

**WHEN RECORDED, MAIL TO
AND SEND TAX NOTICES TO:**

Century Land Holdings of Utah, LLC
c/o Century Communities, Inc.
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO 80111
Attn: Legal Department

Tax Parcel/Serial Nos.: 12-103-0109, 12-103-0110,
12-103-0111, 12-103-0075, 12-280-0040, 12-280-
0041, 12-103-0124

CT-134554-CAF

SPECIAL WARRANTY DEED

CW SHORELINE, LLC, a Utah limited liability company, Grantor, of Centerville, Utah, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, hereby conveys and warrants against all persons and entities claiming by, through, or under it to CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company, Grantee, of 2989 Maple Loop Drive, Suite 110, Lehi, Utah, 84043, the following described real property which is located in Davis County, Utah, and is more particularly described as follows:

See the attached **Exhibit "A,"** which is incorporated herein; and all mineral and water rights not previously severed from the land. Subject only to the permitted exceptions set forth in **Exhibit "B"** hereto, which is incorporated herein.

Dated as of the 24 day of March, 2021.

CW SHORELINE, LLC,
a Utah limited liability company

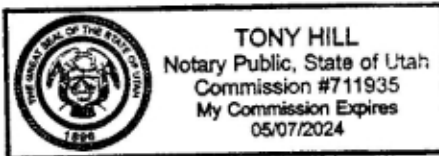
By: CW LAND CO., LLC,
a Utah limited liability company
Its: Manager

By: CW DEVELOPMENT GROUP, LLC,
a Utah limited liability company
Its: Manager

By: Colin Wright
Name: Colin Wright
Title: Manager

State of UTAH)
) :ss
County of DAVIS)

The foregoing instrument was acknowledged before me this 24 day of March, 2021, by Colin Wright as the Manager of CW Development Group, LLC, a Utah limited liability company, in its capacity as Manager for CW Land CO, LLC, a limited liability company, in its capacity as Manager for CW Shoreline, LLC, a Utah limited liability company.



Tony Hill
Notary Public
Residing at: KANSVILLE, UTAH
My commission expires: MAR 7, 2024

Exhibit A
to
Special Warranty Deed

Legal Description

TRW
February 10, 2021
Job# 8508

Century Homes Purchase Area

A parcel of land, situate in the Northwest Quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the North Line of Section 21 which point is North 89°40'58" West 1645.83 feet along the section line from the North Quarter Corner of said Section 21 (NAD83 Bearing Being: South 89°20'40" East between the Northwest Quarter Corner and the North Quarter Corner of said Section 21 as noted on the Davis County Township Reference Plat) and running thence:

thence along the northerly and westerly lines of Syracuse Meadows Subdivision Plat 4 the following four (4) three course and distances:

- 1) South 00°11'28" West 396.00 feet;
- 2) North 89°40'58" West 69.25 feet;
- 3) South 00°19'02" West 309.99 feet to a point on the North line of 2850 South Street;
- 4) South 04°02'03" West 60.13 feet to a point on the South line of said 2850 South street;

thence South 89°40'58" East 207.14 feet along the South line of said 2850 South Street to the Northwest corner of Lot 42, Syracuse Meadows Subdivision Plat 4;

thence South 210.39 feet along the West line of said Lot 42;

thence South 89°40'58" East 420.72 feet along the South line of Syracuse Meadows Subdivision;

thence South 00°19'02" West 117.00 feet;

thence southwesterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the right (center bears North 89°40'58" West and the long chord bears South 45°19'02" West 21.21 feet with a central angle of 90°00'00")

thence South 00°19'09" West 60.00 feet;

thence southeasterly 23.56 feet along the arc of a 15.00 feet-foot radius tangent curve to the right (center bears South 00°19'02" West and the long chord bears South 44°40'58" East 21.21 feet with a central angle of 90°00'01");

thence South 00°19'02" West 55.00 feet;

thence southerly 55.00 feet along the arc of a 180.00-foot radius curve to the left (center bears South 89°40'58" East and the long chord bears South 08°26'12" East 54.79 feet with a central angle of 17°30'28");

thence southerly 36.67 feet along the arc of a 120.00-foot radius curve to the right (center bears South 72°48'34" West and the long chord bears South 08°26'12" East 36.53 feet with a central angle of 17°30'28")

thence South 00°19'02" West 650.65 feet to a point on the North line of the land described in that certain Quitclaim Deed recorded June 15, 2017 as Entry No. 3026750 in Book 6787 at page 1045;

thence North 89°40'19" West 1574.42 feet along said North line to the West line of said Section 21;

thence North 00°11'28" East 309.66 feet along said West line;

thence South 89°48'32" East 440.00 feet;

thence North 00°11'28" East 1224.99 feet;

thence South 89°41'00" East 371.14 feet;

thence North 00°11'11" East 443.37 feet to North line of said Section 21;

thence South 89°40'58" East 197.02 feet along the section line to the Point of Beginning.

