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BK 8513 PG 631

E 3573424 B 8513 P 631-636
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/30/2024 02:28:50 PM
FEE: \$40.00 Pgs: 6
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

SEND TAX NOTICES TO:

C/O CRUACHAN CAPITAL, LLC
3021 CITRUS CIRCLE, SUITE 130
WALNUT CREEK, CALIFORNIA 94598

Tax Parcel No. 11-003-0163

173909. KAP

SPACE ABOVE LINE FOR COUNTY RECORDER ONLY

SPECIAL WARRANTY DEED

ALLURE TWELVE25 LLC, a Utah limited liability company, "Grantor", hereby CONVEYS and WARRANTS against all persons claiming by, through or under it, but not otherwise, to ALLURE LAYTON, LLC, a Delaware limited liability company, "Grantee", 1270 S 1100 E, Suite 202, Salt Lake City, Utah 84105, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tract of land in Davis County, State of Utah:

See Exhibit "A" attached.

With warranty covenants, subject to easements, restrictions and rights of way appearing of record or enforceable in law or equity and general property taxes for the year 2024 and thereafter.

Grantor does further convey to Grantee any water rights that are appurtenant to the foregoing land.

The signatories who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under resolution duly adopted by the members of the Grantors by unanimous consents or at lawful meetings duly held and attended by a quorum.

And Grantor hereby agrees to warrant and defend title subject to the matters set forth on **Exhibit "B"** hereto.

[Signature Page Follows]

WITNESS, the hand of said Grantor this 30th day of May, 2024.

ALLURE TWELVE25 LLC,
a Utah limited liability company

By: Brian Charles Lamano
Name: BRIAN CHARLES LAMANO
Title: MANAGER

STATE OF UTAH)
): ss.
County of DAVIS)

On the 30th day of May, 2024, personally appeared before me Brian Charles Lamano, who, being by me duly sworn, did say that he is the manager of ALLURE TWELVE25 LLC, a Utah limited liability company, and that the said instrument was signed in behalf of said Limited Liability Company by authority of a resolution of the Members or its Operating Agreement, and the aforesaid resolution acknowledged to me that said Limited Liability Company executed the same.



[Signature]
NOTARY PUBLIC

**EXHIBIT A
LEGAL DESCRIPTION**

A PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF GENTILE STREET BEING 758.63 FEET NORTH 89°30'20" WEST ALONG THE SECTION LINE AND 724.09 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 22; AND RUNNING THENCE NORTH 38°32'21" WEST 254.19 FEET TO A POINT ON AN EXISTING OLD BOUNDARY LINE FENCE; THENCE NORTH 64°47'03" EAST 200.79 FEET ALONG SAID OLD BOUNDARY LINE FENCE TO A REBAR MONUMENTING THE MOST WESTERLY CORNER OF THE ADJACENT CHURCH PARCEL; THENCE SOUTH 38°32'21" EAST 270.21 FEET ALONG THE SOUTHWESTERLY LINE OF SAID ADJACENT CHURCH PARCEL AS IT EXISTS ON THE GROUND TO THE NORTHERLY LINE OF GENTILE STREET; THENCE ALONG SAID NORTHERLY LINE OF GENTILE STREET THE FOLLOWING 2 COURSES; SOUTH 69°10'22" WEST 176.19 FEET; AND SOUTH 68°58' WEST 28.89 FEET TO THE POINT OF BEGINNING.

ALSO:

A PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN:

BEGINNING AT A POINT ON THE NORTH LINE OF GENTILE STREET BEING 758.63 FEET NORTH 89°30'20" WEST ALONG THE SECTION LINE AND 724.09 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 22; AND RUNNING ALONG SAID NORTHERLY LINE OF GENTILE STREET THE FOLLOWING 2 COURSES; SOUTH 68°58' WEST 117.03 FEET TO A POINT OF CURVATURE; AND SOUTHWESTERLY ALONG THE ARC OF A 921.94 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 5.04 FEET (CENTRAL ANGLE EQUALS 0°18'47" AND LONG CHORD BEARS SOUTH 69°07'24" WEST 5.04 FEET); THENCE NORTH 20°32'17" WEST 99.98 FEET; THENCE SOUTH 69°27'43" WEST 159.89 FEET; THENCE NORTH 38°32'21" WEST 129.23 FEET TO A POINT ON AN EXISTING OLD BOUNDARY LINE FENCE; THENCE NORTH 64°47'03" EAST 244.15 FEET ALONG SAID OLD BOUNDARY LINE FENCE; THENCE SOUTH 38°32'21" EAST 254.19 FEET TO THE POINT OF BEGINNING.

