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BK 8470 PG 788

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/29/2024 12:42:01 PM
FEE: \$40.00 Pgs: 4
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

Recording requested by and when recorded return to:

49 NORTH MAIN (CLEARFIELD), LLC
9560 WILSHIRE BLVD., PH
BEVERLY HILLS, CA 90212

CT-146003-MCH

Tax Parcel ID Nos.: 12-930-0004

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 9560 Wilshire Boulevard, Penthouse, 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 29TH day of March, 2024.

GRANTOR:

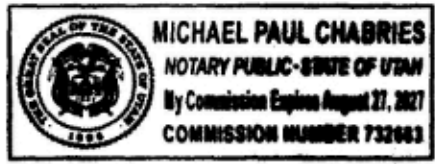
CLEARFIELD JUNCTION, LLC,
a Utah limited liability company

By: [Signature]
Name: Donovan Gilliland
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

This record was acknowledged before me on March 27, 2024, by Donovan Gilliland, Manager of Clearfield Junction, LLC, a Utah limited liability company.

[Signature]
Notary Public
Resides: Davis County
My Commission No.: 732683
My Commission Expires: 8-27-2027



exp 8.27.2027
com # 732683

**EXHIBIT A TO SPECIAL WARRANTY DEED
PROPERTY DESCRIPTION**

PARCEL 1:

All of Lot 4, 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.

PARCEL 1A:

A non-exclusive easement for ingress and egress, appurtenant to Parcel 1 above, as defined and disclosed by that certain Clearfield Junction Cross Access Easement recorded November 12, 2019 as Entry No. 3202949 in Book 7387 at Page 2486 in the office of the Davis County Recorder.

Tax Id No.: 12-930-0004

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.