

WHEN RECORDED, MAIL TO
AND SEND TAX NOTICES TO:

Town of Brian Head
56 N. Highway 143
Brian Head, UT 84719
Tax Parcel/Serial No. C-1121-0000-0000

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "Deed") is dated this 6th day of July, 2024 between G & P RANCH, LLC, a Utah limited liability company ("Grantor"), whose address is 201 South Main Street, Salt Lake City, Utah 84111, and THE TOWN OF BRIAN HEAD, a municipal corporation and political subdivision of the State of Utah ("Grantee"), whose address is 56 N. Highway 143, Brian Head, UT 84719.

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby CONVEY AND WARRANT, against all who claim by, through, or under Grantor all of that certain real property in the Town of Brian Head, County of Iron, State of Utah, as more particularly described in Exhibit A attached hereto, which is incorporated herein by reference.

Grantor hereby covenants that Grantor is lawfully seized in fee simple of the Property conveyed hereby, and has full power, authority and right to convey the same, and warrants title against all persons claiming under Grantor, subject to interests, rights-of-way, easements, covenants, conditions, restrictions, and all similar matters of record in the office of the Iron County Recorder's Office and applicable to the Property, and all visible and apparent easements on the ground.

Grantor and Grantee acknowledge and agree that the legal description attached hereto is an approximation of the intended Property boundaries as contemplated by the parties pursuant to that certain Aspen Meadows Development Agreement (the "Agreement"), of which Grantor and Grantee are parties, and pursuant to which Grantor has the obligation to make this conveyance at the time of annexation under the Agreement. Grantor and Grantee hereby agree that Grantor shall have the right to substitute a different parcel for the Property, or modify the legal description attached hereto, at such time as the precise location and final legal description of the Property is determined in accordance with Grantor's development plans, provided, however, that (i) any such substitution or modification shall be made by Grantor within one (1) year of the date of this Deed and (ii) the resulting Property shall be reasonably suitable for the proposed use and the size required by the Agreement. Prior to any such substitution or modification, Grantor shall consult with Grantee and Grantee shall have reasonable approval rights of any proposed substitution or

modification of the legal description prior to Grantor recording a corrective deed or new deed as appropriate, and Grantee shall be a required signatory on any such deed.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date and year first written above.

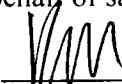
G & P RANCH, LLC, a Utah limited liability company

By: 

Walter J. Plumb III, Manager

STATE OF UTAH)
COUNTY OF Salt Lake)
: ss.
)

On the 5th day of July, 2024, personally appeared before me Walter J. Plumb, the /III
Manager of G & P RANCH, LLC, a Utah limited liability company, and that the within and
foregoing instrument was signed on behalf of said limited liability company.


NOTARY PUBLIC

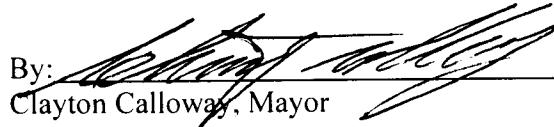
Residing at: Salt Lake County, Utah

My Commission Expires: 9.22.2026



GRANTEE:

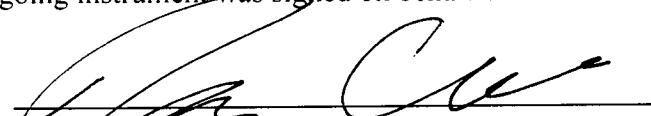
THE TOWN OF BRIAN HEAD, a municipal corporation
and subdivision of the State of Utah

By: 
Clayton Calloway, Mayor

By: 
Bret Howser, Town Manager

STATE OF UTAH)
: ss.
COUNTY OF IRON)

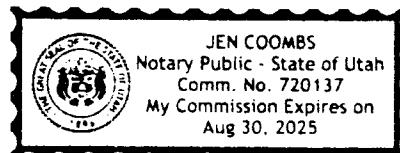
On the 9th day of July, 2024, personally appeared before me Clayton Calloway, the Mayor of THE TOWN OF BRIAN HEAD, a municipal corporation and subdivision of the State of Utah, and that the within and foregoing instrument was signed on behalf of said Town.


NOTARY PUBLIC

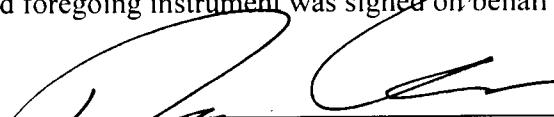
Residing at: St George, UT

My Commission Expires: 08.30.2025

STATE OF UTAH)
: ss.
COUNTY OF IRON)



On the 9th day of July, 2024, personally appeared before me Bret Howser, the Town Manager of THE TOWN OF BRIAN HEAD, a municipal corporation and subdivision of the State of Utah, and that the within and foregoing instrument was signed on behalf of said Town.


NOTARY PUBLIC

Residing at: St George, UT

My Commission Expires: 08.30.2025

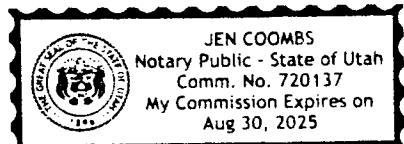


EXHIBIT "A"
TO SPECIAL WARRANTY DEED
(Property Description)

BOUNDARY DESCRIPTION (Public Safety/Fire Station Parcel)

A parcel of land, situate in the Northwest Quarter of Section 36, Township 35 South, Range 9 West, Salt Lake Base and Meridian, more particularly described as follows (The following is an approximation of the final position, shape, and orientation of the proposed parcel, and the exact boundary will likely be refined as future development delineates the surrounding parcel divisions, etc.):

Beginning at a point which is located South $0^{\circ}10'40''$ West 1263.03 feet along the measured Section line and East 263.81 feet from the found GLO monument, dated 1927, at the Northwest Corner of Section 36, Township 35 South, Range 9 West, Salt Lake Base and Meridian, and running:

thence North $22^{\circ}51'43''$ East 426.32 feet;

thence South $62^{\circ}29'45''$ East 360.49 feet;

thence South $29^{\circ}10'34''$ West 361.50 feet;

thence North $69^{\circ}46'53''$ West 171.26 feet;

thence Northwesterly 152.05 feet along the arc of a 497.33-foot radius tangent curve to the left (center bears South $20^{\circ}13'07''$ West, and the long chord bears North $78^{\circ}32'24''$ West 151.46 feet, through a central angle of $17^{\circ}31'02''$), to the Point of Beginning.

Parcel contains: 130,682 square feet, or 3.00 acres.