Exhibit A

Special Warranty Deed

EXHIBIT B
PERMITTED EXCEPTIONS

1. Taxes for the year 2024 and subsequent years, a lien not yet due and payable.
2. The herein described Land is located within the boundaries of Davis County School District, North Davis Sewer District, Davis County Mosquito Abatement District, Weber Basin Water Conservancy District, Layton City, and is subject to any and all charges and assessments levied thereunder.
NOTE: None due and payable at Date of Closing.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
5. Right of Way Easement in favor of the American 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 June 29, 1929, as Entry No. 45924, in Book I of Liens and Leases, at Page 165. (exact location not disclosed)
6. Easement in favor of the Town of Layton for the right to lay, maintain, operate, repair and remove certain water pipe line and incidental purposes, by instrument recorded January 6, 1939, as Entry No. 70018, in Book L, at Page 587. (exact location not disclosed)
7. Pole Line Easement in favor of Utah Power and Light Company to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded February 13, 1962, as Entry No. 232572, in Book 236, at Page 298.
8. Public Utility Easement Dedication by Tuscany Villages LLC, a Utah Limited Liability Company, dated April 1, 2021 and recorded April 1, 2021 as Entry No. 3366560 in Book 7729 at Page 1982.
9. Deed of Easement (New Public Utility and Drainage Easement) in favor of Layton City, recorded May 17, 2021 as Entry No. 3382711 in Book 7761 at Page 1444.

10. Right of Way Easement in favor of Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns to construct, reconstruct, operate, maintain and repair electric transmission and other equipment and incidental purposes, over, under and across a portion of the subject Land. Said Easement recorded May 25, 2021, as Entry No. 3385429, in Book 7767, at Page 1260.
11. Agreement for Development of Land Between Layton City and Tuscany Villages LLC recorded August 27, 2020 as Entry No. 3287024 in Book 7584 at Page 639.
12. Storm Water Facilities Maintenance Agreement by and between Layton City, a Utah municipal corporation and Allure Twelve25, a Limited Liability Company, dated August 4, 2021 and recorded October 26, 2021 as Entry No. 3430267 in Book 7873 at Page 967.
13. Right of Way Easement in favor of Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets and incidental purposes, dated July 19, 2022 and recorded August 24, 2022 as Entry No. 3494204 in Book 8078 at Page 432.
14. Rights of tenants, as tenants only, without any options to purchase, rights of first refusal to purchase, or similar rights to purchase all or any portion of the Land.
15. The following matters disclosed on that certain survey prepared by Ensign Engineering and Land Surveying, Inc., dated May 24, 2024, as Project No. 13179, by Trent R. Williams, a Professional Land Surveyor holding License No. 8034679:
 - a. Existing utilities located on and across the Land without recorded easements, including, but not limited to, electrical boxes, water lines, water manholes, storm drain lines and catch basins, sanitary sewer lines, clean outs, and sanitary sewer manholes.
 - b. Portions of existing vinyl fence not located on boundary lines.
 - c. Encroachment of portions of existing Building A onto the Public Utility and Drainage Easement referred to in Exception 9 (Entry No. 3382711), the Right of Way Easement referred to in Exception 10 (Entry No. 3385429), and the Right of Way Easement referred to in Exception 13 (Entry No. 3494204).
 - d. Encroachment of portions of two existing planters onto the Public Utility and Drainage Easement referred to in Exception 9 (Entry No. 3382711), the Right of Way Easement referred to in Exception 10 (Entry No. 3385429), and the Right of Way Easement referred to in Exception 13 (Entry No. 3494204).

e. Encroachment of portions of existing curb and gutter and sidewalks onto the Public Utility Easement referred to in Exception 8 (Entry No. 3366560), the Public Utility and Drainage Easement referred to in Exception 9 (Entry No. 3382711), the Right of Way Easement referred to in Exception 10 (Entry No. 3385429), and the Right of Way Easement referred to in Exception 13 (Entry No. 3494204).