

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

FOX CREEK MANAGEMENT, LLC
c/o D&D Construction Specialties, Inc.
11043 Olinda Street
Sun Valley, CA 91352
MNT 59353

(Above Space For Recorder's Use Only)

SPECIAL WARRANTY DEED

DE VILLAGE CREEK FOX CREEK, LLC, MWH VILLAGE CREEK FOX CREEK, LLC, RAW BONTERRA FOX CREEK, LLC, HZF FOX CREEK, LLC, and HZ FOX CREEK APARTMENTS, LLC, each a Delaware limited liability company (collectively, "**Grantor**"), for good and valuable consideration, in hand paid, hereby sells and conveys to FOX CREEK MANAGEMENT, LLC, a Delaware limited liability company ("**Grantee**"), all of Grantor's rights, title and interest in and to the following property situated, lying and being in the City of Layton, County of Davis, State of Utah, described on **Exhibit "A"** attached hereto and made a part hereof, also known by street and number as 1656 N. Hill Field Road, Layton, Utah 84041 and assessor's schedule or parcel number: 10-028-0039.

TOGETHER, with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, the reversion or reversions, remainder and remainders, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its heirs and assigns forever. Grantor, for itself and its successor and assigns, does covenant and agree that it shall WARRANT AND FOREVER DEFEND the above-bargained premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming title to the whole or any part thereof by, through or under Grantor but not otherwise, in each case except for the following matters:

1. Taxes and assessments which are a lien, but which are not yet billed, or are billed but are not yet due and payable and any assessments not shown on the public record; standby fees and taxes for the year 2018 and subsequent years and subsequent assessments for prior years due to change in the land usage or ownership;

2. Easements, covenants, restrictions, agreements, reservations and other matters which are set forth on Schedule 1 attached hereto and made a part hereof or which are otherwise recorded in the public records of Davis County;

3. Any laws, regulations or ordinances (including, but not limited to, zoning, building and environmental matters) adopted or imposed by any governmental agency as to the use, occupancy, ownership, subdivision or improvement of the above -bargained premises; and

4. The rights of tenants, as tenants only, under all leases affecting the above-bargained premises.

Dated: March 14, 2018

[SIGNATURES SET FORTH ON FOLLOWING PAGES]

GRANTOR: **DE VILLAGE CREEK FOX CREEK, LLC**, a Delaware limited liability company

By: DE Village Creek at Brookhill, LLC, a Delaware limited liability company

Its: Sole Member

By: Hamilton Zanze & Company, a California corporation

Its: Manager

By: _____ 

Name: Anthony Zanze

Its: _____ Coo

[ASSIGNOR SIGNATURES CONTINUE ON FOLLOWING PAGES]

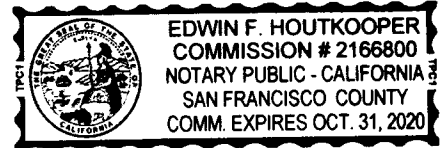
STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On 3/9, 2018, before me, Edwin F. Houtkooper, Notary Public, personally appeared Anthony Zanze, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity in behalf of which the person acted, executed said instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Edwin F. Houtkooper (Seal)



GRANTOR:

MWH VILLAGE CREEK FOX CREEK, LLC, a Delaware limited liability company

By: MWH Village Creek at Brookhill, LLC, a Delaware limited liability company

Its: Sole Member

By: Hamilton Zanze & Company, a California corporation

Its: Manager

By:  _____

Name: Anthony Zanze

Its: Coo

[ASSIGNOR SIGNATURES CONTINUE ON FOLLOWING PAGES]

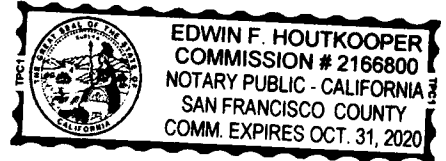
STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco

On 3/9, 2018, before me, Edwin F. Houtkooper, Notary Public, personally appeared Anthony Zanze, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity in behalf of which the person acted, executed said instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Edwin F. Houtkooper* (Seal)



GRANTOR: **HZ FOX CREEK APARTMENTS, LLC**, a Delaware limited liability company

By: HZ Fox Creek Manager, LLC, a Delaware limited liability company

Its: Manager

By: Hamilton Zanze & Company, a California corporation

Its: Sole Member

By: _____ 

Name: Anthony Zanze

Its: Coo

[ASSIGNOR SIGNATURES CONTINUE ON FOLLOWING PAGES]

