

Mail Tax notice to:  
Grantee  
2380 South Highway 89  
Bountiful, UT 84010  
MNT File No.: 65218  
Tax ID No.: 05-001-0109  
05-001-0110

**SPECIAL WARRANTY DEED**

Shawna Romera Investments, LLC, as to an undivided fort-nine percent (49%) interest,  
Don M. (Duff) Willey, as to an undivided two percent (2%) interest,  
and Susie Heaton Investments, LLC, as to an undivided forty-nine percent (49%) interest as to Parcel 1,  
and

SS & D Willey LLC, a Utah limited liability company as to Parcel 2, collectively

**GRANTOR**, of North Salt Lake, State of Utah, hereby CONVEY and WARRANT against all claiming  
by through or under them to:

Performance Utah, LLC, a Utah limited liability company,

**GRANTEE**, of 2380 South Highway 89, Bountiful, UT 84010 for the sum of TEN AND 00/100'S  
DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the real property in Davis  
County, Utah described on the attached Exhibit 1 attached hereto and made a part hereof.

**SUBJECT TO** the matters set forth on Exhibit 2 attached hereto and made a part hereof; all matters  
arising by, through or under PFLB, LLC, a Utah limited liability company; all easements, restrictions,  
rights-of-way and other matters of record or that would be disclosed by a survey or physical inspection of  
the property; and taxes and assessments for the year 2014 and thereafter

This Special Warranty Deed is executed by Grantor to be effective as of April 15, 2019

Shawna Romera Investments, LLC, a Utah limited liability company

By: Shawna Romera  
Shawna Romera, Sole Member

Don M. Willey  
Don M. Willey

Susie Heaton Investments, LLC, a Utah limited liability company

By: Susie Heaton  
Susie Heaton, Sole Member

S S & D Willey, LLC, a Utah limited liability company

By: Susan Heaton  
Susan Heaton, Manager

By: Shawna Romera  
Shawna Johnson, Manager  
Romera

By: Duff Willey  
Duff Willey, Manager

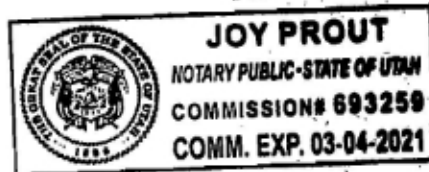
STATE of Utah )

ss:

County of Salt Lake )

On this date, April 15<sup>th</sup>, 2019, personally appeared before me Shawna Romera , who being by me duly sworn did say that he/she is sole Member of Shawna Romera Investments, LLC the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its Articles of Organization and/or Operating Agreement and said Shawna Romera acknowledged to me that said limited liability company executed same.

Joy Prout  
Notary Public



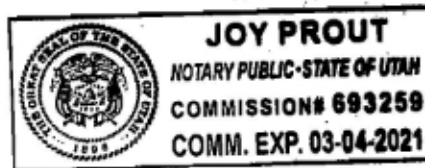
STATE of Utah )

ss:

County of Salt Lake )

On this date, April 15, 2019, personally appeared before me Duff Willey the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

Joy Prout  
Notary Public



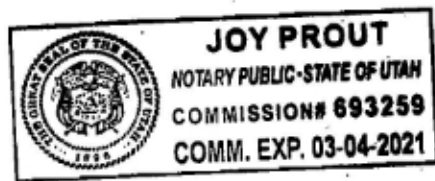
STATE of Utah )

ss:

County of Salt Lake )

On this date, April 15, 2019, personally appeared before me Susie Heaton, who being by me duly sworn did say that he/she is sole Member of Susie Heaton Investments, LLC the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its Articles of Organization and/or Operating Agreement and said Susie Heaton acknowledged to me that said limited liability company executed same.

  
Notary Public

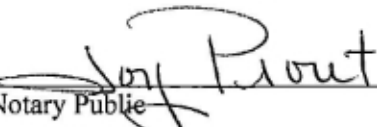


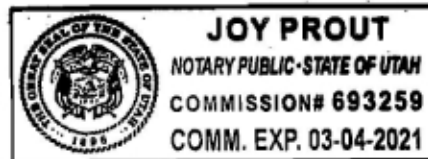
STATE of Utah )

ss:

County of Salt Lake )

On this date, April 15, 2019, personally appeared before me <sup>Susan</sup>~~Susie~~ Heaton, Shawna Johnson, and Duff Willey, who being by me duly sworn did say that he/she is a Manager of S S & D Willey, LLC the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its Articles of Organization and/or Operating Agreement and said Susie Heaton, Shawna Johnson, and Duff Willey acknowledged to me that said limited liability company executed same.

