

00765915 B: 1542 P: 1534

B: 1542 P: 1534 Fee \$40.00

Carri R. Jeffries, Iron County Recorder - Page 1 of 4

04/01/2021 03:51:06 PM By: SOUTHERN UTAH TITLE COMPANY OF CEDAR CITY

When recorded mail deed and tax notice to:

Forte Corporation, a Utah Corporation
929 South Main Street
Cedar City, UT 84720



**SOUTHERN UTAH
TITLE COMPANY**
"Doing good Deeds for over 70 years"
sutlcr.com

Order No. 55675 - BM

Space Above This Line for Recorder's Use

Tax I.D. No. B-1135-0003-0000 and B-1135-0079-0001

WARRANTY DEED

ACS Cedar South UT, LLC., a Nevada Limited Liability Company, grantor(s), of Beaumont, County of Jefferson, State of Texas, hereby **CONVEY and WARRANT** to

Forte Corporation, a Utah Corporation, grantee(s) of Cedar City, County of Iron, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Iron County, State of Utah:

See Attached Exhibit "A"

See Attached Exhibit 'B'

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 31 day of March, 2021.

ACS Cedar South UT, LLC., a Nevada Limited Liability Company

By: ACS Management Group, LLC., a Nevada Limited Liability Company
Its: Manager

By: Albanese Cormier Management Group, LLC., a Texas Limited Liability Company
Its: Manager

By: 
Michael L. Albanese, Manager

By: 
Thomas Cormier, Manager

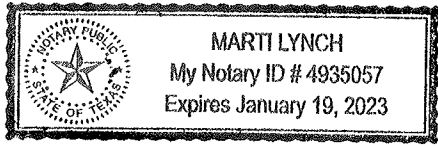
See attachment for notary acknowledgment.

Notary acknowledgment attachment to that certain Warranty Deed executed by ACS Cedar South UT, LLC., a Nevada Limited Liability Company grantor(s), to Forte Corporation, a Utah Corporation grantee(s)

Order No. 55675
Tax I.D. No. B-1135-0003-0000 and B-1135-0079-0001

STATE OF *Texas*)
 :SS.
COUNTY OF *Jefferson*

On the 31st day of March, 2021, personally appeared before me, Michael L. Albanese, who being by me duly sworn, did say that he/she is the Manager and Thomas Cormier, who being by me duly sworn, did say that he/she is the Manager of Albanese Cormier Management Group, LLC., a Texas Limited Liability Company, Manager of ACS Management Group, LLC., a Nevada Limited Liability Company, Manager of ACS Cedar South UT, LLC., a Nevada Limited Liability Company, and that said instrument was signed by them in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Michael L. Albanese and Thomas Cormier acknowledged to me that said limited liability company executed the same.



Marti Lynch

NOTARY PUBLIC
My Commission Expires: **01-19-2023**

Attachment to that certain Warranty Deed executed by ACS Cedar South UT, LLC., a Nevada Limited Liability Company grantor(s), to Forte Corporation, a Utah Corporation grantee(s).

Order No. 55675

Tax I.D. No. B-1135-0003-0000 and B-1135-0079-0001

EXHIBIT "A"

Parcel 1:

All of Lot Twelve (12), W.H. LEIGH SUBDIVISION, according to the Official Plat thereof on file in the Office of the Recorder of Iron County, State of Utah.

Parcel 2:

Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°13'45" East 100.00 feet along the Section line; thence South 89°42'00" West 258.70 feet to a point on the Easterly line of Fir Street; thence North 0°16'00" West 40.61 feet; thence Northeasterly along the arc of a curve to the right, having a radius of 168.00 feet, a distance of 60.74 feet; thence North 89°42' East 247.5 feet to the point of beginning.

Parcels 1 and 2 is also described as shown on that certain ALTA/ACSM Land Title Survey prepared by Watson Engineering Company, Inc., filed August 31, 2015 and designated as WEC Project No. 15-1656, last revised December 7, 2015, and being more particularly described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 22, Township 36 South, Range 11 West, Salt Lake Meridian; thence South 00°13'51" East (South 00°13'45" East record) 100.00 feet along the Section line; thence South 89°41'54" West (South 89°42'00" West record) 258.70 feet to a point on the Easterly line of Fir Street; thence along the Easterly line of Fir Street as follows: thence North 00°16'06" West (North 00°16'00" West record) 40.61 feet to a curve to the right; thence Northeasterly along the arc of said curve to the right, having a radius of 168.00 feet, a distance of 134.54 feet, Delta angle of 45°43'04"; thence North 45°36'54" East 247.00 feet (North 45°37'00" East 247.50 feet record); thence along the arc of a curve to the left, having a radius of 100.00 feet, a distance of 80.07 feet (80.08 feet record), Delta Angle of 45°52'43"; thence departing said Fir Street, South 00°16'06" East (South 00°16'00" East record) 304.80 feet to the point of beginning.

Initials



EXHIBIT 'B'

* The Warranty Deed shall expressly include the following exceptions, covenants and restrictions subject to the real property: (1) Grantee, its successors or assigns, grant Grantor, its agents, customers, invitees, successors or assigns, a nonexclusive easement over, through and around the Property's common area for vehicular and pedestrian ingress and egress, and vehicular parking. Grantee shall maintain and repair the common areas of the Property as necessary and except in the case of an emergency or temporary repair, shall not block ingress or egress to and from the public roads; (2) Grantor, its successors or assigns, grants Grantee, its agents, customers, invitees, successors or assigns, a nonexclusive easement over, through and around the adjacent parcel(s) consisting of the Shopping Center common area for vehicular and pedestrian ingress and egress and customer vehicular parking. Grantee shall not permit any agents, customers, invitees, licensees, tenants to litter or damage the easement properties. (3) the height of the building or improvements upon the Property may not exceed one-story at a maximum height of 18', may not obstruct the accessibility or visibility of the buildings on the adjacent parcels, nor change the public road access or reduce the number of parking spaces in the common areas. The foregoing shall not prohibit the maintenance or repair of the existing common areas provided material changes are not permitted in violation of the restrictions contained herein; (4) Restrictive Uses: The Property conveyed herein shall be perpetually restricted from the following uses: (a) the retail sale of sporting goods related to fishing, hunting, boating, camping, hiking and climbing including footwear and clothing from a floor sales area greater than two thousand (2,000) square feet, (b) the use as a grocery, nutritional supplement and/or produce store, excluding sales generated from not more than 150 square feet of shelf space, (c) non-retail purposes (repairs, alterations and offices incidental to retailing, and banks and small loan offices, not being deemed non-retail) (d) for entertainment purposes such as a bowling alley, skating rink, cinema, bar, nightclub, discotheque, amusement gallery, poolroom, more than one health club, sporting event, sports or game facilities, off-track betting club, (e) for any establishment which sells or displays pornographic materials, (f) for any establishment which sells or displays used merchandise or second hand goods, and (g) use as a restaurant or establishment selling food prepared on premises for consumption; (5) the Property shall be subject to any and all conditions and restrictions of record including but not limited to the Covenants for Operation, Maintenance and Reciprocal Easements, recorded July 16, 1981 as Entry No. 228617 in Book 278 at Page 298 and Amendment recorded November 17, 1981 as Entry No. 231361 in Book 284 at Page 113 and Second Amendment recorded May 12, 1982 as Entry No. 235091 in Book 289 at Page 932 and Third Amendment recorded December 4, 1991 as Entry No. 311829 in Book 441 at Page 686 of Official Records .

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