Contains: 1,662,230 square feet or 38.160 acres.

Less and excepting that portion sold to Davis School District as described below:

A parcel of land, situate in the North Half of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point which is North 89°40'58" West 1696.14 feet along the section line and South 00°19'02" West 1168.38 feet from the North Quarter Corner of said Section 21, and running thence:

thence South 89°40'58" East 592.06 feet to a point on a Special Warranty Deed from CW Shoreline, LLC, a Utah limited liability company to Woodside Homes of Utah, LLC, a Utah limited liability company recorded on August 8, 2020 as Entry no. 3280589 in book 7572 at Pages 2003-2006;

thence southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears South 00°19'20" West and the long chord bears South 44°40'58" East 21.21 feet with a central angle of 90°00'00"), along a westerly line in the aforementioned Special Warranty Deed which states a length of 23.68 feet along the arc of a 15.21 foot radius curve and a long chord of South 44°17'34" East 21.36 feet with a central angle of 89°13'13";

thence South 00°19'02" West 55.00 feet along a westerly line in the aforementioned Special Warranty Deed;

thence southerly 55.00 feet along the arc of a 180.00 foot radius curve to the left (center bears South 89°40'58" East and the long chord bears South 08°26'12" East 54.79 feet with a central angle of 17°30'28") along a westerly line in the aforementioned Special Warranty Deed;

thence southerly 36.67 feet along the arc of a 120.00 foot radius curve to the right (center bears South 72°48'34" West and the long chord bears South 08°26'12" East 36.53 feet with a central angle of 17°30'28")

thence South 00°19'02" West 248.20 feet along a westerly line in the
aforementioned Special Warranty Deed;
thence North 89°40'58" West 100.00 feet;
thence South 00°19'02" West 224.00 feet;
thence South 89°40'58" East 100.00 feet to a westerly line in the aforementioned
Special Warranty Deed;
thence South 00°19'02" West 46.50 feet along a westerly line in the
aforementioned Special Warranty Deed;
thence North 89°40'58" West 100.00 feet;
thence South 00°19'02" West 112.00 feet;
thence North 89°40'19" West 464.58 feet;
thence North 00°11'28" East 224.24 feet;
thence North 89°48'32" West 100.00 feet;
thence North 00°11'28" East 354.35 feet;
thence northerly 42.24 feet along the arc of a 230.00 foot radius curve to the left
(center bears North 89°48'32" West and the long chord bears North 05°04'11" West 42.18
feet with a central angle of 10°31'19");
thence North 10°19'51" West 126.73 feet;
thence northerly 31.22 feet along the arc of a 170.00 foot radius curve to the right
(center bears North 79°40'09" East and the long chord bears North 05°04'11" West 31.18
feet with a central angle of 10°31'19");
thence North 00°11'28" East 7.40 feet;
thence northeasterly 27.32 feet along the arc of a 15.00 foot radius curve to the
right (center bears South 89°48'32" East and the long chord bears North 52°22'06" East
23.70 feet with a central angle of 104°21'16");
thence easterly 57.12 feet along the arc of a 230.00 foot radius curve to the left (center
bears North 14°32'44" East and the long chord bears South 82°34'07" East 56.97 feet
with a central angle of 14°13'42") to the point of beginning.
Contains: 472,150 square feet or 10.839 acres.

Exhibit B
to
Special Warranty Deed

Permitted Exceptions

1. Taxes for the year 2021 a lien not yet due and payable.
2. The herein described Land is located within the boundaries of Syracuse City, Weber Basin Water Conservancy District, Davis County Mosquito Abatement District, North Davis Sewer District, and is subject to any and all charges and assessments levied thereunder.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Claim, right, title or interest to water or water rights whether or not shown by the public records.
5. Easements, notes and restrictions as shown on the recorded plat for Syracuse Meadows Subdivision Plat 4, recorded May 9, 1997 as Entry No. 1322025 in Book 2128 at Page 834. (affects a portion of Parcel 1). Provided however that the foregoing shall not be deemed to include the "20' wide North Davis County Sewer District Easement" delineated on said subdivision plat.
6. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Restrictive and Protective Covenants recorded May 9, 1997 as Entry No. 1322026 in Book 2128 at Page 835, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Amended August 7, 1997 as Entry No. 1339621 in Book 2161 at Page 573.