  
Notary Public



## Exhibit 1

### Parcel 1:

Beginning on the Easterly line of a Highway at a point 529.7 feet South  $0^{\circ}51'$  East and East 21.66 feet, more or less, and South  $26^{\circ}44'$  West 38.18 feet along the Easterly line of the old Bamberger Railroad Right-of-Way, and East 49.0 feet, more or less, and Northerly 187 feet, more or less, along said Highway along the arc of a 1392.39 foot radius curve to the right and North  $23^{\circ}39'$  East 89.98 feet from the Northwest corner of Section 31, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful; and running thence North  $23^{\circ}39'$  East 58.28 feet, more or less, along said Highway; thence North  $26^{\circ}55'$  East 50 feet, more or less, along a line 46 feet perpendicularly distant Easterly from the center line of Highway to a point 12.9 rods South of the North line of said Section 31; thence North  $26^{\circ}47'$  East 185.72 feet, more or less, along said Highway to a point of tangency with a 15 foot radius curve to the right; thence Easterly 22.03 feet along the arc of said curve to a point of tangency with a 540 foot radius curve to the left; thence Easterly 211.27 feet along the arc of said curve along the South line of a street; thence North  $88^{\circ}44'$  East 210.9 feet to a point of tangency with a 20 foot radius curve to the right; thence Southeasterly 42.77 feet along the arc of said curve to the Westerly line of a Highway; thence South  $31^{\circ}10'$  West 490.48 feet along said Westerly line to a point Easterly of the beginning; thence North  $58^{\circ}46'02''$  West 388.88 feet to the point of beginning.

### Parcel 2:

Beginning at the Easterly line of a Highway 40 feet radially distant Easterly from the centerline thereof, at a point 529.7 feet South  $0^{\circ}45'$  East and East 21.66 feet, more or less, and South  $26^{\circ}44'$  West 38.18 feet along the Easterly line of the old Bamberger Railroad Right-of-Way and East 49.00 feet, more or less, from the Northwest corner of Section 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian, in the City of Bountiful; and running thence Northerly 186.72 feet along said Highway along the arc of a 1392.39 foot radius curve to the right through a central angle of  $7^{\circ}41'$  to a point opposite Engineers Station 192+39.01 (Note: Tangent to said curve at the point of beginning bears North  $19^{\circ}20'$  East as per State Road Project No. 0116, Lot 1, Parcel No. 0116:13:A); thence North  $23^{\circ}45'$  East 89.98 feet along said Highway; thence South  $58^{\circ}46'02''$  East 388.88 feet to a point on the West line of Main Street, said point being West 1826.73 feet along the section line and South  $31^{\circ}15'30''$  West 598.89 feet from the North Quarter corner of said Section 31, as per Project No. C.R. 268 (3) City of Bountiful; thence South  $31^{\circ}15'30''$  West 61.95 feet along said West line; thence North  $89^{\circ}54'$  West 410.04 feet to the point of beginning.

EXHIBIT 2

(Permitted Exceptions)

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Taxes for the year 2014 and thereafter.
9. The land is included within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement District, Bountiful Water District, Bountiful Water Subconservancy District, South Davis Sewer District, and South Davis Recreation Special Service District, and is subject to charges and assessments made thereby.
10. Notice of Adoption of Amendment to Neighborhood Development Project Area Plan recorded July 19, 2012 as Entry No. 2674300 in Book 5567 at Page 115 of Official Records.
11. All rights of ingress and egress to or from the highway along the West line thereof, have been eliminated, as recited in Judgment of Condemnation, in favor of State Road Commission of Utah, recorded September 1, 1967, as Entry No. 312445 in Book 373, Page 670 of Official Records, and docketed in Judgement Docket "L", Page 435 in the office of the County Clerk of said county.
12. An Easement granted to Bountiful Water Subconservancy District recorded June 7, 1960 as in Book 188 at Page 570 of Official Records.

13. An Easement granted to Mountain States Telephone and Telegraph Company recorded April 2, 1986 as Entry No. 731726 in Book 1081 at Page 277 of Official Records.

14. An Easement granted to Mountain States Telephone and Telegraph Company recorded April 2, 1986 as Entry No. 731727 in Book 1081 at Page 278 of Official Records.

15. A Conditional Use Permit, including the terms and conditions thereof:

Between: Bountiful City

And: Performance Ford

Dated: October 7, 2014

Recorded: November 12, 2014

Entry No.: 2833341

Book/Page: 6143 / 348

Providing: Conditional Use Permit for a 120 foot high flag pole and for 2 large flags.

16 Public Utility Easement Deed, and the terms and conditions thereof:

Grantor: Shawna Romero Investments, LLC, a Utah limited liability company, Susie Heaton Investments LLC, a Utah limited liability company and Don M. (Duff) Willey

Grantee: City of Bountiful

Purpose: A public utility easement with the right to install, maintain, operate, repair, remove, replace or relocate public utility facilities with the right of access.

Recorded: May 24, 2016

Entry No.: 2940621

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