3457858 BK 7949 PG 1074 E 3457858 B 7949 P 1074-1078
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
2/17/2022 2:59:00 PM
FEE \$40.00 Pgs: 5
DEP eCASH REC'D FOR COTTONWOOD TITLE INS //

Recording requested by and when recorded return to:

101 NORTH MAIN (CLEARFIELD), LLC 315 S. BEVERLY DRIVE, STE. 407 BEVERLY HILLS, CA 90212

144950 MCH

Tax Parcel ID Nos.: 12-930-0001 and 12-930-0002

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

For value received, the receipt and sufficiency of which is hereby acknowledged, CLEARFIELD JUNCTION, LLC, a Utah limited liability company ("Grantor"), does hereby grant, bargain, sell and convey unto 101 NORTH MAIN (CLEARFIELD), LLC, a Delaware limited liability company, whose current mailing address is 315 S. Beverly Drive, Ste. 407, Beverly Hills, California 90212 ("Grantee"), and its successors and assigns forever, the following described real property, located in Davis County, Utah, to wit (the "Property"):

See Exhibit A, attached hereto and incorporated herein;

TOGETHER WITH all water and water rights and other entitlements to water appurtenant to the Property, ditches and ditch rights appurtenant thereto, minerals and mineral rights appurtenant thereto, improvements thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to the Property, the rent, issues and profits thereof.

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns forever. Grantor does hereby covenant and warrant to Grantee that: (a) Grantor holds fee simple title to the above-described Property; (b) previous to the execution of this conveyance, Grantor has not conveyed the same estate to any person other than the Grantee; and (c) the Property is free from any and all liens, claims and encumbrances done, made or suffered by the Grantor, or any person claiming by, through or under Grantor subject only to (i) the Permitted Exceptions identified on Exhibit B, attached hereto, (ii) general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and (iii) any matters arising from the acts or omissions of Grantee or its agents; and that Grantor shall warrant and defend the same against any other liens, claims or encumbrances done, made or suffered by Grantor, or any person claiming by, through or under Grantor, but none other.

DATED effective as of the 17th day of FEBRUARY, 2022.

GRANTOR:

	a Utah limited liability company	
	Name: Denove Gilliland Title: Owner	
County of Char Lake) ss.) owledged before me on Tescuary 6 2022 by Janous Glassas	the
	LLC, a Utah limited liability company.	
Manney Owne	Multiple Charles	
	Resides: Nus Coury	
	My Commission No.: 76 784	
MICHAEL PAUL CH	BRIES My Commission Expires: 8-27-2023	

CLEARFIELD JUNCTION, LLC,

EXHIBIT A TO SPECIAL WARRANTY DEED

(Legal Description)

All of Lots 1 and 2, CLEARFIELD JUNCTION SUBDIVISION, Clearfield City, Davis County, Utah, according to the official plat thereof, recorded November 28, 2018 as Entry No. 3130707 in Book 7148 at Page 400.

Tax Id No.: 12-930-0001 and 12-930-0002

EXHIBIT B TO SPECIAL WARRANTY DEED

(Permitted Exceptions)

- Easements, notes and restrictions as shown on the recorded plat for Clearfield Junction Subdivision recorded November 28, 2018 as Entry No. 3130707 in Book 7148 at Page 400.
- 2. The right to relocate outside the right of way, all irrigation ditches existing within the limits of said right of way, as granted in Deed to the State Road Commission of Utah, recorded November 29, 1940 as Entry No. 75518 in Book 1-S at Page 119.
- 3. The right to relocate outside the right of way, all irrigation ditches existing within the limits of said right of way, as granted in Deed to the State Road Commission of Utah, recorded March 28, 1939 as Entry No. 70592 in Book 1-Q at Page 235.
- 4. The right to relocate outside the right of way, all irrigation ditches existing within the limits of said right of way, as granted in Deed to the State Road Commission of Utah, recorded March 28, 1939 as Entry No. 70593 in Book 1-Q at Page 236.
- 5. 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 February 17, 1954, as Entry No. 135034, in Book 61, at Page 81.
- 6. 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 Easterly boundary of the subject Land, as evidenced by a visual inspection.
- An Ordinance Adopting the Redevelopment Project Area Plan recorded May 17, 1985 as Entry No. 702286 in Book 1035 at Page 292.
- Ordinance No. 88-2 Amending Ordinance No. 85-04 Redevelopment Project Area Plan recorded January 27, 1988 as Entry No. 814434 in Book 1215 at Page 1020.
- Declaration of Easement and Easement Maintenance Agreement recorded November 30, 2018 as Entry No. 3131114 in Book 7150 at Page 23.
- Cross Access Agreement by and among Clearfield Community Development and Renewal Agency, Davis County, a political subdivision of the State of Utah and Clearfield Junction, LLC, a Utah limited liability company, dated September 17, 2019 and recorded November 12, 2019 as Entry No. 3202949 in Book 7387 at Page 2486.
- 10. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Declaration of Covenants, Conditions and Restrictions for Clearfield Junction, LLC recorded November 13, 2019 as Entry No. 3203156 in Book 7388 at Page 931, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or

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national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.