7. The following reservations and recitals as contained in that certain Special Warranty Deed recorded October 11, 2005 as Entry No. 2113133 in Book 3888 at Page 2451, to-wit:

The Grantor specifically reserves and excepts unto itself any and all water rights, minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form and all steam and other forms of thermal energy on, in, or under the above-described land provided that the Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does the Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

8. The following reservations and recitals as contained in that certain Special Warranty Deed recorded February 7, 2007 as Entry No. 2242545 in Book 4215 at Page 622, to-wit:

The Grantor specifically reserves and excepts and retains Mineral Rights. For purposes of this instrument, "Mineral Rights" include, whether on, in or under the premises, all of the following--minerals, whether common or precious; coal; carbons; hydrocarbons; oil; gas; petroleum; chemical elements and substances whether in solid, liquid or gaseous form; and steam and all sources of geothermal energy. In the event all or part of the Mineral Rights have been reserved or severed

previously from the surface estate, grantor hereby reserves, excepts and retains all of the Mineral Rights not previously reserved and reserves, excepts and retains its after-acquired title to all of the Mineral Rights to the extent that prior reservations thereof are released or abandoned after the date of this conveyance.

9. Development Agreement by and between CW Land Co., LLC, a Utah limited liability company and Syracuse City, a municipality and political subdivision of the State of Utah recorded January 23, 2020 as Entry No. 3220502 in Book 7434 at Page 2275.

Partial Assignment of Rights, Benefits, and Obligations, Under the Development Agreement, executed by and between CW Land Co., LLC, a Utah limited liability company ("Assignor") and Woodside Homes of Utah, LLC, a Utah limited liability company ("Assignee") and consented to by Syracuse City, a municipality and political subdivision of the State of Utah, dated as of August 10, 2020 and recorded August 11, 2020 as Entry No. 3280590 in Book 7572 at Page 2007.

Partial Assignment of Rights, Benefits, and Obligations Under the Development Agreement, executed by and between CW Land Co., LLC, a Utah limited liability company ("Assignor") and Century Land Holdings of Utah, LLC, a Utah limited liability company ("Assignee") and consented to by Syracuse City, a municipality and political subdivision of the State of Utah, dated as of March __, 2021 and recorded on March __, 2021 as Entry No. _____ in Book ____ at Page _____.

10. Memorandum of Understanding by and between CW Shoreline, LLC, a Utah limited liability company and CW Land Co., LLC, a Utah limited liability company and Davis School District, dated August 10, 2020 and recorded August 11, 2020 as Entry No. 3280369 in Book 7572 at Page 432.

11. Terms and provisions of that certain Payback Agreement recorded October 30, 2020 as Entry No. 3310187 in Book 7628 at Page 1672.

Memorandum of Understanding by and between CW Shoreline, LLC, a Utah limited liability company and Century Land Holdings of Utah, LLC, a Utah limited liability company, dated as of March __, 2021 and recorded March __, 2021 as Entry No. _____ in Book _____ at Page _____, identifying that certain Ancillary Indemnification Letter provided by CW Shoreline to Century on January 14, 2021, providing indemnification if the owner of the Property becomes liable for reimbursement obligations under the Payback Agreement referred to above.

12. Subject to the following matters disclosed on that certain survey prepared by Focus Engineering and Surveying, LLC, having been certified under the date of August 24, 2020, as Job No. 17-344, by Spencer W. Llewelyn, a Professional Land Surveyor holding License No. 10516507:

- a. Existing gates of undisclosed purpose located on and across the Land without recorded easements.
- b. Existing fences not located on boundary lines.
- c. Existing utilities, including but not limited to: sanitary sewer lines and manholes; water lines; and overhead power line and pole located on and across the Land without recorded easements.

13. Any lien, or right to a lien, arising from services, labor or materials heretofore or hereafter furnished on the Land at the specific, direct request, and with the actual knowledge of Century Land Holdings of Utah, LLC, a Utah limited liability company.

14. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided for in that certain Declaration of Covenants, Conditions, and Restrictions for Shoreline Subdivision, an Expandable Planned Unit Development in Davis County recorded March __, 2021 as Entry

No. _____ in Book _____ at Page _____, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

15. Any lien, or right to a lien, arising from services, labor or materials heretofore or hereafter furnished on the Land at the specific, direct request, and with the actual knowledge of Century Land Holdings of Utah, LLC, a Utah limited liability company.