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BK 8411 PG 685

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/04/2024 03:12:44 PM
FEE: \$40.00 Pgs: 5
DEP eCASH REC'D FOR: RAY QUINNEY &
NEBEKER, P.C.

Recorded at the Request of:
Park Place Living, LLC
1200 Red Barn Lane
Farmington, Utah 84025

Above Space for Recorder's Use
Tax Parcel 08-622-0504

**SPECIAL WARRANTY DEED
SUBJECT TO SPRINGING EXECUTORY INTEREST**

PARK PLACE LIVING, LLC, a Utah limited liability company, hereinafter GRANTOR, hereby CONVEYS AND WARRANTS, against all who claim by, though, or under Grantor to Park Place Living, LLC, a Utah limited liability company, having an address of 1200 Red Barn Lane Farmington, Utah 84025, LIFE ESTATE GRANTEE, for Ten Dollars and other good and valuable consideration, a life estate measured by the life of Richard W. Haws, an individual currently living in Davis County, State of Utah, of all of Grantor's right, title and interest in and to its undivided interest in the real property situated in Davis County, Utah which is described below and then upon the death of Richard W. Haws, to Red Barn Farms, EXECUTORY INTEREST GRANTEE, a Utah nonprofit corporation located at 1200 Red Barn Lane, Farmington, Utah 84025 in fee simple in the following described property.

1. **The Property Description.** The legal description of the subject property is described as follows:

All of Lot 504, PARK LANE COMMONS – PHASE 5 – according to the official plat thereof, recorded March 8, 2019, as Entry No 3147178 in Book 7215 at Page 234, in the Davis County Recorder's office, an excerpt of which is attached as Exhibit A.

TOGETHER WITH:

All easements, right-of-ways, and appurtenant rights and interests pertaining thereto;

SUBJECT TO:

All easements, restrictions, and right-of-ways appearing of record or enforceable in law and/or equity;

(hereinafter the "**Property**").

2. Current Encumbrances.

The conveyance of the present and future conveyance made by this *Special Warranty Deed Subject To Springing Executory Interest* are made subject to the following instruments and encumbrances of record:

- a) The Deed of Trust that was filed for record with the Davis County Recorder's office on June 8, 2022, as Entry No. 3481583, Book 8026, Page 292-312;
- b) The Amendment To Deed Of Trust, Assignment Of Leases And Rents, Security Agreement, And Financing Statement that was filed for record with the Davis County Recorder's office on January 4, 2023, as Entry No.3556349, Book 8411, Page 253-277; and
- c) Any accrued or unpaid property taxes.

3. Conveyance Is Future Executory Interest in Fee Simple.

As further clarification and documentation, the future executory springing interest conveyed herein in favor of Executory Interest Grantee Red Barn Farms, is a conveyance in fee simple and any encumbrance, lien or other interest, not existing against the Property as of the date of recording of this Special Warranty Deed Subject To Springing Executory Interest - except for any accrued or unpaid property taxes and those additional matters, if any, approved in writing by Red Barn Farms - shall not be valid or enforceable against the springing executory interest of Red Barn Farms.

4. Restriction on Executory Interest.

The future springing executory interest conveyed to Executory Interest Grantee, Red Barn Farms, hereunder is subject to the restriction that Executory Interest Grantee, Red Barn Farms, shall have no power or authority to convey any

Special Warranty Deed Subject to Springing Executory Interest

interest, lien or encumbrance on its future executory interest prior to acquiring seisin of the Property upon the death of Richard W. Haws.

5. Conveyance of Property to Grantee is Made in "As Is" Condition.

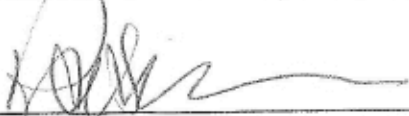
The conveyance of the Property by Grantor to Life Estate Grantee, Park Place Living, LLC is made "as is" and "where is" in its present condition and no representation or warranty concerning the physical condition of the Property is made by Grantor, and all warranties, express or implied, as to the physical condition of the Property including but not limited to any warranty of habitability, fitness for a particular purpose, or merchantability are expressly disclaimed by Grantor.

6. Conveyance of Property to Executory Interest Grantee is Made in "As Is" Condition.

The conveyance of the future executory interest in the Property by Grantor to Executory Interest Grantee, Red Barn Farms, is made "as is" and "where is" in its present condition and no representation or warranty concerning the physical condition of the Property is made by Grantor, and all warranties, express or implied, as to the physical condition of the Property including but not limited to any warranty of habitability, fitness for a particular purpose, or merchantability are expressly disclaimed by Grantor.

GRANTOR:

PARK PLACE LIVING, LLC, a Utah limited liability company


By: Richard A. Haws, its sole Manager

Special Warranty Deed Subject to Springing Executory Interest

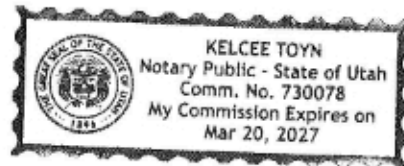
STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 28 day of December, 2023 personally appeared before me, Richard A. Haws who acknowledged to me that he is a duly authorized agent of Park Place Living, LLC and that he is duly authorized to execute the foregoing Special Warranty Deed Subject to Springing Executory Interest.



NOTARY PUBLIC

My Commission Expires:
MAR 20, 2027



3481583
BK 8026 PG 312

Exhibit A

Lot 504 of the Park Lane Commons – Phase 5 Subdivision