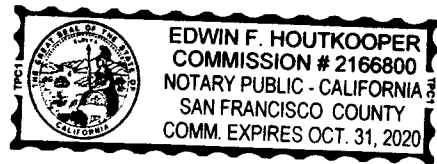
STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco

On 3/9, 2018, before me, Edwin F. Houtkooper Notary Public, personally appeared Anthony Zanze, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity in behalf of which the person acted, executed said instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Edwin F. Houtkooper (Seal)

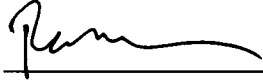


GRANTOR:

RAW BONTERRA FOX CREEK, LLC, a
Delaware limited liability company

By: Ronald A. Weiss, Trustee of the
Weiss Trust, dated October 31, 1995

Its: Sole Member

By: 

Ronald A. Weiss, Trustee

[ASSIGNOR SIGNATURES CONTINUE ON FOLLOWING PAGES]

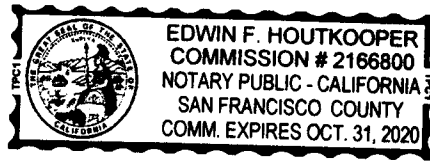
STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco

On 3/9, 2018 before me, Edwin F. Houtkooper, Notary Public, personally appeared Ronald A. Weiss, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity in behalf of which the person acted, executed said instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Edwin F. Houtkooper (Seal)



GRANTOR:

HZF FOX CREEK, LLC, a Delaware limited liability company

By: HZF Fox Creek Manager, LLC, a Delaware limited liability company

Its: Manager

By: Hamilton Zanze & Company, a California corporation

Its: Sole Member

By:  _____

Name: Anthony Zanze

Its: COO

[END OF GRANTOR SIGNATURES]

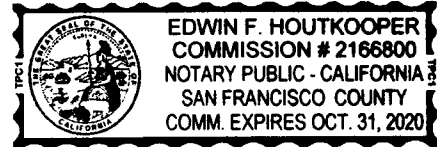
STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco

On 3/9, 2018, before me, Edwin F. Houtkooper, Notary Public, personally appeared Anthony Zanze, 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity in behalf of which the person acted, executed said instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Edwin F. Houtkooper (Seal)



Schedule 1 to Special Warranty Deed

See Attached List of Exceptions

EXCEPTIONS

1. Intentionally Deleted

2. Intentionally Deleted

3. Intentionally Deleted

4. Intentionally Deleted

5. Intentionally Deleted

6. Intentionally Deleted

7. Intentionally Deleted

8. Lien of Taxes, now accruing as a lien, but not yet due and payable

Year: 2018

Tax ID No.: 10-028-0039

Prior year: 2017 Paid

9. The land described herein is located within the boundaries of Layton, Weber Basin Water District, Mosquito Abatement District, and North Davis Sewer District, and is subject to any assessments levied thereby. None yet due and payable.

10. Water Rights, claims or title to water, whether or not shown by the public records.

11. Easement, and the terms and conditions thereof:

Grantee: Mountain States Telephone and Telegraph Company

Purpose: The right, privilege and authority to construct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, poles, anchors, cables, wires and fixtures upon, under, over and across the property.

Recorded: August 12, 1936

Entry No.: 63713

Book/Page: L / 103

Area Affected: Exact location not disclosed.

12. Reservations:

Disclosed by: Special Warranty Deed

Grantor: The Federal Land Bank of Berkeley, a corporation

Dated: February 27, 1941

Recorded: April 10, 1941

Entry No.: 76710

Book/Page: IS / 412

Reserving and excepting unto the Grantor, its successors and assigns forever, an undivided one-half interest in and to all oil, gas and petroleum, naphtha, other hydrocarbon substances and minerals of whatsoever kind and nature in, upon or beneath the property hereinabove described, together with the right of entry and all other rights, including all rights of way and easements, which may be necessary for the development, production and removal of all such substances and minerals and the full enjoyment of the development production and removal of all such substances and the full enjoyment of the Grantor's interest herein reserved.

