

Mail Recorded Deed and Tax Notice To:  
Capital Reef Management, LLC, a Utah limited liability company  
520 North Cays Drive  
Kaysville, UT 84037



File No.: 126039-KIU

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## WARRANTY DEED

Sunrise North, LLC, a Utah limited liability company, as to an undivided 25% interest; Sunrise Legacy, LLC, a Utah limited liability company, who acquired title as Sunrise Legacy, a Utah limited liability company, as to an undivided 25% interest; Sunset Drive, LLC, a Utah limited liability company, as to an undivided 25% interest; and Crystal Cave, LLC, a Utah limited liability company, as to an undivided 25% interest

**GRANTOR(S)** of Kaysville, State of Utah, hereby Conveys and Warrants to

Capital Reef Management, LLC, a Utah limited liability company

**GRANTEE(S)** of Kaysville, State of Utah

for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in **Utah County**, State of Utah:

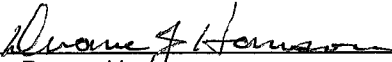
**SEE EXHIBIT A HERETO and WATER RIGHT ADDENDUM TO WATER DEEDS ATTACHED**  
**TAX ID NO.: 27-038-0313** (for reference purposes only)

**SUBJECT TO:** Property taxes for the year 2021 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

*[Signature on following page]*

Dated this 26th day of August, 2021.

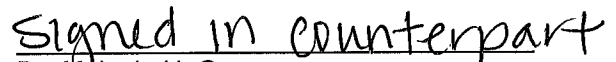
Sunrise North, LLC, a Utah limited liability company, as to an undivided 25% interest;

  
By: Duane Hartson  
Its: Managing Member

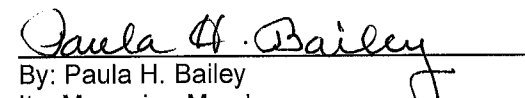
Sunrise Legacy, LLC, a Utah limited liability company, as to an undivided 25% interest;

  
By: Janis H. Johnson  
Its: Managing Member

Sunset Drive, LLC, a Utah limited liability company, as to an undivided 25% interest;

  
By: Melanie H. Greenway  
Its: Managing Member

Crystal Cave, LLC, a Utah limited liability company, as to an undivided 25% interest;

  
By: Paula H. Bailey  
Its: Managing Member

Dated this 26th day of August, 2021.

Sunrise North, LLC, a Utah limited liability company, as to an undivided 25% interest;

Signed in counterpart

By: Duane Hanson  
Its: Managing Member

Sunrise Legacy, LLC, a Utah limited liability company, as to an undivided 25% interest;

Signed in counterpart

By: Janis H. Johnson  
Its: Managing Member

Sunset Drive, LLC, a Utah limited liability company, as to an undivided 25% interest;

  
By: Melanie H. Greenway  
Its: Managing Member

Crystal Cave, LLC, a Utah limited liability company, as to an undivided 25% interest;

Signed in counterpart

By: Paula H. Bailey  
Its: Managing Member

STATE OF UTAH

COUNTY OF UTAH

On 26th day of August, 2021, before me, personally appeared Duane Hanson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Sunrise North, LLC, a Utah limited liability company, as to an undivided 25% interest.

  
\_\_\_\_\_  
Notary Public

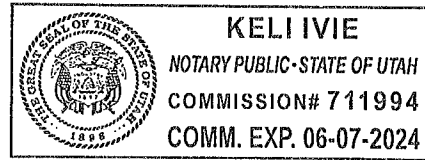


STATE OF UTAH

COUNTY OF UTAH

On 26th day of August, 2021, before me, personally appeared Janis H. Johnson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Sunrise Legacy, LLC, a Utah limited liability company, as to an undivided 25% interest.

  
\_\_\_\_\_  
Notary Public



STATE OF

COUNTY OF

On 26th day of August, 2021, before me, personally appeared Melanie H. Greenway, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Sunset Drive, LLC, a Utah limited liability company, as to an undivided 25% interest.

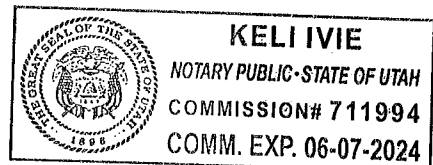
\_\_\_\_\_  
Notary Public

STATE OF UTAH

COUNTY OF UTAH

On 26th day of August, 2021, before me, personally appeared Paula H. Bailey, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Crystal Cave, LLC, a Utah limited liability company, as to an undivided 25% interest.

  
\_\_\_\_\_  
Notary Public



STATE OF UTAH

COUNTY OF UTAH

On 26th day of August, 2021, before me, personally appeared Duane Hanson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Sunrise North, LLC, a Utah limited liability company, as to an undivided 25% interest.

