.26 feet to the South line of said Northeast quarter of the Northwest quarter; thence North 89°37'13" East 408.06 feet along the South line of said Northeast quarter of the Northwest quarter to the Westerly line of David Grow et al property; thence North 19°25'34" East 338.82 feet to the East line of said Northwest quarter; thence North 0°16'00" East 52.60 feet along said East line of a point on the West right of way line of 1500 West Street, said point also being on a 1687.02 foot radius curve to the right (radius point bears North 71°45'48" East); thence Northerly along said curve and said right of way line 12.57 feet to the point of beginning.

Parcel 1A:

Together with the following described right of way as shown in that certain Special Warranty Deed recorded May 12, 1988, as Entry No. 1046187, in Book 1539, at Page 1205, of Official Records described as follows: A part of the Northeast quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian described as follows: Beginning at a point South 0°16'00" West 954.39 feet (962.40 feet Deed) along the North-South quarter Section line from the North quarter corner of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said point also being on the Westerly right of way line of 1500 West Street; and running thence South 22°34'00" East along said right of way line 43.50 feet; thence South 77°13'25" West 17.32 feet to the East line of the Northwest quarter of said Section 13; thence North 0°16'00" East along said East line 44.00 feet to the point of beginning.

→ 08-103-0058

EXHIBIT "B"

Permitted Encumbrances

General Exceptions:

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, interests 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.
3. Easements, liens or encumbrances, or claims thereof, that 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.

Specific Exceptions:

1. Taxes for the year 2022 and subsequent years.
2. The land described herein is located within the boundaries of the Weber Basin Water Conservancy District, Weber Area Dispatch 911 and Emergency Services District, North Davis Sewer District, Hooper Cemetery District, Hooper Water Improvement District, Weber Fire District, Weber Sewer District No. 2, and the Central Weber Sewer Improvement District, and is subject to any assessments levied thereby.
2. Water Rights, claims or title to water, whether or not shown by the public records.
3. Agreement, including the terms and conditions thereof:
Between: State of Utah, acting through the Board of Water Resources
And: Riverdale City Corporation
Dated: June 23, 1989
Recorded: May 17, 1996
Entry No.: 1406851
Book/Page: 1806 / 2948

Providing: To promote a water conservation project

4. Notice of Adoption of Redevelopment Project Area Plan Entitled "West Bench Redevelopment Project Area Plan", date April 1, 2005:
Recorded: June 1, 2005
Entry No.: 2106693

5. A Perpetual Right-of-Way and Easement, as shown in that certain Quit Claim Deed:
Between: S. James Bingham and Sophia S. Bingham, his wife, Grantor
And: Charles Taylor, Grantee
Dated: October 15, 1909
Recorded: October 30, 1909
Book/Page: 60 / 232

6. Right-of-Way Deed, and the terms and conditions thereof:
Grantor: S. James Bingham and Sophia S. Bingham
Grantee: State Road Commission of Utah
Purpose: Permission to locate and construct within the Grantors' land and outside the limits of the right of way, all irrigation ditches, and an 8 inch tile pipe made necessary by the highway project, and related matters.
Recorded: March 15, 1942
Entry No.: 74445
Book/Page: 172 / 473

7. Right-of-Way and Easement, and the terms and conditions thereof:
Grantee: State Road Commission of Utah
Purpose: A perpetual easement
Dated: May 04, 1944
Recorded: June 13, 1944
Entry No.: 84176
Book/Page: 190 / 359

8. Right of Way and Easement Grant, and the terms and conditions thereof:
Grantor: Thomas C. Mabey, Sheldon G. Player, George S. Diument, II, J. R. Willyard
Grantee: Mountain Fuel Supply Company, a corporation
Purpose: A right and easement 12.0 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities.
Recorded: November 16, 1983
Entry No.: 895208
Book/Page: 1435 / 2337

9. Grant of Right-of-Way Easements, and the terms and conditions thereof:
Grantor: Player S. Willyard, a Utah partnership
Grantee: David Grow, Jeffry R. Burton and Linda Burton, Individuals

Purpose: A perpetual non-exclusive right-of-way for ingress and egress
Recorded: November 9, 1984
Entry No.: 923189
Book/Page: 1457 / 603
89471

10. Grant of Easement, and the terms and conditions thereof:
Grantor: David Grow, Jeffrey R. Burton and Linda Burton, individuals
Grantee: Riverdale Roadway Inn, Inc.
Purpose: A perpetual non-exclusive right-of-way for ingress and egress
Recorded: November 9, 1984
Entry No.: 923193
Book/Page: 1457 / 675

11. Covenants, Conditions, Easements, Exceptions, Reservations and Restrictions shown in that certain Special Warranty Deed:
Grantor: Zions First National Bank, a national banking association
Grantee: Ameribanc Savings Bank, a Virginia stock savings and loan association
Recorded: May 12, 1988
Entry No.: 1046187
Book/Page: 1539 / 1205

12. Subject to the rights of parties in possession of the subject property under unrecorded leases, rental or occupancy agreements and any claims thereunder.

13. Subject, but not limited, to the following items, as disclosed by a survey prepared by Bock & Clark's National Surveyors Network, having been certified under the date of May 11, 2012 , by David D. Peterson, a Registered Land Surveyor holding License No. 295720, as Job No. 201200387, including but not limited to the following:

- a. Fence lines do not match property lines.
- b. Sign on Southerly property line encroaches into adjacent property. Ownership unknown.
- c. Curb, Gutter and Paving outside of Easement.
- d. Overhead Power line over the Easterly portion of subject property.
- e. Motel 6 sign on metal pole outside of the property lines of subject property.
- f. Exception shown as Entry No. 1046187 encroaches upon buildings located on subject property.
- g. Matters since date of policy.