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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/21/2023 02:15:34 PM
FEE: \$40.00 Pgs: 4
DEP eCASH REC'D FOR: COTTONWOOD TITLE II

Recording requested by and when recorded return to:

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

Tax Parcel ID Nos.: 12-930-0005

164493-MCH

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 49 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 21st day of April, 2023.

GRANTOR:

CLEARFIELD JUNCTION, LLC,
a Utah limited liability company

By: 
Name: Donovan Gilliland, Manager

STATE OF UTAH

COUNTY OF SALT LAKE

On this 21st day of April, 2023, before me, personally appeared Donovan Gilliland, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he executed the same on behalf of Clearfield Junction, LLC, a Utah Limited Liability Company.


Notary Public

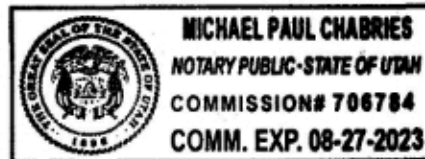


EXHIBIT A TO SPECIAL WARRANTY DEED

(Legal Description)

All of Lot 5, 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.: 12-930-0005

EXHIBIT B TO SPECIAL WARRANTY DEED

(Permitted Exceptions)

1. 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. 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.
3. 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.
4. 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.
5. 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.
6. 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 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.
7. Second Addendum to the Development Agreement between Clearfield Junction, LLC, Clearfield City, and Clearfield Community Development and Renewal Agency recorded February 4, 2022 as Entry No. 3454757 in Book 7940 at Page 280.
8. Shared Amenities Agreement by and between 101 North Main (Clearfield), LLC, a Delaware limited liability company, and Clearfield Junction, LLC, a Utah limited liability company recorded February 17, 2022 as Entry No. 3457859 in Book 7949 at Page 1079.