\_\_\_\_\_  
Notary Public

STATE OF UTAH

COUNTY OF UTAH

On 26th day of August, 2021, before me, personally appeared Janis H. Johnson, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Sunrise Legacy, LLC, a Utah limited liability company, as to an undivided 25% interest.

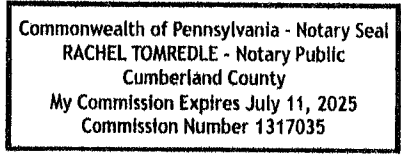
\_\_\_\_\_  
Notary Public

STATE OF *Pennsylvania*

COUNTY OF *Cumberland*

On 26th day of August, 2021, before me, personally appeared Melanie H. Greenway, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Sunset Drive, LLC, a Utah limited liability company, as to an undivided 25% interest.

*[Signature]*  
\_\_\_\_\_  
Notary Public *Rachel Tomredle*



STATE OF UTAH

COUNTY OF UTAH

On 26th day of August, 2021, before me, personally appeared Paula H. Bailey, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of Crystal Cave, LLC, a Utah limited liability company, as to an undivided 25% interest.

\_\_\_\_\_  
Notary Public

WATER RIGHTS ADDENDUM TO WATER DEEDS

Grantor: Sunrise North, LLC; Sunrise Legacy, LLC; Sunset Drive, LLC; Crystal Cave, LLC

Grantee: Capital Reef Management, LLC

Water Right No(s): see section 4

In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:

SECTION 1 - TYPE OF DEED Check one box only - Must match language in the deed

- The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)
The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)
The foregoing deed is a quit claim deed. (Grantor is making no warranties.)
The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any. (County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

SECTION 2 - APPURTENANT WATER RIGHTS Check one box only

- All of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.
In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed.
No water rights other than those specifically identified by water right number are being conveyed.

SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART Check all applicable boxes

- 100% of the following water rights described in the deed are being conveyed. Water Right Nos.
Only the portion indicated of the following water rights described in the deed are being conveyed.
acre-feet from Water Right No. for: families; acres of irrigated land; stock water for Equivalent Livestock Units; and/or for the following other uses:
The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES Check all applicable boxes

- Grantor is endorsing and delivering to Grantee stock certificates for 8.25 shares of stock in the following water company: Strawberry Water
Other water related disclosures:

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion, concerning such information is obtained.

Grantor's Signature: [Signatures]
Grantee's Acknowledgment of Receipt:

Grantee's Mailing Address:

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

### WATER RIGHTS ADDENDUM TO WATER DEEDS

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- 100% of the following water rights described in the deed are being conveyed. Water Right Nos. \_\_\_\_\_
- Only the portion indicated of the following water rights described in the deed are being conveyed.
  - \_\_\_\_\_ acre-feet from Water Right No. \_\_\_\_\_ for: \_\_\_\_\_ families; \_\_\_\_\_ acres of irrigated land; stock water for \_\_\_\_\_ Equivalent Livestock Units; and/or for the following other uses: \_\_\_\_\_
  - \_\_\_\_\_ acre-feet from Water Right No. \_\_\_\_\_ for: \_\_\_\_\_ families; \_\_\_\_\_ acres of irrigated land; stock water for \_\_\_\_\_ Equivalent Livestock Units; and/or for the following other uses: \_\_\_\_\_
  - \_\_\_\_\_ acre-feet from Water Right No. \_\_\_\_\_ for: \_\_\_\_\_ families; \_\_\_\_\_ acres of irrigated land; stock water for \_\_\_\_\_ Equivalent Livestock Units; and/or for the following other uses: \_\_\_\_\_
- The language in the foregoing deed is controlling as to quantity, if any.

**SECTION 4 - OTHER DISCLOSURES** Check all applicable boxes

- Grantor is endorsing and delivering to Grantee stock certificates for 8.25 shares of stock in the following water company: Strawberry Water
- Other water related disclosures: \_\_\_\_\_

*The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.*

Grantor's Signature: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

Grantee's Acknowledgment of Receipt: Craig Jacobsen, Managing Member

Grantee's Mailing Address: \_\_\_\_\_

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

**EXHIBIT A**  
**Legal Description**

Commencing South 395.21 feet and West 199.04 feet from the East quarter corner of Section 28, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 55°00'00" West 733.78 feet; thence South 89°00'00" East 732.79 feet; thence South 12.88 feet; thence South 05°43'54" West 155.1 feet; thence South 19°21'39" West 131.85 feet; thence South 31°51'42" West 137.15 feet to the beginning.

LESS AND EXCEPTING any portion granted to Utah Railway Company by Warranty Deed recorded June 22, 1914 as Entry No. 3294 in Book 148 at Page 119 of official records.