13. Easement, and the terms and conditions thereof:

Grantor: Leo H. Foxley and Artell L. Foxley, husband and wife

Grantee: Layton City

Purpose: An easement to install, repair, maintain and operate an eight (8") inch sewer under and across a strip of land not to exceed 20 feet in width.

Recorded: March 10, 1978

Entry No.: 488942

Book/Page: 695 / 367

Quitclaim and Partial Release of Easement, including the terms and conditions thereof:

Between: Layton City, a municipal corporation

And: Ivory Properties II, a Utah limited liability partnership

Recorded: June 25, 1985

Entry No: 705550

Book/Page: 1040/760

Providing: Layton City hereby releases from the Easement and Quitclaims to Ivory Properties II the most Westerly four (4) feet of that portion of the Easement that is located on the Burdened property, but Layton expressly retains the remaining portion of the Easement on the Burdened Property which is not released hereby and expressly retains all other portions of the Easement that are located on other property.

14. Easement, and the terms and conditions thereof:

Grantor: Leo H. Foxley Family Limited Partnership

Grantee: Ivory and Company

Purpose: An easement and right of way for the installation, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of any and all storm sewer drainage lines and surface and subsurface water drainage lines.

Recorded: January 4, **1984**

Entry No.: 661319

Book/Page: 974 / 233

Area Affected: A ten foot utility and drainage easement, five feet on each side of the centerline described as follows:

A part of the northeast quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the East line of 400 West Street; said point being 1268.48 feet South 89°52'30" West and 1354.66 feet South 0°08'48" West from the Northeast corner of said Section 17, and running thence North 89°46'12" East 200 feet.

Assignment of Easement

Assigned to: Layton City Corporation

Recorded: May 11, 1988

Entry No: 824586

Book/Page: 1234/59

15. Easement, and the terms and conditions thereof:

Grantee: Mountain States Telephone and Telegraph Company

Purpose: The right, privilege and authority to construct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, poles, anchors, cables, wires and fixtures upon, under, over and across the property.

Recorded: March 6, 1985

Entry No.: 696114

Book/Page: 1025 / 534

Area Affected: Exact location not disclosed.

16. Easement, and the terms and conditions thereof:

Grantor: Ivory Properties II, a Utah limited partnership, with Ellis R. Ivory Managing General Partner

Grantee: Mountain Fuel Supply Company, a corporation

Purpose: A right and easement 16.0 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: March 19, 1985

Entry No.: 697102

Book/Page: 1026 / 1262

Area Affected: Exact location not disclosed.

17. Intentionally Deleted

18. Grant of Easement, and the terms and conditions thereof:

Grantor: Fox Creek Asset Management, LLC

Grantee: Comcast of Wasatch, Inc.

Purpose: A non-exclusive easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time during the term of this easement a broadband communications system.

Recorded: May 24, 2016

Entry No.: 2940833

Book/Page: 6523 / 1175

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

20. Intentionally Deleted

21. Subject, but not limited, to the following items, as disclosed by a survey prepared by McNeil Engineering, having been certified under the date of November 29, 2017 and last revised March 7, 2018, by David B. Draper, a Registered Land Surveyor holding License No. 6861599, as Job No. 17725, including but not limited to the following:

a. Variations and encroachments by fence and shed into subject property along the Northerly, Southerly and Easterly property lines

b. Intentionally Deleted

c. Encroachment of a building in the Southwest corner of subject property into the easement shown as Exception #15

d. Encroachment of 3 buildings in the east central portion of the subject property into the easement shown as Exception #16

22. Intentionally Deleted

23. Intentionally Deleted

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A part of the Northeast quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; U.S. Survey:

Beginning at the Southwest corner of MEADOWBROOK HOLLOW PLAT "B", Layton City, Davis County, Utah, said point being 709.93 feet South 89°52'30" West and 854.04 feet South 0°07'30" East and 656.56 feet South 0°09'12" West from the Northeast corner of said Section 17; and running thence South 0°09'12" West 70.00 feet; thence South 89°50'48" East 30.00 feet; thence South 0°09'12" West 360.47 feet; thence North 89°50'48" West 592.47 feet to the East line of 400 West Street; thence North 0°08'48" East 588.68 feet along said East line; thence North 89°46'12" East 461.67 feet; thence South 0°09'12" West 161.31 feet; thence South 89°50'48" East 100.88 feet to the point of beginning.

parcel number 10-028-0039